

**INFRASTRUCTURE COMMITTEE MEETING**

**6:00 P.M.**

**Monday, November 23, 2015**

**HAMPDEN TOWN OFFICE**

**A G E N D A**

- 1. MINUTES – 10/26/2015 Meeting**
- 2. OLD BUSINESS**
  - a. Pine Tree Landfill Post Closure Monitoring – review of proposal received from Drumlin, LLC and SoilMetrics, LLC
  - b. Turtlehead Park / Marina – condition of dock and boat ramp
  - c. Municipal Building HVAC System and Software – update
- 3. NEW BUSINESS**
  - a. Update on “Spruce Up the Library” work supported by a 2015 Grant from the Stephen and Tabitha King Foundation, including work already complete (painting, trim boards) and upcoming RFP for LED lighting
  - b. Protocols for Use of Public Safety Community Room
  - c. Potential Town Mailbox Policy
  - d. Local Government Efficient Fund Request for Grant Proposals – discussion – questions due 12/4/15 (grant applications due 1/15/16)
- 4. PUBLIC COMMENTS**
- 5. COMMITTEE MEMBER COMMENTS**

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



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

TO: Town Council Infrastructure Committee (Dennis Marble, Chair)  
FROM: Angus Jennings, Town Manager  
DATE: November 19, 2015  
RE: Notes for Infrastructure Committee Meeting of November 23

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The following notes are provided in preparation for Monday evening's meeting. Information is included below where supporting materials are either not included in the packet, or are not self-explanatory.

Turtlehead Park / Marina Dock and Boat Ramp

On November 5 Sean Currier, Dean Bennett and I visited the Marina and met with representatives from Hamlin's and McLaughlin's. We viewed the condition of the ramp and floats, discussed past practice regarding placing and removing the floats from the water, and float storage. We took a brief trip upriver to view floats presently for sale by their owner in Brewer. At Monday's meeting we can review this item, and talk over what amendments to the Harbor Ordinance will be needed to reflect current policy and practice.

Municipal Building HVAC and Software

On November 6 Sean Currier and I met with Dana from Penobscot Temperature Controls to review our concerns regarding ventilation, internal distribution of heating/cooling, the age/reliability of the software and work station that control the system, and discrepancies between temperatures the software records and actual temperatures (and associated inefficiency).

Dana was able to relocate one of the ventilation ducts to improve one of the identified problems, and he's preparing a proposal to improve the situation.

Earlier this week, Chief Rogers approached me to report on complaints he has received from his personnel regarding ventilation, air quality and possible airborne mold in the public safety portion of the building. These concerns have apparently been ongoing for some time, and have become more acute. He was not aware that we were already looking into this issue, and I've reached out to Dana to put him in touch with public safety to be sure that his proposal is scoped to be responsive to their concerns as well.

If a proposal is received before Monday's meeting we can review it at that time; if not this will be brought forward for review at a future meeting.

### Library Grant and LED Lighting

As you may know, in March 2015 the Edythe L. Dyer Library received a \$50,000 grant from the Stephen and Tabitha King Foundation. Work supported by the grant, including interior and exterior painting and trim work, is underway. I am working with Library Director Debbie Lozito to prepare an RFP for the installation of LED lighting. Our goal is to issue the RFP on or around December 1. At Monday's meeting we can discuss the anticipated bidding and selection process. This matter will not be before the Council for contract award until after the first of the year, so this matter is on the agenda as an informational update.

### Protocols for Use of Public Safety Community Room

Please find attached correspondence from Chief Rogers. We have since met, including other members of the public safety staff, to talk through the issues identified in the memo. I share the Chief's concerns, and we will work together to bring the facility and our practices into compliance with applicable regulations, and to minimize any potential for inappropriate or dangerous interactions. Because it is likely that the changes we'll make will affect the accessibility of this facility to the public, I am bringing this forward for discussion by the Committee.

### Potential Town Mailbox Policy

DPW Director Currier has raised concerns regarding the fact that there is no mailbox policy in effect relative to the Town's local roads. He has advised that the State of Maine has adopted a policy, a copy of which is attached, which establishes that mailboxes are the owner's responsibility. DPW Director Currier has discussed the local history regarding this issue with his staff, and he recommends that the Town adopt the State policy for mailboxes.

cc: DPW Director Currier  
Public Safety Chief Rogers  
Library Director Lozito  
Economic Development Director Bennett  
GIS/IT Specialist Severance

## INFRASTRUCTURE COMMITTEE MEETING

Monday, October 26, 2015

### MEETING MINUTES

#### Attending:

*Councilor Dennis Marble, Chair  
Councilor Stephen Wilde  
Mayor David Ryder  
Councilor Terry McAvoy  
Councilor Greg Sirois*

*Councilor William Shakespeare  
Town Manager Angus Jennings  
Public Works Director Sean Currier  
Resident Bill Lippincott  
Resident Norman Thurlow*

- 1. MINUTES – 9/28/2015 Meeting** – *Motion by Councilor Sirois, seconded by Councilor McAvoy to approve the September 28, 2015 minutes. Unanimous (6-0) vote in favor.*

#### 2. OLD BUSINESS

- a. Pine Tree Landfill Post Closure Monitoring – update – Town Manager Angus Jennings** – *Town Manager Jennings presented his report in the meeting packet regarding his research into the post-closure monitoring processes in place relative to the former Pinetree landfill. In correspondence with Maine DEP, he learned that DEP had not been sending copies of its reports to the Town; he has since obtained copies of reports for the past two years, including two 2015 reports included in the Council packet. Until late 2013, the Town had engaged an independent third-party peer reviewer expert in environmental and geotechnical engineering, Drumlin, LLC. DEP had been copying reports to Drumlin on the assumption that Drumlin was then notifying the Town of the DEP reports, but this has not been happening. Manager Jennings has spoken with Matt Reynolds at Drumlin and requested that he submit a proposed scope for re-engagement with the Town relative to this matter.*

*Councilor Sirois stated that we owe the people of Hampden ongoing review to ensure that the post closure plan is being implemented successfully. He expressed interest in a work scope that both reviewed materials since the prior review, and provided ongoing review. Resident Bill Lippincott said that the DEP reports are primarily raw data, and that we're not getting analysis.*

*Councilor McAvoy asked how long such reviews would go on? Resident Norman Thurlow said that the State wants thirty years of monitoring, until 2040. After discussion, the Council requested that the proposed work scope, once received by Drumlin, be placed on the next Infrastructure Committee agenda for review.*

#### 3. NEW BUSINESS

- a. Town-wide Capital Planning –goals for FY17 budget cycle – Town Manager Angus Jennings** – *Manager Jennings provided background regarding documentation he found in the files regarding an effort toward preparing a town-wide capital planning document in 2008. Likely due (at least in part) to poor economic conditions beginning in 2008, it does not appear that this capital planning process became a regular part of the budgeting process. Manager Jennings explained that he is working to assemble potential capital needs for*

*presentation as part of a capital budget planning process, anticipated to run roughly concurrent with the FY17 budgeting process. Councilor Wilde said that this approach makes good sense, as we need to look at Town operations as a business would, including planning for future needs. Manager Jennings discussed the potential for a Council and staff retreat-type event to share information in support of the Council's consideration of priorities.*

- b. Transfer Station layout, circulation and operations – potential short-term and longer-term concepts – DPW Director Sean Currier – DPW Director Currier presented the Council with research he had done regarding potential changes to the layout and operations at the Transfer Station. He had met with the DEP Solid Waste division, and there would only be a \$300 fee for changes that affect less than 25% of the site.**

*Director Currier presented a conceptual plan showing the replacement of the current Swap Shop building with a pre-fabricated 10'x20' building costing \$4,800. He described how these changes would help with on- and off-site traffic circulation, and presented this as a temporary solution to concerns regarding Swap Shop monitoring (due to poor staff visibility) and vehicular and pedestrian safety.*

*Councilor Shakespeare expressed concern with the difficulty of monitoring activity at the Swap Shop to reduce the amount of junk that's left there. Director Currier said that, during a recent site visit, DEP had recommended that three staff be active during C&D weekends. Councilor Shakespeare noted that there used to be three people working, but this was reduced to two a couple of years ago.*

*Motion by Councilor Sirois, seconded by Councilor McAvoy, to refer to the Finance Committee the purchase of the pre-fabricated building for up to \$5,000. Approved by unanimous (6-0) vote.*

*Manager Jennings advised the Council that, upon review of prior meeting minutes, he did not find that the question of fundraising at the Transfer Station was ever resolved. Motion by Councilor McAvoy, seconded by Councilor Shakespeare, to prohibit fundraising at the Transfer Station. Motion approved 5-1 (Councilor Sirois opposed).*

*Director Currier presented a conceptual plan showing a potential longer term concept for changes at the Transfer Station. Mayor Ryder said that the ability to stockpile brush as shown on the plan would save the Town money right away. Director Currier advised that the changes could be made without DEP permitting; we would only need to make DEP aware of the changes in our Annual Report.*

*Councilor McAvoy asked whether there would be further action taken regarding violations of the Transfer Station sticker policy. He said that one car not registered in Hampden, for example, was found to have visited the Transfer Station eight times in one day.*

*Director Currier recommended that the Town, acting through the Public Safety Department, send a letter to violators asking if there's a reasonable explanation.*

- c. Fees Ordinance section on sewer connection fees – Referral from Town Council – Manager Jennings provided background as outlined in his memo in the meeting packet. Based on files that he has reviewed, it appears that the**

*amount of the sewer fees and the connection charges have been talked about for many years. Director Currier advised that, because our sewer ties in to the Bangor infrastructure, it makes sense that we should be looking at monitoring procedures and a fee structure following Bangor's model. Motion by Councilor Wilde, seconded by Councilor Sirois, to recommend that the Council incorporate sewer fees comparable to those in effect in Bangor. Approved 6-0.*

- d. Turtlehead Park / Marina – condition of dock and boat ramp –** *Manager Jennings provided background and photos regarding the deteriorating condition of the boat ramp and the floats at the marina. He has spoken with representatives from Hamlin's and McLaughlin's, and a cost estimate received by Hamlin's in June indicated the cost of the ramp repairs could be \$25,000. Councilor Sirois asked whether we are legally required to provide service to the floats. Councilor McAvoy noted that the Harbor Ordinance includes requirements. Councilor Marble suggested that we may need review by the Town Attorney. Councilor Sirois noted that the Town bears some risk resulting from these facilities. Mayor Ryder noted that the ramp is the most costly aspect of repairs. Councilor Sirois said that, one way or another, we need to make it safe. Councilor Wilde requested Manager Jennings to look into having the floats pulled from the water this winter, with responsibility then transferred to one of the private owners. Councilor Wilde asked Manager Jennings to find out what obligations are in place, in addition to the Harbor Ordinance, regarding the ramp and docks.*
- e. Municipal Building HVAC System and Software –** *Manager Jennings described challenges associated with the software that manages the town building's heating and cooling, as well as the age and lack of reliability of the work station with the software. Director Currier advised that he would look into these issues to better understand what it may cost to improve the system.*

**4. PUBLIC COMMENTS – None.**

- 5. COMMITTEE MEMBER COMMENTS –** *Several Councilors noted that they were unable to access wi-fi for tonight's meeting and could therefore not access their online meeting packets. Manager Jennings said that he'd speak to IT staff Kyle Severance to ensure service during Council meetings.*

*There being no further business, the meeting was adjourned.*

Respectfully submitted –  
Angus Jennings, Town Manager



## **Drumlin Environmental, LLC**

*Hydrogeologic and Engineering Consultants*

**Town of Hampden  
RECEIVED**

**NOV 16 2015**

**Office of the  
Town Manager**

November 16, 2015

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

RE: Hampden Technical Consultant – Technical Services for Pine Tree Landfill, Hampden Maine

Dear Mr. Jennings:

Thank you for contacting us to discuss the assistance that Drumlin Environmental, LLC and SoilMetrics, LLC have provided to the Town of Hampden to support technical review of activities at the Pine Tree Landfill (PTL). Since 2004 Steve Rabasca, P.E. of SoilMetrics and I have worked collaboratively in the role of Hampden Technical Consultant to provide technical input on behalf of the Town during operation, closure and post-closure activities at PTL. Steve has generally taken the lead role in reviewing engineering and geotechnical components of the work. I have generally taken the lead role in reviewing environmental and water quality components of the work.

You have requested that we provide the Town with a scope and budget to continue providing Hampden Technical Consultant review services to the Town and we would be glad to do this. Specifically, you requested that we provide a scope and budget estimate for the tasks described below.

1. Task 1 will involve reviewing Annual Reports and other documents prepared by Casella and the Maine Department of Environmental Protection (MDEP) covering the period since our previous review memorandum of December 2013. We will review the 2013 and 2014 Annual Reports as well as memoranda prepared by the MDEP project management and technical staff. This will include review of the supplemental residential well sampling that was conducted by Casella in 2014 at the request of the MDEP. It will also include review of any relevant water quality information in the June 2015 CDC report. Based on our review, we will prepare an update to the Town similar to the December 2013 memorandum. The estimated cost for this review would be \$3,000.
2. Task 2 would be an optional meeting with the Town Infrastructure Committee or Town Council. If this would be helpful, we would prepare a presentation of the findings of the review and meet to discuss questions from town officials and the public. The estimated cost for a meeting with a presentation would be \$1,000.
3. Task 3 would be annual review of on-going activities and data from PTL. This would include review of the Annual Report and associated MDEP comments. It would also include review of ancillary information or conditions that might arise during a particular year. A baseline cost for this annual review is estimated to be

in the range of \$2,500 to \$3,000. If there are additional environmental or engineering issues that arise, the cost may be higher, depending on the level of review and input required.

We understand that 2015 would be the 5<sup>th</sup> year of post-closure monitoring and operations for PTL. There is generally a 5-year review cycle that is part of the 30-year post-closure period. As part of this 5 year review, it is possible that Casella will propose changes to the current post-closure monitoring plan. Involvement in reviewing and providing comments on any proposed changes may increase the level of review activity in 2016.

The costs discussed above are estimates based on our familiarity with the PTL site and typical documentation. We propose to conduct the actual work on a time and material basis in accordance with Drumlin's Terms and Conditions for Technical Services, which is attached. The rate for professional services for Drumlin and SoilMetrics for 2015 and 2016 is \$90/hr.

We are glad to continue assisting the Town of Hampden in monitoring the post-closure conditions at PTL. If you have any questions, please call me at any time at (207) 771-5546 or my cell at (207) 242-2812. I would be glad to discuss this work further.

If you would like us to proceed with the work, please sign below and return an executed copy via fax or e-mail for our records.

Very truly yours,  
**Drumlin Environmental, LLC**



Matthew D. Reynolds. P.E., C.G.  
Senior Member

Accepted, Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Encl: Drumlin Terms and Conditions

**DRUMLIN ENVIRONMENTAL, LLC**  
**STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES**

**SCOPE OF SERVICES.** DRUMLIN ENVIRONMENTAL, LLC shall provide technical services for the project in accordance with these terms and conditions, which together with the authorized scope of services and budget for the project, constitutes the Entire Agreement between DRUMLIN ENVIRONMENTAL, LLC and the client and supersedes any other written and or oral agreement.

**GENERAL CAVEAT.** Unanticipated subsurface conditions and unforeseen occurrences and distribution of hazardous substances in the subsurface are commonly encountered and cannot be fully predicted by samples, borings or test pits. Such unexpected conditions frequently require that additional work be undertaken to successfully complete a project. Therefore, a contingency fund is identified in project proposals developed by DRUMLIN ENVIRONMENTAL, LLC.

**RIGHT OF ENTRY.** The client will provide for the right of entry of DRUMLIN ENVIRONMENTAL, LLC and all necessary equipment, in order to complete the work. While DRUMLIN ENVIRONMENTAL, LLC will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of the Agreement.

**UTILITIES.** In the prosecution of work, DRUMLIN ENVIRONMENTAL, LLC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold DRUMLIN ENVIRONMENTAL, LLC harmless for any damages to subterranean which are not called to DRUMLIN ENVIRONMENTAL, LLC's attention by the owner/client or the local agency coordinating subsurface utility information (e.g., Dig Safe) or which are not correctly shown on the plans furnished. This paragraph does not apply to the conduct of a Phase I ESA.

**SAMPLES.** All samples of geologic media or other materials collected from the site will be disposed of 30 days after submission of our report unless you make other arrangements. We will either (1) dispose of such samples by contract with a qualified waste disposal contractor; or (2) will ship such samples to a location selected by you for final disposal. You agree to pay all costs associated with the storage, transport, and disposal of samples, and to indemnify DRUMLIN ENVIRONMENTAL, LLC for any liability arising there from. This paragraph does not apply to the conduct of a Phase I ESA.

**INVOICES AND CHARGES.** Invoices will be submitted by DRUMLIN ENVIRONMENTAL, LLC on two to four (2-4) week periods or at the completion of a project. Payment shall be made by the client within thirty (30) days of receipt of invoice. Payments due DRUMLIN ENVIRONMENTAL, LLC under this Agreement shall be subject to interest of one and one-half percent (1 1/2%) per month commencing thirty (30) days after the date of invoice. If the client does not make prompt payments, DRUMLIN ENVIRONMENTAL, LLC may suspend services on the basis of non-performance on the part of the client. When such progress payments are restored, DRUMLIN ENVIRONMENTAL, LLC will continue services.

Charges for technical and administrative personnel are computed by multiplying the direct salary cost by a factor that includes the cost of benefits and overhead. The direct salary cost equals gross salary only and does not include fringe benefits. For calendar year 2015, the rate for Richard Fortin and Matthew Reynolds of DRUMLIN ENVIRONMENTAL, LLC is \$90 per hour. Preparation and participation in deposition and trial proceedings will be billed at \$125 per hour. Junior technical staff and clerical are charged at the rate of \$35 per hour.

Company and personal vehicles used in conjunction with project work will be charged at the rate of \$0.56 per mile. In the event that rental vehicles are used for project work, the rental car invoice will be charged at cost. Printing, reproduction, binding, permits, tolls, lodging, meals, and similar project-related expenses will be billed at cost plus 10 percent. Communications (telephone, fax, e-mail, etc.) will be billed at 4 percent of labor costs.

**SERVICES OF OTHERS.** On occasion, DRUMLIN ENVIRONMENTAL, LLC engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with your approval. The cost of such services will be included in our invoice.

**ON-SITE SERVICES DURING PROJECT CONSTRUCTION.** Should DRUMLIN ENVIRONMENTAL, LLC's services be provided on the job site during project construction, cleanup or other site activities, it is understood that, in accordance with generally accepted construction practices, the construction contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. This paragraph does not apply to the conduct of a Phase I ESA.

**TEST BORINGS AND OTHER EXPLORATIONS.** To perform test borings and other explorations, we will engage a contractor or contractors experienced in this work. The contractor's invoice plus a ten percent (10%) service charge will be added to our fee. Alternatively, at your request, we can arrange for you to enter into a direct contract with the contractor. In that event, invoices for these outside services will be mailed to you for your direct payment to the contractors. We can provide review of each direct contract invoice, at your request. With your approval, we will select a contractor or contractors for this work but cannot undertake to guarantee or be responsible for their performance or the accuracy of their results. This paragraph does not apply to the conduct of a Phase I ESA.

**OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by DRUMLIN ENVIRONMENTAL, LLC as instruments of service, shall remain the property of DRUMLIN ENVIRONMENTAL, LLC. Clients agree that all reports and other work furnished to the client or his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. DRUMLIN ENVIRONMENTAL, LLC will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at all reasonable times.

**STANDARD OF CARE.** Services performed by DRUMLIN ENVIRONMENTAL, LLC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by DRUMLIN ENVIRONMENTAL, LLC and that the data, interpretations and recommendations of DRUMLIN ENVIRONMENTAL, LLC are based solely on the information available to DRUMLIN ENVIRONMENTAL, LLC. DRUMLIN ENVIRONMENTAL, LLC will be responsible for these data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. This paragraph does not apply to the conduct of a Phase I ESA.

In accepting this Agreement for consulting services, you acknowledge the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions as well as with construction.

**INSURANCE.** Insurance policies are maintained by DRUMLIN ENVIRONMENTAL, LLC to cover contracted work. We will furnish information and certification at your request. We will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of such insurance. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

**LIMITS OF LIABILITY.** DRUMLIN ENVIRONMENTAL, LLC's liability for damages due to professional negligence will be limited to amount of the contract or \$25,000, whichever is greater.

Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by DRUMLIN ENVIRONMENTAL, LLC of such limitation of professional liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitation of liability on their part as against DRUMLIN ENVIRONMENTAL, LLC.

**ASSIGNS.** Neither the client nor DRUMLIN ENVIRONMENTAL, LLC may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the client and DRUMLIN ENVIRONMENTAL, LLC.

**CONFIDENTIALITY.** We will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. We will not disclose such information without your consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order or governmental directive; and/or (4) protection of DRUMLIN ENVIRONMENTAL, LLC against claims or liabilities arising from the performance of services under this Agreement. Our obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**INDEMNITY.** It is understood and agreed that, in seeking our consulting services under this Agreement, you are requesting us to undertake potentially uninsurable obligations for your benefit involving the presence or potential presence of hazardous substances. Therefore, you agree to hold harmless, indemnify, and defend us from and against all claims, losses, damages, liability, and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of our sole negligence in the performance of services under this Agreement. This paragraph does not apply to the conduct of a Phase I ESA.

**TERMINATION.** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, DRUMLIN ENVIRONMENTAL, LLC shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, DRUMLIN ENVIRONMENTAL, LLC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of DRUMLIN ENVIRONMENTAL, LLC in completing such analyses, records and reports.

**MEDIATION.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and DRUMLIN ENVIRONMENTAL, LLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and DRUMLIN ENVIRONMENTAL, LLC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

# BANGOR DAILY NEWS [\(http://bangordailynews.com/\)](http://bangordailynews.com/)

## Maine CDC finds no evidence of cancer cluster in Hampden (<http://bangordailynews.com/2015/11/18/news/bangor/maine-cdc-finds-no-evidence-of-cancer-cluster-in-hampden/>)

By Dawn Gagnon (<http://bangordailynews.com/author/dawn-gagnon/>), BDN Staff  
Posted Nov. 18, 2015, at 6:41 a.m.

HAMPDEN, Maine — Despite concerns raised by some residents, the Maine Center for Disease Control and Prevention found no evidence of a higher-than-normal cancer rate among residents of Coldbrook Road, according to its final report on the matter.

Town councilors voted in October 2013 to ask Maine CDC to investigate concerns ([https://www.google.com/url?q=http%3A%2F%2Fbangordailynews.com%2F2013%2F10%2F11%2Fhealth%2Fhampden-councilors-want-state-to-probe-cancer-cases-near-former-landfill%2F&sa=D&usg=AFQjCNHA9OCs\\_WZzLHpKLANb7vEsCcDe7g&ref=inline](https://www.google.com/url?q=http%3A%2F%2Fbangordailynews.com%2F2013%2F10%2F11%2Fhealth%2Fhampden-councilors-want-state-to-probe-cancer-cases-near-former-landfill%2F&sa=D&usg=AFQjCNHA9OCs_WZzLHpKLANb7vEsCcDe7g&ref=inline)) expressed by resident Jim Barrows about what he believed was an abnormally high rate of cancer on a roughly mile-long stretch of Coldbrook Road, near the now closed Pine Tree Landfill.

The final report was delivered to town officials late last month. It was presented to Town Council members during an Oct. 26 meeting of the council's infrastructure committee.

"As one of this town's councilors, I think this is good news, and I hope that the residents are reassured," Town Councilor Dennis Marble, who is chairman of the committee, said Tuesday evening.

Mayor David Ryder could not immediately be reached for comment.

Barrows, who could not be reached for comment Tuesday, said at that time that he has three different types of cancer and several members of his family have been diagnosed with cancer. He first brought the matter to the attention of town officials in July 2002. Despite their efforts to get answers, neither he nor town officials saw anything much in the way of a response until the fall of 2013.

Barrows said that he knew of 15 people with some form of cancer residing, or who formerly resided, on the section of Coldbrook Road that runs from H.O. Bouchard Inc. to Coldbrook Equestrian. There are 20 households within that span, he said. Nearby are the now closed Pine Tree landfill and several large transportation companies.

Barrows' list of people diagnosed with cancer eventually grew to more than 40, he said previously. He said he suspected the cases could constitute a cancer cluster.

As of June 2014, however, state health officials had not found anything unusual (<https://www.google.com/url?q=http%3A%2F%2Fbangordailynews.com%2F2014%2F06%2F27%2Fnews%2Fbangor%2Fstate-health-officials-update-hampden-leaders-on-residents-cancer-concerns%2F&sa=D&usg=AFQjCNH05l2xxZCMoTKvpsWPDHAWNW7iQ&ref=inline>) about the number and types of cancer cases found along Coldbrook Road. Dr. Molly Schwenn, director of the Maine Cancer Register, said during a meeting at that time with then Town Manager Susan Lessard and Barrows. Also on hand were Dr. Sheila Pinette, who at the time was director of Maine CDC, and Debra Wigand, director of the state center's Division of Population Health.

"There is no peak in any cancer. There is a broad spectrum of many cancers," Schwenn said of the cases she found in the state cancer registry database. She also said there were not any unusual occurrences of rare cancers or cancers found in unusually young victims.

In its final report, Maine CDC said that it looked at 15 years worth of cancer data — from 1997 through 2011 — for the town overall and for 19 people who live or have lived in the Coldbrook Road neighborhood, which also included residents of Emerson Road and Wilbur Drive.

The 19 cases from the Coldbrook Road neighborhood were verified in the Maine CDC's cancer registry database. They were among a longer list of names provided by Barrows and two other informants.

"There are certain findings that must be in place in order to define a cancer cluster," Maine CDC said in its final report. "A cancer cluster is when more cancer cases of a certain type occur in a population than would normally occur or be expected within a group of people in a certain area over a defined period of time.

"Of the 19 individuals in the analysis, there were no children or adolescents; the youngest age was 24. Six of the 19 individuals had more than one cancer. The total number of cancers was 27," the report stated.

"Similar to the distribution of cancer types in Hampden as a whole, there were five prostate cancers, three breast cancers, three melanomas, two lung cancers and two colorectal cancers. There were also three lymphomas (all different types) and two malignant brain tumors. All other cancer types occurred once. All cancers occurred in expected age groups. None of these findings are supportive of a cancer cluster," state health officials concluded.

With regard to environmental concerns involving the former Pine Tree Landfill, Maine CDC noted that there have been documented instances of leachate spill and some increases in arsenic levels in monitoring wells.

"The test results indicated that following the 2007-2010 closure, the landfill is affecting groundwater in the area. In some places around the landfill, aspects of the water quality appear to be deteriorating, including residential wells. A methane gas extraction system is in place."

Coldbrook Road neighborhood residents who depend on well water were encouraged to test their water quality, including arsenic levels.

<http://bangordailynews.com/2015/11/18/news/bangor/maine-cdc-finds-no-evidence-of-cancer-cluster-in-hampden/>  
(<http://bangordailynews.com/2015/11/18/news/bangor/maine-cdc-finds-no-evidence-of-cancer-cluster-in-hampden/>) printed on November 18, 2015

**TOWN OF HAMPDEN, MAINE  
HARBOR ORDINANCE**

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ARTICLE VIII NUISANCE AND POLLUTION..... 5

ADOPTED: Hampden Town Council: August 20, 1984  
Effective date: September 19, 1984

AMENDED: Hampden Town Council April 20, 1992  
Effective: May 20, 1992

AMENDED: Hampden Town Council November 17, 2003  
Effective: December 17, 2003

**TOWN OF HAMPDEN, MAINE  
HARBOR ORDINANCE**

**ARTICLE I  
BOUNDARIES AND JURISDICTION**

The rules and regulations contained herein shall govern water recreation, navigation, and all boating activities on the Penobscot River and its estuarine tributaries, extending from the Bangor City Line to the Winterport Town Line, to the thread of the river channel. The Hampden Marina area shall include that area on Turtle Head extending from the property line between land now or formerly owned by the City of Bangor and land now or formerly owned by the Lane Construction Corporation, southwest to a point 100 feet downriver from Turtle Head Point, extending to the thread of the river; also including Turtle Head Cove, from Turtle Head to the head of tide.

**ARTICLE II  
HARBOR MASTER**

The Harbor Master shall be appointed annually by the Town Council and shall have the authority to enforce the rules and regulations of the Statutes of the State of Maine relating to the operation of vessels, as contained in Title 38 M.R.S.A., Chapter 1, and other rules and regulations as contained herein.

**ARTICLE III  
CHANNELS**

The Main channel at the Hampden Marina shall extend in a southerly direction from the boat launching ramps approximately 400 feet to the main channel of the Penobscot River, to be marked by buoys from May 15<sup>th</sup> to October 15<sup>th</sup> of each year. The channel shall be kept clear for the passage of boats to the public landing float and the boat launching ramps.

There shall be no anchoring allowed within 100 feet of the channel lines, and tenders or dinghies shall not be allowed to encroach into the area of the channel outlined by the channel buoys.

**ARTICLE IV  
FLOATS**

A landing float will be maintained at the Hampden Marina by the Town for the use of the public. No persons shall leave a vessel tied to the face of the public float for a period of longer than one hour without the direct permission of the Harbor Master, with the exception of the rowboats, canoes, dinghies, or other un-powered boats, which may be tied to the ends or rear of the float after registration with the Harbor Master. Any person who leaves a vessel moored to the public float beyond the allotted time shall be fined for each violation in the sum of not less than \$25.00 nor more than \$100.00 to be recovered on complaint by the Harbor Master before the District Court. Each day shall be considered a separate violation.

Boats over 15 feet in length shall not be allowed to be tied up to the dinghy area. *(Amended 4/20/92)*

Overnight tie-up to the public float will be allowed only upon permission from the Harbor Master, with payment of a fee in accordance with the Town of Hampden Fees Ordinance. *(Amended: 11-17-03)*

**ARTICLE V  
LAUNCHING RAMPS**

The Harbor Master shall have jurisdiction over the public boat launching ramps. Boats and cradles shall not be left on the ramps at any time. Vehicles, trailers, and boats shall be parked or stored in designated areas only. No vehicles or boats shall be left unattended on the approach to the launch ramps.

No unattended tie-up of boats to the grounding floats will be allowed, nor will boats be allowed to tie up in any manner so as to interfere with the launching or retrieval of boats on the launch ramps. Any violation will be subject to the same penalties as described above for the public float.

**ARTICLE VI  
MOORINGS**

A mooring area shall be established on the upriver side of the entrance channel to the boat launch ramps, extending upriver to an extension of the property line between land now or formerly owned by the City of Bangor and now or formerly owned by the Lane Construction Corporation. The maximum offshore distance for mooring shall be 350 feet from the mean high water line.

Installation of private moorings will be subject to the approval of the Harbor Master upon payment of an annual fee in accordance with the Town of Hampden Fees Ordinance. *(Amended: 11-17-03)*

Said moorings shall be placed only in the precise areas designated by the Harbor Master. Residents of the Town of Hampden and the City of Bangor will be given priority with regard to the placement of private moorings. *(Amended 4/20/92)*

The Harbor Master shall register all moorings with the following information:

1. Name and address of the owner, and number of the vessel.
2. Location of the mooring.
3. Size and type of the mooring and chain.

All moorings shall be registered at the Town Office each year before May 1<sup>st</sup>. Each private mooring shall be assigned a number, which shall be displayed on the buoy in permanent letters at least 2½ inches high.

The maximum mooring scope from staple to bit shall be forty feet. The minimum mooring weight shall be one ton for stone or other bulk moorings, or the equivalent for swing-around moorings. The minimum bottom chain size shall be 3/8 inch. In addition to the foregoing specifications for moorings, the Harbor Master may enforce additional written specifications, to be conveniently available to the public upon request. *(Amended: 4-20-92)*

No changes in the location of moorings will be allowed without the approval of the Harbor Master. Moorings not registered by May 1<sup>st</sup> of each year shall become the property of the Town. Ownerships of private moorings are not transferable without the written permission of the Harbor Master. Moorings shall be inspected at least once every five years at the owner's expense, either by pulling or by underwater investigation. If, upon inspection, the mooring is considered by the Harbor Master to be unsafe, then it shall be repaired or replaced within a period of ten days at the expense of the owner.

Whoever violates any of the above conditions pertaining to moorings shall be liable upon complaint of the Harbor Master in the District Court for a fine of not less than \$25.00 nor more than \$100.00. Whoever

willfully destroys any channel marker or buoy shall be liable upon complaint of the Harbor Master for a fine of not less than \$100.00 nor more than \$200.00

The anchoring of boats will not be allowed within the limits of the entrance channel or the mooring area. All boats shall be anchored downriver from the mooring area. The lower limit of anchored area shall be 100 feet downriver from Turtle Head. *(Amended: 4-20-92)*

Whoever anchors a boat in an improper location or manner shall be liable upon complaint of the Harbor Master in District Court for a fine of not less than \$25.00 nor more than \$100.00.

## ARTICLE VII GENERAL REGULATIONS

Any use of the public facilities mentioned above, i.e., public floats, boat launching ramps, parking areas, moorings and ground floats shall be at the user's risk, and the Town of Hampden will not be liable for any damage or injury resulting from the use of said facilities. Boats and/or trailers will not be stored on the premises within the parking area for more than twenty-four (24) hours without the permission of the Harbor Master. *(Amended: 4-20-92)*

A Harbor Committee shall be appointed each year by the Town Council, consisting of five members, each serving three-year terms. The initial Committee will have two members serving three years, two members serving two years, and one member serving one year. All new appointments will be for three year terms. The Town Manager and the Harbor Master shall serve as Ex Officio members. The Harbor Committee shall be composed of those persons having an interest in and knowledge of recreational boating, and those persons having a direct connection with the ownership and/or operation of facilities in the Turtle Head area.

The duties of the Committee shall include:

1. The general surveillance of the operation and maintenance of the Marina area, including shore-side activities,
2. The establishment and the annual review of fees for the use of the public facilities,
3. The planning for further development and improvement of the Marina facilities, and
4. The planning and review of boating activities within the overall harbor jurisdiction.

The Committee shall file an annual report with the Town Council. The Harbor Committee shall be advisory in nature and any complaints, recommendations or requests shall be addressed to the Town Manager for further action.

The Harbor Master shall be responsible for carrying out the provisions of this Ordinance as well as the provisions of Title 38 M.R.S.A., Chapter 1. He shall keep a log of all activities within the harbor area, and shall collect all fees as hereinafter established to be turned over daily to the Town Clerk. The Harbor Master shall be subject to the authority and direction of the Town Manager.

**ARTICLE VIII  
NUISANCE AND POLLUTION**

No watercraft shall be used or operated within the harbor area so as to cause danger, annoyance, disturbance or inconvenience to the public. Motorboats without suitable mufflers will be prohibited.

All watercraft operating within the Hampden Marina limits shall maintain a speed of not more than five knots.

No person or vessel shall dump or dispose of any refuse or garbage upon the shore of the Penobscot River or its tributaries, or upon the waters of the river. No vessel shall deposit, throw, sweep or cause to be deposited or swept into the waters of the Penobscot River or its tributaries any gasoline, oil, fuel or sewage, or any floating objects which may cause obstruction or danger to navigation.

Any master or owner of any vessel or boat, or any other person who shall violate any of the provisions of any rules or regulation contained herein to which a specific penalty is not annexed or otherwise provided by law, shall forfeit and pay a fine of not less than \$25.00 nor more than \$100.00, to be recovered upon complaint by the Harbor Master before District Court.

STK Foundation Budget for EDL "Spruce up the Library!" project **total: \$47,627.00**

1. Replace loose and missing exterior trim, caulk all exterior trim-----\$1,750.00
2. Build a 6'x8' storage shed-----\$2,300.00
3. Patch, caulk, paint all ceilings and 2 coats on interior walls in all but one room-----\$9,630.00
4. Build a privacy wall drywall, 36" full view glass door, 72"x36" glass window pane in a primed wood frame, trim out both door and window, patch all floor and ceiling trim-----\$2,060.00
5. Tables and chairs for the new area created in #4 above-----\$1000.00
6. Lighting Retrofit-----\$30,887.00
  - furnish and install 11 LED surface wrap fixtures
  - furnish and install 1 LED Exit sign
  - relamp chandelier 9 LED lamps
  - convert center bowl fixture to paddle fan/light combo
  - install linear LED fixture around crown molding and remove existing fluorescent lighting
  - relamp 2 chandeliers with 15 LED lamps in each
  - install 52' of track lighting in hallways
  - install 20 adjustable focus LED heads that are versatile to changing artwork in the hallways
  - install 3 rows of 2 wraps for 6 fixtures
  - install a new switch and distribute power for lighting on top of book shelf 22 linear feet of LED rope light
  - replace 4 suspended fixtures with 2 eight foot indirect lighting 4L High Output linear fluorescent fixtures
  - replace existing surface fixtures with decorative type LED
  - replace fixture over front door with LED 'spin light' 11.5 watt
  - retrofit recessed fixture in entry with LED can light
  - retrofit existing recessed can with weatherproof LED for outside book drop area

# Hampden Public Safety

Emergency Services Working Together

106 Western Avenue  
Hampden, ME 04444

Phone: 207-862-4000

Email: [publicsafety@hampdenmaine.gov](mailto:publicsafety@hampdenmaine.gov)

<http://www.hampdenmaine.gov/>

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Office of the  
Town Manager

Office of the  
Town Manager

Police • Fire • EMS  
Code Enforcement  
Building Inspection  
Fire Inspection  
Local Health Office

TO: Angus Jennings, Town Manager  
FROM: Joseph L. Rogers, Director of Public Safety  
RE: Use of Public Safety Area and Security Awareness Training  
DATE: November 17, 2015

Joseph L. Rogers  
Director of Public Safety  
Kandy A. McCullough  
Administrative Assistant

Police  
T. Daniel Stewart  
Sergeant/SRO  
Scott A. Webber  
Sergeant  
Christian D. Bailey  
Sergeant

Joel Small  
Police Officer  
Joseph D. Burke  
Police Officer/MDEA  
Benson G. Eyles  
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Jared LeBarnes  
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Matthew Thomas  
FF/Paramedic  
Shaun McNally  
FF/Paramedic  
Aaron Jellison  
FF/Paramedic  
Matthew Roope  
FF/Paramedic

As I'm sure you are aware, the sensitive nature of the information public safety deals with requires the highest level of security. We are closely regulated and monitored. The CJIS Security Policy is designed to provide adequate controls to protect the full lifecycle of criminal justice information. It guides the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. These regulations apply to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

Criminal Justice Information (CJI) Criminal Justice Information is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

The intent of the CJIS Security Policy is to ensure the protection of CJI until the information is: released to the public via authorized dissemination (e.g. within a court system; presented in crime reports data; released in the interest of public safety); purged or destroyed in accordance with applicable record retention rules. We are routinely audited to confirm compliancy.

There are a couple areas we are deficient in; and although we have been fortunate thus far, the regulations are continually growing more stringent, and it is inevitable the following matters will eventually become matters of concern to an auditor.

The Criminal Justice Information Security Policy requires that *basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to CJI.*<sup>1</sup>

*Training is required for all employees of your agency and anyone having unescorted access to areas where METRO/CJIS systems data is accessed, processed, or stored. This includes anyone having indirect access to criminal justice information (CJI) via printouts or access to computer systems used to store CJI. This also includes anyone having unescorted access to areas where there are computers used to access and/or store CJI, printers used to print CJI, or cabinets and/or paper files storing CJI. In other words, all maintenance, cleaning, or other administrative personnel with keys or other means of unescorted access and any subcontractors with unescorted access need to complete Tier 1 of the security awareness training.*

<sup>1</sup> CJIS Security Policy Version 5.3, Section 5.2

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*Director of Public Safety*  
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*FF/Paramedic*  
Matthew Roope  
*FF/Paramedic*

We understand that it may not be practical for some, such as voting volunteers, to be background checked. Such steps may be avoided provided trained personnel escort them through the hallways and downstairs areas. We will be in violation if we continue to allow people, whether they are citizens, untrained employees, councilors, contractors or vendors; to walk through the building unescorted.

We also have serious concerns surrounding the practice of allowing special interest groups and non-municipal related businesses hold events in the training room. CJIS Policy Section 5.9 mandates that *physical protection and policy and procedures shall ensure CJI and information system hardware, software, and media are physically protected through access control measures. A physically secure location is a facility, a police vehicle, or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJI and associated information systems. The physically secure location is subject to criminal justice agency management control, SIB control; FBI CJIS Security Addendum; or a combination thereof. The perimeter of a physically secure location shall be prominently posted and separated from non-secure locations by physical controls.*<sup>2</sup>

Groups utilizing the room require access to the kitchen, lobby and restrooms. The lobby design alone hinders our ability to control display medium. *Physical access to information system devices that display CJI must also be controlled and positioned in such a way unauthorized individuals cannot access or view CJI*<sup>3</sup>. Given the layout of the building, with the majority of the files and records being prepared and processed through the administrative office – this is difficult to comply with. As it is now, in order to be in complete compliance, the administrative office/lobby area would need to be staffed by someone with CJIS training at all times anyone could be in the lobby and look through the glass to see computer screens, reports, or work product on the counters.

A couple of businesses do pay a small fee for using the room. The amount is insignificant when compared to the potential ramifications of non-compliance. We just do not have the staff or security measures necessary to allow the room to be used as an event center.

Ultimately, it's important to remember that this is an emergency services building. It is not uncommon to have folks attempting to drive themselves or a loved one to the hospital, decide to stop here for help. We've had patients come into the lobby experiencing a heart attack, mental health crisis, and broken bones. One woman experiencing a mental health problem was so angry, loud, and disruptive that our former cleaning person physically locked herself in the bathroom because she feared for her safety.

People come to see the police usually during very emotional periods. We have had a road rage incident between two men continue into the lobby. The administrative assistant was at her desk when two men came into the lobby yelling and swearing; and a physical confrontation

<sup>2</sup> CJIS Security Policy Version 5.3, page 51

<sup>3</sup> CJIS Security Policy Version 5.3, Section 5.9.1.5

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*FF/Paramedic*

ensued. The administrative assistant was able to break the fight up while a firefighter contacted police units on the road.

People kick and punch walls, plants, and other items in the lobby.

We have domestic violence and sexual assault victims and suspects here. The interview room is just off the lobby. Making victims feel comfortable enough to talk about the crimes committed against them is difficult; and it's compounded when there are large groups of children playing or adults talking.

Just a couple weeks ago, a woman walked in carrying a handgun at her side. This woman wasn't a threat, she was turning the gun in for safekeeping, but the gun did have a full magazine, and the situation could have been disastrous.

There is a high likelihood that during one of the frequent meetings of the soccer club, Girl Scouts, Boy Scouts, sewing guild, book signings, etc.; or employee trainings for RH Foster staff, or medical screenings by Lifeline, etc. – that an elevated incident could occur here. We cannot predict if or when a problem will occur, but we can reasonably say they would be better served in a setting designed for such events.

It is not our desire to be inaccessible, and we strive to avoid that perception. We welcome the community members and want them to feel they can come to us. Unfortunately, restrictions placed upon us are becoming increasingly stringent; and substance abuse, mental health issues, and crime rates continue to increase. It's imperative that we maintain a safe, secure workplace that meets or exceeds the minimum security guidelines.

Kyle has begun to search for potential grant monies to provide card style identification/entry keys. Below is a summary of the actions necessary to keep or put us into compliance:

- All Town of Hampden employees who may potentially have reason to be in the public safety sections of the building, must complete the online CJIS training, print a certificate, and submit it to our office for filing. Recertification is required every two years.
- All employees that have not previously done so; shall submit to fingerprint background checks. These practices should become part of the mandatory hiring process for all future hires that are expected to access the public safety areas.
- Prominently post and separate the perimeter of secure locations from non-secure locations by physical controls<sup>4</sup>
- Develop and keep current a list of personnel with authorized access to the physically secure locations<sup>5</sup>

<sup>4</sup> CJIS Security Policy Version 5.3, Section 5.9.1.1

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*FF/Paramedic*

- Control all physical access points and verify individual access authorizations before granting access<sup>6</sup>. This would include eliminating the use of the public safety building for purposes other than official Town of Hampden business. During those events, there would be at least one person properly trained and able to monitor visitor activity.

<sup>5</sup> CJIS Security Policy Version 5.3, Section 5.9.1.2

<sup>6</sup> CJIS Security Policy Version 5.3, Section 5.9.1.3



Angus Jennings <townmanager@hampdenmaine.gov>

---

## Public Safety memo of 11/17/15

1 message

---

Angus Jennings <townmanager@hampdenmaine.gov>

Thu, Nov 19, 2015 at 3:41 PM

To: Joe Rogers <jlrogers@hampdenmaine.gov>

Cc: Kandy McCullough <kmccullough@hampdenmaine.gov>

Hi,  
I have reviewed your memo and share your concern regarding areas of non-compliance with applicable regs, and regarding the potential for inappropriate interface with public safety records and activities. I'm happy to work with you toward compliance.

Initially, I'd like to better understand the protocols for authorizing use of the community room. The memo refers to use by the soccer club, Girl Scouts, Boy Scouts, sewing guild, book signings etc. Typically, which requests have come through the town office, how and by whom have they been handled, and have they typically been requests for one-time events or are there agreements in place - formal or otherwise - for ongoing use?

Let's work together to prepare a list of employees who will require training, fingerprint background checks etc. I'll check with Tammy to see what records we maintain in this regard.

Let's schedule a time to meet after Thanksgiving.

Thanks,  
Angus

-

Angus Jennings  
*Town Manager*

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

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

Town of Hampden  
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Office of the  
Town Manager

## Mailbox Policy for the Municipality of \_\_\_\_\_

For convenience and practicality, mailbox installations have been allowed within the right-of-way of Maine's public highways; however it is important to recognize that such installations have two very important conditions:

- 1) The mailbox must be installed in accordance with applicable standards to ensure that mail can be delivered and that the mailbox does not create an obstacle or safety hazard to those that use or maintain the highway, and
- 2) The mailbox is installed entirely at the owner's risk. In other words, if the mailbox incurs damage during any sort of highway operations or maintenance, the property owner is not entitled to replacement or compensation. In fact, if the mailbox was not installed in accordance with the applicable standards as stated above, the owner may even be held liable for injuries or damages that may have been incurred as a result.

Mailbox design and installation standards are available from several sources, and mailbox owners are expected to consult this information prior to undertaking any mailbox installation or replacement. The following standards have nationwide relevance and were developed in cooperation with one another:

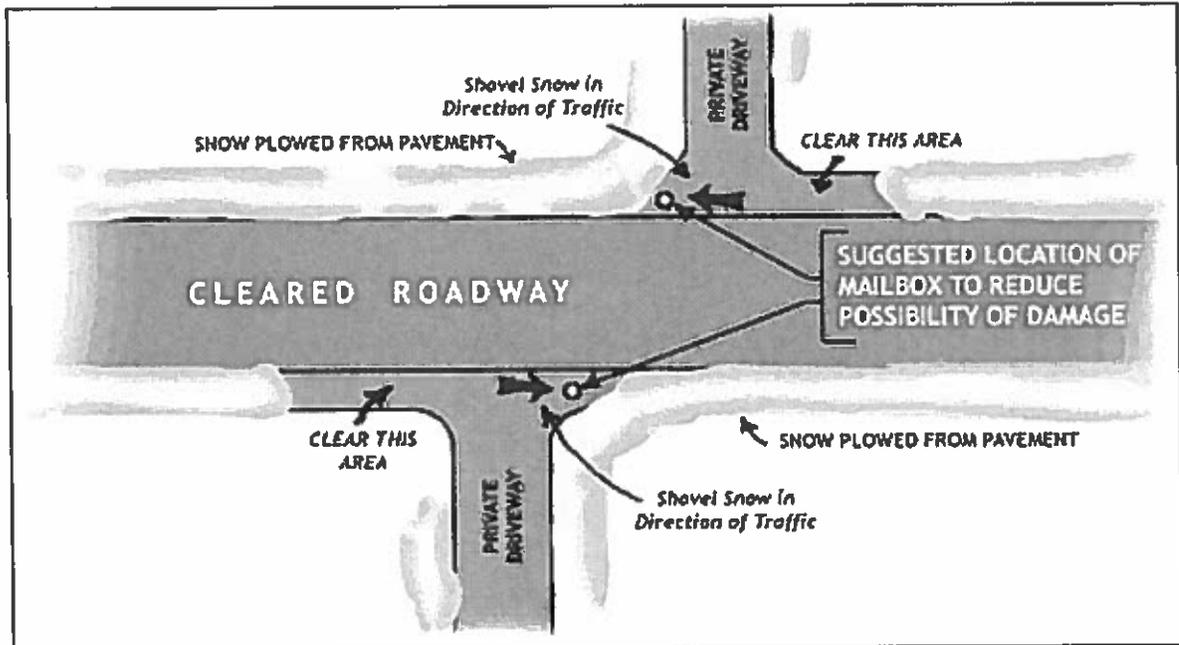
- The United States Postal Service (USPS) Mailbox Guidelines. The USPS defines the standards for mailbox construction, as well as the placement tolerance that must be met to accommodate postal operations. Specifics may be obtained from your local post office or online at: <https://www.usps.com/manage/know-mailbox-guidelines.htm?>
- American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide. The AASHTO Roadside Design Guide, Chapter 11: *Erecting Mailboxes on Streets and Highways* deals with the safety and construction of privately owned mailboxes, mailbox supports, and mailbox turnout designs and is less focused on postal operations. This publication may be obtained online through the AASHTO Bookstore at: [https://bookstore.transportation.org/Item\\_details.aspx?id=1807](https://bookstore.transportation.org/Item_details.aspx?id=1807)

This municipality has developed this policy to promote compliance with these national standards and to help further clarify the expectations and responsibilities of Maine mailbox owners to improve the safety of our roads. The following pages further specify the details associated with the mailbox height, location, offset, and post type to minimize the potential hazards associated with mailbox installations and to reduce the opportunities for damage to mailboxes.

## *Mailbox Installation Standards*

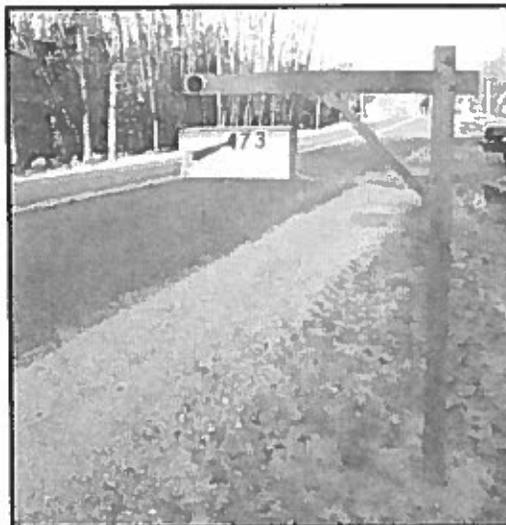
### **General Location:**

Whenever possible, your mailbox should be located after your driveway opening. This location placement improves visibility, minimizes the amount of snow that comes off of the snow plow, and improves the approach for your mail carrier. The diagram below further clarifies this preferred placement:



### **Mailbox Support Design:**

It is best to use an extended arm type of post with a free-swinging suspended mailbox. This allows snowplows to sweep near or under boxes without damage to supports and provides easy access to the boxes by carrier and customers. The following picture shows a free-swinging suspended mailbox:



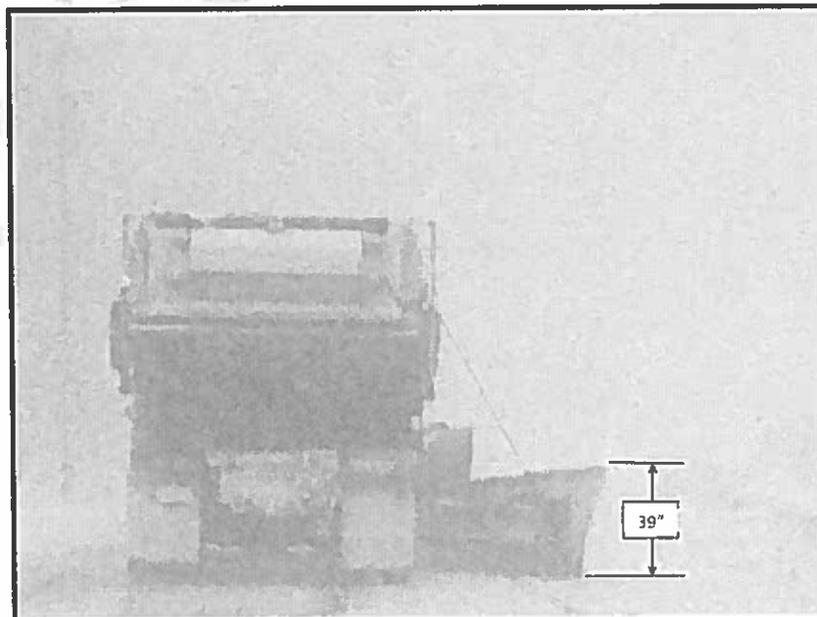
**Offset:**

Mailboxes should be set back from the edge of the shoulder – regardless of whether the shoulder is gravel or paved. In other words, the face of the mailbox should be at least **one foot (1')** back from the edge of the normally plowed surface of the highway or the face of curb. Greater offset distances are encouraged whenever possible to allow the mail carrier to get further out of traffic and to further minimize potential damage to your mailbox. The following picture shows a mailbox with a reasonable offset:



**Height:**

According to USPS standards, a mailbox must be installed with the bottom of the mailbox located between 41” and 45” high above the surface of the highway shoulder. We recommend that this height be closer to the 45” measurement to minimize conflict with the height of the plow truck wing when snow is being pushed back during, or between, winter storms. The following picture further clarifies the height considerations:



### **Post Size, Type and Embedment:**

Mailbox posts must be sturdy enough to hold up the mailbox in all types of weather conditions, however they cannot be so rugged that they present a hazard to vehicles that inadvertently leave the road. If a mailbox support is struck by a vehicle, it must easily break away. Therefore, the following types of posts are deemed acceptable:

- **4" x 4" wooden posts** embedded **2 feet** into the ground. Larger wooden posts may be used only if the post is drilled through with an appropriate spade bit to create a shear plane that is no higher than 6" above the surface of the surrounding ground. The number and size of the drilled holes depends upon what is necessary to bring the cross-section of the larger post down to the equivalent cross-sectional area of a standard 4" x 4" post. (MaineDOT Standard Specification 606.06)
- **1" to 2" round diameter steel or aluminum pipe or standard U-channel post** embedded **2 feet** into the ground.
- Unacceptable mailbox supports include: anything that is filled with concrete, masonry and stone structures, heavy steel structures, and most objects that were intended for other uses (e.g. antique plows, I-beams, and various other household tools and objects).

**NOTICE: Mailboxes, attachments or support systems not consistent with this policy are considered "Deadly Fixed Objects" (aka. "DFOs") and are in violation of 23 MRSA §1401-A on state and state aid roads. On local roads, they can be considered as "obstructions" and a number of statutes relate to these obstructions. As such, when these installations are recognized by the municipality, the owner will be informed of the hazard and immediate removal will be requested. If the property owner does not comply with this request, the municipality may elect to remove the installation and seek reimbursement from the property owner for all costs incurred.**



Denise Hodsdon <clerk@hampdenmaine.gov>

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## Fwd: Local Government Efficient Fund – Request for Grant Proposals

1 message

---

Angus Jennings <townmanager@hampdenmaine.gov>  
To: Denise Hodsdon <clerk@hampdenmaine.gov>

Tue, Nov 10, 2015 at 11:38 AM

Please include this in correspondence for Monday's meeting. I'll circulate to department heads and see if there are questions that would be submitted prior to the 12/4 questions deadline. Grant applications are due 1/15. Thanks -

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

From: FYI re Efficiency Fund Grant RFP <KeyMunicipalOfficials@imail.memun.org>  
Date: Tue, Nov 10, 2015 at 10:56 AM  
Subject: Local Government Efficient Fund – Request for Grant Proposals  
To: KeyMunicipalOfficials <KeyMunicipalOfficials@imail.memun.org>  
Cc: kdufour@memun.org, lellis@memun.org, gherman@memun.org, gcorbin@memun.org

To: Key Municipal Officials  
From: Kate Dufour  
Date: Tuesday, November 10, 2015  
Re: Local Government Efficient Fund – Request for Grant Proposals

With the adoption of the FY 2016 – FY 2017 General Fund budget, the Legislature appropriated \$1.5 million (\$750,000 in both FY 2016 and FY 2017) to capitalize the Local Government Efficiency Fund program.

As you may recall, the Efficiency Fund was created as part of Question 1-A adopted by the voters in 2004 and the “LD 1” law enacted in 2005. The incentive program was designed to provide municipalities with financial resources to develop and implement cost effective and regionally collaborative service delivery systems.

The Department of Administrative and Financial Services (DAFS), which is tasked with overseeing the program, has invited municipal officials to submit applications for the Efficiency Fund grants. A copy of the “request for proposal”, which includes required application instructions and forms, is attached to this memo.

There are two key deadlines to keep in mind.

First, questions regarding the grant application process must be submitted to DAFS no later than 5:00 p.m. on Friday, December 4, 2015. Questions should be directed to Jennifer Merrow at either [Jennifer.Merrow@Maine.gov](mailto:Jennifer.Merrow@Maine.gov) or 624-7811.

Second, completed applications and proposals must be submitted to DAFS no later than 2:00 p.m. on Friday, January 15, 2016. Completed applications are be submitted to:

Division of Purchases  
Burton M. Cross Building, 111 Sewall Street, 4<sup>th</sup> Floor  
9 State House Station, Augusta ME 04333-0009

--

Angus Jennings  
Town Manager

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

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



**RFP - Efficiency Fund Grants.doc**  
208K

**STATE OF MAINE**  
**Department of Administrative and Financial Services**

**RFP# 201510194**

**Efficient Delivery of Local and Regional Government Services**

**RFP Coordinator:**  
Jennifer Merrow  
78 State House Station  
Augusta, Maine 04333-0078

Tel: (207) 624-7811 E-mail: [Jennifer.Merrow@Maine.gov](mailto:Jennifer.Merrow@Maine.gov)

**From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person/State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.**

**Deadline for Submitted Questions:** December 4, 2015, 5:00 p.m. local time

**Proposals Due:** January 15, 2016, not later than 2:00 p.m. local time

Submit to:  
**Division of Purchases**  
**Burton M. Cross Building, 111 Sewall Street, 4<sup>th</sup> Floor**  
**9 State House Station, Augusta ME 04333-0009**

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**Public Notice**

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**State of Maine**  
**Department of Administrative and Financial Services**  
**Public Notice for RFP# 201510194**  
**Efficient Delivery of Local and Regional Services**

The State of Maine, Department of Administrative and Financial Services, announces a grant opportunity for municipal, county or regional governments seeking to create efficiencies in service to its residents. In accordance with State procurement practices, the Department is hereby announcing the publication of a Request for Proposals (RFP) # 201510194 for the award of such grants.

A copy of the RFP can be obtained by contacting the Department's RFP Coordinator for this project: Jennifer Merrow. The RFP Coordinator can be reached by email at [Jennifer.Merrow@Maine.gov](mailto:Jennifer.Merrow@Maine.gov) or by postal mail at 78 State House Station, Augusta, Maine, 04333.

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4<sup>th</sup> Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00 pm, local time, on January 15, 2016, when they will be opened at the Division of Purchases' aforementioned address. Proposals not received at the Division of Purchases' aforementioned address by the aforementioned deadline will not be considered for grant award.

\*\*\*\*\*

**State of Maine**  
**Department of Administrative and Financial Services**  
**RFP# 201510194**  
**Funds for Efficient Delivery of Local and Regional Services**

**PART I INTRODUCTION**

**A. Purpose and Background**

Maine State Government's Fund for the Efficient Delivery of Local and Regional Services, hereinafter referred to as the "Fund", was established in 2005 to encourage intergovernmental cooperation on projects that will result in cost-savings, and ultimately a reduction in property taxes. In support of this, the Fund provides monetary assistance to municipalities, counties and state agencies that work together for this purpose.

Governor LePage has placed tax reform and relief at the top of his agenda. Toward that end, the Fund has been revitalized for the 2016-17 biennium. As the administrator of the Fund, the Department of Administrative and Financial Services ("Department") is seeking proposals for grant opportunities as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the awards will be made and the contractual terms that will govern the relationship between the State of Maine ("State") and the awarded Bidder(s).

**B. General Provisions**

1. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the "Proposal Submission Requirements and Evaluation" section of this RFP.
3. Bidders shall take careful note that in evaluating a proposal submitted in response to this RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
4. The RFP and the selected proposal(s), including all appendices or attachments, shall be the basis for the final contract, as determined by the Department.

5. Following announcement of award(s), all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.
7. The State of Maine Division of Purchases reserves the right to authorize other Departments to use the contract(s) resulting from this RFP, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be the Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

In accordance with Maine Revised Statute Title 30-A § 6201, eligible applicants are Maine municipalities, counties or regional government subdivisions.

<http://www.mainelegislature.org/legis/statutes/30-A/title30-Asec6201.html>

Regional government subdivisions are those that are pursuant to Maine Revised Statute Title 30-A chapters 115 or 119.

<http://www.mainelegislature.org/legis/statutes/30-A/title30-Ach115sec0.html>

<http://www.mainelegislature.org/legis/statutes/30-A/title30-Ach119sec0.html>

### **D. Contract Term**

The Department is seeking proposals to provide services, as defined in this RFP, for the anticipated contract period defined below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFP and the contracting process. The actual contract start and end dates will be established by a completed and approved contract.

The term of the anticipated contract resulting from this RFP is April 1, 2016 through June 30, 2017. A one-year extension may be requested.

### **E. Available Funds**

The State has up to \$1.5 million available for these intergovernmental projects. Of the moneys available, \$750,000 is available in each fiscal year of the State's 2016-17 biennium. These fiscal years end on June 30, 2016 and 2017. The Department reserves the right to award grants in total or to divide the awards between the two State fiscal years.

### **F. Number of Awards**

The Department reserves the right to make one or multiple awards as a result of this RFP process. The number of awards will be based on the ranking of proposals and availability of funds.

## **PART II SCOPE OF SERVICES TO BE PROVIDED**

The State of Maine seeks to support municipalities, counties and regional government subdivisions in developing partnerships for delivering government services. The Fund was established to encourage and support intergovernmental cooperation with the ultimate goal of reducing property taxes. More information on the Fund can be found in Maine Revised Statute, Title 30-A, Chapter 231, (<http://www.mainelegislature.org/legis/statutes/30-A/title30-Ach231sec0.html>) and at [www.maine.gov/dafs/Fund/index.html](http://www.maine.gov/dafs/Fund/index.html).

Grants will be awarded for qualifying projects that are designed to achieve significant and sustainable savings in the cost of delivering local and regional government services, and that ultimately reduce the demand for property tax revenues. Savings must be achieved through collaborative approaches to service delivery, enhanced regional delivery systems, consolidated administrative services, broad-based purchasing alliances and interlocal agreements. Grants will not be awarded on proposals that serve a single entity; collaboration with other eligible government entities is required. In addition, grants will not be awarded for planning purposes or for the construction of public works.

Applicants could consider the following types of projects:

- Implementation of shared services, such as payroll processing or tax assessment;
- Development of shared governance, such as land use ordinances or building codes; or,
- Consolidation of office policies or systems, such as those for accounting or property tax administration.

These projects are provided for illustrative purposes. They do not indicate preference for any particular type of project, and applicants are not limited to these types of projects.

**PART III KEY RFP EVENTS**

**A. Timeline of Key RFP Events**

<b>Event Name</b>	<b>Event Date and Time</b>
Due Date for Receipt of Written Questions	12/4/2015 at 5:00pm, local time
Due Date for Receipt of Proposals	1/15/2016 at 2:00pm, local time
Estimated Contract Start Date (subject to change)	4/1/2016

**B. Questions**

**1. General Instructions**

- a. It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
- b. Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator listed on the cover page of this RFP document as soon as possible but no later than the date and time specified in the timeline above.
- c. Questions may be submitted by e-mail, and include the RFP Number and Title in the subject line. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
- d. Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.

**2. Summary of Questions and Answers:** Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

**C. Submitting the Proposal**

- 1. **Proposals Due:** Proposals must be received no later than 2:00 p.m. local time, on the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.
- 2. **Mailing/Delivery Instructions:** PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).
  - a. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP.

Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.

- b. The Bidder must send its proposal in a sealed package including **one original and seven copies** of the complete proposal. Please clearly label the original. One electronic copy of the proposal **must** also be provided on CD or flash drive with the complete narrative and attachments in MS Word format. Any attachments that cannot be submitted in MS Word format may be submitted as Adobe (.pdf) files.
- c. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

**Bidder Name/Return Address**

Division of Purchases  
Burton M. Cross Building, 4<sup>th</sup> Floor  
111 Sewall Street  
9 State House Station  
Augusta ME 04333-0009

Re: RFP# 201510194

## **PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The Department seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

### **A. Proposal Format**

1. For clarity, the proposal should be typed or printed. Proposals should be single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
2. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
3. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP. The proposal should be limited to a maximum total of 25 pages. Pages provided beyond the aforementioned maximum amount will not be considered during evaluation.
4. The following proposal elements, if applicable/requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, executive summary, financial forms, any required attachments, appendices, or forms provided by the Department in the RFP.
5. The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit will not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals. Additional materials will not be considered part of the proposal and will not be evaluated.
6. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
7. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

8. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

## **B. Proposal Contents**

### **Section I Project Plan**

#### **1. Executive Summary**

Provide a brief overview of the project, including the project goals, plans for collaboration or consolidation, the type of services affected by the project, and how the goals will be achieved. This section should give the grant reviewers a clear and concise understanding of the proposed project. The overview should not exceed one page.

#### **2. Project Plan**

Provide a more detailed description of the project, including steps to be taken, a project timeline with milestones and responsible parties.

#### **3. Risk Mitigation**

This section should include a discussion of project risks and the steps that will be taken to mitigate those risks.

### **Section II Participant Qualifications and Cooperation**

#### **1. Project Participants**

Identify all government agencies that will be participating in the project, and of those agencies, which will be the lead. The lead agency will be responsible for facilitating each project and for fulfilling the requirements of the grant contract.

For each participating agency, identify the key staff and provide a summary of their experience applicable to the project. The lead agency should also identify the Project Manager and provide a summary of the Project Manager's applicable experience. If subcontractors are to be used, provide a list that specifies the name, address and a brief description of the subcontractors' organizational capacity and qualifications.

#### **2. Interagency Cooperation**

The extent and quality of cooperation among the project participants is an important factor in the success of a cooperative project. Describe the level of cooperation amongst the project participants, including the success of previous collaborative efforts and any actions that demonstrate the participants' commitment to the proposed project.

### **Section III Cost/Benefit Proposal**

#### **1. General Instructions**

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of April 1, 2016 when preparing this section.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the Department.
- d. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

#### **2. Cost/Benefit Proposal Form Instructions**

The Bidder should fill out Appendix B, following the instructions detailed here and in the form. The form is intended to capture one-time project-related expenses and the corresponding anticipated amount of tax savings. For expenditures, administrative and other costs of ongoing operations that would otherwise be budgeted by a municipality, county or regional government subdivision, are not eligible costs. For anticipated savings, agencies should include those savings that would occur in each agency's ensuing five full fiscal years. The partial fiscal year that includes April 1, 2016 should not be included.

### **Section IV Replicability**

In addition to presenting innovative and successful cooperative projects that can produce cost savings through property tax relief, applicants are encouraged to demonstrate the portability of their ideas to other regions. Ideally, grants awarded through this program can be used as pilot projects to demonstrate how savings can be achieved state-wide. Please describe what aspects of the proposed project could be replicated by other agencies and any documentation or other means of information sharing that could be distributed to other interested agencies.

### **Section V Agreement to Grant Terms**

The Chief Executive, or equivalent officer, of each government agency that is participating in this proposal must review and sign the Agreement to Grant Terms, found in Appendix C. Proposals with missing signatures will not be considered.

## PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

### A. Evaluation Process - General Information

1. An evaluation team, established in accordance with Maine Revised Statute Title 30-A § 6208, will judge the merits of the proposals received in accordance with the criteria defined in the RFP, and in accordance with the most advantageous cost and economic impact considerations (where applicable) for the State.
2. Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder(s) whose proposal(s) best satisfies the criteria of the RFP at a reasonable/competitive cost.
3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders if needed to obtain clarification of information contained in the proposals received, and the Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Interviews/presentations are not required, and changes to proposals will not be permitted during any interview/presentation process. Therefore, Bidders should submit proposals that present their costs and other requested information as clearly and completely as possible.

### B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria:

**Section I. Project Plan** **30 points**

Includes all elements addressed in Part IV-B, Section I.

**Section II. Participant Qualifications and Cooperation** **20 points**

Includes all elements addressed in Part IV-B, Section II.

**Section III. Cost Benefit Proposal** **30 points**

Includes all elements addressed in Part IV-B, Section III.

**Section IV. Replicability** **20 points**

Includes all elements addressed in Part IV-B, Section IV.

2. **Scoring Process:** The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The Cost section will be scored according to a mathematical formula described below.

The contract award(s) will be made to the Bidder(s) receiving the highest number of evaluation points, based upon the proposals' satisfaction of the criteria established in the RFP.

- 3. Scoring the Cost/Benefit Proposal:** The total cost and benefits proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest Cost/Benefit Percentage will be awarded 30 points. Proposals with higher percentage values will be awarded a pro-rated score calculated in comparison with the lowest percentage proposal.

The scoring formula is:

Total Project Cost / Anticipated 5-year Savings = Cost/Benefit Percentage for Proposal

$$\frac{(\text{Lowest Cost/Benefit Percentage})}{(\text{Cost/Benefit Percentage for Proposal Being Scored})} \times 30 \text{ Points} = \text{Pro-Rated Score}$$

**No Best and Final Offers:** The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

- 4. Negotiations:** The Department reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

### **C. Selection and Award**

1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Purchases Review Committee.
2. Notification of grantee selection or non-selection will be made in writing by the Department.
3. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. The Department reserves the right to reject any and all proposals or to make multiple awards.

#### **D. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA §1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

## **PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

### **A. Contract Document**

1. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed

Rider B: Method of Payment and Other Provisions

Rider C: Exceptions to Rider B

Rider D: Grantee Accounting and Reporting Requirements

Rider E: (Optional; for use by Department)

Rider G: Identification of Country in Which Contracted Work Will Be Performed

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link:

<http://www.maine.gov/purchases/info/forms/BP54.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link:

<http://www.maine.gov/purchases/info/forms.html>

2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, § 3(B)(i):

<http://www.maine.gov/purchases/policies/110.shtml>

This provision means that a contract cannot be effective until at least 14 days after award notification.

3. The Department estimates having a contract in place by April 1, 2016. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.
4. In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

## **B. Standard State Agreement Provisions**

### **1. Agreement Administration**

- a. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the successful Bidder in the finalization of the contract.
- b. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

### **2. Payments and Other Provisions**

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFP.

### **3. Reporting**

The contract award(s) will include requirements for quarterly financial and progress reports. Specific accounting and reporting requirements will be identified in the award contract.

## **PART VII - APPENDICES**

- Appendix A: Proposal Cover Pages
- Appendix B: Cost/Benefit Calculation
- Appendix C: Agreement to Grant Terms

**Appendix A – Proposal Cover Pages**

**State of Maine  
 Department of Administrative and Financial Services  
 RFP# 201510194  
Efficient Delivery of Local and Regional Services**

<b>Project Name:</b>		
Lead Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Cost/Benefit Percentage (from Appendix B):	
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

**Debarment, Performance, and Non-Collusion Certification**

*By signing this document I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

**Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name:	Title:
Authorized Signature:	Date:

**Appendix B – Cost/Benefit Calculation**

**State of Maine  
 Department of Administrative and Financial Services  
 RFP# 201510194  
Efficient Delivery of Local and Regional Services**

<b>Project Name:</b>	
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In accordance with Title 30-A, §6201, grant funds may not be used for administrative and other costs of ongoing operations that would otherwise be budgeted by a municipality, county or regional government subdivision. These costs should not be included in the cost information for this proposal. Please provide project cost information in the following table. Additional lines may be included as needed.

<b>Cost Category (Training, software, etc.)</b>	<b>Provider (Name of Agency or Subcontractor)</b>	<b>Targeted Completion (Calendar Year and Quarter)</b>	<b>Comments or Explanation</b>	<b>Amount</b>
<b>Total Project Cost:</b>				

For anticipated savings, agencies should include those property tax savings that would occur in each agency’s ensuing five full fiscal years. The partial fiscal year that includes April 1, 2016 should not be included. Please provide anticipated property tax savings that will result from this grant.

Local/Regional Agency Name	Method of Calculating Savings	Projected 5-year Property Tax Savings
<b>Anticipated 5-year Savings:</b>		

<b>Calculate the Cost/Benefit Percentage for Proposal</b> <b>(Totals from above, Project Cost divided by the Anticipated 5-year Savings)</b>	
<u>Total Project Cost / Anticipated 5-year Savings</u> =	

**Appendix C – Agreement to Grant Terms**

**PROJECT NAME:** \_\_\_\_\_

**AGREEMENT TO GRANT TERMS**

1. The information contained in this application and in any attachments is true and correct to the best of my knowledge.
2. Any funds received as a result of this application will be used only for the purposes defined in this application. No part of the grant will be used for a political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study, and research. No portion of the award can be sub-contracted to a secondary grantee without the express permission of the Department of Administrative and Financial Services.
3. Any funds received as a result of this application will be expended within 18 months of the contract date between the Department and the grantee. Any unused funds will be returned to the Department for use in future grant awards.
4. To the greatest extent feasible, savings that result from implementing this project will be used for property tax relief.
5. Progress reports will be completed and submitted on a timely basis. The Department reserves the right to withhold payment if progress reports are not complete or not submitted.
6. The CEO of each participating entity must sign below:

(Insert Typed Name, Title, and Agency)	Date
(Insert Typed Name, Title, and Agency)	Date
(Insert Typed Name, Title, and Agency)	Date
(Insert Typed Name, Title, and Agency)	Date

(Replicate additional signature lines if needed)