



A-3-a

September 25, 2008

Susan Lessard
Town Manager
Municipal Building
106 Western Avenue
Hampden, ME 04444

Dear Susan:

The enclosed host fee payment of \$69,791.77 represents the period August 2008, during which 37,725 tons were disposed at PTL.

As always, please give me a call if you have any questions about the landfill.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald Meagher".

Donald Meagher

Enc: Host community benefit check



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

4-3-b

JOHN ELIAS BALDACCI
GOVERNOR

September 3, 2008

Mr. Kevin Fish
Terminal Manager
Cold Brook Energy, Inc.
809 Main Road North
Hampden, Maine 04444

RE: Cold Brook Energy, Inc. Application for Air Emission License Minor Revision

Dear Mr. Fish:

Enclosed please find the final air emission license for which you applied (A-542-71-E-M) as well as an information sheet on appealing a licensing decision and a customer service questionnaire.

If you have any questions, please write or call your project manager for your application, Lynn Ross. The telephone number is (207) 287-2437.

Sincerely,

Marc Allen Robert Cone, P.E.
Bureau of Air Quality

pc: Town of Hampden

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 760-3143



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JOHN ELIAS BALDACCI
GOVERNOR

DAVID P. LITTELL
COMMISSIONER

**Cold Brook Energy, Inc.
Penobscot County
Hampden, Maine
A-542-71-E-M (SM)**

**Departmental
Findings of Fact and Order
Air Emission License
Amendment #1**

After review of the air emissions license amendment application, staff investigation reports and other documents in the applicant's file in the Bureau of Air Quality, pursuant to 38 M.R.S.A., § 344 and § 590, the Department finds the following facts:

I. REGISTRATION

A. Introduction

1. Cold Brook Energy, Inc. (Cold Brook) located in Hampden, Maine was issued Air Emission License A-542-71-D-R on March 8, 2005 permitting the operation of emission sources associated with their bulk gasoline terminal.
2. Cold Brook has requested a minor revision to their license in order to change the product stored in Tank #66 and potentially supply ethanol blended gasoline.

B. Revision Description

Cold Brook is investigating supplying ethanol or ethanol blended gasoline. In order to fulfill this goal, operational modifications will need to be made to at least one tank.

Tank #66 will be converted from gasoline storage to the storage of either gasoline or ethanol. Tank #66 is equipped with an internal floating roof. Cold Brook plans to replace the current roof seal with one more compatible for the storage of ethanol.

C. Application Classification

This amendment will not increase permitted emissions of any pollutant. Therefore, this modification is determined to be a minor revision and has been processed as such.

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(207) 764-0477 FAX: (207) 760-3143

II. BEST PRACTICAL TREATMENT (BPT)

A. Introduction

In order to receive a license the applicant must control emissions from each unit to a level considered by the Department to represent Best Practical Treatment (BPT), as defined in 06-096 CMR 100. Separate control requirement categories exist for new and existing equipment as well as for those sources located in designated non-attainment areas.

BPT for new sources and modifications requires a demonstration that emissions are receiving Best Available Control Technology (BACT), as defined in 06-096 CMR 100. BACT is a top-down approach to selecting air emission controls considering economic, environmental and energy impacts.

B. Storage and Blending of Ethanol

Cold Brook has proposed storage of either ethanol or gasoline in Tank #66. This tank is currently equipped with an internal floating roof for control of VOC emissions.

Cold Brook has also proposed the distribution of a gasoline/ethanol blend from the facility's loading rack. The loading rack is controlled by a John Zinc Vapor Combustion Unit (VDU). The VDU controls emissions to less than 35 milligrams per liter of product loaded.

The use of internal floating roofs and the VDU are considered to be BACT for the storage and blending of ethanol at the facility.

C. Annual Emissions

Cold Brook shall be restricted to the following annual emissions, based on a 12 month rolling total:

Total Licensed Annual Emission for the Facility
Tons/year
(used to calculate the annual license fee)

	PM	PM ₁₀	SO ₂	NO _x	CO	VOC
VDU	--	--	--	2.5	10.0	n/a
Facility Wide Limit	--	--	--	--	--	49.9
Total TPY	--	--	--	2.5	10.0	49.9

ORDER

Based on the above Findings and subject to conditions listed below, the Department concludes that the emissions from this source:

- will receive Best Practical Treatment,
- will not violate applicable emission standards,
- will not violate applicable ambient air quality standards in conjunction with emissions from other sources.

The Department hereby grants Air Emission License A-542-71-E-M subject to the conditions found in Air Emission License A-542-71-D-R and in the following conditions.

Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

The following shall replace Condition (16)(A) of Air Emission License A-542-71-D-R:

(16) Loading Racks and Vapor Combustion Unit

- A. The bulk terminal shall be equipped with and maintained with a vapor combustion unit that captures displaced VOC vapors whenever gasoline or ethanol is being transferred to a tank truck at each loading rack.
[06-096 CMR, BACT]

Cold Brook Energy, Inc.
Penobscot County
Hampden, Maine
A-542-71-E-M

4

Departmental
Findings of Fact and Order
Air Emission License
Amendment #1

The following shall replace the label on Condition (19) of Air Emission License A-542-71-D-R:

(19) Gasoline and Ethanol Storage Tanks

DONE AND DATED IN AUGUSTA, MAINE THIS *2nd* DAY OF *September* 2008.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: *James P. Little*

DAVID P. LITTLE, COMMISSIONER

The term of this amendment shall be concurrent with the term of Air Emission License A-542-71-D-R.

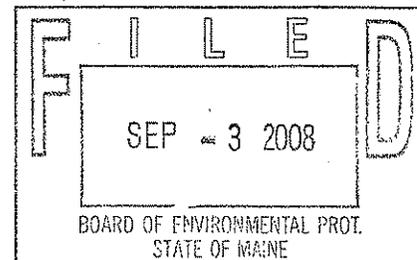
PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application: 8/1/08

Date of application acceptance: 8/4/08

Date filed with the Board of Environmental Protection: _____

This Order prepared by Lynn Ross, Bureau of Air Quality.





DEP INFORMATION SHEET

Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

DEP's *General Laws*, 38 M.R.S.A. § 341-D(4), and its *Rules Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

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

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

II. APPEALS TO MAINE SUPERIOR COURT

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, *see* 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

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

Maine Department of Environmental Protection
Bureau of Remediation and Waste Management
Division of Oil & Hazardous Waste Facilities Regulation
17 State House Station
Augusta, Maine 04333-0017

License # (for DEP use)

**APPLICATION FOR RENEWAL
LICENSE FOR MARINE OIL TERMINAL
FACILITY UNDER THE OIL DISCHARGE
PREVENTION & POLLUTION CONTROL ACT
(38 M.R.S.A., Section 541 et. seq.)**

PLEASE TYPE OR PRINT IN INK:

Name of Terminal: Cold Brook Energy, Inc.

Address (Business Office): 809 Main Road North, Hampden, ME 04444

Address (Terminal Location): Same

Telephone: 945-9465

Terminal Owner: Rick Daigle & Ed Dysart

Telephone: 834-6648

Owner Address: 155 West Main Street, Fort Kent, ME 04743

Person Responsible for Terminal: Kevin Fish

Business Phone: 945-9465

Position: Terminal Manager

Emergency Phone: 945-9465

The oil terminal's current license # O-234-91-D-R

Date of license expiration: 6-25-2008

This is to certify that the statements given on this renewal license application form are accurate to the best of my knowledge. By signing this application, the applicant certifies that he/she has (1) published a public notice in at least one newspaper, (2) notified all abutting landowners via certified mail within thirty (30) days prior to filing of the application and (3) sent a copy of the public notice and the application to the chief municipal officer and to the chair of the planning board.

DATE: 9-15-08



Signature of Applicant

Kevin Fish Terminal Manager
Printed Name and Title

Terminal Supervisor: Kevin Fish

Telephone: 945-9465

Assistant Supervisor: Reggie Mitchell

Telephone: 945-9465

Is the terminal a member of a harbor cooperative? Yes No

If yes, please name the cooperative: PROPAC

1. What pollution control equipment is now available and where is it located? 2000' of 12" hard boom, two 19' 90hp work boats and one portable drum skimmer in Bangor/Hampden. Another 5000' of hard boom and two more work boats in Bucksport/Searsport

2. What fire prevention equipment is available and where is it located? Truck loading rack has 400 gallon automatic foam system on city water main. The terminal and dock have 4" water main with eight 1 1/2" hydrants. The terminal and tuck rack area has eight 10-20 pound dry chemical extinguishers and three CO2 extinguishers. The truck rack area has two 100 pound dry chemical wheeled extinguishers and the main dock has one. Does the terminal meet the requirements of 06-096 CMR 600, Section 7 G for fire prevention? Yes No

If no, please attach the terminals alternative fire protection plan and approval from the local fire department.

3. List the storage tanks information on page 4 & 5. DONE

4. List the tank dike information on page 6. DONE

5. Attach a list of tanks that have been upgraded and or inspected since issuance of your last license. Attach any documentation that indicates that the inspections were performed in accordance with the requirements found in 06-096 CMR 600, Section 9 C (2)(h),(i) and (j) if asphalt tanks.

6. What tank numbers at the terminal are temporarily out of service? None
If so, do these tank(s) meet the requirements found in 06-096 CMR 600, Section 12 B (1)-(5)? Yes No
Are any tanks at this facility permanently out of service? Yes No
If so, do these tanks meet the requirements found in 06-096 CMR 600, Section 12 C (1)-(4)? Yes No

7. Do the containment dikes at the terminal meet the requirements found in 06-096 CMR 600 Section 8 D for tank secondary containment? Yes No

8. Attach documentation indicating that all underground piping is cathodically protected as required by 06-096 CMR 600, Section 8 C (6). The Department considers sections of above

ground pipe that penetrate dike walls or run under roadways as underground piping. All product piping is above ground.

9. Attach documentation indicating that all under ground pipes at the facility are annually tested as required by 06-096 CMR 600, Section 9 C (2) (f). N/A
10. Attach documentation that indicates that above ground piping at the facility have been tested as required by 06-096 CMR 600, Section 9 C (2)(g) unless the above ground pipes can be visually inspected 360 degrees around its entire length. All product lines are above ground at the terminal and can be visually inspected 360 degrees. The five (5) dock lines are tested once a year last done June 2008 (see attached).
11. What devices are used by the terminal owner/operator to meet the requirements of 06-096 CMR 600, Section 8 F truck and tank car loading and unloading? All four loading racks are located in a containment area and connected to a 5000 gallon tank that goes to our oil water separator.
12. Attach documentation that indicates that the terminal operator maintains an up to date Contingency Plan and Spill Control and Countermeasures Plan as required by 06-096 CMR 600, Section 9 A (26) and (28). Our most current copy of SPCC and Integrated Contingency plan are on file with the MDEP (Aug 2007)
13. Attached a site plan of the facility that identifies any changes made to the following since the issuance of your last license:
 - a. The location of all oil storage tanks, dikes, docks and associated pipelines.
 - b. Oil water separators and associated piping, drainage ditches and discharge points.
 - c. Tank truck and tank car loading and unloading areas.
14. Submit information indicating that the terminal drainage systems are in compliance with 06-096 CMR 600, Section 7 E (1)-(5). The terminal maintains a current waste water discharge license # W000563-5S-D-R.
15. What numbers of tanks at the facility are riveted tanks (One).
Have any of these tanks been sealed in accordance with 06-096 CMR 600, Section 8 B (5) (b)? X Yes No
16. Attach documents showing evidence of financial responsibility in the amount of \$2 million per facility to ensure proper closure as required in 06-096 CMR 600, Section 9 C (5). **This must be specific to closure of the facility. General environmental liability does not cover closure.**

17. Submit documentation indicating that the facility inventory control meets the requirements found in 06-096 CMR 600, Section 9 C (a) and (b). Inventory is done electronically each day at midnight, this is also combined with terminal balance report run daily.
18. List the requested information on any riveted tanks at your facility on page 7:

Attach additional sheets as necessary.

3. Storage Tanks

Tank #	Product Type	Tank Capacity in barrels	Date of Last Internal Tank Inspection	Type of Corrosion Protection for Tank Bottom	Release Prevention for Tank Bottoms
9	Regular Gas	39200	April 2005	Epoxy coating and ICCP Cathodic protection	Double bottom with Leak detection
35	Kerosene	9695	June 2004	Epoxy coating and ICCP Cathodic protection	Double bottom with Leak detection
44	Ultra Low Sulfur Diesel	29520	June 2000	Sacrificial Anode Cathodic protection	Double bottom with Leak detection
66	Regular Gas	18875	August 2002	Epoxy coating and Sacrificial anode Cathodic protection	Double bottom with Leak detection
89	#2 Fuel Oil	5550	June 2000	Sacrificial anode Cathodic protection	Double bottom with Leak detection
90	Prem Gas	5115	February 2001	ICCP Cathodic protection	Double bottom with Leak detection
91	#2 Fuel Oil	5440	August 2002	Sacrificial anode Cathodic protection	Double bottom with Leak detection
92	#2 Fuel Oil	11262	August 2002	Sacrificial Anode Cathodic protection	Double bottom with Leak detection
93	#2 Fuel Oil	11285	June 2000	Sacrificial anode Cathodic protection	Double bottom with Leak detection
10	Bio Diesel	238	N/A	Cradle mounted AST	Located within the Main dike area

Legal Notices

PUBLIC NOTICE OF INTENT TO FILE

Please take notice that COLD BROOK ENERGY, INC., 809 MAIN RD. N., HAMPDEN, ME 04444 207-945-9465 is intending on filing a Marine Oil Terminal Facility Renewal License application with the Maine Department of Environmental Protection (DEP) pursuant to the provisions of Title 38 M.R.S.A., Section 541, et. seq. and 06-096 CMR 600 of the Department's Oil Discharge Prevention and Pollution Control Regulations on Penobscot River. The application is for Sept. 2008 License Renewal at Hampden.

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction on this application, must be received by the Department, in writing, no later than 20 days after the application is accepted by the Department as complete for processing. Public comment on the application will be accepted throughout the processing of the application.

The application and supporting documentation are available for review at the Department offices in Augusta, located in the Ray Building on the AMHI Complex off Hospital Street during normal working hours. A copy of the application and supporting documentation may also be seen at the municipal office in Hampden, Maine.

Written public comments may be sent to Rick Kaselis at the Bureau of Remediation and Waste Management, 17 State House Station, Augusta, Maine 04333-0017.

September 2, 2008.

A-3-C

H B A

Hampden Business Association

Morning Meeting Announcement

WHERE: Hampden Town Office
(Council Chambers)
106 Western Ave.
Hampden

WHEN: Tuesday, October 7, 2008
7:30 am. – 8:30 am.

“CANDIDATE FORUM”

You are cordially invited to attend our annual candidate forum where a list of local candidates vying for the Hampden Town Council, MSAD #22 Board of Directors and the Hampden Water District Board of Directors have been asked to speak. This is your chance to hear their views and ideas and to ask questions. The following candidates have been invited:

Janet M. Hughes
Thomas Brann
Andrew Colford
William Shakespeare
Jonathan Henry
Christopher D. Cox
Timothy A. Pease
Richard S. Moore
Mark S. Beauregard

HBA UPDATES:

- Next Meeting – Tuesday November 11th (Noon location to be announced)
- HBA Website – Matt Thomas, Webmaster
- HBA Balance Sheet – Dewey Martin
- HBA Minutes – Ken White, Secretary
- Other news and notes

Our sincere thanks to the Town of Hampden for the use of their facilities. Please direct any questions or comments to Perry Speaker, HBA President by calling 862-9225 or @ perry.speaker@tdstelecom.com . The HBA website is: www.hampdenbusinessassociation.com.

A-3-d

Notice of Public Informational Meeting

Vaughn Thibodeau & Sons intends to submit applications for variances from the Performance Standards for Rock Quarries to allow for external drainage and excavation below groundwater at their quarry in the Ammo Business Park in Hampden, Maine (Maine Department of Environmental Protection NOI Quarry License, L-591). Prior to the submission of the Variance Application materials, Vaughn Thibodeau & Sons will be holding a public informational meeting for interested parties on Thursday, October 9, 2008 at 5:30PM in the Community Room of the Hampden Municipal Building at 106 Western Avenue in Hampden, Maine.

Vaughn Thibodeau & Sons
1 Ammo Park
Bangor ME 04401
(207) 941-9859

COMMUNICATIONS COMMITTEE MEETING MINUTES
September 17, 2008

A-4-a

Attending:

Councilor Matthew Arnett, Chair
Councilor Shannon Cox
Councilor Andre Cushing
Sy Cody White
Melissa Antononi
Annie O'Reilly
Sue Lessard, Town Manager

The meeting was called to order at 7 p.m. by Chairman Matthew Arnett.

Newsletter -

Annie O'Reilly updated the committee on the October issue of the newsletter. She indicated that with the exception of two stories it was ready to go to Val Williams for set up and that we should have a mock up by the middle of next week. The school referendum vote on Tuesday, 9/23 is necessary before that story can be finalized. Mark Pierce will also assist in proofing the mock-up before printing.

Ideas for the next edition of the newsletter include:

- ◆ Dorothea Dix Park Plan Story - Shannon
- ◆ Reed's Brook Oral History Project - Matt
- ◆ Foreign Exchange Students - Robin
- ◆ Feature on Town Clerk - Melissa
- ◆ Snowmobile Club - Andre
- ◆ Article about help available/warming shelters - Sue & Shannon
- ◆ Casella Open House-Deke

Cable TV Programming

Councilor Cushing indicated that there were three shows in the pipeline for Hampden Happenings including a Public Safety Training video.

Other ideas for the Happenings/Highlights shows are

- ◆ Red Cross - Shannon
- ◆ Komen Race for the Cure Footage
- ◆ Fall Recreation programs
- ◆ Halloween show - Haunted House at Fire Station - Oct. 31st
- ◆ Casella Waste to Energy Open House - Sept. 30th

Times for filming shows as well as personnel assigned to do so will be worked out between Andre, Matt, Annie & Melissa. At this time, due to classes and commitments, Brandon is not available for office or filming time. Melissa is available part of Fridays and Saturdays. It was suggested that a calendar be developed in order to keep track of programming/production of shows.

Andre will be meeting with Annie in order to discuss a transition of programming/production responsibilities and what that might look like and

what it might cost if we were to treat those responsibilities in the same way we are treating the editorial responsibilities of the newsletter.

Cable TV & Council Chamber Camera Upgrade

The committee is looking at acquiring a new video camera and the merits of different varieties were discussed. Also discussed was the idea of upgrading to digital the equipment in the 'video closet' to make it more user friendly, less time consuming, and result in a higher quality product. Andre, Matt, Melissa, and Cy will work as a subcommittee on that project.

Access Video from New Hampshire has assessed our set-up in terms of the Council Chamber cameras and is supposed to provide us with information on upgrades to that.

Website Issues

Susan reported that she was working on keeping the Community Calendar updated with meetings and had added connected 'agendas' to those meetings for which they had been provided.

The information regarding Write-In voting information has also been posted on the website with a front page link. It also includes information on what streets are in what voting district and how to be a write-in candidate.

Susan will ask Matt Thomas for his help in completing the web pages for Economic Development and Public Works.

Candidate's Night

A tentative date for that will be October 27th. It will be aired live as well as taped for rebroadcast. Annie will ask Heather Seavey for assistance in hosting the event. It will be held in the Council Chambers and will include candidates for all local races as well as State Senate and House elections.

Other Business

Susan and Shannon will collaborate on a program designed to bring local churches, the community, food banks, and other assistance agencies together to discuss designation of local warming shelters, and distribution of information to the general public regarding the upcoming heating season.

Cy suggested that the Cable Channel could also be used for Public Service Announcements, video clips, and other programming if we had digital equipment. He indicated that in his work at Channel 5 he had met people who might be helpful to us in figuring out what might work in our application.

The meeting was adjourned at 8:15 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

September 16, 2008

AMBULANCE COLLECTION WORKSHEET

FISCAL YEAR STA

A-46

MONTH 2007-2008	#RUNS	AMOUNT BILLED	AMOUNT ALLOWED	AMOUNT COLLECTED	AMOUNT OUTSTANDING	PERCENT COLLECTED
JULY	25	\$ 12,015.00	8919.27	7987.77	931.50	89.56
AUGUST	38	\$ 19,085.00	14077.41	12800.39	1277.02	90.93
SEPTEMBER	30	\$ 14,965.00	11428.21	10243.21	1185.00	89.63
OCTOBER	38	\$ 18,615.00	15261.26	13297	1964.26	87.13
NOVEMBER	36	\$ 15,920.00	11514.32	10773.94	740.38	93.57
DECEMBER	33	\$ 17,570.00	14385.93	13278.54	1107.39	92.30
JANUARY	25	\$ 21,090.00	15369.44	12653.62	2715.82	82.33
FEBRUARY	36	\$ 14,685.00	12724.49	10614.49	2110.00	83.42
MARCH	30	\$ 12,360.00	9795.87	8805.87	990	89.89
APRIL	36	\$ 17,015.00	12990	11924.64	1065.36	91.80
MAY	46	\$ 23,860.00	15217.61	12257.61	2960	80.55
JUNE	36	\$ 23,519.00	16657.28	9617.3	7039.98	57.74
JULY	51	\$ 31,591.00	22413.14	12908.5	9504.64	57.59
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TOTAL	460	\$ 242,290.00	180754.23	147162.88	33591.35	81.42

September 16, 2008

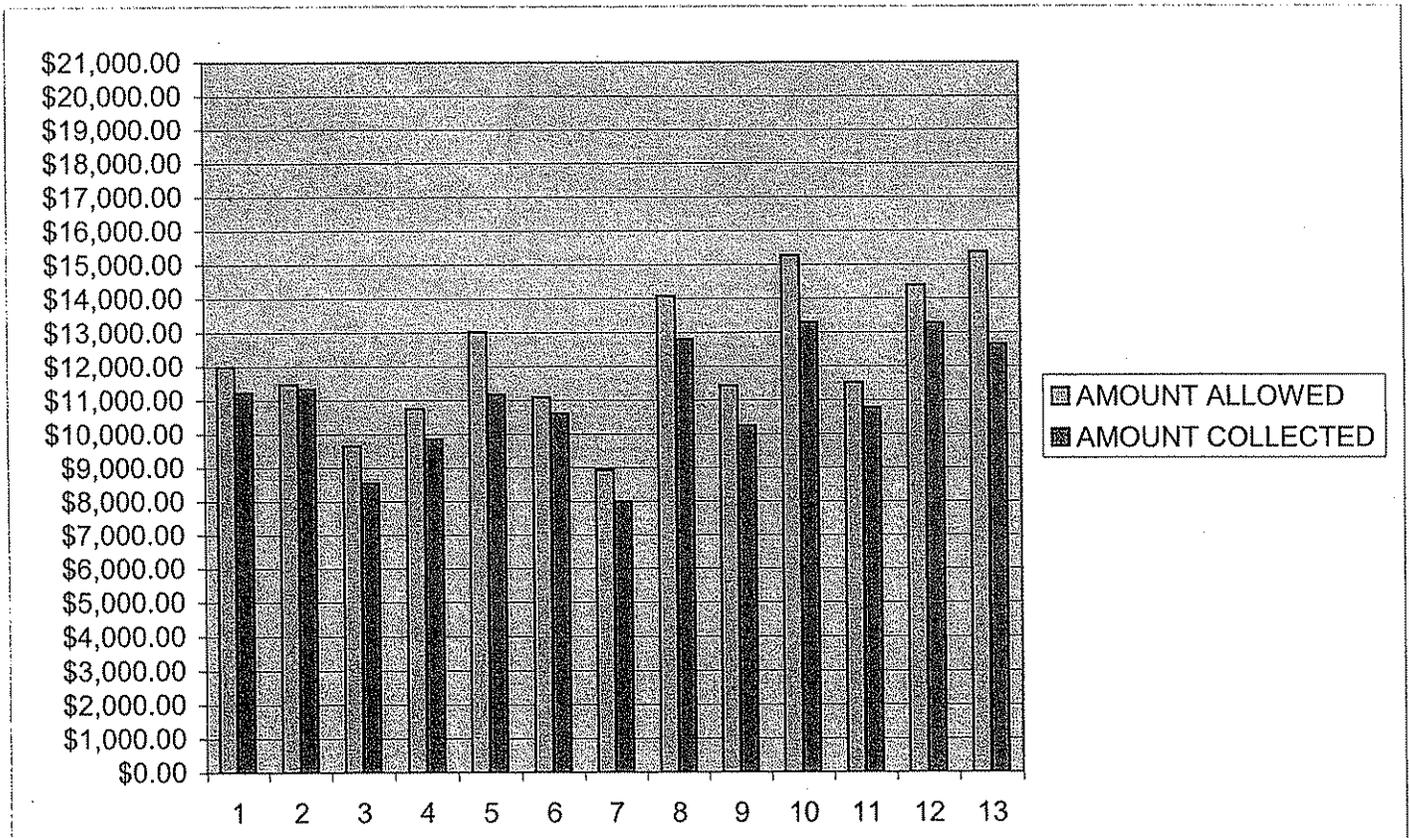
AMBULANCE COLLECTION WORKSHEET

CURRENT YEAR STATUS

MONTH 2008	#RUNS	AMOUNT BILLED	AMOUNT ALLOWED	AMOUNT COLLECTED	AMOUNT OUTSTANDING	PERCENT COLLECTED
JANUARY	25	\$21,090.00	\$15,369.44	\$12,653.62	\$2,715.82	82.33
FEBRUARY	36	\$14,685.00	\$12,724.49	\$10,614.49	\$2,110.00	83.42
MARCH	30	\$12,360.00	\$9,795.87	\$8,805.87	\$990.00	89.89
APRIL	36	\$17,015.00	\$12,990.00	\$11,924.64	\$1,065.36	91.80
MAY	46	\$23,860.00	\$15,217.61	\$12,257.61	\$2,960.00	80.55
JUNE	36	\$23,519.00	\$16,657.28	\$9,617.30	\$7,039.98	57.74
JULY	51	\$31,591.00	\$22,413.14	\$12,908.50	\$9,504.64	57.59
AUGUST					\$0.00	#DIV/0!
SEPTEMBER					\$0.00	#DIV/0!
OCTOBER					\$0.00	#DIV/0!
NOVEMBER					\$0.00	#DIV/0!
DECEMBER					\$0.00	#DIV/0!
TOTAL	260	\$144,120.00	\$105,167.83	\$78,782.03	\$26,385.80	74.91

AMBULANCE COLLECTION WORKSHEET

MONTH 2007	#RUNS	AMOUNT BILLED	AMOUNT ALLOWED	AMOUNT COLLECTED	AMOUNT OUTSTANDING	PERCENT COLLECTED
JANUARY	31	\$15,725.00	\$11,980.27	\$11,226.13	\$754.14	93.71
FEBRUARY	36	\$16,440.00	\$11,470.41	\$11,335.31	\$135.10	98.82
MARCH	30	\$13,160.00	\$9,644.38	\$8,544.38	\$1,100.00	88.59
APRIL	28	\$13,575.00	\$10,745.86	\$9,845.86	\$900.00	91.62
MAY	33	\$17,165.00	\$13,024.94	\$11,171.09	\$1,853.85	85.77
JUNE	28	\$13,430.00	\$11,087.20	\$10,602.20	\$485.00	95.63
JULY	25	\$12,015.00	\$8,919.27	\$7,987.77	\$931.50	89.56
AUGUST	38	\$19,085.00	\$14,077.41	\$12,800.39	\$1,277.02	90.93
SEPTEMBER	30	\$14,965.00	\$11,428.21	\$10,243.21	\$1,185.00	89.63
OCTOBER	38	\$18,615.00	\$15,261.26	\$13,297.00	\$1,964.26	87.13
NOVEMBER	36	\$15,920.00	\$11,514.32	\$10,773.94	\$740.38	93.57
DECEMBER	33	\$17,570.00	\$14,385.93	\$13,278.54	\$1,107.39	92.30
JANUARY '08	25	\$21,090.00	\$15,369.44	\$12,653.62	\$2,715.82	82.33
FEBRUARY '08	36	\$14,685.00	\$12,724.49	\$10,614.49	\$2,110.00	83.42
MARCH '08	30	\$12,360.00	\$9,795.87	\$8,805.87	\$990.00	89.89
APRIL '08	36	\$17,015.00	\$12,990.00	\$11,924.64	\$1,065.36	91.80
MAY '08	46	\$23,860.00	\$15,217.61	\$12,257.61	\$2,960.00	80.55
JUNE '08	36	\$23,519.00	\$16,657.28	\$9,617.30	\$7,039.98	57.74
JULY '08	51	\$31,591.00	\$22,413.14	\$12,908.50	\$9,504.64	57.59
TOTAL	646	\$331,785.00	\$248,707.29	\$209,887.85	\$38,819.44	84.39



BUS RIDERSHIP
TOWN OF HAMPDEN

	January	February	March	April	May	June	July	August	September	October	November	December	Total
1999	796	778	1030	896	801	787	776	838	821	874	873	770	10040
2000	592	732	806	723	708	673	675	709	732	748	662	668	8428
2001	661	485	608	646	730	637	529	543	482	677	588	610	7196
2002	626	599	675	691	669	586	610	662	706	826	670	699	8019
2003	717	618	708	713	754	553	837	787	849	1508	1614	1738	11396
2004	1487	1577	1926	1877	1623	1926	1930	2096	2010	1805	1795	1981	22033
2005	1884	1942	2425	2303	2292	2294	2048	2353	2360	2375	2255	2179	26710
2006	2367	2092	2594	2213	2412	2571	2384	2555	2302	2337	2603	2443	28873
2007	2366	2253	2952	2313	2612	2649	2554	2830	2167	2844	2737	2700	30977
2008	3064	3053	2932	3177	3238	3128							18592

A-4-C

C-2-a

**WARRANT FOR MUNICIPAL ELECTION
TOWN OF HAMPDEN, MAINE
NOVEMBER 4, 2008**

COUNTY OF PENOBSCOT, SS.

TO: Devon Patterson, a resident of Hampden.

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

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

- District Councilors – Districts 1, 2, 3 and 4 (3-year term)**
- Directors School Administrative District No. 22 – (3 for 3-year term)**
- Director School Administrative District No. 22 – (1 to complete term to November, 2009)**
- Trustee Hampden Water District – (1)**

Also to determine the following Referendum Question:

ARTICLE 1. Ordinance authorizing appropriation and borrowing of funds to finance various sewer projects, including the construction, reconstruction, replacement or repair of sewer lines, manholes and appurtenances, stormwater separation facilities and other infrastructure improvements to the Town of Hampden Sewer System through issuance of general obligation bonds or notes of the Town of Hampden which may be callable in the principal amount not to exceed \$1,850,000.

Shall the above described ordinance be adopted and the municipal officers have the authority to issue general obligation bonds or notes of the Town and accomplish the Project as described above and in the ordinance?

Yes No



FINANCIAL STATEMENT OF TOWN TREASURER (Required by Law)

1. Total Town Indebtedness

A.	Bonds outstanding and unpaid	\$ 8,727,585
B.	Bonds authorized and unissued	\$ 0
C.	Bonds to be issued if this question is approved:	\$ 1,850,000
	TOTAL	\$10,577,585

2. Costs

At an estimated maximum interest rate of 4%, the estimated costs of this bond issue will be \$1,359,570 for a term of 30 years.

Principal	\$1,850,000.00
Interest	\$1,359,570.00
Total Debt Service	\$3,209,570.00

3. Validity

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/ Susan Lessard
Treasurer, Town of Hampden, Maine

WARRANT FOR MUNICIPAL ELECTION
TOWN OF HAMPDEN, MAINE
NOVEMBER 4, 2008
Page 3 of 3

The Polls shall be opened at 7:00 a.m. and closed at 8:00 p.m. The Registrar of Voters will hold office while the Polls are open at the Polling Place to correct any error in or change a name on the voting list, to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered to vote may not vote in any Election.

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

- November 3, 2008 (Day **Before** Election Day) – Continuously beginning at 10:00 am.; and
- November 4, 2008 – 9:00 am; 11:00 am, 1:00 pm; 3:00 pm and 8:00 pm

Dated at Hampden, Maine this _____ day of October, 2008.

Majority of Municipal Officers of Hampden, Maine

A True Copy:

ATTEST: _____
Town Clerk of Hampden, Maine

C-3-a



Best Western
White House Inn

October 1, 2008

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

To Whom It May Concern:

Attached is the liquor license renewal application for the Best Western White House Inn. We would like to request a waiver of the hearing process.

Any questions I can be reached at 862-3737.

Sincerely,

Peggy Brown
Peggy Brown
Manager
Best Western White House Inn

155 Littlefield Avenue
Bangor, Maine 04401
Phone/Fax (207) 862-3737
For Reservations Call 1-800-528-1234

Best Western Hotels are independently owned and operated

**Department of Public Safety
Division**



Liquor Licensing & Inspection

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

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

PRESENT LICENSE EXPIRES 11.4.08

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input checked="" type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) John D. Lafayette, III Carla J. Lafayette DOB: 9.17.55 DOB: 2.8.56	2. Business Name (D/B/A) White House Motel, Inc. F.I. busker Lounge
DOB:	
DOB:	Location (Street Address) 155 Littlefield Avenue
Address 155 Littlefield Ave	City/Town Bangor, State ME Zip Code 04401
	Mailing Address Same as above
City/Town Bangor, State ME Zip Code 04401	City/Town State Zip Code
Telephone Number 207.862.8000 Fax Number 207.862.3737	Business Telephone Number 207.862.3737 Fax Number 207.862.3737
Federal I.D. # 01-0381910	Seller Certificate # 200081

3. If premises are a hotel, indicate number of rooms available for transient guests: 77 62,500
4. State amount of gross income from period of last license: ROOMS \$ 1,403,000 FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire ,If YES

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

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

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

Name in Full (Print Clearly)	DOB	Place of Birth
John D. Lafayette, III	9.17.55	Bangor, ME
Carla J. Lafayette	2.8.56	Bangor, ME
Margaret A. Brown	3.22.67	Bangor, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
All Hampden, ME		

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

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

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

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

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

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

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

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

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

If YES, give details: _____

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

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

Dated at: Hampden, Maine on 10.1, 20 08
Town/City, State Date

Please sign in blue ink

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

Signature of Applicant or Corporate Officer(s)

C.J. Lafayette

STATE OF MAINE

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

On: October, 2008
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

FILING FEE..... \$ 10.00

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

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

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

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

1. Exact Corporate Name: White House Motel, Inc
 Business D/B/A Name: Fil: buster Lounge
2. Date of Incorporation: 5.27.1982
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
John D. LaFayette	155 Litchfield Ave Bangor, ME 04401	9/17/55	50%	Pres
Carla J. LaFayette	same	2/8/56	50%	Tres.
George Eaton	84 Harlow St. Bangor, ME 04401	-	-	clerk
Jackie Barndorff	PO Box Hamden, ME 04444	7/23/63	-	director

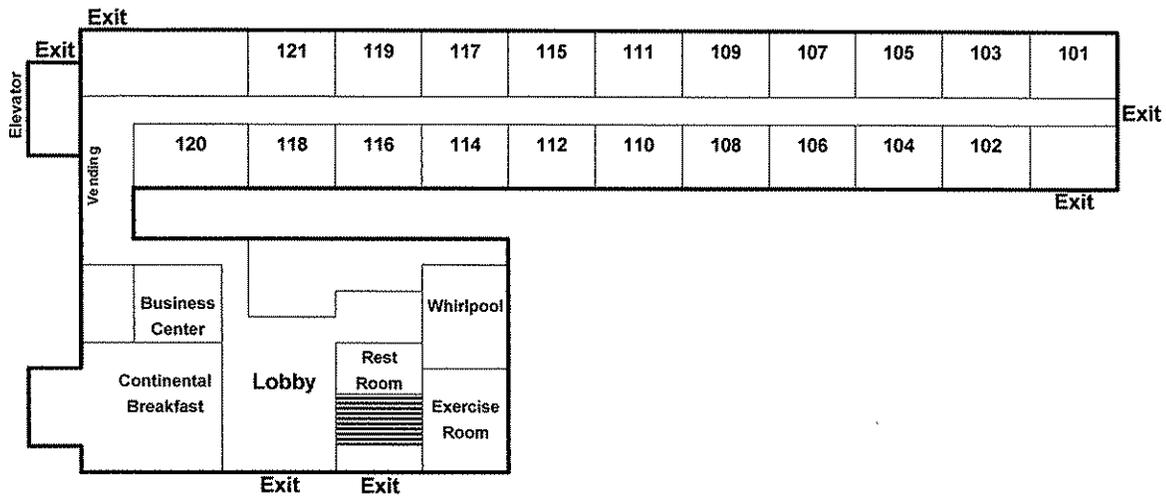
6. What is the amount of authorized stock? 100,000 Outstanding Stock? 0
7. Is any principal officer of the corporation a law enforcement official? () YES () NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES () NO.
9. If yes, please complete the following: Name: Fil: buster Lounge

Date of Conviction: 11.2.96 Offense: possession of alcohol after hours
 Location: lounge Disposition: fined
 Dated at: Hamden On: 10.1.08
City/Town Date

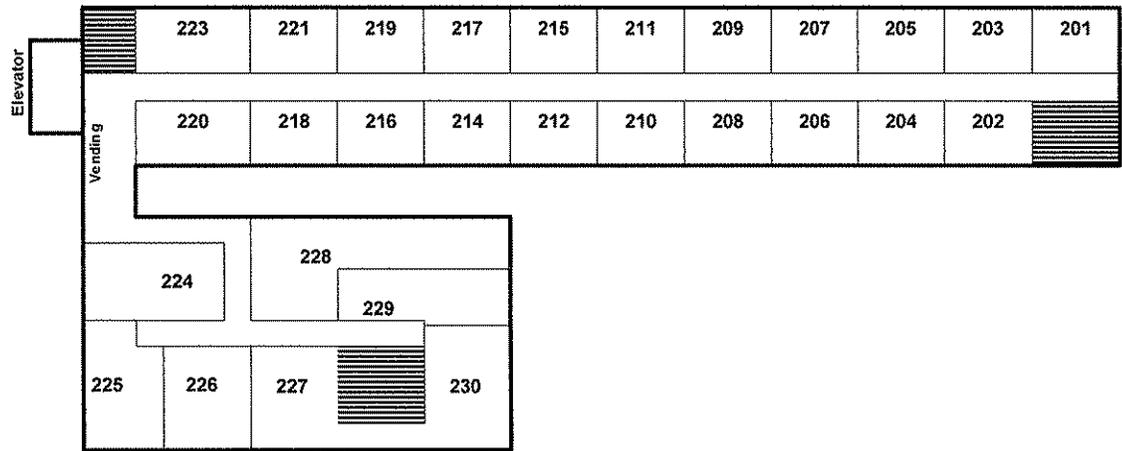
C.J. LaFayette Date: 10.1.08
 Signature of Duly Authorized Officer

C.J. LaFayette
 Print Name of Duly Authorized Officer

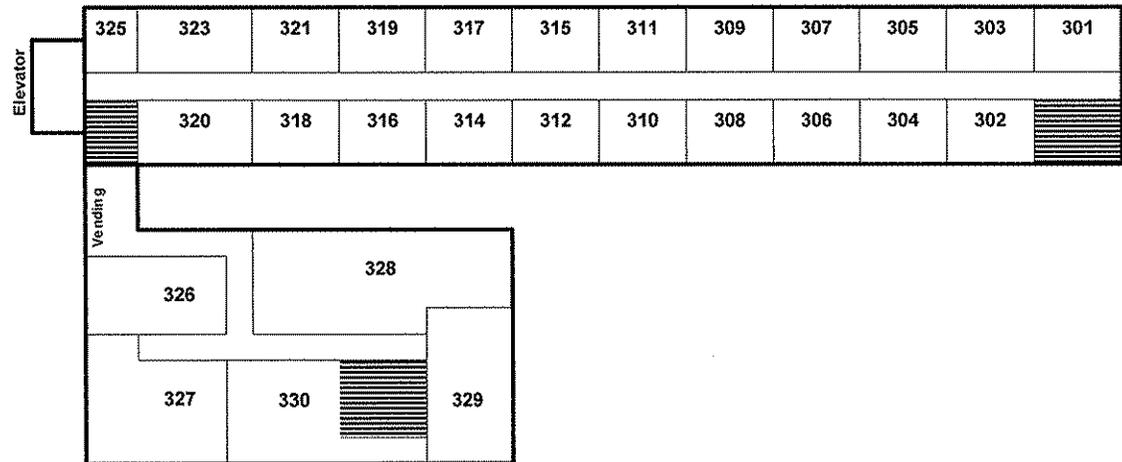
Best Western White House Inn



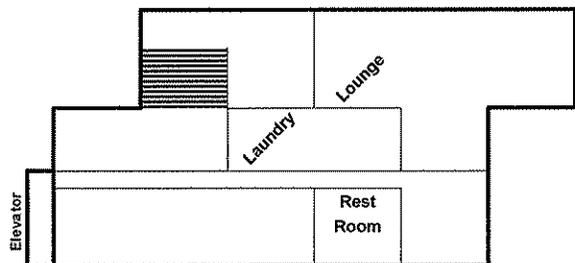
First Floor



Second Floor



Third Floor





TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

September 30, 2008

To: Sue Lessard
From: Chip Swan
Subject: 2003 Crown Victoria

I would like to have the 2003 Crown Victoria bid results that will be opened on October 3rd placed on the October 6th council agenda.

Yours truly,

Chip Swan, PWD

2008 TOLLING AND STANDSTILL AGREEMENT

This 2008 Tolling and Standstill Agreement (“Agreement”) is made by and among Mallinckrodt LLC and Town of Hampden (sometimes collectively referred to herein as the “Parties” or individually as the “Party”), whose authorized representatives have executed this Agreement.

WHEREAS, there is mercury contamination in the Penobscot River and Estuary and in the sediments of the River and Estuary (“Penobscot River Contamination”).

WHEREAS, Mallinckrodt LLC believes it may have claims against Town of Hampden for injunctive relief, allocation, cost recovery, damages or contribution relating to the Penobscot River Contamination under applicable law, including but not limited to Section 107 of CERCLA, 42 U.S.C. § 9607, Section 7002 of RCRA, 42 U.S.C. § 6972, and Maine common law.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. During the Effective Period of this Agreement, as defined in Paragraph 3, below, each Party to this Agreement, on behalf of itself, its successors and assigns, covenants not to sue any other Party to this Agreement on any claim or cause of action it may have relating to or arising in connection with the Penobscot River Contamination (“Claim”). This covenant not to sue shall remain in effect up to and including the last calendar day of the Effective Period.

2. In consideration of the foregoing, each Party, on behalf of itself and its successors and assigns, agrees that the Effective Period shall not be included in the calculation of the time that has elapsed for purposes of determining whether any Party’s Claims against it are barred by any applicable statute of limitations, statute of repose, laches, or any other possible bar or restriction based on timing (collectively “timing restrictions”).

3. (a) In the absence of the newly filed litigation situation described in Paragraph 3(b), below, the “Effective Period” shall mean that period of time beginning on July 1, 2008, and continuing to and including the sixtieth (60th) calendar day after the day on which any Party provides notice to the other Party to this Agreement, pursuant to Paragraph 4, below, that it is terminating the Agreement (the day on which notice is provided shall not be included in calculating the sixty (60) calendar day period).

(b) In the event that a lawsuit for claims relating to the Penobscot River Contamination is brought by or against another party or parties, and either Mallinckrodt LLC or Town of Hampden is made or joined as a party, the Effective Period shall mean that period of time beginning on July 1, 2008, and continuing to and including the fifteenth (15th) calendar day after the day on which any Party provides notices to the other Party to this Agreement, pursuant to Paragraph 4, below, that it is terminating the Agreement (the day on which notice is provided shall not be included in calculating the fifteen (15) day calendar period).

4. Each Party has the right to terminate this Agreement at any time. Notice to terminate this Agreement shall be provided by such means that will ensure its timely receipt, and will be deemed to have been provided on the date that the other Parties actually receive the notice. Notice shall be sent to each Party's representative, as designated on Exhibit A. Each Party shall have the right to change its representative upon ten (10) days written notice to the other Parties.

5. This Agreement contains the entire Agreement between the Parties, and this Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

6. Nothing in this Agreement should be construed as an admission or indication that any timing restriction has begun to run or has expired. Nothing in this Agreement shall be construed as reviving or altering any timing restrictions that expired prior to the date of this Agreement. The Parties agree that nothing in this Agreement shall be construed as an admission of liability, responsibility or fault in connection with the Penobscot River Contamination. The Parties agree that nothing in this Agreement shall be construed as a waiver of any claim, defense, argument or position that any Party may have against any other Party to the Agreement or other entity with respect to the Penobscot River Contamination, except as specifically stated in this Agreement.

7. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

9. This Agreement shall be effective as of July 1, 2008.

10. In the event that no Party terminates this Agreement, pursuant to Paragraph 4 above, the Agreement will automatically expire six (6) years after the day on which the United States District Court for the District of Maine enters its initial order concerning the need for remediation work for the Penobscot River Contamination, in case number 00-69, titled *Maine People's Alliance v. HoltraChem Manf. Co.*

IN WITNESS WHEREOF, the Parties shall cause this Agreement to be executed by their respective duly authorized representatives.

MALLINCKRODT LLC

Town of Hampden

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
2008 TOLLING AND STANDSTILL AGREEMENT

PARTY
Mallinckrodt LLC

REPRESENTATIVES
Patricia H. Duft, Esq.
Mallinckrodt LLC
675 McDonnell Blvd.
Hazelwood, MO 63042
Phone: 314-654-6314
Email: pat.duft@Covidien.com

With a copy to:
John M. Heyde
Sidley Austin LLP
One S. Dearborn St.
Chicago, IL 60603
Phone: 312-853-7716
Fax: 312-853-7036
Email: jheyde@sidley.com

Town of Hampden

[Name/Address]
Phone:
Fax:
Email:

With a copy to:
[Name/Address]
Phone:
Fax:
Email:



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

September 30, 2008

To: Sue Lessard
From: Chip Swan
Subject: 1971 Air Compressor

I would like to have the Air Compressor bid results that will be opened on October 3rd placed on the October 6th council agenda.

Yours truly,

Chip Swan, PWD



C-3-e

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

September 30, 2008

To: Sue Lessard
From: Chip Swan
Subject: Laura Hoit Pool Heating Bid Results

I would like to have the heating bid results that will be opened on October 3rd placed on the October 6th council agenda.

Yours truly,

Chip Swan, PWD

PROGRAMMING AND PROCEDURES FOR HAMPDEN GOVERNMENT CHANNEL

1.0 PURPOSE

overhead TV coverage of various Town Boards, Committees, and Commissions and other official Town events.

- 3.2 To inform citizens about the programs and services provided by the Town and Town-sponsored agencies.
- 3.3 To explain opportunities for citizens to participate in Town programs and services;
- 3.4 To provide information on public health, safety, and welfare issues;
- 3.5 To assist with the internal training of Town departments;

4.0 TYPES OF PROGRAMMING

- 4.1 Community Bulletin Board - Informational messages displayed in typewritten or graphic form. The bulletin board will be in operation when no other programming is scheduled and will accept and display only information received from Town Departments, SAD #22 and agencies, organizations, and events related to Town operations.
- 4.2 Live Broadcast – Televising an event at the time it is occurring. Live coverage of Town events will include, but not be limited to, Town Council and Planning Board meetings and special meetings as requested by Town Departments. Meetings held in the Hampden Town Council Chambers

organized by agencies or officials of local, County, State, or Federal Governments may be broadcast if the purpose of the meeting is directly related to programs or activities of the Town of Hampden and otherwise complies with the prohibitions and limitations of this policy.

- 4.3 Pre-Recorded or Rebroadcast Programming – A program or event videotaped for broadcast at a later time. All live broadcast programs may be rebroadcast. In addition, Town events or events sponsored by the Town and occurring outside of the Town Council Chambers may be recorded for broadcast.
- 4.4 Public Service Announcements – Short pre-recorded messages on a variety of topics produced by the Town, SAD #22, contractors of the Town, Town sponsored organizations, or other levels of government that announce events or issues of importance to the residents of Hampden.
- 4.5 Outside Resource Programs – Pre-recorded material on a variety of topics produced by entities other than the Town may be considered for broadcast under the conditions outlined in Section 5.0 of this policy.
- 4.5 Training Tapes – Instructional videotapes used to discuss, outline, and/or summarize departmental functions or techniques.

5.0 USE OF OUTSIDE PROGRAMMING

Pre-recorded material produced by entities other than the Town may be considered for broadcast if the broadcasting of such material is requested by a Town Department and if:

- 5.1 The subject matter of the programming is directly related to a program or service provided by the Town; or
- 5.2 The programming deals with health, safety or welfare issues of direct concern to our citizens; or
- 5.3 The program is determined to be directly related to priorities established by the Town Council; and
- 5.4 The program does not fall within one of the specific prohibitions outlined in Section 6 of this policy;
- 5.5 Final approval for the airing of such programming shall be at the sole discretion of the Town Manager or his/her designee.

6.0 PROGRAMMING EXHIBITING ANY OF THE FOLLOWING IS SPECIFICALLY PROHIBITED:

- 6.1 Material designed to promote the commercial sale of products or services.
- 6.2 Promotions for or endorsements of individuals seeking public office;
- 6.3 Solicitation of funds, except where such activities are in full compliance with the requirements of the Town's Code of Ethics;
- 6.4 Materials that require copyright or trademark authorization unless written authorization for the use of such materials is secured;
- 6.5 Any material that may constitute libel, slander, invasion of privacy, violation of trade copyright, or which might violate any local, state, or

- 6.6 federal law or regulation, including those required by the Federal Communications Commission;
- 6.6 Material not related to the services, programs, priorities, and mission of the Town of Hampden.

7.0 DUTIES AND RESPONSIBILITIES.

Overall operation and programming of the Town's government channel is the responsibility of the Town Manager or his/her designee and he/she shall be responsible for:

- 7.1 Scheduling and programming the channel;
- 7.2 Managing all equipment associated with the channel;
- 7.3 Insuring that all programming complies with this policy;
- 7.4 Providing training and technical assistance to other departments and town staff on the use of television equipment;
- 7.5 Maintaining video archives of programming;
- 7.6 Copying programs at the request of members of the Town Council, staff, or citizens.

8.0 MISCELLANEOUS PROVISIONS

- 8.1 Live broadcasts of Council and other official meetings of the Town of Hampden will be rebroadcast in their entirety. Editing is permitted only to eliminate dead time, to delete items which might otherwise violate the prohibitions included in Section 6 above, or with the express approval of the Town Manager.
- 8.2 Use of Town video equipment is restricted to purposes related to the Government channel and may be used only by Town employees or members of the Communications Committee and/or interns under the supervision of Town employees. Loaning or renting equipment for personal or outside agency use is strictly prohibited.
- 8.3 Appropriate charges will be established to cover the cost of the time and materials required for copies of programs.
- 8.4 Priority for the use of video equipment shall be given first to the coverage of public meetings of the Town of Hampden.
- 8.5 Outside material submitted and found acceptable for use on the Town channel may be edited as appropriate to meet the needs of the Town.

9.0 RESPONSIBILITY FOR REVIEW

The Town Manager shall periodically review this policy and, when necessary, recommend changes or revisions to the Town Council.

- 10.0 AUTHORIZATION TO BROADCAST any program, announcement or information of any kind shall be at the sole discretion of the Town Manager or her/his designee.

C-3-g

FINANCE COMMITTEE MEETING MINUTES
September 25, 2008

Attending:

Chairman Tom Brann
Councilor Ed Murphy
Councilor Andre Cushing
Town Manager Susan Lessard

The meeting was opened at 7 p.m. by Chairman Brann.

Pool Fee Increase Request

The first item on the agenda was a discussion of the fee increase request by the pool. The committee reviewed the requested fee increases (copy attached). The last fee increase at the pool was in 2005. According to the fees ordinance, requests for increase must be submitted to the Council in October of each year. The pool is the only department that has requested an increase. Motion by Ed Murphy, seconded by Andre Cushing to recommend approving the proposed fee increases to the full council. Vote 3-0.

Municipal Building Roof Financing

Estimates were not available for the three roof options at the time of the Finance Committee Meeting. This subject will be considered again at the next regular Finance Committee Meeting on Thursday, October 9th.

Long-term Resident Tax Credit Program

The Committee reviewed information provided by the Town Manager concerning two possible options for a tax credit program for elderly, long term residents. (A copy of both proposals is attached to the minutes.)

The merits of both proposals were discussed by the Committee. Option 1 required no application, would be automatically applied to eligible property owners, would be based on an ownership in Hampden of at least 15 years, and the owner must be at least 65 years of age. The credit would be based on a certain valuation, much like the Homestead Valuation. 10,000, 15,000, and 20,000 in valuation exemptions were discussed, with a price tag ranging from \$48,000 to \$96,000 at the current mil rate.

Option 2 would add an income component to the program and require proof of receipt of the Maine Tax and Rent Refund.

Motion by Ed Murphy, seconded by Andre Cushing to recommend Option 1 to the full Council, with a determination to be made by the Council as to the appropriate level of valuation exemption. Vote 3-0.

Sewer Rate Increase Needs – November 2008 Referendum

The Manager presented information related to sewer rate increase needs if the bond issue for sewer construction passes in November. The Committee reviewed the rates that

would be necessary to accommodate borrowing of 20, 25 and 30 years. (A copy of the schedule is attached to the minutes). Motion by Andre Cushing, seconded by Ed Murphy to recommend a \$1 sewer rate increase to accommodate a 20 year loan repayment if the November sewer bond is approved by the voters. Vote 3-0.

Capital Reserve Program

This item will be moved ahead to the next regular Finance Committee Agenda.

The meeting was adjourned at 8 p.m.

Respectfully submitted,
Sue Lessard
Town Manager

A handwritten signature in cursive script, appearing to read "Sue Lessard", written over the printed name.

Local Program

Option 1

C-3-g-1

15 years
65

10,000 exemption credit - this year 159.00
for 300 = 48,000.00
= 6.5¢ on mil rate

15,000 exemption credit - this year 238.50
for 300 = 71,550.00
= 12.9¢ on mil rate

20,000 exemption credit - this year 318.00
for 300 = 95,400
= 17.3¢ on mil rate

20 years / 65 and over

reduces # by 25% 225 eligible

Terms of Program

- Automatic
- all who meet length of ownership & Age get it
- no application necessary
- credit posted to tax bill - no checks issued

Option 2 Income factor Included

1. Over 65 years of age
2. 15+ years of ownership in Hampden
3. eligible for State Tax/Keck Refund
4. Documentation needed - copy of state program check/eligibility
5. Credit issued to tax bill
6. Applications necessary

- Only know the number of properties that might be involved. Do not have financial information in order to know how many would be eligible. would make budgeting for the program difficult.

- applications may discourage participation.

C-3-g-2

		SEWER RATE INFORMATION			
		FOR 2008 BONDING			
# USERS	AVG. QUARTERLY USE	USAGE FEES	CAPITAL CHARGE	TOTAL REVENUE	
	(B x 3.28)		(A x 18.12)		
1402	28,224	\$92,574.72	\$25,404.24	\$117,978.96	
1408	27,913	\$91,554.64	\$25,512.96	\$117,067.60	
1411	37,379	\$122,603.12	\$25,567.32	\$148,170.44	
1412	28,403	\$93,161.84	\$25,585.44	\$118,747.28	
TOTAL 2007	121,919	\$399,894.32	\$102,069.96	\$501,964.28	
2007 Expenses					
Treatment Service Charge				\$79,115.00	
Utilities/Fuel				\$28,479.00	
Pump Station Contracts				\$32,998.00	
Wages				\$55,000.00	
Engineering				\$3,051.00	
Maintenance				\$33,847.00	
Administration				\$1,612.00	
Dep & Amortization				\$208,050.00	
Total 2007				\$442,152.00	
Net Operating Revenue				\$59,812.28	
SEWER RATE IMPACT (AT CURRENT USAGE RATES)					
NOTE	AMOUNT	RATE CHANGE	CURRENT RATE	TOTAL	
20 YEAR NOTE	\$121,493.00	\$1.00	\$3.28	\$4.28	
25 YEAR NOTE	\$103,304.00	\$0.85	\$3.28	\$4.13	
30 YEAR NOTE	\$91,361.00	\$0.75	\$3.28	\$4.03	
BILL IMPACT AVERAGE USE	OLD RATE	CAPITAL CHARGE	TOTAL	NEW RATE	CAPITAL CHARGE
					TOTAL
25	\$3.28	\$18.12	\$100.12	\$4.28	\$18.12
25	\$3.28	\$18.12	\$100.12	\$4.13	\$18.12
25	\$3.28	\$18.12	\$100.12	\$4.03	\$18.12
					Increase/Quarter
					\$25.00
					\$21.25
					\$18.75

ARTICLE 8
POOL
Amended 11-17-03, 4-4-05

C-3-g-3

8.1. Pool Fee Waiver/Scholarship Policy: Any person interested in Lura Hoit Pool's resident swim lessons (8.9) and non-resident swim lessons (8.10) that feels they do not have the financial means to afford the full fee shall receive a waiver/scholarship at the sole discretion of the Pool Director to be paid for with the scholarship fund. Full or partial fee waivers may be given as determined by financial need for the learn to swim program only.

8.2. Annual Resident Membership Fees:		New Fees
8.2.1. Family	\$250.00	\$255
8.2.2. Single Adult	\$150.00	\$155
8.2.3. High School Student	\$125.00	none
8.2.4. Youth thru Grade 8	\$100.00	none
New Youth/Teen		\$120
8.2.5. Senior	\$140.00	\$145
8.3. Six Month Resident Membership Fees:		
8.3.1. Family	\$150.00	\$155
8.3.2. Single Adult	\$90.00	\$95
8.3.3. High School Student	\$75.00	none
8.3.4. Youth thru Grade 8	\$60.00	none
New Youth/Teen		\$75
8.3.5. Senior	\$85.00	\$90
8.4. Three Month Resident Membership Fees:		
8.4.1. Family	\$90.00	\$95
8.4.2. Single Adult	\$55.00	\$60
8.4.3. High School Student	\$45.00	none
8.4.4. Youth thru Grade 8	\$35.00	none
New Youth/Teen		\$50
8.4.5. Senior	\$50.00	\$55
8.5. Annual Non-Resident Membership Fees:		
8.5.1. Family	\$275.00	\$280
8.5.2. Single Adult	\$175.00	\$180
8.5.3. High School Student	\$150.00	none
8.5.4. Youth thru Grade 8	\$125.00	none
New Youth/Teen		\$145
8.5.5. Senior	\$165.00	\$170
8.6. Six Month Non-Resident Membership Fees:		
8.6.1. Family	\$165.00	\$170
8.6.2. Single Adult	\$105.00	\$110
8.6.3. High School Student	\$90.00	none
8.6.4. Youth thru Grade 8	\$75.00	none
New Youth/Teen		\$90
8.6.5. Senior	\$100.00	\$105

8.7.	<i>Three Month Non- Resident Membership Fees:</i>		<i>New</i>
8.7.1.	Family	\$100.00	\$105
8.7.2.	Single Adult	\$65.00	\$70
8.7.3.	High School Student	\$55.00	none
8.7.4.	Youth thru Grade 8	\$45.00	none
New	Youth/Teen		\$60
8.7.5.	Senior	\$60.00	\$65
8.8.	<i>Daily Swim Fee during family or lap swim times</i>		
8.8.1.	Single Swim - Resident	\$3.00	\$4.00
8.8.2.	Single Swim – Non-Resident	\$4.00	\$5.00
8.8.3.	Resident 12 Use Punch Card	\$25.00	\$30
8.8.4.	Non-Resident 12 Use Punch Card	\$30.00	\$36
8.9.	<i>Resident Swim Lessons (8 Classes):</i>		
8.9.1.	Members	\$20.00	\$25
8.9.2.	Non-Members	\$30.00	\$35
8.10.	<i>Non-Resident Swim Lessons (8 Classes):</i>		
8.10.1.	Members	\$25.00	\$30
8.10.2.	Non-Members	\$35.00	\$40
8.11.	<i>Resident Adult Aqua Aerobics (10 Classes):</i>		
8.11.1.	Members	\$20.00	\$25
8.11.2.	Non-Members	\$25.00	\$30
8.11.3.	Senior Citizen Discount	10%	none
8.12.	<i>Non-Resident Adult Aqua Aerobics (10 Classes):</i>		
8.12.1.	Members	\$25.00	\$30
8.12.2.	Non-Members	\$30.00	\$35
8.12.3.	Senior Citizen Discount	10%	none
8.13.	<i>Adult Aqua Aerobics Drop Ins:</i>		
8.13.1.	Members	\$4.00/class	
8.13.2.	Non-Members	\$5.00/class	
8.13.3.	Senior Citizen Discount	10%	none
8.14.	<i>Gentle Aerobics</i>	\$1.50/class	
8.15.	<i>Pool Facility Rental Fees (Limited Availability):</i>		
8.15.1.	Resident Pool Rental	\$65.00	\$70
8.15.2.	Resident Lounge Rental	\$15.00	\$20
8.15.3.	Non-Resident Pool Rental	\$80.00	\$85
8.15.4.	Non-Resident Lounge Rental	\$20.00	\$25
8.15.5.	Each Additional Lifeguard (As Required by Rules)	\$10.00	\$15
8.16.	<i>Swim Diaper</i>	\$1.00	

An itemized listing of fees for each town department will be submitted to the Town Council by the Town Manager on or before October of each year for the Councils review, revision, and approval.



C-3-h

TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: 10/1/08

Property Information:

Property Owner's Name: PATRICK AUDET Phone #: 942-7156

Street Number: 381 Street Name: MAIN ROAD North

Mailing Address: same

Zoning District: Residential A (not permitted in Resource Protection District)

Lot Size: 3.51 Acres Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: 142 feet (150 ft. min.)

Distance to Nearest Residential Structure: 172 feet (200 ft. min.)

Assessor's Tax Map: 25 and Lot: 5-B

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.
2. Please include installation instructions provided by Manufacturer.

- I have received a copy of the *Town of Hampden Fire Prevention Code*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.
- I have received a copy of the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.
- I have received a copy of DEP *Chapter 150: Control of Emissions From Outdoor Wood Boilers* QUESTIONS PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance*. I also acknowledge my responsibility to renew my license annually.

Owner Signature: *Patrick Audet* Date _____

Hampden Town Council Action: Approved Denied Date: _____

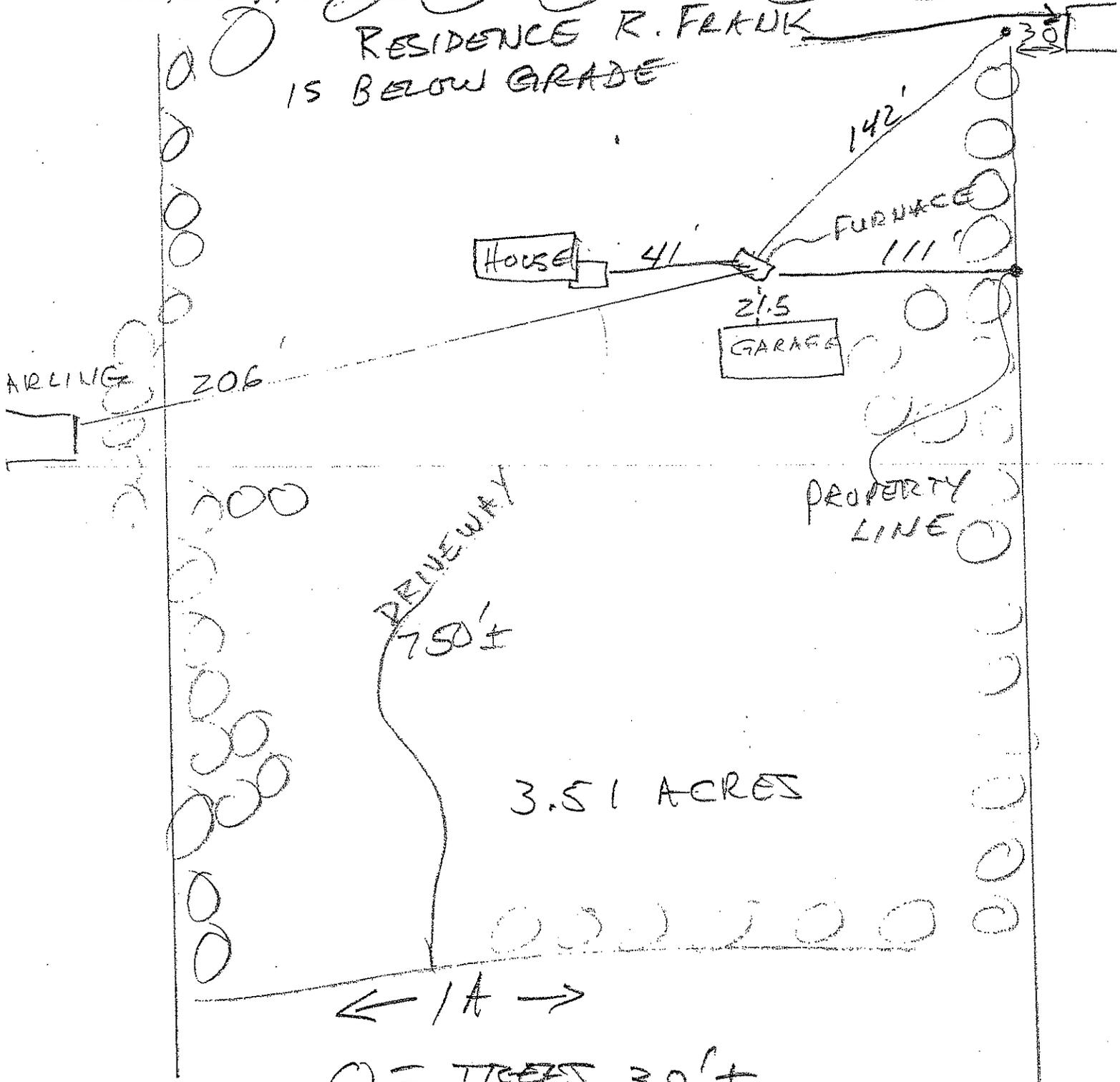
Town Clerk Signature: _____ Date _____

***This License Expires:** _____
Date

Plot Plan

Please be as detailed as possible. Include all existing and proposed structures, wells, septic areas, driveways, etc. Also include setbacks of structures from each other and property lines.

RIVER
RESIDENCE R. FRANK
IS BELOW GRADE



3.51 ACRES

$1A$

O = TREES 30'+

Front (Street Right-of Way) Lot Line

I HEREBY ATTEST THAT THE ABOVE DRAWING AND DIMENSIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Applicant *[Signature]* date 10-1-08

Signature of Owner _____ date _____

C-4-a

**BION A. FOSTER
8 FOSTER AVENUE, P.O. BOX 287
HAMPDEN, ME 04444**

September 19, 2008

Ms. Deb Lozito and Members
Board of Trustees, Edythe L. Dyer Community Library
269 Main Road North
Hampden, ME 04401

Dear Deb and Members of the Board,

As you are probably aware, I suffered a stroke on August 11, 2008, which was of a significant duration, placing me in critical care for 12 days, and hospitalizing me for 20 days. This event was followed by a pro-longed period of therapy expected to last for several months. I have lost my ability to drive for several months, and will need assistance to perform day-to-day activities. During this time, I have had to suspend all activity in my business affairs, turning all decision-making activities over to my previously-designated power of attorney.

Needless to say, this has been the most significant health event that I have experienced to date, with a resulting requirement that I must substantially limit my near-term involvement in many activities, groups, and organizations. It has provided Dorain and me with an opportunity to take stock of our priorities, and to recognize that we must limit much of our historical involvement and commitments. Our bear term priority is to provide more time with our family, friends and our employees.

I have enjoyed my commitment and my involvement with the members of the Board of Trustees of the Edythe Dyer Community Library, which makes this decision even that much more difficult. It is with regret that I find it necessary, but advisable, to resign my position, effective immediately. Were it not medically advisable to limit my involvement and activities, I would choose to try to maintain my former activity level, but I know this is not advisable. Dorain and I have particularly enjoyed the fund raising activities on behalf of the Endowment Fund, and have taken great pride in being involved in raising ten of thousand of dollars for the Christmas Gatherings, over many years.

I wish you the very best, and trust that you will understand the difficult circumstances that force me to make this decision. Thank you for the trust and confidence that you have historically placed in me, and best wishes always.

Very truly yours,

Bion A. Foster

cc. Susan Lessard, Town Manager
Members, Hampden Town Council



HAMPDEN PUBLIC SAFETY
Code Enforcement Division
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4500
Fax: 207-862-5067

C-4-b

Memorandum

Date: September 15, 2008
To: Susan Lessard, Town Manager
Mayor Briggs and Hampden Town Council
Subject: Proposed Outdoor Wood-fired Boiler Installation (1 Deer Hill Lane)
From: Ben Johnson, Code Enforcement Officer *BJ*

Michael C. Levesque has recently approached me about installing an outdoor wood-fired boiler on his property. Fairly early in the process of discussing/reviewing the proposal a property line setback issue was discovered. Our Town ordinance requires that newly installed outdoor wood-fired boilers be set back at least 150 feet from property lines and State of Maine regulations require a 250 foot setback. The proposed boiler location cannot meet the 150 or the 250 foot setback from Mr. Levesque's property lines.

The reason for this memo is that Mr. Levesque is part owner of those abutting properties from which he cannot meet the setback. After discussing this setback question with Chief Rogers we came to the conclusion that we, as Town staff members, could not adjust or ignore the setback requirement just because the abutting properties were under somewhat common ownership. We felt that one option Mr. Levesque could explore was asking the Council whether or not they felt that the property line setback could be measured from only properties which are not in some sort of common ownership.

I have attached a copy of a diagram that Mr. Levesque has provided for review purposes. As he indicates, the closest house to the boiler would be around 330 feet. There is a structure on Map 7 Lot 35 (owned partially by Mr. Levesque) that has a rental dwelling unit on it. That dwelling unit is approximately 430 feet from the proposed boiler. The minimum setback for an outdoor wood-fired boiler from a neighboring residence is 200 feet. Mr. Levesque concedes that the sale of any of the adjacent properties would create an immediate non-conforming situation and has indicated he would either bring the boiler into compliance or remove it should one of the properties be sold.

Respectfully Submitted



TOWN OF HAMPDEN
OUTDOOR WOOD-FIRED BOILER ANNUAL
LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: 9/10/08



Property Information:

Property Owner's Name: Michael C. Levesque Phone #: 862-4646

Street Number: 1 Street Name: Deer Hill Lane

Mailing Address: PO Box 747 Hampden ME 0444

Zoning District: Rural (not permitted in Resource Protection District)

Lot Size: 3.3 Acres Square Feet (3 acre min. lot size)

Outdoor Wood-fired Boiler Setback to Nearest Property Line: 265 feet (150 ft. min.) see note over

Distance to Nearest Residential Structure: 330 feet (200 ft. min.)

Assessor's Tax Map: 07 and Lot: 03513

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.

2. Please include installation instructions provided by Manufacturer.

I have received a copy of the Town of Hampden Fire Prevention Code -> Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.

I have received a copy of the Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance -> Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.

I hereby agree to operate my outdoor wood-fired boiler in accordance with the Town of Hampden Fire Prevention Code and the Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance. I also acknowledge my responsibility to renew my license annually.

Owner Signature: [Signature] Date 9/10/08

Hampden Town Council Action: [] Approved [] Denied Date: _____

Town Clerk Signature: _____ Date _____

*This License Expires 1 year from the Date of Issuance

11/10/08



The OWB will have a stack height of 18' and will sit 265' from the nearest lot line that is "not" owned by the applicant. I understand that the "sale" of any one of the three lots will make the OWB non-conforming and it ~~shall~~ shall be brought into compliance or removed.

9/10/08

Michael R. [Signature]

Map 35
Lot 3

Nearest
House

Map 35
Lot 2B

Map 35
Lot 2A

Map 7
Lot 35C

195'
Nearest Line

Map 07
Lot 035B

House

Barn

Drive

Deer Hill

OWB
Boiler

Map 07

Lot 035

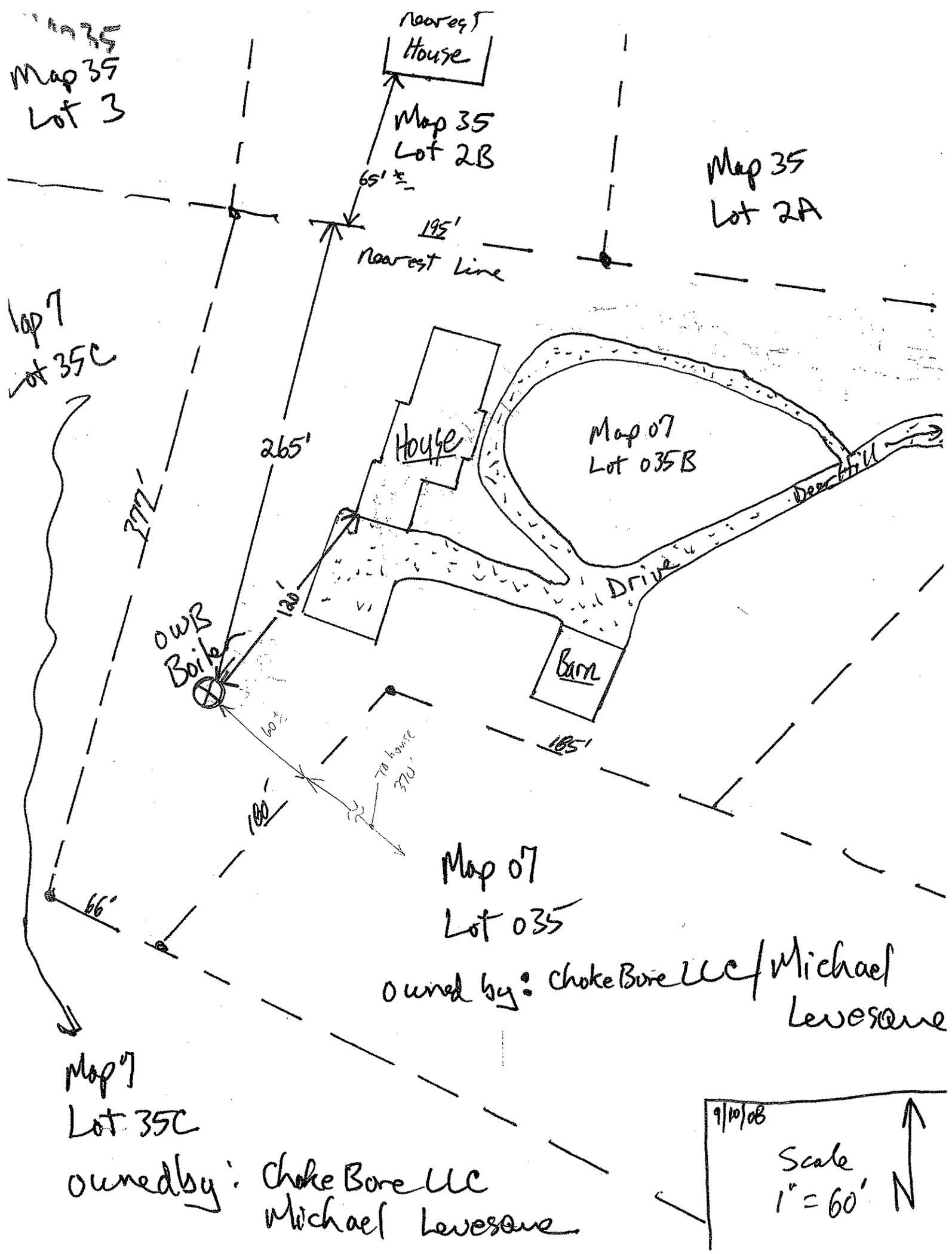
owned by: Choke Bore LLC / Michael
Levesone

Map 7
Lot 35C

owned by: Choke Bore LLC
Michael Levesone

9/10/08

Scale
1" = 60' N



SECTION 3 - FURNACE INSTALLATION

Fig. 4

Careful planning and proper installation of the outdoor wood furnace and the entire heating system are essential for the ultimate in customer satisfaction and heating comfort and efficiency. Be sure to read and observe all of the following information in this section when installing the furnace.

CAUTION

This wood furnace is not intended to be the only source of heat. Should the system be left unattended, run out of wood, or be in need of service, a backup system should be in place to prevent damage caused by freezing.

INSTALLATION CLEARANCES AND PRECAUTIONS

- The Classic is not intended or certified to be installed inside a building.
- If this outdoor wood furnace is used to heat potable water that has any association with commercial food preparation or heating milk-house hot water, it is recommended that a double wall heat exchanger be installed. Also, a check valve (backflow preventer) must be installed in the line used to fill water into the system.

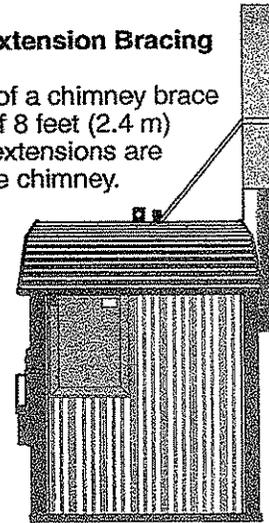
NOTE: All installations and operations must be in accordance with local and state codes which may differ from the information in this manual.

1. Installation requirements for clearances to combustibles are as follows:
 - 18 inches from the back of the furnace.
 - 6 inches from the sides of the furnace.
 - 48 inches from the front of the furnace.
 - 18 inches from the chimney connector.
 - The foundation must be noncombustible.
2. In higher populated areas, it is necessary to extend the chimney to a height above the roofs of surrounding buildings. All chimney extensions should be insulated to prevent condensation from entering the furnace firebox. When extending the chimney, each section must be secured at each connection joint with 4 screws to stabilize the extension. The outer shell of each extension (that covers the insulation) should also be fastened with 4 screws to increase stability. If more than 8 feet of extensions are added to the existing chimney, a stabilizing brace or other suitable support should be installed to ensure the stability of the extended chimney.

NOTE: If a chimney extension or chimney replacement is desired, only use genuine Central Boiler chimney components listed in the parts section of this manual.

Chimney Extension Bracing

Installation of a chimney brace is required if 8 feet (2.4 m) or more of extensions are added to the chimney.



3. A nontoxic boiler-type antifreeze may be added to prevent freezing if the furnace is to not be fired for extended time periods in cold weather. If antifreeze is used, be sure to adhere to all warnings and precautions on the label of the product being used.

NOTE: Do not use automotive or RV types of antifreeze. Water may be kept from freezing by running the circulating pump(s) and drawing the heat off the building being heated by the backup heating system.

WARNING

Vent cap must fit loosely on the vent opening. Do not force the cap down or try to seal it tightly onto the vent pipe. Do not extend or restrict the vent pipe or opening. **DO NOT ALLOW THE FURNACE TO PRESSURIZE.**

4. An approved chimney spark arrestor is recommended for all installations and is required if the furnace is used in areas with high fire risk.
5. Installation of the furnace is to be performed by a qualified installer.
6. The qualified installer must determine how to install this supplementary furnace to be compatible with the existing heating source.
7. If possible, fill the furnace with softened or distilled water; then add Central Boiler Corrosion Inhibitor (p/n 165).
8. If any installation questions arise that cannot be answered by the information in this manual, be sure to contact either your dealer or Central Boiler.

PLANNING THE INSTALLATION

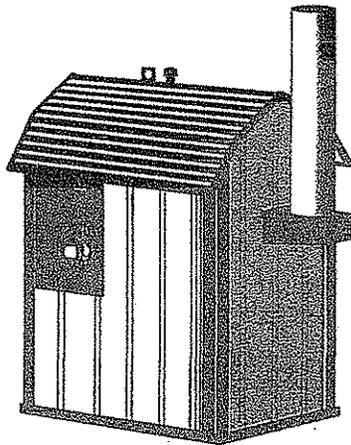
Several items must be taken into consideration when selecting a suitable location for the Classic outdoor wood furnace. Highlighted below are many of the key items that must be considered when choosing a location for the furnace.

Section

- ✓ Check all pertinent state, provincial, and local codes.
- ✓ Check with your insurance company to see if they have any location requirements.
- ✓ Consider the direction that the smoke will travel with the prevailing winds.
- ✓ The shorter the distance between the furnace and building(s) being heated, the lower the cost will be for the installation of the supply and return water lines and insulation. Be sure to maintain the required clearances to combustibles.
- ✓ The water lines from the furnace to the building(s) should not be buried in low lying areas with standing water or very high water tables.
- ✓ The water lines should not (if at all possible) run across an area of heavy vehicle traffic. Water lines that run under heavy vehicle traffic areas should be protected from excessive compression.
- ✓ If the ground where the furnace is to be placed is either unstable or subject to frost heaving, a concrete foundation with two 3 foot cement pilings positioned near the front corners should be installed.

GENERAL INSTALLATION INFORMATION

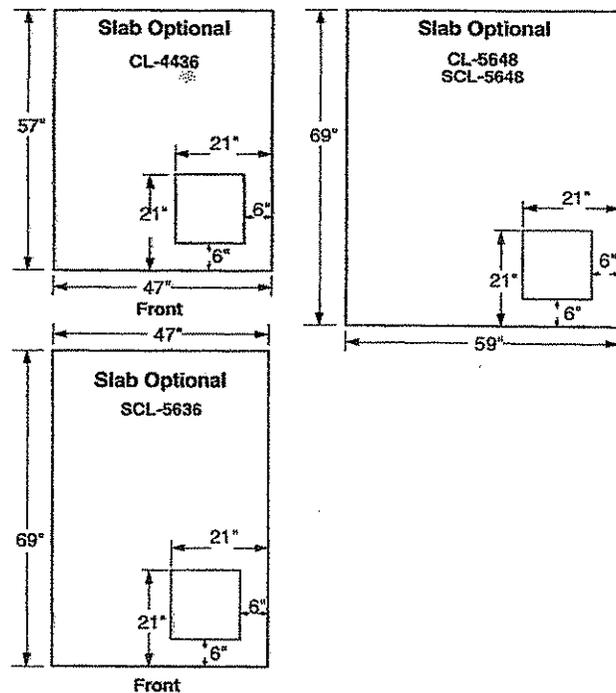
Fig. 5



On all models except the CL-7260 and Pallet Burner, the furnace may be installed directly on stable ground without the necessity of pouring a slab. If the ground is unstable you may want to either use a perimeter of patio blocks under the base or pour a concrete foundation. It is required that the CL-7260 and Pallet Burner models be installed on a concrete foundation.

It is recommended however, that the furnace be installed on a concrete foundation. Figure 6 identifies the foundation dimensions and hollowed out area necessary for each model. A 4 to 6 inch thick concrete slab works well, but a thicker slab may be used to obtain the desired door opening height. If the area where the furnace is to be positioned is unstable and/or affected by frost heaving, before pouring the concrete, dig two 8 inch holes 3 feet deep at the rear corners of the slab to provide additional support to keep the slab from tipping.

Fig. 6
Foundation Dimensions



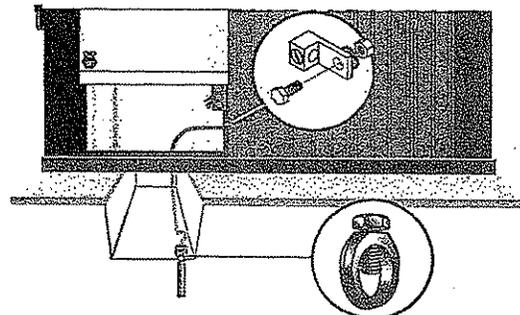
WARNING

Do not allow combustible materials (straw, hay, or wood) near the base. Keep the perimeter of the furnace clear and clean.

Shut-off valves must be installed on each line so the water lines can be shut off individually for purging air from the lines if necessary. Be sure all fittings are metal. Do not use plastic fittings or valves.

Using the following instructions, install and connect a ground rod (kit p/n 6593) to the furnace. In the water supply trench near the furnace, drive the ground rod into the ground until the top of the ground rod is below the ground surface. Route the ground wire from the ground rod, under the furnace base, and over to either a vertical brace or the frame on the furnace. Drill a 1/4 in. hole in the brace and secure the ground terminal with a cap screw (1/4x20x3/4 in.), star washer and nut; then secure the ground wire to the terminal. Secure the ground wire to the ground rod with the clamp. Tighten all hardware securely.

Fig. 6a



NOTE: Prior to drilling the 1/4 in. hole in the brace, check to see if there is already a 1/4 in. hole in the base for the ground. Some models have a hole predrilled in the base for the ground terminal.

Access to the hot and cold outlets is gained by opening the control panel on the right-hand side of the furnace. The upper outlets are the hot (supply) outlets and the lower outlets are the cold (return) outlets. This allows for the mounting of the circulation pumps on the furnace. If desired, the circulation pumps may also be installed in the building being heated. Figures 7&8 illustrate proper water line and pump installations.

Fig. 7

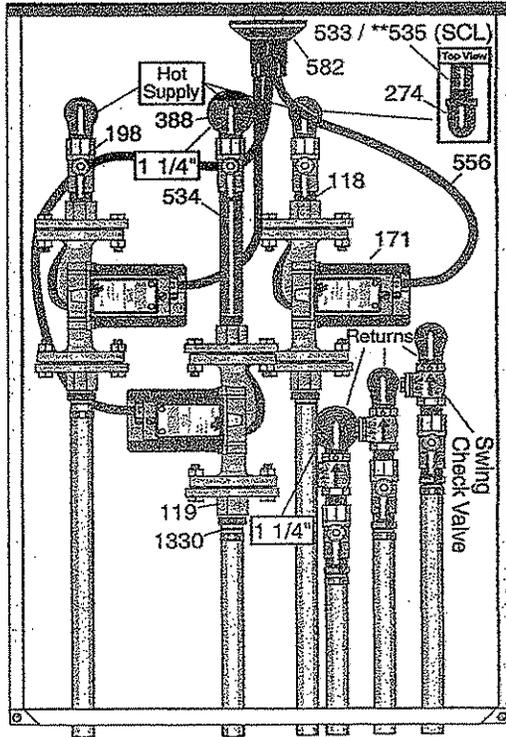
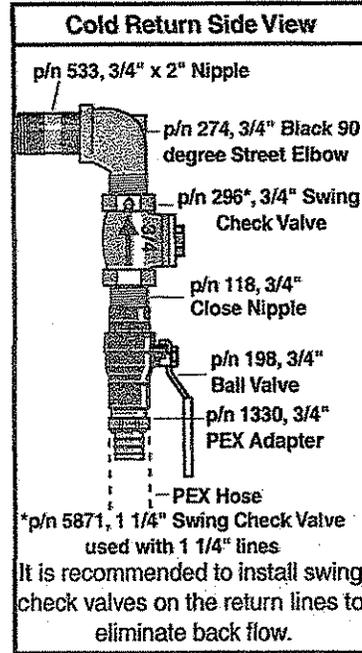
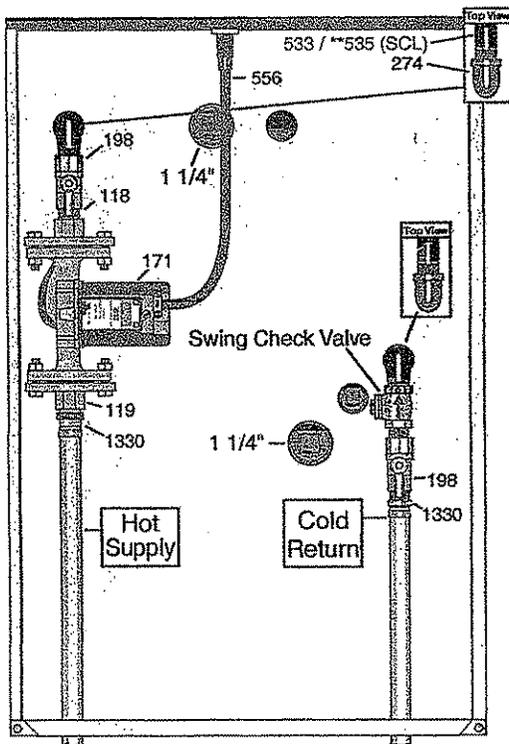


Fig. 8



1 Pump Parts List		
Qty	p/n	Description
2	533	3/4"x 2" Nipple
2	118	3/4" Close Nipple
1	171	007 Pump
1	119	3/4" Flange Kits
2	198	3/4" Ball valve
2	1330	3/4"x 1" MPT to Pex
2	274	3/4"Black 90 Strt Elbow
1	556	3' Pump Cord
1	296	3/4"Swing Check Valve

3 Pump Parts List		
Qty	p/n	Description
6	533	3/4"x 2" Nipple
5	118	3/4" Close Nipple
3	171	007 Pump
3	119	3/4" Flange Kits
1	534	3/4"x 7" Nipple
6	198	3/4" Ball valve
6	1330	3/4"x 1" MPT to Pex
6	274	3/4"Black 90 Strt Elbow
3	556	3' Pump Cord
1	582	6 Outlet Converter
2	388	1 1/4 x 3/4" Bushing
3	296	3/4"Swing Check Valve

Brass nipples (p/n 535) must be used on SCL-Furnaces.

Section

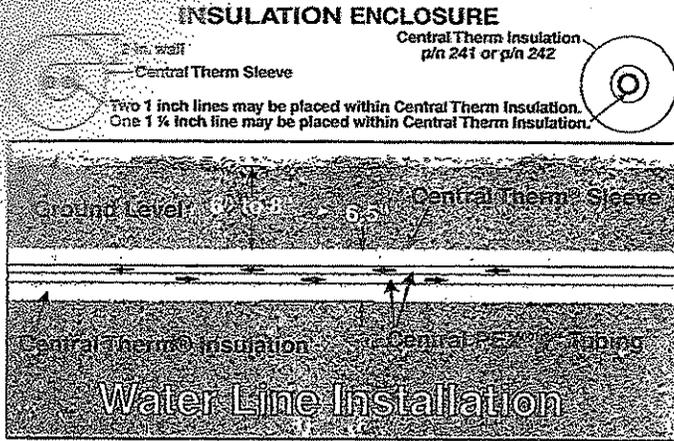
WATER SUPPLY LINES AND INSULATION

General Information

The water lines to be used are 1-inch (1 1/4 -inch on large heat loads) Central Pex crosslink polyethylene lines (rated for 100 PSI at 180° F). Central Therm foam pipe insulation (p/n 241 or 242) should be used to insulate the lines (see Fig. 9) and they should be covered with Central Therm Sleeve. If desired, blue board styrofoam 2 or 3 inches thick may also be used to construct an insulated enclosure around the lines. The water lines should be buried in a trench approximately 12 inches deep. The water lines should not be buried in low lying areas with standing water. Historically, lines buried deep (3 to 4 feet) have been known to have a greater number of problems especially when ground water contacts the water lines causing an excessive heat loss and greatly increasing the amount of wood consumption. An exception to the previously stated depth of the lines is necessary if the lines run across an area of heavy vehicle traffic. In above ground applications where the lines will not be buried in a trench, the lines and insulation should be covered as exposure to ultraviolet rays will cause deterioration of the water lines and insulation.

Installation of the water lines and insulation into a continuous length of Central Therm Sleeve will greatly reduce heat loss caused by ground water contact. Also, use of Central Therm Sleeve for temporary above ground applications (4-6 months) will reduce the effects of ultraviolet rays on the water lines and insulation.

Fig. 9

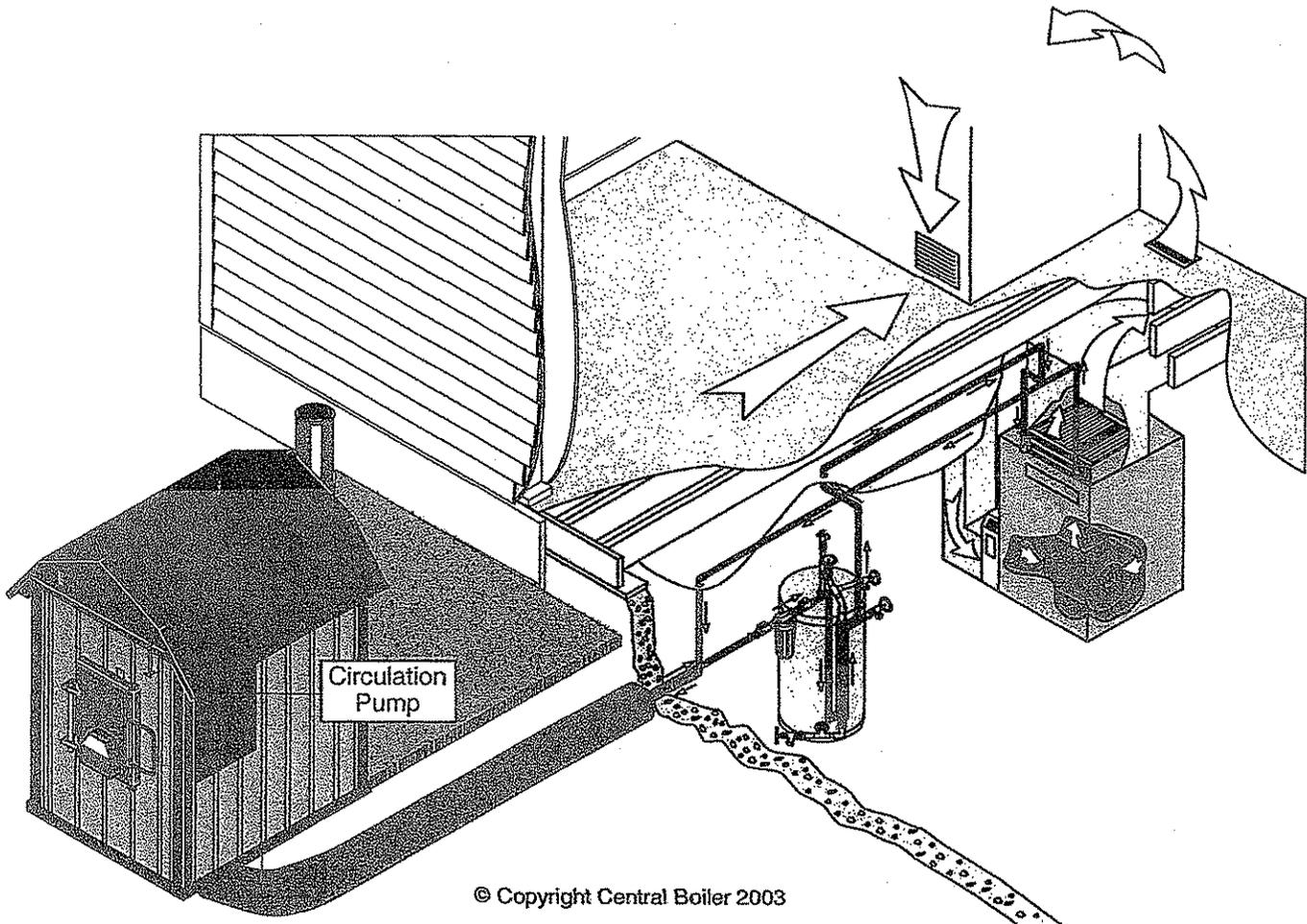


Do not use a drain tile pipe, bubble wrap, or PVC pipe for water lines unless these pipes can be installed in a manner that allows the drainage of any water that could possibly enter. If the water supply and return lines are not insulated properly, there can be excessive heat loss. This heat loss can greatly increase the wood consumption.

For a single building water to air heat exchanger system, the direction of water flow is to be as follows: from hot outlet on the outdoor furnace to the bottom of the domestic water heater exchanger, to the lower fitting of the heat exchanger on the existing furnace, and returned to the cold return of the outdoor furnace.

NOTE: The direction of water flow is very important for the proper operation of the furnace.

Fig. 10



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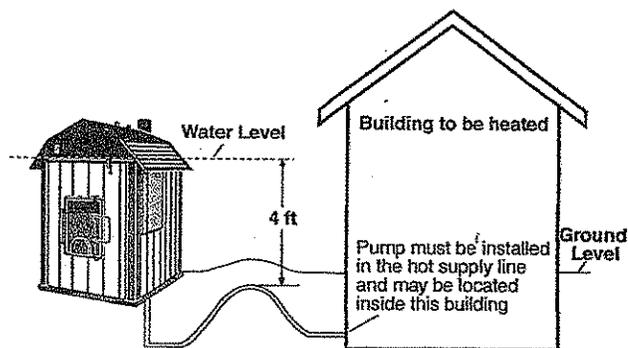
The circulation pump(s) **must be installed in the hot supply line(s)** with the arrow on each pump pointed away from the furnace. In order to avoid circulation problems, do not install the pump(s) in the return line(s).

If not mounted on the furnace, the circulation pump(s) need to be mounted 4 to 5 feet lower than the top water level in the furnace (see Fig. 11 & 12). It is recommended to mount the pump(s) at the furnace especially if the building being heated is higher than the furnace or if there is a large rise in the water lines between the furnace and the building (see Fig. 13 & 14). Hot water boils at a lower temperature when pulled uphill (because it is at a lower pressure); therefore, hot water must be **pushed uphill** to ensure proper circulation. Shut-off valves should be installed on both sides of each pump so if it becomes necessary to repair or replace the pump, the water can be shut off on both sides of the pump. A screen or filter with a sediment chamber may be installed in the line to remove foreign particles which might be present in the water. The following guidelines must be adhered to when installing the circulation pump(s).

- A. The pump motor must be installed in a horizontal position.
- B. The junction box must be located above the pump motor.
- C. Do not run the circulation pump until the system has been tested for leaks and filled with water.

NOTE: Be sure to follow the pump installation instructions that are supplied with the pump if they differ from the information contained in this manual.

Fig. 11



When the pump is located inside the building to be heated, a minimum of 4 feet between the water level in the outdoor furnace and the highest point of the water line between the furnace and the building must be maintained.

NOTE: The circulation pump(s) must be installed in the hot supply line(s).

Fig. 12

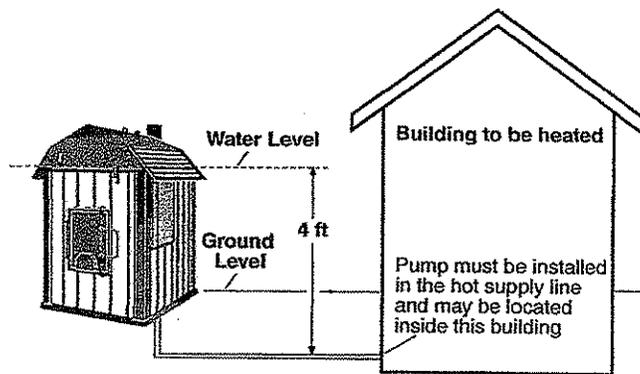


Fig. 13

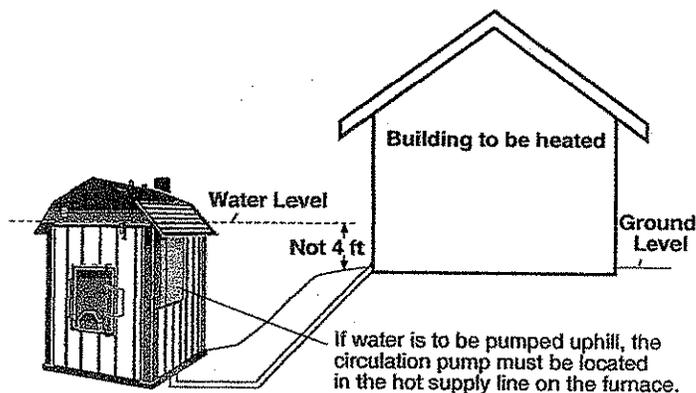
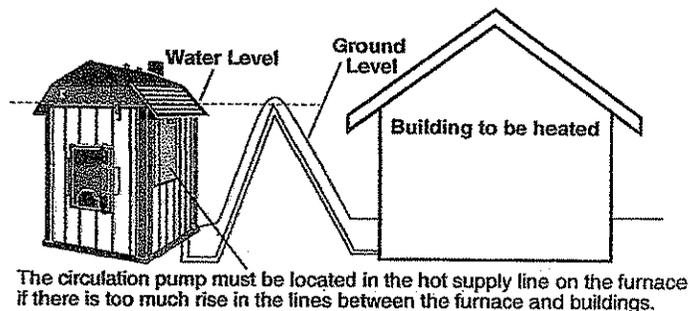
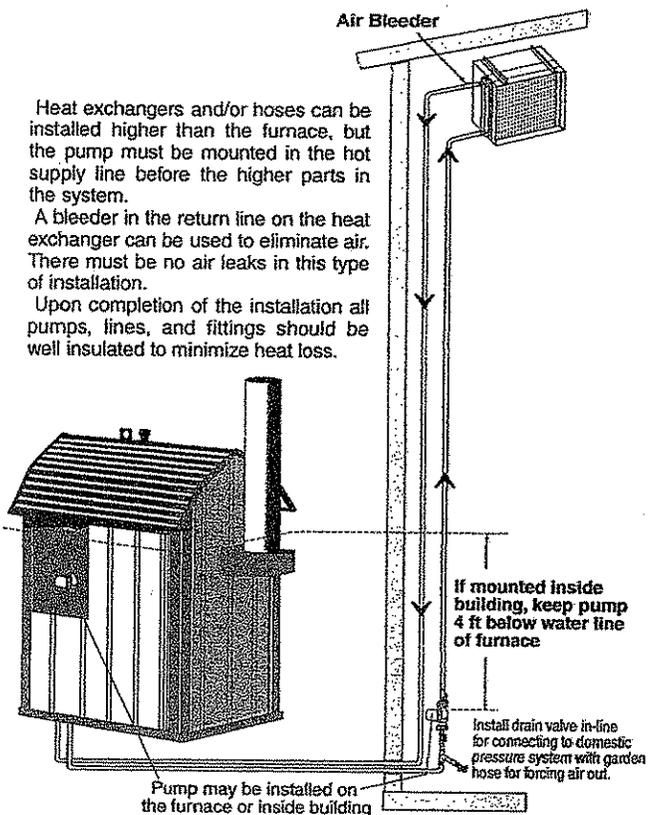


Fig. 14



Manual air bleeders may be installed in the high points of the water lines where air may get trapped and cause circulation problems. Water can be pumped to levels higher than the furnace as long as the pump is pushing the water to the higher level and providing there are **no air leaks** in the system (see Fig. 15).

Fig. 15



Installing

Prior to installing the water lines in the insulation, mark both ends of the hot line so that the hot water line can be identified for correct installation. The hot fitting on the furnace takes the water from near the top of the water jacket and the return is lower on the water jacket. It is very important to keep the water lines properly identified.

When installing the water lines, an installation allowance for expansion and contraction of the lines must be made. If the water lines are mounted solid inside the building, the fittings may be pulled apart causing an immediate water loss from the furnace. Central Pex water lines can have an expansion rate up to 0.95 in./100ft/10°F.

A 14-2 underground rated wire (2 wires plus ground) may be buried in the same trench to supply the furnace with electricity. A larger wire diameter may be needed if the run is over 200 feet. When installing the electrical supply for the furnace, it is recommended that the incoming fuse or circuit breaker not exceed 15 amps.

NOTE: If unavoidable that the trench is to be run through an area of ponding water, the installer must make certain that water will not enter the installation enclosure. One option is to encase the water lines, insulation, and sleeve in corrugated flexible tubing and digging the trench with a slight slope to one direction or the other (preferably away from the building) to allow drainage of any water that may enter the tube.

1. Dig a trench 12 inches deep between the furnace and building(s) to be heated; then make an entrance for the lines into the building(s).

WARNING

Before trenching, be sure to call for locator service.

2. Mark both ends of the hot water line; then install both water lines in the Central Therm foam pipe insulation using the following procedure:

A. Using a large mitre box and a fine tooth saw, trim both ends of each insulation section.

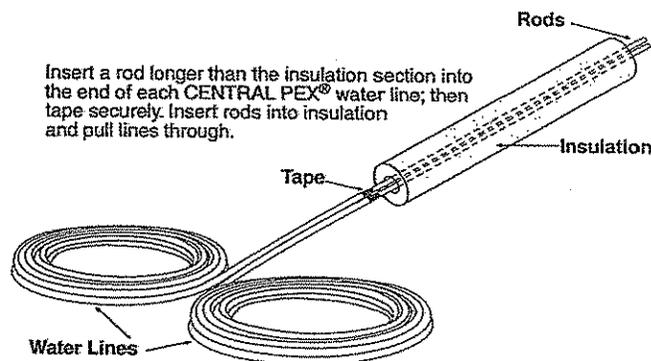
NOTE: The insulation sections must be trimmed square so they can be glued together during the installation process.

B. To make inserting the water lines easier in the insulation, insert a rod into the end of each water line; then securely tape the rods to the water lines.

NOTE: The rods should be long enough to be inserted into the insulation section and grabbed from the other end.

C. For each insulation section, slide the rods into the insulation section; then pull the water line through the insulation. Continue until the water lines have been threaded into all insulation sections.

Fig. 16



D. Using contact cement, glue the ends of the insulation sections together; then using duct tape, tape the perimeter of each seam.

E. Measure the length of Central Therm Sleeve necessary to run the entire length of the installation, add two additional feet (minimum), and cut. Slide the sleeve over the insulation; then wrap each end and secure with duct tape. Waterproof each end with silicone or other waterproofing agent.

F. Lay the supply lines into the trench and feed one end into the building. Apply sealant around the lines where they enter the building. Do not backfill the trench until the water lines have been tested to ensure there are no leaks.

NOTE: All holes made in basement or building walls are to be completely sealed to prevent water from entering the building.

G. Connect the water lines to the furnace and building allowing for expansion and contraction of the lines at each end.

Wiring The Circulation Pumps

Upon completion of the water lines and circulation pump(s) installation, the circulation pump(s) must be properly wired using the following procedure. Perform the procedure on each pump and power cord assembly. Power cords must be UL listed and rated for 105° C.

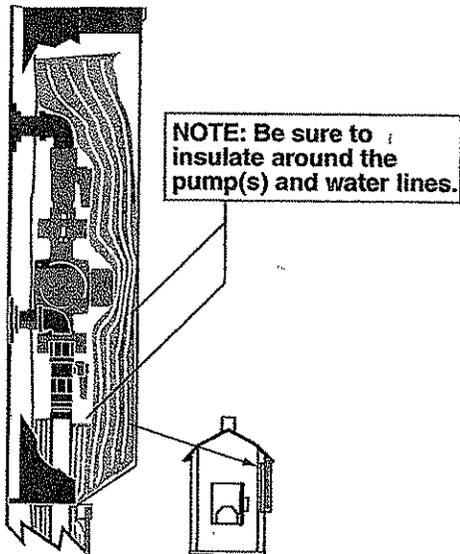
WARNING

Do not attempt service inside the electrical control panel without first disconnecting the electrical power at the main power source.

NOTE: Any electrical installation should be done by a certified electrician in accordance with all applicable codes.

1. Remove the screw securing the capacitor box cover; then remove the cover.
2. Slide the metal strain relief onto the end of the cord assembly; then insert the end of the cord assembly into the capacitor box. Secure the strain relief to the box and cord assembly. Tighten securely.
3. Slide the green wire beneath the green screw; tighten securely. Join the white wires and secure with a wire nut. Join the yellow and black wires and secure with a wire nut.
4. Carefully position all wires within the capacitor box and install the cover. Secure with the screw.
5. Plug the cord into the receptacle. Route or tie the cord so it does not contact any hot areas of the furnace or water lines.
6. Insulate the areas around the water lines and pump(s); then install and secure the cover.

Fig. 17



NOTE: If installing three pumps, use a UL approved splitter on the receptacle outlet.

CAUTION

Maximum load of the outlet is 10A, 120VAC, and 60Hz.

WATER HEATER INSTALLATION

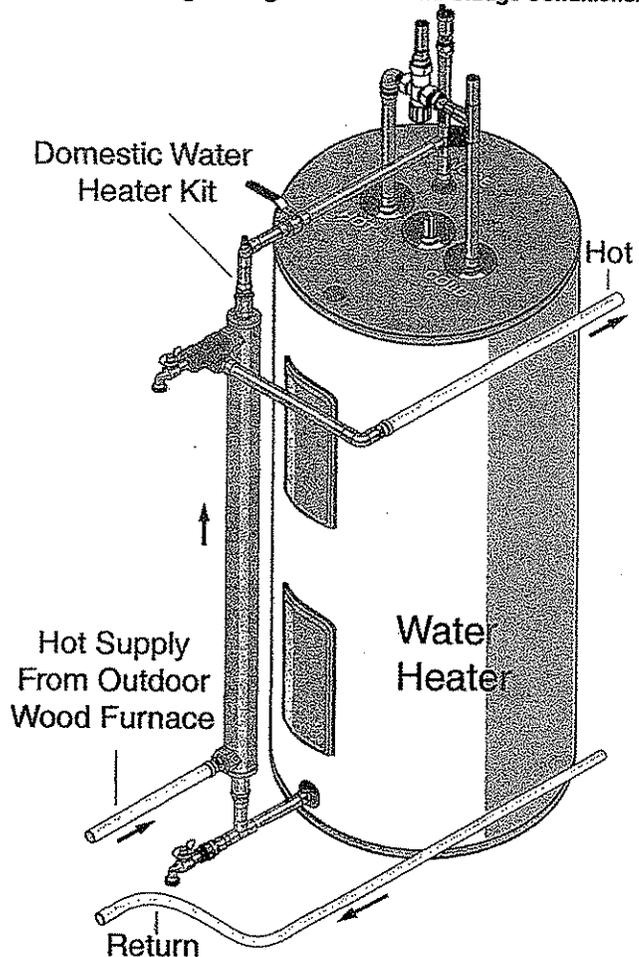
Installing a domestic hot water heat exchanger in the building that is being heated is an inexpensive way to capture additional savings from installing the outdoor wood furnace. The hot water line from the furnace should be plumbed first to the water heater heat exchanger and then to the balance of the heating system.

When necessary in certain applications, a 3-way zone valve should be installed so that during the non-heating season, the water heater may be operated without operating the entire heating system. A tempering valve (or anti-scald valve) is to be installed in the hot water outlet from the water heater. Install a tee in a fitting on the top of the water heater (see Fig. 18) for the hot water heat exchanger.

NOTE: If the water heater has been in service and contains an anode rod, flush the water heater prior to installing the hot water heat exchanger as existing anode rod residue may tend to plug the heat exchanger.

Fig. 18

NOTE: When heating water with a high mineral content, it may be necessary to periodically remove and clean the heat exchanger using non-diluted Anti-Sludge Conditioner.



WARNING

DO NOT disable or remove any safety reliefs or controls. Turn off the power to the water heater before starting the installation process.

Rudman & Winchell

COUNSELORS AT LAW

ABRAHAM M. RUDMAN (1886-1870)
ALBERT H. WINCHELL, JR. (1824-1892)

Christopher J. Austin
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September 23, 2008

Michael P. Friedman
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John W. McCarthy
Frank T. McGuire
Bruce C. Mallonee
Paul H. Sighinolfi
William H. Hanson
George F. Eaton, II
Edith A. Richardson
Michael M. McAleer
Edmond J. Bearar
Curtis E. Kimball
Brent A. Singer
Leigh McCarthy
Anne-Marie L. Storey
Anthony D. Pellegrini
Christopher J. Austin
Hans S. Peterson
Debra A. Reece
Timothy A. Pease
Robert W. Laffin, Jr.
John K. Hamer
Charles F. Budd, Jr.
Wendy A. Brown
F. David Walker, IV
April A. Bentley
Joseph D. McCarthy

Town of Hampden
Attn: Mr. Benjamin Johnson
Code Enforcement Officer
106 Western Avenue
Hampden, Maine 04444

Re: Outdoor Wood Boiler

Dear Mr. Johnson:

We represent Michael Levesque who has requested a permit from the Town of Hampden for the installation and use of an outdoor wood boiler at his home in Hampden. It is our understanding that the ordinance for the Town of Hampden requires a 250 foot setback for any outdoor wood boiler from any property line. As demonstrated by the permit Mr. Levesque has submitted to the Town of Hampden, the location of his wood boiler would be outside the 250 foot setback requirement for all abutting properties except two abutting properties owned by Chokebore, LLC. Chokebore, LLC is a Maine limited liability company in which Michael Levesque is an undivided one-half owner. In effect, Mr. Levesque is the owner of not only the property upon which the wood boiler would sit, but also the abutting properties. Further, one of the abutting properties owned by Chokebore, LLC (a two acre parcel) is currently a rental property and the occupying tenants have executed an Acknowledgement and Agreement associated with Mr. Levesque's application for an outdoor wood boiler (see enclosure). The other abutting property owned by Chokebore, LLC is an undeveloped one hundred acre parcel.

Based upon Mr. Levesque's ownership in both his home and the abutting properties (Chokebore, LLC) and in conjunction with the enclosed agreement, we would ask the Town of Hampden please approve Mr. Levesque's request for a permit to install an outdoor wood boiler at his home in Hampden.

If you have any questions, please feel free to contact me.

Sincerely,

Of Counsel

Gerald E. Rudman
Paul L. Rudman
Phillip D. Buckley
Winfred A. Stevens
Robert S. Lingley
Nathan Dane III

Christopher J. Austin, Esq.
E-Mail: caustin@rudman-winchell.com
CJA/jlc

ACKNOWLEDGEMENT and AGREEMENT

WHEREAS, Adrienne & William Van Dorn leases the property in Hampden, Penobscot County, Maine from Chokebore, LLC;

WHEREAS, Michael Levesque is an owner of Chokebore, LLC and is the owner of an abutting piece of property;

WHEREAS, Mr. Levesque seeks to install an outdoor wood boiler on his property; and

WHEREAS, the undersigned has no objection to the placement of an outdoor wood boiler on the abutting property of Mr. Levesque.

THEREFORE, the undersigned hereby acknowledges and agrees that Mr. Levesque will place an outdoor wood boiler on his property, to be located less than 250 feet from the property line associated with our rental from Chokebore, LLC. The undersigned tenant further hereby acknowledges and agrees that the undersigned has no objection to the placement of the outdoor wood boiler.

IN WITNESS WHEREOF, this document is executed this 23rd day of September, 2008.

WITNESS:



Tenant

LEASE AGREEMENT

This Lease contains the terms of an agreement made this 31 day of July 2008, 20, with Choke Bore LLC / Michael C. Levesque of PO Box 747 Hampden ME 04444 Penobscot County, Maine (hereinafter referred to as Lessor), for the leasing of an apartment to the Lessee(s) designated as follows:

1. LESSEE(S):

- (a) Name(s): Adrienne & William Van Dorn
- (b) Present Address: 1042 Western Ave Hampden ME
- (c) Telephone Number(s): 862-3679 Cell 852-9536
- (d) Other persons who will be living with Lessee(s), whose occupancy has been approved by Lessor:

Name: Victor
Relationship: Son

Name:
Relationship:

TWT

Lessee(s) are selected on the basis of information submitted on the Application Form and without regard to race, color, creed or national origin. Lessee(s) and the authorized occupants named above must use the apartment as a private residence and for no other purpose. Only Lessee(s), and the other occupants named in this Lease, may live in this apartment, unless Lessor's written consent to the occupancy by any other person is obtained.

2. DESCRIPTION OF PREMISES: Lessor hereby leases to Lessee(s) located at 1042 Western Ave Hampden ME 04444. No animals, birds, or pets of any kind (including fish) are permitted in the leased premises. Lessee(s) shall have the right to park their private automobiles only, in the parking area on the premises only after normal business hours. It is the Lessee(s) responsibility to supervise all Lessee(s) guests while they are visiting on the premises. The Lessee(s) also agree not to interfere with the rights of other Lessee(s) to use the parking area. Visitors shall use other parking alternatives - not spaces reserved or used by other occupants.

3. TERMS, TERMINATION, RENEWAL OF LEASE: Lessor does hereby agree to allow Lessee (s) to take occupancy of said apartment on Auto Renewal of lease. The term of this Lease shall commence on this date and shall remain in force until July 31st 2008, at which time said Lease shall be automatically terminated. This Lease Agreement during said time period, cannot be assigned to another party, nor can the apartment be sublet during the Lease period. All lease renewals, or extensions of this Lease, must be made in writing. Any lease renewals, or extensions of this Lease, must be made in writing. Any extension of lease renewal shall be on the same conditions as this Lease and shall be at Lessor's option, and unless otherwise specified in writing, subject to any adjustment in charges deemed appropriate by Lessor.

4. AMOUNT AND SCHEDULE OF LEASE PAYMENTS: Lessee(s) agree to pay Lessor a monthly lease rate of \$ 850.00 per month, payable in advance on or before the first day of each month for the full term of the Lease. Lease payments shall be mailed to the Lessor at the address first set forth in this Agreement, or may be delivered to the Lessor in person. Failure to pay said Lease payment on or before the above mentioned day of each month will constitute a violation of the terms of this Lease Agreement. Lessee(s) agree to pay a late charge of \$15.00 for each and every month that the lease is not paid within 5

days of the due date. These monthly lease payments to include the following:

weekly trash removal, snow removal, yard care, access and use of common laundry areas. Any common utilities included in the above Lease payments are based on predetermined calculations allowing for normal usage. Lessee(s) do agree to use all facilities in a normal manner (i.e. thermostats in all rooms at 60-65 degrees when not in use) and in conjunction with the same rights and privileges of the other Lessee(s).

5. **SECURITY DEPOSIT:** Lessee(s) have deposited with Lessor the sum \$ _____ as security for performance of Lessee(s) obligations under this Lease. Lessor will not retain the security deposit, or any portion of it, for the purposes of paying for normal wear and tear, incident to the use of the apartment as a residential unit. "Normal wear and tear" does not include damage, breakage, or other loss of value to the apartment or personal property, which is caused by the negligence, carelessness, accidental or abusive use of the apartment and furnishings by Lessee(s), or members of Lessee(s)' household, or their guests.

The return of the above Security Deposit, or any portion thereof, is subject to the following provisions:

1. All terms and conditions of present Lease Agreement have been met.
2. Full term of this Lease Agreement has expired.
3. Thirty (30) days notice given prior to vacating apartment.
4. No damage to apartment, including walls, woodwork, doors, windows carpeting and other flooring, furniture (if provided) and appliances, over and above normal wear and tear.
5. Entire apartment is left clean and rentable, including range, exhaust fans, refrigerator, cabinets, bath fixtures, and closets. All burned out light bulbs are to be replaced.
6. No delinquent rents or unpaid late charges.
7. All debris and rubbish is placed in plastic bags and deposited in proper waste areas.
8. All keys that were originally issued are returned.
9. Forwarding addresses is left with management.

The cost of labor and materials for cleaning and repairs will be deducted from Security Deposit if the above provisions are not complied with. The Security Deposit will be refunded by check, mailed to the forwarding address, made payable to all persons signing the Lease. Lessor agrees that, subject to the conditions listed above, this Security Deposit will be returned in full.

6. **LOCKS AND KEYS:** Lessee(s) acknowledge receipt of the following keys:

Lessor has provided a lock for Lessee(s) exterior doors. So as not to restrict Lessor's ability to provide Lessee(s) with maintenance and emergency services, Lessee(s) agree that no additional locks shall be placed upon any doors of the premises, nor shall locks be changed without Lessor's prior written permission. Lessee(s) agree to keep locked any exterior entrance doors to common areas at all times when unattended. Upon termination of this Lease, Lessee(s) shall return all keys to the premises to the Lessor.

7. **RUBBISH AND DEBRIS:** A waste area will be designated in the apartment unit or in a waste disposal building immediately adjacent to the building. All waste is to be placed in plastic trash bags and deposited in this area, to be removed by _____. Under no circumstances shall waste be deposited or stored in any location other than that designated location. On the designated day for trash removal, Lessee(s) will have their trash in the designated location for pick-up.

8. **INSURANCE:** Lessee(s) shall maintain liability insurance and renters' insurance for Lessee(s) personal property. The Lessor has insured premises against loss by fire, theft, and perils of extended coverage, including the contents of the buildings and apartments, belonging to the Lessor only. Since the Lessor assumes no liability whatsoever for the loss of the Lessee(s) personal property against all perils, the Lessee(s) will assume all responsibility in carrying their own insurance on all loss of any such personal property, regardless of cause.

9. **DESCRIPTION OF PERSONAL PROPERTY:** Lessee(s) will be held responsible for maintaining existing condition of all personal property while occupying said apartment, excepting normal wear and tear, and do also agree to pay for all damages while occupying the apartment. No tacks, nails, screws, or other attachments will be driven into the walls or woodwork without Lessor's approval, nor shall Lessee(s) alter the apartment whatsoever.

10. **DAMAGES TO PREMISES/REPAIRS:** Lessee(s) acknowledge that the apartment is in good order and repair, except as may otherwise be noted in writing on this Lease, and Lessee(s) will sign, if requested, an inventory/condition report on any existing damages or deficiencies that are noted. Should a problem occur that requires the immediate attention of the Lessor, Lessee(s) will notify the Lessor immediately to repair the problem, or notify within a reasonable period of time to prevent further damage. Lessee(s) are responsible for damage due to negligence or improper use of facilities and fixtures. Toilets or drains blocked due to sanitary napkins or improper articles having been deposited in them, shall be repaired at the cost of Lessee(s) and damage due to overflowing water will be charged to Lessee(s). Lessor has the right to enter the apartment whenever necessary to make needed repairs, or in obvious cases of emergency, and will give Lessee(s) prior notice whenever possible.

11. **LIGHT BULBS:** Lessor will supply the apartment with light bulbs at the time the Lessee(s) occupy the apartment. Lessee(s) agree to furnish replacements thereafter, with all light bulbs to all fixtures in good working order, and remaining with apartment when Lessee(s) vacate the premises.

12. **DISTURBING NOISES/UNREASONABLE CONDUCT:** Lessee(s) shall not make, or permit to be made, any noises which are disturbing to other occupants, neither shall Lessee(s) commit or permit any act which will unreasonably interfere with the rights, comfort, or convenience of other Lessee(s). Lessee(s) shall keep the volume of any gathering, radio, television (no outdoor antennas allowed), or musical instruments in the apartment, sufficiently reduced at all times so as not to disturb other neighbors or occupants of the building. Alcoholic beverages are not to be consumed or used so as to be declared a nuisance within or around the premises. Drug habituates are not allowed, nor can the apartment be used for immoral or illegal purposes. If Lessor at any time determines Lessee(s) conduct or the conduct of their family, visitors, or other occupants of the apartment to be disruptive, and after due notification, the Lessor has the right to terminate this Lease by giving Lessee(s) personally, or by certified mail, a seven (7) day written notice to vacate the apartment.

13. **FIRE HAZARD:** Lessee(s) shall not cause or permit the occurrence of any hazardous act on or near the premises which might cause fire, or that will increase the rate of insurance on the premises. If the premises become uninhabitable by reason of fire not caused by Lessee(s) negligence, Lessee(s) family or visitors, the rental herein shall be suspended until the same has been restored to a habitable condition. Lessor is not obligated to rebuild the premises in the event of total destruction.

14. **APPLIANCES AND OTHER EQUIPMENT:** Appliances such as air-conditioners, portable or otherwise, washers and dryers (except in apartments provided with laundry hook-ups) are not allowed in apartments. Equipment pertaining to Lessee(s) employment must be kept to a minimum. Excess boxes, or clutter that constitutes a hazard or could be considered unsightly, are not allowed in or around apartments. No equipment, such as charcoal grills, bicycles, toy, recreational equipment, etc. shall be stored out-of-doors, and if used, shall be stored after use. Neither shall the use or storage of said equipment create a hazard or be unsightly.

15. **ATTORNEYS' FEE:** In the event Lessor employs an attorney because of Lessee(s) violation of any term of this Lease, Lessee(s) agree to pay reasonable attorneys' fees and applicable court costs in the enforcement of these terms.

16. **VACATING:** Lessee(s) shall maintain leased premises in a clean and presentable condition, and at the end of the lease term or upon vacancy for any reason, shall surrender premises in a clean and rentable condition. Additional cleaning of the apartment, appliances, or fixtures will be performed at the Lessee(s) expense. If Lessee(s) leave the premises unoccupied while rent is due and unpaid, Lessor may, if desired, take immediate possession thereof and exclude Lessee(s) there from, removing and storing all property

belonging to the Lessee(s) contained therein, at the risk and expense of the Lessee(s).

17. **INDEMNIFICATION:** Lessor shall not be liable for any damages or injury to Lessee(s), Lessee(s)' Family, visitors, or any other person or property, occurring in or near the premises and Lessee(s) agree to hold Lessor harmless from any claims for damages which are not caused by Lessor's own negligence.

18. **AGREEMENT:** The Lease document constitutes the entire agreement between the Lessor and Lessee (s) and may be modified only in writing signed by both parties.

Therefore, both Lessor and Lessee(s) have read and do fully understand the terms set forth in the aforementioned Lease Agreement, and do hereby acknowledge the same by signing this Lease Agreement in duplicate this day and year first written above. Lessor and Lessee(s) do hereby acknowledge receipt of an exact copy of this Lease Agreement this date.

LESSOR:

Michael Lewesane

ChokeBore LLC

Michael P. Lewesane

EMERGENCY CONTACTS:

Ham 862-4646
wt 278-3333
Cell 944-3088

Contact At Home or After Hours For Emergency Only

LESSEE (S):

[Signature]

LESSEE(S) MAILING ADDRESS

1042 Western Ave
Hampton ME 04444

Hampden Water District



Tel: (207) 862-3490
Fax: (207) 862-3595
www.hampdenwaterdistrict.org

P.O. Box 218
Hampden, ME 04444-0218

C-4-c

September 22, 2008

Town Council
Town of Hampden
206 Western Ave.
Hampden, Maine 04444

Dear Sue Lessard, Town Manager:

Please be advised that do to the resignation of Ken Libbey, effective September 18, 2008, The Hampden Water District has a vacancy on its Board of Trustees (see attached resignation). As per our Charter, Sec.8 paragraph 5, the Town Council must appoint a person to fill the unexpired term of the vacated position. The vacant term expires on December 31, 2010.

We look forward to working with the Town Council to fill this position

Sincerely,

A handwritten signature in black ink, appearing to read 'Cameron Torrey', written over a large, sweeping flourish.

Cameron Torrey,
General Manager

September 17, 2008

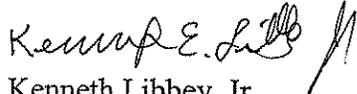
Cam Torrey
Hampden Water District

Dear Cam:

I am writing to inform you of my decision to resign from the Water District Board. I have enjoyed my time on the board and I think we have addressed many important issues. As my health has declined, I find it harder to make the meetings and put the time in that is needed.

Keep up the good work.

Sincerely,


Kenneth Libbey, Jr.

C-4-d

**MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS**

_____ is hereby designated as the official Voting Delegate and
(name)
_____ as the alternate voting delegate for _____
(name) (municipality)
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,
Thursday, October 9, 2008, 11:30 a.m., at the Augusta Civic Center, Augusta, Maine.

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

Date: _____ Municipality: _____

Signed by a Municipal Official designed by a majority of Municipal Officers:

Name: _____ Position: _____

Or Signed by a Majority of Municipal Officers:

Signed by a Majority of Municipal Officers:

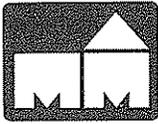
Please return this form no later than **Friday, October 3, 2008** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

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

**Maine Municipal Association
Annual Business Meeting
Thursday, October 9, 2008
11:30 a.m. – 12:00 p.m.
Augusta Civic Center – North Wing – 1st Level**

AGENDA

- 1. Introductions and Welcoming Remarks – MMA President Anne Swift-Kayatta,
(Councilor, Town of Cape Elizabeth)**
- 2. Approval of 2007 Annual Business Meeting Minutes**
- 3. Announcement of Election Results for MMA Executive Committee and
Introduction of New Executive Committee Members**
- 4. Recognition of Outgoing Executive Committee Members**
- 5. State of the Association Report - Christopher Lockwood, MMA Executive Director**
- 6. Other Business (*comments from the floor*)**
- 7. Adjournment**



Maine Municipal Association

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

MEMORANDUM

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

FROM: Christopher G. Lockwood, Executive Director

DATE: September 15, 2008

SUBJECT: Voting Credentials for MMA Annual Business Meeting

Enclosed please find the *Voting Delegates Credential Form* on which the municipal officers are to designate their municipality's voting representative and alternate for the MMA Annual Business Meeting, which is being held on Thursday, October 9, 2008, at 11:30 a.m. at the Augusta Civic Center. The MMA Bylaws entitle each member community to one (1) voting representative. An agenda for the MMA Annual Business Meeting is attached for your reference.

Please return this form no later than Friday, October 3, 2008 or bring it with you to the MMA Annual Business Meeting. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428. Thank you.

C-4-e

Penobscot County Memo

Date: September 30, 2008

To: Municipal Officials

Cc: File

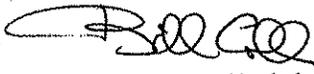
From: Bill Collins, Penobscot County Administrator

RE: 2008 Caucus

Enclosed is the notice for the Penobscot County District Caucus which will be held on Wednesday, October 8, 2008 at 6:30 pm. If you would like to have a selectman or councilor elected to serve on this year's budget committee please encourage them to attend the caucus.

Two members are elected from each District while two members are appointed from each District to serve on the Budget Committee. If you would like your municipality to have the opportunity to be represented in this and next year's budget please have one of your elected officials attend.

The Penobscot County Budget Committee is currently scheduled to convene on Wednesday, November 5 at 6:00 pm. Thank you for your consideration of serving Penobscot County.



Bill Collins, Administrator on behalf of the Penobscot County Commissioners

WJC/Commissioners File

NOTICE TO MUNICIPAL OFFICIALS

COUNTY OF PENOBSCOT BUDGET ADVISORY COMMITTEE COUNTY COMMISSIONER DISTRICT CAUCUSES

The County Commissioners hereby notify all municipal officials that the caucuses by County Commissioner Districts I, II and III have been scheduled as follows:

DATE: **Wednesday, October 8, 2008**
TIME: **6:30 p.m.**
PLACE: **Penobscot County Courthouse
97 Hammond Street, Bangor**

County Commissioner District I

Bangor, Brewer, Clifton, Eddington, Holden & Veazie
Moderator: Commissioner Peter Baldacci (**2 members needed**)

County Commissioner District II

Bradford, Carmel, Charleston, Corinna, Corinth, Dexter, Dixmont, Etna, Exeter, Garland, Glenburn, Hampden, Hermon, Hudson, Kenduskeag, Levant, Newburgh, Newport, Orrington, Plymouth and Stetson,.
Moderator: Commissioner Tom Davis (**2 members needed**)

County Commissioner District III

Alton, Argyle, Bradley, Burlington, Carroll Plantation, Chester, Drew Plantation, East Millinocket, Edinburg, Enfield, Greenbush, Howland, LaGrange, Lakeville Plantation, Lee, Lincoln, Lowell, Mattawamkeag, Maxfield, Medway, Milford, Millinocket, Mt. Chase, Old Town, Orono, Passadumkeag, Patten, Plymouth, Prentiss Plantation, Seboeis Plantation, Springfield, Stacyville, Webster Plantation, Winn, Woodville
Moderator: Commissioner Stephen Stanley (**2 members needed**)

The Budget Advisory Committee is comprised of 15 members as follows:

- 6 members - two elected from each commissioner district (selectmen or councilors)
- 6 members - two members appointed by each county commissioner from their district (selectmen or councilors)
- 3 members - one member of the county legislative delegation appointed by the County commissioner from their district

TERM: 2 years

It is very important that you participate in the caucuses so that your municipality will have the opportunity to be represented on the Budget Committee.