



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

TUESDAY

SEPTEMBER 17, 2012

7:00 P.M.

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

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. January 3, 2012
- b. September 4, 2012

3. COMMUNICATIONS

- a. Jeremie DayGlider/Town Clerk – Thank You

4. REPORTS

- a. Finance & Administration Committee Minutes – 9/4/2012
- b. Board of Appeals Meeting Report – 8/29/2012
- c. Pool Board Meeting Minutes – 7/10/2012

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Dennis Paper & Food Services Tax Increment Financing District & Development Program with Credit Enhancement Agreement

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Notice of General and Referendum Election – Absentee Ballot Processing Dates/Times

3. UNFINISHED BUSINESS

- a. Reconsideration of the Sale of the 1955 Jeep – Councilor Brann
- b. Old Hampden Academy Property – Purchase & Sale Agreement

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

- c. Authorization to Proceed with Implementation of Marina Plan
- d. 2010 Draft Comprehensive Plan – Planning Board Response
- e. Town Council – Rules Violation Discussion – Councilor Hornbrook

4. NEW BUSINESS

- a. Voting Delegate for Maine Municipal Association Annual Business Meeting

- D. COMMITTEE REPORTS
- E. MANAGER'S REPORT
- F. COUNCILORS' COMMENTS
- G. ADJOURNMENT



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

A-2-a

TUESDAY

JANUARY 3, 2012

7:00 P.M.

*Attending:*

<i>Councilor Andre Cushing</i>	<i>Councilor Kristen Hornbrook</i>
<i>Councilor Shelby Wright</i>	<i>Councilor Jean Lawlis</i>
<i>Councilor Janet Hughes</i>	<i>Councilor Jeremy Williams</i>
<i>Town Manager Sue Lessard</i>	<i>Economic Development Director Dean Bennett</i>
<i>Town Attorney Thomas Russell</i>	

*The meeting was called to order at 7:00 p.m. by Attorney Tom Russell for the purpose of electing the Mayor and Deputy Mayor for the ensuing year.*

- **Swearing in of District Councilors** – Councilors Janet Hughes, Jeremy Williams, and Jean Lawlis were sworn in to office by Town Attorney Thomas Russell.
- **Election of Mayor, Deputy Mayor** – Councilor Andre Cushing nominated Councilor Janet Hughes as Mayor, seconded by Councilor Jean Lawlis. Nominations were closed. The roll call vote for Mayor was Councilors Wright, Lawlis, Williams, Cushing and Hughes in favor and Councilor Hornbrook opposed. Motion carried 5-1. The Town Attorney swore in the Mayor.

*Mayor Janet Hughes nominated Councilor Andre Cushing as Deputy Mayor, seconded by Councilor Lawlis. Nominations were closed. The roll call vote for Deputy Mayor was Councilors Wright, Williams, Lawlis, Hornbrook, Cushing, and Mayor Hughes in favor – none in opposition. Motion carried 6-0. The Town Attorney swore in the Deputy Mayor*

*Mayor Hughes welcomed everyone to the meeting and said she was honored to serve as the Chair.*

A. CONSENT AGENDA

1. SIGNATURES - None
2. SECRETARY REPORTS – None
3. COMMUNICATIONS
  - a. Bangor Region Chamber of commerce
  - b. Zachary Malloy – New Application for Board of Appeals – Referral to Finance & Administration Committee
4. REPORTS
  - a. Pine Tree Landfill – Complaint Report – November 2011

- b. Finance Committee Minutes – 12-19-2011
- c. Lura Hoit Pool Trustees Minutes 11-8-2011

*Mayor Hughes requested that item A.3.b. be set aside from the consent Agenda. Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the balance of the consent agenda. Unanimous vote in favor.*

*Mayor Hughes reminded Councilors that Item A.3.b. was an invitation to the Bangor Regional Chamber of Commerce annual dinner and that those interested should contact the Town Manager to make reservations. Motion by Councilor Wright, seconded by Councilor Cushing to accept item A.3.b.*

**B. PUBLIC COMMENTS**

*Sally Leete, Main Road South, asked how long that the Mayor position has been appointed. Town Attorney Russell responded that it has been since the Charter was adopted in 1972.*

**C. POLICY AGENDA**

1. PUBLIC HEARINGS - *None*

2. NOMINATIONS – APPOINTMENTS – ELECTIONS - *None*

3. UNFINISHED BUSINESS

- a. *Renewal of Kiwanis Poker Tournament License – Motion by Councilor Cushing, seconded by Councilor Wright to grant a permit to the Kiwanis for their Poker Tournament(s). Unanimous vote in favor.*
- b. *Draft Zoning Ordinance Text Amendment to Interchange District – Referral for Public Hearing – Councilor Hornbrook introduced the draft zoning ordinance text amendment to the Interchange district for public hearing.*
- c. *Town Manager Search Update – Mayor Hughes gave an update on the process. Susan Lessard has agreed to continue working two days a week through the end of January while the Council continues its interview process. Motion by Councilor Lawlis, seconded by Councilor Cushing to accept Susan Lessard’s offer to continue working two days per week through the end of January. Unanimous vote. The next interviews will be tentatively scheduled for January 9<sup>th</sup> but if that is not possible they will be held on January 10<sup>th</sup>.*
- d. *Old Hampden Academy Re-use Update\* - This item was discussed at the end of the meeting following Councilor Comments. Mayor Hughes reported that she had met with SAD representatives to discuss options. Attorney Peter Lowe attended the meeting representing the Town in negotiations. Motion by Councilor Cushing, seconded by Councilor Lawlis to enter executive session pursuant to 1 MRSA 405(6) (c) to*

*include the Town Attorney and the Economic Development Director. Public Comment: Lisa Kelley – 19 Clark Circle – asked why this was being done in executive session. Mayor Hughes responded that the confidential nature of the information being discussed could put the SAD at a disadvantage if these negotiations fell through and they had to work with another entity. Unanimous vote to enter executive session.*

*Motion by Councilor Wright, seconded by Councilor Hornbrook to re-enter regular session at 10:35 p.m. Unanimous vote in favor.*

*After returning to regular session, the Council discussed Committee assignments as follows:*

*Finance & Administration –*

*Councilor Cushing*

*Councilor Lawlis*

*Mayor Hughes - Chair*

*Services Committee*

*Councilor Lawlis – Chair*

*Councilor Wright*

*Councilor Brann*

*Planning & Development*

*Councilor Brann – Chair*

*Councilor Lawlis*

*Councilor Hughes*

*Infrastructure*

*Councilor Wright – Chair*

*Councilor Williams*

*Councilor Hornbrook*

*Communications*

*Councilor Hornbrook – Chair*

*Councilor Cushing*

*Councilor Williams*

- e. *Discussion of Councilor Brann's Comments at December 5, 2011 Meeting re Legal Action – Mayor Hughes asked that this item be moved to the next agenda due to the absence of Councilor Brann. Motion by Councilor Cushing, seconded by Councilor Wright to postpone this discussion until the next council meeting. Vote 5-1 (Hornbrook).*
- f. *Councilor Hornbrook's Request for Copies of Town Council and Town Staff Emails – Mayor Hughes asked Councilor Hornbrook to explain what she is looking for in these emails and to be more definitive. The request is for all emails between councilors from 12/1 – 12/15/2011. The IT person will download these emails and provide them to Councilor Hornbrook. Councilor Wright asked for a report on the outcome of this request.*

#### 4. NEW BUSINESS

- a. Public Safety Recliner Purchase – Authorize Use of Fire Building Reserve Funds – *Motion by Councilor Cushing, seconded by Councilor Wright to approve the recliner purchase. Unanimous vote in favor.*
  - b. Discussion of Committee Preferences – *Information was given regarding changes in the Council Committee structure in 2009. The current Council Rules are inconsistent with the Committee structure defined in 2009. Councilor Hornbrook objects to the Mayor's suggestion to combine the Communications Committee with the Services Committee. Additional discussion on this subject occurred after the executive session regarding the Old Hampden Academy and can be found under C.3.d.*
- D. COMMITTEE REPORTS – *Communications - a meeting is scheduled for 1/10 but Councilor Hornbrook is unable to attend. Councilor Lawlis reported that the Services Committee had not met but a group did come in to talk about a community garden project. On January 4<sup>th</sup> at 6 p.m. there is an organizing meeting for it at the Edythe Dyer Library. Mayor Hughes reported that Planning & Development's last meeting was cancelled and that the next meeting is January 4<sup>th</sup> at 6 p.m.*
- E. MANAGER'S REPORT – *The Manager's Report is attached hereto and made a part of these minutes.*
- F. COUNCILORS' COMMENTS – *Councilor Wright welcomed Councilor Williams to the Council, Councilor Hornbrook welcomed Councilor Williams, wished everyone a Happy and blessed New Year, appreciates feedback and comments and email from residents. Councilor Cushing welcomed Councilor Williams and thinks he will be a great addition to the Council. He reported that Economic Development Director Dean Bennett had given a presentation to the Hampden Business Association and thanked the Town Manager for her flexibility in continuing to assist the Town. Councilor Lawlis wished Councilor Brann a speedy recovery, thanked the Town Manager for staying on to help out, is concerned about the budget process, welcomed Councilor Williams and hoped that 2012 is a good year for Hampden. Mayor Hughes welcomed Councilor Williams. Councilor Williams thanked everyone in District 4 for propelling him to the post, thanked the Council and staff for their welcome, and is very confident that the comprehensive plan that has been amended better reflects what citizens want.*

*ITEM C.3.d discussed. See above.*

#### G. ADJOURNMENT

*The meeting was adjourned without objection at 10:45 p.m.*

*Respectfully submitted,*

*Denise Hodsdon  
Town Clerk*

MANAGER'S REPORT  
January 3, 2012

Route 1A Project –

The Route 1A reconstruction project from Stern's Lumber to Hillside drive will be starting in the Spring. Construction bids will be put out by the State this winter. The State will be utilizing approximately 1100 square feet of land owned by the Town during construction located adjacent to Route 1A in front of the cemetery. There will be one entrance to the cemetery open at all times during construction. The Town is receiving \$300 for the right to use that land for a temporary construction easement.

Manager Schedule –

I will be working Mondays and Tuesdays in Hampden for the month of January to assist in the old to new manager transition. This week I was in the office today and will be in the office on Thursday afternoon as well.

Newsletter Deadline –

Persons with articles for the January edition of the newsletter should have them submitted to the Town Office no later than 1/9/2012. They can be emailed to [manager@hampdenmaine.gov](mailto:manager@hampdenmaine.gov)

Bangor Chamber Annual Dinner – Councilors interested in attending the Bangor Chamber annual dinner should let me know via email by Monday, January 9<sup>th</sup> so that I can make the reservations. The invitation is part of the consent agenda for tonight's meeting.

A-2-b

**TOWN COUNCIL MINUTES**

**SEPTEMBER 4, 2012**

Due to the Labor Day holiday, the regularly scheduled meeting of the Hampden Town Council was held on Tuesday, September 4, 2012. The meeting was held at the municipal building council chambers and was called to order by Mayor Hughes at 7:03 p.m.

**Attendance: Councilors:** Mayor Janet Hughes, Andre Cushing, Thomas Brann, Jean Lawlis, Kristen Hornbrook and Jeremy Williams (until 8:00 pm); Shelby Wright was absent

**Town Manager:** Susan Lessard

**Town Counsel:** Thomas Russell

**Department Heads/Staff:** None

Citizens and a member of the press

**A. CONSENT AGENDA**

Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the consent agenda; unanimous vote in favor.

**B. PUBLIC COMMENTS**

There were none.

**C. POLICY AGENDA**

**1. PUBLIC HEARINGS**

There were none.

**2. NOMINATIONS-APPOINTMENTS-ELECTIONS**

**a. REMINDER: NOMINATION PAPERS DUE SEPTEMBER 6, 2012**

Town Clerk Denise Hodsdon reminded candidates that nomination papers for Councilor At-Large, School Board, and Water District Board of Trustees are due by 6:00 pm on Thursday, September 6<sup>th</sup>.

**3. UNFINISHED BUSINESS**

**a. DENNIS PAPER & FOOD SERVICES TAX INCREMENT FINANCING DISTRICT & DEVELOPMENT PROGRAM WITH CREDIT ENHANCEMENT AGREEMENT – SET PUBLIC HEARING FOR 9/17/2012**

Motion by Councilor Brann, seconded by Councilor Lawlis to hold the public hearing on September 17, 2012; unanimous vote in favor.

b. OLD HAMPDEN ACADEMY – ADDITIONAL ENVIRONMENTAL ASSESSMENT

Mayor Hughes reported that the Phase II Environmental Assessment revealed that there are PCB containing materials in parts of the property and it has been estimated it would cost an additional \$23,000 to determine the extent of the PCB's. At its meeting earlier in the evening, the Finance & Administration Committee discussed the pros and cons of funding this step – as well as the idea of making a decision to move forward with the purchase and ask for a reduction in price due to the unanticipated presence of PCB materials. It was the Committee's recommendation that the Town move forward with the purchase by amending the offer to remove the \$87,000 cash payment portion.

Following discussion, motion by Councilor Cushing, seconded by Councilor Lawlis to authorize the Mayor, with the assistance of the Town Manager and the Town Attorney to respond to SAD 22 that the Purchase & Sale Agreement with SAD 22 for the old high school be amended, based upon the environmental assessment, to remove the \$87,000 cash portion included in the offer and to move forward with purchase if they agree to those terms; vote was 5-0 with Councilor Hornbrook abstaining.

**4. NEW BUSINESS**

a. PERMISSION TO SELL OLD JEEP & RELATED EQUIPMENT – PUBLIC SAFETY

The grant received by Public Safety for the new brush truck requires that the old Jeep and related equipment be sold. Motion by Councilor Lawlis, seconded by Councilor Brann to give Public Safety permission to sell the old Jeep and related equipment; unanimous vote in favor.

b. APPLICATION FOR OUTDOOR WOOD-BURNING FURNACE LICENSE – GARY THIBODEAU, 665 WESTERN AVENUE

Motion by Councilor Brann, seconded by Councilor Lawlis to grant the license to Gary Thibodeau for operation of an outdoor wood-burning furnace; unanimous vote in favor.

c. APPLICATION FOR LIQUOR LICENSE – BANGOR TENNIS & RECREATION CLUB, INC., 60 MECAW ROAD

Motion by Councilor Brann, seconded by Councilor Cushing to authorize the license; unanimous vote in favor.

d. PICKUP TRUCK BID RESULTS – PUBLIC WORKS

Manager Lessard reported that the Finance & Administration Committee reviewed the bid results with the Public Works Director and it was the committee's recommendation to accept the low bid from Darling's in the amount of \$19,876, to be funded from Public Works Equipment Reserve.

Motion by Councilor Brann, seconded by Councilor Cushing to authorize the purchase as recommended; unanimous vote in favor.

e. **SNOWPLOW CUTTING EDGES BID RESULTS – PUBLIC WORKS**

The Finance & Administration Committee reviewed the bid results and recommended acceptance of the low bid of \$8,272.02 from Messer Equipment. Because the bid amount was less than \$10,000, no Council action was required and this item was informational only.

**D. COMMITTEE REPORTS**

Services – Councilor Lawlis reported that the next meeting is scheduled for Monday, September 10<sup>th</sup>.

Planning & Development – Councilor Brann reported that the next meeting is tomorrow at 6:00 p.m.

Communications – Councilor Hornbrook reported that the Committee met on August 21<sup>st</sup> and voted to ratify the Council's decision to spend up to \$1800 to purchase a portable sound system; discussed ideas for the next newsletter; and discussed possible dates for hosting the upcoming candidate forum, with suggested dates of October 2<sup>nd</sup> or October 11<sup>th</sup>.

**E. MANAGER'S REPORT**

A copy of the Manager's Report is attached.

**F. COUNCILOR'S COMMENTS**

Councilor Hornbrook thanked the residents for attending and said she appreciates the emails and phone calls. She also noted that there was a really nice letter about Chief Rogers in the Consent Agenda this evening and recommended that everyone take a few minutes to read it.

Councilor Cushing commented that he has heard tremendous feedback on the grand opening for the new Hampden Academy and noted what a tremendous asset it is for the community. He further commented that the Council has made the decision that was necessary to assure that the Town has authority over the future development of the old Hampden Academy property

Councilor Brann reminded everyone that the Planning & Development Committee meets the first and third Wednesdays of each month. He encouraged residents to come learn about what is being proposed for the future development of the Town and to share their ideas to help make Hampden what they want it to be.

Mayor Hughes reminded the Council of the special meeting scheduled for September 18<sup>th</sup> for the purpose of reviewing the Charter, beginning with the Town Council section and then proceeding on to other sections as time allows. She congratulated SAD #22 staff and Board members on their dedication ceremony. She noted that in addition to the unveiling of the new Bronco, the cafeteria was dedicated to David Greenier and the road into the school was named after Emil Genest. Mayor Hughes also thanked

everyone who has been involved in the old Hampden Academy planning process over the last couple of years – she appreciates the comments and support.

**G. ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:33 p.m.

A handwritten signature in black ink that reads "Denise Hodsdon". The signature is written in a cursive style with a large initial 'D'.

Denise Hodsdon  
Town Clerk

## MANAGER'S REPORT

September 4, 2012

Assessing Questions – Assessing questions related to tax billing for the tax bills that just went out will be answered after September 17<sup>th</sup>. The Assessor is out on short term disability (non-work-related) until at least that date. If she has not returned by that time I will make arrangements to get all questions answered prior to the first half due date of the first Wednesday in October.

BEP Chair – Effective this week, while the Senate is in session, I am being replaced by the Governor as the Chair of the Board of Environmental Protection. I have been anticipating this replacement since I was reappointed to the Board in October of 2011. At that time, the Board was in transition in terms of size and responsibilities and I was told by the Governor's office that he would likely be appointing a new chair after the beginning of the year. I will still remain as a regular member of the Board but my responsibilities in service to the Board will be greatly reduced.

Hampden Highlights Newsletter – The next edition of the newsletter will go out – hopefully! – the week of the 24<sup>th</sup> of September. The deadline for submission of information will be Thursday, the 13<sup>th</sup> of September. That should allow sufficient time to get a brief bio of each of the candidates for school, municipal, and water district board seats.



A-3-a

Denise Hodsdon <clerk@

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## Thank you!

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**Jeremie DayGlider** <jmdayglider@hotmail.com>

Tue, Sep 11, 2012 at 3:04 PM

To: clerk@hampdenmaine.gov, manager@hampdenmaine.gov

Dear Ms. Hodsdon, (cc: Ms. Lessard)

Thank you so much for your assistance today via phone. I had filled out the wrong form and may have spent a month waiting for a ballot that might have never come had I not called you and had your invaluable assistance. And I have to admit I was surprised that you recognized our names off the top of your head considering that we have been out of the country for 4.5 years plus! Amazing!

The online process you so kindly directed me to was fast and easy and we are thrilled that we will be receiving our absentee overseas ballot via email!

For your records, here is our new overseas address and contact information.

Todd Glider and Jeremie Day-Glider

Street Address: Ronda de la Universitat 23, 4-1B

City: Barcelona

Zip: 08007

Country: Spain

Todd Glider USA Skype Phone Number\*: 01-347-587-8118

Todd Glider Spanish Cell Phone: 34-667-536-548

Spanish Home Telephone: 34-93-301-8223

Jeremie Day-Glider USA Skype Phone Number\*: 01-347-587-8860

Todd Glider Email: todd.glider@gmail.com

Jeremie Day-Glider Email: jmdayglider@hotmail.com

\*These are telephone numbers in the United States that will ring us in Spain via Skype so that you do not have to pay international calling rates if you need to call us. Todd's is always on and forwards to his cell phone.

Thank you, again, for your help. All the best to you in this upcoming election. May it all go smoothly for you all there in our fair Town of Hampden!

Sincerely,

Jeremie M. Day-Glider

**FINANCE & ADMINISTRATION COMMITTEE MINUTES**

Tuesday, September 4, 2012

## Attending:

Mayor Janet Hughes	Town Manager Sue Lessard
Councilor Andre Cushing	Public Works Director Chip Swan
Councilor Jeremy Williams	Councilor Shelby Wright
Councilor Jean Lawlis	

The meeting was opened at 5:50 p.m. by Mayor Hughes.

1. Minutes – 8/20/2012 – No changes or corrections were made to the minutes. Approved as presented.
2. Review & Signature of Warrants – Committee members reviewed and signed the payment warrants
3. Old Business - None
4. New Business
  - a. Truck Bid – Public Works – The Public Works Director explained that the Town had received four bids from vendors for the replacement of the Public Works Foreman's pickup truck. He recommended that the low bid from Darling's be accepted at a cost of \$19,876. Motion by Councilor Wright, seconded by Councilor Williams to recommend to the full Council the purchase of the truck from Darling at a cost of \$19876 to be funded from Public Works Equipment Reserve. Vote 4-0.
  - b. Snowplow Cutting Edges Bids – Public Works – The Public Works Director explained that the Town had received four bids for steel cutting edges, with the low bid being \$8,272.02 from Messer Equipment. He recommended that the low bid be accepted. Since this amount is less than the required bid amount needing approval from the Council, per the Council's purchasing policy, this information serves to notify the Council of bid results. This item is funded from the Public Works operating budget. \$12,000 was budgeted for the 2012/2013 year so we are well within budget.

\*\*\*\*\* Item added to Agenda – Credere Scope of Work/Assessment/Old Hampden Academy. – The Mayor presented information to those in attendance in regard to the scope of work identified by Credere Associates for obtaining more data on the cost of the pcb contamination at the Old Hampden Academy. Those present discussed the pros and cons of funding this step – as well as the idea of making a decision to

purchase the old academy, ask for a reduction in price due to the unanticipated presence of considerable pcb's, and wait until a developer was found to proceed with any further studies on the pcb issue. Motion by Councilor Cushing, seconded by Councilor Lawlis to recommend to the full council that the Town move forward with the purchase of the old Hampden Academy by amending the offer to MSAD #22 and removing the cash payment amounts. Motion passed 5-0.

5. Public Comment - None

6. Committee Member Comments – None

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,

Susan Lessard  
Town Manager



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



A-4-b

**Memorandum**

**Date:** September 10, 2012  
**To:** Mayor Hughes, Hampden Town Council  
Chairman Weatherbee, Hampden Planning Board  
**Subject:** Results of August 29, 2012 Board of Appeals Meeting  
**From:** Ben Johnson, Code Enforcement Officer *B.S.*

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Pursuant to 30-A M.R.S.A. § 2691 this memo is to notify the Town Council and the Planning Board of the results of the Board of Appeals meeting held Wednesday, August 29, 2012.

Public Hearing:

Application for an administrative appeal has been made by Walter and Beth Kurowski, Aaron and Angela Domina & Brock and Katherine Trepanier regarding property located at 79 Patterson Road, further identified as assessor's tax map 5 lot 45-C. The subject property, owned by Deborahann and Timothy Scott is located in the Rural zoning district. On May 9, 2012 the Planning Board granted site plan/conditional use approval for boarding of animals; to include training and grooming. The Board of Appeals will consider this item pursuant to Articles 6.2.1.1, 6.2.1.2, 6.2.1.3 and 6.2.1.4 of the *Town of Hampden Zoning Ordinance* and the *Town of Hampden Board of Appeals Ordinance*.

**Result: ADMINISTRATIVE APPEAL DENIED**

Lura Hoit Pool ~ Board Meeting Minutes ~ 7-10-12

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

Those present: Cedena McAvoy, Karen Brooks, Mary Ellen Conner, Pat Foley, Darcey Peakall and Julie Macleod. Not present: John Weinmann, Greg Hawkins and Jim Feverston.

The secretary's minutes were accepted as presented.

The Director's Report:

- ~ The number of participants in June was down 519 people and daily receipts were up \$368 compared to last year.
- ~ The pool rental income in June was down \$170 compared to last year.
- ~ The monthly fuel usage went down 35 gallons compared to last year and down a total of 3,648 gallons from July 2011 through June 2012.

Darcey reported that \$17,371 has been pledged towards the Capital Campaign.

Darcey reported that the fiscal year 2011-2012 budgeted amount was \$331,270. The expense net was \$320,410 leaving an unexpended balance of \$10,860. The net revenue was \$162,555 which is 51% of the expense net budget. It has been proposed to set up the 2012-2013 pool budgets to be more inline with the Recreation Dept.

Treasurer's Report was accepted as presented.

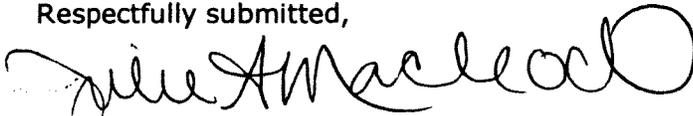
A motion was made that money from the Susan Abraham Scholarship fund would be available to use to help finance a qualifying high school student from Sad #22 who would like to take a lifeguarding course that is being hosted at another facility. The motion was passed 4-0.

Board members are still following up with local businesses about donating to the Capital Campaign.

There will be a quick board meeting on August 14<sup>th</sup>.

Meeting adjourned at 7:35pm.

Respectfully submitted,



Julie A. Macleod

C-1-a

**TOWN OF HAMPDEN  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Hampden Town Council will hold a public hearing on September 17, 2012, at 7:00 p.m. at the Town Council Chambers, 106 Western Avenue, Hampden, Maine to receive public comment on the designation of its proposed Dennis Paper and Food Services Tax Increment Financing District and the adoption of a Development Program with Credit Enhancement Agreement for the said District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The proposed District consists of approximately 13 (+/-) acres of land and located on Tax Map 10, Lot 50.

A copy of the proposed development program for the District will be on file with the Hampden Town Clerk prior to the public hearing and may be reviewed at the offices of the Hampden Town Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

**HAMPDEN TOWN COUNCIL**  
**ORDER # \_\_\_\_\_**

**WHEREAS**, the Town of Hampden, Maine (the “Town”) is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes as amended (the “Act”), to designate a specified area within the Town as the Dennis Paper & Foods Municipal Development and Tax Increment Financing District (the “District”) and to adopt a development program (the “Development Program”) for the District pursuant to the Act; and

**WHEREAS**, there is a need for economic development in the Town, in the surrounding region, and in the State of Maine; and

**WHEREAS**, there is a need to improve and broaden the tax base of the Town; and to improve the general economy of the Town, the overall Town and the surrounding region; and

**WHEREAS**, designation of the District and adoption of the Development Program will help to improve and broaden the tax base in the Town and improve the economy of the Town and the region by attracting business development to the District; and

**WHEREAS**, there is a need to implement continued economic development initiatives in the planned District through the establishment of the District in accordance with the provisions of Act; and

**WHEREAS**, the Town desires to designate the District and adopt the Development Program; and

**WHEREAS**, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development (the “Department”), approving the designation of the District and adoption of the Development Program.

**ORDERED AS FOLLOWS:**

**Section 1.** The Town Council of the Town of Hampden Maine, as the legislative body of said Town pursuant to Article II, section 205 of the Hampden Town Charter, hereby designates the Dennis Paper & Foods Municipal Development and Tax Increment Financing District and hereby adopts the Development Program for said District; such designation and adoption to be pursuant to the following findings, terms, and provisions:

**Section 2.** The Town Council hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for commercial uses; and

Dennis Paper & Foods TIF District & Development Program  
and Credit Enhancement Agreement

b. The total area of the District does not exceed two percent (2%) of the total acreage of the UT of the Town, and the total area of all development districts within the Town (including the proposed District) does not exceed five percent (5%) of the total acreage of the Town; and

c. The original assessed value of all existing and proposed tax increment financing districts (including the proposed District) does not exceed five percent (5%) of the total value of equalized taxable property within the UT of the Town as of April 1, 2011 (March 31, 2012); and

d. The designation of the District and adoption of the related Development Program will make a contribution to the economic growth and well being of the UT of the Town, the overall Town and the surrounding region, and will contribute to the betterment of the health, welfare and safety of the inhabitants of the Town, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The Town has considered all evidence, if any, presented to them with regard to any adverse economic effect on or detriment to any existing business and has found and determined that such adverse economic effect on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the District and the Development Program.

**Section 3.** The Town Manager, or her duly appointed representative, is hereby authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the Department for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

**Section 4.** The Town Manager, or her appointed representative, is hereby authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program with Dennis Paper & Foods, LLC, in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the said Town Manager or her duly-appointed representative, may approve, his approval to be conclusively evidenced by his execution thereof.

**Section 5.** The foregoing designation of the District and approval of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Department, without requirement of further action by the Town, the Town or any other party.

**Section 6.** The Town Manager or her duly appointed representative is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Development Program as the Town Manager, or her duly appointed representative, deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and/or the Development Program by the Department, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Dennis Paper & Foods TIF District & Development Program  
and Credit Enhancement Agreement

Dated \_\_\_\_\_, 2012.

TOWN OF HAMPDEN, MAINE

(By) \_\_\_\_\_  
Janet Hughes, Mayor

\_\_\_\_\_  
Andre Cushing III, Deputy Mayor

\_\_\_\_\_  
Jean Lawlis, Councilor

\_\_\_\_\_  
Kristin Hornbrook, Councilor

\_\_\_\_\_  
Thomas Braun, Councilor

\_\_\_\_\_  
Jeremy Williams, Councilor

\_\_\_\_\_  
Shelby Wright, Councilor

Dennis Paper & Foods TIF District & Development Program  
and Credit Enhancement Agreement

C-1-2

**EXHIBIT A - CREDIT ENHANCEMENT AGREEMENT**

**DENNIS PAPER & FOOD SERVICES, INC.  
CREDIT ENHANCEMENT AGREEMENT**

THIS CREDIT ENHANCEMENT AGREEMENT, dated this \_\_\_ day of \_\_\_\_\_, 2012, is made by and between the Town of Hampden, a municipal corporation organized and existing under the laws of the State of Maine (hereinafter the "Town"), University Club, LLC, a limited liability company organized and existing under the laws of the State of Maine (hereinafter "University Club") and Dennis Beverage Company, d/b/a Dennis Paper & Food Services, a for-profit business corporation organized and existing under the laws of the State of Maine (hereinafter "Dennis Paper & Food Services").

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**WITNESSETH**

WHEREAS, the Town has designated certain property owned by University Club and leased to Dennis Paper & Food Services, at 101 Mecaw Road, Hampden, as a Municipal Development District and Tax Increment Financing District (the "District") in accordance with Chapter 206 of Title 30-A, Maine Revised Statutes, as amended, by vote of the Hampden Town Council (the "Vote") on September \_\_\_\_\_, 2012; and

WHEREAS, on the same date, the Council adopted a development program and financial plan (the "Development Program") for the District; and

WHEREAS, on the same date, the Council approved the execution and delivery of a credit enhancement agreement with Dennis Paper & Food Services; and

WHEREAS, the Maine Department of Economic & Community Development has reviewed and accepted the District and Development Program; and

WHEREAS, the Town, University Club and Dennis Paper & Food Services desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows.

**ARTICLE I  
DEFINITIONS**

Section 1.1 Definitions. For the purposes of this Credit Enhancement Agreement, the following terms shall have the meanings specified in herein unless the context clearing requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town, University Club and Dennis Paper & Food Services.

"Assessment Date" means April 1<sup>st</sup> of each calendar year, the date fixed by Maine law for valuation and municipal tax liability with respect to the ensuing Tax Year.

"Development Program" means the development program for the District adopted by the Hampden Town Council on September \_\_\_\_, 2012.

"Captured Assessed Value" means that portion of the Increased Assessed Value that is annually retained within the District for the purpose of funding the District Development Program, as provided in the approved Development Program for the District. Provided, however, that "Captured Assessed Value" for the purpose of funding the District's Development Program shall not include the taxable value of any new personal property or equipment to be located within the District. As provided in the Financial Plan of the Development Program, the Captured Assessed Value shall be equal to one hundred percent (100%) of the Increased Assessed Value for each of the ten Tax Years beginning July 1, 2013 and ending June 30, 2023; and shall be equal to the following percentages of the Increased Assessed Value for each of the five Tax years beginning July 1, 2023 and ending June 30, 2028.

FY 2023-2024: Forty percent (40%)  
FY 2024-2025: Thirty percent (30%)  
FY 2025-2026: Twenty percent (20%)  
FY 2026-2027: Ten percent (10%)  
FY 2027-2028: Five percent (5%)

"Current Assessed Value" means the taxable value of all real estate located within the District (but excluding personal property and equipment) as of the annual Assessment Date.

"Development Program Fund" means the development program fund described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

"District" means the Dennis Paper & Food Services Municipal Development District and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, adopted by the Hampden Town Council on September \_\_\_\_, 2012. The District consists of the property described in **Exhibit A** attached hereto.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Fiscal Year" (sometimes abbreviated "FY") means July 1 to June 30 each year or such other fiscal year as the Town may establish from time to time.

"Increased Assessed Value" means the amount, in any Tax year, by which the Current Assessed Value in the District exceeds the Original Assessed Value. If the Current Assessed Value within the District does not exceed the Original Assessed Value in any Tax Year, there is no Increased Assessed Value for that Tax Year.

"Original Assessed Value" means \$1,378,300.00, the assessed value of taxable real property located within the District, as of March 31, 2012 (= April 1, 2011).

"Project" means the design, planning, development, acquisition, construction and installation of capital improvements at Dennis Paper & Food Services's facilities located now and hereafter within the District and as described as the Capital Program in the Development Program.

"Project Cost Account" means the Project Cost Account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article IV hereof.

"Property Taxes" means any and all ad valorem property taxes in excess of any county, state or special district taxes, levied, charged or assessed against real estate located in the District by the Town or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Retained Tax Increment Revenues" means, in each Tax Year this Agreement remains in effect, the amount Property Taxes assessed and collected with respect to the Captured Assessed Value in the District pursuant to the terms of the Development Program, for the purpose of funding the Development Program.

"Retained Tax Increment Revenues – Developer's Share" means, in each Tax Year this Agreement remains in effect, the following percentages of Retained Tax Increment Revenues, to be returned to the Dennis Paper & Food Services in accordance with this Credit Enhancement Agreement, for the purpose of defraying the Developer's costs of developing and building the Project, which may include Developer's financing costs.

FY 2013-2014 through FY 2017-2018: Seventy-seven percent (77%)  
FY 2018-2019 through FY 2022-2023: Fifty percent (50%)  
FY 2023-2024 through FY 2027-2928: None (0%)

**Comment [A1]:** This is already addressed in the preamble.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the Town against Real Estate located in the District are due and payable or are actually paid..

"Tax Year" means the Town's annual July 1<sup>st</sup> through June 30<sup>th</sup> fiscal year.

Section 1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (f) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

## **ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

Section 2.1 Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Dennis Paper & Food Services Development District and Tax Increment Financing District Development Program Fund" (the "Development Program Fund") pursuant to, and in accordance with, the terms and conditions of the Development Program. The Development Program Fund shall consist of a single Project Cost Account, which shall include a Developer Project Cost Sub-account and a Town Project Cost Sub-account.

Section 2.2 Deposits into Development Program Fund. The Town shall deposit into the Developer Project Cost Sub-account of the Development Program Fund within ten (10) days after each payment of Property Taxes with respect to Real Estate located in the District, an amount equal to that portion thereof constituting Retained Tax Increment Revenues - Developer's Share for the period to which the payment relates. The Town shall allocate the amounts so deposited to fund fully and pay the payments due to Dennis Paper & Food Services under Article III of this Credit Enhancement Agreement, both past due, if any, and coming due within the following 12 months. ~~Any and all revenues resulting from investment of monies on deposit in the Developer Project Cost Sub-account shall be retained therein and shall be reinvested and otherwise applied to payment of the Town's obligations under this Agreement.~~ After payment by the Town of the amount(s) due to Dennis Paper & Food Services for each fiscal year, any revenue resulting from the investment of monies in the Developer Project Cost Sub-account that remains in the Sub-account at the end of the applicable fiscal year shall be transferred by the Town to the Town Project Cost Sub-account.

Section 2.3 Use of Monies in Developer Project Cost Sub-account. Monies deposited in the Developer Project Cost Sub-account shall be used and applied exclusively to fund the Town's payment obligations described in Article III hereof.

Section 2.4 Monies Held in Trust. All monies required to be deposited with or paid into the Developer Project Cost Sub-account of Development Program Fund to fund payments to Dennis Paper & Food Services under the provisions hereof and the provisions of the Development Program, but excluding any investment earnings thereon, shall be held by the Town in trust, for the benefit of the Dennis Paper & Food Services.

Section 2.5 Investments. The monies in the Developer Project Cost Sub-account not immediately paid to Dennis Paper & Food Services shall be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer Project Cost Sub-account.

Section 2.6 Liens. The Town shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Sub-account of the Development Program Fund or any funds therein, other than the interest granted to Dennis Paper & Food Services hereunder in and to the amounts on deposit.

### **ARTICLE III PAYMENT OBLIGATIONS**

Section 3.1 Credit Enhancement Payments. The Town agrees to pay to Dennis Paper & Food Services within thirty (30) days following each Tax Payment Date all amounts then on deposit in the Developer Project Cost Sub-account, excluding earnings thereon; provided however, that all payments made hereunder shall be used only to pay Developer's Project Costs directly or to reimburse Dennis Paper & food Services for payment of Project Costs (including payment or reimbursement of debt service on indebtedness incurred to finance such Project Costs).

Such reimbursement payments shall be made by the Town in each Tax Year beginning with the Tax Year starting July 1, 2013 and ending with at the conclusion of the Tax Year ending June 30, 2023. The Town shall make all such payments with respect to the District to Dennis Paper & Food Services, its successors and assigns. The obligation of the Town to make such payments shall be a limited obligation payable solely out of monies actually on deposit in the Developer Project Cost Sub-account of the Development Program Fund and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

Section 3.2 Failure to Make Payment. In the event the Town should fail to or be unable to make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year as a limited obligation of the Town under the terms and conditions hereinafter set forth until the unpaid amount shall have been fully paid. In the event of such default by the Town, Dennis Paper & Food Services shall also have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit all Retained Tax Increment Revenues – Developer's Share to the Developer project Cost Sub-account of the Development Program Fund and to make payments to Dennis Paper & Food Services.

**Comment [A2]:** This deletion has not been reviewed or approved by our client, Dennis Paper.

Section 3.3 Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to Dennis Paper & Food Services in the manner provided hereinabove for its own use and benefit.

Section 3.3A Developer's Payment Obligations. Dennis Paper & Food Services agrees that during the term of this Agreement it shall pay, when due, all amounts lawfully assessed by the Town as Property Taxes against Real Estate located in the District.

**Comment [A3]:** Sections 3.3A and 3.3B have not been reviewed or approved by our client.

In the event that Dennis Paper & Food Service shall fail, for any reason, to pay the full amount of any such lawful Property Tax assessment when due, amounts actually paid by Dennis Paper & Food Service shall be applied as follows:

First, to payment of Property Taxes assessed against that portion of Real Estate located in the District constituting the Original Assessed Value of the District;

Second, to payment the Town's portion of Retained Tax Increment Revenues on Real Estate located in the District; and

Third, to payment of Retained Tax Increment Revenues – Developer’s Share.

Section 3.3B Property Tax Valuation Appeals. Nothing in this Agreement shall be deemed to waive Dennis Paper & Food Service’s right to appeal the Town’s valuation or assessment of Real Estate or other Property located in the District for tax purposes, in the same manner as provided by law for assessment and valuation appeals. Provided however, that in the event of a successful valuation appeal with respect to Real Estate located in the District, all amounts due to Dennis Paper & Food Service under this Agreement as property tax reimbursements shall be based upon upon the final valuation and tax amount actually paid for the Tax Year concerned, as determined through the appeals process.

Section 3.4 Obligations Unconditional. Except as directly provided herein, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against Dennis Paper & Food Services. Except as otherwise expressly provided herein, the Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Development Program.

**Comment [A4]:** I have not further modified this section in response to the Town Attorney’s memo. “Unconditional Obligation” language is necessary to support pledge of the CEA by Dennis Paper as collateral for project financing. This or nearly identical provisions have been included in nearly all, if not all, of the 40 or so CEAs I have reviewed in the past ten years, usually on behalf of municipal clients.

Section 3.5 Limited Obligation. The Town’s obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the Developer Project Cost Sub-account of the Development Program Fund, ~~and any earnings thereon~~, pledged therefor under this Agreement. The Town’s obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from Retained Tax Increment Revenues – Developer’s Share payable to Dennis Paper & Food Services hereunder, whether or not actually deposited into the Developer Project Cost Sub-account of the Development Program Fund. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the Town’s obligation to levy property taxes upon the Project and the pledge of the Retained Tax Increment Revenues, and earnings thereon, established under this Agreement.

[Section 3.7 Indemnity. Dennis Paper & Food Services agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees harmless from and against any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and

accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim or illegality or invalidity of the Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation of ~~the~~ this Agreement or the Development Program. Provided, however, that these indemnification provisions shall apply only to matters directly related to the Tax Increment Financing portion of the Development Program and this Agreement.

#### ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of Developer Project Cost Sub-account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Dennis Paper & Food Services by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to Dennis Paper & Food Services the Developer Project Cost Sub-account of the Development Program Fund to the extent of Dennis Paper & Food Services's rights under this Agreement to receive funds from such Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2 Perfection of Interest. The Town shall cooperate with Dennis Paper & Food Services in causing appropriate financing statements and continuation statements naming Dennis Paper & Food Services as pledge of all amounts from time to time on deposit in the Developer Project Cost Sub-account of the Development Program Fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. [ ]

Section 4.3 Further Instruments. The Town shall, upon the reasonable request of Dennis Paper & Food Services, at Dennis Paper & Food Service's sole expense, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall impose any obligation or expense on the Town additional to the obligations and expenses contained elsewhere herein or constitute a pledge of the credit of the Town.

Section 4.4 No Disposition of Developer Project Cost Sub-account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Sub-account of the Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

**Comment [A5]:** I have copied this section from section 3.7 of the 2001 CEA for the Graves Supermarket project, per the Town Attorney's memo. However, this change has not been reviewed or approved by our client, Dennis Paper & Food Services. I will not recommend approval of this provision as written, due to the extraordinary breadth of the indemnification obligation. For example, read literally, this provision could require Dennis Paper & Food to defend and indemnify the Town against slip-and-fall claims on public sidewalks built as part of the Town's portion of the Development Program, or against a discrimination suit brought against the Town by an unsuccessful applicant for a revolving loan funded by the Town's portion of the Development Program. This is an onerous, draconian provision and comes as a very late change to a document that has been pending review by the Town's Attorney for several months.

**Comment [A6]:** Tom, I still think this is very vague and possibly detrimental to Dennis Paper. The "Tax Increment Financing portion of the Development Program" is, in fact, the entire Development Program, since the whole program is being financed with TIF dollars.

**Comment [A7]:** This deletion per the Town Attorney's memo has not been reviewed or approved by our client, Dennis Paper & Food Services. The deleted provision is sometimes required by banks lenders when a CEA is pledged as loan security for project financing. Prior to agreeing to this deletion, Dennis Paper & Food Services may need to consult its project lender concerning the deletion.

**Comment [A8]:** Modified from section 4.2 of the Graves Supermarkets CEA, per the Town Attorney's memo.

Section 4.5 Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund shall at all reasonable times be open to inspection by Dennis Paper & Food Services, its agents and employees.

## **ARTICLE V DEFAULTS AND REMEDIES**

Section 5.1 Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

- (a) any failure by the Town to pay any amounts due to Dennis Paper & Food Services when the same shall become due and payable;
- (b) any failure by the Town to make deposits into the Development Program Fund and/or the Project Cost Account as and when due;
- (c) any failure by the Town or Dennis Paper & Food Services to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Dennis Paper & Food Services to be observed or performed, provided, however, that failure of Dennis Paper & Food Services to pay Property Taxes when due shall not constitute an event of default hereunder; or
- (d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in banking dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps:

- (a) The non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents,

instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and

- (b) Dennis Paper & Food Services shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3 Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or Dennis Paper & Food Services herein contained, the defaulting party shall, on demand thereof, pay to the non-defaulting party the reasonable costs and expenses so incurred by the non-defaulting party.

Section 5.5 Waiver of Sovereign Immunity. The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken Dennis Paper & Food Services, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to Dennis Paper & Food Services entering into this Agreement and continuing its pursuit of the Project. []

**Comment [A9]:** The Town Attorney's objections to this section's provision on attorney's fees has (hopefully) been removed by the addition of section 3.3A above.

**Comment [A10]:** This deletion has not been reviewed or approved by our client, Dennis Paper & Food Services. Similar language is sometimes required by bank lenders when CEAs are pledged as collateral for project financing. Dennis Paper & Food Services may need to consult with its project lender before agreeing to this deletion.

## ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the payment of all amounts due to Dennis Paper & Food Services hereunder and the performance of all obligations on the part of the Town and Dennis Paper & Food Services hereunder.

Section 6.2 Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to Dennis Paper & Food Services hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the Town and Dennis Paper & Food Services shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII  
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST**

Section 7.1 Consent to Collateral Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of Dennis Paper & Food Services to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on Dennis Paper & Food Services to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all Dennis Paper & Food Services's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Dennis Paper & Food Services hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. For this purpose, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledge or assignee, including without limitation, recognition of the pledge or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledge and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

~~Section 7.2 Pledge, Assignment or Security Interest. The Town hereby consents to the pledge, assignment or granting of a security interest by Dennis Paper & Food Services of its right, title and interest in, to and under this Agreement. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledge or assignee, including without limitation, recognition of the pledge or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledge and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.~~

~~Section 7.3 Assignment. Dennis Paper & Food Services shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Developer may, in its sole discretion, deem appropriate.~~

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**Comment [A11]:** The Town Attorney's memo recommends that this section and section 7.3 be replaced with section 7.2 of the Graves Supermarkets CEA, which requires the Town's consent to any assignment of the CEA other than for project financing purposes. This change may be acceptable, but has not yet been discussed with our client, Dennis paper & Food Services.

Section 7.2 Other Assignments.

a. Except to the extent provided in section 7.1, Dennis Paper & Food Services shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, without the consent of the Town, which consent may be withheld at the sole discretion of the Town.

b. Prior to giving consent to any proposed assignment, the Town must receive documentation in form and substance satisfactory to it, that the proposed assignee accepts and agrees to be bound by the terms and conditions of this Agreement.

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Comment [A12]: I would prefer the phrase "... consent of the Town, which consent shall not be unreasonably withheld or delayed."

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**ARTICLE VIII  
MISCELLANEOUS**

Section 8.1 Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2 Parties in Interest. Except as otherwise expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the Town, University Club and Dennis Paper & Food Services any right, remedy or claim; it being intended that this Agreement shall be for the sole and exclusive benefit of the Town, University Club and Dennis Paper & Food Services and their respective successors and assigns.

Section 8.3 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the Town. No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices. All notices, certificates, requests, requisitions or other communications by the Town or Dennis Paper & Food Services pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager  
Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444

If to Dennis Paper & Food Services:

Ron Dennis, President  
Dennis Beverage Company  
101 Mecaw Road  
Hampden, Maine 04444

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.9 Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10 Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledge from time to time of Dennis Paper & Food Services's right, title and interest herein.

Section 8.11 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and Dennis Paper & Food Services hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Dennis Paper & Food Services 's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.12. Development Agreement. The Development Program and Financial Plan for the District as approved by the Town shall be deemed to be part of and incorporated in this Agreement. Provided however, that in the event of any conflict between this Agreement and the Development Program or Financial Plan, this Agreement shall control, to the extent permitted by law, over any such inconsistent provisions of the Development Program or Financial Plan.

Section 8.13 Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, written or oral, between the Town and Dennis Paper & Food Services relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

#### **ARTICLE IX RECAPTURE**

Notwithstanding any other provision of this Agreement, in the event that:

(i) University Club or Dennis Paper & Food Service, during the term of this Agreement, conveys, assigns, subleases, transfers or otherwise disposes of the Project, other than to Dennis Paper & Food Service or a direct corporate successor of Dennis Paper & Food Service;

(ii) University Club or Dennis Paper & Food Service, during the term of this Agreement, relocates its warehouse and distribution facility business previously conducted in the District to a location outside of the Town's corporate limits;

(iii) Dennis Paper & Food Service makes any sale, transfer, conveyance or assignment of this Agreement or its rights hereunder that is not permitted under Article VII hereof;

(iv) Dennis Paper & Food Company fails to substantially complete the planned Capital Program of the Development Program, or make equivalent new capital expenditures within the District, by December 31, 2013; or

(v) Dennis Paper & Food Company, for a period of 180 consecutive days during the term of this Agreement, ceases to operate a warehouse and distribution facility within the District;

then and in such events only, University Club and Dennis Paper & Food Service agree to repay to the Town all amounts paid to Dennis Paper & Food Service by the Town pursuant to this Agreement, together with interest on the amounts so paid at 4% per annum computed from the date of each payment by the Town to Dennis Paper & Food Service, computed as of the date of such conveyance, disposition or relocation.

#### **ARTICLE X OWNER'S ACKNOWLEDGMENT AND CONSENT**

University Club, as owner of the property located in the District leased to Dennis Paper & Food Service, hereby acknowledges, represents, consents and agrees as follows:

(i) On the date of execution of this Agreement, the Lease between University Club and Dennis Paper & Food Service dated July 1, 2011 for property located within the District remains in full force and effect, with no uncured defaults on the part of Dennis Paper & Food Service. All rents and other charges due under said Lease are current as of the date of execution of this Agreement.

(ii) University Club acknowledges and agrees that all tax reimbursements due and payable by the Town under this Agreement shall be paid to Dennis Paper & Food Service or its successors or assigns, for their exclusive use and benefit, notwithstanding any provision concerning allocation of property tax payment obligations or property tax refunds between University Club and Dennis Paper & Food Service contained in those parties' Lease dated July 1, 2011, and without regard to which party (University Club or Dennis Paper & Food Service) has paid the underlying Property Taxes to the Town for the Tax year concerned. University Club shall assert no claim, demand or setoff, and shall file no suit, to recover such tax reimbursement payments from Dennis Paper & Food Service in whole or part, in any manner that would or might result in use of such tax reimbursement payments for any purpose other than payment of Project Costs as defined in this Agreement.

(iii) University Club acknowledges that such tax reimbursements by the Town to Dennis Paper & Food Service, by providing funding to defray Dennis Paper & Food Service's purchase of the existing leased building from University Club and by assisting Dennis Paper & Food Service to remain a tenant of University Club in the District, provide a substantial benefit to University Club and constitute legally sufficient consideration for University Club's undertakings and obligations under this Agreement.

IN WITNESS WHEREOF, the Town and Dennis Paper & Food Services have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

TOWN OF HAMPDEN

By:  
Its:

DENNIS BEVERAGE COMPANY  
d/b/a DENNIS PAPER & FOOD  
SERVICE

---

By: Ronald B. Dennis  
Its: President

UNIVERSITY CLUB, LLC

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By:  
Its: Managing Member

**THE TOWN OF HAMPDEN, MAINE**

**DENNIS PAPER & FOOD SERVICES**

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**A MUNICIPAL DEVELOPMENT DISTRICT &  
TAX INCREMENT FINANCING DISTRICT**

**An Economic Partnership**

**Presented to the Hampden Town Council on  
September 17, 2012**

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**TOWN OF HAMPDEN, MAINE  
DENNIS PAPER & FOODS MUNICIPAL DEVELOPMENT DISTRICT  
&  
TAX INCREMENT FINANCING DISTRICT**

**ARTICLE I  
INTRODUCTION AND SUMMARY OF BENEFITS**

§ 1.1 Municipal Development District.

This Development Program and Financial Plan provides for the creation of a Municipal Development District and Tax Increment Financing District consisting of property owned by University Club, LLC and leased to Dennis Beverage Company, a Maine corporation doing business as Dennis Paper & Food Services, at 101 Mecaw Road, Hampden. Dennis Paper & Food Services proposes to invest over the next several years approximately \$3,500,000 in the facility (total project costs) to acquire the facility, modernize it, expand it, and acquire additional parcels of real estate for future use. The renovations and expansion will permit Dennis Paper & Food Services to continue using the facility for its food distribution company and to expand its existing operation. This will enable Dennis Paper & Food Services to retain existing jobs and add new ones. By providing for the reinvestment of the new or incremental tax revenues in the District, the District will expand the Town's tax base, retain existing jobs, and create new jobs, thereby providing substantial benefits to the Town of Hampden and its citizens.

Additionally, creation of this District allows the Town of Hampden to invest a portion of the incremental tax revenues to fund municipal economic development activities.

§ 1.2 Benefits of the District.

A. Preservation of Jobs. The District will enable Dennis Paper & Food Services to retain approximately 107 jobs in Hampden related to the continued use of the facility.

B. Creation of New Jobs. The District will enable Dennis Paper & Food Services to create 5-10 new jobs in Hampden associated with the expanded new facility over the next two years, plus enhance the possibility of future expansion.

C. Expand and Improve Tax Base. The District will enable Dennis Paper & Food Services to make investments that will add \$2,250,000 to the municipal tax base.

D. New Tax Dollars for Municipal TIF and General Fund. The District is anticipated to result in over \$35,775 in average annual new tax revenues over a sixteen-year TIF term. The first year is a "base" year in which any incremental tax revenues will benefit the general fund. During the next five years of the District, 23% of incremental tax revenues will benefit the Town TIF fund. The following five years of the District term, 50% will benefit the Town TIF fund. In the final five years of the District term incremental tax revenues will be divided between the

Town general fund and the Town TIF fund with an annual step-down capture of 40-30-20-10-5%—all benefiting the Town TIF fund and the balance benefiting the Town general fund. Thereafter, at the end of the TIF term, 100% of the increment tax revenues will go directly to the general fund of the Town.

E. Savings for Town from Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of a TIF District.

F. No Town Bonds or Risks. The District will not involve any risk to the Town or borrowings or bonds of the Town and will not affect existing tax revenues in any way.

## **ARTICLE II DEVELOPMENT PROGRAM NARRATIVE**

### § 2.1 Statement of Means and Objectives.

The Town of Hampden (the “Town”) desires to facilitate construction of improvements to Dennis Paper & Food Services’ facility at 101 Mecaw Road, Hampden (the “Facility”) in order to attract and retain quality jobs and development in the community in order to maintain a healthy tax base and promote the community well being.

In order to fulfill these goals, the property encompassing Dennis Paper & Food Service’s Facility as Municipal Tax Map/Lot: 10-0-050 has been proposed as the Dennis Paper & Food Services Municipal Development District and Tax Increment Financing District (the “District”). The District consists of the real estate on which the Facility is located, and the buildings and structures situated on the real estate. The Development Program described herein will serve the purpose of administering the District as a Municipal Development District and Tax Increment Financing District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the Town of Hampden designating the District and adoption of this Development Program by the Hamden Town Council, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Maine Department of Economic and Community Development.

The Development Program provides for economic development incentives called municipal tax increment financing (TIF) similar to that adopted by many other Maine municipalities. A TIF involves creation of a geographically defined district in the Town and the “capture” or reinvestment of some of the new or “incremental” tax revenues generated by new development and business expansion in the District to pay certain costs of the development.

The **geographic boundaries** of the District consist of the entire 13 acres defined by the Town of Hampden as Tax Map 10, Lot 50. A locational map, attached as **Exhibit A-1** and a site-specific map, attached as **Exhibit A-2** delineate the District boundaries.

The Development Program, as described herein, consists of the construction of improvements to the Facility (the “Capital Program”). The District is designed to stimulate new investment in the Town by allocating certain tax revenues generated by new development in the District to the Capital Program. Under the Development Program, the Town will make a portion of the incremental tax revenues from the District available to Dennis Paper & Food Services pursuant to a Credit Enhancement Agreement (the “Credit Enhancement Agreement”), which Agreement will be consistent with the allocation of incremental tax revenue as defined in **Table 1** below. It will be substantially in the form submitted in conjunction with this Development Program as **Appendix 1**. These revenues will be used by Dennis Paper & Food Services to pay costs of the Capital Program directly or to pay debt service on funds borrowed privately by Dennis Paper & Food Services to finance the cost of the Capital Program. The costs so financed will represent only a portion of the total costs of such improvements, to be financed by Dennis Paper & Food Services. All additional costs of the Capital Program will be the responsibility of Dennis Paper & Food Services.

The Development Program will capture 100% of the new valuation for Years 1-10 of the TIF term and a declining, step-down capture in Years 11-15. Any tax increment revenues on captured value that are not allocated to the Capital Program will fund the municipal economic development investment program as set forth in **Exhibit B**.

All municipal tax increment revenues on increased assessed value within the District not captured or retained under the Development Program will go directly into the Town’s general fund.

Dennis Paper & Food Services, established in 1908, has been serving Central and Eastern Maine with pride for generations. Five Russian immigrant brothers originally founded the company as a bottling service known as Washington County Bottling Works. Deliveries were made by horse-drawn wagon, limiting the territory covered to the Cherryfield area. Eventually, Max Dennis bought his brothers’ shares of the business and moved the company into Ellsworth in the early 1920’s. Though troubling times were ahead, Max Dennis was able to keep the business running during the depression and World War II, with the help of his wife and son. When his son, Lawrence Dennis, took over operations in 1945, productions had increased dramatically. The company had developed its own brand of soft drink known as University Club Soda, and was now bottling and distributing national brands such as Hires Root Beer and Nesbitt’s Orange. In 1949, the company incorporated and came to be known as the Dennis Bottling Company.

In the 1950’s Dennis Bottling Company began distributing malt beverages. This development was so well received by the community that a warehouse was opened in Brewer to accommodate distribution and in 1968 the company’s headquarters were moved to Veazie. Distribution then became the main focus of the company, resulting in a change of name to Dennis

Beverage Company. Soon after the move to Veazie, Dennis Beverage Company expanded its operations once again; this time to include paper and plastic disposable products and janitorial supplies. In an effort to best reflect the nature of the business, the name changed to Dennis Paper Company. The company continued to grow, thanks in large part to the dedication and hard work of Lawrence's wife Lee, his sister Bertha and the children of Lawrence and Lee: Hayden, Ron, Mark and Michele Dennis. After close to 40 years in the Veazie area, the Dennis Paper & Food Service Company moved to Thatcher Street in Bangor in 2002. Due to their very rapid growth between 2002 and 2005, the company soon outgrew the Thatcher St. location. In December of 2005, Dennis Paper & Food Services moved to a 55,000 square foot facility at 101 Mecaw Road, Hampden. The company now distributes over 9,000 brand name products throughout the region, and currently employs 107 people. And the company continues to grow.

Dennis Paper & Food Services proposes to invest approximately a total of \$3,500,000 in the Facility, \$1 million to purchase the existing building, \$2 million to expand the building, \$250,000 to improve the existing building and to purchase the two additional lots for future expansion. Total project costs under this TIF amount to \$2,250,000 plus legal fees. This investment will ensure a long-term home for Dennis Paper & Food Service in the Town of Hampden. Establishing the proposed TIF would ensure that Dennis Paper & Food Service remains a Hampden business for an extended period of time. Without this project, Dennis Paper & Food Services would need to relocate its operation to a larger facility outside of Hampden or to forego current business expansion opportunities.

Accordingly, approval of this Development Program is essential to enable Dennis Paper & Food Services to continue to grow as a Hampden-based business. By helping Dennis Paper & Food Services expand, the Development Program will preserve and potentially expand jobs in the Town as well as expand the Town's tax base, thereby enhancing the community and its economy. The existing Facility currently pays over \$21,000 per year in real estate taxes to the Town. The Capital Program is expected to generate approximately \$35,775 annually (on average over 20 years) in additional tax revenues, a portion of which will be captured or retained to pay costs of the Capital Program. The project will have little or no impact on many Town services such as schools and municipal services.

The Development Program thus will provide significant economic benefit to the Town by preserving existing employment and assisting in the growth of a substantial contributor to the local economy and by expanding the tax base and employment opportunities. The means and objectives of the Development Program thus are to provide financial assistance to the Capital Program and continuing investment in Dennis Paper & Food Services. The Town recognizes that Dennis Paper & Food Services competes in an increasingly competitive market. The Town's assistance provided through the Development Program is intended to help Dennis Paper & Food Services expand and be more cost competitive and is essential to attracting this additional development in the District. Dennis Paper & Food Services is important to the economy of the Town and to the residents of the Town. The Town can assist Dennis Paper & Food Services by making the cost of renovations of its Facilities feasible, thereby preserving and expanding the tax base and potentially creating new jobs, which will in turn result in public benefits.

§ 2.2. Brief Discussion of Financial Plan.

The Financial Plan of the District is set forth in greater detail in Article III below. The following is a brief summary of the Financial Plan. The cost of the Capital Program, included in the Development Program, and any continuing investment by Dennis Paper & Food Services will be financed by Dennis Paper & Food Services, its successors and assigns (hereinafter collectively “Dennis Paper & Food Services”) through Dennis Paper & Food Services equity and various borrowings. As part of the Development Program, the Town and Dennis Paper & Food Services will enter a Credit Enhancement Agreement pursuant to which the Town will pay to Dennis Paper & Food Services 77% of all municipal tax increment revenues from taxes on real property in the District for a period of 5 years and then 50% of all municipal tax increment revenues from taxes on real property in the District for a period of 5 additional years to pay costs of the Capital Program or borrowings related thereto. The annual tax reimbursements to Dennis Paper & Food Services will begin in July 2013. All tax increment revenues generated within the District during the first tax year (2012-2013, designated as the “Base” year) following the anticipated approval date of the District will be paid to the general fund of the Town.

In the first ten years of the District (following the Base year), all tax increment revenues from the District not paid to Dennis Paper & Food Services under the Credit Enhancement Agreement will be paid to the Town TIF Fund. The Town will not use any general fund revenues or issue any bonds to finance the Capital Program. All tax revenues generated on the original assessed value of existing property in the District will continue to be paid to the General Fund of the Town. The TIF development costs will be paid from the captured tax increment revenues produced by new development in the District.

In the final five years of the District no tax increment revenues are paid to Dennis Paper & Food Services. All incremental tax revenues on captured assessed value will be paid to the Town TIF fund to finance municipal economic development investments. Tax revenues on the portion of increased assessed value not captured for municipal purposes will benefit the Town general fund.

§ 2.3 Public Facilities, Improvements or Programs Description.

No new public facilities will be constructed within the District boundaries. Existing public facilities are adequate to serve the District and the Capital Program.

The Town intends to use its share of the TIF revenues from the District to finance some or all of the costs Detail of municipal investments anticipated to be funded with incremental revenues can be found in **Exhibit B.**

§ 2.4 Commercial Facilities, Improvements or Projects.

Private property within the District is currently a 55,000 square foot warehouse facility with related offices. The following uses of private property which are part of the Capital Program in the District are anticipated:

Land and Building Acquisition:	\$1,250,000
Renovation & Legal:	\$ 250,000
Expansion:	\$2,000,000
 Total Project Costs:	 \$3,500,000

§ 2.5 Relocation Plan.

No businesses or persons will be displaced or relocated as a result of the development activities proposed in the District, except for Dennis Paper & Food Service's own operations at the facility during the renovations and expansion.

§ 2.6 Transportation Improvements.

The existing transportation facilities of the Town are adequate to accommodate the anticipated development of the District.

§ 2.7 Environmental Controls.

All environmental controls required by law shall be adhered to, including any applicable Town of Hampden ordinance requirements. Appropriate steps will be taken to ensure that the construction and operation of the improvements by Dennis Paper & Food Services in the District comply with all State and federal environmental laws and regulations.

§ 2.8 District Operation.

The day-to-day operation of the District will require no substantial efforts by the Town. Dennis Paper & Food Services will operate the improvements constructed and pay all maintenance and operational expenses.

The Town of Hampden will be responsible for implementation and operation of the Municipal Investment Plan.

§ 2.9 District Program Duration.

The duration of the District will be sixteen (16) years, following designation of the District and the effective date of its approval by the Maine Department of Economic and Community Development. Year 1 is identified as the "Base" Year, with any incremental new tax revenues flowing to the Town general fund. The Base Year is followed by fifteen years of allocation of incremental new tax revenues to fund the Capital Program and the Municipal Improvement Program as detailed in the Financial Plan below.

**ARTICLE III  
FINANCIAL PLAN**

§ 3.1 Cost Estimates for the Development Program.

The estimated costs of Dennis Paper & Food Services Capital Program are as follows:

Land and Building Acquisition:	\$1,250,000
Renovation & Legal:	\$ 260,000
Expansion:	\$2,000,000
 Total Project Costs:	 \$3,510,000

The estimated cost of the Municipal Investment Plan is \$168,141. Further detail of planned municipal investments is provided in **Exhibit B.**

§ 3.2 Amount of Indebtedness to be Incurred.

The Town will not incur any indebtedness in connection with the Capital Program. Dennis Paper & Food Services will finance the Capital Program through a combination of Dennis Paper & Food Services funds, various loans, and the reimbursed portion of tax increment resulting from the District.

The Town does not anticipate issuing any general obligation debt to finance projects identified in the Municipal Investment Plan.

§ 3.3 Sources of Anticipated Revenues.

All anticipated TIF revenues will be generated by Dennis Paper & Food Services private investment associated with the Capital Program. The sources of anticipated revenues generated by the District to be used to make the payments under the Credit Enhancement Agreement include (i) municipal retained tax increment revenues on captured assessed values, which will be deposited as received into the Development Program Fund as described below, and (ii) earnings on amounts in the Development Fund. Dennis Paper & Food Services will be responsible for making all arrangements for and payments with respect to indebtedness incurred to fund the Capital Program and for any investment not funded with TIF revenues.

Only incremental assessed value on real property (land and building) improvements will be captured to fund the Development Program.

§ 3.4 Estimates of Increased Assessed Value (IAV) and Portion of IAV to be Applied to Development Program.

Only incremental real property taxes generated within the TIF District from Dennis Paper & Foods investment made after April 1, 2012 will be allocated to the company as part of the Development Program.

The following table reflects by year (i) the original assessed value of all properties within District, (ii) the estimated increase in assessed value per year following implementation of the Development Program, (iii) the estimated tax increment revenues per year on the entire increase in assessed value following implementation of the Development Program; (iv) the percentage of increased assessed value to be captured by the District; (v) the ratio of captured assessed value to fund the Capital Program (CEA) and Town TIF Fund; and (v) the resultant estimated captured assessed value. See also **Exhibit E**.

<b>TABLE 1</b>		<b>PROJECTED MUNICIPAL TAX INCREMENT REVENUE</b>				
District Year (Year)	Original Assessed Value as of March 31, 2012 (= April 1, 2011)	Estimated Increase in Assessed Value (IAV)	Total Estimated Incremental Tax Revenues on IAV	Percentage of IAV Captured	Ratio of IAV Captured for Capital Program / Town TIF Investment	Captured Assessed Value
Base Year (2012-13)	\$1,378,300	\$ 250,000	\$ 3,975	0	0 / 100	0
1 (2013)	\$1,378,300	\$2,250,000	\$35,775	100%	77 / 23	\$2,250,000
2 (2014)	\$1,378,300	\$2,250,000	\$35,775	100%	77 / 23	\$2,250,000
3 (2015)	\$1,378,300	\$2,250,000	\$35,775	100%	77 / 23	\$2,250,000
4 (2016)	\$1,378,300	\$2,250,000	\$35,775	100%	77 / 23	\$2,250,000
5 (2017)	\$1,378,300	\$2,250,000	\$35,775	100%	77 / 23	\$2,250,000
6 (2018)	\$1,378,300	\$2,250,000	\$35,775	100%	50 / 50	\$2,250,000
7 (2019)	\$1,378,300	\$2,250,000	\$35,775	100%	50 / 50	\$2,250,000
8 (2020)	\$1,378,300	\$2,250,000	\$35,775	100%	50 / 50	\$2,250,000
9 (2021)	\$1,378,300	\$2,250,000	\$35,775	100%	50 / 50	\$2,250,000
10 (2022)	\$1,378,300	\$2,250,000	\$35,775	100%	50 / 50	\$2,250,000
11 (2023)	\$1,378,300	\$2,250,000	\$35,775	40%	0/100	\$900,000
12 (2024)	\$1,378,300	\$2,250,000	\$35,775	30%	0/100	\$675,000
13 (2025)	\$1,378,300	\$2,250,000	\$35,775	20%	0/100	\$450,000
14 (2026)	\$1,378,300	\$2,250,000	\$35,775	10%	0/100	\$225,000

15 (2027)	\$1,378,300	\$2,250,000	\$35,775	5%	0/100	\$112,500
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NOTE: Estimated Tax Rate of \$15.90/1000 (the 2011-12 rate).

The following table reflects the apportionment of the estimated incremental tax revenue between Dennis Paper & Food Services and the Town. See also **Exhibit E**.

<b>TABLE 2</b>		<b>APPORTIONMENT OF ESTIMATED INCREASE IN PROPERTY TAXES</b>			
District Year (Year)	Estimated Total Tax Incremental Revenues on Increased Assessed Value	Total Estimated Tax Increment Revenues to Capital Program	Total Estimated Tax Incremental Revenues to Town's TIF Investment Fund	Total Estimated Tax Incremental Revenues to Town's General Fund	
0 (2012)	\$3,975.00	\$0.00	\$0.00	\$ 3,975.00	
1 (2013)	\$35,775.00	\$27,546.75	\$ 8,228.25	\$0.00	
2 (2014)	\$35,775.00	\$27,546.75	\$ 8,228.25	\$0.00	
3 (2015)	\$35,775.00	\$27,546.75	\$ 8,228.25	\$0.00	
4 (2016)	\$35,775.00	\$27,546.75	\$ 8,228.25	\$0.00	
5 (2017)	\$35,775.00	\$27,546.75	\$ 8,228.25	\$0.00	
6 (2018)	\$35,775.00	\$17,887.50	\$17,887.50	\$0.00	
7 (2019)	\$35,775.00	\$17,887.50	\$17,887.50	\$0.00	
8 (2020)	\$35,775.00	\$17,887.50	\$17,887.50	\$0.00	
9 (2021)	\$35,775.00	\$17,887.50	\$17,887.50	\$0.00	
10 (2022)	\$35,775.00	\$17,887.50	\$17,887.50	\$0.00	
11 (2023)	\$35,775.00	\$0.00	\$14,310	\$21,465	
12 (2024)	\$35,775.00	\$0.00	\$10,732	\$25,043	
13 (2025)	\$35,775.00	\$0.00	\$7,155	\$28,620	
14 (2026)	\$35,775.00	\$0.00	\$3,577	\$32,198	
15 (2027)	\$35,775.00	\$0.00	\$1,788	\$33,987	

NOTE: Estimated Tax Rate of \$15.90/1000 (the 2011-12 rate).

The Development Program requires the establishment of a Development Program Fund pledged to, and charged with, the payment of the project costs in the manner outlined in 30-A M.R.S.A. § 5227(3)(A).

The Development Program Fund is established consisting of a project cost account ("Project Cost Account") pledged to and charged with payment of project costs outlined in the

financial plan. The Project Cost Account shall consist of one or more Town cost subaccounts (the “Town Project Cost Subaccount”) pledged to and charged with the payment of costs of the Town’s project costs, and one or more Company cost subaccounts (the “Company Project Cost Subaccount”) pledged to and charged with payment of the costs of reimbursement to Dennis Paper & Food Services consistent with an approved credit enhancement agreement.

Upon receipt of each payment of property tax by Dennis Paper & Food Services for the District, the Town shall deposit that portion of each payment constituting the retained tax increment revenues for the District into the Development Program Fund as provided in this Financial Plan. The Town shall then allocate the amount deposited between the Town Project Cost Subaccount and the Company Project Cost Subaccount consistent with the Financial Plan outlined in this Development Program and within an approved Credit Enhancement Agreement. Priority of contributions to such Accounts shall be, first to fund the payments to Dennis Paper & Food Services under the Credit Enhancement Agreement, past due and coming due within the following 12 months.

§ 3.5 Estimated Impact of Financing upon Taxing Jurisdiction.

In accordance with Maine statutes governing the establishment of tax increment financing districts, the tables set forth below identify tax shifts which will result during the term of the District from the establishment of the District, using formulas specified by the Department of Economic and Community Development.

A summary of the methodology and calculations utilized in calculating tax shifts is attached hereto as **Exhibit F**.

TABLE 3

<b>TAX SHIFT SUMMARY</b>		
Tax Shift Item	Average Annual Amount	Total Undiscounted Amount
Educational Aid	\$12,746	\$191,193
County Tax	\$2,417	\$36,261
State/Municipal Revenue Sharing	\$1,172	\$17,586
Total	\$16,336	\$245,039

TABLE 4

<b>PROJECTED TAX SHIFT BY YEAR</b>				
	<b>EPS Education Shift</b>	<b>Revenue Sharing Shift</b>	<b>County Tax Shift</b>	<b>Total Tax Shift</b>
0 (2012)				

1 (2013)	\$ -	\$ -	\$ -	\$ -
2 (2014)	\$ -	\$ -	\$ -	\$ -
3 (2015)	\$ 17,303	\$ 1,591	\$ 2,631.96	\$ 21,526
4 (2016)	\$ 17,303	\$ 1,591	\$ 2,742.36	\$ 21,636
5 (2017)	\$ 17,303	\$ 1,591	\$ 2,857.40	\$ 21,751
6 (2018)	\$ 17,303	\$ 1,591	\$ 2,977.26	\$ 21,871
7 (2019)	\$ 17,303	\$ 1,591	\$ 3,102.15	\$ 21,996
8 (2020)	\$ 17,303	\$ 1,591	\$ 3,232.27	\$ 22,126
9 (2021)	\$ 17,303	\$ 1,591	\$ 3,367.86	\$ 22,261
10 (2022)	\$ 17,303	\$ 1,591	\$ 3,509.13	\$ 22,403
11 (2023)	\$ 17,303	\$ 1,591	\$ 3,656.33	\$ 22,550
12 (2024)	\$ 17,303	\$ 1,591	\$ 3,809.71	\$ 22,703
13 (2025)	\$ 6,921	\$ 638	\$ 1,588.01	\$ 9,147
14 (2026)	\$ 5,191	\$ 479	\$ 1,241.00	\$ 6,910
15 (2027)	\$ 3,461	\$ 319	\$ 862.05	\$ 4,642
16 (2028)	\$ 1,730	\$ 160	\$ 449.12	\$ 2,339
17 (2029)	\$ 865	\$ 80	\$ 233.98	\$ 1,179
<b>TOTAL</b>	<b>\$ 191,193</b>	<b>\$ 17,586</b>	<b>\$ 36,261</b>	<b>\$ 245,039</b>
<b>Average Annual</b>	<b>\$ 12,746</b>	<b>\$ 1,172</b>	<b>\$ 2,417</b>	<b>\$ 16,336</b>

See also **Exhibit E**.

§ 3.6 Financial and Statistical Data.

A summary of financial and statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District is set forth in **Exhibit C** "Statutory Requirements & Thresholds, is attached hereto. Additional information is set forth below:

- A. Total value of equalized taxable property in Hampden as of April 1, 2012: \$572,461,000;
- B. Original Assessed Value (OAV) of taxable property in all existing and proposed tax increment financing districts as of March 31<sup>st</sup> of tax year preceding the District's designation: \$1,378,300.
- C. Percentage of total value of equalized taxable property represented by aggregate value of all equalized taxable property in all existing and proposed tax increment financing districts (i.e., item (b) divided by item (a) expressed a percentage): 0.24%.

Attached hereto as **Exhibit D** is the certification of original assessed value by the Assessor of the Town of Hampden in accordance with the requirements of 30-A M.R.S.A. § 5227(2).

## ARTICLE IV PHYSICAL DESCRIPTION

### § 4.1 Physical Description of District.

The **geographic boundaries** of the District consist of the entire 13 acre parcel defined by the Town of Hampden as Tax Map 10, Lot 50. A locational map, attached as **Exhibit A-1** and a site-specific map, attached as **Exhibit A-2** delineate the District boundaries.

A. At least 25%, by area, of the real property within the development district is in need of rehabilitation, redevelopment or conservation work, or is suitable for commercial use.

B. The District does not exceed 2% of the total acreage of the Town, and the total of all development districts in the Town do not exceed 5% of the total acreage of the Town.

C. The original assessed value of a proposed tax increment financing district plus the original assessed value of all existing tax increment financing districts within the municipality will not exceed 5% of the total value of taxable property within the municipality as of April 1 preceding the date of the commissioner's approval of the designation of the proposed tax increment financing district, as shown by § 3.6. above.

D. The aggregate value of municipal general obligation indebtedness financed by the proceeds from tax increment financing districts will not exceed \$ 50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, as shown by § 3.5.

## ARTICLE V MUNICIPAL APPROVALS

### § 5.1 Public Hearing.

A copy of the Notice of Public Hearing held in accordance with the requirements of 30-A M.R.S.A. § 5226 is attached hereto as **Exhibit G**. The Notice was published in the Bangor Daily News, a newspaper of general circulation in Hampden on **September 7, 2012**, a date at least 10 days prior to the public hearing. The public hearing was held on **September 17, 2012**.

### § 5.2 Authorizing Votes.

A copy of the Hampden Town Clerk's statement indicating that the Hampden Town Council approved the creation of the municipal tax increment financing district, designating the district, and adopting the development plan is attached hereto as **Exhibit H**. The vote took place on **September 17, 2012**.

The undersigned members of the Hampden Town Council certify that all of the information contained herein is true and correct to the best of their knowledge.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**HAMPDEN TOWN COUNCIL**

\_\_\_\_\_  
Janet M. Hughes, Mayor

\_\_\_\_\_  
Andre E. Cushing, III, Deputy Mayor

\_\_\_\_\_  
Thomas B. Brann, Councilor

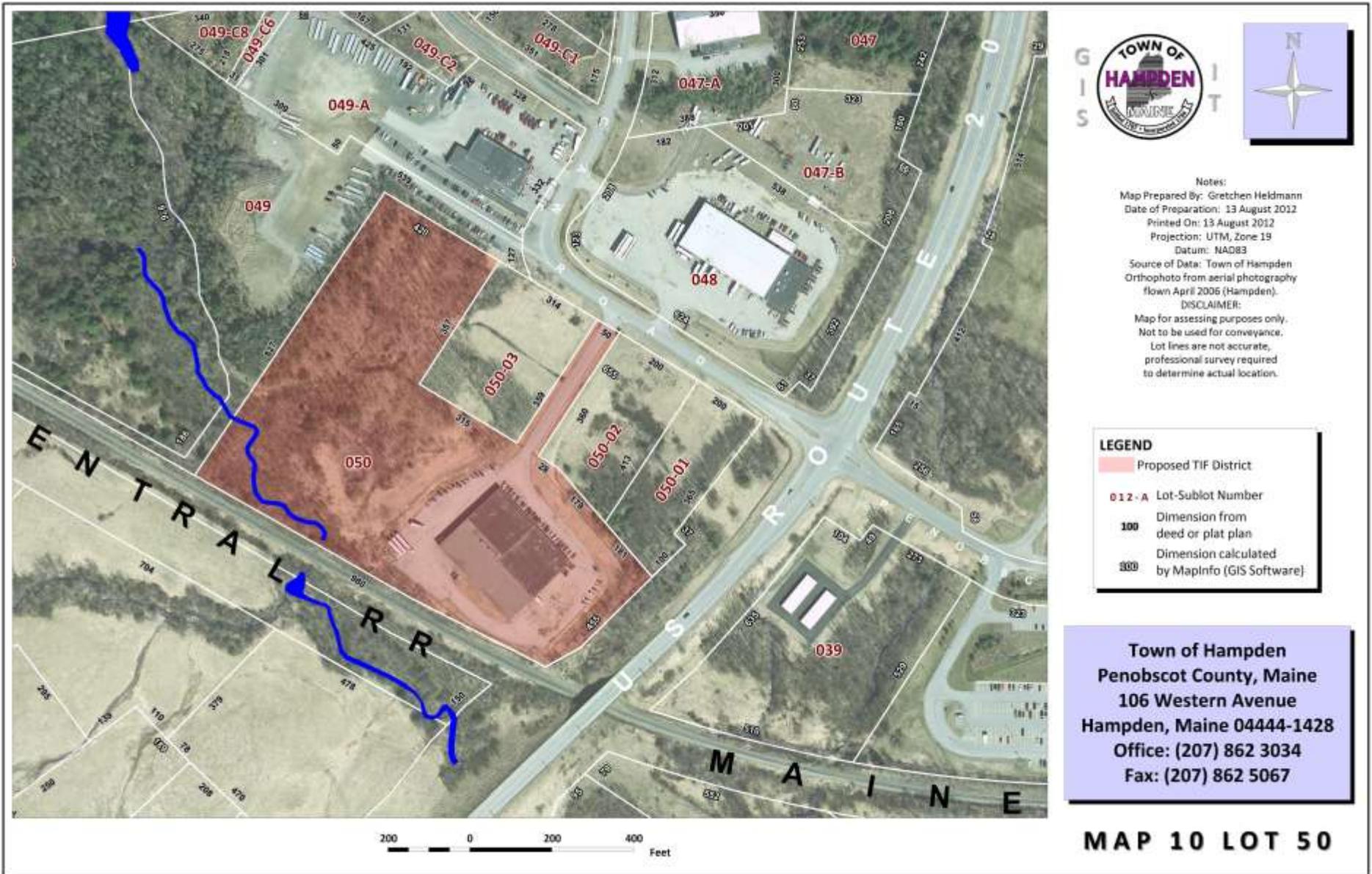
\_\_\_\_\_  
Kristen L. Hornbrook, Councilor

\_\_\_\_\_  
Jean H. Lawlis, Councilor

\_\_\_\_\_  
Jeremy Williams, Councilor

\_\_\_\_\_  
Shelby Wright, Councilor





**EXHIBIT B**  
**– Municipal TIF Investment Plan**

Project	Eligibility Under Title 30-A	Estimated Cost
<b>Costs of Improvements Made Within District</b>		
No Municipal Improvements within District boundaries	NA	NA
<b>Costs of Improvements Directly Related to or Made Necessary by District</b>		
None	none	None
<b>Community-Wide Municipal Investments</b>		
<p><b>Costs associated with municipal economic development, environmental improvements or employment training.</b></p> <ul style="list-style-type: none"> <li>• Costs of funding economic development programs or events developed by the municipality or funding the marketing of the municipality as a business or arts location;</li> </ul> <p>With the establishment of its first Community and Economic Development Department in 2007, and the subsequent hiring of a full time (staff) Director, the Town has a number of initiatives that are staffed exclusively by the Department to be funded with these TIF resources:</p> <ol style="list-style-type: none"> <li>1. The implementation of a Business Expansion and Retention Program, established in 2009, which is intended to utilize the Hampden Business Association (local association) as a sounding board for proposed or amended land use regulation in order to minimize negative impacts of well intended regulatory provisions on existing and future business.</li> <li>2. With the completion of the newly developed Hampden Waterfront slated for August 2013, these resources will provide opportunity for staff support of seasonal and annual events, such as fairs, markets, and shop local related initiatives.</li> <li>3. The ongoing marketing and promotion of the Hampden Business Park as the premiere location for small scale manufacturing, assemblage, and service related businesses.</li> <li>4. The Town is scheduled to close on the purchase of the former Hampden Academy in late 2012. This property consists of 26 acres of river front land in the heart of the community. This will add considerable land area to the community to be marketed for business development.</li> </ol>	<p>30-A § 5225 1.C.(1)</p>	<p><b>Estimated dollar value</b> \$ 134,513 Allocated for staff support to advance identified initiatives.</p> <p>Average \$8,968 per year</p>

**EXHIBIT B**  
**Municipal TIF Investment Plan**

<ul style="list-style-type: none"> <li>• Costs relating to planning, design, construction, maintenance, grooming and improvements to new or existing recreational trails determined by the department to have significant potential to promote economic development, including bridges that are part of the trail corridor, used all or in part for all-terrain vehicles, snowmobiles, hiking, bicycling, cross-country skiing or other related multiple uses;</li> </ul> <p>Trail systems within the Town of Hampden as more prevalent than in most communities. The community is home to a number of parks, with facilities and trails, which serve as a destination for family picnicking and recreational enjoyment. In addition to the existing trail structure which needs to be maintained, the community faces two major opportunities for which these resources would be vital:</p> <ol style="list-style-type: none"> <li>1. Hampden Turtle Head Park slated to open in August of 2013, as part of the newly development Hampden waterfront will contain a trail system, which allows access to and around the peninsula. This trail system, once constructed, is intended to contain signage indicating both environmental and historic significance. The new park, which will contain a newly constructed parking lot, kayak launch, boat ramp, and bathroom facilities, will offer an area of approximately 9 acres for trails and recreational enjoyment. The new park will be accessible by both car and boat. The planning, design, construction and maintenance of this trail system is vital to offering an attractive destination for the boater and family. This new waterfront will be a destination for the region and visitor to Hampden. These TIF resources will provide funding for staff support to advance this development initiative.</li> <li>2. The recently completed 2010 Comprehensive Plan has identified an area of land, currently owned by the Town of Hampden, as the location of a future Town Forest. It is the expressed intent of the community to develop a parking area and multi-purpose trail system in order to provide access to this public land for hiking, mountain biking and recreational activities and attract people to the community. These TIF resources will provide funding for staff support to advance this development initiative.</li> </ol>	<p>30-A § 5225 1.C.(6)</p>	<p><b><u>Estimated dollar value</u></b> \$ 33,628</p>
<p><b>Total Municipal TIF Investment Plan Costs</b></p>		<p><b>\$168.141</b></p>

**EXHIBIT C**  
**STATUTORY REQUIREMENTS & THRESHOLDS**

<b>A. ACRE LIMITATION</b>		
1. Total Acreage of Municipality		24,000
2. Total Acreage of Proposed Municipal TIF District		13
3. Total <b>Downtown</b> acres contained in the Proposed Municipal TIF District		-0-
4. Total <b>Transit</b> acres contained in the Proposed Municipal TIF District		-0-
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4)		13
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1		.0054%
7. Total acreage of all existing and proposed municipal TIF districts in the municipality. Add A2 to sum of all existing TIF district acreage.		29.33
8. Total acreage of an existing or Proposed <b>Downtown</b> TIF District in the municipality.		-0-
9. Total acreage of all <u>existing</u> <b>Pine Tree Development Zone</b> TIF Districts in the municipality.		-0-
10. Total acreage of all existing or Proposed <b>Transit</b> TIF Districts in the municipality.		-0-
11. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9+A10 from A7.		29.33
12. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A11 by A1.		.012%
13. Total Acreage of all real property in the Proposed Municipal TIF District that is:		
(Note: a, b, or c must be at least 25%)	Acres	%
a. Blighted (Divide acres by A2)		-0-
b. In need of rehabilitation/conservation (Divide acres by A2)		-0-
c. Suitable for industrial/commercial site (Divide acres by A2)		100%
<b>TOTAL</b>		
<b>B. VALUATION LIMITATION</b>		
1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1<sup>st</sup></i>		572,461,000
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. <i>Use March 31<sup>st</sup> of tax year preceding date of municipal designation</i>		1,378,300
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. <i>Add b2 to sum of all existing TIF district OAVs</i>		1,580,300
4. OAV of an existing or proposed <b>Downtown</b> TIF District in the municipality.		-0-
5. OAV of all <u>existing</u> <b>Pine Tree Development Zone</b> TIF Districts in the municipality.		-0-
6. OAV of all existing or Proposed <b>Transit</b> TIF Districts in the municipality.		-0-
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap <i>Subtract B4+B5+B6 from B3</i>		1,580,300
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) <i>Divide B7 by B1</i>		0.276%



Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-3034  
Fax: (207) 862-5067  
email: info@hampdenmaine.gov

**CERTIFICATE  
TOWN OF HAMPDEN, MAINE  
TOWN ASSESSOR**

The undersigned Town Assessor for the Town of Hampden, Maine does hereby certify pursuant to the provisions of 30-A M. R. S. A. Section 5227(2) that the assessed value of the University Club, LLC (Dennis Paper), as described in the Development Program to which this Certificate is included, was \$1,378,300 as of March 31, 2012.

Land Value	= \$ 217,000
Improvements	= \$1,151,300
Total	= \$1,378,300

The undersigned further certifies that the tax map and municipal map on which the District is delineated and which are attached to the Development Program are accurate depictions of the District and the Municipality.

**IN WITNESS WHEREOF**, this Certificate has been executed as of this 23<sup>rd</sup> day of August, 2012.

Town of Hampden, Maine

  
Kelly J. Karter, CMA  
Hampden Assessor

		Estimated Annual Investment	Projected Cumulative Investment	Projected Increase in Annual Assesed Value		Annual Assessed Value Retained	
				Real Property	Projected Annual Assessed Value	%	\$ Amount
base	2012-2013	\$ 2,250,000	\$ 2,250,000				
1	2013-2014		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
2	2013-2015		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
3	2015-2016		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
4	2016-2017		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
5	2017-2018		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
6	2018-2019		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
7	2019-2020		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
8	2020-2021		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
9	2021-2022		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
10	2022-2023		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	100%	\$ 2,250,000
11	2023-2024		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	40%	\$ 900,000
12	2024-2025		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	30%	\$ 675,000
13	2025-2026		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	20%	\$ 450,000
14	2026-2027		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	10%	\$ 225,000
15	2027-2028		\$ 2,250,000	\$ 2,250,000	\$ 2,250,000	5%	\$ 112,500
16	2028-2029						
17	2029-2030						
<b>15 Yr.</b>	<b>Cumulative Avg. Annual</b>	\$ 2,250,000		\$ 2,250,000	\$ 2,250,000		\$ 1,657,500

**ASSUMPTIONS**

Years in projection 15  
 Mill Rate (per thousand) 15.90  
 Original Assessed Valuation \$1,378,300  
 Years 16 and 17 shown for tax shift purposes only.

		Town Revenues							Company TIF Allocation	
		Mil Rate	Gross New Taxes	Total TIF Revenues	New General Fund	TIF %	TIF Revenues	Total Town Revenues	%	TIF Revenues
base	2012-2013									
1	2013-2014	15.90	\$ 35,775	\$ 35,775	\$ -	23.0%	\$ 8,228	\$ 8,228	77.0%	\$ 27,547
2	2013-2015	15.90	\$ 35,775	\$ 35,775	\$ -	23.0%	\$ 8,228	\$ 8,228	77.0%	\$ 27,547
3	2015-2016	15.90	\$ 35,775	\$ 35,775	\$ -	23.0%	\$ 8,228	\$ 8,228	77.0%	\$ 27,547
4	2016-2017	15.90	\$ 35,775	\$ 35,775	\$ -	23.0%	\$ 8,228	\$ 8,228	77.0%	\$ 27,547
5	2017-2018	15.90	\$ 35,775	\$ 35,775	\$ -	23.0%	\$ 8,228	\$ 8,228	77.0%	\$ 27,547
6	2018-2019	15.90	\$ 35,775	\$ 35,775	\$ -	50.0%	\$ 17,888	\$ 17,888	50.0%	\$ 17,888
7	2019-2020	15.90	\$ 35,775	\$ 35,775	\$ -	50.0%	\$ 17,888	\$ 17,888	50.0%	\$ 17,888
8	2020-2021	15.90	\$ 35,775	\$ 35,775	\$ -	50.0%	\$ 17,888	\$ 17,888	50.0%	\$ 17,888
9	2021-2022	15.90	\$ 35,775	\$ 35,775	\$ -	50.0%	\$ 17,888	\$ 17,888	50.0%	\$ 17,888
10	2022-2023	15.90	\$ 35,775	\$ 35,775	\$ -	50.0%	\$ 17,888	\$ 17,888	50.0%	\$ 17,888
11	2023-2024	15.90	\$ 35,775	\$ 14,310	\$ 21,465	100.0%	\$ 14,310	\$ 35,775	0.0%	\$ -
12	2024-2025	15.90	\$ 35,775	\$ 10,732	\$ 25,043	100.0%	\$ 10,732	\$ 35,775	0.0%	\$ -
13	2025-2026	15.90	\$ 35,775	\$ 7,155	\$ 28,620	100.0%	\$ 7,155	\$ 35,775	0.0%	\$ -
14	2026-2027	15.90	\$ 35,775	\$ 3,577	\$ 32,198	100.0%	\$ 3,577	\$ 35,775	0.0%	\$ -
15	2027-2028	15.90	\$ 35,775	\$ 1,788	\$ 33,987	100.0%	\$ 1,788	\$ 35,775	0.0%	\$ -
16	2028-2029									
17	2029-2030									
<b>Cumulative</b>			\$ 536,625	\$ 395,312	\$ 141,313		\$ 168,141	\$ 309,454		\$ 227,171
<b>15 Yr.</b>	<b>Avg. Annual</b>		\$ 35,775	\$ 26,354	\$ 9,421		\$ 11,209	\$ 20,630		\$ 15,145

Company 10-year average annual= \$ 22,717.13

		State/County Projected Tax Shift			
		EPS Education Shift	Revenue Sharing Shift	County Tax Shift	Total Tax Shift
base	2012-2013				
1	2013-2014	\$ -	\$ -	\$ -	\$ -
2	2013-2015	\$ -	\$ -	\$ -	\$ -
3	2015-2016	\$ 17,303	\$ 1,591	\$ 2,631.96	\$ 21,526
4	2016-2017	\$ 17,303	\$ 1,591	\$ 2,742.36	\$ 21,636
5	2017-2018	\$ 17,303	\$ 1,591	\$ 2,857.40	\$ 21,751
6	2018-2019	\$ 17,303	\$ 1,591	\$ 2,977.26	\$ 21,871
7	2019-2020	\$ 17,303	\$ 1,591	\$ 3,102.15	\$ 21,996
8	2020-2021	\$ 17,303	\$ 1,591	\$ 3,232.27	\$ 22,126
9	2021-2022	\$ 17,303	\$ 1,591	\$ 3,367.86	\$ 22,261
10	2022-2023	\$ 17,303	\$ 1,591	\$ 3,509.13	\$ 22,403
11	2023-2024	\$ 17,303	\$ 1,591	\$ 3,656.33	\$ 22,550
12	2024-2025	\$ 17,303	\$ 1,591	\$ 3,809.71	\$ 22,703
13	2025-2026	\$ 6,921	\$ 638	\$ 1,588.01	\$ 9,147
14	2026-2027	\$ 5,191	\$ 479	\$ 1,241.00	\$ 6,910
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16	2028-2029	\$ 1,730	\$ 160	\$ 449.12	\$ 2,339
17	2029-2030	\$ 865	\$ 80	\$ 233.98	\$ 1,179
<b>Cumulative</b>		<b>\$ 191,193</b>	<b>\$ 17,586</b>	<b>\$ 36,261</b>	<b>\$ 245,039</b>
<b>15 Yr.</b>	<b>Avg. Annual</b>	<b>\$ 12,746</b>	<b>\$ 1,172</b>	<b>\$ 2,417</b>	<b>\$ 16,336</b>

## **TAX SHIFT FORMULAS**

It is required during any application for designation as a tax increment financing district to calculate tax shifts that result from the creation of the District. These tax shifts are noted in the following basic formulae that use local property tax valuation as a basis for calculations. These formulae provided by DECD are:

- Municipal Share of County Taxes
- Revenue Sharing
- Education Costs

The following is the process used to derive these tax shifts.

### **County Tax Shift**

In order to produce this result, information must be obtained from the Maine Revenue Services and the County government of which the District will reside in. First, the most recent County State Valuation was obtained. The annual Captured Assessed Value for the District for over life of the project was then projected. The annual Captured Assessed Value was then divided by the Current County State Valuation. To find the estimated average county tax over the life of the District, the County Tax for the Town for the last five years was collected. The average change is then determined and projected over the districts life. This projected tax is multiplied by the factor developed above to arrive at the County Tax Shift.

$$\frac{\text{(Captured Assessed Value)}}{\text{(Captured Assessed Value + Current County State Valuation)}} \times \text{Estimated Average Annual County Tax}$$

### **Revenue Sharing Shift**

The total Municipal Revenue Sharing amount was obtained from the State Treasurer in order to complete the following formula:

**Step 1:**

$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

**Step 2:**

$$\frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{Captured Assessed Value}} = \text{Adjusted Factor}$$

**Step 3:**

$$\frac{\text{Current Factor}}{\text{Adjusted Factor}} = 1.X$$

**Step 4:**

$$1.X - 1.0 = .X$$

**Step 5:**

$$.X (\text{Total Municipal Revenue Sharing Amount}) = \text{Revenue Sharing Shift}$$

**Education Tax Shift**

Projections of Education subsidy was developed based upon the EPS education funding formula and holding all municipal valuations constant. The estimated captured assessed value was then added to current value for the applicant municipality, holding all other values constant as in step 1 above. Projections of Education subsidy, based upon the EPS education funding formula, was then developed using municipal valuations inclusive of the captured assessed value. The difference between the first projection and the second represents the estimated education shift

**Exhibit G [To be replaced with copy of actual published Notice]**

**TOWN OF HAMPDEN  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Hampden Town Council will hold a public hearing on September 17, 2012, at 7:00 p.m. at the Town Council Chambers, 106 Western Avenue, Hampden, Maine to receive public comments on the designation of its proposed Dennis Paper & Foods Municipal Development and Tax Increment Financing District and the adoption of a development program for the said District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The proposed District consists of approximately 13 (+/-) acres of land and located on Tax Map 10, Lot 50.

A copy of the proposed development program for the District will be on file with the Hampden Town Clerk prior to the public hearing and may be reviewed at the offices of the Hampden Town Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

State of Maine  
Notice of General and Referendum Election  
Tuesday, November 6, 2012

C-2-a

Municipality Town of Hampden Voting District All

Voting Place Name Municipal Building Community Rm Voting Place Location 106 Western Avenue

Polls Open at 7:00 A.M. Polls Close at 8:00 P.M.

**Absentee Ballot Processing (check all that apply):**

Processed by:  Municipal Clerk (Centrally)  Warden (At polls)

**Date/Time of Processing (check all that apply):**

Day **Before** Election Day (11/5/12) \*  
1-Hour Inspection Time Period: 9:00 am to 10:00 am  
Time Processing Begins: 9:00 am or immediately following a requested inspection

**During** Election Day (11/6/12) Processing Time(s): 9:00 am; 11:00 am; 1:00 pm; 3:00 pm; 5:00 pm and 8:00 pm

**Only** after 8 p.m. on Election Day (11/6/12)

**Federal and State Offices To Be Voted On:**

**County Offices (Please list):**

President and Vice President  
United States Senator  
Representative to Congress, District 2  
State Senator, District 33  
State Representative, District 39

Register of Probate  
County Commissioner, District 2

**Questions To Be Voted On:**

**Question 1: Citizen Initiative**

Do you want to allow the State of Maine to issue marriage licenses to same-sex couples?

**Question 2: Bond Issue**

Do you favor an \$11,300,000 bond issue to provide funds for capital to build a diagnostic facility for the University of Maine System; for capital improvements and equipment, including machine tool technology, for the Maine Community College System; and for capital improvements and equipment at the Maine Maritime Academy?

**Question 3: Bond Issue**

Do you favor a \$5,000,000 bond issue to purchase land and conservation easements statewide from willing sellers for public land and water access, conservation, wildlife or fish habitat and outdoor recreation, including hunting and fishing and deer wintering areas, and to preserve working farmland and working waterfronts to be matched by at least \$5,000,000 in private and public contributions?

**Question 4: Bond Issue**

Do you favor a \$51,500,000 bond issue for improvements to highways and bridges, local roads, airports and port facilities, as well as for funds for rail access, transit buses and the LifeFlight Foundation, which will make the State eligible for at least \$105,600,000 in federal and other matching funds?

**Question 5: Bond Issue**

Do you favor a \$7,925,000 bond issue to be expended over 2 years for revolving loan funds for drinking water systems and for wastewater treatment facilities, which will make the State eligible to secure \$39,625,000 in federal grants?

A True Copy  
Attested

Denise R. Hodson  
(Signature of Municipal Clerk)

Date 9/11/2012

\*Clerk has read and will comply with the Uniform Guidelines for Securing Ballots and Other Materials.

dlr  
Clerk initials

Candidates - November 6, 2012

**TOWN COUNCIL:**

**Mark S. Cormier**  
333 Monroe Rd.  
P.O. Box 7

**James E. Davitt**  
25 Summer St.

**Carol S. Duprey**  
64 Monroe Rd.  
P.O. Box 214

**Kelly A. Paul**  
82 Town Farm Rd.

**David I. Ryder**  
315 Meadow Rd.

**William W. Shakespeare**  
1060 Western Ave.

**Gregory J. Sirois**  
89 Carmel Rd. South

**Shelby D. Wright**  
1385 Kennebec Rd.

**SAD #22 BOARD OF DIRECTORS:**

**Jacob D. Burns**  
114 Main Rd. South Apt.

**Richard S. Moore**  
11 Independence Ave.

**Jessica S. Scott**  
535 Western Ave.

**WATER DISTRICT BOARD OF TRUSTEES:**

**John P. Quesnel**  
9 Perry Rd.

C-3-b

**PURCHASE AND SALE AGREEMENT**

**MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22, Seller**

**and**

**TOWN OF HAMPDEN, MAINE, Buyer**

Property from SAD 22 to Town of Hampden: That certain parcel of land and the improvements thereon known as Hampden Academy located at 1 Main Road North, Hampden, Maine.

Property from Town of Hampden to SAD 22: As described in Exhibit C attached hereto.

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 13<sup>th</sup> of September, 2012, by and between S.A.D. No. 22, a Maine school administrative district with a place of business at 24 Main Road North, Hampden, Maine ("Seller"), and the Town of Hampden, a Maine municipality with a place of business at 106 Western Avenue, Hampden, Maine ("Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto, intending to be legally bound, agree as follows.

**1. Agreement to Sell and Purchase.** For the Consideration (as defined in Section 2 below) and subject to the terms and conditions hereof, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, fee simple absolute title to all and singular the following (which are herein sometimes collectively referred to as the "Property"):

(a) those certain tracts of land, collectively situated at and known as 1 Main Road North, Hampden, Maine, which tracts are more particularly described in Exhibit "A" hereto (the "Land");

(b) the buildings, structures, improvements and fixtures erected or located on the Land as of the date of this Agreement (collectively, the "Improvements");

(c) the electric, heating, air conditioning, ventilation, plumbing, sprinkler and other systems and fixtures attached to or otherwise appurtenant to the Improvements or the Land as of the date of this Agreement;

(d) the personal property (the "Personal Property") listed on Exhibit "B" attached; and

(e) the tenements, hereditaments, appurtenances, rights of way, strips, gores, easements, rights and privileges in any way pertaining or beneficial to the Land or Improvements.

**2. Consideration.** The consideration for the Property ("Consideration") is the conveyance from Buyer to Seller of that certain parcel of land and improvements thereon, if any, described in that certain deed recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263 (excepting and reserving therefrom the parcel of land conveyed by Buyer to The Cushing Family Corporation by deed dated December 19, 2005, recorded in said Registry of Deeds in Book 10254, Page 9) and as also described in Exhibit C attached hereto, (the "Town Parcel"), the condition of title to which shall be acceptable to Seller in Seller's sole discretion. The parties acknowledge and agree that the Town Parcel shall be conveyed subject to a sanitary sewer easement to be reserved by Buyer. Said easement shall be 50 feet wide, and shall be located in the approximate location shown on Exhibit D and shall be subject to reasonable terms and conditions as are customarily found in a transaction involving commercial parties. The easement will also include the right to cross the Town Parcel with workers and equipment for access to the sanitary sewer easement location solely for the purpose of the construction,

installation, maintenance and replacement of a sanitary sewer line and appurtenances within the easement. Town will be obligated to restore the Town Parcel to the greatest practical extent after the exercise of any of its reserved easement rights.

**3. Closing.** The closing of the conveyance of the Property pursuant to this Agreement ("Closing") shall be held at 10:00 A.M. prevailing local time on **September 20<sup>th</sup>, 2012** ("Closing Date"). Closing shall occur in Hampden, Maine at such specific location as determined by Seller.

**4. Condition of Title.**

(a) On the Closing Date, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements, encumbrances, leases, tenancies and other title objections except for the Permitted Encumbrances (as defined in paragraph (b) below). In addition, such title shall be insurable as aforesaid under the most current form ALTA Owner's Policy at regular rates.

(b) Buyer shall, by no later than **September 13, 2012 at 8:00 a.m.**, deliver to Seller a written statement of Buyer's objections to title, if any. Any matters not identified in any such statement shall be "Permitted Encumbrances." In the event Buyer identifies objections to title or survey, Seller shall have five (5) days after receipt of Buyer's written statement of objections to cure or satisfy such objections, and to furnish evidence satisfactory to Buyer and the Title Company that all such items have been cured or satisfied or that arrangements have been made with the Title Company and any parties in interest to cure or eliminate the same at or prior to Closing. If Seller does not or cannot cure or satisfy such objections within said five (5) day period, Buyer shall have the options set forth in paragraph (c) below.

(c) If title to the Property cannot be conveyed to Buyer in accordance with the requirements of this Agreement, then Buyer shall have the option of (i) taking such title as Seller can convey and waiving the unfulfilled conditions, if any, or (ii) if a title objection relates to a material defect in title, terminating this Agreement, in which event neither party shall have any further liabilities or obligations hereunder. For the avoidance of doubt, Seller shall have no obligation to cure any Buyer title objection.

**5. Condition of the Property.**

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

such warranties, guaranties, promises, statements, representations or information are expressly and specifically set forth in this Agreement. All representations, warranties, understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND FOREVER DISCHARGES SELLER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE SELLER FROM CLAIMS RELATING TO FRAUD. PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF ANY LIABILITY OR RESPONSIBILITY BY BUYER FOR ANY CLAIMS, LOSSES OR DEMANDS FOR WHICH THE CAUSE OF ACTION ACCRUED DURING SELLER'S OWNERSHIP OR OCCUPANCY OF THE PROPERTY. FURTHERMORE, THIS RELEASE DOES NOT RELEASE SELLER FROM ANY ACTION FOR CONTRIBUTION OR INDEMNIFICATION SHOULD ANY CLAIM BE MADE BY A THIRD PARTY AGAINST BUYER, AND BUYER HAS REASON TO BELIEVE THAT THE SELLER HAS OR HAD A LEGAL RESPONSIBILITY OR OBLIGATION TO THE THIRD PARTY RELATIVE TO THE CLAIM. PROVIDED FURTHER THAT THE LAST TWO SENTENCES OF THIS PARAGRAPH 5(b) SHALL NOT APPLY TO ANY CLAIM, CLAUSE, DEMAND, CAUSE OF ACTION OR LIABILITY RESULTING FROM OR RELATED TO ANY HAZARDOUS MATERIALS AND/OR OTHER CONDITION DISCLOSED TO THE BUYER INCLUDING WITHOUT LIMITATION THOSE HAZARDOUS MATERIALS AND/OR OTHER CONDITION DISCLOSED IN ENVIRONMENTAL SURVEYS OF THE PROPERTY BY CREDERE ASSOCIATES, LLC OR OTHER AGENCY.

(c) The provisions of this Section shall survive the Closing.

6. Maintenance and Security of Property. Seller shall be responsible for maintaining the Property in its current condition, reasonable wear and tear excepted, and for securing the same, through the Closing Date. Seller shall not make any modifications or alterations to the

Improvements, and shall not remove any of the property referred to in Section 1 (c) and (d) from the Property.

**7. Closing Documents.**

At Closing, Seller shall execute, notarize (where appropriate), and deliver to Buyer:

- (i) a fully executed and acknowledged Quitclaim Deed With Covenant;
- (ii) all documents reasonably required by the Title Company such as an owner's affidavit including a statement that all estate taxes have been paid, settled, and cleared, which are reasonably necessary in order for said title company to issue an ALTA form owner's title insurance policy to Buyer;
- (iii) a bill of sale conveying the Personal Property; and,
- (iv) any and all other documents customarily delivered by a seller in connection with similar transactions in Maine, and reasonably requested by Buyer,

At Closing, Buyer shall execute and deliver to Seller:

- (i) The Consideration; and,
- (ii) Any and all other documents customarily delivered by a buyer in connection with similar transactions in Maine, and reasonably requested by Seller.

**8. Possession.** At Closing, Seller shall deliver to Buyer actual possession of the Property subject to the Permitted Encumbrances and shall also deliver to Buyer any keys and lock combinations for any exterior and interior doors of the Improvements, as well as any codes and other information necessary to use and operate any electronic security, alarm, entry or other systems serving the Improvements.

**9. Transfer Taxes.** The parties expect that Buyer and Seller will be exempt at Closing from real estate transfer taxes.

**10. Apportionments.** All utilities, water rents and sewer rents and heating oil shall be prorated by Buyer and Seller at Closing based upon the applicable billing period for each such charge.

**11. Easements.** Seller shall grant Buyer at Closing any and all easements reasonably required by Buyer solely for access with prior notice to Seller to the sanitary sewer easements to be reserved by Buyer pursuant to Paragraph 2, in a form reasonably acceptable to Seller, over the land of Seller described in a deed recorded in the Penobscot County Registry of Deeds in Book 5059, Page 22 ("Access Parcel"). Buyer agrees to maintain the Access Parcel in the same condition as when the Buyer entered the Access Parcel.

**12. Insurance and Damage or Destruction.** During the term of this Agreement, Seller shall continue to insure the Property against loss or damage by fire or other causes covered by the standard form of fire insurance with extended coverage. Seller shall provide Buyer with a certificate of insurance evidencing compliance with the foregoing requirement. If the Improvements on the Property are damaged or destroyed by fire or other casualty prior to the Closing, Buyer may elect to terminate this Agreement, in which event neither party shall have any further liabilities or obligations hereunder. In the alternative, Buyer may elect to proceed with the acquisition of the Property, in which event any insurance proceeds shall be allocated as follows:

(a) Any insurance proceeds attributable to the damage or destruction of the historic Hampden Academy Building, the building housing the mechanical support for the Academy building (Wing #1), and the Skehan Center building shall be payable to, or assigned to, Buyer at Closing.

(b) Any insurance proceeds attributable to the damage or destruction of the other Improvements on the Property shall be used to fund the demolition and the removal and disposal of debris related to said Improvements.

(c) Any balance of insurance proceeds shall be retained by Seller.

**13. Brokers.** Buyer and Seller each represent to the other that it has not dealt with any broker or other person who may be entitled to a real estate broker's commission or a finder's fee in connection with this transaction. Seller and Buyer shall each defend, indemnify and hold the other harmless against all damages, liability, losses, costs and expenses incurred as a result of any claim for a commission or fee by any broker, agent, finder or person who shall have dealt with Seller or Buyer, as applicable, in connection with the transaction contemplated by this Agreement. This Section shall survive the Closing of this Agreement.

**14. Notices.** All notices (including without limitation approvals, consents and exercises of rights or options) required by or relating to this Agreement shall be in writing and shall be (1) personally delivered, (2) delivered by reputable overnight courier or mailed United States registered or certified mail, return receipt requested, postage prepaid, or (3) sent by email to the other respective party at its address below set forth, or at such other address as such other party shall designate by notice, and shall be effective when delivered to such address. Such notices shall be effective when dispatched, except that the time period within which any party may respond to a notice pursuant to this Agreement shall not commence until the earlier of such party's actual receipt of such notice, the third business day after dispatch in the case of notices by certified mail, or the first business day after dispatch for timely next day delivery by overnight delivery.

If to Buyer:

M.S.A.D. #22  
Attn: Richard A. Lyons  
24 Main Road North  
Hampden, Maine 04401

rlyons@sad22.us

With a copy to:

Robert P. Nadeau, Esquire  
Drummond Woodsum  
84 Marginal Way, Suite 600  
Portland, Maine 04101  
rnadeau@dwmlaw.com

If to Seller:

Town of Hampden  
Attn: Susan M. Lessard  
106 Western Avenue  
Hampden, Maine 04444  
manager@hampdenmane.gov

With a copy to:

Thomas A. Russell  
Farrell, Rosenblatt & Russell  
P.O. Box 738  
Bangor, Maine 04402-0738  
tar@frrlegal.com

**15. Recording.** A Memorandum of this Agreement may be recorded in the Penobscot County Registry of Deeds, or otherwise filed or made a matter of public record.

**16. Whole Agreement; Amendments; Survival.** This Agreement sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations, warranties and conditions. Any exhibits and riders referred to above constitute parts of this Agreement. No alteration, amendment, modification or waiver of any of the terms or provisions hereof, and no future representation or warranty by either party with respect to this transaction, shall be valid unless the same be in writing and signed by the party against whom enforcement of same is sought. Except for the provisions of this Agreement which expressly contemplate survival of the Closing or earlier termination of this Agreement, (a) none of the terms of this Agreement shall survive Closing or early termination of this Agreement, and (b) if the Closing occurs, the delivery and acceptance of the Closing Documents shall effect a merger and be deemed to establish the full performance of the parties hereunder.

**17. Counterparts.** This Agreement may be executed by the parties hereto in any number of separate counterparts, all of which, when delivered, shall together constitute one and the same Agreement.

**18. Holidays.** Wherever this Agreement provides for a date, day or period of time on or prior to which action or events are to occur or not occur, and if such date, day or last day of such period of time falls on a Saturday, Sunday or legal holiday, then same shall be deemed to fall on the immediately following business day.

**19. Governing Law.** This Agreement and all issues arising hereunder shall be governed by the laws of the State of Maine.

**20. Time of the Essence.** Time is of the essence of this Agreement.

**21. Preservation.** Buyer agrees to preserve in present or improved condition the Hampden Academy bronco statue on the Property and also to preserve the so-called "1843 building" located on the Property. Buyer agrees that any portion of the Property on which the bronco statue or the 1843 building is located will be conveyed subject to the covenant to preserve the bronco statue and the 1843 building found in this Paragraph 21.

[SIGNATURES ON NEXT PAGE]

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

**BUYER:**

TOWN OF HAMPDEN

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

**SELLER:**

S.A.D. NO. 22

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

## EXHIBIT A

Old Hampden Academy School Property  
1 Main Road North, Hampden, Maine

### **1. Old Hampden Academy School Buildings Parcel, Tax Map 36, Lot 075:**

FIRST: A certain lot or parcel of land with all the buildings thereon situated on the generally easterly side of U. S. Highway No. 1, sometimes called the Atlantic Highway, in Hampden, County of Penobscot, State of Maine, bounded and described as follows, viz: Beginning at a granite post in the easterly line of said Highway No. 1 and at the southwest corner of land now owned or occupied by Clara H. Young et al. formerly owned by Joshua Weston Hopkins; thence easterly along the generally southerly line of said Young land three hundred ninety-two feet (392'), more or less, to a granite post in the northeast corner of the premises herein described, commonly called the Hampden Academy lot; thence southerly along the westerly line of said Young land three hundred thirty-two feet (332'), more or less, to a granite post in the northerly line of land now owned and occupied by George A. Hamlin, formerly owned by Horace Atwood; thence westerly along a chain steel fence in the north line of said Hamlin land three hundred sixty-three feet (363'), more or less, to the easterly line of said Highway No. 1; thence northerly along the easterly line of said Highway No. 1, and following the curve of said Highway No. 1 to the granite post begun at. The above described premises are commonly called the Hampden Academy lot, and the description and references to adjacent land owners are in accordance with the occupation of this lot on March 2, 1953.

SECOND: A certain lot or parcel of land situated in Hampden, County of Penobscot, State of Maine, bounded and described as follows, viz: Beginning at a stone at the northeasterly corner of the Hampden Academy land (described in Vol. 651, Page 162) thence about South  $63^{\circ} 45'$  East, continuing the same line as the northeasterly line of said Hampden Academy land, two hundred sixty-seven and twenty-two hundredths feet (267.22'), more or less, to a bolt, thence diverging southwesterly by an interior angle of  $88^{\circ} 8'$  one hundred forty-nine feet (149'), more or less, to a bolt in the line of a wall, thence diverging northwesterly by an interior angle of  $91^{\circ} 45'$ , and running along the line of the wall sixty-nine and fifty-six hundredths feet (69.56'), more or less, to a bolt, thence diverging westerly  $47^{\circ} 44'$  along the line of a wall two hundred forty-three and two tenths feet (243.2'), more or less, to a stone, thence diverging northwesterly  $48^{\circ} 11'$  seventy-three and forty-eight hundredths feet (73.48'), more or less, along the line of a wall to a steel post at the southeasterly end of the fence on the southwesterly side of said Academy land, said post being the southerly corner of said Academy land, thence diverging northeasterly by an interior angle of  $82^{\circ} 48'$  three hundred thirty and twenty-two hundredths feet (330.22'), more or less, to the place of beginning, containing one and fifty-five hundredths (1.55) acres, more or less.

THIRD: A certain lot or parcel of land situated in Hampden, County of Penobscot, State of Maine, bounded and described as follows, viz: Beginning at a stone in the most southerly corner of that parcel of land conveyed to said Hampden Academy by Clara H. Young and Warren D. Young by deed dated October 25, 1955 recorded in Penobscot County Registry of Deeds, December 1, 1955, Vol. 1511, Page 68; thence northeasterly along the southerly line of said

parcel described in Vol. 1511, Page 68, two hundred forty-three and two tenths feet (243.2') along the line of a wall to a new bolt; thence diverging easterly  $47^{\circ} 44'$  along the line of a wall forty-six feet to a point; thence southwesterly parallel with the first described bound and thirty-three (33) feet southerly therefrom two hundred forty-three and two tenths feet (243.2') to a point; thence northwesterly in the extension of the southwesterly line of said Academy land forty-six feet (46') to the point of beginning. The above described parcel is a strip of land two (2) rods in width adjacent to the southerly line of the Hampden Academy parcel of land described in said Vol. 1511, Page 68.

FOURTH: A certain lot or parcel of land located in the Town of Hampden, County of Penobscot, State of Maine, and being more particularly bounded and described as follows: Beginning at a point on the southeasterly sideline of Route 1-A in said Town of Hampden, said point being marked by a granite fence post and being located at the most northwesterly end of the boundary line separating land of Hannaford Bros. Co. from Trustees of Hampden Academy; thence southeasterly and along the boundary line of land of said Hannaford Bros. Co. and Trustees of Hampden Academy for a distance of six hundred and fifty-nine and sixteen hundredths feet (659.16'); thence North  $30^{\circ} 00'$  East for a distance of four hundred twenty-nine and thirteen hundredths feet (429.13') to a point on the southwesterly sideline of land now or formerly of one Emery; thence northwesterly and on a course of North  $60^{\circ} 43'$  West for a distance of one hundred and sixty-six and fifty-three hundredths feet (166.53') to a point; thence southwesterly and on a course of South  $27^{\circ} 48'$  West for a distance of four hundred thirty-three and twelve hundredths feet (433.12') to a point on the first course line described above; thence southeasterly and on said course of South  $62^{\circ} 12'$  East for a distance of one hundred fifty feet (150') to a point, said point being the most southerly corner of land of Hannaford Bros. Co.

SEVENTH: A certain lot or parcel of land situated in Hampden, County of Penobscot, State of Maine, and bounded and described as follows: Beginning at a point on the northwesterly line of land now or formerly owned by the Hampden Academy, said point being the easterly corner of land now or formerly owned by Hannaford Bros. Co., thence South  $27^{\circ} 48' 00''$  West along land of said Hampden Academy two hundred sixteen and fifty-six hundredths feet (216.56') to a point; thence North  $60^{\circ} 43' 00''$  West forty and no hundredths feet (40.00') to a point; thence North  $27^{\circ} 48' 00''$  East two hundred sixteen and fifty-six hundredths feet (216.56') to the northeasterly line of said Hannaford Bros. Co.; thence South  $60^{\circ} 43' 00''$  East forty and no hundredths feet (40.00') to the point of beginning.

The above parcels are the same as set forth in a Warranty Deed from Trustees of Hampden Academy to School Administrative District No. 22, dated December 31, 1969 and recorded in the Penobscot County Registry of Deeds in Book 2175, Page 428.

ALSO CONVEYING: A certain lot or parcel of land located in Hampden, County of Penobscot, State of Maine, and being more particularly described as follows, viz: Beginning at the southeast corner of land conveyed to Hardy Associates, Inc. by Hannaford Bros. Co. by deed dated December 16, 1964, recorded in Penobscot County Registry of Deeds, Vol. 1982, Page 398 and at the generally easterly end of the boundary line separating land of said Hardy Associates, Inc. from said Hampden Academy; thence North  $27^{\circ} 48'$  East at an angle of  $90^{\circ}$  to said boundary

line, two hundred sixteen and fifty-six hundredths feet (216.56') to a point; thence North 60° 43' West, at an interior angle of 91° 29', forty feet (40') to a point; thence South 27° 48' West, parallel with said first described bound, two hundred sixteen and fifty-six one hundredths feet (216.56'), more or less, to said first described boundary line between Hardy Associates, Inc. and Hampden Academy; thence South 62° 12' East, at an interior angle of 90° along said boundary line, forty feet (40') to the point of beginning.

Meaning and intending hereby to convey a strip of land forty feet (40') in width extending southerly from the most southeasterly end of that parcel of land conveyed by Hannaford Bros. Co. to Hardy Associates, Inc. by deed dated December 16, 1964, and recorded in Penobscot County Registry of Deeds, Vol. 1982, Page 398. Said forty foot strip of land is the same conveyed by Quitclaim Deed with Covenant from Hardy Associates, Inc. to the Trustees of Hampden Academy, dated December 19, 1967 and recorded in the Penobscot County Registry of Deeds in Book 2122, Page 770, and to have been included in said Warranty Deed from Trustees of Hampden Academy to School Administrative District No. 22, dated December 31, 1969 and recorded in the Penobscot County Registry of Deeds in Book 2175, Page 428.

Excepting from Parcel "Seventh" and the last parcel above described, the following strip of land conveyed by School Administrative District No. 22 to Hardy Associates, Inc. by Quitclaim Deed with Covenants dated June 11, 1985 and recorded in the Penobscot County Registry of Deeds in Book 3673, Page 102:

A certain lot or parcel of land situated in Hampden, County of Penobscot, State of Maine, bounded and described as follows, viz: Beginning at a point marking the southwesterly corner of a parcel of land conveyed by Hardy Associates, Inc. to the Trustees of Hampden Academy dated December 19, 1967 and recorded in the Penobscot Registry of Deeds in Vol. 2122, Page 770; thence North 27° 48' East, a distance of four hundred thirty-three and twelve one hundredths feet (433.12') to the northwesterly corner of a parcel of land conveyed by Hannaford Bros. Co. to the Trustees of Hampden Academy dated December 15, 1966 and recorded in said Registry of Deeds in Vol. 2122, Page 766; thence South 60° 43' East, a distance of twenty feet (20') to a point; thence South 27° 48' West four hundred thirty-three and twelve one hundredths feet (433.12') to a point; thence North 62° 13' West twenty feet (20') to the point of beginning.

## **2. Hampden Academy Soccer Field Parcel, Tax Map 41, Lot 004:**

A certain lot or parcel of land with any buildings thereon situated easterly of, but not adjacent to, the easterly side of U. S. Highway No. 1, in Hampden, County of Penobscot, State of Maine, and being the same premises conveyed by a Warranty Deed from Lawrence M. Noyes to School Administrative District No. 22, dated June 11, 1976 and recorded in the Penobscot County Registry of Deeds in Book 2656, Page 57, together with a right of way as set forth therein, from the westerly line of the herein conveyed Soccer Fields Parcel, across land referenced below (being the Portable Classroom Parcel), to the easterly side of U.S. Route 1A.

Subject to a Notice of Intention to Layout Sewer, recorded on March 3, 1983 in the Penobscot County Registry of Deeds in Book 3371, Page 76; an Order of Condemnation of Property Rights

for Sewer, recorded on March 22, 1983 in the Penobscot County Registry of Deeds in Book 3376, Page 1; and to an easement from School Administrative District No. 22 to the Town of Hampden, recorded on March 30, 1983 in the Penobscot County Registry of Deeds in Book 3378, Page 7.

**3. Portable Classrooms Parcel, Tax Map 41, Lot 005:**

A certain lot or parcel of land with all the buildings thereon situated easterly of, but not adjacent to, the easterly side of U. S. Highway No. 1, in Hampden, County of Penobscot, State of Maine, and being the same premises conveyed by a Warranty Deed from the Trustees of Hampden Academy to School Administrative District No. 22, dated October 1, 1975 and recorded in the Penobscot County Registry of Deeds in Book 2606, Page 342.

Subject to a right of way over County Road (a/k/a U. S. Highway No. 1) to land along the river front, and to the use of said right of way in passing from said County Road to the Soccer Fields Parcel as set forth in the above referenced deed recorded in Book 2606, Page 342.

## **EXHIBIT B**

### **LIST OF PERSONAL PROPERTY**

Bleachers

Bronco statue

Basketball hoops

Scoreboards

    In gym

    On field

Cafeteria and kitchen equipment and associated property

Lockers

## **EXHIBIT C**

Town of Hampden Property  
To Be Conveyed to School Administrative District No. 22  
Main Road South, westerly of Route 1A and southerly of Western Avenue, Hampden, Maine

A certain lot or parcel of land with any buildings thereon, situated in Hampden, County of Penobscot, State of Maine, being Lots 042-A and 043-B as shown on Town of Hampden Tax Map 6, containing approximately 60.9 acres, more or less, and being the same as set forth in a Quitclaim Deed with Covenant from Parkway Realty Development Corporation to the Town of Hampden, dated December 20, 1994 and recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263; together with and subject to all terms, conditions, rights and easements as set forth therein.

Excepted from the above referenced deed description is the 2.529 acres, more or less, conveyed by the Inhabitants of the Town of Hampden to The Cushing Family Corporation, in a deed dated December 19, 2005 and recorded in the Penobscot County Registry of Deeds in Book 10254, Page 9, containing Lots 46, 48, 50 and a lot labeled "Lot Retained" as set forth on the subdivision plan of Colonial Height Development, Phase 2, (amended) and recorded in the Penobscot County Registry of Deeds in Map File 2004-187.

**EXHIBIT D**



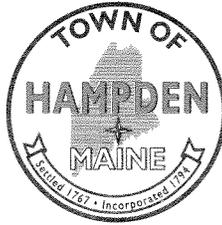
SOURCE:  
TOWN OF HAMPDEN GIS DEPARTMENT  
DATED JUNE 11, 2012

300' 0 300' 600'  
BAR SCALE  
1" = 300'  
CHECK GRAPHIC SCALE BEFORE USING

JOB NO: 21335706 DATE: JUNE 2012 SCALE: 1"=300'	TOWN OF HAMPDEN PUBLIC WORKS DEPARTMENT HAMPDEN, MAINE	<b>EASEMENT PLAN OPTION 1</b>  DESIGNED BY: JOW      CHECKED BY: JOW DRAWN BY: JOE         21.335706-U001_2.DWG	 One Merchants Plaza, Suite 501 Bangor, Maine 04401 800.564.2333   www.woodardcurran.com  COMMITMENT & INTEGRITY DRIVE RESULTS
	TOWN PARCEL EVALUATION		

FIGURE 1

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862  
Fax: (207) 862-50  
email: info@ham

C-3-d

September 12, 2012

Dear Hampden Town Council:

The purpose of this letter is to respond to your recent referral of the following item:

*Town of Hampden forwards the 2010 Comprehensive Plan to the Planning Board for recommendations with particular focus on the comprehensive land use policy amendments proposed by the Citizens Comprehensive Plan Committee, and the Planning Board's responsibility to rule on proposals before them, as to the proposal's consistency with the comprehensive plan.*

The Hampden Planning Board has reviewed the proposed 2010 Comprehensive Plan's comprehensive land use policy amendments as proposed by the Citizen's Comprehensive Plan Committee. Those elements were found to be well considered and generally an incremental change from the 2001 Comprehensive Plan.

The Hampden Planning Board has reviewed the 2010 Comprehensive Plan and the Planning Board's responsibility to rule on proposals before them, as to the proposal's consistency with the comprehensive plan. The Board discussed the 2010 Comprehensive Plan and generally found that the Board would be able to utilize the plan as drafted to evaluate proposed projects consistency with the Comprehensive Plan. The Board recommends that the Town Council have Town Attorney, Tom Russell develop a priority list of ordinance revisions and replacements needed to be consistent with the 2010 Comprehensive Plan. The Board recommends that priority be given to adjustment of land use ordinances that are not consistent with the 2010 Comprehensive Plan and that a priority list should be developed identifying what ordinances should immediately be modified in some way to be made consistent with the new plan. The Board recommends that in instances where land use ordinances specifically require the Planning Board to determine if an application is consistent with the 2010 Plan that the ordinance offer some parameters for the Board to consider rather than a universal reference to the plan.

The Hampden Planning Board made some general observations about the 2010 Comprehensive Plan that are also included here as well as several recommendations:

**Affordable Housing:** The Plan places considerable emphasis on affordable housing. The Board questions how that is to be accomplished. Is the intention to simply create incentives through subdivision and zoning ordinances such as density bonuses for developers or was there an intention to create some sort of mandatory requirement? The term "affordable housing" is found a number of times in the 2010 Comprehensive Plan. Since "affordable housing" is a State of Maine mandate the Planning Board recommends that the 2010 Plan should include a precise definition of the term "affordable housing".

Accomplishing the Goals of the 2010 Plan: The Hampden Planning Board identified an ambitious number of stated goals contained in the 2010 Plan and noted that accomplishing those goals represents an quantifiable amount of time and financial expense. It was suggested that any proposed project that requires additional resources or funding from the Town or State be noted and identified in the plan as to the amount of funding and sources.

As examples, the following projects are referenced.

2.3 Employment and Economy Implementation Strategies EE1, EE2, EE3, EE6, EE13, EE16, and EE18;

3.3 Housing Implementation Strategies (provide incentives for housing); H1 and H8;

4.3 Transportation Implementation Strategies (build alternative methods, sites vs. single passenger trips); T5, T9, T10, T11, T16, T17, and T18;

5.3 Recreation Implementation Strategies R2, R6 and R8;

6.3 Marine Resources Recommendations/Implementation Strategies MR8;

7.3 Water Resources Implementation Strategies WR13 (what would be the budget for materials, etc.?)

The Hampden Planning Board noted that the number of projects proposed is ambitious and may exceed the time capabilities of the town's staff if the intent is to pursue all of the stated recommendations of the plan within the timeframe laid out in the plan. As an example, the 2010 Comprehensive Plan assigns the Town Planner/Planning Board with more than 40 immediate projects, 13 ongoing projects, and 22 long term projects without the addition of any new projects. Thus, the Planning Board recommends that there be an effort to review those assigned projects to determine if the current staff and Planning Board has the time to complete the identified projects within the defined timeline. This would also lead to assigning a specific time (weeks, months or years) for each project, and more importantly, a priority system within each of the plan's currently stated times for the projects should be established. Perhaps some of those assigned projects might be accomplished with hired consultants if the Council determines that to be necessary to meet the prescribed timeline to accomplish the stated goals and objectives. The Planning Board suggests that in instances where a design or study would precede a large capital expense that the fiscal prudence be observed to not study and design Town projects that cannot be funded in the immediate future.

Clerical errors: The Hampden Planning Board noted that there were a number of clerical errors that they recommend be noted and corrected. They passed those specific comments on to the Town Planner but they are not all detailed here. Generally those issues include page numbering and citations in Book One, a citation to Section 14.8 (that should be 14.7). An error was noted in Book Two regarding the days that the Planning Board meets on. The Board noted that the Map Book should generally be addressed to improve the referencing and citations on the maps. For example the Current Land Use Map inadvertently cites the 2009 Comprehensive Plan.

Additional information provided for the plan: The Hampden Planning Board recommends that the Map Listing and Citation Information document the Town Planner provided the Board previously (essentially an index of the maps that was revised because of changes made by the Citizens Committee) become Appendix B of Book 2 and also become the Table of Contents of the Map Book.

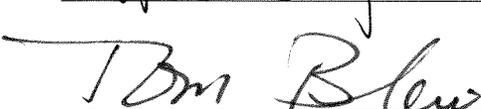
Respectfully submitted by the members of the Hampden Planning Board,

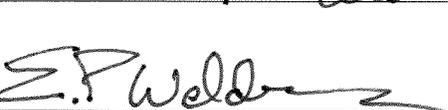
 \_\_\_\_\_ Chairman

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\_\_\_\_\_

\_\_\_\_\_

C-3-e

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**Kristen Hornbrook** <hornbrooktowncouncil@hampdenmaine.gov>

Wed, Sep 5, 2012 at 12:07  
PM

To: Susan Lessard <manager@hampdenmaine.gov>

Thank you,

I must have been confused as the agenda I received via e-mail for the Finance Committee did not include the minutes for the previous meeting. Perhaps those can be sent out with the Finance Committee agenda to Councilors in the future?

Also, I am wondering, and perhaps this is a question for the town Attorney, how is it that discussion and action on an item can take place in Finance Committee without that item being on the agenda? It is my understanding that this is indeed now allowed and in fact, only goes to heighten the confusion and feelings by residents of being left 'out of the loop' where spending of their taxpayer money is concerned. I am very concerned with the lack this Council and Council Chair seems to have for following the rules, whether they be Committee rules or Robert's Rules.

Behavior at last evening's Council meeting from some of the Councilors and the Council Chair (including rudeness and false statements) was reprehensible and I found it extremely embarrassing.

Perhaps this item should be addressed at the Council Level.

Thank you,  
Councilor Kristen Hornbrook

[Quoted text hidden]

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**Susan Lessard** <manager@hampdenmaine.gov>

Wed, Sep 5, 2012 at 1:25 PM

To: Kristen Hornbrook <hornbrooktowncouncil@hampdenmaine.gov>

Cc: Andre Cushing <andrec@roadrunner.com>, Denise <clerk@hampdenmaine.gov>, Janet Hughes <hughestowncouncil@hampdenmaine.gov>, Jean Lawlis <lawlistowncouncil@hampdenmaine.gov>, Jeremy Williams <jeremy@renegadeair.com>, Jeremy Williams <williamstowncouncil@hampdenmaine.gov>, Shelby Wright <wrighttowncouncil@gmail.com>, "Thomas A. Russell" <tar@frlegal.com>, Tom Brann <branntowncouncil@hampdenmaine.gov>

Councilor Hornbrook-

I have forwarded your email to the full council as well as the Town Attorney. I am asking the Town Attorney to respond to questions related to legality and process. I will include this on the next Council agenda if you wish me to do so.

Susan

[Quoted text hidden]

**Kristen Hornbrook** <hornbrooktowncouncil@hampdenmaine.gov>  
To: Susan Lessard <manager@hampdenmaine.gov>

Thu, Sep 6, 2012 at 9:15 AM

Thank you Susan,

I think perhaps that may be a good idea...judging from what I am hearing from residents.

Thank you,  
Councilor Kristen Hornbrook.  
Enjoy your weekend.  
[Quoted text hidden]

**FARRELL, ROSENBLATT & RUSSELL**  
ATTORNEYS AT LAW  
61 MAIN STREET  
P.O. BOX 738  
BANGOR, MAINE 04402-0738

ANGELA M. FARRELL  
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GREGORY P. DORR  
ROGER L. HUBER

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TELECOPIER (207) 941-0239  
e-mail: tar@frrlegal.com

**M E M O R A N D U M**

Date: September 12, 2012  
To: Susan Lessard  
From: Tom Russell  
Re: Finance and Administration Committee Meeting (9/4/12)

The agenda for the above referenced Committee meeting did not contain an item concerning the old Hampden Academy property. Section 18(a) of the Hampden Town Council Rules adopted on May 21, 2012 provides that "All Committees will be required to post an agenda at least 48 hours prior to the meeting and no issue may be voted on unless it is agendaed." In my opinion, there is an ambiguity as to the meaning of "agendaed." Clearly, the Hampden Academy matter was not on the posted agenda. However, Section 20 of the Rules provides that "In all cases where parliamentary proceedings are not determined by the foregoing rules and orders, 'Roberts Rules of Order' shall be taken as authority to decide the course of proceedings."

I did not find anything in the Rules involving the addition of an item to an agenda (Council or Committee). Under Section 40 of Roberts Rules, once an agenda has been established, no change can be made to it except by a two-thirds vote (or by unanimous consent). Section 40 even provides two alternatives for the chair:

1. The chair will entertain a motion to take up (the matter to be added to the agenda)
  - *Requires motion, second, 2/3<sup>rd</sup> vote*
2. If there is no objection, chair proposes at this time to take up (the matter to be added to the agenda)
  - *Requires no objection*

If an item is added to the agenda pursuant to Section 40 of Roberts Rules, it would become “agendaed”, and could be voted upon. If this was not the intent of the Town Council in adopting the new Rules, I suggest that the Council review the Rules and add language to clarify its intent.

The draft minutes of the Committee meeting do not really specify how the matter was added to the agenda. However, given that “those present discussed the pros and cons of funding this step – as well as the idea of making a decision to purchase the old Academy” with certain conditions, it appears that no one objected to the placement of the matter on the Committee’s agenda, and all members present voted in favor of the motion to recommend purchase of the old Hampden Academy if the cash component of the consideration could be removed from the transaction.

In any event, the Town Council agenda for September 4<sup>th</sup> contained the following item under Unfinished Business [3(b)]: “Old Hampden Academy – Additional Environmental Assessment”. Under that agenda item, the Town Council debated the matter and decided not to pursue an additional environmental assessment, and voted instead to proceed with the acquisition of the old Hampden Academy (which it had previously authorized) and to negotiate with the District to remove the cash consideration from the Purchase and Sale Agreement (which it had previously approved). In my opinion, that action fell within the “agendaed” item.



VIEW DOWN WOODS ROAD TO POINT

04.22.2008

**NOTES:**

1. PARK CONCEPT PLAN BY BETSY MELROSE POULIN, RLA OF WATERVILLE, MAINE.
2. AERIAL CONTEXT PHOTO FROM MAINE GIS WEBSITE.
3. WETLAND DATA BY MOYSE ENVIRONMENTAL SERVICES OF BANGOR, MAINE.
4. SURVEY DATA INCLUDING SPRING HIGH TIDE AND FLOOD ZONES BY CES. INC OF BREWER, MAINE.
5. TOWN ZONING ORDINANCE DOES NOT ALLOW PARKING, ROADS OR STRUCTURES WITHIN 100 FOOT SETBACK.
6. POTENTIAL PARKING LOT ON PLAN MEETS NUMBER OF EXISTING PARKING SPACES FOR MUNICIPAL LANDING. POSSIBLE CONSTRUCTION WITH PERMEABLE PAVEMENT OR STANDARD BITUMINOUS PAVEMENT WITH PLANTED BIOBEDS FOR IMPROVED STORMWATER QUALITY.
7. POTENTIAL FOR INTERPRETIVE SIGNAGE NOTING ECOLOGICAL AND HISTORICAL ASPECTS OF PROPERTY.



VIEW OF FORMER DAM AND TURTLE HEAD COVE

04.22.2008



ROUTE 1A

MARINA ROAD



VIEW DOWN THE RIVER FROM POINT

04.22.2008



VIEW UP THE RIVER

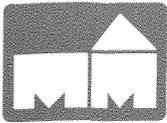
04.22.2008



VIEW TO CRIBWORKS AND ACROSS THE RIVER

**PARK CONCEPT PLAN**  
**SCALE: 1"=100'**  
**MAY 2011**





# Maine Municipal Association

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

C-4-b

## MEMORANDUM

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

**FROM:** Christopher G. Lockwood, Executive Director

**DATE:** August 31, 2012

**SUBJECT:** Voting Credentials for MMA Annual Business Meeting

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The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 3, 2012, at 1:45 p.m. in the Cumberland Room at the Augusta Civic Center.** The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached an Agenda for the MMA Annual Business Meeting for your reference. As you will note, there is no scheduled action by the membership, however the MMA Bylaws allow for action items to be raised during the meeting.

If you would like to complete the Voting Delegates Credential Form, please return to our office by **Monday, October 1, 2012** 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 ext. 2211 or in the Augusta area at 623-8428.

We look forward to seeing you at the MMA Annual Convention.

**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,  
Wednesday, October 3, 2012, 1:45 p.m., at the Augusta Civic Center, Augusta, Maine.

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

Please return this form no later than **Monday, October 1, 2012** 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  
Wednesday, October 3, 2012  
1:45 p.m.  
Augusta Civic Center  
Level 1 – Cumberland Room**

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**AGENDA**

- 1. Introductions and Welcoming Remarks – MMA President Sophia Wilson, (Town Manager, Town of Orono)**
- 2. Approval of 2011 Annual Business Meeting Minutes**
- 3. Other Business (*comments from the floor*)**
- 4. Executive Director Report - Christopher Lockwood**
- 5. Adjournment**