

C-3-b

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Denise Hodsdon <

**Re: Hamden academy**

Rip Patten <rpatten@crederellc.com>

Wed, May 30, 2012 at 12:24 PM

To: Dean Bennett <economicdevelopment@hampdenmaine.gov>

Cc: Denise Hodsdon <clerk@hampdenmaine.gov>

Attached is our proposal. There are several tasks that need to be completed so it does add up quickly. Please let me know if you have any comments or questions.

Thanks

Rip Patten, PE, LSP, LEED-AP

Vice President

**Creder Associates, LLC**

776 Main Street

Westbrook, Maine 04092

(207) 828-1272 ext. 35 (phone)

(207) 887-1051 (fax)

(207) 730-1039 (cell)

www.crederellc.com (web)

rpatten@crederellc.com (e-mail)

**From:** Dean Bennett [mailto:economicdevelopment@hampdenmaine.gov]

**Sent:** Tuesday, May 29, 2012 8:57 AM

**To:** Rip Patten

**Cc:** Denise Hodsdon

**Subject:** Re: Hamden academy

Excellent!

I will be out for the rest of the week as I am about to be a Grandfather for the first time. So I will be with my son in Portland. If you would be sure to email Denise as requested, it would avoid any glitches in my absence.

Thank You,  
Dean

On Tue, May 29, 2012 at 8:35 AM, Rip Patten <rpatten@crederellc.com> wrote:

OK. I will be there and get you our proposal tomorrow by noon.

Thanks

Rip Patten, PE, LSP, LEED-AP

Vice President

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**From:** Dean Bennett [mailto:economicdevelopment@hampdenmaine.gov]

**Sent:** Tuesday, May 29, 2012 8:35 AM

**To:** Rip Patten

**Cc:** Denise Hodsdon

**Subject:** Re: Hamden academy

Rip,

Good Morning.

I am writing to confirm your attendance at the Town Council Meeting @ 7:00pm, Monday June 4th. The Council is anticipating hearing from you in two regards.

1. **Overview of Results of Phase One.** ( I will provide them with Executive Summary and Conclusions)
2. **Presentation of Phase Two Proposal.** (Please copy the Phase Two Proposal to myself and Denise our Town Clerk)

Denise Email: clerk@hampdenmaine.gov

**Note: As I mentioned last week, we must have the proposal prior to noon tomorrow in order to make the Council packets.**

Thank You!!  
Dean

On Mon, May 21, 2012 at 7:40 AM, Rip Patten <rpatten@crederellc.com> wrote:

Sounds good. See you at 10. 730-1039.

Rip

*Sent from my Verizon Wireless Phone*

-----Original message-----

**From:** Dean Bennett <economicdevelopment@hampdenmaine.gov>  
**To:** Rip Patten <rpatten@crederellc.com>  
**Sent:** Mon, May 21, 2012 11:38:20 GMT+00:00  
**Subject:** Re: Hamden academy

Rip,

I received the phase one report. I would like to discuss it with you on the 24th. I have a 9am meeting with the school district, and would anticipate being free about 10am. Can we plan on 10am at my office and if I am going to be delayed I can give you a call on cell? If so, I need your cell number.

Thanks,  
Dean

On Thu, May 17, 2012 at 9:07 PM, Rip Patten <rpatten@crederellc.com> wrote:

Hi Dean

I wanted to make sure you received the full phase I report.

I will also be up in your area next Thursday (5-24). Are you around in the AM for me to stop in? It would be good to make sure you understand the Phase I and you are on board with what we are proposing for the Phase II.

Let me know what time works best. 930 works best for me, but I can do any time 930 to 1130.

Take care.

Thanks

Rip Patten, PE, LSP, LEED-AP

Vice President

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rpatten@crederellc.com (e-mail)

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Dean L. Bennett  
Director of Community and Economic Development  
106 Western Avenue  
Hampden, Maine 04444  
207-862-3034

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**Credere Proposal Hampden Academy Ph II 05-30-12.pdf**  
478K



# CREDERE ASSOCIATES, LLC

776 Main Street  
Westbrook, Maine 04092  
Phone: 207-828-1272  
Fax: 207-887-1051

May 30, 2012  
P1-12-08

Mr. Dean Bennett  
Director of Community and Economic Development  
Town of Hampden  
106 Western Avenue  
Hampden, Maine 04444

*Via E-mail: economicdevelopment@hampdenmaine.gov*

**Subject: Proposal to Conduct Phase II Environmental Site Assessment  
Hampden Academy, 1 Main Road North, Hampden, Maine**

Dear Mr. Bennett:

Credere Associates, LLC (Credere) is pleased to submit this proposal to conduct a Phase II Environmental Site Assessment (ESA) for the Hampden Academy Site, which is located at 1 Main Road North in Hampden, Maine (the Site). The Site is improved with eleven permanent buildings, some with construction dates back to 1843. The Site contains 23 acres of land abutting the Penobscot River and is currently used as a high school. It is our understanding the Town of Hampden has a purchase and sale agreement to acquire the Site from MSAD 22.

A Phase I ESA report was completed by Credere for the Site dated May 15, 2012. This report was completed in accordance with the ASTM International (ASTM) Standard Practice E 1527-05 and the Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI); Final Rule (40 CFR Part 312) for Phase I ESAs.

Five (5) recognized environmental conditions (RECs) and three (3) non-scope considerations (NCs) were identified during this Phase I ESA. The RECs are associated with onsite and offsite underground storage tanks, sanitary septic systems, floor drains in the furnace rooms, and discarded automobiles and building debris. The NCs are associated with asbestos, lead paint, polychlorinated biphenyls (PCBs), and universal and hazardous wastes. Additional investigation is needed to confirm or dismiss these RECs and NCs, as discussed below.

## **Phase II Investigation Approach**

Based on the above, the following Phase II ESA activities are proposed to confirm or dismiss each REC/NC.

### **Environmental Concern**

REC-1: Former use of USTs 3, 4 and 6

### **Approach for Confirming or Dismissing Concern**

Install two soil borings adjacent to the location of UST-3 and 6 (same location) and UST-4 which have all been abandoned in place at the Site. One soil sample will be collected from each boring, and analyzed each sample for extractable petroleum

	hydrocarbons (EPH).
REC-2: Former use of upgradient offsite USTs	Install two soil borings in upgradient portions of the property, collect one in-situ groundwater sample from each boring, and analyze each sample for EPH.
REC-3: Two onsite septic systems	Install two soil borings downgradient of each septic system, collect one soil and one groundwater sample from each boring and analyze each sample for volatile organic compounds (VOCs), RCRA 8 metals, and EPH.
REC-4: Presence of floor drains	Conduct additional research and dye testing of the floor drains to confirm floor drain discharge locations.
REC-5: Discarded automobile, gas tank and building debris	Collect three grab samples of surface soils from areas of observed solid waste. Analyze the gas tank sample for volatile petroleum hydrocarbons (VPH), the discarded automobile sample for VOCs, and EPH, and the building debris sample for VOCs, EPH, and RCRA 8 metals.
NC-1: Asbestos	Conduct asbestos survey, including roofing and other inaccessible materials that were not assessed as part of the previous AHERA asbestos survey. We assume up to 140 asbestos samples will be collected for independent lab analysis.
NC-2: Lead based paint and PCBs	Conduct lead based paint screening of accessible areas using an x-ray fluorescence (XRF) meter. In addition, up to 30 suspect PCB containing building materials samples will be collected and analyzed for PCBs.
NC-3: Universal and Hazardous Waste Survey	This task should be completed after the building has been vacated. Therefore it is not included in this scope of work.
Additional Task: Inspection of AST-7	During completion of the above scope, Credere will inspect AST-7 which could not be assessed during our Phase I ESA site visit due to access issues.

### **Scope of Work**

Please note that the tasks described below can be authorized individually by the Town of Hampden. Though the proposed scope of work is required to dismiss the RECs and NCs identified during the previous Phase I ESA, certain components can be excluded at your request to best meet the goals of the development.

- Task 1. **Premark for Dig Safe/Project Coordination:** Prior to executing any subsurface field investigations, the Site will be marked for Dig Safe clearance. ***We have assumed that the Town of Hampden will mark the Site the Dig Safe clearance;*** however, Credere will notify Dig Safe and other appropriate agencies. In addition, Credere will coordinate the execution of the project with the driller, analytical labs and internal Credere employees.
- Task 2. **Soil and Groundwater Sampling:** Credere will contract with a Geoprobe driller and oversee the advancement of up to six deep soil borings and the collection and independent laboratory analysis of soil and groundwater samples as described above.



- Task 3. Confirm Floor Drains/Inspect AST-7: Credere will conduct additional research regarding the discharge location of the floor drains. If additional research does not confirm the discharge location, then dye testing of each floor drain will be conducted. If it is determined that the floor drains discharge to separate dry wells, then additional investigation will be warranted to confirm or dismiss environmental impacts of petroleum and/or hazardous materials that may have been discharged through these floor drains (not in this scope of work). In addition, AST-7 will be inspected for visual/surficial evidence of a release.
- Task 4. Asbestos Survey: Credere will coordinate and oversee the survey of the Site building for asbestos containing materials by a Maine DEP-licensed asbestos inspector to supplement the existing AHERA asbestos survey. The proposed scope includes the collection of an estimated 140 samples, which is consistent with the age, size, and configuration of the Site buildings. However, the actual number of samples will be determined at the time of sample collection. The cost of the survey is based on the labor and equipment for one 8-hour day using two licensed asbestos inspectors. ***We assume that the Town of Hampden will provide a lift truck for our inspector to access and sample the roofing materials.***
- Task 5. Asbestos Analysis: Credere will contract the independent laboratory analysis of the collected asbestos samples. The cost for this task is based on the analysis of 140 samples, which is a conservative but appropriate estimate for the Site. If greater than 140 samples are required, the Town of Hampden will be notified prior to sample collection. Final asbestos analytical costs will be billed on a per sample basis.
- Please also note that the cost for this task has been influenced by several new regulatory requirements that were promulgated on April 3, 2011, in Maine DEP Chapter 425: Asbestos Management Regulations. These changes mandate that all samples reported with an asbestos content of less than 10% using the standard methods must go through additional more costly analysis, unless that sample is assumed to be positive. In addition, samples of non-friable organically bound materials (NOB), including but not limited to floor tiles, asphalt shingles, caulking, glazing, mastics, coatings, sealants, adhesives and glues must now be analyzed using the PLM NOB-EPA 600/R-93/116 with gravimetric preparation method, which adds additional cost. Every effort will be made to minimize analytical costs within the constraints of the regulatory requirements.
- Task 6. Lead-Based Paint Determination: Credere will conduct a lead paint determination to define if and where lead paint is located in and on the Site buildings, and to assess the condition of the paint. The lead paint determination will be conducted by a Maine DEP-certified Lead Inspector and may be used to properly define appropriate work practices during abatement and/or renovation.
- Task 7. PCBs in Building Materials Survey: Credere will survey the Site building and conduct the collection and independent laboratory analysis of up to 30 samples of potential PCB bulk product waste. Based on the age and prior use of the Site, as well as previous experience at analogous facilities, there is a potential that certain building materials may constitute a PCB bulk product waste and therefore be regulated for disposal under 40 CFR 761.62. Credere will exclude the areas of the Site that were constructed following the 1978 ban on the distribution of PCBs in commerce.
- Task 8. Reporting Soil & Groundwater Sampling: Credere will prepare a Phase II ESA report detailing the results, findings, conclusions and recommendations of the above Tasks 1 and 2. This report will be delivered in PDF electronic format.
- Task 9. Reporting Hazardous Building Materials: Credere will prepare a Hazardous Building Materials report detailing the results, findings, conclusions and recommendations of the above Tasks 3, 4, 5, 6, and 7. This report will be delivered in PDF electronic format.



The estimated costs required to complete the above tasks are summarized below in **Table 1.**

<b>Table 1. Scope of Work and Cost Summary for Phase II Environmental Site Assessment</b>	
<b>Task</b>	<b>Cost</b>
Task 1 – Premark for Dig Safe / Project Coordination	\$1,500
Task 2 – Soil and Groundwater Sampling	
– Labor and Materials	\$2,800
– Drilling (One Day)	\$3,300
– UST Soil Samples	\$350
– Upgradient UST Samples	\$700
– Septic System Samples	\$1,400
– Surficial Soil Samples	\$700
Task 2 – TOTAL	\$9,250
Task 3 – Floor Drain Investigation – Labor & Materials	\$800
Task 4 – Asbestos Survey – Labor & Materials	\$2,500
Task 5 – Asbestos Analysis (140 samples at an average cost of \$45 each)	\$6,300
Task 6 – Lead-Based Paint Determination	\$2,500
Task 7 – PCBs in Building Materials Survey – Labor + 30 Samples x \$150/sample	\$6,300
Task 8 – Reporting – Drilling and Sampling	\$3,000
Task 9 – Reporting – Asbestos, Lead and PCBs	\$3,500
<b>Total</b>	<b>\$35,650</b>

**Estimated Schedule**

Following receipt of notice to proceed, Credere will complete the above scope of work within 60 days. Please contact us if further delivery time reductions are needed.

The above scope of work will be billed on a time and materials basis in accordance with Credere’s 2012 standard labor rates. All work will be completed in accordance with the previously executed General Provisions included in the Phase I ESA proposal dated March 23, 2012. Additional tasks completed outside of the proposed scope of work will be billed on a time and materials basis. Credere will notify the Town of Hampden if a requested task falls outside of the original scope of work prior to completing the task.

Your signature below constitutes approval of the above scope of work and cost summary. Following the receipt of a signed proposal, Credere will contact you to schedule performance of the proposed scope.



We look forward to working with you on this project. Please contact the undersigned at any time with questions or to further discuss the proposed scope.

Sincerely,  
**CREDERE ASSOCIATES, LLC**

  
Robert I. Patten, PE  
Vice President

**ACCEPTED:**

\_\_\_\_\_  
**Dean Bennett, Town of Hampden**

\_\_\_\_\_  
**Date**



C-3-C

**PURCHASE AND SALE AGREEMENT**

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

**and**

**TOWN OF HAMPDEN, MAINE, Buyer**

Property: That certain parcel of land and the improvements thereon known as 1 Main Road North, Hampden, Maine, conveyed to Seller [in that Deed \_\_\_\_\_ **OPEN**]

## PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

2. Consideration; Deposit.

(a) The consideration for the Property ("Consideration") is (i) Eighty Six Thousand Dollars (\$86,000); (ii) the conveyance from Buyer to Seller of that certain parcel of land and improvements thereon, if any, described in that certain deed recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263 (excepting and reserving therefrom the parcel of land conveyed by Buyer to The Cushing Family Corporation by deed dated December 19, 2005, recorded in said Registry of Deeds in Book 10254, Page 9), (the "Town Parcel"), the condition of title to which shall be acceptable to Seller in Seller's sole discretion; and (iii) delivery from Buyer to Seller of a promissory note (the "Note") in the form attached hereto as Exhibit "C." The parties acknowledge and agree that the Town Parcel shall be conveyed subject

to a sanitary sewer easement to be retained by Buyer. The Consideration is payable by Buyer as follows:

(i) Twenty Thousand Dollars (\$20,000), subject to the adjustments and prorations described in this Agreement, shall be paid at Closing (as defined in Section 3 below) to an account designated by Seller, by wire transfer of immediately available federal funds or Town check;

(ii) the conveyance at Closing from Buyer to Seller of good and marketable title to the Town Parcel; and,

(iii) delivery of the Note from Buyer to Seller at Closing.

3. Closing. The closing of the conveyance of the Property pursuant to this Agreement ("Closing") shall be held at 10:00 A.M. prevailing local time on August 31, 2012 ("Closing Date"). Closing shall occur in Hampden, Maine at such specific location as determined by Seller. The Closing Date may be extended if Buyer is pursuing its Due Diligence in good faith.

4. Condition of Title.

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

(b) Within the ten (10) business days next following the execution of this Agreement, Buyer (i) may, at Buyer's expense, order a title search and/or commitment for title insurance from the title abstractor or title company of Buyer's choice (the "Title Company"), and (ii) may, at Buyer's expense, hire a professional registered land surveyor to perform a survey of the Property. Buyer shall deliver to Seller copies of the title search report or title commitment (and all documents referenced therein), as well as the survey if Buyer elects to obtain one. Buyer shall, within the fifteen (15) days next following Buyer's receipt of the title search report or title commitment (including all documents referenced therein), deliver to Seller a written statement of Buyer's objections to title, if any. Any matters shown on the title search report or title commitment that are not objected to by Buyer shall be "Permitted Encumbrances." In the event Buyer identifies objections to title or survey, Seller shall have five (5) days after receipt of Buyer's written statement of objections to cure or satisfy such objections, and to furnish evidence satisfactory to Buyer and the Title Company that all such items have been cured or satisfied or that arrangements have been made with the Title Company and any parties in interest to cure or eliminate the same at or prior to Closing. If Seller does not or cannot cure or satisfy such objections within said five (5) day period, Buyer shall have the options set forth in paragraph (c) below.

(c) If title to the Property cannot be conveyed to Buyer in accordance with the requirements of this Agreement, then Buyer shall have the option of (i) applying all or a portion of the Purchase Price to pay any liens of ascertainable amount against the Property at the time of

Closing, taking such title as Seller can convey and waiving the unfulfilled conditions, if any, or (ii) if a title objection relates to a material defect in title, terminating this Agreement, in which event neither party shall have any further liabilities or obligations hereunder. For the avoidance of doubt, Seller shall have no obligation to cure any Buyer title objection.

5. Portable Classroom Structures. Prior to Closing, Seller shall cause the portable classroom structures located on the Property, and any improvements associated therewith, to be removed therefrom in a good and worker-like manner.

6. Condition of the Property.

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

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY RELEASES AND FOREVER DISCHARGES SELLER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR CLAIMS, LOSSES AND DEMANDS, INCLUDING THOSE ARISING FROM PERSONAL INJURY OR DEATH, AND ALL CONSEQUENCES THEREOF (INCLUDING ANY INTERRUPTION OR INTERFERENCE WITH ANY BUSINESS OR ACTIVITIES BEING CONDUCTED ON THE PROPERTY AND ANY LOSS OF OPPORTUNITY), WHETHER NOW KNOWN OR NOT, WHICH MAY ARISE FROM (1) ANY LATENT OR PATENT DEFECTS, ANY HIDDEN OR CONCEALED CONDITIONS, OR ANY SUBSOIL, GROUNDWATER OR GEOLOGICAL CONDITIONS, (2) THE CONDITION, STRUCTURAL INTEGRITY, OPERABILITY, MAINTENANCE OR REPAIR OF ANY BUILDINGS, EQUIPMENT, FURNITURE, FURNISHINGS OR IMPROVEMENTS, (3) THE PRESENCE OF ANY HAZARDOUS MATERIALS OR SUBSTANCES, (4) THE COMPLIANCE OF THE PROPERTY WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION OF ANY GOVERNMENTAL ENTITY, INCLUDING, WITHOUT LIMITATION, APPLICABLE ZONING ORDINANCES, BUILDING AND HEALTH CODES OR (5) ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTY. THIS RELEASE SHALL NOT RELEASE SELLER FROM CLAIMS RELATING TO FRAUD. PROVIDED, HOWEVER, THAT THE FOREGOING PROVISIONS SHALL NOT BE CONSTRUED AS AN

ASSUMPTION OF ANY LIABILITY OR RESPONSIBILITY BY BUYER FOR ANY CLAIMS, LOSSES OR DEMANDS FOR WHICH THE CAUSE OF ACTION ACCRUED DURING SELLER'S OWNERSHIP OR OCCUPANCY OF THE PROPERTY. FURTHERMORE, THIS RELEASE DOES NOT RELEASE SELLER FROM ANY ACTION FOR CONTRIBUTION OR INDEMNIFICATION SHOULD ANY CLAIM BE MADE BY A THIRD PARTY AGAINST BUYER, AND BUYER HAS REASON TO BELIEVE THAT THE SELLER HAS OR HAD A LEGAL RESPONSIBILITY OR OBLIGATION TO THE THIRD PARTY RELATIVE TO THE CLAIM.

(c) The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

7. Inspections and Documentation.

(a) Buyer and its officers, officials, employees, architects, contractors, engineers, inspectors, agents and other representatives shall have access to and permission to enter the Property from and after the date hereof and continuing through the Closing Date (the "Due Diligence Period") at all reasonable times upon reasonable prior notice to Seller (provided that Seller's operations on the Property are not disturbed), to perform such surveys, plans, tests, studies, inspections, reviews, evaluations and examinations as Buyer may desire. Without limiting the generality of the foregoing provisions, the parties acknowledge and agree that Buyer may undertake a so-called Phase I and Phase II environmental assessment of the Property. In the event that the Phase I and/or Phase II environmental assessments are unsatisfactory to Buyer, Buyer shall have the option, in its sole discretion, of terminating this Agreement, in which event neither party shall have any further liabilities or obligations hereunder. The Property shall be restored by Buyer, at Buyer's sole cost and expense and as near as practicable, to its condition prior to Buyer's entry, reasonable wear and tear excepted.

(b) Within 10 days after the date hereof, Seller shall, if it has not already done so, provide Buyer with copies of all existing surveys, plans, tests, studies, inspection reports, maintenance records, evaluations, examination reports, notices of violation from any governmental authority, or other materials relating to the Property, regardless of whether said materials are in the possession of Seller or an employee, architect, engineer, contractor, consultant or other agent or representative of Seller.

8. Maintenance and Security of Property. Seller shall be responsible for maintaining the Property in its current condition, reasonable wear and tear excepted, and for securing the same, through the Closing Date. Seller shall not make any modifications or alterations to the Improvements, and shall not remove any of the property referred to in Section 1 (c) and (d) from the Property.

9. Closing Documents.

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

(i) a fully executed and acknowledged Quitclaim Deed With  
Covenant;

(ii) all documents reasonably required by the Title Company such as an owner's affidavit including a statement that all estate taxes have been paid, settled, and cleared, which are reasonably necessary in order for said title company to issue an ALTA form owner's title insurance policy to Buyer;

(iii) a bill of sale conveying the Personal Property; and,

(iv) any and all other documents customarily delivered by a seller in connection with similar transactions in Maine, and reasonably requested by Buyer,

At Closing, Buyer shall execute and deliver to Seller:

(i) The Consideration; and,

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

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

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

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

13. Easements. [OPEN – NEED TO SPECIFY] Seller shall grant Buyer at Closing any and all sanitary sewer easements reasonably required by Buyer, in a form reasonably acceptable to Seller, over and under the land of Seller described in a deed recorded in the Penobscot County Registry of Deeds in Book 5059, Page 22.

14. Insurance and Damage or Destruction. During the term of this Agreement and any extension thereof, Seller shall continue to insure the Property against loss or damage by fire or other causes covered by the standard form of fire insurance with extended coverage. Within 10 days of the execution of this Agreement, Seller shall provide Buyer with a certificate of insurance evidencing compliance with the foregoing requirement. If the Improvements on the Property are damaged or destroyed by fire or other casualty prior to the Closing, Buyer may elect to terminate this Agreement, in which event neither party shall have any further liabilities or obligations hereunder. In the alternative, Buyer may elect to proceed with the acquisition of the Property, in which event any insurance proceeds shall be allocated as follows:

(a) Any insurance proceeds attributable to the damage or destruction of the historic Hampden Academy Building, the building housing the mechanical support for the

Academy building (Wing #1), and the Skehan Center building shall be payable to, or assigned to, Buyer at Closing.

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

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

15. Assignability. Buyer may assign its rights or obligations under this Agreement upon the written consent of Seller, which shall not be unreasonably withheld. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of Seller and Buyer.

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

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

If to Buyer:

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

With a copy to:

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

If to Seller:

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

With a copy to:

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

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

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

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

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

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

23. Time of the Essence. Time is of the essence of this Agreement.

24. Remedies. In the case of Seller's failure to comply with any of its obligations under this Agreement, Buyer may terminate this Agreement or exercise any right or remedy available to Buyer under law or in equity. In the case of Buyer's failure to comply with any of its obligations under this Agreement, Seller may terminate this Agreement or exercise any right or remedy available to Seller under law or in equity.

25. Preservation. Buyer agrees to preserve in present or improved condition the Hampden Academy bronco statue on the Property and also to preserve the so-called "1843 building" located on the Property.

[SIGNATURES ON NEXT PAGE]

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

**BUYER:**

TOWN OF HAMPDEN

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

**SELLER:**

S.A.D. NO. 22

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

Exhibit A  
To  
Purchase and Sale Agreement

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

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

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

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

THIRD: A certain lot or parcel of land situated in Hampden, County of Penobscot, State of Maine, bounded and described as follows, viz: Beginning at a stone in the most southerly corner of that parcel of land conveyed to said Hampden Academy by Clara H. Young and Warren D.

Young by deed dated October 25, 1955 recorded in Penobscot County Registry of Deeds, December 1, 1955, Vol. 1511, Page 68; thence northeasterly along the southerly line of said parcel described in Vol. 1511, Page 68, two hundred forty-three and two tenths feet (243.2') along the line of a wall to a new bolt; thence diverging easterly  $47^{\circ} 44'$  along the line of a wall forty-six feet to a point; thence southwesterly parallel with the first described bound and thirty-three (33) feet southerly therefrom two hundred forty-three and two tenths feet (243.2') to a point; thence northwesterly in the extension of the southwesterly line of said Academy land forty-six feet (46') to the point of beginning. The above described parcel is a strip of land two (2) rods in width adjacent to the southerly line of the Hampden Academy parcel of land described in said Vol. 1511, Page 68.

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

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

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

ALSO CONVEYING: A certain lot or parcel of land located in Hampden, County of Penobscot, State of Maine, and being more particularly described as follows, viz: Beginning at the southeast corner of land conveyed to Hardy Associates, Inc. by Hannaford Bros. Co. by deed dated December 16, 1964, recorded in Penobscot County Registry of Deeds, Vol. 1982, Page 398 and

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

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

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

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

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

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

Subject to a Notice of Intention to Layout Sewer, recorded on March 3, 1983 in the Penobscot County Registry of Deeds in Book 3371, Page 76; an Order of Condemnation of Property Rights for Sewer, recorded on March 22, 1983 in the Penobscot County Registry of Deeds in Book 3376, Page 1; and to an easement from School Administrative District No. 22 to the Town of Hampden, recorded on March 30, 1983 in the Penobscot County Registry of Deeds in Book 3378, Page 7.

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

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

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

EXHIBIT B

LIST OF PERSONAL PROPERTY

Bleachers

Bronco statue

Basketball hoops

Scoreboards

    In gym

    On field

Cafeteria and kitchen equipment and associated property

At the request of the Town, the District will remove any personal property located on the Property that the Town does not wish to acquire.

**Exhibit C to Purchase and Sale Agreement****PROMISSORY NOTE  
(TERM NOTE)**

\$66,000

Hampden, Maine  
\_\_\_\_\_, 2012

FOR VALUE RECEIVED, the undersigned, the Town of Hampden, a Maine municipality with a place of business at 106 Western Avenue, Hampden, Maine ("Town") promises to pay to the order of Maine School Administrative District No. 22, a Maine school administrative district with a place of business at 106 Western Avenue, Hampden, Maine (together with its successors and assigns, "District"), the principal sum of Sixty Six Thousand Dollars (\$66,000.00). There shall be no interest on the principal balance. Town shall make two annual payments of principal in the amount of Thirty Three Thousand Dollars (\$33,000.00) each, the first on August 1, 2013 and the second on August 1, 2014.

Town may prepay this Note in full or in part.

All sums due hereunder shall be paid to District, as payee hereof at the address set forth in the first paragraph of this Note, or to such other parties or addresses as District may from time to time designate in writing to Town. This Note evidences a loan for business and commercial purposes, and not for personal, family or household purposes.

This Note constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Note and each and all of the provisions hereof cannot be altered, modified, amended, waived, extended, changed, discharged, or terminated orally or by any act of Town or District, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

No delay or omission on the part of District in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right of District or any modification of the terms and conditions of this Note shall be effective unless set forth in writing and signed by District. Further, no forbearance or waiver by District on one occasion shall be construed as a waiver of any right of District on any future occasion.

IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, TOWN AND DISTRICT WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF TOWN AND DISTRICT OR EITHER OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING.

No invalidity or unenforceability of any portion of this Note shall affect the validity or enforceability of the remaining portions hereof. This Note is intended to take effect as a sealed instrument, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by those laws of the State of Maine that are applicable to agreements that are negotiated, executed, delivered and performed solely in the State of Maine.

Town of Hampden, Maine

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

C-3-d

**TOWN OF HAMPDEN****ORDINANCE TO AUTHORIZE THE BORROWING OF FUNDS TO FINANCE THE PURCHASE OF THE HAMPDEN ACADEMY PROPERTY FROM MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22.****RECITALS**

- A. Maine School Administrative District No. 22 ("District") is constructing a new high school, and the existing Hampden Academy property located at 1 Main Road North in Hampden, Maine will become a "closed school" within the meaning of Title 20-A M.R.S. §4102(1) upon the cessation of educational activities thereon in the summer of 2012.
- B. Pursuant to the statute, District offered to sell the existing Hampden Academy property to the Town of Hampden ("Town"), and the parties have negotiated and executed a Purchase and Sale Agreement.
- C. Under the terms of the Agreement, part of the consideration for the property is the payment of \$86,000 by the Town to the District.
- D. Town has agreed to pay \$20,000 at the closing on the sale, and District has agreed to finance \$66,000, without interest, over two subsequent fiscal years of the Town, with the second and final installment due and payable by August 1, 2014.
- E. The financing arrangement is to be documented by a Promissory Note in the amount of \$66,000, which constitutes a borrowing of funds by the Town.

NOW, THEREFORE, The Town of Hampden hereby ordains as follows:

Section 1. That pursuant to Section 212(5) of the Town Charter and any other applicable authority under Maine law, the Town of Hampden is hereby authorized to borrow a principal amount not to exceed in the aggregate the sum of Sixty-six Thousand Dollars (\$66,000.00) from Maine School Administrative District No. 22, said amount to be payable over a period not to exceed three (3) years, at an interest rate of 0% per annum. The proceeds of the loan are to be used to finance the purchase of the so-called Hampden Academy property as described in deeds recorded in the Penobscot County Registry of Deeds in Book 2175, Page 428; Book 2606, Page 342; and Book 2656, Page 57 (the "Property").

Section 2. That the Town Treasurer is hereby authorized to execute such documents and do all things necessary or convenient in order to issue a Promissory Note in a form consistent with that attached hereto as Exhibit A.

Section 3. That the Treasurer is 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 purchase of the Property and associated equipment and personal property and the issuance of the Promissory Note, including approval and signing of the Promissory Note.

Section 4. Pursuant to Section 213(c) of the Town Charter, this Ordinance shall become effective at the expiration of 30 days after adoption by the Town Council.

**Exhibit A to Borrowing Ordinance****PROMISSORY NOTE  
(TERM NOTE)**

\$66,000

Hampden, Maine  
\_\_\_\_\_, 2012

FOR VALUE RECEIVED, the undersigned, the Town of Hampden, a Maine municipality with a place of business at 106 Western Avenue, Hampden, Maine ("Town") promises to pay to the order of Maine School Administrative District No. 22, a Maine school administrative district with a place of business at 106 Western Avenue, Hampden, Maine (together with its successors and assigns, "District"), the principal sum of Sixty Six Thousand Dollars (\$66,000.00). There shall be no interest on the principal balance. Town shall make two annual payments of principal in the amount of Thirty Three Thousand Dollars (\$33,000.00) each, the first on August 1, 2013 and the second on August 1, 2014.

Town may prepay this Note in full or in part.

All sums due hereunder shall be paid to District, as payee hereof at the address set forth in the first paragraph of this Note, or to such other parties or addresses as District may from time to time designate in writing to Town. This Note evidences a loan for business and commercial purposes, and not for personal, family or household purposes.

This Note constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. This Note and each and all of the provisions hereof cannot be altered, modified, amended, waived, extended, changed, discharged, or terminated orally or by any act of Town or District, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

No delay or omission on the part of District in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right of District or any modification of the terms and conditions of this Note shall be effective unless set forth in writing and signed by District. Further, no forbearance or waiver by District on one occasion shall be construed as a waiver of any right of District on any future occasion.

IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, TOWN AND DISTRICT WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF TOWN AND DISTRICT OR EITHER OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING.

No invalidity or unenforceability of any portion of this Note shall affect the validity or enforceability of the remaining portions hereof. This Note is intended to take effect as a sealed instrument, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by those laws of the State of Maine that are applicable to agreements that are negotiated, executed, delivered and performed solely in the State of Maine.

Town of Hampden, Maine

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

C-4-a

# **KAHBANG 2012**

# **CAMPSITE PROPOSAL**

# **HAMPDEN, ME**

**May 31, 2012**

**Prepared by:**

**Joshua Gass & Abbey Mahan**

**[JoshG@KahBang.com](mailto:JoshG@KahBang.com) / [Abbey@KahBang.com](mailto:Abbey@KahBang.com)**

**KahBang music | art | film Festival**

**555 Stillwater Ave**

**Bangor, ME 04401**

**p. 207-942-9207**

## PROJECT SUMMARY

### Project Description

This year the KahBang music | art | film Festival hopes to offer a campsite in Hampden for its attendees. Last year we were able to successfully run a campsite and host a small number of campers. Being able to provide a campsite for our attendees will allow KahBang to continue its growth into a national event. We realize that there are many concerns that must be addressed before we can move ahead with such an endeavor. Below is a list of the most important concerns we at KahBang have identified.

### Description of Campsite

- The campsite has a total of 762,500 square feet
  - Each campsite is 20' x 20' and will allow for one parked car and camping area
  - The design allows for roughly 470 campsites
  - The campsite is designed to hold a maximum of 1900 people\*
- \*This is below the amount necessary to apply *Maine State Mass Gathering Laws*

### Check-In/Check-Out Process

- Check- In on Thursday, August 9<sup>th</sup> starting @ 3:00 pm (to lessen the impact of traffic on the surrounding businesses)
- Check-Out by Sunday, August 12<sup>th</sup> by 4:00pm
- Total campsite footprint removed no later than Monday, August 13<sup>th</sup> @ 6:00pm
- Vehicles searches will be conducted to prevent contraband from entering the campsite (for complete list of contraband, please reference *Appendix A*)
- For check in procedure please reference *Appendix B*

### Sanitation

- One portable restroom per 50 campers. Each restroom will be cleaned once per day (please see item #5 in "*Camping Considerations*")
- Apprx. 35 portable toilets
- Recycling (plastic and paper – no glass is allowed on site)
- Portable shower trailer (TBD)
- Covered dumpsters and trash cans will be strategically placed around the campsite with a scheduled changeover.

### Security

- KahBang Camping Coordinators & staff
- 24 hour security detail (Please see item #6 in "*Camping Considerations*")
- Portable lighting
- Coordination with the Hampden Police and Fire Depts. (please see attached letter of support)
- Visible supervision
- Security at individual businesses in the park is available and will be coordinated with the requesting businesses

**Emergencies**

- Pre- determined emergency evacuation plan (please see *Appendix D*)
- Coordination with the Hampden Police and Fire Depts.
- In case of an emergency, the following steps would be taken to ensure the safety of campers and staff:
  - Camping coordinator is alerted to the emergency
  - Campsite staff proceeds immediately to emergency positions
  - 911 is notified
  - Chief of Public Safety Joseph Rogers is notified
  - Campsite staff directs campers to exits and away from potential threats
  - KahBang administrative staff is contacted in the following order:
    - Tim Lo-Executive Director
    - Joshua Gass-Creative Director
    - Dustin Levine-Production Director
    - Abbey Mahan-Production Manager

## PROJECT TIMELINE

### MAY

- TEMPORARY CAMPSITE PERMIT SUBMITTED
- PRELIM COORDINATION MEETINGS (FIRE, AMBULANCE, POLICE/SHERIFF)
- PRELIM MEETING FOR TRANSPORTATION (TOWN OF HAMPDEN)
- AGREEMENT WITH LAND OWNER (TOWN OF HAMPDEN)
- MAINE DOT CONTACTED AND APPRISED
- DOCUMENTS SUBMITTED FOR REVIEW
- PLANNING BOARD APPROVAL
- TICKETS ON SALE, CAMP SITE MEDIA ANNOUNCEMENT

---

- FIELD CUT #1
- INFRASTRUCTURE RESERVED (SHUTTLES/SANITATION/WATER/SECURITY)
- INFORMATIONAL DOCUMENT POSTED ONLINE/MAILED OUT TO ATTENDEES

### JUNE

- FIRST ATTENDANCE UPDATE

### JULY

- FIELD CUT #2

### AUGUST

- 1<sup>ST</sup> – OPERATIONAL REVIEW WITH PARTICIPATING PARTIES
- 2<sup>ND</sup> – SECURITY UPDATE / PRELIM MEETING
- 3<sup>RD</sup> – SECOND ATTENDANCE UPDATE
- 4<sup>TH</sup> – INFRASTRUCTURE ORDERING (ADDITIONAL IF REQUIRED)
- 6<sup>TH</sup> – CAMPSITE OPERATIONAL TIMELINE TAKES OVER (SEE BELOW)

## Campsite Operational Timeline

### Monday August 6<sup>th</sup>

- Fencing delivered and installed
- Security meeting and walk through

### Tuesday August 7<sup>th</sup>

- Campsite rules
- Individual campsites outlined
- Ops trailer/tents

### Wednesday, August 8<sup>th</sup>

- Tents established
- Portable Toilets
- Sanitation (trash, dumpster, recycling)
- Fire safety walk through (with Hampden Fire Dept.)

### Thursday, August 9<sup>th</sup>

- 9 AM – Camping production meeting with KahBang staff
- 10:30 AM - Intake/check-in staff briefing
- 3 PM - Registration opens
- 9 PM - Check in switches to security staff

### Friday, August 10<sup>th</sup>

- 1:15 AM – Security walkthrough of grounds
- 8 AM – Site review/briefing
- 9 AM – Registration volunteers arrive
- 10 AM - Sanitation (trash, toilets, recycling)
- 10 PM – Check in switches to security staff
- 11 PM – Security walkthrough at conclusion of performance

### Saturday, August 11<sup>th</sup>

- 1:15 AM – Security walkthrough of grounds
- 8 AM – site review/briefing
- 9 AM - Sanitation (trash, toilets, recycling)
- 10 AM – Registration volunteers arrive (light staff)
- 6 PM – Registration closes (no more check-in/admission)
- 11 PM – Security walkthrough at conclusion of performance

### Sunday, August 12<sup>th</sup>

- 1:15 AM – Security walkthrough of grounds
- 10 AM – site review/briefing
- 10 AM – closing procedure begins
- 2 PM – Published Campsite Closure time
- 3 PM – Campsite trash removal and cleaning
- 5 PM – Medical Tents / Infrastructure removed

### Monday, August 13<sup>th</sup>

- 10 AM – Fence pick up
- 10 AM – Sanitation Removal (trash, toilets, recycling)
- 6 PM – Full footprint removed

## Project Contact Information

**Timothy Lo**

Executive Director – KahBang  
p. 207.356.2222  
e. [Tim@KahBang.com](mailto:Tim@KahBang.com)

**Joshua Gass**

Creative Director-KahBang  
p. 818.749.8600  
e. [joshg@kahbang.com](mailto:joshg@kahbang.com)

**Abbey Mahan**

Festival Production Manager-KahBang  
p. 207.975.2625  
e. [abbey@kahbang.com](mailto:abbey@kahbang.com)

**Dean Bennett**

Community and Economic Development Director  
Town of Hampden  
p. 207.862.3034  
e. [economicdevelopment@hampdenmaine.gov](mailto:economicdevelopment@hampdenmaine.gov)

**Susan Lessard**

Town Manager – Hampden, ME  
p. 207.862.3034  
e. [manager@hampdenmaine.gov](mailto:manager@hampdenmaine.gov)

**Bruce Mattheson**

Maine Dept. of Transportation  
c. 207.462.0298  
o. 207.941.4500  
e. [Bruce.Mattson@maine.gov](mailto:Bruce.Mattson@maine.gov)

**Joe Hallett**

Deputy Sheriff – Penobscot County  
p. 207.945.4636

**Chief Joseph Rogers**

Director of Public Safety, Fire Chief  
Town of Hampden  
p. 207.862.4000  
e. [jlrogers@hampdenmaine.gov](mailto:jlrogers@hampdenmaine.gov)

**Robert Osborne**

Town Planner  
p. 207.862.6527  
e. [planner@hampdenmaine.gov](mailto:planner@hampdenmaine.gov)

**Richard Lyons**

School Superintendent – MSAD #22  
p. 207.862.3255 ext. 6000  
e. [rlyons@msad22.us](mailto:rlyons@msad22.us)

**Maurice Anderson**

Dept. of Health and Human Services – Maine  
p. 207.592.5468  
e. [Maurice.Anderson@maine.gov](mailto:Maurice.Anderson@maine.gov)

**Benjamin Johnson**

Hampden Code Enforcement Officer  
p. 207.862.4500  
e. [codeenforcement@hampdenmaine.gov](mailto:codeenforcement@hampdenmaine.gov)

**Denise Hodsdon**

Hampden Town Clerk  
p. 207.862.3034  
e. [clerk@hampdenmaine.gov](mailto:clerk@hampdenmaine.gov)

## Adjacent Businesses

Please note that all adjacent businesses have been contacted and invited to express any concerns that they might have regarding the proposal.

### **Homans Associates**

Steve Philips  
Branch Manager  
o. 207.945.6405  
c. 207.356.5655  
e. [sphilips@homans.com](mailto:sphilips@homans.com)

*\*Property is rented to Homans Associates, Renee O'Donnell (207.848.3391) is the landowner\**

### **Penske Truck Leasing**

Alex Reichert  
Branch Manager  
o. 207.883.4132  
c. 207.210.5839  
e. [Alexander.reichert@penske.com](mailto:Alexander.reichert@penske.com)

### **John W. Kennedy Company**

Kelly Coston  
Office & Purchasing Manager  
p. 888.667.0667  
e. [Kelly.coston@johnwkennedyco.com](mailto:Kelly.coston@johnwkennedyco.com)

### **U.S. Blades**

Willie Underhill  
Vice President  
o. 207.947.3304  
c. 207.852.8260  
e. [willieunderhill@usblades.net](mailto:willieunderhill@usblades.net)  
*\*Spoke with Paula\**

### **Clean Harbors Environmental Services**

Jeff Small  
General Manager  
o. 207.262.9504  
c. 207.252.0348  
e. [smallj@cleanharbors.com](mailto:smallj@cleanharbors.com)

### **Haverlock, Estey & Curran, LLC**

Steven D. Carr, CPA  
o. 207.945.5695  
c. 207.944.8010  
e. [scar@heccpa.com](mailto:scar@heccpa.com)  
*\*Spoke with Janet\**

### **Hampden Veterinary Clinic**

*\*Spoke to Shari on 5.22.2012\**

### **Wight's Sporting Goods**

*\*Spoke to sales associate on 5.22.2012, left card for Andy Nickerson\**

## Camping Considerations

1. **Campsite perimeter/layout:** Temporary fencing will be installed to control the flow at the entrance to the campsite. An emergency contact will be established with local officials so that they may be contacted in the event of an emergency. If the campsite must be evacuated, pre-established evacuation routes have been identified so that campers will be able to safely exit the festival grounds (See Map). The campsite will consist of lots 10 B-020, 10 B-021, 10 B-022, 10 B-025, 10 B-026, 10 B-027, 10 B-028, 10 B-029, 10 B-030, 10 B-031, 10 B-032.
2. **Medical Emergencies:** A first aid station will be located near the entrance of the campsite to deal with any non-life threatening emergencies that may arise. The layout of the campsite provides ease of access for medical vehicles. In addition to the first aid station, a 40ft wide ambulance lane will be marked as part of the central artery that leads from the entrance to the rear of the proposed campsite. This will provide ample access to the entire campground. We will have staff on hand who will be trained and equipped to provide basic first-aid, and free water will be provided to anyone suffering from symptoms of heat stroke, dehydration, and exposure. We will also be hiring EMT teams from the Hampden Fire Department to staff the first aid stations.
3. **Emergency Evacuation:** In the event the campsite should need to be evacuated, trained staff will be on site 24/7 to ensure that campers are safely guided out of the grounds to a pre-selected site where they will have access to emergency services. We will be coordinating with both the Hampden Police Department and the Hampden Fire Department to ensure that all emergency responders and KahBang staff are effectively coordinated. All occupants of campsite "A" would be escorted across the festival grounds, and would exit through the main gate onto Carey Circle or one of the other two emergency exits. (Please see *Appendix D*)
4. **Emergency Sheltering:** In the event of severe inclement weather, the campsites will need to be evacuated; a pre-selected location would be made available to shelter *all* campers. We will be coordinating with the Hampden Police Department and the Hampden Fire Department to select a suitable location. Ideally, campers would be able to walk to such a location, but transportation would be made available should it be necessary.
5. **Sanitation:** Clean bathrooms, shower facilities (pending), and garbage disposal are all logistical considerations the festival is prepared to implement. KahBang will ensure that all campers have clean bathrooms and places to dispose of their trash. Covered dumpsters will be ordered onsite to assist in recycling and aggregating trash removal. Provisions can be supplied from a number of suppliers, however we anticipate using Blow Brothers of Hermon, ME. There will be one portable restroom per 50 campers, which exceeds the state requirement of at least one portable restroom per 150 campers.
6. **Overnight Security:** KahBang will staff the campsites with camping supervisors who will be remaining on site 24 hours a day and sleeping at the campsites. Our staff will be reinforced with overnight security personnel to ensure extra safety. Their responsibilities will include:
  - Campsite activities
  - Crowd control
  - Noise control

- General supervision
- Coordination emergency services
- 1 security person per 100 individuals during peak hours (12am-4am)
- Additional security personnel available for ancillary functions (security at adjacent businesses and traffic safety)
- Rotating security patterns entailing the fenced perimeter, and constructive alley ways
- Please see Appendix C
- 1:15 AM full security sweep of campsite, followed by steady rotating security shifts

Although KahBang will not be responsible for the theft or loss of any personal items, our camping coordinators will be keeping an eye out for any suspicious activity and make sure no unauthorized access to the campsites is allowed. Additionally, KahBang will provide on site security for any of the adjacent businesses that wish to have it. The coordinators will be provided with emergency contacts for both the HPD and HFD, and will work openly with both departments to ensure the safety of the campers. Portable lighting will be used to ensure the campsites are properly illuminated. All evacuation routes will also be illuminated with in ground stake lights and portable light towers. We will also be hiring officers from the HPD to assist with security.

7. **Parking:** The number of campsites sold per campsite will depend on the number of parking spaces available to us. We will be encouraging car-pooling. The campsite accounts for parking within the campsite, with campers adjacent to their vehicles. Any offsite parking needs would be coordinated with adjacent businesses.
8. **Space:** Measures have been taken to ensure that each camper will have adequate personal space. The campsite has a total 762,500 square feet, and we have allotted 400 square feet per individual campsite. Based on this break down, we envision allowing no more than 470 individual campsites. Our goal is to provide campers with a comfortable environment that suits proposed site. By limiting the number of campsites available, we hope to be able to better manage the sites, have an easier job of keeping the site clean, increase demand for such a unique experience, and keep access ways open.
9. **Lighting:** Extra measures will be taken to ensure that each campsite is adequately illuminated. Portable lighting will be used to illuminate emergency evacuation routes and all entrances and exits. Portable tower lights will be used on site estimated 3-4 lights.
10. **Drinking Water:** Drinking water will be available to purchase for anyone attending the festival. Free water will be available in the medical tents. Per the Maine temporary campsite and Maine mass gathering regulations we will be porting a case of water per 12 campers – that will be roughly two bottles of water per camper; in addition to vending inventory. This will also be replenished daily based upon supply.
11. **Drugs & Illegal Substances:** KahBang has a zero tolerance policy concerning illegal drugs.
12. **Alcohol:** Alcoholic beverages **will not** be served on campgrounds and no glass bottles are allowed on campgrounds. Any campers under the age of 21 will not be allowed to be in possession of alcohol at the campsite. No underage drinking will be tolerated at any time or in any place within our festival grounds.

13. **Theft:** The organizers of the KahBang Music and Arts Festival are not responsible for the theft or loss of any personal items during the festival. We will provide a well lit, well supervised environment to discourage theft, but are not liable should said crimes occur. Any and all disputes will be handled by the local authorities. Furthermore the campsite design will allow for campers to use their vehicles as a lockable location.
14. **Fire:** There are NO FIRES permitted within campgrounds. This will be made evident in preemptive informational measures, as well as signage at entrance of campgrounds.
15. **Weapons:** Any weapons, especially firearms, are strictly prohibited on festival grounds. Campsites are included in this prohibition. All campers will be subjected to the same security protocol as the rest of the festival goers. (Please see *Appendix A – NO LIST*)
16. **Hampden Police Department/Sheriff:** We will be working alongside HPD to provide the safest environment possible at our campsite. We understand the importance of maintaining order and complying with all state and municipal laws while playing host to such an event. Our staff will ensure that the HPD has full, 24 hour access to the campsites, and will be hiring officers to help with security. (Please see attached letter of support)
17. **Hampden Fire Department:** We will be working alongside the HFD to provide the safest environment we can for anyone camping at our festival. We understand the importance of providing the Hampden Fire Department easy access to our campground should an emergency occur. We will be establishing an ambulance lane which will run from the main entrance of the festival to the back to the campsite, known as the "central artery". We will also be hiring EMT teams from the HFD to provide medical assistance. (Please see attached letter of support)
18. **Handicapped Accessibility:** Our campsites will not be ADA compliant. Campers with disabilities will have to make their own arrangements. However it is our professional assessment that the site could easily be handicap accessible, and measures will be taken to provide equal and fair access to our event.
19. **Identification:** All individuals staying at the campsite will be given unique credentials. At any given time, individuals may be spot-checked by security. If campers wish to bring alcohol onto the site they will be required to present identification at the check-in point. In order to access the shuttle service you must display the described badge, this further secures the campsite from loiterers and excessive attendance.
20. **Information:** All campers will be made aware of all rules and regulations governing camping at the proposed site. Informational packets will be distributed prior to the event, and informational fliers will be placed in the hands of each camper.
21. **Intake and Registration:** Campers will be arriving via automobile. A description of our intake and registration process has been provided. Upon arrival, all cars will be subject to a quick search to prevent any weapons, illegal drugs, or glass bottles from entering the festival. These searches will be conducted by our security staff. Once the identification has been confirmed, and the appropriate wristbands attached, campers will be directed to their parking spaces (**Reference Appendix B**).
22. **Shuttle Service:** Shuttle service will be provided to campers, transporting them from the campsite to the festival site on the Bangor Waterfront. Shuttles will be provided by private charter companies paid for by KahBang. To access one of these shuttles you must display your

KahBang camping badge or festival pass. Admission on to the shuttle is not permitted without campsite or festival identification. These shuttles will run from 10 am to 5 am, with adjustments in frequency based upon anticipated peak times; festival open, festival close, headlining support, last call at night venues in Downtown Bangor, and after the end of the late night acts at the campsite.

23. **Signage:** Proper signs will be strategically located to make campers aware of proper rules of conduct and alert them to potential hazards. Exit signs will be placed along all evacuation routes. Signage displaying rules and regulations will be posted in each camp site.
24. **Maine Mass Gathering Laws (Statute 22, Chapter 265):** To ensure compliance with all state laws concerning mass gatherings, the Maine Mass Gathering statutes have been carefully considered by our staff. Under section 1601 of the statute, "a mass outdoor gathering shall be deemed to mean any gathering held outdoors with the intent to attract the continued attendance of 2,000 or more persons for 12 or more hours (Maine Revised Statute Title 22, Chapter 265: Mass Gatherings, page 3 part 2.)."

Although the music festival itself intends to attract the attention of significantly larger numbers than 2,000, festivities will not exceed the 12 hour limit set by the statute. With regards to camping, our requests fall well under the limits set in the statute. The design of the campsite allows for no more than 1900 people to camp falling below the Mass Gathering Law standards. However, we are more than willing to comply with any requirements the Maine Department of Health and Human services might have with regards to overnight camping. We have already prepared documents to submit to the state pending local municipal approval.

25. **Alterations To Site:** KahBang will work with Hampden's town planner to evaluate the site and decide if any alterations need to be made to ensure that the campsite will be safely and easily accessible. KahBang has approached Robert Osborne about a possible alteration to the site and was told that there were not any foreseeable issues. The alteration that he was approached about was adding fill near the main entrance of the campsite to make vehicle access to the site easier. No alterations will be made without prior approval from the Town of Hampden. Any alterations that need to be made will be paid for entirely by KahBang.
26. **Noise Concerns:** The campsite entertainment tent will be located at the far end of the campsite, approximately 2400 feet (about .5 miles) from the entrance of Carey Circle (near The Hampden Veterinary Clinic). If the output of the entertainment tent were at 115 decibels (a high estimate that for the equipment in the tent) - at that distance the sound power level will be about 50 decibels once it reaches the entrance to Carey Circle. This decibel level is slightly lower than conversational speech. In addition, the tent will be oriented away from the businesses to further lessen the noise level and we believe that the decibel level will be lower than 50db (Please see attached *Estimated Decibel Level Diagram*).

**APPENDIX A : NO/YES LIST**

The following items are **NOT ALLOWED** on festival grounds.

- NO Weapons of Any Kind
- NO Two-way Radios
- NO Fires
- NO Fireworks
- NO Chains / Chain Wallets
- NO Camel Packs or Bota Bags
- NO Stuffed Animals
- NO Pets
- NO Plastic grocery bags
- NO Styrofoam coolers
- NO Glass bottles
- NO Unauthorized vending will be allowed
- NO Drugs, Illegal Substances & Drug Paraphernalia
- NO Bicycles or Scooters or Personal Motorized Vehicles
- NO Inappropriate or offensive signs or posters.

The following items **ARE ALLOWED** on festival grounds.

- OK Backpacks (medium)
- OK Hats
- OK Sun Block
- OK Lighters
- OK Cell Phones
- OK Sunglasses
- OK Cigarettes
- OK Small Beach Towel
- OK Fanny Packs
- OK (Non-Pro) Digital Cameras
- OK Disposable Cameras
- OK (Non-Pro) Film Cameras

**APPENDIX B: CHECK IN PROCESS / PROCEDURES**

- **Location:** Hampden Business & Commercial Park, Carey Circle
- **Intervals:** There will be a holding area at the entrance of Carey Circle. There will be 5 check-in stalls near the entrance to the campsite. Cars will be checked in/searched one at a time. (Please see *Appendix B-1*)
- **Manpower:** There will be 20-30 volunteers on staff at the time of check-in serving various roles.
  - There will be a holding area staffed by at least 3 people.
  - There will be 5 check-in stalls with 2-3 people at each stall responsible for checking credentials and conducting the vehicle searches.
  - There will be 3 flaggers at various positions on Carey Circle. One at the entrance off Route 202, two along Carey Circle, and one at the entrance to the campsite. There will be two additional 2 flaggers in the campground directing people to their sites.

**1) CARS ARRIVE**

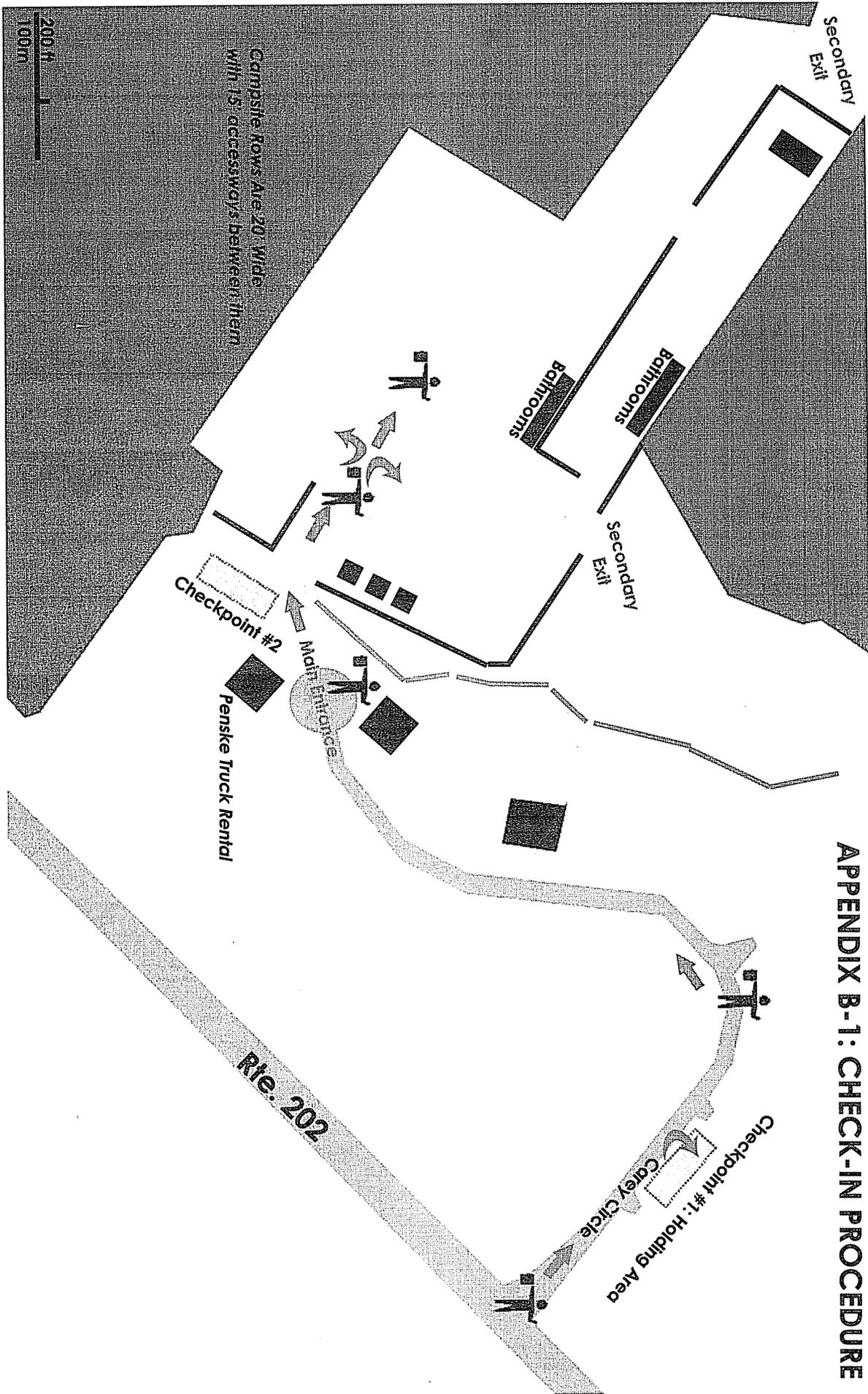
- a) Enter checkpoint 1 (holding area) near entrance to Carey Circle
- b) Staff will be communicating via walkie talkies to verify that traffic is clear
- c) Once cleared, cars will proceed on to checkpoint 2.

**2) CHECKPOINT 2**

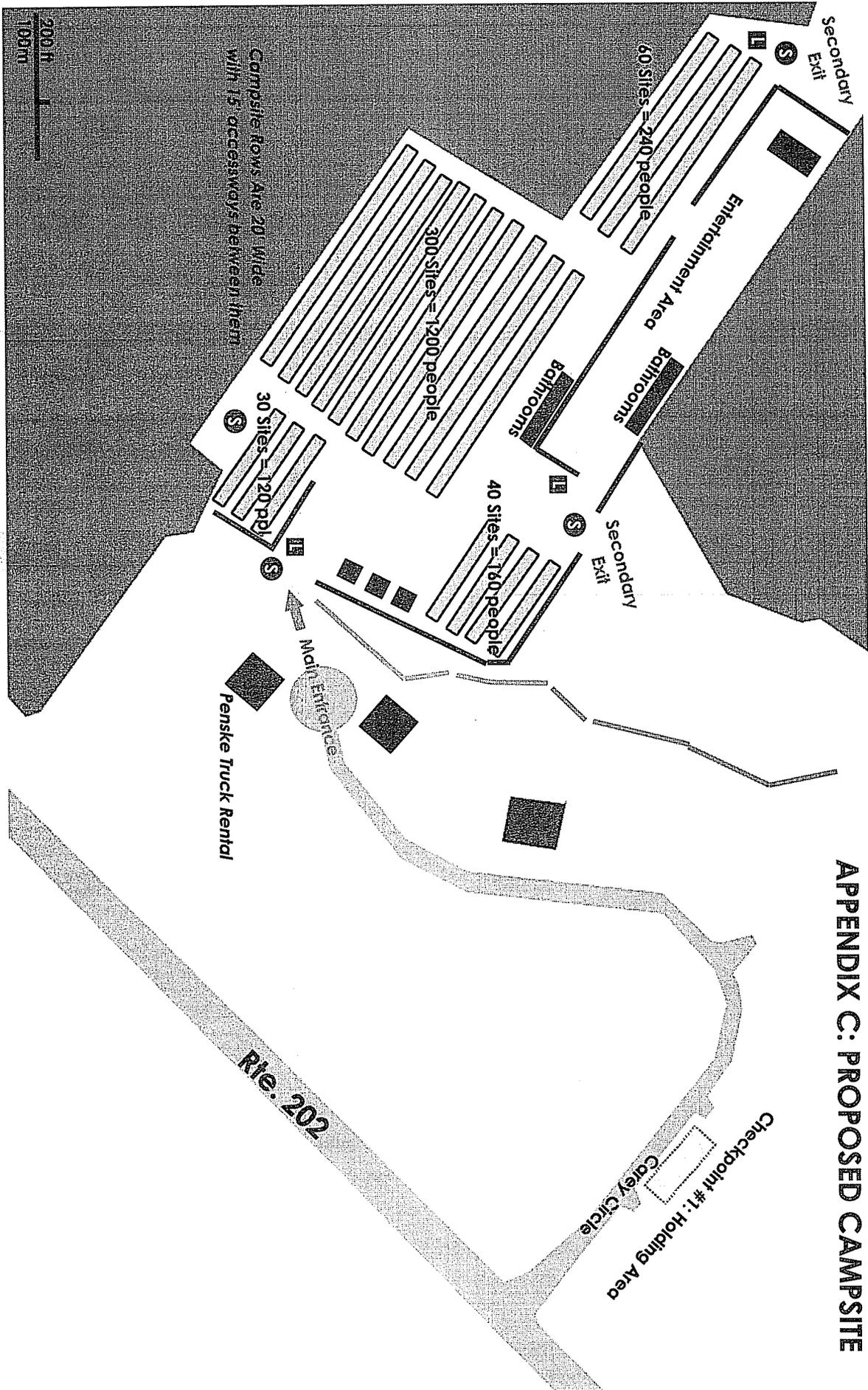
- a) Cars pull into one of five designated stalls
- b) Verify camping ticket, issues credentials, complete vehicle search
- c) Vehicle search consists of:
  - i) Glove compartment
  - ii) Center console
  - iii) Trunk
  - iv) All passenger doors
- d) Proceed into campsite

**3) ENTER CAMPSITE**

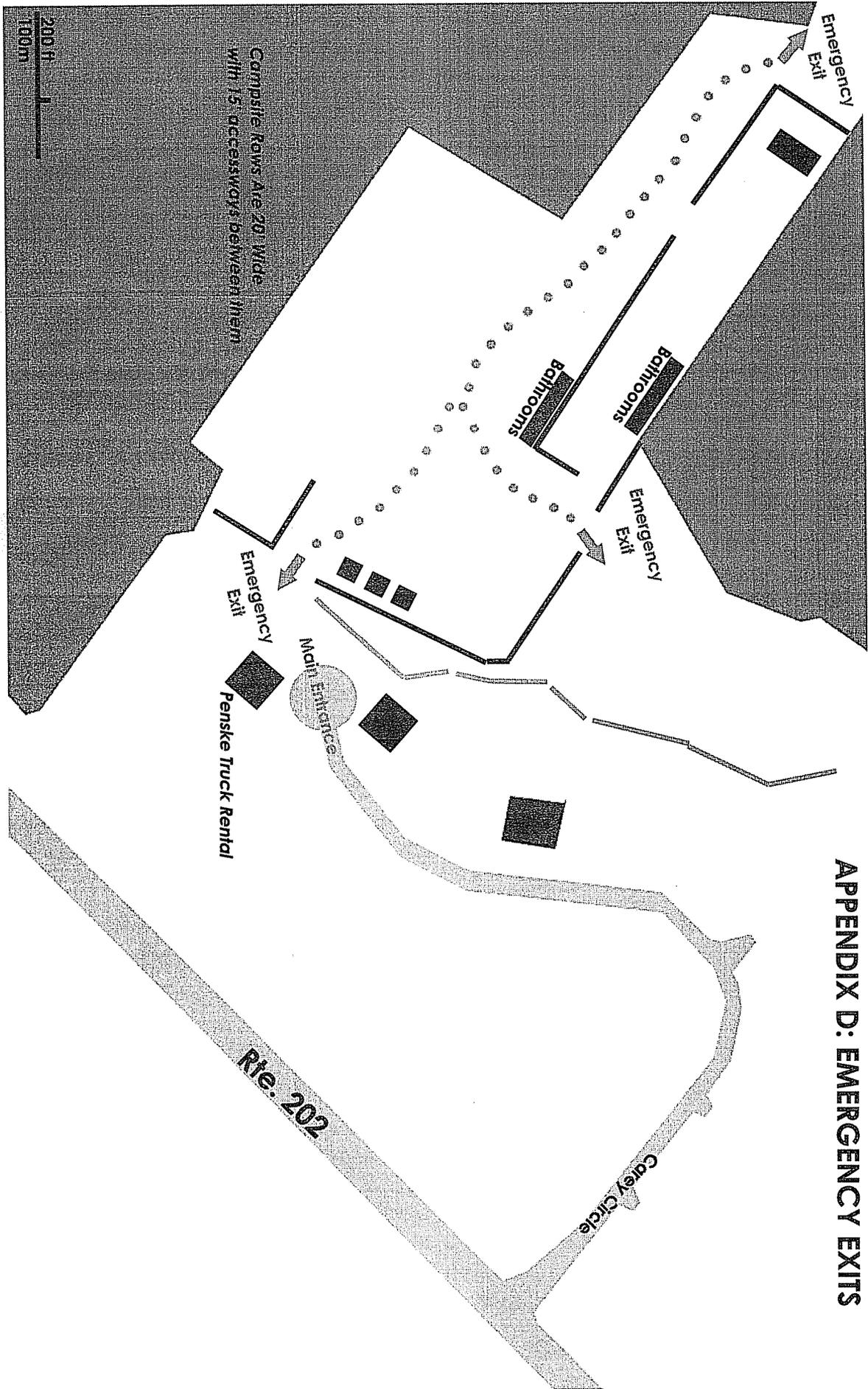
- a) Flaggers direct cars into assigned campsites



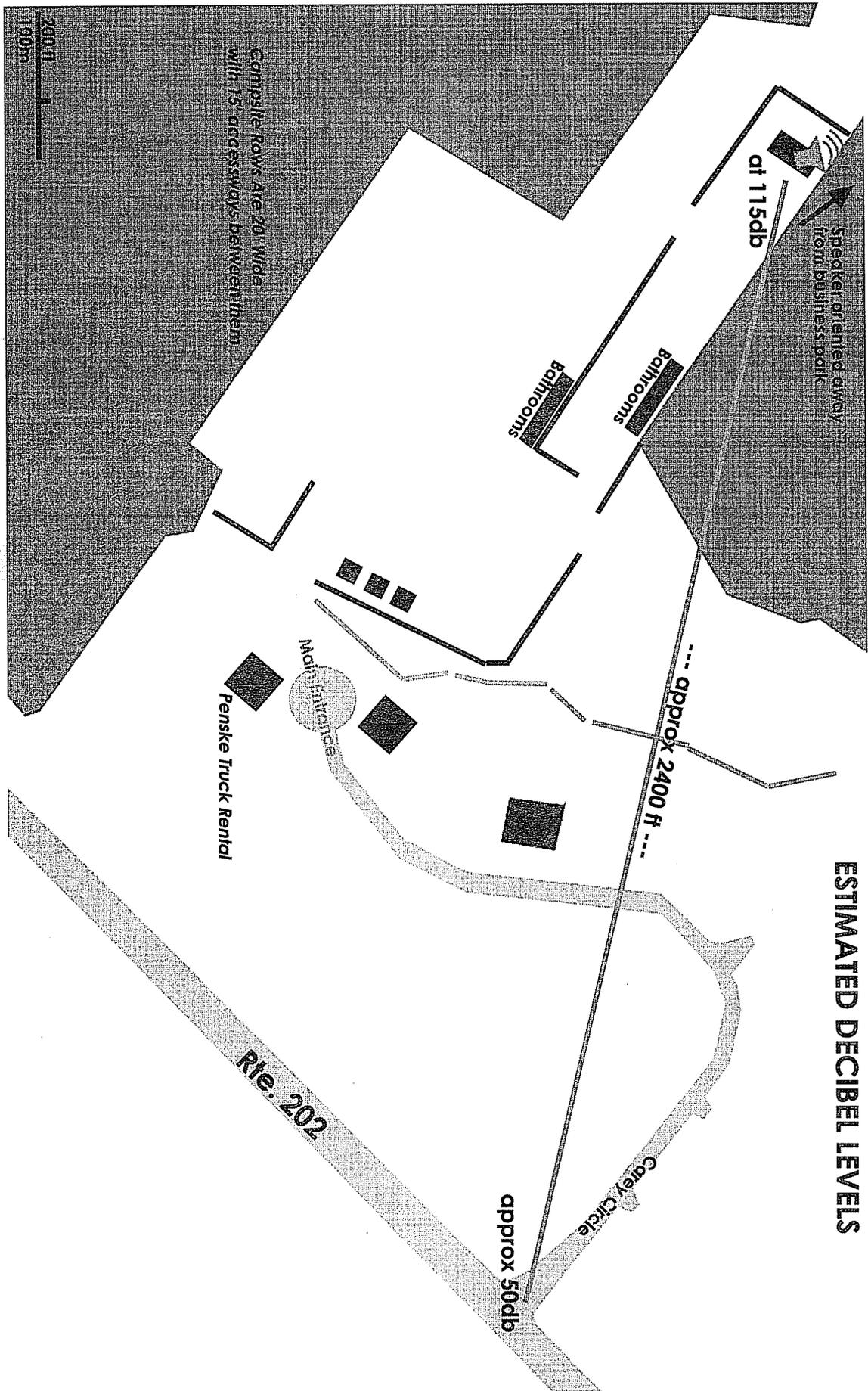
**APPENDIX B-1: CHECK-IN PROCEDURE**



APPENDIX C: PROPOSED CAMPSITE



**APPENDIX D: EMERGENCY EXITS**



ESTIMATED DECIBEL LEVELS

# Scotts LawnService

(207)848-3335 (888)872-6887  
SCOTSLAWNBGR@HOTMAIL.COM



## SERVICE INVOICE

Invoice # 134182

DATE \_\_\_\_\_ TIME \_\_\_\_\_

SPECIALIST/LIC: Kevin 5/22

### Cur. Sub-Surface Insect Control \$205.00

Today we applied a product to help eliminate any sub-surface insects from feeding on your turfs root system. IT MUST BE WATERED IN TO BE EFFECTIVE!!!! Please keep children and pets off the lawn until dry after watering in. Please call if you have any questions.

LOG ON TO YOUR ACCOUNT AT:  
**WWW.SCOTTSCUSTOMER.COM**

Common REVIEW DETAILS OF YOUR ACCOUNT & MAKE ONLINE PAYMENTS!!

Grub issue and damage ceased

Thank You.

- Delay mowing \_\_\_\_\_ hrs.
- Delay watering \_\_\_\_\_ hrs.
- Thatch over 1" aeration recommended.
- Please keep children and pets off lawn until dry.

## LawnService®

*Library Reserve  
6-3-763-00  
5/23/12 D.F./K  
OK*

### SERVICE ADDRESS:

Edith Dyer Library  
Debbie  
269 Main Rd N  
Hampden ME 04444

CUSTOMER #: 442213

Today's Service Charge 205.00

Today's Total 205.00

Prev. Balance as of 05/16/12 0.00

Please Remit 205.00

**PAYMENT DUE UPON RECEIPT.**  
\*VISIT  
WWW.SCOTTSCUSTOMER.COM TO  
MAKE PAYMENTS & REVIEW YOUR  
ACCOUNT!

Wind Direction	Speed	Weather	Fertilizer/Other Codes	Control Products Applied
N	0-5	Temp. _____		Code _____
W E	5-10			Amount _____ gal/lbs _____ gal/lbs _____ gal/lbs
S	10-15	Sun / Overcast / Rain	Amount _____ Amount _____	<input type="checkbox"/> Spreader <input type="checkbox"/> Power Sprayer <input type="checkbox"/> Hand Sprayer
		<input type="checkbox"/> Knocked on Door <input type="checkbox"/> Closed Gates <input type="checkbox"/> Inspected Property <input type="checkbox"/> Provided Recommendations		

For your convenience, service continues from season to season. For a change in service, please call our office.

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**THANK YOU FOR CHOOSING SCOTTS LAWN SERVICE**

SCOTSLAWNBGR@HOTMAIL.COM

Scotts LawnService  
53 Dave's Way  
Hermon, ME 04401



PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

AMOUNT	CHECK NO.
--------	-----------

Charge my:   Exp: /

Card #: \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Billing Address  
Edith Dyer Library  
Debbie  
269 Main Rd N  
Hampden ME 04444



**Scotts LawnService**  
53 Dave's Way  
Hermon, ME 04401

Invoice #134182	Customer #442213
Today's Service Charge	205.00
Today's Total	205.00
Prev. Balance as of 05/16/12	0.00
<b>Please Remit</b>	<b>205.00</b>

For your convenience, service continues from season to season. For a change in service, please call our office. SEE BACK FOR CONTROL PRODUCT DETAILS.

Please direct your questions and comments to us by calling toll free 1-888-872-6887 or by visiting us at www.scottslawnservice.com

MW F-11 (07/09)

*C-4-b*

## TOWN OF HAMPDEN – Proposed Budget 2012/2013

The following are the budget numbers reviewed by the Town Council as part of the 2012/13 proposed budget. There will be a Budget Review at the meeting on June 4<sup>th</sup> after which the budget will be introduced for public hearing at the June 18, 2012 council meeting.

PROPOSED 2013  
HAMPDEN TOWN BUDGET

ACCOUNT NUMBER	ACCOUNT NAME	PROPOSED BUDGET 2013
01-01	ADMINISTRATION	\$589,630.00
01-02	GIS/IT	\$118,084.00
01-03	COMMUNICATIONS	\$30,371.00
01-05	TOWN COUNCIL	\$35,290.00
01-10	MUNICIPAL BUILDING	\$94,343.00
01-15	TAX COLLECTOR	\$6,000.00
01-20	ELECTIONS	\$6,997.00
01-25	PLANNING/ASSESSING	\$252,855.00
01-30	ECONOMIC DEVELOPMENT	\$115,833.00
05-03	NON-DEPT. UTILITIES	\$469,150.00
05-01	POLICE	\$1,028,233.00
05-05	FIRE DEPARTMENT	\$972,981.00
05-10	PUBLIC SAFETY	\$187,011.00
10-01	PUBLIC WORKS	\$1,396,403.00
10-05	MUNICIPAL GARAGE	\$30,340.00
15-10	SOLID WASTE	\$393,636.00
20-01	RECREATION	\$136,570.00
20-10	DYER LIBRARY	\$238,415.00
20-20	LURA HOIT POOL	\$224,917.00
20-25	MARINA	\$0.00
25-10	THE BUS	\$73,000.00
30-10	BUILDINGS & GROUNDS	\$94,872.00
*38-00	OUTSIDE AGENCY REQUESTS	\$27,511.00
40-10	GENERAL ASSISTANCE	\$15,000.00
50-10	DEBT SERVICE	\$380,268.00
55-00	RESERVES	\$225,000.00
67-10	TIF	\$32,000.00
<b>GROSS</b>	<b>MUNICIPAL BUDGET TOTAL</b>	<b>\$7,174,710.00</b>
<b>LESS</b>	<b>MUNICIPAL REVENUES -</b>	<b>\$3,684,000.00</b>
<b>= NET</b>	<b>MUNICIPAL BUDGET TOTAL</b>	<b>\$3,490,710.00</b>
	<b>SAD #22 TAXATION AMOUNT</b>	<b>\$5,299,962.00</b>
	<b>COUNTY TAXATION AMOUNT</b>	<b>\$695,306.00</b>

**ESTIMATED TOTAL TAXATION REQUIREMENT                      \$9,485,978.00**

\* Outside Agency Requests reflect the total requested – no decision has been made by the Town Council as to what, if any amount to include in the final budget.

Proposed FY 2013 budget figures are as of 6/4/12. Estimated mil rate impact as presented is a .10 increase (current mil rate is 15.90/thousand and has been for five years).

Copies of the entire proposed FY 2013 Budget are available for public inspection at the Hampden Town Office.