



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 3RD, 2016

7:00 P.M.

• **6:00 pm – Finance & Administration Committee Meeting**

A. PLEDGE OF ALLEGIANCE

B. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

a. September 19th, 2016 Council Meeting minutes

3. COMMUNICATIONS

- a. Notification of Outdoor Wood-Fired Boiler renewal applications
- b. Notification to Town Council and Tax Assessor of the Proposed 2017 State Valuation
- c. Correspondence to Council from Keith Bourgoin regarding proposed recreation fields and pool site parking improvements
- d. Correspondence to Council from Charlie & Nancy Hamilton regarding proposed recreation fields and pool site parking improvements
- e. Hampden Town Council Rules

4. REPORTS

- a. Planning & Development Committee Minutes – September 7th, 2016
- b. Finance & Administration Minutes – September 8th, 2016
- c. Infrastructure Committee Minutes – None
- d. Services Committee Minutes – None

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

AGENDA

C. PUBLIC COMMENTS

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS - None

2. PUBLIC HEARINGS

- a. For consideration of the proposed Zoning Ordinance Amendment to Section 4.8.14 Off-Premise Signs – referred by Council on September 19th, 2016
- b. For consideration of the proposed Zoning Ordinance Amendment to Section 5.3.1 Building Permits – referred by Council on September 19th, 2016

3. NOMINATIONS – APPOINTMENTS – ELECTIONS –

- a. Nomination of Councilor McPike to the MRC Board of Directors – referral from Finance & Administration Committee

4. UNFINISHED BUSINESS

5. NEW BUSINESS

- a. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance- requested by Councilor McAvoy
- b. Consideration of request for authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the purpose of additional recreational fields and parking – referral from Services Committee and Finance & Administration Committee
- c. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance- requested by Councilor McAvoy
- d. Request for authorization to use Recreation Area reserve funds, (account 3-767-00), for the purpose of site work for additional recreational fields (up to \$50,000) and wetlands delineation and DEP

AGENDA

permitting for additional parking (up to \$30,000), both at the Lura Hoit Pool site – referral from Finance & Administration Committee

- e. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance- requested by Councilor McAvoy
- f. Request for Council waiver of the bid procedure guidelines for authorized activities at the Lura Hoit Pool site – referral from Finance & Administration Committee.
- g. Council review and approval of proposed FY17 Service Charges – Recommended by Kelly Karter, Tax Assessor
- h. Consideration of proposed Council Order 2016-03 establishing Confined Space Entry Policy – recommended by DPW Director Carrier
- i. Consideration of the proposed Business Park TIF professional fee reimbursement agreement – referral from Planning & Development Committee

e. COMMITTEE REPORTS

f. MANAGER'S REPORT

g. COUNCILORS' COMMENTS

h. ADJOURNMENT

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SEPTEMBER 19TH, 2016

MINUTES
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- d. Notification and Press Release announcing the receipt of a dividend payment in the amount of \$8,281.00 from the MMA Workers Compensation Fund
- e. Edythe L. Dyer Community Library Board of Trustees meeting packet and financial statement from September 14th meeting
- f. Hampden Recreation Committee meeting minutes and agenda from September 1st meeting

4. REPORTS

- a. Planning & Development Committee Minutes – August 17th, 2016
- b. Finance & Administration Minutes – August 15th, 2016
- c. Infrastructure Committee Minutes – None
- d. Services Committee Minutes – None

C. PUBLIC COMMENTS - *None*

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS - *None*

2. PUBLIC HEARINGS – *None*

3. NOMINATIONS – APPOINTMENTS – ELECTIONS –

a. Signing of the Warrant for Municipal Election to be held November 8th, 2016 – ***Manager Jennings explained that the warrant includes the two candidates for the RSU 22 Board and the one candidate for the Water District Board; as well as the three referendum articles. This is just a procedural step. A motion was made by Councilor Marble, seconded by Councilor Sirois to sign the Warrant for the November 8th Municipal Warrant. Unanimous vote in favor.***

b. Appointment of Cynthia Gardella to the Dyer Library Board of Trustees – referral from Finance/Administration Committee – ***Councilor Sirois reported that Cynthia Gardella spoke to the Finance Committee regarding her interest to be on the Dyer Library Board. She has been a long time user and supporter of the Library, interested in expanding programs for pre-teens. Councilor Marble made a motion, seconded by Councilor Sirois to appoint Cynthia Gardella to the Dyer Library Board. Unanimous vote in favor.***

c. Ratification of Environmental Trust Committee Appointment of Ken White to the Environmental Trust Committee as the Neutral Member – referral from Finance/Administration Committee – ***Councilor Sirois explained that the appointment was considered in Finance Committee with a positive recommendation. Councilor McPike made a motion, seconded by Councilor Marble to appoint Ken White as the neutral member of the Environmental Trust Committee. Unanimous vote in favor.***

d. MRC Board of Directors Election – Candidate nomination form – referral from Finance/Administration Committee – ***Councilor Sirois reported that this was discussed in Finance Committee. Councilor McPike is the potential nominee, however, Councilors will be setting this aside in order to seek a legal opinion as to whether or not this would cause a conflict. This will be placed on the agenda for the next council meeting.***

e. Designation of Manager Jennings as the voting delegate for the Town of Hampden at the Maine Municipal Association Annual Business meeting – referral from Finance/Administration Committee – ***Councilor Sirois reported that this was discussed in Finance Committee with a positive recommendation. Councilor Marble made a motion, seconded by Councilor Wilde to designate Manager Jennings as the voting delegate for Hampden at MMA's annual business meeting. Unanimous vote in favor.***

4. UNFINISHED BUSINESS - *None*

5. NEW BUSINESS – ***At this time, Mayor Ryder recognized the Town Clerk who presented information regarding consolidating ballot content for the local bond questions on the November 8th ballot. ESS representatives contacted the Clerk upon receipt of the ballot content emailed on Sept. 9th and stated that the consolidation of the ballots would save the town money and voters time at the polls. As a matter of course, the Clerk had researched the number of voters who cast ballots in the last General (presidential) Election. At that time, voter turnout was 78% and is expected to be higher at this General Election. By consolidating the ballot and keeping the Treasurer's statement separate, it would save voters 2.5 seconds of voting time. Basing that on turn-out, it equates to approximately 3 hours time saved for voters over the course of the day. According to literature provided by ESS, monetary savings are approximately \$2.00 per voter which would help keep the budget in line. The Clerk stated that just as the State of Maine does, the financial information***

can be provided to every voter who requests an absentee ballot, posted with the notice of election and hung with all of the other election material and information at the polls. Councilor McPike made a motion, seconded by Councilor Sirois to consolidate ballot content. Unanimous vote in favor.

- a. Request for authorization to use Matching Grant Reserve funds in the amount of \$571.66 as the Town's share of an MMA Safety Grant award of \$1,142.41 for the purchase of a ballistic shield – referral from Finance/Administration Committee – ***This was discussed in Finance Committee and recommended to Council to approve. Councilor McPike made a motion, seconded by Councilor Marble to authorize the use of Matching Grant Reserve Funds in the amount of \$571.66 for the Town's share of a safety grant. Unanimous vote in favor.***
- b. Request for referral to Public Hearing the Proposed Zoning Ordinance Amendments to Section 4.8.1, Off-Premise Signs and Section 5.3.1, Building Permits – recommended by the Planning Board. – ***Councilor McPike made a motion, seconded by Councilor Marble to refer the proposed Zoning Ordinance amendments to Public Hearing. Unanimous vote in favor.***
- c. Consideration of request for authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the purpose of additional recreational fields and parking – referral from Services Committee and Finance/Administration Committee – ***Mayor Ryder noted that this was on the agenda for Finance Committee but after discussion, there was no vote taken. Furthermore, Councilor McAvoy has requested that this item be reconsidered at the next Council meeting to be held on October 3rd.***
- d. Request for authorization to use Recreation Area reserve funds, (account number 3-767-00), for the purpose of site work for additional recreational fields (up to \$50,000) and wetlands delineation and DEP permitting for additional parking (up to \$50,000), (corrected to \$30,000) both at the Lura Hoit Pool site – referral from Finance/Administration Committee – ***Mayor Ryder noted for the public that the second amount stated on the agenda should have been \$30,000.00 and stated that this did not get discussed in Finance & Administration Committee so there will be no action on this item. A member of the public, Paul Phelps, approached the podium and asked why this was put off. Mayor Ryder deferred to Councilor McAvoy who stated that in the interest of transparency he felt like more information should be given to the***

public; there should be more numbers. Councilor Marble made a motion, seconded by Councilor Sirois to authorize use of Recreation Area reserve funds up to \$50,000.00 for site work for additional recreation fields and up to \$30,000.00 for wetlands delineation, permitting and parking. Discussion followed regarding procedure in light of no discussion in committee and whether to vote on it would be in order. The clerk suggested a motion to table to a date certain could be in order. Councilor Marble amended his motion to table this item until the next meeting. Amended motion was seconded by Councilor Wilde. Unanimous vote in favor.

e. Request for Council waiver of the bid procedure guidelines for authorized activities at the Lura Hoit Pool site – referral from Finance/Administration Committee – *Councilor Marble made a motion, seconded by Councilor Wilde, to table this item until the next meeting. Unanimous vote in favor.*

f. Acceptance of the proposed amendments to the Town Council Rules – referral from Finance/Administration Committee – *Councilor Marble made a motion, seconded by Councilor McPike to accept the proposed amendment to the Council Rules as written. Unanimous vote in favor. Janet Hughes approached the podium to discuss item F and Mayor Ryder clarified that this had been tabled and will be up for consideration at next meeting.*

e. COMMITTEE REPORTS –

Services Committee: Councilor McAvoy reported that at the last meeting, affiliated recreation programs were discussed especially regarding cost sharing for the maintenance of the fields. Another item was the topic of the recreation fields which were discussed and tabled tonight.

Infrastructure Committee: Councilor Marble reported that there has not been a meeting since the last Council meeting and that this month's meeting is rescheduled to October 12th in order that DPW Director Currier be in attendance.

Planning & Development: Councilor McPike reported that this committee has not met since 9/8 but there is one on Wednesday night.

Finance & Administration: Councilor Sirois reported that Council has already discussed items from tonight's F & A meeting, some of which will be reconsidered or tabled. He recapped the appointments of Cynthia Gardella and Ken White and noted that the tax valuation report on the recreation buildings was presented by the Tax Assessor on the request of Councilor McAvoy.

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SEPTEMBER 19TH, 2016

MINUTES
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- f. **MANAGER'S REPORT – *Manager Jennings stated he had nothing specific to report.***
- g. **COUNCILORS' COMMENTS –**
Councilor McAvoy: Reminded everyone to shop local and buy American
Councilor Cormier: No comment
Councilor Marble: Thanked the members of the public in attendance for coming.
Councilor Wilde: No comment
Councilor McPike: No comment
Councilor Sirois: No comment
Mayor Ryder: Thanked the public for coming out and apologized that items had to be postponed when it may be inevitable, but that is the right of Councilor McAvoy and he respects that right. He stated that he is in support of increasing field space and parking space at the recreation fields and the pool and that the town has looked this way for many years and hopes that they will come out and take part again.
- h. **ADJOURNMENT – *At 7:28 p.m., Councilor Sirois made a motion to adjourn, seconded by Councilor McPike. Unanimous vote in favor.***

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk



B-3-a

TOWN OF HAMPDEN OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

SEP 20 2016 INSPECTION REQUIRED

SEP 13 2016

Office of the
Town Clerk

Application Date: _____ Code Enforcement Office

Property Information:

Property Owner's Name: Richard A. Golding

Phone #: 852-3540

Street Address: 156 Mayo Rd.

Mailing Address: Same

If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.

Last license issued: 10/05/2015

Zoning District: Res B (not permitted in Resource Protection District)

Lot Size: 3.5 Acres Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: 30 feet (150 ft. min.)

Distance to Nearest Residential Structure: 240 feet (200 ft. min.)

Assessor's Tax Map: 30 and Lot: 26

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.
 2. Please include installation instructions provided by Manufacturer.
- I have received a copy of the *Town of Hampden Fire Prevention Code*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.
 - I have received a copy of the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.
 - I have received a copy of DEP *Chapter 150: Control of Emissions From Outdoor Wood Boilers*
QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*. I also acknowledge my responsibility to renew my license annually.

Owner Signature: Richard A. Golding Date 9-13-16

Code Enforcement Officer Action: Approved Denied Date: 9/22/16

CEO Signature: [Signature] Date: 9/22/16

***This License Expires:** 10/05/17
Date

APPROVED



TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: _____

Property Information:

Property Owner's Name: Gary Thibodeau

Phone #: 862-6853

Street Address: 665 Western Ave.

Mailing Address: Same

If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.

Last license issued: 10/05/2015

Zoning District: _____ (not permitted in Resource Protection District)

Lot Size: _____ Acres _____ Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: _____ feet (150 ft. min.)

Distance to Nearest Residential Structure: _____ feet (200 ft. min.)

Assessor's Tax Map: 8 and Lot: 14

- Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.
 - Please include installation instructions provided by Manufacturer.
- I have received a copy of the *Town of Hampden Fire Prevention Code*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.
 - I have received a copy of the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.
 - I have received a copy of DEP *Chapter 150: Control of Emissions From Outdoor Wood Boilers*
QUESTIONS: PLEASE CALL DEP: 287-2437

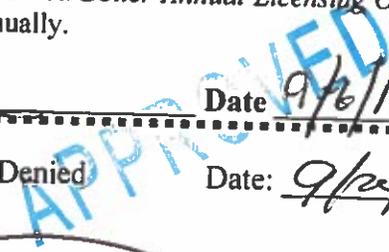
I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*. I also acknowledge my responsibility to renew my license annually.

Owner Signature: Gary Thibodeau Date: 9/16/16

Code Enforcement Officer Action: Approved Denied Date: 9/22/16

CEO Signature: [Signature] Date: 9/22/16

**This License Expires:* 10/05/17
Date





TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL RECEIVED LICENSE APPLICATION

SEP 20 2016 INSPECTION REQUIRED

Application Date: _____ Code Enforcement Office

Property Information:

Property Owner's Name: Rodney Stanhope

Phone #: 862-3463

Street Address: 540 Western Avenue

Mailing Address: Same

If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.

Last license issued: 10/05/2015

Zoning District: Rural (not permitted in Resource Protection District)

Lot Size: 40 Acres Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: 143 feet (150 ft. min.)

Distance to Nearest Residential Structure: 1000 feet (200 ft. min.)

Assessor's Tax Map: 8 and Lot: 26

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.
 2. Please include installation instructions provided by Manufacturer.
- I have received a copy of the *Town of Hampden Fire Prevention Code*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.
 - I have received a copy of the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.
 - I have received a copy of DEP *Chapter 150: Control of Emissions From Outdoor Wood Boilers*
QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*. I also acknowledge my responsibility to renew my license annually.

Owner Signature: Rodney Stanhope Date: 8/19/16

Code Enforcement Officer Action: Approved Denied Date: 9/22/16

CEO Signature: [Signature] Date: 9/22/16

APPROVED
*This License Expires: 10/05/17
Date



Town of Hampden
RECEIVED

SEP 22 2016

Code Enforcement
Office

TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: _____

Property Information:

Property Owner's Name: Douglas & April Stanhope

Phone #: 745-2132

Street Address: 560 Western Ave.

Mailing Address: Same

If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.

Last license issued: 10/05/2015

Zoning District: _____ (not permitted in Resource Protection District)

Lot Size: _____ Acres _____ Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: _____ feet (150 ft. min.)

Distance to Nearest Residential Structure: _____ feet (200 ft. min.)

Assessor's Tax Map: 8 and Lot: 26-B

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.
 2. Please include installation instructions provided by Manufacturer.
- I have received a copy of the *Town of Hampden Fire Prevention Code*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.
 - I have received a copy of the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.
 - I have received a copy of DEP *Chapter 150: Control of Emissions From Outdoor Wood Boilers*
QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*. I also acknowledge my responsibility to renew my license annually.

Owner Signature: *Douglas Stanhope* Date 09/12/16

Code Enforcement Officer Action: Approved Denied Date: 9/27/16

CEO Signature: *Nyles* Date: 9/27/16

*This License Expires: _____ Date



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
MAINE REVENUE SERVICES
PROPERTY TAX DIVISION
PO Box 9106
AUGUSTA, MAINE
04332-9106

ADMINISTRATIVE & FINANCIAL SERVICES

RICHARD W. ROSEN
COMMISSIONER

MAINE REVENUE SERVICES

JEROME D. GERARD
EXECUTIVE DIRECTOR

September 2016

RECEIVED

SEP 26 2016

Municipal Assessors and Chairman of Board of Selectmen:

RE: Proposed 2017 State Valuation

TOWN OF HAMPDEN ASSESSING DEPT.

Pursuant to 36 M.R.S.A. §208, notice of the proposed 2017 State Valuation of municipalities located in your county is given as shown on the enclosed list. These valuations represent the full equalized value of all taxable property in each municipality as of April 1, 2015 while incorporating sales data primarily from 2014 and 2015.

The valuations listed may be subject to review by the State Board of Property Tax Review pursuant to 36 M.R.S.A., §272. The valuations finally certified to the Secretary of State pursuant to 36 M.R.S.A., §305 shall be used for all computations required by law to be based upon the State Valuation with respect to municipalities.

State Board duties and powers along with the municipal appeal procedures are outlined below.

STATE BOARD OF PROPERTY TAX REVIEW

In accordance with 36 M.R.S.A. §272, the State Board of Property Tax Review shall hear appeals by any municipality aggrieved by the Bureau of Revenue Services' determination of equalized valuation or minimum assessing standards and render its decision based upon the recorded evidence.

Any municipality deeming itself aggrieved shall file a written notice of appeal with the State Board of Property Tax Review within 45 days of its receipt of notification of the Bureau of Revenue Services' decision. The appeal to the Board shall be in writing signed by a majority of the municipal officers and shall be accompanied by an affidavit stating the grounds for appeal. The affidavit must include the municipal officers' sworn statement of the specific grounds for their appeal and bear the officials signatures which must be notarized.

With respect to the affidavit, the Board's Rule 4B Municipal Appeals (2) reads as follows: "The appealing municipality must file with its notice of appeal an affidavit of the municipal officers stating the grounds for the appeal. The affidavit must be meaningful and specific. A mere statement that the state valuation is too high is not sufficient. If a municipality intends to compare its state valuation to neighboring towns or cities, the municipality should list those municipalities in the affidavit. In appeals from assessment quality and ratio decisions of the Bureau of Revenue Services, the municipality must set forth in specific terms the basis for the challenge to the determination." A copy of the appeal and affidavit shall be served on the Bureau of Revenue Services. The Bureau shall have the burden of proving that its determination is correct with respect to that municipality.

The Board shall hear the appeal within a reasonable time of the filing of the appeal by the municipality and shall render its decision no later than January 15th following the date on which the appeal is taken.

B-3-b

The Board shall order notice of hearing and give at least 5 days notice prior to hearing thereof to the municipality and to the Bureau of Revenue Services.

The Board, after hearing, shall have the power to:

1. Raise, lower or sustain the state valuation as determined by the Bureau of Revenue Services with respect to the municipality which has filed the appeal; the decision of the Board shall be final; the valuation thus determined shall be certified to the Bureau of Revenue Services which shall, if necessary incorporate the decision of the valuation certified pursuant to Section 305, subsection 1.
2. Raise, lower or sustain the Bureau of Revenue Services' determination of the municipality's achieved assessing standards and then, if such achieved standards were inadequate under the provisions of this chapter and upon receiving from both the Bureau and the municipality recommended solutions to the inaccurate assessing practices, order the municipality to take the corrective steps the Board deems necessary.

Any party aggrieved by the decision of the Board may appeal pursuant to Rule 80B of the Maine Rules of Civil Procedure. The valuation thus determined shall be certified to the State Tax Assessor who shall, if necessary, incorporate the decision in the valuation certified pursuant to Section 305, Subsection 1.

In the event a municipality's appeal to the Superior or Supreme Judicial Court results in a lowering of the municipality's state valuation, the Treasurer of State shall reimburse with funds appropriated from the General Fund, an amount equal to money lost by the municipality, due to the use by the State of an incorrect state valuation in any statutory formula used to distribute state funds to municipalities.

The Board shall have the power to administer oaths, take testimony, hold hearings, summon such witnesses and subpoena such records, files and documents as it deems necessary for the proper hearing and disposal of the appeal.

The Board shall have the power to promulgate rules and regulations governing procedure before it. The mailing address of the Board is: **State Board of Property Tax Review, 49 State House Station Augusta, ME 04333.**

Any questions concerning the events and determination of the Proposed 2017 State Valuation should be directed to the Property Tax Division at 624-5600 ext. #1.

Very truly yours,



Mike Rogers
Supervisor, Municipal Services
Property Tax Division

MR:lt
Enclosure

PENOBSCOT COUNTY

**MAINE REVENUE SERVICES
PROPERTY TAX DIVISION**

PROPOSED 2017 STATE VALUATION

MUNICIPALITY

STATE VALUATION

ALTON	\$41,900,000
BANGOR	\$2,554,550,000
BRADFORD	\$64,800,000
BRADLEY	\$111,700,000
BREWER	\$718,900,000
BURLINGTON	\$37,300,000
CARMEL	\$175,500,000
CARROLL PLANTATION	\$23,950,000
CHARLESTON	\$67,300,000
CHESTER	\$80,000,000
CLIFTON	\$73,950,000
CORINNA	\$111,400,000
CORINTH	\$145,150,000
DEXTER	\$217,600,000
DIXMONT	\$87,250,000
DREW PLANTATION	\$4,900,000
EAST MILLINOCKET	\$66,800,000
EDDINGTON	\$170,550,000
EDINBURG	\$8,800,000
ENFIELD	\$152,300,000
ETNA	\$70,550,000
EXETER	\$62,800,000
GARLAND	\$50,500,000
GLENBURN	\$283,900,000
GREENBUSH	\$57,900,000
HAMPDEN	\$630,500,000
HERMON	\$491,900,000
HOLDEN	\$286,350,000
HOWLAND	\$57,800,000
HUDSON	\$97,650,000
KENDUSKEAG	\$76,950,000
LAGRANGE	\$30,200,000
LAKEVILLE	\$68,600,000
LEE	\$57,400,000

RECEIVED

SEP 25 2016

TOWN OF HAMPDEN ASSESSING DEPT

PENOBSCOT COUNTY

**MAINE REVENUE SERVICES
PROPERTY TAX DIVISION**

PROPOSED 2017 STATE VALUATION

MUNICIPALITY	STATE VALUATION
LEVANT	\$159,400,000
LINCOLN	\$294,800,000
LOWELL	\$46,800,000
MATTAWAMKEAG	\$41,650,000
MAXFIELD	\$8,050,000
MEDWAY	\$60,800,000
MILFORD	\$178,350,000
MILLINOCKET	\$165,850,000
MOUNT CHASE	\$36,300,000
NEWBURGH	\$104,450,000
NEWPORT	\$277,050,000
OLD TOWN	\$473,700,000
ORONO	\$425,500,000
ORRINGTON	\$356,350,000
PASSADUMKEAG	\$20,100,000
PATTEN	\$39,150,000
PLYMOUTH	\$77,800,000
SEBOEIS PLANTATION	\$11,250,000
SPRINGFIELD	\$17,800,000
STACYVILLE	\$18,600,000
STETSON	\$90,300,000
VEAZIE	\$231,200,000
WEBSTER PLANTATION	\$7,250,000
WINN	\$21,150,000
WOODVILLE	\$22,050,000
PENOBSCOT NATION	\$9,050,000
UNORGANIZED TERRITORY	\$332,750,000
TOTAL	\$10,765,100,000



Angus Jennings <townmanager@hampdenmaine.gov>

Robo Call

1 message

Keith Bourgoin <kbourgoin@heccpa.com>

Fri, Sep 23, 2016 at 3:58 PM

To: "mcavoytowncouncil@hampdenmaine.gov" <mcavoytowncouncil@hampdenmaine.gov>, Nichole Kelley-Sirois <nicholeks@icloud.com>, Kate Airey <airey.kate@gmail.com>, Hope <epoh82@aol.com>

Cc: Angus Jennings <townmanager@hampdenmaine.gov>

Mr. Mcavoy

My name is Keith Bourgoin and I live in District three at 46 Hughes Blvd and I am currently the Treasurer for Bronco Travel Soccer Club in Hampden. I am amazed that your phone call to my home call stated \$100,000 of dollars for **SOCCER FIELDS**.

My thought would be with you being on the services committee and the council that you would know by now that this PROPOSED project is not for just **SOCCER FIELDS** it is for additional parking, additional athletic fields (meaning Football, Baseball, Lacross, Softball, Field Hockey etc. etc.) and recreational areas.

Your Robo call in my opinion will be and is extremely misleading to the taxpayers of Hampden with the insinuation that 10 acres of land will be used for **SOCCER FIELDS** only.

Therefore, on the basis of factual comments, consideration should be taken on your part to correct this comment publicly as soon as possible.

Keith P. Bourgoin, CPA

Haverlock, Estey & Curran

8 Commerce Court

Hampden, ME 04444

Tel (207) 945-5695

Fax (207) 945-5118

kbourgoin@heccpa.com

To Send a File Securely [CLICK HERE](#)

Charles and Nancy Hamilton

3 Dewey Street
Hampden Maine 04444
Tel 207 862 5748

**Town of Hampden
RECEIVED**

SEP 26 2016

**Office of the
Town Manager**

September 24 2016

TOWN OF HAMPDEN

Town Council

106 Western Avenue
Hampden Maine 04444

RE: New soccer field

Dear Council:

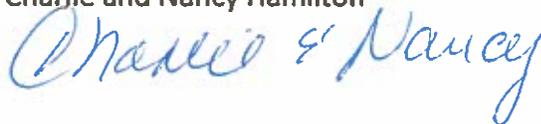
It is our understanding that the town council has determined that Hampden is in the need of a new soccer field. Keeping in mind that the taxpayers have just recently received an increase in their taxes, Hampden's roads certainly could use some repairs, and those taxpayers on town sewage are now paying twice as much for the service, we don't see the need for this capital improvement at this time.

We were unaware that Hampden had soccer teams. Where are they playing now that they are not getting adequate field time? What will the new field's annual maintenance cost be?

Are there major expenses that should be given priority to a soccer field?

We believe this plan needs more exposure to the taxpayers prior to approval.

Charlie and Nancy Hamilton



HAMPDEN TOWN COUNCIL RULES

Introduction & Statement of Purpose - Public Service, even at the local level, can be challenging. As elected officials' sphere of influence and relationship with citizens ebbs and flows according to issues and policy topics, it is sometimes challenging for said officials to be even-handed and broad minded in the sense of the whole community. This is why government service at all levels is guided by core values and ethical standards. In keeping with that idea, the following defines the way in which Hampden elected officials shall approach the matters that come before them: *(Added 2/1/2016)*

A Simple Three Way Test

Is it the truth?

Is it fair to all concerned?

Will it be beneficial for the Town?

The Hampden Councilor...

Will not act out of spite, bias, or favoritism

Will contribute to a climate of mutual trust and respect

Has the courage of his/her convictions

Never forgets that he/she is working for the people – all of the people

Will understand and demonstrate the elements of teams and teamwork

Will clearly define roles and relationships

Will establish and abide by a Council-staff partnership

And will allocate Council time and energy appropriately.

1. The Town Council shall only act by ordinance, order, or resolve. All ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the title. All orders and resolves shall be dated, numbered, and signed by the Town Clerk and the Town Councilors will receive a copy. No action of the Council shall be binding or valid unless adopted by the majority vote of those present. *(Amended 9/19/2016)*
2. In all motions of command, the form of expression shall be 'ordered' and in all motions concerning principles, facts, or purposes, the form shall be 'resolved'.
3. The name of the Council member or other person, persons, or group requesting an item on the agenda will be indicated on the agenda with the said item.
4. As a matter of courtesy, conduct for all Council and Committee meetings shall be as follows:
 - a. Cell phones shall be silenced during Council & Committee meetings by Town Councilors, staff, and the general public.
 - b. Councilors and staff shall refrain from texting or emailing during all Council or Committee meetings.

- c. Cell phone use, texting, and email may be done during breaks in regular or special Council meetings or committee meetings.
5. Town Councilors shall participate in Freedom of Access Act training within 120 days of being sworn in as a Town Councilor and documentation of that training shall be filed with the Town Clerk.
6. Town Councilors shall participate in Elected Officials training offered by the Maine Municipal Association within the first year of office. If a Councilor is unable to complete this training within the first year, the deadline may be extended upon petition by the Councilor and assent of a majority of the Council. *(Amended 2/1/2016)*
7. A New Councilor orientation packet shall be provided to all Councilors at the time they are sworn in.
8. The Mayor shall take the chair at the appointed time for the meeting, call the members to order, and proceed to the following order of business:
(Amended 1/21/2014; 4/7/2014; 5/19/14)
 - A. Pledge of Allegiance
 - B. Consent Agenda
 1. Signatures – Treasurer’s Warrants, etc
 2. Secretary’s Report
 3. Communications
 4. Reports
 - C. Public Comments
 - D. Policy Agenda
 1. News, Presentations & Awards
 2. Public Hearings
 3. Nominations-Appointments – Elections
 4. Unfinished Business
 5. New Business
 - E. Committee Reports
 - F. Manager’s Report
 - G. Councilor Comments
 - H. Adjournment
9. In the absence of the Mayor, the Deputy Mayor shall preside over the Town Council meeting. In the absence of the Deputy Mayor, the Mayor shall appoint, in advance, another Councilor to chair the meeting. *(Amended 9/19/2016)*
10. When a question is under debate, the only motions that the Mayor shall entertain will be a receive no motion but to adjourn, or a motion for the previous question, to lay on the table the previous question, or to postpone the previous question to a day certain, or to refer the previous question to a committee or some administrative official or to amend, or a motion to postpone the previous question indefinitely.; which several m Motions shall have precedence in order in which they are introduced stand arranged. *(Amended 9/19/2016)*
11. When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote, to move a reconsideration thereof at the same, or the next stated meeting, but not afterwards; and

when a motion of reconsideration is decided, that vote shall not be reconsidered.

12. When any member is about to speak, they shall respectfully address the Mayor, confine themselves to the question under debate, and avoid personalities. No member speaking shall be interrupted by another but by a call to order, or to correct a mistake.
13. Every member present, when a question is put, shall give their vote, unless the Council, for special reasons, shall excuse them. Application to be so excused must be made before debate on the issue and the decision on the application shall be made by a majority vote of the council without debate.
14. The rules cannot be dispensed with or suspended if one or more members of the council shall object. No rule or order shall be amended or repealed without notice, in writing, being given at the preceding meeting.
15. Any person wishing to address the Town Council will be given the opportunity to do so in accordance with the following procedure:
 - a. Persons wishing to address the Council on an item which appears on the agenda shall wait until the Mayor announces the consideration of such item, at which time they may address the Council on that particular item. There shall be a five minute limit on such comments per person, per item. In the event that a large number of persons wish to speak on an issue, this limit may be changed to insure that all who wish to speak have the opportunity to do so. Once public comment on an item has closed and a motion and second has been made by members of the Town Council, further public comment is only allowed if approved by a unanimous vote of the Town Council.
 - b. Any person wishing to address the Council on an item not appearing on the agenda shall be allowed to do so only in that section of the agenda referred to as "Public Comments". There shall be a five minute limit on such comments per person per subject raised. Items heard during Public Comment may be agendaed for a subsequent meeting or referred to a Committee or staff member for discussion/action. No votes may be taken by the Council on a subject raised during Public Comment without a vote by the Council to set aside the rules and add it to the regular agenda for consideration.
 - c. Any person wishing to address the Council shall signify their desire by raising their hand and, when recognized by the Mayor, such person shall thereupon request permission to address the Council, giving their name and the name of the road on which they live and then designating the subject matter on which they desire to address the Council. *(Amended 2/1/2016)*
16. At the commencement of the Calendar year, or as soon thereafter as possible, there shall be chosen the following Committees, each Committee to consist of three (3) or four (4) members of the Council as the Mayor may designate, or, upon a motion, the Council may ballot. *(Amended 2/1/2016)*

- a. Finance & Administration – The purpose of this Committee shall be to review all items related to their fiscal impact on the Town as well as all matters that pertain to items of administrative procedures. This committee will also have the responsibility for the review and signature of all payment warrants. *(Amended 9/19/2016)*
 - b. Services Committee – The purpose of this Committee shall be to review all matters related to services provided by the Town related to recreation, parks, trails, the library, the pool, communications and other items related to non-emergency or public works services provided in the community. *(Amended 2/1/2016, 9/19/2016)*
 - c. Infrastructure – The purpose of this Committee shall be to review all matters pertaining to public infrastructure including buildings, roads, and all town capital equipment.
 - d. Planning & Development – The purpose of this Committee shall be to review all matters related to all ordinances of the Town and all proposals for economic & community development.
17. Committee procedure shall be governed as follows:
- a. All Committees will be required to post an agenda at least 48 hours prior to the meeting and no issue may be voted on unless it is agendaed.
 - b. It shall be the responsibility of the Committee Chair to discuss the development of the meeting agenda with the assigned staff person at least 24 hours before the meeting is required to be posted.
 - c. The assigned staff member shall prepare and post the agenda.
 - d. Draft minutes of each meeting will be prepared by the staff member supporting the committee within three business days.
 - e. Committee meeting minutes shall be posted on the Town website following their voted approval by the Committee.
 - f. Non-committee Council members attending a Committee meeting will have voting rights if they have been present for the entire discussion of an issue, providing that at least two of the three appointed members of the committee are present.
 - g. Two appointed members of the Committee shall constitute a quorum.
 - h. The Mayor shall serve as a member of all Committees for quorum purposes. *(Amended 2/1/2016)*
18. The Mayor may appoint members of the Council and/or citizens of the Town to special committees as authorized by the Council. *(Amended 2/1/2016)*
19. In all cases where the parliamentary proceedings are not determined by the foregoing rules and orders, "Roberts Rules of Order" shall be taken as authority to decide the course of proceedings.
20. The first and third Mondays of each month are designated as 'regular' Council meetings with the provision that a unanimous vote of the Councilors present would cancel or reschedule a meeting. Whenever a regular meeting falls on a legal holiday, such meeting will take place the following day except upon unanimous vote of the Councilors present to cancel or reschedule the meeting. *(Amended 9/19/2016)*

21. Special meetings of the Town Council may be scheduled for other dates for special purposes. The agendas for such meetings shall be posted at the Post Office, Town Office, Town Bulletin Board, on the Town website, no less than 72 hours in advance of the meeting (unless an emergency meeting is needed for the purpose of dealing with an unanticipated Town emergency, in which case posting shall be to all normal posting locations and via email to local print media as soon as it is identified that a meeting will be held). The agenda for a Special Meeting shall be prepared as follows;

- A. Call to order
- B. Subject(s) for meeting
- C. Adjourn

The general public shall be allowed to comment on subjects at Special meetings in the same manner as for Regular Council meetings. There shall be no general Public Comment section for items not contained on the agenda for Special Council meetings.

22. Any item on the consent agenda can be set aside for discussion at the request of any Councilor, prior to a motion on the remainder of the consent agenda.
23. Council Meetings shall not extend beyond 10 p.m. without an affirmative vote of the Town Council.
24. The Councilor Comment section of the agenda is reserved for the purpose of enabling any Council member to discuss matters not previously mentioned on the agenda. No official Council action can be taken at this time.
25. Sanctions – Council members who intentionally and repeatedly do not follow council rules may be reprimanded or formally censured by the Council. Serious infractions of Council Rules could lead to other sanctions as deemed appropriate by the Town Council. *(Added 2/1/2016)*

This policy replaces the Council Rules last updated September 19, 2016.

Adopted by Town Council: May 21, 2012

Amended: January 21, 2014
 April 7, 2014
 May 19, 2014
 February 1, 2016
 September 19, 2016

**Planning and Development Committee
Wednesday September 7, 2016
6:00 PM
Council Chambers
MINUTES**

Attendees:

Committee/Council

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

Staff

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

Public

none

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

1. **Approval of August 3 and August 17, 2016 Minutes** – Motion to approve as presented made by Councilor Sirois with second by Councilor Marble; carried 6/0/0.
2. **Committee Applications:** none
3. **Updates:**
 - A. **MRC/Fiberight:** K. Cullen handed out a brief summary of several pieces of correspondence from USA Energy Group LLC and MRC, and informed the Committee that the 2015 MRC Financial Statement and Auditor's Report has been received. She mentioned that if any of the councilors are interested in receiving copies of any or these documents, just let her know. Manager Jennings added that the bottom line is we don't know whether MRC will pursue a conservation easement for the 80 acres discussed at the previous meeting or if they'll pay 100 percent of the fee-in-lieu. We also don't know what that decision might mean regarding ownership of the 80 acre parcel, nor the potential ramifications of the Corps permit.
4. **Old Business:** None.
5. **New Business:**
 - A. **Town Center Planning discussion**
K. Cullen said the purpose of this discussion is to understand what the purpose of the study is – what the goals are for doing it. She then gave a presentation with some examples of the existing conditions in regard to the actual conditions on the ground and how they relate to the existing zoning regulations; her analysis showed

the majority of the parcels in the village commercial districts are nonconforming for setbacks. She added there are probably other existing nonconformities, e.g. impervious surface area.

Karen then described her analysis of the general area and her observations:

- The school is detached from the town center; missed opportunity
- Area around 202/Western Ave is not pedestrian friendly but it does act as a gateway area, albeit underutilized in that capacity
- The area at Main Road S and Kennebec is very small and detached from the busier areas to the north; BUT... if better utilized as a "mini-destination" area, mostly for local residents, it could become a highlight of Hampden
- The area between the crossroads and the schools is really a connector and is conducive to residential, home occupations, and small businesses with minimal traffic
- The core town center area is the area most conducive to higher intensity non-residential and mixed use development along the main roads, with opportunity for new residential development on the periphery. Such residential development is envisioned to be "cottagy" single family consisting of small homes on small lots... NOT large or even medium scale multi-family residential.
- Generalized study area is about 1.1 square miles.

Through discussion on the purpose of the study, the consensus was that the town center area needs a regulatory framework that works with, not against, the existing conditions, and that encourages redevelopment by allowing uses by right that make sense for a town center.

The history of the "town center" was described; at various times it was in different areas, based on where the majority of goods and services were located. Through further discussion it became apparent that today there are a number of sites throughout the area that have potential for other (currently not permitted) uses that might make sense given their locations.

The committee also discussed pedestrian and vehicular circulation, and how future development patterns could affect both.

Through discussion, it became apparent that the primary focus area of this project should be – generally speaking – the area from Katahdin Bank easterly along Western Ave to the VFW ball fields, and along Main Road from Elm Street south to just beyond the

Skehan Center. In addition, the small area at the intersection of Main Road S and Kennebec Road should also be addressed. The other areas discussed tonight (Main Road S between the Skehan Center and Kennebec Road, and Western Ave from Katahdin Bank westerly to the Laura Hoit Pool) are not – at this time – conducive to development as part of the town center.

Karen will continue working on this project and will be engaging the public and businesses within the area for their input.

6. **Zoning Considerations/Discussion:** K. Cullen stated the public hearing with the Planning Board is scheduled for next Wednesday, for the two zoning amendments (building permit threshold and off-premises signage) and the Shoreland Zoning Ordinance. She also said that she had found a significant error in the draft Shoreland Ordinance, and it has caused enough concern that she is going to be recommending that the Planning Board not move forward with that amendment until she has time to go through the entire ordinance to ensure it is correct for Hampden and consistent with DEP's guidelines.
7. **Citizens Initiatives:** none
8. **Public Comments:** CEO M. Block told the Committee that the code enforcement team had done the annual inspection at the mobile home park today and they found some issues which are to be dealt with.
9. **Committee Member Comments:** none
10. **Adjourn:** *There being no further business the meeting was adjourned at 7:35 by motion of Councilor McAvoy and second of Councilor Ryder.*

*Respectfully submitted by
Karen Cullen, Town Planner*

FINANCE & ADMINISTRATION COMMITTEE MEETING

Thursday September 8th, 2016

MINUTES

Hampden Town Office

Attending:

Mayor David Ryder

Councilor Ivan McPike

Councilor Mark Cormier

Councilor Terry McAvoy

Councilor Stephen Wilde

Town Manager Angus Jennings

Police Sergeant Scott Webber

Mayor Ryder called the meeting to order at 6 p.m.

- 1. Meeting Minutes – August 15th, 2016** – *Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes as written. Approved 5-0.*
- 2. Review & Sign Warrants** – *Warrants were reviewed and signed by Committee members.*
- 3. Old Business**
 - a. Work plan and priorities for FY17** – *This item was tabled for discussion until after New Business.*
 - b. Council Rules** – *This item was tabled for discussion until after New Business.*
- 4. New Business**
 - a. Recommendation of the Public Works Director for 2016 grub prevention as quoted by Scotts Lawn Service and authorization to use Cemetery Reserve funds to complete the perpetual care requirement.** *Two bids were received by the DPW Director for this work. There was a motion by Councilor Marble seconded by Councilor McAvoy to recommend Council approval to expend \$5,655.00 from the*

Cemetery Reserve to contract with low bidder Scott's Lawn Service for grub preventative treatment. The motion passed 5-0.

- b. Request for authorization to use Cemetery Reserve funds in the amount of \$750.00 to repair the chain link fence at the Locust Grove Cemetery.** *There was a motion by Councilor McPike seconded by Councilor McAvoy to recommend Council approval to expend \$750.00 from the Cemetery Reserve to contract with Allen Farm Fence to repair the fence. The motion passed 5-0.*
- c. Request for authorization to use Municipal Building Reserve funds to purchase the parts and supplies necessary to improve the foundation and storm drain system and to try to prevent leaking on the West side of the Public Safety Building.** *There was a motion by Councilor McPike seconded by Councilor McAvoy to recommend Council approval to expend \$840.72 from the Municipal Building Reserve to pay direct expenses associated with DPW's repair of the drainage problems affecting the Public Safety building. The motion passed 5-0.*
- d. Recommendation of the Public Safety Director for the 2016 Police Department vehicle as bid by Quirk Auto Group on August 18, 2016 and request for authorization to use reserve funds for its purchase.** *Sergeant Webber appeared on behalf of the Public Safety Director to present the request to purchase a new vehicle in keeping with the standard two-year rotation for new vehicle purchase. He described the bidding process and spoke in detail about the two lowest bids. He said that the Department recommending purchasing the 2016 vehicle, rather than the 2017, because it would save money, and because the features on the 2017 model that are not on the 2016 model are not features the Department needs. Councilor McAvoy asked whether the new purchased vehicle would replace an existing vehicle. Sgt. Webber said that the oldest Tahoe would be taken out of service by Public Safety, but still would be owned by the Town and would be made available for use by DPW. Councilor McAvoy asked Manager Jennings whether the vehicle's use by DPW would reduce the amount of mileage paid for DPW's use of personal vehicles, and Manager Jennings said that it would. There was a motion by Councilor McPike seconded by Councilor Marble to recommend Council approval to expend \$27,053.00 from the Police Cruiser Reserve to purchase the 2016 Ford Police Interceptor Explorer. The motion passed 5-0.*

Item 3a. Work plan and priorities for FY17

Manager Jennings resumed discussion on this item which was postponed from earlier in the meeting. He circulated an updated matrix

of active and identified projects, with a separate list for projects already completed and a third list of projects that he is taking on but that wouldn't require specific action of the Council or Committees. He said that, by taking these two categories of projects out of the matrix, he hoped it would assist the Committees and Council to focus on only those projects they will need to be involved with. The Committee agreed that the process of establishing formal priorities would continue in future meetings. Councilor Marble noted that the marina sign issue, and a broad public process relative to the transfer station, were priorities for FY17. Mayor Ryder noted that the recent staffing changes in the Administration office would cause some amount of inefficiency, initially, while staff are being trained. Councilor Cormier noted that he thinks we're worlds ahead of where we were on project management, and Mayor Ryder agreed.

Item 3b. Council Rules

The Committee reviewed the Town Council Rules. Members of the Finance Committee recommended several amendments to the Council Rules, including to section 9 (change "Council" to "Councilor"), section 10 (rewrite for improved clarity), section 20 (provide option for Council to reschedule – rather than cancel – a meeting. A question was raised regarding whether a Council vote required a majority of the Council to vote in the affirmative, or a majority of the Councilors present. [It was later clarified, based on language in the Town Charter, that is it a majority of Councilors present.] Manager Jennings stated that the amendments discussed tonight would be brought forward at the next Finance Committee and Council meeting for review and adoption.

5. Public Comment – None.

6. Committee Member Comments – None.

7. Adjournment

There being no further business, the meeting was adjourned at 6:51 p.m.

Respectfully submitted –
Angus Jennings, Town Manager



TOWN OF HAMPDEN

PUBLIC NOTICE

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, October 3rd, 2016, in the Municipal Building Council Chambers, located at 106 Western Avenue, Hampden, to hear the following:

1. Proposed Zoning Ordinance Amendment to Section 4.8.1. Off-Premises Signs
2. Proposed Zoning Ordinance Amendment to Section 5.3.1, Building Permits to change what activities require a building permit

Copies of the proposed ordinance amendments are available at the Municipal Building or online at www.hampdenmaine.gov.

Paula A. Scott
Town Clerk

Posted: 09/20/2016

Off-Premises signage for the Waterfront Park area

Add a new section 4.8.1.4 of the Hampden Zoning Ordinance to read:

In order to promote the use and enjoyment of the Waterfront Park and uses within the Waterfront 1 Zoning District, such uses and businesses within said district shall be permitted to have signage located on Main Road North (Route 1A) in the vicinity of Marina Road subject to the following conditions:

- a. One freestanding sign structure is permitted, on which all signage for the Waterfront District 1 shall be installed.
- b. The signage may be double-faced, and the cumulative area shall not exceed 50 square feet per side, exclusive of the sign structure.
- c. Each individual sign for a non-municipal entity shall not exceed 15 square feet in area (per side for a double faced sign).
- d. The maximum height of the sign shall not exceed 15 feet in height from the ground level under the sign.
- e. Lighting of the sign shall only be by an externally located steady stationary white light source, shielded and directed solely at the sign.
- f. If located on private property, the owner of the property must have given permission in writing to allow the installation of the sign.
- g. Authorization for placement of a sign under this section shall be obtained from the Code Enforcement Officer.

ARTICLE 5 - ENFORCEMENT

(Amended: 6/3/02)

5.1. Administrative Officer - This Ordinance shall be enforced by a Code Enforcement Officer appointed by the Town Manager with confirmation by the Town Council.

5.2. Duties - The Code Enforcement Officer, in enforcing this Ordinance, shall be responsible for establishing reasonable procedures for enforcement, keeping all activities within the jurisdiction of this Ordinance under surveillance, issuing building and/or use permits where applicable, keeping public records of his proceeding and instituting or causing to be instituted any or all actions that might be appropriate for the enforcement of this Ordinance.

5.3. Permits - Application for a building permit and a certificate of compliance shall be made concurrently with the initial application.

5.3.1. Building Permits

5.3.1.1. Building Permit Required - ~~An application shall be submitted to the Code Enforcement Officer for the following activities, and these activities shall not commence in the Town of Hampden without a permit being issued.~~ Building Permits shall be required per the Maine Uniform Building and Energy Code as amended from time to time.

- ~~1. Construct or alter a structure.~~
- ~~2. Change of exterior dimensions of a existing structure;~~
- ~~3. Construct a sign or change the exterior dimensions of a sign;~~
- ~~4. Reconstruction of a disaster damaged or disaster destroyed structure.~~

5.3.1.2. No building permit shall be issued except in conformity with the provisions of this Ordinance.

5.3.1.3. Within fourteen (14) days of the filing of an application for a building permit, the Code Enforcement Officer shall approve or deny such application or shall refer the applicant to the planning board or the Board of Appeals. The decision shall be in writing and communicated directly to the applicant. In the case of a denial of an application, the decision shall include reasons for such. One (1) copy of the Code Enforcement Officer's decision shall be filed in the municipal office. (Amended:09-18-06)

5.3.1.4. No building permit for a building or structure on any lot shall be issued except to the owner of record thereof, or his authorized agent. The Code Enforcement Officer may require that any application for such a permit shall be accompanied by a plan, accurately drawn to scale, showing the actual shape and dimensions of the lot to be built upon, an on site soils survey, the exact location and size of all buildings or structures already on the lot, the location of new buildings to be constructed, together with the lines within which all buildings and structures are to be constructed, the existing and intended use of each building or structure, and other such information as may be necessary to provide for the execution and enforcement of this Ordinance.

5.3.1.5. Applications for permits with their accompanying plans and building permits shall be maintained as a permanent record by the Code Enforcement Officer.

5.3.1.6. A building permit secured under the provisions of this Ordinance shall expire if the work or change is not commenced within ~~six (6)~~ twelve (12) months of the date on which the permit is granted, or if the work or change is not substantially completed within two (2) years of the date on which the permit is granted.

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

Any structure on which construction, including but not limited to foundation work, has begun before the issuance of a building permit will be assessed double the above described fees.

5.3.1.8. Building permits for structures to be located on subdivision lots shall not be issued by the Code Enforcement Officer until 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)*

5.3.1.9. Wastewater Disposal Permit Required - No building permit shall be issued for any structure or use involving the construction, installation, or alteration of plumbing facilities unless either a subsurface wastewater disposal permit or sewer hook-on permit has been secured by the applicant or his authorized agent in conformance with the State of Maine Subsurface Wastewater Disposal Rules or the Town of Hampden Sewer Ordinance. *(Amended: 03-01-10)*



Angus Jennings <townmanager@hampdenmaine.gov>

RE: FW: Emailing: 15111174404.PDF

1 message

Thu, Sep 29, 2016 at 4:49 PM

Edmond J. Bearor <ebearor@rudmanwinchell.com>
To: Angus Jennings <townmanager@hampdenmaine.gov>
Cc: "Lynn E. Brochu" <lbrochu@rudmanwinchell.com>

Angus,

I have considered the question of whether there is an actual or potential conflict in the event a Hampden Councilor serves simultaneously on the Board of Directors of the Municipal Review Committee, (MRC), given the fact that the town and the MRC are contractually obligated to each other by virtue of the Joinder Agreement entered into earlier this year by the parties. I don't think there is a conflict. To the extent that MRC decisions on issues having a unique impact on Hampden that wouldn't be similar to the impact on the other communities which contract with MRC, then I would advise the Councilor to abstain from such discussion. Likewise, should the town face a situation that is potentially adverse to the MRC, the Councilor might, and I emphasize might, be well advised to abstain from participating in any deliberation and decisions. However, in both instances, the facts of the situation would need to be examined to make a determination of whether there was a conflict.

So, in short, I don't believe there is an inherent conflict in holding the two positions simultaneously. Rather, the situation needs to be monitored for specific matters that might give rise to recusal, lest one try to serve two masters at once and do a disservice to each.

**MUNICIPAL REVIEW COMMITTEE, INC.
2016 Election – BOARD OF DIRECTORS
NOMINATION FORM**

Submitted by MRC Member: _____
(Town/city/county/regional association)

Nominee Name: _____

Circle and list all that apply to Nominee for questions 1. through 3. below:

1. YES / NO - Legal Resident of MRC Member: _____
2. YES / NO - Elected or Appointed Official of MRC Member: _____
3. YES / NO – Employee of MRC Member: _____

Mailing Address: _____

Telephone: _____ FAX: _____ Email: _____

The below provided biographical information is to be provided by the nominee. The information, as provided, will accompany the voting ballot provided for the MRC membership's consideration.

Biography:

REMINDER: The final slate is limited to the first nine (9) nominations received

Please return this form by mail on or before October 19, 2016 to:
Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605

Delivery via FAX is permitted at: (207) 667-2099 Attn: Greg Lounder or via email attachment to: glounder@mrcmaine.org



Angus Jennings <to

D-5-a
D-5-c
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agenda items

1 message

Terry McAvoy <mcavoytowncouncil@hampdenmaine.gov>

Wed, Sep 28, 2016 at 8:02 AM

To: Angus Jennings <townmanager@hampdenmaine.gov>

Good morning, Angus.

Please add the following items to the agendas for the finance committee and Town Council meetings on 10-3-16. Immediately preceding each item which relates to the rec field expansion please include as an agenda item: Councilor conflict of interest. Let me know if there is any question about what it is I am asking for. Terry

The Town of Hampden hereby ordains:

**TOWN OF HAMPDEN
Code of Ethics**

Section 1. Declaration of Policy.

The proper operation of democratic government requires that Town Councilors and their appointees be fair, impartial and responsive to the needs of the people and each other in the performance of their respective functions and duties; that decisions and policy be made in proper channels of the Town's governmental structure; that public office not be used for personal gain; and that such Councilors and their appointees maintain a standard of conduct that will inspire public confidence in the integrity of the Town's government. In recognition of these goals, a Code of Ethics is hereby established for all Town Councilors and all members and associate members of any Board or Committee appointed by the Town Council. This Code of Ethics is not intended to deny Council members, nor Board or Committee members, their constitutional rights nor violate their civil rights.

Section 2. Definitions.

As used in this Ordinance, the following terms shall have the meanings indicated.

Business: Any corporation, partnership, individual, sole proprietorship, joint venture, or any other legally recognized entity, organized for the purposes of making profit.

Censure: A judgment or resolution condemning a person for misconduct.

Confidential Information: Any information, whether oral, written, digital or electronic, which comes to the attention of, or is available to, a Town Official only because of his or her position with the Town and which is not a matter of public record. Information received or discussed during an executive session called pursuant to 1 M.R.S. §405 shall be considered confidential information, and shall not be disclosed to any third party unless permitted by affirmative vote of the body which held the executive session.

Council Appointee: Any sworn member or associate member of any board or committee appointed by the Town Council, including but not limited to appointed Board members, Committee members, and Commission members.

Financial Interest: a direct or indirect interest having monetary or pecuniary value, including but not limited to the ownership of stock.

Immediate Family – Spouse, children, parents, brothers, and sisters. (This includes family members related by marriage and adoption.)

Special Interest: A direct or indirect interest having value peculiar to a certain individual or group, whether economic or otherwise, which value may accrue to such individual or group as a result of the passage or denial of any order, ordinance or resolution, or the

approval, approval with conditions or denial of any application by the Town Council or Council Appointees, and which interest is not shared by the general public.

Town Councilor: Sworn member of the Hampden Town Council

Town Employee: Any individual working for, on a permanent or temporary basis, and drawing a salary, wages or stipend from the Town of Hampden. The term "Town Employee" shall not include consultants or professional personnel providing services to the Town as independent contractors under a written professional services contract or other similar engagement.

Town Official: A member of the Town Council or a member of any appointed committee, board or commission of the Town Council.

Sec 3. Standards of Conduct.

The purpose of this Code of Ethics is to establish standards of conduct for all Town Councilors and Council Appointees by setting forth those acts or actions deemed to be in conflict or incompatible, or to create the appearance of conflict or incompatibility, with the best interests of the Town of Hampden.

3.1 Statutory Standards: There are certain provisions of the general statutes of the State of Maine, which should, while not set forth herein, be considered an integral part of this Ordinance. Accordingly, the provisions of the following sections of the general statutes of the State of Maine, as may be amended, are hereby incorporated by reference and made a part of this Code of Ethics, and shall apply to all Town Councilors or Council Appointees whenever applicable, as if more fully set forth herein, to wit:

- 17 MRSA §3104 Conflicts of Interest; Purchases by the State
- 17-A MRSA §456 Tampering with Public Records or Information
- 17-A MRSA §602 Bribery in Office with Political Matters
- 17-A MRSA §603 Improper Influence
- 17-A MRSA §604 Improper Compensation for Past Action
- 17-A MRSA §605 Improper Gifts to Public Servants
- 17-A MRSA §606 Improper Compensation for Services
- 17-A MRSA §607 Purchase of Public Office
- 17-A MRSA §608 Official Oppression
- 17-A MRSA §609 Misuse of Information
- 17-A MRSA §903 Misuse of Entrusted Property
- 21-A MRSA §504 Persons Ineligible to Serve
- 30-A MRSA §2605 Conflicts of Interest
- 30-A MRSA §5122 Interest of Public Officials, Trustees of Employees

3.2 Disclosure of Confidential Information: No Town Councilor or Council Appointee shall, without proper legal authorization, disclose confidential information concerning the property, employees or applicants for employment, government or affairs of the

Town, nor shall he or she use such information to advance the financial or private interest of him or herself or others. Information received and discussed during an executive session of the Hampden Town Council or any Town Board, Committee, or Commission pursuant to 1 M.R.S. §405 shall be considered within the constraints of this subsection, and shall not be disclosed to any third party unless permitted by affirmative vote of such body.

3.3 Gifts and Favors: No Town Councilor or Council Appointee shall solicit or accept any gift, favor or thing of value, whether in the form of service, loan, thing or promise, from any person or business which to his or her knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the Town; nor shall any Town Councilor or Council Appointee: 1) solicit or accept any gift, favor or thing of value that tends to influence that individual in the discharge of his or her official duties or 2) solicit or grant in the discharge of his or her official duties any improper favor, service or thing of value. The foregoing is not intended to prohibit normal social practices where gifts from friends, associates, and relatives are appropriate for certain occasions.

3.4 Use of Town Property: No Town Councilor or Council Appointee shall use, or permit the use of, any Town-owned property including, but not limited to, motor vehicles, equipment and buildings, for any private purposes. Nothing herein shall prohibit the use of Town buildings and equipment at rates and/or on terms as may be established for the public at large.

3.5 Conflicts of Interest.

A. Deliberation and Vote Prohibited

1. No Town Councilor or Council Appointee shall participate directly or indirectly by means of deliberation, voting, approval or disapproval, or recommendation, or otherwise take part in the decision making process, on any agenda item before the body of which he or she is a member if he or she, or a member of his or her immediate family, has a financial or special interest, other than that possessed by the public generally, in such purchase, award, or approval, held by:
 - a. The Town Councilor or Council Appointee, or a member of their immediate family; or
 - b. A business in which the Town Councilor or Council Appointee, or a member of their immediate family, serves as an officer, director, trustee, partner or employee in a supervisory or management position; or
 - c. Any other person or business with whom the Town Councilor, or Council Appointee, or a member of their immediate family, are in

business or are negotiating, or have an arrangement concerning future employment.

2. No Town Councilor or Council Appointee shall participate directly or indirectly by means of deliberation, approval or disapproval, or recommendation of an application, purchase, contract, or other legal matter, or in the decision to hire, promote, discipline, lay off or to take any other personnel action in respect to any applicant for employment or employee, where said applicant or employee is:

a. A member of their immediate family; or

b. A person with whom either the Town Councilor or Council Appointee, or his or her immediate family, are in business.

B. Disclosure of Conflict. Any Town Councilor or Council Appointee who believes he or she, or a member of his or her immediate family, has a financial or special interest, other than an interest held by the public generally, in any agenda item before the body on which he or she serves shall disclose the nature and extent of such interest, and the Town Clerk or his or her designee shall make a record of such disclosure. Such disclosure shall be made no later than the date of the first meeting of the Town Council, Committee, Board, or Commission at which the agenda item concerned is to be taken up for consideration, recommendation, discussion or vote and at which the Town Councilor or Council Appointee is present. Additionally, any Town Councilor or Council Appointee who believes that any fellow Town Councilor or Council Appointee, or a member of such fellow Town Councilor's or Council Appointee's immediate family, has a financial or special interest, other than an interest held by the public generally, in any agenda item before his or her collective body shall disclose the nature and extent of such agenda item before his or her collective body shall disclose the nature and extent of such interest, and the Town Clerk or his or her designee shall make a record of such disclosure.

C. Determination of Conflict. In the event that a conflict has been raised relative to an individual Town Councilor or Council Appointee, and disclosure has been made as described above, such individual's fellow Town Councilors or Council Appointees shall review the facts as disclosed to them and shall vote on whether or not such individual has a financial or special interest with respect to the agenda item concerned. All conflict of interest questions relating to a particular agenda item shall be resolved prior to any consideration of the item concerned, and each Town Councilor or Council Appointee present shall be entitled to vote on all conflict of interest questions except those questions pertaining to that individual Councilor's or Appointee's alleged conflict of interest.

1. All votes of conflicts of interest questions shall be recorded. A majority vote shall determine the question; but a vote by Boards, Committees, and

Commissions may later be reviewed by Town Council upon the Town Council's consideration of the same agenda item.

2. Upon determination that a conflict of interest in fact exists, the Town Councilor or Council Appointee concerned shall be excused from participating in discussion, deliberation or vote on the relevant agenda item.
3. In lieu of the vote required by this subsection, the Town Council, upon motion and by majority vote may refer the conflict of interest question to the Town Attorney for a legal opinion, or may table its consideration of the relevant agenda item. In the event a majority of the Town Council, Board, or Commission concerned, or Committee thereof, shall require disclosure of further information not immediately available, or shall require confirmation of the information disclosed, consideration of the relevant agenda item shall be postponed to an appropriate time.

D. Avoidance of Appearance of Conflict: To avoid the appearance of a violation of this Section, once any individual Town Councilor, committee member, board member or commission member is determined to have a conflict of interest in respect to any agenda item and once all conflicts of interest questions relating to the agenda item concerned have been determined as provided in Subsection C above, said individual shall immediately remove him or herself from the meeting room or to the area of the room occupied by the general public. He or she shall not return to his or her regular seat as a member of the body until deliberation and action on the item is completed. Nothing herein shall require an individual councilor, committee member, board member or commission member to remove himself or herself for any item contained on a consent agenda on which there is no deliberation, the individual's conflict has been determined by other members and the right to abstain from voting on the item has been granted.

E. Personal Interest. Nothing herein shall be construed to prohibit any Town Councilor or Council Appointee from representing his or her own personal interest by appearing before his or her collective body on any such agenda item, as long as the representation occurs in the area of the meeting room occupied by applicants or members of the general public.

F. Disclosure Statement. By no later than January 15th of each year, or within fifteen (15) days of being sworn in for a Town Councilor elected at a special election to fill a vacancy, every Town Councilor shall file a completed disclosure form with the Town Clerk. Within thirty (30) days after his or her appointment, every Council Appointee shall file a completed disclosure form with the Town Clerk. Such forms shall be under oath and shall contain the following information to the best of the disclosing party's knowledge and belief:

1. The name of each person or entity whether incorporated or not, doing business with the Town in an amount in excess of \$1000 during the preceding calendar year from which such disclosing party or member of his

immediate family has received money or other thing of value in an amount in excess of \$1000 during the preceding fiscal year, including, but not limited to campaign contributions, where applicable.

2. The name of each entity, whether incorporated or not, doing business with the Town in an amount in excess of \$1000 for the preceding calendar year in which such disclosing party or member of his/her immediate family has a financial interest in an amount in excess of \$1000 , including, but not limited to, the ownership of shares of stock.
3. The name of each nonprofit and/or for profit entity, whether incorporated or not, for which such disclosing party or member of his/her immediate family holds a position of officer or member of any board which does business or may potentially do business with the Town. For such entity, such disclosing party shall provide the following information:
 - a. A brief description of the purpose of each board and/or office;
 - b. A short summary of such disclosing party's or family member's duties relative to any such board and/or office;
 - c. The term of service on each such board and/or office; and
 - d. Whether or not such disclosing party or family member receives compensation for service on such board and/or office and the extent to which such compensation exceeds \$100 in the aggregate annually.

For purposes of this section "compensation" shall include, but not be limited to, monetary compensation, gifts, gratuities, perks, fringe benefits, services and any other thing of value.

4. Every Town Councilor or Council Appointee shall amend his or her annual disclosure statement as may be required from time to time to ensure the continued accuracy thereof. Each amendment shall be made within fifteen days following the occurrence which requires the amendment.
5. The Town Clerk shall deliver a copy of each completed disclosure statement to every fellow member of the Town Council/Board/Committee of each disclosing party within thirty days of filing.
6. For the purposes of this Ordinance, a list prepared by the Treasurer of those persons or entities doing business with the Town in an amount in excess of \$1000 for the preceding year shall be determinative for purposes of reporting under this section. Income from and financial investments in, policies of insurance, and deposits from accounts from commercial or savings banks, savings and loan associations, or credit unions and the ownership of less

than 5% of the outstanding shares of stock in a publicly held corporation shall not be considered a financial interest within the meaning of this section.

Sec 4. Political Activities.

No Town Employee, Town Councilor or Council Appointee shall participate in any political activity which would be in conflict or incompatible with the performance of his or her official functions and duties of the Town. In conjunction therewith, no Town Councilor or Council Appointee may use his or her official authority or position for the purposes of influencing or interfering with or affecting the results of any election for public office, nor shall he or she solicit funds or contributions or accept or receive funds or contributions from Town Employees for political purposes. No Town Councilor or Council Appointee may distribute handbills or pamphlets while he or she is performing official functions or duties on behalf of the Town, unless such distribution has been authorized by the body of which he or she is a member. Nothing herein shall be construed to prohibit any Town Councilor or Council Appointee from participating in the political process in their private capacity as candidates for elected office or as private citizens.

Sec 5. Incompatible Employment or Office.

No Town Councilor or Council Appointee shall occupy any other office, elected or appointed, in another governmental entity when the duties of such office are incompatible with the proper discharge of his or her official duties with the Town. For purposes of this section, the occupancy of any office, elected or appointed, with any other governmental entity by any Town Councilor or Council Appointee is hereby prohibited in the following circumstances:

- A. Where the duties of the other office make it a physical impossibility to discharge the duties of the Town position; or
- B. Where one office is subordinate to the other; or
- C. Where one office carries the power of removal of the other; or
- D. Where the occupancy of both offices is prohibited by the Town Charter or by other provisions of law.

Sec 6. Violations of Ethical Standards by Councilors.

When any Councilor believes there has been a breach of the ethical standards set forth herein by another Town Councilor, he or she may ask to enter into executive session pursuant to 1 M.R.S. §405 for purposes of informal discussion of and resolution of an ethical issue. During such session, the Councilor shall specify which area(s) of this Ordinance he or she feels have been breached and by whom. After discussion among all Councilors, the Town Council shall leave executive session, and may proceed with

formal action only by majority vote of the Councilors not alleged to have breached the ethical standards.

- A. Based on information provided in said executive session, the Town Attorney shall provide the Council with an opinion on whether the cited matter(s) constitute a violation of this Ordinance.
- B. All procedures under this section shall be in accord with due process requirements, including, but not limited to, a right to notice and hearing.
- C. The Council may elect to give written warning in lieu of any other remedy or civil penalty available under this Ordinance or any other law or ordinance.

Sec 7. Ethics in Contracting.

The provisions of this Section shall apply to all persons doing business with the Town of Hampden as vendors, suppliers and contractors submitting bids or proposals in response to a Town solicitation or advertisement.

7.1 Gratuities and Kickbacks

- A. **Gratuities.** It shall be a violation of this Ordinance for any person to offer, give, or agree to give any Town Councilor or Council Appointee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or award pertaining to a Town purchase order, contract, construction contract, or professional services contract, or with respect to any solicitation, advertisement, request for bids, request for proposals, or any bid, proposal, or other response thereto.
- B. **Kickbacks.** It shall be a violation of this Ordinance for any person to solicit, offer, give, accept, or receive any undisclosed gratuity or offer of employment in connection with the award or potential award of any subcontract or contract modification or change order under a Town of Hampden contract for construction, procurement or professional services. To be valid, any disclosure under this paragraph must be made in writing to the Town of Hampden Town Manager prior to the date of opening of any proposals or bids on the prime contract concerned. Notwithstanding an otherwise valid written disclosure, it shall be a violation of this Ordinance to solicit, offer, give, accept, or receive any such gratuity or offer of employment in violation of applicable State or Federal Law.

7.2 Prohibition against Contingent Fees

It shall be a violation of this Ordinance for a person to be retained, or to retain a person, to solicit or secure a Town contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

7.3 Recovery of Value Transferred or Received in Breach of Ethical Standards.

The value of anything transferred or received in breach of the ethical standards of this Ordinance by a Town Councilor or a Council Appointee or other person may be recovered from both the Town Councilor or Council Appointee concerned and from the other person concerned.

7.4 Recovery of Kickbacks by the Town

Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or modification or change order, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, modification or change order and ultimately borne by the Town and such amount shall be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

7.5 Penalties and Sanctions

- A. In addition to the recoveries provided in Subsections 7.3 and 7.4 above, any violation of Section 7 shall be a civil violation. Upon conviction, any person, firm or corporation found to be in violation of this Section 7 shall be fined not less than three times the value of any improper gift or kickback paid, solicited, or received, or \$500, whichever is greater. The penalties provided in this paragraph shall be in addition to any penalties imposed under State or Federal Law.
- B. Upon conviction of a violation of this Section 7 or upon finding a violation by the Town Council or any Council Appointee following written notice and hearing, the Town Council may impose one or more of the following sanctions on the person, firm, or corporation convicted or found to be in violation:
 - i. written warnings or reprimands
 - ii. termination of contracts
 - iii. debarment or suspension of Town purchasing
- C. Termination of a contract under this Section 7.5 shall also terminate the contractor's right to receive further payment thereunder.

- D. The provisions of this Section 7 shall be provided to all interested bidders or proposers and shall be incorporated by reference as agreed terms in any Town of Hampden construction, procurement, or professional services contract with a base bid in excess of \$10,000. In the case of a professional services contract, the 'base bid price' shall be the expected value of services to be billed during the contract term, or on an annual basis if the contract is of indefinite duration.

Sec 8. Penalties for Town Council or Town Council Appointees.

Any Town Councilor or Council Appointee who violates a provision of this Ordinance shall be subject to a civil penalty of not less than \$100.00 and not more than \$500.00 for each offense, which civil penalty shall inure to the benefit of the Town. In addition, violation of this Ordinance shall constitute cause for censure by the Town Council after notice and hearing conducted by that body.

Sec 9. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

Sec 10. Repeal of Prior Ordinance

The existing Code of Ethics Ordinance adopted on May 15, 2000 is hereby repealed in its entirety.

Sec 11. Effective Date

Pursuant to Section 213(c) of the Town Charter, the foregoing provisions shall be effective 30 days after the adoption of this Ordinance by the Town Council.

ADOPTED BY TOWN COUNCIL: May 7, 2012
Effective Date: June 6, 2012



**TOWN OF HAMPDEN
Town Councilor
DISCLOSURE STATEMENT**

Councilor _____

Term _____

Please list the name of each person or entity doing business with the Town in an amount in excess of \$1,000.00 from which you or a member of your immediate family receives money or other thing of value in excess of \$1,000.00. (Section 3.5.F.1 Code of Ethics Ordinance)

Please list the name of each entity doing business with the Town in an amount in excess of \$1,000.00 for the preceding calendar year in which you, or a member of your immediate family has a financial interest in an amount in excess of \$1,000.00, including shares of stock. (Section 3.5.F.2 Code of Ethics Ordinance)

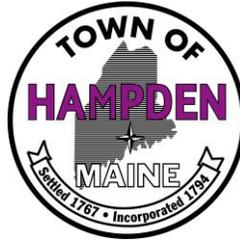
Please list the name of each nonprofit and/or for profit entity doing business with the Town in which you or a member of your immediate family is a member of its Board of Directors. Please provide a brief description of the purpose of the board or office, a short summary of your duties relative to said board, term of office, and whether or not you or your family member receives compensation exceeding \$100.00 in the aggregate annually. (Section 3.5.F.3 Code of Ethics Ordinance)

Dated: _____

Personally appeared the above named Councilor _____ and made oath to the truth of the above statements.

Before Me: _____
Notary Public/Municipal Clerk

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: D-5-b
D-5-d
D-5-f
Fax: (207) 862-5067
Email: townmanager@hampdenmaine.gov

TO: Finance Committee & Town Council
FROM: Angus Jennings, Town Manager
DATE: September 15, 2016
RE: Requests for Committee and Council approvals re Lura Hoit Pool site

As you know, the 2015 Recreation Plan (excerpted attached) prioritizes the identification of land for additional playing fields, development of additional fields, and increased parking at the Lura Hoit Pool site. The identification of a location for recreational field space is also identified as an implementation strategy in the 2010 Comprehensive Plan. Resources toward these efforts were approved through the allocation of funding to the Recreation Area Reserve account within the FY17 budget. The amounts of said allocations were based on amounts in Items R-1 and R-2 within the Capital Program (online at <http://www.hampdenmaine.gov/budget>).

Working with the Services Committee, Mayor Ryder has led an effort to identify such land, to evaluate suitability for field space, and to evaluate potential to expand parking at the Pool site. He has also met with, and conducted site walks with, prospective contractors and volunteers, as has been reported to the Services Committee. Wetlands delineation was completed and presented at the August Services Committee meeting, and at the September 12 meeting the Committee was presented with a concept plan for additional field space and parking. A copy of the concept plan, which includes the wetlands delineations, is attached.

At its September 12 meeting, the Services Committee referred to Council (by a vote of 5-1, with Councilor McAvoy opposed) a recommendation to authorize tree cutting, stumping and grinding on the Lura Hoit Pool site based on the concept plan. This matter is also brought to the Finance Committee and Council as a request for authorization to use budgeted Recreation Area Reserve funds for this purpose, as well as in support of DEP permitting and related activities that would be required under the Site Location Law in order to add impervious area to the site.

The Services Committee favored an incremental approach to this project, rather than completing full engineering plans and costing out the entire project, with the goal of reducing project costs, and preserving flexibility on project implementation based on resources if and as they become available in the future. The Committee discussed the need to proceed incrementally such that each "phase" would result in a stable interim outcome, understanding that full project implementation would be a multi-phase, multi-year undertaking the completion of which would require future identification of resources. In short, if an interim phase is complete, and the full plan is never realized,

the project would be undertaken in a way to ensure that the interim phase would stand alone in a manner that is stable and functional.

In order to bring this project forward, the Town will require support services from independent contractors in several areas, which may include (but is not necessarily limited to) survey, civil engineering, stormwater management, forestry, site work including grading and erosion controls, and construction (i.e. paving, field space, fencing etc., but not including new structures). The work would proceed in sequence, and based on advance preparation of an overall project management plan establishing scopes of work and scheduling for the various parties (including in-house Town resources) involved with the project.

In the interest of facilitating project management given the number of variables inherent in moving from concept plan to project execution, a request is also presented to waive the Bid Procedure Guidelines pursuant to Section 4 ("unusual circumstances"). If this authorization is approved, contractor selection would proceed under a quotation system handled by the Town Manager, through which work scopes would be provided to multiple vendors, with solicitation of qualifications submittals and "apples to apples" cost proposals.

If this project is authorized, my office would lead an effort to bring greater public attention to this initiative, both on an informational basis and in solicitation of community support. (It is believed that pro bono resources may also become available which could reduce direct expenses). Limits of clearing would be established and marked in the field prior to work going forward. Just as was done prior to the tree cutting in Dorothea Dix Park last September, we would also notify site abutters prior to any field work taking place. In short, Town staff, under my oversight, would work diligently to apply best management practices to the work we would undertake.

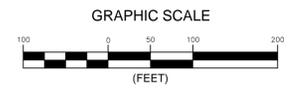
We are also corresponding with DEP, and have a meeting scheduled, in order to ensure that we navigate all State permitting as required.



- NOTES:**
1. WETLAND/STREAM DATA PROVIDED BY TOWN OF HAMPDEN.
 2. EXISTING CONDITIONS INFORMATION BASED ON PUBLICLY AVAILABLE DATA (E.G. MEGIS)
 3. PROPERTY LINES BASED ON TAX MAP DATA ONLY.

LEGEND:

	TRAIL
	TREELINE
	STREAM
	NATURAL GAS PIPELINE
	WETLAND BOUNDARY
	WETLAND



ISSUED FOR DISCUSSION

THE INFORMATION CONTAINED HEREIN IS STRICTLY CONFIDENTIAL AND IS THE SOLE PROPERTY OF THE PROJECT OWNER.

DATE: SEPTEMBER 9, 2016 SCALE: 1"=100' DRAWN: SJF DESIGN: TMH APPROVER: TMH

ONLY VALID WITH ORIGINAL STAMP

NO.	REVISIONS:	APPD:	DATE:
A	ISSUED FOR DISCUSSION	TMH	XXX

TITLE:	PRELIMINARY LAYOUT
PROJECT:	TOWN OF HAMPDEN RECREATIONAL FIELDS
CLIENT:	TOWN OF HAMPDEN HAMPDEN, MAINE

SGC PROJECT NUMBER	
DRAWING NUMBER	SK-001
REVISION	
SHEET NUMBER	1 OF 1

The project list is not a fixed element and reflects both committee input, staff input, and survey result input. Future circumstances, especially availability of funding may change priorities or require reprioritization of items. The Action Program is shown in a table format at the end of this section.

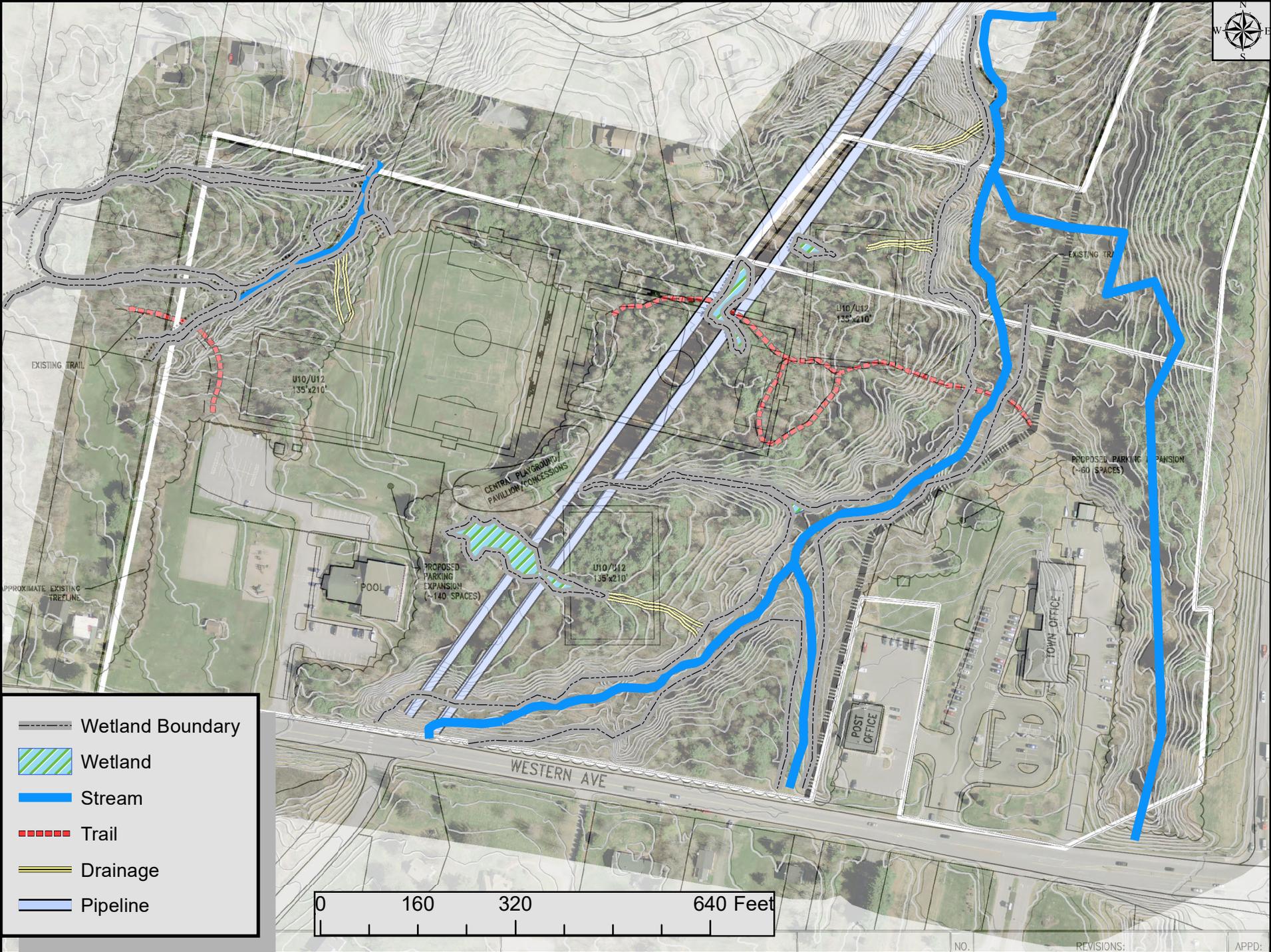
Financing Potential Improvements

Funding for recreation and parks maintenance, and capital improvements can come from a range of sources including user fees, local, state, and federal grant monies, private donors, business sponsorships, and department reserve funds. In addition, some projects may receive assistance in other forms such as volunteer services, equipment services, or donation of supplies.

In order to avoid liability issues due to poor maintenance, the Town of Hampden may wish to consider due diligence for existing field and facilities needs.

Action Item	Priority Level	Relates to Goal #	Justification
Land identification and acquisition for 50+ acres for future field and facility development	1	1/2	Current participation levels and future growth of programs and participant levels depend on the ability to “house” these users for their chosen activity. Currently two Affiliated programs are utilizing private lands to accommodate their program, and the department is leasing space for offices, indoor department programming, and department storage. Provisions should be made to accommodate growing needs for services.
Increase Parking at the Lura Hoyt Pool Fields (Recreation portion of shared parking lot)	3	1/2	Current participation levels exceed the number of vehicles able to be accommodated in the parking lot with overflow for the recreation parking on Western Avenue. On a Saturday game parked cars on Western Avenue typically stretch from Evergreen Drive to the Town Office, and safety is a real concern for driver visibility and traffic flow.
Develop Additional Sports Field(s) for Soccer and Football Programming	1	1	Field space needs to satisfy current program participation levels with potential loss of HO Bouchard complex due to development (end of 2015) and other privately owned field spaces that could become unavailable for use in the future.
Negotiate Lease extension with HHA LLC for Skehan Recreation Center space back to 5 years, then renewable yearly, with opt out clause with one year notice by either party	1	1/2	Currently the Town is half way through the current lease agreement period of 5 years. The Skehan Center space has been successful in supporting indoor program opportunities paid entirely through user and rental fees of the Recreation Department. In consideration with the 2015 Recreation Planning Survey results over 80% of the respondents felt and indoor facility was of some importance or more to the future of recreation opportunities in Hampden.
Address facility maintenance and safety issues at VFW Recreation facility to provide safe recreation experience for user groups	2	1/2	2 Tennis Courts and 3 Outdoor Basketball Courts located at the VFW Recreation facility need resurfacing and relining to fill in large cracking on play surface. In addition, fill should be added to the parking lot side of the Outdoor Basketball Courts to even out the elevation between the parking lot and the court surface.
Creation and adoption of a	3	1/3	In order to plan for budgeting of maintenance items, safety

long term written maintenance plan for facilities and park areas			concerns of facilities and park areas, and regular maintenance and upkeep items that will potentially avoid costly repairs.
Promotion of available parks/trails, and the amenities that can be accessed onsite	4	3	The 2015 Recreation Plan showed a high priority for need for parks/trails maintenance/upgrade/expansion, but low user levels or lack of knowledge of available areas for use.
Research park and trail opportunities for assistance with park/trail maintenance, and/or park trail creation. This would include grant funding or manpower to complete these opportunities.	5	3	Gaining the knowledge and understanding of what opportunities exist for assistance with town parks and trails will help with feasibility for these type of projects for the future of Hampden. Many grant opportunities have set criteria to apply and may require proposals that identify matching fund sources. In addition, grant funding cycles are lengthy and oftentimes prospective projects must be submitted well in advance of actual project occurring.
Reestablishment of a third full time department position with benefits to assist with current department services and growth, paid exclusively from the department enterprise budget.	2	2	Additional program offerings and additional department revenue may be possible with the addition of a full time position. Currently, the taxation budget pays for two full time positions with benefits (Department Director and Assistant Director) with much of the responsibilities of these positions being administrative and supervisory. An additional full time position with benefits would be attractive to securing a quality employee who understands the time demands for a recreational position, and has interest in gaining hands on experience in department programming and operations.



-  Wetland Boundary
-  Wetland
-  Stream
-  Trail
-  Drainage
-  Pipeline



DEP Questions

Note - these are questions Sean Currier and I prepared for our meeting with DEP on Sept. 22.

Tiffany LaClair
Environmental Specialist II
Bureau of Land Resources
Eastern Maine Regional Office
Maine Department of Environmental Protection
207-215-7346

- 1) Is the Site Law (Site Location of Development) the only permit we would need to cut trees, grub, install new athletic fields and associated parking?
- 2) Would a permit associated with the athletic fields preclude us from developing the parcel further? What would be necessary if we modify (add buildings) at a later date?
- 3) What is the maximum area of the wetlands that can be disturbed on the parcel? What is the maximum area of the parcel that can be disturbed?
- 4) Can wetlands be filled with a "Permit by Rule" and what protocol needs to be followed to do so (field verification of area filled, etc)?
- 5) Can we build a gravel access road across the drainage ditch to join the two sides of the parcel from the Town Office to the Pool?
- 6) What is the maximum impervious area we can have if we obtain the Site Law permit?
- 7) Are there timing restrictions with different phases of construction that need to be adhered to?
- 8) Does this parcel need a Natural Resource Protection Act Permit?
- 9) Are State provided 2' contours acceptable for the permit or does the site need to be surveyed for engineering quality accuracy?
- 10) If stumping / grubbing occurs prior to issuance of Site Law permit, what erosion controls are required to ensure no impact on resource areas (wetlands)?

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



D-5-g
Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council
Administration & Finance Committee

FROM: Angus Jennings, Town Manager

DATE: September 27, 2016

RE: Recommended approval of FY17 Service Charges

The attached service charge calculations are brought forward for Council review and approval. The Service Charge is calculated based on the formula set forward in Sec. 4 of the Service Charge Ordinance, a copy of which is attached.

Last year, a question arose regarding whether the Assessor's determination of charges takes into account the organization's prior year's gross annual revenues. The answer is no, not at this stage of the process. An organization's gross annual revenues are not considered in calculating the Service Charge; rather, an organization may petition the Council to reduce its Service Charge to ensure that it does not exceed 2% of the organization's gross annual revenues. (See Sec. 6 of the Ordinance).

In the event that one or more organizations seek a reduction in their Service Charge, the organization would be required to submit an audited financial statement of its prior year's operations, and the 2% limitation on Service Charge would be based on that amount.

Upon Council approval, Service Charges will be levied in the amounts indicated (attached).

cc: Kelly Karter, Assessor

**Town of Hampden
RECEIVED**

SEP 26 2016

**Office of the
Town Manager**

To: Angus Jennings, Town Manager
From: Kelly Karter, Assessor *Kelly*
RE: Service Fee Calculations
Date: September 26, 2016

Following is a listing of the calculated service fees that apply to residential property according to our Service Fee Ordinance.

I have added wording to the billing regarding the financial information for each entity as of June 30, 2016, per Tom Russell's suggestion.

Acadia Hospital dba Aspenledge is back in the listing this year as they are occupying and using the facility, making it exempt from taxation

The list is as follows:

Penquis Mental Health	\$ 1,992.51
Community Housing of Maine	\$ 2,145.78
OHI George St.	\$ 2,139.36
OHI Patterson Rd.	\$ 1,662.39
Medical Care Development	\$ 5,386.85
The Housing Foundation	\$22,507.11
Acadia Hospital Corp/Aspenledge	\$ 4,008.60
Total Service Fees	\$39,842.57

These fees have been calculated according to the ordinance. Some will change once the financials are submitted.

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: Penquis Mental Health Service Charge

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Penquis Mental Health

Property Location: 1012 Carmel Road North
Hampden, Maine 04444

Legal Description: Map 1 Lot 31-A
Book 11872 Page 215

2013 Municipal Budget	\$ 7,617,880 (Original Budget Less Gen. Asst. of \$10,000)
Divided By Total Valuation	\$646,097,160 (=0.01179)
Times the Just Value	\$ 169,000
Service Charge Due	\$ 1,992.51

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter



Date: September 26, 2016

Subject: Community Housing of Maine

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Community Housing of Maine

Property Location: 177 Canaan Road
Hampden, Maine 04444

Legal Description: Map 5 Lot 27-A
Book 10137 Page 137

2016/2017 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 182,000

Service Charge Due \$ 2,145.78

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: OHI

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: OHI

Property Location: 35 George St
Hampden, Maine 04444

Legal Description: Map 23 Lot 70-C
Book 9404 Page 115

2013 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097.160 (=0.01179)

Times the Just Value \$ 184,000

Service Charge Due \$ 2,169.36

MEMO

To: Angus Jennings

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: OHI

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: OHI

Property Location: 143 Patterson Road
Hampden, Maine 04444

Legal Description: Map 5 Lot 39
Book 9144 Page 102

2016/17 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 141,000

Service Charge Due \$ 1,662.39

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter 

Date: September 26, 2016

Subject: Medical Care Development; DBA Hampden Meadows

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Medical Care Development; DBA Hampden Meadows

Property Location: 1282 Kennebec Road
Hampden, Maine 04444

Legal Description: Map 1 Lot 23-A
Book 5818 Page 81

2013 Municipal Budget	\$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)
Divided By Total Valuation	\$646,097,160 (=0.01179)
Times the Just Value	\$ 456,900
Service Charge Due	\$ 5,386.85

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: The Housing Foundation

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: The Housing Foundation

Property Location: 113 Western Avenue
Hampden, Maine 04444

Legal Description: Map 31 Lot 8
Book 4249 Page 321

2016/2017 Municipal Budget \$ 7,617,880 (Original Budget Less Gen Asst of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 1,909,000

Service Charge Due \$22,507.11

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: Acadia Hospital Corp.; DBA Aspenledge

In accordance with the Service Charge Ordinance approved by the Hampden Town council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Acadia Hospital Corp.; DBA Aspenledge

Property Location: 25 Mayo Road
Hampden, Maine 04444

Legal Description: Map 6 Lot 29-A
Book 5027 Page 71

2012 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 340,600

Service Charge Due \$ 4,008.60

TOWN OF HAMPDEN
SERVICE CHARGE ORDINANCE

Sec. 1. Authority. This Ordinance is enacted pursuant to 30-A M.R.S.A. § 3001 and 36 M.R.S.A. § 652(1)(L).

Sec. 2. Purpose. The purpose of this Ordinance is to establish an annual service charge to recover the cost of providing municipal services, other than education and general assistance, to owners and/or occupants of certain institutional and organizational real property which is otherwise exempt from state or municipal taxation.

Sec. 3. Creation of Service Charge. An annual service charge is hereby established, effective with the municipal fiscal year commencing on July 1, 1992. The service charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is otherwise totally exempt from property taxation and is used to provide rental income. The service charge shall not apply to student housing or parsonages.

Sec. 4. Calculation of Service Charge. The service charge shall be calculated according to the actual cost of providing municipal services to the property in question and the persons who use that property. Municipal services shall include, without limitation, the following: fire protection, police protection, road maintenance and construction, traffic control, snow and ice removal, sewer service, sanitation services, and any other services. For the purpose of this Ordinance, municipal services shall not include education and general assistance. The service charge for each property shall be determined in accordance with the following formula:

$$\frac{B}{V} \times JV = SC$$

where:

B = Budget for the current fiscal year for municipal services, except education and general assistance

V = Total taxable valuation of municipality for the current fiscal year

JV = Just Value of property in question

SC = Service Charge of property in question.

The Assessor shall provide the municipal officers with the following information at the time of the annual tax commitment: (1) list of property to which a service charge is applicable under this ordinance, (2) total taxable valuation of the municipality for the current fiscal year, and (3) the just value of the properties in question. The Town Manager shall provide the municipal officers with the amount of the budget for municipal services for the current fiscal year, along with a proposed service charge for each property based on the foregoing formula.

Sec. 5. Levy of Service Charge. The municipal officers shall levy the annual service charge on the tax exempt property subject to a service charge under this Ordinance, and shall establish a due date for payment of the same. The Treasurer shall send a statement to every affected property owner setting forth the amount of the service charge levied on the subject property.

Sec. 6. Limitation on Service Charges. The total service charges levied by the municipal officers under this Ordinance against any institution or organization shall not exceed 2% of the gross annual revenues of that institution or organization. Provided, however, that in order to qualify for the foregoing limitation, the institution or organization shall file with the municipal officers an audit of the revenues of the institution or organization for its last fiscal year which ended immediately prior to the municipal fiscal year for which the service charge was levied. The municipal officers shall abate the service charge amount that is in excess of 2% of the gross annual revenues.

Sec. 7. Collection. Unpaid service charges shall be collected in any manner available to the municipality, including, without limitation, the procedure provided in 38 M.R.S.A. § 1208, as may be amended from time to time.

Sec. 8. Use of Revenues. Revenues accrued from service charges shall be used, as much as possible, to fund the cost of providing the municipal services which were considered in calculating the service charges.

Sec. 9. Appeals. Any institution or organization may challenge the decision of the municipal officers to levy a particular service charge or the amount of a particular service charge by filing an appeal with the Board of Assessment Review. Such appeals shall be filed in writing with the Town Clerk within 60 days of the date on which notice is provided to the institution or organization by the Treasurer under Sec. 5 above indicating the amount of the service charge levied by the municipal officers. The Board of Assessment Review shall conduct a public hearing on the appeal and shall issue a written decision thereon within 60 days of the date that the appeal was filed with the Town Clerk. Failure to issue a decision on an appeal within 60 days of the date the application was filed shall be deemed to

be a denial thereof. The appeal shall be processed in accordance with all applicable laws or ordinances, and such rules of procedure as may be established by or for the Board of Assessment Review. Any decision by the Board may be appealed to Superior Court by an aggrieved party pursuant to Rule 80B of the Maine Rules of Civil Procedure.

Sec. 10. Severability. Should any provisions of this Ordinance be declared invalid by the Courts, such decision shall not invalidate any other provision of this Ordinance.

Adopted By Hampton Town Council: 5/18/92

D-5-h

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: September 29, 2016
RE: Proposed Confined Space Entry Policy

DPW Director Currier, working with Public Safety Director Rogers, has recommended the attached Confined Space Entry Policy.

This policy would simply codify current practice. At this time, no Town staff have the proper equipment or training to conduct confined space entries. Director Currier advises that the training requirements are substantial.

If the Town's capacity to perform such entries changes in the future this proposed policy could be revisited at that time.

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)

Order 2016-03

Adoption: October 03, 2016

ORDER ESTABLISHING CONFINED SPACE ENTRY POLICY

BACKGROUND: The Town of Hampden has multiple types of confined spaces that need servicing from time to time. Any repairs, maintenance or inspection (by entry) to a confined space shall be completed by outside contractors, not Town employees.

A "confined space" is defined as a space large enough and so configured that an employee can bodily enter and perform assigned work; and has limited or restricted means for entry or exit; and is not designed for continuous employee occupancy.

ORDERED, that the Town Council hereby approves the following policy to govern confined space entry:

No confined spaces (permitted or non-permitted) shall be entered by a Town of Hampden employee for any reason other than for emergency rescues by properly trained public safety personnel with the proper rescue equipment. Confined spaces needing attention will be entered by hired contractors with the proper training and equipment (gas meter, ventilators, fall protection, retrieval devices, etc.) to do the confined space entry.

This Order may be modified or rescinded in the future by Council vote based on changes to Town of Hampden equipment and/or training.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

D-5-i

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: September 29, 2016
RE: Business Park TIF

Please find attached the proposed Scope of Services and Professional Fee Reimbursement Agreement for the Business Park TIF. The Scope of Services was reviewed and referred by the P&D Committee at their September 21 meeting. The Professional Fee Reimbursement Agreement will be reviewed by the Finance Committee this Monday and, upon their referral, taken up by the Council the same evening.

As you know, pursuant to the Development Agreement between the Town and Sargent Corp., the costs for consultant and legal fees for the TIF will be borne by Sargent; however, the Town would be Rudman Winchell's client for this project, and would handle invoices through an escrow account funded by Sargent.

The Scope of Services reflects input from me, the Assessor, the Town Planner, and Rudman Winchell. I shared this latest draft with Chip Laite and Brent Hartley at Sargent Corp earlier this week, and spoke with Brent this afternoon. Chip is on vacation this week so will not have the opportunity to review this draft until Monday. If Sargent would like to see revisions, we hope to get these finalized and agreed during the day on Monday so the Council can approve these documents that night. This milestone will be important to maintain the overall project timeline.

Town of Hampden Maine Professional Fee Reimbursement Agreement

This AGREEMENT is made this ____ day of _____, 2016 by and between the **Town of Hampden Maine**, a municipal corporation and body politic located in Penobscot County, Maine (hereinafter "**Municipality**"), and **Sargent Corporation**, a business corporation organized and existing under the laws of the State of Maine, with offices at 378 Bennoch Road Stillwater (Old Town) Maine and 489 Odlin Road, Bangor Maine, hereinafter referred to as the "**Developer**."

RECITALS

WHEREAS, the Municipality and the Developer have agreed to apply for designation of a tax increment financing district (the "**District**") within the Municipality, the adoption of a development program for the District and the execution of a credit enhancement agreement, all pursuant to Title 30-A Maine Revised Statutes, Chapter 206, for the benefit of the Developer's planned development project (the "**Project**");

WHEREAS, the Municipality plans to prepare and submit an application to the State of Maine Department of Economic and Community Development for approval of the District designation and a development program for the District, and anticipates engaging an outside consultant and legal counsel for that purpose; and

WHEREAS, the Municipality will incur certain costs in connection with its preparation and municipal approval of the District, the District development program and related documents and agreements and submission to DECD; and

WHEREAS, the Municipality has requested that the Developer reimburse the Municipality for the aforementioned costs, as such costs will be solely and directly attributable to the Municipality's review of the application, are not provided for in the Municipality's budgets, and should be borne by the Developer and not by the Municipality or its residents.

NOW, therefore, the Developer hereby agrees to reimburse the Municipality for reasonable expenses incurred by the Municipality in connection with the Municipality's preparation and approval of the District, the District development program and related documents and submission to DECD, up to but not exceeding Seventeen Thousand and Five Hundred Dollars (\$17,500.00) (the "**Fee Cap**").

1.0 REIMBURSABLE COSTS

"**Reimbursable Costs**" shall mean of all reasonable and documented outside professional costs, legal fees, accounting, application fees, mailing charges, travel, or other costs reasonably incurred by the Municipality in preparing and approving the District's designation and the District development program, including preparation of related documents and agreements, including credit enhancement agreements, if any. The Developer agrees to pay such Reimbursable Costs, in a cumulative amount not to exceed Five Hundred Dollars (\$500.00),

whether or not the District is ultimately approved by both the Municipality and State of Maine Department of Economic and Community Development.

2.0 MUTUAL ACCEPTANCE OF COSTS

It is understood that the Municipality has engaged Rudman Winchell to provide consulting and legal services in connection with the Municipality's review of the application ("Municipality Legal Counsel"). It is understood and agreed by the parties that the Municipality's engagement of consultant Noreen Norton and legal counsel Erik Stumpfel for these purposes and consistent with the Fee Cap is reasonable and necessary for the purposes contemplated herein.

3.0 TIMING OF REIMBURSEMENT PAYMENTS

The Developer agrees to promptly reimburse the Municipality for all Reimbursable Costs as follows. The Municipality shall submit monthly invoices to the Developer for Reimbursable Costs incurred by the Municipality during the preceding month. The Municipality's invoices to the Developer shall be based on invoices that have been received by the Municipality from Municipality Legal Counsel, or others, even though not yet paid by the Municipality. The Developer shall pay each invoice issued to the Developer by the Municipality in full, within twenty (20) days following the Developer's receipt of the invoice concerned. If Developer disagrees with any portion of an invoice, it shall notify the Municipality in writing the amount in dispute and the reason for its disagreement within twenty (20) days after receipt of the invoice, and shall pay the portion not in dispute. Developer may at any time (including up to one (1) year after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the Municipality agrees to make its employees, consultants and agents available to answer Developer's questions about invoices.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Developer Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing*. Developer is validly existing as a business corporation in the State of Maine and is authorized to do business within the State of Maine.

(b) *Approval and Authorization*. Developer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Developer is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Developer, enforceable in accordance with its terms.

4.2 Municipality Representations and Warranties. The Municipality makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing.* The Municipality validly exists as a political subdivision in good standing under the laws of the State of Maine.

(b) *Approval and Authorization.* The Municipality has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Municipality has duly authorized the execution and delivery of this Agreement and the Municipality's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Municipality, enforceable in accordance with its terms.

(c) *Lack of Relation to Municipality's Determinations.* The Developer's payments under this Agreement, which are being made at the Municipality's request, shall not influence or have any bearing whatsoever upon the Municipality's determination with respect to any application.

5.0 ENTIRE AGREEMENT

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements nor incorporated herein.

6.0 MODIFICATION

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

7.0 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

8.0 NOTICES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission (with automatically generated confirmation of receipt) to the parties at the facsimile numbers listed below:

a. **If to the Developer:**

Sargent Corporation
378 Bennoch Road
Stillwater (Old Town) Maine 04489

Tel. (207) 827-4435
Fax (207) 827-6150

b. If to the Municipality:

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

Tel. (207) 862-3034
Fax (207) 862-5067

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

9. MISCELLANEOUS

9.1 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

9.2 Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

9.3 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date first written above.

SARGENT CORPORATION
DEVELOPER

By: _____
Name:
Title:
Duly Authorized

TOWN OF HAMPDEN
MUNICIPALITY

By: _____
Name: Angus Jennings
Title: Town Manager
Duly Authorized

Town of Hampden Maine Professional Fee Reimbursement Agreement

This AGREEMENT is made this _____ day of _____, 2016 by and between the **Town of Hampden Maine**, a municipal corporation and body politic located in Penobscot County, Maine (hereinafter "Municipality"), and **Sargent Corporation**, a business corporation organized and existing under the laws of the State of Maine, with offices at 378 Bennoch Road Stillwater (Old Town) Maine and 489 Odlin Road, Bangor Maine, hereinafter referred to as the "Developer."

RECITALS

WHEREAS, the Municipality and the Developer have agreed to apply for designation of a tax increment financing district (the "District") within the Municipality, the adoption of a development program for the District and the execution of a credit enhancement agreement, all pursuant to Title 30-A Maine Revised Statutes, Chapter 206, for the benefit of the Developer's planned development project (the "Project");

WHEREAS, the Municipality plans to prepare and submit an application to the State of Maine Department of Economic and Community Development for approval of the District designation and a development program for the District, and anticipates engaging an outside consultant and legal counsel for that purpose; and

WHEREAS, the Municipality will incur certain costs in connection with its preparation and municipal approval of the District, the District development program and related documents and agreements and submission to DECD; and

WHEREAS, the Municipality has requested that the Developer reimburse the Municipality for the aforementioned costs, as such costs will be solely and directly attributable to the Municipality's review of the application, are not provided for in the Municipality's budgets, and should be borne by the Developer and not by the Municipality or its residents.

NOW, therefore, the Developer hereby agrees to reimburse the Municipality for reasonable expenses incurred by the Municipality in connection with the Municipality's preparation and approval of the District, the District development program and related documents and submission to DECD, up to but not exceeding Seventeen Thousand and Five Hundred Dollars (\$17,500.00) (the "Fee Cap").

1.0 REIMBURSABLE COSTS

"Reimbursable Costs" shall mean of all reasonable and documented outside professional costs, legal fees, accounting, application fees, mailing charges, travel, or other costs reasonably incurred by the Municipality in preparing and approving the District's designation and the District development program, including preparation of related documents and agreements, including credit enhancement agreements, if any. The Developer agrees to pay such Reimbursable Costs, in a cumulative amount not to exceed Five Hundred Dollars (\$500.00),

whether or not the District is ultimately approved by both the Municipality and State of Maine Department of Economic and Community Development.

2.0 MUTUAL ACCEPTANCE OF COSTS

It is understood that the Municipality has engaged Rudman Winchell to provide consulting and legal services in connection with the Municipality's review of the application ("Municipality Legal Counsel"). It is understood and agreed by the parties that the Municipality's engagement of consultant Noreen Norton and legal counsel Erik Stumpfel for these purposes and consistent with the Fee Cap is reasonable and necessary for the purposes contemplated herein.

3.0 TIMING OF REIMBURSEMENT PAYMENTS

The Developer agrees to promptly reimburse the Municipality for all Reimbursable Costs as follows. The Municipality shall submit monthly invoices to the Developer for Reimbursable Costs incurred by the Municipality during the preceding month. The Municipality's invoices to the Developer shall be based on invoices that have been received by the Municipality from Municipality Legal Counsel, or others, even though not yet paid by the Municipality. The Developer shall pay each invoice issued to the Developer by the Municipality in full, within twenty (20) days following the Developer's receipt of the invoice concerned. If Developer disagrees with any portion of an invoice, it shall notify the Municipality in writing the amount in dispute and the reason for its disagreement within twenty (20) days after receipt of the invoice, and shall pay the portion not in dispute. Developer may at any time (including up to one (1) year after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the Municipality agrees to make its employees, consultants and agents available to answer Developer's questions about invoices.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Developer Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing.* Developer is validly existing as a business corporation in the State of Maine and is authorized to do business within the State of Maine.

(b) *Approval and Authorization.* Developer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Developer is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Developer, enforceable in accordance with its terms.

4.2 Municipality Representations and Warranties. The Municipality makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing.* The Municipality validly exists as a political subdivision in good standing under the laws of the State of Maine.

(b) *Approval and Authorization.* The Municipality has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Municipality has duly authorized the execution and delivery of this Agreement and the Municipality's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Municipality, enforceable in accordance with its terms.

(c) *Lack of Relation to Municipality's Determinations.* The Developer's payments under this Agreement, which are being made at the Municipality's request, shall not influence or have any bearing whatsoever upon the Municipality's determination with respect to any application.

5.0 ENTIRE AGREEMENT

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements nor incorporated herein.

6.0 MODIFICATION

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

7.0 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

8.0 NOTICES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission (with automatically generated confirmation of receipt) to the parties at the facsimile numbers listed below:

a. If to the Developer:

Sargent Corporation
378 Bennoch Road
Stillwater (Old Town) Maine 04489

Tel. (207) 827-4435
Fax (207) 827-6150

b. If to the Municipality:

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

Tel. (207) 862-3034
Fax (207) 862-5067

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

9. MISCELLANEOUS

9.1 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

9.2 Severability. In the event that any clause, provisions or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

9.3 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date first written above.

SARGENT CORPORATION
DEVELOPER

By: _____
Name:
Title:
Duly Authorized

TOWN OF HAMPDEN
MUNICIPALITY

By: _____
Name: Angus Jennings
Title: Town Manager
Duly Authorized

SCOPE OF SERVICES

HAMPDEN BUSINESS PARK TAX INCREMENT FINANCING (TIF) DISTRICT

Project Summary:

Designation and approval of a municipal Tax Increment Financing (TIF) District and District development program for the Hampden Business and Commerce Park, under Title 30-A, Chapter 206, Maine Revised Statutes.

Working closely with the Town of Hampden's Town Planner, Town Assessor and other Town staff, Rudman Winchell will provide all consulting and legal services necessary to create and obtain local approval and final DECD approval of the TIF District and District development program, including any related TIF credit enhancement agreement.

Background:

In 2001 and 2002, the Town of Hampden created the Hampden Business and Commerce Park on land owned by the Town. In April 2014, the Town entered into a development agreement with Sargent Corporation and affiliated Sargent entities for completion of roads and other infrastructure in the park that remained undeveloped at that time. In return for Sargent's work, Sargent received an option to acquire certain lots in the park for \$1.00 each, upon completion of infrastructure improvements serving the lots concerned. The development agreement also provides for designation of a TIF district for the park, and a TIF credit enhancement agreement between the Town and Sargent, providing Sargent with partial reimbursement of property taxes paid on account of new taxable development on certain lots within the park.

Disclosure:

Rudman Winchell attorney Erik M. Stumpfel Esq. served as counsel to Sargent Corporation in negotiating the 2014 development agreement with the Town. Due to attorney Stumpfel's prior involvement on behalf of Sargent, provision of legal services to the Town in connection with the project is contingent on a written conflict waiver from Sargent Corporation, currently being secured.

Acceptance of this proposal by the Hampden Town Council will be deemed to constitute a conflict waiver on the part of the Town.

Specific Services:

A number of steps are necessary to designate a TIF district and obtain final approval from DECD. The Town of Hampden, through its Town Planner and other Town staff, can undertake and perform a number of these steps. We propose that the necessary steps and tasks be allocated between Rudman Winchell and the Town as follows:

(1) *Determine the area to be included in the TIF district.* Under the development agreement, the TIF District must include the business park. The District may also include other areas where the Town wants to encourage development or create TIF-funded improvements. These additional areas need not be contiguous with the Business and Commerce Park. A district map, showing the selected areas, must be prepared.

Allocation: The Town shall designate what additional areas, if any, are to be included in the TIF district, and shall provide all necessary mapping.

(2) *Prepare and write a development program.* The development program provides a description of the District and the goals and objectives of the TIF District designation. The development program also includes a list of TIF-eligible projects to be funded by the Town with the Town's share of TIF district revenues.

Allocation: The proposed development program will be prepared by Rudman Winchell economic development consultant Noreen Norton, in consultation with the Town Planner and the Town Council's Planning & Development committee.

(3) *Determine the "capture" percentage* (= the percentage of new taxable value to be included in the TIF district). For most TIFs, this figure is 100%. However Hampden, with some recent exceptions, has often limited the capture percentage to the percentage of taxes reimbursed to the project developer under a negotiated credit enhancement agreement. The capture percentage, and whether to set the percentage at a level that will generate Town TIF revenues in addition to amounts reimbursed to the developer under a CEA, are policy questions for the Town.

Allocation: Town of Hampden.

(4) *Prepare TIF revenue projections and "tax shift" calculations.* TIF revenue projections and tax shift calculations are required elements of a final TIF application to DECD. The tax shift projections measure the impact of the TIF district designation on State funding formulas and county taxes on an annual basis, for the full term of the district.

Allocation: Rudman Winchell, Noreen Norton. This shall include a presentation to the Town Council or its Planning & Development Committee (which may be a component of a larger presentation).

(5) *Prepare TIF public hearing notice and advertisement.* Maine's TIF statute requires the Town to conduct at least one advertised public hearing prior to final action by the Town Council on the TIF.

Allocation: Rudman Winchell, Noreen Norton (with review by legal counsel).

(6) *Prepare information materials for public hearing.*

Allocation: Rudman Winchell, Noreen Norton. Noreen's materials may be supplemented by Town-prepared materials.

(7) *Attend and present information at the TIF public hearing.*

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel.

(8) *Prepare form of Town Council's approval vote.*

Allocation: Rudman Winchell, Erik Stumpfel.

(9) *Prepare minutes of TIF public hearing and Town Council vote.*

Allocation: Town of Hampden.

(10) *Prepare TIF credit enhancement agreement.* A TIF credit enhancement agreement typically refunds a portion of property taxes generated by new development in the TIF district to the project developer. In this instance, the material terms of the CEA have already been negotiated as part of the 2014 development agreement. Accordingly, the task for this project is limited to preparing a CEA document in accordance with the previously negotiated terms.

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel.

(11) *Prepare DECD application exhibits.* Required exhibits to the final DECD application include TIF District and area maps; a certification of the District's "original assessed value" by the Town's assessor; the TIF revenue projections and tax shift calculations; evidence of compliance with the TIF public hearing requirement, including minutes of the public hearing; and an attested copy of the final approval vote by the Town Council. Copies of any approved credit enhancement agreements for the District must also be provided with the application.

Allocation: The Town will be responsible for preparing the TIF District and area maps; the assessor's OAV certificate; minutes of the TIF public hearing; and an attested copy of the Town Council's final approval vote. Rudman Winchell (Noreen Norton) will be responsible for preparing all other exhibits.

(12) *Prepare and assemble final application to DECD.*

Allocation: Rudman Winchell, with data input as needed from the Town.

(13) *Pre-meeting with DECD to vet (Smitty: "test drive") the application; additional meetings with DECD as necessary.*

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel, including advance notification of the meeting to the Town Manager.

(14) *Legal review and advice, as needed.*

Allocation: Rudman Winchell, Erik Stumpf

Compensation:

All consulting and legal services for the project will be provided at Rudman Winchell's standard municipal rate of \$175 per hour, with a total project "not-to-exceed" cap of seventeen thousand dollars (\$17,000.00).

SCOPE OF SERVICES

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