

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday August 21st, 2017

6:00 p.m.

Hampden Town Office

1. Meeting Minutes

- a. August 7th, 2017

2. Review & Sign Warrants

3. Old Business

- a. Proposed Order # 2017-05 to amend the Bid Procedure Guidelines – *Continued from the August 7th meeting*
- b. Council Resolution #2017-04 to authorize a land swap with Maine Ground Developers – *Continued from the August 7th meeting*

4. New Business

- a. Town Manager's recommendation for award of the 2017 Tax Anticipation Note
- b. Contract award for the Public Works plow/dump truck and associated equipment to replace truck #13 – *recommended by Sean Currier, Director of Public Works*
- c. Contract award for the Public Works plow/dump truck and associated equipment to replace truck # 20 – *recommended by Sean Currier, Director of Public Works*
- d. Request authorization for the expenditure of \$42,315 from DPW Vehicle Reserve (3-717-00) for the purpose purchasing a plow/dump truck for the Department of Public Works – *requested by Sean Currier, Director of Public Works*
- e. Request authorization for the expenditure of \$1,215.39 from Rec Area Reserve (3-767-00) for the purpose of paying for printing and

postage costs associated with promotion of Pool Site Study and upcoming public workshops

- f. Request authorization for the expenditure of \$ 8,928 from IT Computer Reserve (3-711-00) for the purpose of purchasing a replacement server for the town office – *requested by Kyle Severance, IT Specialist*
- g. Request authorization for the expenditure of \$1,823 from IT Computer Reserve (3-711-00) for the purpose of purchasing a server rack and battery backup - *requested by Kyle Severance, IT Specialist*
- h. Review of mil rate calculation form and setting the mil rate for 2017/2018- *recommended by Kelly Karter, Tax Assessor*
- i. Update on the role of the League of Women Voters for the Candidate Forum

5. Public Comment

6. Committee Member Comments

7. Adjournment

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday August 7th, 2017

MINUTES – DRAFT

Hampden Town Office

Attending:

*Councilor Greg Sirois, Chair
Mayor David Ryder
Councilor Stephen Wilde
Councilor Terry McAvoy
Councilor Mark Cormier
Councilor, Dennis Marble
Councilor Ivan McPike*

*Town Manager Angus Jennings
Town Attorney Edmond Bearor
Tax Collector Barbara Geaghan
Town Clerk Paula Scott
Public Safety Director Joe Rogers
Rec Director Shelley Abbott
DPW Assistant Rosemary Bezanson
Resident Tom Brann*

Mayor Ryder announced that Councilor Wilde had relinquished his role as Chairman due to extraordinary time commitments at work, and that Mayor Ryder had designated Councilor Sirois to chair the Finance & Administration Committee. Councilor Sirois took over responsibility as Chair. Chairman Sirois called the meeting to order at 6:00 p.m.

1. Meeting Minutes

- a. July 17th, 2017 – Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes as written. Motion passed 7-0.**

2. Review & Sign Warrants – Warrants were reviewed and signed.

3. Old Business – None.

4. New Business

- a. Executive Session pursuant to 1 MRSA § 405(6)(F) – Confidential Records – There was a motion and a second to go into Executive Session for the purpose stated on the agenda, to include the Town Manager, Town Attorney, Tax Collector, and the applicant for hardship abatement. There was a roll call vote: McAvoy – yes; Cormier – yes; Marble – yes; Wilde – yes; McPike – yes; Sirois – yes; Ryder – yes. The Committee entered into Executive Session at 6:03. The Committee exited Executive Session at 6:24.**

- b. Executive Session pursuant to 1 MRSA § 405(6)(E) – To confer with town attorney regarding the Council’s rights and duties in a matter where premature general public knowledge would clearly place the town at a substantial disadvantage –** *There was a motion and a second to go into Executive Session for the purpose stated on the agenda, to include the Town Manager and Town Attorney. There was a roll call vote: McAvoy – yes; Cormier – yes; Marble – yes; Wilde – yes; McPike – yes; Sirois – yes; Ryder – yes. The Committee entered into Executive Session at 6:24. The Committee exited Executive Session at 6:27.*
- c. Request for authorization for abatement of ambulance bills generated in 2014 and 2015 that remain delinquent beyond the two year collection threshold –** *continued from the July 17th Finance & Administration meeting – Manager Jennings invited Rosemary Bezanson to present her report to the Committee in response to Councilors’ questions at the previous meeting. Ms. Bezanson summarized the Town’s agreements with Maine Care, Medicare and Blue Cross, stating that each provider, as well as other private insurers, sets their own rates for payment of ambulance costs. She said that Town rates were set some time ago in conjunction with Bangor and are a function of both mileage traveled and services provided. Councilor McAvoy asked how much the Town budgets for ambulance revenues. Manager Jennings reported projected and actual revenues as FY16: \$200,000 budgeted, \$204,000 received; FY17: \$200,000 budgeted, \$160,000 received; and FY18: \$175,000 budgeted. He noted that the reported FY17 numbers were as of late June and that additional revenues had been received since then and additional revenues would likely come in based on services provided in FY17, so that is not a final number. Revenues are projected based on anticipated collections, not projected billings, as it is understood that write-downs and abatements are typical due to insurance payment terms and residents’ payment (or non-payment) of costs and copays. Chief Rogers reported that uncollected amounts are billed but, after a certain point, are not sent to a collections agency. He expressed concern that engaging a collections agency could lead to reluctance on the part of residents to call for help when they really need it. There was a motion by Councilor Marble seconded by Councilor Cormier to recommend Council abatement of \$36,560.15 for calendar year 2014 and \$35,552.38 for calendar year 2015, as summarized in the meeting materials. Motion carried 7-0.*
- d. Review of the draft amendment to the Councilor Compensation Ordinance –** *continued from the July 17th Finance & Administration meeting – There was a motion by Councilor Marble seconded by*

Mayor Ryder to recommend that Council refer the proposed amendments to the Councilor Compensation Ordinance to public hearing. The motion passed 7-0.

- e. Proposed Ordinance to Authorize the Borrowing of Funds to Finance the Purchase of Public Works Vehicles and Associated Equipment** – *Manager Jennings summarized his memo in the meeting packet, and told the Committee that the questions of whether to purchase vehicles, award bids, and authorize reserve funds would be taken up separately, anticipated at the August 21 meeting. There was a motion by Councilor McPike seconded by Councilor Marble to recommend the proposed ordinance to the Town Council, which will consider it at public hearing later this evening. Motion passed 7-0.*
- f. Proposed Order # 2017-05 to amend the Bid Procedure Guidelines** – *Manager Jennings summarized the intent of the proposed changes but recommended that, in order to have time for the remaining agenda items, this item be tabled until the August 21 meeting. The matter was tabled.*
- g. Council Resolution #2017-04 to authorize a land swap with Maine Ground Developers** – *Manager Jennings recommended that, in order to have time for the remaining agenda items, this item be tabled until the August 21 meeting. The matter was tabled.*
- h. Discussion and potential acceptance of Conservation Easement Holder designation for Constitution Avenue** – *Manager Jennings reported that, based on the P&D recommendation, he had discussed with the developer's representative the expectation that the developer would make a contribution in the range of \$200 to \$250 to offset staff time associated with holding the conservation easement, and that an amount in this range was agreeable to the developer. There was a motion by Councilor McPike seconded by Councilor McAvoy to refer this matter to Council. Motion passed 6-1 with Mayor Ryder opposed.*
- i. Request authorization for the use of Host Community Benefit funds in an amount not to exceed \$800 for the purpose of funding insurance coverage for 2017 Children's Day activities** – *requested by Janet Hughes on behalf of the Hampden Children's Day Committee – Manager Jennings provided a brief history of the Town Council's commitment, in prior years, to provide day-of insurance coverage and, when it was learned that this could not be provided under the Town's insurance, to provide funds to offset the Committee's cost. Given the time of day there was not adequate time*

for the Committee to discuss this request in detail so it was agreed this would be referred to Council for consideration. There was a motion to that effect by Councilor McPike, seconded by Councilor Marble. During discussion Councilor McAvoy objected to the funding request by a private organization. The motion passed 5-2 with Councilors McAvoy and Sirois opposed.

- j. Request authorization for the expenditure of an amount not to exceed \$1,500 from the Municipal Building Reserve for the purpose of paying Hampden Electric for electrical repairs – requested by DPW Director, Sean Currier – There was a motion by Councilor Marble seconded by Councilor McAvoy to recommend Council authorization of up to \$1,500 from the Municipal Building Reserve for the purpose of paying Hampden Electric for electrical repairs. Motion passed 7-0.**

5. Public Comments – None.

6. Committee Member Comments – None.

7. Adjournment

There being no further business, the meeting was adjourned at 6:58 PM.

Respectfully submitted –
Angus Jennings, Town Manager

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

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

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

Order: 2017-05

Adoption: _____, 2017

ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

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

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

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

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

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

5. Waiver.

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

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

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

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

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

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

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

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

Order: 2017-05

Adoption: _____, 2017

ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

1. Purposes. The purposes of these Bid Procedures for Public Purchasing are to standardize the purchasing procedures of the Town of Hampden thereby securing for the Town the advantages of a centralized and uniform purchasing policy saving the taxpayers' money and increasing public confidence in the procedures for municipal purchasing; to promote the fair and equitable treatment of all vendors of goods and services; and to set forth the duties and responsibilities of the Department Heads and the Town Manager, thereby fostering interdepartmental cooperation and trust in the purchasing system.
2. Vendor Book. The Town Manager shall establish a Vendor Book organized based on different types of goods and services that the Town may wish to procure, from time to time. Vendors may be added to the Vendor Book upon the initiative of the Town Manager or Department Heads, on the basis of vendor responsibility and quality, or upon vendor submittal of qualifications materials. The Vendor Book shall be a public document available for inspection upon request, and shall be updated by the Town Manager at least annually.
- ~~4.3.~~ Department heads may purchase items at their discretion when the purchase price is less than \$10,000 and is within the Department's approved municipal operating budget. Any item in the excess of seven hundred fifty dollars (\$750) must be purchased with a purchase order. This purchase order is to be made out by the department head with a copy sent to the Town Manager within twenty-four (24) hours.
4. Purchases. Purchasing procedures are established based on the estimated dollar value of the goods or services to be procured:
 - a. Supplies or Services Estimated to Cost less than ten thousand dollars (\$10,000). may be handled by the Town Manager.—The Town Manager

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

—Supplies or Services Estimated to Cost

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

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

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

5. Waiver.

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

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

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

6. Cooperative Purchasing. The Town Manager may make cooperative purchases in conjunction with other governmental entities, without competitive bidding, if he/she determines the purchase is being made after competitive bidding by the cooperative entity or at terms more advantageous than the Town would be likely to obtain by competitive bidding.
7. Records Retention. The Department Head or the Town Manager shall keep a written record for all public purchases in the amount of \$10,000 or more, which shall include a record of all bids submitted, for six years following the purchase award. All written records shall be available for public inspection, except that proposals submitted in response to an Invitation for Bids remain confidential until the completion of the evaluations or until the time for acceptance specified in the Invitation for Bids, whichever is earlier.
- 5-8. Disposition of Town-owned equipment. In the event the Town or Department wishes to dispose of town-owned equipment with a value exceeding five thousand dollars (\$5,000) the Town Council will advertise for bids. Said advertisement shall state an official bid opening by the Town Clerk at the Town Office, specifying the date and hour of the public opening of same. After opening of all bids, they will be turned over to the appropriate Council committee for review and said committee will report their recommendation to the full Council at the next regularly scheduled Council meeting. A majority vote of the Councilors present is required to accept a bid. The Town Council reserves the right to accept or reject any or all bids. For town-owned equipment with a value of less than five thousand dollars (\$5,000), the Town Manager shall handle such sales under a quotation system. Under this system, values are solicited by the Town Manager and the item is sold to the buyer that the Town Manager recommends. There is no formal bid advertisement however, and no official sealed bid opening when a quotation is requested. Equipment that is traded in as part of a separate but related equipment purchase shall not be required to undertake a separate bid process provided that the purchase that includes the trade-in is handled in accordance with these procedures.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

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

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

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

Resolution: 2017-04
Adoption: August 7, 2017

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

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

The Town Manager is hereby authorized to:

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

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

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

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

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

Town Clerk:

ORDERED by a majority of the Town Council:

Paula A. Scott

Minutes

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

BOUNDARY LINE AGREEMENT

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAINE GROUND DEVELOPERS, INC.

Name:
Title:

STATE OF MAINE
PENOBSCOT COUNTY _____, 2017

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

Notary Public/Attorney at Law

Print or type name as signed

DRAFT

**THE INHABITANTS OF THE TOWN
OF HAMPDEN**

By: Angus Jennings
Its Town Manager

STATE OF MAINE
Penobscot County

_____, 2017

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

Notary Public/Attorney at Law

Print or type name as signed

DRAFT

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

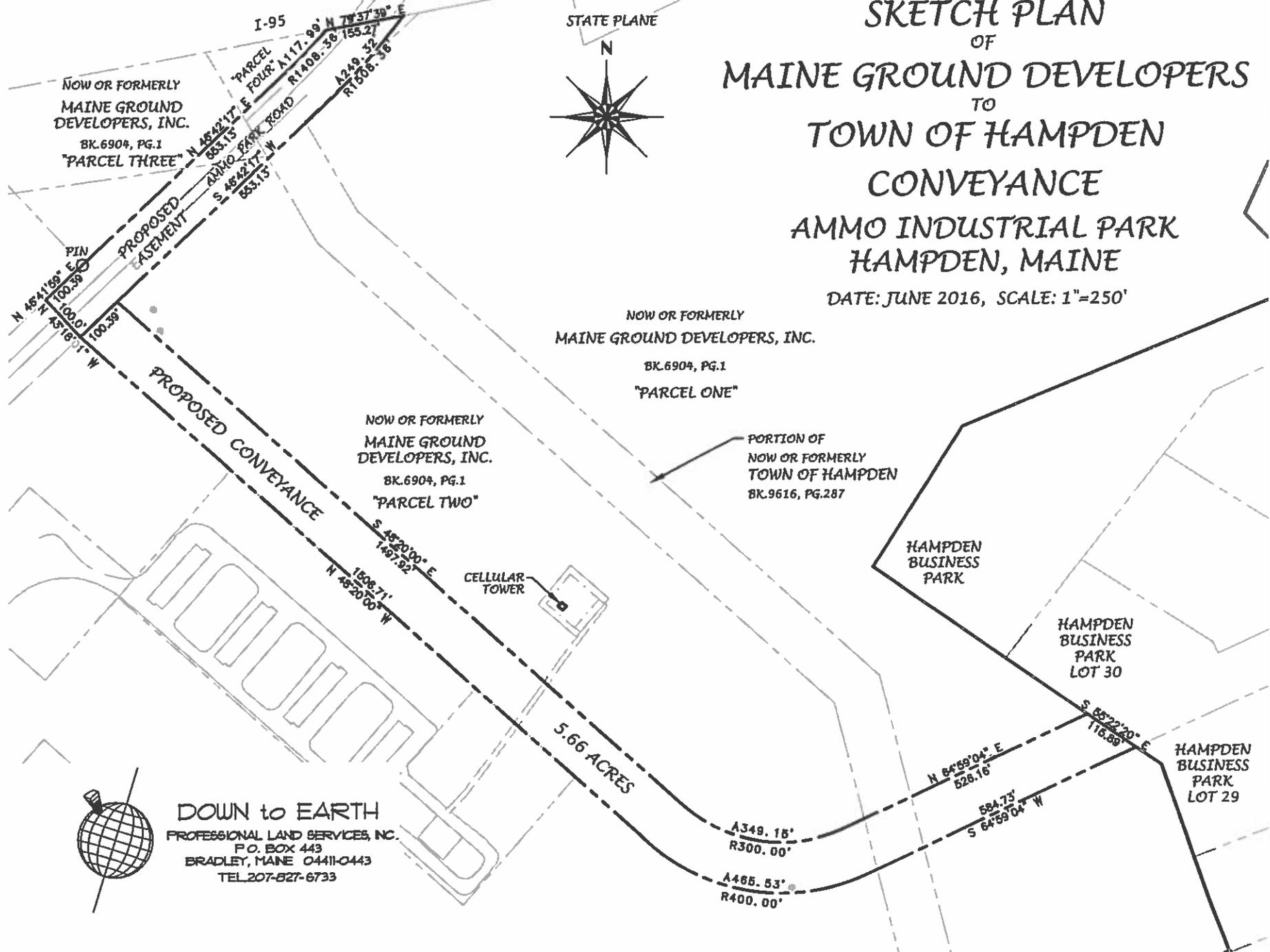
All iron rods set are ¾" diameter reinforcing bars, (rebar), with survey ID cap and will be set pending receipt of final state and local approvals for the Hampden Business and Commerce Park.

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

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

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

STATE PLANE



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



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

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

Date: June 29, 2016

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

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

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

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

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

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

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

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

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

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

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

ALSO HEREBY CONVEYING:

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

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

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

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

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

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

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

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

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

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

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

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

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

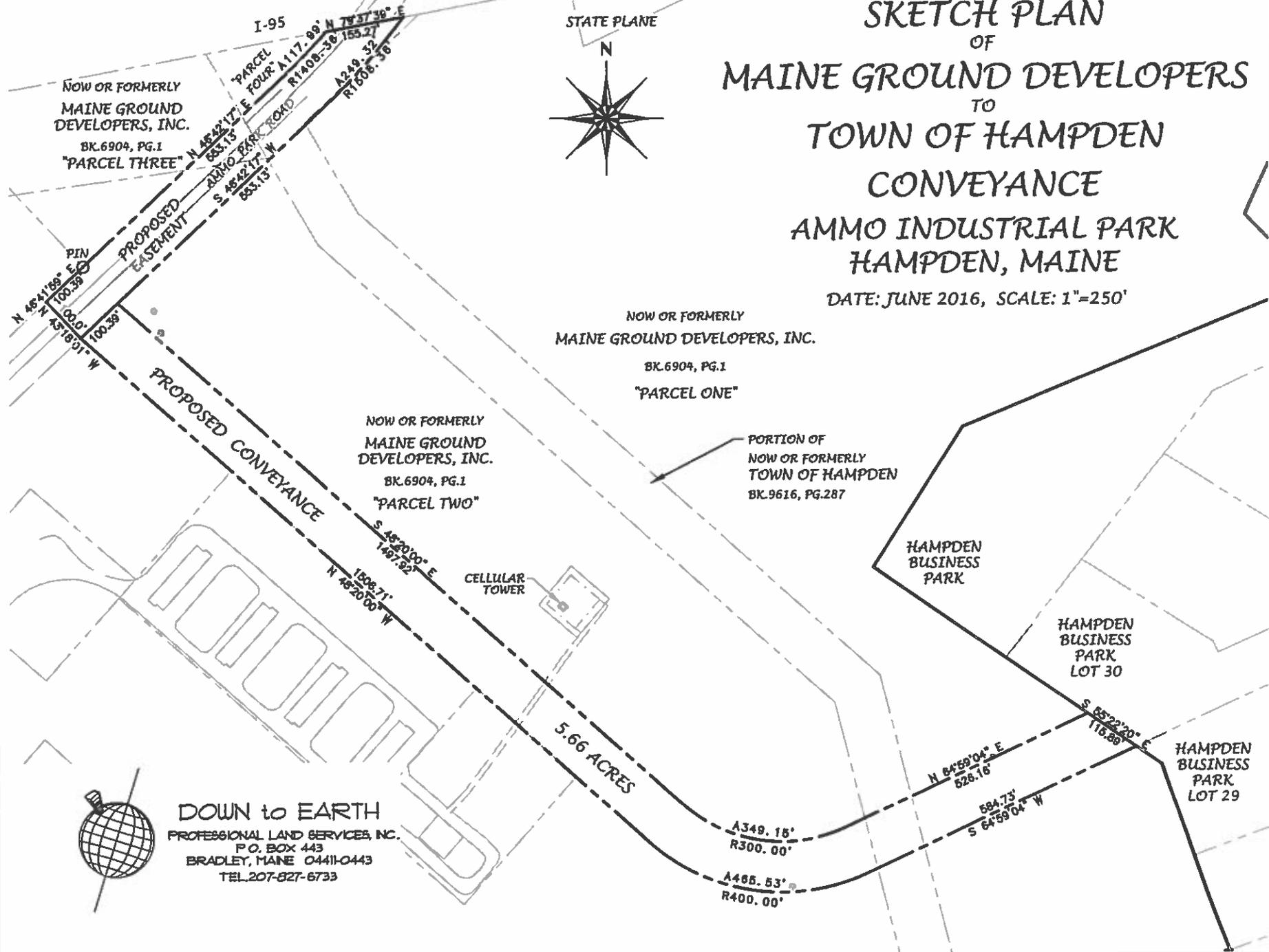
- (1) The easement granted to Messina and Sprowl Associates, Inc to Bangor Hydro-Electric Company, dated August 14, 1985, recorded in the Penobscot County Registry of Deeds in Book 3718, Page 2.
- (2) The easement granted by Ammo Industrial Park, Inc., to New England Telephone and Telegraph Company,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

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

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

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

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



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



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

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

Date: June 29, 2016

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

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

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

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

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

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

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

THENCE: S 64° 59' 06" W, through the land of the Town of Hampden, as described in deed recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287, a distance of 101.74 feet, more or less, to a northeasterly line of "Parcel Two" as described in deed to Maine Ground Developers, Inc., recorded in the Penobscot County Registry of Deeds, Book 6904, Page 1;

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

THENCE: N 48° 20' 00" W, by and along a northeasterly line of said Maine Ground Developers, Inc., a distance of 1371.02 feet, more or less, to an iron pin;

THENCE: N 30° 29' 00" W, by and along a northeasterly line of said Maine Ground Developers, Inc., a distance of 280.73 feet, more or less, to the southeasterly line of said "Parcel Four" as described in deed to Maine Ground Developers, Inc.;

THENCE: N 46° 49' 00" E, by and along a southeasterly line of said Maine Ground Developers, Inc., a distance of 273.22 feet, more or less, to the point of beginning.

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

Meaning and intending to convey a portion of land as described in deed to the Town of Hampden, as described in deed recorded in the Penobscot County Registry of Deeds, Book 9616, Page 287.

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

- 1.) Reserving to Messina & Sprowl Associates, Inc., its successors and assigns, the following described rights-of-way for all purposes, including without limitations the construction, maintenance and repair of water, sewer and transmission lines, provided that the grantor, its successors and assigns replace and repair any damage to property arising from the construction, maintenance and repair of water sewer and transmission lines and restore the surface of the property to its condition prior to construction, maintenance and repair;
 - a. Right-of-way over a proposed roadway commencing from I-95 and proceeding generally southerly to said Route 202, the easterly line of said right-of-way over said proposed road being the same as the most easterly line of the above described parcel of land hereby conveyed, and being eighty (80) feet in width for its first leg from I-95 southwesterly for three hundred (300) feet more or less, then widening to one hundred (100) feet in width for the remainder of its length to said Route 202; and
 - b. A right-of-way over an existing road commencing at the northeasterly end of the above proposed roadway at I-95 and extending in a northeasterly direction crossing U.S. Highway I-95 to Odlin Road in Bangor, Maine;

2.) a right-of-way granted to the United Advertising Corporation as described in Volume 1857, page 107;

3.) a pipeline easement granted to the Socony Mobil Pipeline Corporation and its successors in interest, crossing the southeasterly portion of the above-described premises as delineated, modified and amended by a Partial Release of Easement deed from Mobil Pipe Line Company, formerly called Magnolia Pipe Line Company, and successor in interest to Socony Mobil Oil Company, Inc. to Messina & Sprowl Associates, Inc. dated November 28, 1989, and recorded in the Penobscot County Registry of Deeds in Book 4578, Page 161;

4.) a State of Maine drainage and slope easement described in Volume 1759, Page 360; and

5.) a right-of-way granted to Stone Communications, Inc. as described in Book 3717, Page 65 recorded in said Registry of Deeds.

6.) Certain right-of-way reserved in a Warranty deed of Henry H. Page, et al to Ammo Industrial Park, Inc. dated March 29, 1984 and recorded in said Registry of Deeds in Book 3507, Page 125.

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

DATE: JUNE 2016, SCALE: 1"=200'

NOW OR FORMERLY
 MAINE GROUND DEVELOPERS, INC.

BK.6904, PG.1

"PARCEL ONE"

NOW OR FORMERLY
 MAINE GROUND
 DEVELOPERS, INC.

BK.6904, PG.1

"PARCEL TWO"

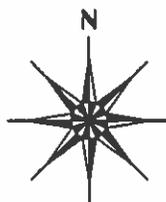
PORTION OF
 NOW OR FORMERLY
 TOWN OF HAMPDEN
 BK.9616, PG.287

HAMPDEN
 BUSINESS
 PARK

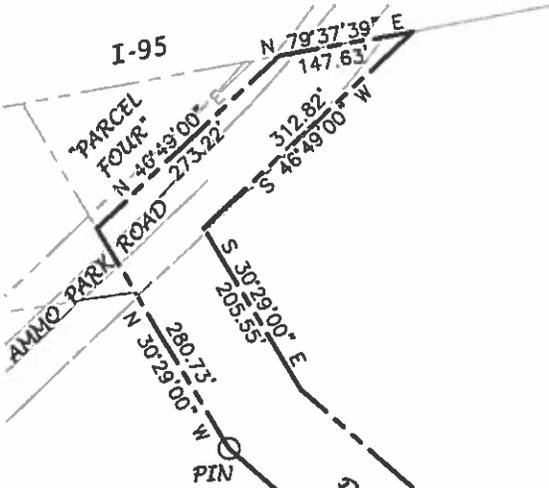
4.82 ACRES

CELLULAR
 TOWER

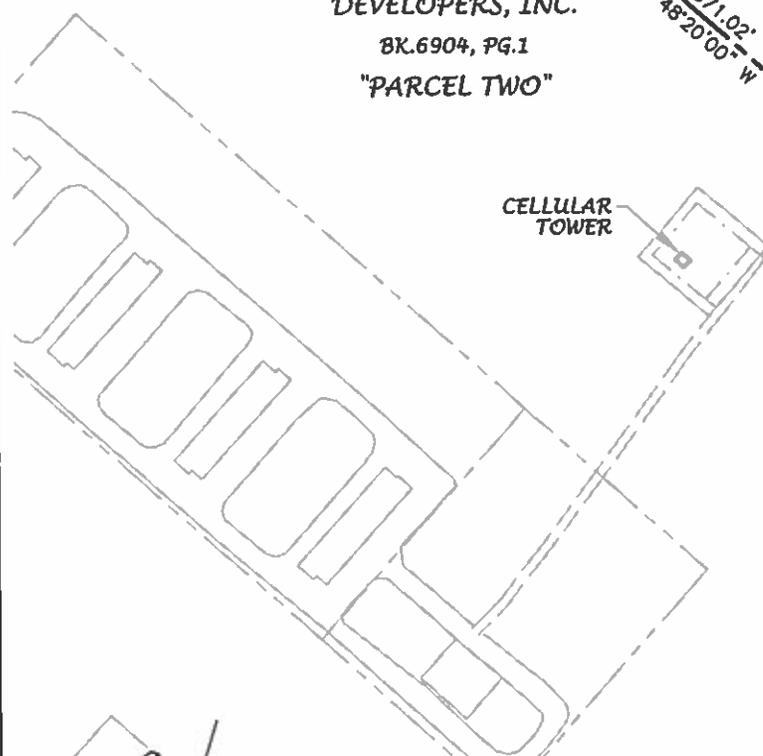
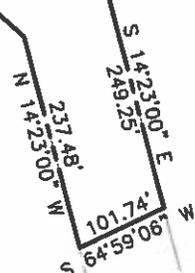
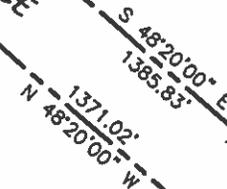
STATE PLANE



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



PROPOSED CONVEYANCE



WARRANTY DEED

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

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

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

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

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

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

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

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

8.3.17

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

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

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

ALSO HEREBY CONVEYING:

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

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

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

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

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

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

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

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

Town of Hampden owns land abutting the parcel hereby conveyed.

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

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

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

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

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

WITNESS:

MAINE GROUND DEVELOPERS, INC.

By: _____
 Name _____
 Its _____
 Hereunto Duly Authorized

8.3.17

STATE OF MAINE

PENOBSCOT, ss. _____, 2017

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

Before me,

Name:

Notary Public
Maine Attorney-at-Law

MUNICIPAL QUITCLAIM DEED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

TOWN OF HAMPDEN

By: _____
Angus Jennings
Its Town Manager
Hereunto Duly Authorized

STATE OF MAINE

6.22.17 (revised 8.3.17)

PENOBSCOT, ss. _____, 2017

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

Before me,

Name:

Notary Public
Maine Attorney-at-Law

**TOWN OF HAMPDEN
BID OPENING
\$2,000,000 TAX ANTICIPATION LOAN
AUGUST 11, 2017 at 10:00 am**

BIDDER	INTEREST RATE
Bangor Savings Bank	1.38%
Camden National Bank	1.19%
Katahdin Trust	1.37%
Machias Savings Bank	1.16% with deposit account 1.42% w/o deposit account
The First	1.64%

Daniel S. Pittman
dpittman@eatonpeabody.com

Eaton Peabody

Attorneys at Law

80 Exchange Street, P.O. Box 1210
Bangor, Maine 04402-1210
Phone 207-947-0111 Fax 207-942-3040
www.eatonpeabody.com

August 15, 2017

Angus G. Jennings, Town Manager
Town of Hampden
106 Western Ave.
Hampden, ME 04444

**Town of Hampden
RECEIVED**

AUG 16 2017

**Office of the
Town Manager**

Re: 2017 \$2,000,000 Tax Anticipation Note

Dear Mr. Jennings:

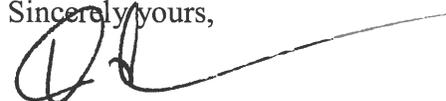
Enclosed are the documents to be executed by the appropriate officers of the Town regarding the above-captioned tax anticipation note. Please review them with care and call if you have any questions.

1. Resolutions to be adopted at your meeting on August 21st and to be attested by the Clerk with the Town seal affixed;
2. Certificate of Clerk, to be signed and attested by the Town Clerk, with the seal affixed;
3. Certificate of Indebtedness, signed by the Treasurer, with the seal affixed;
4. 2017 \$2,000,000 Tax Anticipation Note, to be signed by the Town Council and the Treasurer, with the seal affixed and attested;
5. Arbitrage and Use of Proceeds Certificate, to be signed by the Treasurer with the seal affixed and attested; and
6. Treasury Form 8038-G, to be signed by the Treasurer.

Please have these documents executed by the appropriate officials and return them to the our Bangor office by August 22nd. The original of the note and our opinion as bond counsel will be delivered to Camden National Bank in time for the closing scheduled for August 24, 2017. We will also send a copy of the closing package to you for the Town's records.

Thank you for asking Eaton Peabody to assist you with this financing.

Sincerely yours,



Dan S. Pittman

DSP/kd
enclosures
{EP - 02516537 - v1 }

RESOLUTION OF THE COUNCIL OF THE TOWN OF HAMPDEN, MAINE
AUTHORIZING THE SALE OF A \$2,000,000
TAX ANTICIPATION NOTE

WHEREAS, the Town of Hampden, Maine (the "Town") is authorized by 30-A M.R.S.A. §5772 and other applicable law to borrow money in anticipation of taxes; and

WHEREAS, the Council of the Town have determined that \$2,000,000 should be borrowed in anticipation of taxes and that, for that purpose, a Tax Anticipation Note in the amount of \$2,000,000 (the "Note") of the Town should be issued;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN AS FOLLOWS:

Section 1. The issuance, sale and delivery of the Note to Camden National Bank (the "Bank") is authorized. The Note shall be sold to the Bank at an aggregate purchase price equal to the original principal amount of the Note, shall mature on June 30, 2018, may or may not be subject to prepayment or redemption in whole or in part at any time with or without penalty, as the Town Treasurer shall determine, shall bear interest at the rate per annum of 1.19%, shall be payable as to principal and interest as set forth in the Note and shall contain such other terms as are set forth in the Note.

Section 2. The Town Treasurer is authorized and directed to sign the Note and a Certificate (the "Certificate") on behalf of the Town. The official seal of the Town is authorized and directed to be impressed on the Note and the Certificate. The Note will be countersigned by at least a majority of the Town Council. The Town Treasurer is authorized and directed to deliver the Note and the Certificate to the Bank upon receipt of the purchase price therefore.

Section 3. The Note is hereby designated as a qualified tax exempt obligation for purposes of § 265(b) of the United States Internal Revenue Code.

Section 4. The Council and the Town Treasurer are each authorized and directed, on behalf of the Town, to carry out or cause to be carried out all of the obligations of the Town under the Note and the Certificate and to cause to be done all acts and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the issuance, sale and delivery of the Note and in carrying out the purposes of this Resolution. The Town Manager (or acting Town Manager, as the case may be) and the Town Treasurer are authorized to draw against the proceeds of the Note on behalf of the Town.

Section 5. All actions heretofore taken by the Council and the Town Treasurer relating to the issuance and sale of the Note, in ensuring that the interest thereon will be exempt from federal income taxation to the Bank are hereby ratified, approved and confirmed.

Section 6. The law firm of Eaton Peabody is hereby designated as Bond Counsel for the Town to advise the Town with respect to the issuance and sale of the Bond, and to prepare documents and render opinions as may be necessary or convenient for the purpose.

Section 7. This Resolution shall take effect immediately.

APPROVED August 21, 2017, by the Council of the Town of Hampden, Maine at a meeting duly convened after sufficient public notice and conducted at Hampden, Maine.

TOWN OF HAMPDEN, MAINE

ATTEST:

(SEAL)

Town Clerk

TOWN OF HAMPDEN, MAINE
\$2,000,000
2017 TAX ANTICIPATION NOTE

CERTIFICATE OF CLERK

Paula Scott, duly appointed and qualified Clerk of the Town of Hampden, Maine (the “Town”), certifies as follows:

1. The Penobscot County Town of Hampden was incorporated in 1794 by an act of the Massachusetts legislature, a copy of which, with all amendments, is attached as Exhibit A.

2. As authorized by the provisions of Title 30-A, M.R.S.A. § 5651, the municipal officers of the Town of Hampden have determined that the municipal year of the Town of Hampden commences on the 1st day of July and ends on the 30th day of June.

3. Public notice that the Council of the Town would meet on August 21, 2017, to consider borrowing in anticipation of taxes was posted in public places in the Town of Hampden, according to law, and published in the *Bangor Daily News* on August 14, 2017, at least seven days before the meeting. A copy of the notice is attached as Exhibit B.

4. A true and complete copy of the Resolutions adopted at the August 21, 2017, meeting of the Council of the Town at which the borrowing of \$2,000,000 in anticipation of taxes was authorized in accordance with law is attached as Exhibit C.

5. The borrowing anticipated hereby will not cause total debt of the Town to exceed statutorily imposed limitations on municipal debt, including those set out in 30-A M.R.S.A. 5702 and 5703. The Town is not subject, by law or by contract, to any other limitations on its public debt.

6. There is not in force in said Town any charter, ordinance, bylaw or any standing vote relative to borrowing in anticipation of taxes which would in any way prevent the issue and sale of the Tax Anticipation Note of the Town discussed herein.

7. The Town has not entered into any agreement to share its assessed valuation with any other municipality pursuant to Chapter 223, subchapter V of Title 30-A, of the Maine Revised Statutes, as amended, and no such agreement is presently contemplated.

8. No bonds or notes of the Town are issued and outstanding pursuant to the authorizations described above.

9. No petition or other proceeding seeking a recount or review of the actions approving the Note described above has been filed or initiated and no resolve, order or proceedings central to the issue or sale of the said Note has been repealed or amended or is currently being challenged or reconsidered. No proceedings relating thereto have been taken other than those of which certified copies have been delivered to Eaton Peabody.

10. There is no litigation, action, suit or proceeding or, to my knowledge after diligent inquiry, circumstance or inquiry or investigation at law or in equity before or by any public board or threatened against or affecting the Town or its property or any basis therefor, to restrain or enjoin the execution, issuance or delivery of the Note or the levy or collection of the taxes pledged therefor to pay the interest on, or the principal of the said Note, or in any manner questioning the authority or proceedings for the execution, issuance and delivery of the said Note or for the collection of said taxes or relating to the said Note or effecting the validity thereof or the collection of said taxes, or wherein an unfavorable decision, ruling or finding would adversely affect the execution, issuance and delivery of the Note or the validity of the enforceability thereof, the financial condition of the Town or its ability to make payment of principal and interest on the

Note as and when due. Neither the corporate existence nor the boundaries of the Town, nor the title of any of its respective officers is being contested.

11. The execution and delivery of the Note and the performance of the obligations of the Town thereunder do not and will not violate or constitute a default under any order of any court or government agency, and do not and will not violate or constitute a default under any agreement, indenture, mortgage, lease or any other obligation or instrument to which the Town is bound, and approval or other action by any governmental authority or agency is required in connection therewith.

12. The persons set out below are the duly elected or appointed and qualified incumbent officials holding the offices set out next to their respective names.

NAME	EXP. DATE
Stephen L. Wilde, Councilor	2018
Dennis R. Marble, Councilor	2018
Terry McAvoy, Councilor	2018
David I. Ryder, Mayor	2018
Mark Cormier, Councilor	2019
Ivan McPike, Deputy Mayor	2019
Gregory J. Sirois, Councilor	2019
Angus G. Jennings, Treasurer	Appt.

13. The Note has been duly executed by the issuer by its Treasurer and signed by a majority of its Council under the seal of the Town attested by its Clerk, awarded and delivered to Camden National Bank at an interest rate of 1.19% on an “as needed” basis.

WITNESS my hand and the seal of the Town this 24th day of August 2017.

[SEAL]

Paula Scott, Clerk

TOWN OF HAMPDEN, MAINE
CERTIFICATE OF INDEBTEDNESS
2017 TAX ANTICIPATION NOTE

I, Angus G. Jennings, Treasurer of the Town of Hampden, Maine hereby certify as follows:

1. The total tax levy for the Town of Hampden for the municipal fiscal year commencing on the 1st day of July 2016 was \$11,758,968.

2. No other borrowings in anticipation of taxes to be collected for the municipal fiscal year commencing on the 1st day of July 2017 have made except as listed below:

<u>Amount</u>	<u>Lender</u>	<u>Rate</u>	<u>Date</u>
---------------	---------------	-------------	-------------

(SEAL)

Angus G. Jennings, Treasurer

Hampden, Maine
August 24, 2017

**UNITED STATES OF AMERICA
TOWN OF HAMPDEN, MAINE
TAX ANTICIPATION NOTE**

\$2,000,000

August 24, 2017

On June 30, 2018, for value received, the Town of Hampden, Maine (the "Town"), promises to pay Camden National Bank, a banking corporation with offices in Bangor, Maine, or its assigns the sum of Two Million Dollars (\$2,000,000) or so much thereof as may be advanced upon the order of the Town and outstanding at maturity, upon presentation and surrender hereof, together with interest at the rate of 1.19 % per annum (computed on the basis of actual days elapsed over a 365-day year) on the unpaid principal balance outstanding from time to time from the date hereof until payment in full of the principal then due. The Town shall have the right to prepay, without penalty or premium, all or any portion of the principal amount of this note at any time prior to the maturity hereof.

This note is issued in anticipation of taxes pursuant to the authority set out in the Maine Revised Statutes, and resolutions adopted by the Council of the Town.

Each and every act, condition and thing required to be done, to happen and to be performed precedent to and in the issuance of this note, has been done, has happened, and has been performed in full and strict compliance with the Constitution and laws of the State of Maine and the resolutions of the Town. This note is within every debt and other limit prescribed by law. The full faith and credit and resources of the Town are hereby irrevocably pledged to the punctual payment of this note and of interest that may accrue hereon after maturity according to its terms.

Executed in accordance with law by the duly authorized Treasurer and signed by at least a majority of the Council of the Town, as of the 24th day of August 2017.

THIS NOTE IS DESIGNATED AS A QUALIFIED TAX EXEMPT OBLIGATION OF THE TOWN FOR PURPOSES OF SECTION 265(b) OF THE UNITED STATES INTERNAL REVENUE CODE.

TOWN OF HAMPDEN, MAINE

Treasurer

Councilor

(SEAL)

Seal attested by:

Town Clerk

FORM OF REGISTRATION RECORD

This Note may be transferred and registered only at the offices of the Agent, Camden National Bank.

No writing on this Note except by an officer of the Town of Hampden or its Agent.

Date of Registration

In Whose Name
Registered

Registered By:

August 24, 2017

Camden National Bank

TOWN OF HAMPDEN, MAINE
ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

I, the Treasurer of the Town of Hampden, Maine (the “Issuer”), HEREBY CERTIFY and reasonably expect with respect to the issuance of and the use of the proceeds of the 2017 Tax Anticipation Note in the principal amount of \$2,000,000 the “Note”) of the Issuer, dated August 24, 2017, as follows:

1. I am an officer of the Issuer duly charged and responsible for issuing the Note.
2. The date, maturity, denomination and rate of interest on the Note are as shown and described on the Note delivered herewith, and are as follows: Issue date, August 24, 2017; maturity, June 30, 2018; single denomination of \$2,000,000; interest rate, 1.19%.
3. The proceeds of the Note will be used for obligations and governmental activities of the Issuer in anticipation of the receipt of tax revenues to be assessed and collected during fiscal year 2017/2018 (ending June 30, 2018) by the Issuer for governmental purposes authorized under Maine law.
4. No portion of the proceeds of the Note will be invested, directly or indirectly, in federally insured deposits or accounts other than (A) investments of unexpended Note proceeds for an initial temporary period until the proceeds are needed by the Issuer, and (B) investment of a debt service fund.
5. I, the undersigned, hereby further certify that to the best of my present knowledge and belief the following statement of the Issuer’s operating cash flow (excluding receipts from the sale of the Note and expenditures relating to the Note) is accurate as of the date hereof, and includes all “available amounts” available to the Issuer. The proceeds of the Note will be used for working capital purposes permitted under Treasury Regulation §1.148. The Issuer covenants that proceeds of this Note may only be allocated to working capital expenditures as of any date to the extent that working capital expenditures exceed “available amounts” (as defined in paragraph (d)(3)(iii) of regulation §1.148-6) as of that date. The Issuer will employ a “proceeds spent last” method in determining whether the draw should be made on this Note. The Issuer expects to allocate proceeds of the Note to working capital expenditures within 13 months of the issue date. The Issuer has established or intends to establish a working capital reserve fund in an amount not less than 5% of its expenditures in fiscal year 2017.

For purposes of this certificate, the “available amount” to the Issuer means any amount that is available for working capital expenditure purposes of the type financed by this Note. The available amount excludes proceeds of this Note but includes cash, investments, and other amounts held in accounts or otherwise by the Issuer or a related party if those amounts may be used by the Issuer for working capital expenditures of the type being financed by this Note without legislative or judicial action and without a legislative, judicial, or contractual requirement that those amounts be reimbursed.

A reasonable working capital reserve is treated as unavailable. Any working capital reserve is reasonable if it does not exceed 5% of the actual working capital expenditures of the Issuer in the prior fiscal year. In determining working capital expenditures of the Issuer for prior fiscal year, any expenditures that are paid out of current revenues may be treated as working capital expenditures.

6. The following information is provided to demonstrate compliance with the compliance with the rebate requirements of the Internal Revenue Code of 1986. The issuer plans to draw proceeds of the Note as needed so that six months from the date the Cumulative Cash Flow Deficit will exceed 90% of the amount of proceeds actually drawn on the Note.

Calculation of Cumulative Cash Flow Deficit
For purposes of Treasury Regulations

<u>Month</u>	<u>Anticipated Revenues</u>	<u>Anticipated Expenditures</u>	<u>Monthly Surplus (Deficit)</u>	<u>Cumulative Cash Flow Surplus/(Deficit)</u>
July	\$430,833	\$1,351,076	(\$920,243)	(\$920,243)
August	\$626,028	\$1,351,076	(\$725,047)	(\$1,645,290)
September	\$2,967,511	\$1,351,076	\$1,616,435	(\$28,855)
October	\$3,747,742	\$1,351,076	\$2,396,666	\$2,367,811
November	\$449,955	\$1,351,076	(\$901,120)	\$1,466,691
December	\$468,159	\$1,351,076	(\$882,916)	\$583,775
January	\$346,003	\$1,351,076	(\$1,005,072)	(\$421,298)
February	\$462,446	\$1,351,076	(\$888,630)	(\$1,309,927)
March	\$3,151,522	\$1,351,076	\$1,800,446	\$490,519
April	\$2,455,890	\$1,351,076	\$1,104,815	\$1,595,333
May	\$536,657	\$1,351,076	(\$814,419)	\$780,914
June	\$570,161	\$1,351,076	(\$780,914)	\$-

\$16,212,908 \$16,212,908

Largest month-end cumulative deficit	\$(1,645,290)
Plus 5% of 2016 Expenditures (\$14,136,358)	\$706,818
Maximum permitted borrowing	\$2,352,108
Amount of Tax Anticipation Note	\$2,000,000

7. The Issuer is an entity with general taxing power. All of the proceeds of the Note are to be used for local, governmental activities of the Issuer. Neither the Issuer nor any agency, instrumentality or political subdivision of the Issuer has issued or expects to issue any additional tax-exempt bonds or notes during calendar year 2017. Thus, the aggregate face amount of all tax-exempt bonds or notes (including the Note) issued or to be issued by the Issuer (and all

agencies, instrumentalities and other political subdivisions of the Issuer) during calendar year 2017 is not expected to exceed \$5,000,000. Moreover, the Issuer will not issue more than \$10,000,000 of tax exempt obligations during 2017, and hereby designates the Note as a “qualified tax exempt obligation” of the Issuer under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended, for purposes of determining deductibility by financial institutions of interest paid on debt incurred or continued to carry tax-exempt obligations.

8. The Note will be paid from taxes levied by the Issuer. The funds used to pay principal and interest on the Note, whether or not deposited into a debt service fund, will be expended within 13 months of the date of deposit in such fund, or the date of their accumulation, on the payment of debt service on the Note. Any amounts received from the investment of such deposit or accumulation will be expended within one year of receipt. The debt service fund, if any, will be used to achieve a proper matching of revenues and debt service and will be depleted at least annually except for a reasonable carryover amount not to exceed one year's earnings on the fund or 1/12 of annual debt service.

9. Except for the debt service fund described herein, if any, the Issuer has not created or established, and does not expect to create or establish, any sinking fund or other similar fund which the Issuer reasonably expects to use to pay principal or interest on the Note.

10. The Issuer expects to be able to comply with and, to the extent allowable by law and subject to appropriation, will comply with the provisions and procedures set forth herein, and do and perform all acts and things necessary or desirable in order to assure that interest paid on the Note shall, for purposes of Federal income taxation, be excluded from the gross income of the recipients thereof.

11. The Issuer has reviewed the Internal Revenue Service Form 8038-G to be filed in connection with the issuance of the Note, a copy of which is attached hereto as Schedule A, and all of the information contained therein is, to the best of the Issuer's knowledge, true and correct.

12. The Issuer has not received notice that it has been listed by the Commissioner of Internal Revenue as an issuer that may not certify its obligations, nor has it been advised that the Commissioner is contemplating listing the Issuer as a governmental Issuer that may not certify its obligations. This certification has been delivered as part of the record of proceedings and accompanying certificates with respect to the issuance of the Note.

13. No other governmental obligations have been sold less than 15 days prior to or will be sold less than 15 days after, the sale date of the Note, pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the Note.

14. This certificate is made for the purpose of establishing evidence of the expectations of the Issuer as of the date hereof as to future events regarding the amount and use of proceeds of the Municipal Bond. It is intended and may be relied upon for purposes of Sections 103 and 148

of the Code as a certification of expectations described in Section 1.148-2(b)(2) of the Treasury Regulations. This certificate is executed and delivered as part of the record of proceedings in connection with the issuance of the Note.

15. On the basis of the foregoing, it is not expected that the proceeds of the sale of the Note will be used in a manner that would cause the Note to be deemed an "arbitrage bond" or "private activity bond" as those terms are defined under Sections 148 or 141, respectively of the Code and the Income Tax Regulations prescribed thereunder. To the best of our knowledge and belief, there are no other facts, estimates or circumstances that would materially change the foregoing conclusion, and the Issuer's expectation contained herein as to the use of proceeds are reasonable.

This certification is executed and delivered pursuant to Section 148 of the Code and the Income Tax Regulations applicable thereto. To the best of my knowledge and belief, the Issuer's expectations contained herein as to the use of the proceeds of the Note are reasonable.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Town of Hampden this 24th day of August 2017.

TOWN OF HAMPDEN, MAINE

Treasurer

(SEAL)

Seal attested by:

Town Clerk

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Town of Hampden		2 Issuer's employer identification number (EIN) 01-6000190
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Daniel S. Pittman		3b Telephone number of other person shown on 3a (207) 947-0111
4 Number and street (or P.O. box if mail is not delivered to street address) 106 Western Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hampden, ME 04444		7 Date of issue 8.24.17
8 Name of issue 2017 Tax Anticipation Note		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Daniel S. Pittman, Esq.		10b Telephone number of officer or other employee shown on 10a (207) 947-0111

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► Tax Anticipation		18
19 If obligations are TANs or RANs, check only box 19a	► <input checked="" type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>	
		2,000,000

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	6.30.2018	\$ 2,000,000	\$ 2,000,000	.84931 years	1.19 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				22
23	Issue price of entire issue (enter amount from line 21, column (b))				23
24	Proceeds used for bond issuance costs (including underwriters' discount)		24		
25	Proceeds used for credit enhancement		25		
26	Proceeds allocated to reasonably required reserve or replacement fund		26		
27	Proceeds used to currently refund prior issues		27		
28	Proceeds used to advance refund prior issues		28		
29	Total (add lines 24 through 28)				29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30
					2,000,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	► _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	► _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

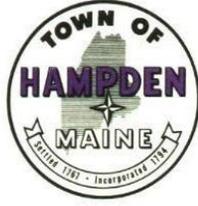
<p>35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</p> <p>36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)</p> <p style="margin-left: 20px;">b Enter the final maturity date of the GIC ▶ _____</p> <p style="margin-left: 20px;">c Enter the name of the GIC provider ▶ _____</p> <p>37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</p> <p>38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Enter the date of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">c Enter the EIN of the issuer of the master pool obligation ▶ _____</p> <p style="margin-left: 20px;">d Enter the name of the issuer of the master pool obligation ▶ _____</p> <p>39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/></p> <p>40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/></p> <p>41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;">b Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;">c Type of hedge ▶ _____</p> <p style="margin-left: 20px;">d Term of hedge ▶ _____</p> <p>42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/></p> <p>43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/></p> <p>44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/></p> <p>45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____</p> <p style="margin-left: 20px;">b Enter the date the official intent was adopted ▶ _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 20px;">35</td> <td style="width: 100px; height: 20px;"></td> <td style="width: 100px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">36a</td> <td style="width: 100px; height: 20px;"></td> <td style="width: 100px; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">37</td> <td style="width: 100px; height: 20px;"></td> <td style="width: 100px; height: 20px;"></td> </tr> </table>	35			36a			37		
35										
36a										
37										

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	_____ Signature of issuer's authorized representative	8.24.17 Date	Angus G. Jennings, Treasurer Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Daniel S. Pittman				P01605131
	Firm's name ▶ Eaton Peabody	Firm's EIN ▶ 01-0373027		Phone no. (207) 947-0111	
	Firm's address ▶ P.O. Box 1210, Bangor, ME 04402-1210				

**TOWN OF HAMPDEN
PUBLIC WORKS DEPARTMENT
TRUCK #13
QUOTE/BID SHEET**

August 15, 2017
11:00 a.m.

BID	BIDDER	CHASSIS	BODY/EQUIPMENT	TRADE IN ALLOWANCE	TOTAL PRICE	ADDENDUM ACK.
Truck 13	New England Kenworth	\$89,258	\$67,500	#13 \$16,000 #17 \$17,000	\$123,758	No
Truck 13	Freightliner	\$86,643	\$69,500	#13 \$12,000 #17 \$16,000	\$128,143.	Yes
Truck 13	Daigle & Houghton	\$88,000	\$67,500	#13 \$10,000 #17 \$ 8,000	\$137,500	Yes
Truck 13	Whited Truck	-----	-----	-----	No bid	N/A
Truck 13	H P Fairfield	-----	\$67,500	N/A	\$ 67,500	N/A
Truck 13	Viking Cives	-----	\$55,478	N/A	\$55,478	N/A



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

August 21, 2017

To: Angus Jennings
From: Sean Currier
Subject: 2017 HPW Truck Replacement Quotes – Recommendation of Award

The Public Works Department solicited quotes for the replacement of two dump trucks with plow rigging. The two existing trucks to be replaced are #13 (a 2008 Sterling SL8500) and #20 (a 2009 GMC 5500). Recommendations below are separated by truck number.

Truck #13 - Truck requested is a two wheel drive 41,000 GVW dump/plow truck.

The quotes provided for truck 13 came in from New England Kenworth, Freightliner of Maine and Daigle & Houghton. Although the Kenworth is a very nice vehicle, the quote did not meet specification or acknowledge the addendum posted. It lacked the 5 year warranty and the hood access for checking the oil. The additional cost of those items plus their bid price is \$125,104.00. Freightliner's quote meets specification and was priced at \$126,143.00. Daigle & Houghton priced the International at \$137,500.00.

The difference between the first and second quoted price is \$1,039.00. Since we currently have freightliner vehicles, maintenance efficiency would make up the difference in cost.

I would like to recommend awarding the replacement of truck #13 to Freightliner of Maine in the amount of \$126,143.00. The first of a 5-year payment plan is a budgeted expense in the operating budget 10-01-20-01 Equipment Replacement account.

Truck #20 - Truck requested is a four wheel drive 26,000 GVW dump/plow truck.

The quotes provided for truck 20 came in from Freightliner of Maine, Daigle & Houghton and Whited Truck. Freightliner submitted a quote which meets specification with a price of \$128,228.00. Daigle & Houghton submitting a price of \$134,891.00 which was the highest quote submitted. Whited Truck submitted a quote for a Peterbilt two wheel drive vehicle which did not meet specifications.

Freightliner of Maine is the lowest bid meeting specifications.

I would like to recommend awarding the replacement of truck #20 to Freightliner of Maine in the amount of \$128,228.00. The first of a 5-year payment plan is a budgeted expense in the Equipment Reserve account 03-717-00.

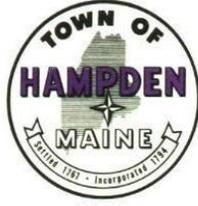
Thank you for your consideration.

Sean

**TOWN OF HAMPDEN
PUBLIC WORKS DEPARTMENT
TRUCK #20
QUOTE/BID SHEET**

August 15, 2017
11:00 a.m.

BID	BIDDER	CHASSIS	BODY/EQUIPMENT	TRADE IN ALLOWANCE	TOTAL PRICE	ADDENDUM ACK.
Truck 20	New England Kenworth	-----	-----	-----	No Bid	N/A
Truck 20	Freightliner	\$91,437	\$57,800	#20 \$20,000	\$129,237	Yes
Truck 20	Daigle & Houghton	\$98,100	\$56,791	#20 \$20,000	\$134,891	Yes
Truck 20	Whited Truck	\$78,299	\$56,791	#20 \$25,000	\$110,090	Yes
Truck 20	H P Fairfield	-----	\$56,791	N/A	\$56,791	N/A
Truck 20	Viking Cives	-----	\$46,748	N/A	\$46,748	N/A



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

August 21, 2017

To: Angus Jennings
From: Sean Currier
Subject: 2017 HPW Truck Replacement Quotes – Recommendation of Award

The Public Works Department solicited quotes for the replacement of two dump trucks with plow rigging. The two existing trucks to be replaced are #13 (a 2008 Sterling SL8500) and #20 (a 2009 GMC 5500). Recommendations below are separated by truck number.

Truck #13 - Truck requested is a two wheel drive 41,000 GVW dump/plow truck.

The quotes provided for truck 13 came in from New England Kenworth, Freightliner of Maine and Daigle & Houghton. Although the Kenworth is a very nice vehicle, the quote did not meet specification or acknowledge the addendum posted. It lacked the 5 year warranty and the hood access for checking the oil. The additional cost of those items plus their bid price is \$125,104.00. Freightliner's quote meets specification and was priced at \$126,143.00. Daigle & Houghton priced the International at \$137,500.00.

The difference between the first and second quoted price is \$1,039.00. Since we currently have freightliner vehicles, maintenance efficiency would make up the difference in cost.

I would like to recommend awarding the replacement of truck #13 to Freightliner of Maine in the amount of \$126,143.00. The first of a 5-year payment plan is a budgeted expense in the operating budget 10-01-20-01 Equipment Replacement account.

Truck #20 - Truck requested is a four wheel drive 26,000 GVW dump/plow truck.

The quotes provided for truck 20 came in from Freightliner of Maine, Daigle & Houghton and Whited Truck. Freightliner submitted a quote which meets specification with a price of \$128,228.00. Daigle & Houghton submitting a price of \$134,891.00 which was the highest quote submitted. Whited Truck submitted a quote for a Peterbilt two wheel drive vehicle which did not meet specifications.

Freightliner of Maine is the lowest bid meeting specifications.

I would like to recommend awarding the replacement of truck #20 to Freightliner of Maine in the amount of \$128,228.00. The first of a 5-year payment plan is a budgeted expense in the Equipment Reserve account 03-717-00.

Thank you for your consideration.

Sean



Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Town of Hampden

-Invitation to provide a quote on the Town of Hampden Truck #20 Replacement-

Offers shall be in a sealed envelope and clearly labeled:

"Town of Hampden Truck 20 Replacement 2017"

Include the company name and contact person information on the cover page or envelope

**Bid Due: Tuesday, August 15, 2017 before 11:00 A.M.
106 Western Ave. Hampden, Maine 04444**

All information provided in the quote will be reviewed by the Public Works Director and a recommendation made to the Town of Hampden Council for approval.



Town of Hampden
106 Western Avenue
Hampden, Maine 04444

General Information for Bidders

Note: The following terms, conditions and instructions apply to all Town of Hampden solicitations whether they are bids, proposals, requests for information, quotes, requests for qualifications, etc. The term “bidder” is used generally to describe the bidder, proposer, vendor, contractor, consultant or any other term applying for someone responding to a request from the Town. Any response by a vendor to requests from the Town means that the vendor intends to adhere to the following:

1. Acceptance
The Town will select the offer deemed most advantageous, appropriate and beneficial to the Town. Price may not be the only determining factor.
2. Addenda
In the event that an addendum to a solicitation is issued, all solicitation terms and conditions shall remain in effect unless they are specifically changed by the addendum. Offers shall include acknowledgement of all addenda or be subject to rejection. The Town will post all Addenda on the Town of Hampden website <http://www.hampdenmaine.gov> under “Public Notices and Bids” and shall email the addendum to all bidders whom have received a bid package, or who notify the Town Manager in writing that they wish to be considered a prospective bidder.
3. Independent Contractor
Successful bidder will serve in the capacity of independent contractor and shall not be deemed an employee or representative of the Town. Successful bidder understands and agrees that he/she is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the Town, and for whom no insurance or other benefits available to Town employees will accrue. Successful Bidder further understands that annual information returns as required by the Internal Revenue Code and/or Maine law will be furnished to the Successful Bidder for his/her tax records.
4. Assignment/Subcontracting
The bidder shall not assign or subcontract any agreement, sublet or subcontract any portion of the work without the written consent of the Town. The bidder shall bind all subcontractors approved by the Town to all the terms and conditions of the contract. In no instance shall more than 50% of the work be subcontracted.
5. Award/Results
As soon as practicable after evaluation, the Town shall make available the award decision and a tabulation of all bids/proposals received.
6. Compliance with Laws
The bidder is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations. The bidder shall fully indemnify, save harmless and protect the Town, their successors, assigns, agents, customers, affiliates, agents and

employees against any loss, claim liability damage, and expense arising from the bidder's actual or alleged noncompliance with such laws and regulations.

7. Deliveries

All deliveries shall be to the designated Town property stated in the solicitation and must be Freight on Board (FOB) Hampden, Maine with all delivery, handling, surcharges and other changes included in the offered price. Failure to do so may cause rejection of bid. The Town will not pay additional surcharges.

8. Equal Employment Opportunity

Bidders agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Bidders shall comply with applicable laws, executive orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202, Executive Order 11246, as amended, which is hereby incorporated by reference.

9. Freedom of Access Act (FOAA)

Under Maine's Freedom of Access Act, all records in possession of the Town and related to the transaction of its business are public, unless designated by law as confidential, privileged, or otherwise exempt. Accordingly, any documents you submit may be available to the public.

10. Incurring Cost

All costs incurred in the preparation and submission of an offer will be borne by the bidder.

11. Informalities

The Town reserves the right to waive informalities, irregularities or minor defects in an offer response or variation from the exact requirements of the solicitation provided that the defects or variations do not affect the price, quality, quantity or delivery of the service.

12. Inspections/Examination of Documents

The bidder is responsible for thoroughly inspecting the site of the proposed work, carefully examining the solicitation and for becoming completely familiar with any circumstances under which the work will be performed or equipment, material etc. to be provided. Each bidder shall make his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for any information received from them.

13. Late Bids

It is the responsibility of the bidder to see that their offers have sufficient time to be received by the Town of Hampden before the submittal deadline. Any offer, portion of an offer, or unrequested revision received at the Town Office after the time and date specified, will not be considered.

14. Permits

In connection with any work to be performed, the bidders shall procure all necessary permits and licenses applicable (State, Federal, Local or otherwise) to the performance of work contained in the solicitation.

15. Materials

All material submitted becomes the property of the Town of Hampden and shall become public information.

16. Questions
All questions must be directed in writing to the specified person from the Town of Hampden in the solicitation.
17. Rejection
The Town of Hampden reserves the right to reject any and all offers or to accept a higher cost offer if it is deemed to be in the best interest of the Town of Hampden. The Town also reserves the right to negotiate with the lowest cost responsive Bidder. Rejection of any proposal shall be construed as meaning simply that the Town does not deem the offer to be acceptable or that another offer is deemed to be more advantageous to the Town for the particular services offered.
18. Taxes
The Town of Hampden is exempt from paying sales or use tax by the State of Maine Statute and has been issued a permanent Exemption Certification by the State of Maine.
- Permanent Exemption Certificate Number: **E45923**
Federal Identification Number: **01600019000**
19. Termination
a. Termination for Convenience: The Town may terminate any contract, in whole or in part, whenever the Town determines that such termination is in the best interest of the Town, without showing cause, upon giving written notice to the bidder.

b. Termination for Default: When the bidder has not performed or has unsatisfactorily performed the work, the Town may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Town. Failure on the part of the bidder to fulfill contractual obligations shall be considered just cause for termination.
20. Withdrawal
No bidder may withdraw his/her offer for a period of sixty (60) days from date of opening. All offers will be subject to acceptance by the Town during that time.

TOWN OF HAMPDEN

Truck 20 Replacement 2017

Town of Hampden

-Invitation to provide a quote/bid on Town Vehicle Replacement-

Offers shall be in a sealed envelope and clearly labeled:
“Town of Hampden Truck 20 Replacement 2017”

Bid Due: Tuesday, August 15, 2017 before 11:00 A.M.
106 Western Ave. Hampden, Maine 04444

The Town of Hampden is seeking qualified bidders for the replacement of an existing 2009 GMC 5500 plow/dump truck with a mid-size commercial vehicle.

The bid/quote shall include trade-in value for the existing plow truck toward the purchase of a new specified plow/dump truck. The truck may be viewed at the Public Works facility at 355 Canaan Road in Hampden, by appointment only. Contact the Public Works Director, Sean Currier to set up a time to view vehicles.

The following specifications detail the requested vehicle replacement. In order to be considered, potential bidders must complete the enclosed bid form and return it to the following address by **11:00AM on Tuesday, August 15, 2017. In addition to the bid form, provide any equipment information, company information, location, references, etc., the supplier believes would be advantageous for Council decision.**

“Town of Hampden Truck #20 Replacement 2017”
Attention: Sean Currier
106 Western Avenue
Hampden, Me. 04444

The Town Council will consider all bids and recommendations by the Public Works Director.

The Council reserves the right to reject any or all bids at their discretion.

BIDDERS NOTES

- 1) For the purpose of these specs:
 - a. OWNER shall refer to the Town of Hampden
 - b. SUPPLIER shall refer to Bidder proposing bid.
- 2) The OWNER reserves the right to accept or reject any or all bids.
- 3) Bid price submitted shall be good through September 1, 2017. All requested equipment must be delivered prior to December 1, 2017.
- 4) The Town reserves the right to reject any and all bids for any or all items in the bid request, to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the interest of the Town. Bidders will be considered for award on the basis of bid price, performance record, customer service, delivery schedule, service location, etc.
- 5) The OWNER reserves the right to change or add specifications and submit change orders in writing to the SUPPLIER. If this occurs, the municipality will negotiate with the Supplier to determine the new costs.
- 6) Pre-inspection. Each Supplier, before submitting an offer, shall become completely familiar with vehicles to be traded toward the replacement vehicle cost. The Municipal Representative will be available to have the existing vehicle(s) inspected. No consideration will be granted for any alleged misunderstanding of the vehicle to be furnished, vehicle(s) to be traded, or for any defects in the final product that are the result of the absence of pre-inspection of a trade vehicle.
- 7) The Town will prepare written responses to all questions received, and will provide responses in Addenda to all prospective bidders that participate in the pre-bid meeting, or who notify the Town Clerk in writing that they wish to be considered a prospective bidder." Questions should be submitted in writing to **Sean Currier** at publicworks@hampdenmaine.gov prior to August 9, 2017 10:00AM.
- 8) The Supplier guarantees that the vehicle provided in this contract and any materials to be furnished by the supplier will be free from defects or flaws when delivered. A full (5) five year warranty shall be provided for all electrical, engine, power train, computer, etc that are not considered wear and tear items.
- 9) Bids may be submitted as an approved "or equal" basis substituting comparable equipment for the truck. Body, plow and rigging equipment must be submitted as specified.

VEHICLE SPECIFICATIONS

Specifications for one (1) new 2018 Heavy Duty Diesel powered 4x4 class 8 plow truck, 26,000 GVW.

1. ENGINE:

- 1.1. Cummins Diesel B6.7 300 HP 660 foot pounds torque (or equal)
- 1.2. Engine should be "Clean Idle Certified"
- 1.3. Side of hood air intake with under hood blend air door
- 1.4. Designed for heavy-duty service
- 1.5. Oil Cooler
- 1.6. Magnetic drain plug
- 1.7. Front PTO 1310 adaptor on crankshaft
- 1.8. Exhaust brake
- 1.9. Provide easy access to dipstick and filler tubes

2. TRANSMISSION:

- 2.1. 3500 R.D.S. 5-speed Allison transmission for heavy-duty service with oil cooler (or equal)
- 2.2. Push button, electronic shift control and dash mounted oil level check
- 2.3. Torque input rating shall be in excess of maximum available engine torque output
- 2.4. Designed for heavy-duty service
- 2.5. Performance based shift schedule transmission programming for snowplowing

3. FRONT AXLE:

- 3.1. 10,000 lbs. Front Drive Axle
- 3.2. Designed for heavy-duty service
- 3.3. Ample tire clearance at maximum turning angle
- 3.4. Oil lubricated front hubs with synthetic gear lube

4. REAR AXLE:

- 4.1. Rated capacity 16,000 lbs.
- 4.2. Rear end, Meritor R series single Rear Axle 5.56 ratio and filled with synthetic gear lube or equal
- 4.3. Magnetic drain plug
- 4.4. Driver controlled locking differential
- 4.5. Driveline 1700 series with half round yokes or equal

5. FRAME:

- 5.1. Designed for heavy-duty service
- 5.2. Full depth, full length channel frame rails with PSI120K
- 5.3. Heavy-duty gusseted cross members shall be provided to "diamond shaping" under extreme conditions. Local modifications not acceptable.
- 5.4. Clear left hand frame rail 36" back of cab outboard and below
- 5.5. 8" Front frame extension
- 5.6. 63" After frame

6. WHEELBASE:

- 6.1. C.A. Dimensions shall be 84" for the installation of a 4-5 cu. yd. 10' Dump Body with hydraulic tank mounted behind cab
- 6.2 Coordinate with body and equipment company prior to construction of frame.

7. BRAKE SYSTEM:

- 7.1. Full air actuations, SCam type front and rear dust shields
- 7.2. Automatic slack adjusters with stainless steel clevis pin
- 7.3. 18.7 cu. ft. compressor, minimum
- 7.4. Compressor shall be lubricated through engine lube system
- 7.5. Drain cocks with pull cables on each reservoir
- 7.6. Reservoirs shall have ample road and tire chain clearance
- 7.7. Air dryer with spin on cartridge
- 7.8. Automatic low-pressure spring brake, 60 PSI or less
- 7.9. Parking brake, valve parking brake system with warning light
- 7.10 Trailer towing provision at end of frame for air brake trailer

8. SUSPENSION SYSTEM:

- 8.1. Heavy-duty spring suspension designed to support plow and R.H. wing in travel position and under full ballast load, with no appreciable spring sag or deflection either side
- 8.2. Spring shackles and mounting brackets shall be designed for extreme service
- 8.3. Front springs shall have a rated capacity of 18,000 lbs.
- 8.4. Right side front helper spring shall be provided to support plow apparatus weight, and so designed as to provide good riding characteristics when traveling unladen. (Timbren spring is acceptable)
- 8.5. Rear springs shall have a rated capacity of 16,000 lbs. AWD Multi-Leaf
- 8.6. Heavy-duty double-acting shock absorbers front axles

9. PERFORMANCE:

- 9.1. Maximum speed in highest forward gear at maximum engine governed RPM shall be approximately 65 mph
- 9.2. Gear steps designed to eliminate lugging of the engine

10. WHEELS AND TIRES:

- 10.1. Front tires to be 11R/ 22.5" 16 ply with heavy duty steel wheels painted white
- 10.2. Rear tires to be 11R22.5 16 ply with heavy duty steel wheels painted white, Rear tires must be deep lug, winter treads
- 10.3. Tires shall be premium grade, first line quality.
- 10.4. Provide spare rear rim and tire

11. CAB AND SHEET METAL:

- 11.1. Heavy-duty closed cab, with safety glass
- 11.2. Conventional hood design; tilt hood
- 11.3. Driver seat: Cloth, premium high back air suspension with 3 chamber air lumbar, integrated cushion extension, forward and rear cushion tilt, adjustable shock

- absorber and arm rests.
11. 4. Passenger: Cloth, premium high back air suspension with 3 chamber air lumbar, intergated cushion extension, forward and rear cushion tilt adjustable shock absorber and arm rests.
 - 11.5. Insulated floor mat, premium cab insulation and OEM floor mats for both sides
 - 11.6. AM/FM/WB World Tuner Radio with Blue Tooth and USB port
 - 11.7. Stationary bright grill and bezel
 - 11.8. Right and left hand electric window
 - 11.9. Air conditioner
 - 11.10. Dual windshield wipers with delay settings and electric washers
 - 11.11. Air ride cab
 - 11.12. If steel cab is bid, must be undercoated inside and outside.
 - 11.13. Heated windshield to prevent ice buildup.
 - 11.14. Air horn, single
 - 11.15. Wrap around dash
 - 11.16. Back up alarm
 - 11.17. Cab-grab handles right and left
 - 11.18. West coast style heated mirrors with 8"convex mirrors mounted below primary mirrors
 - 11.19. Gray Interior

12.STEERING SYSTEM:

- 12.1. Designed for heavy-duty service
- 12.2. Tilt and telescopic
- 12.3. Ample gear reduction for off-highway service
- 12.4. Hydraulic power steering
- 12.5. Large capacity hydraulic oil reservoir equipped with filter located for ease of service

13.EXHAUST SYSTEM:

- 13.1. Extra heavy-duty vertical exhaust system
- 13.2. Heavy-duty mounting brackets, elbow, piping, and expansion joints
- 13.3. Aluminum or stainless steel after treatment shield
- 13.4. 6 gal diesel exhaust fluid tank, mounted on left side only

14.COOLING SYSTEM:

- 14.1. Radiator core and shell shall be of heavy design and construction.
- 14.2. Heavy-duty mounting brackets and plumbing
- 14.3. Thermostatic controls
- 14.4. Engine thermostat
- 14.5. Spin-on coolant filter with factory installed shut-off valves
- 14.6. Sight gauge

15.ELECTRICAL SYSTEM:

- 15.1. 12 volt alternator system, 160 amps capacity, minimum
- 15.2. Heavy-duty starter

- 15.3. Heavy-duty batteries, with a minimum of 1900 cca
- 15.4. Battery disconnect switch mounted in cab outboard of driver seat
- 15.5. Enclosed battery compartment
- 15.6. 1000 watt block heater
- 15.7. Batteries shall be shielded from road splash
- 15.8. LED cab marker lights
- 15.9. Halogen headlights
- 15.10. Best hot water heater and defroster supplied by manufacturer
- 15.11. Dome light shall have independent switch
- 15.12. Electrical fuel gauge
- 15.13. Factory plow light wiring harness with dash switch and harness to front bumper
- 15.14. Body builder's electrical junction at back of cab with heavier load circuits for added lights for snowplow operations
- 15.15. Power source (cigar-type receptacle)
- 15.16. All plow, body, strobe and chassis lights to be LED. Headlights to be halogen

16.SWITCHES AND GAUGES:

- 16.1. Standard instruments and gauges, illuminated
- 16.2. All switches and gauges shall be clearly identified and labeled. Switches shall illuminate when in the "on" position.
- 16.3. Tachometer
- 16.4. Air resistor gauges, dash mounted
- 16.5. Hour meter, non-reset able type
- 16.6. Transmission Temperature Gauge
- 16.7. 4 switches mounted in dash with factory labels, dash mounted and wired into electrical system for strobe lights, sander, auxiliary back up and wing light.

17. ACCESSORIES:

- 17.1. Automatic back-up alarm when transmission is in reverse
- 17.2. Truck to be wired for a trailer (7 pin receptacle)

18.FUEL SYSTEM:

- 18.1. Aluminum 60-gal aluminum with stainless straps
- 18.2. Tank shall have non-skid steps
- 18.3. Tank shall provide adequate road clearance, and be properly vented

19.FILTERS:

- 19.1. Air filters shall be dry type, self-evacuating,
- 19.2. Air inlet shall be under engine hood; manual by-pass type acceptable
- 19.3. Filter must be located for ease of servicing, external type preferred
- 19.4. Primary and secondary fuel filters
- 19.5. Fuel water separator
- 19.6. All filters furnished must be approved by engine manufacturer

20.COLOR

20.1. Truck shall be Omaha Orange to match present color of Public Works Department equipment (no repaint)

21. Body and Plow Equipment:

21.1. Body shall be a 10ft MG 4 Season

21.2. 10 ft. American FTP 120 poly reversible plow

21.3. 10 ft. Everest ACPFM/ACP36MST60 wing system

21.4. Quadco cable controls

21.5. Service must be within 75 miles

21.6. Provide pintle hitch receiver mounted to truck frame

21.7. Body to have gates in tailgate for pavement. Locking mechanism to be stainless steel

22. Warranty:

22.1. Truck must contain a 5-year warranty for engine, transmission, running gear, electrical system, computer, and a full 2-year warranty on body and equipment

BID FORM

Truck Chassis Price \$ _____

Body/Equipment Price \$ _____

Trade in allowance for Truck 20 (-) \$ _____

Total Truck Bid Price 2017 \$ _____

Addendum #1 Acknowledgement _____

Addendum #2 Acknowledgement _____

Addendum #3 Acknowledgement _____

Town of Hampden, Maine

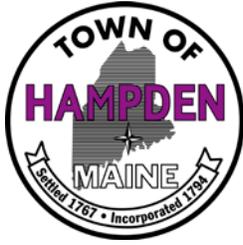
Company Name

Company Address

Company Representative

Signed

****The new complete vehicle shall be delivered to (Hampden Public Works) 355 Canaan Road in Hampden, no later than December 1, 2017****



Town of Hampden
106 Western Avenue
Hampden, Maine 04444

Town of Hampden

-Invitation to provide a quote on the Town of Hampden Truck #13 Replacement-

Offers shall be in a sealed envelope and clearly labeled:

"Town of Hampden Truck 13 Replacement 2017"

**Include the company name and contact person information on the
cover page or envelope**

**Bid Due: Tuesday, August 15, 2017 before 11:00 A.M.
106 Western Ave. Hampden, Maine 04444**

**All information provided in the quote will be reviewed by the Public Works
Director and a recommendation made to the Town of Hampden Council for
approval.**



Town of Hampden
106 Western Avenue
Hampden, Maine 04444

General Information for Bidders

Note: The following terms, conditions and instructions apply to all Town of Hampden solicitations whether they are bids, proposals, requests for information, quotes, requests for qualifications, etc. The term “bidder” is used generally to describe the bidder, proposer, vendor, contractor, consultant or any other term applying for someone responding to a request from the Town. Any response by a vendor to requests from the Town means that the vendor intends to adhere to the following:

1. Acceptance
The Town will select the offer deemed most advantageous, appropriate and beneficial to the Town. Price may not be the only determining factor.
2. Addenda
In the event that an addendum to a solicitation is issued, all solicitation terms and conditions shall remain in effect unless they are specifically changed by the addendum. Offers shall include acknowledgement of all addenda or be subject to rejection. The Town will post all Addenda on the Town of Hampden website <http://www.hampdenmaine.gov> under “Public Notices and Bids” and shall email the addendum to all bidders whom have received a bid package, or who notify the Town Manager in writing that they wish to be considered a prospective bidder.
3. Independent Contractor
Successful bidder will serve in the capacity of independent contractor and shall not be deemed an employee or representative of the Town. Successful bidder understands and agrees that he/she is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the Town, and for whom no insurance or other benefits available to Town employees will accrue. Successful Bidder further understands that annual information returns as required by the Internal Revenue Code and/or Maine law will be furnished to the Successful Bidder for his/her tax records.
4. Assignment/Subcontracting
The bidder shall not assign or subcontract any agreement, sublet or subcontract any portion of the work without the written consent of the Town. The bidder shall bind all subcontractors approved by the Town to all the terms and conditions of the contract. In no instance shall more than 50% of the work be subcontracted.
5. Award/Results
As soon as practicable after evaluation, the Town shall make available the award decision and a tabulation of all bids/proposals received.
6. Compliance with Laws
The bidder is assumed to be familiar with and agrees to observe and comply with all Federal, State and local laws, statutes, ordinances and regulations. The bidder shall fully indemnify, save harmless and protect the Town, their successors, assigns, agents, customers, affiliates, agents and

employees against any loss, claim liability damage, and expense arising from the bidder's actual or alleged noncompliance with such laws and regulations.

7. Deliveries

All deliveries shall be to the designated Town property stated in the solicitation and must be Freight on Board (FOB) Hampden, Maine with all delivery, handling, surcharges and other changes included in the offered price. Failure to do so may cause rejection of bid. The Town will not pay additional surcharges.

8. Equal Employment Opportunity

Bidders agree not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation or national origin. Bidders shall comply with applicable laws, executive orders, and regulations concerning nondiscrimination in employment, including the Equal Opportunity Clause of Section 202, Executive Order 11246, as amended, which is hereby incorporated by reference.

9. Freedom of Access Act (FOAA)

Under Maine's Freedom of Access Act, all records in possession of the Town and related to the transaction of its business are public, unless designated by law as confidential, privileged, or otherwise exempt. Accordingly, any documents you submit may be available to the public.

10. Incurring Cost

All costs incurred in the preparation and submission of an offer will be borne by the bidder.

11. Informalities

The Town reserves the right to waive informalities, irregularities or minor defects in an offer response or variation from the exact requirements of the solicitation provided that the defects or variations do not affect the price, quality, quantity or delivery of the service.

12. Inspections/Examination of Documents

The bidder is responsible for thoroughly inspecting the site of the proposed work, carefully examining the solicitation and for becoming completely familiar with any circumstances under which the work will be performed or equipment, material etc. to be provided. Each bidder shall make his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for any information received from them.

13. Late Bids

It is the responsibility of the bidder to see that their offers have sufficient time to be received by the Town of Hampden before the submittal deadline. Any offer, portion of an offer, or unrequested revision received at the Town Office after the time and date specified, will not be considered.

14. Permits

In connection with any work to be performed, the bidders shall procure all necessary permits and licenses applicable (State, Federal, Local or otherwise) to the performance of work contained in the solicitation.

15. Materials

All material submitted becomes the property of the Town of Hampden and shall become public information.

16. Questions
All questions must be directed in writing to the specified person from the Town of Hampden in the solicitation.
17. Rejection
The Town of Hampden reserves the right to reject any and all offers or to accept a higher cost offer if it is deemed to be in the best interest of the Town of Hampden. The Town also reserves the right to negotiate with the lowest cost responsive Bidder. Rejection of any proposal shall be construed as meaning simply that the Town does not deem the offer to be acceptable or that another offer is deemed to be more advantageous to the Town for the particular services offered.
18. Taxes
The Town of Hampden is exempt from paying sales or use tax by the State of Maine Statute and has been issued a permanent Exemption Certification by the State of Maine.
- Permanent Exemption Certificate Number: **E45923**
Federal Identification Number: **01600019000**
19. Termination
a. Termination for Convenience: The Town may terminate any contract, in whole or in part, whenever the Town determines that such termination is in the best interest of the Town, without showing cause, upon giving written notice to the bidder.

b. Termination for Default: When the bidder has not performed or has unsatisfactorily performed the work, the Town may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the Town. Failure on the part of the bidder to fulfill contractual obligations shall be considered just cause for termination.
20. Withdrawal
No bidder may withdraw his/her offer for a period of sixty (60) days from date of opening. All offers will be subject to acceptance by the Town during that time.

TOWN OF HAMPDEN

Truck 13 Replacement 2017

Town of Hampden

-Invitation to provide a quote/bid on Town Vehicle Replacement-

**Offers shall be in a sealed envelope and clearly labeled:
“Town of Hampden Truck 13 Replacement 2017”**

Bid Due: Tuesday, August 15, 2017 before 11:00 A.M.
106 Western Ave. Hampden, Maine 04444

The Town of Hampden is seeking qualified bidders for the replacement of an existing 2008 Sterling SL8500 plow/dump truck.

The bid/quote shall include trade-in value for two existing plow trucks toward the purchase of a new specified plow/dump truck. The two trucks may be viewed at the Public Works facility at 355 Canaan Road in Hampden, by appointment only. Contact the Public Works Director, Sean Currier to set up a time to view vehicles.

The following specifications detail the requested vehicle replacement. In order to be considered, potential bidders must complete the enclosed bid form and return it to the following address by **11:00AM on Tuesday, August 15, 2017**. In addition to the bid form, provide any equipment information, company information, location, references, etc., the supplier believes would be advantageous for Council decision.

“Town of Hampden Truck #13 Replacement 2017”
Attention: Sean Currier
106 Western Avenue
Hampden, Me. 04444

The Town Council will consider all bids and recommendations by the Public Works Director.

The Council reserves the right to reject any or all bids at their discretion.

BIDDERS NOTES

- 1) For the purpose of these specs:
 - a. OWNER shall refer to the Town of Hampden
 - b. SUPPLIER shall refer to Bidder proposing bid.
- 2) The OWNER reserves the right to accept or reject any or all bids.
- 3) Bid price submitted shall be good through September 1, 2017. All requested equipment must be delivered prior to December 1, 2017.
- 4) The Town reserves the right to reject any and all bids for any or all items in the bid request, to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the interest of the Town. Bidders will be considered for award on the basis of bid price, performance record, customer service, delivery schedule, service location, etc.
- 5) The OWNER reserves the right to change or add specifications and submit change orders in writing to the SUPPLIER. If this occurs, the municipality will negotiate with the Supplier to determine the new costs.
- 6) Pre-inspection. Each Supplier, before submitting an offer, shall become completely familiar with vehicles to be traded toward the replacement vehicle cost. The Municipal Representative will be available to have the existing vehicle(s) inspected. No consideration will be granted for any alleged misunderstanding of the vehicle to be furnished, vehicle(s) to be traded, or for any defects in the final product that are the result of the absence of pre-inspection of a trade vehicle.
- 7) The Town will prepare written responses to all questions received, and will provide responses in Addenda to all prospective bidders that participate in the pre-bid meeting, or who notify the Town Clerk in writing that they wish to be considered a prospective bidder." Questions should be submitted in writing to **Sean Currier** at publicworks@hampdenmaine.gov prior to August 9, 2017 10:00AM.
- 8) The Supplier guarantees that the vehicle provided in this contract and any materials to be furnished by the supplier will be free from defects or flaws when delivered. A full (5) five year warranty shall be provided for all electrical, engine, power train, computer, etc. that are not considered wear and tear items.
- 9) Bids may be submitted as an approved "or equal" basis substituting comparable equipment for the truck. Body, plow and rigging equipment must be submitted as specified.

VEHICLE SPECIFICATIONS

Specifications for one (1) new 2018 Heavy Duty Diesel powered 4x2 class 8 plow truck, 41,000 GVW minimum.

1. ENGINE:

- 1.1. Cummins Diesel L9 300 HP 860 foot pounds torque (or equal)
- 1.2. Engine should be "Clean Idle Certified"
- 1.3. Side of hood air intake with under hood blend air door
- 1.4. Designed for heavy-duty service
- 1.5. Oil Cooler
- 1.6. Magnetic drain plug
- 1.7. Front PTO 1310 adaptor on crankshaft
- 1.8. Extend dipstick and filler tubes for easy access through butterfly hood.
- 1.9. Exhaust brake

2. TRANSMISSION:

- 2.1. 3500 R.D.S. 6-speed Allison transmission for heavy-duty service with oil cooler (or equal)
- 2.2. Push button, electronic shift control and dash mounted oil level check
- 2.3. Torque input rating shall be in excess of maximum available engine torque output
- 2.4. Designed for heavy-duty service
- 2.5 Performance based shift schedule transmission programming for snowplowing

3. FRONT AXLE:

- 3.1. Set back axle rated capacity 18,000 lbs. minimum
- 3.2. Dual steering boxes
- 3.3. Designed for heavy-duty service
- 3.4. Ample tire clearance at maximum turning angle
- 3.5. Oil lubricated front hubs with synthetic gear lube

4. REAR AXLE:

- 4.1. Rated capacity 23,000 lbs. minimum
- 4.2. Rear end, Meritor single speed 6.13 ratio and filled with synthetic gear lube (or equal)
- 4.3. Magnetic drain plug
- 4.4. Driver controlled locking differential
- 4.5. Driveline 1700 series with half round yokes (or equal)

5. FRAME:

- 5.1. Designed for heavy-duty service
- 5.2. Full depth, full length channel frame rails with PSI 120K, R.B.M. 2.5 million, section modulus of 21.0
- 5.3. Heavy-duty gusseted cross members shall be provided to "diamond shaping" under extreme conditions. Local modifications not acceptable.
- 5.4. Clear left hand frame rail 36" back of cab outboard and below

- 5.5. 24" Front frame extension
- 5.6. 63" After frame

6. WHEELBASE:

- 6.1. C.A. Dimensions shall be 108" for the installation of a 5-7 cu. yd. 10' Dump Body with hydraulic tank mounted behind cab
- 6.2 Coordinate with body and equipment company prior to construction of frame.

7. BRAKE SYSTEM:

- 7.1. Full air actuations, SCam type front and rear dust shields
- 7.2. Automatic slack adjusters with stainless steel clevis pin
- 7.3. Trailer towing provision at end of frame for air brake trailer
- 7.4. 18.7 cu. ft. compressor, minimum
- 7.5. Compressor shall be lubricated through engine lube system
- 7.6. Drain cocks with pull cables on each reservoir
- 7.7. Reservoirs shall have ample road and tire chain clearance
- 7.8. Air dryer with spin on cartridge
- 7.9. Automatic low-pressure spring brake, 60 PSI or less
- 7.10. Parking brake, valve parking brake system with warning light

8. SUSPENSION SYSTEM:

- 8.1. Heavy-duty spring suspension designed to support plow and R.H. wing in travel position and under full ballast load, with no appreciable spring sag or deflection either side
- 8.2. Spring shackles and mounting brackets shall be designed for extreme service
- 8.3. Front springs shall have a rated capacity of 18,000 lbs.
- 8.4. Right side front helper spring shall be provided to support plow apparatus weight, and so designed as to provide good riding characteristics when traveling unladed. (Timbren spring is acceptable)
- 8.5. Rear springs shall have a rated capacity of 26,000 lbs. with helper spring minimum combined
- 8.6. Heavy-duty double-acting shock absorbers front axles

9. PERFORMANCE:

- 9.1. Maximum speed in highest forward gear at maximum engine governed RPM shall be approximately 55-60 mph
- 9.2. Gear steps designed to eliminate lugging of the engine

10. WHEELS AND TIRES:

- 10.1. Front tires to be 315/80R22.5 20 ply with 22.5" x 9.00" with heavy duty steel wheels painted white
- 10.2. Rear tires to be 11R22.5 16 ply with 22.5" x 8.25" with heavy duty steel wheels painted white. Rear tires must be deep lug, winter treads
- 10.3. Tires shall be premium grade, first line quality.
- 10.4. Provide spare rear rim and tire

11. CAB AND SHEET METAL:

- 11.1. Heavy-duty closed cab, with safety glass
- 11.2. Conventional hood design, butterfly type; tilt hood design
- 11.3. Driver seat: Cloth, premium high back air suspension with 3 chamber air lumbar, integrated cushion extension, forward and rear cushion tilt, adjustable shock absorber and arm rests.
- 11.4. Passenger: Cloth, premium high back air suspension with 3 chamber air lumbar, integrated cushion extension, forward and rear cushion tilt, adjustable shock absorber and arm rests
- 11.5. Insulated floor mat, premium cab insulation and OEM floor mats for both sides
- 11.6. AM/FM/WB world tuner radio with Blue Tooth and USB port
- 11.7. Gray Interior
- 11.8. Stationary bright grill and bezel
- 11.9. Right and left hand electric window
- 11.10. Air conditioner
- 11.11. Dual windshield wipers with delay settings and electric washers
- 11.12. Air ride cab
- 11.13. If steel cab is bid, must be undercoated inside and outside.
- 11.14. Heated windshield to prevent ice buildup.
- 11.15. Air horn, single
- 11.16. Wrap around dash
- 11.17. Back up alarm
- 11.18. Cab-grab handles right and left
- 11.19. Bright finish west coast style power mirrors, 4- way, heated mirrors with 8" convex mirrors mounted below primary mirrors

12. STEERING SYSTEM:

- 12.1. Designed for heavy-duty service
- 12.2. Tilt and telescopic
- 12.3. Ample gear reduction for off-highway service
- 12.4. Hydraulic power steering
- 12.5. Large capacity hydraulic oil reservoir equipped with filter located for ease of service

13. EXHAUST SYSTEM:

- 13.1. Extra heavy-duty vertical exhaust system
- 13.2. Heavy-duty mounting brackets, elbow, piping, and expansion joints
- 13.3. Aluminum or stainless steel after treatment shield
- 13.4. 6 gal diesel exhaust fluid tank, mounted on left side only

14. COOLING SYSTEM:

- 14.1. Radiator core and shell shall be of heavy design and construction;
- 14.2. Ample capacity for continuous high engine output under extreme operating conditions with sight gauge

- 14.3. Heavy-duty mounting brackets and plumbing
- 14.4. Thermostatic controls
- 14.5. Engine thermostat
- 14.6. Spin-on coolant filter with factory installed shut-off valves

15. ELECTRICAL SYSTEM:

- 15.1. 12 volt alternator system, 160 amps capacity, minimum
- 15.2. Heavy-duty starter
- 15.3. Heavy-duty batteries, with a minimum of 2200 cca
- 15.4. Battery disconnect switch mounted in cab outboard of driver seat
- 15.5. Enclosed battery compartment
- 15.6. 1000 watt block heater
- 15.7. Batteries shall be shielded from road splash
- 15.8. LED cab marker lights
- 15.9. Halogen headlights
- 15.10. Best hot water heater and defroster supplied by manufacturer
- 15.11. Dome light shall have independent switch
- 15.12. Electrical fuel gauge
- 15.13. Factory plow light wiring harness with dash switch and harness to front bumper
- 15.14. Body builder's electrical junction at back of cab with heavier load circuits for added lights for snowplow operations
- 15.15. 12v Power source (cigar-type receptacle)
- 15.16. All plow, body, strobe and chassis lights to be LED. Headlights to be halogen

16. SWITCHES AND GAUGES:

- 16.1. Standard instruments and gauges, illuminated
- 16.2. All switches and gauges shall be clearly identified and labeled. Switches to illuminate when in the "on" position
- 16.3. Tachometer
- 16.4. Air resistor gauges, dash mounted
- 16.5. Hour meter, non-resettable type
- 16.6. Transmission Temperature Gauge
- 16.7. 4 switches mounted in dash with factory labels, dash mounted and wired into electrical system for strobe lights, sander, auxiliary back up and wing light.

17. ACCESSORIES:

- 17.1. Automatic back-up alarm when transmission is in reverse
- 17.2. Truck to be wired for a trailer (7 pin receptacle)

18. FUEL SYSTEM:

- 18.1. Aluminum 60-gal
- 18.2. Tank shall have non-skid steps
- 18.3. Tank shall provide adequate road clearance, and be properly vented

19.FILTERS:

- 19.1. Air filters shall be dry type, self-evacuating,
- 19.2. Air inlet shall be under engine hood; manual by-pass type acceptable
- 19.3. Filter must be located for ease of servicing, external type preferred
- 19.4. Primary and secondary fuel filters
- 19.5. Fuel water separator
- 19.6. All filters furnished must be approved by engine manufacturer

20.COLOR:

- 20.1. Truck shall be Omaha Orange to match present color of Public Works Department equipment (no repaint)

21. Body and Plow Equipment:

- 21.1. Body shall be a 10ft MG 4 Season
- 21.2. 11 ft. American 3911 poly reversible plow
- 21.3. American 11DRA leveling wing
- 21.4. Quadco cable controls
- 21.5. Service must be within 75 miles
- 21.6. Provide pintle hitch receiver mounted to truck frame
- 21.7. Body to have gates in tailgate for pavement. Locking mechanism to be stainless steel

22. Warranty:

- 22.1. Truck must contain a 5-year warranty for engine, transmission, running gear, electrical system, computer, and a full 2-year warranty on body and equipment

BID FORM

Truck Chassis Price \$ _____

Body/Equipment Price \$ _____

Trade in allowance for Truck 13 (-) \$ _____

Trade in allowance for Truck 17 (-) \$ _____

Total Truck Bid Price 2017 \$ _____

Addendum #1 Acknowledgement _____

Addendum #2 Acknowledgement _____

Addendum #3 Acknowledgement _____

Town of Hampden, Maine

Company Name

Company Address

Company Representative

Signed

****The new complete vehicle shall be delivered to (Hampden Public Works) 355 Canaan Road in Hampden, no later than December 1, 2017****

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: August 17, 2017
RE: Financing (potential) purchase of Plow Trucks

Following the Infrastructure Committee's recommendation in favor of vehicle replacement at its July 24 meeting, the DPW Director prepared specifications for the replacement of Plow Truck #13 and #20. These specifications were circulated to vendors and posted to the Town website under Public Notices and Bids. Prior to the deadline this past Tuesday (Aug. 15), several bids were received for each truck, including various specifications, different trade-in rates etc.

Director Currier is carefully reviewing the bids and will offer recommendations for the award of bid for each vehicle. These recommendations are expected to be circulated tomorrow (Aug. 18).

On Monday, the Council will be asked to award contracts for each of the two trucks. If awarded, the purchase of both trucks would be financed over a period estimated to be five years.

If purchase is authorized, the initial payment toward the replacement of Truck #13 would be paid out of the DPW operating budget. (\$32,560 was budgeted for this purpose).

If purchase is authorized, the initial payment toward the replacement of Truck #20 would be paid out of the DPW operating budget. (\$31,680 was appropriated to DPW Equipment Reserve for this purpose; there is also an existing balance in the DPW Equipment Reserve, resulting in available Reserve funds up to \$42,315).

Specific financing terms will not be known on Monday night. If the truck purchases are authorized, I would work with each selected vendor to work out financing terms. Once it takes effect on September 6 (30 days after adoption), the borrowing authorization ordinance approved at the August 7 Council meeting would authorize me to sign multi-year financing commitments.

Alternatively, it may be necessary (or advantageous) to secure financing through a bank loan. Once I know the vendors, and the amounts to be financed, I will pursue the most advantageous financing, with FY18 expenditures based on the amounts included above.

hardware.									
10-60 CALCIUM CHLORIDE	2,900.00	0.00	2,000.00	23.98	1.2%	\$	2,000	\$0	
Snow/ice removal, dust control (gravel roads), fertilizer for ditches									
10-65 STEEL PLOWS	22,500.00	10,376.57	22,500.00	18,076.64	80.3%	\$	22,500	\$0	
Cutting edges - trucks and equipment, bed chains, plow bolts/misc. parts, teeth for digging bucket, plow hydraulic cylinder seal kits, etc.									
10-70 RESURFACING ROADS	75,000.00	39,649.65	300,350.35	57,756.67	19.2%	\$	366,000	\$65,650	Based on 10-year rotation (1.5" overlay); \$60k/mile for 61 miles.
10-85 MEMORIAL DAY	0.00	0.00	700.00	0.00	0.0%	\$	-	(\$700)	Transferred cost to Buildings and Grounds.
Memorial Day flowers, wreaths, flags etc.									
UTILITIES									
15-01 TELEPHONE	4,000.00	7,794.70	7,936.00	6,573.53	82.8%	\$	9,160	\$1,224	
Office phone, office TDS, office OTT, cell phones, GPS in trucks - units and cell service, pager service (quarterly critical alert test).									
MAINTENANCE/REPAIRS									
20-01 EQUIPMENT REPLACEMENT	0.00	0.00	6,200.00	6,200.00	100.0%	\$	103,479	\$97,279	Initial payment to finance replacement plow truck; final year payment on 310SK backhoe; 2nd year financing of 2016 Freightliner 108SD; 2nd year lease of 544K loader.
Based on vehicle replacement plan.									
20-05 EQUIP.MAINT.	62,000.00	75,398.55	75,000.00	63,454.71	84.6%	\$	65,000	(\$10,000)	
Maintenance and repair, all DPW vehicles and equipment									
20-15 COPIER	0.00	0.00	300.00	0.00	0.0%	\$	300	\$0	
Maintenance on DPW copier									
20-26 TIRES	0.00	0.00	12,000.00	9,058.12	75.5%	\$	12,200	\$200	
Tires: Grader, 1-tons (2), 1 1/2 tons (3), plow trucks (5); 4 each: Backhoe, Loader, JD 5101, Trailers (2); tire chains. As needed/as supported by budget.									
20-55 MOWER REPAIRS	0.00	0.00	400.00	0.00	0.0%	\$	2,000	\$1,600	
Misc. flail blades, parts and bolts.									
EQUIPMENT									
25-05 SAFETY	1,600.00	1,732.75	2,950.00	2,517.45	85.3%	\$	2,950	\$0	

Hampden **Approved FY18 Budget - RESERVES**

		Allocations to Reserve Funds			FY18	Notes
		2016	2017	FY18	FY18	
		Budget	Budget	Town Mgr	Town Council	
Dept:	70 RESERVES	As of May 1			June 19, 2017	
55-02-70-99	Munic Bldg (3-702-00)				\$ 14,000	Public safety floor replacement; LED lighting; wall heater in garage; ADA door openers
55-10-70-99	City Bus (3-710-00)				\$ 5,850	Toward purchase of "end of life rehab" Bus (est. FY18)
55-11-70-99	Computer (3-711-00)				\$ 14,100	Plotter replacement; LCD Projectors (2); Public Safety Server; Town Office Server; Laptops (2); Networking equipment; Phone system; Ambulance laptops (2); A/C for network equipment; CCTV Surveillance system; Cruiser laptops (3).
55-17-70-99	DPW Equipment (3-717-00)				\$ 31,680	Est. first of five year payment to replace Plow Truck #20
55-19-70-99	Twn Record Reserve (3-719-00)				\$ 2,940	Town Records archival preservation (partial) (est. FY18)
55-25-70-99	Plan & Comm (3-725-00)				\$ 15,000	Eligible for use to enforce Dangerous Building statute
55-27-70-99	Economic Dev (3-727-00)				\$ 6,730	Town Center decorative banner installation
55-33-70-99	Personnel (3-733-00)				\$ 25,000	Unbudgeted personnel costs (FMLA backup; retirement/separation of service payments; etc.)
55-37-70-99	Ambulance (3-737-00)				\$ 20,000	Toward ambulance purchase (est. FY26)
55-41-70-99	Fire Truck (3-741-00)				\$ 50,000	Toward fire engine purchase (est. FY23)
55-45-70-99	Fire Building (3-745-00)				\$ 2,361	Fire garage door exhaust linkage repair (est. FY18)
55-47-70-99	Fire Camera (3-747-00)				\$ 10,000	Thermal imaging camera (est. FY18)
55-53-70-99	Police Cruiser (3-753-00)				\$ 27,000	Toward police cruiser purchase (est. FY18)
55-61-70-99	Roads/Streets (3-761-00)				\$ 67,000	Toward Sucker Brook culvert (\$50,000); Baker Road (\$12,000); install MDOT flashing ped beacon (\$5000)
55-67-70-99	Rec Area Res (3-767-00)				\$ 10,000	Toward add'l parking for Pool site
55-68-70-99	Playground (3-768-00)				\$ 5,000	Toward VFW basketball/tennis court rehab
55-71-70-99	Pool Facility (3-771-00)				\$ 5,000	Toward Pool interior painting (est. FY18)
55-73-70-99	Marina (3-773-00)				\$ 5,000	Replacement of floating dock (est. FY18)
55-75-70-99	Bldg/Grounds (3-775-00)				\$ 5,280	Pickup truck for cemetery crew to replace #52
55-77-70-99	SW/Garage (3-777-00)				\$ 90,000	Toward salt shed replacement; and contingency for "bridge waste" costs if new facility not open on time
55-78-70-99	Matching Grant (3-780-00)				\$ 40,000	
RESERVES		\$ 330,000	\$ 502,019	\$ 509,756	\$ 451,941	

Current Account Status

Finance 4-e

G 3-717-00 RESERVE ACCT / EQUIPMENT

-13,535.82 = Beg Bal
0.00 = Adjust

2,900.00 = YTD Net
0.00 = YTD Enc

-10,635.82 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0030	1875	07/12/17	01036 EAGLE RENTAL	EXCAVATOR RENTAL	R AP	2,900.00	0.00
Totals-							2,900.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	2,900.00	0.00	0.00	0.00
Totals	2,900.00	0.00	0.00	0.00

G 3-767-00 RESERVE ACCT / REC AREA RES

-69,921.40 = Beg Bal
0.00 = Adjust

2,687.89 = YTD Net
0.00 = YTD Enc

-67,233.51 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
08	0080	1880	08/02/17	00517 U.S. POSTAL	POSTAGE FOR POOL SITE	R	AP	62.23	0.00
08	0102	1882	08/09/17	00539 WOODARD & CU	POOL/MUN BLDG SITE ASSESS	R	AP	2,041.00	0.00
08	0102	1881	08/09/17	00517 U.S. POSTAL	RECREATION FIELD MAILING	R	AP	584.66	0.00
Totals-								2,687.89	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	2,687.89	0.00	0.00	0.00
Totals	2,687.89	0.00	0.00	0.00

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

4-a



Check Request

BY: [Signature]

Date:	<u>8/2/17</u>	Vendor #:	_____
Payee:	<u>U.S. Postal Service</u>		
Address:	_____		
Reason For Check:	<u>neighbor mailings for Pool site public workshops</u>		
Charge Account #:	<u>3-767-00</u>		
Amount: \$	<u>62.23</u>	Person Making Request:	<u>[Signature]</u>
Department Head Initial For Approval:	<u>[Signature] *</u>		

~~127~~ stamps
x .49

62.23

* For Council vote 8/21 along with other printing and postage costs, once those are known.



INVOICE

Invoice #	Invoice Date
107033	08/08/2017
Sales Rep: FIT	
Customer#: 4983	
Page: 1	

1 Printers Drive Hermon, Maine 04401
207.848.7300 Fax: 207.848.7400

RA-COC-005902
 Tax Exempt:TOWN

BILL TO:

SHIP TO:

TOWN OF HAMPDEN
 106 WESTERN AVE
 C/O NORMA BISHOP
 HAMPDEN, ME 04444

TOWN OF HAMPDEN
 106 WESTERN AVE
 C/O NORMA BISHOP
 HAMPDEN, ME 04444
 Attn:

Ref/PO#

Customer's Terms	Customer's Phone	Customer's Fax	Customer Contact	Purchase Order #	Customer Service Rep.
1% 10 NET 30	(207) 862-4586	207	Angus Jennings	Angus Jennings	DAN

Quantity	Description	Tax	Sub-Total
3,600	LETTER - Lura Hoyt Pool Site 60# SPRINGHILL Green 8.5000 x 11.0000 Printed 2/Sides	N	568.50

PREPRESS/GRAPHICS	PREFLIGHT FILES
CUTTING	PRESS TO FINAL (2OUT
FOLDING	FOLD LETTER
PACKAGING DEPT	BOX (2500/BOX)
TABBING	2 TABS SINGLE PASS
OLD JOB TICKET]	Adjustment

Sub-Total	568.50
Tax	
Freight	0.00
Deposit	0.00
Amount Due \$	568.50

Thank You



Amount Due \$



MEMO

To: Angus Jennings, Town Manager & Hampden Town Council
From: Kyle Severance, GIS-IT Specialist
Date: 08-16-2017
Re: Request to use IT Computer Reserve Funds to Replace Town Office Server
 03-711-00

Message:

A portion of the money that has been set aside for years in the IT Reserve has been designated to replace the town office server. The current server is four years old and is budgeted to be replaced every five years. In the last year, the server's performance has deteriorated to the point that it requires restarts and several hours of maintenance each week to keep operational. I'm requesting to replace it one year early. We have been fortunate not to have any hardware failures which would result in significant downtime for the 20 workstations and 15 connected users it supports.

The recommended server is a Dell PowerEdge from HCP Computer and Business Solutions out of Carmel, Maine. They did a great job with the replacement of the public safety server two years ago - reasonable cost, quality service, and proven IT expertise.

\$1800 per year has been reserved in the IT computer reserve fund towards this replacement with anticipated cost being \$9000 at the end of the five years. The last time the town office server was replaced cost over \$12,000 in 2013. The server room looks is a complete disaster because the existing rack is too small to accommodate the amount of equipment to run the building (see picture) and desperately needs the correct size rack and better organization/cable management. There also needs to be an adequate battery backup in the event of power loss (the one in there can only keep up one server, a switch, and a firewall until the generator kick on).



Requested authorization to purchase:

\$8,928.00 for the replacement of the town office server from IT Computer Reserve

\$1,823.00 for a server rack and battery backup from IT Computer Reserve

I would be happy to answer any questions you may have. Thank you for your consideration,
 Kyle Severance

Current Account Status

G 3-711-00 RESERVE ACCT / COMPUTER

-57,363.49 = Beg Bal
0.00 = Adjust

3,636.64 = YTD Net
0.00 = YTD Enc

-53,726.85 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0008		07/03/17		07/03/2017 C/R	R CR	0.00	1.00
07	0011		07/05/17		07/05/2017 C/R	R CR	0.00	2.00
07	0020		07/10/17		07/10/2017 C/R	R CR	0.00	28.00
07	0027		07/11/17		07/11/2017 C/R	R CR	0.00	2.00
07	0030	1876	07/12/17	01073	TRANSCOR INF CRUISER TOUGHBOOK	R AP	3,725.39	0.00
07	0033		07/13/17		07/13/2017 C/R	R CR	0.00	11.75
07	0040		07/17/17		07/17/2017 C/R	R CR	0.00	12.00
07	0049		07/20/17		07/20/2017 C/R	R CR	0.00	1.00
07	0054		07/24/17		07/24/2017 C/R	R CR	0.00	6.50
07	0059		07/25/17		07/25/2017 C/R	R CR	0.00	1.00
07	0062		07/26/17		07/26/2017 C/R	R CR	0.00	2.00
07	0070		07/31/17		07/31/2017 C/R	R CR	0.00	6.75
08	0082		08/03/17		08/03/2017 C/R	R CR	0.00	5.00
08	0104		08/09/17		08/09/2017 C/R	R CR	0.00	0.25
08	0111		08/14/17		08/14/2017 C/R	R CR	0.00	9.00
08	0117		08/15/17		08/15/2017 C/R	R CR	0.00	0.50
Totals-							3,725.39	88.75

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	3,725.39	74.00	0.00	0.00
August	0.00	14.75	0.00	0.00
Totals	3,725.39	88.75	0.00	0.00

MAINE REVENUE SERVICES - 2017 ENHANCED BETE MUNICIPAL TAX RATE CALCULATION FORM

Municipality: Hampden

BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT

1. Total Taxable Valuation of Real Estate	1	602,023,900	
		(should agree with MVR Page 1, line 6)	
2. Total taxable valuation of personal property	2	25,302,600	
		(should agree with MVR Page 1, line 10)	
3. Total Taxable Valuation of real estate and personal property (Line 1 plus line 2)	3	627,326,500	
		(should agree with MVR Page 1, line 11)	
4. (a) Total exempt value for all homestead exemptions granted	4(a)	36,091,800	
		(should agree with MVR Page 1, line 14f)	
(b) Homestead exemption reimbursement value	4(b)	18,045,900	
		(Line 4(a) multiplied by .5)	
5. Total of all BETE exempt valuation	5(a)	8,300,100	
		(should agree with MVR Page 2, line 15c)	
Enhanced Total of all reimbursable BETE Exempt Valuation	5(b)	4,369,444	
6. Total Valuation Base (Line 3 plus line 4(b) plus line 5(b))	6	649,741,844	

ASSESSMENTS

7. County Tax	7	834,723.00	
8. Municipal Appropriation	8	8,421,765.00	
9. TIF Financing Plan Amount	9	321,341.00	
10. Local Educational Appropriation (Local Share/Contribution)	10	6,370,594.47	
(Adjusted to Municipal Fiscal Year)			
11. Total Assessments (Add lines 7 through 10)	11	15,948,423.47	

ALLOWABLE DEDUCTIONS

12. State Municipal Revenue Sharing	12	393,636.00	
13. Other Revenues: (All other revenues that have been formally appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc. Do Not Include any Homestead or BETE Reimbursement)	13	3,671,558.00	
14. Total Deductions (Line 12 plus line 13)	14	4,065,194.00	
15. Net to be raised by local property tax rate (Line 11 minus line 14)	15	11,883,229.47	

16.	11,883,229.47	X	1.05	=	12,477,390.94	Maximum Allowable Tax
17.	11,883,229.47	/	649,741,844	=	0.018289	Minimum Tax Rate
18.	12,477,390.94	/	649,741,844	=	0.019203	Maximum Tax Rate
19.	627,326,500	X	0.018400	=	11,542,807.60	Tax for Commitment
			(Selected Rate)		(Enter on MVR Page 1, line 13)	
20.	11,883,229.47	X	0.05	=	594,161.47	Maximum Overlay
21.	18,045,900	X	0.018400	=	332,044.56	Homestead Reimbursement
			(Selected Rate)		(Enter on line 8, Assessment Warrant)	
22.	4,369,444	X	0.018400	=	80,397.77	BETE Reimbursement
			(Selected Rate)		(Enter on line 9, Assessment Warrant)	
23.	11,955,249.93	-	11,883,229.47	=	72,020.46	Overlay
	(Line 19 plus lines 21 and 22)				(Enter on line 5, Assessment Warrant)	

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Treasurer and Municipal Valuation Return.

**Memorandum**

TO: Town Council
FROM: Paula Scott, Town Clerk
DATE: August 17, 2017
RE: Candidate's Forum

At the suggestion of Councilor McAvoy, Angus and I met with Barbara McDade of the League of Women Voters on June 28th to discuss the possibility of the League organizing and moderating this fall's Candidate's Forum. She was very well versed in the process, having been involved in Candidate's Forums for years and agreed to organize ours, including providing a neutral and well experienced moderator.

In a follow up this week, the three of us reviewed some possible dates and have settled on Thursday, October 12th for the forum. It will be a two-part event, with RSU and Water District candidates beginning at 5:30 p.m., followed by Council candidates at 6:30 p.m. As soon as all nomination papers are returned and certified, I will forward to Barbara the list of candidates to whom the League will send invitations. Each nominee will also receive questions for which they will have an opportunity to answer at the forum. This will once again be recorded for our website, and will be added to the public access channel.

The Town will retain responsibility to get the word out to residents about the forum, and, as part of doing so, invite questions from residents that they'd like to see asked of the candidates. Suggested questions will be provided to the League, who will finalize a slate of questions.

We are pleased that the League of Women Voters has agreed to organize this event and are looking forward to a smoothly facilitated "staff neutral" forum. We will keep you apprised of the process as we move along.