



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

.....  
WEDNESDAY

JULY 17<sup>TH</sup>, 2017

7:00 P.M.  
.....

**6:00 p.m. – Finance & Administration Committee**

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
  - 1. SIGNATURES
  - 2. SECRETARY'S REPORTS
    - a. June 19th, 2017 Council Meeting Minutes
  - 3. COMMUNICATIONS
    - a. Letter of resignation from Aimee E. Smith from the Zoning Board of Appeals after ten years of service
    - b. Victualer's license renewal issued to Neally's Corner Store
    - c. Victualer's license renewal issued to Circle K/Mac's Convenience
    - d. Notice of filing of the EMHS Service charge appeal for hearing at superior court by EMHS legal counsel and the response filing by Town of Hampden's legal counsel
  - 4. REPORTS
    - a. Finance Committee Minutes –06/19/2017
    - b. Infrastructure Committee Minutes – 05/22/2017
    - c. Planning & Development Committee Minutes – 05/17/2017
    - d. Services Committee Minutes – 05/08/2017
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
  - 1. NEWS, PRESENTATIONS & AWARDS
  - 2. PUBLIC HEARINGS - None

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

### 3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Appointment of Jennifer Austin as an alternate to the Planning Board
- b. RSU 22 Schedule of upcoming elections

### 4. OLD BUSINESS - None

### 5. NEW BUSINESS

- a. Request for authorization for the expenditure of \$2,940 from Reserve Account (3-719-00) for the purpose of the restoration of vital records pursuant to Title 5 § 95-B – *referral from Finance & Administration Committee*
- b. Request for authorization for the expenditure of \$12,700 from the Marina Reserve Account (3-773-00) for the purpose of providing the required local match for the Submerged Lands Grant award – *referral from Finance & Administration Committee*
- c. Request for authorization for abatement of ambulance bills generated in 2014 and 2015 that remain delinquent beyond the two year collection threshold – *referral from Finance & Administration Committee*
- d. Request for Town Council authorization for the establishment of a Tax Club for 2018 taxes pursuant to Title 36 § 505-506 – *referral from Finance & Administration Committee*
- e. Town Council's annual appointment of designated Town of Hampden officials pursuant Title 30-A § 2526(2)
- f. Request for Town Council referral to public hearing an amendment to Article 4 of the Fees Ordinance for the addition of impound fees – *requested by Chief Joe Rogers*
- g. Request for Town Council referral to public hearing, proposed amendments to Articles 5.3 and 7.2 of the Zoning Ordinance- *recommended by the Planning Board*
- h. Department of Education notice and calculation for funding public education for RSU 22

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



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

MONDAY JUNE 19<sup>TH</sup>, 2017 7:00 P.M.

**6:00 p.m. – Finance & Administration Committee**

*Attending:*

- Mayor Ryder*
- Councilor Sirois*
- Councilor McPike*
- Councilor Wilde*
- Councilor Marble*
- Councilor Cormier*
- Councilor McAvoy*

- Town Manager Augus Jennings*
- Town Clerk Paula Scott*
- Office Clerk Gigi Dubey*
- DPW Director Sean Currier*
- Lura Hoit Pool Director Darcey Peakall*
- Library Director Debbie Lozito*
- Recreation Director Shelley Abbott*
- Rec. Assist. Dir. Jill McLaughlin*
- CEO Myles Block*
- Members of the Public*

*Mayor Ryder called the meeting to order at 7:00 pm.*

- A. **PLEDGE OF ALLEGIANCE** - *Mayor Ryder led the Pledge of Allegiance.*
- B. **CONSENT AGENDA** – *Councilor Wilde made a motion, seconded by Councilor Marble, to accept the Consent Agenda. Unanimous vote in favor.*

**1. SIGNATURES**

**2. SECRETARY’S REPORTS**

- a. **Minutes for meeting held June 7, 2017**

**3. COMMUNICATIONS**

- a. **Notification of 2016 Workers Compensation Audit and return premium adjustment**
- b. **Victualer’s License renewal for Erickson’s Hardware**
- c. **Letter to Council from Margaret Frazier of Griffin Avenue**

**4. REPORTS**

- a. **Finance Committee Minutes – May 15<sup>th</sup>, June 7<sup>th</sup>, 2017**
- b. **Infrastructure Committee Minutes – None**
- c. **Planning & Development Committee Minutes – None**
- d. **Services Committee Minutes – May 8<sup>th</sup>, 2017**

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

C. PUBLIC COMMENTS - *No public comments were made.*

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS – Consideration of the Town Council's proposed FY18 budget, including Sewer Budget and Capital Improvement Program – *referred by Town Council on June 7<sup>th</sup>, 2017* – *Manager Jennings stated that there were significant changes in this year's budget. The available handouts explained the changes, including all line items that increased by \$1,000 or more from last year to this year, and all line items that decreased by \$1,000 or more. The information was not by category, but show some of the finer points in the budget that help clarify what is driving the changes in the budget. Some of the key changes reflect the Pool and Rec departments moving away from Enterprise budgeting and using traditional budgeting for those departments. Manager Jennings stated the FY18 budget reflects the added expenses of Rec and Pool to the operational budget as well as the \$500,000 in offsetting revenues to the budget. Other clear changes for the FY18 budget is adding one fulltime firefighter, and the restoration of a 3<sup>rd</sup> fulltime person in the recreation department. The Recreation Department has not had a third fulltime employee since Shelley Abbott took the Director's position in 2014. Manager Jennings went on to inform every one of the 12% increase in health insurance. Premiums are estimated to increase from 10% - 15% as of January 2018. This budget factors increases in certain retirement plans under Maine PERS. This is not a discretionary increase. The State Revenue Sharing has increased from \$377,000 (FY17) to \$393,000 (FY18). The State plans on raising the exemptions for the Homestead Act from \$15,000 to \$20,000 of value. The State reimbursement up to 62.5% for FY18 from 50% for FY17. Environmental Trust Funds will offset the Stormwater Management expenditure of \$109,000 as a one-time revenue for the Mayo Road Bond. Manager Jennings projects an increase in Motor Vehicle Excise Tax of \$110,000. He feels that this is a conservative estimate. Manager Jennings stated the Budget before the audience and posted on the website draws \$200,000 from fund balance, but in Finance Committee they recommended increasing it to \$300,000. Manager Jennings believes that is appropriate as the Town will be adding approximately \$380,000 to Fund Balance as we close FY17. The bottom line on the Municipal side increases are \$213,009 or 4.8%, RSU \$257,065 or 4.1%, and County \$42,165 or 5.3%. These increases total \$512,239 or a 4.4% increase from FY17, taking into account the Public Works vehicles voted on in the earlier meeting. At the conclusion of Manager Jennings' report Councilor McPike motioned and was seconded by Councilor Marble to accept the proposed FY18 budget, including Sewer Budget and Capital Improvement Program as presented to the Council. Councilor McAvoy asked for clarification on when the Public Hearing would begin, and Mayor Ryder opened the Public Hearing at 7:10 pm. Councilor Marble stated for the public that there have*

*been different votes by different Councilors over various line items within the past 2 months, but in common is finding as best they can, the balance between reliefs for tax payers and still funding services we feel the community is asking for. At the conclusion of Councilor Marble's comments, Mayor Ryder called for public comment. Hearing no public comment, Mayor Ryder closed the Public Hearing at 7:20 pm and called for a vote on the motion. Mayor Ryder, Councilor Sirois, Councilor McPike, and Councilor Marble voted in favor. Councilor McAvoy, Councilor Cormier, and Councilor Wilde voted in opposition. The motion passed 4-3.*

### **3. NOMINATIONS – APPOINTMENTS – ELECTIONS**

- a. **Appointment of Steven Brown to the Recreation Committee – referral from Services Committee** – Councilor Marble motioned to accept the referral from the Services Committee, Councilor Sirois seconded the motion. Unanimous vote in favor.
- b. **Appointment of Chief Joe Rogers as acting Town Manager from July 5<sup>th</sup> – July 16<sup>th</sup>, 2017 and from August 28<sup>th</sup> to September 4<sup>th</sup> 2017** - Councilor Sirois motioned that Chief Joe Rogers be acting Town Manager from July 5<sup>th</sup> – July 16<sup>th</sup> and from August 28<sup>th</sup> to September 4<sup>th</sup>. Councilor Wilde seconded the motion. Unanimous vote in favor.
- c. **Return of Votes cast at the June 13<sup>th</sup>, 2017 State Special Referendum RSU 22 Budget Validation Election** – Town Clerk Paula Scott reported the count for the State Special Referendum – 376 Yes, 212 No, and 1 blank. The count for the RSU 22 Budget Validation 272 Yes, 319 No, and 4 blanks.

### **4. OLD BUSINESS - None**

### **5. NEW BUSINESS**

- a. **Request for authorization for the expenditure of \$933.33 from Matching Grant Reserve Account (3-780-00) for the Town's share of a MMA Safety Enhancement Grant for two portable LED scene lights** – referral from Finance & Administration Committee – Councilor Wilde motioned to accept the expenditure of \$833.33 from Matching Grant Reserve Account (3-780-00) for the Town's share of a MMA Safety Enhancement Grant for two portable LED scene lights. Councilor Sirois seconded the motion. Town Clerk Paula Scott questioned the amount Councilor Wilde had quoted. The amount was verified with Chief Rogers and it is actually for the \$833.33 quoted by Councilor Wilde. Unanimous vote in favor.

## MINUTES

- b. Request for Town Council authorization of payment from Environmental Trust Principal and Income for eligible expenses pursuant to the Trust Indenture referred to the Finance Committee by the Environmental Trust Committee on May 18, 2017 – referral from Finance & Administration Committee**
- i. Reimbursement from Environmental Trust, Principal to Host Community Benefit account for payments to Drumlin Environmental, LLC totaling \$108,907.21 from July 2008 through May 2016 - Councilor Wilde motioned and Councilor Sirois seconded authorization for the reimbursement from the Environmental Trust totaling \$108,907.21. Unanimous vote in favor.**
  - ii. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management and Rain Garden costs totaling \$160,397.08 from July 2009 to September 2016**
  - iii. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management and Rain Garden costs totaling \$20,385.00 from July 2009 to September 2016**
  - iv. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management costs totaling \$70,821.55 from July 2016 to May 2017.**
  - v. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management totaling \$49,307.48 from May to June 2017 - Councilor Wilde made a motion for the authorization for reimbursement from the Environmental Trust in the total amount of \$300,911, which was a block vote for items ii-v. Councilor McPike seconded the motion. Unanimous vote in favor. Councilor Marble commended Town Manager Jennings and his staff with researching and finding these monies that are being reimbursed from Environmental Trust.**
- c. Contract awards for the 2017 Paving program RFP – referral from Finance & Administration Committee – Councilor Wilde stated that this is a two part project and motioned to award the primary project to Wellman Paving. Councilor Marble seconded the motion. Unanimous vote in favor. For the second part of the project, Hopkins Road, Councilor Wilde motioned to award this to B&B Paving in the amount of \$48,634.60, Councilor Marble seconded the motion. Unanimous vote in favor.**
- d. Contract award for the 2017 Pond Road Chip Seal RFP – referral from Finance & Administration Committee – Councilor Wilde motioned to award the Pond Road Chip Seal project in the amount of \$22,230 to All State Asphalt, Inc., Mayor Ryder seconded. Councilor McAvoy, Councilor Cormier, Councilor Marble, Councilor McPike, and**

*Mayor Ryder voted in favor. Councilor Sirois voted in opposition.  
Motion carries 6-1.*

**e. Contract award for the 2017 Public Works Metal Roof Rehabilitation RFP and authorization for the expenditure of \$41,350 from SW/Garage Reserve account (03-777-00) – referral from Finance & Administration Committee – Councilor Wilde motioned to award Public Works Metal Roof Rehabilitation RFP to Gates Construction, and authorized the expenditure of the \$41,350 from the SW/Garage Reserve account. Councilor McPike seconded. Unanimous vote in favor.**

**f. Contract award for the 2017 Lura Hoit Memorial Pool Interior Painting RFP and authorization for the expenditure of \$10,000 from the Pool Reserve Account (03-771-00) – referral from the Finance & Administration Committee – Councilor Wilde motioned to award the Lura Hoit Memorial Pool Interior Painting RFP to R & M Painters and authorized the expenditure of \$10,000 from the Pool Reserve account. Mayor Ryder seconded. Unanimous vote in favor. Councilor Marble wanted to verify that \$5,000 was from FY17 and \$5,000 was from FY18. This was confirmed by Manager Jennings.**

## **E. COMMITTEE REPORTS**

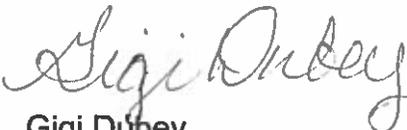
**Services Committee** – Councilor Marble reported that this committee met last Monday. The committee discussed the appointment of Steven Brown to the Recreation Committee. The committee discussed the potential budget for the Town to take over the operations and maintenance of the Kiwanis Civic Center. The committee received an update on Children's Day from Shelley Abbott. Councilor Marble reported that the focus of the meeting was with a representative from Woodard and Curran regarding playing fields and expanded parking at the Pool Site. The committee stated that there is a need for a "real" fair public process to proceed with the project. The Committee received an update on all the work that has been done at the Pink Garden on Patterson Street near the Transfer Station. Councilor Marble commended the volunteers. Another discussion the committee had was regarding the Land from Maine Future Program for the potential of financial support and continued access to the Souadabscook Stream. This will continue as long as that land is still available and legwork for available grants continue.

**Finance & Administration Committee** – Councilor Wilde reported on the June 7<sup>th</sup> meeting. They discussed the actual 2009 – 2016 RSU increases which were not as much as 2017. The Town budget was discussed. The committee reviewed a tentative Election timeline for the November 7, 2017 Municipal Election. There could be potential bond referendums as additional avenues for things for the town. One thing that needs to be looked at is Schoolhouse Lane. Reviewed the committee's priorities for the FY18. They discussed the summer schedule for Council and Committee meetings. One specific change is that the July 3, 2017 meeting will be cancelled due to the holiday.

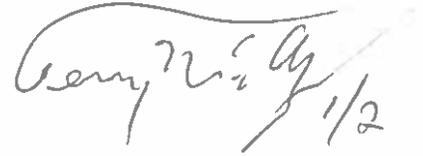
Planning & Development Committee – Councilor McPike reported that the next Planning and Development Committee meeting will be held on June 21st.  
Infrastructure Committee– Councilor Sirois reported that the next Infrastructure Committee meeting will be on June 26th.

- F. MANAGER'S REPORT** – Manager Jennings commented there is a sigh of relief in having the budgeting process complete. Manager Jennings explained that under the Town Charter the Council had to act even though the RSU budget isn't yet finalized. It is hoped that the RSU amount will be known before the Mil Rate is set. The RSU budget process will be played out in the next 6-8 weeks. A School Board meeting is scheduled for this Wednesday at 7:00 pm. Anyone interested in the school budget is urged to attend. Manager Jennings thanked the Council for their patience and hard word on the budget. He noted that it is a long process and that the Council gets a lot of paperwork to go through, as well as several meetings with the department heads. Manager Jennings thanked his staff for all their help and cooperation in this process also. Manager Jennings introduced Gigi Dubey. Gigi is training with Town Clerk, Paula Scott to be able to fill in as Clerk at the Council meetings.
- G. COUNCILORS' COMMENTS**  
Councilor McAvoy – See Exhibit A  
Councilor Cormier – No comment.  
Councilor Marble – Thanked and commended Town Manager Jennings and staff for their hard work and cooperation on the budget process.  
Councilor Wilde – No Comment.  
Councilor McPike – Thanked and commended Town Manager Jennings and staff for all their hard work and cooperation on the budget process.  
Councilor Sirois – No comment.  
Mayor Ryder – Thanked and commended Town Manager Jennings and staff for all their hard work and cooperation on the budget process.
- H. ADJOURNMENT** - With no other business to conduct, Councilor McAvoy made a motion, seconded by Councilor Marble, to adjourn at 7:40 pm. Unanimous vote in favor.

Respectfully Submitted,



Gigi Dubey  
Assistant Clerk



6-19-17

THANK YOU MAYOR RYDER

I WANT TO TAKE THIS OPPORTUNITY TO OFFER A SINCERE THANK YOU AND CONGRATULATIONS TO THE OTHER 318 TAXPAYERS WHO STOOD UP TO RICK LYON'S CHRONICALLY OUT OF CONTROL RSU 22 BUDGET. THIS IS ONLY THE BEGINNING. YOU SHOULD NOT BE SURPRISED IF THE SUPERINTENDENT PRESENTS ANOTHER IN-YOUR-FACE BUDGET THAT IS HIGHER THAN THE REJECTED ONE. THAT SCENARIO IS NOT AS FAR FETCHED AS ANY REASONABLE PERSON WOULD THINK.

MY OPINION IS BASED UPON COMMENTS MADE BY MR LYONS AT THE VOTE ON THE BUDGET ARTICLES AS WELL AS COMMENTS FROM A BANGOR DAILY NEWS INTERVIEW. DURING THE ARTICLE APPROVAL PROCESS, ARTICLE ONE WAS DEFEATED. TOO HIGH, NOT AT ALL. TOO LOW. MR LYONS ELIMINATED TWO OR THREE TEACHING POSITIONS AND THERE WERE ENOUGH VOTES TO FORCE THE SUPERINTENDENT TO REINSTATE THE HIGHER SPENDING LEVEL EVEN THOUGH MR LYONS MADE IS QUITE CLEAR THAT HE WAS UNDER NO OBLIGATION TO ACTUALLY RESTORE THE TEACHING POSITIONS. MR LYONS SAID THAT ONCE THE DOLLAR AMOUNT WAS SET HE WAS FREE TO ALLOCATE THE RESTORED MONEY TO ANY COST CENTER HE DEEMED APPROPRIATE.

MY QUESTION FOR RICK LYONS IS: HOW MANY COST CENTERS ARE RELATED TO OR IMPACTED DIRECTLY OR INDIRECTLY BY THE CONTRACTUAL RELATIONSHIP BETWEEN THE VEAZIE SCHOOL DEPARTMENT AND RSU 22?

BASED UPON DOCUMENTATION WHICH I RECENTLY RECEIVED FROM ASSISTANT SUPERINTENDANT EMIL GENEST, MY OPINION IS THAT THERE IS AT LEAST ONE AND LIKELY MORE. TO PARAPHRASE ANOTHER CONCERNED TAXPAYERS RESPONSE TO THE SCHOOL BOARD

*Kenning* 2/2

PRESIDENT'S QUESTION; ARE YOU AN ACCOUNTANT? NO, I AM NOT AN ACCOUNTANT BUT I CAN READ.

THE GOOD NEWS IS THAT WE ARE FORTUNATE ENOUGH TO HAVE SEVERAL CITIZENS WHO DO HAVE THE EXPERTISE TO RECOGNIZE THE SIGNIFIGANCE OF THIS SORT OF INAPPROPRIATE EXPENDITURE OF RSU 22 TAXPAYER FUNDS. THE BAD NEWS, IS THAT NOT ONE OF THEM SITS ON THE RSU 22 BOARD OF DIRECTORS.

I HOPE THAT THERE ARE TAXPAYERS OUT THERE WHO HAVE AN OPINION ABOUT MY OPINION AND I WOULD LIKE TO SPEAK WITH YOU. PLEASE DO NOT CALL THE TOWN MANAGER. UNLIKE THE SCHOOL BOARD, THE TOWN'S CHIEF ADMINISTRATOR DOES NOT CONTROL ITS ELECTED OFFICIALS. PLEASE CALL ME AT 478-2519, 848-9991 OR 862-4895. I SHOULD BE CLOSE TO ONE OF THEM MOST OF THE TIME.

JUNE 13 WAS A DAY MANY OF US ARE PROUD OF AND ALSO DRAW HOPE FROM THE AFFIRMATION THAT YOUR VOTE DOES MATTER.

AS ALWAYS, PLEASE SHOP LOCAL AND BUY AMERICAN. GOOD NIGHT HAMPDEN

*Aimee E. Smith  
51 Sunset Avenue  
Hampden, Maine 04444*

June 28, 2017

Town of Hampden  
Attn: Angus G. Jennings, Town Manager  
106 Western Avenue  
Hampden, ME 04444

RE: Board of Appeals

Dear Mr. Jennings:

I am resigning from the Board of Appeals. I have been happy to serve, I believe 10 years plus first on the Zoning Board of Appeals then the Board of Appeals. I believe it is time for new folks to join the Board.

Please convey to the Mayor and Town Council that I will continue on the Board of Assessment Review for the remainder of my term.

Sincerely,



Aimee E. Smith

c: Edmond J. Bearor, Esq.  
Mr. Myles Block

B-3-6

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



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

July 6, 2017

Jin Rong Chen  
Neally's Corner Store  
1230 Kennebec Rd.  
Hampden, Me. 04444

RE: Victualer's license for Neally's Corner Store

Dear Sir/Madam:

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

Please call if you have any questions.

Sincerely,

*Paula A Smith*

Paula  
Town

Encl:

**VICTUALER'S LICENSE CERTIFICATE**

No. 17-13

**MUNICIPALITY OF HAMPDEN, MAINE**

To all whom these presents may concern: Date: July 06, 2017

KNOW YE, that Jin Rong Chen, doing business  
as Neally's Corner Store has been duly  
licensed as a Victualer at 1230 Kennebec Rd. in the  
Municipality of Hampden by said Municipality until July 15, 2018, and  
has paid to the Municipal Treasurer the fee of \$100.00.

*Nyles M. Blais*

Authorized Municipal Officer / CODE ENFORCEMENT OFFICER

B-3-c

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



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

June 20, 2017

Mac's Convenience  
PO Box 347  
Columbus, OH 47202

Location: 63 Main Road North

RE: Victualer's license for Circle K

Dear Sir/Madam:

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

Please call if you have any questions.

Sincerely,

Paula A.  
Town Cl

Enclosur

cc: Circle

VICTUALER'S LICENSE CERTIFICATE	
No. <u>17-12</u>	<b>MUNICIPALITY OF HAMPDEN, MAINE</b>
To all whom these presents may concern:      Date: <u>June 20,</u> 2017	
<p style="text-align: center;">KNOW YE, that <u>Mac's Convenience</u>, doing business</p> <p style="text-align: center;">as <u>Circle K # 7057</u> has been duly</p> <p>licensed as a Victualer at <u>63 Main Rd. North</u> in the Municipality</p> <p>of Hampden by said Municipality until <u>July 8</u>, 2018, and has paid to the</p> <p>Municipal Treasurer the fee of \$100.00.</p>	
 _____ Authorized Municipal Officer      CODE ENFORCEMENT OFFICER	



B-3-d

The Clanchette Building  
43 Whiting Hill Road  
Brewer, Maine 04412  
207.973.6517  
fax 207.973.7139  
[www.emhs.org](http://www.emhs.org)

June 23, 2017

**RECEIVED**

Penny Reckards, Clerk  
Penobscot County Superior Court  
78 Exchange Street  
Bangor, ME 04401

JUN 27 2017

**RUDMAN WINCHELL  
LAW OFFICES**

**EMHS MEMBERS**  
Acadia Hospital  
Beacon Health  
Blue Hill Memorial Hospital  
Charles A. Dean  
Memorial Hospital  
Eastern Maine Medical Center  
EMHS Foundation  
Inland Hospital  
Maine Coast Memorial Hospital  
Mercy Hospital  
Rosscare  
Sebasticook Valley Health  
TAMC  
VNA Home Health Hospice

*Re: Acadia Hospital Corp. v. Town of Hampden  
Docket No. AP-2017-14*

Dear Ms. Reckards:

Enclosed for filing please find the Plaintiff's Brief and the Record on this matter pursuant to Rule 80B and the Court's Notice and Briefing Schedule dated 6-9-2017.

Please note that there was an audio recording of the hearing in this matter which was conducted on April 20<sup>th</sup>, however that recording was inaudible. Therefore I have not included that recording in the record.

I appreciate your attention to this matter.

Sincerely,

Arrian Stockdell, Esq.  
EMHS Legal Department  
207-973-6517  
[astockdell@emhs.org](mailto:astockdell@emhs.org)

Enclosures

cc: Edmond Bearor, Esq. ✓  
Scott Oxley, (via email)

**STATE OF MAINE  
PENOBSCOT COUNTY SUPERIOR COURT**

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**SUPERIOR COURT DOCKET NO. AP-2017-14**

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**ACADIA HOSPITAL CORP.  
PLAINTIFF**

**VS.**

**TOWN OF HAMPDEN, ET AL.  
DEFENDANT**

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**MAINE RULE OF CIVIL PROCEDURE 80B  
APPEAL OF THE DECISION OF THE  
TOWN OF HAMPDEN'S BOARD OF ASSESSMENT REVIEW**

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**BRIEF OF PLAINTIFF:**

**ACADIA HOSPITAL CORP.**

**Arrian M. Stockdell, Esq.  
Attorney for Appellant  
EMHS Legal Department  
43 Whiting Hill Road, Suite 500  
Brewer, ME 04412  
207-973-6517**

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## **STATEMENT OF FACTS**

This matter arises from the assessment of a service charge on Acadia Hospital, Corp.'s (the "Plaintiff") property located at 25 Mayo Road in Hampden, Maine (the "Property"). In March of 2016, the Plaintiff requested an exemption from real estate taxes on the Property. The Town of Hampden (the "Defendant" or the "Town") granted the request. Subsequently, the Defendant assessed a service charge in the amount of \$4,008.60 against the Property by notice dated October 20, 2016 (the "Service Charge"). *Record*, p.4. The Plaintiff appealed the Service Charge to the Town of Hampden Board of Assessment Review (the "Board"), which held a hearing on the matter on April 20, 2017. The Board denied the appeal by written decision (the "Decision") and this action follows. *Record*, p. 8.

This suit is authorized under Maine Rule of Civil Procedure 80B, as well as 36 M.R.S. § 843.

## **STATEMENT OF THE ISSUES**

The issue in this case is whether the Board committed an error of law in denying Plaintiff's appeal of the assessment of the Service Charge on the Property, or otherwise issued a decision inconsistent with its factual findings.

## ARGUMENT

### I. STANDARD OF REVIEW

In actions brought under Rule 80B the Superior Court acts as an intermediate appellate court. *Town of Sw. Harbor v. Harwood*, 2000 ME 213, ¶ 6, 763 A.2d 115, 117. Thus, even though this action was initiated by complaint, this Court is tasked with appellate review of the Board's Decision. As far as the Plaintiff is aware, this is the only such action where a Maine Superior Court has reviewed the assessment of a service charge under 36 M.R.S. §508, and this matter, including the applicable standard of review, is a case of first impression.

When a property owner seeks an abatement of a tax assessor's valuation and board review under 36 M.R.S. § 841 and § 843, the Board's decision is reviewed directly for abuse of discretion, error of law, or findings unsupported by substantial evidence in the record. *Muirgen Props., Inc. v. Town of Boothbay*, 663 A.2d 55, 58 (Me.1995). Although there are differences between the tax abatement process and this service charge matter, the same standard, should apply here.

On appeal to the Board, the Plaintiff did not challenge the amount of the service charge; rather the issue is whether the Service Charge may be

assessed at all. There are no discretionary issues involved in this case. *Record, p. 7.* The Board found that the Property was used as student housing. The Plaintiff does not challenge this factual finding. Therefore, because there are no claimed abuses of discretion or findings alleged to be unsupported by the evidence in the record, the applicable standard of review is whether the Board committed an error of law in denying the Plaintiff's appeal of the assessment of the Service Charge on the Property.

On appeal from the Board's Decision, the Plaintiff bears the burden of persuasion as the party seeking to overturn the Decision. *Sawyer Envtl. Recovery Facilities, Inc. v. Town of Hampden*, 2000 ME 179, ¶ 13, 760 A.2d 257, 260. However, the interpretation of a local ordinance is a question of law which this Court reviews on a de novo basis. *Gensheimer v. Town Of Phippsburg*, 2005 ME 22, ¶ 16, 868 A.2d 161, 166.

## II. THE BOARD ERRED IN DENYING PLAINTIFF'S APPEAL

The Town's authority to assess the Service Charge purportedly falls under its service charge ordinance approved May 18, 1992 (the "Ordinance"). The Ordinance itself, however, provides that "[t]he service charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is

otherwise totally exempt from property taxation and is used to provide rental income. *The service charge shall not apply to student housing or parsonages.*” *Record*, p. 1 (emphasis added). The statutory authority for the Ordinance, 36 M.R.S. § 508, has similar language: “A municipality may impose service charges on the owner of residential property, other than student housing or parsonages, that is totally exempt from taxation under section 652 and that is used to provide rental income.” The plain language of the Ordinance makes clear that a service charge may only be assessed on property which is (i) totally exempt from taxation, (ii) used to provide rental income, and (iii) does not qualify as student housing or a parsonage.

Neither party disputes that the Property is exempt from real estate tax and is used as rental property. Furthermore, the parties agree that the Property is used as student housing. Indeed, the Board made a factual finding to that effect. *See Record*, p. 7. (“[The Plaintiff’s property] provides housing for its students/clients who are transported daily to Sweetser School in Belfast . . .”). The Board’s finding that the Property is used as student housing should have conclusively resolved the matter in the Plaintiff’s favor. The Board instead denied the Plaintiff’s appeal, justifying its conclusion on the basis that “although [the Property] is a residential property owned by a tax exempt organization[,] it is used to provide rental

income to that organization.” *Id.* This conclusion misses the point: the parties agree that the Property provides rental income. As discussed above, property *must* be used to provide rental income in order for a service charge to be assessed in the first place. However, simply because a property provides rental income does not override the student housing exception. In reaching its conclusion the Board either ignored its own factual finding that the Plaintiff uses the Property to provide student housing or misinterpreted the Ordinance.

If the Town had intended that a service charge could be assessed against any property used as student housing under any circumstances, it would not have written into the Ordinance that “[t]he service charge shall not apply to student housing or parsonages” without qualification of any kind. *Record*, p. 1. See *DaimlerChrysler Corp. v. Me. Revenue Servs.*, 2007 ME 62, ¶ 17, 922 A.2d 465, 470–71 (discussing the Maine Lemon Law and finding that “[c]learly, had the Legislature wanted [a provision] it could have easily done so, as evidenced by the explicit mechanism the Legislature provided” in another provision); *Arsenault v. Sec’y of State*, 2006 ME 111, ¶ 17, 905 A.2d 285, 289 (“If the Legislature had intended [a requirement], it knew how to say so directly as it did in [a comparable section].”); see also *Russello v. United States*, 464 U.S. 16, 23, 104 S.Ct. 296, 78 L.Ed.2d 17

(1983) (“[W]here Congress includes particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that Congress acts intentionally and purposely in the disparate inclusion or exclusion.”) (quotation marks omitted).

In interpreting an ordinance, the Court should look “first to the plain language of the provisions to be interpreted.” *Gensheimer v. Town Of Phippsburg*, 2005 ME 22, ¶ 22, 868 A.2d 161, 167 (“Although [t]he terms or expressions in an ordinance are to be construed reasonably with regard to both the objectives sought to be obtained and the general structure of the ordinance as a whole, . . . we look first to the plain language of the provisions to be interpreted” (internal citation and quotation marks omitted)). Here, there is nothing in the Ordinance—or 36 M.R.S. § 508, for that matter—that could be interpreted to allow the assessment of a service charge on property used as student housing. To the contrary, both the Ordinance and 36 M.R.S. § 508 are explicit in prohibiting an assessment under such circumstances. Because the parties do not dispute that the Property is used as student housing, there was no legal basis for the assessment of the Service Charge on the Property. The Board therefore erred as a matter of law when it denied the Plaintiff’s appeal of the assessment of the Service Charge.

**CONCLUSION**

Because neither 36 M.R.S. § 508 nor the Ordinance permit the Town to assess a service charge on the Property, and because both in fact prohibit the assessment of the Service Charge on the Property due to its use as student housing, the Board erred as a matter of law in denying the Plaintiff's appeal of the Service Charge.

Acadia Hospital Corp.  
by:

Date: 6/23/17

  
\_\_\_\_\_  
Arrian Myrick Stockdell, Esq.  
Bar No. 5182  
Eastern Maine Healthcare  
Systems  
Legal Department  
The Cianchette Building  
43 Whiting Hill Road  
Brewer, ME 04412  
*Attorney for Plaintiff*

**CERTIFICATE OF SERVICE**

I, Arrian Stockdell, Esq., Attorney for Acadia Hospital, Corp., hereby certify that conformed copies of the foregoing Brief of Plaintiff and the Record have been mailed through the regular course of the United States Mail, postage prepaid, this 23 day of June, 2017, to the following:

Edmond Bearor, Esq.  
Rudman Winchell  
84 Harlow Street  
P.O. Box 1401  
Bangor, ME 04402-1401

Dated: June 23, 2017

  
\_\_\_\_\_  
Arrian Myrick Stockdell, Esq.  
Bar No. 5182  
Eastern Maine Healthcare  
Systems  
Legal Department  
The Cianchette Building  
43 Whiting Hill Road  
Brewer, ME 04412  
*Attorney for Plaintiff*

**STATE OF MAINE  
PENOBSCOT COUNTY SUPERIOR COURT**

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**SUPERIOR COURT DOCKET NO. AP-2017-14**

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**ACADIA HOSPITAL CORP.  
PLAINTIFF**

**VS.**

**TOWN OF HAMPDEN, ET AL.  
DEFENDANT**

---

**MAINE RULE OF CIVIL PROCEDURE 80B  
APPEAL OF THE DECISION OF THE  
TOWN OF HAMPDEN'S BOARD OF ASSESSMENT REVIEW**

---

**RECORD SUBMITTED BY:**

**ACADIA HOSPITAL CORP.**

**Arrian M. Stockdell, Esq.  
Attorney for Appellant  
EMHS Legal Department  
43 Whiting Hill Road, Suite 500  
Brewer, ME 04412  
207-973-6517**

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TOWN OF HAMPDEN  
SERVICE CHARGE ORDINANCE

Sec. 1. Authority. This Ordinance is enacted pursuant to 30-A M.R.S.A. § 3001 and 36 M.R.S.A. § 652(1)(L).

Sec. 2. Purpose. The purpose of this Ordinance is to establish an annual service charge to recover the cost of providing municipal services, other than education and general assistance, to owners and/or occupants of certain institutional and organizational real property which is otherwise exempt from state or municipal taxation.

Sec. 3. Creation of Service Charge. An annual service charge is hereby established, effective with the municipal fiscal year commencing on July 1, 1992. The service charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is otherwise totally exempt from property taxation and is used to provide rental income. The service charge shall not apply to student housing or parsonages.

Sec. 4. Calculation of Service Charge. The service charge shall be calculated according to the actual cost of providing municipal services to the property in question and the persons who use that property. Municipal services shall include, without limitation, the following: fire protection, police protection, road maintenance and construction, traffic control, snow and ice removal, sewer service, sanitation services, and any other services. For the purpose of this Ordinance, municipal services shall not include education and general assistance. The service charge for each property shall be determined in accordance with the following formula:

$$\frac{B}{V} \times JV = SC$$

where:

B = Budget for the current fiscal year for municipal services, except education and general assistance

V = Total taxable valuation of municipality for the current fiscal year

JV = Just Value of property in question

SC = Service Charge of property in question.

The Assessor shall provide the municipal officers with the following information at the time of the annual tax commitment: (1) list of property to which a service charge is applicable under this ordinance, (2) total taxable valuation of the municipality for the current fiscal year, and (3) the just value of the properties in question. The Town Manager shall provide the municipal officers with the amount of the budget for municipal services for the current fiscal year, along with a proposed service charge for each property based on the foregoing formula.

**Sec. 5. Levy of Service Charge.** The municipal officers shall levy the annual service charge on the tax exempt property subject to a service charge under this Ordinance, and shall establish a due date for payment of the same. The Treasurer shall send a statement to every affected property owner setting forth the amount of the service charge levied on the subject property.

**Sec. 6. Limitation on Service Charges.** The total service charges levied by the municipal officers under this Ordinance against any institution or organization shall not exceed 2% of the gross annual revenues of that institution or organization. Provided, however, that in order to qualify for the foregoing limitation, the institution or organization shall file with the municipal officers an audit of the revenues of the institution or organization for its last fiscal year which ended immediately prior to the municipal fiscal year for which the service charge was levied. The municipal officers shall abate the service charge amount that is in excess of 2% of the gross annual revenues.

**Sec. 7. Collection.** Unpaid service charges shall be collected in any manner available to the municipality, including, without limitation, the procedure provided in 38 M.R.S.A. § 1208, as may be amended from time to time.

**Sec. 8. Use of Revenues.** Revenues accrued from service charges shall be used, as much as possible, to fund the cost of providing the municipal services which were considered in calculating the service charges.

**Sec. 9. Appeals.** Any institution or organization may challenge the decision of the municipal officers to levy a particular service charge or the amount of a particular service charge by filing an appeal with the Board of Assessment Review. Such appeals shall be filed in writing with the Town Clerk within 60 days of the date on which notice is provided to the institution or organization by the Treasurer under Sec. 5 above indicating the amount of the service charge levied by the municipal officers. The Board of Assessment Review shall conduct a public hearing on the appeal and shall issue a written decision thereon within 60 days of the date that the appeal was filed with the Town Clerk. Failure to issue a decision on an appeal within 60 days of the date the application was filed shall be deemed to

be a denial thereof. The appeal shall be processed in accordance with all applicable laws or ordinances, and such rules of procedure as may be established by or for the Board of Assessment Review. Any decision by the Board may be appealed to Superior Court by an aggrieved party pursuant to Rule 80B of the Maine Rules of Civil Procedure.

Sec. 10. Severability. Should any provisions of this Ordinance be declared invalid by the Courts, such decision shall not invalidate any other provision of this Ordinance.

Adopted By Hampton Town Council: 5/18/92

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-3034  
Fax: (207) 862-5067  
Email: [townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)

To: Acadia Hospital Corp.; DBA Aspenledge  
From: Angus Jennings, Town Manager & Town Treasurer  
Date: October 20, 2016  
Subject: FY17 Service Charge

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, and M.R.S. Title 36, Chapter 105, the Council approved the following Service Charge fee for the 2016/2017 fiscal year on October 17, 2016.

Your use of the facility for the current fiscal year makes it exempt from property tax, but also makes it subject to the Service Charge Ordinance.

Property Owner: Acadia Hospital Corp.; DBA Aspenledge

Property Location: 25 Mayo Road  
Hampden, Maine 04444

Legal Description: Map 6 Lot 29-A  
Book 5027 Page 71

2016/2017 Municipal Budget: \$7,617,880 (Original Budget less Gen. Asst. of \$6,000)

Divided By Total Hampden Valuation \$646,097,160 (= 0.01179)

Times the Just Value \$ 340,600

<b>Service Charge Due</b>	<b>\$ 4,008.60</b>	<b>Due Date: December 20, 2016</b>
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When you have completed your financial information for the year ending June 30, 2016, please submit your gross income if you feel the fee exceeds 2% of your gross income. This information should be submitted to my office for review by the Hampden Town Council. An abatement of this charge on that basis would be acted upon by the Council.

In accordance with the Ordinance, any appeal of this Service Charge must be filed with the Board of Assessment Review within 60 days of the date of this notice.



December 5, 2016

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444  
ATTN: Angus Jennings, Town Manager & Town Treasurer  
RE: 25 Mayo Road, FY2017 Service Charge Appeal

Dear Mr. Jennings,

This letter is being sent as formal notice that Acadia Hospital Corp., (Acadia) is appealing the imposition of the service charge on the property located at 25 Mayo Road, Hampden, Maine. This service charge was approved by the Town Council for the 2016/2017 fiscal year on October 17, 2016, and Acadia received notice of the imposition of the service charge by letter dated October 20, 2016.

Acadia's position is that the property is being used as student housing, and is therefore exempt from the service charge. I understand from our phone conversation that there is no specific format for these appeals, so I have laid out the general nature of Acadia's argument more fully in the enclosed memorandum on this issue.

I also understand that appeals will be scheduled for a hearing, most likely in January, 2017. Please submit this appeal to the Town Council, or the appropriate entity. Once the appeal has been scheduled, please provide us with notice, including a description of the format, so that, if necessary, we can arrange to have representatives of Acadia and/or the tenant attend.

I appreciate your attention to this matter.

Sincerely,

Arrian Stockdell, Esq.  
EMHS Legal Department  
207-973-6517  
astockdell@emhs.org

The Cianchette Building  
43 Whiting Hill Road  
Brewer, Maine 04412  
207.973.6517  
fax 207.973.7139  
[www.emhs.org](http://www.emhs.org)

**EMHS MEMBERS**

Acadia Hospital  
Beacon Health  
Blue Hill Memorial Hospital  
Charles A. Dean  
Memorial Hospital  
Eastern Maine Medical Center  
EMHS Foundation  
Inland Hospital  
Maine Coast Memorial Hospital  
Mercy Hospital  
Rosscare  
Sebastiaock Valley Health  
TAMC  
VNA Home Health Hospice

## APPEAL OF SERVICE CHARGE MEMORANDUM

**TO:** The Town of Hampden, Maine, Angus Jennings, Town Manager & Town Treasurer

**FROM:** Arrian Stockdell, EMHS Legal Department, on behalf of Acadia Hospital Corp., and Acadia Healthcare, Inc.

**DATE:** December 5, 2016

**SUBJECT:** Appeal of Service Charge imposed on property at 25 Mayo Road, Hampden, Maine

---

### Background

Earlier this year, Acadia Hospital Corp. (hereinafter "AHC") applied to Town of Hampden (hereinafter the "town") for exemption from property tax under 36 M.R.S. §652. This application was eventually granted, also earlier this year.

By notice dated October 20, 2016, the town notified AHC that the town had approved a service charge fee for the 2016-2017 fiscal year relating to AHC's ownership of property located at 25 Mayo Road in Hampden (hereinafter "the property"). The ordinance is the town's "Service Charge Ordinance" adopted on May 18, 1992. The ordinance is authorized by, and substantially tracks, the provisions of 36 M.R.S. §508.

The amount of the service charge imposed was \$4,008.60. The notice advised that AHC could submit financial information for the year ending June 30, 2016 in an attempt to take advantage of Section 6 of the ordinance, which allows the owner of the property to limit the service charge to 2% of the owner's gross revenue. The notice also advised that the appeal period was 60 days from the date of the notice. Because the appeal period expires on December 19, 2016, this appeal is timely filed.

### Critical Facts

Maine law authorizes municipalities to impose the service charge at issue, so long as the property is not used for student housing or as a parsonage. ("A municipality may impose service charges on the owner of residential property, other than student housing or parsonages, that is totally exempt from taxation under section 652 and that is used to provide rental income." 36 M.R.S. §508(1)). In keeping with this provision, the town ordinance created the surcharge, but exempted student housing. ("The service charge shall not apply to student housing or parsonages." *Service Charge Ordinance, Sec. 3*).

The property is currently leased to Sweetser, a Maine non-profit corporation. Sweetser offers services for both adults and children. As part of its services for children, Sweetser offers "family-centered residential treatment services" for children. Sweetser uses the property as part of one of these homes for children.

The children who reside at the property are there full time. They rarely go home to another location, even if there is one for them to go to. Every single child who is a resident at the property is a student at Sweetser's private, special education school in Belfast, Maine.

### **Argument**

There is no question that the ordinance is legal and authorized under Maine law. Neither is there any question that, because the property is otherwise now totally exempt from property tax, and because the property is used to provide rental income, that the property would otherwise be subject to the service charge. ("The service charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is otherwise totally exempt from property taxation and is used to provide rental income." *Service Charge Ordinance, Sec. 3*).

However, the only reasonable interpretation of the facts is that the property is being used as student housing. The property is being used as a full time residential facility for minors. Those residents are all part of an associated educational program. Neither the fact that the program is a special education program, nor the fact that some of the students might be at-risk youth changes this. The ordinance does not distinguish between traditional boarding schools and Sweetser's program; like the statute, it exempts all student housing, regardless of type. No definition of "student housing" is provided in the ordinance which would disqualify Sweetser's program.

### **Conclusion**

Thus, because of all of the foregoing, the service charge cannot apply to this property, because it qualifies as student housing under Sec. 3 of the Service Charge Ordinance, and is therefore exempt.

**TOWN OF HAMPDEN  
BOARD OF ASSESSMENT REVIEW**

**Re: Acadia Hospital Corp. Appeal of Service Charge Ordinance v. Assessment**

**DECISION**

On April 20, 2017 the Town of Hampden Board of Assessment Review was convened to hear the appeal of Acadia Hospital Corp., a tax exempt organization and owner of property located at 25 Mayo Road, Hampden, Maine, the property being further identified as Map 6, Lot 29-A.

The Petitioner was represented at the hearing by Arrian Stockdell, Esq. and the Town Assessor, Kelly Karter, CMA was also present.

The issue presented in this appeal is whether the property in question, being owned by Acadia Hospital Corp., and leased to Sweetser which provides housing for its students/clients who are transported daily to the Sweetser School in Belfast qualifies for exemption from the Town of Hampden Service Charge Ordinance.

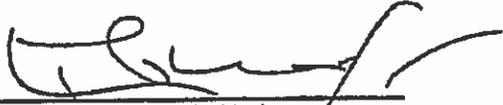
Pursuant to Section 3 of the Town of Hampden Service Charge Ordinance, "The Service Charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is otherwise totally exempt from property taxation and is used to provide rental income. The Service Charge shall not apply to student housing or parsonages."

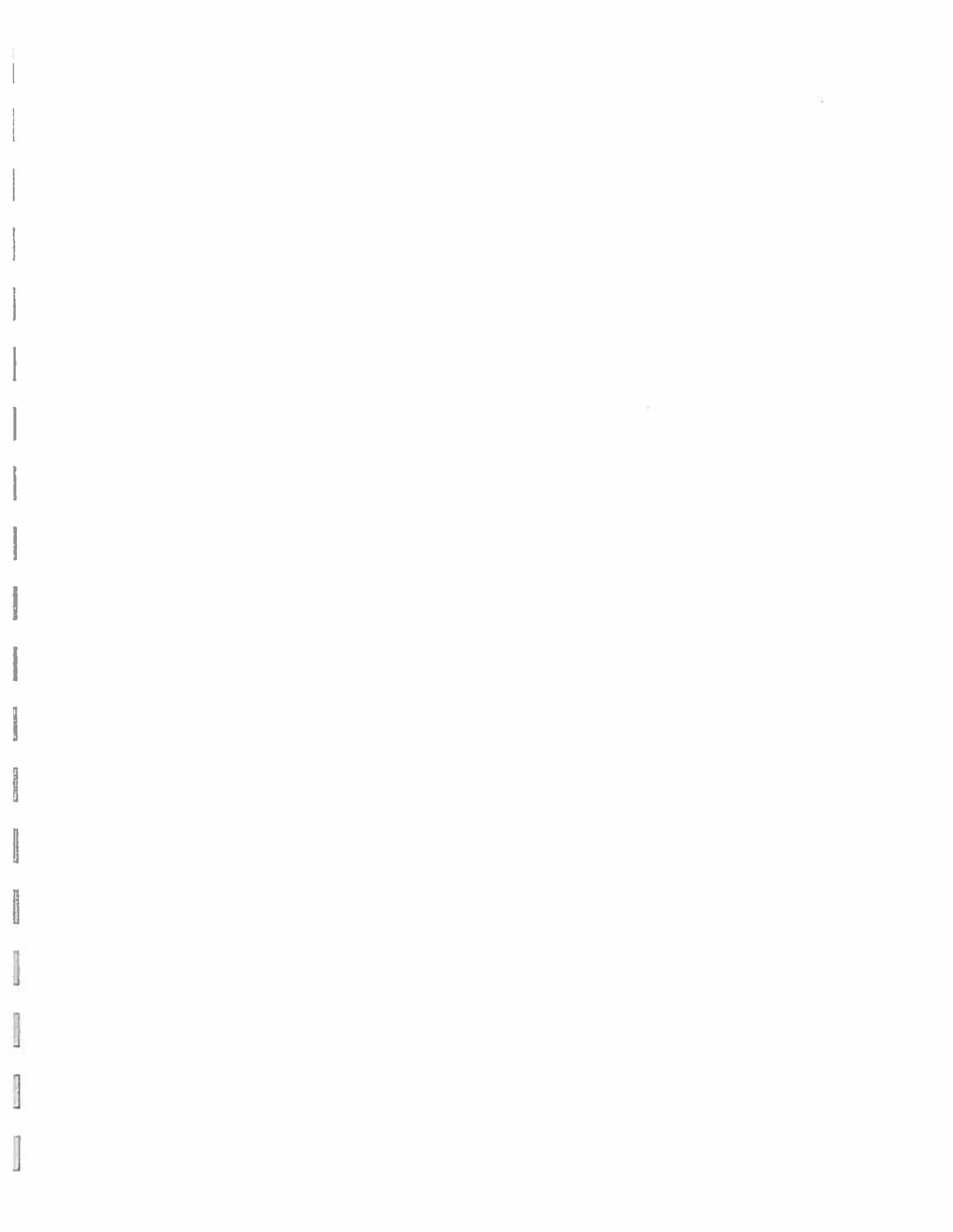
After hearing testimony from Sweetser's Senior Director of Facilities, Jon Mistos, and argument from Acadia Hospital Corp.'s attorney, Arrian Stockdell and the Town's Assessor, Kelly Karter, the Board, after due consideration and deliberation of the issue, concluded that the property located at 25 Mayo Road is subject to the Service Charge Ordinance because although it

is a residential property owned by a tax exempt organization it is used to provide rental income to that organization.

ON MOTION MADE by member, Aimee Smith, seconded by Chair, Ted Sherwood, the Board concluded by a vote of 2-1 with member, Avery Caldwell dissenting, to DENY the appeal.

Dated: MAY 4, 2017

  
\_\_\_\_\_  
Lowell T. Sherwood, Chair  
Board of Assessment Review



**FARRELL, ROSENBLATT & RUSSELL**

ATTORNEYS AT LAW  
61 MAIN STREET  
P.O. BOX 738  
BANGOR, MAINE 04402-0738

COPY

ANGELA M. FARRELL  
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ROGER L. HUBER  
ERIK T. CROCKER  
KATE J. GROSSEMAN

July 7, 2017

THOMAS A. RUSSELL (Retired)

TELEPHONE (207) 990-3814  
TELECOPIER (207) 841-0239  
e-mail: info@frrlegal.com

Penny Reckards, Clerk  
Penobscot County Superior Court  
78 Exchange Street  
Bangor, Maine 04401

*Re: Acadia Hospital Corp. v. Town of Hampden  
(Docket No. AP-2017-14)*

RECEIVED  
JUL 10 2017

Dear Ms. Reckards:

TOWN OF HAMPDEN ASSESSING DEPT.

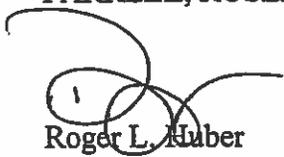
Enclosed for filing please find the following:

1. Defendant Town of Hampden's Unopposed Motion to Supplement the Record on Appeal; and
2. Defendant Town of Hampden's Rule 80B Brief.

Please let me know if you have any questions.

Very truly yours,

FARRELL, ROSENBLATT & RUSSELL

  
Roger L. Huber

Enclosures

cc: Town of Hampden  
Arrian Stockdell, Esq.

STATE OF MAINE  
PENOBSCOT, ss.

SUPERIOR COURT  
CIVIL ACTION  
Docket No. BANSC-AP-17-14

COPY

ACADIA HOSPITAL CORP., )  
 )  
 Plaintiff, )  
 v. )  
 )  
 TOWN OF HAMPDEN, MAINE, )  
 )  
 Defendant, )  
 )  
 and )  
 )  
 ACADIA HEALTHCARE, INC., )  
 )  
 Party-in-Interest. )

DEFENDANT TOWN OF  
HAMPDEN, MAINE'S  
M. R. CIV. P. 80B BRIEF

RECEIVED  
JUL 10 2017

TOWN OF HAMPDEN ASSESSING DEPT.

**INTRODUCTION and PROCEDURAL STATUS**

The Town of Hampden's Service Charge Ordinance authorizes the Town's municipal officers to levy a service charge against the owners of tax exempt properties used to provide rental income. Property rented out by the owner as "student housing," however, is exempt from the service charge.

Acadia Hospital, now Acadia Healthcare, Inc., owns certain, otherwise tax exempt, property in Hampden which it rents to an unrelated third-party. The property is used exclusively by Acadia Hospital to produce rental income. The unrelated third-party, Sweetser, operates a mental health residential treatment facility on the property. Sweetser sends the residents/patients of its mental health facility to a school it runs in Belfast, Maine. Acadia Hospital claims that because its third-party tenant sends their

residents/patients to school that that the property is being used for “student housing” and, therefore, exempt from the service charge.

The Hampden Board of Assessment Review found otherwise. The Board found that the property is being used by the owner, Acadia Hospital/Healthcare, exclusively for rental income and, therefore subject to the service charge. Acadia Hospital timely appealed the Board of Assessment Review’s decision to Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

### STATEMENT OF FACTS

Plaintiff Acadia Hospital Corp. (“Acadia Hospital”) owned the property located at 25 Mayo Road in Hampden, Maine (“Property”) until August, 2016, at which time it was conveyed to Acadia Healthcare, Inc. (“Acadia Healthcare”). (Complaint, ¶ 17; R. 6). On October 20, 2016, the Town of Hampden notified Acadia Hospital of the assessment of a service charge against the Property for the 2016/2017 fiscal year. (Complaint, ¶ 4; R. 4). The service charge totaled \$4,008.60. (Complaint, ¶ 4; R. 4). The parties agree that Acadia Hospital and Acadia Healthcare, Inc. are both proper parties to this appeal. They are referred to jointly in this Brief as “Acadia Hospital.”

Presently, Acadia Hospital leases the Property to Sweetser, a Maine non-profit corporation. (R. 6). Sweetser provides “family-centered residential treatment services” for both adults and children. (R. 6-7). Sweetser is not related in any way to Acadia Hospital, Acadia Healthcare, or any other EMHS-related member entity. The only relationship between Acadia Hospital and Sweetser is purely that of landlord-tenant. (R. 6).

The Property is exempt from real estate taxes. (R. 6). The Property is subject, however, to the Town of Hampden's Service Charge Ordinance ("Service Charge Ordinance"). The purpose of the Service Charge Ordinance is

to establish an annual service charge to recover the cost of providing municipal services, other than education and general assistance, to owners and/or occupants of certain institutional and organizational real property which is otherwise exempt from state or municipal taxation.

(R. 1). The service charge is levied by the municipal officers "against all residential property owned by an organization or institution *if the property is otherwise totally exempt from property taxation and is used to provide rental income.*" (R. 1)(emphasis added). Acadia Hospital concedes that the Property is totally exempt from property taxation and that it is used to provide rental income. (Plaintiff's Brief, p. 6).

Acadia Hospital currently leases the Property to Sweetser, an unrelated third-party. (R. 10). The lease specifically provides as follows:

7. USE

The Tenant shall use the [Property] as a *mental health residential treatment facility*, including uses incidental thereto.

...

The Tenant must remain licensed by the State of Maine as a Residential Child Care Facility during the term of this lease.

(R. 13; Lease, § 7). The term "Residential Child Care Facility" is defined in Maine law, in part, as

[a]ny children's home which provides board and care for one or more children on a regular, twenty-four hour a day residential basis and as further defined in 22 M.R.S.A. § 8101(4).

(10-148 C.M.R. ch. 18, § 2 (1998)).

Sweetser uses the Property as a full-time mental health residential treatment facility for minors. (R. 7). Sweetser transports its clients/patients from its mental health residential treatment facility on the Property to its private, special education school, the Sweetser School, in Belfast. (R. 6-7). Every child being cared for at Sweetser's mental health residential treatment facility on the Property also attends the Sweetser School as part and parcel of their mental health treatment program. (R. 7)

### STANDARD OF REVIEW

Pursuant to Rule 80B, the party challenging the decision of a municipal board has the burden of demonstrating an error of law, abuse of discretion, or findings not supported by substantial evidence. *Friends of Lincoln Lakes v. Town of Lincoln*, 2010 ME 78, ¶ 9 2 A.3d 284; *Aydelott v. City of Portland*, 2010 ME 25, ¶ 10, 990 A.2d 1024. Construction of a municipal ordinance is a question of law reviewed *de novo*. *Isis Dev., LLC v. Town of Wells*, 2003 ME 149, ¶ 3, 836 A.2d 1285. In construing ordinances, the court must first look to the plain meaning of its language to give effect to the legislative intent, and if the meaning is clear, must not look beyond the words themselves. *Wister v. Town of Mount Desert*, 2009 ME 66, ¶ 17, 974 A.2d 903. "The terms or expressions in an ordinance are to be construed reasonably with regard to both the objectives sought to be obtained and the general structure of the ordinance as a whole." *Jordan v. City of Ellsworth*, 2003 ME 82, ¶ 9, 828 A.2d 768.

Acadia Hospital does not challenge the Board of Assessment Review's factual findings or the Board's exercise of discretion. Acadia Hospital simply contends that the Board of Assessment Review's decision constitutes an error of law.

## ARGUMENT

### **THE BOARD OF ASSESSMENT REVIEW'S DECISION THAT THE PROPERTY IS SUBJECT TO THE SERVICE CHARGE ORDINANCE DOES NOT CONSTITUTE AN ERROR OF LAW AND MUST BE AFFIRMED.**

The Board of Assessment Review found, and the parties do not dispute, that Acadia Hospital is subject to the Town's Service Charge Ordinance because (1) it is the owner (2) of residential property (3) which is otherwise exempt from property taxation (4) and used by Acadia Hospital solely to provide rental income. (R. 8-9; Plaintiff's Brief, pg. 6). The Board also found, and again the parties do not dispute, that Acadia Hospital's third-party tenant, Sweetser, sends its clients/patients from the mental health residential treatment facility it operates on the Property to its school in Belfast. (R. 8). The Board concluded, however, that Acadia Hospital, *the actual owner of the Property*, the party to whom the service charges were assessed, was not itself using the Property for "student housing." (R. 8-9). Based on those findings, the Board denied Acadia Hospital's appeal. The Board's decision is consistent with, and mandated by, the plain language of the Service Charge Ordinance and does not constitute an error of law. Therefore, it must be affirmed by this Court.

As noted, the Service Charge Ordinance authorizes the municipal officers to levy a service charge "against all residential property owned by an organization or institution *if the property is otherwise totally exempt from property taxation and is used to provide rental income.*" (R. 1). In this case, the parties agree that the service charge was levied against residential property owned by Acadia Hospital, property that would otherwise be totally exempt from property taxation, and that is used to provide rental income. (R. 8-9; Plaintiff's Brief, pg. 6).

Acadia Hospital argues, however, that it should be exempt from the service charge because its current tenant, Sweetser, which operates a mental health residential facility on the Property, happens to send the residents/patients of that facility to its school in Belfast. Thus, Acadia argues, the Property is exempt from the service charge because it is being used for "student housing." (Plaintiff's Brief, pg. 6). While it is true that Sweetser's clients/patients reside on the Property, they do so because they are patients in the mental health residential treatment facility located on the Property, not because they happen to go to the Sweetser School. Sweetser's clients/patients live at the mental health residential treatment facility located on the Property and attend school as part of their treatment regimen. There is no evidence that they reside on the Property *because* they attend Sweetser's School, such as would be the case with "student housing." Indeed, the evidence is to the contrary. The clients attend Sweetser School because they are residents at the mental health residential treatment facility located on the Property. Contrast this situation, for example, with actual "student housing" such as is provided by John Bapst Memorial High School for foreign students enrolled at John Bapst.

More importantly, as the Board of Assessment Review found, the Service Charge Ordinance applies to the actions of the owner of the property, not a third-party tenant. We readily concede that if Acadia Hospital, as the *owner* of the Property, were using the Property for "student housing," then it would be exempt from the Service Charge Ordinance. In this case, however, Acadia Hospital is utilizing the Property solely to provide rental income by renting the Property to a third-party. To be clear, we do not concede that the Property is being used by Sweetser for "student housing," as that term is

used in the Service Charge Ordinance, only that if it were used as such by the owner of the Property, the service charge would not apply.

The Board of Assessment Review's decision is entirely consistent with, and supported by, both the Service Charge Ordinance and the organic legislation authorizing the Service Charge Ordinance. Title 36 M.R.S.A. § 508 specifically provides that

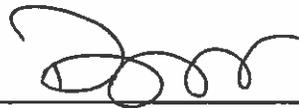
[a] municipality may impose service charges on the *owner* of residential property, other than student housing or parsonages . . .

36 M.R.S.A. § 508 (emphasis added). Similarly, the Service Charge Ordinance also only speaks to "owners" of residential property. (R. 1). The Board of Assessment Review determined, appropriately so, that it was how the owner of the Property, in this case Acadia Hospital, was using the Property, not some unrelated third-party renter. And, as noted above, parties agree that Acadia Hospital, as owner, is using the Property for rental income. (R. 8-9; Plaintiff's Brief, pg. 6).

### CONCLUSION

For the foregoing reasons, the Town of Hampden respectfully requests that this Court affirm the decision of the Town of Hampden's Board of Assessment Review.

Dated this 7<sup>th</sup> day of July, 2017.



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Roger L. Huber, Esq., Bar No. 7308  
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P.O. Box 738  
Bangor, ME 04402-0738  
(207) 990-3314

Attorneys for Defendant Town  
of Hampden

STATE OF MAINE  
PENOBSCOT, ss.

SUPERIOR COURT  
CIVIL ACTION  
Docket No. BANSC-AP-17-14

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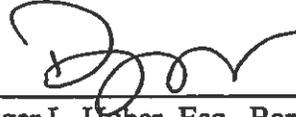
TOWN OF HAMPDEN ASSESSING DEPT.

ACADIA HOSPITAL CORP.,	)
	)
Plaintiff,	)
	)
v.	)
	)
TOWN OF HAMPDEN, MAINE,	)
	)
Defendant,	)
	)
and	)
	)
ACADIA HEALTHCARE, INC.,	)
	)
Party-in-Interest.	)

**DEFENDANT TOWN OF HAMPDEN'S  
Unopposed MOTION TO SUPPLEMENT  
THE RECORD ON APPEAL**

Defendant Town of Hampden, Maine, by and through the undersigned counsel, moves to supplement the Record on Appeal previously submitted by Acadia Hospital Corp. in connection with this appeal. Specifically, the Town moves to have the attached lease between Acadia Healthcare, Inc. and Sweetser included in the Record on Appeal. The lease was presented by Acadia Hospital to the Board of Assessment Review during the underlying hearing and made part of the Board's decisional record. However, its significance to the Town's defense of the Board of Assessment Review's decision was not revealed until briefing was underway. Neither Acadia Hospital Corp. nor Acadia Healthcare, Inc. object to including the lease in the Record on Appeal. Those parties do, however, dispute its relevancy to the pending appeal.

Dated this 6<sup>th</sup> day of July, 2017.



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Roger L. Huber, Esq., Bar No. 7308  
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Bangor, ME 04402-0738  
(207) 990-3314

Attorneys for Defendant Town  
of Hampden

MOTION IS DENIED/

GRANTED and the aforementioned lease shall be included in the  
Record on Appeal as R.10 through R. 33

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Justice, Maine Superior Court



- 2.2 The Premises are to be leased in a finished condition.
- 2.3 The Tenant shall be responsible at its own expense for the replacement and repair of all existing equipment, furniture and furnishings, including unattached and free standing workstations, connection to external providers of telephone and data services, all hubs, routers or similar switching equipment that will be needed to accomplish connection to external vendors of data and voice services, telephone equipment and telephone equipment installation and electronic flagging systems placed in the Premises.
- 2.4 The Tenant's entry and possession of the Premises shall constitute acknowledgment that the Premises are in good and tenable condition.

3. TERM

- 3.1 The Initial Term shall run from **October 1, 2015 – September 30, 2017**, unless provided differently below.
- 3.2 Provided the Tenant is not in default under this Lease at the end of the Initial Term, the Tenant may exercise the option to lease the premises for an Optional Renewal Term by giving the Landlord written notice thereof not less than six months prior to the end of the Initial Term. The length of the Optional Renewal Term shall be determined by mutual agreement of the parties at the time the Tenant exercises its option.
- 3.3 The Initial Term, the Optional Renewal Term(s), if any, and any other renewals or extensions of this Lease shall constitute the Term of the Lease

4. RENT

- 4.1 The Base Rent shall be:

<u>Year</u>	<u>Suite Sq. Ft.</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
2015-2016	4,360 (*)	\$10.24	\$44,640	\$3,720
2016-2017	4,360 (*)	\$10.44	\$45,533	\$3,794

(\*) 3,400 square feet in home and 960 square feet in garage

- 4.2 The Tenant shall pay the Rent to the Landlord at the address above. Rental payments are due on the first of each month. Rent for any partial month shall be pro-rated.

4.3 The rent shall be increased by 2% per annum effective upon each optional renewal unless the annual inflation rate for the most recently available twelve months as determined by the Consumer Price Index (CPI) exceeds 4%. In that event, the Landlord shall establish a rent whose increase shall not exceed the annual rate of inflation.

4.4 The parties acknowledge and agree that the Rent hereunder is based on fair market value and is not determined in any manner which takes into account the volume or value of referrals or other business generated between the parties to this Lease.

## 5. RIGHT OF FIRST REFUSAL

During the term of this lease, Landlord may not sell the demised premises to a third party without first offering them to Tenant, who shall have sixty (60) days from receipt of a written offer to accept or reject the offer. If Tenant rejects Landlord's offer, Landlord shall not, for a period of ninety (90) days, sell the demised premises to any other person or entity upon more favorable terms or conditions without first offering such terms and conditions to Tenant. A sale of the demised premises shall not be deemed a termination of this lease, provided, however, that the Tenant may at its option terminate the Lease.

## 6. PURCHASE OPTION

6.1 The Tenant may, if this lease continues in force, elect to purchase the building at any time prior to September 30, 2017, by giving the Landlord 90 days prior notice of its intent and with consent of Landlord. The purchase price at that time will be Fair Market Value based on the average of two appraisals made by qualified appraisers, one of whom shall be chosen by the Landlord and one by the Tenant.

6.2 In the event that the purchase option described in paragraph 6.1 is exercised, the parties shall, by agreement, determine what portion of the monthly rent shall be credited toward the purchase price.

6.3 In the event the Tenant purchases the premises in accordance with paragraph 6.1, then for a period of ten (10) years after the purchase the Tenant may not sell the premises without first offering them to Landlord, who will have sixty (60) days from completion of the appraisal below to accept or reject the offer. The purchase price at that time will be Fair Market Value based on the average of two appraisals made by qualified appraisers, one of whom shall be chosen by the Landlord and one by the Tenant.

7. USE

The Tenant shall use the Premises as a mental health residential treatment facility, including uses incidental thereto. The Tenant shall not use the Premises to market the services of any other person or entity. The Tenant shall not engage or permit any activity on the Premises which would compete with activities of the Landlord or its affiliates. This section shall not be construed to prevent the Tenant from performing for the benefit of their own patients those procedures which are now, or in the future become, the usual procedures incidental to a residential treatment facility. The Tenant must remain licensed by the State of Maine as a Residential Child Care Facility during the term of this lease.

8. LANDLORD SERVICES AND OBLIGATIONS

8.1 The Landlord shall maintain and repair the roof, exterior walls, electrical, heating, air conditioning and plumbing systems. The Landlord will provide other services as mutually agreed upon with Tenant.

8.2 The Landlord shall not be liable to anyone for any interruption in or cessation of any service rendered to the Premises or to the building due to any accident, the making of repairs, alterations, or improvements, labor difficulties, trouble in obtaining fuel, electricity, services, or supplies from the sources from which they are usually obtained, or any other cause beyond its control.

9. DAMAGE OR DESTRUCTION

9.1 The Tenant agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire or other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Tenant shall indemnify and hold the Landlord harmless against any damage to the premises by the Tenant, its agents, employees, invitees or licensees.

9.2 In the event the Premises are damaged or destroyed by fire, earthquake or any other casualty to such an extent as to render the same untenable in whole or substantial part, then Landlord or Tenant may, at its option terminate this Lease within thirty (30) days of the date of such damage or destruction by written notice thereof. In the event of partial damage or destruction of the premises, this Lease shall remain in effect provided that the Rent shall abate during the period of repair or restoration of the Premises; provided further that in the event Landlord's repair or restoration of the Premises is not completed sixty (60)

days following the date of the damage or destruction, the Tenant may, at its option, terminate this Lease effective as of the date of the written notice. All expenses of said repair or restoration shall be borne by Landlord. In the event of a termination of this Lease pursuant to this paragraph, any prepaid Rent or other payments made by the Tenant shall be pro-rated as of the date of the damage and destruction and refunded to Tenant.

#### 10. CONDEMNATION

In the event of a taking of the building in which the Premises are located by a legally constituted authority to such an extent as to render the same untenable in whole or in substantial part, then Landlord or Tenant may, at its option, terminate this Lease within 30 days of the taking of possession by such authority by written notice thereof. In the event of a partial taking of the premises, this Lease shall remain in effect provided that the Rent shall abate during the period of repair or restoration of the Premises; provided further that in the event Landlord's repair or restoration of the Premises is not completed sixty (60) days following the date of the taking by such authority, the Tenant may, at its option, terminate this Lease, effective as of the date of the written notice. All expenses of said repair or restoration shall be borne by the Landlord. In the event of a termination of this Lease pursuant to this paragraph, any prepaid Rent or any payments made by the Tenant shall be pro-rated as of the date of the taking and refunded to the Tenant. Such termination shall be without prejudice to any award to either party by the taking authority and neither party shall have any interest in any award made to the other party. For the purposes of this paragraph, condemnation shall be construed to include without limitation, alterations or construction required to be made to the premises in order to conform to rules and regulations, laws, ordinances and statutes applicable to the building in which the premises are a part.

#### 11. DEFAULT

11.1 It is covenanted and agreed that (i) if Tenant shall neglect or fail to pay the Rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof has been given by Landlord; or (ii) if Tenant shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed and such default shall continue for a period of thirty (30) days after written notice thereof has been given by Landlord, except that if such default cannot be cured with the exercise of all due diligence within said period, then said period of thirty (30) days shall be extended for such period as shall be required if Tenant commences forthwith and prosecutes the curing of the same with all due diligence; or (iii) if the estate hereby created shall be taken upon execution or by other process of law; or (iv) if any assignment shall be made the property of

Tenant for the benefit of creditors; or (v) if a receiver, guardian, conservator, trustee in involuntary bankruptcy; or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, and such proceedings are not promptly dismissed; or (vi) if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun; or (vii) if Tenant shall file a petition for such reorganization or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted; then, and in any of the said cases, notwithstanding any waiver of any former breach, Landlord lawfully may, immediately or at any time thereafter, without demand or notice, terminate this Lease forthwith, enter into and upon the Premises, repossess the same, expel Tenant and those claiming through or under it, and remove its or their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

11.2 Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord to pay and be liable for, on the days originally fixed, the Rent and other charges reserved as they would become due if this Lease had not been terminated or if Landlord had not entered or re-entered whether the Premises be relet or remain vacant in whole or in part or for the remainder of the Term or any part thereof. In the event the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises, including, but not limited to, remodeling costs, brokerage fees, and the like, and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the provisions of this Lease had been fully complied with by Tenant over and above the then cash rental value of the Premises for the balance of the Term.

11.3 If the Tenant shall default in the performance or observance of any covenant, condition, or other provision of this Lease, then the Landlord may, at its option, without waiving any claim for breach of agreement, and after such written notice as may be specifically required or provided elsewhere in this Lease, cure such default for the account of the Tenant, and the Tenant shall reimburse the Landlord for the amount paid therefor and any reasonable expense or contractual liability so incurred. The Landlord may collect any such amount as additional rent.

**12. TENANT'S OBLIGATIONS**

The Tenant covenants:

- 12.1 To pay, when due all Rent and other charges herein provided for;
- 12.2 To be responsible for cleaning, snow and ice removal, yard care, maintenance, utilities and janitorial services within and about the Premises;
- 12.3 Tenant will support Landlord's commitment to file for property tax exemption annually and be liable to pay such taxes as additional rent if exemption is not granted for reasons attributed to tenants use of the property or failure to cooperate in seeking an exception;
- 12.4 To keep the Premises in as good order, repair and condition as the same are in at the commencement of this lease, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and, at the termination of this Lease, peaceably to yield up the Premises and (except as otherwise provided) all additions, alterations, and improvements thereto in such good order, repair, and condition, after first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable;
- 12.5 To replace all light bulbs in the Premises as needed;
- 12.6 To store all refuse, including medical waste, in an appropriate manner;
- 12.7 Not to injure or deface the Premises or the building; not to permit on the Premises any flammable fluids, chemicals, nuisance, or objectionable noises or odor; not to permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to any law, ordinance, or regulation or which is liable to invalidate any insurance or increase the premiums for any insurance on the building or its contents or which is liable to render necessary any alterations or additions to the building;
- 12.8 Not to obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to the building or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by the Landlord for the safety and use of the Premises, the building, its facilities, and approaches;
- 12.9 Not to assign this Lease or sublet the Premises or any part thereof, either by voluntary act, death, operation of law, or otherwise without the prior written approval of the Landlord, which shall not be unreasonably denied;

- 12.10 Not to make any alterations or additions in or to the Premises, nor to permit the making of any holes in any exterior part of the building, or to paint or place any signs, awnings, aerials, flagpoles, or the like which would be visible from outside of the Premises without the prior written approval of the Landlord, which shall not be unreasonably denied;
- 12.11 To defend and save the Landlord free, harmless and indemnified from any injury, loss, claim, or damage (including reasonable attorney's fees and expenses) to any person or property arising from, related to or in connection with the use and occupancy of the Premises or conduct of operation of the Tenant's business, except for any loss caused by the negligence or willful misconduct of the Landlord, its agent or employees; (ii) the Tenant shall store its property in and shall occupy the Premises and all other portions of the building at its own risk;
- 12.12 To maintain with responsible companies authorized to do business in the State of Maine and approved by the Landlord, liability insurance, with contractual liability endorsement covering the matters set forth in Section 12.11, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars (\$1,000,000) and for damage to property in an amount of not less than One Hundred Thousand Dollars (\$100,000) made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct or operation of the Tenant's business, or caused by acts or omissions of the Tenant or by any of the Tenant's officers, agents, servants, suppliers, employees, contractors, invitees, licensees, or anyone else upon the premises. All insurance provided by the Tenant as required by this subsection shall name the Landlord as additional insured and shall include the holder of any mortgage on the fee or on any underlying or overriding leasehold estate under a standard mortgage clause to the extent of the landlord informs the Tenant of same in writing. On or before the commencement date, the Tenant shall deliver to the landlord appropriate certificates.
- 12.13 To adequately insure and to hold all property of the Tenant, including the Tenant's fixtures, furniture, equipment, and the like, at the Tenant's own risk and to pay when due all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon, or about the Premises by the Tenant;
- 12.14 Not to move or place any safe, heavy equipment, freight, bulky matter, or heavy fixtures in or out of the building except at such times and in such manner as the Landlord shall designate after request from the Tenant;

- 12.15 To permit the Landlord or its agents or employees to examine the Premises at reasonable times to ensure that the Tenant is in compliance with the terms of this Lease;
- 12.16 To permit the Landlord at any reasonable time or times to decorate and to make repairs, alterations, additions, and improvements, structural or otherwise, in or to the building or any part thereof, and during such operations to take into and through the Premises or any part of the building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators, or other facilities;
- 12.17 Not to permit any employee, invitee, or licensee of the Tenant to violate a covenant or obligation of the Tenant hereunder.
- 12.18 Seek approval from Landlord prior to using third-part vendors for maintenance services.

13. MISCELLANEOUS

13.1 Quiet Enjoyment

Tenant, subject to the terms and provisions of this Lease, on payment of the Rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Term without hindrance or ejection by any person whomsoever.

13.2 Bind and Inure

All of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties.

13.3 Invalidity of Particular Provisions

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

**13.4 Governing Law**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

**13.5 Paragraph Headings**

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

**13.6 Notice to Mortgagee**

After receiving written notice from any person, firm, or other entity that holds a mortgage which includes, as part of the mortgaged premises, the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently.

**13.7 Lease Subordinate to Mortgage**

It is agreed that the rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements, and extensions thereof, if the mortgagee or trustee named in such mortgage or deed of trust shall: (i) elect by written notice delivered to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage and deed of trust, and (ii) shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default; otherwise, any mortgagee or trustee shall be deemed to have elected to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to or have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall promptly execute and deliver whatever instruments may be required for such purposes.

**13.8 Waiver of Subrogation Rights**

With respect to any insurance carried by tenant on or with respect to the premises or the contents thereof, Tenant waives all right of subrogation against Landlord in connection with any loss or damage thereby insured against. With respect to any insurance carried by Landlord on or with respect to the premises or the contents thereof, Landlord waives all right of subrogation against Tenant in connection with any loss or damage thereby insured against.

**13.9 Access to Books and Records**

In accordance with the Social Security Act and regulations, Landlord agrees that until the expiration of four (4) years after the expiration of this Lease it will make available, upon request of the Secretary of Health and Human Services or Comptroller General of the United States and their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of costs incurred by the Tenant. The Landlord further agrees that in the event it carries out any of the duties of the Lease through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, or with a related entity or organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of any service pursuant to such subcontract, the subcontractor shall, upon written request or oral request, make available to the U. S. Comptroller General, or any of their duly authorized representatives the subcontract and books, documents and records of such entity or organization as are necessary to verify the nature, extent and cost of such service.

**13.10 Integration and Amendment**

All negotiations, considerations, representations, and understandings between the parties are incorporated herein and are superseded hereby. This lease may not be amended or modified unless reduced and agreed to in writing, signed by both the Landlord and the Tenant. No waiver of any of the terms of this Lease by either party shall be binding on the other party unless reduced to writing and signed by both parties.

**13.11 Interest**

To the extent not otherwise provided for elsewhere in this Lease, all amounts owed by either party to the other hereunder shall be paid within thirty days from the date that a statement of account therefore is rendered, and all amounts (including Rent) not paid when due shall accrue and bear interest at the rate of 1.5 percent per month until paid.

Sweetser  
25 Mayo Road, Hampden, ME  
Page 12

13.12 Notice

Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if mailed, postage prepaid, registered or certified mail to the address stated above, or to such other address and to the attention of such other person or officer as either party may designate by notice.

13.13 Holding Over

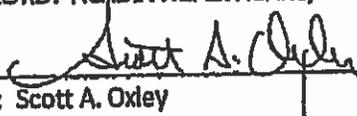
In the event the Tenant remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, the Tenant shall be deemed to be occupying the Premises as a Tenant at will only, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable. The rent in the event the Tenant holds over shall be 125% of the Rent in effect just before the expiration of the Term.

14. EXECUTION

In witness whereof Landlord and Tenant have caused this Lease to be signed by the undersigned hereunto duly authorized in counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

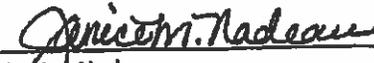
LANDLORD: ACADIA HEALTHCARE, INC.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Name: Scott A. Oxley  
Title: Vice-President, COO

TENANT: SWEETSER

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Name: Janice Nadeau  
Title: VP of Human Resources

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**ACADIA HEALTHCARE, INC.**

**LEASE**

**PREMISES AT 25 MAYO ROAD, HAMPDEN, MAINE**

**1. PARTIES AND DATE**

**1.1 The Date of this Lease is October 1, 2015**

**1.2 The Landlord is:**

<b>Name:</b>	<b>Acadia Healthcare Inc.</b>	
<b>Attn:</b>	<b>Scott Oxley</b>	<b>Chris Henderson</b>
	<b>Vica President, COO</b>	<b>Director of Facilities</b>
<b>Address:</b>	<b>268 Stillwater Avenue</b>	
	<b>P.O. Box 422</b>	
	<b>Bangor, ME 04402-0422</b>	
<b>Telephone:</b>	<b>207-973-6111</b>	
<b>Fax:</b>	<b>207-973-6109</b>	
<b>E-Mail:</b>	<b>soxley@emhs.org</b>	

**Rent Mailed to:**     **ATTN: Laurel Morrison**  
**Acadia Healthcare, Inc.**  
**P.O. Box 422**  
**Bangor, ME 04402-0422**

**1.3 The Tenant is:**

<b>Name:</b>	<b>Sweetser</b>
<b>Attn:</b>	<b>Janice Nadeau, VP of Human Resources</b>
<b>Address:</b>	<b>50 Moody Street</b>
	<b>Saco, ME 04072</b>
<b>Telephone:</b>	<b>(207) 294-4422</b>
<b>Fax:</b>	<b>(207) 294-4922</b>

**2. PREMISES**

**2.1 The Landlord leases to the Tenant the Premises known as  
25 Mayo Road  
Hampden, ME 04444**

- 2.2 The Premises are to be leased in a finished condition.
- 2.3 The Tenant shall be responsible at its own expense for the replacement and repair of all existing equipment, furniture and furnishings, including unattached and free standing workstations, connection to external providers of telephone and data services, all hubs, routers or similar switching equipment that will be needed to accomplish connection to external vendors of data and voice services, telephone equipment and telephone equipment installation and electronic flagging systems placed in the Premises.
- 2.4 The Tenant's entry and possession of the Premises shall constitute acknowledgment that the Premises are in good and tenantable condition.

### 3. TERM

- 3.1 The Initial Term shall run from October 1, 2015 – September 30, 2017, unless provided differently below.
- 3.2 Provided the Tenant is not in default under this Lease at the end of the Initial Term, the Tenant may exercise the option to lease the premises for an Optional Renewal Term by giving the Landlord written notice thereof not less than six months prior to the end of the Initial Term. The length of the Optional Renewal Term shall be determined by mutual agreement of the parties at the time the Tenant exercises its option.
- 3.3 The Initial Term, the Optional Renewal Term(s), if any, and any other renewals or extensions of this Lease shall constitute the Term of the Lease

### 4. RENT

- 4.1 The Base Rent shall be:

<u>Year</u>	<u>Suite Sq. Ft.</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
2015-2016	4,360 (*)	\$10.24	\$44,640	\$3,720
2016-2017	4,360 (*)	\$10.44	\$45,533	\$3,794

(\*) 3,400 square feet in home and 960 square feet in garage

- 4.2 The Tenant shall pay the Rent to the Landlord at the address above. Rental payments are due on the first of each month. Rent for any partial month shall be pro-rated.

4.3 The rent shall be increased by 2% per annum effective upon each optional renewal unless the annual inflation rate for the most recently available twelve months as determined by the Consumer Price Index (CPI) exceeds 4%. In that event, the Landlord shall establish a rent whose increase shall not exceed the annual rate of inflation.

4.4 The parties acknowledge and agree that the Rent hereunder is based on fair market value and is not determined in any manner which takes into account the volume or value of referrals or other business generated between the parties to this Lease.

## 5. RIGHT OF FIRST REFUSAL

During the term of this lease, Landlord may not sell the demised premises to a third party without first offering them to Tenant, who shall have sixty (60) days from receipt of a written offer to accept or reject the offer. If Tenant rejects Landlord's offer, Landlord shall not, for a period of ninety (90) days, sell the demised premises to any other person or entity upon more favorable terms or conditions without first offering such terms and conditions to Tenant. A sale of the demised premises shall not be deemed a termination of this lease, provided, however, that the Tenant may at its option terminate the Lease.

## 6. PURCHASE OPTION

6.1 The Tenant may, if this lease continues in force, elect to purchase the building at any time prior to September 30, 2017, by giving the Landlord 90 days prior notice of its intent and with consent of Landlord. The purchase price at that time will be Fair Market Value based on the average of two appraisals made by qualified appraisers, one of whom shall be chosen by the Landlord and one by the Tenant.

6.2 In the event that the purchase option described in paragraph 6.1 is exercised, the parties shall, by agreement, determine what portion of the monthly rent shall be credited toward the purchase price.

6.3 In the event the Tenant purchases the premises in accordance with paragraph 6.1, then for a period of ten (10) years after the purchase the Tenant may not sell the premises without first offering them to Landlord, who will have sixty (60) days from completion of the appraisal below to accept or reject the offer. The purchase price at that time will be Fair Market Value based on the average of two appraisals made by qualified appraisers, one of whom shall be chosen by the Landlord and one by the Tenant.

7. USE

The Tenant shall use the Premises as a mental health residential treatment facility, including uses incidental thereto. The Tenant shall not use the Premises to market the services of any other person or entity. The Tenant shall not engage or permit any activity on the Premises which would compete with activities of the Landlord or its affiliates. This section shall not be construed to prevent the Tenant from performing for the benefit of their own patients those procedures which are now, or in the future become, the usual procedures incidental to a residential treatment facility. The Tenant must remain licensed by the State of Maine as a Residential Child Care Facility during the term of this lease.

8. LANDLORD SERVICES AND OBLIGATIONS

8.1 The Landlord shall maintain and repair the roof, exterior walls, electrical, heating, air conditioning and plumbing systems. The Landlord will provide other services as mutually agreed upon with Tenant.

8.2 The Landlord shall not be liable to anyone for any interruption in or cessation of any service rendered to the Premises or to the building due to any accident, the making of repairs, alterations, or improvements, labor difficulties, trouble in obtaining fuel, electricity, services, or supplies from the sources from which they are usually obtained, or any other cause beyond its control.

9. DAMAGE OR DESTRUCTION

9.1 The Tenant agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire or other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The Tenant shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Tenant shall indemnify and hold the Landlord harmless against any damage to the premises by the Tenant, its agents, employees, invitees or licensees.

9.2 In the event the Premises are damaged or destroyed by fire, earthquake or any other casualty to such an extent as to render the same untenable in whole or substantial part, then Landlord or Tenant may, at its option terminate this Lease within thirty (30) days of the date of such damage or destruction by written notice thereof. In the event of partial damage or destruction of the premises, this Lease shall remain in effect provided that the Rent shall abate during the period of repair or restoration of the Premises; provided further that in the event Landlord's repair or restoration of the Premises is not completed sixty (60)

days following the date of the damage or destruction, the Tenant may, at its option, terminate this Lease effective as of the date of the written notice. All expenses of said repair or restoration shall be borne by Landlord. In the event of a termination of this Lease pursuant to this paragraph, any prepaid Rent or other payments made by the Tenant shall be pro-rated as of the date of the damage and destruction and refunded to Tenant.

#### 10. CONDEMNATION

In the event of a taking of the building in which the Premises are located by a legally constituted authority to such an extent as to render the same untenable in whole or in substantial part, then Landlord or Tenant may, at its option, terminate this Lease within 30 days of the taking of possession by such authority by written notice thereof. In the event of a partial taking of the premises, this Lease shall remain in effect provided that the Rent shall abate during the period of repair or restoration of the Premises; provided further that in the event Landlord's repair or restoration of the Premises is not completed sixty (60) days following the date of the taking by such authority, the Tenant may, at its option, terminate this Lease, effective as of the date of the written notice. All expenses of said repair or restoration shall be borne by the Landlord. In the event of a termination of this Lease pursuant to this paragraph, any prepaid Rent or any payments made by the Tenant shall be pro-rated as of the date of the taking and refunded to the Tenant. Such termination shall be without prejudice to any award to either party by the taking authority and neither party shall have any interest in any award made to the other party. For the purposes of this paragraph, condemnation shall be construed to include without limitation, alterations or construction required to be made to the premises in order to conform to rules and regulations, laws, ordinances and statutes applicable to the building in which the premises are a part.

#### 11. DEFAULT

11.1 It is covenanted and agreed that (i) if Tenant shall neglect or fail to pay the Rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof has been given by Landlord; or (ii) if Tenant shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed and such default shall continue for a period of thirty (30) days after written notice thereof has been given by Landlord, except that if such default cannot be cured with the exercise of all due diligence within said period, then said period of thirty (30) days shall be extended for such period as shall be required if Tenant commences forthwith and prosecutes the curing of the same with all due diligence; or (iii) if the estate hereby created shall be taken upon execution or by other process of law; or (iv) if any assignment shall be made the property of

Tenant for the benefit of creditors; or (v) If a receiver, guardian, conservator, trustee in involuntary bankruptcy; or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, and such proceedings are not promptly dismissed; or (vi) If a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun; or (vii) If Tenant shall file a petition for such reorganization or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted; then, and in any of the said cases, notwithstanding any waiver of any former breach, Landlord lawfully may, immediately or at any time thereafter, without demand or notice, terminate this Lease forthwith, enter into and upon the Premises, repossess the same, expel Tenant and those claiming through or under it, and remove its or their effects, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

11.2 Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord to pay and be liable for, on the days originally fixed, the Rent and other charges reserved as they would become due if this Lease had not been terminated or if Landlord had not entered or re-entered whether the Premises be relet or remain vacant in whole or in part or for the remainder of the Term or any part thereof. In the event the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises, including, but not limited to, remodeling costs, brokerage fees, and the like, and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the provisions of this Lease had been fully complied with by Tenant over and above the then cash rental value of the Premises for the balance of the Term.

11.3 If the Tenant shall default in the performance or observance of any covenant, condition, or other provision of this Lease, then the Landlord may, at its option, without waiving any claim for breach of agreement, and after such written notice as may be specifically required or provided elsewhere in this Lease, cure such default for the account of the Tenant, and the Tenant shall reimburse the Landlord for the amount paid therefor and any reasonable expense or contractual liability so incurred. The Landlord may collect any such amount as additional rent.

**12. TENANT'S OBLIGATIONS**

The Tenant covenants:

- 12.1** To pay, when due all Rent and other charges herein provided for;
- 12.2** To be responsible for cleaning, snow and ice removal, yard care, maintenance, utilities and janitorial services within and about the Premises;
- 12.3** Tenant will support Landlord's commitment to file for property tax exemption annually and be liable to pay such taxes as additional rent if exemption is not granted for reasons attributed to tenants use of the property or failure to cooperate in seeking an exception;
- 12.4** To keep the Premises in as good order, repair and condition as the same are in at the commencement of this lease, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear excepted; and, at the termination of this Lease, peaceably to yield up the Premises and (except as otherwise provided) all additions, alterations, and improvements thereto in such good order, repair, and condition, after first removing all goods and effects not attached to the Premises, repairing all damage caused by such removal, and leaving the Premises clean and tenantable;
- 12.5** To replace all light bulbs in the Premises as needed;
- 12.6** To store all refuse, including medical waste, in an appropriate manner;
- 12.7** Not to injure or deface the Premises or the building; not to permit on the Premises any flammable fluids, chemicals, nuisance, or objectionable noises or odor; not to permit the use of the Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to any law, ordinance, or regulation or which is liable to invalidate any insurance or increase the premiums for any insurance on the building or its contents or which is liable to render necessary any alterations or additions to the building;
- 12.8** Not to obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to the building or any inside or outside windows or doors; and to conform to all reasonable rules and security regulations now or hereafter made by the Landlord for the safety and use of the Premises, the building, its facilities, and approaches;
- 12.9** Not to assign this Lease or sublet the Premises or any part thereof, either by voluntary act, death, operation of law, or otherwise without the prior written approval of the Landlord, which shall not be unreasonably denied;

- 12.10 Not to make any alterations or additions in or to the Premises, nor to permit the making of any holes in any exterior part of the building, or to paint or place any signs, awnings, aerals, flagpoles, or the like which would be visible from outside of the Premises without the prior written approval of the Landlord, which shall not be unreasonably denied;
- 12.11 To defend and save the Landlord free, harmless and indemnified from any injury, loss, claim, or damage (including reasonable attorney's fees and expenses) to any person or property arising from, related to or in connection with the use and occupancy of the Premises or conduct of operation of the Tenant's business, except for any loss caused by the negligence or willful misconduct of the Landlord, its agent or employees; (ii) the Tenant shall store its property in and shall occupy the Premises and all other portions of the building at its own risk;
- 12.12 To maintain with responsible companies authorized to do business in the State of Maine and approved by the Landlord, liability insurance, with contractual liability endorsement covering the matters set forth in Section 12.11, against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million Dollars (\$1,000,000) and for damage to property in an amount of not less than One Hundred Thousand Dollars (\$100,000) made by or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct or operation of the Tenant's business, or caused by acts or omissions of the Tenant or by any of the Tenant's officers, agents, servants, suppliers, employees, contractors, invitees, licensees, or anyone else upon the premises. All insurance provided by the Tenant as required by this subsection shall name the Landlord as additional insured and shall include the holder of any mortgage on the fee or on any underlying or overriding leasehold estate under a standard mortgage clause to the extent of the landlord informs the Tenant of same in writing. On or before the commencement date, the Tenant shall deliver to the landlord appropriate certificates.
- 12.13 To adequately insure and to hold all property of the Tenant, including the Tenant's fixtures, furniture, equipment, and the like, at the Tenant's own risk and to pay when due all municipal, county, or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon, or about the Premises by the Tenant;
- 12.14 Not to move or place any safe, heavy equipment, freight, bulky matter, or heavy fixtures in or out of the building except at such times and in such manner as the Landlord shall designate after request from the Tenant;

- 12.15 To permit the Landlord or its agents or employees to examine the Premises at reasonable times to ensure that the Tenant is in compliance with the terms of this Lease;
- 12.16 To permit the Landlord at any reasonable time or times to decorate and to make repairs, alterations, additions, and improvements, structural or otherwise, in or to the building or any part thereof, and during such operations to take into and through the Premises or any part of the building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators, or other facilities;
- 12.17 Not to permit any employee, invitee, or licensee of the Tenant to violate a covenant or obligation of the Tenant hereunder.
- 12.18 Seek approval from Landlord prior to using third-part vendors for maintenance services.

13. MISCELLANEOUS

13.1 Quiet Enjoyment

Tenant, subject to the terms and provisions of this Lease, on payment of the Rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Premises during the Term without hindrance or ejection by any person whomsoever.

13.2 Bind and Inure

All of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties.

13.3 Invalidity of Particular Provisions

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

**13.4 Governing Law**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

**13.5 Paragraph Headings**

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

**13.6 Notice to Mortgagee**

After receiving written notice from any person, firm, or other entity that holds a mortgage which includes, as part of the mortgaged premises, the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this Lease, but such notice may be given by Tenant to Landlord and such holder concurrently.

**13.7 Lease Subordinate to Mortgage**

It is agreed that the rights and interest of Tenant under this Lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Premises, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements, and extensions thereof, if the mortgagee or trustee named in such mortgage or deed of trust shall: (i) elect by written notice delivered to Tenant to subject and subordinate the rights and interest of Tenant under this Lease to the lien of its mortgage and deed of trust, and (ii) shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default; otherwise, any mortgagee or trustee shall be deemed to have elected to give the rights and interest of Tenant under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election, upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this Lease shall be deemed to be subordinate to or have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall promptly execute and deliver whatever instruments may be required for such purposes.

**13.8 Waiver of Subrogation Rights**

With respect to any insurance carried by tenant on or with respect to the premises or the contents thereof, Tenant waives all right of subrogation against Landlord in connection with any loss or damage thereby insured against. With respect to any insurance carried by Landlord on or with respect to the premises or the contents thereof, Landlord waives all right of subrogation against Tenant in connection with any loss or damage thereby insured against.

**13.9 Access to Books and Records**

In accordance with the Social Security Act and regulations, Landlord agrees that until the expiration of four (4) years after the expiration of this Lease it will make available, upon request of the Secretary of Health and Human Services or Comptroller General of the United States and their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of costs incurred by the Tenant. The Landlord further agrees that in the event it carries out any of the duties of the Lease through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, or with a related entity or organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of any service pursuant to such subcontract, the subcontractor shall, upon written request or oral request, make available to the U. S. Comptroller General, or any of their duly authorized representatives the subcontract and books, documents and records of such entity or organization as are necessary to verify the nature, extent and cost of such service.

**13.10 Integration and Amendment**

All negotiations, considerations, representations, and understandings between the parties are incorporated herein and are superseded hereby. This lease may not be amended or modified unless reduced and agreed to in writing, signed by both the Landlord and the Tenant. No waiver of any of the terms of this Lease by either party shall be binding on the other party unless reduced to writing and signed by both parties.

**13.11 Interest**

To the extent not otherwise provided for elsewhere in this Lease, all amounts owed by either party to the other hereunder shall be paid within thirty days from the date that a statement of account therefore is rendered, and all amounts (including Rent) not paid when due shall accrue and bear interest at the rate of 1.5 percent per month until paid.

**13.12 Notice**

Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if mailed, postage prepaid, registered or certified mail to the address stated above, or to such other address and to the attention of such other person or officer as either party may designate by notice.

**13.13 Holding Over**

In the event the Tenant remains in possession of the Premises after the expiration of the Term and without the execution of a new lease, the Tenant shall be deemed to be occupying the Premises as a Tenant at will only, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable. The rent in the event the Tenant holds over shall be 125% of the Rent in effect just before the expiration of the Term.

**14. EXECUTION**

In witness whereof Landlord and Tenant have caused this Lease to be signed by the undersigned hereunto duly authorized in counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

LANDLORD: ACADIA HEALTHCARE, INC.

Swal D. Trask  
Witness

By: Scott A. Oxley  
Name: Scott A. Oxley  
Title: Vice-President, COO

TENANT: SWEETSER

Janice M. Nadeau  
Witness

By: Janice M. Nadeau  
Name: Janice Nadeau  
Title: VP of Human Resources

**FINANCE & ADMINISTRATION COMMITTEE MEETING**

Monday June 19th, 2017

**MINUTES**

Hampden Town Office

*Attending:**Councilor Stephen Wilde, Chair**Mayor David Ryder**Councilor Dennis Marble**Councilor Terry McAvoy**Councilor Mark Cormier**Councilor Ivan McPike**Councilor Greg Sirois**Town Manager Angus Jennings**DPW Director Sean Currier**Pool Director Darcey Peakall**Code Enf. Officer Myles Block**Chairman Wilde called the meeting to order at 6:00 p.m.***1. Meeting Minutes**

- a. **May 15<sup>th</sup>, 2017** – *Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes. Motion passed unanimously.*
- b. **June 7<sup>th</sup>, 2017** – *Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes. Motion passed unanimously.*

**2. Review & Sign Warrants** – *Warrants were reviewed and signed.***3. Old Business** – *None.***4. New Business**

- a. **Request for authorization for the expenditure of \$933.33 from Matching Grant Reserve Account (3-780-00) for the Town's share of a MMA Safety Enhancement Grant for two portable LED scene lights** – *requested by Public Safety Director Joe Rogers – Chairman Wilde noted that the amount requested was incorrect since the grant will cover 2/3 of the cost leaving 1/3 as the local match, which is \$833.33. Manager Jennings confirmed this. Motion by Councilor McPike seconded by Councilor Sirois to recommend Council authorization of \$833.33 from Matching Grant Reserve. Motion passed 6-0.*
- b. **Request for Town Council authorization of payment from Environment Trust Principal and Income for eligible expenses**

**pursuant to the Trust Indenture – referral from Environmental Trust Committee**

- i. Reimbursement from Environmental Trust, Principal to Host Community Benefit account for payments to Drumlin Environmental, LLC totaling \$108,907.21 from July 2008 through May 2016**
- ii. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management and Rain Garden costs totaling \$160,397.08 from July 2009 to September 2016**
- iii. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management and Rain Garden costs totaling \$20,385.00 from July 2009 to September 2016**
- iv. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management costs totaling \$70,821.55 from July 2016 to May 2017**
- v. Reimbursement from Environmental Trust, Income to General Fund for Stormwater Management totaling \$49,307.48 from May to June 2017**

*Manager Jennings summarized the work leading to these recommendations. There was a motion by Councilor McPike seconded by Councilor Sirois to recommend Council approval of the payment of \$108,907.21 from the Environmental Trust Principal account to the Town of Hampden for eligible expenses incurred from July 2008 through May 2016. Motion passed 7-0.*

*There was a motion by Chairman Wilde seconded by Councilor Marble to recommend Council approval of the payment of \$300,911.11 from the Environmental Trust Income account to the Town of Hampden for eligible expenses incurred from July 2009 through June 2016. Motion passed 7-0.*

- c. Contract awards for the 2017 Paving program RFP – recommended by DPW Director Sean Currier – Following the recommendation of the DPW Director, there was a motion by Mayor Ryder seconded by Councilor Sirois to award the base paving contract to Wellman Paving. Motion passed 7-0. There was a motion by Councilor McPike seconded by Councilor Marble to award the Hopkins Road paving contract to B&B Paving in the amount of \$48,634.60. Motion passed 7-0.**
- d. Contract award for the 2017 Pond Road Chip Seal RFP – recommended by DPW Director Sean Currier – There was a motion by Councilor McPike seconded by Councilor Sirois to award the Pond Road chip sealing contract to All States Asphalt in the amount of \$22,230. Motion passed 7-0. In response to a question from**

*Councilor Marble, Director Currier summarized the particular paving technique to be used in this location.*

- e. **Contract award for the 2017 Public Works Metal Roof Rehabilitation RFP and authorization for the expenditure of \$41,350 from the SW/Garage Reserve Account (03-777-00) – recommended by DPW Director Sean Currier – There was a motion by Councilor Sirois seconded by Councilor McPike to award the roofing contract to Gates Construction. Director Currier explained that project costs were about 10% higher than projected due to the Fire Code requirement for the inclusion of spray foam insulation. Councilor Marble asked if any other bids were received and Director Currier said they had advertised the job in the BDN and various construction sites but that only one bid was received. Motion passed 7-0.**
  
- f. **Contract award for the 2017 Lura Hoit Memorial Pool Interior Painting RFP and authorization for the expenditure of \$10,000 from the Pool Reserve Account (03-771-00) – recommended by Pool Director, Darcey Peakall – There was a motion by Councilor Sirois seconded by Councilor McPike to award the pool painting contract to R&M Painting and to recommend Council authorization of \$10,000 from the Pool Reserve for that purpose. Motion passed 7-0.**
  
- g. **Discussion regarding the effect of voter disapproval of the proposed FY18 RSU-22 Budget including anticipated process and timeline for another School Budget Meeting and Referendum – There was discussion about upcoming opportunities to discuss the school budget. Councilor Sirois said the Town should have a presence at the meetings. Councilor Marble said the Council's decision on the earlier budget contributed to high voter turnout. He said we should restate our goal to protect taxpayers' interests. Councilor McAvoy said the prior Council position was communicated to voters by a mailer and he said we should do so again, and Councilor Sirois agreed. Mayor Ryder also agreed, saying the next one should have very little text. Councilor Sirois said that, especially with summer vacation schedules, the mailer must be clear and concise. Councilor Wilde said it should show longer-term cost trend. Manager Jennings presented the recent Lewiston school budget ballot which included a non-binding Question 2 allowing voters to communicate whether they felt the school budget was too high, too low or just right. The Committee agreed this would be good to include on RSU-22 ballots. The Town Clerk summarized applicable procedural and timeline requirements. Manager Jennings noted that the mailer would have to be turned around quickly after he returns from vacation on July 17.**

- h. Review of the proposed FY18 Town and Sewer Budgets –**  
*Manager Jennings summarized his memo in the meeting packet regarding the need to add \$70,919 to the FY18 budget in order to make payments on three vehicles that were already purchased (or in one case leased). He said these amounts were included in the materials discussed at the Capital / Reserve budget meeting and had been intended to be inserted into the budget following that meeting. This amount represents obligated payments for DPW vehicles in FY18.*

*Councilor Marble made a motion, seconded by Councilor Sirois, to increase the budgeted staff COLA to 2% for FY18 to recognize the good work of town staff. Mayor Ryder asked Manager Jennings if the current proposed budget included a 1% COLA and Manager Jennings confirmed that it did. Mayor Ryder said he's more in favor of merit increases than across-the-board COLA. He said he is happy to leave it at 1%. Councilor Sirois said that 2.5-3% COLA is typical in the private sector, and said that the proposed 2% is not extreme. The motion failed 2-5 with Councilors Marble and Sirois in support.*

*There was a motion by Councilor McAvoy seconded by Councilor Marble to increase the FY18 draw from Fund Balance to \$300,000 (from the \$200,000 in the current draft budget). The motion passed 6-1 with Councilor Cormier opposed.*

*There was a motion by Councilor Sirois seconded by Councilor Marble to add the Town Engineer position that had been removed from the Town Council proposed budget. The motion failed 3-4 with Chairman Wilde, Mayor Ryder, Councilor McAvoy and Councilor Cormier opposed.*

- 5. Public Comment – None.**
- 6. Committee Member Comments – None.**
- 7. Adjournment**

*There being no further business, the meeting was adjourned at 7:00 p.m.*

Respectfully submitted –  
Angus Jennings, Town Manager

**INFRASTRUCTURE COMMITTEE MEETING**

Monday, May 22, 2016

**MINUTES***Attending:*

*Councilor Greg Sirois, Chair  
Councilor Ivan McPike  
Mayor David Ryder  
Councilor Terry McAvoy  
Councilor Mark Cormier  
Councilor Dennis Mable  
Councilor Stephen Wilde*

*Town Manager Angus Jennings  
DPW Director Sean Currier  
Rosemary Bezanson (staff)  
Chief Joseph Rogers*

Chairman Sirois called the meeting to order at 6 PM.

1. **MINUTES** – April 24, 2017 Meeting. Councilor Mable made a motion to accept minutes as written, this motion was seconded by Councilor McVoy. 7-0 vote in favor.
2. **OLD BUSINESS**
  - a. **Review of May 18, 2017 report from MaineDEP regarding their inspection of Hampden's Combined Sewer Overflow (CSO) on May 3, 2017**

DPW Director Sean Currier spoke about the May 3<sup>rd</sup> inspection, he stated there were no issues. Hampden passed with a good report.

- b. **Preliminary review by Drumlin, LLC of 2016 Pine Tree Landfill Post-Closure Annual Report**

Town Manager Jennings update the Committee on the Preliminary Report from Drumlin's March/April time frame. Manager Jennings stated the Bill Lippincott voiced his concerns at a previous meeting about the continued oversight role needed.

Councilor Marble stated his concerns over not getting a clear picture of what the reports say.

Councilor McPike stated that the DEP has a trust that they can utilize to ensure that things go right at the landfill.

### 3. **NEW BUSINESS**

- a. **Update on Environmental Trust Committee actions at their May 18 meeting, and referral of expenses for Town Council authorization of payment from Environmental Trust Principal and Income.**

Town Manager Jennings, stated that all the items were accepted by Trust. Storm water expenses, 7 years of expenses out of principal for Drumlin, Storm water management.

Council Marble made a motion to refer to Council for acceptance of the funds this motion was seconded by Councilor McVoy. The vote was seven in favor and none against. 7-0

- b. **Review and determine Committee position on proposed LD 1588, An Act to Maintain Mail Routes and Access to Residential Structures.**

DPW Director Currier spoke to this item, stating the town would not be able to discontinue a road and leave an easement if it leads to any property, and any easement must be kept passable by the town. No single access road can be discontinued if there is (1) one or more residential structures on it. It would require year around town maintenance of any established "mail route" whether it's public or private or discontinued or abandoned.

Committee has no real concerns.

- c. **Review and determine Committee position on proposed LD 1564, An Act to Ensure the Effectiveness of Tax Increment Financing.**

Town Manager Jennings spoke to this proposed bill, basically it would limit how the town can use TIF's, and the businesses that can receive a Credit Enhancement Agreement.

Councilor McVoy was the only Member against the proposal.

- d. **Discussion of FY18 Infrastructure Committee priorities.**

The Committee went over the list with DPW Director Currier, and Town Manager Jennings.

Western Avenue sidewalk project – next year.  
Revised Sewer rates.  
Sewer maintenance and management.

State & Federal funded projects – 1A and Western Avenue  
Solid Waste future – Curbside  
Investment into Transfer Station  
Decal policy direction  
Pine Tree Closure  
GPS tracking on Public Works Vehicles  
Through the GPS tracking and storm tracking – cost for plowing /sanding/salting is \$3541.00 per mile/ with materials 4861.00 per mile, for 80 miles of Road.  
(back up documentation on how these costs were arrived at)  
Mapping sewer  
LED lighting – exterior lighting and ongoing interior lighting.  
Watershed – easements and parcel lines, burial site that go unmarked a potential project for eagle scout, for proper marker.  
Storm water utility fee 2- 3 year to put in place.  
Present Enforcement of the transfer Station Policy.  
Councilor McVoy asked about the personnel at the transfer Station checking decals.  
Should be picking up trash and walking around helping with trash being disposed.  
Letters are being sent to violators.  
Some staff changes are taking place within the next month.

Councilor McPike stated the waterfront development and testing of the River.

Engineer cost \$ for the budget  
Why \$8000/year being charged for meter reading from the water district.

**4. PUBLIC AND STAFF COMMENTS**

**5. COMMITTEE MEMBER COMMENTS**

Motion to adjourn 7:10 PM



Town of Hampden  
**Planning and Development Committee**  
 Wednesday May 17, 2017, 6:00 pm  
 Municipal Building Council Chambers  
**Minutes**

Attending:

Committee/Council

Ivan McPike-Chair  
 Terry McAvoy  
 David Ryder  
 Dennis Marble  
 Mark Cormier  
 Steve Wilde  
 Greg Sirois

Staff

Angus Jennings, Town Manager  
 Karen Cullen, Town Planner  
 Myles Block, Code Enforcement

Public

None

Chairman McPike called the meeting to order at 6:02 pm.

1. Approval of May 3, 2017 Minutes – **Motion** to approve as submitted made by Mayor Ryder with second by Councilor McAvoy; carried 5/0/0.
2. Committee Applications: None.
3. Updates:
  - a. **MRC/Fiberight:** The construction schedule was included in the packet, they are starting the water line on Coldbrook Road first and expect it to be completed in about one month. They have provided us with a traffic control plan and will be mailing a letter to all residents and businesses on Coldbrook Road (in the area of construction) as well as those in the neighborhoods with access only from Coldbrook Road. On site, they are doing erosion control work and dewatering some areas in preparation for resuming construction once the water line is completed on Coldbrook Road. A new utility plan set has been received and reviewed by the appropriate parties. The MRC and Hampden Water District have executed their agreement, apparently that was part of the delay in getting construction underway this year.
  - b. **Staff Report:**
    - i. Planner Cullen noted the Town Manager's priority matrix was included in the packet. Discussion on the matrix included adding the development of a marketing package to provide prospective businesses with easy to access information about the town and development opportunities. Manager Jennings said we have the capability to put something together, it's a matter of prioritizing with other

projects. Planner Cullen noted some of the items in the matrix are done or nearly done, e.g. the Ammo Park boundary agreement, the fees Ordinance, and some of the zoning ordinance amendments.

- ii. Staff reported that there are two new signs at the entrance to Marina Road; they were purchased and installed by the private businesses at the marina. Staff is monitoring this situation as we move forward with securing permission from the City of Bangor to place a single sign for the park and two businesses within their right-of-way. Once we have that, we will move forward with design and obtaining the sign, in partnership with the two businesses.
- iii. Staff has contacted a regional gas station/convenience store company after Councilor McPike made an initial contact with them; they may be interested in locating on Coldbrook Road, possibly near the intersection with Route 202.
- iv. Manager Jennings noted that getting more customers on the new sewer line out by Fiberright may become important to increase flow cycling through the pump station to prevent odors from becoming a problem. Councilor McPike noted that reaching out to greenhouse growers (tomatoes, lettuce, etc.) to be sited near the Fiberright facility would make sense, as they can use the byproducts from the processing in their agricultural operations.
- v. Manager Jennings said the project with Cianbro and UMaine is moving forward, he has been in contact with Janet Hughes (owner of the property where it will be) and noted a staff level meeting will be set up soon, with the expectation that they will give a presentation to P&D at one of the June meetings (tentative).
- vi. Manager Jennings noted the discussions with UMaine regarding developing space at the business park for some of their other innovative efforts will probably move forward after the Cianbro project is settled.

4. Old Business: None.

5. New Business: None.

6. Zoning Considerations/Discussion:

- a. Planner Cullen reported that the Planning Board's Ordinance Committee met last night and had a good discussion of the proposed amendment to the definitions regarding processing, municipal solid waste, and transfer stations. The Committee was unanimous in their full support of adopting these amendments, as they will protect the citizens of Hampden from the possibility of having a transfer station in town. A public hearing will be held at the June 14<sup>th</sup> Planning Board meeting, with the expectation that it will be in front of Town Council for public hearing at the first meeting in July.
- b. Planner Cullen described the dimensional table, and briefly discussed some of the issues uncovered as she developed it (e.g. three terms dealing with land coverage). She also noted there are 30 footnotes to the table, and just today while researching something else she found several other parts of the ordinance (in Article 4) that belong in the dimensional table, which will further complicate it. The goal is to end up with a simpler table that has appropriate requirements for each district and reduces confusion.

She also noted that, similar to the Village Commercial districts, where about 90% of the parcels are nonconforming to the requirements listed in this table, 100% of the parcels in the Seasonal district are nonconforming. As part of the work to revise the table to make more sense, she will be analyzing the parcels in these districts to figure out what the requirements should be, with the goal of making at least 75% of the parcels conforming. While uses on such lots can continue, if the lot is nonconforming it is more difficult to get permission to improve the property; this is especially true in the Village Commercial districts. Finally, she noted this work will include new requirements for a future town center district – that project has not been forgotten, but it depends on the work now being done on Article 3.

7. Citizen Initiatives: None.
8. Public Comments: None.
9. Committee Member Comments: Councilor Marble commented that there is a new real estate sign which is quite large out at the new subdivision on Bog Road; CEO Block will take a look at that. He also suggested that a private group such as a “friends of the” could be formed to work on securing funding to purchase and own the boat landing.

Mayor Ryder asked if staff could provide Town Council with a quick written summary or list of new projects being undertaken in town on a regular basis, so they are better prepared to answer questions from residents. This would include applications before the planning board as well as new building permits.

10. Adjournment: **Motion** to adjourn at 6:58 pm by Councilor McAvoy; seconded by Councilor Marble, carried 7/0/0.

*Respectfully submitted by  
Karen Cullen, Town Planner*

## SERVICES COMMITTEE MEETING

Monday, May 8, 2017

### MINUTES

*Attending:*

*Councilor Dennis Marble, Chair  
Mayor David Ryder  
Councilor Greg Sirois  
Councilor Ivan McPike  
Councilor Mark Cormier*

*Town Manager Angus Jennings  
GIS-IT Specialist Kyle Severance  
Recreation Director Shelley Abbott  
Councilor Stephen Wilde  
Councilor Terry McAvoy  
~15 others in attendance*

#### 1. MINUTES

**a. April 10, 2017 – Motion by Councilor Sirois seconded by Councilor McAvoy to approve the meeting minutes. Motion carried 7-0.**

#### 2. COMMITTEE APPLICATIONS

**a. Susan O'Brien – Application for reappointment to Pool Board – Motion by Council Sirois seconded by Councilor Wilde. Motion carried 7-0.**

#### 3. OLD BUSINESS

**a. Update on broadband grant – Kyle Severance, GIS/IT Specialist – Mr. Severance presented information on the current status of the broadband pilot study including information gathered from recent meetings with internet service providers Spectrum (formerly Time Warner Cable) and TDS Telecom. The next step in the study involves surveying the residents of Hampden to collect data and analyze before moving forward at looking towards options to potentially improve the broadband services for the town.**

**b. Recommended vendor and cost for contract for Design, Engineering and Permitting for Pool and Municipal Building Site – Angus Jennings, Town Manager –Town Manager Jennings, Public Works Director Currier, and Recreation Director Abbott interviewed finalists WBRC and Woodard and Curran and deemed t both to be highly qualified. Town manager Jennings recommended Woodard and Curran as he felt they presented a more detailed breakdown of the tasks and provided a more detailed understanding of the public involvement aspect. Manager Jennings offered the council to go with either recommendation or, if they request, schedule additional interviews. Councilor Sirois asked about the cost amounts to which Manager Jennings responded that the two firms interviewed (WBRC And Woodard and Curran) bid \$10k less in their proposals compared to the**

other firms (CES and AE Hodsdon). Woodard and Curran came in at \$3,200 more than WBRC. Chairman Marble asked what is needed for process to move forward to which Manager Jennings responded that reserve appropriation is needed by the finance committee. Councilor McPike motioned recommendation of the Woodard and Curran contract proposal to be referred to the Finance and Administration Committee, Councilor McAvoy seconded. Motion carried 5-2.

- c. **Discussion of proposed FY18 budget for The Bus - Chairman Marble stated that this item is to be discussed at the 7:00pm budget workshop, but seeing a number of members from the public in attendance to speak on this topic, he offered to have them speak now if they were not able to wait until after 7:00pm. No one in attendance spoke on this topic at this time.**
- d. **Update on Kiwanis operations and maintenance of Civic Center and its lease with the Town of Hampden (continued from March 13, 2017) – Mr. Dennis Whitcomb, representing the Kiwanis, seeking to have the town pay roughly \$8K a year to take over the costs associated with the maintenance of the civic center building located at 55 Main Rd N. The Kiwanis has been functioning in Hampden for 58 years, but due to the decline of membership, especially with youth, they are having difficulty with maintenance costs such as electrical (the heating is through electric heat pumps). Many organizations rely of this location to function and there are many different fundraisers that bring in revenue. A member of public, resident Angela R., stated that she is in support of the use of tax dollars to keep this building running. Mayor Ryder motioned for the town manager to investigate the building costs in detail and report back to the council, motion seconded by Councilor Sirois. Motion carried 7-0.**

#### **4. NEW BUSINESS**

- a. **Request for authorization of \$6179.89 from Recreation Clearing Account for the purchase of field maintenance equipment – Shelley Abbott, Recreation Director broke down the request to the specific items and services for the field maintenance request. Manager Jennings reviewed the recreation clearing house budget for the council which has a supporting balance for this purchase request. Councilor McAvoy asked when public works would have time to do this field maintenance work to which Director Abbott stated that this type of maintenance pays for itself (aerate and rolling) over time and greatly adds to the quality of the fields. There was discussion over the length of life of a John Deere tractor. Mayor Ryder motioned to refer the purchase authorization to the Finance and Administration Committee, Councilor Sirois seconded. Motion carried 6-1.**

**b. Request from Pebblestone Farm for permission to set up in Town Office parking lot concurrent with Hampden Farmers' Market -** *Chairman Marble explained that since the Pebblestone Farm is a non-Hampden business it should not have been on the agenda due to policy and apologized for the oversight. Peter Witt, Hampden resident, asked about the policy and how it's handled. Marble explained that the Farmers Market is a State-recognized organization and the town doesn't play a role in regulating which farmers can be vendors. Johanna Burdett spoke on behalf of the Farmers Market, circulated their bylaws, and explained how they handle applicants. She encouraged the town to review their bylaws to avoid these situations going forward. She recommended a formal agreement between the town and the Farmers Market. Councilor McPike asked if the Hampden farmers have precedent. Burdett responded that they don't, they have to be mindful of the products vendors are selling. Manager Jennings clarified that these Hampden farmers that aren't given precedent can petition the town to set up next to the farmers' market. Councilor Mcavoy asked if they are a non-profit and expressed concern that if they are not non-profit they would be a private organization and that has greater implications when they are operating on the public municipal lot. Jeremy Clay, resident, asked if they are at capacity. Response: yes. Discussion continued on the competition of vendors within the market. It was concluded and reaffirmed that this is a farmer's market topic and should not be a topic at a town meeting.*

**C. Discussion of FY18 Services Committee policy priorities –** *Chairman Marble read the policy priority list verbatim then opened the floor. Manager Angus explained this is an effort to put all the current and future projects on a one-page sheet to get everyone to be looking at the same list in order to guide work priorities going forward.*

**5. PUBLIC AND STAFF COMMENTS –** *None.*

**6. COMMITTEE MEMBER COMMENTS –** *Councilor Sirois commented about a future opportunity involving VFW and cemetery mapping projects with the boy scouts.*

*There being no further business, the meeting was adjourned at 7:00PM.*

*Respectfully submitted –  
Kyle Severance, GIS/IT Specialist*



D-3-a

Check One:  Initial Application  
 Reappointment Application

TOWN OF HAMPDEN  
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Austin Jennifer L  
LAST FIRST MI

ADDRESS: 52 Papermill Rd Hampden 04444  
STREET TOWN ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 991-3347 \_\_\_\_\_  
HOME WORK

EMAIL: jennaust@tds.net

OCCUPATION: Project Manager

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Historic Preservation Commission Planning Board

SECOND CHOICE (OPTIONAL): Dyer Library Recreation Committee

How would your experience, education and/or occupation be a benefit to this board or committee? \_\_\_\_\_

As a professional project manager, I facilitate groups of people who don't normally  
work together to achieve a comon goal.

Are there any issues you feel this board or committee should address, or should continue to address? \_\_\_\_\_

No, I'd just like to volunteer some time to the town.

3 YEAR

BOARD OF ASSESSMENT REVIEW  
PERSONNEL APPEALS BOARD  
LURA HOIT MEMORIAL POOL  
HARBOR COMMITTEE

DYER LIBRARY  
RECREATION COMMITTEE  
BOARD OF APPEALS  
HISTORIC PRESERVATION COMMISSION

5 YEAR  
PLANNING BOARD

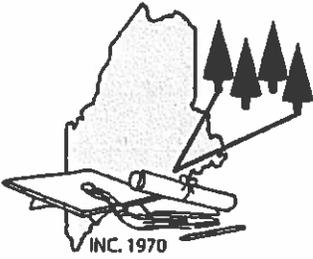
FOR TOWN USE ONLY

Date Application Received: MAY 15 2017

COUNCIL COMMITTEE ACTION: P & D DATE: 6/21/17

COUNCIL ACTION: \_\_\_\_\_ DATE: \_\_\_\_\_

NEW APPT  REAPPOINTMENT DATE APPOINTMENT EXPIRES: \_\_\_\_\_



# Maine Regional School Unit #22

Hampden, Newburgh, Winterport, Frankfort

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

RICHARD A. LYONS  
*Superintendent of Schools*  
 rlyons@rsu22.us

EMIL P. GENEST  
*Assistant Superintendent for Business*  
 egenest@rsu22.us

June 23, 2017

Angus Jennings  
 Town Manager  
 Town of Hampden  
 106 Western Avenue  
 Hampden, ME 04444

Dear Angus:

As you are aware, the RSU #22 2017-2018 proposed budget was defeated at the June 13<sup>th</sup> referendum validation.

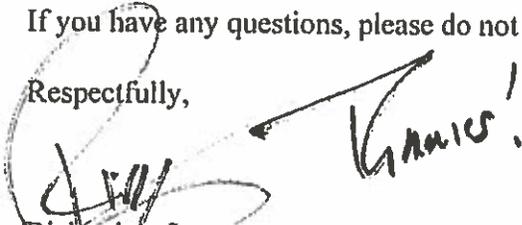
I want to inform you of next steps. The following overview denotes those steps:

- June 29<sup>th</sup> – Joint Budget and Finance Committee meeting 7:00 p.m. at Hampden Academy Library.
- July 12<sup>th</sup> – Regular Board of Directors meeting 7:00 p.m. at Hampden Academy Library. The budget will be affirmed.
- July 25<sup>th</sup> – District Budget Meeting 7:00 p.m. at Hampden Academy Gymnasium.
- August 1<sup>st</sup> – Budget Referendum Validation

I encourage you to distribute to relevant stakeholders.

If you have any questions, please do not hesitate to contact me.

Respectfully,

  
 Richard A. Lyons  
 Superintendent of Schools



**Memorandum**

TO: Town Council  
FROM: Paula Scott, Town Clerk  
DATE: July 11, 2017  
RE: Reserve funds request for vital records restoration

---

I would like to request authorization for the expenditure of \$2,940.00 from reserve account 3-719-00 as approved in the FY18 budget for the restoration of the following vital records:

Marriage Intentions	1867-1891
Marriages	1892-1910
Deaths	1868-1891

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



**Phone:** (207) 862-3034  
**Fax:** (207) 862-5067  
**Email:**  
townmanager@hampdenmaine.gov

**TO:** Services Committee and Town Council  
**FROM:** Angus Jennings, Town Manager  
**DATE:** June 29, 2017  
**RE:** Request for authorization of Marina Reserve funds

---

As was previously announced, the Town was awarded a Submerged Lands Grant from the Maine Department of Agriculture, Conservation & Forestry to support replacement of the Town-owned floating dock at the Town Marina.

The State award paperwork and agreement are enclosed, along with the successful grant application.

Prior to executing the agreement, I am seeking Council authorization of \$12,700.00 from the Marina Reserve fund in order to provide the required local match.

The Town Planner will represent this request at the July 10 meeting of the Services Committee and, upon the Committee's referral, this would be included on the meeting agendas for the July 17 Finance and Council meetings.

Upon Council authorization of funds I will execute the paperwork and we will move forward with the work. The State Program Administrator John Noll is aware that this is how we are proceeding and is agreeable to this timeline.

**cc:** *Karen Cullen, AICP, Town Planner*  
*Sean Currier, DPW Director*  
*Peter Neal, Harbormaster*

**Current Account Status**

**G 3-773-00 RESERVE ACCT / MARINA**

-13,947.49 = Beg Bal  
0.00 = Adjust

0.00 = YTD Net  
0.00 = YTD Enc

-13,947.49 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
<b>Totals-</b>							<b>0.00</b>	<b>0.00</b>

**Monthly Summary**

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
<b>Totals</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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



Phone: (207) 862-4500  
Fax: (207) 862-5067  
email: adminasst@hampdenmaine.gov

Town of Hampden  
RECEIVED

JUN 27 2017

Office of the  
Town Manager

TO: Angus Jennings, Town Manager  
FROM: Rosemary Bezanson, Administrative Assistant  
DATE: June 22, 2017  
RE: Ambulance Bill Abatements – 2014-2015

The purpose of this memo is to request that the following amounts be abated for ambulance bills generated in 2014 and 2015. They have been billed on our behalf by the City of Bangor on four occasions and have not been paid. The majority of the amounts outstanding are from those who did not have insurance or had insurance that did not cover ambulance costs. Some of the amounts are balances left after insurance paid a portion of the bill. Since it is not the policy of the Town to pursue collection activity on these accounts, to maintain a receivable list that is accurate, it is necessary periodically to abate those amounts that are delinquent beyond two years.

2014 - \$35,552.38 – This represents 10% of the amount billed for 2014. The billed amount was \$351,707.60. Adjustment amounts for insurance amounted to \$130,373.24 and the total amount paid was \$185,781.98. Bills with no payments at all for the year amounted to \$32,042.88, unpaid copay amounts on insurance paid claims was \$3,509.50.

2015 - \$36,560.15 – this represents 9% of the amount billed for 2015. The billed amount was \$391,730.80. Adjustment amounts for insurance amounted to \$151,897.19 and the total amount paid was \$202,513.26. Bills with no payments at all for the year amounted to \$31,308.20, unpaid copay amounts on insured paid claims was \$5,251.95.

The total for the two years to be abated is \$72,112.53. Backup lists for these amounts cannot be publicly provided with this memo due to privacy laws.

Thank you,

Rosemary Bezanson

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-4500  
Fax: (207) 862-5067  
email: adminasst@hampdenmaine.gov

Town of Hampden  
RECEIVED

JUN 23 2017

Office of the  
Town Manager

To: Angus Jennings, Town Manager  
From: Rosemary Bezanson, Administrative Assistant  
Re: Ambulance billing – year 2014 abatement request  
Date: June 20, 2017

---

Here is a breakdown of the ambulance payments for the calendar year 2014.

Total amount billed for 2014 ambulance	\$351,707.60	
Amount collected for 2014 (to date)	\$185,781.98	53%
Amount adjusted (medicare/insurance)	\$130,373.24	37%
Uncollected amount - to date	\$ 35,552.38	10%
<i>Non-payment – copays</i>	\$ 3,509.50	10%
<i>Non-payments – no insurance</i>	\$ 32,042.88	90%

The total uncollected amount that the Council would be asked to abate is \$35,552.38 for calendar year 2014. This represents 10% of the total billed.

Cc: Chief Rogers, Director of Public Safety

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



Phone: (207) 862-4500  
Fax: (207) 862-5067  
email: adminasst@hampdenmaine.gov

Town of Hampden  
RECEIVED

JUN 23 2017

Office of the  
Town Manager

To: Angus Jennings, Town Manager  
From: Rosemary Bezanson, Administrative Assistant  
Re: Ambulance billing – year 2015 abatement request  
Date: June 20, 2017

---

Here is a breakdown of the ambulance payments for the calendar year 2015.

Total amount billed for 2015 ambulance	\$391,730.80	
Amount collected for 2015 (to date)	\$202,513.26	52%
Amount adjusted (medicare/insurance)	\$151,897.19	39%
Uncollected amount - to date	\$ 36,560.15	09%
Medicare take back (still pending)	\$ 760.19	
<i>Non-payment – copays</i>	\$ 5,251.95	15%
<i>Non-payments – no insurance</i>	\$ 31,308.20	85%

The total uncollected amount that the Council would be asked to abate is \$36,560.15, for calendar year 2015. This represents 9% of the total billed.

Cc: Chief Rogers, Director of Public Safety

# Memo

**To:** Town of Hampden Finance Committee  
**From:** Barbara A. Geaghan, Tax Collector  
**cc:** Angus Jennings, Town Manager  
**Date:** July 3, 2017  
**Re:** 2018 Tax Club

---

I am requesting the authorization of a tax club for 2018. It is my understanding that the Town has offered a Tax club for many years. Authorization is needed annually.

During the 2016/2017 Tax Year, there were approximately 50 citizens enrolled in the program.

Thank you for your consideration.

Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444



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

**TOWN OF HAMPDEN  
TAX CLUB ENROLLMENT AGREEMENT**

I, \_\_\_\_\_, as the owner and person responsible for the payment of annual property tax on my primary and legal residence located at \_\_\_\_\_, and identified on the Town of Hampden Tax Maps as Map \_\_\_\_\_, Lot \_\_\_\_\_, in the Town of Hampden, and State of Maine, do hereby enroll in the 2018 Tax Club as established by the Council for the Town of Hampden at their July 17, 2017 meeting, and agree to the stated terms contained herein:

1. Membership is limited to the taxpayer's primary residence; defined as the physical address where you live and claim residence.
2. The taxpayer's account must be current, i.e. no balances of prior year taxes.
3. Tax Club enrollment period begins no earlier than August 1, 2017, and no later than September 1, 2017.
4. The first payment is due September 15, 2017.
5. Tax Club payments are due on the 15<sup>th</sup> of each month.
6. The last payment and any remaining balance must be paid no later than June 15, 2018.
7. Payments may be made in person or by mail. A 5 day grace period will be allowed for receipt of timely payments.
8. Late payments will cancel enrollment in the Tax Club, thus applying interest to the unpaid balance, and may prohibit enrollment in future tax clubs.
9. Monthly payments will be calculated by the Tax Collector's office and the payment coupon books will be printed.

If you do not understand, or cannot read any part of this agreement, please ask for assistance.

Taxpayer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tax Collector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Return this document no later than September 1, 2017 to:  
Barbara Geaghan, Tax Collector, Town of Hampden, 106 Western Ave., Hampden, ME. 04444



Paula Scott &lt;clerk@hampdenmaine.gov&gt;

---

**Re: Hampden - Legal Information Request - Tax Club**

3 messages

---

Angus Jennings <townmanager@hampdenmaine.gov>  
To: Barbara Geaghan <taxcollector@hampdenmaine.gov>  
Cc: Paula Scott <clerk@hampdenmaine.gov>

Tue, May 16, 2017 at 11:11 AM

This is great info. What time of year do you think makes the most sense for this to be an annual action by the Council? I'm thinking either the date of the budget vote (second mtg of June); the first mtg of July; or the date of the tax commitment (in August). Whenever we do it this season I'd like to repeat in future years. Thanks

On Tue, May 16, 2017 at 7:39 AM, Barbara Geaghan <taxcollector@hampdenmaine.gov> wrote:

This information came in yesterday.  
My original email to them was sent April 27th.

Barbara A. Geaghan  
Town of Hampden  
Tax Collector  
Motor Vehicle Agent  
General Assistance Director

----- Forwarded message -----

From: **Legal Services Department** <legal@memun.org>  
Date: Mon, May 15, 2017 at 2:10 AM  
Subject: RE: Hampden - Legal Information Request - Tax Club  
To: "taxcollector@hampdenmaine.gov" <taxcollector@hampdenmaine.gov>

Dear Barbara,

I hope all is well with you and that you are enjoying your new job. I apologize for the delay in responding to your email below and appreciate your patience.

Attached you will find several documents related to a tax club program in Rockport and a *Maine Townsman* Legal Note discussing the issue of tax clubs. The following links will provide you with access to tax club documents related to programs in Madison, Houlton, and Lincoln:

<http://www.madisonmaine.com/index.php/live/government/tax-collector/82-tax-collection-information> ; <http://www.houlton-maine.com/about-houlton/join-the-tax-club/> ; <http://lincolmaine.org/municipal-code/> (see section 1105).

I believe that all of the MMA attorneys agree that a Council vote would be needed annually to authorize the collector to offer tax club agreements to taxpayers, establish the due dates and interest rates that will apply in a given tax club year, and authorize the collector to accept payments before taxes are committed. The annual Council vote is necessary in order to comply with 36 MRSA sections 505 and 506. We take this position because a municipality generally has no home rule authority in the area of property taxation and

tax collection. The vote should take the form of a Council order. I'm sure there is a template that the Council has used in the past for the preamble language of a Council order. The body of the order would be wording that is similar to the text of the Rockport town meeting warrant article and the document entitled "Town of Rockport Tax Club Program," which is similar to the language in the club material used in the other towns. In Lincoln, they have adopted the basic framework for a tax club program by ordinance, which is included in the Lincoln Code. That ordinance expressly requires an annual vote of the Council to provide authority for the tax collector each year, so I'm not really sure what is gained by having the ordinance. The town of Houlton has a council/manager form of government like Lincoln and Hampden; Rockport and Madison are selectperson/town meeting/town manager communities. I wasn't able to access the Houlton code online, so don't know if they have an ordinance similar to Lincoln's or just take a Council vote annually without an ordinance. You may want to call the tax collectors in those communities to learn more about their programs and gain practical insights into the administration of their clubs.

The payment schedule for a tax club is up to the town to fashion. The payment plan may have 12 payments, but it also would be legal to have fewer payments. You could set it up with the number of payments that best coordinate with the date on which the annual budget is approved and the date on which the tax lien process will need to start for that tax year. Since a lien process must be started between 9 and 12 months from the commitment date of the tax, it is advisable to have the due date for the last payment under the tax club fall sometime before the tax collector needs to send a 30 day notice. That may reduce the number of payments included in the tax club. Ultimately, even if a tax club only offered 7 or 8 payments, it still would make the payment of property taxes easier to budget and more manageable for a taxpayer than a single, lump sum payment or a semi-annual or quarterly billing plan.

I hope this helps. Feel free to follow up with me if you have additional questions about this.

Take care,

Becky

Rebecca Warren Seel , Senior Staff Attorney

Legal Services Department

Maine Municipal Association

60 Community Drive, Augusta, ME 04330

1-800-452-8786 (in state)

207-623-8428

FAX 207-624-0187

legal@memun.org

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may

## TAX CLUBS

(from *Maine Townsman*, "Legal Notes," February 2003)

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### TAX CLUBS

*Question:* We're thinking about starting a tax club. Any suggestions?

*Answer:* Yes. A monthly installment plan or "tax club" can be a very effective way for taxpayers to budget their property tax payments and avoid incurring interest charges. It can also help level out municipal cash flow.

The club should be established by vote of the municipal legislative body (town meeting or town or city council) authorizing the tax collector to enter into a standard form agreement with taxpayers who wish to participate. The agreement should provide for equal monthly installments based on the actual or estimated annual assessment. If payments are made on time, no interest is charged. If any payment is late, the agreement is automatically terminated, and the participant is then subject to the same due date(s) and interest penalties as non-participating taxpayers.

Interested taxpayers should be required to join annually by a specified date. Participation also should be limited to taxpayers who are current on their tax obligations. Some municipalities also restrict participation to residential taxpayers. A coupon booklet for each participant is also advisable.

For more information, including sample tax club agreements and related materials, contact MMA's Legal Services. *(By R.P.F.)*



## TOWN OF ROCKPORT TAX CLUB PROGRAM

- Membership is available to any individual or business that has a tax obligation on real estate property with the Town of Rockport;
- The taxpayer's account(s) must be current, i.e., no balances due on prior year taxes. Tax Club enrollment period begins no earlier than May 1<sup>st</sup> of each year and no later than July 5<sup>th</sup> of each year.
- Tax Club payments begin in July and end in June. The first payment is due July 1<sup>st</sup>.
- Tax Club payments are due on the 1<sup>st</sup> of each month.
- The last payment and any remaining balance must be paid no later than June 5<sup>th</sup>.
- Payments may be made in person or by mail. A 5-day grace period will be allowed for receipt of timely payment.
- Monthly payments are calculated on the previous year's tax bill(s), divided by 12 equal monthly installments. Once the new tax rate has been established for the year (usually in August or September), the increase/decrease shall be calculated and apportioned over the remaining tax club payments.
- Tax payment coupon books shall be issued on each account enrolled in the Tax Club;
- Late payments will cancel enrollment in the Tax Club on all accounts owned by the individual and/or business, thus applying interest to the unpaid balance(s), and may prohibit enrollment in future Tax Clubs.

*Please see the Town Clerk's Office for more information or call 236-9648.*

2010 Annual Town Meeting Warrant - *continued*

**Article 31.** To see if the Town will authorize the Select Board to enter into boundary line agreements with abutting property owners to establish the boundary line of any property of the Town, including the boundary lines of the rights-of-way of roads?

Select Board Votes: 5 For, 0 Against, 0 Abstain **RECOMMEND**

**Article 32.** To see if the town will vote to authorize the tax collector to enter into a standard agreement with taxpayers establishing a "tax club" payment plan for commercial and/or residential real estate property taxes, whereby:

- (1) The taxpayer agrees to pay specified monthly payments to the town based on his/her estimated and actual tax obligation for current year real estate property taxes;
- (2) The town agrees not to charge interest on timely payments made pursuant to the tax club agreement;
- (3) The town authorizes the collector to accept tax club payments for current year taxes which may be due prior to the commitment of those taxes;
- (4) The agreement is automatically terminated if a scheduled payment is late, and the taxpayer then becomes subject to the same due date(s) and interest date(s) and rate as other taxpayers who are not participating in a tax club;
- (5) Only taxpayers who do not have outstanding tax obligations for prior tax years are eligible to participate in the tax club program; and
- (6) Taxpayers wishing to participate in a tax club for a particular property tax year shall enter an agreement with the town by a publicly-advertised deadline determined by the tax collector.

Select Board Votes: 5 For, 0 Against, 0 Abstain **RECOMMEND**

**Article 33.** Shall the Town of Rockport vote to approve a Community Development Block Grant application in the amount of \$200,000 on behalf of Yachting Solutions LLC and Atlantis Maritime LLC and to submit same to the Department of Economic and Community Development and if said program is approved, to authorize the municipal officers to accept said grant funds, to make such assurances, assume such responsibilities, and exercise such authority as are necessary and reasonable to implement such programs. Furthermore, the Town Rockport is cognizant of the requirement that should the intended National Objective of the CDBG program not be met all CDBG funds must be repaid to the State of Maine CDBG program.

Select Board Votes: 5 For, 0 Against, 0 Abstain **RECOMMEND**

Date: April 20, 2010

s/Robert Duke, Chair  
s/William Chapman, Vice-Chair  
s/Dale Landrith  
s/Thomas Farley  
s/Alexandra Wolf Fogel  
ROCKPORT SELECT BOARD

**TOWN OF ROCKPORT  
TAX CLUB ENROLLMENT AGREEMENT**

I, \_\_\_\_\_, as the owner and person responsible for the payment of annual real estate property tax on property located at \_\_\_\_\_  
\_\_\_\_\_ in the Town of Rockport, and State of Maine, do hereby enroll in the Tax Club as established by the Inhabitants of the Town of Rockport at their Annual Town Meeting, and agree to the stated terms contained herein:

1. Membership is available to any individual or business that has a tax obligation on real estate property with the Town of Rockport;
2. The taxpayer's account(s) must be current, i.e., no balances due on prior year taxes. Tax Club enrollment period begins no earlier than May 1<sup>st</sup> of each year and no later than July 5<sup>th</sup> of each year.
3. Tax Club payments begin in July and end in June. The first payment is due July 1<sup>st</sup>.
4. Tax Club payments are due on the 1<sup>st</sup> of each month.
5. The last payment and any remaining balance must be paid no later than June 5<sup>th</sup>.
6. Payments may be made in person or by mail. A 5-day grace period will be allowed for receipt of timely payment.
7. Monthly payments are calculated on the previous year's tax bill(s), divided by 12 equal monthly installments. Once the new tax rate has been established for the year (usually in August or September), the increase/decrease shall be calculated and apportioned over the remaining tax club payments.
8. Tax payment coupon books shall be issued on each account enrolled in the Tax Club;
9. **Late payments will cancel enrollment in the Tax Club on all accounts owned by the individual and/or business**, thus applying interest to the unpaid balance(s), and may prohibit enrollment in future Tax Clubs.



\_\_\_\_\_  
Taxpayer's Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Return this document no later than July 5 to:  
Tax Collector - Town of Rockport, P. O. Box 10, Rockport, ME 04856**

[Back to Web Site](#)

# Rockport, Maine

## Tax Club

<p>This is your Receipt for</p> <p>_____</p> <p>(Month)</p> <p>Amount per Month</p> <p>\$ _____</p>	<p>Name: _____</p> <p>Real Estate Property Location:</p> <p>_____</p> <p style="text-align: center;">Amount per Month: \$ _____</p> <p style="text-align: center;">Please Send This Coupon With Payment</p>
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-  [Tax Club Flyer](#)
-  [Enrollment Form](#)

Town of Rockport, 101 Main Street, PO Box 10, Rockport, Maine 04856 (207)236-9848 and (207)230-0112 - Fax



### Memorandum

TO: Town Council, Manager Jennings  
 FROM: Paula Scott, Town Clerk  
 DATE: June 20, 2017  
 RE: Designation and Appointment of Officials

Municipal government includes not just employment positions, but also elected and appointed positions. Elected and appointed officials hold an "office" to which a person is sworn and takes an oath after either an election or a designation of an employee as a municipal official. The following is a summary of mandatory appointed officials (excepting mandatory Boards or Committees) required under State Statute:

Animal Control Officer  
 Assessor  
 Building Inspector  
 Civil Emergency Preparedness Director  
 Code Enforcement Officer  
 E911 Addressing Officer  
 Election Clerks  
 Election Warden  
 Excise Tax Collector  
 Fence Viewer (required if services are requested)  
 Fire Inspector  
 Fire Chief  
 Forest Fire Warden  
 General Assistance Administrator  
 Harbor Master  
 Health Officer  
 Police Chief  
 Police Officers  
 Registrar of Voters  
 Road Commissioner  
 Shellfish Warden (in municipalities that enact a shellfish conservation ordinance)  
 Tax Collector  
 Town Clerk  
 Town Manager  
 Treasurer

All appointments for officials who are not elected must be in writing and the appointment paper must be signed by the appointing party. (30-A MRSA § 2526(2)). Even if one person holds multiple offices, each appointment is separate. There are three different appointing authorities within a municipality; the

Municipal Officers, the Municipal (Town) Manager and the Municipal (Town) Clerk with each one appointing specific offices, excepting that the Tax Collector and the Treasurer may appoint their own Deputies. Under the Town Manager plan of government, the majority of appointments are prescribed by the Manager. Hampden's Town Charter is excerpted in relevant part below:

ARTICLE III  
ADMINISTRATIVE OFFICIALS AND EMPLOYEES

*Sec. 301 Titles and Appointment* - The following officials and boards shall be appointed by a majority vote of the members of the town council: Town Manager, board of assessment review, planning board, board of appeals and other boards or officials when such appointment is required by state statute or municipal ordinance. The council may, where appropriate, and where not prohibited by law, vest in the town manager all or part of the duties of any office. (*Amended: November 6, 2007*)

The town manager shall appoint the town clerk, treasurer, tax collector, town assessor and department heads subject to the confirmation of the town council, and shall have the power to remove such appointees when necessary. The town manager shall appoint and remove when necessary all other administrative officials and town employees, except as the manager may authorize the head of a department or office and except as otherwise provided in this charter. (*Amended: November 6, 1990*)

In most cases, the term of all municipal officials is one year requiring an annual appointment (30-A MRSA § 2601.2). The Council's confirmation of the Manager's appointment of officials should therefore be provided annually. For those offices which terms may be longer than one year, it will be the pleasure of the appointing authority to set the term unless otherwise set out in statute.

I have reviewed all the appointments and Oaths of Office for all Officials within the Town of Hampden and have prepared the appointment papers for each appropriate office from each appointing official in an effort to clear up minor inconsistencies. Going forward, it is our intent to bring this forward for Council action at the first Council meeting of each fiscal year.

Offices, Officials, Authorities, Terms as of 07/01/17

Office	Official	Appointing Authority	Term
Town Manager	Angus Jennings	Town Council	Indefinite or by Contract
Fire Chief	Joe Rogers	Town Council	Indefinite
Health Officer	Jason Lundstrom	Town Council	Three year appointment
Registrar of Voters	Paula Scott	Town Council	Two year appointment
Town Clerk	Paula Scott	Town Manager	Annual appointment
Tax Assessor	Kelly Karter	Town Manager	Annual appointment, but may be up to 5 years
Treasurer	Angus Jennings	Town Manager	Annual appointment
Tax Collector	Barbara Geaghan	Town Manager	Annual appointment
Excise Tax Collector	Barbara Geaghan	Town Manager	Annual appointment
Police Chief	Joe Rogers	Town Manager	Annual appointment, but may be longer as a fixed term
Road Commissioner	Seam Currier	Town Manager	Annual appointment
Harbor Master	Peter Neal	Town Manager	Annual appointment
Code Enforcement Officer	Myles Block	Town Manager	Annual appointment, but may be longer as a fixed term
Building Inspector	Jared LeBarnes	Town Manager	Annual appointment
Alternate Building Inspector	Dan Pugsley	Town Manager	Annual appointment
Fire Inspector	Jason Lundstrom	Town Manager	Annual appointment
Alternate Fire Inspector	Myles Block	Town Manager	Annual appointment
Civil Emergency Director	Joe Rogers	Town Manager	Annual appointment
Animal Control Officer	Trisha Bruen	Town Manager	Annual appointment
E-911 Addressing Officer	Kyle Severance	Town Manager	Annual appointment
General Assist. Administrator	Barbara Geaghan	Town Manager	Annual appointment
Police Officers	Daniel Stewart	Town Manager	Annual appointment, but may be longer as a fixed term
	Scott Webber		
	Chris Bailey		
	Joel Small		
	Joseph Burke		
	Shawn Devine		
	Benson Eyles		

Offices, Officials, Authorities, Terms as of 07/01/17

Office	Official	Appointing Authority	Term
Police Officers (continued)	Marc Egan		
	William Miller		
	Jeffrey Rice		
	Anthony Lorenz		
	Hunter Cotton		
	Alyshia Canwell		
Forest Fire Warden	Joe Rogers	State Forestry	Serves at the pleasure of the State Director
Deputy Town Clerk	Barbara Geaghan	Town Clerk	Annual appointment, serves at the pleasure of the clerk, term ends immediately when clerk's term ends
Election Clerks	Various-changes each election depending on availability	Town Clerk	Two year appointment
Election Warden	Paula Scott **	Town Clerk	Appointed for each election

\*\* Election law allows for the clerk to also be the Warden. When this occurs, the Warden is sworn in by the Deputy Clerk

**Note:** Under Article III, Sec. 301 of the Town Charter (in part), the town manager shall appoint the town clerk, treasurer, tax collector and tax assessor, subject to Council confirmation.

**Memorandum**

TO: Town Council, Angus Jennings, Town Manager  
FROM: Joe Rogers, Director of Public Safety  
DATE: July 5, 2017  
RE: Impound Fees  
CC: Paula Scott, Town Clerk

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I am requesting a referral to Public Hearing for the Fees Ordinance regarding impound fees. Towns are required by law to provide a place to take stray dogs until their owners are found. As our contract with Bucksport expired, we have just contracted with the Bangor Humane Society for this service. A required part of the contract is the amount of the impound fee that the Humane Society will charge the owner to reclaim their dog. There is a separate fee for the first, second and third offense, which are \$35.00, \$45.00 and \$55.00. This graduating fee should be added to the Fees Ordinance.

D-5-g



**Memorandum**

TO: Town Council, Manager Jennings  
FROM: Karen Cullen, Town Planner  
DATE: July 13, 2017  
RE: Zoning Amendments

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At the Planning Board public hearing on July 12<sup>th</sup>, both zoning amendments (5.3 and 7.2) were referred to Town Council with "ought to pass" recommendations. The Planning Board is requesting referral to public hearing for August 7<sup>th</sup>.

**Town of Hampden**

**Public Notice**

Notice is hereby given that the Hampden Planning Board will conduct a public hearing at 7:00 pm on Wednesday, June 14, 2017, in the Municipal Building Council Chambers, located at 106 Western Avenue, Hampden, to hear the following:

1. Proposed Zoning Ordinance Amendment to Section 5.3, Permits, and Section 7.2, Definitions, related to Certificate of Compliance and Certificate of Occupancy.
2. Proposed Zoning Ordinance Amendment to Sections 7.2, Definitions, related to definitions of municipal solid waste, processing and transfer station.

Copies of the proposed ordinance amendments are available at the Municipal Building or online at [www.hampdenmaine.gov](http://www.hampdenmaine.gov).

Paula A. Scott  
Town Clerk



Town of Hampden  
Land & Building Services

Memorandum  
Zoning Amendment: Permits

May 31, 2017

In order to streamline the process for businesses opening in Hampden, and to create more user-friendly and understandable language with regard to certificates of occupancy and compliance, the following amendments are proposed to §5.3 of the Zoning Ordinance. The proposed amendments require a Certificate of Occupancy for anything that requires a building permit, and a Certificate of Compliance for anything that requires site plan review, a conditional use permit, or subdivision review (where new public infrastructure is involved).

## TOWN OF HAMPDEN

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

Deletions are ~~Strikethrough~~ Additions are Underlined

**Amend §5.3 Permits**

5.3 Permits – Application for a building permit and/or a certificate of compliance shall be made in accordance with the following concurrently with the initial application.

5.3.1.7. No building permit, demolition permit, earth moving permit, sign permit, certificate of occupancy, or certificate of compliance shall be issued without payment of fees in accordance with the Town of Hampden Fees Ordinance. (Amended: 11-17-03)

5.3.1.8. Building permits for structures to be located on subdivision lots shall not be issued by the Code Enforcement Officer until the road and infrastructure has been accepted by the Town in accordance with the Town Ways Ordinance. ~~all improvements, including public utilities (sewer, water and electrical), roads and drainage facilities as approved by the Planning Board and required by town ordinances, are completed to the satisfaction of the Town designated engineering consultant and the road, if any, has been accepted by the Town Council as a town way.~~ (Amended: 03-01-10)

**5.3.2. Certificate of Occupancy and Certificate of Compliance**

5.3.2.1 Certificate of Occupancy. A certificate of occupancy is required for any structure requiring a building permit.

1. After completion of the work permitted by the building permit and stabilization of the site, the applicant shall submit an application for a certificate of occupancy to the Code Enforcement Officer.
2. The Code Enforcement Officer, Building Official, and Fire Inspector shall inspect the site and the Code Enforcement Officer shall issue the certificate of occupancy only upon finding that the building, structure, or site and the use or occupancy thereof comply with the provisions of this Ordinance, any other applicable codes/ordinances, and of any site plan or subdivision plan approved by the Planning Board (see certificate of compliance, below).
3. The Code Enforcement Officer shall issue or deny the certificate of occupancy within fifteen days of receipt of the application.
4. Certificates of occupancy for structures on subdivision lots may only be granted if the public improvements in accordance with the Planning Board approved Subdivision Plan or phase are completed and associated roads, if any, are accepted by the Town Council.
5. The Code Enforcement Officer may issue one conditional certificate of occupancy, valid for no more than twelve (12) months from the date issued, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer the portion or

portions of the structure may be occupied safely. Once the structure is completed, the applicant shall apply for a "final" certificate of occupancy.

6. The Code Enforcement Officer shall maintain a public record of all certificates of occupancy which are issued.

5.3.2.2 Certificate of Compliance. A certificate of compliance is required for any development requiring a site plan approval, conditional use permit, or subdivision approval from the Planning Board. A Certificate of Compliance is also required for Home Day Care.

1. After completion of the work permitted by the Planning Board and stabilization of the site, the applicant shall submit an application for a certificate of compliance to the Code Enforcement Officer.
2. The Code Enforcement Officer, Fire Inspector, and Town Planner shall inspect the site and the Code Enforcement Officer shall issue the certificate of compliance only upon finding that the site, including all buildings, structures, site improvements, use, and occupancy comply with the provisions of this Ordinance, other applicable ordinances, and the site or subdivision plan and decision (Board Order) approved by the Planning Board.
3. The Code Enforcement Officer shall issue or deny the certificate of compliance within fifteen days of receipt of the application.
4. Certificates of compliance for developments within approved subdivisions may only be granted if the public improvements in accordance with the Planning Board approved subdivision plan or phase are completed and associated roads, if any, are accepted by the Town Council.
5. The Code Enforcement Officer may issue one conditional certificate of compliance, valid for no more than twelve (12) months from the date issued, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer and Town Planner the completed portion or portions of the site may be occupied safely. Once the development is completed, the applicant shall apply for a "final" certificate of compliance. Failure to do so shall constitute a violation of the Planning Board approval.
6. The Code Enforcement Officer shall maintain a public record of all certificates of compliance which are issued.

5.3.2.3.7. The Code Enforcement Officer or Building Inspector shall in writing, suspend or revoke a certificate of occupancy or a certificate of compliance issued under the provisions of this ordinance if the certificate was issued in error, if the certificate was issued on the basis of incorrect information supplied by the applicant, or where it is determined that the building, or structure, or site portion thereof is in violation of the Town of Hampden Zoning Ordinance.

5.3.2.1 No building or other structure for which a building permit is required shall be occupied or used until and unless a certificate of compliance has first been obtained from the Code Enforcement Officer and the Building Inspector. In addition, a certificate of compliance shall be required for the following activities undertaken in the Town of Hampden:

1. The change of use of a lot or structure;
2. The resumption of use in a structure which has been abandoned for the continuous period of one year;

~~3. The establishment of a new use of a lot or structure.~~

~~5.3.2.2. A Certificate of Compliance shall be issued only after the work on the building or structure is completed and the site has been stabilized. If a site plan approval has been obtained from the Planning Board then all of the improvements shown on the site plan, including off-site improvements, must be completed in accordance with the approved site plan.~~

~~5.3.2.3. It shall be unlawful to use or occupy or permit the use or occupancy of any land, building, structure or part thereof for which a building permit is required until a certificate of compliance is issued therefore by the Code Enforcement Officer and the Building Inspector and endorsed to the effect that the proposed use of the land, building, or structure conforms with the requirements of this Ordinance, any other codes or ordinances of the Town of Hampden, and with applicable state statutes or regulations.~~

~~5.3.2.4. After completion of the work permitted by the building permit, the applicant shall notify the Building Inspector, who with the Code Enforcement Officer, shall issue or deny the certificate of compliance within fifteen days. The Code Enforcement Officer and Building Inspector shall issue the certificate of compliance only upon finding that the building, structure, or site and the use or occupancy thereof comply with the provisions of this Ordinance, and of any site plan or subdivision plan approved by the Planning Board. The Code Enforcement Officer shall maintain a public record of all certificates of compliance which are issued.~~

~~5.3.2.5. Certificates of Compliance for structures on subdivision lots may only be granted if the public improvements in accordance with the Planning Board approved Subdivision Plan or if approved in phases the approved phase are completed and associated roads, if any, are accepted by the Town Council.~~

~~5.3.2.6. The Code Enforcement Officer may issue one conditional certificate of compliance, valid for no more than six (6) months from the date thereof, upon the request of the permit holder, if in the judgment of the Code Enforcement Officer portion or portions of the structure and site development may be occupied safely. Once the project is completed, the Code Enforcement Officer upon finding that the standards of 5.3.2.3 have been met shall issue a Certificate of Compliance.~~

#### **Amend §4.19.4.1 Day Care Provisions, Approvals Required**

Home Day Care. Home Day Care shall be subject to Article 5.3.2.2 Certificate of Compliance regulations.

#### **Amend §7.2 Definitions:**

Certificate of Occupancy: A certification by the Town stating that a structure has been constructed in compliance with all applicable codes and approvals. This includes MUBEC, the Hampden Life Safety Code Ordinance, the Hampden Zoning Ordinance, the State of Maine Plumbing Code, and the building permit that was issued for the structure.

Certificate of Compliance: A certification by the Town stating that a development site has been constructed in compliance with all applicable codes and approvals. This includes the Hampden Zoning Ordinance, Hampden Subdivision Ordinance, and the approved site plan or subdivision plan for the development.



Town of Hampden  
Land & Building Services

Memorandum  
Zoning Amendment: Definitions

May 31, 2017

In order to protect the public interest, the following amendments to the definitions in the Zoning Ordinance are proposed. The effect of these amendments would be to prohibit solid waste transfer stations in Hampden, while not impacting the existing and approved solid waste facilities in town.

## TOWN OF HAMPDEN

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

Deletions are ~~Strikethrough~~ Additions are Underlined

**Amend §7.2 Definitions**

**Municipal Solid Waste: Any solid waste emanating from household and normal commercial sources.**

**Processing: For industrial uses, including but not limited to: treating, converting, filtering, screening, coating, heating, separating, refining or otherwise altering the initial state, form, or substance of materials and the collection, sorting, or handling, ~~but not the on-site disposal,~~ of solid waste. This definition does not include transfer stations or on-site disposal of solid waste. (Amended: 6-19-95)**

**Transfer station: Any solid waste facility constructed or managed for the transfer of household or municipal solid waste.**



# DOE PRIORITY NOTICE

D-5-h

July 12, 2017

## **2017-18 Enacted ED279 subsidy printouts now available**

FY 2017-2018 ED279 subsidy printouts, based on Public Law 2017 Ch. 284 are now available on the Department's website:  
<http://www.maine.gov/education/data/eps/epsmenu.htm>

The 279 printouts reflect statutory changes to the funding formula as enacted by this legislation. (REMINDER: there will be a scheduled outage of the NEO system, where the 279s are available, from 7/13 – 7/17.)

A comparison of the State Contribution from the Not Yet Enacted Governor's Recommended Funding Level to the Enacted Funding Level, is available at the following link: <http://www.maine.gov/education/data/eps/fy18/index.html>

As a reminder, Chapter 284, Part JJJJJJJ of the enacted budget bill contains language regarding required local action on the use of any increase in State subsidy. Please review this statutory language below and consult your school unit's legal counsel should you need additional guidance. Please note that this section applies for both fiscal years 2017-18 and 2018-19.

Should you have questions regarding the subsidy printout, please contact the School Finance Team: [tyler.backus@maine.gov](mailto:tyler.backus@maine.gov); [paula.b.gravelle@maine.gov](mailto:paula.b.gravelle@maine.gov); [ida.batista@maine.gov](mailto:ida.batista@maine.gov)

## **Public Law 2017 Ch. 284 PART JJJJJJJ**

**Sec. JJJJJJJ-4. 20-A MRSA §15690-A is enacted to read:**

**§15690-A. Local action on increase in state share percentage**  
Notwithstanding section 1485, subsection 5, this section applies to school budgets adopted for fiscal years 2017-18 and 2018-19.

**1. Required reduction in local contribution.** If the budget of a school administrative unit is based on assumptions that include an increase in state share, pursuant to section 15690, subsection 1, paragraph C, over the amount used in the most recent approved budget as the result of an increase in the state share of the school administrative unit's total cost of funding public education from kindergarten to grade 12 under this chapter, the increase in state share must be used as follows.

A. Fifty percent of the increase in state share pursuant to section 15690, subsection 1, paragraph C that is attributable to the increase in the state share over the state share amount used in the most recent approved budget must be used to lower the school administrative unit's local contribution to the total cost of funding public education from kindergarten to grade 12.

B. The remaining 50% may be used only to increase expenditures for school purposes in cost center categories approved by the local school board, increase the allocation of finances for a reserve fund or provide an additional amount to lower the required local contribution to the total cost of education.

**2. Warrant.** If the budget of the school administrative unit is based on assumptions that include an increase in state share, pursuant to section 15690, subsection 1, paragraph C, over the amount used in the most recent approved budget as the result of an increase in the state share of the school administrative unit's total cost of funding public education from kindergarten to grade 12 under this chapter, an article in substantially the form in paragraph A must be used to authorize the use of the increase in state share for the expenditures specified in subsection 1, paragraph B after the requirements of subsection 1, paragraph A are met.

A. "Article.....: To see what sums will be appropriated for the following purposes from the amount of the anticipated increase in state share of the school administrative unit's total cost of funding public education from kindergarten to grade 12 over the amount used in the most recent approved budget as the result of an increase in the state share of the school administrative unit's total cost of funding public education from kindergarten to grade 12 under this chapter:

(1) (Amount appropriated) To increase expenditures for school purposes in cost center categories approved by the board (list of amounts by category should be provided);

(2) (Amount appropriated) To increase the allocation of finances in a

reserve fund for the purpose of (name of reserve fund); and

(3) (Amount appropriated) To provide a decrease in the local contribution, as defined in the Maine Revised Statutes, Title 20-A, section 15690, subsection 1, paragraph A or B, section 15690, subsection 2 or section 15690, subsection 3 for local property taxpayers for funding public education."

B. If as a result of a vote on the article specified in paragraph A, subparagraph (3) a school administrative unit does not raise 100% of the required local contribution pursuant to section 15690, subsection 1, the school administrative unit may petition the commissioner to waive the required proration of the state share pursuant to section 15690, subsection 1, paragraph C.

C. If the article is approved by the voters at the budget meeting, the board of the school administrative unit may increase expenditures for the purposes approved in the article without holding a special budget meeting and budget validation referendum.

**Sec. JJJJJJ-5. Permitted use of additional funding for 2017-18 school budget.**

Notwithstanding the Maine Revised Statutes, Title 20-A, section 15690-A, for school budgets for the 2017-18 fiscal year only, articles approved by the voters that earmarked additional state funding contributions for increased expenditures for school purposes in fiscal year 2017-18 are permitted as approved.



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STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 3217

RSU 22

2017 - 2018

Section : 1

Section 1: Computation of EPS Rates

A) Attending Counts:	PreK-5	6-8	PreK-8	9-12	Total
1) Attending Pupils (April 2016)	1,093.0 +	552.0 =	1,645.0 +	712.0 =	2,357.0
2) Attending Pupils (October 2016)	1,099.0 +	554.0 =	1,653.0 +	734.0 =	2,387.0
3) Average Pupils Calendar Year Average	1,096.0 +	553.0 =	1,649.0 +	723.0 =	2,372.0
			70 %	30 %	100 %

B) Staff Positions	PreK-5 EPS FTE	Student to Staff	6-8 EPS FTE	Student to Staff	9-12 EPS FTE	Student to Staff	EPS FTE Total	Actual FTE Total	% Of EPS	SAU Data in EPS Matrix	Adjusted EPS Salary	Elementary Salary	Secondary Salary
1) Teachers	64.5	(17:1) +	32.5	(17:1) +	45.2	(16:1) =	142.2 +	145.0 =	0.98 x	7,571,342 =	7,419,915 =	5,156,841	2,263,074
2) Guidance	3.1	(350:1) +	1.6	(350:1) +	2.9	(250:1) =	7.6 +	8.0 =	0.95 x	411,388 =	390,819 =	271,619	119,200
3) Librarians	1.4	(800:1) +	0.7	(800:1) +	0.9	(800:1) =	3.0 +	2.0 =	1.50 x	107,530 =	161,295 =	112,100	49,195
4) Health	1.4	(800:1) +	0.7	(800:1) +	0.9	(800:1) =	3.0 +	4.4 =	0.68 x	248,132 =	168,730 =	117,267	51,463
5) Education Techs	9.6	(114:1) +	1.8	(312:1) +	2.3	(316:1) =	13.7 +	9.0 =	1.52 x	190,119 =	288,981 =	200,842	88,139
6) Library Techs	2.2	(500:1) +	1.1	(500:1) +	1.4	(500:1) =	4.7 +	3.0 =	1.57 x	66,165 =	103,879 =	72,196	31,683
7) Clerical	5.5	(200:1) +	2.8	(200:1) +	3.6	(200:1) =	11.9 +	13.6 =	0.88 x	427,040 =	375,795 =	261,178	114,617
8) School Admin.	3.6	(305:1) +	1.8	(305:1) +	2.3	(315:1) =	7.7 +	7.0 =	1.10 x	619,262 =	681,188 =	473,426	207,762

C) Computation of Benefits:	Percentage	Elementary Salary	Secondary Salary	Elementary Benefits	Secondary Benefits
1) Teachers, Guidance, Librarians & Health	19.00% X	5,657,827 =	2,482,932 =	1,074,987	471,757
2) Education & Library Technicians	36.00% X	273,038 =	119,822 =	98,294	43,136
3) Clerical	29.00% X	261,178 =	114,617 =	75,742	33,239
4) School Administrators	14.00% X	473,426 =	207,762 =	66,280	29,087

D) Other Support Per-Pupil Costs:	PreK-8	9-12	Elementary Students	Secondary Students	Elementary Support	Secondary Support
1) Substitute Teachers (1/2 Day)	42	42 X	1,649.0 =	723.0 =	69,258	30,366
2) Supplies and Equipment	373	514 X	1,649.0 =	723.0 =	615,077	371,622
3) Professional Development	64	64 X	1,649.0 =	723.0 =	105,536	46,272
4) Instructional Leadership Support	28	28 X	1,649.0 =	723.0 =	46,172	20,244
5) Co- and Extra-Curricular Student	39	123 X	1,649.0 =	723.0 =	64,311	88,929
6) System Administration/Support	135	135 X	1,649.0 =	723.0 =	222,615	97,605
7) Operations & Maintenance	1089	1294 X	1,649.0 =	723.0 =	1,795,761	935,562

E) Other Adjustments:	Regional Index =	Elementary	Secondary
1) Regional Adjustment for Staff & Substitute Salaries	1.02	134,695	59,110

Section 1: Totals		Elementary	Secondary
Divided by Attending Pupils:		11,034,197	5,152,062
Calculated EPS Rates Per Pupil:		6,691	7,126

Preliminary Enacted – Adjustments will be made to these printouts throughout FY 18

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 3217

RSU 22

2017 - 2018

Section 2: Operating Cost Allocations

Section : 2

A) Subsidizable Pupils ( Includes Superintendent Transfers )		4YO/PreK		K-8		9-12	=	Total
1)	April 2014	63.0	+	1,537.0	+	661.0	=	2,261.0
2)	October 2014	60.0	+	1,523.0	+	656.0	=	2,239.0
3)	April 2015	63.0	+	1,513.0	+	652.0	=	2,228.0
4)	October 2015	67.0	+	1,565.0	+	687.0	=	2,319.0
5)	April 2016	73.0	+	1,570.0	+	687.0	=	2,330.0
6)	October 2016	78.0	+	1,570.0	+	704.0	=	2,352.0

B) Basic Counts		Ave. Calendar Year Pupils		SAU EPS Rates from Page 1		Basic Cost Allocations
1)	4YO/PreK Pupils (Oct only)	78.0		X	6,691 =	521,898.00
2)	K-8 Pupils	1,570.0		X	6,691 =	10,504,870.00
3)	9-12 Pupils	695.5		X	7,126 =	4,956,133.00
4)	Adult Education Courses at .1	0.0		X	7,126 =	0.00
5)	4YO/PreK Equiv. Instruction Pupils (Oct only)	0.000		X	6,691 =	0.00
6)	K-8 Equiv. Instruction Pupils	2.250		X	6,691 =	15,054.75
7)	9-12 Equiv. Instruction Pupils	1.375		X	7,126 =	9,798.25

C) Weighted Counts		(Oct only)	Pupils	EPS Weights		SAU EPS Rates from Page 1		Weighted Cost Allocations
1)	4YO/PreK Disadvantaged @	0.3058	23.9	X	0.2	X	6,691 =	31,982.98
2)	K-8 Disadvantaged @	0.3058	480.1	X	0.20	X	6,691 =	642,469.82
3)	9-12 Disadvantaged @	0.3058	212.7	X	0.2	X	7,126 =	303,140.04
4)	4YO/PreK Limited English Prof.		0.0	X	0.700	X	6,691 =	0.00
5)	K-8 Limited English Prof.		6.0	X	0.700	X	6,691 =	28,102.20
6)	9-12 Limited English Prof.		1.0	X	0.700	X	7,126 =	4,988.20

D) Targeted Funds		Pupils	EPS Weights		EPS Targeted Amount		Targeted Cost Allocations
1)	4YO/PreK Student Assessment (Oct only)	78.0		X	48.00 =		3,744.00
2)	K-8 Student Assessment	1,570.0		X	48.00 =		75,360.00
3)	9-12 Student Assessment	695.5		X	48.00 =		33,384.00
4)	4YO/PreK Technology Resources (Oct only)	78.0		X	106.00 =		8,268.00
5)	K-8 Technology Resources	1,570.0		X	106.00 =		166,420.00
6)	9-12 Technology Resources	695.5		X	318.00 =		221,169.00
7)	4YO/PreK Pupils (Oct only)	78.0	X	0.10	X	6,691 =	52,189.80
8)	K-2 Pupils	486.0	X	0.10	X	6,691 =	325,182.60

E) Isolated Small School Adjustment			
1)	PreK-8 Small School Adjustment		= 0.00
2)	9-12 Small School Adjustment		= 0.00

Section 2: Operating Allocation Totals			
			= 17,904,154.64
Percentage of EPS Transition Amount:		X	97.00%
Adjusted Total Operating Allocation Amount:			= 17,367,030.00

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

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Section 3: Other Allocations

Section : 3

A) Other Subsidizable Costs

	Base Year Expenditure		Inflation Adjustment		
1) Gifted & Talented Expenditures from 2015 - 2016	102,571.72	X	101.50%	=	104,110.30
2) Career & Technical Education Expenditures from 2015 - 2016	280,252.94	X	101.50%	=	284,456.73
3) Special Education - EPS Allocation		X		=	4,381,249.60
4) Transportation Operating - EPS Allocation		X		=	1,104,497.24
5) Approved Bus Payments for 2016 - 2017		X		=	0.00
<b>Total Other Subsidizable Costs</b>					<b>5,874,313.87</b>

B) Teacher Retirement Amount (Normalized Cost)

533,191.11

**Total Adjusted Operating Allocation (Page 2 ) plus Total other Subsidizable Costs plus Teacher Retirement = 23,774,534.98**

C) Debt Service Allocations

1) Town / District	Payment Date	Name of Project	Principal	Interest	Total
FRANKFORT	11/01/2017	ADDN/REN MS HS FRANKFORT SHARE	56,969.00 +	8,288.06 =	65,257.06
	05/01/2018	ADDN/REN MS HS FRANKFORT SHARE	0.00 +	10,475.18 =	10,475.18
RSU 22 / MSAD 22	11/01/2017	NEW HAMPDEN ACADEMY	2,036,882.10 +	621,228.67 =	2,658,110.77
	05/01/2018	NEW HAMPDEN ACADEMY	0.00 +	599,586.80 =	599,586.80
SAD 22 WINTERPORT	11/01/2017	LEROY SMITH SCHOOL ADDN	144,150.00 +	2,258.25 =	146,408.25
<b>2) Total Debt Service Principal &amp; Interest Payments</b>			<b>2,238,001.10</b>	<b>1,241,836.96</b>	<b>3,479,838.06</b>
3) Approved Lease for 2016 - 17 RSU 22					0.00
4) Approved Lease Purchase for 2016 - 17 for RSU 22					0.00

**Total Debt Service Allocation = 3,479,838.06**

**Section 3 : Total Combined Allocations (Page 2 Adjusted Total plus Other Subsidizable plus Debt Service)**

**= 27,254,373.04**

**Preliminary Enacted – Adjustments will be made to these printouts throughout FY 18**

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

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RSU 22

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Section 4 : Calculation of Required Local Contribution - Mill Expectation

Section : 4

A) Subsidizable Pupils (Excludes Superintendent Transfers for SADs, RSUs & CSDs) by Member Municipality

Member Municipality	Average Calendar Year Subsidizable Pupils	Percentage of Total Pupils	Oper., Othr Sub, & Tchr. Ret. Allocation Distribution	Municipal Debt Allocation Distribution	Total Municipal Allocation Distribution as a Percentage of Pupils
Frankfort	164.5	7.06%	1,678,482.17 +	75,732.24 =	1,754,214.41
Hampden	1284.5	55.14%	13,109,278.59 +	2,019,655.98 =	15,128,934.57
Newburgh	253.5	10.88%	2,586,669.41 +	398,620.80 =	2,985,290.21
Winterport	627.0	26.92%	6,400,104.81 +	985,829.04 =	7,385,933.85
<b>Total</b>	<b>2,329.5</b>	<b>100.00%</b>	<b>23,774,534.98</b>	<b>3,479,838.06</b>	<b>27,254,373.04</b>

B) State Valuation by Member Municipality

Member Municipality	2014 / 2015 / 2016 Average State Valuation	Mill Expectation	Total Municipal Allocation Distribution per Valuation x Mill Expectation
Frankfort	79,416,667	8.19	650,422.50
Hampden	608,450,000	8.19	4,983,205.50
Newburgh	101,566,667	8.19	831,831.00
Winterport	252,583,333	8.19	2,068,657.50
<b>Total</b>	<b>1,042,016,667</b>		<b>8,534,116.50</b>

C) Required Local Contribution = the lesser of the previous two calculations :

Member Municipality	Total Allocation by Municipality	Required Local Contribution by Municipality	Calculated Mill Rate	State Contribution by Municipality (Prior to adjustments)
Frankfort	1,754,214.41 -	650,422.50	8.19	1,103,791.91
Hampden	15,128,934.57 -	4,983,205.50	8.19	10,145,729.07
Newburgh	2,985,290.21 -	831,831.00	8.19	2,153,459.21
Winterport	7,385,933.85 -	2,068,657.50	8.19	5,317,276.35
<b>Total</b>	<b>27,254,373.04 -</b>	<b>8,534,116.50</b>		<b>18,720,256.54</b>

Preliminary Enacted – Adjustments will be made to these printouts throughout FY 18

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 3217

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Section : 5

Section 5: Totals and Adjustments

	Total Allocation	Local Contribution	State Contribution
A) Total Allocation, Local Contribution, and State Contribution	27,254,373.04	8,534,116.50	18,720,256.54
Totals after adjustment to Local and State Contributions	27,254,373.04	8,534,116.50	18,720,256.54
B) Other Adjustments to State Contribution			
1) Plus Audit Adjustments			0.00
2) Less Audit Adjustments			0.00
3) Less Adjustment for Unappropriated Local Contribution			0.00
4) Less Adjustment for Unallocated Balance in Excess of 3%			0.00
5) Plus Long-Term Drug Treatment Centers Adjustment			0.00
6) Regionalization and efficiency assistance			0.00
7) Bus Refurbishing Adjustment			0.00
8) Less MaineCare Seed - Private			0.00
9) Less MaineCare Seed - Public			0.00
<b>Adjusted State Contribution</b>	<b>27,254,373.04</b>	<b>8,534,116.50</b>	<b>18,720,256.54</b>
Local and State Percentages Prior to Adjustments :	Local Share % = 31.31 %	State Share % = 68.69 %	
Local and State Percentages After Adjustments :	Local Share % = 31.31 %	State Share % = 68.69 %	
FYI : 100% EPS Allocation	27,791,497.68		

Section F: Adjusted Local Contribution by Town

\*\*\*\*\* WARRANT ARTICLE \*\*\*\*\*

Member Municipality	Total Allocation	Adjusted Local Contribution	Adjusted Percentage	Adjusted Mill Rate
Frankfort	1,754,214.41	650,422.50	7.62%	8.19
Hampden	15,128,934.57	4,983,205.50	58.39%	8.19
Newburgh	2,985,290.21	831,831.00	9.75%	8.19
Winterport	7,385,933.85	2,068,657.50	24.24%	8.19
<b>Totals</b>	<b>27,254,373.04</b>	<b>8,534,116.50</b>	<b>100.00%</b>	

Preliminary Enacted -- Adjustments will be made to these printouts throughout FY 18

STATE CALCULATION FOR FUNDING PUBLIC EDUCATION (PreK-12) REPORT

ORG ID : 3217

RSU 22

2017 - 2018

Section : 6

Section 6: SCHEDULED PAYMENTS & YEAR TO DATE PAYMENTS

MONTH	SUBSIDY	PAID TO DATE	DEBT SERVICE	PAID TO DATE
July	1,270,034.87	0.00	0.00	0.00
August	1,270,034.87	0.00	0.00	0.00
September	1,270,034.87	0.00	0.00	0.00
October	1,270,034.87	0.00	0.00	0.00
November	1,270,034.87	0.00	2,869,776.08	0.00
December	1,270,034.87	0.00	0.00	0.00
January	1,270,034.87	0.00	0.00	0.00
February	1,270,034.87	0.00	0.00	0.00
March	1,270,034.87	0.00	0.00	0.00
April	1,270,034.87	0.00	0.00	0.00
May	1,270,034.87	0.00	610,061.98	0.00
June	1,270,034.91	0.00	0.00	0.00
<b>TOTAL</b>	<b>15,240,418.48</b>	<b>0.00</b>	<b>3,479,838.06</b>	<b>0.00</b>

Preliminary Enacted – Adjustments will be made to these printouts throughout FY 18