



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

TUESDAY

FEBRUARY 20TH, 2018

7:00 P.M.

6:00 p.m. – Finance & Administration Committee

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - a. None
 - 3. COMMUNICATIONS
 - a. Written testimony by DPW Director Currier regarding the proposed amendment to LDD 399
 - b. RSU # 22 Education Foundation's 2nd Annual "Keep it Local" Community and Business Expo
 - 4. REPORTS
 - a. Finance Committee Minutes – January 16, 2018
 - b. Infrastructure Committee Minutes – November 27, 2017
 - c. Planning & Development Committee Minutes – January 17, 2018
 - d. Services Committee Minutes – None
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS

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

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

4. OLD BUSINESS

5. NEW BUSINESS

- a. Council referral to Public Hearing for March 5th the proposed Ordinance authorizing the appropriation and borrowing of funds to finance the repair and replacement of portions of Hampden’s Sewer Collection System – *referral from Finance & Administration Committee*
- b. Council vote to rescind the vote of October 3, 2016 to authorize cutting, stumping and grinding and site preparation at the Lura Hoit Pool site but to retain authorization for permitting for additional parking, potential recreational facilities, and associated infrastructure – *referral from Services Committee and Finance & Administration Committee*
- c. Council authorization to proceed with the issuance of an RFP to seek pricing for engineering and permitting (DEP and local) for work on the Lura Hoit Pool and Municipal Building Site – *referral from Finance & Administration Committee*
- d. Request for Council authorization for the appropriation of \$7,500 from the Personnel Reserve (3-733-00) for costs associated with the town manager search
- e. Council referral to Public Hearing for March 19th, the proposed amendments to the Hampden Business Park Covenants – *referral from Planning & Development Committee*

E. COMMITTEE REPORTS

F. MANAGER’S REPORT

G. CLERK’S COMMENTS

H. COUNCILORS’ COMMENTS

I. ADJOURNMENT



Town of Hampden
Public Works Department

Memorandum

To: Daniel Tartakoff, Esq.
CC: Angus Jennings, Town Manager; Karen M. Cullen, Town Planner
From: Sean Currier, DPW Director
Date: February 14, 2018
RE: ENR Committee work session proposal to amend LD 399

This memo provides feedback from the Town of Hampden in regard to the proposed amendment to LD399 which will consider recommendations from the stakeholder group formed in response to issues raised by LD 881.

The Town of Hampden operates a satellite sewage collection system which discharges to the City of Bangor POTW. We recognize the importance of a well maintained collection system and agree that information should be available to the Maine Department of Environmental Protection (DEP) which would aid when issues arise.

We would like to communicate that the Town feels the proposed amendment to LD399 is important and that Town representatives not being present, in no way, shows our lack of concern with the stakeholders findings and recommendations. The Town agrees with the proposed registration form that was created as part of the stakeholder process resulting from LD 881.

If the LD 881 stakeholder group recommendations are modified or if proposed changes occur, the Town would like the opportunity again to review and comment of said changes prior to implementation.

Thank you for your consideration in this matter.

Sean Currier

Director of Public Works
Hampden, Maine

Committee: ENR
Drafter: DCT
File Name: G:\COMMITTEES\ENR\AMENDMENTS\128th 2nd\LD 399 proposed amendment.docx
LR (item)#: 2034(02)
New Title?: YES
Add Emergency?: NO
Date: 2/7/18

LD 399
LD 881 STAKEHOLDER GROUP PROPOSED AMENDMENT
(W/ DCT EDITS)

Amend the bill by striking the title and inserting the following title:

'An Act Regarding Municipal Satellite Sewage Collection Systems'

Amend the bill by striking everything after the title and before the summary and inserting the following:

Sec. 1. 38 MRSA §414-B is amended to read:

§414-B. Publicly owned treatment works and municipal satellite collection systems

~~**1. Definition.** "Publicly owned treatment works" means any device or system for the treatment of pollutants owned by the State or any political subdivision thereof, any municipality, district, quasi-municipal corporation or other public entity. "Publicly owned treatment works" includes sewers, pipes or other conveyances only if they convey wastewater to a publicly owned treatment works providing treatment.~~

1-A. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Municipal satellite collection system" means a sewage collection system, owned or operated by a municipality or a quasi-municipal entity, that directly or indirectly conveys wastewater to a publicly owned treatment works that is owned or operated by a separate legal entity. "Municipal satellite collection system" includes a gravity sewer and a force main.

B. "Publicly owned treatment works" means any device or system for the treatment of pollutants owned by the State or any political subdivision thereof, any municipality, district, quasi-municipal corporation or other public entity. "Publicly owned treatment works" includes sewers, pipes or other conveyances only if they convey wastewater to a publicly owned treatment works providing treatment.

2. Pretreatment standards. The department may establish pretreatment standards for the introduction into publicly owned treatment works of pollutants that interfere with, pass through or otherwise are incompatible with those treatment works. In addition, the department

may establish pretreatment standards for designated toxic pollutants that may be introduced into a publicly owned treatment works. In order to assume and properly administer the authority to issue and enforce permits under the Federal Water Pollution Control Act, the department may adopt rules as necessary, provided that the rules comply with the Federal Water Pollution Control Act or 40 Code of Federal Regulations, Part 403.

The department may require that any license for a discharge from a publicly owned treatment works include conditions to require the identification of pollutants, in terms of character and volume, from any significant source introducing pollutants subject to pretreatment standards, and to assure compliance with these pretreatment standards by each of these sources.

2-A. Prohibited discharge through publicly owned treatment works. The discharge to a publicly owned treatment works of any pollutant that interferes with, passes through or otherwise is incompatible with these works, or that is a designated toxic pollutant, is prohibited unless in compliance with pretreatment standards established for the applicable class or category of discharge. Violation of the terms and conditions of local pretreatment regulations or a user contract, permit or similar agreement between an industrial user and the owner of a publicly owned treatment works is prohibited. A violation may be enforced by the State or the owner of the treatment works or through joint action.

3. User charges. The department may impose as a condition in any license for the discharge of pollutants from publicly owned treatment works appropriate measures to establish and insure compliance by users of such treatment works with any system of user charges required by state or federal law or regulations promulgated thereunder.

4. Acceptance of wastewater. Municipal and quasi-municipal wastewater treatment facilities constructed wholly or in part with funding allocated pursuant to section 411 shall accept for treatment holding tank wastewater from any watercraft sewage pump-out facilities required pursuant to section 423-B. Municipal and quasi-municipal wastewater treatment facilities may charge an annual or per visit fee for this service to be approved by the commissioner.

5. Municipal satellite collection systems. The owner of a municipal satellite collection system must register the system with the department in accordance with this subsection on a form prepared and furnished by the department.

A. The registration process required under this subsection must, at a minimum, require the owner of a municipal satellite collection system to provide the department with the following information:

(1) Contact information for the owner and the operator of the system;

(2) Information on the licensed wastewater treatment facility that the system discharges to;

(3) Information on the geographic areas served by the system;

(4) A map of the system; and

(5) System specifications, including, but not limited to, the number of miles of pipe within the system, the number and location of pump stations within the system and the number of customers served by the system.

B. The owner or operator of a municipal satellite collection system shall report any unauthorized discharge to the department.

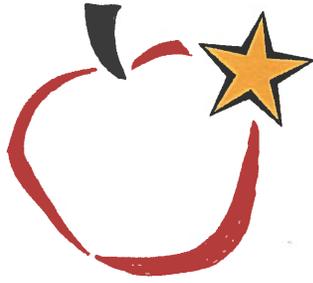
(1) An initial report of the unauthorized discharge must be provided orally to the department by the owner or operator of the system within 24 hours of the time the owner or operator becomes aware of the discharge.

(2) A written report of the unauthorized discharge must be provided to the department by the owner or operator of the system within 5 days of the time the owner or operator becomes aware of discharge. The written report must be submitted on a form prepared and furnished by the department and must contain information on the unauthorized discharge including, but not limited to, the cause of the discharge, the date and time of the discharge, the location of the discharge, information on any water bodies that may be impacted by the discharge, the number of gallons of sewage discharged and, if the discharge has not been corrected at the time of the written report, the anticipated amount of time that the discharge is expected to continue and the steps that the owner or operator plans to implement to reduce, eliminate and prevent the recurrence of the discharge.

For the purposes of this paragraph, “unauthorized discharge” means a discharge of wastewater from a municipal satellite collection system to any location other than the licensed wastewater treatment facility the system discharges to as reported by the owner or operator of the system as part of the registration process required under this subsection.

SUMMARY

This amendment changes the title, replaces the bill and requires the owner or operator of a municipal satellite collection system to register the system with the Department of Environmental Protection and to report any unauthorized discharges from the system.



RSU #22 Education Foundation

2nd Annual 'Keep It Local' Community & Business Expo Saturday, March 24th, 2018

Expo hours: 10:00 a.m. - 4:00 p.m.

Vendor setup: starts at 8 a.m.

Hampden Academy, 89 Western Avenue, Hampden, ME

Cost: No cost for attendees - this is a public event.

Vendors & Exhibitors: \$35 per tabletop (8'x6' space). \$75 for a 10x10' booth, \$100 for 10x15'.
Some booths offer electricity (+\$10). Discount for returning exhibitors, free to non-profits
community organizations and school clubs.

Sponsorships are available (see back for details). Lead Sponsor: \$500 - Sponsor: \$250

Proceeds benefit the RSU#22 Education Foundation & Mini Grants Fund.

Send registration with checks payable to RSU#22 Education Foundation:

RSU#22 Education Foundation, PO Box 115, Hampden, ME 04444.

For more information: e-mail rsu22educationfoundation@gmail.com or call 852-2138.

Registration Form for Vendors/Exhibitors

Note: Registration fees are non-refundable. Booth & tabletop spaces will be assigned on a first come first served basis. Priority is given to organizations or principals within RSU22 district.

Name of business or organization: _____

Contact: _____ Address: _____

Email: _____ Phone: _____

Sponsorships: I am interested! (see back for details): lead sponsor: _____ sponsor: _____

Desired space: # of 8x6' tabletops _____ Need 6' table: yes _____ no _____
10x10' booth spaces _____ Request electricity (booth only +\$10) _____

Exhibitor Release (must be signed by participant or parent of guardian if under 18): I consent to appear in any photography or videography at this event. I am a voluntary participant in this event. I assume full and complete responsibility for any injury or accident that may occur during my participation in or while on the premises of this event. I hereby release and hold harmless and covenant not to file suit against any organizers, sponsors, workers and any other persons or entities associated with this event from any loss, liability, or claims arising out of my participation in this event.

Signature: _____ Date: _____

2nd Annual **'Keep It Local'** Community & Business Expo

Saturday, March 24th, 2018

Sponsorship opportunities

The RSU#22 Education Foundation is looking for sponsors to help offset the cost for this event. as well as advertising, mailing & printing expenses. The total expense budget is \$5000.

	4x Lead Sponsor: \$500.00 ea.	12x Sponsor: \$250 ea.
logo in program	yes	yes
logo on posters, flyers registrations etc.	yes	yes
logo at EdFoundation table	yes	yes
vinyl banner near entrance	large	medium
full 1-page ad in program	yes	no
announcements on PA	yes	no
product display foyer/front entrance	yes	no

Free Admission

HAMPDEN ACADEMY
Gymnasium & Common Dining
Hampden, ME

March 24, 2018

10 AM to 4 PM

- **Bigger:** over 70 vendors
- **Better:** networking events !
- **Raffle prizes !**
- **Support education while supporting local organizations**

Interested in becoming a vendor?

While space is filling up, it is not too late. Please contact the Education Foundation for tabletop or full 10'x10' booth spaces. Exhibit costs starts at \$35.



2018 2nd Annual **“Keep It Local”** Community & Business Expo Saturday, March 24 10:00 – 4:00

Our 2nd annual networking event for the communities of Hampden, Winterport, Newburgh and Frankfort. Join us for a few hours to learn about the many, many businesses and organizations in our diverse communities. Support local education simply by attending, chatting with your neighbors and considering to buy your goods and services from them.

RSU #22
Education
Foundation

PO Box 115, Hampden ME 04444

Phone: 207-852-2138

rsu22educationfoundation.org

rsu22educationfoundation@gmail.com

Serving the communities:
Frankfort—Hampden—
Newburgh—Winterport



RSU #22
Education
Foundation

FINANCE & ADMINISTRATION COMMITTEE MEETING

Tuesday, January 16th, 2018

MINUTES

Hampden Town Office

Attending:

Councilor, Terry McAvoy Chair
Mayor Ivan McPike
Councilor Mark Cormier
Councilor David Ryder
Councilor Dennis Marble
Councilor Stephen Wilde
Councilor Greg Sirois

Town Manager Angus Jennings
GIS/IT Specialist Kyle Severance
Town Attorney John Hamer
Town Clerk Paula Scott
Faye Anderson
Lester French
Joseph Pickering

Chairman McAvoy called the meeting to order at 6 p.m.

1. Meeting Minutes

- a. December 18th, 2017** – *Motion by Mayor McPike seconded by Councilor Ryder to approve the minutes. Approved 6-0.*

- 2. Review & Sign Warrants** – *Warrants were reviewed and signed. Chairman McAvoy asked for more detail regarding expenses related to DPW vehicle engines in the amounts of approx. \$7,000 and \$3,000 and whether these amounts were for engine repairs or replacements. Manager Jennings said he would provide additional information this week.*

- 3. Old Business** – *None.*

4. New Business

- a. Interviews for referral to Council the appointment of two Interim RSU 22 Directors** – *Chairman McAvoy introduced the topic and said the Committee would be asking questions of each person interested in serving the interim appointment.*

1. Faye Anderson – *Faye Anderson introduced herself and discussed her background in education, as a teacher and administrator, and expressed her interest in serving on the Board now that she is retired. Chairman McAvoy asked her, if appointed, would she run for the full Board seat in November. Ms. Anderson said she wasn't sure yet. Councilor Marble asked about the overlap or differences between being a teacher, administrator, Board member. Ms. Anderson said the focus is the same: put children first. Councilor Marble asked about funding and Ms. Anderson said we*

make do with what we get, and must use funds wisely. Chairman McAvoy thanked her for her interest.

2. James Baines – *Mr. Baines was not present due to a prior commitment but Chairman McAvoy noted that he and Mayor McPike met with Mr. Baines earlier in the day.*

3. Lester French – *Mr. French said he teaches at UMaine and has taught at all levels. He has 2 kids in the schools and has seen some turnaround in terms of the School Board's public communications and believes he could help in this regard. Chairman McAvoy thanked him for his interest.*

4. Joseph Pickering – *Mr. Pickering said he is an attorney and does not work in education, but is interested in bringing openness and transparency to the budget process. He noted improvements in recent years, and would like to go further.*

The Committee discussed the applicants. Councilor Sirois asked if any applicants had been asked by the RSU-22 Administration to serve. Mr. Pickering and Mr. French said they had been asked by the Asst. Superintendent and by a Board member, respectively. Councilor Marble asked how the Committee should consider Mr. Baines based on his earlier meeting with Councilors. Chairman McAvoy said he favors candidates with no prior experience in the school, noting that Mr. Baines has none and that Chairman McAvoy had a favorable impression of his sincerity. Mayor McPike said that Mr. Baines brings the perspective of having 2 children in the system including a special needs student.

Motion by Chairman McAvoy to recommend Council appointment of James Baines as an interim RSU-22 Board member, seconded by Mayor McPike. Motion carried 4-3 with Councilors Wilde, Sirois and Ryder opposed.

Motion by Chairman McAvoy to recommend Council appointment of Joseph Pickering as an interim RSU-22 Board member, seconded by Councilor Marble. Motion carried 7-0.

Motion by Councilor Sirois to recommend Council appointment of Faye Anderson as an interim RSU-22 Board member, seconded by Councilor Ryder. Motion failed 2-5 with Chairman McAvoy, Mayor McPike, Councilor Wilde, Councilor Marble and Councilor Cormier opposed.

- b. Recommend Council authorization for the expenditure in the amount of \$1,270.00 from the Marina Reserve (3-773-00) for the purpose of paying the remaining amount of Hampden's contribution to complete the floating dock – requested by DPW Director, Sean Currier – Motion by Chairman McAvoy seconded by Councilor Marble to recommend Council authorization of the requested reserve funds. Manager Jennings noted that the Council previously authorized \$12,700 in reserve funds for this item and that the amount requested tonight would complete the local match required for the grant. Motion passed 7-0.**
- c. Recommend Council authorization for the expenditure in the amount of \$1,460.00 from the IT Computer Reserve (3-711-00) for the purpose of replacing the LCD projector – requested by IT Specialist, Kyle Severance – Motion by Chairman McAvoy seconded by Mayor McPike to recommend Council authorization of the requested reserve funds. Mr. Severance said the current projector was 7 years old and showing its age with a speckled screen. He proposes to purchase 2 projectors with one dedicated to the Council chambers. He said he sets aside \$400 per year for replacement every 4 years so getting 7 years is good. Motion passed 7-0.**
- d. Renewal of Acceptable iPad Use Agreements for Town Councilor use of publicly funded iPads – requested by IT Specialist, Kyle Severance – Mr. Severance circulated the forms for each Councilor to complete and return.**
- e. Set date for review/rewrite of the Hampden Town Council Rules, or appoint subcommittee to prepare recommendations – Chairman McAvoy said he doesn't see necessary changes in the Rules, and Councilor Ryder asked didn't we just revise them? Manager Jennings said they had been revised. Town Clerk Paula Scott said there had been Councilor comments about potential revisions and she offered to work up a draft that would clarify existing language and the Council could consider amendments. Chairman McAvoy invited the Town Clerk to bring a redlined draft to the next meeting.**
- f. Set date for FY19 Goals & Objectives Session – It was agreed that the Goals Setting session would take place on Saturday, Feb. 10th. The start time was tentatively set for 10 AM but may be earlier.**
- g. Discussion of potential FY19 funding for supplemental resources to Town Council – requested by Councilor McAvoy – Chairman McAvoy said that this would be proposed in the event the Council has need for outside legal or consulting services, noting that**

the Council has no resources of its own. He said there may be a need or a desire to have information that doesn't flow through the Administration. Councilor Sirois asked for an example, and Chairman McAvoy noted that the reorganization of DPW may not be as high on the Manager's priorities as on the Council's. Councilor Sirois asked why would information not flow through the Manager and Chairman McAvoy said we may have other interests. Councilor Sirois said the Town Manager should be 100% involved. Chairman McAvoy said that information received could be used to formulate policy. Councilor Sirois said the Council shouldn't make decisions without involvement of staff. Mayor McPike said that Committee is the right place for consideration of ideas. Chairman McAvoy said that, at the Committee level, there may be information gathered to help decide whether to bring something to Council, and that he doesn't want to waste personnel resources. The Town Clerk noted that the Council has access to MMA as an outside resource, noting that each Councilor was recently provided an updated copy of the MMA Manual. She said a Councilor can call MMA at any time. Chairman McAvoy said he introduced this idea for consideration.

- h. Executive Session – pursuant to 1 MRSA § 405(6)(A) - Personnel matters** – *By unanimous roll call vote, the Committee entered Executive Session at 6:40 PM. The Committee returned to open session at 6:59 PM.*

5. Public Comment – *None.*

6. Committee Member Comments – *Councilor Sirois said he had observed a Councilor's vehicle bearing the official Town Seal, and asked whether permission was given, noting it appears as an official vehicle and could suggest the Town would insure the vehicle. Chairman McAvoy said he would remove the Town Seal from his vehicle.*

7. Adjournment

There being no further business, the meeting was adjourned at 7:00 PM.

Respectfully submitted –
Angus Jennings, Town Manager

INFRASTRUCTURE COMMITTEE MEETING

Monday, November 27, 2017

MINUTES*Attending:*

*Mayor Ivan McPike, Acting Chair
Councilor Mark Cormier
Councilor Dennis Marble
Councilor Terry McAvoy
Councilor David Ryder
Councilor Stephen Wilde*

*DPW Director Sean Carrier
Town Manager Angus Jennings*

Chairman McPike called the meeting to order at 6 PM.

1. MINUTES

- a. October 23, 2017 Meeting** – *Motion by Councilor Ryder seconded by Councilor Marble to approve the minutes as written. Motion carried 6-0.*

2. OLD BUSINESS

- a. Transfer Station Rules & Regulations** – *review of proposed changes discussed by Councilors in spring 2017 – referral to Town Council for adoption – Manager Jennings spoke about the previous sessions where the Transfer Station rules changes were proposed. Town Manager Jennings is working to put together a working draft. There were a few questions raised, so one or two items are still being worked on. To allow for adoption of new rules to be in effect throughout 2018, it was recommended that the Services Committee take up this item on December 11, 2017.*
- b. Update on sewer financial commitments, and whether additional revenues and/or borrowing authorization may be needed** – *Manager Jennings recommended that this item be tabled until the FY17 audit is closed out. Three potential options were discussed for the potential use of sewer fund balance. The MDOT bridge replacement project was discussed and the Town's financial share of the project, and the expense of replacing the sewer lines.*
- c. Update on Hampden Capital Program work underway** – *Manager Jennings stated that this is a work in progress, the Public Works vehicles were left out of the capital program. The Library building needs was discussed. Councilor McAvoy stated that the*

the next 24 months the market could change. Councilor McPike asked what do you think the cost would be. Director Currier stated that we may be able to use materials on site.

- a. **Update on November 16 meeting with FEMA, MEMA and Penobscot County EMA regarding damage and Town costs resulting from wind storm on Oct. 30** – *Manager Jennings gave an informational update on the meeting with FEMA, MEMA, and Penobscot County EMA. He stated that he is hopeful that the Town will receive some federal money to help cover the windstorm cost.*

4. **STAFF UPDATES** – *Director Currier stated that debris from the windstorm is being accepted at the transfer station on a temporary basis. Councilor Marble stated he used it five (5) times- seems like everyone would have taken their storm debris to the Transfer Station by now. Director Currier agreed to go back to the regular schedule debris weekend at the transfer station.*

5. **PUBLIC COMMENTS** – *None.*

COMMITTEE MEMBER COMMENTS – *Councilor McAvoy asked about the construction at the Town garage. Director Currier stated that they are adding storage space. There is currently no room for parts and supplies. Having space for parts for the vehicles will minimize downtime. The goal is for the mechanic to have the work space necessary for fleet maintenance.*

6. ADJOURN

There being no further business, the meeting was adjourned at 7:30 p.m.

*Respectfully Submitted,
Rosemary Bezanson, Public Works*



Town of Hampden
Planning and Development Committee
 Wednesday January 17, 2018, 6:00 pm
 Municipal Building Council Chambers
Minutes

Attending:

Committee/Council

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

Staff

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

Public

Bill Boyington

Chairman Ryder called the meeting to order at 6:00 pm.

1. Minutes for the December 20, 2017 and January 3, 2018 meetings – **Motion** to approve as submitted made by Councilor McAvoy; second by Councilor Marble; carried 6/0/0.
2. Committee Applications: None
3. Updates:
 - a. MRC/Fiberight: Manager Jennings said MRC's monthly Board meeting will be held Wednesday January 24 at 10:00 am in Orono, and noted he will be attending. Discussion on the condition of the roadway, which is set to be accepted by the Town. Manager Jennings said staff is aware of the issues and is monitoring them.
 - b. Staff Report: Manager Jennings reported on the progress for the Down East Magazine advertorial which will be published in the March issue. A draft of the text and the Hampden page was handed out; councilors were asked to send any comments within a few days.
4. Old Business: (taken out of order)
 - c. Hampden Business Park Covenants. Manager Jennings said the meeting with Sargent and Noel Musson went well, and David Hughes of Epstein provided comments but was unable to attend. The next draft of the covenants will be going to the town's attorney for review. It was also noted that the memo in the packet provides the timeline for this; the final draft of the covenants will be brought to the Feb. 7 P&D meeting for referral to Town Council for public hearing which will be March 5. Manager Jennings also noted the subdivision plan will be revised to eliminate the 10' easements on property lines between lots, he's

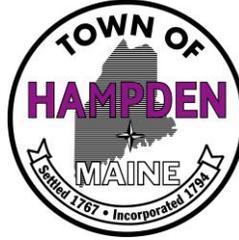
working on getting a scope and price from CES, who prepared the plan. A request for funding will go to the Finance Committee.

- b. **Motion** by Councilor McPike to enter into executive session pursuant to 1 MRSA §405(6)(C) to discuss economic development issues about which premature disclosure might prejudice the Town's bargaining position, to include the town planner, consultant, and the code enforcement officer; second by Councilor Wilde; carried 6/0/0 by roll call vote. Entered executive session at 6:10 pm. **Motion** by Councilor Wilde to exit executive session; second by Councilor McAvoy; carried 6/0/0 by roll call vote at 6:23 pm. The committee confirmed that the terms of the Credit Enhancement Agreement will be as discussed December 20th: 13 years with 65% for year 1, 40% for years 2-10, 36% for year 11, 32% for year 12, and 28% for year 13.
- a. Review and referral to Finance Committee of proposed Coldbrook Corners Tax Increment Financing District Development Program – **Motion** by Councilor Wilde to refer the proposed TIF Development Program for Coldbrook Corners TIF as previously discussed in executive session; second by Councilor McAvoy; carried 6/0/0. Manager Jennings noted the figures in Table 1 will be filled in prior to the Finance Committee meeting.

5. New Business:

- a. Update on proposed marketing materials for the Business Park – Manager Jennings handed out sample materials we had received today from Sutherland Weston, a local marketing firm recommended by David Hughes. He noted the rough estimate for their work was \$8-12,000. A discussion regarding the scope of the marketing work ensued. Consensus was that we should hold off on pursuing preparation of a brochure until after the next round of contract negotiations with Epstein takes place. At that stage, staff will prepare a scope and solicit bids from local vendors. It was noted that this should only be for the business park since the Town has a financial interest in the park. Other materials such as maps showing zoning, infrastructure, and level of readiness for development can be created by staff for the broader commercial and industrial areas of town.
6. Zoning Considerations/Discussion: Planner Cullen noted the meeting with the Planning Board last night was cancelled because she was sick. She added the meeting has been rescheduled for Thursday January 25. Manager Jennings noted the site plan review process is being rewritten and is proposed to include a two level system with simpler plans going to a staff review committee instead of the Planning Board. Councilor McAvoy noted his approval of a streamlined process.
7. Citizen Initiatives: None.
8. Public Comments: Bill Boyington was present and asked if the Coldbrook Corners TIF District was referred to the Finance Committee; the answer was yes.
9. Committee Member Comments: None.
10. Adjournment: **Motion** to adjourn at 6:55 pm by Councilor Marble; seconded by Councilor McAvoy, carried 5/0/0. [Councilor McPike left around 6:30 to attend the RSU 24 meeting.]

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: February 16, 2018
RE: Proposed Ordinance to authorize June sewer borrowing referendum

Please find attached the proposed Ordinance language prepared in conjunction with our Bond Counsel Dan Pittman at Eaton Peabody.

As you know, although we had general knowledge that needed sewer repairs would be identified upon analysis of the 2017 CCTV footage, specific information including estimated project costs became available very recently, and is still being refined. The draft Ordinance is intended to include the highest potential borrowing authorization number (knowing it can be reduced in the public hearing, but not increased from what is advertised); we'll get more information from Woodard & Curran on Tuesday as they continue to refine estimates to take into account complete costs associated with the newly identified projects,¹ the Grist Mill Bridge,² and the costs associated with relocated manholes and sewer lines that will be needed as a result of the MDOT reconstruction of Route 1A.³ This information will update W&C's Jan. 26 memo, which is enclosed.

Also, we are working to evaluate potential financing options, with particular focus on:

- **Maine Municipal Bond Bank.** However, financing would not become available until next spring so, even if we do pursue MMBB as the most advantageous lender, additional short-term borrowing (or budgeting) would almost certainly be needed in order to get the projects to the level of engineering needed to be ready for bidding and construction when the time comes.
- **State Revolving Fund (SRF) funding.** This program can offer extremely favorable borrowing terms, but in order to be eligible Hampden would be required to develop and implement a Fiscal Sustainability Plan – which is basically a system-wide asset management plan – among other eligibility requirements. We're working to evaluate a) whether this is practically feasible; and b) if doing so would be worth the effort. The SRF terms do tend to be extremely favorable, and my thinking is that this will be worth it – but if we're to actually get it done we'll need to make a focused effort in the coming months.

Another fundamental financing question we're continuing to examine is to what extent debt service would be borne by sewer rate payers v. property tax payers.

Tuesday's meeting will include a presentation of the latest information at that time. The public hearing will include a more comprehensive presentation, which will formally begin our efforts this spring to communicate broadly the need for this borrowing authorization.

¹ Jan. 29, 2018 Infrastructure Committee packet, beginning on page 7, linked [here](#).

² June 26, 2017 Infrastructure Committee packet, beginning on page 6, linked [here](#).

³ Aug. 28, 2017 Infrastructure Committee packet, beginning on page 13, linked [here](#).

Tentative Election Timeline

June 12th Bond Referendum

Jan. 29 th	Infrastructure Committee referral to Finance & Administration for Feb. 5 th for further discussion or referral. Amount to be determined in Finance Committee
Feb. 20 th	F& A referral to Council, Council referral to Public Hearing
Mar. 5 th	Public Hearing for borrowing ordinance
Mar. 5 th	Clerk must submit nominations for election clerks to the Council to appoint prior to the 4/1 deadline
Mar. 6 th	Begin working on ballot content, treasurer's statement
Mar. 12 th	Final draft for ballot content, submit mock-up to Election Systems & Software
Mar. 19 th	Sign off on ballot content and quantity with Election Systems & Software
Apr. 9 th	Coordinate with the Secretary of State on programming and mailing thumb drives to include local election. (This could change due to potential Ranked Choice Voting programming complexity)
Apr. 28 th	Marks 45 days prior to election.
May 7 th -10 th	Absentee ballots should be delivered this week. They must be available 30-45 days prior to the election. State ballots will also be delivered this week.
May 14 th – 21 st	Regular ballots should be delivered. Begin tabulator testing as soon as all ballots are received.
June 5 th	Deadline to post Notices of Election and sample ballots
June 12 th	Bond Referendum/Primary/RSU Budget Referendum

TOWN OF HAMPDEN

ORDINANCE AUTHORIZING APPROPRIATION AND BORROWING OF FUNDS TO FINANCE SEWER IMPROVEMENTS AND REPAIRS THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OR NOTES OF THE TOWN OF HAMPDEN, WHICH MAY BE CALLABLE, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,424,000.

The Town of Hampden hereby ordains as follows:

Section 1. That pursuant to Section 5772 of Title 30-A Maine Revised Statutes, as amended, the Charter of the Town and any other applicable authority under Maine law, the Town of Hampden is hereby authorized to borrow a principal amount not to exceed Two Million Four Hundred and Twenty-Four Thousand Dollars (\$2,424,000), said amount to be payable over a period not to exceed thirty (30) years, less the term of any Note described below, at such interest rates and on such further terms and conditions as may be approved by the Treasurer and a majority of the Town Council, the proceeds of said loan to be appropriated and used to finance sewer repairs and improvements in the Town, including but not limited to on Main Road North from Mountain View Drive southerly to Western Avenue, replacement of sewer infrastructure in and proximate to the Grist Mill Bridge, on Main Road North between Western Avenue and the Weatherbee School, and on Western Avenue between Main Road North and Route 202, all as more particularly described in memoranda from Woodard and Curran to Sean Currier, Public Works Director of the Town dated January 5, 2017 and dated January 26, 2018 (the “Projects”). Said loan is to be evidenced by a General Obligation Bond or Bonds of the Town to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council in a principal amount not to exceed \$2,424,000 in the aggregate (the “Bond”). The Bond may be subject to call for redemption as determined by the Town Treasurer and a majority of the Town Council.

Section 2. That in anticipation of the receipt of the Bond proceeds, pursuant to the Charter of the Town and Section 5772 of Title 30-A of the Maine Revised Statutes, as amended, and any other applicable authority under the laws of the State of Maine, the Town of Hampden is hereby authorized to borrow from a lending institution approved by the Town Treasurer and a majority at least of the Town Council a principal amount not to exceed Two Million Four Hundred and Twenty-Four Thousand Dollars (\$2,424,000) and in evidence thereof to execute and deliver one or more General Obligation Bond Anticipation Notes (each, a “Note”) of the Town for a period not to exceed one year and to bear interest at such rate and said Note to be subject to such further terms and conditions as the Town Treasurer and a majority at least of the Town Council shall approve, and said Note, together with interest thereon, to be a general obligation of the Town, and intended to be repaid from the proceeds of the Bond, said Note to be executed and delivered on behalf of the Town by the Town Treasurer and countersigned by a majority at least of the Town Council, and such Note may be refunded from time to time for a period not to exceed an aggregate of three years with proceeds to be used to provide temporary funds to accomplish the Project.

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

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

Section 5. That a Public Hearing be held at 7:00 p.m. in the Hampden Municipal Building in Hampden, Maine on March 5, 2018, for the purpose of taking testimony and comments from the public with respect to the proposed issuance of the Bond, and that notice of the public hearing be given by the Town Clerk by publishing a summary of this ordinance and a place where copies of the complete ordinance have been filed and times available for inspection in the Bangor Daily News on or before February 26, 2018, together with a notice setting forth the time and place for the public hearing, and for the consideration of the proposed ordinance by the Town Council at a meeting to be held March 5, 2018, immediately following the public hearing.

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

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

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

Section 9. That the law firm of Eaton Peabody shall act as bond counsel for the Town to advise the Town with respect to the issuance and sale of the Bond and the Note, and to prepare such documents and render such opinions as may be necessary or convenient for that purpose.

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

Section 11. That pursuant to Section 902 of the Town Charter, this ordinance shall go into effect only upon approval by the voters of the Town of Hampden. Be it further ordained that a referendum of the Town of Hampden be held to decide this question on June 12, 2018, pursuant to the Town Charter and the laws of Maine. The ballot question shall be substantially as follows:

TOWN OF HAMPDEN
BALLOT QUESTION NO. 1

Ordinance authorizing appropriation and borrowing of funds to finance sewer improvements and repairs in the Town of Hampden through the issuance of general obligation bonds or notes of the Town of Hampden, which may be callable, in a principal amount not to exceed \$2,424,000.

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

Yes

No

ADOPTED: Hampden Town Council, March 5, 2018.

A True Copy, Attest: _____
Paula Scott
Town Clerk

January 26, 2018



Sean Currier, Public Works Director
 Town of Hampden
 106 Western Avenue
 Hampden, ME 04444

Re: Task Order 17 – Sewer Inspection Results Engineering Support

Dear Sean:

The following is our summary review of the results of the 2017 sewer system inspection that was conducted by Ted Berry Company, per Task Order No. 17. The scope of this Task Order is to provide ongoing engineering support including a review of the sewer inspection results, improvement recommendations, and support with implementation of recommendations.

Background

The Town of Hampden (Town) contracted with Ted Berry Company to provide sewer and manhole inspection services for a multi-year contract. This work is being done to address compliance with Combined Sewer Overflow (CSO) regulations, which requires elimination of infiltration and inflow (I/I) induced sewer overflows as well as reducing the excess volume of wastewater sent to the Bangor Wastewater Treatment Plant (WWTP) to comply with the Town’s Interlocal Agreement with the City. Inspections conducted in 2017 included areas expected to be impacted by scheduled and proposed upcoming highway projects, including the Maine Department of Transportation (MDOT), Bangor Area Comprehensive Transportation System (BACTS), and Hampden Water District (HWD) projects as described in Table 1.

Table 1: Upcoming Project Areas

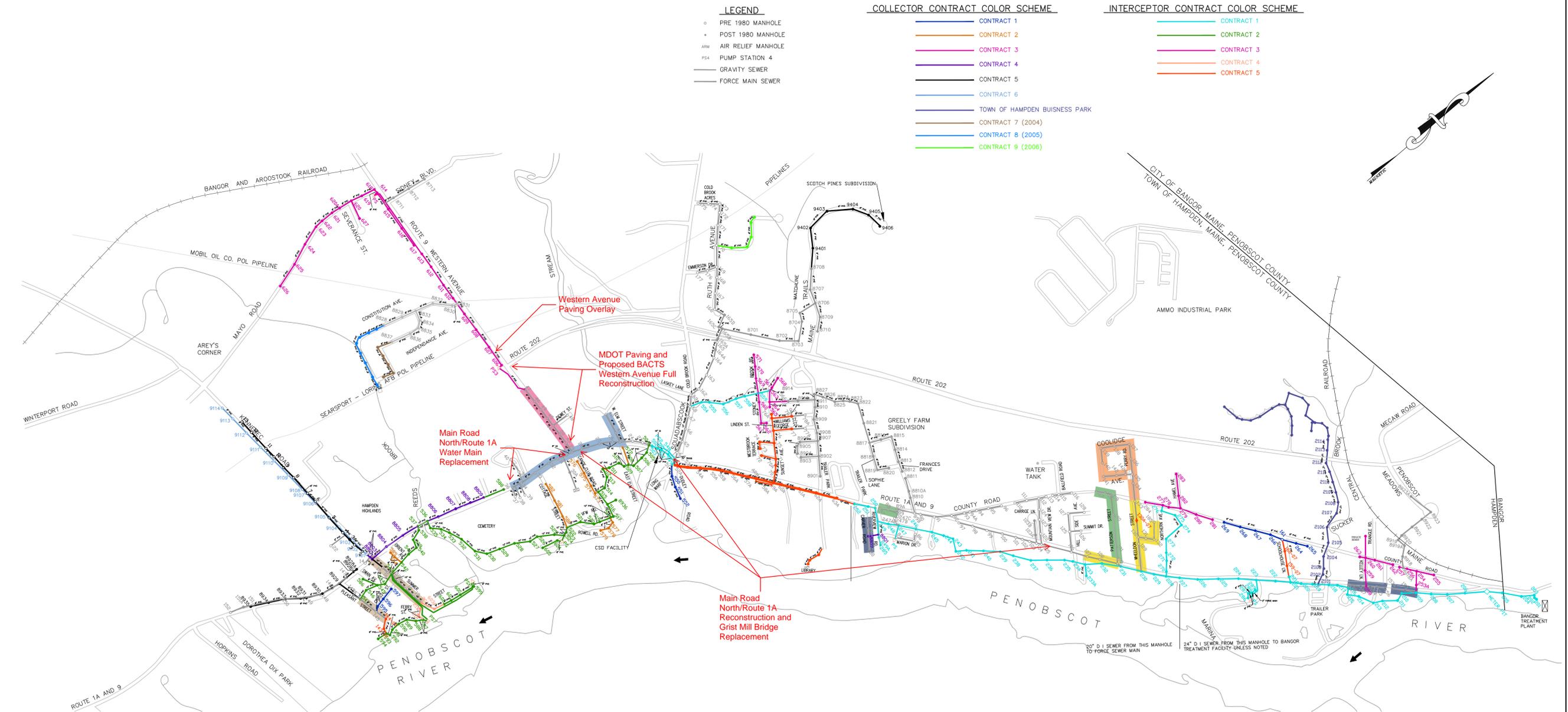
Project Area & Work ID Number (WIN)	Project Scope	Location	Scheduled Year
Main Road North/Rt. 1A WIN 021692.00 & 011577.00	Full Reconstruction and Grist Mill Bridge Replacement	Western Ave north to Mountain View Drive	2018-2019
Western Avenue WIN 023593.00 (MDOT)	MDOT Paving (Mill and Fill)	Main Road North to intersection of Route 202/Hampden Academy	2020
	BACTS Full Reconstruction		Not scheduled Proposed for 2022
Western Avenue WIN 023326.00	Paving (Overlay)	From 0.18 miles west of Chapman Road to Route 202/Hampden Academy intersection	2018
Main Road North/Rt 1A	HWD Water Main Replacement	Western Ave south past Weatherbee School	2018

Woodard & Curran provided sewer infrastructure planning support in 2008, resulting in the identification of seven Sewer Priority Areas based on their condition. These areas were identified as having poor condition sewer and high inflow and infiltration (I/I) rates, resulting in sewer overflows and excessive flow to the Bangor WWTP.



Since 2008, several of the identified projects have been completed, addressing sewer replacement in Priority Areas 1 through 3 and a portion of Priority Area 4. Portions of the remaining Priority Areas are included within the listed project areas and are described further by respective project area. For reference purposes, the 2008 Sewer Priority Area Map has been included as Figure 1.

woodwardcurran.net\shared\Projects\213302 Hampden - Sewer Dept General Engineering Services\SEWER COST ESTIMATES\cad drawings\2007-04-09 Hampden Sewer Locations.dwg, Dec 30, 2015 - 3:03pm



- LEGEND**
- PRE 1980 MANHOLE
 - POST 1980 MANHOLE
 - ARM AIR RELIEF MANHOLE
 - PS4 PUMP STATION 4
 - GRAVITY SEWER
 - FORCE MAIN SEWER
- COLLECTOR CONTRACT COLOR SCHEME**
- CONTRACT 1
 - CONTRACT 2
 - CONTRACT 3
 - CONTRACT 4
 - CONTRACT 5
 - CONTRACT 6
 - TOWN OF HAMPDEN BUSINESS PARK
 - CONTRACT 7 (2004)
 - CONTRACT 8 (2005)
 - CONTRACT 9 (2006)
- INTERCEPTOR CONTRACT COLOR SCHEME**
- CONTRACT 1
 - CONTRACT 2
 - CONTRACT 3
 - CONTRACT 4
 - CONTRACT 5



**Priority Areas 1 through 7
Town of Hampden
June 3, 2008**

Description
Priority Area 1
Priority Area 2
Priority Area 3
Priority Area 4
Priority Area 5
Priority Area 6
Priority Area 7

SEWER PRIORITY AREA MAP



SOURCE:
PLAN ENTITLED, "TOWN OF HAMPDEN, TOWN OF HAMPDEN SEWER LOCATIONS",
DATED 03-21-2006, PREPARED BY JAMES W. SEWALL COMPANY

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One Merchants Plaza, Suite 501
Bangor, Maine 04401
207-945-5105 | www.woodardcurran.com

WOODARD & CURRAN
COMMITMENT & INTEGRITY DRIVE RESULTS

REV	DESCRIPTION	DATE

DESIGNED BY: 2007-04-09 Hampden Sewer
DRAWN BY: jpc@wac.com

SEWER PRIORITY AREA MAP

TOWN OF HAMPDEN, MAINE	SEWER COST ESTIMATE
------------------------	---------------------

JOB NO.: 213302
DATE: JUNE 2008
SCALE: 1"=1000'
SHEET: OF



Inspection Results

Route 1A – Reconstruction Project Area

A large portion of the sewer within this project area has been rehabilitated as part of ongoing CSO control projects and consists of precast manholes with PVC sewer main. In general, the system was in good condition with a few isolated issues such as leaking service lateral taps, pipe sags resulting from backfill settlement, or infiltration at manhole joints.

There was at least one instance of an active high flow from a lateral, indicating that the service pipe may be in poor conditions, a sump pump may have been in use, or a direct foundation or roof drainage connection was present. Further investigation of this service has not been conducted to date.

A section of sewer on Main Road North extending from Old County Road to Mountain View Drive consists of asbestos cement (AC) main and manholes constructed with masonry block. Some significant issues were noted in this section of sewer main, including holes in the pipe, infiltration, roots, and other pipe damage. Many of the manholes showed signs of degradation including missing mortar and brick, frames and risers in poor condition, and poor invert condition.

While this section of AC pipe and manholes was not previously identified as a Sewer Priority Area, the age and condition of the system warrants further consideration for rehabilitation. AC pipe was predominantly installed in the 1950's and 1960's, indicating an asset age exceeding 50 years. Gravity sewer mains are generally predicted to have a useful life of approximately 50 years.

This project is expected to require grade adjustment for each of the 45 sewer manholes in the right-of-way. Additional impacts may result from MDOT drainage system design or alignment impacts. A further review of the MDOT design plans is required for scoping of improvement work, which will be completed separately under the scope of Task Order 16.

The MDOT design plans are currently preliminary and do not have all required existing sewer information incorporated; so, while we have been working with MDOT on design details, we have not been able to perform a complete review. MDOT design plans are expected to be finalized by summer of 2018.

Western Avenue – Main Road North to Route 202 Intersection

The sewer main and manholes along this section of Western Avenue expected to be impacted by the full reconstruction project are some of the oldest in the Hampden system and are in poor condition. Piping consists of vitrified clay pipe (VCP) and manholes are constructed of brick. There are numerous structural pipe failures, holes, and active infiltration throughout this section of sewer main. Several of the manholes also have structural failures with barrel-section fractures, missing brick and mortar, and active infiltration.

Several photos from the sewer inspection are presented to illustrate the deficiencies (see Figures 2 through 4).

Replacement of this section of sewer was identified as Priority Area 5 in previous sewer rehabilitation planning efforts. The Dewey Street sewer main was not inspected and the condition is currently unknown, although it may require rehabilitation as well as it is expected to be of the same installation era.

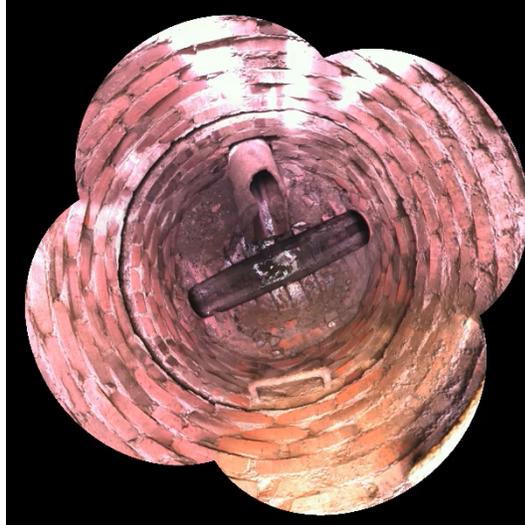
Figure 2: Example Hole in VCP



Figure 3: Example VCP Fracture



Figure 4: Example Manhole Barrel Fracture



Western Avenue – Route 202 Intersection to Mayo Road

The sewer system along this section of Western Avenue appears to have been constructed as part of the Interceptor and Collector Sewers Contract 3 around 1981 and consists of precast concrete manholes and PVC pipe. Piping and manholes were generally in good condition with isolated issues, including infiltration at break-in taps (services installed after installation) and grease deposits. The manhole closest to the Mayo Road Pump Station showed some surface damage, indicating a possible corrosion issue typical of hydrogen sulfide gas formation. Other manholes had poorly-formed inverts resulting from new mains being cut in and one manhole showed evidence of a leaking barrel joint.

Main Road North – South of Western Avenue Intersection

The sewer main and manholes along this section of Main Road North is some of the oldest in the Hampden system and in poor condition. Piping consists of vitrified clay pipe (VCP) and manholes are constructed of brick. There are numerous structural pipe failures, holes, root growth, and active infiltration throughout this section of sewer main. Several of the manholes also have structural failures with barrel fractures, missing brick, and active infiltration. Grease deposition has been a known issue in this section of sewer as it serves several restaurants, exacerbated by intruding service laterals and root obstruction. Figures 5 through 7 show examples of these issues from the sewer inspection.

Replacement of this section of sewer was previously identified as part of Priority Area 4 in previous sewer rehabilitation planning efforts. The remainder of Priority Area 4 was replaced in a project completed in 2015.

Figure 5: Example Hole in VCP

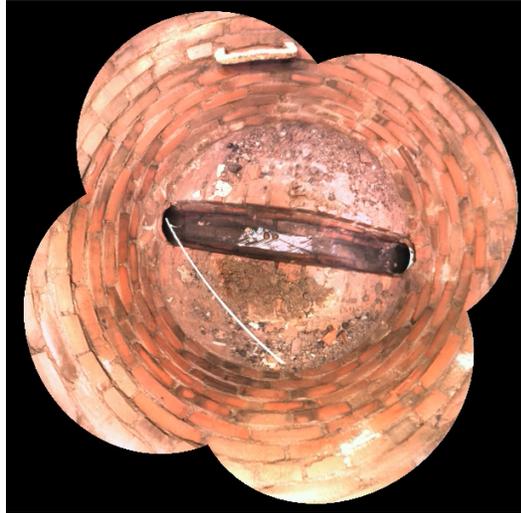


Figure 6: Example Root Intrusion





Figure 7: Example I/I Evidence of Gravel in Sewer



Improvement Recommendations

Route 1A – Reconstruction Project Area

The condition of sewer main and manholes was generally in good condition throughout the Route 1A reconstruction project, except for the section of sewer constructed of AC main and barrel-block manholes. There are several significant deficiencies in the AC pipe and in the manhole structures, which are barrel-block construction and exhibited evidence of I/I from damage block and mortar joints. The type and condition of each sewer lateral along this section of AC main is not known, although one appears to be PVC based on the tap connection. There are approximately seven services connected to the approximately 1,800 feet of sewer main within the MDOT project area.

Two barrel-block manholes and approximately 180 feet of AC main are located outside of the MDOT project area.

We recommend the following actions:

- Replacement of all barrel-block manholes within the MDOT project area and replacement and/or rehabilitation of the two barrel-block manholes outside of the MDOT project area.
- Replacement of non-PVC service laterals along the AC main section within the MDOT project area.
- Lining repair of all existing AC main to restore its structural integrity and seal infiltration sources. This can occur after the MDOT project is complete.

A summary cost estimate for these recommendations is provided in Table 2 and a more detailed estimated is included as an attachment.

The full impacts of the scheduled MDOT road reconstruction project have not been evaluated as part of the scope of this report and will be assessed as part of Task Order 16 and presented separately from this report.



Western Avenue – Main Road North to Route 202 Intersection

The condition of sewer along this section of Western Avenue warrants full replacement due to its poor condition.

We recommend the following:

- Replacement of all gravity sewer and service laterals along Western Avenue.
- Replacement of gravity sewer and service laterals on Dewey Street to minimize future disruption.
 - We recommend replacement through open-cut installation within the road right-of-way to occur in advance of or concurrent with the scheduled road rehabilitation project.

For the purposes of this evaluation, we have assumed that the Town will conduct a stand-alone project. However, approaching it as a project concurrent with the road reconstruction project will minimize paving costs on Western Avenue, although the Town will be subject to local cost sharing. A summary total project cost estimate for this Work is provided in Table 2 and a more detailed estimated is included as an attachment.

Western Avenue – Route 202 Intersection to Mayo Road

The sewer system along Western Avenue extending west from the Route 202 intersection does not require significant rehabilitation. Impacts from paving projects (overlay or mill and fill-type projects) are typically minimal and do not require structure replacement or grade adjustment.

We recommend addressing deficiencies noted in the inspections such as replacement of broken manhole covers, reconstruction of manhole inverts for proper drainage, and sealing of manhole joints where infiltration is apparent. We also recommend addressing infiltration occurring at lateral taps by excavating and replacing, injection-grouting, or otherwise repairing the leaking tap connections prior to paving activities along Western Avenue.

No cost estimate is provided for this Work as it does not require significant capital investment.

Main Road North – South of Western Avenue Intersection

The condition of sewer along this section of Western Avenue warrants full replacement due to its poor condition. We recommend replacement through open-cut installation within the road right-of-way.

As this area is scheduled for water main replacement in 2018 by the Hampden Water District, we recommend that the Town coordinate sewer replacement to minimize overall construction impacts. We do not recommend scheduling this work to occur while the MDOT Route 1A reconstruction project is in progress due to the combined impact of construction projects on the Route 1A corridor. Pavement and sidewalk restoration will be required for this project due to the location of the sewer. Coordination water main and sewer replacement

A summary total project cost estimate for this Work is provided in Table 2 and a more detailed estimated is included as an attachment.



Summary

Summaries of the sewer main and manhole inspection results are included as Attachment 1 and Attachment 2, respectively. This is intended to provide a quick reference to the type of sewer and overall condition until a more comprehensive reporting system is adopted by the Town.

The estimated total project cost for each recommendation, including contingency, engineering, and construction administration services, is provided in Table 2. Detailed estimates are included as Attachments 3 and 4 for each respective project.

Table 2: Summary Cost Estimate

Project Area	Estimated Cost
Main Road North/Rt. 1A – Old County Road to Hillside Drive Sewer Rehabilitation	\$442,000 (Partial estimate and does not include all costs associated with Rt. 1A project)
Western Avenue – Main Road North to Route 202 Intersection	\$754,000
Main Road North – South of Western Avenue	\$635,000

We trust the information provided within this letter is useful to the Town for budget planning. We would be happy to continue our work with the Town to prioritize the improvements discussed in this letter and to assist with implementation. If you have any questions or concerns, please don't hesitate to contact me at 207-945-5105 or via email at kcorbeil@woodardcurran.com.

Sincerely,

WOODARD & CURRAN

Kyle Corbeil, P.E.
Technical Manager

KMC/jeh

cc: Jim Wilson, P.E. – Woodard & Curran

PN: 213302.17

ATTACHMENT 1
MAIN SUMMARY



CLIENT Town of Hampden
PROJECT Sanitary Sewer Inspection Review

1 MERCHANTS PLAZA
SUITE 501
BANGOR, MAINE 04401
TEL.(207) 945-5105

DESIGNED BY KMC DATE 1/9/2018
CHECKED BY _____ DATE _____
PROJECT NO. 0213302.17

Project Area	Upstream MH	Downstream MH	Location	Pipe Material	Pipe Diameter	Pipe Length	Structural					Operations & Maintenance					Sum		Overall Index	Quick Rating	Notes
							1	2	3	4	5	1	2	3	4	5	Structural	O & M			
DOT Rt. 1A Reconstruction and Bridge Replacement 2018/19	MN3008	MN3009	Main Rd N	PolyVinyl Chloride	10	221.4											0	0			No issues
	MN3009	MN3010	Main Rd N	PolyVinyl Chloride	12	259											0	0			No issues
	MN3010	MN3011	Main Rd N	PolyVinyl Chloride	12	241.5											0	0			No issues
	MN3011	MN3012	Main Rd N	PolyVinyl Chloride	12	228.8											0	0			No issues
	MN3012	MN3013	Main Rd N	PolyVinyl Chloride	12	258.9											0	0			No issues
	MN3013	MN3014	Main Rd N	PolyVinyl Chloride	12	251.4											0	0			No issues
	MN3014	MN3015	Main Rd N	PolyVinyl Chloride	12	219.6											0	0			No issues
	MN3015	MN3016	Main Rd N	PolyVinyl Chloride	12	42.4									4		0	4	4.0	4100	Camera underwater
	MN3016	MN3017	Main Rd N	PolyVinyl Chloride	12	95.1											0	0			No issues
	MN3017	MN3018	Main Rd N	PolyVinyl Chloride	12	46.5											0	0			Heavy cleaning required to clear obstruction
	MN3019	MN3020	Main Rd N	PolyVinyl Chloride	8	101.6			2								2	0	2.0	2100	Large joint offset
	MN3020	MN3021	Main Rd N	PolyVinyl Chloride	8	421.6											0	0			No issues
	MN3021	MN3022	Main Rd N	PolyVinyl Chloride	8	347.5			2					2			2	2	2	2200	Sag near MN3021
	MN3023	MN3024	Main Rd N	PolyVinyl Chloride	8	164.9			2								2	0	2	2100	Crack in PVC at 248 ft
	MN3022	MN3023	Main Rd N	PolyVinyl Chloride	8	370.9											0	0			
	MN3024	MN3025	Main Rd N	PolyVinyl Chloride	8	168.8			2					2			2	2			Sag at 161.3 ft
	MN3025	MN3026	Main Rd N	PolyVinyl Chloride	8	341			6					6			6	6	2	2600	Multiple sags, high water
	MN3026	MN3027	Main Rd N	PolyVinyl Chloride	8	357.3			14					14			14	14	2	2A00	Multiple sags, high water
	MN3027	MN3028	Main Rd N	PolyVinyl Chloride	8	175.8			6					6			6	6	2	2600	Multiple sags, pipe indented from backfill
	MN3028	MN3029	Main Rd N	PolyVinyl Chloride	8	174.1											0	0			
	MN3029	MN3030	Main Rd N	PolyVinyl Chloride	8	261.8											0	0			
	MN3030	MN3031	Main Rd N	PolyVinyl Chloride	8	253.5											0	0			
	MN3031	MN3032	Main Rd N	PolyVinyl Chloride	8	254											0	0			
	MN3032	MN3033	Main Rd N	PolyVinyl Chloride	12	37.9											0	0			
	MN3033	MN3034	Main Rd N	PolyVinyl Chloride	12	152.4											0	0			
	MN3034	MN3018	Main Rd N	PolyVinyl Chloride	12	156.2									4		0	4	4	4100	High water level from Sou. PS backwater
	MN3018	SOUPS	Main Rd N	Ductile Iron Pipe	15	75.3									4		0	4	2	2200	Grease deposits
																	0	0			
		MN1001	MN1002	Main Rd N	Asbestos Cement	8	200.8										10	0	5	5200	Holes in pipe at 1.4 ft and 157 ft (concrete filled?)
		MN1002	MN1003	Main Rd N	Asbestos Cement	8	212.2								4		0	4	2	2200	Deposits/gravel/concrete, intruding tap
		MN1003	MN1004	Main Rd N	Asbestos Cement	8	193.6										0	0			Chip in pipe bell
		MN1004	MN1005	Main Rd N	Asbestos Cement	8	200.5										0	0			Patch repair
		MN1005	MN1006	Main Rd N	Asbestos Cement	8	246.7								2	3	5	5	3.3	5131	Holes in pipe, infiltration weeper, roots
		MN1006	MN1007	Main Rd N	Asbestos Cement	8	227.8								4		0	4	2	2200	Roots, chip in pipe bell, small diam. Lateral (2")
	MN1007	MN1008	Main Rd N	Asbestos Cement	8	232.5								2		5	2	3.5	5121	Holes in pipe, infiltration weeper	
	MN1008	MN1009	Main Rd N	Asbestos Cement	8	255.3			2					2		2	2	2	2200	Surface spalling	
	MN2001	MN2002	Main Rd N	PolyVinyl Chloride	8	169.2										0	0				
	MN2002	MN2003	Main Rd N	PolyVinyl Chloride	8	256.4										0	0				
	OC1000	MN2004	Old County Rd	Polyethylene	8	251.7								4	8	0	12			Infiltration runner, defective breakin tap, high water level	
	MN2004	MN2005	Main Rd N	PolyVinyl Chloride	8	303.9										0	0				
	MN2005	MN2006	Main Rd N	PolyVinyl Chloride	8	177.1										0	0				
	MN2006	MN2003	Main Rd N	PolyVinyl Chloride	8	197.9										0	0				

**ATTACHMENT 1
MAIN SUMMARY**

Project Area	Upstream MH	Downstream MH	Location	Pipe Material	Pipe Diameter	Pipe Length	Structural					Operations & Maintenance					Sum		Overall Index	Quick Rating	Notes	
							1	2	3	4	5	1	2	3	4	5	Structural	O & M				
DOT Rt. 1A Paving Project Main Road North South of Western Ave	MN3002	MN3003	Main Rd N	Vitrified Clay Pipe	8	244.2		2					20	6			2	26	2.2	322A	Several infiltration weepers, roots	
	MN3001	MN3002	Main Rd N	Vitrified Clay Pipe	8	255.2	1		12		10		1		12	4		23	17	3.1	5241	Pipe fracture, holes in pipe, roots
	MN3003	MN3004	Main Rd N	Vitrified Clay Pipe	8	262.5		8					6	16	39	4		8	65	2.3	413A	Numerous infiltration points and roots
	MN3004	MN3005	Main Rd N	PolyVinyl Chloride	8	288.1		2						2				2	2	2	2200	Sag
	MN3005	MN3006	Main Rd N	Vitrified Clay Pipe	8	42.3								26				0	26	2	2A00	Intruding services, numerous infiltration weepers
	MN3006	MN3007	Main Rd N	Vitrified Clay Pipe	8	221		6						18				6	18	2	2A00	Grease-coated lateral, attached deposits, sags
	MN3007	MN3008	Main Rd N	PolyVinyl Chloride	10	31.1												0	0			
DOT Western Ave Sidewalk Construction and Paving Project	WS1001	WS1002	Western Ave	PolyVinyl Chloride	8	420.3											0	0				
	WS1002	WS1003	Western Ave	PolyVinyl Chloride	8	423.6											0	0				
	WS1003	WS1004	Western Ave	PolyVinyl Chloride	8	382.4											0	0				
	MAY011	WS1004	Western Ave	PolyVinyl Chloride	8	67.6											0	0				
	WES001	WES002	Western Ave	PolyVinyl Chloride	8	303											0	0				
	WES002	WES003	Western Ave	PolyVinyl Chloride	8	395.8											0	0				
	WES003	WES004	Western Ave	PolyVinyl Chloride	8	298.8											0	0				
	WES004	WES005	Western Ave	PolyVinyl Chloride	8	194.5											0	0				
	WES005	WES006	Western Ave	PolyVinyl Chloride	8	173.9											0	0				
	WES006	WES007	Western Ave	PolyVinyl Chloride	8	374.3									4		0	4	4	4100	Infiltration runner at break in tap at 281 ft	
WES007	WES008	Western Ave	PolyVinyl Chloride	8	243.9								2			0	2	2	2100	Infiltration weeper at break in tap at 32 ft		
WES008	WES009	Western Ave	PolyVinyl Chloride	8	167											0	0					
WES009	WES010	Western Ave	PolyVinyl Chloride	8	396.4								2			0	2	2	2100	Grease deposits		
BACTS Western Ave Reconstruction	WES011	WES012	Western Ave	Vitrified Clay Pipe	8	220.9		4	15	8	15		4			42	4	3.3	5342	Multiple pipe fractures, infiltration weepers, holes in pipe		
	WES012	WES013	Western Ave	Vitrified Clay Pipe	8	220			33	4	15		6			52	6	3.2	5341	Multiple pipe fractures, infiltration weepers, holes in pipe		
	WES013	WES014	Western Ave	Vitrified Clay Pipe	8	152.8			18		5		12			23	12	2.7	5136	Pipe cracks and fractures, large holes in pipe, lateral full of debris		
	WES014	WES015	Western Ave	Vitrified Clay Pipe	8	250.7	1	2	30	4	35		6			72	6	3.3	5741	Pipe cracks and fractures, multiple holes in pipe		
	WES015	WES016	Western Ave	Vitrified Clay Pipe	10	43.5			3	4			2			7	2	3	4131	Pipe fracture, obstacle in pipe (repaired)		
	WES016	WES017	Western Ave	Vitrified Clay Pipe	10	231.1		10	36	8	50		10			104	10	3.3	5A42	Pipe cracks and fractures, multiple holes in pipe		
	WES017	MN3007	Western Ave	Vitrified Clay Pipe	10	245.2			24	8	55		2			87	2	3.8	5A42	Pipe cracks and fractures, multiple holes in pipe		
No Project	MN1009	MN1010	Main Rd N	Asbestos Cement	8	160.1					5		4			5	4	3	5122	Hole in pipe, concrete deposits, infiltration		
	MN1010	MN1011	Main Rd N	Asbestos Cement	8	18.9	2									2	0	1	1200	Joint offset at AC/PVC connection, 22 elbows		
	MN1011	MN1012	Main Rd N	PolyVinyl Chloride	8	214.4										0	0					
	MN1012	MN1013	Main Rd N	PolyVinyl Chloride	8	335.9										0	0					
	MN1013	MN1014	Main Rd N	PolyVinyl Chloride	8	287.2		2						2			2	2			Sag	
	MN1014	MN1015	Main Rd N	PolyVinyl Chloride	8	329.4										0	0					
	MN1016	MN1015	Main Rd N	PolyVinyl Chloride	8	368.3										0	0				Backfill indent on pipe	
	MN1016	INT000	Main Rd N	PolyVinyl Chloride	8	55.4	1									1	0	1	1100	Joint partially separated at Fernco, outside drop		
	INT100	INT101	Main Rd N	Ductile Iron Pipe	21	254.8								12			0	12	2.9	3026		
INT101	INT102	Main Rd N	Ductile Iron Pipe	21	195								6			0	6	2.9	3F23	Surface corrosion, infiltration weeper		

**ATTACHMENT 2
MANHOLE SUMMARY**



CLIENT Town of Hampden
PROJECT Sanitary Sewer Inspection Review

1 MERCHANTS PLAZA
SUITE 501
BANGOR, MAINE 04401
TEL.(207) 945-5105

DESIGNED BY KMC DATE 01/09/2018
CHECKED BY _____ DATE _____
PROJECT NO. 0213302.17

Project Area	Manhole Number	Location	In Pavement	Grade to Invert Depth (ft)	Structural Rating					Operations & Maintenance Rating					Sum	Overall	Manhole Rating	LoF	Condition Notes			
					1	2	3	4	5	1	2	3	4	5						Structural	O & M	
DOT Rt. 1A Reconstruction and Bridge Replacement 2018/19	MN3008	Main Road North at Western Ave	Yes	9.7	3						7					3	7	10	1.0	2.0	Precast, installed in 2014, infiltration stain at joint	
	MN3009	Main Road North	Yes	8.33	3						5	2				3	7	10	1.1	2.1	Precast, installed in 2014, infiltration weeper at grade ring joint	
	MN3010	Main Road North	Yes	10.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2014, infiltration stain at joint	
	MN3011	Main Road North	Yes	7.58	3						6					3	6	9	1.0	1.9	Precast, installed in 2014, infiltration stain at joint	
	MN3012	Main Road North at Elm Street	Yes	7.83	3						7					3	7	10	1.0	2.0	Precast, installed in 2014	
	MN3013	Main Road North	No	5.5	3						8					3	8	11	1.0	2.0	Precast, installed in 2014	
	MN3014	Main Road North	No	4.25	3						6					3	6	9	1.0	1.9	Precast, installed in 2014	
	MN3015	Main Road North at CSO PS	No	7.41	3						7					3	7	10	1.0	2.0	Precast with inlet from 12" Interceptor and CSO PS	
	MN3016	Main Road North at CSO PS	No	5.5	3						6					3	6	9	1.0	1.9	Precast with inlet from CSO tank overflow	
	MN3017	Main Road North	No	3.83	3						6					3	6	9	1.0	1.9	Precast	
	MN3018	Main Road North at Sou. PS	No	4.91	3						6					3	6	9	1.0	1.9	Precast, inlet to Sou. PS	
	MN3019	Main Road North																				Not inspected
	MN3020	Main Road North	No	8.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3021	Main Road North	No	7.08	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3022	Main Road North	Yes	7.91	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3023	Main Road North	No	7.08	3	4					5					7	5	12	1.2	2.2	Precast, installed in 2006, cracked barrel section	
	MN3024	Main Road North at _____	No	8.17	3						8					3	8	11	1.0	2.0	Precast, installed in 2006	
	MN3025	Main Road North	Yes	10.33	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3026	Main Road North	Yes	12	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3027	Main Road North	Yes	9.75	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3028	Main Road North	No	8.42	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3029	Main Road North	Yes	8.17	3						6					3	6	9	1.0	1.9	Precast, installed in 2006, misaligned inlet/channel	
	MN3030	Main Road North	Yes	7.83	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3031	Main Road North	Yes	7.17	3						5					3	5	8	1.0	1.8	Precast, installed in 2006	
	MN3032	Main Road North	No	7	3						6					3	6	9	1.0	1.9	Precast, installed in 2006	
	MN3033	Main Road North	No	10	3						7					3	7	10	1.0	2.0	Precast, installed in 2006, 4 way 12"	
	MN3034	Main Road North	No	3.17	3		3				6					6	6	12	1.2	3.1	Precast, installed in 2006, frame offset	
	MN1001	Main Road North at Old County Road	No													0	0	0				Not inspected
	MN1002	Main Road North	No	6.9	3		3				6					6	6	12	1.2	3.1		Barrel block, small break in pipe invert opening
	MN1003	Main Road North	No	6	3						6					3	6	9	1.0	1.9		Barrel block, poor invert condition
	MN1004	Main Road North	No	5.5	3		3				6					6	6	12	1.2	3.1		Barrel block, missing mortar, poor invert condition
	MN1005	Main Road North	No	6	4		3	4			6					11	6	17	1.4	4.1		Offset frame, barrel block, missing mortar, poor invert condition
	MN1006	Main Road North	No	6	3						6					3	6	9	1.0	1.9		Barrel block, missing mortar, break in pipe invert
	MN1007	Main Road North	No	6.3	3		3				6					6	6	12	1.2	3.1		Barrel block, missing mortar, break in pipe invert
MN1008	Main Road North at Carriage Lane	No	7.58	4			4			7	2				8	9	17	1.3	4.1		Barrel block, missing mortar, break in pipe invert	
MN2001	Main Road North	No	5.67	3						5					3	5	8	1.0	1.8		Precast	
MN2002	Main Road North	Yes	6.67	3						6					3	6	9	1.0	1.9		Precast	
MN2003	Main Road North	Yes	6.75	3						7	2		5		3	14	17	1.4	5.1		Precast, leaking insert cover	
MN2004	Main Road North	No	6.9	3						6					3	6	9	1.0	1.9		Precast	
MN2005	Main Road North	No	6	3						7					3	7	10	1.0	2.0		Precast, debris on shelf and in invert from 4" lateral	
MN2006	Main Road North at Frances Drive	No	7.4	3						6					3	6	9	1.0	1.9		Precast, roots from bottom joint, poorly formed invert from Frances Drive	
OC1000	Old County Road	Yes	5.08	3					5	6					8	6	14	1.4	5.1		Precast, installed in 2015, frame offset	

**ATTACHMENT 2
MANHOLE SUMMARY**

Project Area	Manhole Number	Location	In Pavement	Grade to Invert Depth (ft)	Structural Rating					Operations & Maintenance Rating					Sum	Overall	Manhole Rating	LoF	Condition Notes				
					1	2	3	4	5	1	2	3	4	5						Structural	O & M		
DOT Rt. 1A Paving Project Main Road North, South of Western Ave	MN3001	Main Road North																Not inspected					
	MN3002	Main Road North	Yes	7.67	3				4					6		7	6	13	1.3	4.1	Brick manhole, fractured grade ring		
	MN3003	Main Road North at Weatherbee School	Yes	9.75	3									6	4		3	10	13	1.2	2.2	Brick manhole, infiltration weepers, gravel deposits on bench, lateral inlet without drop	
	MN3004	Main Road North	Yes	7.33	3			3						6	2		6	8	14	1.3	3.1	Brick manhole, displaced brick in grade ring, gravel deposits on bench	
	MN3005	Main Road North	Yes	6.9	3									6			3	6	9	1.0	1.9	Brick manhole, gravel deposits on bench	
	MN3006	Main Road North	Yes	8.17	3									7	2		3	9	12	1.1	2.1	Brick manhole, infiltration weeper at joint, 4" lateral without drop pipe	
	MN3007	Main Road North																				Not inspected	
MDOT Western Ave Sidewalk Construction and Paving Project	MAY011	Western Ave at Mayo Road	No	8.4	3	4								5			7	5	12	1.2	2.2	Precast, surface damage to concrete barrel sections, possible H2S issue	
	WS1001	Western Ave	No	6	3									7			3	7	10	1.0	2.0	Precast, Mayo PS discharge, may be mislabeled, should be WES1001?	
	WS1002	Western Ave	No	8.08	3									6			3	6	9	1.0	1.9	Precast, Two unsupported pipe drop laterals	
	WS1003	Western Ave	No	7.41	2									7	2		2	9	11	1.1	2.1	Precast	
	WS1004	Western Ave	Yes	10.75	3									7			3	7	10	1.0	2.0	Precast	
	WES1001	Western Ave	No	4.5	3									6			3	6	9	1.0	1.9	Precast	
	WES1002	Western Ave	No	6.17	2				4					6	2		6	8	14	1.4	4.1	Precast. Broken cover	
	WES1003	Western Ave	Yes	7.5	1			3						6	2	3	4	11	15	1.5	3.2	Break in pipe invert, invert/bench modified	
	WES1004	Western Ave	No	6.83	3									6			3	6	9	1.0	1.9	Precast	
	WES1005	Western Ave	No	5.83	3									7			3	7	10	1.0	2.0	Precast, incorrectly labeled pipe sizes???	
	WES1006																0	0	0				Not inspected
	WES1007																0	0	0				Not inspected
	WES1008	Western Ave	No	6.58	3									6	2		3	8	11	1.1	2.1	Precast, infiltration weeper at joint, cut in invert	
WES1009	Western Ave	No	11.75	3									7			3	7	10	1.0	2.0	Precast, unusual invert		
WES1010																						Not inspected	
BACTS Western Ave Reconstruction	WES1011	Western Ave	Yes	6	3			3						7			6	7	13	1.2	3.1	Brick manhole, issue with chimney	
	WES1012	Western Ave	Yes	6.33	3	8								7			11	7	18	1.3	2.4	Brick manhole, cracks in barrel, infiltration stain	
	WES1013	Western Ave	Yes	7.41	3									6			3	6	9	1.0	1.9	Brick manhole	
	WES1014	Western Ave	Yes	6.75	3									5			3	5	8	1.0	1.8	Brick manhole	
	WES1015	Western Ave at Dewey St	Yes	7.91	3			6						5		3	9	8	17	1.5	3.3	Brick manhole, large fractures in wall, missing brick, unusual invert in from Dewey	
	WES1016	Western Ave																					Not inspected
	WES1017	Western Ave	Yes	7.83	3			6						7			9	7	16	1.3	3.2	Brick manhole, large fractures in wall, missing brick	
	WES1017A	Western Ave at Main Road North	Yes	7.33	3									6			3	6	9	1.0	1.9	Brick manhole	
No project	MN1009	Main Road North	No	7	3									7			3	7	10	1.0	2.0	Concrete riser cone over barrel block, break in pipe invert	
	MN1010	Main Road North at Mountain View Drive	No	7.08	4			3						6	4		7	10	17	1.3	3.1	Barrel block, missing mortar, break in pipe invert, poor invert condition, infiltration weeper	
	MN1011	Main Road North	Yes	7.4	3									7			3	7	10	1.0	2.0	Precast, installed in 2009	
	MN1012	Main Road North at Hillside Drive	Yes	8.4	3									6			3	6	9	1.0	1.9	Precast, installed in 2009	
	MN1013	Main Road North	Yes	7.4	3									6			3	6	9	1.0	1.9	Precast, installed in 2009	
	MN1014	Main Road North	Yes	7.4	3									6			3	6	9	1.0	1.9	Precast, installed in 2009	
	MN1015	Main Road North	Yes	7.17	3									6			3	6	9	1.0	1.9	Precast, installed in 2009	
	MN1016	Main Road North at Patterson Street	Yes	7.75	3									7			3	7	10	1.0	2.0	Precast, installed in 2009	
No Project	INT000	Main Road North at Patterson St.	No	16.5	3									8			3	8	11	1.0	2.0	Precast	
	INT100	Main Road North	No	5.4	3									5			3	5	8	1.0	1.8	Precast	
	INT101	Main Road North	Yes	9.08	3									6			3	6	9	1.0	1.9	Precast	
	INT102	Main Road North	Yes	10	3									6			3	6	9	1.0	1.9	Precast	



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

T 800.426.4262
T 207.945.5105

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

TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 3

WESTERN AVE - BACTS RECONSTRUCTION PROJECT

OPINION OF PROBABLE COST

January 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 28,000	\$ 28,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 2,500
3	Select Backfill	CY	50 *	\$ 50	\$ 2,500
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	700	\$ 80	\$ 56,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	1,300	\$ 120	\$ 156,000
7	Open Cut Main Replacement - Western Avenue	LF	1,370	\$ 150	\$ 205,500
8	Open Cut Main Replacement - Dewey Street	LF	400	\$ 150	\$ 60,000
9	Four Foot Diameter Pre-Cast Manhole - Western Avenue	EA	8	\$ 6,000	\$ 48,000
10	Four Foot Diameter Pre-Cast Manhole - Dewey Street	EA	1	\$ 6,000	\$ 6,000
Total Estimated project cost					\$580,000
15% Contingency					\$87,000
15% Admin, Engineering & Construction Admin Services					\$87,000
Total + Contingency					\$754,000



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

T 800.426.4262
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1 Merchants Plaza, Suite 501
Bangor, Maine 04401
www.woodardcurran.com

TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 4

MAIN ROAD NORTH - SOUTH OF WESTERN AVE (REMAINING PORTION OF PRIORITY AREA #4)

OPINION OF PROBABLE COST

January 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 24,000	\$ 24,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 2,500
3	Select Backfill	CY	50 *	\$ 50	\$ 2,500
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	200	\$ 80	\$ 16,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	1,500	\$ 120	\$ 180,000
7	Asphalt Curb	LF	960	\$ 12	\$ 11,600
8	Open Cut Main Replacement	LF	1,320	\$ 150	\$ 198,000
9	Four Foot Diameter Pre-Cast Manhole	EA	7	\$ 6,000	\$ 42,000
Total Estimated project cost					\$487,000
15% Contingency					\$74,000
15% Admin, Engineering & Construction Services					\$74,000
Total + Contingency					\$635,000

* Indeterminate Quantity



**COMMITMENT & INTEGRITY
DRIVE RESULTS**

T 800.426.4262
T 207.945.5105

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

TOWN OF HAMPDEN - SANITARY SEWER REPLACEMENT

ATTACHMENT 5

MAIN ROAD NORTH - MDOT ROUTE 1A RECONSTRUCTION PROJECT

OPINION OF PROBABLE COST

January 2018

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Value
OPINION OF PROBABLE COST					
1	Administration	LS	1	\$ 31,000	\$ 31,000
2	Excavation of Unsuitable Materials	CY	50 *	\$ 50	\$ 3,000
3	Select Backfill	CY	50 *	\$ 50	\$ 3,000
4	Rock Excavation	CY	50 *	\$ 200	\$ 10,000
5	Pavement Repair - Town Roads, Driveways & Sidewalks	SY	200	\$ 80	\$ 16,000
6	Pavement Repair - State Roads, Driveways & Sidewalks	SY	100	\$ 120	\$ 12,000
7	Open Cut Main Replacement	LF	20	\$ 150	\$ 3,000
8	Trenchless Main Replacement	LF	1,950	\$ 90	\$ 176,000
9	Four Foot Diameter Pre-Cast Manhole	EA	10	\$ 6,000	\$ 60,000
10	Manhole grade adjustment	EA	30	\$ 800	\$ 24,000
Total Estimated project cost					\$340,000
15% Contingency					\$51,000
15% Admin, Engineering & Construction Services					\$51,000
Total + Contingency					\$442,000

January 5, 2017



Sean Currier, Public Works Director
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Souadabscook Sewer Pump Station and Force Main Review

Dear Sean:

The following is our summary review of the Souadabscook Sewer Pump Station (PS-2) and force main review per Task Order #13. We reviewed potential impacts from the upcoming Maine Department of Transportation (MDOT) Grist Mill Bridge replacement, including force main replacement and effects on pump station operation. The Grist Mill Bridge project is currently on the 2017/2018 MDOT Work Plan, along with a road rehabilitation project extending from Western Avenue to Mountainview Drive. The following tasks were included in the review:

1. Research PS and force main as-built drawings, pump model and flow curve, operational records;
2. Confirm existing conditions via site visit;
3. Perform hydraulic calculations to evaluate force main replacement;
4. Review necessity for pumping modifications if applicable;
5. Produce summary memo with findings; and
6. Develop budgetary cost estimate for force main replacement.

On June 1, 2016, Woodard & Curran (W&C) visited the Souadabscook Sewer Pump Station, located at the Hampden Water District office on Main Road North. We collected equipment information and other site-specific information.

We consulted with the Bangor Wastewater Department, who provides sewer pump station maintenance services for the Town, and Sargent Corporation, who installed the replacement force main in 2006. We also consulted with the MDOT and their bridge design consultant, T.Y. Lin International Group, regarding the new Grist Mill Bridge design and potential impacts on the utilities.

This is not intended to be a comprehensive review of the Souadabscook Sewer Pump Station for planning purposes or preliminary engineering for pump station upgrades. We have provided recommendations regarding a comprehensive pump station review later in this report.

Background

The force main crossing the Grist Mill Bridge was originally installed around 1982 as part of Interceptor Sewer Contract 1 and extends from the Souadabscook PS to the vicinity of Chickadee Lane and Sunrise Lane, where it discharges to a 20-inch ductile iron gravity sewer main. The overall length is approximately 4,040 feet based on the As-Built drawings. The Contract 1 As-Built drawings, dated February 1983, detail the original pipe as 8-inch diameter Permastran, which was an epoxy-fiberglass wrapped plastic pipe. It is not clear if the entire length of this main was Permastran, ductile iron, or other typical pressure pipe material.



The force main was partially replaced in 2006 by Sargent Corporation in conjunction with a gravity sewer replacement project, with replacement extending from the intersection of Dudley Road north to the gravity sewer transition. Per the Sargent project manager, Sean Milligan, the replacement section consisted of 12-inch diameter pressure-rated PVC (AWWA C900 pipe trademarked as Blue Brute by JM Eagle). This replacement section length is approximately 3,600 feet and did not include the section between the pump station and Dudley Road intersection. We do not have drawings for the replacement project and have relied on Town and Contractor information.

The connection point between the new 12-inch diameter pressure PVC pipe and the original force main in the Dudley Road intersection consists of a valved pipe manifold that was used to connect both the replacement force main and bypass piping to the remaining 8-inch diameter force main. Per Sargent Corporation, the valved manifold is thought to remain in place with the bypass piping end capped and gate valve operators buried.

The 8-inch diameter force main crosses the Grist Mill Bridge as a buried installation between the road surface and the concrete structure with foam board insulation above and below the pipe, although exact construction details were not available on the As-Built drawings. Discussions with the MDOT indicate that there is 3-7 feet of soil over the existing bridge concrete beam. The force main otherwise appears to be typical of buried pipe installation practices.

A 12-inch diameter PVC gravity sewer main also crosses the bridge parallel to the force main, connecting the sewer service area along Coldbrook Road and Main Road North to the Souadabscook Pump Station. Installation of this pipe appears to be similar to the force main, running approximately 155 feet between manholes with a slope of 0.024.

The pump station consists of two Fairbanks-Morse 5400 series vertically mounted split case solids handling pumps. A pump data sheet obtained from Fairbanks-Morse is attached for reference. One pump is active and controlled by the single variable frequency drive (VFD) with constant level control, but can also be operated as a start/stop pump station based on high and low wet well level. The pumps are rotated in operation, but the VFD cannot be taken offline.

Table 1: Existing Pump Data

Manufacturer	Fairbanks Morse
Installation Year	1983
Model/Size	B5434 4x8 inch
Stages/RPM	Single stage 1770 rpm
Impeller	13.65 inch
Rated Flow	800 gpm @ 188 ft TDH
Motor	75 HP



Evaluation

We were able to conduct a preliminary review of the hydraulic conditions using the information referenced previously. However, we were not able to directly assess the pump or force main hydraulic performance due to the lack of suction and discharge pressure gauges. The gauge taps for Pump #2 appear to have broken off and have not been repaired. Properly functioning pressure gauges and maintenance records of their readings allow an assessment of pumping conditions, particularly regarding changes in pump performance and force main flows.

At the time of the site visit, the Pump #2 speed was approximately 72% and cycling on and off based on wet well level. Based on the assumption that the pump is operating according to its published pump curve, the resulting flow rate is approximately 250-300 gpm, which is near the minimum allowable flow for that pump model. The calculated pumping capacity for the current pump arrangement and piping configuration (8-inch pipe and 12-inch pipe) is 1,600 gpm, although the actual capacity is likely limited by the motor horsepower as well as pump and pipe condition. The installed pump motor is rated for 75 HP and the full capacity of the pump exceeds that value. The capacity prior to force main replacement was approximately 980 gpm.

Force main sizing is generally dictated by minimum and maximum flow velocities to ensure that flows are adequate to maintain solids in suspension while not requiring excessive pump horsepower and power consumption. Generally, raw wastewater force mains should maintain a pipe velocity of 2 feet/second, provided that the pumping system generates a peak velocity of at least 3.5 feet/second each day to suspend settled material. The table below summarizes the current flow conditions and design parameters for the existing force main.

Table 2: Force Main Summary

Parameter	Typical Design Velocity	Estimated Flow	Estimated Forcemain Condition	
			8-inch	12-inch
Minimum	2 ft/sec	250 gpm*	1.6 ft/sec	0.8 ft/sec
Daily Maximum	3.5 ft/sec		Not recorded 700 gpm required	Not recorded 1,230 gpm required
Peak	8 ft/sec	1,600**	9.2 ft/sec	5.1 ft/sec

* Estimated from current model pump curve.

**Estimated capacity using hydraulic calculations, not field-verified.

As the table illustrates, the minimum velocity in both force main sections are below typical design values, although the velocity in the 12-inch section is less than one half the typical design condition. It is unclear if the Daily Maximum Velocity condition is achieved for either pipe section on a daily basis.

Force mains are typically designed with peak velocities up to 8 feet per second to limit headloss and power consumption. We estimated that the velocity at peak pump capacity in the 8-inch pipe exceeds this value, while the 12-inch pipe remains well below.

We evaluated using 12-inch diameter pipe for the full length of the force main and a small increase in capacity from 1,600 gpm to approximately 1,700 gpm was calculated. The relatively short length of 8-inch main has a minimal effect on overall headloss and pump power consumption.



A 20-inch diameter ductile iron gravity sewer conveys flow from the pump station force main north toward the Bangor Wastewater Treatment Plant. The minimum slope of this line is 0.0006 feet/feet per the 1983 As-Built drawings. We estimated the capacity of this 20-inch sewer main as approximately 1,400 gpm. It appears that the existing pump station capacity exceeds the capacity of the 20-inch diameter receiving gravity sewer. Any increases to the pump station capacity are likely to require additional gravity sewer capacity.

The following is a list of other observations and conditions noted at the time of our visit:

1. Pump installation date of 1983 indicates 33 years of use. The typical guidance for replacing pumping equipment is 20 years unless regular maintenance and rehabilitation allows otherwise. Similarly, valves, piping, and electrical equipment may also require replacement due to age or to meet current code requirements.
2. Pump #2 exhibited noticeable vibration during operation, indicative of an out-of-balance condition, motor bearing issue, or other mechanical problem. The Bangor Wastewater staff were asked about this vibration and they stated that it has been ongoing for a significant amount of time without noticeably affecting operation.
3. The piping and concrete support in the stilling well installed in 1996 is severely corroded. This piping serves to contain effluent in the structure and prevent air entrainment from affecting the pump suction lines.
4. Water level in the upstream manhole (located in the grass swale adjacent to Main Road North) was near the pipe crown during relatively dry conditions. This appears to be primarily a result of backwater effect upstream of the grinder station, but does presents a risk of clogging in the gravity line due to inadequate velocity.
5. The access hatch to the north wet well has a failed hinge and did not operate properly.
6. There do not appear to be any wet well tank vents. Any vents should be equipped with odor control canisters.

Recommendations

We recommend that the Town replace the existing force main from the Souadabscook PS to Dudley Road in conjunction with the MDOT bridge project and that the pipe remain 8-inch diameter for the following reasons:

- The pumping capacity is consistent with that required of an 8-inch diameter force main.
- The receiving gravity sewer is limited to near the current estimated pumping capacity.
- The Town's permitted discharge volume and peak rate are limited.
- A larger size diameter results in low pipe velocity and risk of solids deposition and clogging.
- The additional pumping capacity and reduction in power consumption resulting from using a larger diameter force main are minor.

The replacement of the existing 12" PVC gravity sewer main will also be required as the bridge design will not allow the current installation method.

Due to the presence of ledge and pipe elevation requirements, it does not appear feasible to attempt to install the sewer utility piping to the immediate north or south of the bridge as buried piping. The Hampden



Water District has buried water main river cross to the north of the bridge, although this piping is not subject to the requirements of pressure or gravity sewer installation.

The MDOT and their design consultant have indicated that the bridge will be a traditional steel or concrete beam design without any soil cover over the bridge deck. This requires a specialized type of pipe utility installation using pipe supports, insulation, expansion joints, and heat-tracing to prevent freezing of the pipe contents. The replacement bridge span will be longer than the existing span, with approximately 115 feet compared to the existing approximately 50 feet.

The bridge is intended to be replaced in its entirety in one operation, which means that the existing bridge and utilities will be completely removed to accommodate construction of the new bridge. The MDOT intends to request a road closure for this work, extending from 30-90 days during the summer, therefore no temporary bridge structure is planned. This method of construction will require bypass sewage pumping for the gravity sewer main and a temporary sewer force main installation during this outage, and until the new utilities are installed and ready for use.

A budgetary cost estimate has been provided as an attachment. The estimate assumes the following:

- Replacement of full length of 8-inch force main between pump station and Dudley Road intersection.
- Replacement of 12-inch gravity sewer main between manholes spanning the bridge (approximately 155-feet based on As-Built drawings).
- Temporary bypass pumping is required for the gravity sewer.
- Temporary piping is required for the sewer force main.
- Town is responsible for trench width pavement repair only where it affects driveways due to concurrent MDOT road rehabilitation project.
- Town is not responsible for roadway concrete base repair.
- Installation requires a supported bridge crossing design (i.e. supported from the bridge structure and not buried).

There is a significant amount of variability in the cost of a supported bridge crossing system, depending a great deal on the bridge configuration and materials of construction. We have prepared the attached estimated project cost breakdown using costs associated with recent steel I-beam and concrete beam bridge crossing construction methods. The estimated project cost resulting from the use of a suspended bridge crossing, including engineering, construction administration, part time inspection, and contingency, is approximately \$493,500 to \$777,000, depending on the type of design and support system requirements.

As noted previously, we recommend a comprehensive pump station evaluation be conducted as part of a Preliminary Engineering Design prior to the implementation of any significant pump station modifications. The following is an example of Preliminary Engineering scope items related to long-term planning for the pump station, capacity, and sewer collection system impacts:

1. Assess current wastewater flows using available records.
2. Identify potential for infiltration/inflow removal and impacts on pump station operation.



3. Assess pump design, capacity, operation strategy, wet well configuration, electrical system, and control system.
4. Assess the hydraulic profile of the existing pump station and modify to reduce pipe surcharging.
5. Present upgrade options for review and evaluation.
6. Identify permitting requirements.
7. Prepare Design Basis Memorandum identifying the intended scope of upgrades and preliminary cost estimate for final design, construction, and contingency costs.
8. It is understood that infiltration and inflow (I/I) continue to affect the entire collection system. In addition to the current program of sewer main replacement, we recommend that the Town consider additional efforts at identifying and eliminating I/I.

We recommend that the Town allow for a Preliminary Engineering Design budget of \$15,000 based on the scope presented. We can provide a detailed scope and budget for this work at your request.

We trust the information provided within this letter is useful to the Town for budget planning. We would be happy to continue our work with Town to prioritize the improvements discussed in this letter and to assist with implementation. If you have any questions or concerns, please don't hesitate to contact me at 207-945-5105 or via email at kcorbeil@woodardcurran.com.

Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink, appearing to read 'Kyle Corbeil'.

Kyle Corbeil, P.E.
Project Engineer

KMC/eap

cc: Jim Wilson, P.E. – Woodard & Curran

PN: 213302.00 013

SEE PAGE 2 FOR TEST BEFORE IMPELLER TRIM

US MOTOR. R2110855

DATE ENTERED 4-19-82	DATE PROMISED 153	DATE SHIPPED 5-26-83	MOTOR S/N 9302556-662 R2110636	PUMP SERIAL NO. K3J1-060314
CUSTOMER'S NAME BRECIA CONSTRUCTION CO. (HAMPDEN, MAINE)			CUSTOMER P.O. LETTER 4-9-82	THRU
BUILD 2 PUMPS ON THIS ORDER AND 0 OTHER PUMPS ON THIS ORDER		SPEC. WRITER R.VANKIRK 1-6-83	CHECKER	K3J1-060314-1

PUMP DESCRIPTION		GENERAL	OPERATING CONDITIONS		SPECIAL INSTRUCTIONS
SIZE 4x8	DIS. POS. # 13	SUCTION PROJ.	GPM 800	TDH 188	300-350 BHN SLEEVE, BRONZE SEAL
FIGURE NO. B5434	36	DISCH. PROJ.	SUCTION LIFT SUCTION HEAD	CERTIFIED CURVES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HOUSING & GLAND, SS IMP. & CAS RINGS,
PUMP FITTING IF	ROTATION CCW	TUBE PROJ.	PUMP RPM 1770 (F/L)	MTR. S.F. 1.15	SS IMP. CAPSCREW & WASHER, MECH SEAL
CURVE NO. Cksj1-060314	GUARANTEE (YES) 61%	SUCTION SIZE 8"	MTR. HP 75	MTR. TYPE RV-9	FILTER, SS GLAND BOLTS, THERMOSWITCH
SHIP ASSEMBLED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DISCH. SIZE 4"	IMPELLER T4DIAQ	DIA. OR "b" DIM. 14.03M	DATE PUMP TESTED	MOUNTED ON VOLUTE
DRIVER MOUNTED BY FACTORY CUSTOMER	MIN. END PLAY	SOLD OVERLOAD YES NO	SP GRAVITY	TESTED BY	NOTE: SEE SPECIAL INSTR. PAGE 2
SETTING PLAN SK3J1-060314	SPECIAL AND VARIABLE PARTS ON THIS ORDER				SPARE PARTS PAGE 8

**REF- T4DIB
DYN BAL & POLISH & COAT IMP.**

QUANTITY	SYMBOL	MATERIAL	LEVEL CODE	PRODUCT CODE	DESCRIPTION	REFERENCE	LINE
2	993	9906	F		FENWALL THERMOSWITCH SERIES 32400	"A" STATE	
2 (SETS)	993	9906	F		MINIATURE CONTROLS (TO MOUNT ON VOLUTE) RONNINGEN & PETER ISO-RING PRESSURE INSTRUMENT PROTECTORS w/ASHCROFT #1379 4 1/2 0-60 PSI GAGES. (1 SET INCLUDES (1) 4" SUCT. & (1) 8" DISCH PROTECTOR w/GAGE)		
2	993	9906	F		U.S. ELECTRIC 75HP 1800RPM 3/60 460 VOLT WP-1 VCC CORROSION PROTECTION, A16 SS SHAFT, WINDING THERMOSTATS, w/HYD6ZD2 SHAFT EXTENSIONS		
1	993	9906	F		ROBICON VFD CONTROL SYSTEM INCLUDES FRT & STARTUP/TRAINING OF 1 TRIP NOT TO EXCEED 5 DAYS	"B" STATE	



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

TOWN OF HAMPDEN
SOUADABSCOOK SEWER PUMP STATION FORCEMAIN AND SEWER REPLACEMENT
PRELIMINARY COST ESTIMATE
PROJECT NO. 213302
December 28, 2016

Preliminary Estimate							
				Steel I-beam Bridge Design		Concrete Beam Bridge Design	
No.	Description	Unit	Estimated Quantity	Unit Price	Value	Unit Price	Value
1	Administrative (5% of Subtotal)	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
2	Rock Excavation*	CY	10	\$200.00	\$2,000.00	\$200.00	\$2,000.00
3	Excavation Below Normal Grade*	CY	25	\$30.00	\$750.00	\$30.00	\$750.00
4	Select Backfill*	CY	25	\$30.00	\$750.00	\$30.00	\$750.00
5	Provide 8" Class 52 Ductile Iron Forcemain	LF	335	\$100.00	\$33,500.00	\$100.00	\$33,500.00
6	Provide Forcemain Bridge Crossing	LS	1	\$80,000.00	\$80,000.00	\$180,000.00	\$180,000.00
7	Provide 12" SDR 35 Gravity Sewer Pipe	LF	50	\$140.00	\$7,000.00	\$140.00	\$7,000.00
8	Provide Gravity Sewer Bridge Crossing	LS	1	\$100,000.00	\$100,000.00	\$200,000.00	\$200,000.00
9	Provide 2" Rigid Insulation	LF	200	\$5.00	\$1,000.00	\$5.00	\$1,000.00
10	Bituminous Pavement Repair	SY	25	\$140.00	\$3,500.00	\$140.00	\$3,500.00
11	Test Pits	EA	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
12	Testing Allowance	ALLOW	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
13	Temporary Bypass Pumping	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
14	Temporary Forcemain Piping	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
CONSTRUCTION SUBTOTAL					\$322,500.00		\$532,500.00
ENGINEERING, CONSTRUCTION ADMIN, PART TIME INSPECTION, CONTINGENCY (35%)					\$112,900.00		\$186,400.00
TOTAL					\$435,400.00		\$718,900.00

Form of Motion

I make a motion to recommend to Council to rescind the authority for cutting, stumping, grinding, and site preparation at the Lura Hoyt Pool site as expressed in the motion and vote of October 3, 2016, but to retain authorization for permitting for additional parking, potential recreational facilities and associated infrastructure.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



D-5-C

Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

Request for Proposals – DRAFT

Engineering and Permitting Services for Municipal Building and Pool Site

The Town of Hampden seeks consulting services for engineering and permitting for expanded parking, recreational facilities, and stormwater infrastructure for the Town-owned site at 106 and 146 Western Avenue which includes the Municipal Building, the Lura Hoit Pool, athletic fields and undeveloped land. The Post Office site is owned by the Town but is subject to a multi-year lease for use as the Post Office. The Town has been advised that DEP will consider the Post Office in its review of a Site Location of Development Permit. With that included, the parcel has ~3 acres of impervious surface so will require Maine DEP Site Location of Development Act (SLODA) permitting to add any new parking or other impervious surface.

Required permitting also includes local Site Plan Review before the Hampden Planning Board. Based on schematic planning in 2017, and 2016 mapping of regulated natural resources on site, it is not anticipated that Natural Resources Protection Act (NRPA) and Army Corps of Engineers permits will be required. If additional permitting is found to be needed, this would be addressed through an amendment to project scope and budget based on advance agreement to terms.

A public planning process undertaken in 2017 produced a schematic plan for additional parking and stormwater facilities to serve existing site uses, and potential long-term site development including additional multi-purpose recreational fields, associated parking, practice space, walking trails, out buildings and other infrastructure (“potential full build plan”). The planning process also produced a schematic plan of a “parking-only” phase with additional parking to serve the existing uses on the site, and the Town Council Services Committee’s nearer-term intent is to only proceed with construction of this initial phase.

The Town Council’s Services Committee intends to bring the potential full build plan through DEP and local permitting, including engineering required to do so, with the intent to then bid out the permitted parking-only plan for construction. Therefore the engineering for only the parking-only phase would be advanced to construction drawings upon completion of prior scope tasks.

Engineering and permitting for either plan would include all stormwater infrastructure required to secure permitting, including (for SLODA) new or modified stormwater infrastructure related to existing development on the site.

Schematic plans and preliminary cost estimates prepared during the 2017 work are attached.

The Town invites proposals from qualified engineers. Submittals shall include:

- 1) A statement of qualifications for all personnel who would be assigned to the project, including all prior experience preparing plans for SLODA approvals.
- 2) Based on review of existing project materials (online at _____), a proposed scope of work including proposed schedule, staffing plan (i.e. estimated labor hours and cost per

Town of Hampden Request for Proposals:
Engineering and Permitting Services for Municipal Building and Pool Site

task), and use of sub-contractors (if any). Proposed scope of work shall be responsive to the Scope of Work included herein, and include add/alternate scope items if the vendor believes they will be or may become necessary to secure required permitting. Likewise, proposals should specify if there are items included in this RFP's Scope of Work that the bidder believes are or may be unnecessary to achieve the Town's objectives.

- 3) A proposed minimum budget, including underlying assumptions (billing rates; personnel hours; number of meetings, public meetings, and public hearings (for Site Plan Approval); direct expenses, etc.), including whether work is proposed on a lump sum or a time and materials basis. The proposal shall also include a Not-to-Exceed amount.
- 4) A statement of any assumptions the proposal relies upon regarding work to be completed by others (Town or its agents); adequacy of base data (i.e. wetlands delineations, site topo, existing schematic plans, pipeline easements, etc.) to secure permitting without additional field survey (other than specified herein); etc.

Prospective bidders are invited to attend a **pre-bid informational meeting on [date TBD], 2018 at [] PM** at the Hampden Municipal Building, 106 Western Ave., Hampden, ME.

Prospective bidders may submit questions regarding this RFP to the Town Manager on or before [date TBD] at []. Questions will be answered as received and distributed to all prospective bidders that participate in the pre-bid meeting, or who notify the Town Manager that they wish to be considered a prospective bidder. Verbal responses to questions not submitted in writing will also be written up, with the question, and circulated to prospective vendors.

Sealed bids, clearly marked "Design, Engineering and Permitting Services, Town Building & Pool Site" must be received **no later than [date TBD] at []** addressed to:

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

Proposals will be publicly opened at the Hampden Municipal Building Conference Room at that time. A Statement of Bidders Qualifications (Attachment A) must be submitted. All price proposals shall be submitted on the form supplied by the Town (Attachment B). Any proposal received after the date and time of opening will be rejected and returned unopened to the bidder. **Proposals may not be submitted by email.**

Upon review of qualifications and proposals, which is expected to include interviews with two or more vendors, the Town Manager shall recommend a vendor and budget to the Town Council's Finance Committee. The Town Manager's recommendation will be based on:

- 1) Demonstrated successful completion of projects of comparable scope.
- 2) Established competence and experience of proposed project team members.
- 3) History of client satisfaction based on reference checks.
- 4) Proposed schedule including estimated progress before June 1, 2018.
- 5) Ability to provide realistic constructed cost estimates for prevailing wage procurements.
- 6) Proposed compensation terms and budget.

Town of Hampden Request for Proposals:
Engineering and Permitting Services for Municipal Building and Pool Site

Based on the Town Manager's recommendation, and based on its own review which may, at its option, include Committee interview with two finalist vendors, the Town Council's Finance Committee will make a recommendation to the Town Council. Upon Council authorization to execute a contract and to use budgeted reserve funds, the Town Manager will execute a contract with the selected vendor. The anticipated date of contract award is [date TBD], 2018. Prior to execution of a contract, the vendor must provide proof of workers compensation insurance, and of liability insurance with a \$400,000 minimum coverage, and shall provide a certificate naming the Town of Hampden as additionally insured.

The Town reserves the right to reject any and all proposals, in whole or in part, and to negotiate the terms and conditions with any proposer and to accept any proposal, in whole or in part, which the Town deems, in its sole opinion, to be in the best interest of the Town of Hampden.

Scope of Work:

1. Background Review and Confirmation of Scope.
 - a. Review documents on file with Town related to previous schematic planning, and development and permitting history of the site.
 - b. Participate in scope clarification meeting with representatives of the Town of Hampden. Confirm agreement with applicable permitting requirements as determined based on work completed during the prior phase in 2017 (summary memo attached); or revise if needed with associated contract amendment.
 - c. With Town, participate in SLODA Pre-Application meeting with MaineDEP.
2. Boundary Survey, Detailed Design Development and Preparation of Construction Cost Estimates. After confirming applicable regulatory and permitting requirements, the selected consultant will undertake site engineering as necessary to secure project permitting. Tasks to include but will not necessarily be limited to:
 - a. Provide certified property boundary survey with deed references.
 - b. Provide a soil survey, mapping and Class B report (if needed for DEP permitting).
 - c. Design stormwater management facilities including, if required for permitting, watershed pre- and post-development hydrology modeling and plans, design of drainage structure and channels, and design of treatment and detention features.
 - d. Design as required for permitting all proposed new and upgraded existing parking lots and recreational fields including plan, profile and detail drawings, grading plans, signage/pavement marking plans and lighting plans, as applicable.
 - e. Design and detail utilities including public water and sanitary sewer, if required for permitting. Coordinate with local power and phone utilities and show proposed pole layout, if any. Utility deliverables to include draft specifications with design development drawings.
 - f. Prepare a construction cost estimate for the project, broken down by phases determined in consultation with the Town of Hampden.
 - g. During design development, conduct and facilitate periodic project progress meetings with Town representatives at the Hampden Town Office.
3. Permitting Services.
 - a. Prepare and submit an application for (including all applicable plans, agency letters and exhibits) and facilitate approval of a MaineDEP SLODA Permit.

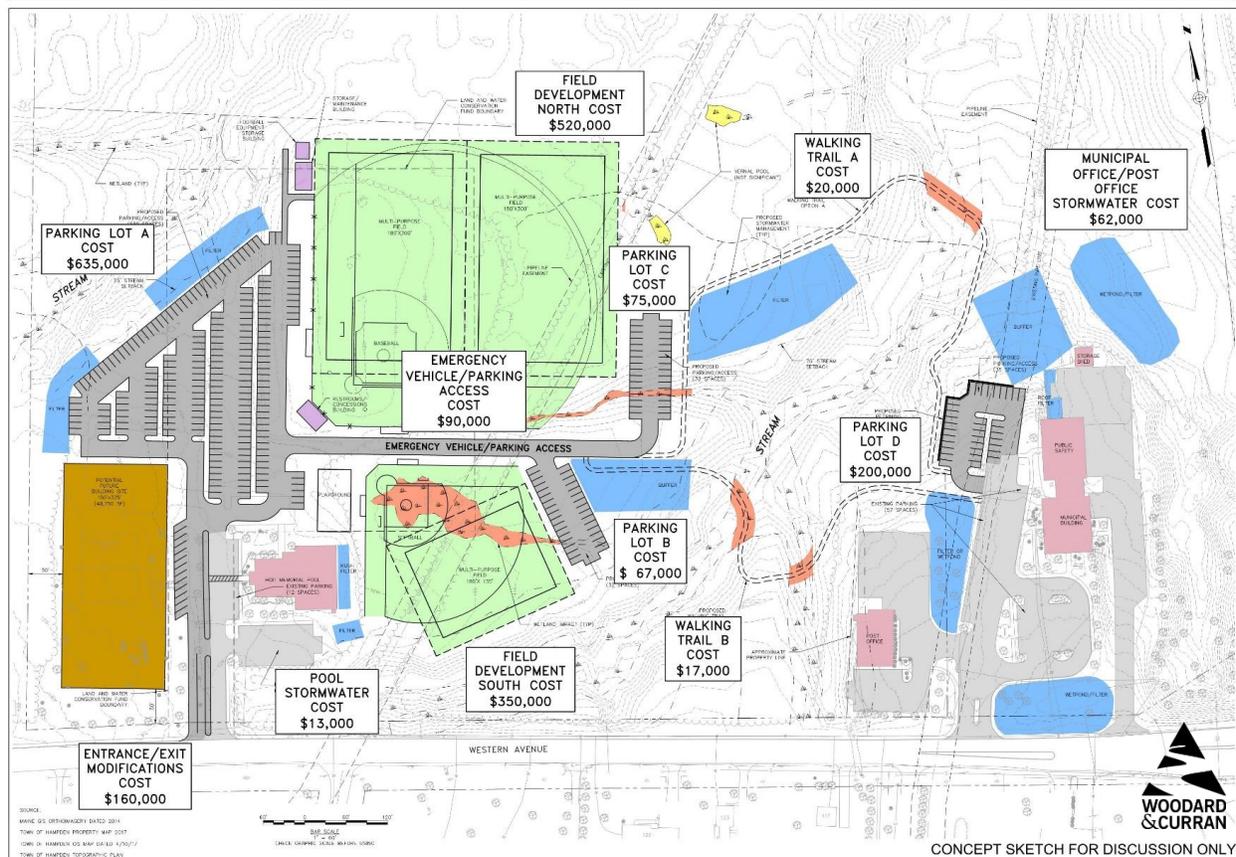
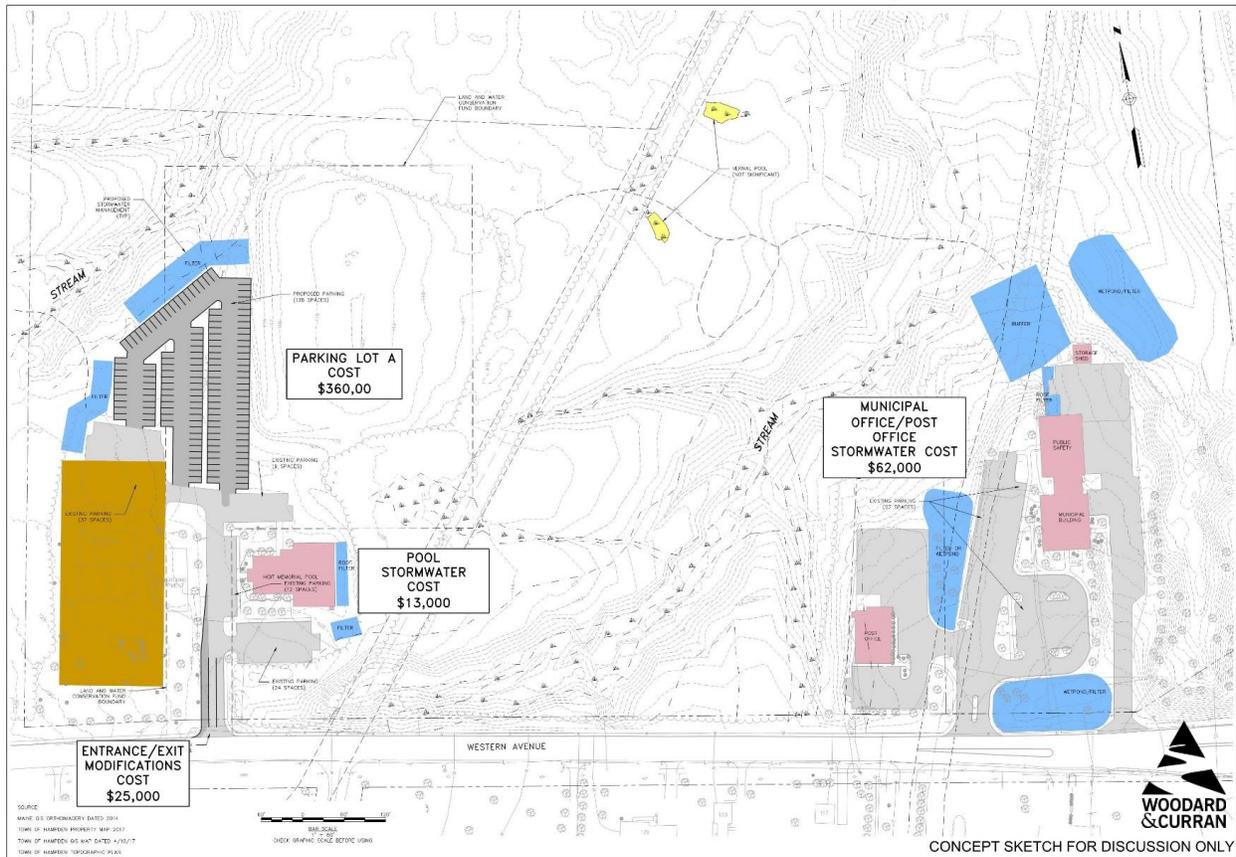
Town of Hampden Request for Proposals:
Engineering and Permitting Services for Municipal Building and Pool Site

- b. Prepare and submit an application for Site Plan Approval with the Planning Board and attend required meetings or public hearings regarding same.
4. Detailed Design Development and preparation of Contract Documents (for the parking-only phase of the project).
- a. Prepare contract bid and construction documents consistent with the approved project design. At a minimum the project plan set will include cover sheet, existing conditions, erosion control, layout and materials, grading and drainage, landscape plans, utilities plans, and all related detail sheets. The project manual will include the Town's non-technical requirements (including related to construction timing and/or phasing to minimize disruption of Recreation Department programming on the site) and required technical specifications.
 - b. During the design development phase, attend a minimum of two project team progress meetings.

DRAFT

Town of Hampden Request for Proposals:
 Engineering and Permitting Services for Municipal Building and Pool Site

EXHIBIT C: Phase 1 Consultant Estimated Range of Costs



Range of Costs

\$465,000	\$3,000,000
Parking / Entrance Improvements	Complete Build-Out
<ul style="list-style-type: none"> ▪ Parking Lot A \$360k 	<ul style="list-style-type: none"> ▪ Parking Expansion \$977k
<ul style="list-style-type: none"> ▪ Entrance Modifications \$25k 	<ul style="list-style-type: none"> ▪ Entrance Modifications \$160k
<ul style="list-style-type: none"> ▪ Pool Stormwater Features \$13k 	<ul style="list-style-type: none"> ▪ Pool Stormwater Features \$13k
<ul style="list-style-type: none"> ▪ Town Office / Post Office Stormwater Features \$62k 	<ul style="list-style-type: none"> ▪ Town Office / Post Office Stormwater Features \$62k
	<ul style="list-style-type: none"> ▪ Emergency/Parking Access \$90k
	<ul style="list-style-type: none"> ▪ Field Development \$870k
	<ul style="list-style-type: none"> ▪ Trails \$37k
	<ul style="list-style-type: none"> ▪ Miscellaneous Improvements \$790k



DRAFT

Town of Hampden Request for Proposals:
Engineering and Permitting Services for Municipal Building and Pool Site

EXHIBIT D

Phase 1 Consultant Memo Regarding Anticipated Permitting Requirements

DRAFT



January 8, 2018

Mr. Angus Jennings
Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Municipal Building and Pool Site Improvements – Permitting Review

Dear Angus:

Woodard & Curran has worked with the Town of Hampden to develop numerous conceptual layouts to expand the athletic field capacity at the Town property, which includes the Town offices, Public Safety departments, the building currently leased to the US Postal Service, and the Lura Hoit pool complex.

Based on the conceptual layouts and data gathered during that phase of work, permits for the athletic fields project will be required from the Maine Department of Environmental Protection (DEP), Town of Hampden, and possibly Army Corps of Engineers. Required permits from the DEP will include Site Location of Development (SLOD) and possibly Natural Resources Protection Act (NRPA). In addition, a Planning Board Permit will be required from the Town of Hampden.

Prior development on the Town property has created just under three acres of “non-revegetated” area since 1970, which is the trigger for applicability under the Site Location of Development law (Title 38, Chapter 3, §§ 481-490). The entire site is included in the analysis because all development on the site is considered “common scheme of development”. Meaning, the property is owned by the Town, and the facilities and activities on the site are all related to municipal functions and resources.

Because the Town properties included in this complex are so close to the three-acre trigger for Site Law applicability, the Town and DEP have agreed that any future development on the site will require review of the whole site under Site Law. This review will require that the site meet Chapter 500 Stormwater Standards, and that the SLOD permit application provide the analysis and design details to demonstrate compliance with these standards for both existing and proposed elements of the site.

Depending on the final layout of the new project, including any required stormwater treatment facilities, there could be wetland impact. If there is wetland impact, then permitting under the NRPA rules with the Army Corps of Engineers would be required. Permissible wetland impact could include impact within the vernal pool habitat zones for the two vernal pools mapped on the site. Though neither of these pools is considered significant under DEP jurisdiction, the pools are still under Army Corps jurisdiction. Impacts within 100 feet of the pools will trigger review by the Army Corps.



If you have any questions, please do not hesitate to contact me at 945-5105 or via e-mail at jwilson@woodardcurran.com.

Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink that reads "James D. Wilson".

James D. Wilson, P.E.
Senior Project Manager / Senior Principal

JDW/jeh

PN: 0230786.00

RUDMAN • WINCHELL

February 13, 2018

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

RE: TOWN MANAGER RECRUITMENT

Dear Council Members:

This letter is to provide a proposed budget and scope of work to assist the Hampden Town Council in recruiting and hiring a new Town Manager.

Scope of Work:

- As soon as possible meet with the Town Council to determine the qualifications and characteristics they would like in their new manager. We will also meet separately with the Department Heads to solicit their ideas.
- Advertising the Position – it is our understanding that the Town Manager’s office will prepare and post the advertisements for the position through MMA, ICMA, and various other public sector listservs. We will be happy to assist with this if needed.
- Serve as the point of contact for applicants and prospective applicants. RudmanWinchell will maintain records of all applicants and provide them to the Town’s Human Resource Officer as part of the project closeout.
- Screen applicants via resume review and telephone interviews and prepare a list of an estimated five to six applicants for first round interviews. Rudman Winchell will be responsible for sending letters to those candidates not granted an interview.
- Prepare first round interview questions for discussion with the Council.
- Prepare second round interview questions for discussion with the Council.
- Moderate first and second round interviews with Council.
- Coordinate the logistics of applicant visits including arranging lodging if needed.
- Organize and participate in a “meet and greet” with the final two candidates.
- Organize and participate in a tour of the Town of Hampden.
- Prepare and execute an employment contract with the selected candidate.

Rudman Winchell Fee: \$ 7,500

Additional costs may include:

- Advertising in the local newspapers
- Advertising on statewide or national job listing sites
- Hotel and travel accommodations for the final two candidates

I will be assisted in this effort by Michelle Beal, our Firm Administrator/COO, formerly the City Manager for the City of Ellsworth.

In the event the actions described herein do not result in the hiring of Town Manager, Rudman Winchell will repeat the process for ½ of the fee for services in this agreement.

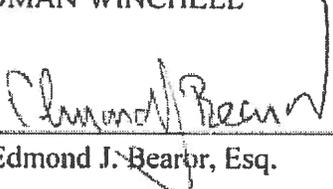
Please let me know if you have any questions or concerns.

Very truly yours,

Seen and Agreed

RUDMAN WINCHELL

TOWN OF HAMPDEN

By: 
Edmond J. Bearor, Esq.

By: _____
Angus Jennings, Town Manager
Hereunto duly authorized

Current Account Status

G 3-733-00 RESERVE ACCT / WAGE STUDY

-10,621.20 = Beg Bal
0.00 = Adjust

-22,408.00 = YTD Net
0.00 = YTD Enc

-33,029.20 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
09	0247		09/25/17		09/25/2017 C/R	R CR	0.00	25,000.00
12	0473	1909	12/13/17	00481 TOWN OF HAMP	TO OFFSET COST OF P/T EMP	R AP	2,592.00	0.00
Totals-							2,592.00	25,000.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
September	0.00	25,000.00	0.00	0.00
December	2,592.00	0.00	0.00	0.00
Totals	2,592.00	25,000.00	0.00	0.00

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE HAMPDEN BUSINESS AND COMMERCE PARK**

This Second Amended and Restated Declaration is made this ____ day of ~~September~~March, 2018~~5~~ by the Town of Hampden, a municipality situated in Penobscot County, Maine:

BACKGROUND:

- A. A Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park dated October 7, 2002 was recorded in the Penobscot County Registry of Deeds on December 17, 2002 in Book 8503, Page 78.
- B. By Certificate of Amendments dated January 23, 2008, recorded in the Penobscot County Registry of Deeds on January 28, 2008 in Book 11274, Page 328, the Town of Hampden amended Section 4.2 and Section 4.4 of the original Declaration.
- C. On November 17, 2014, the Hampden Town Council adopted additional amendments to the original Declaration pursuant to Article VI, Section 6.1 of the Declaration.

D. This Amended and Restated Declaration ~~is~~was issued for the purpose of restating the original Declaration, as amended through November 14, 2014, and ~~shall apply~~applied prospectively from November 14, 2014 until the date of effect of the Second Amended and Restated Declaration.

~~D-E.~~This Second Amended and Restated Declaration is issued for the purpose of restating the Amended and Restated Declaration, as amended through September 17, 2015, and shall apply prospectively from March ____, 2018.

RECITALS:

1. The Town of Hampden is the owner of that certain real property in the Town of Hampden, County of Penobscot, State of Maine, shown on a Final Subdivision Plan entitled Hampden Business and Commerce Park and recorded in the Penobscot County Registry of Deeds in Map File Nos. 2001-70 and 2001-71, as amended by the Final Subdivision Plan - Amendment No. 1 recorded in said Registry in Map File Nos. 2002-89 and 2002-90, Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No. 2007-112 and Final Subdivision Plan Amendment 3 (Reconfiguration of Carey Circle) on September 10, 2014, recorded in said Registry in Map File Nos. 2014-60 and 2014-61. (Amended 11/17/14)

2. The Hampden Business and Commerce Park is being developed as a master planned Business and Commerce Park. It is the Town of Hampden's desire and intention to subject the real property in said Business and Commerce Park to certain covenants, conditions, and restrictions which are deemed

to be real covenants which run with the land, for the benefit of the property, the Town of Hampden, and the owners or occupants of lots in the Hampden Business and Commerce Park. It is intended that said covenants, conditions and restrictions shall bind and benefit not only said Town of Hampden, and the owners and/or the occupants, but also their respective successors, heirs, and assigns and that all lots in Hampden Business and Commerce Park shall be owned, held, used, sold, transferred, leased, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

It is the intention of the Town of Hampden to further a plan of subdivision by means of the covenants, conditions, and restrictions set forth in this Declaration. Said covenants, conditions, and restrictions are intended to be common to all of the lots in the Hampden Business and Commerce Park, and any other land which the Town might wish to add in the future, and to enhance and protect the value, desirability, and attractiveness of all such lots to their mutual benefit except where otherwise noted. ~~The design review provisions in Article IV are limited to Phase 1 as defined, and do not apply to the East Phase or West Phase of the subdivision.~~ (Amended 11/17/14)

3. It is also the intention of the Town of Hampden to enhance the value of the property, to increase the job base and job diversity in the community, and to increase the Town's tax base by undertaking construction and management of the Business and Commerce Park and through the use of this Declaration. Limitations on use, preference for certain uses over other uses, a limitation on non-taxable uses, construction and appearance standards, and many other standards in this Declaration are designed toward these ends.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this article shall, as used in this Declaration, have the meanings herein set forth:

Declarant. The Town of Hampden, acting through its Town Council except as otherwise specified, and its successors and assigns.

Declaration. This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hampden Business and Commerce Park as it may from time to time be amended or supplemented.

Design Review Board. (Deleted 11/17/14)

Final Subdivision Plan - Subdivision Plan. The term Final Subdivision Plan or subdivision plan shall mean the Final Subdivision Plan approved by the Hampden Planning Board, on file at the Penobscot County Registry of Deeds in Map File Nos. 2001-70 and 2001-71, as amended by the: (1) Final Subdivision Plan - Amendment No. 1 recorded in said Registry in Map File Nos. 2002-89 and 2002-90, (2) Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No. 2007-112, ~~and~~ (3) Final Subdivision Plan Amendment 3 (Reconfiguration of

Carey Circle) on September 10, 2014, recorded in said Registry in Map File Nos. 2014-60 and 2014-61, and (4) Final Subdivision Plan Amendment 4 (Reconfiguration of lots _____, elimination of trail easement and pedestrian easement) on _____, 2018, recorded in said Registry Map File Nos. 2018-_____ and 2018-_____. (Amended 11/17/14).

Hampden Business and Commerce Park. The term "Hampden Business and Commerce Park" shall be synonymous with the term "subject property" and shall mean all of the real property now or hereafter made subject to this declaration, including but not limited to the property shown on the Final Subdivision Plan.

Improvement - Improvements. The term "improvement" or "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, storage facilities, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks; plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

Lot. The term "lot" shall mean any lot or other tract or parcel of land located within the subject property as shown on the Final Subdivision Plan. This definition does not preclude establishing improvements across interior lot lines of lots held in common ownership. (Amended 11/17/14)

Low Impact Outdoor Recreation. The term "low impact outdoor recreation" shall mean outdoor recreation, nature observation and study which is dispersed, traditional non-commercial outdoor activities that do not generally rely on buildings or spectator facilities, and may include hiking, bird watching, picnicking, cross-country skiing, snowmobiling, snow-shoeing, bicycling, horseback riding, primitive non-commercial camping, and outdoor education, including scientific and archeological research and observation.

Master Plan. The Hampden Business and Commerce Park master plan approved by the Town of Hampden Planning Board developed by WBRC Architects- Engineers dated April 27, 2001, a copy of which is on file at the Town Clerk's Office in Hampden, Maine. The plan shall include items identified on the Final Subdivision Plan as amended.

Occupant. A person or entity that is in possession of and is occupying or using any improvements located on a lot. The term includes, but is not limited to, an owner, lessee, optionee, or party in possession.

Owner. A person or entity that holds title to a lot as evidenced by records recorded in the Penobscot County Registry of Deeds.

Phase. This term shall represent certain lots within the Hampden Business and Commerce Park Subdivision and further identified on the Amendment 3 Final Subdivision Plan:

Phase 1. Phase 1 is lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18 within the Hampden Business and Commerce Park Subdivision.

Phase, East. East Phase is lots 33, 34, 35, 36 and 37 within the Hampden Business and Commerce Park Subdivision.

Phase, West. West Phase is lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 within the Hampden Business and Commerce Park Subdivision. (Amended 11/17/14)

Record-Recorded-Recordation. The terms shall mean, with respect to any document, the recordation of said document in the Registry of Deeds of the County of Penobscot, State of Maine.

Sign. Any structure, devise, or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, devise, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, posted, otherwise fastened or affixed.

Street. Any public or private way as shown on the Final Subdivision Plan.

Subject Property. Synonymous with the term "Hampden Business and Commerce Park", or any lot therein, and shall mean all of the real property now or hereafter made subject to this Declaration.

Substantial Completion. The date at which the building can be fully utilized for its intended purpose.

Visible from Neighboring Property and/or Street R/O/W. The term "visible from neighboring property and/or Street R/O/W" shall mean, with respect to any object on the lot, that as determined by the ~~Design Review Board~~ Code Enforcement Officer, such object is or would be visible from a point measured six (6) feet above the grade at the property line of any adjacent lot or street right of way, except that objects greater than 35 feet above grade are exempt from this definition.

Other Definitions. Any term not defined herein shall have its customary dictionary definition.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 GENERAL DECLARATION

Declarant hereby declares that all of that real property located in the Town of Hampden, County of Penobscot, State of Maine, as shown on the following plans:

Final Subdivision Plan entitled Hampden Business and Commerce Park recorded in the Penobscot County Registry of Deeds in Map Files No. 2001-70 and 2001-71, as amended by Final

Subdivision Plan -Amendment No. 1 recorded in said Registry of Deeds in Map File Nos. 2002-89 and 2002-90;

Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No.2007-112; ~~and~~

Final Subdivision Plan Amendment 3 (Reconfiguration of Carey Circle) on September 10, 2014, recorded ~~is-in~~ said Registry in Map File Nos. 2014-60 and 2014-61. (Amended 11/17/14); ~~and~~

Final Subdivision Plan Amendment 4 (Reconfiguration of lots _____, elimination of trail easement and pedestrian easement) on _____, 2018, recorded in said Registry Map File Nos. 2018-_____ and 2018-_____.

shall be sold, held, conveyed, encumbered, leased, rented, used, occupied, improved, maintained or transferred in whole or in part, subject to the limitations, restrictions, conditions, covenants, liens and provisions set forth in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subject property and every part thereof. All of said limitations, restrictions, conditions, covenants, liens and provisions of this Declaration shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest therein or any part thereof.

2.2 ADDITION OF OTHER REALTY

Declarant may, but shall have no obligation to, add at any time or from time to time additional land to the scheme of this Declaration. The addition of additional land to the scheme of this Declaration shall be made and evidenced by filing in the Penobscot County Registry of Deeds a supplementary Declaration with respect to the additional land to be added. Declarant reserves the right to so amend ~~and supplement or repeal~~ this Declaration or any portion thereof pursuant to the procedures in Article VI, without the consent of any party who may have any right, title, or interest to the subject property. Upon addition of additional land to the scheme of this Declaration, said additional land shall be and become subject to this Declaration.

ARTICLE III CONSTRUCTION OF IMPROVEMENTS

3.1 APPROVAL OF PLANS REQUIRED (Deleted ==/==/2018)

~~The provisions of the Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park outlined in Section 3.1 through 3.4 shall only apply to Phase 1, and do not apply to East Phase and West Phase as defined. No exterior improvements shall be commenced, erected, placed, altered, maintained, or permitted to remain on any lot, nor shall any addition,~~

~~change or alteration of any improvements be made, until final plans and specifications shall have been submitted to and approved in writing by the Hampden Planning Board. Such final plans and specifications shall be submitted in accordance with Zoning Ordinance Article 4.1 Site Plan Review, as may be amended or replaced from time to time. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Planning Board or Town Planner, but shall in any event include those items listed in III.1.a and III.1.b of this paragraph. The Planning Board must make a positive finding that the standards contained herein are satisfied in addition to the standards contained in Article 4.1 Site Plan Review, as may be amended or replaced from time to time. (Amended 11/17/14)~~

~~A site development plan or plans shall include the nature, grading scheme, shape, composition, and location of all structures (including proposed front, rear, and side setback lines and all stream and wetland buffers), and all structures within three hundred (300) feet of any property line, and the number and location of all parking spaces and driveways, landscaping, buildings, lighting and signage accessory buildings, fences, storage areas, trash collection, antennas, and:~~

~~III.1.a.—A plan showing all landscaping elements for the particular lot, including botanical/common name, size, condition, and "hard" landscape elements, and;~~

~~III.1.b.—Building exterior elevations of each facade showing dimensions, all building windows and doors, materials, and exterior color scheme and any external mechanical systems, and;~~

~~III.1.c. (Deleted 11/17/14)~~

~~III.1.d. (Deleted 11/17/14)~~

~~III.1.e. (Deleted 11/17/14)~~

3.2 BASIS FOR APPROVAL (Deleted ==/==/2018)

~~Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other roof-top installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration, and in reasonably close conformance with the approved Hampden Business Park master plan, as amended, and the final subdivision plan.~~

~~Plans that provide for metal clad buildings will be approved only on the condition that such buildings are designed and built in accordance with the requirements of Section 4.4. (Amended 11/17/14)~~

~~Plans for plantings and landscape improvements will be approved only on the condition that materials, placement, and form are designed and built in accordance with the Landscaping Plans for the Hampden Business and Commerce Park. (Amended 11/17/14)~~

~~Declarant shall not arbitrarily or unreasonably withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, Declarant, by and through the Hampden Planning Board, shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:~~

- ~~1. Failure to comply with any of the limitations, restrictions, conditions, and covenants set forth in this Declaration;~~
- ~~2. Failure to include information in such plans and specifications as may have been reasonably requested by the Planning Board;~~
- ~~3. Failure to reasonably comply with the Hampden Business and Commerce Park Master Plan;~~
- ~~4. Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;~~
- ~~5. Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;~~
- ~~6. Objection to the locations of any proposed structure with reference to other lots, or other property in the vicinity;~~
- ~~7. Objection to the grading or landscaping or parking plan for any lot;~~
- ~~8. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;~~
- ~~9. Any other matter that, in the judgment of the Planning Board, would render the proposed improvements or use inharmonious with the general plan for improvement of the subject property or with improvements located upon other lots or other property in the vicinity.~~

~~(Amended 11/17/14)~~

3.3 ACTION ~~(Deleted ==/==/2018)~~

~~Declarant, by and through the Planning Board, may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions, or it may deny approval. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of such plans and specifications, or the revised plans, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same. If the Declarant fails to act within 10 business days from the date the plan is deemed complete, the plan is deemed denied. A time extension may be granted in writing by the applicant. (Amended 11/17/14)~~

3.4 APPEAL ~~(Deleted 11/17/14)~~

3.5 PROCEEDING WITH WORK (Deleted ==/=/2018)

~~Upon receipt of approval from Declarant pursuant to Section 3.3 the Planning Board, the applicant, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement of and shall diligently and continuously pursue the completion of all approved excavation and construction. In all cases, work shall commence within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.~~

3.6 COMPLETION OF WORK

Any improvement commenced pursuant hereto shall be substantially completed within two (2) years from the date of ~~regulatory Declarant's~~ approval ~~by the Planning Board pursuant to Section 3.3~~, except that if such substantial completion is rendered ~~impossible~~infeasible, or unless work upon the proposed improvements would impose a great hardship upon the owner or occupant applicant ~~to whom Declarant's approval is given~~, due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of the owner or occupant applicant, Declarant may, upon written request made and received prior to the expiration of the two (2) year period, extend the period of time within which work must be completed. Failure to comply with this section shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article VII. Nothing in this paragraph shall be deemed to extend any construction start or completion date required by the ~~Planning Board~~, Zoning Ordinance or other ordinance or regulation, or condition of permit.

All disturbed areas on any Lot must be revegetated in accordance with good erosion practice methods within three (3) months if disturbed during the growing season and within nine (9) months if disturbed during the non-growing season.

All revegetation must be completely established within one year from the time of disturbance.

If all elements of the approved plans and specifications are not substantially completed in accordance with the terms and conditions of this Declaration or such terms and conditions as may be included in a deed of conveyance, the owner shall may be assessed a late penalty of \$100 for each day beyond the completion deadline that the project is not substantially completed. Said late penalty shall be payable to Declarant, and the owner shall also be obligated to pay any of Declarant's reasonable costs incurred to collect the same, including reasonable attorney's fees and expenses.

~~Within sixty (60) days from substantial completion, the Owner shall submit two (2) copies of final record drawings to the Declarant Town Manager, along with a set thereof in such electronic format as may be designated by Declarant.~~

3.7 DECLARANT NOT LIABLE (Deleted ==/==/2018)

~~Nothing in this Declaration shall be deemed to constitute an undertaking by the Declarant to perform any particular act with respect to the subject property, nor to assume liability or indemnify any person for any damage, loss, or prejudice suffered or claimed by any person on account of:~~

- ~~a. The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective.~~
- ~~b. The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.~~
- ~~c. The development or use of any lot within Hampden Business and Commerce Park, or enforcement or failure by the Declarant to enforce any of the covenants, conditions, or restrictions contained herein.~~

3.8 CONSTRUCTION WITHOUT APPROVAL

If any improvement shall be commenced, erected, placed, or maintained upon any lot, or any new use commenced upon any lot, other than in accordance with ~~the approval by the Declarant pursuant to the provisions of this article~~ article a plan approved by the Planning Board by the Town of Hampden, such improvement shall be deemed to have been undertaken in violation of this Declaration, then upon written notice from Declarant, any such improvement shall be removed or altered so as to conform to the approval ~~by the Declarant~~, and any such use shall cease or be altered so as to conform to the approval ~~by the Declarant~~ within thirty (30) days after receipt of such notice. Thereafter, any party who remains in breach of the approval shall be subject to the enforcement procedures set forth in Article VII.

3.9 STARTING TIME AND REPURCHASE OPTIONS

- a. Lots are conveyed with the intent that the owner will build thereon, and not for purposes of speculation. Conveyance of lots shall be specifically made upon the condition that commencement of construction shall begin within one year from the date of said conveyance and that substantial completion of construction, including paving of access ways, walkways and parking lots and the grading and landscaping of the surrounding grounds, shall be substantially completed within two (2) years from the date of ~~Declarant's regulatory~~ approvals pursuant to Section 3.3. In the event owner shall fail to commence construction within one (~~1~~) year from the date of conveyance, the Declarant may at its option and after written notice of 30 days, declare a violation of these covenants and upon tender of the original purchase price for the lot

by Declarant to owner, the owner shall, notwithstanding any improvements to the lot, execute and deliver to the Declarant a deed conveying the subject lot to the Declarant. Owner shall have no right, remedy or recourse against the Declarant for the cost or value of any improvements, nor a cause or claim for unjust enrichment, quantum merit, or other similar relief.

- b. In the event any owner of land lying within the Hampden Business and Commerce Park shall desire to sell all or part of the land which at the time is unimproved, then the Declarant shall have the prior right and option to repurchase the unimproved premises proposed to be sold at the same price per acre paid by the Owner for said land when originally acquired from the Declarant.
- c. Prior to any sale of such premises, the owner of such lot, or the owner's successors or assigns, shall notify the Declarant in writing of intention to sell, describing the premises to be sold and the Declarant shall have sixty (60) days from the date of receipt of such notice to exercise its option, and in the absence of written notification sent by the Declarant of its election to exercise said option, such owner shall be free to sell such premises to any person and at any price deemed desirable by such owner.
- d. In the event of any repurchase by the Declarant under paragraphs a, b, and c hereof, the purchaser upon tender of the repurchase price, shall execute and deliver to the Declarant a Quitclaim Deed with Covenant to said premises conveying thereby marketable title to the same free and clear of all encumbrances, except those encumbrances contained in the original deed from Declarant.

3.10 RIGHTS RESERVED TO DECLARANT (Deleted ==/=/2018)

- ~~a. The property subject to this Declaration is also subject to the reservation to the Declarant for itself, its successors and assigns, of easements and rights of way ten (10) feet in width along all front lines of all lots and as may be shown on the final subdivision plan for all purposes relating to the installation and maintenance of utilities and/or for the installation and maintenance of drainage ways and structures. The areas encumbered by these easements are parallel, and interior to and adjacent to all lot boundaries and this reservation shall include the right of entry by men and machines. In addition, a 10' pedestrian easement is reserved along all property lines for the purposes of public pedestrian egress.~~
- ~~b. In recognition of the fact that Declarant, or its successors and assigns, will be undertaking the work of constructing the Hampden Business and Commerce Park, nothing in this Declaration shall be understood or construed to prevent the Declarant, or its successors, assigns, employees, agents, contractors or sub-contractors, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Park, and the disposition of lots by sale, lease, or otherwise.~~

3.11 WETLAND DISTURBANCES

No disturbances may occur within any delineated wetlands as shown on the "Site Grading and Erosion Control Plan" (Sheets CGJ01 and CGI02), prepared by WBRC Architects/ Engineers, dated March 16, 2001, and recorded in the Penobscot County Registry of Deeds in Map Files 2002-275 and 2002-276, respectively, other than filling as specifically shown on said plan, unless said plan is amended ~~with the written approval of the Declarant, and~~ with the requisite governmental approvals. Any such amendments to said plan must be recorded in said Registry. Costs of any such amendments, including permitting, shall be the responsibility of those seeking such amendment(s).

3.12 BUFFER AREAS AND OPEN SPACE

No disturbances may occur within any delineated stormwater buffer treatment areas or open space areas designated on the final subdivision plan, except for the removal of dead or dying trees or shrubs, and in accordance with the requirements of the Site Location of Development Permit or Natural Resource Protection Act Permit, as amended, unless said plan is amended with the written approval of the ~~Declarant, the Hampden Planning Board and~~ Maine Department of Environmental Protection (MDEP). Any such amendments ~~for alternative treatment methods or areas~~ must be recorded in said Registry. Costs of any such amendments, including permitting, shall be the responsibility of those seeking such amendment(s). Exceptions to this restriction include the annual maintenance or mowing of non-wooded buffers, low impact outdoor recreation and recreational trail development within open space areas retained by the Declarant, and maintenance or repair of utilities within recorded easements ~~identified on the subdivision plan~~. In the event that MDEP requires that a Declaration be recorded in the Registry of Deeds, the more strict provisions shall apply.

ARTICLE IV DEVELOPMENT STANDARDS

4.1 GENERAL REQUIREMENTS

All improvements shall comply in every respect with all applicable laws and ordinances of the United States, the State of Maine, and the Town of Hampden, including zoning restrictions, landscaping, and site development standards under applicable Town of Hampden ordinances.

4.2 MINIMUM IMPERVIOUS AREA SETBACK (Amended 10/15/07)

~~Notwithstanding any lesser setback requirements under Town of Hampden zoning ordinances, no improvements of any kind, and no part thereof, shall be placed closer than permitted by Declarant to an interior property line or right of way, except as otherwise provided in Section 4.3.~~

~~a. Front, side and rear setbacks — no buildings shall be placed outside the building area limit for each lot as depicted on the subdivision plan, or within 20' of a property line.~~

~~b. Building to parking setback—no less than 5’ between parking spaces and principal buildings, except no less than 20’ for entrance drives.~~

~~c.a. Impervious area setbacks—n~~No paved areas, parking spaces, loading spaces and associated driveways and access aisles shall be placed outside the impervious area limit for each lot as depicted on the subdivision plan (as may be amended from time to time), or within 20’ of the front property line or 10’ of the side and rear property lines, except for entrance drives. This minimum setback requirement shall not apply to walkways, fences (subject to the requirements set forth in Section 4.7), landscaping, irrigation systems, low planters, signage, lighting, or underground utilities.

4.3 EXCEPTIONS TO SETBACK REQUIREMENTS (Deleted ==/==/2018)

~~The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 4.2:~~

- ~~a. Walkways;~~
- ~~b. Fences, subject to the requirements set forth in Section 4.7;~~
- ~~c. Landscaping and irrigation systems;~~
- ~~d. Low planters;~~
- ~~e. Business park identification signs, directional and parking signs, and signs identifying the occupant of a lot, subject to the prior written approval of Declarant, compliance with the Town of Hampden's Zoning Ordinance, and the requirements of Section 4.5 of this Declaration;~~
- ~~f. Lighting facilities, subject to the prior written approval of Declarant; and~~
- ~~g. Underground utility facilities and sewers.~~

4.4 STRUCTURES AND ARCHITECTURAL STANDARDS

~~The provisions of this section shall only apply to Phase 1 of the Park. (Amended 11/17/14)~~

- ~~a. All buildings and other site improvements shall be built in conformance with all applicable laws, including any building code adopted by the Town of Hampden or the State of Maine. (Amended 11/17/14)~~
- ~~b. Building primary facades (front face of building) visible from Route 202 and the Business & Commerce Park contained in Phase 1 of the final subdivision plan’s road network shall incorporate design elements which create visual interest. These primary facing facades shall not be blank walls, but shall incorporate windows, entry treatments, variations in plane, variation in roof shapes, and other architectural features to create visual interest, and to distinguish them from simple industrial structures. Development of continuous covered porches or arcades serving multiple businesses is encouraged. Building facades shall be designed and detailed to develop a human scale, present in the appearance of commercial storefront and recognizable entry elements. For the purposes hereof, the term human scale shall mean that the building facade shall use construction products or detailing which refer to modules or scale of the human body. (Amended 11/17/14)~~

- ~~e.a. Color scheme and finish for all metal, including roofs, shall be pre-painted. Trim (window, doors, roof edge, eaves, etc.) shall be articulated by color different than the building's siding color. Generally, colors should relate to the setting (landscape). Bold hues and bright saturated colors shall be discouraged.~~
- ~~d. Buildings less than 10,000 s.f. footprint shall be proportioned such that the roof eave to ridge heights do not exceed the building facade height (ground to eave). Building footprint shall be contained within the building area limits designated on the approved final subdivision plan.~~
- ~~e. Roof slopes shall be 5"/12" minimum for buildings with footprints less than 10,000 s.f., and 1/2"/12" for others. Provided, however, that roof slopes for metal frame buildings with footprints less than 10,000 s.f. shall be a minimum of 3"/12". Roof eaves shall be projected 6" minimum beyond the exterior of all wall surfaces and trimmed, and 12" beyond for buildings having less than 10,000 s.f. footprint. (Amended 10/15/07).~~
- f. Acceptable exterior materials include:
 - 1) Finished concrete.
 - 2) Finished masonry or masonry units, such as stone, brick, structural facing tile and ceramic tile.
 - 3) "Shallow" corrugated or flat metal panels.
 - 4) Aluminum/glass curtain wall systems.
 - 5) Wood siding, to include solid wood materials such as clapboards but not including pre-manufactured panels such as T1-11.
 - 6) Architectural grade vinyl siding.
 - 7) Aluminum doors and window systems.
 - 8) Exterior insulation finish systems (EIFS).

4.5 SIGNS

~~No sign shall be permitted on any lot unless approved by Declarant in writing.~~

~~No sign shall be approved other than Only signs identifying the building or the business of the occupant of a lot, business park identification signs, informational, and vehicular control signs, signs offering the lot for sale or lease, and temporary development signs are allowed. All signs must comply with the Hampden Zoning Ordinance, ~~and the following requirements:~~~~

- ~~a. Freestanding Occupancy Identification Signs shall be no more than twelve (12) feet in height above the average grade elevation of the site around the sign; shall be located on the frontage facing the Hampden Business and Commerce Park access road, no more than twenty-five (25) feet nor less than eight (8) feet from the front property line; nor shall such signs be supported above the base or ground immediately beneath them by a single post. They shall be unlit, or indirectly lit by either back lighting through opaque sign facing or by spotlight. No neon, no intermittent or moveable character signs shall be permitted.~~
- ~~b. Occupant Identification Signage on a Building shall not extend above a parapet or eaves line (or obscure such building line) and shall not be erected on more than two walls of any building.~~
- ~~e.a. Deviations from these standards may be granted by the Declarant upon submission of a written request.~~

4.6 LANDSCAPING

Within ninety (90) days following completion of construction each lot shall be landscaped in accordance with ~~the approved~~ plans and specifications, except when the completion of the landscaping would impose a great hardship upon the ~~applicant owner~~ due to weather or climatic conditions. Declarant may, upon written request made and received prior to the expiration of the ninety (90) day period, extend the period of time within which work must be completed.

a. The area of each lot between any street and any minimum setback line shall be landscaped with a combination of trees, shrubs, and other ground cover providing a buffer and transition zone from streetscape to site. All other undeveloped portions of a lot shall be landscaped in a complementary and similar manner.

b. The perimeters of parking areas shall be landscaped with year round plant material or earth berms or a combination of both to screen said areas from view and lessen the impact on neighboring sites.

~~c. Within parking areas, parking spaces shall be broken up by landscaped islands such that for every 20 parking spaces there is one landscaped island containing at least 650 square feet, at least one deciduous tree, and planted with low shrubbery.~~

~~d. After completion, such landscaping as is herein required shall be maintained in a sightly and well-kept condition. If, in Declarant's reasonable opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Article VII.~~

~~e. Minimum planting sizes:~~

~~Deciduous shade trees — 2" Caliper~~

~~Coniferous trees — 5-7' Height~~

~~Deciduous shrubs — 18-24"~~

~~Coniferous shrubs — 18-24"~~

~~Planting sizes may be waived at the Declarant's discretion and approval by landscape architect.~~

~~f. (Deleted 11/17/14)~~

~~The applicant shall may be required, as a condition of Site Plan approval, to provide a suitable performance bond or other form of security to guarantee the performance and completion of all planting required pursuant to this section, which bond or security shall also guarantee plantings for a period of one (1) year after installation.~~

Landscaping shall be maintained thereafter by the property owner at a level consistent with the ~~site approved plan approval~~. In determining the amounts of planting to be required, the Declarant shall take into account:

~~1) Existing trees, shrubs, evergreens and other vegetation to be preserved on the site.~~

~~2) Visibility of incompatible or unsightly areas from roads and/or adjoining properties.~~

~~3) Shade trees and landscape strips in relation to existing and planned streets.~~

4.7 FENCES

All fences are subject to the provisions of this section.

- ~~a. A fence six feet high or less may be placed up to but not on a property line so that both sides of the fence can be erected and maintained from the property of the person erecting the fence.~~
- ~~b. A fence more than six feet high shall be considered a structure subject to normal setback requirements for the zoning district, unless otherwise approved by the Declarant during site plan review.~~
- ~~ea. A fence shall be erected so that its "good side" shall face an abutting property or roadway.~~
- ~~eb. Any fence located adjacent to a publicly owned or maintained sidewalk, bike path or pedestrian way shall not be located closer than two feet to such public facility.~~
- ~~e. The Declarant reserves the right to approve the location and design of all fences, and no fence shall be constructed without written approval from the Declarant.~~

4.8 PARKING AREAS, LOADING AREAS, AND DRIVEWAYS (Deleted ==/==/2018)

~~Off-street parking adequate to accommodate the parking needs of the development and the employees and visitors thereof shall be provided for each Lot. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed thereon, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:~~

- ~~a. Parking areas shall be paved so as to provide dust free, all-weather surfaces.~~
- ~~b. Each parking space provided shall be designated by lines painted upon the paved surface.~~
- ~~c. Provision shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.~~
- ~~d. Loading dock areas shall be set back, recessed, or screened to minimize visibility from neighboring properties or streets.~~
- ~~e. No more than one (1) entrance or exit driveway per Lot shall be permitted except in extraordinary circumstances approved by the Declarant, or as identified on the master plan.~~

4.9 STORAGE AREAS (Deleted ==/==/2018)

~~All storage of bulk materials, including but not limited to such things as coal, wood, pulp, raw materials shall be located completely within a building or other space adequately screened from public view, as approved by the Design Review Board. Any fences, walls or plantings used for such screening purposes shall be located not less than twenty (20) feet from any property line. Outside storage of materials, supplies, or equipment, including trucks or other motor vehicles, shall be permitted only if:~~

- ~~a. The material equipment, or objects stored outside are necessary and accessory to the activities regularly conducted on the premises;~~

- ~~b. The area devoted to outside storage is limited and does not dominate the site or appear unattractive from neighboring sites, as determined by the Design Review Board.~~
- ~~c. The area is screened on the sides and harmonizes with the architecture, landscaping, design, and appearance of neighboring structures and other surroundings, and in reasonably close conformance to the master plan; and~~
- ~~d. The area is located upon the rear portions of a lot, unless otherwise approved in writing by Declarant.~~

4.10 LIGHTING (Deleted ==/==/2018)

~~Lights used to illuminate parking areas and drives shall be so arranged and designed as to deflect light downward and away from adjacent residential areas and public highways. Lights shall be of a "downshield luminaire" type where the light source is not visible from any public highway or from adjacent properties.~~

~~Only fixtures, which are shielded, do not expose a light source, and which do not allow light to "flood" the property are permitted to be attached to buildings. All lighting must be approved in writing by Declarant.~~

~~When illumination is required for part or all of a structure, the illuminating device shall be designed, located and adjusted so as to not cast light directly on adjacent properties or roadways.~~

4.11 SPECIAL PROVISIONS (Deleted ==/==/2018)

~~In addition to the requirements of Section 4.1-4.8, site plans for development in the Hampden Business and Commerce Park shall be consistent with the requirements of this sub-section. The Hampden Business and Commerce Park is to become a pleasant commercial area in which all visual and functional elements form an integrated design plan. Route 202 connects Hampden and Bangor centers and the site lies in the path of planned recreation trails and alternative transportation links. Site plans for proposed new developments must acknowledge this basic pattern and reinforce it by defining public spaces and walkways, and by providing appropriate landscaping and features.~~

~~Design Requirements~~

- ~~a. New buildings shall be sited to create pleasant outdoor spaces, and to create visual and pedestrian linkages between existing buildings.~~
- ~~b. Public spaces shall be created to connect to and reinforce the circulation pattern and recreation paths. These public spaces shall be designed at a human scale and furnished with appropriate features such as benches, plantings, public sculptures, bike racks, and pedestrian scaled and styled light fixtures.~~
- ~~c. Public walkways shall be created and shall be suitably landscaped and furnished with attractive pavement, plantings, pedestrian scaled and styled light fixtures, and other amenities.~~

- d. ~~The location and design of buildings, public spaces and walkways shall create pleasant and effective termini for views to and from the site.~~
- e. ~~The southerly views from this area towards the agricultural land and Penobscot River beyond are an important public resource. Prominent public vantage points for these views must be identified and the visual corridors from these vantage points to this resource must be protected and enhanced. Building envelopes have been defined which will prevent these visual corridors from being interrupted by new buildings or landscaping.~~
- f. ~~The wetlands and waterways shall be utilized as the focal point for the public open space, which shall be designed as a more natural open space rather than developed parks, plazas, or greens. The open space should be accessed by walkways and bikeways, and should be accessible from the buildings.~~

ARTICLE V USES AND OPERATIONS

5.1 NO FURTHER SUBDIVISION OF LOTS (Deleted ==/==/2018)

~~No lot as shown on the Final Subdivision Plan shall be subdivided without the prior approval of the Declarant and the Hampden Planning Board. No building shall be constructed, erected or placed on any lot other than shown on said Plan, or an amended subdivision plan as approved by the Planning Board and recorded in the Penobscot County Registry of Deeds.~~

5.2 PERMITTED USES (Deleted ==/==/2018)

~~Lots shall be used for light manufacturing, assembly, research and testing laboratories, professional and other business offices, call centers, warehouses and other acceptable uses permitted by the Town of Hampden Zoning Ordinance, provided that Declarant specifically consents to such use in writing. (Amended 11/17/14)~~

~~Such approved use shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other lots or property, such as, but not limited to, vibration, sound, electro-mechanical disturbances, electromagnetic disturbances, radiation, air or water pollution, dust, or emission of odorous, toxic, or nontoxic matter (including steam). Certain activities that cannot be carried on within a building may be permitted, provided Declarant specifically consents to such activity in writing and further provided that such activity is screened so as not to be highly visible. The screening or fencing shall be attractive from neighboring property and streets. All lighting is to be shielded so as not to be directly visible from neighboring property or to cause glare on neighboring streets and properties.~~

5.3 PROHIBITED USES

The following operations and uses shall not be permitted on any property subject to this Declaration:

- a. Junk yards; wrecking yards; automobile graveyards; or automobile recycling business;
- b. Recycling facilities (unless accessory to the primary activities regularly conducted on the premises);
- c. Mining, drilling for, or removing oil, gas, or other hydrocarbon substances;
- d. Refining of petroleum or of its products;
- e. (Deleted 11/17/14)
- f. Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III;
- g. Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse;
- ~~h. Uses prohibited by federal, state, or local law, including applicable Town of Hampden Zoning Ordinance provisions; (Amended 11/17/14)~~
- ~~i.h.~~ No use shall be made of any lot or any portion thereof which would allow access to transportation or utility systems through such lot to any property not controlled by the Town of Hampden without approval of the Town of Hampden;
- ~~j.i.~~ Non-taxable uses are prohibited unless approved by the Hampden Town Council because they are generally inconsistent with the goals of Recital 4 above.

5.4 NUISANCES

No nuisances shall be permitted to exist or operate upon on any Lot so as to be offensive or detrimental to any adjacent Lot or property or to its occupants. A nuisance shall include, but not be limited to, any of the following conditions:

- a. Any use, excluding reasonable construction activity, of the Lot that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterways that, in the opinion of the Declarant, may adversely affect the health, safety, comfort, or intended use of property by persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the subject property or any part thereof in violation of any regulation of the Town of Hampden;
- b. The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substances into the atmosphere, which discharge, in the opinion of Declarant, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation;
- c. The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the site or lot upon which the operation is conducted;

- d. Excessive noise. At no point outside of any lot shall the sound pressure level of any machine, device, or any combination of same, from any individual plant or operation, be offensive or detrimental to any adjacent lot or property or to its occupants, as determined by the Code Enforcement Officer ~~as determined by the Design Review Board~~;
- e. Excessive emissions of smoke, steam, or particulate matter. Emission of dust, fly ash, fumes, vapors or gases which could damage human health, animals, vegetation, or property, or which could soil or stain persons or property, at any point beyond the lot line of the establishment creating that emission shall be prohibited. All such activities shall also comply with applicable Federal and State regulations;
- f. Ground vibration. Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point exterior to any lot.
- g. Trash and refuse outdoors if not contained in a proper receptacle in a refuse collection area.
(Amended 11/17/14)

5.5 CONDITION OF PROPERTY

The occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, as at its own expense, in all respects with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and directives, and the occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such lot.

5.6 MAINTENANCE OF GROUNDS

Each occupant shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his/her lot. Such maintenance and repair shall include, without limitation, up to the public travel way including any easements, esplanades, tree protection zone, and joint or shared parking areas. Each occupant shall be responsible for:

- a. Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in quality, appearance, and durability, the removal of debris and waste material and the washing and sweeping of paved areas, the painting and repainting of striping markers and directional signals as required;
- b. Cleaning, maintenance, and re-lamping of any external lighting fixtures; and
- c. Performance of all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees, the removal of dead or waste materials, the replacement of any dead or diseased grass, groundcover, shrubs, or trees.

5.7 REMEDIES FOR FAILURE TO MAINTAIN AND REPAIR

Each lot owner and occupant thereof shall promptly maintain and repair their premises per Article V but if owner or occupant shall fail to do so after fifteen (15) days written notice by Declarant, then the Declarant may pursue those remedies described in Article VII.

5.8 REFUSE COLLECTION AREAS

All outdoor refuse collection areas shall be screened to minimize visibility from neighboring property or streets and setback at least ten (10) feet from the Street right-of-way. No refuse collection area shall be permitted between a subdivision street and the front of a building.

5.9 REPAIR OF BUILDINGS

No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

5.10 PUBLIC UTILITIES

Declarant reserves the exclusive right to approve installation of utility lines across the subject property. Declarant will consult with any Lot owner before such installation and shall attempt to accommodate Lot owner concerns. The appropriate governmental authority must approve the construction and operation of public utilities in rights-of-way dedicated to the public.

5.11 UTILITY LINES AND ANTENNAS

No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, or radio signals, shall be constructed without approval by the Declarant. Notwithstanding the requirements of the Hampden Zoning Ordinance, no antenna or tower for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any Lot within the subject property without the consent of the Declarant, which shall not be unreasonably withheld. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone power or telephone facilities incidental to the construction or repair of buildings on the subject property.

5.12 MECHANICAL EQUIPMENT

All mechanical equipment, utility meters, storage tanks, air conditioning equipment, and similar items shall be screened with landscaping, fencing, or ~~attractive~~ architectural features integrated into the structure itself, and shall not be visible from neighboring properties or street rights of way as defined in Article I.

5.13 MINERAL EXPLORATION

No portion of the subject property shall be used in any manner to explore for or to remove any steam, heat, oil, or other hydrocarbons, gravel, earth, or any earth substances or other mineral of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of improvements within the subject property.

5.14 OTHER OPERATIONS AND USES (Deleted ==/=/2018)

~~Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant in accordance with the procedures set forth in Article III of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.~~

ARTICLE VI

MODIFICATION-AMENDMENT AND REPEAL

6.1 MODIFICATION-AMENDMENT OR REPEAL BY DECLARANT

The Declarant, at its sole discretion, may ~~modify or~~ amend or repeal the provisions of this Declaration or any portion thereof, provided, however, that:

- a. Prior to any such ~~modification or~~ amendment or repeal, Declarant shall obtain the approval of any governmental agency to such ~~modification or~~ amendment or repeal where such approval is necessary;
- b. A public hearing on the proposed amendment or repeal will be held by the Town Council;
- c. No such ~~modification or~~ amendment or repeal shall be effective until the owners and occupants have been given thirty (30) days prior written notice of the proposed change, that any revisions from the advertised amendments made within the public hearing fall within the scope of the advertised amendments, and that upon approval by the Town Council a proper instrument in writing has been executed and recorded.

ARTICLE VII

ENFORCEMENT

7.1 ABATEMENT AND SUIT

The Declarant may enforce any breach or violation of the provisions of this Declaration in either the Superior Court of Penobscot County or the U.S. District Court, Bangor, Maine. In the event the

Declarant seeks legal redress, the Declarant may pursue, at its option, both the owner and any related or non-related occupant for money damages, specific performance or any other form of legal or equitable relief. Notice of violation or breach of any covenant, condition or restriction or provision of this Declaration shall be provided by the Declarant in writing, and upon a failure to correct or abate said violation after 30 days, Declarant may pursue such legal or equitable action. In addition to the above remedies, if such violation shall continue for more than 30 days, the Declarant may enter upon the lot where said violation or breach exists and summarily correct, abate or remove, at the expense of owner and/or occupant, any improvements, structure, thing or condition deemed by the Declarant to be in violation of or contrary to the provisions of this Declaration. No such entry by the Declarant or its agents shall be deemed a trespass, nor shall the Declarant or its agents be liable for any actions taken hereunder to remedy or remove a violation. All costs incurred by Declarant shall be levied as an assessment against the owner of the lot(s) in question. If any such assessment is not paid within thirty (30) days of an invoice therefor issued by Declarant, such assessment shall then become delinquent and shall, together with interest thereon at the rate of twelve (12) percent per annum and the cost of collection thereof (including reasonable attorney's fees) become a continuing lien on the lot(s) against which such assessment is made and shall bind such lot(s) in the hands of the owner(s), and the owner's successors and assigns, and shall also be a continuing personal obligation of the owner(s) against whom the assessment is levied. The lien of the assessment for which provision is herein made shall be subordinate to the lien of any first mortgage to a financial institution.

7.2 RIGHT OF ENTRY

During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant, or its agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.3 DEEMED TO CONSTITUTE A NUISANCE

The result of every act or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an owner or occupant shall be applicable against every such result and may be exercised by Declarant.

7.4 ATTORNEY'S FEES

In the event the Declarant initiates any legal or equitable action to enforce these covenants, and it prevails in that action, the Declarant shall be entitled to its reasonable attorney's fees. In no event

and under no circumstances shall Declarant be responsible for owner's or occupant's attorney's fees.

7.5 FAILURE TO ENFORCE IS NO WAIVER

The failure of Declarant to enforce any covenant, condition, restriction, or provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor to the right to enforce any other restriction.

ARTICLE VIII ASSIGNMENT

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Any assignment made under this article shall be recorded in the Registry of Deeds.

ARTICLE IX CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter owns or occupies any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Declaration, regardless of whether any reference thereto is made in any document by which that person acquired an interest in the subject property.

ARTICLE X WAIVER AND FAILURE TO ENFORCE

The Declarant may after public hearing, waive one or more of the covenants, conditions, and restrictions contained in this Declaration. Neither Declarant, nor its successors or assigns, shall be liable to any owner or occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. No owner or occupant of property in the Hampden Business and Commerce Park may bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

ARTICLE XI

RUNS WITH LAND

All covenants, conditions, restrictions, and provisions contained in this Declaration are made for the direct, mutual, and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective owners or occupants of all lots, their heirs, successors, and assigns; and shall, as to the owner or occupant of each lot, their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as herein provided otherwise.

ARTICLE XII RIGHTS OF MORTGAGEES

No breach of any covenant, condition, restriction or provision herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage now or hereafter granted on the subject property or a portion thereof, provided, however, that if any portion of said property is transferred under a foreclosure of any mortgage or by a deed in lieu of foreclosure, any successors and assigns shall hold any and all property so transferred subject to all of the covenants, conditions, restrictions and provisions contained in this Declaration.

ARTICLE XIII CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

ARTICLE XIV EFFECT OF INVALIDATION

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

ARTICLE XV NOTICES

Any notices required to be sent to any owner or occupant under the provisions of this Declaration shall be deemed to have been properly sent when mailed by U.S. mail, postage prepaid, to the last known address of the person as it appears in the records of the Assessor of the Town of Hampden. Owner and occupant shall notify the Assessor of any change of address.

IN WITNESS WHEREOF, the Town of Hampden has caused this Second Amended and Restated Declaration to be duly executed on its behalf as of this ____ day of September, 2015~~2018~~.

Town of Hampden

Witness

By: _____
Angus G. Jennings
Its Town Manager

STATE OF MAINE
PENOBSCOT, ss.
2015~~2018~~

September _____

Personally appeared the above-named Angus Jennings in his stated capacity and acknowledged the foregoing instrument to be his free act and deed in such capacity and the free act and deed of said Town of Hampden.

Before me,

Notary Public
Printed Name: DENISE R. HODSDON