



Town of Hampden  
**Planning and Development Committee**  
Wednesday January 18, 2017, 6:00 pm  
Municipal Building Council Chambers  
**Agenda**

1. Approval of January 4, 2017 Minutes
2. Committee Applications:
3. Updates:
  - A. Staff Report
4. Old Business:
  - A. Hampden Business Park CEA for Sargent Corp.
  - B. Status of MRC/Fiberight
5. New Business:
  - A. Discussion of Regulatory Amendments
6. Zoning Considerations/Discussion:
  - A. Home Occupations
7. Citizens Initiatives:
8. Public Comments:
9. Committee Member Comments:
10. Adjourn



Town of Hampden  
**Planning and Development Committee**  
 Wednesday January 4, 2017, 6:00 pm  
 Municipal Building Council Chambers  
**Minutes – Draft**

Attending:

Committee/Council

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

Staff

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

Chairman McPike called the meeting to order at 6:01 pm.

1. Approval of December 21, 2016 Minutes – **Motion** to approve as submitted made by Councilor Wilde with second by Councilor McAvoy; carried 7/0/0.
2. Committee Applications: None.
3. Updates:
  - a. Status of MRC/Fiberight: Manager Jennings reported on meeting held January 3, 2017; there was no updated cost information presented. The Hampden Water District (HWD) consultant is working on a system model which is expected to provide the information needed for the HWD Board to make decisions regarding cost allocation for the pump station upgrade and running the water line up Coldbrook Road. The next HWD Board meeting is January 19<sup>th</sup> and depending on the timing of the HWD's consultant report being available to MRC and their consultant, the Board may be able to make decisions at that meeting. The Committee discussed costs and the cost gap. Chairman McPike encouraged the councilors to attend the HWD Board meeting on the 19<sup>th</sup> (4:00 at their office on Main Road N).
  - b. Dangerous Buildings: Manager Jennings and CEO Block gave a summary of the situation with the "Butler" building; at this point it is not considered to be a dangerous building although the foundation issue remains unresolved and since there is no timeline attached to last years requirement for the owner to get a foundation designed by a registered engineer, that issue is likely to remain unresolved. The public has been concerned about the appearance of many buildings in town for years, but unless the Council wants to adopt a property maintenance ordinance the Town has no authority to deal with such properties.

DRAFT

Chairman McPike suggested we might be able to come up with a program using TIF funds for a low interest loan or a loan guarantee program that property owners in certain areas could use to fix up their buildings. Planner Cullen noted that the zoning also needs to be changed to alleviate some of the issues currently facing property owners. A straw poll of the Committee showed a majority in favor of having staff pursue the idea.

- c. Staff report: Planner Cullen noted that a grant application had been submitted for the public boat launch and improvements to Turtle Head Park. She also noted that after communications with Down East Magazine and with Bangor's Economic Development Director, staff will be discussing marketing on a regional basis with Bangor in the near future. Planner Cullen and CEO Block noted the status of recent development projects.
4. Old Business: None.
5. New Business: None.
6. Zoning Considerations/Discussion: Planner Cullen explained that since the statewide recount of Question 1 has been completed and confirmed the original passage of the Act, the state will be preparing their regulations over the next nine months or so. She suggested that moving forward with zoning amendments to address the five uses in the Act is the most productive way to move forward; a moratorium would not actually accomplish anything since nobody can legally open any retail marijuana establishment (any of the five uses) before the state completes their process and starts issuing licenses. Planner Cullen noted she will be attending a full day session by the MMA on February 28<sup>th</sup> to learn more about the issues related to retail marijuana. Councilor McAvoy requested that we find out what the relationship of licensed medical marijuana establishments is to the Act; whether there is anything in the Act that would allow medical marijuana businesses to automatically (or easily) switch to retail marijuana. Manager Jennings noted it would be best if we are proactive and know the direction the Council wants to go with this – prohibit all or some of the uses – and have our zoning ready before the state has started issuing licenses. A poll of the councilors showed all present (Councilor Sirois had left prior to this agenda item) were in agreement that retail stores and social clubs should be prohibited since they are not in the best interest of the town due to public safety concerns, but the other three uses – cultivation facility, marijuana products manufacturing facility, and testing facility – could be acceptable uses in the industrial districts and would bring in tax revenue.
7. Citizen Initiatives: Manager Jennings mentioned that the owner of the Antiques Mall was in the office today and discussed the issues with the zoning and expansion of business uses at the site with staff; we expect there to be amendments to address nonconformity issues as the zoning work moves forward.
8. Public Comments: None.
9. Committee Member Comments: None.
10. Adjournment: **Motion** to adjourn at 7:27 pm by Councilor Marble; seconded by Councilor McAvoy, carried 6/0/0.

Respectfully submitted by  
Karen Cullen, Town Planner

[BACK TO TOP](#)

DRAFT



Town of Hampden  
Land & Building Services

## Memorandum

To: Planning & Development Committee  
From: Karen M. Cullen, AICP, Town Planner *KMC*  
Date: January 12, 2017  
RE: Hampden Business Park Credit Enhancement Agreement

Attached please find several documents related to the Hampden Business Park Tax Increment Financing (TIF) work:

1. Email correspondence from Eric Stumpf of Rudman Winchell regarding the draft Credit Enhancement Agreement (CEA);
2. The draft Credit Enhancement Agreement; and
3. The draft public hearing notice.

Please note that the CEA is an integral part of the TIF and the public hearing will cover both.



Karen Cullen &lt;planner@hampdenmaine.gov&gt;

---

**Fwd: Sending: Hampden Business Park CEA (R1721634).DOC**

1 message

---

**Angus Jennings** <townmanager@hampdenmaine.gov>

Wed, Jan 11, 2017 at 5:46 PM

To: Karen Cullen &lt;planner@hampdenmaine.gov&gt;, "Kelly J. Karter" &lt;assessor@hampdenmaine.gov&gt;

——— Forwarded message ———

From: **Erik M. Stumpf** <estumpf@rudmanwinchell.com>

Date: Wed, Jan 11, 2017 at 5:09 PM

Subject: Sending: Hampden Business Park CEA (R1721634).DOC

To: Angus Jennings &lt;townmanager@hampdenmaine.gov&gt;

Cc: "Noreen G. Norton" &lt;nnorton@rudmanwinchell.com&gt;

Angus,

An initial draft of the credit enhancement agreement for the Hampden business park project is attached for review by Sargent and the Town.

I used the Dennis Paper and Food Service CEA as a base document for this agreement, albeit with substantial modifications. I did not use the Emera CEA, because that one included phasing provisions that are not applicable on this project.

If you compare the Dennis Paper CEA, I have eliminated Articles IX and X.

Article IX in the Dennis Paper TIF is a recapture provision that the Town of Hampden has fairly routinely included in its credit enhancement agreements, to make sure that a business assisted with a Town TIF does not pack up and leave a few years later. On the Hampden Business Park project however, the benefit to the Town is completion of the Business Park infrastructure, and that benefit will have been received in full by the Town prior to the start of any TIF reimbursements. Accordingly, it did not seem to me that a recapture provision would serve any real purpose.

Article X of the Dennis Paper CEA was a landowner consent provision, since that project was built on land leased by Dennis Paper from another party, University Club, LLC. That article would be inapplicable, or at least redundant, here, since it would have the Town signing the CEA in two capacities, as the municipal taxing authority and as the property owner. The Town's consent as landowner is necessarily implied by its signature as taxing authority. However, I have included language to clarify that Sargent will remain eligible to receive its annual CEA payments, if otherwise qualified, even if the lot concerned has been sold to a third party for development. Nothing in Maine's TIF statute requires CEA payments to be made solely to the then-assessed taxpayer, so long as CEA payments are used to defray or reimburse eligible project costs under the TIF statute. That would be the case here. However, I have included language giving Sargent the right to assign its CEA reimbursements to third party lot purchasers, if that is part of Sargent's sale terms.

There are additional changes throughout. I have added the 2014 Development Agreement as an exhibit, and I have included language that defers to that document in determining Sargent's eligibility for TIF reimbursements.

Please let me know if you or Sargent have any questions or concerns about the draft. My role in drafting this CEA is that "scrivener", based on the terms previously negotiated in 2014, when Rudman Winchell did not represent the Town as general counsel. If those terms are to be modified in any way, the Town and Sargent will need to reach agreement on the modifications directly, since I am unable to participate in negotiations for either side at this point, due to our firm having represented Sargent in 2014.

Erik

---

NOTICE:

This email and any files transmitted with it are confidential and intended solely for the use of the entity or individual to whom they are addressed, and may contain information that is privileged and/or exempt from discovery or disclosure under applicable law. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege. Unless expressly stated in this e-mail, nothing in this message or any attachment should be construed as a digital or electronic signature, a legal opinion, or establishing an attorney-client relationship. If you have received this email in error, please notify the system manager at [Admin@rudmanwinchell.com](mailto:Admin@rudmanwinchell.com) immediately and permanently delete or destroy the original and its attachments, along with any electronic or physical copies. Rudman Winchell cannot accept responsibility for the accuracy or completeness of this email as it has been transmitted over a public network. If you suspect that the email may have been tampered with, intercepted or amended, please notify the system manager.

—

Angus Jennings  
*Town Manager*

*Town of Hampden*  
*106 Western Avenue*  
*Hampden, ME 04444*  
*(207)-862-3034*  
[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town Business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.



**Hampden Business Park CEA (R1721634).DOC**

1792K

**APPENDIX 1 - CREDIT ENHANCEMENT AGREEMENT**

**HAMPDEN BUSINESS PARK OMNIBUS TIF  
CREDIT ENHANCEMENT AGREEMENT**

THIS CREDIT ENHANCEMENT AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2017, is made by and between the **Town of Hampden**, a municipal corporation organized and existing under the laws of the State of Maine (hereinafter the “Town”), **Sargent Corporation**, a business corporation organized and existing under the laws of the State of Maine; **SSR, LLC**, a limited liability company organized and existing under the laws of the State of Maine; and **SSR II, LLC**, a limited liability company organized and existing under the laws of the State of Maine (hereinafter collectively referred to as “Sargent”),

**WITNESSETH:**

WHEREAS, on or about April 24, 2014, the Town and Sargent entered into a certain Development Agreement for completion of infrastructure improvements in the Town-owned Hampden Business and Commerce Park (hereinafter the “Park”), a true copy of which Development Agreement is attached to this Credit Enhancement Agreement as **Exhibit A** (hereinafter the “Development Agreement”);

WHEREAS, as partial consideration for Sargent’s completion of infrastructure improvements in the Park, section II(5) of the Development Agreement obligates the Town to designate a development district and tax increment financing (TIF) district for the Park, and to enter into a credit enhancement agreement with Sargent with respect to certain lots in the Park as specified in the Development Agreement; and

WHEREAS, on February \_\_\_\_\_, 2017, the Town designated the Hampden Business Park Omnibus Municipal Development District and Tax Increment Financing District (hereinafter the “District”), consisting of lots 001, 002 and 004 through 038, including roads contained therein, as depicted on Map 10-B of the Town of Hampden Assessor’s tax maps, in accordance with Chapter 206 of Title 30-A, Maine Revised Statutes, as amended, by vote of the Hampden Town Council (the “Vote”); and

WHEREAS, on the same date, the Council adopted a development program and financial plan (the “Development Program”) for the District; and

WHEREAS, on the same date, the Council approved the execution and delivery of a credit enhancement agreement with Sargent; and

WHEREAS, the Town and Sargent desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program and in section II(5) of the Development Agreement;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows.

## **ARTICLE I DEFINITIONS**

Section 1.1 Definitions. For the purposes of this Credit Enhancement Agreement, the following terms shall have the meanings specified in herein unless the context clearing requires otherwise:

"Agreement" or "Credit Enhancement Agreement" shall mean this Credit Enhancement Agreement between the Town and Sargent.

"Assessment Date" means April 1<sup>st</sup> of each calendar year, the date fixed by Maine law for valuation and municipal tax liability with respect to the ensuing Tax Year.

"Captured Assessed Value" means that portion of the Increased Assessed Value that is annually retained within the District for the purpose of funding the District Development Program, as provided in the approved Development Program for the District. For the purposes of the District and this Credit Enhancement Agreement, Captured Assessed Value does not include the taxable value of personal property and equipment located within the District. As provided in the Financial Plan of the Development Program, the Captured Assessed Value shall be equal to one hundred percent (100%) of the Increased Assessed Value for each of the thirty (30) Tax Years beginning July 1, 2017 and ending June 30, 2047;

"Current Assessed Value" means the taxable value of all real estate located within the District as of the annual Assessment Date. For the purposes of the District and this Credit Enhancement Agreement, Current Assessed Value does not include the taxable value of personal property and equipment located within the District.

"Development Agreement" means the agreement between the Town and Sargent dated April 24, 2014, for completion of infrastructure improvements in the Hampden Business Park, a true copy of which is attached to this Credit Enhancement Agreement as **Exhibit A**.

"Development Program" means the development program for the District adopted by the Hampden Town Council on February \_\_\_\_\_, 2017.

"Development Program Fund" means the development program fund described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

"District" means the Hampden Business Park Omnibus Municipal Development District and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of

Title 30-A of the Maine Revised Statutes, as amended, adopted by the Hampden Town Council on February \_\_\_\_\_, 2017. The District consists of the property described in section II(A)(1) and Exhibit A-2 of the Development Program and depicted in **Exhibit B** to this Credit Enhancement Agreement.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Fiscal Year" (sometimes abbreviated "FY") means July 1 to June 30 each year or such other fiscal year as the Town may establish from time to time.

"Increased Assessed Value" means the amount, in any Tax year, by which the Current Assessed Value in the District exceeds the Original Assessed Value. If the Current Assessed Value within the District does not exceed the Original Assessed Value in any Tax Year, there is no Increased Assessed Value for that Tax Year.

"Original Assessed Value" means \$6,957,600.00, the assessed value of taxable real property and facilities located within the District, excluding taxable personal property and equipment, as of March 31, 2016 (= April 1, 2015).

"Project" means Sargent's completion of infrastructure development within the Park in accordance with the Development Agreement and as described in section I(A) of the Development Plan.

"Project Cost Account" means the Project Cost Account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article IV hereof.

"Property Taxes" means any and all ad valorem property taxes in excess of any county, state or special district taxes, levied, charged or assessed against real estate and facilities located in the District by the Town or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Retained Tax Increment Revenues" means, in each Tax Year this Agreement remains in effect, the amount Property Taxes assessed and collected with respect to the Captured Assessed Value in the District pursuant to the terms of the Development Program, for the purpose of funding the Development Program.

"Retained Tax Increment Revenues – Developer's Share" means, in each Tax Year that this Agreement remains in effect, the percentages of Retained Tax Increment Revenues to be returned to Sargent in accordance with this Credit Enhancement Agreement, for the purpose of defraying the Developer's costs of developing and building the Project, which may include Sargent's financing costs.

As provided in section II(5) of the Development Agreement, "Retained Tax Increment Revenues – Developer's Share" shall consist of fifty percent (50%) of the Retained Tax Increment Revenues for Lots 1, 5, 7, and 11 through 38 as depicted in the final subdivision plan for the Hampden Business and Commerce Park, as amended, as referenced in the first recital of the Development Agreement; said Lots also being designated as Tax Map 10-B, Lots 001, 005, 007, 011, etc. in the Hampden Assessor's tax maps. Payment of Retained Tax Increment Revenues – Developer's Share to Sargent shall be for the periods, and subject to the prior conditions, set out in section II(5) of the Development Agreement.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the Town against Real Estate located in the District are due and payable or are actually paid..

"Tax Year" means the Town's annual July 1<sup>st</sup> through June 30<sup>th</sup> fiscal year.

Section 1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Except as expressly provided herein, and except in regard to the District approval dates and effective dates as provided in the Development Agreement, nothing in this Credit Enhancement Agreement shall be deemed to alter, modify or excuse performance of Sargent's or the Town's obligations under the Development Agreement. In the event of any ambiguity in the provisions of this Credit Enhancement Agreement relating to annual payments of tax increment revenues by the Town to the Sargent, the provisions concerned shall be construed in a manner consistent with the terms and conditions of the Development Agreement and specifically section II(5) thereof.

(e) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(f) All notices to be given hereunder shall be given in writing and, unless a certain

number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

## **ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

Section 2.1 Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Hampden Business Park Omnibus Municipal Development District and Tax Increment Financing District Development Program Fund" (the "Development Program Fund") pursuant to, and in accordance with, the terms and conditions of the Development Program and Development Agreement. The Development Program Fund shall consist of a single Project Cost Account, which shall include a Developer Project Cost Sub-account and a Town Project Cost Sub-account.

Section 2.2 Deposits into Development Program Fund. The Town shall deposit into the Developer Project Cost Sub-account of the Development Program Fund within ten (10) days after each payment of Property Taxes with respect to Real Estate located in the District, an amount equal to that portion thereof constituting Retained Tax Increment Revenues - Developer's Share for the period to which the payment relates. The Town shall allocate the amounts so deposited to fund fully and pay the payments due to Sargent under section II(5) of the Development Agreement and Article III of this Credit Enhancement Agreement, both past due, if any, and coming due within the following 12 months. After payment by the Town of the amount(s) due to Sargent for each fiscal year, any revenue resulting from the investment of monies in the Developer Project Cost Sub-account that remains in the Sub-account at the end of the applicable fiscal year shall be transferred by the Town to the Town Project Cost Sub-account.

Section 2.3 Use of Monies in Developer Project Cost Sub-account. Monies deposited in the Developer Project Cost Sub-account shall be used and applied exclusively to fund the Town's payment obligations described in Article III hereof.

Section 2.4 Monies Held in Trust. All monies required to be deposited with or paid into the Developer Project Cost Sub-account of Development Program Fund to fund payments to Sargent under the provisions hereof and the provisions of the Development Program, but excluding any investment earnings thereon, shall be held by the Town in trust, for the benefit of Sargent.

Section 2.5 Investments. The monies in the Developer Project Cost Sub-account not immediately paid to Sargent shall be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such

account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer Project Cost Sub-account.

Section 2.6 Liens. The Town shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Sub-account of the Development Program Fund or any funds therein, other than the interest granted to Sargent hereunder in and to the amounts on deposit.

### **ARTICLE III PAYMENT OBLIGATIONS**

Section 3.1 Credit Enhancement Payments. The Town agrees to pay to Sargent within thirty (30) days following each Tax Payment Date all amounts then on deposit in the Developer Project Cost Sub-account, excluding earnings thereon; provided however, that all payments made hereunder shall be used only to pay Sargent's Project Costs directly or to reimburse Sargent for payment of Project Costs (including payment or reimbursement of debt service on indebtedness incurred to finance such Project Costs).

Such reimbursement payments shall be made by the Town in each Tax Year beginning with the Tax Year starting July 1, 2017 and ending with at the conclusion of the Tax Year ending June 30, 2047. The Town shall make all such payments with respect to the District to Sargent, its successors and assigns. The obligation of the Town to make such payments shall be a limited obligation payable solely out of monies actually on deposit in the Developer Project Cost Sub-account of the Development Program Fund and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

Section 3.2 Failure to Make Payment. In the event the Town should fail to or be unable to make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year as a limited obligation of the Town under the terms and conditions hereinafter set forth until the unpaid amount shall have been fully paid. In the event of such default by the Town, Sargent shall also have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit all Retained Tax Increment Revenues – Developer's Share to the Developer project Cost Sub-account of the Development Program Fund and to make payments to Sargent.

Section 3.3 Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to Sargent in the manner provided hereinabove for its own use and benefit.

Section 3.3A Developer's Payment Obligations. Sargent agrees that during the term of this Agreement it shall pay, when due, all amounts lawfully assessed by the Town against

Sargent as Property Taxes against Real Estate located in the District. Notwithstanding this obligation, the parties acknowledge that the intention of the parties' Development Agreement is that the Town shall continue to hold title to all unbuilt lots in the park until such time as they are sold to a third party or Sargent exercises its option to purchase the lot(s) concerned in accordance with the Development Agreement. Accordingly, Sargent shall become liable for payment of Property Taxes only with respect to those lots as to which it has exercised its option to purchase and has taken title from the Town, and continues to hold title as of April 1<sup>st</sup> prior to the Tax Year concerned.

If otherwise eligible to receive tax reimbursements with respect to any lot under the Development Agreement and this Credit Enhancement Agreement, Sargent shall not lose its eligibility on account of payment of the underlying property taxes by a third party purchaser of the lot(s) concerned. Provided, however, that Sargent may assign its right to receive tax reimbursements as to any lot to a third party purchaser of that lot, as an inducement to sale and development of the lot concerned, as provided in Article VII below.

In the event that Sargent or a third party purchaser of the lot concerned shall fail, for any reason, to pay the full amount of any such lawful Property Tax assessment when due, amounts actually paid by Sargent or such third party shall be applied as follows:

First, to payment of Property Taxes assessed against that portion of Real Estate located in the District constituting the Original Assessed Value of the District;

Second, to payment the Town's portion of Retained Tax Increment Revenues on Real Estate located in the District; and

Third, to payment of Retained Tax Increment Revenues – Developer's Share.

Section 3.3B Property Tax Valuation Appeals. Nothing in this Agreement shall be deemed to waive Sargent's right to appeal the Town's valuation or assessment of Real Estate or other Property located in the District and assessed against Sargent for tax purposes, in the same manner as provided by law for assessment and valuation appeals. Provided however, that in the event of a successful valuation appeal with respect to Real Estate located in the District, all amounts due to Sargent under this Agreement as property tax reimbursements shall be based upon the final valuation and tax amount actually paid for the Tax Year concerned, as determined through the appeals process.

Section 3.4 Obligations Unconditional. Except as directly provided herein, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against Sargent. Except as otherwise expressly provided herein, the Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United

States, the State of Maine or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Development Program.

Section 3.5 Limited Obligation. The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the Developer Project Cost Sub-account of the Development Program Fund, pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from Retained Tax Increment Revenues – Developer's Share payable to Sargent hereunder, whether or not actually deposited into the Developer Project Cost Sub-account of the Development Program Fund. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Project and the pledge of the Retained Tax Increment Revenues, and earnings thereon, established under this Agreement.

Section 3.7 Indemnity. Sargent agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees harmless from and against any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim or illegality or invalidity of the Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation in this Agreement or the Development Program. Provided, however, that these indemnification provisions shall apply only to matters directly related to the validity of this Agreement or to the validity of payments to Sargent by the Town in accordance with this Agreement.

#### **ARTICLE IV PLEDGE AND SECURITY INTEREST**

Section 4.1 Pledge of Developer Project Cost Sub-account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Sargent by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to Sargent the Developer Project Cost Sub-account of the Development Program Fund to the extent of Sargent's rights under this Agreement to receive funds from such Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2 Perfection of Interest. The Town shall cooperate with Sargent in causing appropriate financing statements and continuation statements naming Sargent as pledge of all amounts from time to time on deposit in the Developer Project Cost Sub-account of the

Development Program Fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

Section 4.3 Further Instruments. The Town shall, upon the reasonable request of Sargent, at Sargent's sole expense, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall impose any obligation or expense on the Town additional to the obligations and expenses contained elsewhere herein or constitute a pledge of the credit of the Town.

Section 4.4 No Disposition of Developer Project Cost Sub-account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer Project Cost Sub-account of the Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5 Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund shall at all reasonable times be open to inspection by Sargent, its agents and employees.

## **ARTICLE V DEFAULTS AND REMEDIES**

Section 5.1 Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

- (a) any failure by the Town to pay any amounts due to Sargent when the same shall become due and payable;
- (b) any failure by the Town to make deposits into the Development Program Fund and/or the Project Cost Account as and when due;
- (c) any failure by the Town or Sargent to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Sargent to be observed or performed, provided, however, that failure of Sargent to pay Property Taxes when due shall not constitute an event of default hereunder; or
- (d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or

for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in banking dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps:

- (a) The non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and
- (b) Dennis Paper & Food Services shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3 Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or Dennis Paper & Food Services herein contained, the defaulting party shall, on demand thereof, pay to the non-defaulting party the reasonable costs and expenses so incurred by the non-defaulting party.

Section 5.5 Waiver of Sovereign Immunity. The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken by Sargent, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to Sargent entering into this Agreement and continuing its pursuit of the Project.

## **ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the payment of all amounts due to Sargent hereunder and the performance of all obligations on the part of the Town and Sargent hereunder.

Section 6.2 Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to Sargent hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the Town and Sargent shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

## **ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST**

Section 7.1 Consent to Collateral Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of Sargent to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on Sargent to make such assignment or pledge. Recognizing this intention, the Town hereby consents and agrees to the pledge and assignment of any or all of Sargent's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Sargent hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. For this purpose, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledge or assignee, including without limitation, recognition of the pledge or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledge and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

The Town further consents to an assignment by Sargent of its right to receive tax reimbursements under this Agreement with respect to any particular lot or lots, to a third party purchaser or developer, as an inducement to said third party's purchase or development of the lot

or lots concerned, and subject to all provisions of the Development Agreement and this Credit Enhancement Agreement concerning eligibility for such tax reimbursement payments.

Section 7.2 Other Assignments.

- (a) Except to the extent provided in section 7.1, Sargent shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, without the consent of the Town, which consent may be withheld at the sole discretion of the Town.
- (b) Prior to giving consent to any proposed assignment, the Town must receive documentation in form and substance satisfactory to it, that the proposed assignee accepts and agrees to be bound by the terms and conditions of this Agreement.

**ARTICLE VIII  
MISCELLANEOUS**

Section 8.1 Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2 Parties in Interest. Except as otherwise expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the Town, University Club and Dennis Paper & Food Services any right, remedy or claim; it being intended that this Agreement shall be for the sole and exclusive benefit of the Town, Sargent and their respective successors and assigns.

Section 8.3 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the Town. No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices. All notices, certificates, requests, requisitions or other communications by the Town or Sargent pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

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

If to Sargent:

[Insert contact information for notices]

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.9 Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10 Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledge from time to time of Sargent's right, title and interest herein.

Section 8.11 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and Sargent hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Sargent's property for purposes of ad valorem property

taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.12. Development Agreement. The Development Agreement (Exhibit A), Development Program and Financial Plan for the District as approved by the Town shall be deemed to be part of and incorporated in this Agreement. Provided however, that in the event of any conflict between this Agreement and the Development Program or Financial Plan, the Development Agreement and this Agreement shall control, to the extent permitted by law, over any such inconsistent provisions of the Development Program or Financial Plan.

Section 8.13 Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, written or oral, between the Town and Sargent relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Town and Sargent have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

TOWN OF HAMPDEN

---

---

By: Angus Jennings  
Its: Town Manager

SARGENT CORPORATION  
SSR, LLC  
SSR II, LLC

---

---

By:  
President, Sargent Corporation  
Managing Member, SR, LLC  
Managing Member, SR II, LLC

[BACK TO TOP](#)

DRAFT

**NOTICE OF PUBLIC HEARING  
TOWN OF HAMPDEN MAINE  
Regarding**

**A Municipal Tax Increment Financing Development Program for the District Known as  
the “Hampden Business Park Omnibus Municipal Development and Tax Increment  
Financing District”**

Notice is hereby given that the Hampden Town Council will hold a public hearing on

**Date**  
**at the**  
**Council Chambers, Hampden, Maine,**  
**The Public Hearing will be at 7:00 p.m.**

The purpose of the public hearing is to receive public comments on the designation of the proposed Hampden Business Park Omnibus Municipal Development and Tax Increment Financing District (the “District”), the Development Program and Financial Plan for said District, and a proposed credit enhancement agreement with the Developer, Sargent Corporation, all pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The proposed Municipal Development and Tax Increment Financing District consists of approximately 130 acres of property located on Route 202, known as the Hampden Business Park and identified on Town Tax Map Map 10-B, Lots 001, 002, and 004-038; including the roads contained therein.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time. Verbal and written comments received prior to the close of the public hearing will be included in the public hearing record.



Town of Hampden  
Land & Building Services

Memorandum

To: Planning & Development Committee  
From: Karen M. Cullen, AICP, Town Planner *KMC*  
Date: January 13, 2017  
RE: Correspondence regarding MRC Water Supply

Attached you will find several pieces of correspondence regarding the ongoing water supply issues related to the MRC infrastructure responsibilities to serve the Fiberight facility off of Coldbrook Road.

1. Memo from Woodard & Curran (as consulting engineers to the Hampden Water District) to the HWD dated January 12, 2017 regarding Evaluation of the MRC/Fiberight Facility Water Demand;
2. Memo from Woodard & Curran to the HWD dated January 5, 2012 regarding MRC/Fiberight Capacity Analysis – Rate Analysis; and
3. Email correspondence from Woodard & Curran to the HWD dated January 13, 2012 regarding the proposed cost allocation of the Route 202 pump station.

As you know, the Hampden Water District Board will meet next Thursday, January 19, at 4 PM to review these matters; the Board's agenda is also attached. Please note that Town Manager Jennings received confirmation earlier today from the Water Board Chairman that the location of the meeting will be at the Town Offices – not at the Water District – in order to accommodate anticipated attendance. The attached agenda has been or will be re-posted by the Water District with the correct location.

We also received confirmation today from the MRC Executive Director that the January 25 MRC Board meeting agenda will include the following three items:

- Report on status of reaching agreement with the Hampden Water District with regard to a main extension to serve the MRC/Fiberight facility and other future system users.
- Report on Interim Access Road and Partial Utility Construction Phase 1 and discussion on the status of moving forward with Access Road and Utility Construction Completion Phase 2.

- Discussion with Town of Hampden with regard to finalizing the scope and route of the infrastructure necessary to serve the Fiberight facility and the timing and issuance of a local building permit to commence construction of the facility in 2017.

As you know, each of these items has been an area of focus discussed at prior P&D meetings. The Town Manager and other personnel as needed will participate in the upcoming HWD Board meeting and the MRC Board meeting as we continue to work toward positive resolution.

Hampden Water District  
Board of Directors Meeting  
**January 19, 2016**  
Meeting will be held at the Hampden Water District Office  
AT 4:00 P.M.

**Meeting called to order at:**

**Public Comment:**

**For Action:**

1. Swear in Lauren Swalec (Re-elected for 3 year term)
2. Elect Officers
3. Vote on Trustee Compensation
4. Approve and Accept 2017 Budget
5. Vote to assign location and pipe specification for future waterline to serve MRC/Fiberight Facility.
6. Minutes of December 2016 Board Meeting
7. Check Register and Reconciliation Report for December 2016
8. Any Other Action Items

**For Discussion:**

1. Review 2016 Budget
2. Fiberight/ MRC Facility Update / 202 Pump Station Upgrade
  - a. Chapter 65 Waiver
3. Emergency Backup Well - HWD Site
4. Water Quality
5. Executive Session Pursuant to 1 M.R.S.A §405(6)(A)
6. Any Other Discussion



## MEMORANDUM

TO: Jamie Holyoke, Hampden Water District  
CC: Nathan McLaughlin, P.E., Woodard & Curran  
FROM: Kyle Corbeil, P.E., Woodard & Curran  
DATE: January 12, 2017  
RE: Evaluation of the MRC/Fiberight Facility Water Demand

---

The purpose of this memorandum is to review the impact of the projected MRC/Fiberight facility water demands on the Hampden Water District (HWD) distribution system, pump station, and tank operation and make recommendations for system modifications necessary to maintain adequate service.

### MRC/Fiberight Facility Demands

The District was provided with estimates for water consumption at the new facility in January 2016 for initial evaluation of the system. These are summarized below:

- Steady State Operation: 50-300 gpm, 250 gpm average
- Maintenance Fills: 275 gpm for 8 hours
- First Fill: 81 gpm for 30 days

The MRC/Fiberight Facility demands were subsequently revised and provided in December 2016. We have used these demands for our evaluation and have summarized them below:

- Steady State Operation: 30-100 gpm, 60 gpm average on 24-hour, 7-day per week basis
- Maintenance Fills: 100 gpm for 15 hours
- First Fill: 50 gpm for 30 days

Fiberight representatives have stated that domestic usage is included in these estimates according to the following shift breakdown:

- 0.5 gpm for 12-hour day shift
- 0.15 gpm for 12-hour night shift

No fire suppression allocation was provided to date, although Fiberight representatives have indicated that some or all of this demand will utilize onsite storage.

In order to evaluate the estimated demands, we are making the following assumptions to evaluate 24-hour Maximum Day Demand (MDD) impacts when pumping and storage systems are most stressed as well as longer term Average Day Demand (ADD) impacts such as water age and tank set point controls.

- MRC/Fiberight Facility Maximum Day Demand (MDD): 100 gpm with 24/7 operation (144,000)
- MRC/Fiberight Facility Average Day Demand (ADD): 60 gpm with 24/7 operation (86,400 gpd)



## Coldbrook Road and Access Road Development Demands

As the MRC/Fiberight Facility Site Plan includes a water main extension along Coldbrook Road and **connections for new commercial/industrial lots along the facility's access road**, we have incorporated estimated demands related to this concurrent development. We expect that while the initial water use may be limited to only the MRC/Fiberight facility, a number of new service connections will occur along the development corridor. We have estimated the ADD for this development based on factoring expected sewer volume and current water usage information. The MDD is calculated based on using the existing ADD:MDD ratio of approximately 1.7.

The following is a summary of the additional demand due to concurrent development along Coldbrook Road and the MRC/Fiberight Facility access road.

- Other Development ADD: 40 gpm 24/7 operation (58,700 gpd)
- Other Development MDD: 68 gpm 24/7 operation (97,920 gpd)

## Projected Maximum Day Demand for Design Basis

The Maximum Day Demand is typically used as the design scenario for water distribution system storage and pumping improvements in the HWD system.

We reviewed the most current water use projections for the HWD contained in the 2010 Comprehensive Plan. The 2030 MDD that was presented in the 2010 Comprehensive Plan was divided into two categories. Domestic (existing residential and commercial accounts) water use at MDD conditions was projected at 0.51 MGD, indicating that average use in these accounts does not significantly increase in the planning period. Industrial water use was estimated separately and was expected to see a significant increase as existing industrial areas were developed, such as Ammo Industrial Park and the Hampden Business Park. The 2030 MDD Industrial Demand was estimated as 0.383 MGD. Combining the two, the total 2030 MDD was estimated at 0.890 MGD.

The MRC/Fiberight Facility and concurrent development along Coldbrook Road and the access road is expected to generate approximately 0.242 MGD in additional demand, which is approximately 63% of the projected industrial water use. Given the additional industrial areas available in Hampden (i.e. Ammo Industrial Park and Hampden Business Park), we feel that it is prudent to plan for at least the 2030 MDD capacity of 0.890 MGD.

As a design basis for this evaluation, the total water use for projected MDD conditions, including the MRC/Fiberight Facility, additional demand from concurrent development, and an allocation for other expected development within the Comprehensive Plan planning period incorporates the following demands:

- 0.51 MGD Domestic Use (354 gpm)
- 0.144 MGD MRC/Fiberight Facility Demand (100 gpm)
- 0.098 MGD Concurrent Coldbrook Road and Access Road Development Demand (68 gpm)
- 0.138 MGD Comprehensive Plan Projected Industrial Demand (96 gpm)
- Total Projected MDD = 0.890 MGD (618 gpm)



Please note that the Projected MDD does not include water use attributed to emergency conditions such as fire demands and main breaks. Operational conditions that result in short-term high-demand conditions, i.e. flushing, are also not included. Fire flow capacity, discussed later in this report, is evaluated in addition the Projected MDD.

### Hydraulic Model Results for Current Maximum Day Demand

The design MDD for the current system is 0.51 MGD per the 2010 Comprehensive Plan.

The existing HWD system uses either the Main Road PS (Pump Station #1) or the Route 202 PS (Pump Station #2) during normal operation and are controlled based on the water level in the Ballfield Tank (750,000-gallon storage tank). The pump stations do not typically run concurrently without operator intervention. The Kennebec Road Tank (370,000-gallon storage tank) water level is monitored, but is generally not used for pump station control.

We evaluated the current MDD conditions with regard to the existing pump station and control configuration for its ability to maintain the water level in the storage tanks and maintain adequate pressure.

Figure 1: Current MDD Tank HGL with Route 202 Active

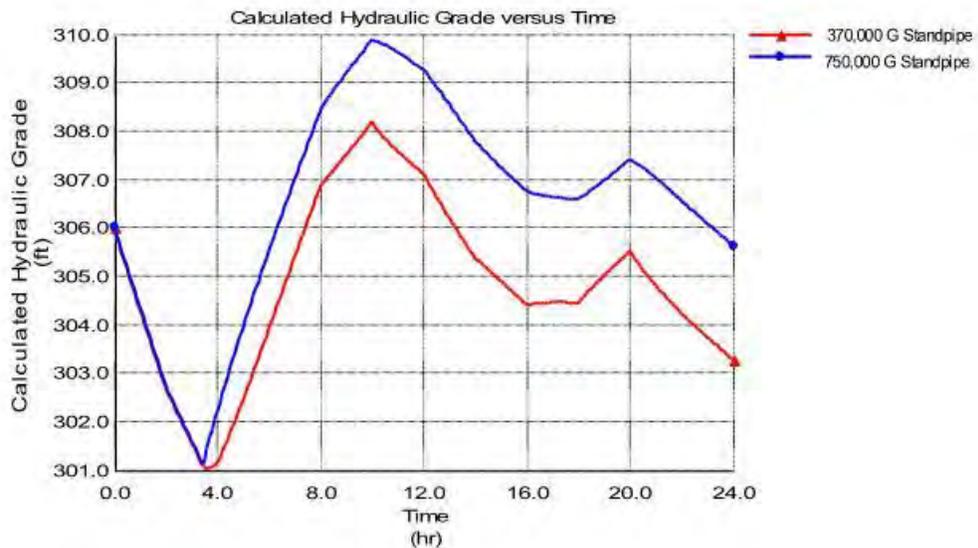
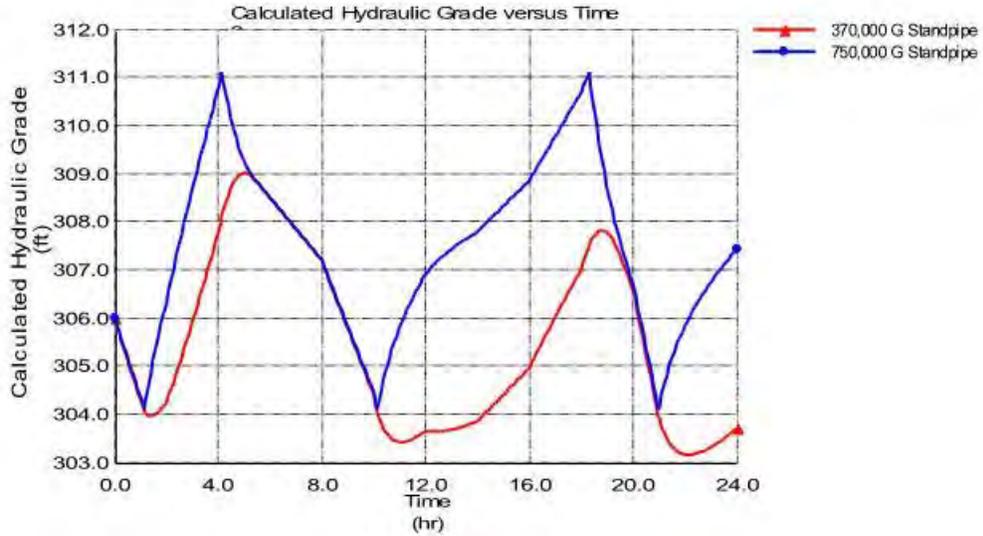




Figure 2: Current MDD Tank HGL with Main Rd Active



As the figures above show, the existing pump system adequately maintains water level in both storage tanks during MDD conditions. It is important to maintain a minimum HGL of 304 feet (tank level of 62 feet) in order to maintain at least 30 psi in the water main along Kennebec Road between Mayo Road and Main Road South.

We also evaluated pressure and pipe velocity and did not find any restrictions.

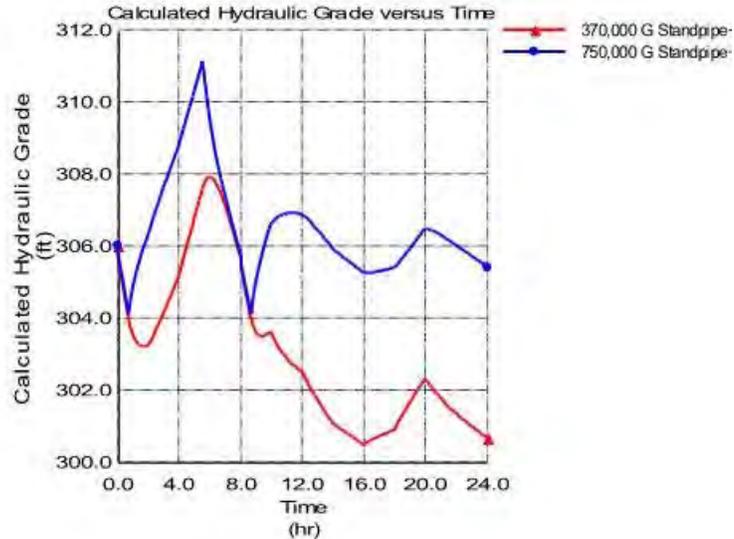
#### Hydraulic Model Results for Current MDD Plus MRC/Fiberight and Concurrent Development

We evaluated the effect of adding the MRC/Fiberight Facility and concurrent development demand to the current HWD MDD of 0.51 MGD, for a total MDD of 0.752 MGD.

This represents a relatively near-term condition with the MRC/Fiberight Facility online and some of the expected development in place, but not the Total Projected Demand determined for a Design Basis.



Figure 3: Current MDD Plus MRC/Fiberight and Concurrent Development Tank HGL with Main Road PS Active



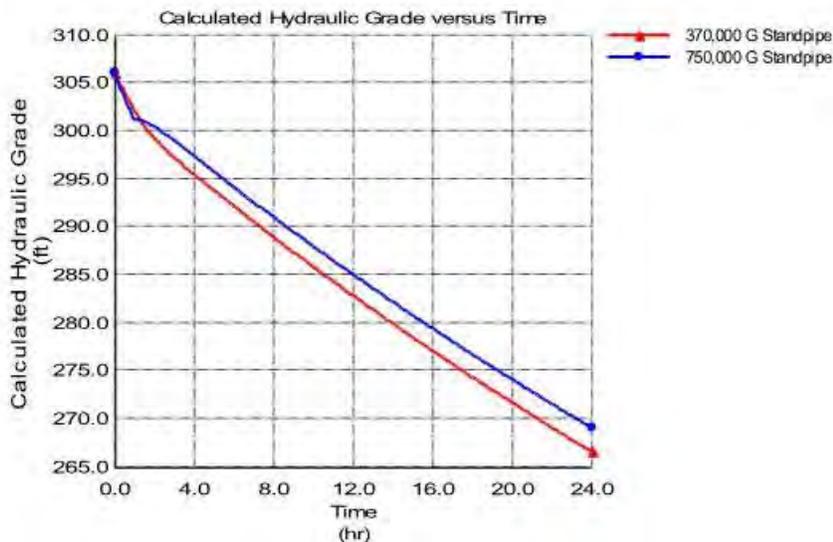
As Figure 3 above shows, the existing pump system does not adequately maintain the tank water levels. In particular, the Kennebec Road Tank level falls below the minimum operational HGL of 304 feet.

#### Hydraulic Model Results for Design Basis Total Projected MDD

We used the Total Projected MDD discussed previously to evaluate impacts on the system as it is currently configured.

The hydraulic model results show that the use of a single pump station is not adequate for the additional demand. The figure below shows the rapid drop in tank level when only one pump at Route 202 pump station is used. The results of using the Main Road PS are similar.

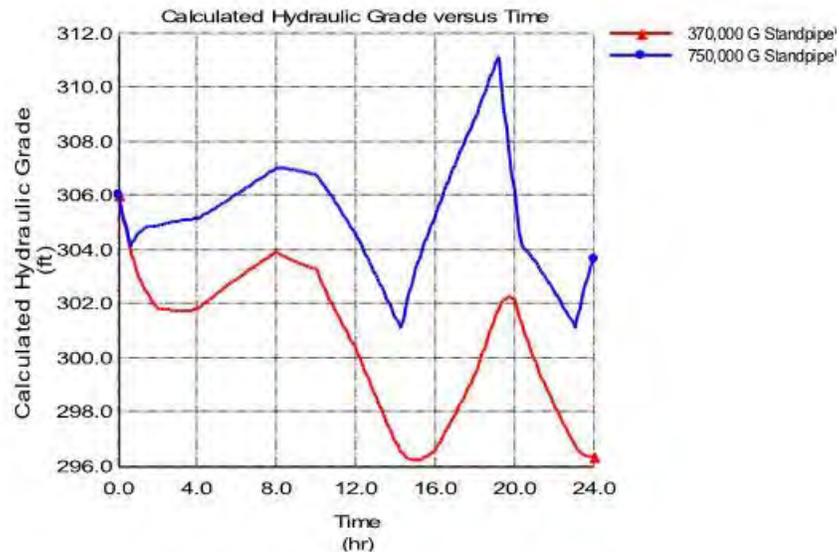
Figure 4: Projected MDD Tank HGL with Route 202 Active





We evaluated a scenario using both pump stations in operation to maximize the existing pumping system capacity. As the Figure 5 below shows, the water level in both dropped well below the required HGL of 304 feet and could not be maintained. The water level dropped within 2-3 hours, indicating that the tank storage was depleted quickly. As discussed previously, this HGL is not adequate and causes a section of water main on Kennebec Road to fall below 30 psi.

Figure 5: Projected MDD Tank HGL with Both Pump Stations Active



Reliance on the use of both pump stations presents an issue with regard to both source and pumping redundancy. Currently, neither pump station has permanent backup power. They are both equipped with connections for a portable generator, but are unable to automatically operate in the event of a power outage.

To date, there has been adequate storage volume to allow for short-term outages prior to restoring service. It appears that the additional projected demand will no longer allow for this contingency.

### Improvement Options

The hydraulic model indicates that the existing pumping configuration is not adequate to maintain storage and pressure in the distribution system. The typical pumping rate range and average capacity of the HWD pump stations are summarized below:

- Main Road North PS:
  - 450-500 gpm, 480 gpm average with one pump
  - Up to 600 gpm with two pumps
- Route 202 PS: 375-425 gpm, average 400 gpm

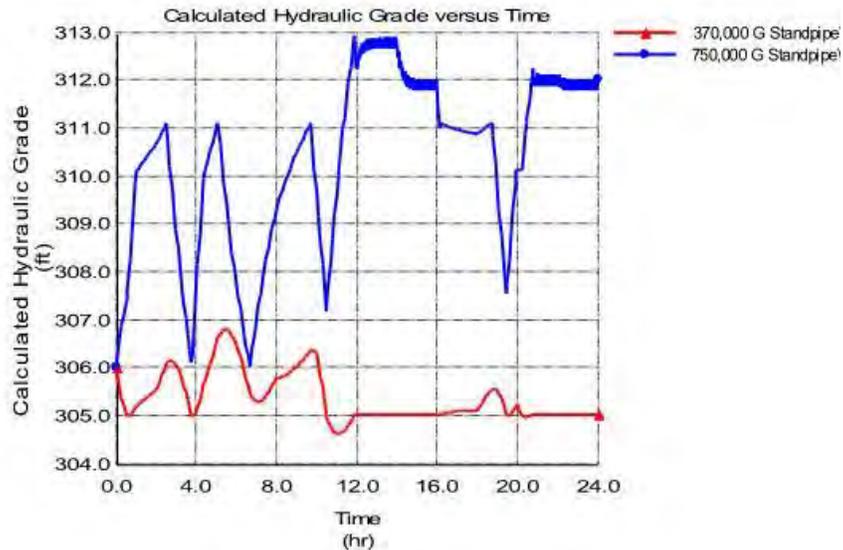
**The pumping capacity of the Main Road PS is limited by a section of Bangor Water District 8" cast iron water main on Main Street.** The hydraulic model incorporates this limitation by modeling that section of water main with a C-value of 50, compared to new pipe C-value of 130 to indicate severe hydraulic restriction, based on an investigation of pumping conditions conducted in 2010 by W&C, HWD, and BWD.



Replacement of the installed pumps is not considered feasible due to upstream pressure limitations and significant increase in operating costs associated with this option.

We evaluated replacement of this section of water main with new 12" main, which improves the maximum capacity of the Main Road PS to approximately 1,100 gpm with the existing pumps, excepting any other restrictions in the BWD distribution system. The controls for the Main Road PS also required modification to allow level set point control for both tanks instead of just the Ballfield Tank.

Figure 6: Projected MDD Tank HGL with Main Road PS Water Main & Controls Improvements



As Figure 6 above shows, the Main Road PS, with improvements, is able to maintain tank levels. However, the Kennebec Road Tank, being the furthest from the source of supply, appears to be maintained only just above the minimum set point maintained by the pump station controls. It appears to be necessary to maintain a high level in the Ballfield Road Tank in order to maintain water level in the Kennebec Road Tank during the highest demand period.

We evaluated increasing the capacity of the Route 202 PS. The PS currently has two installed pumps for 100% redundancy, so the use of both pumps would result in a condition no pumping redundancy. **Figure 6 shows the effect of the addition of a “lag” pump. It appears to increase the Route 202 PS to approximately 800 gpm, supported by the Bangor Water District Perry Road PS on the suction side.** While this hydraulic model includes the Perry Road PS, it does not fully account for the BWD distribution system or other BWD system conditions, i.e. PERC facility in Orrington or the lack of permanent emergency backup power. Please see the attached letter from Rick Pershken at BWD regarding the known Perry Road Pump Station limitations.



Figure 7: Projected MDD Tank HGL with Route 202 PS Improvements

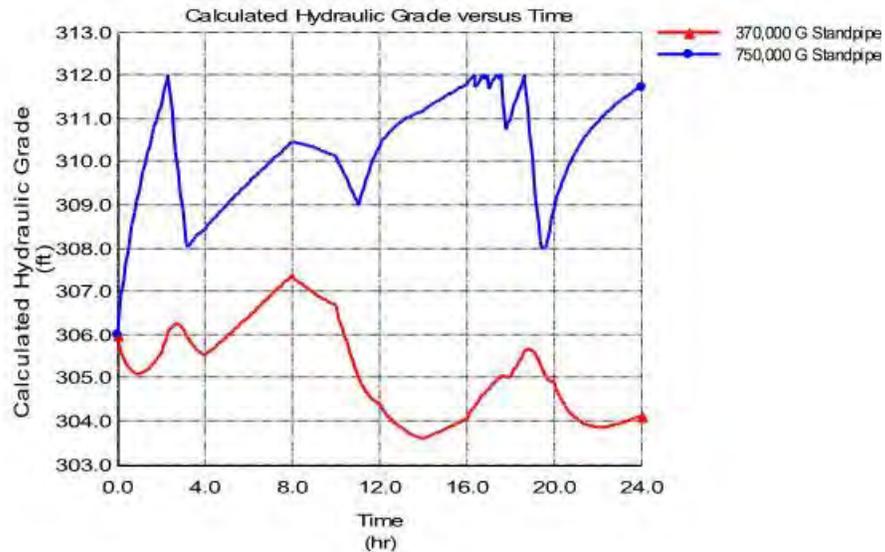
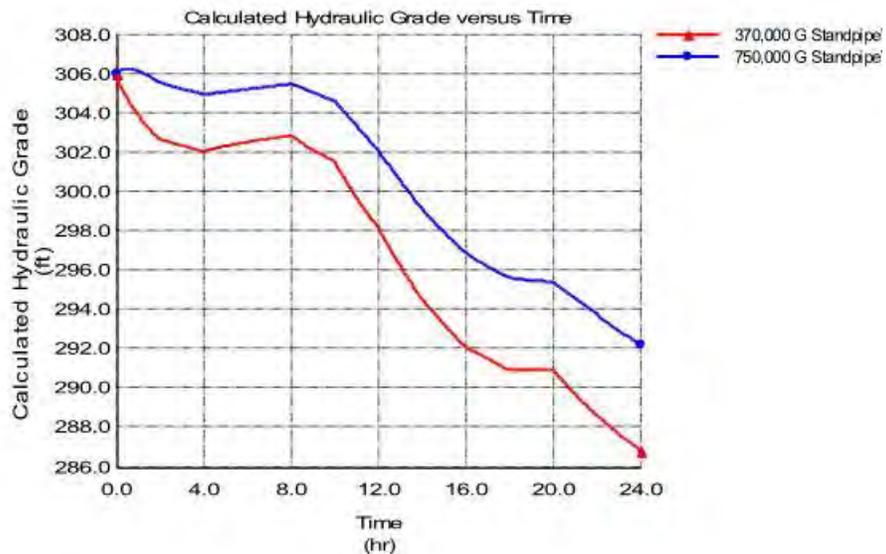


Figure 8 below shows the effect of the Perry Road Pump Station being offline for 24 hours, limiting the Route 202 PS capacity to approximately 400 gpm, even with two pumps running. Tank levels cannot be maintained under this condition due to inadequate pump flow rate.

Figure 8: Projected MDD Tank HGL with Route 202 PS Improvements, Perry Road PS Offline



We recommend that any improvements to the HWD system include coordination with BWD to ensure that capacity increases are adequately addressed.

### Fire Flow Capacity

We reviewed fire flow capacity under the Projected MDD condition to aid in determination of the water main size along Coldbrook Road and the MRC/Fiberight Access Road.



The use of 8" diameter water main results in an approximate available fire flow capacity of approximately 700 gpm along the access road and 600 gpm at the MRC/Fiberight Facility. We do not find this to be adequate for the type of development expected along this corridor.

Increasing the water main size to 12" diameter significantly improves the estimated fire flow capacity to approximately 2,010 gpm along the access road and 1,790 gpm at the MRC/Fiberight Facility. We find this to be adequate for the type of development expected along this corridor and current service level elsewhere in the distribution system.

The water main extension is expected to be approximately 5,800 feet in length along Cold Brook Road and 4,400 feet in length along the Access Road, for a total length of 10,300 feet (1.95 miles). This extended length without looping creates a significant "dead-end" condition where the detention time of water in the main (a.k.a. water age) could be excessive. Assuming the use of Class 52 ductile iron pipe with a nominal inside diameter of 12.46", the water main holds approximately 6.33 gallons per foot of length and 65,200 gallons total. At the stated MRC/Fiberight Facility ADD of 60 gpm, the anticipated detention time in the 12" diameter main is approximately 18 hours.

This does not significantly add to the average water age within the HWD system, which exceeds 300 hours in the storage tanks. However, if demand is significantly less than the stated values or is offline for extended periods, water age in the extension will increase significantly and may require regular flushing to maintain water quality.

#### Summary of Hydraulic Model Findings

The following summarizes the findings from our review of the hydraulic model and potential improvements:

1. The HWD can serve their current demands with one pump station online. Source and pumping redundancy is maintained with this arrangement.
2. Additional pumping capacity appears to be necessary at each HWD pump station to support the MRC/Fiberight Facility demand and maintain source and pumping redundancy.
3. **The capacity of Main Road North PS continues to be limited by the 8" cast iron main on Main Street connecting it to the BWD system and increasing pump size is not feasible.**
4. The capacity of the Route 202 PS is limited by pump size and upstream BWD system conditions.
5. Estimated fire flow capacity is adequate provided the use of 12" diameter water main extending from Route 202 to the MRC/Fiberight Facility.

#### Improvement Recommendations

We have presented recommendations below regarding improvements to the HWD system that this hydraulic model evaluation shows will result in adequate capacity and redundancy for projected demands.

Main Road North Pump Station:

1. **The preferred solution to the 8" diameter cast iron main restriction is to replace or rehabilitate the BWD Main Street water main and remove hydraulic restrictions.**
  - a. **We recommend replacement with a 12" diameter main to maximize capacity and efficiency.**



- b. Pump capacity is adequate for Projected MDD with the existing pump system provided the BWD supply main is upgraded. The pump capacity cannot be significantly increased without upstream water main improvements.
- c. We recommend that the SCADA system utilize control set points for both tanks to ensure adequate level maintenance under all conditions.
- d. This is expected to improve operating efficiency and reduce HWD operating costs for current conditions.

#### Route 202 Pump Station:

1. We recommend a review of BWD Perry Road PS capacity and existing water use commitments to determine the maximum pumping capacity allowable by the HWD at the Route 202 PS.
  - a. It appears that design capacity of 800-900 gpm appears feasible after initial evaluation assuming that other BWD demands do not exceed the Perry Road PS capacity.
  - b. We recommend pursuing the installation of permanent backup power at the BWD Perry Road Pump Station and any other necessary improvements to ensure that system pressure is maintained at the HWD Route 202 PS.
2. We recommend that the HWD increase the Route 202 PS capacity with a pump upgrade:
  - a. We recommend **the installation of a third pump to operate in "Lead/Lag" mode for maximum efficiency.**
  - b. We recommend that the SCADA system utilize control set points for both tanks to ensure adequate level maintenance under all conditions.
  - c. We recommend that permanent backup power be installed at the Route 202 PS to ensure that pump capacity is maintained at all times.
  - d. We recommend upgrade of the chemical feed and instrumentation systems in conjunction with the pump capacity increase.

#### Other Considerations:

1. The pump station improvements proposed require direct coordination and cooperation with the Bangor Water District to implement. We recommend that the HWD begin discussions related to these improvements to fully develop the scope of impacts and necessary agreements.
2. The additional system demand appears to necessitate reliable SCADA communications between the water storage tanks, pump stations, and District office. Not all of these sites currently incorporate permanent automatic backup power systems. We recommend that all facilities incorporate backup power as necessary to ensure that communications are maintained during outages to effectively maintain water level and system pressure in the distribution system.



January 5, 2017

Jamie Holyoke, Superintendent  
Hampden Water District  
PO Box 218  
Hampden, ME 04444

Re: MRC/Fiberight Capacity Analysis – Rate Analysis

Dear Jamie:

Existing System

At the time that the 2010 Comprehensive System Plan was developed in early 2010, the Hampden Water District served approximately 1,688 customers and provided fire protection through 188 hydrants and 38 miles of distribution main. In 2009, the District supplied more than 98 million gallons of water to District customers.

Since 2010, the number of customers the District services increased to a total of 1,769 accounts, with 1,641 residential accounts and 128 commercial accounts. The table below summarizes the changes in account totals from 1999 to 2016.

Table 1: District Accounts Summary

Classification	Total Number of Customers		
	1999	2009	2016
Residential	1,500	1554	1641
Commercial	128	134	128
Industrial	0	0	0
<b>Total</b>	<b>1628</b>	<b>1688</b>	<b>1769</b>

Since the 2010 Comprehensive System Plan was developed, the number of residential customers has increased by 87, but it is reasonable to assume at that the total residential demand has not increased at the same rate due to a number of factors, especially system efficiency.

Through communication with the District the current annual revenue from the existing 1,769 accounts is \$1,372,793.

Proposed MRC/Fiberight Demand

MRC/Fiberight has provided the following table in December 2016 for planning purposes to aid the District in predicting the water demand of the facility. Please note that the previous water use estimates provided in December 2015 are no longer reflective of the MRC/Fiberight design conditions and was not evaluated.



Table 2: MRC/Fiberight Projected Water Use

Maine Water Requirements Summary (140K TPY)					
First Fill					
	Total Volume	Fill Time (Days)	GPD	GPH	GPM
	2,150,000	30	71,667	2,986	50
Maintenance Fills (Possible 3-4 times per year)					
	Total Volume	Fill Time (Hours)	GPD	GPH	GPM
	90,000	15.0	N/A	6,000	100
Steady State Operation					
Minimum GPD	Average GPD	Maximum GPD	Minimum <sup>1</sup> GPM	Average GPM	Maximum <sup>2</sup> GPM
40,000	80,000	130,000	30	60	100

Note 1: At times minimum flow can be 0 GPM.

Note 2: Max. flow does not include fire fighting requirement. Any additional short term fire water requirements can be taken from existing tankage.

In Table 2, Steady State Operation reflects the typical range of water use once the facility is online. The First Fill condition is expected to represent the startup phase and Maintenance Fills are short-term conditions expected to occur periodically during routine maintenance operations. The Steady State Operation condition represents the expected daily water use as a volume range between 40,000 GPD to 130,000 GPD, which is the estimated water use over a 24-hour period. Instantaneous flow values given in GPM are also provided as the expected rate of water use at any given time. According to Fiberight representatives, the Average GPD value is the typical estimated demand for daily operations, while the Maximum and Minimum GPD are expected to be short-term occurrences. The water presented in Table 2 does not include fire suppression uses, which may increase the short-term demand for water in emergency situations. **MRC/Fiberight plans to consult with the Maine State Fire Marshal's office later in the design process regarding the required capacity for firefighting capability.** However, it is typical in industrial applications to have a separate fire service supply that is separately metered and reserved for emergency use.

According to the Fiberight representative, the water use presented in Table 2 accounts for both process and domestic usage. Fiberight has estimated the average daily domestic usage is 500 GPD occurring over two 12-hour shifts, meaning 79,500 GPD is used as process water. It is estimated that this domestic demand is present regardless of the operational state of the facility, depending on staffing requirements.

### Revenue Evaluation

The HWD billing structure for water use consists of a minimum fee based on meter size and usage volume allowance, then assesses a flat rate for additional use above the set volume allowance. For the range of water use volume and flow rates presented by Fiberight, **we are recommending either a 2" or a 3" Sensus Model C2 meter, consistent with the District's standard.** Below we have summarized what the District can expect for additional annual revenue for each meter size and considering the range of projected water usage:



Table 3: 2-inch Sensus OMNI C2 Meter

Annual Revenue			
Revenue Source	Minimum	Average	Maximum
Minimum Fee	\$ 2,021.68	\$ 2,021.68	\$ 2,021.68
Additional Usage	\$100,188.59	\$202,296.40	\$329,864.00
<b>Total</b>	<b>\$102,210.27</b>	<b>\$204,318.08</b>	<b>\$331,885.68</b>

Table 4: 3-inch Sensus OMNI C2 Meter

Annual Revenue			
Revenue Source	Minimum	Average	Maximum
Minimum Fee	\$ 2,210.00	\$ 2,210.00	\$ 2,210.00
Additional Usage	\$ 98,305.80	\$200,413.60	\$327,981.00
<b>Total</b>	<b>\$100,515.80</b>	<b>\$202,623.60</b>	<b>\$330,191.00</b>

MRC/Fiberight estimates the average daily water usage will be 80,000 gallons (10,695 cubic feet per day). The District provides the option for quarterly billing, so the estimated demand equates to approximately 976,000 cubic feet per quarter on average. For a 2” meter this demand would bring the Districts annual revenue from \$1,372,793 to \$1,577,111 and for the 3” meter revenue would increase to \$1,575,416, under average operating conditions.

Initial meter costs as well as service set-up costs would be the responsibility of the MRC/Fiberight Facility in accordance with the Hampden Water Districts Terms and Conditions.

If you require additional information or have any questions regarding this memo, please contact me at 207-945-5105 or [nmclaughlin@woodardcurran.com](mailto:nmclaughlin@woodardcurran.com). Once again, we appreciate this opportunity to work with you and the District.

Sincerely,

WOODARD & CURRAN

Nathan T. McLaughlin, P.E.  
Project Manager

NTM/JCM/eap

PN: 213322.00

[BACK TO TOP](#)



Angus Jennings &lt;townmanager@hampdenmaine.gov&gt;

---

## HWD - Rt. 202 Booster Station Upgrade - Concept Design & Cost Estimate

1 message

---

**Nate McLaughlin** <nmclaughlin@woodardcurran.com>

Fri, Jan 13, 2017 at 5:53 AM

To: Jamie Holyoke <Jholyoke@tds.net>, Angus Jennings <townmanager@hampdenmaine.gov>, "chip@barharbormaine.gov" <chip@barharbormaine.gov>, "Katie R. Foster" <krfoster@rudmanwinchell.com>, Travis Noyes <tnoyes@ces-maine.com>, "Lynn E. Brochu" <lbrochu@rudmanwinchell.com>, "Edmond J. Bearor" <ebearor@rudmanwinchell.com>, "glounder@mrcmaine.org" <glounder@mrcmaine.org>, Sean Currier <publicworks@hampdenmaine.gov>, Karen Cullen <planner@hampdenmaine.gov>  
Cc: Kyle Corbeil <kcorbeil@woodardcurran.com>, "John.Quesnel@hampdenwaterdistrict.org" <John.Quesnel@hampdenwaterdistrict.org>

Attached are several files containing the conceptual level design of the upgraded Rt. 202 booster station and the cost estimate that became of the basis of the 2017 DWSRF application submitted back in September 2016. This cost estimate will need to be updated as the project's scope of work is finalized and after we complete a preliminary design effort. For planning purposes it is intended to be used to support the discussion regarding allocation of cost sharing between the Hampden Water District and MRC.

In summary, the allocation of cost was approached to consider 4 main project elements: increased pumping capacity, chemical addition to provide corrosion control and chloramine reformation, SCADA upgrades, and emergency stand-by power generation. Within the cost estimate, line items related to increased pumping capacity (pumps and piping) are allocated to the MRC and line items related to chemical addition and SCADA upgrades are allocated to the HWD. Because a building addition is needed to support the addition of the new pumps and chemical addition equipment, the cost of the structure, building support system and ground work were allocated as a split cost (50/50) between the HWD and MRC. The cost of a stand-by generator was allocated to the MRC in consideration that the Fiberight process is a 24-hour operation that would be forced to shut-down if water service was interrupted during an extended power outage.

Final cost allocation in terms of dollars applied to the project by each entity will be determined at the completion of the construction phase when the final contract value is known. This project will be publicly bid with interested General Contractors after the final design is complete, therefore the attached cost estimate should only be used as a tool to establish expectations for individual or shared responsibility of each line item. We will structure the bid form to look very similar to this estimate and the agreed upon division of cost will be applied to the final Contractor pay application to determine the reimbursement amount owed to the HWD by MRC when the project is complete.

One particular item to note: when this estimate was created, additional pumping capacity was proposed to only satisfy the additional demand of the Fiberight facility. Since that time, new demand data has been provided and W&C's evaluation of that data (forwarded to the group on 1/12/17) suggested that the Town also consider build-out conditions in the distribution system beyond the areas served by the MRC water main extension. When the basis of design pumping capacity is finalized, we will recommend that the cost allocation of the pumping upgrade line items are split proportionally between HWD and MRC depending on how much of demand is predicted for the Fiberight/access road development and how much demand is predicted for system build-out beyond the limits of the Fiberight/access road.

Please review and let me know if there are any questions or comments. A formal reimbursement agreement between the HWD and MRC still needs to be put in place, but this estimate will largely become the technical basis for how the costs are shared once any necessary revisions are made and both parties are in agreement with the cost allocation structure. I suspect there will be addition discussion with the HWD Trustees regarding this information at the meeting on 1/19.

Nate

Nathan McLaughlin, P.E.

Woodard & Curran, Inc.

One Merchants Plaza, Suite 501

Bangor, ME 04401

Office: [207-945-5105](tel:207-945-5105)

Mobile: [207-745-2314](tel:207-745-2314)

---

**3 attachments**



**2016.08.31 Route 202 PS Upgrade Cost Estimate Apportioned.pdf**

46K



**21332200-FIG1.pdf**

117K



**21332200-FIG2.pdf**

88K



**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

One Merchants Plaza | Suite 501  
Bangor, Maine 04401  
www.woodardcurran.com

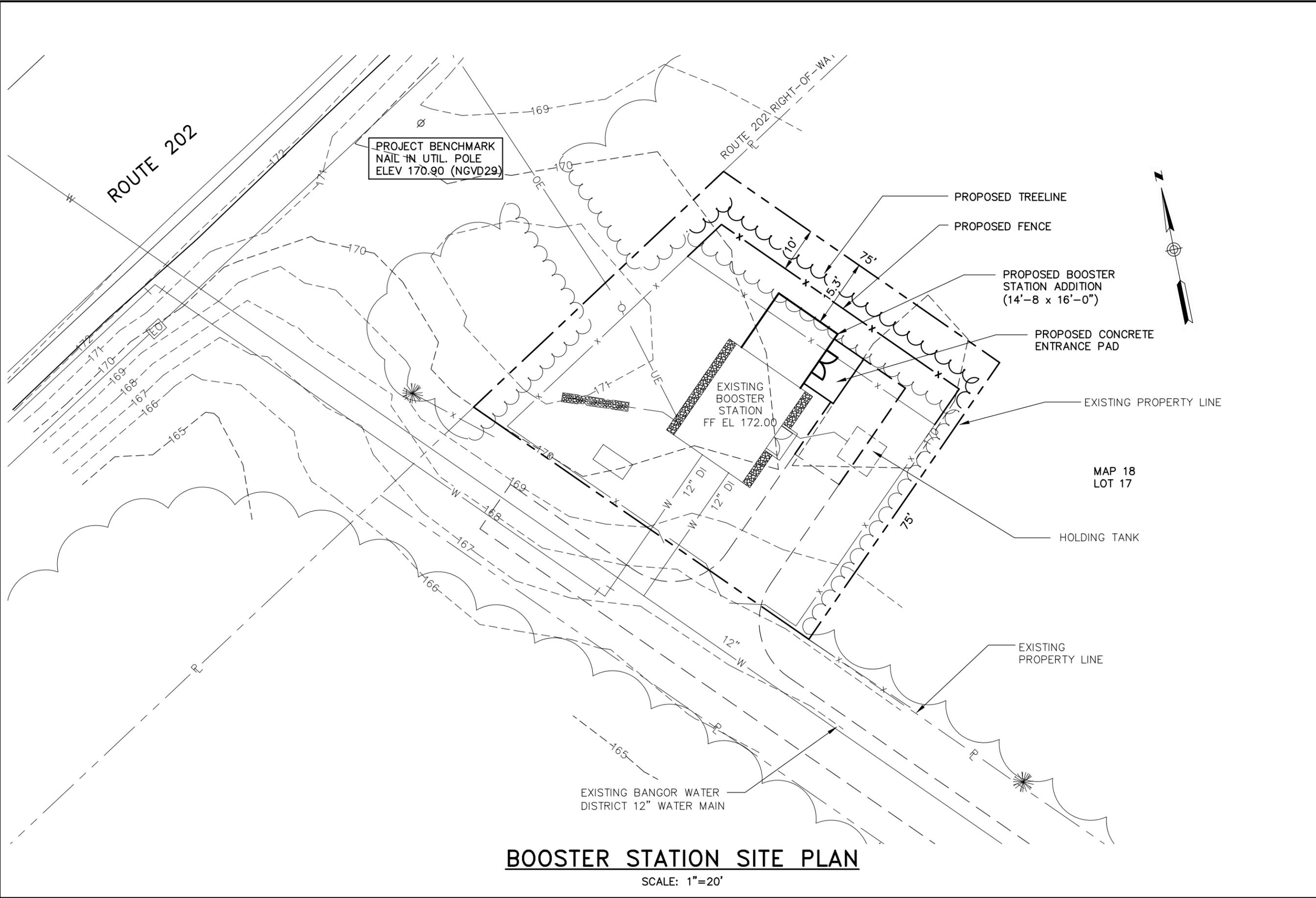
T 800.564.2333  
T 207.945.5105  
F 207.945.5492

**Hampden Water District - Route 202 PS Capacity Upgrade  
Budgetary Opinion of Probable Cost  
July 2016**

No.	Description	Unit	Quantity	Unit Price	HWD Cost	MRC Cost
1	Administration/Mobilization	LS	1	\$19,000	\$9,500	\$9,500
2	Site Work					
2A	Excavation	EA	1	\$10,000	\$5,000	\$5,000
2B	Fence Relocation	LF	70	\$50	\$1,750	\$1,750
2C	Bollards	EA	4	\$1,000	\$2,000	\$2,000
3	Building Improvements					
3A	14'-8" x 16' Addition	SF	240	\$275	\$33,000	\$33,000
3B	Chemical Unloading Dock	CY	9	\$400	\$3,600	\$0
3C	Chemical Feed Systems	LS	1	\$30,000	\$30,000	\$0
3D	Pumps, Motors & VFDs	EA	3	\$25,000	\$0	\$75,000
3E	Interior Piping & Valves	LS	1	\$10,500	\$0	\$10,500
3F	Misc (pump pads, demo, painting)	LS	1	\$9,000	\$4,500	\$4,500
4	Electrical, Instrumentation & Controls	LS	1	\$25,000	\$12,500	\$12,500
5	SCADA Upgrades	LS	1	\$25,000	\$25,000	\$0
6	Heating & Ventilation	LS	1	\$15,000	\$7,500	\$7,500
7	Standby Emergency Generator	LS	1	\$85,000	\$0	\$85,000
	<b>SUBTOTAL</b>				<b>\$134,350</b>	<b>\$246,250</b>

<b>Contingency (20% of Subtotal)</b>	<b>\$26,870</b>	<b>\$49,250</b>
<b>Engineering Design &amp; Permitting (10% of Subtotal)</b>	<b>\$13,435</b>	<b>\$24,625</b>
<b>Construction Administration &amp; Inspection (10% of Subtotal)</b>	<b>\$13,435</b>	<b>\$24,625</b>
<b>TOTAL:</b>	<b>\$174,655</b>	<b>\$320,125</b>

\\woodardcurran.net\shares\Projects\213322 Hampden WD - General Engineering Services\WRC\WRC Fiber\Bright Facility\CAD Drawings\Figures\21332200-U001.dwg



# BOOSTER STATION SITE PLAN

SCALE: 1"=20'

One Merchants Plaza, Suite 501  
Bangor, Maine 04401  
800.564.2333 | www.woodardcurran.com



WOODARD & CURRAN  
COMMITMENT & INTEGRITY DRIVE RESULTS

## BOOSTER STATION SITE PLAN

DESIGNED BY: NTM  
CHECKED BY: NTM  
DRAWN BY: JDE  
21332200-U001.dwg

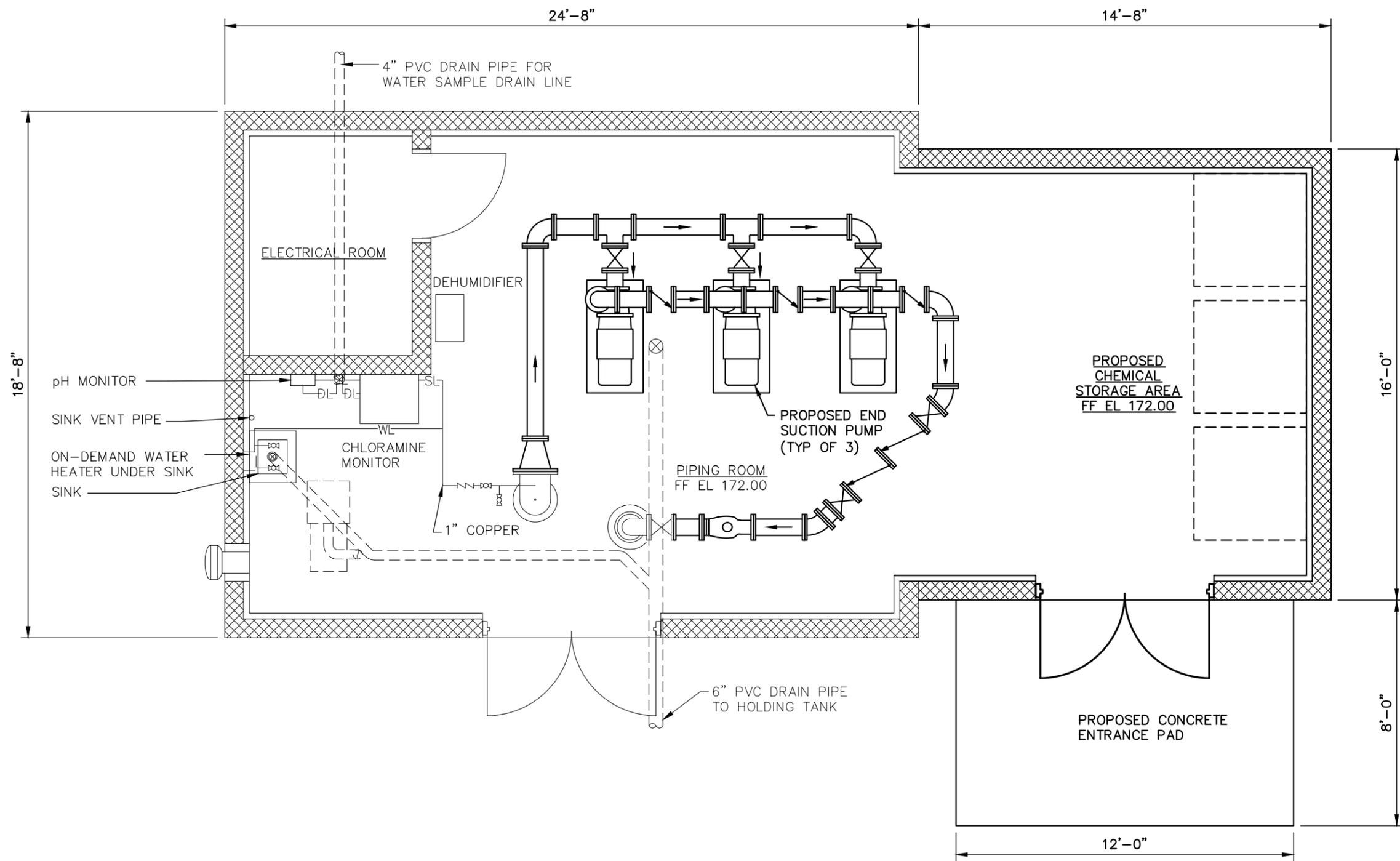
HAMPDEN WATER DISTRICT  
HAMPDEN, MAINE

ROUTE 202 BOOSTER STATION  
CAPACITY INCREASE

JOB NO: 213322.00  
DATE: JUNE, 2016  
SCALE: 1"=20'

FIGURE 1

\\woodardcurran.net\shares\Projects\213322 Hampden WD - General Engineering Services\WRC\Fiberight\_Facility\CAD Drawings\Figures\21332200-U002.dwg



# BOOSTER STATION PROCESS PIPING PLAN

SCALE: 1/4"=1'-0"

HAMPDEN WATER DISTRICT  
HAMPDEN, MAINE

ROUTE 202 BOOSTER STATION  
CAPACITY INCREASE

JOB NO: 213322.00  
DATE: JUNE, 2016  
SCALE: 1/4"=1'-0"

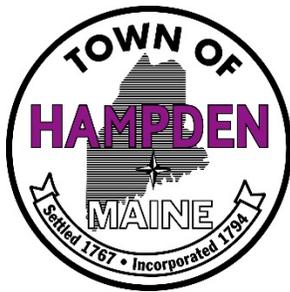
FIGURE 2

## BOOSTER STATION PROCESS PIPING PLAN

DESIGNED BY: NTM  
DRAWN BY: JDE  
CHECKED BY: NTM  
21332200-U002.dwg



One Merchants Plaza, Suite 501  
Bangor, Maine 04401  
800.564.2333 | www.woodardcurran.com  
COMMITMENT & INTEGRITY DRIVE RESULTS



Town of Hampden  
Land & Building Services

## Memorandum

To: Planning Development Committee  
 From: Karen M. Cullen, AICP, Town Planner *KMC*  
 Date: January 11, 2017  
 RE: Amendments to Zoning, Shoreland Zoning, and Other Related Regulatory Issues

This table provides a status report on various regulatory amendments staff has worked on but have yet to be adopted. It is listed in general order of recommended action.

Topic	Ord, Section(s)	Status/Comments
Accessory apartments	ZO, New §4.25	To be drafted; need to ensure consistency with two-family residential
Home occupations	ZO, 4.10	OC to review on 1/17/2017
Flexibility in parking, buffer, and signage standards	ZO, 4.7, 4.8	To be drafted. Policy intent is to provide flexibility for parking requirements, bufferyards, and signage restrictions.
Shoreland Zoning	SZO	Review drafted edits for consistency with state guidelines and ensure no errors in draft.
Use table	ZO, New section	Undergoing edits
Dimensional table	ZO, New section	To be drafted
Article 3, Districts	ZO	To be drafted (reformat with use and dimensional table; rework "special district regulations")
Retail marijuana	ZO, Unknown	To be drafted. Policy intent is to prohibit retail stores and social clubs and potentially allow product manufacture, cultivation, and testing.
Medical marijuana	ZO, 4.24	Edits to be drafted to make consistent with state law (distance to schools, etc.)
Town center	ZO, Various	To be drafted after policy direction set; some amendments being done above will advance town center redevelopment
Filling, Grading, & Stockpiling and Gravel extraction	ZO 4.9, 4.23	Policy intent: repeal 2007 amendments (retain amendments needed for consistency with statute)
Housekeeping edits	ZO, Various	Numerous relatively minor amendments throughout the Zoning Ordinance to address inconsistencies and things that make no sense; e.g. Conditional Lot Dimensions (flag lots).
Recodification	All	Staff recommendation: hold off until significant amendments to various ordinances adopted.



Town of Hampden  
Land & Building Services

Memorandum

To: Planning & Development Committee  
From: Karen M. Cullen, AICP, Town Planner *KME*  
Date: January 12, 2017  
RE: Zoning Amendment – Home Occupations

The Planning Board's Ordinance Committee will be meeting on Tuesday January 17, 2017 at 6:30 pm in the conference room to discuss the zoning amendment regarding home occupations. In preparation for the possibility that they complete their review that night, I have put this item on the agenda for P&D.

The last time the P&D Committee discussed this you had two additional modifications to the draft, which have been made and appear in the attached version 3. Please note that the last page of this attachment is a listing of the various modifications that have been made to this new section since we began the discussions last fall.

Proposed Home Occupation language:

- 4.10 Use of Residence for Business Purposes. There are three categories of businesses (including professions and trades) that may be conducted in or at a residence (dwelling) as an accessory use: a home business, a customary home occupation, and a home based contractor.
- 4.10.1 Home Business — A business, profession, or trade which is conducted by a resident of the premises entirely within the residence or an accessory building, and does not involve more than occasional business vehicular traffic to the property. Examples include but are not limited to artists, desktop publishers, software developers, craftsmen, contractors who only operate an office at the home, and people who work at home and conduct business by mail or electronic communication (including employees who telecommute). Home businesses are subject to the provisions of §4.10.4 and §4.10.5 below.
- 4.10.2 Customary Home Occupation — A business, profession, or trade which is conducted by a resident of the premises entirely within the residence or an accessory building, and involves an increase in traffic for clients, customers, patients, associates, or employees. Examples include but are not limited to lawyers, accountants, beauticians, professional consultants (such as mental health, design, and real estate), and small retail businesses not exceeding 300 square feet GFA. Customary Home Occupations are subject to the provisions of sections 4.10.4 and 4.10.6 below.
- 4.10.3 Home Based Contractor — A business which is conducted by a resident of the premises accessory to a residential use, but not entirely enclosed within the residence or one or more accessory buildings. Examples include but are not limited to building, plumbing, electrical, cabinetry, landscaping, and other similar contractors who perform their work off-site but use the residence as a base of operations including an office and small scale storage of equipment and materials. This category is meant to serve the needs of small businesses with limited space needs, with the expectation that once the business has grown to a larger size it will be moved to a more appropriate location in a commercial or industrial district. Home Based Contractors are subject to the provisions of sections 4.10.4 and 4.10.7 below.
- 4.10.4 General Requirements.
- 4.10.4.1 The activity must be operated by residents of the dwelling unit.
- 4.10.4.2 The activity must be clearly incidental and secondary to the primary use of the premises as a residence.
- 4.10.4.3 There shall be no window displays or other features not normally associated with residential use.
- 4.10.4.4 If carried on within the principal residential structure, the activity shall not occupy more than thirty (30%) percent of the floor area. If carried on within an accessory structure the total floor area dedicated to the business use shall not exceed fifty (50%) percent of the total finished floor area of the principal residential structure.

- 4.10.4.5 The activity shall not cause sound, noise, odors, dust, gas, fumes, smoke, light or other dangerous emissions discernable or detectable from beyond the property line of the subject property, beyond that which is normally associated with residential use. In addition, no business activity shall be allowed which creates a fire hazard to the premises or neighboring premises or which creates electrical interference such that it causes visual or audible interference in any radio or television receivers off the premises. The applicant shall demonstrate that the proposed business activity will not interfere with the peaceful use and enjoyment of residential properties located in the area of the proposed use.
- 4.10.4.6 No commercial vehicles in excess of 34,000 pounds gross vehicle weight (GVW) shall be used for the delivery of products, foods, or materials to and from the premises.
- 4.10.4.7 A permit shall be granted to the property (i.e. it shall “run with the land”); however the permit granting authority shall have the option to set a condition restricting the permit to the applicant or landowner in certain cases when appropriate.
- 4.10.4.8 Approved permits shall be recorded at the Penobscot County Registry of Deeds within 30 days of issuance or prior to any related building permit being issued.
- 4.10.5 Home businesses are permitted in all zoning districts without need for a special permit, but must conform to the following provisions in addition to those listed in section 4.10.4 above:
  - 4.10.5.1 The business must be conducted entirely within the residence or an accessory building.
  - 4.10.5.2 The activity must not change the character of the premises or surrounding neighborhood.
  - 4.10.5.3 No non-resident employees are permitted on site.
  - 4.10.5.4 There shall be no exterior display of products, no exterior storage of materials or equipment used solely for the business, no exterior parking of business vehicles or equipment, and no other variation from the residential character of the premises other than a sign in conformance with §4.8, Signs. This section shall not prohibit the exterior parking of personal vehicles or equipment (not used for the business).
  - 4.10.5.5 The business shall not generate traffic that is inconsistent with the traffic associated with a residential use, either in quantity or type.
- 4.10.6 Customary Home Occupations are permitted in all zoning districts by conditional use permit, if in compliance with the following provisions in addition to those listed in section 4.10.4 above:
  - 4.10.6.1 The business must be conducted entirely within the residence or an accessory building.
  - 4.10.6.2 Not more than two non-resident people shall be employed in the business at the site.

- 4.10.6.3 There shall be no exterior display of products, no exterior storage of materials or equipment used solely for the business, no exterior parking of business vehicles or equipment, and no other variation from the residential character of the premises other than a sign in conformance with §4.8, Signs. This section shall not prohibit the exterior parking of personal vehicles or equipment (not used for the business).
- 4.10.6.4 No home occupation shall be approved or allowed to operate if it generates more than twenty (20) auto trips by customer/clients in any one day.
- 4.10.6.5 The business shall not necessitate more than four parking spaces for clients, customers, patients, non-resident employees, or other business related demands. Required parking must be accommodated off-street, and new parking areas must be screened from the view of abutters and from public ways (streets or pedestrian ways) utilizing vegetation, fencing, and/or topography. To the extent practical, parking areas should be located at the side or rear of the residence or accessory buildings.
- 4.10.6.6 No commercial vehicles in excess of 34,000 pounds gross vehicle weight (GVW) shall be used for the delivery of products, foods, or materials to and from the premises.
- 4.10.7 Home Based Contractors are permitted by conditional use permit, if in compliance with the following provisions in addition to those listed in section 4.10.4 above:
- 4.10.7.1 The parcel on which the business is operated is within the Rural district.
- 4.10.7.2 The parcel must be a minimum of two acres in size.
- 4.10.7.3 Not more than eight vehicles associated with the business (maximum of four construction equipment such as loader/backhoe, skidder, etc.) shall be parked at the site at any given time, including employee vehicles and construction vehicles, but excluding personal vehicles not typically used for the operation of the business.
- 4.10.7.4 The activities related to the business may be conducted in part outdoors, but all such activities, equipment, and storage shall be substantially and permanently screened from the view of abutters and from public ways by buffers such as vegetation, fences, and/or topography.
- 4.10.7.5 No more than 25% of the parcel, exclusive of areas covered by buildings, shall be used for business activities, including outdoor storage or parking.
- 4.10.7.6 The total square footage of buildings used for storage or garaging of vehicles or equipment associated with the business shall be no greater than 2,000 square feet. This shall not be construed to mean that a greater number of vehicles may be parked at the site than is permitted above.
- 4.10.7.7 The Planning Board shall take into consideration the road network serving the proposed business location in regard to safety of the residents of the vicinity and the types of vehicles to be used by the business, including delivery trucks, and the projected number of trips to and from the site each day.

#### 4.10.8 Application Procedure

- 4.10.8.1 Applicants for a Home Business shall submit a request to the Land & Building Services office on the form provided, for review by the Code Enforcement Officer. If the he/she determines that the proposed business meets the criteria of this category, then he/she shall sign the form stating that the proposed home business does not require approval under sections 4.10.6 or 4.10.7 (i.e. a conditional use permit is not required).
- 4.10.8.2 Applicants for a Customary Home Occupation or a Home Based Contractor shall submit an application for a conditional use permit to the Land & Building Services office. A sketch plan as described in section 4.1 shall be submitted along with the application form.
- 4.10.8.3 Applicants shall demonstrate that they have adequate right, title and interest in a property in order to apply for a Home Business, Customary Home Occupation, or Home Based Contractor.
- 4.10.8.4 Conditions Necessary for Approval of Customary Home Occupation or Home Based Contractor. If in the judgment of the Planning Board additional improvements or safeguards are necessary in order to make a proposed business safe, sanitary or less intrusive in a neighborhood the Board may place conditions on the approval that further limit the operation of the business, provide for screening or buffer yards, or improve traffic safety. (Amended: 03-21-05)

#### 4.10.9 Previously Approved Home Occupations

- 4.10.9.1 If additions or alterations have been constructed or are proposed for construction to residences or accessory buildings, which in the opinion of the Code Enforcement Officer significantly alter a Planning Board approved Home Occupation, the Code Enforcement Officer shall require that the owner of the home occupation seek a new permit from the Planning Board. In order to determine if the alterations or additions alter the approved Home Occupation the Code Enforcement Officer shall review the municipal documents on file including the minutes of the Board meeting at which the Home Occupation was approved. (Amended: 03-21-05)

[end]

---

The following changes were made from version 1:

- Moved truck size limitation to just home businesses and customary home occupations (i.e. doesn't apply to home based contractors).
- Increased allowable truck size to 34,000 lbs GVW (two axle weight limit in Maine and on interstate highways).
- Deleted sign provisions as they are in section 4.8 (same as what was in 4.10; don't want to repeat it).
- Changed language on traffic generation to be consistent with residential use (not single family residence).
- Changed language so permit runs with the land but allows permit granting authority (CEO or PB) to include a condition that limits it to the applicant (or property owner).
- Moved language regarding changing character of the neighborhood to home businesses and customary home occupation sections (i.e. doesn't apply to home based contractors).
- Deleted language from §4.10.9.1 (see below) that we couldn't figure out regarding CEO not issuing a building permit for additions when done after a home occupation permit was approved. After discussing with Myles Block, the decision was made to delete it since the CEO cannot refuse to issue a building permit for such additions based on the premise that its for the home occupation since it is to a residential property. The property owner could simply state it is not for the business. The CEO can, however, advise the applicant to seek a modification to the home occupation permit if he's got reasonable evidence that the addition is for the business and not residential use.
  - "The Code Enforcement Officer shall not issue a building permit or certificate of compliance for such additions or alterations that have not received Planning Board Home Occupation permit approval unless the applicant surrender the home occupation permit and or conditional use/site plan home occupation use approval in writing."

The following changes were made from version 2:

- Added §4.10.4.8 to require that permits be recorded at the registry of deeds.
- Deleted §4.10.9.2 regarding discontinuation and abandonment of legacy home occupations.

*Note: a redlined version will be created once the language of the new section is finalized.*

[BACK TO TOP](#)