

## FINANCE & ADMINISTRATION COMMITTEE MEETING

Tuesday, September 5th, 2017

6:00 p.m.

Hampden Town Office

1. Meeting Minutes
  - a. August 21st, 2017
2. Review & Sign Warrants
3. Old Business
  - a. Acceptance of Conservation Easement Holder designation for Constitution Avenue – *referral from Planning & Development Committee*
  - b. Proposed Order 2017-05 to amend the Bid Procedure Guidelines – *continued from the August 21<sup>st</sup> meeting*
4. New Business
  - a. Approval of the modifications to the terms of the lease with Hampden Kiwanis Club – *referral from Services Committee*
  - b. Request authorization for the expenditure of an amount up to \$9,000 from the Host Community Benefit fund for the purpose of taking over financial responsibility for operations and maintenance of the Kiwanis Civic Center for Federal FY18 (Oct.1, 2017-Sept. 30, 2018)
  - c. Request authorization for the expenditure of an amount not to exceed \$3,000 from Municipal Building Reserve (3-702-00) for the purpose of installing an automatic ADA compliant door opener at the town office – *requested by Sean Currier, DPW Director*
  - d. Request authorization for the expenditure of an amount not to exceed \$1,000 from Municipal Building Reserve (3-702-00) for

the purpose of paying Hampden Electric to provide electricity to the ADA door openers – *requested by Sean Currier, DPW Director*

- e. Request authorization for the expenditure of an amount not to exceed \$3,300 from Municipal Building Reserve (3-702-00) for the purpose of paying Hampden Electric for the conversion of exterior wall pack lighting to LED – *requested by Sean Currier, DPW Director*
  
- f. Request authorization for the expenditure of an amount not to exceed \$2,225.00 from Fire Building Reserve (3-745-00) for the purpose of paying Penobscot Temperature Controls to repair/replace the automated exhaust system attached to the bay doors – *recommended by Sean Currier, DPW Director*
  
- g. Request authorization for the expenditure of an amount not to exceed \$2,213 from Municipal Building Reserve (3-702-00) for the purpose of paying Penobscot Temperature Controls to install a new propane monitor heater in the municipal garage – *recommended by Sean Currier, DPW Director*

5. Public Comment

6. Committee Member Comments

7. Adjournment

## FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday August 21st, 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  
Assessor Kelly Karter  
DPW Director Sean Currier  
GIS/IT Kyle Severance  
Town Clerk Paula Scott  
Resident*

*Chairman Sirois called the meeting to order at 6:00 p.m.*

#### **1. Meeting Minutes**

- a. **August 7<sup>th</sup>, 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**

- a. **Proposed Order # 2017-05 to amend the Bid Procedure Guidelines** – *Continued from the August 7<sup>th</sup> meeting – Manager Jennings summarized the intent of the proposed revisions. Councilor McAvoy noted a discrepancy between purchasing procedures for items less than \$10,000 between Sec. 3 and Sec. 4. Manager Jennings noted that this appeared to be an error. Councilor McPike asked about procedures to remove vendors from the vendor book. Manager Jennings acknowledged that the language as written refers to adding vendors but not removing them, and this could be clarified. It was recommended to table this item until the next meeting to allow these revisions to be made. The Committee agreed.*
- b. **Council Resolution #2017-04 to authorize a land swap with Maine Ground Developers** – *Continued from the August 7<sup>th</sup> meeting – Manager Jennings summarized the proposed land swap, referring*

*to two map exhibits in the packet to illustrate the affected land. He said this goes back at least to 2001 but became more pressing due to the pending acceptance of Ammo Park sewer as public. Motion by Mayor Ryder seconded by Councilor McAvoy to recommend Council authorization of Resolution 2017-04 to authorize a land swap with Maine Ground Developers. Motion carried 7-0.*

#### **4. New Business**

- a. Town Manager's recommendation for award of the 2017 Tax Anticipation Note** – *Chairman Sirois requested to recuse himself due to a conflict of interest. Mayor Ryder made a motion to allow Councilor Sirois to recuse himself, the motion was seconded, and it passed 6-0. Councilor Sirois recused himself from the matter. Manager Jennings summarized the bank interest rate bids received for the TAN, and recommended the Camden National Bank bid as the most advantageous. Motion by Councilor Marble seconded by Councilor McAvoy to recommend Council acceptance of the bid of 1.19% interest from Camden National Bank for the FY18 Tax Anticipation Note. Motion passed 6-0.*
- 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 – Director Currier summarized his process to solicit quotes for two plow trucks. He summarized the quotes received, described his follow-up with different vendors to ensure that all bids met specifications, and circulated an updated bid sheet reflecting adjustments to ensure "apples to apples" comparison. He recommended acceptance of the Freightliner bid of \$126,143. Motion by Councilor McAvoy seconded by Councilor Marble to recommend Council acceptance of the Freightliner bid. Motion passed 7-0.*
- 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 – Director Currier summarized his process to solicit quotes for two plow trucks. He summarized the quotes received, described his follow-up with different vendors to ensure that all bids met specifications, and circulated an updated bid sheet reflecting adjustments to ensure "apples to apples" comparison. He said an initial bid came in significantly lower but on follow-up it was verified that the bid was for a two-wheel drive truck when the specification called for four-wheel drive. He recommended acceptance of the Freightliner bid of \$128,228. Councilor McAvoy asked who installs the parts and Director Currier said Freightliner provides the body and chassis to H.P. Fairfield who installs the parts.*

*Motion by Councilor Marble seconded by Councilor McAvoy to recommend Council acceptance of the Freightliner bid. Motion passed 7-0.*

- 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 Angus Jennings, Town Manager – Manager Jennings said the request is for the remaining balance in the DPW Vehicle Reserve account, in order to put a down-payment toward Truck #20 with the balance being financed based on the most advantageous terms. Motion by Councilor Marble seconded by Councilor McAvoy to refer to Council a recommended authorization for the expenditure of up to \$42,315 from DPW Vehicle Reserve (3-717-00) for the purpose of purchasing a plow/dump truck for the Department of Public Works. Motion passed 7-0.**
- 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 – Motion by Councilor Marble seconded by Councilor Wilde to refer to Council a recommended 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. Motion passed 7-0.**
- 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 – Mr. Severance described that the current server is 4 years old and, while the expected lifespan is 5 years, there have been increasing problems with this unit which supports 20 work stations and 15 users. He said he also needs a proper size server rack. Councilor Marble asked how this relates to cloud based services and Mr. Severance said that due to security all connections to the server must be hard-wired. Councilor McAvoy asked if there is a problem with temperature in the server room but Mr. Severance said no, an A/C unit was added to the server room about 5 years ago. Councilor McAvoy asked if there was residual value to the current server and Mr. Severance said not much but that he would reclaim any parts with continuing value. Motion by Councilor McPike seconded by Councilor Wilde to recommend Council authorization of \$8,928 from the IT Reserve for the purchase of a replacement server for the town office. Motion passed 7-0.**

- 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 – Motion by Councilor McPike seconded by Councilor Wilde to recommend Council authorization of \$1,823 from the IT Reserve for the purchase of a server rack and battery backup for the town office server. Motion passed 7-0.**
- h. Review of mil rate calculation form and setting the mil rate for 2017/2018 – recommended by Kelly Karter, Tax Assessor – Manager Jennings summarized the estimated impacts of the recommended 18.4 mil rate, an increase from the prior year’s 18.2 rate. Due to changes in the Homestead Exemption, homes taking advantage of the Homestead Exemption would still see their bottom line taxes lowered if their home is valued less than about \$450,000. Houses that do not take advantage of Homestead would see property tax bills increase by \$10 for every \$50,000 in assessed value. Assessor Karter presented her methodology regarding establishing assessed valuations and calculating the mil rate. There were Councilor questions about the minimum/maximum mil rates on the form, the amount and purpose of overlay, and the financial impact of existing TIF agreements. There was a motion by Councilor McAvoy seconded by Councilor Marble to recommend Council commitment of the 18.4 mil rate. Motion passed 7-0.**
- i. Update on the role of the League of Women Voters for the Candidate Forum – Manager Jennings summarized the Town Clerk’s memo in the meeting packet. Councilor Marble said he thinks this is a good step to take.**

**5. Public Comment – None.**

**6. Committee Member Comments – Councilor McAvoy noted that tomorrow night’s public workshop on the pool site was not on the website calendar. Manager Jennings said this was an oversight and that it would be added.**

**7. Adjournment**

*There being no further business, the meeting was adjourned at 6:45 PM.*

Respectfully submitted –  
Angus Jennings, Town Manager

Finance 3-a



Town of Hampden  
Land & Building Services

## Memorandum

To: Town Council  
From: Karen M. Cullen, AICP, Town Planner *KMC*  
Date: August 2, 2017  
RE: Colonial Heights Phase 3 Conservation Easement

This item was before the Planning & Development Committee at the June 21 and July 19 meetings. The Committee voted 5/1 to recommend acceptance of the conservation easement by Town Council as submitted.

Staff review of the proposed easement indicates the amount of Town resources to fulfill the obligations under the easement should be minimal. It should be noted that the Grantor (Cushing Family Corp) has the primary responsibility for the enforcement of the easement, the Grantee (Town) has secondary responsibility, and the DEP has third party responsibility – meaning if both the Cushing Family Corp and the Town fail to enforce the terms of the easement, DEP can step in to enforce it.

**CONSERVATION EASEMENT**

**RECITALS**

BY THIS INDENTURE, made this \_\_\_\_\_, day of \_\_\_\_\_ 2017, by **The Cushing Family Corp** (hereinafter referred to as the "Grantor" which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with address of PO Box 211, Hampden, Maine, is the owner in fee simple of certain real property located in the Town of Hampden, County of Penobscot, (hereinafter "Property") more particularly bounded and described in deed recorded in the Penobscot County Registry of Deeds in Book 11966, Page 60.

and;

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

*[See Attachment A]*

(hereinafter "Easement Area"); and

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

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

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

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

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

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

1. **PURPOSE**

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

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

2. **USE LIMITATIONS**

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

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

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

3. EXCEPTIONS

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

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality. Materials may be left on site if utilized for habitat management.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety, aesthetic quality, fire control, wildlife habitat and to manage & remove invasive species.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Grantee and MDEP.
- e. Maintain, repair and replace the snowmobile trail and structures.

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

4. RESERVED RIGHTS

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

5. COMPLIANCE INSPECTION

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

6. MARKING OF PROPERTY

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

7. PROPERTY TRANSFERS

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

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

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

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has

among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

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

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

10. BREACH OF EASEMENT

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

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

11. SEVERABILITY

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

12. MERGER

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

13. CONDEMNATION

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

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

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

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

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

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

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

WITNESS:

THE CUSHING FAMILY CORP

\_\_\_\_\_

By: \_\_\_\_\_  
Andre E. Cushing III  
Its President  
Hereunto Duly Authorized

STATE OF MAINE  
PENOBSCOT, ss.  
, 2013

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

Before me,

\_\_\_\_\_  
Name:  
Notary Public/Attorney-at-Law

The above and foregoing Conservation Easement was authorized to be accepted by the (Receiving Party), Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through \_\_\_\_\_, its \_\_\_\_\_, hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2017,

(Receiving Party)

By: \_\_\_\_\_  
(Name)  
Its (title)  
Hereunto Duly Authorized

STATE OF MAINE  
PENOBSCOT, ss.  
, 2013

Then personally appeared the above-named (Name) and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said (Receiving Party).

Before me,

\_\_\_\_\_  
Name:  
Notary Public/Attorney-at-Law

**THIRD PARTY ENFORCER ACCEPTANCE**

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

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Its: Director, Bureau of Land Resources

# **EXHIBIT A**

## **LEGAL DESCRIPTION**

### **CONSERVATION EASEMENT PARCEL**

### **COLONIAL HEIGHTS SUBDIVISION, PHASE 3**

### **HAMPDEN, MAINE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Volume 6291, Page 13  
Tax Map 08-0-41F



CONSERVATION LAND PLAN  
 COLONIAL HEIGHTS: PHASE 3  
 CONSTITUTION AVE; HAMPDEN, MAINE  
 FOR:  
 CUSHING FAMILY CORP  
 PO BOX 211; HAMPDEN, ME 04444



12 JUN 17



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

25 APR 17

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 2017-0405**

**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. 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, or designee, 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, or designee, 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

## DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

accepted, the Town Manager, or designee, 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.

4.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, 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

## DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING

~~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.~~

### 4. 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~~ 3(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 #~~3(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.

2-b. Town Manager Authorization. The Town Manager may waive the requirements for formal bid solicitation as provided in the above Article #~~3(c)~~, and may instead follow the procedures in Article #~~3(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.

5. 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

**DRAFT ORDER ESTABLISHING BID PROCEDURES FOR PUBLIC PURCHASING**

cooperative entity or at terms more advantageous than the Town would be likely to obtain by competitive bidding.

6. 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.

~~3-7.~~ 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**

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## LEASE AGREEMENT

AGREEMENT OF LEASE made this \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, 2017, by and between the INHABITANTS OF THE TOWN OF HAMPDEN, a municipal corporation situated in Penobscot County and State of Maine (hereinafter Lessor), and the KIWANIS CLUB OF HAMPDEN, a corporation without capital stock located in Hampden, County of Penobscot and State of Maine (hereinafter Lessee).

## RECITALS

1. Lessor is the sole owner of the premises described as Parcel Two in the deed of School Administrative District #22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in the Penobscot Registry of Deeds, Volume 2183, page 31 (the demised premises), and desires to lease the premises to a suitable lessee.
2. Lessee desires to lease the subject premises for the purposes to which its charter is dedicated, being all non-profit purposes.
3. The parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the demised premises.

Therefore, in consideration of the mutual covenants wcontained herein, the parties agree as follows:

SECTION ONE  
SUBJECT AND PURPOSE

Lessor leases the land and buildings situated in Hampden, Maine as described hereinabove, to Lessee for the purposes to which its charter is dedicated, to wit: activities of a civic, social, educational, and otherwise non-profit nature. This lease modifies and replaces the prior Lease Agreement, executed on November 17, 2014 and terminated effective October 1, 2017.

SECTION TWO  
TERM AND RENT

Lessor demises the subject premises to Lessee for a term of ~~ten-one (10)~~ years, commencing October 1, 2017 and terminating ~~ten-one (10)~~ years thereafter, to wit October 1, 2018, at the annual rental rate of One Dollar (\$1.00). Rental payments shall be due and payable on the first day of June of each year. Lessee shall have the option to renew this lease for ~~one~~ additional ~~ten-one~~ year term, subject to Lessor approval and budgeting for operating costs, unless Lessor provides Lessee with a written notice at least 60 days prior to the original termination date that the Lease may not be renewed.

SECTION THREE  
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the demised premises shall be demolished or removed by Lessee without the prior consent of Lessor, Lessee may, at its own expense, make any alterations, additions, or improvements in and to the demised premises. All alterations, additions and improvements shall be performed in a workmanlike manner, and shall be in compliance with all applicable laws, regulations, rules or ordinances.

All alterations, additions and improvements on or in the demised premises at the commencement of the lease term, and that may be erected or installed during the term shall, except as otherwise provided herein, become part of the demised premises and the property of Lessor.

SECTION FOUR  
REPAIRS

Lessee shall, at all times during the lease ~~and at its own cost and expense,~~ promptly notify Lessor of any repair, replacement, and maintenance ~~in good condition~~ the demised premises may require in order to maintain the demised premises in good condition. Lessor shall undertake such repair, replacement and maintenance at its own cost and expense at such time as the resources to do so become available. ~~Lessee and~~ shall, at all times during the lease, use reasonable precaution to prevent waste, damage or injury to the demised premises.

SECTION FIVE  
UTILITIES AND TAXES

~~All~~ The Lessor shall make all applications and connections for necessary utilities on the demised premises, which shall be made in the name of the ~~Lessee only~~ Lessor. ~~and The Lessee-Lessor~~ shall be solely liable for all utility charges, including but not limited to gas, electricity, telephone services, water, sewer, heating costs and the costs of snow removal.

SECTION SIX  
PERMITS

It shall be the sole responsibility of the Lessee to obtain all necessary Federal, State and Municipal permits such as may be necessary to the occupancy and use of the demised premises by the Lessee.

~~SECTION SEVEN~~  
LEASEHOLD AS SECURITY

~~Lessee agrees to permit Lessee to pledge the leasehold and/or any fixtures owned by Lessee as security for any loan(s) made by lending institutions, provided, however, that the loan shall be repaid by the end of the lease term and the said loan(s) shall be used solely for the purpose of making leasehold improvements.~~

#### SECTION ~~EIGHT~~SEVEN DEFAULT

In the event Lessee shall fail to make rental payments on the due dates specified herein, or shall otherwise fail to comply with the obligations of Lessee under this Agreement at any time during the term of this Agreement, and shall continue to fail to make said rental payments or correct said failure to comply with this Agreement for a period of ten (10) days after receiving notice from Lessor of said default or breach, Lessor may at its option terminate the Lease Agreement by giving Lessee thirty (30) days written notice of said termination.

#### SECTION ~~NINE~~EIGHT INDEMINIFICATION

During the original term or renewal term of this Lease, Lessor shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the demised premises arising from any cause whatsoever. Lessee shall not hold Lessor in any way responsible or liable therefor, and hereby releases and remises Lessor therefrom. Lessee shall defend, indemnify, and hold Lessor harmless from and against (i) any and all claims, liabilities, penalties, damages, expenses, and judgments arising from injury to persons or property of any nature in or upon the demised premises and (ii) any and all of the foregoing arising from Lessee's occupation of, and its conduct of activities upon, the demised premises.

#### SECTION ~~TEN~~NINE INSURANCE

- (A) Lessee agrees to provide insurance coverage at its own cost for all personal property, building contents, and Lessee-owned fixtures.
- (B) Lessee shall, at its sole cost and expense, and for the benefit of the Lessor, carry and maintain comprehensive public liability insurance, including property damage, insuring Lessor and Lessee against liability for injury or damage to persons or property occurring in or about the demised premises arising out of the ownership, maintenance, use or occupancy thereof. The liability under such circumstances shall not be less than: (i) \$1,000,000.00 for any one person injured or killed, (ii) \$1,000,000.00 for any one accident, and (iii) \$100,000 for personal property damage per accident. Such insurance shall be in a form, and maintained with carriers, satisfactory to Lessor, and shall contain an agreement by the insurer that the policy shall not be

cancelled without at least ten (10) days prior written notice to Lessor and Lessee. Lessee shall annually deliver to Lessor a certificate of insurance evidencing the required coverage. If Lessee fails to provide the insurance, and in addition to the remedies for default under Section ~~Eight~~Seven, Lessor shall have the immediate right to (i) obtain the aforesaid insurance coverage, (ii) pay the premium therefor, and (iii) collect the amounts paid for the premium from the Lessee. Lessee shall pay said amounts within 20 days of Lessor mailing an invoice therefor to Lessee.

(C) Lessor agrees to provide casualty insurance for the land, building structure and Lessor-owned fixtures.

SECTION ~~ELEVENTEN~~  
RIGHT TO SUBLET

Lessee agrees not to sublet or assign this lease or any portion of the leasehold; ~~other than to a financial institution for purposes of an improvement loan mortgage (Section Seven)~~ without the prior express written consent of a duly authorized agent of Lessor. ~~Said improvement loan mortgage(s), however, shall be subordinate to the interest of the Lessor in the demised premises.~~

SECTION ~~TWELVE~~ELEVEN  
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee faithfully abides by the terms and conditions of this lease agreement.

SECTION ~~THIRTEEN~~TWELVE  
NOTICE

All notices shall be given in writing, and may be made by first class mail sent to the party and addresses as follows:

LESSOR:

Inhabitants of the Town of Hampden  
c/o Town Manager  
Hampden Town Office  
106 Western Avenue  
Hampden, ME 04444

Or at such other place as Lessor may designate in writing

LESSEE:

Hampden Kiwanis  
55 Main Road North  
P.O. Box 498

Or at such other place as Lessee may designate in writing

In Witness Whereof, the parties have caused this instrument to be duly executed on their behalf under seal this \_\_\_\_ day of \_\_\_\_\_, ~~2014~~2017.

Inhabitants of the Town of Hampden

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
~~Susan M. Lessard~~Angus G. Jennings  
Its Town Manager duly authorized  
Lessor

Kiwanis Club of Hampden

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its President duly authorized  
Lessee

MEMORANDUM OF LEASE

Lessor: Inhabitants of the Town of Hampden  
c/o Town Manager  
Hampden Town Office  
106 Western Avenue  
Hampden, ME 04444

Lessee: Kiwanis Club of Hampden  
55 Main Road North  
P.O. Box 498  
Hampden, ME 04444

Date of Lease: October 1, 2017

Term of Lease: One (1) year, expiring October 1, 2018 (except as renewed)

Option of Renew: ~~Ten~~One year renewal option available at the sole discretion of Lessor.

Property Description: The premises situated in the Town of Hampden, County of Penobscot and State of Maine and more particularly described as Parcel Two in the deed of School Administrative District No. 22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in Penobscot Registry of Deeds, Volume 2183, Page 31.

INHABITANTS OF THE TOWN OF HAMPDEN

Dated:

By Susan M. Lessard Angus G. Jennings  
Its Town Manager

Dated:

KIWANIS CLUB OF HAMPDEN

By \_\_\_\_\_  
Printed name: \_\_\_\_\_

Its President

STATE OF MAINE

Penobscot, ss. \_\_\_\_\_,

Personally appeared before me the above named \_\_\_\_\_,  
Town Manager of the Town of Hampden and acknowledged the foregoing instrument to  
be his/her free act and deed in said capacity and the free act and deed of said Municipal  
Corporation, and a true and accurate memorandum of the lease agreement described  
hereinabove.

Before me, \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

Personally appeared before me the above named \_\_\_\_\_,  
President of Kiwanis Club of Hampden and acknowledge the foregoing instrument to be  
his/her free act and deed in said capacity and the free act and deed of said  
organization, and a true and accurate memorandum of the lease agreement described  
hereinabove.

Before me, \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public

**G 1-351-00 GENERAL FUND / HCB Revenue**

-503,522.60 = Beg Bal  
0.00 = Adjust

675.00 = YTD Net  
0.00 = YTD Enc

-502,847.60 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
08	0108	502761	08/16/17	00000 HAMPDEN CHIL	TO REIMBURSE INSURANCE	R	AP	675.00	0.00
<b>Totals-</b>								<b>675.00</b>	<b>0.00</b>

**Monthly Summary**

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	675.00	0.00	0.00	0.00
<b>Totals</b>	<b>675.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



**TOWN OF HAMPDEN**  
**DEPARTMENT OF PUBLIC WORKS**

106 WESTERN AVE.  
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

August 24, 2017

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

The Public Works Department is requesting approval to use Municipal Building Reserve funds in the amount up to the amount of \$3,000.00 to hire PDQ Door to install an automatic ADA door opener to the Town Office lobby for one side of the doors. The reserve account being requested is 03-702-00. We are also requesting up to funds not to exceed \$1000.00 for Hampden Electric to provide electricity to the ADA door openers from the same reserve account.

The second request is in the amount of up to \$3,300.00 for Hampden Electric to install budgeted LED wall packs to the exterior of the building. This would complete the replacement of the attached building wall packs to LED. The funding account being requested for this item is also 03-702-00.

The third request is in the amount of up to \$2,225.00 for Penobscot Temperature Controls to repair/replace the automated exhaust system attached to the bay doors in the Fire Department building. This has been budgeted for and requested from the Fire Building Reserve 03-745-00.

The last request is for up to \$2,213.00 for Penobscot Temperature Controls to install a new propane monitor heater in the Municipal storage garage behind the Fire Department. This has been budgeted and is being requested from the Municipal Building Reserve fund 03-702-00.

Thank you for your consideration.

Sean Currier

Finance 4-c  
4-d  
4-e  
4-f  
4-g

**Current Account Status**

**G 3-702-00 RESERVE ACCT / MUNIC BLD**

-24,762.89 = Beg Bal                      0.00 = YTD Net                      -24,762.89 = Balance  
 0.00 = Adjust                              0.00 = YTD Enc

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

**Monthly Summary**

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Current Account Status**

**G 3-745-00 RESERVE ACCT / FIRE BUILDIN**

-1,639.70 = Beg Bal  
0.00 = Adjust

-2,361.00 = YTD Net  
0.00 = YTD Enc

-4,000.70 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
08	0174		08/31/17		08/31/2017 C/R	R	CR	0.00	2,361.00
<b>Totals-</b>								<b>0.00</b>	<b>2,361.00</b>

**Monthly Summary**

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	0.00	2,361.00	0.00	0.00
<b>Totals</b>	<b>0.00</b>	<b>2,361.00</b>	<b>0.00</b>	<b>0.00</b>