



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 7, 2013

7:00 P.M.

• **5:30 pm – Finance & Administration Committee Meeting**

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

- a. Municipal Review Committee – Letter Discussing Legislation Impacting Future MSW Disposal
- b. Hampden Historical Society/Gretchen Heldmann – Thank You

4. REPORTS

- a. Finance & Administration Committee Minutes – 9/16/13
- b. Infrastructure Committee Minutes – 9/23/13
- c. Monthly Department Reports – September 2013
- d. Rapid Renewal Reports – July, August & September 2013

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Warrant for Municipal Election
- b. Notice of Election – State of Maine Referendum

3. UNFINISHED BUSINESS

4. NEW BUSINESS

- a. Request to use Computer Reserve funds for Replacement of Town Office Server
- b. Rancourt Town Farm Subdivision Open Space Acceptance Request

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

- c. Chickadee Crossing Subdivision
 - 1. Acceptance of Chickadee Lane as Town Way
 - 2. Acceptance of Conservation Easement
- d. School Resource Officer – Acceptance of Grant
- e. Sucker Brook Watershed Plan – Acceptance of Grant
- f. Reschedule Meetings:
 - 1. November 4th Council Meeting
 - 2. October Services Committee Meeting to Tuesday, Oct. 15th
- g. Cancer Rate – Coldbrook Road Area – Councilor Duprey
 - 1. Request to hear from area residents;
 - 2. Request for Town to pay for 3rd Party Survey of area's current and former residents

- D. COMMITTEE REPORTS
- E. MANAGER'S REPORT
- F. COUNCILORS' COMMENTS
- G. ADJOURNMENT

■ 395 State Street
■ Ellsworth, ME 04605
■ www.mrcmaine.org



MRC
Municipal Review Committee, Inc.

866-254-3507
207-664-1700 ■ Voice
207-667-2099 ■ Fax
glounder@mrcmaine.org ■ E-mail

TO: Charter Municipalities
FROM: Greg Louder, Executive Director, Municipal Review Committee, Inc. (MRC)
RE: Letter Discussing Legislation Impacting Future MSW Disposal
DATE: 12 September, 2013

On behalf of the Municipal Review Committee (“MRC”), I have been asked to provide an explanation of the attached letter that some communities have received from the Doyle & Nelson law firm. The letter is confusing in that, while it opens with the phrase “As one of the MRC communities that disposes its MSW at PERC”, it does not state who Doyle & Nelson is actually representing. The letter was sent, without our knowledge, presumably at the direction of PERC’s general partner, USA Energy Group based in Minneapolis, MN to solicit support for legislation for which they are lobbying. In the past, MRC has informed USA Energy Group of its opposition to the legislation as written. Therefore, the MRC would like to provide background on the relationship of the legislation to our efforts to protect your municipal solid waste disposal interests beyond 2018 and to provide you with a couple of suggestions on how you might respond to the letter or any follow up contact that may follow.

The MRC has been committed to its mission of handling MSW from Charter Municipalities in a way that is affordable, environmentally sound, and focused on the long term. For over 20 years, this solution has involved delivery of Charter Municipality MSW to the Penobscot Energy Recovery Company (“PERC”) waste-to-energy facility in Orrington, which was built in the 1980’s. As the 30-year agreement between the communities and PERC ends in 2018, the MRC has been actively planning for the next phase. Extending the status quo with PERC may prove to be in the best interest of the Charter Municipalities in 2018 and beyond, but with the expiration of the existing electricity sales contract and projected electricity and MSW markets beyond 2018, the PERC facility in its current configuration is not likely to present the same long-term solution as it has for the past 25 years.

USA Energy Group has informed MRC of their position that continuing the current technology is the most cost effective method of handling MSW. The MRC is independently examining new technologies for retrofit or replacement of the PERC facility that are consistent with MRC’s mission and the state of the markets for future energy products that might be produced from MSW. For example, the MRC is investigating a variety of new technologies for retrofitting the PERC facility that would allow for more recycling and would minimize or avoid exposure to penalties for shortfalls in delivering enough MSW to comply with the guaranteed annual tonnage (“GAT”), which is a requirement of the current agreements with PERC.

The proposed legislation referenced in the attached letter, LD 1483, presumably is intended to level the playing field between landfill and waste-to-energy disposal options. However, in our view, it is seriously flawed, and its inevitable consequence will be to drive up disposal costs for all solid waste disposal users, including the MRC communities. MRC has informed USA Energy Group of its views on this legislation on multiple occasions. We are concerned this

proposed legislation could undermine the planning process that MRC has undertaken by prematurely foreclosing upon our options to make changes that will need to occur in 2018 to secure continued affordable, long term and environmentally sound disposal of MSW after 2018.

We have asked the law firm from which this letter originated to address any future correspondence directly to the MRC through its legal counsel. We also understand that the letter was received by some chosen subset of Charter Municipalities. This could be a concerted effort to undermine the collective strength of 187 communities banded together with a common purpose.

The letter invites MRC communities to meet with USA Energy Group to discuss this legislation. We do not want to discourage your community from hearing views differing from our own, but we suggest you condition any discussion or meeting to include MRC's participation. An additional response to consider is for your community to write to USA Energy Group and request that any future correspondence involving PERC's future to be provided in collaboration with the MRC. Please copy me on any such response.

Always remember that we are constantly working to ensure that your best interests are being looked after and we are here as your resource for understanding these difficult issues. Please feel free to contact me anytime with questions at 1-866-254-3507 or 664-1700 or glounder@mrcmaine.org.

LAW OFFICES OF
DOYLE & NELSON
150 Capitol Street
Augusta, ME 04330
WWW.DOYLENELSON.COM

Karen


JON R. DOYLE
CRAIG H. NELSON

207-622-6124
FAX 207-623-1358

L. DENNIS CARRILLO

RCARR@DOYLENELSON.COM

September 6, 2013

Stephen Bost, City Manager
City of Brewer
80 North Main Street
Brewer, ME 04412

Dear Mr. Bost:

As one of the Municipal Review Committee (MRC) communities that disposes of its trash at PERC, we wanted to provide you with a copy of a bill that is very important to all communities.

LD 1483, "An Act to Promote and Enhance State Policy to Preserve and Support Existing Methods of Disposal of Municipal Solid Waste", a copy of which is enclosed, addresses the issue of how best to dispose of Maine's trash in the most economical and responsible manner. The bill addresses the problems associated with the expiration of "PURPA" contracts which expire in 2018. In addition, this bill contains funding to help communities pay tipping fees while encouraging the continuing incineration of trash which reduces waste by 90%, requiring only 10% to be landfilled, and at the same time generates electricity.

Given the results of polling conducted by Pan Atlantic SMS Group this spring in a statewide poll, only 5% of Maine people preferred disposing of trash in a landfill.

We encourage you to read LD 1483 and, additionally, to visit our website at www.doynelson.com. The website contains material information on the legislation; economic studies we have had completed by the University of Maine; and other data.

We will be contacting you soon to schedule a meeting time when I can provide you with more information and discuss this very important piece of legislation with you.

Sincerely,



Roderick Carr

RWC/als
Enclosure

A-3-b

Oct 1, 2013

Dear Gretchen,

Thank you for the excellent work you did on the 1862 map showing the current day roads and streams.

This map will be a great addition to our map file as visitors like to research where their ancestors lived in Hampden.

Thank you for your kindness and expertise.

Sincerely,

Ken Powell

Hampden Historical Soc.
Archives

FINANCE & ADMINISTRATION COMMITTEE MEETING MINUTES
Monday, September 16, 2013

Attending:

| | |
|-------------------------------|-------------------------------|
| Mayor Janet Hughes | Town Manager Sue Lessard |
| Councilor Tom Brann | Public Safety Dir. Joe Rogers |
| Councilor Jean Lawlis | Resident Terry McAvoy |
| Councilor Carol Duprey | |
| Councilor William Shakespeare | |

The meeting was opened at 6:04 p.m. by Mayor Hughes

Two items were added to the agenda for consideration:

- Review of Bids for air-fill system for Fire Department
 - Review of Easements to Water District re: Billington Subdivision
1. Meeting Minutes
 - a. August 19, 2013 – Motion by Councilor Shakespeare, seconded by Councilor Lawlis to accept the minutes as presented. Unanimous vote in favor.
 2. Review & Sign Warrants – Committee members reviewed and signed payment warrants. Mayor Hughes asked about a payment related Harmony Hall and the Town Manager explained that the Garden Club had received a grant from the Maine Historic Preservation Commission and that the Town was acting as the pass-through agent for the project.
 3. Financial Statements – August 2013 – The Town Manager reviewed the August 31, 2013 financial statements. It is one of the lowest cash-position months of the year because the first half of taxes are not due until October 2nd, however, since tax bills went out on 8/28/23 some people have already come in to pay the tax bills.
 4. Old Business
 - a. Use of Marina Reserve Funds – Repair of Town Float – The Town Manager explained that the Infrastructure Committee had reviewed the updated invoice for float repair and recommended that the Council approve the expenditure. Motion by Councilor Lawlis, seconded by Councilor Shakespeare to recommend to the full Council the payment of the float repair invoice from Marina Reserve, Unanimous vote in favor.
 5. New Business
 - *a. Review of Bids for air-fill system for Fire Department – Chief Rogers presented bids received for an air-fill system for the department's scba and scuba tanks. The department received a grant of up to \$40,000 for the system and it requires a 5% match from the Town. The Town received 6 bids from 3 vendors. The Department is requesting that the Committee recommend that the bid be awarded to Industrial Protection Services in the amount of \$37,938. That bid is \$938 higher than the low bid for comparable equipment proposed by American Fire Equipment, but Industrial Protection Services is an in-state

company with a local representative in Ellsworth. In addition, the proposed equipment is serviced by the same entity that services Scott Air Packs – which is the brand of equipment that the Town has in use. In addition, Industrial Metal's bid indicated that it would use a Hampden electrical contractor to do the electrical work needed at the fire station for installation. The difference in cost for the town would be \$97 since the Town only has a 5% contribution required. Motion by Councilor Brann, seconded by Councilor Ryder to recommend to the full Council that the bid from Industrial Protection Services of \$37,938 be accepted and that the match be taken from Matching Grants reserve in the amount of \$1897. Unanimous vote in favor.

*b. Water District Easements – The Finance Committee reviewed the location of the proposed easements for the Water District over Town property for water service to the Billington Subdivision on Route 1A. No recommendation was made by the Finance & Administration Committee on this issue.

6. Public Comment - None
7. Committee Member comments – None

The meeting was adjourned at 6:47 p.m.

Respectfully submitted

Susan Lessard
Town Manager

INFRASTRUCTURE COMMITTEE MINUTES
Monday September 23, 2013

Attending:

Councilor William Shakespeare
Mayor Janet Hughes
Councilor Tom Brann
Councilor Jean Lawlis
Councilor David Ryder
Councilor Carol Duprey

Town Manager Susan Lessard
Public Works Director Chip Swan
Resident Terry McAvoy

The meeting was opened at 6:03 p.m. by Chairman Shakespeare.

1. MINUTES OF 8/26/2013 – The minutes of 8/26/13 were reviewed by the Committee. No changes were made and the minutes were approved by unanimous consent.
2. OLD BUSINESS
 - A. Discussion of sidewalk/intersection at Route 1A/Western Avenue – repair estimates – The Public Works Director reported to the Committee that Wellman Paving would be redoing the sidewalk/curbing from Fresh Ginger to Subway within two weeks. The cost of the project is \$6,750. He also presented an estimate for the Town Crew to do the work of \$7,995, not including traffic control. The reason for the high cost of doing the project for the crew relates to the cost of renting a roller sufficient for doing the job as well as the cost of renting an excavator.
 - B. Sidewalk inventory/condition – Public Works Director – The Public Works Director presented a list of all sidewalks in Hampden along with an estimate of current condition and a cost estimate for their renovation. He suggested that the Council consider using some of the reduced paving funds available this year for some of the worst sidewalks. Committee members asked for a list of roads to be considered for paving and indicated that they wished to review both the road list and the sidewalk list when they made their decision for 2014 and what would be paved.
 - C. Wood Disposal Alternatives – Cost Estimates – The Public Works Director presented information related to 4 options for the cost of construction of a pad/area for brush disposal if the Town were to consider an alternative to the current method of disposal (copy attached). At the present time, the transportation cost to the town for brush disposal is approximately \$3,600 per year. The disposal fee for wood has been eliminated as of August 27th due to an agreement where the Town insures that the brush transported is not contaminated with other types of wood or material. This information will be retained for use if the Town decides to pursue an alternative means of dealing with brush.
 - D. Wood Disposal Alternatives – Plan for comparison – The Public Works Director has made arrangements for a pulp hauler to haul the brush after the next Demo weekend of 9/27 & 9/28. Once the tonnage hauled/cost of transporting it is

determined, a comparison will be made to current operations to see which is the most cost effective.

- E. Route 69 – Soils Report – Mayor Hughes discussed the borings report issued by the State Department of Transportation, which support the consensus that the road is in terrible condition. The State still plans to do a shim overlay this fall which should last for a few years, but no reconstruction. The State also plans to do a shim coat over Route 1A from Western Avenue to Mountainview, including repaving the bad intersection at Route 1A and Western Avenue. It was suggested that perhaps the State or the State and the Town may be in a better financial position in a few years to consider a project to redo Route 69 properly.
3. NEW BUSINESS
- A. Process for replacing SAD School Board Member – The Town Manager presented a plan/timeline for replacing the SAD 22 School Board Member as follows:
 - 1. The vacancy will be advertised in the Bangor Daily News and on the Town Website with a deadline for application of October 23, 2013.
 - 2. The Manager will set up interview times with all applicants for consideration at the Infrastructure Committee meeting of 10/28/13.
 - 3. The Infrastructure Committee will make a recommendation to the full council for their first meeting in November.

The Committee recommended a similar process for replacing a recent Water District Trustee and also followed it when replacing a School Board position in 2005. No objections or changes were offered by Committee members.

- 4. PUBLIC COMMENTS - None
- 5. COMMITTEE MEMBER COMMENTS – Councilor Duprey expressed concern over the fact that she felt that Councilors were expected to attend all Committee meetings. She suggested that if the meetings were taped then Councilors other than Committee Members could watch them but would not have to attend the meeting, and that as well as saving time at home for Councilors – it would save the Town money since those councilors watching but not attending would not be paid.

Other Councilors indicated that they relied on the agendas of meetings to know if they needed to attend or not, depending on their level of interest in the topics on the agendas. Some suggested that watching a committee meeting would not allow for councilor input to help shape the discussion. The Town Manager will work on ways to improve the information that Councilors get relative to Committee meetings that they do not attend by talking with Staff members about taking better notes of the events, and also look for a way of videotaping the meetings that does not involve the full council-chamber-camera- television process.

Respectfully submitted,

Susan Lessard
Town Manager

| TRANSFER STATION PAD FOR BRUSH | | 200 X 200 Foot Pad | |
|--------------------------------------|---------------------|---------------------------------|--------------------|
| 1. Pad w/ purchased gravel | | 2. Pad w/ town gravel | |
| | AMT | | AMT |
| FENCE | \$17,202.00 | FENCE | \$17,202.00 |
| PAD Gravel@ \$30.00 | \$90,000.00 | PAD | 0 |
| ROLLER | \$9,140.00 | ROLLER | \$9,140.00 |
| TOTAL | \$116,342.00 | TOTAL | \$26,342.00 |
| 3. Pad w/purchased gravel and paving | | 4. Pad w/town gravel and paving | |
| FENCE | \$17,202.00 | FENCE | \$17,202.00 |
| PAD PAVED | \$100,000 | PAD PAVED | \$100,000 |
| GRAVEL | \$90,000 | GRAVEL | \$0 |
| ROLLER | \$9,140.00 | ROLLER | \$9,140.00 |
| TOTAL | \$199,140 | TOTAL | \$109,140 |

A-4-C

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: October 3, 2013
RE: Department Reports – September 2013

The purpose of this memo is to transmit the monthly reports of the Town's Departments. You will be receiving a similar packet at the first Council Meeting of each month for the prior month's activity. This packet is organized as follows:

- Administration
- Town Manager
- Code Enforcement
- Assessing
- GIS/IT
- Planner
- Economic Development Director
- Public Works
- Public Safety
- Edythe Dyer Library
- Lura Hoit Pool (August)

This packet does not contain a report for Recreation but that will be supplied at the Services Committee meeting scheduled for October.

Please feel free to contact me with questions or suggestions for changes in the type/format of information submitted.

ADMINISTRATION MONTHLY REPORT – September 2013

TAX COLLECTION

- Real Estate, Personal Property, Liens collected \$ 3,619,106.54
- Excise Tax Collected \$ 131,507.29

SEWER COLLECTION

- Sewer Bills and Liens Collected \$ 24,907.75

VEHICLES REGISTERED 645

BOATS REGISTERED 5

ATV'S REGISTERED 14

TRANSFER STATION DECALS SOLD 111

VITAL RECORDS ISSUED

BIRTH 6

MARRIAGE 20

DEATH 8

BURIAL PERMITS 1

MARRIAGE LICENSES ISSUED 6

HUNT/FISH LICENSES SOLD 51

GENERAL ASSISTANCE APPOINTMENTS 8

GENERAL ASSISTANCE GRANTED \$1, 871.00

MANAGER'S REPORT
September 2013

Activities for September 2013 included:

- Closing on Old Hampden Academy
- Lease of Skehan Center
- 2012-2013 Financial Audit
- Organization for Candidate Forum
- Work on Newsletter for October release
- Stormwater Annual Permit – work with consultant
- Financial Statements – August (including reconciliation of General Fund, Sewer, Reserve Accounts as well as maintenance of fair market value calculations for all investments)
- Marina Project – work with Chevron
- Prepare information for and Staff Infrastructure/Finance & Administration Committee meetings as well as Town Council meetings
- Planning work for 2014-2015 budget
- Work on business plan for Skehan Center
- Develop new chart of accounts to better track income/expense for Skehan Center
- Address resident complaints/concerns
- Personnel Administration – all departments
- Met with School Administration to discuss ways to improve communications
- Served on Maine Municipal Association selection committee for annual public service award
- Quarterly Census report – Tax Collections

Code Enforcement Office Monthly Report for September 2013

During the month of September the Code Enforcement Office processed a total of 28 permit applications. Three of the building permit applications handled were for new single-family home construction. Permit applications were also submitted for two new four unit townhouse style buildings. Eleven plumbing permit applications (including both internal and subsurface) were submitted during the same time period. A total of \$3,757.00 in fees were collected in the month of September. This compares to \$3,190.00 the previous year.

Many permit applications require thorough plans review to ensure compliance with Town Ordinances as well as various State laws and rules. It is not unusual for the Code Enforcement Officer and the building inspector to sit down with applicants and owners in order to help them work through the various Town and State requirements. It is usually a process of explaining the requirements and assisting the applicants in meeting those requirements. Once staff is confident that all requirements are (or will be) met, a permit is issued. This month we had approximately half a dozen of those types of meetings.

The Code Enforcement Officer performed a total of 33 inspections in September. The purpose of the inspections is to follow up on the plans review piece of the process and ensure compliance with all of the various regulations.

The Code Enforcement Office receives a number of complaints monthly based on various Town ordinances and sometimes state laws or rules. Sometimes complaints can be handled over the phone, while other times those complaints will necessitate a site inspection to assess the legitimacy of the complaint. Many other phone calls regarding clarification or general questions relative to Town ordinances and State laws are fielded monthly. Call volumes and nature of calls varies from week to week and season to season. This September seemed like an above average month.

Both August and September are months requiring additional focus on the Stormwater program. In anticipation of the annual report to DEP the Code Enforcement Officer is engaged in compiling an accounting of yearly Code Enforcement related activity under the Town stormwater management plan.

Respectfully Submitted,



Ben Johnson
Code Enforcement Officer
Local Plumbing Inspector

ASSESSING REPORT
SEPTEMBER 2013

The month of September is typically a busy month for assessing. State reports need to be filed regarding the commitment, questions regarding tax bills are answered, re-inspections of properties are done as well as issuing supplemental and abatements.

I filed the Municipal Valuation Return (copies attached) with the State of Maine Revenue Services. This report needs to be filed before November 1st in order for the town to receive their reimbursements for exemptions, etc.

I issued five abatements for homestead exemptions and five abatements for veteran exemptions that were not processed, but were eligible for the exemption this year. I have forwarded copies of the abatements to Maine Revenue Services for reimbursement.

Cheryl and I worked on updating addresses on several occasions. Most of them involved properties that were sold after April 1st with the old owner having moved prior to the tax billing date. Cheryl needs these addresses to be correct for her lien process, even though the name will be changed to the new owner of record.

I had my first tax appeal with the Board of Assessment Review on September 10th. Bangor Daily News was appealing \$3,000,000 in personal property valuation. They failed to prove that the assessment was "manifestly wrong" and the valuation was not reduced. The decision was mailed to Bangor Daily News and their attorney via certified mail. I have not heard anything from them regarding further pursuit for abatement at the state level.

There is one resident that has failed to file his updated Tree Growth plan. The State of Maine has changed the process so that the property owner will be assessed an Administrative Penalty if they fail to file after 120 days they received a \$500 penalty. This individual has already received the first penalty and paid it. The second notice has been mailed via certified mail allowing the owner 6 months to file or another \$500 penalty will be assessed, the parcel will be withdrawn from Tree Growth and a full penalty will also be assessed. I have had a number of conversations and e-mail exchanges with this individual and he does understand what is coming next if his noncompliance continues.

I covered the phones and office as needed, scanned and e-mailed property record cards and filled out a number of 801 and 801A's, which are reimbursement for personal property taxes that are eligible, through the State of Maine.

We received our Proposed 2014 State Valuation which has been set at \$599,300,000 vs. \$596,200,000 (last years'). I have also received my sales document from the State, but have not begun to fill it out yet. I will include that with next months' report.

If you have any questions regarding any of the above information, please feel free to contact me.

Respectfully,

Kelly J. Karter, CMA

A lot of my time this past month was spent at the Skehan Rec Center (SRC) on IT and phone issues. The last two Rec Dept computers that were at the town office were moved to the SRC. This is not simply unplugging the computers from the town office and moving them over there, as at the town office we are all hard-wired and link to each other, and at the SRC it is a completely different scenario. When the first computers were moved to the SRC over a year ago, the town was unsure what it would be doing with the facility. At the time I was advised to just set up a one-year contract with TDS and set up the computers wirelessly, since at the time it did not make sense to run hardwires for internet inside the building, and the wiring present in the building did not function for our needs. So, all of the Rec Dept computers are desktops – they are not wireless-ready/capable. So when I moved those computers over, over a year ago, I had to purchase wireless cards that would fit in the available slots on the motherboards of those computers. Due to the layout of the building and the many brick walls and other interference, the wireless was always spotty. Fast forward to this month, and I need to move two more computers over, with little advance notice it was happening right that week. I did not have time to investigate a higher-powered internal wireless card, nor have time to order one online. I went to Staples in Bangor and purchased USB sticks which act as wireless cards. The signal is weak, but the two computers that just got moved over there are closer to the wireless modem than the first two computers, so the USB sticks do an okay job. Meanwhile, the first two computers have been having an ever-increasingly hard time connecting to wireless and staying connected. Again, this was in part due to the building itself, and interference from other equipment, possibly the lighting, and who knows what else. This past month I ran some new temporary phone line to move the cordless phone base further away from the wireless modem. This helped with the wireless issue as well as the background noise on the phone line, but the unintended consequence is that the cordless phone now does not work in the office with the first two computers.

When I was not at the SRC, I was spending quite a bit of time helping the Police Dept School Resource Officer with getting his town computer to work over at his office at Hampden Academy. This computer is town-provided and has the software on it that the PD uses, which requires a secure connection back to the town, county, and/or state. Setting up remote connections can be tricky, depending on the equipment, and so I called in a consultant to help get it set up. As of right now, after many hours of troubleshooting, it is partially working. More work is needed to iron out the kinks.

As I have been replacing computers, I have been accumulating a lot of old computers in my office. Some of these are beyond use as a whole, so I spent some time disassembling them

to keep the few useful parts, remove hard drives, etc and then I recycled the rest. Some of the others will be used to replace the public access computers at the library...when I have time to get to it. Speaking of the library, I also spent a number of hours this past month updating and repairing the laptops and computers there that are for patron use. Also, regarding recycling old computers and deploying new, I keep an inventory database on my computer of all the computers town-wide with all their detailed specs. I spent a few hours updating the database with the new information. I also spent a couple hours updating some software on some of the computers in the front office.

Aside from IT work, I have been spending time researching what entails an audit by the Environmental Protection Agency, as it pertains to our Stormwater Permit/Program. Why me? Because we do not really have a designated staff person for environmental issues, and as part of the staff stormwater team, we each have to take on tasks in order to comply with this program and get it done. The City of Bangor was recently audited by the EPA (as opposed to the State MDEP, which is our direct overseer of the stormwater permit program). It is only a matter of time before we are audited. I have also spent a lot of time compiling all of the documentation we have, from different staff and different filing cabinets and computers, into one central location – on the Treeno online digital archive file management system the Council approved a couple years ago. At Bob's suggestion, I created a Stormwater "cabinet" on the system, and started adding all the necessary documents to the system. This way, if any one of us is out, any of the rest of us can still log in and access all the necessary documents, should the EPA show up and want to audit. In going through all the paperwork, it was also discovered that the Lura Hoit Pool does not have a Spill Prevention Control and Countermeasure plan, which is required for facilities that have over 1,320 total cumulative gallons of petroleum products. This is a potential \$5-8,000 automatic fine from the EPA, per day, I believe. Needless to say, we are working on getting a SPCC plan together, but those are not free, either. Also, since I have spent a lot of time getting this info together, all in an effort to protect the town and save it from potentially huge fines if we are audited, the Bangor Area Storm Water Group asked me to do a short presentation at one of their monthly meetings about this topic. Other municipalities and government facilities under this program are also concerned about getting audited and want to know what they can do to prepare. Lastly, relating to stormwater, another part of what I do as part of the staff team is work on the data issues (so compiling those docs is not far out of that scope) such as catch basin inspection data, GIS data, managing all these data, etc. I also am part of the BASWG database team, which developed a web-based data management system in conjunction with a software company. BASWG and the software company decided to part ways, and I have been in charge of the effort to draft up termination documents, have them reviewed by an intellectual property attorney, execute the documents, and then execute the terms of the documents which included settling bills and transferring domain names and databases. That is now mostly all finished, and should be finished within the next month.

I spent a couple of hours working with someone from the Historical Society to try and georeference an 1802 map to today's town boundary and road network, per their request. It was a neat project and came out okay.

As one of the Wellness Coordinators for the town, I went to the annual Wellness Conference and learned some new tips and tricks on how to motivate employees to get healthy and stay healthy – which helps keep health insurance costs down for all of us.

I also GPS located the driveway of a new house on Clark Circle, and assigned it an address (I am the e911 Addressing Officer) and sent it in to the state.

When I was in the office (vs. SRC, HA, or EDL), I answered the phone as needed and helped customers in the office. Last week, we deployed a short survey for customers to fill out regarding the customer service we provide in the back office. There is a paper version and an online version. We are going to collect data for a couple of months and then analyze the results. We hope it will demonstrate that overall we do a good job, and it may show us specific areas of room for improvement.

I found some time to do some GIS work with regards to parcel updates, and finalizing the work on the Water District infrastructure (joint project started long ago). I also uploaded the latest assessor's database as an Excel file to the town website (the information is after the commitment).

I had a couple days where I was either out on vacation or sick leave.

Respectfully Submitted,



Gretchen Heldmann, GISP
GIS/IT Specialist

Town Planner Report

September 2013 activities of the Town Planner include the following:

Activities for the Planning Board included receipt and review of applications for Bangor Hydro Electric revision of site plan because of building final design changes, West Hampden Baptist Church revision of site plan for a proposed garage and the Swan Zoning Map amendment referred from Planning Board. The Planning Board approved a day care facility at their September meeting.

Council Planning and Development Committee activities include Zoning analysis of the Commercial Zoning of Village, Fireworks ordinance discussion, Subdivision Open Space discussion and Thornton Sewer extension.

Bangor Area Storm Water Group (BASWG) activities include chairman duties at Policy and Technical committees, preparation of consultant/BASWG contract for (Pre-Does It (sustainable storm water funding) Make Sense)Pre-DIMS study, preparation of a consultant/BASWG RFP for Education and outreach activities for year, review of year- five permit activities, discussion of new permit activities to be finalized this fall and participation with Bangor on Sucker Brook Watershed Study.

Bangor Area Comprehensive Transportation System (BACTS) activities include attendance of the Policy Committee Meeting.

Historic Preservation activities include attendance of the annual Certified Local Government (CLG) Training Commission Assistance and Mentoring (CAMP) Program in Gardner, Maine and grant administration of Harmony Hall Maine Historic Preservation grant which will be submitted for reimbursement in October.

Other activities included receipt of materials related to the future acceptance of Chickadee Lane.

Department of Community and Economic Development

Activity Report: October 2013

Former Hampden Academy:

- Continued communications with Brock Bradford, manager for the Historic Hampden Academy LLC .
- Collaborating with developer during property conversion and re-use.

Hampden Business and Commerce Park:

- Facilitated and coordinated the process related to Sargent Corporations response to Park RFP.
- Currently assisting Attorney Russell with the development of a final draft proposal to be considered by Planning and Development Committee.

Ammo Park:

- Facilitated the request from Peter Thornton for utility access through the Hampden Business and Commerce Park.
- Facilitated the collaboration of both parties (Sargent Corporation & Peter Thornton) on revised design (Down to Earth Landscaping) to accommodate both parties so not to compromise either opportunity currently pending.

Marina Project:

- State and Federal Permits have been secured for the project (NRPA and Chapter 500 Stormwater)
- Conservation Easement is being finalized with most recent design (restroom and kayak/canoe launch) in efforts to expedite our position for reimbursement.
- Collaborating with Chevron Attorney in providing Chevron team with requested information on Marina site for possible future additional funding.

Natural Gas:

- Assisting Bangor Natural Gas with evaluation process to determine viability of natural gas expansion in select locations within Hampden.

Business Advocacy:

- Initiated zoning amendments in response to business needs and the identification of obstacles to business expansion and retention.
- Coordinating with the Hampden Business Association on growth and development strategies.

TIF Implementation:

- Collaborating with Noreen Norton and the Planning and Development Committee on the town's use of captured funds to be included in the Bangor Hydro TIF Development Program.

Hampden Promotion:

- Active participation in a number of regional organizations and activities reinforcing Hampden's role, interest and support of a healthy region.

Development Certification:

- Completing the last phases of the core requirements for EDCM Economic Development Certification.

MONTHLY REPORT PUBLIC WORKS SEPTEMBER 2013

Public works checked all town roads after a rainy wet labor day weekend.

Mowed all ball fields , grave yards, and building grounds within the town.

Dug one grave in Lakeview Cemetery.

Training on new MSDS sheets.

Cut brush on the marina boat ramp.

Picked up dead animals from time to time on town and state ways.

Loaded out demo and brush from 2 demo weekends at the transfer station

We had one load of TV's loaded out.

Completed a drainage project on Carriage lane.

Cut shoulders on Emerson Mill Rd by guardrails under I-95 500 ft both sides

Worked on shoulders on Patterson ,Emerson Mill ,Hopkins and Griffin Rd

Fixed slope and straighten guardrails on Paper Mill Rd.

Screened winter sand

Cleaned 140 catch basins getting 14 cy of material

Hot topped holes in sidewalk

We had 2 truck bodies sand blasted and painted

Serviced 5 pieces of equipment

**TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS**

LIST DAILY ACCOMPLISHMENTS, SIGNIFICANT EVENTS, WEATHER CONDITIONS AFFECTING WORK, AND ANY OTHER INFORMATION THAT SHOULD BE NOTED. USE BACK OF SHEET IF NECESSARY FOR ADDITIONAL COMMENTS.

SUNDAY
DATE:

MONDAY

DATE: 9-23-2013 CLEAN HARBOR CLEANING CATCH BASINS DOWNTOWN
 PICKED TRUCK #13 UP AT WHITED CLEANED TRANSFER STATION FROM RIP
 DITCHED AROUND GARD RAILS ON BOG ROAD
 SERVICED 2500 FD TRACTOR, WORKED ON #13 GREASE + LIGHTS

TUESDAY

DATE: 9-24-2013 CLEAN HARBOR CLEANING CATCH BASINS DOWNTOWN
 BACKHOES ON GARD RAILS BOG ROAD
 CHECKED PRICE ON TIRES AT MAINE COMMERCIAL TIRE
 CUT UP TREE ON PAPERMILL ROAD BROKEN POPLAR ACROSS ROAD

WEDNESDAY

DATE: 9-25-2013 CLEAN HARBOR CLEANING CATCH BASINS UPTOWN
 TOOK LOADER TO DAIRY LANE TO GET COURSE OF CATCH BASIN
 MOWED GRASS BALL FIELD EAST HAMPDEN + POOL + OLD ACADEMY
 WORKED ON #13 LIGHTS + GREASE READY FOR WINTER
 CURB CUT PATCHED HOLE OLD COUNTY RD PLOW + WIRE OFF #11 NEW FORD 550

THURSDAY

DATE: 9-20-2013
 CLEANED CATCH BASIN ON MAYO RD (E/1890RS)
 MADE SAND UP BACK, WORK ON TRUCKS

FRIDAY

DATE: 9-27-2013
 WORK ON TRUCKS, MARKS OUT
 DIG SAFE 356 MAIN RD NORTH
 POLICE CALLED 4:36 DEER HIT PATTERSON ROAD

SATURDAY

DATE: 9-28-2013

SIGNATURE _____ DATE _____

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS

LIST DAILY ACCOMPLISHMENTS, SIGNIFICANT EVENTS, WEATHER CONDITIONS AFFECTING WORK, AND ANY OTHER INFORMATION THAT SHOULD BE NOTED. USE BACK OF SHEET IF NECESSARY FOR ADDITIONAL COMMENTS.

SUNDAY

DATE:

MONDAY

DATE: 9-9-2013

LOADED BOXES TRANSFER STATION
NOT TOPPED HOLES IN SIDEWALK ON IA
SCREENED WINTERSAND IN BACK PIT
PICKED #13 UP AT MDT BODY SANDED + PAINTED

TUESDAY

DATE: 9-10-2013

CUT SHOULDERS BY GAULD RAILS EMERSON MILL RD
MOWED FIELDS + BARNYARD BY DAISY LAKE + 207

WEDNESDAY

DATE: 9-11-2013

CUT BRUSH AT MARINA BOAT RAMP
FILLED HOLES AT MARINA PARKING LOT BY BUILDING ENTRANCE
WORKED ON SHOULDERS EMERSON MILL RD

THURSDAY

DATE: 9-12-2013

MOWED GRASS ON FIELD AT USD ACADEMY
WORKED ON SHOULDERS BY GAULD RAIL EMERSON MILL RD
WORKED ON #17 HOLES + BODY CABLE
MOWED SNOW DUMP WITH 5105 JOHN DEERE

FRIDAY

DATE: 9-13-2013

SERVICED BACKHOES JOHN DEERE 3105K
WORKED ON BACKHOES BROKEN HYDRAULIC LINE
WORKED ON SHOULDER BY GAULD RAIL ON EMERSON MILL RD

SATURDAY

DATE:

SIGNATURE D. Pallusa DATE 9-16-2013

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS

LIST DAILY ACCOMPLISHMENTS, SIGNIFICANT EVENTS, WEATHER CONDITIONS AFFECTING WORK, AND ANY OTHER INFORMATION THAT SHOULD BE NOTED. USE BACK OF SHEET IF NECESSARY FOR ADDITIONAL COMMENTS.

SUNDAY
DATE:

MONDAY

DATE: 9-16-2013 LOADED BOXES TRANSFER STATION
Excavator WORKED ON Guard RAILS DIRT ON EMERSON MILL ROAD
WORKED ON Shelus TOWN OFFICE
SERVICED STOS JOHN DEERE + CLEANED FLAIL MOWER
MOWED BALLFIELDS + Hauled BACK TRASH, PUT NEW BELT ON D Steer ^{John Deere}

TUESDAY

DATE: 9-17-2013 LOADED DEMO DEBRIS TRANSFER STATION
WORKED EXCAVATOR 2 TRUCKS 2 FLAGS EMERSON MILL RD
LOCATED SEWER ON MAIN ROAD BY REEDS BROOK
MOWED BALLFIELDS + SCOR FIELDS
CHECKED ON McMillan Putting WATER PIPE OVER From Daisey Lane to 202 ^{By sewer}

WEDNESDAY

DATE: 9-18-2013 MOWED BALLFIELDS
LOOKED AT DRAINAGE BY Lori BAKERS, McMillan Will PUT IN BASIN
ALL EMPLOYEES MUN Building For Training 11 To 12
WORKED WITH EXCAVATOR ON EMERSON MILL ROAD BY TRACKS RR.

THURSDAY

DATE: 9-19-2013 OPENED LOT LAKEVIEW OLD PART (Margaret Cunningham)
MOVED EXCAVATOR TO BOG ROAD From EMERSON MILL
PUT manhole cover back on by Baker on DAISEY
Dug under guard rail by stream on Bog Road

FRIDAY

DATE: 9-20-2013 Close lot lakeview old PART (M Cunningham)
Dug under guard rails by Rel. Took EXCAVATOR
BACK TO CAT MILTON + Jordan's BREWER

SATURDAY

DATE:

SIGNATURE D Pattison DATE 9-23-2013



HAMPDEN PUBLIC SAFETY

**Police - Fire - EMS
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4000
Fax: 207-862-4588**



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, PSD
RE: Monthly Report for September
DATE: October 3, 2013

During the month of September, the Hampden Police Department responded to 333 calls for service, had 19 arrests/criminal violations, and issued 24 traffic citations and 73 written traffic warnings. The Fire Department responded to 27 calls for service and the ambulance responded to 59 calls.

The Fire Department monthly training topic was Response to Airport Disasters. The instructor was the Air National Guard Fire Chief, who explained our responsibilities when called to situations at the airport.

Firefighters Matt Thomas and Joe Dunton, along with police officers Shawn Devine and Jeff Rice, attended Critical Incident Training. This training gives firefighters and police officers additional tools when dealing with people with mental health issues. The goal of the Hampden Public Safety Department is to have all full-time personnel trained and certified in this area. At this point, most of our full-time employees are certified and the remainder will receive the training in the fall of 2014.

The Public Safety Director attended Officer Survival Training at the Maine Chief's of Police fall conference held in Auburn. The training was conducted by the Bureau of Justice Assistance. The topics help police administrators and officers respond safely to high-risk calls.

The last review concerning the shooting in June was conducted at the Hampden Public Safety building this month. The review board consisted of Chief Perry Antone of Brewer Police Department, Major Chris Grotton of the Maine State Police, Lieutenant Dan Scott of the Maine Warden Service, Garry Gilpatrick, Sergeant Scott Webber and Public Safety Director Joe Rogers. The board's findings were that Sergeant Chris Bailey and Officer Bill Miller followed the appropriate policies in response to this incident. The board's only recommendation was to codify our post-shooting assistance for employees.

Edythe Dyer Community Library
September, 2013
Report of activities to the Town Council

Circulation: 3611 adult items; 3184 children's materials; 134 items were downloaded; 85 people used our public access computers (this does not include people who brought their own wireless devices).

2237 people came into the library. EDL staff answered 258 reference questions for people in the library and 184 over the telephone (these include 45 that were people who thought they were calling the town office)

EDL loaned 557 items to other libraries and borrowed 742 through the statewide delivery service.

Children's programs: 4 Play & Learn Programs: 25 children/16 adults
 8 Preschool Storytimes: 35 children/22 adults
 8 Toddler Storytimes: 40 toddlers/30 adults
 1 Read 'em and eat book discussion for grades 3 & 4: 7 children
 1 after school Lego Play: 0 attendance. This was well attended during the summer, but perhaps afterschool is too busy.

Adult programs: 1 afternoon book discussion: 11
 1 evening book discussion: 9
 2 Creative Writing Workshops: 28
 4 Literacy volunteer meetings: 12
 2 Hampden sewing circle meetings: 15

Debbie attended a Bangor Area Librarians lunch meeting.

Lura Hoit Pool Rentals 2013

| Month | # of People | Total Hrs | Wkday Rental Hrs | Wkend Rental Hrs | Total Fees |
|--------------------|-------------|------------|------------------|------------------|--------------------|
| Jan | 1404 | 95.5 | 64.5 | 31 | \$5,120.00 |
| Feb | 677 | 80.5 | 33 | 47.5 | \$4,400.00 |
| Mar | 605 | 50 | 12 | 38 | \$2,775.00 |
| Apr | 635 | 44.5 | 11.5 | 33 | \$2,545.00 |
| May | 502 | 40.5 | 13.5 | 27 | \$2,295.00 |
| June | 408 | 35 | 7 | 28 | \$1,910.00 |
| July | 119 | 8 | 1 | 7 | \$455.00 |
| Aug | 130 | 11 | 3 | 8 | \$665.00 |
| Sep | | | | | |
| Oct | | | | | |
| Nov | | | | | |
| Dec | | | | | |
| Year Totals | | 365 | 145.5 | 219.5 | \$20,165.00 |

Lura Hoit Pool Rentals 2012

| Month | # of People | Total Hrs | Wkday Rental Hrs | Wkend Rental Hrs | Total Fees |
|--------------------|-------------|--------------|------------------|------------------|--------------------|
| Jan | 1060 | 108 | 75 | 33 | \$5,841.00 |
| Feb | 1076 | 74.5 | 38.5 | 36 | \$4,197.00 |
| Mar | 679 | 59 | 22 | 37 | \$3,255.00 |
| Apr | 449 | 44.5 | 14.5 | 30 | \$2,470.00 |
| May | 749 | 52.5 | 20.5 | 32 | \$2,830.00 |
| June | 523 | 39 | 12 | 27 | \$2,115.00 |
| July | 385 | 16 | 7 | 9 | \$915.00 |
| Aug | 116 | 12 | 5 | 7 | \$700.00 |
| Sep | 304 | 23.5 | 8.5 | 15 | \$1,270.00 |
| Oct | 573 | 44.5 | 17.5 | 27 | \$2,465.00 |
| Nov | 788 | 64.5 | 37.5 | 27 | \$3,495.00 |
| Dec | 876 | 89.5 | 57.5 | 32 | \$4,865.00 |
| Year Totals | 7578 | 627.5 | 315.5 | 312 | \$34,418.00 |

Weekly/Monthly Pool User Tally

| | Week dates |
|------------------------|------------|------------|------------|------------|------------|----------------|
| Events | 8/4-8/10 | 8/11-8/17 | 8/18-8/24 | 8/25-8/31 | Week dates | Week dates |
| | | | | | | Monthly Totals |
| AM Lap | 18 | 15 | 17 | | | 50 |
| AM Ex Class | 45 | 35 | 38 | | | 118 |
| AM Open/Lap | 23 | 16 | 18 | | | 57 |
| Open/Senior | 71 | 39 | 68 | | | 178 |
| AM Lessons | 36 | 40 | 36 | | | 112 |
| Gentle Aerobics | 35 | 33 | 33 | | | 101 |
| PM Open/Lap 12:30-1:30 | 29 | 23 | 25 | | | 77 |
| PM Lessons Wkdy | 61 | 61 | 62 | | | 184 |
| Wkdy Family Swim | 136 | 103 | 132 | | | 371 |
| PM Ex Class | 21 | 23 | 18 | | | 62 |
| PM Lap | 26 | 15 | 28 | | | 69 |
| Wkend lessons | 33 | 17 | 27 | | | 77 |
| Wkend lap | 2 | 3 | 10 | | | 15 |
| Wkend Fam Swim | 21 | 15 | 15 | | | 51 |
| Rentals | 46 | 63 | 21 | | | 130 |
| Totals | 603 | 501 | 548 | 0 | 0 | 1652 |

Session I: Sept. 9 - Nov 17 2012

| | | |
|----------------|------------|--------------------|
| Infant/toddler | 17 | \$1,060.00 |
| Water Tots | 20 | \$1,174.00 |
| Preschool | 75 | \$4,528.50 |
| Adv. Pre | 6 | \$380.00 |
| Beginner | 32 | \$1,976.00 |
| Adv. Beg. | 19 | \$1,163.00 |
| Int/Sw | 14 | \$770.00 |
| Pre-Comp | | |
| Adult/Adoles | | |
| Total = | 183 | \$11,051.50 |

Session II :Nov 25 - Feb 16 2013

| | | |
|----------------|------------|--------------------|
| Infant/toddler | 19 | \$1,155.00 |
| Water Tots | 26 | \$1,576.00 |
| Preschool | 56 | \$3,215.00 |
| Adv. Pre | 11 | \$655.00 |
| Beginner | 30 | \$1,815.00 |
| Adv. Beg. | 18 | \$1,129.00 |
| Int/Sw | 9 | \$510.00 |
| Pre-Comp | 0 | \$0.00 |
| Adult/Adoles | 0 | \$0.00 |
| Total = | 169 | \$10,055.00 |

Session III: Feb 24 - April 13 2013

| | | |
|----------------|------------|--------------------|
| Infant/toddler | 21 | \$954.00 |
| Water Tots | 27 | \$1,232.00 |
| Preschool | 83 | \$3,772.00 |
| Adv. Pre | 10 | \$440.00 |
| Beginner | 45 | \$1,955.00 |
| Adv. Beg. | 29 | \$1,241.00 |
| Int/Sw | 18 | \$720.00 |
| Pre-Comp | | |
| Adult/Adoles | | |
| Total = | 233 | \$10,314.00 |

Session IV: April 21 - June 15 2013

| | | |
|----------------|------------|--------------------|
| Infant/toddler | 24 | \$1,240.00 |
| Water Tots | 25 | \$1,308.00 |
| Preschool | 83 | \$4,263.00 |
| Adv. Pre | 9 | \$385.00 |
| Beginner | 48 | \$2,383.00 |
| Adv. Beg. | 21 | \$1,109.00 |
| Int/Sw | 16 | \$729.00 |
| Pre-Comp | 8 | \$672.00 |
| Adult/Adoles | 0 | \$0.00 |
| Total = | 234 | \$12,089.00 |

Session V: June 16 - Aug 24 2013

| | | |
|----------------|------------|-------------------|
| Infant/toddler | 12 | \$778.00 |
| Water Tots | 10 | \$520.00 |
| Preschool | 57 | \$3,530.00 |
| Adv. Pre | 3 | \$111.00 |
| Beginner | 29 | \$1,911.00 |
| Adv. Beg. | 5 | \$290.00 |
| Int/Sw | 3 | \$171.00 |
| Pre-Comp | 6 | \$540.00 |
| Adult/Adoles | 0 | |
| Total = | 125 | \$7,851.00 |

Private Lessons

| | | |
|-------------|----|-------------|
| Session I | 17 | \$ 2,325.00 |
| Session II | 14 | \$ 2,145.00 |
| Session III | 20 | \$ 2,195.00 |
| Session IV | 15 | \$ 1,920.00 |
| Session V | 16 | \$ 2,300.00 |

Group Private Total

Total # of Participants
Total Income

2013

| Day | Jan | Feb | Mar | April | May | June | Day | July | August | Sept | Oct | Nov | Dec |
|-------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|-----|-------------------|--------------|-----------|-----------|-----------|-----------|
| 1 | closed | 250.00 | 310.00 | 270.00 | 310.00 | 260.00 | 1 | 386.00 | 197.00 | | | | |
| 2 | 485.00 | 322.50 | 507.00 | 422.00 | 24.00 | 222.00 | 2 | 340.00 | 167.00 | | | | |
| 3 | 745.00 | 240.00 | 265.00 | 382.00 | 110.00 | 1,471.75 | 3 | 117.00 | 30.00 | | | | |
| 4 | 285.00 | 262.00 | 240.00 | 100.00 | 207.00 | 2,046.00 | 4 | closed | closed | | | | |
| 5 | 472.00 | 203.50 | 374.00 | 352.00 | 193.00 | 977.00 | 5 | 159.00 | 172.00 | | | | |
| 6 | 418.00 | 60.00 | 115.75 | 487.00 | 67.00 | 913.00 | 6 | 246.00 | 260.00 | | | | |
| 7 | 477.00 | 115.00 | 178.25 | 297.50 | 249.00 | 1,018.00 | 7 | closed | 600.00 | | | | |
| 8 | 140.00 | 95.00 | 764.00 | 4,205.00 | 187.00 | 1,171.25 | 8 | 675.00 | 185.00 | | | | |
| 9 | 219.00 | closed | 215.00 | 5,789.25 | 62.00 | 592.00 | 9 | 0.00 | 565.00 | | | | |
| 10 | 557.00 | 252.00 | 328.00 | 1,085.00 | 30.00 | 789.00 | 10 | 200.00 | 70.00 | | | | |
| 11 | 35.00 | 3,105.00 | 342.00 | 634.00 | 147.00 | 0.00 | 11 | 115.00 | closed | | | | |
| 12 | 365.00 | 4,800.50 | 2,172.50 | 576.00 | 50.00 | 206.25 | 12 | 223.00 | 10.00 | | | | |
| 13 | 575.00 | 933.00 | 264.00 | 1,110.00 | 0.00 | 525.00 | 13 | 197.00 | 147.00 | | | | |
| 14 | 185.00 | 982.50 | 157.50 | 351.00 | 486.00 | 670.00 | 14 | closed | 125.00 | | | | |
| 15 | 312.00 | 3,402.00 | 439.00 | closed | 165.00 | 212.00 | 15 | 264.00 | 92.00 | | | | |
| 16 | 3,170.25 | 353.00 | 507.00 | 808.00 | 205.00 | closed | 16 | 120.00 | 152.00 | | | | |
| 17 | 185.00 | 462.00 | 347.00 | 648.00 | 149.00 | 521.25 | 17 | 0.00 | 235.00 | | | | |
| 18 | 80.00 | closed | 325.00 | 407.00 | 395.00 | 299.00 | 18 | 65.00 | closed | | | | |
| 19 | 420.00 | 1,046.00 | snow | 775.00 | 170.00 | 406.75 | 19 | 335.00 | 3,237.00 | | | | |
| 20 | 305.00 | 827.00 | 25.00 | 470.00 | 165.00 | 296.00 | 20 | 240.00 | 4,149.00 | | | | |
| 21 | closed | 700.00 | 413.00 | 284.00 | 224.00 | 359.00 | 21 | closed | 1,080.00 | | | | |
| 22 | 179.00 | 890.00 | 539.00 | 430.00 | 487.00 | 354.00 | 22 | 535.00 | 779.00 | | | | |
| 23 | closed | 550.00 | 267.00 | 397.00 | 182.00 | closed | 23 | 466.25 | 772.00 | | | | |
| 24 | 140.00 | 478.00 | 177.00 | 200.00 | 57.00 | 755.00 | 24 | 180.00 | 402.00 | | | | |
| 25 | 235.00 | 209.00 | 105.00 | 141.00 | 305.00 | 1,772.25 | 25 | 287.00 | closed | | | | |
| 26 | 483.00 | 399.00 | 622.50 | 102.00 | 321.00 | 85.00 | 26 | 347.00 | closed | | | | |
| 27 | 558.00 | 516.00 | 177.00 | 190.00 | closed | 561.00 | 27 | 299.00 | closed | | | | |
| 28 | 90.00 | 162.00 | 180.00 | 90.00 | 90.00 | 258.00 | 28 | closed | closed | | | | |
| 29 | 465.00 | | 310.00 | 220.00 | 130.00 | 392.00 | 29 | 283.75 | closed | | | | |
| 30 | 222.00 | | 374.00 | 944.00 | 295.00 | closed | 30 | 84.00 | closed | | | | |
| 31 | 0.00 | | closed | | 855.00 | | 31 | 208.00 | closed | | | | |
| Tota | \$11,802.25 | \$21,615.00 | \$11,040.50 | \$22,166.75 | \$6,317.00 | \$17,132.50 | | \$6,372.00 | ##### | \$ | \$ | \$ | \$ |

Rapid Renewal Transaction Volume Summary
Town of Hampden: Transaction date >= 20130701 and < 20130801

July 2013

A-4-d

| Payment Method | Transaction Count | Transaction Amount | Processing Fees |
|-------------------|-------------------|--------------------|-----------------|
| Credit/Debit Card | 0 | 0.00 | 0.00 |
| Electronic Check | 54 | 6770.59 | 0.00 |
| TOTAL | 54 | 6770.59 | |

Class Code Summary

| Class | Count |
|-------|-------|
| AQ | 2 |
| BC | 3 |
| CO | 1 |
| CR | 2 |
| MC | 2 |
| PC | 39 |
| SW | 2 |
| TL | 1 |
| UM | 1 |
| VT | 1 |

Aug 2013

Rapid Renewal Transaction Volume Summary
Town of Hampden: Transaction date >= 20130801 and < 20130901

| Payment Method | Transaction Count | Transaction Amount | Processing Fees |
|-------------------|-------------------|--------------------|-----------------|
| Credit/Debit Card | 0 | 0.00 | 0.00 |
| Electronic Check | 71 | 10099.37 | 0.00 |
| TOTAL | 71 | 10099.37 | |

Class Code Summary

| Class | Count |
|-------|-------|
| AQ | 1 |
| BB | 1 |
| BC | 1 |
| CO | 2 |
| CR | 8 |
| LB | 6 |
| MC | 1 |
| PC | 50 |
| TS | 1 |

Rapid Renewal Transaction Volume Summary
Town of Hampden: Transaction date >= 20130901 and < 20131001

Sept 2013

| Payment Method | Transaction Count | Transaction Amount | Processing Fees |
|-------------------|-------------------|--------------------|-----------------|
| Credit/Debit Card | 0 | 0.00 | 0.00 |
| Electronic Check | 51 | 8157.82 | 0.00 |
| TOTAL | 51 | 8157.82 | |

Class Code Summary

| Class | Count |
|-------|-------|
| AG | 2 |
| BB | 1 |
| BC | 1 |
| CR | 4 |
| DX | 1 |
| PC | 38 |
| TS | 1 |
| UM | 2 |
| VT | 1 |

C-2-a

**WARRANT FOR MUNICIPAL ELECTION
TOWN OF HAMPDEN, MAINE
NOVEMBER 5, 2013**

COUNTY OF PENOBSCOT, SS.

TO: Devon Patterson, a resident of Hampden.

You are hereby required in the name of the State of Maine to notice the voters of Hampden, Maine.

You are hereby notified that the Municipal Election in the municipality will be held at the Municipal Building Community Room, on Tuesday, following the first Monday of November, same being the fifth day of said month in the year of our Lord two thousand thirteen for the purpose of effecting the election to the following offices:

- **Councilor – District 1 – (1 to complete term to December 2014)**
- **Councilor At-Large – (1 to complete term to December 2015)**
- **Directors RSU No. 22 – (2 for 3-year term)**
- **Trustee Hampden Water District – (1 for 5-year term)**

Also to determine the following Referendum Questions:

ARTICLE 1. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

The Town of Hampden hereby ordains that the following amendment to the Town Charter be enacted:

Deletions in ~~strikeout~~
Additions underlined

Sec. 207 Vacancies; Forfeiture of Office; Filling of Vacancies

(b) Forfeiture of Office – A councilor shall forfeit that person’s office if that person (1) lacks at any time during that person’s term of office any qualification for the office prescribed by this charter or by law, (2) violates any express prohibition of this charter, (3) is convicted of a crime or offense which is, during that person’s term, reasonably related to that person’s ability to serve

WARRANT FOR MUNICIPAL ELECTION
TOWN OF HAMPDEN, MAINE
NOVEMBER 5, 2013
Page 2 of 5

as councilor, or (4) fails to attend ~~three (3) consecutive regular meetings or misses more than a maximum of six (6) regular or special meetings per year~~ of the council in the prior twelve month period. ~~without being excused by the council.~~

Summary: The purpose of this amendment is to define the number of absences that a councilor can have on a rolling year basis before forfeiting the office.

Effective Date: This charter amendment shall become effective upon its adoption by the voters.

ARTICLE 2. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

The Town of Hampden hereby ordains that the following amendment to the Town Charter be enacted:

Deletions in ~~strikeout~~
Additions underlined

Sec. 801 Conduct of Elections – The regular municipal election shall be held on the Tuesday following the first Monday of November in each year. Except as otherwise provided by this charter, the provisions of Title 21-A of the Maine Revised Statutes ~~Annotated~~ shall apply to elections held under this charter. All elections called for under this charter shall be conducted by the election officials established under Title 21-A. In the event that this charter or Title 21-A do not address a particular election matter, any relevant election provision of Title 30-A of the Maine Revised Statutes shall apply. For the conduct of elections, for the prevention of fraud in such elections and for the recount of ballots in case of doubt, the council shall adopt by ordinance all regulations which it considers desirable, consistent with law and this charter. Qualified voter shall mean any person qualified and registered to vote under law.

Summary: The purpose of this amendment is to clarify that elections for the Town of Hampden are governed by the charter or Title 21-A of the Maine statutes. Title 21 referenced in the current Charter provision was repealed and replaced by Title 21-A. In addition, language was added to provide that if the charter and Title 21-A do not cover a particular election matter, the relevant provisions of Title 30-A (the Title dealing with municipalities) would apply.

Effective Date: This charter amendment shall become effective upon its adoption by the voters.

ARTICLE 3. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

The Town of Hampden hereby ordains that the following amendment to the Town Charter be enacted:

Deletions in ~~strikeout~~
Additions underlined

Sec. 802 Officials Nominated and Elected at Large

- (a) ~~Names on Ballots. Councilors at Large.~~ Councilors at Large. The full names and street addresses of all candidates nominated for councilor at large, except those who have withdrawn, died, or become ineligible shall be printed on the official ballots under a heading reading: "Nominees of for Councilor at Large".
- (b) ~~Councilor Elected by District Councilors.~~ Councilors. The full names and street addresses of all candidates nominated for membership as district councilor ~~in the council,~~ except those who have withdrawn, died, or become ineligible, shall be printed only on the official ballots ~~for their respective districts~~ under the separate heading reading: "Nominees for District Councilor".

Summary: The purpose of this amendment is to clarify the language.

Effective Date: This charter amendment shall become effective upon its adoption by the voters.

ARTICLE 4. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

The Town of Hampden hereby ordains that the following amendment to the Town Charter be enacted:

Deletions in ~~strikeout~~
Additions underlined

Sec. 805 Election Provisions – Provisions of Title 21-A of the Maine Revised Statutes ~~the laws of the State of Maine~~ relating to the qualifications of voters, registration, the manner of voting, the duties of election officers and all other particulars respective to preparation for, conducting and management of elections, so far as they may be applicable, shall govern all municipal elections, except as otherwise provided in this

WARRANT FOR MUNICIPAL ELECTION
TOWN OF HAMPDEN, MAINE
NOVEMBER 5, 2013

Page 4 of 5

charter. In the event that this charter or Title 21-A do not address a particular election matter, any relevant election provision of Title 30-A of the Maine Revised Statutes shall apply.

Summary: The purpose of this amendment is to clarify that elections for the Town of Hampden are governed by the charter or Title 21-A of the Maine statutes. Title 21 referenced in the current Charter provision was repealed and replaced by Title 21-A. In addition, language was added to provide that if the charter and Title 21-A do not cover a particular election matter, the relevant provisions of Title 30-A (the Title dealing with municipalities) would apply.

Effective Date: This charter amendment shall become effective upon its adoption by the voters.

ARTICLE 5. Ordinance authorizing appropriation and borrowing of funds to finance various sewer projects, including the construction, reconstruction, replacement or repair of sewer lines, manholes, pump stations, appurtenances, stormwater separation facilities and other infrastructure improvements to the Town of Hampden sewer system through issuance of general obligation bonds or notes of the Town of Hampden which may be callable in the principal amount not to exceed \$902,050.

Shall the above described ordinance be adopted and the municipal officers have the authority to issue general obligation bonds or notes of the Town and accomplish the Project as described above and in the ordinance?

Yes No

FINANCIAL STATEMENT OF TOWN TREASURER (Required by Law)

1. Total Town Indebtedness

| | | |
|----|--|------------------------|
| A. | Bonds outstanding and unpaid | \$ 9,144,126.00 |
| B. | Bonds authorized and unissued | \$ 0.00 |
| C. | Bonds to be issued if this question is approved: | \$ 902,050.00 |
| | TOTAL | \$10,046,176.00 |

2. Costs

At an estimated maximum interest rate of 4.5%, the estimated costs of this bond issue will be \$1,504,166.00 for a term of 25 years.

| | |
|--------------------|----------------|
| Principal | \$ 902,050.00 |
| Interest | \$ 602,116.00 |
| Total Debt Service | \$1,504,166.00 |

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/ Susan Lessard
Treasurer, Town of Hampden, Maine

The Polls shall be opened at 8:00 a.m. and closed at 8:00 p.m. The Registrar of Voters will hold office while the Polls are open at the Polling Place to correct any error in or change a name on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered to vote may not vote in any Election.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the polls at the following times:

- November 4, 2013 (Day **Before** Election Day) – Continuously beginning at 9:00 am or immediately following a requested inspection; and
- November 5, 2013 – 9:00 am; 11:00 am, 1:00 pm; 3:00 pm; 5:00 pm and 8:00 pm

Dated at Hampden, Maine this _____ day of October, 2013.

Majority of Municipal Officers of Hampden, Maine

A True Copy:

ATTEST: _____
Town Clerk of Hampden, Maine

State of Maine
Notice of Referendum Election
Tuesday, November 5, 2013

C-2-b

Municipality TOWN OF HAMPDEN Voting District ALL

Voting Place Name Municipal Building Community Rm Voting Place Location 106 Western Avenue

Polls Open at 8:00 A.M. Polls Close at 8:00 P.M.

Absentee Ballot Processing (check all that apply):

Processed by: Municipal Clerk (Centrally) Warden (At polls)

Date/Time of Processing (check all that apply):

Day **Before** Election Day (11/4/13) *
1-Hour Inspection Time Period: 9:00 am to 10:00 am
Time Processing Begins: 9:00 am or immediately following a requested inspection

During Election Day (11/5/13) Processing Time(s): 9:00 am; 11:00 am; 1:00 pm; 3:00 pm; 5:00 pm and 8:00 pm

Only after 8 p.m. on Election Day (11/5/13)

Questions To Be Voted On:

Question 1: Bond Issue

Do you favor a \$14,000,000 bond issue to provide funds for the State's share of maintenance, repair, capital improvement, modernization and energy efficiency projects for Maine Army National Guard readiness center and support facilities and the purchase of land for training and to draw down federal matching funds?

Question 2: Bond Issue

Do you favor a \$15,500,000 bond issue to enhance educational and employment opportunities for Maine citizens and students by updating and improving existing laboratory and classroom facilities of the University of Maine System statewide?

Question 3: Bond Issue

Do you favor a \$100,000,000 bond issue for reconstruction and rehabilitation of highways and bridges and facilities or equipment related to ports, harbors, marine transportation, freight and passenger railroads, aviation and transit, to be used to match an estimated \$154,000,000 in federal and other funds?

Question 4: Bond Issue

Do you favor a \$4,500,000 bond issue to provide funds for a public-private partnership for a building project for a new science facility at the Maine Maritime Academy to be matched by other funds?

Question 5: Bond Issue

Do you favor a \$15,500,000 bond issue to upgrade buildings, classrooms and laboratories on the 7 campuses of the Maine Community College System in order to increase capacity to serve more students through expanded programs in health care, precision machining, information technology, criminal justice and other key programs?

A True Copy
Attested

Denise R. Johnson
(Signature of Municipal Clerk)

Date 9/18/2013

*Clerk has read and will comply with the Uniform Guidelines for Securing Ballots and Other Materials.

dh
Clerk initial

C-4-a

MEMO

9
1
1
3



1
1

To: Sue Lessard

From: Gretchen Heldmann

Date: 09/16/2013

Re: Request to spend from Tech Reserve 3-711-00

Message:

A portion of the money that has been set aside for years in the Tech Reserve is to replace the Town Office server. The time has come to replace the server. Attached please find the estimate from the IT support company I have been working with (JBDA Inc) – I checked the estimate against the regular IT equipment vendors I use, and this is a good price for this server and backup system. JBDA will order the equipment, have it shipped to their office, and do the initial hardware and software setup. They will then pass the bill to us for payment for the equipment. They will also assist in the setup and deployment of the new server at the Town Office. Their assistance is paid for by the \$5,000 you granted as part of the GIS/IT budget for IT Support. This equipment will meet our needs for the next five years. Thank you for your consideration.

If you have questions, please let me know.

Thank you,

A handwritten signature in black ink, appearing to read "Gretchen Heldmann", with a long horizontal line extending to the right.

Gretchen



J&B Diversified Associates, Inc.
 Computer Information Services
 PO Box G
 Belfast ME 04915

Invoice

| | |
|------|-----------|
| DATE | INVOICE # |
|------|-----------|

9/15/2013

4056

| |
|----------------|
| BILL TO |
|----------------|

Town of Hampden

| |
|----------------|
| SHIP TO |
| |

| | | |
|----------|--------|---------|
| P.O. NO. | TERMS | PROJECT |
| | NET 10 | |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|---|----------|----------|
| 1 | ProLiant DL3 1U Gen8 Xeon Server as per quote 78862677.03 dated 8/27/13 | 9,241.80 | 9,241.80 |
| 1 | Freight | 63.33 | 63.33 |
| | Exempt from Maine Sales Tax | 0.00% | 0.00 |

| | | | | |
|--------------|--------------|--|--------------|------------|
| | | Please remit all payments to: PO Box G, Belfast, ME 04915 | Total | \$9,305.13 |
| Phone # | Fax # | E-mail | Web Site | |
| 207-338-1138 | 207-338-0852 | billing@jbda.com | www.jbda.com | |

PC Connection

PC Connection Sales Corp.
730 Milford Road
Merrimack, NH 03054-4631
603/683-2000

Order line: (800) 800-0014 ext. 33015
Salesperson: Kevin Dery
Fax: (603) 683-0134

QUOTATION

Quote # 7862677.03

*PLEASE REFER TO THE ABOVE
QUOTE NUMBER WHEN ORDERING*

Date: August 27, 2013

Valid through: September 6, 2013

Contact: James Arseneau, J & B DIVERSIFIED
(207) 338-1138

BILL TO:

AB#: 12194733
J & B DIVERSIFIED ASSOCIATES INC
JAMES ARSENAU
PO BOX G
BELFAST, ME 04915

SHIP TO:

AB#: 8775962
J & B DIVERSIFIED ASSOCIATES INC
JAMES ARSENAU
7 TUFTS RD
BELFAST, ME 04915

DELIVERY

FOB
Wilmington, OH

TERMS
NET 30

FEDERAL ID #
02-0497006

| * Line# | Qty | Item # | Manuf. Part # | Description | Price | Ext |
|---------|-----|----------|---------------|--|------------|------------|
| 10 | 1 | 13765213 | 670632-S01 | Smart Buy ProLiant DL360p Gen8 1U RM Xeon QC E5-2609 2.40GHz(x1) / 8GB / 8x2.5" SAS / SATA HS / GNIC / RPS HP Servers | \$1,871.21 | \$1,871.21 |
| 20 | 1 | 13893506 | 654766-B21 | Processor, Xeon QC E5-2609 2.40GHz, 10MB Cache, for DL360p Gen8 HP Server Accessories | \$452.02 | \$452.02 |
| 30 | 3 | 13752965 | 647897-S21 | SmartMemory 8GB PC3L-10600R DDR3 SDRAM RDIMM HP Server Accessories | \$109.00 | \$327.00 |
| 40 | 1 | 13753061 | 652241-B21 | 9.5mm SATA DVDRW JackBlack Optical Drive HP Server Accessories | \$127.04 | \$127.04 |
| 50 | 1 | 13752842 | 631679-B21 | 1GB P-series Flash Backed Write Cache for Select HP Servers HP Server Accessories | \$442.17 | \$442.17 |
| 60 | 6 | 14366345 | 652564-S21 | 300GB SAS 6Gb / s 10K rpm SFF 2.5" SC Enterprise Hard Drive (Smart Buy) HP Server Accessories | \$228.96 | \$1,373.76 |
| 70 | 1 | 353803 | 353803 | Config. Complex Server Configuration - Hardware Install Only PC Connection Configuration Services | \$79.00 | \$79.00 |
| 80 | 1 | 8149951 | UE892E | 3-Year Smart Buy CarePack 4-Hour 24x7 Same Day Hardware Support for ProLiant DL360 HP ESSN/Services | \$523.10 | \$523.10 |
| 90 | 1 | 14665206 | EH946C | StorageWorks LTO-4 Ultrium 1760 SAS Tape Drive in 1U Rack-mount Kit HP StorageWorks | \$2,797.00 | \$2,797.00 |
| 100 | 1 | 14754487 | P73-05853 | Govt. MOB Windows Server Standard 2012 2 Proc License Only Microsoft Mob Government Licensing | \$687.00 | \$687.00 |

PC Connection

PC Connection Sales Corp.
 730 Milford Road
 Merrimack, NH 03054-4631
 603/683-2000

Order line: (800) 800-0014 ext. 33015
Salesperson: Kevin Dery
Fax: (603) 683-0134

QUOTATION

Quote # 7862677.03

PLEASE REFER TO THE ABOVE
 QUOTE NUMBER WHEN ORDERING

Date: August 27, 2013

Valid through: September 6, 2013

Contact: James Arseneau, J & B DIVERSIFIED
 (207) 338-1138

BILL TO:

AB#: 12194733
 J & B DIVERSIFIED ASSOCIATES INC
 JAMES ARSENEAU
 PO BOX G
 BELFAST, ME 04915

SHIP TO:

AB#: 8775962
 J & B DIVERSIFIED ASSOCIATES INC
 JAMES ARSENEAU
 7 TUFTS RD
 BELFAST, ME 04915

DELIVERY

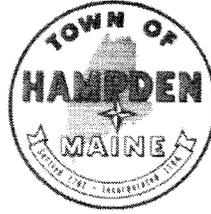
FOB
 Wilmington, OH

TERMS
 NET 30

FEDERAL ID #
 02-0497006

| * Line# | Qty | Item # | Manuf. Part # | Description | Price | Ext |
|---|-----|----------|---------------|--|--|-------------------|
| 110 | 25 | 14755092 | R18-04292 | Govt. MOB Windows Server 2012 Device CAL License Only Microsoft Mob Government Licensing | \$22.50 | \$562.50 |
| Lines: 11 | | | | | Total Merchandise | \$9,241.80 |
| | | | | | Ship Via: Small Package Ground Service Level | 122. pounds |
| | | | | | Shipping and Handling | \$63.33 |
| | | | | | Tax | |
| | | | | | TOTAL | \$9,305.13 |
| | | | | | * Lease for as low as: | |
| <p>* Lease quote above is based on a 36-month, Fair Market Value lease, provided by one of our leasing partners, and is subject to their terms, conditions and policies.</p> <p>Important Notice - Standard Terms of Sale: Pricing valid for quantities shown until expiration date, excluding memory and hard drives. Leasing subject to credit approval. All purchases from PC Connection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Standard Terms of Sale on the Company's website - pcconnection.com, or you may request a copy via fax, e-mail, or mail by calling 1-800-800-0011 or your account representative.</p> | | | | | | |

C-4-b



TO: Mayor Hughes and Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Rancourt Town Farm Subdivision Open Space Acceptance Request
DATE: October 3, 2013

At the September 4, 2013 Planning and Development meeting this item was taken up. The open space is area surrounds the six house lots on Country Meadow Drive. The open space is 3 acres in land area. The open space is not contiguous to any open space owned by the Town of Hampden. Pending a policy decision on the open space we have not requested a deed at this time:

5. *New Business:*

A. *Offering of Open Space- Rancourt*

Town Planner presented the Rancourt subdivision to the Committee and identified the area offered to the town of Hampden by the Rancourt's. After a discussion with regard to the community benefit of owning the land, the Committee took the following action:

Committee Action: *Motion and Second to recommend to the Town Council that they **not** accept the open space as offered by the Rancourts. (Vote 4-0) M: Jean/S: Bill*

August 21, 2013

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

Dear Sue:

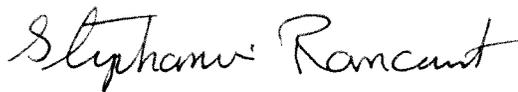
We are requesting that the Town of Hampden please accept the open space abutting the rear property lines of 33 Country Meadow, 39 Country Meadow, and 25 Country Meadow, Hampden, as town land.

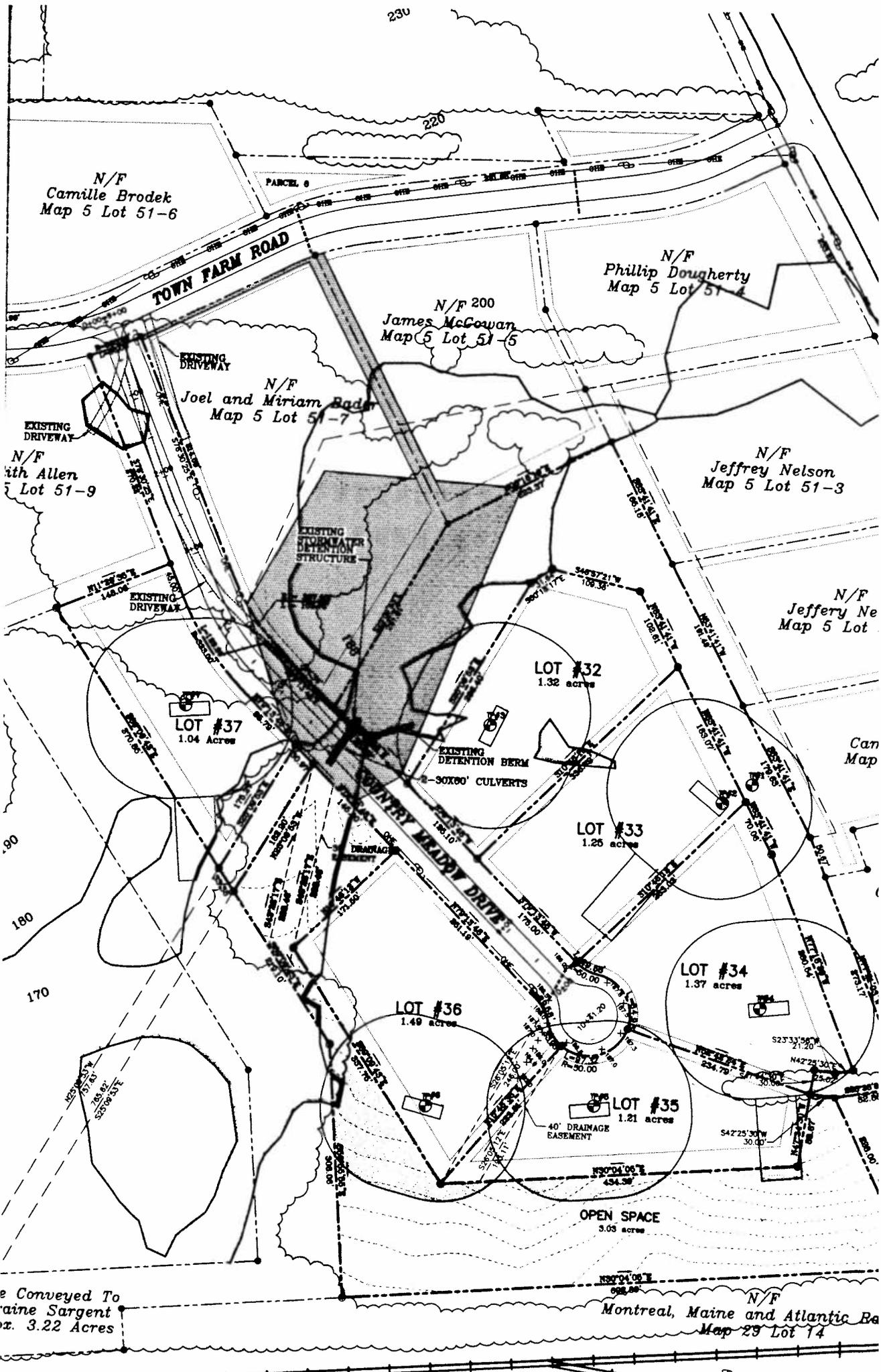
Sincerely,

Harry Rancourt
207-478-9829

A handwritten signature in black ink, appearing to read 'Harry Rancourt', with a long horizontal flourish extending to the right.

Stephanie Rancourt

A handwritten signature in black ink, appearing to read 'Stephanie Rancourt', written in a cursive style.



Conveyed To
 Sargeant
 3.22 Acres

N/F
 Montreal, Maine and Atlantic Ba
 Map 29 Lot 14

C-4-C-1

BILLINGTON, LLC
P.O. BOX 1539
BANGOR, MAINE 04402-1539
TELEPHONE #207-942-2169

September 30, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane
Hampden, Maine

Dear Hampden Town Council:

This is to serve as a request for Chickadee Lane to be approved as a town way per Article I of the Town Ways Ordinance.

Enclosed are Items 1 through 11, excluding 6d, for your review. Item #6d, title information, will be sent in the near future.

Your consideration on this matter is greatly appreciated.

Very truly yours,



Stan MacMillan

SM:cwl

enc.

cc: Susan Lessard, Town Manager
Robert Osborne, Town Planner
Galen Swan, Public Works Director
Jim Kiser, Kiser & Kiser
Tom Russell, Farrell, Rosenblatt, & Russell

BILLINGTON, LLC
P.O. BOX 1539
BANGOR, MAINE 04402-1539
TELEPHONE #207-942-2169

September 30, 2013

Tom Russell
Farrell, Rosenblatt, & Russell
61 Main Street, Suite 1
P.O. box 738
Bangor, Maine 04402-0738

Re: Chickadee Lane
Hampden, Maine

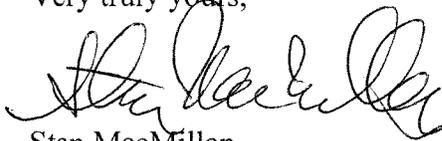
Dear Tom:

In reference to the Town of Hampden's Town Way Ordinance, Article I, enclosed are Items #1 through #11, excluding Item #6d, for your review and approval on the above street.

Item #6d, title information, will come directly from Rudman and Winchell in the near future.

Please contact our office if there is any additional information needed.

Very truly yours,



Stan MacMillan

SM:cwl
enc.

cc: Susan Lessard, Town Manager
Robert Osborne, Town Planner
Galen Swan, Public Works Director
Jim Kiser, Kiser & Kiser

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #1

All outstanding application fees, inspection fees and other costs and expenses must be paid in full.

BILLINGTON, LLC
P.O. BOX 1539
BANGOR, MAINE 04402-1539
TELEPHONE #207-942-2169

September 30, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane
Hampden, Maine

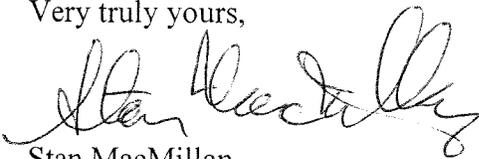
Dear Hampden Town Council:

Reference is made to Item #1 of the Town Ways Ordinance, Article I, concerning the acceptance of the above street as a town way.

All application and inspection fees have been paid in full as follows:

| Date Paid | Fee Description | Amount |
|-----------|-----------------------------------|-----------|
| 4/21/11 | Tech review fee | 1,000.00 |
| 4/21/11 | Application fee | 1,375.00 |
| 8/30/11 | Final Planning Board approval fee | 10,000.00 |
| 7/12/12 | Inspection fee | 46,400.00 |

Very truly yours,



Stan MacMillan

SM:cwl

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #2

Submission of a sworn written statement from the owner/developer and/or owner's/developer's engineer that all required improvements have been completed in strict compliance with all applicable construction standards and the approved subdivision plan, and that the owner/developer and/or engineer knows of no defects, from any cause, in the improvements.

BILLINGTON, LLC
P.O. BOX 1539
BANGOR, MAINE 04402-1539
TEL: 207-942-2169

September 17, 2013

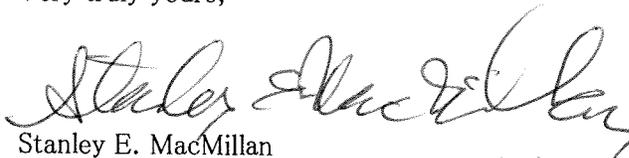
Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane Subdivision
Hampden, Maine

Dear Hampden Town Council:

This is to state that the Owner, Billington, LLC has completed all required improvements in strict compliance with all applicable construction standards and the approved subdivision plan, and we know of no defects, from any cause, in the improvements.

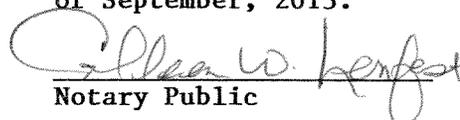
Very truly yours,


Stanley E. MacMillan


Marie A. MacMillan


Patricia Quirk

Subscribed and sworn to before me this 27th day
of September, 2013.


Notary Public



S.E. MacMillan Company, Inc.
GENERAL CONTRACTOR

TEL. (207) 942-2169 FAX (207) 945-3623
150 Husson Ave., #50, Bangor, Maine

P.O. Box 1539, Bangor, Maine 04402-1539

September 17, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane Subdivision
Hampden, Maine

Dear Hampden Town Council:

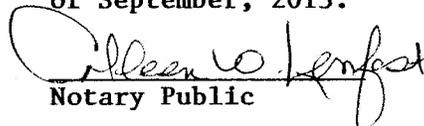
This is to state that the Developer, S. E. MacMillan Co., Inc. has completed all required improvements in strict compliance with all applicable construction standards and the approved subdivision plan, and we know of no defects, from any cause, in the improvements.

Very truly yours,


Stanley E. MacMillan
President

SEM:cwl

Subscribed and sworn to before me this 27th day
of September, 2013.


Notary Public



Job #377

RECEIVED SEP 23 2013

ENGINEERING & DEVELOPMENT CONSULTING

18 September 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Chickadee Lane, Chickadee Crossing Subdivision

Dear Councilors:

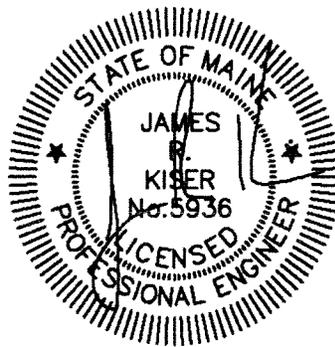
Kiser & Kiser Co. has completed several site visits during the construction of Chickadee Lane in the Chickadee Crossing Subdivision. As the town had retained a construction inspector, Kiser & Kiser did not provide full construction services for the project. However, based on our observations, the project has been constructed in accordance with the approved road plans. We are aware of no alterations that were required during construction of the project.

If you have any questions, please contact us at your convenience.

Best Regards,

A handwritten signature in black ink, appearing to read "James R. Kiser".

James R. Kiser, PE
Kiser & Kiser Company



TOWN OF HAMPDEN
TOWN WAYS ORDINANCE

ARTICLE I

ITEM #3

Submission of a written statement from Town's Public Works Director that all site improvements, including paving and any drainage facilities, have been satisfactorily completed. The written statement shall also include if public water and power have been installed and accepted.



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

September 18, 2013

Jim Kiser
Kiser and Kiser
15 Constitution Ave.
Hampden, Maine 04444

Re: Chickadee Crossing

Dear Jim,

On September 18th, 2013 Chip Swan, Public Works Director and Dudley Patterson, Foreman inspected the pavement, slopes, and drainage for Chickadee Crossing and found it acceptable.

If you have any questions please feel free to call me at 659-4747.

Thank you,

A handwritten signature in black ink, appearing to read "Chip Swan".

Chip Swan
Public Works Director

Chip Swan, PWD

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #4

Deposit of sum of money or other suitable improvement guarantee equal to fifteen percent (15%) of the amount of the full improvement guarantee required by the Subdivision Ordinance with the Town Treasurer. Said money to be used by Town to correct any defects in design, materials, or workmanship that arise within one year from the date of acceptance of the improvements by the Town Council. Any money not used for such purpose by Town within two (2) years of acceptance shall be returned to the payor.



S.E. MacMillan Company, Inc.
GENERAL CONTRACTOR

TEL. (207) 942-2169 FAX (207) 945-3623
150 Husson Ave., #50, Bangor, Maine

P.O. Box 1539, Bangor, Maine 04402-1539

September 18, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane Subdivision
Hampden, Maine

Dear Hampden Town Council:

Reference is made to Item #4 of the Town Ways Ordinance stating "Deposit of sum of money or other suitable improvement guarantee equal to fifteen percent (15%) of the amount of the full improvement guarantee required by the Subdivision Ordinance with the Town Treasurer..."

The Town of Hampden and Stanley MacMillan have an escrow guarantee of \$564,000.00. Please retain 15% or \$84,600.00 for this improvement guarantee.

Very truly yours,

Stan MacMillan

SM:cwl

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #5

Submission of a written statement from owner's/developer's surveyor that all required property pins have been installed for the lots in the approved subdivision.



S.E. MacMillan Company, Inc.
GENERAL CONTRACTOR

TEL. (207) 942-2169 FAX (207) 945-3623
150 Husson Ave., #50, Bangor, Maine

P.O. Box 1539, Bangor, Maine 04402-1539

September 19, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane Subdivision
Hampden, Maine

Dear Hampden Town Council:

Reference is made to Item #5 of the Town Ways Ordinance stating "Submission of a written statement from owner's/developer's surveyor that all required property pins have been installed for the lots in the approved subdivision."

Enclosed is Brian Taylor's, Plisga & Day, Certificate of Completion stating that all iron rods have been set as depicted on the approved plan for the above project.

Very truly yours,

A handwritten signature in black ink that reads "Stan MacMillan". The signature is written in a cursive, flowing style.

Stan MacMillan

SM:cwl
enc.

CERTIFICATE OF COMPLETION

TO: Town of Hampden

I hereby certify that I am licensed as a Professional Land Surveyor by the State of Maine.

Further certifying that I have been in responsible charge of the survey depicted on a subdivision plan dated July 27, 2011, prepared by Kiser & Kiser Co., approved by the Planning Board of the Town of Hampden on December 14, 2011, recorded in Penobscot County Registry of Deeds as Map File 2012 - 45, and titled:

Subdivision Plan
Chickadee Crossing
Main Road North - Hampden, Maine
for
Billington, LLC

Further certifying that as of August 6, 2013, all iron rods labeled or noted by said plan of the development, are now in place

Dated at Bangor, Maine, September 11, 2013



Brian P. Taylor, Maine Licensed
Professional Land Surveyor No. 2169

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE

ARTICLE I

ITEM #6

Submission to the Town Attorney of the document(s) conveying any land, improvements, and any easements to the Town. Owner/Developer shall cause the following documentation to be delivered to the Town Attorney at least three (3) weeks prior to the Town Council meeting at which acceptance is desired:

- a. Copy of recorded subdivision plan;**
- b. Copy of proposed Warranty Deed conveying the street(s) and improvement(s), as well as any easement(s) appurtenant thereto, to the Town;**
- c. Copy of proposed Warranty Deed conveying any dedicated open space and access easement(s) to the Town;**
- d. Title Opinion or Title Agent's Certificate of Title evidencing that the land, street(s), improvements, open space, and easement(s) are free and clear of any encumbrances, liens, mortgages, etc. If title is not free and clear, owner/developer shall furnish documentation demonstrating that the title matters will be resolved prior to acceptance by the Town; and**
- e. Owner's Affidavit to the effect that all contractors, subcontractors, and material providers have been paid in full, and that the property is not subject to a mechanic's/materialman's lien under Maine law.**

WARRANTY DEED

BILLINGTON LLC, a Maine corporation with a principal place of business at Bangor, Penobscot County, Maine, as a dedication without consideration pursuant to 23 M.R.S. §3025, grants to **THE INHABITANTS OF THE TOWN OF HAMPDEN**, a municipal corporation, located in Hampden, Penobscot County, Maine, with Warranty Covenants, the land, together with any buildings or improvements thereon, in Hampden, Penobscot County, State of Maine, described as follows:

A 66-foot wide strip of land with cul-de-sac named Chickadee Lane, and depicted on a subdivision plan of Chickadee Crossing to be recorded in the Penobscot County Registry of Deeds, situate in the Town of Hampden, County of Penobscot, State of Maine, more particularly described as follows:

Beginning at a point in the northwesterly sideline of Main Road North, so-called, in said Hampden which said point lies South 54 degrees, 10 minutes, 01 second West a distance of 193.63 feet from an iron bolt marking the northeasterly corner of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded in Penobscot County Registry of Deeds in Book 11050, Page 285;

Thence along the northerly sideline of Chickadee Lane, so-called, North 35 degrees, 43 minutes, 34 seconds West a distance of 77.34 feet to a point of curvature;

Thence, by a curve concave to the south west having a radius of 333.00 feet, an arc distance of 113.07 feet to a point of tangency;

Thence, North 55 degrees, 10 minutes, 50 seconds West a distance of 59.90 feet to a point of curvature;

Thence, by a curve concave to the south west having a radius of 791.00 feet, an arc distance of 111.91 feet to a point of tangency;

Thence, North 63 degrees, 17 minutes, 11 seconds West a distance of 212.88 feet to a point of curvature;

Thence by a curve concave to the north east having a radius of 367.00 feet, an arc distance of 129.31 feet to a point of tangency;

Thence, North 43 degrees, 05 minutes, 55 seconds West a distance of 187.53 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 333.00 feet, an arc distance of 105.16 feet to a point of tangency;

Thence, North 61 degrees, 11 minutes, 32 seconds West a distance of 216.58 feet to a point of curvature;

Thence, by a curve concave to the north east having a radius of 267.00 feet, an arc distance of 70.47 feet to a point of tangency;

Thence, North 46 degrees, 04 minutes, 15 seconds West a distance of 112.70 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 333.00 feet, an arc distance of 137.42 feet to a point of tangency;

Thence, North 69 degrees, 42 minutes, 58 seconds West a distance of 104.70 feet to an angle point;

Thence, North 35 degrees, 30 minutes, 43 seconds West a distance of 113.35 feet to the point of curvature of the cul-de-sac of Chickadee Lane, so-called;

Thence by a curve concave to the south east having a radius of 71.00 feet, a chord bearing of South 37 degrees, 23 minutes, 10 seconds West, a chord length of 135.72 feet for an arc distance of 265.44 feet to a point of tangency;

Thence along the southerly sideline of said Chickadee Lane, South 69 degrees, 42 minutes, 58 seconds East a distance of 238.36 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 267.00 feet, an arc distance of 110.19 feet to a point of tangency;

Thence, South 46 degrees, 04 minutes, 15 seconds East a distance of 112.70 feet to a point of curvature;

Thence by a curve concave to the north east having a radius of 333.00 feet, an arc distance of 87.89 feet to a point of tangency;

Thence, South 61 degrees, 11 minutes, 32 seconds East a distance of 216.58 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 267.00 feet an arc distance of 84.31 feet to a point of tangency;

Thence, South 43 degrees, 05 minutes, 55 seconds East a distance of 187.53 feet to a point of curvature;

Thence by a curve concave to the north east having a radius of 433.00 feet, an arc distance of 152.56 feet to a point of tangency;

Thence, South 63 degrees, 17 minutes, 11 seconds East a distance of 212.88 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 725.00 feet, an arc distance of 102.57 feet to a point of tangency;

Thence, South 55 degrees, 10 minutes, 50 seconds East a distance of 59.90 feet to a point of curvature;

Thence by a curve concave to the south west having a radius of 267.00 feet, an arc distance of 90.66 feet to a point of tangency;

Thence, South 35 degrees, 43 minutes, 34 seconds East a distance of 77.46 feet to a point in the said sideline of Main Road North, which said point lies North 54 degrees, 10 minutes, 01 seconds East a distance of 159.14 feet from an iron rod marking the southeasterly corner of the premises described in the said deed to Billington, LLC, recorded as aforesaid in said registry in Book 11050, Page 285;

Thence, by and along said sideline, North 54 degrees, 10 minutes, 01 seconds East a distance of 66.00 feet to the point of beginning.

Also certain lots or parcels of land to be conveyed as open space as approved for compliance with required cluster development standards for open space and depicted on a subdivision plan of Chickadee Crossing to be recorded in the Penobscot County Registry of Deeds, situate in the Town of Hampden, County of Penobscot, State of Maine; more particularly described as follows:

Open Space 1

Beginning at a point in the northeasterly line of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded in Penobscot County Registry of Deeds in Book 11050, Page 285, which said point lies North 55 degrees, 13 minutes, 19 seconds West a distance of 123.57 feet from an iron rod marking the southeasterly corner of premises described in the deed to Greeley Farm Associates recorded in said registry in Book 4323, Page 39;

Thence by and along said line, North 55 degrees, 13 minutes, 19 seconds West a distance of 152.62 feet;

Thence, South 34 degrees, 34 minutes, 01 second West a distance of 131.45 feet to the northeasterly sideline of a proposed street;

Thence, along said sideline South 43 degrees, 5 minutes, 55 seconds East, a distance of 121.14 feet;

Thence, North 46 degrees, 54 minutes, 5 seconds East, a distance of 160.47 feet to the point of beginning, enclosing 19,751 square feet.

Open Space 2

Beginning at a point in the southwesterly line of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded as aforesaid in Penobscot County Registry of Deeds in Book 11050, Page 285, which said point lies North 55 degrees, 04 minutes, 42 seconds West a distance of 641.26 feet from an iron rod in the northwesterly sideline of Main Road North, so-called, and

marking the southeasterly corner of said premises; thence, along said line, North 55 degrees, 04 minutes, 42 seconds West a distance of 233.38 feet;

Thence North 33 degrees 25 minutes, 06 seconds East, a distance of 202.79 feet to the southeasterly sideline of a proposed street;

Thence, along said sideline by a curve concave southerly having a radius of 267.00 feet, and a chord bearing of South 49 degrees, 50 minutes, 25 seconds East an arc distance of 62.83 feet to a point of tangency;

Thence South 43 degrees, 5 minutes, 55 seconds East, a distance of 187.53 feet to a point of tangency;

Thence, by a curve concave northerly having a radius of 433.00 feet, and a chord bearing of South 44 degrees, 21 minutes, 07 seconds East an arc distance of 18.94 feet;

Thence, South 44 degrees, 23 minutes, 41 seconds West a distance of 156.68 feet to the point of beginning, enclosing 45,497 square feet.

Open Space 3

Beginning at a point in the northeasterly line of the premises described in the said deed to Billington, LLC, recorded as aforesaid in Penobscot County Registry of Deeds in Book 11050, Page 285, which said point lies North 55 degrees, 13 minutes, 19 seconds West a distance of 488.96 feet from the said iron rod marking the southeasterly corner of premises described in the said deed to Greeley Farm Associates recorded in said registry in Book 4323, Page 39;

Thence by and along said line, North 55 degrees, 13 minutes, 19 seconds West a distance of 120.00 feet;

Thence, South 29 degrees, 39 minutes, 58 seconds West, a distance of 148.95 feet to the northeasterly sideline of a proposed street;

Thence, along said sideline South 61 degrees, 11 minutes, 32 seconds East, a distance of 121.58 feet;

Thence, North 28 degrees, 48 minutes, 28 seconds East, a distance of 136.45 feet to the point of beginning, enclosing 17,197 square feet.

Open Space 4

Beginning at a point in the southwesterly line of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded as aforesaid in Penobscot County Registry of Deeds in Book 11050, Page 285, which said point lies South 55 degrees, 04 minutes, 42 seconds East a distance

of 1102.61 feet from an iron rod in the southeasterly sideline of U. S. Route 202, so-called, and marking the northwesterly corner of said premises;

Thence, along said line, South 55 degrees, 04 minutes, 42 seconds East a distance of 41.34 feet;

Thence, North 20 degrees, 17 minutes, 02 seconds East, a distance of 193.87 feet to the southeasterly sideline of a proposed street;

Thence, along said sideline North 69 degrees 42 minutes, 58 seconds West a distance of 40.00 feet;

Thence, South 20 degrees, 17 minutes, 02 seconds West, a distance of 183.42 feet to the point of beginning, enclosing 7,548 square feet.

Open Space 5

Beginning at an iron rod set in the southeasterly sideline of U.S. Route 202, so-called, at the northwesterly corner of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded in Penobscot County Registry of Deeds Book 11050, Page 285; thence, along said sideline North 55 degrees, 05 minutes, 04 seconds East, a distance of 414.41 feet to the northerly-most corner of said parcel;

Thence, continuing along said sideline in the same course, North 55 degrees, 05 minutes, 04 seconds East, a distance of 234.56 feet;

Thence, South 55 degrees, 13 minutes, 19 seconds East, a distance of 626.32 feet;

Thence, South 31 degrees, 35 minutes, 20 seconds West, a distance of 175.27 feet;

Thence, South 31 degrees, 35 minutes, 20 seconds West, a distance of 25.04 feet;

Thence, North 55 degrees, 13 minutes, 19 seconds West, a distance of 58.91 feet;

Thence, North 55 degrees, 13 minutes, 19 seconds West, a distance of 110.42 feet;

Thence, South 13 degrees, 18 minutes, 34 seconds West a distance of 177.47 feet;

Thence, North 78 degrees, 14 minutes, 48 seconds West, a distance of 123.89 feet;

Thence, South 12 degrees, 05 minutes, 13 seconds West, a distance of 138.91 feet;

Thence, South 5 degrees, 4 minutes, 26 seconds East, a distance of 89.59 feet to the southwesterly line of land of said Billington, LLC as described in the deed recorded as aforesaid in Book 11050, Page 285; thence along said southwesterly line, North 55 degrees 04 minutes 42 seconds West a distance of 755.29 feet to the point of beginning, enclosing 392,003 square feet.

Open Space 6

Beginning at a point in the northeasterly line of the premises described in the said deed to Billington, LLC, recorded as aforesaid in Penobscot County Registry of Deeds in Book 11050, Page 285, which said point lies South 55 degrees, 13 minutes, 19 seconds East, a distance of 811.74 feet from the northerly-most corner of said parcel;

Thence, South 20 degrees, 17 minutes, 02 seconds West a distance of 166.34 feet to the easterly sideline of a proposed street;

Thence, along said sideline, North 35 degrees, 30 minutes, 43 seconds West a distance of 69.29 feet;

Thence, North 54 degrees, 29 minutes, 17 seconds East a distance of 57.46 feet;

Thence, North 20 degrees, 17 minutes, 02 seconds East a distance of 106.99;

Thence, North 55 degrees, 13 minutes, 19 seconds West, a distance of 61.87 feet;

Thence, North 31 degrees, 35 minutes, 20 seconds East, a distance of 25.04 feet;

Thence, South 55 degrees, 13 minutes, 19 seconds East, a distance of 82.63 feet;

Thence, South 20 degrees, 17 minutes, 02 seconds West a distance of 46.48 feet to the point of beginning, enclosing 7,795 square feet.

Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1983, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.

Open Space 4 is further encumbered by a 25' water easement to the Hampden Water District extending from the right of way of Chickadee Lane to land of Grantee by deed recorded in book 4821, page 181. Said easement runs parallel to and 25' westerly of the easterly line of Open Space 4.

Open Space 5 is further restricted by a conservation easement, to be recorded concurrently with this deed, and is a conservation easement that was implemented as part of the wetland impact mitigation

requirements for permits issued to the Chickadee Crossing Subdivision by the Maine DEP and the Army Corps of Engineers.

Together with a stormwater drainage and sanitary sewer easement, 30' in width, over a strip of land from the westerly side line of the cul-de-sac of the above described Chickadee Lane parcel to Route 202, so called. Said easement shall be 15' either side of the common property line between lots 30 and 32 and the extension of said lot line to the southerly property line of Open Space 5; thence 30' northerly of and parallel to the southerly line of Open Space 5 to Route 202, as shown on said subdivision plan of Chickadee Crossing. Said easement grants the Town of Hampden the right to use said improvements and to enter the easement area with workers and equipment for the maintenance, repairs and replacement of the said improvements.

Also including a sewer line easement being 15' either side of the sewer line, as existing and generally traversing Open Space 5 in a northeasterly to southwesterly direction as shown on said subdivision plan for Chickadee Crossing. Said easement grants the Town of Hampden the right to use said improvement and to enter the easement area with workers and equipment for the maintenance, repairs and replacement of the said improvement.

Together with a drainage easement 20' in width over a strip of land along and parallel to the southerly (rear) lot line of lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28 and 30 along with Open Space parcels 2 & 4 and extending through Open Space parcel 5 to the intersection of the above referenced drainage easement, as shown on said subdivision plan of Chickadee Crossing. Said easement grants the

Town of Hampden the right use said easement and to enter the easement area with workers and equipment for the maintenance, repairs and replacement of the said drainage.

The above-described parcels are a portion of those premises conveyed by Bangor Federal Credit Union to Billington LLC by deed dated July 16, 2007 and recorded in the Penobscot County Registry of Deeds in Book 11050, Page 285; Said parcels are also a portion of those premises conveyed by Greeley Farms Associates to Billington LLC by deed dated September 27, 2013 and recorded in the Penobscot County Registry of Deeds in Book 13346, Page 51. Said parcels are shown in their entirety on the above noted plan of Chickadee Crossing Subdivision approved by the Hampden Planning Board on December 12, 2011, signed on April 11, 2012, and recorded as Plan # 2012-45 in the Penobscot County Registry of Deeds.

Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

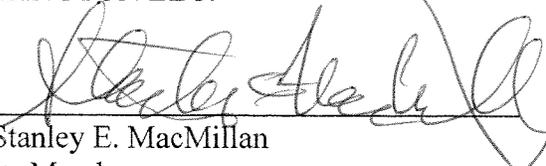
The Grantee's mailing address is 106 Western Avenue, Hampden, Maine 04444.

IN WITNESS WHEREOF, BILLINGTON LLC has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Stanley E. MacMillan, its member, hereunto duly authorized, this 27 day of September, 2013.

WITNESS:



BILLINGTON LLC.

By: 

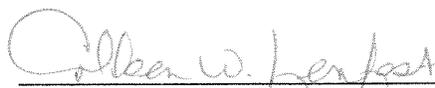
Stanley E. MacMillan
Its Member
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.

September 27, 2013

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

Before me,



Name: Colleen W. Lenfest

Notary Public/Attorney-at-Law

WAIVER OF LIEN – MATERIALS AND LABOR

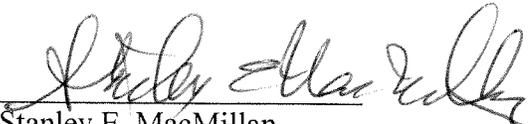
FINAL

Project Title: Chickadee Lane Subdivision

Location: Hampden, Maine

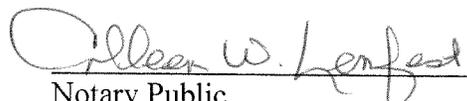
Owner: Billington, LLC

Personally appeared before me Stanley E. MacMillan, of Billington, LLC, to me personally known, and states that all subcontractors and suppliers of materials have been paid all sums due them for work performed or materials furnished in the performance on the above project.


Stanley E. MacMillan

Title: Owner

Subscribed and sworn to before me this 27th day of
September, 2013.


Notary Public

WAIVER OF LIEN – MATERIALS AND LABOR

FINAL

State of Maine

County of Penobscot

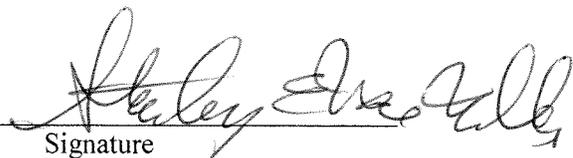
TO WHOM IT MAY CONCERN,

Whereas, **S. E. MacMillan Co., Inc.** the undersigned has been employed by S. E. MacMillan Co., Inc. to furnish labor and/or materials for the project known as the **Chickadee Lane Subdivision, Hampden, Maine.**

NOW THEREFORE, KNOW YE, THAT WE, the undersigned, for good and valuable considerations do hereby waive and release any and all lien or right of lien on said above project and premises under the Law, in relation to Mechanics' Liens Law, on account of labor and materials, or both, furnished by the undersigned to or on account of the said contract for the said project and premises only so far as that portion of work which has been included in our requisition dated **varies,** and all prior requisitions.

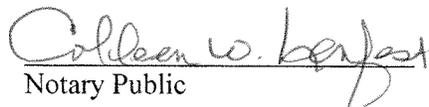
THIS WAIVER AND RELEASE is being made to the undersigned in the amount of **SPAID IN FULL,** which sums the undersigned certifies to have been paid the balance due the undersigned for all labor, materials or both, furnished by the undersigned to or on account of the said contract as included on our invoices.

GIVEN UNDER his hand and seal, the 27th day of September, 2013.
(his/her)

By: 
Signature

Stanley E. MacMillan, President
Name Printed

Subscribed and sworn to before me this 27th day of
September, 2013.


Notary Public

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE

ARTICLE I

ITEM #7

Approval by the Town Attorney of the document(s) conveying any land, improvements, or easements to the Town.

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE

ARTICLE I

ITEM #8

Delivery of the duly executed Warranty Deed(s), Easements, Real Estate Tax Transfer Tax Declaration form(s), any documents necessary to provide free and clear title, and check payable to the Registry of Deeds in the amount of the recording fee(s) to the Town Manager.

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE

ARTICLE I

ITEM #9

Payment of Town's legal fees and expenses incurred in reviewing the documentation called for by this ordinance.



S.E. MacMillan Company, Inc.
GENERAL CONTRACTOR

TEL. (207) 942-2169 FAX (207) 945-3623
150 Husson Ave., #50, Bangor, Maine

P.O. Box 1539, Bangor, Maine 04402-1539

September 18, 2013

Town Council
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Re: Chickadee Lane Subdivision
Hampden, Maine

Dear Hampden Town Council:

Reference is made to Item #9 of the Town Ways Ordinance which states "Payment of Town's legal fees and expenses incurred in reviewing the documents called for by this ordinance."

The Town of Hampden has an escrow guarantee of \$564,000.00. Please retain \$10,000.00 or a figure the Council deems necessary for this item.

Your consideration in this matter is greatly appreciated.

Very truly yours,


Stan MacMillan

SM:cwl

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #10

Letter from Bangor Hydro indicating that all power utilities have been accepted.



Emera Companies

September 23, 2013

S.E Macmillan Company, Inc.
P.O. Box 1539
Bangor, Maine 04402-1539

RE: Chickadee Lane Subdivision

Dear Stan:

Bangor Hydro Electric Company has inspected the installation of power line incorporated with Chickadee Lane Subdivision. The Line has been built to BHE specs and will be accepted by BHE to take ownership of the lines.

Thank You for your help with this project.

Sincerley,

A large, stylized handwritten signature in black ink, appearing to read "Jerrod Crouse".

Jerrod Crouse
Assistant Supervisor T & D Planning
Bangor Hydro Electric Company

Cc: Bob Osborne, Town Planner, Town of Hampden

TOWN OF HAMPDEN
TOWN WAYS ORDINANCE
ARTICLE I

ITEM #11

In cases where Public Water has been installed, a letter from the Hampden Water District Superintendent indicating that the water has been installed and tested to their satisfaction.

Hampden Water District



Tel: (207) 862-3490
Fax: (207) 862-3595
www.hampdenwaterdistrict.org

P.O. Box 218
Hampden, ME 04444-0218

September 19, 2013

S.E. MacMillan Company, Inc.
P.O. Box 1539
Bangor, Maine 04402-1539

Re: Chickadee Lane Subdivision

Dear Stan:

The Hampden Water District has inspected the installation, pressure testing, chlorination and bacteriological testing of the water main incorporated with the Chickadee Lane Subdivision. This has all been completed to the District's satisfaction and will accept ownership of these said lines once the Town of Hampden has accepted the ownership of the town way.

Thanks for your cooperation throughout this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Holyoke".

Jamie Holyoke
Superintendent
Hampden Water District

cc: Bob Osborne, Town Planner, Town of Hampden

CONSERVATION EASEMENT

RECITALS

BY THIS INDENTURE, made this _____, day of _____ 2013, by **Billington LLC** (hereinafter referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with address of 81 Park Street, Bangor, Maine, is the owner in fee simple of certain real property located in the town of Hampden, County of Penobscot, (hereinafter "Property") more particularly bounded and described in deeds recorded in the Penobscot County Registry of Deeds in Book 11050, Page 285 and Book 13746, Page 51.

and;

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

[See Attachment A]

(hereinafter "Easement Area"); and

WHEREAS, the **Town of Hampden**, a municipality, having a principal place of business at 106 Western Ave, Hampden, Maine (hereinafter referred to "Grantee" which word shall include all successors, assigns, agents and designees) has determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Easement Area as open space, in its natural state; and

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

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

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

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

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

1. PURPOSE

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

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

2. USE LIMITATIONS

Grantor intends that this Easement will confine the use of the Easement Area in perpetuity to such activities as are consistent with the purposes of this Easement. Provided, however, that this Conservation Easement is conveyed subject to the stormwater drainage and sanitary sewer easement, the sewer line easement, and the drainage easement conveyed by Billington LLC to the Town of Hampden by Warranty Deed of recent date, to be recorded in the Penobscot County Registry of Deeds. Except for the activities authorized by the foregoing easements, any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. The following limitations shall apply:

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

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

3. EXCEPTIONS

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

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality. Materials may be left on site if utilized for habitat management.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety, aesthetic quality, fire control, wildlife habitat and to manage & remove invasive species.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Grantee and/or any other local or state boards/agencies.
- e. Install new utilities and the right to convey easements for such utilities.
- f. Maintain, repair and replace utilities and their easement areas.

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

4. RESERVED RIGHTS

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

The Grantor reserves to itself the rights to create, restore, remediate, monitor and maintain those areas within the easement as required by the Compensatory Mitigation Plan Permit No. NAE-2010-2114 issued by the Department of the Army, New England District, Corps of Engineers, dated January 17, 2012

5. COMPLIANCE INSPECTION

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

6. MARKING OF PROPERTY

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

7. PROPERTY TRANSFERS

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

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

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

Grantee shall be under no obligation to maintain the Easement Area, to enforce any provisions of this easement or pay any taxes or assessment thereon.

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

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

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

10. BREACH OF EASEMENT

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

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

11. SEVERABILITY

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

12. MERGER

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

13. CONDEMNATION

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

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

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

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

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

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

IN WITNESS WHEREOF, BILLINGTON LLC has caused this instrument to be signed in its corporate name by Stanley E. MacMillan, its President, hereunto duly authorized, this ____ day of _____, 2013.

WITNESS:

BILLINGTON LLC

By: _____
Stanley E. MacMillan
Its President
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

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

Before me,

Name:
Notary Public/Attorney-at-Law

The above and foregoing Conservation Easement was authorized to be accepted by the Town of Hampden, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through Susan Lessard, its Manager, hereunto duly authorized, this ____ day of _____, 2013,

Town of Hampden

By: _____
Susan Lessard
Its Manager
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

Then personally appeared the above-named Susan Lessard and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town of Hampden.

Before me,

Name:
Notary Public/Attorney-at-Law

THIRD PARTY ENFORCER ACCEPTANCE

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

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Its: Director, Bureau of Land & Water Quality

Exhibit A

A certain lot or parcel of land, together with any improvements thereon, situate in the Town of Hampden, County of Penobscot, State of Maine, more particularly described as follows:

beginning at an iron rod set in the southeasterly sideline of U.S. Route 202, so-called, at the northwesterly corner of the premises described in the deed to Billington, LLC, dated July 16, 2007, recorded in Penobscot County Registry of Deeds Book 11050, Page 285;

thence, along said sideline North 55 degrees, 9 minutes, 46 seconds East, a distance of 648.99 feet;

thence, South 55 degrees, 13 minutes, 19 seconds East, a distance of 626.32 feet;

thence, South 31 degrees, 35 minutes, 20 seconds West, a distance of 200.31 feet;

thence, North 55 degrees, 13 minutes, 19 seconds West, a distance of 169.33 feet;

thence, South 13 degrees, 18 minutes, 34 seconds West, a distance of 177.47 feet;

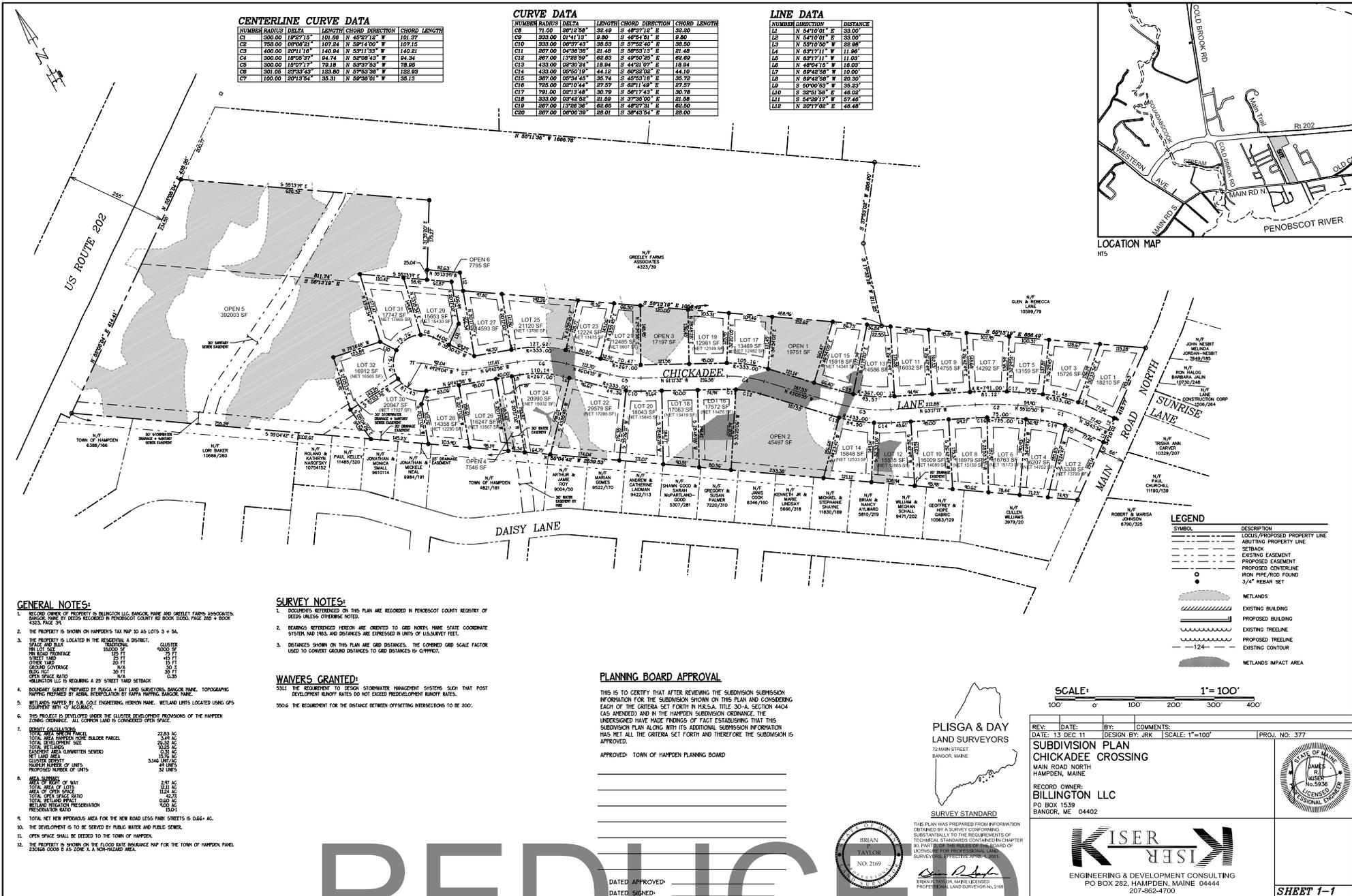
thence, North 78 degrees, 14 minutes, 48 seconds West, a distance of 123.89 feet;

thence, South 12 degrees, 5 minutes, 13 seconds West, a distance of 138.91 feet;

thence, South 5 degrees, 4 minutes, 26 seconds East, a distance of 89.59 feet to the southwesterly line of land of said Billington, LLC as described in the deed recorded as aforesaid in Book 11050, Page 285;

thence along said southwesterly line, North 55 degrees 04 minutes 42 seconds West a distance of 755.29 feet to the point of beginning.

The above described parcel of land contains 9.00 ac. Bearings referenced herein are oriented to Grid North, Maine State Coordinate System of 1983, East Zone, as determined by a survey conducted by Plisga & Day, Land Surveyors.



CENTERLINE CURVE DATA

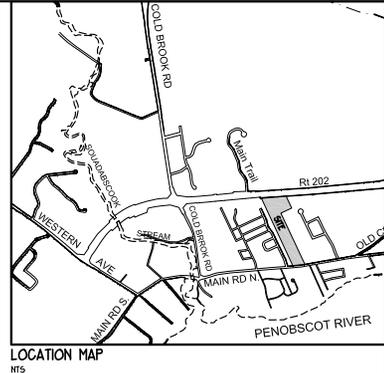
| NUMBER | RADIUS | DELTA | LENGTH | CHORD | DIRECTION | CHORD LENGTH |
|--------|--------|------------|--------|---------------|-----------|--------------|
| CC1 | 300.00 | 180°21'51" | 101.88 | N 48°27'12" E | 101.87 | |
| CC2 | 788.00 | 08°08'21" | 107.84 | N 89°14'00" W | 107.15 | |
| CC3 | 400.00 | 20°11'18" | 140.84 | N 59°14'33" W | 140.81 | |
| CC4 | 300.00 | 180°21'51" | 84.74 | N 50°28'43" W | 84.34 | |
| CC5 | 300.00 | 180°21'51" | 78.18 | N 50°28'43" W | 78.05 | |
| CC6 | 300.00 | 20°28'43" | 188.80 | N 50°28'43" W | 188.80 | |
| CC7 | 100.00 | 180°21'51" | 35.31 | N 50°28'43" W | 35.13 | |

CURVE DATA

| NUMBER | RADIUS | DELTA | LENGTH | CHORD | DIRECTION | CHORD LENGTH |
|--------|--------|-----------|--------|---------------|-----------|--------------|
| CC8 | 71.00 | 88°12'58" | 38.48 | S 48°27'12" E | 38.20 | |
| CC9 | 333.00 | 01°41'13" | 19.80 | S 48°27'12" E | 19.80 | |
| CC10 | 333.00 | 06°37'43" | 38.53 | S 89°28'40" E | 38.50 | |
| CC11 | 387.00 | 04°38'38" | 21.48 | S 89°28'40" E | 21.48 | |
| CC12 | 387.00 | 13°28'50" | 62.83 | S 49°00'35" E | 62.69 | |
| CC13 | 433.00 | 05°30'24" | 18.84 | S 44°21'07" E | 18.84 | |
| CC14 | 433.00 | 05°50'10" | 44.12 | S 40°28'50" E | 44.10 | |
| CC15 | 387.00 | 05°34'45" | 35.74 | S 45°53'18" E | 35.72 | |
| CC16 | 725.00 | 05°10'44" | 37.57 | S 65°11'49" E | 37.57 | |
| CC17 | 781.00 | 05°13'48" | 130.79 | S 50°17'43" E | 130.78 | |
| CC18 | 333.00 | 03°42'58" | 21.59 | S 37°35'00" E | 21.58 | |
| CC19 | 387.00 | 13°28'50" | 62.85 | S 48°27'12" E | 62.50 | |
| CC20 | 387.00 | 08°00'35" | 58.01 | S 38°43'54" E | 58.00 | |

LINE DATA

| NUMBER | DIRECTION | DISTANCE |
|--------|---------------|----------|
| L1 | N 54°10'01" E | 33.00' |
| L2 | N 54°10'01" E | 33.00' |
| L3 | N 52°10'50" W | 22.99' |
| L4 | N 63°17'11" W | 11.96' |
| L5 | N 63°17'11" W | 11.03' |
| L6 | N 48°04'15" W | 16.03' |
| L7 | N 89°42'58" W | 10.00' |
| L8 | N 89°42'58" W | 80.00' |
| L9 | S 60°00'53" W | 35.23' |
| L10 | S 38°12'58" E | 48.55' |
| L11 | S 64°29'17" W | 57.49' |
| L12 | N 20°17'08" E | 46.48' |



- GENERAL NOTES:**
- SECOND OWNER OF PROPERTY IS BILLINGTON LLC, BANGOR, MAINE AND GREELLY FARMS ASSOCIATES, BANGOR, MAINE BY DEEDS RECORDED IN PENOBSCOT COUNTY RECORD BOOK 11000, PAGE 285 & BOOK 1323, PAGE 24.
 - THE PROPERTY IS SHOWN ON HAMPSHIRE TAX MAP 30 AS LOTS 3 & 5A.
 - THE PROPERTY IS LOCATED IN THE RESIDENTIAL 4 DISTRICT.

| | |
|--------------------|----------|
| CLUSTER | 4000 SF |
| MIN LOT SIZE | 18000 SF |
| MIN FRONT SETBACK | 150 FT |
| MIN SIDE SETBACK | 20 FT |
| MIN REAR SETBACK | 20 FT |
| MIN FRONT YARD | 20 FT |
| MIN SIDE YARD | 20 FT |
| MIN REAR YARD | 30 FT |
| MIN FRONT PORCHAGE | 30 FT |
| MIN SIDE PORCHAGE | 30 FT |
| MIN REAR PORCHAGE | 30 FT |
| MIN FRONT DRIVE | 30 FT |
| MIN SIDE DRIVE | 30 FT |
| MIN REAR DRIVE | 30 FT |
| MIN FRONT DRIVE | 30 FT |
| MIN SIDE DRIVE | 30 FT |
| MIN REAR DRIVE | 30 FT |
 - BOUNDARY SURVEY PERFORMED BY PLISGA & DAY LAND SURVEYORS, BANGOR, MAINE. TOPOGRAPHIC MAPPING PERFORMED BY AERIAL INTERPOLATION BY KAPPA SURVEYING, BANGOR, MAINE.
 - WETLANDS MAPPED BY S.W. COLL ENGINEERING, HERRON, MAINE. WETLAND LIMITS LOCATED USING GPS EQUIPMENT WITH 3" ACCURACY.
 - THIS PROJECT IS DEVELOPED UNDER THE CLUSTER DEVELOPMENT PROVISIONS OF THE HAMPSHIRE ZONING ORDINANCE. ALL COMMON LAND IS CONSIDERED OPEN SPACE.
 - PROPERTY CALCULATION:

| | |
|---|--------------|
| TOTAL AREA SHOWN | 2224 AC |
| TOTAL AREA HAMPSHIRE ZONING BULKER PARCEL | 2,224 AC |
| TOTAL DEVELOPMENT SIZE | 2,224 AC |
| TOTAL WETLANDS | 20,225 AC |
| EXISTING OPEN SPACE | 10,225 AC |
| EXISTING OPEN SPACE (MINIMUM SETBACK) | 10,225 AC |
| NET LAND AREA | 10,225 AC |
| MINIMUM AREA PER UNIT | 3,346 SQ FT |
| MINIMUM AREA PER UNIT | 10,225 SQ FT |
| PROPOSED NUMBER OF UNITS | 32 UNITS |
 - AREA SURVEY:

| | |
|----------------------------|-----------|
| TOTAL AREA OF WAY | 2,224 AC |
| TOTAL AREA OF OPEN SPACE | 10,225 AC |
| TOTAL OPEN SPACE RATIO | 45.5% |
| TOTAL WETLANDS | 20,225 AC |
| TOTAL WETLANDS RATIO | 90.5% |
| WETLAND PRESERVATION | 10,225 AC |
| WETLAND PRESERVATION RATIO | 45.5% |
 - TOTAL NET NEW PERVIOUS AREA FOR THE NEW ROAD LESS PARK SHEETS IS 0.66 AC.
 - THE DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
 - OPEN SPACE SHALL BE DEEDED TO THE TOWN OF HAMPSHIRE.
 - THE PROPERTY IS SHOWN ON THE FLOOD HAZARD INSURANCE MAP FOR THE TOWN OF HAMPSHIRE, PARCEL 23068 0008 & JO ZONE X, A NON-FLOOD AREA.

- SURVEY NOTES:**
- DOCUMENTS REFERENCED ON THIS PLAN ARE RECORDED IN PENOBSCOT COUNTY REGISTRY OF DEEDS UNLESS OTHERWISE NOTED.
 - BEARINGS REFERENCED HEREON ARE OBTAINED TO GRID NORTH, MAINE STATE COORDINATE SYSTEM, AND DISTANCES ARE EXPRESSED IN UNITS OF USUSARY FEET.
 - BEARINGS SHOWN ON THIS PLAN ARE GRID DISTANCES. THE CORRECTED GRID SCALE FACTOR USED TO CONVERT GRID DISTANCES TO GRID DISTANCES IS 0.99997.
- WAIVERS GRANTED:**
533. THE REQUIREMENT TO DESIGN WATERWAY MANAGEMENT SYSTEMS SUCH THAT POST DEVELOPMENT RUNOFF RATES DO NOT EXCEED PREDEVELOPMENT RUNOFF RATES.
 - 500.6. THE REQUIREMENT FOR THE DISTANCE BETWEEN OFFSETTING INTERSECTIONS TO BE 200'.

PLANNING BOARD APPROVAL

THIS IS TO CERTIFY THAT AFTER REVIEWING THE SUBDIVISION SUBMISSION INFORMATION FOR THE SUBDIVISION SHOWN ON THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN M.R.S.A. TITLE 30-A, SECTION 4404 (AS AMENDED) AND IN THE HAMPSHIRE SUBDIVISION ORDINANCE, THE UNDERSIGNED HAVE MADE FINDINGS OF FACT ESTABLISHING THAT THIS SUBDIVISION PLAN ALONG WITH ITS ADDITIONAL SUBMISSION INFORMATION HAS MET ALL THE CRITERIA SET FORTH AND THEREFORE THE SUBDIVISION IS APPROVED.

APPROVED: TOWN OF HAMPSHIRE PLANNING BOARD

PLISGA & DAY
LAND SURVEYORS
72 MAIN STREET
BANGOR, MAINE



SURVEY STANDARD
THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90, PART 2 OF THE RULES OF THE BOARD OF LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

Brian J. Taitlor
PROFESSIONAL LAND SURVEYOR NO. 2169

SCALE: 1" = 100'

100' 0' 100' 200' 300' 400'

| | | | | |
|------|-----------|-----|----------------|---------------|
| REV: | DATE: | BY: | COMMENTS: | PROJ. NO. 377 |
| | 13 DEC 11 | JRK | SCALE: 1"=100' | |

SUBDIVISION PLAN
CHICKADEE CROSSING
MAIN ROAD NORTH
HAMPSHIRE, MAINE

RECORD OWNER:
BILLINGTON LLC
PO BOX 1539
BANGOR, ME 04402



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

REDUCED



Joe Rogers <jlroger>

C-4-d
C-4-e

Town awarded grants

1 message

Susan Lessard <manager@hampdenmaine.gov>

Mon, Sep 30, 2013 at 12:43 PM

To: Bill Shakespeare <shakespearetowncouncil@hampdenmaine.gov>, Denise <clerk@hampdenmaine.gov>, Janet Hughes <hughestowncouncil@hampdenmaine.gov>, Jean Lawlis <lawlistowncouncil@hampdenmaine.gov>, "Thomas A. Russell" <tar@frrlegal.com>, Tom Brann <branntowncouncil@hampdenmaine.gov>, David Ryder <rydertowncouncil@hampdenmaine.gov>, Carol Duprey <dupreytowncouncil@hampdenmaine.gov>, Joe Rogers <jlrogers@hampdenmaine.gov>

Good afternoon-

The Town was notified on Friday that we are the recipient of a COPS grant for another police officer. The Public Safety director had discussed this application with the Council back when the application was made. The purpose of the additional officer would be for an additional school resource officer. The school system would contribute to the cost if it were to occur. This will appear on the Finance & Administration Committee agenda on Monday, October 7th with all the information - I just wanted to give you all a heads up since the news media has already been calling about it. Thanks to Sargent Stewart of the Police Department for preparing this application.

We were also awarded a grant from the Department of Environmental Protection to fund a watershed study of the Sucker Brook watershed. That stream will likely be officially cited as impaired within the next year. This grant will fund the work necessary to determine what steps the town has to take to be in compliance. Thanks to Gretchen Heldmann for writing this grant application.

Take care-
Sue



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



C-4-e

PAUL R. LEPAGE
GOVERNOR

PATRICIA W. AHO
COMMISSIONER

September 27, 2013

Susan Lessard, Town Manager
Town of Hampden
106 Western Ave.
Hampden, ME 04444

RE: Notification of Conditional Grant Awards under RFP #201305540
2014 Grants for Nonpoint Source Pollution Control Projects, Watershed-based Plan Development

Dear Ms. Lessard:

This letter is in regard to the subject Request for Proposals (RFP), issued by the State of Maine Department of Environmental Protection for the RFP titled "2014 Grants for Nonpoint Source Pollution Control Projects, Watershed-based Plan Development". The Department has evaluated the proposals received using the evaluation criteria identified in the RFP. The Department is hereby announcing its conditional grant awards to the following applicants, in no particular order:

- City of Saco, Goosefare Brook Watershed-based Plan Development Project
- Cobbossee Watershed District, Developing a Watershed-based Plan for Cochnewagon Lake
- Hancock County SWCD, Alamoosook Lake Watershed-based Plan and Watershed Survey
- Town of Hampden, Development of a Watershed-based Plan for Sucker Brook
- Cumberland County SWCD, Sebago Lake Watershed-based Plan

The applicants listed above received the evaluation team's highest rankings. The Department will be contacting the aforementioned applicants soon to negotiate a grant award. The Department reserves the right to revoke any conditional award as specified in Department of Administrative and Financial Services Rule Chapter 110.

This award decision is subject to the final approval of the State Procurement Review Committee and the successful negotiation of a grant award. Any person aggrieved by the award decision may appeal the decision in the manner prescribed in the RFP and defined in 5 M.R.S.A. § 1825-E, and in Department of Administrative and Financial Services Rule Chapter 120.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

Norm Marcotte, NPS Program Coordinator
Bureau of Land & Water Quality

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143



Susan Lessard <manager

C-4-g

Agenda Item

2 messages

Carol Duprey <dupreytowncouncil@hampdenmaine.gov>
To: Susan Lessard <manager@hampdenmaine.gov>

Tue, Oct 1, 2013 at 3:25 PM

Sue,

I would like the following matter placed on the October 7th council agenda.

1. Discussion and concern of excessive cancer numbers on or around Coldbrook Road in Hampden and within 1 mile of the former Pine Tree landfill.
2. Hearing from residents who live in the affected area.
3. Request by me to the Council to have the town pay for a third party survey of the affected area's current and former residents to see if there is an elevated cancer risk in this area.

Brian has been getting nowhere with the cancer registry who deny there is an elevated cancer risk in Hampden, so I think this is the next logical course of action. I have seen the numbers on Coldbrook Road and they seem very high to me, but that is an unscientific survey. I think this confidential survey needs to be done by a third party due to the fact you are on the DEP Board, that would alleviate the appearance of impropriety.

Thank you,

Carol

Susan Lessard <manager@hampdenmaine.gov>
To: Carol Duprey <dupreytowncouncil@hampdenmaine.gov>

Tue, Oct 1, 2013 at 3:28 PM

Hi Carol -
I will put it on the agenda for the 10/7 meeting as you have requested.

Sue

[Quoted text hidden]