

SERVICES COMMITTEE MEETING

Monday, January 13, 2020

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES – 12-09-2019
2. COMMITTEE APPLICATIONS
 - a. Cynthia Gardella – Re-appointment to the Edythe Dyer Library Board of Trustees
3. CITIZEN INITIATIVES
4. INFORMATION CONCERNING TOWN MANAGER SEARCH – *If needed*
5. UNFINISHED BUSINESS
 - a. Kiwanis building use discussion
6. NEW BUSINESS
 - a. Request recommendation for the expenditure of \$1,000 from Conservation/Recreation reserve (3-769-00) for the purpose of flagging the property boundaries at the Western Avenue parking/stormwater project site – *requested by Shelley Abbot, Rec Director*
 - b. Request recommendation for the transfer of \$1,771.65 from the Conservation/Recreation reserve (3-769-00) to Rec Area Reserve (account 3-767-00) – *requested by Shelley Abbot, Rec Director*
7. FUTURE OF TOWN FACILITIES
 - a. Post office – update
 - b. Marina – update
 - c. Western Avenue Parking – update
8. STAFF UPDATES
9. PUBLIC COMMENTS
10. MANAGER COMMENTS
11. COMMITTEE MEMBER COMMENTS
12. ADJOURN



DEC 09 2019

2-a

Check One: Initial Application Reappointment Application

TOWN OF HAMPDEN APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Gardella Cynthia E. LAST FIRST MI

ADDRESS: 316 Aarons Way Hampden, 04444 STREET TOWN ZIP

MAILING ADDRESS (if different):

TELEPHONE: (207) 862-2474 (207) 581-2040 HOME WORK

EMAIL: erdley@maine.edu

OCCUPATION: Professor of Psychology, Univ. of Maine

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Edythe L. Dyer Library

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? My PhD in developmental psychology and job in education provide me with a strong background for understanding the needs and interests of library patrons.

Are there any issues you feel this board or committee should address, or should continue to address? As a Board member for the past 3 years, I have been heavily involved in revising library policies, a task we continue 3 YEAR to work on.

- BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA E. HOIT MEMORIAL POOL
HARBOR COMMITTEE

- EDYTHE L. DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR PLANNING BOARD

FOR TOWN USE ONLY Date Application Received: COUNCIL COMMITTEE ACTION: DATE: COUNCIL ACTION: DATE: NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:

LEASE AGREEMENT

AGREEMENT OF LEASE made this ___ of _____, 20__ by and between the INHABITANTS OF THE TOWN OF HAMPDEN, a municipal corporation situated in Penobscot County and State of Maine (hereinafter Lessor}, and the KIWANIS CLUB OF HAMPDEN, a corporation without capital stock located in Hampden, County of Penobscot and State of Maine (hereinafter Lessee).

RECITALS

1. Lessor is the sole owner of the premises described as Parcel Two in the deed of School Administrative District #22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in the Penobscot Registry of Deeds, Volume 2183, page 31 (the demised premises), and desires to lease the premises to a suitable lessee.
2. Lessee desires to lease the subject premises for the purposes to which its charter is dedicated, being all non-profit purposes.
3. The parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the demised premises.

Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Lessor leases the land and buildings situated in Hampden, Maine as described hereinabove, to Lessee for the purposes to which its charter is dedicated, to wit: activities of a civic, social, educational, and otherwise non-profit nature. This lease modifies and replaces the prior Lease Agreement, executed on November 17, 2014 and terminated effective October 1, 2017.

SECTION TWO TERM AND RENT

Lessor demises the subject premises to Lessee for a term of one (1) year, commencing _____ and terminating one (1) year thereafter, to wit _____, at the annual rental rate of One Dollar (\$1.00). Rental payments shall be due and payable on the first day of June of each year. Lessee shall have the option to renew this lease for additional one-year term, subject to Lessor approval and budgeting for operating costs, unless Lessor provides Lessee with a written notice at least 60 days prior to the original termination date that the Lease may not be renewed.

SECTION THREE ALTERATIONS- ADDITIONS AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the demised premises shall be demolished or removed by Lessee without the prior consent of Lessor, Lessee may, at its own expense, make any alterations, additions, or improvements in and to the demised premises. All alterations, additions and improvements shall be performed in a workmanlike manner, and shall be in compliance with all applicable laws, regulations, rules or ordinances.

All alterations, additions and improvements on or in the demised premises at the commencement of the lease term, and that may be erected or installed during the term shall, except as otherwise provided herein, become part of the demised premises and the property of Lessor.

SECTION FOUR REPAIRS

Lessee shall, at all times during the lease, promptly notify Lessor of any repair, replacement, and maintenance the demised premises may require in order to maintain the demised premises in good condition. Lessor shall undertake such repair, replacement and maintenance at its own cost and expense at such time as the resources to do so become available. Lessee shall, at all times during the lease, use reasonable precaution to prevent waste, damage or injury to the demised premises.

SECTION FIVE UTILITIES AND TAXES

The Lessor shall make all applications and connections for necessary utilities on the demised premises, which shall be made in the name of the Lessor. The Lessor shall be solely liable for all utility charges, including but not limited to gas, electricity, telephone services, water, sewer, heating costs and the costs of snow removal.

SECTION SIX PERMITS

It shall be the sole responsibility of the Lessee to obtain all necessary Federal, State and Municipal permits such as may be necessary to the occupancy and use of the demised premises by the Lessee.

SECTION SEVEN DEFAULT

In the event Lessee shall fail to make rental payments on the due dates specified herein, or shall otherwise fail to comply with the obligations of Lessee under this Agreement at any time during the term, of this Agreement, and shall continue to fail to

make said rental payments or correct said failure to comply with this Agreement for a period of ten (10) days after receiving notice from Lessor of said default or breach, Lessor may at its option terminate the Lease Agreement by giving Lessee thirty (30) days written notice of said termination.

SECTION EIGHT indemnification

During the original term or renewal term of this Lease, Lessor shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the demised premises arising from any cause whatsoever. Lessee shall not hold Lessor in any way responsible or liable therefore, and hereby releases and remises Lessor therefrom. Lessee shall defend, indemnify, and hold harmless the Lessor its officers, agents and employees from and against the negligence of the Lessee, its officers, agents and employees. The Lessee shall indemnify and hold harmless the Lessor, its officers, agents and employees from claims, liabilities, penalties, damages, expenses, judgments or liabilities resulting from the negligence of the Lessee, its officers, agents and employees for injury to persons or property of any nature in or upon the demised premises and any and all of the foregoing arising from Lessee's occupation of, and its conduct of activities upon, the demised premises.

SECTION NINE INSURANCE

- (A) Lessee agrees to provide insurance coverage at its own cost for all personal property, building contents, and Lessee-owned fixtures.
- {B) Lessee shall, at its sole cost and expense, and for the benefit of the Lessor, carry and maintain comprehensive public liability insurance, including property damage, insuring Lessor and Lessee against liability for injury or damage to persons or property occurring in or about the demised premises arising out of the ownership, maintenance, use or occupancy thereof. The liability under such circumstances shall not be less than: (i) \$1,000,000.00 for any one person injured or killed, (ii) \$1,000,000.00 for any one accident, per occurrence, for actions outside of the Maine Tort Claims Act, and (iii) \$400,000 for personal property damage per accident, per occurrence, under the provisions of the Maine Tort Claims Act. Such insurance shall be in a form, and maintained with carriers, satisfactory to Lessor, and shall contain an agreement by the insurer that the policy shall not be cancelled without at least ten (10) days prior written notice to Lessor and Lessee. Lessee shall annually deliver to Lessor a certificate of insurance evidencing the required coverage. If Lessee fails to provide the insurance, and in addition to the remedies for default under Section Seven, Lessor shall have the immediate right to (i) obtain the aforesaid insurance coverage, (ii) pay the premium therefor, and (iii) collect the amounts paid for the premium from the Lessee. Lessee shall pay said amounts within 20 days of Lessor mailing an invoice therefor to Lessee.
- (C) Lessor agrees to provide casualty insurance for the land, building structure and Lessor-owned fixture

SECTION TEN
RIGHT TO SUBLET

Lessee may sublet the premises to other non-profit organizations including, by way of example but not limitation, Scouts, Alcoholics Anonymous, and Meals for Me. In addition, Lessee may sublet the Premises to individuals or groups, such as families for showers, reunions, and similar gatherings.

Such subletting shall be on the condition that the sub-lessee agree to terms of the Town of Hampden Building Use Contract and comply with all terms and conditions contained therein and the terms and conditions of the Town of Hampden Building Use Rules and pay the appropriate fee.

SECTION ELEVEN
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee faithfully abides by the terms and conditions of this lease agreement.

SECTION TWELVE
NOTICE

All notices shall be given in writing, and may be made by first class mail sent to the party and addresses as follows:

LESSOR:

Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
106 Western Avenue
Hampden, ME 04444

Or at such other place as Lessor may designate in writing

LESSEE:

Hampden Kiwanis
55 Main Road North
P.O. Box 498

Or at such other place as Lessee may designate in writing

In Witness Whereof, the parties have caused this instrument to be duly executed on their behalf under seal this ____ day of _____, 20__.

Inhabitants of the Town of Hampden

Witness

By: _____
Paula A. Scott
Its Town Manager duly authorized
Town of Hampden (Lessor)

Kiwanis Club of Hampden

Witness

By: _____
Curtis Slininger
Its President duly authorized
Kiwanis (Lessee)

DRAFT

MEMORANDUM OF LEASE

Lessor: Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
106 Western Avenue
Hampden, ME 04444

Lessee: Kiwanis Club of Hampden
55 Main Road North
P.O. Box 498
Hampden, ME 04444

Date of Lease: _____

Term of Lease: One (1) year, expiring _____ (except as renewed)

Option of Renew: One-year renewal option available at the sole discretion of Lessor.

Property Description: The premises situated in the Town of Hampden, County of Penobscot and State of Maine and more particularly described as Parcel Two in the deed of School Administrative District No. 22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in Penobscot Registry of Deeds, Volume 2183, Page 31.

INHABITANTS OF THE TOWN OF HAMPDEN

Dated:

By: _____
Paula A. Scott
Its Town Manager

Dated:

KIWANIS CLUB OF HAMPDEN

By: _____
Curtis Slininger
Its President

STATE OF MAINE

Penobscot, ss.

Date: _____

Personally appeared before me the above-named Paula A. Scott, Town Manager of the Town of Hampden and acknowledged the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said Municipal Corporation, and a true and accurate memorandum of the lease agreement described hereinabove.

Before Me: _____

Printed Name: _____
Notary Public

Personally appeared before me the above-named Curtis Slininger, President of Kiwanis Club of Hampden and acknowledge the foregoing instrument to be his/her free act and deed in said capacity and the free act and deed of said organization, and a true and accurate memorandum of the lease agreement described hereinabove.

Before Me: _____

Printed Name: _____
Notary Public

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

Town of Hampden Building Use Rules

The Kiwanis Civic center building is the property of the Town of Hampden. The Town of Hampden leases the facility to the Kiwanis Club. Pursuant to the lease agreement, the Town permits the Kiwanis to sub-let the facility. In consideration of the right to use the facility, it is hereby agreed as follows:

1. Hours of Availability: Space is available for rental during our regular operating hours, or outside of those hours by request. Check with Kiwanis representative Curt Slininger at Sctmstr72@yahoo.com for availability.

2. Fee Schedule:

Individual or group rate:

\$_____/hour during normal hours of operation \$_____/hour after hours

Non-profit rate: Fee waived

3. Capacity: The building capacity is 170 people.

4. Event Attendance: People attending the event are to be restricted to the area specified in the building use agreement unless prior authorization is made.

5. Deposit: A \$50 deposit is required for all room rentals. The deposit will be refunded to the renter within 14 days of the rental date as long as all terms and agreements have been followed and there is no damage to the facility or property, as determined by the Kiwanis representative.

6. Reservation and Payment: Reservations will be made upon receipt of the \$50 deposit. Final payment is required a minimum of one week prior to the reservation date.

7. Returned Checks: There will be a \$35.00 returned check processing fee for any checks returned due to insufficient funds.

8. Cancellations: Cancellations must be made at least 7 days prior to the event to receive a full refund. Cancellations made fewer than 7 days prior to the event date will result in a 20% cancellation fee.

9. Reasonable Use: The renter agrees to comply with any reasonable regulation or requirement of the Town of Hampden with regard to the type of activities, hours of use, time, and clean up.

10. Responsibility: The renter assumes full financial responsibility for any and all loss or damage to the Town of Hampden's facility and property. The renter agrees to keep doors unblocked to allow for proper egress. The renter agrees to comply with any reasonable regulation or requirement of the Town and agrees to reimburse the Town for repair or replacement (if repair is impractical) of damaged property.

11. Cleaning: The renter agrees to leave the facility in a clean and neat condition with chairs and other furniture returned to their original locations and trash bagged and placed in the proper area. If Town or Kiwanis staff need to do any additional cleaning or other work after the event, the cost will be deducted from the deposit fee, and any balance billed to the renter.

12. Damages: The renter is liable to the Town and the Kiwanis for any expense incurred in cleaning or repairing the premises, replacing property lost, or damages beyond repair when the expenses occurred during the use of the facility by the renter. The renter agrees to report promptly (within a maximum of 24 hours) to the Town Manager all incidents involving damage, loss of property, or injury to any person occurring during its use of the facility. The renter agrees to be fully responsible for all bodily injuries to third parties on the premises during its period of use or damage to the property of the third party and to indemnify and hold harmless Town of Hampden and the Kiwanis from any and all loss resulting from claims of third parties arising out of its use of the facility.

13. Non-Transferable Use: The renter cannot transfer the use agreement nor sublet its right of use to any other individual or group.

14. Substance Use: The renter agrees not to allow the use and/or possession of tobacco, illegal drugs or alcohol on Town property. Exceptions regarding alcohol may be made for an organization/individual hiring a licensed/bonded vendor.

15. Laws and Regulations: The renter further agrees to provide, when required based upon the activity, proper police protection and supervision at its expense during the time of its usage and to comply with all applicable laws and regulations in its conduct of activities on the premises.

16. Insurance: The renter will furnish a certificate of insurance listing the Town of Hampden and the Kiwanis as additional insured. This applies to groups, non-profits and individuals. Individuals who do not normally carry liability insurance but need to bind an event policy can go to: <https://memun.org/Insurance-Services/Risk-Management-Services/Specialty-Services/TULIP-for-Tenants>. This provides an opportunity to purchase insurance for the event.

17. Catering Services: A certificate of insurance and written contract are required for any catering services. Catering staff are responsible for cleaning the kitchen and service areas following the event.

18. Contract: Renter will be required to sign a Building Use contract.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

Town of Hampden Building Use Contract

All forms, deposit and payment are required to be submitted in advance of your event. Final payment is required a minimum of one week prior to your event. A \$50 security deposit is required in addition to the rental fee. If no damages occur, the security deposit will be refunded within 14 business days. Please make all checks payable to the Kiwanis.

The Town of Hampden requires all individuals and organizations using town owned buildings to abide by the community room policies and regulations.

Name: _____ Organization: _____ Date of Event: _____

Address: _____ Phone: _____ Email: _____

Date of application: _____ Type of event: _____ Start and end time: _____

Approximate number of attendees, including presenters and staff: _____

Catering services (if applicable): _____ *(Must provide caterer's proof of insurance)*

Certificate of insurance submitted (if applicable) _____

Reservation Fees:

Group/Individual _____ hours* at \$____ / \$____) per hour = _____ total rental fee

Non-profit _____ rental fee waived

*Please remember to include set-up and clean-up time in calculating the number of hours you need to reserve the space.

*Please submit a separate check for the refundable \$50 security deposit, payable to the Kiwanis

My signature below indicates that I have received a copy of the Town of Hampden's building use rules. I have read, understand and agree to abide by the policies as the authorized renter and representative.

Name (*please print*) Title (if applicable) _____ Signature Date



6-a & b

Recreation Department-Skehan Recreation Center

To: Hampden Town Council Services Committee
Interim Town Manager Paula Scott

From: Recreation Director Shelley Abbott

CC: PW Director Sean Currier

Date: 1/6/2020

Re: C/R Account 3-769-00

Comments: In order to zero out this account per the direction of the Town Council from the spring of 2016, I am requesting authorization to use Conservation/Recreation account number 3-769-00 for the purpose of the following items:

Flagging of property boundaries/field space in advance of logging work \$1000.00

Work needed in advance of logging at Westerne Avenue Recreation Area to protect interests of the town and adjacent property owners. This is with the understanding that a boundary survey can be located from past records or service providers.

Transfer of remaining funds to 3-767-00 \$1771.65
Request transfer of remaining funds after audit adjustments, to be transferred to account 3-767-00 to continue with expenses related to the upcoming work done to log, stump, and grub the Western Avenue process. Should a boundary survey be unavailable funding will be used to authorize a new site survey.

Total Request from C/R Account 3-769-00 (not to exceed) \$2771.65