



**HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA**

TUESDAY

February 19th, 2019

7:00 P.M.

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - a. February 4, 2019
 - 3. COMMUNICATIONS
 - 4. REPORTS
 - a. Finance Committee Minutes – 01/21/2019
 - b. Infrastructure Committee Minutes – None
 - c. Planning & Development Committee Minutes – 1/23/2019
 - d. Services Committee Minutes – 01/14/2019
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS
 - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - a. Notification to Council of the appointment of Eric Jarvi to the Environmental Trust Board of Trustees
 - 4. UNFINISHED BUSINESS
 - a. Item Tabled from Council Meeting on February 4, 2019

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

- i. Approve the addition of new streetlights within the Hampden Business & Commerce Park – *Referral from P&D Committee*
 - b. Western Avenue Stormwater Project & Maine DEP SLOD Permit. Request Council Adoption of required Council Resolution regarding intent and capability to support activities associated with the construction of required stormwater facilities at the Municipal Building, Post Office and Lura Hoit Pool; and additional parking for athletic fields behind Lura Hoit Pool facility – *Referral from Services Committee*
5. NEW BUSINESS
 - a. Adoption of the Sucker Brook Compensation Fee Utilization Plan, as approved by the Maine Department of Environmental Protection – *Referral from P&D Committee*
 - b. Request for authorization for the Town Manager to enter into a contractual agreement with Coastal Resources of Maine, LLC to accept single-sort recyclables from the Town at the Fiberright facility – *Referral from Finance & Administration Committee*
 - c. Request for authorization for the Town Manager to enter into a contractual agreement with Maine Department of Transportation regarding the Town's portion of the Federally funded Route 1-A and Grist Mill Bridge project – *referral from Finance & Administration Committee*
 - d. Consideration of a request to Council for a potential abatement of personal property taxes for the White House Motel, Inc. – *Request of White House Motel, Inc. and Referral from Finance & Administration Committee*
 - e. Council Action regarding potential acquisition of Foreclosed Properties by the Town – *Referral from Finance & Administration Committee*

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT



HAMPDEN TOWN COUNCILOR
HAMPDEN MUNICIPAL BUILDING
MINUTES

MONDAY February 4th, 2019 7:00 P.M.

Attending:

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

- Town Manager Jim Chandler
- Town Clerk Paula Scott
- Shelley Abbot, Rec Director

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 McAvoy made a motion, seconded by Councilor Ryder to approve the consent agenda – Unanimous, 7-0.

Resolution 2019-09

1. SIGNATURES

2. SECRETARY’S REPORTS

- a. January 22, 2019

3. COMMUNICATIONS

- a. Notification to Councilor from Assessor regarding correction to the Certificate of Commitment
- b. Notification of the 3rd Annual ‘Keep It Local’ Business & Community Expo

4. REPORTS

- a. Finance Committee Minutes – 12/17/2018
- b. Infrastructure Committee Minutes – 10/22/2018, 11/26/2018
- c. Planning & Development Committee Minutes – 10/03/2018
- d. Services Committee Minutes – 11/13/2018

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

C. PUBLIC COMMENTS - *None*

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS - *None*

2. PUBLIC HEARINGS

a. **Consideration of the proposed Disbursement Warrant Ordinance – referral from Councilor on 01/22/2019** – At 7:05, Mayor McPike made a motion, seconded by Councilor Wright, to open the public hearing. Unanimous, 7- 0.

Resolution 2019-10

Mayor McPike asked the Clerk to explain this for the public; which is that this is a housekeeping measure for the Councilor. This Ordinance authorizes the Finance Committee to be the signers for the disbursement warrants on behalf of the body. There were no questions or comments from the public and at 7:07 p.m., Councilor Marble made a motion, seconded by Councilor McAvoy to close the public hearing. Unanimous, 7-0.

Resolution 2019-11

Councilor Wright made a motion, seconded by Councilor McAvoy, to adopt the Disbursement Warrant Ordinance as presented. Unanimous, 7-0.

Resolution 2019-12

3. NOMINATIONS – APPOINTMENTS – ELECTIONS - *None*

4. UNFINISHED BUSINESS - *None*

5. NEW BUSINESS

a. **Councilor consideration of a request for a street light on the entry pole at the intersection of 1A and Highland Ridge – referral from Finance & Administration Committee** – Councilor Wright made a motion, seconded by Councilor McAvoy, to approve the street light on the entry pole at the intersection of 1A and Highland. Unanimous, 7-0.

Resolution 2019- 13

b. **Councilor consideration of a request for a street light on the Carey Drive Extension and Webb Drive– referral from Finance &**

MINUTES

Administration Committee – This item was tabled.

- c. **Request for authorization for the expenditure of \$10,323 from Recreation Area Reserve (3-767-00) for the fee associated with filing a Site Location of Development Act permit for Western Avenue municipal parking – referral from Finance & Administration Committee** – *Councilor Wright made a motion, seconded by Councilor Marble, to authorize the expenditure of \$10,323 from the Recreation Area Reserve account for the fee associated with filing the Site Location of Development Act permit for Western Avenue municipal parking. Unanimous*

Resolution 2019-14

Manager Chandler informed the public that there will be an informational meeting regarding this on February 14 at 9:00 a.m. at the Municipal Building.

E. COMMITTEE REPORTS

Planning & Development Committee – Councilor Jarvi reported that the Committee was updated on the Sucker brook plan but still waiting to hear from DEP on one of the questions, members were updated on the status of Fiberight, held discussion on the possible expansion of Tradewinds and that the current TIF/CEA will allow it. Members will hear a discussion on the Town Center at the next meeting on Feb. 6th.

Services Committee – Councilor Marble reported that the next meeting is Monday the 11th.

Infrastructure Committee – Councilor Ryder reported that the Committee discussed subdivision roads as well as private roads and referred those items to the P & D Committee. Discussed the possibility of allowing residents to get winter sand for personal use after logistics are worked out. In the meantime, residents can purchase a 5-gallon bucket of sand from Hughes Brothers for \$5.00 a bucket.

Finance & Administration Committee – Councilor Wright reported that all business items referred out of Committee were acted on tonight.

- F. **MANAGER’S REPORT** – *Manager Chandler reported that the City of Bangor will be holding a transit study to study ridership and needs of the bus service this Thursday from 3:30 – 5:15 p.m.*

G. COUNCILORS’ COMMENTS

Councilor McAvoy reminded everyone to shop local and buy American. He wished Hampden good night.

Councilor Jarvi – Commended the Department of Public Works for their heroic efforts on January 24th during the rainstorm. He wanted to personally thank them. He also informed the public that the Historical Society has obtained their occupancy permit for the addition and the new wing should be opening soon.

Councilor Wright – no comment

Councilor Marble – no comment

MONDAY

February 4th, 2019

7:00 P.M.

MINUTES

Councilor Ryder – no comment

Councilor McPike – Reminded people to check on their neighbors during this weather.

- H. **ADJOURNMENT** – *With no other business to conduct, the meeting adjourned at 7:20 p.m.*

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk

FINANCE & ADMINISTRATION COMMITTEE MEETING

Tuesday January 22, 2019

6:00 P.M.

Hampden Town Office

MINUTES

Attending:

Chairperson Wright

Mayor McPike

Councilor Ryder

Councilor Marble

Councilor Jarvi

Councilor McAvoy

Councilor Wilde (arrived at 6:45)*

Town Manager Jim Chandler

Town Clerk Paula Scott

Chairperson Wright called the meeting to order at 6:00 p.m.

1. Approval of Minutes

- a. December 17, 2018** – *Councilor Marble made a motion, seconded by Councilor Ryder, to approve the December 17th, 2018 minutes. Unanimous, 6-0*

2. Review & Sign Warrants – *Committee members reviewed and signed the disbursement warrants.*

3. Unfinished Business

- a. Council rules review – standing item** – *Consensus to take up at end of business portion.*

4. New Business

- a. Recommendation regarding review and approval of FY19 Service Charges - Requested by Kelly Karter, Tax Assessor** – *Manager Chandler recapped the proposed billing of non-profit residential entities the Service Charge in lieu of taxes. Councilor Jarvi pointed out a typographical error on the summary; amount listed as \$7,133 for The Housing Foundation should have been \$7,113, thereby making the total amount to bill \$22,708.54. Mayor McPike made a motion, seconded by Councilor McAvoy to recommend the approval of Service Charges in the amount of \$22,708.54. Unanimous, 6-0.*

Town of Hampden

- b. Recommend ratification of the affirmative vote on February 5, 2018 for the approval of a poverty abatement – Requested by Paula Scott, Town Clerk – Councilor Marble made a motion, seconded by Councilor Ryder, to ratify the affirmative vote on February 5th, 2018 for the approval of a poverty abatement. Unanimous, 6-0**
 - c. Recommend referral to public hearing the proposed Disbursement Warrant Ordinance – Mayor McPike made a motion, seconded by Councilor Marble, to recommend referring the proposed Disbursement Warrant Ordinance to Public Hearing. Unanimous, 6-0.**
 - d. Recommendation regarding a request for an application fee waiver for Colonial Heights final subdivision plan – Requested by The Cushing Family Corporation – Councilor Marble made a motion, seconded by Councilor Wright, to recommend to Council the waiver request of the application fee. Mayor McPike made a motion, seconded by Councilor Marble to amend the motion to be a reduction to \$400 and not a waiver. The motion to amend passed, 7-0*. Mayor McPike made a motion, seconded by Councilor Marble, to recommend Council reduce the application fee to \$400. Unanimous, 7-0*.**
- 5. Manager's Items – Manager Chandler stated that he was asked by a Councilor to report on how many interactions he has had with individual Councilors and what the nature of the interactions were. He was also asked to report on those same types of interactions between Councilors and staff. He suggested that this be an agenda item at a future Committee or Council meeting. Consensus of the Committee is to add it to the next agenda.**
- 6. Public Comment - None**
- 7. Committee Member Comments - None**
- 8. Adjournment With no further business to conduct, the Chair adjourned the meeting at 6:55 p.m.**

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk



Town of Hampden
Planning and Development Committee
 Wednesday January 23, 2019, 6:00 pm
 Municipal Building Council Chambers

Minutes

Attending:

Committee/Council

Eric Jarvi - Chair
 Dennis Marble
 Terry McAvoy
 Mayor Ivan McPike
 David Ryder
 Stephen Wilde

Staff

Karen Cullen, Town Planner
 Myles Block, Code Enforcement Officer
 Jim Chandler, Town Manager

Public

None

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

1. Minutes for the November 7, 2018 meeting – **Motion** to approve as submitted made by Councilor Marble; second by Councilor McAvoy; carried 4/0/1 (McPike abstained, Wilde arrived after vote).
2. Committee Applications: None
3. Citizen's Initiatives: None
4. New Business:
 - a. Sucker Brook Compensation Fee Utilization Plan. Planner Cullen presented the draft plan, summarizing the differences between this and the draft discussed at the November meeting. She reported that DEP had reviewed the Nov. draft and said that three of the four projects we had listed were of low value to the water quality of the stream and they wanted us to modify the plan to eliminate those, but add the one project that DEP believes will make the most difference to the stream in Hampden. That project is stream bank stabilization in the stretch between Route 202 and Old County Road. Planner Cullen noted that DEP is aware of the ownership issues and they are fine with allowing Hampden to keep banking any fees paid into the fund until such time as there is an agreement between the owner and the Town, regardless of how long that will be. After discussion the Committee decided by consensus that once DEP issues their approval of the Plan, the item can be added to the next available Town Council agenda for action. The Committee has reviewed the plan twice and are in favor of moving it forward.
5. Old Business: None
6. Zoning Considerations/Discussions: None
7. Updates:
 - a. MRC/Fiberight: CEO Block reported that the code enforcement team has identified some significant hurdles that the developer needs to overcome before they can begin operation,

on both the town and state (Fire Marshall) levels. Discussion regarding timeframe for beginning operations, appears to remain questionable, possibly due to some of the code issues having fallen through the cracks in the transition from one contractor to the next. Discussion regarding what recyclable materials will be accepted and at what cost, as well as how to manage the public education aspect for what appears to be a potential for a constantly changing situation, as Fiberight may accept different materials depending on marketability. This topic will be discussed again at the February 6th P&D meeting.

b. Staff Report:

- i. Tradewinds: Chuck Lawrence, the owner, has inquired whether any amendments were needed to the Coldbrook Corners TIF or his CEA to add a carwash to the site. The answer is no, we had anticipated additional retail activity at the site and both the TIF and CEA documents were written to allow a carwash.
- ii. Town Center planning project update: Ben Smith will be submitting his final draft plan by Jan 31 and it will be on the P&D agenda for the Feb 6th meeting. Ben will be in attendance for any discussion and to answer questions. He will also attend a Town Council meeting to make a public presentation on the final plan. Discussion on the potential for the Town to investigate purchasing a property within the Town Center; this will be placed on the February 6th P&D agenda for discussion.
- iii. Shoreland Zoning update: Planner Cullen reported the text and map are nearly complete and she is meeting with DEP tomorrow to discuss some questions she has. Once finalized, this ordinance will presumably go through the full hearing process through the Planning Board and then Town Council. Discussion on history of this project over the last few years; Manager Chandler will provide a report on this to the Committee.
- iv. Zoning Amendment update: Planner Cullen reported that the PB has begun discussions on the proposed zoning amendments, including the addition of "private event venues" (aka wedding barns). Discussions with the Board will continue at their Feb 13th meeting. Planner Cullen noted the private event venue permitting process will include both Planning Board approval of the venue (site plan) and an annual license approval by the Town Council. She also noted the resident who raised this last year has been provided with the draft language as well as other documents found during the research phase.

8. Manager Items: (discussed elsewhere in meeting)

9. Public Comments: None

10. Committee Member Comments:

- Councilor Ryder inquired about the status of a vehicular issue on Mayo Road; CEO Block explained it has been settled and the vehicles have been removed.
- Councilor Ryder inquired about the inconsistencies in the way private roads are handled, between the Subdivision Ordinance and the Town Ways Ordinance. This will be placed on the February 6th P&D agenda.
- Councilor Ryder inquired about the open space in the Colonial Heights Phase 3 subdivision and whether it was required by the subdivision ordinance – it was clarified that the

ordinance has been amended to eliminate the requirement for any open space in subdivisions (except cluster subdivisions). This will be included in the staff report for the February 6th P&D meeting.

- Chairman Jarvi requested Manager Chandler or Chief Rogers to provide the history of public access to the community room in the public safety building. This will be included in the staff report for the February 6th P&D meeting.
- Chairman Jarvi commented the town needs better communication with the residents about the streetlight project currently underway, as the brighter LED bulbs are producing more light and have generated some complaints from residents. Manager Chandler will provide information to the Town Council.

11. Adjournment: Chairman Jarvi adjourned the meeting at 7:30 pm.

*Respectfully submitted by
Karen Cullen, Town Planner*

Items for Feb 6, 2019 P&D meeting:

- Agenda Items:
 - Recycling operations once Fiberight begins operation – Manager Chandler
 - Draft Plan for the Town Center Planning Project – Ben Smith, Planning Consultant
 - Discussion of potential for town purchase of certain properties – Mayor McPike
- Staff Report:
 - History of Shoreland Zoning Ordinance – Manager Chandler
 - Inconsistencies in local ordinances regarding private roads – Planner Cullen
 - Open Space requirements in subdivisions – Planner Cullen
 - Public access to Public Safety Building – Manager Chandler
 - Communication with residents on LED streetlights – Manager Chandler (this could be at a different committee meeting)

Town of Hampden

SERVICES COMMITTEE MEETING

Monday, JANUARY 14, 2019

6:00 pm

HAMPDEN TOWN OFFICE

MINUTES

Attending:

*Chairman Marble
Councilor McAvoy
Councilor Ryder
Councilor McPike
Councilor Wilde
Councilor Jarvi*

*Town Manager – Jim Chandler
Shelley Abbott – Recreation Director
Chris Packard – Citizen*

Meeting was called to order by Chairman Marble at 6:01pm

1. MINUTES

- a. **November 13, 2018** – *Councilor McAvoy made a motion, seconded by Mayor McPike to accept the minutes as written. Unanimous vote in favor, 6-0.*

Chairman Mable took item 5c first due to citizen Chris Packard being in attendance for this item.

2. COMMITTEE APPLICATIONS & CITIZEN INITIATIVES

3. UNFINISHED BUSINESS

- a. **BACTS transit -2018 Ridership Report & 2019 Regional Study Discussion** – Manager
Town Manager Chandler updated the Committee on the BACTS/City of Bangor Regional Transit Study to take place this year, and the ridership on the bus route in Hampden.

4. NEW BUSINESS - None

5. STAFF UPDATES & MANAGER ITEMS.

- a. **Western Avenue Municipal Properties Stormwater Permitting – Progress Update from Manager**

Town Manager Chandler updated the Committee on Plymouth Engineering progress on the stormwater permitting of the Western Avenue Municipal properties and recent pre-application meetings held by the Plymouth Engineering consultants with the Maine DEP staff.

b. Update on Skehan Center Maintenance Concerns & Winter Operations – Manager

Town Manager Chandler along with Director Abbott discussed the HVAC issues, the scope and cost of having localized hot water units at the Skehan Center.

c. Vafiades Landing – Update on Acquisition Activities by Volunteer Community Members – Manager

Chris Packard updated the Committee on the acquisition of efforts. An appraisal of the property has been funded. Landmark Heritage Trust is having a meeting on January 16, 2019 at 7 p.m. in Newburgh.

d. Spectrum Cable Actions & Maine Legislative Response – Update from Kyle Severance, GIS-IT Technician – (see attached memo)

e. Citizen Rental of Skehan Center Space & Gym Time Reservations – Recreation Director Shelley Abbott

The practice of renting out gym time was explained by Director Abbott.

6. PUBLIC COMMENTS – None

7. COMMITTEE MEMBER COMMENTS

8. ADJOURN

*With no further business, the meeting adjourned
Respectfully submitted,
Rosemary Bezanson and Jim Chandler*

Jan 9, 2019, 10:12 AM

From: Kyle Severance

To: Representative David Haggan, Senator Stacey Guerin

SUBJECT: Upcoming Legislation RE: Public Access Cable and Cable Franchise agreements

Dear Representative Haggan and Senator Guerin,

The purpose of this email is to seek your support on an upcoming bill regarding the discrimination of public access TV channels by Charter Communications (DBA Spectrum).

The Town of Hampden's ability to communicate and provide services to residents and businesses is continuously hindered by Charter's actions.

I am attaching a draft of the bill that has been submitted to the Revisor's office to address a number of non-compliance issues that have come up since Charter acquired Time Warner. It is designated as LR130 and sponsored by Senator David Woodsome (R) York.

If passed, a section of the bill will also enhance broadband expansion in rural communities. This will be accomplished by lowering the number of homes per mile that the cable operators are required to install and maintain in each town as each franchise is renewed. There are currently over a hundred expired franchises in the State (Hampden being one).

Serving on the Penobscot Cable Consortium, we have tried to renew agreements for many years and are simply ignored. Charter doesn't seem interested in cooperating with the local municipalities which granted them use of the Town's right of way in the original agreement. Now we are stuck and need the help of the State legislature.

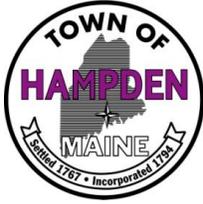
This legislation is based on successful initiatives in Illinois and California and has received extensive review by notable cable law attorneys both here in Maine and in Washington, DC, so we are confident that it will pass any legal challenge from the cable industry.

Please consider these important updates to the Maine cable franchising statutes in Title 30A as we will need your support in the coming months. The bill contains a non-technical summary at the end for your reference.

Thank you very much for your service to our community. Your commitment to televised municipal meetings, open government and the enhancement of the culture of the community through the coverage of local events on a local television channel is appreciated!

Sincerely,

Kyle Severance
GIS/IT Specialist
E911 Addressing Officer
Town of Hampden, Maine



MEMORANDUM

106 Western Avenue
Hampden, Maine 04444
Office: 207-862-3034
Facsimile: 207-862-5067

TO: Town Council
FROM: Jim Chandler, Town Manager-Treasurer *JNC*
COPY: Joe Rogers, Public Safety Director
DATE: February 19, 2018
RE: Hampden Business & Commerce Park Streetlights

This memorandum addresses the previous request, tabled by Council at the February 4, 2019 meeting because you weren't provided sufficient background information to take action at that time.

Background

The Town is responsible for the coordination and provision of electrical power and overhead streetlights with Emera; the eventual adoption of the internal roads as Town Public Ways; and the underground sewer collection system as town-owned infrastructure. The HBCP subdivision plan was approved in 2001 with a total of 34 streetlights and has 14 existing streetlights from the initial phase of construction.

A positive recommendation for installation of 15 LED streetlights at the Town's Business Park was made at the February 6th Planning & Development Committee and was referred to Council for formal action.

Fiscal Impacts

Sargent Corporation, managing partner of the Town's Hampden Business & Commerce Park, proposes the installation of 15 of the remaining 20 streetlights at this time. These will provide safety and security to recently sold parcels 25, 33, 34 and 35 to provide streetlight for Zucco's Dog House and FW Webb.

After further review with Emera, it was determined that the new LED fixtures being installed will cost less than previously estimated at the P&D Committee meeting. Revised cost estimate is:

Streetlights – 36 Watt LED	Monthly Amount	Remaining FY 2019 Total Cost
\$9.71 each / Month X 15 New Lights	\$ 145.65	\$ 582.60

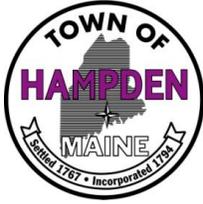
(Note, this is \$243.90 less than the previous estimate for five months at the higher cost.)

Staff Recommendation

Staff has reviewed the request from Sargent Corporation (Town Planner and both the Public Works and Public Safety Directors) and recommends Council approve the expenditure of \$ 582.60 from Non-Department Utilities Account E-06-06-15-05 to pay for the remaining four months of FY2019 for the 15 new LED streetlights in the Town of Hampden's Business Park.

Suggested Motion:

"Move Council approve the installation of 15 LED streetlights at the Hampden Business & Commerce Park."



Item D. 4. b.

106 Western Avenue
Hampden, Maine 04444
Office: 207-862-3034
Facsimile: 207-862-5067

MEMORANDUM

TO: Finance & Administration Committee & Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Shelley Abbott, Recreation Director
DATE: February 19, 2019
RE: Western Avenue Stormwater Permit Project – Council Resolution to confirm the Town’s Intent and Capability to fund improvements contained in the MDEP SLOD Permit Application

This memorandum requests Council adopt the attached Resolution, required for inclusion in the Maine Department of Environmental Protection (MDEP) Site Location of Development Act (SLOD) permit application. The Town has been working with Plymouth Engineering to achieve the approvals necessary to construct required stormwater and additional parking facilities on the Town’s Western Avenue municipal properties.

Background

In October 2018 the Town awarded a contract to Plymouth Engineering to conduct the professional engineering, design and field analysis necessary to successfully acquire the MDEP SLOD permit to design stormwater facilities required by current Maine State Environmental Regulations on the Town’s Western Avenue municipal properties. This included designs for retrofitting stormwater facilities to the existing Municipal Office, Public Safety Addition, Post Office and Lura Hoit Pool buildings and their associated existing parking lots

Further, the scope included the design of the additional parking capacity necessary to achieve the full program use of the existing recreation athletic fields located behind the Lura Hoit Pool. The use of these fields was curtailed when it became evident that the number of vehicles attending games on all three fields exceeded the existing parking lot’s capacity, and vehicles were parking on Western Avenue and adjacent streets creating a safety hazard for both visitors, patrons to the pool and travelers on the road network. Programming of activities was reduced to the use of only two of the existing fields.

Town staff has collaborated with and coordinated the work of Plymouth Engineering, using previously developed conceptual designs and base mapping created by Woodard & Curran in 2017; and supplemental environmental field analysis for wetland delineation and soils testing completed by Moyses Environmental; to fulfill the application requirements of the SLOD permit. Work has been completed, including two pre-application meetings with MDEP staff engineers, and the Town is prepared to submit the permit for formal review.

Resolution of Intent & Fiscal Capability

The final step necessary to complete the permit application is the approval of a Council Resolution that confirms to the MDEP the Town’s intent and fiscal capability to fund the improvements contained within

the permit application – within the time period allowed. The SLOD permit requires the project be initiated within the first twelve months from the date of issuance and completed within seven years of that same date. The attached Resolution satisfies this step, and upon direction from staff the Project Manager at Plymouth Engineering would complete the application submission process.

Fiscal Impacts

The reserve fund balance previously encumbered and set aside for this project was \$63,236.01. The following table identifies the expenditures authorized to pay for the services defined in the Scope of Work executed with Plymouth Engineering, and further identifies additional items specifically excluded from that scope that were completed by others as described above:

Firm / Entity	Purpose	Amount
Plymouth Engineering	Preparation of the Permit, through Elements of the Approved Scope of Work	\$ 22,790.13
Woodard & Curran Engineering	Consulting Support to the RFQ Process, Conveyance of Previously Completed Concept Plans and Base Mapping Files	\$ 1,426.00
Moyse Environmental	Completion of Wetlands Delineation and Supplemental Soils Testing and Analysis	\$ 6,834.86
MDEP SLOD	Permit Fee	\$ 10,323.00
Remaining Fund Balances Summary	Purpose	Amount
Remaining Authorized Funds on Plymouth Engineering Contracted Scope	Incorporation of MDEP Comments; Submit Permitted Plans to Town Planning Board; Attend Public Meetings	\$ 11,209.87
Remaining Project Balance (Unaudited)	Recreation Reserve Account 3-767-00	\$ 21,862.02

Next Steps

The review process is expected to take up to 120 days, and will include:

- Receipt of comments from MDEP engineers and other review staff
- Town consultant’s response to those comments, and incorporation of suggested edits, changes, comments, etc.
- Receipt of the permit
- Presentation of the permitted site plan to the Town Planning Board
- Consultant completes Scope of Work tasks associated with local ordinance compliance

Staff Recommendation

Staff recommends Council adopt the accompanying Resolution for the MDEP SLOD permit and direct staff to work with the Plymouth Engineering consultants to complete the permit application. Once complete, the Council authorizes the Town Manager to execute the SLOD permit application and submit it for MDEP review and approval.

Ivan P. McPike (Mayor, A/L)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Terry McAvoy (3)
David I. Ryder (4)
Eric Jarvi (A/L)
Shelby Wright (A/L)

Resolution 2019- __
Adoption: February 19th, 2019

**RESOLUTION REGARDING FUNDING FOR THE WESTERN AVENUE MUNICIPAL
STORMWATER FACILITIES & PARKING SLOD PERMIT PROJECT**

RESOLVED, that the Town of Hampden has the intent and the capability to fund the Western Avenue Municipal Properties Stormwater & Parking Site Location of Development Act Permit Project either through Town generated funds or borrowed funds in the form of notes or bonds;

IT IS FURTHER RESOLVED, that the Hampden Town Council will, by a vote of a majority of the municipal officers, grant approval of funds for the bidding and completion of the project as permitted, within the allowable time determined by the Maine Department of Environmental Protection Site Location of Development Act permit.

This resolution is adopted on February 19th, 2019.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott



Town of Hampden
Land & Building Services

Memorandum

To: Town Council
From: Karen M. Cullen, AICP, Town Planner
Date: February 8, 2019
RE: Sucker Brook Compensation Fee Utilization Plan

The Planning & Development Committee reviewed the Sucker Brook Compensation Fee Utilization Plan (CFUP) at their January 23, 2019 meeting and referred it to Town Council for adoption pending the receipt of DEP's formal approval of the plan. We received their letter of approval on February 7 (see attached). The CFUP is also attached, unchanged from what was in the P&D meeting packet.

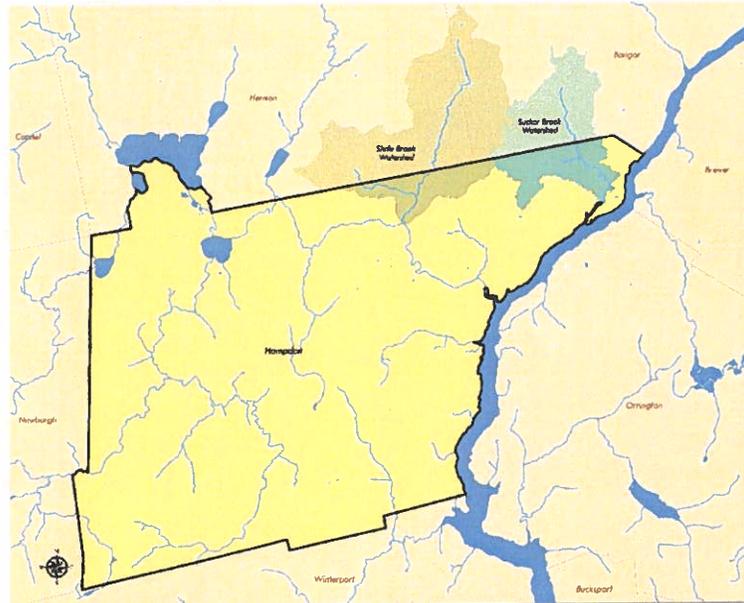
As stated in the Plan and in DEP's letter, staff will set up the Sucker Brook Compensation Fee Utilization Fund. There are two fees expected at this time: one for Zucco's Dog House, at \$1,161 and the second for FW Webb, at \$63,050. I will notify these owners that they may submit their fees for deposit at any time. According to their amended SLOD permits from DEP, they are to deposit the fee into this fund prior to the start of construction. I do not expect the FW Webb fee to be submitted until after the closing is completed, but before a building permit is issued. Note that Zucco's Dog House had received their building permit under their original site plan, which did not require an amendment to the SLOD permit; after starting construction they modified their plan such that DEP approval was required and that's when the fee was imposed. Their fee will be required prior to issuance of a Certificate of Occupancy or a Certificate of Compliance, although I expect they will submit it as soon as they can – they have been very good to work with.

Compensation Fee Utilization Plan



Sucker Brook
Watershed in
Hampden Maine

Jan. 11, 2019



Sucker Brook Compensation Fee Utilization Plan

1. Purpose

Sucker Brook, which has its headwaters in Bangor and flows through an industrial/commercial area within Bangor before crossing into Hampden, was designated as an Urban Impaired Stream by the Maine DEP in May of 2018 (see Appendix B of MDEP Rule Chapter 502). Under 38 MRSA Section 420-D.11 and Section 6 of Chapter 500 of the MDEP Rules, certain property owners who wish to develop their land within the watershed of Sucker Brook have the option of paying a compensation fee in lieu of performing mitigation to existing development to reduce stormwater pollution. As required under state laws and rules, this Compensation Fee Utilization Plan has been created to allow property owners the option of paying the fee.

The Town of Hampden hereby creates the Sucker Brook Compensation Fee Utilization Fund for the purpose of depositing fees and paying for projects listed in this Plan. This fund will accumulate interest at the standard rate that is applied to all Town accounts. This fund and any interest earned may only be used for the implementation of projects described in Attachment A, which are designed to mitigate the effects of stormwater discharges in the Sucker Brook watershed.

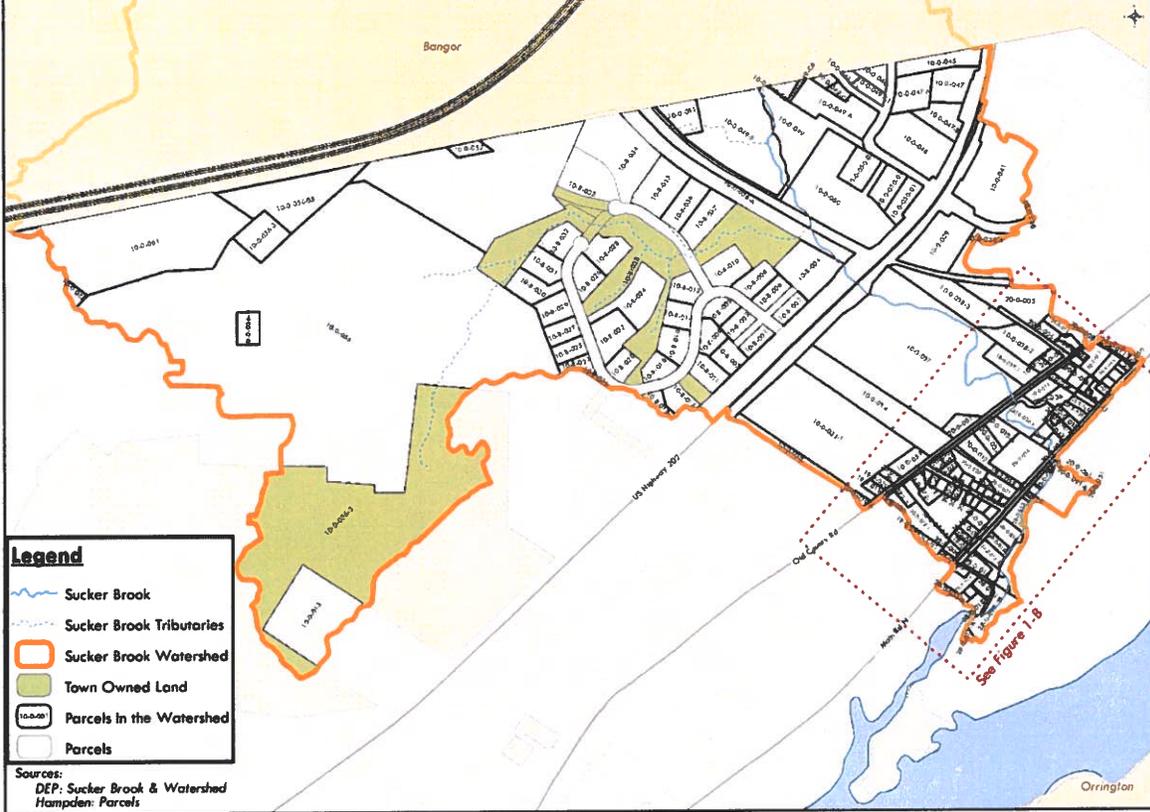
2. Limits of Area

Figure 1 shows the parcels existing as of May 23, 2018 that are within the Sucker Brook watershed and therefore may be subject to the Urban Impaired Stream (UIS) Standard, and are eligible to pay into this fund. It should be noted that parcels (including undeveloped parcels) within the Hampden Business and Commerce Park that are developed in such manner that an amendment to the existing Site Law Permit for the Park is not required are not subject to the UIS Standard.

Figure 2 shows the watershed within Hampden along with the zoning districts as of October 2018. These include one residential district, two commercial districts, and three industrial districts.

Figure 1-A: Sucker Brook Urban Impaired Stream Watershed

Land & Building Services
106 Western Ave.
Hampden, ME 04444
October 1, 2018



**Figure 1-B: Sucker Brook Urban Impaired Stream Watershed
Old County Road/Main Road North Area**

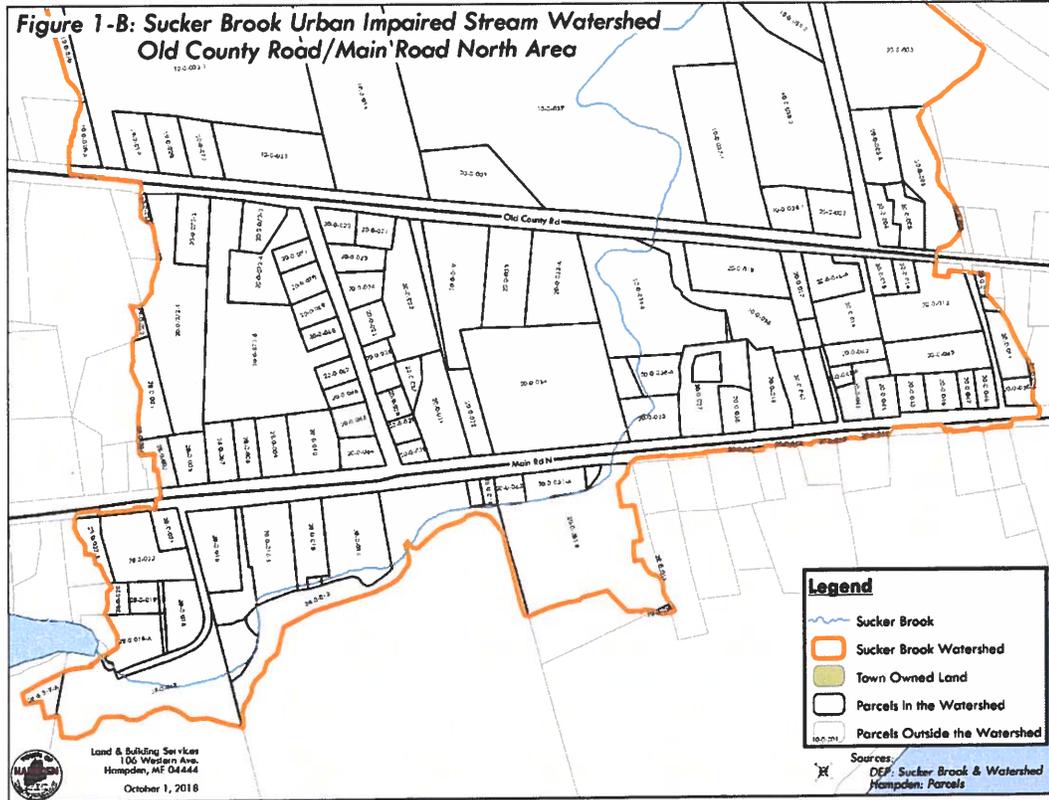


Figure 2: Zoning in the Sucker Brook Watershed

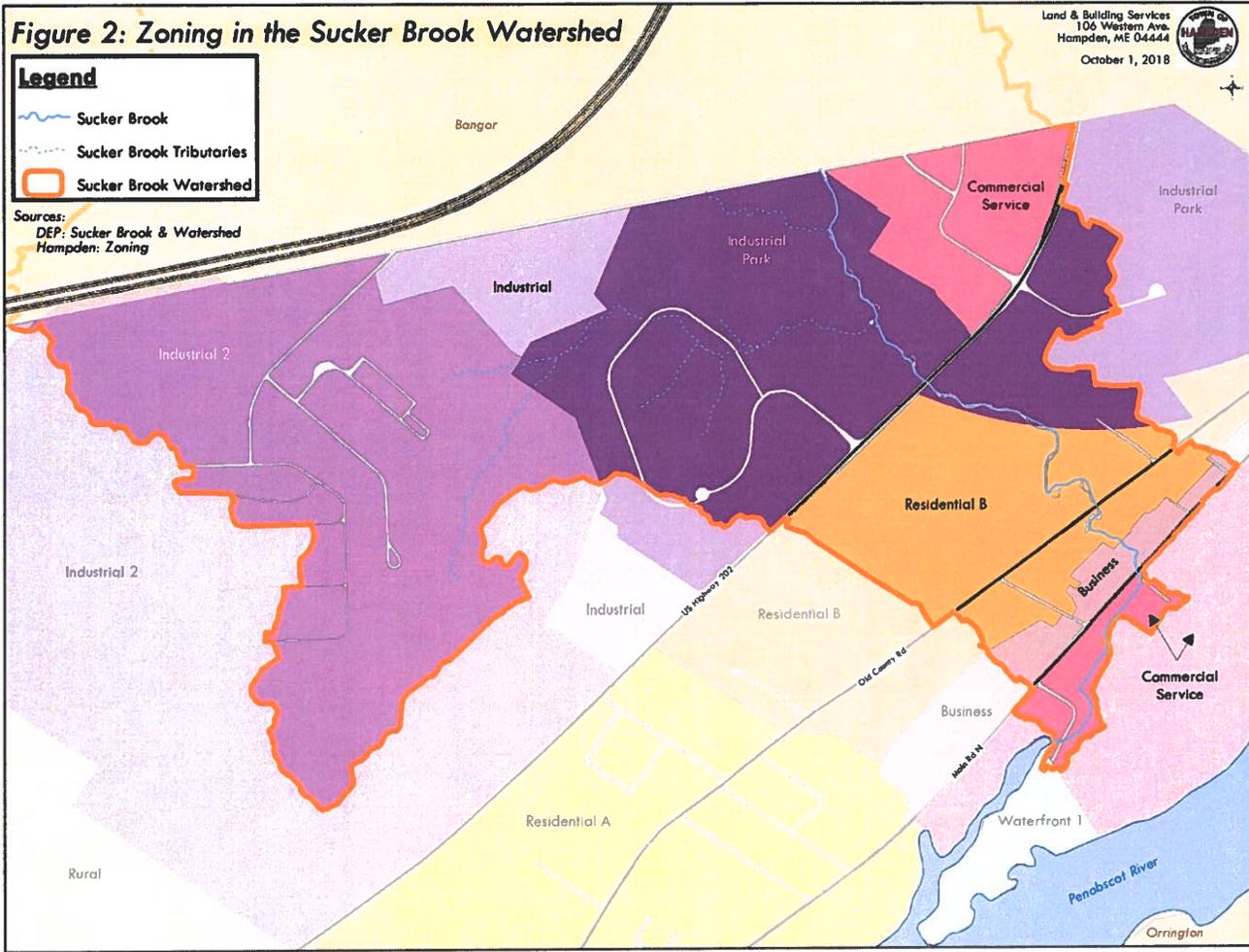
Land & Building Services
106 Western Ave.
Hampden, ME 04444
October 1, 2018



Legend

- Sucker Brook
- Sucker Brook Tributaries
- Sucker Brook Watershed

Sources:
DEP: Sucker Brook & Watershed
Hampden: Zoning



3. Fee Amount

The MDEP will determine the amount of the fee that is due, based on the area of roofs, other impervious areas, and landscaped areas (see Chapter 501, section 3A). As of October 2018, the fees were \$5,000 per acre of roof, \$12,500 per acre of other impervious surface, and \$2,500 per acre of landscaped area; fractions of acre are prorated. The fee is assessed regardless of treatment of stormwater from the site.

Payment of the fee is optional; the alternative being to mitigate existing development within the watershed to reduce stormwater pollution. Refer to Chapter 501 for information on that option.

4. Process for Receiving Compensation Funds

A developer electing to pay into the Sucker Brook Compensation Fee Utilization Fund must notify the Planning Department in writing.

Upon receiving the compensation fee, the Town will provide the developer with a written receipt confirming payment of the fee. The developer is responsible for submitting this receipt to MDEP to enable MDEP to issue the necessary permits for the proposed project.

The Town will deposit the payment into the Sucker Brook Compensation Fee Utilization Fund.

5. Compensation Project Implementation

The Hampden Planning Department will determine when sufficient funds have been collected to begin a project using the funds in the Sucker Brook Compensation Fee Utilization Fund. Projects eligible for funding are described in Attachment A.

For projects that involve privately owned property, project initiation should follow these steps:

- a) Town staff will contact the property owner to confirm interest in completing the project. Refinements to the project may be made upon written agreement by the Town, the property owner, and any lessee affected.
- b) The Town will develop detailed design plans and specifications for the project, with assistance from consultants if necessary and with input/assistance from the property owner.
- c) The Town will formalize the plan for long term maintenance of any stormwater BMP's to be installed on the site. This plan, which must conform to the most recent version of the Maine Stormwater BMP Manual, must identify the parties responsible for such maintenance, a schedule for regular maintenance and inspections, and any penalties for failure to follow the maintenance plan.
- d) The Town will construct the project, with a contractor if necessary and with input/assistance from the property owner.

6. Authorization and Revisions to the Sucker Brook Compensation Fee Utilization Plan

This Plan was developed by the Town of Hampden and has been reviewed and approved by the MDEP. This Plan may be revised from time to time as additional compensation projects are identified that will fulfill the goal of reducing stormwater pollution in Sucker Brook. It will be updated upon completion of a Sucker Brook Watershed Management Plan, which likely will be done in cooperation with the City of Bangor. Based on a Stream Corridor Assessment of Sucker Brook completed by Bangor and Hampden in 2014, a majority of potential impacts to the brook were identified in the Bangor portion of the watershed. Any proposed revisions to this Plan require MDEP approval.

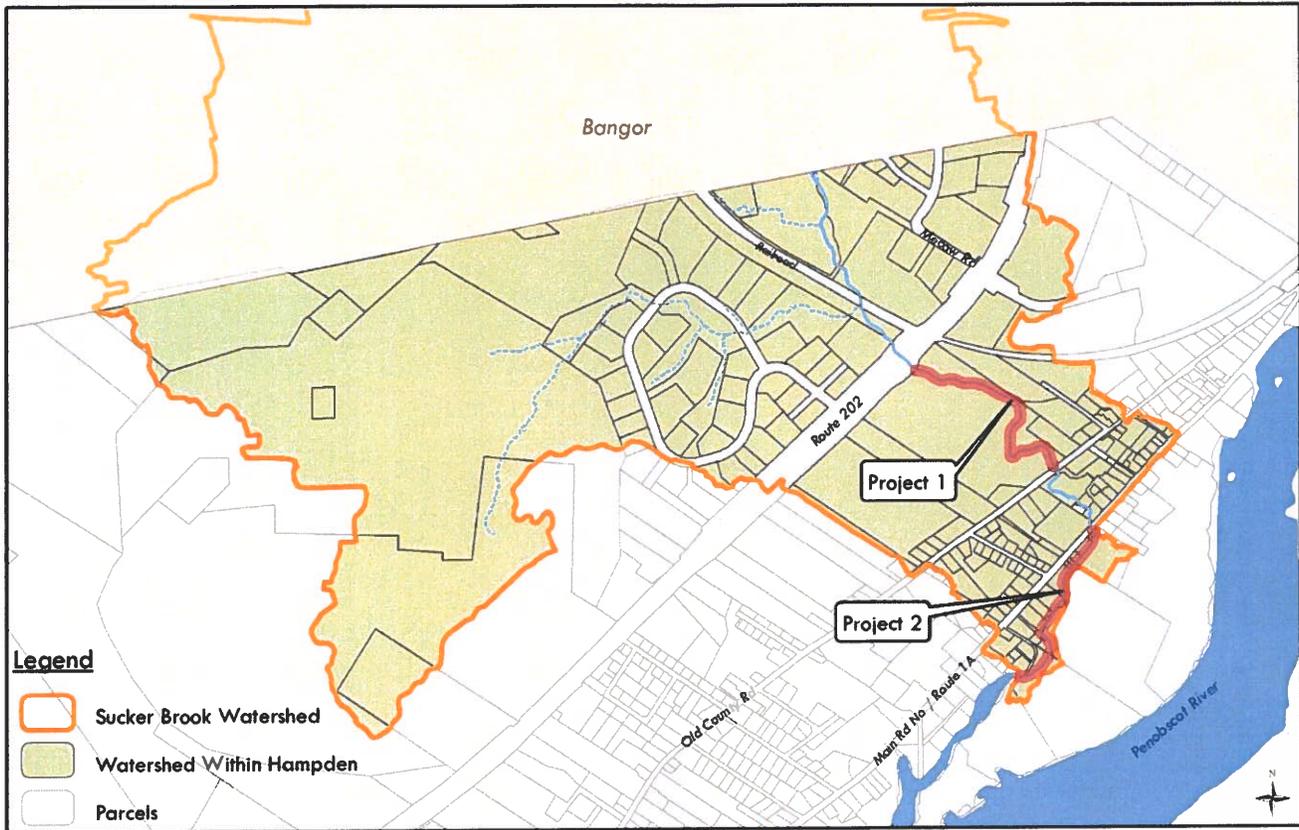
Approved by the Maine Department of Environmental Protection on _____
Date

Printed Name and Title

Signature

Attachment A – Compensation Projects, Sucker Brook Watershed

The map below shows the locations of the projects identified in this attachment.



Project 1:

Project Name: Bank Stabilization – Route 202 to Old County Road

Property Owner: John F. Perry Jr.

Site Address: Opposite 333 Old County Road

Parcel: 10-0-037

Project Type: Bank and stream bed stabilization

Estimated Design Cost: \$37,500

Estimated Installation Cost: \$212,500

Total Estimated Cost: \$250,000

Project Description: To perform a fluvial-geomorphological study of the stream to identify areas in need of stabilization and to design mitigation strategies, and to implement those strategies to reduce erosion of the stream bank, sedimentation of the stream, and to allow the stream to stabilize over time. This project will require an agreement with the property owner. Current land use is agricultural, a cattle farm.

Project location – Route 202 to Old County Road; through the Perry Farm



Project 2:

Project Name: Bank Stabilization – Main Rd N to Penobscot River

Property Owner: Various (8 property owners, 15 parcels)

Site Address: 681 Main Rd N to Marina Road (behind development)

Parcel: Map 20 Lots 51-B, 51-A, 63; Map 28 Lots 11, 13, 14, 15, 16, 16-B, 17, 18-A

Project Type: Bank stabilization

Estimated Design Cost: \$20,000

Estimated Installation Cost: \$180,000

Total Estimated Cost: \$200,000

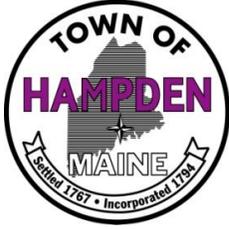
Project Description: To perform a fluvial-geomorphological study of this stretch between Main Road North (Route 1A) and the confluence of Sucker Brook with the Penobscot River to identify areas where bank stabilization could be done to minimize future bank erosion and sedimentation of the stream without contributing to problems in the stream, which could improve habitat.

Specific areas to target may include:

- The area behind Rawcliffe’s car wash and garage, where old cars are lodged into the stream bank and automotive fluids can wash into the stream; potential projects include removal of cars and stabilization of the bank with rip-rap or gabion baskets, installation of an oil/water separator in or adjacent to the parking lot, installation of a silt filter.
- The area through Lane Construction’s site, where the culvert is failing and the stream banks are eroding; potential projects include removing the culvert and providing an open channel for fish passage and stabilization of the banks.
- The entrance to the Bangor snow dump, where sediment and mud tracking are a problem; potential projects include adding 100 feet of rock apron to the entrance/exit to prevent tracking mud.
- Doing a stream cleanup event in this stretch of stream and doing targeted public outreach to reduce littering and improper disposal of goods and materials.



Project location



Item D. 5. b.

106 Western Avenue
Hampden, Maine 04444
Office: 207-862-3034
Facsimile: 207-862-5067

MEMORANDUM

TO: Finance & Administration Committee & Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Sean Currier, Public Works Director
DATE: February 19, 2019
RE: Authorization for Town Manager to Execute a Contractual Agreement with Coastal Resources of Maine, LLC to Reduce the Tipping Fee Cost of Hauling Recyclables

This memorandum requests approval for the Town Manager to execute the attached contractual two-party agreement between the Town and the Coastal Resources of Maine, LLC (CRM, LLC) for the purposes of reducing the cost to the Town for the delivery of Town-generated acceptable recyclable waste products collected at the Town's Transfer Station.

Background

The Town owns and operates a Transfer Station where it permits authorized residents to deposit single-sort recyclable waste. The Town is a Joining Member of the Municipal Review Committee, Inc. (MRC) by virtue of having a valid Joinder Agreement, that grants the Town membership rights and the ability to participate in the MRC-sponsored reduced cost programs for the disposal of the Town's municipal solid waste (MSW) and recyclables. The opportunity presented by the newly constructed Material Recovery Facility (MRF) using Fiberright technology to process both MSW and recyclables here in Hampden benefits our residents.

The Town has historically paid the standard fees dictated by the Joinder Agreement for the hauling of these waste products to destinations (landfills, waste-to-energy facilities, or other waste processing facilities) and these fees are presently \$70/ton for all materials. This Agreement offers the Town a reduced tipping fee of \$35/ton for acceptable recyclables. The process will not alter the current collection practices, and only slightly alters the acceptable materials list to exclude glass and #3-7 plastics. CRM, LLC has already begun a public education campaign with MRC member communities and will coordinate with their efforts to educate our citizens about the benefits of this arrangement.

Fiscal Impacts

Execution of the contract will allow the Town to begin realizing the tipping fee savings for delivery of recyclables when CRM, LLC accepts regular commercial delivery. This is expected to occur in March or April of this year. Savings to the Town will be determined once this process begins, so an exact savings amount is not yet available; however, an estimated savings will be contained in the FY20 budget and shared as soon as it becomes available.

Legal Issues

Staff has submitted the contract to Rudman Winchell for review on behalf of the Town and is awaiting comments regarding any issues of concern.

Staff Recommendation

Staff requests Council authorize the Town Manager to execute the Contractual Agreement and arrange for the delivery of acceptable recyclables per the agreement to the CRM, LLC facility, subject to satisfactory legal review by the Town's Attorney.

Should our attorney identify any issues of minor concern, the Town Manager would attempt to negotiate these minor changes with CRM, LLC for accommodation and execute the acceptable agreement, pending positive legal review of the modified contract. Should the attorney identify any major issues of concern, the Town Manager shall not execute the agreement and would bring those issues to Council and determine if Council wishes to enter into formal negotiations for a new agreement to be presented at a future Council Meeting for the Town's consideration.

COASTAL RESOURCES OF MAINE LLC
RECYCLING SERVICES AGREEMENT
for MRC COMMUNITIES

THIS AGREEMENT (this "Agreement") made this _____ day of _____, 20__ (the "Effective Date") by and between Coastal Resources of Maine LLC, a Delaware limited liability company with offices at 1450 South Rolling Road, Baltimore, Maryland, ("Coastal") and the Town of _____, located in _____ County, in the State of Maine (the "Town") with offices at _____.

WHEREAS, Coastal owns, is constructing and will bring into commercial operation an advanced recycling and mixed-waste processing facility located at 92 Harold Bouchard Way, Hampden, Maine that, once operational, will be capable of accepting and processing materials collected through single-stream recycling programs (the "Facility"); and,

WHEREAS, the Town operates or sponsors programs for collection of Recyclable Materials within its boundaries and controls the disposition of the materials collected through the programs that it operates or sponsors; and,

WHEREAS, the Town is seeking a cost-effective and environmentally sound manner for processing of Recyclable Materials that are collected through programs under the Town's control; and,

WHEREAS, the Town is a Joining Member of the Municipal Review Committee, Inc. (the "MRC") by virtue of having executed a Joinder Agreement dated as of _____ (the "Joinder Agreement") with the MRC regarding the management and disposal of municipal solid waste ("MSW") originating within the Town's borders; and,

WHEREAS, the MRC owns the land on which the Facility is being constructed, which land is being leased to Coastal pursuant to a Restated and Amended Site Lease dated as of August 17, 2017 (the "Site Lease") and subsequently amended on November 10, 2017;

WHEREAS, the MRC is obligated to have its Joining Members deliver MSW to the Facility pursuant to a First Amended and Restated Master Waste Supply Agreement between the MRC, Coastal and Fiberright LLC dated as of August 17, 2017, as amended by that certain First Amendment to Master Waste Supply Agreement on November 21, 2017 (the "Master Waste Supply Agreement"); and,

WHEREAS, Section 5.2 of the Master Waste Supply Agreement obligates Coastal to accept materials from Single Stream Recycling Programs and other programs involving collection or accumulation and delivery by Joining Members of Recyclable Materials to the Facility, and to designate tipping fees for acceptance of such materials that do not exceed 50 percent of the tipping fee charged to Joining Members for MSW under the Master Waste Supply Agreement and the Joinder Agreement; and,

WHEREAS, Coastal is willing to accept and process at the Facility the Recyclable Materials that are collected through programs under the Town's control in accordance with its obligations to the MRC and Joining Members under Section 5.2 of the Master Waste Supply Agreement, and certain other Recyclable Materials collected from within its borders as contemplated by Section 2 of this Agreement, in each case subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Coastal and the Town hereby agree as follows:

1. Definitions. Capitalized terms used herein and not defined below shall have the meaning set forth in the Master Waste Supply Agreement. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

- a. "Contaminants" means any material or Acceptable Waste not included under the heading of Acceptable Materials in the Program List.
- b. "Hauler" means any Municipal Hauler or Private Hauler.
- c. "Hazardous Materials" shall have the meaning ascribed to it in the Master Waste Supply Agreement.
- d. "Municipal Hauler" means any entity or person that performs delivery services on behalf of the Town, including delivery of Recyclable Materials to the Facility, which term shall include the Town when it delivers Recyclable Materials with its own employees or agents.
- e. "Private Hauler" means any entity or person, other than a Municipal Hauler that delivers to the Facility Recyclable Materials collected from within the boundaries of the Town.
- f. "Private Waste Generators" means non-residential generators of waste located within the boundaries of the Town that have advised the Town of their desire to deliver Recyclable Materials to the Facility under this Agreement and that are included on a list of Private Waste Generators furnished by the Town to Coastal which list shall include the name and address of each Private Waste Generator and which shall be updated periodically by the Town, as appropriate, to reflect additions to and deletions from the list.
- g. "Program List" means a list of Recyclable Materials accepted by Coastal for processing at the Facility as further defined by Attachment A hereto and as subsequently amended in accordance with the terms hereof.
- h. "Recyclable Materials" means acceptable materials that are source separated, either at the origination point or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of Coastal are capable of being processed at the Facility for return to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Materials or Contaminants.
- i. "Single Stream Recycling Program" means the program for processing of single stream Recyclable Materials operated by Coastal at the Facility, whereby Coastal accepts materials delivered on behalf of towns that have been separated from MSW prior to delivery to the Facility but are accepted and handled in a commingled fashion without separation of each individual material from each other material.

- j. "Town" means a municipality as defined in 30-A M.R.S.A. § 2001 or other governmental entity or association that is party to this Agreement and a Joinder Agreement.
- k. "Unacceptable Materials" means any materials included under the heading of Unacceptable Materials in the Program List.

2. Delivery and Acceptance of Recyclable Materials.

- a. Town agrees to deliver or cause to be delivered to the Facility, on an exclusive basis, Recyclable Materials on the Program List that are generated within the boundaries of the Town and collected by or delivered to the Town or on behalf of the Town pursuant to a recycling program that the Town operates and or sponsors and oversees. It is understood that eligibility for delivery under this Recycling Services Agreement specifically includes and is limited to (i) Recyclable Material collected by Municipal Haulers from residents and municipal facilities by or on behalf of the Town and originating within the boundaries of the Town; and (ii) Recyclable Material originating and collected within the boundaries of the Town from Private Waste Generators, but only to the extent that the MSW generated by such Private Waste Generators is also being delivered to the Facility pursuant to an executed Joinder Agreement and has been accounted for in the determination of the Estimated Delivery Amount in Section 3.3(b) of the Joinder Agreement with the Town. Deliveries involving split loads with fractions collected from within two or more Joining Members or both within a Joining Member and within a municipality that is not a Joining Member shall be allocated appropriately, on a case-by-case basis as agreed between Coastal, the Town, and the MRC, provided that Coastal shall have the ability to determine that deliveries are not eligible for the tipping fee set forth in Section 6 hereof to the extent that the delivered material did not originate within a Joining Member or would not otherwise be eligible for such tipping fee hereunder. The Town shall not have a minimum obligation regarding delivery quantities, nor shall it be required to institute flow control or implement other measures to direct to the Facility Recyclable Materials collected by others through programs not under its control. The Town shall not initiate, operate, sponsor or oversee any recycling program from which Recyclable Materials are not delivered to the Facility; provided, however, that the Town can continue pre-existing programs for diversion of specific materials, provided that a list and description of such programs and the materials included is provided to Coastal prior to the execution of this Agreement.
- b. Subject to the terms and conditions of this Agreement, Coastal agrees to receive and process all Recyclable Materials described in paragraph 2(a) above that are delivered to the Facility in compliance with the terms hereof.
- c. Coastal shall be entitled to receive and retain any and all value, proceeds and/or benefits derived from the processing of all Recyclable Materials delivered to the Facility by or on behalf of the Town.

3. Collection and Transportation of Recyclable Materials.

- a. The Town and each Private Waste Generator delivering, or causing to be delivered, Recyclable Materials to the Facility shall be responsible for all costs associated with collection and transportation thereof and shall ensure that all vehicles delivering Recyclable Materials to the Facility on its behalf shall comply with the applicable delivery requirements of the Joinder Agreement and the Master Waste Supply Agreement. Until delivery to the Facility and acceptance by Coastal, Recyclable Materials remain the property of the Town or the Private Waste Generator, as the case may be, and all responsibility for safe and lawful handling rests with the Town or the Private Waste Generator until such delivery and acceptance.
- b. Upon acceptance of Recyclable Materials by Coastal, all responsibility belongs to Coastal, provided that any Hazardous Materials or Unacceptable Materials delivered by the Town or a Private Generator to the Facility and inadvertently accepted by Coastal shall remain the responsibility of the Town or the Private Generator, as the case may be, and the handling thereof shall be subject to the terms and conditions of this Agreement.
- c. Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by Coastal.
- d. The Town acknowledges that (i) the materials to be delivered by Municipal Haulers under this Agreement shall be Recyclable Materials listed under the heading of Acceptable Materials on the Program List that is Attachment A to this Agreement, and (ii) the materials listed under the heading of Unacceptable Materials on the Program List are considered Contaminants. Coastal may revise the Program List up to twice a year upon 60 days prior notice to Town and to affected Private Waste Generators, provided that (a) Coastal shall provide notice of the same revisions to the Program List to all Joining Members that have entered into a Recycling Services Agreement with Coastal on the same schedule; (b) Coastal shall provide the Town with revised templates of information materials reflecting such change at the time of the notice, shall maintain a website with information on Recyclable Materials and Contaminants, and shall update online and other information on the Program List to reflect such revisions on a timely basis; and (c) in the event that Coastal reduces the range of Acceptable Materials on the Program List to a level that is below what the Town considers acceptable in its reasonable discretion, then the Town can terminate this Agreement by giving notice of termination to Coastal within 45 days of receipt of the notice of the change in the Program List. Such termination shall take effect on the later of the effective date of change of the Program List and the date that is 15 days from receipt by Coastal of a termination notice from the Town.
- e. The Town shall use reasonable commercial efforts to provide information to the users of its Recycling Programs regarding materials that are Acceptable Materials and Unacceptable Materials or Contaminants pursuant to the Program List and to discourage inclusion of Contaminants and Hazardous Materials with Recyclable Materials. Coastal shall make available sample templates of informational materials to support the dissemination of information by the Town but shall have no obligation or

responsibility to educate the Town's users regarding the same other than as set forth in Section 3.d. above and elsewhere herein.

4. Inspection and Acceptance. Coastal shall have the right to inspect deliveries of Recyclable Materials in order to evaluate the level of Contaminants of each load. Upon inspection:

- a. In the event that Coastal or its operator deems there to be excessive amounts of Contaminants in the material but lower than 10%, Coastal will issue a warning letter to the Town(s) or Private Waste Generator(s) supplying the material. If a Town or Private Waste Generator receives three or more warning letters within a two-month period and continues to deliver loads deemed by Coastal or its operator to contain excessive amounts of Contaminants, then the contents of such loads containing excessive amounts of Contaminants delivered to Coastal from the Town(s) or Private Waste Generator(s) identified in the warning letter will be considered MSW that is subject to the MSW tip fee. Subsequent loads that do not contain excessive amounts of Contaminants will be charged the per-ton tipping fee then in effect for Recyclable Materials.

- b. For ANY load that contains ten percent (10%) or greater Contaminants by volume, Coastal has the discretion to process the entire load as if it were MSW, and the Town or Private Waste Generator, as the case may be, will pay Coastal the tipping fee for such load as if it were MSW under the Joinder Agreement.

With regard to clauses (a) and (b) above, Coastal shall document the level of Contaminants in each load for which charges in excess of the tipping fee for Recyclable Materials are applied, both with photographs and with a reasonable basis for determining that the level of Contaminants exceeds the applicable threshold. Coastal shall provide such documentation to both the Town or the Private Waste Generator, as the case may be, and to the MRC within five days of receipt of the load. In the event that a load containing such Contaminants consists of materials provided by more than one Town or Private Waste Generator, the expenses and the supplemental disposal fee shall be allocated among the Towns or Private Waste Generators providing such materials in proportion to the amount of materials delivered by each as compared to the total tonnage of the entire load. Notwithstanding the above, Coastal shall not assess the additional charges set forth in clauses (a) and (b) above to the extent the Contaminants were attributable to materials no longer being accepted as a result of a change in the Program List effective within 45 days of the date of delivery.

Loads containing any Hazardous Materials, including but not limited to, medical waste, will be rejected by Coastal or its operator and disposed of at an appropriate facility designated by Coastal. All costs associated with management and disposal of Hazardous Materials, including but not limited to medical waste, will be at the sole expense of the Town or Private Waste Generator, as the case may be, from which they originated and shall be payable within 15 days of invoicing. Coastal will assess a market-based fee per ton for the load billable to the Town or Private Waste Generator, as the case may be, as a supplemental disposal fee payable to Coastal. In the event that a load contains such Hazardous Waste and the load consists of materials provided by more than one Town or Private Waste Generator, the expenses and the supplemental disposal fee shall be

allocated among the Towns or Private Waste Generators from which such materials originated in proportion to the amount of materials delivered by each as compared to the total tonnage of the entire load.

5. Term of Agreement.

This Agreement shall commence on the Effective Date and shall be effective for two (2) years unless sooner terminated under the terms hereof.

- a. The Town or Private Waste Generator, as the case may be, will supply and deliver Recyclable Materials to the Facility as of the Effective Date and may also supply and deliver Recyclable Materials on an intermittent basis in advance of the Effective Date in accordance with the terms hereof and in such reasonable quantities and at the times requested by Coastal, to the extent it is able to do so without violating the terms of any other delivery agreement or arrangement for delivery of such Recyclable Materials. Any such deliveries shall be deemed made under, and shall be subject to, the terms of this Agreement.
- b. To facilitate continuous service, this Agreement will be automatically renewed for successive two (2) year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent two (2) year term, as applicable.
- c. Notwithstanding anything in this Section 5 to the contrary, the following events shall constitute an “Event of Default” by the Town under this Agreement and Coastal shall have the right to terminate this Agreement upon an occurrence thereof:
 - (i) the termination of either the Joinder Agreement or the Master Waste Supply Agreement;
 - (ii) the Town’s failure to timely pay any undisputed fee due by it under this Agreement within 30 days after notice from Coastal that the same is due and unpaid;
 - (iii) the Town shall have failed to fulfill its obligations under this Agreement and such failure has not been cured within thirty (30) days following receipt of written notice from Coastal;
 - (iv) the Town delivers, whether by Hauler or through its own employees or agents, loads containing Hazardous Materials more than twice in any 12-month period; or
 - (v) an event of default occurs under the Joinder Agreement that is not cured within any applicable cure period.
- d. Notwithstanding anything in this Section 5 to the contrary, the following events shall constitute an “Event of Default” by Coastal under this Agreement and the Town shall have the right to terminate this Agreement upon an occurrence thereof:
 - (i) Coastal shall have failed to fulfill its obligations under this Agreement and such failure has not been cured within thirty (30) days following receipt of written notice from the Town or the MRC;
 - (ii) the termination of either the Joinder Agreement between the Town and the MRC, the Site Lease or the Master Waste Supply Agreement; or

(iii) Coastal breaches its obligations under this Agreement, the Master Waste Supply Agreement or the Site Lease and fails to cure the default within the applicable cure period.

6. Tipping Fees and Most Favored Nation Pricing. The tipping fee for loads of Recyclable Materials delivered under this Agreement by the Town or by Private Waste Generators shall be \$35.00 per ton subject to annual increase equal to the amount of annual increase in the CPI as provided in the Joinder Agreement. The Tipping Fee may be adjusted from time to time upon 30 days prior notice by Coastal to the Town and to the Private Waste Generators, but in no event shall it be more than 50 percent of the tipping fee charged to the Town for MSW under the Joinder Agreement (the MSW Tipping Fee), provided that, in the event that Coastal signs a Recycling Services Agreement with any municipality at less than 50 percent of the MSW Tipping Fee, or with a broader Program List than is available to the Town, or containing other more favorable substantive terms, the tipping fee in this Agreement shall be reduced to match such lower tipping fee, and the terms of this Agreement shall be deemed modified to incorporate such other more favorable substantive terms. Payment shall be on a monthly basis in accordance with procedures set forth in the Joinder Agreement and Master Waste Supply Agreement.
7. Notices. All notices required by this Agreement shall be considered sufficiently given if sent by certified or registered U.S. Mail, return receipt requested, or by recognized overnight courier, addressed to the party at the following addresses:

If to Coastal:

Coastal Resource of Maine LLC
c/o Fiberight, LLC
BWtech@UMBCSouth
1450 South Rolling Road
Halethorpe, MD 21227
Attn: Craig Stuart-Paul, Chief Executive Officer

If to Town:

If to MRC:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Attn: Executive Director

8. Compliance with Laws. The Town and Coastal shall each comply with all Federal, State and local laws, regulations, rules, ordinances and orders of any kind which are applicable to the Town's performance under this Agreement.

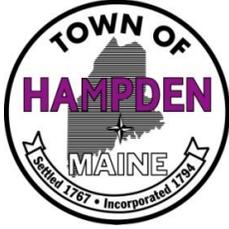
9. Indemnification. To the extent permitted by law, Coastal and the Town shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the indemnifying party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 9 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, contractors or employees. Nothing herein is intended to nor shall limit the immunities and limitations of liability available to the Town pursuant to the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq.

10. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part, except with the prior written consent of the other party. Notwithstanding the provisions of this Section 10, Coastal shall have the right to assign this Agreement in connection with financings related to the Facility without the Town's prior written consent. In addition, the Town hereby agrees to execute any and all agreements, certificates or other documents (including any necessary consent to assignment) in form and content reasonably acceptable to the Town that the assignee in question with respect to any financing may request in order to effectuate and evidence the intent of this Section.

11. Severability. In the event that any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.

12. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.

13. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine without regard to conflict of law provisions. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



Item D. 5. c.

106 Western Avenue
Hampden, Maine 04444
Office: 207-862-3034
Facsimile: 207-862-5067

MEMORANDUM

TO: Finance & Administration Committee & Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Sean Currier, Public Works Director
DATE: February 19, 2019
RE: Authorization for Town Manager to Execute MDOT Utility Receivable Agreement on Federal Aid Project #'s: STP-1157(700)X & STP-2169(200) for Town Sewer Utilities on Route 1A & Grist Mill Bridge

This memorandum requests approval for the Town Manager to execute a standard two-party agreement between the Town and the Maine Department of Transportation (MDOT) for the purposes of including Town-owned utilities to be constructed/reconstructed within the project limits of the State projects described above.

Background

The Town owns sewer utilities within the MDOT Right-of-Way (ROW) of the Route 1A Rehabilitation Project construction limits. The standard practice for the construction or replacement of municipality-owned utilities located within the project limits of a State-managed project is to bid that work in conjunction with the State in partnership with the municipality.

The attached Utility Receivable Agreement authorizes MDOT to include the plans and bid specifications for the Town's utilities (provided by the Town) in their project bid documents and commits the Town to funding those improvements. The agreement specifically limits the Town's funding obligation to the costs associated with replacement of existing sewer gravity mains, force mains and sewer manholes and adjustments to facilitate the highway rehabilitation and bridge construction.

The Utility work will be paid for by the Town, and any changes that increase the Utility work estimate or amount will be paid for through a written modification of this agreement approved by both the Town and MDOT, prior to any project cost increases being approved by MDOT.

Fiscal Impacts

Award of the contract for construction of Town Sewer Utilities, as designed by the Town's consultant, will obligate the Town to estimated capital costs of approximately \$1,281,000. The Town obtained Public Referendum support in June 2018 up to the previously estimated potential cost of \$1,359,400. The Town will proceed with obtaining Bond Anticipation Note (BAN) funding for this amount, per the agreement.

Staff Recommendation

Staff requests the Council authorize the Town Manager to execute the Agreement and Appendix A on behalf of the Town and secure the pre-bond construction funds as required.

<i>MaineDOT Use Only</i>	
TEDOCS #:	_____
CT#:	_____
CSN#:	_____
Program:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Hampden</u>	Estimated Agreement Amount: \$ <u>1,281,000.00</u>
State WIN #: <u>11577.00 & 21692.00</u>	Vendor Customer #: _____
Federal Aid Project #: <u>STP-1157(700)X & STP-2169(200)</u>	MaineDOT Signed Date: _____
	Forecasted Agreement End Date: <u>December 1, 2020</u>

THIS AGREEMENT, in duplicate originals entered into the last date signed herein at the end of this agreement, between the **Maine Department Of Transportation** (hereafter the “Department”) and **TOWN OF HAMPDEN**, duly authorized and existing under the Laws of the State of Maine and having an office in the Town of Hampden, County of Penobscot (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number STP-1157(700)X & STP-2169(200); WIN: 11577.00 & 21692.00 (the “Project”) for highway improvements in the Town of Hampden, Penobscot County;
2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination: The Department has identified the locations of existing utility facilities owned and maintained by the Utility and lawfully installed within the limits of the public highway right-of-way and the impact limits of the Project that must be relocated to accommodate the Project (the “Affected Facilities”);

AND

The Utility has expressed an interest in installing new utility facilities within the limits of the public highway right-of-way and the impact limits of the Project (the “Affected Facilities”).

3. The Affected Facilities consist of replacement of sewer gravity mains, force mains and sewer manholes as well as sewer manhole adjustments to facilitate bridge construction and highway rehabilitation.

4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the "Utility Work") and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.
5. The Parties wish to establish a process for including the Utility Work in the Department's construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.
- e. **Standard Approach:** The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A. The Utility agrees to have these items included in the Department's Project construction contract. Bidders will be required to bid both the Project work and the Utility Work. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or

amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.
 - ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.

8. Ownership of Completed Utilities: Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.

9. Claims: The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.

10. Indemnification: The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be

construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.

11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.

12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least 5 years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's "*Utility Accommodation Rules*", which are incorporated and made a part hereof by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.

14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any

remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: Derrick Carleton
Address: 219 Hogan Road, Bangor
E-mail: derrick.carleton@maine.gov
Telephone: (207)215-3231

For the Utility:

Name: Jim Chandler
Address: 106 Western Ave., Hampden
E-mail: townmanager@hampdenmaine.gov
Telephone: (207)862-3034

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first above written by its duly authorized representatives.

IN THE PRESENCE OF:

TOWN OF HAMPDEN

Witness

By: _____

Print Name: Jim Chandler

Town Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Witness

By: _____

Print Name: Richard Crawford

Director, Bureau of Project Development
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

TOWN OF HAMPDEN
(Route 1A, Hampden)

FEDERAL AID PROJECT NO. STP-1157(700)X & 2169(200)
STATE PROJECT IDENTIFICATION NUMBER (WIN) 11577.00 & 21692.00

Project Scope: Replacement of sewer gravity mains, force mains and sewer manholes as well as sewer manhole adjustments to facilitate bridge construction and highway rehabilitation.

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Unit	Estimated Quantity	Unit Price	Utility Cost
304.1	Aggregate Subbase Course - Gravel	CY	325	\$30.00	\$9,750.00
304.16	Aggregate Base Course - Type C	CY	155	\$50.00	\$7,750.00
403.2081	Hot Mix Asphalt, 12.5 mm Polymer Modified	TON	45	\$200.00	\$9,000.00
403.213	Hot Mix Asphalt, 12.5 mm Nominal Max. Size (Base)	TON	90	\$200.00	\$18,000.00
626.221	Non-Metallic Conduit, Concrete Encased	LF	600	\$95.00	\$57,000.00
626.11	Precast Concrete Junction Box	EA	3	\$1,000.00	\$3,000.00
652.36	Maintenance of Traffic Control Devices	CD	44	\$400.00	\$17,600.00
652.38	Flaggers	HR	2600	\$20.00	\$52,000.00
656.75	Temporary Soil Erosion and Water Pollution Control	LS	1	\$50,600.00	\$50,600.00
659.1	Mobilization (10% of Construction Cost)	LS	1	\$101,300.00	\$101,300.00
801.03	Test Pits	EA	3	\$1,000.00	\$3,000.00
801.07	Temporary Sewer Bypass	LS	1	\$70,000.00	\$70,000.00
801.17	8-inch PVC Sanitary Sewer (SDR-35)	LF	2100	\$150.00	\$315,000.00
801.18	12-inch PVC Sanitary Sewer (SDR-35)	LF	410	\$175.00	\$71,750.00
802.102	12-inch Force Main	LF	50	\$175.00	\$8,750.00
802.141	4-inch PVC Sanitary Sewer (SDR-35)	LF	420	\$150.00	\$63,000.00
803.17	4-ft. Diameter Precast Sewer Manhole	EA	13	\$6,000.00	\$78,000.00
803.172	5-ft. Diameter Precast Sewer Manhole	EA	2	\$7,000.00	\$14,000.00
803.181	Remove/Abandon Manhole	EA	14	\$500.00	\$7,000.00
812.162	Adjusting Sewer Manhole to Grade	EA	30	\$800.00	\$24,000.00
822.34	8-inch Class 52 Ductile Iron Pipe	LF	400	\$120.00	\$48,000.00
822.36	12-inch Class 52 Ductile Iron Pipe	LF	45	\$150.00	\$6,750.00
827.3	Rock Excavation Remove and Refill	CY	75	\$250.00	\$18,750.00
827.302	Unsuitable Soil Excavation - Below Grade	CY	75	\$30.00	\$2,250.00
827.312	Select Backfill	CY	75	\$30.00	\$2,250.00
827.33	Trench Insulation	LF	200	\$20.00	\$4,000.00
830.13	Sewer Main Bridge Crossing	LS	1	\$100,000.00	\$100,000.00
832.07	Owner's Testing Allowance	LS	1	\$2,000.00	\$2,000.00
Construction Sub-Total:					\$1,164,500.00
10% Contingency:					\$116,500.00
Total Construction Cost:					\$1,281,000.00

Mobilization and Temporary Soil Erosion and Water Pollution Control costs for utility work will be paid as a proportionate percentage of the total contract.

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
Utility will be billed monthly until completion of utility work.	VARIES BASED ON QUANTITIES INSTALLED	MONTHLY BEGINNING JUNE, 2019

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067

D-5-d

February 12, 2019

Ms. Peggy Brown
White House Motel, Inc.
155 Littlefield Avenue
Bangor, Maine 04401

RE: Abatement Request

Dear Ms. Brown,

This notice is in response to your letter dated December 18, 2018 in which you requested abatement of the personal property taxes assessed to the White House Motel, Inc.

As we have discussed, White House Motel has failed to respond to the Town's request for a list of personal property sent pursuant to 36 M.R.S.A. § 706-A within the required thirty-day time period. In that event, also under 36 M.R.S.A. § 706-A, a taxpayer may not apply for an abatement of those taxes unless the taxpayer both submits the requested list *and* "satisfies the assessing authority...that the taxpayer was unable to furnish the list and answers in the time required."

While you did eventually submit the list of requested property, you have not provided any reason, explanation, or evidence to show that you were unable to furnish the list within the time required. Therefore, 36 M.R.S.A. § 706-A bars you from applying for an abatement.

For these reasons, your December 18, 2018 request to abate White House Motel's 2018 personal property taxes is denied.

You have 60 days from the date this notice is received to appeal this decision. An appeal may be taken to the Hampden Board of Assessment Review (mailing address: Hampden Town Office, 106 Western Avenue, Hampden, ME 04444). You may also call the Assessor's office at (207) 862-4500 with any questions.

I have requested that this item be placed on the Finance Committee Agenda as well as the Council Agenda for the meeting February 19th. The Finance Committee Meeting begins at 6:00 PM and the Council Meeting begins at 7:00 PM. Both are open to the public and you are welcome to attend.

Sincerely,

A handwritten signature in cursive script that reads "Kelly J. Karter".

Kelly J. Karter, CMA 2
Hampden Assessor



Item D. 5. e.

MEMORANDUM

106 Western Avenue
Hampden, Maine 04444

Office: 207-862-3034
Facsimile: 207-862-5067

TO: Finance-Administration Committee & Town Council
FROM: Jim Chandler, Town Manager-Treasurer *JNC*
DATE: February 14, 2019
RE: 2019 Foreclosures Report

The Town collects property tax revenues for all taxable parcels and monitors the accounts to determine when owners become delinquent. When a property tax becomes delinquent for a period of eighteen months from the date of tax lien it matures to foreclosure.

The Town has fifteen properties with outstanding taxes from 2017, and of those two are currently enrolled in a repurchase (payment) plan. The attached list is provided as supporting documentation for this year's foreclosure list of properties.

The total amount of tax revenue in arrears from the 2017 tax year equals \$ 24,497.99.

By State Statute the Treasurer, if authorized by the Council may waive this revenue owed; however, that is not recommended (M.R.S.A. Title 36 §944).

It is recommended that Council allow these property owners to either make payment on or before the deadline of February 25, 2019 – or the Town will foreclose.

If the Town identifies any properties on the attached list that it wishes to waive its right to foreclose upon – that action is required at this meeting.

Respectfully submitted.

**TOWN OF HAMPDEN
2017 TAX FORECLOSURE LIST**

Acct Name	Location	Mortgage Holder	Amount Due
1817 BUTLER, JAMES	691 Main Rd	Key Bank	4,104.84
1841 BUTLER, JAMES JR	458 Main Rd	Merrill Merchants	1,183.08
1821 BUTLER, JAMES W JR	Land Main Rd	Merrill Merchants	479.73
3306 BUTLER, JAMES W JR 947-5145	317 Old County Road		561.52
02/14/2019 called will pay			
1958 CLARK, CHARLES C III 299-8679	41 Sunset Ave	Maine Savings FCU	704.65
2121 GALLANT, JOHN A JR			1,668.15
REPURCHASE AGREEMENT UNTIL 2020			
2684 HAND, GEORGE J, ESTATE C	185 Kennebec Rd		1,226.86
949-5208			
3171 MARTIN, ERIC V	105 Carmel Rd South		515.87
659-2853			
3091 MURRAY, BARBARA A	1312 Carmel Rd North		137.64
862-2584			
1804 PRESCOTT, MARY ELLEN	Hampden MH Park Lot 47		143.29
286 PULLEN, RAYMOND M			636.93
REPURCHASE AGREEMENT UNTIL 2020			
1896 RAMBO, JONATHAN M	69 Laskey Lane		922.70
1822 REED, JEFFREY L	669 Main Rd North		1,017.75
1712 TWEEDIE, ROBERT	372 Old County Rd		1,143.38
945-3896			
923 WILSON, BRANDON S SR	787 Western Ave	Blaine & Carol Harvey; IRS	4,060.23
1489 WILSON, BRANDON S SR	83 Fowlers Landings	Blaine & Carol Harvey; IRS	1,874.11
3459 WILSON, BRANDON S SR	809 Western Ave	Blaine & Carol Harvey; IRS	4,117.26
			<u>24,497.99</u>

FORECLOSURE DATE: FEBRUARY 25 6:00 PM

UPDATED: 02/14/2019 3:15 PM