

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

FEBRUARY 5TH, 2018

7:00 P.M.

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

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 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
 - b. Infrastructure Committee Minutes – None
 - c. Planning & Development Committee Minutes – January 3, 2018
 - d. Services Committee Minutes – None
- C. PUBLIC COMMENTS
- D. POLICY AGENDA

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

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

5. NEW BUSINESS

- a. Announcement of Finance Committee position regarding proposed RSU-22 Bond Referendum regarding replacement of turf athletic field
- 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*
- 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*
- d. Town Council approval of the proposed Retail Marijuana Moratorium – *referral from Planning & Development Committee*
- e. Executive Session – pursuant to 1 MRSA § 405(6)(E) – Confidential records

E. COMMITTEE REPORTS

F. MANAGER’S REPORT

G. COUNCILORS’ COMMENTS

H. ADJOURNMENT



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

TUESDAY JANUARY 16th, 2018 7:00 P.M.

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

Attending:

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

- Town Manager Angus Jennings
- Town Clerk Paula Scott
- Resident Connie Potvin
- Resident Andrea Beaulieu

Mayor McPike called the meeting to order at 7:00 p.m.

- 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. January 2nd, 2018 Council Meeting Minutes

3. COMMUNICATIONS

- a. Plaintiff’s Reply brief in the matter of Acadia Hospital Corp. v. Town of Hampden
- b. Council notification regarding the results of the Board of Appeals meeting held December 19, 2017

4. REPORTS

- a. Finance Committee Minutes – None
- b. Infrastructure Committee Minutes – None
- c. Planning & Development Committee Minutes – None

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

d. Services Committee Minutes – December 11, 2017

C. PUBLIC COMMENTS - None

D. POLICY AGENDA (motion to add to agenda acceptance of resignation of TM)

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

a. **Re-appointment of David Barrett to the Edythe L. Dyer Library Board of Trustees - referral from Services Committee – Councilor Marble made a motion, seconded by Councilor Sirois, to reappoint David Barrett to the Edythe L. Dyer Library Board of Trustees. Unanimous vote in favor, 7-0.**

b. **Appointment of two Interim Directors to the RSU 22 Board of Directors – referral from Finance & Administration**

1. **Faye Anderson**
2. **James Baines**
3. **Lester French**
4. **Joseph Pickering**

Councilor McAvoy made a motion, seconded by Councilor Marble, to appoint James Baines to the RSU Board of Directors as an Interim Director. Councilor Marble, Councilor Cormier, Councilor McAvoy, Councilor Wilde, Councilor Ryder and Mayor McPike voted in favor. Councilor Sirois voted in opposition. Motion carries, 6-1.

Councilor McAvoy made a motion, seconded by Councilor Marble, to appoint Joseph Pickering to the RSU Board of Directors as an Interim Director. Unanimous vote in favor, 7-0.

Councilor Marble explained for the public watching, that all candidates were previously interviewed by Committee members. He thanked all the candidates for their interest in serving.

c. **Warrant and Notice of Election for RSU-22 Bond Referendum – The Town Clerk explained that this countersigning of the Warrant and Notice of Election is just a procedural requirement to call the election. The Manager stated that it does not signify an endorsement of content.**

Mayor McPike stated that he had the Warrants with him and that all Councilors would need to make sure they signed before leaving at the end of the meeting.

4. OLD BUSINESS

5. NEW BUSINESS

- a. **Recommend Council authorization for the expenditure in the amount of \$1,270.00 from the Marina Reserve (3-773-00) for the purpose of paying the remaining amount of Hampden's contribution to complete the floating dock – referral from Finance & Administration Committee – Councilor McAvoy made a motion, seconded by Councilor Marble, to authorize the expenditure of \$1,270 from the Marina Reserve for paying for the remainder of the floating dock. Unanimous vote in favor, 7-0.**
- b. **Recommend Council authorization for the expenditure in the amount of \$1,460.00 from the IT Computer Reserve (3-711-00) for the purpose of replacing the LCD projector – referral from Finance & Administration Committee – Councilor McAvoy made a motion, seconded by Councilor Marble, to authorize the expenditure of \$1,460 from the IT Computer Reserve for replacing the LCD projector. Unanimous vote in favor, 7-0.**

E. COMMITTEE REPORTS

Infrastructure Committee - Councilor Cormier reported that the next Infrastructure meeting will be on January 22nd.

Planning & Development Committee – Councilor Ryder reported that at the January 3rd meeting, members were updated on the Fiberight/MRC project and that now Cianbro is leading the project. Members met with Joel Musson to review the draft proposal to the amendments to the Business Park covenants. Members were updated on the status of the Zoning Ordinance amendments and discussed goals going forward.

Services Committee – Councilor Marble reported that 6 members of the Town Council met as the Services Committee. He reported that they approved December's minutes and referred the reappointment of David Barrett to the library board. He stated that while the Manager had followed through with the directive to put together an RFQ for the purpose of comparing new cost estimates for engineering and permitting on the Lura Hoit Pool site, and municipal building site, the Committee then deadlocked on acting on this work. The Committee reached no majority decision on the consideration of a possible non-binding referendum for the purpose of gauging public support for recreational fields and facilities.

Finance & Administration – Councilor McAvoy reported that items discussed in

Finance Committee were acted on tonight, which were the appointment of two interim RSU Board members, and the authorization for expenditures.

- F. MANAGER'S REPORT** – *Manager Jennings reported that a request for proposal was sent out to prospective vendors to diagnose the extent of the mold situation and to recommend a scope for remediation. He also stated that our insurer, MMA, did not find an insurable cause of loss other than a relatively minor leak in the roof over the town office counter. We expect that working with the prospective vendor and industrial hygienist will give us the picture of the extent of the problem. Goal Setting for FY19 has been set for February 10th. This is a kick off to the budget process but is primarily focused on policy objectives. He reported that he would be meeting with Chairman Cormier of the Infrastructure Committee to review the results of the CCTV (closed circuit) of sections of the sewer that were prioritized as sections where MDOT is slated to rebuild in the next 2-3 years. Once they are rebuilt, we can't touch them for five years. That there were issues did not come as a surprise due to the age of the infrastructure, but the extent of some of the issues definitely need some attention. This will be discussed further in Infrastructure Committee. He reminded that there is an RSU election coming up on turf and lighting replacement and that they will be holding a public hearing on it tomorrow night. He then extended well wishes to Pool Director Darcey Peakall who slipped and fell in front of the pool this morning and was taken by ambulance to the hospital. It appears she will be fine, but may be out for a few days. He wished her a speedy recovery.*
- G. COUNCILORS' COMMENTS**
Councilor Marble – Statement read by Councilor Marble is attached to these minutes as Exhibit A
Councilor Cormier – No comment
Councilor McAvoy – Reminded everyone to shop local and buy American. He wished Hampden a good night
Councilor Ryder – No comment
Councilor Sirois – No comment
Councilor Wilde – No comment
Mayor McPike – No comment
- H. ADJOURNMENT** – *With no further business, the meeting adjourned at 7:25 p.m.*

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk

Exhibit A

For Councilor Comment January 16th

As I reported earlier this evening, The Town Council, convening as the Services Committee last week, failed to endorse an initiative suggested by the same Committee the previous month. The December discussion had focused on the idea of modifying a previous Request for Proposals concerning permitting for parking and potential additional fields, and instead putting out a Request for Qualifications. The goal was to make it simpler in an effort to engage smaller engineering firms and hopefully see less expensive bids.

I found the vote baffling. As I just stated, what was on the table for consideration was a simple validation of the work done by the Town Manager that we had tasked him with the previous month. This was not a motion about spending more money, but trying to spend less. This was not a motion that would have bound the Town to a future course or plan. This was not about deciding on a particular version or layout of possible future recreational facilities, or even additional parking.

Some statements offered by Councilors opposed to publicizing this RFQ were that things should be done in phases, and that this one step was in fact a sort of domino tile which, if issued, would in fact commit Hampden taxpayers to something in the near future that would cost millions of dollars. Any objective analysis would find both of these positions to lack any substance.

But what concerned me the most is that the Committee showed a lack of respect for both Town staff and citizen volunteers, and complete disregard for a Recreational Plan presented to and accepted by the Council a couple of years ago.

Changing the Town Manager of a task already in the works, & then ignoring his effort, leads to a breakdown of trust.

Government that fails to take advantage of assets provided by professional staff and which ignores the will of people invested in the community is not good government. I hope this Council reflects and takes steps to provide better leadership.

B-3-a

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
email: info@hampdenmaine.gov

January 8, 2018

Danny Costa
DMCP Group, DBA Dunkin' Donuts
289 Great Rd. #307
Acton, Ma 01720

RE: Victualer's license for Dunkin' Donuts

Dear Sir/Madam:

Your application for your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Paula
Town

Encl

VICTUALER'S LICENSE CERTIFICATE

No. 18-01

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: Jan. 7, 2018

KNOW YE, that Danny Costa, doing business as Dunkin Donuts has been duly licensed as a Victualer at 76 Main Rd N in the Municipality of Hampden by said Municipality until 01/07, 2019, and has paid to the Municipal Treasurer the fee of One hundred Dollars (\$100.00).

Authorized Municipal Officer CODE ENFORCEMENT OFFICER



Department of the Secretary of State

B-3-b

Bureau of Corporations, Elections and Commissions

Matthew Dunlap
Secretary of State

Memorandum

Julie L. Flynn
Deputy Secretary of State

To: Municipal Clerk
From: Heidi Peckham, Assistant Director of Elections
Date: January 12, 2018
Re: Local Election Survey

The People's Veto Petition currently circulating, *An Act to Implement Ranked-choice Voting in 2021*, may result in the implementation of ranked-choice voting for the June 12, 2018 Primary Election, so this office must prepare for this possibility for June.

If implemented, ranked-choice voting will affect certain contests on the ballot (U.S. Senate, Governor, U.S. Congress, State Senate and Representative to the Legislature), but not others (county contests). The programming for the DS200 will be much more complex to accommodate both plurality contests and the ranked choice contests, which must include all ranking combinations.

Many municipalities opt to program local elections on their DS200's, either as local only coding or combined coding with the state ballot. If implemented, ranked-choice voting will affect the options available for local programming, due to the complexity of the new system.

Ranked-choice voting will not allow for combined programming with the state election for either the DS200 or the ExpressVote AVS. Election Systems & Software will still offer coding services for your local elections, but you will not be able to "piggyback" local ballots with the State Primary ballots as in the past.

- Municipalities with multiple DS units would still code their local elections, but would need to designate specific machines to accept the state ballots and specific machines to accept local ballots. If necessary, additional units would be available for a one time rental fee from ES&S.
- Municipalities with only one DS unit would have three options:
 1. A local only memory stick would be coded and the local only ballots would be put in a ballot box and run through the DS200 by election officials after all the state ballots are tabulated.
 2. A second DS unit would be available for a one time rental fee from ES&S.
 3. The local ballots would be hand-counted.

In order to determine the number of towns anticipating local elections on June 12, 2018, please complete the *Local Election Survey* on the reverse of this memo.

- If you do not expect to have a local election on 6/12/18, you will simply answer questions 1 and 2, complete the bottom signature section and submit to this office.
- If you do expect to have a local election(s) that will require coding, please complete the entire survey and submit to this office by the deadline.

Please submit this Local Election Survey by January 19, 2018

By email (cec.officials@maine.gov) or fax 287-6545 or 287-5428
(Please enter "Local Election Survey" on the subject line)

RETURN

Penobscot County, ss.

State of Maine

TO: The School Board of Regional School Unit No. 22

January 4, 2018

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the municipal clerk of the Town of Hampden, an attested copy of this warrant and notice of election, directing the municipal officers of said municipality to call a Regional School Unit No. 22 referendum at said time and place and for the purposes therein stated.

David Greenier

David Greenier
Resident of
Regional School Unit No. 22

RETURN

Penobscot County, ss.

State of Maine

TO: The municipal officers of the Town of Hampden

I certify that I have notified the voters of the Town of Hampden of the time and place of the Regional School Unit No. 22 referendum by posting an attested copy of the within warrant and notice of election as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION OF POSTING</u>
<u>Jan. 17, 2018</u>	<u>3:30</u>	<u>Town office bulletin board</u>
<u>Jan. 17, 2018</u>	<u>3:30</u>	<u>Town of Hampden Website</u>
<u>Jan 18, 2018</u>	<u>1:00</u>	<u>Hampden Post office</u>
<u>Jan 18, 2018</u>	<u>1:10</u>	<u>Hannaford Public Sign board</u>

being public and conspicuous places in said municipality and being at least seven days next prior to election day.

Dated at the Town of Hampden: Jan. 18, 2018

Paula A. Scott

Paula Scott, Clerk
Town of Hampden, Maine



Paul R. LePage
GOVERNOR

STATE OF MAINE
OFFICE OF THE GOVERNOR
1 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0001

B-3-d

Town of Hampden
RECEIVED

JAN 30 2018

Office of the
Town Manager

Dear Citizen of Hampden:

For the past seven years as your Governor, my priority has been to make Maine—our people—prosper. Helping you keep more money in your wallet by reducing taxes has been part of that mission.

Too many Maine families are facing skyrocketing property taxes that strain household budgets. Our elderly on fixed incomes are particularly vulnerable to these increases. School budgets are often blamed for annual increases in property taxes. But there's another reason. A tremendous amount of land and property value has been taken off the tax rolls, leaving homeowners to pick up the tab.

As of 2016, towns and cities owned land and buildings valued at nearly \$5.5 billion statewide. Large and wealthy non-profits, such as hospitals and colleges, often escape paying property taxes on their vast real estate holdings—totaling more than \$5.1 billion statewide.

In Maine, nearly 2.5 million acres of land have been set aside for conservation by the federal and state governments and non-profit organizations, including land trusts. Municipalities are losing out on property taxes on an estimated \$2 billion in land that has been either removed from the tax rolls or prohibited from development—shifting the cost of municipal services to local homeowners through higher property taxes.

It's time to recognize the results of taking property off the tax rolls and identify solutions to reduce the burden on our homeowners. My administration's proposals have been met with staunch resistance.

In 1993, about 35,800 acres of land were documented as land-trust owned. That number has increased by an astonishing 1,270 percent. Land trusts now control over 490,000 acres with an estimated value of \$403 million. We must restore the balance. We will be working this session to ensure all land owners are contributing to the local tax base. It's time for them to pay their fair share.

I encourage you to ask your local officials how much land in your municipality has been taken off the tax rolls, as well as how much in tax revenue that land would have been contributing today to offset your property taxes.

If ever I can be of assistance to you or if you have any questions or suggestions, I encourage you to contact my office by calling 287-3531 or by visiting our website at www.maine.gov/governor.

Sincerely,


Paul R. LePage
Governor



PRINTED ON RECYCLED PAPER

TTY USERS CALL 711
www.maine.gov

Memo

To: Hampden Town Council
From: Barbara Geaghan, Tax Collector
cc: Angus Jennings, Town Manager
Date: January 18, 2018
Re: Delinquent Tax Rates

Attached is the Delinquent Tax Rate established by State of Maine Treasurers' office for 2018, and prior years.

The established rate has increased by 1% for the 2018 year.

Title 36, M.R.S.A Section 505.4 grants municipalities the authority to determine the rate of interest that shall apply to taxes that become delinquent.

Maine Office of the Treasurer

Home → Revenue Sharing → Delinquent Tax Rates

Delinquent Tax Rates

Municipalities may, by vote, determine the rate of interest that shall apply to taxes that become delinquent during a particular taxable year until those taxes are paid in full. The maximum rate of interest that can be charged per Title 36, M.R.S.A. Section 505.4 is as follows:

Taxable Year ***Maximum Rate***

2018	8.00%
2017	7.00%
2016	7.00%
2015	7.00%
2014	7.00%
2013	7.00%
2012	7.00%
2011	7.00%
2010	7.00%
2009	7.00% up to 9.00%
2008	11.00%
2007	12.00%
2006	11.00%
2005	7.75%
2004	6.50%
2003	7.00%
2002	6.75% up to 8.75%
2001	11.50%
2000	10.75%
1999	10.00%
1998	10.75%
1997	10.50%
1996	10.75%
1995	10.75%
1994	10.00%
1993	10.00%
1992	10.00%
1991	12.00%

If you have any questions about this information, please feel free to contact my Office.

Credits

Copyright © 2010
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TO: Councilors
FROM: Faye Anderson

RE: RSU 22 Board of Directors Interview
DATE: January 30, 2018

I want to begin by thanking you for meeting with me regarding the Board of Director's Position for RSU 22. I wish I had realized that the interview would be informal and conducted along with the other candidates. Had I known, I would have written my responses with greater detail sharing my goals and desires for being on the board. I was truly not used to being interviewed in this manner. I am sure that the candidates you chose will do a great job for the community and the schools.

I did have a few concerns that I would like to bring to your attention. I suggest that in the future you perhaps meet with the candidates individually. I was surprised that there were not designated questions that were going to be asked of each of us to give you a better understanding of each of our strengths and weaknesses for the position. I was slightly uncomfortable being interviewed in this manner.

Additionally, a statement was made at the end of the questioning that truly disturbed me. A councilman shared that he would not vote for anyone to be on the School Board that had previous experience in education. I was confused and disheartened by this statement. This situation would be similar to having a business forum and stating that no businessman could participate due to the fact that they presently have a business in the community. Or perhaps councilmen could not be re-elected due to the fact that they have already been on the council regardless of their accomplishments. I know some people believe that all educators are simply out for more money without regard for the taxpayers of the communities. That is a false belief. I am a professional and had hoped to be treated in that manner. If we truly want what is best for the youth of our community why not seek someone who has a clear understanding of initiatives happening at the state and national level and has a clear understanding of the developmental needs of children. That does not always translate to more money but instead to effective use of the funds that we already have. There are many ways to make changes without added costs. It truly felt that the decision as to who would be put forth to the full board had already been made prior to the meeting. I hope that I am wrong with that assumption.

Finally, if at any point you feel you would like to discuss this further, please feel free to contact me. I would welcome a conversation. I know that being a councilman is a demanding position. If at any point you feel my education and experience can be beneficial to our community, please let me know. Thank you for taking the time to read my concerns.

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, December 18th, 2017

MINUTES

Hampden Town Office

Attending:

<i>Councilor Dennis Marble, Acting Chair</i>	<i>Town Manager Angus Jennings</i>
<i>Councilor Mark Cormier</i>	<i>Town Clerk Paula Scott</i>
<i>Mayor Ivan McPike</i>	<i>Public Safety Director Joe Rogers</i>
<i>Councilor Stephen Wilde</i>	<i>CEO Myles Block</i>
<i>Councilor Terry McAvoy</i>	<i>Firefighter Matt St. Pierre</i>
<i>Councilor David Ryder</i>	<i>Firefighter Chris Leopold</i>

Councilor Marble called the meeting to order at 6:00 p.m.

1. Meeting Minutes

- a. **December 4, 2017** – *Motion by Councilor Ryder seconded by Councilor McAvoy to approve the minutes. Approved 6-0.*

2. Review & Sign Warrants – *Warrants were reviewed and signed.***3. Old Business**

- a. **Recommend approval of the proposed amendments to the Transfer Station Decal Issuance Policy** – *referral from Services Committee* – *Councilor Marble summarized the proposed changes. Motion by Councilor McAvoy seconded by Councilor Wilde to recommend approval. Motion passed 6-0.*
- b. **Recommend approval of the proposed amendments to the Transfer Station Rules and Regulations** – *referral from Services Committee* – *Motion by Councilor McPike seconded by Councilor McAvoy to recommend approval. Motion passed 6-0.*

4. New Business

- a. **Recommend Council authorization for a budget adjustment of the FY18 budget, to transfer the amount of \$100,000 from Overlay into the Municipal Building Reserve (3-702-00)** – *Manager Jennings summarized the packet materials, including the two options set out in his memo: to engage an industrial hygienist to conduct their own evaluation and recommend a scope of work for remediation, which would then be used to invite pricing from vendors; or providing prospective vendors access to the building and invite*

them to propose scope and budget. Mayor McPike said he'd be in favor of finding a third party to lay out a scope for others to bid on, and he emphasized that the scope should include recommendations to ensure that we would prevent future reoccurrence. Councilors McAvoy, Marble and Ryder agreed. Councilor Ryder asked if we were going to proceed with the second phase of the public safety flooring. Manager Jennings said yes, it was budgeted, and we may be able to coordinate the timing of that work to follow any remediation. He also said that he's working with the DPW Director on preventive measures, referring to work that's recently been commissioned including adding timers to the ventilation in the downstairs shower, adding dehumidification, and improved O&M practices. Motion by Mayor McPike seconded by Councilor McAvoy to recommend a budget adjustment to transfer \$100,000 from Overlay into the Municipal Building Reserve. Motion passed 6-0.

- b. Recommend Council authorization for the expenditure of an amount up to \$100,000 from the Municipal Building Reserve (3-702-00) for the purpose of paying for mold remediation and related expenses –** *Motion by Mayor McPike seconded by Councilor McAvoy to recommend authorization of up to \$100,000 from the Municipal Building Reserve. Councilor Marble asked Manager Jennings whether, if more funds are transferred than end up being necessary, could those be transferred back to Overlay by a vote of the Council. Manager Jennings said yes. Manager Jennings said that, with the direction we're now heading to engage an industrial hygienist, this can be accomplished with well less than the requested authorization, but that authorizing the funds now would allow any subsequent invitation for prices for remediation. The Councilors agreed to leave the amount as is, and Manager Jennings clarified that any services costing more than \$10,000 would be brought to the Council for authorization before the Manager signs a contract. The motion passed 6-0.*
- c. Recommend Council authorization for waiver, pursuant to Sec. 4(a) of the Bid Procedure for Public Purchasing, to allow for the procurement of mold remediation and related expenses using a quotation system instead of an Invitation for Bids, to reduce the bidding cost and the amount of time needed for completion –** *Based on the approach set out above, it was agreed that the work scope prepared by the industrial hygienist will help us decide how to go. Because the Council will convene again before the Town is in a position to award a remediation contract, it was agreed that this item would be tabled and revisited in the future.*

- d. **Recommend Council authorization for the expenditure of \$1,000 from the Matching Grant Reserve (3-780-00) for the purpose of paying Hampden's portion of a Safety Enhancement Grant for two SCBA masks – requested by Lieutenant Lundstrom – Fire fighter Matt St. Pierre represented that the equipment would include heat sensing within the masks. Manager Jennings reported a current balance in the reserve account of \$20,188. Councilor Marble said we'd be paying 1/3 of the cost with the MMA grant picking up 2/3. Motion by Councilor Wilde seconded by Councilor McAvoy to recommend Council authorization of the requested reserve funds. Motion passed 6-0.**
- e. **Recommend Council authorization for the expenditure of \$4,036 from the Environmental Trust, Principal for the purpose of reimbursement of eligible landfill post-closure monitoring expenses – referral from Environmental Trust Committee – Mayor McPike summarized last week's meeting of the Trust Committee, noting that the expense proposed for reimbursement was for Drumlin LLC's work, which is an eligible use of Principal funds. Motion by Mayor McPike seconded by Councilor Wilde to recommend Council authorization for the expenditure in the amount requested. Councilor McAvoy asked if this is paid from accrued income but Mayor McPike said no it's principal, and discussed the eligible uses of both Principal and Income under the terms of the Trust. Manager Jennings noted that the backup invoices and the Trust's financial statements were not included in the Finance packet, but had been included in last week's Environmental Trust Committee packet and are viewable online. The motion passed 6-0.**
- f. **Recommend Council authorization for the expenditure of \$1,275.95 from the Environmental Trust, Income for the purpose of reimbursement of eligible stormwater management expenses – referral from Environmental Trust Committee – Motion by Mayor McPike seconded by Councilor McAvoy to recommend Council authorization to reimburse stormwater management expenses in the requested amount. Councilor Ryder asked why Patterson Road expenses were included since this is outside the MS4 regulated area, but Manager Jennings said that all stormwater management costs – not just for MS4 compliance – have been run through this budget category, and that the approved budget projects Trust reimbursement of the full costs in that budget category. The motion passed 6-0.**
- g. **Recommend Council authorization for waiver, pursuant to Sec. 4(a) of the Bid Procedure for Public Purchasing, to allow for the procurement of a replacement dock at the Marina using a quotation system instead of an Invitation for Bids, due to a**

limited number of qualified vendors – *Manager Jennings summarized the goal of contracting with Custom Floats, which had been determined to be the most qualified and most advantageous vendor last spring, when the Town was working closely with Hamlin’s Marine and with Harbor Master Peter Neal to prepare the grant application. He noted that, because the cost is expected to be greater than \$10,000, this would be brought back to the Council once a formal price quote is received. The Committee members were comfortable with this approach, and expressed gratitude for the volunteer and pro bono efforts on the part of the Harbor Master and Hamlin’s Marine, as well as the work of town staff. Motion by Mayor McPike seconded by Councilor McAvoy to recommend Council authorization to waive the Bid Procedures for Public Purchasing. Motion passed 6-0.*

h. Recommendation to Town Council regarding re-appointment of Lowell Sherwood to the Board of Assessment Review – *Motion by Mayor McPike seconded by Councilor McAvoy to recommend Council re-appointment of Lowell Sherwood. Motion passed 6-0.*

i. Recommend an abatement of a portion of third quarter sewer charges for resident Seren Bruce at 29 Sunrise Lane – *Manager Jennings summarized the packet materials. Councilor Ryder suggested including an insert regarding summer meters in an upcoming sewer bill and Manager Jennings agreed this makes sense. Motion by Councilor Wilde seconded by Councilor McAvoy to recommend Council authorization of a sewer abatement in the amount recommended in the Manager’s memo. Motion passed 6-0.*

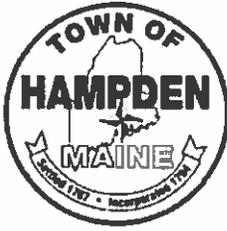
5. Public Comment – *None.*

6. Committee Member Comments – *Manager Jennings noted that he had conferred with Chairman McPike and, due to the holidays and there being no items that require Committee action at this time, there would be no meeting of the Infrastructure Committee in December.*

7. Adjournment

There being no further business, the meeting was adjourned at 6:45 PM.

Respectfully submitted –
Angus Jennings, Town Manager



Town of Hampden
Planning and Development Committee
 Wednesday January 3, 2018, 6:00 pm
 Municipal Building Council Chambers
Minutes

Attending:

Committee/Council

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

Staff

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

Public

Eric Ellingwood

Chairman Ryder called the meeting to order at 6:01 pm.

1. Chairman Ryder noted the minutes from the December 20, 2017 meeting will be taken up for approval at the January 17, 2018 meeting.
2. Committee Applications: None
3. Updates: (taken up out of order)
 - a. *MRC/Fiberight*: Manager Jennings said there has been no new information the last couple of weeks, and noted the next conference call with DEP is scheduled for Monday.
 - b. Staff Report:
 - Planner Cullen and Manager Jennings reported on the progress for the Down East Magazine advertorial which will be published in the March issue. It was noted we'll receive a pdf version that we can post on the town's website.
 - Planner Cullen noted the contract will be awarded soon for the purchase of the floating dock, and it is anticipated the new dock will be ready for installation at the normal time in the spring.
 - Planner Cullen noted only one application has been submitted for Planning Board approval, and the applicant has requested it be on the March Planning Board agenda.
 - Planner Cullen and Manager Jennings noted the MEREDA conference this year is in Portland and although it has been suggested it would be a good opportunity for us to connect with the economic development community, after reviewing the agenda for

the conference we both feel it is not in the town's best interest for us to take a day from work to attend. All councilors were invited to attend.

- Planner Cullen handed out draft maps of the proposed Coldbrook Corners TIF district and asked for confirmation of the boundaries. It was agreed that the district should include the Coldbrook Road right-of-way from Route 1A to I-95. It was also agreed to keep the one single-family residential parcel on the south side of Coldbrook Road in the district, due to potential change of use from residential to commercial. It was also confirmed to include the entire Southstreet parcel as it currently exists. Manager Jennings noted the final working draft of the TIF program will be on the agenda for January 17.
- Manager Jennings noted we are continuing to work on landing a major development in the business park. The opportunity seems promising and exciting, and there is potential they could be breaking ground this spring

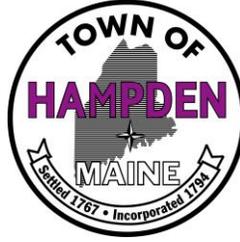
4. Old Business:

- a. Hampden Business Park Covenants. Noel Musson of Musson Associates met with the committee to discuss the redlined draft of the covenants. He said the general philosophy is to remove items that are redundant with zoning, but to retain items that will protect the interests of the owners in Phase 1 who purchased with specific expectations for future development of the park. Key points of discussion were:
 - i. anything related to building or building design probably should be in the zoning, and the language in the covenants may be modified with that transition.
 - ii. In regards to architectural standards along Route 202, may have zoning worded such that any development within "x" feet of Route 202 must meet the standard.
 - iii. The deeds reference the covenants as of a specific date; these may need to be changed so the modified covenants govern.
 - iv. The subdivision plan will also need to be modified and approved by the Planning Board since the easements along the property lines are proposed to be eliminated.
 - v. The language in section 3.9.a regarding lots purchased for speculation will be retained, although several sections with related language will be reworked to be clear and concise. Basically these sections address the requirement for development to take place within two years of land purchase. There are two schools of thought on this issue: the town ought not prevent private parties from owning land without developing it, and the town has an interest in ensuring development takes place and the land doesn't sit fallow. The majority of the committee agreed that since the town owns the land now, and there is an interest in getting businesses in the park, it makes sense to retain the language. It was noted there is language in the covenants to allow an extension to the two year requirement for good cause.
 - vi. Noel Musson addressed a question on stormwater management, noting that the subdivision approval and DEP permit specify the areas on each lot that can be developed with impervious surfaces.

- vii. The next step in this process will be to hold a meeting with Noel, David Hughes of Epstein Commercial Real Estate, a representative of Sargent Corp, and staff to review the details of the standards in the covenants.
5. New Business: None.
6. Zoning Considerations/Discussion: Planner Cullen gave a brief review of her memo on the status of the zoning ordinance amendments, noting that the work on Article 3 is progressing well and she is working with the Planning Board to review the proposed changes. Shoreland zoning is also under review but will entail not only the text, which requires more work than simply adopting the state's guidelines, but also the map, which will entail careful review in light of base map modifications made by the state
7. Citizen Initiatives: None.
8. Public Comments: Eric Ellingwood was present and asked a number of questions related to various topics, including installation of plaques on a couple of historic structures, the Western Ave. sidewalk, the recent land swap at Ammo Park, development and zoning on Route 1A north of the R&K Variety store, the road work and sidewalk on Route 1A, the use of the "LL Bean" parcel as a town forest (it will be used for commercial development as that's why the town purchased it), regulations on unconventional buildings or "off grid" living, and the basics of tax increment financing districts.
9. Committee Member Comments: Councilor McPike asked if the committee could address the idea of producing marketing materials for the business park. After discussion, the consensus of the committee was to direct Manager Jennings to begin working on this – likely to include a brochure and a page on the town's website.
10. Adjournment: Motion to adjourn at 8:06 pm by Councilor McPike; seconded by Councilor Marble, carried 6/0/0.

*Respectfully submitted by
Karen Cullen, Town Planner*

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Finance Committee
FROM: Angus Jennings, Town Manager
DATE: February 1, 2018
RE: February 6, 2018 Referendum re RSU-22 Turf Field Replacement

As was initially discussed at the Finance Committee meeting on December 4, RSU-22 is seeking voter authorization to borrow for the purpose of replacing the turf field at Hampden Academy, including new LED lighting. The referendum will be held this Tuesday, February 6th.

Supporting documentation is enclosed. Public forums regarding the proposal have been held, and have been attended by representatives of the Town Council, the Recreation Department, and the Recreation Committee.

Mayor McPike has recommended that the Finance Committee discuss this proposal and take a position regarding whether the Council will recommend support or opposition. It is anticipated that the Committee's recommendation would be announced at the Council meeting later that evening.

Assistant Superintendent Regan Nickels will attend Monday's meetings to present the proposal, and to respond to questions that may arise.

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24 Main Road North, Hampden, ME 04444

January 2018



Assistant Superintendent Regan Nickels discussed the turf replacement project at the January 17th Public Forum.



About 75 people attended the Public Forum at the Hampden Academy Performing Arts Center Balcony on January 17th to learn more about the turf replacement project and the February 6th referendum.

Bond issue for artificial turf replacement in RSU 22 goes to voters in Feb. 6 referendum

Voters in the four RSU 22 towns of Hampden, Newburgh, Winterport, and Frankfort are being asked in a referendum on Tuesday, February 6th, whether they will authorize the School Board to borrow up to \$850,000 to replace the turf field at Hampden Academy and upgrade the field lighting.

Polls will be open from 8 a.m. to 8 p.m. in all four towns.

The turf replacement is needed because the existing artificial turf

is 14 years old—about 4 to 6 years beyond its normal useful life of 8 to 10 years—and the turf has deteriorated to the point where safety is becoming a concern.

Regan Nickels, Assistant Superintendent for Business and Operations, said the turf has gradually become less resilient due to the loss of infill because of use and weather, compaction of the remaining infill, and the breakdown of the synthetic fibers.

In addition, the field is showing wear spots in certain areas, and the lines on the field are sinking, which can cause balls to bounce erratically in field hockey and softball, as well as providing a tripping hazard.

If the bond issue is approved by the voters, the RSU will have until February 14 to file an application for the bonds from the Maine Municipal Bond Bank, which would issue the bonds in May. The turf

replacement project would begin when school is out in June, with the new turf and potential lighting upgrade being installed in July and August.

If the bond issue is rejected by the voters, RSU 22 will continue to evaluate the safe use of the turf field for football, girls soccer, boys soccer, field hockey, and softball. If the field is deemed unfit for play as the 2018-19 seasons unfold, the district would

(Please turn to page 2)



Adie Hughes, girls soccer.



Grace Bennett, Natalie Sicard, and Bailey Anderson, field hockey and softball.



Brady Lobdell, football.



Eliot Small, boys soccer

RSU 22 voters to decide on turf replacement at Feb. 6 bond issue referendum

(Continued from page 1)
need to consider options. Identifying and leasing field space in other districts would be an immediate step. If the turf field isn't replaced, Mrs. Nickels said the district would eventually have to explore potential construction of separate fields for those sports, which would probably require purchasing land on which to locate the new construction. In addition, she said proper maintenance of four grass fields would cost about \$67,000 a year, or about \$900,000 over a 12-year period.

"We're concerned that if we go too far with the existing turf field, we may see such severe deterioration that we won't be able to have students on the field, because it won't be fit for play," she said. "In football, for example, we have students on the ground on every play because that's the nature of football. We want to have our children playing on a field that's resilient enough so they can do it safely."

The project will include up to \$750,000 for replacement of the artificial turf field, along with a predicted \$150,000 for upgrading of the field lighting at Hampden Academy. A 10% contingency will bring the total budget estimate to \$985,000.

In addition to the bond issue of up to \$850,000, the project will receive funding from the RSU 22 Field Maintenance Reserve Fund, which currently has about \$110,000 (from collecting 50% of athletic gate receipts since 2009). Mrs. Nickels said the district is also looking at the possibility of additional funding from grants and/or naming rights. A total of \$21,000 in field rental income has been contributed to the school district's general fund over the years.

Looking forward, Mrs. Nickels said the district is planning to continue to allocate 50% of gate receipts to the Field Maintenance Reserve Fund, and to raise additional funds for future turf replacement through a combination of an athletic

Referendum Question - Feb. 6, 2018 Hampden, Newburgh, Winterport, Frankfort

Do you favor authorizing the School Board of Regional School Unit No. 22 (the "RSU") to issue bonds or notes in the name of the RSU for minor capital projects in an amount not to exceed \$850,000 for the purpose of a multi-purpose field turf replacement and field lighting upgrade project at Hampden Academy?

The RSU 22 Board of Directors recommends a "YES" vote.

signage campaign, annual service contract revenues, grant funding, and naming rights.

She says there are multiple signage venues in the district, and that the revenue potential from a signage campaign could be \$100,000 per year or more—enough to cover most of the cost of future turf replacement.

The turf field gets a lot of use throughout the year. Hampden Academy schedules 50 to 60 regular season games and 25-30 preseason and/or playoff games. Regular season games include five varsity football games, 36 varsity and JV soccer games, 8 field hockey games, and 16 varsity and JV softball games. In addition, the field is used by Reeds Brook and Wagner middle schools for football and soccer, as well as Bronco Youth Football, Coldbrook Travel Soccer, Hampden Recreation, area youth soccer groups, and local high schools that need a dry field on which to play games.

Since 2011, Hampden Academy has hosted at least 44 state or regional championship soccer and field hockey games on the turf field. No other outdoor facility in the state comes close to supporting the Maine Principals Association to that extent during that time frame.

Mrs. Nickels noted that the turf field is used for five sports—football, girls soccer, boys soccer, field hockey, and softball—and that a grass field wouldn't be able to support the wear and tear of that

degree of continuous use, especially given the added use by all of the outside groups that use the field.

About 75 area residents attended the referendum public hearing on the evening of Wednesday, January 17th at the Hampden Academy Performing Arts Center Balcony. Among those who spoke at the forum were several residents who wondered why the district hadn't set aside funds for the turf replacement and whether another bond issue will be required after the new turf field wears out, along with several Hampden Academy students who said what playing on the turf field meant to them.

One of the speakers said that when the turf field was originally installed in 2003, the project was spearheaded by two local businessmen and Hampden Academy graduates—Danny Lafayette and Herb Sargent—along with a group of parents who made multi-year pledges to support the project. She pointed out that the Lafayette-Sargent group had proposed taking 50% of gate receipts and setting them aside in a fund for field maintenance and eventual turf replacement. The Field Maintenance Reserve fund was created in 2009.

Adie Hughes, a member of the

HA girls soccer team, told the public forum that playing on the turf field brings people together and gives HA teams an advantage.

"The turf field brings us together when we play on the field and when we watch other teams play," she said. "It brings teams from all over the state to Hampden."

She said she plays on several travel soccer teams, and "they all want to play on the turf at Hampden Academy."

Grace Bennett, Natalie Sicard, and Bailey Anderson spoke on behalf of the field hockey and softball teams. Grace said the turf field gives the field hockey team the luxury of being able to play when other fields aren't ready due to weather. She said it also generates a much faster game.

Bailey said the lines on the field have sunk over the years, which creates a safety issue. "When the ball hits the line, it can bounce in different directions," she said. "This is dangerous for the players in both field hockey and softball."

Boys soccer player Eliot Small said the soccer teams are very proud of the sports facilities at Hampden Academy, and the community as a whole benefits, because everyone can use the fields and "generate memories to last a lifetime."

Brady Lobdell said he had been playing football on the turf field since he was in 3rd grade, but in the last couple years it's gotten harder—something he's noticed because "in football you tend to be on the ground a lot." He said new turf would be great for football. "I would appreciate it, and the other members of the team would appreciate it."

The RSU #22 Board of Directors recommends a "Yes" vote on Tuesday February 6th.



Link-22

RSU 22 • Hampden • Newburgh • Winterport • Frankfort 24 Main Road North, Hampden, ME 04444

is published by Maine Regional School Unit No. 22 for the citizens of Hampden, Newburgh, Winterport, and Frankfort.

Richard A. Lyons, Superintendent of Schools

David C. Wollstadt, Editor (www.SchoolNewsletters.net)

Maine Regional School Unit No. 22
24 Main Road North, Hampden, ME 04444

207-862-3255

www.rsu22.us

RSU 22 Kindergarten and Pre-K Registration

Hampden/ Newburgh Kindergarten and Pre K registration @ McGraw School, February 6 from 4-6:30 and February 9 from 9:30-2:30.

Winterport/Frankfort Kindergarten and Pre-K Registration @ Smith School, February 8 from 12:00-5:00.

* * *

**Children do not need to be present on this day, but must be five years old on or before October 15, 2018, in order to attend kindergarten for the 2018 - 2019 school year.

* * *

**Children must be four years old on or before October 15, 2018 to be eligible for Pre-K for the 2018-2019 school year. Students must be a resident of Hampden, Newburgh, Winterport or Frankfort to register.

Please bring the following to registration: Certification of Vital Record (hospital birth certificate is no longer acceptable), Immunization Record, Proof of Residency, and Recent Photograph of Student (if available)

* * *

Please call McGraw 862-3830 or Smith School 223-4282 with any questions.



Angus Jennings <townmanager@hampdenmaine.gov>

Million Dollar HA Field

1 message

dynatec@midmaine.com <dynatec@midmaine.com>

Sat, Jan 27, 2018 at 9:55 PM

Million Dollar HA Field - Are You Kidding Me ? ! ! !

<http://bangordailynews.com/2018/01/10/news/bangor/rsu-22-towns-to-vote-whether-to-buy-new-hampden-academy-athletic-field/>

(Check out the Comments section, there are Some ideas the school Finance Committee could use.)

So RSU-22 wants \$850,000 Bonded, Plus Interest, Plus \$110,000 "reserves" for a new "carpet."

You All Know this will run well Over a Million Dollars before it's all said and done.

News Flash; This is ALL Taxpayer money.

Here are Comments from others found on some of the blogs as well as some simple math;

- "This will bring in more revenue." Q. So what happened to all the "revenue" from the past 14 Years?

- Does administration plan ahead for any Maintenance or just for their defense lawyers?

- \$960,000 for a 10 year life, \$96,000 per year, divided by 90 "events" per year yields \$1,067 per "event."

CHARGE \$1,100* per event to pay for the carpet wear & tear. Pay to Play, No, it's Not "Free."

* The "extra" 33 bucks goes into the Administrations Future Maintenance Plan Training Fund.

- Was an RFQ issued out to the numerous companies that perform this service? If unacceptable, request a re-quote, seek other service providers.

- Can it be Patched?

- Did anyone consider, plan, or even try to organize a Fund Raiser and Donation Drive for this "unexpected" expense?

I never got a request.

- If you want to spend more, just Tax them more. Citizens are such Useful Fools.

- ##### ##### ##### #####!

(Comment deleted due to extent of expletives. Not happy. Yes, more was said.)

- It's So Easy to spend Other peoples money.

We need to pull the reins in on this RSU poor management money pit.

Jeremy W. Jones, Esq.

A Landed Gentleman of the Partridge Road

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	\$ 740,000	8.0%	\$ 24,667
4 Organizational Costs	\$ 92,500	1.0%	\$ 3,083
<i>Category sub-total:</i>	<i>\$ 3,885,000</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	\$ 185,000	2.0%	\$ 6,167
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>\$ 3,330,000</i>		
	<u>\$ 9,250,000</u>	<u>100.0%</u>	

**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:

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
A. Introduction to the Coldbrook Corners Project	1
B. Tax Increment Financing – Coldbrook Corners Project.....	1
C. Tax Increment Financing – Hampden Economic Development Program	2
II. DEVELOPMENT PROGRAM NARRATIVE.....	7
A. The Development District.....	7
1. Physical Description.....	7
2. Statutory Requirements and Thresholds	7
3. Duration.....	8
4. Original Assessed Value	8
B. The Project.....	8
C. The Development Program	8
D. Operational Components	9
1. Public Facilities.....	9
2. Commercial Improvements.....	10
3. Relocation of Displaced Persons	11
3. Transportation Improvements	10
4. Environmental Controls	10
5. Plan of Operations.....	10
III. FINANCIAL PLAN.....	11
A. Increased Assessed Values & Credit Enhancement Agreements	11
B. Sources of Revenues.....	12
C. Public Indebtedness	12
D. Original Assessed Value.....	13
IV. STATUTORY REQUIREMENTS AND THRESHOLDS	13
V. TIF PROJECTIONS and TAX SHIFTS.....	13
VI. MUNICIPAL APPROVALS	13
A. Notice of Public Hearing	13
B. Minutes of Public Hearing Held by Town Council	13
C. Authorizing Votes.....	13

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**

DRAFT

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

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.	\$740,000	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>	\$185,000	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.

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. 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.

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 _____, 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



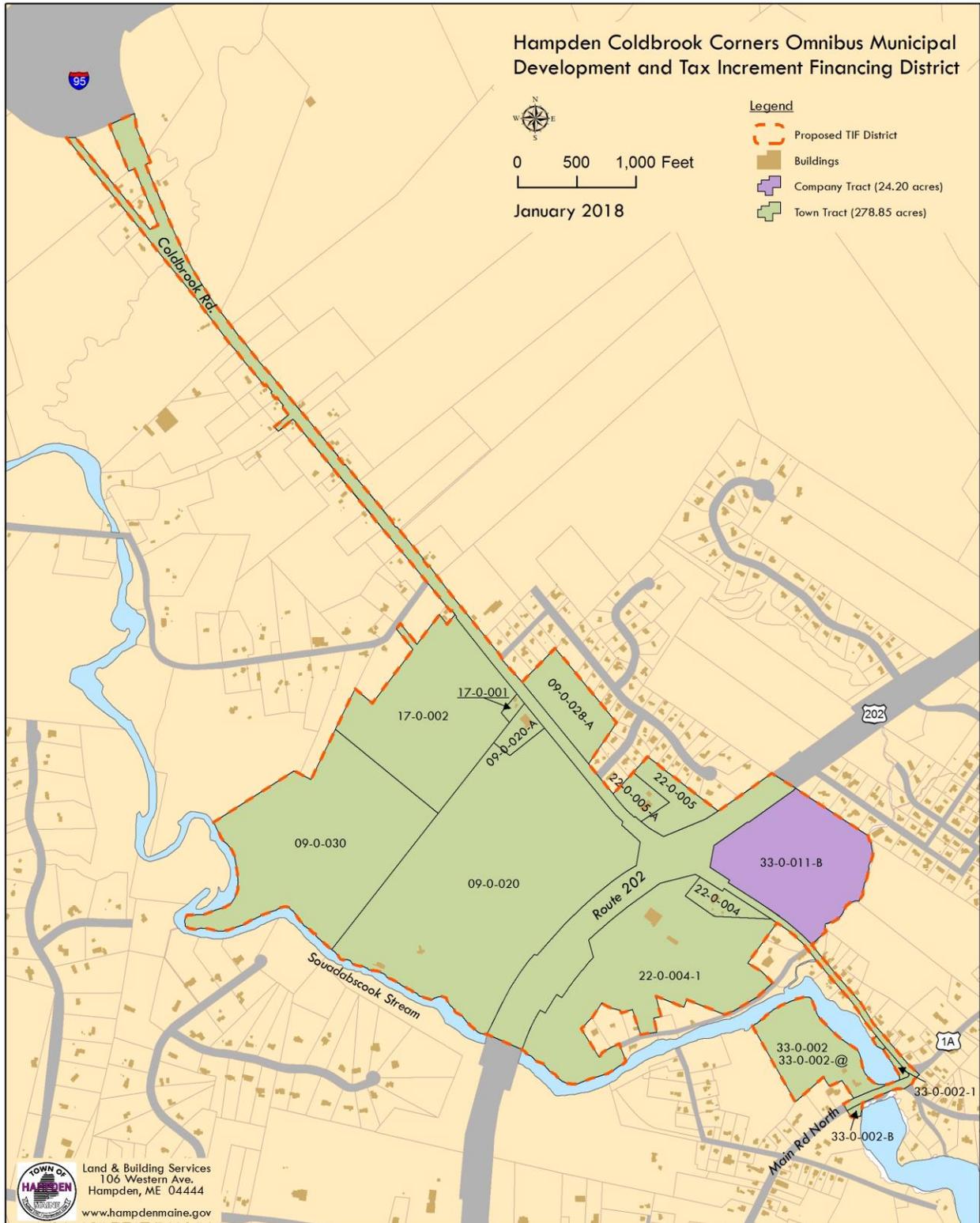


EXHIBIT B
STATUTORY REQUIREMENTS & THRESHOLDS

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

DRAFT Coldbrook Corners Omnibus TIF Development Program

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

DRAFT

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 %	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%	\$ 6,125
3 2020-2021	\$ 2,103,050	100%	\$ 2,103,050	18.40	\$ 38,696	\$ 38,696	40.0%	60.0%	\$ 23,218
4 2021-2022	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
5 2022-2023	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
6 2023-2024	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
7 2024-2025	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
8 2025-2026	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
9 2026-2027	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
10 2027-2028	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
11 2028-2029	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	40.0%	60.0%	\$ 27,082
12 2029-2030	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	36.0%	64.0%	\$ 28,888
13 2030-2031	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	32.0%	68.0%	\$ 30,693
14 2031-2032	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	28.0%	72.0%	\$ 32,499
15 2032-2033	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
16 2033-2034	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
17 2034-2035	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
18 2035-2036	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
19 2036-2037	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
20 2037-2038	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
21 2038-2039	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
22 2039-2040	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
23 2040-2041	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
24 2041-2042	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
25 2042-2043	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
26 2043-2044	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
27 2044-2045	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
28 2045-2046	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
29 2046-2047	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
30 2047-2048	\$ 2,453,150	100%	\$ 2,453,150	18.40	\$ 45,137	\$ 45,137	0.0%	100.0%	\$ 45,137
31 2048-2049									
32 2049-2050									
33 2050-2051									
Cumulative Avg. Annual	\$ 2,309,638		\$ 2,309,638		\$ 1,274,894 \$ 42,496	\$ 1,274,894 \$ 42,496	\$ 214,623 \$ 7,154		\$ 1,060,271 \$ 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.

**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

_____, 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.

EXHIBIT F
MINUTES OF PUBLIC HEARING AND TOWN COUNCIL MEETING

DRAFT

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, 2016 (March 31, 2017); 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 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;

(iii) Southstreet Development fails to substantially complete the planned Capital Program of the Development Program, by _____, (date); or

(iv) 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

D-5-C



INVOICE: 7502000011 PAGE 1
DATE: Nov 29, 2017 OF 1
SERVICE: BUS CAPITAL PROJECTS
CUSTOMER PO:
CUSTOMER PH:
TERMS: 30 DAYS
DUE DATE: Dec 29, 2017

CUSTOMER NO: 0000059109
HAMPDEN, TOWN OF
106 WESTERN AVENUE
HAMPDEN, ME 04444

SERVICE ADDRESS:
HAMPDEN, TOWN OF
106 WESTERN AVENUE
HAMPDEN, ME 04444

Table with 4 columns: DESCRIPTION, QTY, UNIT PRICE, -TOTAL PRICE- TAX. Row 1: LOCAL SHARE FOR BUS REHAB PROJECT, 1.00, 7,180.420, 7,180.42N



Acct. No. _____
DEPARTMENT HEAD SIGNATURE _____
DATE _____

TOTAL CHARGES: 7,180.42
TOTAL TAX: 0.00
TOTAL INVOICE: 7,180.42
PAYMENTS: 0.00
ADJUSTMENTS: 0.00
TOTAL DUE: 7,180.42

Current Account Status

G 3-710-00 RESERVE ACCT / CITY BUS

-1,153.26 = Beg Bal
0.00 = Adjust

-5,850.00 = YTD Net
0.00 = YTD Enc

-7,003.26 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
11	0384		11/13/17		11/13/2017 C/R	R	CR	0.00	5,850.00
Totals-								0.00	5,850.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
November	0.00	5,850.00	0.00	0.00
Totals	0.00	5,850.00	0.00	0.00



Town of Hampden
Land & Building Services

Memorandum

To: Town Council
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: February 1, 2018
RE: Retail Marijuana Moratorium

Since the state legislature has not adopted significant amendments to address the known deficiencies of the marijuana legalization act, I had recommended to the Planning & Development Committee that the Town consider adopting a moratorium on the following uses: retail marijuana cultivation, testing, and products manufacturing facilities. As you are aware, Town Council has adopted zoning amendments which effectively prohibit retail marijuana sales and retail marijuana social clubs within the Town of Hampden; those amendments became effective on December 20, 2017. The P&D Committee voted 5/0 on December 6, 2017 to refer the attached moratorium ordinance to Town Council due to the lack of state rules regarding retail marijuana which are necessary for Hampden to adopt reasonable regulations for the uses as stated in the moratorium ordinance.

Please note that the third quarterly report on retail marijuana is in the P&D Packet for their February 7th meeting.

Town of Hampden

**EMERGENCY MORATORIUM ORDINANCE REGARDING RETAIL
(ADULT USE) MARIJUANA**

WHEREAS, the legislative body of the Town of Hampden (the "Municipality") makes the following findings:

- (1) The Marijuana Legalization Act (the "Act") was approved by Maine voters in November 2016 and has been codified in the Maine Revised Statutes in Title 7, chapter 417; and
- (2) The unregulated location and operation of "retail marijuana cultivation facility," "retail marijuana products manufacturing facility," and "retail marijuana testing facility" as defined in 7 M.R.S.A. chapter 417, raises legitimate and substantial questions about the impact of such facilities on the Municipality, including questions as to compatibility with existing land uses and developments in the municipality; potential adverse health and safety effects on the community; the possibility of illicit sale and use of marijuana and marijuana products to and by minors; and the possibility of unlawful use of marijuana and marijuana products; and
- (3) The Town Council has voted to amend Section 7.2 of the Zoning Ordinance to add certain definitions and modify others to effectively prohibit retail marijuana sales and retail marijuana social clubs in the Municipality, which will become effective December 20, 2017; and
- (4) As a result of the foregoing issues, retail marijuana cultivation, products manufacturing, and testing facilities within the Municipality have potentially serious implications for the health, safety and welfare of the Municipality and its residents; and
- (5) The Municipality currently has no regulations governing retail marijuana cultivation, products manufacturing, and testing facilities or activities, and existing ordinances are insufficient to prevent serious public harm that could result from the unregulated development of such facilities or activities; and
- (6) An overburdening of public facilities and resources, including public safety resources, is a reasonably foreseeable result of retail marijuana cultivation, products manufacturing, and testing facilities or activity in the Municipality; and
- (7) The state's regulatory structure is unknown at this time as the Maine Legislature and state agencies have not enacted legislation amending the Act with the exception of several minor amendments which do not address the known deficiencies of the Act or developed final regulations governing Retail Marijuana; and
- (8) In the judgment of the Hampden Town Council, the foregoing findings and conclusions constitute an emergency within the meaning of 30-A M.R.S.A. § 4356 and Section 214 of the Hampden Town Charter requiring immediate legislative action.

NOW THEREFORE, pursuant to 30-A MRSA § 4356, be it ordained by the Municipality as follows:

Section 1. Moratorium. The Municipality does hereby declare a moratorium on all retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, and retail marijuana testing facilities within the municipality.

No person or organization shall engage in any retail marijuana cultivation, retail marijuana products manufacturing, or retail marijuana testing within the Municipality on or after the effective date of this Ordinance. During the time this moratorium ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Municipality shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, any other type of land use approval or permit, and/or any other permits or licenses related to retail marijuana cultivation facilities, retail marijuana products manufacturing facilities, or retail marijuana testing facilities.

Section 2. Pending Proceedings. Notwithstanding 1 M.R.S.A. § 302 or any other law to the contrary, this Ordinance shall govern any proposed retail marijuana cultivation facility, retail marijuana products manufacturing facility, or retail marijuana testing facility for which an application for a building permit, certificate of occupancy, site plan or any other required approval has been submitted to the Municipality, whether or not a pending proceeding, prior to the enactment of this Ordinance.

Section 3. Medical Marijuana Act. This Ordinance will not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities associated with any of those classifications.

Section 4. Personal Use of Marijuana. This Ordinance will not limit the privileges or rights afforded by the Maine Marijuana Legalization Act to persons age 21 or older (7 M.R.S.A §2452).

Section 5. Conflicts/Savings Clause. Any provisions of the Municipality's ordinances that are inconsistent or conflicting with the provisions of this Ordinance are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Ordinance is declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 6. Violations. If any retail marijuana cultivation activity, retail marijuana products manufacturing activity, or retail marijuana testing activity is established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance and the Municipality shall be entitled to all rights available to it pursuant to 30-A M.R.S.A. § 4452, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations.

Section 7. Effective Date. This Ordinance shall become effective immediately upon its adoption and shall remain in full force and effect for a period of 60 days thereafter, unless extended pursuant to law or until a new and revised set of regulations is adopted by the Municipality, whichever shall first occur.

Maine Revised Statutes
Title 30-A: MUNICIPALITIES AND COUNTIES
Chapter 187: PLANNING AND LAND USE REGULATION

§4356. MORATORIA

Any moratorium adopted by a municipality on the processing or issuance of development permits or licenses must meet the following requirements. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

1. Necessity. The moratorium must be needed:

A. To prevent a shortage or an overburden of public facilities that would otherwise occur during the effective period of the moratorium or that is reasonably foreseeable as a result of any proposed or anticipated development; or [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

B. Because the application of existing comprehensive plans, land use ordinances or regulations or other applicable laws, if any, is inadequate to prevent serious public harm from residential, commercial or industrial development in the affected geographic area. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

[1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

2. Definite term. The moratorium must be of a definite term of not more than 180 days. The moratorium may be extended for additional 180-day periods if the municipality adopting the moratorium finds that:

A. The problem giving rise to the need for the moratorium still exists; and [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

B. Reasonable progress is being made to alleviate the problem giving rise to the need for the moratorium. [1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW).]

[1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

3. Extension by selectmen. In municipalities where the municipal legislative body is the town meeting, the selectmen may extend the moratorium in compliance with subsection 2 after notice and hearing.

[1989, c. 104, Pt. A, §45 (NEW); 1989, c. 104, Pt. C, §10 (NEW) .]

SECTION HISTORY

1989, c. 104, §§A45,C10 (NEW).

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EXECUTIVE SESSION STATUTES

The eight subjects permitted to be discussed in Executive Session are as follows:

PERSONNEL MATTERS:	1 M.R.S.A. § 405(6)(A)
SCHOOL STUDENT SUSPENSIONS/EXPULSIONS:	1 M.R.S.A. § 405(6)(B)
REAL ESTATE; ECONOMIC DEVELOPMENT:	1 M.R.S.A. § 405(6)(C)
LABOR CONTRACTS/NEGOTIATIONS:	1 M.R.S.A. § 405(6)(D)
ATTORNEY-CLIENT CONSULTATIONS:	1 M.R.S.A. § 405(6)(E)
CONFIDENTIAL RECORDS:	1 M.R.S.A. § 405(6)(F)
EMPLOYMENT EXAMINATIONS:	1 M.R.S.A. § 405(6)(G)
CODE ENFORCEMENT CONSULTATIONS:	1 M.R.S.A. § 405(6)(H)