Minutes
Hampden Town Council
Services Committee
April 11, 2011 @ 6:00pm

The meeting of the Hampden Town Council Services Committee was called to order at 6:00p.m. on Monday, April 11, 2011, at the Hampden Municipal Building by Chairperson Jean Lawlis.

Gretchen Heldmann, GIS/IT Specialist
Kurt Mathies, Recreation Director
Councilor Jean Lawlis, Chair
Councilor Tom Brann
Councilor Kristen Hornbrook
Mayor Janet Hughes
Councilor William Shakespeare
Councilor Cushing
Jane Jarvi, FoDDix
Anthony Sangiovanni, FoDDix
Trisha Bruen, FoDDix
Melanie Spencer, MSAD22
David Shapiro, MSAD22
Debbie Lozito, Library Director
Tom Russell, Town Attorney

*Note: the agenda was rearranged to accommodate guests and the one-hour time limit due to the Council meeting starting at 7pm. Order was: Minutes, FoDDix, Library Reappointments, MSAD22 Trails Grant.

1. Approval of Minutes

Councilor Shakespeare motioned to approve the minutes. The minutes were approved with no objections.

2. Old Business

A. MSAD22 Trails Grant – MOU, plan May 9th meeting

Melanie provided an update sheet (attached). She stated the district had incurred about $3,700 in costs to date for the trail designer, Moyse Environmental wetland mapping, WBRC engineering consultations, and Melanie's fee as a consultant. There are anticipated future costs of about $1,500 to complete the wetland and vernal pool mapping (pending district approval), and about $1,000 for future fees for Melanie's time as the consultant to the district for this project. None of these figures include legal costs for either the district or town. Some of these costs can be submitted to be reimbursed by one of the grants under consideration. The trail designer and wetland scientist are working together to put trails where they will meet the needs of the users while having the least wetland impact.

Melanie is hoping the MOU will be approved in the next month. There was inadequate time to discuss the MOU draft that Tom Russell had prepared. The comments that were shared were:

Suggestion on changing the hours to be one hour before dawn to one hour after dusk.

Assess needs to change to Access

Pg. 2 #4a – should be closed only for meets

Pg. 2 #4b – remove entire last sentence

(both 4a and 4b make it sound like the school has near total control of when the facility is open to the public in the opinion of some of the Councilors)

The MOU should be the #1 priority at the next meeting, which will only run from 6-7pm on May 9th, because the public informational meeting about this project starts at 7pm.

Planning the May 9th meeting: The format will start with introductions of all present and why they are there. It will be followed by Gretchen giving a brief introduction of the project and Melanie. Melanie will do a PowerPoint type presentation of about 20 minutes in length. There will be Q&A after the presentation. Gretchen will need to set up the projector. The committee would like this event to be taped so it can be televised later, or even broadcast live. Maps will be available. Gretchen noted again if she had the GPS data she could help with preparing maps. The town will send out abutter notices following normal procedures. No one objected to the town sending the invitational letter to the abutters. Flyers will be posted in the usual locations and the info will be put on the town website as well as the cable channel. The group scheduled a field visit to the site for June 25th.

B. Pool MOU

Tabled.

C. Subcommittee Updates

Tree Board – no update given due to time constraint.

HOTDOG – no update given due to time constraint.

FoDDix – Jane Jarvi presented a proposal to the committee to install water back in the park (attached). The proposal is for about $3,000. There used to be water available at the park. When putting water back at the park was first discussed, estimates were at $10,000 so the group has worked hard to whittle that down. There would be three sources of water – a drinking fountain (estimated to be no more than $1500), and a wooden meter house with a spring-loaded non-threaded faucet on the outside of the house, and a regular threaded faucet with hose stored inside the meter house, which will be locked. The Hampden Garden Club maintains the gardens there and for years have been hand-carting buckets of water in their vehicles and across the park in order to water the gardens. This would put an end to that and make it much easier for them to maintain the gardens. Paul Bunyan Lumber has volunteered to build the meter house if the materials are purchased. A question was raised as to if the meter

house or fountain could accidentally be driven/backed into, and it does not seem likely due to where they will be located.

There was question as to where the money would come from. Kurt said there were two potential reserve accounts: Recreation Area Reserve, which is used primarily for improvements to organized recreation areas but could be used for passive recreation areas, and the Recreation Conservation Reserve, which comes from fee in lieu of open space in subdivisions, and is designated primarily for land acquisition. Councilor Brann motioned to recommend the project, with it being funded by the Recreation Area Reserve at no more than $3,000. Councilor Shakespeare 2nd. All voted in favor. The group was advised to obtain the exact balance of the reserve account, and to pick out the exact drinking fountain they would like. This will be on the Council agenda for May 1st.

D. Library Reappointments Recommendations

Gretchen recapped the history of when these applications first came before the board in February, the reason they were tabled, and what happened after. Debbie spoke to each of the applicants stating they each had been on the board more than 10 years and are serving the board well and should be reappointed. Councilor Hornbrook stated she could not vote for anyone she has not met. There was some discussion on how to make that possible, including Councilor Hornbrook attending a Library Board meeting, having the candidates attend the next Services Committee meeting, or a phone call. There was no resolution. Councilor Shakespeare motioned to approve all three reappointments, with a second from Councilor Brann. Five councilors voted in favor and one opposed.

E. CoC Handbooks

Tabled due to time constraint.

3. New Business

No new business.

4. Public Comment

None due to time constraints.

5. Committee Member Comments

None due to time constraints.

The next meeting is May 9th, 2011 at 6:00pm.

The meeting was adjourned at 6:55pm.

Respectfully submitted,

Gretchen Heldmann
GIS/IT Specialist

Water Project
Dorothea Dix Park

Meter, backflow, Set up and Installation	$ 410.00
4ft X 4ft slab (12 bags of concrete and re bar)	$ 200.00
Trench for pipes (public works)	$ 0
Fountain	$1,500.00
Pipes and installation (Pipes and fittings)	$ 450.00
4ft x 4ft x 6ft shed	$ 400.00
	$2,960.00

The project's focus is to re-establish access to potable water at Dorothea Dix Park. Currently no water is available. It is recommended by the Friends of Dorothea Dix Park that a three access point system be constructed to provide maximum functionality for the users of the park.

The heart of the system will be the housing for the Water District's meter, radio and backflow device. This will be a small, 4ft by 4ft shed that will also stand as a base for two of the three service points. Inside this shed, there will be a threaded faucet which will be used primarily by recreation staff and the garden club. This will be locked during time of nonuse. There will be a second faucet on the outside of the shed which will be for public use. This faucet will not be threaded and will be spring loaded to avoid waste. The third and final service point will be a standard drinking fountain. This fountain will be located next to the two covered picnic areas approximately 150 ft from the shed.

The Friends of Dorothea Dix Park would like to request that the remainder of undonated materials for the project be funded by the Town of Hampden and that all labor be coordinated and provided by the committee.

In addition to this project, the Friends of Dorothea Dix Park will be holding park work day. We have been in contact with public works to help with removal of debris and donation of gravel to fix some sections of the trail. This will be sometime during the late spring/early summer. Exact date to be determined and will be publicized throughout the community.

Town Services Committee Meeting **Monday, April 11, 2011, 6 p.m.**

Hampden Recreational Trail Grant

1. Project Update
    a. Federal funds and applications
    b. Costs incurred to date
    c. Site analysis work
    d. Trail design work
    e. Review project schedule

2. MOU Revisions
    a. Review changes
    b. Determine next steps

3. Planning for May 9th Informational Meeting
    a. Advertising event
    b. Informing abutters
    c. Planning for session & materials needed

Mjspencer 4.11.11

Hampden Recreational Trail Project

Informational Meeting:
Monday, May 9th, 7 p.m.
Hampden Town Office
Western Ave., Hampden
Please join us!

What: A 2-mile, 4-season recreational trail for hiking, walking, skiing, snowshoeing, athletic training, and outdoor activities in the heart of Hampden.

Where: Main trailhead at Reeds Brook Middle School, with connections to the Loring Pipeline trail.

When: To be completed in 2012 (estimated).

How: A collaborative project of the town of Hampden, MSAD #22, Hamdpen Academy Boosters, Penobscot Valley Ski Club and Goodwill Riders Snowmobile Club -- as well as other interested citizens like you!

For more information, or to get involved, contact:

Dave Shapiro, Hampden Academy athletic director, at dshapiro@sad22.us

Or

Melanie J. Spencer at grantedit@aol.com

DRAFT
4/8/11 – TAR

JOINT USE AGREEMENT

This Agreement is entered into by and between the Town of Hampden, a municipal corporation located in Penobscot County, Maine (hereinafter "Town"), and Maine School Administrative District / Regional School Unit #22, an educational entity formed under the laws of the State of Maine with a principal place of business in Hampden, Penobscot County, Maine (hereinafter "District").

RECITALS:

A. Town owns two parcels of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated December 20, 1994, recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263 (said parcels being depicted on Hampden Tax Map 6 as Lots 42A and 43B).

B. District owns a parcel of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated May 5, 1992, recorded in said Registry of Deeds in Book 5059, Page 22 (said parcel being depicted on Hampden Tax Map 6 as Lot 43A). (Note: Is some of the proposed trail located on adjacent land of the District to the north?) [Tom, I'll check on this. I would also like to review title references.]

C. Town and District desire to have a trail system developed on their properties for recreational use by members of the public and students of the District. The District, in cooperation with the Hampden Academy Boosters Club (hereinafter "Boosters Club") and the Hampden Education Athletic Trust (hereinafter "Trust"), will ~~be applying for a grant for~~ collaborate with other agencies, partners and organizations to secure funds toward the development of the trail system. The approximate location of the proposed trail system is shown on Exhibit A.

D. The contemplated trail system will be approximately 1.8 miles in length, with a width ranging from 10 feet to 20 feet. The trail will be comprised of some wood chip pathways, some stone dust, and other materials. The trail system will also include 6 culverts and 2 bridges, one of which will be a ~~10 to 12 foot~~ bridge crossing Reeds Brook designed to accommodate certain motorized vehicles and one of which will be a small bridge [to accommodate motorized vehicles] to accommodate pedestrian traffic? across a wetland area. It is anticipated that grant applications will be submitted to seek funding for the trail and bridges. The trail system will also include approximately 12 small trail signs and one trailhead sign. The entire trail system, including the trail improvements and bridges, is hereinafter referred to as the "Facility".

NOW, THEREFORE, District and Town hereby agree as follows:

1. Term. This Agreement shall commence on its date of execution, and shall continue for a period of 10 years from the date on which the Recreational Trail Committee certifies to District and Town that the Facility has been completed [and both the District and the Town accept such certification], unless sooner terminated as provided in Section ~~15~~17.

~~1.~~2. Rights and Obligations of District. District shall be responsible for all required permitting and the construction of the Trail Facility. To that end, and subject to the provisions of Section 12 below, District Shall have the right to enter onto Town's property with persons and equipment to construct, maintain, repair, or replace the improvements to be located on Town's property, all of which shall be accomplished in a good and worker-like manner. Provided, however, that District shall restore the Town's property to the greatest practical extent after exercising any of the foregoing rights.

~~2.~~3. Cooperative Agreement. As provided herein, the parties agree to cooperate in coordinating programs and activities to be conducted on the Facility located on their respective properties. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and the portion of the Facility located thereon, and "User" shall mean the other party using the Owner's property and the portion to the Facility located thereon. "Public Access Hours" shall mean the hours during which the general public may use the Facility located on the Town property and District property.

~~3.~~4. Permitted Uses.

a. District shall be entitled to priority use of the Facility for school-related recreational activities involving cross country running and Nordic skiing, including school athletic meets. District shall notify Town in advance of any scheduled meet, and shall post "trail in use" signs at the trailhead during the meet. It is anticipated that there will be no more than 8 meets per year.

b. At all other times and subject to a schedule developed by Town and District, the Town shall be entitled to use the Facility for community recreational purposes for the benefit of District students, the District, and the Town at large. In planning programs and scheduling activities on District property, the security, academic, athletic and recreational needs of the District shall be taken into account and given priority.

c. Third Party Use? Identify eligible third party uses and require compliance with all rules and regulations applicable to the Facility.

~~4.~~5. Retention of Rights. Nothing in this Agreement shall be construed to limit or interfere with each party's legal rights to develop or use their respective

properties so long as the use and development thereof does not materially alter or modify the Facility. Each party shall have the right to re-locate the portion of the Facility located on that Party's property at its sole cost and expense.

~~5.~~6. Compliance with Law. All development and use of District property and Town property under this Agreement shall be in accordance with all applicable laws, ordinances, or regulations. Any actions taken by District or Town that are required by law, but are inconsistent with the terms of this Agreement, shall not constitute a breach of this Agreement.

~~6.~~7. Recreational Trail Committee. District and Town shall establish a Recreational Trail Committee, composed of ____ representatives of the District, ____ representatives of the Town. ~~, and one representative of the Boosters Club.~~ The purpose of the Committee is to oversee the development and use of the Facility, to recommend rules and regulations for the District and Town to adopt to implement this Agreement, to monitor and evaluate the joint use project and this Agreement, and to confer and discuss operational or other issues that might arise during the term of this Agreement. The Committee may also develop recommendations concerning the maintenance of, or improvements to, the Facility. At least once per year, the Committee shall cause the Facility to be inspected, and shall prepare a proposed maintenance and/or repair work plan for consideration by District and Town.

~~7.~~8. Scheduling Use of Facility. District and Town shall each designate an individual to jointly administer this Agreement, and to develop a master schedule for joint use of the Facility to allocate use thereof to the District, Town, and Public Access Hours. (Third Parties?). District and Town representatives shall meet periodically with the Committee to review and evaluate the status and condition of the Facility and to modify or confirm the schedule.

~~8.~~9. Public Assess Hours.

a. The parties agree that the general public may use the Facility for passive outdoor recreational activities, such as hiking, walking, running, biking, or snowshoeing. ~~, or horseback riding.~~ The Facility may also be used for snowmobiling when the ground is covered with snow, but other motorized vehicles, such as all terrain vehicles, shall be prohibited. Provided, however, that the use of motorized vehicles for emergency or maintenance purposes is permitted. The Public Access Hours shall be from _____ to _____ daily. Each party may impose limitations and restrictions on Public Access Hours during activities sponsored by that party.

b. In the event the District determines that a particular use of the Facility is unsafe for District students, including without limitation snowmobiling, District may refer the matter to the Recreational Trail Committee for review, evaluation, and development of a recommendation to District and Town for alleviation or mitigation of the safety concern. ~~preclude further use of the Facility for such purpose by notice to the Town.~~ Hunting shall be prohibited at all of the Facility.

~~9.~~10. Parking. District agrees that its ~~shall designate~~ parking facilities ~~that~~ may be used for public parking associated with any event sponsored or organized by the Town's Recreation Department, and during Public Access Hours, the approximate location of said parking facilities being shown on Exhibit A.

~~10.~~11. Funding. District and Town acknowledge and agree that neither party is obligated to provide funding for the design, creation nor construction of the Facility, and that the parties are contemplating grant funding for the project. District shall be the lead agency for any grant applications. If grants are awarded for the project, the Trail Committee shall review the same and make a recommendation to District and Town concerning the portion of the proposed Facility that may reasonably be accomplished with the available funding. At that time, District and Town shall consult to agree upon the scope of the project.

~~11.~~12. Approval of Plans. No construction of the Facility shall commence until the District and Town have reviewed and approved the final design thereof and any construction documents or contracts.

~~12.~~13. Improvements and Modifications. Once the plans have been approved, no modification thereof shall be made without prior approval of District and Town. Once the Facility has been constructed, no modifications or improvements thereto shall be made without the prior written consent of the Owner of the property on which the modification or improvements to the Facility are to be located. Any such modifications or improvements shall be at the expense of the requesting party, unless otherwise agreed upon.

~~13.~~14. Liability and Indemnification. Each party enjoys certain immunities from liability under the Maine Tort Claims Act, and nothing in this Agreement shall be construed to be a waiver of those immunities by either party.

a. Town shall defend, indemnify, and hold the District, it officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of

the Town, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act.

b. District shall defend, indemnify, and hold the Town, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act. [Tom, I am checking to see if District has insurance coverage for indemnity.]

Each party agrees to provide liability coverage for its property and the portion of the Facility located thereon as part of its risk pool coverage or insurance coverage

~~14.~~15. Responsibility for Damage. Town shall be responsible for the repairs of any damage to the Facility due to, or as a result of, Town's use of the Facility as part of any organized activity sponsored by its Recreation Department. District shall be responsible for all other ~~the~~ repair of any damage to the Facility. ~~due to, or as a result of, District's use of the Facility as part of its educational or recreational programs, including conducting cross country or ski meets. If damage results from use of Facility by third-party, costs of repair shall be shared equally by District and Town provided that any repairs to the bridges shall be equally shared by the Hamden Academy Boosters and the Town.~~ The repairs shall be sufficient to restore the Facility to its condition prior to such damage, and shall be made in a reasonable time after the damage occurs or is discovered. Each party shall report any damage to the other party.

~~15.~~16. Maintenance of Facility. Each party shall restore the Facility to a clean and neat order after any use thereof by the party. Otherwise, District ~~and Town, in cooperation with the Boosters Club and Penobscot Valley Ski Club-Nordic group,~~ agrees to perform routine maintenance of the Facility, and to repair or replace the same, at its sole cost. ~~, with the understanding that expenses related to trail maintenance shall be borne by the Boosters Club and that expenses related to bridge maintenance shall be borne equally by Town and the Boosters Club. In the event that such funding is not provided, the Trail Committee shall evaluate alternate funding sources and make recommendations to District and Town. District and Town shall cooperate in good faith to secure funding, if necessary.~~

~~16.~~17. Termination. This Agreement may be terminated in writing by either party if the contemplated funding for the Facility is not received by _____, _____, or the other party has breached the terms of this Agreement and the breach has not been cured within 30 days of receipt of

written notice of the breach. In addition, either party may terminate this Agreement in writing if the terms and conditions of any funding grant are unacceptable to that party. The terminating party must provide written notice of the termination within 30 days of its receipt of the terms and conditions of any funding grant.

18. Encumbrances. Neither party shall encumber, nor permit the encumbrance of, the other party's property. For the purposes hereof, encumbrance shall include subjecting either party's property to any conditions of any funding sources.

~~17.~~19. Entire Agreement; Interpretation of Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and supersedes any prior negotiations, representations, agreements or understandings. In interpreting this Agreement, no ambiguity shall be resolved against either party on the premise that it, or its attorney, was responsible for drafting this Agreement or any provision hereof.

~~18.~~20. Amendment. This Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument duly executed by both parties.

~~19.~~21. Notice. All notices to be given by the parties shall be in writing and shall be either delivered personally, or mailed by certified mail (return receipt requested), as follows:

If the Town:	Susan M. Lessard, Town Manager Town of Hampden 106 Western Avenue Hampden, ME 04444
If to District:	Richard A. Lyons, Superintendent M.S.A.D. #22 24 Main Road North Hampden, ME 04444

22. Counterparts. This Agreement may be signed in counterparts, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf as of this _____ day of _____, 2011.

M.S.A.D. #22

_____	By: _____
Witness	Richard A. Lyons, Its Superintendent
	Town of Hampden
_____	By: _____
Witness	Susan M. Lessard, Its Town Manager