



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

AUGUST 5, 2013

7:00 P.M.

• **5:30 pm – Finance & Administration Committee Meeting**

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

a. Victualers License Renewals:

1. Circle K #7057 – 63 Main Road North
2. Dunkin' Donuts – 76 Main Road North

4. REPORTS

- a. Pool Board Meeting Minutes – 6/11/2013
- b. Finance & Administration Committee Minutes – 7/15/2013
- c. Infrastructure Committee Minutes – 7/22/2013
- d. Bangor Humane Society Stray Animal Report – June 2013

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Zoning Ordinance Map Amendment to change the old Hampden Academy property (Tax Map 36, Lot 76; Map 41, Lot 5; and Map 41, Lot 4) from Residential B and Residential A Districts to Village Commercial II District
- b. Zoning Ordinance Text Amendment – Article 4.8.7.5 Signs in the Village Commercial and Village Commercial II Districts; and Article 4.8.7.7 Signs in Shopping Centers
- c. Zoning Ordinance Text Amendment – Article 3.8.4 Residential B District Conditional Uses to add bed and breakfast and child care center as conditional uses; and Article 3.8.6.10 Special District Regulations by further defining the bed and breakfast regulations

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

- d. Ordinance Authorizing Conveyance of Land owned by the Town of Hampden (Old Hampden Academy Property) – ***Continued from 7/15/2013 Meeting***

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Aimee Smith – Board of Assessment Review – New Appointment

3. UNFINISHED BUSINESS

- a. Proposed Sale of Old Hampden Academy Property to Historic Hampden Academy, LLC and proposed Lease of Skehan Center by Town of Hampden from Historic Hampden Academy, LLC
- b. Proposal for Development of Phase II of Hampden Business Park – Update
- c. Proposed Ordinance Enacting Charter Amendments – Introduction for Public Hearing
- d. Infrastructure Committee Recommendation to Appoint Jason Richard to Hampden Water District Trustee Appointment to Complete Term Vacated by Dana Skinner

4. NEW BUSINESS

- a. Proposed E911 Addressing Ordinance – Introduction for Public Hearing
- b. Request for use of Tech Reserve Funds for Replacement of Ambulance Laptops
- c. Request for use of Tech Reserve Funds to Continue Document Scanning Project
- d. MMA Annual Election – Vice President and Exec. Committee Members
- e. MDOT Local Road Assistance Program – Acceptance of Funds
- f. Sewer Commitment – 4/1/2013 to 6/30/2013

D. COMMITTEE REPORTS

E. MANAGER’S REPORT

F. COUNCILORS’ COMMENTS

G. ADJOURNMENT

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone:
Fax:
email:

A-3-a-1

July 18, 2013

Circle K #7057
63 Main Road North
Hampden, ME 04444

To Whom It May Concern:

Your application for renewal of your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Denise Hodsdon, CMC
Town Clerk

VICTUALER'S LICENSE CERTIFICATE

No. 11

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: July 18, 2013

KNOW YE, that Mac's Convenience Stores, LLC,

doing business as Circle K #7057

has been duly licensed as a Victualer at 63 Main Road North

in the Municipality of Hampden by said Municipality until July 8, 2014,

and has paid the fee of Fifty Dollars (\$50.00).

Authorized Municipal Officer **CODE ENFORCEMENT OFFICER**

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone
Fax: (
email:

A-3-a-2

July 18, 2013

Dunkin Donuts
76 Main Road North
Hampden, ME 04444

To Whom It May Concern:

Your application for renewal of your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Denise Hodsdon, CMC
Town Clerk

VICTUALER'S LICENSE CERTIFICATE

No. 12

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: July 24, 2013

KNOW YE, that Bangor Restaurant, LLC,

doing business as Dunkin' Donuts

has been duly licensed as a Victualer at 76 Main Road North

in the Municipality of Hampden by said Municipality until July 18, 2014,

and has paid the fee of Fifty Dollars (\$50.00).

Authorized Municipal Officer **CODE ENFORCEMENT OFFICER**

A-4-a

Lura Hoit Pool ~ Board Meeting Minutes ~ 6-11-13

Cedena McAvoy brought the meeting to order at 7:02pm.

Those present: Cedena McAvoy, Karen Brooks, Mike Jellison, Josh Sargent, Jim Feverston, Sarah McVeigh, Vickie Levesque, Pat Foley, Greg Hawkins, Darcey Peakall and Julie Macleod. Not present: Mary Ellen Conner.

The secretary's minutes were accepted as presented.

The Director's Report:

- ~ The number of participants in May was down 970 people.
- ~ Daily receipts in May were down \$3,132 compared to last year and the pool rental income was down \$535 compared to last year. The rental income is down due to SAD 22 decreasing time and cancelation of the Friday daycare rental. They now come to open swim and use punch cards.
- ~ The monthly fuel usage was down 312 gallons compared to last year.

Cedena suggested sending home information about the pool to the schools in the fall to help advertise and increase swim lesson numbers. A question was asked if the pool was in the Welcome to Hampden packet. Darcey will ask Dean Bennett, the Community & Economic Development Director for the Town what information is stated about the pool in the welcome packet.

Darcey received a resignation letter from Mary Ellen Conner from the Board. Darcey presented the treasurer's report and the report was accepted as presented.

Darcey presented a bill for \$220 for re-imbusement for session IV swim lessons. A motion was made to pay \$220 from the Susan Abraham Account for swim lessons. The motion was passed 9-0. Jim will get a check from Maine Savings Bank.

The changes to Article V in the Pool Board By-Laws were handed out and will be voted on at the July meeting.

Greg Hawkins requested a leave of absence from his board duties through October but will try to make the meetings if available. A motion was made to allow Greg to take a leave of absence. The motion passed 8-0.

Sarah McVeigh asked to step down from the Nominating Committee, Greg Hawkins withdrew his name from the position of Co-Chair on the pool board and Pat Foley withdrew his name from the position of Secretary on the pool board. The elections for the 2013-2014, one-year officer positions were then held and Cedena McAvoy and Pat Foley will be co-chairpersons, Josh Sargent will serve as treasurer and Sarah McVeigh will serve as secretary. The slate of officers was passed 9-0. See attachment.

Darcey reported that three people will be accepted as new members on the pool board at the next Town Council meeting. They are Sam Manhart, Susan O'Brien and Ben Curtis. Darcey will invite them to the July meeting.

Darcey has received contracts to participate in the Corporate Membership program from RSU #22, Town of Hampden, Penquis Cap and St. Joseph's Healthcare. The board members will make second contact to the companies that they have not heard from yet by the July meeting.

The board discussed the Investment options that John Dudley proposed and would like to revisit the topic when the next quarterly statement has been sent.

Member comments: Jim had questions about how the pool budget is now separated between taxation and enterprise. He would like to review the pool budget at the July meeting. Mike is working on getting the twitter account up and running. Cedena praised the board members for contacting their corporate business list and to continue to follow up with any business that have not responded.

Meeting adjourned at 8:21pm.

Respectfully submitted,



Julie A. Macleod

FINANCE & ADMINISTRATION COMMITTEE MINUTES
Monday, July 15, 2013

Attending:

Mayor Janet Hughes	Town Manager Susan Lessard
Councilor Tom Brann	Recreation Director Kurt Mathies
Councilor William Shakespeare	Town Attorney Tom Russell
Councilor Carol Duprey	Economic Development Director Dean Bennett
Councilor Jean Lawlis	Bangor Daily News Reporter Dawn Gagnon
Councilor David Ryder	Numerous residents

The meeting was opened at 5:38 p.m. by Committee member Councilor Duprey.

1. Meeting Minutes
 - a. July 1, 2013 – Minutes were reviewed by the Committee and approved by unanimous consent with no changes.
2. Review & Sign Warrants – Committee members reviewed and signed payment warrants.
3. Old Business
 - a. Survey Results – Charter Questions –
 1. Voting District Elimination - The Town Manager presented information related to the two cited questions from the recent resident survey that pertained to potential Charter changes. Neither question elicited more than 50% support for making such changes. Motion by Councilor Brann, seconded by Councilor Shakespeare that all survey questions related to possible district charter changes be forwarded to the Council for an ordinance to allow a referendum vote in November. Vote 2 – 4 (Hughes, Duprey, Ryder, Lawlis). Motion failed. Motion by Councilor Lawlis, seconded by Councilor Hughes to recommend to Council development of an ordinance for change in the voting schedule for councilors for consideration at the November 2013 election. Vote 4 – 2 (Brann, Shakespeare). Motion passed. The purpose of this proposed change is to stagger terms of District and At-large councilors so that all District seats and all at-large seats do not expire at the same time.
 2. Limiting Council service for persons holding County, State elected positions – The Town Manager presented survey results that indicated that less than 50% of respondents thought it was a good idea to limit who could run for Town Council. Motion by Councilor Brann, seconded by Councilor Shakespeare to recommend to the full council the development of an ordinance that would disallow Town Councilors from serving in elected Federal, State or County offices while serving as a Town Councilor. Vote 4-2 (Ryder, Duprey). Motion carried.

- b. Survey Results – Old Hampden Academy – Attached is a copy of the survey results that were presented regarding the use of the Skehan Center.
 - 1. Use of Skehan Center Questions
 - 2. Use of Hampden Academy Property Questions
- c. Lease Proposal – Old Hampden Academy – Committee members discussed the financial implications of the Lease proposal for the Skehan Center presented by Historic Hampden Academy, LLC. The Town Manager presented cost figures for the first 8 months of ownership of the Old Hampden Academy site and the operation of the Skehan Center. There was concern raised over limitations in the lease (band room) that could impede the ability of the Recreation department to raise sufficient funds to operate the facility. There were also questions raised relative to reimbursement for mowing and plowing of the facility, allowance for owner-use upon 180- day notice for 3 day periods,
- d. Survey Results – Attached is a copy of the survey results that were presented regarding the pool, the library, the bus and outside agency request funding.
 - 1. Library Questions
 - 2. Pool Questions
 - 3. Bus/Outside Agency Questions
- 4. New Business
 - a. Use of Marina Reserve Funds – Repair of Town Float – This item was postponed due to the need for more information relative to the repairs made and the authorization to do so. The Town Manager will get the requested information and agenda this for the next meeting.
- 5. Public Comment – None.
- 6. Committee Member comments – None.

The meeting was adjourned at 7 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

TOWN SURVEY RESULTS

In May of 2013 the Town mailed out surveys to 3200 mailing addresses in the Town of Hampden. The Town prepared the survey and sent it out as a bulk mailing with a Postal Patron delivery address. In order to do this, the town divided the surveys up into individual letter carrier trays for each of the mailing routes in Hampden. The Post Office provided us with the number needed for each route. Once they were prepared and separated, they were taken to the Post Office for delivery. The town received 362 survey responses from those sent, which is a response rate of 11.3%.

I have totaled responses so far for the questions pertaining to issues that the Town Council are presently dealing with – or have recently been discussing. I should have all questions totaled by the beginning of August. This report includes the following information:

1. Questions related to proposed charter changes including elimination of voting districts and whether or not councilors should also be able to serve in a State or County elected office.
2. Questions related to use of The Bus and the use of property tax dollars for funding of Outside Agencies.
3. Questions related to use of the library and the use of property tax dollars for funding the library.
4. Questions related to use of the pool and the use of property tax dollars for funding the pool.
5. Questions related to the use of the Skehan Center for Recreation and a community center and the use of tax dollars for its support.
6. Questions related to the use of the Old Hampden Academy site and comments related to the property.

Questions related to proposed charter changes including elimination of voting districts and whether or not councilors should also be able to serve in a State or County elected office.

Section 5 of the survey asked two questions, the first was whether residents thought that the charter should be changed to eliminate voting Districts. This question was asked based on discussions that the Finance & Administration Committee had as a result of the Goals & Objectives session of 2012 in which concern was raised about how to insure that future elections involving Districts did not create the confusion that the last one did. One option discussed was to eliminate Districts and have all Councilors at large. Another option was to change Councilor terms so that all four districts were not elected in the same election, thereby reducing the opportunity for confusion or errors. The Committee did not support the elimination of districts at a meeting held to discuss the charter, but the question was included on the survey to see how residents felt about it. The results of this question were that 171 residents of the 362 responding supported the elimination of voting districts, or 47%.

Moreover, a number of residents took the time to write comments in regard to this proposal and were adamant that the Town should not take this step. The results of the survey appear to support the Committee decision to keep Council Districts intact. This will result in the need to do redistricting, since according to the most recent census the districts are no longer equal in population. Redistricting is a legal requirement following a census in order to insure that voting districts have as equal population as possible. This process would be done in 2014. Additional discussions about whether to keep District voting as it is or to change and allow all residents to vote for all Districts will be scheduled for the August 5th Finance & Administration Committee meeting. Based on survey results, I would advise the Council not to propose a charter change at referendum for elimination of voting districts.

The second question of Section 5 asked if the Town should change its charter to no longer allow Town Councilors to serve in other elected Federal, State, or County positions. 155 residents of the 362 responding felt that such service should be limited, or 43%. This response shows that the majority of respondents do not want this change made to the charter. Although the number of responses is not as high as we might have hoped, I do think that the respondent population represents a pretty good cross section and would advise the Council not to consider proposing a Charter change at referendum on this item.

Questions related to use of The Bus and the use of property tax dollars for funding of Outside Agencies.

Section 1, Question 8 related to the use of the Bus. A good deal of discussion occurred at the time we did the budget this year. Ridership numbers show an increase due to a change from a number of years ago that added a middle of the day round trip, as well as the more recent addition of Saturday service. Using annual ridership numbers for 2012 of 44,247 and the amount budgeted for the coming year of \$89,380, the Town subsidizes each ridership 'trip' in the amount of \$2.02 after the application of fares and Federal/state subsidies received by the Bangor Bus system for our routes. The survey question asked if people used the Bus, and why or why not. 24 of the 362 residents who responded indicated that they used the bus, which is 6.6%.

Section 1, Question 9 related to whether or not property tax monies should be used to support local area service agencies (the Outside Agencies that we consider in our budget). This question has created a lot of discussion at budget time over the past several years and when developing subjects for survey questions, this was one that the Council was extremely interested in. 103 of the 362 respondents, or 28% responded that the Town should use property tax dollars for this purpose. 51 of the 362 respondents indicated that they were not sure if the Town should do so or not, and 13 of the 362 respondents indicated that the Town should support only the local ones such as the Historical Society and the Garden Club. A number of respondents took the time to write comments in regard to this subject, many of which were very opposed to the idea of the use of tax dollars for this purpose. Although these agencies provide services to local residents, the survey would indicate that the majority of residents do not see this as a proper use of property tax dollars.

Questions related to use of the library and the use of property tax dollars for funding the library.

The survey contained a number of questions related to the ownership, use, programming and financing of the Library. Section 6 question 1 asked residents if the library were a town owned building. The purpose of the question was to determine for the library and the pool whether residents understood the relationship of these entities to the Town of Hampden. 93 of the 362 respondents were not sure if the town owned the library, or 26%. An additional 27 of 362 or 7.4% indicated that the Town does not own the library. It is significant that a third of the respondents were either unsure or misinformed about library ownership. Clearly the Town needs to do a better job communicating with the residents as to what it owns, and what departments are Town departments and not operated by another organization.

Question 2 of Section 6 asked residents if they used the library. 261 of the 362 respondents indicated that they use the library or 72%. There were also a number of residents who took the time to write comments in regard to the library. While there were some that suggested that the Town did not need a library, the majority of comments were extremely supportive of the facility and its staff. All comments will be listed in the final survey compilation which will be available on August 5th.

Question 5 of Section 6 asked if property tax dollars should be used to support the library. 268 of the 362 respondents, or 74%, responded that tax dollars should be used to support the library. It is interesting that even some people who apparently do not use the library believe that the use of property tax dollars to support it is appropriate.

Questions related to use of the pool and the use of property tax dollars for funding the pool.

Section 3 contained several questions related to the ownership, use and funding of the pool. Question 1 of Section 3 asked whether the pool was town-owned. 118 of the 362 respondents indicated that they were not sure if the pool was town-owned (32.5%), and an additional 23 of 362 indicated that the pool was not town-owned. Like in the case of the Library, the fact that 38.9% of respondents did not know that the Town owns the pool indicates that the Town needs to do a better job of communicating with its residents about what properties and departments of the Town are town owned.

Question 2 of Section 3 asked if the resident or their family used the pool. 128 of the 362 residents responding indicated that they or they family used the pool, or 35%.

Question 5 of Section 3 asked if the town should use property tax dollars to support the pool. 204 of the 362 respondents indicated that the town should use tax dollars for the support of the pool. This response is significant since although only 35% of the respondents indicated that they use the facility – 56% indicated that it was an appropriate use of tax dollars. The Council has taken steps to establish a different funding mechanism for the pool by creating an enterprise account for the operational and capital needs of the pool apart from staffing, but it is still a work in progress as far as finalizing what the breakdown of tax dollars/fees should be.

Questions related to the use of the Skehan Center for Recreation and a community center and the use of tax dollars for its support.

The survey contained two questions related to the use of the Skehan Center at the Old Hampden Academy and an additional two related to the use of property tax dollars to fund those uses. Question 1, Section 1 asked whether the Town should continue to utilize the Skehan Center at the Old Hampden Academy for Recreation Department programming. 242 of the 362 respondents indicated that this should continue, or 67%.

The second half of question 1 asked if residents believed that tax dollars should be used for the support of the facility. 142 of the 362 respondents indicated that the Town should use tax dollars to support the facility, or 39%.

Question 2 of Section 1 asked if the town should use the Skehan Center as a broader use community center type of facility. 228 of the 362 respondents, or 63% supported that idea. The second half of question 2 asked if residents supported the use of tax dollars for that use. 139 of 362, or 38% indicated that tax dollars should be used.

When the Town took over the Old Hampden Academy property in 2012, the Town Council approved the use of the Skehan Center on a trial basis for recreation programming to see if the center could be self-sustaining financially. Based on cost and programming estimates it appeared that it would be possible to pay ongoing operating expenses from recreation programming income. After a full winter in the facility, it is clear that the oversized boiler has resulted in fuel usage well beyond estimates. We have also been pro-rating the electrical cost of the building because it is currently entwined with the electrical billing for the remainder of the academy building and the accuracy of the estimate will not be known until the electrical system is separated. Concerns about the condition of the roof have also been stated, although the town has not yet obtained an inspection of the roof to see what the actual condition is. Retention of the facility under the current ownership model will result in the necessity of using tax dollars to support it. Program fees will not cover a boiler replacement or roof repair or the separation of utilities or any other future capital repair needed for the structure. Although the response rate of the survey overall was only 11.3%, I am concerned that a majority of even this representative sample do not indicate a willingness to devote tax dollars to this. The Town would need to borrow to accommodate the resolution of these capital costs, and a town referendum at the ballot box is a component of that. Were we to go that route and not gain the voter support necessary to borrow, we would have a very serious situation on our hands.

Questions related to the use of the Old Hampden Academy site and comments related to the property.

Under Section 4 of the survey, question 3 asked what type of development people would like to see at the site of the Old Hampden Academy. They were given seven options along with an Other option in which they could write in additional responses. Question 4 of Section 4 which was a question asking for other comments regarding Economic Development directly followed question 3 and many respondents used it to make additional comments on the use of the academy.

The following categories were the seven presented, and the tabulations that follow show the number/percent of the 362 residents who returned the survey who checked those off as used they supported for the Old Hampden Academy property. Listed under these seven categories are all of the responses that were given under the Other category.

Category	Number	Percent
Retail	135/362	37.3%
Industrial	18/362	5%
Housing	129/362	35.6%
Professional	200/362	55%
Accommodations	75/362	20.7%
Commercial	23/362	6.4%
Village Green	143/362	39.5%
Other:		

- Community gardening site
- Something quaint like the Old Port in Portland
- Expand rec facilities
- Condos
- Facility rental for public use
- Indoor flea market, regular community-wide yard sale
- Independent restaurants
- Continued Rec. dept. and community center
- Community meeting space
- Something that would preserve the building and maintain the character of the area
- Something that does not cost the town tax dollars
- Income producing business
- Senior housing
- Village green area would rock
- Community center
- Congregate housing for elderly
- Recreation center
- Expand recreation/physical fitness

Other (continued)

- Community sponsored activities, adult ed through UMaine
- Low income housing for elderly
- Farmer's market
- Continuing ed, adult ed, alternative ed and tech training day programs, sheltered workshops
- Restaurant (6 surveys)
- ABA school for Autism
- Small business mall
- A Reny's department store would be wonderful
- Pub-type restaurant
- The WBC proposal is a good one
- Entertainment area, outdoor amphitheater, recreation space
- Skehan Center
- Sporting facility
- Local merchants no big box
- None
- Church
- Cafes, art studios, movie theater, culture!, yoga studio, local and healthy food, indoor year round farmer's market
- Art/local craftsmen
- School related, arts, music, Starbucks (higher end stuff) not more bric a brac shops
- Restaurant – maybe a pub for Route 1A corridor near Bangor. Surprised this area doesn't grow similar to Route 1 in Scarborough south of Portland
- Any service business, school/college educational use
- Recreation
- Continue use for recreation
- Community service programs
- Mini shops, co-op
- Rec dept. use

Comments related to the Old Hampden Academy were as follows:

- Anything as long as the town gets rid of it
- Please sell the old school so we don't need to pay taxes to heat or repair it
- Use the building for housing and develop the grounds for recreation
- We shouldn't put a business there. There is so many already. We should make it a nice dog park.
- Community meeting space does not mean renting it to a church

(Comments related to the Old Hampden Academy property continued)

- Village green/mixed retail and professional space would go a long way to increase sense of community. Implement architectural plan that was developed a few years ago including trails by the river
- Actually would like to see it sold at fair market value. It would bring in needed taxes
- Turn it into taxable property
- Destroy all buildings except old academy and new gym. Please do not develop. Just make a park. Its land that you can't get back once developed. I live on Western Avenue and am not happy with short-sited development
- Senior Housing
- How about some affordable housing as Hampden desperately needs it. Working folks cannot always afford \$1000+ rent. We have never replaced what has been removed (Crestwood should have closed but nothing else was offered)
- Sell the academy
- Some type of tax-producing development
- I couldn't make an educated answer – sell it to a developer
- Should be privately owned to be determined by owner (2)
- Private business
- It should be privately owned and developed – absolutely NOT public housing, section 8, etc.
- Private
- All bulldozed
- Let business decide (2)
- Any private business that will not rely on taxpayer funding
- Sell it
- No free lunch like Bangor Hydro
- Private development that capitalized on the river view, meets market demand, and convert to a taxpaying entity that reaches the land's highest and best use
- Not sure Council knows what is involved or has knowledge or experience. Economic development committee provide a much better option
- No chains please!
- Public access to river if possible
- Don't hang on and keep paying for heat and electricity
- Needs downtown village center to draw attention and interest to the area
- A trade/vocational school which also teaches truthful American history – not gay rights and diversity and prochoice and that the bill of rights was written to limit government – yes limit – read them

(Comments related to the Old Hampden Academy Property continued)

- Senior housing
- Keep only historic building and Skehan Center
- Town should sell old HA facilities ASAP where is the need for town ownership of the old school
- We need our 'town center' and the old HA property is our best and only opportunity to create it
- Anything not supported by taxes

INFRASTRUCTURE COMMITTEE MEETING MINUTES
Monday July 22, 2013

Attending:

Councilor Thomas Brann	Councilor David Ryder
Councilor William Shakespeare	Town Manager Susan Lessard
Councilor Jean Lawlis	Resident Terry McAvoy
Councilor Carol Dupery	

The meeting was opened at 6:04 p.m. by Chairman Shakespeare.

1. MINUTES OF 6/24/2013 – The minutes of the 6/24/2013 meeting were reviewed and approved by unanimous consent.
2. OLD BUSINESS
 - A. Discussion of property conditions at intersection of 1A & Western Avenue and 1A and Kennebec Road – Discussion had been requested on this item by Councilor Brann. The Town Manager provided property information on both properties, but indicated that since the Town had no property management ordinance there were no enforcement mechanisms beyond those related to safety issues that the Town could use to effect cleanup. The Town has received numerous complaints about the condition of these two properties in particular due to their highly visible locations in the center of the community. The Town Manager will have the Code Officer check the property at the intersection of Kennebec and 1a to insure that broken windows and any other access points are secured to prevent access/vandalism. The manager will also contact the property owner to see if he is looking to sell that property and if the Economic Development director can assist in locating a business to buy the site. Other options discussed for these sites was for the Town to consider purchasing them, or applying for grants for rehabilitation of them. At this time there is no local funding available for such purchases – and the property owners would not have to sell even if the Town did have funds to purchase them. The Town is not eligible for Community Development Block grants for property rehabilitation because such grants are primarily based on the low/moderate income population of a community and Hampden's average is much too high.
3. NEW BUSINESS
 - A. Water District Vacancy – After discussion related to either going out to request more candidates or to name one of the other candidates for the very recent Water District trustee vacancy, the Committee determined that based on the very strong candidates that applied the first time, they were comfortable in recommending to the Town Council the appointment of Jason Richard to complete the term vacated by Dana Skinner. Motion by Councilor Lawlis, seconded by Councilor Duprey to recommend to Council the appointment of Jason Richard to the Water District Board of Trustees to fill the vacancy created by the resignation of Dana Skinner. Vote 5-0. Motion passed.

4. PUBLIC COMMENTS – Resident Terry McAvoy asked about the zoning laws related to the ‘grandfathered’ status of buildings on non-conforming lots. In particular he was wondering about the property located at 1A and Kennebec Road and whether the Council could give a longer period of ‘grandfathering’ for the purpose of allowing something new to be constructed there if the owner agreed to tear it down. The Town Manager will get more information on grandfathering of non-conforming properties as well as length of time that building permits are ‘good for’ after issuance.
5. COMMITTEE MEMBER COMMENTS – Councilor Shakespeare asked about the status of the Marina project and Councilor Brann indicated that applications for the necessary state permits had been submitted and that we were waiting for a response. The Town Manager also discussed the fact that additional funding for the project had been requested from Chevron since they are in negotiations with the State for settlement of another environmental issue. Councilor Brann discussed the need for identification of parcels that are town owned so that people know where they are and what the boundaries are. The Town Manager will provide a map for the committee at the next meeting so that they can prioritize what parcels the Town should develop a plan for to locate, mark boundaries, and provide signage for so that people know where town-owned property available for hiking, etc. are located.

The meeting was adjourned at 7 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

A-4-d

Bangor Humane Society
 693 Mt. Hope Avenue
 Bangor ME 04401

Town of Hampden
 Attn: Susan Lessard
 106 Western Avenue
 Hampden ME 04444

Stray Animal Statistics, June 2013

Type Of Animal	Stray Animals Released To BHS By Owners	# Animals Received	# Animals In Holding From Previous Months	# Adopted	# Euthanized	# Reclaimed	# Animals Currently In Holding
Dog	0	0	0	0	0	0	0
Puppy	0	0	0	0	0	0	0
Cat	0	1	1	2	0	0	0
Kitten	0	0	5	1	0	0	4
Other	0	0	0	0	0	0	0

Reasons for Euthanasia

DOGS	0	
PUPPIES	0	
CATS	0	
KITTENS	0	

Animals Returned to Owner

Owner's Name	Address	Impound Fee	Animal	License Info	Reclaim Date

June 2013

1	animals brought to us by private citizens
0	animals brought to us by the ACO
0	animals brought to us by the police department

**TOWN OF HAMPDEN
PLANNING BOARD
DRAFT MINUTES**

C-1-a, b, c

The meeting of the Hampden Planning Board was called to order at 7:00 p.m. on Wednesday, July 10, 2013 at the Hampden Municipal Building Council Chambers by Acting Chairman Michael Avery.

Attendance: Planning Board Acting Chairman Michael Avery, Members Mort Syversen, Eugene Weldon, Peter Frazier, Kelley Wiltbank, Andrew Nelson and Associate Member Jim Davitt.

Also in attendance: Town Planner Robert Osborne, Recording Secretary Rosemary Bezanson and applicants for tonight's meeting.

1. APPROVAL OF MINUTES (June 12, 2013)

Member Weldon made a motion to approve the minutes as written this was seconded by Associate Member Davitt. The vote was unanimous. (Note that Associate Member Davitt will be voting on all items of this agenda in Chairman Weatherbee's absence).

2. NEW BUSINESS

A. Major Subdivision Preliminary Plan Approval – Elizabeth Halpern requests approval of a five-lot single-family residential subdivision on 11.2 acres located at the corner of Western Avenue and Patterson Road in a Rural District. No public improvements are proposed. Tax Map 5, Lot 48 – Public Hearing

Acting Chairman Avery stated that this is public hearing. The Planning Board had previously agreed during the Sketch Plan review that we will be doing the Preliminary Plan as well as Final Plan review at this meeting.

Acting Chairman Avery opened the public hearing.

Associate Member Davitt disclosed that the applicant is one of his oldest friends of him and his wife.

No Board Member had any concerns.

Acting Chairman Avery opened the public hearing and asked for proponents, opponents and those with questions or comments.

Don Becker, PE of CES, representing the applicant tonight spoke in favor of the application. Mr. Becker stated that this is a five lot subdivision, with 3 lots accessed off of Western Avenue, and MDOT have approved the driveway entrances. There are two lots off of the Patterson Road. The open space has been accepted by the Town Council at their June 3, 2013 meeting.

As no one else wished to speak Acting Chairman Avery closed the public hearing and asked for Staff comments.

Town Planner, Bob Osborne stated that this is a major subdivision with no public improvements. Five lots are proposed with private wells and septic systems. (Applicant provided evidence of suitability for on-site wastewater disposal). Three driveways off of Western Avenue have MDOT approval. Council has accepted the open space.

Member Weldon made a motion to approve the preliminary plan under Article 331 Preliminary Plan as submitted. This motion was seconded by Member Syversen. The vote was seven in favor and none against the motion.

Town Planner's memo is to be made part of the record.

B. Major Subdivision Final Plan Approval – Elizabeth Halpern requests approval of a five-lot single-family residential subdivision on 11.2 acres located at the corner of Western Avenue and Patterson Road in a Rural District. No public improvements are proposed. Tax Map 5, Lot 48 – Public Hearing

Acting Chairman Avery opened the public hearing.

There were no other comments to the proposed final subdivision plan. There were no proposed changes from the preliminary plan as approved.

Acting Chairman Avery closed the public hearing and asked for a motion.

Member Weldon made a motion to approve final plan under Article 332 Final Plan as submitted. This motion was seconded by Associate Member Davitt. The vote was seven in favor and none against the motion.

Town Planner's memo is to be made part of the record.

C. Zoning Ordinance Map Amendment – Town of Hampden requests amendment to the Hampden Zoning Ordinance Map to change the old Hampden Academy property (Tax Map 36, Lot 76, Map 41, Lot 5 and Map 41, Lot 4) from Residential B and Residential A Districts to Village Commercial II District – Public Hearing and Recommendation to Town Council

Acting Chairman Avery asked the Town Planner if this item had been noticed.

Bob Osborne stated that it had.

Member Wiltbank – recused himself from this item, his reason was he lives on Cottage Street; the map amendment abuts his property.

Bob Osborne stated that the re-zoning of the three land parcels comprising the old Hampden Academy would be changed to Village Commercial II District the same zoning as the shopping center, Bangor Savings Bank and Bacon Auto Parts store are now. He noted that the Comprehensive Plan provides that the Council is to seek out appropriate re-uses for the old Hampden Academy but does not limit what those uses may be.

Acting Chairman Avery opened the public hearing asking for proponents, opponents and those with questions or comments.

Dennis Patterson of 17 Cottage Street, had concerns of the water that come from the parking lot and off the roof of the old school into his back yard, and sometimes into his basement during storm events. He would like to see something done about this problem, suggesting his isn't the only property with drainage issues downstream of the old academy.

Jeff O' Sullivan of 73 Cottage Street asked ask about the 2 lots he owns staying in the Residential B zone, and how this impacts him.

Jennifer Dysart of Main Road South asked about the proposed uses for the Old High School.

Dennis Patterson of 17 Cottage Street, stated there is no underground drain for the water, and would like the Council to look at the problem. All the water from the school site comes down into his back yard and into his basement, maybe there should be some type of enclosed drainage.

Acting Chairman Avery closed the public hearing and asked for staff comments.

Bob Osborne indicated that this item was referred by the Town Council to the Board for public hearing and that they would be asked to make a recommendation on the proposed map amendment. He noted that the Board's Ordinance Committee met prior to the Planning Board Meeting. He indicated that at that meeting the committee recommended unanimously to recommend "ought-to-pass" for the map amendment as proposed. He indicated that the Village Commercial II District that is on the abutting land parcels to the north are appropriate for this parcel as well and open a range of uses that will allow for the reuse of the old academy. He also indicated that the Planning Board's recommendation would be passed along to the Council with the drainage concerns that Mr. Patterson has brought to our attention.

Associate Member Davitt made a motion that this item return an "ought to pass" recommendation to the Town council and also bring to the attention of the Town Council the water issues from the neighbors. This motion was seconded by Member Weldon. The vote was six in favor and none against the motion. Member Wiltbank abstained from voting.

Town Planner's memo is to be made part of the record.

D. Zoning Ordinance Text Amendment – Town of Hampden requests amendments to the Hampden Zoning Ordinance text of: Article 4.8.7.5 Signs in the Village Commercial and Village Commercial II Districts sign regulations and amendment to Article 4.8.7.7 Signs in Shopping Centers. – Public Hearing and Recommendation to Town Council

Bob Osborne explained that this amendment is limited to changes to the sign regulations in the Village Commercial Districts and a category of signs known as shopping center signs.

This draft amendment of the sign provisions of the Zoning Ordinance allow internal illumination of signs in the Village Commercial Districts and also make adjustments on shopping center signage including increasing the height allowed in the VC Districts to 20 feet.

A number of changes are also proposed to shopping center signage to clarify that it is limited to one freestanding sign and to provide adequate space on the sign for major tenants as well as additional signage for multiple building site developments.

Acting Chairman Avery opened the public hearing and asked for proponents, opponents and those with questions and comments.

As no one spoke from the public on this item Acting Chairman Avery closed the public hearing and asked for staff comments.

Bob Osborne reported that this item was referred by the Town Council to the Board and that they would be asked to make a recommendation on the proposed zoning text amendment. He noted that the Board's Ordinance Committee met prior to the Planning Board Meeting. He indicated that at that meeting the committee recommended unanimously to recommend "ought-to-pass" for the text amendment with two minor revisions. The first was the language "In addition to signs allowed under Article 4.8.7".... The Planning Board indicated that the language should be changed to "In lieu of"... because the intent of the shopping center signage language is to replace the district language in the case of a shopping center. The second change was to clarify that the shopping center "place name" element of the sign is optional given the fact that not all shopping centers will in fact have a place name.

Member Weldon made a motion for an "ought to pass" recommendation back to Town Council with the proposed amendments made by the Ordinance Committee being changing the phrase "In addition to signs allowed..." to "In lieu of signs allowed..." and a clarification that the place name element of shopping center signs is optional not mandatory. The motion was seconded by Member Wiltbank. The vote was seven in favor and none against the motion.

Town Planner's memo is to be made part of the record.

E. Zoning Ordinance Text Amendment – Town of Hampden requests amendment to the Hampden Zoning Ordinance text of: Article 3.8.4 Residential B District Conditional Uses to add bed and breakfast and child care center as conditional uses and to amend Article 3.8.6.10 Special District Regulations by further defining the bed and breakfast regulations. – Public Hearing and Recommendation to Town Council

Bob Osborne stated that this item comes from the Town Council for public hearing and recommendation. He indicated that the proposal is to allow in existing buildings these two uses, bed and breakfast and child care center as conditional uses.

Acting Chairman Avery opened the public hearing and asked for proponents, opponents and those with questions and comments.

Jennifer Dysart Main Road South stated that this is needed in the Town.

Dave Spang owner of the Gilbert mansion stated that he has had the property for sale for several years. The property would make a great bed and breakfast.

As no one else wished to speak Acting Chairman Avery closed the public hearing and asked for staff comments.

Associate Member Davitt made a motion to recommend an "ought to pass" back to Town Council, this was seconded by Member Weldon. The vote was six in favor and none against, with one Member abstaining from the vote due to not having enough information, Member Syversen.

Town Planner's memo is to be made part of the record.

3. STAFF REPORT

Bob Osborne has nothing to report.

4. BOARD MEMBER CONCERNS

No Board Member concerns

5. ADJOURNMENT

Meeting was adjourned at 8:25 p.m.

C-1-a



TO: Mayor Hughes and Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Draft Zoning Ordinance Map Amendment, Old Hampden Academy
DATE: July 11, 2013

At the June 17, 2013 Town Council meeting this item was referred to the Hampden Planning Board for public hearing, review and recommendation.

The Planning Board held a public hearing on this item at their July 10, 2013 meeting. There were comments from Jennifer Dysart who indicated that they wished for the zoning to extend to their property and questioned what uses the Village Commercial II District allows, question from Jeff O'Sullivan questioning why his lot at the end of Cottage Street is Residential B while the rest of Cottage Street is Residential A District and Dennis Patterson who indicated that while he supports the proposed amendment he wanted to bring to the Planning Board and Town Council's attention that there are significant drainage issues at 17 Cottage Street that appear to be at least in part of uncontrolled runoff from the old academy site development.

The Planning Board voted to recommend "ought-to-pass to the zoning map amendment with the noted comment about the drainage issues in the neighborhood.

The proposal is to amend the Zoning Ordinance Map to change Map 36, Lot 76, Map 41, Lot 5, and Map 41, Lot 4, which are the three parcels that the old Hampden Academy property are comprised of from Residential B District and a smaller portion of Residential A District to Village Commercial II District. The neighboring commercial plaza including Schacht's, Eastern Maine Healthcare's new facility and Bangor Savings Bank is zoned Village Commercial II.

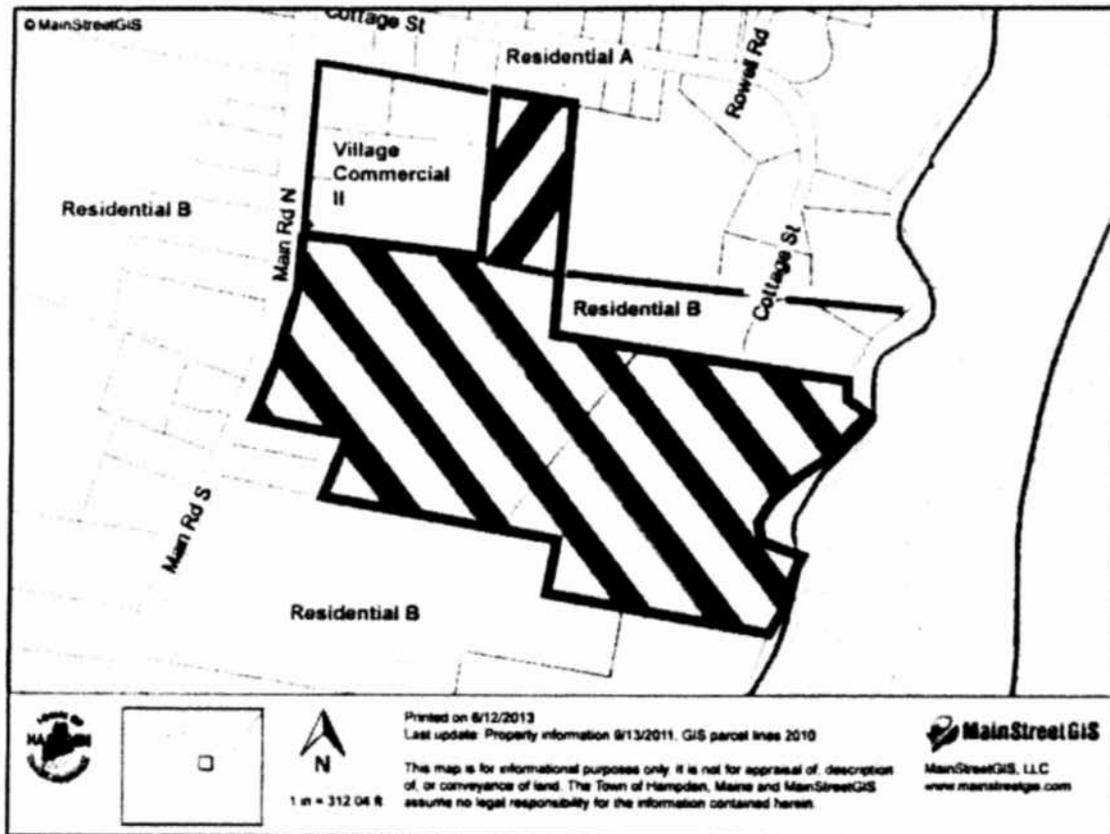
It was also discussed that the Comprehensive Plan contains language that would encourage the Council to consider such a change in zoning.

Four Mile Square

- 1.) *Create an institutional zone to accommodate the school complex on the western side of Route 1A within the Four Mile Square.*
- 2.) *Determine the appropriate re use for the "old" Hampden Academy once the new high school is constructed (east side of Route 1A)...*

**TOWN OF HAMPDEN
Draft**

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance Map



 Residential A to Village Commercial II

 Residential B to Village Commercial II

C-1-b



TO: Mayor Hughes and Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Draft Zoning Ordinance Text Amendment, Village Commercial Signs
DATE: July 11, 2013

At the June 17, 2013 Town Council meeting this item was referred to the Hampden Planning Board for public hearing, review and recommendation

The Planning Board held a public hearing on this item at its July 10, 2013 meeting and no one from the general public spoke concerning this item. The Planning Board voted unanimously to recommend "ought-to-pass" with two minor amendments.

Both changes were in Article 4.8.7.7 Signs in Shopping Centers: The first was the language "In addition to signs allowed under Article 4.8.7".... The Planning Board indicated that the language should be changed to "In lieu of"... because the intent of the shopping center signage language is to replace the district language in the case of a shopping center. The second change was to clarify that the shopping center "place name" element of the sign is optional given the fact that not all shopping centers will in fact have a place name.

This draft amendment of the sign provisions of the Zoning Ordinance allow internal illumination of signs in the Village Commercial Districts and also make adjustments on shopping center signage including increasing the height allowed in the VC Districts to 20 feet.

A number of changes are also proposed to shopping center signage to clarify that it is limited to one freestanding sign and to provide adequate space on the sign for major tenants as well as additional signage for multiple building site developments.

TOWN OF HAMPDEN
Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

4.8.7. Signs in the Commercial Districts *Amended 01/21/03*

1. *Signs in the Business District and Rural Business District* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Business District and the Rural Business District: *Amended 01/21/03*
 - a. One (1) freestanding sign, not to exceed thirty-six (36) square feet. *Amended 01/21/03*
 - b. Wall signs not to exceed one and one-half (1-1/2) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed one hundred fifty (150) square feet.
 - c. One (1) projecting or roof sign not to exceed thirty-six (36) square feet in area. *Amended 01/21/03*
2. *Signs in the Business B District* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Business B District provided total signage does not exceed 250 square feet in area. *Amended 01/21/03*
 - a. One (1) freestanding sign, not to exceed fifty (50) square feet in area. *Amended 01/21/03*
 - b. Wall signs not to exceed two square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed two hundred (200) square feet.
 - c. Projecting signs not to exceed (25) square feet in area.
3. *Signs in the Commercial Service District* - The following signs, identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Commercial-Service District: *Amended 01/21/03*
 - a. One (1) freestanding sign, not to exceed thirty-six (36) square feet. *Amended 01/21/03*
 - b. Wall signs not to exceed two (2) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed two hundred (200) square feet.
 - c. One (1) projecting, or roof sign not to exceed seventy-two (72) square feet in area. *Amended 01/21/03*

- d. Industrial Parks, as defined, may erect one industrial park sign per entrance. Such sign shall not exceed fifty (50) square feet.
4. *Signs in the Interchange District* - The following signs, identifying on-premises business names, uses or goods sold or services rendered, shall be allowed for uses in the Interchange District:
Amended 01/21/03
 - a. One (1) freestanding, projecting, or roof sign not to exceed one hundred fifty (150) square feet in area. *Amended 01/21/03*
 - b. Wall signs not to exceed four (4) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed four hundred (400) square feet.
 - c. Industrial parks, as defined, may erect one (1) industrial park sign per entrance. Such sign shall not exceed fifty (50) square feet.
 5. *Signs in the Village Commercial and Village Commercial II Districts* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Village Commercial District provided total signage does not exceed 30 square feet in area. *Amended 01/21/03*
 - a. One (1) freestanding sign ~~indirectly illuminated~~ not to exceed twenty-four (24) square feet in area and fifteen (15') feet in height. *Amended 01/21/03*
 - b. Wall signs not to exceed twelve (12) square feet in area.
 - c. Projecting signs not to exceed (12) square feet in area.
 - d. *Prohibited signs* - No ~~internally illuminated or~~ roof signs shall be permitted in the Village Commercial District.
 - e. *Shopping center signs* - Shopping Center Signs shall be allowed in conformance with *Article 4.8.7.7*, provided the sign ~~is neither internally illuminated nor does not~~ exceeds fifteen (15') twenty (20') feet in height.
 6. *Fuel sales* - In addition to signs allowed under *Article 4.8.7* of the Ordinance, uses selling gasoline or diesel fuel may display one sign not to exceed sixteen (16) square feet in area, advertising the price of said gasoline or diesel fuel.
 7. *Signs in shopping centers* - ~~In addition to~~ lieu of signs allowed under *Article 4.8.7* of the Ordinance, Shopping centers, as defined, each ~~store or shop~~ tenant within the shopping center may have a projecting or roof sign (where permitted) not to exceed thirty-six (36) square feet. Additionally ~~stores~~ each tenant within the shopping center shall be allowed wall signs ~~as allowed in 4.8.7.1.b above~~ not to exceed thirty (30) square feet. Notwithstanding the foregoing limitation on wall signage the wall signs may be increased to fifty (50) sq. ft. if both the exterior wall of the tenant space is 50 feet or more from the street frontage and if that tenant has a floor area of at least 10,000 sq. ft. and one (1) detached or freestanding sign as allowed under Article 4.8.7.1.a. above. Each shopping center may display a shopping center sign naming the shopping center and identifying uses or services rendered on the premises and/or the name(s) of stores on the premises. ~~The main panel of the sign, which names and gives general information about the~~

~~shopping center shall not exceed twenty four (24) square feet in area. In addition, each store or shop in the shopping center may display a single sign, attached to the shopping center sign, identifying the name of the store or shop and services it provides. Such store or shop sign shall not exceed six (6) square feet in area.~~ shopping centers shall not have individual freestanding signs for each tenant, but instead shall have one common freestanding sign identifying the shopping center and the tenants therein. The overall size of the freestanding shopping center sign shall not exceed sixty (60) sq. ft. The shopping center freestanding sign may include a place name for the shopping center located at the top of the sign not to exceed twelve (12) sq. ft. in area and shall include tenant identification not to exceed forty-eight (48) sq. ft. in area. No one tenant's sign content shall exceed twenty-four (24) sq. ft. of the shopping center sign's area and shall not be less than six (6) sq. ft. unless the space demands on the sign requires it. The tenant area of the shopping center sign may either be utilized by identifying the name of the tenant's premises (such as Smith's Pet Shop) or by categorically identifying what the tenant's use is (such as bakery or florist). Additional signage shall be permitted on the interior of such shopping centers to provide building identification and serve on-site pedestrian and vehicular movements provided that each individual sign has a maximum size of sixteen (16) square feet and is set back a minimum of 20 feet from all property lines.

C-1-C



TO: Mayor Hughes and Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Draft Zoning Ordinance Text Amendment, Bed and Breakfasts and Child Care Center in the Residential B District
DATE: July 11, 2013

At the June 17, 2013 Town Council meeting the Bed and Breakfast item was referred to the Hampden Planning Board for public hearing, review and recommendation

This amendment was prompted by a request.

The Town of Hampden has also received a request to consider Child Care Center as a contemplated use in the district as well. The item was advertised for both uses as conditional uses.

The Planning Board held a public hearing on this item. Jennifer Dysart spoke in favor of the child care center language and David Spang spoke in favor of the bed and breakfast language. No one spoke against the amendment.

The Planning Board voted to in favor of a motion to recommend "ought-to-pass" in favor of both amendments.

Child Care Centers allow more four or more children in daycare and does not require that the building be a residence.

TOWN OF HAMPDEN
Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

3.8. Residential B District

3.8.1. Purpose - These areas are designated for a mixture of residential uses: single family, multi-family, and mobile home parks, developed as either individual lots, conventional subdivisions or cluster subdivisions. In addition, the RB District shall allow certain low impact nonresidential uses.

3.8.2. Deleted - (Amended 12-05-05, Effective 01-04-06)

3.8.3. Permitted Uses (Subject to Site Plan Review where applicable) - Single family dwellings, certified manufactured homes, home day care (subject to *Article 4.19*), accessory uses and structures; non commercial parks or playgrounds, essential service, congregate care facility, public schools, multi-family structures, multi-family attached structures, elderly housing, mobile home parks (subject to *Article 4.13.3*) home occupation (subject to *Article 4.10*),. (Amended: 8-22-94, 1-21-97) (03-21-05)

3.8.4. Conditional Uses (Subject to Site Plan Review) - Day care facility (subject to *Article 4.19*), churches, non-profit schools, funeral homes, community buildings, community facilities, nursing homes, bed and breakfast, child care center, institutional buildings in excess of 35 feet in height, buildings necessary for essential services, animals other than usual pets provided the premises consists of at least 2.5 acres, and animals shall be kept a minimum of fifty (50) feet from any property line. (Amended: 8-22-94) (Amended: 12-04-01) (03-21-05) (Amended: 08-11-2008)

3.8.5. Lot Dimensions

	Public Sewer & Water	On-Site Waste Disposal
Minimum Lot Area	- 16,500 sq. ft.	- 25,000 sq. ft.
Minimum Road Frontage	- 100 feet	- 125 feet
Minimum Setbacks:		
Street Yard	- 25 feet	- 30 feet
Other Yards	- 20 feet*	- 30 feet
Maximum Ground Coverage	- 25 percent	- 25 percent
Maximum Building Height	- 35 feet	- 35 feet

(Amended 12-05-05, Effective 01-04-06)

*Any lawfully existing lot of record situated in a Residential B District containing road frontage of 100' or less as of July 3, 1991 which is served by public sewer may be developed for single family dwellings and accessory structures with minimum side yards of not less than 10' each. Any such lots containing between 100' and 120' of road frontage may be developed for single family dwellings and accessory structures with minimum side yards of 10' each, plus .5' per side yard for each foot of road frontage in excess of 100'. (Amended 7-6-92)

Notwithstanding the above requirements, accessory structures which are not attached to a principal building may be located on a lot in accordance with the following:

Accessory Structures Ground Floor Area		Up to 250 Square Feet
Maximum Height	-	16 feet
Minimum Other Yard	-	5 feet

Once located in accordance with the foregoing requirements, said accessory structures shall not be attached to a principal building unless said structures are in compliance with the Other Yard requirement of the District. *(Amended: 10-3-94)*

3.8.6. Special District Regulations

1. No multi-family structures, cluster developments, and group developments in the RB District shall be established without public sewer and water service. Notwithstanding this regulation a single multifamily structure may be established with public water only
2. A single multi-family structure of up to six units may be located in areas with public water only provided that an additional 10,000 sq. ft. of lot area is provided for each dwelling unit over the base lot area requirement. Adequate area must be provided for an approved on-site waste disposal design and for an approved replacement on-site waste disposal system design.
3. Any combination of multi-family structures shall be allowed provided the maximum gross density does not exceed five (5) units per acre, nor shall any structure contain more than ten (10) units.
4. For multi-family structures in excess of four (4) units, the required yards shall be increased by two (2') feet per unit over four (4).
5. For churches, schools, funeral homes, community buildings, nursing homes and congregate care facilities, which abut an existing residential use or district shall increase the required other yard(s) setback by fifty 50% along the applicable property line(s). *(Amended: 1-16-96)*
6. Nursing homes shall not exceed a density of twenty-five (25) beds per acre.
7. No churches, schools, funeral homes, or community buildings shall be established unless it has public sewer and water service and access from, and frontage on an arterial street.
(Amended 12-05-05, Effective 01-04-06)
8. Notwithstanding the maximum building height regulation herein building height for institutional uses may be up to 60 feet maximum height under the following condition: Buildings in excess of 35 feet in height shall provide additional setbacks on all yards as herein stipulated: Subtract 35 feet from the proposed building height and add that difference to each base yard setback requirement. *(Amended: 08-11-2008)*

EXAMPLE: A 60 foot tall building is proposed. By subtracting the base district building height from the proposed height the following is the result $60 - 35 = 25$. *(Amended: 08-11-2008)*

Minimum Setbacks: Modified Setback

Street Yard	-	25 feet	50 feet
Other Yard	-	20 feet	45 feet

9. *Infill Uses of Existing Community Buildings.* Community buildings of which portions are occupied by qualified community educational, fraternal, cultural and recreational activities such as an auditorium, library, historical building, lodge, indoor swimming, performing arts, etc. may also infill their vacant space with low traffic uses such as a single residential apartment unit, business or professional office, a single storage space consisting of records management and other similar uses as determined by the Code Enforcement Officer. Nonresidential infill uses may not be open between the hours of 9:00 pm and 8:00 am, except for special events upon a prior determination by the Code Enforcement Officer that the proposed event will not be unreasonably disruptive to other occupied buildings in the vicinity. The Planning Board review of the infill use must determine that the existing site development can either function properly with no changes or the Planning Board must be provided with a revised site plan that details the changes to the building and site development that will function properly and with minimal disruption to the neighborhood and limited modifications to the existing site development and building. Existing community buildings are not required to satisfy the area and yard requirements of Article 3.8.6.5. to utilize the provisions of Article 3.8.6.9. *Amended: 10-29-2012.*

10. *Bed and Breakfast and Child Care Center.* Bed and breakfast and child care center use shall be limited to the re-use of existing buildings in the Residential B District however alterations and expansions are contemplated in the reuse of such existing buildings.

TOWN OF HAMPDEN

ORDINANCE AUTHORIZING CONVEYANCE OF LAND OWNED BY THE TOWN OF HAMPDEN

RECITALS

Whereas, the Town of Hampden owns land and the improvements thereon acquired from Maine School Administrative District No. 22 by virtue of a deed dated October 5, 2012, recorded in the Penobscot County Registry of Deeds in Book 12969, Page 195 (hereinafter the "Old Hampden Academy Parcel"); and

WHEREAS, the Town of Hampden has been negotiating with Historic Hampden Academy, LLC concerning its acquisition of the Old Hampden Academy Parcel; and

WHEREAS, as part of the negotiations, Historic Hampden Academy, LLC has agreed to lease the so-called Skehan Center building and associated common areas and parking spaces located on the Old Hampden Academy Parcel to the Town of Hampden.

NOW, THEREFORE, THE TOWN OF HAMPDEN HEREBY ORDAINS:

1. That the Town of Hampden shall convey the Old Hampden Academy Parcel to Historic Hampden Academy, LLC in accordance with the terms and conditions of a Purchase and Sale Agreement to be approved by the Town Council by separate action.
2. That the Town of Hampden shall lease the so-called Skehan Center building located on the Old Hampden Academy Parcel and associated common areas and parking spaces from Historic Hampden Academy, LLC in accordance with the terms and conditions of a Purchase and Sale Agreement and Lease Agreement to be approved by the Town Council by separate action.
3. That the Town Manager is hereby authorized to execute any and all documents deemed necessary or appropriate to accomplish the transactions authorized by this Ordinance and contemplated by the Purchase and Sale Agreement and Lease Agreement to be approved by the Town Council by separate action(s).
4. That this Ordinance shall become applicable upon the date of adoption by the Town Council.

C-2-a



Check One: Initial Application
 Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: SMITH AIMES E.
LAST FIRST MI
ADDRESS: 51 SUNSET AVE HAMPDEN 04444
STREET TOWN ZIP
MAILING ADDRESS (if different): _____
TELEPHONE: 951-0912 866-5500
HOME WORK
EMAIL: asmith@griffinandjordan.com
OCCUPATION: PARALEGAL

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: BOARD OF ASSESSMENT REVIEW

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? MY BACHELORS DEGREE IS IN PUBLIC

ADMINISTRATION AND I WORK IN REAL ESTATE LAW.

Are there any issues you feel this board or committee should address, or should continue to address? NO

- | | |
|---|---|
| <p>CONSERVATION COMMITTEE
<u>BOARD OF ASSESSMENT REVIEW</u>
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK</p> | <p><u>3 YEAR</u></p> <p>DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD</p> |
| | <p><u>5 YEAR</u>
PLANNING BOARD</p> |

FOR TOWN USE ONLY	Date Application Received: JUL 31 2013
COUNCIL COMMITTEE ACTION: _____	DATE: _____
COUNCIL ACTION: _____	DATE: _____
<input type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT
DATE APPOINTMENT EXPIRES: _____	

C-3-a

SUMMARY OF PURCHASE AND SALE AGREEMENT
OLD HAMPDEN ACADEMY PROPERTY

Seller: Town of Hampden

Buyer: Historic Hampden Academy, LLC

Property: Parcels of land and improvements thereon that Town acquired from MSAD #22.
Town to retain easement for sanitary sewer line.

Purchase Price: \$60,000, payable as follows:

Deposit: \$20,000

Cash at Closing: \$40,000

Lease of a portion of Skehan Center Building to Town for \$1/yr.
(Lease terms set forth in separate summary)

Conveyance: By Quitclaim Deed With Covenant

Conveyed in "AS-IS, WHERE-IS" Condition

Buyer shall be responsible for any abatement or remediation of any existing
environmental conditions of the property.

Closing Date: August 19, 2013

Conditions to Buyer's obligation to close:

1. Buyer's satisfaction with approach and methodology of assessor's assessment of property after acquisition by Buyer.
2. Buyer's satisfaction with zoning applicable to the property.
3. Removal of portable classrooms from property prior to closing.
4. Agreement by parties to inventory of personal property.
5. Buyer's satisfaction with ordinance provisions dealing with signs.

SUMMARY OF LEASE AGREEMENT

- Landlord: Historic Hampden Academy, LLC
- Tenant: Town of Hampden
- Leased Premises: Portion of the so-called Skehan Center Building, to include gymnasium, girls locker room, boys locker room, weight room, and lobby, plus parking spaces. *See: Exhibits A & B attached.*
- Rent: \$1 / year
- Additional Rent: Town responsible for costs associated with the leased premises, including heat, electricity, water, sewer, taxes, insurance premiums, capital repairs, repairs and maintenance, etc.
- Town may terminate lease if any capital repair or routine repair is greater than \$10,000.00
- Terms: Initial term is 5 years.
- Thereafter: Automatically renewable year-to-year, subject to right of Landlord or Town to terminate with one year advance notice.
- Security Deposit: None
- Permits / Compliance with laws: Town's responsibility
- Obligations of Landlord:
1. Repair leaks in roof, if any, existing at closing.
 2. Install alternative hearing system within 18 months of closing.
 3. Separate electric service and heating system within 18 months of closing.

Note: Landlord to pay for electricity and heat until separation accomplished.

Use of Premise:

Town: Primarily as a community center and public recreational facility. Can be used to raise funds to offset Town's costs of renting and operating property, or to fund its recreational programs.

Landlord: With advance notice, Landlord can use property for Landlord sponsored events for up to 3 days in duration. Number of events not to exceed 6 per year.

Lawn Care / Snow Removal: Town's responsibility. Landlord reimburses Town \$500 per year.

Capital Repairs: Other than boiler, Town responsible to make capital repairs to leased premises. If capital repair exceeds \$10,000, Town gets reimbursed for prorate share of useful life if lease terminated and remaining useful life of repair is at least one year.

Town can terminate lease if capital repair estimated to exceed \$10,000.

Repairs and Maintenance:

Town's responsibility. If cost of any repair exceeds \$10,000, Town can terminate lease.

Indemnification / Insurance:

Landlord to maintain property and casualty insurance on Skehan Center building. Town reimburses Landlord for premium attributable to Town's leased portion of building.

Each party to maintain liability insurance.

Each party has limited duty to defend, indemnify and hold the other party harmless from claims involving the property.

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT made as of this _____ day of July, 2013, by and between THE TOWN OF HAMPDEN, a body corporate and politic, with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Seller"), and HISTORIC HAMPDEN ACADEMY, LLC, a Maine Limited Liability company with an office in Bangor, Maine and a mailing address of 155 Littlefield Avenue, Bangor, ME 04401 ("Buyer").

WHEREAS, based on recent environmental assessments and engineering studies, it is understood that the Town of Hampden would incur approximately [**\$1.8**] million in environmental cleanup and demolition costs if the Old Hampden Academy is demolished at the Town's expense, and Buyer wishes to save the Town that cost; and

WHEREAS, Buyer has been formed to acquire and revitalize the Old Hampden Academy property and to develop businesses that will provide jobs to people in Hampden and/or space for non-profits and other groups to meet and have events;

WITNESSETH AS FOLLOWS:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy certain lots or parcels of land situated in Hampden, Penobscot County, State of Maine, bounded and described as follows (collectively the "Premises"):

Those certain lots or parcels of land, together with the buildings and improvements thereon, comprising the Old Hampden Academy Property, so-called, situated in the Town of Hampden, County of Penobscot and State of Maine, as described in the deed from Maine School Administrative District No. 22 to the Town of Hampden dated October 5, 2012 and Recorded in Book 12969, Page 195, Penobscot County Registry of Deeds.

Subject to the "Condition Regarding Maintenance and Repair of Hampden Academy Bronco Statue and 1843 Building" as set out in said deed, the obligation of which Buyer agrees to assume upon closing.

The conveyance contemplated hereby shall reserve to Seller a sanitary sewer easement on the same terms as in the easement given to the Seller by MSAD #22 by instrument dated March 30, 1983, recorded in the Penobscot County Registry of Deeds in Book 3378, Page 7; provided, however, that the reserved easement shall specifically allow the construction and maintenance of roads over, along and/or across said easement area and the piping and related apparatus within said easement area, so long as the roads do not interfere with Seller's ability to maintain and use the manholes and the fee owner underlying the easement area affected by any such roads is responsible for costs of excavation and repair to that

portion of any such roads which lies within five feet of the centerline of the pipeline.

The Premises to be conveyed contain approximately **twenty-two (22)** acres in the aggregate, more or less, and are further identified as Map 36, Lot 76 and Map 41, Lots 004 and 005 on the property tax maps of the Hampden Town Assessor.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of Sixty Thousand Dollars (\$60,000) payable as follows:

(a) Deposit. The sum of Twenty Thousand Dollars (\$20,000) (the "Deposit") is herewith deposited with Farrell, Rosenblatt & Russell, 61 Main Street, Bangor Maine 04401, Escrow Agent, to be credited against the purchase price at the closing or disbursed to Seller or to Buyer, as the case may be, pursuant to the terms of this Agreement.

(b) Cash at Closing. The balance of the purchase price shall be paid as follows:

Forty Thousand Dollars (\$40,000) shall be paid by Buyer's check or attorney trust account check or wire transfer at the closing.

3. LEASE BACK OF GYMNASIUM. As additional consideration for Seller's sale of the Premises, Buyer agrees to lease back to the Seller at a rent of One Dollar (\$1.00) per year, the gymnasium, together with the associated parking, entrance, lobby, front office, and bathrooms, as specified in, and on the terms and conditions set forth in, the form of lease attached hereto as Exhibit A and made a part hereof (the "Gymnasium Lease").

As part of Buyer's obligations under this Agreement and the Gymnasium Lease, Buyer agrees to undertake the following repairs and replacements, at Buyer's sole cost and expense, within 18 months after the Closing Date:

(a) Inspection and repair any leaks in the gymnasium roof reported in writing by Seller to Buyer within seven (7) days following the date of Closing;

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use, and the Buyer contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate; and

(c) Separation of utility services for the property leased by Seller under the Gymnasium Lease from those serving other portions of the Premises.

Buyer further agrees to honor all terms of an existing lease of a portion of the Premises to Calvary Apostolic Church (the "Church Lease"), but with no obligation to extend or renew the Church Lease upon expiration of the current term of that lease on December 31, 2013.

4. RIGHT OF ENTRY. Prior to closing, Buyer shall have the right to enter onto the Premises at all reasonable times upon advance written or telephonic notice to the Seller, with

men and equipment, for the purpose of conducting necessary surveys, tests, design activities and marketing activities in connection with the Buyer's planned redevelopment of the Premises. The Buyer agrees to immediately repair any damage to the Premises caused in connection therewith, except that this obligation shall not apply to any portions of the Premises which are not associated with the lease to Seller if the transactions contemplated by this agreement are completed as contemplated hereby. Buyer shall defend and indemnify the Seller and Seller's officers, agents and employees from and against all claims of any person arising from the Buyer's exercise of this right of entry, excepting only such claims as may arise from the gross negligence or intentional acts or omissions of the Seller.

5. TITLE. Seller shall convey the premises to Buyer at the closing in fee simple, by Municipal Quitclaim Deed with Quitclaim Covenant, with good and marketable title, subject to the Buyer's obligations under paragraph 3 above. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed sixty (60) days, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Seller elects not to remedy same, then, at the election of Buyer, the Deposit shall be returned to Buyer and this Agreement will terminate. In the alternative, Buyer may, at Buyer's option, elect to close notwithstanding such defects in title as may exist.

6. CLOSING. The closing of this transaction shall take place on or before August 19, 2013, unless Buyer requests a reasonable extension, not to exceed 60 days, in order to satisfy the conditions described in paragraph 11 below, at the offices of Rudman Winchell, 84 Harlow Street, Bangor Maine, or another location agreed upon by the Parties. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed to the premises with Quitclaim Covenant in accordance with the Short Form Deeds Act, 33 M.R.S. § 761 et seq. (the "Deed").

7. POSSESSION. Seller shall deliver possession of the Premises to the Buyer at closing, free and clear of all occupancies, tenancies or uses by others, excepting only occupancy by the Town of Hampden and the Calvary Apostolic Church under the Gymnasium Lease and Church Lease as described in paragraph 3 above. All portable classroom buildings shall be removed from the Premises by Seller in advance of Closing. Prior to Closing, representatives of Buyer and Seller shall prepare a mutually agreeable inventory of (i) tangible personal property that shall remain at the Premises, the title to which shall pass to Buyer at Closing; (ii) tangible personal property to be retained by Seller and either removed from the Premises or retained and used by Seller in the space to be leased back by Seller; and (iii) trash, debris and personal property to be removed from the Premises and properly disposed of by Seller at its cost prior to or within thirty (30) days following Closing, as agreed by the parties. The foregoing inventory shall be attached to this Agreement as **Exhibit B** prior to Closing.

If and to the extent the Seller can do so without breaching legal obligations to third parties, at Closing copies of all tax letters from the State of Maine or sent to the State of Maine, and copies of all emails concerning the Premises that are in possession of the Seller, will be provided to Buyer, including but not limited to correspondence with Beal College and any other parties expressing interest in establishing a business presence in Hampden.

8. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) There shall be no proration of real estate taxes and assessments, due to the Premises' current tax-exempt status as municipally-owned property.

(b) The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S. § 4641-A.

(c) The recording fee for the deed of conveyance shall be paid for by Buyer.

9. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. All risk of loss to the Premises prior to the Closing shall be on Seller until the Closing.

10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE. The obligation of Seller to close is subject to the adoption and effectiveness of an ordinance by the Hampden Town Council authorizing the sale of the Premises in accordance with the terms and conditions of this Agreement.

11. REPRESENTATIONS AND WARRANTIES. Seller and Buyer agree as follows:

(a) **AS-IS DEAL.** The parties acknowledge and agree that this is an AS-IS, WHERE-IS, WITH-ALL-FAULTS DEAL with respect to the Premises. Except as expressly provided in this Agreement, Seller has not made and does not make any representation of any nature as to the physical condition or operation-of the Premises, as to the accuracy, thoroughness or completeness of, or the conclusions drawn in, any information provided by Seller to Buyer, or as to any other matter or thing affecting or related to the Premises including, without limitation, the presence of hazardous materials or substances, and Buyer expressly acknowledges that no such other representations have been made by Seller or relied on by Buyer. Seller shall not be liable or bound in any manner by any expressed or implied warranties, guaranties, promises, statements, representation, or information pertaining to the Premises made or furnished by any agent, employee, servant or other person representing or purporting to represent Seller, unless such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in this Agreement. All representations, warranties, understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement..

(b) Upon execution of this Purchase and Sale Agreement, Seller will provide to Buyer copies of any survey plans; architectural or engineering reports and drawings (including all reports prepared by WBRC); as-built plans and drawings; environmental reports; and title abstracts, policies or opinions in its possession pertaining to the premises described in paragraph 1 herein above. If and to the extent any such materials cannot be provided to Buyer because Seller believes them to be owned by those who prepared them, Seller shall provide Buyer with a specific identification and description of all such materials, and shall cooperate with Buyer to obtain their release to Buyer.

12. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the following conditions unless waived by Buyer:

(a) Buyer's satisfaction in its unilateral discretion with the approach and methodology to be used by the Town's tax assessor in assessing the Premises and Buyer's associated personal property after the Closing.

(b) Buyer's satisfaction in its unilateral discretion with the status of such zone changes, consistent with the Town of Hampden's Comprehensive Plan, as may be reasonably necessary to facilitate Buyer's intended redevelopment of the Premises for possible office space, storage, medical space, school, church, recreation center, restaurant, hotel, retail or housing use. It is understood and agreed that this subparagraph does not impose a contractual obligation on the Town of Hampden to enact any particular zone changes; but the Town agrees to use best efforts to expedite on an accelerated basis, and in any event prior to Closing such zone changes as may be requested by the Buyer for this purpose, through the town's normal zoning amendment process. Buyer hereby requests that the Premises be rezoned as a business district known as Village Commercial District II, and the zoning must also allow housing, including senior housing; schools and educational purposes (recognizing that Hampden Academy is reportedly the twelfth oldest school in the United States), whether public, private, non-profit or for-profit; and church uses. Seller acknowledges that a change in applicable zoning to permit the foregoing uses of the Premises is a material element of Buyer's willingness to acquire the Premises, and unless and except to the extent any of these contingencies are waived by Buyer, the Seller shall refund the Deposit if such zoning changes are not made prior to Closing. The zoning and applicable land use regulations must allow a road along the boundary adjacent to the cemetery, with no setback requirement from the boundary line.

(d) All portable classrooms shall be removed from the Premises by Seller prior to Closing.

(e) Agreement by the parties to the "Inventory" concerning the disposition of tangible personal property at the Premises to be attached at **Exhibit B** to this agreement.

(f) Buyer's satisfaction in its unilateral discretion with the status and substance of any amendments to sign ordinances desired by Buyer in connection with its plans to use existing signage and to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Buyer's (and its tenants) uses of its property, it being understood that Buyer expects to have multiple businesses using the Premises and that such businesses will need appropriate signage.

In the event any of the foregoing conditions to Buyer's obligations are not satisfied prior to Closing, or waived by Buyer in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement and receive back the Deposit,

13. DEFAULT; REMEDIES. In the event that Seller defaults in the performance of its obligations hereunder, other than due to a condition precedent to Seller's obligation to close not being met, and so long as the default is due to no fault of the Buyer, Buyer shall have all

remedies available at law and equity, including but not limited to the return by the Escrow Agent of the Deposit and/or the remedy of specific performance. In the event that Buyer defaults in the performance of its obligations hereunder, due to no fault of the Seller, Buyer shall forfeit the Deposit to Seller, which the Escrow Agent shall immediately disburse to Seller, whereupon this Agreement shall immediately terminate and neither party shall have any further obligations under or in connection with this Agreement.

14. BROKERAGE. Seller and Buyer each represent and warrant that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claim made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim.

15. ENVIRONMENTAL MATTERS/RELEASE AND INDEMNITY. Seller has provided the Buyer with a copy of a Phase II Environmental Site Assessment report and supplemental report prepared by Credere Associates, LLC dated May 2, 2013. Buyer acknowledges that other environmental conditions affecting the Premises may exist, in addition to those matters disclosed and investigated as part of the Phase I and Phase II Environmental Site Assessments.

Buyer agrees that it shall be solely responsible for conducting or procuring all additional inquiries, studies and investigations that may be necessary to determine the presence or absence of any additional pollutants, contaminants, hazardous substances or wastes upon the Premises that may affect the suitability of the Premises for Buyer's intended redevelopment, at Buyer's sole cost and expense. Buyer understands that portions of the buildings on the Premises are totally unusable and contain asbestos and PCBs that could cost hundreds of thousands of dollars to remediate based on the Seller's estimates and its environmental and engineering studies.

After the Closing Date, Buyer shall be responsible for all costs and expenses associated with Buyer's abatement and remediation of pollutants, contaminants, hazardous substances or wastes upon the Premises as, when and to the extent necessary for Buyer's intended redevelopment.

To the fullest extent permitted by law, Buyer hereby unconditionally and irrevocably releases and forever discharges Seller from any and all liability or responsibility for claims, losses and demands, including those arising from personal injury or death, and all consequences thereof (including any interruption or interference with any business or activities being conducted on the Premises and any loss of opportunity), whether now known or not, which may arise from (1) any latent or patent defects, any hidden or concealed conditions, or any subsoil, groundwater or geological conditions, (2) the condition, structural integrity, operability, maintenance or repair of any buildings, equipment, furniture, furnishings or improvements, (3) the presence of any hazardous materials or substances, (4) the compliance of the premises with, or violation of, any law, statute, ordinance, rule or regulation of any governmental entity, including, without limitation, applicable zoning ordinances, building and health codes or (5) any other matter or thing affecting or related to the Premises.

Provided, however, that the foregoing provisions shall not be construed as an assumption of any liability or responsibility by Buyer for any claims, losses or demands for which the cause of action accrued during Seller's ownership or occupancy of the Premises, or during any prior owner's ownership or occupancy of the Premises.

Furthermore, this release does not release Seller from any action for contribution or indemnification should any claim be made by a third party against Buyer, and Buyer has reason to believe that the Seller has or had a legal responsibility or obligation to the third party relative to the claim, and likewise Seller shall have the right of contribution or indemnification should such a claim be made by a third party against Seller, and Seller has reason to believe that Buyer has or had legal responsibility or obligation for it. In either case, the benefit of such right of contribution or indemnity covers owners, managers, employees, officers, and elected officials, as the case may be, of Seller or Buyer.

As examples, only, to clarify the intent of the parties with respect to the foregoing, but not to limit the generality of the foregoing:

(a) If any agency of any state or federal government requires that Buyer undertake any environmental remediation with respect to the Premises, Buyer has hereby released and waived any claims against Seller for contribution or indemnification, even if Seller, or a predecessor of Seller, and not Buyer, was the sole source of the contamination, and Buyer further agrees, as between Seller and Buyer, to be solely responsible for the cost of such remediation;

(b) If a non-governmental third party brings a claim against Buyer, or joins Buyer in a lawsuit against Buyer and Seller, asserting that he was injured or made sick or suffered other damages as a proximate result of the condition of the Premises while such Premises were owned by the Seller and/or the Buyer, Buyer may recover an equitable share of contribution or indemnity from Seller if such injury or sickness or damage was in fact caused by Seller, and likewise, Seller may recover an equitable share of contribution or indemnity from Buyer if such injury or sickness or damage was in fact caused by Buyer.

(c) If a non-governmental third party brings a claim against Buyer and/or Seller asserting that he was injured or made sick as a proximate result of the condition of the Premises before Seller ever took ownership of the Premises, neither Buyer nor Seller shall have any right of contribution or indemnity as against the other in the event either or both are joined or implicated in the lawsuit.

The provisions of this Section 15 shall survive the Closing.

16. MISCELLANEOUS:

(a) Time. Time is of the essence of this Agreement.

(b) Notices. 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 served personally

on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TO SELLER: Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

COPY TO: Thomas A. Russell Esq., Hampden Town Attorney
Farrell, Rosenblatt & Russell
61 Main Street
Bangor Maine 04401

TO BUYER: Historic Hampden Academy, LLC
155 Littlefield Ave.
Bangor, ME 04401
Attn: Jackie Rawcliffe, Chief Financial Officer

COPY TO: George F. Eaton, Esq.
Rudman Winchell
84 Harlow Street
P.O. Box 1401
Bangor, ME 04402-1401

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

(c) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.

(d) Binding Effect. This Agreement will inure to the benefit of Seller and Buyer and the respective successors and assigns of Seller and Buyer.

(e) Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

16. AGREEMENT OF ESCROW AGENT. Escrow Agent by executing this Agreement agrees to hold the Deposit and disburse it in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

WITNESS

SELLER
TOWN OF HAMPDEN

By: _____
Susan Lessard, Town Manager

BUYER
HISTORIC HAMPDEN ACADEMY, LLC

Name:
Managing Member

ESCROW AGENT

Thomas A. Russell, Esq.
Farrell, Rosenblatt & Russell
61 Main Street
Bangor, Maine 04401

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made this ____ day of _____, 2013 ("Agreement Date"), by and between HISTORIC HAMPDEN ACADEMY, LLC, a Maine limited liability company with an office in Bangor, Maine ("Landlord") and the TOWN OF HAMPDEN, a municipal corporation located in Penobscot County, Maine with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Tenant"),

WITNESSES AS FOLLOWS:

For and in consideration of the mutual promises and covenants contained herein, Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES. Landlord leases and lets to Tenant and Tenant leases and takes from Landlord, subject to the terms and conditions of this Lease, the land and portion of a building located in Hampden, Penobscot County, State of Maine, described as follows ("Premises"):

The entrance, lobby, front office, bathrooms and gymnasium space areas of the old Hampden Academy, as depicted in **Exhibit A** attached hereto and incorporated herein by reference, being a portion of the "Old Hampden Academy Property" conveyed by the Town of Hampden to Historic Hampden Academy, LLC by deed of substantially even date herewith. The leased Premises do not include any classrooms such as the former band room, the former choir room, or any other areas outside of the area depicted as the leased Premises on **Exhibit A**.

The Premises shall also include shared use with the Landlord and other tenants, of a number of parking spaces located in the areas depicted in **Exhibit B**; provided however that at least 100 parking spaces shall be reserved for exclusive use by Landlord, as shown on **Exhibit B**, and it is understood that Tenant and its invitees may have to use school parking spaces on the west side of Route 1A to satisfy some of its parking requirements. Buyer estimates that it will take several years to lease space and will eventually use up to the 100 reserved parking spaces as tenants need them.

SECTION 2. TERM. This Lease shall be for a term of five (5) years commencing on the Occupancy Date and terminating on the day prior to the fifth anniversary of the Occupancy Date.

SECTION 3. OCCUPANCY DATE. For purposes of this Lease, the term "Occupancy Date" shall mean _____, the date of execution of this Lease

SECTION 4. TERMINATION, EXTENSION AND RENEWAL. Except as otherwise specifically provided herein, either Tenant or Landlord shall have the right to terminate this Lease at any time after the initial five year term of this Lease by giving the other 365 days advance written notice of such termination. Unless either Landlord or Tenant has given written notice of termination at least one (1) year prior to a stated termination date or Tenant has given Landlord written notice at least 180 days prior to the expiration of the then current term, this Lease shall continue in force on a year-to-year basis.

SECTION 5. RENT; TRIPLE NET LEASE. During the term hereof, including year-to-year extensions as provided in section 4 above, Tenant shall pay to Landlord, in advance, the sum of One Dollar (\$1.00) per year as base rent. In addition to the aforesaid base annual rent, Tenant agrees to pay as additional rent all such sums as are due and payable by Tenant to or on behalf of Landlord pursuant to any of the subsequent provisions of this Lease. The failure of Tenant to pay any sums required hereunder shall be deemed a failure to pay rent. If Landlord is required to pay any amounts due from the Tenant to third parties for utility service; insurance premiums; cleaning; maintenance; mechanics lien claims of contractors, suppliers or others performing work for the Tenant; or other third-party charges due to Tenant's failure to pay the same, the amount of any such payment by Landlord shall constitute additional rent due under this Lease. Tenant shall pay to the Landlord the full amount of all such additional rent within thirty (30) days after the date of the Landlord's invoice to Tenant for the same. This Lease is intended as an absolutely triple net lease, and the \$1.00 base rent and the additional rent, and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 6. HOLDOVER RENT. In the event of any hold-over occupancy of the Premises by Tenant after expiration of the term of this Lease; or continued occupancy of the Premises by the Tenant after the effective date of any notice of termination given by the Landlord for Tenant's default in accordance with Section 26 hereof, in addition to the net additional rent described in this Lease, the base rent attributable to such hold-over period or continued occupancy by the Tenant shall be calculated at the rate of Five Thousand Dollars (\$5,000.00) per month. Provided further, that neither the provisions of this section for calculation of base rent during any such hold-over period or continued occupancy nor Landlord's acceptance of such holdover rent shall be deemed to create a new tenancy or constitute consent or permission of the Landlord to such hold-over or continued occupancy; nor to waive any right or remedy of the Landlord under this Lease or by statute or at common law.

SECTION 7. SECURITY DEPOSIT. No security deposit shall be required as a condition of this Lease.

SECTION 8. USE OF PREMISES. Tenant shall use the Premises primarily for the purpose of a community center and public recreation facility of the Town of Hampden, which may include events that raise funds to offset the Tenant's costs of renting and operating the leased Premises or of operating its recreational programs, and for no other purposes whatsoever without prior express written consent of the Landlord. Any use by Tenant that causes damage to (other than normal wear and tear), or alters or compromises the current character, functionality and lay-out of the Premises as a gymnasium comprised of three basketball courts, bleachers, Hampden Broncos logos and related apparatus is prohibited.

SECTION 9. LICENSES AND PERMITS. Tenant shall obtain and maintain in force, at Tenant's sole expense, all permits, licenses, inspection reports and approvals required by any governmental authority for operation of the Premises as a public recreation facility. Tenant shall pay all applicable license and permit fees which may be imposed upon the Premises or the activities of Tenant by any governmental authority.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, in its use and occupancy of the Premises, shall comply with all applicable laws, rules, regulations and ordinances of all governmental bodies or agencies having jurisdiction over the Premises, including without limitation all laws, rules, regulations and ordinances concerning handling, storage and disposition of hazardous wastes; workplace safety and employment; fire and life safety; and State and municipal land use laws, rules, regulations and ordinances.

SECTION 11. COVENANT OF QUIET ENJOYMENT; PERIODIC USE BY LANDLORD WITH ADVANCE NOTICE; SIGNS. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease; provided, however, that upon at least one hundred eighty (180) days advance written notice by Landlord to Tenant, Tenant shall make the Premises available for use by Landlord for Landlord sponsored events that do not exceed three days (3) days in duration, not to exceed six (6) events in any calendar year. Prior to issuing such a written notice, Landlord shall consult with Tenant to coordinate the timing of any such event to minimize disruption of Town's use of the Premises. Furthermore, during regular hours in which the Premises is staffed by Tenant, Landlord and its managers shall have access to and the right to use the Tenant's gymnasium and related facilities provided such use does not unreasonably interfere with the Tenant's scheduled activities and use of same during that time. Any such use by Landlord shall be at Landlord's sole risk and Landlord shall be responsible for obtaining any required licenses, permits or approvals in connection with such events and activities. Landlord shall be able to use the Premises for any lawful purposes that do not interfere with Tenant's resumption of its use at the conclusion of Landlord's event. Such uses could include, without limitation, a prom or class reunions for Hampden Academy, fundraisers of any nature. Landlord agrees to immediately repair any damage to the Premises caused in connection with its use of the Premises, and to leave the Premises in a good and clean condition after any such use of the Premises.

Tenant acknowledges that its recreation department has always been able to use the gyms at the McGraw School, Reeds Brook Middle School, and Weatherbee School and that because the tax payers pay for the schools it is expected the Town's recreation department will still be allowed to use the gyms at those schools as it has in the past. The Town is allowed to use those gyms for free to the best of Landlord's knowledge. The provisions of this paragraph shall not be construed as a limitation on Tenant's use of the Premises.

Landlord reserves the right to use existing signage and, in accordance with applicable zoning and sign ordinances, as the same may exist from time to time, to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Landlord's (and its other tenants) uses of its property.

SECTION 12. TENANT IMPROVEMENTS, SIGNS, FIXTURES AND EQUIPMENT. Tenant shall have the right to install all equipment and fixtures reasonably necessary to operate a public recreational facility on the Premises ("Tenant Fixtures"); provided, however, that Tenant shall not install any equipment or fixtures, or make any changes or modifications to the Premises that would materially alter or compromise the current character, functionality and lay-out of the existing gymnasium comprised of three basketball courts, bleachers and related apparatus. All such Tenant Fixtures shall remain the personal property of Tenant, and may be removed by Tenant at any time before expiration of this Lease, provided that any damage to the Premises caused by such removal shall be promptly repaired by Tenant at Tenant's own expense. No walls shall be constructed or bathrooms renovated or modified in any way without Landlord's written permission, which shall not be

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

unreasonably withheld. The bleachers shall not be removed under any circumstances. There shall be no sanding, refinishing, rebranding or painting of the gymnasium floors or any portions thereof without first receiving the Landlord's consent in Landlord's sole discretion.

Tenant must obtain written approval from Landlord as to the design and location of all interior and exterior signs, which shall not be unreasonably withheld. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense. A number of signs, messages, and Hampden Academy logos are located in the gymnasium and locker room areas. These will not be removed or painted over, as they are an integral part of the character of the Hampden Academy gymnasium facility.

Any changes to or modification of the Premises necessary to install permitted Tenant Fixtures, shall require the advance written permission of Landlord in accordance with section 17 below.

Installation, placement and use of permitted Tenant Fixtures and other personal property of the Tenant of any kind on the Premises shall be at Tenant's sole risk. Landlord shall not be liable for any loss or damage to such Tenant Fixtures and other personal property of the Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 13. PROPERTY TAXES.

In the event that the Town of Hampden municipal assessor determines that the Premises leased by Tenant do not qualify for property tax exemption as municipal property pursuant to Title 36 M.R.S. section 651(1)(D), Tenant agrees to establishment of a separate property tax account for the Premises.

Landlord shall pay, or cause to be paid, before the same become delinquent, all real estate and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind, that are levied upon or assessed against or with respect to the Premises during the term of this Lease, including extensions. Provided, nevertheless, that Tenant shall reimburse Landlord for such taxes and assessments promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor.

SECTION 14. UTILITIES; LAWN CARE; SNOW REMOVAL.

Landlord shall, within 18 months after the Occupancy Date, effect a physical separation of certain utilities (electricity, heating oil, but not sewer and water) serving the Premises from utilities serving other portions of the Old Hampden Academy property, so as to allow for establishment of separate accounts and metering of such utilities. Separation of utilities shall be at the Landlord's sole cost and expense. Landlord shall pay all utilities to be separated (electricity, heating oil) until such time as they are separated. With respect to utilities that cannot be separated cost-effectively the Landlord and Tenant shall endeavor in good faith to reach a reasonable allocation of the expense of such utilities as between them.

Following Landlord's separation of utilities, Tenant shall be solely responsible for reimbursing Landlord for the cost of all utility service to the Premises, including but not limited to gas, steam, electricity, water, sewer, telephone, telecommunications and internet service. Landlord shall carry and make payment for any of said utilities in its own name, and Tenant shall reimburse Landlord for the

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

same promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor. Tenant will make its own arrangements for delivery of such services and will pay or reimburse Landlord for all charges for such services.

Tenant shall plow snow from and salt/sand all parking areas and shall mow all lawns on the entire Old Hampden Academy site (in addition to those on the leased Premises) . Landlord shall reimburse Tenant \$500 per year for such plowing, salting, sanding or mowing activities; provided, however, that Tenant shall be solely responsible for the cost of all snow removal, shoveling, salting, sanding, and mowing in the exterior entrance areas and walkways serving the leased Premises or any parking areas dedicated to Tenant.

Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises unless due to Landlord's breach of its obligations under this Lease.

SECTION 15. CAPITAL REPAIRS.

Landlord shall, within 18 months after the Occupancy Date, make the following capital repairs to the Premises, at Landlord's sole expense:

(a) Inspection and repair of any leaks in the gymnasium roof reported in writing by Tenant to Landlord not later than the 7th day following the commencement of this Lease (the repair of any leaks not so identified, being Tenant's responsibility); and

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use. Landlord contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate, and Landlord will leave the old existing boiler in place as it is still operating and appears to be in reasonable condition. Landlord may have to use existing space within the leased Premises (subject to prior approval from the Tenant) or build an additional building to house all or a portion of the new system, and as this may cost \$200,000 to \$300,000 to do so, it will take time to bid out.

Tenant shall be responsible for the cost of any other capital repairs to the Premises (but not including to the existing boiler or related appurtenances) that become necessary during the term of this Lease, but unless Landlord's facility manager in collaboration with Tenant's representatives agree otherwise, Landlord shall contract for, manage, oversee and control the construction of such capital repairs. Landlord shall pay for the repairs and invoice Tenant for reimbursement by Tenant within thirty (30) days of the date of Landlord's invoice. With respect to any such capital repair or combination of related capital repairs undertaken as a single project, which have an estimated cost in excess of \$10,000.00 and an estimated life of at least three years (hereinafter a "Reimbursable Capital Project"), the Landlord and Tenant shall, prior to undertaking such a project, agree in writing to the anticipated useful life following completion of such project, and upon completion of such project agree to the final cost of the same.

Notwithstanding anything else to the contrary set forth in this Lease, in the event Tenant is unable to, or elects not to incur the cost of, a capital repair or repairs estimated to exceed \$10,000.00, Tenant shall have the right, upon ninety (90) days advance written notice to Landlord, to terminate this Lease and vacate the Premises.

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

In the event either Landlord or Tenant exercises its right to terminate this Lease upon 365 days advance written notice to the other in accordance with section 4 above or in accordance with the foregoing paragraph, the parties shall pro-rate on a straight-line basis the cost of each completed Reimbursable Capital Project for which the agreed useful life will not as of the termination date have expired, and for each such project having a remaining useful life of at least one year, the Landlord shall pay the Tenant an amount attributable to the unexpired portion of the life of the project following the termination date of this Lease.

SECTION 16. REPAIRS AND MAINTENANCE.

Tenant shall, at Tenant's sole cost and expense, regularly clean and maintain the Premises in at least as good condition and repair (reasonable wear and tear excepted) as they are on the Occupancy Date. Tenant shall not permit the Premises to be damaged, stripped or defaced, or suffer any waste. Tenant's duty to maintain and repair the Premises includes, without limitation, all mechanical; heating (but not including to the existing boiler or related appurtenances) , ventilation, air handling and air conditioning; plumbing and electrical components; and all structural and nonstructural interior and exterior portions of the Premises whether constructed or installed by Landlord or by Tenant. If the cost of any repair exceeds \$10,000, it shall be governed by the provisions of Section 15 related to capital repairs that exceed \$10,000. Tenant shall maintain all exterior elements of the Premises and keep all parking areas, walks, and other exterior areas within the Premises in good repair and reasonably free of snow and ice. Tenant shall keep the Premises and associated exterior areas, including parking areas, swept clean, and Tenant shall regularly clean up any litter, trash, cigarette butts, graffiti, and other trash and debris in said areas. Tenant shall keep the gymnasium floor and all locker rooms in like condition. The Landlord shall take photographs and videos of the entire leased Premises to document the condition of the leased Premises at or near the inception of this Lease and shall provide a copy thereof to Tenant.

All alterations or repairs required by public authorities, including the Town of Hampden acting in its governmental capacity, with respect to Tenant's use of the Premises shall be made by Tenant at Tenant's expense after obtaining Landlord's approval of the design and specifications of such alterations or repairs, which approval shall not be unreasonably withheld.

If repairs to the Premises are required under the terms of this Lease, and if Tenant fails to commence such repairs and complete the same with reasonable dispatch after notice from Landlord, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant by reason thereof. All costs and expenses incurred by Landlord in making any such repairs shall be considered additional rent and shall be payable to Landlord upon demand.

SECTION 17. ALTERATIONS. Except as provided in section 12 above, Tenant shall not make any alterations or material changes to the Premises or any part thereof, without first obtaining Landlord's written approval, in Landlord's sole discretion. All work done on the Premises shall meet the following requirements:

The work will not adversely affect the structural strength or integrity of the Premises;

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

No inspirational signs will be removed from any areas of the leased Premises; the Bronco logo will not be removed from the gymnasium floor; all signs that say "Hampden Academy" and/or "Hampden Broncos" shall remain in place; and subject to the terms hereof, the gymnasium floor shall be well-maintained;

All remodeling shall be done in full conformity with plans and specifications approved in writing by Landlord, which approval shall be in Landlord's unilateral discretion;

All improvements and alterations made by Tenant shall immediately become the property of Landlord and shall remain on the Premises unless mutually agreed in writing to the contrary;

All work shall be done in a good and first-class workmanlike manner;

Tenant shall abide by all applicable laws, ordinances, regulations, and insurance requirements and shall indemnify and hold Landlord harmless from any loss, cost, or expense arising from failure to comply with such requirements;

Tenant shall not permit any mechanics liens, or similar liens, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith, through the filing of a bond or otherwise, without cost to Landlord, the failure to do so being an automatic default by Tenant under this Lease.

SECTION 18. INDEMNIFICATION; INSURANCE.

As used in this Section 18, "Tenant Premises" means the leased Premises on **Exhibit A**. "Landlord Area" means the portions of the land and the building of the old Hampden Academy other than the Tenant Premises, and other than the shared areas described in **Exhibit B**. The "Shared Area" means the Premises depicted in Exhibit B.

Tenant Duty To Indemnify. Tenant agrees to defend, indemnify and save Landlord and Landlord's managers, members, directors, officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in Tenant Premises, or occurring in Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Tenant in Tenant Premises.

Landlord Duty To Indemnify. Landlord agrees to defend, indemnify and save Tenant and Tenant's municipal officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in (i) the Landlord Area, (ii) the Tenant Premises but only if Landlord was on that occasion making use of what is otherwise Tenant Area, or (iii) the Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Landlord in Landlord Area or in Tenant Area, if Landlord was on that occasion making use of what is otherwise Tenant Area.

No Duty To Indemnify. If a claim arises from any act, omission, or negligence occurring in Shared Area, but such act, omission, or negligence is not traceable or attributable to any activity or event of either Tenant or Landlord, neither Landlord nor Tenant shall have a duty under this Lease to defend, indemnify, or save harmless the other. Furthermore, if a claim described above arises from

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

any intentional, wrongful act of Landlord (or one or more of its agents), or Tenant (or one or more of its agents), then Landlord, or Tenant, as the case may be, shall not be entitled to a defense and indemnity by the other as a result of the claim.

Scope of Indemnity. The foregoing duty to indemnify and hold harmless, as applied to Landlord or to Tenant, as the case may be, shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever, including reasonable legal fees, paralegal fees, and expert fees, incurred in or in connection with any such claim or proceeding brought thereon, and in defense thereof.

Limited Waiver of Workers' Compensation Immunity. Each party's indemnification obligations under this section shall extend to and include all claims, demands, suits and actions filed by or on behalf of any employee of the party or such employee's estate, for personal injury or death sustained on the Premises. For this limited purpose only, each party hereby waives its immunity from suit and judgment under the Maine Workers' Compensation Act, title 39-A MRSA section 101 *et seq.*, or other provisions of law. Each party's waiver hereunder shall not be construed to mean that a party is responsible for the negligence of the other party.

Liability Insurance. Each party shall maintain in full force during the term hereof a policy of general liability and property damage insurance, or coverage through carriers approved to do business in Maine or a self-insured pool, under which the other party is named as an additional insured, protecting both parties against all claims, expense and liability for injury to or death of persons or damage to property which may be claimed to have occurred on or about the Premises. The limits of liability of such insurance shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for injury or death to persons and damage to property.

Property and Casualty Insurance. Landlord shall maintain fire and casualty insurance providing coverage for the replacement value of the building in which the leased Premises is located (the so-called Skehan Center building), with extended coverage. Such insurance shall be payable to Landlord and Tenant, as their interests may appear. Tenant shall reimburse Landlord for Tenant's pro rata share of the costs of such insurance based on the square footage of the building. Tenant shall pay Landlord within 10 business days of receipt of an invoice therefor.

Release and Waiver of Subrogation. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss, releases the other of and from any and all claims with respect to such loss, to the extent of the insurance proceeds paid under such policies, and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium in the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

Flood Insurance. If at any time the Premises or any part thereof is in an area which is identified by the Secretary of the United States Department of Housing and Urban Development as having special flood hazards and in which area flood insurance is available under the National Flood Insurance Act, Tenant shall obtain flood insurance.

Policies. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, each party shall deliver to the other party original copies or certificates of all insurance policies or coverage required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore. Upon request of Landlord, Tenant shall also deliver copies to the holder of any mortgage affecting the Premises.

SECTION 19. NONDISCRIMINATION. Tenant, in conducting its programs and activities upon the Premises, shall not discriminate against any person in regard to employment, wages, conditions or hours of employment, or access to public accommodations or participation in publicly-funded programs, based upon race, color, ethnicity, religion, age, gender, disability, or in any other manner prohibited by law.

Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 20. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS. The provisions of this Section do not apply to any pre-existing conditions on the Premises. Tenant shall not cause or permit any Hazardous Material to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent.

Any Hazardous Material permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any disposal of Hazardous Materials in or about the Premises.

Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions which may be applicable. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and other laws and regulations relating to providing access and accommodation to persons with disabilities, and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

Tenant shall give immediate notice to Landlord of any violation or apparent violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this section.

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, claims, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) arising during or after the Lease term as a result of any violation by Tenant of the terms of this Section, or any contamination of the Premises or any other land of Landlord by Hazardous Material as a result of action by Tenant or Tenant's agents, employees, contractors, or invitees.

As used herein, the term "Hazardous Material" means any and all materials or substances which are defined as "hazardous waste" or "hazardous substance" under any state, federal, or local law (including without limitation the Maine Uncontrolled Hazardous Substances Sites Act; the federal Comprehensive Environmental Response, Compensation and Liability Act and the federal Toxic Substances Control Act), and includes without limitation asbestos, waste oil and petroleum products. The provisions of this section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

SECTION 21. EMINENT DOMAIN. In the case of any taking by eminent domain of either the whole or such lesser portion of the Premises as to preclude the use of the Premises by Tenant for the purpose for which leased, then this Lease shall terminate on the date of such taking. Should the Premises or any part thereof be taken by eminent domain, the sums received in payment for the property so taken shall be paid in their entirety to Landlord, free of any claim by Tenant, except that Tenant shall be entitled to receive and retain any amount which may be specifically awarded to Tenant in a condemnation proceeding because of the taking of any Tenant fixtures on the Premises or for relocation expenses.

SECTION 22. DAMAGE OR DESTRUCTION. In the event of damage to or destruction of the Premises or any part thereof from fire or other casualty, at any time during the term of this Lease, Landlord, to the extent of insurance proceeds available therefor, with all reasonable diligence shall reconstruct, repair, replace or restore the Premises to a condition such that the value lost by the casualty is substantially restored and the Premises are capable of continued use as reasonably determined by Landlord. In the event insurance proceeds are insufficient to facilitate substantial restoration of the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord and vacate the Premises, whereupon each party shall be released from any further obligations to the other under this Lease.

SECTION 23. ASSIGNMENT OR SUBLETTING. Tenant shall have no right to assign or sublet this Lease. Except in connection with periodic events permitted by section 8 above, Tenant shall have no right to rent, offer the use of for for-profit third parties (which term, without limitation, shall include the granting of concessions, licenses and the like), or allow private use of the whole or any part of the Premises, without in each instance having first received the prior express written consent of Landlord, in Landlord's sole discretion. For the purposes of this Agreement, use of the Premises by schools or nonprofit entities shall not constitute private use.

In any case where Landlord shall so consent to such rental or private use, Tenant shall remain fully liable to Landlord for all of the obligations imposed upon Tenant under this Lease, including without limitation, defense, indemnification and the insurance requirements under section 18.

SECTION 24. ACCESS BY LANDLORD. Landlord or any person designated by Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises or to make repairs. For a period commencing one hundred eighty (180) days prior to the end of the term of this Lease, including any renewal terms, Landlord shall have the right to enter the Premises at any reasonable times, for the purpose of exhibiting the same to prospective tenants or purchasers and shall have the right to erect a suitable sign on the Premises indicating that the Premises are available.

Tenant further agrees to allow Landlord to use the premises for business or personal events at no charge, in accordance with Section 11 hereinabove.

SECTION 25. DEFAULT. If Tenant shall fail to comply with any covenant, term, or provision of this Lease, including without limitation the failure to make any required payment hereunder to Landlord or any third party, and shall not cure such failure within ten (10) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, such failure shall constitute an Event of Default.

Upon the occurrence of any Event of Default, and regardless of any waiver or consent to any earlier Event of Default, Landlord, at Landlord's option, may exercise any and all remedies available at law or equity, all such rights and remedies to be cumulative and not exclusive, and without limiting the foregoing, Landlord may terminate this Lease by notice to Tenant; or Landlord may, immediately or at any time thereafter and without demand or further notice, re-enter the Premises with or without process of law and repossess the Premises and expel Tenant and those claiming through or under Tenant, and in case of such termination and/or re-entry Landlord may remove all of Tenant's personal property from the Premises and store the same in any warehouse, all at the expense and risk of Tenant, or may dispose of the same in accordance with applicable law.

SECTION 26. REIMBURSEMENT FOR COSTS, ATTORNEYS' FEES. Tenant shall pay to and indemnify Landlord against all legal costs and charges, including attorneys' fees reasonably incurred, in obtaining possession of the Premises after a default by Tenant or after Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or in enforcing any obligation or covenant of Tenant.

SECTION 27. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office.

SECTION 28. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the addresses set forth on the first page of this Lease, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other.

SECTION 29. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

SECTION 30. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means only the owner for the time being of the land and the buildings of which the Premises are a part, so that in the event of any sale or transfer of such land and buildings or of this Lease, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, but only if the new owner agrees in writing to be bound by the terms of this Lease Agreement.

SECTION 31. CHOICE OF LAW; VENUE FOR SUITS. This Lease is made under and shall be construed in accordance with the Laws of the State of Maine. All claims or disputes arising under or on account of any breach of this Lease shall be brought, if at all, in the District or Superior Court for Penobscot County Maine, and otherwise shall be barred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

WITNESS:

HISTORIC HAMPDEN ACADEMY, LLC
Landlord

By:

Name:
Its Manager
Duly authorized

TOWN OF HAMPDEN
Tenant

By:

Susan Lessard
Town Manager
Duly authorized

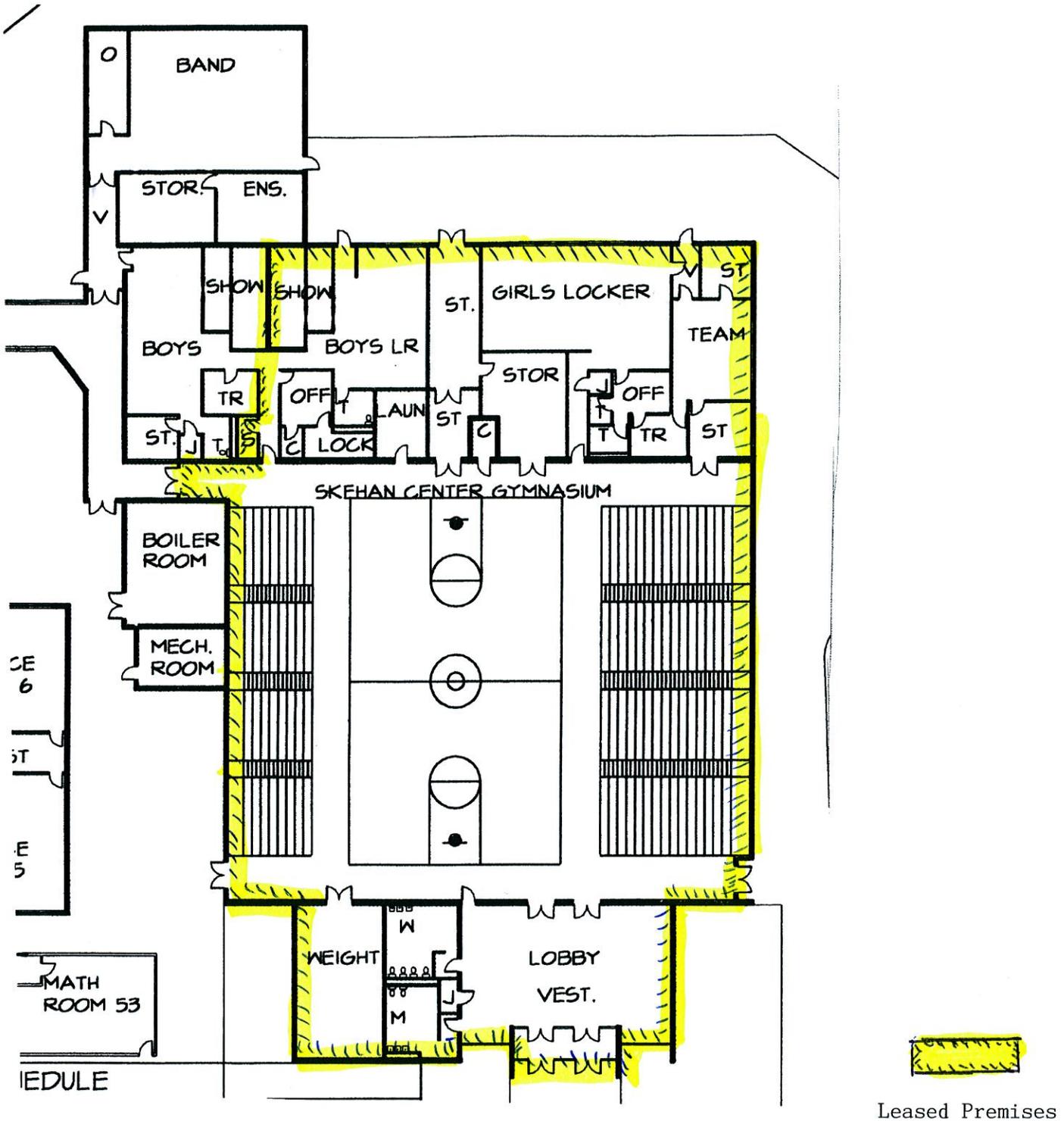
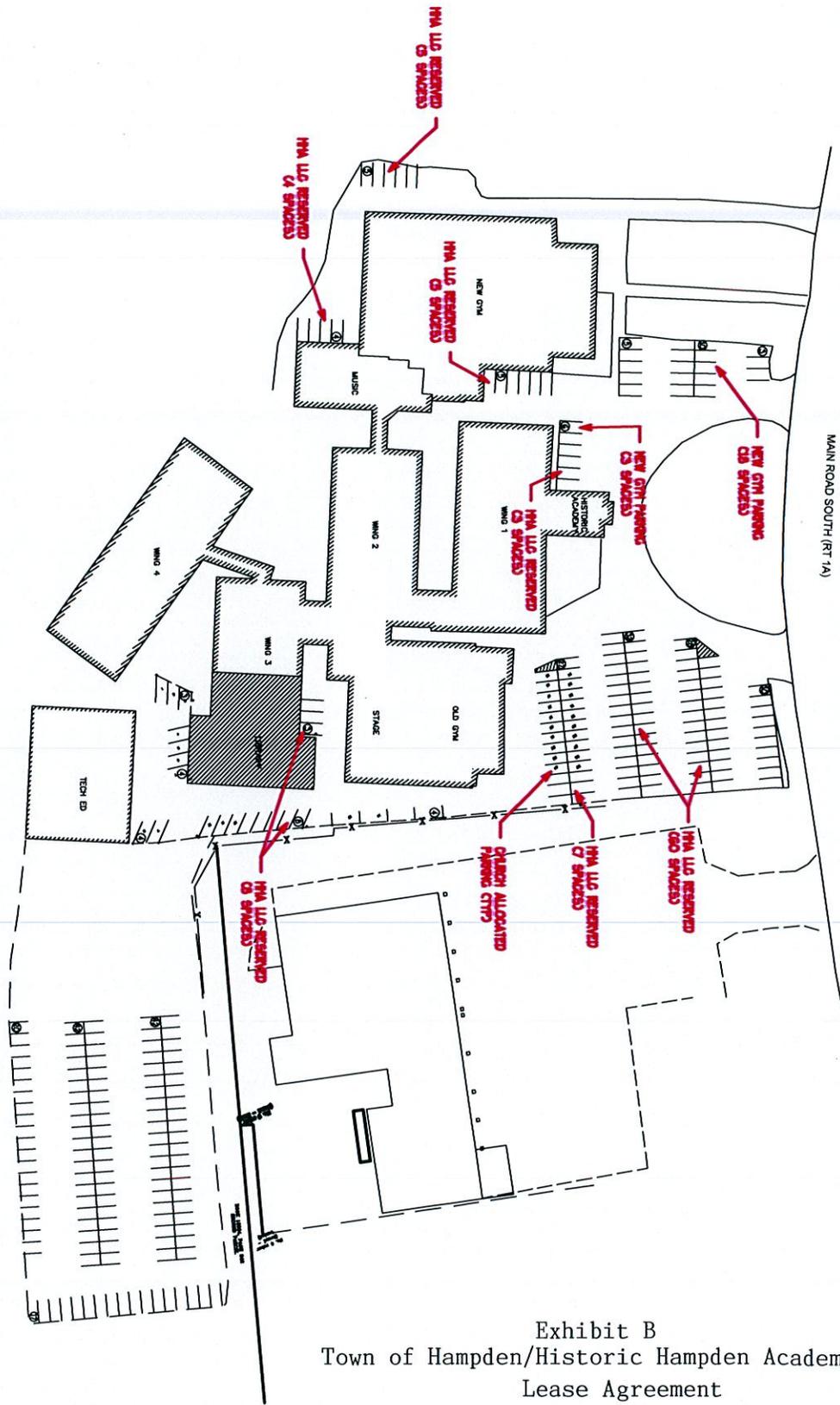


Exhibit A
 Town of Hampden/Historic Hampden Academy, LLC
 Lease Agreement

PARKING PLAN: HAMPDEN ACADEMY FACILITY
 MAIN ROAD SOUTH
 HAMPDEN, MAINE

FOR:
HISTORIC HAMPDEN ACADEMY LLC



MAIN ROAD SOUTH (RT 1A)



SCALE: 1" = 80' ±
 1 JUL 13

KISER RESI
 ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-562-4700

Exhibit B
 Town of Hampden/Historic Hampden Academy LLC
 Lease Agreement

Hampden Academy Campus Re-Use

C-3-a

1.0 Planning Process

In 2008, pre-design planning for the new Hampden Academy began with a visioning process where a group of 50-60 interested citizens and officials from the Towns of Hampden, Winterport, and Newburgh met regularly to define the goals for construction of the new facility and the vision for the redevelopment of the then existing facility. This group included but was not limited to Superintendent Rick Lyons, Bob Gilberti, Former Mayor Matt Arnett, David Greenier, and other residents.

Many comments regarding redevelopment of the Old Hampden Academy (HA) centered around the unique opportunity for development of a town center and/or town square with a village concept where the community interact. Considerations included use of existing and expanded trails along the River frontage, green space, a park connected with trails along the waterfront connected with the historic 1843 building, and a small but useable place where music, farmers markets, art, and other activities could take place. The Skeeahan Center was considered for a community center including recreation, arts, educational uses, pre-school and senior functions, and child care. The athletic field could continue to be used for recreational purposes or redeveloped due to topographic opportunities. There was also consideration for small retail businesses that would support a town square concept, or other mixed uses that could generate a tax base and generate activity in the downtown area to support existing businesses (such as restaurants, salon services, bakery, coffee shop, gift shops, hardware, and etc).

It was considered that the Hampden Academy is the top economic driver of the Town, and redevelopment should be created around that concept. "This is the one chance that the Town has to get a central Town redevelopment right", and "allows the Town an opportunity for smart planning" were part of advisory comments. The advisory committee also considered that the redevelopment should not be an economic drain on the Town, and mixed uses should be contemplated.

The building conditions were assessed. With the exception of the 1976 Skeeahan Gymnasium, the 1976 Library addition and the original 1843 historic school, all the buildings were rated as in poor condition.

The natural features were assessed with existing trails located between the soccer field and the River. The committee recommended that the public access to this area should be maintained and enhanced. In the future, the trails could be extended north and south connecting to sidewalks and trails for a more comprehensive trail system to build "walk-able neighborhoods".

The one common theme resulted – the Old Hampden Academy Campus should be redeveloped with a Town Center concept, preserving the heritage of the 1843 building, and should be for all to enjoy.

The property and buildings are shown on Appendix A and B, respectively. Building conditions, trails, natural features, and topography are shown on Appendix C, D, and E.

A Village Concept theme was developed by the Committee maintaining the 1843 school building, the Skeeihan Center, and the library building area, developing private investment in potentially 3 new structures for retail use, a small park in front of the historic building and improved common parking facilities. Green space could be maintained to the back including trails and Penobscot River access and co-exist with the potential for private development of 19 town houses. The respective sketches are attached that illustrate this concept. The village concept is shown in Appendix F.

2.0 Town Council Seeks Acquisition of the Property

Considering the Campus was located in the heart of the Hampden community, a majority of the Town Council then felt that the Town could best re-develop the property, and urged RSU 22 to turn the property over to the Town. It was felt that the RSU was in the education business not community and/or economic development business, and their focus should be on education and the new school. The Town felt it was best suited to accomplish redevelopment.

RSU began the consideration for transfer of the property to the Town. There was a strong desire to retain the facility, however, under Maine State Law they had to either retain it for educational purposes or turn it over to the Town at a fair market value, before they could utilize or sell the property or any portion thereof for other purposes.

Assessment of Value

To determine the fair market value, the RSU had the land professionally appraised at \$1,000,000 if there were no buildings. The 1843 building was considered to have no monetary value for purposes of appraisal, and the Skeeihan Center was the only building considered to have significant value however was not appraised, (due to the cost of appraisal). It is considered that the 25,000 sf Skeeihan Center has a value of \$500,000 to \$1,000,000 depending on the use.

A consultant was hired to prepare a preliminary cost estimate for demolition of the buildings with several options presented. The three most comparative and feasible options included:

- 1) Total Demolition except the Skeeihan Center and the 1843 building: This option was estimated at \$1.5 million including improvements to the Skeeihan Center to separate the building and facilities from the adjoining wing, \$235,000 in environmental abatement and \$130,000 of engineering and architectural services. This estimate had included \$400,000 costs to improve the 1843 building however, since only minimal improvements are required to separate the structure, 50% of this amount is included in this cost analysis.
- 2) Total Demolition except the 1843 building, Skeeihan Center, and Wing 1: Another good consideration is maintain Wing 1 of the HA building which is connected to the 1843 building, as a good opportunity for development and the demolition cost would decrease to \$1.4 million. The estimate included \$380,000 for improvements to Wing 1, the Skeeihan Center and the 1843 building, however, improvements to the 1843 building not required thus not included as part of this cost analysis.

- 3) Total Demolition except the historic 1843 School*: The cost of demolishing all buildings including the Skeehan Center would result in a cost to \$1.6 million, however, the Skeehan Center has been considered a valuable asset to the property.

Thereafter, the Town proceeded with environmental site assessments which identified the presence of PCB containing paint in two significant areas of the former cafeteria and the old industrial building, and in some utility rooms. The extent of the PCB contamination in those areas was not defined. In efforts to move forward, the Town continued with the transfer assuming there was some further environmental liability.

In summary, cost analysis identifies the following: Appraised land in the amount of \$1,000,000 plus the unknown value of the Skeehan Center (\$500,000 to \$1,000,000) less \$1,500,000 liability for demolition of all buildings except the Skeehan Center and the 1843 School Building (worst case position) less the unknown cost of the PCB containing paint remediation. The approximated value considered of \$0 to \$500,000 less PCB remediation.

3.0 RSU Transfers Property to Town

After considering the 65 acre land* transfer from the Town (saving the RSU \$50,000), the RSU estimated the balance of the fair market value was \$200,000 however, the Town owns 67% of the facility thus the Town's share to pay to the school was assessed at 33% of \$200,000 or \$86,000. The offer resulted in the 65 acre parcel plus \$86,000.

After further study of PCB containing paint, the RSU agreed to decrease the sale cost to \$0 however the Town would transfer 65 acres of land behind Reeds Brook. RSU 22 turned the property over to the Town in October of 2012. The Council made the decision to heat the old school while exploring opportunities for re-use of the buildings.

(Since that time the extent of the PCB containing paint has been determined with remedial costs assessed at \$170,500 to \$264,500.)

*The RSU would otherwise have to pay the Town \$50,000 for land to use for wetland mitigation resulting from construction of the new HA.

4.0 Initial Start-up and Operational Costs

Town Council through its Planning and Development Committee began work. The Council determined that the facility should be heated while redevelopment options were analyzed in the coming year. Funding would be appropriated from the Host Community Benefit Fund, (the set aside of moneys for community purposes from the Town's share of tipping fees of the former landfill operation). The Council gave the recreation department approval to pilot a project to expand recreation programs & the before and after school care program, provided that the department pay the operational costs through recreation fees and space rental.

Property Transfer and Environmental Costs: In 2012, it cost the Town \$105,000 for immediate repairs needed, legal fees for the transfer, and environmental consulting fees.

2012/2013 Operational Costs:

- Heat and utilities costs for the entire campus facilities other than the Skeeahan Center were \$106,000 (October 2012 through June 2013).
- Heat and utilities to operate the Skeeahan Center were \$61,000 (October 2012 through June 2013) less \$32,000 in recreation income (January through June 2013) or \$29,000. It is noted that Program income is indicative of 6 months while expense income is indicative of 9 months.

These costs are outlined in Appendix G.

5.0 Immediate Opportunities

As redevelopment efforts commenced, interested parties approached the Town including a charter school, Beal College, EMCC, an assisted senior living facility, and private recreation.. With the challenging economy, a promising opportunity of a Beal College Campus Beal's was rescinded due to lack of current federal funding contemplated.

The Town Council directed the Council Planning and Development Committee to explore opportunities, through a public proposal process. The Economic Development Director was charged with notifying and exploring opportunities with area developers who may have interest in the proposal.

Again opportunity came knocking by long time residents who also have a vision for redeveloping the HA Campus, however, with the uncomfortable caveat that the redevelopment scenerio would be uncertain and the Town must transfer the entire property. A sale price of \$60,000 was offered with that the appeal that the gymnasium portion of the Skeeahan Center would be leased to the Town for \$1/yr as a triple net lease. The lease terms are for a minimum of five years with one year renewal options, and the respective aging boiler would be replaced. The Town would continue to pay for the operation of the Skeeahan building and will provide the plowing and lawn maintenance of the entire Campus during the lease period. The Owner would retain use of approximately 5,000 sf of the Skeeahan Center. With that offer, does come the philosophy of the long time residents, to build strong communities and save the character of the Town, and if at all possible the school building

6.0 Council Planning & Development Committee Recommends Sale

The Council Committee discontinued development proposal effort to focus on this unique offer, and since, has recommended to sell the property to the residents/developers – Lafayette's and/or successors, Historic Hampden Academy, LLC.

A public hearing is set, leaving the full Council with two current options: 1) Dispose of the property removing economic risks; or 2) Do not dispose of the property maintaining a public asset. These two options are explored below.

Option Analysis

The following information explores the opportunities and challenges of the sale.

Opportunities and Challenges – No Sale to Lafayette

- 1) Encourage Lafayette to collaborate with Town to develop property retaining public interest in portions of the property; or continue to seek developers or retail/commercial interest in useable buildings. Seek grants to address environmental concerns and recreational opportunities, and discontinue heating old inefficient buildings.
- 2) Consider redevelopment of the property to a Town Center with mixed business-development scenario presented by former citizens group. List parcels and/or buildings with development potential with commercial realtor, and seek grants to address environmental concerns and recreational opportunities. See a conceptual cost scenario attached based on citizens group input, (Section 7.0).
- 3) Demolish all buildings except Skeeahan Center, the 1843 historic school, and possibly Wing 1. See conceptual cost scenario in Section 7.0.
- 4) Provide Opportunity for public use (use of property for trails, athletic field, and/or community functions such as arts, music, farmer's market, and public parking).
- 5) No need for development of new recreation center as contemplated in the Comprehensive Plan and currently by Council. Saving future dollars of \$4,000,000 based on current estimates of \$200/sf for a 20,000 sf facility.
- 6) A decision would need to be made on which buildings should be targeted for demolition and thus efficient heating and operation. Costs would be incurred to isolate heated and unheated portions of the buildings, and to separate utilities for efficient operation of the facility. (as included in the demolition estimate)
- 7) Challenges of funding demolition and operational costs without impacting taxes.
Demolition: \$850,000 - \$950,000 including \$800,000 in Brownsfield Grants.
Operational : \$25,000-\$100,000 (Partial heating to full heating).
- 8) May need to sell the Skeeahan Center at fair market value if the Recreation and Community Programs do not cover costs of operation.
- 9) Potential failure to gain Brownsfields Grants (\$800,000) for demolition and/or remediation - requiring the Town to then sell/liquidate the property with a potential loss of interim operational costs and/or to use other funding options to cover costs.

Opportunities and Challenges - Sale to Lafayette

- a) Reduce operational costs. \$25,000/year to heat Wing 1 and the 1843 building to \$100,000 to heat entire school. (Buildings targeted for demolition would not be heated).
- b) Remove risk of unknown demolition costs and operational costs while preparing property and/or sale of portions of the property.
- c) Remove future costs to demolish buildings.
- d) Recoup \$60,000 of the \$100,000 incurred in environmental costs and building repairs.
- e) Continued use of Skeeahan Center without costs of roof repairs and/or future boiler replacement.
- f) Allow time to plan for a future community center in an alternative location.
- g) Plan for Recreation Center in a better location (away from downtown area).
Conceptual cost for 20,000 sf facility and athletic fields \$4 million over a long term while leasing Skeeahan Center (5-20 years).
- h) Remove initial costs to isolate useable from un-useable buildings.

- i) Loss of investment of development and acquisition costs to date of \$105,000 and value of 65 acres land transfer to RSU 22, less \$60,000 from sale.
- b) Loss of potential for development of Town Center and use of public land.
- c) Loss of Asset (offset by potential liabilities of demolition).
- d) Unknown development scenario of downtown area

Note: Operational Cost of Recreation Center is the same as if sold. Plowing & mowing costs are the same as if sold, (during lease period) less \$500/year paid by Lafayette.

7.0 Development Scenerio from Citizens Initiative

- Demolish all buildings except the 1843 building, the library building area*, and the Skeeahan Center
- Add option to maintain Wing 1.
- Prepare to sell 3 parcels of the property, in part or in whole.
- Do not heat the buildings proposed for demolition and immediately modify utilities and isolate heated from unheated buildings for an efficient operation.

Costs Analysis (based on conceptual cost prepared by RSU 22)

- Demolition including engineering & environmental remediation (including immediate needs to separate targeted demo buildings from salvaged buildings)	\$ 1.5 M*
- Demolition with option to maintain Wing 1	\$ 1.4 M*
- Additional Costs to abate PCB containing paint	<u>\$ 0.25 M</u>
Subtotal	\$1.65 – 1.75M
- Brownfield Grants (2 ea assuming two separate uses)**	\$ <u>(0.8 M)</u>
- (both areas redevelop as separate commercial/retail space including the old industrial building & wing 6.)	
TOTAL	\$850,000 - \$950,000

Note: * Costs for demolition of library were not removed from the estimate due to offset the unknown costs of separating the utilities. ** Brownsfield grants are federal grants available to assist municipalities redevelop properties with and/or perception of environmental contamination. Town has completed environmental work necessary to proceed with the grant. Demolish buildings only as grant funds and/or TIF moneys become available.

Timing: 2013: Initial needs to shutdown old portions of the building of no use. 2014-2019: Apply for Brownsfield Grants and demolish target buildings after they are secured.
Ongoing: Sale of useable buildings and commercial land.

Sell the Skeeahan Center IF the Recreation Programs and rentals do not cover costs.

See Budget Summary dated November 23, 2010 in part from Hampden Academy Demolition Analysis, (Appendix H).

Funding

Residents do not want to use tax dollars for this venture. How can this be accomplished?

- a) Borrow up to \$125,000 from Host Community Benefit Fund for immediate needs to isolate buildings and render them efficient to heat, and 2013/2014 operational costs. (Current balance of Host Community Benefit fund is approximately \$750,000.)
- b) Redirect a portion of TIF efforts of the most current development to downtown revitalization thus sheltered development funds will be used for downtown improvements. This could be used to pay for demolition costs in a phased approach. Use TIF funds of \$ 90,000 per year to pay for demolition and to pay back funds drawn from the host community benefits fund for initial repairs. Consider extending TIF to improve sidewalks, the intersection of Main Street and Western Ave., and remove blight in the Main Street corridor.
- c) Proceeds from sale of one commercial building, possibly library building, and two commercial lots.

8.0 References

- Hampden Academy Campus Re-Use Report, WBRC Architects and Engineers, November 30, 2009
- Hampden Academy Demolition Analysis, Northeast Building Consultants, November 23, 2010
- Summary Appraisal Report, Maine Valuation Company, August 3, 2011
- Analysis of Potential Lease Costs, RSU 22, August 4, 2011
- An Appraisal Review Report, Maine Valuation Company, December 4, 2011
- Email regarding Offer of Sale to the Town, Richard Lyons, RSU 22, January 19, 2012
- Phase I Environmental Site Assessment, Credere Associates
- Phase II Environmental Site Assessment, Credere Associates, August 14, 2012
- Assessment Summary and Proposal for PCB Characterization, Credere Associates, September 4, 2012
- Assessment Summary and Proposal for PCB Characterization (Revised), Credere Associates, December 19, 2012
- PCB Site Characterization Results, Remedial Options, and Cost Estimate, Credere Associates, May 3, 2013
- Town of Hampden Comprehensive Plan, Recreation Goals and Strategies
- 2013/2014 Hampden Recreation Enterprise Budget
- Report of Old Hampden Academy Costs (to Date), Susan Lessard, July 2013
- Summary of Purchase and Sale Agreement to Historic Hampden Academy, LLC, July 2013
- Summary of Lease Agreement with Historic Hampden Academy, LLC, Attorney Thomas Russell, July 2013

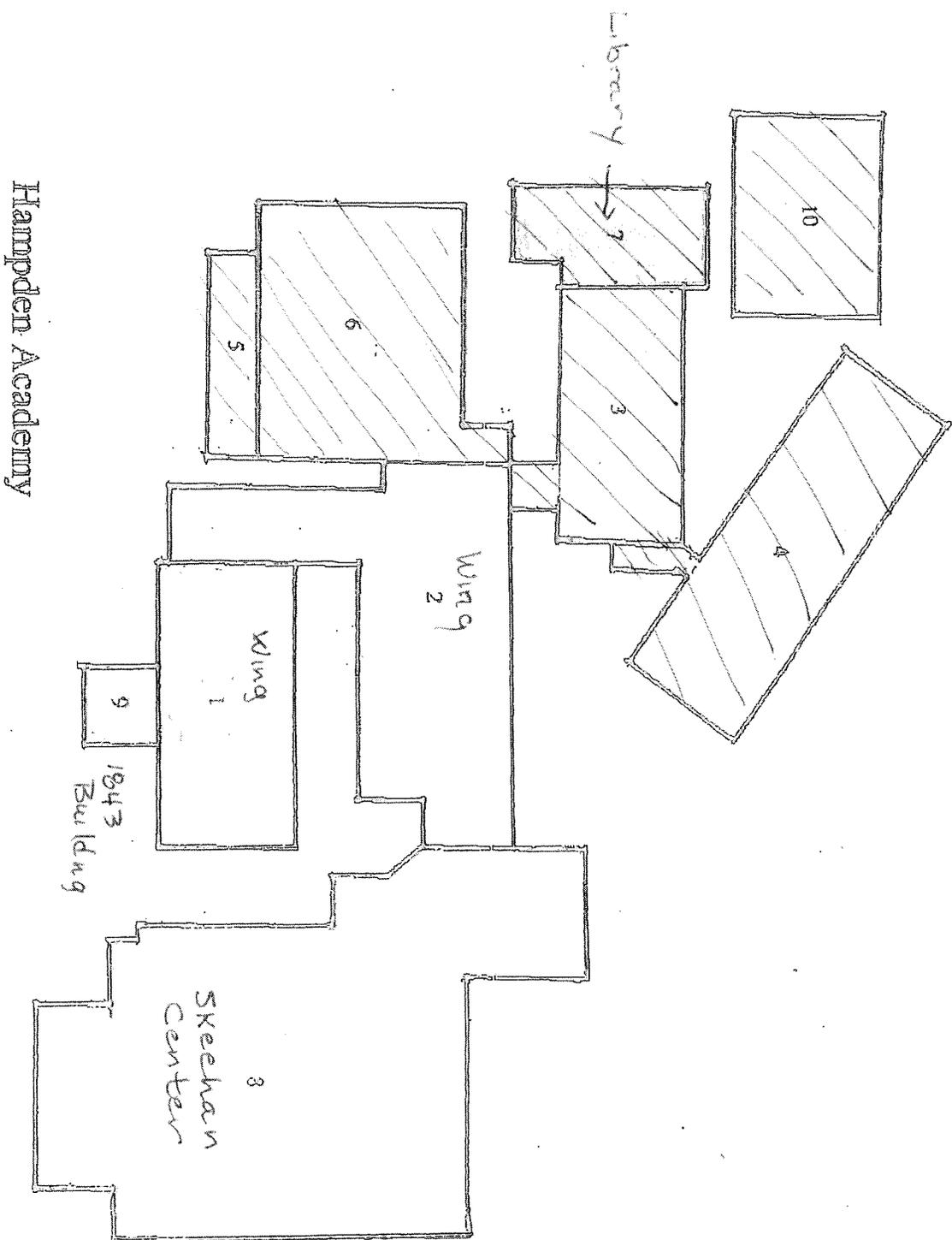
3. Existing Conditions

A. Site Location & Features

- The existing Hampden Academy campus is located on the Main Road (US Route 1A) centrally in the Town of Hampden. The historic 1843 Hampden Academy building is in fact, the point where the town's Main Road changes from "north" to "south" as locally designated.
- The 21.2 acre is comprised of three parcels of land (Lot 076/Map 36, Lot 004/Map 41 and Lot 005/Map 41), and spans from the Main Road to the Penobscot River, as shown on the **Property Plan**.



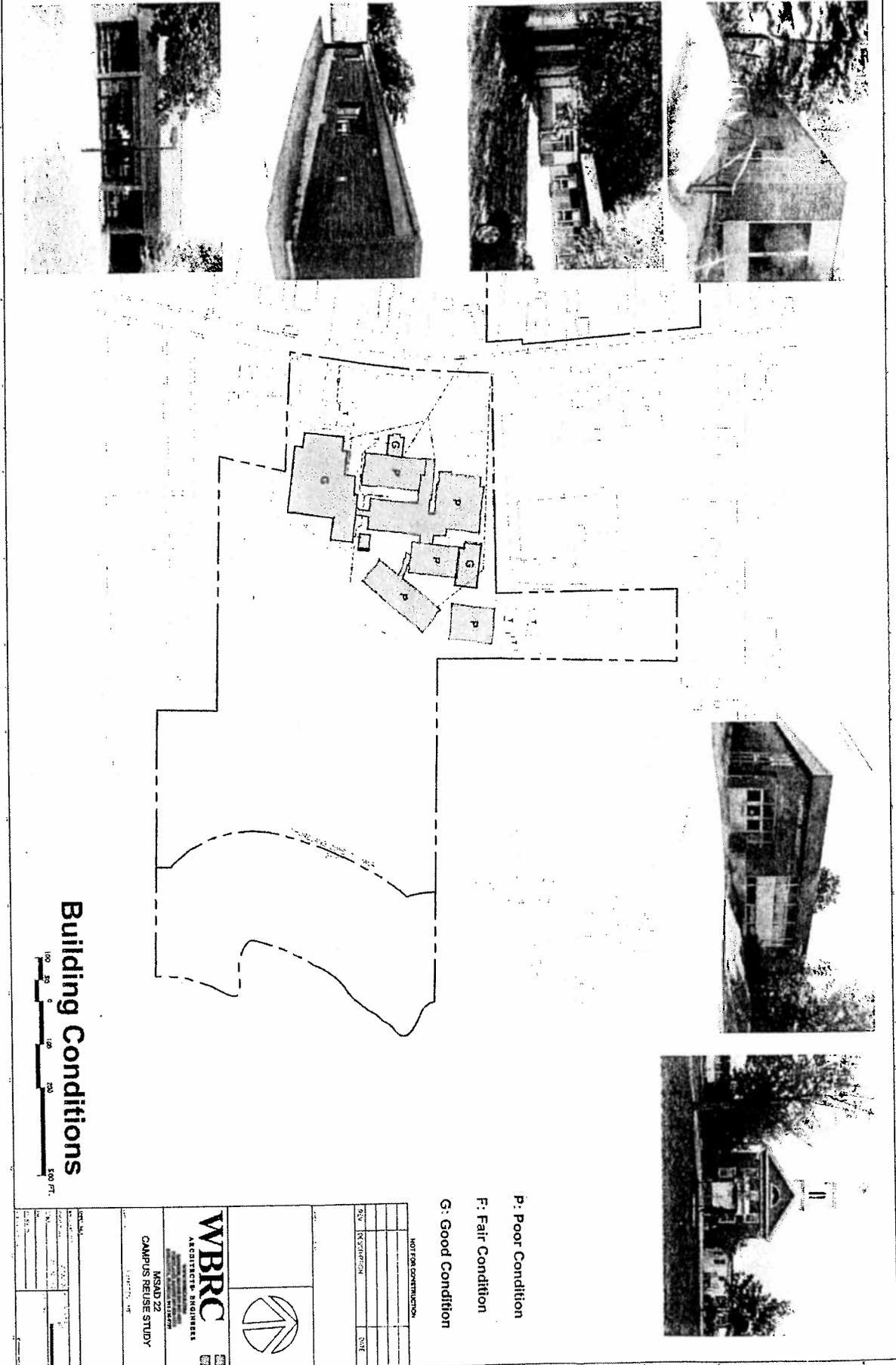
Property Plan



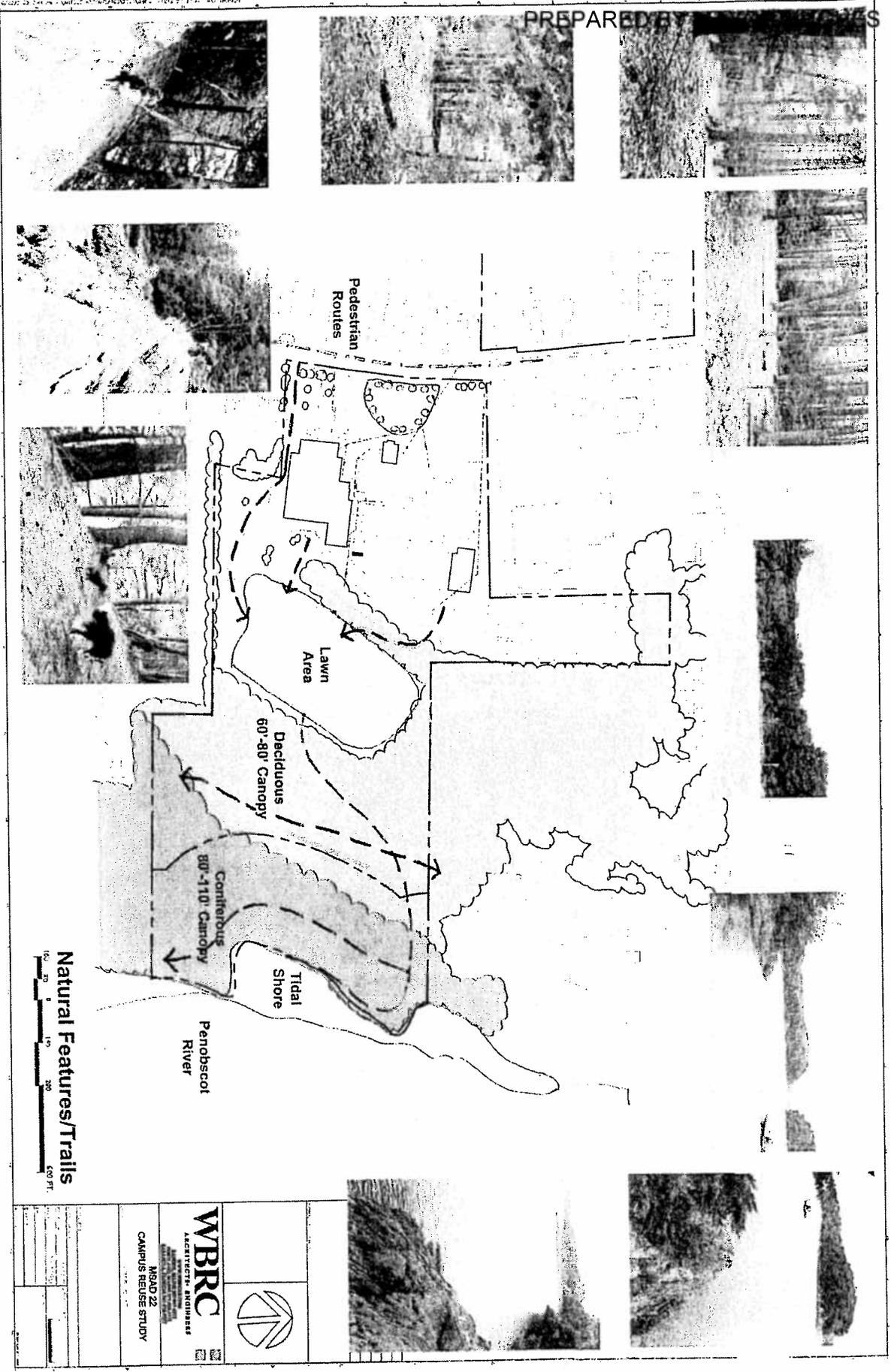
Hampden Academy

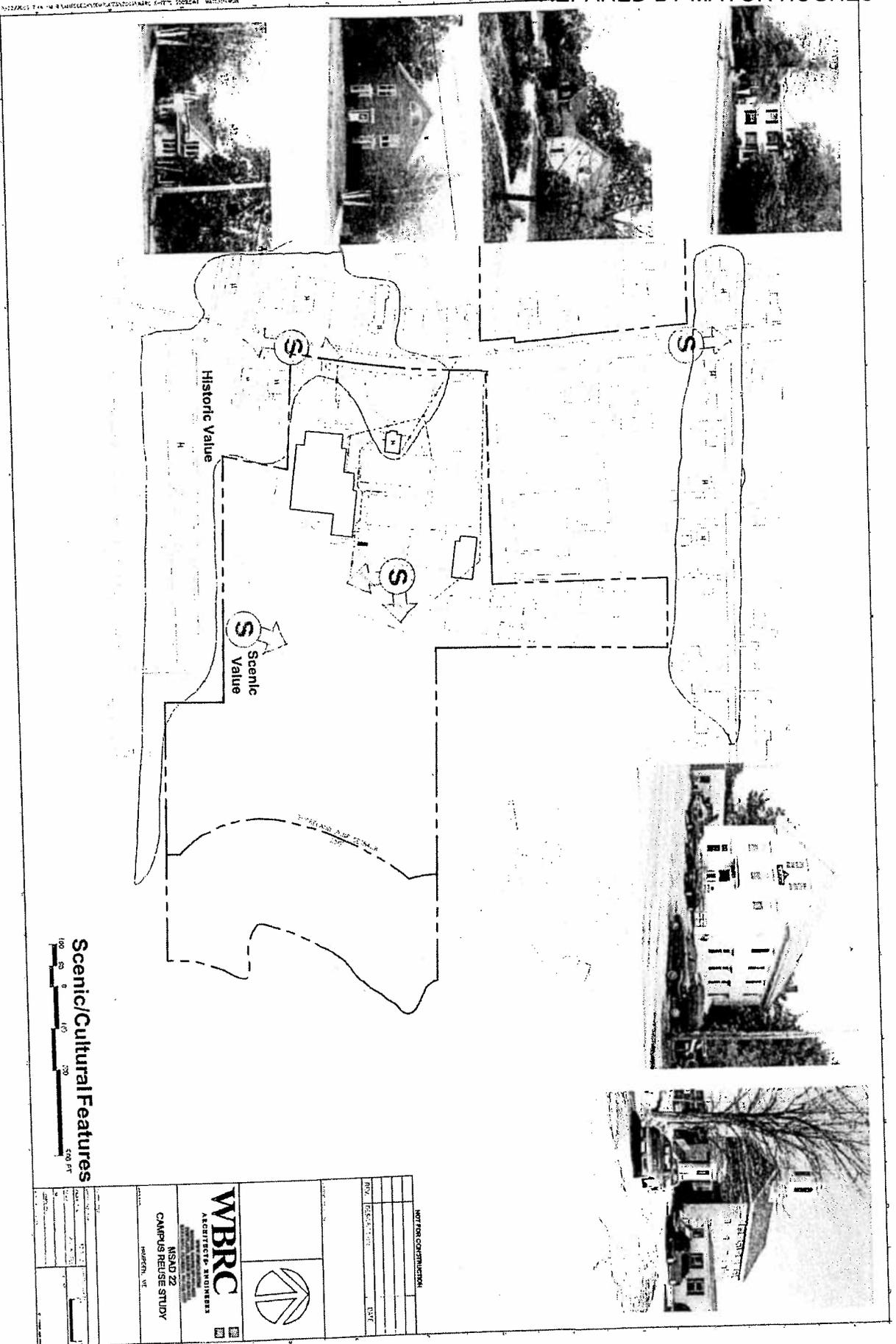
Approved

PREPARED BY MAYOR HUGHES



PREPARED BY

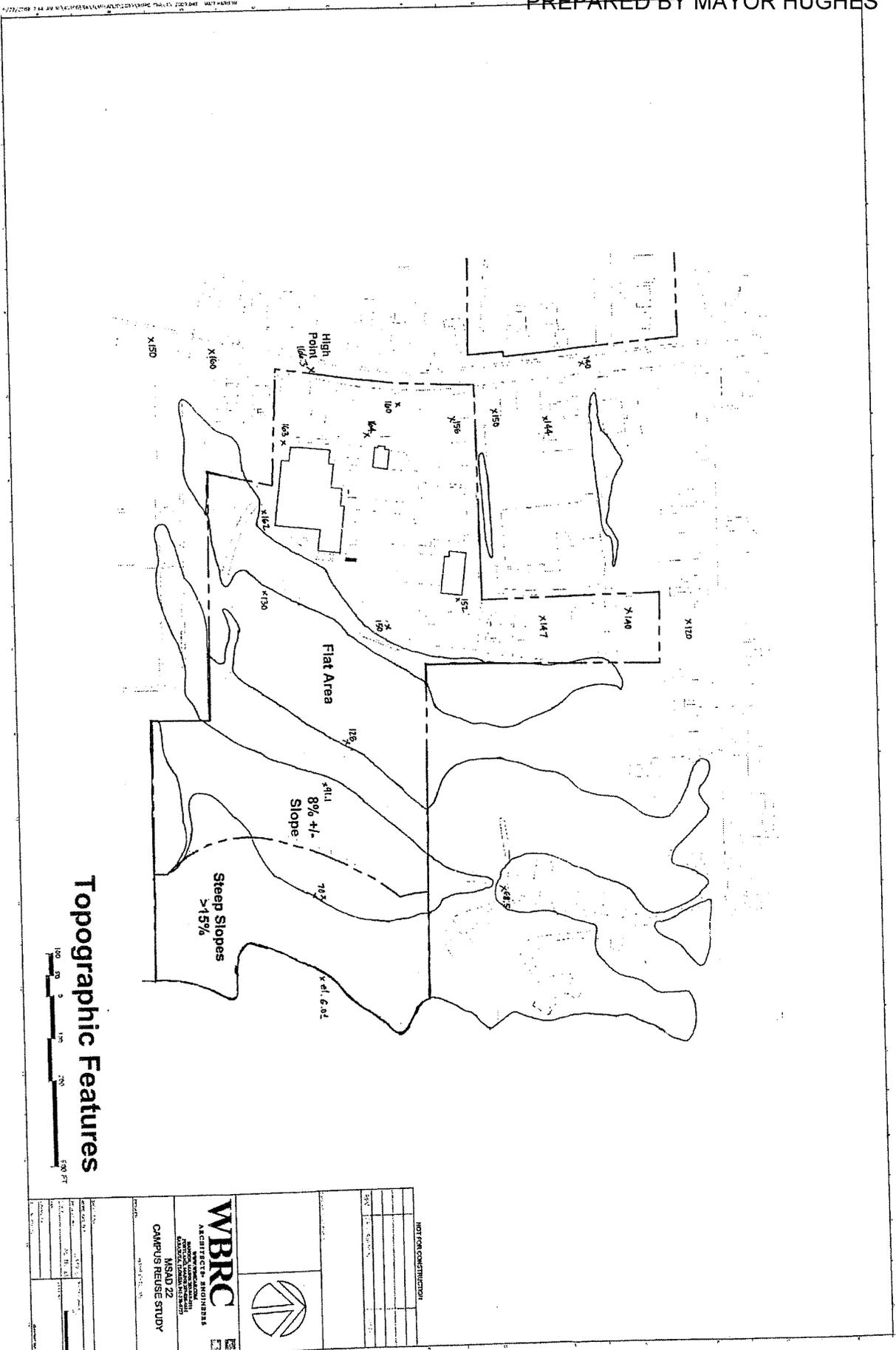




Scenic/Cultural Features



 <p>WBRC ARCHITECTS & ENGINEERS</p>		<p>NSAD 22 CAMPUS REUSE STUDY HAMPTON, VT</p>
<p>DATE: 10/15/10 SCALE: AS SHOWN SHEET: 1 OF 1</p>		
<p>PROJECT: NSAD 22 CAMPUS REUSE STUDY LOCATION: HAMPTON, VT</p>		



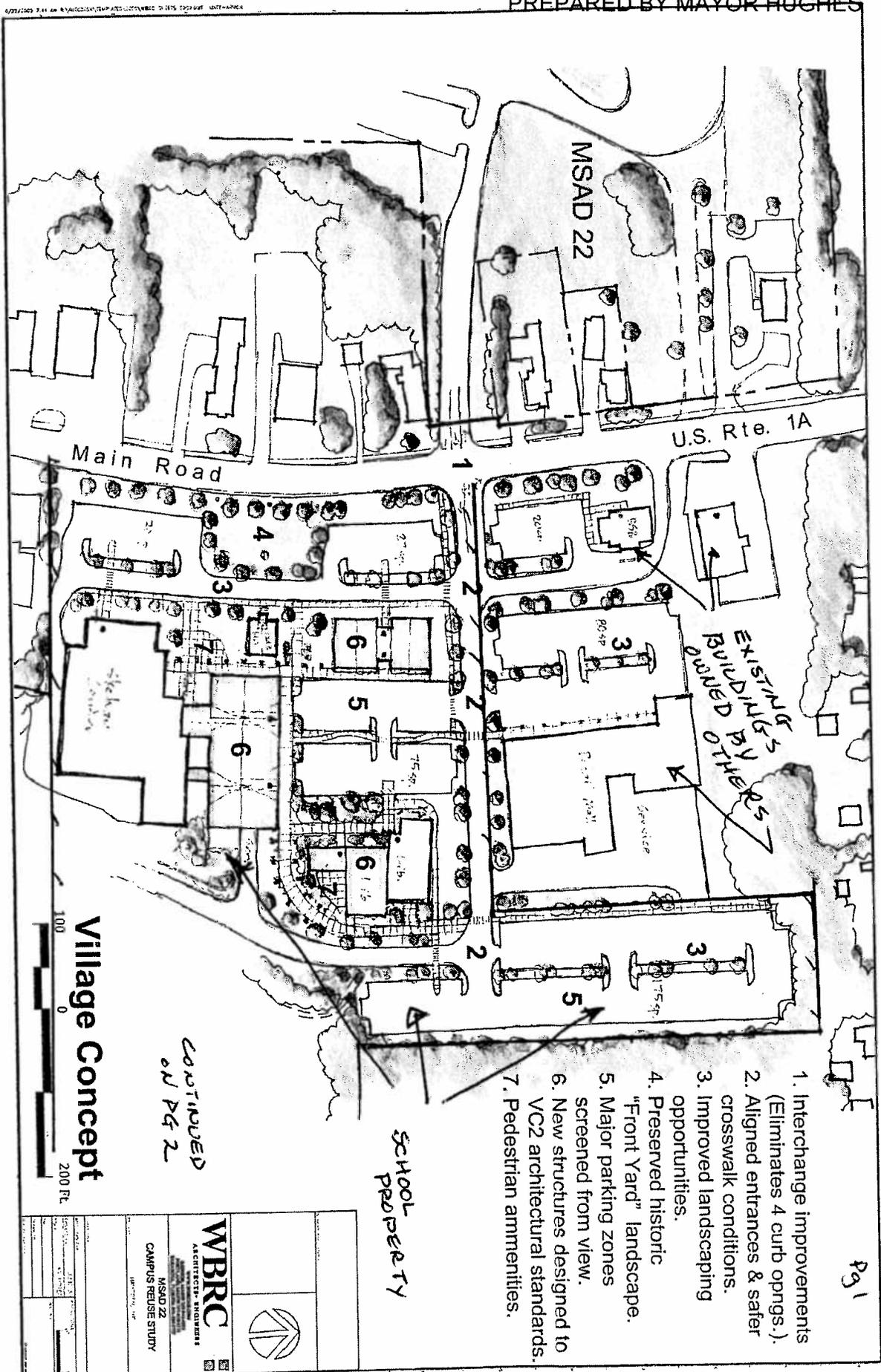
Topographic Features



NOT FOR CONSTRUCTION

DATE	
BY	
CHECKED	
APPROVED	

WBRC
ARCHITECTS + ENGINEERS
1000 WEST 10TH AVENUE
DENVER, CO 80202
MSAD 22
CAMPUS REUSE STUDY



1. Interchange improvements (Eliminates 4 curb openings.)
2. Aligned entrances & safer crosswalk conditions.
3. Improved landscaping opportunities.
4. Preserved historic "Front Yard" landscape.
5. Major parking zones screened from view.
6. New structures designed to VC2 architectural standards.
7. Pedestrian amenities.

pg 1

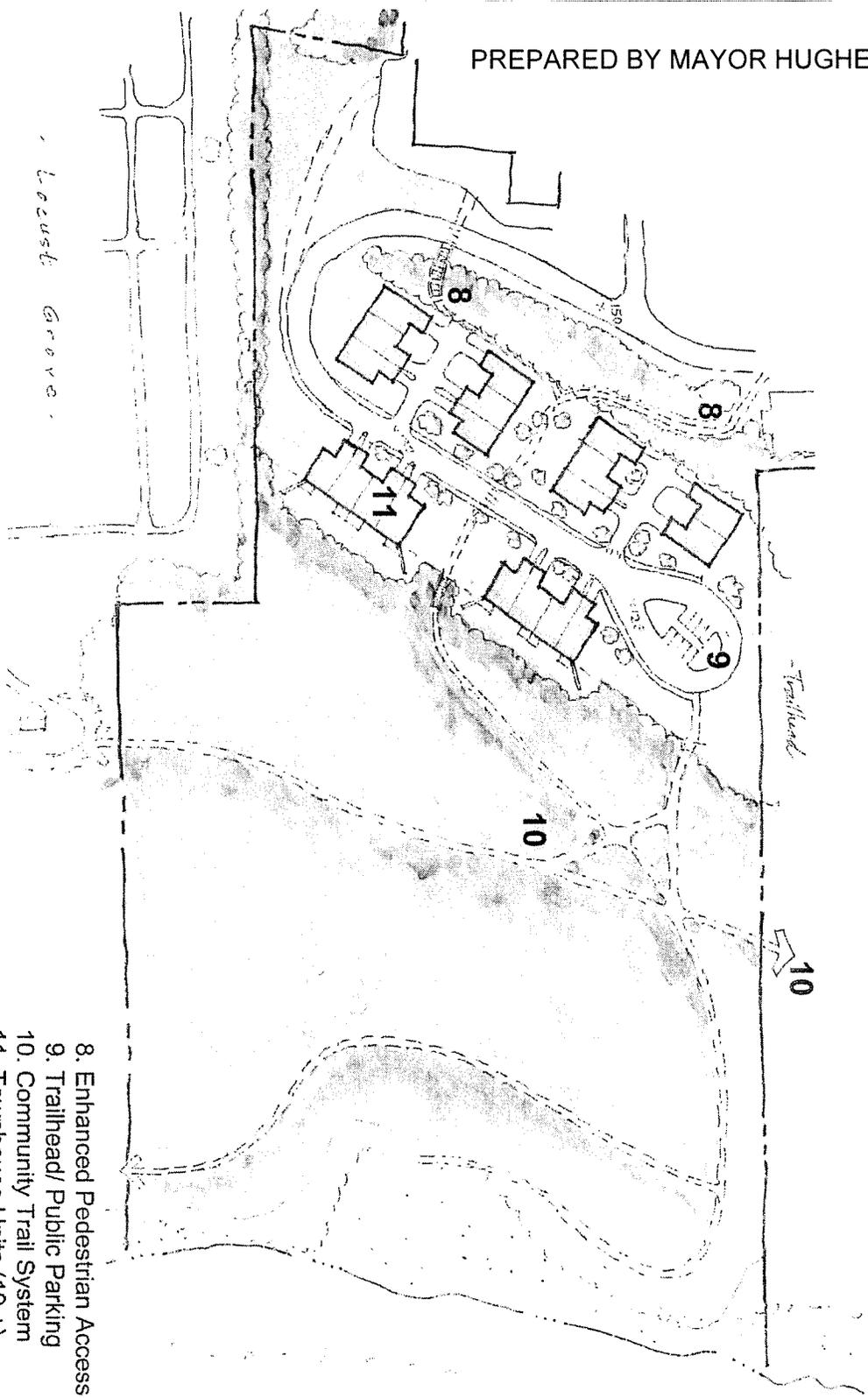
SCHOOL PROPERTY

CONTINUED ON PG 2

Village Concept



 WBRC ARCHITECTS-ENGINEERS																	
MSAD 22 CAMPUS REUSE STUDY																	
<table border="1"> <tr> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION							<table border="1"> <tr> <td>SCALE</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	SCALE							
DATE	DESCRIPTION																
SCALE																	



- 8. Enhanced Pedestrian Access
- 9. Trailhead/ Public Parking
- 10. Community Trail System
- 11. Townhouse Units (19 +)

Village Concept



Pg 2

 <p>WBRC ARCHITECTURAL ARCHITECTS 1000 W. MAIN ST. SUITE 100 ANN ARBOR, MI 48106 734.769.1234 WWW.WBRC-ARCHITECTS.COM</p>	
<p>INSAD 22 CAMPUS REUSE STUDY</p>	
<p>DATE: 10/15/11</p>	
<p>SCALE: AS SHOWN</p>	
<p>PROJECT: HAMPDEN ACADEMY CAMPUS RE-USE</p>	
<p>DESIGNED BY: []</p>	
<p>DRAWN BY: []</p>	
<p>CHECKED BY: []</p>	
<p>DATE: 10/15/11</p>	

APPENDIX G

FROM: SUE WESSARD
 PREPARED BY MAYOR HUGHES

OLD HAMPDEN ACADEMY OPERATIONAL COSTS & INCOME - 8 MONTHS OF OWNERSHIP

EXPENSES

HEATING:

BUILDING	GALLONS	COST
Skehan Center	10,386.50	\$34,057.33 ³
Industrial Arts	<u>3,765.60</u>	\$14,686.97 ² why was this heated?
Wing 4	4,897.10	\$19,140.20 ²
Old Gym, Wings 2&3		
Library	13,175.00	\$49,918.51 ²
Wing 1	4,851.20	\$17,209.09 ²
(inc. 1843 bldgs)		

ELECTRICITY - 7 MONTHS
 (No breakdown possible due to co-mingled electrical)

\$18,372.83^{2,3} (ASSUME 50% SKEHAN CENTER)

WATER/SEWER (3 QUARTERS)
 (Water billing includes base charge for 4 water meters that serve the property. There are two main lines that come onto the property and branch off to four different areas.)

\$10,305.06^{2,3} BASE COST TO HAMPDEN WATER DIST (ASSUME 1/3 SKEHAN CENTER)

HEATING REPAIRS

\$22,928.59¹

PLUMBING REPAIRS - SKEHAN CENTER

\$ 1,892.51¹

ELECTRICAL WORK

\$ 629.74¹

NEW FLOORING - SKEHAN CENTER
 (STOLEN FROM WEIGHT ROOM PRIOR TO SALE)

\$ 4,828.28¹
 -4,000 = donation
 828.28

INSPECTIONS/STATE REQUIREMENTS

- GAFTEK - OIL TANK
- ME FIRE PROTECTION
- ME FIRE SYSTEMS
- ELEVATOR INSPECTION
- SPCC PLAN
- BACKFLOW INSPECTION

\$ 9,810.25¹

SKEHAN CENTER PROGRAMS
 (Does not include wages for any personnel at the center)

\$ 3,946.00

LEGAL FEES ?

\$ 4,459.50¹

TDS - alarm line

\$ 353.35¹

SKEHAN CENTER – SUPPLIES/MATERIALS	\$ 8,923.16
SKEHAN CENTER – FLOOR CLEANER (6 MONTHS OF LEASE)	\$ 1,800.06
TOTAL – ALL BUILDINGS AND COSTS	\$223,262.43
INCOME	
CHURCH RENTAL INCOME (\$1,670 X6)	\$10,020.00
RECREATION PROGRAM INCOME	\$31,860.06
DONATION FOR FLOORING	\$ 4,000.00
TOTAL INCOME	\$45,880.06 <i>41,880.06</i>
NET OPERATING LOSS – 8 MONTHS	(\$177,382.37)

ENVIRONMENTAL ASSESSMENT & ACQUISITION COSTS

ENVIRONMENTAL ASSESSMENTS	2012-2013	\$ 48,516.67
	2011-2012	\$ 3,500.00
	TOTAL ENVIRONMENTAL	\$ 52,016.67 *
ATTORNEY & APPRAISAL FEES		\$ 11,968.20 * <i>4,459.50</i>
TOTAL ENVIRONMENTAL & ACQUISITION COSTS		\$ 63,984.87

NOTES

1 TOTAL START UP COSTS & PROPERTY ACQUISITION

LEGAL	16,427.70
ENVIRONMENTAL	52,016.67
REPAIRS, INSPECTIONS & SPEC PLAN	36,089.37
	<u>\$ 104,533.74</u>

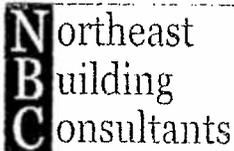
2 OPERATIONAL COSTS

FUEL COST FOR HEAT, ELEC & UTILITIES EXCEPT SKEHAN	\$ 100,254.77 9,186.42 6904.39
LESS RENTAL TO CHURCH	<u>116,345.58</u> <u>- 10,020.00</u>
	<u>106,325.58</u>

PREPARED BY MAYOR HUGHES

SKEEHAN CENTER COSTS

	\$ 34,057.33
- FUEL + UTILITIES	\$ 14,338.98
- MAINTANENCE	\$ 10,723.22
- MISL. PROGRAM COSTS	\$ 3,946.00
	<hr/>
	\$ 63,065.53
LESS RECREATION INCOME	\$ 31,860.06
	<hr/>
	(31,205.47)



Budget Summary
 for
Hampden Academy Demolition Analysis
Hampden Maine
 **OPTION-1
 November 23, 2010

TOTAL FUNDS REQUIRED

		1,487,735
		<u>- 80 -</u>
		1.4 m
Administration Cost and Reserve		
Advertising and Legal Cost	3,500	
Hazardous Material - Contingency	19,810	
Demolition - Contingency	43,680	
Building/Site Improvements - Contingency	59,630	

Sub-total 126,620

Fees and Services

Engineering-Hazardous Material Removal	19,810	
Engineering - Demolition	43,680	
A/E - Building & Site Improvements	59,630	
Clerk of the Works	10,000	
Sub-total		133,120

Construction

Hazardous Material Abatement	194,810	
Demolition	436,875	
Building Improvements:		
Building #1 - Science Wing	257,100	} 385K
Building #8 - Skehan Center	51,188	
Building #9 - Old Academy	80,403	
Site Improvements	207,619	

Sub-total 1,227,995

**OPTION-1: Under this option the following buildings will remain in place:
 Building #1-Science Wing.
 Old Original Academy
 1976 Gym (Skehan).



Budget Summary
for
Hampden Academy Demolition Analysis
Hampden Maine
**OPTION-4
April 26, 2011
Revised April 27, 2011

TOTAL FUNDS REQUIRED

Administration Cost and Reserve

Advertising and Legal Cost	3,500
Hazardous Material - Contingency	19,480
Demolition - Contingency	55,660
Building/Site Improvements - Contingency	66,880

Sub-total 145,520

Fees and Services

Engineering-Hazardous Material Removal	19,810
Engineering -- Demolition	55,600
A/E -- Building & Site Improvements	62,280
Clerk of the Works	10,000

Sub-total 147,690

Construction

Hazardous Material Abatement	194,810
Demolition	556,590
Building Improvements:	
Building #8 - Skehan Center	51,188
Building #9 - Old Academy	<u>401,738</u>
Site Improvements	215,950

Sub-total 1,420,276

1,713,486
- 200,000
~~1,513,486~~
1.5 M

**OPTION-4: Under this option the following buildings will remain in place:
Old Original Academy Building and the 1976 Gym (Skehan Center)
All other buildings/wings will be demolished.

C-3-b

REQUEST FOR PROPOSALS FROM DEVELOPERS FOR DEVELOPMENT OF PHASE II OF THE HAMPDEN BUSINESS PARK

The Town of Hampden (Town) is soliciting proposals from qualified developers for the acquisition and development of Phase II of the Hampden Business Park. The Town is pursuing an innovative approach to development of the final phase of the Hampden Business Park (Park) located on Route 202 in Hampden, Maine.

Background

The Hampden Business Park is located on limited access Route 202. Developed in 1999, the park consists of 37 lots located on 132 acres. Phase I consists of 18 pre-permitted lots of which 6 remain available. Phase II, yet to be constructed, has received Site Plan approval for an additional 19 pre-approved lots.

The Hampden Business Park has Protective Covenants specifying architectural design and landscaping guidelines, particularly in Phase I. Phase II, although covered by the Covenants, is less restrictive. The Covenants were designed to protect all occupants of the park to ensure attractive buildings and protect and enhance property values.

Areas pre-permitted for development, on individual parcels, have been identified and illustrated on the approved plans available at the Town Office.

The Park has its own designated zoning district to ensure conformance of anticipated uses.

The Town desires to complete the proposed development, however, is limited in financial resources to complete the proposed infrastructure.

Proposed Development

The Town desires to solicit developers who have the financial capacity and experience to develop the properties for ultimate sale by the developer.

The Town desires to have the proposed infrastructure including, but not limited to, roadways, bridges, water, sewer, sidewalks, storm water management and control, and electrical completed in a manner consistent with the original plan.

Plans and Specifications for construction have been prepared by WBRC Architects & Engineers, dated July 18, 2001 to complete the proposed infrastructure. Plans and Specifications may be acquired at Northeast Reprographics at the cost of reproduction. The Developer may propose valued engineering options to construction, however, must

state that any respective revisions to design, and associated local, State, and federal permitting shall be accomplished by a professional engineer of the Developer. References must be provided by the Developer as required below.

All work must conform to local, state, and federal environmental and occupational safety rules and regulations.

The Town of Hampden will evaluate RFP submissions and negotiate a preferred developer agreement by applicable means. This Agreement may require that certain milestones are accomplished.

The Town encourages interested and qualified parties to submit proposals for development of the final phases of the Park including transfer of the proposed property to the Developer.

Proposals

Proposals shall include the following:

1. Detailed narrative of the proposed development of the site including phasing, scheduling and milestones for construction.
2. Estimated developer project costs and estimated financial benefits to the Town as a result of the development.
3. Relevant Project Experience: Describe current and previous similar experience of the firm or development team on similar projects within the last 10 years. Provide a minimum of 5 examples. Provide resumes of the Developer's key project team such as: Principal in Charge, Project Manager, Professional Engineer (if required), Site Supervisor, and pertinent employees or subcontractors and consultants.
4. References: Provide financial and development references with respect to current and past project development experiences. Include a minimum of 5 references with contact information and relevance to the proposed Project.
5. A proposed acquisition price or cost associated with a proposed alternative to acquisition.
6. A Surety Guarantee shall be required in the amount of the estimated infrastructure cost with terms for schedule negotiated with the Developer. Evidence of the developer's financial capacity to complete the proposed development including a letter from the developers bonding agent stating that the developer will be bonded as prescribed above. No bid bond is required to accompany this package.

7. The amount of the developer's total projected investment in the property, including anticipated property tax revenues from the developer's investment.
8. Acknowledgement that the Developer will be responsible for all local building permits, Planning Board approvals, inspections and coordination of all related work activity.

Evaluation of Proposals

The Town will evaluate the proposals based on the approach to the project, schedule, qualifications and experience of the firm and the firm's personnel, financial capacity and stability, and acquisition cost. Negotiations with a select firm of the terms and conditions as defined by the proposal will proceed thereafter.

All proposals shall be submitted in a sealed envelope clearly marked "Park RFP" and submitted to the Town Clerk, Town of Hampden, 106 Western Avenue, Hampden, Maine 04444 no later than 10:00 am on May 22, 2013. The Hampden Town Council will review proposals within 60 days and may interview select firms. The Town reserves the right to accept or reject any and all proposals or negotiate additional terms and conditions based on the best interests of the Town.

Questions shall be directed to and further information may be requested by contacting Dean Bennett, Economic and Development Director at 207.862.3034.

Hampden Business Park

Proposal for Final Development

Sargent Corporation, and its related real estate holding companies, SSR, LLC and SSR, LLC II (referred to collectively herein as “Sargent”), hereby offer the following proposal for final development of the Hampden Business Park, pursuant to the Town of Hampden’s Request for Proposals.

1. **Detailed Narrative:** Sargent proposes to complete infrastructure work in accordance with current design (except as noted) in exchange for the lots now remaining in the business park. The infrastructure will be built in two phases (see Sketch SK-1) with the completion of Phase 1 no later than December 31, 2015, and completion of Phase 2 no later than December 31, 2019.

Upon completion of Phase 1, the town will deed the following lots to Sargent for Sargent’s resale and/or development: 2,4,6,8,9,10,14, 17, and 19-32.

Upon completion of Phase 2, the town will deed the following lots to Sargent for Sargent’s resale and/or development: 33,34,35,36,37.

Please note on Sketch SK-1 that the lots intended for transfer as part of Phase 1 are cross-hatched horizontally, and those intended for transfer as part of Phase 2 are cross-hatched vertically.

This proposal is predicated on the following departures from the Town’s current infrastructure design:

- Cul-de-sacs will be constructed at lots 32 and 33 (see Sketch SK-1) and no wetland crossing will be constructed;
- Roadway design of Phase 3 will be optimized to reduce fill and the need for a “bridge-type” structure at the open space between lots 10 and 37 (see Sketch SK-1)

In addition to the above infrastructure considerations, this proposal is based on the following tax considerations:

- There will be no property taxes on properties transferred until such time as properties have either been sold or otherwise put to beneficial use by Sargent (building for lease). In this case, the use for certain parcels for stockpiling or grading for future development will not be construed as beneficial use.
- Upon either sale or beneficial use by developer, the developer (and successors) will receive Tax Increment Financing which will approximate a refund at 50% of the mill rate for the first ten (10) years after beneficial use.

2. **Estimated Costs and Benefits to Town**

Costs: Sargent's costs for final design, permitting and construction of the two phases are estimated as follows"

- Phase 1 – \$ 2,250,000
- Phase 2 – \$ 1,225,000

Estimated financial benefits to Town of Hampden: Considered in terms derived purely from property taxes, estimated tax benefits are as follows:

27 lots with eventual valuation of ~ \$800,000 per lot = \$21,600,000 in additional property value. Taxed at the town's current mill rate of \$15.9 yields additional revenue to the town of \$171,720 per year during the first ten years and \$343,500 per year thereafter.

3. **Relevant project experience:** While Sargent constructed the existing Hampden Business Park, and the company has over two dozen investment properties, we have no current experience relative to speculative commercial development.
4. **References:** See '3' above.
5. **Proposed acquisition price:** Sargent proposes that the remaining lots be transferred to its ownership will be full consideration for construction of the town's infrastructure – in effect, an "even swap".
6. **Surety guarantee:** See attached letter from Skillings-Shaw Associates, our bonding agency.
7. **Developer's investment:** See '2' above.
8. **Acknowledgment to adhere to regulations:** Sargent hereby affirms its intent to abide by building permits, planning board approvals, inspections and coordination of all work activity. However, Sargent reserves the right to withdraw this proposal in the event an impasse occurs during consideration of Sargent's proposed adjustments to infrastructure.

ORDINANCE ENACTING CHARTER AMENDMENTS

The Town of Hampden hereby ordains that the following amendments to the Town Charter be enacted:

Deletions in ~~strikeout~~.
Additions underscored.

ARTICLE II
TOWN COUNCIL

Sec. 201 Composition and Term of Office

(b) *Term of Office* – The term of office for councilors elected ~~on or after~~ at the regular municipal elections held in ~~2005~~ 2014 and 2015 shall be ~~three (3) years~~. as follows:

2014 Election - 2 District Councilors for 3 years
 1 District Councilor for 2 years
 1 District Councilor for 1 year

(The initial term for each District Councilor position shall be determined by a lottery conducted by the Town Clerk no later than July 1, 2014.)

2015 Election - 1 District Councilor for 3 years
(Note: For the one year term position elected in 2014)
 1 At Large Councilor for 3 years
 1 At Large Councilor for 2 years
 1 At Large Councilor for 1 year

2016 Election - Staggered elections for three year terms for all expiring
 councilor terms shall resume in 2016.

Provided, however, that any councilor elected to fill a vacancy shall serve the unexpired term of that position.

Note: The purpose of this amendment is to create annual staggered elections for a combination of District and At Large councilors, with 3-year terms to resume after the transition period.

Sec. 206 Prohibitions – Except where otherwise authorized by statute no councilor shall hold any other elected state, county, or town office or town employment during the term for which that person was elected to the town council. Neither the council nor any of its members shall, in any manner, dictate the appointment or removal of any administrative officials or employees whom the manager or any subordinates are empowered to appoint, but the council may express its views and fully and freely discuss with the manager anything pertaining to appointment and removal of such officials and employees.

Note: The purpose of this amendment is to no longer allow persons who serve in elected state or county offices to also serve concurrently as a town councilor.

Sec. 207 Vacancies; Forfeiture of Office; Filling of Vacancies

(b) Forfeiture of Office – A councilor shall forfeit that person’s office if that person (1) lacks at any time during that person’s term of office any qualification for the office prescribed by this charter or by law, (2) violates any express prohibition of this charter, (3) is convicted of a crime or offense which is, during that person’s term, reasonably related to that person’s ability to serve as councilor, or (4) fails to attend ~~three (3) consecutive regular meetings or misses more than a maximum of six (6) regular or special meetings per year~~ of the council in the prior twelve month period without being excused by the council.

Note: The purpose of this amendment is to define the number of absences that a councilor can have on a rolling year basis before forfeiting the office.

ARTICLE VIII
NOMINATIONS AND ELECTIONS

Sec. 801 Conduct of Elections – The regular municipal election shall be held on the Tuesday following the first Monday of November in each year. Except as otherwise provided by this charter, the provisions of Title 21-A of the Maine Revised Statutes Annotated shall apply to elections held under this charter. All elections called for under this charter shall be conducted by the election officials established under Title 21-A. In the event that this charter or Title 21-A do not address a particular election matter, any relevant election provision of Title 30-A of the Maine Revised Statutes shall apply. For the conduct of elections, for the prevention of fraud in such elections and for the recount of ballots in case of doubt, the council shall adopt by ordinance all regulations which it considers desirable, consistent with law and this charter. Qualified voter shall mean any person qualified and registered to vote under law.

Note: The purpose of this amendment is to clarify that elections for the Town of Hampden are governed by the charter or Title 21-A of the Maine statutes. Title 21 referenced in the current Charter provision was repealed and replaced by Title 21-A. In addition, language was added to provide that if the charter and Title 21-A do not cover a particular election matter, the relevant provisions of Title 30-A (the Title dealing with municipalities) would apply.

Sec. 802 Officials Nominated and Elected at Large

(a) ~~Names on Ballots.~~ Councilors at Large. The full names and street addresses of all candidates nominated for councilor at large, except those who have withdrawn, died,

or become ineligible shall be printed on the official ballots under a heading reading: “Nominees ~~of~~ for Councilor at Large”.

(b) ~~Councilor Elected by District Councilors~~. The full names and street addresses of all candidates nominated for ~~membership as~~ district councilor ~~in the council~~, except those who have withdrawn, died, or become ineligible, shall be printed only on the official ballots ~~for their respective districts~~ under the separate heading reading: “Nominees for District Councilor”.

Note: The purpose of this amendment is to clarify the language.

Sec. 805 Election Provisions – Provisions of Title 21-A of the Maine Revised Statutes ~~the laws of the State of Maine~~ relating to the qualifications of voters, registration, the manner of voting, the duties of election officers and all other particulars respective to preparation for, conducting and management of elections, so far as they may be applicable, shall govern all municipal elections, except as otherwise provided in this charter. In the event that this charter or Title 21-A do not address a particular election matter, any relevant election provision of Title 30-A of the Maine Revised Statutes shall apply.

Note: The purpose of this amendment is to clarify that elections for the Town of Hampden are governed by the charter or Title 21-A of the Maine statutes. Title 21 referenced in the current Charter provision was repealed and replaced by Title 21-A. In addition, language was added to provide that if the charter and Title 21-A do not cover a particular election matter, the relevant provisions of Title 30-A (the Title dealing with municipalities) would apply.

EFFECTIVE DATE: The foregoing amendments to the Town of Hampden Town Charter shall become effective upon adoption by the voters.

ELECTION SCHEDULE IF CHARTER AMENDMENTS ARE ADOPTED (Note: District #'s are for example purposes only)

<u>YEAR</u>	<u>OFFICES TO BE VOTED ON</u>	<u>TERM EXP.</u>	<u>BALLOT DISTRIBUTION</u>
2013	SPECIAL ELECTION FOR COUNCILOR AT-LARGE	12/31/2015	This only requires ONE BALLOT
2014	DISTRICT 1 - 3 YEARS DISTRICT 2 - 3 YEARS DISTRICT 3 - 2 YEARS DISTRICT 4 - 1 YEAR	12/31/2017 12/31/2017 12/31/2016 12/31/2015	Will require FOUR BALLOTS – one for each District – same as in the past for District Councilors
2015	DISTRICT 4 – 3 YEARS AT-LARGE – 3 YEARS AT-LARGE – 2 YEARS AT-LARGE – 1 YEAR	12/31/2018 12/31/2018 12/31/2017 12/31/2016	TWO BALLOTS – District 4 voters will get ballot with District 4 and <u>At-Large</u> candidates; Districts 1, 2 & 3 will get ballot with At-Large candidates only.
2016	DISTRICT 3 – 3 YEARS AT-LARGE – 3 YEARS	12/31/2019 12/31/2019	TWO BALLOTS – District 3 will get District 3 and <u>At-Large</u> candidates; Districts 1, 2 & 4 At-Large only
2017	DISTRICT 1 – 3 YEARS DISTRICT 2 – 3 YEARS AT-LARGE – 3 YEARS	12/31/2020 12/31/2020 12/31/2020	THREE BALLOTS – District 1 will get District 1 and <u>At-Large</u> ; District 2 will get District 2 and <u>At-Large</u> ; Districts 3 and 4 will get <u>At-Large</u> only
2018	DISTRICT 4 – 3 YEARS AT-LARGE – 3 YEARS	12/31/2021 12/31/2021	TWO BALLOTS – District 4 will get District 4 and <u>At-Large</u> ; Districts 1, 2 & 3 <u>At-Large</u> only

39 Wheelden Heights
Hampden, ME 04444-1817
207-356-7384
jasongrichard@yahoo.com

June 3, 2013

Town of Hampden
Town Council
Attention: Janet M. Hughes, Mayor
106 Western Avenue
Hampden, ME 04444

Subject: Water District Trustee Vacancy

Dear Mayor Hughes:

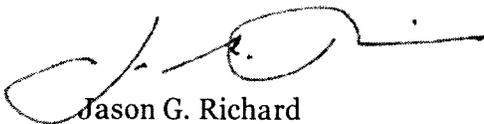
I am writing to express my interest in filling the unexpired term recently vacated by a Water District Trustee. As requested, I have enclosed an application for the position.

I currently live in Hampden with my wife and three children. We have called Hampden our home for more than ten years, and for some time I have been contemplating becoming more involved in the community. When I learned of this Water District Trustee vacancy, I thought that my finance and management education and background would make me a good fit for the position.

Aside from the responsibility of operating a high-quality water system, the business of the water district is also one of planning, budgeting, capital investment and finance, issues I deal with routinely in my current profession. I am the treasurer and chief financial officer of S. W. Cole Engineering, Inc., an engineering and construction materials consulting firm headquartered in Hermon with eight offices in Maine, New Hampshire and Vermont. I have been with the firm for fifteen years, and serve on its board of directors and investment committee. I have enjoyed being involved in the construction industry through leadership roles, including the offices of secretary, vice president and president, of the Maine chapter of the Construction Financial Management Association.

I look forward to this opportunity to serve the community, and I am available to discuss this further and answer any questions at your convenience.

Very truly yours,



Jason G. Richard



Denise Hodsdon <clerk@hampdenmaine.gov>

C-4-a

e911 ordinance

1 message

Gretchen Heldmann <gheldmann@hampdenmaine.gov> Thu, Jul 18, 2013 at 2:17 PM
To: Denise Hodsdon <clerk@hampdenmaine.gov>, Susan Lessard <manager@hampdenmaine.gov>
Cc: Dean Bennett <economicdevelopment@hampdenmaine.gov>

At the P&D Committee meeting last night, the Committee voted to send to full Council the draft e911 Ordinance, attached. This motion was made by Councilor Lawlis and 2nd by Councilor Ryder, with all five present in favor. This draft has been reviewed by Tom Russell. Please put this item on the next Council agenda, if possible.

The purpose of this ordinance is to enhance the easy and rapid location of structures by public safety. It lays out the procedures for when and how addresses are assigned. It is NOT retroactive and will not cause people to be forced to have their address number changed. This is a procedures document for going forward so that both the e911 Addressing Officer and the public are on the same page regarding how this is intended to work.

Any questions please let me know.

Thank you,
~G

Gretchen Heldmann, GISP
GIS/IT Specialist, Town of Hampden
Office Hours: Mon.-Thurs. 7:30am-6pm
106 Western Avenue
Hampden, ME 04444
Phone: (207)862.4500 x142
<http://www.hampdenmaine.gov/>
***!NEW!* Aerial Imagery for Maine!** <http://www.maine.gov/geolib/orthophotography.htm>

Hampden_e911AddressingOrdinance Revised 06 03 13.docx
43K

**TOWN OF HAMPDEN, MAINE
E911 ADDRESSING ORDINANCE**

ENACTED DATE: MONTH, XX, 2013
EFFECTIVE DATE: MONTH, XX, 2013

CERTIFIED BY: _____
Name

Title Affix Seal

**TOWN OF HAMPDEN, MAINE
E911 ADDRESSING ORDINANCE
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DRAFT

**ARTICLE 1.
TITLE**

1.1 Title. This Ordinance shall be known as the "Addressing Ordinance."

**ARTICLE 2.
PURPOSE**

2.1 Purpose. The purpose of this Ordinance is to enhance the easy and rapid location of structures by law enforcement, fire, rescue, and emergency medical services personnel in the Town of Hampden.

**ARTICLE 3.
AUTHORITY**

3.1 Authority. This ordinance is adopted pursuant to and consistent with Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1 of the Constitution of the State of Maine and Title 30-A M.R.S.A. Section 3001.

**ARTICLE 4.
DEFINITIONS**

4.1 Construction Language. In this Ordinance, certain terms or words shall be interpreted as follows: The word "person" includes a firm, association, organization, partnership, trust, company, corporation or other legally recognized entity, as well as an individual; the present tense includes the future tense, the singular number includes the plural, and the plural includes the singular; the word "shall" is mandatory; the word "structure" includes the word "building" and the word "dwelling" includes the word "residence", the word "parcel" includes the words "lot" or "plot". In case of any difference of meaning or implication between the text of this Ordinance and any map or illustration, the text shall control. Terms not defined shall have the customary dictionary meaning.

4.2 Definitions. In this Ordinance the following terms shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed:

Road: A "road" refers to any highway, road, street, avenue, lane, private way, or similar paved, gravel, or dirt thoroughfare serving three or more structures. A road name assigned by the municipality in accordance with this ordinance shall not constitute or imply Town acceptance of the road as a public way or Planning Board approval as a feature of a subdivision plan.

**ARTICLE 5.
ADMINISTRATION**

5.1 Administration. This Ordinance shall be administered by the designated e911 Addressing Officer who is authorized to and shall assign and/or approve road names and numbers to all properties, both on existing and proposed roads, in accordance with the criteria in Articles 6 and 7. The Addressing Officer shall be responsible for maintaining the following official records of this ordinance:

- a) A municipal map(s) for official use showing road names and numbers.
- b) An alphabetical list of all property owners as identified by current tax records, by last name, showing the assigned numbers.
- c) An alphabetical list of all roads with property owners listed in order of their assigned numbers.

The Town Manager shall designate an Addressing Officer, who is responsible for and authorized to provide all required addressing and database information to the state agency responsible for the implementation of Enhanced 9-1-1 service.

**ARTICLE 6.
ROAD NAMING SYSTEM**

6.1 Road Naming System. All roads that serve three or more structures shall be named regardless of whether the ownership is public or private. A road name assigned by the municipality shall not constitute or imply acceptance of the road as a public way. The following criteria shall govern the naming system:

- a) No two roads shall be given the same name (ex. Pine Road and Pine Lane).
- b) No two roads shall have similar-sounding names (ex. Beech Lane and Peach Lane).
- c) Each road shall have the same name throughout its entire length located within the boundaries of Hampden. Roads that continue through into an adjacent town may change names at the town border.

**ARTICLE 7.
NUMBERING APPLICATION PROCESS AND NUMBERING SYSTEM**

7.1 Numbering Criteria. The following criteria shall govern the numbering system:

7.1.1 Numbers shall be assigned to structures only. This includes but is not limited to: single or multi-family dwellings, camps, businesses, apartments, mobile homes, construction site office trailers. This process is initiated when a building permit application is pulled, so that numbers are assigned to structures being built, and not at the end of the construction period.

7.1.2 Numbers shall be assigned every 50 (fifty) feet along both sides of the road regardless of zone or location in town, with even numbers appearing on the left side of the road and odd numbers appearing on the right side of the road, as the numbers ascend.

7.1.3 All number origins shall begin from the intersection of Route 9 (Western Avenue) and Route 1A (Main Road North) or that end of a road closest to the designated origin. For dead end roads, numbering shall originate at the intersection of the adjacent road and terminate at the dead end.

7.1.4 The number assigned to each structure shall be that of the numbered interval falling closest to the driveway of said structure.

7.1.5 Every structure with more than one principle use or occupancy shall have a separate number for each use or occupancy, i.e. duplexes will have two separate numbers; apartments will have one road number with an apartment number, such as 235 Maple Road, Apt 2.

7.1.6 Parcels with more than one structure, such as a mobile home park or group development, shall be assigned unique addresses that make the most logical sense to each situation. Each structure shall be identified by a unique number. For example, 235 Maple Road, Lot 1 or 235 Maple Road, Unit 1.

7.2 Numbering Application Process. Numbers will be assigned when an applicant fills out and submits a “Driveway Entrance/e911 Address” application available at the town office. This application can be completed as a stand-alone application for an already-existing structure, or as part of the building permit application process for new structures. Applicants must adhere to all terms of the application, including staking and flagging the proposed or existing driveway entrance. The Addressing Officer will then GPS the staked/flagged location, process the GPS data, and scale out and assign an appropriate number.

ARTICLE 8. COMPLIANCE

8.1 Compliance. All owners of structures shall display and maintain in a conspicuous place, assigned numbers in the following manner:

- a) Number at the Road Line. The assigned number shall be displayed on a post, fence, wall, mail box, or on some structure adjacent to the walk or access drive to the residence or structure.
- b) Size, Color, and Location of Number. Numbers shall be of a color that contrasts with their background color and shall be a minimum of four (4) inches in height. Numbers shall be located to be visible from the road at all times of the year.
- c) Proper number. Every person whose duty is to display an assigned number shall remove any different number which might be mistaken for, or confused with, the number assigned in conformance with this Ordinance.

- d) Interior location. All residents and other occupants are requested to post their assigned number and road name adjacent to their telephone for emergency reference.

**ARTICLE 9.
NEW CONSTRUCTION, NEW SUBDIVISIONS, AND NEW ROADS**

9.1 New Construction. Whenever any residence or other structure is constructed or developed, it shall be the duty of the new owner to obtain an assigned number from the Addressing Officer. This shall be done at the time of the issuance of the building permit.

9.2 New Subdivisions. Any prospective subdivider shall show a proposed road name system on the pre-application submission to the Planning Board. Approval by the Planning Board, after consultation with the Addressing Officer, shall constitute the assignment of road names in the subdivision. On the final plan showing proposed roads, the applicant shall mark on the plan, lines or dots, in the center of the streets every 50 feet so as to aid in the assignment of numbers to structures subsequently constructed.

9.3 New Roads. Any prospective new roads not serving a new subdivision shall show a proposed road name on the pre-application submission to the Planning Board. Approval by the Planning Board, after consultation with the Addressing Officer, shall constitute the assignment of road names. On the final plan showing proposed roads, the applicant shall mark on the plan, lines or dots, in the center of the streets every 50 feet so as to aid in the assignment of numbers to structures subsequently constructed.

**ARTICLE 10.
EFFECTIVE DATE**

10.1 Effective Date. This Ordinance is not retroactive. Pursuant to Section 213(c) of the Town Charter, this Ordinance shall become effective at the expiration of 30 days after its adoption by the Town Council. It shall be the duty of the Addressing Officer to notify each property owner and the U.S. Postal Service of any new addresses assigned after the effective date of this ordinance.

**ARTICLE 11.
ENFORCEMENT AND CIVIL PENALTY**

11.1 Enforcement. The Addressing Officer has the authority to enforce the provisions of this Ordinance, as well as any officer of the Public Safety Department. If the Addressing Officer finds that any provision of this Ordinance has been violated, the Officer shall notify the property owner(s), or other person(s) responsible, in writing of the nature of the violation and the corrective action required. If the corrective action is not completed within 15 days of the issuance of the notice, the Town Manager, upon notice from the Addressing Officer, may authorize any and all actions and proceedings that may be available or necessary to enforce the provisions of this Ordinance.

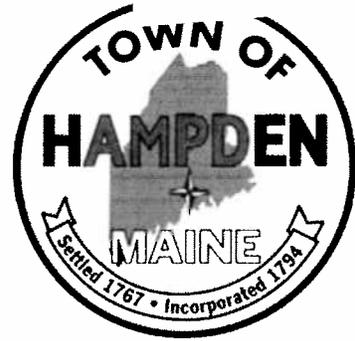
11.2 Civil Penalty. Any person who violates any provision of this Ordinance commits a civil violation, and shall be subject to relief and a civil penalty in accordance with 30-A M.R.S. A. §4452, as may be amended or replaced from time to time. Each day that a violation continues shall constitute a separate violation. If the Town is the prevailing party in an enforcement action, it shall be entitled to its costs, expert witness fees, and reasonable attorney's fees.

**ARTICLE 12.
SEVERABILITY**

12.1 Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

DRAFT

MEMO



To: Sue Lessard
From: Gretchen Heldmann
Date: 07/15/2013
Re: Request to spend from Tech Reserve 3-711-00

Message:

A portion of the money that has been set aside for years in the Tech Reserve, including in the FY14 budget, has been designated for replacement of the ambulance laptops. This year, we applied for and received a grant from the state to replace both ruggedized laptops. These laptops are over five years old and run very slowly, which does not work well when on an ambulance call. Our one-third share of this grant is \$2,363.00 and I'm asking to spend this money out of the reserve. This is an excellent deal to replace these two ruggedized laptops, which cost over \$3,500 each. Thank you for your consideration.

If you have questions, please let me know.

Thank you,



Gretchen

INVOICE

Customer Name HAMPDEN FIRE DEPARTMENT		Page 1
Customer Number 16AHAMPDEN-FD	Invoice Number 130711EMS03	Invoice Date 07-11-13
AR Dept BPRO		Due Date
16A:EMS		08-10-13
Amount Due		Amount Enclosed
\$2,363.00		

Remit to:

DEPT OF PUBLIC SAFETY
EMERGENCY MEDICAL SVCS
45 COMMERCE DRIVE SUITE 1
SHS #104
AUGUSTA ME 04333-0104

Bill to:

HAMPDEN FIRE DEPARTMENT
106 WESTERN AVENUE
HAMPDEN ME 04444

Payment Method: Check Money Order

Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

Please detach the above stub and return with your remittance payable to TREASURER, STATE OF MAINE



PUBLIC SAFETY
ORIGINAL

Customer Number 16AHAMPDEN-FD	Orig. Inv. Date 07-11-13	Orig. Due Date 08-10-13
Customer Name HAMPDEN FIRE DEPARTMENT	Invoice Number 130711EMS03	Invoice Date 07-11-13

Invoice Charges

Ref Line No.	DESCRIPTION	Date of Service	No. of Units	Unit of Measure	Unit Price	Charges/Credit
1	PO #: 0320-01 LOCAL MATCH FOR 2 RUGGEDIZED LAPTOP COMPUTERS	07-11-13				\$2,363.00
TOTAL INVOICE Charges						\$2,363.00

Other Charges

DESCRIPTION	Date	Charges
	07-11-13	
Total Other Charges		\$0.00

Credit Payments Applied		\$0.00
Total Amount Due By	08-10-13	\$2,363.00

*please send check
03-711-00*

Instructions

CONTACT:		
Wendy Day	207-623-6716	wendy.l.day@maine.gov

C-4-c

MEMO

W
L
G



T

To: Sue Lessard
From: Gretchen Heldmann
Date: 07/17/2013
Re: Request to spend from Tech Reserve 3-711-00

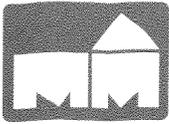
Message:

A portion of the money that has been set aside for years in the Tech Reserve, comes from printing and copying fees we collect from the public. This money has not been technically designated for anything, but last year we used some of it to start our digital document archiving process. Thus far we have scanned in all of our oldest deeds, and have begun scanning in our property record map lot files. We have also scanned in documents necessary for our stormwater permit record keeping. We would like to continue with this process, as it has been very useful both to us internally and in serving customers, and has saved time. We would like to renew the service contract and keep this service and process going, and pay it out of the reserve again. The renewal is \$2,999.00 for the year. Thank you for your consideration.

If you have questions, please let me know.

Thank you,

Gretchen



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

C-4-d

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Peter Nielsen, MMA President
Town Manager, Town of Oakland

DATE: July 8, 2013

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 16, 2013 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote on the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying and interested in serving as the MMA Vice President. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2014 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was July 8. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “*Write-in Candidates*” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers **or** a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association 12:00 p.m. on Friday, August 16. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under my direction as President of the Association.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Friday, August 16, after 4:00 p.m. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held **Wednesday, October 2, at 1:45 p.m., at the Augusta Civic Center**. Newly elected Executive Committee members will be introduced at the MMA Annual Business Meeting and officially take office on January 1, 2014.

If you have any questions on the Election Process, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



MAINE MUNICIPAL ASSOCIATION
VOTING BALLOT

Election of Vice President and Executive Committee Members
Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 16, 2013

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

Marston Lovell, Councilor, City of Saco

DIRECTORS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

James Chaousis, Town Manager, Town of Boothbay

Linda Cohen, Councilor, City of South Portland

Mary Sabins, Town Manager, Town of Vassalboro

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot 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:

Print Name: _____

Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:

MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358 or 626-5947
Email: tchavarie@memun.org

**MAINE MUNICIPAL ASSOCIATION
EXECUTIVE COMMITTEE**

**BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2014**

MMA VICE PRESIDENT (1-Year Term)

MARSTON LOVELL

- City of Saco, Councilor (2007 – present)
- City of Saco, Deputy Mayor, elected by the council (January 2009 – 2011)
- Council member, Saco RSU Withdrawal Committee (July 2012 - present)
- Council member, Saco Traffic Safety Committee (2007 – present)
- Council member, Saco Sesquibicentennial Celebration Committee (2012)
- Vice President, Maine Municipal Association (April 2013 – present)
- Member, Maine Municipal Association Executive Committee (2011 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (2011 – present)
- Member, MMA Property & Casualty Pool Board of Directors (2011 – present)
- Member, MMA Strategic & Finance Committee (2011-2012); Chair (Jan – March 2013)
- Maine Municipal Association, Legislative Policy Committee, Member (2008 – present)
- Manufacturers Analytics, computer and communications systems services, Owner and Operations Manager (1987 – present)
- Biddeford-Saco-Old Orchard Beach Transit Company, committee (board) Member (2008 – 2012)
- Member, Board of Directors, Biddeford-Saco Area Economic Development Corporation (2012 - present)
- Southern Maine Regional Planning Commission, Municipal Representative (2007 – present)
- Dyer Library Association, private, non-profit library and museum complex, board of trustees, Member (2001-2006), Treasurer (2002 – 2005)
- Accountant, three National Manufacturing Corporations, progressively more responsible positions resulting in Divisional Controller for two of those corporations (1978 – 1988)
- BSBA in Accounting, BA in Liberal Arts, University of Southern Maine (1975 –1978)
- Town of Sanford, Representative Town Meeting, member, (1970 – 1971)
- Maine Medical Center, Research Department, research assistant, internationally recognized published research (1970 – 1974)
- Children’s Hospital Medical Center of Boston, Anesthesia Department, chief laboratory technician (1967 – 1968)
- Peter Bent Brigham Hospital, Research Department, research technician, (1966 – 1967)
- Military Service, as a reservist, progressively more responsible positions including four engineer troop commands, six staff positions four of which were construction related, military construction experience Viet Nam, Germany, New England, 2 Achievement Medals, 4 Commendation Medals, Meritorious Service Medal (1963 – 1970, 1977 – 1994).

(over)

MMA EXECUTIVE COMMITTEE MEMBERS (Three 3-Year Terms)

JAMES D. CHAOUSIS

- Town Manager, Town of Boothbay (November 2010 – present)
- Town Manager, Town of Livermore Falls (April 2009 – November 2010)
- Board of Directors, Maine Town & City Management Association (2011 – present)
- Board of Directors, Lincoln County Regional Planning Commission (2012 –present)
- Board of Directors, Boothbay Harbor Region Chamber of Commerce (2012 –present)
- Board of Directors, Midcoast Economic Development District (2011 – present)
- Board of Directors, Androscoggin Valley Council of Government (2009 – 2010)
- Jay/Livermore/Livermore Falls School Consolidation Committee (2010)
- BAS with minor in Public Administration, University of Maine
- Marine Corps, Gulf War Veteran (six years)

LINDA COHEN

- Councilor, City of South Portland (2012 – present)
- City Clerk, City of Portland (2001 – 2011)
- City Clerk, City of South Portland (1989 – 2001)
- Member, Maine Municipal Association Executive Committee (April 2013 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (April 2013 – present)
- Member, MMA Property & Casualty Pool Board of Directors (April 2013 – present)
- Member, MMA Legislative Policy Committee (Portland and Westbrook representative) (2001 – 2011)
- MTCCA Affiliate Representative to MMA Legislative Policy Committee (1990's – 2011)
- South Portland Civic Service Commission (2009 – 2012)
- South Portland Lions Club (2011 – present)
- South Portland/Cape Elizabeth Chamber (2010 – present)
- Director of Development, LearningWorks, Portland, Maine (present)
- Licensed Loan Officer at Cumberland County Mortgage, South Portland (present)
- Licensed Realtor at The Maine Real Estate Network, South Portland (present)

MARY SABINS

- Town Manager, Town of Vassalboro (June 2008 – present)
- Town Manager, Town of Chelsea (2006 – 2007)
- Food Services and Facilities Director, School Administrative District 40, Waldoboro, Maine (2005 – 2006)
- 1st Town Manager, Town of Windsor (2001 – 2005)
- Town Administrator, Town of Hope (1997 – 2001)
- Town Clerk and Tax Collector, Town of Union (1988 – 1997)
- BA in Business Management, University of Maine at Augusta (2001)
- Board of Directors for the Kennebec Valley Council of Government (2008 – 2009)
- Maine Municipal Leadership Award by Maine Resource Recovery Association
- East Union Pioneer Grange Community Service Award

C-4-e

MAINE DEPARTMENT OF TRANSPORTATION
LOCAL ROAD ASSISTANCE PROGRAM (LRAP)
CERTIFICATION 2013-2014 (FY 14)
MUNICIPALITY 19280 Hampden

To be eligible to receive FY-14 LRAP funds, each municipality must certify that the funds are used in a manner consistent with chapter 19 in Title 23. Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, "RURAL funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C." URBAN funds must be used only for maintenance or improvement to public roads. Effective July 1, 2008 municipalities that receive funds, must provide information on what capital improvements were done with the FY-13 (July 1, 2012 to June 30, 2013) URIP funds received by the county. See back side of form.

It is estimated that the municipality of **Hampden**, will receive **one (1) payment of \$84,736** for the fiscal year beginning July 1, 2013, by **December 1, 2013**.

The Urban funds total \$ _____ for this fiscal year
The Rural funds total **\$70,288** for this fiscal year
The Transit Bonus is **\$14,448** for this fiscal year.

Notification will be made in the event of any change.

Beginning in 2001, municipalities receive a percentage of MaineDOT's portion of the Highway Fund (about 10% this year), rather than the former flat rate of \$600 per lane-mile. This means that the disbursements to municipalities rise and fall with MaineDOT's budget.

We, the undersigned municipal officers or designee (i.e. Town Manager) of the municipality of **Hampden**, do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2013-2014 will be used only for uses as stated above. *We also certify that the previous year's funds were spent on the projects listed on the back of this form.*

Signed _____ Date ___/___/___ Signed _____ Date ___/___/___
Signed _____ Date ___/___/___ Signed _____ Date ___/___/___

Municipal E-mail Address: _____

Please print below the name, title, and phone of the person to contact for the information on this form.

Name: _____ Title: _____ Tel: _____

If your address has changed in the last 3 months (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: _____

Town: _____ State: _____ Zip Code: _____

Prior to August 1, 2013, (see cover letter) please return this Completed Form BOTH SIDES) to:

Ms. Sandra J. Noonan
MaineDOT- Community Services Division
16 State House Station
Augusta, Maine 04333-0016
Tel. (207) 624-3265 or sandra.noonan@maine.gov

NO LRAP payments can be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

Please make a copy for your records.

Over please

FY 13 Capital Improvement Expenditures URIP Funds of \$78,787 (Urban\$), (Rural\$78,787)

As a result of 2007 Legislative inquiries and discussions centered around URIP (LRAP), MaineDOT needs to collect additional information on the uses of URIP funding by 502 Maine municipalities, counties, and Indian reservations. This is intended to be simple and provide an easy method to collect information on the use of over \$22 million per year by local agencies.

As noted on the front side of this form, URIP (LRAP) funding can only be spent on capital improvements in most Maine towns, except for urban compact towns/cities where urban funds can be used for maintenance or improvement to public roads.

A **capital improvement** is defined as “any work on a road or bridge which has a life expectancy of at least ten years and restores the load-carrying capacity”. Examples of eligible “capital” activities are defined as follows:

1. Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmed surface), pavement and/or base recycling, pavement cold planing and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. * Traffic signal or sign installation and/or replacements
6. * Sidewalk construction or reconstruction
7. * Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. * Wetland mitigation
9. * Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. “Banking it” to save up for a future project
16. Other (explain) _____

* Some of the categories of work (# 6, 7, 8, 9 & 10) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The “funds spent” must add up to at least the amount of your FY-13 URIP payments (shown above) from 7/1/12 to 6/30/13.

1. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

2. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

3. Road Name: _____ Funds spent on Capital Improvements: \$ _____

Type of Capital Improvement: see above, list all numbers that apply: _____

Length of Capital improvement (miles or feet): _____ miles or _____ feet

4. Urban funds (if any) used for maintenance: \$ _____

OPTIONAL: In addition to the above information, what is your municipality’s TOTAL SUMMER CAPITAL IMPROVEMENT EXPENSES (including FY-13 URIP payments) \$ _____



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

COMMUNITY SERVICES DIVISION
1-800-498-9133
<http://www.maine.gov/mdot/csd/lrap/index.htm>

July 10, 2013

The name "URIP" is gone and the name "LRAP" is back again. Plus, there are some important changes for the new fiscal year 14 beginning July 1, 2013.

- 1) LRAP payments will now be made ONCE a year. . .not in quarterly payments anymore. The full year's allocation will be sent to your municipality/county by December 1 of each year.
- 2) "hold harmless" towns will no longer have their FY 99 payment as a minimum threshold. In other words, all LRAP recipients will receive the same statutory lane-mile rates according to your current road inventory. This puts ALL Maine towns/cities at the same rates rather than some receiving a higher lane-mile amount than a nearby town.

When the Legislature passed the Highway budget in late June, it decreased MaineDOT's Highway Budget by about \$556,000 and consequently the amount that is allocated to LRAP for the new Fiscal Year. **Most former "hold harmless" towns will see a decrease while others will see a slight increase.**

As in the previous four years, all LRAP recipients must provide information on how LRAP funds were expended from the previous fiscal year. The information collected on the back side of the Certification Form is used to chart the progress of improving public roads by the 502 Maine municipalities, counties, and Indian reservations that receive funding from this program. If this information is not provided when you return the form, we will return it to you for completion before any payments can be made this year.

Please submit the completed **Certification Form** for Fiscal Year 2014 (July 1, 2013 to June 30, 2014) either by US mail (with enclosed label) or by scanning and emailing it to us. The law says it must be received by August 1 or earlier but we are getting a late start this year. Please get this done within the next few weeks or month if possible. **No payments of LRAP funds can be made in November until this Certification is received with all of the information requested completed.**

If your town has not done so already, we are also encouraging municipalities to sign up for electronic transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and provide a speedy and secure service. With electronic fund transfers (EFT) your quarterly payment is transferred to your account and there is 1) earlier deposit in your account, 2) no waiting for the mail, 3) no misplaced or lost checks and 4) no trip to the bank to deposit the check. If you are interested in Electronic Fund Transfer, see our website at <http://www.maine.gov/mdot/csd/lrap/index.htm> . There is no cost for this option.

If you have any questions, please feel free to contact me at 624-3266 or peter.coughlan@maine.gov

Sincerely,

Peter M. Coughlan, Director



PRINTED ON RECYCLED PAPER

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: |
Fax: (207) 833-4444
email: hampden@maine.net

C-4-f

CERTIFICATE OF COMMITMENT OF SEWER USER RATES

To: Susan M. Lessard, the treasurer of the municipality of Hampden, Maine.

We, the undersigned municipal officers of the municipality of Hampden, Maine hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A §3406 for those properties, units, and structures required by local and state law to pay a sewer rate to the municipality, for the period beginning 04/01/13 and ending 06/30/13. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) 08/28/13. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum total of those lists being \$134,921.36. You are hereby required to charge interest at a rate of 7 % per annum on any unpaid account balance beginning 08/29/13. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before 10/2013 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this _____ day of _____, 20__.

Municipal Officers of the Town of Hampden, Maine