



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

MONDAY

AUGUST 17, 2020

6:30 P.M.

- A. PLEDGE OF ALLEGIANCE
- B. APPROVAL OF AGENDA
- C. CONSENT AGENDA
  - 1. SIGNATURES
  - 2. COUNCIL MINUTES
    - a. 08/03/2020 Council Meeting
    - b. 08/10/2020 Council Workshop
  - 3. COMMUNICATIONS
  - 4. COMMITTEE MINUTES
- D. PUBLIC COMMENTS
- E. POLICY AGENDA
  - 1. NEWS, PRESENTATIONS & AWARDS
    - a. Memo of Shelley Abbot, Recreation Director – Use of Kiwanis Summer Camp 2020
  - 2. PUBLIC HEARINGS
  - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
    - a. Council appointment of Danielle Simons to the Board of Appeals.
- F. COMMITTEE REPORTS
- G. UNFINISHED BUSINESS
- H. NEW BUSINESS
  - a. Council referral to public hearing Proposed Amendments to the Hampden Zoning Ordinance- *requested by Karen M. Cullen, AICP, Town Planner.*
  - b. Council referral to public hearing Proposed Amendments to the Marijuana Ordinance – *requested by Karen M. Cullen, AICP, Town Planner.*
  - c. Request for authorization for the expenditure of an amount not to exceed \$28,000.00 from reserve account 3-717-00 to purchase a replacement tractor, *requested by Sean Currier, Public Works Director.*

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

AUGUST 17, 2020

6:30 P.M.

AGENDA

- d. Council authorization to waive the bid procedure to purchase a class 7/8 plow/dump truck via state bid process or single source.
- e. Council consideration for renegotiation of the terms of the deed from Town of Hampden to the Masonic Lodge – *requested by Ron Francis, Treasurer of Hampden Masonic Lodge.*
- f. Council action on implementing a uniform starting time of 6:00 p.m. for all Town Council and Workshop meetings – *requested by Councilor Jarvi.*
- g. Council action on request of Louise Dubay for Town to buy back Lakeview Cemetery Plot #1886 for \$325.00 the amount she paid. (\$162.50 - R-01-79 and \$162.50 - G-3- 708-00)

I. MANAGER'S REPORT

J. COUNCILOR'S COMMENTS

K. ADJOURNMENT

Note: Council will take a five-minute recess at 8:00 p.m.

FOR THOSE THAT WISH TO PARTICIPATE IN THE REMOTE HAMPDEN TOWN COUNCIL MEETING ON AUGUST 17, 2020, AT 6:30 PM YOU MAY PHONE IN USING THE FOLLOWING NUMBER (FOLLOWED BY THE PIN #)

**1-415-604-0641      PIN 106 565 411#**

OR-

FROM A LAPTOP OR A DESKTOP, YOU MAY GO TO THIS URL: <https://meet.google.com/eqo-upxn-tyx?hs=122&authuser=0> AND JOIN US THAT WAY

**INSTRUCTIONS ARE POSTED WITH THE AGENDA AND SEPARATELY ON THE TOWN CALENDAR AT [WWW.HAMPDENMAINE.GOV](http://WWW.HAMPDENMAINE.GOV)**

## **Using Google Meet to Participate in Hampden Town Council Remote Meetings**

### **How to join:**

1. Town Council members will receive an email or a Google Calendar Invite with a link to join the meeting.
2. People interested in joining will need to go to the link posted on the town events calendar at [www.hampdenmaine.gov](http://www.hampdenmaine.gov).
3. Anyone can also join for audio-only participation by calling the number provided on the town events calendar and then entering the PIN provided followed by the # symbol.

### **Protocols for Remote Meetings:**

1. Log in or call in at least 5 minutes before scheduled start of meeting.
2. For the audio portion, use either your phone or your computer microphone, not both.
3. Mute your phone or computer mic unless speaking. Remember to un-mute if you want to speak. To mute or unmute in Google Meet, click on the little microphone icon at the bottom of the screen; note you may need to move your mouse pointer around the bottom of your screen to get the bottom bar to appear.
4. Speak up if using a computer microphone or if using the speaker function on your telephone.
5. Do not rustle papers in front of your mic unless it's muted. Please minimize background noise.
6. If you're referring to a document, identify it including page or sheet number.
7. If using the video function, have a light source in front of you if possible. Try to avoid backlighting.
8. If you want to look good, have your camera mounted at eye level or above. Look at yourself on screen to check the lighting, camera position, what's in the background, etc. In Google Meet, you can do this "video check" when you open the program before you join the meeting.
9. If you are participating by audio only, identify yourself when speaking.
10. ALL votes will be by roll call.
11. After the meeting is adjourned, click on the red phone icon on the bottom bar to leave the meeting, or (obviously) just hang up the phone if that is how you are participating.

For detailed instructions on using Google Meet, please refer to their website:

[support.google.com/a/users/answer/9282720?hl=en](https://support.google.com/a/users/answer/9282720?hl=en)



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

C-2-a

MONDAY

AUGUST 03, 2020

6:30 P.M.

*In Attendance:*

- Mayor Ryder
- Councilor Jarvi
- Councilor McAvoy
- Councilor Marble
- Councilor McPike
- Councilor Wilde
- Councilor Wright

- Paula Scott, Town Manager
- Gayle C. Decker, Town Clerk
- Karen Cullen, AICP - Remotely
- Jason Lundstrom, Deputy Fire Chief
- Scott Webber, Deputy Police Chief

*Mayor Ryder called the meeting to order at 6:30 p.m.*

A. PLEDGE OF ALLEGIANCE

*Mayor Ryder led the Pledge of Allegiance.*

B. APPROVAL OF AGENDA

**Motion:** *Councilor Jarvi moved to strike agenda item 3-b from the Agenda, seconded by Councilor Wright. Unanimous vote 7-0*

*Resolution: 2020 - 138*

C. CONSENT AGENDA

**Motion:** *Councilor Marble made a motion to adopt the consent agenda, seconded by Councilor Jarvi. Unanimous vote 7-0*

*Resolution: 2020 - 139*

1. SIGNATURES

2. COUNCIL MINUTES

- a. 07/06/2020 Council Meeting
- b. 07/13/2020 Council Workshop
- c. 07/15/2020 Council Workshop
- d. 07/20/2020 Council Meeting
- e. 07/27/2020 Council Meeting

3. COMMUNICATIONS

- a. Press Release

Note: Council will take a five-minute recess at 8:00 p.m.

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MONDAY

AUGUST 03, 2020

6:30 P.M.

MINUTES  
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4. COMMITTEE MINUTES

D. PUBLIC COMMENTS

E. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Appointment of Joseph Bethony to the Lura Hoit Pool Board of Trustees – *requested by Darcey Peakall, Pool Director*

*Town Manager Scott spoke that this is a reappointment to the Board.*

***Motion:*** *Councilor Marble made a motion to reappoint Joseph Bethony to the Lura Hoit Pool Board of Trustees, seconded by Councilor Jarvi. Unanimous vote 7-0*

*Resolution: 2020 - 140*

- b. Council confirmation of the Town Manager's appointment of Josh Berry as the Tax Assessor. *Agenda item struck*

F. COMMITTEE REPORTS

G. UNFINISHED BUSINESS

- a. Request for authorization for the Town Manager to enter into a lease purchase agreement with Tax-Exempt Leasing Corporation for a ten-year lease purchase of a single axle 100' Quint fire truck for \$998,000.

***Motion:*** *Councilor Jarvi moved to authorize the Town Manager to enter into a lease purchase agreement with Tax-Exempt Leasing Corporation for a ten-year lease not to exceed \$998,000.00 to purchase a single axle 100' Quint Firetruck, seconded by Councilor Wilde. Unanimous vote 7-0*

*Resolution: 2020 - 141*

H. NEW BUSINESS

- a. Consideration of an Emergency Ordinance Regarding Medical Marijuana Registered Caregiver Operations – requested by Karen M. Cullen, AICP, Town Planner.

*Town Planner Karen Cullen addressed the Council, commenting that the Emergency Ordinance was started last year to protect the citizens of the town from unintended consequences of registered caregivers on a single property, primarily in residential areas. We have been doing this consistently and need to continue with keeping the ordinance up to date until the amendments to the Marijuana Ordinance and the Zoning*

Note: Council will take a five-minute recess at 8:00 p.m.

MINUTES

*Ordinance have been adopted.*

**Motion:** *Councilor Jarvi moved that Council renew the current Emergency Ordinance Regarding Medical Marijuana Registered Caregiver Operations through October 2, 2020, seconded by Councilor Marble. Unanimous Vote 7-0*

*Resolution: 2020 - 142*

- b. Request for authorization to transfer \$169,452.48 from the Fire Truck Reserve Account (3-741-00) to the Ambulance Reserve Account (3-737-00).

**Motion:** *Councilor Wright made a motion to authorize the transfer of \$169,452.48 from the Fire Truck Reserve Account 3-741-00 to the Ambulance Reserve Account 3-737-00, seconded by Councilor Marble.*

*Deputy Fire Chief Jason Lundstrom addressed Council with a recap of what drove this final figure.*

*Unanimous vote 7-0*

*Resolution: 2020 - 143*

- c. Request for Authorization for the expenditure of \$253,568.00 from Ambulance Reserve Account (3-737-00) for the purchase of a Type I 4x4 ambulance.

**Motion:** *Mayor Ryder read the agenda item, Councilor Marble made a motion to the words that Mayor Ryder read from the Agenda item, seconded by Councilor Wright.*

*Deputy Fire Chief Jason Lundstrom addressed Council informing that the transfer represents money that is already in a reserve account to replace the ambulance and gave a recap of the research done.*

*Unanimous vote 7-0*

*Resolution: 2020 - 144*

- d. Request for authorization to transfer \$82,195.00 from Fire Truck Reserve Account (3-741-00) to ALS Equipment Reserve Account (3-739-00).

**Motion:** *Mayor Ryder read the agenda item, Councilor Wright so moved, seconded by Councilor Marble. Unanimous vote 7-0*

*Resolution: 2020 - 145*

- e. Request for authorization for the expenditure of \$109,695.00 from ALS Equipment Reserve Account (3-739-00) for the purpose of purchasing SCBA air packs.

**Motion:** *Councilor Jarvi moved Council authorize the expenditure of \$109,695.00 from the ALS Equipment Reserve Account 3-739-00 to purchase SCBA Air Packs, seconded by Councilor Marble.*

**Note:** Council will take a five-minute recess at 8:00 p.m.

*Deputy Fire Chief Jason Lundstrom addressed Council clarifying the intentions of the reserve accounts and the utilization and transfer of funds. He informed of what drove to the final decisions on the air packs.*

Unanimous vote 7-0

Resolution 2020 - 146

- f. Council determination of the rate of interest to be applied to delinquent tax payments – pursuant to 36 MRSA section 505.4.

*Town Manager Scott spoke explaining that the State Treasurer's Office sets the delinquent tax rate and this is the requirement for calendar year 2020, for fiscal year 21 taxes and that rate is 8%.*

**Motion:** Councilor Jarvi, pursuant to 36 MRSA section 505.4, moved Council adopt an interest rate of 8% to be applied to the delinquent tax payments, seconded by Councilor Wilde. After discussion - Unanimous vote 7-0

Resolution: 2020 - 147

- g. Council determination of the rate of interest to be applied to tax abatements – pursuant to 36 MRSA section 506-A.

*Town Manager Scott spoke explaining that when a taxpayer has overpaid, we refund that money with an interest rate attached to it. We have to use the rate set for delinquent taxes, unless we set a different rate and that rate cannot be any less than the current rate for delinquent taxes reduced by 4%.*

**Motion:** Councilor Jarvi, pursuant to 36 MRSA section 506-A, moved Council adopt an interest rate of 8% to be applied to tax abatements, seconded by Councilor Wilde. Vote 5-2

Resolution: 2020 - 148

- h. Setting the tax due dates

*Town Manager Scott spoke stating that we're about ready for commitment, we will be committing in the next week or two and by your vote you establish the due dates for the receipt of those taxes. The tradition is to choose the first Wednesday in October and the first Wednesday in April, and those dates for FY21 taxes would be October 7, 2020 and April 7, 2021.*

**Motion:** Councilor Marble made a motion to set the Hampden due dates of October 7, 2020 and April 7, 2021, seconded by Councilor Wilde. Unanimous vote 7-0.

Resolution: 2020 – 149

Note: Council will take a five-minute recess at 8:00 p.m.

- i. Request for authorization for the expenditure of \$41,978.83 from the Police Cruiser Account (G 3-753-00) to purchase the 2020 Ford Police Interceptor and associated equipment – requested by Christian Bailey, Director of Public Safety.

**Motion:** Mayor Ryder read the agenda item and called for a motion, Councilor Wright so moved, seconded by Councilor Jarvi.

Deputy Police Chief Webber informed Council that the cruiser was ordered in September 2019 and that they had to do a minor update to it and that it will be ready within a week or so.

Unanimous vote 7-0

Resolution: 2020 – 150

#### I. MANAGER'S REPORT

Town Manager Scott's Memorandum – attached Exhibit A.

Councilor McAvoy spoke with a question for the Town Manager. He had received an email from a constituent asking why the library is not open. He was under the presumption that there was limited access, but the claim is, that it is not the case and he would like to know why. Town Manager Scott informed that the Library has been following the guidelines set by the State Library Association and part of those guidelines are that every time books are returned that those books have to be quarantined for 96 hours and we're still not allowed to have any more than five people in there at a time based upon the configuration of the building and they base all of that information on what they from the CDC. She informed that we are still doing the book delivery program and that while we are not opened to the public in a traditional sense, in that anybody can come in at any time, in some ways it's a little more responsive, because rather than people browsing through the books they're having more of a conversation with the Librarians about what they want, so the librarians are able to assist them over the phone in anticipation of their pickup.

#### J. COUNCILOR'S COMMENTS

Councilor Marble - No Comment.

Councilor McPike – I'm just glad to see that Spectrum has put us back on channel seven and I noticed that they started replaying older, that we started and I hope it's posted on our site so that people know and perhaps more people at home will be able to pick up these Council meetings now that it's not somewhere out in the 13 or 14 thousands or wherever it used to hide. Thank you.

Councilor Jarvi – Mr Mayor I request that you and the Town Manager Scott discuss any feasible implement of a uniform starting time of 6 pm for all Town Council and workshop meeting, if it can be worked out. Thank you and goodnight Hampden.

Councilor Wright – No comment.

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

AUGUST 03, 2020

6:30 P.M.

MINUTES

*Councilor Wilde – No comment.*

*Councilor McAvoy – I just want to remind everybody to shop local, buy American, do your patriotic duty and never buy anything made in China. Goodnight Hampden.*

*Councilor Ryder – I'll throw my comment back to council McPike, I'm glad he can get Spectrum, because he lives in the right side of Town. Goodnight Hampden.*

K. ADJOURNMENT

*With No further business meeting adjourned at 7:21 p.m.*

*Respectfully Submitted,  
Gayle C. Decker, Town Clerk*

Note: Council will take a five-minute recess at 8:00 p.m.



**Memorandum**

TO: Town Council  
FROM: Paula Scott, Town Manager  
DATE: August 3, 2020  
RE: Manager's Report

- In the event that this was not in the news, the current status of the Coastal Resources plant is that the bondholder trustee has placed them into receivership. This simply means that there is now a person in Maine who will have authority to make decisions, rather than the trustee and legal counsel out of Boston. This will relieve the MRC of tasks it had taken on in order to keep the plant secure as well as to help efficiency with regard to securing potential new investors. This will have no bearing on MSW disposal for members.
- I would like to update the Council and the general public on the status of the various construction projects in town:

The Western Avenue sidewalk project is complete now that the beacon has been installed. It is a welcomed addition to Western Avenue and residents have expressed thanks to staff.

The Western Avenue sewer project, which we originally thought was going to have to be delayed until next year due to other state projects as well as the windmill projects, has been given a short window in which to accomplish it. As most of you know, the windmills have begun coming through town beginning on July 27<sup>th</sup> – two a day, for the next four weeks. In order for the town to get the sewer project done prior to the State's paving job slated for next year, so that we will not have to dig into brand new pavement, we will be sending out an RFP on August 19<sup>th</sup> with bids due back on September 3<sup>rd</sup>. Once the award is made at the following Council meeting, work can commence immediately with a tentative completion date of October. A temporary binder will be put in place to get us through the winter until the State commences in the spring. Additionally, Director Currier met with DOT representatives regarding the need to replace sidewalks in the project area and the desire not to have to cut into brand new pavement. After these discussions, DOT confirmed that they will take care of the curbing. They will replace all the HMA with concrete and will re-set a few sections of the granite in order to pull it back up to the 6" reveal. This will be done on both sides of Western Ave.

The Western Avenue Parking & Stormwater project is at about 90% completion for the portion of the project currently under contract. Whitmore Contracting has installed the surface gravel and completed the excavation for the rear pond. The material placement in the rear under drain soil filter and the soccer field level spreader still needs to be completed. When final grading,

base pavement, and curb is installed, they will build the two sidewalks, fill in around the light bases and islands, and back up all paved areas with loam, seed, and mulch. Some of this will be contingent upon when the binder is put down, which is yet to be determined. The right turn lane, the two sidewalks to the pool emergency doors and the parking lot directly behind the pool will be paved in the near future.

The Route 1A Project is currently at about 60% completion on the highway and 30% completion on the bridge. Beginning on July 16<sup>th</sup> and through the 30<sup>th</sup>, the catch basin frames and grates were installed, or are currently still in progress. Completed catch basins have been paved in. The bridge demolition is still on-going with improving the coffer dams in order to remove existing abutments and probing for ledge profiles behind abutment #1 began on July 30<sup>th</sup>.

The bridge replacement projects are moving along relatively quickly. MDOT is getting close to the demo of the bridges and will be starting with the North bound bridge before exit 180 on August 10<sup>th</sup>. The next will be the South and then the Center bridge in the package of stream bridges to be replaced. In order for this phase of the work to happen, DOT will have to close the stream for safety reasons. They will be removing the bridge deck and that can produce times when there is loose debris with the potential to fall. Additionally, the demolition of the bridge will happen in a manner that will not allow anyone to be in the immediate vicinity. They are attempting to notify boaters that this will be the case for 7-10 days at each location by placing signs at known landings. They are also discussing placing signs along the riverbank to hopefully capture those that might be utilizing a private access and are asking us to help spread the word, which we will via our website and social media.

- On Thursday I signed the agreement with iWorks which is the on-line building permit program that was included in the FY21 budget and which is the most highly recommended by other area communities that are using this system. We are still in the beginning stages. Training will be set up once the product is received and installed.
- Finally, in accordance with our personnel policy which provides for an internal job posting period prior to an employment ad going public, on July 21<sup>st</sup>, I posted the Administrative Assistant position recently vacated by Jessica. Today I promoted Wanda Libbey to that position, and she will begin some training on Wednesday with an anticipated accelerated transition. I will be internally posting the position that she is vacating, again, in keeping with the current personnel policy.



HAMPDEN TOWN COUNCIL WORKSHOP  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

C-2-B

MONDAY

AUGUST 10, 2020

6:00 P.M.

*Attending:*

*Mayor Ryder  
Councilor Jarvi  
Councilor McAvoy  
Councilor McPike  
Councilor Wright  
Councilor Wilde*

*Paula Scott, Town Manager  
Gayle C. Decker, Town Clerk  
Karen Cullen, AICP - Remotely  
Sean Currier, Public Works Director  
Amy Ryder, Economic Developer Director  
Jim Kiser  
John Higgins*

**A. CALL TO ORDER**

*Deputy Mayor Jarvi called the meeting to order at 6:00 p.m.*

**B. UNFINISHED BUSINESS**

- a. Review of proposed amendments to the Hampden Zoning Ordinance – referred from 7/20/2020 Town Council Meeting.

*Town Council referred majority of the amendments and Town Planner, Karen Cullen will work on any new amendments.*

- b. Review of proposed amendments to the Marijuana Ordinance – referred from 7/20/2020 Town Council Meeting.

*Town Council referred majority of the amendments and Town Planner, Karen Cullen will work on any new amendments.*

**C. NEW BUSINESS**

- a. Discussion on replacement of plow truck 18 – requested by Sean Currier, Public Works Director.

*Sean Currier, Public Works Director addressed the Council on replacement of plow truck 18.*

- b. Discussion on town wide access to high speed internet – referred by Councilor McAvoy.

*Town Council had generalized discussion on town wide access to high speed internet.*

- c. Discussion on Waterfront/Marina Improvements – requested by Amy Ryder, Economic Development Director.

*Amy Ryder, Economic Developer Director, addressed the Town Council on Waterfront/Marina Improvements.*

**Note: Council will take a five-minute recess at 8:00 p.m.**

.....  
MONDAY

AUGUST 10, 2020

6:00 P.M.  
.....

MINUTES

D. ADJOURNMENT

*Meeting adjourned at 8:27 p.m.*

*Respectfully Submitted,  
Gayle C. Decker, Town Clerk*

**Note: Council will take a five-minute recess at 8:00 p.m.**

E-1-a



**Town of Hampden-Recreation Department**

To: Hampden Town Council  
From: Shelley Abbott; Recreation Director  
CC: Paula Scott; Town Manager  
  
Date: 8/12/2020  
Re: Use of Kiwanis Summer Camp 2020

The Hampden Recreation Department would like to thank the Hampden Kiwanis Club for their support of the Kid's Kamp program during the summer of 2020. The Kiwanis Club welcomed the department without any hesitation to use their facility to house the reduced size day camp program to support the needs of our community after COVID-19 closed RSU 22 facilities to outside user groups. The camp program provided a critical need this summer for families returning to work after the stay at home order. I appreciate the hard work by Program Director/Assistant Recreation Director Jill McLaughlin, Kiwanian Curt Slininger, and the commitment to safety by all the seasonal program support staff and program families who attended. The Kid's Kamp program successfully completed its 7 weeks of summer camp on Friday, August 7, 2020.

Shelley Abbott  
Recreation Director



H-a



Town of Hampden  
Town Planner

## Memorandum

To: Town Council, Town Manager  
From: Karen M. Cullen, AICP, Town Planner *KMC*  
Date: August 12, 2020  
RE: Proposed Amendments to the Hampden Zoning Ordinance – for Referral to Public Hearing

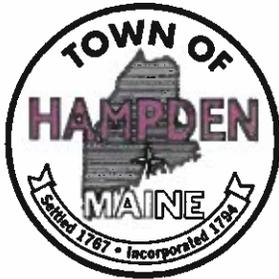
The Town Council has several choices on how to proceed with the proposed amendment to the zoning ordinance, including 1) voting to refer all proposed amendments to public hearing, 2) voting to not refer any to public hearing, or 3) voting to refer some but not all to public hearing. Since there was little or no discussion on some of the proposed amendments, and since we should be working to eliminate the need for the emergency ordinance on medical marijuana registered caregivers, which is coupled with §2.24 of the proposed amendments, I do not recommend the second option.

In order to provide the public with the opportunity to comment on the proposed amendments, my recommendation is to refer all of them, as proposed, to public hearing. If the Council is not in favor of adopting any of them, then the proper procedure is to not vote to adopt them after the public hearing.

Town Council also has the option to refer some but not all of the proposed amendments to public hearing. Based on the discussion at the workshop, I believe this option would be: For proposed amendments number 1 (§3.2.1) and 4 (§4.7.2), do not vote to refer these amendments to public hearing. They will then “die on the table” and will not be considered again unless the Planning Board and Town Council choose to reconsider the language and hold new public hearings.

If any of the proposed amendments are referred to public hearing, the schedule is as follows:

- September 1 – publication of the notice for the public hearings
- September 8 – public hearings (one for the zoning ordinance and one for the marijuana ordinance) with the Town Council
- October 8 – the amendments become effective, if adopted by Town Council on September 8



Town of Hampden  
Town Planner

## Memorandum

To: Town Council – For Workshop  
 From: Karen M. Cullen, AICP, Town Planner *KMC*  
 Date: August 12, 2020  
 RE: Proposed Amendments to Marijuana Ordinance – for Referral to Public Hearing

The proposed amendments to the Marijuana Ordinance were discussed in detail at the Town Council Workshop on June 8, 2020. At the workshop held on August 9, 2020, a question was raised regarding medical marijuana registered caregiver retail stores. The impression given at the meeting was that a registered caregiver would be unable to sell or otherwise dispense of 100% of the marijuana produced unless they were allowed to have a retail store.

After researching this, I have found that a registered caregiver may, among other things:

- sell up to 75% of the mature plants grown in a calendar year, including marijuana products or marijuana concentrate, to another registered caregiver or to a dispensary [see §2423-A (2) paragraph K-1];
- provide any amount of harvested marijuana to a manufacturing facility and receive products made from that same marijuana [see §2423-A (2) paragraph N]; and
- transport harvested marijuana plants or harvested marijuana for authorized conduct in accordance with this chapter – e.g. transport harvested marijuana to a qualifying patient [see §2423-A (2) paragraph O].

In addition, a municipality may prohibit registered caregiver retail stores [see §2429-D (3)].

My concern is that, in the event the Town Council decides to allow registered caregiver retail stores, the town would have little control over them. We cannot regulate the location of all registered caregivers in town, only those operations with more than one registered caregiver. If a registered caregiver is operating in the Residential A district, and we allowed registered caregiver retail stores, then there could be such a store in a residential neighborhood. Based on conversations with the council over the past several years, I do not believe that is the council's intention, nor in the best interest of Hampden's residents.

My recommendation is to refer the proposed amendments to the Marijuana Ordinance to public hearing, to be held on September 8, 2020. Should Council decide to amend the language of the proposed amendments, that can be done at the public hearing.



**Memorandum**

TO: Town Council  
FROM: Paula Scott, Town Manager  
DATE: August 13, 2020  
RE: Equipment Replacement

Following information that was loosely presented on August 10<sup>th</sup> at the Council workshop, and based upon information Director Currier obtained after discussions with vendors, the Maine Department of Transportation, and dealerships, he has presented two options for the replacement of pieces of equipment that were scheduled to be replaced, damaged in an accident, and broken down. Part of the reason it was brought to your attention at the workshop was to give you a heads up regarding the situation we found ourselves in.

You will see Director Currier's options in his following memo, and as always, it is the purview of the Council as to how you would like to proceed, however, my recommendation is to go with Option A, as follows:

**Purchase a replacement tractor from Equipment Reserve.** This will replace the tractor that lost the transmission. This tractor is three years beyond its retirement date, and it is a highly used piece of equipment. We do not have the proper tools to repair it in house and at this point in its life, it would be a maintenance nightmare. This is an unbudgeted purchase and I propose we purchase outright from reserve funds rather than lease. These funds could be repaid by insurance proceeds, and anything shy of the amount borrowed be re-budgeted for next year.

H - C

**Purchase a replacement for the Class 7 plow/dump truck #11** that was hit and damaged by another motorist and believed to have a bent frame. This purchase will be in lieu of replacing the intended vehicle due for replacement which was truck #18. Instead, due to the accident, we will retain #18 for one more year. This bid is ready to go out, but due to the time it takes for manufacture, will not be ready for this plow season. This is not a reserve request as it was budgeted for in the FY21 budget.

**Purchase a new Class 7/8 plow/dump truck** which is intended for the urban compact (and budgeted for the first year's payment) now. Again, due to the accident involving #11, we propose purchasing this truck sooner than we intended on, however, in the interest of time, we are requesting permission to waive the bid process for this one vehicle only so we will have it in time for this year's plowing season. The Director has reached out to MDOT to inquire about 'piggy-backing' on a state RFP for plow trucks, much like many police departments do when they 'piggy-back' on State cruiser bid purchases. We do

H - d

not have an answer back at this time. The second option is a result of contacting Freightliner and Daigle & Houghton to inquire if they have any plow trucks currently available for outright purchase. They both have a couple of trucks currently being manufactured that won't last long once put on the front line. In the interest of time we are respectfully requesting that the Council approve the purchase of this last dump/plow truck, whether by going through the State, or by direct single source.

H - C + d



**TOWN OF HAMPDEN**  
**DEPARTMENT OF PUBLIC WORKS**

106 WESTERN AVE.  
HAMPDEN, ME 04444

TEL 862-3337

FAX 862 5067

August 13, 2020

To: Paula Scott  
From: Sean Currier  
Subject: 2020 Equipment Reserve Request

The public works department is starting the process for the replacement of equipment funded by the FY21 approved budget cycle. There are three pieces of equipment in need of attention. Below, are options for funding and purchasing of these expenditures for your review.

We currently have a 2007 John Deere tractor that has been on the replacement list for the last three years. It currently has a significant mechanical issue that does not seem worthy of funding, given its age. The dealer estimated \$6000-\$7000 to complete a repair on the existing tractor. There is an unknown problem in the transmission and the tractor needs to be split in 3 pieces. This will take specialized tools that we do not have in-house. We have reviewed a lease versus a straight purchase and believe that the straight purchase of a new 2025 (18hp tractor) is the most cost effective method.

The second piece of equipment is replacement of a plow truck that has recently been in an accident and is unusable in its current state. The vehicle is going through the insurance process now and we are waiting for information about the estimated reimbursement or if it repairable. This accident was at no fault of the Town or its employees.

The third vehicle is a purchase of a plow truck to maintain the urban compact area that may be given to the Town as early as March 2021. I have provided two options for funding for your review below. I would be happy to discuss the details and alternate options if you desire.

**Option A**

Purchase a new tractor (purchase from equipment reserve fund 3-717-00 and replace funds with reimbursed (or partial) from insurance for truck #11 and next budget season, approx. ~\$28,000 total)

Send out an RFP for a new Class 7 plow/dump truck to replace truck #11 (keep #18, the original up for replacement but swapped due to accident one more year). This process will take approximately 9 months. We will not have this truck in time for 2020 plow season. (approx. ~\$150,000) Purchase out of operating budget 10-01-20-01.

Purchase a new Class 7/8 plow/dump truck (intended for the urban compact) now from a

truck currently available on a lot (or if we have an option to purchase in combination with a State bid) so we will have a full fleet for this winter's plowing. (Approx. \$175,000...~\$36,000 per year for 5 years). Purchase out of operating budget 10-01-20-01.

**Option B**

Purchase a new tractor from operating budget 10-01-20-01 (approx. ~\$28,000).

Send out an RFP for a new Class 7 plow/dump truck to replace truck #11 (keep #18, the original up for replacement but swapped due to accident one more year). This process will take approximately 9 months. We will not have this truck in time for 2020 plow season. (approx.. ~\$150,000) Purchase out of operating budget 10-01-20-01 (\$52,000/yr for 3 yrs including finance charge).

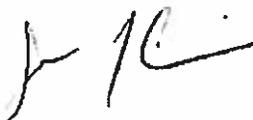
Purchase a new Class 7/8 plow/dump truck (intended for the urban compact) now from either State bid or a truck currently for sale so we will have a full fleet for this winter's plowing. (Approx. \$175,000...~\$60,000 per year for 3 years). Purchase out of operating budget 10-01-20-01.

Put remaining operating funds and any proceeds from truck #11 insurance reimbursement into equipment reserve account 3-717-00 for purchase of urban compact equipment in next budget season (Approx. \$47,000 operating to be remaining, reimbursement unknown)

At this time, I would like to request authorization to expend up to \$28,000 for the purchase of a new tractor to replace #9 from either the equipment reserve account 3-717-00 or the operating budget 10-01-20-01 depending on selection of Option A or Option B by the Council.

I would also like approval to put a down payment on a truck (purchased off a lot, or if State bid is an option) deemed to be the most financially advantageous to the Town, to secure a plow truck for the upcoming plow season (third vehicle referenced above).

Thank you for your consideration.



Sean Currier



**Memorandum**

H-e

TO: Town Council  
FROM: Paula Scott, Town Manager  
DATE: August 13, 2020  
RE: Terms of the deed between Town of Hampden and the Masonic lodge

---

I was approached by Mr. Francis who is the treasurer of the Masons and who is requesting that Town Council renegotiate the terms of the deed that was written when the lodge purchased the building from the Town. You will see that not only was the town given first option, but also the price that the town was to pay was capped at \$6,400. The lodge is thinking about the eventual sale of the building in order that they may be able to move to a facility easier to maintain and upkeep.

It is my opinion that we do not even want or need the building that we cannot or do not want to maintain, in the first place which would make the 'first option' as well as the price cap moot.

MEMORANDUM OF UNDERSTANDING

C-3-F

This Memorandum of Understanding is entered into by and between the Town of Hampden (hereinafter *the Town*) and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter *the Lodge*) as of the 31<sup>st</sup> day of July, 1991.

RECITALS

1. The Town and the Lodge are the owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge dated July 13, 1946, recorded January 15, 1949, in the Penobscot County Registry of Deeds in Volume 1295, Page 349.

2. At the time of the conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter *the Lodge Hall*), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge.

3. Subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its sole expense, a building and an addition thereto to house the Fire Department. Said building, and the portion of the parcel of land upon which it is situated, has been used and maintained by the Town.

4. The Town is constructing a new municipal office building, and Town officials anticipate that the Lodge Hall will no longer be needed for municipal purposes.

5. The parties hereto are desirous of entering into this Memorandum of Understanding for the purpose of accomplishing a partition of the real estate into two (2) lots shown on the sketch identified as Exhibit A attached hereto and made a part hereof. That portion of the property upon which the Fire Department building is located shall hereafter be called *the Fire Station Lot*, and that portion of the property upon which the Lodge Hall is located shall hereafter be called *the Lodge Lot*.

NOW, THEREFORE, in consideration of the foregoing recitals and the obligations of the parties set forth herein, the parties agree as follows:

1. The Lodge agrees to convey all of its right, title and interest in and to the Fire Station Lot, as depicted on Exhibit A hereto, and any buildings or structures thereon, to the Town, subject to the reservation of an easement to use and maintain the existing sanitary sewer line located on the Fire Station Lot. Provided, however, that there shall be no material disturbance of the building (or its foundation) situated on the Fire Station Lot from the exercise of said easement rights. Furthermore, the Fire Station Lot shall be restored as near as practicable, to the same condition that existed prior to the exercise of said easement rights.

2. In the event the Town elects to dispose of the Fire Station Lot, the Lodge hereby granted a right of first refusal to purchase the Fire Station Lot from the Town at the fair market value, which shall be determined by an appraisal of the same to be conducted by a duly qualified appraiser mutually chosen and paid for by the Town and Lodge. The Lodge shall have sixty (60) days from the date of the determination of the fair market value of the Fire Station Lot as above provided to exercise its right of first refusal and to provide the Town with a written notice of its election to purchase the Fire Station Lot at the appraised value. If the Lodge makes such an election, the closing on the transaction shall occur within ninety (90) days from the date of receipt by the Town of the Lodge's written notice of its election to purchase. If the Lodge fails to give the written notice or to close the transaction within the time specified above, the right of first refusal shall be null and void. Nothing contained herein shall be construed as placing any limitation on the right of the Town to exercise any and all of its rights as the owner of the Fire Station Lot.

3. The Town agrees to convey to the Lodge all of its right, title, and interest in and to the Lodge Lot and any buildings or structures thereon, subject to an easement reserved to the Town for vehicular and pedestrian access over a 10-foot strip of land for the purpose of providing access by maintenance vehicles to the cemetery situated northwesterly of the Lodge Lot and for pedestrian access to Route 1A from the school property owned or occupied by S.A.D. No. 22. The description of said 10-foot way shall be prepared by a surveyor and the location must be acceptable to both parties. The Lodge agrees to execute and deliver a Release Deed(s) to establish the foregoing easements.

4. In the event that: (a) the Lodge ceases to exist as a non-profit corporation, (b) the Lodge ceases to use and occupy the Lodge Lot as a lodge, or (3) the Lodge elects to dispose of the Lodge Lot property, the Town is hereby granted a right of first refusal to purchase the Lodge Lot, and any buildings or structures thereon, from the Lodge for the sum of six thousand four hundred dollars (\$6,400.00). The Lodge shall provide the Town with an advance written notice of any such event and the Town shall have thirty (30) days from the date of said notice to exercise its right of first refusal and to provide the Lodge with a written notice of its election to do so. If the Town makes such an election, the closing on the transaction shall occur within forty-five (45) days from the date of the Town's written notice to the Lodge. If the Town fails to give the written notice or to close the transaction within the time specified above, the right of first refusal shall be null and void. Nothing contained herein shall be construed as placing any limitation on the right of the Lodge to exercise any and all of its rights as the owner of the Lodge Lot. For the purposes of this paragraph, the term "non-profit corporation" shall be defined as a corporation, no part of the income or profit of which is distributable to its members, directors, or officers.

5. The Town shall remove the underground gas and fuel tanks from the Lodge Lot within forty-five (45) days from the date that it ceases to use the same for municipal offices for various departments. The Lodge shall bear all responsibility for the installation of a new fuel tank to serve the building on the Lodge Lot.

6. The Lodge agrees to preserve, protect, perpetuate and maintain the exterior of the building on the Lodge Lot in a good and sufficient state of repair subject to the following conditions:

a. The Lodge shall not add any additional signs, canopies, or plaques to the Lodge Hall or the windows thereof, which do not comply with the sign ordinances of the Town of Hampden.

b. The Lodge shall use its best efforts to perform ordinary repair and maintenance on the exterior of the Lodge Hall to maintain and enhance its appearance and structural soundness.

c. The Lodge shall not make any changes to the exterior of the Lodge Hall without first consulting with the Hampden Historic Preservation Commission. The foregoing provision shall not be construed to mean that the Lodge must receive approval of any exterior changes from the Commission under this Memorandum, but only that it must consult with the Commission.

The Town shall have the right to enforce this provision by an action for specific performance in any state court having jurisdiction of the matter.

7. The Town shall be entitled to retain an easement for the location and maintenance of the existing cannon on the Lodge Lot.

8. All conveyances contemplated hereunder shall be by Quitclaim Deed with Covenant, and each party accepting delivery of a deed shall be responsible for the recording thereof. Each party shall be responsible for any legal fees or title examination expenses incurred on its behalf. In addition, each party agrees to cooperate with the other party and to execute such documents as are reasonably necessary to implement the provisions of this Memorandum.

9. Any notice called for herein shall be in writing and shall be mailed postage prepaid by certified mail with return receipt requested, or hand delivered, in accordance with the following:

If to the Town:

Town Manager  
106 Main Road South  
Hampden, Maine 04444

If to the Lodge:

Worshipful Master  
P. O. Box 23  
Hampden, Maine 04444

Each party may change its address or contact person by written notice to the other party.

10. Neither party makes any warranties or representations as to the condition of the buildings, and each party agrees to accept its respective building "as-is."

11. The transactions contemplated by this Memorandum shall close not later than thirty (30) days after the Town ceases to use the building on the Lodge property for any municipal purpose.

12. The Town agrees to undertake the preparation of all legal documents and legal descriptions to implement this Memorandum and to cause the same to be submitted to the Lodge for its review.

13. In the event that the conveyances contemplated herein are not consummated within the time period set forth in Paragraph 11 above, each party shall have the right to terminate this Memorandum upon written notice to the other party, in which case this Memorandum shall be null and void and of no further effect.

14. In the event that the conveyances contemplated herein are consummated, any prior agreement between the parties (except for the provisions of this Memorandum) shall be null and void and of no further effect.

15. Each party shall provide the other party with documentation evidencing the legal authority of the entity and its designated official to execute and deliver the deeds of conveyance.

16. The provisions of this Memorandum are contingent upon the receipt of a variance by both parties from the Board of Appeals for the lotting as shown on Exhibit A.

In witness whereof, the parties hereto have caused the foregoing instrument to be executed by its undersigned officers, duly authorized, the day and year first above written.

Witness:

Town of Hampden

Kenneth G. Cole

By Marie G. Baker  
Marie G. Baker  
Its Town Manager

Trustees of the Charity Fund of Mystic  
Lodge, Free and Accepted Masons, No. 65

\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Print or type name as signed

STATE OF MAINE

Penobscot County

July 31, 1991

Personally appeared the above named Marie G. Baker, Town Manager of the Town of Hampden, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town.

Paula M. Newcomb  
Notary Public/Attorney at Law  
PAULA M. NEWCOMB  
Notary Public, Maine  
My Commission Expires Sept. 17, 1995

Print or type name as signed

STATE OF MAINE

Penobscot County

\_\_\_\_\_, 1991

Personally appeared the above named \_\_\_\_\_, \_\_\_\_\_ of the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Trustees.

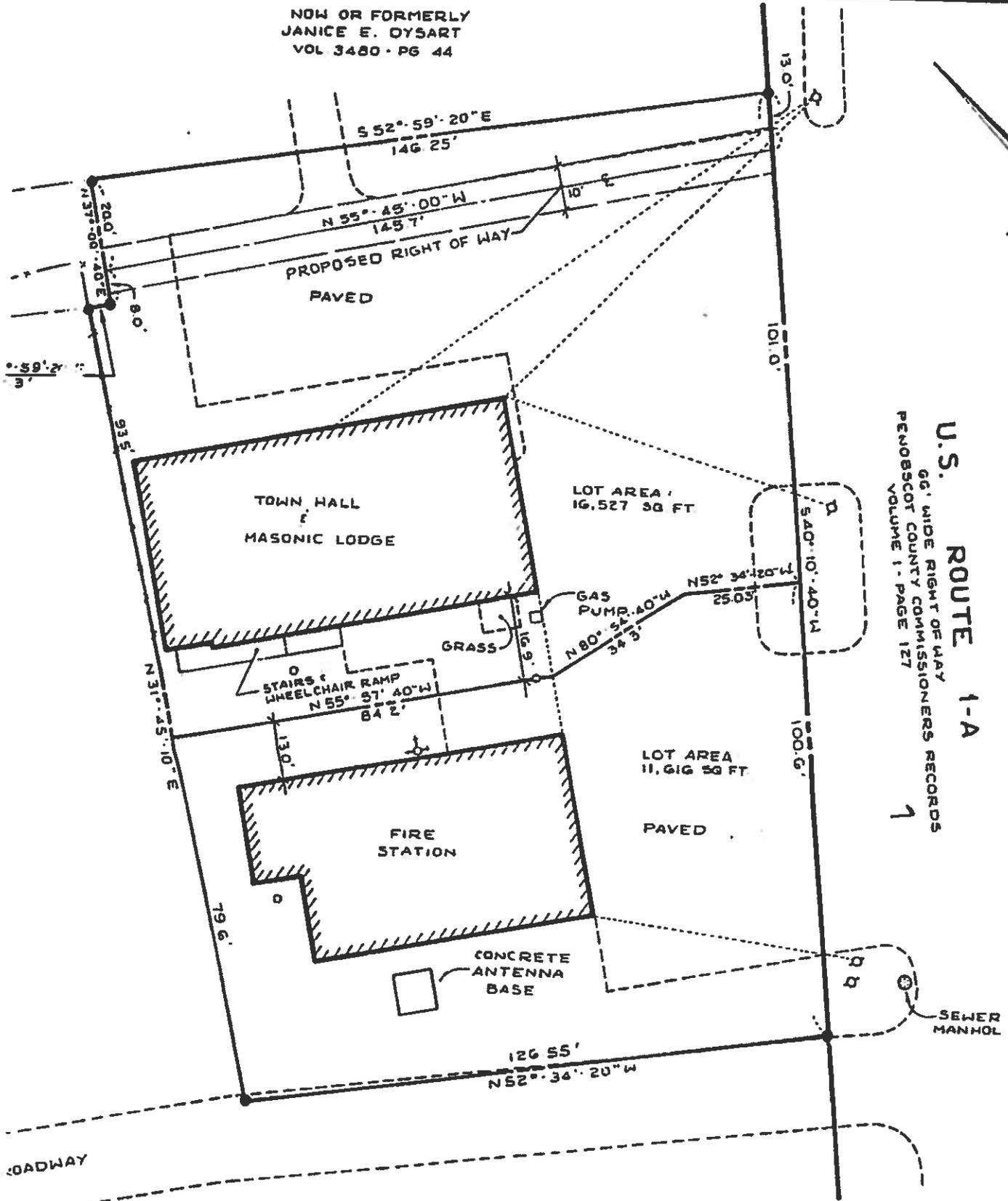
\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Print or type name as signed

EXHIBIT A

Note: Reduced Copy - Not to Scale

NOW OR FORMERLY  
JANICE E. OYSART  
VOL 3480 - PG 44



U.S. ROUTE 1-A  
66' WIDE RIGHT OF WAY  
PENOBSCOT COUNTY COMMISSIONERS RECORDS  
VOLUME 1 - PAGE 127

NOW OR FORMERLY  
ANNETH T. & RUTH E. NEWCOMB  
VOL. 2307 - PG. 245

Date July 31, 1991

A True Copy

Attest

Paula M. Newcomb  
Town Clerk

PAGE 3

approved. Councilor Huntley - opposed, all of the rest in favor, motion carried.

2. APPOINTMENTS - NOMINATIONS - ELECTIONS

Councilor Richards informed the council that there were three committee members whose terms have expired. She said that Tom Hennessey and Marie Rosenwasser, both serving on the Conservation Committee, did not wish to be reappointed. Joseph Poltrack, serving on the Zoning Board of Appeals, is willing to serve for one year. Councilor Muth nominated Joseph M. Poltrack to serve on the Zoning Board of Appeals. Councilor Carter seconded the nomination. Vote was unanimous. Councilor Muth moved and Councilor Carter seconded that nominations cease. Vote was unanimous. Vote was taken on the motion to reappoint Mr. Poltrack. Vote was unanimous.

3. UNFINISHED BUSINESS

A. PROPOSAL ON ROUTE #202/coldbrook road intersection - M.D.O.T.  
BRUCE IBARQUEN

This item was left on the table due to the shutdown of the state government.

b. NEGOTIATIONS ON TOWN HALL PROPERTY - (EXECUTIVE SESSION) -  
FINANCE COMMITTEE - COUNCILOR MUTH

An executive session was not held regarding this item as there were so few items to complete. Members of the Lodge were asked for their comments on the latest changes. Mike Hamel, Master of the Lodge, informed the council that there was a concern regarding the sewer line which runs under the fire station. Manager Baker clarified the two copies of Memorandums of Understanding. One states that the sewer line shall be relocated, which is the town's copy of the memorandum and the other is without sewer relocation, which is the Lodge's copy.

In discussion the Lodge felt it would be a real problem for them if they had to relocate the sewer line, because it is located under the fire station because of the ledge in the area. It was the Lodge's feelings that the line could be repaired where it is located due to equipment that is now available. Attorney Rosenblatt stated that the concern was that the town does not want to get into a situation where the Lodge would exercise their easement rights and dig up the fire station. He said that perhaps the answer in part is to make it clear that they can't do that. The way Attorney Russell has suggested that it be drafted is that once the repairs to the sewer line got to the point where it had to be excavated close to the building or reconstructed,

the Lodge's rights would end there and a new sewer line would have to be built. Attorney Rosenblatt said that perhaps the council would feel more comfortable with the idea of putting something in the agreement indicating that they have this easement and in the exercise of using and maintaining the sewer line, it has to be done in such a way that the building is not disturbed.

The public works director was asked his opinion regarding this and Greg felt there was a lot of worrying about nothing. The line could be there forever as it is protected by the building and if repairs should have to be made, the line can be fixed under the building. The town recently lined 800 ft. of sewer line and never dug a hole. Due to the ledge, there is no other option. Attorney Rosenblatt suggested that language be added that maintenance of the line be in such a way that it does not disturb the fire station.

The Lodge had one other concern dealing with the reference to the Lodge being a non profit organization. They requested that this be deleted. Their concern was that 50 years down the road state law might change and it would become a for profit organization and they would lose the building, as the agreement reads now. Attorney Rosenblatt was asked if this would be the case and he said that he guessed that it would but did not see a likelihood of that problem coming up. Mike agreed but down the road there could be problems.

Councilor Carter stated that the town's interest is insuring that the entity does not behave like a for profit corporation and if Attorney Rosenblatt agrees, a clause could be put in stating that in the case of a state law changing the definition of a non profit organization, the agreement would be renegotiated. She said she would not like to see the non profit taken out because she didn't feel it would be in the best interest of the town to have it for profit. Attorney Rosenblatt said that perhaps the best way to do it would be to say "to cease to exist as a non profit organization as that term is defined and refer to it as defined today. The Lodge had no other concerns.

Manager Baker made note that due to the zoning ordinance continuing to change, Attorney Rosenblatt had pointed out one more issue in regards to the variance. The other problem with regards to the variance has been resolved because it is one contiguous lot with the cemetery. She asked Attorney Rosenblatt explain the recent development. A survey plan was given to the council at this time.

Attorney Rosenblatt informed the council that there are two potential problems. One being where the boundary is between the two structures. The side yard setback has just been changed to just 20 ft. and it is impossible to meet with the particular configuration on the plan. The second potential problem appears to be that the lot being created is a lot where the structure is more than 20% of the area of the lot.

After much discussion if this could be considered an undue hardship regarding the variance and if this would be grandfathered, it was felt that the CEO and Zoning Board of Appeals would have to make the determination regarding the variances and that the Lodge should initiate the proceedings. As for this being grandfathered, as the creation of the new lot was pending and not fact, it would not be considered grandfathered.

Councilor Muth inquired if this item should be tabled or set aside. Attorney Rosenblatt informed the council that the agreement provides that it is contingent on receipt of a variance, therefore, the council could go ahead and execute the agreement and the next step would be an application for a variance. The Lodge members were in agreement with proceeding to have the council vote on the amended agreement.

Councilor Muth moved and Councilor Carter seconded to accept the agreement with the Mystic Lodge with the amendments as discussed, regarding the sewer and non profit corporation. Vote was unanimous.

Manager Baker requested that a vote be taken giving the manager authorization to sign the agreement on behalf of the town once the amendments are in place. Councilor Muth so moved and Councilor Carter seconded. Vote was unanimous.

c. REVIEW FOR COMPLETENESS OF SERF APPLICATION FOR CONVENTIONAL  
LANDFILL CLOSURE PLAN AND SECURE III EXPANSION PROPOSAL -  
TOWN MANAGER

The manager informed the council that she had received a packet for the trust fund and the figure is \$1,946,150 and she requested a motion noting that the application is complete. Councilor Muth moved and Councilor Carter seconded to accept the figure of \$1,946,150 for the completeness of the SERF application for the conventional landfill closure plan and Secure III expansion proposal. Vote was unanimous.

000556

**NOT QUITCLAIM DEED WITH COVENANT**

**OFFICIAL COPY**  
 Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 62, a nonprofit corporation with a lodge in Hampden, County of Penobscot and State of Maine, for consideration paid, grants to Mystic Lodge Masonic Temple Association, a nonprofit corporation having a place of business in Hampden, County of Penobscot and State of Maine, with **QUITCLAIM COVENANTS**, a parcel of land together with any and all buildings and improvements thereon, situated in Hampden, County of Penobscot and State of Maine, described as follows:

Beginning at an iron rod set on the westerly line of U.S. Route 1-A in said Hampden, which iron rod marks the northeasterly corner of land described in deed from the Inhabitants of the Town of Hampden recorded in Penobscot County Registry of Deeds, Volume 1295, Page 349; thence South 40 degrees 10 minutes 40 seconds West by and along westerly line of U.S. Route 1-A, a distance of 101.0 feet to a point; thence North 52 degrees 34 minutes 20 seconds West a distance of 25.03 feet to a point; thence North 80 degrees 54 minutes 40 seconds West a distance of 34.3 feet to a point; thence North 55 degrees 57 minutes 40 seconds West a distance of 84.2 feet to a point on the westerly line described in deed from the Inhabitants of the Town of Hampden; thence North 31 degrees 45 minutes 10 seconds East, by and along said westerly line, a distance of 93.5 feet to a iron rod set at an angle in said line; thence South 52 degrees 59 minutes 20 seconds East along a northerly line described in deed from the Inhabitants of the Town of Hampden, a distance of 7.3 feet to an iron rod set at an angle in said line; thence North 37 degrees 00 minutes 40 seconds east, by and along the westerly boundary described in deed from the Inhabitants of the Town of Hampden, a distance of 28.0 feet to an iron rod set; thence South 52 degrees 59 minutes 20 seconds East by and along the northerly boundary described in deed from the Inhabitants of the Town of Hampden, a distance of 146.25 feet to the point of beginning, enclosing 16,527 square feet.

Bearings referenced herein are oriented to magnetic north, October 1987, as determined by a survey of the within described lot by Flisga & Day, Land Surveyors.

The property is conveyed subject to the terms and conditions of a Consent Agreement between Grantors and the Town of Hampden, dated December 26, 1991 and recorded in Volume 4978, Page 332 of Penobscot County Registry of Deeds. Said Consent Agreement incorporates the same terms and conditions but with amendments as set forth in a prior Memorandum of Understanding dated July 31, 1991 and supercedes said prior Memorandum.

For Grantor's source of title, reference may be had to Quitclaim Deed with Covenant from Inhabitants of the Town of Hampden to Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65, dated December 26, 1991 and recorded in Volume 4978, Page 342 of Penobscot County Registry of Deeds and also a Consent Agreement dated December 26, 1991 and recorded in Volume 4978, Page 332 of said Registry.

NOT NOT  
IN WITNESS WHEREOF, the Trustees of the Charity Fund of  
Mystic Lodge, Free and Accepted Masons, No. 68 has caused this  
instrument to be signed by Glen J. Kennedy, Dennison Smith, A. L.  
Steven Imhoff, Robert H. Gillahan and Brando Omiccioli, its  
Officers, thereto duly authorized, this 31<sup>st</sup> Day of  
December, 1992.

Witness:

No Transfer Tax Necessary

Herbert L. Frost  
Russell O. Frost  
Herbert L. Frost  
Herbert L. Frost  
Russell O. Frost

Glen J. Kennedy  
Glen J. Kennedy  
Dennison Smith  
Dennison Smith  
Steven Imhoff  
Steven Imhoff  
Robert H. Gillahan  
Robert H. Gillahan  
Brando Omiccioli  
Brando Omiccioli  
Its Officers

STATE OF MAINE

Penobscot, ss.

December 31, 1992

Personally appeared the above named, Glen J. Kennedy,  
Dennison Smith, Steven Imhoff, Robert H. Gillahan and Brando  
Omiccioli, and acknowledged the foregoing instrument to be their  
(respective) free act and deed in their said capacity.

Before me,

Russell O. Frost  
Notary Public  
Russell O. Frost  
(Please print name & affix seal)  
Commission Expires 07/13/98



PENOBSCOT SS REC'D

93 JAN -7 AM 11:04

ATTEST:  
Glen J. Kennedy  
REGISTER

Herb Frost

BK4978 PG332

N O T

TOWN OF HAMPDEN, a Municipal Corporation Located in Penobscot County, State of Maine

N O T  
A N  
O F F I C I A L  
C O P Y

and

TRUSTEES OF THE CHARITY FUND OF MYSTIC LODGE, FREE AND ACCEPTED MASONS, NO. 65, of Hampden, Penobscot County, State of Maine

0007C1

C O N S E N T A G R E E M E N T  
N O T  
A N  
O F F I C I A L  
C O P Y

WHEREAS, the Town of Hampden (hereinafter "Town") and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter the "Lodge") are owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge, dated July 13, 1946 and recorded January 15, 1949 in the Penobscot County Registry of Deeds in Volume 1295, Page 349;

WHEREAS, at the time of the aforementioned conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter the "Lodge Hall"), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge;

WHEREAS, subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its own expense, a building and an addition thereto to house the Fire Department.

8K4978 PG332

N O T

TOWN OF HAMPDEN, a Municipal Corporation Located in Penobscot County, State of Maine

C O P Y

and

TRUSTEES OF THE CHARITY FUND OF MYSTIC LODGE, FREE AND ACCEPTED MASONS, NO. 65, of Hampden, Penobscot County, State of Maine

N O T

C O P Y

0007C1

N O T

AN OFFICIAL COPY

CONSENT AGREEMENT NOT

AN OFFICIAL COPY

WHEREAS, the Town of Hampden (hereinafter "Town") and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter the "Lodge") are owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge, dated July 13, 1946 and recorded January 15, 1949 in the Penobscot County Registry of Deeds in Volume 1295, Page 349;

WHEREAS, at the time of the aforementioned conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter the "Lodge Hall"), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge;

WHEREAS, subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its own expense, a building and an addition thereto to house the Fire Department.

H-9



**Memorandum**

TO: Town Council  
FROM: Gayle C. Decker, Town Clerk  
DATE: August 12, 2020  
RE: Lakeview Cemetery Plot #1886

---

Louise Dubay phoned on August 10, 2020 and inquired about having the Town buy back Lakeview Cemetery Plot #1886 that was purchased by her in April of 2019 for \$325.00. She has left the State of Maine and has the cremation remains with her. The ashes were not interred. I have spoken with Sexton Devon Patterson and he is in favor of Town Council doing so. The gravesite is unaffected.

### Receipt Search Report

Receipt Total = 325.00, Receipt Types: 41

Actual Trans Date	Trans Time	Receipt	Type	Teller	Name	Ref/Acct	Amount
07/03/2018	07:43:48	116	041	JMA	hayden, holly & timothy		325.00
07/16/2018	10:55:38	598	041	BAG	ouellette, maxine		325.00
07/30/2018	07:33:13	1098	041	ALM	torrance, john		325.00
08/02/2018	08:55:26	1352	041	ALM	HAYDEN, MERRITT		325.00
08/08/2018	09:51:37	1803	041	ALM	SMITH, RAYMOND & JOAN		325.00
09/06/2016	08:36:40	3516	041	DRH	WILLIAMSON, ALTON	LT 1640	325.00
09/07/2018	02:15:07	3665	041	JMA	KENT P HART		325.00
09/13/2018	07:43:32	4047	041	ALM	smith, gary & josephine		325.00
09/20/2018	08:14:17	4541	041	ALM	nelson, tressa		325.00
09/25/2018	09:08:44	4906	041	BAG	HAYDEN, HOLLY		325.00
11/27/2006	08:17:24	6396	041		HAMPDEN GILPATRICK FUNERAL	GRAVE	125.00
	Control1				HUGHES		
11/27/2006	08:17:25	6396	041		HAMPDEN GILPATRICK FUNERAL	GRAVE	200.00
	Control1				SMITH		
10/19/2016	09:30:36	6705	041	GAD	MURPHY, MARY E	LOT 1455	325.00
04/22/2019	07:38:43	18018	041	JMA	DUBAY, LEROY & LOUISE		325.00
05/19/2016	09:57:36	19416	041	ALM	schwarz, joyce		325.00
05/29/2019	09:39:46	20656	041	JJM	FROST, JEANNE & LEISHMAN,		325.00
Total:							4,875.00
Cash:							975.00
Check:							3,575.00
Credit:							325.00