

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

MARCH 5TH, 2018

7:00 P.M.

6:30 p.m. – Finance & Administration Committee

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - a. February 5th, 2018
 - b. February 20th, 2018
 - 3. COMMUNICATIONS
 - 4. REPORTS
 - a. Finance Committee Minutes – February 5th, 2018
 - b. Infrastructure Committee Minutes – January 29th, 2018
 - c. Planning & Development Committee Minutes – February 14th, 2018
 - d. Services Committee Minutes – January 8th, 2018
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS
 - a. Consideration of the proposed Ordinance authorizing the appropriation and borrowing of funds to finance the repair and replacement of portions of Hampden's Sewer Collection System – *referred by Council on February 20th, 2018*
 - b. Consideration of the proposed Coldbrook Corners TIF (Tax Increment Financing) Development Program and Credit Enhancement Agreement
– *referred by Council on March 5, 2018*

NOTE: The Council will take a 5-minute recess at 8:00 pm.

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

4. OLD BUSINESS

5. NEW BUSINESS

- a. Discussion of Councilor use of Town issued iPads – *request of Mayor McPike*
- b. Request for authorization to amend the FY18 Sewer Budget to increase budgeted expenses by \$73,500 to authorize the expenditure of revenues projected in FY18, but not included in the expense budget, for the purpose of supporting engineering services for sewer capital projects and support for creating a sewer Fiscal Sustainability Plan and CSO Master Plan – *referral from Infrastructure Committee & Finance and Administration Committee*
- c. Request for authorization to amend the 60-79 revenue line in the FY18 budget to reflect anticipated collection of \$53,305 in unbudgeted sewer connection fees and to increase budgeted expenses by \$53,305 to authorize the expenditure of FY18 projected revenues, but not included in the expense budget, for the purpose of supporting mitigation of anticipated Fiberright/Coastal flow impacts on existing infrastructure, and engineering services for other sewer projects – *referral from Infrastructure Committee and Finance & Administration Committee*
- d. Request for the disposition of a publicly held open space area within the Hampden Business and Commerce Park, consisting of 2.62 acres located at the end of the easterly cul-de-sac at the rear of the park, which will be isolated due to proposed reconfiguration of lots 33 and 34 and a publicly held (future use) right-of-way, thereby leaving the open space area with limited public benefit and no public access; for the purpose of effectuating business development. The open space area is to be combined with lot 34 and therefore will be subject to the Option Agreement between the Town of Hampden and Sargent Corporation – *referral from Planning & Development Committee*
- e. Agreement with Maine Department of Transportation for the issuance of a construction overlimit permit to allow overweight vehicles to travel on posted Municipal roads during construction projects numbered 02326.00 and 23318.00
- f. Discussion on potentially adding a second School Resource Officer – *requested by Councilor Sirois*

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MONDAY

MARCH 5TH, 2018

7:00 P.M.
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E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. CLERK'S COMMENTS

H. COUNCILORS' COMMENTS

I. ADJOURNMENT



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

MONDAY

FEBRUARY 5TH, 2018

7:00 P.M.

6:00 p.m. – Finance & Administration Committee

Attending:

*Mayor McPike
Councilor McAvoy
Councilor Cormier
Councilor Wilde
Councilor Sirois
Councilor Marble
Councilor Ryder*

*Town Manager Angus Jennings
Town Clerk Paula Scott
Assist. Superintendent Regan Nickels
Representative Haggan
Valerie Webster
Matthew Davidson*

- A. **PLEDGE OF ALLEGIANCE** – *Mayor McPike led the Pledge of Allegiance*
- B. **CONSENT AGENDA** – *Councilor Marble made a motion, seconded by Councilor Sirois, to accept the consent agenda. Unanimous vote in favor, 7-0.*

1. SIGNATURES

2. SECRETARY’S REPORTS

- a. **January 16th, 2018 Council Meeting Minutes**

3. COMMUNICATIONS

- a. **Renewal of a Victualer’s license for Dunkin’ Donuts**
- b. **Notice from the Secretary of State regarding possibility of implementation of Ranked Choice Voting in June**
- c. **Return of Warrant and Notice of Election posting**
- d. **Letter from Governor LePage regarding tax exempt property**
- e. **Memo from Tax Collector Barbara Geaghan regarding the rates for delinquent taxes**
- f. **Letter to Town Councilors regarding interview process for Interim School Board Director candidates**

4. REPORTS

- a. **Finance Committee Minutes – December 18th, 2017**

NOTE: The Council will take a 5-minute recess at 8:00 pm.

- b. **Infrastructure Committee Minutes – None**
- c. **Planning & Development Committee Minutes – January 3, 2018**
- d. **Services Committee Minutes – None**

C. PUBLIC COMMENTS - None

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. **Reminder that the RSU 22 Bond Referendum will be held Tuesday, February 6th. Polls are open from 8:00 a.m. – 8:00 p.m.**

4. OLD BUSINESS - None

- 5. NEW BUSINESS** – *Councilor Marble made a motion, seconded by Councilor McAvoy, to add an item to the agenda. Unanimous vote in favor. Councilor Marble made a motion, seconded by Councilor McAvoy, to accept the resignation of Town Manager Angus Jennings. Councilors Cormier, McAvoy, Wilde, Marble, Ryder and Mayor McPike voted in favor. Councilor Sirois voted in opposition. Motion carries, 6-1. Manager Jennings read his letter of resignation which will be entered into the minutes as Exhibit A. Councilor Marble spoke with regret about accepting Manager Jennings' resignation, praised the good work he has done while here and thanked him for all that he has accomplished. Councilor Sirois echoed his comments stating that he appreciates the job well done and wishes him well.*

- a. **Announcement of Finance Committee position regarding proposed RSU-22 Bond Referendum regarding replacement of turf athletic field** – *Councilor McAvoy stated that there was not a unified comment regarding this referendum coming out of Finance Committee. He said his personal opinion is to vote no, and offered other Councilors opportunity to state their personal opinions if desired. Councilor Marble agreed with the lack of a unified statement, and for the public's benefit, reported that Assistant Superintendent Nickels had been at the Finance meeting and answered questions and points from Committee. He quoted a member of the public who was also at the meeting and stated that he was going to vote for it, but feels like he is being held hostage. Councilor Marble stated that he will be looking to see what happens in the future with regard to stewardship if it is passed by the voters tomorrow. Councilor Wilde spoke about the*

interest this topic has generated around town and that he has received numerous emails about it. He acknowledged that Mrs. Nickels did not create this problem, but inherited it and hopes that this will be taken into account for future capital planning. Assistant Superintendent and Hampden resident Regan Nickels was recognized and approached the podium. She thanked the Council and Committee for giving her the opportunity to discuss the turf replacement with them, especially the comparison between turf and grass. She acknowledged that there had been plenty of time for foresight, and assured that this will be a part of the strategic plan going forward. She thanked the taxpayers and the residents that have taken an interest in this project for the students, and for the greater community. Mayor McPike recognized resident Matthew Davidson of 1334 Carmel Road North. He stated that he had owned a baseball training facility in New Jersey for seven years. He said that sports offer kids a positive outlet and that proper facilities are hugely important. He said that his professional opinion, is that in this climate, artificial turf is essential. Mayor McPike spoke stating that he is in favor of the field, that he believes it is a good thing for the school, but he feels it was forced upon everyone. He thinks the planning put into it was poor and has yet to see anything that says how it is going to be planned for and maintained going into the future.

- b. **Proposed Coldbrook Corners TIF (Tax Increment Financing) Development Program and Credit Enhancement Agreement – referral to public hearing on Monday, March 5, 2018 – referral from Finance & Administration – Councilor McAvoy made a motion, seconded by Councilor Marble, to refer this to public hearing for March 5th. Unanimous vote in favor, 7-0.**
- c. **Request for authorization for the expenditure in the amount of \$7,180.42 from the City Bus Reserve (3-710-00) for the purpose of paying Hampden’s share of The Bus rehab project – referral from Finance & Administration – Councilor McAvoy made a motion, seconded by Councilor Marble, to authorize the amount of \$7,180.42 from the City Bus reserve account for the purpose of paying our share of The Bus rehab project. Unanimous vote in favor, 7-0.**
- d. **Town Council approval of the proposed Retail Marijuana Moratorium – referral from Planning & Development Committee – Councilor Ryder reported that in December the Planning & Development Committee voted 5- 0 to refer to Council a recommendation for moratorium on retail marijuana due to a lack of state rules which are necessary for Hampden to adopt for the stated uses within the moratorium. Manager Jennings recapped the law approved by voters in November of 2016 which allowed for 5 different uses for marijuana. The Town of Hampden has already acted on the uses of retail sales and social clubs through zoning. The State has not worked out any rules for the remaining three uses. The prudent thing**

for the Town to do would be to impose a moratorium which effect would be to ensure that during this period of uncertainty, no proposals for the other three uses of cultivation, manufacturing and testing would be accepted until the State has clear rules. Councilor Marble spoke about a recent Penobscot County meeting in which it was reported that there was no clear agreement in the details between members of the House and Senate and feels that this moratorium is a sound effort. Representative Haggan was recognized and approached the podium. He stated that the Committee has been working extremely hard and are looking at rules and regulations from other States who have also legalized marijuana in an effort to find out what has worked and what hasn't. They have now brought in members of law enforcement to be a part of the process. They are studying the environmental burden the waste may cause. Councilor McAvoy questioned item 7 referring to Revenue Sharing to which Rep. Haggan stated that this was one area that lawmakers cannot agree on. Discussion followed regarding the authority under statute to set moratorium for 180 days, or as written, for 60 days. Valerie Webster was recognized who stated that the State has a moratorium until April 1st. Discussion ceased. Councilor Marble made a motion, seconded by Councilor McAvoy, to amend the proposed moratorium from 60 days to 180 days. Councilors Cormier, Wilde, McAvoy, Marble, Sirois and Mayor McPike voted in favor. Councilor Ryder voted in opposition. Motion carries, 6-1.

- e. **Executive Session – pursuant to 1 MRSA § 405(6)(E) – Confidential records**

E. COMMITTEE REPORTS

Planning & Development – Councilor Ryder reported that the Committee reviewed the Coldbrook Road TIF which has been set for public hearing and held discussion on changing covenants within the Business Park

Services Committee – Councilor Marble stated that this Committee hasn't met since last Council meeting. The next meeting is on Feb. 12th.

Infrastructure Committee – Councilor Cormier reported that this Committee met on January 29th and discussed the on-going Capital Program, stating that the Manager has come up with a way to simplify the budget process. They met with the consultant engineer to discuss the issues with the sewer found during the CCTV process and it will cost approximately 1.4 million dollars to fix it. Discussed the anticipated Water District increase. The Committee was informed about a non-compliance discharge after 3" of rain and heavy snow melt. This was reported to DEP on January 13th. Committee members were addressed by a Mr. Roland Fogg who is not satisfied with the material the Town uses on the roads for snow removal.

Finance & Administration Committee – Councilor McAvoy reported that all items discussed in Committee were acted on tonight. He also reported that the date for the Goals & Objectives meeting was confirmed for Saturday, Feb. 10th at 8:00 a.m.

F. MANAGER'S REPORT – *Manager Jennings reminded everyone that the polls are open tomorrow from 8:00 a.m. to 8:00 p.m. He reported that we have contracted with an Industrial Hygienist to evaluate the mold situation. It appears that the issue may be more isolated than first thought. He updated Councilors that the Department Heads have begun working on their budgets and will present at Goals & Objectives.*

G. COUNCILORS' COMMENTS

Councilor Wilde – *No comment*

Councilor Cormier – *No comment*

Councilor McAvoy – *Reminded everyone to shop local and buy American. He wished Hampden a good night.*

Councilor Marble – *Reflected on the recent appointment of two Interim Directors for RSU 22. One of the interested parties not chosen has written to Council and Councilor Marble spoke to her on the phone. He stated that she remained a-personal and commented mainly on the process, making some good points for ways which would help moving forward. For instance, she thought that if candidates were going to be interviewed for a position they should all be given the same questions, by the same interviewers. He commended her for caring enough about the process to want to contribute, and that it is a good example of citizen involvement.*

Councilor Sirois – *No comment*

Councilor Ryder – *Reminded people to get out and vote.*

Mayor McPike recognized Representative Haggan who clarified an earlier comment regarding the State's moratorium. There is not one at this time. The prior one expired February 1st.

Mayor McPike – *No comment. He then stated that the next item would be to enter executive session. Since there would be no action coming out of it, the public could leave at this time.*

H. ADJOURNMENT – *The business portion of the meeting adjourned at 7:45 p.m.*

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk

Exhibit A

Angus Jennings
1 Frances Drive
Hampden, ME 04444

February 5, 2018

Town Council
Town of Hampden
106 Western Ave.
Hampden, ME 04444

Dear Members of the Council,

Pursuant to Sec. 3(C) of my employment agreement with the Town of Hampden, I hereby submit my resignation as the Town Manager and the Town Treasurer, effective June 30, 2018.

Upon the Council's acceptance of my resignation, I look forward to continuing to work together through the remainder of my tenure to advance the work done to date. The extended time before my departure is intended to allow me to devote the attention needed to maintain Town operations, including overseeing the FY19 budget process, while devoting significant time toward preparing for an effective transition. In addition to working with the Town Council to clearly identify policy priorities for the next fiscal year, I will be working with current personnel to ensure continuity of operations during and following the transition to a new Manager.

The Town of Hampden has proven to be a wonderful home for me and my family during our time here, and it is easy to see how the Town has gained its reputation as a high quality community for young families. We have been delighted to get to know the greater Bangor region, and we have developed friendships that will far outlast our time as residents.

Professionally, I wish nothing but success to the Town of Hampden, and its residents and businesses. I have tremendous confidence in the competence, professionalism, and work ethic of the Town's Department Heads. With the support of the Town Council, I trust that their continued good work will allow the Town to build on the successes of recent years.

It has been and continues to be an honor to serve the Town of Hampden.

Sincerely,



Angus Jennings



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

TUESDAY

FEBRUARY 20TH, 2018

7:00 P.M.

6:00 p.m. – Finance & Administration Committee

Attending:

Mayor McPike

Councilor Cormier

Councilor Wilde

Councilor McAvoy

Councilor Marble

Town Manager Angus Jennings

Town Clerk Paula Scott

Rec. Director Shelley Abbott

- A. PLEDGE OF ALLEGIANCE** – *Mayor McPike led the Pledge of Allegiance*
- B. CONSENT AGENDA** – *Councilor Marble made a motion, seconded by Councilor McAvoy, to accept the consent agenda. Unanimous vote in favor, 7-0.*
- 1. SIGNATURES**
- 2. SECRETARY’S REPORTS**
- a. None
- 3. COMMUNICATIONS**
- a. **Written testimony by DPW Director Currier regarding the proposed amendment to LDD 399**
- b. **RSU # 22 Education Foundation’s 2nd Annual “Keep it Local” Community and Business Expo**
- 4. REPORTS**
- a. **Finance Committee Minutes – January 16, 2018**
- b. **Infrastructure Committee Minutes – November 27, 2017**
- c. **Planning & Development Committee Minutes – January 17, 2018**
- d. **Services Committee Minutes – None**
- C. PUBLIC COMMENTS** - *None*
- D. POLICY AGENDA**

NOTE: The Council will take a 5-minute recess at 8:00 pm.

1. **NEWS, PRESENTATIONS & AWARDS - None**
2. **PUBLIC HEARINGS - None**
3. **NOMINATIONS – APPOINTMENTS – ELECTIONS - None**
4. **OLD BUSINESS**
5. **NEW BUSINESS**
 - a. **Council referral to Public Hearing for March 5th the proposed Ordinance authorizing the appropriation and borrowing of funds to finance the repair and replacement of portions of Hampden’s Sewer Collection System – referral from Finance & Administration Committee – Manager Jennings gave a power point presentation to demonstrate the need for the bond to replace portions of the sewer system. His presentation included potential funding scenarios and interest rates. Councilor McAvoy made a motion, seconded by Councilor Marble, to refer the proposed ordinance authorizing the appropriation and borrowing of funds for the repair and replacement of portions of the Sewer Collection System to Public Hearing on March 5th. Unanimous vote in favor, 5-0.**
 - b. **Council vote to rescind the vote of October 3, 2016 to authorize cutting, stumping and grinding and site preparation at the Lura Hoit Pool site but to retain authorization for permitting for additional parking, potential recreational facilities, and associated infrastructure – referral from Services Committee and Finance & Administration Committee – Councilor McAvoy made a motion, seconded by Councilor Marble, to rescind the authority for cutting, stumping, grinding, and site preparation at the Lura Hoit Pool site as expressed in the motion and vote of October 3, 2016, but to retain authorization for permitting for additional parking, potential recreational facilities and associated infrastructure. Councilor Cormier asked the Town Clerk when a motion can be tabled, and when can it be brought back. The Clerk responded that a motion can be tabled at any time and can remain on the table for as long as it needs to be there. Councilor Cormier then asked the Clerk if, when it comes off the table, the voting process was the same. The Clerk stated that the voting process was the same. Mayor McPike asked Councilor Cormier if he would like to table the motion; Councilor Cormier declined and the motion was brought to vote. Councilors Wilde, McAvoy, Marble and Mayor McPike**

voted in favor. Councilor Cormier voted in opposition. Motion carries, 4-1.

- c. **Council authorization to proceed with the issuance of an RFP to seek pricing for engineering and permitting (DEP and local) for work on the Lura Hoyt Pool and Municipal Building Site – referral from Finance & Administration Committee – Mayor McPike explained to the public that this did not get a recommendation for Council from Finance & Administration so there would not be any action on this item.**
- d. **Request for Council authorization for the appropriation of \$7,500 from the Personnel Reserve (3-733-00) for costs associated with the town manager search – Councilor McAvoy made a motion, seconded by Councilor Marble, to authorize the appropriation of up to \$10,000 from the Personnel Reserve for costs associated with the town manager search. Councilors Wilde, Cormier, McAvoy and Mayor Ryder voted in favor. Councilor Marble voted in opposition. Motion carries, 4-1.**
- e. **Council referral to Public Hearing for March 19th, the proposed amendments to the Hampden Business Park Covenants – referral from Planning & Development Committee – Manager Jennings summarized the background on the proposed amendments, citing the restrictive covenants as creating barriers for economic development. All owners within the Business Park were mailed a copy of the proposed changes. Councilor McAvoy made a motion, seconded by Councilor Marble to refer the proposed amendments to the Hampden Business Park Covenants to public hearing on March 19th. Unanimous vote in favor, 5-0. Councilor Marble commended the amount of work done by staff and contracted professionals on these proposed changes and stated that this is a step to increase businesses in the Park and to increase tax revenue.**

E. COMMITTEE REPORTS

Infrastructure – None

Finance & Administration – Reported that all items referred from Committee were acted on tonight

Services – Reported that at the last meeting, members were updated on the status of the Kiwanis lease, and an update from the recent meeting of the Penobscot Cable Consortium which in essence holds Spectrum accountable. Committee members discussed the process on engineering and permitting at the Lura Hoyt Pool site, and as a Committee, voted to move that forward.

Planning & Development – Mayor McPike, reporting for Councilor Ryder, stated that the main topic discussed was the Business Park Covenants that was sent to Public Hearing tonight. Manager Jennings stated that Committee members received the quarterly report regarding recreational marijuana.

- F. MANAGER'S REPORT** – *Manager Jennings reported to Council that negotiations are currently underway with both the Police and the Fire Unions and the contracts should be solidified before the formal budget process begins. He thanked Councilors and staff for their attendance and participation at the goal setting for Council priorities that took place on February 10th. The result of that meeting is currently being compiled into a report for the public to be able to read in order to find out what the Council's priorities are.*
- G. CLERK'S COMMENTS** – *The Clerk read thoughts about Manager Jennings and wished him well in the future. Comments are attached as Exhibit A. Mayor McPike asked for an update on ranked choice voting. The Clerk explained that we have been informed by the Secretary of State's office that if it must be implemented for June, that due to the complexity of tabulator programming, we would have to designate two tabulators for State ballots only, and two tabulators for Town ballots only. That is our current practice but we would need to be extra vigilant to make sure that no ballots were put into the wrong machines. It appears at this stage that all State and Federal ballot material will be sent, along with the tabulator flash drives, to Augusta for counting. The Clerk stated that she will advise Council when more is learned. Councilor McAvoy inquired if this would affect Town ballots, and it would not.*
- H. COUNCILORS' COMMENTS**
Councilor Wilde – No comment
Councilor Cormier – Clarified his Committee report, stating that there is no report because the Infrastructure Committee has not met.
Councilor McAvoy – Stated that everyone may have to dig out sunscreen tomorrow, and to remember to shop local and buy American.
Councilor Marble – Wished the Hampden basketball team luck. He then spoke about small town politics, and how he listened tonight and has been listening to recent votes. He spoke about how the public missed seeing one or more Councilors vote one way a week ago, and then do a complete 180 with no information shared, questions asked, or warning. He stated that he will always welcome earnest, heartfelt discussion. He said that he will always respect different points of view. He respects that Councilors can change their mind, including him, and he has but it is usually based on new information or time to reflect with a sharing of that reflection. He stated that he has no respect for the kind of stuff that happened tonight. He thinks it has no place in a Town like Hampden.
- I. ADJOURNMENT** – *With no other business to conduct, the meeting adjourned at 7:45 p.m.*

TUESDAY

FEBRUARY 20TH, 2018

7:00 P.M.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Paula A. Scott".

*Paula A. Scott, CCM
Town Clerk*

Exhibit A

When I was first hired in March of 2016, the Town and the RSU both were in the beginning of the budget process, and as is customary and necessary for a Town Manager, Angus was in constant contact and dialogue with RSU leadership. The focus was not just the school's budget numbers, but more importantly, the focus was on total transparency. I was still acclimating to my new position and learning my way around all things Hampden and I was watching the process with interest. One day I was reading a letter that Angus had written to the Superintendent and out of everything in it that was spot on, one phrase jumped out at me that I will never forget. He wrote, in part ...'numbers matter and *words* matter'... I swirled that around in my head thinking about how such a simple statement could at the same time be so profound. I knew at that moment that Angus and I were like-minded in that regard and would get along just fine. I also knew that the Town had a good leader at the helm.

We all know that numbers matter when we are talking about budgets, and expenses, and revenues, and all the many important aspects of public service that are dependent upon tax payer funding. Numbers matter to the residents who expect those dollars to be accounted for accurately and in a way that allocates pieces of the pie to fund the whole of all the services that make a great community. But numbers don't lie....two plus two will always equal four. Conversely, words can have subtlety and nuance that can change their meanings depending on the context or content. Words can be used as a mechanism for subterfuge. Words are what define accuracy and truthfulness. Words can tear something down, or build something up. Words are powerful.

Angus uses words well, and as a fan of the 'King's English', the Oxford comma, and a good double entendre, I have enjoyed wordsmithing with him, reading his letters and memos, and hearing him speak. The best part about it though, is that he has used his words honestly and genuinely in his service to the Town of Hampden. You could always believe that what he was saying was the truth, because it was. That is what the townspeople expect and deserve and what defines a good leader.

I have been in public service for a total of 25 years and have served three communities through those years. I have sat under numerous Boards of Selectmen and one other Council. I have worked with 7 different Town Managers along the way. Angus is one of the best managers that I have had the pleasure of working with. I hope that his successor will be chosen with the goal of continuing the work that he began, with the same integrity and with the same ability to build teams and develop staff while carrying out Council priorities. He has set a high bar and Hampden has benefitted from Angus's accuracy with numbers and his truthfulness with words. Because numbers will *never* lie, and words will *always* matter.

I wish Angus and his family the best for the future, both personally and professionally. I consider him a colleague, a mentor and a friend. I will miss him.

Paula A. Scott
Town Clerk & Friend ☺

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, February 5th, 2018

MINUTES

Hampden Town Office

Attending:

*Councilor, Terry McAvoy Chair
Mayor Ivan McPike
Councilor Mark Cormier
Councilor David Ryder
Councilor Dennis Marble
Councilor Stephen Wilde
Councilor Greg Sirois*

*Town Manager Angus Jennings
Tax Collector Barbara Geaghan
Asst. Superintendent Regan Nickels
State Rep. David Haggan
Town Clerk Paula Scott
TIF consultant Noreen Norton
Resident Bill Boyington
Resident Valerie Webster*

Chairman McAvoy called the meeting to order at 6 p.m.

1. Meeting Minutes

- a. January 16th, 2018** – *Motion by Mayor McPike seconded by Councilor Ryder to approve the minutes. Approved 7-0.*

2. Review & Sign Warrants – *Warrants were reviewed and signed.*

By unanimous consent of the Councilors, Agenda Item 4.a. was taken up out of order.

4. New Business

- a. Executive Session – pursuant to 1 MRSA § 405(6)(E) – Confidential records** – *By unanimous roll call vote, the Committee entered Executive Session at 6:02 PM. The Committee departed Council Chambers and convened in the conference room. The Committee returned to Council Chambers and to open session at 6:19 PM.*

3. Old Business

- a. Discussion of proposed RSU-22 Bond Referendum regarding replacement of turf athletic field** – *request of Mayor McPike – Mayor McPike introduced the discussion by noting his attendance at the RSU-22 public meetings on this topic, and said he has some concerns. He introduced Asst. Superintendent Regan Nickels, in the audience, and thanked her for taking the time to meet with him recently and for her attendance tonight. He explained his concerns about the proposed borrowing: he is not aware that quotes were received so wonders about the estimated cost; he doesn't know why lighting upgrades are needed and said there are only 10-15 lighted*

games a year, which would reduce the payback period (due to lower energy use of LED bulbs); he was concerned that the field replacement costs were not capitalized over the life of the field, other than half of the gate receipts (which he estimated at \$110,000); and said this would represent a structural increase in the budget, and could double if RSU-22 capitalizes the next field replacement while also borrowing for the proposed field replacement.

Chairman McAvoy also thanked Asst. Superintendent Nickels for attending. He asked why RSU-22 did not budget to replace the field.

Asst. Superintendent Nickels acknowledged that RSU-22 can do a better job about budgeting for capital needs and that this is something we're all working to improve. In response to Mayor McPike's comments she said they did receive informed quotes on which to base the cost estimate, but will spec out the work in detail if it is approved and bid out. Regarding lights, she said that the current bulbs won't be available in 15 years. We want to be able to maintain and monitor the lights, and have been changing over to LED across the campus. She acknowledged a slower payback period, estimated at 15 years, due to limited usage of field lights.

Mayor McPike asked how many times current bulbs are replaced and Asst. Superintendent Nickels estimated about 10 fixtures a year. Regarding budgeting for capital, Asst. Superintendent Nickels said that the School Board has a field maintenance reserve fund and is re-evaluating how gate receipts are handled. She said they have applied for 3 grants, and circulated to the Councilors a fundraising packet that she said could generate significant potential revenue.

Chairman McAvoy asked if there had been consideration of returning to a natural grass field. Asst. Superintendent Nickels said that between girls' and boys' soccer, JV and varsity, that grass wouldn't be able to serve as a multi-sport field due to wear and tear. She noted that the Reeds Brook field gets torn up by use. New and upgraded fields would be needed, and it would cost \$140,000 to revert the turf field to grass.

Councilor Marble asked about revenues generated by hosting events of the Maine Principals' Association (MPA). Asst. Superintendent Nickels said that they will be talking with the MPA, noting that the total rental income is minimal but this is also the case at UMaine and Husson and they're getting the gate receipts. Councilor Marble acknowledged that the Town Council is having its own struggles to fund capital needs and said his biggest concern is underfunding future costs. Asst. Superintendent Nickels said that the Board is

beholden to what funding is approved in the budget. Councilor Marble said that the Council is also looking at Rec fields and that conversations are good. Councilor Sirois noted that one of the private donors when the field was initially built had specifically instructed the Superintendent at that time to set aside funds for replacement.

Chairman McAvoy called for public comment. Bill Boyington said he's in favor of replacing the field but said there has been mismanagement, referring to a Turf Committee existing since 2012. Mayor McPike said he doesn't see the benefit to supporting this. He asked who will go sell the sponsorships? He said this will be forgotten and the same thing will happen over again.

Asst. Superintendent Nickels said the Board and Administration has heard the message. Mayor McPike asked what is the plan if the referendum fails and Asst. Superintendent Nickels said they would look at other options including potentially another referendum.

The Committee concluded the discussion without taking a formal position on the proposed ballot question.

- b. Confirmation of date and time of the annual Goals & Objectives session** – *It was announced that the Goal Setting meeting will take place on Saturday, February 10 beginning at 8 AM.*

4. New Business

- a. Executive Session – pursuant to 1 MRSA § 405(6)(E) – Confidential records** – *This matter was taken up earlier in the meeting.*
- b. Executive Session – pursuant to 1 MRSA § 405 (6)(A) – Personnel matters** – *By unanimous roll call vote, the Committee entered Executive Session at 6:56 PM. The Committee returned to open session at 7:02 PM.*
- c. Proposed Coldbrook Corners TIF (Tax Increment Financing) Development Program and Credit Enhancement Agreement** – *recommend Town Council referral to public hearing on Monday, March 5, 2018 – referral from Planning & Development Committee – Motion by Councilor McAvoy seconded by Councilor Marble to refer the proposed Coldbrook Corners TIF District and Credit Enhancement Agreement to public hearing. Motion passed 7-0.*
- d. Recommend Council authorization for the expenditure in the amount of \$7,180.42 from the City Bus Reserve (3-710-00) for the purpose of paying Hampden's share of The Bus rehab project** –

Motion by Councilor Marble seconded by Councilor McAvoy to recommend Council authorization for an expenditure of \$7,180.42 from the City Bus Reserve for the purpose of paying Hampden's share of the Bus rehabilitation. Motion passed 7-0.

5. Public Comment – None.

6. Committee Member Comments – None.

7. Adjournment

There being no further business, the meeting was adjourned at 7:04 PM.

Respectfully submitted –
Angus Jennings, Town Manager

INFRASTRUCTURE COMMITTEE MEETING

Monday, January 29, 2017

MINUTES

Attending:

Mayor Ivan McPike

Councilor Mark Cormier, Chairman

Councilor Dennis Marble

Councilor Terry McAvoy

Councilor David Ryder

Councilor Stephen Wilde

DPW Director Sean Currier

Town Manager Angus Jennings

Kyle Corbeil, Woodard & Curran

Roland Fogg, Resident

Chairman Cormier called the meeting to order at 6 PM.

1. MINUTES

November 27, 2017 Meeting – *Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes as written. Motion carried 6-0.*

Item 5. a. was taken up first due to a member of the public in attendance with an interest in the item.

5. PUBLIC COMMENTS:

a. Correspondence from Roland Fogg regarding salt v. sand for roads maintenance.

*Roland Fogg, of Kennebec Road had concerns over the sand vs salt being used on his stretch of road. Mr. Fogg has lived on the Kennebec Road for 68 years, it's gotten worse over time. He stated that once applied, the sand turns to mud, and once dry, turns into a dust storm. Director Currier stated that the price **per ton** for salt is \$60.00, verses \$400.00 **per mile** a year for sand/salt mix. Director Currier pointed out that it would cost the Town \$33,000.00 to use salt in just Mr. Fogg's portion of the road.*

Chairman Cormier asked if there was an environmental assessment done. Councilor Ryder stated no harm in running the grades.

Director Currier stated he could drop a sample off to SW Cole, if the Committee wishes.

2. OLD BUSINESS

a. Update on Hampden Capital Program work underway –

Manager Jennings presented draft of the Capital Program. There was positive feedback from committee.

3. NEW BUSINESS

- a. Meeting with consultant engineer to review findings to date from CCTV (closed circuit TV) review of sewer infrastructure, and recommended capital projects to coincide with MDOT road reconstruction project.**

Kyle Corbeil P.E., with Woodard & Curran presented a large map showing CCTV area focused on upcoming project work. Rte.1A corridor down as far as the Skehan Center and Western Avenue to Mayo Road were reconstruction in 1950's, transitioning both gravity & force main, these pipes are in poor condition.

Public Works Director Currier stated that if gravity section failed, pumps would continue to pump, under pressure.

Mr. Corbeil discussed vitrified clay pipe, lots of cracks. There is a lot of gravel in the line.

Councilor Ryder stated it comes down to how much can the ratepayer absorb. They get hit with sewer, water rates, and school tax increases. If we combined 1A to school would like to see how. Could take out Dewey Street for another day.

Town Manager Jennings stated he can look at TIF eligibility until February 2020 to come up with possible funding.

Mr. Corbeil stated the inspection company rates pipes and manholes for structural deficiencies.

- b. Correspondence from Hampden Water District regarding anticipated water rate increase – Manager Jennings gave an informational update on the meeting with FEMA, MEMA, and Penobscot County EMA. He stated that he is hopeful that the Town will receive some federal money to help cover the windstorm cost.**

- 4. STAFF UPDATES – CSO Non- Compliance/discharge Incident Report regarding Souadabscook Pump Station filed with MDEP Jan 13, 2018**

- 5. PUBLIC COMMENTS – Correspondence from Roland Fogg regarding salt v. sand for roads maintenance**

- 6. COMMITTEE MEMBER COMMENTS – Councilor McAvoy questioned whether at some point the Town will do RFP to contract out mowing. Town Manager Jennings stated yes. Councilor McAvoy would like copies of road lengths. He questioned when Council will take time to evaluate relative costs of contracting out plowing**

and stated it should be on next agenda, along with reorganizing public works.

Councilor Wilde asked whether Schoolhouse Lane is being looked at.

Director Currier stated that improvements would again be proposed in the Capital Program as they have been in the past. He would like to see a resolution to the issues on Schoolhouse Lane but it will require funding.

Chairman Cormier stated that Schoolhouse Lane is very important to get repaired as it is affecting properties.

Councilor Marble asked if the numbers for sewer would go to finance on February 20, 2018.

Town Manager Jennings stated yes.

Councilor Ryder stated that there was a plow truck on Patterson Road with plow up, should keep the plow down.

Councilor Wilde stated he traveled to Houlton and noticed worse roads than Hampden. Hampden does better on in-town roads than they do in Houlton and commended the job the Public Works have been doing.

7. ADJOURN

There being no further business, the meeting was adjourned at 7:47 p.m.

*Respectfully Submitted,
Rosemary Bezanson, Public Works*



Town of Hampden
Planning and Development Committee
Wednesday February 14, 2018, 6:00 pm
Municipal Building Council Chambers
Minutes

Attending:

Committee/Council

David Ryder - Chair
Dennis Marble
Terry McAvoy
Mark Cormier
Ivan McPike
Stephen Wilde

Staff

Angus Jennings, Town Manager
Myles Block, Code Enforcement Officer
Karen Cullen, Town Planner

Public

Jim Kiser

Chairman Ryder called the meeting to order at 6:00 pm.

Note, the meeting was started in Council Chambers and recessed to the conference room at 6:30 since the Planning Board had their regular meeting scheduled for 7:00. Agenda items were taken out of order.

1. Minutes for the January 17, 2018 meeting – **Motion** to approve as submitted made by Councilor Marble; second by Councilor McAvoy; carried 5/0/0.
2. Committee Applications: None
3. Updates:
 - a. MRC/Fiberight: CEO Block said construction on the building is continuing, no issues to report this week.
 - b. Staff Report:
 - i. Handed out copies of the March issue of the Down East Magazine which includes the advertorial we did with Bangor; the four page spread came out quite well.
 - ii. Planner Cullen showed the Doing Business section of the town's website, noting there are some corrections to be made yet but the result is a better illustration of what Hampden has to offer than the previous material was.
 - iii. Planner Cullen led a discussion on the Shoreland Zoning Map; the main points were that there appear to be inconsistencies between the current map and the state guidelines, and the amount of work necessary to get our map into compliance with the state mandated shoreland protection areas exceeds staff resources to get it done in a timely manner. The consensus of the committee was to hire a consultant to do the necessary work to produce a new shoreland layer that maps the areas mandated by the state.

- iv. Jim Kiser was present to discuss the potential for having a map amendment done for a couple of properties where he believes the current map is incorrect. Planner Cullen noted our current ordinance has no provisions for how to process such requests, it simply states the ordinance (and map) can be amended by majority vote of the Town Council, and within 30 days must be submitted to DEP for review and approval. After discussion, Chairman Ryder said he would sponsor a map amendment if the applicant (Jim Kiser in this case) provided all the information to Planner Cullen and CEO Block for review, and possible third party review too. Councilor McAvoy asked what happens if the two consultant recommendations are different.

4. Old Business:

- c. Hampden Business Park Covenants. Manager Jennings led a discussion to review the draft amendments to the covenants as prepared by consultant Noel Musson. After discussion the following additional changes were recommended:
 - Recital 2: delete the last sentence of the second paragraph regarding where the design review provisions apply;
 - Section 4.8, parking areas, loading areas, and driveways: delete the section in its entirety since they are adequately covered in the zoning ordinance;
 - Section 4.9, storage areas: delete the section in its entirety since these provisions are adequately covered in the zoning ordinance amendments;
 - Section 4.10, lighting: delete the section in its entirety since these provisions are adequately covered in the zoning ordinance amendments.

Motion by Mayor McPike to refer the proposed amendments to the Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park to Town Council, second by Councilor McAvoy; carried 6/0/0.

5. New Business:

- a. LD 1565, Bill to amend 30-A M RSA §5222 and §5224 regarding Tax Increment Financing eligibility. Councilor Marble said his understanding is that this bill is dead, but if it had passed it would have been a real problem for Hampden.

6. Zoning Considerations/Discussion:

- a. Planner Cullen gave a presentation of the proposed use table and briefly mentioned other proposed amendments to the zoning ordinance that have resulted from the work on the use table. She noted the use table replaces the lists in the current Article 3 which organizes the districts in such a way that if someone wants to open a new business in town, they have a hard time figuring out where they can do it. The table format makes it very easy to see which districts each use is allowed in, as well as all the uses that are allowed in a particular district. She added that the dimensional table, which is being discussed by the Planning Board tonight, will also make it easy for people to focus their real estate search on properties that meet the requirements for the use they are planning to establish.

- b. Planner Cullen gave the quarterly report on adult use (recreational or retail) marijuana. She noted the activities done at the local level: prohibited retail sales and social clubs via zoning amendments which became effective Dec. 20, 2017; the proposed zoning amendments include cultivation, product manufacture, and testing as prohibited uses in the use table, with the intention of making further amendments to these three uses after the state completes their work; and Town Council has adopted an emergency moratorium on cultivation, product manufacture, and testing, which per the Town Charter is good for 60 days but can be extended in 60 day increments until it is no longer needed because our zoning ordinance has been amended. Planner Cullen noted the activities at the state level: they have yet to amend the Act, they have not enacted an extension of their moratorium, and they are continuing work on the amendments to the Act in committee. She also noted the state is now looking at the medical marijuana laws and may amend those in an attempt to close some loopholes and level the playing field.
7. Citizen Initiatives: None.
8. Public Comments: None.
9. Committee Member Comments: None.
10. Adjournment: The meeting was adjourned at 7:40 pm.

*Respectfully submitted by
Karen Cullen, Town Planner*

SERVICES COMMITTEE MEETING

Monday, January 8, 2018

MINUTES

Attending:

*Councilor Dennis Marble, Chair
Mayor Ivan McPike
Councilor Terry McAvoy
Councilor Mark Cormier
Councilor David Ryder
Councilor Stephen Wilde
Town Manager Angus Jennings*

*Shelley Abbott, Rec Director
Sean Currier, DPW Director
Steve Brown, Rec Committee
Jim Dyer, Rec Committee
Jane Jarvi, Rec Committee*

Chairman Marble called the meeting to order at 6 p.m.

1. MINUTES

- a. **December 11, 2017** – *Motion by Councilor McAvoy seconded by Mayor McPike to approve the meeting minutes. Approved 5-0.*

2. COMMITTEE APPLICATIONS

- a. **David Barrett – Re-appointment to Library Board of Trustees** – *Motion by Mayor McPike seconded by Councilor McAvoy to recommend Council reappointment. Approved 5-0.*

3. OLD BUSINESS

- a. **Review of draft Request for Qualifications to engage consultant for engineering and (DEP and local) permitting for work on Lura Hoit Pool and Municipal Building Site** – *Manager Jennings reported that there is a draft RFP in the meeting packet, and that he is looking to verify that this is the requested scope of work prior to issuing the RFP. Chairman Marble asked if this needed to be referred to Council. Manager Jennings said no, he could issue the RFP without Council or Committee recommendation but, because he knows there is disagreement about how best to proceed, he wants to ensure that there is a majority of Councilors willing to fund the work prior to issuing the RFP so as not to waste vendors' time in preparing proposals.*

Councilor Wilde asked for clarification about the scope and Manager Jennings said it is to bring the full site build-out through DEP permitting. Councilor Wilde noted the October 2017 Committee vote to proceed only with permitting the parking expansion, and said that motion should be

rescinded or there will be two competing motions. There was discussion about the procedural requirements of rescinding a vote vs. reconsidering a vote. Councilor McAvoy said it seems like we keep voting until someone gets the result they want. Chairman Marble said he would not be opposed to proceeding only with Phase 1 but he thinks it would be more cost efficient to permit the whole site.

Councilor Wilde said that, once permitted by DEP, work would need to proceed within 3 years, which could be extended to 7 years. He said if there is not money to build the site in that time we would be wasting money on permitting. He noted that there are other projects in town that are falling behind, such as Schoolhouse Lane, that he thinks have to come first.

Chairman Marble noted that there is money set aside in reserve for permitting. Mayor McPike said it appears you think we're trying to build fields. Councilor Wilde said why get permitting for fields if there is no interest to build. Councilor Ryder said we can't bring in a logger to cut trees and build a field without DEP approval, and that all we're looking for is a price on Phase 1. He noted that a price could be proposed and the Council could still decide not to proceed.

Councilor Wilde said that if trees are cut it'll be an eyesore and will create pressure to do something. He said he's trying to do things the right way by looking at it in phases.

Councilor McAvoy noted that the proposed price from Woodard & Curran to just permit and design the parking was high, so what makes us think the price will be less if we permit the whole site? Councilor Ryder said that small engineering firms didn't put in for the first one because the scope was too broad.

Chairman Marble invited comments on the draft RFP. Councilor Ryder asked why we're seeking construction drawings? Manager Jennings said he included this just for the parking since that is the only piece that would be expected to proceed to construction initially, and that receiving that cost will ensure that the Council will not be surprised when the time comes that there are additional engineering costs after permitting is complete. He said he would not object to leaving this out of the RFP as long as people understand that these would be additional soft costs. Councilor Ryder said he is trying to get the community involved (such as through donated labor and materials) to save money.

Jane Jarvi said that DEP permitting is needed for any future use of the site, and that we need to take the long view. If money has been appropriated for permitting, we should proceed with permitting.

Jim Dyer said that it doesn't cost money to invite firms to provide estimates. He said that progress on this effort has been incredibly slow and it seems like the Councilors are dragging their feet.

Councilor Wilde said that the motion made in October (to permit parking only) was not ignoring the fields, but was because he didn't see funds for fields within the 3 year DEP permit window. He said it was supposed to address parking and stormwater, while specifically taking into account potential future fields.

Manager Jennings noted that the need to take into account potential future fields would have a cost impact, and that part of W&C's proposed cost was to definitively establish the sub-surface depth of the pipeline so that could be taken into account in overall site design. He said this is one example of why he struggled with taking detail out of the RFP – since if this work, for instance, is valuable, it should be communicated to all potential bidders so no one is disadvantaged.

Councilor Ryder said that if we get it permitted we've done our job, and that it's up to a future Council to build it or not.

Councilor McAvoy said he didn't recall the Rec Director saying that we need more fields, and that the need has not been established. Director Abbott said that we can accommodate today's programs, but the Rec programs are at their limit and cannot grow, whether because of increase in demand or future population growth. Manager Jennings said that the Rec Director is making the Councilors aware of constraints based on existing facilities. He said that whether the goal is to expand recreational programming or not is up to the Council, but that the Council must act based on complete information including understanding that, if there is no expansion, participation in current programs would need to be limited if there is increased demand.

Councilor McAvoy said we should not be providing services for residents of other towns. Mayor McPike said that his neighbor's kids currently go to Bangor to play soccer because there aren't opportunities in their age group here.

Jane Jarvi said that the Rec programming is not meeting the needs of Hampden residents, and that participation is limited by a lack of parking. There is no programming after Grade 5 in the Town of Hampden. There have been requests for additional programming that have been turned down because there are no facilities or parking. There is no adult soccer programming. Town residents place pressure on the Rec Department.

Councilor Wilde said when he grew up he did rec programs at the high school, and asked why we can't use the facilities across the street, noting that these are used by the travel soccer group.

Chairman Marble said that the conversation was now extending beyond the scope of what is before the Committee, and said we should take action on the draft RFP.

Mayor McPike said we budgeted the money, but Councilor Cormier said that doesn't mean we need to spend the money.

Mayor McPike made a motion, seconded by Councilor Ryder, to support issuance of the RFP.

Councilor McAvoy said he would vote no because he thinks that full build of the site – with parking and fields everywhere – is right where we don't need to be. Mayor McPike asked why that is the wrong place to be. A vote was taken and the vote was 3-3 with Councilors Cormier, McAvoy and Wilde opposed. The motion failed for lack of a majority.

Jim Dyer said we just spent an hour debating a direction that was already set last month. Jane Jarvi said that the Council Rules don't allow non Committee members to vote at the Committee level. Chairman Marble said he supports moving forward but doesn't agree with doing so based on a procedural issue. He said the Council Rules should be looked at with the Town Manager and Town Clerk but Councilor McAvoy said he doesn't see what the Town Manager or Town Clerk have to do with the Council Rules.

Chairman Marble said that, for tonight, we're done with this issue.

4. NEW BUSINESS

a. Discussion of potential non-binding referendum regarding recreational fields and facilities; whether to propose, and if so when?

– Chairman Marble said that the goal of this item is to talk about how we can determine how the public feels. Councilor McAvoy said this issue is nowhere near close to ready for public referendum, and that prior surveys have been completed and the prior Councils have ignored the results.

Mayor McPike said he spoke to several residents and they all said that there are not enough fields in town. Councilor Ryder said that he'd like to see the survey that was done 3 years ago and Manager Jennings said the results of that and other surveys are all posted to the project website (www.hampdenmaine.gov/recplanning). There was discussion about how best to get a good response to either a survey or to voting.

Mayor McPike said that there is another referendum coming up, regarding a turf field at RSU-22. Councilor Wilde said that field would cost \$1-1.2M and that only \$160k has been set aside. Mayor McPike said the lifespan of that field would be ten years, and wondered if we'd be paying to build a new field and also setting aside \$80k/year to replace it when needed? Councilor McAvoy said that field was originally donated but now the expense to replace it is falling to taxpayers.

Chairman Marble said that if we were to go to the ballot to get voter input he'd wait until November when there would be a higher turnout.

Manager Jennings said he hadn't given much consideration to a potential survey. Mayor McPike asked if a survey was done, and the response was overwhelmingly in favor of more fields, would that change any votes? Councilor McAvoy said his vote would not change, but Councilor Cormier said he is there to represent the people and it could affect his vote. Councilor McAvoy said it would depend entirely on the wording, and that any question would have to say what it would cost. He noted that he passed out about 700 position papers during the fall election and spoke with about 300 people who opposed more fields.

Chairman Marble asked if the Town Manager could draft a question for a potential survey and Manager Jennings said that he could.

- 5. PUBLIC AND STAFF COMMENTS** – *Mr. Dyer noted that Down East magazine had named Hampden its #1 town a couple of years ago, but he feels that it has gone downhill since then. He said he doesn't see progress or a progressive town. Director Abbott said that it is disappointing that we are spinning our wheels. Manager Jennings updated the Committee regarding work to review current work plan and priorities and noted that he's working to prepare information for review by Committee Chairs in anticipation of a Goals Setting session in February.*
- 6. COMMITTEE MEMBER COMMENTS** – *Councilor Cormier noted that his term will end at the end of 2018 and he invited interested citizens to consider running for the Council.*

There being no further business, there was a motion and second approved by unanimous consent and the meeting adjourned at 7:20 PM.

*Respectfully submitted –
Angus Jennings, Town Manager*

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: February 16, 2018
RE: Proposed Ordinance to authorize June sewer borrowing referendum

Please find attached the proposed Ordinance language prepared in conjunction with our Bond Counsel Dan Pittman at Eaton Peabody.

As you know, although we had general knowledge that needed sewer repairs would be identified upon analysis of the 2017 CCTV footage, specific information including estimated project costs became available very recently, and is still being refined. The draft Ordinance is intended to include the highest potential borrowing authorization number (knowing it can be reduced in the public hearing, but not increased from what is advertised); we'll get more information from Woodard & Curran on Tuesday as they continue to refine estimates to take into account complete costs associated with the newly identified projects,¹ the Grist Mill Bridge,² and the costs associated with relocated manholes and sewer lines that will be needed as a result of the MDOT reconstruction of Route 1A.³ This information will update W&C's Jan. 26 memo, which is enclosed.

Also, we are working to evaluate potential financing options, with particular focus on:

- **Maine Municipal Bond Bank.** However, financing would not become available until next spring so, even if we do pursue MMBB as the most advantageous lender, additional short-term borrowing (or budgeting) would almost certainly be needed in order to get the projects to the level of engineering needed to be ready for bidding and construction when the time comes.
- **State Revolving Fund (SRF) funding.** This program can offer extremely favorable borrowing terms, but in order to be eligible Hampden would be required to develop and implement a Fiscal Sustainability Plan – which is basically a system-wide asset management plan – among other eligibility requirements. We're working to evaluate a) whether this is practically feasible; and b) if doing so would be worth the effort. The SRF terms do tend to be extremely favorable, and my thinking is that this will be worth it – but if we're to actually get it done we'll need to make a focused effort in the coming months.

Another fundamental financing question we're continuing to examine is to what extent debt service would be borne by sewer rate payers v. property tax payers.

Tuesday's meeting will include a presentation of the latest information at that time. The public hearing will include a more comprehensive presentation, which will formally begin our efforts this spring to communicate broadly the need for this borrowing authorization.

¹ Jan. 29, 2018 Infrastructure Committee packet, beginning on page 7, linked [here](#).

² June 26, 2017 Infrastructure Committee packet, beginning on page 6, linked [here](#).

³ Aug. 28, 2017 Infrastructure Committee packet, beginning on page 13, linked [here](#).

TOWN OF HAMPDEN

ORDINANCE AUTHORIZING APPROPRIATION AND BORROWING OF FUNDS TO FINANCE SEWER IMPROVEMENTS AND REPAIRS THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES OF THE TOWN OF HAMPDEN, WHICH MAY BE CALLABLE, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,424,000.

The Town of Hampden hereby ordains as follows:

Section 1. That pursuant to Section 5772 of Title 30-A Maine Revised Statutes, as amended, the Charter of the Town and any other applicable authority under Maine law, the Town of Hampden is hereby authorized to borrow a principal amount not to exceed Two Million Four Hundred and Twenty-Four Thousand Dollars (\$2,424,000), said amount to be payable over a period not to exceed thirty (30) years, less the term of any Note described below, at such interest rates and on such further terms and conditions as may be approved by the Treasurer and a majority of the Town Council, the proceeds of said loan to be appropriated and used to finance sewer repairs and improvements in the Town, including but not limited to on Main Road North from Mountain View Drive southerly to Western Avenue, replacement of sewer infrastructure in and proximate to the Grist Mill Bridge, on Main Road North between Western Avenue and the Weatherbee School, and on Western Avenue between Main Road North and Route 202, all as more particularly described in memoranda from Woodard and Curran to Sean Currier, Public Works Director of the Town dated January 5, 2017 and dated January 26, 2018 (the “Projects”). Said loan is to be evidenced by a General Obligation Bond or Bonds of the Town to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council in a principal amount not to exceed \$2,424,000 in the aggregate (the “Bond”). The Bond may be subject to call for redemption as determined by the Town Treasurer and a majority of the Town Council.

Section 2. That in anticipation of the receipt of the Bond proceeds, pursuant to the Charter of the Town and Section 5772 of Title 30-A of the Maine Revised Statutes, as amended, and any other applicable authority under the laws of the State of Maine, the Town of Hampden is hereby authorized to borrow from a lending institution approved by the Town Treasurer and a majority at least of the Town Council a principal amount not to exceed Two Million Four Hundred and Twenty-Four Thousand Dollars (\$2,424,000) and in evidence thereof to execute and deliver one or more General Obligation Bond Anticipation Notes (each, a “Note”) of the Town for a period not to exceed one year and to bear interest at such rate and said Note to be subject to such further terms and conditions as the Town Treasurer and a majority at least of the Town Council shall approve, and said Note, together with interest thereon, to be a general obligation of the Town, and intended to be repaid from the proceeds of the Bond, said Note to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council, and such Note may be refunded from time to time for a period not to exceed an aggregate of three years with proceeds to be used to provide temporary funds to accomplish the Project.

Section 3. That the Town Manager, Mayor, or other officers designated by the Town Council be and each of them hereby is authorized to execute such documents and do all things necessary or convenient in order to issue the Bond or Note and to execute and deliver such loan applications as may be necessary or appropriate to such lender or lenders as they select. The Treasurer, Mayor, or other officers designated by the Town Council are further authorized to execute any and all loan agreements, resolutions, certificates, returns and other documents as may be required by any such lender as may be selected by the Town Treasurer and approved by a majority at least of the Councilors, in such form as may be required by each such lender.

Section 4. That the Town Clerk shall distribute a copy of this ordinance to each Council member and the Town Manager, and shall file a reasonable number of copies of this ordinance in the office of the Town Clerk and shall post a copy of this ordinance together with a Notice of Public Hearing at the following public places: Municipal Building, Post Office, Dyer Library, and Hannaford, as well as such other places as may be directed by the Town Manager.

Section 5. That a Public Hearing be held at 7:00 p.m. in the Hampden Municipal Building in Hampden, Maine on March 5, 2018, for the purpose of taking testimony and comments from the public with respect to the proposed issuance of the Bond, and that notice of the public hearing be given by the Town Clerk by publishing a summary of this ordinance and a place where copies of the complete ordinance have been filed and times available for inspection in the Bangor Daily News on or before February 26, 2018, together with a notice setting forth the time and place for the public hearing, and for the consideration of the proposed ordinance by the Town Council at a meeting to be held March 5, 2018, immediately following the public hearing.

Section 6. That all actions heretofore taken by the Town Council of the Town of Hampden relating to the selling of the Town's Bond and Note authorized hereby be and they hereby are ratified, approved and confirmed.

Section 7. That pursuant to the requirements of the Internal Revenue Code of 1986, as amended, the Town designated the Bond and Note to be "qualified tax exempt obligations" of the Town.

Section 8. That the Town shall take any and all actions required under the Internal Revenue Code of 1986, as amended, to maintain the tax exempt status of the interest on the Notes and Bonds, and to maintain the status of the Bond and the Note as "qualified tax exempt obligations" of the Town; and that in connection with the Notes and Bonds, the Town Treasurer shall be authorized to execute and deliver on behalf of the Town one or more such Arbitrage and Use of Proceeds Certificates in form approved by the Town's bond counsel, and to covenant on behalf of the Town to file any information report and to pay any rebate due to the United States in connection with the issuance of the Bonds and Notes; and that the Notes and the Bonds may be subject to such further terms and conditions as may be agreed to by a majority at least of the Councilors and the Treasurer of the Town to carry into effect the full intent of this ordinance.

Section 9. That the law firm of Eaton Peabody shall act as bond counsel for the Town to advise the Town with respect to the issuance and sale of the Bond and the Note, and to prepare such documents and render such opinions as may be necessary or convenient for that purpose.

Section 10. That the Town Council and officials of the Town are hereby authorized to execute all documents and certificates, and to take all action, including affixing the seal of the Town, as may be necessary or convenient to carry out the full intent of this ordinance, and to accomplish the project and issue the Bond and the Note, including approval and signing of contracts and other agreements obligating the Town.

Section 11. That pursuant to Section 902 of the Town Charter, this ordinance shall go into effect only upon approval by the voters of the Town of Hampden. Be it further ordained that a referendum of the Town of Hampden be held to decide this question on June 12, 2018, pursuant to the Town Charter and the laws of Maine. The ballot question shall be substantially as follows:

TOWN OF HAMPDEN
BALLOT QUESTION NO. 1

Ordinance authorizing appropriation and borrowing of funds to finance sewer improvements and repairs in the Town of Hampden through the issuance of general obligation bonds or notes of the Town of Hampden, which may be callable, in a principal amount not to exceed \$2,424,000.

Shall the above-described ordinance be adopted and the municipal officers have the authority to issue general obligations bonds or notes of the Town and accomplish the Project as described above and in the ordinance?

Yes

No

ADOPTED: Hampden Town Council, March 5, 2018.

A True Copy, Attest: _____
Paula Scott
Town Clerk

Proposed Sewer Borrowing Authorization

Hampden Town Council
Finance & Administration Committee
Feb. 20, 2018

Angus Jennings, Town Manager



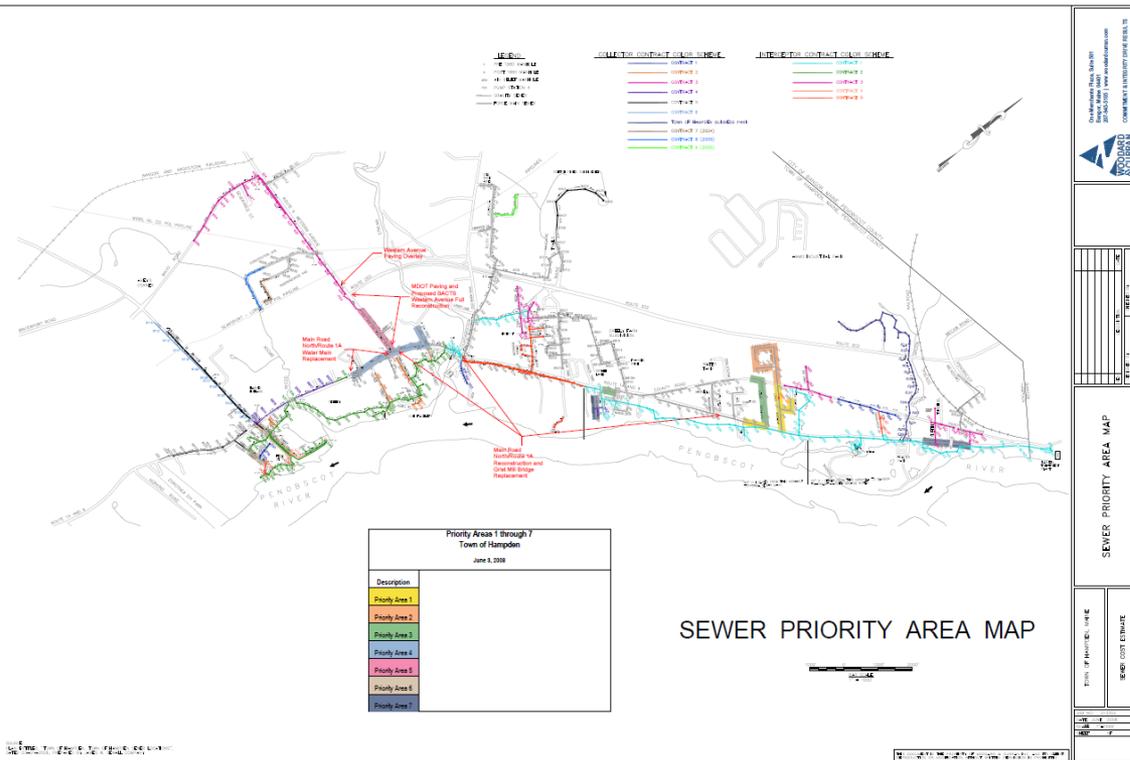
Proposed Sewer Borrowing Ordinance

- Draft borrowing ordinance, if approved by Council at a March 5 Public Hearing, would lead to voter referendum on proposed borrowing authorization on June 12th
- Draft ordinance includes costs for four (4) distinct sewer projects
- Project needs driven by MDOT construction, poor condition of aging infrastructure, and goal of reducing inflow & infiltration (I/I)



Background

- 2008 Sewer Plan identified 7 sewer priority areas: poor condition, and high inflow & infiltration (I/I) rates
- 3 of the 7 projects (and part of the 4th) are complete



CCTV Method

- Robotic pipeline CCTV inspections, footage
- Vendor applies a system for “Criticality and Risk Assessment of Collection Systems”
 - Condition Assessment uses a standardized Pipeline Assessment Certification Program to determine condition and LoF (likelihood of failure)
 - Risk Assessment determines CoF (consequence of failure)
- Results merged into Total Risk Grade



CCTV Review

- Cost estimate for closed-circuit TV (CCTV) review of entire system estimated at \$300k
- Approved FY18 Sewer Budget included \$60k in funding for CCTV – about 1/5 of system
- Locations scheduled for MDOT projects were prioritized
- Bid process and award to Ted Berry Company in March 2017; work began FY18
- Began receiving raw data fall 2017 (ongoing)
- Results of W&C analysis received Jan. 2018

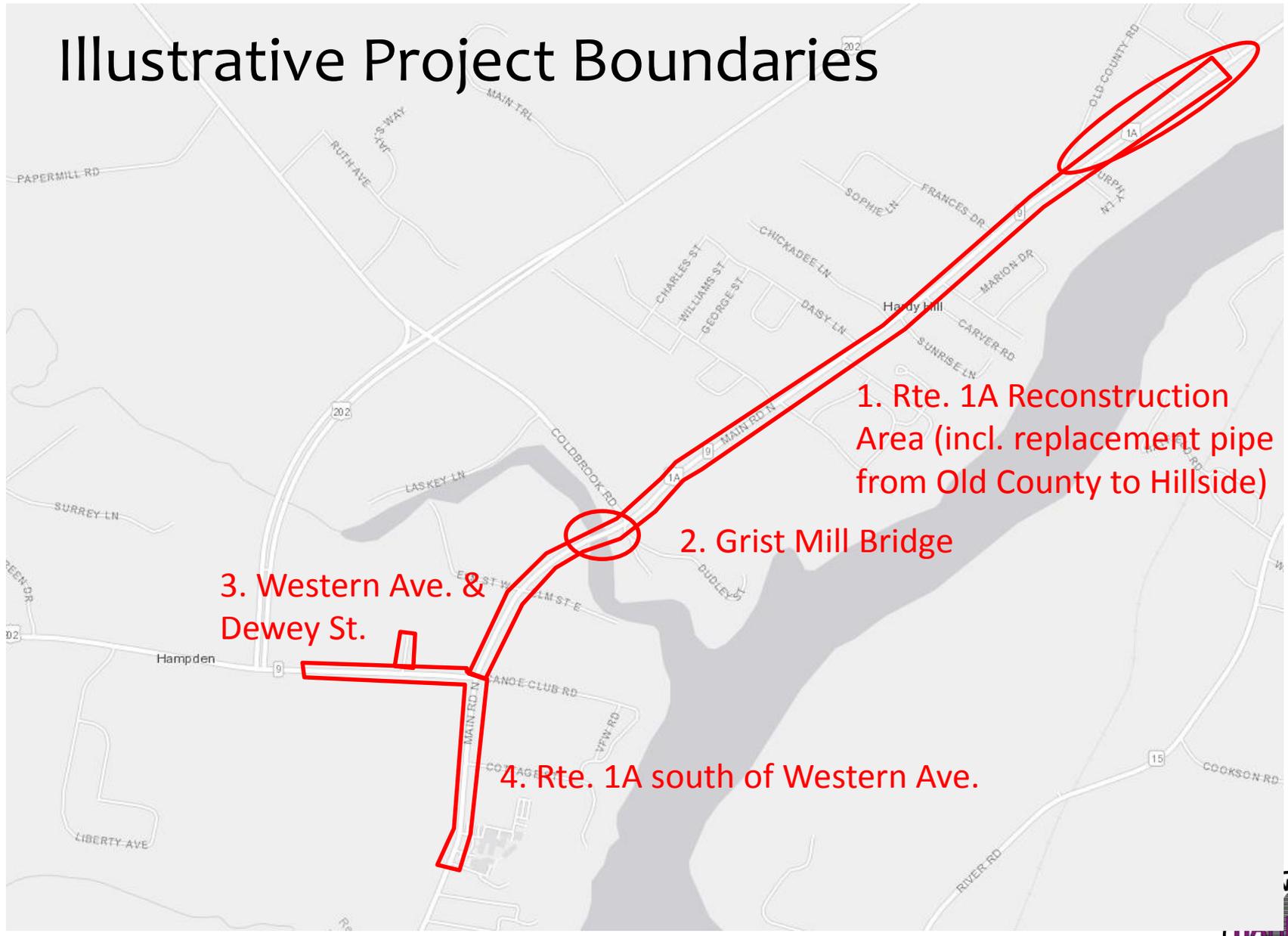


Sewer Projects

1. Rte. 1A – Reconstruction Project Area
 - Replace/rehab manholes, non-PVC pipe; replace all Asbestos Cement (AC) mains
2. Grist Mill Bridge
 - Replacement of gravity and force mains
3. Western Ave. – Main Road North to 202
 - Replace gravity main, laterals & associated manholes, incl. Dewey St.
4. Rte. 1A – south of Western Ave. intersection
 - Replace main & associated manholes



Illustrative Project Boundaries



Rte. 1A – Reconstruction Project Area

- Located within MDOT project reconstructing 1.73 miles of highway – construction ant. 2019
- Voters authorized borrowing \$600,000 to cover required 10% local match (est. \$537k). These funds have not yet been borrowed.
- In August 2017, MDOT notified Town of potential conflicts between new road and existing sewer infrastructure
- Work scope: Replace manholes and AC sewer main from Old County to Hillside; raise manholes to elevation of new road



Grist Mill Bridge

- MDOT project reconstructing bridge – construction anticipated to begin 2019
- Bridge includes both gravity and force mains
- Costs partly driven by need for bypass pumping while bridge is under construction – can be \$20k/month



Western Ave. – Main Road North to 202

- Located within area of two MDOT projects:
 - Paving (Mill & Fill), scheduled in 2020
 - Full reconstruction (BACTS), proposed for 2022
- Sewer currently in poor condition: vitrified clay pipe, and brick manholes
- Identified as Project 5 on 2008 sewer plan
- Recommend replacing gravity main & laterals
- If done concurrent with BACTS project, will reduce paving costs – but add local cost sharing



Rte. 1A south of Western Ave.

- Part of Priority Area #4 in 2008 plan
- Clay pipe, brick manholes; lots of structural issues. Approx. 1,400 LF.
- Recommending full replacement
- Pavement and sidewalk restoration will be needed due to location of sewer
- Not recommended to be concurrent with Route 1A reconstruction



Estimated Project Costs

Project	Est. Cost	Date of Estimate
Rte. 1A Reconstruction	\$924,000	February 16, 2018 (#)
Grist Mill Bridge	\$435,400	January 5, 2017
Western Ave. & Dewey St.	\$754,000	January 26, 2018
Rte. 1A south of Western	\$635,000	January 26, 2018
TOTAL: \$2,748,400		

- Cost estimates include contingency, engineering, and construction administration services
- Cost estimates are intended to be conservative
- (#) increased based on new info received today



Preliminary Estimate of Debt Service

- Assuming a 20-year term, and assuming the full amount was borrowed at one time, debt service is estimated at varying interest rates:
 - 3.00% interest = \$184,000 (total interest \$927k)
 - 3.75% interest = \$197,000 (total interest \$1.18M)
 - 4.25% interest = \$210,000 (total interest \$1.45M)
 - 5.00% interest = \$219,000 (total interest \$1.63M)



Potential Funding Sources: Pre-Borrowing

- Proceeds from existing debt authorization (up to \$53,000)
- FY18 Sewer Revenue: would require Budget Adjustment to authorize expenditure from projected FY18 surplus (\$73,500)
- FY19 Sewer Debt Service will decrease by about \$101,000 from FY18 (due to payoff of 1996 Sewer SRF, matured 10/1/17) – so, \$101,000 of debt service could be added in FY19 without increasing Sewer Budget



Potential Funding Sources: Debt Service

- Could increase sewer rates
- Could revisit prior (pre-2000's) policy of splitting sewer debt service 1/3 General Fund and 2/3 Sewer Fund
- Could reduce amount of repayment of interfund transfers from General Fund (budgeted at \$100,000 in FY17 and FY18)
- Could reduce or eliminate annual payment of \$60,000 from Sewer to General Fund
- Future Coldbrook Corners TIF revenues



Potential Borrowing Sources

- Maine Municipal Bond Bank (MMBB)
 - Other than recent borrowing for overdue bills and Bangor cost-share, all prior sewer borrowing had been through MMBB
 - Borrowing term of 5 to 30 years
 - Interest rate not known; will vary based on market conditions at time of borrowing
 - Applications will be due early August 2018
 - Proceeds available early November 2018



Potential Borrowing Sources

- State Revolving Loan Fund (SRF)
 - Sewer projects eligible for Clean Water Program
 - Borrowing term of 1 to 30 years
 - Interest rate 2% lower than MMBB's cost of funds, with minimum interest rate of 1%
 - Potential for limited loan principal forgiveness (depending on Federal appropriation)
 - New eligibility requirements (incl. to develop and implement a Fiscal Sustainability Plan)
 - Initial project request forms due March 30



Options for Ballot Question(s)

- Could delay Route 1A south of Western – it's not part of an MDOT project – but this infrastructure is among the worst system-wide, and is in a critical location
- Could split into 2 questions – one for the Route 1A south and one for the others



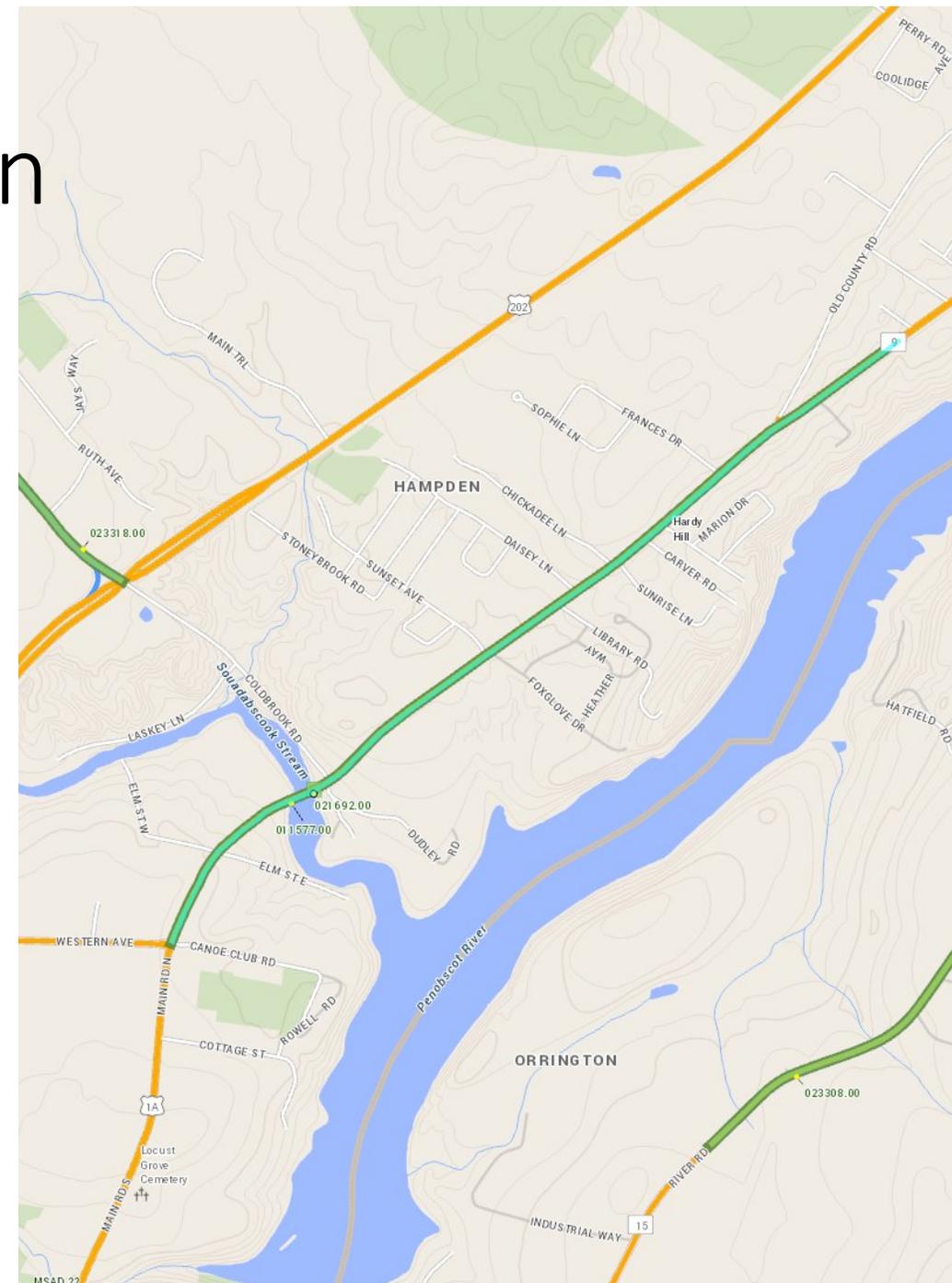
Next Steps

- Upon Council referral of Ordinance, public hearing on Monday, March 5th
- Woodard & Curran will continue to work on refining budget estimates – but proposed borrowing would not exceed amount in draft Ordinance proposed for hearing
- If Ordinance adopted, would go to voters on June 12th – to include Treasurer's Statement
- **Extensive public outreach will be needed**



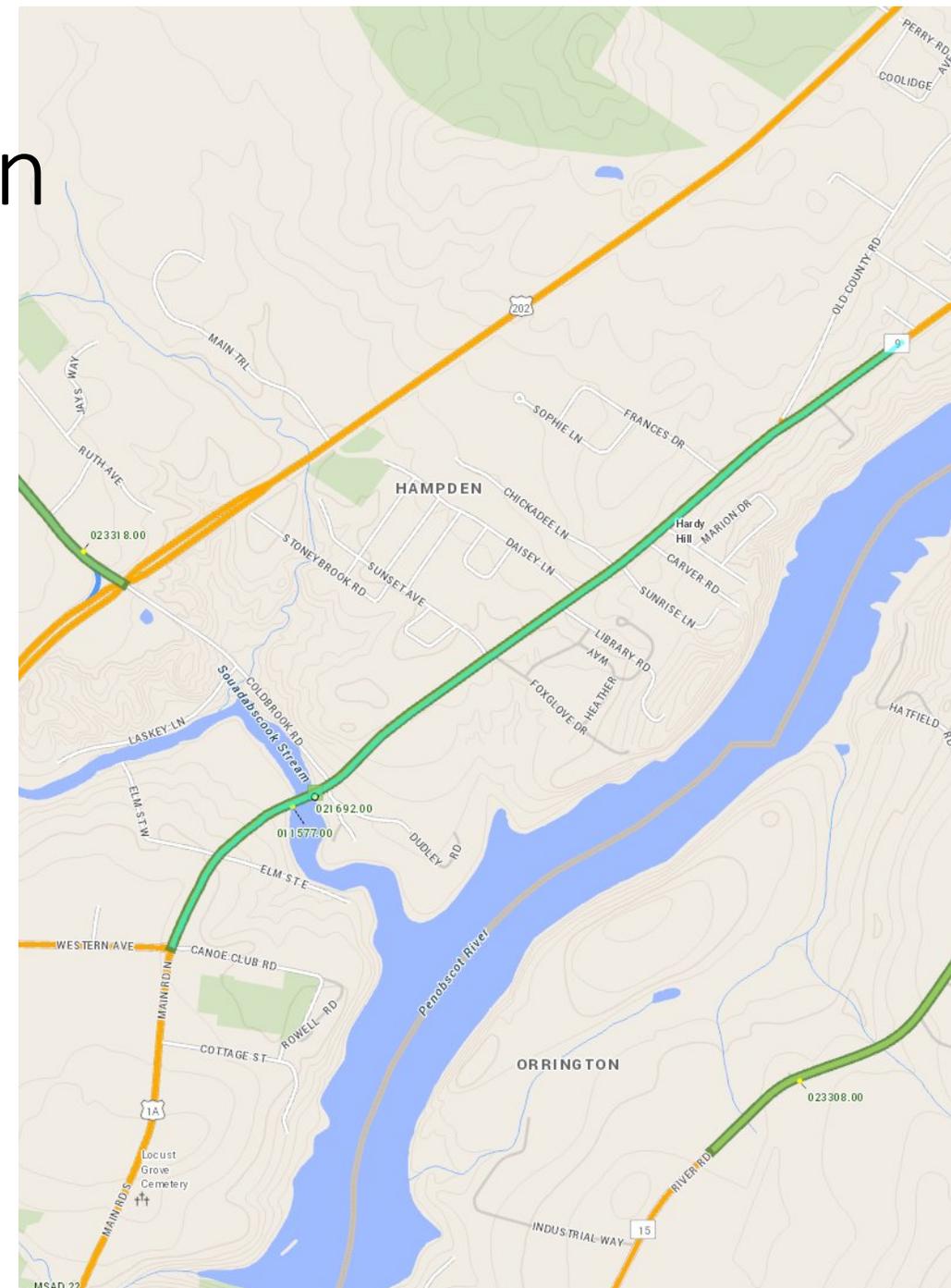
MDOT Rt. 1A Reconstruction

- Project Scope: Full Road Reconstruction
 - Construction starting spring 2019
- Identified Project Impacts:
 - Reset all existing sewer manhole frames to new road grade
 - Possible replacement of section of forcemain piping due to grade conflict with storm drain (test pits planned to confirm)
 - Outlets from clay dam trench drain piping require extension
 - Replace single conduit between Souadabscook PS and CSO PS with duct bank
 - Sewer main between CSO tanks and overflow weir manhole requires replacement



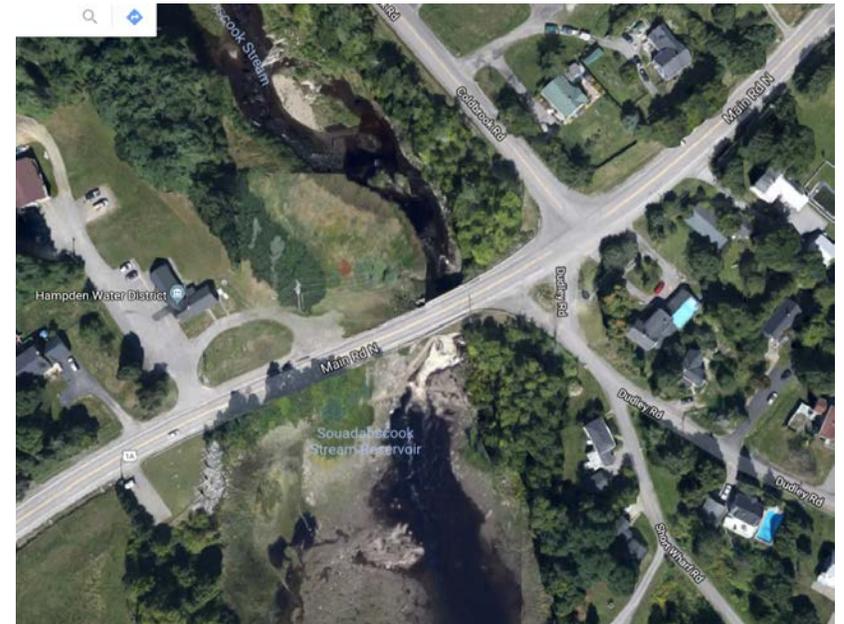
MDOT Rt. 1A Reconstruction

- Sewer Inspection Results
 - Primarily good condition
 - AC sewer main from Old County to Mountainview
 - Masonry block manholes
 - Asset age >50 years
 - Structural deficiencies and I/I sources identified
 - Several undersized/non-standard sewer manhole frames and covers
 - Several suspected non-PVC service laterals requiring replacement
- Recommendations
 - Replace AC sewer main and masonry block manholes
 - Replace in conjunction with MDOT project
- Preliminary Project Cost Estimate
 - \$924,000



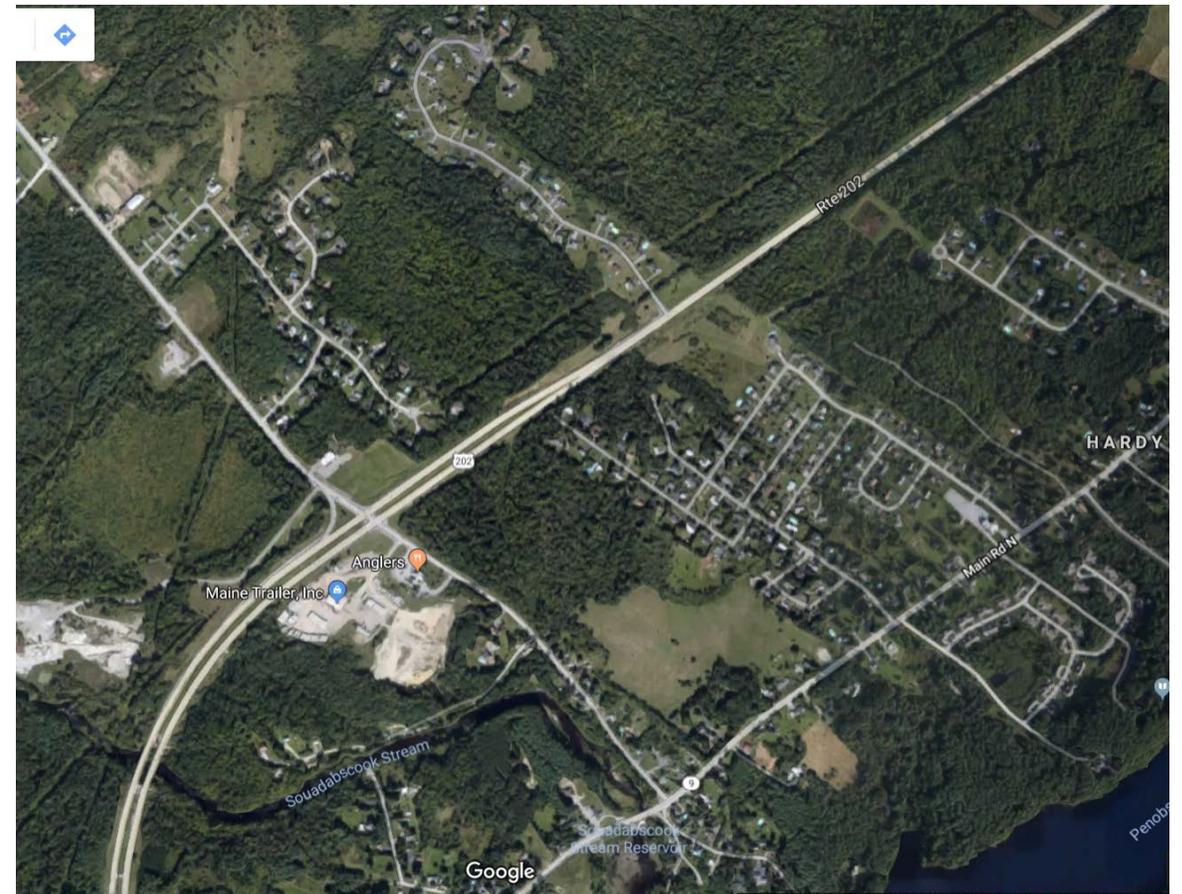
Grist Mill Bridge Replacement

- Project Scope: Complete bridge removal and replacement
 - Construction starting spring 2019
 - Existing bridge completely removed before installing new bridge
 - Expected complete detour during construction
- Identified Project Impacts:
 - Existing gravity sewer and force main piping buried in concrete beam
 - New steel beam bridge requires pipe hanger supports and insulation system
 - Replacement of all piping necessary
 - Realignment of gravity sewer pipe and manholes upstream and downstream to Souadabscook PS
 - Temporary system during construction necessary to maintain service



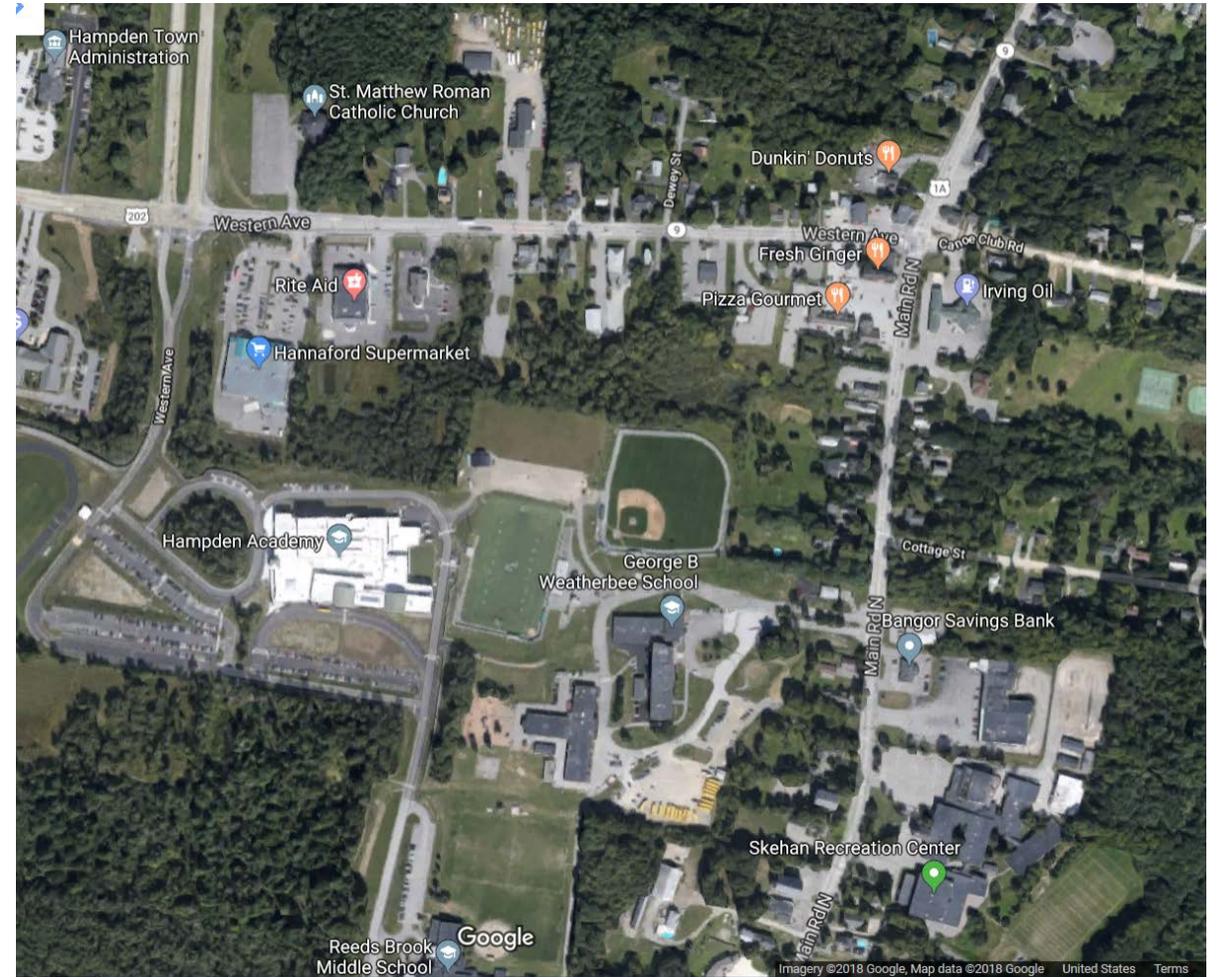
Grist Mill Bridge Replacement

- Recommendations:
 - Install new piping with pipe hanger supports and insulation system
 - Realign gravity sewer pipe and manholes upstream and downstream to Souadabscook PS
- Preliminary Cost Estimate
 - \$435,400



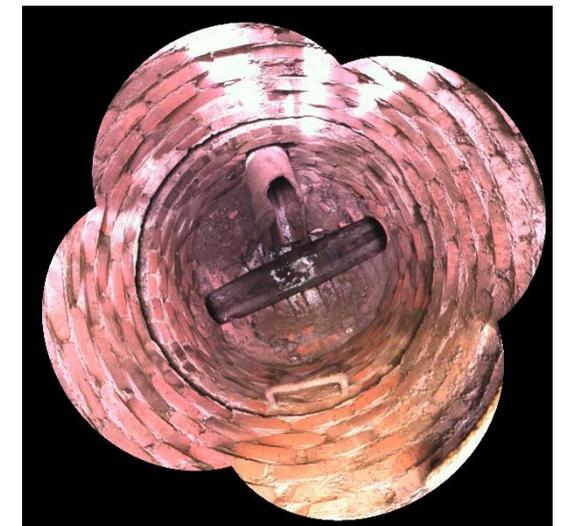
Western Avenue and Main Road North

- Proposed BACTS road reconstruction project for Western Avenue
 - Construction proposed for 2022
- Main Road North
 - Western Ave south to Skehan Center
 - HWD water main replacement
 - Town sidewalk and pedestrian crossing projects
- Project Impacts
 - Sewer identified as part of Priority Area 4 (MRN) and all of Priority Area 5 (Western Ave)



Western Avenue and Main Road North

- Sewer Inspection Results
 - Poor condition vitrified clay (VC) sewer main and brick manholes
 - Numerous structural deficiencies and I/I sources identified
 - Root intrusion and grease clogging
- Recommendations
 - Full replacement of existing sewer, including Dewey St.
- Preliminary Cost Estimate
 - Total \$1.4MM
 - Western Ave: \$754,000
 - Main Road North: \$635,000



January 26, 2018
 Revised February 20, 2018



Sean Currier, Public Works Director
 Town of Hampden
 106 Western Avenue
 Hampden, ME 04444

Re: Task Order 17 – Sewer Inspection Results Engineering Support
 Revised with Task Order 16 – Route 1A MDOT Project Engineering Support

Dear Sean:

The following is our summary review of the results of the 2017 sewer system inspection that was conducted by Ted Berry Company, per Task Order No. 17. The scope of this Task Order is to provide ongoing engineering support including a review of the sewer inspection results, improvement recommendations, and support with implementation of recommendations.

We have updated the original version of this letter to include the status of impacts related to the Maine Department of Transportation Route 1A reconstruction project per Task Order No. 16.

Background

The Town of Hampden (Town) contracted with Ted Berry Company to provide sewer and manhole inspection services for a multi-year contract. This work is being done to address compliance with Combined Sewer Overflow (CSO) regulations, which requires elimination of infiltration and inflow (I/I) induced sewer overflows as well as reducing the excess volume of wastewater sent to the Bangor Wastewater Treatment Plant (WWTP) to comply with the Town’s Interlocal Agreement with the City. Inspections conducted in 2017 included areas expected to be impacted by scheduled and proposed upcoming highway projects, including the Maine Department of Transportation (MDOT), Bangor Area Comprehensive Transportation System (BACTS), and Hampden Water District (HWD) projects as described in Table 1.

Table 1: Upcoming Project Areas

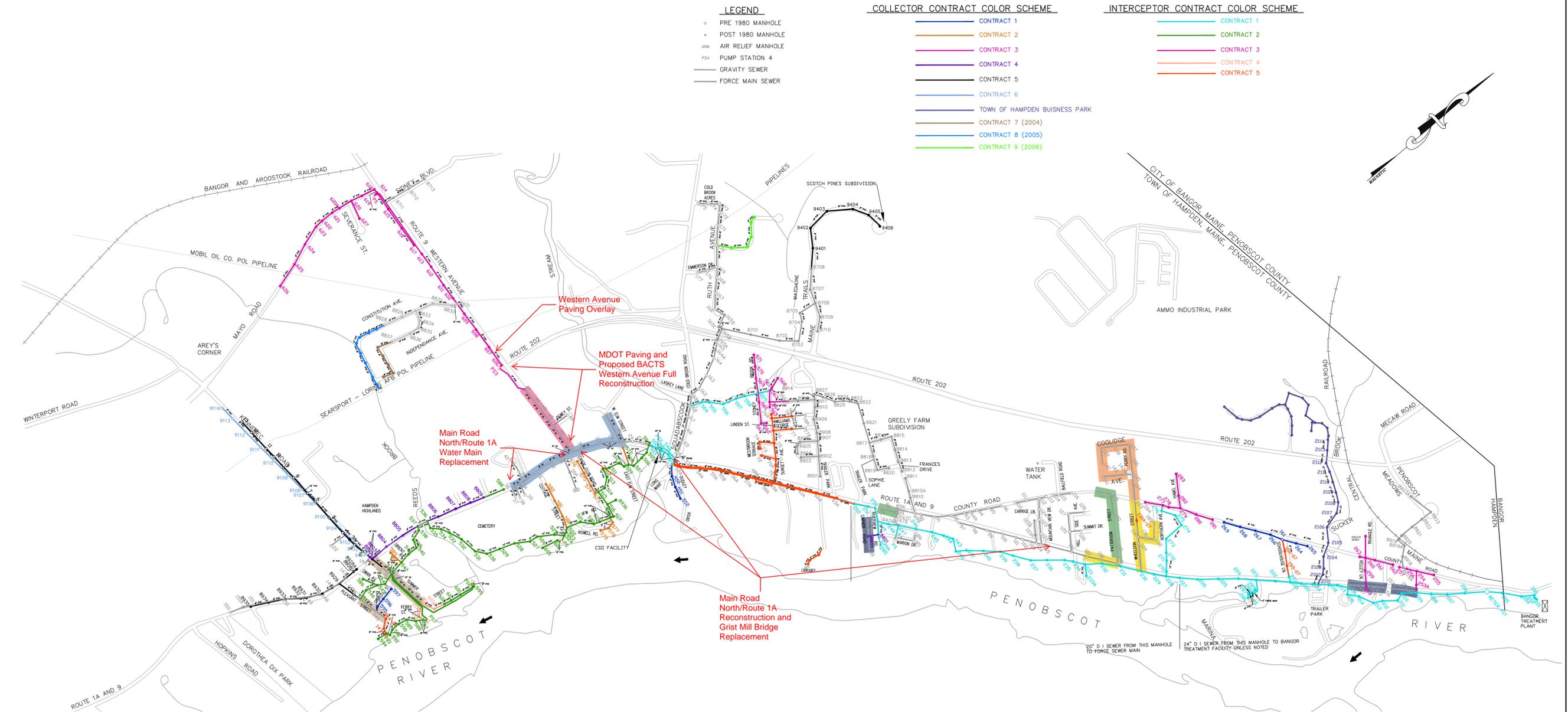
Project Area & Work ID Number (WIN)	Project Scope	Location	Scheduled Year
Main Road North/Rt. 1A WIN 021692.00 & 011577.00	Full Reconstruction and Grist Mill Bridge Replacement	Western Ave north to Mountain View Drive	2018-2019
Western Avenue WIN 023593.00 (MDOT)	MDOT Paving (Mill and Fill)	Main Road North to intersection of Route 202/Hampden Academy	2020
	BACTS Full Reconstruction		Not scheduled Proposed for 2022
Western Avenue WIN 023326.00	Paving (Overlay)	From 0.18 miles west of Chapman Road to Route 202/Hampden Academy intersection	2018
Main Road North/Rt 1A	HWD Water Main Replacement	Western Ave south past Weatherbee School	2018



Woodard & Curran provided sewer infrastructure planning support in 2008, resulting in the identification of seven Sewer Priority Areas based on their condition. These areas were identified as having poor condition sewer and high inflow and infiltration (I/I) rates, resulting in sewer overflows and excessive flow to the Bangor WWTP.

Since 2008, several of the identified projects have been completed, addressing sewer replacement in Priority Areas 1 through 3 and a portion of Priority Area 4. Portions of the remaining Priority Areas are included within the listed project areas and are described further by respective project area. For reference purposes, the 2008 Sewer Priority Area Map has been included as Figure 1.

woodwardcurran.net\shared\Projects\213302 Hampden - Sewer Dept General Engineering Services\SEWER COST ESTIMATES\cad drawings\2007-04-09 Hampden Sewer Locations.dwg, Dec 30, 2015 - 3:03pm



LEGEND

- PRE 1980 MANHOLE
- ◻ POST 1980 MANHOLE
- ARM AIR RELIEF MANHOLE
- PS4 PUMP STATION 4
- GRAVITY SEWER
- FORCE MAIN SEWER

COLLECTOR CONTRACT COLOR SCHEME

- CONTRACT 1 (Blue)
- CONTRACT 2 (Orange)
- CONTRACT 3 (Purple)
- CONTRACT 4 (Green)
- CONTRACT 5 (Black)
- CONTRACT 6 (Light Blue)
- TOWN OF HAMPDEN BUSINESS PARK (Brown)
- CONTRACT 7 (2004) (Dark Blue)
- CONTRACT 8 (2005) (Light Blue)
- CONTRACT 9 (2006) (Light Green)

INTERCEPTOR CONTRACT COLOR SCHEME

- CONTRACT 1 (Cyan)
- CONTRACT 2 (Green)
- CONTRACT 3 (Magenta)
- CONTRACT 4 (Red)
- CONTRACT 5 (Orange)

**Priority Areas 1 through 7
Town of Hampden
June 3, 2008**

Description
Priority Area 1
Priority Area 2
Priority Area 3
Priority Area 4
Priority Area 5
Priority Area 6
Priority Area 7

SEWER PRIORITY AREA MAP



SOURCE:
PLAN ENTITLED, "TOWN OF HAMPDEN, TOWN OF HAMPDEN SEWER LOCATIONS",
DATED 03-21-2006, PREPARED BY JAMES W. SEWALL COMPANY

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One Merchants Plaza, Suite 501
Bangor, Maine 04401
207-945-5105 | www.woodardcurran.com

WOODARD & CURRAN

COMMITMENT & INTEGRITY DRIVE RESULTS

REV	DESCRIPTION	DATE

DESIGNED BY: 2007-04-09 Hampden Sewer Locations.dwg
CHECKED BY:
DRAWN BY:
LOCATION: locations.dwg

SEWER PRIORITY AREA MAP

TOWN OF HAMPDEN, MAINE
SEWER COST ESTIMATE

JOB NO.: 213302
DATE: JUNE 2008
SCALE: 1"=1000'
SHEET: OF



Inspection Results

Route 1A – Reconstruction Project Area

A large portion of the sewer within this project area has been rehabilitated as part of ongoing CSO control projects and consists of precast manholes with PVC sewer main. In general, the system was in good condition with a few isolated issues such as leaking service lateral taps, pipe sags resulting from backfill settlement, or infiltration at manhole joints.

There was at least one instance of an active high flow from a lateral, indicating that the service pipe may be in poor conditions, a sump pump may have been in use, or a direct foundation or roof drainage connection was present. Further investigation of this service has not been conducted to date.

A section of sewer on Main Road North extending from Old County Road to Mountain View Drive consists of asbestos cement (AC) main and manholes constructed with masonry block. Some significant issues were noted in this section of sewer main, including holes in the pipe, infiltration, roots, and other pipe damage. Many of the manholes showed signs of degradation including missing mortar and brick, frames and risers in poor condition, and poor invert condition.

While this section of AC pipe and manholes was not previously identified as a Sewer Priority Area, the age and condition of the system warrants further consideration for rehabilitation. AC pipe was predominantly installed in the 1950's and 1960's, indicating an asset age exceeding 50 years. Gravity sewer mains are generally predicted to have a useful life of approximately 50 years.

This project is expected to require grade adjustment for each of the 45 sewer manholes in the right-of-way. Additional impacts may result from MDOT drainage system design or alignment impacts. A further review of the MDOT design plans is required for scoping of improvement work, which will be completed separately under the scope of Task Order 16.

The MDOT design plans are currently preliminary and do not have all required existing sewer information incorporated; so, while we have been working with MDOT on design details, we have not been able to perform a complete review. MDOT design plans are expected to be finalized by summer of 2018.

Western Avenue – Main Road North to Route 202 Intersection

The sewer main and manholes along this section of Western Avenue expected to be impacted by the full reconstruction project are some of the oldest in the Hampden system and are in poor condition. Piping consists of vitrified clay pipe (VCP) and manholes are constructed of brick. There are numerous structural pipe failures, holes, and active infiltration throughout this section of sewer main. Several of the manholes also have structural failures with barrel-section fractures, missing brick and mortar, and active infiltration.

Several photos from the sewer inspection are presented to illustrate the deficiencies (see Figures 2 through 4).

Replacement of this section of sewer was identified as Priority Area 5 in previous sewer rehabilitation planning efforts. The Dewey Street sewer main was not inspected and the condition is currently unknown, although it may require rehabilitation as well as it is expected to be of the same installation era.

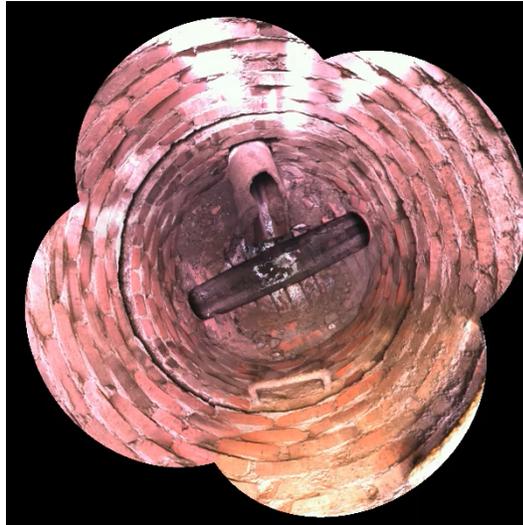
Figure 2: Example Hole in VCP



Figure 3: Example VCP Fracture



Figure 4: Example Manhole Barrel Fracture



Western Avenue – Route 202 Intersection to Mayo Road

The sewer system along this section of Western Avenue appears to have been constructed as part of the Interceptor and Collector Sewers Contract 3 around 1981 and consists of precast concrete manholes and PVC pipe. Piping and manholes were generally in good condition with isolated issues, including infiltration at break-in taps (services installed after installation) and grease deposits. The manhole closest to the Mayo Road Pump Station showed some surface damage, indicating a possible corrosion issue typical of hydrogen sulfide gas formation. Other manholes had poorly-formed inverts resulting from new mains being cut in and one manhole showed evidence of a leaking barrel joint.

Main Road North – South of Western Avenue Intersection

The sewer main and manholes along this section of Main Road North is some of the oldest in the Hampden system and in poor condition. Piping consists of vitrified clay pipe (VCP) and manholes are constructed of brick. There are numerous structural pipe failures, holes, root growth, and active infiltration throughout this section of sewer main. Several of the manholes also have structural failures with barrel fractures, missing brick, and active infiltration. Grease deposition has been a known issue in this section of sewer as it serves several restaurants, exacerbated by intruding service laterals and root obstruction. Figures 5 through 7 show examples of these issues from the sewer inspection.

Replacement of this section of sewer was previously identified as part of Priority Area 4 in previous sewer rehabilitation planning efforts. The remainder of Priority Area 4 was replaced in a project completed in 2015.

Figure 5: Example Hole in VCP



Figure 6: Example Root Intrusion

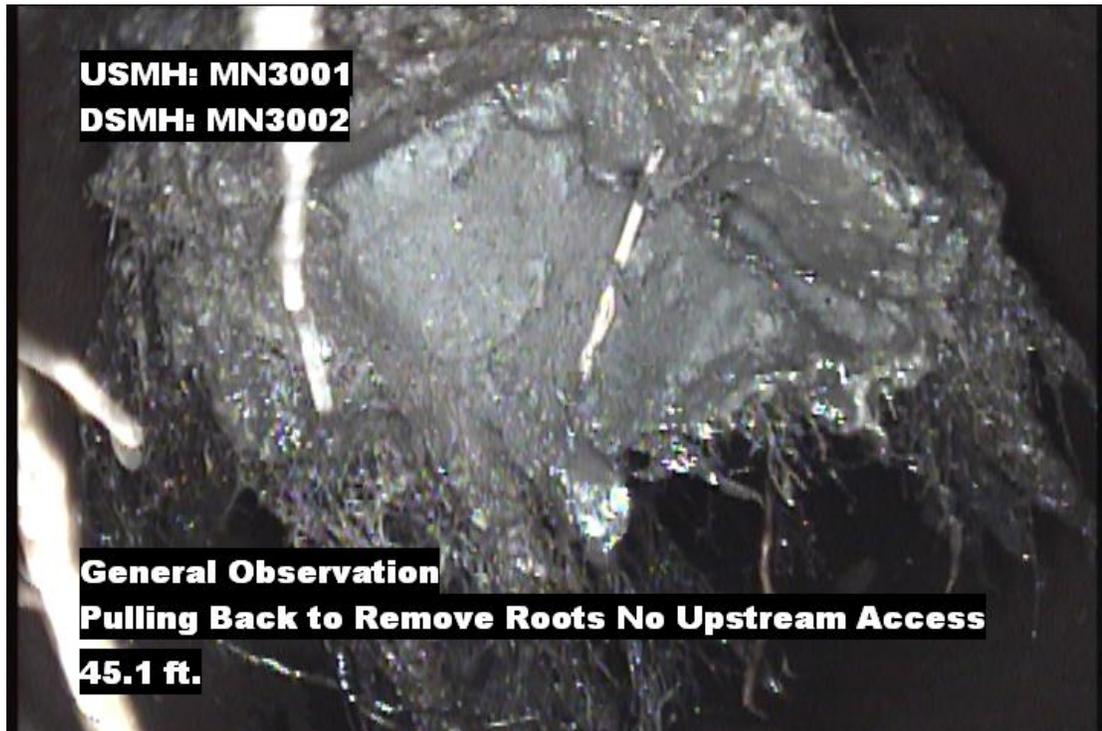
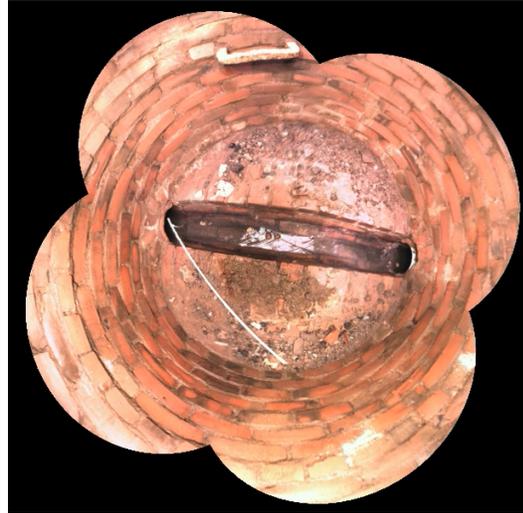




Figure 7: Example I/I Evidence of Gravel in Sewer



Improvement Recommendations

Route 1A – Reconstruction Project Area

The condition of sewer main and manholes was generally in good condition throughout the Route 1A reconstruction project, except for the section of sewer constructed of AC main and barrel-block manholes. There are several significant deficiencies in the AC pipe and in the manhole structures, which are barrel-block construction and exhibited evidence of I/I from damage block and mortar joints. The type and condition of each sewer lateral along this section of AC main is not known, although one appears to be PVC based on the tap connection. There are approximately seven services connected to the approximately 1,800 feet of sewer main within the MDOT project area.

Two barrel-block manholes and approximately 180 feet of AC main are located outside of the MDOT project area.

In addition to the items noted above, several other items were identified as being impacted by the MDOT project, including the following:

- All the manholes along the Route 1A project corridor that are not otherwise replaced will require adjustment to grade.
- Several manhole frames and covers are non-standard size and warrant replacement in conjunction with grade adjustment work. The Town will need to furnish the frames and covers, and the MDOT-selected contractor will perform the grade adjustment work.
- It is suspect that there are several service laterals within the right of way that may require replacement, although the exact count could not be determined from the available sewer main inspection data. Projects occurring since 2008 included lateral replacement within the right of way and we were not able to confirm this for projects occurring before 2008.
- A section of forcemain in the vicinity of Sunset Avenue may require replacement due to a grade conflict with proposed storm drain system piping. The extent is approximately 200 feet and existing alignment cannot be determined from available Sewall design drawings.



- Several clay dam outlet pipes are located along the right of way that provide pipe trench drainage. These will require lengthening in several locations to accommodate changes in finished grade.
- The existing conduit between the Souadabscook Pump Station and the CSO Pump Station is likely to be impacted by storm drain work. This conduit is also inadequate to allow future electrical service reconfiguration that would allow the CSO Pump Station to be powered from the Souadabscook Pump Station building, with backup power.
- The piping between the CSO overflow weir manhole and the CSO tanks was previously sliplined due to a failure of the original cast iron piping. Excavation to repair was not feasible at the time, so a reduced diameter lining pipe was used. The reduced diameter of this slipliner is hydraulically restrictive and does not allow use of the full storage capacity of the CSO tanks.

We recommend the following actions:

- Replacement of all barrel-block manholes within the MDOT project area and replacement and/or rehabilitation of the two barrel-block manholes outside of the MDOT project area.
- Replacement of existing AC main. Rehabilitation by lining may be feasible in this area but is not the preferred option when replacement is possible in conjunction with road rehabilitation.
- Replacement of non-PVC service laterals along the AC main section between Old County Road and Hillside Avenue.
- Replace non-standard manhole frames and covers in conjunction with required grade adjustment.
- Replace non-PVC service laterals throughout project. As this is an indeterminate quantity and difficult to verify with current information, recommend budgeting for 10 to 15 long-side service replacements. This assumes that previous sewer replacement work included full service replacement within the right of way in previous projects.
- Include a budget for replacement of 200 feet of forcemain near Sunset Avenue, although further evaluation by testing pitting in the spring will be conducted to determine if this will be necessary.
- Include a budget allowance for extending/modifying existing clay dam outlet piping.
- Replace existing conduit run between Souadabscook PS and CSO PS with duct bank suitable for power and communications wiring.
- Replace sliplined pipe between the CSO overflow weir manhole and CSO tanks with new 12-inch PVC main.

A summary cost estimate for these recommendations is provided in Table 2 and a more detailed estimated is included as an attachment.

The full impacts of the scheduled MDOT road reconstruction project have not been evaluated as part of the scope of this report and will be assessed as part of Task Order 16 and presented separately from this report.



Western Avenue – Main Road North to Route 202 Intersection

The condition of sewer along this section of Western Avenue warrants full replacement due to its poor condition.

We recommend the following:

- Replacement of all gravity sewer and service laterals along Western Avenue.
- Replacement of gravity sewer and service laterals on Dewey Street to minimize future disruption.
 - We recommend replacement through open-cut installation within the road right-of-way to occur in advance of or concurrent with the scheduled road rehabilitation project.

For the purposes of this evaluation, we have assumed that the Town will conduct a stand-alone project. However, approaching it as a project concurrent with the road reconstruction project will minimize paving costs on Western Avenue, although the Town will be subject to local cost sharing. A summary total project cost estimate for this Work is provided in Table 2 and a more detailed estimated is included as an attachment.

Western Avenue – Route 202 Intersection to Mayo Road

The sewer system along Western Avenue extending west from the Route 202 intersection does not require significant rehabilitation. Impacts from paving projects (overlay or mill and fill-type projects) are typically minimal and do not require structure replacement or grade adjustment.

We recommend addressing deficiencies noted in the inspections such as replacement of broken manhole covers, reconstruction of manhole inverts for proper drainage, and sealing of manhole joints where infiltration is apparent. We also recommend addressing infiltration occurring at lateral taps by excavating and replacing, injection-grouting, or otherwise repairing the leaking tap connections prior to paving activities along Western Avenue.

No cost estimate is provided for this Work as it does not require significant capital investment.

Main Road North – South of Western Avenue Intersection

The condition of sewer along this section of Western Avenue warrants full replacement due to its poor condition. We recommend replacement through open-cut installation within the road right-of-way.

As this area is scheduled for water main replacement in 2018 by the Hampden Water District, we recommend that the Town coordinate sewer replacement to minimize overall construction impacts. We do not recommend scheduling this work to occur while the MDOT Route 1A reconstruction project is in progress due to the combined impact of construction projects on the Route 1A corridor. Pavement and sidewalk restoration will be required for this project due to the location of the sewer. Coordination water main and sewer replacement

A summary total project cost estimate for this Work is provided in Table 2 and a more detailed estimated is included as an attachment.



Summary

Summaries of the sewer main and manhole inspection results are included as Attachment 1 and Attachment 2, respectively. This is intended to provide a quick reference to the type of sewer and overall condition until a more comprehensive reporting system is adopted by the Town.

The estimated total project cost for each recommendation, including contingency, engineering, and construction administration services, is provided in Table 2. Detailed estimates are included as Attachments 3 and 4 for each respective project.

Table 2: Summary Cost Estimate

Project Area	Estimated Cost
Main Road North/Rt. 1A – Old County Road to Hillside Drive Sewer Rehabilitation	\$924,000 Revised February 20, 2018
Western Avenue – Main Road North to Route 202 Intersection	\$754,000
Main Road North – South of Western Avenue	\$635,000

We trust the information provided within this letter is useful to the Town for budget planning. We would be happy to continue our work with the Town to prioritize the improvements discussed in this letter and to assist with implementation. If you have any questions or concerns, please don't hesitate to contact me at 207-945-5105 or via email at kcorbeil@woodardcurran.com.

Sincerely,

WOODARD & CURRAN

Kyle Corbeil, P.E.
Technical Manager

KMC/jeh

cc: Jim Wilson, P.E. – Woodard & Curran

PN: 213302.17

ATTACHMENT 1
MAIN SUMMARY



CLIENT Town of Hampden
PROJECT Sanitary Sewer Inspection Review

1 MERCHANTS PLAZA
SUITE 501
BANGOR, MAINE 04401
TEL.(207) 945-5105

DESIGNED BY KMC DATE 1/9/2018
CHECKED BY _____ DATE _____
PROJECT NO. 0213302.17

Project Area	Upstream MH	Downstream MH	Location	Pipe Material	Pipe Diameter	Pipe Length	Structural					Operations & Maintenance					Sum		Overall Index	Quick Rating	Notes
							1	2	3	4	5	1	2	3	4	5	Structural	O & M			
DOT Rt. 1A Reconstruction and Bridge Replacement 2018/19	MN3008	MN3009	Main Rd N	PolyVinyl Chloride	10	221.4											0	0			No issues
	MN3009	MN3010	Main Rd N	PolyVinyl Chloride	12	259											0	0			No issues
	MN3010	MN3011	Main Rd N	PolyVinyl Chloride	12	241.5											0	0			No issues
	MN3011	MN3012	Main Rd N	PolyVinyl Chloride	12	228.8											0	0			No issues
	MN3012	MN3013	Main Rd N	PolyVinyl Chloride	12	258.9											0	0			No issues
	MN3013	MN3014	Main Rd N	PolyVinyl Chloride	12	251.4											0	0			No issues
	MN3014	MN3015	Main Rd N	PolyVinyl Chloride	12	219.6											0	0			No issues
	MN3015	MN3016	Main Rd N	PolyVinyl Chloride	12	42.4									4		0	4	4.0	4100	Camera underwater
	MN3016	MN3017	Main Rd N	PolyVinyl Chloride	12	95.1											0	0			No issues
	MN3017	MN3018	Main Rd N	PolyVinyl Chloride	12	46.5											0	0			Heavy cleaning required to clear obstruction
	MN3019	MN3020	Main Rd N	PolyVinyl Chloride	8	101.6			2								2	0	2.0	2100	Large joint offset
	MN3020	MN3021	Main Rd N	PolyVinyl Chloride	8	421.6											0	0			No issues
	MN3021	MN3022	Main Rd N	PolyVinyl Chloride	8	347.5			2					2			2	2	2	2200	Sag near MN3021
	MN3023	MN3024	Main Rd N	PolyVinyl Chloride	8	164.9			2								2	0	2	2100	Crack in PVC at 248 ft
	MN3022	MN3023	Main Rd N	PolyVinyl Chloride	8	370.9											0	0			
	MN3024	MN3025	Main Rd N	PolyVinyl Chloride	8	168.8			2					2			2	2			Sag at 161.3 ft
	MN3025	MN3026	Main Rd N	PolyVinyl Chloride	8	341			6					6			6	6	2	2600	Multiple sags, high water
	MN3026	MN3027	Main Rd N	PolyVinyl Chloride	8	357.3			14					14			14	14	2	2A00	Multiple sags, high water
	MN3027	MN3028	Main Rd N	PolyVinyl Chloride	8	175.8			6					6			6	6	2	2600	Multiple sags, pipe indented from backfill
	MN3028	MN3029	Main Rd N	PolyVinyl Chloride	8	174.1											0	0			
	MN3029	MN3030	Main Rd N	PolyVinyl Chloride	8	261.8											0	0			
	MN3030	MN3031	Main Rd N	PolyVinyl Chloride	8	253.5											0	0			
	MN3031	MN3032	Main Rd N	PolyVinyl Chloride	8	254											0	0			
	MN3032	MN3033	Main Rd N	PolyVinyl Chloride	12	37.9											0	0			
	MN3033	MN3034	Main Rd N	PolyVinyl Chloride	12	152.4											0	0			
	MN3034	MN3018	Main Rd N	PolyVinyl Chloride	12	156.2									4		0	4	4	4100	High water level from Sou. PS backwater
	MN3018	SOUPS	Main Rd N	Ductile Iron Pipe	15	75.3									4		0	4	2	2200	Grease deposits
																	0	0			
		MN1001	MN1002	Main Rd N	Asbestos Cement	8	200.8										10	0	5	5200	Holes in pipe at 1.4 ft and 157 ft (concrete filled?)
		MN1002	MN1003	Main Rd N	Asbestos Cement	8	212.2								4		0	4	2	2200	Deposits/gravel/concrete, intruding tap
		MN1003	MN1004	Main Rd N	Asbestos Cement	8	193.6										0	0			Chip in pipe bell
		MN1004	MN1005	Main Rd N	Asbestos Cement	8	200.5										0	0			Patch repair
		MN1005	MN1006	Main Rd N	Asbestos Cement	8	246.7								2	3	5	5	3.3	5131	Holes in pipe, infiltration weeper, roots
		MN1006	MN1007	Main Rd N	Asbestos Cement	8	227.8								4		0	4	2	2200	Roots, chip in pipe bell, small diam. Lateral (2")
	MN1007	MN1008	Main Rd N	Asbestos Cement	8	232.5								2		5	2	3.5	5121	Holes in pipe, infiltration weeper	
	MN1008	MN1009	Main Rd N	Asbestos Cement	8	255.3			2					2		2	2	2	2200	Surface spalling	
	MN2001	MN2002	Main Rd N	PolyVinyl Chloride	8	169.2										0	0				
	MN2002	MN2003	Main Rd N	PolyVinyl Chloride	8	256.4										0	0				
	OC1000	MN2004	Old County Rd	Polyethylene	8	251.7								4	8	0	12			Infiltration runner, defective breakin tap, high water level	
	MN2004	MN2005	Main Rd N	PolyVinyl Chloride	8	303.9										0	0				
	MN2005	MN2006	Main Rd N	PolyVinyl Chloride	8	177.1										0	0				
	MN2006	MN2003	Main Rd N	PolyVinyl Chloride	8	197.9										0	0				

**ATTACHMENT 1
MAIN SUMMARY**

Project Area	Upstream MH	Downstream MH	Location	Pipe Material	Pipe Diameter	Pipe Length	Structural					Operations & Maintenance					Sum		Overall Index	Quick Rating	Notes
							1	2	3	4	5	1	2	3	4	5	Structural	O & M			
DOT Rt. 1A Paving Project Main Road North South of Western Ave	MN3002	MN3003	Main Rd N	Vitrified Clay Pipe	8	244.2		2								2	26	2.2	322A	Several infiltration weepers, roots	
	MN3001	MN3002	Main Rd N	Vitrified Clay Pipe	8	255.2	1		12		10		1		12	4	23	17	3.1	5241	Pipe fracture, holes in pipe, roots
	MN3003	MN3004	Main Rd N	Vitrified Clay Pipe	8	262.5		8					6	16	39	4	8	65	2.3	413A	Numerous infiltration points and roots
	MN3004	MN3005	Main Rd N	PolyVinyl Chloride	8	288.1		2						2			2	2	2	2200	Sag
	MN3005	MN3006	Main Rd N	Vitrified Clay Pipe	8	42.3								26			0	26	2	2A00	Intruding services, numerous infiltration weepers
	MN3006	MN3007	Main Rd N	Vitrified Clay Pipe	8	221		6						18			6	18	2	2A00	Grease-coated lateral, attached deposits, sags
	MN3007	MN3008	Main Rd N	PolyVinyl Chloride	10	31.1											0	0			
DOT Western Ave Sidewalk Construction and Paving Project	WS1001	WS1002	Western Ave	PolyVinyl Chloride	8	420.3										0	0				
	WS1002	WS1003	Western Ave	PolyVinyl Chloride	8	423.6										0	0				
	WS1003	WS1004	Western Ave	PolyVinyl Chloride	8	382.4										0	0				
	MAY011	WS1004	Western Ave	PolyVinyl Chloride	8	67.6										0	0				
	WES001	WES002	Western Ave	PolyVinyl Chloride	8	303										0	0				
	WES002	WES003	Western Ave	PolyVinyl Chloride	8	395.8										0	0				
	WES003	WES004	Western Ave	PolyVinyl Chloride	8	298.8										0	0				
	WES004	WES005	Western Ave	PolyVinyl Chloride	8	194.5										0	0				
	WES005	WES006	Western Ave	PolyVinyl Chloride	8	173.9										0	0				
	WES006	WES007	Western Ave	PolyVinyl Chloride	8	374.3									4		0	4	4	4100	Infiltration runner at break in tap at 281 ft
WES007	WES008	Western Ave	PolyVinyl Chloride	8	243.9								2			0	2	2	2100	Infiltration weeper at break in tap at 32 ft	
WES008	WES009	Western Ave	PolyVinyl Chloride	8	167											0	0				
WES009	WES010	Western Ave	PolyVinyl Chloride	8	396.4								2			0	2	2	2100	Grease deposits	
BACTS Western Ave Reconstruction	WES011	WES012	Western Ave	Vitrified Clay Pipe	8	220.9		4	15	8	15		4			42	4	3.3	5342	Multiple pipe fractures, infiltration weepers, holes in pipe	
	WES012	WES013	Western Ave	Vitrified Clay Pipe	8	220			33	4	15		6			52	6	3.2	5341	Multiple pipe fractures, infiltration weepers, holes in pipe	
	WES013	WES014	Western Ave	Vitrified Clay Pipe	8	152.8			18		5		12			23	12	2.7	5136	Pipe cracks and fractures, large holes in pipe, lateral full of debris	
	WES014	WES015	Western Ave	Vitrified Clay Pipe	8	250.7	1	2	30	4	35		6			72	6	3.3	5741	Pipe cracks and fractures, multiple holes in pipe	
	WES015	WES016	Western Ave	Vitrified Clay Pipe	10	43.5			3	4			2			7	2	3	4131	Pipe fracture, obstacle in pipe (repaired)	
	WES016	WES017	Western Ave	Vitrified Clay Pipe	10	231.1		10	36	8	50		10			104	10	3.3	5A42	Pipe cracks and fractures, multiple holes in pipe	
	WES017	MN3007	Western Ave	Vitrified Clay Pipe	10	245.2			24	8	55		2			87	2	3.8	5A42	Pipe cracks and fractures, multiple holes in pipe	
No Project	MN1009	MN1010	Main Rd N	Asbestos Cement	8	160.1					5		4			5	4	3	5122	Hole in pipe, concrete deposits, infiltration	
	MN1010	MN1011	Main Rd N	Asbestos Cement	8	18.9	2									2	0	1	1200	Joint offset at AC/PVC connection, 22 elbows	
	MN1011	MN1012	Main Rd N	PolyVinyl Chloride	8	214.4										0	0				
	MN1012	MN1013	Main Rd N	PolyVinyl Chloride	8	335.9										0	0				
	MN1013	MN1014	Main Rd N	PolyVinyl Chloride	8	287.2		2					2			2	2				Sag
	MN1014	MN1015	Main Rd N	PolyVinyl Chloride	8	329.4										0	0				
	MN1016	MN1015	Main Rd N	PolyVinyl Chloride	8	368.3										0	0				Backfill indent on pipe
	MN1016	INT000	Main Rd N	PolyVinyl Chloride	8	55.4	1									1	0	1	1100	Joint partially separated at Fernco, outside drop	
	INT100	INT101	Main Rd N	Ductile Iron Pipe	21	254.8								12			0	12	2.9	3026	
INT101	INT102	Main Rd N	Ductile Iron Pipe	21	195								6			0	6	2.9	3F23	Surface corrosion, infiltration weeper	

**ATTACHMENT 2
MANHOLE SUMMARY**



CLIENT Town of Hampden
PROJECT Sanitary Sewer Inspection Review

1 MERCHANTS PLAZA
SUITE 501
BANGOR, MAINE 04401
TEL.(207) 945-5105

DESIGNED BY KMC DATE 01/09/2018
CHECKED BY _____ DATE _____
PROJECT NO. 0213302.17

Project Area	Manhole Number	Location	In Pavement	Grade to Invert Depth (ft)	Structural Rating					Operations & Maintenance Rating					Sum			Manhole Rating	LoF	Condition Notes		
					1	2	3	4	5	1	2	3	4	5	Structural	O & M	Overall					
DOT Rt. 1A Reconstruction and Bridge Replacement 2018/19	MN3008	Main Road North at Western Ave	Yes	9.7	3						7					3	7	10	1.0	2.0	Precast, installed in 2014, infiltration stain at joint	
	MN3009	Main Road North	Yes	8.33	3						5	2				3	7	10	1.1	2.1	Precast, installed in 2014, infiltration weeper at grade ring joint	
	MN3010	Main Road North	Yes	10.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2014, infiltration stain at joint	
	MN3011	Main Road North	Yes	7.58	3						6					3	6	9	1.0	1.9	Precast, installed in 2014, infiltration stain at joint	
	MN3012	Main Road North at Elm Street	Yes	7.83	3						7					3	7	10	1.0	2.0	Precast, installed in 2014	
	MN3013	Main Road North	No	5.5	3						8					3	8	11	1.0	2.0	Precast, installed in 2014	
	MN3014	Main Road North	No	4.25	3						6					3	6	9	1.0	1.9	Precast, installed in 2014	
	MN3015	Main Road North at CSO PS	No	7.41	3						7					3	7	10	1.0	2.0	Precast with inlet from 12" Interceptor and CSO PS	
	MN3016	Main Road North at CSO PS	No	5.5	3						6					3	6	9	1.0	1.9	Precast with inlet from CSO tank overflow	
	MN3017	Main Road North	No	3.83	3						6					3	6	9	1.0	1.9	Precast	
	MN3018	Main Road North at Sou. PS	No	4.91	3						6					3	6	9	1.0	1.9	Precast, inlet to Sou. PS	
	MN3019	Main Road North																				Not inspected
	MN3020	Main Road North	No	8.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3021	Main Road North	No	7.08	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3022	Main Road North	Yes	7.91	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3023	Main Road North	No	7.08	3	4					5					7	5	12	1.2	2.2	Precast, installed in 2006, cracked barrel section	
	MN3024	Main Road North at _____	No	8.17	3						8					3	8	11	1.0	2.0	Precast, installed in 2006	
	MN3025	Main Road North	Yes	10.33	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3026	Main Road North	Yes	12	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3027	Main Road North	Yes	9.75	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3028	Main Road North	No	8.42	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3029	Main Road North	Yes	8.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2006, misaligned inlet/channel	
	MN3030	Main Road North	Yes	7.83	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3031	Main Road North	Yes	7.17	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3032	Main Road North	No	7	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3033	Main Road North	No	10	3						7					3	7	10	1.0	2.0	Precast, installed in 2006, 4 way 12"	
	MN3034	Main Road North	No	3.17	3		3				6					6	6	12	1.2	3.1	Precast, installed in 2006, frame offset	
	MN1001	Main Road North at Old County Road	No													0	0	0			Not inspected	
	MN1002	Main Road North	No	6.9	3		3				6					6	6	12	1.2	3.1	Barrel block, small break in pipe invert opening	
	MN1003	Main Road North	No	6	3						6					3	6	9	1.0	1.9	Barrel block, poor invert condition	
	MN1004	Main Road North	No	5.5	3		3				6					6	6	12	1.2	3.1	Barrel block, missing mortar, poor invert condition	
	MN1005	Main Road North	No	6	4		3	4			6					11	6	17	1.4	4.1	Offset frame, barrel block, missing mortar, poor invert condition	
	MN1006	Main Road North	No	6	3						6					3	6	9	1.0	1.9	Barrel block, missing mortar, break in pipe invert	
	MN1007	Main Road North	No	6.3	3		3				6					6	6	12	1.2	3.1	Barrel block, missing mortar, break in pipe invert	
MN1008	Main Road North at Carriage Lane	No	7.58	4			4			7	2				8	9	17	1.3	4.1	Barrel block, missing mortar, break in pipe invert		
MN2001	Main Road North	No	5.67	3						5					3	5	8	1.0	1.8	Precast		
MN2002	Main Road North	Yes	6.67	3						6					3	6	9	1.0	1.9	Precast		
MN2003	Main Road North	Yes	6.75	3						7	2			5	3	14	17	1.4	5.1	Precast, leaking insert cover		
MN2004	Main Road North	No	6.9	3						6					3	6	9	1.0	1.9	Precast		
MN2005	Main Road North	No	6	3						7					3	7	10	1.0	2.0	Precast, debris on shelf and in invert from 4" lateral		
MN2006	Main Road North at Frances Drive	No	7.4	3						6					3	6	9	1.0	1.9	Precast, roots from bottom joint, poorly formed invert from Frances Drive		
OC1000	Old County Road	Yes	5.08	3					5	6					8	6	14	1.4	5.1	Precast, installed in 2015, frame offset		

**ATTACHMENT 2
MANHOLE SUMMARY**

Project Area	Manhole Number	Location	In Pavement	Grade to Invert Depth (ft)	Structural Rating					Operations & Maintenance Rating					Sum		Manhole Rating	LoF	Condition Notes						
					1	2	3	4	5	1	2	3	4	5	Structural	O & M				Overall					
DOT Rt. 1A Paving Project Main Road North, South of Western Ave	MN3001	Main Road North																	Not inspected						
	MN3002	Main Road North	Yes	7.67	3					4					6		7	6	13	1.3	4.1	Brick manhole, fractured grade ring			
	MN3003	Main Road North at Weatherbee School	Yes	9.75	3										6	4			3	10	13	1.2	2.2	Brick manhole, infiltration weepers, gravel deposits on bench, lateral inlet without drop	
	MN3004	Main Road North	Yes	7.33	3			3							6	2			6	8	14	1.3	3.1	Brick manhole, displaced brick in grade ring, gravel deposits on bench	
	MN3005	Main Road North	Yes	6.9	3										6				3	6	9	1.0	1.9	Brick manhole, gravel deposits on bench	
	MN3006	Main Road North	Yes	8.17	3										7	2			3	9	12	1.1	2.1	Brick manhole, infiltration weeper at joint, 4" lateral without drop pipe	
	MN3007	Main Road North																						Not inspected	
MDOT Western Ave Sidewalk Construction and Paving Project	MAY011	Western Ave at Mayo Road	No	8.4	3	4									5				7	5	12	1.2	2.2	Precast, surface damage to concrete barrel sections, possible H2S issue	
	WS1001	Western Ave	No	6	3										7				3	7	10	1.0	2.0	Precast, Mayo PS discharge, may be mislabeled, should be WES1001?	
	WS1002	Western Ave	No	8.08	3										6				3	6	9	1.0	1.9	Precast, Two unsupported pipe drop laterals	
	WS1003	Western Ave	No	7.41	2										7	2			2	9	11	1.1	2.1	Precast	
	WS1004	Western Ave	Yes	10.75	3										7				3	7	10	1.0	2.0	Precast	
	WES1001	Western Ave	No	4.5	3										6				3	6	9	1.0	1.9	Precast	
	WES1002	Western Ave	No	6.17	2					4					6	2			6	8	14	1.4	4.1	Precast. Broken cover	
	WES1003	Western Ave	Yes	7.5	1			3							6	2	3		4	11	15	1.5	3.2	Break in pipe invert, invert/bench modified	
	WES1004	Western Ave	No	6.83	3										6				3	6	9	1.0	1.9	Precast	
	WES1005	Western Ave	No	5.83	3										7				3	7	10	1.0	2.0	Precast, incorrectly labeled pipe sizes???	
	WES1006																		0	0	0				Not inspected
	WES1007																		0	0	0				Not inspected
	WES1008	Western Ave	No	6.58	3										6	2			3	8	11	1.1	2.1	Precast, infiltration weeper at joint, cut in invert	
WES1009	Western Ave	No	11.75	3										7				3	7	10	1.0	2.0	Precast, unusual invert		
WES1010																								Not inspected	
BACTS Western Ave Reconstruction	WES1011	Western Ave	Yes	6	3			3						7				6	7	13	1.2	3.1	Brick manhole, issue with chimney		
	WES1012	Western Ave	Yes	6.33	3	8								7				11	7	18	1.3	2.4	Brick manhole, cracks in barrel, infiltration stain		
	WES1013	Western Ave	Yes	7.41	3									6				3	6	9	1.0	1.9	Brick manhole		
	WES1014	Western Ave	Yes	6.75	3									5				3	5	8	1.0	1.8	Brick manhole		
	WES1015	Western Ave at Dewey St	Yes	7.91	3			6						5		3		9	8	17	1.5	3.3	Brick manhole, large fractures in wall, missing brick, unusual invert in from Dewey		
	WES1016	Western Ave																						Not inspected	
	WES1017	Western Ave	Yes	7.83	3			6						7				9	7	16	1.3	3.2	Brick manhole, large fractures in wall, missing brick		
	WES1017A	Western Ave at Main Road North	Yes	7.33	3									6				3	6	9	1.0	1.9	Brick manhole		
No project	MN1009	Main Road North	No	7	3									7				3	7	10	1.0	2.0	Concrete riser cone over barrel block, break in pipe invert		
	MN1010	Main Road North at Mountain View Drive	No	7.08	4			3						6	4			7	10	17	1.3	3.1	Barrel block, missing mortar, break in pipe invert, poor invert condition, infiltration weeper		
	MN1011	Main Road North	Yes	7.4	3									7				3	7	10	1.0	2.0	Precast, installed in 2009		
	MN1012	Main Road North at Hillside Drive	Yes	8.4	3									6				3	6	9	1.0	1.9	Precast, installed in 2009		
	MN1013	Main Road North	Yes	7.4	3									6				3	6	9	1.0	1.9	Precast, installed in 2009		
	MN1014	Main Road North	Yes	7.4	3									6				3	6	9	1.0	1.9	Precast, installed in 2009		
	MN1015	Main Road North	Yes	7.17	3									6				3	6	9	1.0	1.9	Precast, installed in 2009		
	MN1016	Main Road North at Patterson Street	Yes	7.75	3									7				3	7	10	1.0	2.0	Precast, installed in 2009		
No Project	INT000	Main Road North at Patterson St.	No	16.5	3									8				3	8	11	1.0	2.0	Precast		
	INT100	Main Road North	No	5.4	3									5				3	5	8	1.0	1.8	Precast		
	INT101	Main Road North	Yes	9.08	3									6				3	6	9	1.0	1.9	Precast		
	INT102	Main Road North	Yes	10	3									6				3	6	9	1.0	1.9	Precast		



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

T 800.426.4262
T 207.945.5105

1 Merchants Plaza, Suite 501
Bangor, Maine 04401
www.woodardcurran.com

TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 3

WESTERN AVE - BACTS RECONSTRUCTION PROJECT

OPINION OF PROBABLE COST

January 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 28,000	\$ 28,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 2,500
3	Select Backfill	CY	50 *	\$ 50	\$ 2,500
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	700	\$ 80	\$ 56,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	1,300	\$ 120	\$ 156,000
7	Open Cut Main Replacement - Western Avenue	LF	1,370	\$ 150	\$ 205,500
8	Open Cut Main Replacement - Dewey Street	LF	400	\$ 150	\$ 60,000
9	Four Foot Diameter Pre-Cast Manhole - Western Avenue	EA	8	\$ 6,000	\$ 48,000
10	Four Foot Diameter Pre-Cast Manhole - Dewey Street	EA	1	\$ 6,000	\$ 6,000
Total Estimated project cost					\$580,000
15% Contingency					\$87,000
15% Admin, Engineering & Construction Admin Services					\$87,000
Total + Contingency					\$754,000



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

T 800.426.4262
T 207.945.5105

1 Merchants Plaza, Suite 501
Bangor, Maine 04401
www.woodardcurran.com

TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 4

MAIN ROAD NORTH - SOUTH OF WESTERN AVE (REMAINING PORTION OF PRIORITY AREA #4)

OPINION OF PROBABLE COST

January 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 24,000	\$ 24,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 2,500
3	Select Backfill	CY	50 *	\$ 50	\$ 2,500
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	200	\$ 80	\$ 16,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	1,500	\$ 120	\$ 180,000
7	Asphalt Curb	LF	960	\$ 12	\$ 11,600
8	Open Cut Main Replacement	LF	1,320	\$ 150	\$ 198,000
9	Four Foot Diameter Pre-Cast Manhole	EA	7	\$ 6,000	\$ 42,000
Total Estimated project cost					\$487,000
15% Contingency					\$74,000
15% Admin, Engineering & Construction Services					\$74,000
Total + Contingency					\$635,000

* Indeterminate Quantity



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TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 5 (REVISED)

MAIN ROAD NORTH - MDOT ROUTE 1A RECONSTRUCTION PROJECT

OPINION OF PROBABLE COST

February 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 65,000	\$ 65,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 3,000
3	Select Backfill	CY	50 *	\$ 50	\$ 3,000
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	200	\$ 80	\$ 16,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	200	\$ 120	\$ 24,000
7	Open Cut Main Replacement	LF	2,000	\$ 150	\$ 300,000
8	Four Foot Diameter Pre-Cast Manhole	EA	10	\$ 6,000	\$ 60,000
9	Town-furnished replacement sewer manhole frame and cover	EA	30	\$ 500	\$ 15,000
10	Adjust manhole to grade	EA	30	\$ 800	\$ 24,000
11	4" SDR 35 PVC Sewer Service Open Cut Replacement	LF	660 *	\$ 150	\$ 99,000
12	12" DR 25 C900 Pressure PVC force main	LF	200 *	\$ 175	\$ 35,000
13	Clay dam piping	LF	100 *	\$ 30	\$ 3,000
14	Electrical duct bank	LF	350	\$ 100	\$ 35,000
15	12" SDR 35 PVC Sewer Main	LF	75	\$ 175	\$ 14,000
Total Estimated project cost					\$710,000
15% Contingency					\$107,000
15% Admin, Engineering & Construction Services					\$107,000
Total + Contingency					\$924,000

January 5, 2017



Sean Currier, Public Works Director
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Souadabscook Sewer Pump Station and Force Main Review

Dear Sean:

The following is our summary review of the Souadabscook Sewer Pump Station (PS-2) and force main review per Task Order #13. We reviewed potential impacts from the upcoming Maine Department of Transportation (MDOT) Grist Mill Bridge replacement, including force main replacement and effects on pump station operation. The Grist Mill Bridge project is currently on the 2017/2018 MDOT Work Plan, along with a road rehabilitation project extending from Western Avenue to Mountainview Drive. The following tasks were included in the review:

1. Research PS and force main as-built drawings, pump model and flow curve, operational records;
2. Confirm existing conditions via site visit;
3. Perform hydraulic calculations to evaluate force main replacement;
4. Review necessity for pumping modifications if applicable;
5. Produce summary memo with findings; and
6. Develop budgetary cost estimate for force main replacement.

On June 1, 2016, Woodard & Curran (W&C) visited the Souadabscook Sewer Pump Station, located at the Hampden Water District office on Main Road North. We collected equipment information and other site-specific information.

We consulted with the Bangor Wastewater Department, who provides sewer pump station maintenance services for the Town, and Sargent Corporation, who installed the replacement force main in 2006. We also consulted with the MDOT and their bridge design consultant, T.Y. Lin International Group, regarding the new Grist Mill Bridge design and potential impacts on the utilities.

This is not intended to be a comprehensive review of the Souadabscook Sewer Pump Station for planning purposes or preliminary engineering for pump station upgrades. We have provided recommendations regarding a comprehensive pump station review later in this report.

Background

The force main crossing the Grist Mill Bridge was originally installed around 1982 as part of Interceptor Sewer Contract 1 and extends from the Souadabscook PS to the vicinity of Chickadee Lane and Sunrise Lane, where it discharges to a 20-inch ductile iron gravity sewer main. The overall length is approximately 4,040 feet based on the As-Built drawings. The Contract 1 As-Built drawings, dated February 1983, detail the original pipe as 8-inch diameter Permastran, which was an epoxy-fiberglass wrapped plastic pipe. It is not clear if the entire length of this main was Permastran, ductile iron, or other typical pressure pipe material.



The force main was partially replaced in 2006 by Sargent Corporation in conjunction with a gravity sewer replacement project, with replacement extending from the intersection of Dudley Road north to the gravity sewer transition. Per the Sargent project manager, Sean Milligan, the replacement section consisted of 12-inch diameter pressure-rated PVC (AWWA C900 pipe trademarked as Blue Brute by JM Eagle). This replacement section length is approximately 3,600 feet and did not include the section between the pump station and Dudley Road intersection. We do not have drawings for the replacement project and have relied on Town and Contractor information.

The connection point between the new 12-inch diameter pressure PVC pipe and the original force main in the Dudley Road intersection consists of a valved pipe manifold that was used to connect both the replacement force main and bypass piping to the remaining 8-inch diameter force main. Per Sargent Corporation, the valved manifold is thought to remain in place with the bypass piping end capped and gate valve operators buried.

The 8-inch diameter force main crosses the Grist Mill Bridge as a buried installation between the road surface and the concrete structure with foam board insulation above and below the pipe, although exact construction details were not available on the As-Built drawings. Discussions with the MDOT indicate that there is 3-7 feet of soil over the existing bridge concrete beam. The force main otherwise appears to be typical of buried pipe installation practices.

A 12-inch diameter PVC gravity sewer main also crosses the bridge parallel to the force main, connecting the sewer service area along Coldbrook Road and Main Road North to the Souadabscook Pump Station. Installation of this pipe appears to be similar to the force main, running approximately 155 feet between manholes with a slope of 0.024.

The pump station consists of two Fairbanks-Morse 5400 series vertically mounted split case solids handling pumps. A pump data sheet obtained from Fairbanks-Morse is attached for reference. One pump is active and controlled by the single variable frequency drive (VFD) with constant level control, but can also be operated as a start/stop pump station based on high and low wet well level. The pumps are rotated in operation, but the VFD cannot be taken offline.

Table 1: Existing Pump Data

Manufacturer	Fairbanks Morse
Installation Year	1983
Model/Size	B5434 4x8 inch
Stages/RPM	Single stage 1770 rpm
Impeller	13.65 inch
Rated Flow	800 gpm @ 188 ft TDH
Motor	75 HP



Evaluation

We were able to conduct a preliminary review of the hydraulic conditions using the information referenced previously. However, we were not able to directly assess the pump or force main hydraulic performance due to the lack of suction and discharge pressure gauges. The gauge taps for Pump #2 appear to have broken off and have not been repaired. Properly functioning pressure gauges and maintenance records of their readings allow an assessment of pumping conditions, particularly regarding changes in pump performance and force main flows.

At the time of the site visit, the Pump #2 speed was approximately 72% and cycling on and off based on wet well level. Based on the assumption that the pump is operating according to its published pump curve, the resulting flow rate is approximately 250-300 gpm, which is near the minimum allowable flow for that pump model. The calculated pumping capacity for the current pump arrangement and piping configuration (8-inch pipe and 12-inch pipe) is 1,600 gpm, although the actual capacity is likely limited by the motor horsepower as well as pump and pipe condition. The installed pump motor is rated for 75 HP and the full capacity of the pump exceeds that value. The capacity prior to force main replacement was approximately 980 gpm.

Force main sizing is generally dictated by minimum and maximum flow velocities to ensure that flows are adequate to maintain solids in suspension while not requiring excessive pump horsepower and power consumption. Generally, raw wastewater force mains should maintain a pipe velocity of 2 feet/second, provided that the pumping system generates a peak velocity of at least 3.5 feet/second each day to suspend settled material. The table below summarizes the current flow conditions and design parameters for the existing force main.

Table 2: Force Main Summary

Parameter	Typical Design Velocity	Estimated Flow	Estimated Forcemain Condition	
			8-inch	12-inch
Minimum	2 ft/sec	250 gpm*	1.6 ft/sec	0.8 ft/sec
Daily Maximum	3.5 ft/sec		Not recorded 700 gpm required	Not recorded 1,230 gpm required
Peak	8 ft/sec	1,600**	9.2 ft/sec	5.1 ft/sec

* Estimated from current model pump curve.

**Estimated capacity using hydraulic calculations, not field-verified.

As the table illustrates, the minimum velocity in both force main sections are below typical design values, although the velocity in the 12-inch section is less than one half the typical design condition. It is unclear if the Daily Maximum Velocity condition is achieved for either pipe section on a daily basis.

Force mains are typically designed with peak velocities up to 8 feet per second to limit headloss and power consumption. We estimated that the velocity at peak pump capacity in the 8-inch pipe exceeds this value, while the 12-inch pipe remains well below.

We evaluated using 12-inch diameter pipe for the full length of the force main and a small increase in capacity from 1,600 gpm to approximately 1,700 gpm was calculated. The relatively short length of 8-inch main has a minimal effect on overall headloss and pump power consumption.



A 20-inch diameter ductile iron gravity sewer conveys flow from the pump station force main north toward the Bangor Wastewater Treatment Plant. The minimum slope of this line is 0.0006 feet/feet per the 1983 As-Built drawings. We estimated the capacity of this 20-inch sewer main as approximately 1,400 gpm. It appears that the existing pump station capacity exceeds the capacity of the 20-inch diameter receiving gravity sewer. Any increases to the pump station capacity are likely to require additional gravity sewer capacity.

The following is a list of other observations and conditions noted at the time of our visit:

1. Pump installation date of 1983 indicates 33 years of use. The typical guidance for replacing pumping equipment is 20 years unless regular maintenance and rehabilitation allows otherwise. Similarly, valves, piping, and electrical equipment may also require replacement due to age or to meet current code requirements.
2. Pump #2 exhibited noticeable vibration during operation, indicative of an out-of-balance condition, motor bearing issue, or other mechanical problem. The Bangor Wastewater staff were asked about this vibration and they stated that it has been ongoing for a significant amount of time without noticeably affecting operation.
3. The piping and concrete support in the stilling well installed in 1996 is severely corroded. This piping serves to contain effluent in the structure and prevent air entrainment from affecting the pump suction lines.
4. Water level in the upstream manhole (located in the grass swale adjacent to Main Road North) was near the pipe crown during relatively dry conditions. This appears to be primarily a result of backwater effect upstream of the grinder station, but does presents a risk of clogging in the gravity line due to inadequate velocity.
5. The access hatch to the north wet well has a failed hinge and did not operate properly.
6. There do not appear to be any wet well tank vents. Any vents should be equipped with odor control canisters.

Recommendations

We recommend that the Town replace the existing force main from the Souadabscook PS to Dudley Road in conjunction with the MDOT bridge project and that the pipe remain 8-inch diameter for the following reasons:

- The pumping capacity is consistent with that required of an 8-inch diameter force main.
- The receiving gravity sewer is limited to near the current estimated pumping capacity.
- The Town's permitted discharge volume and peak rate are limited.
- A larger size diameter results in low pipe velocity and risk of solids deposition and clogging.
- The additional pumping capacity and reduction in power consumption resulting from using a larger diameter force main are minor.

The replacement of the existing 12" PVC gravity sewer main will also be required as the bridge design will not allow the current installation method.

Due to the presence of ledge and pipe elevation requirements, it does not appear feasible to attempt to install the sewer utility piping to the immediate north or south of the bridge as buried piping. The Hampden



Water District has buried water main river cross to the north of the bridge, although this piping is not subject to the requirements of pressure or gravity sewer installation.

The MDOT and their design consultant have indicated that the bridge will be a traditional steel or concrete beam design without any soil cover over the bridge deck. This requires a specialized type of pipe utility installation using pipe supports, insulation, expansion joints, and heat-tracing to prevent freezing of the pipe contents. The replacement bridge span will be longer than the existing span, with approximately 115 feet compared to the existing approximately 50 feet.

The bridge is intended to be replaced in its entirety in one operation, which means that the existing bridge and utilities will be completely removed to accommodate construction of the new bridge. The MDOT intends to request a road closure for this work, extending from 30-90 days during the summer, therefore no temporary bridge structure is planned. This method of construction will require bypass sewage pumping for the gravity sewer main and a temporary sewer force main installation during this outage, and until the new utilities are installed and ready for use.

A budgetary cost estimate has been provided as an attachment. The estimate assumes the following:

- Replacement of full length of 8-inch force main between pump station and Dudley Road intersection.
- Replacement of 12-inch gravity sewer main between manholes spanning the bridge (approximately 155-feet based on As-Built drawings).
- Temporary bypass pumping is required for the gravity sewer.
- Temporary piping is required for the sewer force main.
- Town is responsible for trench width pavement repair only where it affects driveways due to concurrent MDOT road rehabilitation project.
- Town is not responsible for roadway concrete base repair.
- Installation requires a supported bridge crossing design (i.e. supported from the bridge structure and not buried).

There is a significant amount of variability in the cost of a supported bridge crossing system, depending a great deal on the bridge configuration and materials of construction. We have prepared the attached estimated project cost breakdown using costs associated with recent steel I-beam and concrete beam bridge crossing construction methods. The estimated project cost resulting from the use of a suspended bridge crossing, including engineering, construction administration, part time inspection, and contingency, is approximately \$493,500 to \$777,000, depending on the type of design and support system requirements.

As noted previously, we recommend a comprehensive pump station evaluation be conducted as part of a Preliminary Engineering Design prior to the implementation of any significant pump station modifications. The following is an example of Preliminary Engineering scope items related to long-term planning for the pump station, capacity, and sewer collection system impacts:

1. Assess current wastewater flows using available records.
2. Identify potential for infiltration/inflow removal and impacts on pump station operation.



3. Assess pump design, capacity, operation strategy, wet well configuration, electrical system, and control system.
4. Assess the hydraulic profile of the existing pump station and modify to reduce pipe surcharging.
5. Present upgrade options for review and evaluation.
6. Identify permitting requirements.
7. Prepare Design Basis Memorandum identifying the intended scope of upgrades and preliminary cost estimate for final design, construction, and contingency costs.
8. It is understood that infiltration and inflow (I/I) continue to affect the entire collection system. In addition to the current program of sewer main replacement, we recommend that the Town consider additional efforts at identifying and eliminating I/I.

We recommend that the Town allow for a Preliminary Engineering Design budget of \$15,000 based on the scope presented. We can provide a detailed scope and budget for this work at your request.

We trust the information provided within this letter is useful to the Town for budget planning. We would be happy to continue our work with Town to prioritize the improvements discussed in this letter and to assist with implementation. If you have any questions or concerns, please don't hesitate to contact me at 207-945-5105 or via email at kcorbeil@woodardcurran.com.

Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink, appearing to read 'Kyle Corbeil'.

Kyle Corbeil, P.E.
Project Engineer

KMC/eap

cc: Jim Wilson, P.E. – Woodard & Curran

PN: 213302.00 013

SEE PAGE 2 FOR TEST BEFORE IMPELLER TRIM

US Motor, R2110855

DATE ENTERED 4-19-82	DATE PROMISED 153	DATE SHIPPED 5-26-83	MOTOR S/N 9302556-662 R2110636	PUMP SERIAL NO. K3J1-060314
CUSTOMER'S NAME BRECIA CONSTRUCTION CO. (HAMPDEN, MAINE)			CUSTOMER P.O. LETTER 4-9-82	THRU
BUILD 2 PUMPS ON THIS ORDER AND 0 OTHER PUMPS ON THIS ORDER		SPEC. WRITER R.VANKIRK 1-6-83	CHECKER	K3J1-060314-1

PUMP DESCRIPTION		GENERAL	OPERATING CONDITIONS		SPECIAL INSTRUCTIONS
SIZE 4x8	DIS. POS. # 13	SUCTION PROJ.	GPM 800	TDH 188	300-350 BHN SLEEVE, BRONZE SEAL
FIGURE NO. B5434	36	DISCH. PROJ.	SUCTION LIFT SUCTION HEAD	CERTIFIED CURVES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HOUSING & GLAND, SS IMP. & CAS RINGS,
PUMP FITTING IF	ROTATION CCW	TUBE PROJ.	PUMP RPM 1770 (F/L)	MTR. S.F. 1.15	SS IMP. CAPSCREW & WASHER, MECH SEAL
CURVE NO. Cksj1-060314	GUARANTEE (YES) 61%	SUCTION SIZE 8"	MTR. HP 75	MTR. TYPE RV-9	FILTER, SS GLAND BOLTS, THERMOSWITCH
SHIP ASSEMBLED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DISCH. SIZE 4"	IMPELLER T4DIAQ	DIA. OR "b" DIM. 14.03M	DATE PUMP TESTED	MOUNTED ON VOLUTE
DRIVER MOUNTED BY (FACTORY) CUSTOMER	MIN. END PLAY	SOLD OVERLOAD YES NO	SP GRAVITY	TESTED BY	NOTE: SEE SPECIAL INSTR. PAGE 2
SETTING PLAN SK3J1-060314		SPECIAL AND VARIABLE PARTS ON THIS ORDER			
REF- T4DIB					
DYN BAL & POLISH & COAT IMP.					

QUANTITY	SYMBOL	MATERIAL	LEVEL CODE	PRODUCT CODE	DESCRIPTION	REFERENCE	LINE
2	993	9906	F		FENWALL THERMOSWITCH SERIES 32400	"A" STATE	
2 (SETS)	993	9906	F		MINIATURE CONTROLS (TO MOUNT ON VOLUTE) RONNINGEN & PETER ISO-RING PRESSURE INSTRUMENT PROTECTORS w/ASHCROFT #1379 4 1/2 0-60 PSI GAGES. (1 SET INCLUDES (1) 4" SUCT. & (1) 8" DISCH PROTECTOR w/GAGE)		
2	993	9906	F		U.S. ELECTRIC 75HP 1800RPM 3/60 460 VOLT WP-1 VCC CORROSION PROTECTION, A16 SS SHAFT, WINDING THERMOSTATS, w/HYD6ZD2 SHAFT EXTENSIONS		
1	993	9906	F		ROBICON VFD CONTROL SYSTEM INCLUDES FRT & STARTUP/TRAINING OF 1 TRIP NOT TO EXCEED 5 DAYS	"B" STATE	



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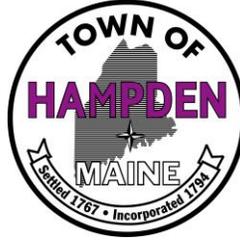
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TOWN OF HAMPDEN
SOUADABSCOOK SEWER PUMP STATION FORCEMAIN AND SEWER REPLACEMENT
PRELIMINARY COST ESTIMATE
PROJECT NO. 213302
December 28, 2016

Preliminary Estimate							
				Steel I-beam Bridge Design		Concrete Beam Bridge Design	
No.	Description	Unit	Estimated Quantity	Unit Price	Value	Unit Price	Value
1	Administrative (5% of Subtotal)	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
2	Rock Excavation*	CY	10	\$200.00	\$2,000.00	\$200.00	\$2,000.00
3	Excavation Below Normal Grade*	CY	25	\$30.00	\$750.00	\$30.00	\$750.00
4	Select Backfill*	CY	25	\$30.00	\$750.00	\$30.00	\$750.00
5	Provide 8" Class 52 Ductile Iron Forcemain	LF	335	\$100.00	\$33,500.00	\$100.00	\$33,500.00
6	Provide Forcemain Bridge Crossing	LS	1	\$80,000.00	\$80,000.00	\$180,000.00	\$180,000.00
7	Provide 12" SDR 35 Gravity Sewer Pipe	LF	50	\$140.00	\$7,000.00	\$140.00	\$7,000.00
8	Provide Gravity Sewer Bridge Crossing	LS	1	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00
9	Provide 2" Rigid Insulation	LF	200	\$5.00	\$1,000.00	\$5.00	\$1,000.00
10	Bituminous Pavement Repair	SY	25	\$140.00	\$3,500.00	\$140.00	\$3,500.00
11	Test Pits	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
12	Testing Allowance	ALLOW	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
13	Temporary Bypass Pumping	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
14	Temporary Forcemain Piping	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
CONSTRUCTION SUBTOTAL					\$322,500.00		\$532,500.00
ENGINEERING, CONSTRUCTION ADMIN, PART TIME INSPECTION, CONTINGENCY (35%)					\$112,900.00		\$186,400.00
TOTAL					\$435,400.00		\$718,900.00

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: February 1, 2018
RE: Proposed Coldbrook Corners TIF Development Program and CEA

At its January 17 meeting, the Planning & Development Committee referred the proposed Coldbrook Corners Tax Increment Financing (TIF) Development Program and Credit Enhancement Agreement (CEA) to the Finance Committee.

At the time of referral, two material items in the Development Program were incomplete. Having resolved to its satisfaction other aspects of the proposal, the P&D Committee deferred recommendation on these items to the Finance Committee, specifically:

- 1) Projection of “sheltered” TIF revenue to be available to the Town, for eligible purposes, over the proposed 30-year life of the District; and
- 2) Proposed allocation of such revenue among the eligible purposes.

The enclosed Development Program projects an estimated \$9.25M over the life of the District, based on the projected Increased Assessed Value to result from the Tradewinds project, and an additional assumed \$4.5M in Increased Assessed Value within the District. Actual revenues may be greater than or less than this amount, but this represents a reasonable projection based on what is known. This also reflects that, after the proposed 13-year term of the CEA, 100% of the Tax Increment would be “sheltered” and made available for eligible purposes.

My recommended allocation of projected revenues is included in Table 1 of the Development Program, and is summarized in the attached 1-page table (which is an exhibit to this memo – not an official part of the Development Program). However, this is included to illustrate for the Council’s benefit the proposed allocation by percentage. In preparing these recommendations, I reviewed eligible uses and amounts in pre-existing TIF Districts in Hampden, and have recommended an allocation that I think complements the other TIF Districts. For example, I’m recommending a higher percentage allocation (10%) toward matching grants (Item 14), since there is not much funding available for this purpose in other TIFs, and this could be helpful to leverage State or Federal monies that may become available toward infrastructure or economic development purposes.

At its discretion, the Finance Committee may refer a different proposed allocation to the Town Council, and the Town Council may – either in its referral on Monday, or at its public hearing anticipated for March 5, propose (and approve) a different allocation.

Since the P&D referral, the TIF District maps have also been updated based on the P&D Committee’s recommendations.

Coldbrook Corners TIF Development Program, Authorized Expense Allocation (recommended)

	\$	%	Per year (30 year term)
<u>Investments Within the District</u>			
1 Capital Costs	\$ 2,960,000	32.0%	\$ 98,667
2 Financing Costs	\$ 92,500	1.0%	\$ 3,083
3 Administrative Costs	\$ 185,000	2.0%	\$ 6,167
4 Organizational Costs	\$ 92,500	1.0%	\$ 3,083
<i>Category sub-total:</i>	<i>\$ 3,330,000</i>		
<u>Investments Made Necessary by District</u>			
5 Infrastructure Costs	\$ 1,480,000	16.0%	\$ 49,333
6 Public Safety	\$ 555,000	6.0%	\$ 18,500
<i>Category sub-total:</i>	<i>\$ 2,035,000</i>		
<u>Investments Related to Economic Development</u>			
7 Costs of funding economic development programs and/or events	\$ 740,000	8.0%	\$ 24,667
8 Economic Development Program Support	\$ 92,500	1.0%	\$ 3,083
9 Costs of funding environmental improvement projects	\$ 462,500	5.0%	\$ 15,417
10 Costs of funding to establish permanent economic development revolving loan funds, investment funds and grants	\$ 925,000	10.0%	\$ 30,833
11 Costs of services and equipment to provide skills development and training	\$ 277,500	3.0%	\$ 9,250
12 Costs relating to planning, design, construction, maintenance, grooming and improvements to new or existing recreational trails	\$ 277,500	3.0%	\$ 9,250
13 Costs associated with a new or expanded transit service	\$ 185,000	2.0%	\$ 6,167
14 TIF revenues to be used as match for applicable State and Federal Economic Development Grant Programs	\$ 925,000	10.0%	\$ 30,833
<i>Category sub-total:</i>	<i>\$ 3,885,000</i>		
	<u>\$ 9,250,000</u>	<u>100.0%</u>	

Source: Angus Jennings, Town Manager. UPDATED 2/27/18.

**ECONOMIC DEVELOPMENT
HAMPDEN, MAINE**

An Application for a Municipal Development and Tax Increment Financing District

**HAMPDEN COLDBROOK CORNERS OMNIBUS
MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT**

Presented to:

TOWN OF HAMPDEN

DATED: March 5, 2018

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EXHIBITS:

- A-1 TIF District Map Showing District in Relation to Municipal Boundaries**
- A-2 Map Showing TIF District Boundary**
- B Statutory Requirements & Thresholds**
- C Assessor's Certification of Original Assessed Value**
- D-1 TIF Revenue/Captured Assessed Values Projections**
- D-2 Tax Shift Calculations**
- E Public Hearing Notice**
- F Public Hearing Minutes**
- G Town Council Resolution**

I. Introduction

A. The Coldbrook Corners Project

Coldbrook Corners is an important intersection in Hampden. Traffic volumes are relatively high, reflecting travel going to or from Interstate Routes 95 or 395. Route 202, one of the roads comprising this intersection, carries traffic to and from Route 395, Bangor, and provides access to the Hampden Business Park and other industrial and commercial sites to the north. Coldbrook Road, the other road comprising the intersection, runs from Route 1A near the Penobscot River northwest to I-95. Given these major roadways, this intersection is busy and the land area around it is becoming more attractive for development.

The town's 2010 comprehensive plan recognizes this area as having growth potential, and most of the land in the proposed district is zoned for commercial use. Currently, one quadrant of the intersection is the site of a major trucking trailer company and a popular seafood restaurant, and another is used for a small auto dealership and repair facility. One quadrant is the 76-acre site of a former concrete plant, which is ripe for redevelopment, and an adjacent 77-acre parcel of undeveloped land. The fourth quadrant is the site where Southstreet Development, LLC ("the Company") is interested in constructing a gasoline station with convenience store and other retail, as well as a stand-alone bank (the "Project"). High visibility and relatively high traffic volumes at this intersection are key to the Project. Hampden expects that development of this use in this location will anchor this area, and help spur development on other parcels within the District and along Coldbrook Road, heading toward I-95.

B. Tax Increment Financing – Coldbrook Corners Project

To make the Project investment financially viable, the Company has requested a credit enhancement agreement made possible through the creation of a Municipal Tax Increment Financing ("TIF") district. The establishment of a TIF district, together with the execution of a credit enhancement agreement between the Town and the Company, will help ensure the economic viability, allow the envisioned scale of the Project, and bring investment and jobs to the Town.

The Town seeks to support the Project as it is anticipated to bring attention to the value of this high traffic intersection, and undeveloped land along Coldbrook Road between Coldbrook Corner and I-95, thus motivating new commercial investment on land in an area identified as a growth area for development by the Town. The proximity to the interstate makes this an attractive area for development. In the past year public water service was extended from its prior terminus at 202 northwesterly along Coldbrook Road. However, the lack of sewer infrastructure along Coldbrook Road has limited the opportunities for development, and will continue to constrain opportunities.

The Town can designate the proposed TIF District consistent with the provisions of 30-A M.R.S.A. § 5223, adopt this Development Program, authorize a credit enhancement agreement, and accomplish the following goals:

- Maintain the existing tax revenues generated within the Town;
- Support the development of mixed use commercial development within a designated growth area thus enhancing the future tax revenues generated within the TIF District;
- Provide resources (i.e. TIF revenues) for municipal economic development investments;
- Encourage new commercial development;
- Create employment opportunities for area residents; and
- Improve the general economy of the Town as well as the Bangor Region and the State of Maine.

In addition, by creating a TIF District, the Town can “shelter” the increase in valuation that this Project will bring about. This tax shelter will mitigate the impacts that the District’s increased assessed property value would have on the Town’s share of state aid to education, municipal revenue sharing and its county tax assessment. An estimate of the tax shelter benefit is shown as Exhibit D-2 attached hereto.

In order to fulfill these goals, the Company property (a portion of Map-Lot 33-0-011-B) on the corner of Route 202 and Coldbrook Road along with thirteen other parcels (Map-Lots 22-0-004, 22-0-004-1, 22-0-005, 22-0-005-A, 9-0-020, 9-0-020-A, 9-0-028-A, 9-0-030, 17-0-001, 17-0-002, 33-0-002, 33-0-002-1 and 33-0-002-B), and the public right-of-way extending from this location northwesterly along Coldbrook Road to its intersection with I-95, have been proposed as the **“Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District”** (the **“District”**). Through the creation of the District, together with a credit enhancement agreement (the **“Credit Enhancement Agreement”**) between the Town and the Company, a portion of the projected tax revenue generated from the real property taxes paid on the captured assessed value of the improvements made within the Company Tract (as described herein) of the TIF District will be allocated to and used by the Company to fund the Project and to pay eligible expenses which may include debt service associated with the improvements. These eligible expenses and potential investments are described more fully herein.

Additional credit enhancement agreements may be approved within the Town Tract of the business park through an Omnibus feature of the District described herein.

C. Tax Increment Financing – Hampden Economic Development Program

The Town intends to use its portion of tax revenue generated from the taxes on real property paid on the captured assessed value of the improvements made within the District

(the “TIF Revenues”) to finance some or all of the costs of public improvement projects and future economic development programs and initiatives which collectively will improve the Town’s economy and increase the Town’s ability to stand out in a competitive marketplace as a dynamic place in which to grow a business. Anticipated Town Projects are described in Table 1 below, such costs being authorized as project costs as defined under 30-A M.R.S.A. § 5225 and § 5230.

TABLE 1
Town of Hampden Coldbrook Corners TIF District Project Costs

Project Description	Cost Estimate	Statutory Cite
Investments Within the District		
<p>1. <u>Capital Costs including but not limited to:</u></p> <ul style="list-style-type: none"> • The acquisition or construction of land, improvements, public ways, infrastructure, buildings, structures, fixtures and equipment for public or commercial development district use, including, but not limited to: <ul style="list-style-type: none"> ○ sewer, water or stormwater utilities, electric lines, and roadway improvements. ○ public ways include the Coldbrook Road public right-of-way extending from Route 202 northwesterly to I-95 • Public safety measures including but not limited to turning lanes, road widening installation of turning lanes, signalization, or other traffic control; signal preemption for emergency response; • The demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures; • Site preparation and finishing work; • Fees and expenses including but not limited to licensing, permitting expenses, project design and planning, engineering, architectural, legal and accounting expenses. 	\$2,960,000	<p>30-A M.R.S.A. § 5225(1)(A)(1)(a),(b), (c), and (d)</p> <p>30-A M.R.S.A. § 5225(1)(A)(5)</p>
<p>2. <u>Financing Costs:</u> TIF Revenues may be used to finance any of the other projects listed herein. Such costs may include, but are not limited to, closing costs, issuance costs and interest paid to holders of evidences of indebtedness issued to pay</p>	\$92,500	30-A M.R.S.A. § 5225(1)(A)(2)

Project Description	Cost Estimate	Statutory Cite
for project costs and any premium paid over the principal amount of that indebtedness because of the redemption of the obligations before maturity.		
3. <u>Administrative Costs</u> : A dedication of reasonable reimbursement from District revenues to defray administrative costs in connection with the implementation of the development program, including pro-rated municipal staff salaries.	\$185,000	30-A M.R.S.A. § 5225(1)(A)(5)
4. <u>Organizational Costs</u> : relating to the establishment or amendment of the district, including, but not limited to, the costs of conducting environmental impact and other studies and the costs informing the public about the creation of the District and implementation of the project plans.	\$92,500	30-A M.R.S.A. § 5225(1)(A)(7)
Investments Made Necessary by District		
5. <u>Infrastructure Costs</u> : Improvements directly related to and made necessary by the District including, but not limited to sewer, water or stormwater utilities, electric lines, and roadway improvements. Use of TIF Revenues for such improvements will be limited to improvements within the District and improvements outside the District pro-rated to include only the portion of improvements made necessary by the Project.	\$1,480,000	30-A M.R.S.A. § 5225(1)(B)(1)
6. <u>Public Safety</u> : As development occurs within the District, significant increases in traffic may require measures to address safety concerns outside the District boundaries. TIF Revenues will be made available to address those concerns through measures which may include, but are not limited to, installation of turning lanes, signalization, or other traffic control; signal preemption for emergency response; communications infrastructure: or fire protection equipment	\$555,000	30-A M.R.S.A. § 5225(1)(B)(2)

Project Description	Cost Estimate	Statutory Cite
& maintenance if development requires equipment not currently owned by the municipality.		
Investments Related to Economic Development		
<p>7. * # % <u>Costs of funding economic development programs and/or events including, but not limited to:</u></p> <ul style="list-style-type: none"> • Municipal economic development programs marketing the municipality as a business location, • Events that will attract visitors to the municipality, • Planning for economic development within the Town of Hampden, including but not limited to, Economic Development Strategic Planning, Feasibility Studies for a Downtown Development District, Downtown Redevelopment Plan, Transportation Planning, Broadband Feasibility Study, Utilities expansion feasibility etc. <p>Pro-rated costs of staff salary or consultant fees to oversee the TIF program and to promote economic development within the Town.</p>	\$740,000	30-A MRSA §5225 (1)(C)(1)
<p>8. * # % <u>Economic Development Program Support</u> Pro-rated share of dues to organizations that provide economic development support to the Town, such as the Eastern Maine Development Corporation. Such funding may include additional economic development services and contracts.</p>	\$92,500	30-A MRSA §5225 (1)(C)(1)
<p>9. # % <u>Costs of funding environmental improvement projects</u> related to commercial activities in Hampden. Such projects could include impact studies and watershed management in areas that affect, or are affected by, commercial development in Hampden.</p>	\$462,500	30-A MRSA §5225 (1)(C)(2)

Project Description	Cost Estimate	Statutory Cite
10. # % <u>Costs of funding to establish permanent economic development revolving loan funds, investment funds, loan guarantee programs, and/or grants.</u>	\$925,000	30-A MRSA §5225 (1)(C)(3)
11. # % <u>Costs of services and equipment to provide skills development and training</u> , including scholarships to in-state educational institutions or to online learning entities when in-state options are not available, for jobs created or retained within Hampden. Equipment may include broadband service to improve access to training and educational opportunities.	\$277,500	30-A MRSA §5225 (1)(C)(4)
12. * # % <u>Costs relating to planning, design, construction, maintenance, grooming and improvements to new or existing recreational trails</u> determined by the department to have significant potential to promote economic development, including bridges that are part of a trail corridor, used all or in part for all-terrain vehicles, snowmobiles, hiking, bicycling, cross-country skiing or other related multiple uses. Trail systems are prevalent and active in Hampden, drawing visitors from surrounding communities.	\$277,500	30-A M.R.S.A. § 5225(1)(C)(6)
13. % <u>Costs associated with a new or expanded transit service</u> , limited to transit service capital costs, including but not limited to: transit vehicles such as buses, ferries, vans, rail conveyances and related equipment; bus shelters and other transit-related structures; and benches, signs and other transit-related infrastructure.	\$185,000	30-A M.R.S.A. § 5225(1)(C)(7)(a)
14. # % <u>TIF revenues to be used as match for applicable State and Federal Economic Development Grant Programs</u> To be used for purposes identified as authorized project costs in 30-A M.R.S.A. § 5225.	\$925,000	30-A M.R.S.A. § 5230
Total Municipal Investment Plan Costs:	\$9,250,000	

- * Projects identified with an asterisk (*) share funding with Dennis Paper & Foodservice TIF, a currently active TIF District within the Town of Hampden.
- # Projects identified with a hash tag (#) share funding with Coldbrook Road & Emera Maine Hampden TIF, a currently active TIF District within the Town of Hampden.
- % Projects identified with an asterisk (*) share funding with Hampden Business Park TIF, a currently active TIF District within the Town of Hampden.

II. Development Program Narrative

A. The Development District

The District consists of real property and facilities within the identified boundaries and will exist for a total of thirty (30) years. The Development Program described herein will serve the purpose of administering the District as a Municipal Development and Tax Increment Financing District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Subsequent to the Town Council vote designating the District and adopting the Development Program, the designation of the District and adoption of this Development Program will become effective on July 1, 2018, following approval by the Commissioner of the Maine Department of Economic and Community Development (“DECD”) and end on June 30, 2048. The District is more fully described below in this Development Program and is depicted on the maps attached as Exhibit A. The Town plans to capture one-hundred percent (100%) of the increased assessed value of taxable real property located within the District. The Town will use the property taxes paid on such captured real property value to fund a Credit Enhancement Agreement with the Company of the Project, any subsequent CEAs with companies or developers of property within the District boundaries, and to fund municipal projects described in detail in Table 1 herein.

1. Physical Description

The District will encompass a total of 303.05+/- acres of property with a Company Tract and a Town Tract.

Company Tract: The Company Tract is a 24.2+/- acre parcel within the Coldbrook Corners District found on Town tax map 33-0-011-B.

Town Tract: The Town Tract is a collection of parcels within the Coldbrook Corners District found on Town tax maps 09, 17, 22, 33 and the Coldbrook Road public right of way from Route 1A to I-95 (303.05+/- acres). Maps of the proposed District are presented in Exhibit A-1, a Locational Map and A-2, which provides detail of individual sections of the District.

2. Statutory Requirements and Thresholds

The Statutory Requirements and Thresholds form addressing the acreage and valuation conditions for approval mandated by 30-A M.R.S.A. § 5223(3) is set forth in Exhibit B.

3. Duration of the Program

The District will be designated for a total of thirty (30) years, becoming effective on July 1, 2018, following approval by the Commissioner of the Maine Department of Economic and Community Development (“DECD”) and ending on June 30, 2048.

4. Certification of Original Assessed Value

The Original Assessed Value (“OAV”) of the District was \$2,675,200 as of March 31, 2017, (April 1, 2016). The Assessor’s Certificate of Original Assessed Value is included as Exhibit C.

B. The Project

The Project, as described herein, consists of the construction of a “Tradewinds” retail food (small grocery) and gasoline establishment and other retail, as well as infrastructure improvements for the Project. The District is designed to assist in financing of improvements put into place within the District.

The Town intends to use tax increment financing to support the Project by allocating certain tax revenues generated by future new development within the District to the Project. Under the Development Program, the Town will make a portion of the incremental tax revenues from real property investments within the Company Tract of the District available to the Company pursuant to a Credit Enhancement Agreement, which Agreement will be consistent with the allocation of incremental tax revenue as detailed below in the Financial Plan section of this document and reflected in Exhibit D-1 attached. These revenues will be used by the Company to pay costs of the Project directly or to pay debt service on funds borrowed privately by the Company to finance the cost of the Project. By means of a Credit Enhancement Agreement between the Town and the Company, a portion of the TIF Revenue generated solely from the property taxes paid on the captured assessed value of real property improvements made within the Company Tract of the District will be allocated to and used by the Company to fund Project costs. The TIF Revenues will provide financial assistance for the Project itself, making it a more viable endeavor for the Company, including addressing significant up-front costs to develop the site due to existing topography, infrastructure and environmental constraints.

C. The Development Program

The Town’s designation of the District and adoption of this Development Program creates a single municipal TIF district in order to capture the value of the taxable real property improvements to be made within the District and enable the use of a portion of the TIF Revenues to assist the Company through a Credit Enhancement Agreement. It will also permit a portion of the TIF revenues be used to finance various municipal economic development projects as set forth in Table 1 above.

This Development Program will run for a term of 30 years and will capture one-hundred percent (100%) of the increased assessed taxable real property value of the District. The Town will retain the tax revenues generated by the captured assessed taxable real property value for designated economic development purposes.

The Town will enter into a Credit Enhancement Agreement with the Company, which will allocate to the Company a portion of the TIF Revenues generated from the captured assessed value resulting from site improvements and building investment within the Company Tract. The credit enhancement allocation to the company will begin in Fiscal Year 2020 and shall continue for a total of thirteen (13) years, as set forth below in Section IV—Financial Plan. The Company will use such TIF Revenues to offset the cost of its investment in the Project, as more fully discussed in this Development Program. Any TIF Revenues not allocated to the Credit Enhancement Agreement will be retained by the Town to fund municipal economic projects as described in this document.

Through the Omnibus feature of this TIF District, the Town reserves the right to negotiate and execute one or more future credit enhancement agreements for up to the balance of the term of the District with up to one-hundred percent (100%) reimbursement of the TIF Revenues to a company or developer making investments within the Town Tract of the TIF District. Approval of such future credit enhancement agreements is at the sole discretion of the Hampden Town Council.

The Town will retain any portion of the TIF Revenues not designated to a credit enhancement agreement for municipal programs and projects as discussed in Table 1 above. By adopting this Development Program, the Town will underscore Hampden’s commitment to business retention and growth; supporting its growing reputation as a desirable community in which to locate a business.

This Development Program is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. Subsequent to a public hearing and Town Council vote, and following approval by the Commissioner of the Maine Department of Economic and Community Development, adoption of this Development Program will be effective on July 1, 2018.

D. Operational Components

1. Public Facilities

Please refer to Table 1 for the various public infrastructure improvements that TIF Revenues will support. The Town will be responsible for these improvements as it deems necessary to accommodate future development.

2. Commercial Improvements Financed Through Development Program

The Company is responsible for costs and compliance related to the Project which consists of planning, permitting and construction of building and infrastructure improvements within the Company Tract of the District.

By means of an Omnibus structure, the Town will have the flexibility to negotiate and execute future credit enhancement agreements with a company or developer of property within the Town Tract of the District. Such credit enhancement agreements will be executed at the sole discretion of the Town Council and may provide a reimbursement of up to one hundred percent (100%) of the TIF Revenue generated for a term not to exceed the balance of the District term remaining at the time of approval.

3. Relocation of Displaced Persons

Not applicable.

4. Transportation Improvements

Please refer to Table 1. The Town will fund roadway and traffic improvements within the District and/or outside the District that are made necessary by the investments within the District.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state and local environmental laws, regulations and ordinances and will comply with all applicable land use requirements for the Town.

6. Plan of Operation

The Company shall be responsible for securing needed permits and for completion of all improvements it will make within the proposed Project area. All of the personal property improvements made by the Company and located within the District are planned to be owned by the Company. The Company will be responsible for maintenance expenses, insurance and taxes on all Project improvements.

Any company or developer of private parcels within the District will be responsible for securing needed permits and for completion of all improvements to those parcels and for maintenance expenses, insurance and taxes on their project improvements.

During the term of the District, the Town Manager or his/her designee will be responsible for all matters related to public ways and all administrative matters within the purview of the Town concerning implementation and operation of the District.

III. Financial Plan

A. Increased Assessed Values & Credit Enhancement Agreements

Estimates of the increased assessed value of the District property, TIF Revenues to be generated by the District, and credit enhancement projections are shown in Exhibit D-1. Values presented in Exhibit D-1 reflect only projected new value associated with the anticipated investment in the Project within the Company Tract. Timing and magnitude of potential investment in the Town Tract cannot be reliably projected so is not included.

The Development Program provides that the Town will “capture” one-hundred percent (100%) of the increased assessed value over the Original Assessed Value on taxable real property of the District beginning on July 1, 2018 after approval of this TIF District and Development Program by the Commissioner of DECD. The TIF Revenues so collected on the Company Tract of the District will fund tax reimbursements to the Company pursuant to a Credit Enhancement Agreement and/or contribute to the funding of the approved municipal projects as described on Table 1 hereof. At the end of the TIF term all taxable real property value captured in the District will be added to the general tax rolls.

A thirteen (13) year period for tax reimbursements to the Company based on the Incremental Assessed Value (“IAV”) of the Company Tract will begin in Fiscal Year (“FY”) 2020. Reimbursement to the Company shall be sixty-five percent (65%) of the taxes on the IAV in year one of the tax reimbursement period, except that the following conditions shall apply: If, in year one of the reimbursement period, sixty-five percent (65%) of the taxes on the Company Tract IAV is less than \$19,500, then, provided District TIF Revenues are available, the Company reimbursement shall be \$19,500, with the remaining portion coming from what would have been Town TIF Revenue. This condition shall continue into subsequent years until the Company has received \$19,500 in reimbursement. If this condition is exercised, the actual dollar value of the Town TIF Revenues used to supplement the Company reimbursement to reach the \$19,500 shall be deducted from the Company reimbursement in the next year those revenues are available. In years two through ten (FY 2021-FY 2029) of the tax reimbursement period, tax reimbursements to the Company shall be forty percent (40%) of the taxes on the IAV. In years eleven, twelve and thirteen (FY 2030, 2031 and 2032) of the tax reimbursement period, reimbursements to the Company shall be thirty-six percent (36%), thirty-two percent (32%), and twenty-eight percent (28%) respectively, of the taxes on the IAV.

Through the Omnibus feature of this TIF District, the Town reserves the right to negotiate and execute one or more future credit enhancement agreements for up to the balance of the term of the District with up to one hundred percent (100%) reimbursement of the TIF Revenues to a company or developer making investments within the Town Tract of the

TIF District. Approval of such future credit enhancement agreements is at the sole discretion of the Hampden Town Council.

Any TIF revenues not committed to a credit enhancement agreement will be retained by the Town to fund municipal TIF project costs as outlined in Table 1.

Upon each payment of property taxes by the property taxpayers in the District, the Town will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner provided in 30-A M.R.S.A. § 5227(3). The Development Program Fund consists of two segregated accounts, a sinking fund account ("Sinking Fund Account") and a project cost account (the "Project Cost Account"). The Town will deposit the TIF Revenues necessary to pay debt service on any bonds issued to pay for District improvements, if any, into the Sinking Fund Account. The money in this account is pledged to and charged with the payment of interest and principal on municipal indebtedness related to the improvements in the District. The Town will deposit any additional TIF Revenues into (a) a subaccount or subaccounts of the Project Cost Account to be used for credit enhancement payments to the Company and (b) to a subaccount of the Project Cost Account for other approved municipal projects outlined in this Development Program and not financed with Town indebtedness. Additional dedicated Development Program subaccounts will be created with each Omnibus credit enhancement agreement approved by the Town Council.

The Town has agreed to enter into a Credit Enhancement Agreement with the Company over a period of thirteen (13) years as reflected in Exhibit D-1. Estimates of the increased assessed values of the District, the anticipated TIF Revenues generated by the District, that portion of the TIF Revenues to be applied to the District each year, and the estimated tax shifts are shown in Exhibit D-2.

B. Sources of Revenues

The Company will finance the Project through private funds. The Company will be responsible for making all arrangements for, and payments with respect to, any additional indebtedness incurred to fund the Project.

Town Public Improvements that are not part of the Project will be financed with municipal resources including TIF revenues. The Town will be responsible for making all arrangements for, and payments with respect to, any additional indebtedness incurred to fund the Public Improvements.

C. Public Indebtedness

The Town does not anticipate funding municipal project costs through public indebtedness. The Town, however, reserves the right to incur bonded indebtedness for approved projects in the future, provided that the timing and funding of any bonded projects complies with all statutory requirements for paying bonded indebtedness with TIF Revenues.

D. Original Assessed Value

Certification by the Town's Tax Assessor of the Original Assessed Value of the District is set forth in Exhibit C.

IV. Statutory Requirements and Thresholds

The Statutory Requirements and Threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. § 5223(3) are set forth in Exhibit B.

V. TIF Projections and Tax Shifts

In accordance with 30-A M.R.S.A. § 5224(4), the tables set forth in Exhibit D-1 and Exhibit D-2 show, based on planned investment within the Company Tract, for each year of the term of the District: (1) estimates of the increased assessed values of the District; (2) the portion of increased assessed values to be applied to the Development Program as captured assessed values; (3) the resulting tax increments (i.e., the TIF Revenues); and (4) the estimated tax shifts that are expected to result from the designation of the District. There is no reliable way to project investment value or timing of full development of the District.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit E is a copy of the Notice of Public Hearing regarding the establishment of the Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District and adoption of this Development Program for the District, published in the Bangor Daily News, a newspaper of general circulation in the Town, on February 23, 2018 a date at least ten (10) days prior to the public hearing.

B. Minutes of Public Hearing Held by Town Council

Attached as Exhibit F is a certified copy of the minutes of the public hearing held on _____, 2018 at which time the proposed District and Development Program were discussed by the public.

C. Authorizing Votes

Attached as Exhibit G is a copy of the Hampden Town Council Resolution designating the District and adopting this Development Program, which Resolution was adopted by the Council at a meeting of the Council duly called and held on , 2018.

EXHIBIT A-1
TIF DISTRICT MAP SHOWING DISTRICT IN RELATION TO MUNICIPALITY BOUNDARIES



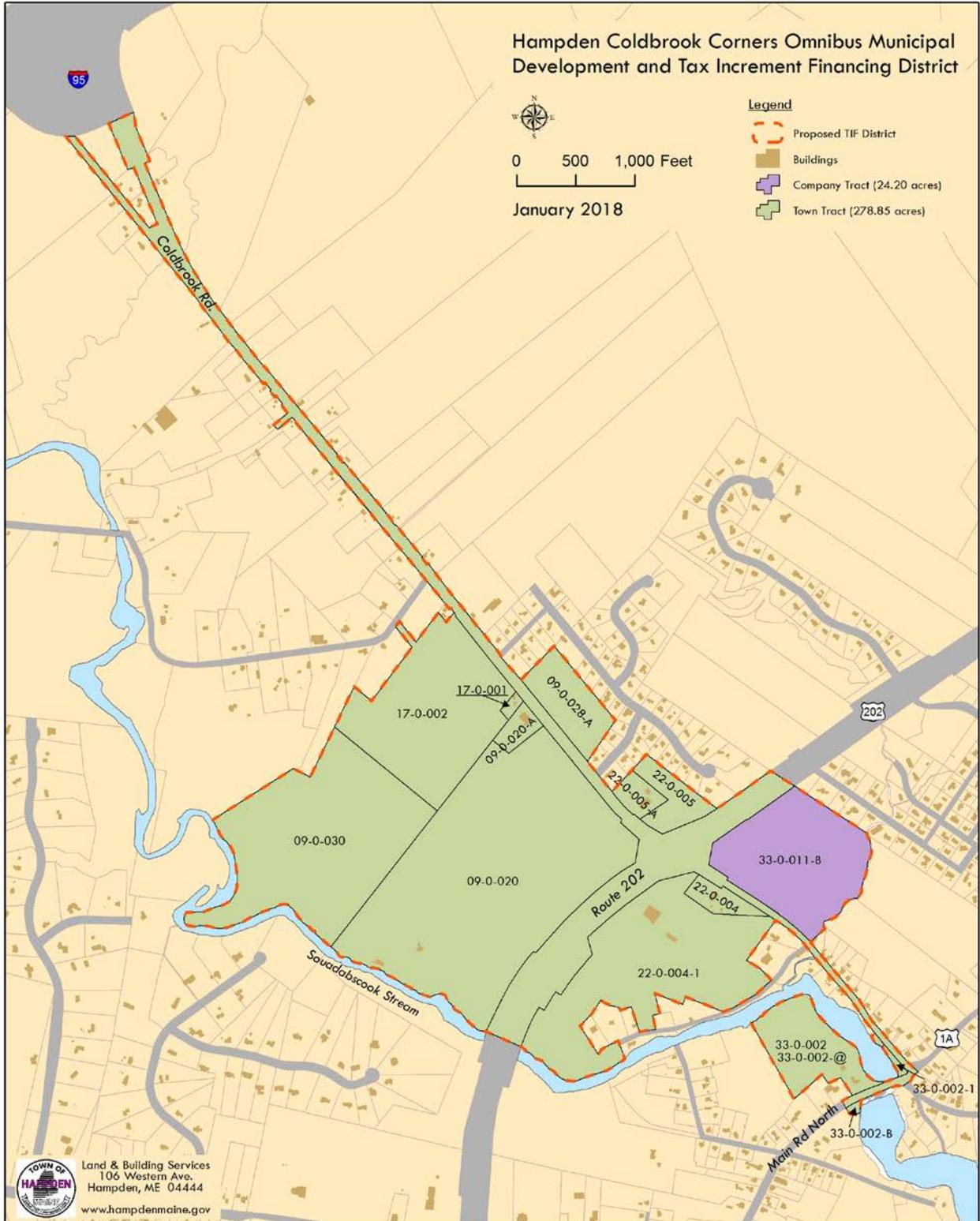


EXHIBIT B
STATUTORY REQUIREMENTS & THRESHOLDS

A. ACRE LIMITATION		
1. Total Acreage of Municipality		24,000
2. Total Acreage of Proposed Municipal TIF District		303.05
3. Total Downtown acres contained in the Proposed Municipal TIF District		-0-
4. Total Transit acres contained in the Proposed Municipal TIF District		-0-
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4)		303.05
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1		01.26. %
7. Total acreage of all existing and proposed municipal TIF districts in the municipality. Add A2 to sum of all existing TIF district acreage. (See Stat Req Backup, next page)		672.42
8. Total acreage of an existing or Proposed Downtown TIF District in the municipality.		0
9. Total acreage of all <u>existing</u> Pine Tree Development Zone TIF Districts in the municipality.		0
10. Total acreage of all existing or Proposed Transit TIF Districts in the municipality.		0
11. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9+A10 from A7.		672.42
12. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A11 by A1.		02.80%
13. Total Acreage of all real property in the Proposed Municipal TIF District that is:		
(Note: a, b, or c must be at least 25%)	Acres	%
a. Blighted (Divide acres by	-	-
b. In need of rehabilitation/conservation (Divide acres by	-	-
c. Suitable for industrial/commercial site (Divide acres by	254	83.88%
TOTAL	254	83.88%
B. VALUATION LIMITATION		
1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1st</i>		653,375,903
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. <i>Use March 31st of tax year preceding date of municipal designation</i>		2,675,200
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. <i>Add b2 to sum of all existing TIF district OAVs (See Stat Req Backup, next page)</i>		12,680,700
4. OAV of an existing or proposed Downtown TIF District in the municipality.		0
5. OAV of all <u>existing</u> Pine Tree Development Zone TIF Districts in the municipality.		0
6. OAV of all existing or Proposed Transit TIF Districts in the municipality.		0
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract B4+B5+B6 from B3		12,680,700
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%). Divide B7 by B1		1.94%

Statutory Requirements Backup Data

Hampden Business Park

District	Year Established	Acreage	OAV	Expiration FY
HEC	2008	1.64	87,400	2017-18
Dennis Paper	2012	13.00	1,378,300	2027-28
Coldbrook Rd/Emera	2015	224.39	1,582,200	2038-39
Hampden Business Park	2017	130.34	6,957,600	2046-47
TOTAL:		369.37	10,005,500	

Coldbrook Corners

District	Year Established	Acreage	OAV	Expiration FY
HEC	2008	1.64	87,400	2017-18
Dennis Paper	2012	13.00	1,378,300	2027-28
Coldbrook Rd/Emera	2015	224.39	1,582,200	2038-39
Hampden Business Park	2017	130.34	6,957,600	2046-47
Coldbrook Corners	2018	303.05	2,675,200	2047-48
TOTAL:		672.42	12,680,700	

ASSESSOR'S CERTIFICATE OF ORIGINAL ASSESSED VALUE

TOWN OF HAMPDEN

COLDBROOK CORNERS OMNIBUS MUNICIPAL DEVELOPMENT & TAX INCREMENT FINANCING
DISTRICT**ASSESSOR'S CERTIFICATE**

The undersigned Tax Assessor for the Town of Hampden, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. §5254 that the taxable assessed value of taxable real property in the Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District, as delineated on a map included in the Development Program to which this Certificate is included, was \$ 2,675,200 as of March 31, 2017, (April 1, 2016).

As of the Original Assessed Value date, there was \$-0- personal property which was exempt from taxation pursuant to the business equipment tax exemption within the Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District.

IN WITNESS WHEREOF, This Certificate has been executed as of this XXth day of Month, 2018.

TOWN ASSESSOR

By: _____

Original Assessed Value for Individual Tax Map Lots

Tax Map and Lot Number	Acreage	Original Assessed Value as of March 31, 2017 (April 1, 2016)
Town Tract	-	-
09-0-020	76	330,700
09-0-020-A	2	566,300
09-0-028-A	8.2	73,400
09-0-030	45	41,600
17-0-001	.5	113,800
17-0-002	32	49,900
22-0-004	2.7	330,900
22-0-004-1	43	878,200
22-0-005	4.7	48,500
22-0-005-A	2.5	185,600

33-0-002	11.75	-0-
33-0-002-1	1.2	-0-
33-0-002-B	1.1	-0-
33-0-002-@	-0-	-0-
Rights of Way/Roads	48.2	-0-
Total Town Tract	278.85	\$2,618,900
Company Tract		
33-0-011-B	24.2	56,300
Total Company Tract	24.2	56,300
Total:	303.05	\$2,675,200

INCREASED ASSESSED VALUE AND TIF REVENUE PROJECTIONS

TOWN OF HAMPDEN
COLDBROOK CORNERS OMNIBUS TIF DISTRICT

Fiscal Year 7/1-6/31	Cumulative Increased Assessed Value	Percent Value Captured	Projected Captured Assessed Value	Mil Rate	Gross New Taxes	Taxes on Captured Assessed Value	TIF Revenues to Company %	TIF Revenues to Town %
1 2018-2019	\$ -	100%	\$ -	18.40	\$ -	\$ -	0.0%	0.0%
2 2019-2020	\$ 951,050	100%	\$ 951,050	18.40	\$ 17,499	\$ 17,499	65.0%	0.0%
3 2020-2021	\$ 2,103,050	100%	\$ 2,103,050	18.40	\$ 38,696	\$ 38,696	40.0%	60.0%
4 2021-2022	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
5 2022-2023	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
6 2023-2024	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
7 2024-2025	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
8 2025-2026	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
9 2026-2027	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
10 2027-2028	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
11 2028-2029	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%
12 2029-2030	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	36.0%	64.0%
13 2030-2031	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	32.0%	68.0%
14 2031-2032	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	28.0%	72.0%
15 2032-2033	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
16 2033-2034	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
17 2034-2035	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
18 2035-2036	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
19 2036-2037	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
20 2037-2038	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
21 2038-2039	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
22 2039-2040	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
23 2040-2041	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
24 2041-2042	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
25 2042-2043	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
26 2043-2044	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
27 2044-2045	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
28 2045-2046	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
29 2046-2047	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
30 2047-2048	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%
31 2048-2049								
32 2049-2050								
33 2050-2051								
Cumulative Avg. Annual	\$ 2,309,638		\$ 2,309,638		\$ 1,274,894	\$ 1,274,894	\$ 214,623	\$ 1,060,271
					\$ 42,496	\$ 42,496	\$ 7,154	\$ 35,342

Years 31 through 33 shown for tax shift purposes only.

EXHIBIT D-2
TAX SHIFT PROJECTIONS

		State/County Projected Tax Shift			
		EPS Education Shift	Revenue Sharing Shift	County Tax Shift	Total Tax Shift
1	2018-2019	\$ -	\$ -	\$ -	\$ -
2	2019-2020	\$ -	\$ -	\$ -	\$ -
3	2020-2021	\$ 2,596	\$ -	\$ -	\$ 2,596
4	2021-2022	\$ 8,338	\$ 803	\$ 1,288	\$ 10,429
5	2022-2023	\$ 15,035	\$ 1,773	\$ 2,928	\$ 19,736
6	2023-2024	\$ 19,136	\$ 2,067	\$ 3,511	\$ 24,714
7	2024-2025	\$ 20,091	\$ 2,067	\$ 3,610	\$ 25,768
8	2025-2026	\$ 20,091	\$ 2,067	\$ 3,711	\$ 25,869
9	2026-2027	\$ 20,091	\$ 2,067	\$ 3,815	\$ 25,974
10	2027-2028	\$ 20,091	\$ 2,067	\$ 3,922	\$ 26,081
11	2028-2029	\$ 20,091	\$ 2,067	\$ 4,032	\$ 26,191
12	2029-2030	\$ 20,091	\$ 2,067	\$ 4,146	\$ 26,304
13	2030-2031	\$ 20,091	\$ 2,067	\$ 4,262	\$ 26,421
14	2031-2032	\$ 20,091	\$ 2,067	\$ 4,382	\$ 26,540
15	2032-2033	\$ 20,091	\$ 2,067	\$ 4,505	\$ 26,664
16	2033-2034	\$ 20,091	\$ 2,067	\$ 4,632	\$ 26,790
17	2034-2035	\$ 20,091	\$ 2,067	\$ 4,762	\$ 26,920
18	2035-2036	\$ 20,091	\$ 2,067	\$ 4,895	\$ 27,054
19	2036-2037	\$ 20,091	\$ 2,067	\$ 5,033	\$ 27,191
20	2037-2038	\$ 20,091	\$ 2,067	\$ 5,174	\$ 27,333
21	2038-2039	\$ 20,091	\$ 2,067	\$ 5,320	\$ 27,478
22	2039-2040	\$ 20,091	\$ 2,067	\$ 5,469	\$ 27,627
23	2040-2041	\$ 20,091	\$ 2,067	\$ 5,623	\$ 27,781
24	2041-2042	\$ 20,091	\$ 2,067	\$ 5,781	\$ 27,939
25	2042-2043	\$ 20,091	\$ 2,067	\$ 5,943	\$ 28,101
26	2043-2044	\$ 20,091	\$ 2,067	\$ 6,110	\$ 28,268
27	2044-2045	\$ 20,091	\$ 2,067	\$ 6,281	\$ 28,440
28	2045-2046	\$ 20,091	\$ 2,067	\$ 6,458	\$ 28,616
29	2046-2047	\$ 20,091	\$ 2,067	\$ 6,639	\$ 28,798
30	2047-2048	\$ 20,091	\$ 2,067	\$ 6,826	\$ 28,984
31	2048-2049	\$ 20,091	\$ 2,067	\$ 7,017	\$ 29,176
32	2049-2050	\$ 20,091	\$ 2,067	\$ 7,215	\$ 29,373
33	2050-2051	\$ 20,091			\$ 20,091
Cumulative		\$ 567,478	\$ 58,392	\$ 143,288	\$ 769,158
Avg. Annual		\$ 18,306	\$ 1,946	\$ 4,776	\$ 25,639

Years 31 through 33 shown for tax shift purposes only.

EXHIBIT E
NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING
TOWN OF HAMPDEN MAINE
Regarding**

**A Municipal Tax Increment Financing Development Program for the District Known as the
“Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District”**

Notice is hereby given that the Hampden Town Council will hold a public hearing on

**March 5, 2018
at the
Council Chambers, Hampden, Maine,
The Public Hearing will be at 7:00 p.m.**

The purpose of the public hearing is to receive public comments on the designation of the proposed Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District (the “District”), the Development Program and Financial Plan for said District, and a proposed credit enhancement agreement with the Company, Southstreet Development Company LLC, all pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The proposed Municipal Development and Tax Increment Financing District consists of approximately 303 acres of property located at the intersection of Route 202 and Coldbrook Road known as the Coldbrook Corners, portions of Route 202, and Coldbrook Road from Route 1A to I-95.

A copy of the proposed development program for the District will be on file at the Town Office 10 days prior to the Public Hearing.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. Verbal and written comments received prior to the close of the public hearing will be included in the public hearing record.

Legal Notices

NOTICE OF PUBLIC HEARING TOWN OF HAMPDEN MAINE

Regarding A Municipal Tax Increment Financing Development Program for the District Known as the "Hampden Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District"

Notice is hereby given that the Hampden Town Council will hold a public hearing on March 5, 2018 at the Council Chambers, Hampden, Maine, The Public Hearing will be at 7:00 p.m.

The purpose of the public hearing is to receive public comments on the designation of the proposed Hampden Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District (the "District"), the Development Program and Financial Plan for said District, and a proposed credit enhancement agreement with the Developer, Southstreet Development, LLC, all pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The proposed Municipal Development and Tax Increment Financing District consists of approximately 303 acres of property located around the intersection of Coldbrook Road and Route 202. Parcels included are: 09-0-020, 09-0-020-A, 09-0-028-A, 09-0-030, 17-0-001, 17-0-002, 22-0-004, 22-0-004-1, 22-0-005, 22-0-005-A, 33-0-002, 33-0-002-@, 33-0-002-1, 33-0-002-B.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. Verbal and written comments received prior to the close of the public hearing will be included in the public hearing record.

Published on: February 23, 2018.

EXHIBIT F
MINUTES OF PUBLIC HEARING AND TOWN COUNCIL MEETING

EXHIBIT G
TOWN COUNCIL RESOLUTION

HAMPDEN TOWN COUNCIL
ORDER # _____

WHEREAS, the Town of Hampden, Maine (the "Town") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes as amended (the "Act"), to designate a specified area within the Town as the Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District (the "District") and to adopt a development program (the "Development Program") for the District pursuant to the Act; and

WHEREAS, there is a need for economic development in the Town, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base of the Town; and

WHEREAS, designation of the District and adoption of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the District; and

WHEREAS, there is a need to implement continued economic development initiatives in the planned District through the establishment of the District in accordance with the provisions of Act; and

WHEREAS, the Town desires to designate the District and adopt the Development Program; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the "Department"), approving the designation of the District and adoption of the Development Program.

ORDERED AS FOLLOWS:

Section 1. The Town Council of the Town of Hampden Maine, as the legislative body of said Town pursuant to Article II, section 205 of the Hampden Town Charter, hereby designates the Coldbrook Corners Omnibus Municipal Development and Tax Increment Financing District and hereby adopts the Development Program for said District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

Section 2. The Town Council hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and

b. The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the proposed District) does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of all existing and proposed tax increment financing districts (including the proposed District) does not exceed five percent (5%) of the total value of equalized taxable property within the Town as of April 1, 2017 (March 31, 2016); and

d. The designation of the District and adoption of the related Development Program will make a contribution to the economic growth and well being of the Town and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The Town has considered all evidence, if any, presented to them with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program.

Section 3. The Town Manager, or his duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 4. The Town Manager, or his appointed representative, is hereby authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program with Southstreet Development Company LLC, in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the said Town Manager or his duly-appointed representative, may approve, his approval to be conclusively evidenced by his execution thereof.

Section 5. The foregoing designation of the District and approval of the Development Program shall automatically become final upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Department, without requirement of further action by the Town, the Town or any other party, and shall take effect in accordance with Title 30-A M.R.S. section 5224(2)(H) for the tax year subsequent to submission for the Department's approval, beginning July 1, 2018.

Section 6. The Town Manager or his duly appointed representative is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Development Program as the Town Manager, or his duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and/or the Development Program by the Department, or for any other reason, so long as such

revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Dated: _____, 2018.

TOWN OF HAMPDEN, MAINE

(By) _____
Ivan P. McPike, Mayor

Terry McAvoy, Deputy Mayor

Mark S. Cormier, Councilor

Dennis R. Marble, Councilor

David I. Ryder, Councilor

Gregory J. Sirois, Councilor

Stephen L. Wilde, Councilor

**CREDIT ENHANCEMENT AGREEMENT
BETWEEN
TOWN OF HAMPDEN, MAINE
AND
SOUTHSTREET DEVELOPMENT, LLC**

THIS CREDIT ENHANCEMENT AGREEMENT, dated this _____ day of _____, 2018, is made by and between the **TOWN OF HAMPDEN**, a municipal corporation organized and existing under the laws of the State of Maine (hereinafter the “Town”), **SOUTHSTREET DEVELOPMENT, LLC**, a for profit Limited Liability Company organized and existing under the laws of the State of Maine (hereinafter “Southstreet Development”).

WITNESSETH

WHEREAS, the Town has designated certain properties within the Town as the Coldbrook Corners Omnibus Municipal Development District and Tax Increment Financing District (the “District”) in accordance with Chapter 206 of Title 30-A, Maine Revised Statutes, as amended, by vote of the Hampden Town Council (the “Vote”) on _____, 2018;

WHEREAS, a certain property owned by Southstreet Development is located in the District;

WHEREAS, on the same date, the Council adopted a development program and financial plan (the “Development Program”) for the District; and

WHEREAS, on the same date, the Council approved the execution and delivery of a credit enhancement agreement with Southstreet Development; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the designation of the District and adoption of the Development Program; and

WHEREAS, the Town and Southstreet Development desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For the purposes of this Credit Enhancement Agreement, the following terms shall have the meanings specified in herein unless the context clearing requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town and Southstreet Development.

"Assessment Date" means April 1st of each calendar year, the date fixed by Maine law for valuation and municipal tax liability with respect to the ensuing Tax Year.

"Development Program" means the development program for the District adopted by the Hampden Town Council on _____, 2018.

"Captured Assessed Value" means that portion of the Increased Assessed Value that is annually retained within the District for the purpose of funding the District Development Program, as provided in the approved Development Program for the District. Provided, however, that "Captured Assessed Value" for the purpose of funding the District's Development Program shall not include the taxable value of any new personal property or equipment to be located within the District. As provided in the Financial Plan of the Development Program, the Captured Assessed Value shall be equal to one hundred percent (100%) of the Increased Assessed Value for each of the thirty (30) Tax Years beginning July 1, 2018 and ending June 30, 2048.

"Current Assessed Value" means the taxable value of all real estate located within the District (excluding personal property and equipment) as of the annual Assessment Date.

"Development Program" means the development program for the District adopted by the Hampden Town Council on _____, 2018.

"Development Program Fund" means the development program fund described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

"District" means the Coldbrook Corners Omnibus Municipal Development District and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, adopted by the Hampden Town Council on _____, 2018. The District consists of the property described in **Exhibit A** attached hereto.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Fiscal Year" (sometimes abbreviated "FY") means July 1 to June 30 each year or such other fiscal year as the Town may establish from time to time.

“Increased Assessed Value” means the amount, in any Tax Year, by which the Current Assessed Value in the District exceeds the Original Assessed Value. If the Current Assessed Value within the District does not exceed the Original Assessed Value in any Tax Year, there is no Increased Assessed Value for that Tax Year.

"Original Assessed Value" means \$2,675,200.00, the assessed value of taxable real property located within the District, as of March 31, 2017 (= April 1, 2016).

"Project" means the design, planning, development, acquisition, construction and installation of capital improvements at Southstreet Development’s facilities located now and hereafter within the District and as described as the Project in the Development Program Narrative.

"Project Cost Account" means the Project Cost Account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article IV hereof.

"Property Taxes" means any and all ad valorem property taxes in excess of any county, state or special district taxes, levied, charged or assessed against real estate located in the District by the Town or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Retained Tax Increment Revenues" means, in each Tax Year this Agreement remains in effect, the amount of Property Taxes assessed and collected with respect to the Captured Assessed Value in the District pursuant to the terms of the Development Program, for the purpose of funding the Development Program.

“Retained Tax Increment Revenues – Company Share” means, in each Tax Year this Agreement remains in effect, the percentages of Retained Tax Increment Revenues on property designated by the Town as Map/Lot 33-0-011-B (the “Company Tract”), to be returned to the Southstreet Development in accordance with this Credit Enhancement Agreement, for the purpose of defraying the Developer’s costs of developing and building the Project, which may include Company financing costs.

As provided in section III.A of the Development Program, “Retained Tax Increment Revenues – Company Share” shall be as set forth in the following table, except that that the following conditions shall apply: If, in year one of the reimbursement period, sixty-five percent (65%) of the Retained Tax Increment Revenues on the Company Tract is less than \$19,500, then, provided District Retained Tax Increment Revenues are available, the Company reimbursement shall be \$19,500, with the remaining portion coming from what would have been Town Retained Tax Increment Revenue. This condition shall continue into subsequent years until the Company has received \$19,500 in reimbursement. If this condition is exercised, the actual dollar value of the Town Retained Tax Increment Revenues

used to supplement the Company reimbursement to reach the \$19,500 shall be deducted from the Company reimbursement in the next year those revenues are available.

District Year	Company Reimbursement Period		
Year 1	N/A	N/A	N/A
Year 2	Year 1	FY 2020	65%
Years 3 through 11	Years 2 through 10	FY 2021 through 2029	40%
Year 12	Year 11	FY 2030	36%
Year 13	Year 12	FY 2031	32%
Year 14	Year 13	FY 2032	28%
Years 15 through 30	N/A	FY 2033 through 2048	N/A

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the Town against Real Estate located in the District are due and payable or are actually paid.

"Tax Year" means the Town's annual July 1st through June 30th fiscal year.

Section 1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(f) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1 Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Coldbrook Corners Omnibus Tax Increment Financing District Development Program Fund" (the "Development Program Fund") pursuant to, and in accordance with, the terms and conditions of the Development Program. The Development Program Fund shall consist of a single Project Cost Account, which shall include a Developer Project Cost Sub-account and a Town Project Cost Sub-account.

Section 2.2 Deposits into Development Program Fund. The Town shall deposit into the Developer Project Cost Sub-account of the Development Program Fund within ten (10) days after each payment of Property Taxes with respect to Real Estate located in the District, an amount equal to that portion thereof constituting Retained Tax Increment Revenues - Company Share for the period to which the payment relates. The Town shall allocate the amounts so deposited to fund fully and pay the payments due to Southstreet Development under Article III of this Credit Enhancement Agreement, both past due, if any, and coming due within the following 12 months. After payment by the Town of the amount(s) due to Southstreet Development for each fiscal year, any revenue resulting from the investment of monies in the Developer Project Cost Sub-account that remains in the Sub-account at the end of the applicable fiscal year shall be transferred by the Town to the Town Project Cost Sub-account.

Section 2.3 Use of Monies in Developer Project Cost Sub-account. Monies deposited in the Developer Project Cost Sub-account shall be used and applied exclusively to fund the Town's payment obligations described in Article III hereof.

Section 2.4 Monies Held in Trust. All monies required to be deposited with or paid into the Developer Project Cost Sub-account of Development Program Fund to fund payments to Southstreet Development under the provisions hereof and the provisions of the Development Program, but excluding any investment earnings thereon, shall be held by the Town in trust, for the benefit of the Southstreet Development.

Section 2.5 Investments. The monies in the Developer Project Cost Sub-account not immediately paid to Southstreet Development shall be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer Project Cost Sub-account.

Section 2.6 Liens. The Town shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Sub-account of the

Development Program Fund or any funds therein, other than the interest granted to Southstreet Development hereunder in and to the amounts on deposit.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1 Credit Enhancement Payments. The Town agrees to pay to Southstreet Development within thirty (30) days following each Tax Payment Date all amounts then on deposit in the Developer Project Cost Sub-account, excluding earnings thereon; provided however, that all payments made hereunder shall be used only to pay Company Project Costs directly or to reimburse Southstreet Development for payment of Project Costs (including payment or reimbursement of debt service on indebtedness incurred to finance such Project Costs).

Such reimbursement payments shall be made by the Town in each Tax Year beginning with the Tax Year starting July 1, 2019 and ending with at the conclusion of the Tax Year ending June 30, 2032. The Town shall make all such payments with respect to the District to Southstreet Development, its successors and assigns. The obligation of the Town to make such payments shall be a limited obligation payable solely out of monies actually on deposit in the Developer Project Cost Sub-account of the Development Program Fund and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

Section 3.2 Failure to Make Payment. In the event the Town should fail to or be unable to make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year as a limited obligation of the Town under the terms and conditions hereinafter set forth until the unpaid amount shall have been fully paid. In the event of such default by the Town, Southstreet Development shall also have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit all Retained Tax Increment Revenues – Company Share to the Developer project Cost Sub-account of the Development Program Fund and to make payments to Southstreet Development.

Section 3.3 Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to Southstreet Development in the manner provided hereinabove for its own use and benefit.

Section 3.3A Company Payment Obligations. Southstreet Development agrees that during the term of this Agreement it shall pay, when due, all amounts lawfully assessed by the Town as Property Taxes against Real Estate located in the District.

In the event that Southstreet Development shall fail, for any reason, to pay the full amount of any such lawful Property Tax assessment when due, amounts actually paid by Southstreet Development shall be applied as follows:

First, to payment of Property Taxes assessed against that portion of Real Estate located in the District constituting the Original Assessed Value of the District;

Second, to payment the Town's portion of Retained Tax Increment Revenues on Real Estate located in the District; and

Third, to payment of Retained Tax Increment Revenues – Company Share.

Section 3.3B Property Tax Valuation Appeals. Nothing in this Agreement shall be deemed to waive Southstreet Development's right to appeal the Town's valuation or assessment of its Real Estate or other Property located in the District for tax purposes, in the same manner as provided by law for assessment and valuation appeals. Provided however, that in the event of a successful valuation appeal with respect to Real Estate located in the District, all amounts due to Southstreet Development under this Agreement as property tax reimbursements shall be based upon the final valuation and tax amount actually paid for the Tax Year concerned, as determined through the appeals process.

Section 3.4 Obligations Unconditional. Except as directly provided herein, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against Southstreet Development. Except as otherwise expressly provided herein, the Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Development Program.

Section 3.5 Limited Obligation. The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the Developer Project Cost Sub-account of the Development Program Fund, pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from Retained Tax Increment Revenues – Company Share payable to Southstreet Development hereunder, whether or not actually deposited into the Developer Project Cost Sub-account of the Development Program Fund. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Project and the pledge of the Retained Tax Increment Revenues, and earnings thereon, established under this Agreement.

Section 3.7 Indemnity. Southstreet Development agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees harmless from and against any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim or illegality or invalidity of the Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation of this Agreement or the Development. Provided, however, that these indemnification provisions shall apply only to matters directly related to the Tax Increment Financing portion of the Development Program and this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of Developer Project Cost Sub-account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Southstreet Development by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to Southstreet Development the Developer Project Cost Sub-account of the Development Program Fund to the extent of Southstreet Development's rights under this Agreement to receive funds from such Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2 Perfection of Interest. The Town shall cooperate with Southstreet Development in causing appropriate financing statements and continuation statements naming Southstreet Development as pledge of all amounts from time to time on deposit in the Developer Project Cost Sub-account of the Development Program Fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

Section 4.3 Further Instruments. The Town shall, upon the reasonable request of Southstreet Development, at Southstreet Development's sole expense, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall impose any obligation or expense on the Town additional to the obligations and expenses contained elsewhere herein or constitute a pledge of the credit of the Town.

Section 4.4 No Disposition of Developer Project Cost Sub-account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Sub-account of the

Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5 Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund shall at all reasonable times be open to inspection by Southstreet Development, its agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

- (a) any failure by the Town to pay any amounts due to Southstreet Development when the same shall become due and payable;
- (b) any failure by the Town to make deposits into the Development Program Fund and/or the Project Cost Account as and when due;
- (c) any failure by the Town or Southstreet Development to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Southstreet Development to be observed or performed, provided, however, that failure of Southstreet Development to pay Property Taxes when due shall not constitute an event of default hereunder; or
- (d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in banking dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps:

- (a) The non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to

specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and

- (b) Southstreet Development shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3 Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or Southstreet Development herein contained, the defaulting party shall, on demand thereof, pay to the non-defaulting party the reasonable costs and expenses so incurred by the non-defaulting party.

Section 5.5 Waiver of Sovereign Immunity. The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken by Southstreet Development, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to Southstreet Development entering into this Agreement and continuing its pursuit of the Project.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the payment of all amounts due to Southstreet Development hereunder and the performance of all obligations on the part of the Town and Southstreet Development hereunder.

Section 6.2 Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to Southstreet Development hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the Town and Southstreet Development shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF COMPANY INTEREST

Section 7.1 Consent to Collateral Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of Southstreet Development to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on Southstreet Development to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of any or all of Southstreet Development's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Southstreet Development hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. For this purpose, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledge or assignee, including without limitation, recognition of the pledge or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledge and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interests herein.

Section 7.2. Other Assignments.

a. Except to the extent provided in section 7.1, Southstreet Development shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, without the consent of the Town, which consent may be withheld at the sole discretion of the Town.

b. Prior to giving consent to any proposed assignment, the Town must receive documentation in form and substance satisfactory to it, that the proposed assignee accepts and agrees to be bound by the terms and conditions of this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2 Parties in Interest. Except as otherwise expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the Town and Southstreet Development any right, remedy or claim; it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and Southstreet Development and their respective successors and assigns.

Section 8.3 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the Town. No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices. All notices, certificates, requests, requisitions or other communications by the Town or Southstreet Development pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

If to Southstreet Development:

Claustin "Chuck" Lawrence, Managing Member
Southstreet Development, LLC
59 Kidder Hill Road
Holden, Maine 04429

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.9 Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10 Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledge from time to time of Southstreet Development's right, title and interest herein.

Section 8.11 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and Southstreet Development hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Southstreet Development 's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.12. Development Agreement. The Development Program and Financial Plan for the District as approved by the Town shall be deemed to be part of and incorporated in this Agreement. Provided however, that in the event of any conflict between this Agreement and the Development Program or Financial Plan, this Agreement shall control, to the extent permitted by law, over any such inconsistent provisions of the Development Program or Financial Plan.

Section 8.13 Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, written or oral, between the Town and Southstreet Development relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

ARTICLE IX RECAPTURE

Notwithstanding any other provision of this Agreement, in the event that:

(i) Southstreet Development, during the term of this Agreement, conveys, assigns, subleases, transfers or otherwise disposes of the Project, other than to a direct corporate successor of Southstreet Development;

(ii) Southstreet Development makes any sale, transfer, conveyance or assignment of this Agreement or its rights hereunder that is not permitted under Article VII hereof; or

(iii) Following issuance of a Certificate of Occupancy, Southstreet Development, for a period of 180 consecutive days during the term of this Agreement, ceases to operate a retail food (small grocery) and gasoline sales establishment and other retail establishment within the District;

then and in such events only, Southstreet Development agrees to repay to the Town all amounts paid to Southstreet Development by the Town pursuant to this Agreement, together with interest on the amounts so paid at 4% per annum computed from the date of each payment by the Town to Southstreet Development, computed as of the date of such conveyance, disposition or relocation.

IN WITNESS WHEREOF, the Town and Southstreet Development have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

TOWN OF HAMPDEN

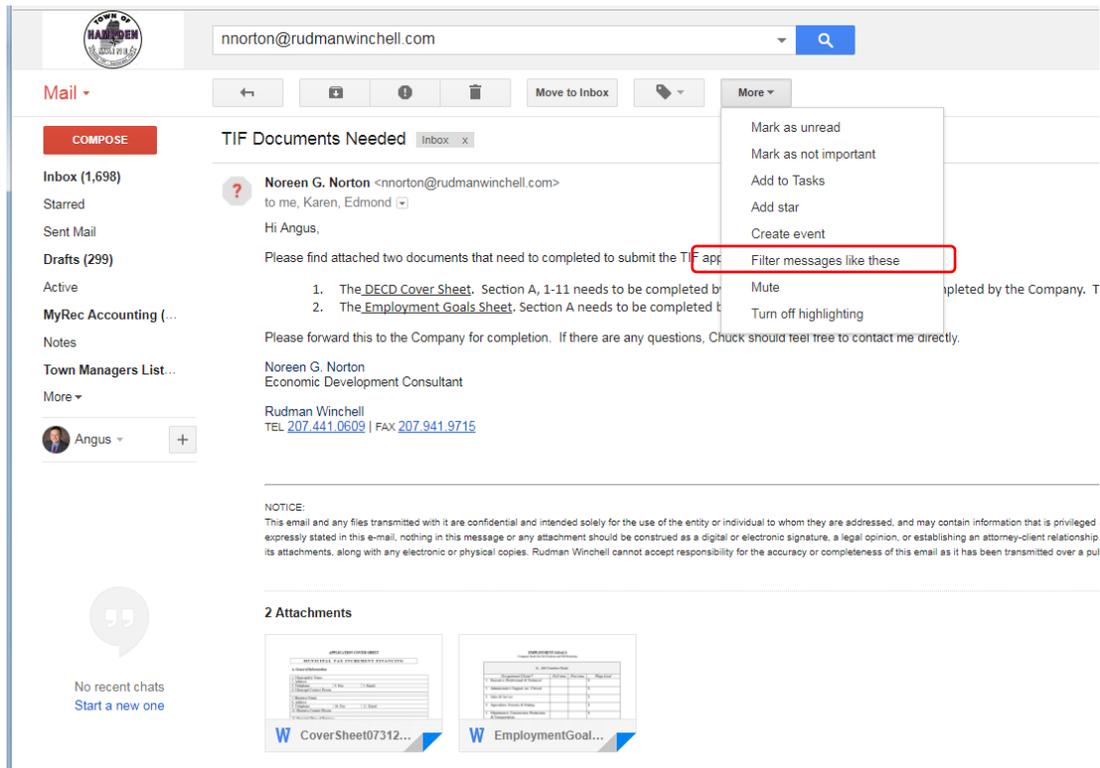
By: Angus Jennings
Its: Town Manager

SOUTHSTREET DEVELOPMENT, LLC

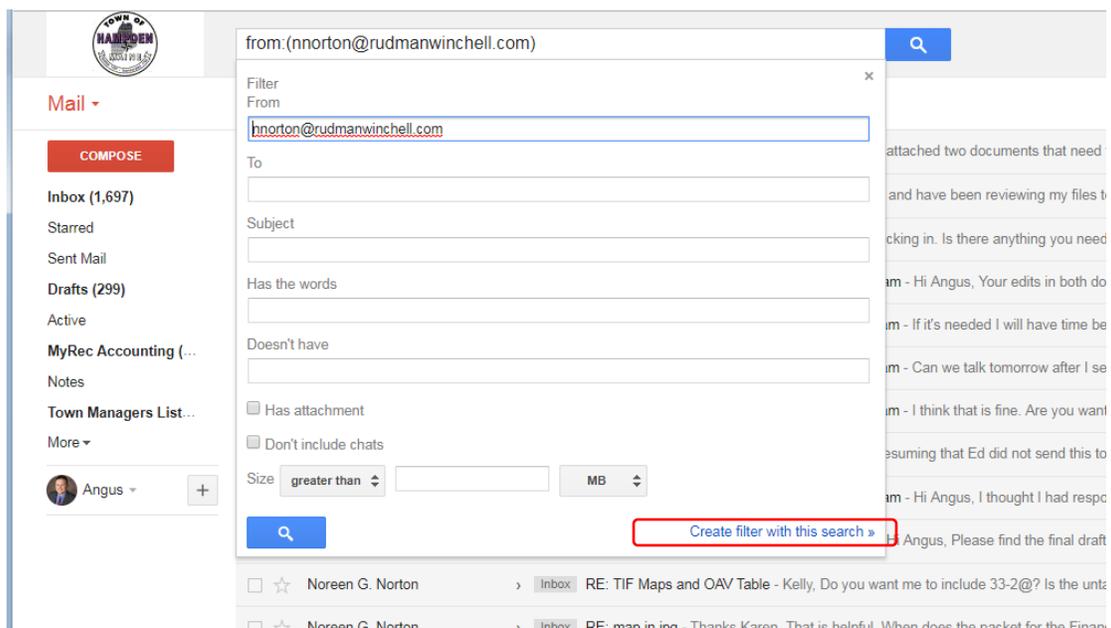
By: Claustin "Chuck" Lawrence
Its: Managing Member

Instructions to filter emails in Gmail account

1. Click on an email from the sender you'd like to filter.
2. Above the email, click the drop-down button marked "More"
3. From the drop-down menu, click "filter messages like these"



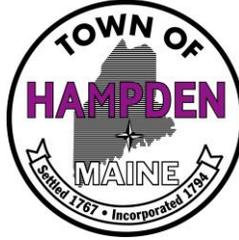
4. In lower right, click "Create filter with this search"



4. Choose the option you prefer:

The screenshot shows an email client interface with a sidebar on the left and a main content area on the right. The sidebar includes a logo for 'TOWN OF HAUBOEN' and a 'Mail' section with a 'COMPOSE' button. Below this are folders: 'Inbox (1,698)', 'Starred', 'Sent Mail', 'Drafts (299)', 'Active', 'MyRec Accounting (...)', 'Notes', 'Town Managers List...', and 'More'. A user profile for 'Angus' is visible at the bottom of the sidebar. The main content area displays a filter configuration window for messages from 'nnorton@rudmanwinchell.com'. The window has a title bar with a search icon and a 'back to search options' link. The filter rules are listed under the heading 'When a message arrives that matches this search:'. The rules are: 'Skip the Inbox (Archive it)', 'Mark as read', 'Star it', 'Apply the label: Choose label...', 'Forward it add forwarding address', 'Delete it', 'Never send it to Spam', 'Always mark it as important', 'Never mark it as important', and 'Categorize as: Choose category...'. At the bottom of the window, there is a 'Create filter' button, a checkbox for 'Also apply filter to matching messages.', and a 'Learn more' link. The background shows a list of email messages with partial text visible.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Infrastructure Committee
FROM: Angus Jennings, Town Manager
DATE: February 23, 2018
RE: Recommended FY18 Sewer Budget Amendments

As you know, the approved FY18 Sewer Budget (attached) authorized expenses that were \$73,512 less than projected FY18 revenues.

	<u>Budgeted</u>
Sewer expenses:	\$1,059,611
Sewer revenues:	\$1,133,122

At its June 26, 2017 meeting, shortly after adoption of the Budget, the Committee discussed these funds as potentially being made available toward the Grist Mill Bridge costs. Since that time, new sewer financial expenses have become clear.

In order to authorize FY18 expenditures greater than the approved expense budget, I recommend that the Infrastructure Committee refer to the Finance Committee a recommendation for Council approval of a FY18 Budget Amendment to:

Increase budgeted expenses by \$73,500 to authorize expenditure of revenues projected in FY18 but not included in expense budget, for the purpose of supporting engineering services for sewer capital projects, support for creating a sewer Fiscal Sustainability Plan and/or Asset Management Plan, and dedication of funds toward a sewer reserve

(For further detail on why I am recommending a Fiscal Sustainability Plan, see Item 3.c in this meeting packet).

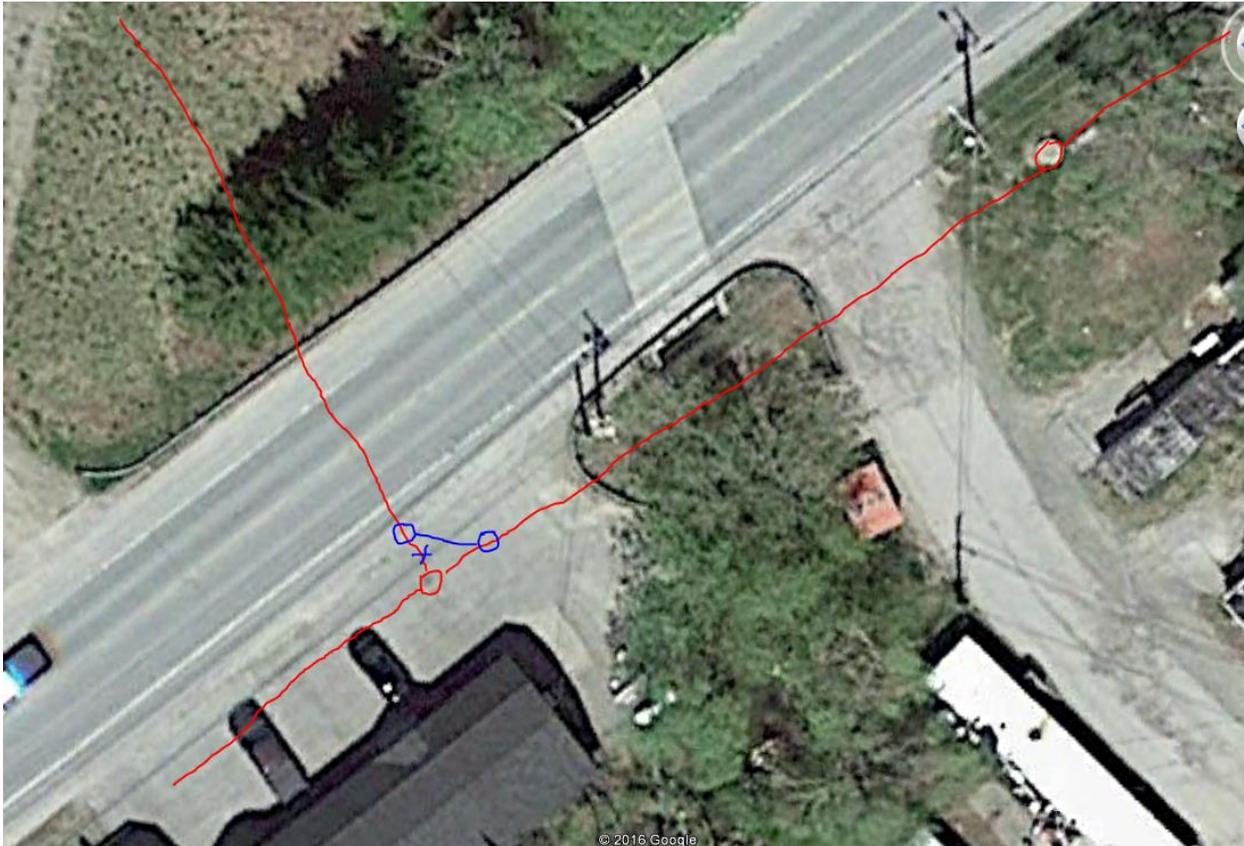
In addition to the FY18 Sewer Net Operating Income projected at the time of budget adoption in June 2017, additional revenues are now projected in FY18 as a result of sewer connection fees expected to be received in FY18 but that were not included in the approved revenue budget.

In order to authorize expenditure of those funds in FY18, I recommend that the Infrastructure Committee refer to the Finance Committee a recommendation for Council approval of a FY18 Budget Amendment to:

Increase budgeted revenues in the 60-79 revenue line to reflect anticipated collection of \$53,305 in unbudgeted sewer connection fees; and to

Increase budgeted expenses by \$53,305 to authorize expenditure of revenues projected to be generated in FY18 but not included in approved expense budget, for the purpose of supporting mitigation of anticipated Fiberight/Coastal flow impacts on existing infrastructure, and engineering services for other sewer projects

The plan is to utilize some of the funds to rectify a manhole where the Fiberight/Coastal system ultimately ties to the Town sewer interceptor on Main Road North:



With the introduction of a significant sized force main, the manhole will need some revisions to accept the fast moving flow to prevent a hydraulic vortex in the manhole thus potentially causing a sewer overflow.

In April 2016 Director Currier identified this issue and recommended that the angle be reduced prior the entering the interceptor. Currently, the sewer main exits the manhole on the interceptor up above the shelf and would essentially end up shooting directly across to hit the wall on the other side of the manhole before dropping down on the reduced opening to the interceptor. He suggested a dog house manhole on the downstream side of the existing and another manhole installed on the main to ease the angle.

Although we've been aware of this issue for some time we do not have budgeted funds to fix the problem. The recommended budget amendment will allow the connection fee revenues to make this related improvement.

Approved FY18 Sewer Budget, Town of Hampden

	Incurring FY15	Incurring FY16	Budget FY17	YTD FY17 thru 6/1/17	Percent 91.5% of year	Budget FY18 June 19, 2017	Change FY17 to FY18	Budget Notes FY18
Sewer Expense Budget								
60 - SEWER								
10 - FUND 2								
01 - COMPENSATION								
05 - WAGES	\$60,000	\$60,000	\$60,000	\$ 60,000	100%	\$60,000	\$0	Appropriation for contribution to public works/admin salary offset.
10 - SUPPLIES								
01 - SUPPLIES/OFFICE	\$5	\$0	\$0			\$0	\$0	
05 - POSTAGE/SHIPPING	\$6,389	\$7,370	\$6,000	\$5,640	94%	\$8,000	\$2,000	Cost of sewer billing printing & postage 4 times per year.
20 - SUPPLIES/MATERIALS	\$6,752	\$5,849	\$10,000	\$ 10,769	108%	\$3,490	(\$6,510)	Pump station or line repair supplies: 6 sewer manhole castings; bricks, mortar, etc.; riser rings. (Removes cost of meter readings, budgeted elsewhere).
99 - MISC.	\$0	\$0	\$2,400	\$ 3,835	160%	\$3,320	\$920	Jet truck nozzles (\$1,500); Dye testing packets (\$110); Tiger tales for jet truck (\$110); grade stakes (\$150); spoon to clean inverts (\$450); Trio software (\$1,000).
15 - UTILITIES								
05 - ELECTRICITY	\$33,811	\$37,055	\$36,000	\$ 31,836	88%	\$30,400	(\$5,600)	Electric charges for pump stations. Includes new pump station for MRC, partial year. Reduced per Maine Power Options estimate.
10 - FUEL	\$7,602	\$8,864	\$7,000	\$ 217	3%	\$3,000	(\$4,000)	Fuel costs for pump stations. (FY17 included cost of meter readings).
20 - MAINTENANCE/REPAIRS								
53 - Repair	\$0	\$21,629	\$52,000	\$ -	0%	\$5,500	(\$46,500)	Repair costs for pump stations and sewer lines. Includes manhole repair on Dewey St (\$500) and misc. pump station upgrades (\$5k).
30 - PROFESSIONAL SERVICES								
02 - PROF SVCS/METER READINGS				\$ -		\$8,000	\$8,000	Expense unchanged. Proposed here instead of 60-10-10-20.
37 - PROF SVCS/LICENSE FEES			\$0	\$ 1,532		\$7,720	\$7,720	License fees to State Treasurer (\$475., removed from 60-10-10-20). Trio service (\$750., paid in FY17 from 60-10-10-99). \$2,700 to Bangor for Industrial Pretreatment Program Admin fee (paid out of 60-10-60-04 in FY17); Annual report fee (\$180); Trio annual software costs (\$1,135); Annual rent to Maine Central Railroad, due September (\$2,480).
40 - LIENS/TRANSFERS	\$3,972	\$8,961	\$5,600	\$ 3,641	65%	\$5,600	\$0	Cost of lien placement and discharge for sewer liens.
80 - TRAINING / TRAVEL						\$2,800	\$2,800	New sewer employee training incl. collection system certification course.
60 - SEWER EXPENSES								
02 - TREATMENT SERVICE CHARGE	\$ 249,993.84	\$128,762	\$262,494	\$ 108,035	41%	\$163,010	(\$99,484)	Projected sewer treatment charges by City of Bangor. Prior three years' monthly cost average x 12.

Approved FY18 Sewer Budget, Town of Hampden

	Incurring FY15	Incurring FY16	Budget FY17	YTD FY17 thru 6/1/17	Percent 91.5% of year	Budget FY18 June 19, 2017	Change FY17 to FY18	Budget Notes FY18
04 - PUMP STATION MAINT.	\$ 48,012.52	\$64,450	\$43,878	\$ 55,648	127%	\$59,003	\$15,125	Cost of contracted pump station maintenance services by Bangor. Based on avg. invoice prior 12 months. Increased by one pump station, 1/4 year, for new pump station (MRC).
10 - O&M CONTINGENCY		\$2,509	\$5,000		0%	\$5,000	\$0	Small projects that are above and beyond the routine repair costs. TBD based on CIP.
16 - PRINC/INT FMHA	\$371,109	\$380,193	\$381,465	\$ 394,980	104%	\$458,969	\$75,833	Total debt service includes all six financing obligations (below).
1997 State Revolving Loan Fund						\$96,217		Bond will be paid off in FY18.
2009 1A Sewer Project						\$103,669		Bond will be paid off in FY26.
2014 1A Sewer & Pump Station						\$68,594		Bond will be paid off in FY35.
2006 Sewer Bond						\$108,526		Bond will be paid off in FY30.
2017 The First (overdue bills)						\$40,543		Loan will be paid off in FY24.
2017 Bangor WWTP						\$41,420		Loan will be paid off in FY24.
19 - INTERFUND (TO GF)		\$0	\$100,000	\$ 100,000	100%	\$100,000		Second year of multi-year payback. (Current amount owed: \$801,570; projected year-end FY17, \$651,570).
22 - SPECIAL PROJ	\$0	\$0	\$15,500	\$ 16,372	106%	\$135,000	\$119,500	Easement clearing (\$20k); CCTV for defect investigation (\$60k); Seal CSO tank joints (\$30k); Flushing/Cleaning (\$5k); GIS Mapping (\$5,000); Engineering Svcs (\$20k).
24 - SEWER FLUSHER REPAIRS	\$0		\$0			\$0	\$0	
26 - SEWER LEGAL & BOND COUNSEL		\$0	\$0	\$ 4,873		\$800	\$800	FY17 costs paid from 60-10-30-40.
	\$787,647	\$725,643	\$987,337	\$797,377	81%	\$1,059,611	\$72,273	

Approved FY18 Sewer Budget, Town of Hampden

	Incurring FY15	Incurring FY16	Budget FY17	YTD FY17 thru 6/1/17	Percent 91.5% of year	Budget FY18 June 19, 2017	Change FY17 to FY18	Budget Notes FY18
Sewer Revenue Budget								
60 - SEWER								
01 - SEWER BILLS	\$546,133	\$542,518	\$943,845	\$941,240	99.7%	\$1,124,086	\$180,241	Projection based on sewer rates approved 5/15/17 (\$11.60 per 100 CF) to take effect 6/15/17.
03 - INTEREST ON SEWER BILLS	\$1,924	\$1,784	\$1,735	\$2,340	135%	\$2,400	\$665	
05 - INTEREST/COSTS ON SEWER LIENS	\$9,697	\$8,832	\$9,050	\$5,465	60%	\$7,219	(\$1,831)	
08 - ABATEMENTS	(\$14,003)	(\$383)	\$0	(\$4,377)		(\$4,500)	(\$4,500)	
23 - INTEREST EARNED	\$1,234	\$87	\$1,230	\$586	48%	\$781	(\$449)	
24 - CONSTRUCTION INTEREST	\$541	\$210	\$0			\$5	\$5	
60 - SEWER - DEBIT CARD	\$4	(\$122)	\$0	(\$287)		(\$348)	(\$348)	
79 - MISC SEWER INCOME	\$0	\$64	\$0	\$1,369		\$0	\$0	Potential grant proceeds (not budgeted).
TBD - INDUSTRIAL USER SURCHARGE			\$0			\$3,479	\$3,479	Supplemental charge to Fiberight (1/4 year).
Final Totals	<u>\$545,530</u>	<u>\$552,989</u>	<u>\$955,860</u>	<u>\$946,336</u>	<u>99.0%</u>	<u>\$1,133,122</u>	<u>\$177,262</u>	

Prior Surplus / (Deficit) (\$242,117) (\$172,654)

Projected Surplus / (Deficit) (\$31,477)

Projected Surplus / (Deficit)	\$73,512
-------------------------------	----------

February 27, 2018

Karen M. Cullen, AICP
Town Planner
Town of Hampden
106 Western Avenue
Hampden Maine 04444

Dear Karen,

Enclosed are 15 copies of the Subdivision Application and following plans for the Hampden Business and Commerce Park, Proposed Amendment #4

Final Subdivision Plan – Amendment No. 4, 2 of 2

The proposed amendments that we have included in these plans are as follows;

- Re-Locate the 100' wide strip of land between Lots #33 & 34.
- Include the "Open Space" Area North West of Lot # 34 in Lot # 34.
- Eliminate the 20' Wide Trail Easement at Lot 28

If you have any questions or need any additional information please let me know.

Sincerely,



Chip Laite

Aggregate Resource Manager
claite@sargent-corp.com
207-827-4435 x 275

Main Office
378 Bennoch Road
P.O. Box 435
Stillwater, Maine 04489
Phone: 207/827-4435
Fax: 207/827-6150

Bangor Regional Office
489 Odlin Road
Suite 101
Bangor, Maine 04401
Phone: 207/990-1735
Fax: 207/990-2432

Mid-Atlantic Regional Office
11139 Air Park Road
Suite 1
Ashland, VA 23005
Phone: 804/368-7118
Fax: 804/368-7387

NOTES

- Title Reference for Surveyed Property.**
This subdivision is composed of the following properties: (Map/Lot numbers refer to Hampden Tax Maps - Book/Page numbers refer to Penobscot County Registry of Deeds.)

Map/Lot	Current Owner	Book/Page
10/27	Perry, John & Carolyn	2145/10
10/28	Cunningham, Rose Mary	2355/108
10/31	Perry, John & Carolyn	1957/121
10/32	Rice, Mary T.	2246/185
10/35	Perry, John & Carolyn	2145/10
10/38	Perry, Helena R.	5841/28
- Plan References:**
 - Maine State Highway Commission Right of Way Map - State Highway 28 (Route 202), SHC File No. 10-150, dated Jan., 1984, sheets 10 & 11, recorded in Plan Book 23, Pages 84 & 85.
 - Standard Boundary Survey - Hampden Business & Commerce Park, Route 202, Hampden, Maine dated January 25, 2001, prepared by Shyka, Sheppard & Garster Land Surveyors, to be recorded.
- Area Information:**
Total subdivision area = 132.328 acres
- Abutting property owner information** was taken from Town of Hampden records. Abutting property owner property lines shown on this plan were scaled from Town of Hampden tax maps.
- Bounds of Bearings:**
Bearings shown on this plan refer to Grid North (NAD27, Maine East Zone) as shown on the plan referenced in note 2A, above. Distances shown are ground distances.
- Road Information:**
Road locations shown on this plan are based on those shown on the plan in note 2F.
- Utility Information:**
The location shown on this plan for above and underground utilities, including water, electricity, telephone, sewer, and storm drains are approximate and should be verified before any excavation. **Federal and State Laws require** anyone performing any sort of excavation, including digging, boring, backfilling or grading to notify "DC SAFE" (1-888-344-7233), at least 72 hours before they begin work.
- Some variations between distances and bearings shown hereon and those contained in previous deeds and plans are not noted because such variations are insignificantly small, due to obvious scrivener's errors, or due to the basis of bearings shown.
- The perimeter boundary of this subdivision is based on the survey described in note 2B. See that plan for additional notes and information.
- The subdivision is in the Hampden Industrial Park District and conforms with the requirements of the "Business Park Use". See note 12 regarding the master plan for this project.

PROJECT OWNERS:
Town of Hampden
108 Western Avenue
Hampden, Maine 04444

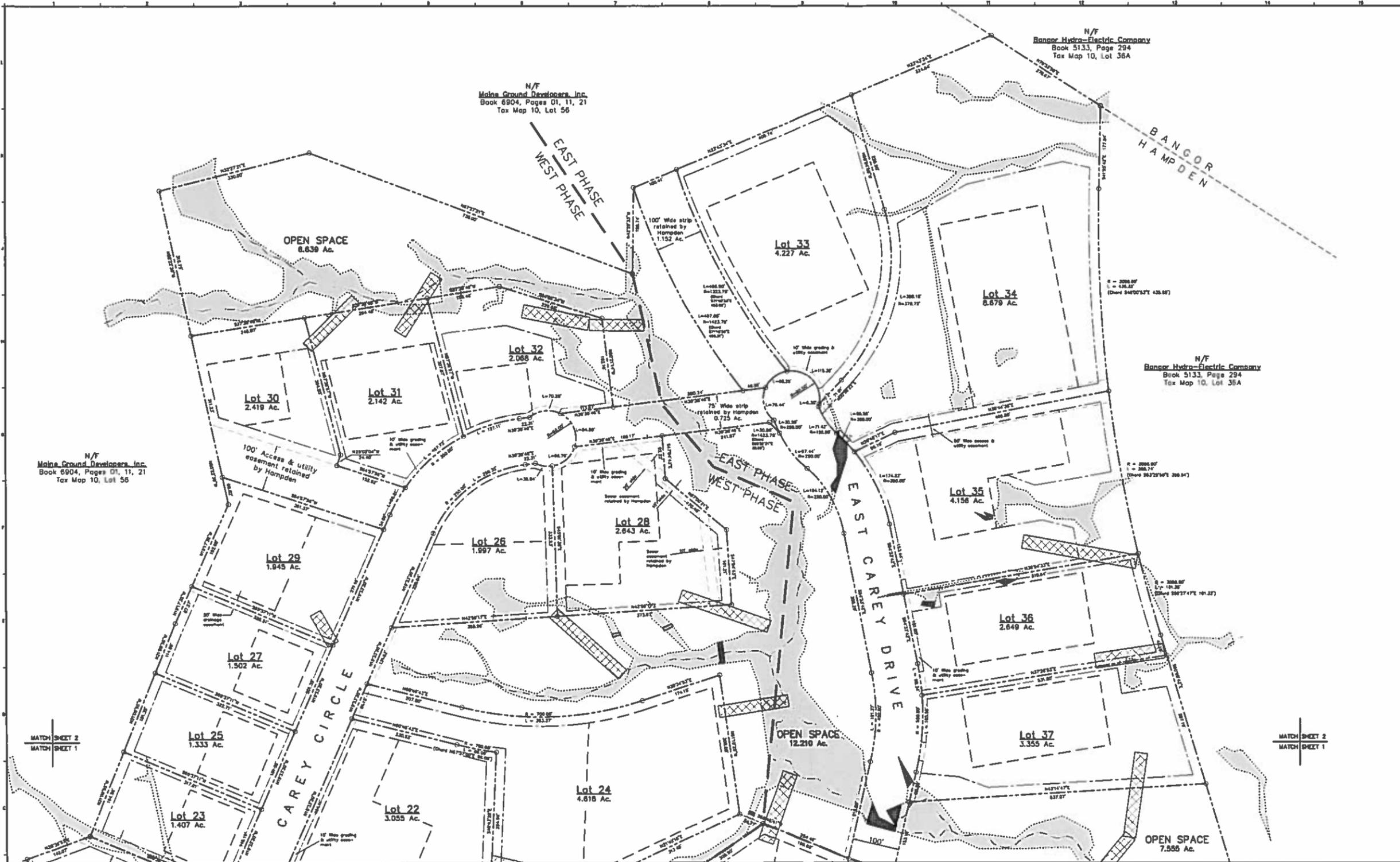
FINAL SUBDIVISION PLAN - Amendment No. 4
HAMPDEN BUSINESS AND COMMERCE PARK
and
MASTER PLAN AMENDMENT

Route 202, Hampden, Penobscot County, Maine
Prepared for
Town of Hampden
108 Western Avenue, Hampden, Maine 04444

Prepared By
SHYKA, SHEPPARD & GARSTER

LAND SURVEYORS
6 STATE ST., SUITE 301
BANGOR, MAINE 04401
TEL: (207) 942-1955

SCALE: 1" = 100'	DATE: July 18, 2001
BOOK: TDS 95	SHEET No.
DEAD END FILE: 00-182FS0	2 OF 2
PROJECT No. 00-182	



N/F
Maine Ground Developers, Inc.
Book 6904, Pages 01, 11, 21
Tax Map 10, Lot 56

N/F
Maine Ground Developers, Inc.
Book 6904, Pages 01, 11, 21
Tax Map 10, Lot 56

N/F
Bangor Hydro-Electric Company
Book 5133, Page 294
Tax Map 10, Lot 36A

N/F
Bangor Hydro-Electric Company
Book 5133, Page 294
Tax Map 10, Lot 36A

MATCH SHEET 2
MATCH SHEET 1

MATCH SHEET 2
MATCH SHEET 1



Planter Seed Abstract
This is to certify that after reviewing the subdivision submission information for the subdivision shown on this plan and considering each of the criteria set forth in M.R.S.A. Title 30-A, Section 4404 (as amended) and in the Hampden Subdivision Ordinance, the undersigned hereon deems fit to certify that this subdivision plan along with its additional submission information has met all the criteria set forth and therefore the subdivision is approved.

Approved: Town of Hampden Planning Board

Chairman _____

Attest _____

Date Approved: _____

Date Signed: _____

Conditions: _____

State of Maine
Penobscot, SS.
Registry of Deeds
Received and Filed

_____ 20__

h _____ M.

Attest _____

RECORDED AS MAP FILE:

Notes (continued)

11. Stormwater buffer treatment areas identified on this plan are subject to restrictions set forth within the conditions of approval under 38 M.R.S.A. sections 481-480 et seq. Treatment areas having lot(s): 2, 18, 33 (lower segment); and 35 are "swamp" (SW) treatment areas and shall be constructed in accordance with the "Stormwater Management for Maine, Best Management Practices (BMP)" section 2.2.2. Treatment areas for the remainder of the development are to be maintained in accordance with BMP section 2.2.1. Wet pond treatment in accordance with BMP section 6.5 are required within project parcels if the level of impervious development illustrated on the WRC A/E Master Plan and identified in table form in Site Plan submission section 22 - "Stormwater Management" (see MDCP Site Law Permit No. L-20055-39-A-14) using buffer treatment types identified within BMP 2.2.1 or 2.2.2 are exceeded.

12. Wetland impacts are subject to MHPA review under MDCP Permit No. L-20055-31-B-11.

13. Master Plan - See Hampden Business and Commerce Park Master Plan, Phase 1, Sheet MP101 and Phase 2, Sheet MP102, dated July 18, 2001, AE #28403, recorded in Plan File 2001, Pages 88 & 89.

14. The February 28, 2018 amendment is to change Lots 33 and 34, the 100' strip retained by Hampden and remove the open space by Lot 34 and incorporate that area into Lot 34. Stormwater Buffers and wetland impact areas in these areas have been removed and are subject to MHPA and MDCP Site Law permit modifications, where appropriate. No additional research or fieldwork was performed for this amendment. Trail Easement on Lot 28 was removed. Only sheet 2 of 2 Amended.

- LEGEND**
- Iron Red Found
 - 3/4" Rider with Survey ID Cap (to be set)
 - Monument Found
 - N/F No or Farmery
 - 1256/349 Dead Bush/Page Reference
 - Boundary - Partner
 - Boundary - Lot
 - Easement
 - Building Area Limit
 - Impervious Area Limit
 - Wetlands
 - Wetland Impact Area
 - Stormwater Buffer (see note 11)



CERTIFICATION

SHYKA, SHEPPARD & GARSTER, Land Surveyors, hereby certify to the Town of Hampden, and believe, that to the best of our knowledge and belief, this survey conforms to the Standards of Practice adopted by the Maine Board of Licensure for Professional Land Surveyors, except as stated in note 8.

SHYKA, SHEPPARD & GARSTER
LAND SURVEYORS
PRELIMINARY
Stevenson H. Sheppard
Maine Prof. Land Surveyor #5086

OPTION TO PURCHASE REAL ESTATE

THIS OPTION is made as of the first day of December, 2016, by and between **TOWN OF HAMPDEN, MAINE** ("Seller"), and **SARGENT CORPORATION**, a Maine corporation located at 378 Bennoch Road, Stillwater, Maine ("Buyer").

1. Grant of Option. Seller hereby grants Buyer an exclusive option pursuant to a Development Agreement between the parties dated April 24, 2014 to purchase the land described in **Exhibit A**, attached hereto and incorporated by reference, located at Hampden Business Park (the "Property"), upon the terms and conditions set forth below.

2. Option Consideration. Seller accepts one dollar (\$1.00) for each lot listed in Exhibit A paid by Buyer, the receipt of which is hereby acknowledged, as legal, adequate and valuable consideration for this option. In the event Buyer elects to exercise this option as to the Property, the option consideration shall be credited to the purchase price. In the event Buyer does not exercise this option as to the Property, the option consideration shall be retained by Seller, except as otherwise provided herein.

3. Option Period & Exercise. The initial term of this option shall be at any time or times within a period of ten (10) years after the earlier of (a) the date of completion of the phase of the infrastructure development in which the lot is located, or (b) eighty-six (86) months (ending May 24, 2021) from the effective date of the Development Agreement between the parties dated April 24, 2014. This option may be exercised by Buyer as to the Property at any time prior to the expiration of this option by delivering written notice to Seller in accordance with Section 7 below.

4. Default. In the event Seller fails to fulfill any of Seller's obligations hereunder, then Buyer shall be entitled to pursue any remedy available to Buyer at law or in equity including the right to specifically enforce this agreement in any court of competent jurisdiction.

5. General Provisions

- a. This option shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.
- b. This option incorporates and is in furtherance of the terms of the Development Agreement between the parties dated April 24, 2014.
- c. This agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute but one and the same agreement.
- d. If any provision of this agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

- e. This agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine, without regard to conflict of law principles.

6. Notices

All notices permitted or required to be given under this agreement may be sent by facsimile, a nationally recognized overnight courier service, first class or certified U.S. Mail or hand delivered to the parties at the following addresses, or to such other addresses as the parties may, from time to time, designate:

If to the Seller: Angus Jennings, Town Manager
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

If to the Buyer: Herbert Sargent, President
Sargent Corporation
P.O. Box 435
Stillwater, ME 04489

Notice shall be deemed given when received by the addressee on a business day. In the absence of proof of the actual receipt date, the following presumptions shall apply:

- a. Notice by overnight courier shall be presumed to have been received on the next business day after it was sent.
- b. Notice by first class or certified U.S. Mail shall be presumed delivered three (3) business days after mailing.

7. Assignment. This Agreement may be assigned by the Buyer to any individual, corporate entity or to any form of partnership or limited liability company, or any other person or entity having legal standing to hold title to real estate in the State of Maine.
8. Liens and Encumbrances. Seller agrees and covenants to prohibit and prevent any and all liens or encumbrances in any form or manner from being placed upon the Property besides those matters that may arise from Buyer's execution of development activities in the Hampden Business Park as such are contemplated in the April 24, 2014 Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed by their duly authorized representatives this first day of December, 2016.

WITNESS:

TOWN OF HAMPDEN

Cheryl M Johnson
Cheryl M Johnson

By: *Angus Jennings*
Angus Jennings
Its Town Manager
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.

Dec. 1st, 2016

Personally appeared the above-named Angus Jennings, Town Manager for the Town of Hampden, and acknowledged the foregoing Option to Purchase Real Estate to be his free act and deed and the free act and deed of said municipality.

Before me,

Paula A Scott
Notary Public
Attorney-at-Law
Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021


WITNESS:

SARGENT CORPORATION

Cheryl M Johnson
Cheryl M Johnson

By: *Herbert R. Sargent*
Herbert Sargent
Its President
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.

Dec. 1st, 2016

Personally appeared the above-named Herbert Sargent, President of Sargent Corporation, and acknowledged the foregoing Option to Purchase Real Estate to be his free act and deed and the free act and deed of said corporation.

Before me,

Paula A Scott
Notary Public
Attorney-at-Law
Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021


EXHIBIT A

The following lots depicted on the Hampden Business and Commerce Park recorded in the Penobscot County Registry of Deeds in Map File Nos. 2001-70 and 2001-71, as amended by the Final Subdivision Plan-Amendment No. 1 recorded at said Registry in Map Files 2002-89 and 2002-90; Final Subdivision Plan-Amendment No. 2 recorded at said Registry in Map File No. 2007-112 and Final Subdivision Plan-Amendment No. 3 recorded at said Registry in Map File No. 2014-60 and 2014-61:

Lot 2, 4, 6, 8, 9, 10, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37.

Susan F. Bulay, Register
Penobscot County, Maine



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

D-5-e

Town of Hampden
RECEIVED

FEB 05 2018

Office of the
Town Manager

David Bernhardt
COMMISSIONER

Angus Jennings, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444-1436

1/31/18

Subject: Hot Mix Asphalt Overlay
Project No.: 023326.00
Towns of Newburgh & Hampden

Dear Mr. Jennings:

The Maine Department of Transportation will soon advertise the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers". In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3410.

Sincerely,

George MacDougall,
Contracts & Specifications Engineer
Bureau of Project Development



PRINTED ON RECYCLED PAPER

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: Mr. George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.: 023326.00
Towns of Newburgh and Hampden

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Hampden** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF HAMPDEN
By the Municipal Officials

Project WIN: 23326.00

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the Towns of Newburgh and Hampden has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in Penobscot County, WIN 23326.00 is on Route 9 beginning 0.17 mi. west of Chapman Road and extending easterly 7.50 miles.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the Towns of Newburgh and Hampden agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 m per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Town of Hampden
RECEIVED

FEB 05 2018

Office of the
Town Manager

David Bernhardt
COMMISSIONER

1/31/18

Angus Jennings, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444-1436

Subject: Hot Mix Asphalt Overlay
Project No.: 023318.00
Towns of Hermon & Hampden

Dear Mr. Jennings:

The Maine Department of Transportation will soon advertise the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers". In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3410.

Sincerely,

George Macdougall,
Contracts & Specifications Engineer
Bureau of Project Development



WISHERS RECYCLED PAPER

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: Mr. George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No.: 023318.00
Towns of Hermon and Hampden

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Hampden** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF HAMPDEN
By the Municipal Officials

Project WIN: 23318.00

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Towns of Hermon and Hampden** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in Penobscot County, WIN 23318.00 is on Cold Brook Road beginning 0.06 mi. northeast of Autocar Lane and extending southeasterly 2.59 miles, ending at Route 202.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the **Towns of Hermon and Hampden** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 m per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit "for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation". According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of an Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. **Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation
2. **Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.
3. **County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality
4. **Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. **Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. **Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.
7. **Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm)
 _____ and the Municipality of _____, as
 principal, and _____
 _____, a corporation duly organized under the laws of the State of _____ and having a
 usual place of business _____,
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$ _____)
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators, successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
 the Contract to construct Project Number _____ in the Municipality of
 _____ promptly and faithfully performs the Contract,
 without damage to the municipal ways, other than normal wear and tear; then this
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
 beyond normal wear and tear, in the construction of the above project through the use of
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____

**KLGA - Relations with School Resource Officer
and Law Enforcement Authorities**

A cooperative relationship with law enforcement authorities is desirable for the protection of students and staff and in maintaining a safe school environment.

To that end, the school district endorses the School Resource Officer (SRO) program. The School Resource Officer is first and foremost a police officer but with specialized training, a unique skill set, knowledge base and background. The School Resource Officer works in tandem with the school administrators and staff who retain the primary responsibility for maintaining the proper order in schools. The school resource officer shall:

1. serve as a resource to administrators, students and teachers;
2. provide support and assistance to school personnel to maintain a safe and constructive learning environment; and
3. serve as a liaison between the school and the department of public safety.

The School Resource Officer is considered to be a school official with legitimate educational interests in reviewing educational records in order to perform professional responsibilities. The Superintendent of Schools and administrators retain the authority to deny access to students and or student records for non-school related investigations.

The Superintendent of Schools, in consultation with the public safety department, is responsible for the development of regulations necessary to implement this policy.

Cross reference: EBCA - Crisis Response Plan
 JICIA - Weapons, Violence and School Safety
 JRA- Student Education Records
 Family Educational Rights and Privacy Act

Adopted: April 16, 2008

Relations with School Resource Officer and Law Enforcement Authorities

Goals and Objectives:

It is understood and agreed that the Hampden Police Department and RSU #22 officials share the following goals and objectives:

- to increase students' knowledge of and respect for the law and the function of law enforcement agencies
- to maintain and enhance a safe and orderly school environment
- to provide a law enforcement resource to the administration, faculty, staff, students and parents

Duties and Responsibilities:

The School Resource Officer shall develop expertise in presenting various subjects to students and faculty and staff.

The School Resource Office shall act as an instructor for specialized, short term programs at the school when invited to do so by the principal or member of the staff.

The School Resource Officer shall serve as a resource person for educational presentations to classes and assemblies and shall, with prior approval, involve him/herself in programs of an educational nature. Such programs may include safety, drug abuse, abusive relationships, good citizenship, theft prevention, liquor laws and fighting.

Additional Duties:

- Be a member of the school district's Safety Committee
- Assist with traffic control and parking on or around school property
- Assist with monitoring student behavior during lunch
- Develop plans and strategies to promote a positive relationship with students
- Attend all faculty meetings unless excused by the principal
- Enforce federal, state and local criminal laws and ordinances and assist school officials
- When requested by the principal, investigate criminal activity committed on or adjacent to school property

- When requested by the principal or a designee or by the parents/guardians of a student, counsel students in special situations, such as students suspected of engaging in criminal misconduct
- At the request of the principal, participate in case conferences, hearings and other related matters
- At the request of the principal, interview students in the presence of the principal or designee where the interview is of an investigative nature concerning a criminal offense which may result in the prosecution of the interviewee. The parent/guardian of the interviewee will be notified and allowed to be present
- In situations in which an unlawful act is committed, the School Resource Officer may take direct action to investigate, identify, detain, or lawfully arrest the person responsible for the act. The principal and the parents will be notified as soon as possible
- The School Resource Officer may investigate student conduct related to regulations and policies
- If a search of a student, student's vehicle or other belongings is warranted, the decision to search will be made by the administration. Emergency situations involving extreme bodily harm or serious facility damage may require the School Resource Officer to conduct the search without the presence of the principal or designee. The principal or designee will be notified as soon as possible after the incident
- The School Resource Officer shall make him/herself available for conferences with students, parents and faculty members in order to assist them with problems of law enforcement or crime prevention nature
- The School Resource Officer shall perform all other duties assigned by the principal in agreement with the Town of Hampden Director of Public Safety
- The School Resource Officer will submit a weekly summation report to the principal and Town of Hampden Director of Public Safety
- The School Resource Officer will assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus or during school sponsored events

School and Law Enforcement Records:

The School Resource Officer is the "Law Enforcement Unit" for the school, authorized to enforce federal, state and local laws and maintain the physical security and safety of the schools.

The School Resource Officer is also a school official with a legitimate educational interest in reviewing educational records in order to perform professional responsibilities. School administrators may release personally identifiable student information contained in student records to School Resource Officers and law enforcement authorities in

accordance with the requirements of the federal Family Educational Rights and Privacy Act (FERPA) and other applicable laws.

School Resource Officers:

One School Resource Officer will be assigned to Hampden Academy. The School Resource Officer will be available to Reeds Brook Middle School, Weatherbee School and McGraw School for emergency purposes. The School Resource Officer may advise the Superintendent of Schools in other district matters.

Scheduling:

- The School Resource Officer shall be assigned to Hampden Academy on a full-time basis and during those hours that school is in regular session. He/She shall be on campus from 1/2 hour prior to the start of classes until one hour after classes are dismissed. During their daily tour of duty, the School Resource Officer may be off campus performing such tasks as may be required by the assignments.
- The School Resource Officer may be temporarily re-assigned by the Director of Public Safety during school holidays and vacations, and/or during periods of police emergency.
- Assigned as practical to school activities such as prom, dances, graduation.

School Resource Officer Dress:

- Professional dress required of all public safety officers, including a firearm

Transportation of Students:

1. The School Resource Officer shall not transport students in their vehicle except:
 - a. When emergency circumstances exist, such as victims of crimes, or under arrest
 - b. When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare or other students and school personnel, as determined by the school resource officer or his/her supervisor
2. The School Resource Officer shall notify the principal or designee before removing a student from campus

Supplies and Equipment:

The School Resource Officer will be provided an office, computer and internet access, telephone, and other materials deemed appropriate by the principal in order to fulfill responsibilities in an exemplary manner.

Employment:

The School Resource Officer shall be an employee of the Hampden Police Department and shall be subject to the administration, supervision, evaluation and control of said department, following its policies and procedures.

The principal shall be responsible for the supervision of the School Resource Officer during the school day. The Town of Hampden Director of Public Safety will consult with the principal on the evaluation of the School Resource Officer.

Qualifications for School Resource Officer:

- Shall have two years of law enforcement experience
- Shall possess a sufficient knowledge of the applicable federal and state laws, town and school district policies, and regulations
- Shall be capable of conducting in-depth investigations
- Shall possess even temperament and set a good example for students
- Shall possess communication skills that would enable the officer to function effectively within the school environment
- Shall commit to appropriate professional development initiatives related to School Resource Officer duties

Dismissal of School Resource Officer - Replacement:

In the event the principal of Hampden Academy believes the School Resource Officer is not effectively performing his/her duties and responsibilities, the principal shall recommend to the Superintendent of Schools that the School Resource Officer be removed. The reasons shall be stated in writing.

Within ten days of the principal's recommendation, the Superintendent or designee shall advise the Town of Hampden Director of Public Safety of the principal's recommendation. If the Town of Hampden Director of Public Safety desires, the Superintendent of Schools and Town of Hampden Director of Public Safety shall meet with the School Resource Officer to mediate or resolve the situation. The Superintendent's decision pertaining to the employment of the School Resource Officer is final.

The Town of Hampden Director of Public Safety may dismiss or reassign a School Resource Officer based upon Hampden Public Safety rules, regulations and general orders and when it is in the best interest of RSU #22.

Updated: January, 2018

D-5-f

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council
FROM: Angus Jennings, Town Manager
DATE: February 28, 2018
RE: Discussion of potential addition of second School Resource Officer

In light of recent events, Councilor Sirois has asked for a discussion at next Monday's Council meeting regarding the potential addition of a second School Resource Officer (SRO) to supplement Lt. Dan Stewart's work.

I met with Chief Rogers, then he and I met with Superintendent Lyons, Asst. Superintendent Nickels, and Lt. Stewart to discuss this issue earlier this week. Our meeting included discussion of the 2013 SRO grant that was awarded, but not accepted by the Council, to subsidize a second SRO for a fixed period of time. I have attached relevant meeting agendas, minutes and supporting materials from that era. I have also attached the current RSU-22 policy regarding the SRO.

If there is a majority of Councilors who are interested in considering potential addition of a second SRO, RSU-22 Administration suggested that a productive next step would be to send representation to the next meeting of the School Board's Education Committee, on March 7th at 6 PM.

FINANCE & ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, October 7, 2013

Attending:

Mayor Janet Hughes	Resident Terry McAvoy
Councilor David Ryder	Town Manager Susan Lessard
Councilor Carol Duprey	Public Safety Dir. Joe Rogers
Councilor Tom Brann	Sgt. Dan Stewart
Councilor Jean Lawlis	Assessor Kelly Karter
Councilor William Shakespeare	

The meeting was opened at 5:35 p.m. by Mayor Hughes.

1. Meeting Minutes
 - a. September 16, 2013 – Motion by Councilor Brann, seconded by Councilor Shakespeare to approve – unanimous vote in favor.
2. Review & Sign Warrants – Payment warrants were reviewed and approved.
- Assessor Kelly Karter attended the meeting to briefly discuss with the Council the need to consider establishing a reserve fund for a property tax revaluation at some point in the future. Although the town's State ration is between 95 and 100%, and revaluation is generally only done when that ratio drops below 70%, due to the very expensive nature of a revaluation (+/- \$250,000) she asked that the Council consider beginning a reserve for that purpose during the next budget season.
3. Old Business
4. New Business
 - a. Request to use Computer Reserve funds to replace Town Office Server – Motion by Councilor Lawlis, seconded by Councilor Shakespeare to recommend to the Council that \$9,305.13 be approved from Computer Reserve for the purpose of replacing the server in the Town Office. Unanimous vote in favor.
 - b. School Resource Officer – Acceptance of Grant – Public Safety Director Rogers and Sgt. Dan Stewart (current School Resource Officer) explained to the Committee that the Town had applied for and been awarded a grant in the amount of \$125,000 to help offset three years of costs for an additional school resource officer to be located at the Reeds Brook School. Sgt. Stewart explained his role at the high school which included work with both staff and students. He indicated that he believed it would be valuable to the community to have the second officer in the younger grades in order to provide better coverage for needs related to education, security, anti-bullying, emergency procedures, helping students, etc. It was explained that the School Board had indicated support for the position but that there was no money in the current school budget for its support. Given the length of time it would take to advertise and hire, it is likely that the position would need funding for approximately six months in the current year and grant funds could be used for that purpose. Cost figures for the

three years of the grant and the fourth year of the program were presented to the Committee. Extensive discussion was held relative to concerns over funding of the position due to budget constraints, and why some Councilors see this as a real need. Motion by Mayor Hughes, seconded by Councilor Lawlis to recommend to the full Council that the COPS grant for a second school resource officer be accepted. Vote 4 – 2 (Duprey, Ryder).

- c. Sucker Brook Watershed Plan – Acceptance of Grant – Motion by Councilor Brann seconded by Councilor Shakespeare to recommend to the full Council the acceptance of the Sucker Brook Watershed Plan Grant from the DEP. Unanimous vote in favor.
- d. Cancer Rate – Coldbrook Road – Councilor Duprey Request for Town to pay for 3rd Party Survey of area's current and former residents – Tabled for discussion at the regular Council meeting to determine whether funding would be necessary.

5. Public Comment – Resident Terry McAvoy suggested that there was not a need for a full-time officer as a school resource officer. He suggested that perhaps a retired officer could be hired on a part-time basis to reduce the cost necessary.

6. Committee Member comments – None

The meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

MONDAY

OCTOBER 7, 2013

7:00 P.M.

- c. Chickadee Crossing Subdivision
 - 1. Acceptance of Chickadee Lane as Town Way
 - 2. Acceptance of Conservation Easement

d. School Resource Officer – Acceptance of Grant

e. Sucker Brook Watershed Plan – Acceptance of Grant

f. Reschedule Meetings:

- 1. November 4th Council Meeting
- 2. October Services Committee Meeting to Tuesday, Oct. 15th

g. Cancer Rate – Coldbrook Road Area – Councilor Duprey

- 1. Request to hear from area residents;
- 2. Request for Town to pay for 3rd Party Survey of area's current and former residents

- D. COMMITTEE REPORTS
- E. MANAGER'S REPORT
- F. COUNCILORS' COMMENTS
- G. ADJOURNMENT



Joe Rogers <jlroger>

C-4-d
C-4-e

Town awarded grants

1 message

Susan Lessard <manager@hampdenmaine.gov>

Mon, Sep 30, 2013 at 12:43 PM

To: Bill Shakespeare <shakespearetowncouncil@hampdenmaine.gov>, Denise <clerk@hampdenmaine.gov>, Janet Hughes <hughestowncouncil@hampdenmaine.gov>, Jean Lawlis <lawlistowncouncil@hampdenmaine.gov>, "Thomas A. Russell" <tar@frrlegal.com>, Tom Brann <branntowncouncil@hampdenmaine.gov>, David Flyder <rydertowncouncil@hampdenmaine.gov>, Carol Duprey <dupreytowncouncil@hampdenmaine.gov>, Joe Rogers <jlrogers@hampdenmaine.gov>

Good afternoon-

The Town was notified on Friday that we are the recipient of a COPS grant for another police officer. The Public Safety director had discussed this application with the Council back when the application was made. The purpose of the additional officer would be for an additional school resource officer. The school system would contribute to the cost if it were to occur. This will appear on the Finance & Administration Committee agenda on Monday, October 7th with all the information - I just wanted to give you all a heads up since the news media has already been calling about it. Thanks to Sargent Stewart of the Police Department for preparing this application.

We were also awarded a grant from the Department of Environmental Protection to fund a watershed study of the Sucker Brook watershed. That stream will likely be officially cited as impaired within the next year. This grant will fund the work necessary to determine what steps the town has to take to be in compliance. Thanks to Gretchen Heldmann for writing this grant application.

Take care-
Sue



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

MONDAY

OCTOBER 7, 2013

7:00 P.M.

Attending:

*Mayor Janet Hughes
Councilor Tom Brann
Councilor David Ryder
Councilor Jean Lawlis
Councilor Bill Shakespeare
Councilor Carol Duprey*

*Town Manager Susan Lessard
Town Clerk Denise Hodsdon
Town Planner Bob Osborne
Citizens*

The meeting was called to order by Mayor Hughes at 7:07 p.m.

A. **CONSENT AGENDA** – *Motion by Councilor Shakespeare, seconded by Councilor Lawlis to accept the Consent Agenda. Unanimous vote in favor.*

1. SIGNATURES

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

- a. **Municipal Review Committee – Letter Discussing Legislation Impacting Future MSW Disposal**
- b. **Hampden Historical Society/Gretchen Heldmann – Thank You**

4. REPORTS

- a. **Finance & Administration Committee Minutes – 9/16/13**
- b. **Infrastructure Committee Minutes – 9/23/13**
- c. **Monthly Department Reports – September 2013**
- d. **Rapid Renewal Reports – July, August & September 2013**

B. **PUBLIC COMMENTS** – *There were none.*

C. **POLICY AGENDA**

1. **PUBLIC HEARINGS** – *There were none.*

2. **NOMINATIONS – APPOINTMENTS – ELECTIONS**

NOTE: The Council will take a 5-minute recess at 8:00 pm.

Councilor Lawlis pointed out that this has already been through the process and it is not right to second-guess it now. Attorney Russell recommended amending the motion to include the six open space parcels. Councilor Lawlis and Councilor Shakespeare amended the motion to accept Chickadee Lane as a town way and the six open space parcels included in the deed. Vote on the motion as amended was 5-1 (Brann); motion carried.

2. **Acceptance of Conservation Easement** – Engineer Jim Kiser explained that the conservation easement is part of mitigation of wetland impact. Motion by Councilor Brann, seconded by Councilor Lawlis to accept the conservation easement. Unanimous vote in favor.

d. School Resource Officer – Acceptance of Grant – Manager Lessard explained that this grant would be for a second School Resource Officer. The grant is for \$125,000 for a 3-year period with the requirement to retain the SRO for a 4th year at the expense of the Town and/or School District. She said the school board has not approved funding for this additional position at this time. She reported that the Finance Committee voted 4-2 to accept the grant. Councilor Ryder noted that the current budget does not include funding for the position and questioned where the money would come from for this year. Manager Lessard said the position would not be filled until at least January and we could use 50% of the grant to fund until the end of the fiscal year with the understanding that the next two years would be at a lesser rate. Councilor Shakespeare commented that the 4-year commitment is scary, but feels that the benefits far outweigh that cost. He did feel that the School District should commit to some funding. Motion by Councilor Brann, seconded by Councilor Shakespeare to authorize the Town Manger to accept the grant on behalf of the Town. Following discussion vote on the motion was 4-2 (Ryder and Duprey); motion carried.

- e. **Sucker Brook Watershed Plan – Acceptance of Grant** – Manager Lessard explained that Sucker Brook will be declared an impaired water body and the Town will be required to develop a plan for mitigation. She informed the Council that this grant would be for approximately \$20,000 with no out-of-pocket expense required from the Town but would require dedication of staff time. Motion by Councilor Brann, seconded by Councilor Shakespeare to accept the grant. Unanimous vote in favor.
- f. **Reschedule Meetings:**
 1. **November 4th Council Meeting** – Manager Lessard noted that the first meeting of November was the night before the Election and asked the Council if it wished to meet on that date. Motion by Mayor Hughes, seconded by Councilor Lawlis to cancel the



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 21, 2013

7:00 P.M.

• 6:30 pm – Finance & Administration Committee Meeting

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

- a. Hannaford Supermarket – Victualer's License Renewal

4. REPORTS

- a. Bangor Humane Society – Stray Animal Report – September 2013
b. Finance & Administration Committee Meeting Minutes – 10/7/13

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

3. UNFINISHED BUSINESS

- a. Proposed Zoning Map Amendment, Swan Property – Introduction for Public Hearing

- b. School Resource Officer Grant – Councilor Shakespeare

- c. Coldbrook Road Cancer Concerns - Update

4. NEW BUSINESS

- a. General Assistance Ordinance – Adoption of Appendix B

- b. Application for Renewal of Liquor License received from White House Motel d/b/a Filibuster Lounge at 155 Littlefield Ave.

NOTE: The Council will take a 5-minute recess at 8:00 pm.



C-3-b

Denise Hodsdon <clerk@hampdenmaine.gov>

Fwd: School resource officer

1 message

Susan Lessard <manager@hampdenmaine.gov>
To: Denise <clerk@hampdenmaine.gov>

Wed, Oct 16, 2013 at 8:22 AM

Hi Denise -
I have requested that Joe and Dan be at the meeting on Monday.
Sue

----- Forwarded message -----

From: **William Shakespeare** <shakespearetowncouncil@hampdenmaine.gov>
Date: Wed, Oct 16, 2013 at 7:29 AM
Subject: School resource officer
To: Susan Lessard <manager@hampdenmaine.gov>, Tom Brann <branntowncouncil@hampdenmaine.gov>, "carolduprey@hotmail.com" <carolduprey@hotmail.com>, Janet Hughes <hughestowncouncil@hampdenmaine.gov>, Jean Lawlis <lawlistowncouncil@hampdenmaine.gov>, David Ryder <rydertowncouncil@hampdenmaine.gov>, "Thomas A. Russell" <tar@frrlegal.com>

Having read the latest BDN article about the "school resource officer" and the accusation by Terry McAvoy that the council is "grossly irresponsible", I am requesting that this item be placed on the next Council Meeting agenda. I am also requesting that Sgt. Stewart and the Police Chief be present, and be prepared to make the same presentation to the council on TV, and be prepared to answer questions by the public. Thank you. Bill

BANGOR DAILY NEWS

Hampden councilors accept school resource officer grant in 4-2 vote

By Dawn Gagnon, BDN Staff
Posted Oct. 14, 2013, at 8:43 p.m.

HAMPDEN, Maine — Town councilors voted 4-2 last week to accept a \$125,000 federal grant that will be put toward the cost of hiring a second school resource officer.

The funds will be used to cover part of the cost for hiring the officer for three years, Town Manager Susan Lessard said last week. In accepting the grant, the town agrees to fund the position entirely on its own for the fourth year, she said.

During a meeting of the town council last Monday night, Lessard said the town's current school resource officer, Sgt. Dan Stewart, now is assigned to Hampden Academy and Reeds Brook Middle School. In addition to his work with students, Stewart teaches several classes.

The new school resource officer, who likely will be hired early next year, would take over the middle school responsibilities, she said. Both school resource officers also would be available to Hampden's elementary schools and possibly the elementary schools in the fellow RSU 22 member towns of Newburgh, Winterport and Frankfort.

Lessard said that the grant application for the second school safety position has been discussed with the RSU 22 school committee, which she said was supportive but had no funding to contribute toward the local share for the position's cost.

Mayor Janet Hughes said that while the price tag was a concern, she believed that the benefit of having a second school safety officer "far outweighs the cost." She said, however, that she would like to see school officials help with the expense in future fiscal years.

During their discussions about the grant — provided by the U.S. Department of Justice's Office of Community Oriented Policing Services, or COPS program — town officials noted that this year's budget does not include funding for the second school safety position.

Given that, the town likely will draw most or all of the cost for the new officer from the grant award, which will leave less federal funding for the next two years.

The vote to accept the grant was not unanimous, with Mayor Hughes and councilors Jean Lawlis, William Shakespeare and Thomas Brann in favor of accepting the grant and councilors Carol Duprey and David Ryder opposing it.

Not everyone thinks that accepting the COPS grant is a good deal.

Resident Terry McAvoy, who attended last week's council meeting, called the councilors' decision to accept the grant "grossly irresponsible."

McAvoy said that a cost projection for the position provided to him by Public Safety Director Joe Rogers shows that despite the \$125,000 in federal funds, the cost to Hampden taxpayers will amount to \$198,192

based on the four-year total cost.

Though he attended the meeting, McAvoy said afterward that he did not address the councilors during their deliberations about accepting the grant.

“It just blew my mind [that the council voted to accept the funds]. I was flabbergasted,” he said, noting that during their budget deliberations this spring, councilors slashed this year’s road paving budget in half and did not fund donations to local service and charitable organizations, to name a few.

“I guess I’m just baffled as to how we’re going to pay for it,” he said.

<http://bangordailynews.com/2013/10/14/news/bangor/hampden-councilors-accept-school-resource-officer-grant-in-4-2-vote/> printed on October 16, 2013



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

.....
MONDAY

OCTOBER 21, 2013

7:00 P.M.
.....

Attending:

*Mayor Janet Hughes
Councilor Tom Brann
Councilor David Ryder
Councilor Jean Lawlis
Councilor Bill Shakespeare
Councilor Carol Duprey*

*Town Manager Susan Lessard
Town Attorney Thomas Russell
Town Clerk Denise Hodsdon
Public Safety Director Joe Rogers
Police Sgt. Dan Stewart
Rep. Brian Duprey
HA Principal Ruey Yehle
Members of the Media*

The meeting was called to order by Mayor Hughes at 7:00 pm.

- A. CONSENT AGENDA** – *Motion by Councilor Lawlis, seconded by Councilor Shakespeare to accept the Consent Agenda. Unanimous vote in favor.*
- 1. SIGNATURES**
 - 2. SECRETARY'S REPORTS**
 - 3. COMMUNICATIONS**
 - a. Hannaford Supermarket – Victualer's License Renewal**
 - 4. REPORTS**
 - a. Bangor Humane Society – Stray Animal Report – September 2013**
 - b. Finance & Administration Committee Meeting Minutes – 10/7/13**
- B. PUBLIC COMMENTS** – *None.*
- C. POLICY AGENDA**
- 1. PUBLIC HEARINGS** – *None.*
 - 2. NOMINATIONS – APPOINTMENTS – ELECTIONS** – *None.*
 - 3. UNFINISHED BUSINESS**
 - a. Proposed Zoning Map Amendment, Swan Property – Introduction for Public Hearing** – *Councilor Brann introduced this for public hearing at the next meeting.*

b. School Resource Officer Grant – Councilor Shakespeare –
Councilor Shakespeare explained that he had asked to have this placed on the agenda after a citizen was quoted by Bangor Daily News as saying the Council decision to accept the grant at the last meeting was “grossly irresponsible”. Councilor Shakespeare noted that Sgt. Dan Stewart’s briefing and the discussion of adding a second SRO happened during the Finance & Administration Committee meeting prior to the last Council meeting. At the Council meeting, it was reported that the Finance Committee voted 4-2 to accept the grant, but the public did not hear Sgt. Stewart’s briefing at the televised Council meeting. He asked Sgt. Stewart to give the presentation again tonight. Sgt. Stewart explained that the grant is for \$125,000 for a 3-year period with the requirement to retain the SRO for a 4th year at the expense of the Town and/or School District. Sgt. Stewart explained the duties and responsibilities of the SRO and he talked about some of the projects he is working on. The Council had questions for Sgt. Stewart and Public Safety Director Joe Rogers about certain instances and how much time it takes away from his other SRO duties. Members of the public had questions and comments about the need for a second SRO. Most of those who spoke commented that they didn’t question the merits of the program, but they felt the need for a second officer was unwarranted and expressed concerns about funding the position, noting that taxes would have to go up as a result. Following public comments and considerable Council discussion regarding the pros and cons of adding a second officer, Mayor Hughes moved to set aside \$20,000 from the Host Community Benefits fund, to fund this program for the first six months. Councilor Brann seconded the motion and vote was 4 in favor (Lawlis, Brann, Hughes and Shakespeare) and 2 opposed (Ryder and Duprey); motion carried.

c. Coldbrook Road Cancer Concerns – Update – Manager Lessard
reported that she has been in touch with Maine Cancer Registry Executive Director Molly Schwenn. She is working on gathering information and will be at the November 18th Council meeting to give an update of her findings.

4. NEW BUSINESS

- a. General Assistance Ordinance – Adoption of Appendix B –**
Manager Lessard explained that this is the annual update for food allowances under the GA Ordinance. Motion by Councilor Brann, seconded by Councilor Shakespeare to adopt Appendix B. Unanimous vote in favor.
- b. Application for Renewal of Liquor License received from White House Motel d/b/a Filibuster Lounge at 155 Littlefield Ave. –**
Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the application. Unanimous vote in favor.



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

DECEMBER 2, 2013

7:00 P.M.

- **5:30 pm – Finance & Administration Committee Meeting**
- ***Swearing-in of Councilors Gregory Sirols & Ivan McPike***
- ***Election of Mayor – Town Attorney Tom Russell***
- ***Goodbye – Outgoing Mayor Janet Hughes***

A. CONSENT AGENDA

1. SIGNATURES
2. SECRETARY'S REPORTS
3. COMMUNICATIONS
4. REPORTS
 - a. Finance & Administration Committee Minutes – 10-21-2013
 - b. Finance & Administration Committee Minutes – 11-18-2013
 - c. Infrastructure Committee Minutes – 11-25-2013
 - d. Bangor Humane Society Shelter Report – October 2013

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS
2. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - a. Official Return of Votes – November 5, 2013 Election

3. UNFINISHED BUSINESS

- | |
|---|
| <ol style="list-style-type: none">a. School Resource Officer Grant – Discussion with Councilb. Sewer Projects – Design & Bid – Infrastructure Committee Recommendation |
|---|

NOTE: The Council will take a 5-minute recess at 8:00 pm.

C-3-a

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: November 27, 2013
RE: School Resource Officer Grant Discussion

The purpose for this memo is to discuss the status of the school resource officer grant which was awarded to the Town this fall, and which was formally accepted by the Council at its regular meeting on October 7, 2013.

While I understand that the Council has taken action on this item, at this point the Town has only advertised for the position. We have done no interviews and incurred no additional costs related to the hiring. At the time the grant was accepted, it was a close vote of the council, and discussion occurred that indicated that a different Council composition in 2014 might well result in the defunding of the position. As of the November 5, 2013 election – we have a different Council composition.

I have serious concerns about accepting money from the Grant, incurring substantial costs through the review/hiring process, and disrupting a new employee's life if the position will not be funded as part of the 2014/2015 budget process. Were that to occur, and we had to repay and end an active grant – it would reflect in a highly negative fashion on any grant applications submitted in the future, and it would have very negative effects on an employee who might only have been with us for six months. The point of the discussion at this meeting is to determine the level of commitment of the new council to this position. If there is not solid support to funding this through the life of the grant (4 years), I would recommend that the Council instead vote to pass on the grant at this time. Although this is a bit awkward, I believe that this discussion is appropriate in order to avoid negative repercussions down the road.



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

.....
MONDAY
.....

.....
DECEMBER 2, 2013
.....

.....
7:00 P.M.
.....

Attending:

*Councilor Tom Brann
Councilor Jean Lawlis
Councilor David Ryder
Councilor Bill Shakespeare
Councilor Carol Duprey
Councilor Greg Sirois
Councilor Ivan McPike*

*Town Attorney Tom Russell
Town Manager Susan Lessard
Town Clerk Denise Hodsdon
Public Safety Director Joe Rogers
Police Sgt. Dan Stewart
Code Enforcement Ben Johnson
Building/Fire Inspector Dan Pugsley
Former Mayor Janet Hughes
Members of the Media and Citizens*

The meeting was called to order by Attorney Russell at 7:00 pm.

- ***Swearing-in of Councilors Gregory Sirois & Ivan McPike*** – Councilors-Elect Sirois and McPike were sworn in by Attorney Russell.
 - ***Election of Mayor & Deputy Mayor*** – Town Attorney Tom Russell – Attorney Russell asked for nominations for Mayor to complete Janet Hughes' term to the end of the year. Councilor Shakespeare nominated Councilor Brann; Councilor Lawlis seconded the nomination. Councilor Sirois nominated Councilor Ryder and Councilor Duprey seconded the nomination. There being no further nominations, Attorney Russell closed nominations and asked for a roll-call vote: 4 votes for Councilor Brann (Shakespeare, McPike, Brann and Lawlis) and 3 votes for Ryder (Sirois, Duprey and Ryder). Attorney Russell swore in Mayor Brann and turned the gavel over to him to preside over the remainder of the meeting. Mayor Brann asked for nominations for Deputy Mayor. Councilor Lawlis nominated Councilor Duprey, seconded by Councilor Sirois. Councilor Duprey nominated Councilor Ryder, seconded by Councilor McPike. There being no further nominations, Mayor Brann closed nominations and asked for a roll-call vote: 4 votes for Councilor Duprey (Ryder, Lawlis, McPike and Sirois) and 3 votes for Councilor Ryder (Brann, Shakespeare and Duprey). Attorney Russell then swore in Deputy Mayor Duprey.
 - ***Goodbye – Outgoing Mayor Janet Hughes*** – Mayor Brann presented outgoing Mayor Hughes with an engraved clock and thanked her for her service on the Council and as Mayor.
- A. **CONSENT AGENDA** – Motion by Councilor Shakespeare, seconded by Councilor Lawlis to accept the Consent Agenda. Unanimous vote in favor.

1. SIGNATURES

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

4. REPORTS

- a. Finance & Administration Committee Minutes – 10-21-2013
- b. Finance & Administration Committee Minutes – 11-18-2013
- c. Infrastructure Committee Minutes – 11-25-2013
- d. Bangor Humane Society Shelter Report – October 2013

B. PUBLIC COMMENTS – *There were none.*

C. POLICY AGENDA

1. PUBLIC HEARINGS – *There were none.*

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. **Official Return of Votes – November 5, 2013 Election – *Town Clerk Denise Hodsdon reported the official election results following the recount for the At-Large Council race. This item was informational only.***

3. UNFINISHED BUSINESS

- a. **School Resource Officer Grant – Discussion with Council – *Manager Lessard explained that this was back on the agenda because there are two new Councilors and this will give them the opportunity to discuss this issue. Following public comment and Council discussion, Councilor Sirois moved and Councilor Duprey seconded to postpone this item until the next meeting for the purpose of gathering additional information and reviewing facts. Unanimous vote in favor.***

- b. **Sewer Projects – Design & Bid – Infrastructure Committee Recommendation – *Councilor Shakespeare reported that the Infrastructure Committee discussed the proposed project to replace a sewer line on Route 1A and pump stations at Route 202 and Mayo Road. It was the committee's recommendation that the project be designed and put out to bid. Motion by Councilor Ryder, seconded by Councilor Duprey to put the sewer project for pump station and sewer line replacement out for design bid. Unanimous vote in favor.***

4. NEW BUSINESS

- a. **Request for hours change – Code Enforcement – Stan MacMillan – *Public Safety Director Joe Rogers informed the Council that he and***

INFRASTRUCTURE COMMITTEE MEETING

Monday December 9, 2013

6:00 P.M.

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES OF 11/25/2013
2. OLD BUSINESS
- A. Discussion of School Resource Officer Grant
3. NEW BUSINESS
4. PUBLIC COMMENTS
5. COMMITTEE MEMBER COMMENTS

MATERIALS PACKET – SCHOOL RESOURCE OFFICER DISCUSSION
December 9, 2013

<u>Item</u>	<u>Pages</u>
Cost Breakdown – Grant Funding and Potential School Contribution	1-2
Other Communities – information on contributions	3-4
Resource Officer Duties	5-6
Student Survey Responses – Drug/Alcohol/Bullying survey	7-10

School Resource Officer Cost Breakdown Options:

12/6/13

	Year 1	Year 2	Year 3	Year 4	Total
Estimated Total Cost	74,187	78,400	83,256	87,349	323,192
COPS Grant funding:	-41,666	-41,666	-41,666	0	-124,998
Balance:	32,521	36,734	41,590	87,349	198,194

Possible funding:						
RSU22	50.0%	16,261	18,367	20,795	43,675	99,097
Town of Hampden	50.0%	16,261	18,367	20,795	43,675	99,097
Town of Winterport	0.0%	0	0	0	0	0
	100%	32,521	36,734	41,590	87,349	198,194

Options

RSU22	50.0%	16,261	18,367	20,795	43,675	99,097
Town of Hampden	25.0%	8,130	9,184	10,398	21,837	49,549
Town of Winterport	25.0%	8,130	9,184	10,398	21,837	49,549
RSU22	34.0%	11,057	12,490	14,141	29,699	67,386
Town of Hampden	33.0%	10,732	12,122	13,725	28,825	65,404
Town of Winterport	33.0%	10,732	12,122	13,725	28,825	65,404



HAMPDEN PUBLIC SAFETY

Police - Fire - EMS
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4000
Fax: 207-862-4588



4

COPS Grant – School Resource Officer

	Year 1	Year 2	Year 3	Year 4
Salary	41,285	43,349	45,517	47,793
Holiday	2,382	2,501	2,626	2,757
Overtime	4,128	4,335	4,552	4,779
Health	17,800	19,500	21,450	22,500
Retirement	4,128	4,335	4,555	4,780
FICA	3,160	3,316	3,482	3,656
Life	160	170	180	190
Dental	144	144	144	144
Uniforms	<u>1000</u>	<u>750</u>	<u>750</u>	<u>750</u>
Total	74,187	78,400	83,256	87,349
COPS Grant	(41,666)	(41,666)	(41,666)	
Balance	\$32,521	\$36,734	\$41,590	\$87,349

115 based on 580,000, acc

30.

More

1 of 20,911

INFO

Inbox x

Stewart Dan 2:54 PM (19 minutes ago)

to me, Marzullo

Images are not displayed. Display images below - Always display images from dstewart@rsu22.us

Area departments that have SRO's

Bangor Police Department

1- Bangor High School City Pays 100 %

1- 5th. Street Middle School City Pays 100 %

They visit all the other schools on a weekly basis.

Brewer Police Department

1- Brewer High School School Pays 80 %

1- Brewer Community School School Pays 80 %

Orono Police Department

1- High School and Middle School are in the same building. Goes to other schools time permitting.

60 % School 40 % Police

Bucksport Police Department

1- In the hiring process for a officer for the high school. Has had a part time officer now making it a full time position. 50% / 50%

Belfast High School

1- Officer in the high school & middle school. 66% School / 34 % Town

Waldo County S.O.

1- Mount View High School 75% School / 25% Sheriff's Office.

Current/Past School Resource Officer Duties

- Grant (2006) - Transportation Enhancement - Safe Routes. Crossing light and pedestrian crossing signs at old Hampden Academy (\$45,000)
- Grant (2013) - State Homeland Security Grant Program (Implemented 2013). School Emergency Preparedness for Facility Security (\$65,000)
- Grant for cameras at Reeds Brook (\$85,000)
- Co Chair District Safety Committee
- HART
- Co Chair Hampden Academy Safety Comm.
- HART
- Construction review for new HA
- Chair, Steering Comm Drug Free Community Grant
- First Aid CPR trainer
- Facilities safety
- Safety procedures & coordination - evacuation, lock down, shelter-in-place.
- Traffic flow consultant.
- Consult with School Safety Committees.

Additional School Resource Officer

- Reinstate DARE Program in all schools with grade 5.
- Resume K Visitations.
- Reestablish Committees - Drug and Alcohol Prevention Committee, Students Against Destructive Decisions. Committee.
- Bring back Health & Safety Education at both Middle Schools level to enhance the Health Curriculum.
- Serve on School Health Advisory Council.

RSU #22 School Resource Officer

What are the roles that a school resource officer will play in the middle and elementary schools?

RSU #22 has an interest in expanding preventative education into grades K-8 around a number of subjects for which SROs are trained. These include:

- * Drug/Alcohol Prevention Education
- * Re-establishment of Drug and Alcohol Prevention Committee, Students Against Destructive Decisions
- * Return of Health and Safety Education at both middle schools to enhance the present health curriculum

RSU #22 has an interest in expanding SRO services in the middle and elementary levels such as:

- *Truancy response
- *Grant writing for safety equipment and response, community outreach and development
- * Bullying Prevention programming
- * Internet Safety

RSU #22 has an interest in developing positive relationships to promote communication and comfort with the SRO:

- *Develop a student comfort around law enforcement so that students may build a trusting relationship between police and themselves.
- *Offset negative connotations about encounters with law enforcement.

Why is a school resource officer of interest rather than an educator or social worker?

School resource officers emanate from law enforcement training and experience. The perspective a school resource officer brings to a school is based in a triad configuration including police/law enforcement background, police counseling and law enforcement education. With these three areas of priority training, school resource officers can effectively respond to high stakes needs that arise in schools in a different way than educators or social workers may. This different approach offers an advantage of a well-rounded, multi-faceted intervention capability. Accessibility to law enforcement and the relationship developed with the SRO are considerable advantages to having an officer amidst our schools.

The \$125,000 in COPS grant money will be dedicated to a school system. Why not us?

If we walk away from the opportunity of \$125,000 in matching federal funds we may never know what resources could have been secured and delivered to our student body and schools. There is considerable intent to, and a past history of success with, the collaboration between Hampden Public Safety and RSU 22 schools that has been advantageous in the safety, counseling and education of our youth. To pursue this further makes financial and educational sense.

Facts

Wagner

MIYHS Question	% Students Wagner who 2011	% Students Wagner who 2009	% Students Maine who 2011
Have you ever been bullied on school property?	Said yes 42.8%	Said yes 36%	Said yes 48.1%
During the past 30 days, how many days did you have 5 or more drinks of alcohol in a row, that is, within a couple of hours?	answered at least 1 day Data not available due to confidentiality	answered at least 1 day 6.1%	answered at least 1 day 2.8%
How old were you when you had your first drink of alcohol other than a few sips?	Among students who have more than a few sips of alcohol, the % of students who answered before age 11 Data not available	Among students who have more than a few sips of alcohol, the % of students who answered before age 11 44.3%	Among students who have more than a few sips of alcohol, the % of students who answered before age 11 34.5%

Substance Abuse Focus Group 2013

Alcohol/Drugs

Students overwhelming felt that alcohol, tobacco and drugs were not a problem. The students repeatedly talked about how there were rumors and stories around these behaviors but that no one really engaged in those behaviors. They felt that substance use was more often gossip than truth.

A handful of students said they have heard others talk about their parents letting them drink at home, or seen some suspicious activity on the bus. One stated that a friend had been caught for "doing drugs" they the student did not know what. They also reported rumors of kids drinking at football games or smoking in the bathroom. However, none of the students believed the rumors. One student attended a different school previously and felt that Wagner had no alcohol or drugs in comparison. A few students reported that drugs are "everywhere" up in Hampden.

Facts

- "I hear rumors but I don't believe them."
- "I hear kids brag about drinking at home, how their parents let them drink."
- "It is just not something we do." "In the 8th grade, none of them do [alcohol or drugs]."

Safety/Bullying

The students were particularly concerned with bullying and bus safety. The younger students felt that there were some social groups, teasing, name-calling and strong rough-housing during recess. They were extremely concerned with what occurs on the buses and felt the safety of school did not extend to their bus rides. The older students felt that much of this behavior subsided by the 8th grade. However, they agreed that the bus rides were "out of control."

- "People make fun of kids for being overweight."
- "Sometimes it just hurts."
- "The bus driver gives up."
- "By 8th grade, [bullying] gets old. We don't do it."

Hampden Academy

MIHS Question	% Students who: 2011	% Students who: 2009	% Students who Maine 2011
During the past 12 months have you ever been bullied on school property?	Said yes 19%	Said yes 20.7%	Said yes 24%
During the past 30 days, on how many days did you have 5 or more drinks of alcohol in a row, that is, within a couple of hours?	Answered at least one day 21.2%	Answered at least one day 19.5%	Answered at least one day 16.6%

Facts

MIHS Question	% Students who: 2011	% Students who: 2009	% Students who Maine 2011
During the past 30 days, on how many days did you have at least one drink of alcohol on school property.	Answered at least one day 7.4%	Answered at least one day 8.4%	Answered at least one day 4.3%
During the past 12 months, has anyone offered, sold, or given you and illegal drug on school property?	Answered yes 26.3%	Answered yes 30.0%	Answered yes 24.2%
During your life how many times have you used marijuana?	Answered at least 1 time 40.1%	Answered at least 1 time 37.7%	Answered at least 1 time 36.4%
How old were you when you tried marijuana for the first time?	Have tried marijuana, the % of students who answered before the age of 13 22.4%	Have tried marijuana, the % of students who answered before the age of 13 21.8%	Have tried marijuana, the % of students who answered before the age of 13 21.9%

Substance Abuse Focus Group

Alcohol/Drugs

Students reported alcohol use (both casual and binge drinking) and said that students will drink anything they can get their hands on (beer, liquor, etc.).

They also noted that that marijuana use is particularly prevalent, estimating that perhaps as much as 85 percent of students have tried it at least once. (Without disclosing the school- specific results from the MIYHS 2011, these perceived rates of use were overestimates.)

Students also mentioned prescription drugs, but felt that marijuana use was more common.

- "Not coke or heroin or anything like that (well...)"

Facts

- "It is pills and pot."
- "Marijuana. It is part of our generation."
- "We are a "weed" school. We are kind of known for that."
- "I'd say the vast majority have at least tried it once."

Students called their school a **"weed" school** and felt that it was something for which the school is known. They felt that it is everywhere at school and in the community. They felt that the prevailing attitude among adults is that they know that marijuana is around and everyone "just lets it go."

Students wondered if the marijuana use was really an issue for the school. They wondered what it was like at other high schools.

Students felt marijuana differed from alcohol in terms of how students used it, saying that marijuana was something that students did every day, compared to alcohol which students used more occasionally and on weekends.

- "Everyone knows about it, it is not a secret."
- "Parents don't ask so that they don't have to hear the answer."
- "You grow up knowing adults do it [marijuana] every day."
- "Drugs are everywhere and you need to... help us."
- "You know it is going on, so why do you sit back and let it happen?"
- "The excuse that "I was a teenager too" isn't viable. It is SO different now,
- so much worse."

INFRASTRUCTURE COMMITTEE MEETING MINUTES
Monday December 9, 2013

Attending:

Councilor William Shakespeare
Councilor Greg Sirois
Councilor David Ryder
Councilor Carol Duprey
Councilor Tom Brann

Councilor Ivan McPike
Town Manager Susan Lessard
Regan Nichols, Reed's Brook Principal
Terry McAvoy, Resident
State Rep. Brian Duprey

The meeting was opened at 6 p.m. by Chairman Shakespeare.

1. MINUTES OF 11/25/2013 – The minutes of the 11/25/13 meeting were reviewed and approved with no changes.
2. OLD BUSINESS

A. Discussion of School Resource Officer Grant – Councilor Sirois discussed information received (copy attached) at a meeting which he attended held on Monday, December 9th with Superintendent Lyons, Asst. Superintendent Genest, Principal Nichols, Principal Yehle, the district health coordinator, Councilor McPike, Town Manager Lessard, Sergeant Stewart, and Public Safety Director Joe Rogers. The purpose of the meeting was to discuss the proposed middle school resource officer position for the district in terms of need and financial impact. School personnel and the Superintendent expressed support for the position and indicated a potential commitment of up to 50% of the cost of the position to be funded by the District. The Superintendent also indicated that he would discuss the idea of sharing funding with the Town of Winterport so that the resource officer could serve both District middle schools. However, the District was not in a position to be able to guarantee the funding and would not be able to do so until their budget was prepared. Councilor McPike questioned the need for the position, since the District indicated that it had not included the request in prior budgets. Councilor Sirois expressed concern over the number of positions that the School District had cut in direct educational programs such as foreign languages and whether the resource officer position was more necessary than those types of programs. He indicated that he was not opposed to the idea of the position but that funding it was not a higher priority compared to other items. Principal Nichols indicated that she believed that the school administration was sincere in their plan to fund a portion of the position and that the needs of the district and its individual schools changed from year to year and that accepting this grant was an opportunity to fill an identified need with the use of less local dollars than would be necessary otherwise.

Councilors Duprey and Ryder indicated that they had not heard from anyone in support of the additional position – but had heard from a number of people, including those who attended the last Council meeting, who were in opposition,

primarily due to the cost. Councilor Sirois also indicated that he had discussed the subject with many people and only found one so far who was in support of it.

Councilor Brann spoke in support of the position due to his belief that the presence of an officer in the school would provide help for students in a more basic life-skills manner, and because the program had proved its success over a fifteen year time period at the high school level. Councilor Shakespeare spoke in support of the position due to his belief that an additional officer would complement the work already being done at the high school level and may have some chance of averting an intruder-type incident in the school should one ever occur.

The Town Manager answered questions related to the grant application process, financial impact of the decision, law enforcement authority when one community lies in another legal jurisdiction (Waldo County), and whether there would be a need for another police vehicle if the position were approved.

The Committee also discussed other options which may be available to the school in order to meet at least part of the need for another resource officer, which could include contracting with the Town or Penobscot County for an officer to spend so many hours a week or month in the middle school(s). Councilor Sirois asked the Town Manager to have the Public Safety Director provide additional information for the meeting on Monday relative to any cost savings/avoided costs for the department that would be realized if the position were filled.

Councilor Sirois also discussed the fact that he had attended a District Safety meeting and was impressed with the team of people and the level of expertise present. He intends to attend these monthly meetings.

Public Comment - Resident Terry McAvoy spoke in opposition to the grant for a number of reasons including his belief that the need is not present, the grant should not have been applied for without Council permission, another vehicle would be needed if the grant went forward, and the cost of it is too high over the four year period. Based on a previous comment by the Public Safety Director that having a cruiser parked at the high school may be having somewhat of a deterring effect on the possibility of intruders - State Representative Duprey suggested that parking a cruiser at each school may be a deterrent to someone considering some kind of negative act.

Motion by Councilor Duprey, seconded by Councilor Ryder to recommend to the full council that the School Resource Officer grant be returned. Vote 4 – 2 (Brann, Shakespeare). Motion carried.

3. NEW BUSINESS - None
4. PUBLIC COMMENTS - None
5. COMMITTEE MEMBER COMMENTS – Councilors Ryder, Shakespeare and Duprey requested that several items be included on the next agenda:
 - a. Adding Fridays to construction/demo weekends
 - b. Looking into timber harvesting at the business park in advance of any development so that the Town could realize funds from that activity
 - c. Increasing transfer station decal fees from \$5 to \$20
 - d. Creating a tiered sticker fee system so that those who utilized the brush/construction demo/metal disposal areas paid a higher amount

The meeting was adjourned at 7:35 p.m.

Respectfully submitted,

Susan Lessard
Town Manager



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

MONDAY

DECEMBER 16, 2013

7:00 P.M.

Attending:

*Mayor Tom Brann
Councilor Carol Duprey
Councilor Bill Shakespeare
Councilor David Ryder
Councilor Greg Sirois
Councilor Ivan McPike*

*Town Attorney Tom Russell
Town Manager Susan Lessard
Town Clerk Denise Hodsdon
Public Safety Director Joe Rogers
Police Sgt. Dan Stewart
RSU #22 Superintendent Rick Lyons
Citizens*

The meeting was called to order by Mayor Brann at 7:05 pm.

A. CONSENT AGENDA – *Motion by Councilor Shakespeare, seconded by Councilor Duprey to accept the Consent Agenda. Unanimous vote in favor.*

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. July 15, 2013
- b. August 5, 2013

3. COMMUNICATIONS

- a. **Maine Municipal Association – 2013 Workers Compensation Fund Report**
- b. **Pat's Pizza – Victualer's License Renewal**

4. REPORTS

- a. **Finance & Administration Committee Minutes – 12/2/2013**
- b. **Planning & Development Committee Draft Minutes – 12/4/2013**
- c. **Infrastructure Committee Minutes – 12/11/2013**

B. PUBLIC COMMENTS – *There were none.*

C. POLICY AGENDA

1. PUBLIC HEARINGS – *There were none.*

2. NOMINATIONS – APPOINTMENTS – ELECTIONS – *There were none.*

3. UNFINISHED BUSINESS

- a. **Duties of Council Chair/Request for Public Apology – Kristen Hornbrook** – *Kristen Hornbrook of Main Trail said she felt that there were some procedural irregularities that occurred at the last Council meeting which resulted in an unpleasant situation between herself and the Councilor from the 2nd District, Mayor Brann. She requested a public apology from Mayor Brann. Following Council discussion and public comment, Mayor Brann said that he felt his actions of the last meeting were in order and that there would be no apology to Mrs. Hornbrook.*

- b. **School Resource Officer Grant Discussion – Councilor Sirois** – *At the last meeting Councilor Sirois had requested the time to research the need for an additional SRO and to do a cost analysis. After meeting with RSU #22 officials, he said has determined that there may be a need, but the question remains "how do we pay for this position" with the financial situation we are in right now. He said until the Town is in a better position financially, he cannot support adding a second officer at this time.*

Mayor Brann asked for public comment. No one spoke in opposition to the addition of a second officer. Several people spoke in favor of adding the second SRO suggesting that the benefits would outweigh the financial liability.

There was considerable discussion amongst the Council with some Councilors feeling there was a definite need for a second SRO and others wondering why the School Board had not even discussed funding the position if it was so important.

Motion by Councilor Duprey, seconded by Councilor Ryder to return the grant money. By roll call, vote on the motion was 4 in favor (Ryder, McPike, Duprey and Sirois) and 2 opposed (Brann and Shakespeare); motion carried.

- c. **Recognition – Richard Newcomb – Finance & Administration Committee Recommendation** – *Councilor Shakespeare noted that Hampden resident Richard Newcomb has done extensive historic research on Benjamin Wheeler and Hannibal Hamlin for the Town and the Historical Society and he would like to formally recognize Mr. Newcomb for his efforts at a future Council meeting. Motion by Councilor Shakespeare, seconded by Mayor Brann to recognize Mr. Newcomb with a letter and Key to the Town at a future meeting. Unanimous vote in favor.*

4. NEW BUSINESS

- a. **Whitcomb-Baker VFW Post 4633 – Annual Games of Chance License** – *Motion by Councilor Shakespeare, seconded by Councilor*

Town Council Meeting
December 16, 2103

Ryder to approve the annual games of chance license for the Whitcomb-Baker VFW Post 4633. Unanimous vote in favor.

- b. **New Year's Eve Hours** – *Motion by Councilor McPike, seconded by Councilor Ryder to close the Town Office at 2:00 pm on New Year's Eve. Unanimous vote in favor.*

D. COMMITTEE REPORTS

Infrastructure Committee – *Councilor Shakespeare reported that the committee met on December 11th and discussed the School Resource Officer grant.*

Planning & Development Committee – *The next meeting is Wednesday, December 18th at 6:00 pm.*

Finance Committee – *Manager Lessard reported that the committee discussed additional information regarding the School Resource Officer position and a personal property tax situation with Maine Trailer.*

- E. **MANAGER'S REPORT – 2013 Annual Report** – *A copy of the Manager's Annual Report is attached and made a part of the minutes. Manager Lessard also read her annual Holiday poem.*

F. COUNCILORS' COMMENTS

Councilor Duprey was disappointed that Mayor Brann refused to apologize to Mrs. Hornbrook. She felt the matter could have been handled in a more civilized way and hoped it would never happen again.

Councilor Shakespeare was disappointed that the School Resource Officer was on the agenda again. The Council had previously approved the grant and he questioned whether we would be re-visiting every decision the Council makes. He noted that this has been a challenging year for the Council and wished everybody Happy Holidays.

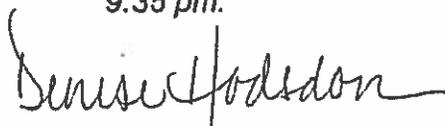
Councilor McPike thought this was an enlightening meeting and felt it was distasteful that the Mayor allowed personal feelings to come into play when a vote is taken.

Councilor Ryder commented that it has been an interesting year as Councilor for District 4. He said he has worked hard to do what some residents want, but still do what is best for the Town.

Councilor Sirois hoped that the School District would come back with a proposal as to how they will fund 75% of the School Resource Officer position. He said he understands that the Mayor is trying to keep control of meetings, but asked that it be done with respect.

Mayor Brann said he was sorry if other Councilors were upset with the situation with Mrs. Hornbrook. He said they were both at fault, but she was not offering an apology so he was not offering one either.

- G. **ADJOURNMENT** – *There being no further business, the meeting was adjourned at 9:35 pm.*



Denise Hodsdon
Town Clerk