

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, September 18th, 2017

6:00 p.m.

Hampden Town Office

1. Meeting Minutes

a. September 5th, 2017

2. Review & Sign Warrants

3. Old Business

a. Acceptance of Conservation Easement Holder designation for Constitution Avenue – *Continued from September 5th, 2017*

4. New Business

- a. Executive Session – Pursuant to 1 M.R.S.A. § 405(6) A – Personnel Matters
- b. Request authorization for the expenditure of an amount not to exceed \$2,213 from Municipal Building Reserve (3-702-00) for the purpose of paying Penobscot Temperature Controls to install a replacement propane monitor heater in the town office storage garage – *recommended by Sean Currier, DPW Director*
- c. Request authorization for the expenditure of \$751.52, plus accrued but unposted interest, up to the remaining balance of the Planning Board Reserve account (3-723-00) for the purpose of interim contract planning services
- d. Request authorization for the expenditure of \$120.02, plus accrued but unposted interest, up to the remaining balance of the Planning & Development Reserve account (3-721-00) for the purpose of interim contract planning services
- e. Request authorization for the expenditure of \$13,140.97 out of the Environmental Trust, Income for the purpose of

reimbursement of eligible storm water management expenses –
referral from the Environmental Trust Committee

- f. Contract award for the Snowplowing, Salting & Removal services at the Skehan Center
- g. Invitation for the Town of Hampden to participate in the 2020 Census Local Update of Census Addresses (LUCA) Operation
- h. Review of the status of the service charge appeal by Acadia Hospital and discussion regarding FY2018 service charge billing
- i. Review of October and November Council and Committee meetings

5. Public Comment

6. Committee Member Comments

7. Adjournment

CONSERVATION EASEMENT

RECITALS

BY THIS INDENTURE, made this _____, day of _____2017, by **The Cushing Family Corp** (hereinafter referred to as the “Grantor” which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor’s executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with address of PO Box 603, Hampden, Maine, is the owner in fee simple of certain real property located in the Town of Hampden, County of Penobscot, (hereinafter “Property”) more particularly bounded and described in deed recorded in the Penobscot County Registry of Deeds in Book 11966, Page 60.

and;

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

[See Attachment A]

(hereinafter “Easement Area”); and

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

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

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

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

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

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

1. PURPOSE

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

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

2. USE LIMITATIONS

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

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

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

3. EXCEPTIONS

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

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality. Materials may be left on site if utilized for habitat management.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety, aesthetic quality, fire control, wildlife habitat and to manage & remove invasive species.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Grantee and MDEP.
- e. Maintain, repair and replace the snowmobile trail and structures.
- f. Construct paths not greater than 10' wide to provide for passive recreation and enjoyment of the conservation lands. The path shall be located with approval of the Grantee and MDEP and shall not exceed 10% of the land area.

- g. Motorized vehicles shall be permitted on the path and for exempted maintenance activities provided they do not damage the soil surface or quality of the protected area and only with approval of the Grantee and MDEP. Emergency, rescue, fire control and damage restoration vehicles may access any portion of the property, if required.

4. RESERVED RIGHTS

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

However, due to the presence of the existing snowmobile trail, the Grantor will allow the general public use of the snowmobile trail for its intended use and general passive recreational use, including but not limited to walking, jogging, snow shoeing, cross country skiing, etc. All use shall be limited to the trail and ~~each use shall maintain the trail be~~ in accordance with the requirements of this easement. In addition, the Grantor shall extend general public use to any future trails on the property, if constructed, for passive recreational use. These By mutual consent of the Grantor and Grantee, these uses may be ~~terminated-disallowed~~ if violations of the easement conditions occur.

5. COMPLIANCE INSPECTION

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

6. MARKING OF PROPERTY

The perimeter of the Property shall at all times be plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area. The Grantor shall be responsible for placing markers and maintaining the marking system.

7. PROPERTY TRANSFERS

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

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

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

8. BENEFITS AND BURDENS

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

9. NOTICES

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

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

10. BREACH OF EASEMENT

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

Easement, the Grantee may pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantor or without waiting for the period provided to cure to expire.

- e. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- f. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair Grantee's rights or remedies or be construed as waiver.

11. SEVERABILITY

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

12. MERGER

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

13. CONDEMNATION

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

conservation of land and natural resources.

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

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

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

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

WITNESS:

THE CUSHING FAMILY CORP

By: _____

Andre E. Cushing III
Its President
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2017

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

Before me,

Name:

Notary Public/Attorney-at-Law

The above and foregoing Conservation Easement was authorized to be accepted by the Town of Hampden, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through Angus Jennings, its Manager, hereunto duly authorized, this ____ day of _____, 2017,

Town of Hampden

By: _____
Angus Jennings
Its Manager
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
, 2017

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

Before me,

Name:
Notary Public/Attorney-at-Law

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the above and foregoing Conservation Easement, pursuant to Title 33 M.R.S.A Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by Mark Bergeron, its Director of the Bureau of Land Resources, hereunto duly authorized and the said Mark Bergeron does hereby accept the foregoing Conservation Easement this _____ day of _____, 2017.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Its: Director, Bureau of Land Resources

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE SESSION STATUTES

The eight subjects permitted to be discussed in Executive Session are as follows:

PERSONNEL MATTERS:	1 M.R.S.A. § 405(6)(A)
SCHOOL STUDENT SUSPENSIONS/EXPULSIONS:	1 M.R.S.A. § 405(6)(B)
REAL ESTATE; ECONOMIC DEVELOPMENT:	1 M.R.S.A. § 405(6)(C)
LABOR CONTRACTS/NEGOTIATIONS:	1 M.R.S.A. § 405(6)(D)
ATTORNEY-CLIENT CONSULTATIONS:	1 M.R.S.A. § 405(6)(E)
CONFIDENTIAL RECORDS:	1 M.R.S.A. § 405(6)(F)
EMPLOYMENT EXAMINATIONS:	1 M.R.S.A. § 405(6)(G)
CODE ENFORCEMENT CONSULTATIONS:	1 M.R.S.A. § 405(6)(H)



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

September 12, 2017

To: Angus Jennings
From: Sean Currier
Subject: Municipal Building – Reserve Request

The Public Works Department is requesting approval to use Municipal Building Reserve funds in an amount up to \$2,213.00 for **Penobscot Temperature Controls** to replace the propane monitor heater in the Municipal storage garage behind the Fire Department. This has been budgeted and is being requested from the Municipal Building Reserve fund 03-702-00.

Thank you for your consideration.

A handwritten signature in black ink, appearing to be "S. Currier", written in a cursive style.

Sean Currier

Current Account Status

G 3-702-00 RESERVE ACCT / MUNIC BLD

-24,762.89 = Beg Bal
0.00 = Adjust

-14,000.00 = YTD Net
0.00 = YTD Enc

-38,762.89 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
08	0174		08/31/17		08/31/2017 C/R	R CR	0.00	14,000.00
Totals-							0.00	14,000.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	0.00	14,000.00	0.00	0.00
Totals	0.00	14,000.00	0.00	0.00

Primary Scope of Work: Interim Planning Support Services

1. Review of proposed development (Site Plan, Conditional Use, Subdivision) for compliance with Town ordinances and regulations. To include working with Administrative Assistant (Danielle Simons) to circulate applications and related materials to Town staff (Code Enforcement, Public Works, Public Safety, Assessing) and, when needed, engineering peer review (Woodard & Curran), and coordinating among the applicant and various parties.
2. Based on reviews, prepare staff reports to Planning Board including draft findings and draft Board Orders with permit conditions, each for Planning Board review, modification and action.
3. Correspondence with Town officials including (but not limited to) Town Manager, Planning Board Chair and Planning & Development Committee Chair as needed.
4. Monthly, prepare Planning Board meeting packets. Meeting packets to be finalized no later than close of business (6 PM) on the Wednesday preceding the meeting. (Administrative Assistant to distribute the packets to Board members and post agendas, hearing notices and meeting packets to the Town website and other posting locations).
5. Attend Planning Board meetings (2nd Wednesday of the month at 7 PM).
6. Prepare Planning Board meeting minutes.
7. Attend daytime meetings with staff, developers, and/or prospective applicants on an as-needed basis in order to review and explain the various regulatory standards and procedural requirements.
8. As needed, serve as Town liaison with various local, State and Federal agencies.
9. Respond to public correspondence to planning office. Establish office hours to support Town responsiveness to planning or permitting related questions from developers, prospective developers, residents, businesses and others.
10. Participate in weekly "Code Huddle" Monday at 8 AM, during which key personnel review developments in permitting, under construction, or on the horizon. In-person attendance at initial Code Huddle; once consultant(s) has met other key Town personnel, this may be by remote participation (i.e. Skype).

Secondary Scope of Work: Zoning and Regulatory Consulting Services

1. Based on advance agreement to scope and authorized billable hours, lead preparation of amendments to Zoning Ordinance, Subdivision Ordinance, and/or other local land use regulations or procedures.
2. If ordinance amendments are proposed (by Town, or by private party), attend meetings of the Town Council's Planning & Development Committee based on advance scheduling. (Meetings are held the first and third Wednesday at 6 PM, but if consultant attendance is expected this would be agreed in advance).
3. If ordinance amendments are proposed (by Town, or by private party), attend meetings of the Planning Board's Ordinance Committee (scheduled as needed, typically the 3rd Tuesday at 6 PM, but if consultant attendance is expected this would be agreed in advance). If meetings of the Ordinance Committee are needed, consultant would be responsible to prepare meeting packets.
4. Other work as assigned and upon advance agreement to scope and authorized billable hours.



Planning & Economic Development • Permitting • Project Management

NOEL MUSSON
PLANNER • PRINCIPAL

Noel Musson has over a decade of experience working on planning, economic development, and permitting projects. Over that time he has worked with a range of clients from in the public and private sector. Mr. Musson holds a Master's Degree in Community Planning and Development from the Edmund S. Muskie School of Public Service at the University of Southern Maine, and a BA in Political Science from the University of Maine. As a professional land use planner, Noel has been trained to identify strategic alternatives to development issues through a comprehensive understanding of the physical and natural landscape, community trends and desires, and economic conditions. Noel has a participatory planning approach that involves clients, government officials, citizens, and other experts in creating livable and sustainable projects. He has experience with multiple regulatory sectors (state, regional, local), downtown revitalization projects, coastal harbor planning, grant writing, land use studies, code review, permitting, and project management. Noel is an expert in relating complex issues to the public and managing projects from conception to completion. He is a trained facilitator and has an understanding of the legal foundation of land use regulations, in identifying site/building permit requirements, associated time lines, and coordinating the process throughout completion. Additionally, Noel has experience using Geographical Information Systems (GIS) and other tools to help explore land use trends and analyze development opportunities.

Prior to establishing The Musson Group, Noel was a Project Manager and Planning Manager for CES, Inc. a state wide multi-disciplinary engineering firm. In this role, Noel oversaw all aspects of the companies planning and economic development business unit. Noel served as Branch Manager for the company's offices on Mount Desert Island and Auburn and Marketing Director for the company. In these roles Noel was responsible for office staff, quality control, and business development and marketing initiatives. As the Planning Director for the Town of Harpswell, Noel helped establish the Town's first planning department. He was responsible for administering the Town's Land Use Ordinances, code review with the Planning Board and staffing other Town Committees, and for developing the Town's GIS Database. Noel grew up on Mount Desert Island and has a lifelong connection with the coast of Maine.

EDUCATION

- Masters in Community Planning and Development, Edmund S. Muskie School of Public Service, University of Southern Maine
- BA, Political Science, University of Maine



PROFESSIONAL BACKGROUND

- Principal/Owner at The Musson Group: June 2012 to present
- Project Manager/Planner/Branch Manager at CES, Inc.: July 2004 to June 2012
- Marketing Director at CES, Inc.: 2005 to 2009
- Planner for Town of Harpswell, Maine: 2002 to 2004
- Part Time Planner for Kennebunk, Maine: 4 mos
- Land Use Team Intern at Maine State Planning Office: 9 mos
- Planning Intern for Regional Planning Commission: 4 mos
- Forum Coordinator for Harvard University's Institute of Politics: 1 yr
- Program Coordinator for Kennedy School of Government Executive Programs: 3 yrs
- Case Worker for a US Congressman: 1 yr

CERTIFICATIONS

- Certified CDBG Program Administrator
- Certified MaineDOT Local Project Administrator
- Facilitative Leadership: Maine Institute of Civic Leadership

PROFESSIONAL MEMBERSHIPS

- Member, Maine Association of Planners
- Member, Northern New England Chapter of the American Planning Association
- Member, American Planning Association
- Board Member, Harbor House Community Center



BEN SMITH, AICP
COMMUNITY PLANNER



EDUCATION

M.A., Community Planning & Development, Muskie School of Public Service at the University of Southern Maine

B.A., Psychology, Bates College

PROFESSIONAL AFFILIATIONS

American Planning Association,
Northern New England Chapter

Maine Association of Planners

Growsmart Maine

TRAINING/CERTIFICATIONS

Member - American Institute of Certified Planners

Sustainable Comprehensive Planning. APA Training, 2014

Ben is a planner with experience in transportation, land use and comprehensive planning. He established North Star Planning in 2017, after more than a dozen years of experience working in state and municipal government and private sector planning positions. Ben currently serves as the Planning Director for the Town of Windham, Maine.

EXPERIENCE

TOWN OF WINDHAM, MAINE

- Comprehensive Plan Update (anticipated adoption 2017)
- 21st Century Downtown Plan for North Windham. Adopted in 2013. Implementation includes ordinance updates and major infrastructure improvements (preliminary design 2016)
- Complete Streets Policy
- Contract zoning & land use ordinance amendments
- Impact Fees – recreational, intersection & sidewalk infrastructure
- Tax Increment Financing
- North Route 302 Transportation Plan
- Design Standards and Design Guidelines
- Grant Management
- Subdivision and Site Plan Review
- Municipal committee support
- Board Member, Windham Economic Development Corporation

WITH PREVIOUS EMPLOYERS

- Gateway 1 Project. Regional transportation/land use project for 21 mid-coast Maine communities along US Route 1. Tasks included comparative comprehensive plan and zoning analysis, traffic studies, public participation
- Toll Plaza Diversion Studies, York and New Gloucester, Maine
- Roadside Signage Inventory & Analysis, Maine Turnpike Authority
- GIS analysis, various environmental and transportation projects, Maine Turnpike Authority

G 3-721-00 RESERVE ACCT / PLAN DEV

-120.02 = Beg Bal
0.00 = Adjust

0.00 = YTD Net
0.00 = YTD Enc

-120.02 = Balance

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

Monthly Summary

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

EXHIBIT A
FORM OF CERTIFICATE OF TOWN

[Name and Address of Institutional Trustees]

Re: Demand for Funds Pursuant to Trust Indenture Dated As of October 1, 1991 between Town of Hampden, as Grantor and [name of Trustee], as Institutional Trustee (the "Trust Indenture")

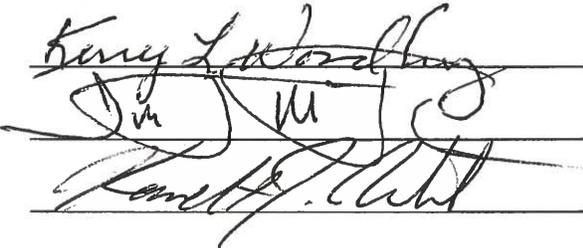
Gentlepersons:

This certificate is provided to you pursuant to the above-referenced Trust Indenture. Capitalized terms used herein without definition shall have the meaning set forth in the Trust Indenture.

The undersigned do hereby certify:

1. That they are the Individual Trustees of the Trust.
2. The Individual Trustees have approved use of property held in the Fund for purposes set forth in the Trust Indenture, in the amount set forth below.
3. You are hereby directed pay **from the Environmental Trust, Income** to the Town of Hampden the sum of \$13,140.97.

INDIVIDUAL TRUSTEES



CERTIFICATE OF TOWN CLERK

The undersigned DOES HEREBY CERTIFY:

1. That he/she is the duly appointed and incumbent Clerk of the Town of Hampden, Maine.
2. That the foregoing certificate of the Individual Trustees was duly approved by a majority of the members of the Town Council of the Town of Hampden on September 18, 2017.

Paula Scott
Clerk, Town of Hampden

cc: Town of Hampden

Eligible Costs Incurred, Proposed for Environmental Trust Reimbursement

Date	Paid	Vendor	Purpose	Expense	Category of Stormwater Management Cost					Source of Proposed Reimbursement				
					Maintenance	Compliance Documentation	Supplies	Contracted Services	Training/Travel	Principal	Income	Receipt	Date to Env. Trust	
07/01/17	08/16/17	Bangor Area Stormwater Group	2017-18 membership dues	\$ 4,000.00		\$ 4,000.00					\$ 4,000.00	Y	9/12/2017	
06/14/17	07/19/17	National Stormwater Center	Training fees for 2 employees to attend 2-day training	\$ 1,548.00				\$ 1,548.00			\$ 1,548.00	Y	9/12/2017	
07/12/17	08/02/17	E.J. Prescott	Pipe/materials for culverts	\$ 180.00	\$ 180.00						\$ 180.00	Y	9/12/2017	
07/19/17	08/09/17	E.J. Prescott	MDOT blanket	\$ 720.00		\$ 720.00					\$ 720.00	Y	9/12/2017	
07/21/17	08/09/17	Whitmore Contracting Inc.	Griffin Ave culvert replacement	\$ 4,185.00			\$ 4,185.00				\$ 4,185.00	Y	9/12/2017	
07/21/17	08/09/17	E.J. Prescott	MDOT blanket	\$ 540.00		\$ 540.00					\$ 540.00	Y	9/12/2017	
08/15/17	pending	E.J. Prescott	Materials for stormdrain ditch lining erosion control	\$ 813.60		\$ 813.60					\$ 813.60	Y	9/12/2017	
08/22/17	pending	E.J. Prescott	Materials for stormdrain ditch lining erosion control	\$ 813.60		\$ 813.60					\$ 813.60	Y	9/12/2017	
09/04/17	09/06/17	Sean Currier	Mileage and expenses for DPW Director and Code Enf. Officer to attend 2-day stormwater training, Portland	\$ 340.77				\$ 340.77			\$ 340.77	Y	9/12/2017	
					Total proposed for reimbursement to General Fund:					\$ 13,140.97	\$ 13,140.97			
										Budgeted revenue	\$ 72,345.00	<i>FY18 Town Budget</i>		
										Remaining budgeted revenue (FY18)	\$ 59,204.03			

Source: Angus Jennings, Town Manager
9/7/2017

TOWN OF HAMPDEN
SNOW PLOWING, SALTING & REMOVAL SERVICES
SKEHAN CENTER
BID SHEET

September 11, 2017
2:00 PM

BIDDER	OPTION A	OPTION B
Austin, Roger DBA Austin's Lawncare & Snowplowing	Did not bid	\$48,962
Wellman Paving, Inc.	\$14,000	\$16,500
Eastwood Contractors, Inc.	\$18,800	\$ 2,500
Matt's Property Maintenance & Construction, LLC	\$ 20,000	\$24,500
Harriman & Sons	\$22,000	\$ 5,400

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3337
Fax: (207) 862-5067
email: Publicworks@hampdenmaine.gov

**Winter 2017/2018
RFQ Snow Plowing, Salting and Snow Removal Services**

Town of Hampden
106 Western Avenue
Hampden, ME 04444
207-862-3034

Dear Vendor:

The Town of Hampden Public Works Department and Recreation Department are requesting written quotes for the provision of Snow Plowing, Salting, and Snow Removal Services for the 2017/2018 winter season. Please return the attached quote form to the Hampden Town Office ATTN: Sean Currier, no later than 2:00 PM, September 11, 2017. Quotes should be submitted by mail or in person to:

Town of Hampden
Attn: Sean Currier
106 Western Avenue
Hampden, Maine 04444

Service Request Address:

Historic Hampden Academy Complex, 1 Main Road North, Hampden, ME 04444
Term of Contract: 2017/2018 Season, October 1, 2017-May 1, 2018

Services Required

All snow and ice removal services will be conducted in a safe manner with care given to the safety of the general public. This includes having all equipment outfitted with proper lighting devices so as to be visible while operating.

Option A:

-Historic Hampden Academy Complex-

Plowing and salting of the facility access roads, driveways, and parking areas by 6 AM and routinely throughout the entirety of the storm. Final cleanup at the conclusion of the storm will include knocking down piles at entrances and exits to minimize visual obstructions to the Maine DOT right of way. This includes a small portion of gravel parking lot (see map Option A). Snow shall not be piled near or against the building. Stacking (stockpiling) snow with a front end loader may be necessary in the main parking area along the fence.

-Skehan Recreation Center-Town of Hampden Leased Area-

Shoveling (or other pre-approved method) and salting of walkways (2 total-see map #1, #2) and Skehan Center emergency exits (6 total-see "0" on attached map).

Option B:

Option B includes all items in Option A, plus plowing and sanding the entire gravel parking (see map Option B) at the rear of the complex. The gravel parking lot is the only area where sand may be used.

This bid shall include removal of snow from the facility by truck, and disposed of off-site, as necessary during the season depending on season snow fall. A typical winter may necessitate snow removal 3-5 times from the complex.

Bidder's Information

- State of Maine Statute provides that no snow shall be plowed across a public right of way.
- All insurance, Worker's Compensation, Comprehensive General Liability, and/or Automobile shall be maintained at the expense of the Contractor during the term of the awarded contract.
- Contractors will be notified in writing of any property damage that occurs as a result of snow and ice management services. Notification will be within 72 hours of Director of Public Works becoming aware of such property damage. Contractor will be solely and wholly financially liable for any damaged property as a result of negligence by the contractor. The contractor shall repair, to the satisfaction of the Public Works Director, and property owner, any damaged property in a timely manner after the terms of the contract. All damages reported to the contractor shall be repaired prior to May 1, 2018
- The Town of Hampden reserves the right to reject any and all quotes received as a result of the RFQ.
- If a quote is accepted, it will be the most advantageous regarding price, quality of service, the contractor's qualifications and capabilities to provide the specified services.
- The Town of Hampden reserves the right to inspect the contractor's work during the term of the contract and request additional plowing / salting services.
- The Town of Hampden Reserves the right to cancel services at any time for failure to perform contracted services as agreed.

BID FORM

2017/2018 Seasonal Service Option A \$ _____

2017/2018 Seasonal Service Option B \$ _____

Submitted by: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-Mail: _____

Date: _____

Signature: _____

Title: _____

Please provide any references or additional material you feel would help the Town to understand the contractor's capabilities and make a sound decision.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3337
Fax: (207) 862-5067
email: Publicworks@hampdenmaine.gov

**Winter 2017/2018
RFQ Snow Plowing, Salting and Snow Removal Services**

Town of Hampden
106 Western Avenue
Hampden, ME 04444
207-862-3034

ADDENDUM 1 CLARIFICATION:

Option A:

-Historic Hampden Academy Complex-

Plowing and salting of the facility access roads, driveways, and parking areas by 6 AM and routinely throughout the entirety of the storm. Final cleanup at the conclusion of the storm will include knocking down piles at entrances and exits to minimize visual obstructions to the Maine DOT right of way. This includes a small portion of gravel parking lot (see map Option A). Snow shall not be piled near or against the building. Stacking (stockpiling) snow with a front end loader may be necessary in the main parking area along the fence.

-Skehan Recreation Center-Town of Hampden Leased Area-

Shoveling (or other pre-approved method) and salting of walkways (2 total-see map #1, #2) and Skehan Center emergency exits (6 total-see "0" on attached map).

Option B:

Option B includes all items in Option A, plus plowing and sanding the entire gravel parking (see map Option B) at the rear of the complex. The gravel parking lot is the only area where sand may be used.

NOTE:

This bid (for option A and option B) shall include removal of snow from the facility by truck, and disposed of off-site (at the Town owned snow dump on Kennebec Road, 1.9 miles from Skehan Center), only as necessary determined by the Hampden Public Works Director, during the season depending on season snow fall. A typical winter may necessitate snow removal 3-5 times from the complex.



Finance 4-g

MC2301930795
Hampden town
354546

July 17, 2017

The Honorable David L. Ryder
Mayor
106 Western Ave
Hampden ME 4444-1436

FROM THE ASSOCIATE DIRECTOR FOR
DECENNIAL CENSUS PROGRAMS

The U.S. Census Bureau invites your government to participate in the 2020 Census Local Update of Census Addresses Operation (LUCA), as mandated by the Census Address List Improvement Act of 1994 (Public Law 103-430). This is the only opportunity offered to tribal, state, and local governments to review and update the Census Bureau's residential address list prior to the 2020 Census. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census. Participation in LUCA can help ensure an accurate count for your jurisdiction.

Enclosed with this letter are:

2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide

Use this guide to answer questions about participation in LUCA.

Confidentiality and Security Guidelines

All LUCA liaisons, reviewers, and anyone with access to the Census Bureau's Title 13 materials must read, understand, and agree to abide by these guidelines.

Please respond to the LUCA invitation by completing the ***Registration Form***. We appreciate a response, even if you decline to participate. If your government plans to participate, then also complete and return the following forms:

- *Self-Assessment Checklist;*
- *Confidentiality Agreement; and*
- *Product Preference Form.*

For your convenience, enclosed is a postage-paid envelope for your response. As an alternative, you may also scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.

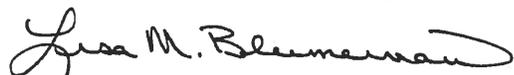


We will offer LUCA training workshops, both as classroom training and via online webinars, to provide participation instructions for completing your address review. If you are interested in attending a workshop, check our LUCA Web site at www.census.gov/geo/partnerships/luca.html. We will update the site continuously as classes are scheduled.

If you have any questions regarding LUCA, please contact us via email at GEO.2020.LUCA@census.gov, by phone at 1-844-344-0169, or you can visit us on the Web site at www.census.gov/geo/partnerships/luca.html.

Per the Federal Cybersecurity Enhancement Act of 2015, your data are protected from cybersecurity risks through screening of the systems that transmit your data.

Sincerely,

A handwritten signature in black ink that reads "Lisa M. Blumerman". The signature is fluid and cursive, with the first name "Lisa" being the most prominent.

Lisa M. Blumerman
Associate Director for
Decennial Census Programs

Enclosures

cc: David L Ryder
Gretchen Heldmann
Kelly J Karter
Kyle Severance

Entity Name: Hampden town

Entity_ID: MC2301930795

Contact ID: 354546

SEQ001-07166

The Honorable David L Ryder
Mayor
106 Western Ave
Hampden ME 4444-1436

PAPERWORK REDUCTION ACT BURDEN STATEMENT

This information collection is authorized by OMB control #0607-0994.

The public reporting burden for this collection of information is estimated to average 21 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Commerce, United States Census Bureau, 4600 Silver Hill Road, Room 4H177, Washington, DC 20233. Or you may e-mail comments to paperwork@census.gov; use "Paperwork Project 0607-0994" as the subject. Please include a copy of your message addressed to GEO.2020.LUCA@geo.census.gov. You may also contact us by phone at 1-844-344-0169. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid "OMB control number.

The control number assigned to this collection is OMB 0607-0994.

Town of Hampden
RECEIVED
AUG 01 2017
Office of the
Town Manager



STATE OF MAINE
PENOBSCOT, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO AP 17-014

ACADIA HOSPITAL CORP.,

Plaintiff,

v.

ORDER

TOWN OF HAMPDEN,

Defendant,

and

ACADIA HEALTHCARE, INC.

Party-in-Interest

In this 80B appeal, Acadia Hospital appeals from a ruling of the Town of Hampden Board of Assessment Review upholding the Town's assessment of a service charge imposed upon Acadia.

Acadia owns certain tax-exempt property in Hampden, Maine which it leases to an unrelated third party, Sweetser. According to the lease that has been made a part of the record, Sweetser is to use the premises as a mental health residential treatment facility. A town ordinance establishes an annual service charge to be levied against all residential property that is otherwise exempt from state or municipal taxation and is used to provide rental income. The service charge does not apply to student housing however.

The record on appeal is sparse. Although the parties discuss certain relevant facts in their briefs, the record does not contain many of the facts upon which they base their arguments. From the lease, which is part of the record, the Court can conclude that the premises were used as a residential treatment facility, but little more. From that proposition, the Court can also infer that the clients spend the night there, but no

additional detail is present in the record. Although it is the plaintiff's responsibility to provide the Court with an adequate record for review, M.R. Civ. P 80B(e), the municipality must assure that a sufficient record is created to permit judicial review. *Sanborn v. Town of Elliot*, 425 A.2d 629, 630-3 (Me. 1981). It is not clear to the Court whether a record of testimony at the hearing before the Board exists, or whether the plaintiff, or perhaps both parties, decided that it was not necessary to include testimony in the record on appeal.

In its Decision of May 4, 2017, the Board stated: "The issue presented in this appeal is whether the property in question, being owned by Acadia Hospital Corp., and leased to Sweetser which provides housing for its students/clients who are transported daily to the Sweetser school in Belfast qualifies for exemption from the Town of Hampden Service Charge Ordinance." Although the parties seem to interpret this as a finding that what is described as an issue is actually a fact, it isn't particularly clear to the Court because the issue of whether the property's use satisfied the exception was then ignored in the remainder of the Decision. The only analysis contained in the Decision is the conclusion that the property is subject to the service charge because "although it is a residential property owned by a tax exempt organization it is used to provide rental income to that organization." This states the obvious and in no way addresses the issue that the Board described as being presented. Did the Board ignore the student housing exception or did it decide the issue without providing any analysis whatsoever? Although the Court is aware of the principle that if the appealing party does not request additional findings the reviewing court should infer that the tribunal found all facts necessary to support its decision, the sparse record and inadequate Decision in this appeal form an inadequate basis for appellate review.

As a result, the Board's Order is vacated and the matter is remanded for further proceedings, which could include the creation or preparation of a suitable record and a Decision that includes a statement of findings and conclusions, as well as the reasons or basis for the findings and conclusions, in conformity with M.R.S. 30-A § 2691(3)(E).

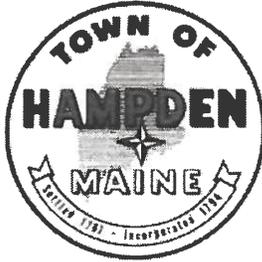
Dated: August 17, 2017



WILLIAM ANDERSON
JUSTICE, SUPERIOR COURT

**ORDER/JUDGMENT ENTERED IN THE
COURT DOCKET ON: 9-7-17**

¹ The parties can also proceed by submitting stipulations pursuant to M.R. Civ. P. 80B(e)(2).



Memorandum

TO: Town Council
 FROM: Paula Scott, Town Clerk
 DATE: September 14, 2017
 RE: Council & Committee Meetings in
 October and November

Due to schedule conflicts, there are some upcoming Council and Committee meetings that will likely need to be rescheduled or cancelled.

MEETINGS TO RESCHEDULE OR CANCEL:

Finance/Council - October 2nd

Mayor Ryder and Councilor McPike will both be away

P & D - October 4th

Mayor Ryder and Councilor McPike will both be away. This could be postponed to the 11th, but would need to meet in conference room due to Planning Board meeting

Services – October 9th

Monday the 9th is a holiday, so will be held on Tuesday the 10th—this is just a reminder

Finance/Council – November 6th

This is the night before the November 7th Municipal Election.

REMINDERS FOR UPCOMING MEETINGS:

MDOT Public Meeting for the Rte. 1-A Project – September 27th at 6:00 p.m.

Pool Site and Municipal Building Public Meeting – September 28th at 6:00 p.m.

Candidates Forum – October 12th at 6:30 p.m.