

## **FINANCE COMMITTEE**

### **AGENDA**

Monday, October 4, 2010  
5:45 pm

Hampden Town Office

1. Minutes of 9/20/2010
2. Review Treasurer's Warrants
3. Financial Statement Review
4. Old Business
  - a. RSU #22 Reuse
    1. Newsletter articles
    2. 3 Town Letter
5. New Business
  - a. Lease Amendment Request – Hamlin Marine
6. Public Comments
7. Committee Member Comments

FINANCE COMMITTEE MEETING MINUTES  
Monday, September 20, 2010

Attending:

Mayor Matthew Arnett  
Councilor William Shakespeare  
Councilor Janet Hughes  
Public Safety Director Joe Rogers  
Councilor Jean Lawlis  
Councilor Tom Brann  
Town Manager Susan Lessard

1. Minutes of 9/7/2010 – Motion by Councilor Hughes, seconded by Councilor Shakespeare to approve – unanimous vote.
2. Review and Sign Warrants – The warrants were reviewed and signed by the Committee members.
3. Financial Statements – Will be presented at the next meeting on October 4<sup>th</sup>.
4. Old Business
  - a. Fire Department Truck Bids – 1990 Vehicle – The Public Safety Director informed the Committee that the bids that had been received for the 1990 fire truck were substantially less than anticipated. Because of that and the good condition of the vehicle it was recommended to the Committee that the Council voted to reject all bids and retain the vehicle for use as a backup and training vehicle for another year. Motion by Councilor Shakespeare, seconded by Councilor Brann to recommend to the full Council that the Town retain the 1990 Fire Truck for an additional year for use in training, standby, and mutual aid. The vote was unanimous.
  - b. SAD #22 Hampden Academy Reuse – The Committee discussed the draft letter that had been prepared for signature by the elected officials of the Towns of Winterport, Newburgh, and Hampden. It was the consensus of the Committee to recommend to the full Council that they endorse the letter to be sent to MSAD #22. The Committee also discussed the idea of contracting with a well-known land use planning expert, Randall Arendt, for assistance with the implementation of the Comprehensive Plan. The Mayor was asked to obtain cost estimates from Mr. Arendt and bring them back to the Finance Committee for consideration.
5. New Business - None
6. Public Comments - None



Tax Collection  
09/30/2010

	To Be Collected 7/1/2010	Collected as of 9/30/2010	% Collected
2010-2011 Property Taxes	\$ 8,579,481.41	\$ 2,525,339.31	29.43%
2009-2010 Tax Liens	\$165,368.89	\$36,243.84	21.92%
2008-2009 Tax Liens	68,199.48	8,618.50	12.64%
2007/2008 Tax Liens	\$2,489.91	\$531.10	21.33%
2006/2007 Tax Liens	\$923.83	\$755.88	81.82%
	\$8,816,463.52	\$2,571,488.63	29.17
10-11 Personal Property Tax	\$367,954.13	\$59,129.79	16.07%
09-10 Personal Property Tax	\$45,570.58	\$249.00	0.55%
08-09 Personal Property	\$1,586.84	\$1.61	0.10%
07-08 Personal Property	\$1,876.15	\$0.00	0.00%
06-07 Personal Property	\$1,703.33	\$0.00	0.00%
	\$418,691.03	\$59,380.40	14.18

*Referred to  
Planning + Development  
CA*

# Hamlin's Marina

100 Marina Road • Hampden, Maine 04444  
(207) 941-8619 • Fax (207) 941-8628  
www.hamlinsmarina.com

September 27, 2010

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

Dear Susan,

I am writing to you today so that you may consider an amendment to the lease in place for Hamlin's Marina. Massimo's Cucina Italiana has approached Hamlin's Marina, and they have expressed interest in leasing one of our buildings in order to open a waterfront restaurant. Massimo's already operates a restaurant currently located at 96 Hammond Street in Bangor.

This restaurant is a fine dining establishment and wishes to operate from April 1<sup>st</sup> – December 31<sup>st</sup> on the waterfront at the marina. The establishment will serve traditional Italian fare from scratch and needs ample space for mixing equipment (i.e. mixers, pizza ovens, gelato machines, etc.) Massimo's intends to make major renovations to the building and add a covered patio or deck on the waterfront.

It appears that a provision of our lease with the Town of Hampden may restrict us from signing an agreement with this restaurant (page 3, paragraph 4 A, line 15):

"It is understood and agreed by the parties that the primary purpose of the aforementioned facilities shall be for water-related activities, and that the service of food or beverages on the Leased Premises shall remain subordinate and incidental throughout the term of this Agreement. No alcoholic beverages shall be sold, served, or consumed on the Leased Premises."

Hamlin's Marina requests that this provision be removed from our lease so that we may be able to attract this particular establishment to the Hampden waterfront. Hamlin's Marina is committed to long term development of the Hampden waterfront, and we believe that this new tenant will be a positive addition to our community.

Sincerely,



Dan Higgins

a notice of the amount of the inflation adjusted annual rent to be paid for the succeeding five year period. If the rent paid as the date of the notice is less than the amount due as set forth in the notice, Lessee shall pay the deficiency to Town within 30 days of the issuance of the notice. An example illustrating the operation of the rent re-calculation and payments required is set forth in a letter from Thomas A. Russell to David Hamlin dated March 9, 2006, which is incorporated herein by reference.

C. Lessee shall pay all rentals herein required, without prior demand therefor, in lawful money of the United States at the address of Town as herein set forth or at such other places as Town shall designate.

4. Use, Occupancy and Improvements of and on the Leased Premises

A. Parcel A. Lessee shall have the right to use, occupy, and maintain the area designated as Parcel A on Exhibit A attached hereto for the purposes of operating, maintaining, repairing, replacing, or adding to the existing building thereon, to be used as an office accessory to the permitted operations being undertaken on the Leased Premises, a marine supply store, marine sales office, single-family residential use, snack bar, and other accessory or ancillary uses thereto; for the installation, operation, and maintenance of fuel pumps, pipes, storage tanks, and related apparatus for the dispensing of fuel to recreational boats; and for ingress and egress, in common with others, to and from the existing parking lot, boat ramp, and/or float. It is understood and agreed by the parties that the primary purpose of the aforementioned facilities shall be for water-related activities, and that the service of food or beverages on the Leased Premises shall remain subordinate and incidental throughout the term of this Agreement. No alcoholic beverages shall be sold, served, or consumed on the Leased Premises. The premises being hereby leased, and designated as Parcel A, are leased SUBJECT to Town's reserved right of access to Parcel D as depicted on Exhibit A and the right to extend utilities over, under and across Parcel A of