



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

MONDAY

OCTOBER 3, 2011

7:00 P.M.

• 5:30 pm – FINANCE COMMITTEE MEETING

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

a. September 19, 2011 Minutes

3. COMMUNICATIONS

- a. Bangor Daily News Article – Denise Hodsdon
- b. Nancy Hamilton/Town – Natural Gas Line

4. REPORTS

- a. Finance Committee Minutes – 9/19/2011
- b. Rapid Renewal Report – July & August 2011
- c. Infrastructure Committee Minutes – 9/26/2011

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

a. Warrant for Municipal Election – 11/8/2011

3. UNFINISHED BUSINESS

- a. Citizens Comp Plan Committee – Request for Extension of 2010 Comprehensive Plan Recommendations
- b. Abandoned Boat – Infrastructure Committee Recommendation
- c. Penobscot Multi-Jurisdictional Hazard Mitigation Plan – Infrastructure Committee Recommendation to Approve

**NOTE: The Council will take a 5-minute recess at 8:00 pm.**

- d. Citizens Journal Article of 9/15 referred to by Councilor Lawlis at 9/19 meeting – Renee Clark Request
- e. Old Hampden Academy Re-use Update
- f. Town Manager Search Update & Set Next Meeting Date

4. NEW BUSINESS

- a. Municipal Building Reserve Use - \$1,100 – Maine Tree & Landscape
- b. Wetland Mitigation for New School
- c. RSU 22 & Town Trail MOU Update
- d. MMA Voting Delegate
- e. Penquis Funding Request – Finance Committee Recommendation
- f. Liquor License Application Received from White House Motel, Inc. d/b/a Filibuster Lounge
- g. Change of Name of Hampden Business and Commerce Park to “Hampden Business Park” – Planning & Development Committee Recommendation

D. COMMITTEE REPORTS

E. MANAGER'S REPORT

F. COUNCILORS' COMMENTS

G. ADJOURNMENT

## HAMPDEN TOWN COUNCIL MINUTES

September 19, 2011

## Attending:

<i>Mayor Janet Hughes</i>	<i>Town Manager Susan Lessard</i>
<i>Councilor Andre Cushing</i>	<i>Pool Director Darcy Peakall</i>
<i>Councilor Tom Brann</i>	<i>Economic Development Dir. Dean Bennett</i>
<i>Councilor Kristen Hornbrook</i>	<i>Members of the press and</i>
<i>Councilor Jean Lawlis</i>	<i>Interested residents</i>
<i>Councilor William Shakespeare</i>	

A. CONSENT AGENDA – *Motion by Councilor Cushing, seconded by Councilor Brann to approve the consent agenda. Unanimous vote.*

## 1. SIGNATURES

## 2. SECRETARY'S REPORTS

- a. September 12, 2011 Minutes
- b. Special Council Meeting Minutes 8-29-2011

## 3. COMMUNICATIONS

- a. Municipal Review Committee – Board of Directors Nomination Form
- b. Dept. of Environmental Protection – Department Order re Town of Hampden Shoreland Zoning Ordinance

## 4. REPORTS

- a. Infrastructure Committee Minutes – 8/22/2011
- b. Dyer Library Board of Trustees Minutes – 5/11/2011
- c. Lura Hoyt Pool Board of Trustees Minutes – 7/12/2011
- d. Finance & Administration Committee Minutes – 8-15-2011
- e. Finance & Administration Committee Minutes – 8-29-2011

B. PUBLIC COMMENTS - *None*

C. POLICY AGENDA

## 1. PUBLIC HEARINGS

- a. Application for Renewal of Victualer's License received from Blue Sky Enterprises, LLC d/b/a Hampden Natural Foods at 281 Western Ave. *The public hearing was opened by Mayor Hughes. No comments were received. The public hearing was closed. Motion by Councilor Cushing,*

**NOTE: The Council will take a 5-minute recess at 8:00 pm.**

*seconded by Councilor Lawlis to approve renewal of the Victualer's license for Blue Sky Enterprises, LLC. Unanimous vote.*

- b. *Proposed Fees Ordinance Amendment – Article 8 Pool Fees – Pool Director Darcey Peakall reviewed the fees proposed for an increase. All fee increases are related to use of the facility by non-residents. The public hearing was opened by Mayor Hughes. No comments were received. The public hearing was closed. Motion by Councilor Brann, seconded by Councilor Cushing to approve the fees ordinance amendment. Unanimous vote.*

2. *NOMINATIONS – APPOINTMENTS – ELECTIONS – The Town Manager read the list of candidates for local elections that would be on the November 8, 2011 ballot. They were as follows:*

*District 1 – Janet Hughes*

*District 2 – Tom Brann*

*Mark Gray*

*District 3 – Brian Duprey*

*Michelle Blosser*

*Jean Lawlis*

*District 4 – William Shakespeare*

*Jeremy Williams*

*RSU 22 School Board (3 slots)*

*Amy Faircloth*

*Jenan Jondy*

*Niles Parker*

*Nicholas Winchester*

*Water District Board of Trustees*

*Dana Skinner*

3. UNFINISHED BUSINESS

- a. *Hampden Academy Re-use – Mayor Hughes updated the Council with information from a meeting that she attended with the Hampden Academy Re-use Committee on September 13<sup>th</sup>. At the present time the Committee is considering three options:*

- 1. *Lease to Stillwater Academy – this option requires demolition with a cost ranging from \$ 1 to \$1.5 million dollars to be repaid with a 0% interest loan over 15 years. The lease would be designed to cover the cost of the debt service and some portion of the maintenance and upkeep. The length of the lease is limited to four years by State Law.*

- 2. *Demolish the buildings and hold onto the property. This option would require demolition with a cost ranging from \$1 to \$1.5 million dollars to be repaid with a 0% interest loan over 15 years with the school district assuming the cost of debt repayment.*

- 3. *Offer the property to the Town of Hampden.*

*At that meeting, the Ad-Hoc Committee expressed concern over the disposition of the 1843 Historic Building if the property was offered to the Town of Hampden. Mayor Hughes asked the Council if it was willing to vote on that*

*topic so that a message could be sent to the Committee prior to its decision making on the subject of reuse. Motion by Councilor Brann, seconded by Councilor Lawlis to notify the Hampden Academy Re-use Committee that the Town of Hampden would commit to making provisions for the maintenance and preservation of the 1843 historic building if the Town was offered and assumed ownership of the Hampden Academy property. Unanimous vote.*

*The second topic is related to the possible need for additional evaluation of information related to the building condition of the Skehan Center and a review of the demolition cost estimates. These evaluations could cost the town as much as \$20,000. It was the consensus of the Council that no such expenditures should be made unless the School had made an offer of the property. The Planning & Development Committee will discuss this further on Wednesday, September 21<sup>st</sup>.*

*Public Comment – Jeremy Williams, 1334 Carmel Road North spoke in favor of the Town considering accepting the property from the School District, but not with the idea of the Town becoming a landlord.*

*b. Town Manager Search – Mayor Hughes explained that the Council had held a Special Council Meeting on August 29, 2011 and selected Maine Municipal Association as the firm to assist in the manager search. A draft ad was reviewed at the Finance Committee Meeting prior to the Council meeting and that ad would be placed and run through October 17, 2011. Public Comment – Ed Armstrong – Kennebec Road – Asked what the search firm charged for their services. The Town Manager responded that the price was \$4,900 plus the cost of the advertisement.*

*c. Request for Emails – Mayor Hughes – Mayor Hughes had requested a copy of an email sent to Councilor Hornbrook by resident Jon Henry that Councilor Hornbrook had forwarded to others. Mayor Hughes indicated that she had not received the requested email. Councilor Hornbrook told her she did not have it, she had deleted it. Mayor Hughes asked Councilor Hornbrook if she deleted it before or after the request was made. Councilor Hornbrook responded that she did not remember.*

*Town Attorney Tom Russell explained that the best way to keep track of emails was to print out a copy of town-related emails received/sent by Councilors to/from others and keep them in a file at the Town Office. Since that is somewhat unworkable, the suggestion was that Councilors should retain those emails that they send or receive that are town related.*

*Public Comment: Lisa Carter – 1088 Western Avenue – Mrs. Carter explained that she had received the email in question from Councilor Hornbrook and considered it unrelated to Town business and not subject to a freedom of access request. She indicated that the message was forwarded at the request of Mr. Henry as a means of trying to find out where the anonymous email came from. Further, Mrs. Carter considered that Councilor Hornbrook was being bullied on this issue and that the Town had many serious issues that needed to be addressed such as high taxes,*

*Hampden Academy re-use, the town manager search, upcoming elections, and the comprehensive plan and that the Council should be focused on the real business of the Town and not on an email that was not even town business.*

*Mayor Hughes explained that she considered it important since former Mayor Arnett and his son-in-law had received threatening, anonymous emails related to town business. She requested that the Town Manager add the topic of Councilor email to the review of the Code of Ethics and Council Rules discussion ongoing at the Finance Committee. Councilor Honrbrook asked the Town Manager what two functions the new town-owned Councilor email addresses were supposed to meet were. The Manager replied that the Town would be able to turn them off when a Councilor was no longer in office and that the Town would be able to obtain copies for any Freedom of Access requests that were received.*

*The Council took a ten minute break in the meeting.*

- d. *Citizens Comprehensive Plan Committee – Request for Extension – Michelle Blosser, spokesperson for the Citizens Comprehensive Plan Committee read a letter from the Committee to the Council (copy attached) that requested a time extension from September 8, 2011 to February 29, 2012. She indicated that the Committee had taken a formal vote on the letter and that the result was 16 in favor, 2 abstentions, and 1 was unable to vote because they were in the hospital.*

*Public Comment:*

*Jeremy Williams – 1334 Carmel Road North – Mr. Williams is pleased with the progress of the committee and appreciates working with members who were on the original comp plan committee. He believes that the work is helping to heal the community. He has not missed a meeting and supports the request for a time extension.*

*Rich Armstrong – 109 Kennebec Road – Mr. Armstrong supports the request for a time extension and brought up the fact that the new deadline was the outside date at which the plan review would be completed, but that it may well be completed earlier. He congratulated Shelley Blosser on the good presentation of the request.*

*Don Katnik – 47 Summer Street – Mr. Katnik indicated that he was frustrated with the process. He was part of the original Comprehensive Plan Committee that spent many hours creating and reviewing the plan – and that it was not possible at that time to get people to participate in the process. He felt that this was a duplication of effort that might come out differently – and then have another group of people want to overturn that. He indicated that he had resigned from the Conservation Commission because he felt that he was just wasting his time.*

*Lisa Kelley – 19 Clark Circle - Mrs. Kelley indicated that she enjoyed the diverse group of people who made up the committee and considered that*

*the correct wording of the plan was as critical as its components and that the Council would be doing the community a disservice if it disregarded the Committee request for a time extension.*

*Lisa Carter - 1088 Western Avenue – Mrs. Carter stated that Mr. Katnik's remarks had provided the best reason for a time extension – which was to allow more involvement by more people than was available when the original 2010 draft comprehensive plan was done. It is important that the deadline is extended now that people are engaged and involved.*

*Jeremy Jones – 72 Partridge Road – Mr. Jones indicated that he had attended some Citizen Comprehensive Plan Committee meetings and believes it is important that the deadline be extended.*

*Motion by Councilor Hornbrook, seconded by Councilor Cushing to extend the Citizen Comprehensive Plan Committee deadline to February 29, 2012 with Dean Bennett acting as the facilitator for the meetings.*

*A discussion ensued between members of the Council related to the costs of the current facilitator, Rich Rothe, continuing with these meetings. It was estimated that current expenditures were approximately \$6,000 and that the proposed extension could result in a cost of approximately \$22,000.*

*Committee member Blosser informed the Council that the Committee would be comfortable with Community Development Director Dean Bennett acting as the meeting facilitator to save money if the extension was granted.*

*Other questions raised by the Council related to the suggestion to the Citizen Comprehensive Plan Committee that the land use section be addressed earlier in the process since that seemed to be the focus of most of the concerns raised early on in the draft 2010 plan. Committee Member Blosser and Committee member Jim Kiser both provided information in regard to this question. Ms. Blosser shared that it was the overwhelming consensus of the Committee to follow the index as a practical way of getting through the whole plan without skipping around. Mr. Kiser explained to the Council that the land use portion was not taken out of order because of the fact that land use is actually sprinkled through many sections of the plan and that it was important to address those prior to that actual section itself so that the Committee did not have to go back and redo them.*

*Councilor Lawlis showed a recent article in the Citizen Journal in regard to the Comprehensive Plan that indicated that getting beyond the election may change the consideration of the Comprehensive Plan and questioned whether the real intent for an extension was to get past the November elections where three new Councilors may be seated. She referred to this in response to a comment from the audience that indicated that there were trust issues on the part of residents toward the Council. She indicated that she was having a trust issue with the real intent of the request.*

Motion by Councilor Brann, seconded by Mayor Hughes to table the item until the October 3, 2011 meeting. Vote 5 – 1 (Hornbrook)

- e. Pool Air Handler System – Recommendation of Services Committee and Finance Committee – Councilor Lawlis presented the Services Committee recommendation to expend \$13,800 for Woodard & Curran to prepare engineering specifications for a new air handling system for the pool with the Finance Committee recommendation that the funds coming from Pool Reserve. Motion to endorse the Committee recommendation made by Councilor Lawlis, seconded by Councilor Cushing. Unanimous vote.

Councilor Brann expressed concern over using Pool Reserve funds for a purpose that was not part of the projects for which the money was being reserved.

- f. Acceptance of Assignment of Option to Purchase Land Adjacent to Marina – *Attorney Russell explained that the purpose of this item was to have the Council authorize the Town Manager to sign the assignment of the Option to purchase the land adjacent to the Marina from the Town to Chevron, who would then sell it to the Town for the sum of one dollar. Motion by Councilor Brann, seconded by Councilor Shakespeare to authorize the Town Manager to sign the Option as presented. Voted 5 – 1 (Hornbrook).*
- g. Chevron/Town/Hamlin's Marine Escrow Agreement – *Attorney Russell explained that the purpose of this item was to set up an escrow that the costs of the project could be paid from as they were completed. This item required a vote to authorize the Town Manager to sign the escrow agreement on behalf of the Town. Motion by Councilor Brann, seconded by Councilor Shakespeare to authorize the Town Manager to sign the escrow agreement on behalf of the Town. Vote 5 – 1 (Hornbrook)*

#### 4. NEW BUSINESS

- a. Council Committee Assignments – *Councilor Hornbrook had asked to be removed from the Planning & Development Committee due to scheduling conflicts. Councilor Shakespeare offered to take her place on that Committee. Councilor Hornbrook will let the Council know at the next meeting if there are any other Committees that she would serve on in place of another councilor so that the committee workload is shared equally.*
- b. Certificate of Abatement – Penquis Mental Health Assoc. – *Motion by Councilor Shakespeare, seconded by Councilor Brann to abate \$627.92 in taxes for the 2011 tax year for Penquis Mental Health property located at 1013 Carmel Road North, Map 1 Lot 31A. Unanimous vote.*
- c. Application for Renewal of Outdoor Wood-burning Furnace License received from Doug and April Stanhope, 560 Western Ave. – *Motion by Councilor Cushing, seconded by Councilor Shakespeare to approve the*

*renewal of the outdoor wood-burning furnace license of Doug and April Stanhope. Unanimous vote.*

- d. *Lease Purchase Agreement for Funds for Public Works Trucks - Motion by Councilor Brann, seconded by Councilor Cushing to authorize the Town Manager to sign the Lease/Purchase documents with Androscoggin Bank for the purchase of three public works vehicles. Vote 5 – 1 (Hornbrook)*
- e. *Billington, LLC Conservation Easement on Proposed Open Space – Referral from Planning & Development Committee – Jim Kiser, project engineer for the Billington, LLC subdivision project, presented the proposal to the Town Council. The proposal includes open space dedication in six areas of the subdivision as well as 9 acres dedicated to a conservation easement that serves as wetland mitigation with the Army Corps of Engineers/DEP. The request is for the Town to accept the Open Space and be the holder and responsible party for the conservation easement. Town Attorney Russell had reviewed the conservation easement language and prepared a memo citing concerns with the Town assuming the enforcement provisions of the Conservation easement and being liable for costs associated with any damages done through improper use of the easement. The easement does not allow motorized vehicles by the general public and he has concerns that there could be difficulty in the Town enforcing that provision. He also indicated that the Town has not accepted this type of liability through the open space provision requirement of the zoning ordinance. Mr. Kiser stated that the open space parcels were designed to connect to adjoining open space in surrounding areas and that if the Town did not accept the space, it was unlikely that there would be public access because of the liability issues that would fall on the owners in the subdivision. Councilors questioned Mr. Kiser and the Town attorney about options related to the open space zoning requirements. A motion was made by Councilor Brann to not accept the open space proposal as presented, vote 5 – 1(Hornbrook)*
- f. *Proposed Zoning Ordinance Text Amendment to Consider Church as a Conditional Use in the Commercial Service District – Referral to Planning Board – This item was referred to the Planning Board by Councilor Brann.*

D. COMMITTEE REPORTS –

Infrastructure – *Councilor Shakespeare reported that at the last Infrastructure Committee meeting the Committee discussed holding the semi-annual meeting with the Water District Trustees at the next regular meeting and that the Committee had heard a report from the Town Manager regarding a speed limit increase proposed for the Coldbrook Road. Councilor Brann asked that Infrastructure Committee consider a streetlight for the corner of Papermill and Coldbrook Road in light of the speed limit increase request.*

Services – *Councilor Lawlis reported that much of the last committee meeting had been devoted to the subject of the pool air handling system, and that the memorandum of understanding between the School and the Town needed to be finalized for the trails to be located on Town property near the school complex.*

Communications – *Councilor Hornbrook reported that the Communications committee had authorized Matt Thomas to spend a minimal amount of money to investigate the idea of*

video streaming with Ustream, had authorized the addition of four pages to the newsletter to allow for a section devoted to the candidates running for office in November. The Committee had considered October 25 or 26<sup>th</sup> for a Candidate Forum to allow for the newsletter to be distributed prior to the forum. The Manager agreed to get the newsletter out a week earlier than anticipated in order to move the forum back to the third week in October to allow it sufficient time to air prior to the elections. The Manager will consult with the candidates and the video intern for availability for October 19<sup>th</sup> or 20<sup>th</sup> as a backup date.

Finance & Administration – Mayor Hughes reported that Finance & Administration had met prior to the Council meeting and approved minutes from former meetings, signed payment warrants, recommended funding for the pool air handler engineering, discussed outside agency funding for future years, and settled on an ad for the Town Manager.

E. MANAGER'S REPORT

A copy is attached hereto as part of the record of the meeting.

F. COUNCILORS' COMMENTS

Councilor Cushing reported that he attended Janie Pitcher's retirement party, that it was a well-attended event, and that Janie had done a good job not only in her work – but in training her successor, Tammy Ewing, who is now doing the job.

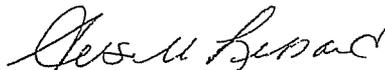
Councilor Lawlis stated that municipal elections have never been about partisan politics and she hopes that that continues to be true in Hampden.

Councilor Shakespeare stated that he was disappointed with the actions of some audience members at the meeting who reacted negatively no matter what the Councilors said. He stated that the tone should remain civil even in disagreement. He hopes that this issue can be resolved at the next meeting so that the Town can move forward.

Mayor Hughes stated that she hoped that there was a constructive way for the Council and the Citizen's Comprehensive Plan Committee to structure the next part of this process and that she looked forward to the opportunity to discuss that at the next meeting. She also discussed what dates Councilors had available to meet with David Barrett from Maine Municipal Association to discuss qualifications wanted for the next Town Manager. It was the consensus of those present to set the meeting for 5:30 p.m. on Tuesday, September 27<sup>th</sup>.

Motion by Councilor Lawlis, seconded by Councilor Brann to adjourn at 10:22 p.m.

Respectfully submitted,

  
Susan Lessard  
Town Manager

G. ADJOURNMENT

MANAGER'S REPORT  
September 19, 2011

Tax Due Date – A reminder that Tax Due Date for the first half of property taxes is the the first Wednesday in October to avoid interest.

Retirement Party – Janie Pitcher, former Finance and Human Resource person for the Town, retired effective September 14<sup>th</sup>. A retirement party in her honor was held that day from 11-1. Janie was a dedicated employee and will be missed by employees and customers.

Bath Salts Education – Fire/EMS/Police – The Hampden Public Safety Department is holding an educational seminar on Bath Salts for police, fire, and EMS personnel on Tuesday, September 20<sup>th</sup> in the Community Room. This session is being conducted by Lieutenant Tom Regan from the Bangor Police Department and its purpose is to provide information to service providers on how to recognize signs of this type of drug use and how to best handle persons using it.

Sewer Liens – Sewer Bills unpaid for the last quarter of 2010 and the first quarter of 2011 have gone to lien as of today.

Government on the Go! The most recent edition of this was sent out on Friday, September 16<sup>th</sup>. A reminder to folks watching that they can sign up on the town website at [hampdenmaine.gov](http://hampdenmaine.gov) to receive these biweekly news updates.

The Susan G. Komen Maine Race for the Cure-Bangor and Survivor Sponsor Hollywood Slots have announced that **Denise Hodsdon** of Brewer is its fourth "Survivor of the Week" in connection with the 15th annual event held Sept. 18 along the Bangor Waterfront.



**Hodsdon**

Hodsdon was co-chair of the 2011 Bangor Race, a position she has held since 2009.

"My journey with Susan G. Komen started in 2003," Hodsdon said.

"My town manager's daughter-in-law was diagnosed with breast cancer in her early 20s.

"It's frustrating when you want to do something to help, but you don't know what to do.

"My sister had been involved with the Race for the Cure and she mentioned ... a committee meeting coming up. I went, and immediately decided this is something I want to do to try and help."

From 2003 to 2007 Hodsdon was a registration co-chair and then, in the fall of 2007, she resigned from her Race for the Cure activities, believing it was time to move on to something different.

But, Hodsdon said, "somebody had a different plan for me," because she was diagnosed with breast cancer in 2008.

When she learned she had the disease, she immediately sought out her sister, who called Sally Bilancia, race director at the time, and told Bilancia, "We need to come back to the committee. We were welcomed back with open arms."

Hodsdon's cancer was discovered through a mammogram, which she had been having annually since she was 40. Hodsdon opted to have a mastectomy on Aug. 25, and reconstruction surgery immediately afterward.

A municipal clerk, she took three weeks off but, with a special election that September, she went right back to work.

"It was good for me; it felt good to be back on a regular routine," she said. "Fortunately for me, I didn't have to lose a lot of work."

Denise Hodsdon celebrated three years being cancer-free on Aug. 25.

For more information about the Komen Maine Race for the Cure, visit [komenmaine.org](http://komenmaine.org) or call 262-7117.

A-3-b

NANCY HAMILTON  
3 A Dewey Street  
Hampden, Maine 04444  
Tel 207 862 5748

September 19 2011

**TOWN OF HAMPDEN**  
106 Western Ave  
Hampden, Maine 04444

**RE: Natural gas line**

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Dear Council Members,

Three years ago I requested that the town consider having Bangor Gas extend their gas line into the Hampden area. Apparently, there was no interest to pursue this idea.

I believe that Hampden's council should reconsider their position and move forward with the possibility of obtaining an alternate heating method for the town residents. Bangor Gas was interested three years ago; and more than likely, they would still be interested.

Natural gas is less expensive than oil, it's clean, burns efficiently, safe, increases property values and there is a stable supply.

Sincerely,



Nancy Hamilton

**FINANCE COMMITTEE MEETING MINUTES**

Monday, September 19, 2011

## Attending:

Councilor Kristen Hornbrook  
Councilor Tom Brann  
Councilor Andre Cushing  
Councilor William Shakespeare

Councilor Jean Lawlis  
Mayor Janet Hughes  
Town Manager Sue Lessard  
Interested citizens

The meeting was opened at 6:05 p.m.

1. Review Minutes of 8/15/2011, 8/29/2011 – Motion by Councilor Cushing, seconded by Councilor Lawlis to approve. Unanimous vote.
2. Review & Signature of Warrants – The warrants were reviewed and signed by Committee members.
3. Old Business
  - a. Pool Air Handler Replacement – Services Committee Recommendation – Councilor Lawlis explained that the Services Committee had reviewed the information related to the pool air handler and had recommended that the full Council authorize expenditure of \$13,800 for engineering plans to put out for an RFP/RFQ for replacement of the air handling system at the pool. Motion by Councilor Cushing, seconded by Councilor Lawlis to recommend to the full Council that the air handler engineering for the pool be paid for from the pool reserve, Vote 6-0
  - b. Outside Agency Funding – The Town Manager presented the list of outside agency accounts funded as part of the 2012 municipal budget. The purpose of this item being on the agenda was for the Committee to decide how it wished to handle such requests going forward since there was a good deal of discussion on the subject as part of the 2012 budget preparation and adoption. There was extensive discussion regarding what constituted an 'outside agency', whether some items should be moved to operational budgets such as recreation, objections to the Town providing donations to nonprofits that should be instead done at the personal discretion of residents, and whether there should be strict criteria developed for consideration of these items. The Manager offered to prepare a survey to be conducted at the November 2011 election but it was the consensus of the majority of the council not to do a survey. Motion by Councilor Brann, seconded by Councilor

Cushing to address this issue at the time when the next budget is prepared. Vote 5 – 1 (Hornbrook).

- c. Code of Ethics – Review Draft – To be discussed at the next meeting.
- d. Draft Ad – Town Manager – The Committee reviewed the draft ad for the Town Manager position provided by Maine Municipal Association and made some minor changes. The draft will be forwarded to David Barrett at MMA with a closing date of October 17<sup>th</sup>. The full council will discuss possible meeting dates with Mr. Barrett at the regular Council meeting.
- e. Personnel Handbook Draft – To be discussed at a future meeting.

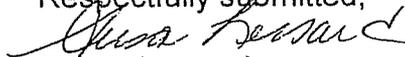
4. New Business - None

5. Public Comment – Alex King stated that he would continue to request that the Town Council adopt some sort of criteria for consideration of requests from Outside Agencies.

6. Committee Member Comments – None

Motion by Councilor Cushing, seconded by Councilor Shakespeare to adjourn the meeting at 6:50 p.m.

Respectfully submitted,



Susan Lessard  
Town Manager

Rapid Renewal Transaction Volume Summary  
Town of Hampden: Transaction date >= 20110701 and < 20110801

Payment Method	Transaction Count	Transaction Amount	Processing Fees
Credit/Debit Card	0	0.00	0.00
Electronic Check	78	11744.62	0.00
<b>TOTAL</b>	<b>78</b>	<b>11744.62</b>	

Class Code Summary

Class	Count
BB	2
CO	7
CR	4
LB	3
MC	3
MH	1
PC	54
TL	1
UM	1
VT	2

Rapid Renewal Transaction Volume Summary  
Town of Hampden: Transaction date >= 20110801 and < 20110901

Payment Method	Transaction Count	Transaction Amount	Processing Fees
Credit/Debit Card	0	0.00	0.00
Electronic Check	55	8061.26	0.00
TOTAL	55	8061.26	

Class Code Summary

Class	Count
BC	3
CO	2
CR	6
DV	1
MC	1
PC	39
TL	1
VT	2

INFRASTRUCTURE COMMITTEE MEETING MINUTES  
MONDAY, SEPTEMBER 26, 2011

Attending:

*Councilor William Shakespeare*  
*Councilor Tom Brann*  
*Councilor Shelby Wright*  
*Town Manager Susan Lessard*

1. Minutes of August 22, 2011 meeting – *Motion by Councilor Wright, seconded by Councilor Brann to approve the minutes. Unanimous vote.*
2. Old Business
  - a. Water District – Semi-Annual Meeting with Trustees – *Tabled until the meeting of 10-24-2011*
    1. Update on District Activities
    2. Opportunities for collaboration
  - b. Resolution – Penobscot Multi-Jurisdictional Hazard Mitigation Plan – *motion by Councilor Wright, seconded by Councilor Brann to recommend to the full Council that the Penobscot Multi-Jurisdictional Hazard Mitigation Plan be approved. Unanimous vote.*
  - c. Abandoned boat – Route 1A – *Motion by Councilor Wright, seconded by Councilor Brann to recommend to the full Council that the Town notify the Department of Conservation that the Town considers that the boat that ran aground on land owned by Waterfront Marine on July 21, 2011 is abandoned pursuant to MRSA Title 12, §1866 2(c). Unanimous vote.*
3. New Business
  - a. Street light – Coldbrook/Papermill Roads – *The Town Manager was instructed to request that the Police Department review this request as it relates to the current streetlight request policy and to report back to the committee. In addition, the Town Manager was asked to check on the status of the detailed review of the streetlight request for Jay's Way that came before the Committee several months ago.*
4. Public Comment - *None*
5. Committee Member Comment  
*Manager Lessard reported that the Saturday bus service had begun on September 10<sup>th</sup> in Hampden and ridership was doing well. She also reported that she had locked in fuel prices for number 2 heating fuel and road diesel. Heating oil is 3.239 and road diesel is \$3.459. Our budgeted price was \$3.60 for heating fuel and the savings resulting from locking in the prices should be between 8 and 9 thousand dollars.*

*Respectfully submitted-*

*Sue Lessard*  
*Town Manager*

C-2-a

**WARRANT FOR MUNICIPAL ELECTION  
TOWN OF HAMPDEN, MAINE  
NOVEMBER 8, 2011**

COUNTY OF PENOBSCOT, SS.

TO: Devon Patterson, a resident of Hampden.

You are hereby required in the name of the State of Maine to notice the voters of Hampden, Maine.

You are hereby notified that the Municipal Election in the municipality will be held at the Municipal Building Community Room, on Tuesday, following the first Monday of November, same being the eighth day of said month in the year of our Lord two thousand eleven for the purpose of effecting the election to the following offices:

- District Councilors – Districts 1, 2, 3 and 4 (3-year term)**
- Directors School Administrative District No. 22 – (3 for 3-year term)**
- Trustee Hampden Water District – (1 for 5-year term)**

The Polls shall be opened at 8:00 a.m. and closed at 8:00 p.m. The Registrar of Voters will hold office while the Polls are open at the Polling Place to correct any error in or change a name on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments. A person who is not registered to vote may not vote in any Election.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the following times:

- November 7, 2011 – Continuously beginning at 9:00 am, or immediately following a requested inspection
- November 8, 2011 – 9:00 am; 11:00 am; 1:00 pm; 3:00 pm; 5:00 pm and 8:00 pm

Dated at Hampden, Maine this 3rd day of October, 2011.


\_\_\_\_\_  
Majority of Municipal Officers of Hampden, Maine

A True Copy:

ATTESTED: \_\_\_\_\_  
Town Clerk of Hampden, Maine

Date: \_\_\_\_\_

C-3-b

October 4, 2011

Mr. William Beardsley, Commissioner  
Maine Department of Conservation  
State House Station  
Augusta, ME 04444

RE: Grounding of the *Roamer* in Hampden, Maine

Dear Commissioner Beardsley,

The purpose of this letter is to notify the Department of Conservation pursuant to MRSA Title 12 §1866, Section 2 (C) that the Town Council of the Town of Hampden considers that the *Roamer*, owned by Joshua Mizrachi of Bangor, Maine is abandoned as defined in this statute.

This vessel ran aground on July 21, 2011. Since that time, several unsuccessful attempts have been made to refloat the vessel, which has significant damage. This vessel is aground on land owned by Waterfront Marine of Hampden, Maine and is an unsightly detriment to their business. Discussions with the boat owner indicated that the boat would be removed by September 15, 2011. That has not occurred.

We respectfully request that the Department of Conservation notify Mr. Mizrachi that the statutory 60 day time period to avoid further action on the removal of this vessel has been set in motion by the action of the Town in reporting the abandonment.

This is a serious situation which will only be made worse by time. This grounded, damaged vessel needs to be removed prior to the onset of winter to avoid it breaking up and posing hazards to navigation and the environment as a result.

Thank you, in advance, for your assistance in this matter. Please feel free to contact me at the above numbers if you require further information

Sincerely,

Susan Lessard  
Town Manager

cc. Dan Pritchard, Dept. of Conservation Bureau of Parks & Lands  
Lieutenant Commander Dave Sherry, USCG  
Darian Higgins, DEP Division of Response Services

C-3-c

**Michelle Tanguay**

---

**Subject:** Hazard Mitigation Plan

Good Afternoon,

After several long months of planning and working with MEMA & FEMA; the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan has been given Conditional Approval! This means we now have to get all Towns who participated in the plan to sign off on the resolution page. Once we get all the resolutions from all Towns then we will have final approval. Phewww....a long process I know.

Next Steps: I have attached your town's resolution page, can you please print on your town/city letterhead, have your selectmen sign and then return the original back to me. If your community does not have letterhead then please type a header in that spot.

*October 1*

Our goal is to get all resolution pages back by ~~September~~ *October 1*, 2011. If your community cannot make this deadline please contact me and we will make other arrangements.

The plan can be viewed on our webpage at [www.penobscotema.squarespace.com](http://www.penobscotema.squarespace.com) Please note the plan is still in track changes mode, per FEMA requirement until Final Approval is given. You may also stop by the County EMA office to view a paper copy of the plan if that is your preference. Our office is located at 97 Hammond Street, Bangor on the 3<sup>rd</sup> floor.

Thank you for your patience during this very long process, we should be all set for another 5 years!

Michelle Tanguay  
Deputy Director  
Penobscot County EMA  
97 Hammond Street  
Bangor, ME 04401  
Phone- 945-4750  
Fax- 942-8941

**Town of**  
**HAMPDEN**  
**RESOLUTION**

Whereas natural disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in the Town of Hampden;

Whereas the creation of the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

Whereas the Town is committed to the mitigation goals and measures as presented in this plan;  
and

Therefore, the Town hereby adopts the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan.

_____ Matthew Arnett, Mayor	_____ Date
_____ Andre Cushing III, Deputy Mayor	_____ Date
_____ Thomas Brann, Councilor	_____ Date
_____ William Shakespeare, Councilor	_____ Date
_____ Janet Hughes, Councilor	_____ Date
_____ Jean Lawlis, Councilor	_____ Date
_____ Vacant	_____ Date

**Article from the Citizen Journal that appeared in the September 15<sup>th</sup> edition.  
Photocopied version from the newspaper was barely legible so it has been  
transcribed in its entirety below.**

HAMPDEN COUNCIL TO DECIDE ON EXTENSION  
By Larry Grard

The Town Council on September 19<sup>th</sup> will decide if an extension should be granted on a comprehensive plan proposal .

Since early summer, the Citizen Comprehensive Plan Committee has been working on a revised plan that would comply with the town charter. But the original Sept 8<sup>th</sup> deadlines for submission to the town council and ultimately the planning board – has passed.

In a detailed letter, Shelley Blosser of the Citizen Comprehensive Plan Committee has requested an extension until Feb. 29.

Town Councilor Kristen Hornbrook praised the work of the Committee.

"They have done an awesome job", said Hornbrook, a member of the Hampden Area Landowners Association (HALO) which says the plan under consideration poses too many restrictions on landowners. "They have really made some good headway but they have been through only three sections and there are 18".

Hornbrook said that the committee has offered to extend its meetings from two to three hours to get the job done.

The September 19 town council meeting begins at 7 p.m. Hornbrook emphasized that the Council can accept the Feb 29 extension request, grant a shorter extension, or grant no extension at all, and pass the plan on to the planning board.

"As soon as it comes up at the council meeting, I'm going to make a motion to pass it," she said.

Should the Feb 29 extension be granted, the plan would be submitted well after the November municipal elections. Four councilors who favor the comprehensive plan are up for re-election.



# Maine Tree & Landscape Inc.

48 Church Rd.  
Bangor, ME 04401

# Invoice

Date	Invoice #
9/21/2011	730

C-4-a

Bill To
Town of Hampden 106 Western Ave. Hampden, ME 04444

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
	Removed dead trees in police station parking lot	1,100.00	1,100.00
<p>RESERVE</p> <p>ACCT. NO 3-702-00</p> <p><i>[Signature]</i></p> <p>DEPARTMENT HEAD SIGNATURE</p> <p>DATE 9-28-2011</p>			

**RECEIVED**  
SEP 26 2011  
30:-----

Thank you for your business.	<b>Total</b>	\$1,100.00
------------------------------	--------------	------------

C-4-b



Susan Lessard <manager@har

## Fwd: Land Mitigation

1 message

Wed, Sep 28, 2011 at 8:42 AM

Janet Hughes <hughestowncouncil@gmail.com>

To: Susan Lessard <manager@hampdenmaine.gov>

Sue,

Please attach the following to the Council Package.

Janet

----- Forwarded message -----

From: **Genest Emil** <egenest@sad22.us>

Date: Tue, Sep 27, 2011 at 12:50 PM

Subject: Land Mitigation

To: Valerie Chiang <valerie.chiang@maine.gov>, Scott Brown <scott.brown@maine.gov>

Cc: Lyons Richard <rlyons@sad22.us>, Ray Bolduc <ray.bolduc@wbrcae.com>, Nicholas Raymond <nraymond@sad22.us>, hughestowncouncil <hughestowncouncil@gmail.com>

Scott and Valerie,

This email refers specifically to the project budget line of 14 a. Wetland Compensation fee (see attached information)....In the project budget, \$50,000.00 is to be used to "install a trail system to provide recreational and educational opportunities", in lieu of paying Army Corp of Engineers' mitigation fees.....I am under the assumption that the \$50,000.00 is not paid directly to the Town of Hampden (lump sum), and the money is expended for rendered services to actually install/construct the trail.....

Please confirm my assumption or clarify how the \$50,000.00 is to be expended....Thank you.

--

Emil P. Genest  
Assistant Superintendent  
MSAD #22  
24 Main Road North  
Hampden, ME 04444  
(207) 862-3255  
Fax (207) 862-2789

**Compensation.pdf**  
228K

Town of Hampden requires 701 parking spaces for the proposed project. The applicant proposes to construct 408 parking spaces, which reduces impervious areas by 47,500 square feet. Finally, the majority of the site improvements are located on the eastern portion of the parcel, adjacent to previously degraded areas in order to avoid impacting the large contiguous forested wetland, and retaining walls are utilized where practicable to minimize wetland impacts.

C. Compensation. Compensation is required to achieve the goal of no net loss of wetland functions and values. The applicant proposes to alter 127,934 square feet (2.94) acres of forested wetland to construct the proposed project. The principal functions and values of the wetlands to be altered include providing wildlife habitat, minor absorption and adsorption of nutrients, and toxicant removal from the existing eastern developments. The applicant also indicated that the ecological integrity of 7 wetland areas to be altered is generally considered moderate to low given the previous agricultural disturbance, proximity of existing development, and limited areas of disturbance on site.

The applicant reviewed several possible locations for mitigation such as an in lieu fee and preserving alternate parcels of land adjacent to the proposed project. However, all of these options were discarded due to elevated costs or did not meet mitigation requirements. The applicant will mitigate for wetland impacts by preserving a 45 acre tract of land adjacent to Ammo Industrial Park on Route 202 and located within the same watershed as the proposed project. The preservation parcel is comprised of an indeterminate rated deer yard, several vernal pools, 1 significant vernal pool, associated wetlands, and a stream. Based on the habitats indicated, the preserved parcel has higher functions and values and is part of a larger tract of land measuring 235 acres owned by the Town of Hampden. Of the 235 acres, approximately 95 acres is proposed to be a "town forest". Approximately 50 acres of the "town forest" is slated for organized recreational sports fields. The applicant also proposes to install a trail system to provide recreational and educational opportunities. The applicant proposes to preserve 45 acres in perpetuity via a conservation easement. The applicant submitted the draft language for the conservation easement as part of Attachment 13-Compensation Plan. Within 90 days from the date of this Order, the applicant must submit final, recorded conservation easement language to the BLWQ for review.

Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed compensation plan and recommended that the applicant maintain the shelter quality of the deer yard through forest management designed to promote soft wood shelter. MDIFW requested that, prior to occupancy of the facility, a forest management plan for the mitigation parcel prepared by a professional forester that provides for the maintenance of the deer yard in perpetuity is submitted to the Department for review and approval.

Based on the information submitted, the Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed

## JOINT USE AGREEMENT

This Agreement is entered into by and between the Town of Hampden, a municipal corporation located in Penobscot County, Maine (hereinafter "Town"), and Maine School Administrative District / Regional School Unit #22, an educational entity formed under the laws of the State of Maine with a principal place of business in Hampden, Penobscot County, Maine (hereinafter "District").

## RECITALS:

- A. Town owns two parcels of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated December 20, 1994, recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263 (said parcels being depicted on Hampden Tax Map 6 as Lots 42A and 43B).
- B. District owns a parcel of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated May 5, 1992, recorded in said Registry of Deeds in Book 5059, Page 22 (said parcel being depicted on Hampden Tax Map 6 as Lot 43A). (Note: Is some of the proposed trail located on adjacent land of the District to the north?) [Tom, I'll check on this. I would also like to review title references.]
- C. Town and District desire to have a trail system developed on their properties for recreational use by members of the public and students of the District. The District, in cooperation with the Hampden Academy Boosters Club (hereinafter "Boosters Club") and the Hampden Education Athletic Trust (hereinafter "Trust"), will collaborate with other agencies, partners and organizations to secure funds toward the development of the trail system. The approximate location of the proposed trail system is shown on Exhibit A.
- D. The contemplated trail system will be approximately 1.8 miles in length, with a width ranging from 10 feet to 20 feet. The trail will be comprised of some wood chip pathways, some stone dust, and other materials. The trail system will also include 6 culverts and 2 bridges, one of which will be a bridge crossing Reeds Brook and one of which will be a small bridge crossing a wetland area, both designed to accommodate certain motorized vehicles. It is anticipated that grant applications will be submitted to seek funding for the trail and bridges. The trail system will also include approximately 12 small trail signs and one trailhead sign. The entire trail system, including the trail improvements and bridges, is hereinafter referred to as the "Facility".

NOW, THEREFORE, District and Town hereby agree as follows:

1. Term. This Agreement shall commence on its date of execution, and shall continue for a period of 10 years from the date on which the Recreational

Trail Committee certifies to District and Town that the Facility has been completed [and both the District and the Town accept such certification], unless sooner terminated as provided in Section 17.

2. Rights and Obligations of District. District shall be responsible for all required permitting and the construction of the Trail Facility. To that end, and subject to the provisions of Section 12 and Section 14 below, District Shall have the right to enter onto Town's property with persons and equipment to construct, maintain, repair, or replace the improvements to be located on Town's property, all of which shall be accomplished in a good and worker-like manner. Provided, however, that District shall restore the Town's property to the greatest practical extent after exercising any of the foregoing rights.
3. Cooperative Agreement. As provided herein, the parties agree to cooperate in coordinating programs and activities to be conducted on the Facility located on their respective properties. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and the portion of the Facility located thereon, and "User" shall mean the other party using the Owner's property and the portion to the Facility located thereon. "Public Access Hours" shall mean the hours during which the general public may use the Facility located on the Town property and District property.
4. Permitted Uses.
  - a. District shall be entitled to priority use of the Facility for school athletic meets involving cross country running and Nordic skiing. District shall notify Town in advance of any scheduled meet, and shall post "trail in use" signs at the trailhead during the meet. It is anticipated that there will be no more than 8 meets per year.
  - b. At all other times and subject to a schedule developed by Town and District, the Town shall be entitled to use the Facility for community recreational purposes for the benefit of District students, the District, and the Town at large.
  - c. An organized third party may use the Facility for a supervised event with a permit from the Trail Committee, and subject to the rules and regulations adopted by the District and the Town pursuant to Section 7 of this Agreement. The Trail Committee may impose conditions on any such permit.
5. Retention of Rights. Nothing in this Agreement shall be construed to limit or interfere with each party's legal rights to develop or use their respective properties so long as the use and development thereof does not materially alter

or modify the Facility. Each party shall have the right to re-locate the portion of the Facility located on that Party's property at its sole cost and expense.

6. Compliance with Law. All development and use of District property and Town property under this Agreement shall be in accordance with all applicable laws, ordinances, or regulations. Any actions taken by District or Town that are required by law, but are inconsistent with the terms of this Agreement, shall not constitute a breach of this Agreement.
7. Recreational Trail Committee. District and Town shall establish a Recreational Trail Committee, composed of four representatives of the District and four representatives of the Town. Each party shall be responsible for the appointment of its representatives to the Trail Committee. The purpose of the Trail Committee is to oversee the development and use of the Facility, to recommend rules and regulations for the District and Town to adopt to implement this Agreement, to monitor and evaluate the joint use project and this Agreement, and to confer and discuss operational or other issues that might arise during the term of this Agreement. The Trail Committee may also develop recommendations concerning the maintenance of, or improvements to, the Facility. At least once per year, the Trail Committee shall cause the Facility to be inspected, and shall prepare a proposed maintenance and/or repair work plan for consideration by District and Town.
8. Scheduling Use of Facility. District and Town shall each designate an individual to jointly administer this Agreement, and to develop a master schedule for joint use of the Facility to allocate use thereof to the District, Town, and Public Access Hours. District and Town representatives shall meet periodically with the Trail Committee to review and evaluate the status and condition of the Facility and to modify or confirm the schedule.
9. Public Access Hours.
  - a. The parties agree that the general public may use the Facility for passive outdoor recreational activities, such as hiking, walking, running, biking, or snowshoeing. The Facility may also be used for snowmobiling when the ground is covered with snow, but other motorized vehicles, such as all terrain vehicles, shall be prohibited. Provided, however, that the use of motorized vehicles for emergency or maintenance purposes is permitted. The Public Access Hours shall be from one hour before sunrise to one hour after sunset. Each party may impose limitations and restrictions on Public Access Hours during activities sponsored by that party.
  - b. In the event the District determines that a particular use of the Facility is unsafe for District students, including without limitation

snowmobiling, District may refer the matter to the ~~Recreational~~ Trail Committee for review, evaluation, and development of a recommendation to District and Town for alleviation or mitigation of the safety concern. Hunting shall be prohibited at all of the Facility.

10. Parking. District agrees that its parking facilities may be used for public parking associated with any event sponsored or organized by the Town's Recreation Department, and during Public Access Hours, the approximate location of said parking facilities being shown on Exhibit A.
11. Funding. District and Town acknowledge and agree that neither party is obligated to provide funding for the design, creation nor construction of the Facility, and that the parties are contemplating grant funding for the project. District shall be the lead agency for any grant applications. If grants are awarded for the project, the Trail Committee shall review the same and make a recommendation to District and Town concerning the portion of the proposed Facility that may reasonably be accomplished with the available funding. At that time, District and Town shall consult to agree upon the scope of the project.
12. Approval of Plans. No construction of the Facility shall commence until the District and Town have reviewed and approved the final design thereof and any construction documents or contracts.
13. Improvements and Modifications. Once the plans have been approved, no modification thereof shall be made without prior approval of District and Town. Once the Facility has been constructed, no modifications or improvements thereto shall be made without the prior written consent of the Owner of the property on which the modification or improvements to the Facility are to be located. Any such modifications or improvements shall be at the expense of the requesting party, unless otherwise agreed upon.
14. Liability and Indemnification. Each party enjoys certain immunities from liability under the Maine Tort Claims Act, and nothing in this Agreement shall be construed to be a waiver of those immunities by either party.
  - a. Town shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Town, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act.

- b. District shall defend, indemnify, and hold the Town, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act. [Tom, I am checking to see if District has insurance coverage for indemnity.]

Each party agrees to provide liability coverage for its property and the portion of the Facility located thereon as part of its risk pool coverage or insurance coverage

15. Responsibility for Damage. Town shall be responsible for the repairs of any damage to the Facility due to, or as a result of, Town's use of the Facility as part of any organized activity sponsored by its Recreation Department. District shall be responsible for all other repair of any damage to the Facility. The repairs shall be sufficient to restore the Facility to its condition prior to such damage, and shall be made in a reasonable time after the damage occurs or is discovered. Each party shall report any damage to the other party.
16. Maintenance of Facility. Each party shall restore the Facility to a clean and neat order after any use thereof by the party. Otherwise, District agrees to perform routine maintenance of the Facility, and to repair or replace the same, at no cost to Town.
17. Termination. This Agreement may be terminated in writing by either party if the contemplated funding for the Facility is not ~~received~~ awarded by one year from the date of this Agreement or the other party has breached the terms of this Agreement and the breach has not been cured within 30 days of receipt of written notice of the breach. In addition, either party may terminate this Agreement in writing if the terms and conditions of any funding grant are unacceptable to that party. The terminating party must provide written notice of the termination within 30 days of its receipt of the terms and conditions of any funding grant.
18. Encumbrances. Neither party shall encumber, nor permit the encumbrance of, the other party's property without that party's written consent. For the purposes hereof, encumbrance shall include subjecting either party's property to any conditions of any funding sources.
19. Entire Agreement; Interpretation of Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and supersedes any prior negotiations, representations, agreements or understandings. In interpreting this Agreement, no ambiguity shall be

resolved against either party on the premise that it, or its attorney, was responsible for drafting this Agreement or any provision hereof.

20. Amendment. This Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument duly executed by both parties.

21. Notice. All notices to be given by the parties shall be in writing and shall be either delivered personally, or mailed by certified mail (return receipt requested), as follows:

If the Town: Susan M. Lessard, Town Manager  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

If to District: Richard A. Lyons, Superintendent  
M.S.A.D. #22  
24 Main Road North  
Hampden, ME 04444

Each party reserves the right to change its notification contact or address by written notice to the other party.

22. Counterparts. This Agreement may be signed in counterparts, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Witness

M.S.A.D. #22

By: \_\_\_\_\_  
Richard A. Lyons, Its Superintendent

Town of Hampden

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Susan M. Lessard, Its Town Manager

C-4-d

# MAINE MUNICIPAL ASSOCIATION VOTING DELEGATE CREDENTIALS

\_\_\_\_\_ is hereby designated as the official Voting Delegate and  
(name)  
\_\_\_\_\_ as the alternate voting delegate for \_\_\_\_\_  
(name) (municipality)  
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,  
Thursday, October 6, 2011, 8:00 a.m., at the Augusta Civic Center, Augusta, Maine.

*The Voting Delegate Credentials may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.*

Date: \_\_\_\_\_ Municipality: \_\_\_\_\_

**Signed by a Municipal Official designated by a majority of Municipal Officers:**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Or Signed by a Majority of Municipal Officers:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return this form no later than **Monday, October 3, 2011** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

**MMA Annual Business Meeting  
Maine Municipal Association  
60 Community Drive  
Augusta, Maine 04330  
FAX: 207-626-3358**

**Maine Municipal Association  
Annual Business Meeting  
Thursday, October 6, 2011  
8:00 a.m. – 8:30 a.m.  
Augusta Civic Center  
Level 1 – Cumberland Room**

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**AGENDA**

- 1. Introductions and Welcoming Remarks – MMA President Mark Green,  
(Town Manager, Town of Sanford)**
- 2. Approval of 2010 Annual Business Meeting Minutes**
- 3. Other Business (*comments from the floor*)**
- 4. Executive Director Report - Christopher Lockwood**
- 5. Adjournment**

# PENQUIS

Helping Today • Building Tomorrow

Q-4-e

September 26, 2011

Susan Lessard  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

Dear Ms. Lessard:

Penquis is seeking funding to offer CAST (Coping and Support Training) to students of Hampden Academy.

CAST is a school-based prevention program that targets young people in grades 9-12. CAST's skills training sessions target three overall goals: increased mood management (depression and anger), improved school performance, and decreased drug involvement. Group sessions focus on group support, goal setting and monitoring, self-esteem, decision-making skills, better management of anger and depression, "school smarts," control of drug use with relapse prevention, and self-recognition of progress through the program. Each session helps youth apply newly acquired skills and increase support from family and other trusted adults. Detailed lesson plans specify the type of motivational preparation, teaching, skills practice, and coaching activities appropriate for at-risk youth. Every session ends with "Lifework" assignments that call for the youth to practice the session's skills with a specific person in their school, home, or peer-group environment. CAST has been tested and proven effective, and is on the U.S. Department of Substance Abuse and Mental Health Services Administration's Registry of Evidenced-based Programs and Practices.

Hampden Academy is supportive of this effort and will work with Penquis to make this opportunity available to students.

This project will require a budget in excess of \$20,000. Penquis asks the Town of Hampden to consider funding CAST to support the health and well being of area students.

Please contact Tamar Mathieu at 973-3671 or 1-800-215-4942 ext. 671 with any questions. I look forward to hearing from you.

Sincerely,



Charles R. Newton  
Chief Executive Officer

---

262 Harlow Street (207) 973-3500  
PO Box 1162 Fax (207) 973-3699  
Bangor, Maine 04402 TDD (207) 973-3520  
www.penquis.org 1-800-215-4942



**Department of Public Safety  
Division**



**Liquor Licensing & Inspection**

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

<b><u>BUREAU USE ONLY</u></b>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

**PRESENT LICENSE EXPIRES** 11.4.10

**INDICATE TYPE OF PRIVILEGE:**  MALT     SPIRITUOUS     VINOUS

**INDICATE TYPE OF LICENSE:**

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTIONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)

- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: \_\_\_\_\_

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>John D. Lafayette, III</u> DOB: <u>9.17.55</u>		2. Business Name (D/B/A) <u>White House Motel, Inc</u>	
<u>Carla J. Lafayette</u> DOB: <u>2.8.56</u>		<u>F: 1: buster Lounge</u>	
Address <u>155 Littlefield Avenue</u>		Location (Street Address) <u>155 Littlefield Avenue</u>	
City/Town    State    Zip Code <u>Bangor, ME    04401</u>		City/Town    State    Zip Code <u>Bangor, ME    04401</u>	
Telephone Number    Fax Number <u>207.862.3737    207.862.3737</u>		Business Telephone Number    Fax Number <u>207.862.3737    207.862.3737</u>	
Federal I.D. # <u>01-0381910</u>		Mailing Address <u>same as above</u>	
		Seller Certificate # <u>200081</u>	

- 3. If premises are a hotel, indicate number of rooms available for transient guests: 77    \$ 38,000
- 4. State amount of gross income from period of last license: ROOMS \$ 1.4mil    FOOD \$ \_\_\_\_\_    LIQUOR \$ \_\_\_\_\_
- 5. Is applicant a corporation, limited liability company or limited partnership?    YES     NO

complete Supplementary Questionnaire ,If YES

- 6. Do you permit dancing or entertainment on the licensed premises?    YES     NO
- 7. If manager is to be employed, give name: Peggy Brown
- 8. If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_  
Requested inspection date: \_\_\_\_\_    Business hours: \_\_\_\_\_
- 9. Business records are located at: 155 Littlefield Avenue, Bangor, ME 04401
- 10. Is/are applicants(s) citizens of the United States?    YES     NO

11. Is/are applicant(s) residents of the State of Maine? YES  NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
John D. Lafayette, III	9.17.55	Bangor, ME
Carla J. Lafayette	2.8.56	Bangor, ME
Margaret A. Brown	3.22.67	Bangor, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

All Hampden, ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO

Name: Filibuster Lounge Date of Conviction: 11.2.96  
Offense: possession of alcohol after hours Location: lounge  
Disposition: fined

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  
Yes  No  If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES  NO

16. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 77 room hotel, white 3 stories w/full basement

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES  NO  Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 3 miles Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Hampden, Maine on 9.26., 20 11  
Town/City, State Date

Please sign in blue ink

C.J. Lafayette  
Signature of Applicant or Corporate Officer(s)

\_\_\_\_\_  
Signature of Applicant or Corporate Officer(s)

C.J. Lafayette

Print Name

Print Name

**NOTICE – SPECIAL ATTENTION**

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

**FEE SCHEDULE**

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	

**FILING FEE**..... \$ 10.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: Hampden, Maine Penobscot ss  
City/Town (County)

On: October, 2011  
Date

The undersigned being:  Municipal Officers  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: Hampden, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

STATE OF MAINE  
**Liquor Licensing & Inspection Unit**  
 164 State House Station  
 Augusta, Maine 04333-0164  
 Tel: (207) 624-7220 Fax: (207) 287-3424

**SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS**

1. Exact Corporate Name: White House motel, Inc  
 Business D/B/A Name: Filibuster Lounge
2. Date of Incorporation: 5.27.1982
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:  
 \_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
John D. Lafayette, III	155 Litchfield Ave Bangor, ME 04401	9/17/55	50%	Pres.
Carla J. Lafayette	Same	2/8/56	50%	Tres.
George Eaton	84 Harlow St Bangor, ME 04401	-		clerk
Jackie Rowcliffe	P.O. Box 59 Hampden, ME 04444	7/23/63		director

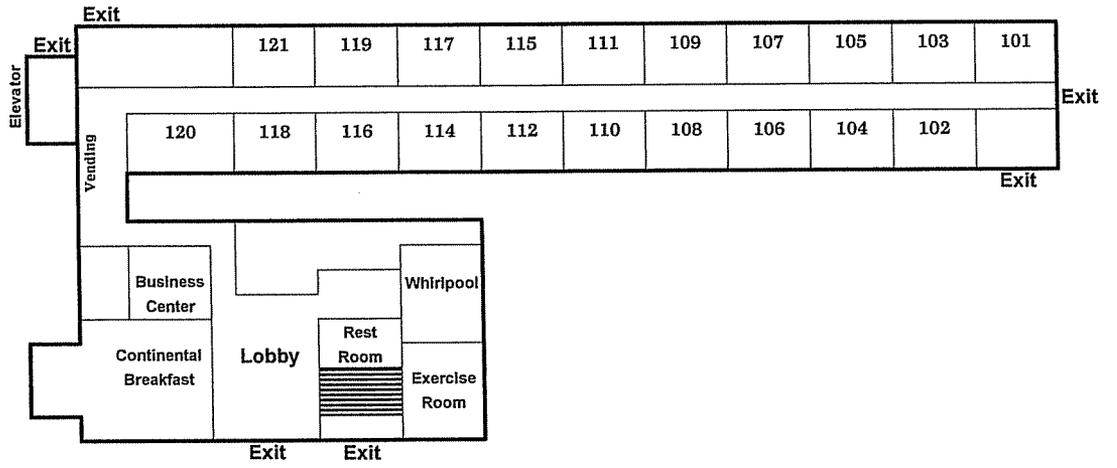
6. What is the amount of authorized stock? 100,000 Outstanding Stock? 0
7. Is any principal officer of the corporation a law enforcement official? ( ) YES (  ) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? (  ) YES ( ) NO.
9. If yes, please complete the following: Name: Filibuster Lounge  
 Date of Conviction: 11.2.96 Offense: possession of alcohol after hours  
 Location: lounge Disposition: fined  
 Dated at: Hampden On: 9.26.11  
City/Town Date

CJ Lafayette  
 Signature of Duly Authorized Officer

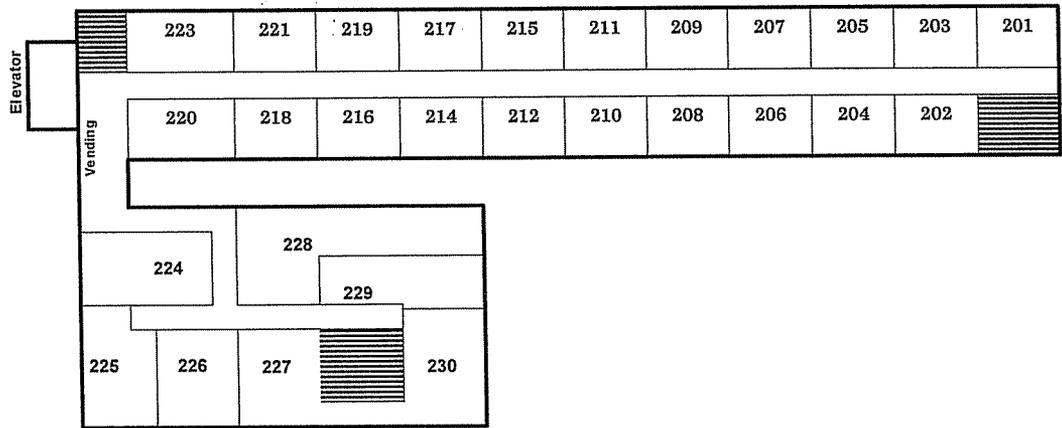
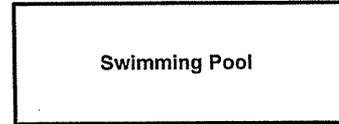
Date: 9.26.11

CJ Lafayette  
 Print Name of Duly Authorized Officer

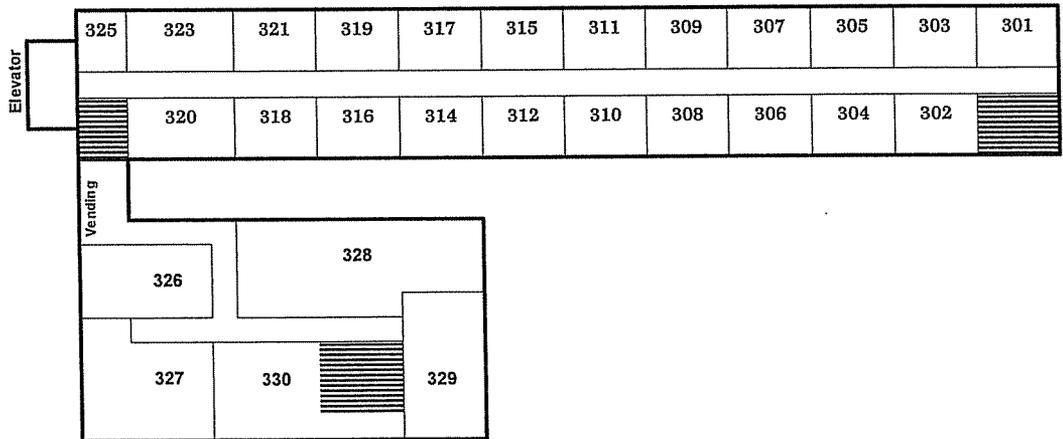
Best Western White House Inn



First Floor



Second Floor



Third Floor

