



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

DECEMBER 1, 2014

7:00 P.M.

• **6:30 pm – Finance & Administration Committee Meeting**

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - 3. COMMUNICATIONS
 - 4. REPORTS
 - a. Finance & Administration Committee Meeting Minutes – 10/20/2014
 - b. Infrastructure Committee Meeting Minutes – 10/27/2014
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS
 - a. Proposed Amendments to Town of Hampden Fees Ordinance, Article 3 – Fire Department and Article – Police Department
 - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - 4. UNFINISHED BUSINESS
 - a. RSU #22 Lease Renewal – Old Fire Station – Infrastructure Committee Recommendation
 - b. Wood Harvest Plan Implementation – Infrastructure Committee Recommendation (Plan is available on Town's Website in the Packet for the November 24th Infrastructure Committee Meeting)
 - 1. Dorothea Dix Park
 - 2. LL Bean Parcel
 - 3. Business Park
 - c. Antique Map – Councilor Shakespeare

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

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

FINANCE & ADMINISTRATION COMMITTEE MINUTES

Monday, October 20, 2014

Attending:

Mayor Carol Duprey	Councilor Jean Lawlis
Councilor Ivan McPike	Councilor William Shakespeare
Councilor Greg Sirois	Town Manager Susan Lessard
Councilor David Ryder	Resident Terry McAvoy
Councilor Tom Brann	

The meeting was opened at 6 p.m. by Mayor Duprey

1. Meeting Minutes
 - a. October 6, 2014 – The Manager noted an omission from the minutes which was that Councilor Shakespeare, under Committee Member Comments had, requested that an item related to monitoring of C & D usage be placed on the next Infrastructure Committee agenda. The minutes were adopted with the addition of the amendment.
2. Review & Sign Warrants – Payment warrants were reviewed and signed by Committee members.
3. Old Business
 - a. General Code – Index Revision – The Town Manager presented an updated version of the codified ordinances for the Town that now includes a separate section for Land Use and Development. Councilor Brann asked that it be signed off on for usability by staff and then brought back to the committee for approval.
 - b. Exit Lighting – Skehan Center – Reserve Use – Services Committee Recommendation – The Recreation Director requested the use of \$2,229 from Recreation Enterprise pay for replacement of the exit lights and battery backup systems at the Skehan Center. The Services Committee recommended approval of the project. Motion by Councilor Shakespeare, seconded by Councilor Lawlis to utilize funds from Recreation Enterprise account in the amount of \$2,229, with \$600 to be rebated from Efficiency Maine, to replace the Exit lights and backup systems at the Skehan Center. Unanimous vote in favor.
 - c. Council Rules – Mayor Duprey had requested that this item be put on the agenda but asked that such discussion be held after the election in the event there is a major change in the composition of the Council.
4. New Business - None
5. Public Comment - None
6. Committee Member Comments – None

The meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

INFRASTRUCTURE COMMITTEE MEETING MINUTES
Monday October 27, 2014

Attending:

Councilor David Ryder	Kiwanis Club Representatives
Councilor Ivan McPike	Public Works Director Chip Swan
Councilor Jean Lawlis	Residents
Councilor Tom Brann	
Councilor William Shakespeare	

The meeting was opened at 6 p.m. by Chairman Ryder.

1. MINUTES – 8/25/2014 Meeting – Motion by Councilor Shakespeare, seconded by Councilor McPike to approve the minutes. Minutes approved as presented.
2. OLD BUSINESS
 - A. Update - Cemetery Maintenance Costs – 2014 – Public Works Director – The Public Works Director presented a proposal to put the cemetery operations out to bid for a three year period. The bid would be put out in November and be awarded in time for spring cemetery maintenance to occur. This proposal is the result of a review of expenditures for cemetery operations this year with the possibility of some reduction in cost. This would negate the need to hire additional personnel in the summer for mowing and maintenance. Existing personnel would continue to mow recreation fields and to do maintenance on town buildings and town parks. Motion by Councilor Brann, seconded by Councilor McPike to support the Public Works Director's plan to put cemetery maintenance out to bid. Unanimous vote in favor.
 - B. Project Inspection Costs/Process – Councilor Shakespeare – Councilor Shakespeare had asked for information related to the practice of paying a third party inspector to inspect private development and town projects. The Town Manager had provided a breakdown of the projects done over the past five years and the inspection costs associated with same. She explained that the Town required third party inspection of projects to insure that work done by contractors for both the Town and Developers was done according to plan specifications. The Town's zoning ordinance requires third party inspection of developer projects, and the Town treats itself in the same manner by having inspectors on town construction projects. The Public Works Director explained that the cost of hiring an engineering firm to do such inspections would be nearly double per hour what the Town currently pays a retired civil engineer or the Town's former Public Works Director. Resident Stan MacMillan, a long-time contractor, noted that the town was getting a good deal on inspections by using the personnel that it does rather than hiring an engineer. No action was taken on this item by the Committee.

C. Wood Harvesting – Business Park/Dorothea Dix/LL Bean – Councilor Ryder discussed the report done by Prentice and Carlisle for the Town in 2008 related to wood harvesting at Dorothea Dix Park for park management, the LL Bean parcel and the town-owned parcel on Kennebec Road to see if there was Committee interest in considering implementation of parts of that plan. Also discussed was the wood harvesting for the Business Park and whether or not the Town should arrange for that to be done in order to realized any profit from the sale of the wood or if it should be left to Sargent when the infrastructure is constructed for the road/utilities. Councilor Brann told the Committee that both Sargent and Thornton had agreed to give the Town the money from sale of wood associated with clearing on the property. It was the consensus of the Committee that the Town should get those agreements in writing from Sargent and Thornton. The Kennebec Road parcel was not seen in the report as having wood of any commercial value and the Committee concentrated primarily on discussions of the LL Bean parcel and Dorothea Dix. Resident Peggy Brown who owns land adjacent to the Kennebec Road parcel asked questions related to what the Town’s intent was in regard to that property. At the present time it is used as a snow dump and there are no other plans for it at this time. Some Committee members expressed concern that the harvesting plan was out of date because it was done in 2008. The Manager will contact Prentice and Carlisle and see what, if any, updates the plan would need in order to be used as part of an RFP. The first priority was seen as Dorothea Dix Park, where the wood harvest could serve to clean up the park, improve safety, and develop trails with the cost offset by the value of the wood that the contractor would be able to sell. The LLBean parcel was also considered a priority and the Manager will check with the DEP to see if wood harvesting can be done on a parcel if it has been designated as wetland mitigation for a development project. The Committee will review the information requested at the next Infrastructure Committee meeting with the hope of being able to proceed with at least the Dorothea Dix improvements over the coming winter.

3. NEW BUSINESS

A. Streetlight Request

1. Chickadee Crossing – The Town Manager reported that streetlights were included and approved as part of the Chickadee Crossing subdivision by the Planning Board. The lights should have been installed as part of the construction; however, since they were not, the Town will contact Emera to have them put up. There is no upfront cost for the installation, only the per month electrical charge. If there were any additional expense for the installation it would be paid by the developer of Chickadee Crossing.
2. Route 202, LL Bean Property Entrance – The Public Works Director explained that MDOT is requiring a streetlight at the intersection of the new access onto Route 202 as part of the entrance that will serve the Calvary Apostolic Church on land owned by Peter Thornton. Motion by Councilor McPike,

seconded by Councilor Lawlis to recommend to the Council the installation of a streetlight at the new Route 202 entrance. Unanimous vote in favor. Resident Dennis Whitcomb asked if abutting landowners would be allowed to utilize the new access road. Councilor Brann responded that Ammo Park owner Peter Thornton had indicated that the two abutters to the access road would be able to utilize it and that owners should contact Mr. Thornton in that regard.

- B. Public Safety Fees – Public Safety Director – The Manager explained that Police and Fire staff persons had reviewed the Fees Ordinance and identified a number of areas that were outdated. These included items such as pool fills and culvert flushing that the town does not do, as well as the fees for standby ambulance or police officers at an event were not correct with current wage rates. Motion by Councilor Shakespeare, seconded by Councilor McPike to recommend to the Council to update the Fees Ordinance as presented. Unanimous vote in favor.
- C. Review Snowmobile Club lease – direction for renewal – Town Manager – Motion by Councilor Lawlis, seconded by Councilor McPike to recommend to the Council a ten year renewal on the Snowmobile Club lease on the same terms and conditions as currently exist. Unanimous vote in favor. It was noted by several Committee members that the Snowmobile Club performed a lot of community service through snowmobile trail maintenance and use of the Club for fundraisers. In addition, the Club has done an excellent job of maintaining the buildings.
- D. Review Kiwanis Club Lease – direction for renewal – Town Manager. Several Kiwanis members attended the meeting and made a presentation on the history of the club, the types and amount of community services performed by the club, the other non-profit organizations that also benefit from the club and the amount of money that the Kiwanis have invested in building maintenance and renovations at the site. Motion by Councilor Ryder, seconded by Councilor Lawlis to recommend to the Council a ten year renewal on the Kiwanis Lease under the same terms and conditions from the prior lease. Unanimous vote in favor. Councilor Lawlis asked that representative(s) from the Club attend the November 17, 2014 Council meeting to give a brief presentation on the Club and its activities so that the public may become more aware of them and perhaps to assist the club with finding new members.
- E. Review Old Fire Station Lease RSU#22 – direction for renewal – Town Manager – It was the consensus of the Committee to have an inspection done by the Town Code Officer and Fire Inspector prior to discussions of a lease extension for RSU22. Committee members discussed options for the building ranging from continued leasing to RSU#22 to demolition. This item will be on the next Infrastructure Committee agenda.
- F. Truck Monitors – Councilor McPike – The Public Works Director reported that he had been in contact with T-Mobile, the company used by the City of Bangor, for costs associated with installing GPS monitors in Public Works vehicles so that the Town can better manage its resources. The cost is approximately \$25 per vehicle

per month. The Manager indicated that she was looking for a consensus of support from the Committee for installation of these monitors since the cost was under the bid price. A straw vote for installation was unanimous.

G. Monitoring of Construction & Demo at Transfer Station – Councilor Shakespeare

4. PUBLIC COMMENTS – Curt Slininger, a Kiwanis member, thanked the Committee for recommending support of a lease renewal. Alex King thanked Public Works for the work done on Ichabod Lane extension.

5. COMMITTEE MEMBER COMMENTS – Councilor Brann asked that the location of a streetlight at the intersection of Papermill Road and Coldbrook Road be requested from Emera again. This request was made previously but no light has been installed. Councilor Ryder discussed the need for expansion of parking at the Lura Hoit Pool to accommodate soccer games on the fields there. There are many times when Western Avenue is lined with cars and he is concerned that a child may get hit. The Public Works Director reported that the new fuel tank is now in operation at the Town Garage.

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

D-2-a



TO: Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Fees Ordinance Updates
DATE: October 29, 2014

The Public Safety Department is requesting the attached changes to the Fees Ordinance to delete services that the department does not provide or to adjust fees to reflect current pay rates and contracts.

**TOWN OF HAMPDEN
Draft**

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

Additions are Double Underlined Deletions are ~~Strikethrough~~

ARTICLE 3
FIRE DEPARTMENT
Amended 11-17-03, 4-4-05; 4-23-12

- 3.1. ~~Private Culvert Flushing~~ Deleted Hourly call rate
- 3.2. Report Copies \$10.00
- 3.3. ~~Request for Tank Truck~~ Deleted \$25.00/hour plus man hours
- 3.4. Fee for pumping: 1 time emergency Free
- 3.5. ~~Additional calls to same address~~ Deleted \$25.00/hr. minimum 1 hour fee.
- 3.5. Advanced Life Support 1 Rates *(Amended 4/23/12)*
 - 3.5.1. ALS 1 Base Rate \$685.00
 - 3.5.2. ALS 2 Base Rate \$885.00
 - 3.5.3. ALS Non-Emergency Rate \$475.00
 - 3.5.4. ALS Mileage \$ 17.00
 - 3.5.5. ALS Backup Fee \$100.00
- 3.6. Basic Life Support Rates *(Amended 4/23/12)*
 - 3.6.1. BLS Base Rate \$550.00
 - 3.6.2. BLS Non-Emergency Rate \$450.00
 - 3.5.3. ~~BLS No Transport Rate~~ Deleted \$195.00
 - 3.5.4. BLS Mileage \$ 17.00
- 3.7. Ambulance Stand-by fee for special events *(Amended 4/23/12)* \$125.00 143.06 per officer (each event) EMS staff member per 0 to 4 hour event. Each additional 0 to 4 hour event shall be billed at an additional \$143.06 per EMS staff member.

*Plus Administrative Costs (12
admin cost/hr)

- 3.8. ~~Deleted Life Support Services~~ Deleted *(Amended 4/23/12)*
 - 3.8.1. ~~Oxygen~~ \$ 72.00
 - 3.8.2. ~~ET (Endotracheal Tube Therapy)~~ \$155.00
 - 3.8.3. ~~IV (Intravenous Infusion Therapy)~~ \$115.00
 - 3.8.4. ~~Cardiac Monitor~~ \$155.00
 - 3.8.5. ~~Defibrillation~~ \$135.00
 - 3.8.6. ~~Cervical Immobilization~~ \$ 70.00
 - 3.8.7. ~~Usable Supplies~~ Set by Medicare/Medicaid

ARTICLE 4
POLICE DEPARTMENT
Amended 11-17-03

- 4.1. **Report Copies** (accident or criminal) \$10.00 for the first page
plus .25 per page
thereafter
- 4.2. **Special Detail** (Dances, games, guard duty, etc.) ~~\$143.06~~ ~~\$75.00~~ per
officer, for the first two hours. Each additional hour shall be billed at the current average
overtime rate plus administrative fees. (each event)*
*Plus Administrative Costs
(\$12.00 admin. cost/hr)
- 4.3. **Concealed Weapons (Hand Gun) Permit**
- 4.3.1. First Permit - State Maximum \$35.00
- 4.3.2. Renewal \$20.00
- 4.4. **Deleted Alarms**
- 4.4.1. ~~Monitoring limit~~ ~~\$30.00/year~~
- 4.4.2. ~~False alarm 2 per month~~ ~~2 hour min. call out~~



HAMPDEN PUBLIC SAFETY

Police - Fire – EMS – Code Enforcement

106 Western Avenue

Hampden, Maine 04444

publicsafety@hampdenmaine.gov

Phone 207-862-4000

Fax: 207-862-4588



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, Director of Public Safety
RE: Fees Ordinance
DATE: October 21, 2014

In September I requested amendments to update the Fees Ordinance. An amendment to Article 4.2. - Police Special Detail pay was written in the same fashion as that of the fire department. The current police contract requires details to be paid at a two hour minimum and hourly thereafter. Based on that, I am asking that Article 4.2. be amended to read as follows:

Article 4 – Police Department

- 4.2. Special Detail – **AMEND-** \$143.06 per officer for the first two hours. Each additional hour shall be billed at the current average overtime rate + administrative fees.



HAMPDEN PUBLIC SAFETY

Police - Fire - EMS
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4000
Fax: 207-862-4588



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, Director of Public Safety
RE: Town Fee Ordinance
DATE: September 15, 2014

We recently noted that in the Town Fee Ordinance, there are several fees for police and fire services that we either do not provide or do not charge for. There are also some fees that have changed, and I would ask that the following items be reviewed at your next opportunity.

Article 3 – Fire Department

- 3.1. Private Culvert Flushing -**REMOVE** – We do not provide this service.
- 3.3. Request for Tank Truck – **REMOVE** – We do not provide a private service.
- 3.5. Additional calls to same address – **REMOVE** – We do not charge for his service.
- 3.6.3.5.3. BLS No Transport Rate – **REMOVE** – We do not charge for this service.
- 3.7. Ambulance Stand-by fee for special events – **AMEND** – Fee should be \$143.06 per EMS staff member, per 0-4 hour event. Each additional 0-4 hour block of time shall be billed an additional fee of \$143.06 per EMS staff member.
- 3.8. Life Support Services – **REMOVE SECTION** – These services are no longer billed separately per Maine EMS effective 2013.

Article 4 – Police Department

- 4.2. Special Detail – **AMEND**- Fee should be 143.06 per officer, per 0-4 hour event. Each additional 0-4 hour block of time shall be billed an additional fee of \$143.06 per officer.
- 4.4. Alarms – **REMOVE SECTION** – We do not have monitoring capability and we do not charge for false alarms.

DRAFT

D-4-a
D-4-b

INFRASTRUCTURE COMMITTEE MEETING MINUTES
Monday November 24, 2014

Attending:

Councilor David Ryder	Town Manager Sue Lessard
Councilor William Shakespeare	Councilor-elect Terry McAvoy
Councilor Tom Brann	Councilor-elect Dennis Marble
Councilor Greg Sirois	Jeremy Jones, Papermill Park Volunteer
Councilor Ivan McPike	Coordinator
Councilor Jean Lawlis	

The meeting was opened at 6 p.m. by Chairman Ryder.

1. MINUTES – 10/27/2014 Meeting – Motion by Councilor McPike, seconded by Councilor Sirois to approve the minutes as presented. Unanimous vote in favor.
2. OLD BUSINESS
 - A. Parks Policy Committee Update – continuation from Services Committee Meeting – Councilor Brann presented a list of potential mission statements for the Park Policy Committee being started by the Services Committee. It was the consensus of those in attendance to refer the following mission statement from Allentown to Services for consideration as a mission statement for the Park Policy Committee:
“The mission of the Allentown Department of Parks and Recreation is to enhance the quality of life in our City by providing and maintaining quality parks and green spaces, and by offering enriching recreational activities and facilities for people of all ages and abilities”.
There was some concern expressed over public interpretation of portions of the statement since not all parks are accessible to everyone due to physical limitations, and the whether the term ‘offering’ obligates some type of funding. These concerns will be further discussed in the Services Committee.
 - B. Old Fire Station Lease with RSU #22 – RSU #22 Service Maintenance Coordinator David Grenier attended the meeting and told the Committee that RSU 22 would like a ten year lease on the facility. He had met with Committee Chair David Ryder and done a walk-through of the facility. In response to concerns expressed over the exterior appearance of the building, parking lot, and landscaping, Mr. Grenier indicated that RSU 22 would agree to pave the parking lot in the Spring of 2015, clean up the area around the building, landscape the sides of the building, and paint the exterior where necessary.
Motion by Councilor McPike, seconded by Councilor Lawlis to recommend to the full Council to enter a ten year lease with RSU 22 for use of the old Fire Station. Unanimous vote in favor.
 - C. Wood Harvesting
 1. Dorothea Dix/LL Bean – Prentice & Carlisle Report
 2. Business Park

The Town Manager reported that Prentice and Carlisle had indicated that the harvest plan prepared in 2007 for several town-owned lots in Hampden, including Dorothea Dix Park and the LL Bean parcel would still be ok for use as a harvest plan since such plans were prepared for a ten year 'window'. The plan is for the proposed work to be done at no cost to the Town due to the value of the wood that would be harvested. It was the consensus of those in attendance that any funds received over and above the cost of the work should be dedicated for use in the parks for items such as picnic tables and amenities. Since there is not a 'cost' to the project, those in attendance felt that it made sense to work with Prentice & Carlisle, who had prepared the plan, on its implementation. Motion by Councilor McPike, seconded by Councilor Sirois to recommend to the full Council the implementation of the harvest plan by Prentice and Carlisle for Dorothea Dix Park and the LL Bean parcel, and to also work with Prentice and Carlisle on a similar harvest of the wood at the business park. Unanimous vote in favor. The Manager will contact Prentice and Carlisle about the work and will request that work done in Dorothea Dix Park be done during the winter season. It was also noted that all abutters to all properties should be notified before any work takes place.

3. NEW BUSINESS

A. Water District

1. Proposed Charter Changes – The Manager explained that Council approval is not necessary for changes to the Water District Charter; however the District would like a letter of support for the changes since they have to be approved by the legislature. The changes proposed reduce the trustee term from 5 to 3 years, changes the term of office from starting the second Monday in May, and allows the Trustees themselves to fill vacancies caused by the resignation of a Trustee mid-term. It was the consensus of those present that the Manager could write a letter of support for the Water District for the proposed charter changes.
2. Filling Trustee Vacancy – The Manager informed the Committee that an ad would be placed for a Trustee and that interviews would be held at the Infrastructure Committee meeting in December.

- #### B. Brush Removal Requests –
- The Manager explained that a number of people had requested that the Town pick up brush on private property but that the Town had not done so. In order to accommodate disposal of the brush associated with the earlier snowstorm, the Town has been accepting brush at the Transfer Station any time that it is open and will continue to do so through the end of November. In addition, we have told people that they can get day passes to use trucks/trailers (non-commercial) to get brush to the transfer station as well. The Town is clearing only the downed trees and branches from its own rights of way. It was the consensus of those in attendance that this method of dealing with the additional brush was the best that the Town could offer since it would not be possible to collect it for every property in Town.

- C. Route 1A – next phase of rebuild –
Mountainview to Murphy Lane – 2017 – The Manager presented information to the Committee showing that the next phase of the project is estimated to cost \$1,200,000 and that the Town share of that project is 10% or \$120,000. This information will be part of the budgets for the next two fiscal years in order for the project to move forward.
 - D. Site Plan – Municipal Building Complex – The Manager presented information related to the need for a Site Location of Development permit for any additional construction on the lot comprised by the Town Office, Pool and Post Office since there are currently approximately 2.98 developed acres and anything over 3 requires such a permit. Jim Wilson of Woodard and Curran engineers had offered some suggestions for parking issues including offsite parking and busing for events such as elections as well as overflow parking with pervious surface that would not trigger going over three developed acres. It was also suggested that DEP may allow the site to be considered in two ‘pieces’ because of the size of the lot, the distance from the municipal building to the pool, and the fact that the pipeline, which the Town cannot build on, physically separates the lot itself. It was the consensus of the Committee that the Manager should contact DEP to discuss the idea of a split lot as well as to look into pervious pavement options for overflow parking.
4. PUBLIC COMMENTS – Councilor-elect Marble asked what the use was for the Kennebec Road parcel cited in the Prentice & Carlisle report and why the town did not consider selling it. The Manager responded that some of the lot is used as a snow dump, and Councilor Brann indicated that an abutter is interested in purchasing the parcel when or if the Town decides to sell it.
5. COMMITTEE MEMBER COMMENTS
Councilor Ryder asked in Public Works could check the cedars next to the pool to see if they could be saved by wrapping in burlap since they had been damaged by the earlier storm. Councilor Shakespeare recommended that when lights are changed out in the parking lots that they should be changed to LED’s for increased light and cost savings. Councilor Brann indicated that the question of an electronic message board type sign for the municipal building could be solved by changing the zoning designation of the town’s lot to match that of Maine Savings and the grocery store across the street. Planning and Development will be looking at the issue. Councilor Lawlis asked if there had been an assessment of damage to parks and trails from the last storm. The Manager will check on that and report back to the Committee.

Motion by Councilor Lawlis, seconded by Councilor Sirois to adjourn at 7:35 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

LEASE AGREEMENT

Lease Agreement dated this _____ day of _____, 2014 between Town of Hampden, a Maine municipality with a place of business in Hampden, Maine ("Landlord"), and R. S.U. No.22, a school unit with a place of business in Hampden, Maine, ("Tenant").

1. LEASE OF PROPERTY; TERM OF LEASE.

- (a) Landlord, for an in consideration of the rents to be paid and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby hires from Landlord, the land, together with buildings and improvements thereon situated at 10 Main Road South, Hampden, Maine, as more particularly depicted on Exhibit A annexed hereto and made a part hereof ("premises").
- (b) The term of this Lease shall be for a period of ten (10) years, commencing on _____, 2014 and ending on _____, 2024 both dates inclusive, unless sooner terminated, as herein provided.

2. RENT

- (a) During the term of this lease, Tenant covenants and agrees to pay to Landlord, in advance, without demand, setoff, or reduction of any kind, annual rent in the amount of One Dollar (\$1.00).

3. PAYMENT OF ASSESSMENTS, UTILITY CHARGES, ETC.

- (a) Tenant shall timely pay all charges for electricity, water, sewer and all other private and public utility service or services furnished to or for the benefit of the premises during the term.
- (b) Tenant shall also pay all costs, fees, and expenses associated with the use and maintenance of the premises.
- (c) Tenant shall, at its sole cost and expense, sufficiently heat the premises to protect against freeze-ups and damage to the building.

4. USE, MAINTENANCE, ALTERATIONS, REPAIRS, ETC.

- (a) Tenant has leased the premises after a full and complete examination thereof, as well as its present uses and non-uses. Tenant accepts the premises without any representation or warrant, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the nature, condition, or suitability thereof, or the use or uses to which the premises or any part thereof may be put.
- (b) Throughout the term, Landlord shall not be required to furnish any services or facilities, nor make any repairs or alterations, in or to the premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the entire premises.

- (c) Tenant shall, at its sole cost and expense, at all times throughout the term, take good care of the premises and make all repairs necessary thereto in order to maintain and /or restore all buildings and improvements on the premises at least to the extent of their value at the time of maintenance and/or restoration, and as far as practicable to their original quality and character, as existed immediately prior to the occurrence necessitating the repairs, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, and foreseen or unforeseen. Further, Tenant shall maintain and keep the premises and parking lot in good order, repair and condition. The foregoing obligation of the Tenant is absolute, regardless of whether the repair could be characterized as routine maintenance or a capital repair.

If any capital repair exceeds the estimated cost of \$5,000 and (1) the repair is not covered by the insurance required under this Lease, (2) the repair is not due to inadequate maintenance by Tenant, or (3) the repair is not due to the intentional or negligent acts of Tenant, its agents or employees, then the parties agree to enter into discussions to determine whether the capital repair is economically feasible and, if so, how the parties shall share the costs of same.

- (d) Only upon obtaining prior written consent of Landlord, Tenant may, at its sole cost and expense, make additions, alterations, and changes in and to the premises, provided that the Tenant is not then in default in the performance of any of Tenant's covenants, obligations, duties, or agreements in this Lease. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made upon the premises by any person, except only the placement thereon of furniture, moveable trade fixtures, and moveable machinery or equipment of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the premises as part thereof at the termination of this Lease without any compensation whatsoever to Tenant or to anyone else.
- (e) If a mechanic's lien is filed against the premises as a result of erections, alterations, additions, or improvements made by or on the behalf of Tenant, then Landlord may, at its sole option, upon sixty (60) days prior written demand to Tenant that Tenant either discharge such lien of record or otherwise secure same to Landlord's satisfaction, discharge said lien without inquiring into the validity thereof. Tenant shall forthwith reimburse Landlord for the total expenses, including without limitation, attorney's fees, incurred by Landlord in discharging any one or more such liens.

5. INDEMNIFICATION OF LANDLORD; MUTUAL WAIVER OF SUBROGATION

- (a) After commencement of this Lease, Landlord shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the premises arising from any cause whatsoever. Tenant shall not hold Landlord in any way responsible or

liable therefor, and hereby releases and remises Landlord therefrom. Tenant shall defend, indemnify and hold Landlord harmless from and against (i) any and all claims, liabilities, penalties, damages, expenses, and judgments arising from injury to persons or property of any nature in or upon the premises and (ii) any and all of the foregoing arising from Tenant's occupation of, and its conduct of business upon, the premises. Tenant's obligation hereunder shall be limited to the applicable amounts set forth in Paragraph 6 (b).

- (b) Tenant and Landlord each hereby waive all rights of recovery against the other, their agents, employees, and representatives as to any and all claims, liabilities, actions, proceedings, or otherwise which are covered by insurance, to the extent of such insurance coverage. Neither Tenant nor Landlord, nor their respective agents, employees, or representatives, shall be liable to the other for loss or damage to the extent covered by any insurance policy. The liability of Tenant to indemnify Landlord as set forth in sub-paragraph 5(a) hereof shall not extend to any matter to the extent Landlord actually receives insurance proceeds therefor; provided, however, that if any such liability shall exceed the amount of proceeds actually collected by Landlord, Tenant shall be liable for such excess.
- (c) All insurance policies required under this Lease shall contain waivers by the carriers issuing same of all subrogation rights as against Landlord and Tenant, if same are procurable.

6. INSURANCE

- (a) During the term, Tenant shall, at its sole cost and expense, and for the benefit of the Landlord, carry and maintain fire and extended coverage insurance covering the premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by 'extended coverage', so-called, in an amount equal to current replacement costs of all improvements and buildings on the premises, and shall name Landlord and Tenant as loss payees as their interests may appear.
- (b) During the term, Tenant shall, at its sole cost and expense, and for the benefit of the Landlord, carry and maintain comprehensive public liability insurance, including property damage, insuring Landlord and Tenant against liability for injury or damage to persons or property occurring in or about the premises or arising out of the ownership, maintenance, or use or occupancy thereof. The liability under such insurance shall not be less than: (i) \$1,000,000 for any one accident, and (ii) \$100,000 for personal property damage per accident.
- (c) All policies of insurance (except liability insurance) carried or maintained hereunder shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interest may appear. All such insurance shall be in a form, and maintained with carriers, satisfactory to Landlord.

- (d) All policies of insurance carried or maintained hereunder shall contain an agreement by the insurer that each policy shall not be cancelled without at least 10 days prior written notice to Landlord and Tenant.
- (e) All policies of insurance carried or maintained hereunder shall contain an agreement by the insurer that each policy shall not be cancelled without at least 10 days prior written notice to Landlord and Tenant.

7. DAMAGE OR DESTRUCTION

- (a) If, at any time during the term, the buildings or improvements on the premises shall be wholly or partially damaged or destroyed by fire or other casualty (including any casualty for which insurance coverage was not provided) of any nature whatsoever, regardless of whether said damage or destruction resulted from an Act of God, the fault of Tenant, or from any other cause whatsoever, except those caused by Landlord, its agents or employees, and Landlord determines that it is in its best interests to have the same repaired or reconstructed, then all the insurance money collected by Tenant and/or Landlord from any policy of insurance on account of such damage or destruction, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof (herein sometimes referred to as the 'insurance proceeds') shall be applied to the cost of repair or reconstruction of the premise, which shall be undertaken by the Landlord. If Landlord determines that repair or reconstruction is not in its best interests, Landlord shall so notify Tenant and this Lease shall terminate and all insurance proceeds shall be paid to Landlord.

8. CONDEMNATION; TAKING BY EMINENT DOMAIN

- (a) If the entire premises shall be taken under the exercise of the power of eminent domain (or any similar governmental power in the nature thereof) by any competent governmental authority, this Lease shall terminate as of the date of such taking. In that event, all prepaid rent, if any, shall be repaid to the Tenant.
- (b) If less than the entire premises shall be taken under the exercise of the power of eminent domain or any similar power, Tenant shall make such repairs and restorations as may be necessary and possible to fully restore all remaining portions of the premises at least to the extent of their value, and as near as practicable to their original quality and character, as in existence immediately prior to the taking. During the time such repairs or restorations are being made, Tenant shall only be required to pay that proportion of the aggregate rent, costs, and expenses reserved hereunder as the area of the portion of the premises remaining tenantable bears to the area of the premises prior to said taking. Upon completion of said repair or restoration, the rent reserved hereunder shall be reduced for the remainder of the term and thereafter Tenant shall be required to pay that proportion of the rent as the area of the restored premises bears to the area of the premises prior to said taking, exclusive of non-material areas.

Tenant shall use the entire award from such partial taking for payment of the cost and repairs and restoration, and shall supply at its own expense all costs of repair and restoration in excess of such award. All such proceeds received by Tenant shall be held in trust for the purpose of paying the cost of such repairs or restoration.

- (c) In the event of any taking, whether total or partial, Tenant shall have no claim in or to any award of damages for such taking, except to the extent that the proceeds of any partial taking must be used by Tenant for restoration of the premises. Tenant hereby expressly assigns any and all of its right, title and interest in and to such awards to Landlord.

9. ASSIGNMENT; SUBLETTING

- (a) Tenant shall not assign, mortgage, pledge, hypothecate, encumber, or in any manner transfer this Lease, any portion thereof, or any interest therein, nor sublease all or any portion of the premises, without the prior written consent of the Landlord.
- (b) In the event of any voluntary or involuntary bankruptcy, arrangement, plan of reorganization, assignment for the benefit of creditors, or other insolvency or related proceeding filed, instituted, or conducted by, against, or otherwise on behalf of or regarding Tenant, the leasehold created hereby shall not be assigned in whole or in part nor the premises sublet, in whole or in part, nor shall either this leasehold nor the premises be otherwise conveyed or transferred in whole or in part to any party.

10. DEFAULT PROVISIONS

The occurrence of any of the following events shall constitute a default under this Lease:

- (a) Tenant fails to make full and timely payment of any rent or any other sum payable by Tenant to Landlord, and such failure continues for a period of 15 days after written notice by Landlord to Tenant as per paragraph 18 herein.
- (b) Tenant shall fail to perform or observe any covenant, term or condition of this Lease to be performed or observed by Tenant, and such failure continues for a period of 30 days after written notice by Landlord to Tenant as per paragraph 18 herein (other than regarding defaults covered by subparagraph (a) hereof).
- (c) Tenant shall cause or permit the premises to become vacant or abandoned for any period of time whatsoever.

11. LANDLORD'S REMEDIES

Upon the occurrence of an event of default specified in paragraph 10 hereof, Landlord may, at its option, exercise one or more of the following remedies:

- (a) Landlord may give Tenant a notice of its intention to terminate this Lease, specifying a date not less than 30 days thereafter, upon which date this Lease, the term and estate hereby granted, and all rights of Tenant hereunder shall expire and terminate. Notwithstanding the foregoing: (i)

Tenant shall remain liable for damages as hereinafter set forth and (ii) Landlord may institute dispossession proceedings for non-payment of rent, distraint, or other proceedings to enforce payment of rent. Upon such termination or expiration of this Lease, Tenant shall peaceably quit and surrender the premises to Landlord, and Landlord may without further notice, enter upon, re-enter, possess and repossess himself thereof, by force, summary proceedings, ejectment, or otherwise and may have, hold, and enjoy the premises.

- (b) Landlord may, at Landlord's sole option (without imposing any duty on Landlord to do so), and Tenant hereby authorizes and empowers Landlord to: (i) re-enter the premises on Tenant's account, for Landlord's own account or otherwise, (ii) relet the same for any term, (iii) remodel the same if necessary or desirable for such reletting purposes, and (iv) receive and apply the rent so received to pay all fees and expenses incurred by Landlord as a result of such default, including without limitation any legal fees and expenses arising therefrom, the costs of re-entry, repair, remodeling and reletting, and the payment of the rent, and other charges due hereunder. No entry, re-entry, or reletting by Landlord, whether by summary proceedings, termination, or otherwise, shall discharge Tenant from any of its liability to Landlord as set forth in this lease.
- (c) Regardless of whether Landlord relets the premises, or enters or re-enters the same, whether by summary proceedings, termination, or otherwise, Tenant will pay Landlord, and be liable to Landlord for the full amount of all rent and other charges then due or thereafter to become due to Landlord either on the days originally fixed herein for payment thereof or, upon demand, in a single sum, as Landlord in his sole discretion may determine.
- (d) Tenant shall be liable for all costs, charges and expenses, including without limitation attorney's fees and disbursements, incurred by the Landlord by reason of the occurrence of any default or the exercise of the Landlord's remedies with respect thereto.
- (e) Tenant, for itself and on behalf of any and all persons claiming through or under it, including without limitation creditors of any kind, hereby waives and surrenders all rights and privileges that they or any of them may have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the remainder of the term, after being dispossessed or ejected therefrom by process of law or after the termination of this Lease as herein provide.

12. LANDLORD'S RIGHT TO PERFORM; CUMULATIVE REMEDIES; WAIVERS; ATTORNEY'S FEES

- (a) If the Tenant shall fail to make any payment required to be made under this Lease, or shall default in the performance of any covenant, agreement, term, provision, or condition herein contained, Landlord may 30 days after written notice as per paragraph 18 herein, without being

under any obligation to do so and without thereby waiving such default, make such payment and/or remedy such other default for the account at the sole expense of the Tenant. Tenant shall pay to Landlord, on demand, the amount of all sums so paid and all expenses so incurred by Landlord, together with interest on such sums and expenses from the date of payment by Landlord until payment in full at the rate of 15% per annum.

- (b) Landlord may restrain any breach of covenant, agreement, term, provision, or condition herein contained. However, the mention herein of any particular remedy shall not preclude the Landlord from any other remedy he may have, either at law or in equity. The failure of Landlord to insist upon the strict performance of any one of the terms of this Lease, or to exercise any right, remedy, or election herein contained or permitted by law, shall not constitute or be construed as a waiver or relinquishment for the future of such terms, rights, remedies, or elections, but the same shall continue and remain in full force and effect. Any rights and remedies of Landlord, whether created hereunder or existing at law, in equity, or otherwise upon breach by Tenant of any covenant contained in this Lease, shall be distinct, separate, and cumulative rights or remedies, and no one of them, whether exercised by Landlord or not shall be deemed to be in exclusion of any other. No term of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing, signed by Landlord or his agent fully authorized in writing. Receipt or acceptance of rent by Landlord shall not be deemed a waiver of any default under this Lease, nor of any right Landlord may be entitled to exercise under this lease.
- (c) In the event of any default by Tenant under this Lease, Landlord shall be entitled, in addition to any other rights and remedies hereunder, to be reimbursed by Tenant of attorney's fees incurred by Landlord in the exercise of its rights and remedies.

13. QUIET ENJOYMENT

Landlord covenants that if and for so long as Tenant keeps and performs each and every covenant herein required to be kept and performed by it, Tenant shall peacefully and quietly enjoy the premises without hindrance or molestation by Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

14. EXPIRATION OF LEASE

Upon the expiration of the term, or the sooner termination hereof:

- (a) Tenant shall peacefully and quietly leave, surrender, and yield up unto Landlord the entire premises free of occupants. Any removable property of Tenant which shall remain in or upon the premises after the expiration of the term or sooner termination thereof and the removal of Tenant from the premises may, at the option of the Landlord, be deemed to have been abandoned, and may be either retained by the Landlord as his property or disposed of in such manner as Landlord may in his sole discretion deem

appropriate; and (b) If Tenant shall remain in the premises such holding over shall not constitute a renewal or extension of this Lease. Landlord may, at his sole discretion, elect to (i) treat Tenant as one who has not removed at the end of its term, or thereupon be entitled to all remedies against Tenant provided for by law or under this lease regarding such situation ; or (ii) construe such holding over as tenancy at will, subject to all the terms and conditions of this Lease except the duration thereof.

15. MEMORANDUM OF LEASE

At the request of either Landlord or Tenant, a Memorandum of Lease in proper form for recording shall be executed and recorded in the Penobscot County Registry of Deeds. The Lease itself shall not be recorded.

16. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Lease, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

17. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties, supersedes all prior negotiations and understandings among them, and shall not be altered or amended except by written agreement signed by Landlord and Tenant.

18. NOTICES

All notices, demands, and other communications hereunder shall be in writing, by certified mail, return receipt requested, and shall be sent to the following addresses:

To Landlord by mailing to:

Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

To Tenant by mailing to:

Richard Lyons, Superintendent
R.S.U. No 22
24 Main Road North
Hampden, ME 04444

19. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Maine.

20. COUNTERPARTS

This Lease may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which taken together shall constitute one agreement binding on all parties hereto, notwithstanding that the parties shall not have signed the same counterpart.

Town of Hampden

Witness

Susan Lessard
Its Town Manager

R.S.U. No. 22

Witness

Richard Lyons
Its Superintendent