

Town of Hampden
SERVICES COMMITTEE MEETING

Monday, August 12, 2019

6:00 P.M.

HAMPDEN TOWN OFFICE

AGENDA

1. Call to Order
2. Approval of Minutes - None
3. Committee Applications & Citizen Initiatives
 - a. Sharon Kobritz – application for the Edythe Dyer Library Board of Trustees
4. Unfinished Business
 - a. Kiwanis Civic Center
 - i. Building Condition
 - ii. Building Management
 - iii. Lease
 - b. Western Avenue Municipal Properties Stormwater Permit Issued, Next Steps Discussion – *standing item*
 - i. Funding
 - ii. Final engineering
 - iii. Stormwater mitigation
 - iiii. Parking lot and right turn lane
 - c. Town Center Project – Services Committee or Planning & Development - *requested by Councilor Marble*
5. New Business
 - a. Marina dredging – Discussion item
 - b. Land exchange with the City of Bangor for relocation of their “snow dump”- Discussion item
 - c. Post Office lease – Discussion item
6. Staff Updates
7. Public Comments
8. Committee Member Comments
9. Adjourn

**Memorandum**

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: August 7, 2019
RE: Appointment of Sharon Kobritz

Sharon Kobritz has been in contact with me for several months while she waited for her apartment in Avalon to be available and the nature of the correspondence was her desire to become involved in her new community. One such board she has been interested in is the Dyer Library Board of Trustees. When Sharon's move was finalized, she not only went to the Library to meet Debbie Lozito, she also came into the office to meet me and I found that she has an enthusiasm for service. Sharon was notified of tonight's meeting and was scheduled to be in attendance, however, a last-minute family obligation conflicted with the date and time. She sends her apologies and confirmation that she still wishes to serve.

Sharon J. Kobritz

Avalon Village -The Manor House

2 Foxglove Drive

Hampden, ME 04444 (as of May 15)

SJK4Cats@gmail.com

April 28, 2019

Ms. Paula A. Scott, CCM

Assistant Town Manager/Town Clerk/Registrar

Town of Hampden

106 Western Avenue

Hampden, ME 04444

Dear Paula:

Enclosed is my application for consideration as appointee to The Edythe Dyer Community Library and the Historic Preservation Committee. Both situations are very exciting to me, and I look forward to becoming involved with Hampden activities.

My many years' experience in both the profit and non-profit sectors will add depth to continuing to allow Hampden to remain a unique Maine town.

I look forward to working with you and everyone involved in keeping Hampden beautiful and vital.

Sincerely,
Sharon J. Kobritz



Check One: Initial Application
 Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Kobritz Sharon J.
LAST FIRST MI
ADDRESS: Avalon Village, Foxglove Dr., Suite 2, Hampden, ME 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 862-0027 _____
HOME WORK

EMAIL: SK4Cats@gmail.com

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Board of Directors, Edythe Dyer Library

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? Served on various committees at Boston Public Library; fund-raising / PE / Marketing background; special events creation and implementation; avid reader; respect for books/libraries/tradition

Are there any issues you feel this board or committee should address, or should continue to address? Too soon for specifics; but on-going exposures to community and beyond in various ways.

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA E. HOIT MEMORIAL POOL
HARBOR COMMITTEE

EDYTHE L. DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY		Date Application Received: <u>7/15/19</u>
COUNCIL COMMITTEE ACTION: <u>Services</u>		DATE: <u>8/12/19</u>
COUNCIL ACTION: _____		DATE: _____
<input checked="" type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT	DATE APPOINTMENT EXPIRES: _____



Memorandum

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: July 1, 2019
RE: Kiwanis Building

In a recent visit to the Kiwanis Building to determine the size of the oil tank, Director Currier noticed that the basement appears to have a mold issue. Given the recent experience we have had with mold in the municipal office, this is concerning, especially with regard to the potential exposure to users of the building. The first discussion regarding the Kiwanis building should be to determine if there is in fact mold there, and then determine how or if we are going to remediate it. The second discussion needs to be the heating of the building. If the Town is going to continue to heat it, we should realistically decide to make it weatherproof so that we will get the most for our money.

The next part of this discussion is moot if the first part is unfavorable in the end, but in the event that there is no danger of mold contamination, and if Council endorses the weatherproofing of the building, then the focus needs to be two-part: Who will be responsible for the building management, and who will be the lessee?

The former lease expired October 1st, 2018. In it, the Kiwanis was the certificate holder and not the Town. I was contacted by our insurance company's Senior Underwriter Susan Caston prior to the expiration of that lease who stated that not only was the language of the lease outdated, but that they had never received certificate showing the Town as additional insured. She suggested that the Town reach out to her to help develop a better lease. Not only did that never happen, but the lease in its *original* form was never renewed. This is problematic with our insurance company and will continue to be as long as there are groups operating out of there that are not affiliated with the Town.



Paula Scott <clerk@hampdenmaine.gov>

Kiwanis Building

1 message

Sherry Murray <sherry@hampdenmaine.gov>
To: Paula Scott <clerk@hampdenmaine.gov>

Tue, Jul 30, 2019 at 8:34 AM

Paula

The (un)audited expense amount for the Kiwanis building is \$10,705.27, that amount does not include insurance. This year the Council voted to appropriate \$10,000 for the Kiwanis building expenses.

Hope this helps! Let me know if you need additional information.

--

Sherry Murray

Deputy Treasurer
Town of Hampden
207-862-3034

LEASE AGREEMENT

AGREEMENT OF LEASE made this 12th of September, 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 contained 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 one (1) year, commencing October 1, 2017 and terminating one (1) year 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 additional 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, promptly notify Lessor of any repair, replacement, and maintenance 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 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

The Lessor shall make all applications and connections for necessary utilities on the demised premises, which shall be made in the name of the Lessor. The 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 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 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 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 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 TEN
RIGHT TO SUBLET

Lessee agrees not to sublet or assign this lease or any portion of the leasehold without the prior express written consent of a duly authorized agent of Lessor.

SECTION 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 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 12th day of September, 2017.

Inhabitants of the Town of Hampden

Paula A Scott
Witness

By: Angus G. Jennings
Angus G. Jennings
Its Town Manager duly authorized

Lessor

Kiwanis Club of Hampden

Paula A Scott
Witness

By: Curtis Slininger
Curtis Slininger
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

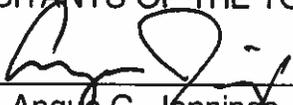
Term of Lease: One (1) year, expiring October 1, 2018 (except as renewed)

Option of Renew: 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

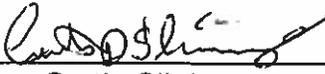
Dated: September 12, 2017

By 

Angus G. Jennings
Its Town Manager

Dated: September 12, 2017

KIWANIS CLUB OF HAMPDEN

By 

Curtis Slininger
Its President

STATE OF MAINE

Penobscot, ss.

September 12, 2017

Personally appeared before me the above named Angus G. Jennings, 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, Paula A Scott
Printed Name: Paula A Scott
Notary Public
Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021

Personally appeared before me the above named Curtis Slinger, 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, Paula A Scott
Printed Name: Paula A Scott
Notary Public
Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021



Memorandum

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: July 1, 2019
RE: Western Avenue Stormwater & Parking Project

As you are all aware, the Site Location of Development Act permit for the Western Avenue Stormwater & Parking Project was approved by the Department of Environmental Protection on June 3rd of this year. Important to remember is that this approval was not just to do something on the site now or in the future, but to gain approval for all the improvements done retro to 1975 for which no permitting was ever obtained. Moving forward, however, the three areas encompassed within the permit are for stormwater mitigation, increased parking to alleviate parking along Western Avenue during recreational events, and to add a right turn lane at the exit.

Your agenda delineates four sub topics which to consider. The first, funding, is paramount to the remainder. At this time, we have utilized, \$79,911.76 of the original \$80,000 set aside in 2016. In FY18, \$10,000 was put in reserve, nothing in FY19, and in FY20, \$50,000 was put in reserve specifically earmarked for this project. In a nutshell, we have \$60,000 available to us at this time.

Up for consideration is how to proceed, and at what level, keeping in mind that we are obligated to begin within the year from the permit date. We are also obligated, by Council Resolution, to fund this project and which our permitting in large part hinged upon.

Typically, this is the stage when we would be securing final engineering to prepare a project manual for the RFP process, including technical specifications, pre-bid meetings, bid review, and contract preparation and/or review. Since we are not poised to begin the project with the intent on finishing it as one project, we need to determine our phasing. Each phase will need its own manner of 'final' engineering as each phase would be treated as a separate project with all of the above-mentioned items prepared or handled by an engineer. Not only will the phases themselves need to be put through the RFP process; but the engineering possibly may also be, depending on whether we want to continue to work with the engineer whom was contracted for the permitting process, (to be paid on a fee for services basis), or if we want to bid those services out each time.

Is the intent to mitigate the stormwater as a priority? Or is the intent to ameliorate parking and traffic concerns for the sake of safety? As a committee, and ultimately Council, your task is to decide on policy intent so that staff has direction on how best to proceed.

Ivan P. McPike (Mayor, A/L)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Terry McAvoy (3)
David I. Ryder (4)
Eric Jarvi (A/L)
Shelby Wright (A/L)

Resolution 2019- 18
Adoption: February 19th, 2019

**RESOLUTION REGARDING FUNDING FOR THE WESTERN AVENUE MUNICIPAL
PARKING PROJECT**

RESOLVED, that the Town of Hampden has the intent and the capability to fund the Western Avenue Municipal Parking Project either through Town generated funds or borrowed funds in the form of notes or bonds;

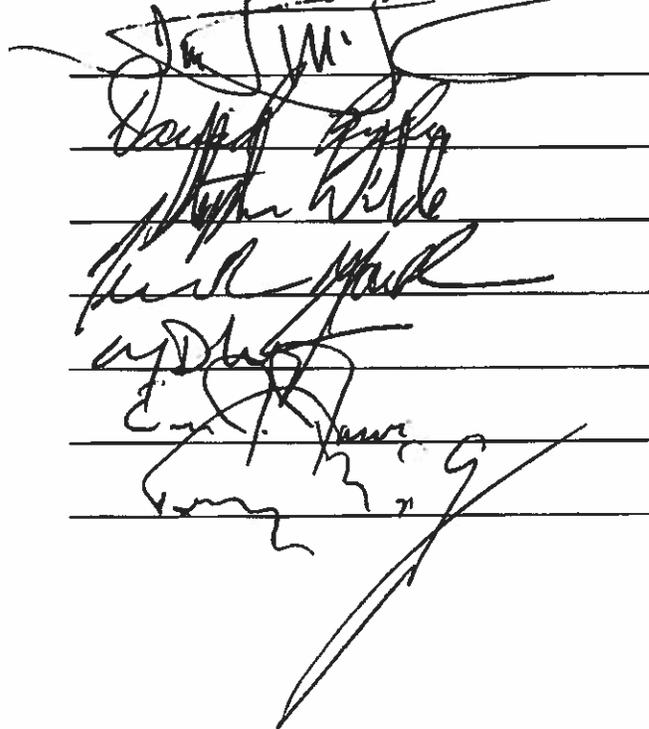
IT IS FURTHER RESOLVED, that the Hampden Town Council will, by a vote of a majority of the municipal officers, grant approval of funds for the bidding and completion of the project as permitted, within the allowable time determined by the Maine Department of Environmental Protection Site Location of Development Act permit.

This resolution is adopted on February 19th, 2019.

Town Clerk:


Paula Scott

ORDERED by a majority of the Town Council:



4. NOISE:

The applicant states that the Municipal building contains an emergency generator. At twenty feet, the noise generated is 75 dBA. The applicant extrapolated to the nearest protected location and stated the anticipated noise level will be below the Department noise standards of 60 dBA from 7:00 am to 7:00 pm, and 50 dBA from 7:00 pm to 7:00 am.

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

Approximately 75-feet of existing vegetation will be maintained as a visual buffer between residential properties and the project on the north side.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site. No fisheries concerns were identified.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites either on or near the development site.

8. UNUSUAL NATURAL AREAS:

The Maine Natural Areas Program (NAP) reviewed the proposed project and stated that there is a rare wetland forest community mapped just upstream of the parcel along the Soudabscok Stream, and several rare freshwater tidal marsh plants mapped downstream at the Soudabscok Estuary and at Reed Brook Estuary along the Penobscot River. NAP

recommends construction restrictions within 250 feet of Soudabscook Stream. The applicant states no disturbance is proposed within 250 feet of the Stream

The Department finds that the proposed development will not have an adverse effect on unusual natural areas either on or near the development site.

9. BUFFER STRIPS:

As discussed in Finding 5 above, and Finding 11 below, the applicant proposes both stormwater and visual buffers.

The Department finds that the applicant has made adequate provision for buffer strips.

10. SOILS:

The applicant submitted a soil survey map and report based on the soils found at the project site. This report was prepared by a certified soils scientist and reviewed by staff from the Division of Environmental Assessment (DEA) of the Bureau of Water Quality (BWQ).

The Department finds that, based on this report, and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

11. STORMWATER MANAGEMENT:

The proposed project includes approximately 14.66 acres of developed area of which 4.65 acres is impervious area. It lies within the watershed of the Soudabscook Stream. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. ch. 500, effective August 12, 2015). The proposed stormwater management system consists of four underdrained soil filters, a buffer, a drip edge filter, and a focal point system.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) **Inspection and Maintenance:** The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. This plan was reviewed by BLR. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system.

(3) **Housekeeping:** The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

The forested, limited disturbance stormwater buffer will be protected from alteration through the execution of a deed restriction. The applicant proposes to use the deed restriction language contained in Appendix G of Chapter 500 and submitted a draft deed restriction that meets Department standards.

Prior to the start of construction, the location of forested buffer must be permanently marked on the ground. The applicant shall execute and record the required deed restriction within 60 days of the date of this Order. The applicant shall submit a copy of the recorded deed restriction to the BLR within 60 days of its recording.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500(4)(C) and recommended the applicant retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans must be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant must submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet

the General Standards contained in Chapter 500(4)(C) provided the above requirements are met.

C. Flooding Standard:

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving water will not be increased as a result of stormwater runoff from the development site.

BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500(4)(F).

Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500(4)(F) for peak flow from the project site, and channel limits and runoff areas.

The Department further finds that the proposed project will meet the Chapter 500 standards for easements.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 426,391 gallons of water per year. Water will be supplied by the Hampden Water District. The applicant submitted a letter from the District, dated December 11, 2018, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 426,391 gallons of wastewater per year to the Town of Hampden's collection system and then to the City of Bangor Wastewater Treatment facility. The applicant submitted a letter from the City of Bangor stating that it will accept these flows, provided the pool discharge is completed in dry weather, and tests indicate there is no chlorine present in the discharge. This project was reviewed by the Division of Water Quality Management (DWQM) of the BWQ, which commented that the additional flows are not expected to exacerbate current capacity/treatment issues for the City of Bangor.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 6,950 cubic feet of general solid waste per year. All general solid wastes from the proposed project will be disposed of at the Hampden Transfer Station, which is currently in substantial compliance with the Maine Solid Waste Management Rules.

Wood waste from the project will be chipped and used as erosion control, in compliance with the Maine Solid Waste Management Rules.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project is not located within the 100-year flood plain of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. AIR QUALITY:

The Department finds that no significant source of air emissions has been identified.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 481–489-E:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.

- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that the applicant meets the requirements of Finding 11B.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES all post-1975 improvements and the application of the TOWN OF HAMPDEN to expand parking and access ways as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant shall execute and record the required deed restriction within 60 days of the date of this Order. The applicant shall submit a copy of the recorded deed restriction to the BLR within 60 days of its recording.

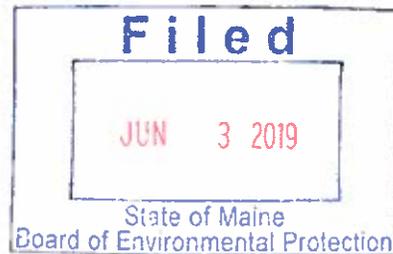
- 5. The applicant shall retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans shall be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 3rd DAY OF June, 2019.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: Melanie [Signature]
For: Gerald D. Reid, Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

ME/L27716AN/ATS#84149

Department of Environmental Protection
SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

- A. Approval of Variations from Plans.** The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.
- B. Compliance with All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Compliance with All Terms and Conditions of Approval.** The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- D. Advertising.** Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- E. Transfer of Development.** Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
- F. Time frame for approvals.** If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- G. Approval Included in Contract Bids.** A copy of this approval must be included in or attached to all contract bid specifications for the development.
- H. Approval Shown to Contractors.** Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)/Revised December 27, 2011

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

- (1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S.. §349.
- (2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
- (3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
- (4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.
- (5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- (6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and subcontractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

- (7) **Maintenance.** The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.
- (8) **Recertification requirement.** Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
- (a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
 - (b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.
 - (c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.
 - (d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.
 - (e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.
- (9) **Transfer of property subject to the license.** If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department, and must reference the permit number.
- (10) **Severability.** The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: November 2018

Contact: (207) 287-2452

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) an administrative process before the Board of Environmental Protection (Board); or (2) a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This information sheet, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S. §§ 341-D(4) & 346; the *Maine Administrative Procedure Act*, 5 M.R.S. § 11001; and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 C.M.R. ch. 2.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed more than 30 calendar days after the date on which the Commissioner's decision was filed with the Board will be dismissed unless notice of the Commissioner's license decision was required to be given to the person filing an appeal (appellant) and the notice was not given as required.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017. An appeal may be submitted by fax or e-mail if it contains a scanned original signature. It is recommended that a faxed or e-mailed appeal be followed by the submittal of mailed original paper documents. The complete appeal, including any attachments, must be received at DEP's offices in Augusta on or before 5:00 PM on the due date; materials received after 5:00 pm are not considered received until the following day. The risk of material not being received in a timely manner is on the sender, regardless of the method used. The appellant must also send a copy of the appeal documents to the Commissioner of the DEP; the applicant (if the appellant is not the applicant in the license proceeding at issue); and if a hearing was held on the application, any intervenor in that hearing process. All of the information listed in the next section of this information sheet must be submitted at the time the appeal is filed.

INFORMATION APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time the appeal is submitted:

1. *Aggrieved Status.* The appeal must explain how the appellant has standing to maintain an appeal. This requires an explanation of how the appellant may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions, or conditions objected to or believed to be in error.* The appeal must identify the specific findings of fact, conclusions regarding compliance with the law, license conditions, or other aspects of the written license decision or of the license review process that the appellant objects to or believes to be in error.
3. *The basis of the objections or challenge.* For the objections identified in Item #2, the appeal must state why the appellant believes that the license decision is incorrect and should be modified or reversed. If possible, the appeal should cite specific evidence in the record or specific licensing requirements that the appellant believes were not properly considered or fully addressed.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those matters specifically raised in the written notice of appeal.
6. *Request for hearing.* If the appellant wishes the Board to hold a public hearing on the appeal, a request for public hearing must be filed as part of the notice of appeal, and must include an offer of proof in accordance with Chapter 2. The Board will hear the arguments in favor of and in opposition to a hearing on the appeal and the presentations on the merits of an appeal at a regularly scheduled meeting. If the Board decides to hold a public hearing on an appeal, that hearing will then be scheduled for a later date.
7. *New or additional evidence to be offered.* If an appellant wants to provide evidence not previously provided to DEP staff during the DEP's review of the application, the request and the proposed evidence must be submitted with the appeal. The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered in an appeal only under very limited circumstances. The proposed evidence must be relevant and material, and (a) the person seeking to add information to the record must show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process; or (b) the evidence itself must be newly discovered and therefore unable to have been presented earlier in the process. Specific requirements for supplemental evidence are found in Chapter 2 § 24.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, and is made easily accessible by the DEP. Upon request, the DEP will make application materials available during normal working hours, provide space to review the file, and provide an opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer general questions regarding the appeal process.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed, the license normally remains in effect pending the processing of the appeal. Unless a stay of the decision is requested and granted, a license holder may proceed with a project pending the outcome of an appeal, but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, and will provide the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, any materials submitted in response to the appeal, and relevant excerpts from the DEP's application review file will be sent to Board members with a recommended decision from DEP staff. The appellant, the license holder if different from the appellant, and any interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. The appellant and the license holder will have an opportunity to address the Board at the Board meeting. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, the license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court (see 38 M.R.S. § 346(1); 06-096 C.M.R. ch. 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452, or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.

DECLARATION OF RESTRICTIONS

(Forested Buffer, Limited Disturbance)

THIS DECLARATION OF RESTRICTIONS is made this 3rd day of June, 2019, by The Town of Hampden, 106 Western Avenue, Hampden, Maine, Penobscot County, Maine, 04444, (herein referred to as the "Declarant"), pursuant to a permit received from the Maine Department of Environmental Protection under the Stormwater Management Law, to preserve a buffer area on a parcel of land at 146 Western Avenue in Hampden.

WHEREAS, the Declarant holds title to certain real property situated in Hampden, Maine described in a deed from Roman Catholic Bishop of Portland to Inhabitants of the Town of Hampden, County of Penobscot, State of Maine dated March 15, 1980, and recorded in Book 3134, Page 333 at the Penobscot County Registry of Deeds, herein referred to as the "property"; and

WHEREAS, Declarant desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described as follows:

Starting at the north west corner of the parcel owned by the Town of Hampden at 106 Western Avenue and 146 Western Avenue. Thence S77°45'0"E a distance of 686.27' along the northern property line to a point, thence S12°15'0"W at distance of 117.71' to the point of beginning. Commencing at the beginning of the restricted area N89°18'6"E a distance of 105', thence S0°41'54"E a distance of 90', thence S89°18'6"W a distance of 105', thence N0°41'54"W a distance of 90' to the point of beginning.

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. **Restrictions on Restricted Buffer Area.** Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.
 - a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
 - b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
 - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50-foot rectangle (1,250 square feet) area, as determined by the rating scheme in Table 1:

Table 1.

**Point System for Determining an Evenly
Distributed Stand of Trees**

Diameter of tree at 4½ feet above ground level	Points
2 - 4 inches	1

4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
 - c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole (whether constructed of wood, steel or other materials) and appurtenant equipment such as guys and guy anchors, or fence;
 - d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;
 - e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader. Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.
2. **Enforcement.** The MDEP may enforce any of the Restrictions set forth in Section 1 above.
 3. **Binding Effect.** The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
 4. **Amendment.** Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
 5. **Effective Provisions of Declaration.** Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
 6. **Severability.** Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
 7. **Governing Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

Paula A. Scott

(NAME)

STATE OF MAINE Pembscot County, July 17, 2019

(County)

(date)

Personally appeared before me the above named Paula A. Scott, who swore to the truth of the foregoing to the best of (his/her) knowledge, information and belief and acknowledged the foregoing instrument to be (his/her) free act and deed.

Jessica Albee

Notary Public

Jessica Albee

Notary Public, State of Maine

My Commission Expires October 28, 2023




Plymouth Engineering, Inc.
 P.O. Box 46 Detroit Road
 Plymouth, Maine 04090
 Fax: (207) 557-8130 Tel: (207) 557-3071
 engineering@midmaine.com

DESIGNED: FSM	PROJECT NO. 18234
DRAWN: ASY	DRAWING NO. 18234 BASE.DWG
CHECKED: SEB	FIELDBOOK: N/A
APPROVED: SEB	SCALE: 1" = 100'
PLAN DATE: 7/16/19	DATE ISSUED: 7/16/19
CLIENT:	TOWN OF HAMPODEN 106 WESTERN AVE HAMPODEN, MAINE 04444

PROJECT NAME:	LURA HOIT POOL
CARRABASSETT	MAINE
SHEET NAME:	DEED RESTRICTION
SHEET:	DEP



Memorandum

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: July 1, 2019
RE: New Business – Discussion items

The three New Business discussion only items, Marina dredging, the exchange of land with the City of Bangor, and the Post Office lease are items that are meant to be placed before you in an effort to keep a forward momentum on items that we need to think about for future capital projects and budgeting. I have bulleted some key points below.

- **Marina Dredging:** This topic has come before this Committee and Council in prior meetings. While this is not expected to be a project commencing this year, there are certain aspects that may need to be researched now so that we are better versed in the next budget cycle. Though likely not comprehensive, some considerations are the following:
 - Army Corp permitting
 - DEP involvement
 - Coast Guard involvement
 - Time frame for completion
 - Advanced preparation
 - Cost
 - Funding
- **Land exchange with the City of Bangor:** This is another item that has been loosely talked about over the last 2 or 3 years. The Bangor City Manager has stated that they are interested in discussions as soon as we offer a proposal as a starting point. Possible land that could be considered and has been suggested are the LL Bean Parcel and the Dicenzo Real Estate Parcel.
- **Post Office Lease –** The town's lease of the land under the Post Office expires in 2021. The use of that space for Town services, including the building if we are creative, could far outweigh the minimal benefit of the lease payment afforded us. This should be something to begin thinking about as the lease is what holds the value. In June of 2001, the Lessee inquired about the possibility of amending the lease for another automatic ten-year period. This was to allow for a potential expansion of the facility which the Town denied on the basis of its prematurity-citing the unknown needs of the Postal Service. Quite frankly, I don't understand the rationale behind allowing an entity to lease our land to build a building on for the

purpose of rental income. At this point, it seems as though the future of our own Municipal needs (Recreational offices perhaps?) and not that of the postal service, should be the driving factor and one that bears discussion.