

HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

MONDAY

NOVEMBER 18, 2019

7:00 P.M.

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
  - 1. SIGNATURES
  - 2. SECRETARY'S REPORTS
    - a. None
  - 3. COMMUNICATIONS
  - 4. REPORTS
    - a. Finance & Administration Committee Minutes – 10/21/2019
    - b. Infrastructure Committee Minutes – None
    - c. Planning & Development Committee Minutes – 10/02/2019
    - d. Services Committee Minutes – None
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
  - 1. NEWS, PRESENTATIONS & AWARDS
  - 2. PUBLIC HEARINGS
  - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
  - 4. UNFINISHED BUSINESS
    - a. Town Manager search update – if needed

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

AGENDA

5. NEW BUSINESS

- a. Authorization to engage the firm of Eaton Peabody as bond counsel for the 2019 SRF bond anticipation note and general obligation bond in the amount of \$754,000 for the Western Avenue & Dewey Street sewer projects – *referral from Finance & Administration Committee*
- b. Council execution of the 2019 SRF bond anticipation note and general obligation bond in the amount of \$754,000 for the Western Avenue & Dewey Street sewer project – *referral from Finance & Administration Committee*
- c. Permission to close the office from 11:30 a.m. to 1:30 p.m. on December 19<sup>th</sup> for the employee Christmas party

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT

**Town of Hampden****FINANCE & ADMINISTRATION COMMITTEE MEETING**

Monday, October 21, 2019

**6:00 P.M.**

Hampden Town Office

**Minutes***Attending:**Mayor McPike**Councilor Wright**Councilor Ryder**Councilor Jarvi**Councilor McAvoy**Councilor Wilde**Paula Scott, Interim Town Manager/Clerk**Jessica Albee, Recording Clerk*

*Chair Wright called the meeting to order at 6:07 p.m.*

**1. Meeting Minutes – 10/07/2019**

Motion made by Councilor Jarvi; seconded by Councilor Ryder. 4-1-0.

**2. Review & Sign Warrants – Committee members reviewed and signed the disbursement warrants.****3. Unfinished Business****a. Town Manager Search update**

Interim Manager, Paula Scott mentioned that Don Gerrish a consultant from Eaton Peabody, has interviewed the Department Heads and asked employees what they would like to see in a manager. The Public meeting for Citizens input will be held on November 30<sup>th</sup> in the Council Chambers. There was also more discussion about the calendar sent out by Don Gerrish and how there will need to be some follow-up on the timeline.

**b. Council rules discussion**

Councilor Jarvi mentioned adding track changes to the document, to easily identify the changes discussed in the meeting. He then went over Article 3 in the Council rules and there was some further discussion.

**4. New Business****a. Recommend authorization for the expenditure of \$600.00 from**

# **Town of Hampden**

Finance & Administration Committee Meeting

10-21-2019

Minutes

Cemetery Reserve (3-708-00) to repurchase Plots 1241, 1242 and 1243 at Lakeview Cemetery from Delbert and Anita Davis

Motion by Councilor McAvoy; seconded by Councilor Jarvi.

Unanimous 5-0-0.

5. Public Comment- None
6. Committee Member Comments- None
7. Manager's Comments- None
8. Adjourn- The meeting adjourned at 6:59 pm.

Respectfully Submitted

Jessica Albee  
Recording Clerk



Town of Hampden

**Planning and Development Committee**

Wednesday October 2, 2019, 6:00 pm

Municipal Building Council Chambers

**Minutes**

Attending:

Committee/Council

Eric Jarvi, Chair  
Dennis Marble  
David Ryder  
Terry McAvoy

Staff

Karen Cullen, Town Planner  
Jared LeBarnes, Building Official  
Ryan Carey, CEO

Public

Chance Sudbeck  
John Higgins

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

1. Minutes for the September 4, 2019 meeting – **Motion** to approve as submitted made by Councilor Ryder; second by Councilor Marble; carried 3/1/0.
2. Information Concerning Town Manager Search: Nothing to report.
3. Committee Applications: None.
4. Citizen's Initiatives: None.
5. New Business
  - a. Town Center, formation of a Citizen's Task Force – main points of discussion:
    - The "town center" area includes Western Ave through the town owned recreational property; may want to come up with a different name as "town center" implies a smaller area.
    - Staff will confirm process for setting up a task force.
    - Hampden Academy students want to be involved and will be invited; reach out to other organizations such as the Boy Scouts who do community service projects.
    - This is a long term (multi-year) project, need to make that clear from outset.
    - Chairman Jarvi and Planner Cullen will draft a flyer which will be sent out to the town center project mailing list as well as other organizations to solicit volunteers.
    - Continue discussion at the November P&D meeting.
  - b. Referrals to Town Council:
    - i. Private Event Venue Licensing Ordinance – this is a new ordinance that goes hand in hand with the proposed zoning amendment to add Private Event Venues as a use, with regulations governing them. After discussion it was decided to amend section 6D to read "applicable taxes are current" instead of "personal property taxes are paid in full"; Planner Cullen will check with other staff to ensure this is correct language.

**Motion** by Councilor Marble to refer the Private Event Venue Licensing Ordinance as amended to Town Council for public hearing; second by Councilor Ryder; carried 4/0/0.

- ii. **Post-Construction Stormwater Management Ordinance** – These amendments correct definitions, correct the applicability language to clarify only developments in the MS4 area are subject to the ordinance, clarify the maintenance agreement language, and modify the fees language to refer to the Fees Ordinance.

**Motion** by Councilor Ryder to refer the proposed amendments to the Post-Construction Stormwater Ordinance as submitted to the Town Council for public hearing; second by Councilor Marble; carried 4/0/0.

- iii. **Non-Stormwater Discharge Ordinance** – These amendments correct the definition of urbanized area and change the enforcement authority from the Building Inspector to the Code Enforcement Officer and the DPW Director.

**Motion** by Councilor Marble to refer the proposed amendments to the Non-Stormwater Discharge Ordinance as submitted to the Town Council for public hearing; second by Councilor McAvoy; carried 4/0/0.

- iv. **Fees Ordinance** – These amendments, from several departments, address the required annual review of the ordinance. New fees are proposed for the Private Events Venue Licensing Ordinance and the Post-Construction Stormwater Ordinance. After discussion it was decided to increase the draw account deposit for the technical review (2.16.2) to \$1,000. The building permit fees are proposed to be increased for the first time in about 20 years; they will still be lower than most of the fees charged in our peer municipalities. Jared LeBarnes explained the rationale and research that resulted in the proposed fees, noting that currently the taxpayers are essentially subsidizing the work associated with building permit reviews and inspections, and as a result the code team is unable to address desired improvements to their work (e.g. online permitting). Discussion about capping commercial fees. Another proposed increase is for private swim lessons in the Pool article; after discussion it was noted that there may be a desire to increase the fees for all non-resident services in the recreation and pool articles; testimony at the public hearing may provide input needed by the Town Council to make a decision on this issue.

**Motion** by Chairman Jarvi to refer the proposed amendments to the Fees Ordinance as amended to Town Council for public hearing; second by Councilor Ryder; carried 4/0/0.

#### 6. Unfinished Business

- a. **Pine Tree Landfill** – this item was tabled until the November meeting since the Environmental Trust did not meet last month and we need their input before moving ahead on this topic. Also waiting for DEP and staff to discuss the report and submit their input.

#### 7. Zoning Considerations/Discussions: None

#### 8. Updates:

- a. **Housing Options** – Planner Cullen reported on the housing conference she attended October 1st. There are various options and ideas being developed across the country to address housing needs for various populations, some may work here. This is a long term

project but one which should be addressed through zoning initiatives to encourage more housing options to maintain a diverse population in the town.

- b. Jared LeBarnes introduced Ryan Carey, our new Code Enforcement Officer.
- c. Planner Cullen noted three additional development proposals going before the Planning Board next week, including a rezoning application for a parcel on Western Ave from Residential B to Business.

9. Public Comments: John Higgins is purchasing the Perry Farm from his grandfather and is interested in growing marijuana; noted he wants to work with the town on a variety of projects from a solar farm to improving Sucker Brook.

10. Committee Member Comments: None

11. Adjournment: Motion by Councilor Marble to adjourn the meeting at 7:40 pm; second by Councilor Ryder; carried 4/0/0.

*Respectfully submitted by  
Karen Cullen, Town Planner*

Items from this meeting for November 6, 2019 P&D meeting:

- Agenda Items:
  - Town Center, formation of Citizen Task Force
  - Pine Tree landfill
- Staff Report:
  -

D-5-a

Daniel S. Pittman  
dpittman@eatonpeabody.com

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Peabody**  
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November 12, 2019

Paula Scott, Interim Town Manager  
Town of Hampden  
106 Western Ave.  
Hampden, ME 04444

Re: 2019 \$754,000 CWSRF Bond Anticipation Note and General Obligation Bond

Dear Paula:

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Bond Anticipation Note (the "Note") and later, the General Obligation Bond (the "Bond") for the same by the Town of Hampden (the "Issuer").

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of Bonds.

As bond counsel, we will examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to the issuance of the Notes and Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinions. We understand this issue will be used to finance the repair and replacement of portions of Hampden's sewer collection system and related costs on Western Avenue (the "Project").

Subject to the completion of proceedings to our satisfaction, on closing of the Note we will render our opinions that:

- 1) The Issuer is a "Municipality" within the meaning of paragraph A of subsection 7-A of Section 5903 of Chapter 225 of Title 30-A of the Maine Revised Statutes Annotated, as amended (the "Act") and the Note constitutes a "Municipal Bond" within the meaning of subsection 6-B of Section 5903 of the Act. The execution, issuance and delivery of the Note have been duly authorized.
- 2) The Loan Agreement has been duly authorized and executed by the Issuer. When duly executed on behalf of the Bank, the Loan Agreement will constitute a valid and binding

obligation of the Issuer to make payments to the Bank of the amounts as therein provided. The Loan Agreement inures to the benefit of the Bank and cannot be amended so as to adversely affect the rights of the Bank or diminish the obligations of the Issuer without the written consent of the Bank.

- 3) The Note is a valid and binding general obligation of the Issuer.
- 4) To the best of our knowledge after diligent inquiry, the Issuer is in compliance with the provisions of Title 30-A sec. 5953-A (3) (a), (b) and (c).

When the Project is completed and the Maine Municipal Bond Bank is prepared to go final, subject to the completion of proceedings to our satisfaction, on closing of the Bond we will render our opinion that:

- 1) The Issuer is a "Governmental Unit" within the meaning of paragraph A of subsection 7-A of Section 5903 of Chapter 225 of Title 30-A of the Maine Revised Statutes Annotated, as amended (the "Act") and the Bond constitutes a "Municipal Bond" within the meaning of subsection 6-B of Section 5903 of the Act. The execution, issuance and delivery of the Bond have been duly authorized.
- 2) The Loan Agreement has been duly authorized and executed by the Issuer. When duly executed on behalf of the Bank, the Loan Agreement will constitute a valid and binding obligation of the Issuer to make payments to the Bank of the amounts as therein provided. The Loan Agreement inures to the benefit of the Bank and cannot be amended so as to adversely affect the rights of the Bank or diminish the obligations of the Issuer without the written consent of the Bank.
- 3) Once the Bank commits funds to the loan, the Bond will be a valid and binding general obligation of the Issuer.
- 4) To the best of our knowledge after diligent inquiry, the Issuer is in compliance with the provisions of Title 30-A sec. 5953-A (3) (a), (b) and (c).

The opinions will be executed and delivered by us in written form on the date the Notes and Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of their dates. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

As bond counsel, we do not advocate the interests of the Issuer or any other party to the transaction. We assume that the Issuer and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Note or Bond, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the Issuer, our responsibility will include the preparation or review of any description therein of: (i) Maine and federal law pertinent to the validity of the Notes or Bonds and the tax treatment of interest paid thereon, (ii) the terms of the Note or Bond, and (iii) our opinion.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, (iv) the responsibilities we assume, we have agreed to perform the responsibilities described above for \$7,500. Our fee will be billed in two installments: \$3,000 at the closing of the Note and the balance of \$4,500 at the closing of the Bond. Such fee may vary: (i) if the principal amount of the Bond actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimated, we will consult with you. In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements.

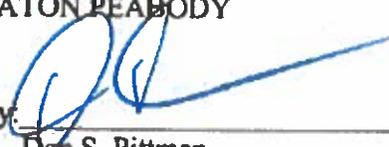
If, for any reason, the financing is not consummated or is completed without the rendition of our opinions as bond counsel, we will expect to be compensated at our normal hourly rates (currently a blended rate of \$295 per hour for all lawyers and paralegals working on the bonds) for time actually spent, plus out-of-pocket expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

This engagement letter is also subject to the attached Standard Terms and Conditions, except as they may be inconsistent, in which case the terms set out in this letter will govern.

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer retaining the original for your files.

Thank you for placing your trust in Eaton Peabody. We will do our best to justify and keep that trust. Should you have any other needs for service, we would be happy to talk with you about whether any of our more than 60 consultants and lawyers are available to meet them. We look forward to working with you.

EATON PEABODY

By:   
Dan S. Pittman

ACCEPTED AND APPROVED:  
TOWN OF HAMPDEN

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Duly Authorized

Dated: \_\_\_\_\_



## **STANDARD TERMS AND CONDITIONS**

### **1. SCOPE OF ENGAGEMENT**

You have engaged Eaton Peabody (the "Firm") to represent you and perform the services listed in the engagement letter accompanying these Terms. One of the purposes of the engagement letter and these Terms is to provide you and this office with a clear and understandable statement of the scope and terms of your engagement of us and to foster a cooperative and professional relationship between attorney and client. These terms will apply except to the extent specifically modified in the engagement letter or other writing.

### **2. RATES AND CHARGES**

Eaton Peabody strives to provide all legal services in an efficient and cost effective manner, and we will bill you in an amount which, in our judgment, reflects the fair value of the services rendered. Where appropriate we will bill a fixed fee amount for a discrete task. In the performance of drafting and negotiation of complex instruments and transactions it is often impossible to fix a fee for that service and we will bill based upon time and other relevant factors. All attorneys and certain other Firm personnel record their time. Each is assigned an hourly rate for a particular project. Rates may vary depending on the person working on the project and on the nature of the services required. Often, fees are based primarily on time devoted to a matter. Current hourly rates for those actively working on your project are available upon request. Rates are subject to periodic adjustment without notice. In addition to hours devoted to a matter, we may also consider, where appropriate, such factors as the nature of the services performed, any special expertise required, the size of the project, the level of responsibility assumed, special time deadlines imposed for completion of work, the result obtained and other relevant circumstances. Time charges include all work performed on a project such as conferences, telephone calls, email and other correspondence, and review and preparation of documents and travel.

In addition to fees for services, you also are responsible for payment of costs incurred by the Firm in connection with the services performed including travel expenses, photocopy and facsimile charges, filing fees and telephone charges. We reserve the right to request advance payment of any significant disbursements.

### **3. FIXED FEES AND ESTIMATES**

Certain routine services, such as certain business entity formation, annual corporate maintenance and filings, are billed on a fixed fee basis. If applicable, those fees will be explained to you at the time of our engagement. Fixed fees normally are payable in advance.

Our engagement letter may set forth an estimate of charges to be incurred in connection with the matter described in the letter. While our estimate is a good faith projection of the range of fees likely to be incurred in rendering the described services, unforeseen contingencies may arise in connection with any matter, and there can be no assurance that our estimate will prove

accurate. The final cost may be more or less than the estimate. If at any time it appears that we will substantially exceed our fee estimate, we will consult with you and will provide a revised estimate before proceeding.

#### **4. ADVANCES**

It is our general practice to require that a retainer be paid before services are performed. The amount of the retainer required will vary from case to case but generally represents an estimate of fees likely to be incurred in the first billing period, which normally is monthly. We also reserve the right to require direct payment in advance of significant disbursements such as for engagement of outside consultants or for travel expenses. Amounts on retainer are credited against disbursements and services as they are incurred. Unless you have expressly agreed that your retainer is to be nonrefundable, any amount remaining on retainer at the conclusion of a matter will be refunded to you or credited to your account on any other pending matter as to which you have engaged us. The requirement of a retainer may be waived for existing clients with a good credit history or in other unusual circumstances.

#### **5. ACCOUNTANT AND EXPERTS**

If, in our opinion, it is advisable for you to engage an accountant, consultant or other expert, and you have not engaged such an expert we will recommend such an expert to you. If we are to engage the services of the expert on your behalf we will obtain your consent prior to engaging his or her services. You will be independently responsible for his or her charges unless other specific arrangements are made.

#### **6. BILLING**

Unless other arrangements have been made, we bill on a monthly basis. Retainer payments are applied against monthly billings. We request payment for all services and expenses within thirty days from the date of our monthly statement and reserve the right to charge a late fee for balances not paid within thirty days. While we will work diligently to perform the services as to which we have been engaged, we cannot guarantee results. Accordingly, unless your engagement letter expressly states otherwise, payment for our services is not contingent on the successful conclusion of any transaction or other matter.

#### **7. INSURANCE**

It is possible that you may have insurance policies relating to the subject of our engagement. You should provide us with copies of all applicable insurance policies and, if coverage may be available, we will, either notify the insurance company about the matter as soon as possible or urge you to do so. We do not undertake any responsibility to advise you on the existence, applicability, or availability of insurance coverage for any of the matters handled by us unless you have provided us with copies of your policies of insurance and expressly requested our advice on potential coverage under those policies. If an insurance company undertakes the payment of any portion of our statements, you will still remain responsible for any amounts not paid by the insurance company.

## **8. WITHDRAWAL**

We reserve the right to withdraw from representing you at any time and for any reason. In addition, while we endeavor to identify conflicts of interest at the outset of an engagement, in the event a conflict is discovered or arises after our engagement, we may be required to withdraw from representing you as a matter of professional responsibility. You will remain responsible for payment of our fees up to the date of our withdrawal. In the event we withdraw, we will provide you with sufficient notice so that you will have the opportunity to employ other counsel.

## **9. CONFIDENTIALITY AND ATTORNEY-CLIENT PRIVILEGE**

In instances in which Eaton Peabody undertakes to represent a corporation or other business entity, its professional obligations are owed to that entity and not to its shareholders, officers, directors, managers or members in their individual capacities. Any such person who feels the need for separate individual counsel is encouraged to seek such counsel from other sources.

Communications between our clients and representatives of the Firm are regarded as strictly confidential. Any such communications made in the context of the attorney-client relationship may also be legally privileged. You should be aware, however, that communications between you and this Firm, including but not limited to email communications, which are shared or otherwise made available to third parties are not privileged, and we may later be legally required to divulge such communications. In addition, conversations between us and shareholders, officers, directors, managers, members or employees of a client are not privileged as to, and may be disclosed to, other shareholders, officers, directors, managers, members or employees of that client.

## **10. INQUIRIES**

Any attorney-client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any questions or comments regarding our services, or the status of your file(s), or whenever any new facts or considerations come to your attention, you should contact the attorney who is principally responsible for your matter. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that are in any way unclear or appear unsatisfactory.

## **11. FILE RETENTION AND DESTRUCTION**

At the completion of the case or matter, we may return your file to you for safekeeping. Otherwise, your file will be retained for a reasonable time period established by Firm policy after which it will be destroyed. If you want us to keep your file for a longer period of time or if you are at all concerned that the documents and materials in your file might be destroyed over time, please request your file at the completion of the case or matter.

## **12. OTHER SERVICES AND FUTURE ENGAGEMENTS**

We look forward to representing you in this matter and others. We are a full service law firm and offer an array of legal services. We also offer legislative, economic development and other services through our affiliate, Eaton Peabody Consulting Group. We would be happy to discuss with you how we might serve your other legal needs. Please note that although our engagement letter may apply to your representation on a particular matter, if you engage us in any other matter, the letter and these Terms will apply unless specifically modified.

## **13. EMAIL COMMUNICATIONS**

E-mail communication is common, efficient, convenient, and cost-effective. However, the security and confidentiality of e-mail is difficult to assess and can be compromised. If you send us e-mail messages, we will assume that you have investigated and are satisfied with the security and confidentiality of the e-mail address(es) and system(s) from which you send them and that you accept the risks of harm resulting from unintended or unwanted disclosure of messages that you send to us or that we send to you using such e-mail address(es) and system(s). Therefore you and we agree that, by sending e-mail message(s) to us, you are authorizing and directing us to communicate with you by e-mail to the address(es) used by you on all matters related to the representation, including sensitive and private information and opinions.

## MAINE CLEAN WATER SRF LOAN AGREEMENT

This LOAN AGREEMENT, dated as of November 25, 2019 by and between the Maine Municipal Bond Bank a public body corporate and politic constituted as an instrumentally of the State of Maine exercising public and essential governmental functions (hereinafter referred to as the "Bank") created pursuant to the provisions of chapter 225 of Title 30-A of the Maine Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Augusta, Maine and the **Town of Hampden**, a body corporate and politic constituting a Municipality within the meaning of Act, duly organized and existing under the laws of the State of Maine (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality has submitted to the Bank an application for financial assistance for a project under the Clean Water State Revolving Loan Fund ("CWSRF") program, and the Bank has reviewed and approved said application and the Maine Department of Environmental Protection ("DEP") has certified to the Bank that the project is eligible for immediate financing under the Act; and

WHEREAS, the Municipality has a need to finance the project for which it has sought financial assistance from the Bank on an interim basis, and

WHEREAS, the Bank is willing to provide the Municipality with said interim financing subject to the terms and conditions set forth in this Loan Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth the Bank and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

### **Section 1. The Loan, Note, Rate, Term and Forgiveness.**

(A) Subject to the terms and conditions of this Agreement, the Bank hereby agrees to lend to the Municipality, and the Municipality hereby agrees to borrow from the Bank and repay to the Bank, or its assigns, the principal amount of **\$754,000** to be evidenced by a taxable note (the "Note"), in a form satisfactory to the Bank, which will provided for an interest rate equal to 2/3rds of the 1-year "AAA" municipal tax-exempt rate then available or 1%, whichever is higher. The interest rate will be fixed for the term of the loan and interest will be due and payable at the end of the term of said Note. The Municipality, at its option, may take down less than the full amount authorized and/or take proceeds from the loan it has with the Bank in installments, provided that proceeds for costs other than pre-design/engineering costs (as defined and approved by DEP) shall not be disbursed until all approvals required from DEP have been obtained. In either event, the Municipality shall be responsible to pay interest on the amount it receives from the date of each draw until the final maturity or redemption of the Note. Said Note shall

be due and payable in full, together with interest accrued thereon, on the first business day after the day on which the Municipality executes permanent financing to repay the Note, or twelve months from the date of said Note, whichever occurs sooner.

(B) The Municipality has been approved by the Bank for loan forgiveness. The amount of forgiveness provided to the Municipality shall be based on the actual cost of the project at substantial completion. Following notification by DEP that the project is substantially complete, the Bank and DEP shall make a final determination, based on the amount of the proceeds expended, as to what portion of the loan, if any, continues to be eligible for forgiveness. The Municipality shall be responsible for payment in full of that portion of the loan that has not been forgiven.

**Section 2. Deposit and Disbursement of Loan Proceeds.**

- (A) The Bank shall establish a Project Construction Account for the Municipality with the Custodian for the Bank (the "Custodian") from which disbursements shall be made to the Municipality for Project Costs.
- (B) Copies of two requisitions (the form of which is attached hereto as Exhibit B) shall be delivered to the Bank and the Technical Consultant. Each requisition shall contain lien waivers and bills, invoices, evidence of payment or such other evidence that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (C) The Custodian will be directed by the Bank to make payments of Loan Proceeds to the Municipality or the Contractor or both upon submission by the Municipality of a requisition to the Custodian for such Loan Proceeds for Project Costs in the form attached hereto as Exhibit B. The Custodian will be irrevocably directed not to make any disbursement unless the requisition for such disbursement shall have been approved by the Bank and the Technical Consultant.

**Section 3. Representations and Warranties.**

- (A) Representations of the Bank. The Bank represents and warrants as follows:
  - (1.) The Bank is a public body corporate and politic, and an instrumentality of the State of Maine, established and existing under the laws of the State of Maine;
  - (2.) The Bank is authorized by law to accept notes from an eligible municipality for the interim financing of an eligible project under the CWSRF program;
  - (3.) The execution and delivery by the Bank of the Loan Agreement and the consummation of the transaction contemplated in each of the foregoing will not violate any indenture, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Bank is a party or by which it is

bound, or to the best of the Bank's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Bank, and all consents, approvals, authorizations and orders of the governmental or regulatory authorities which are required for the consummation of the transaction contemplated thereby have been obtained;

- (4.) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the Bank, threatened against or affecting the Bank, or to the knowledge of the Bank, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, would adversely affect the validity of this Loan Agreement.

(B.) Representations of the Municipality. The Municipality represents and warrants as follows:

- (1.) The Municipality is a body corporate and politic constituting a Municipality within the meaning of the Act duly organized and existing under the laws of the State and has full legal right, power and authority to conduct its business and own its properties and to enter into this Loan Agreement;
- (2.) This Loan Agreement and the Note have each been duly authorized and, when executed and delivered will constitute legal, valid and binding obligations of the Municipality; the defense of sovereign immunity is not available to the Municipality in any proceedings by the Bank to enforce any of the obligations of the Municipality under this Loan Agreement or the Note and, to the fullest extent permitted by law, the Municipality consents to the initiation of such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceeding;
- (3.) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, any basis therefor, (i) affecting the creation, organization or existence of the Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of the Loan Agreement or the Note, or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby;
- (4.) The Note constitutes a validly issued, legally binding general obligation of the Municipality secured as set forth therein;
- (5.) The Municipality has full legal right and authority and all necessary permits, licenses and approvals (other than such permits, licenses or approvals which

are not, by their nature, obtainable prior to substantial completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the project and to carry out and consummate all transactions contemplated by this Loan Agreement;

- (6.) The Municipality represents that it is in compliance with the provisions of Title 30-A Section 5953-A (3) of the Act.
- (7.) The Municipality has adopted all necessary resolutions for reimbursement of project costs (including amounts borrowed hereunder) with tax-exempt financing as required under the Treasury Regulation Section 1.150-2 and any amendment thereto.
- (8.) The Municipality covenants that the project will comply with the Federal requirements applicable to activities supported with Federal funds, including requirements identified in Exhibit A. The Municipality further covenants that it is in compliance with State objectives for women's and minority business enterprise participation in projects financed with Federal funds under the Federal Clean Water Act.
- (9.) The estimated cost of the Project is at least equal to the amount of the loan.
- (10.) The Municipality will at all times comply with Section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) regarding prevailing wage rates ("Davis-Bacon"). The Municipality or its assignee, acting as contract administrator, shall be responsible for monitoring compliance of contractors and subcontractors concerning federal wage rates under Davis-Bacon. The contract administrator shall review certified payrolls, conduct employee interviews and complete any other actions required to determine compliance, using forms approved by the DEP. Certified payrolls and signed compliance review forms shall be submitted to the DEP with each pay requisition.
- (11) The Municipality will at all times comply with all federal requirements applicable to the loan (including those imposed by the Water Resources Reform and Development Act of 2014 and related SRF Policy Guidelines) which the Municipality understands includes, among other, requirements that all of the iron and steel products used in the project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Municipality has requested and obtained a waiver from the federal Environmental Protection Agency pertaining to the project or (ii) the appropriate state agency has otherwise advised the Municipality in writing that the Project is exempt from the American Iron and Steel Requirement.
- (12) The Municipality will at all times comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the appropriate state agency such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands

that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bonds and/or other remedial actions.

(13) The Municipality is required to certify that they have met the statutory requirements for critical assets within the Fiscal Sustainability Plan ("FSP") area and developed an FSP that includes, at a minimum, the specific criteria contained in the Maine CWSRF Fiscal Sustainability Plan Requirements. The Municipality agrees that the FSP acceptable to the DEP shall be completed and the required certifications submitted to the DEP on or before the date designated by the DEP.

(14) The Municipality shall communicate to the public that CWSRF funds are contributing to the Project, using any of the following means: (1) standard project signage; (2) poster or brochures available at a public location; (3) newsletter, periodical or press release; (4) insert or pamphlet in a utility bill; and/or (5) online or social media.

#### **Section 4. Conditions of Lending.**

The obligation of the Bank to provide interim financing to the Municipality shall be subject to the fulfillment at the time of closing of the following conditions:

- (A) The Municipality shall have executed and delivered to the Bank this Loan Agreement and the Note in a form satisfactory to the Bank and its counsel.
- (B) The Municipality shall have executed and delivered to the Bank a duly certified copy of the vote of the appropriate officials authorizing the interim and permanent borrowing from the Bank under the CWSRF program and the interim borrowing.
- (C) The Municipality shall provide the Bank with an opinion of counsel, satisfactory to the Bank, that the representations and warranties of the Municipality contained in this Loan Agreement are true and accurate on or as of the closing date and that the Municipality has complied with all of the requirements of the Bank for interim financing under the CWSRF program in a form acceptable to the Bank.

#### **Section 5. Compliance with Title 2 U.S. Code of Federal Regulations Part 200 (previously A-133) Single Audit Act Requirements.**

The Municipality covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of Federal funds, including the Note or any portion thereof. To demonstrate compliance with this requirement, the Municipality agrees to undertake the following activities during construction of the Project and until the final maturity of the Note:

- (A) Maintaining an annual accounting system, on a fiscal year basis, and identifying all expenditures of Federal financial assistance. The Bank will provide detail of any expenditures made from the proceeds of the Note during the Municipality's fiscal year.
- (B) Determining if a Single Audit Act report is required.
- (C) Submitting to the Bank its Single Audit Act report when it is completed. The audit must be submitted within a period of nine (9) months following the end of the audit period.
- (D) Notifying the Bank when there are findings and recommendations pertaining to any federal funds advanced from the Note and initiating corrective actions for audit reports with findings and recommendations that impact the Note. Management decisions for corrective actions shall be made within six months of the receipt of the audit report.

**Section 6. Miscellaneous Provisions.**

- (A) In the event the Municipality defaults in the performance of the covenants or agreements set forth in this Loan Agreement or in the Note, the Bank shall have all rights and remedies permitted by law and equity, including but not limited to the right to declare the Note due and payable at once and notify the Municipality in writing of said default.
- (B) In the event the Bank has to commence legal action under this Loan Agreement or Note the Municipality shall be responsible for paying all costs and expenses, including attorney fees incurred by the Bank for such legal action.
- (C) In the event the Municipality does not elect to follow through on the permanent financing for its approved project under the CWSRF program the Note given to the Bank for the interim financing shall be due and payable on demand by the Bank.
- (D) In the event for any reason the project for which the Municipality is seeking permanent financing under the CWSRF program is determined to be ineligible for the program the interim financing Note shall be due and payable on demand by the Bank.
- (E) No failure or delay on the part of the Bank in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercises thereof or the exercise of any right, power or remedy hereunder.

- (F) No modifications or waiver of any provision of this Loan Agreement shall be effective unless the same shall be in writing signed and duly authorized by both the Bank and the Municipality.
- (G) All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if mailed by certified mail to the Bank or the Municipality at their respective addresses, or at such other addresses as any party may have designated in writing.
- (H) All agreements, representations, and warranties, made by the Municipality herein or in any other document or certificate delivered to the Bank in connection with the transaction contemplated by this Loan Agreement, shall survive the delivery of this Agreement and the Note, and shall continue in full force and effect so long as the Note is outstanding.
- (I) This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (J) This Loan Agreement and the Note shall be deemed contracts made under the laws of the State of Maine and shall be governed by and construed in accordance with the laws of the State of Maine.
- (K) The Municipality in the performance of this Loan Agreement will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, age, sex, marital status, physical handicap, political beliefs, mental retardation or history of mental disorder in any manner prohibited by the laws of the United States or of the State of Maine.

IN WITNESS WHEREOF, the parties hereunto have each caused this Loan Agreement to be duly executed as of the day and year first written above.

**Maine Municipal Bond Bank**

By: \_\_\_\_\_  
Its Executive Director

**Town of Hampden**

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

[SEAL]

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

ATTEST:

\_\_\_\_\_  
Its

**LIST OF FEDERAL LAWS AND AUTHORITIES**

**ENVIRONMENTAL:**

- Archeological and Historic Preservation Act of 1974, PL 93-291
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act Conformity, 42 U.S.C. 7401 et seq.
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Environmental Justice Executive Order 12898
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq.
- Fish and Wildlife Coordination Act, 16 U.S.C. 661
- Floodplain Management, Executive Order 11988, as amended
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, PL 94-265, as amended
- Marine Mammal Protection Act, 16 U.S.C. 703
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Environmental Policy Act, PL 91-190
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands Executive Order 11990, as amended
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, section 1424(e), PL 92-523, as amended

- Wild and Scenic Rivers Act, PL 90-542, as amended

#### ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

#### SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, 42 USC 6102
- Title VI of the Civil Rights Act of 1964, 42 USC 2000d
- Section 13 of the Federal Water Pollution Control Act; Prohibition against sex discrimination
- Equal Employment Opportunity, Executive Order 11246
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794
- Disadvantaged Business Enterprise, PL 101-549 (the Clean Air Act) and PL 102-389 (the Clean Water Act)
- Promoting the Use of Small, Minority and Women-Owned Businesses, Executive Orders 11625, 12138, and 12432
- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, PL 100-590
- Department of Veterans Affairs and Housing and Urban development, And Independent Agencies Appropriations Act of 1933, PL 102-389

MISCELLANEOUS AUTHORITY:

- Uniform Relocation and Real Property Acquisition Policies Act of 1971, PL 91-646
- Debarment and Suspension, Executive Order 12549
- Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, Executive Order 13202, as amended
- American Iron and Steel requirement, Section 436 of P.L. 113-76, Water Resources Reform and Development Act of 2014
- Title 40 CFR Part 34, New Restrictions on Lobbying & Section 319 of PL 101-121, related to prohibition of recipients of Federal contracts, grants and loans from appropriating funds for lobbying the Federal Government

## Exhibit B – Form of Requisition

### CWSRF/RD/DEP Partial Payment Request Form

<b>REQUEST NUMBER</b>				No other monies or benefits may be Paid out under this program unless this report is completed as required by existing law and regulation (7 C.F.R. Part 1924)		
This form provides RD & CWSRF with a periodic estimate of work completed and a cost of materials purchased.		RD Project # _____ CWSRF Project # _____				
Name of Owner (Association): _____				From: _____	To: _____	
Employer Identification # (IRS#): _____		Dates of Request: _____				
<b>Description of Project:</b>						
Original	Contract 1		Contract 2		Contract 3	
	<u>Date of Completion:</u>	<u>Contract Amount:</u>	<u>Date of Completion:</u>	<u>Contract Amount:</u>	<u>Date of Completion:</u>	<u>Contract Amount:</u>
Revised:	\$	-	\$	-	\$	-
Item #	Description	Budget Amount	Previous Period	This Period	Total to Date	Balance to Completion
1	Development	\$	-	\$	-	\$
	Contract 1	\$	-	\$	-	\$
	Contract 2	\$	-	\$	-	\$
	Contract 3	\$	-	\$	-	\$
2	Preliminary Expenses	\$	-	\$	-	\$
3	Land & Rights	\$	-	\$	-	\$
4	Legal & Administration	\$	-	\$	-	\$
5	Engineering	\$	-	\$	-	\$
	Administration	\$	-	\$	-	\$
	Design	\$	-	\$	-	\$
	Inspections	\$	-	\$	-	\$
	Other services	\$	-	\$	-	\$
6	Interest/Debt Retirement	\$	-	\$	-	\$
7	Equipment & Misc	\$	-	\$	-	\$
8	MMBB Expenses	\$	-	\$	-	\$
9	Contingency	\$	-	\$	-	\$
10		\$	-	\$	-	\$
	<b>TOTAL</b>	\$	-	\$	-	\$
I certify to the best of my knowledge and belief that the billed costs or disbursements requested are in accordance with the terms of the project and have not been previously requested and that all work is in accordance with the contract documents.						
<b>OWNER SIGNATURE:</b> _____				<b>DATE:</b> _____		
<b>ENGINEER SIGNATURE:</b> _____				<b>DATE:</b> _____		
The review and acceptance of this estimate by RD or CWSRF does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.						
<b>RD / CWSRF:</b> _____				<b>DATE:</b> _____		
<b>CWSRF PROJECT MANAGER:</b> _____				<b>DATE:</b> _____		
<b>CWSRF ACCOUNTANT:</b> _____				<b>DATE:</b> _____		

**APPROVAL OF MAINE MUNICIPAL BOND BANK**

Requisition Number \_\_\_\_\_ is [approved] [approved in part] <sup>1</sup>  
[not approved]<sup>2</sup> by the Maine Municipal Bond Bank pursuant to the Loan Agreement  
dated as of \_\_\_\_\_ between the Maine Municipal Bond Bank and the  
Municipality.

Maine Municipal Bond Bank

Date: \_\_\_\_\_

By: \_\_\_\_\_

<sup>1</sup>Those Portions of the requisition that are approved and those portions that are not approved are described in Schedule A attached hereto, with explanations for items not approved.

<sup>2</sup>Attached hereto as Exhibit A are reasons for denial of approval.

UNITED STATES OF AMERICA  
STATE OF MAINE  
TOWN OF HAMPDEN  
2019 CLEAN WATER STATE REVOLVING FUND BOND ANTICIPATION NOTE

\$754,000

November 25, 2019

The Town of Hampden (hereinafter called the "Town"), in the State of Maine, promises to pay on or before November 24, 2020, to the Maine Municipal Bond Bank, or its registered assigns, the principal sum of

SEVEN HUNDRED FIFTY-FOUR THOUSAND DOLLARS

(\$754,000)

or so much of the foregoing amount that has been advanced hereunder, with interest on such advanced amount from the date of such advance on the unpaid principal amount hereof payable at maturity at a rate of 1.00%.

Principal and interest on this Note is payable at the Maine Municipal Bond Bank, 127 Community Drive, Augusta, Maine. Final payment of the principal of this Note shall be made upon surrender of this Note for cancellation.

This Note is issued by the Town under and by virtue of Title 30-A Section 5772 of the Maine Revised Statutes, as amended, and an Ordinance duly adopted by the Town Council of the Town on March 19, 2018 and by the voters of the Town at a Special Municipal Referendum Election duly called and held on June 12, 2018, to finance the repair and replacement of portions of Hampden's sewer collection system and related costs on Western Avenue (the "Project").

This Note is transferable only upon presentation to the Treasurer of the Town with a written assignment duly acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Town kept by the Treasurer as transfer agent and noted herein by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Note have been done, have happened and have been performed in regular and due form, as required by such law and votes. Principal payment of this Note is a general obligation of the Town, and to payment of principal and interest hereof, when due, the full faith and credit of the Town are irrevocably pledged.

IN WITNESS WHEREOF, the said Town of Hampden has caused this Note to be executed in its behalf by its Treasurer and countersigned by the Town Council, with its corporate seal impressed hereon and attested by its Clerk as of the 25<sup>th</sup> day of November 2019.

TOWN OF HAMPDEN

\_\_\_\_\_  
Treasurer

Countersigned by:

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

(SEAL)

\_\_\_\_\_  
Clerk

CERTIFICATE OF REGISTRATION OF TRANSFERS

This Note is registered in the name of the transferee noted hereon on the books of the Town kept by the Treasurer as transfer agent.

<u>Name of Registered Owner or Transferee</u>	<u>Date of Registration of Transfer</u>	<u>Date to Which Interest Paid</u>	<u>Date To Aggregate Principal Paid</u>	<u>Balance of Principal due</u>	<u>Signature of Treasurer</u>
Maine Municipal Bond Bank	11/25/19	None Paid	None Paid	All	_____

UNITED STATES OF AMERICA  
STATE OF MAINE  
TOWN OF HAMPDEN, MAINE  
2019 CLEAN WATER STATE REVOLVING FUND BOND ANTICIPATION NOTE

CLERK'S CERTIFICATE REGARDING ORGANIZATION, AUTHORIZATION,  
INCUMBENCY, SIGNATURES, LITIGATION AND OTHER MATTERS

Paula A. Scott, duly appointed and qualified Clerk of the Town of Hampden, Maine (the "Town"), certifies as follows with respect to the issuance and sale of the above-referenced Note:

1. Set forth below are the duly chosen, qualified and acting officers of the Town authorized to execute and deliver the Town's 2019 State Revolving Fund Bond Anticipation Note in the aggregate principal amount of \$754,000 (the "Note") to the Maine Municipal Bond Bank to the repair and replacement of portions of Hampden's sewer collection system and related costs on Western Avenue (the "Project").

2. The Penobscot County Town of Hampden was incorporated in 1794 by an act of the Massachusetts legislature, a copy of which, with all amendments, is attached as Exhibit A. The Town has adopted a charter, a true, correct and complete copy of which, with all amendments to date, is attached as Exhibit B.

3. Except for the authorities cited above the Town has no ordinances or regulations pertaining to the issuance of notes, bonds or other obligations or governing the conduct of its business and the proceedings of its Town Council.

4. The following persons are, on the date hereof, all of the Town Council and officers of the Town and are authorized to execute the Note and other documents pertaining thereto. The Clerk has on file a document containing genuine examples of their signatures.

<u>OFFICER</u>	<u>OFFICE</u>	<u>TERM EXPIRATION</u>
David I. Ryder	Deputy Mayor	2020
Ivan McPike	Mayor	2021
Stephen L. Wilde	Councilor	2020
Dennis R. Marble	Councilor	2020
Terry McAvoy	Councilor	2020
Eric Jarvi	Councilor	2021

Shelby Wright

Councilor

2021

Paula Scott

Interim Town Manager,  
Interim Treasurer

Appointed

5. Attached hereto as Exhibit C is a true, correct and complete copy of the notice of public hearing of the Town held on March 5, 2018, which was posted in the usual and customary place pursuant to state law not fewer than seven (7) days prior to the date of the meeting described therein. Attached hereto as Exhibit D is a copy of the published notice of the meeting which was published in the *Bangor Daily News*, a newspaper of general circulation in the Town, on February 26, 2018.

6. On March 5, 2018, at a public meeting duly called and held, the Town Council took comments on the Ordinance and the Project.

7. On March 19, 2018, by vote taken, the Town Council adopted the Ordinance. Notice of adoption of the Ordinance was published in the *Bangor Daily News* on March 23, 2018. A copy of the notice of ordinance adoption is attached as Exhibit E.

8. At a Special Referendum Election duly noticed and held on June 12, 2018, the voters of the Town approved Referendum Ballot Question 1, regarding adoption of the Ordinance, by a vote of 1083 in favor, 390 opposed, and 206 abstaining. A certified copy of the notice of the Special Referendum and of the results thereof is attached as Exhibit F.

9. The Town has not authorized, issued or assumed any debt which is outstanding pursuant to such proceedings for financing of the Project.

10. The borrowing anticipated hereby will not cause total debt of the Town to exceed statutorily imposed limitations on municipal debt, including those set out in 30-A M.R.S.A. sec. 5702 and 5703. The Town is not subject, by other law or contract, to any other limitations on its public debt

11. Attached hereto as Exhibit G is a specimen of the Note, which, except as to execution and authentication, is identical in all respects with the Note this day delivered to the Maine Municipal Bond Bank.

12. The Note has been duly authorized, executed and delivered by the Town and, once the Maine Municipal Bond Bank commits funds to the loan, the Note will be a valid and binding general obligation of the Town.

13. To the best knowledge of the undersigned, no legislation, ordinance, rule or regulation has been enacted or introduced or favorably reported for passage by any governmental body, department or authority of the State of Maine and no decision by any court of competent jurisdiction of such State has been rendered which would adversely affect the exemption of the

Note, the transfer thereof and the income therefrom, including any profits made on the sale thereof, from taxation (except for inheritance, succession and estate taxes) by or under the authority of the State of Maine.

14. There is no litigation, action, suit or proceeding or, to my knowledge after diligent inquiry, circumstance or inquiry or investigation at law or inequity before or by any public board or threatened against or affecting the Town or its property or any basis therefor, to restrain or enjoin the execution, issuance or delivery of the said Note or the levy or collection of the revenues pledged therefor to pay the interest on, or the principal of the said Note, or in any manner questioning the authority or proceedings for the execution, issuance and delivery of the said Note or for the collection of said revenues or relating to the said Note or affecting the validity thereof or the collection of said revenues, or wherein an unfavorable decision, ruling or finding would adversely affect the execution, issuance and delivery of the Note or the validity of the enforceability thereof, the financial condition of the Town or its ability to make payment of principal and interest on the Note as and when due.

15. Neither the lawful existence nor the boundaries of the Town nor the title of any of the present officers thereof to their respective offices is being contested.

16. The Town has not entered into any agreement to share its assessed valuation with any other municipality pursuant to Chapter 223, subchapter V of Title 30-A of the Maine Revised Statutes, as amended, and no such agreement is presently contemplated.

17. The Town has secured all permits, licenses and approvals necessary to the Project, and has established a revenue structure which will generate annually sufficient revenue to repay the principal and interest on the Bond and to pay reasonably anticipated costs of operating and maintaining the Project and the system of which it is a part, and has created a dedicated source of revenue for the repayment of the loan.

18. No proceedings, other than those of which an executed original or a certified copy has been delivered to Eaton Peabody, have been taken with respect to the Note.

IN TESTIMONY WHEREOF, this Certificate has been signed this 25<sup>th</sup> day of November 2019.

TOWN OF HAMPDEN

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Paula A. Scott, Clerk

(SEAL)

UNITED STATES OF AMERICA  
STATE OF MAINE  
TOWN OF HAMPDEN  
2019 CLEAN WATER STATE REVOLVING FUND BOND ANTICIPATION NOTE  
CERTIFICATE OF INDEBTEDNESS

AS OF

NOVEMBER 25, 2019

I hereby certify that as of this date Town of Hampden has no outstanding indebtedness, except as listed below:

<u>Date</u> <u>Incurred</u>	<u>Original</u> <u>Amount</u>	<u>Outstanding</u>	<u>Creditor</u>
2000	\$1,800,000	\$270,000	MABB
2002	\$1,686,000	\$337,200	MABB
2006	\$1,500,000	\$631,583	MABB
2010	\$1,850,000	\$1,159,467	MABB
2011	\$1,825,000	\$1,186,250	MABB
2014	\$902,050	\$766,741	MABB
2018	\$258,810	\$244,688	First N'tnl
2018	\$262,936	\$228,100	Camden N'tnl

I further certify that the Town has not entered into any agreements to share any portion of its assessed valuation with another municipality, and that none are presently under consideration by the Town Council.

I further certify that as of November 25, 2019, the valuation of the Town of Hampden, Maine, as determined by the State Tax Assessor in accordance with Section 305 of Title 36, M.R.S.A., is \$665,150,000.

I further certify that the Town has not incurred debt which would cause total debt outstanding, excluding debt incurred for school purposes, storm or sanitary sewer purposes, or energy facility purposes or for municipal airport purposes to exceed 7 1/2% with last full state valuation. The Town has not set a lower percentage or amount by charter, ordinance or other act of the Town Council. The Town has not incurred debt for school purposes in an amount exceeding 10% of the last full state valuation or for storm and sewer purposes in an amount exceeding 7 1/2% of the last full state valuation. The Town does not have debt outstanding, which, together with the Bonds of this issue, would cause total debt outstanding to exceed 15% of last full state valuation. The Town has not set any lower percentage or amount of debt limit by

charter, ordinance or other act of Town Council or voters of the Town.

Dated: November 25, 2019

(SEAL)

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Interim Treasurer