

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

TUESDAY

July 6, 2010

7:00 P.M.

• 5:45 pm – Finance Committee Meeting

A. CONSENT AGENDA

1. SIGNATURES

a. Treasurer's Warrants

2. SECRETARY'S REPORTS

3. COMMUNICATIONS

a. Time Warner – Notification 6/18/2010

b. Time Warner – Programming Information

4. REPORTS

a. Infrastructure Committee Minutes – 6/28/2010

b. Finance Committee Meeting Minutes – 6/21/2010

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

a. Zoning Ordinance Text Amendment – Article 3.9 Rural District re:
Accessory Structures

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

3. UNFINISHED BUSINESS

a. Purchase & Sale – Lot 7 Hampden Business & Commerce Park –
Finance Committee Recommendation

b. Salt Bid 2010/2011 – Infrastructure Committee Recommendation

c. Pool Air Handling System – Infrastructure Committee
Recommendation

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

- d. Replacement Committee Member – Infrastructure and Finance Committees
- e. Fire Truck Bid Results – Finance Committee Recommendation

4. NEW BUSINESS

- a. Berm Removal – Pine Tree Landfill
- b. Bond Anticipation Note – Mayo Road

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



THE POWER OF YOU™

PO Box 8180
Portland ME 04104

A-3-a

June 18, 2010

Dear Town Official,

Please find enclosed a copy of the Switched Digital Video notification sent to Cable Card customers within your community. Please let me know if you have any questions.

Sincerely,
Melinda Poore
Time Warner Cable
melinda.poore@twcable.com

CABLE

HIGH-SPEED ONLINE

DIGITAL PHONE

www.timewarnercable.com/northeast



THE POWER OF YOU™

PO Box 8180
Portland ME 04104

June 18, 2010

Dear Valued Customer,

Time Warner Cable would like to thank you for choosing us to be your video provider. We are writing to you as a valued CableCARD customer in order to provide advance notice of important upcoming changes that may affect your ability to access certain channels on your one-way CableCARD-equipped retail device (also known as a "UDCP").

Time Warner Cable is rolling out a new interactive technology in your area known as Switched Digital Video ("SDV"). SDV is a particularly exciting bandwidth-management breakthrough that makes it possible for us to offer many additional services, including new HD channels and HD versions of popular existing channels, to our customers. SDV allows us to provide these additional services, while at the same time continuing to offer existing services, because channels delivered using SDV are transmitted over the cable system only on an as-needed basis. As a result, SDV uses system capacity more efficiently than the traditional, always-on method. In order to launch all the new services our customers want, we must also deliver some existing channels using SDV to make additional bandwidth available.

Starting on or about July 19, Time Warner Cable will begin providing the attached programming (please see chart) solely via SDV. The current generation of CableCARD-compatible devices sold at retail is only capable of accessing our one-way services. Such devices were not designed to be compatible with SDV, which is a two-way service. As a result, once these services are delivered only via SDV technology, they will not be accessible via UDCPs. However, to ensure that you can view programming delivered via SDV, we are pleased to make the following special offers.

HD TiVo and Moxi HD DVRs: For customers with CableCARD-equipped HD TiVo digital video recorders ("DVRs") (specifically, TiVo Series3, TiVo HD, and TiVo HD XL DVRs) and Moxi HD DVRs, Time Warner Cable has worked with the rest of the cable industry and TiVo Inc. to develop an external device called the Tuning Adapter. The Tuning Adapter is designed to work in conjunction with your HD TiVo or Moxi HD DVR, and it will allow you to receive programming delivered using SDV technology, but not our other interactive features (such as the Electronic Programming Guide, Video On Demand, and other two-way services that, by design, your DVR cannot access) while you continue to enjoy all the features of your DVR. For more information, please visit <http://www.timewarnercable.com/tuningadapter>.

HD TiVo and Moxi HD DVR users who would like to receive programming delivered using SDV are eligible to receive a Tuning Adapter for each CableCARD-equipped DVR, which we will provide at no charge. You will continue to pay the standard lease rate for your CableCARD(s).

CABLE

HIGH-SPEED ONLINE

DIGITAL PHONE

Programming Moving to Switched Digital Video (SDV)

Channel	On or After Date (date this channel will no longer be available to CableCARD customers)
AMERICAN LIFE TV	July 19, 2010
BIO	July 19, 2010
BLOOMBERG	July 19, 2010
DISCOVERY HEALTH	July 19, 2010
DISNEY 2	July 19, 2010
ESPN CLASSIC	July 19, 2010
COOKING CHANNEL	July 19, 2010
FIT TV	July 19, 2010
GOLF	July 19, 2010
HALOGEN	July 19, 2010
LIFETIME MOVIE NETWORK	July 19, 2010
NAT GEO	July 19, 2010
PENTAGON	July 19, 2010
PLANET GREEN	July 19, 2010
SOAPNET	July 19, 2010
STYLE	July 19, 2010
TCM	July 19, 2010
TRINITY BROADCASTING	July 19, 2010
WE	July 19, 2010
@MAX	July 19, 2010
5STARMAX	July 19, 2010
ACTION MAX	July 19, 2010
HBO2	July 19, 2010
HBO COMEDY	July 19, 2010
HBO FAMILY	July 19, 2010
HBO LATINO	July 19, 2010
HBO SIGNATURE	July 19, 2010
HBO ZONE	July 19, 2010
OUTERMAX	July 19, 2010
SHOWTIME BEYOND	July 19, 2010
SHOWTIME EXTREME	July 19, 2010

Channel	On or After Date (date this channel will no longer be available to CableCARD customers)
SHOWTIME FAMILY	July 19, 2010
SHOWTIME NEXT	July 19, 2010
SHOWTIME WOMEN	July 19, 2010
SHOWTIME SHOWCASE	July 19, 2010
SHOWTIME 2	July 19, 2010
STARZ CINEMA	July 19, 2010
STARZ EDGE	July 19, 2010
STARZ IN BLACK	July 19, 2010
STARZ KIDS & FAM	July 19, 2010
THRILLER MAX	July 19, 2010
THE MOVIE CHANNEL XTRA	July 19, 2010
WMAX	July 19, 2010
MOREMAX	July 19, 2010
HD Theater	July 19, 2010
IFC	July 19, 2010



Dear Town/City Manager,

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Time Warner Cable customers in your community.

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The agreements with the programmers/broadcasters on the attached list are due to expire soon and we may be required to cease carriage of one or more of these services/stations in the near future. Conversely, there are also times when we will include the addition of new channels within these ads.

Again, this is a routine notice and we are confident agreements will be reached with these networks. Enclosed is a copy of the ad that will run in the local daily paper; the notice can also be found on our website at: <http://www.timewarnercable.com/newengland/support/policies/channelchange.html> These ads are placed in the first and third Wednesday of each month. This information is also located on the back of the customer bill.

In addition to the programming changes noted above starting July 31, 2010 customers whose service is interrupted for non-payment will be charged a \$5.00 fee to reactivate their account.

Please do not hesitate to contact us if you have any questions.

Sincerely,

Melinda Poore
Melinda.poore@twcable.com
Ph: (207)253-2217

Mike Edgecomb
Michael.edgecomb@twcable.com
Ph: (207) 594-2249 x3710

Shelley Winchenbach
Shelley.winchenbach@twcable.com
Ph: (207) 594-2249 x3711

Time Warner Cable - New England Division's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future.

ABC Family	ESPN Deportes	Starz Comedy HD
Disney	ESPN News	Starz Edge
Disney XD	ESPNU	Starz Edge HD
E!	ESPN2	Starz In Black
Style	Fox Reality	Starz Kids & Family
Erotic Pleasure	I-LIFE (Inspiration	Starz Kids & Family HD
Networks	Networks)	TruTV
Encore	Indie Plex	Weather Channel
Encore Action	Lifetime	Weather Channel HD
Encore HD	Movie Plex	WBGR
Encore Love	NHL	WFFF
Encore Mystery	Retro Plex	WVNY
Encore WAM	SoapNet	WGBR
Encore Westerns	Starz!	
ESPN	Starz Cinema	
ESPN Classic	Starz Comedy	

Please note, some channels listed may not be available in your service area. Please consult for local listings for more details at www.timewarnercable.com/northeast.

The following programming changes are scheduled to take place:

HBO West HD and Showtime West HD will be removed from our channel line ups on or after July 2, 2010

Fox Movie Channel will move from our Digital Tier to our Movie Tier effective June 30.

FUEL will be removed from our Digital Plus line up on/after June 5.

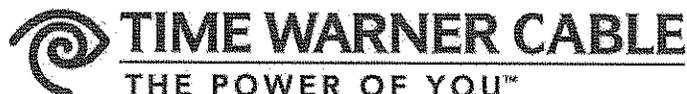
We will be adding the following programming to the Movie Tier:

Vutopia On-Demand.

New & World On-Demand will change its name to History & Nature On-Demand.

Fox Soccer Plus will be added across our service area by June 30, 2010.

In Brownville area, TV 5 will be relocated from Standard to Premium Tier effective on or after July 2, 2010.



Customers can visit our web site at www.timewarnercable.com/northeast to obtain more details on the above notice.

Time Warner Cable, 118 Johnson Road, Portland, Maine 04102

INFRASTRUCTURE COMMITTEE
Monday, June 28, 2010
Minutes

Attending:

Councilor Jean Lawlis	Public Works Director Chip Swan
Councilor William Shakespeare	Public Safety Director Joe Rogers
Councilor Janet Hughes	Pool Director Darcy Peakall
Councilor Andre Cushing	Town Manager Sue Lessard
Mayor Matthew Arnett	Peter Neumeyer Mechanical Serv.

1. Minutes of May 24, 2010 – The minutes of 5/24/10 were reviewed and no changes were made.
2. Old Business
 - a. Update – Mayo Road – Public Works Director Chip Swan briefed the committee on the Mayo Road Project. It is approximately one week behind schedule. There was one major problem during the past week due to breaking of a major phone cable.
 - b. Complaints – Building Condition Rte 1A/Kennebec – The Public Safety Director discussed with the Committee complaints that have been received on the dilapidated condition of three buildings in the vicinity of the intersection of Kennebec Road and Route 1A. Of primary concern is the old Town Office building which has open, broken windows on the second floor but the former redemption center building and a nearby garage also were cited in the written complaint. The Committee discussed a number of possible options related to the old Town Office building including condemnation, purchase by the town, eminent domain, and a memorandum of agreement with the owner for rights to replace the structure. It was the consensus of the Committee that it would be best to work cooperatively with the current owner to get the building removed. The Town Manager was instructed to ask the Town Attorney for legal information on each of the possible options.
 - c. Mayo Road – 5 year Moratorium on Constructions – Public Works director Chip Swan requested that the Committee consider endorsing the idea of a construction moratorium on the Mayo Road following completion of the road rebuild project. Two property owners with possible projects have been contacted so that they could make arrangements for water and sewer connections during the project. The Town Manager was instructed to notify all property owners on Mayo road of the possible 5 year construction ban on non-emergency road openings so that they might make arrangements for connections.

- d. *The shed roof on one of the Town Garage buildings needs replacing but it is a very small item and does not have to be done until 2011 according to the inspector from the insurance company that did the initial inspection. The Public Works Director will put this item in his next regular budget.*
 - e. *Salt Bids – The Town bid for winter salt as part of the State bid. The low bidder for the Town was Harcross with a per ton price of \$63.42. Motion by Matthew Arnett to recommend to the full council that the bid of \$63.42 be accepted. Vote 5-0.*
3. **New Business**
- a. *Request – Land Donation – Habitat for Humanity – While the Committee expressed support for the Habitat for Humanity program, a discussion of available land indicates that the Town currently does not own any land that would be suitable for donation for this purpose. The Town Manager was instructed to put an article in the upcoming Town newsletter seeking interested property owners who might wish to donate a lot for this purpose.*
 - b. *Pool Air Handling System - Pool Director & Mechanical Services Representative –Pool Director Darcy Peakall and Mechanical Services Representative Peter Neumeyer presented information to the Committee regarding the extremely poor condition of the existing air handling system at the Lura Hoyt Pool. This very critical piece of equipment is central to the efficient operation of the pool and impacts fuel usage, air quality, and building degradation. Two separate types of units were discussed – one that was similar to the existing system and another that was a mechanical dehumidification process. Cost estimates for the first type were in the area of \$110,000 and for the second type of \$171,000. It was suggested that the Town should retain a mechanical engineer with pool experience to design what is needed for an air handling system and put it out to bid and bring those back to the Council for approval. Motion by Janet Hughes, seconded by Matthew Arnett to recommend to the full council that they fund design and replacement of the air handling system at the pool. Vote 5 – 0.*
4. **Public Comment - None**
5. **Councilor Comments – None**

6. *The Town Manager notified the Committee that Michael Wagner had volunteered to do an Eagle Scout project that involves building 55 gallon drum trash barrel wooden containers for 8 trash receptacles in four town parks.*

Respectfully submitted,

*Susan Lessard
Town Manager*

FINANCE COMMITTEE MEETING MINUTES
June 21, 2010

Attending:

- Mayor Matthew Arnett
- Councilor William Shakespeare
- Councilor Jean Lawlis
- Councilor Shannon Flavin Cox
- Councilor Andre Cushing
- Councilor Thomas Brann
- Susan Lessard, Town Manager

1. The minutes of the June 7, 2010 meeting were declared approved following a motion by Councilor Cushing. No objections were raised.
2. The warrants were reviewed and signed by Finance Committee members.
3. The Financial Statements for the month of May were presented by the Town Manager. There were no questions from Committee members.
4. Old Business
 - a. Personnel Policy – The Town Manager outlined the Personnel Policy for the Town of Hampden for the Committee. The Policy was originally adopted in 1986 and has been modified nine times since then. It outlines the workplace rules as well as the policies that govern those employed here. The Finance and Human Resource Officer has created a draft Employee Handbook as an offshoot of the Personnel Policy that is currently in progress and which will become incorporated in the orientation process for new employees. Committee members were urged by the Mayor to read and familiarize themselves with the policy so that they would have a good understanding of the rules that the employees must follow in their employment with the Town.
5. New Business
 - a. Goodwill Riders Snowmobile Club – The Committee discussed the request by the Club for \$1,000 toward the cost of siding and roofing the old Fire Station on Western Avenue that is still owned by the Town but which the Club uses for storage. Motion by Andre Cushing, seconded by Tom Brann to award the Snowmobile Club \$1,000 for the siding replacement project to be taken from Fire Department Building Reserve. Vote 5-1.
The issue of Town support for the upkeep of town-owned buildings that are leased to others, as well as local historic

buildings owned by non-profit groups was referred to the Planning and Development Committee.

6. Public Comment – None

7. Councilor Comment –

- a. Councilor Cushing would like an inventory of open space owned by the Town as well as a more clearly defined plan for how to manage it. That topic will be discussed at an upcoming meeting and also by Planning and Development.
- b. Councilor Brann commented on the positive progress being made on the Mayo Road Project.

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

Respectfully submitted,

Susan Lessard
Town Manager



TO: Mayor Arnett and Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Draft Zoning Ordinance Text Amendments for Rural District Uses
DATE: June 15, 2010

Please be advised that at the June 9, 2010 Planning Board meeting the Board voted unanimously to return the subject amendment to the Council with an "ought-to-pass" recommendation.

This amendment would increase the types and size of buildings that could be considered accessory in this district. Attorney Russell reviewed the draft and made minor changes prior to the referral vote.

TOWN OF HAMPDEN
Draft

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

Deletions are ~~Strikethrough~~ Additions Double Underlined

3.9. Rural District

3.9.1. Purpose - The intent of this district is to protect and promote the rural use and character of the area, to provide for traditional agricultural and open space uses, and to provide for low density residential development where appropriate. It is intended that much of the residential development occurring in this district will be either dispersed in nature or, where the developer chooses, will be clustered with extensive open space surrounding the development. *(Amended: 12-18-95)*

3.9.2. Permitted Uses (Subject to Site Plan Review where applicable) - Agriculture, forestry, single family dwelling, certified manufactured home, two family dwelling, three or four family dwelling when serviced by public sewer and water, home day care (subject to *Section 4.19*), accessory use, golf course or other outdoor recreational facilities, home occupation (subject to *Article 4.10*), cluster subdivisions, essential service, and wireless telecommunications facilities (subject to *Section 4.22*). *(Amended: 9-19-83, 8-22-94, 12-18-95, 10-01-01, 6-3-02, 03-21-05)*

3.9.3. Conditional Uses (Subject to Site Plan Review) - Daycare facility (subject to *Section 4.19*), nursing home, non-profit school, public schools, church, non-profit club, hospital or clinic, mobile home park (subject to *Section 4.13*), campground, cemetery, buildings and parking for recreational facilities, processing agricultural products which are not accessory to an agricultural use, processing and excavation, gravel pit and quarry activities (subject to *Article 4.23 Excavations, Gravel Pits and Quarries*), stockpiles (subject to *Article 4.9*) not accessory to excavation, gravel pit and quarry activities, commercial nursery, indoor recreational facilities, boarding of animals; to include training and grooming, veterinary hospital, buildings necessary for essential services, community facility (including solid waste facility), Customary Rural Business (subject to *Section 4.20*). *(Amended: 8-22-94, 12/18/95, 12-2-96, 1-21-97, 03-21-05, 12-17-07)*

3.9.4. Lot Dimensions

Minimum Area	-	2 acres
Minimum Road Frontage	-	200 feet
Minimum Setbacks:		
Street Yard	-	30 feet
Other Yards	-	30 feet
Maximum Ground Coverage	-	10 percent
Maximum Building Height	-	35 feet

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 Sq. Ft.	251 – 650 Sq. Ft.
Maximum Height	- 16 feet	- 24 feet
Minimum Other Yard	- 5 feet	- 15 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)*

3.9.5. Special District Requirements

1. All buildings for the commercial raising or keeping of animals shall be set back a minimum of fifty (50') feet from side and rear property line. *(Amended: 10-3-94, 12-18-95)*
2. Kennels for the commercial boarding, raising, and training of six or more dogs shall be kept fifty (50') feet from side and rear property lines. *(Amended: 12-18-95)*
3. Accessory structures or buildings associated with single family residences may be larger than the principal building (single family residence) in both building height and total floor area provided that: The accessory building shall function as an accessory use to the residential use and not as a second primary use. The accessory building shall not exceed 5,000 sq. ft. in floor area. The accessory building shall be constructed on a lot of at least 3 acres in size. Accessory buildings that meet these requirements do not require site plan approval.

7.2. Definitions - In this Ordinance the following terms shall have the following meanings unless a contrary meaning is required by the context or is specifically prescribed:

Accessory use or structure: A use or structure of a nature customarily incidental and subordinate to those of the principal use or structure. For residential uses, accessory structures shall not be used as habitable space. *(Amended: 11-18-02)*

Principal building: The primary use to which the premises is devoted, and the main purpose for which the premises exists.

PURCHASE AND SALE AGREEMENT

AGREEMENT entered into this 29th day of June, 2010, between TOWN OF HAMPDEN (hereinafter referred to as Seller), and JAHMNICK, LLC (hereinafter referred to as Buyer).

The parties hereby agree as follows:

1. Sale. The Seller, in consideration of the covenants and agreements of the Buyer hereinafter contained, agrees to sell and convey to Buyer and Buyer agrees to buy that certain parcel of land located in the Hampden Business and Commerce Park, Hampden, Penobscot County, Maine, said parcel depicted as Lot 7 on the "Hampden Business and Commerce Park Final Subdivision Plan — Amendment No. 2" dated June 20, 2007, recorded in the Penobscot County Registry of Deeds in Map File 2007-112 (hereinafter the "Property").

2. Purchase Price. The purchase price of the Property is Seventy-one Thousand Five Hundred and 00/100 Dollars (\$71,500.00) payable to Seller as follows:

- (a) The sum of One Thousand and 00/100 Dollars (\$1,000.00), in cash or certified check, upon the execution of this Agreement.
- (b) The balance of Seventy Thousand Five Hundred and 00/100 Dollars (\$70,500.00) to be paid in cash or certified check at closing.

3. Title.

- (a) Buyer shall be responsible for undertaking any title search. Title to the Property shall be insurable for the benefit of Buyer, by a nationally recognized title insurance company satisfactory to Buyer, at normal premium rates, subject only to those printed exceptions to title normally included in the ALTA policy "jacket" to such form or policy, except as noted below. Buyer acknowledges and agrees that the Property will be conveyed subject to the following, which shall not be considered as objections to title:
 - (i) Effect, if any, of pipeline easements to Sacony-Vacuum Oil Company, Incorporated.
 - (ii) Effect, if any, of an easement granted by Inhabitants of Town of Hampden to Bangor Hydro-Electric Company by instrument dated November 12, 2002, recorded in the Penobscot County Registry of Deeds in Book 8497, Page 84.
 - (iii) All covenants, conditions, restrictions or obligations set forth in the Declaration Of Covenants, Conditions, And Restrictions For The Hampden Business and Commerce Park dated October 7, 2002, recorded in the Penobscot County Registry of Deeds in Book 8503, Page 78, as amended by a Certificate of Amendments dated January 23, 2008,

recorded in said Registry of Deeds in Book 11274, Page 328.

- (iv) All terms, conditions, restrictions, notations, easements, or encumbrances set forth on the Subdivision Plan.
- (v) All terms, conditions, restrictions or obligations set forth in the State of Maine Department of Environmental Protection Site Location of Development, Natural Resources Protection Act, and Water Quality Certification Findings of Fact and Order dated August 15, 2001, recorded in the Penobscot County Registry of Deeds in Book 7853, Page 164, and any municipal approvals.

By executing this Agreement, Buyer acknowledges receipt of a copy of the above-referenced Department of Environmental Protection Permit and of the approved subdivision plan. Buyer further acknowledges and agrees that the deed of conveyance shall contain a requirement that any subsequent conveyance shall specifically include the same restrictions as set forth in this Subparagraph (v).

- (b) If record title to the Property is defective under the Maine State Bar Association Standards of Title, Buyer shall give written notice to Seller, and Seller shall have a reasonable period of time (not to exceed 60 days) to remove the title defects. If such defects cannot be removed by Seller after having made reasonable efforts, Buyer may either i) consummate the purchase of the Property in accordance with this Agreement, or ii) terminate this Agreement, in which case the deposit made hereunder shall be refunded to Buyer, whereupon the parties shall have no further obligations hereunder. The items referred to in subparagraph (a) above shall not constitute title defects under this Agreement.

4. Deed. Seller agrees, on the date of closing, to execute and deliver to the Buyer a good and sufficient quitclaim deed with covenant to said Property, together with a State of Maine Bureau of Taxation transfer tax form.

✓ 5. Buyer's Contingencies. Buyer's obligation to purchase the Property is subject to the following conditions:

- (a) Receipt, at Buyer's sole cost and expense, of site plan approval from the Town of Hampden Planning Board.
- (b) Approval of the project design pursuant to the Declaration referenced in Paragraph 3(a)(iii).
- ✓ (c) Buyer obtaining, in an amount and on terms satisfactory to it, a loan commitment from a commercial lender for the purchase and development of the Property. If said loan commitment is not obtained within 30 days of receipt of site plan approval from the Planning Board, Buyer may, within 35 days of receipt of site plan approval, terminate this Agreement in writing, and the sum paid under Paragraph 2(a) shall be returned to Buyer.

(d) Buyer agrees to act in good faith to seek the necessary approvals and financing in accordance with the above-described terms, and the breach of that good faith obligation shall be a default by Buyer.

✓(e) Seller, at its expense, shall install overhead electric and telephone lines from Carey Circle through Commerce Court to the northeasterly property line of the Property.

(f) If any of the foregoing conditions contained in subsections (a), (b) or (c) above is not met prior to closing, and Buyer has acted in good faith as required above, Buyer may terminate this Agreement in writing, and the sum paid under Paragraph 2(a) shall be returned to Buyer.

6. Allocation of Closing Costs. At or before closing, Seller will pay for the preparation of the deed and this Agreement.

Buyer will pay for the cost of any title search, the preparation of a title report and insurance binder, any title insurance premium, recording fee for the deed and the Buyer's real estate transfer tax.

7. Real Estate Taxes. Since the Property was owned by Seller as of April 1, 2010, the Property is exempt from real estate taxation for the July 1, 2010 to June 30, 2011 municipal fiscal year. Buyer shall pay Seller at closing an additional amount of \$ _____ as a payment in lieu of the taxes that would have been assessed against Lot 7 for the July 1, 2010 to June 30, 2011 fiscal year if the Property was not tax exempt as of April 1, 2010. Said amount shall be prorated between the parties as of the date of delivery of the deed.

8. Default by Buyer. In the event that the Buyer fails to pay the balance of the purchase price at the closing, or fails to perform the agreements and obligations on Buyer's part to be performed, the Seller shall have the option of terminating this Agreement, and in the event of such termination by the Seller the down payment paid by the Buyer to the Seller shall be retained by the Seller as liquidated damages in lieu of any and all other remedies that the Seller may have at law or equity for failure of the Buyer to perform Buyer's agreements and obligations.

9. Possession. Full possession of the Property is to be delivered to the Buyer at the time of closing.

10. Broker's Commission. The Seller and Buyer agree that no real estate agent has been involved in the purchase or sale of said Property.

✓ 11. Closing. The closing shall take place at a location designated by Seller in Hampden, Maine (or at such other location as may be mutually agreed upon) on or before the 60th day following the date of site plan approval by the Planning Board. Seller agrees that the closing deadline may be extended for up to an additional 30 days upon request of the lender. Any other extension of any time limitation herein may be made by agreement of the parties in

writing. If the closing does not occur by November 8, 2010, Seller may terminate this Agreement in writing, and the sum paid under Paragraph 2(a) shall be returned to Buyer.

12. Entire Agreement; Modification. This Agreement is to be construed as a Maine contract and sets forth the entire contract between the parties and may be cancelled, modified or amended only by a written instrument executed by both Buyer and Seller. An Agreement with a facsimile or electronic signature shall be valid.

13. Personal Representatives, Heirs and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Buyer may not assign this Agreement without the prior written consent of Seller.

14. Time of the Essence. Time is of the essence under this Agreement.

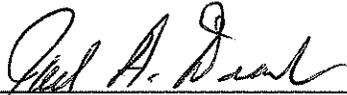
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

SELLER – TOWN OF HAMPDEN

Witness

By: _____
Susan Lessard
Its: Town Manager

Witness



BUYER – JAHMNICK, LLC
By: _____
Andrew Nickerson
Its Manager, duly authorized



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-3910

June 28, 2010

To: Sue Lessard
From: Chip Swan
Subject: Annual Salt Purchase

On April 14th Municipalities were given a chance to bid salt with Maine DOT state wide.

June 10th the results were announced as follows for Hampden:

<u>BIDDER</u>	<u>PRICE PER TON</u>
HARCROS	\$63.42 ✓
EASTERN SALT	\$65.32
CARGILL	\$66.99
INTERNATIONAL SALT	\$83.99

I recommend accepting HARCROS bid of \$63.42 price per ton /salt For the winter of 2010-2011.

The salt bid for MAINE DOT in Bangor was \$66.48/ton.

Yours Truly,

Chip Swan, PWD

**TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC SAFETY
BID OPENING**

**1987 FREIGHTLINER FL 112
(fitted with 4000 gallon non-baffled milk tank and pump)**

June 30, 2010 at 11:00 am

BIDDER	BID AMOUNT
Warren Smith	\$ 722.00
Robert Dunton	\$1,000.00
James Smith	\$3,510.00



HAMPDEN PUBLIC SAFETY
Code Enforcement Division
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Hampden, Maine 04444
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Memorandum

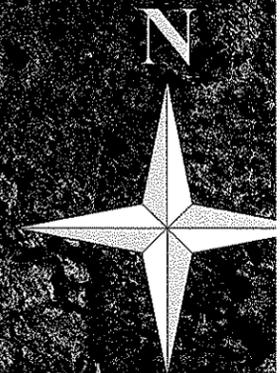
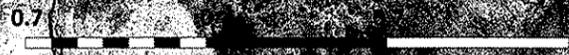
Date: June 24, 2010
To: Susan Lessard, Town Manager
From: Ben Johnson, Code Enforcement Officer *BS*
Subject: Proposed Landfill Berm Removal

Earlier today Keith Barnhard and I visited Pine Tree Landfill to investigate and assess potential impacts created by the proposed removal of an earthen berm installed a number of years ago. In speaking with Wayne Boyd and other representatives from the landfill, they have indicated that the berm was originally constructed by the landfill voluntarily at the request of the former Town Manager due to complaints from area residents. They have asserted that the berm was not the result of a planning board requirement. The residents of Old Coldbrook Road had evidently been experiencing lights from trucks stacking up on the landfill access road. In addition to the lights, they were having to deal with the trucks idling as they awaited their ascent up the hill to dump their cargo. By all accounts there was certainly heavy traffic and long lines.

As part of the final closure, the representatives of the landfill would like to use the material from the berm for other purposes.

At least two of the three or four residences most impacted by the activities on the access road have been removed since the time the berm was constructed. The one remaining residence on the southwesterly side of Old Coldbrook Road owned by Calvin and Kathy Walker is significantly grade separated from the berm and the access road. From Old Coldbrook Road it appears as though this grade separation does not allow a direct view of the berm from the Walker residence. The access road is currently being used for final closure construction traffic and access to the gas to energy plant. It is my understanding that final closure will be completed within the next several months and traffic on the access road will be reduced to gas to energy and periodic monitoring of the landfill itself.

Given the facts and circumstances, I feel that removal of the berm would have very little offsite impact at this point. The berm apparently served its intended purpose and may soon be unnecessary. I told the landfill representatives that I would get back to them with an answer as to whether or not the Town would object to the removal of the berm.



Dysart
Realty

Apollo +
Aphrodite
Salon

Residences
gone

Walker
Residence

Berm to be
Removed

Notes:
Map Prepared By:
Gretchen Heidmann
Date of Preparation:
04 March 2009
Projection: UTM, Zone 19
Datum: NAD83
Source of Data & Disclaimer:
For sources of data and
disclaimer information,
please see Maps section in text of
Hampden Comprehensive Plan 2009.

Town of Hampden
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**TOWN OF HAMPDEN
BASE MAP**

