

Town of Hampden

FINANCE & ADMINISTRATION COMMITTEE MEETING

Tuesday, February 19th, 2019

6:00 P.M.

Hampden Town Office

AGENDA

1. Approval of Minutes
 - a. February 4, 2019
2. Review & Sign Warrants
3. Unfinished Business
 - a. Council rules review – standing item
 - b. Request for Input from Council for the Agenda and Structure of the “Council Goals Setting Session” scheduled for Saturday, March 30, 2019 – *Request of the Town Manager and Staff*
4. New Business
 - a. Discussion of a request to Council for a potential abatement of personal property taxes for the White House Motel, Inc. – *Request of White House Motel, Inc. and Town Assessor Kelly Karter*
 - b. Recommendation authorizing the Town Manager to enter into a contractual agreement with Coastal Resources of Maine, LLC to accept single-sort recyclables from the Town at the Fiberright facility – *Request of the Town Manager and Public Works Director Sean Currier*
 - c. Recommendation authorizing the Town Manager to enter into a contractual agreement with Maine Department of Transportation regarding the Town’s portion of the Federally funded Route 1-A and Grist Mill Bridge project – *Request of Public Works Director Sean Currier*
 - d. Report to Council regarding potential acquisition of Foreclosed Properties by the Town – *Request of the Town Manager/Treasurer*
5. Manager’s Items
 - a. Public Safety Director Recruitment Announcement and discussion of the selection process – *Requested by Mayor McPike*

- b. Update on outstanding legal issue related to 114 Old County Road – *Request of the Town Attorney & Town Manager*
 - c. Budget Review Schedule of Public Sessions for Council Review of Departmental Lines of Business in the FY20 Proposed Budget – *Request of the Town Manager*
 - d. Informational Item, Job Description for the Town Manager – *Request of the Councilor Wright*
 - e. Informational Item, Review of Council-Staff Relations, and structural changes to the Administration, Public Works & Public Safety Departments – *Request of the Town Manager*
- 6. Public Comment
 - 7. Committee Member Comments
 - 8. Adjournment

Town of Hampden

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, February 4th, 2019

6:00 P.M.

Hampden Town Office

MINUTES

Attending:

Councilor Wright, Chair

Mayor McPike

Councilor Ryder

Councilor Wilde

Councilor Jarvi

Councilor McAvoy

Town Manager Jim Chandler

Town Clerk Paula Scott

Shelley Abbot, Rec Director

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

1. Approval of Minutes
 - a. January 22, 2019 – *Councilor McAvoy made a motion, seconded by Councilor Marble, to approve the minutes of January 22, 2019 – Unanimous, 7-0.*
2. Review & Sign Warrants – *Committee members reviewed and approved the disbursement warrants.*
3. Unfinished Business
 - a. *Council rules review – standing item – passed over*
 - b. *Designation of signatories for payroll and state fees warrants – Councilor Wright made a motion, seconded by Councilor McAvoy, to recommend to Council to designate Councilor Wright as the signer of the payroll and State fees warrants on the off-weeks, and to designate Councilor Wilde as the alternate and Councilor Jarvi as the next alternate. Unanimous, 7-0.*
4. New Business
 - a. *Recommendation regarding a request for a street light on the entry pole at the intersection of 1A and Highland Ridge - Requested by Chief Joe Rogers – Councilor Marble made a motion, seconded by Councilor Wilde, to recommend Council approve the request for a street light on the pole at the entrance of Highland Ridge. Unanimous, 7-0.*
 - b. *Recommendation regarding a request for a street light on Carey Drive Extension and Webb Drive - Requested by Chief Joe Rogers – Councilor*

Town of Hampden

Wright made a motion, seconded by Councilor Jarvi, to table this request until the next Finance & Administration meeting. Unanimous, 7-0.

c. Recommend Council authorization for the expenditure of \$ 10,323 from Recreation Area Reserve (3-767-00) for the fee associated with filing a Site Location of Development Act permit for Western Avenue municipal parking – *Councilor Wright made a motion, seconded by Councilor Marble to recommend Council authorization for the expenditure of \$10,323 from Rec Area Reserve for the filing fee for the permit for the Western Avenue municipal parking project. Unanimous, 7-0.*

d. Confirmation of date and time of the Council's annual Goals & Objectives session – Initial Proposal is Saturday, March 23rd from 8:30 – Noon – *Councilor Wilde made a motion, seconded by Councilor McPike, to set the Council's Goals & Objectives session for March 30th from 8:30 – Noon.*

5. Manager's Items

a. Informational Item, Executive Job Description for Assistant Town Manager – *Requested by Councilor Wright – Manager Chandler provided the job description for the Assistant Town Manager/Town Clerk position in hard copy to all members.*

6. Public Comment - *None*

7. Committee Member Comments - *None*

8. Adjournment – *With no other business, Councilor Marble made a motion, seconded by Councilor McAvoy, to adjourn at 6:59 p.m.*

Respectfully Submitted,



Paula A. Scott, CCM

HAMPDEN TOWN COUNCIL RULES

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

A Simple Three Way Test

Is it the truth?

Is it fair to all concerned?

Will it be beneficial for the Town?

The Hampden Councilor...

Will not act out of spite, bias, or favoritism

Will contribute to a climate of mutual trust and respect

Has the courage of his/her convictions

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

Will understand and demonstrate the elements of teams and teamwork

Will clearly define roles and relationships

Will establish and abide by a Council-staff partnership

And will allocate Council time and energy appropriately.

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

- c. Cell phone use, texting, and email may be done during breaks in regular or special Council meetings or committee meetings.
5. Town Councilors shall participate in Freedom of Access Act training within 120 days of being sworn in as a Town Councilor and documentation of that training shall be filed with the Town Clerk.
6. Town Councilors shall participate in Elected Officials training offered by the Maine Municipal Association within the first year of office. If a Councilor is unable to complete this training within the first year, the deadline may be extended upon petition by the Councilor and assent of a majority of the Council. *(Amended 2/1/2016)*
7. A New Councilor orientation packet shall be provided to all Councilors at the time they are sworn in.
8. The Mayor shall take the chair at the appointed time for the meeting, call the members to order, and proceed to the following order of business:
(Amended 1/21/2014; 4/7/2014; 5/19/14)
 - A. Pledge of Allegiance
 - B. Consent Agenda
 1. Signatures – Treasurer's Warrants, etc
 2. Secretary's Report
 3. Communications
 4. Reports
 - C. Public Comments
 - D. Policy Agenda
 1. News, Presentations & Awards
 2. Public Hearings
 3. Nominations-Appointments – Elections
 4. Unfinished Business
 5. New Business
 - E. Committee Reports
 - F. Manager's Report
 - G. Councilor Comments
 - H. Adjournment
9. In the absence of the Mayor, the Deputy Mayor shall preside over the Town Council meeting. In the absence of the Deputy Mayor, the Mayor shall appoint, in advance, another Councilor to chair the meeting. *(Amended 9/19/2016)*
10. When a question is under debate, the only motions that the Mayor shall entertain will be a motion to adjourn, or a motion to lay on the table the previous question, or to postpone the previous question to a day certain, or to refer the previous question to a committee or some administrative official or to amend, or a motion to postpone the previous question indefinitely. Motions shall have precedence in order in which they are introduced. *(Amended 9/19/2016)*
11. When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote, to move a reconsideration thereof at the same, or the next stated meeting, but not afterwards; and

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

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

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

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

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

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

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

This policy replaces the Council Rules last updated February 1, 2016.

Adopted by Town Council: May 21, 2012

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

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

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

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And will allocate Council time and energy appropriately.

ARTICLE 1 Mayor/Deputy Mayor

1. At the commencement of the Calendar year, and pursuant to Section 204 of the Town Charter, the town's attorney shall preside over the town council's election of one of its members as Mayor for the ensuing year. The Mayor shall preside over all meetings of the Council at which he or she is present.
2. After the election of the Mayor, he or she shall preside over the election of Deputy Mayor. The Deputy Mayor shall serve as the presiding officer at any meeting at which the Mayor is absent and shall assume all duties of the Mayor until the Mayor is present. In the absence of the Deputy Mayor, the Mayor shall appoint, in advance, another Councilor to chair the meeting.
3. The Mayor shall recognize any Councilor who wishes to speak, shall state all motions that are before the assembly, rule on questions of parliamentary procedure and carry out all duties incumbent upon him under the laws of the State, the Town Charter, Town Ordinances, and the Rules of Procedure.

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

4. The Mayor shall take the chair at the appointed time for the meeting, call the members to order, and proceed with the order of business.

ARTICLE 2 Council

1. The Town Council shall only act by ordinance, order, or resolve. All ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the title. All orders and resolves shall be dated, numbered, and signed by the Town Clerk and the Town Councilors will receive a copy. No action of the Council shall be binding or valid unless adopted by the majority vote of those present.
2. In all motions of command, the form of expression shall be 'ordered' and in all motions concerning principles, facts, or purposes, the form shall be 'resolved'.
3. Town Councilors shall, pursuant to 1 MRSA § 412, participate in Freedom of Access Act training through the Maine Municipal Association's Elected Officials Course within 120 days of being sworn in as a Town Councilor. Documentation of that training shall be filed with the Town Clerk.
4. A New Councilor orientation packet shall be provided to all Councilors at the time they are sworn in.

ARTICLE 3 Agenda

1. The Town Council meetings shall be guided by a written agenda in the order of the following items:
 - A. Pledge of Allegiance
 - B. Approval of Agenda
 - C. Consent Agenda
 1. Signatures – Treasurer's Warrants, etc.
 2. Secretary's ~~Report~~ Minutes
 3. Communications
 4. ~~Reports~~ Committee minutes
 - D. Public Comments
 - E. Policy Agenda
 1. News, Presentations & Awards
 2. Public Hearings
 3. Nominations-Appointments – Elections
 4. ~~Old~~ Unfinished Business
 5. New Business
 - F. Committee Reports
 - G. Manager's Report
 - H. Councilor Comments

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

I. Adjournment

5. Any subject may be placed on the agenda for a council meeting by a councilor, the town manager or at the request of any citizen. Any subject presented by a citizen must be received at the town office at least 5 calendar days prior to the council meeting. The agenda shall be prepared and posted in the town office at least one business day prior to a scheduled council meeting. The name of the Council member or other person, persons, or group requesting an item on the agenda will be indicated on the agenda with the item.
- ~~2.~~ An item on the agenda may be taken up out of order by ~~unanimous consent.~~ a majority of those present.
3. A non-agenda item may be added to the agenda on the night of the meeting by unanimous consent of all Councilors present.
4. Any item on the consent agenda can be set aside for discussion at the request of any Councilor, prior to a motion on the remainder of the consent agenda.
5. Special Town Council meetings, as defined under Article 4, shall be guided by a written agenda in the order of the following items:
 - a. Call to Order
 - b. Topic(s) of the Meeting
 - c. Adjourn

ARTICLE 4 Meetings and Decorum

1. The first and third Mondays of each month are designated as 'regular' Council meetings with the provision that a unanimous vote of the Councilors present would cancel or reschedule a meeting. Whenever a regular meeting falls on a legal holiday, such meeting will take place the following day except upon unanimous vote of the Councilors present to cancel or reschedule the meeting.
2. Special meetings of the Town Council may be scheduled for other dates for special purposes. The agendas for such meetings shall be posted at the Post Office, Town Office, Town Sign Board, and on the Town website, no less than 72 hours in advance of the meeting (unless an emergency meeting is needed for the purpose of dealing with an unanticipated Town emergency, in which case posting shall be to all normal posting locations and via email to local print media as soon as it is identified that a meeting will be held).

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

3. As a matter of courtesy, conduct for all Council and Committee meetings shall be as follows:
 - i. Cell phones shall be silenced during Council & Committee meetings by Town Councilors, staff, and the public.
 - ii. Councilors and staff shall refrain from texting or emailing during all Council or Committee meetings.
 - iii. Cell phone use, texting, and email may be done during breaks in regular or special Council meetings or committee meetings.
4. In all cases where the parliamentary proceedings are not determined by the foregoing rules and orders, "Roberts Rules of Order" shall be taken as authority to decide the course of proceedings
5. When any Councilor is about to speak, they shall respectfully address the Mayor, confine themselves to the question under debate, and avoid personalities. No member speaking shall be interrupted by another but by a call to order, or to correct a mistake. [**discussion ended here on 9/17](#)
6. When any Councilor speaks to staff, consultants, or to members of the public who are in attendance, they shall do so in a respectful and professional manner, shall confine themselves to the question under debate, and avoid conduct unbecoming an elected representative of the Town.
7. Every member present, when a question is put, shall give their vote, unless the Council, for special reasons, shall excuse them. Application to be recused must be made before debate on the issue and the decision on the application shall be made by a majority vote of the council without debate. [**discussion ended here on 12/3 with no clear consensus of this item number](#)
8. The rules cannot be dispensed with or suspended if one or more members of the council shall object. No rule or order shall be amended or repealed without notice, in writing, being given at the preceding meeting.
9. Council Meetings shall not extend beyond 10 p.m. without an affirmative vote of the Town Council.
10. The Councilor Comment section of the agenda is reserved for any Council member to discuss matters not previously mentioned on the agenda. No official Council action can be taken during this portion of the meeting.

ARTICLE 5 Motions

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

1. The following motions do not require a second:
 - a. Nominations
 - b. Point of information
 - c. Point of order
 - d. Questions of privilege
 - e. Leave to withdraw a motion

2. The following motions are non-debatable:
 - a. Adjourn
 - b. Lay on the table
 - c. Filling in the blank
 - d. Point of information
 - e. Point of order
 - f. Question of privilege
 - g. Leave to withdraw a motion

3. When a question is under debate, the only motions that the Mayor shall entertain will be a motion to adjourn, or a motion to lay on the table the previous question, or to postpone the previous question to a date certain, or to refer the previous question to a committee or some administrative official or to amend, or a motion to postpone the previous question indefinitely. Motions shall have precedence in order in which they are introduced.

4. When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote, to move a reconsideration thereof at the same, or the next stated meeting, but not afterwards; and when a motion of reconsideration is decided, that vote shall not be reconsidered.

ARTICLE 6 Public Participation

1. Any person wishing to address the Town Council will be given the opportunity to do so in accordance with the following procedure:
 - a. Persons wishing to address the Council on an item which appears on the agenda shall wait until the Mayor announces the consideration of such item, at which time they may address the Council on that particular item. There shall be a five-minute limit on such comments per person, per item. In the event that a large number of persons wish to speak on an issue, this limit may be changed to ensure that all who wish to speak have the opportunity

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

to do so. Once public comment on an item has closed and a motion and second has been made by members of the Town Council, further public comment is only allowed if approved by a unanimous vote of the Town Council.

- b. Any person wishing to address the Council on an item not appearing on the agenda shall be allowed to do so only in that section of the agenda referred to as "Public Comments". There shall be a five-minute limit on such comments per person per subject raised. Items heard during Public Comment may be agendaed for a subsequent meeting or referred to a Committee or staff member for discussion/action. No votes may be taken by the Council on a subject raised during Public Comment without a vote by the Council to set aside the rules and add it to the regular agenda for consideration.
- c. Any person wishing to address the Council shall signify their desire by raising their hand and, when recognized by the Mayor, such person shall thereupon request permission to address the Council, giving their name and the name of the road on which they live and then designating the subject matter on which they desire to address the Council.
- d. The general public shall be allowed to comment on subjects at Special meetings in the same manner as for Regular Council meetings. There shall be no general Public Comment section for items not contained on the agenda for Special Council meetings

ARTICLE 7 Council Committees

1. At the commencement of the Calendar year, or as soon thereafter as possible, there shall be chosen the following Committees, each Committee to consist of three (3) or four (4) members of the Council as the Mayor may designate, or, upon a motion, the Council may ballot.
 - a. Finance & Administration – The purpose of this Committee shall be to review all items related to their fiscal impact on the Town as well as all matters that pertain to items of administrative procedures. This committee will also have the responsibility for the review and signature of all payment warrants.
 - b. Services Committee – The purpose of this Committee shall be to review all matters related to services provided by the Town related to recreation, parks, trails, the library, the pool, communications and other items related to non-emergency or public works services provided in the community.
 - c. Infrastructure – The purpose of this Committee shall be to review all matters pertaining to public infrastructure including buildings, roads, and all town capital equipment.

HAMPDEN TOWN COUNCIL RULES OF PROCEDURE

- d. Planning & Development – The purpose of this Committee shall be to review all matters related to all ordinances of the Town and all proposals for economic & community development.
2. Committee procedure shall be governed as follows:
 - a. All Committees will be required to post an agenda at least 48 hours prior to the meeting
 - b. It shall be the responsibility of the Committee Chair to discuss the development of the meeting agenda with the assigned staff person at least 24 hours before the meeting is required to be posted.
 - c. The assigned staff member shall prepare and post the agenda.
 - d. Draft minutes of each meeting will be prepared by the staff member supporting the committee within a reasonable time.
 - e. Committee meeting minutes shall be posted on the Town website following their approval by the Committee.
 - f. Non-committee Council members attending a Committee meeting will have voting rights if they have been present for the entire discussion of an issue, providing that at least two of the three appointed members of the committee are present. Voting rights shall encompass the ability to make a motion or to second any motion.
 - g. Two appointed members of the Committee shall constitute a quorum.
 - h. The Mayor shall serve as a member of all Committees for quorum purposes.
 - i. The Mayor may appoint members of the Council and/or citizens of the Town to special committees as authorized by the Council.

ARTICLE 8 Sanctions

1. Council members who intentionally and repeatedly do not follow council rules, or whose conduct is that unbecoming an elected official, may be reprimanded or formally censured by the Council. Serious infractions of Council Rules could lead to other sanctions as deemed appropriate by the Town Council.

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

Adopted by Town Council: May 21, 2012

Amended: January 21, 2014
 April 7, 2014
 May 19, 2014
 February 1, 2016
 September 19, 2016
 Date 2018



Item 3. b.

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

MEMORANDUM

TO: Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Executive Leadership Team:
Paula Scott, Assistant Town Manager/Clerk
Tammy Ewing, Finance Director
Joe Rogers, Public Safety Director
Sean Currier, Public Works Director
DATE: February 19, 2019
RE: Request for Council Guidance on Structure of Goals Workshop set for March 30, 2019

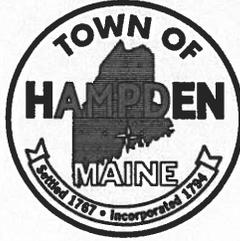
Council has scheduled its annual Goals Setting Workshop for Saturday morning, March 30, 2019 and Staff has requested more formal guidance as to the Agenda and how Council would like the time structured.

Suggestions from staff include a set Agenda for presentations by staff as well as time for open-ended discussion regarding finality of proposed Council Rules edits and a discussion of civility and decorum for how Councilors treat each other and staff.

If Councilors would please take a few minutes to discuss their goals and expected outcomes from the workshop, including any specific topics to be addressed and set some parameters, staff will return a draft agenda that includes topics suggested by both Councilors and staff at the next Finance-Administration Committee Meeting. Then a final agenda may be presented at the March 19th meeting and then posted for the public.

Thanks for your consideration of this request.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

D-5-d

February 12, 2019

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

RE: Abatement Request

Dear Ms. Brown,

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

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

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

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

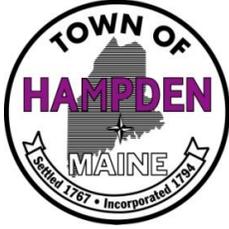
You have 60 days from the date this notice is received to appeal this decision. An appeal may be taken to the Hampden Board of Assessment Review (mailing address: Hampden Town Office, 106 Western Avenue, Hampden, ME 04444). You may also call the Assessor's office at (207) 862-4500 with any questions.

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

Sincerely,

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

Kelly J. Karter, CMA 2
Hampden Assessor



Item 4. b.

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

MEMORANDUM

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

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

Background

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

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

Fiscal Impacts

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

Legal Issues

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

Staff Recommendation

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

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

COASTAL RESOURCES OF MAINE LLC
RECYCLING SERVICES AGREEMENT
for MRC COMMUNITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Delivery and Acceptance of Recyclable Materials.

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

3. Collection and Transportation of Recyclable Materials.

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

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

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

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

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

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

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

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

5. Term of Agreement.

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

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

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

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

If to Coastal:

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

If to Town:

If to MRC:

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

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

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

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

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

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

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



Item 4. c.

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

MEMORANDUM

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

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

Background

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

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

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

Fiscal Impacts

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

Staff Recommendation

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

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

**MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT**

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

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

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

AND

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

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

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

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

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

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

7. Inspection:

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

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

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

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

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

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

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

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

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

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

15. Contact Information:

For the Department:

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

For the Utility:

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

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

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

IN THE PRESENCE OF:

TOWN OF HAMPDEN

Witness

By: _____

Print Name: Jim Chandler

Town Manager
Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Witness

By: _____

Print Name: Richard Crawford

Director, Bureau of Project Development
Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

TOWN OF HAMPDEN
(Route 1A, Hampden)

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

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

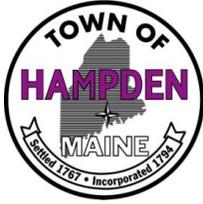
ESTIMATE OF UTILITY WORK:

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

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

ESTIMATED PAYMENT SCHEDULE:

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



Item 4. d.

MEMORANDUM

106 Western Avenue
Hampden, Maine 04444

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

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

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

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

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

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

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

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

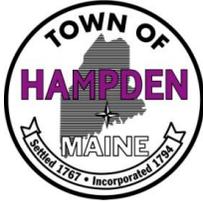
Respectfully submitted.

**TOWN OF HAMPDEN
2017 TAX FORECLOSURE LIST**

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

FORECLOSURE DATE: FEBRUARY 25 6:00 PM

UPDATED: 02/14/2019 3:15 PM



MEMORANDUM

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

TO: Finance & Administration Committee & Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Joe Rogers, Public Safety Director
DATE: February 19, 2019
RE: Public Safety Director Recruitment & Selection Process

After serving for 32 years (on March 4, 2019) as the Town's Police Chief and Public Safety Director – Joe has indicated he is ready to retire from Hampden. He will be impossible to replace, but to his credit he has built a team of professionals that allows the Town to select his successor from an internal process. This memorandum outlines the Process to replace the current Public Safety Director, Joe Rogers.

Background

In January the Town began the formal process to recruit his successor. An internal recruitment process began with the attached announcement circulated to all public safety employees. It described the position's principal responsibilities and both minimum and preferred qualifications, including education and minimum experience.

I made the announcement with Joe at the Department's annual full-day training event on a January Saturday, and we both made it clear that any full-time public safety employee meeting the minimum qualifications was invited to apply by February 25th, and all qualified candidates were assured of an interview opportunity.

Selection Process

The Initial Resume Review and Interview Panel will include the following evaluators:

- Hampden's Executive Staff Members:
 - Jim Chandler, Town Manager
 - Paula Scott, Assistant Town Manager
 - Tammy Ewing, Human Resources Officer
- Regional Professionals:
 - Mark Hathaway, Police Chief – City of Bangor
 - Frank Roma, Fire Chief – Town of Hermon
 - Jason Moffitt, Public Safety Director – City of Brewer
- Hampden's Mayor, Ivan McPike, requested the Council be involved in the selection process, and after discussions with the Executive Leadership Team he has been invited to participate (and he has agreed) to be an observer in the Oral Review Board interview process
- The Oral Review Board interview process will take place on Tuesday, March 26th and will theoretically result in a 'short-list' of finalists

- Second Round interviews will consist of the same three Town executive staff members from the first round Oral Review Board interviews
- Final selection will be made by the Town Manager and that person will be appointed, with the Council confirming the appointment (per Charter)
- It is expected that the successor will be appointed on April 8th and assuming they accept the position, this candidate will be submitted to the Town Council for confirmation at the April 15th Council Meeting
- The new director will begin working with Joe for a period of approximately two-three weeks, to ensure a smooth transition, particularly as it relates to the final preparations of the Public Safety Department's FY20 budget proposal
- Joe would officially retire at the end of April or early May, depending upon his decision to select a date that best suits his personal situation, and any desire he may have to use vacation leave
- Attached for your information is the Recruitment Announcement distributed to the Public Safety staff

Public Safety Director

For Internal Recruitment

The Town of Hampden is seeking a dynamic and energetic individual to lead our Public Safety Department. The Town prides itself on a long tradition of exemplary public service to its residents, visitors and corporate citizens. The current director began his career in Hampden as the Police Chief nearly 32 years ago, in March of 1987. In that time, the Town has grown significantly, and the Town took the initiative to combine the police and fire services into one Public Safety Department in 1994. The community has been well served for the 25 years since that time, and in 2002 the department incorporated code enforcement functions into public safety – to complement its law enforcement, emergency medical services and fire suppression missions.

The retirement of Public Safety Director Joe Rogers is a milestone for the Town and these critically important services. It is directly to his credit that the ranks of the department contain enough qualified candidates that the Town may benefit from recruiting his successor exclusively from within its existing leadership.

Desired Qualifications & Abilities

The ideal candidate will possess exceptional communication skills, strong organizational skills, and the trust and confidence of his/her colleagues and subordinates. Moving from a mid-level management or front-line position to be the leader of this large and complex department will be challenging – and rewarding for the successful incumbent.

The new director will be adept at working with all the Town's various departments, and our regional partnerships among police, fire, emergency management, public schools, code enforcement, transportation and public works agencies. The position requires a high degree of independent judgement, political savvy and a strong sense of community service, so the many times this position finds itself presenting to members of the public, community and business leaders, and the Town Council – they will speak with the genuineness and authority of confidence necessary to convey the message appropriate to the situation.

In addition to the minimum qualifications listed below, the preferred candidate will offer great customer service, the ability to multitask in a fast-paced working environment, professional communication skills in all forms of media and be tech-savvy. He/she will demonstrate a willingness to learn and employ both traditional and innovative management and leadership principles and practices. Lastly, the successor must be capable and willing to continue his tradition of developing his/her subordinates to ensure the future holds the likelihood that the department will continue to benefit from upward promotional opportunities. The new director will have and/or be open to developing a common vision of community policing and public safety collaboratively with the Town Manager and Town Council.

Desired Knowledge, Skills & Abilities

The position is responsible for the performance of difficult and varied leadership duties and all manner of public contacts. It requires independent judgment based on a thorough knowledge of public safety operations, including: law enforcement, fire suppression/prevention, advanced life support/emergency medical services and code enforcement/building inspection services.

Specific examples of knowledge, skills and abilities include:

- Knowledge of supervisory practices, problem-solving skills and analysis as they apply specifically to public safety organizations
- Understanding of departmental budgeting, and its relationship to the Town's overall budget priorities and process of development and approval
- Ability to maintain productive relationships with other town departments, other government agencies, news media and private organizations concerned with public safety/emergency management
- Ability to analyze the effectiveness of public safety operations and implement improvements and changes to practices and policies as needed
- Ability to support and/or coordinate emergency management functions related to major incident response
- Ability to supervise the drafting, revision and explanation of departmental rules, general orders, regulations, forms and related materials
- Ability to oversee the selection process for new police and firefighter recruits, including their certification process at any related academy or educational institution
- Ability to develop organizational leaders at all levels and in all public safety disciplines of the department
- Ability to perform additional duties that are consistent with the primary position's responsibilities, knowledge, skills and abilities, as assigned by the Town Manager

Required Education & Experience

Graduation from high school and a minimum of five years of experience working in a leadership, supervisory and/or specialized role within the Hampden Department of Public Safety; and certification as a law enforcement officer and/or firefighter/EMT by the State of Maine. A two or four-year degree in criminal justice, fire science, business administration or public administration from an accredited college or university is preferred. Additional advanced education and/or professional certifications in public safety will enhance the candidate's overall success in the position.

This is an exempt professional/technical position, with supervisory responsibilities, and is therefore not eligible for membership in a union. It is a salaried, with the earning of compensatory time to be negotiated with the employer. Salary is based upon education and experience, with the anticipated starting salary in the range of \$65,903 to \$76,291, based upon qualifications and current salary. Work is reviewed through internal and external audits and is evaluated through conferences, reports and annual administrative reviews.

How to Apply

Qualified candidates may apply by submitting a letter of interest, a resume and three (3) work related references – in confidence, to the Town Manager. A first review of applicants will begin on Monday, February 25th with the first round of interviews expected to begin in early-mid March – based upon the availability of the selection panel, with appointment and Council confirmation occurring in April.

The Town of Hampden is an Equal Opportunity Employer.

Edmond J. Bearor
E-Mail: ebearor@rudmanwinchell.com
Direct Dial: (207)992-2626

**Town of Hampden
RECEIVED**

FEB 04 2019

**Office of the
Town Manager**

January 31, 2019

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

Re: Paul E. Dolan, Pro Se v. Town of Hampden, Lynn and Cash Webb and Webb's RV

Dear Jim:

Enclosed is a copy of a Notice of Hearing scheduled for June 6, 2019 at 1:00 p.m. which we have received in connection with Mr. Dolan's action against the town, Webb and Webb's RV. Although captioned as a "hearing", this is simply a Trial Management Conference. You need not attend this conference, although since Mr. Dolan is Pro Se (representing himself), I suspect that the court will hold the Trial Management in the courtroom rather than in the judge's chamber, so you are certainly welcome to be present. At a Trial Management Conference, we are expected to advise the court as to what the issues are in the case, the number of witnesses we would expect to call and the length of trial. The court will then either schedule the matter for a trial in the District Court or the matter could be removed to the Superior Court if it will take more than two hours to try the case. I can assure you that it will take more than two hours so that this case is likely to get transferred to the Superior Court. If that happens it will be slowed down a bit and we would not expect any sort of a trial until fall at the earliest time.

Thank you.

Sincerely,



Edmond J. Bearor
EJB/leb
Enclosure

{R204441.1 57398-075671 }

STATE OF MAINE

75671
75896
75897

DISTRICT COURT
BANGOR
Docket No. BANDC-RE-2018-00079

NOTICE OF HEARING

PAUL E DOLAN

v.

TOWN OF HAMPDEN MAINE
LYNN WEBB
CASH WEBB
WEBB RV

RECEIVED

JAN 28 2019

RUDMAN WINCHELL
LAW OFFICES



Copy celebrated

To: PAUL E DOLAN
PO BOX 186
BANGOR ME 04402

This is to notify you that a hearing has been scheduled for TRIAL MANAGEMENT CONFERENCE on 06/06/2019 at 1:00 p.m. at the court located at:

Town of Hampden
RECEIVED

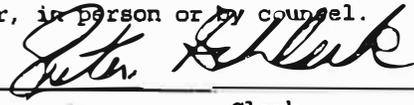
FEB 04 2019

Office of the
Town Manager

BANGOR DISTRICT COURT
78 EXCHANGE STREET
BANGOR ME

If you wish to be heard, you must appear, in person or by counsel.

Date: 01/25/2019



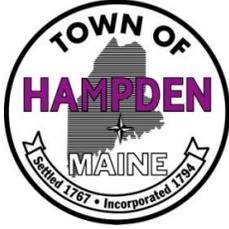
Clerk

cc: EDMOND BEAROR
RUDMAN & WINCHELL
PO BOX 1401
84 HARLOW STREET
BANGOR ME 04402-1401
(Attorney for TOWN OF HAMPDEN MAINE - DEF)

EDMOND BEAROR
RUDMAN & WINCHELL
PO BOX 1401
84 HARLOW STREET
BANGOR ME 04402-1401
(Attorney for LYNN WEBB - DEF)

EDMOND BEAROR
RUDMAN & WINCHELL
PO BOX 1401
84 HARLOW STREET
BANGOR ME 04402-1401
(Attorney for CASH WEBB - DEF)

EDMOND BEAROR
RUDMAN & WINCHELL
PO BOX 1401
84 HARLOW STREET
BANGOR ME 04402-1401
(Attorney for WEBB RV - DEF)



Item 5. c.

MEMORANDUM

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

TO: Town Council
FROM: Jim Chandler, Town Manager *JNC*
COPY: Executive Leadership Team:
Paula Scott, Assistant Town Manager/Clerk
Tammy Ewing, Finance Director
Joe Rogers, Public Safety Director
Sean Currier, Public Works Director
DATE: February 19, 2019
RE: Manager Submission of FY2020 Proposed Budget & Draft of Schedule for Council Public Review of Department and Division Lines of Business

The upcoming Fiscal Year 2020 budget planning is underway, and Council's past-practice has been to hold public sessions to review the various department and division budget proposals.

This series of proposed public sessions are hosted by Town Council, for formal review and discussion of the Town Department's various Lines of Business. This offers the public an opportunity to observe Council and staff interact to discuss proposed budget goals. This practice assists all parties in determining that any proposed spending supports the priorities established at the Town Council's Policy Direction level.

Council's role is to address overall objectives are being met by the Departmental and Division Lines of Business, so the materials will be presented in summary form, with members of the Town's Senior Management Team available to answer any questions. Past practice has been to have any Services or Infrastructure Committee matters that need attention in May be added to the Finance-Administration Committee Meeting Agendas on May 6th or May 20th and allow for the committee meeting dates to be used for budget review.

Please review and provide feedback regarding the format and dates presented on the attached calendar for the months of April, May and June. Once a schedule is collaboratively finalized between Council and staff, that version will be posted on our website and in the normal locations where our Agendas are posted to advertise this budget review schedule – so as to invite public participation.

Thanks for your consideration of this request.

Town of Hampden

PROPOSED FY-2020 Council & Public Budget Review Schedule

Monday – April 22 nd	Infrastructure Committee Meeting & Sewer Budget Discussion Sewer Collections Bangor Wastewater Potential referral of Sewer Rates to a Public Hearing in May
<u>Monday – April 29th</u>	<u>Town Manager’s Proposed FY2020 Budget Distributed to Council</u>
Wednesday – May 1 st 6:00 PM	Planning & Development Committee – Budget Discussion Revenues Economic Development Planning / GIS Assessing Tax Increment Financing (TIF)
Monday – May 6th 7:00 PM	Council Meeting Town Manager’s Public Presentation of Proposed FY2020 Budget
Wednesday – May 8 th 6:00 PM	Administration – Budget Discussion Town Council Administration Finance / Human Resources Information Technology Clerk Elections Tax Collector General Assistance
Monday – May 13 th 6:00 PM	Services Committee Meeting – Budget Discussion Recreation Programs Lura Hoit Pool Skehan Center Edythe Dyer Library Community Connector Bus Outside Agencies
Wednesday – May 15 th 6:00 PM	Public Safety – Budget Discussion Public Safety Police Fire / EMS Code Enforcement Marina
Monday – May 20th 7:00 PM	Council Meeting Potential Sewer Rate Public Hearing
Wednesday – May 22 nd 6:00 PM	Partnerships & Community Investment Program – Budget Discussion Penobscot County Taxes Education (RSU 22) Capital Program / Reserves Debt Service Non-departmental utilities
Tuesday – May 28 th 6:00 PM	Infrastructure Committee – Budget Discussion Public Works Building & Grounds Transfer Station / Solid Waste Cemetery Stormwater Management Municipal Building Municipal Garage / Fleet Management
Wednesday – May 29 th 6:00 PM	Open – Reserved for Additional Meeting Time as Needed

Town of Hampden

Monday – June 3rd
6:00 PM

Finance-Administration Committee – Final Budget Mark-up

Monday – June 3rd
7:00 PM

Council Meeting
Town Council Referral to Public Hearing

Tuesday – June 11th
Polls open 8am to 8 pm

RSU 22 Budget Validation Referendum

Monday – June 17th
6:00 PM

Finance-Administration Committee – Final Budget Adjustments
Validation of RSU22 Budget – Assuming Successful Referendum

Monday – June 17th
7:00 PM

Council Meeting
Town Council Public Hearing – Budget Adoption