

SERVICES COMMITTEE MEETING

Monday, July 10, 2017

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES

- a. June 12, 2017

2. COMMITTEE APPLICATIONS

3. OLD BUSINESS

- a. Update on broadband grant – *Kyle Severance, GIS/IT Specialist*

4. NEW BUSINESS

- a. Request for authorization for \$12,700.00 from Marina Reserve as local match to Submerged Lands Grant awarded by the Maine Department of Agriculture, Conservation & Forestry for the replacement of 120' floating dock at Town Marina – *Karen Cullen, Town Planner*
- b. Request for Town funding to offset costs of event insurance coverage for Hampden Children's Day 2017 – *Janet Hughes, Hampden Children's Day Committee*
- c. Update on Town contract with Seacoast Soccer to offer soccer programming in summer and fall 2017 – *Shelley Abbott, Rec Director*

5. PUBLIC AND STAFF COMMENTS

6. COMMITTEE MEMBER COMMENTS

SERVICES COMMITTEE MEETING

Monday, June 12, 2017

MINUTES – DRAFT

Attending:

Councilor Dennis Marble, Chair

Mayor David Ryder

Councilor Stephen Wilde

Councilor Ivan McPike

Councilor Terry McAvoy

Town Manager Angus Jennings

Rec Director Shelley Abbott

Jill McLaughlin, Asst. Rec Director

Library Director Debbie Lozito

Jane Jarvi, Recreation Committee

Jim Dyer, Recreation Committee

Frank Pergolizzi, Recreation Committee

Stephanie Shayne, Recreation Committee

Steve Brown, resident (& Rec Comm candidate)

Tony Mourkas, Library Board

Jim Wilson, P.E., Woodard & Curran

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

1. MINUTES

- a. **May 8, 2017** – *Motion by Councilor Wilde seconded by Mayor Ryder to approve the meeting minutes. Approved 4-0.*

2. COMMITTEE APPLICATIONS

- a. **Steven Brown – Application for appointment to Recreation Committee** – *Mr. Brown said he is a 40 year Hampden resident whose children benefited from the Town Rec programs and he'd like to help. Motion by Councilor Wilde seconded by Councilor McAvoy to recommend Council appointment of Steven Brown to the Recreation Committee. Motion passed 5-0.*

3. OLD BUSINESS

- a. **Update on budgeting for Town taking over temporary responsibility for operations and maintenance of Kiwanis Civic Center for FY18** – *Manager Jennings said he is continuing to correspond with the Kiwanis Treasurer to ensure that he is properly budgeting costs if the Town takes financial responsibility for the Civic Center beginning at the start of the Kiwanis fiscal year, which is October 1, 2017. He said this timeline would allow more time for a responsible transition. Manager Jennings recommended that, if the Town does take responsibility for costs, that he sees this as an appropriate use of Host Community Benefit funds rather than adding to the operating budget.*

Councilor McAvoy said he has no appetite to see the Town take on something that someone else initiated. He said if they can't afford the lease terms we should let them out of the lease and sell the building. Councilor Wilde said Kiwanis is a great organization but that taking over all expenses would be a tough pill to swallow. Chairman Marble asked Manager Jennings about funding of Outside Agencies and Manager Jennings said that the Town hasn't funded Outside Agencies for a few years but that this is somewhat different since the Town owns the property. Mayor Ryder said he would like to work with them for a year or two to see if that will help them become a more viable organization with membership and fundraising. Councilor McAvoy asked if the building would be made available to other groups and Chairman Marble said that Kiwanis has and would continue to coordinate the building's availability for other organizations. Councilor McPike said that he agrees with Mayor Ryder about proceeding for a certain time period. He also agrees that Host Community Benefit funding would be appropriate.

Manager Jennings noted that one aspect of this transition would need to involve revising the terms of the lease, and that this will take some time but could be complete before the October 1 transition.

Councilor Wilde noted that the housekeeping costs in Manager Jennings' budget look high and Manager Jennings said he's using what Kiwanis has budgeted themselves but that the Town would re-examine both scope of services and costs for this and other expenses.

Motion by Councilor McPike to proceed with revising the lease and looking at costs, seconded by Mayor Ryder. The motion passed 4-1 with Councilor McAvoy opposed.

- b. Update on Children's Day planning – Shelley Abbott, Recreation Director –** *Director Abbott reported that the theme "Kids Rule" has been selected for the 2017 event. The event will start with a parade, Rick Charrette is confirmed to provide entertainment, and the boat raffle ticket sales are well underway. She expects that the Children's Day Committee will again seek Town funding to offset day-of insurance costs. A couple of Councilors raised concerns about the issue they had heard arose between HCD and VFW regarding food sales at the event, and Manager Jennings said he would make HCD aware that the Councilors will be likely to ask them about this matter.*

4. NEW BUSINESS

- a. Kick-off organizational meeting regarding design for parking and potential expanded recreational facilities on Lura Hoit Pool Site – Jim Wilson, P.E., Woodard & Curran –** *Manager Jennings said that members*

of the Recreation Committee had met with the consultant prior to tonight's meeting in order to understand the project scope and timeline, since they had not been part of the Services Committee's prior discussions of this initiative. (Meeting notes from that discussion are attached as an Exhibit to these meeting minutes.) Manager Jennings introduced the engineering consultant and turned the meeting over to Jim Wilson, who introduced himself and said his team is at work gathering information and reviewing prior information regarding survey, topo, Post Office lease, pipeline easements, etc. They will then proceed with preparing schematic design concepts, to include cost estimates. The site is right up against the 3 acre limit for impervious cover. He said his firm is happy to design the site to whatever scope and scale the Town chooses, and that can be accommodated.

Chairman Marble asked when we might know the costs for stormwater infrastructure and Mr. Wilson said this will depend on the scope of the project and will be determined as part of the DEP Site Location of Development process. He noted that correspondence with Ken Libbey at DEP is underway, and that DEP will only be looking at requirements for 50% of the current impervious cover of the site.

Mayor Ryder said that parking has to be addressed up front. Manager Jennings discussed the challenges that could result from the current language in the Zoning Ordinance which does not establish a clear standard for parking for recreational facilities.

Councilor Wilde said that one of the schematic designs could just include parking and stormwater. Mayor Ryder said that the current parking capacity provides a ballpark number of what would be needed for one field. He suggested that a gravel walkway connecting the Town Offices to the Pool fields would make that Town Office parking serve both purposes. He also urged the consultant to look at multiple uses of softball and baseball infields and outfields as soccer fields in order to maximize the space. Councilor McAvoy said we need to estimate what would be the total amount of impervious surface. Mr. Wilson said that they would assign size estimates to whatever uses may be part of the plan. Mayor Ryder said that if you guess larger you can always reduce, but not the other way around.

Manager Jennings discussed his objective of setting dates for public workshops regarding this initiative and the Committee agreed that mid-August and mid-September would be about the right timeframe, and that both a Tuesday or Thursday evening meeting would be good (instead of a weekend day). Councilor McAvoy suggested that, once set, the meeting dates could be advertised to Children's Day attendees.

- b. Informational update – Pink Garden Park** – *Manager Jennings provided an update regarding this citizen-led effort and all agreed this was an excellent example of Hampden residents doing good and that this is what makes Hampden a special community.*
- c. Discussion of Land for Maine’s Future Program and potential State funding support to secure public access to Souadabscook Stream** – *Chairman Marble introduced this item and referred to the privately owned Bog Road site, currently for sale, and the potential to secure long-term public access to the water in this location. Councilor McAvoy said he had spoken with the property owner; the lot is listed for \$139,000 and the owner indicated he would be willing to consider accepting payment over a period of 3-4 years. He noted there is other land across the stream. Chairman Marble asked if the land across the stream has Bog Road access and Mayor Ryder said there had been consideration in the past that he might donate that land to the Town as a plow truck turnaround. The Committee agreed it made sense for Manager Jennings to look into the potential eligibility to secure funding through the Land for Maine’s Future Program.*

5. PUBLIC AND STAFF COMMENTS – *Manager Jennings notified the Committee that he’d learned earlier today that the Bronco Travel Soccer Club intends to purchase land off Main Road North in order to create fields.*

6. COMMITTEE MEMBER COMMENTS – *Mayor Ryder said he would like to see a port-a-potty added to the VFW site near the tennis courts. Councilor McPike said he’d attended a Bangor Youth Soccer event yesterday and was impressed by the amount of activity. He asked whether the Town could use the RSU-22 football field for soccer. Director Abbott said that the problem has been timing, relative to the School’s use of the field and other groups’ use. She noted that current demand for lacrosse programming is not being served. Councilor McPike asked if the field is in use this time of year and Director Abbott said that she’d be meeting with the new RSU-22 Athletic Director to review opportunities for shared use of facilities.*

There being no further business, the meeting was adjourned at 7:13 PM.

*Respectfully submitted –
Angus Jennings, Town Manager*

Exhibit to Services Committee Minutes for June 12, 2017

On June 12 at 5:30 PM, ahead of the 6 PM Services Committee meeting, members of the Recreation Committee met with the engineering consultant, along with Town staff and with Chairman Marble, in order to make introduction and to review and understand the project scope and to share their thoughts.

Attendees:

*Dennis Marble, Services Committee Chair
Jane Jarvi, Recreation Committee
Jim Dyer, Recreation Committee
Frank Pergolizzi, Recreation Committee
Stephanie Shayne, Recreation Committee
Steve Brown, resident (and candidate for Rec Committee)
Jim Wilson, P.E., Woodard & Curran
Shelley Abbott, Rec Director
Jill McLaughlin, Asst. Rec Director
Angus Jennings, Town Manager*

Meeting notes:

Jim Wilson said that the basic purpose of their work will be to help the Town solidify its vision for the land based on a public process, and to estimate costs of different potential scenarios.

Jim Dyer said that the current situation with traffic entering and exiting the Pool by a single access point creates a bottleneck, and suggested looking at potential for different ingress and egress. He also said that, given the topography on site, he would envision that fields may be on different levels or tiers.

Mr. Wilson acknowledged that the grades on the site are pretty rugged, and that they would look at different elevations. He also said a goal would be to spread parking across the campus rather than put it all in one place. (He explained that his use of the word "campus" refers to a clustering of multiple uses in one location).

Mr. Dyer said that he wouldn't like to see the Town build anything that would need to be changed in the future, and said that the design should account for potential future phases. He suggested that the drawings that result from this process would be helpful to improve public understanding of the proposal and possibly generate fundraising or in-kind donations.

Jane Jarvi asked about the total site acreage and asked if this is the best location in Town for new fields. She said that she is all for permanent, holistic fields planning and said the current fields are abysmal with multiple competing stressors on limited space.

Manager Jennings provided a brief overview of the process the Town undertook to evaluate different potential sites for fields, both publicly and privately owned. He said this work preceded his time working for the Town so he could not comment on it in detail, but said that his understanding is that the Council favors use of land the Town already owns because the cost to purchase private land would be prohibitive, especially given the Town's financial situation. He said that if the eventual site plan includes impacts to protected natural resources that the DEP (and possibly Army Corps of Engineers) permitting process would require documentation that the Town had evaluated alternatives, and that Town staff (including the Rec Director and GIS/IT Specialist) would assist in documenting which sites had been looked at and how the Pool site was arrived at as the best site (understanding its challenges and limitations).

At this time members of the Services Committee arrived for the 6 PM meeting so the people in attendance moved to audience seating while the Councilors took their places for the Services Committee meeting.

*Respectfully submitted –
Angus Jennings, Town Manager*



Resident/Community Broadband Survey and Updates on Grant Process

2 messages

Kyle Severance <gisit@hampdenmaine.gov>

Thu, Jun 15, 2017 at 8:28 AM

To: Hampden Broadband Committee <broadbandcommittee@hampdenmaine.gov>

Cc: Vicki Rusbult <vrusbult@emdc.org>, Mark Ouellette <mark@connectwithaxiom.com>, Susan Corbett <Susan@connectwithaxiom.com>

Good Morning Broadband Team,

Within the next few days all Hampden residents will be receiving the attached mailer encouraging them to participate in the community broadband survey. The link for the survey is:

<https://www.surveymonkey.com/r/hampdeninternetsurvey>

I would like to get at least 300 responses as quickly as possible to gather some usable data - this would be roughly a 10% percent response rate. I strongly feel that this survey is the most important component that will guide the town on the direction taken going forward (with the possibility of helping us with future grant opportunities). Please help by taking the survey yourself and then let the Hampden residents that you interact with (work, home, friends, etc.) know that they should take it too.

Also attached is the survey in paper form in case you get someone that doesn't have internet access to take the survey online.

What's next? After the resident survey (which will take a couple weeks at least), I will schedule a meeting at the town office to go over the results and then we will start planning out strategies for digital literacy, public involvement, and education.

Does anyone have interest in volunteering for an open house for residents to come in and ask questions about anything technology related (from old desktop computers on 56k to the internet of things and everything in between)? This would be a good opportunity to engage with the public on the backbone of new technology - connectivity. If there is interest in this we can talk and plan out logistics together - just let me know.

Have a great day and thanks in advance for promoting the survey!

Kyle Severance

GIS/IT Specialist | Town of Hampden, Maine

O: (207)862-4500 ext 142 | M: (207)217-0072 | F: (207)862-5067

2 attachments

 **106045 Axiom Technologies - Hampden postcard FINAL.PDF**
1765K

 **Hampden Community Internet Survey FINAL.pdf**
452K

Kyle Severance <gisit@hampdenmaine.gov>

Thu, Jun 15, 2017 at 5:47 PM

To: david@mac-rescue.com

David,

I sent the following email to the Hampden Broadband Committee earlier today. I also went ahead and added you to the broadbandcommittee@hampdenmaine.gov email list so will receive future emails. Have a great weekend!

Kyle Severance

GIS/IT Specialist | Town of Hampden, Maine

O: (207)862-4500 ext 142 | M: (207)217-0072 | F: (207)862-5067

[Quoted text hidden]

2 attachments



106045 Axiom Technologies - Hampden postcard FINAL.PDF

1765K



Hampden Community Internet Survey FINAL.pdf

452K

Broadband Survey - Your Response Needed!

Recently, the town was awarded a grant through Eastern Maine Development Corp. for contracted work with Axiom Technologies. The work being done is to help plan for and implement solutions to help citizens get better internet connectivity. To better understand people's interest in improved broadband services in Hampden, we would appreciate you taking a few minutes to fill out a short survey which will help direct our plans.

For your convenience, you can complete the survey online:

www.surveymonkey.com/r/hampdeninternetsurvey

Surveys are also available at the Town Office and Edythe Dyer Library, along with public access WIFI. If you choose to fill out a paper survey, please return it to the town office dropbox or mail it to:

Axiom Technologies
3 Water Street
Machias, ME 04654

Thank you!
Hampden Broadband Committee
Axiom Technologies



**Postal Customer
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www.hampdenmaine.gov



www.connectwithaxiom.com

Axiom



Hampden Community Internet Survey

Axiom and Eastern Maine Development Corporation is working with the Town of Hampden to understand, plan and implement solutions for better internet connectivity. This survey will help the town understand what the community challenges and opportunities are for better internet connections. Thank you for taking a few minutes to help the town make smart broadband decisions.

1. Do you currently have Internet at your home or place of business?

- Yes
- No

2. Is this location your home, business, or both?

- Business
- Home
- Both

3. What is the cost of your current Internet service?

- I do not pay for internet service
- \$9.99- \$29.99
- \$29.99- \$59.99
- \$59.99- \$79.99
- More than \$79.99
- I do not know

Other (please specify, i.e. bundled services, etc.)

4. Which of the following Internet Service Providers do you use in your home? If you have more than one Internet Service Provider or more than one home, please select your primary provider at your primary residence.

- Spectrum (Time Warner Cable)
- TDS Telecom (Hampden Telephone Company)
- RedZone Wireless
- HughesNet Satellite
- Other (please specify)

5. Are you happy with your current Internet service?

- Yes
- No

6. Can you please tell us why you are satisfied or why you are not satisfied with your Internet service?

7. Would you be interested in paying more for one of the following:

- Faster Speeds
- Better Reliability
- A Different Internet Service Provider
- Not interested in paying more

8. Would you be interested in any of the following add-on services from your Internet Service Provider?

(Check all that apply)

- Television
- Voice
- Home Security
- Home Automation
- Other (please specify)

9. Do you or anyone in your household work from home?

- Yes
- No
- Other (please specify) Both?

10. If Applicable, is the person(s) that works from home frustrated with their Internet connection?

- No, they are pleased with there internet connection
- Yes (Please Specify)

11. Do you telecommute? (People who work from home for an employer)

- Yes
- No

12. Do you have children or adults in your household who use Internet for homework or education?

- Yes
- No

13. If yes, school-age child or an adult?

- School-Age Child
- Adult
- Other (please specify)

14. Would you be interested in training on how to use the Internet? Choose the class(es) you would be interested in taking.

- How to connect to family and friends (Skype, FaceTime)
- How to use the Internet to promote my business (Website creation, FaceBook, etc.)
- How to properly use Social Media (FaceBook, Twitter, LinkedIn, etc.)
- How to use tools to make me more productive in my home or business (Excel, PowerPoint, QuickBooks)
- Other (please specify)

15. How much do you rely on Internet in your business?

- Really Important
- Kind of important
- Not really important
- Not important
- I don't own a business

16. Do you think more people would live in Hampden if there was better Internet available to them?

- Yes
- No
- Not sure

17. If you have any comments about Internet resources in your town, please feel free to tell us!

18. On a scale of 1 to 10 do you support the town's efforts to assist with Internet improvements?

0 10

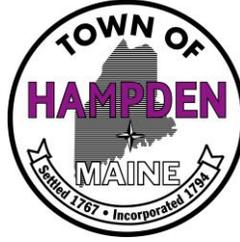
19. Please leave us your contact information (OPTIONAL):

Name	<input type="text"/>
Address	<input type="text"/>
City/Town	<input type="text"/>
State/Province	<input type="text"/>
ZIP/Postal Code	<input type="text"/>
Email Address	<input type="text"/>
Phone Number	<input type="text"/>

Thank you!

The word "AXIOM" is rendered in a bold, sans-serif font with a 3D effect. Each letter has a dark grey top surface and a lighter grey bottom surface, giving it a metallic or stone-like appearance. The letters are set against a light grey rectangular background. The 'A' is a simple block letter. The 'X' is formed by two thick, slightly curved strokes that meet at the center. The 'I' is a simple vertical bar. The 'O' is a thick, rounded ring. The 'M' is a simple block letter with a slight curve at the top.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Services Committee and Town Council

FROM: Angus Jennings, Town Manager

DATE: June 29, 2017

RE: Request for authorization of Marina Reserve funds

As was previously announced, the Town was awarded a Submerged Lands Grant from the Maine Department of Agriculture, Conservation & Forestry to support replacement of the Town-owned floating dock at the Town Marina.

The State award paperwork and agreement are enclosed, along with the successful grant application.

Prior to executing the agreement, I am seeking Council authorization of \$12,700.00 from the Marina Reserve fund in order to provide the required local match.

The Town Planner will represent this request at the July 10 meeting of the Services Committee and, upon the Committee's referral, this would be included on the meeting agendas for the July 17 Finance and Council meetings.

Upon Council authorization of funds I will execute the paperwork and we will move forward with the work. The State Program Administrator John Noll is aware that this is how we are proceeding and is agreeable to this timeline.

cc: Karen Cullen, AICP, Town Planner
Sean Currier, DPW Director
Peter Neal, Harbormaster

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of July, 2017, is by and between the State of Maine, Department of Agriculture, Conservation and Forestry, hereinafter called "Department," and the **Town of Hampden**, located at 106 Western Avenue, Hampden, ME 04444, telephone number 207-862-4500 hereinafter called "Provider", for the period of: **Start Date July 1, 2017 End Date December 31, 2018**

The AdvantageME Vendor/Customer number of the Provider is **VC10000123878**.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders and appendices are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions
- Rider C – Exceptions to Rider B
- Rider D – Other Conditions
- Rider E – At Departments Discretion
- Rider F – At Departments Discretion
- Rider G – Identification of Country in Which Contracted Work will be Performed
- Appendix 1 - Town of Hampden Harbor Management Access Grant Application

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

Provider: TOWN OF HAMPDEN

By: _____
Angus Jennings, Town Manager

Date: _____

and

Department of **AGRICULTURE, CONSERVATION
AND FORESTRY**

By: _____
Walter E. Whitcomb, Commissioner

Date: _____

Total Agreement Amount: \$15,000

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Provider will:

- 1) Purchase and install floats at 100 Marina Road, Hampden as described in the Provider's Harbor Management Access grant application (see Appendix 1).
- 2) Prominently erect and maintain for not less than two years, a sign, provided by the Department, recognizing the Submerged Lands Program and the Department as a significant funding source of the Provider's HMA grant project contained herein.
- 3) The Provider, prior to submitting an invoice to the Department for payment, shall submit documentation including photographs and an accounting of cash or in-kind expenditures to demonstrate that the project has been executed in accordance with this agreement and the Provider's Harbor Management Access grant application.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$15,000
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments shall be made by the Department within 30 days after receipt of an approved invoice submitted by the Provider on its usual billing forms or letterhead.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: John E. Noll
Title: Submerged Lands Program, Director
Address: Bureau of Parks and Lands, SHS #22, Augusta, Maine 04333

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

BP 54 - AGREEMENT TO PURCHASE SERVICES

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such

subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State’s option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

BP 54 - AGREEMENT TO PURCHASE SERVICES

RIDER C
Exceptions to Rider B

RIDER D

Other Conditions

1. The Provider shall be responsible for obtaining all local, state or federal permits, if necessary, for the work to be performed under this grant (hereinafter referred to as the "Improvements").
2. The Provider shall be responsible for the operation and management of the real estate and improvements which are to be developed with financial assistance from the Submerged Lands Program and provide for its use by the general public for the lifetime of the Improvements. Any lease or assignment of the Improvements shall not relieve the Provider of its responsibilities under this agreement.
3. The Improvements shall be operated and maintained in good order and condition.
4. The Improvements shall be open to the public with no fee or nominal fee.
5. The Provider shall submit to the State requests for reimbursement of expenses incurred by the Provider in connection with the Improvements, together with such evidence as the State may reasonably require supporting such requests. At a minimum, the Provider should submit photographic evidence of the Improvements along with an accounting of cash and in-kind expenditures.
6. The Provider shall indemnify, defend, and save the State, its employees and agents harmless from and against any and all claims, expenses, damages, injuries, liabilities, and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use or maintenance of the Improvements, or any accident, or occurrence therein or thereon.

APPENDIX 1

TOWN OF HAMPDEN HARBOR MANAGEMENT ACCESS GRANT APPLICATION

Submerged Lands Program Harbor Management and Access Grant Application

Part 1 – Applicant Information

1. Organization

ORGANIZATION NAME Town of Hampden		CONTACT NAME Karen Cullen, Town Planner	
ADDRESS (MAILING) 106 Western Ave		E-MAIL planner@hampdenmaine.gov	
CITY Hampden	STATE ME	ZIP 04444	PHONE 207-862-4500
FEDERAL TAX ID NUMBER 016000190			

2. Applicant Type

Municipal County Unorganized Territory

3. Has Your Entity Received a Grant Award from any of the Following Grant Programs?

If so, please indicate year in the space provided. **No**

Boating Facilities Program (ME Bureau of Parks and Lands) Year _____

Maine Coastal Program (SHMP) Year _____

MaineDOT Small Harbor Improvement Program (SHIP) Year _____

MaineDOT Boating Infrastructure Grant (BIG) Year _____

Coastal Community Grants (CCG) Year _____

Part 2 – Applicant Eligibility / Project Viability

1. Authorization to Apply

Selectmen/ Town Council/ County Commissioners – *must provide documentation*

Other: _____

Please see excerpt of minutes attached; note that a quorum of the full Town Council attended and voted at this committee meeting.

2. Ownership

What is the status of the land upon which the proposed project will occur? If leased, we require the organization to hold a lease of not less than 20 years and the facility to be open to all residents and non-residents.

Owned - Public

Leased

Other: _____

3. What Permits are Required for the Project?

What permits (local, state or federal), if any, will be required for this project. Provide a copy of an email or letter from your local code enforcement officer indicating what permits, if any, will be needed and the status of these permits.

No local permits are required for this project since it is a replacement of an existing dock. Please see attached memo from Hampden's Code Enforcement Officer. There are no state permits required either. On the federal level, we have received confirmation from Jay Clement, Senior Project Manager for the Army Corps of Engineers, that the dock is grandfathered with the original permit that was filed when the first float was built. No additional permits are needed (from ACE) to replace and/or repair the boat launch float. Finally, no permits are needed from the US Coast Guard. See existing permits attached to this application.

Part 3 – Project Information

1. Project Location and Street Address

CITY/TOWN(S)

100 Marina Road, Hampden, ME

2. GPS Coordinates

Please list coordinates for the project or other significant location key to this grant application

WATER BODY	LATITUDE	LONGITUDE
Penobscot	45°45' 54.9"N	68°47'47.5"W

3. Project Maps

Location Map: Submit a map clearly indicating the regional and site specific location of the project.

See attached maps 1 through 4.

4. Project Category – Please See HMA Grant Overview Statement for Project Eligibility

check all that apply:

- Maintenance and Restoration of Existing Water Access Facilities (Coastal Waters and Great Ponds)
- Construction of New Water Access Facilities (Coastal Waters and Great Ponds)
- Engineering or Planning (Great Ponds only)

5. Grant Amount Requested:

\$ 15,000.00	Maximum grant amount from SLP is \$15,000/ 25% local match required
--------------	---

6. Project Descriptive Narrative Summary

Be informative and concise. Include current conditions and your vision for the completed project. Attach photographs, if necessary.

Replacement of 144' long floating dock (12 sections each 12 feet long) with a new one constructed of marine pressure treated lumber. While other materials may have longer life spans, the primary cause of failure of the docks in this spot is the twisting movements caused by the tides and currents. Thus it is felt that the lower cost alternative is warranted.

7. What is the Scale of the Project?

What is the geographic context of the project? Please describe who uses the facility in the space below. For example, does the water access facility serve more than one town?

- Local (serves primarily a single municipality)
- Multi Municipality/ Regional
- Statewide

Description:

This floating dock is used for recreational use, environmental study (by NOAA and U. Maine Orono), and commercial use. Hamlin's Marina uses the float extensively in testing the boats developed by their boat building operation and for demonstrations while selling their boats. Commercial eel fishermen use it to launch their boats several times a week. Recreational boaters from all over the region use this facility, as it is the only launch ramp on the Penobscot River with a public parking lot attached where boaters can leave their vehicles and boat trailers. Attractions on shore here include Turtle Head Park, McLaughlin's Seafood Restaurant, and Hamlin's Marina. In addition, the outdoor waterfront concert venue in Bangor (which does not have a launch ramp) is 2.4 miles north (by road), and experience indicates that many boaters use our ramp and parking area to take their boats to the concerts.

8. Type of Use

The primary users of the facility are:

- Recreational
- Commercial
- Both

9. User Fees

Will the public be charged a fee for using the facility?

- No
 Yes – (Include a fee schedule)

10. Project Need

Please describe the need for the project.

The condition of the current floating dock is dangerous. During the summer of 2016, a toddler fell off the dock due to extremely warped and cracked decking; there are missing pieces as well. While that incident ended without serious injury, we are concerned that as the dock continues to deteriorate, more accidents will occur, with the potential for serious injury.

11. Who Designed or Will Design Your Project?

Describe qualifications and experience.

Custom Float Service, which is a professional dock construction company with a great reputation, will be designing the floats. They work with towns on a regular basis, and will be working with Hamlin Marine in the design. Good examples of their work can be found at the Scarborough town launch ramp.

12. Who Will Construct Your Project? (staff, volunteers, contractors, etc.)

Identify qualifications for the work and the reasons for selection.

The staff at Hamlin's Marina, who have built many floats in the past, for their marina, will be assembling the floats. They will be using kits designed by Custom Float Service, designed specifically for this application. They have the experience required and are located on property adjacent to the launch ramp.

13. Project Budget

- SLP grant limited to maximum of 75% of overall project
- Total Applicant cash and in-kind (donated) costs must be at least 25% of total project cost
- Design/Engineering limited to maximum of 10% grant amount

Item Description	Total Item Cost	Grant Recipient Cash	Grant Recipient In-Kind	Other Funding Sources												
Design / Engineering Services																
	500	500														
Purchase of Services																
Shipping	2,000	2,000														
Construction Contracts																
Equipment Rental																
	2,000			2,000												
Supplies/Materials																
	18,480	5,100														
Labor																
	6,720	5,100														
Administration																
	500		500													
<table border="1" style="width: 100%;"> <tr> <td style="width: 25%; text-align: center;">30,200</td> <td style="width: 25%; text-align: center;">12,700</td> <td style="width: 25%; text-align: center;">500</td> <td style="width: 25%; text-align: center;">2,000</td> </tr> <tr> <td style="text-align: center;">50.3 %</td> <td colspan="3" style="text-align: center;">Combined Match (must be at least 25%)</td> </tr> <tr> <td style="text-align: center;">49.7 %</td> <td colspan="3" style="text-align: center;">Grant Request (Max. \$15,000; can't exceed 75%)</td> </tr> </table>					30,200	12,700	500	2,000	50.3 %	Combined Match (must be at least 25%)			49.7 %	Grant Request (Max. \$15,000; can't exceed 75%)		
30,200	12,700	500	2,000													
50.3 %	Combined Match (must be at least 25%)															
49.7 %	Grant Request (Max. \$15,000; can't exceed 75%)															

MATCH FUNDING STATUS WORKSHEET					
SOURCE	WHO IS PROVIDING MATCH?	AMOUNT	COMMITTED	PENDING	NO CONTACT
Cash from applicant	Town of Hampden	\$ 12,700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cash donations from others		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-cash donations (materials)		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donated labor	Hamlin's Marina	\$ 2,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	Town of Hampden (labor)	\$ 500	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. Application Certification

By signing below I certify that;

- I have full authority on behalf of The Town of Hampden to submit this application for funding through the Submerged Lands Program.
- The Town of Hampden has the ability and intent to finance its share of the proposed project costs, including management and maintenance after project completion for a minimum of 15 years.
- That either our municipality/ county has the personnel and equipment to perform the management and maintenance obligations or we have the capacity to engage others who do.
- That the project, if approved, will begin promptly and will be completed by the date indicated on the project agreement.
- That the project, if approved, will submit expenditure documentation that reflects only those items listed in the project budget.
- That any changes must be approved by a project agreement amendment, and
- That our municipality/ community understands that this is a reimbursement grant and must incur all costs before submitting for reimbursement and that a minimum of 25% of the project costs or in-kind value of work must be borne by our agency.

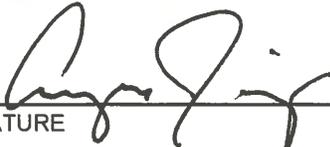
Angus G. Jennings, AICP

PRINTED NAME

Town Manager

TITLE

SIGNATURE



Excerpt

INFRASTRUCTURE COMMITTEE MEETING

Monday, March 27, 2017

MINUTES

Attending:

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

*Town Manager Angus Jennings
DPW Director Sean Currier
Public Safety Director Joe Rogers
Resident Bill Lippincott
Engineering Consultant Kyle Corbeil
Resident Vince Drottar
Business owner Dan Higgins*

Mayor Ryder called the meeting to order at 6 PM.

- 1. MINUTES – February 27, 2017 Meeting** – *Motion by Councilor Marble seconded by Councilor McAvoy to approve the minutes. 6-0 vote in favor.*

Because Mr. Drottar is in attendance to represent the Street Light Petition for Chickadee Lane, it was proposed to consider New Business Item 3.a. out of order. There were no objections.

3. NEW BUSINESS

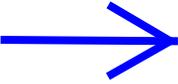
- a. Street light petitions: Chickadee Lane; 411 Old County Road –** *Vince Drottar, the President of the Chickadee Crossing Homeowners Association, addressed the Committee. He said that 26 lots are now occupied with one more under agreement. There are many older homeowners, and a lot of dog walkers, but no sidewalks. There are a couple of dark areas at night due to gaps in the street light locations, and he presented the neighborhood petition for addition of street lights.*

Councilor McAvoy asked whether the street was constructed according to the approved subdivision plan. Manager Jennings said that he hadn't looked at that specifically, but that because the Town Council accepted the road as public a few years ago any addition of street lights would be the Town's responsibility. Councilors McAvoy and McPike recalled that at some point in the past, after the project was approved, the developer appeared at a public meeting to discuss street lights. Manager Jennings said he would have the Town Planner look into this and report back.

Chief Rogers said he agrees there are dark areas, but had not recommended addition of lights based on the criteria in the Street Light

4. PUBLIC AND STAFF COMMENTS

a. Staff update on posted part-time Public Works position – *Manager Jennings notified the Committee of the recent job posting.*



b. Update on upcoming State and Federal Grant opportunities – *Manager Jennings summarized the memo in the meeting packet regarding upcoming grant opportunities, and his recommendation to pursue funding through the following programs:*

- *Northern Border District Commission: 2017 Economic & Infrastructure Development Investments Grants*
- *State of Maine Department of Agriculture, Conservation & Forestry: Submerged Lands Program - Harbor Management and Access Grant*
- *State of Maine Department of Agriculture, Conservation & Forestry: Coastal Communities Grant Program*
- *State of Maine Department of Agriculture, Conservation & Forestry: Boating Facilities Fund*

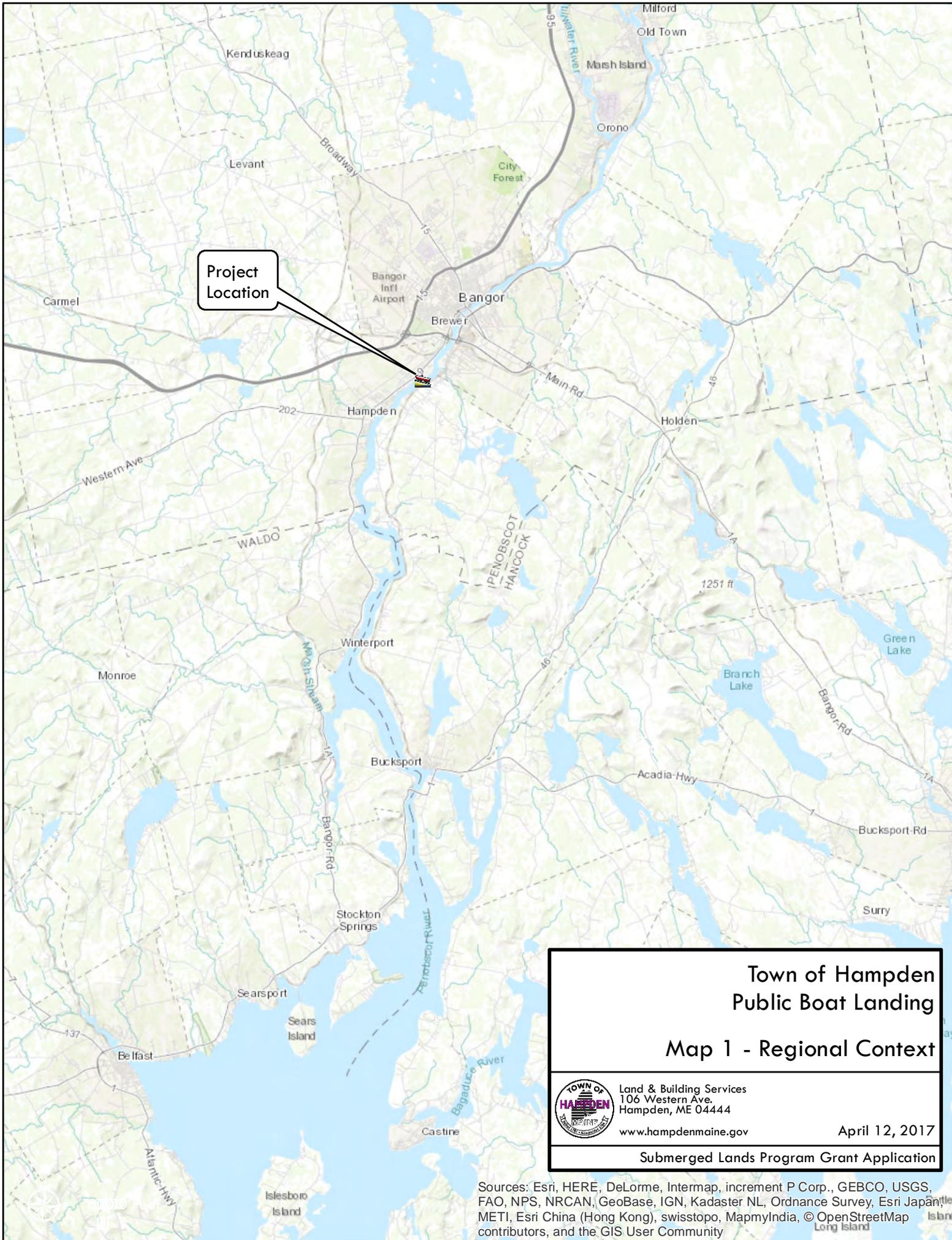
After discussion by the Committee, Mayor Ryder invited public comments. Dan Higgins, owner of Hamlin's Marina, spoke about the seven years of collaboration between the Town, business owners, and State and Federal agencies that preceded the construction of Marina Park. He said that the waterfront businesses employ about fifty people seasonally, and that the progress to date would not have been possible without work from many people including the Town of Hampden. By unanimous consent, the Committee supported Town staff efforts to pursue the grants recommended in the memo from Manager Jennings, for the purposes outlined therein, as may be further refined within the grant-writing process.

5. COMMITTEE MEMBER COMMENTS – *None.*

6. ADJOURN

There being no further business, the meeting was adjourned at 8:21 PM.

Respectfully submitted –
Angus Jennings
Town Manager



Project Location

Town of Hampden Public Boat Landing Map 1 - Regional Context



Land & Building Services
106 Western Ave.
Hampden, ME 04444
www.hampdenmaine.gov

April 12, 2017

Submerged Lands Program Grant Application

Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Waterfront
Concerts



Bangor

Brewer

Penobscot River

Hampden

Project
Location



Orrington

Town of Hampden Public Boat Landing

Map 2 - Sub-Regional Context



Land & Building Services
106 Western Ave.
Hampden, ME 04444

www.hampdenmaine.gov

2015 Aerial Image
USDA NAIP

April 12, 2017

Submerged Lands Program Grant Application





Hamlin's Marina

McLaughlin's Restaurant

Floating dock to be replaced

Turtle Head Park

Penobscot River

Town of Hampden Public Boat Landing

Map 3 - Project Location



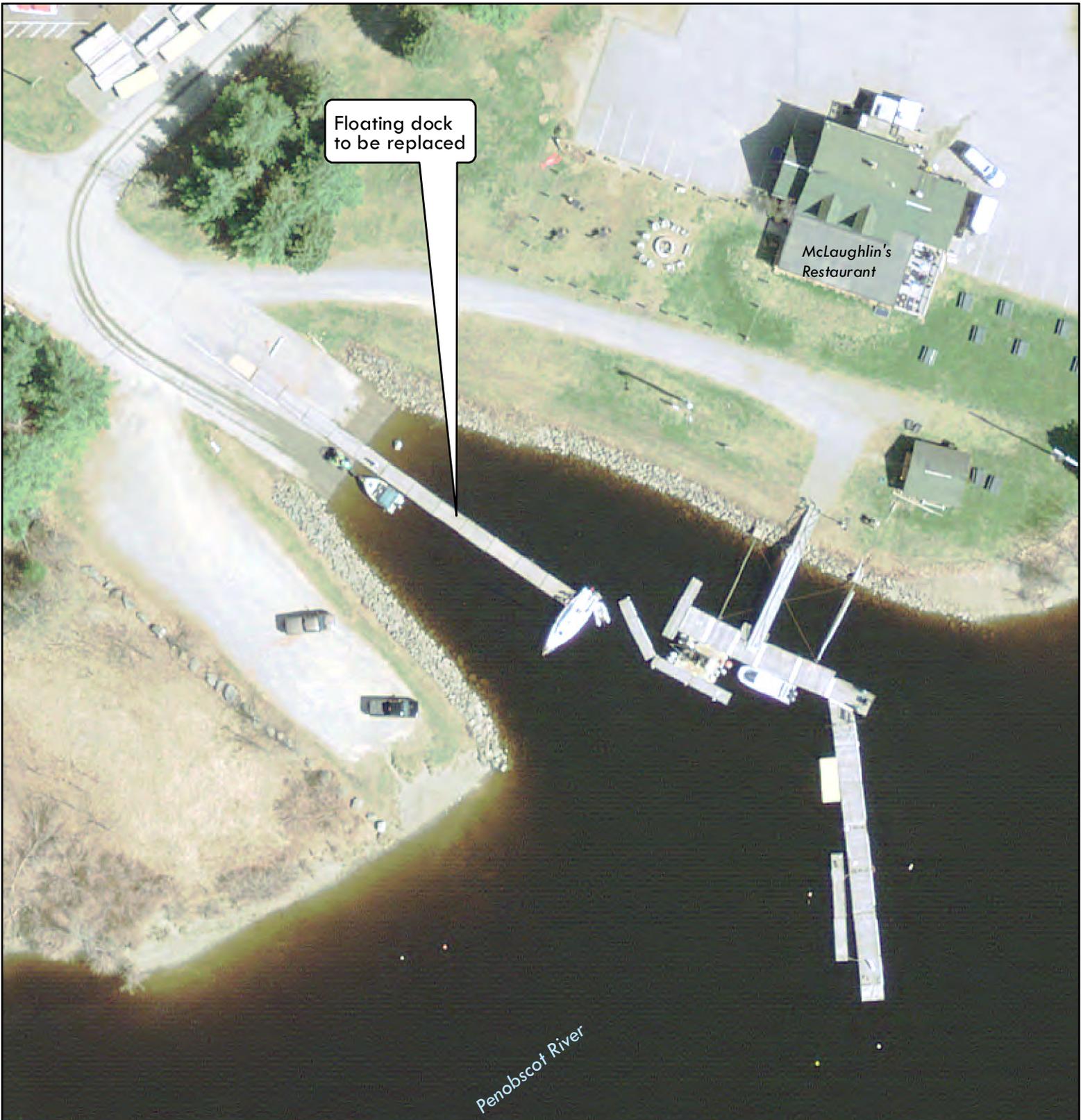
Land & Building Services
106 Western Ave.
Hampden, ME 04444
www.hampdenmaine.gov

2015 Aerial Image
USDA NAIP

April 12, 2017

Submerged Lands Program Grant Application





Floating dock
to be replaced

McLaughlin's
Restaurant

Penobscot River

Town of Hampden Public Boat Landing

Map 4 - Project Location



Land & Building Services
106 Western Ave.
Hampden, ME 04444

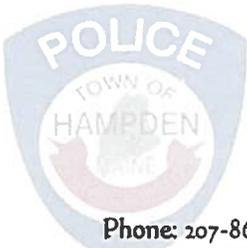
www.hampdenmaine.gov

2014 Aerial Image
MEGIS

April 12, 2017

Submerged Lands Program Grant Application





Hampden Public Safety

Emergency Services Working Together

106 Western Avenue
Hampden, ME 04444



Phone: 207-862-4000

Email: publicsafety@hampdenmaine.gov

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

<https://www.facebook.com/hampdenpublicsafety>

Police—Fire—EMS

**Code Enforcement
Building Inspection
Fire Inspection**

Local Health Office

Joseph L. Rogers
Director of Public Safety
Kandy A. McCullough
Admin. Office Manager

Police

T. Daniel Stewart
Sergeant / SRO
Scott A. Webber
Sergeant
Christian D. Bailey
Sergeant
Joel Small
Investigator
Joseph D. Burke
Patrol Officer
Benson G. Eyles
Patrol Officer
Shawn F. Devine
Patrol Officer
Marc Egan
Patrol Officer
William Miller
Patrol Officer
Jeffrey L. Rice
Patrol Officer

Fire

Jason Lundstrom
Lieutenant / Fire Inspector
Daniel Pugsley, Jr.
Lieutenant / Paramedic
Matthew St. Pierre
Lieutenant / Paramedic
Myles Block
CEO / Paramedic
Jared LeBarnes
Building Inspector / Paramedic
Joseph Dunton
Paramedic / Chaplain
Matthew Thomas
FF / Paramedic
Shawn McNally
FF / Paramedic
Matthew Roope
FF / Paramedic
Chris Liepold
FF / Paramedic

Memorandum

To: Karen Cullen, Town Planner

From: Myles Block, Code Enforcement Officer

Date: April 5, 2017

Re: Permit Requirements for Replacement Floating Dock

This project entails the Replacement of 120' of floating dock at the Town of Hampden public boat landing. The scope of the project is to replace the existing docks with docks of the same size and shape. If the project stays within this scope no local permits will be needed for this project.



DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO:
ATTENTION OF:

02 MAY 2008

Regulatory Division
CENAE-R-NAE-1990-11192-M1

Dan Higgins
Hamlin's Marina, Hampden
100 Marina Road
Hampden, Maine 04444

Dear Mr. Higgins:

This refers to your request dated January 2, 2008. We have completed our evaluation and wish to inform you that, under the provisions of Section 10 of the Rivers and Harbors Act of 1899, you are hereby authorized to:

Install and maintain additional floats at the Town of Hampden's existing marina in the Penobscot River at Hampden, Maine. The work will involve the following:

- a. The retention of the existing floats adjacent to the existing boat ramp.
- b. The retention of the existing rental mooring field/moorings as permitted under Corps permit #1990-11192-R-91.
- c. The installation and maintenance of a new float system within a rectangular area measuring approximately 134' x 342'. The floats will be secured by moorings.

The existing marina (boat ramp and small line of floats) was permitted under Corps permit #ME-BANG-81-422-R.

The purpose of the project is to provide additional recreational boating access to the Penobscot River. The marina will provide up to 69 new boat slips.

This Letter of Permission (LOP) is subject to all special conditions and all conditions in Attachment No. 1 and is made in accordance with the plans attached hereto, in five sheets, entitled "Town of Hampden-Hamlin's Marina, Expand Marina", undated.

This is a limited authorization containing a stated set of conditions which must be complied with. If a contractor performs the work for you, both you and the contractor are responsible for assuring the work is done in conformance with the conditions and limitations of this authorization. Please be sure the person who will do the work has read and understands these conditions. **Your particular attention is directed to condition 11.**

Performing any work not specifically authorized by this LOP, or failing to comply with its conditions, may subject you to the enforcement provisions of our regulations. If any change in the plans or construction methods is found necessary, please contact us immediately to discuss modification of your authorization. Any change must be approved before it is undertaken.

Special Condition (9) of this LOP requires that you notify us before the work is begun so that we may make timely inspections to insure compliance. To assist you in meeting this condition, we have attached a notification form for you to fill out and return to us as soon as you are aware of when you intend to begin work.

It is understood that this authorization does not give any property rights either in real estate or material, or any exclusive privileges; and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws or regulations, nor does it obviate the necessity of obtaining any state or local assent that may be required.

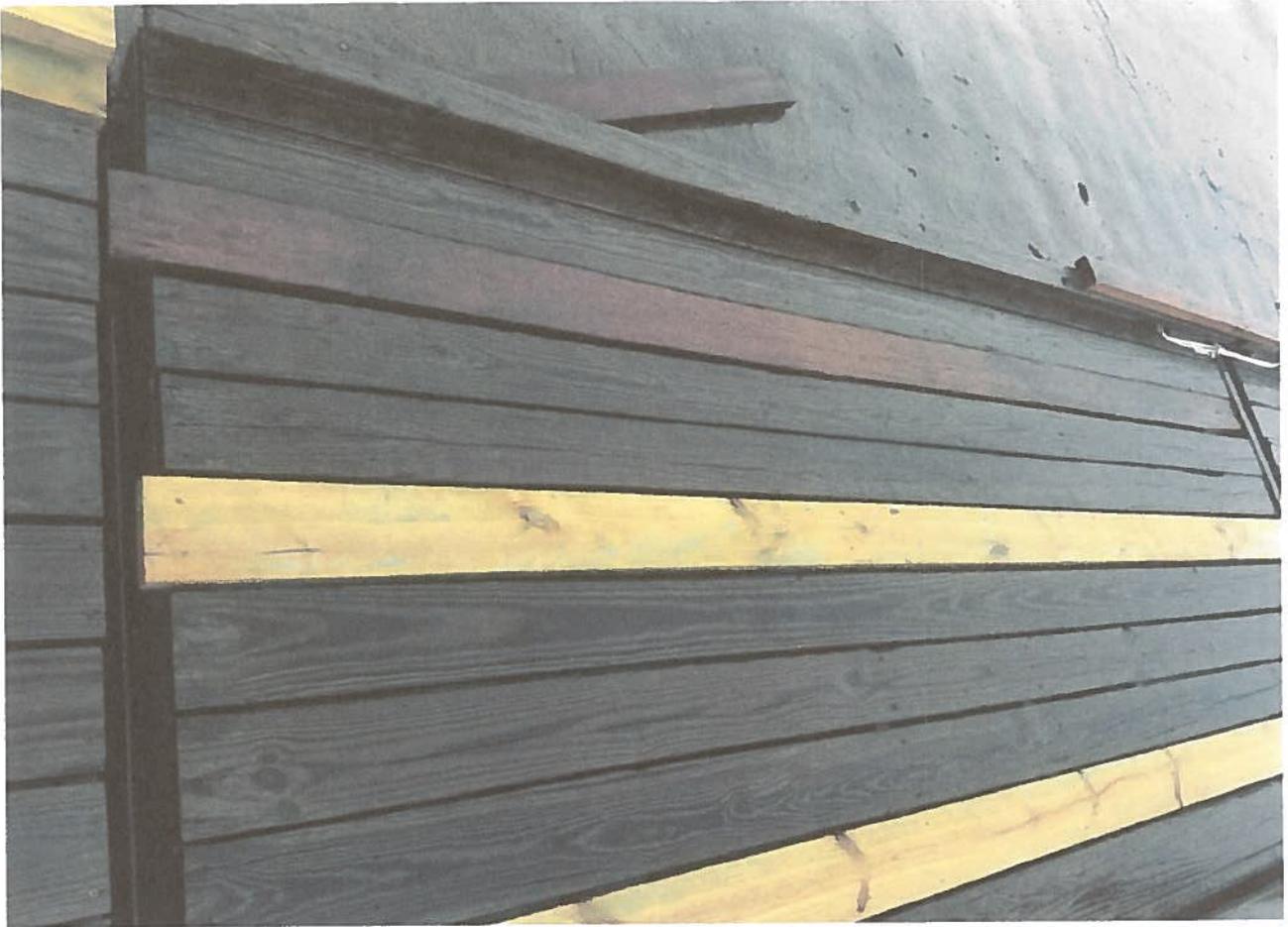
BY AUTHORITY OF THE SECRETARY OF THE ARMY:



Curtis L. Thalken
Colonel, Corps of Engineers
District Engineer



Enclosures





4-6



Memorandum

TO: Services Committee
FROM: Paula Scott, Town Clerk
DATE: July 7th, 2017
RE: Funding request-HCD Committee

Following this memo is an email from Janet Hughes, on behalf of the Children's Day Committee requesting consideration of funding for insurance coverage.



Paula Scott <clerk@hampdenmaine.gov>

Funding Request from Hampden Children's Day

2 messages

Janet Hughes <jhughes@hughesbrosinc.com>

Thu, Jul 6, 2017 at 8:42 AM

To: "clerk@hampdenmaine.gov" <clerk@hampdenmaine.gov>

Cc: "Hampden Recreation Dept." <recreation@hampdenmaine.gov>

Paula,

Hampden Children's Day is scheduled for August 12, 2017. The Town has historically covered the event insurance, and last year it was discovered that there was gaps in the coverage through the Town. Since the Hampden Children's Day is a separate entity, then the Town cannot provide that coverage. Last year Hampden Children's Day requested coverage and the Town Council approved that request in terms of reimbursement. The Town funded \$781.77 to The Rowley Agency. The Hampden Children's Day requests funding from the Town to cover the insurance in 2017. It is anticipated that the cost will be same again this year and Hampden Children's Day requests funding from the Town in an amount not to exceed \$800.

Your continued support is appreciated by the Hampden Children's Day. This marks the Town's 38th event.

Thank you,

Janet Hughes

Paula Scott <clerk@hampdenmaine.gov>

Thu, Jul 6, 2017 at 8:47 AM

To: Janet Hughes <jhughes@hughesbrosinc.com>

Cc: Shelley Abbott <recreation@hampdenmaine.gov>

Thank you Janet!

Paula A. Scott, CCM
Town Clerk
Town of Hampden
106 Western Avenue
Hampden, Maine 04444
Tel: (207) 862-3034
Fax: (207) 862-5067

[Quoted text hidden]



Hampden Rec Community Partnership Agreement

The following constitutes a Partnership Agreement between Seacoast United Maine (SUSC ME) and Hampden Rec and the Town of Hampden. The purpose of this agreement is to set forth the various services that SUSC ME agrees to provide Hampden Rec and the various obligations the parties have with regard to the 2017 Fall Rec Soccer Program.

I SUSC Services Include the following:

- A. Provide qualified soccer coaching staff for the August Soccer Clinic program and Fall Rec Soccer program (Tuesday/Thursday Training nights); F - Table 1
- B. The clinic will be based on parking and field availability and will be open to a maximum of 40 participants/night (registration through Hampden Rec website). The Fall Rec program will be open to participation numbers determined by Hampden Rec based on field availability and available volunteer staff.
- C. Each day will have its own technical theme, designed through a specialized curriculum, culminating in a "New Ball" small-sided match, which parents/guardians will be encouraged to attend.
- D. Promote the clinics and Fall Rec Program via www.seacoastunitedblackbear.com and social media outlets and other promotional materials.
- E. Provide coaching and parent/guardian education to support the Fall Rec program.
- F. Table 1

Clinic and League Dates:

Times	Duration	Ages	Cost	Includes
(4) Aug	60 min	TBD	\$0	N/A
Fall	60 min	TBD	\$0	N/A

II Hampden Rec Services Include the following:

- A. Marketing to all including non-area permanent residents who may be interested in participating.
- B. Provide fields that have been mowed and painted lines on all game fields for Fall Rec league.
- C. Administer the online registration of players and provide a link to SUSC to post on their web site to aid promotion.
- D. Provide SUSC with regular updates on registration numbers and age and gender specifics
- E. Display SUSC ME banners at field(s) and Skehan Center.
- F. Distribute SUSC ME materials to membership and within Skehan Center
- G.

This Partnership Agreement is signed:

Peter McDonnell
SUSC Representative

6/15/17
Date

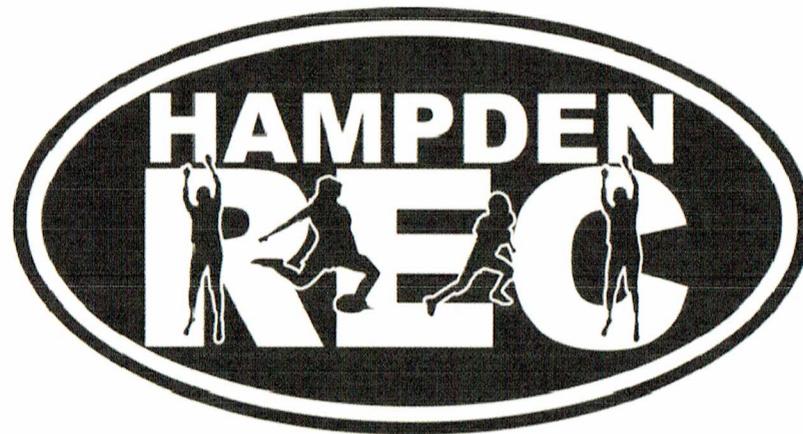
Shelly Abbatt Director
Hampden Rec Representative

6/13/17
Date

[Signature]
Town of Hampden Representative

6/13/17
Date

For more information contact Club Director, Pete McDonnell
Email: pmcdonnell@seacoastunited.com



2017 Fall Recreational
Soccer Program

SEACOAST

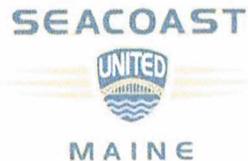


MAINE

Community Partnership Program

Objective

- The objective of the Hampden Rec and SUSC Maine community partnership is to provide the youth participants of the recreational soccer program a structured, safe and fun learning environment in which to learn and enjoy the game of soccer
- Furthermore, the program will be structured in a manner which allows parents the opportunity to support their child in a program which considers best practices as they relate to soccer development and nurture the natural maturation of youth
- To that end, considerations to field size, participation time, age appropriate activities, match play methods and positive reinforcement will be paramount
- Coaches will be provided clear coaching philosophical guidelines with which to practice while being supported by a team of professional soccer experts



Community Partnership Program

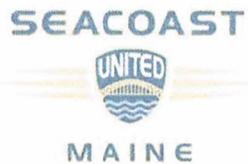


SUSC Maine will provide Hampden Rec with the following resources:

1. August clinic program staff (August 15,17,22,24)
2. Development and coaching oversight of Fall recreational soccer program
3. Designated staff at Tuesday and Thursday training nights and Saturday match days (9/9 thru 10/21)
4. Marketing support throughout SUSC ME website
5. Coaching education night at SUSC Sports Center, in Brewer
6. Parent/Guardian education literature

Hampden Rec will provide SUSC ME with the following resources

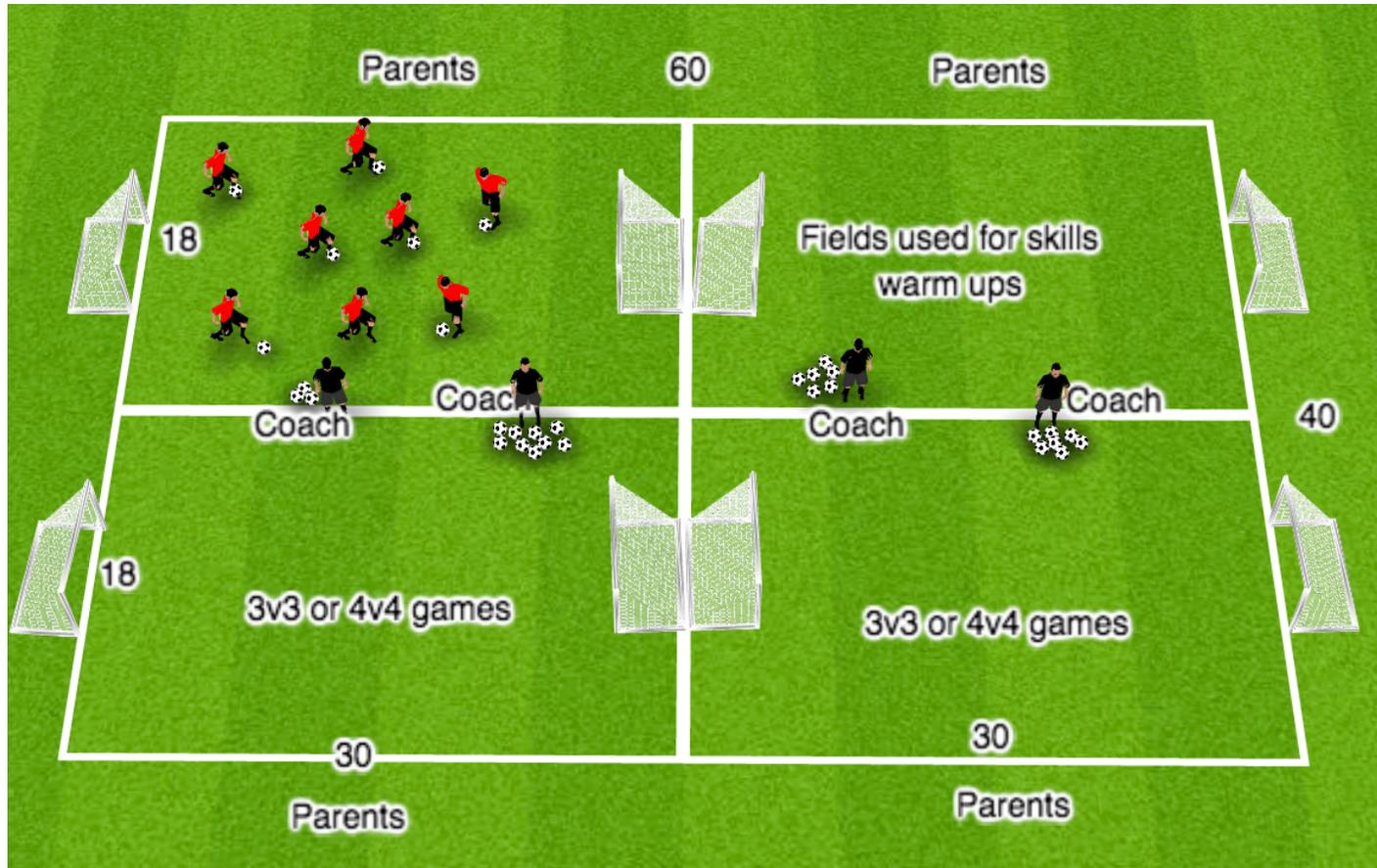
1. Registration, field space and equipment usage for August clinic program
2. Access to coaches for coaching education night at SUSC Sports Center in Brewer
3. Collect registrations and create teams as outlined in SUSC best practices
4. Provide schedule and oversight of training nights and Saturday match days
5. Display SUSC ME banners during Fall Rec soccer season
6. Display (1) SUSC ME banner in Skehan Center for one calendar year, after the agreement commences
7. Distribution of SUSC ME program flyers



Community Partnership Program



Field layout for Pre-K and K, based on 60 x 40 yard field



Community Partnership Program

