



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING

**REVISED AGENDA**

MONDAY

JULY 15, 2013

7:00 P.M.

• **5:30 pm – Finance & Administration Committee Meeting**

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. June 3, 2013
- b. July 1, 2013

3. COMMUNICATIONS

- a. Reeds Brook Middle School DI Team – Thank You

4. REPORTS

- a. Infrastructure Committee Minutes – Special Meeting – 7/1/2013
- b. Finance & Administration Committee Minutes – 7/1/2013

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Ordinance Authorizing Conveyance of Land owned by the Town of Hampden (Old Hampden Academy Property)
- b. Ordinance Authorizing Appropriation and Borrowing of Funds to Finance Various Sewer Projects through the Issuance of General Obligation Bonds or Notes of the Town of Hampden which may be Callable in the Principal Amount not to Exceed \$902,050
- c. Zoning Ordinance Text Amendment – Article 3.6.2 Interchange District – to add Single Family Dwelling to the Permitted Uses in the District

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

- d. General Assistance Ordinance – Adoption of revised Appendix A to be effective July 1, 2013 to June 30, 2014; and Adoption of Revised Appendices B through E to take effect October 1, 2013 to September 30, 2014

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. James Feverston – Reappointment to Pool Board – Services Committee Recommendation

3. UNFINISHED BUSINESS

- a. Zoning Ordinance Map Amendment to change the old Hampden Academy property (Tax Map 36, Lot 76; Map 41, Lot 5; and Map 41, Lot 4) from Residential B and Residential A Districts to Village Commercial II District – Introduction for Public Hearing
- b. Zoning Ordinance Text Amendment – Article 4.8.7.5 Signs in the Village Commercial and Village Commercial II Districts; and Article 4.8.7.7 Signs in Shopping Centers – Introduction for Public Hearing
- c. Zoning Ordinance Text Amendment – Article 3.8.4 Residential B District Conditional Uses to add bed and breakfast and child care center as conditional uses; and Article 3.8.6.10 Special District Regulations by further defining the bed and breakfast regulations – Introduction for Public Hearing
- d. Proposed Sale of Old Hampden Academy Property to Historic Hampden Academy, LLC and proposed Lease of Skehan Center by Town of Hampden from Historic Hampden Academy, LLC

4. NEW BUSINESS

- a. Hampden Water District Trustee Vacancy – Dana Skinner – Term Expires 12/31/16
- b. Use of Marina Reserve Funds – Repair of Town Float

D. COMMITTEE REPORTS

E. MANAGER'S REPORT

F. COUNCILORS' COMMENTS

G. ADJOURNMENT



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

A-2-a

MONDAY

JUNE 3, 2013

7:00 P.M.

*Attending:*

*Mayor Janet Hughes  
Councilor Tom Brann  
Councilor David Ryder  
Councilor Jean Lawlis  
Councilor Bill Shakespeare  
Councilor Carol Duprey*

*Town Manager Susan Lessard  
Town Attorney Thomas Russell  
Town Clerk Denise Hodsdon  
Public Safety Director Joe Rogers  
Town Planner Bob Osborne  
Representatives from Social Service  
Agencies  
Citizens*

*The meeting was called to order by Mayor Hughes at 7:08 pm.*

- A. CONSENT AGENDA** – *Motion by Councilor Shakespeare, seconded by Councilor Brann to accept the Consent Agenda. Unanimous vote in favor.*

**1. SIGNATURES**

**2. SECRETARY'S REPORTS**

- a. **May 16, 2013 Budget Meeting**
- b. **May 23, 2013 Budget Meeting**

**3. COMMUNICATIONS**

**4. REPORTS**

- a. **Finance & Administration Committee Minutes – 5/20/2013**
- b. **Lura Hoit Pool Trustees Minutes – 4/9/13**
- c. **Bus Ridership Report**
- d. **Infrastructure Committee Minutes – 5/28/2013**

- B. PUBLIC COMMENTS** – *There were none.*

**C. POLICY AGENDA**

**1. PUBLIC HEARINGS**

- a. **Consumer Fireworks Ordinance** – *Town Planner Bob Osborne summarized and introduced the Ordinance explaining that it codifies at a municipal level the State regulations with a few notable exceptions:*

1) it lays out specific hours for the discharge of consumer fireworks; 2) prohibits discharge on days when the NOAA's National Weather Service issues a Red Flag Warning; and 3) gives Public Safety authority to deal with complaints. Bob reported that the Planning & Development Committee recommends adoption of the proposed ordinance.

Mayor Hughes opened the public hearing at 7:18 pm.

Proponents: Sean MacMillan, who owns a fireworks store in Holden brought examples of several different kinds of consumer fireworks and cautioned the Council that the Town's ordinance should be very specific in what is allowed and when certain fireworks can be set off and when they cannot. He noted that there are different grades for consumer fireworks, some of which are very large and loud and people would not be happy if someone was setting them off late at night. Ed Murphy of 12 Perry Road, was co-owner of a large fireworks company with Rick Briggs. Mr. Briggs was unable to attend the meeting and sent along his written comments which Mr. Murphy read into the record, a copy of which is attached and made a part of the minutes. Mr. Murphy then had his own comments; he pointed out that the banning of firearms within congested areas of the town does not prohibit the possession of firearms, just the discharge of the same in those areas for public safety reasons. He believes that fireworks should be considered for the same reasons in the same areas. He said banning the discharge of fireworks tied to certain times of day and year sounds like a good idea to the layperson, but it won't work. He said that those that are intent on discharging consumer fireworks will do so and it will be extremely hard to catch and prosecute them. Mr. Murphy is a professional fireworks person trained in safety, knowing the product and what it can do and he said they never react the same every time. He said it doesn't take a professional to light the fireworks, but in a congested area, it may take a professional fireman or paramedic to fix the problem. As a former firefighter for the Town of Hampden, Mr. Murphy said he has had his share of mopping up the scenes following discharge of fireworks that consumed a house. He said he will not ask that the use or possession be banned in the Town of Hampden, but it needs to be done safely. He said he would feel more comfortable if the discharge of fireworks was banned in the same areas where the discharge of firearms is banned.

No one spoke in opposition and there were no general questions or comments. The hearing was closed at 7:35 pm.

Councilor Lawlis said she finds it quite telling that three professionals have concerns about our ordinance so she was inclined to work more on the ordinance and maybe solicit the involvement of people to help write it. Mr. Murphy offered to work with the committee.

Councilor Shakespeare said even before these gentlemen spoke, he had serious reservations with the ordinance after talking with other Hampden residents. After hearing the comments and warnings from these two individuals he has even more concern about the hours and public safety. Motion by Councilor Shakespeare, seconded by

## Public Comments: Draft Consumer Fireworks Ordinance

First, thank you for entering these comments in the public record. Unfortunately due to prior work commitments I am unable to attend tonight's meeting.

My name is Rick Briggs, from 79 Kennebec Road. For those who do not know me I will provide the following information: My past experiences include the following:

- 20 years as a firefighter/EMT, including 10 years as a fire inspector and public education officer, 15 years as Juvenile fire setter specialist, provided treatment to victims of fireworks injuries, and fought residential fires caused by fireworks.

- certified by the National Fire Academy in Maryland as a fire prevention specialist

- 25 years a state of Maine licensed pyrotechnician, twelve years as president of a large fireworks company

- BS degree in Education and Associate degree in Fire Science from University of Me.

- Served 10 years on the town council, including almost 8 years as Mayor

Some would say that these experiences plus many more would make me uniquely qualified to provide comments regarding this proposed ordinance.

Since I left the town council, some three years ago, this is the first time I have felt the need to provide public comment. Although, I am an avid watcher of your meetings on the cable channel, I have remained quiet. During the past few years, there have many issues and difficult discussions in this room that almost encourage me to speak. However, this issue is too important to me and too close to my heart to remain silent.

The ordinance as written does not provide the level of protection needed for our community. It is important to remember that consumer fireworks can cause great injury, kill, and destroy property. In many cases, children are the victim.

Injuries that I know first-hand. In 1999, a device that would now be legal for all shot into my ankle and leg causing life threatening injuries. Thanks to EMS quick response and emergency surgery in Portland within 15 minutes of the event, my leg was saved.

Hampden is no longer a rural community. The community now consists of subdivisions filled with families with homes in many cases only 100 feet from each other. The Town council was very wise many years ago to pass a firearms ordinance to protect its citizens.

The same logic that was applied then should be applied now for fireworks. The noise, fire danger, and chance for human injury from devices that may travel up to 300 feet are too great to do anything different. These devices that are now allowed by the state have no place in urban neighborhoods, such as one like our Independence Avenue for example.

Many communities have completely banned fireworks use in their community. While this would be preferred choice. At the very least the following should be strongly considered for this ordinance.

- 1.) No fireworks allowed with any area of Hampden where firearms are not permitted
- 2.) No fireworks should be permitted on any day other than July 4<sup>th</sup> and December 31<sup>st</sup>, and the weekends before and after July 4<sup>th</sup> and December 31<sup>st</sup>.

Just last evening, fireworks were being used for over two hours in a dense neighborhood here in Hampden. The same neighborhood that some 13 years ago saw a garage burned completely and a home heavily damaged by consumer fireworks. People forget all too soon, how tragedy can occur so fast.

In addition, I realize this is a consumer fireworks ordinance. However, I would also urge the council to consider regulating retail and storage sites. The State regulations do not go far enough to protect our residential community. These thoughts would include only minor changes to our zoning ordinances to provide great protection.

Please take this issue seriously. Please do not just rubber stamp something because of the decision to allow consumer fireworks in Maine. Spend some time, and draft an ordinance that meets Hampden's needs. People, mostly children, will thank you for saving them from some very serious injuries.

*Councilor Lawlis to table this, take it back for more consideration and forethought, and get some professionals involved. Vote was 1 in favor (Shakespeare); 5 opposed (Ryder, Lawlis, Hughes, Brann, and Duprey); motion failed.*

*Councilor Brann said he didn't think this goes far enough either, but he would rather see this ordinance adopted than have no ordinance at all. He pointed out that the Council could adopt it and then amend it later. Motion by Councilor Brann, seconded by Councilor Ryder to adopt the ordinance as submitted. Following discussion, vote on the motion was unanimously in favor.*

*The ordinance was referred back to the Planning & Development Committee for further consideration.*

## **2. NOMINATIONS – APPOINTMENTS – ELECTIONS**

- a. **Reminder – SAD #22 Budget Validation Referendum and District Referendum re Bond for Renovations and Improvements – June 11, 2013** – *Town Clerk Denise Hodsdon reminded everyone that the election is scheduled for Tuesday, June 11<sup>th</sup> and the polls will be open from 8:00 am to 8:00 pm.*

## **3. UNFINISHED BUSINESS**

- a. **Public Works Truck Bid Results – Recommendations of Infrastructure Committee and Finance & Administration Committee** – *Councilor Shakespeare reported that both the Infrastructure Committee and Finance & Administration Committee have recommended a 3-year lease purchase of a 2013 Ford F-550 from White Ford in the amount of \$73,239.80. Motion by Councilor Shakespeare, seconded by Councilor Brann to approve the purchase of the truck from White Ford in the amount of \$73,239.80, with funding to come from the Public Works Equipment Reserve account. Unanimous vote in favor.*

## **4. NEW BUSINESS**

- a. **2013/2014 Budget:**

### **1. Social Service Agency Requests**

*Manager Lessard explained that the budget as proposed does not include any funding for outside agencies, but that the agencies have the right to make requests.*

*Anne Bennett from Hampden Garden Club informed the Council that the club had requested \$600.00;*

*The Red Cross had submitted a written request for \$2,000.00 but there was no representative present;*

*Kathy Bernier of Hammond Street Senior Center indicated that their organization was asking for \$35 per member from Hampden for a total request of \$5,530.00;*

*Vivian Gresser from Hampden Historical Society said they were requesting funding in the amount of \$1,000.00;*  
*Josephine Cirrinone from Eastern Area Agency on Aging requested \$3,500 on behalf of her agency;*  
*Theresa Cuccinoti of Penquis CAP explained that they were requesting 1.3% of services received by the Town for a total of \$7,272.00.*  
*Public Comment: Jeremy Jones of the Partridge Road asked the Council to remember that we need to live within our means and shouldn't use a tax increase as an easy way out. He said there are many organizations in Hampden that do good work and enhance and improve our living experience in this town. We can all use our individual skills by volunteering and helping those organizations with fundraisers without raising our taxes.*  
*Kristen Hornbrook said she supports all these organizations and believes that residents should support them also, but on their own. She said it is not the Town's job to spend taxpayers' dollars to donate to non-profit organizations.*

- 2. Reserves** – No change was made to the proposed total of \$140,000.00, a reduction of \$85,000.00 from last year.
- 3. Revenues** – Manager Lessard has projected revenues to be \$3,226,750.00.
- 4. Budget Review & Introduction for Public Hearing** – Councilor Brann introduced the budget for public hearing on June 17<sup>th</sup>.

**D. COMMITTEE REPORTS**

**Services Committee** – Councilor Lawlis – The next meeting will be at 6:00 pm on June 10<sup>th</sup>.

**Planning & Development Committee** – Councilor Brann – The next meeting will be at 6:00 pm on June 5<sup>th</sup> with agenda items to include the proposal for the old Hampden Academy property, proposal for development of the business park, sign ordinance, marina project, and the TIF program.

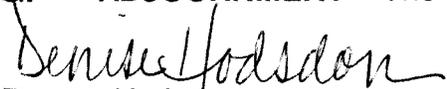
**Infrastructure Committee** – Councilor Shakespeare – The committee met on May 28<sup>th</sup> and discussed the purchase of the Public Works truck, a proposed Public Works meal certificate policy, and the process for filling the vacancy on the Hampden Water District Board.

**Finance & Administration** – Mayor Hughes – The committee met earlier in the evening and reviewed the endowment accounts for the Pool and Library and the enterprise accounts for the Recreation Department and the Skehan Center.

**E. MANAGER'S REPORT** – A copy of the Manager's Report is attached and made a part of the minutes.

**F. COUNCILORS' COMMENTS** – There were none.

**G. ADJOURNMENT** – The meeting was adjourned at 9:58 pm.

  
Denise Hodsdon  
Town Clerk

MANAGER'S REPORT  
June 3, 2013

Town Resident Survey – Surveys were distributed on May 24<sup>th</sup> and so far we have had several hundred returned. We encourage residents who have not yet done so to complete and return their surveys.

Meeting Reminder – A reminder to all that we have scheduled a special Council meeting for June 24<sup>th</sup> in order to allow for extra time for the State to determine its budget and for the Council to reflect on substantive comments made at the Public Hearing to be held on Monday, June 17<sup>th</sup>. Infrastructure is also that evening and will be held at 5:30 p.m. prior to the meeting.

June 30<sup>th</sup> Deadline for unpaid Taxes- A reminder to those who have not paid their annual property taxes that any tax unpaid after June 30, 2013 will be, pursuant to State Law, printed in the next Town Report covering the 2012/2013 fiscal year.



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING

A-2-b

MINUTES

MONDAY

JULY 1, 2013

7:00 P.M.

*Attending:*

*Mayor Janet Hughes  
Councilor Tom Brann  
Councilor David Ryder  
Councilor Jean Lawlis  
Councilor Bill Shakespeare  
Councilor Carol Duprey*

*Town Manager Susan Lessard  
Town Attorney Thomas Russell  
Town Clerk Denise Hodsdon  
Town Planner Bob Osborne  
A Member of the Press  
Citizens*

*The meeting was called to order by Mayor Hughes at 7:05 pm.*

**A. CONSENT AGENDA** – *Motion by Councilor Shakespeare, seconded by Councilor Lawlis to accept the Consent Agenda. Unanimous vote in favor.*

**1. SIGNATURES**

**2. SECRETARY'S REPORTS**

- a. May 20, 2013
- b. June 17, 2013

**3. COMMUNICATIONS**

- a. **Nealley's Corner Store – Victualer's License Renewal**

**4. REPORTS**

- a. **Finance & Administration Committee Minutes – 6/17/2013**
- b. **Services Committee Minutes – 6/10/2013**
- c. **Pool Board Minutes – 5/14/2013**
- d. **Infrastructure Committee Minutes – 6/24/2013**

**B. PUBLIC COMMENTS** – *There were none.*

**C. POLICY AGENDA**

**1. PUBLIC HEARINGS** – *There were none.*

**2. NOMINATIONS – APPOINTMENTS – ELECTIONS** – *There were none.*

### 3. UNFINISHED BUSINESS

- a. **FY 2014 Town Budget Adoption** – *Town Manager Lessard noted that the losses in State revenue will not be as much as anticipated, but the Town's share of the school budget did increase by approximately \$89,000 due to the additional \$142,000 that was added to the budget by the voters. She estimates that as a worst-case scenario, the mil rate will have to increase by 65-cents to accommodate the increase in the school and county assessments. She reported that the Finance Committee met earlier and discussed taking funds from the Wage Study Reserve account to fund cost-of-living increases for all full-time employees. Motion by Councilor Brann, seconded by Councilor Lawlis to restore a 1.1% cost-of-living adjustment for all full-time employees with funding in the amount of \$22,000 to come from the Wage Study Reserve Account. Unanimous vote in favor. Manager Lessard advised that with this change, the increase in revenues would offset the increase in expenditures so the net budget would remain the same at \$3,604,190. Motion by Councilor Lawlis, seconded by Councilor Brann to approve the 2013/2014 net municipal budget in the amount of \$3,604,190.00. Unanimous vote in favor.*
- b. **Sewer Bond Ordinance – Introduction for Public Hearing** – *Councilor Shakespeare introduced this item for public hearing at the next meeting. Manager Lessard did note that originally this was intended to be a joint project with the Water District, but due to favorable construction prices at the present time, the Water District is moving ahead with their project during this construction season.*
- c. **Zoning Ordinance Text Amendment – Article 3.6.2 Interchange District – Introduction for Public Hearing** – *Councilor Brann introduced this item for public hearing at the next meeting.*
- d. **Infrastructure Committee Recommendation for Hampden Water District Trustee Appointment** – *Councilor Shakespeare reported that the Infrastructure Committee had interviewed three candidates for the vacant Trustee position. He noted that all candidates were well-qualified and the committee recommended the appointment of Ryan Francis. Motion by Councilor Shakespeare, seconded by Councilor Lawlis to appoint Ryan Francis to the Hampden Water District Board of Trustees. Unanimous vote in favor.*

### 4. NEW BUSINESS

- a. **Halpern Subdivision – Acceptance of Open Space** – *Town Planner Bob Osborne reported that the Planning & Development Committee had recommended acceptance of the proposed open space and pointed out that it does provide connectivity from Western Avenue to*

*other open space off the Patterson Road. Motion by Councilor Brann, seconded by Councilor Shakespeare to accept the open space as shown on the Halpern Subdivision plan. Unanimous vote in favor.*

**D. COMMITTEE REPORTS**

**Services Committee** – Councilor Lawlis – *The next meeting is at 6:00 pm on July 8<sup>th</sup> with agenda items to include the rec center and Dorothea Dix Park. The Committee is soliciting input from local senior citizens as to how they would like to see the rec center utilized.*

**Planning & Development Committee** - Councilor Brann – *The next meeting is on July 3<sup>rd</sup> and the committee will be continuing with negotiations of the purchase and sale agreement for the old Hampden Academy property and the proposal for development of the business park.*

**Infrastructure Committee** – Councilor Shakespeare – *The committee met on June 24<sup>th</sup> and conducted interviews for the vacant Water District Trustee position, discussed the Public Works Department's request to purchase a zero turn mower and reviewed the policy regarding the priority of sidewalk plowing.*

**Finance Committee** – Mayor Hughes – *The committee met earlier in the evening and reviewed the Town's current reserve accounts.*

**E. MANAGER'S REPORT** – *Manager Lessard said she was pleased to report that the budget finished in the black last year. She noted all valuation numbers are not in yet and that the mil rate for FY 2014 won't be set until either the 2<sup>nd</sup> or 3<sup>rd</sup> week of August. She also reported that there were less outstanding taxes at the end of this year than there were last year even though there was a higher total amount to collect this year.*

**F. COUNCILORS' COMMENTS**

**Councilor Lawlis** *reiterated that she understands why the Town is not funding outside agencies this year, but next year she will fight a little harder to try to put some of those back in the budget.*

**Councilor Brann** *noted that the Council has accepted another piece of open space property this evening and asked that the Infrastructure Committee look into mapping and identifying all Town-owned open space so citizens can identify access points and enjoy using the properties. He wished that SAD #22 Administration would step up and respect the wishes of the voters and use the additional \$142,000 put in to the budget for the purpose specified by the voters. He pointed out that the school budget continues to increase every year and people are just accepting it.*

**Councilor Shakespeare** *concurred with Councilor Lawlis regarding outside agencies. He said this is going to be a tough year and if we can't pave roads next year, we will have to make cuts somewhere.*

**Mayor Hughes** *said that questions are being asked of the Council about the school budget and pointed out that the Council has no control over that budget. She did note that the Town sent a letter to Superintendent Lyons, Assistant Superintendent Genest and School Board members but no response has been received to date. She commented that the Town had been working toward a better relationship with the School Board and feels it is time to send another letter to them about the need to work together. She feels it is a good idea to hold joint meetings on a quarterly basis. She wished everyone a Happy 4<sup>th</sup> of July and reminded everyone that the Town's new*

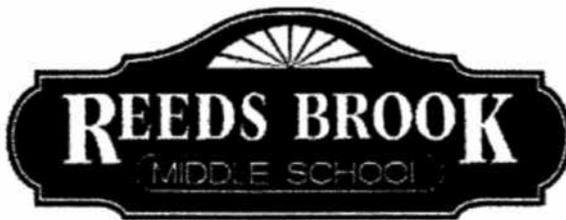
Town Council Meeting  
July 1, 2013

*fireworks ordinance goes into effect this week. She noted that use of consumer fireworks is still legal, but urged everyone to be safe when using them.*

**G. ADJOURNMENT** – *The meeting adjourned at 8:08 pm.*

A handwritten signature in cursive script that reads "Denise Hodsdon".

**Denise Hodsdon**  
**Town Clerk**



A-3-a

*Reeds Brook Middle School, a supportive learning community,  
challenges all students to achieve individual success.*



June 30, 2013

Dear Hampden Town Council  
(Destination ImagiNation Supporter)

Thank-you for supporting the sixth grade students from the Reeds Brook Middle School Destination ImagiNation Team that competed at the 2013 DI Global Finals in Knoxville, TN in May. We wholeheartedly thank you, since we couldn't have done it without your help!

This letter is provided to acknowledge receipt of your donation in the amount of \$ 200.00 to MSAD#22. Should you have any additional questions about your donation, please contact the MSAD#22 District Central Office at 862-3255.

Thanks again for your great support!

With Sincere Appreciation,

A handwritten signature in cursive script that reads "Cora Swalec".

Cora Swalec  
DI Team Manager

DI Team Members: Mary Batsie, Kaelan Dinwiddie and Molly Swalec

28A Main Road South, Hampden, ME 04444 • [www.sad22.us/rb](http://www.sad22.us/rb) • Tel. 207-862-3540 • Fax 862-3551

Anita Stewart McCafferty  
Principal

Paul O'Brien  
Assistant Principal

Ann Moody  
Guidance

Laura Matthews  
Athletic Director

ACCREDITED BY THE NEW ENGLAND ASSOCIATION OF SCHOOLS

Dear Hampden Town Council,  
Thank you for supporting the  
Reeds Brook Middle School  
Destination Imagination team

On our trip to Knoxville Tennessee

We placed 40<sup>th</sup> out of 67 teams

And had a lot of fun

We also learned a lot too

Our sincerest thanks!

*molly* →

*Kaelan*

*Mary*



A-4a

SPECIAL INFRASTRUCTURE COMMITTEE MEETING  
MONDAY, JULY 1, 2013

Attending:

Mayor Janet Hughes	Town Manager Susan Lessard
Councilor Jean Lawlis	Resident Terry McAvoy
Councilor David Ryder	Resident Ryan Francis
Councilor William Shakespeare	
Councilor Carol Duprey	
Councilor Tom Brann	

The meeting was opened at 5:35 p.m. by Chairman Shakespeare.

1. INTERVIEW RYAN FRANCIS – WATER DISTRICT TRUSTEE APPLICANT – The Committee talked with Mr. Francis about his interest in serving as a trustee and his work background and how it might benefit the Board of Trustees. Mr. Francis indicated that he believed his construction/engineering background and ‘down to earth’ approach to issues might be valuable to the Water District as it considers projects moving forward.
2. DISCUSS RECOMMENDATION FOR WATER DISTRICT TRUSTEE APPOINTMENT  
The Committee discussed all three candidates for the position and indicated that they believed that all three were very strong contenders with great backgrounds. In making their decision, the Committee considered the current composition of the Board of Trustees. Motion by Councilor Lawlis, seconded by Councilor Shakespeare to recommend to the full Council the appointment of Ryan Francis as a Water District Trustee. Unanimous vote in favor. In supporting the motion, Committee members stated that they believed the engineering experience of Mr. Francis, combined with his common sense approach would be valuable to the Board of Trustees.

The meeting was adjourned at 6:00 p.m.

Respectfully submitted,

Susan Lessard  
Town Manager

FINANCE & ADMINISTRATION COMMITTEE MEETING  
Monday, July 1, 2013

Attending:

Councilor William Shakespeare  
Councilor Tom Brann  
Mayor Janet Hughes  
Councilor Jean Lawlis  
Councilor Carol Duprey  
Councilor David Ryder

Town Manager Susan Lessard  
Resident Terry McAvoy

The meeting was opened at 6:05 p.m. by Mayor Hughes.

1. Meeting Minutes
  - a. June 17, 2013 – Motion by Councilor Shakespeare, seconded by Councilor Lawlis to approve the minutes as presented. Unanimous vote in favor.
2. Review & Sign Warrants – Committee members reviewed the payment warrants. Councilor Shakespeare asked questions pertaining to the dental insurance bill from Met Life and what % was paid by employees and what percentage paid by the Town. The Manager explained that employees receive a \$150/year dental benefit toward dental insurance with all other costs of the insurance paid by the employee. The warrants were signed as presented.
3. Old Business
  - a. Review Reserve Accounts – The Committee discussed the list of reserve accounts. Several ideas were proposed for changing them including:
    1. Combining the Planning Board Development, Planning Board Reserve, Planning & Commissions and Economic Development Reserves
    2. Combining the Boat Reserve with another category – both Police Cruiser reserve and Communications Reserve were suggested.After considerable discussion, the Committee requested that the Town Manger prepare a recommendation sheet for the next meeting that identifies the stated goals of each account and any recommendations for consolidation.
4. New Business – None
5. Public Comment – Resident Terry McAvoy asked how much the Town paid to Bangor Savings Bank for management of the reserve funds. The Town Manager said that she would look this up and distribute the answer to Mr. McAvoy and the Council.
6. Committee Member comments - Committee members discussed the idea of offering all full time employees the 1.1% cost of living raise by using funds from the Wage

Study Reserve to fund it. No vote was taken on the recommendation but the consensus of the Committee was that this would be a good use of the funds.

The meeting was adjourned at 6:55 p.m.

Respectfully submitted,

Susan Lessard  
Town Manager

C-1-a

TOWN OF HAMPDEN

ORDINANCE AUTHORIZING CONVEYANCE OF LAND OWNED BY THE TOWN OF HAMPDEN

RECITALS

Whereas, the Town of Hampden owns land and the improvements thereon acquired from Maine School Administrative District No. 22 by virtue of a deed dated October 5, 2012, recorded in the Penobscot County Registry of Deeds in Book 12969, Page 195 (hereinafter the "Old Hampden Academy Parcel"); and

WHEREAS, the Town of Hampden has been negotiating with Historic Hampden Academy, LLC concerning its acquisition of the Old Hampden Academy Parcel; and

WHEREAS, as part of the negotiations, Historic Hampden Academy, LLC has agreed to lease the so-called Skehan Center building and associated common areas and parking spaces located on the Old Hampden Academy Parcel to the Town of Hampden.

NOW, THEREFORE, THE TOWN OF HAMPDEN HEREBY ORDAINS:

1. That the Town of Hampden shall convey the Old Hampden Academy Parcel to Historic Hampden Academy, LLC in accordance with the terms and conditions of a Purchase and Sale Agreement to be approved by the Town Council by separate action.
2. That the Town of Hampden shall lease the so-called Skehan Center building located on the Old Hampden Academy Parcel and associated common areas and parking spaces from Historic Hampden Academy, LLC in accordance with the terms and conditions of a Purchase and Sale Agreement and Lease Agreement to be approved by the Town Council by separate action.
3. That the Town Manager is hereby authorized to execute any and all documents deemed necessary or appropriate to accomplish the transactions authorized by this Ordinance and contemplated by the Purchase and Sale Agreement and Lease Agreement to be approved by the Town Council by separate action(s).
4. That this Ordinance shall become applicable upon the date of adoption by the Town Council.

6/17/2013 - Introduced for Public Hearing

## AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT made as of this \_\_\_\_\_ day of July, 2013, by and between THE TOWN OF HAMPDEN, a body corporate and politic, with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Seller"), and HISTORIC HAMPDEN ACADEMY, LLC, a Maine Limited Liability company with an office in Bangor, Maine and a mailing address of 155 Littlefield Avenue, Bangor, ME 04401 ("Buyer").

WHEREAS, based on recent environmental assessments and engineering studies, it is understood that the Town of Hampden would incur approximately [ **\$1.8** ] million in environmental cleanup and demolition costs if the Old Hampden Academy is demolished at the Town's expense, and Buyer wishes to save the Town that cost; and

WHEREAS, Buyer has been formed to acquire and revitalize the Old Hampden Academy property and to develop businesses that will provide jobs to people in Hampden and/or space for non-profits and other groups to meet and have events;

### WITNESSETH AS FOLLOWS:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy certain lots or parcels of land situated in Hampden, Penobscot County, State of Maine, bounded and described as follows (collectively the "Premises"):

Those certain lots or parcels of land, together with the buildings and improvements thereon, comprising the Old Hampden Academy Property, so-called, situated in the Town of Hampden, County of Penobscot and State of Maine, as described in the deed from Maine School Administrative District No. 22 to the Town of Hampden dated October 5, 2012 and Recorded in Book 12969, Page 195, Penobscot County Registry of Deeds.

Subject to the "Condition Regarding Maintenance and Repair of Hampden Academy Bronco Statue and 1843 Building" as set out in said deed, the obligation of which Buyer agrees to assume upon closing.

The conveyance contemplated hereby shall reserve to Seller a sanitary sewer easement on the same terms as in the easement given to the Seller by MSAD #22 by instrument dated March 30, 1983, recorded in the Penobscot County Registry of Deeds in Book 3378, Page 7; provided, however, that the reserved easement shall specifically allow the construction and maintenance of roads over, along and/or across said easement area and the piping and related apparatus within said easement area, so long as the roads do not interfere with Seller's ability to maintain and use the manholes and the fee owner underlying the easement area affected by any such roads is responsible for costs of excavation and repair to that

portion of any such roads which lies within five feet of the centerline of the pipeline.

The Premises to be conveyed contain approximately **twenty-two (22)** acres in the aggregate, more or less, and are further identified as Map 36, Lot 76 and Map 41, Lots 004 and 005 on the property tax maps of the Hampden Town Assessor.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of Sixty Thousand Dollars (\$60,000) payable as follows:

(a) Deposit. The sum of Twenty Thousand Dollars (\$20,000) (the "Deposit") is herewith deposited with Farrell, Rosenblatt & Russell, 61 Main Street, Bangor Maine 04401, Escrow Agent, to be credited against the purchase price at the closing or disbursed to Seller or to Buyer, as the case may be, pursuant to the terms of this Agreement.

(b) Cash at Closing. The balance of the purchase price shall be paid as follows:

Forty Thousand Dollars (\$40,000) shall be paid by Buyer's check or attorney trust account check or wire transfer at the closing.

3. LEASE BACK OF GYMNASIUM. As additional consideration for Seller's sale of the Premises, Buyer agrees to lease back to the Seller at a rent of One Dollar (\$1.00) per year, the gymnasium, together with the associated parking, entrance, lobby, front office, and bathrooms, as specified in, and on the terms and conditions set forth in, the form of lease attached hereto as Exhibit A and made a part hereof (the "Gymnasium Lease").

As part of Buyer's obligations under this Agreement and the Gymnasium Lease, Buyer agrees to undertake the following repairs and replacements, at Buyer's sole cost and expense, within 18 months after the Closing Date:

(a) Inspection and repair any leaks in the gymnasium roof reported in writing by Seller to Buyer within seven (7) days following the date of Closing;

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use, and the Buyer contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate; and

(c) Separation of utility services for the property leased by Seller under the Gymnasium Lease from those serving other portions of the Premises.

Buyer further agrees to honor all terms of an existing lease of a portion of the Premises to Calvary Apostolic Church (the "Church Lease"), but with no obligation to extend or renew the Church Lease upon expiration of the current term of that lease on December 31, 2013.

4. RIGHT OF ENTRY. Prior to closing, Buyer shall have the right to enter onto the Premises at all reasonable times upon advance written or telephonic notice to the Seller, with

men and equipment, for the purpose of conducting necessary surveys, tests, design activities and marketing activities in connection with the Buyer's planned redevelopment of the Premises. The Buyer agrees to immediately repair any damage to the Premises caused in connection therewith, except that this obligation shall not apply to any portions of the Premises which are not associated with the lease to Seller if the transactions contemplated by this agreement are completed as contemplated hereby. Buyer shall defend and indemnify the Seller and Seller's officers, agents and employees from and against all claims of any person arising from the Buyer's exercise of this right of entry, excepting only such claims as may arise from the gross negligence or intentional acts or omissions of the Seller.

5. TITLE. Seller shall convey the premises to Buyer at the closing in fee simple, by Municipal Quitclaim Deed with Quitclaim Covenant, with good and marketable title, subject to the Buyer's obligations under paragraph 3 above. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed sixty (60) days, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Seller elects not to remedy same, then, at the election of Buyer, the Deposit shall be returned to Buyer and this Agreement will terminate. In the alternative, Buyer may, at Buyer's option, elect to close notwithstanding such defects in title as may exist.

6. CLOSING. The closing of this transaction shall take place on or before August 19, 2013, unless Buyer requests a reasonable extension, not to exceed 60 days, in order to satisfy the conditions described in paragraph 11 below, at the offices of Rudman Winchell, 84 Harlow Street, Bangor Maine, or another location agreed upon by the Parties. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed to the premises with Quitclaim Covenant in accordance with the Short Form Deeds Act, 33 M.R.S. § 761 et seq. (the "Deed").

7. POSSESSION. Seller shall deliver possession of the Premises to the Buyer at closing, free and clear of all occupancies, tenancies or uses by others, excepting only occupancy by the Town of Hampden and the Calvary Apostolic Church under the Gymnasium Lease and Church Lease as described in paragraph 3 above. All portable classroom buildings shall be removed from the Premises by Seller in advance of Closing. Prior to Closing, representatives of Buyer and Seller shall prepare a mutually agreeable inventory of (i) tangible personal property that shall remain at the Premises, the title to which shall pass to Buyer at Closing; (ii) tangible personal property to be retained by Seller and either removed from the Premises or retained and used by Seller in the space to be leased back by Seller; and (iii) trash, debris and personal property to be removed from the Premises and properly disposed of by Seller at its cost prior to or within thirty (30) days following Closing, as agreed by the parties. The foregoing inventory shall be attached to this Agreement as **Exhibit B** prior to Closing.

If and to the extent the Seller can do so without breaching legal obligations to third parties, at Closing copies of all tax letters from the State of Maine or sent to the State of Maine, and copies of all emails concerning the Premises that are in possession of the Seller, will be provided to Buyer, including but not limited to correspondence with Beal College and any other parties expressing interest in establishing a business presence in Hampden.

8. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) There shall be no proration of real estate taxes and assessments, due to the Premises' current tax-exempt status as municipally-owned property.

(b) The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S. § 4641-A.

(c) The recording fee for the deed of conveyance shall be paid for by Buyer.

9. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE. All risk of loss to the Premises prior to the Closing shall be on Seller until the Closing.

10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE. The obligation of Seller to close is subject to the adoption and effectiveness of an ordinance by the Hampden Town Council authorizing the sale of the Premises in accordance with the terms and conditions of this Agreement.

11. REPRESENTATIONS AND WARRANTIES. Seller and Buyer agree as follows:

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

(b) Upon execution of this Purchase and Sale Agreement, Seller will provide to Buyer copies of any survey plans; architectural or engineering reports and drawings (including all reports prepared by WBRC); as-built plans and drawings; environmental reports; and title abstracts, policies or opinions in its possession pertaining to the premises described in paragraph 1 herein above. If and to the extent any such materials cannot be provided to Buyer because Seller believes them to be owned by those who prepared them, Seller shall provide Buyer with a specific identification and description of all such materials, and shall cooperate with Buyer to obtain their release to Buyer.

12. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the following conditions unless waived by Buyer:

(a) Buyer's satisfaction in its unilateral discretion with the approach and methodology to be used by the Town's tax assessor in assessing the Premises and Buyer's associated personal property after the Closing.

(b) Buyer's satisfaction in its unilateral discretion with the status of such zone changes, consistent with the Town of Hampden's Comprehensive Plan, as may be reasonably necessary to facilitate Buyer's intended redevelopment of the Premises for possible office space, storage, medical space, school, church, recreation center, restaurant, hotel, retail or housing use. It is understood and agreed that this subparagraph does not impose a contractual obligation on the Town of Hampden to enact any particular zone changes; but the Town agrees to use best efforts to expedite on an accelerated basis, and in any event prior to Closing such zone changes as may be requested by the Buyer for this purpose, through the town's normal zoning amendment process. Buyer hereby requests that the Premises be rezoned as a business district known as Village Commercial District II, and the zoning must also allow housing, including senior housing; schools and educational purposes (recognizing that Hampden Academy is reportedly the twelfth oldest school in the United States), whether public, private, non-profit or for-profit; and church uses. Seller acknowledges that a change in applicable zoning to permit the foregoing uses of the Premises is a material element of Buyer's willingness to acquire the Premises, and unless and except to the extent any of these contingencies are waived by Buyer, the Seller shall refund the Deposit if such zoning changes are not made prior to Closing. The zoning and applicable land use regulations must allow a road along the boundary adjacent to the cemetery, with no setback requirement from the boundary line.

(d) All portable classrooms shall be removed from the Premises by Seller prior to Closing.

(e) Agreement by the parties to the "Inventory" concerning the disposition of tangible personal property at the Premises to be attached at **Exhibit B** to this agreement.

(f) Buyer's satisfaction in its unilateral discretion with the status and substance of any amendments to sign ordinances desired by Buyer in connection with its plans to use existing signage and to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Buyer's (and its tenants) uses of its property, it being understood that Buyer expects to have multiple businesses using the Premises and that such businesses will need appropriate signage.

In the event any of the foregoing conditions to Buyer's obligations are not satisfied prior to Closing, or waived by Buyer in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement and receive back the Deposit,

13. DEFAULT; REMEDIES. In the event that Seller defaults in the performance of its obligations hereunder, other than due to a condition precedent to Seller's obligation to close not being met, and so long as the default is due to no fault of the Buyer, Buyer shall have all

remedies available at law and equity, including but not limited to the return by the Escrow Agent of the Deposit and/or the remedy of specific performance. In the event that Buyer defaults in the performance of its obligations hereunder, due to no fault of the Seller, Buyer shall forfeit the Deposit to Seller, which the Escrow Agent shall immediately disburse to Seller, whereupon this Agreement shall immediately terminate and neither party shall have any further obligations under or in connection with this Agreement.

14. BROKERAGE. Seller and Buyer each represent and warrant that neither has dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless Seller from any claim made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim.

15. ENVIRONMENTAL MATTERS/RELEASE AND INDEMNITY. Seller has provided the Buyer with a copy of a Phase II Environmental Site Assessment report and supplemental report prepared by Credere Associates, LLC dated May 2, 2013. Buyer acknowledges that other environmental conditions affecting the Premises may exist, in addition to those matters disclosed and investigated as part of the Phase I and Phase II Environmental Site Assessments.

Buyer agrees that it shall be solely responsible for conducting or procuring all additional inquiries, studies and investigations that may be necessary to determine the presence or absence of any additional pollutants, contaminants, hazardous substances or wastes upon the Premises that may affect the suitability of the Premises for Buyer's intended redevelopment, at Buyer's sole cost and expense. Buyer understands that portions of the buildings on the Premises are totally unusable and contain asbestos and PCBs that could cost hundreds of thousands of dollars to remediate based on the Seller's estimates and its environmental and engineering studies.

After the Closing Date, Buyer shall be responsible for all costs and expenses associated with Buyer's abatement and remediation of pollutants, contaminants, hazardous substances or wastes upon the Premises as, when and to the extent necessary for Buyer's intended redevelopment.

To the fullest extent permitted by law, Buyer hereby unconditionally and irrevocably releases and forever discharges Seller from any and all liability or responsibility for claims, losses and demands, including those arising from personal injury or death, and all consequences thereof (including any interruption or interference with any business or activities being conducted on the Premises and any loss of opportunity), whether now known or not, which may arise from (1) any latent or patent defects, any hidden or concealed conditions, or any subsoil, groundwater or geological conditions, (2) the condition, structural integrity, operability, maintenance or repair of any buildings, equipment, furniture, furnishings or improvements, (3) the presence of any hazardous materials or substances, (4) the compliance of the premises with, or violation of, any law, statute, ordinance, rule or regulation of any governmental entity, including, without limitation, applicable zoning ordinances, building and health codes or (5) any other matter or thing affecting or related to the Premises.

Provided, however, that the foregoing provisions shall not be construed as an assumption of any liability or responsibility by Buyer for any claims, losses or demands for which the cause of action accrued during Seller's ownership or occupancy of the Premises, or during any prior owner's ownership or occupancy of the Premises.

Furthermore, this release does not release Seller from any action for contribution or indemnification should any claim be made by a third party against Buyer, and Buyer has reason to believe that the Seller has or had a legal responsibility or obligation to the third party relative to the claim, and likewise Seller shall have the right of contribution or indemnification should such a claim be made by a third party against Seller, and Seller has reason to believe that Buyer has or had legal responsibility or obligation for it. In either case, the benefit of such right of contribution or indemnity covers owners, managers, employees, officers, and elected officials, as the case may be, of Seller or Buyer.

As examples, only, to clarify the intent of the parties with respect to the foregoing, but not to limit the generality of the foregoing:

(a) If any agency of any state or federal government requires that Buyer undertake any environmental remediation with respect to the Premises, Buyer has hereby released and waived any claims against Seller for contribution or indemnification, even if Seller, or a predecessor of Seller, and not Buyer, was the sole source of the contamination, and Buyer further agrees, as between Seller and Buyer, to be solely responsible for the cost of such remediation;

(b) If a non-governmental third party brings a claim against Buyer, or joins Buyer in a lawsuit against Buyer and Seller, asserting that he was injured or made sick or suffered other damages as a proximate result of the condition of the Premises while such Premises were owned by the Seller and/or the Buyer, Buyer may recover an equitable share of contribution or indemnity from Seller if such injury or sickness or damage was in fact caused by Seller, and likewise, Seller may recover an equitable share of contribution or indemnity from Buyer if such injury or sickness or damage was in fact caused by Buyer.

(c) If a non-governmental third party brings a claim against Buyer and/or Seller asserting that he was injured or made sick as a proximate result of the condition of the Premises before Seller ever took ownership of the Premises, neither Buyer nor Seller shall have any right of contribution or indemnity as against the other in the event either or both are joined or implicated in the lawsuit.

The provisions of this Section 15 shall survive the Closing.

#### 16. MISCELLANEOUS:

(a) Time. Time is of the essence of this Agreement.

(b) Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally

on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TO SELLER: Susan Lessard, Town Manager  
Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444

COPY TO: Thomas A. Russell Esq., Hampden Town Attorney  
Farrell, Rosenblatt & Russell  
61 Main Street  
Bangor Maine 04401

TO BUYER: Historic Hampden Academy, LLC  
155 Littlefield Ave.  
Bangor, ME 04401  
Attn: Jackie Rawcliffe, Chief Financial Officer

COPY TO: George F. Eaton, Esq.  
Rudman Winchell  
84 Harlow Street  
P.O. Box 1401  
Bangor, ME 04402-1401

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

(c) Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.

(d) Binding Effect. This Agreement will inure to the benefit of Seller and Buyer and the respective successors and assigns of Seller and Buyer.

(e) Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

16. AGREEMENT OF ESCROW AGENT. Escrow Agent by executing this Agreement agrees to hold the Deposit and disburse it in accordance with the terms of this Agreement.

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

WITNESS

**SELLER**  
TOWN OF HAMPDEN

\_\_\_\_\_

By: \_\_\_\_\_  
Susan Lessard, Town Manager

**BUYER**  
HISTORIC HAMPDEN ACADEMY, LLC

\_\_\_\_\_

\_\_\_\_\_  
Name:  
Managing Member

**ESCROW AGENT**

\_\_\_\_\_  
Thomas A. Russell, Esq.  
Farrell, Rosenblatt & Russell  
61 Main Street  
Bangor, Maine 04401

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") made this \_\_\_\_ day of \_\_\_\_\_, 2013 ("Agreement Date"), by and between HISTORIC HAMPDEN ACADEMY, LLC, a Maine limited liability company with an office in Bangor, Maine ("Landlord") and the TOWN OF HAMPDEN, a municipal corporation located in Penobscot County, Maine with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Tenant"),

**WITNESSES AS FOLLOWS:**

For and in consideration of the mutual promises and covenants contained herein, Landlord and Tenant agree as follows:

**SECTION 1. LEASED PREMISES.** Landlord leases and lets to Tenant and Tenant leases and takes from Landlord, subject to the terms and conditions of this Lease, the land and portion of a building located in Hampden, Penobscot County, State of Maine, described as follows ("Premises"):

The entrance, lobby, front office, bathrooms and gymnasium space areas of the old Hampden Academy, as depicted in **Exhibit A** attached hereto and incorporated herein by reference, being a portion of the "Old Hampden Academy Property" conveyed by the Town of Hampden to Historic Hampden Academy, LLC by deed of substantially even date herewith. The leased Premises do not include any classrooms such as the former band room, the former choir room, or any other areas outside of the area depicted as the leased Premises on **Exhibit A**.

The Premises shall also include shared use with the Landlord and other tenants, of a number of parking spaces located in the areas depicted in **Exhibit B**; provided however that at least 100 parking spaces shall be reserved for exclusive use by Landlord, as shown on **Exhibit B**, and it is understood that Tenant and its invitees may have to use school parking spaces on the west side of Route 1A to satisfy some of its parking requirements. Buyer estimates that it will take several years to lease space and will eventually use up to the 100 reserved parking spaces as tenants need them.

**SECTION 2. TERM.** This Lease shall be for a term of five (5) years commencing on the Occupancy Date and terminating on the day prior to the fifth anniversary of the Occupancy Date.

**SECTION 3. OCCUPANCY DATE.** For purposes of this Lease, the term "Occupancy Date" shall mean \_\_\_\_\_, the date of execution of this Lease

**SECTION 4. TERMINATION, EXTENSION AND RENEWAL.** Except as otherwise specifically provided herein, either Tenant or Landlord shall have the right to terminate this Lease at any time after the initial five year term of this Lease by giving the other 365 days advance written notice of such termination. Unless either Landlord or Tenant has given written notice of termination at least one (1) year prior to a stated termination date or Tenant has given Landlord written notice at least 180 days prior to the expiration of the then current term, this Lease shall continue in force on a year-to-year basis.

SECTION 5. RENT; TRIPLE NET LEASE. During the term hereof, including year-to-year extensions as provided in section 4 above, Tenant shall pay to Landlord, in advance, the sum of One Dollar (\$1.00) per year as base rent. In addition to the aforesaid base annual rent, Tenant agrees to pay as additional rent all such sums as are due and payable by Tenant to or on behalf of Landlord pursuant to any of the subsequent provisions of this Lease. The failure of Tenant to pay any sums required hereunder shall be deemed a failure to pay rent. If Landlord is required to pay any amounts due from the Tenant to third parties for utility service; insurance premiums; cleaning; maintenance; mechanics lien claims of contractors, suppliers or others performing work for the Tenant; or other third-party charges due to Tenant's failure to pay the same, the amount of any such payment by Landlord shall constitute additional rent due under this Lease. Tenant shall pay to the Landlord the full amount of all such additional rent within thirty (30) days after the date of the Landlord's invoice to Tenant for the same. This Lease is intended as an absolutely triple net lease, and the \$1.00 base rent and the additional rent, and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 6. HOLDOVER RENT. In the event of any hold-over occupancy of the Premises by Tenant after expiration of the term of this Lease; or continued occupancy of the Premises by the Tenant after the effective date of any notice of termination given by the Landlord for Tenant's default in accordance with Section 26 hereof, in addition to the net additional rent described in this Lease, the base rent attributable to such hold-over period or continued occupancy by the Tenant shall be calculated at the rate of Five Thousand Dollars (\$5,000.00) per month. Provided further, that neither the provisions of this section for calculation of base rent during any such hold-over period or continued occupancy nor Landlord's acceptance of such holdover rent shall be deemed to create a new tenancy or constitute consent or permission of the Landlord to such hold-over or continued occupancy; nor to waive any right or remedy of the Landlord under this Lease or by statute or at common law.

SECTION 7. SECURITY DEPOSIT. No security deposit shall be required as a condition of this Lease.

SECTION 8. USE OF PREMISES. Tenant shall use the Premises primarily for the purpose of a community center and public recreation facility of the Town of Hampden, which may include events that raise funds to offset the Tenant's costs of renting and operating the leased Premises or of operating its recreational programs, and for no other purposes whatsoever without prior express written consent of the Landlord. Any use by Tenant that causes damage to (other than normal wear and tear), or alters or compromises the current character, functionality and lay-out of the Premises as a gymnasium comprised of three basketball courts, bleachers, Hampden Broncos logos and related apparatus is prohibited.

SECTION 9. LICENSES AND PERMITS. Tenant shall obtain and maintain in force, at Tenant's sole expense, all permits, licenses, inspection reports and approvals required by any governmental authority for operation of the Premises as a public recreation facility. Tenant shall pay all applicable license and permit fees which may be imposed upon the Premises or the activities of Tenant by any governmental authority.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, in its use and occupancy of the Premises, shall comply with all applicable laws, rules, regulations and ordinances of all governmental bodies or agencies having jurisdiction over the Premises, including without limitation all laws, rules, regulations and ordinances concerning handling, storage and disposition of hazardous wastes; workplace safety and employment; fire and life safety; and State and municipal land use laws, rules, regulations and ordinances.

SECTION 11. COVENANT OF QUIET ENJOYMENT; PERIODIC USE BY LANDLORD WITH ADVANCE NOTICE; SIGNS. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease; provided, however, that upon at least one hundred eighty (180) days advance written notice by Landlord to Tenant, Tenant shall make the Premises available for use by Landlord for Landlord sponsored events that do not exceed three days (3) days in duration, not to exceed six (6) events in any calendar year. Prior to issuing such a written notice, Landlord shall consult with Tenant to coordinate the timing of any such event to minimize disruption of Town's use of the Premises. Furthermore, during regular hours in which the Premises is staffed by Tenant, Landlord and its managers shall have access to and the right to use the Tenant's gymnasium and related facilities provided such use does not unreasonably interfere with the Tenant's scheduled activities and use of same during that time. Any such use by Landlord shall be at Landlord's sole risk and Landlord shall be responsible for obtaining any required licenses, permits or approvals in connection with such events and activities. Landlord shall be able to use the Premises for any lawful purposes that do not interfere with Tenant's resumption of its use at the conclusion of Landlord's event. Such uses could include, without limitation, a prom or class reunions for Hampden Academy, fundraisers of any nature. Landlord agrees to immediately repair any damage to the Premises caused in connection with its use of the Premises, and to leave the Premises in a good and clean condition after any such use of the Premises.

Tenant acknowledges that its recreation department has always been able to use the gyms at the McGraw School, Reeds Brook Middle School, and Weatherbee School and that because the tax payers pay for the schools it is expected the Town's recreation department will still be allowed to use the gyms at those schools as it has in the past. The Town is allowed to use those gyms for free to the best of Landlord's knowledge. The provisions of this paragraph shall not be construed as a limitation on Tenant's use of the Premises.

Landlord reserves the right to use existing signage and, in accordance with applicable zoning and sign ordinances, as the same may exist from time to time, to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Landlord's (and its other tenants) uses of its property.

SECTION 12. TENANT IMPROVEMENTS, SIGNS, FIXTURES AND EQUIPMENT. Tenant shall have the right to install all equipment and fixtures reasonably necessary to operate a public recreational facility on the Premises ("Tenant Fixtures"); provided, however, that Tenant shall not install any equipment or fixtures, or make any changes or modifications to the Premises that would materially alter or compromise the current character, functionality and lay-out of the existing gymnasium comprised of three basketball courts, bleachers and related apparatus. All such Tenant Fixtures shall remain the personal property of Tenant, and may be removed by Tenant at any time before expiration of this Lease, provided that any damage to the Premises caused by such removal shall be promptly repaired by Tenant at Tenant's own expense. No walls shall be constructed or bathrooms renovated or modified in any way without Landlord's written permission, which shall not be

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

unreasonably withheld. The bleachers shall not be removed under any circumstances. There shall be no sanding, refinishing, rebranding or painting of the gymnasium floors or any portions thereof without first receiving the Landlord's consent in Landlord's sole discretion.

Tenant must obtain written approval from Landlord as to the design and location of all interior and exterior signs, which shall not be unreasonably withheld. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense. A number of signs, messages, and Hampden Academy logos are located in the gymnasium and locker room areas. These will not be removed or painted over, as they are an integral part of the character of the Hampden Academy gymnasium facility.

Any changes to or modification of the Premises necessary to install permitted Tenant Fixtures, shall require the advance written permission of Landlord in accordance with section 17 below.

Installation, placement and use of permitted Tenant Fixtures and other personal property of the Tenant of any kind on the Premises shall be at Tenant's sole risk. Landlord shall not be liable for any loss or damage to such Tenant Fixtures and other personal property of the Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 13. PROPERTY TAXES.

In the event that the Town of Hampden municipal assessor determines that the Premises leased by Tenant do not qualify for property tax exemption as municipal property pursuant to Title 36 M.R.S. section 651(1)(D), Tenant agrees to establishment of a separate property tax account for the Premises.

Landlord shall pay, or cause to be paid, before the same become delinquent, all real estate and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind, that are levied upon or assessed against or with respect to the Premises during the term of this Lease, including extensions. Provided, nevertheless, that Tenant shall reimburse Landlord for such taxes and assessments promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor.

SECTION 14. UTILITIES; LAWN CARE; SNOW REMOVAL.

Landlord shall, within 18 months after the Occupancy Date, effect a physical separation of certain utilities (electricity, heating oil, but not sewer and water) serving the Premises from utilities serving other portions of the Old Hampden Academy property, so as to allow for establishment of separate accounts and metering of such utilities. Separation of utilities shall be at the Landlord's sole cost and expense. Landlord shall pay all utilities to be separated (electricity, heating oil) until such time as they are separated. With respect to utilities that cannot be separated cost-effectively the Landlord and Tenant shall endeavor in good faith to reach a reasonable allocation of the expense of such utilities as between them.

Following Landlord's separation of utilities, Tenant shall be solely responsible for reimbursing Landlord for the cost of all utility service to the Premises, including but not limited to gas, steam, electricity, water, sewer, telephone, telecommunications and internet service. Landlord shall carry and make payment for any of said utilities in its own name, and Tenant shall reimburse Landlord for the

same promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor. Tenant will make its own arrangements for delivery of such services and will pay or reimburse Landlord for all charges for such services.

Tenant shall plow snow from and salt/sand all parking areas and shall mow all lawns on the entire Old Hampden Academy site (in addition to those on the leased Premises) . Landlord shall reimburse Tenant \$500 per year for such plowing, salting, sanding or mowing activities; provided, however, that Tenant shall be solely responsible for the cost of all snow removal, shoveling, salting, sanding, and mowing in the exterior entrance areas and walkways serving the leased Premises or any parking areas dedicated to Tenant.

Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises unless due to Landlord's breach of its obligations under this Lease.

#### SECTION 15. CAPITAL REPAIRS.

Landlord shall, within 18 months after the Occupancy Date, make the following capital repairs to the Premises, at Landlord's sole expense:

(a) Inspection and repair of any leaks in the gymnasium roof reported in writing by Tenant to Landlord not later than the 7<sup>th</sup> day following the commencement of this Lease (the repair of any leaks not so identified, being Tenant's responsibility); and

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use. Landlord contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate, and Landlord will leave the old existing boiler in place as it is still operating and appears to be in reasonable condition. Landlord may have to use existing space within the leased Premises (subject to prior approval from the Tenant) or build an additional building to house all or a portion of the new system, and as this may cost \$200,000 to \$300,000 to do so, it will take time to bid out.

Tenant shall be responsible for the cost of any other capital repairs to the Premises (but not including to the existing boiler or related appurtenances) that become necessary during the term of this Lease, but unless Landlord's facility manager in collaboration with Tenant's representatives agree otherwise, Landlord shall contract for, manage, oversee and control the construction of such capital repairs. Landlord shall pay for the repairs and invoice Tenant for reimbursement by Tenant within thirty (30) days of the date of Landlord's invoice. With respect to any such capital repair or combination of related capital repairs undertaken as a single project, which have an estimated cost in excess of \$10,000.00 and an estimated life of at least three years (hereinafter a "Reimbursable Capital Project"), the Landlord and Tenant shall, prior to undertaking such a project, agree in writing to the anticipated useful life following completion of such project, and upon completion of such project agree to the final cost of the same.

Notwithstanding anything else to the contrary set forth in this Lease, in the event Tenant is unable to, or elects not to incur the cost of, a capital repair or repairs estimated to exceed \$10,000.00, Tenant shall have the right, upon ninety (90) days advance written notice to Landlord, to terminate this Lease and vacate the Premises.

## EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

In the event either Landlord or Tenant exercises its right to terminate this Lease upon 365 days advance written notice to the other in accordance with section 4 above or in accordance with the foregoing paragraph, the parties shall pro-rate on a straight-line basis the cost of each completed Reimbursable Capital Project for which the agreed useful life will not as of the termination date have expired, and for each such project having a remaining useful life of at least one year, the Landlord shall pay the Tenant an amount attributable to the unexpired portion of the life of the project following the termination date of this Lease.

### SECTION 16. REPAIRS AND MAINTENANCE.

Tenant shall, at Tenant's sole cost and expense, regularly clean and maintain the Premises in at least as good condition and repair (reasonable wear and tear excepted) as they are on the Occupancy Date. Tenant shall not permit the Premises to be damaged, stripped or defaced, or suffer any waste. Tenant's duty to maintain and repair the Premises includes, without limitation, all mechanical; heating (but not including to the existing boiler or related appurtenances), ventilation, air handling and air conditioning; plumbing and electrical components; and all structural and nonstructural interior and exterior portions of the Premises whether constructed or installed by Landlord or by Tenant. If the cost of any repair exceeds \$10,000, it shall be governed by the provisions of Section 15 related to capital repairs that exceed \$10,000. Tenant shall maintain all exterior elements of the Premises and keep all parking areas, walks, and other exterior areas within the Premises in good repair and reasonably free of snow and ice. Tenant shall keep the Premises and associated exterior areas, including parking areas, swept clean, and Tenant shall regularly clean up any litter, trash, cigarette butts, graffiti, and other trash and debris in said areas. Tenant shall keep the gymnasium floor and all locker rooms in like condition. The Landlord shall take photographs and videos of the entire leased Premises to document the condition of the leased Premises at or near the inception of this Lease and shall provide a copy thereof to Tenant.

All alterations or repairs required by public authorities, including the Town of Hampden acting in its governmental capacity, with respect to Tenant's use of the Premises shall be made by Tenant at Tenant's expense after obtaining Landlord's approval of the design and specifications of such alterations or repairs, which approval shall not be unreasonably withheld.

If repairs to the Premises are required under the terms of this Lease, and if Tenant fails to commence such repairs and complete the same with reasonable dispatch after notice from Landlord, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant by reason thereof. All costs and expenses incurred by Landlord in making any such repairs shall be considered additional rent and shall be payable to Landlord upon demand.

SECTION 17. ALTERATIONS. Except as provided in section 12 above, Tenant shall not make any alterations or material changes to the Premises or any part thereof, without first obtaining Landlord's written approval, in Landlord's sole discretion. All work done on the Premises shall meet the following requirements:

The work will not adversely affect the structural strength or integrity of the Premises;

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

No inspirational signs will be removed from any areas of the leased Premises; the Bronco logo will not be removed from the gymnasium floor; all signs that say "Hampden Academy" and/or "Hampden Broncos" shall remain in place; and subject to the terms hereof, the gymnasium floor shall be well-maintained;

All remodeling shall be done in full conformity with plans and specifications approved in writing by Landlord, which approval shall be in Landlord's unilateral discretion;

All improvements and alterations made by Tenant shall immediately become the property of Landlord and shall remain on the Premises unless mutually agreed in writing to the contrary;

All work shall be done in a good and first-class workmanlike manner;

Tenant shall abide by all applicable laws, ordinances, regulations, and insurance requirements and shall indemnify and hold Landlord harmless from any loss, cost, or expense arising from failure to comply with such requirements;

Tenant shall not permit any mechanics liens, or similar liens, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith, through the filing of a bond or otherwise, without cost to Landlord, the failure to do so being an automatic default by Tenant under this Lease.

SECTION 18. INDEMNIFICATION; INSURANCE.

As used in this Section 18, "Tenant Premises" means the leased Premises on **Exhibit A**. "Landlord Area" means the portions of the land and the building of the old Hampden Academy other than the Tenant Premises, and other than the shared areas described in **Exhibit B**. The "Shared Area" means the Premises depicted in Exhibit B.

Tenant Duty To Indemnify. Tenant agrees to defend, indemnify and save Landlord and Landlord's managers, members, directors, officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in Tenant Premises, or occurring in Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Tenant in Tenant Premises.

Landlord Duty To Indemnify. Landlord agrees to defend, indemnify and save Tenant and Tenant's municipal officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in (i) the Landlord Area, (ii) the Tenant Premises but only if Landlord was on that occasion making use of what is otherwise Tenant Area, or (iii) the Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Landlord in Landlord Area or in Tenant Area, if Landlord was on that occasion making use of what is otherwise Tenant Area.

No Duty To Indemnify. If a claim arises from any act, omission, or negligence occurring in Shared Area, but such act, omission, or negligence is not traceable or attributable to any activity or event of either Tenant or Landlord, neither Landlord nor Tenant shall have a duty under this Lease to defend, indemnify, or save harmless the other. Furthermore, if a claim described above arises from

any intentional, wrongful act of Landlord (or one or more of its agents), or Tenant (or one or more of its agents), then Landlord, or Tenant, as the case may be, shall not be entitled to a defense and indemnity by the other as a result of the claim.

Scope of Indemnity. The foregoing duty to indemnify and hold harmless, as applied to Landlord or to Tenant, as the case may be, shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever, including reasonable legal fees, paralegal fees, and expert fees, incurred in or in connection with any such claim or proceeding brought thereon, and in defense thereof.

Limited Waiver of Workers' Compensation Immunity. Each party's indemnification obligations under this section shall extend to and include all claims, demands, suits and actions filed by or on behalf of any employee of the party or such employee's estate, for personal injury or death sustained on the Premises. For this limited purpose only, each party hereby waives its immunity from suit and judgment under the Maine Workers' Compensation Act, title 39-A MRSA section 101 *et seq.*, or other provisions of law. Each party's waiver hereunder shall not be construed to mean that a party is responsible for the negligence of the other party.

Liability Insurance. Each party shall maintain in full force during the term hereof a policy of general liability and property damage insurance, or coverage through carriers approved to do business in Maine or a self-insured pool, under which the other party is named as an additional insured, protecting both parties against all claims, expense and liability for injury to or death of persons or damage to property which may be claimed to have occurred on or about the Premises. The limits of liability of such insurance shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for injury or death to persons and damage to property.

Property and Casualty Insurance. Landlord shall maintain fire and casualty insurance providing coverage for the replacement value of the building in which the leased Premises is located (the so-called Skehan Center building), with extended coverage. Such insurance shall be payable to Landlord and Tenant, as their interests may appear. Tenant shall reimburse Landlord for Tenant's pro rata share of the costs of such insurance based on the square footage of the building. Tenant shall pay Landlord within 10 business days of receipt of an invoice therefor.

Release and Waiver of Subrogation. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss, releases the other of and from any and all claims with respect to such loss, to the extent of the insurance proceeds paid under such policies, and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium in the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

Flood Insurance. If at any time the Premises or any part thereof is in an area which is identified by the Secretary of the United States Department of Housing and Urban Development as having special flood hazards and in which area flood insurance is available under the National Flood Insurance Act, Tenant shall obtain flood insurance.

Policies. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, each party shall deliver to the other party original copies or certificates of all insurance policies or coverage required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore. Upon request of Landlord, Tenant shall also deliver copies to the holder of any mortgage affecting the Premises.

SECTION 19. NONDISCRIMINATION. Tenant, in conducting its programs and activities upon the Premises, shall not discriminate against any person in regard to employment, wages, conditions or hours of employment, or access to public accommodations or participation in publicly-funded programs, based upon race, color, ethnicity, religion, age, gender, disability, or in any other manner prohibited by law.

Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 20. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS. The provisions of this Section do not apply to any pre-existing conditions on the Premises. Tenant shall not cause or permit any Hazardous Material to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent.

Any Hazardous Material permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any disposal of Hazardous Materials in or about the Premises.

Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions which may be applicable. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and other laws and regulations relating to providing access and accommodation to persons with disabilities, and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

Tenant shall give immediate notice to Landlord of any violation or apparent violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this section.

Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, claims, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) arising during or after the Lease term as a result of any violation by Tenant of the terms of this Section, or any contamination of the Premises or any other land of Landlord by Hazardous Material as a result of action by Tenant or Tenant's agents, employees, contractors, or invitees.

As used herein, the term "Hazardous Material" means any and all materials or substances which are defined as "hazardous waste" or "hazardous substance" under any state, federal, or local law (including without limitation the Maine Uncontrolled Hazardous Substances Sites Act; the federal Comprehensive Environmental Response, Compensation and Liability Act and the federal Toxic Substances Control Act), and includes without limitation asbestos, waste oil and petroleum products. The provisions of this section shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

SECTION 21. EMINENT DOMAIN. In the case of any taking by eminent domain of either the whole or such lesser portion of the Premises as to preclude the use of the Premises by Tenant for the purpose for which leased, then this Lease shall terminate on the date of such taking. Should the Premises or any part thereof be taken by eminent domain, the sums received in payment for the property so taken shall be paid in their entirety to Landlord, free of any claim by Tenant, except that Tenant shall be entitled to receive and retain any amount which may be specifically awarded to Tenant in a condemnation proceeding because of the taking of any Tenant fixtures on the Premises or for relocation expenses.

SECTION 22. DAMAGE OR DESTRUCTION. In the event of damage to or destruction of the Premises or any part thereof from fire or other casualty, at any time during the term of this Lease, Landlord, to the extent of insurance proceeds available therefor, with all reasonable diligence shall reconstruct, repair, replace or restore the Premises to a condition such that the value lost by the casualty is substantially restored and the Premises are capable of continued use as reasonably determined by Landlord. In the event insurance proceeds are insufficient to facilitate substantial restoration of the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord and vacate the Premises, whereupon each party shall be released from any further obligations to the other under this Lease.

SECTION 23. ASSIGNMENT OR SUBLETTING. Tenant shall have no right to assign or sublet this Lease. Except in connection with periodic events permitted by section 8 above, Tenant shall have no right to rent, offer the use of for for-profit third parties (which term, without limitation, shall include the granting of concessions, licenses and the like), or allow private use of the whole or any part of the Premises, without in each instance having first received the prior express written consent of Landlord, in Landlord's sole discretion. For the purposes of this Agreement, use of the Premises by schools or nonprofit entities shall not constitute private use.

In any case where Landlord shall so consent to such rental or private use, Tenant shall remain fully liable to Landlord for all of the obligations imposed upon Tenant under this Lease, including without limitation, defense, indemnification and the insurance requirements under section 18.

SECTION 24. ACCESS BY LANDLORD. Landlord or any person designated by Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises or to make repairs. For a period commencing one hundred eighty (180) days prior to the end of the term of this Lease, including any renewal terms, Landlord shall have the right to enter the Premises at any reasonable times, for the purpose of exhibiting the same to prospective tenants or purchasers and shall have the right to erect a suitable sign on the Premises indicating that the Premises are available.

Tenant further agrees to allow Landlord to use the premises for business or personal events at no charge, in accordance with Section 11 hereinabove.

SECTION 25. DEFAULT. If Tenant shall fail to comply with any covenant, term, or provision of this Lease, including without limitation the failure to make any required payment hereunder to Landlord or any third party, and shall not cure such failure within ten (10) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, such failure shall constitute an Event of Default.

Upon the occurrence of any Event of Default, and regardless of any waiver or consent to any earlier Event of Default, Landlord, at Landlord's option, may exercise any and all remedies available at law or equity, all such rights and remedies to be cumulative and not exclusive, and without limiting the foregoing, Landlord may terminate this Lease by notice to Tenant; or Landlord may, immediately or at any time thereafter and without demand or further notice, re-enter the Premises with or without process of law and repossess the Premises and expel Tenant and those claiming through or under Tenant, and in case of such termination and/or re-entry Landlord may remove all of Tenant's personal property from the Premises and store the same in any warehouse, all at the expense and risk of Tenant, or may dispose of the same in accordance with applicable law.

SECTION 26. REIMBURSEMENT FOR COSTS, ATTORNEYS' FEES. Tenant shall pay to and indemnify Landlord against all legal costs and charges, including attorneys' fees reasonably incurred, in obtaining possession of the Premises after a default by Tenant or after Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or in enforcing any obligation or covenant of Tenant.

SECTION 27. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office.

SECTION 28. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the addresses set forth on the first page of this Lease, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other.

SECTION 29. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

EXHIBIT A TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

SECTION 30. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means only the owner for the time being of the land and the buildings of which the Premises are a part, so that in the event of any sale or transfer of such land and buildings or of this Lease, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, but only if the new owner agrees in writing to be bound by the terms of this Lease Agreement.

SECTION 31. CHOICE OF LAW; VENUE FOR SUITS. This Lease is made under and shall be construed in accordance with the Laws of the State of Maine. All claims or disputes arising under or on account of any breach of this Lease shall be brought, if at all, in the District or Superior Court for Penobscot County Maine, and otherwise shall be barred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

WITNESS:

HISTORIC HAMPDEN ACADEMY, LLC  
Landlord

\_\_\_\_\_

By:

\_\_\_\_\_  
Name:  
Its Manager  
Duly authorized

TOWN OF HAMPDEN  
Tenant

\_\_\_\_\_

By:

\_\_\_\_\_  
Susan Lessard  
Town Manager  
Duly authorized

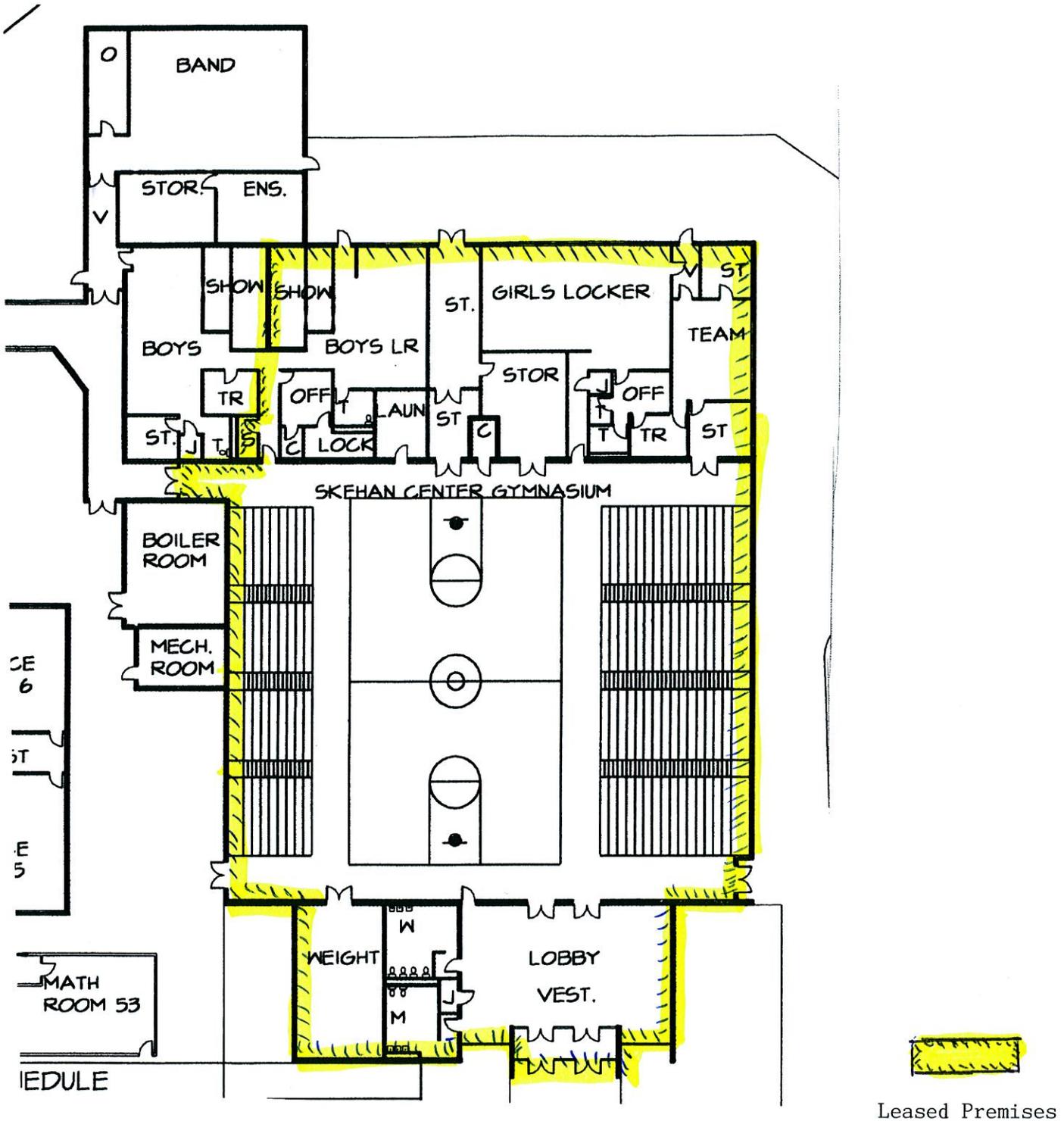


Exhibit A  
 Town of Hampden/Historic Hampden Academy, LLC  
 Lease Agreement



**TOWN OF HAMPDEN**

ORDINANCE AUTHORIZING APPROPRIATION AND BORROWING OF FUNDS TO FINANCE VARIOUS SEWER PROJECTS, INCLUDING THE CONSTRUCTION, RECONSTRUCTION, REPLACEMENT OR REPAIR OF SEWER LINES, MANHOLES, PUMP STATIONS, APPURTENANCES, STORMWATER SEPARATION FACILITIES AND OTHER INFRASTRUCTURE IMPROVEMENTS TO THE TOWN OF HAMPDEN SEWER SYSTEM THROUGH ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES OF THE TOWN OF HAMPDEN WHICH MAY BE CALLABLE IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$902,050.

The Town of Hampden hereby ordains as follows:

Section 1. That pursuant to Section 5772 of Title 30-A, Maine Revised Statutes, as amended, the Charter of the Town and any other applicable authority under Maine law, the Town of Hampden is hereby authorized to borrow a principal amount not to exceed Nine Hundred Two Thousand Fifty Dollars (\$902,050), said amount to be payable over a period not to exceed thirty (30) years, less the term of the Note described below, at such interest rates and on such further terms and conditions as may be approved by the Treasurer and a majority of the Town Council, the proceeds of said loan to be used substantially for various sewer projects, including the construction, reconstruction, replacement or repair of sewer lines, manholes, pump stations, appurtenances, stormwater separation facilities and other infrastructure improvements to the Town of Hampden Sewer System (the "Project"), said loan to be evidenced by the General Obligation Bond or Bonds of the Town to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council (the "Bond") in a principal amount not to exceed \$902,050 in the aggregate. The Bond may be subject to call for redemption as determined by the Town Treasurer and majority of the Town Council.

Section 2. That in anticipation of the receipt of the Bond proceeds for the Project, pursuant to the Charter of the Town and Section 5772 of Title 30-A of the Maine Revised Statutes, as amended, and any other applicable authority under the laws of the State of Maine, the Town of Hampden is hereby authorized to borrow from a lending institution approved by the Town Treasurer and a majority at least of the Town Council a principal amount not to exceed Nine Hundred Two Thousand Fifty Dollars (\$902,050) and in evidence thereof to execute and deliver one or more General Obligation Bond Anticipation Notes (the "Note") of the Town for a period not to exceed one year and to bear interest at such rate and said Note to be subject to such further terms and conditions as the Town Treasurer and a majority at least of the Town Council shall approve, and said Note, together with interest thereon, to be a general obligation of the Town, and intended to be repaid from the Bond, said Note to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council, and such Note may be refunded from time to time for a period not to exceed an

7/1/2013 - Introduced for public hearing

aggregate of three years, with proceeds to be used to provide temporary funds to accomplish the Project.

Section 3. That the Town Treasurer, Mayor or other officers designated by the Town Council be and each of them hereby is authorized to execute such documents and do all things necessary or convenient in order to issue the Bond or Note or any part authorized to execute and deliver such loan applications as may be necessary or appropriate to the Maine Municipal Bond Bank, or other lender. The Treasurer, Mayor, or other officers designated by the Town Council are further authorized to execute any and all loan agreements or resolutions required by Maine Municipal Bond Bank or other lender as may be selected by the Town Treasurer and approved by a majority at least of the Councilors, in such form as may be required by each lender.

Section 4. That the Town Clerk shall distribute a copy of this ordinance to each Council member and to the Town Manager, and shall file a reasonable number of copies of this ordinance in the office of the Town Clerk and shall post a copy of this ordinance together with a Notice of Public Hearing at the following public places: Municipal Building, Post Office, Dyer Library, Hampden Transfer Station, McK's Variety, Pizza Gourmet and R & K Variety, as well as such other places as may be directed by the Town Manager.

Section 5. That a Public Hearing be held at 7:00 p.m. in the Hampden Municipal Building in Hampden, Maine on July 15, 2013, for the purpose of taking testimony and comments from the public with respect to the proposed issuance of the Bond, and that notice of the public hearing be given by the Town Clerk by publishing a summary of this ordinance and a place where copies of the complete ordinance have been filed and times available for inspection in the Bangor Daily News on or before July 6, 2013, together with a notice setting forth the time and place for the public hearing, and for the consideration of the proposed ordinance by the Town Council at a meeting to be held on July 15, 2013, immediately following the public hearing.

Section 6. That all actions heretofore taken by the Town Council of the Town of Hampden relating to the selling of the Town's General Obligation Bond and Note authorized hereby be and they hereby are ratified, approved and confirmed.

Section 7. That pursuant to the requirements of the Internal Revenue Code of 1986, as amended, the Town designates the Bond and the Note to be "qualified tax exempt obligations" of the Town.

Section 8. That the Town shall take any and all actions required under the Internal Revenue Code of 1986, as amended, to maintain the tax exempt status of the interest on the Notes and Bonds, and to maintain the status of the Bond and the Note as "qualified tax exempt obligations" of the Town; and that in connection with the Notes and the Bonds, the Town Treasurer shall be authorized to execute and deliver on behalf of the Town one or more such Arbitrage and Use of Proceeds Certificates in form approved by the Town's bond counsel, and to covenant on behalf of Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds and Notes; and that the Notes and the Bonds may be subject to such further terms and conditions as may be agreed to by a majority at least of the Councilors and the Treasurer of the Town to carry into effect the full intent of this ordinance.

Section 9. That the Town Council is hereby authorized to retain bond counsel for the Town to advise the Town with respect to the issuance and sale of the Bond and the Note, and to prepare documents and render opinions as may be necessary or convenient for that purpose.

Section 10. That the Town Council and officials of the Town are hereby authorized to execute all documents and certificates, and to take all action, including affixing the seal of the Town, as may be necessary or convenient to carry out the full intent of this ordinance, and to accomplish the Project and issue the Bond and the Note, including approval and signing of contracts and other agreements obligating the Town.

Section 11. That pursuant to Section 902 of the Town Charter, this ordinance shall go into effect only upon approval by the voters of the Town of Hampden. Be it further ordained that a referendum of the Town of Hampden be held to decide this question on November \_\_\_\_, 2013, on the ballot question pursuant to the Town Charter and the laws of Maine. The ballot question shall be substantially as follows:

TOWN OF HAMPDEN  
BALLOT QUESTION NO. 1

Ordinance authorizing appropriation and borrowing of funds to finance various sewer projects, including the construction, reconstruction, replacement or repair of sewer lines, manholes, pump stations, appurtenances, stormwater separation facilities and other infrastructure improvements to the Town of Hampden Sewer System through issuance of general obligation bonds or notes of the Town of Hampden which may be callable in the principal amount not to exceed \$902,050.

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

Yes

No

Financial Statement

TOWN OF HAMPDEN

1. Total Town Indebtedness

A. Bonds outstanding and unpaid: \$ 9,144,126.00

B. Bonds authorized and unissued: \$ 0.00

C. Bonds to be issued if this question is approved: \$ 902,050.00

TOTAL: \$ 10,046,176.00

2. Costs

At an estimated maximum interest rate of 4.5 %, the estimated costs of this bond issue will be : 1,504,166.00 ( 25 ) Years Twenty-five

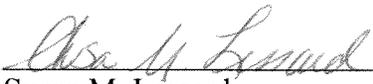
Principal: \$ 902,050.00

Interest: \$ 602,116.00

Total Debt Service: \$ 1,504,166.00

3. Validity

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

  
\_\_\_\_\_  
Susan M. Lessard  
Treasurer, Town of Hampden

C-1-C



**TO:** Mayor Hughes and Hampden Town Council  
**FROM:** Robert Osborne, Town Planner  
**SUBJECT:** Zoning Ordinance Text Amendment Article 3.6.2 Interchange District  
**DATE:** June 25, 2013

At the June 12, 2013 meeting of the Hampden Planning Board a public hearing was held on the subject draft amendment which the Council referred to the Board at your May 6, 2013 meeting.

No one spoke in favor of the amendment although Mr. Averill was there in support of the amendment. Kathy Walker spoke against the proposed amendment to add single family dwelling to the permitted uses of the Interchange District.

After some discussion the Planning Board made and seconded an "ought to pass" recommendation which received six in favor and one against.

The draft Planning Board Minutes of the meeting are attached.

7/1/2013 - Introduced for Public Hearing

**TOWN OF HAMPDEN**  
**Draft**

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

Deletions are ~~Strikethrough~~ Additions Double Underlined

**3.6. Interchange District**

**3.6.1. Purpose** - This district is intended to provide areas for motels, restaurants, service stations and similar uses that provide accommodations for tourists and other travelers using Interstate 95. Residential structures in existence prior to January 1, 1979 may be repaired or modified and accessory structures may be added, provided minimum setback requirements are met.

**3.6.2. Permitted Uses (Subject to Site Plan Review)** – Any retail or service business, hotel, motel, take-out restaurant, small restaurant, sit-down restaurant, automobile and truck service station and repair facility, gift shop, truck terminal, business or professional office, indoor recreation, single family dwelling on Old Coldbrook Road, home occupation (subject to *Article 4.10*), accessory uses or structures, essential services, and wireless telecommunications facilities (subject to *Article 4.22*).  
(Amended: 03-08-99, 05-21-01, 10-01-01, 12-6-04, 03-21-05, 1-17-12).

**3.6.3. Conditional Uses (Subject to Site Plan Review)** - Fast-food restaurant, outdoor dining restaurant, tavern, bar, dance hall, outdoor recreation, stockpiles (subject to *Article 4.9*) not accessory to excavation, gravel pit and quarry activities and buildings necessary for essential services. Any establishment which provides in excess of 5,000 square feet of outdoor display or storage of goods or equipment (Amended: 05-21-01, 12-6-04, 12-17-07, 1-17-12)

**3.6.4. Lot Dimensions**

Minimum Area	-	1 acre
Minimum Road Frontage	-	200 feet
Minimum Setbacks:		
Street Yard	-	30 feet
Side Yard	-	20 feet
Rear Yard	-	20 feet
Maximum Ground Coverage	-	25 percent
Maximum Building Height	-	50 feet

(Amended: 01-19-06)

**3.6.5. Special District Regulations**

1. Fast-food restaurant use shall be located on a lot having a minimum lot size of 1.5 acres, minimum frontage of 200 feet and no part of the vehicle queue shall be located within 100 feet of a residential structure. (Amended: 12-6-04)
2. Sale or consumption of alcoholic beverages is prohibited for outdoor dining restaurant uses in conjunction with take-out restaurants and fast-food restaurants. (Amended: 12-6-04)
3. Outdoor dining areas proposed for outdoor dining restaurant uses shall be clearly delineated on a site plan including barriers required under M.R.S.A. *Title 28-A*. Outdoor dining restaurant uses

proposing outdoor consumption of alcoholic beverages shall comply with M.R.S.A. Title 28-A: LIQUORS §1051. Licenses generally which requires that outside areas be controlled by barriers and by signs prohibiting consumption beyond the barriers. (Amended: 12-6-04)

4. No bar or dance hall shall be located within 500 feet of a residence. (Amended: 12-6-04)
5. Buildings in excess of 35 feet in height shall provide additional setbacks on all yards as herein stipulated: Subtract 35 feet from the proposed building height and add that difference to each yard setback requirement. (Amended: 01-19-06)

*EXAMPLE:* A 48 foot tall building is proposed. By subtracting the base Interchange District maximum building height from the proposed height the following is the result  $48' - 35' = 13'$ . Then add that amount to each yard or setback.

Setback Type		Base Setbacks:	Total Setback
Street Yard	-	30 feet	43 feet
Side Yard	-	20 feet	33 feet
Rear Yard	-	20 feet	33 feet

(Amended: 01-19-06)

**TOWN OF HAMPDEN  
PLANNING BOARD  
DRAFT MINUTES**

The meeting of the Hampden Planning Board was called to order at 7:00 p.m. on Wednesday, June 12, 2013 at the Hampden Municipal Building Council Chambers by Chairman Peter Weatherbee.

Attendance: Planning Board Chairman Peter Weatherbee, Members Michael Avery, Mort Syversen, Eugene Weldon, Peter Frazier, Kelley Wiltbank and Associate Member Jim Davitt.

Also in attendance: Town Planner Robert Osborne and applicants for tonight's meeting.

**1. APPROVAL OF MINUTES (May 8, 2013)**

Member Syversen made a motion to approve the minutes as written this was seconded by Member Avery. The vote was unanimous in favor of the motion.

**2. NEW BUSINESS**

**A. Zoning Ordinance Text Amendment – Town of Hampden requests amendment to Article 3.6.2 Interchange District Permitted Uses to add single family dwelling on Old Coldbrook Road to the list of permitted uses in the district. – Public Hearing and Recommendation to Town Council.**

Chairman Weatherbee asked if this item had been noticed, Mr. Osborne replied that it had been public noticed.

Chairman Weatherbee opened the public hearing asking for anyone wishing to speak in favor of the application, anyone with general questions or comments then anyone wishing to speak in opposition of the application.

Kathy Walker, 5 Old Coldbrook Road, spoke in opposition of the proposed text amendment, to permit single family dwellings on the Old Coldbrook Road in the Interchange District. She stated that the history of the street was that there were six houses there when she first moved there and four of them were subsequently became dilapidated as rentals and were burned down by the fire department after the houses were vacated. She does not want any more trashed and burned houses in the neighborhood.

Ms. Walker expressed some relief that she had spoken to Bob Averill who was also in attendance at this meeting, he is the owner of the former beauty shop and that he intends to convert the building to a single family residence for his family's use as an owner occupied residence.

Ms. Walker questioned why the town would want a residential pod surrounded by industrial uses. She questioned what does this change mean for the surrounding vacant properties? She indicated that the Averill property was constructed by Downeast Associates and has never been a residence although it may have been designed and constructed with the thought that it might be re-used as a house.

Ms. Walker questioned if the town might make the use conditional in a fashion where the town could assess how it had worked out?

Ms. Walker expressed concern for many houses to be built and more rentals to be trashed and burned. She questioned where this fits into the comprehensive plan.

Bob Osborne, town planner, spoke about the text amendment. This draft zoning text amendment which was referred to the Planning Board comes from the Council Planning and Development Committee. The town had received a written request to consider allowing the Averill property to be used as a single family residence. The text amendment limits the area of impact to Old Coldbrook Road (approximately 900 feet in length). He noted that many of the commercial districts in the Town of Hampden contemplate single family residential uses (including Commercial Service, Business, Rural Business, Village Commercial and Village Commercial II Districts however the Interchange and Business B Districts do not). The lot area and frontage requirements of any newly created lots would as stated in the Interchange District (lot area 1 acre and 200 feet of street frontage). Staff recommends that the Planning Board return this item to the Town Council with an "ought to pass" recommendation.

Member Frazier asked Mrs. Walker what the major concern was with having single family dwelling in the Interchange Zone.

Mrs. Walker stated that Dysart's and Bouchard's owned several of the houses that had been rentals, then eventually burned down by the fire department due to the poor condition of the dwelling. She stated that it is more fitting to the comprehensive plan that the Coldbrook and Old Coldbrook Road be developed for service industry, not single family dwellings.

Member Weldon stated his understanding of the concerns voiced after living on the Coldbrook Road corridor.

Member Avery made a motion that this is consistent with other zones and an "ought to pass" recommendation be sent back to Town Council, this motion was seconded by Member Syversen. The vote was six in favor of the "ought to pass" recommendation to Town Council and one against the motion. (Member Weldon voted no)

Chairman Weatherbee requested that the Town Planner's memo to be made part of the public record.

### **3. STAFF REPORT**

Bob Osborne has nothing to report.

### **4. BOARD MEMBER CONCERNS**

### **5. ADJOURNMENT**

Meeting was adjourned at 7:35 p.m.

**MEMORANDUM**

TO: Town of Hampden Planning Board  
FROM: Robert C. Osborne, Town Planner  
RE: 7:00 PM, Wednesday, June 12, 2013, Planning Board Agenda  
DATE: June 5, 2013

**2. NEW BUSINESS**

**A. Zoning Ordinance Text Amendment – Town of Hampden requests amendment to Article 3.6.2 Interchange District Permitted Uses to add single family dwelling on Old Coldbrook Road to that list of permitted uses in the district - Public Hearing and Recommendation to Town Council**

**Overview.** This item was referred to the Board by the Town Council. As you may be aware Old Coldbrook Road is a short stretch of Coldbrook Road that was realigned when the interstate was constructed. The only current uses on Old Coldbrook Road are single family dwellings. The amendment came to the Council from the landowner of the former Aphrodite and Adonis Beauty Shop who wish to convert this building to a residence which it probably was back in the day but not in recent years. The effect of the amendment which simply adds single family dwelling the list of permitted uses on this short street is of very little impact.

**Recommendation.** Staff recommends that the Planning Board return this item to the Town Council with an “ought-to-pass” recommendation.

Linda and Robert Averill

100 Sanford Street

Bangor, Me 04401

Hampden Town Council

Town of Hampden

106 Western Ave.

Hampden, Me 04444

Re: Old Coldbrook Road proposed zoning amendment

Councilors,

In November of 2006 we purchased the property on 12 Old Coldbrook Road from the Postal Union. At that time the Union had it on the market for a couple of years. My wife and I saw the potential in the property for a business she wanted to open. After almost a year of remodeling and updating the building and property we opened the business as a day spa. Despite advertising thru all medias available there was no customer traffic and after two years we had to close the business. The property has been on the market since then for both sale and rental but with no success.

We would now like to make this our primary residence which can only happen if the Council accepts the recommendations of the Planning and Development Committee and Planning Board to allow residential on this short section of road. Mortgage, utilities, insurance, and taxes are ongoing with the vacant building and we see no long term prospect of selling or renting it. We feel if there is activity in the Interchange District it will be at first along Coldbrook Road where there is better exposure, a wider road, and a better possibility of future water and sewer access.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Robert Averill". The signature is written in a cursive style with a large initial "R".

Robert Averill

**Kathy W. Walker**  
**5 Old Coldbrook Road**  
**Hampden, ME 04444**

Hampden Town Council  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444

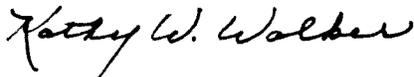
Dear Councilors:

The Hampden Planning Board voted on June 12, 2013 to amend Article 3.6.2 of the town Zoning Ordinance to allow single family dwellings on the Old Coldbrook Road as a permitted use in the Interchange District. The reason for the amendment is to allow the owner of a building that has been the site of many businesses since the mid-sixties to convert this building into a home. I have lived on the Old Coldbrook Road for over forty years and spoke in opposition to the amendment for the following reasons:

- The road now consists of mostly vacant lots. In recent years, the homes previously located on these lots were rented, were trashed by the occupants and were eventually demolished. Only three structures remain on the road. Two remaining structures are homes and the third structure is the business building. The Ordinance amendment does not appear to honor the intent of the comprehensive plan or the interchange zone because it potentially allows new houses to be built in an area of Hampden zoned specifically to encourage business development.
- Lot size is a concern because of the vacant properties on the road. I was told at the public hearing that a one acre minimum lot size would be required for single family dwellings with two hundred feet minimum road frontage. The lot in question at 12 Old Coldbrook Road is only 37,000 square feet in size.
- This amendment adds a new use to the list of permitted uses in the Interchange District. The new use of "single family dwelling", however, is not defined in the amendment. Although I don't support any part of the amendment, I certainly do not want mobile housing units moved into the vacant lots beside my home but there is nothing in the amendment to preclude this from occurring.

The track record of single family dwellings located on the Old Coldbrook road has not been a good one in recent years, especially compared to the businesses that have occupied 12 Old Coldbrook Road. I do not want to encourage any new homes in this area and do not believe it is in the best interest of the Town to do so. Thank you for your careful consideration of this amendment.

Sincerely,



Kathy W. Walker

**GENERAL ASSISTANCE ORDINANCE  
APPENDICES A  
2013-2014**

C-1-d

The Municipality of \_\_\_\_\_ adopts the MMA Model Ordinance GA Appendices A for the period of July 1, 2013 ▪ June 30, 2014. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) by the municipal officers:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

## GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendix A* are effective from **July 1, 2013 to June 30, 2014**. The maximums found in *Appendices B, C, D, E, and F* are effective from **October 1, 2013 to September 30, 2014**.

### APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
	\$579	\$669	\$845	\$1061	\$1223	

**NOTE:** For each additional person add \$68 per month.

**(The applicable figures from Appendix A, *once adopted*, should be inserted here.)**



## Appendix B

Effective: 10/01/13 to 09/30/14

### Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2013, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	46.51	200
2	85.35	367
3	122.33	526
4	155.35	668
5	184.42	793
6	221.40	952
7	244.65	1,052
8	279.53	1,202

**Note: For each additional person add \$150 per month.**

## Appendix C

Effective: 10/01/13-10/01/14

# GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

### **Non-Metropolitan FMR Areas**

<b><u>Aroostook County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	82	353	106	455	
1	82	353	107	460	
2	93	401	130	558	
3	120	514	166	714	
4	124	535	181	777	
<b><u>Franklin County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	95	408	117	505	
1	97	418	121	520	
2	114	491	144	620	
3	135	579	181	779	
4	206	887	263	1,129	
<b><u>Hancock County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	105	451	124	533	
1	117	503	140	602	
2	145	622	180	775	
3	197	845	240	1,031	
4	197	845	241	1,035	
<b><u>Kennebec County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	83	359	106	454	
1	94	404	123	527	
2	123	529	159	682	
3	159	685	200	862	
4	159	682	212	911	

## Appendix C

Effective: 10/01/13-10/01/14

### Non-Metropolitan FMR Areas

<b><u>Knox County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	128	552	150	647	
1	128	552	150	643	
2	150	645	186	798	
3	197	846	240	1,032	
4	209	899	252	1,083	
<b><u>Lincoln County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	119	513	132	568	
1	124	535	145	622	
2	159	684	195	837	
3	200	862	244	1,048	
4	207	889	260	1,118	
<b><u>Oxford County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	89	382	114	490	
1	101	434	120	516	
2	113	487	153	657	
3	161	693	209	900	
4	216	928	274	1,179	
<b><u>Piscataquis County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	96	413	111	479	
1	103	441	125	539	
2	123	527	154	663	
3	157	675	196	844	
4	157	675	205	881	
<b><u>Somerset County</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	94	405	122	523	
1	94	405	126	542	
2	107	459	151	650	
3	164	703	209	899	
4	164	703	209	899	

# Appendix C

Effective: 10/01/13-10/01/14

## Non-Metropolitan FMR Areas

<b><u>Waldo County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	128	552	
1	119	510	136	583	
2	139	597	162	698	
3	174	749	217	935	
4	176	758	230	987	

<b><u>Washington County</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	402	108	463	
1	95	410	118	507	
2	108	465	141	607	
3	134	575	182	782	
4	163	703	222	954	

## Metropolitan FMR Areas

<b><u>Bangor HMFA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	100	432	123	527	
1	113	487	142	610	
2	145	625	181	778	
3	183	789	227	975	
4	210	904	263	1,133	

<b><u>Penobscot County HMFA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	424	114	491	
1	99	424	114	491	
2	100	429	131	565	
3	136	587	172	741	
4	155	668	214	919	

<b><u>Lewiston/Auburn MSA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	89	381	111	476	
1	103	445	132	566	
2	139	597	174	750	
3	178	766	221	952	
4	180	774	233	1,003	

# Appendix C

Effective: 10/01/13-10/01/14

## Metropolitan FMR Areas

<b><u>Portland HMFA</u></b>		<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	142	611	154	666	
1	166	715	183	788	
2	214	922	238	1023	
3	271	1165	300	1292	
4	274	1180	318	1367	
<b><u>York/Kittery/S. Berwick HMFA</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	170	729	182	784	
1	170	729	182	784	
2	191	823	221	949	
3	289	1241	318	1368	
4	300	1289	343	1473	
<b><u>Cumberland County HMFA</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	111	479	124	534	
1	131	563	148	636	
2	167	720	119	821	
3	228	982	259	1115	
4	271	1167	308	1326	
<b><u>Sagadahoc County HMFA</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	140	603	153	658	
1	140	603	153	658	
2	155	667	179	768	
3	186	798	228	976	
4	271	1167	314	1351	
<b><u>York County HMFA</u></b>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	126	541	139	596	
1	126	541	147	633	
2	156	672	188	810	
3	216	928	259	1,114	
4	216	928	266	1,143	

**APPENDIX D - UTILITIES**

**ELECTRIC**

**NOTE:** For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established. Applicants must demonstrate need.

**1) Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.20	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

**2) Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.10	\$82.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

**APPENDIX E - HEATING FUEL**

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month

**FOR MUNICIPAL USE ONLY**



Check One:  Initial Application  Reappointment Application

TOWN OF HAMPDEN  
APPLICATION FOR TOWN BOARDS AND COMMITTEES

C-2-a

NAME: FEVERSTON JAMES  
LAST FIRST MI

ADDRESS: 55 Dudley St Hampden, ME 04444  
STREET TOWN ZIP

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

TELEPHONE: 207 862-4647 207.944.9952.  
HOME WORK

EMAIL: Jfeverston@roadrunner.com

OCCUPATION: Consultant/Research & Development Specialist

BOARD OR COMMITTEE PREFERENCE:  
FIRST CHOICE: Pool Board.

SECOND CHOICE (OPTIONAL): \_\_\_\_\_

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

Previous Leadership and Pool Board.  
experience. Pool Board Projects leader.

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

- CONSERVATION COMMITTEE
- BOARD OF ASSESSMENT REVIEW
- PERSONNEL APPEALS BOARD
- LURA HOIT MEMORIAL POOL
- ECONOMIC DEVELOPMENT COMMITTEE
- FRIENDS OF DOROTHEA DIX PARK

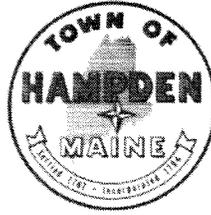
3 YEAR

- DYER LIBRARY
- RECREATION COMMITTEE
- BOARD OF APPEALS
- HISTORIC PRESERVATION COMMITTEE
- TREE BOARD

5 YEAR  
PLANNING BOARD

<b>FOR TOWN USE ONLY</b>		Date Application Received: <b>MAR 12 2013</b>
COUNCIL COMMITTEE ACTION: _____	DATE: _____	
COUNCIL ACTION: _____	DATE: _____	
<input type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT	DATE APPOINTMENT EXPIRES: _____

C-3-a



**TO: Mayor Hughes and Hampden Town Council**  
**FROM: Robert Osborne, Town Planner**  
**SUBJECT: Draft Zoning Ordinance Map Amendment, Old Hampden Academy**  
**DATE: July 11, 2013**

At the June 17, 2013 Town Council meeting this item was referred to the Hampden Planning Board for public hearing, review and recommendation.

The Planning Board held a public hearing on this item at their July 10, 2013 meeting. There were comments from Jennifer Dysart who indicated that they wished for the zoning to extend to their property and questioned what uses the Village Commercial II District allows, question from Jeff O'Sullivan questioning why his lot at the end of Cottage Street is Residential B while the rest of Cottage Street is Residential A District and Dennis Patterson who indicated that while he supports the proposed amendment he wanted to bring to the Planning Board and Town Council's attention that there are significant drainage issues at 17 Cottage Street that appear to be at least in part of uncontrolled runoff from the old academy site development.

The Planning Board voted to recommend "ought-to-pass to the zoning map amendment with the noted comment about the drainage issues in the neighborhood.

The proposal is to amend the Zoning Ordinance Map to change Map 36, Lot 76, Map 41, Lot 5, and Map 41, Lot 4, which are the three parcels that the old Hampden Academy property are comprised of from Residential B District and a smaller portion of Residential A District to Village Commercial II District. The neighboring commercial plaza including Schacht's, Eastern Maine Healthcare's new facility and Bangor Savings Bank is zoned Village Commercial II.

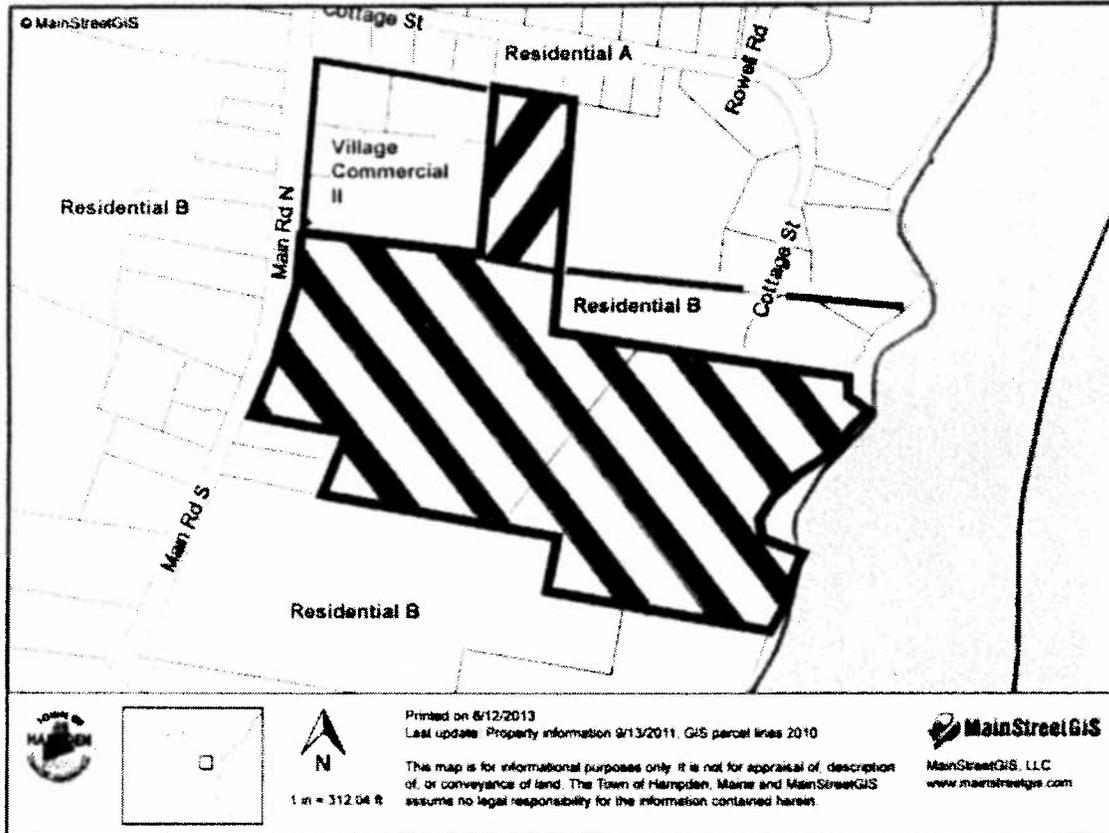
It was also discussed that the Comprehensive Plan contains language that would encourage the Council to consider such a change in zoning.

#### *Four Mile Square*

- 1.) *Create an institutional zone to accommodate the school complex on the western side of Route 1A within the Four Mile Square.*
- 2.) *Determine the appropriate re use for the "old" Hampden Academy once the new high school is constructed (east side of Route 1A)...*

# TOWN OF HAMPDEN Draft

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

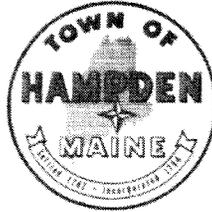


Residential A to Village Commercial II



Residential B to Village Commercial II

C-3-b



**TO: Mayor Hughes and Hampden Town Council**  
**FROM: Robert Osborne, Town Planner**  
**SUBJECT: Draft Zoning Ordinance Text Amendment, Village Commercial Signs**  
**DATE: July 11, 2013**

At the June 17, 2013 Town Council meeting this item was referred to the Hampden Planning Board for public hearing, review and recommendation

The Planning Board held a public hearing on this item at its July 10, 2013 meeting and no one from the general public spoke concerning this item. The Planning Board voted unanimously to recommend "ought-to-pass" with two minor amendments.

Both changes were in Article 4.8.7.7 Signs in Shopping Centers: The first was the language "In addition to signs allowed under Article 4.8.7".... The Planning Board indicated that the language should be changed to "In lieu of"... because the intent of the shopping center signage language is to replace the district language in the case of a shopping center. The second change was to clarify that the shopping center "place name" element of the sign is optional given the fact that not all shopping centers will in fact have a place name.

This draft amendment of the sign provisions of the Zoning Ordinance allow internal illumination of signs in the Village Commercial Districts and also make adjustments on shopping center signage including increasing the height allowed in the VC Districts to 20 feet.

A number of changes are also proposed to shopping center signage to clarify that it is limited to one freestanding sign and to provide adequate space on the sign for major tenants as well as additional signage for multiple building site developments.

**TOWN OF HAMPDEN**  
**Draft**

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

Deletions are ~~Strikethrough~~ Additions Double Underlined

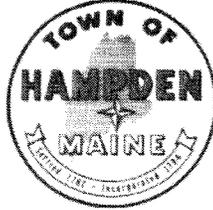
**4.8.7. Signs in the Commercial Districts** *Amended 01/21/03*

1. *Signs in the Business District and Rural Business District* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Business District and the Rural Business District: *Amended 01/21/03*
  - a. One (1) freestanding sign, not to exceed thirty-six (36) square feet. *Amended 01/21/03*
  - b. Wall signs not to exceed one and one-half (1-1/2) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed one hundred fifty (150) square feet.
  - c. One (1) projecting or roof sign not to exceed thirty-six (36) square feet in area. *Amended 01/21/03*
2. *Signs in the Business B District* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Business B District provided total signage does not exceed 250 square feet in area. *Amended 01/21/03*
  - a. One (1) freestanding sign, not to exceed fifty (50) square feet in area. *Amended 01/21/03*
  - b. Wall signs not to exceed two square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed two hundred (200) square feet.
  - c. Projecting signs not to exceed (25) square feet in area.
3. *Signs in the Commercial Service District* - The following signs, identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Commercial-Service District: *Amended 01/21/03*
  - a. One (1) freestanding sign, not to exceed thirty-six (36) square feet. *Amended 01/21/03*
  - b. Wall signs not to exceed two (2) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed two hundred (200) square feet.
  - c. One (1) projecting, or roof sign not to exceed seventy-two (72) square feet in area. *Amended 01/21/03*

- d. Industrial Parks, as defined, may erect one industrial park sign per entrance. Such sign shall not exceed fifty (50) square feet.
4. *Signs in the Interchange District* - The following signs, identifying on-premises business names, uses or goods sold or services rendered, shall be allowed for uses in the Interchange District: *Amended 01/21/03*
- a. One (1) freestanding, projecting, or roof sign not to exceed one hundred fifty (150) square feet in area. *Amended 01/21/03*
  - b. Wall signs not to exceed four (4) square feet of area for every running foot of building frontage. The aggregate area of all wall signs on the premises shall not exceed four hundred (400) square feet.
  - c. Industrial parks, as defined, may erect one (1) industrial park sign per entrance. Such sign shall not exceed fifty (50) square feet.
5. *Signs in the Village Commercial and Village Commercial II Districts* - Two (2) of the following sign options identifying on-premises business names, uses or goods sold or services rendered shall be allowed for uses in the Village Commercial District provided total signage does not exceed 30 square feet in area. *Amended 01/21/03*
- a. One (1) freestanding sign ~~indirectly illuminated~~ not to exceed twenty-four (24) square feet in area and fifteen (15') feet in height. *Amended 01/21/03*
  - b. Wall signs not to exceed twelve (12) square feet in area.
  - c. Projecting signs not to exceed (12) square feet in area.
  - d. *Prohibited signs* - No ~~internally illuminated~~ or roof signs shall be permitted in the Village Commercial District.
  - e. *Shopping center signs* - Shopping Center Signs shall be allowed in conformance with *Article 4.8.7.7*, provided the sign is ~~neither internally illuminated nor does not~~ does not exceed fifteen (15') twenty (20') feet in height.
6. *Fuel sales* - In addition to signs allowed under *Article 4.8.7* of the Ordinance, uses selling gasoline or diesel fuel may display one sign not to exceed sixteen (16) square feet in area, advertising the price of said gasoline or diesel fuel.
7. *Signs in shopping centers* - ~~In addition to lieu of~~ signs allowed under *Article 4.8.7* of the Ordinance, Shopping centers, as defined, each ~~store or shop~~ tenant within the shopping center may have a projecting or roof sign (where permitted) not to exceed thirty-six (36) square feet. Additionally stores each tenant within the shopping center shall be allowed wall signs as allowed in 4.8.7.1.b above not to exceed thirty (30) square feet. Notwithstanding the foregoing limitation on wall signage the wall signs may be increased to fifty (50) sq. ft. if both the exterior wall of the tenant space is 50 feet or more from the street frontage and if that tenant has a floor area of at least 10,000 sq. ft. and one (1) detached or freestanding sign as allowed under Article 4.8.7.1.a. above. Each shopping center may display a shopping center sign naming the shopping center and identifying uses or services rendered on the premises and/or the name(s) of stores on the premises. ~~The main panel of the sign, which names and gives general information about the~~

~~shopping center shall not exceed twenty four (24) square feet in area. In addition, each store or shop in the shopping center may display a single sign, attached to the shopping center sign, identifying the name of the store or shop and services it provides. Such store or shop sign shall not exceed six (6) square feet in area.~~ shopping centers shall not have individual freestanding signs for each tenant, but instead shall have one common freestanding sign identifying the shopping center and the tenants therein. The overall size of the freestanding shopping center sign shall not exceed sixty (60) sq. ft. The shopping center freestanding sign may include a place name for the shopping center located at the top of the sign not to exceed twelve (12) sq. ft. in area and shall include tenant identification not to exceed forty-eight (48) sq. ft. in area. No one tenant's sign content shall exceed twenty-four (24) sq. ft. of the shopping center sign's area and shall not be less than six (6) sq. ft. unless the space demands on the sign requires it. The tenant area of the shopping center sign may either be utilized by identifying the name of the tenant's premises (such as Smith's Pet Shop) or by categorically identifying what the tenant's use is (such as bakery or florist). Additional signage shall be permitted on the interior of such shopping centers to provide building identification and serve on-site pedestrian and vehicular movements provided that each individual sign has a maximum size of sixteen (16) square feet and is set back a minimum of 20 feet from all property lines.

C-3-C



**TO: Mayor Hughes and Hampden Town Council**  
**FROM: Robert Osborne, Town Planner**  
**SUBJECT: Draft Zoning Ordinance Text Amendment, Bed and Breakfasts and Child Care Center in the Residential B District**  
**DATE: July 11, 2013**

At the June 17, 2013 Town Council meeting the Bed and Breakfast item was referred to the Hampden Planning Board for public hearing, review and recommendation

This amendment was prompted by a request.

The Town of Hampden has also received a request to consider Child Care Center as a contemplated use in the district as well. The item was advertised for both uses as conditional uses.

The Planning Board held a public hearing on this item. Jennifer Dysart spoke in favor of the child care center language and David Spang spoke in favor of the bed and breakfast language. No one spoke against the amendment.

The Planning Board voted to in favor of a motion to recommend "ought-to-pass" in favor of both amendments.

Child Care Centers allow more four or more children in daycare and does not require that the building be a residence.

**TOWN OF HAMPDEN**  
**Draft**

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

Deletions are ~~Strikethrough~~ Additions Double Underlined

**3.8. Residential B District**

**3.8.1. Purpose** - These areas are designated for a mixture of residential uses: single family, multi-family, and mobile home parks, developed as either individual lots, conventional subdivisions or cluster subdivisions. In addition, the RB District shall allow certain low impact nonresidential uses.

**3.8.2. Deleted** - (Amended 12-05-05, Effective 01-04-06 )

**3.8.3. Permitted Uses (Subject to Site Plan Review where applicable)** - Single family dwellings, certified manufactured homes, home day care (subject to *Article 4.19*), accessory uses and structures; non commercial parks or playgrounds, essential service, congregate care facility, public schools, multi-family structures, multi-family attached structures, elderly housing, mobile home parks (subject to *Article 4.13.3*) home occupation (subject to *Article 4.10*),. (Amended: 8-22-94, 1-21-97) ( 03-21-05)

**3.8.4. Conditional Uses (Subject to Site Plan Review)** - Day care facility (subject to *Article 4.19*), churches, non-profit schools, funeral homes, community buildings, community facilities, nursing homes, bed and breakfast, child care center, institutional buildings in excess of 35 feet in height, buildings necessary for essential services, animals other than usual pets provided the premises consists of at least 2.5 acres, and animals shall be kept a minimum of fifty (50) feet from any property line. (Amended: 8-22-94) (Amended: 12-04-01) ( 03-21-05) (Amended: 08-11-2008)

**3.8.5. Lot Dimensions**

	Public Sewer & Water	On-Site Waste Disposal
Minimum Lot Area	- 16,500 sq. ft.	- 25,000 sq. ft.
Minimum Road Frontage	- 100 feet	- 125 feet
Minimum Setbacks:		
Street Yard	- 25 feet	- 30 feet
Other Yards	- 20 feet*	- 30 feet
Maximum Ground Coverage	- 25 percent	- 25 percent
Maximum Building Height	- 35 feet	- 35 feet

(Amended 12-05-05, Effective 01-04-06 )

\*Any lawfully existing lot of record situated in a Residential B District containing road frontage of 100' or less as of July 3, 1991 which is served by public sewer may be developed for single family dwellings and accessory structures with minimum side yards of not less than 10' each. Any such lots containing between 100' and 120' of road frontage may be developed for single family dwellings and accessory structures with minimum side yards of 10' each, plus .5' per side yard for each foot of road frontage in excess of 100'. (Amended 7-6-92)

Notwithstanding the above requirements, accessory structures which are not attached to a principal building may be located on a lot in accordance with the following:

Accessory Structures Ground Floor Area		Up to 250 Square Feet
Maximum Height	-	16 feet
Minimum Other Yard	-	5 feet

Once located in accordance with the foregoing requirements, said accessory structures shall not be attached to a principal building unless said structures are in compliance with the Other Yard requirement of the District. *(Amended: 10-3-94)*

### **3.8.6. Special District Regulations**

1. No multi-family structures, cluster developments, and group developments in the RB District shall be established without public sewer and water service. Notwithstanding this regulation a single multifamily structure may be established with public water only
2. A single multi-family structure of up to six units may be located in areas with public water only provided that an additional 10,000 sq. ft. of lot area is provided for each dwelling unit over the base lot area requirement. Adequate area must be provided for an approved on-site waste disposal design and for an approved replacement on-site waste disposal system design.
3. Any combination of multi-family structures shall be allowed provided the maximum gross density does not exceed five (5) units per acre, nor shall any structure contain more than ten (10) units.
4. For multi-family structures in excess of four (4) units, the required yards shall be increased by two (2') feet per unit over four (4).
5. For churches, schools, funeral homes, community buildings, nursing homes and congregate care facilities, which abut an existing residential use or district shall increase the required other yard(s) setback by fifty 50% along the applicable property line(s). *(Amended: 1-16-96)*
6. Nursing homes shall not exceed a density of twenty-five (25) beds per acre.
7. No churches, schools, funeral homes, or community buildings shall be established unless it has public sewer and water service and access from, and frontage on an arterial street. *(Amended 12-05-05, Effective 01-04-06 )*
8. Notwithstanding the maximum building height regulation herein building height for institutional uses may be up to 60 feet maximum height under the following condition: Buildings in excess of 35 feet in height shall provide additional setbacks on all yards as herein stipulated: Subtract 35 feet from the proposed building height and add that difference to each base yard setback requirement. *(Amended: 08-11-2008)*

**EXAMPLE:** A 60 foot tall building is proposed. By subtracting the base district building height from the proposed height the following is the result  $60 - 35 = 25$ . *(Amended: 08-11-2008)*

	Minimum Setbacks: Modified Setback	
Street Yard	- 25 feet	50 feet
Other Yard	- 20 feet	45 feet

9. *Infill Uses of Existing Community Buildings.* Community buildings of which portions are occupied by qualified community educational, fraternal, cultural and recreational activities such as an auditorium, library, historical building, lodge, indoor swimming, performing arts, etc. may also infill their vacant space with low traffic uses such as a single residential apartment unit, business or professional office, a single storage space consisting of records management and other similar uses as determined by the Code Enforcement Officer. Nonresidential infill uses may not be open between the hours of 9:00 pm and 8:00 am, except for special events upon a prior determination by the Code Enforcement Officer that the proposed event will not be unreasonably disruptive to other occupied buildings in the vicinity. The Planning Board review of the infill use must determine that the existing site development can either function properly with no changes or the Planning Board must be provided with a revised site plan that details the changes to the building and site development that will function properly and with minimal disruption to the neighborhood and limited modifications to the existing site development and building. Existing community buildings are not required to satisfy the area and yard requirements of Article 3.8.6.5. to utilize the provisions of Article 3.8.6.9. *Amended: 10-29-2012.*
10. *Bed and Breakfast and Child Care Center.* Bed and breakfast and child care center use shall be limited to the re-use of existing buildings in the Residential B District however alterations and expansions are contemplated in the reuse of such existing buildings.



Denise Hodsdon <clerk@hampdenmaine.gov>

**Fwd: Board of Directors**

1 message

*C-4-a*

**Susan Lessard** <manager@hampdenmaine.gov>  
To: Denise <clerk@hampdenmaine.gov>

Tue, Jul 9, 2013 at 10:21 AM

Another one is resigning. We need to put this on the council agenda for July 15th. Maybe we can pick one of the two that did not get selected before.  
Sue

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

From: **Becky Chase** <bchase@tds.net>  
Date: Tue, Jul 9, 2013 at 10:18 AM  
Subject: RE: Board of Directors  
To: Susan Lessard <manager@hampdenmaine.gov>

Dana Skinner is moving out of the area and I apologize, it is July 18 and this is the day that he will be turning in his resignation. - *Term expires on 12/31/2016.*

Becky Chase  
Office Manager  
Hampden Water District  
Ph: 207-862-3490  
Fax: 207-862-3595  
E-mail: bchase@tds.net

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**From:** Susan Lessard [mailto:manager@hampdenmaine.gov]  
**Sent:** Tuesday, July 09, 2013 10:03 AM  
**To:** Becky Chase  
**Subject:** Re: Board of Directors

Hi Becky-  
Who is resigning now? Did you mean July 18th not June 18th? I will put it on the Council agenda for Monday night.

Sue

On Tue, Jul 9, 2013 at 10:01 AM, Becky Chase <bchase@tds.net> wrote:

Good morning Sue,

We have another board member who is resigning as of the next board meeting, June 18. This was kind of short notice for us. John wondered if you would be able to call the other people you interviewed for the board and interview them again for this position? It would save a lot of time if we could do it this way.

Becky Chase

Office Manager

Hampden Water District

Ph: 207-862-3490

Fax: 207-862-3595

E-mail: bchase@tds.net

C-4-b

Printed On : 07/08/2013 10:19:59 AM ( Sales Rep:RG )

**Hamlin's Marina, Hampden**  
100 MARINA RD  
HAMPDEN, ME 04444

Status : **Processed** Invoice # **1978**  
Type : **Service** Date : **07/08/2013**  
Contact ID : **8008**

207-907-4385

**TOWN OF HAMPDEN**  
  
106 WESTERN AVE  
HAMPDEN, Maine 04444  
UNITED STATES  
207-862-3034-Home

**Job Title : REPAIR TOWN FLOAT -**

Item Number	Description	Qty Req	Qty Del	Item Price	Ext. Price
PT LUMBER	PRESSURE TREATED LUMBER /BILLET	1	1	\$725.99	\$725.99
				Shop Materials : \$25.00 + Labor : \$1,602.00 =	\$1,627.00
					Job Total \$2,352.99

**Service Required**  
ROTTED WOOD BROKE AWAY WHEN MOVING DOCK FROM LAND TO WATER.

ACCT. NO. Marina Service

**Service Performed**  
FLIPED DAMAGED DOCK UPSIDE DOWN AND REPLACED WOOD AND FOAM.

**DEPARTMENT HEAD SIGNATURE**  
DATE \_\_\_\_\_

Total Parts Requested : 1 Total Parts Delivered : 1

**Disclaimer**

I hereby authorize this repair work to be done along with the necessary material. I hereby agree you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts. I hereby grant you or your employees permission to operate the vehicle described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanics lien is acknowledged on vehicle to secure the amount of repairs. I further agree to pay all costs of collection including attorney fees should this amount become delinquent.

X \_\_\_\_\_

**RECEIVED**  
JUL 09 2013

BY: \_\_\_\_\_

Other Charges		
Shop Materials	+	\$25.00
Labor	+	\$1,602.00
Items Total	+	\$725.99
Total Other Charges=		\$2,352.99

Totals		
Taxable Items	+	\$750.99
Non-Taxable Items	+	\$1,602.00
Tax	+	\$37.55
*** Invoice Total	=	\$2,390.54
Amount Paid	-	\$0.00
*** Transaction Total	=	\$2,390.54
<b>Balance Due</b>	=	<b>\$2,390.54</b>

**Payment Details**

Date	Payment	Amount
07/08/2013	AR	\$2,390.54

Signature \_\_\_\_\_