

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

AUG. 7TH, 2017

7:00 P.M.

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

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - a. July 17th, 2017 Council Meeting Minutes
 - 3. COMMUNICATIONS
 - a. Notification of Acadia Hospital's reply brief – Acadia Hospital Corp. v. Town of Hampden
 - 4. REPORTS
 - a. Finance Committee Minutes –07/17/2017
 - b. Infrastructure Committee Minutes - None
 - c. Planning & Development Committee Minutes – 06/21/2017
 - d. Services Committee Minutes – 06/12/2017
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - a. Proclamation in support of Team Hailey's Hugs and to recognize September as Childhood Cancer Awareness Month
 - 2. PUBLIC HEARINGS –
 - a. Consideration of the proposed repeal and replacement of the Town of Hampden Flow Control Ordinance

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

- b. Consideration of the proposed amendment to Article 4 of the Town of Hampden Fees Ordinance
- c. Consideration of the proposed amendments to Sections 5.3 and 7.2 of the Town of Hampden Zoning Ordinance
- d. Consideration of the proposed Ordinance to Authorize the Borrowing of Funds to Finance the Purchase of Public Works Vehicles and Associated Equipment

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Appointment of Julie Johnston as member of the Board of Appeals
- b. Return of Votes cast at the August 1, 2017 RSU 22 Budget Validation Referendum
- c. Nomination papers for the November 7, 2017

4. OLD BUSINESS - None

5. NEW BUSINESS

- a. Request for authorization for abatement of ambulance bills generated in 2014 and 2015 that remain delinquent beyond the two year collection threshold – *referral from Finance & Administration Committee*
- b. Request for Town Council referral to public hearing the Council Compensation Ordinance – *referral from Finance & Administration Committee*
- c. Council Order # 2017-04 to authorize a land swap with Maine Ground Developers – *referral from Finance & Administration Committee*
- d. Council Order #2017-05 to amend the Bid Procedure Guidelines – *referral from Finance & Administration Committee*
- e. Acceptance of Conservation Easement Holder designation for Constitution Avenue – *referral from Finance & Administration Committee*

- f. Request for authorization for the use of Host Community Benefit funds in an amount not to exceed \$800.00 for the purpose of funding insurance coverage for 2017 Children's Day Activities – *referral from Finance & Administration Committee*

- g. Request for authorization for the expenditure of an amount not to exceed \$1,500.00 from the Municipal Building Reserve for the purpose of paying Hampden Electric for electrical repairs – *referral from Finance & Administration Committee*

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT



B-2-a

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
MINUTES

MONDAY

JULY 17TH, 2017

7:00 P.M.

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

Attending:

Mayor Ryder

Councilor Sirois

Councilor McPike

Councilor Wilde

Councilor Marble

Councilor Cormier

Councilor McAvoy

Town Manager, Angus Jennings

Assistant Clerk, Gigi Dubey

Mayor Ryder called the meeting to order at 7:03 pm.

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

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. June 19th, 2017 Council Meeting Minutes

3. COMMUNICATIONS

- a. Letter of resignation from Aimee E. Smith from the Zoning Board of Appeals after ten years of service
- b. Victualer's license renewal issued to Neally's Corner Store
- c. Victualer's license renewal issued to Circle K/Mac's Convenience
- d. Notice of filing of the EMHS Service charge appeal for hearing at superior court by EMHS legal counsel and the response filing by Town of Hampden's legal counsel

4. REPORTS

- a. Finance Committee Minutes –06/19/2017
- b. Infrastructure Committee Minutes – 05/22/2017
- c. Planning & Development Committee Minutes – 05/17/2017
- d. Services Committee Minutes – 05/08/2017

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

C. **PUBLIC COMMENTS** – *No public comments were made.*

D. **POLICY AGENDA**

1. **NEWS, PRESENTATIONS & AWARDS** - None

2. **PUBLIC HEARINGS** - None

3. **NOMINATIONS – APPOINTMENTS – ELECTIONS**

a. **Appointment of Jennifer Austin as an alternate to the Planning Board** -

Councilor Sirois motioned to accept the appointment of Jennifer Austin as an alternate to the Planning Board, seconded by Councilor McAvoy. Unanimous vote in favor.

b. **RSU 22 Schedule of upcoming elections** - *Town Manager Jennings advised the Council that RSU 22 is conducting a special budgetary meeting this evening (July 17, 2017) at 7:00 pm the same time as the Council meeting. On Tuesday, July 25, 2017 at 7:00 pm there will be Town meeting style meeting at the RSU 22 for the Budget. Town Manager Jennings encouraged the public to be that this meeting, as changes can still be made at that time. It was very apparent that the public heard and made clear that they could make a difference with the vote on the Budget referendum in June. The next Budget Referendum is scheduled for August 1, 2017.*

4. **OLD BUSINESS** - None

5. **NEW BUSINESS**

a. **Request for authorization for the expenditure of \$2,940 from Reserve Account (3-719-00) for the purpose of the restoration of vital records pursuant to Title 5 § 95-B – referral from Finance & Administration Committee** – *Councilor Sirois motioned and Councilor Marble seconded authorization for the expenditure of \$2,940 from Reserve Account (3-719-00) for the restoration of vital records. Unanimous vote in favor.*

b. **Request for authorization for the expenditure of \$12,700 from the Marina Reserve Account (3-773-00) for the purpose of providing the required local match for the Submerged Lands Grant award – referral from Finance & Administration Committee** – *Councilor*

Marble stated the Town is obligated to maintain the Town Dock. The Town Planner and staff was able to get a matching grant. Town Manager Jennings stated that this was budgeted. Councilor Marble motioned and Councilor Sirois seconded the authorization for the expenditure of \$12,700 from the Marina Reserve Account (3-773-00). Councilor McAvoy wanted it known that Hamlin Marine has been putting in and taking the Town Dock out of the water for the Town. Councilor McAvoy commented that the Town should express their appreciation for Hamlin Marine's efforts. Unanimous vote in favor.

- c. **Request for authorization for abatement of ambulance bills generated in 2014 and 2015 that remain delinquent beyond the two year collection threshold – referral from Finance & Administration Committee** - *The Council concluded it would be best to table this issue until staff would be available to confer with regarding this matter.*
- d. **Request for Town Council authorization for the establishment of a Tax Club for 2018 taxes pursuant to Title 36 § 505-506 – referral from Finance & Administration Committee** – *Councilor Sirois motioned and Councilor McAvoy seconded to authorize the establishment of the Tax Club for 2018 taxes pursuant to Title 36 § 505-506. Councilor McPike commented that the Tax Club was not only for people that need to make monthly payments, but also for those that just want to pay their taxes in that fashion. Unanimous vote in favor.*
- e. **Town Council's annual appointment of designated Town of Hampden officials pursuant Title 30-A § 2526(2)** – *Town Manager Jennings advised the Council that these appointments are an annual event. These appointments have not been done in the past, but there is no penalty for not doing so. Town Manager Jennings is just trying to bring this into compliance with the Town Charter. Councilor Marble motioned and Councilor Sirois seconded the annual appointments of designated Town of Hampden officials pursuant Title 30-A § 2526(2). Councilor McPike mentioned that he did not see the Sewer Commissioner among appointed officials. Town Manager Jennings will be checking into this with Town Clerk Paula Scott. Unanimous vote in favor.*
- f. **Request for Town Council referral to public hearing an amendment to Article 4 of the Fees Ordinance for the addition of impound fees – requested by Chief Joe Rogers** – *Councilor Sirois motioned and Councilor Marble seconded to send an amendment to Article 4 of the Fees Ordinance for the addition of impound fees referral to Public Hearing at the next council meeting (August 7, 2017). Unanimous vote in favor.*

- g. **Request for Town Council referral to public hearing, proposed amendments to Articles 5.3 and 7.2 of the Zoning Ordinance- recommended by the Planning Board – Councilor McPike motion and Councilor Wilde seconded to put to public hearing, proposed amendments to Articles 5.3 and 7.2 of the zoning Ordinance. Unanimous vote in favor.**
- h. **Department of Education notice and calculation for funding public education for RSU 22 - Town Manager Jennings informed the Council that the RSU had met on July 12, 2017 regarding the school budget, but they did not have the State numbers as of yet for FY18 State funding. The School Council had to move the Special meeting to tonight. The draft budget show a local increase of just under 1% which is a marketed improvement from the 4.1% that was proposed. The reduction is due to additional States monies available. The School Board will propose what budget is drafted tonight at the District meeting on Tuesday, July 26th in the Hampden Academy gymnasium. The public is strongly encouraged to attend. This meeting will be run in a Town meeting style. This is an opportunity for public comments and questions. What is proposed at tonight's meeting may or may not be what will be voted on August 1st. The proposed budget from the District meeting will be what is voted upon on August 1st.**

E. COMMITTEE REPORTS

SERVICES COMMITTEE – Councilor Marble reported on the meeting from July 10, 2017. The Committee received an update regarding the Broadband Grant from Kyle Severance, GIS/IT. Councilor Marble state that the survey that is out has been clear to some people but, some others do not know what it is for. The Grant calls for a business attraction plan, however the results are really showing that private homes and rural areas are the ones struggling which is not surprising. Kyle also informed the Committee that with the change to Spectrum, Municipal services has gone from \$350 a month to less than \$150 a month. As was mentioned tonight there was a request for authorization for matching funds from the Marina Reserve. There was a request for authorization for funds to offset event insurance for Children's Day this will be on the Finance or Council agenda for August 7, 2017. The Committee also heard on update about Seacoast Soccer. This is a professional organization that is offer to the town at no cost, Elementary level soccer clinics for parents and coaches.

FINANCE AND ADMINISTRATION – Councilor Wilde stated that the Committee last met June 19th. The Committee discussed a MMA Grant for Safety Equipment with matching funds of \$833. The Committee also discussed authorized funds from the Environmental Trust in the amount of \$390,911. This was broken down into 5 different pieces. Approval was given for the 2017 paving projects and moved over to Council for approval. This included Pond Road Chip sealing. Approval was granted for the expenditure of \$41,350 from the Public Works Garage Reserve for Public Works Metal Roof project. \$10,000 Pool Painting project was passed and moved on to Council.

The Committee also discussed in depth the school budget meeting. FY18 Town and Sewer budgets were reviewed.

PLANNING AND DEVELOPMENT – Councilor McPike commented that the last Committee meeting was held on June 21, 2017. The next scheduled meeting is on July 20, 2017. The Committee was updated on the Fiber Right site. The water is now out Coldbrook Road and going into the plant also the site is now cleared. Councilor McPike stated that most of the meeting was addressing citizens' concerns that out on Route 69 there are marijuana growing facilities. Though this is not illegal this discussion has brought up several questions. Those questions have been passed onto the appropriate people. Councilor McPike expressed that the committee will have some answers at the Wednesday's meeting. The State is still up in the air with their decisions on recreational and medical marijuana statutes.

INFRASTRUCTURE – Mayor Ryder informed the Council that the Committee reviewed the cost and solutions for Schoolhouse Lane. Public Works Director, Sean Currier has recommended drains on both sides of the road. The initial cost of the project is \$300,000. To attempt to save funds the Committee is researching other options for this project. The Committee discussed the Waterworks Hill Bridge. The town is responsible for the sewer lines under bridge and are looking into how the town will finance that. Other discussions regarded Sargents progress on the completion of the business park, FY18's Public Works potential reserve cost, Pine Tree Water quality report, and fake flowers at the cemeteries. There will be further discussion regarding the Pine Tree Water quality report and fake flowers at the next Committee meeting.

F. **MANAGER'S REPORT** – Town Manager Jennings thanked Chief Rogers for covering his vacation time. Town Manager Jennings stated that letters have been sent to the citizens that will be impacted by the repaving projects. The projects have been put back to next week. Town Manager Jennings informed the public that there is a special meeting of the Council scheduled for tomorrow, July 18, 2017 at 4:00 pm. This meeting is taking place at the Public Works Garage on Canaan Road, for the purpose of discussing the capital expenditures that are being proposed in the FY18 town budget for Public Works vehicles. Town Manager Jennings reiterated what Councilor McPike stated regarding the Planning and Development Committees information on the Recreational Marijuana Zoning Ordinance. Karen Cullen, Town Planner is implementing amendments to the policy to the direction the Council is prohibiting retail sales and social clubs. There is still ongoing work regarding cultivation and testing and other legalizations. Town Manager Jennings advise the public of the Children's Day Committee meeting at the Skehan Center on July 18, 2017 at 6:00 pm. Even if you are not able to go to participate being on the committee, there is always need for volunteers on the day of the event. Town Manager Jennings also encouraged the public to continue to be involved the RSU 22 Budget process. There is a meeting July 25, 2017 in the Hampden Academy gymnasium. This is a meeting that will let your opinion be heard.

G. **COUNCILORS' COMMENTS** –

Councilor McAvoy – Shop local and buy American

Councilor Cormier – No Comment

Councilor Marble - Public participation is helpful when members of the public get involved by commenting on current business and concerns being brought to the Council. There are currently two different examples where public involvement have made an impact on decisions the first being the RSU 22 School Budget. Another example is when Council Members and Town Manager Jennings advocated to the local legislators to have a fairer and deserving level of State funding for the school so this will take the burden off the tax payers. In short advocacy and getting involved can show results.

Councilor Wilde – No Comment

Councilor McPike – Expressed his concerns of not be able to hear at the School Board meetings when they are held in the Hampden Academy Library. It is discouraging and doesn't not make it inviting for people to go those meetings.

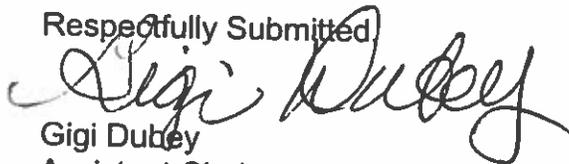
Councilor McPike recommended that something be done to help make it easier to hear and be more inviting to public participation.

Councilor Sirois – No Comment

Mayor Ryder – No Comment

- H. **ADJOURNMENT** – There being no other business, Councilor McAvoy motioned and Councilor Sirois seconded, to adjourn at 7:34. Unanimous vote in favor.

Respectfully Submitted



Gigi Dubey
Assistant Clerk

B-3-a

FARRELL, ROSENBLATT & RUSSELL

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July 25, 2017

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Kelly J. Karter, CMA
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Town of Hampden
RECEIVED

JUL 26 2017

Office of the
Town Manager

Re: Acadia Hospital Corp. v. Town of Hampden – Reply Brief

Dear Angus and Kelly:

Enclosed please find a copy of Acadia Hospital's Reply Brief. Acadia's counsel, Arrian Stockdell, takes issue with the lack of certain findings in the Board's decision, but the legal test is whether the Board's decision constitutes an error of law (which, in my opinion, it does not). In any event, it is likely that the Superior Court will hold a non-testimonial hearing on the matter, providing counsel with an additional opportunity to argue the merits of their respective positions. I will let you know when the Court schedules that hearing, though your attendance will not be required.

In the meantime, please let me know if you have any questions.

Very truly yours,

FARRELL, ROSENBLATT & RUSSELL


Roger L. Huber

Enclosure

**STATE OF MAINE
PENOBSCOT COUNTY SUPERIOR COURT**

SUPERIOR COURT DOCKET NO. AP-2017-14

**ACADIA HOSPITAL CORP.
PLAINTIFF**

VS.

**TOWN OF HAMPDEN, ET AL.
DEFENDANT**

*Town of Hampden
RECEIVED*

JUL 26 2017

*Office of the
Town Manager*

**MAINE RULE OF CIVIL PROCEDURE 80B
APPEAL OF THE DECISION OF THE
TOWN OF HAMPDEN'S BOARD OF ASSESSMENT REVIEW**

REPLY BRIEF OF PLAINTIFF:

ACADIA HOSPITAL CORP.

**Arrian M. Stockdell, Esq.
Attorney for Appellant
EMHS Legal Department
43 Whiting Hill Road, Suite 500
Brewer, ME 04412
207-973-6517**

**DEFENDANT’S ARGUMENT REGARDING THE MEANING OF
STUDENT HOUSING FAILS**

Defendant first argues that in order for Plaintiff to prevail, Sweetser’s students must “reside on the Property *because* they attend Sweetser’s School”. (Defendant’s Brief, pg. 6). Thus, per Defendant’s logic, in order to qualify as use for “student housing” for purposes of the Ordinance, Sweetser cannot provide any other services to its students. This interpretation is without support in the record, fails to be internally logically consistent, and would require the court to read into the Ordinance a complex test for what constitutes “student housing” which would contravene basic principles of interpretation. For these reasons, discussed in turn below, this argument fails.

Plaintiff did not make any allegations in its complaint regarding Sweetser’s use of the property. The complaint only makes reference to the use of the property in paragraphs 12, 13, 14 and 23, none of which mention Sweetser at all. *See* Complaint, generally. The Decision makes passing reference to Sweetser, but makes no other mention of what Sweetser does or what services Sweetser provides to its students other than education and student housing. *See* Record, page 8. Thus, the allegations upon which this argument is based, namely that Sweetser’s students reside on the Property

“because they are patients in the mental health residential treatment facility located on the Property” is not found in the Decision. This is because the Town did not make any factual findings regarding the use of the Property other than that it was used as student housing.

If the Board had intended to conclude that the Property was used as student housing as a *finding of fact*, but yet conclude that, for purposes of the Ordinance, the Property was not used as student housing *as a matter of law* the Board would have made *other* findings of fact to support the nuance of these conclusions. The Board made no such other findings. Thus, there are no factual findings made by the board to support the distinction between different kinds of student housing Defendant attempts to make here, and this argument fails both because it lacks support in the record and because the board made insufficient factual findings to support its legal conclusion. This is assuming the Board had adopted this line of reasoning at all at the time of its Decision, something that is not at all apparent.

Defendant offers John Bapst Memorial High School’s housing for foreign students as an example of students who are housed “because” they are students. (Defendant’s brief, p. 6). This is presented as distinguishable from Sweetser’s housing of its students. However, in order to make any kind of distinction there must be an identifiable method for doing so based

on unique characteristics or factors. Defendant offers no method for determining what property is “actual ‘student housing’” other than the example of John Bapst Memorial High School. *Id.* This is because there is no such distinction made in the statute, no distinction made in the Ordinance, and thus the Defendant cannot advance any cognizable method for separating student housing from “actual” student housing. The Court should not in these circumstances generate a distinction where none is supported by the Ordinance.

Defendant concedes that the Ordinance must be reviewed *de novo*, and that the court should not look beyond the clear meaning of the words of the Ordinance. Here, Defendant intimates that there should be some kind of distinction between different kinds of student housing. The relevant sentence in the Ordinance reads: “[t]he service charge shall not apply to student housing or parsonages.” *Record*, p. 1. Defendant’s argument requires adopting a complex definition of “student housing” which would include certain kinds of student housing and exclude others. This interpretation goes far beyond the plain meaning of the Ordinance, particularly in this case, where the meaning is quite plain and simple indeed.

**DEFENDANT'S ARGUMENT REGARDING THE OWNER'S USE
OF THE PROPERTY FAILS**

Defendant next argues that some distinction should be made between student housing that is used more directly by the record owner and property which is used by a tenant. (Defendant's brief, p. 6-7). However, as the parties agree, the service charge itself cannot be imposed *unless* the Property is used to provide rental income. Defendant's argument, however, requires inventing a distinction between different categories of tenants. The word "tenant" does not appear in the Ordinance, nor in the statute which authorizes it, 36 M.R.S §508. Nevertheless, Defendant insists on an interpretation of the Ordinance which invents a distinction between tenants. As with Defendant's other argument, this goes far beyond the plain meaning of the Ordinance, and is also internally inconsistent.

Defendant contends that the Ordinance applies "to the actions of the owner of the property, not a third-party tenant". (Defendant's brief, p. 6). This is not so. The student housing exception in the Ordinance is not related to the actions of a particular party; this exception is determined by the *use* of the property. The service charge authorized by the Ordinance cannot be levied against property used as student housing. *Record*, p. 1. The nature or the identity of the user of the property or the relationship of the

third party and the tenant to the owner does not have any kind of determinative effect on whether the student housing exception applies. If it so intended, the Town would have seen fit to describe that effect in greater detail. Instead, by its clear terms, the Ordinance prohibits the application of the service charge to the Property because it is used as student housing.

In support of this argument Defendant highlights the presence of the word “owner” the relevant section of 36 M.R.S §508. (Defendant’s brief, p. 7). (“[a] municipality may impose service charges on the owner of residential property, other than student housing or parsonages. . .”) Here, however, it is undisputed that Plaintiff owned the Property, which is residential student housing. *Id* at 6. Defendant contends that the student housing exemption cannot apply here because “Acadia Hospital is utilizing the Property solely to provide rental income by renting the Property to a third-party.” *Id*. However, renting the property to a third party is a prerequisite for the application of the service charge in the first place; simply put, the Town cannot impose the service charge at all *unless* the owner rents the property to a third party. *Id* at 5; see also Record, p. 1. Defendant appears to concede this. (Defendant’s brief, p. 5. (“[t]he parties agree that the service charge was levied against residential property owned by Acadia Hospital, property that would otherwise be totally exempt from property

taxation, and that is used to provide rental income”). Beyond that, it is unclear how an owner could or could not satisfy the Defendant’s interpretation of the Ordinance and its statutory authority; those sources themselves certainly do not provide any relevant direction. This is because they do not have the legal meaning Defendant attempts to attribute to them.

Assuming for the sake of argument that the Court feels Defendant’s contentions have any merit, Plaintiff wishes to make clear that its position is that none of Defendant’s proposed interpretations of the Ordinance are authorized by 36 M.R.S §508. Additionally, if the Court finds any of these contentions applicable to the statute as well as the Ordinance, Plaintiff’s position is that adopting Defendant’s interpretation of 36 M.R.S §508 would render it void for vagueness on a constitutional level. *Shapiro Brothers Shoe Co., Inc. v. Lewiston-Auburn Shoeworkers Protective Association*, 320 A.2d 247, 253 (Me.1974). (“A statute is void for vagueness when it sets guidelines which would force men of general intelligence to guess at its meaning, leaving them without assurance that their behavior complies with legal requirements and forcing courts to be uncertain in their interpretation of the law”). Here, distinguishing between owners using property and third parties doing the same would render the statute

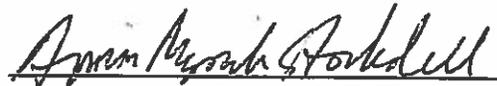
impossibly vague. There are a myriad of potential relationships between owners, schools and students when it comes to student housing, and neither the statute nor the ordinance provide any kind of method for determining whether they might qualify for the student housing exemption under Defendant's proposed interpretation. Owners would thus be forced to guess at whether renting to a particular tenant would subject the property to the service charge based on the nature of the tenant, instead of simply reviewing the proposed use of the property.

CONCLUSION

Because neither 36 M.R.S. § 508 nor the Ordinance permit the Town to assess a service charge on the Property, and because both in fact prohibit the assessment of the Service Charge on the Property due to its use as student housing, the Board erred as a matter of law in denying the Plaintiff's appeal of the Service Charge.

Acadia Hospital Corp.
by:

Date: 7/21/17

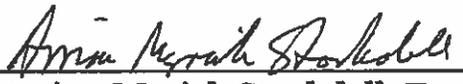

Arrian Myrick Stockdell, Esq.
Bar no. 5182
Attorney for Plaintiff

CERTIFICATE OF SERVICE

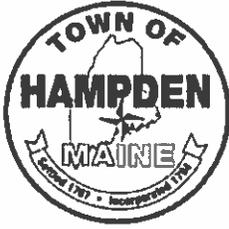
I, Arrian Stockdell, Esq., Attorney for Acadia Hospital, Corp., hereby certify that conformed copies of the foregoing Reply Brief of Plaintiff have been mailed through the regular course of the United States Mail, postage prepaid, this 21st day of July, 2017, to the following:

Roger Huber, Esq.
Farrell, Rosenblatt & Russell
61 Main Street
PO Box 738
Bangor, ME 04402-0738

Dated: July 21, 2017



Arrian Myrick Stockdell, Esq.
Bar No. 5182
Attorney for Plaintiff



Town of Hampden
Planning and Development Committee
 Wednesday June 21, 2017, 6:00 pm
 Municipal Building Council Chambers
Minutes

Attending:

Committee/Council

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

Staff

Angus Jennings, Town Manager
 Karen Cullen, Town Planner

Public

Jennifer Austin
 Jim Kiser
 Valerie Webster
 Cynthia and Peter Herrick

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

1. Approval of May 17, 2017 Minutes – **Motion to approve as submitted made by Councilor Sirois with second by Councilor Marble; carried 6/0/0.**

Note, there was no P&D Committee meeting on June 7, 2017.

2. Committee Applications: Jennifer Austin, for Alternate seat on the Planning Board. Ms. Austin stated she has lived in Hampden for 12 years and has done some volunteer work, and wants to serve the town by joining a board. She added that she is a project manager and is used to working with people.

Motion to refer Jennifer Austin's application for an Alternate seat on the Planning Board to the Town Council made by Councilor Marble with second by Councilor Sirois; carried 6/0/0.

Manager Jennings added that this will go to Council at the July 17th meeting, after which Town Clerk Paula Scott will contact Ms. Austin to come in to get sworn in. He added the Planning Board is meeting July 12th and she is welcome to attend that meeting.

NOTE: Agenda items were taken out of order.

3. Updates:

- a. MRC/Fiberight: Manager Jennings reported that Craig Stuart Paul of Fiberight will be in town tomorrow and will be meeting with the Hampden Water District and later with town

staff. They are preparing to submit the building permit application and staff has provided a list of items they need to take care of in order to get that permit. Manager Jennings also reported that the question of what the facility is going to be categorized as when it initially opens is up in the air and is under review by DEP; MRC/Fiberight are proposing to phase the operation of the facility such that the "wet" end of the processing will not begin for some as yet undefined number of months after the facility opens. The question is whether, before the "wet" end is operational, the facility's operations would be in compliance with the approved Planning Board Order, or would in effect be operating as a transfer station. Manager Jennings noted he has informed MRC/Fiberight's consultant of the pending zoning amendment regarding transfer stations. He reported that he will be part of a conference call with DEP, MRC and Fiberight next week and is aware that DEP is reviewing the proposed phasing, and he advised that Town staff will look to DEP given its subject matter expertise to determine whether the proposal is in compliance with the permits.

It was also noted that the water line has been completed up Coldbrook Road, and the Hampden Water District will be installing hydrants in the near future. Site work on the road and infrastructure into the site from Coldbrook Road has resumed.

b. Staff Report:

- i. Planner Cullen said the reports on what development activity is going on in town were provided in the packet, and asked the committee what information they would like to see in the building permit report. Mayor Ryder said all he wants is the planning report, the building permits report is not necessary. Staff noted the building permit reports can be produced quickly and easily and can be available upon request. The planning report, showing applications to the Planning Board, will be provided in each packet. The committee was pleased with this work and said it will help them stay apprised of ongoing development projects.

4. Old Business: None.

5. New Business:

- a. Colonial Heights Phase 3, Conservation Easement. Jim Kiser was present to discuss the request for the town to accept the conservation easement on 12.33 acres of land within the proposed subdivision. The easement is a requirement of ME DEP for wetland mitigation for phases 2 and 3 of the housing development. Main points of the discussion were:
 - i. Reeds Brook runs through this easement area.
 - ii. There are other options to meet DEP's requirement if the town doesn't want to accept the conservation easement; the proponent needs to know soon so they can pursue other options if necessary.
 - iii. The proponent (Cushing Family Corporation) may request the Town to accept the land (ownership) in the future, as an open space parcel.
 - iv. This land abuts a small (2.45 acre) parcel owned by the Town which was given as open space for phase 2.

- v. Liability for someone getting injured on the property remains with the land owner; as holder of the easement the Town would not have liability.
 - vi. The conservation easement as written does not allow public access to the area.
 - vii. Permitted uses includes construction of trails for education or recreation.
 - viii. Council is concerned about this given the potential ramifications that arose when reviewing the proposed conservation easement for the MRC/Fiberight project.
 - ix. Land Trusts (as holders of easements) usually require more restrictions than this easement has.
 - x. Councilor McAvoy expressed concern that more developers who are trying to develop marginal land will ask the Town to help them mitigate wetland impacts on their projects, which might result in more development than could happen if such mitigation wasn't done – that by having the Town hold easements, we are contributing to increased impacts on wetlands. Jim Kiser responded that developers need to do this in order to have economically viable projects, and given the condition of the land it is usually low value anyway so further lowering the value with a conservation easement has a small impact on the tax base.
 - xi. The preservation of this area will continue the green corridor along Reeds Brook which could extend from Route 1A over to Mayo Road.
 - xii. Most Councilors felt this easement might be acceptable, with low risk to the Town and a small amount of resources needed to handle it, but want further research and review by staff to know exactly what the impact to staff will be if it is accepted.
 - xiii. Chairman McPike requested that this come back to the P&D Committee on July 19.
- b. Stormwater Presentation – Planner Cullen gave a presentation (“Stormwater 101”) reviewing the MS4 General Permit and activities the town has done to comply with the requirements of the permit over the past year. The presentation was recorded and will be available to Councilors who were not able to attend the meeting tonight. This presentation is one of the requirements of the Permit.
- c. Environmental Mitigation Guidelines – Manager Jennings said staff had recently determined that the guidelines, regarding using land within the LL Bean parcel for wetland mitigation for private commercial or industrial development on other land, was never adopted by the Town Council. He said staff would like Council to decide whether they want to have such a written policy or not, so we can take the appropriate action to fulfill that decision. Discussion points:
- i. These guidelines were drafted by a previous planner when the business park was being developed, as an option for on-site wetland mitigation.
 - ii. Part of the proposal put before voters in the purchase of the LL Bean parcel was that the land would be used for commercial or industrial development. These guidelines were developed to allow wetland mitigation specifically for commercial or industrial development since the town realized much of the LL Bean parcel is basically undevelopable.
 - iii. The committee is in favor of staff going through this and putting it into official form for adoption by Council.

- iv. Councilor McAvoy requested that the 50% of the ILF ("in lieu fee") noted in item 10 of the draft guidelines be re-examined; perhaps a higher percentage would be more appropriate. He noted 50% is quite generous to the developer.
- v. Manager Jennings noted this is not a particularly time sensitive item and will probably not be back to the committee until this fall.

6. Zoning Considerations/Discussion:

- a. Planner Cullen reported that at this point, the Town does not have an Official Zoning Map which is an accurate reflection of the zoning districts. While many maps have been produced since the last Official Map was done (in 1979), none have been signed by the Town Manager and Town Clerk as required by the Zoning Ordinance. Rather than try to research every map amendment since 1979, staff recommends that the current map be taken through the amendment process, with public hearing at Planning Board and Town Council and a vote to adopt; the signatures required will then be added and each time the map is amended, a new one will be printed and signed.

Motion by Councilor Marble to refer the Zoning Map to the Planning Board for public hearing; seconded by Councilor McAvoy; carried 5/0/0.

7. Citizen Initiatives: None.

8. Public Comments:

Valerie Webster of 1325 Carmel Road addressed the committee regarding activity at 1334 Carmel Road involving the growing of marijuana. She submitted four documents to the committee, attached as Exhibits:

- Exhibit A: Letter from Jeremy and Sheila Williams (previous owner of the land in question)
- Exhibit B: Talking Points from Valerie Webster
- Exhibit C: Article regarding marijuana in Denver Colorado
- Exhibit D: Article "Grass Is Not So Green: Marijuana Has A Huge Carbon Footprint"

The main point of the letter from Mr. Williams is that he sold his property to people who he believes are dishonest and deceptive, and is afraid they are planning to turn the property into a commercial marijuana cultivation facility. He does not believe that is consistent with the traditional values of the community and hopes the Town Council will not allow such activity in Hampden.

The main point of the comments from Ms. Webster is that she is very concerned about the future use of this property and the potential for commercial cultivation of marijuana at this site. Her concerns include impact on property values, the environment (the wildlife, stream, groundwater supply), neighborhood (noise, lights, odors), traffic, and security. She questioned whether commercial cultivation will be allowed here, and if so, what the review

and approval process will be for the site and the buildings (greenhouses). She urged the town to conduct an in depth investigation into this matter.

Cynthia Herrick of 1348 Carmel Road said she is concerned about her well and the potential depletion of the aquifer. She is also concerned about her property value, they want to sell their house and are afraid they won't be able to with this activity next door. Her husband Peter questioned whether this area was Rural or Rural Agriculture. He stated the road is in poor condition and it is a very busy street with a lot of truck traffic. He requested the town further research this.

Discussion points:

- Ms. Webster reported that she had spoken with the Public Safety Director and that he had advised her that the state has done an inspection of the property recently and apparently found no violations.
- Medicinal marijuana regulations require each plant to be labeled with the patient's information, and is limited to 6 plants per patient.
- Question raised as to whether they would need a permit under the Use of a Residence for Business Purposes regulations (§4.10 of the Zoning Ordinance) to sell medical marijuana out of the property.
- There has already been an increase in traffic to the site.
- The Council's Resolution on marijuana requires quarterly updates and the first will be at the July 19th meeting of the P&D Committee.
- Many of the concerns brought forth tonight are based on the assumption that there will be a commercial marijuana cultivation facility there, and that is an unknown at this point – the Town has not made any decisions on the allowance or regulation of such facilities. It was noted that this is both a land use issue regulated by Zoning and, if the Council so directs, a licensing matter that would include review of the particular applicant or operator.

Manager Jennings said staff will look into the current operation to determine what is permitted currently and whether the activity is in compliance with that. Meanwhile staff continues to work on the whole issue, which includes licensing issues as well as zoning.

9. Committee Member Comments: None.

10. Adjournment: Motion to adjourn at 8:06 pm by Councilor Marble; seconded by Councilor McAvoy, carried 5/0/0.

Respectfully submitted by
Karen Cullen, Town Planner

P+D Committee Meeting
Exhibit A
6.21.2017

Jeremy and Sheila Williams (Formerly of 1334 Carmel RD N, Hampden)
310 SW Airpark Glen
Lake City, FL 32025

23 Porter Street
Searsport, ME 04974
June 20, 2017

Hampden Town Council
Planning and Development Committee
Town of Hampden
106 Western Ave
Hampden, ME 04444

Dear Hampden Town Council:

I wish to sincerely apologize to my friends and former neighbors on Carmel Road North after having sold Oak Spring Farm. As you may know, Sheila and I operated an airstrip with tie downs and hangar where we operated a part time business restoring classic aircraft. The property as conditionally zoned for such activities. I also apologize for the length of this letter but I felt I need to fully illustrate the back ground of my concern.

Almost two years ago, I accepted an appointed position with the Jacksonville Electric Authority in Jacksonville Florida. At that time, we placed Oak Spring Farm on the market because we had bought a home in an airpark in Lake City Florida, and also retained a small cottage in Searsport for us to stay in on visits to Maine and after we retire. Maintaining three properties was a financial hardship, so we had to rent the Hampden Property to meet costs and keep up the maintenance until it sold.

We had quite a few renters in that year and a half before we sold the house. All were excellent tenants until we encountered the current occupants. Matthew Davidson and his wife Laura contacted us about renting and perhaps buying the farm. They were from New Jersey, and were currently living in Charleston, South Carolina. Matthew expressed his interest in bringing their two small children up in a wholesome community such as Hampden, and expressed an interest in growing vegetables and raising livestock. Although not a pilot, he also expressed an interest in maintaining the airstrip and learning to fly. He said he had just sold a baseball training center in New Jersey and had some cash in the bank and was going to wait for his credit to settle.

Matthew said all of the things that led me to believe he would be a good steward of the land. I mentioned to him that I always allowed people to access and enjoy my property provided they follow the rules. He said if he bought the place he would continue that tradition. I later found out that was lie.

Matthew moved in December 1st and Laura and the small children joined him later that month. He had signed a standard rental agreement that simply stated they would not alter anything in the house or on the property without our express written permission.

Matthew represented that he and partner were starting another baseball training center in Charleston, South Carolina and were going back and forth.

Sheila and I drove up to Maine for the Christmas Holiday. We went to the property to remove some items out of the garage to enable them to stack some firewood in there (they a load dumped in the driveway adjacent to the garage). Matthew also asked me if he could use a room in the garage for a workshop. I said he could and told him I would have my son come and connect the heating register in the garage so it would be heated. While I was there at a later time, I noticed some brand new ducting, fans and light fixtures in the mud room. I asked him and his partner (who he introduced as Richard Mudd) what those were for. He told me they were small hydroponic growing equipment for cultivating tomatoes. I guess I take people at face value because at first I believed this story. At this time I felt I should finish the upgrade to the subpanel in the garage to provide a safer electrical load. I noted that they had sealed off the egress door to the garage with an insulating panel and sealed it with spray foam. Noting this as a violation of the rental agreement, I told Matthew to cease any more alterations of my house. He insisted that he was buying the place and that he had the money all arranged. I was firm in insisting he not do any more changes, since he hadn't put up any earnest money or signed a contract. I discovered later he had continued to install the equipment.

The next day my son came and connected the heat to the room. My son saw some of the equipment installed. At that time, he told my son he planned on cultivating marijuana in the room. My son called and informed Sheila about their plan and she called him and reiterated what I had told him. At that time, he insisted he was going to purchase the place and was in the process of putting together the money.

In the meantime, my brother struggled to plow the driveway. The woodpile was in a place that interfered with proper snow removal. The walkways weren't shoveled properly (their responsibility in the rental agreement). They never moved the wood in the garage despite my requesting they do so on numerous occasion because of the hazard of inadequate snow removal.

The firewood became incased in ice from a storm. The snow and ice buildup around the house was becoming a hazard. All the while I heard repeatedly from Matthew and Richard how they had the money to purchase the place. Finally, I served them with a letter of violation of rental agreement which gave them 15 days to return the garage to the way it was and if they were to continue to rent the property, they would make no changes without authorization. Matthew then sent me cards and certifications that he had a prescription for medical marijuana and that he was legal to grow it. I told him he was not to grow it on my property while I still owned it. Period. I also told him I had two interested parties in the property. One was a gentleman who fell in love with the place while assigned to BGR as an aircraft inspector. He hadn't moved on the property yet because he was waiting for his company to sign a more permanent contract at C&L aviation. The second party was flying in from Wyoming in two weeks to view the property. They were going to be teaching at the University of Maine.

This new apparently motivated them, because I got a call from an attorney by the name of Mike Gruenloh in Charleston who said he represented a Mr D. Loy Stewart, President and Chairman of the Board of Detyens Shipyards in Charleston. Mike apologized for the run-around that I had been going through and conveyed that it was Mt Stewart who was buying the property. After some negotiation, a purchase agreement was signed and a closing was set for February 17, 2017. He also told me Mr Stewart was an elderly man who suffered

from ALS, but had connections to Richard Mudd through Richard's father. He as supposedly financing their baseball ventures.

Sheila and I flew to Maine to clean out the house and the hangar so that they would have unfettered access to everything on the day of closing. All the while we were removing items inside and outside (as much as snow cover would allow) Matthew insisted he was going to be a good steward of the property. Noontime on the 17th arrived and as we were loading the last of our personal property, I got a call from Mr, Mudd. He stated that they weren't able to get the money to the closing by close of business and asked for another week. I said, no, were going to show the property to the Wyoming couple and if they made a reasonable offer I would accept it. At this point my trust in their word was waning and I was tired, cold and sick of the diatribe. Mr. Gruenloh called me later in the day and pleaded for me to close on the property the following week and agreed to forfeit the earnest money as a fee. I stupidly agreed despite my uneasiness. We closed on the following Friday.

As entitled by the purchase agreement, Sheila and I returned to the property on June 9th to retrieve the rest of our personal property and equipment that was buried in snow when we were there in February. The place was a mess and the runway was not mowed. They had a man named Mark working there cleaning up and mowing. He told me they (Matthew and company) had rutted the runway up in the spring with their SUV's and make quite a mess down by the spring. Sheila found the hand carved Oak Spring Farm sign removed from its post and discarded on the ground. I inquired about the Lake Aircraft Corporation sign that was on the wall in the hangar. The Mark indicated that it had been burned. The sign was an artifact from the Lake Aircraft Factory in Sanford Maine. My Hangar was originally part of that hangar that was torn down after Lake went defunct.

While retrieving some staging from the back of the hangar, I could not help but notice that the windows and doors were blacked out on the hangar and they had installed mini split heat pumps on the east side of the hangar. Mark told Sheila that their intention was to put greenhouses down along the old runway and start growing marijuana commercially. He also told her they were cultivating "medical marijuana" in the hangar and they had all kinds of lawyers working on pulling the trigger once the state puts the regulations together.

So why am I concerned? I got my money, after all, right? I'm concerned because I grew up on that farm. I appreciated and loved my neighbors. So much so I ran for and was elected to the Hampden Town Council to help protect their property rights. I still believe in individual property rights and support any activities that don't harm or hurt a neighbor, cause unnecessary noise or pollution or devalue their property. So why am I upset about these people growing so-called "medical marijuana"? Because that is not their intention. They are dishonest and cannot be trusted. They lied to us from the start. I made a mistake. I had every right to refuse the sale of the property to them. I wasn't in a dire position financially. They were deceptive.

It appears there are news articles about the "carpetbaggers" converging on Maine to cash in on the legalized marijuana market. I would be disappointed if Hampden allowed such an activity, especially from these people who have a line bull feces that is never ending. I believe that the current Maine laws regarding the growing of medical marijuana are a joke and all one has to do is doctor shop to get a prescription.

Hampden Town Council

June 20, 2017

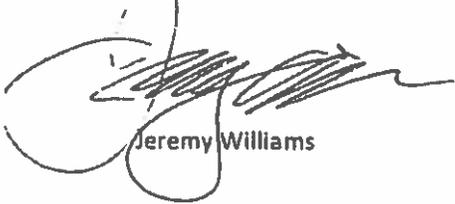
Page 4

Again, I apologize to my neighbors and friends who have expressed concerns about what is going on there. I wish I could go back in time and reverse my decision. If I could, there would be a pilot/mechanic and his wife, a teacher, living in the home and maintaining the place in the tradition that Sheila and I have done for the last 15 years. The contract was signed and they are moving to Maine.

I am in hopes that the council can draft and pass an ordinance to keep this kind of activity out of Hampden to preserve the traditional values and security of the residents. I wanted the council to be aware of how deceptive and dishonest these people can be. Please remember my experience should you be approached with a request for conditional use.

Hampden will always be my true home.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Williams', written over a printed name.

Jeremy Williams

June 21, 2017 Talking Points

Good Evening my name is Valerie Webster and I reside at 1325 Carmel Rd N in Hampden. I have been a tax paying citizen of Hampden for over 35 years. We have had 5 children graduate from Hampden Academy and 4 grandchildren with 2 more attending Hampden schools. I want to thank you for allowing me to address the Council and the public on the Commercial Cultivation of marijuana in Hampden, Me. Specifically, the commercial cultivation of marijuana at 1334 Carmel Rd N, Hampden. Me. I have several concerns and questions for the council.

1. How will commercial cultivation at 1334 Carmel Rd North affect my property value? Will my property and the property of my neighbors be impacted negatively by the commercial cultivation of marijuana in our neighborhood? When I moved to 1325 Carmel Rd N in 2003 there was an airplane landing strip at 1334 Carmel Rd N. I knew there would be noise from airplanes and had no issue with the noise as the planes were used recreationally and mostly on the weekends. If there had been commercial cultivation of marijuana at 1334 Carmel Rd N, I can tell you I would not have purchased 1325 Carmel Rd N.
2. Will the town follow the States lead when and if the State issues rules and regulations on commercial cultivation of marijuana? Can the town tighten up the State rules if the town feels it is warranted? Will the town issue a moratorium on commercial cultivation of marijuana in Hampden until rules and regulations are in place? FYI one of the workers at 1334 Carmel Rd N revealed that there are a team of lawyers in place and the Corporation is ready to expand and move forward as soon as the state issues the green light.
3. What about the noise from exhaust fans in the greenhouses that need to be running continually in the summer, what about the noise from the alarm systems [motion detectors] going off all hours of the night from deer and other wildlife or intruders, what about the light pollution from grow lights that need to provide 18 hours of daylight on a continuous basis throughout the spring and summer months plus at least 12 hours of daylight on a continuous basis throughout the fall and what about fertilizer pollution of the soil and the Souadabscook Stream from the commercial cultivation in greenhouses?
4. What will be the setback of the greenhouses from the high way? If the greenhouses are to be built on the obsolete runway, will there be site planning as to where they will be built? The runway is 2500 feet long, will the greenhouses be sited at the further end, away from Carmel Rd N and neighboring properties?
5. Will there be rules/regulations adapted and put in place for the construction of said greenhouses?
6. Where is the tremendous amount of water [3 to 5 gallons per plant per day] to grow marijuana coming from? Will there be additional wells dug on the property and if there are additional wells on the property how will that impact my well that is over 300+ feet deep and recovers at less than a ¼ gallon a minute. Will they be able to pull water from the Souadabscook Stream [that is the back border of the property]? If they are allowed to pull water from the stream what rules/regulations will be in place for them?
7. In the Zoning Ordinances of Hampden 4.2 Customary Rural Business: To insure that the character of the rural area is not transformed from one which is rural, Customary Rural Businesses shall be operated and designed to blend in with the rural landscape. All Customary Rural Businesses shall be planned and operated and maintained according to

following standards. 4.20.1 the business shall be owned and operated by the property owner or a lease hold interest of a person or persons residing on the property. 4.20.2 The floor area devoted to a Customary Rural Business shall not exceed 2,000 square feet. 4.20.3 New structures or expansions of existing structures shall meet the following minimum architecture standards. 1. A pitched roof with a pitch of no less than 4 to 12 inches. 2. Exterior siding shall be limited to siding which is either wood clapboard or wood shingles, brick aluminum or vinyl siding which imitates clapboard or hardboard siding. Will these rules be enforced when the permits to build greenhouses on the obsolete runway are requested for the commercial cultivation of marijuana at 1334 Carmel Rd N?

8. How many workers are going to be employed? Other concerns about workers are: if the commercial cultivation of marijuana business is unable to find enough local workers will the business be engaging in hiring migrant workers? If this is the case, where will those employees reside?
9. What impact will the additional traffic have on our already busy and desperate road, Carmel Rd North also known as Route 69?
10. Are the Davidson's planning on residing at 1334 Carmel Rd North once the business is up and running or will they have a manager running the business and they will live elsewhere [reference 4.20.1 Ownership]?
11. There will be a state of the art security system installed which leads me to believe they are expecting to have security issues with the commercial cultivation of marijuana. I'm sure the security system is a requirement for the business. My point: Is the town of Hampden Police Department prepared to handle the extra enforcement that may be required with security/safety issues that may arise from the commercial cultivation of marijuana?
12. On April 5, 2017 Planner Cullen gave a brief summary of her memo [see the minutes from 4/5/2017 meeting]. My question is the council could see fit to prohibit retail sales and social clubs in Hampden, Me, but they could not see fit to prohibit commercial cultivation of marijuana at that same time? Why? I'm interested to know if Planner Cullen's recommendations to limit commercial cultivation of marijuana to industrial districts will be adopted. Also, There was discussion of limiting the number of facilities, has there been more development on that? Why did the council feel it was not necessary to enact a moratorium on commercial cultivation of marijuana but it was necessary to prohibit retail sales and social clubs? There was also a question as to whether the commercial cultivation of marijuana should be permitted in Hampden at all. Why did the council feel it was necessary to be conservative in dealing with the industry?
13. April 18, 2017 The resolution regarding Town of Hampden Policy Intent regarding Legalization of recreational Marijuana. The Town Council has directed the Town Manager to cause the Town Planner to amend zoning to prohibit two categories of the marijuana bill that was passed in November, retail sales and social clubs. The Council has also directed the Town Manager to cause the Town Planner to work on zoning amendment for regulations, locations, performance standard and abutter notifications for the cultivation, testing and manufacturing of marijuana. Where do we stand on the zoning amendments?

14. Will the commercial cultivation of marijuana be the only step in the recreational marijuana process allowed at 1334 Carmel Rd N or will the harvesting, curing and selling also be allowed?
15. Finally, to say I am disappointed in the medicinal growing of marijuana at 1334 Carmel Rd N is an understatement. I am, however, a conservative and have conservative values. I believe in free enterprise and I believe small business runs this world. What I am asking from the council is that my concerns and the concerns of my neighbors be considered and addressed before any commercial cultivation of marijuana is allowed at 1334 Carmel Rd N or any property in Hampden, Me. I feel that the commercial cultivation of marijuana is not what the agriculture status in the zoning ordinance had in mind. I think myself and my neighbors and Hampden residents deserve to be notified of applications to grown medicinal marijuana and the commercial cultivation of marijuana. It is very disheartening to find out "after the fact" medicinal marijuana is already being grown at 1334 Carmel Rd N. My hope is to stop the commercial cultivation of marijuana at 1334 Carmel Rd N and other properties within Hampden, Me or at the very least to have as moratorium enacted to put on hold and commercial cultivation in Hampden until rules and regulations are in place by the State of Maine and the Hampden Council has had time to research the rules and regulations and tighten them up if necessary. The Town of Hampden has seen fit to prohibit marijuana retail sales and social clubs in Hampden. If the Town Council is uncomfortable with retail sales and social clubs why isn't the council uncomfortable with commercial cultivation in Hampden, also. Shouldn't the citizens in rural zoning be entitled to the same consideration in this matter as Main Street citizens? Perhaps, if we had been notified of the application to grow marijuana in our neighborhood we could have been proactive in this matter instead we are now putting the cart before the horse.

Thank you for your time. I value your opinions, before moving forward on the commercial cultivation of marijuana in Hampden I would appreciate an in depth research and investigation into this very disconcerting matter. I look forward to the outcome of the issues raised by Planner Cullen in the 04/05/2017 meeting.

Sincerely,
Valerie Webster
1325 Carmel Rd N
Hampden, Me 04444
207-862-4026

DENVER (AP) — Take a black-market business that relies on cash. Move the business out of the shadows by giving it government oversight. Hire new regulators to keep watch on the business, all without any experience regulating a brand-new industry.

The result can be a recipe for government corruption.

Recent cases in Colorado and Washington are the first known instances of current or former pot regulators being accused of having improper dealings with the industry. The two recreational marijuana states are the nation's oldest, approving legal weed in defiance of federal law in 2012.

A pair of cases several years into the legal-weed experiment might not seem like much, but they give a black eye to all marijuana regulators and fuel old fears about the criminal element's influence.

In a case that has caught the U.S. Justice Department's attention, former Colorado marijuana enforcement officer Renee Rayton is accused of helping pot growers raise plants for illegal out-of-state sales.

State investigators say the marijuana warehouse inspector quit her job last year and immediately went to work for the illegal pot ring, taking an \$8,000-a-month job.

A June 7 indictment says Rayton told the pot growers she could help them "get legal" through her contacts at the Colorado agency that oversees the marijuana industry. The indictment says Rayton had "vast knowledge" of marijuana regulations and "must have been aware" that other defendants in the case were growing pot illegally.

She is charged with conspiracy to illegally grow pot. Rayton's attorney told The Associated Press she is innocent.

In Washington, the state agency that regulates pot recently fired an employee who leased land to a prospective pot grower.

Marijuana licensing specialist Grant Bulski was leasing 25 acres to a marijuana entrepreneur for \$2,834 a month, The Spokesman-Review reported . That violated Washington rules prohibiting state pot regulators from having a financial stake in the business. Bulski was not charged with a crime.

Messages left at numbers for a Grant Bulski in Olympia weren't returned.

Pot isn't the first product in the U.S. to go from illegal to legit. Alcohol and gambling made similar transitions last century.

But since recreational pot remains off-limits in most states and in the U.S. government's eyes, a massive black market remains.

"Marijuana is unique because it's so front and center in the public eye," said Lewis Koski who became Colorado's top marijuana enforcement officer after regulating the

gambling and alcohol industries.

Now a government consultant who teaches public policy at the University of Colorado-Denver, Koski said government employees who regulate any business face tension. Regulators know the industry they're monitoring well. And in the case of the marijuana business, those regulators have no guidance from federal authorities and little precedent to rely on.

And because the federal government considers all pot business illegal, making it difficult for those businesses to access banking products as basic as checking accounts, the pot industry remains cash-heavy.

U.S. Attorney General Jeff Sessions cited the Colorado case last month when he asked Congress not to renew a spending provision that prevents the Justice Department from spending tax money to interfere with state marijuana laws and businesses.

"It would be unwise for Congress to restrict the discretion of the Department to fund particular prosecutions," Sessions wrote in the letter first obtained by cannabis social network Massroots.com.

The Colorado and Washington cases were uncovered by state officials, not federal drug authorities. They highlight how critical it is for states to tightly regulate a business still coming out of the black market, Koski said.

"Both sides — government agencies and the industry — are working hard to establish credibility," Koski said. "So it makes it more concerning when you have people going back and forth."

Ethics watchdogs say the Colorado and Washington cases should spur pot states to beef up ethics commissions charged with monitoring conflicts of interest by government employees. Michigan, a medical-marijuana state, passed a 2016 law banning even relatives of its pot oversight board members from having any financial stake in the weed industry.

Poorly staffed ethics offices in some marijuana states aren't prepared to stop regulators leaving to work for the industries they once monitored, said Aaron Scherb, national legislative director for the government watchdog group Common Cause.

8/21/2017

As pot comes out of black market, regulators face scrutiny - news - TDS

"It's like trying to keep water out of a sinking boat — you can do it for a while, but it's only a matter of time," he said.

The Green Economy Post



(<http://greeneconomypost.com/>)

GREEN BUSINESS

([HTTP://GREENECONOMYPOST.COM/CATEGORY/GREEN-BUSINESS](http://greeneconomypost.com/category/green-business)) ·

POLICY (HTTP://GREENECONOMYPOST.COM/CATEGORY/POLICY-POLITICS-GOVERNMENT)

Grass is Not So Green: Marijuana Has a Huge Carbon Footprint

By Tracey de Morsella (<http://greeneconomypost.com/author/admin>) on
3 Comments



http://greeneconomypost.com/marijuana-huge-carbon-footprint-14116.htm/indoor_marijuana-weed_cannabis) **The yearly greenhouse-gas pollution of the \$40 billion per year marijuana industry is responsible for about 3% of all electricity use or 8% of household use. Indoor growers use high-intensity lights that are 500 times more powerful than a standard reading lamp. They also use several other high energy industrial practices. The closest comparison for these massive, industrial-style grow facilities are data centers, which consume about two percent of the nation's electric power.**

by Tracey de Morsella, Green Economy Post

It turns out that grass (Marijuana) is not all that green, particularly if it is grown indoors. Evan Mills, Ph. D

(<http://www.linkedin.com/pub/evan-mills/b/ba4/743>), a longtime energy analyst at the U.S. Department of Energy's Lawrence

Berkeley National Laboratory (<http://eetd.lbl.gov/>), last week released his independent study that examined the carbon footprint of the indoor marijuana industry.

In his report, *Energy Up in Smoke: The Carbon Footprint of Indoor Cannabis*, (http://evan-mills.com/energy-associates/indoor_files/Indoor-cannabis-energy-use.pdf) Mills reports that indoor Marijuana production, considered the largest cash crop in the U.S., with an annual production value estimated at about \$40 billion, uses 1% of the nation's entire electricity consumption. This comes to energy expenditures of \$5 billion per year. This is due to the fact that Cannabis production has for the most part shifted indoors, where it is out-of-sight of law enforcement. This is particularly the case in California, which is the top producer among the 17 states to allow cultivation for medical purposes, where medical marijuana growers use high-intensity lights. These lights are usually reserved for operating rooms that are 500 times more powerful than a standard reading lamp.

Also driving the large energy requirements are 30 hourly air changes (6 times the rate in high-tech laboratories, and 60 times the rate in a modern home). The closest comparison for these massive, industrial-style grow facilities are data centers, which consume about two percent of the nation's electric power.

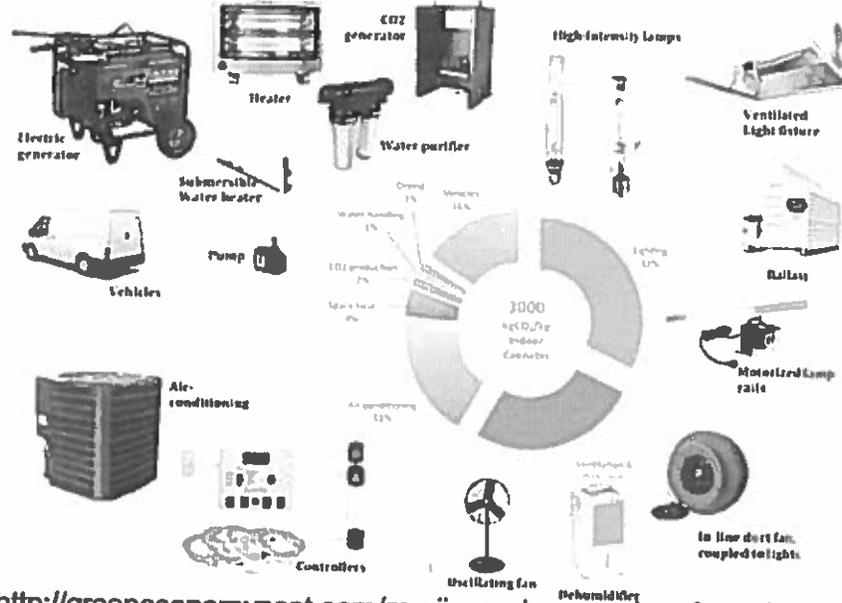
"The yearly greenhouse-gas pollution", Mills wrote. "the practice is responsible for about 3% of all electricity use or 8% of household use.

Marijuana production has raised other environmental concerns. Each Marijuana plant said to need between 3 and 5 gallons of water per day to grow to fruition, which significantly raises its carbon footprint. The Bay Citizen (<http://www.baycitizen.org/marijuana/story/are-there-pesticides-your-pot/>), a San Francisco publication, reported last year on the risk of pot being tainted with pesticides used by growers. Even though 17 states allow growing Marijuana for medical purposes, it is a controlled substance under federal law and U.S. regulatory agencies do not supervise how it is grown or monitor the pesticides used in its cultivation. Mills also notes that marijuana growers often raise indoor carbon dioxide levels to four-times natural levels to boost plant growth.

Broken down to the individual level, one Cannabis cigarette represents 2 pounds of CO2 emissions, an amount equal to running a 100-watt light bulb for 17 hours with average U.S. electricity. It has the greenhouse gas impact of driving 15 miles in a 44-mile-per-gallon car.

Mills, a member of the U.N. Intergovernmental Panel on Climate Change, compiled his data from open literature and interviews with horticultural equipment retailers. He conducted the study quantify a previously undocumented component of energy demand in the United States, to understand the underlying technical drivers, and to establish baseline impacts in terms of energy use, costs, and greenhouse-gas emissions.

Figure 1. Carbon Footprint of Indoor Cannabis Production



(<http://greeneconomypost.com/marijuana-huge-carbon-footprint-14116.htm/indoor-cannabis-energy-use>)

Mills writes in his report that criminalization contributes to inefficient energy practices. Compared to electric grids, off-grid power production often produced more greenhouse-gas emissions, requiring 70 gallons of diesel fuel to produce one indoor Cannabis plant, or 140 gallons with smaller, less-efficient gasoline generators. He also describes how long driving distances and odor suppression measures take away from ventilation efficiencies. Mills also points out that the huge carbon footprint is caused by the lights, fans, and air filters need for indoor cultivation. Outdoor weed plantations do not

have these types of energy use issues, and when managed correctly, do not have a significant environmental impact, but also suggests that there are solutions for indoor growers.

Mills observed that there are many reversible inefficiencies are embedded in current practices. "If improved practices applicable to commercial agricultural greenhouses are any indication, the energy use for indoor cannabis production can be reduced dramatically," he said. "Cost-effective efficiency improvements of 75 percent are conceivable, which would yield energy savings of about \$25,000/year for a generic 10-module growing room," he wrote.

ic Wesoff, at GreentechEnterprise (<http://www.greentechmedia.com/articles/read/pot-article/>) suggests pot cultivation's carbon footprint could be reduced by replacing metal halide and high-pressure sodium lights with more energy-efficient solid-state LED lighting. "This LED grow light site (<http://www.myhydroponicgardening.com/>) claims reductions in electricity usage of 40 percent to 75 percent compared MH or HPS lights. However, other sites in the indoor grow community have some reservations over the effectiveness of LEDs," he wrote.

Mills provided the following recommendations for growers, communities, suppliers, utilities, regulators, and medical dispensaries:

- Growers should be applying science to understanding how to achieve necessary environmental conditions in a less energy-intensive manner.
- Energy providers, policymakers, and forecasters need to better account for this particular driver of energy demand, and thus more accurately evaluate the effects of unrelated programs and policies on the consumption of energy at the macro scale.
- Planning and building officials at the city, state, and federal level may choose to seek better understanding of the energy consequences of this activity in their localities. Some (Berkeley (http://www.ci.berkeley.ca.us/uploadedFiles/Clerk/Level_3_-_Commissions/Ordinance%207,161.pdf), Boulder (<http://www.newsfirst5.com/news/boulder-requires-medical-pot-growers-to-go-green1/>), Fort Bragg (<http://city.fortbragg.com/pages/searchResults.lasso?token.editChoice=9.0.0&SearchType=MCsuperSearch&CurrentA> have already made steps in this direction.
- To support more responsible consumer decision-making, medical dispensaries should provide disclosure of product

carbon content and other dimensions of environmental footprint.

- Growers should select better, commercially available equipment.
- Designers and manufacturers of the energy-using equipment can more precisely analyze and consider the issues from an engineering and market standpoint.
- Utilities have already begun to recognize legal producers, granting them lower (agricultural) tariffs in exchange for safety inspections.
- Equipment vendors should develop even more efficient equipment, and educating their customers.
- Consumers and the general public can be more informed about the carbon footprint associated with this practice and better consider the environmental consequences of their actions.
- Growers should reduce the use of off-grid power generators fired with fossil fuels.

Visit Mills' web site (<http://evan-mills.com/energy-associates/Indoor.html>) to to read his study.

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 Bay Citizen (<http://greeneconomypost.com/tag/bay-citizen>), California (<http://greeneconomypost.com/tag/california>), Cannabis production (<http://greeneconomypost.com/tag/cannabis-production>), carbon footprint (<http://greeneconomypost.com/tag/carbon-footprint>), CO2 emissions (<http://greeneconomypost.com/tag/co2-emissions>), criminalization (<http://greeneconomypost.com/tag/criminalization>), data centers (<http://greeneconomypost.com/tag/data-centers>), diesel fuel (<http://greeneconomypost.com/tag/diesel-fuel>), energy demand (<http://greeneconomypost.com/tag/energy-demand>), Energy Up in Smoke: The Carbon Footprint of Indoor Cannabis (<http://greeneconomypost.com/tag/energy-up-in-smoke-the-carbon-footprint-of-indoor-cannabis>), environmental impact (<http://greeneconomypost.com/tag/environmental-impact>), Evan Mills (<http://greeneconomypost.com/tag/evan-mills>), GHG (<http://greeneconomypost.com/tag/ghg>), grass (<http://greeneconomypost.com/tag/grass>), green (<http://greeneconomypost.com/tag/green>), greenhouse gas (<http://greeneconomypost.com/tag/greenhouse-gas>), greenhouse gas emissions (<http://greeneconomypost.com/tag/greenhouse-gas-emissions>), high-intensity lights

(<http://greeneconomypost.com/tag/high-intensity-lights>), Indoor Cannabis (<http://greeneconomypost.com/tag/indoor-cannabis>), Indoor cannabis production (<http://greeneconomypost.com/tag/indoor-cannabis-production>), Lawrence Berkeley National Laboratory (<http://greeneconomypost.com/tag/lawrence-berkeley-national-laboratory>), LED lighting (<http://greeneconomypost.com/tag/led-lighting>), Marijuana (<http://greeneconomypost.com/tag/marijuana>), medical marijuana (<http://greeneconomypost.com/tag/medical-marijuana>), off-grid power production (<http://greeneconomypost.com/tag/off-grid-power-production>), pesticides (<http://greeneconomypost.com/tag/pesticides>), pot (<http://greeneconomypost.com/tag/pot>), Tracey de Morsella (<http://greeneconomypost.com/tag/tracey-de-morsella>), U.N. Intergovernmental Panel on Climate Change (<http://greeneconomypost.com/tag/u-n-intergovernmental-panel-on-climate-change>), U.S. Department of Energy (<http://greeneconomypost.com/tag/u-s-department-of-energy>)

Author: Tracey de Morsella (<http://greeneconomypost.com>) (323 Articles)

Tracey de Morsella started her career working as an editor for US Technology Magazine. She used that experience to launch Delaware Valley Network, a publication for professionals in the Greater Philadelphia area. Years later, she used the contacts and resources she acquired to work in executive search specializing in technical and diversity recruitment. She has conducted recruitment training seminars for Wachovia Bank, the Department of Interior and the US Postal Service. During this time, she also created a diversity portal called The Multicultural Advantage and published the Diversity Recruitment Advertising Toolkit, a directory of recruiting resources for human resources professionals. Her career and recruitment articles have appeared in numerous publications and web portals including Woman Engineer Magazine, Monster.com, About.com Job Search Channel, Workplace Diversity Magazine, Society for Human Resource Management web site, NSBE Engineering Magazine, HR.com, and Human Resource Consultants Association Newsletter. Her work with technology professionals drew her to pursuing training and work in web development, which led to a stint at Merrill Lynch as an Intranet Manager. In March, she decided to combine her technical and career management expertise with her passion for the environment, and with her husband, launched The Green Economy Post (<http://greeneconomypost.com>), a blog providing green career information and covering the impact of the environment, sustainable building, cleantech and renewable energy on the US economy. Her sustainability articles have appeared on Industrial Maintenance & Plant Operation, Chem.Info, FastCompany and CleanTechies.

- 1. The minimum age to grow is 21**
 - 2. You can possess an unlimited number of seedlings**
 - 3. You can have no more than 12 immature marijuana plants**
 - 4. You can have no more than 6 flowering marijuana plants**
 - 5. You can keep the entire harvest of your 6 plants**
 - 6. Indoor growing must be completed in your own residence**
 - 7. Outdoor growing can be on your property or on a friend's property with written permission**
 - 8. Outdoor grows must not be visible without the aid of binoculars or aircraft**
 - 9. Plants must have an identifying tag that includes a driver's license or identification number**
-

The Maine Legislature's Marijuana Legalization Implementation Committee is expected to meet throughout the summer and into the fall or winter, reviewing the experiences of other legalization states and poring through nearly 50 cannabis-related bills. The committee plans to present next year's Legislature with a lengthy list of recommendations on regulations, licensing and law enforcement before the opening of retail stores.

SERVICES COMMITTEE MEETING

Monday, June 12, 2017

MINUTES

Attending:

Councilor Dennis Marble, Chair
Mayor David Ryder
Councilor Stephen Wilde
Councilor Ivan McPike
Councilor Terry McAvoy
Town Manager Angus Jennings
Rec Director Shelley Abbott
Jill McLaughlin, Asst. Rec Director
Library Director Debbie Lozito

Jane Jarvi, Recreation Committee
Jim Dyer, Recreation Committee
Frank Pergolizzi, Recreation Committee
Stephanie Shayne, Recreation Committee
Steve Brown, resident (& Rec Comm candidate)
Tony Mourkas, Library Board
Jim Wilson, P.E., Woodard & Curran

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

1. MINUTES

- a. **May 8, 2017 – Motion by Councilor Wilde seconded by Mayor Ryder to approve the meeting minutes. Approved 4-0.**

2. COMMITTEE APPLICATIONS

- a. **Steven Brown – Application for appointment to Recreation Committee – Mr. Brown said he is a 40 year Hampden resident whose children benefited from the Town Rec programs and he'd like to help. Motion by Councilor Wilde seconded by Councilor McAvoy to recommend Council appointment of Steven Brown to the Recreation Committee. Motion passed 5-0.**

3. OLD BUSINESS

- a. **Update on budgeting for Town taking over temporary responsibility for operations and maintenance of Kiwanis Civic Center for FY18 – Manager Jennings said he is continuing to correspond with the Kiwanis Treasurer to ensure that he is properly budgeting costs if the Town takes financial responsibility for the Civic Center beginning at the start of the Kiwanis fiscal year, which is October 1, 2017. He said this timeline would allow more time for a responsible transition. Manager Jennings recommended that, if the Town does take responsibility for costs, that he sees this as an appropriate use of Host Community Benefit funds rather than adding to the operating budget.**

Councilor McAvoy said he has no appetite to see the Town take on something that someone else initiated. He said if they can't afford the lease terms we should let them out of the lease and sell the building. Councilor Wilde said Kiwanis is a great organization but that taking over all expenses would be a tough pill to swallow. Chairman Marble asked Manager Jennings about funding of Outside Agencies and Manager Jennings said that the Town hasn't funded Outside Agencies for a few years but that this is somewhat different since the Town owns the property. Mayor Ryder said he would like to work with them for a year or two to see if that will help them become a more viable organization with membership and fundraising. Councilor McAvoy asked if the building would be made available to other groups and Chairman Marble said that Kiwanis has and would continue to coordinate the building's availability for other organizations. Councilor McPike said that he agrees with Mayor Ryder about proceeding for a certain time period. He also agrees that Host Community Benefit funding would be appropriate.

Manager Jennings noted that one aspect of this transition would need to involve revising the terms of the lease, and that this will take some time but could be complete before the October 1 transition.

Councilor Wilde noted that the housekeeping costs in Manager Jennings' budget look high and Manager Jennings said he's using what Kiwanis has budgeted themselves but that the Town would re-examine both scope of services and costs for this and other expenses.

Motion by Councilor McPike to proceed with revising the lease and looking at costs, seconded by Mayor Ryder. The motion passed 4-1 with Councilor McAvoy opposed.

- b. Update on Children's Day planning – Shelley Abbott, Recreation Director –** *Director Abbott reported that the theme "Kids Rule" has been selected for the 2017 event. The event will start with a parade, Rick Charrette is confirmed to provide entertainment, and the boat raffle ticket sales are well underway. She expects that the Children's Day Committee will again seek Town funding to offset day-of insurance costs. A couple of Councilors raised concerns about the issue they had heard arose between HCD and VFW regarding food sales at the event, and Manager Jennings said he would make HCD aware that the Councilors will be likely to ask them about this matter.*

4. NEW BUSINESS

- a. Kick-off organizational meeting regarding design for parking and potential expanded recreational facilities on Lura Hoit Pool Site – Jim Wilson, P.E., Woodard & Curran –** *Manager Jennings said that members*

of the Recreation Committee had met with the consultant prior to tonight's meeting in order to understand the project scope and timeline, since they had not been part of the Services Committee's prior discussions of this initiative. (Meeting notes from that discussion are attached as an Exhibit to these meeting minutes.) Manager Jennings introduced the engineering consultant and turned the meeting over to Jim Wilson, who introduced himself and said his team is at work gathering information and reviewing prior information regarding survey, topo, Post Office lease, pipeline easements, etc. They will then proceed with preparing schematic design concepts, to include cost estimates. The site is right up against the 3 acre limit for impervious cover. He said his firm is happy to design the site to whatever scope and scale the Town chooses, and that can be accommodated.

Chairman Marble asked when we might know the costs for stormwater infrastructure and Mr. Wilson said this will depend on the scope of the project and will be determined as part of the DEP Site Location of Development process. He noted that correspondence with Ken Libbey at DEP is underway, and that DEP will only be looking at requirements for 50% of the current impervious cover of the site.

Mayor Ryder said that parking has to be addressed up front. Manager Jennings discussed the challenges that could result from the current language in the Zoning Ordinance which does not establish a clear standard for parking for recreational facilities.

Councilor Wilde said that one of the schematic designs could just include parking and stormwater. Mayor Ryder said that the current parking capacity provides a ballpark number of what would be needed for one field. He suggested that a gravel walkway connecting the Town Offices to the Pool fields would make that Town Office parking serve both purposes. He also urged the consultant to look at multiple uses of softball and baseball infields and outfields as soccer fields in order to maximize the space. Councilor McAvoy said we need to estimate what would be the total amount of impervious surface. Mr. Wilson said that they would assign size estimates to whatever uses may be part of the plan. Mayor Ryder said that if you guess larger you can always reduce, but not the other way around.

Manager Jennings discussed his objective of setting dates for public workshops regarding this initiative and the Committee agreed that mid-August and mid-September would be about the right timeframe, and that both a Tuesday or Thursday evening meeting would be good (instead of a weekend day). Councilor McAvoy suggested that, once set, the meeting dates could be advertised to Children's Day attendees.

- b. **Informational update – Pink Garden Park** – *Manager Jennings provided an update regarding this citizen-led effort and all agreed this was an excellent example of Hampden residents doing good and that this is what makes Hampden a special community.*
- c. **Discussion of Land for Maine's Future Program and potential State funding support to secure public access to Souadabscook Stream** – *Chairman Marble introduced this item and referred to the privately owned Bog Road site, currently for sale, and the potential to secure long-term public access to the water in this location. Councilor McAvoy said he had spoken with the property owner; the lot is listed for \$139,000 and the owner indicated he would be willing to consider accepting payment over a period of 3-4 years. He noted there is other land across the stream. Chairman Marble asked if the land across the stream has Bog Road access and Mayor Ryder said there had been consideration in the past that he might donate that land to the Town as a plow truck turnaround. The Committee agreed it made sense for Manager Jennings to look into the potential eligibility to secure funding through the Land for Maine's Future Program.*
5. **PUBLIC AND STAFF COMMENTS** – *Manager Jennings notified the Committee that he'd learned earlier today that the Bronco Travel Soccer Club intends to purchase land off Main Road North in order to create fields.*
6. **COMMITTEE MEMBER COMMENTS** – *Mayor Ryder said he would like to see a port-a-potty added to the VFW site near the tennis courts. Councilor McPike said he'd attended a Bangor Youth Soccer event yesterday and was impressed by the amount of activity. He asked whether the Town could use the RSU-22 football field for soccer. Director Abbott said that the problem has been timing, relative to the School's use of the field and other groups' use. She noted that current demand for lacrosse programming is not being served. Councilor McPike asked if the field is in use this time of year and Director Abbott said that she'd be meeting with the new RSU-22 Athletic Director to review opportunities for shared use of facilities.*

There being no further business, the meeting was adjourned at 7:13 PM.

*Respectfully submitted –
Angus Jennings, Town Manager*

Exhibit to Services Committee Minutes for June 12, 2017

On June 12 at 5:30 PM, ahead of the 6 PM Services Committee meeting, members of the Recreation Committee met with the engineering consultant, along with Town staff and with Chairman Marble, in order to make introduction and to review and understand the project scope and to share their thoughts.

Attendees:

Dennis Marble, Services Committee Chair
Jane Jarvi, Recreation Committee
Jim Dyer, Recreation Committee
Frank Pergolizzi, Recreation Committee
Stephanie Shayne, Recreation Committee
Steve Brown, resident (and candidate for Rec Committee)
Jim Wilson, P.E., Woodard & Curran
Shelley Abbott, Rec Director
Jill McLaughlin, Asst. Rec Director
Angus Jennings, Town Manager

Meeting notes:

Jim Wilson said that the basic purpose of their work will be to help the Town solidify its vision for the land based on a public process, and to estimate costs of different potential scenarios.

Jim Dyer said that the current situation with traffic entering and exiting the Pool by a single access point creates a bottleneck, and suggested looking at potential for different ingress and egress. He also said that, given the topography on site, he would envision that fields may be on different levels or tiers.

Mr. Wilson acknowledged that the grades on the site are pretty rugged, and that they would look at different elevations. He also said a goal would be to spread parking across the campus rather than put it all in one place. (He explained that his use of the word "campus" refers to a clustering of multiple uses in one location).

Mr. Dyer said that he wouldn't like to see the Town build anything that would need to be changed in the future, and said that the design should account for potential future phases. He suggested that the drawings that result from this process would be helpful to improve public understanding of the proposal and possibly generate fundraising or in-kind donations.

Jane Jarvi asked about the total site acreage and asked if this is the best location in Town for new fields. She said that she is all for permanent, holistic fields planning and said the current fields are abysmal with multiple competing stressors on limited space.

D-1-a



Town of Hampden
RECEIVED

JUL 17 2017

Office of the
Town Manager

Team Hailey Hugs would like for our State to start a Go Gold Maine Just Do It campaign to bring more awareness to Childhood Cancer. We'd like to recommend that Maine brings forth a motion to adopt September as childhood cancer awareness month. It's a month to Go Gold for the thousands of children fighting childhood cancer and the thousands of families that will be told this year their child has cancer.

In Maine theres 400 children being treated with a form of cancer, 50 families will hear the words your child has cancer this year alone. In Maine 1 out of 5 children will die from cancer this year. And my daughter may be one of the 5!

My reason in asking you for this is simple! It is my passion fueled by my own daughter's diagnosis of ALL B Cell Leukemia in Oct 2012, first relapsed Oct. 2015, second relapse Mar. 2017. And in April of 2017 my daughter was sent home with a DNR and hospice care.

Because of my daughters battle with childhood cancer we started helping others fighting this deadly disease. Now we are a non profit 501(c)3 we help families all over Maine during the worst time of their lives. We bring awareness to this disease and help fund research for a cure.

If you would like to check out our website or follow us on Facebook you could see all she's gone through and all the kids we have helped so far in our amazing state of Maine.

I can be reached at 281-917-5331 for any questions or to further dialogue regarding my request. I appreciate your time.

Warm Regards
Tabatha Steward
haileyhugs.org

Our mission is to help support families affected by childhood cancer.

For more information on our cause please contact:

Tabatha Steward * 281-917-5331 * teambhaileyhugs@gmail.com * PO Box 636 Bethel, ME 04217 *

PROCLAMATION

*The State of Maine is Going Gold in the month of September
to support Childhood Cancer Awareness.*

Whereas, cancer is the leading cause of death by disease among U.S. children and is detected in more than 15,000 of our country's sons and daughters every year; and

Whereas, In the State of Maine cancer affects more than 50 new children and families annually, where more than 400 children are undergoing treatment currently and where we are ranked in the top range of incidence of all cancers at 468.3 per 100,000 people; and

Whereas, September is nationally recognized as Childhood Cancer Awareness Month; and

Whereas, thanks to ongoing advances in research and treatment, the five year survival rate for all childhood cancers has climbed from less than 50 percent to 80 percent over the last several decades; and

Whereas, innovative studies are leading to real breakthroughs reminding us of the importance of supporting scientific discovery and moving closer to finding cures, though much work remains to be done; and

Whereas, 1 in 5 children diagnosed will not survive, during National Childhood Cancer Awareness Month we remember the many children who have been taken from us too soon and we extend our support to all those who continue to battle this illness with incredible strength and courage.

Now, therefore, as Mayor of the Town of Hampden, Maine, and on behalf of the Town Council, I Mayor Ryder, proclaim that Hampden will help Maine Go Gold in support of Team Hailey's Hugs and all of the children and families affected by Childhood Cancer and in doing so from this day forward recognize September as Childhood Cancer Awareness Month. This is our way of paying tribute to the families, friends, professionals and communities who lend their strength to children fighting pediatric cancer.

Mayor Ryder, Town of Hampden



TOWN OF HAMPDEN

PUBLIC NOTICE

Notice is hereby given that the Hampden Town Council will conduct a public hearing at 7:00 pm on Monday, August 7th, 2017, in the Municipal Building Council Chambers, located at 106 Western Avenue, Hampden, to hear the following:

1. To consider the proposed repeal of the Town of Hampden Solid Waste Flow Control Ordinance and adoption of a new Solid Waste Flow Control and Licensing Ordinance.

Copies of the ordinances are available at the Municipal Building or online at www.hampdenmaine.gov.

Paula A. Scott, CCM
Town Clerk

Posted: 07/25/2017

TOWN OF HAMPDEN

COUNCIL ORDINANCE, Repealing and Replacing the Solid Waste Flow Control Ordinance

WHEREAS, the Town of Hampden adopted a Solid Waste Flow Control Ordinance on June 6, 1988; and

WHEREAS, the Town desires to update the ordinance; and

WHEREAS, it is more cost effective to repeal and replace the ordinance rather than try to amend it; and

WHEREAS, it is the intent of the Town Council that the new Solid Waste Flow Control and Licensing Ordinance replace the 1988 Solid Waste Flow Control Ordinance seamlessly and without lapse of coverage.

NOW THEREFORE, THE TOWN OF HAMPDEN HEREBY ORDAINS:

Article 1:

The Town of Hampden Solid Waste Flow Control Ordinance adopted on June 6, 1988 is hereby repealed effective on the date of passage of this Council Order.

Article 2:

The Town of Hampden hereby adopts and enacts the attached Solid Waste Flow Control and Licensing Ordinance effective on the date of passage of this Council Order.

TOWN OF HAMPDEN
SOLID WASTE FLOW CONTROL AND LICENSING ORDINANCE

ARTICLE I - TITLE.

This article shall be known as the Solid Waste Flow Control and Licensing Ordinance.

ARTICLE 2 - ENABLING LEGISLATION.

This chapter is enacted pursuant to the authority granted in 38 M.R.S.A. § 1304-B and 30-A M.R.S.A. § 3001, et seq.

ARTICLE 3 - LEGISLATIVE FINDINGS.

§ 3.1 The Town of Hampden has an obligation to protect the health, safety and general wellbeing of the citizens of the Town of Hampden, and to enhance and maintain the quality of the environment, conserve natural resources, and prevent water and air pollution by providing for a comprehensive, rational and effective means of regulating the collection, transportation and disposal of solid waste.

§ 3.2 The Maine legislature has established a "Solid Waste Management Hierarchy," embodied in 38 M.R.S.A. § 2101, pursuant to which, it is the policy of the State to implement an integrated approach to solid waste management and to prioritize waste management in accordance with the following hierarchy: (i) reduction of waste; (ii) reuse of waste; (iii) recycling of waste; (iv) composting of biodegradable waste; (v) processing of waste including incineration; and (vi) land disposal.

§ 3.3 The Penobscot Energy Recovery Company ("PERC") facility in Orrington is an energy recovery facility currently in operation that processes municipal solid waste into refuse-derived fuel for incineration and generates electrical power as a byproduct of the incineration process. In accordance with a contract known as the Second Amended, Restated and Extended Waste Disposal Agreement, which the Town executed in May 1998 (the PERC Disposal Agreement), the Town has committed to direct municipal solid waste originating within its borders to PERC for disposal through the term of the PERC Disposal Agreement, which term is scheduled to end on March 31, 2018.

§ 3.4 The Fiberight Facility (Fiberight), which is to be constructed by Fiberight in Hampden, will be a recycling facility that processes municipal solid waste to recover recyclable materials, and that uses wet pulping, anaerobic digestion and other processes to convert the organic fraction of municipal solid waste into cellulosic biofuel, a processed engineered fuel product, and marketable biomethane and other products. In accordance with a contract known as the Joinder Agreement, which the Town executed in June 2016, the Town has committed to direct municipal solid waste originating within its borders to the Fiberight Facility for processing starting on April 1, 2018.

§ 3.5 Of the available disposal options within the State of Maine identified in the hierarchy at

38 M.R.S.A. § 2101 at the time of the execution of the PERC Disposal Agreement, the Town found that disposal at the PERC Facility was then the option that would best satisfy the statutory priorities for management of municipal solid waste over the term of the PERC Disposal Agreement. At the time of the execution of the Joinder Agreement, the Town found that the Fiberight Facility would be the option that would best satisfy the statutory priorities for management of municipal solid waste over the term of the Joinder Agreement.

§ 3.5 Disposal at the PERC Facility over the term of the PERC Disposal Agreement, and then at Fiberight Facility over the term of the Joinder Agreement, of municipal solid waste generated in the Town of Hampden is the preferred in-state management option and best serves the interests of the Town of Hampden in maintaining public health, safety, scenic values, resource conservation goals, etc., in accordance with the disposal priorities established by the Legislature in 38 MRSA § 2101.

ARTICLE 4 - DEFINITIONS.

The terms, phrases and words in this section shall have the following meanings:

Acceptable Solid Waste: All waste accepted by the Solid Waste Facility.

Commercial Hauler: An individual, corporation, partnership or other legal entity that transports solid waste for another from within the corporate limits of the Town of Hampden for compensation, or that transports solid waste generated by its own business.

Solid Waste Facility: Shall mean the PERC Facility during the term of the PERC Disposal Agreement, which is scheduled to terminate on March 31, 2018; and then beginning April 1, 2018, shall mean the Fiberight Facility during the term of the Joinder Agreement provided the Fiberight Facility is able to accept the Town's municipal solid waste; if the Fiberight Facility is not able to accept municipal solid waste or if the Joinder Agreement is terminated during its initial term or an extension term pursuant to Article 10 of the Joinder Agreement, it shall mean an alternative facility to be designated by the Town Manager.

Fiberight: Fiberight, LLC, a Delaware limited liability company, together with its affiliates and successors in interest.

Fiberight Facility: The facility of Fiberight, LLC, to be constructed in Hampden, Maine.

PERC Facility: The facility of the Penobscot Energy Recovery Company in Orrington, Maine.

Solid Waste: Shall have the same definition as set forth in 38 M.R.S.A. § 1303-C, as the same may be amended from time to time.

Town Manager: The Hampden Town Manager.

ARTICLE 5 - DISPOSAL OF SOLID WASTE

The Town of Hampden hereby directs that all acceptable commercial solid waste generated within the Town of Hampden that is not disposed of outside of the State of Maine shall be delivered to the Solid Waste Facility and that all acceptable residential solid waste generated within the Town of Hampden that is not disposed of outside of the State of Maine shall be delivered to the Hampden Transfer Station for ultimate management and disposal at the Solid Waste Facility. Nothing in this provision shall be deemed to regulate or prohibit disposal outside of the State of Maine of any waste generated within the Town of Hampden.

ARTICLE 6 - COMMERCIAL HAULER LICENSING.

§ 6.1 License Required. All Commercial Haulers must obtain on an annual basis a commercial hauling license from the Town Manager.

§ 6.2 Licensing Procedure.

- (a) All Commercial Haulers must submit a completed application form prescribed by the Town of Hampden.
- (b) All Commercial Haulers must include with each application a list of the current license plate numbers of all trucks owned by the applicant which are to be used to haul waste within the Town of Hampden. The list shall be kept up-to-date, and any changes must be reported immediately to the Town Manager.
- (c) Each Commercial Hauler shall provide a list of all disposal locations at which acceptable solid waste collected in the Town of Hampden is disposed. In the event of a violation or suspected violation of this Ordinance by a Commercial Hauler, the Town of Hampden may require that such hauler also provide to the Town Manager a list of all generators of acceptable solid waste transported by that hauler located within the Town of Hampden, a description of all routes used to transport that waste within the Town of Hampden, updated monthly. In addition, the driver of each of the Commercial Hauler's vehicles shall identify the source of each load containing Acceptable Solid Waste from within the Town of Hampden on the weight ticket, either by route number or by the name of the commercial establishment if the load is from a single source.
- (d) Only vehicles that are in good operating condition, that have their loads enclosed within a container or covered securely and that are capable of discharging their loads to the Solid Waste Facility's tipping room floor or at the Hampden Transfer Station by mechanical means will be licensed.
- (e) A Commercial Hauler shall annually provide to the Town certificate(s) of insurance from a reputable insurance agency demonstrating that the vehicle(s) that the Hauler will use to haul waste within the Town of Hampden are insured for the duration of the license. The Town Manager shall set the minimum insurance requirement annually. Any changes to a vehicle's insurance shall be immediately reported to the Town; if the insurance coverage for a vehicle is below the minimum required coverage, such

vehicle may not haul waste within the Town of Hampden.

§ 6.3 Nontransferable. The Commercial Hauler license shall be nontransferable.

§ 6.4 Fees. In order to be licensed, the Commercial Hauler shall pay an annual fee to the Town of Hampden. A basic fee covers the first vehicle and an additional fee will be levied for each additional vehicle to be licensed. These fees shall be as provided in the Fees Ordinance.

§ 6.5 Credit for tonnage. It shall be the responsibility of then Commercial Hauler to ensure that the Town of Hampden is given credit by the Solid Waste Facility for all Acceptable Solid Waste collected within the Town of Hampden and delivered to the Solid Waste Facility by the Commercial Hauler.

§ 6.6 Responsibilities of the Commercial Hauler. The Commercial Hauler shall be held fully responsible for the presence of unacceptable waste in loads delivered by the hauler to the Solid Waste Facility. Unacceptable waste shall have the definition set forth in the applicable contract between the Town and the Solid Waste Facility. In the event it has been determined that the Commercial Hauler has delivered unacceptable waste to the Solid Waste Facility, the hauler shall remove that waste immediately at the hauler's expense. In the event that the hauler fails to promptly remove any such waste, the waste may be removed by the Town of Hampden or its agents, with double the cost of removal and disposal to be paid to the Town of Hampden by the hauler. The hauler shall be fully responsible for the handling of waste between any source within the Town of Hampden and the Solid Waste Facility.

§ 6.7 Indemnification. By accepting a license, a Commercial Hauler agrees to defend, indemnify, and hold harmless the Town of Hampden, its elected officials, officers, agents, and employees against any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, relating in any way (1) to hauling operations, or (2) to the delivery of unacceptable solid waste to the Solid Waste Facility. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of the Commercial Hauler or anyone for whose acts they may be liable. In claims against any person or entity indemnified under this paragraph by an employee of the Commercial Hauler, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Commercial Hauler under the Maine Workers' Compensation Act or other disability benefit or employee benefit acts. Commercial Hauler expressly waives immunity under the Maine Workers' Compensation Act for the purposes of this indemnity provision.

§ 6.8 Inspection of Records. The Town of Hampden or its agents shall have the right, upon reasonable notice, to inspect the records of any Commercial Hauler as to any solid waste collected by it within the municipal limits of the Town of Hampden.

§ 6.9 Payment.

- (a) Each Commercial Hauler will be billed monthly for the total tonnage delivered by him or her to the Solid Waste Facility at a rate per ton equal to the sum of the current tipping fee, plus any administrative fees charged to support multijurisdictional solid

waste activities and a one-percent Town of Hampden administrative fee; said billing to be done by the Town of Hampden or its designated agent.

(b) The Town of Hampden reserves the right to adjust the tipping fee from time to time as may be necessary to defray its total cost of solid waste disposal; however, the same tipping fee will be charged to all Commercial Haulers within the Town of Hampden.

(c) Billing shall be done on a cycle to be determined by the Town of Hampden or its designated agent. Payment shall be due and payable within 30 calendar days from the date of invoice. Late payments shall be subject to the same rate of interest as is in effect at the time for delinquent property tax payments. Failure to pay within the prescribed time may result in temporary suspension of the Commercial Hauler's license until payment is received.

(d) The Town of Hampden or its designated agent may also require licensed Commercial Haulers to post a payment bond or such other guaranty acceptable to the Town of Hampden to insure the financial capability of such haulers to meet required payments to the Town of Hampden. Posting of a bond or other guaranty may be required of a licensed hauler who has failed to make timely payments of all fees billed and whose license was temporarily or permanently suspended.

ARTICLE 7 - ENFORCEMENT

§ 7.1 All provisions of this chapter are enforceable by duly authorized police officers and the Town Manager or his or her designee(s).

§ 7.2 Any person who violates any provision of this chapter is subject to penalty as hereinafter provided.

§ 7.3 Whenever the Town Manager or his or her designee(s) determine that there has been a violation of this ordinance, they shall give notice of such violation to the person(s) responsible by personal service or by registered mail, return receipt requested, as follows:

(a) The citation shall include a statement of reasons and shall allow reasonable time for performance of any act it requires.

(b) The citation may contain an outline of remedial action which, if taken, will result in compliance.

(c) The citation shall state that unless corrections are made within the allotted time, the violator will be subject to prosecution pursuant to the provisions of this article.

§ 7.4 Any person, firm or corporation that violates this article shall be subject to a civil penalty, payable to the municipality, of not more than \$100.00 for each violation.

§ 7.5 In addition to the above, the Town of Hampden may suspend the commercial hauling license of any Commercial Hauler who violates the provisions of this Ordinance.

- (a) Upon notice to the Commercial Hauler of a suspension, a public notice of the suspension will be issued and a hearing scheduled before the Hampden Town Council.
- (b) If the Hampden Town Council upholds the decision of the Town Manager, then a penalty of \$100 for each violation shall be levied against the Commercial Hauler, with each day of violation considered to be a separate offense. Said penalty shall be paid to the Town of Hampden prior to reinstatement of the license.
- (c) In the event that a Commercial Hauler shall have violated the provisions of this ordinance for five days or more or on ten or more separate occasions, the Town of Hampden shall have the right to revoke any existing license and to refuse to grant a license in the future to the hauler or any other person or entity controlled by or under common control with the hauler.

ARTICLE 8 - SEVERABILITY

The provisions of this Ordinance are deemed to be severable. If any part of this Ordinance is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of this Ordinance.

TOWN OF HAMPDEN

SOLID WASTE FLOW CONTROL ORDINANCE

TITLE SOLID WASTE FLOW CONTROL ORDINANCE:

~~THE TOWN OF HAMPDEN HEREBY ORDAINS: This ordinance shall be known as the Solid Waste Flow Control Ordinance for the Town of Hampden.~~

ENABLING LEGISLATION:

~~This Ordinance is enacted pursuant to the authority granted in 30 M.R.S.A. Sec. 1017 and 38 M.R.S.A. Sec. 1304-B.~~

PURPOSE:

~~The municipality has a statutory obligation to provide a solid waste disposal facility for domestic and commercial waste generated within the municipality and is authorized to provide such a facility for industrial waste and sewage treatment plant sludge, pursuant to 38 M.R.S.A. Sec. 1305, Subsection 1. Municipal solid waste contains valuable recoverable resources, including energy, which if recovered, reduce the cost of solid waste disposal. Because energy recovery technology is complex, most energy recovery facilities have high capital costs and long payback periods. To remain cost effective and operate efficiently during their useful lives, energy recovery facilities require a guaranteed steady supply of waste during their entire useful life. Consequently, a municipality that wants to utilize an energy recovery facility for processing municipal solid wastes, generally must agree to provide the facility with a steady supply of solid waste for a relatively long period of time.~~

~~The municipality must exercise its legal authority to control the collection, transportation, delivery and disposal of solid waste generated within its borders to ensure delivery of a steady supply of waste to the energy recovery facility designated herein.~~

DEFINITION:

~~All terms not specifically defined herein shall have their ordinary meaning; words used in the present tense include the future and plural includes the singular.~~

~~**A Disposal Facility:** The facilities designated by the municipality as the storage and/or disposal sites for Unacceptable Wastes.~~

~~**B Energy Recovery Facility:** The facility designated herein which processes and recovers energy and/or useful materials from acceptable waste generated in the municipality.~~

~~**C—Acceptable Wastes:** All solid waste which the Energy Recovery Facility will accept at its facility, including the following materials by way of example and not limitation, which are acceptable for transfer disposal: garbage, cold ashes, rubbish, metal, plastic and glass containers, boxes, rags, clothing and other textiles, broken kitchenware, small wooden furniture, mattresses, wood doors, wooden crates, similar waste material ordinarily accumulated in and around the house (excluding body waste and bulky wastes), bagged or containerized grass clippings, weeds, garden plants, shrubs, leaves, branches, limbs, and brush not exceeding forty (40) pounds per container, bundled cuttings from woody vegetation, such as branches and brush if tied in bundles with no dimension greater than five (5) feet; and cardboard boxes or crates provided that they shall be broken down. The Hampden Town Council encourages property owners to consider and pursue the concept of maintaining home compost sites.~~

~~**D—Unacceptable Waste:** All solid waste which the Energy Recovery Facility will not accept at its facility. The Municipality will provide a disposal facility for the following unacceptable wastes:~~

- ~~1. Demolition or construction debris from all construction projects in the Town of Hampden, including but not limited to such materials as earth, plaster, mortar, bricks, building blocks, roofing materials, or trees no more than six (6) inches in diameter and four (4) feet in length.~~
- ~~2. White goods, including discarded stoves, washers, dryers, and refrigerators, which shall be assessed a disposal fee of \$5.00 per item.~~

~~**E—Collection Facility:** A building or container or designated area in which acceptable waste is deposited and temporarily stored for trans shipment to the Energy Recovery Facility.~~

~~**F—Municipality:** The Town of Hampden.~~

~~**DESIGNATION:** In accordance with the provisions of 38 M.R.S.A. Sec. 1304-B, the municipality hereby designates the Penobscot Energy Recovery Company facility located in Orrington, Maine as the Energy Recovery Facility and disposal facility for Acceptable Waste.~~

~~The Town further reserves the right to designate an alternate disposal facility for a specified time period for Acceptable Waste should circumstance require it, upon a majority vote of the municipal officers.~~

~~**REGULATED ACTIVITY:** The accumulation, collection, transportation, delivery and disposal of Acceptable Waste and Unacceptable Waste generated within the municipality shall be regulated in the following manner:~~

~~**A.** All Acceptable Wastes generated within the municipality shall be deposited at the Energy Recovery Facility.~~

~~B. All Unacceptable Waste generated within the municipality shall be deposited only at a suitable disposal facility which is designed for the express purpose of handling said Unacceptable Waste.~~

~~**EXEMPTED WASTE:** The following categories of waste shall be exempted from regulation by this Ordinance:~~

~~A. Materials from manufacturing, processing or packaging operations which are segregated from solid waste and salvaged for alternate use or reuse by the generator or sold to third parties.~~

~~B. Glass, metal or other non-combustible materials which are separated from Acceptable Wastes by the generator as part of a recycling program approved by municipal officers.~~

~~C. Cardboard, paper, or other combustible materials which are separated from Acceptable Waste by the generator as part of a recycling program approved by the municipal officers, provided that any such recycling program shall not reduce the BTU content of Acceptable Waste below the BTU level acceptable to the Energy Recovery Facility.~~

~~**FLOW CONTROL:** All acceptable solid waste, unless exempted above, generated within the municipality shall be disposed of at the Energy Recovery Facility. It shall be the responsibility of the license holders under this Ordinance to ensure that the Town of Hampden is given credit by the Energy Recovery Facility for all acceptable waste collected within the Town of Hampden and delivered to the Energy Recovery Facility. Acceptable solid waste collected by a licensee shall not be co-mingled in a vehicle with any other solid waste collected in any other municipality. Provided, however, that the Town Manager may authorize such co-mingling if the licensee provides an adequate mechanism, in the opinion of the Town Manager, to ensure proper credit for Hampden's acceptable waste at the Energy Recovery Facility.~~

~~**ADMINISTRATION:** This Ordinance shall be administered by the Town Manager, or his or her duly authorized representative. The powers and duties of the Town Manager, or his or her duly authorized representative, as follows:~~

~~A. To enforce the provisions of this ordinance.~~

~~B. To cause the initiation of any necessary or appropriate proceedings, either legal or equitable to enforce this ordinance.~~

~~C. To consider all license applications and to grant or deny each application within thirty (30) days after receipt of a completed application at the municipal offices or within such other time as may be mutually agreeable to the Town Manager and the applicant.~~

~~The responsibilities of the Town Council are as follows:~~

~~A. To adopt such rules and regulations as may be reasonably necessary or appropriate to enforce the ordinance.~~

LICENSING:

~~A. No person, firm, corporation, or other entity shall accumulate, collect, store, transport or dispose of Acceptable Waste or Unacceptable Waste generated within the municipality without obtaining a license from the Town Manager, except that a person, firm, corporation or other entity that accumulates, collects, stores, transports or disposes of less than one quarter ton per month of its own waste shall not be required by this section to obtain such a license.~~

~~B. Any person, firm, corporation, or other entity required by this ordinance to obtain a license shall make application to the Town Manager, providing the information required. Each application shall be accompanied by a non-refundable application fee of \$10.00.~~

~~C. The application shall contain all information required by the Town Manager for an adequate review thereof, including but not limited to a description of the activity engaged in, e.g., collection, transport, storage, or disposal of Acceptable and/or Unacceptable Waste, types and amount of waste handled in each service area, a description of the facility operated and used, and an inventory of equipment, including a description of the make, model, and year of each vehicle used for collection or transportation of solid waste. All information provided shall be revised annually upon application for license renewal. If the Town Manager determines that the application is incomplete, he or she shall notify the applicant in writing of the specific information necessary to complete it. The Town Manager shall be informed immediately in writing of any changes in or additions to equipment, including vehicles.~~

~~D. Licenses shall not be transferable. In the event of an emergency or vehicle breakdown, a licensee may be issued a special license by the Town Manager for a satisfactory replacement vehicle, upon furnishing all information required for a licensed vehicle.~~

~~E. All licenses shall expire one (1) year from the date of issue unless otherwise stated on the license or unless revoked or suspended sooner in accordance with the provisions of this ordinance.~~

~~F. The annual license fee shall be \$25.00 for each vehicle.~~

~~G. In the consideration of a "license application, the Town Manager shall review the following:~~

- ~~1. The age, state of repair, and the sufficiency of any equipment for its intended purpose, and the financial and technical capabilities of the applicant.~~
- ~~2. The burden shall be on the applicant to demonstrate that its proposal satisfies the above criteria.~~

- ~~3. In the granting of a license, the Town Manager shall have the authority to impose such conditions thereon as it deems reasonably necessary or appropriate to ensure compliance with the intent of this ordinance.~~
- ~~4. In the event the Town Manager denies a license application, he/she shall notify the applicant in writing and shall state the reasons for the denial. The applicant may request a public hearing in accordance with the procedures as set forth in the HEARINGS section.~~

SUSPENSION OR REVOCATION:

~~A. Any license issued may be suspended or revoked by order of the Town Manager for the following causes:~~

- ~~1. Violation of any provision of any state or local law, ordinance, code or regulation which relates directly to the provisions of this ordinance.~~
- ~~2. Violation of any license condition (s).~~
- ~~3. Falsehoods misrepresentations or omissions in the license application.~~

HEARINGS:

~~A. Anyone denied a license, or whose license is suspended or revoked, shall be entitled to a hearing before the Town Council, if such request is made in writing to the Town Manager within thirty (30) days of the denial, suspension or revocation. Said written request shall contain a statement of the reason(s) why the applicant or licensee believes the Town Manager's action was improper.~~

~~B. Such hearings shall be held within thirty (30) days after receipt of the written request for a hearing.~~

~~C. The licensee or application shall be notified, in writing, as to the time and place of the hearing at least ten (10) days prior to the hearing date. The applicant or licensee has the right to be represented by Counsel at their own expense, to offer evidence and to cross-examine witnesses.~~

~~D. A determination shall be made by the Town Council within ten (10) days after conclusion of the hearings, and notice of the decision shall be served upon the applicant or licensee by certified mail, return receipt requested.~~

~~E. The Town Council's final determination relative to the denial, suspension or revocation of a license, and the period of suspension or revocations, shall take effect ten (10) days after the applicant receives notification by certified mail, return receipt requested. Notice of the final determination shall set forth the reasons for the denial, suspension or revocation and the effective dates thereof, together with a statement that such decision may be appealed as provided in this ordinance.~~

~~F. Any controversy or claim arising out of or relating to the Town Council's determination shall be directly reviewable by Superior Court pursuant to M.R. Civ. P., Rule 80B.~~

ENFORCEMENT:

~~A. All provisions of this ordinance shall be enforced by the Town Manager or his or her duly authorized representative.~~

~~B. Whenever the duly authorized enforcement agent determines that there has been a violation of this ordinance, he or she shall give written notice of such violation to the person(s) responsible by personal service or by certified mail, return receipt requested.~~

- ~~1. The notice shall include a statement of the alleged violations and shall allow reasonable time for the performance of any act it requires.~~
- ~~2. The notice may contain an order for remedial action which, if taken, will effect compliance.~~
- ~~3. The notice shall state that unless corrections are made within the allotted time, the violator is subject to legal enforcement action and/or license revocation or suspension pursuant to the provisions of this ordinance.~~

PENALTIES:

~~Civil penalties: Any person, firm, corporation, or other entity who violates this ordinance shall be subject to a civil penalty of not less than \$100.00 nor more than \$500.00 for each violation, which shall inure to the benefit of the Town of Hampden. Each day that a violation occurs or continues shall be considered a separate violation.~~

VARIANCES:

~~A variance may be granted from a specific provision of this ordinance in the same manner as any other variance of the municipality, subject to the contractual obligations outlined in the contract between the municipality and the Energy Recovery Facility.~~

CONFLICT AND SEVERABILITY:

~~A. The provisions of this ordinance shall supersede all other local laws, ordinances, resolutions, rules or regulations contrary thereto, or in conflict therewith.~~

~~B. The provisions of this ordinance shall be severable and if any phrase, clause, sentence or provision, or the application thereof shall be held invalid, the remainder of this ordinance and the application thereof shall not be affected thereby.~~

AMENDMENT:

~~This ordinance may be amended in the same manner as any other ordinance of the municipality, subject to the contractual obligations outlined in the contract between the municipality and the Energy Recovery Facility.~~

EFFECTIVE DATE:

~~This ordinance shall become effective in 30 days, except that in the event that the Energy Recovery Facility designated herein is not open for the acceptance of wastes by said date, the Town Council may designate an alternate site for the disposal of wastes hereunder. In such event, regulated activity shall become effective on the date that the Energy Recovery Facility begins commercial operations, provided the municipality provides notice of commencement in the manner required for publication of ordinances. Any person, firm, corporation, or other entity required to obtain a license hereunder shall have thirty (30) days from the date of adoption of this ordinance to secure such license.~~

~~Adopted: 06-06-1988~~

Town of HAMPDEN
HAMPDEN, MAINE 04444
TEL. (207) 862-3031

SOLID WASTE TRANSPORT LICENSE

License Number: _____

In accordance with the Laws and Ordinances of the Town of Hampden the applicant,

is hereby granted the license to collect and transport solid waste within the limits of the Town of Hampden to be disposed of at the:

- _____ Penobscot Energy Recovery Facility
- _____ Sawyer Environmental Recovery Facility
- _____ Hampden Landfill
- _____ Other

LICENSE DATA:

Name: _____

Address: _____

Telephone Number: _____

Number of Vehicles Used: _____

Vehicle Serial Numbers: _____

Other ID Number: _____

Volume of Each Vehicle: _____

Prior Violations: _____

FEE PAID: _____ DATE: _____

ISSUED BY TOWN CLERK: _____

D-2-b é.
D-2-c



TOWN OF HAMPDEN

PUBLIC NOTICE

Town of Hampden

Public Hearing Notice

Notice is hereby given that the Hampden Town Council will conduct a public hearing at 7:00 pm on Monday, August 7th, 2017, in the Municipal Building Council Chambers, located at 106 Western Avenue, Hampden, to consider proposed amendments to the following ordinances:

Fees Ordinance

Article 4: Police Department

Zoning Ordinance

Section 5.3, Permits
Section 7.2, Definitions

Copies of the proposed ordinances are available at the town office or online at www.hampdenmaine.gov

Paula A. Scott, CCM
Town Clerk

Posted: 07/18/2017

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Fees Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

ARTICLE 4
POLICE DEPARTMENT
Amended 11-17-03; 12-1-14

- | | | |
|-------------|---|--|
| 4.1. | <i>Report Copies</i> (accident or criminal) | \$10.00 for the first page
plus .25 per page
thereafter |
| 4.2. | <i>Special Detail</i> (Dances, games, guard duty, etc.) <i>(Amended 12-1-14)</i> | \$143.06 per officer for the first
two hours. Each additional hour
shall be billed at the current
average overtime rate plus
administrative fee. |
| 4.3. | <i>Concealed Weapons (Hand Gun) Permit</i> | |
| | 4.3.1. First Permit - State Maximum | \$35.00 |
| | 4.3.2. Renewal | \$20.00 |
| 4.4. | <i>DELETED</i> <i>(Amended 12-1-14)</i> | |
| <u>4.5.</u> | <u><i>Impound Fees</i></u> | <u>\$35.00 First Offense</u>
<u>\$45.00 Second Offense</u>
<u>\$55.00 Third Offense</u> |

D-2-c



Town of Hampden
Land & Building Services

Memorandum
Zoning Amendment: Permits

May 31, 2017

In order to streamline the process for businesses opening in Hampden, and to create more user-friendly and understandable language with regard to certificates of occupancy and compliance, the following amendments are proposed to §5.3 of the Zoning Ordinance. The proposed amendments require a Certificate of Occupancy for anything that requires a building permit, and a Certificate of Compliance for anything that requires site plan review, a conditional use permit, or subdivision review (where new public infrastructure is involved).

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Fees Ordinance

Deletions are ~~Strikethrough~~ Additions are Underlined

Amend §5.3 Permits

5.3 Permits – Application for a building permit and/or a certificate of compliance shall be made in accordance with the following concurrently with the initial application.

5.3.1.7. No building permit, demolition permit, earth moving permit, sign permit, ~~certificate of occupancy,~~ or certificate of compliance shall be issued without payment of fees in accordance with the Town of Hampden Fees Ordinance. (Amended: 11-17-03)

5.3.1.8. Building permits for structures to be located on subdivision lots shall not be issued by the Code Enforcement Officer until the road and infrastructure has been accepted by the Town in accordance with the Town Ways Ordinance. ~~all improvements, including public utilities (sewer, water and electrical), roads and drainage facilities as approved by the Planning Board and required by town ordinances, are completed to the satisfaction of the Town designated engineering consultant and the road, if any, has been accepted by the Town Council as a town way.~~ (Amended: 03-01-10)

5.3.2. Certificate of Occupancy and Certificate of Compliance

5.3.2.1 Certificate of Occupancy. A certificate of occupancy is required for any structure requiring a building permit.

1. After completion of the work permitted by the building permit and stabilization of the site, the applicant shall submit an application for a certificate of occupancy to the Code Enforcement Officer.
2. The Code Enforcement Officer, Building Official, and Fire Inspector shall inspect the site and the Code Enforcement Officer shall issue the certificate of occupancy only upon finding that the building, structure, or site and the use or occupancy thereof comply with the provisions of this Ordinance, any other applicable codes/ordinances, and of any site plan or subdivision plan approved by the Planning Board (see certificate of compliance, below).
3. The Code Enforcement Officer shall issue or deny the certificate of occupancy within fifteen days of receipt of the application.
4. Certificates of occupancy for structures on subdivision lots may only be granted if the public improvements in accordance with the Planning Board approved Subdivision Plan or phase are completed and associated roads, if any, are accepted by the Town Council.
5. The Code Enforcement Officer may issue one conditional certificate of occupancy, valid for no more than twelve (12) months from the date issued, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer the portion or

portions of the structure may be occupied safely. Once the structure is completed, the applicant shall apply for a "final" certificate of occupancy.

6. The Code Enforcement Officer shall maintain a public record of all certificates of occupancy which are issued.

5.3.2.2 Certificate of Compliance. A certificate of compliance is required for any development requiring a site plan approval, conditional use permit, or subdivision approval from the Planning Board. A Certificate of Compliance is also required for Home Day Care.

1. After completion of the work permitted by the Planning Board and stabilization of the site, the applicant shall submit an application for a certificate of compliance to the Code Enforcement Officer.
2. The Code Enforcement Officer, Fire Inspector, and Town Planner shall inspect the site and the Code Enforcement Officer shall issue the certificate of compliance only upon finding that the site, including all buildings, structures, site improvements, use, and occupancy comply with the provisions of this Ordinance, other applicable ordinances, and the site or subdivision plan and decision (Board Order) approved by the Planning Board.
3. The Code Enforcement Officer shall issue or deny the certificate of compliance within fifteen days of receipt of the application.
4. Certificates of compliance for developments within approved subdivisions may only be granted if the public improvements in accordance with the Planning Board approved subdivision plan or phase are completed and associated roads, if any, are accepted by the Town Council.
5. The Code Enforcement Officer may issue one conditional certificate of compliance, valid for no more than twelve (12) months from the date issued, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer and Town Planner the completed portion or portions of the site may be occupied safely. Once the development is completed, the applicant shall apply for a "final" certificate of compliance. Failure to do so shall constitute a violation of the Planning Board approval.
6. The Code Enforcement Officer shall maintain a public record of all certificates of compliance which are issued.

~~5.3.2.3.7. The Code Enforcement Officer or Building Inspector shall in writing, suspend or revoke a certificate of occupancy or a certificate of compliance issued under the provisions of this ordinance if the certificate was issued in error, if the certificate was issued on the basis of incorrect information supplied by the applicant, or where it is determined that the building, or structure, or site portion thereof is in violation of the Town of Hampden Zoning Ordinance.~~

~~5.3.2.1 No building or other structure for which a building permit is required shall be occupied or used until and unless a certificate of compliance has first been obtained from the Code Enforcement Officer and the Building Inspector. In addition, a certificate of compliance shall be required for the following activities undertaken in the Town of Hampden:~~

- ~~1. The change of use of a lot or structure;~~
- ~~2. The resumption of use in a structure which has been abandoned for the continuous period of one year;~~

~~3. The establishment of a new use of a lot or structure.~~

- ~~5.3.2.2. A Certificate of Compliance shall be issued only after the work on the building or structure is completed and the site has been stabilized. If a site plan approval has been obtained from the Planning Board then all of the improvements shown on the site plan, including off-site improvements, must be completed in accordance with the approved site plan.~~
- ~~5.3.2.3. It shall be unlawful to use or occupy or permit the use or occupancy of any land, building, structure or part thereof for which a building permit is required until a certificate of compliance is issued therefore by the Code Enforcement Officer and the Building Inspector and endorsed to the effect that the proposed use of the land, building, or structure conforms with the requirements of this Ordinance, any other codes or ordinances of the Town of Hampden, and with applicable state statutes or regulations.~~
- ~~5.3.2.4. After completion of the work permitted by the building permit, the applicant shall notify the Building Inspector, who with the Code Enforcement Officer, shall issue or deny the certificate of compliance within fifteen days. The Code Enforcement Officer and Building Inspector shall issue the certificate of compliance only upon finding that the building, structure, or site and the use or occupancy thereof comply with the provisions of this Ordinance, and of any site plan or subdivision plan approved by the Planning Board. The Code Enforcement Officer shall maintain a public record of all certificates of compliance which are issued.~~
- ~~5.3.2.5. Certificates of Compliance for structures on subdivision lots may only be granted if the public improvements in accordance with the Planning Board approved Subdivision Plan or if approved in phases the approved phase are completed and associated roads, if any, are accepted by the Town Council.~~
- ~~5.3.2.6. The Code Enforcement Officer may issue one conditional certificate of compliance, valid for no more than six (6) months from the date thereof, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer portion or portions of the structure and site development may be occupied safely. Once the project is completed, the Code Enforcement Officer upon finding that the standards of 5.3.2.3 have been met shall issue a Certificate of Compliance.~~

Amend §4.19.4.1 Day Care Provisions, Approvals Required

Home Day Care. Home Day Care shall be subject to Article 5.3.2.2 Certificate of Compliance regulations.

Amend §7.2 Definitions:

Certificate of Occupancy: A certification by the Town stating that a structure has been constructed in compliance with all applicable codes and approvals. This includes MUBEC, the Hampden Life Safety Code Ordinance, the Hampden Zoning Ordinance, the State of Maine Plumbing Code, and the building permit that was issued for the structure.

Certificate of Compliance: A certification by the Town stating that a development site has been constructed in compliance with all applicable codes and approvals. This includes the Hampden Zoning Ordinance, Hampden Subdivision Ordinance, and the approved site plan or subdivision plan for the development.



Town of Hampden
Land & Building Services

Memorandum
Zoning Amendment: Definitions

May 31, 2017

In order to protect the public interest, the following amendments to the definitions in the Zoning Ordinance are proposed. The effect of these amendments would be to prohibit solid waste transfer stations in Hampden, while not impacting the existing and approved solid waste facilities in town.

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~ Additions are Underlined

Amend §7.2 Definitions

Municipal Solid Waste: Any solid waste emanating from household and normal commercial sources.

Processing: For industrial uses, including but not limited to: treating, converting, filtering, screening, coating, heating, separating, refining or otherwise altering the initial state, form, or substance of materials and the collection, sorting, or handling, ~~but not the on-site disposal,~~ of solid waste. This definition does not include transfer stations or on-site disposal of solid waste. (Amended: 6-19-95)

Transfer station: Any solid waste facility constructed or managed for the transfer of household or municipal solid waste.



Town of Hampden
Land & Building Services

Memorandum
Zoning Amendment: Definitions

August 2, 2017

In order to protect the public interest, the following amendments to the definitions in the Zoning Ordinance are proposed. The effect of these amendments would be to prohibit solid waste transfer stations in Hampden, while not impacting the existing and approved solid waste facilities in town.

The attached includes minor revisions to the proposed amendments that were the subject of a public hearing with the Planning Board on July 12, 2017.

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~ Additions are Underlined

Amend §7.2 Definitions

Construction and Demolition Debris (CDD): Debris resulting from construction, remodeling, repair, and demolition of structures. It includes, but is not limited to, building materials, asphalt, wallboard, pipes, metal conduits, mattresses, household furniture, fish nets, rope, hose, wire and cable, fencing, carpeting and underlay; it excludes asbestos and other special wastes.

Municipal Solid Waste: Any solid waste emanating from household and normal commercial sources, excluding construction and demolition debris.

Processing: For industrial uses, including but not limited to: treating, converting, filtering, screening, coating, heating, separating, refining or otherwise altering the initial state, form, or substance of materials and the collection, sorting, or handling, ~~but not the on-site disposal,~~ of solid waste or of construction and demolition debris. This definition does not include transfer stations or on-site disposal of solid waste. (Amended: 6-19-95)

Transfer station: Any solid waste facility constructed or managed for the transfer of household or municipal solid waste.



TOWN OF HAMPDEN

PUBLIC NOTICE

Notice is hereby given that the Hampden Town Council will conduct a public hearing at 7:00 p.m. on Monday, August 7th, 2017 at the Hampden Municipal Building Council Chambers, 106 Western Ave. for consideration of the following:

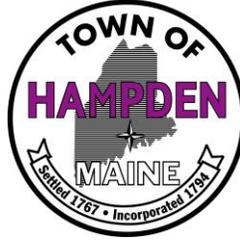
ADOPTION OF AN ORDINANCE TO AUTHORIZE THE BORROWING OF FUNDS TO FINANCE THE PURCHASE OF PUBLIC WORKS VEHICLES AND ANY ASSOCIATED EQUIPMENT

This Notice and the public hearing will constitute the notice and hearing requirement to authorize the borrowing of money other than tax anticipation notes under Section 212.5 of the Town of Hampden Charter.

Paula A. Scott
Town Clerk

Posted: 07/27/2017

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: August 3, 2017
RE: Proposed ordinance to authorize borrowing

You'll find in both packets for the August 7 meetings a proposed ordinance to authorize borrowing for DPW vehicle purchases.

This is proposed because the Town Charter at Sec. 212(5) requires an ordinance in order to "authorize the borrowing of money other than tax anticipation notes."

The proposed ordinance for consideration on August 7 would not authorize the expenditure of DPW equipment reserve funds, nor would it award the purchase of any specific vehicle to any specific vendor.

Following the Infrastructure Committee's recommendation in favor of vehicle replacement at its July 24 meeting, the DPW Director prepared specifications for the replacement of Plow Truck #13 and #20. These specifications have been circulated to known vendors, and have been posted to the Town website under Public Notices and Bids (www.hampdenmaine.gov/notices). It is anticipated that the request for authorization for expenditure of reserve funds, and the award of specific purchasing to specific vendors, will be proposed at the August 21 Finance and Council meetings.

However, it is important to secure Council approval of the proposed borrowing authorization ordinance this Monday, August 7.

Because, per the Town Charter, an ordinance does not take effect until 30 days after its adoption, the earliest that I would be authorized to sign multi-year financing commitments (if authorized to do so both on August 7 and again on August 21) would be September 6.

This will provide minimal time, after a purchase and financing are authorized, for the vendor(s) to construct the plow truck(s) in time for use at the beginning of the 2017 snow season.

I am writing this memo in order to clarify that, while the Council's adoption of the ordinance on Monday is (in my opinion) critical to DPW's upcoming winter operations, it is not the Committee's and Council's final action on this matter.

TOWN OF HAMPDEN

ORDINANCE TO AUTHORIZE THE BORROWING OF FUNDS TO FINANCE THE PURCHASE OF PUBLIC WORKS VEHICLES AND ANY ASSOCIATED EQUIPMENT.

The Town of Hampden hereby ordains as follows:

Section 1. That pursuant to Section 212(5) of the Town Charter and any other applicable authority under Maine law, the Town of Hampden is hereby authorized to borrow a principal amount not to exceed in the aggregate the sum of three hundred and sixteen thousand dollars (\$316,000.00), said amount to be payable over a period not to exceed seven (7) years, at a prevailing interest rate available to tax exempt entities. Such borrowing to be approved by the Council following solicitation of proposals for financing from at least three institutions. The proceeds of the loan are to be used to finance the purchase of three trucks and any associated equipment.

Section 2. That the Town Treasurer is hereby authorized to execute such documents and do all things necessary or convenient in order to issue any Bond, Note or other evidence of indebtedness, in such form as may be required by institution chosen by the Council following the request for proposals contemplated in Section 1.

Section 3. That the Town Clerk has distributed a copy of this Ordinance to each Town Council member and to the Town Manager, has filed a reasonable number of copies of this Ordinance in the office of the Town Clerk and has posted a copy of this Ordinance together with a Notice of Public Hearing at the following public places: Municipal Building, Post Office and Hannaford Market.

Section 4. That a Public Hearing was held at a meeting of the Town Council convened on or about 7:00 p.m. in the Hampden Municipal Building in Hampden, Maine on August 7, 2017, for the purpose of taking testimony and comments from the public with respect to this Ordinance and the proposed borrowing. In addition to the Notice given under Section 3, Notice of the Public Hearing was also given by the Town Clerk by publishing a summary of this Ordinance, and a place where copies of the complete Ordinance were filed and times available for inspection, in the Bangor Daily News on July 31, 2017, 2017, together with a notice setting forth the time and place for the public hearing, and for the consideration of the proposed Ordinance by the Town Council following the public hearing.

Section 5. That pursuant to the requirements of the Internal Revenue Code of 1986, as amended, the Town designates the Bond, Note or other evidence of indebtedness to be "qualified tax exempt obligations" of the Town; and that the Town shall not issue in 2017 an aggregate total amount of qualified tax exempt obligations in excess of \$10,000,000. Further, the Town

does not reasonably expect to issue qualified tax exempt obligations in an amount in excess of \$5,000,000 during 2017.

Section 6. That the Town shall take any and all actions required under the Internal Revenue Code of 1986, as amended, to maintain the tax exempt status of the interest on the Bond, Note or other evidence of indebtedness, and to maintain the status of the Bond, Note or other evidence of indebtedness as “qualified tax exempt obligations” of the Town, and that the Bond, Note or other evidence of indebtedness may be subject to such further terms and conditions as may be agreed to by a majority at least of the Councilors and the Treasurer of the Town to carry into effect the full intent of this Ordinance.

Section 7. That the Treasurer is hereby authorized to retain bond counsel, if the Treasurer deems it to be necessary or appropriate, to advise the Town with respect to the issuance and sale of the Bond, Note or other evidence of indebtedness, and to prepare documents and render opinions as may be necessary or convenient for that purpose.

Section 8. That the Treasurer is hereby authorized to execute all documents and certificates, and to take all action, including affixing the seal of the Town, as may be necessary or convenient to carry out the full intent of this Ordinance, and to accomplish the purchase of the vehicles and any associated equipment and the issuance of the Bond, Note or other evidence of indebtedness, including approval and signing of the Bond, Note or other evidence of indebtedness and any contracts or other agreements obligating the Town.



Check One: Initial Application Reappointment Application

TOWN OF HAMPDEN APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Johnston Julie A LAST FIRST MI

ADDRESS: 6 Independence Ave Hampden 04444 STREET TOWN ZIP

MAILING ADDRESS (if different):

TELEPHONE: 207/951-0852 HOME WORK

EMAIL: julie.johnston0852@gmail.com

OCCUPATION: manager

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Board of Appeals

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee?

I have served on this board twice before and feel I would be an asset to the board.

Are there any issues you feel this board or committee should address, or should continue to address?

No

3 YEAR

BOARD OF ASSESSMENT REVIEW PERSONNEL APPEALS BOARD LURA HOIT MEMORIAL POOL HARBOR COMMITTEE

DYER LIBRARY RECREATION COMMITTEE BOARD OF APPEALS HISTORIC PRESERVATION COMMISSION

5 YEAR PLANNING BOARD

JUL 1 1 2017

FOR TOWN USE ONLY

Date Application Received:

COUNCIL COMMITTEE ACTION: F & D - referred DATE: 7/19/17

COUNCIL ACTION: DATE:

NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



CLERK'S CERTIFICATE

**Town of Hampden
MASTER TALLY SHEET
Special School Budget Validation Referendum Election
Tuesday, August 1, 2017**

QUESTION ONE: SCHOOL BUDGET VALIDATION	
YES	249
NO	230
BLANKS	0
TOTAL BALLOTS CAST	479

QUESTION TWO: NON-BINDING ADVISORY	
TOO HIGH	149
ACCEPTABLE	195
TOO LOW	80
BLANKS	55
TOTAL BALLOTS CAST	479

TOTAL NUMBER OF BALLOTS CAST	479
TOTAL NUMBER OF ELIGIBLE VOTERS	5882
PERCENTAGE OF VOTE TURNOUT	.08

Dated: June 14, 2017

Paula A. Scott

Clerk, Town of Hampden



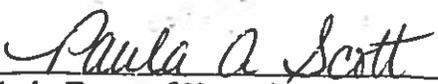
CLERK'S CERTIFICATE

Town of Hampden
MASTER TALLY SHEET
RSU 22 Non-Binding Referendum Election
Tuesday, August 1, 2017

YES/BUDGET ACCEPTABLE	186
NO/BUDGET ACCEPTABLE	9
YES/TOO LOW	49
NO/TOO LOW	31
YES/TOO HIGH	0
NO/TOO HIGH	149
YES/BLANK	14
NO/BLANK	41
TOTAL BALLOTS CAST	479

TOTAL NUMBER OF BALLOTS CAST	479
TOTAL NUMBER OF ELIGIBLE VOTERS CITYWIDE	5882
PERCENTAGE OF VOTE TURNOUT	.08

Dated: June 14, 2017


Clerk, Town of Hampden

TOWN OF HAMPDEN PUBLIC NOTICE

Nomination papers for the **November 7, 2017**
Municipal Election are available at the
Hampden Town Office, 106 Western Avenue
for the following positions:

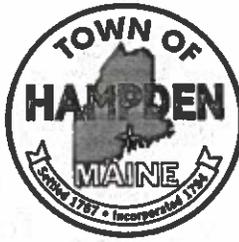
RSU #22 Board of Directors
(Three 3-year term seats)

**Trustee-Board of Directors of the
Hampden Water District**
(Two 3-year term seats)

Hampden Town Council – Districts 1, 2, 3, and 4
(Three year term seats)

Nomination papers must be returned to the
Town Clerk by close of business on
August 28, 2017.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067
email: adminasst@hampdenmaine.gov

Town of Hampden
RECEIVED

JUN 27 2017

Office of the
Town Manager

TO: Angus Jennings, Town Manager
FROM: Rosemary Bezanson, Administrative Assistant
DATE: June 22, 2017
RE: Ambulance Bill Abatements – 2014-2015

The purpose of this memo is to request that the following amounts be abated for ambulance bills generated in 2014 and 2015. They have been billed on our behalf by the City of Bangor on four occasions and have not been paid. The majority of the amounts outstanding are from those who did not have insurance or had insurance that did not cover ambulance costs. Some of the amounts are balances left after insurance paid a portion of the bill. Since it is not the policy of the Town to pursue collection activity on these accounts, to maintain a receivable list that is accurate, it is necessary periodically to abate those amounts that are delinquent beyond two years.

2014 - \$35,552.38 – This represents 10% of the amount billed for 2014. The billed amount was \$351,707.60. Adjustment amounts for insurance amounted to \$130,373.24 and the total amount paid was \$185,781.98. Bills with no payments at all for the year amounted to \$32,042.88, unpaid copay amounts on insurance paid claims was \$3,509.50.

2015 - \$36,560.15 – this represents 9% of the amount billed for 2015. The billed amount was \$391,730.80. Adjustment amounts for insurance amounted to \$151,897.19 and the total amount paid was \$202,513.26. Bills with no payments at all for the year amounted to \$31,308.20, unpaid copay amounts on insured paid claims was \$5,251.95.

The total for the two years to be abated is \$72,112.53. Backup lists for these amounts cannot be publicly provided with this memo due to privacy laws.

Thank you,

Rosemary Bezanson

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067
email: adminasst@hampdenmaine.gov

Town of Hampden
RECEIVED

JUN 23 2017

Office of the
Town Manager

To: Angus Jennings, Town Manager
From: Rosemary Bezanson, Administrative Assistant
Re: Ambulance billing – year 2015 abatement request
Date: June 20, 2017

Here is a breakdown of the ambulance payments for the calendar year 2015.

Total amount billed for 2015 ambulance	\$391,730.80	
Amount collected for 2015 (to date)	\$202,513.26	52%
Amount adjusted (medicare/insurance)	\$151,897.19	39%
Uncollected amount - to date	\$ 36,560.15	09%
Medicare take back (still pending)	\$ 760.19	
<i>Non-payment – copays</i>	\$ 5,251.95	15%
<i>Non-payments – no insurance</i>	\$ 31,308.20	85%

The total uncollected amount that the Council would be asked to abate is \$36,560.15, for calendar year 2015. This represents 9% of the total billed.

Cc: Chief Rogers, Director of Public Safety

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067
email: adminasst@hampdenmaine.gov

Town of Hampden
RECEIVED

JUN 23 2017

Office of the
Town Manager

To: Angus Jennings, Town Manager
From: Rosemary Bezanson, Administrative Assistant
Re: Ambulance billing – year 2014 abatement request
Date: June 20, 2017

Here is a breakdown of the ambulance payments for the calendar year 2014.

Total amount billed for 2014 ambulance	\$351,707.60	
Amount collected for 2014 (to date)	\$185,781.98	53%
Amount adjusted (medicare/insurance)	\$130,373.24	37%
Uncollected amount - to date	\$ 35,552.38	10%
<i>Non-payment – copays</i>	\$ 3,509.50	10%
<i>Non-payments – no insurance</i>	\$ 32,042.88	90%

The total uncollected amount that the Council would be asked to abate is \$35,552.38 for calendar year 2014. This represents 10% of the total billed.

Cc: Chief Rogers, Director of Public Safety

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Town Council Compensation Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

TOWN COUNCIL COMPENSATION ORDINANCE

The Town of Hampden hereby ordains that the following ordinance be enacted.

Section 1. Pursuant to Sec. 203 of the Town Charter, the Hampden Town Council hereby determines that the annual salary of the chairman and councilors shall be as follows:

Chairman	\$35.00/meeting
Other Councilors	\$30.00/meeting

Section 2. For the purposes of this Ordinance, a meeting shall include all regular or special meetings of the Town Council, as well as the meetings of its ~~committees~~ Committees provided, however, that if a Committee meeting takes place on the same date as and immediately prior to or following a meeting of the Town Council, the two adjacent meetings shall be considered a single meeting for the purposes of compensation. In order to be eligible for compensation for a meeting, the chairman or councilor must have been present at the meeting.

Section 3. Pursuant to Sec. 203 of the Town Charter, the foregoing increase in salary shall become effective as of the first regularly scheduled meeting in January 2006, said meeting being the commencement of the terms of councilors elected at the next regular election scheduled for November 8, 2005.

Adopted by Town Council: 9/19/2005
Effective: 1/01/2006
Amended: __/__/2017

D-5-c

David I. Ryder (Mayor, Dist. 4)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Terry McAvoy (3)
Gregory J. Sirois (A/L)
Mark S. Cormier (A/L)
Ivan P. McPike (A/L)

Resolution: 2017-04
Adoption: August 7, 2017

Resolution authorizing the Town Manager to complete an exchange of land with Maine Ground Developers, Inc. ("MGD")

BE IT RESOLVED, by the Town Council of Hampden, Maine, that:

The Town Manager is hereby authorized to:

(i) execute and deliver to MGD on behalf of the Town, in such form as he shall approve, a deed conveying approximately 4.82 acres, being a portion of the land conveyed by the November 3, 2004 deed from L.L. Bean Inc. to the Town recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287; and

(ii) accept delivery from MGD of the companion deed to the Town of Hampden, in such form as the Town Manger shall approve, conveying an approximately 5.66 acre parcel and access easement depicted on the June 2016 Sketch Plan prepared by Down to Earth Professional Land Surveyors, Inc.

BE IT RESOLVED, by The Town Council of Hampden, Maine, that:

The Town Manager is further authorized to enter into a Boundary Line Agreement with Maine Ground Developers, Inc. ("MGD"), in such form as he shall approve, to settle the common boundary line between Hampden Business and Commerce Park, and contiguous land of MGD.

Dated this 7th day of August, 2017, in Hampden, Maine

Town Clerk:

ORDERED by a majority of the Town Council:

Paula A. Scott

Minutes

- c. **Review of Business Park sewer for town acceptance pursuant to the Sewer Ordinance – sent from Infrastructure Committee – Councilor Marble made a motion to accept the Business Park sewer as recommended by DPW Director Currier, seconded by Councilor Wilde. Unanimous vote in favor.**
- d. **Review of Ammo Park sewer for town acceptance pursuant to the Sewer Ordinance – sent from Infrastructure Committee – Councilor Marble discussed the previous Ammo park sewer issues and as reported by Director Currier, all issues have been taken care of. Director Currier recommended that the council accept with the condition to receive a sewer easement. Councilor Marble made a motion to accept the sewer, conditional upon receipt of a sewer easement, seconded by Councilor Sirois. Unanimous vote in favor.**
- e. **Update on DEP/Chevron consent decree – Manger Jennings recapped the original consent decree from a few years ago from which Hampden received \$900,000. A new consent decree was filed in May with a thirty day comment period that ends on June 23rd. We have already reached out to DEP and the EPA to let them know that we are interested in being involved in the process and how any future funds could be allocated in the best possible way for Hampden residents. The number in the consent decree is \$880,000.00 and a trust committee will be set up. At tonight's finance & administration committee meeting, this was discussed and we will be looking into whether the town can have an actual sitting member on this committee to help determine disbursement of any funds.**
- f. **Town Council review of Town Manager proposed FY17 Budget and referral for public hearing on June 27, 2016 – Manager Jennings recapped the budget process once again, stating that the budget proposal and series of meetings started May 1st to review and discuss individual departments, the sewer, and the capital plan as set out by charter. Tonight is the review of the entire budget which shows a bottom line increase from FY16 in the amount of \$770,716.18. Manager Jennings reported that the RSU budget is up 2.9%, the county budget is up 3.1%. In the municipal budget, up 2.6%, the increase is due primarily to non-personnel items. Specific increases are in reserves, up \$205,279, DPW, up \$171,000, Stormwater, up \$124,000, Buildings/Grounds, up \$114,800, and TIF, up \$99,000. The budget document is a 31 page document,**

BOUNDARY LINE AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2017, by and between **Maine Ground Developers, Inc.**, a Maine corporation with a place of business in Bangor, Penobscot County, State of Maine, whose mailing address is P.O. Box 1169, Bangor, Maine 04402-1169 (hereinafter referred to as "Maine Ground") and **The Inhabitants of the Town of Hampden**, a body corporate and politic located in Penobscot County, State of Maine, with a mailing address of 106 Western Avenue, Hampden, ME 04444 (hereinafter referred to as "the Municipality") and witnesses that:

WHEREAS, the parties share a certain boundary line between premises located in **Hampden**, Penobscot County, Maine, as shown on two plans entitled "Final Subdivision Plan - Amendment No. 3 - Hampden Business and Commerce Park" prepared by Shyka, Sheppard & Garster, and recorded on September 17, 2014 in Penobscot County Registry of Deeds Map File 2014-60 and Map File 2014-61 (hereinafter collectively referred to as the "Plan"), and

WHEREAS, the parties wish to establish the location of their common lines of ownership between them and their successors and assigns conclusively.

NOW, THEREFORE, it is agreed as follows:

1. Consideration. The consideration for this Agreement is the mutual promises and covenants contained herein.
2. Location of Boundary. Subject to the express exceptions contained herein, the parties agree that their common boundary line established herein shall be the line shown on the Plan, which line is described in Exhibit A attached hereto (hereinafter referred to as the "Boundary Line").
3. Release Deeds. This instrument shall have the effect of a conveyance in the form of a Maine Statutory Short Form Release Deed from each party to the other of any interest in the other's real estate contiguous to the Boundary Line so that each has a fee simple absolute interest in the real estate on its side of the Boundary Line to the exclusion of the other party except as expressly reserved in this section.
 - A. Maine Ground to the Municipality: Maine Ground Developers, Inc., for consideration paid, releases to The Inhabitants of the Town of Hampden, certain land in Hampden, Penobscot County, Maine, described as follows:

The land lying generally easterly and southerly of and contiguous to the Boundary Line, being all of the land included in Hampden Business and Commerce Park as shown on the Plan.

For Maine Ground's source of title, reference may be had to three deeds dated December 11, 1998 recorded in the Penobscot County Registry of Deeds as follows:

a) deed from the Personal Representative of the Estate of Ernest O. Sprowl recorded in Book 6904, Page 1;

b) deed from Fred Messina and David A. Sprowl recorded in Book 6904, Page 11; and

c) deed of the Personal Representative of the Estate of Salvatore A. Messina recorded in Book 6904, Page 21.

B. The Municipality to Maine Ground: The Inhabitants of the Town of Hampden, for consideration paid, releases to Maine Ground Developers, Inc., certain land in Hampden, Penobscot County, Maine, described as follows:

The land lying westerly and northerly of, and contiguous to, the Boundary Line, being shown in part on the Plan. A portion of the land hereby released is designated on the Plan as "N/F Maine Ground Developers, Inc."

All rights in the easement areas and other land within Hampden Business and Commerce Park depicted on the Plan are hereby reserved. No rights in and to such land shall be deemed to be hereby created in favor of Maine Ground Developers, Inc.

For the Inhabitants of the Town of Hampden's sources of title, reference may be had to the following deeds:

a) August 20, 2001 deed from Mary T. Rice recorded in Book 7832, Page 274;

b) August 16, 2001 deed from Helena R. Perry recorded in Book 7832, Page 278;

c) August 20, 2001 deed from John F. Perry and Carolyn M. Perry recorded in Book 7832, Page 285; and

d) September 4, 2001 deed from Rose Mary Cunningham recorded in the Penobscot County Registry of Deeds in Book 7872 Page 199.

The Municipality excepts and reserves from this conveyance the approximately 5.66 acre parcel and all rights and easements described in the deed from Maine Ground Developers, Inc. to the Inhabitants of the Town of Hampden of recent date to be recorded herewith.

4. Binding Agreement. This Agreement shall be binding upon the parties, their representatives, successors, and assigns, as their interests may appear.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

MAINE GROUND DEVELOPERS, INC.

Name:
Title:

STATE OF MAINE
PENOBSCOT COUNTY

_____, 2017

Personally appeared the above-named _____, in his/her aforesaid capacity, and acknowledged before me the foregoing instrument to be his/her free act and deed and the free act and deed of said corporation.

Notary Public/Attorney at Law

Print or type name as signed

DRAFT

**THE INHABITANTS OF THE TOWN
OF HAMPDEN**

By: Angus Jennings
Its Town Manager

STATE OF MAINE
Penobscot County

_____, 2017

Personally appeared the above-named Angus Jennings, in his aforesaid capacity, and acknowledged before me the foregoing instrument to be his free act and deed and the free act and deed of the Inhabitants of the Town of Hampden.

Notary Public/Attorney at Law

Print or type name as signed

DRAFT

EXHIBIT A

**Boundary Line Agreement
to be executed by
Maine Ground Developers, Inc.
and
Inhabitants of the Town of Hampden**

A line between certain lots or parcels of land located on the Northwesterly sideline of Route 202 and the southeast sideline of Interstate 95 in the Town of Hampden, County of Penobscot, State of Maine, and shown on two plans entitled "Final Subdivision Plan - Amendment No. 3 - Hampden Business and Commerce Park", prepared by Shyka, Sheppard & Garster, and recorded September 17, 2014 in Penobscot County Registry of Deeds Map File 2014-60 and Map File 2014-61, and being more particularly described as follows:

To locate the point of beginning of the Boundary Line settled by this Agreement, begin at an iron rod set on the Northwesterly sideline of Route 202, said rod being $N46^{\circ}44'50''E$ of and five and sixty-eight hundredths (5.68) feet from a granite highway monument found one hundred ninety-five (195) feet left from centerline station 147+91 as shown on a Maine State Highway Commission Right of Way Map – State Highway 26 (Route 202), SHC File No. 10-150, dated January 1964, sheets 10 & 11, recorded in the Penobscot County Registry of Deeds, Plan Book 23, Pages 64 & 65, said iron rod also being on the northeasterly line of land described in a deed to John A., Jr. & Betsy Jones Vickery, dated June 16, 1999, recorded in Book 7083, Page 16;

THENCE $N55^{\circ}22'39''W$ along said Vickery's, now or formerly, northeasterly line, one thousand twenty and ninety-nine hundredths (1,020.99) feet to an iron rod at the POINT OF BEGINNING for the herein described boundary;

THENCE $N26^{\circ}36'57''E$, one hundred forty-two and seven hundredths (142.07) feet to an iron rod;

THENCE $N21^{\circ}09'55''W$, four hundred eighty-nine and ninety-nine hundredths (489.99) feet to an iron rod, said iron rod is located $S55^{\circ}22'39''E$ of and nine hundred ten and zero hundredths (910.00) feet from a stone bound found at the most southerly corner of land formerly of Helen S. Mann as described in deed dated September 1, 1889, recorded in Book 604, Page 181, and as shown on a Plan of Land of Estate of William Mann, dated August 1889, recorded in Plan Book 4, Page 27;

THENCE $N19^{\circ}17'35''W$, two hundred seventy-nine and ninety-five hundredths (279.95) feet to an iron rod;

THENCE N55°22'39"W, six hundred ninety and zero hundredths (690.00) feet to an iron rod , said iron rod is located N32°27'21"E of and one hundred sixty-five and zero hundredths (165.00) feet from said stone bound found at said corner of land formerly of Helen S. Mann;

THENCE N32°27'21"E, three hundred thirty and zero hundredths (330.00) feet to an iron rod;

THENCE N67°27'21"E a distance of seven hundred thirty-eight and zero hundredths (738.00) feet to an iron rod;

THENCE N42°29'33"W, one hundred eighty-five and seventy-four hundredths (185.74) feet to an iron rod;

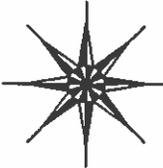
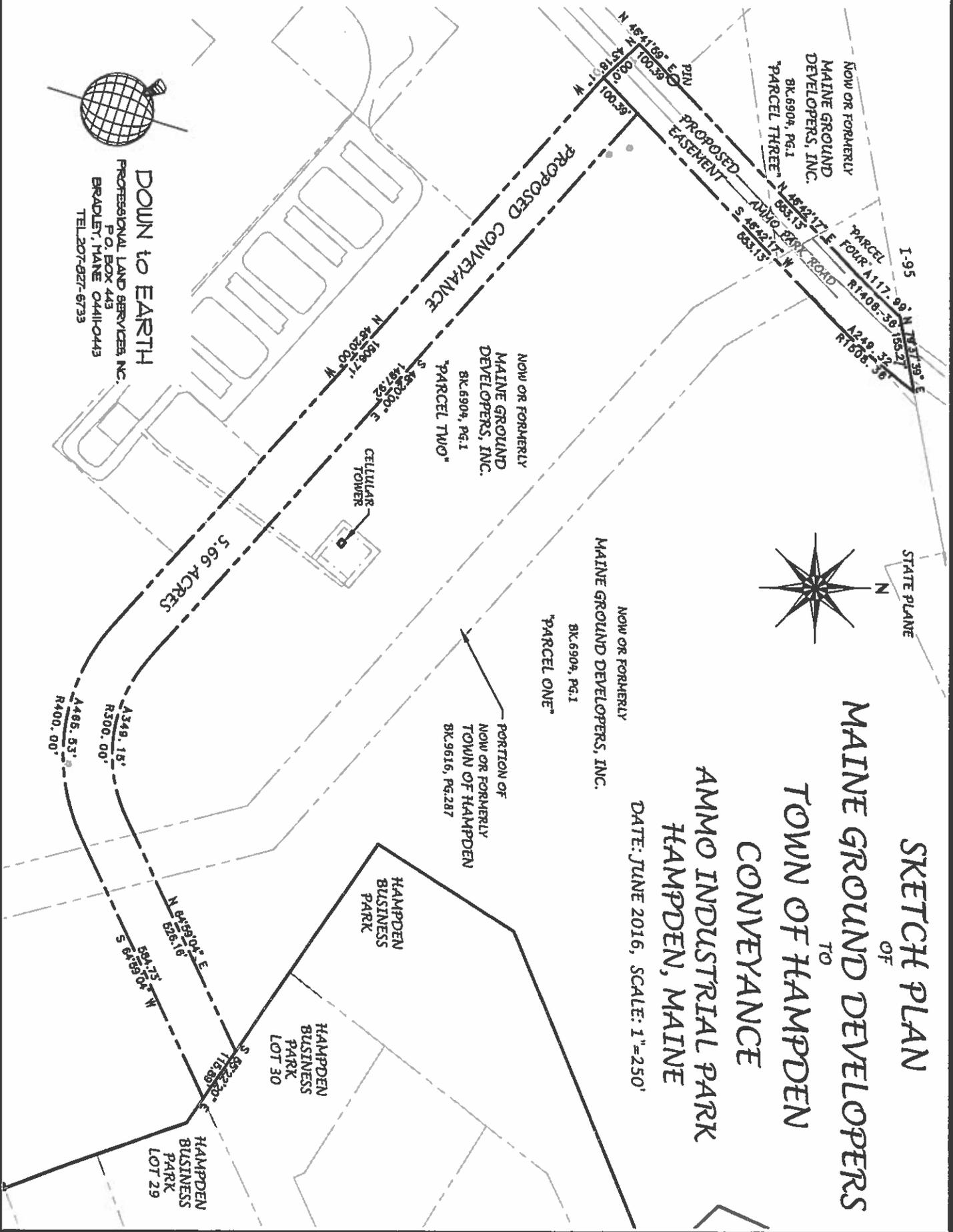
THENCE N23°43'34"E a distance of eight hundred thirty-four and seventy-eight hundredths (834.78) feet to an iron rod set on the approximate Bangor and Hampden Municipal Boundary at the most westerly corner of land described in said deed to Bangor Hydro-Electric Company, recorded in Book 5133, Page 294, said iron rod also being N09°25'10W of and three thousand three hundred twenty-seven and seventy-seven hundredths (3327.77) feet from THE POINT OF BEGINNING.

All iron rods set are ¾" diameter reinforcing bars, (rebar), with survey ID cap and will be set pending receipt of final state and local approvals for the Hampden Business and Commerce Park.

This description was prepared by Shyka, Sheppard & Garster, Land Surveyors of Bangor, Maine and is based on the Plan prepared for the Town of Hampden. Bearings reference Grid North as shown on the Plan.



DOWN TO EARTH
 PROFESSIONAL LAND SERVICES, INC.
 P.O. BOX 443
 BRADLEY, MAINE 04411-0443
 TEL. 207-827-6733



STATE PLANE

SKETCH PLAN
 OF
MAINE GROUND DEVELOPERS
 TO
TOWN OF HAMPDEN
AMMO INDUSTRIAL PARK
HAMPDEN, MAINE
CONVEYANCE

DATE: JUNE 2016, SCALE: 1"=250'

NOW OR FORMERLY
 MAINE GROUND DEVELOPERS, INC.
 BK.6904, PG.1
 "PARCEL ONE"

NOW OR FORMERLY
 TOWN OF HAMPDEN
 BK.9616, PG.287

NOW OR FORMERLY
 MAINE GROUND DEVELOPERS, INC.
 BK.6904, PG.1
 "PARCEL TWO"

NOW OR FORMERLY
 MAINE GROUND DEVELOPERS, INC.
 BK.6904, PG.1
 "PARCEL THREE"

1.95
 "PARCEL FOUR"
 A117-89' N T1139° E
 R1408-38/15321
 A249-32
 RT605-39

5.66 ACRES

A349.15'
 R300.00°
 A485.53'
 R400.00°

HAMPDEN BUSINESS PARK LOT 29
 HAMPDEN BUSINESS PARK LOT 30

HAMPDEN BUSINESS PARK

HAMPDEN BUSINESS PARK

CELLULAR TOWER

PROPOSED EASEMENT

PROPOSED CONVEYANCE

N 45°11'09" E 100.39'
 N 45°16'01" W 100.39'
 N 45°12'17" E 100.39'
 S 45°12'17" W 100.39'
 N 45°12'17" E 100.39'
 S 45°12'17" W 100.39'

N 64°56'04" E 528.18'
 S 64°56'04" W 528.18'
 S 82°2'30" E 118.88'
 S 82°2'30" W 118.88'



DOWN to EARTH
PROFESSIONAL LAND SERVICES, INC.
P.O. BOX 443
BRADLEY, MAINE 04411-0443
TEL. 207-827-6733

Subject: Written Description for Maine Ground Developers to Town of Hampden Conveyance

Date: June 29, 2016

A certain parcel of land, situated northerly of Route 202 and southerly of Interstate 95, in the Town of Hampden, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a point on a northeasterly line of land now or formerly of Maine Ground Developers, Inc., as described as "Parcel One" in deed recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1, said point also being the most westerly corner of Lot 29 as depicted on subdivision plan entitled "Final Subdivision Plan – Amendment No. 1, Hampden Business and Commerce Park, Route 202, Hampden, Penobscot County, Maine, Prepared for Town of Hampden", recorded in Penobscot County Registry of Deeds, Plan Book 2002, Page 89:

THENCE: S 64° 59' 04" W, through the land of said Maine Ground Developers, Inc., a distance of 584.73 feet, to a point;

THENCE: On a tangent curve to the right, through the land of said Maine Ground Developers, Inc., having a radius of 400.0 feet and an arc length of 465.53 feet, to a point;

THENCE: N 48° 20' 00" W, through the land of said Maine Ground Developers, Inc., a distance of 1506.71 feet, more or less, to the southeasterly sideline of a right of way depicted as "Ammo Park Road, Proposed 100' Wide R.O.W." as depicted on plan entitled "Lotting Plan, Maine Ground Developers, Inc., Ammo Industrial Park, Hampden, Maine", recorded in the Penobscot County Registry of Deeds, Plan Book 2014, Page 3;

THENCE: N 46° 41' 59" E, by and along the southeasterly sideline of said right of way, a distance of 100.39 feet, to a point;

THENCE: S 48° 20' 00" E, through the land of Maine Ground Developers, Inc., a distance of 1497.92 feet, to a point;

THENCE: On a tangent curve to the left, through the land of said Maine Ground Developers, Inc., having a radius of 300.0 feet and an arc length of 349.15 feet, to a point;

THENCE: N 64° 59' 04" E, through the land of Maine Ground Developers, Inc., a distance of 526.16 feet, more or less, to the northeasterly line of said Maine Ground Developers, Inc., and the southwesterly line of Lot 30 as depicted on said subdivision plan;

THENCE: S 55° 22' 20" E, by and along said northeasterly line of Maine Ground Developers, Inc., and southwesterly line of said Lot 30 as depicted on said subdivision plan, a distance of 115.89 feet, more or less, to the point of beginning.

The above described parcel containing 5.66 acres, more or less.

ALSO HEREBY CONVEYING:

A non-exclusive easement for all purposes of a way situated northerly of Route 202 and southerly of Interstate 95, in the Town of Hampden, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a pin on the northwesterly sideline of a right of way depicted as "Ammo Park Road, Proposed 100' Wide R.O.W." as depicted on plan entitled "Lotting Plan, Maine Ground Developers, Inc., Ammo Industrial Park, Hampden, Maine", recorded in the Penobscot County Registry of Deeds, Plan Book 2014, Page 3, said pin also being the most easterly corner of land now or formerly of Portland Air Freight, Inc., as described in deed recorded in the Penobscot County Registry of Deeds, Book 13623, Page 293:

THENCE: N 46° 42' 17" E, by and along the northwesterly sideline of said 100-foot right of way, a distance of 553.13 feet, to a point;

THENCE: On a tangent curve to the left, by and along the northwesterly sideline of said 100-foot right of way, having a radius of 1408.36 feet and an arc length of 117.99 feet, more or less, to the southerly sideline of Interstate 95;

THENCE: N 79° 37' 39" E, by and along the southerly sideline of said Interstate 95, a distance of 155.27 feet, more or less, to the southeasterly sideline of said 100-foot right of way;

THENCE: In a generally southwesterly direction, by and along a curve to the right, by and along the southeasterly sideline of said 100-foot right of way, having a radius of 1508.36 feet and an arc length of 249.32 feet, to a point;

THENCE: S 46° 42' 17" W, by and along the southeasterly sideline of said 100-foot right of way, a distance of 553.13 feet, more or less, to the most northerly corner of the parcel described herein;

THENCE: S 46° 41' 59" W, by and along the southeasterly sideline of said 100-foot right of way and the northwesterly line of the parcel described herein, a distance of 100.39 feet, more or less, to the most westerly corner of the parcel described herein;

THENCE: N 43° 18' 01" W, through the land of said Maine Ground Developers, Inc., as described as "Parcel Two" in deed recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1, a distance of 100.00 feet to the southeasterly line of said Portland Air Freight, Inc. and the northwesterly sideline of said 100-foot right of way;

THENCE: N 46° 41' 59" E, by and along the southeasterly line of said Portland Air Freight, Inc., and the northwesterly sideline of said 100-foot right of way, a distance of 100.39 feet, more or less, to the point of beginning.

Meaning and intending to convey a portion of land with associated easement of Maine Ground Developers, Inc., as described in deed recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1.

ALSO HEREBY CONVEYING: A right of way over an existing road commencing from the northerly end of above described easement and the southerly sideline of Interstate 95 and extending in a northerly direction crossing said Interstate 95 to the Odlin Road.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING EASEMENTS AND RIGHTS OF WAY TO THE EXTENT THEY APPLY TO ANY EXISTING EASEMENTS, ENCUMBRANCES, OR RESTRICTIONS OF RECORD, IF ANY:

- (1) The easement granted to Messina and Sprowl Associates, Inc to Bangor Hydro-Electric Company, dated August 14, 1985, recorded in the Penobscot County Registry of Deeds in Book 3718, Page 2.
- (2) The easement granted by Ammo Industrial Park, Inc., to New England Telephone and Telegraph Company, dated June 26, 1985, recorded in said Registry in Book 3761, Page 153.
- (3) The drainage and slope easement taken by the State of Maine recorded in said Registry in Book 1619, Page 377, and in Book 1759, Page 360.

- (4) The right of way granted by Messina and Sprowl Associates, Inc., to Stone Communications, Inc., dated September 11, 1985, recorded in said Registry in Book 3717, Page 65.
- (5) The right of way granted by Henry H. Page and Phyllis I. Page to United Advertisement Corporation, dated July 24, 1962, recorded in said Registry in Book 1857, Page 107.

THIS CONVEYANCE IS SUBJECT TO all rights of way reserved to the GRANTOR, including but not limited to access, egress, utility and infrastructure installation, repair and maintenance.

WARRANTY DEED

MAINE GROUND DEVELOPERS, INC., a Maine corporation with a mailing address of P.O. Box 1169, Bangor, Maine 04402-1169, for consideration paid, grants to THE INHABITANTS OF THE TOWN OF HAMPDEN (also known as Town of Hampden), a body corporate and politic, having a place of business at 106 Western Avenue, Hampden, Maine 04444, with Warranty Covenants, a certain parcel of land, situated northerly of Route 202 and southerly of Interstate 95, in the Town of Hampden, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a point on a northeasterly line of land now or formerly of Maine Ground Developers, Inc., as described in "Parcel One" in deed recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1, said point also being the most westerly corner of Lot 29 as depicted on subdivision plan entitled "Final Subdivision Plan – Amendment No. 3, Hampden Business and Commerce Park, Route 202, Hampden, Penobscot County, Maine, Prepared for Town of Hampden," recorded in Penobscot County Registry of Deeds, Map File 2014-61:

THENCE: S 64° 59' 04" W, through the land of said Maine Ground Developers, Inc., a distance of 584.73 feet, to a point;

THENCE: On a tangent curve to the right, through the land of said Maine Ground Developers, Inc., having a radius of 400.0 feet and an arc length of 465.53 feet, to a point;

THENCE: N 48° 20' 00" W, through the land of said Maine Ground Developers, Inc., a distance of 1506.71 feet, more or less, to the southeasterly sideline of a right of way depicted as "Ammo Park Road, Proposed 100' Wide ROW" as depicted on plan entitled "Lotting Plan, Maine Ground Developers, Inc., Ammo Industrial Park, Hampden, Maine," recorded in the Penobscot County Registry of Deeds, Plan Book 2014, Page 3;

THENCE: N 46° 41' 59" E, by and along the southeasterly sideline of said right of way, a distance of 100.39 feet, to a point;

THENCE: S 48° 20' 00" E, through the land of Maine Ground Developers, Inc., a distance of 1497.92 feet, to a point;

THENCE: On a tangent curve to the left, through the land of said Maine Ground Developers, Inc., having a radius of 300.0 feet and an arc length of 349.15 feet, to a point;

8.3.17

THENCE: N 64° 59' 04" E, through the land of Maine Ground Developers, Inc., a distance of 526.16 feet, more or less, to the northeasterly line of said Maine Ground Developers, Inc., and the southwesterly line of Lot 30 as depicted on said subdivision plan;

THENCE: S 55° 22' 20" E, by and along said northeasterly line of Maine Ground Developers, Inc., and southwesterly line of said Lot 30 as depicted on said subdivision plan, a distance of 115.89 feet, more or less, to the point of beginning.

The above described parcel containing 5.66 acres, more or less, is shown as "Proposed Conveyance" on the "Sketch Plan of Maine Ground Developers to Town of Hampden/Conveyance Ammo Industrial Park/Hampden, Maine" dated June 2016, a copy of which is attached as Exhibit A.

ALSO HEREBY CONVEYING:

A non-exclusive easement, in common with the Grantor, for all purposes of a way, including utility services, appurtenant to (i) the land hereby conveyed, (ii) all land depicted on the "Final Subdivision Plan – Amendment No. 3, Hampden Business and Commerce Park, Route 202, Hampden, Penobscot County, Maine, Prepared for Town of Hampden," recorded in Penobscot County Registry of Deeds, Map File 2014-60 and Map File 2014-61, and (iii) the Grantee's remaining land described in the deed of L.L. Bean, Inc. dated November 3, 2004 and recorded in said Registry in Book 9616, Page 287, said easement being situated northerly of Route 202 and southerly of Interstate 95, in the Town of Hampden, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a pin on the northwesterly sideline of a right of way depicted as "Ammo Park Road, Proposed 100' Wide ROW" as depicted on plan entitled "Lotting Plan, Maine Ground Developers, Inc., Ammo Industrial Park, Hampden, Maine," recorded in the Penobscot County Registry of Deeds, Plan Book 2014, Page 3, said pin also being the most easterly corner of land now or formerly of Portland Air Freight, Inc., as described in deed recorded in the Penobscot County Registry of Deeds, Book 13623, Page 293:

THENCE: N 46° 42' 17" E, by and along the northwesterly sideline of said 100-foot right of way, a distance of 553.13 feet, to a point;

THENCE: On a tangent curve to the left, by and along the northwesterly sideline of said 100-foot right of way, having a radius of 1408.36 feet and an arc length of 117.99 feet, more or less, to the southerly sideline of Interstate 95;

THENCE: N 79° 37' 39" E, by and along the southerly sideline of said Interstate 95, a distance of 155.27 feet, more or less to the southeasterly sideline of said 100-foot right of way;

8.3.17

- THENCE: In a generally southwesterly direction, along the southeasterly sideline of said 100-foot right of way, by and along a curve to the right, having a radius of 1508.36 feet an arc length of 249.32 feet, to a point;
- THENCE: S 46° 42' 17" W, by and along the southeasterly sideline of said 100-foot right of way, a distance of 553.13 feet, more or less, to the most northerly corner of the parcel hereby conveyed;
- THENCE: S 46° 41' 59" W, by and along the southeasterly sideline of said 100-foot right of way and the northwesterly line of the parcel described herein, a distance of 100.39 feet, more or less, to the most westerly corner of the parcel hereby conveyed;
- THENCE: N 43° 18' 01" W, through the land of said Maine Ground Developers, Inc., described as "Parcel Two" in deed recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1, a distance of 100.00 feet to the southeasterly line of said Portland Air Freight, Inc. and the northwesterly sideline of said 100-foot right of way;
- THENCE N 46° 41' 59" E, by and along the southeasterly line of said Portland Air Freight, Inc., and the northwesterly sideline of said 100-foot right of way, a distance of 100.39 feet, more or less, to the point of beginning.

Meaning and intending to convey a portion of the land described in the following December 11, 1998 deeds to Maine Ground Developers, Inc., recorded in the Penobscot County Registry of Deeds, and an easement burdening a portion of the same.

- a) Deed from the Personal Representative of the Estate of Ernest O. Sprowl recorded in Book 6904, Page 1;
- b) Deed from Fred Messina and David A. Sprowl recorded in Book 6904, Page 11; and
- c) Deed of the Personal Representative of the Estate of Salvatore A. Messina recorded in Book 6904, Page 21.

Town of Hampden owns land abutting the parcel hereby conveyed.

ALSO HEREBY CONVEYING: A right-of-way, in common with the Grantor, for all purposes of way over Ammo Park Road as shown on the plan recorded in Plan File 2014-3, as it extends from the northerly end of above described easement and the southerly sideline of Interstate 95 in a northerly direction crossing said Interstate 95 to the Odlin Road. For Grantor's source of title to this right of way, see the above-referenced source deeds dated December 11, 1998.

THIS CONVEYANCE IS SUBJECT, AS APPLICABLE, TO THE FOLLOWING:

1. The easement granted by Messina & Sprowl Associates, Inc. to Bangor Hydro-Electric Company, dated August 14, 1985, recorded in the Penobscot County Registry of Deeds in Book 3718, Page 2.
2. The easement granted by Ammo Industrial Park, Inc., to New England Telephone and Telegraph Company, dated June 26, 1985, recorded in said Registry in Book 3761, Page 153.
3. The drainage and slope easement taken by the State of Maine recorded in said Registry in Book 1619, Page 377, and in Book 1759, Page 360.
4. The right of way granted by Messina & Sprowl Associates, Inc., to Stone Communications, Inc., dated September 11, 1985, recorded in said Registry in Book 3717, Page 65.
5. The right of way granted by Henry H. Page and Phyllis I. Page to United Advertisement Corporation, dated July 24, 1962, recorded in said Registry in Book 1857, Page 107.

This deed is given in exchange for the companion deed from Town of Hampden (authorized by the Hampden Town Council on August , 2017) to Maine Ground Developers, Inc., to be recorded .

Maine Ground Developers, Inc., has caused this instrument to be signed in its corporate name, as an instrument under seal, by _____, its _____, duly authorized, this _____ day of August, 2017.

WITNESS:

MAINE GROUND DEVELOPERS, INC.

By: _____
 Name _____
 Its _____
 Hereunto Duly Authorized

8.3.17

STATE OF MAINE

PENOBSCOT, ss. _____, 2017

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Name:

Notary Public
Maine Attorney-at-Law

MUNICIPAL QUITCLAIM DEED

TOWN OF HAMPDEN, also known as the Inhabitants of the Town of Hampden, a body corporate and politic, with a place of business at 106 Western Avenue, Hampden, Maine 04444, for consideration paid, releases to MAINE GROUND DEVELOPERS, INC., a Maine corporation with a mailing address of P.O. Box 1169, Bangor, Maine 04402-1169, and a place of business at 422 Perry Road, Bangor, Maine 04401, a certain lot or parcel of land, situated southerly of Interstate 95 and northerly of Route 202, in the Town of Hampden, County of Penobscot, State of Maine, bounded and described as follows:

Beginning at a point on the southerly sideline of Interstate 95, said point being the most easterly corner of "Parcel Four" as described in deed to Maine Ground Developers, Inc., recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1:

THENCE: N 79° 37' 39" E, by and along the southerly sideline of said Interstate 95, a distance of 147.63 feet, more or less, to a northwesterly corner of "Parcel One" as described in deed to Maine Ground Developers, Inc., recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1;

THENCE: S 46° 49' 00" W, by and along a northwesterly line of said Maine Ground Developers, Inc., a distance of 312.82 feet, to a point;

THENCE: S 30° 29' 00" E, by and along a southwesterly line of said Maine Ground Developers, Inc., a distance of 205.55 feet, to a point;

THENCE: S 48° 20' 00" E, by and along a southwesterly line of said Maine Ground Developers, Inc., a distance of 1385.83 feet, to a point;

THENCE: S 14° 23' 00" E, by and along a southwesterly line of said Maine Ground Developers, Inc., a distance of 249.25 feet, to a point;

THENCE: S 64° 59' 04" W, through the land of the Town of Hampden, as described in deed recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287, a distance of 101.74 feet, more or less, to a northeasterly line of "Parcel Two" as described in deed to Maine Ground Developers, Inc., recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1;

THENCE: N 14° 23' 00" W, by and along a northeasterly line of said Maine Ground Developers, Inc., a distance of 237.48 feet, to a point;

- THENCE: N 48° 20' 00" W, by and along a northeasterly line of said Maine Ground Developers, Inc., a distance of 1371.02 feet, more or less, to an iron pin;
- THENCE: N 30° 29' 00" W, by and along a northeasterly line of said Maine Ground Developers, Inc., a distance of 280.73 feet, more or less, to the southeasterly line of said "Parcel Four" as described in deed to Maine Ground Developers, Inc.;
- THENCE: N 46° 49' 00" E, by and along a southeasterly line of said Maine Ground Developers, Inc., a distance of 273.22 feet, more or less, to the point of beginning.

The above described parcel containing 4.82 acres, more or less.

Meaning and intending to convey a portion of land described in the November 3, 2004 deed from L.L. Bean Inc. to Town of Hampden, recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287. Maine Ground Developers, Inc., owns land abutting the parcel hereby conveyed.

The right-of-way, for all purposes, including without limitation the construction, maintenance and repair of water, sewer and transmission lines, across Tract 101 E, Tract 102 E, and Tract 103E described in the aforesaid deed to Town of Hampden recorded in the Penobscot County Registry of Deeds Book 9616, Page 287 is hereby reserved.

Reserving all rights and easements described in the deed from Maine Ground Developers, Inc. to the Grantor herein by deed of recent date, to be recorded herewith, being located within the portion of Ammo Park Road shown as "Proposed Conveyance" on the "Sketch Plan of Maine Ground Developers to Town of Hampden/Conveyance Ammo Industrial Park/Hampden, Maine" dated June 2016, a copy of which is attached hereto as Exhibit A.

Exhibit A shows a portion of the land conveyed by L.L. Bean Inc. to Town of Hampden, recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287. Only the 4.82 acre portion of said land described above is hereby conveyed.

THIS CONVEYANCE IS SUBJECT, AS APPLICABLE, TO THE FOLLOWING:

1. Subject to the reservation by Messina & Sprowl Associates, Inc. in the December 28, 1989 deed to L.L. Bean, Inc., recorded in the Penobscot County Registry of Deeds, Book 4578, Page 177, of the following described rights-of-way for all purposes, including without limitations the construction, maintenance and repair of water, sewer and transmission lines, provided that the grantor, its successors and assigns replace and repair any damage to property arising from the construction, maintenance and repair of water, sewer and transmission lines and restore the surface of the property to its condition prior to construction, maintenance and repair;
 - a. Right-of-way over a proposed roadway commencing from I-95 and proceeding generally southerly to said Route 202, the easterly line of said right-of-way over

said proposed road being the same as the most easterly line of the above described parcel of land hereby conveyed, and being eighty (80) feet in width for its first leg from I-95 southwesterly for three hundred (300) feet more or less, then widening to one hundred (100) feet in width for the remainder of its length to said Route 202; and

- b. A right-of-way over an existing road commencing at the northeasterly and of the above proposed roadway at I-95 and extending in a northeasterly direction crossing U.S. Highway I-95 to Odlin Road in Bangor, Maine.
2. A right-of-way granted to the United Advertising Corporation as described in Book 1857, page 107.
 3. A pipeline easement granted to the Socony Mobil Pipeline Corporation and its successors in interest, crossing the southeasterly portion of the above-described premises as delineated, modified and amended by a Partial Release of Easement deed from Mobil Pipe Line Company, formerly Magnolia Pipe Line Company, and successor in interest to Socony Mobil Oil Company, Inc. to Messina & Sprowl Associates, Inc. dated November 28, 1989, and recorded in the Penobscot County Registry of Deeds in Book 4578, Page 161.
 4. A State of Maine drainage and slope easement described in Book 1759, Page 360.
 5. A right-of-way granted to Stone Communications, Inc. as described in Book 3717, Page 65 recorded in said Registry of Deeds.
 6. A right-of-way reserved in the deed from Henry H. Page, et al to Ammo Industrial Park, Inc. dated March 29, 1984 and recorded in said Registry of Deeds in Book 3507, Page 125.

This deed is given in exchange for the companion deed from Maine Ground Developers, Inc., to Town of Hampden, to be recorded, and was authorized by the Hampden Town Council on August __, 2017.

Town of Hampden has caused this instrument to be signed in its corporate name, as an instrument under seal, by Angus Jennings, its Town Manager, duly authorized, this _____ day of _____, 2017.

WITNESS:

TOWN OF HAMPDEN

By: _____

Angus Jennings
Its Town Manager
Hereunto Duly Authorized

STATE OF MAINE

6.22.17 (revised 8.3.17)

PENOBSCOT, ss. _____, 2017

Then personally appeared the above-named Angus Jennings and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Name:

Notary Public
Maine Attorney-at-Law

David I. Ryder (Mayor, Dist. 4)
Stephen L. Wilde (1)
Dennis R. Marble (2)
Terry McAvoy (3)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Mark Cormier (A/L)
Ivan McPike (A/L)
Gregory J. Sirois (A/L)

Order: 2017-05

Adoption: _____, 2017

ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

ORDERED, that the Town Council hereby approves the following procedures for public purchasing. This Order rescinds and replaces the Hampden Town Council Bid Procedure Guidelines most recently amended on June 15, 2009.

1. **Purposes.** The purposes of these Bid Procedures for Public Purchasing are to standardize the purchasing procedures of the Town of Hampden thereby securing for the Town the advantages of a centralized and uniform purchasing policy saving the taxpayers' money and increasing public confidence in the procedures for municipal purchasing; to promote the fair and equitable treatment of all vendors of goods and services; and to set forth the duties and responsibilities of the Department Heads and the Town Manager, thereby fostering interdepartmental cooperation and trust in the purchasing system.
2. **Vendor Book.** The Town Manager shall establish a Vendor Book organized based on different types of goods and services that the Town may wish to procure, from time to time. Vendors may be added to the Vendor Book upon the initiative of the Town Manager or Department Heads, on the basis of vendor responsibility and quality, or upon vendor submittal of qualifications materials. The Vendor Book shall be a public document available for inspection upon request, and shall be updated by the Town Manager at least annually.
3. Department heads may purchase items when the purchase price is less than \$10,000 and is within the Department's approved municipal operating budget.
4. **Purchases.** Purchasing procedures are established based on the estimated dollar value of the goods or services to be procured:
 - a. **Supplies or Services Estimated to Cost less than \$10,000.** The Town Manager shall handle purchases under a quotation system. Under this system prices are solicited by the Town Manager from at least three vendors and the item or service is purchased from the vendor that the Town Manager recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

requested. All quotations shall specify delivered prices, terms of payment and cash discounts if applicable. If oral quotations are accepted, the Town Manager shall make a record of the quotation including the person from whom the quote is received, and the date and time the quote is received.

- b. Supplies or Services Estimated to Cost More than \$10,000 but Less than \$50,000. Department Head shall prepare written specifications as to quantity and quality required, the availability of bid packages or other details, and the date and time when bids must be received. Department Head shall seek written bids from at least three vendors, or such greater number of vendors included in the Vendor Book that customarily provide the applicable good or service. Specifications with bid sheet shall be posted to the "Public Bids and Notices" page on the Town of Hampden website, and posted on a bulletin board at the Town Office. The specifications will include the date and hour by which bids must be received in order to be considered. Bidders shall submit bids prior to the date and time specified for opening of bids; late bids shall not be accepted. After opening of all bids, the Department Head or Town Manager will prepare a recommendation regarding the most responsive bidder and report same to the Council's Finance Committee for review. The Finance Committee will report their recommendation to the full Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.

- c. Supplies or Services Estimated to Cost More than \$50,000. The Department Head or Town Manager shall prepare an Invitation for Bids describing the Town's requirements clearly, accurately and completely, but avoiding unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders. The Invitation for Bids will be advertised in a newspaper of regional circulation, on the "Public Bids and Notices" page on the Town of Hampden website, and posted on a bulletin board at the Town Office, at least ten calendar days prior to the time set for public opening of sealed bids. The Invitation for Bids will specify the date and the hour of an official public bid opening by the Town Clerk at the Town Office. Bidders shall submit sealed bids prior to the date and time specified for opening of bids; late bids shall not be accepted. After opening of all bids, the Department Head or Town Manager will prepare a

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

recommendation regarding the most responsive bidder and report same to the appropriate Council committee for review and said committee will report their recommendation to the Council's Finance Committee for review. The Finance Committee will report their recommendation to the full Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.

5. Waiver.

- a. **Town Council Authorization.** When unusual circumstances exist, purchases estimated to cost more than \$10,000 but less than \$50,000 may be negotiated by use of the quotation system as provided in the above Article #4(a), and purchases estimated to cost more than \$50,000 may be negotiated by use of the bid solicitation system as provided in the above Article #4(b), each subject to the approval of the Town Council. "Unusual circumstances" include but are not confined to limited availability of the product or service within the area such as blacktop, tar, asphalt, salt, calcium chloride; a limited number of vendors providing a particular good or service; and short term rental of equipment. In its consideration of whether to authorize this manner of purchasing, the Town Council shall consider whether doing so would be reasonably expected to impair the Town's ability to secure the most advantageous purchasing terms.
- b. **Town Manager Authorization.** The Town Manager may waive the requirements for formal bid solicitation as provided in the above Article #4(c), and may instead follow the procedures in Article #4(b), in cases of emergency or time constraints that would affect the Town's ability to perform mandated functions, provided that the Town Manager shall file a full and complete statement of the reasons for waiving the formal bid solicitation process.

6. **Cooperative Purchasing.** The Town Manager may make cooperative purchases in conjunction with other governmental entities, without competitive bidding, if he/she determines the purchase is being made after competitive bidding by the cooperative entity or at terms more advantageous than the Town would be likely to obtain by competitive bidding.

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

7. Records Retention. The Department Head or the Town Manager shall keep a written record for all public purchases in the amount of \$10,000 or more, which shall include a record of all bids submitted, for six years following the purchase award. All written records shall be available for public inspection, except that proposals submitted in response to an Invitation for Bids remain confidential until the completion of the evaluations or until the time for acceptance specified in the Invitation for Bids, whichever is earlier.

8. Disposition of Town-owned equipment. In the event the Town or Department wishes to dispose of town-owned equipment with a value exceeding five thousand dollars (\$5,000) the Town Council will advertise for bids. Said advertisement shall state an official bid opening by the Town Clerk at the Town Office, specifying the date and hour of the public opening of same. After opening of all bids, they will be turned over to the appropriate Council committee for review and said committee will report their recommendation to the full Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. For town-owned equipment with a value of less than five thousand dollars (\$5,000), the Town Manager shall handle such sales under a quotation system. Under this system, values are solicited by the Town Manager and the item is sold to the buyer that the Town Manager recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. Equipment that is traded in as part of a separate but related equipment purchase shall not be required to undertake a separate bid process provided that the purchase that includes the trade-in is handled in accordance with these procedures.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

David I. Ryder (Mayor, Dist. 4)
Stephen L. Wilde (1)
Dennis R. Marble (2)
Terry McAvoy (3)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Mark Cormier (A/L)
Ivan McPike (A/L)
Gregory J. Sirois (A/L)

Order: 2017-05

Adoption: _____, 2017

ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

ORDERED, that the Town Council hereby approves the following procedures for public purchasing. This Order rescinds and replaces the Hampden Town Council Bid Procedure Guidelines most recently amended on June 15, 2009.

1. Purposes. The purposes of these Bid Procedures for Public Purchasing are to standardize the purchasing procedures of the Town of Hampden thereby securing for the Town the advantages of a centralized and uniform purchasing policy saving the taxpayers' money and increasing public confidence in the procedures for municipal purchasing; to promote the fair and equitable treatment of all vendors of goods and services; and to set forth the duties and responsibilities of the Department Heads and the Town Manager, thereby fostering interdepartmental cooperation and trust in the purchasing system.
2. Vendor Book. The Town Manager shall establish a Vendor Book organized based on different types of goods and services that the Town may wish to procure, from time to time. Vendors may be added to the Vendor Book upon the initiative of the Town Manager or Department Heads, on the basis of vendor responsibility and quality, or upon vendor submittal of qualifications materials. The Vendor Book shall be a public document available for inspection upon request, and shall be updated by the Town Manager at least annually.
- ~~1.3.~~ Department heads may purchase items at their discretion when the purchase price is less than \$10,000 and is within the Department's approved municipal operating budget. Any item in the excess of seven hundred fifty dollars (\$750) must be purchased with a purchase order. This purchase order is to be made out by the department head with a copy sent to the Town Manager within twenty-four (24) hours.
4. Purchases. Purchasing procedures are established based on the estimated dollar value of the goods or services to be procured:
 - a. Supplies or Services Estimated to Cost less than ten thousand dollars (\$10,000). may be handled by the Town Manager. The Town Manager

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

shall handle purchases under a quotation system. Under this system prices are solicited by the Town Manager from at least three vendors and the item or service is purchased from the supplier-vendor that the Town Manager recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. All quotations shall specify delivered prices, terms of payment and cash discounts if applicable. If oral quotations are accepted, the Town Manager shall make a record of the quotation including the person from whom the quote is received, and the date and time the quote is received.

—Supplies or Services Estimated to Cost

b. ~~Purchase or construction in excess of ten thousand dollars (More than \$10,000)~~ but Less than \$50,000. Department Head shall prepare written specifications as to quantity and quality required, the availability of bid packages or other details, and the date and time when bids must be received. Department Head shall seek written bids from at least three vendors, or such greater number of vendors included in the Vendor Book that customarily provide the applicable good or service. Specifications with bid sheet shall be posted to the "Public Bids and Notices" page on the Town of Hampden website, and posted on a bulletin board at the Town Office. The specifications will include the date and hour by which bids must be received in order to be considered. Bidders shall submit bids prior to the date and time specified for opening of bids; late bids shall not be accepted. After opening of all bids, the Department Head or Town Manager will prepare a recommendation regarding the most responsive bidder and report same to the Council's Finance Committee for review. The Finance Committee will report their recommendation to the full Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.

3-c. ~~Supplies or Services Estimated to Cost More than \$50,000. The Department Head or Town Manager shall prepare an Invitation for Bids describing the Town's requirements clearly, accurately and completely, but avoiding unnecessarily restrictive specifications or requirements that might unduly limit the number of bidders. will-The Invitation for Bids will be put out for bids with advertisement~~ in a newspaper of regional circulation, on the "Public Bids and Notices" page on the Town of Hampden website,

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

and posted on a bulletin board at the Town Office, at least ten calendar days prior to the time set for public opening of sealed bids. The Invitation for Bids and will specify the date and the hour of an official public bid opening by the Town Clerk at the Town Office. Bidders shall submit sealed bids prior to the date and time specified for opening of bids; late bids shall not be accepted. The advertisement will specify the date and the hour of the public opening. After opening of all bids, the Department Head or Town Manager will prepare a recommendation regarding the most responsive bidder and report same they will be turned over to the appropriate Council committee for review and said committee will report their recommendation to the Council's Finance Committee for review. The Finance Committee will report their recommendation to the full Town Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. All bid results will be posted to the Town of Hampden website within three business days after the purchasing is awarded.

5. Waiver.

a. Town Council Authorization. When unusual circumstances exist, purchases estimated to cost more than \$10,000 but less than \$50,000 exceeding ten thousand dollars (\$10,000) may be negotiated by use of the quotation-quotation system as provided in the above Article #2 4(a), and purchases estimated to cost more than \$50,000 may be negotiated by use of the bid solicitation system as provided in the above Article #4(b), each subject to the approval of the Town Council. "Unusual circumstances" include but are not confined to limited availability of the product or service within the area such as blacktop, tar, asphalt, salt, calcium chloride; a limited number of vendors providing a particular good or service; and short term rental of equipment. In its consideration of whether to authorize this manner of purchasing, the Town Council shall consider whether doing so would be reasonably expected to impair the Town's ability to secure the most advantageous purchasing terms.

4-b. Town Manager Authorization. The Town Manager may waive the requirements for formal bid solicitation as provided in the above Article #4(c), and may instead follow the procedures in Article #4(b), in cases of emergency or time constraints that would affect the Town's ability to perform mandated functions, provided that the Town Manager shall file a

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

full and complete statement of the reasons for waiving the formal bid solicitation process.

6. Cooperative Purchasing. The Town Manager may make cooperative purchases in conjunction with other governmental entities, without competitive bidding, if he/she determines the purchase is being made after competitive bidding by the cooperative entity or at terms more advantageous than the Town would be likely to obtain by competitive bidding.

7. Records Retention. The Department Head or the Town Manager shall keep a written record for all public purchases in the amount of \$10,000 or more, which shall include a record of all bids submitted, for six years following the purchase award. All written records shall be available for public inspection, except that proposals submitted in response to an Invitation for Bids remain confidential until the completion of the evaluations or until the time for acceptance specified in the Invitation for Bids, whichever is earlier.

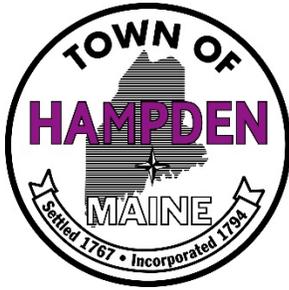
~~5.8.~~ Disposition of Town-owned equipment. In the event the Town or Department wishes to dispose of town-owned equipment with a value exceeding five thousand dollars (\$5,000) the Town Council will advertise for bids. Said advertisement shall state an official bid opening by the Town Clerk at the Town Office, specifying the date and hour of the public opening of same. After opening of all bids, they will be turned over to the appropriate Council committee for review and said committee will report their recommendation to the full Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. For town-owned equipment with a value of less than five thousand dollars (\$5,000), the Town Manager shall handle such sales under a quotation system. Under this system, values are solicited by the Town Manager and the item is sold to the buyer that the Town Manager recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. Equipment that is traded in as part of a separate but related equipment purchase shall not be required to undertake a separate bid process provided that the purchase that includes the trade-in is handled in accordance with these procedures.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING



Town of Hampden
Land & Building Services

Memorandum

To: Town Council
From: Karen M. Cullen, AICP, Town Planner *kmc*
Date: August 2, 2017
RE: Colonial Heights Phase 3 Conservation Easement

This item was before the Planning & Development Committee at the June 21 and July 19 meetings. The Committee voted 5/1 to recommend acceptance of the conservation easement by Town Council as submitted.

Staff review of the proposed easement indicates the amount of Town resources to fulfill the obligations under the easement should be minimal. It should be noted that the Grantor (Cushing Family Corp) has the primary responsibility for the enforcement of the easement, the Grantee (Town) has secondary responsibility, and the DEP has third party responsibility – meaning if both the Cushing Family Corp and the Town fail to enforce the terms of the easement, DEP can step in to enforce it.

CONSERVATION EASEMENT

RECITALS

BY THIS INDENTURE, made this _____, day of _____ 2017, by **The Cushing Family Corp** (hereinafter referred to as the “Grantor” which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor’s executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with address of PO Box 211, Hampden, Maine, is the owner in fee simple of certain real property located in the Town of Hampden, County of Penobscot, (hereinafter “Property”) more particularly bounded and described in deed recorded in the Penobscot County Registry of Deeds in Book 11966, Page 60.

and;

WHEREAS, the Grantor intends to grant a Conservation Easement over a portion of the Property more particularly bounded and described as follows:

[See Attachment A]

(hereinafter “Easement Area”); and

WHEREAS, the **Town of Hampden**, a municipality, having a principal place of business at (address), Maine (hereinafter referred to “Grantee” which word shall include all successors, assigns, agents and designees) has determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Easement Area as open space, in its natural state; and

WHEREAS, Grantor is willing, in consideration of the need to preserve the natural, scenic, aesthetic and special character of the property, desires to conserve and protect the property as a natural habitat for birds, wildlife, plants and similar ecosystems, the Grantor hereby grants in perpetuity to the Grantee, a conservation easement (hereinafter “Easement”) on the Property; and

WHEREAS, MRSA Title 33, §477 permits the creation of a conservation easement; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intention of the Grantor as stated herein, and to preserve and protect in perpetuity the conservation values of the Property;

WHEREAS the State of Maine by and through its Department of Environmental Protection (MDEP), (hereinafter referred to as the "Third Party") will receive Third Party Rights of Enforcement under this Easement

NOW THEREFORE, be it known that **The Cushing Family Corp**, does hereby grant, release and dedicate to the **Town of Hampden** a conservation easement in perpetuity over the Easement Area.

1. PURPOSE

The Easement is hereby granted exclusively for the following conservation purposes:

- a. To have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.

2. USE LIMITATIONS

Grantor intends that this Easement will confine the use of the Easement Area in perpetuity to such activities as are consistent with the purposes of this Easement. Except for the activities authorized by the foregoing easements, any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. The following limitations shall apply:

- a. The Easement Area shall not be subdivided and none of the individual tracts, which together comprise the Easement Area, shall be conveyed separately from one another.
- b. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, agricultural or forestry activities. Agricultural and forestry shall include animal husbandry, floricultural, horticultural activities, the production of plant and animal products for domestic or commercial purposes, the growing, stocking, cutting and sale of forest trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the property (e.g., maple syrup), except when associated with exempted activities.
- c. No structures, improvements or alterations, including but not limited to, a dwelling, any portion of a subsurface wastewater treatment and disposal system, mobile home, utility tower, or wireless communication facility shall be constructed, placed or introduced onto the Easement Area. The existing snowmobile trail structures including bridges crossing Reeds Brook are allowed to remain and be reconstructed as necessary to provide for trail use.
- d. No removal, filling, or other disturbances of soil nor any changes in the topography, surface or subsurface water systems, wetlands or natural habitats shall be allowed.
- e. No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be allowed on the Easement Area.
- f. The placement of signs, billboards or other advertising materials or structures of any kind is prohibited. Signs required for perimeter marking, trail directions and education are permitted.

- g. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances or changes in the natural habitat of the premises.
- h. There shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the property be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
- i. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-cars, all-terrain vehicles, or any other type of motorized vehicle upon the property. However, the use of snowmobiles on the existing snowmobile trail is permitted to continue, provided that the trail is inspected annually and maintained in a stable condition. Failure by the local snowmobile club to make required inspections and maintenance will result in suspension of use by the Grantee or Gantor.
- j. There shall be no storage or placement of equipment, natural or man-made materials or substances upon the premises.
- k. There shall be no dumping, burning, release, burial, injection, or disposal of any type of material on the Easement Area.
- l. Any other disturbances of the property are prohibited except for those activities explicitly authorized by the Compensatory Mitigation Plan for Permit No. NAE-2010-2114 issued by the Department of the Army, New England District, Army Corps of Engineers dated January 17, 2012 and referenced under Section 4. Reserved Rights.

3. EXCEPTIONS

The Grantor may, but is not obligated to enter upon the Property to conduct the following activities after written application and approval from the Grantee and any other local or state agencies for which approval is required. The Grantee is not obligated to undertake any of the described activities.

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality. Materials may be left on site if utilized for habitat management.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety, aesthetic quality, fire control, wildlife habitat and to manage & remove invasive species.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Grantee and MDEP.
- e. Maintain, repair and replace the snowmobile trail and structures.

- f. Construct paths not greater than 10' wide to provide for passive recreation and enjoyment of the conservation lands. The path shall be located with approval of the Grantee and MDEP and shall not exceed 10% of the land area.
- g. Motorized vehicles shall be permitted on the path and for exempted maintenance activities provided they do not damage the soil surface or quality of the protected area and only with approval of the Grantee and MDEP. Emergency, rescue, fire control and damage restoration vehicles may access any portion of the property, if required.

4. RESERVED RIGHTS

It is expressly understood and agreed that this Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Easement is created solely for the protection of the Property and Grantor reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Property for all purposes consistent with this Easement.

5. COMPLIANCE INSPECTION

The Grantor expressly authorizes the Grantee, its duly authorized designee or agent to enter upon the lands subject to this Easement for the purpose of determining compliance with the terms and conditions contained within this document.

6. MARKING OF PROPERTY

The perimeter of the Property shall at all times be plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area.

7. PROPERTY TRANSFERS

Grantor shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property. Failure to comply with this paragraph does not impair the validity or enforceability of this Easement:

NOTICE: This Property is Subject To a Conservation Easement recorded in the Penobscot County Registry of Deeds in Book _____, Page _____.

The Grantor shall provide a 60-day advance notification to the Grantee, MDEP and the Army Corps of Engineers pursuant to permit no. NAE-2010-2114, before any action is taken to void or modify this instrument, including transfer of title, or establishment of any other legal claims.

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has

among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

All notices, requests and other communication required or permitted to be given under this Easement shall be in writing and shall be delivered in hand or via Certified Mail, return receipt requested, to the appropriate address set forth in this Easement or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or mailed.

Said Grantor further covenants and agrees to provide a copy of the Conservation Easement by means of a notice by Certified Mail, return receipt requested, to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenants, successors, or assigns. Failure of said Grantor to provide such notice shall not constitute any waiver of the Grantee's rights herein.

10. BREACH OF EASEMENT

- a. If a breach of this Easement, or conduct by anyone inconsistent with this easement, comes to the attention of the Grantee, it shall notify the Grantor, in writing, of such breach of conduct, delivered in hand or by Certified Mail, return receipt requested.
- b. The Grantor shall, within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- c. If the Grantors fails to take such proper action under this preceding paragraph, the Grantee may, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs and legal fees, shall be paid by the Grantor.

- d. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damages to the property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Easement, the Grantee may pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantor or without waiting for the period provided to cure to expire.
- e. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- f. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair Grantee's rights or remedies or be construed as waiver.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. MERGER

The Grantor and Grantee agree that it is their express intent that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.

13. CONDEMNATION

- a. Whenever all or any part of the Easement Area is taken in exercise of eminent domain by a public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages from such taking, with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- b. The balance of the land damages recovered (including, for the purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the Grantor's and Grantee's interest

shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

- c. The Grantee shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.

GRANTOR hereby affirms that it is the sole owner of the property in fee simple and has the right to enter into this Conservation Easement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to this Easement.

THE GRANTEE, by accepting and recording this Easement, agrees, except as otherwise provided in this easement, to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

THE GRANTOR hereby grants to the **Maine Department of Environmental Protection**, Third Party, the same inspection and compliance rights as are granted to the Grantee under this easement. However the Parties hereto intend that the Grantor shall be primarily responsible for the enforcement of this easement, that the Grantee shall be secondarily responsible for the enforcement of this easement and that the Third Party will assume such responsibility only if the Grantor and/or Grantee shall fail to enforce it. If the Third Party shall determine that the Grantor and Grantee are failing in such enforcement, the Third Party may give notice of such failure to the Grantee and the Grantor, and if such failure is not corrected within a reasonable time thereafter, the Third Party may exercise, in its own name and for its own account, all the rights of compliance granted the Grantee under this Easement. The Third Party shall also have reasonable access to any and all records of the Grantee relevant to the Protected Property. Grantee shall not be responsible for any expenses, court costs or legal fees incurred by the Third Party.

IN WITNESS WHEREOF, The Cushing Family Corp has caused this instrument to be signed in its corporate name by Andre E. Cushing III, its President, hereunto duly authorized, this ____ day of _____, 2017.

WITNESS:

THE CUSHING FAMILY CORP

By: _____
Andre E. Cushing III
Its President
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

Then personally appeared the above-named Andre E. Cushing III and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Name:
Notary Public/Attorney-at-Law

The above and foregoing Conservation Easement was authorized to be accepted by the (Receiving Party), Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through _____, its _____, hereunto duly authorized, this ____ day of _____, 2017,

(Receiving Party)

By: _____
(Name)
Its (title)
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

Then personally appeared the above-named (Name) and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said (Receiving Party).

Before me,

Name:
Notary Public/Attorney-at-Law

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the above and foregoing Conservation Easement, pursuant to Title 33 M.R.S.A Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by Mark Bergeron, its Director of the Bureau of Land Resources, hereunto duly authorized and the said Michael Kuhns does hereby accept the foregoing Conservation Easement this _____ day of _____, 20__.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Its: Director, Bureau of Land Resources

EXHIBIT A

LEGAL DESCRIPTION

CONSERVATION EASEMENT PARCEL

COLONIAL HEIGHTS SUBDIVISION, PHASE 3

HAMPDEN, MAINE

A certain lot or parcel of land located southwesterly of Constitution Avenue in the Town of Hampden, County of Penobscot, State of Maine and being more particularly described as follows:

Beginning at the southeasterly corner Lot 68 as depicted on a plan entitled "Subdivision Plan of Colonial Heights: Phase 3" said plan is to be recorded at the Penobscot County Registry of Deeds;

Thence N 89° 41' 46" W by and along the southerly line of said Lot 68, 70 and 72 as depicted on a plan entitled "Subdivision Plan of Colonial Heights: Phase 3" said plan is to be recorded at the Penobscot County Registry of Deeds, a distance of 350.3 feet to a point on the southerly line of said Lot 72;

Thence S 63° 45' 16" W, a distance of 149.75 feet to an angle point;

Thence S 53° 27' 08" W, a distance of 109.67 feet to an angle point;

Thence S 68° 32' 46" W, a distance of 29.69 feet to an angle point;

Then S 35° 03' 31" W, a distance of 43.00 feet to an angle point;

Thence S 85° 05' 28" W, a distance of 46.12 feet to an angle point;

Then S 35° 01' 40" W, a distance of 67.30 feet to an angle point;

Thence N 87° 32' 35" W, a distance of 110.87 feet to an angle point;

Thence S 24° 40' 05" W, a distance of 17.85 feet to an angle point;

Thence S 60° 25' 53" W, a distance of 118.47 feet to an angle point;

Thence S 43° 51' 41" W, a distance of 99.27 feet to an angle point;

Thence S 16° 25' 54" W, a distance of 31.05 feet to an angle point;

Thence S 65° 50' 55" W, a distance of 49.75 feet to an angle point;

Thence S 52° 25' 53" W, a distance of 54.06 feet to an angle point;

Thence S 26° 33' 54" W, a distance of 50.78 feet to an angle point;

Thence S 77° 38' 43" W, a distance of 10.58 feet, more or less, to a point on the easterly line of land now or formerly of Stanley Smith as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 2381, Page 36;

Thence S 15° 47' 49" E by and along the easterly boundary of land of said Stanley Smith as described in the aforementioned deed, a distance of 163.25 feet, more or less, to a point on the northerly line of land now or formerly of John Daniel and Carla Lafayette as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 6251, Page 79;

Thence S 89° 23' 19" E by and along the northerly of land of said Lafayette as described in the aforementioned deed, a distance of 766.97 feet to an angle point in the line of land of said Lafayette;

Thence N 2° 23' 19" W by and along the westerly of land of said Lafayette as described in the aforementioned deed, a distance of 203.94 feet to an angle point in the line of land of said Lafayette;

Thence S 80° 23' 19" E by and along the northerly of land of said Lafayette as described in the aforementioned deed, a distance of 330.00 feet to the southwesterly corner of land now or formerly of the Town of Hampden as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 5785, Page 263;

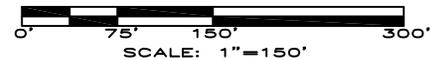
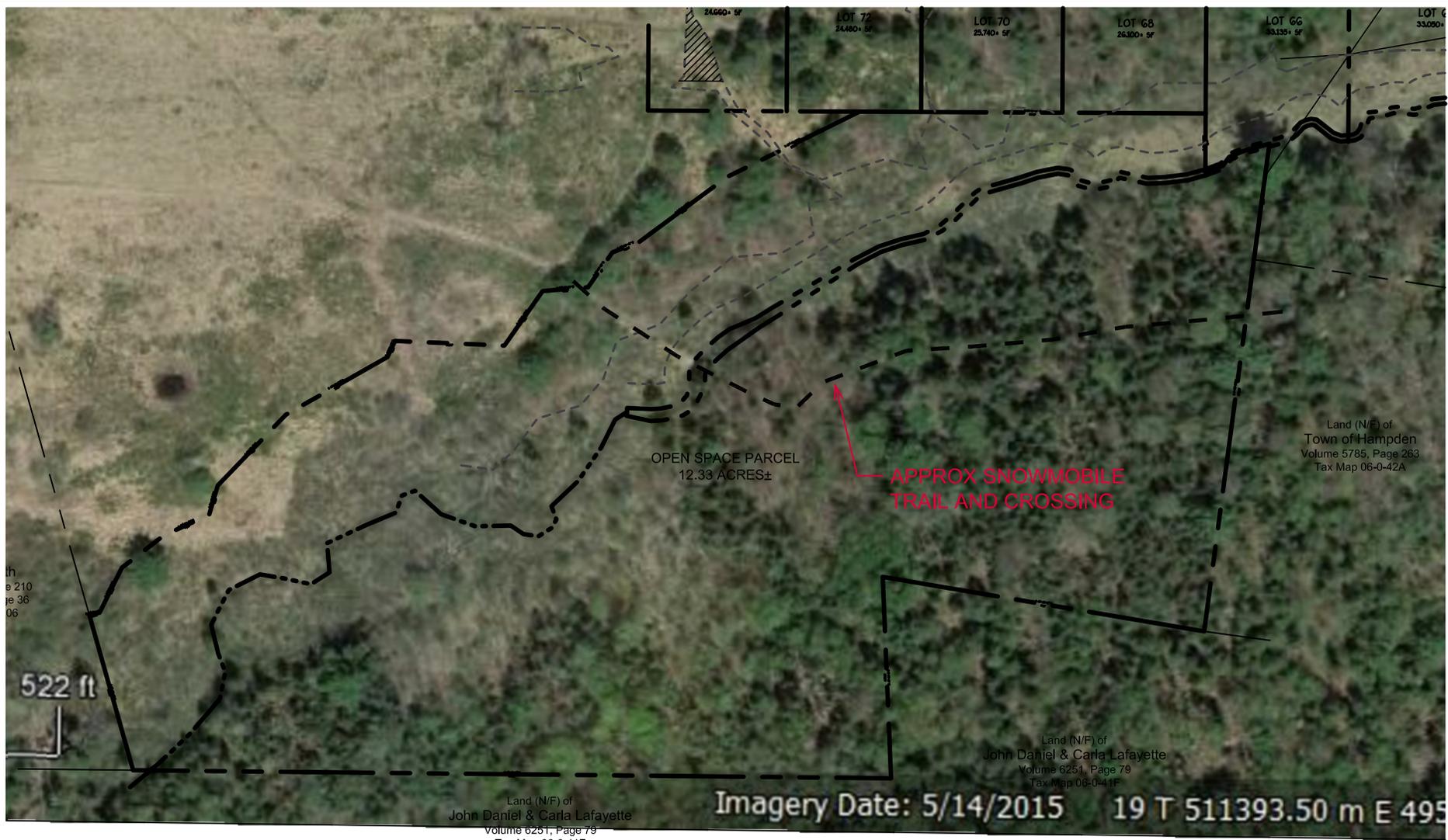
Thence N 7° 36' 50" E by and along the westerly line of land of the said Town of Hampden as described in the aforementioned deed, a distance of 379.32 feet to the southwesterly corner of other land of the Town of Hampden as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10254, Page 7;

Thence continuing on the same course, N 7° 36' 50" E by and along the westerly line of land of the said Town of Hampden as described in the aforementioned deed, a distance of 118 feet, more or less, to the thread of Reeds Brook, so called;

Thence running in a southwesterly direction by and along the thread of said Reeds Brook, a distance of 73 feet, more or less, to a point defined by the intersection of the thread of Reeds Brook with the westerly line of Lot 66;

Thence N 0° 18' 14" E by and along the westerly line of said Lot 66, a distance of 60 feet, more or less, to the point of beginning.

The above described lot or parcel of land contains 12.33 acres, more or less, and is a portion of the premises described in a deed from Walter Laqualia et al to The Cushing Family Corporation, dated October 30, 2009 and recorded at the Penobscot County Registry of Deeds in Volume 11966, Page 60.



CONSERVATION LAND PLAN
 COLONIAL HEIGHTS: PHASE 3

CONSTITUTION AVE; HAMPDEN, MAINE

FOR:
 CUSHING FAMILY CORP
 PO BOX 211; HAMPDEN, ME 04444



12 JUN 17



ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700

D-5-f



Paula Scott <clerk@hampdenmaine.gov>

Funding Request from Hampden Children's Day

2 messages

Janet Hughes <jhughes@hughesbrosinc.com>
To: "clerk@hampdenmaine.gov" <clerk@hampdenmaine.gov>
Cc: "Hampden Recreation Dept." <recreation@hampdenmaine.gov>

Thu, Jul 6, 2017 at 8:42 AM

Paula,

Hampden Children's Day is scheduled for August 12, 2017. The Town has historically covered the event insurance, and last year it was discovered that there was gaps in the coverage through the Town. Since the Hampden Children's Day is a separate entity, then the Town cannot provide that coverage. Last year Hampden Children's Day requested coverage and the Town Council approved that request in terms of reimbursement. The Town funded \$781.77 to The Rowley Agency. The Hampden Children's Day requests funding from the Town to cover the insurance in 2017. It is anticipated that the cost will be same again this year and Hampden Children's Day requests funding from the Town in an amount not to exceed \$800.

Your continued support is appreciated by the Hampden Children's Day. This marks the Town's 38th event.

Thank you,

Janet Hughes

Paula Scott <clerk@hampdenmaine.gov>
To: Janet Hughes <jhughes@hughesbrosinc.com>
Cc: Shelley Abbott <recreation@hampdenmaine.gov>

Thu, Jul 6, 2017 at 8:47 AM

Thank you Janet!

Paula A. Scott, CCM
Town Clerk
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067
[Quoted text hidden]

Current Account Status

G 1-351-00 GENERAL FUND / HCB Revenue

-503,522.60 = Beg Bal 0.00 = YTD Net -503,522.60 = Balance
 0.00 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
Totals-							0.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
Totals	0.00	0.00	0.00	0.00



Search



Angus

Home



Samuel L. Cannon ▸ **Hampden Business Association**

1 hr · 🌐

Hello I am a former Commander (2X) for Hampden VFW and a member for 17 years. We have been an active post for over 50 years where we have raised a large amount of money over these years and given most back into the local community through our many fund raisers. These fund raisers include, Hunter's Breakfast, Mother's Day Breakfast, Poppy Drives twice a year, Heroes N Hotrod and Hampden Children's Day. All these activities help us to raise money for scholarships for HS graduates, local Veterans in need and the three mandatory ceremonies we put on annually, also for the annual Senior Citizens of Hampden Christmas Party.

Recently we have been told by the Hampden Children's Day Committee that Whitcomb-Baker Post 4633 (Hampden VFW), would no longer be able to participate in the annual festivities due to we take money from the committee when selling our food. This is ironic since the founding members of the Hampden Children's Day were all from the Whitcomb-Baker Post 40 plus years ago. My understanding from many of my Comrades who since have passed away, stated that the post donated 25 acres to the town of Hampden many years ago so that Hampden children's would have ball parks, basketball courts, tennis courts, etc. Yet the Children's Day Committee decides our participation. This is heart breaking and a disgrace to our Veteran Community. I am asking that the town council, and Mayor investigate this and pressure the committee to reconsider their action as well as apologize to our Veterans who love our little town and especially the children that we support through our non-profit fund raising.

My next step would be to address the local media as well as legally picket during the festival with my veteran comrades



Like



Comment



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Message



Write a comment...



Press Enter to post

D-5-g



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

August 1, 2017

To: Angus Jennings
From: Sean Currier
Subject: Floor Receptacle Repairs – Municipal Building

It was brought to my attention by staff, that the existing receptacles on the floor in the Town Office are a tripping hazard and have been kicked due to placement, causing the electric to arc. This is a tripping and fire hazard and should be rectified immediately.

We have received a "not to exceed" price from Hampden Electric to replace the existing receptacles with a recessed version.

I would like to recommend that we allocate funds from the Municipal Building Reserve account 3-702-00, in the amount not to exceed \$1,500.00, to Hampden Electric for the repairs.

Thank you for your consideration.
Sean Currier

Enclosed: Hampden Electric quote.





337 Perry Rd. Suite #1. Bangor, ME 04401
Phone: (207) 942-6255 Fax: (207) 942-5498

August 1, 2017

Hampden Public Works
Attn: Mr. Sean Currier
106 Western Ave.
Hampden, ME 04444

RE: Municipal Building – Add 2 Floor Boxes to Registration Area

Sean,

Please accept our Not To Exceed (NTE) proposal for the amount of **\$1,500.00** to perform the electrical scope of work for the above referenced project.

Our proposal Includes

- Furnish Quantity of (2) Pass & Seymour RC7ATCBK Combination Receptacle & Data Flush Floor Boxes.
- Includes 16 hours of labor (2 Electricians 1 Day) to remove existing circuit from existing floor boxes to below location (approximately gym/storage room area). Remove and discontinue 2 existing phone lines.
- Utilize core drill to core drill the floor behind reception desk to box will sit flush with floor.
- Re-Route the existing floor box circuit to the new boxes once install in the existing locations.
- Leave the boxes in a manner to which Kyle can route future data cables to these boxes to eliminate all cords across the floor.
- We will provide this work on a pre-determined Friday when the town office is closed and cleanup and be done within a 1 day time frame.

Our proposal Excludes:

- State of Maine Sales Tax.
- Night or weekend work.
- Patching of the floor or carpet tiles where 2 of the existing floor boxes have been removed and will not be replaced.
- Data Work – It is the intention of this proposal that the Town of Hampden will self-perform their own data cabling and terminations. If the town would like help with this I would be happy to assist in any way necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher R. Carson", with a long horizontal flourish extending to the right.

Christopher R. Carson

Current Account Status

G 3-702-00 RESERVE ACCT / MUNIC BLD

-24,762.89 = Beg Bal 0.00 = YTD Net -24,762.89 = Balance
 0.00 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
Totals-							0.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
Totals	0.00	0.00	0.00	0.00