



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 17, 2011

7:00 P.M.

• **5:30 pm – FINANCE COMMITTEE MEETING**

A. CONSENT AGENDA

1. SIGNATURES
2. SECRETARY'S REPORTS
3. COMMUNICATIONS

- a. Brian Moussally – New Application for Recreation Committee – Referral to Services Committee

4. REPORTS

- a. Finance Committee Minutes – 10/3/2011

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Application for Renewal of Victualers License received from Hannaford Bros. Co. d/b/a Hannaford Supermarket & Pharmacy #8417 at 77 Western Avenue
- b. General Assistance Ordinance – Adoption of Appendixes A, B & C for 2011/2012

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

3. UNFINISHED BUSINESS

- a. Council Committee Assignments
- b. Hampden Academy Re-use Update
- c. Hamlin's Marina/Town – Land Transfer Agreement

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

- d. Authorization to Fund Comp Plan Costs – Finance Committee Recommendation
- e. Epstein Commercial Real Estate/Town - Exclusive Authorization to Sell – Hampden Business Park – Planning & Development Committee Recommendation

4. NEW BUSINESS

- a. Change of Name of Hampden Business and Commerce Park to “Hampden Business Park” – Planning & Development Committee Recommendation
- b. Offer for Lot #5, Hampden Business Park – Finance Committee Recommendation
- c. Municipal Building Reserve Use - \$1,100 – Maine Tree & Landscape
- d. Application for Renewal of Liquor License received from Bangor Tennis & Recreation Club at 60 Mecaw Road

D. COMMITTEE REPORTS

E. MANAGER’S REPORT

F. COUNCILORS’ COMMENTS

G. ADJOURNMENT

FINANCE COMMITTEE MEETING MINUTES

Monday, October 3, 2011

Attending:

- | | |
|-----------------------------|-------------------------------|
| Mayor Janet Hughes | Councilor Andre Cushing |
| Councilor Tom Brann | Councilor William Shakespeare |
| Councilor Jean Lawlis | |
| Councilor Kristen Hornbrook | |

1. Review Minutes of 9/19/2011 – The minutes were reviewed and approved by consensus.
2. Review & Signature of Warrants – Committee members reviewed and signed the payment warrants.
3. Old Business
 - a. Code of Ethics/Council Rules Review – Mayor Hughes provided a draft of the Code of Ethics for review by the Committee incorporating changes that had been suggested as part of earlier meetings and using language from Codes of Ethics from other communities (copy attached). There was discussion as to whether there should be a standing Board of Ethics, an assembled-as-needed Board of Ethics, or no Board of Ethics. There was also concern expressed over the language still presented in the political activities section of the Code. Committee members were asked to review the draft and be prepared to discuss it at the 10/17/2011 Finance Committee Meeting.

Also mentioned under this item was the need for a policy on email use and how the Freedom of Information act related to email.
 - b. Personnel Handbook – This item was postponed until 10-17 due to lack of time.
 - c. Comp Plan Costs – Councilor Hornbrook – The Town Manager presented the information supplied by the Town attorney in response to questions regarding funding for the comp plan. According to the Town Attorney, the Host Community Benefit account was authorized in a vote in 2006, but the \$35,000 limit authorized in a separate motion has been exceeded by \$5,479.68. Motion by Councilor Brann, seconded by Councilor Lawlis to recommend to the full council that the expenditures over the \$35,000 limit be paid from Host Community Benefit. Vote 5-1 (Hornbrook).

4. New Business

- a. Penquis Funding Request – The Town Manager explained that Penquis had contacted the Town about providing a letter to them in regard to funding of a CAST program at Hampden Academy. The request was for \$20,000, and Penquis understood that there was no budget for such an expenditure, however, they needed a formal letter from the Town turning down the request in order to apply for a grant for the program. Motion by Councilor Shakespeare, seconded by Councilor Brann to recommend to the full council that the funding request from Penquis be denied. Vote 6-0.

5. Public Comment –

Alex King expressed concern over the Council decision to consider Outside Agency funding at the time of the next budget. He indicated that he would begin a referendum process if necessary in order to have this subject addressed prior to the budget consideration. Some committee members indicated that they were willing to discuss this subject prior to budget. This subject will be put back on the Finance Committee agenda for further consideration.

Jeremy Williams suggested not using email for any confidential documents to avoid potential problems with such information becoming part of the public record. He suggested providing such documents in writing to Councilors clearly marked as confidential.

6. Committee Member Comments

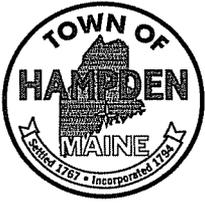
Councilor Shakespeare noted that some of the lights in the parking lot were not functional, and some of the lights in the Council Chambers were not functional as well.

Councilor Cushing stated that he listens to constituents concerns but it is not always possible to vote the way a specific individual wants, that he has to consider the impact and fairness to all residents.

Councilor Lawlis stated that she would be willing to discuss the Outside Agencies subject again and develop a more standardized way of handling such requests.

Respectfully submitted,

Susan Lessard
Town Manager



C-1-a

TOWN OF HAMPDEN
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 10/17/2011

Public Hearing: Yes X No

- Application for Liquor License
- Application for Victualer's License
- Application for Off-premises Catering
- Application for Outdoor Wood-burning Furnace License

NAME: Hannaford Supermarket & Pharmacy #8417
Business Name Individual

ADDRESS: 77 Western Ave. PHONE: 885-3321

MAP/LOT: Map 31, Lot 2 DATE: 9/22/2011

DEPARTMENT REPORT:

Appears to comply with the Town of Hampden
Victualer's Ordinance.

DATE: 10/12/11

BY: *Ben Jh*
Title: CODE ENFORCEMENT OFFICER

BY: *James A. Pugh*
Title: FIRE BUILDING INSPECTOR

TOWN OF HAMPDEN, MAINE

APPLICATION FOR VICTUALER'S LICENSE

DATE: 9-9-11 PHONE NUMBER: 207-885-3321

NAME(S): HANNAFORD BROS. Co.

ADDRESS: 145 PLEASANT HILL Rd., SCARBOROUGH, ME 04104

NAME OF BUSINESS: HANNAFORD SUPERMARKET & PHARMACY #0417

LOCATION OF BUSINESS: 77 Western Ave, Hampden, ME 04444

SIGNATURE: Judy Knapp

(FOR TOWN USE ONLY)

*This facility has been inspected and meets ordinance criteria.

Ben J.
Code Enforcement Officer

David A. Pugsley
Fire Inspector/Building Inspector

*All sewer user fees and personal property taxes are paid in full to date.

Cheryl M. Johnson
Tax Collector

Chris L. Bissard
Town Treasurer

Please return completed form to: **Town Clerk**
Town of Hampden
106 Western Avenue
Hampden, ME 04444

LICENSE FEE: \$125.00 Date Received/Fee Paid: SEP 22 2011 1#125.00
(Fee Includes Notice of Public Hearing)

C-1-b

GENERAL ASSISTANCE ORDINANCE APPENDICES A-C 2011-2012

The Municipality of HAMPDEN adopts the MMA Model Ordinance GA Appendices (A-C) for the period of Oct. 1, 2011—Oct. 1, 2012. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of OCTOBER (month) 2011 (year) by the municipal officers:

(Print Name)

(Signature)

(Print)

(Signature)

GA Overall Maximums

Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	611	712	909	1155	1304
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	623	625	751	939	1151
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	523	655	800	1013	1122
Portland HMFA: Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	812	964	1249	1573	1686
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1013	1020	1222	1781	1940
Cumberland County HMFA: Baldwin, Bridgton, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	674	794	1024	1223	1567
Brunswick	676	808	1043	1322	1585

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2012, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	46.51	200
2	85.35	367
3	122.33	526
4	155.35	668
5	184.42	793
6	221.40	952
7	244.65	1,052
8	279.53	1,202

Note: For each additional person add \$150 per month.

Non-Metropolitan FMR Areas

<u>Waldo County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		116	497	128	552
1		119	510	136	583
2		139	597	162	698
3		170	729	199	856
4		170	729	207	892

<u>Washington County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		93	402	108	463
1		95	410	113	488
2		108	465	134	575
3		134	575	166	713
4		134	575	176	756

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		96	413	111	476
1		106	455	127	548
2		132	569	162	698
3		170	730	207	891
4		176	756	230	988

<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		99	424	114	491
1		99	424	114	491
2		100	429	131	565
3		125	538	164	707
4		145	622	201	865

<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		83	357	96	412
1		103	445	120	518
2		123	528	146	629
3		157	673	186	800
4		160	687	203	871

Maine School Administrative District No. 22

C-3-b

24 Main Road North • Hampden, ME 04444 • Phone (207) 862-3255 • Fax (207) 862-2789

RICHARD A. LYONS
Superintendent of Schools
rlyons@sad22.us

EMIL P. GENEST
Assistant Superintendent
for Business
egenest@sad22.us

October 12, 2011

Sue Lessard, Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Dear Sue:

This is to officially inform you that the MSAD #22 Board of Directors, at their regular meeting of October 5, 2011, voted to offer to the Town of Hampden the existing Hampden Academy property located at 1 Main Road North.

The Board of Directors endorsed the recommendation of its Ad Hoc Re-use Committee. The exact motion reads:

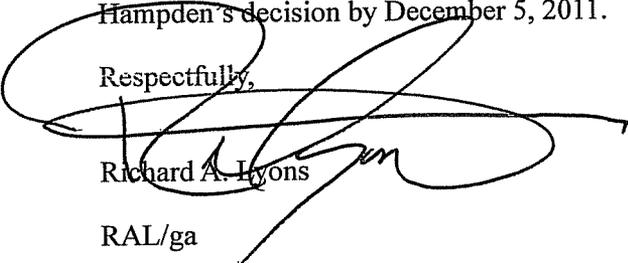
“To offer the old existing Hampden Academy property (including buildings) to the Town of Hampden for the recently appraised value of \$1,000,000 minus Hampden’s share (approximately 61%) of assessment, in accordance to state law. The MSAD #22 Board of Directors asks for the Town of Hampden to respond within 60 calendar days and also expects the offer to include that the Town of Hampden commits to making adequate provisions, to the satisfaction of the MSAD #22 Board of Directors, to preserve the 1843 structure.”

The fiscal computation of the offer is:

\$1,000,000.00	(Appraisal)
<u>x 38.61%</u>	(100% - 61.39% = 38.61%)
\$386,100.00	(Sale Price)

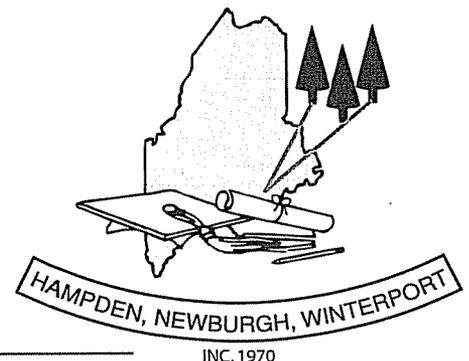
Sue, please contact me with any specific questions. As noted previously, please let me know the Town of Hampden’s decision by December 5, 2011.

Respectfully,


Richard A. Lyons

RAL/ga

cc: Tim Pease, Chair, Board of Directors
Kelly Bickmore, Vice Chair, Board of Directors
Emil Genest, Assistant Superintendent for Business



C-3-c

LAND TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into by and between **THE TOWN OF HAMPDEN**, a body politic and corporate and an instrumentality of the State of Maine, with a mailing address of 106 Western Avenue, Hampden, Maine 04444 ("The Town"), and **HAMLIN'S MARINA, HAMPDEN**, a Maine corporation with a principal place of business in Waterville, Maine ("Hamlin's").

Recitals

WHEREAS, The Town owns certain real property situated southerly of Route 1A in Hampden, Maine, said property being more particularly described in the deed from the City of Bangor to the Town of Hampden, dated June 23, 1982, and recorded in the Penobscot County Registry of Deeds in Book 3314, Page 273, and being depicted on a plan recorded in said Registry in Map File D35-82 (the "Town's Property");

WHEREAS, the Town's Property is commonly known as the "Hampden Marina";

WHEREAS, Hamlin's is the lessee of portions of the Hampden Marina by virtue of a certain Lease with The Town, dated April 7, 2006, a memorandum of which is recorded in said Registry in Book 10388, Page 174 (the "Lease");

WHEREAS, pursuant to the Lease, Hamlin's leases from The Town those portions of the Hampden Marina depicted as Parcel A and Parcel B on Schedule A attached hereto and hereby incorporated by reference (collectively, the "Leased Premises");

WHEREAS, the Hampden Marina was developed with the assistance of state and federal grants and is subject to a certain Land and Water Conservation Fund and Boat Facilities Fund Project Agreement between The Town and the State of Maine Bureau of Parks and Recreation, dated October 29, 1981 (the "Project Agreement");

WHEREAS, Hamlin's owns certain real property situated southerly of Route 1A in Hampden, Maine, and adjacent to the Town's Property on a peninsula formed by the Penobscot River and Turtle Head Cove (a.k.a. Sucker Brook), said property being more particularly described in the deed from Hayward Lee Crockett and Margaret Keegan Crockett, dated December 27, 2010, and recorded in said Registry in Book 12366, Page 3 (the "Peninsula Property");

WHEREAS, Hamlin's and Chevron Environmental Management Company ("Chevron") entered into a certain Option Agreement, dated as of March 24, 2011, which granted to Chevron the option to purchase the Peninsula Property on the terms and conditions set forth in said Option Agreement;

WHEREAS, Chevron has assigned to The Town the Option Agreement and the rights granted thereby;

WHEREAS, Hamlin's desires to acquire a portion of the Town's Property from The Town, and The Town desires to convey a portion of the Town's Property to Hamlin's, as the same is depicted on Schedule B attached hereto and hereby incorporated by reference (the "Subject Property"), upon the terms and conditions set forth below, and in connection with the transfer of the Peninsula Property to The Town pursuant to the Option Agreement; and

WHEREAS, the parties desire to release the Subject Property from the operation of the Project Agreement and to convert the Project Agreement to be applicable instead solely to the Peninsula Property.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hamlin's hereby agrees to acquire from The Town and, for consideration paid, The Town hereby agrees to convey to Hamlin's, the Subject Property together with any of The Town's interest in and to all improvements located thereon, upon the terms and conditions set forth below.

Terms and Conditions

1. Consideration. The Town and Hamlin's acknowledge and agree that the total consideration for the Subject Property shall be the mutual covenants and agreements set forth herein, together with the rights and obligations set forth in the Option Agreement.
2. Deed; Survey and Legal Description; Easements.
 - a. *Deed.* At the closing of the sale, The Town shall deliver to Hamlin's a duly executed and acknowledged Municipal Quitclaim Deed, in accordance with the Maine Short Form Deeds Act, Title 33 M.R.S. §§ 761 *et seq.*, ("Deed"), conveying the Subject Property free of all encumbrances except covenants, conditions, leases, easements, and restrictions of record which do not materially or adversely affect (a) the continued current use of the Subject Property; or (b) Hamlin's contemplated use of the Subject Property. Hamlin's may, in its sole discretion, designate an alternative grantee for the Subject Property or for any portion thereof.
 - b. *Survey and Legal Description.* Hamlin's and The Town acknowledge that the boundaries of the Subject Property may be adjusted by mutual agreement in order to facilitate the conversion of the Project Agreement or if otherwise desirable. The Town and Hamlin's shall cooperate to obtain a recordable survey of the Subject Property, as the same may have been reconfigured, prepared by a Maine

Registered Land Surveyor (the "Survey"). The Deed shall include a legal description of the Subject Property derived from the Survey.

- c. *Easements.* The Town and Hamlin's acknowledge and agree that certain easements will need to be reserved and/or granted in order to facilitate the full use and enjoyment of both the Subject Property and the Peninsula Property, including, but not limited to, access and utility easements. The parties shall work together in good faith to identify and to establish such easements as shall be reasonably necessary for Hamlin's use of the Subject Property and for The Town's use of the Peninsula Property.

3. Title. Within ten (10) business days of the Effective Date, as that term is defined below, The Town shall provide to Hamlin's any existing abstract of title, title insurance policy, survey, surveyor reports, survey data, engineering reports, environmental and hazardous substance assessment reports, or other information that would be useful to Hamlin's that is in The Town's possession or subject to The Town's control. The cost for any title examination, including title insurance premiums, shall be the responsibility of Hamlin's. If Hamlin's finds title to the Subject Property not to be good and marketable, then the closing shall be delayed for not more than thirty (30) calendar days in order for The Town to cure the defect or defects. If such defect or defects cannot be removed by The Town (The Town having used reasonable efforts), Hamlin's may, at Hamlin's sole option, either (a) terminate this Agreement, in which event all parties shall be released from their obligations under this Agreement; or (b) accept such title as The Town can convey.

4. Possession; Property Condition.

- a. *Possession.* The Town shall deliver exclusive possession of the Subject Property to Hamlin's at the time of the delivery of the Deed, subject only to those leases identified on Schedule C attached hereto and hereby incorporated by reference.
- b. *Assignment of Leases, Rent Advances, and Security Deposits.* The Town agrees to transfer to Hamlin's at closing, by proper assignment thereof, all of The Town's rights under the leases identified in Schedule C together with any rent advances, security deposits, or similar funds currently held by The Town pursuant to said leases.
- c. *Property Condition.* At closing, the Subject Property shall be in substantially the same condition as at present, excepting reasonable use and ordinary wear and

tear, but only to the extent that The Town is in possession of the Subject Property, it being acknowledged that portions of the Subject Property are subject to the leases identified in Schedule C.

5. Closing. The Closing shall take place at the offices of Eaton Peabody, 80 Exchange Street, P.O. Box 1210, Bangor, Maine 04402-1210, or such other location selected by mutual agreement of the parties, within thirty (30) days of the completion of the conversion of the applicability of the Project Agreement from the Subject Property to the Peninsula Property, on such date as the parties shall mutually agree, unless the Closing is delayed in accordance with Section 3 above. Notwithstanding the foregoing, either party may elect to effectuate the closing by mail. Hamlin's shall be responsible for costs of closing, except that each party shall pay its own closing fees. At the Closing, The Town shall deliver to Hamlin's the executed Deed. The Town further agrees to deliver to Hamlin's at the Closing executed originals of any documents customarily required, including, but not limited to, a Certificate of Non-Foreign Status (as may be required by Internal Revenue Service regulations), and a title insurance "The Town's Affidavit" regarding mechanics liens and persons-in-possession.
6. Closing Adjustments. The following pro-rations shall be made based on the date of Closing:
 - a. Assessments, rents, and utilities, if any;
 - b. The Maine real estate transfer tax shall be paid by The Town and Hamlin's in accordance with 36 M.R.S. § 4641-A, unless either is exempt from paying the same in accordance with 36 M.R.S. § 4641-C; and
 - c. The recording fee for the Deed will be paid by Hamlin's.
7. Inspections. The Town grants to Hamlin's, and to Hamlin's duly authorized agents and employees, the right, during the period of this Agreement, to enter upon the Subject Property to conduct whatever tests and inspections of the Subject Property that Hamlin's deems necessary or desirable. Hamlin's shall restore the Subject Property to its condition prior to such tests and inspections, to the extent reasonably possible. In the event the results of such tests or inspections are unsatisfactory to Hamlin's, in Hamlin's sole discretion, Hamlin's may terminate this Agreement upon written notice to The Town. Upon termination of this Agreement, all parties shall be released from their obligations under this Agreement.

8. Underground Storage Facility. Pursuant to 38 M.R.S. §§ 563(6) and (10), The Town shall execute and deliver to Hamlin's at the closing an underground storage facility disclosure in substantially the form attached hereto as Schedule D and incorporated herein by reference.
9. Default. In the event Hamlin's fails to fulfill any of Hamlin's obligations hereunder, then The Town's sole remedy shall be to terminate this Agreement. In the event The Town fails to fulfill any of The Town's obligations hereunder, then Hamlin's may, at Hamlin's option, pursue any remedies at law or equity, including specific performance.
10. Broker's Commission. Any real estate commission due as a result of this transaction shall be paid by the party who has engaged said broker.
11. Risk of Loss. All risk of loss to the Subject Property prior to the Closing shall be borne by The Town; provided, however, that all risk of loss to any of Hamlin's personal property or improvements located on the Subject Property shall be borne by Hamlin's. In the event that, prior to the Closing, the Subject Property is destroyed or substantially damaged, Hamlin's may either (a) terminate this Agreement, or (b) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same.
12. Contingencies. The obligations of the parties hereunder are expressly contingent on the satisfaction of each of the following contingencies:
 - a. *Exercise of Option Agreement*. The obligations of the parties hereunder are contingent upon The Town exercising its rights to purchase the Peninsula Property pursuant to the Option Agreement and completing the transfer contemplated therein.
 - b. *Conversion of Project Agreement*. The obligations of the parties hereunder are contingent upon the conversion of the applicability of the Project Agreement from the Subject Property to the Peninsula Property. The Town agrees that it shall undertake all steps reasonably necessary to effectuate such conversion and shall diligently pursue the same in good faith. In the event that The Town is

unable to complete such conversion, The Town shall, at Hamlin's option, convey to Hamlin's the Peninsula Property.

- c. *Approval of Counsel.* The validity of the transaction contemplated by this Agreement and the form and substance of all opinions, instruments, and other documents or certificates to be delivered by each party shall be reasonably satisfactory to the other party's legal counsel.

In the event that any or all of the foregoing contingencies are not satisfied, either party may elect to terminate this Agreement, or either party may elect to consummate the transfer of the Subject Property in accordance with the terms of this Agreement.

13. General Provisions.

- a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, personal representatives, and assigns.
- b. This Agreement and the Option Agreement collectively constitute the entire agreement between the parties, supersede all prior negotiations and understandings between them, and shall not be altered or amended except by a written amendment signed by The Town and Hamlin's.
- c. This Agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall constitute but one and the same Agreement.
- d. This Agreement may be assigned by Hamlin's without the need to obtain The Town's consent thereto.
- e. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.
- f. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine.
- g. All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service, if sent by reputable overnight carrier or served personally on the party to whom notice is to be given, or on the date of mailing. If mailed,

all notices are to be sent by overnight carrier or first-class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO BUYER: Hamlin's Marina, Hampden
100 Marina Road
Hampden, ME 04444
Attn: Daniel Higgins

WITH A COPY TO: Eaton Peabody
80 Exchange Street
P.O. Box 1210
Bangor, Maine 04402-1210
Attn: John R. Canders, Esq.

TO SELLER: Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Attn: Dean Bennett, Dir. of Economic & Community Development

WITH A COPY TO: Farrell Rosenblatt & Russell
61 Main Street, Suite 1
Bangor, Maine 04401
Attn: Thomas A. Russell, Esq.

Either party may change its address for purposes of this section by giving the other party notice of the new address in the manner described herein.

14. Hamlin's Building Plans. The Town acknowledges that Hamlin's desires to construct a commercial building on a significant portion of Parcel C depicted on Schedule A attached hereto. The Town agrees to grant to Hamlin's additional right, title, and interest in and to the Subject Property, if necessary, in order to obtain any permits and/or approvals required for the construction of the same.
15. Effective Date. The Effective Date shall be the date on which The Town executes this Agreement.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated below.

WITNESS:

SELLER:

THE TOWN OF HAMPDEN

By _____
Name _____
Its _____
Date _____

[BUYER'S SIGNATURE APPEARS ON NEXT PAGE]

WITNESS:

BUYER:

HAMLIN'S MARINA, HAMPDEN

By _____
Name _____
Its _____
Date _____



SCHEDULE A

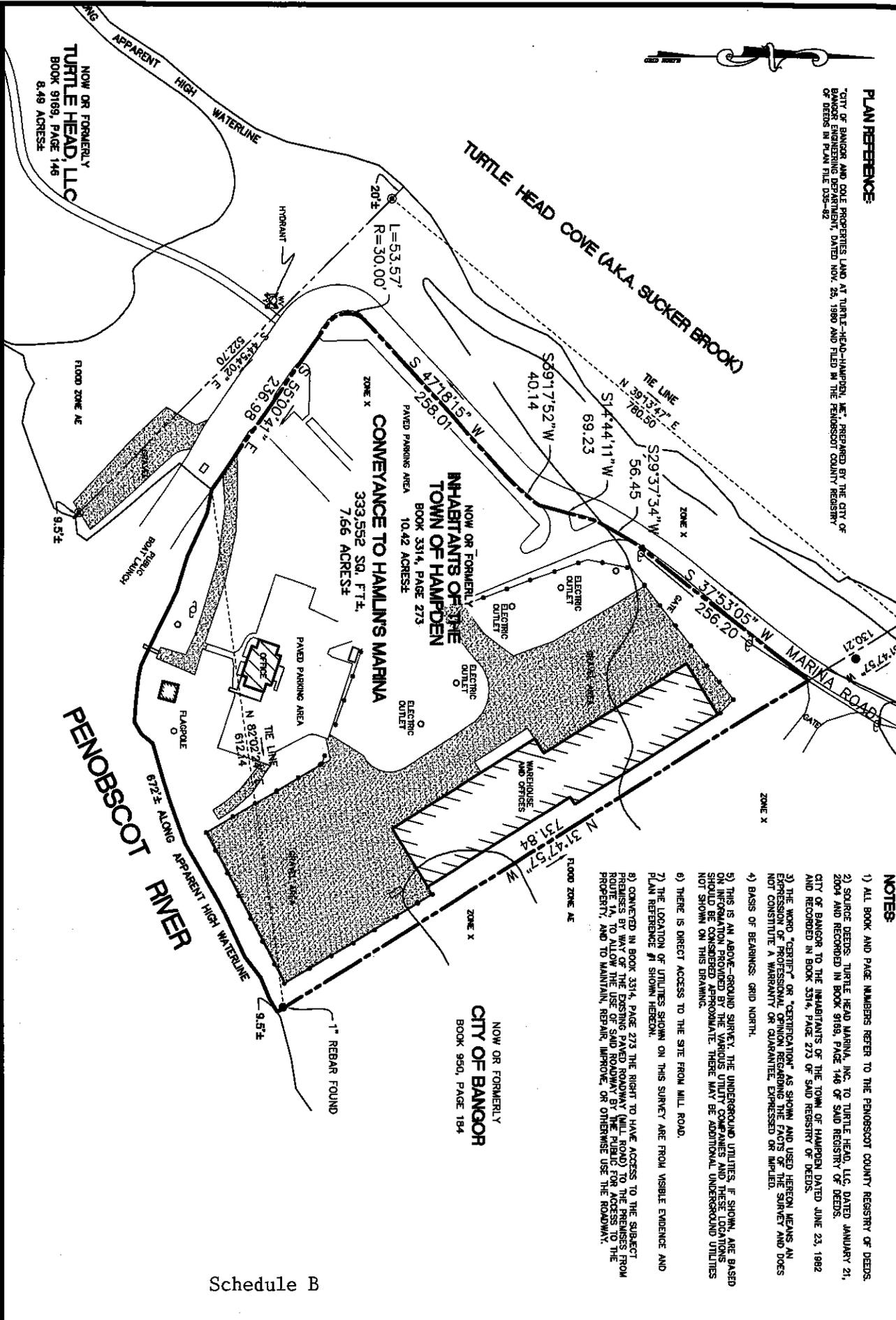
[Attach copy of Schedule A from the Lease]

SCHEDULE B

[Attach sketch/survey of Subject Property]



PLAN REFERENCE:
 CITY OF BANGOR AND COLE PROPERTIES LAND AT TURTLE HEAD-HAMPDEN, ME, PREPARED BY THE CITY OF BANGOR ENGINEERING DEPARTMENT, DATED NOV. 23, 1980 AND FILED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS IN PLAN FILE 125-42



NOTES

- 1) ALL BOOK AND PAGE NUMBERS REFER TO THE PENOBSCOT COUNTY REGISTRY OF DEEDS.
- 2) SOURCE DEEDS: TURTLE HEAD MARINA, INC. TO TURTLE HEAD, LLC, DATED JANUARY 21, 2004 AND RECORDED IN BOOK 9189, PAGE 146 OF SAID REGISTRY OF DEEDS.
- 3) CITY OF BANGOR TO THE INHABITANTS OF THE TOWN OF HAMPDEN DATED JUNE 23, 1982 AND RECORDED IN BOOK 3314, PAGE 273 OF SAID REGISTRY OF DEEDS.
- 4) THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.
- 5) BASIS OF BEARINGS: GRID NORTH.
- 6) THIS IS AN ABOVE-GROUND SURVEY. THE UNDERGROUND UTILITIES, IF SHOWN, ARE BASED ON A PLAN PROVIDED BY THE VARIOUS UTILITY COMPANIES AND THESE LOCATIONS SHOULD BE CONSIDERED APPROXIMATE. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN ON THIS DRAWING.
- 7) THERE IS DIRECT ACCESS TO THE SITE FROM MILL ROAD.
- 8) THE LOCATION OF UTILITIES SHOWN ON THIS SURVEY ARE FROM VISIBLE EVIDENCE AND PLAN REFERENCE #1 SHOWN HEREON.
- 9) CONVEYED IN BOOK 3314, PAGE 273 THE RIGHT TO HAVE ACCESS TO THE SUBJECT PREMISES BY WAY OF THE EXISTING PAVED ROADWAY (MILL ROAD) TO THE PREMISES FROM ROUTE 1A, TO ALLOW THE USE OF SAID ROADWAY BY THE PUBLIC FOR ACCESS TO THE PROPERTY, AND TO MAINTAIN, REPAIR, IMPROVE, OR OTHERWISE USE THE ROADWAY.

TOWN OF HAMPDEN TO HAMLIN'S MARINA
TOWN OF HAMPDEN
PROPERTY CONVEYANCE EXHIBIT

BY:	JAT	DWG:	1 OF 1
DATE:	10-13-2011		
REV:		JN:	5479
REV DATE:		SCALE:	1"=150'

CES INC
 ENGINEERING • SURVEYING • PLANNING • SCIENCES

Schedule B

SCHEDULE C

Schedule of Existing Leases

- Lease from the Town of Hampden, as lessor, to Hamlin's Marina, Hampden, as lessee, dated April 7, 2006, a memorandum of which is recorded in the Penobscot County Registry of Deeds in Book 10388, Page 174.
- Lease from Hamlin's Marina, Hampden, as lessor, to McLaughlin, LLC, as lessee, dated April 7, 2011, a memorandum of which is recorded in the Penobscot County Registry of Deeds in Book 12445, Page 92.

SCHEDULE D

NOTICE PURSUANT TO 38 M.R.S. §§ 563(6) AND (10)

THE TOWN OF HAMPDEN, as the seller of the real property located southerly of Route 1A in Hampden (the "Property"), hereby files this written notice with Hamlin's Marina, Hampden, as purchaser of the Property, in accordance with 38 M.R.S. § 563(6) and (10).

_____ A. To the best of The Town's knowledge, no underground storage facility for the storage of oil or petroleum products exists on the Property.

_____ B. An underground oil storage facility exists on the Property.

B1. The State of Maine Registration numbers for all oil storage facilities on the Property are as follows:

No. _____
No. _____
No. _____

B2. (check one) The oil storage facilities have _____ have not _____ been abandoned in place (taken out of service for more than 12 months), pursuant to 38 M.R.S. § 566-A.

B3. The facility is subject to regulation, including registration requirements, by the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S. § 561 and following.

_____ C. The Property does not have an above ground oil storage facility for motor fuel with underground piping.

The Town of Hampden

By _____
Name _____
Its _____
Date _____

Acknowledgement of Receipt:

Hamlin's Marina, Hampden

By _____
Name _____
Its _____
Date _____



C-3-d

Denise Hodsdon

Comprehensive Plan Costs

1 message

Susan Lessard <manager@hampdenmaine.gov>

Thu, Sep 29, 2011 at 9:16 AM

To: wrighttowncouncil@gmail.com, Andre Cushing <andrec@roadrunner.com>, Bill Shakespeare <wmshakespeare@hotmail.com>, Denise <clerk@hampdenmaine.gov>, Janet Hughes <hughestowncouncil@gmail.com>, Jean Lawlis <lawlistowncouncil@gmail.com>, Kristen L Hornbrook <hornbrooktowncouncil@hampdenmaine.gov>, "Thomas A. Russell" <tar@frrlegal.com>, Tom Brann <hampdendistrict2@hotmail.com>

Good Morning -

Councilor Hornbrook had asked me a question that was asked to her by a resident in regard to the funding source for the moderator for the Citizen's Comprehensive Plan Committee. Since the vote in June that voted to hire the moderator did not include a source, I had paid the bills from the same source as the other Comprehensive Plan expenses - Host Community Benefits - that was authorized as the funding source in 2006. I pulled the minutes from the November 6, 2006 Council meeting and forwarded them to Town Attorney Tom Russell for his interpretation. That interpretation is as follows:

Email Response from Tom Russell to the question regarding Comp Plan Costs

Sue: Sorry I did not respond earlier to the comp plan question. I thought the agenda was going out tomorrow. It appears that the original motion at the 11/6/06 meeting was to expend up to \$35,000 to update the comprehensive plan. That motion failed on a tie vote. Discussion ensued on the funding, and you indicated that the Host Community Benefits account would be a reasonable source to fund the update. Councilor Colford then "moved the question", and it passed unanimously. Technically, since the first motion failed for a lack of majority, there was no pending question. I construe the vote as meaning the Council intended to fund the comp plan update with up to \$35,000 from the HCB account. I think the June 2011 vote to send the 2010 draft comp plan to the citizen "planning committee", and hiring a moderator, was covered by the 11/0/06 vote to update the comp plan. Since the motion did not mention any other source of funding, I think it is covered by the 11/6/06 motion as to the funding source (HBC account), but I also think it is covered by the \$35,000 cap on funding. I think the Council needs to vote to fund any amount over \$35,000. Tom

Thus far, the Town has spent the following:

1st Draft:

Penobscot Valley Council of Governments 2006/07 -2008/09 - \$35,066.55

Penobscot Valley Council of Governments 2009/10 (Stacey Benjamin completing work for State submission) - \$1,242.11

Citizen Comp Plan Committee:

Richard Rothe - Facilitator - Citizen's Comp Plan Committee - \$4,171.02

Total Expended - \$4,0479.68

I would recommend that the Finance Committee recommend to the Council that the \$5,479.68 over the original authorization for the comp plan be approved. The funding source is already authorized. I would also recommend that if the Council grants an extension to the Citizen Comp Plan Committee that there be an amount of funding to go along with the extension that is sufficient to cover facilitator costs or any other costs associated with that process.

This item is on the Finance Committee Agenda for discussion.

Sue

C-3-e



6 State St, P.O. Box 2444
Bangor, ME 04401
Phone: (207) 945-6222
Fax: (207) 945-5824
results@epsteincommercial.com
www.epsteincommercial.com

EXCLUSIVE AUTHORIZATION TO SELL

This Agreement is entered into this 26th day of September 2011, by and between Epstein Commercial Real Estate of 6 State Street, P.O. Box 2444, Bangor, Maine 04402-2444, hereinafter called Broker; and Town of Hampden, 106 Western Ave, Hampden, Maine hereinafter called Owner.

In consideration of Broker's efforts to procure a sale for Owner's real estate as follows:

Lot #2, further described as a 1.46 acre lot as shown on Map 10B, Lot 2 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #4, further described as a 4.75 acre lot as shown on Map 10B, Lot 4 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #5, further described as a 1.52 acre lot as shown on Map 10B, Lot 5 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #6, further described as a 1.74 acre lot as shown on Map 10B, Lot 6 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #8, further described as a 1.88 acre lot as shown on Map 10B Lot 8 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #9, further described as a 1.55 acre lot as shown on Map 10B, Lot 9 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #10, further described as a 2.80 acre lot as shown on Map 10B, Lot 10 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285.

BUYER'S AGENCY:

This Agency's policy is to cooperate with other agencies acting as Buyer's agents, unless such other brokerage agencies have a general policy which effectively inhibits or precludes the cooperation and sharing of compensation with other brokerage agencies. This Agency's policy is to share compensation with Buyer's agents.

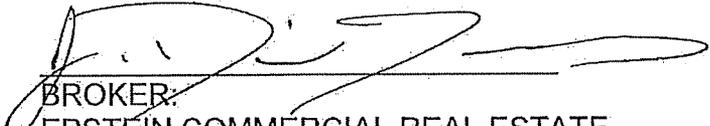
The undersigned jointly and severally agree to accept telefacsimile copies of the documents which have been sent by either party to the other, or to any other party or agent to this transaction, as original documents.

DATE:

10-12-11

DATE:

OWNER:



BROKER:
EPSTEIN COMMERCIAL REAL ESTATE

Maine Tree & Landscape Inc.

48 Church Rd.
Bangor, ME 04401

Invoice

Date	Invoice #
9/21/2011	730

C-4-C

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>ABCL No 3-702-00</p> <p><i>[Signature]</i></p> <p>DEPARTMENT HEAD SIGNATURE</p> <p>DATE 9-28-2011</p>			
<p>RECEIVED</p> <p>SEP 26 2011</p> <p>30:-----</p>			

Thank you for your business.

Total

\$1,100.00

C-4-d



TOWN OF HAMPDEN
TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 10/17/2011
Public Hearing: Yes No X

- Application for Liquor License
- Application for Victualer's License
- Application for Off-premises Catering
- Application for Outdoor Wood-burning Furnace License

NAME: Bangor Tennis & Recreation Club Dean Armstrong
Business Name Individual

ADDRESS: 60 McCaw Rd. PHONE: 947-4836

MAP/LOT: _____ DATE: 10/12/2011

DEPARTMENT REPORT:

No concerns

DATE: 10/12/11

BY: [Signature] Public Safety Director
Title:

BY: _____
Title:

10/4/11

Please waive the
public hearing for

BRYAN JENNIS

Thank you
Dana Sprunt

**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.

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

PRESENT LICENSE EXPIRES 10/16 | 2011

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: TENNIS CLUB

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>BANGOR TENNIS & RECREATION CLUB</u>	2. Business Name (D/B/A) <u>BANGOR TENNIS & RECREATION CLUB INC</u>
DOB: _____	DOB: _____
Address <u>60 MECAW RD</u>	Location (Street Address) <u>60 MECAW RD</u>
City/Town <u>HAMPDEN</u> State <u>MAINE</u> Zip Code <u>04444</u>	City/Town <u>HAMPDEN</u> State <u>ME</u> Zip Code <u>04444</u>
	Mailing Address <u>SAME</u>
Telephone Number <u>207-942-4836</u> Fax Number _____	Business Telephone Number <u>207-947-4836</u> Fax Number _____
Federal I.D. # <u>01-0376232</u>	Seller Certificate # <u>186516</u>

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 4500.⁰⁰ LIQUOR \$ 3000.00
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: DEAN ARMSTRONG
8. If business is NEW or under new ownership, indicate starting date: _____
Requested inspection date: _____ Business hours: _____
9. Business records are located at: 60 MECAW RD HAMPDEN MAINE
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
DEAN B ARMSTRONG	10/23/35	WATERVILLE ME

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

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: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

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) STEEL BUILDING CONTAINING 4 TENNIS COURTS, EATING AREA, PRO SHOP, SHOWER/BATH ROOMS

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? 2 MIC 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: MTG FROM MERRILL MERCHANT BANK

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 3RD OCTOBER, 20 11
Town/City, State Date

LEON J. ARMSTRONG
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink

SUZANNE WILLS
Signature of Applicant or Corporate Officer(s)
SUZANNE WILLS

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

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

On: _____
Date

The undersigned being: _____ Municipal Officers _____ County Commissioners of the
_____ City _____ Town _____ Plantation _____ Unincorporated Place of: _____, 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 herby 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: BANGOR TENNIS & RECREATION CLUB INC
 Business D/B/A Name: _____
2. Date of Incorporation: JULY 2, 1981
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	% of	Title
SAMUEL NYER	698 ESSEX ST BANGOR MAINE	7/18/25	50.2	PRES
DEAN ARMSTRONG	91 CENTER ST BANGOR ME	6/23/35	30.1	V PRES
DEBORAH PALMER	14 FRANCES ST BROOKLINE MA	2/10/50	5.0	
RICHARD SWETT	45 DWELLEY AVE, DOVER FOXCRD ME	1/28/42	6.3	
SIDNEY SMITH	LOT 90 HOLIDAY PK, BANGOR ME	6/28/29	4.2	
MARTIN SCHNEIDER	102 NORFOLK ST BANGOR ME	3/22/27	4.2	
SUZANNE WILLS	48 LASKEY LANE HAMPDEN ME	12/23/62	0	CLERK

6. What is the amount of authorized stock? 100,000 Outstanding Stock? 80,000
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: _____

Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: HAMPDEN / MAINE On: 10/3/2011
City/Town Date

Suzanne Wills Date: 10/3/2011
 Signature of Duly Authorized Officer
SUZANNE WILLS
 Print Name of Duly Authorized Officer

PREMISE DIAGRAM

