

SERVICES COMMITTEE MEETING

Monday, November 13, 2017

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES

- a. October 10, 2017 (packet page 2)

2. COMMITTEE APPLICATIONS

3. OLD BUSINESS

- a. Presentation of Town of Hampden Community Broadband Technology Plan, prepared by Axiom Technologies with Eastern Maine Development Corporation – *Kyle Severance, GIS/IT Specialist* (packet page 3)
- b. Update on Penobscot Valley Cable Consortium (packet page 23)
- c. Discussion of Town Center crosswalks and potential to coordinate construction bidding with Hampden Water District's pending replacement of water main between Cottage Street and Western Ave. (packet pg. 29)

4. NEW BUSINESS

- a. Presentation of Hampden Public Safety Five-Year Strategic Plan, 2018-2023 – *Sergeant Chris Bailey and Lt. Jason Lundstrom* (packet pg. 73)
- b. Hunting on Town-owned land – policy review and discussion (pkt pg. 99)

5. PUBLIC AND STAFF COMMENTS

6. COMMITTEE MEMBER COMMENTS

TO: Hampden Town Council, Services Committee

FROM: Angus Jennings, Town Manager

DATE: November 10, 2017

RE: Agenda item 1.a, meeting minutes

As I close out the final items for this packet, the Town server is being replaced. All files needed for the packet had been saved locally in preparation for the server replacement, but without access to server files or email I am not able to include full detail regarding Items 3.c (town center crosswalks) and 3.b (hunting policy) since I have no access to substantive email correspondences from this week (and this morning) which inform these items.

The summary memos in this packet should effectively frame these agenda items. However I'll present additional content at Monday's meeting based on documentation not currently available to me.

Without server access I cannot access my draft minutes from October 10 in order to finalize them for the packet. Meeting minutes are expected to be provided in hard copy at Monday's meeting.

TO: Hampden Town Council, Services Committee

FROM: Angus Jennings, Town Manager

DATE: November 10, 2017

RE: Agenda item 3.a, Broadband Grant

Please find attached the work product resulting from the broadband grant we were awarded in fall 2016.

Kyle Severance, Hampden's project manager in administering the grant, will present the report, in summary form, on Monday. The consultant from Axiom Technologies will be available to discuss the report at a future meeting with the Services Committee; we are working to schedule this for December.

**Eastern Maine Development Corporation
&
Town of Hampden
Community Technology Plan**

Submitted by:

Mark Ouellette & Susan Corbett

Axiom

**October 13, 2017
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Community Technology Plan

Executive Summary

Axiom and EMDC worked extensively with the Town of Hampden to assess their assets and set concrete goals that could be implemented. Below is a summary of what we found and recommend.

Key Findings:

- ✓ **Concentrate on service to underserved or unserved areas of town**
- ✓ **Work on expanded service through the renegotiated franchise agreement with Spectrum**
- ✓ **Limited Fiber to the Premise Plan**
- ✓ **Digital Inclusion- Focus on business community**

During the course of several Broadband Committee meetings it became clear that some areas of town were not connected as well as the residents in those areas would like to have. And as the discussion evolved, it is important to recognize that a community, even as affluent as Hampden (family median income estimated in 2015- \$74,523 vs Maine- \$51,494) have pockets that can only attain service of 3Mbps or less.

In addition, as land becomes scarcer in Bangor, Hampden has become an attractor of businesses and is in a building phase to add business parcels to accept new and growing businesses to the community. Taken together we believe our key findings can help continue the ongoing success of this community.

As part of the planning process, Hampden received significant input from citizens through a survey that was distributed to every household in the community. Below are highlights that helped inform the Broadband Committee and the planning process.

Hampden received 261 responses to the survey

- 61% served by Spectrum (formally Time Warner Cable)
- 30% served by TDS (Hampden Telephone Company)

Almost 63% are unhappy with their current service

- Expensive
- Unreliable
- Slow speeds

Over 62% are not interested in paying more

- 32% would pay more for higher speeds or better reliability

Almost 34% work from home (87 respondents)- almost 25% telecommute (work from home the majority of the time (58 respondents)

Over 50% of businesses say internet is “really important”

33% said more people would live in Hampden if there were better internet

Survey Conclusions:

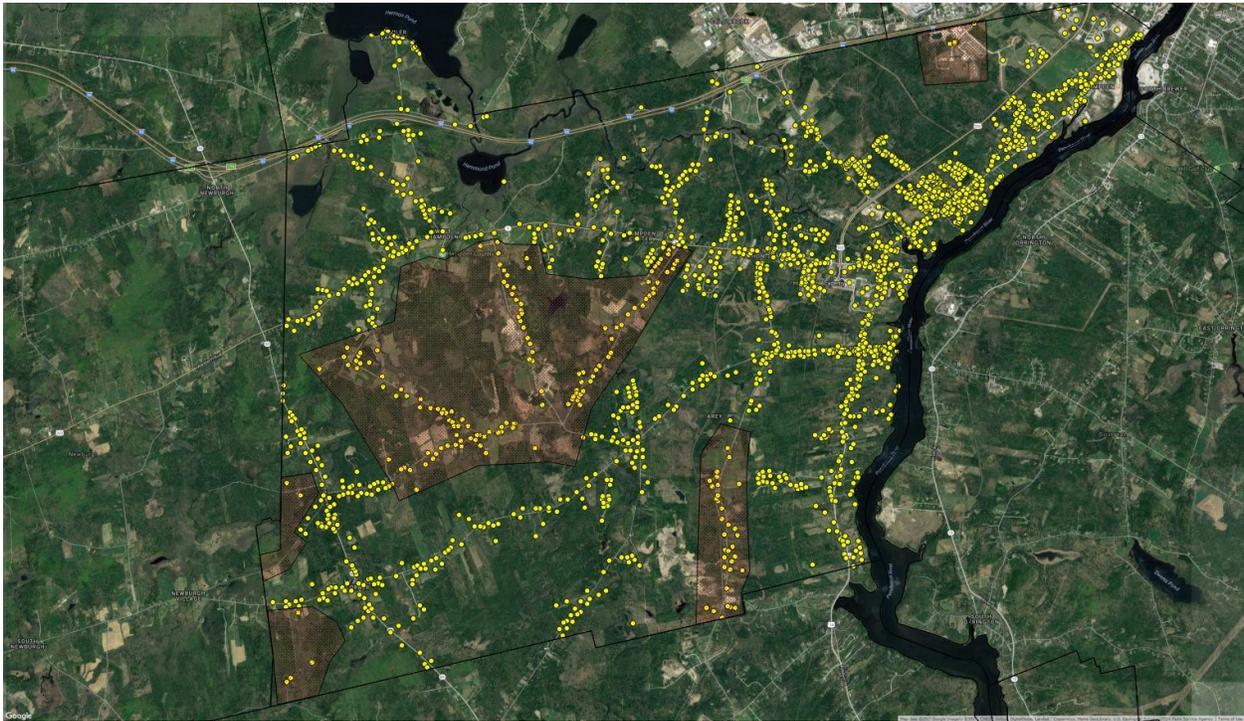
- *Council believes in attracting competition, given the current situation with a franchise agreement and good coverage with recent upgrades from TDS and Spectrum, unlikely to attract an additional provider, without some incentive*
- *Without movement from town to get to fiber optic solution, town will be at whim of current provider pricing and limitations of technology*
- *Because of its location and proximity to Bangor, Hampden is in a position for growth, but needs the tools (should include high capacity broadband) to compete and win with business and family attraction*

Current Provider Coverage

Spectrum covers the majority of the community, with some notable suggestions. As the town thinks about possibly renewing their franchise agreement with Spectrum, we would suggest that leveraging that negotiation to help expand Spectrum’s new upgraded internet service speeds (50/5 Mbps or 100/10Mbps) to areas currently not covered by their service would be a strong option for the town to proceed.

On the map below, we have identified (yellow dots) all of the E911 addresses that show where the homes and businesses in the community. Spectrum covers the vast majority of the Hampden with the exception of those areas highlighted in red.

Spectrum Map- areas in RED not covered



By coupling the renewal of the Franchise agreement with expanded coverage areas, it gives Hampden officials the opportunity to leverage the agreement to help get better coverage at a reduced or no cost. Below is a chart of the types of elements contained in a franchise agreement and what kind of asks the town can make. Most of these agreements focus on the 5% return to the town, but other communities have used this agreement to create a municipal fiber network, or used the Franchise Fee as a match for a ConnectME infrastructure grant to expand service. At any rate, a variety of options and opportunities open up, once you bring Spectrum to the table.

Franchise Agreements:

Understanding what towns can and cannot ask for when negotiating franchise agreements:

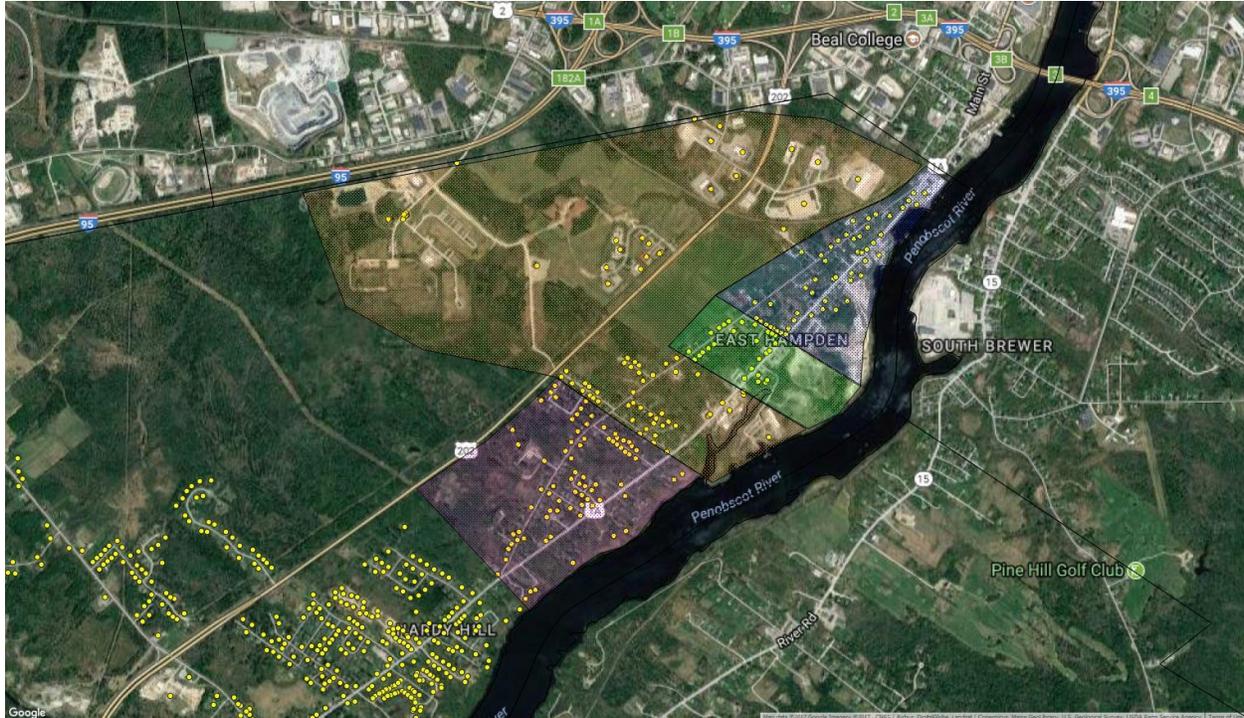
| Can do | Cannot Do |
|---|---|
| <i>Can require specific cable system capacity and functionality</i> | <i>Cannot require a specific transmission technology</i> |
| <i>Can require support of PEG (Public, Educational and Government) access through facilities, equipment and channels.</i> | <i>Cannot specify which channels are or are not carried and cannot specify which channels are on which tier of service (other than PEG service)</i> |

| | |
|---|--|
| <i>Can establish customer service standards, including ones related to answering telephone calls, responses to complaints, and imposing of late fees.</i> | <i>Cannot regulate rates (other than lowest cost tier of service)</i> |
| <i>Through an enabling ordinance can require a specific definition of gross revenue</i> | <i>Cannot require franchise fees of more than 5% of gross revenue, as defined in the franchise agreement</i> |
| <i>Can regulate the video portion of services offered</i> | <i>Cannot regulate any voice (telephone) services</i> |
| <i>Can require construction of an Institutional Network (I-Net) linking schools, libraries and public buildings for voice, video and data communications</i> | <i>Cannot grant an exclusive franchise</i> |
| <i>For the public access channel, can require a specific location</i> | <i>Cannot regulate data services, including Internet services</i> |
| <i>When a cable company does construction in public rights of way, can specify that it must do so in a manner that does not disrupt those rights of way unreasonably.</i> | |

The State of Maine created a Model Franchise Agreement that you can access at:

<http://www.maine.gov/connectme/about/modelcable.shtml>

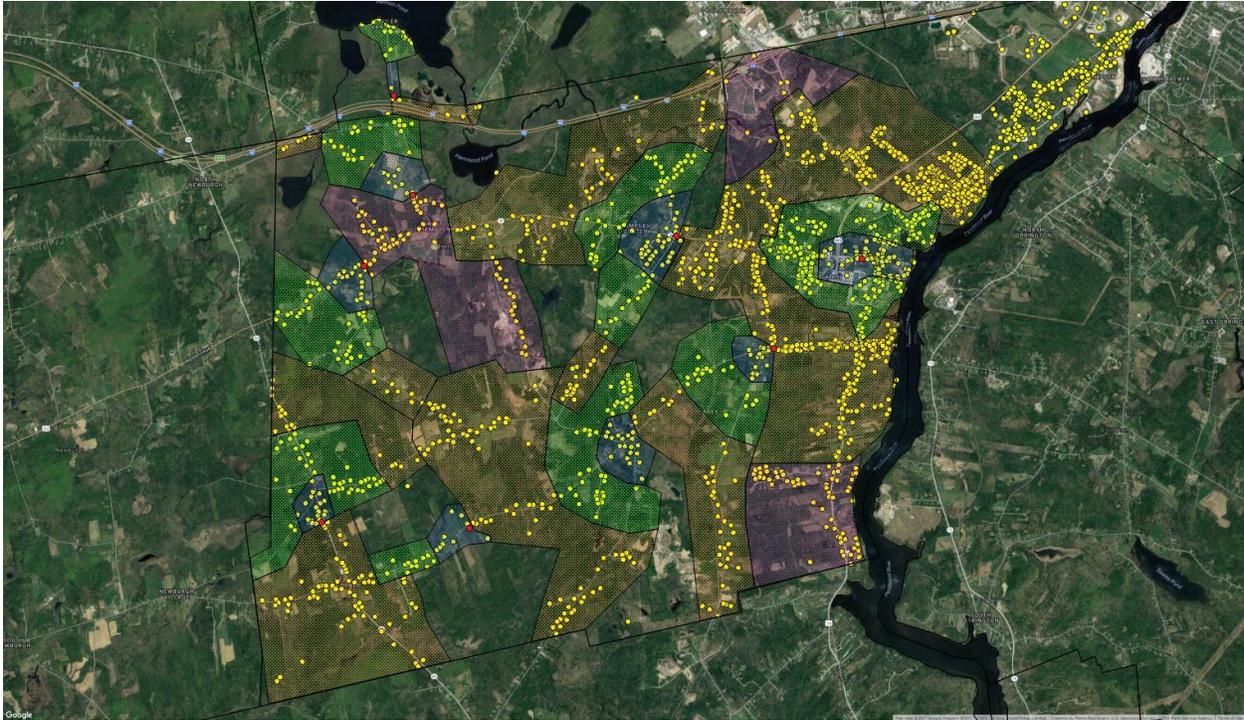
FairPoint Communications covers only a small portion of Hampden and FairPoint's DSL service, because it comes from Bangor, does not have the types of speed and reliability that other parts of its network achieves. The map below shows its coverage area and the areas that are generally covered by those speeds. This map is an approximation, and individual homes or businesses may not be able to achieve speeds shown, however, this is generally what to expect FairPoint's coverage to look like. This is an area that is also covered by Spectrum, so working with FairPoint to upgrade service in this area is unlikely.



FairPoint Communications Coverage Area

- ❖ Blue= Speeds of up to 10 Mbps
- ❖ Green= Speeds up to 7 Mbps
- ❖ Orange= Speeds up to 3 Mbps
- ❖ Red= No or Minimal Service

TDS is the incumbent telephone provider for the town and offers near ubiquitous phone and internet service. They recently upgraded or are in the process of upgrading their facilities in Hampden and will soon offer 50Mbps service in some parts of the network. Below is the map of their coverage area and speeds. Because they have recently upgraded their speeds, it is unlikely that they would make another major investment in the near future.



TDS Coverage Area

- ❖ Blue= Speeds of up to 50/10 Mbps
- ❖ Green= Speeds of up to 25/5 Mbps
- ❖ Orange= Speeds of up to 15/2 Mbps
- ❖ Purple= Speeds of up to 10/1 Mbps

Carrier Coverage Conclusions

Because Hampden is relatively well covered by three providers, it's unlikely to attract another provider to compete and bring cost down. We believe these are your options with current providers:

FairPoint: In order to upgrade FairPoint service it is likely they would need to place a Remote Terminal in Hampden, quotes from FairPoint have generally ranged in the \$60,000- \$70,000 range, but they have not been approached. This would give their service area speed upgrades of up to 25Mbps. Because this is a small area, although densely populated, and because Spectrum offers broadband speeds of up to 100Mbps, we would not recommend this investment.

TDS: TDS is in the midst of a major upgrade in Hampden that will offer speeds up to 50Mbps. Because the end of 2017 will most likely complete this upgrade, we would not expect TDS to be interested in working with the community to upgrade further, as that would require additional investments and technology that we would not think TDS would consider.

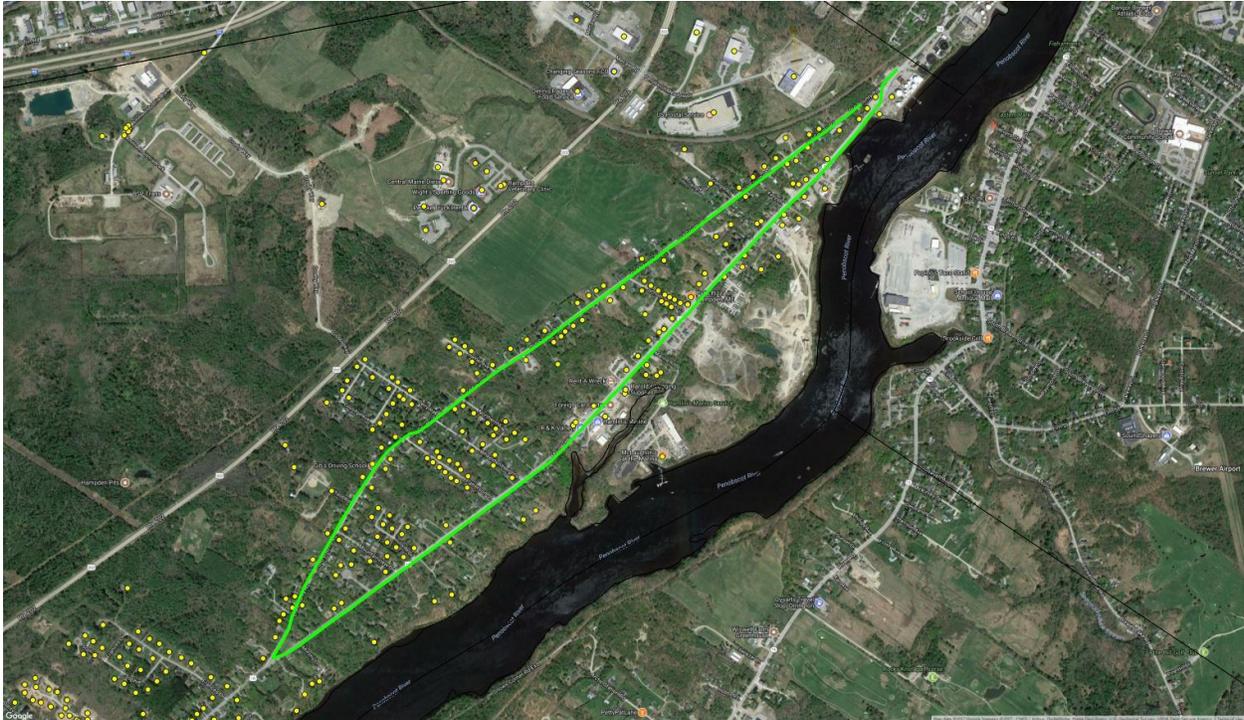
Spectrum: Spectrum has also recently upgraded their internet service across all of Maine and now offers up to 100Mbps to residential customers. They typically will consider expanding service at a density level of 20-25 homes per mile. Because there are some gaps in their coverage area, perhaps a portion of the Franchise Fee that they currently pay or would pay in a new Franchise Agreement could be diverted to help defray the cost of expanded service in those areas on the map not covered. Or Spectrum, as part of their agreement may agree to expand service at their cost to one or more of the areas not currently covered with their service. By expanding service, residents in those areas would not only have access to higher internet speeds but the benefit to access cable TV and phone (Triple Play).

Fiber to the Premise

Fiber optic cable offers unlimited speeds, unrivaled reliability and a return on investment of at least 20 years. However, it is also the most expensive, running between \$25,000- \$30,000 a mile, plus the cost of the electronics to run it and the cost of the actual internet. However, we believe this is a sound investment that Hamden should consider, if only in small upgradable increments.

Currently, FairPoint, TDS and Spectrum all offer fiber to businesses in the community. Pricing can vary widely depending on the location, but generally speaking is beyond what a small business might be willing or able to pay. Beyond the cost of actually hooking someone up to the fiber infrastructure, which can cost from a few hundred dollars into the thousands, the recurring cost of the broadband can also be prohibitive because these connections usually require a dedicated link that is only for that one business. In these cases, a typical connection can run in the hundreds of dollars a month. Those businesses that require this type of connection, most likely already have it. For some smaller group of businesses that would require large amounts of bandwidth, high cost are typically the barrier to acquiring such service. In addition, fiber connectivity is not generally available to residential homes leaving home-based businesses with high bandwidth needs frustrated.

As the needs of an increasingly interconnected world continue to demand better and better internet speeds, capacity and reliability, cities and towns are looking at investments that might help keep them from falling behind. The Millennial generation (generally those between the ages of 25-35) is now the dominant percentage of the workforce, as Baby Boomers continue to age out, and those communities that are thinking about how to accommodate the needs of this generation will remain vibrant. One of the needs of this generation of workers is strong connectivity. Given the current situation in Hamden, we would not recommend a fiber to the home solution that would be prohibitively expensive and most likely unachievable. However, by building strategic fiber that can start to help parts of the community with enhanced choices for high-capacity broadband, the town can create an attractor for businesses and residents who are increasingly demanding this level of connectivity. By building small sections at a time, you can have the effect of increased visibility for the town, while containing and managing cost of such a network.



Fiber to the Premise Proposal

The following will outline a proposed fiber deployment in Hampden with a focus on the municipality building and owning the trunk fiber and offering the fiber as an open access network to ISP's or other vendors willing to utilize the facilities to offer a fiber to the premise (FTTP) service.

When looking at Hampden for a prospective fiber deployment there are several factors that should be taken into consideration in choosing an area for deployment.

First is density: Does the area have enough homes and businesses. This is important as the numbers determine whether serving the potential customers off of this fiber would be cost effective and/or beneficial to the ISP offering service off of this municipal trunk fiber.

Second is broadband availability: What other providers and types of technology are present. The number of other providers in the area determine take rate and if there are a significant number of providers that can compete with this potential fiber deployment it goes to the first point in providing enough customers to make it beneficial for any provider to use this fiber.

Third is location: Is the fiber deployment close to any municipal centers or major broadband nodes. The further away from a city or town center, typically the more it could cost a provider to bring in bandwidth to feed the customers served off of the municipal trunk fiber.

All of these factors determine whether it would be an appealing and beneficial prospect for potential broadband providers to extend their services onto this network.

This proposal focuses on the eastern area of Hampden along Main Rd and Old County Rd. This location fits the criteria above best as there are only two providers offering broadband in this area

and one of them, FairPoint Communications, only offers up to 10M service. The other provider, Spectrum, does offer significantly faster service, up to 300M packages but both of these providers offer their services over copper line technology, which is inferior to a fiber optic delivery method. The density is available, offering over 250 potential homes and businesses with two municipality centers at less than 2 miles on either side that could provide backhaul for this network.

Design and Cost:

The fiber run along Main Rd consists of approximately 100 utility poles spanning 2 miles from the southern and northern intersection of Old County Rd. and Old County Rd. consists of approximately 70 utility poles spanning 2 miles along its entire length with a potential for a fiber cabinet located at either intersection point. This build would consist of the trunk fiber only with drops to homes and businesses the primary responsibility of the contracted broadband provider.

The approximate cost to deploy this fiber network would be:

Fiber Materials: \$140,000

Install Labor: \$145,000

Total: \$285,000

The total above includes an average cost to attach to the utility poles, but does not include the annual cost to maintain it. The yearly maintenance fee for the pole licensing, would be approximately \$1000. This could be included as a requirement for the broadband provider to upkeep.

Conclusion

Hampden is in a good position to increase broadband coverage and increase speeds and reliability. In fact, all three current providers have done just that. Given this upgraded service, we would concentrate our focus on completing upgrades to those areas identified by leveraging a renegotiation of the town's outdated Franchise Agreement with Spectrum. Second, we would recommend a strategically limited fiber network that could be built upon in future years, while starting to build an attractive asset for businesses and residential customers alike. Last, a focus on business needs through Digital Literacy classes customized to the Hampden business community would be an investment in the towns citizens and businesses that should drive take rates and economic development.

Action items

- Initiate Franchise Agreement negotiation with Spectrum
 - Work with Spectrum to build out to underserved areas of the community
- Identify funding sources to implement Business Digital Literacy campaign
 - Use Axiom recommendations to organize regional partners
 - Survey businesses for programing/classes important to them
- Town should consider funding the beginning of a municipally owned fiber network- position itself for the future

Digital Inclusion Plan

Surveys, Interviews and Meeting Results

Axiom interviewed businesses, community and municipal leaders, as well as residents to discuss Computer Skills/Digital Literacy Training and Workforce Development Skills Training.

Important Takeaway: Business Growth and Support

Hampden, with a population of 7,257 residents, has a median age of 40.8; however, 20% of the population is over age 55, per the 2010 American Community Survey.

<https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF>

Currently, there are 133 businesses listed on the Town of Hampden's Business Directory, www.hampdenmaine.gov. With a high population of residents over 55 years of age, it is important to focus on business growth, development and sustainability.

Of the businesses that responded to the Hampden Business Survey, **71% of businesses expect training will be needed** for new and existing staff over the next year; 61% of businesses report that they currently offer training programs to their staff; **80% state they are interested in offering computer skills classes** to their employees; 33% of Hampden businesses do not have a website; and 44% of businesses would like to offer customer service training.

The Hampden Community Survey reports that residents use the internet for both home and business, and 34% report that someone in the household works from home.

Axiom Education & Training Center's "National Digital Equity Center" (NDEC) can organize training for the Hampden business community to leverage available technologies and industry specific instruction. NDEC can provide the community with educators to hold classes, as well as collaborate with local organizations to provide training. The business and community members can learn firsthand how to create and update websites, increase technical proficiency and industry specific knowledge.

Collaborating partners to consider are:

- Hampden Business Association www.hampdenbusiness.com
- Hampden Business & Commerce Park www.hampdenmaine.gov
- Maine Small Business Development Centers www.mainesbdc.org
- Maine Kiwanis Club www.facebook.com/Hampden-Maine-Kiwanis-Club-224905087545841
- Orono-Hampden-Old Town Adult Ed Partnership <http://orono-hampden.maineadulted.org>
- Welcome ME (Customer Service Training) www.welcomemetraining.com

Business Surveys:

The Town of Hampden identified key businesses to target during this process. Online surveys and interviews were administered. Axiom contacted 26 businesses via email or phone calls, and the town

sent out the business survey link. A total of 17 businesses responded to the survey and/or interviews. (See Addendum 1 – Hampden Business & Workforce Needs Survey Results)

Business Survey Results:

- 72% of businesses state that broadband is extremely important for their business
- 71% of businesses state that they could work and sell more efficiently online
- 7% of businesses are sole entrepreneurs, 43% have 5 employees or less
- 67% of businesses have a website
- 53% of businesses do not use a domain email address
- 40% of businesses do not use VoIP (Voice over Internet Protocol) telephone service
- 40% of businesses use the internet for online sales
- 93% of businesses use the internet for social media
- **60% of businesses state that internet speeds have not kept up with business needs over the past few years**
- 53% of businesses state improved broadband will be critically important to their business in the next 1-2 years
- 67% of businesses do not offer telecommuting
- 43% of businesses that do offer telecommuting report that employees struggle with it
- **36% of businesses see a need for computer skills training**

Takeaways: 33% of businesses do not have a website, and 53% do not use a domain email address. Developing website classes may be a valuable resource for businesses in Hampden, specifically targeting small businesses and sole entrepreneurs. 36% of businesses state that they see a need for computer skills training.

Residential Surveys:

As with Business, Community & Municipal leaders, the residential community were invited to participate in a Community Broadband Survey by the Town of Hampden’s Broadband Team. It was the goal of the survey for residents to become engaged in providing better broadband to Hampden. A total of 261 residents completed the survey. (See Addendum 2 - Hampden Community Internet Survey Results)

Community Survey results:

- 98% of homes have internet
- 20% of homes use the internet for home and business
- **63% of homes state they are not happy with their current internet service**
- 32% state that they would pay more for faster speeds and better reliability and 62% are not interested in paying more for internet service
- 64% state that they would like internet television; 35% for VoIP, 19% for home security and 11% for home automation
- **64% state they are frustrated with their internet connection**
- **51% state they have children or adults that use the internet for homework – 45% are children and 46% are adults**
- **22% of residents are interested in computer class training**
- 32% think more people would live in Hampden if there was better internet

Takeaways: 63% of homes state that they are not happy with their current service and 66% are frustrated with their internet connection. 51% state that they have children and adult learners that use the internet for homework. Hampden should be mindful of homes with school-age children to and further evaluate whether homes with children do not subscribe to the internet because of cost. Hampden ~could~ consider a Technology Fund to assist homes that cannot afford broadband, specifically in homes with school-age children to address the Homework Gap, as well as letting their residents know of the low-cost broadband options offered by providers.

Out of the 261 Community responses, 22% of Hampden's residents expressed a need for training on using the Internet. This is a significant number as it clearly indicates that residents (many own home-based businesses) would like to increase their technical proficiency. Hampden and EMDC could seek funding to offer a Digital Literacy program to its residents and businesses.

The Digital Inclusion Program for the Town of Hampden includes four components:

1. Affordable Internet – Cost continues to be a major barrier to broadband adoption. The Town of Hampden should consider addressing “ability to pay”. The following providers have been contacted regarding low-cost broadband options:

- **Consolidated Communications (FairPoint Communications):**
 - Eligible low-income FairPoint residential customers can qualify for a discount on qualified internet service at their primary residence under the Lifeline Program. The discount consists of federal monthly support of \$9.25.
 - Eligible FairPoint residential customers residing on tribal lands may qualify for an additional federal discount of up to \$25 per month and installation assistance.
 - Further information, including applications forms, can be found at: www.fairpoint.com/home/residential/phone/lifeline.html
- **TDS Telecom:**
 - Eligible low-income TDS residential customers can qualify for a discount on qualified internet service at their primary residence under the Lifeline Program. The discount consists of federal monthly support of \$9.25.
 - Further information, including applications forms, can be found at: <https://tdstelecom.com/content/dam/tdstelecom/pdfs/lifeline/LifelineApplication.pdf>
- **Town of Hampden Technology Fund:** A fund ~could~ be established to offer a discount to low-income families to address broadband adoption and take-rate
 - A fund could be established to offer a discount to low-income families to address broadband adoption and take-rate
 - The Town of Hampden Broadband Committee may opt to explore the feasibility of establishing a fund

2. Affordable Equipment Assessment – Low-cost or free computers are often just as important as having access to low-cost or free Internet options, particularly for people in low-income communities.

- **PC's for Maine** www.pcsformaine.org offers refurbished, used computers that are donated by businesses in Maine and are available to low-income families.
- **PC's for Maine** will consider installing a kiosk at a local business to sell low-cost computers locally. Axiom will work with a local business and facilitate a conversation with PC's for Maine, should the Town of Hampden decide to move forward.
- **Goodwill's "Good Tech"** program offers refurbished, used computers to low-income residents. <https://goodwillnne.org/stores/goodtech>
- **Lending Library of Devices**, laptops, desktops, iPads, etc., could be established for residents to borrow on an "as-needed" basis. The devices might be donated or the Town of Hampden could seek grant funds to purchase equipment. The Edythe L. Dyer Community Library might be considered as the lending institution.

3. Digital Literacy Training – Computer Skills Training plays a critical role in technology and workforce development training. The following digital literacy options are available for the Town of Hampden:

- **Axiom Education & Training Center's "National Digital Equity Center"** offers Digital Literacy classes for residents and businesses. We recommend offering the residents of Hampden digital literacy courses over a 6 to 12-month period, one class per week, ensuring that the program has predictability over some period of time for full residential and business participation.
- **Maine Department of Labor's CareerCenter**, office is located at 45 Oak St., Bangor. The CareerCenter collaborates with the Axiom Education & Training Center, and is committed to assist with workforce development skills efforts.
- **Orono-Hampden-Old Town Adult Ed Partnership** <http://orono-hampden.maineadulted.org> offers digital literacy classes at their location. Their headquarters are located at 14 Goodridge Dr., Orono. The digital literacy classes that are offered are included in their Fall catalog, available online at: <https://orono-hampden.coursestorm.com/category/technology>

Recommended Class Locations:

- Edythe L. Dyer Community Library <http://www.edl.lib.me.us>
- Hampden Town Office <http://www.hampdenmaine.gov>
- Business Locations

Recommended Classes include:

- Introduction to Computer
- Windows 7, 8, 10
- Internet Safety

- Microsoft Word
- Microsoft Excel
- Microsoft Outlook
- Microsoft Publisher
- Microsoft PowerPoint
- QuickBooks
- PhotoShop
- Social Media including FaceBook for Business & Individuals, Twitter, etc.
- WordPress
- Video Streaming
- iPad
- Gmail
- Google Docs, etc.
- Classes designed for Senior Citizen population

Digital Literacy Budget

Digital Literacy is the greatest opportunity to investing in Hampden's future. As more citizens' livelihoods, ability to obtain new skills, understanding of an emerging digital economy are tied to a broadband connection, those regions with the forethought to face this new reality will outpace other regions in productivity, increased economic activity and sustained family attraction and wealth. Axiom is committed to working with the Town of Hampden, its regional, state and federal partners to deliver a world-class regional Digital Literacy program- customized to the town's businesses and citizens.

| | |
|---|------------------|
| Teacher/Instructor (Fringe & Salary) | \$ 20,000 |
| Travel | \$ 2,000 |
| Survey Monkey (includes Annual Fee) | \$ 204 |
| Supplies | \$ 1,000 |
| Academic Services Group (curriculum) | \$ 796 |
| Administration | \$ 8,000 |
| Total Budget | \$ 30,000 |

- ❖ Budget based on 1-year program, 1 class per week
Budget based on 10 students per class

Axiom will work with the Town of Hampden to pursue funding for digital literacy classes for residents and businesses.

4. Public Computer Access – Increasing public access computing allows residents to access technology in places in which they feel comfortable and supported is essential. If a business or resident cannot afford equipment or an Internet subscription, and if broadband is not available at their location, Public Computer Access is essential.

- **Edythe L. Dyer Community Library** has 1 desktop computer and 3 laptop computers available for public use. Wireless internet is also available for residents and businesses with their own equipment to use during library hours.
- **Community HotSpots** are open access networks that allow citizens in a downtown or other public spaces access to the Internet. This is a simple, straightforward way to help the town get more connected. It is an affordable, convenient solution to help visitors and residents easy, seamless connectivity.

In addition to the Edythe L. Dyer Community Library, WiFi is available at a variety of business locations in the Hampden region. Community HotSpot(s) for the downtown are recommended for the Town of Hampden.

Grant Funding Resources

State Grant Funding Resources

The **ConnectME Authority** offers two types of grants - Infrastructure and Community Broadband Planning Grants. For the purposes of this report, the planning grant is not a consideration. We would recommend looking toward Infrastructure grants, details can be found here:

<http://maine.gov/connectme/grants/>

Axiom has extensive knowledge of these grants, and has received over \$1Million in funding.

- Grant proposals must meet the state standard of 10/10Mbps
- Grant limits are suggested, but typically \$100,000, which must be matched 1 to 1 with a combination of cash and in-kind services
- Area targeted must be unserved or severely underserved (service that is less than 1.5Mbps download)

Typically, ConnectME grants open for applications in the March- April timeframe, but is not clear when grants may be available in 2018.

The **Maine Community Foundation** has regional grants that can support initiatives up to \$10,000. <http://www.mainecef.org/GrantsNonprofits/AvailableGrantsDeadlines/CommunityBuildingGrantProgram.aspx>

- Grants available up to \$10,000
- Local decision makers by county
- Various criteria that needs review
- Deadline February 15th of each new year

Northern Border Regional Commission Grants, <http://www.nbrc.gov>. The Commission accepts grant applications from across the northern border regions of Maine, New Hampshire, Vermont and New York.

- Requires at least a 1 to 1 cash match
- Must be tied to quantifiable job creation
- Very competitive

Contact: Andrea Smith at (207) 624-9813 or andrea.smith@maine.gov for information on deadlines and program parameters.

Federal Grant Funding Resources

U.S. Department of Commerce- **Economic Development Administration (EDA)** provides funding for economic development projects across the state of Maine. Maine projects are reviewed and administered by EDA's local representative, Alan Brigham at (215) 316-2965 or abrigham@eda.gov. Programs and eligibility can be found at www.eda.gov

- Various funding programs
- Guidelines encourage regions to incorporate broadband investments in their regional strategies (CEDs)
- Funding requires match

U.S. Department of Commerce- **Broadband USA** is helping communities nationwide ensure they have the broadband infrastructure, digitally literate workforce and engaged citizens to thrive in the Digital Economy. Details can be found here: <https://www2.ntia.doc.gov/>

- Provides direct (one-to-one) assistance to communities
- Resource rich website- no direct grants
- Building a self-assessment tool for communities

U.S. Department of Agriculture- **Rural Development** has a number of grant programs worth investigating. Local office in Bangor, contact Tommy Higgins, Acting State Director, (207) 990-9160. More information on programs in Maine can be found here: www.rd.usda/me

- Rural Broadband Access Loans and Loan Guarantees Program
 - 2017 Program has not been announced
- Several other competitive grant programs to explore eligibility and criteria

U.S. Department of Treasury- **New Markets Tax Credits (NMTC)** has recently clarified the eligibility of broadband infrastructure and related activities are eligible for NMTC provided they meet certain criteria located here:

<https://www.cdfifund.gov/Documents/2015%20NMTC%20Application%20QA%20FINAL.pdf>

- Axiom is exploring the potential of NMTC funding
- Eligible census tracts are being reviewed
- It's unclear without investigation if Hampden or parts of Hampden may be eligible

Broadband Opportunity Council Funding Report- **U.S. Dept. of Commerce and USDA** released a report in January 2017 listing all federal broadband funding resources - See Addendum 3.

On Wed, Oct 25, 2017 at 8:29 AM, Mark Leonard <mleonard@veazie.net> wrote:

3-b

Group- Just wanted to provide another update as to where we are in the process. We have made headway with the contract but a few months ago we came to an impasse where we thought it would be more beneficial to meet in person in an attempt to hammer out the final portions of the contract. Much like in the past our request have gone unanswered. The attached letter was sent on Monday by USPS and then emailed today in hopes that it would elicit a response so we could set up a meeting. As of this writing I have not heard from them but I remain hopeful.

Again, just wanted you aware we are still working on this and trying to move the contract forward. If anyone has questions, concerns or comments reference this please dont hesitate to bring them to my attention and I will do my best to address them.

Mark

Mark Leonard Town Manager
Town of Veazie
1084 Main Street
Veazie, Maine 04401
[207-947-2781](tel:207-947-2781)
mleonard@veazie.net

Confidentiality notice: the email message contained herein is intended only for the individual to whom or entity to which it is addressed as shown at the beginning of the message and may contain information that is privileged,

TOWN OF VEAZIE
1084 Main Street, Veazie, ME 04401
Phone: (207) 947-2781 Fax: (207) 942-1654



October 20, 2017

Shelley Winchenbach
400 Old County Road
Rockland, Maine 04841
shelley.winchenbach@charter.com

Via E-Mail and USPS

Dear MS Winchenbach,

The Town of Bar Harbor has informed me that they are at an impasse regarding some negotiation points, and repeated attempts to schedule a meeting with you and Spectrum's decision makers have been ignored. E-mails requesting such a meeting were sent to your attention on August 9, 2017, and a second request was sent on September 11, 2017. More than 60 days have passed since the August request, and we are still waiting for an answer from both of the request.

The Penobscot Consortium is very concerned about your (Spectrum's), apparent lack of interest, and lack of responsiveness, regarding the franchise renewal negotiations with Bar Harbor. This follows the same general pattern that the Penobscot Consortium experienced with Time Warner Cable, and quite frankly, we were hoping Spectrum would be much more responsive, and at least a little interested in renewing the many expired franchises represented by the Consortium.

We are confident that the Cable Act requires the cable provider to negotiate franchise renewals in good faith, and in a responsive, timely manner. Please consider this a formal request to meet and a response is requested with possible dates for this meeting.

Sincerely,

A handwritten signature in blue ink that reads "Mark Leonard". The signature is fluid and cursive, with the first name "Mark" being more prominent than the last name "Leonard".

Mark Leonard

Cc: Melinda Kinney Melinda.Kinney@charter.com
Mike Edgecomb edgmi@sewall.com
Steve Cornell steve@barharbormaine.gov

On Wed, Oct 25, 2017 at 8:49 AM, Angus Jennings <townmanager@hampdenmaine.gov> wrote:

Mark,

Thanks for the update.

As you may have seen the following email came through the listserv recently:

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

From: Christopher Hall <MTCMA-Members@mmaaffl.org>

Date: Thu, Oct 19, 2017 at 11:16 AM

Subject: RE: Marijuana Hearing Request

To: MTCMA-Members@mmaaffl.org

Good morning,

Bristol received a letter this week from our cable franchisee, Charter Communications (a/k/a Spectrum or TimeWarner) notifying us that the public access channel we use for broadcast of town meetings and boards, Lincoln County Television / Channel 7, is to be moved next month to the new location of channel 1301. The Government Access Channel is now to be 1303.

Not exactly locations we would expect viewers to surf through the channels to find! The local station has not been consulted or given any option, although they have built up a brand as Channel 7 over the years.

Bristol's Selectmen voted last night to send a letter of protest to Charter – not with much expectation that a single town would be heard or change their decision. But here are my questions to anyone with information:

- Is this a state-wide move by Charter?
- Are any other towns proposing to protest?

26 - Are towns that are renegotiating, or that will soon be renewing their cable franchises, willing to put placement of the Public Access channel on their list of demands?

Thanks in advance for any information –

Chris Hall

Town Administrator

Bristol

BristolTownAdm@tidewater.net

Hampden has not received similar notice (yet) but shares the concerns expressed in the email. If/when the Consortium is back "at the table" we'd like this topic included for discussion.

Thanks again,
Angus

**Re: Update**

1 message

Michael Edgecomb [REDACTED] Wed, Oct 25, 2017 at 9:03 AM
 To: Angus Jennings <townmanager@hampdenmaine.gov>
 Cc: Mark Leonard [REDACTED], Travi Roy [REDACTED], Steve Cornell [REDACTED],
 Bangor PDCC <paul.nicklas@bangorpdcc.com>, Mary Stuart [REDACTED], Manda Cushman [REDACTED],
 Gary Fortier [REDACTED], Bill Mayo [REDACTED], Donald Lagrange [REDACTED],
 Durlin Lunt [REDACTED], James Bradney [REDACTED], Ja on Ingall [REDACTED], Jeff Hammond [REDACTED],
 Karen Fussell [REDACTED], Kyle Severance <kyle.severance@bangorpdcc.com> Jeff Whalen [REDACTED]

Below is a follow-up to Angus's e-mail.

This is called channel slamming. Slamming moves a channel to a hard to locate location, in an attempt to have subscribers lose interest, as they will not be scanning through the channel while watching flipping through the local broadcast stations.

<http://www.multichannel.com/news/orphan-articles/pegs-push-back-channel-slamming/129981>

California, and Illinois have enacted laws to prevent this. Here is the text of the Illinois law.

Public, education, and government channels shall all be carried on the holder's basic cable or video service offerings or tiers. To the extent feasible, the public, education, and government channels shall not be separated numerically from other channels carried on the holder's basic cable or video service offerings or tiers, and the channel numbers for the public, education, and government channels shall be the same channel numbers used by the incumbent cable operator, unless prohibited by federal law. After the initial designation of public, education, and government channel numbers, the channel numbers shall not be changed without the agreement of the local unit of government or the entity to which the local unit of government has assigned responsibility for managing public, education, and government access channels, unless the change is required by federal law.

220 ILCS 5/21-601(f).

There is a movement going forward to have the Maine Legislature enact a similar law. Please see below:

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

From: Tony Vigue [REDACTED]
 Date: Tue, Oct 24, 2017 at 4:50 PM
 Subject: Forthcoming Charter PEG channel changes
 To: Berwick Town Manager [REDACTED], Town Of Lyman Lisa Vargas [REDACTED],
 [REDACTED], treasurer [REDACTED] <[REDACTED]@dayton-me.gov>, Joyce Wood <[REDACTED]>, Kevin Sutherland [REDACTED],
 [REDACTED], Michelle Bukoveckas [REDACTED], Georgia Humphrey [REDACTED],
 [REDACTED], Ryan Pinheiro [REDACTED], "Michael L. Edgecomb" [REDACTED]

Greetings friends,

Several towns in Lincoln County and elsewhere in Maine have recently received notices from Time Warner/Charter to the effect that that the PEG channels in their towns will soon be moved from their traditional locations on the channel guide up to the 1300 block of channels. This is being done in conjunction with the elimination of their analog signals as a cost saving measure.

The result is that you will need to rent a cable box to view your local community television channels no matter what kind of television you have. Your Public, Educational and Governmental channels will no longer be easily accessible for viewing municipal and school board meetings and other community events.

I have begun a dialog with Representative Beth O'Connor who serves on the Energy, Utility and Technology Committee, Senator Bill Diamond, Kate Dufour at the Maine Municipal Association and Sally Hebert, President of the Community Television Association of Maine to elicit suggestions for countering this terrible decision by Charter, who has done this in other states as well.

<http://acomunitytv.org/2014/10/charter-slams-northbridge-massachusetts-peg-channels-in-violation-of-franchise-agreement/>

<http://acomunitytv.org/2014/07/charter-slams-peg-channels-and-gouges-municipalities/>

I have also consulted with my legal resource in Washington, DC, Tillman Lay http://www.spiegelmc.com/professionals/Tillman_Lay and he has provided me with some suggestions that I will be discussing with MMA tomorrow.

One Town, Bristol, is writing a letter of protest to Charter and more will follow. They may be needed as part of the process to reverse the decision, I will keep you posted.

Thank you in advance for your interest and assistance.

Tony Vigue

On Wed, Oct 25, 2017 at 8:49 AM, Angus Jennings <townmanager@hampdenmaine.gov> wrote:

Mark,

Thanks for the update.

As you may have seen the following email came through the listserv recently:

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Date: Thu, Oct 19, 2017 at 11:16 AM

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Bristol's Selectmen voted last night to send a letter of protest to Charter – not with much expectation that a single town would be heard or change their decision. But here are my questions to anyone with information:

- Is this a state-wide move by Charter?
- Are any other towns proposing to protest?

TO: Hampden Town Council, Services Committee

FROM: Angus Jennings, Town Manager

DATE: November 10, 2017

RE: Agenda item 3.c, Town Center Crosswalks

At the time of the Finance Committee's vote on Monday to not authorize the recommended funding for engineering services for the town center crosswalks, I knew that it would be a significant challenge to proceed with the project in a timely and efficient way without engineering support. However I thought it may be possible.

I have since conducted additional research, and am now fully convinced that engineering services will be necessary in order to proceed with this project in a timely, efficient, cost-effective, and professionally competent manner.

One critical factor in my determination is the opportunity to coordinate the bidding of construction work for the crosswalks and flashing ped beacons with the Hampden Water District's bidding of the replacement of the 1A water main from Cottage Street to Western Ave. Superintendent Holyoke intends to bid out the work in December and has offered to include the crosswalks as an add/alternate to the bid. We do not have the technical capabilities to prepare bid documents on this timeline. I expect that, by including the work within the HWD scope, the savings on contractor mobilization, MDOT permitting and interface, construction inspections/oversight, etc., will more than offset any near-term costs for engineering.

For reference, I have enclosed the bid documents from the crosswalk and beacons in Brewer. This illustrates the level of work that will be needed in order to professionally administer this project. I have also corresponded with the Brewer engineering department, MDOT personnel, and others regarding specific considerations relative to the proposed two crosswalk locations. Although the MDOT crosswalk specs would of course be included in any bid documents, these specs alone do not answer (or ask) many questions that will need to be answered in order for prospective contractors to price the work on an "apples to apples" basis, in order for MDOT to understand and approve what is proposed, in order to take into account how the crosswalks will interface with existing sidewalk infrastructure, proposed changed curb cuts (related to anticipated changes to Hannibal Hamlin Place approved recently by the Planning Board), and potential future infrastructure.

If the Services Committee sees fit to recommend reserve funding for this purpose, I would certainly welcome this. However, my focus is on getting this project done, and in the absence of any further action by the Council I intend to contract for the engineering services needed to complete this project in the most efficient, cost efficient, professional, and timely manner. I will be carefully reviewing what operating budget line item will support this expense, understanding that this will affect budgeted services to some extent. Based on the public safety and, in my opinion, moral imperative to get this project done timely, I will make this decision in a way that I believe best serves the Town of Hampden.

NOTICE TO CONTRACTORS

Bids are requested for the construction of a new crosswalk and installation of foundations for flashing beacons with associated improvements in the City of Brewer.

The project includes the installation of a new field basin and 6" storm drain, new granite curbing, installation of pole foundations, which will be provided by the City, paving, and striping.

Interested bidders may obtain bid information and specifications for the project by contacting Brewer Engineering Department at (207) 989-7800. For consideration, the attached bid form must be sealed in an envelope, distinctly marked, "2016 Proposed Crosswalk at South Main" and must be received at the Office of Jeremy Caron, Brewer Engineering Dept., 221 Green Point Road, Brewer, ME by 2:00 PM, Wednesday August 31, 2016. Any bids received after the date and time specified will not be allowed.

The work shall not commence until such time as the Contractor receives a notice to proceed from the City Engineer or his designee. The work is expected to begin on or about September 1, 2016 and be completed by November 15, 2016. The City of Brewer, Maine holds the exclusive right to reject or accept all or part of any or all bids received.

PEDESTRIAN CROSSING SIGN WITH AHEAD PLAQUE AND POST TO BE FURNISHED AND INSTALLED BY CONTRACTOR.

BLEND THIS AREA INTO EXISTING DRIVEWAY AND ROADWAY.

INSTALL 50 LF OF 6" STORM DRAIN SLOPE = 0.01

FORMER PUBLIC SAFETY LOT

8' CURB TIPDOWN (TYP.)

6" GM

SEE INSET

MEASUREMENT IS FROM THE CENTER OF FORMER SIGN POLE

INSTALL TYPE F BASIN RIM = 4.00 INV OUT = 0.00

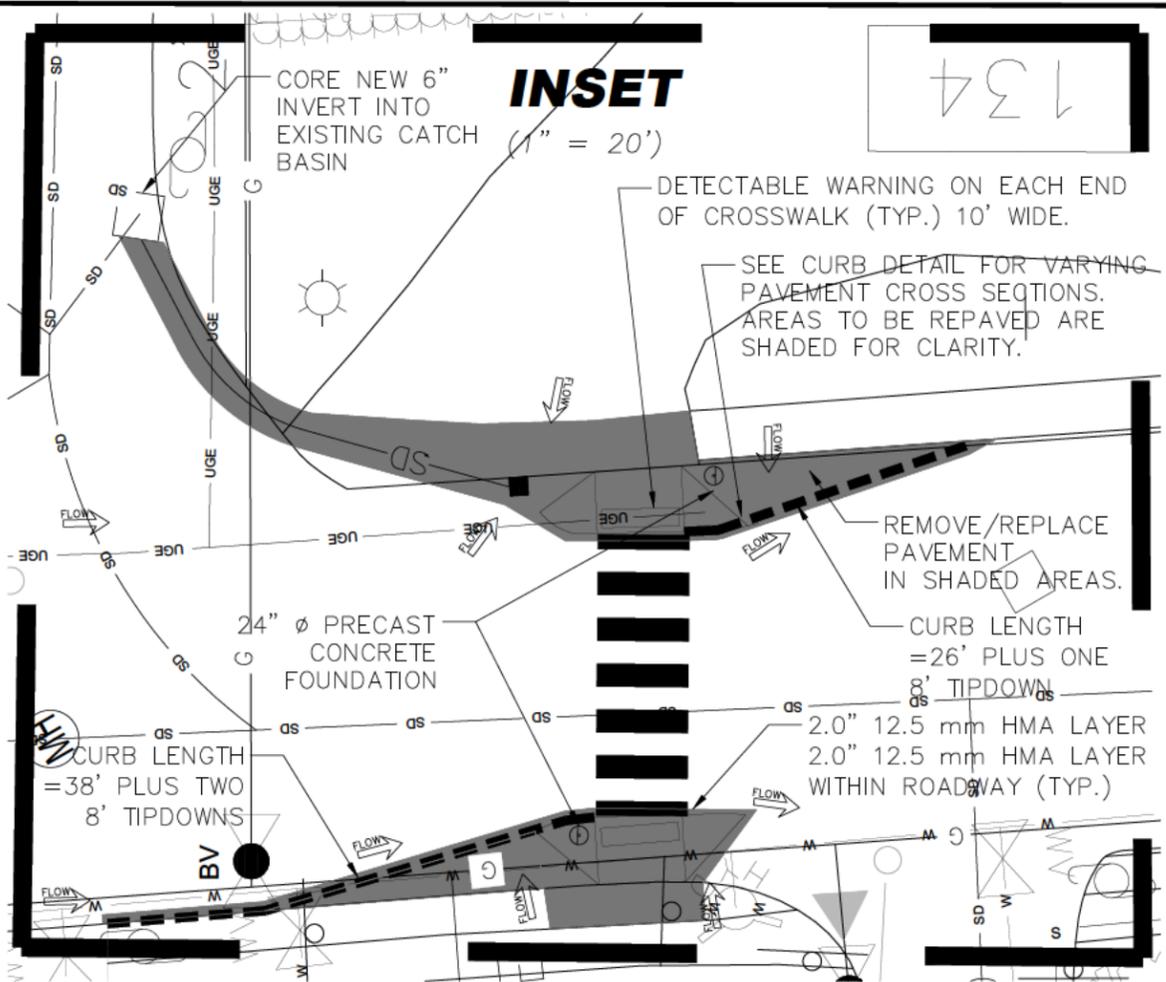
EXISTING CURB TO BE REMOVED IN THIS AREA

10' WIDE STRIPED CROSSWALK

BLEND THIS AREA INTO EXISTING ROADWAY.

PEDESTRIAN CROSSING SIGN WITH AHEAD PLAQUE AND POST TO BE FURNISHED AND INSTALLED BY CONTRACTOR.

EXISTING CURB TO BE REMOVED IN THIS AREA

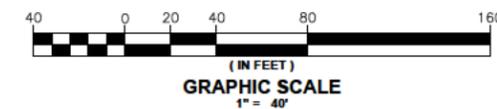


PLAN REFERENCE:

SOME INFORMATION ON THIS PLAN WAS DIGITIZED FROM PLAN BY BANGOR NATURAL GAS AS-BUILTS. UTILITY INFORMATION WAS TAKEN FROM VARIOUS SOURCES AND SHOULD BE CONSIDERED APPROXIMATE.

SITE PLAN NOTES:

1. CONTRACTOR SHOULD CONSIDER ALL UTILITY INFORMATION APPROXIMATE AND NOT COMPLETE. PROPER UTILITY LOCATION COMPANY SHOULD BE NOTIFIED AND CONTRACTED TO LOCATE ALL UTILITIES IN THE PROJECT AREA BEFORE ANY EXCAVATION BEGINS. NOTE: CITY OF BREWER WATER, SEWER, AND STORMWATER ARE NOT PARTICIPATING MEMBERS OF DIG-SAFE.
2. SEE MAINE DOT STANDARD DETAIL 608 (02) FOR FURTHER INFORMATION ON CONSTRUCTION OF DETECTABLE WARNING.
3. POLE FOUNDATIONS SHALL BE INSTALLED ON 8" CRUSHED STONE BED. CONTRACTOR SHALL VERIFY THAT FOUNDATIONS ARE INSTALLED LEVEL AND TRUE. PRECAST FOUNDATIONS WILL BE FURNISHED BY THE CITY AT THE LANDFILL SITE ON ELM STREET.
4. EXACT LOCATION OF SIGN INSTALLATIONS TO BE FIELD DETERMINED.



| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |

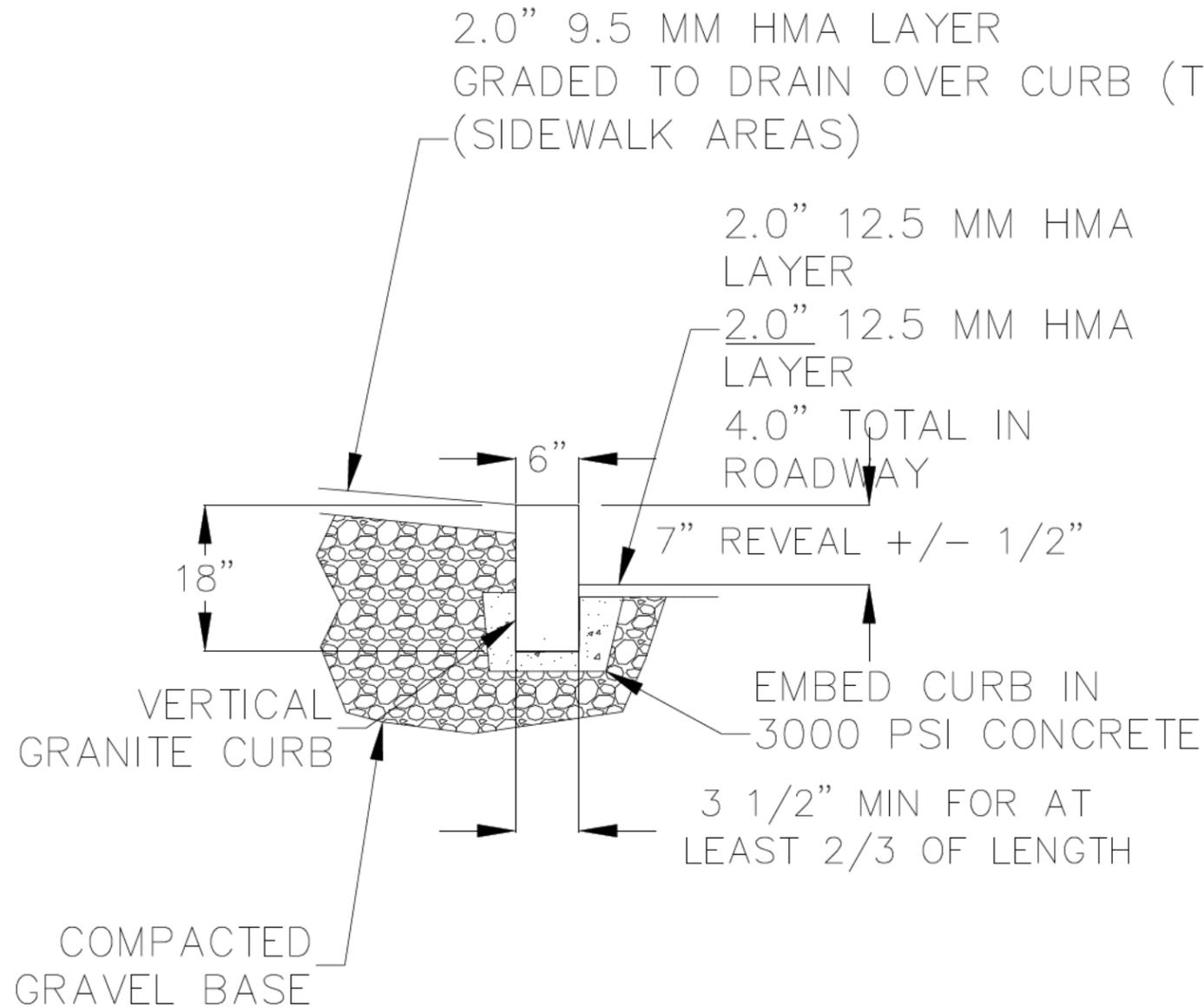


CITY OF BREWER
 ENGINEERING DEPARTMENT
 221 GREENPOINT ROAD
 BREWER, ME 04412
 PHONE: 989-7800
 FAX: 989-8024

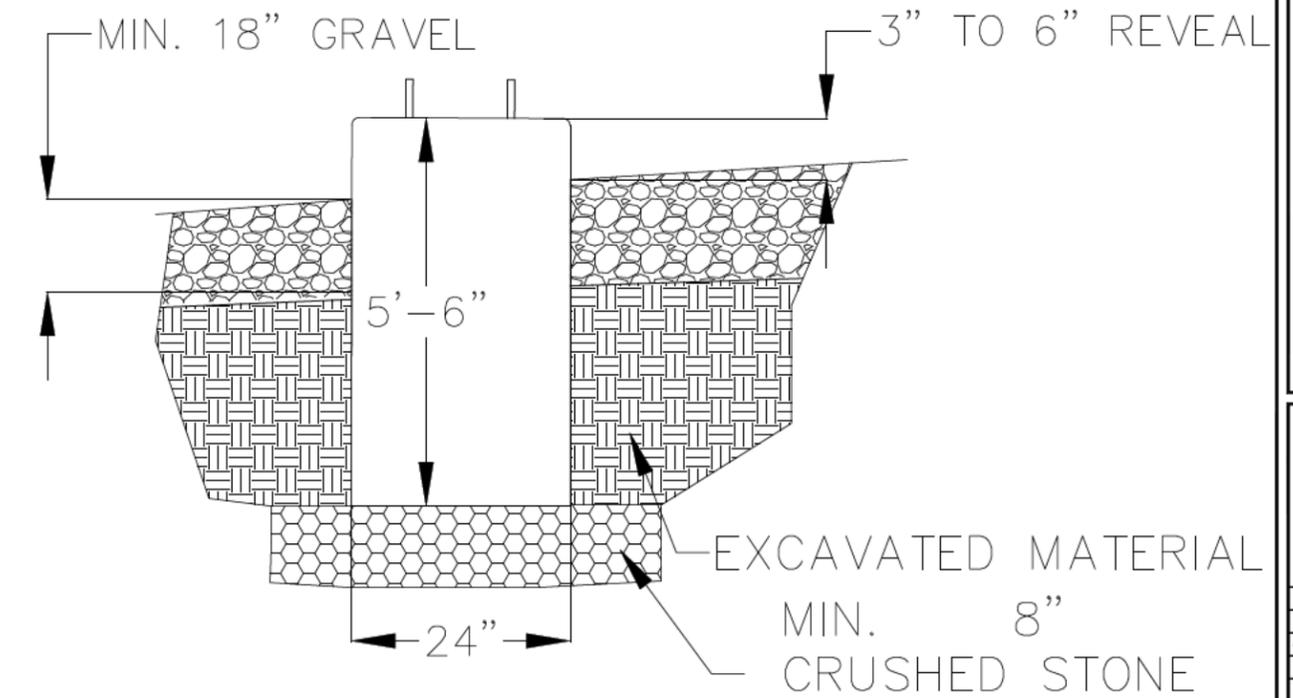
MAPLE AND HARDY STREET
 SOUTH MAIN STREET
 BREWER, MAINE 04412
 PROPOSED CROSSWALK ON SOUTH MAIN

REGISTERED PROFESSIONAL'S STAMP

DESIGNED BY: JEC
 DRAWN BY: JEC
 CHECKED BY: FH
 DATE: AUGUST 5, 2016
 PROJECT NO.: 16-0004-01
 FILE NAME: SITE PLAN



VERTICAL TYPE I GRANITE CURB
NOT TO SCALE



CONCRETE FOUNDATION DETAIL
NOT TO SCALE

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
| | | |
| | | |



CITY OF BREWER
ENGINEERING DEPARTMENT
221 GREENPOINT ROAD
BREWER, ME 04412
PHONE: 989-7800
FAX: 989-8024

MAPLE AND HARDY STREET
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SHEET 2 OF 2
OF TOTAL SHTS

CITY OF BREWER
CONTRACT DOCUMENTS
FOR
Maple and Hardy Streets
Proposed Crosswalk on South Main
BREWER, MAINE

August 5, 2016

CITY OF BREWER, MAINE
Proposed Crosswalk on South Main

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NOTICE TO CONTRACTORS

Bids are requested for the construction of a new crosswalk and installation of foundations for flashing beacons with associated improvements in the City of Brewer.

The project includes the installation of a new field basin and 6" storm drain, new granite curbing, installation of pole foundations, which will be provided by the City, paving, and striping.

Interested bidders may obtain bid information and specifications for the project by contacting Brewer Engineering Department at (207) 989-7800. For consideration, the attached bid form must be sealed in an envelope, distinctly marked, "2016 Proposed Crosswalk at South Main" and must be received at the Office of Jeremy Caron, Brewer Engineering Dept., 221 Green Point Road, Brewer, ME by 2:00 PM, Wednesday August 31, 2016. Any bids received after the date and time specified will not be allowed.

The work shall not commence until such time as the Contractor receives a notice to proceed from the City Engineer or his designee. The work is expected to begin on or about September 1, 2016 and be completed by November 15, 2016. The City of Brewer, Maine holds the exclusive right to reject or accept all or part of any or all bids received.

INFORMATION FOR BIDDERS

Crosswalk Construction

The work contemplated under the terms of this contract consists of the construction of a new crosswalk near Maple and Hardy Streets on South Main Street. Construction will shift a portion of the existing shoulder to a protected curbed area where a foundation base will be installed for future solar powered rapid flashers to be installed by others. Foundation bases will be provided by the City, the foundation bases will need to be transported by the Contractor to the site from the City landfill on Elm Street. Pavement will be removed and areas brought to grade with Type A gravel, granite curb with terminal ends installed, and paved as shown on plans. Other minor site work items include striping, and sign installation. Exact locations for the foundations and sign posts will be field determined at the time of construction.

Field Basin and 6" Storm Drain

A Type-F field basin will be furnished and installed by the contractor. A 50 foot run of 6" storm drain will leave the new field basin and a new invert will be cored into the existing catch basin on Maple Street for the 6" run to outlet to. The Contractor will be responsible for providing a water-tight connection for the new invert.

Traffic Control

The Contractor shall be responsible for providing all necessary flagmen, signs, barricades, and other safety devices necessary to control and direct traffic during construction operations. Two way traffic shall be maintained throughout the project.

Timing

All work under this Contract is to be completed by November 15, 2016.

Withdrawal of Bids

The Owner may consider informal, any bid not in accordance with the provisions hereof and may waive any informalities in, or reject any or all bids. Any Bidder may withdraw his bid prior to opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw his bid within thirty days after the actual opening.

Bonding & Liquidated Damages

No bid, payment, or performance bonds will be required as part of this project. No liquidated damages will be assessed for this project.

Qualified Bidder

The Owner may make such investigations that he may deem necessary to determine the ability of the Bidder to perform the work and the bidder shall furnish to the owner all such information and data for this investigation as the Owner may request. Conditional bids will not be accepted. The Owner reserves the right to reject any bid after evidence submitted, or investigation of such Bidder fails to satisfy the Owner, in its sole opinion, that such Bidder is properly qualified to carry out the obligations of the Contract.

Bidders Obligation

At the time of the opening of the bids it will be presumed that each bidder will have inspected the site and will have read and be thoroughly familiar with the plans and Contract Documents, including all addenda. Failure or omission of any Bidder to receive and examine any form, instrument, or document will not in any way relieve the successful Bidder from any obligations in respect to his bid.

Definitions

The terms used in this Contract shall have the following meaning: The Owner shall mean the City of Brewer, Maine; the Engineer shall mean the City Engineer or his duly authorized representative; the Contractor shall mean the individual, firm or corporation to whom the Contract has been awarded or any of his subcontractors working for or under his direction.

Responsibility of Bidder

Each Bidder must inform himself fully of the conditions relating to the proposed construction. Failure to do so will not relieve the successful Bidder of his obligation to furnish all materials necessary to carry out the provisions of the Contract Document and to complete the contemplated work for the consideration set forth in his bid.

Work Under City Engineer

All work in connection with this project shall be under the administrative overview of the City Engineer as detailed in Section 27 of the General Conditions and all decisions by him pertaining to the new construction shall be final and binding. It shall be the responsibility of the Contractor to establish and maintain such layout as may be required to properly complete the work.

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation must be in writing addressed to the City Engineer, 221 Green Point Road, Brewer, Maine 04412 and to be given consideration must be received by August 26, 2016. Any and

all such interpretations and any supplemental instructions will be by written addenda to the specifications, which, if issued, will be mailed or emailed to all prospective bidders (at the respective addresses of the prospective bidders) not later than August 29, 2016. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder of his obligation under the bid submitted. All addenda so issued shall become a part of the Contract Documents.

The Bidder is advised that (1) the construction terms and conditions set forth in the Contract Documents will be rigidly enforced, and (2) it is the intentions of the Owner to maintain full time inspection during the period of construction and only first quality materials and workmanship will be accepted.

The City of Brewer is a municipal corporation duly organized under the laws of the State of Maine and therefore is not required to file proof of exemption of the Maine Sales Tax.

Utility Location

Contractor is to have the proper utility location service provide location of the existing utilities in the area of the project. The Contractor is advised that the City of Brewer is not a participating member in Dig -safe and will need to be contacted separately for sewer, water, and storm drain locations in the area of the project.

Basis of Award

The bid will be awarded to the lowest bidder deemed qualified and responsive by the Brewer City Manager or City Council.

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as ("a corporation", or "a partnership", or "an individual", circle as applicable).

To the City of Brewer, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposed to perform all work for the "Proposed Crosswalk on South Main" in Brewer, Maine, in strict accordance with the Contract Documents, within the time set forth therein, for the lump sum fee of \$_____.

By submission of this Bid, each BIDDER certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with a competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed.

BIDDER acknowledges receipt of the following addendum:

We have examined the specific ations and being familiar with all of the conditions surrounding the construction of the propos ed project including the availability of materials and labor; hereby propose to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated.

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of prices, which may be ordered by the Engineer, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor.

SECOND: To begin the work on or before September 1, 2016 unless the City of Brewer shall authorize or direct a further delay, and will progress therewith to its completion before November 15, 2016.

Should additional work be added to this contract the contract time will be extended proportionately.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal are those named herein, and that this Proposal is made without collusion with any other person, firm or corporation.

Respectfully submitted this _____ day of _____, 20____

IF AN INDIVIDUAL, SIGN HERE:

Signature of BIDDER _____

Address _____

IF A FIRM OR PARTNERSHIP, SIGN HERE:

Signature of BIDDER _____

Name of Firm or Partnership _____

Business Address _____

IF A CORPORATION, SIGN HERE:

Name of BIDDER

Authorized Signature/Title

Business Address _____

Corporate seal must be
affixed in this
space.

Incorporated under the Laws of the State of _____

Officers of _____ President

The _____ Secretary

_____ ss:

Before me, personally appeared _____ and acknowledged that the
signature to the preceding bid is his signature in his official capacity.

Date

Notary Public

**ALL CORPORATIONS MUST COMPLETE THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority was given to the officer of the corporation to sign this bid on behalf of the corporation.)

Date:

The above is a true copy of the records of the _____

_____ Corporation, which records are in my legal custody.

Official having Custody of Records

_____ ss:

Before me appeared _____ of the

_____ Corporation, and made oath that the

above statement is true.

Notary Public

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016 by and between the City of Brewer, hereinafter called "OWNER" and _____ (an individual or a partnership or a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete Proposed Crosswalk on South Main as directed by the City Engineer.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein, except for items specifically identified as being furnished by the Owner.
3. The Contractor will commence the work required by the CONTRACT DOCUMENTS no later than September 1, 2016 and will complete the same before November 15, 2016 unless the period for completion is extended otherwise by the CONTRACT.
4. The quoted lump sum fee for the completion of all work shown on the project plans is (\$ _____).
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - Notice to Contractors
 - Information for BIDDERS
 - Bid

- Agreement
- General Conditions
- Notice of Award
- Notice to Proceed
- Maintenance of Traffic Specifications
- “Maple and Hardy Street Proposed Crosswalk on South Main” Plan Set (Sheets 1-2)

ADDENDA:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

6. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS THEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:
CITY OF BREWER

By _____

Name Stephen Bost
(Print or Type)

CONTRACTOR:

By _____

Name _____
(Print or Type)

Address: _____

(Seal)

ATTEST:

By _____

(Seal)

ATTEST:

By _____

Name _____

Title _____

GENERAL CONDITIONS

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DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR,

manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the work.

4. DRAWINGS AND SPECIFICATION

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.

Any discrepancies found between the DRAWINGS and SPECIFICATIONS site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The

ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from CONTRACT DOCUMENTS. The approval of any shop drawings which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or sample submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted

standards, as required and defined in the CONTRACT DOCUMENTS or as directed by the City Engineer.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness.

The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have to access the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK, in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWING or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their

unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone who acts for any of them to be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss.

The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely be responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME WITHIN thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction of the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices.

- b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

15.5 If in the opinion of the ENGINEER the progress of the WORK is such that the completion date of the CONTRACT cannot be met, for causes other than those provided for in Article 15, he may request the CONTRACTOR to provide additional men and equipment, additional hours, or both. The cost of all shall be borne by the CONTRACTOR.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume the WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all

expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (one a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payment shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Up on substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK

which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER, may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER, shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS/Irrevocable Letter of Credit or other sureties held by the City.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupation sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by any person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that

coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUB CONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND/ Irrevocable Letter of Credit or other securities acceptable to the City in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS/ Irrevocable Letters of Credit shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS)/ Irrevocable Letter of Credit or other security acceptable to the City, such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the

performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUB CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them maybe liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefits acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDER, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in

additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUB CONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relationship between any SUBCONTRACTOR and the OWNER. (Revised 2-16-83, PN 869)

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT (Revised 2-16-83, PN 869)

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. (Revised 2-16-83, PN 869.)

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request

for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations. (Revised 2-16-83, PN 869.)

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

NOTICE OF AWARD

TO: _____.

PROJECT DESCRIPTION: Proposed Crosswalk on South Main

The OWNER had considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids date _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_16_.

CITY OF BREWER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____ This, the _____ day of _____, 20__.

By _____

Title _____

NOTICE TO PROCEED

To: _____ Date: _____
_____ Project: Proposed Crosswalk on South Main
_____ Fiscal Year 2017

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2016 ____, on or before _____, 20 16 ____, and you are to complete the WORK by _____, 2016__.

CITY OF BREWER

By _____

Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____,

this the _____ day

of _____, 20 ____.

By _____

Title _____

MAINTENANCE OF TRAFFIC

A. GENERAL

Description. This Work shall consist of furnishing, installing, maintaining and removing traffic control devices necessary to provide reasonable protection for motorists, pedestrians and construction workers in accordance with these Specifications and the Plans.

Traffic control devices include signs, signals, lighting devices, markings, barricades, channelizing, and hand signaling devices and flaggers.

B. MATERIALS

All traffic control devices shall conform to the requirements of Part VI of the latest edition of the MUTCD unless otherwise provided herein.

All signs, barricades, drums and vertical panel markers shall be reflectorized with construction grade reflective sheeting. Both the orange and white areas of drums, barricades and panel markers shall be reflectorized.

Material for construction signs shall be high density, overlaid "Douglas Fir Plywood", conforming to Commercial Standard CS 45-60, "Douglas Fir Plywood", published by the U.S. Department of Commerce, or an approved equal.

Signs Only signs with symbol messages conforming to the design of the MUTCD shall be used unless the Engineer approves the substitution of word messages.

652.05 Other Devices Vertical panel markers shall be 10-1 orange and white striped, 8 inches wide by 24 inches high. Cones shall be orange in color and when at night shall be reflectorized on the conical portion with at least 174 square inches of white construction grade reflective sheeting.

Drums shall be of metal, plastic or other yielding material and shall be approximately 36 inches high and a minimum of 18 inches in diameter. There shall be 2 reflectorized orange and 2 reflectorized white stripes at least 4 inches wide on each drum.

Type I barricades shall be 8 feet in length with an 8-inch wide rail mounted 3 feet above the ground. Type II barricades shall be 2 feet in length with two 8-inch wide rails. The top rail shall be mounted 3 feet above the ground.

C. CONSTRUCTION REQUIREMENTS

Prior to starting any work on any part of the project adjacent to or being used by the traveling public, the Contractor shall install the appropriate traffic control devices in accordance with the Plans, specifications and the latest edition of MUTCD. Part VI. The Contractor shall continuously maintain the traffic control devices in their proper position, clean, legible and in good repair throughout the duration of the work. If notified that the traffic control devices are not in place or not properly maintained, the Contractor may be ordered to immediately suspend work until all deficiencies are corrected.

No equipment or vehicles of the Contractor, his subcontractor or employees engaged in work on this contract shall be parked, stopped on lanes carrying traffic, or on lanes or shoulders adjacent to lanes carrying traffic, at any time, except as required by ongoing work operations.

All work areas in or adjacent to the roadway shall be protected by vertical panel markers, barricades, drums, cones, as shown on the plans or as directed by the City Engineer. Channelization shall be continuous in both directions for the length of the project in all areas where the centerline strip is not effective.

Installation of Traffic Control Devices. Easel-mounted signs shall be erected so that the bottom of the sign is a minimum of 3-feet above the traveled way. Post-mounted signs shall be erected so the bottom of the sign is between 5 feet and 7 feet above the travel way. Signs may be mounted lower or higher to fit the situation when authorized by the Engineer.

Cones shall be either weighted or nailed, but if weighted shall not be weighted with tires unless the tires have been radially sliced to a maximum of one-half their original thickness.

Vertical panel markers shall be mounted with the top of at least 4 feet above the traveled way.

Drums shall not be weighted on the top. Drain holes shall be provided to prevent water from accumulating in the drums. Drums may be weighted with loose dry sand.

The Contractor shall maintain the devices in proper position and clean them as necessary.

The Contractor shall replace damaged traffic control devices with devices of equal quality, as directed by the City Engineer.

Traffic Control. The Contractor shall provide a roadway width as specified or as directed. Vertical panel markers, drums, cones or striping shall be used to clearly delineate the roadway through the construction area as directed.

The traffic control devices shall be moved or removed as the work progresses to assure compatibility between the use of the traffic control devices and the traffic flow. Traffic control devices which become unnecessary shall be immediately removed from use.

D. FLAGGERS

As called for on the traffic control plans, or as necessary to provide safe passage for the public, the contractor shall furnish flaggers to control traffic through or around work areas.

Orange clothing, such as a vest, shirt or jacket and hard hats shall be furnished for and worn by flaggers. For nighttime conditions similar outside garments shall be reflectorized and lighted hand signal devices shall be used.

Only signals which conform to the latest revision of MUTCD, Part VI, may be used.

While flagging, the flagger should stand either on the shoulder adjacent to the traffic being controlled or in the barricaded lane. At a spot obstruction, the flagger may stand on the shoulder opposite the barricaded sections to operate effectively. Under no circumstances shall the flagger stand in the lane below that used by moving traffic. The flagger should be clearly visible to approaching traffic at all times and should stand alone.

When conditions do not allow for proper approach sight distance of a flagger or storage space for waiting vehicles, additional flaggers shall be used that the rear of the backlogged traffic or at a point where approaching vehicles have adequate stopping sight distance to the rear of the backlogged traffic.

E. WARNING LIGHTS

Warning lights shall be installed at locations designated prior to any work being done the portion of roadway being used by traffic. Upon installation, all warning lights shall remain in continuous operation during the life of the project unless otherwise authorized.

When a suitable 120 volt AC power service source is available within 500 feet of the designated warning light location, power operating flashing lights shall be installed. Two alternately flashing lamps shall be mounted approximately 24 inches apart.

When a suitable 120 volt AC power service source is not available, battery-operated flashing lights may be erected. Four flashing lamps shall be mounted approximately 6 inches above the sign spaced approximately 12 inches apart.

The power service connections shall be installed to the satisfaction of both the power company and the Engineer. The Contractor shall make all necessary arrangements for the power service connections and be responsible for all charges incurred thereby, including power charges. The Contractor shall also be responsible for all outstanding bills from the electric power company for preliminary work done by the electric company for the power service connection.

When batteries are required for battery-operated flashing lights, they shall be provided by the Contractor as necessary.

F. MEASUREMENT AND PAYMENT

All work under this item shall be incidental to the work and shall include all labor, equipment, and materials for performing the work.

TO: Hampden Town Council, Services Committee

FROM: Angus Jennings, Town Manager

DATE: November 10, 2017

RE: Agenda item 4.a, Public Safety Strategic Plan

Please find enclosed the Hampden Public Safety Five-Year Strategic Plan. Sergeant Bailey and Lt. Lundstrom will present the plan at Monday's meeting, and following the Committee's consideration I also look forward to placing this item on an upcoming Town Council agenda for broader public presentation.

I will not be looking for specific Committee referral on certain aspects of the plan that would have future budget implications (i.e. level of force changes over time, as Chief Rogers had presented at the February 2017 annual Goals Setting session). However, I recommend that Councilors' consider the plan's recommended changes – focusing in particular on those that would require Council support in future Town budgeting. Starting these conversations now is expected to ensure that, leading up to the FY19 budget process, there is adequate time for full consideration of potential force level changes.

Hampden Public Safety



FIVE-YEAR STRATEGIC PLAN

2018-2023

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Introduction

Hampden Public Safety is a progressive public safety agency providing police, fire, emergency medical and code enforcement services for the citizens of Hampden. Our core belief is to work in partnership with the community to provide services that enhance the quality of life for all citizens. To assist in identifying and providing those services, Hampden Public Safety endorses a thorough and complete strategic planning process.

The strategic planning process seeks to answer the following questions:

1. Where are we now? (What are our strengths, weaknesses, opportunities and threats?)
2. Where do we want to be? (5 years)
3. How will we get there? (What are our goals? What is our plan to reach those goals?)
4. How will we know when we get there? (What are our performance measures?)

A strategic plan is used to set priorities and allocate resources toward a common goal. It's intended to serve as a guide, subject to adjustments, to reflect the changing environments in which the agency must operate. An effective strategic plan not only guides toward a common goal, but identifies when success has been accomplished.

The employees of Hampden Public Safety are committed to using the strategic plan as a guide to accomplish the vision of the agency, "To enhance the quality of life for all citizens."

Strategic Planning Methodology

1. Complete a SWOT analysis (Strengths, Weaknesses, Opportunities and threats). A SWOT analysis is a comprehensive assessment of the internal and external factors that affect the agency and its ability to provide public safety services.
2. Hampden Public Safety Supervisors meet monthly to discuss agency issues. The broad strategic goals were developed over several months of discussion and deliberation on the future direction of Hampden Public Safety.
3. Supervisors met with employees and received feedback on specific objectives for each of the goals. The objectives are the specific tasks and activities identified to assist the agency in obtaining the goals.
4. The Hampden Public Safety Advisory Committee reviewed the goals and were given the opportunity to provide feedback and input. The committee is made of citizens who meet regularly to discuss, support and provide input on a variety of public safety issues.
5. Supervisors collated the input from employees and citizens. The goals and objectives were finalized and composed into a workable plan.
6. Progress made toward attainment of goals and objectives will be discussed at each monthly supervisor meeting. If needed, modifications to the plan can be made then.

Hampden Public Safety Today

Hampden Public Safety provides police, fire, emergency medical and code enforcement for the citizens of Hampden. The department is led by a Public Safety Director.

Police Department: Consists of 11 full-time officers and several reserve officers. There are three Sergeants, one of which is assigned to Hampden Academy as the School Resource Officer. One of the full-time officers is assigned to the Maine Drug Enforcement Agency and another has the role of Investigator. The Investigator handles sex crimes and other complex criminal investigations. There are 1.5 officers per 1,000 residents. In 2014, the national average was 2.3 and the New England average was 2.2.

Fire Department: Consists of 11 full-time employees, most licensed at the paramedic level and several call (part-time) firefighters. There are three lieutenants with one responsible for fire inspections. Two other paramedic/firefighters are responsible for code enforcement and building inspections.

- **Fire Inspector/Health Inspector-** Reviews all fire and life safety issues. Investigates Health Officer related complaints and serves as the alternate Building Inspector and Code Enforcement Officer.
- **Code Enforcement Officer/Plumbing Inspector-** Reviews all land use, shore land use and other zoning related issues. Review, permit, and inspect all internal plumbing and SSWD installations. Manages Code Enforcement Division workflow and serves as an alternate Fire and Building Inspector.
- **Building Inspector-** Reviews any Maine Uniform Building and Energy Code (MUBEC) issue. Review, permit, and inspect all buildings for MUBEC Compliance and serves as an alternate Plumbing Inspector.

Geography/Population Trends

The Town of Hampden is located along the Penobscot River, has 39 square miles and approximately 101 miles of roadways. Hampden is home to Regional School Unit #22 which comprises the towns of Hampden, Winterport, Newburgh and Frankfort. Currently there are approximately 2,200 students in the school district. Hampden has a significant residential base with several small sub-divisions scattered throughout the community. Hampden is home to several businesses ranging from local hardware stores, to a Federal Postal Processing Plant. Hampden has two large fuel companies and a trucking company responsible for hauling heavy industrial fuels, chemicals, and building materials. Hampden will soon be home to a 144,000 sq. ft. solid waste processing and recycling facility.

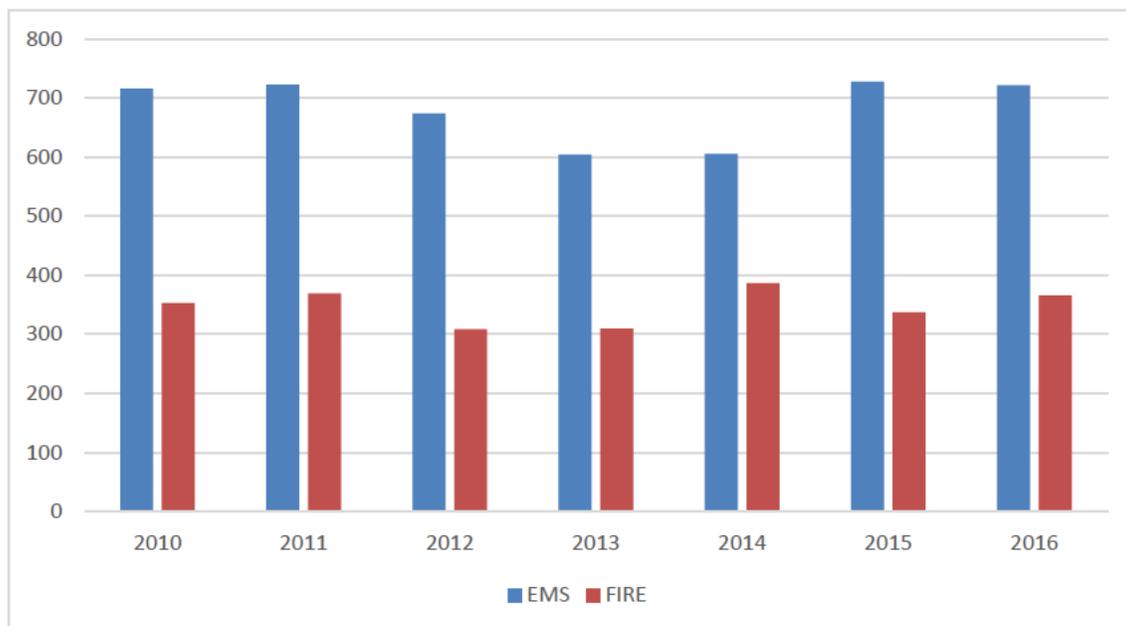
The population of the Town of Hampden grew from 6,328 in 2000 to 7,257 in 2010, an increase of approximately 15%. The estimated population in 2014 was 7,392.

In January of 2017, OnlyInYourState.com highlighted the 10 best cities in Maine to raise a family. Hampden was chosen as #1.

Workload Trends

Fire/EMS

Hampden Fire/EMS-2010-2016



The calls for service, as measured by a computer-aided dispatch program, ranged between a low of 308 in 2012 to a high of 369 in 2011. Fire calls for service include building and cooking fires, hazardous material spills and other incidents requiring the response of a fire engine.

The EMS calls for service, also measured by a computer program, ranged from a low of 604 in 2013 to a high of 727 in 2015. In 2012, Hampden Ambulance stopped conducting primary Advanced Lifesaving Support to neighboring communities. This likely accounted for a brief reduction in calls from 674 in 2012, to 604 in 2013 and 605 in 2014. The call volume increased substantially in 2015 to 727. EMS calls for service include personal injury accidents, medical emergencies, search and rescue and other citizen requests for transport to the hospital.

Workload Trends: Police

Police-2010-2016

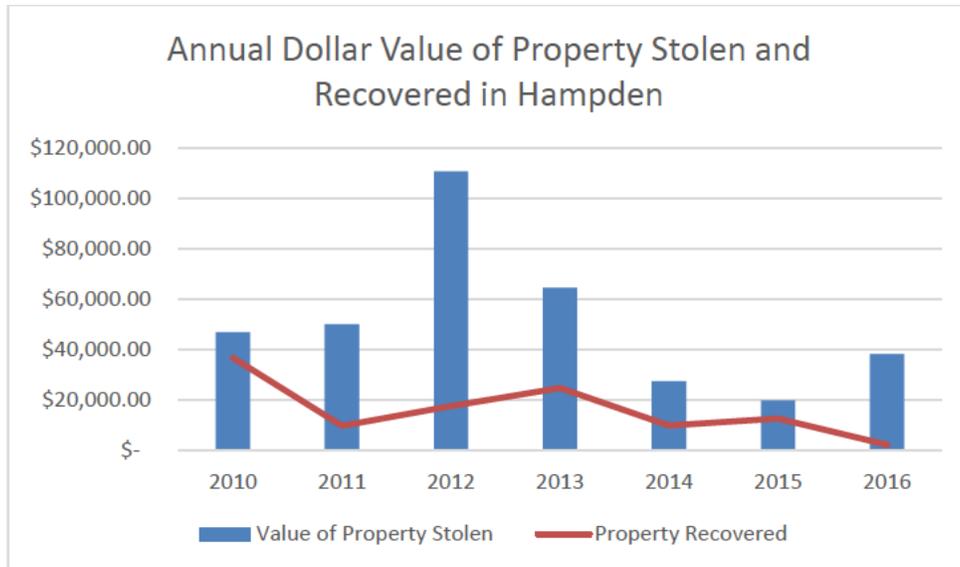
Total Hampden Police Department calls for service, as measured by the Penobscot County wide computer-aided dispatch (CAD) program, ranged from a 4148 in 2015 and 2016 and 5084 in 2011. Calls for service include any report to Hampden Public Safety, criminal charges, citizen assists and self-initiated activity.

Crime Trends - Index Crimes



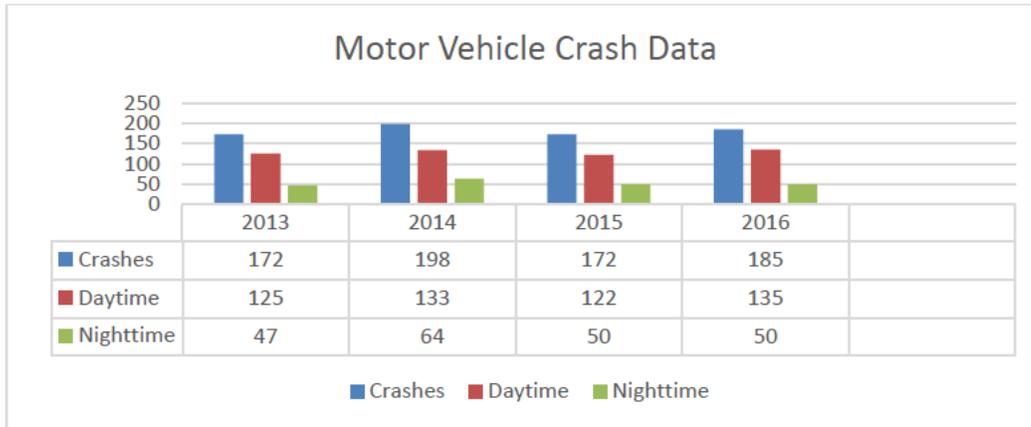
The FBI collects data from all law enforcement agencies. This program is known as “UCR” (Uniform Crime Reporting). The data collected is **limited to the offenses of murder, forcible rape, robbery, assault, burglary, larceny, motor vehicle theft, and arson**. The data is used to measure trends and distribution of crime throughout the country.

The crime index offenses were chosen for measuring purposes because combined, they represent the most common problems. Crimes are further broken down into a violent crime category (murder, forcible rape, assault, and robbery), or a property crime category (burglary, larceny, motor vehicle theft, and arson).



It's important to note that UCR data collected is based solely on police investigation as opposed to final dispositions. One should also keep in mind that there is a vast array of crimes committed daily that do not fall into either of the two recognized UCR categories; and therefore, are not indexed under this program. More information about the UCR Program may be found here: http://www.maine.gov/dps/cim/crime_in_maine/cim.htm

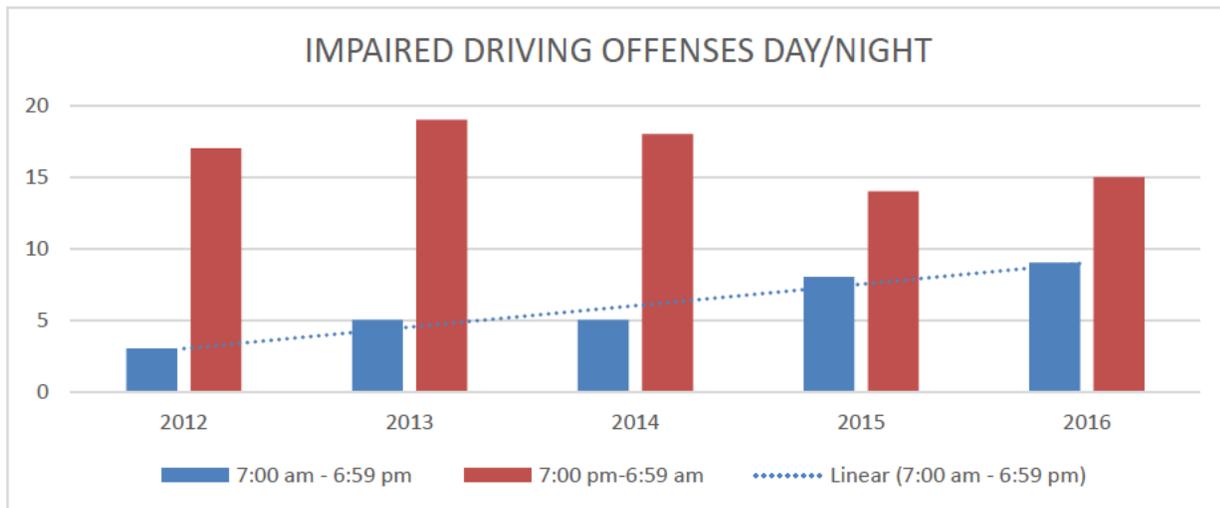
Traffic Trends



Motor vehicle crashes have been consistent over the past four years.

Driving/Operating Under the Influence

Between 2012 and 2016, Hampden saw an average of 22.4 arrests per year for driving under the influence of intoxicants. One component changed dramatically in 2015 and 2016, when we saw increase in the number of offenses occurring during the daytime hours (7:00 am – 7:00 pm). The number of OUI offenses occurring during the daytime hours ranged from 10-17.39% between 2012-2014. However, in 2015, that percentage skyrocketed to 36.36%; and then increased even further, to 37.5% in 2016.



The fact that more people are driving while impaired, and doing so during the hours that businesses and schools are open, is a serious, community-wide safety concern.

Moving Violations

Between 2010 and 2016, Hampden Police Department issued nearly 12,000 traffic citations and warnings. This included nearly 900 citations for speeding and more than 200 seatbelt citations.

Capital Improvement and Equipment

A key component to a multi-year strategic plan is to identify capital improvement projects and long-range equipment needs. Hampden Public Safety has identified the following projected expenditures:

| <u>ITEM</u> | <u>APPROX. COST</u> | <u>REPLACEMENT DATE</u> |
|------------------------|---------------------|-------------------------|
| Police Vehicle | \$17,000 | 2017-2018 |
| Radios | \$30,000 | 2022-2025 |
| Fire Engine | \$400,000+ | 2023 |
| Air Bottles | \$10,000 | 2020 |
| Ambulance | \$200,000 | 2026 |
| Thermal Imaging Camera | \$10,000 | 2016-2018 |
| Handguns | \$6,000 | 2019-2020 |
| Cardiac Monitor x 2 | \$80,000 | 2028 |
| Pickup Truck | \$40,000 | 2018-2020 |

Grants

Hampden Public Safety has been extremely successful over the last several years in securing grants for equipment, training, and enforcement-related activities. The following is a list of some of the equipment obtained through grants:

- Brush Truck-\$118,750
- Repeater, antenna, and associated communication equipment -\$6,311
- Taser-\$777
- Ballistic Shield-\$1,136
- Air Packs-\$59,850
- Physical Fitness-\$7,952
- Cascade System-\$38,000
- Jaws of Life-\$44,888
- Turnout Gear-\$16,378

Hampden Public Safety personnel will continue to seek grant opportunities to further enhance the equipment, training and ultimately the service to our citizens.

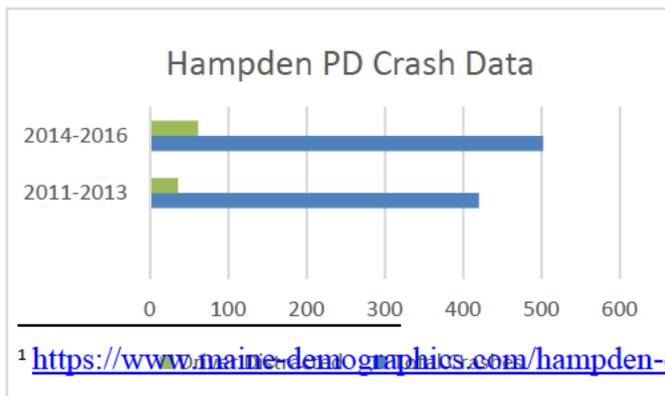
Emerging Activity

Fraud: The use of the internet, cell phones and other technology to facilitate criminal activity has increased over the last several years. Scammers attempt to obtain personal and bank account information under false pretenses and/or through intimidation.

Alzheimer's/Dementia: The State of Maine has the highest median age in the country. (44.2) The median age for residents of the Town of Hampden is 42.6.¹ Hampden Public Safety has seen an increase in Alzheimer's and Dementia related calls for service. The calls include medical emergencies and search and rescue.

Opiate Epidemic: In 2016, the State of Maine averaged one overdose death per day, totaling 376. This is a 39% increase over 2015, when 272 deaths were recorded.² The Hampden Police Department began carrying Narcan in each of its vehicles in 2016. Narcan has been administered fourteen times by Hampden Public Safety personnel since 2012, including twice by a police officer; and 2,380 times across the State of Maine in 2016 alone. This number is up from 1565 in 2015.³ The Town of Hampden has experienced two Fentanyl related overdose deaths since 2015. The opiate epidemic has also been a factor in criminal activities such as burglaries and thefts.

Distracted Driving: In 2015, 3477 people were killed and 391,000 were injured in motor vehicle crashes resulting from distracted driving⁴. In 2016, there were 3,395 crashes in Maine attributed to distracted driving. Of those, 191 were fatalities. 20% of the 3,395 crashes involved a driver talking, texting, or otherwise operating an electronic device.⁵



In Hampden, we have seen an increase in the number of crashes caused by distracted drivers. Between 2011 and 2013, 8.6% of the total crashes were determined to have been caused by distracted driving. Between 2014 and 2016, that percentage increased to 12.4%.

¹ <https://www.maine-demographics.com/hampden-demographics>

² <http://bangordailynews.com/2017/02/02/news/state/a-deadly-record-maine-averaged-more-than-an-overdose-death-per-day-in-2016>

³ <http://www.pressherald.com/2017/04/11/maine-breaks-record-for-drug-overdose-deaths-in-2016/>

⁴ National Highway Traffic Safety Administration

⁵ <http://wgme.com/features/drive-safe/pay-attention-7-stats-about-distracted-driving-you-cant-ignore>

Community Services

Hampden Public Safety endorses a customer service philosophy toward its citizens. The following services are offered:

- Residential and business property checks.
- Fingerprinting for employment
- Telecare Program (See Appendix #1)
- Good Neighbor Program (See Appendix #2)
- School Resource Officer at Hampden Academy
- Chimney Inspections
- Blood Pressure Clinics
- CPR/First Aid Courses
- EMS Clinical Rotation Site
- Rx Drug Collection
- Hampden Public Safety Citizen Advisory Committee
- Coffee with Hampden Public Safety (See Appendix #3)
- Motor vehicle lockouts
- Smoke Alarm/Red Cross Program (See Appendix #4)

Our Vision

To enhance the quality of life for all citizens.

Our Mission

The Hampden Public Safety Department is committed to creating a safe environment for all citizens. This is done by working in partnership with the community to identify and resolve public safety concerns. All Hampden Public Safety employees are devoted to providing professional and progressive fire, medical and police services.

Statement of Values

Hampden Public Safety employees will:

- Be accountable and responsive to the public.
- Display a high level of integrity in the performance of their duties.
- Be honest, sincere and compassionate.
- Strive for excellence.
- Treat citizens and co-workers with respect.
- Promote safety in all aspects of the job.
- Work cooperatively with citizens to address public safety concerns.

Goals

1. **CRIME:** A reduction in crime is an expectation of citizens. This can be done by building trust and developing partnerships with the community. Reducing crime increases the feeling of safety and improves the quality of life for all citizens.
2. **COMMUNITY OUTREACH:** Building partnerships with the community is an essential component of an effective public safety department. Actively seeking opportunities to engage citizens builds trust and legitimacy thus improving the effectiveness of public safety services.
3. **TRAFFIC SAFETY:** In 2014, over 32,000 lives were lost in the United States as a result of a traffic crash. The impact of these tragedies adversely affects states, communities, neighborhoods and families. Hampden Public Safety will work with citizens to promote vehicle, bicycle and pedestrian safety.
4. **RECRUITMENT AND RETENTION:** Hiring and retaining highly skilled, trained and community minded employees is a core component to the success of Hampden Public Safety. Supporting individual growth and skill development will empower employees to provide an exceptional public safety service to the community.
5. **PRE-INCIDENT PLANNING:** Identifying and recognizing hazardous situations before a critical incident occurs is essential to the safety of the community. Hampden Public Safety will collaborate with organizations, businesses, schools and other entities to identify and develop plans to prevent, mitigate, respond to and recover from hazardous incidents.
6. **RESPONSE TO SERVICE:** A safe and timely response promotes the protection of lives and property. Hampden Public Safety will monitor and strive to improve the response time to calls for service.
7. **PUBLIC EDUCATION:** Providing educational opportunities to all demographics of the community is essential. A citizen armed with public safety knowledge can reduce the risk of becoming a victim of crime and/or a fire and medical related incident.
8. **TECHNOLOGY/EQUIPMENT:** Technology is constantly evolving and expanding. Hampden Public Safety will seek to utilize the latest technology advances in order to engage and educate citizens.
9. **PROMOTE HEALTH AND WELLNESS:** Healthy employees are more productive and able to provide the highest quality service to citizens. Hampden Public Safety will promote and encourage a healthy lifestyle for all employees.

Plan for Attainment

GOAL 1: Crime

1.1 Reduce crime, the fear of crime, and the causes of crime to help improve the quality of life for all citizens.

Performance Measures:

- Uniform Crime Reports
- Crime Rates
- Clearance Rates
- Spillman Data
- Citizen Surveys

Objectives:

- Attend area crime and drug meetings, and disseminate information to all officers.
- Utilize drug intelligence information to obtain search warrants and build cases.
- Conduct more vigorous bail searches, particularly when affiliated with felony offenses.
- Improve citizen notifications related to crime trends, possibly utilizing the electronic sign.
- Identify crime trends more quickly and make patrol adjustment accordingly.
- Promote Tip Line on Facebook, Twitter, Hampden Highlights, etc.
- Investigate the acquisition of a tracking dog.
- Use Hot Spot mapping to monitor crime trends.
- Provide officer training on crime scene processing. All officers should attend a basic crime scene processing course.
- Obtain Maine Law Enforcement Accreditation.

GOAL 2: Community Outreach

2.1 Build trust and legitimacy through continued conversations with citizens, and work with the community to identify and resolve public safety concerns.

Performance Measures:

- The number of community outreach opportunities
- Social Media
- Citizen Advisory Committee
- Citizen Surveys

Objectives:

- Use social media to notify residents of crime trends.
- Improve public safety website.
- Put vignettes on social media.
- Link website to Facebook.
- Encourage citizens to follow us on social media applications. Put information on business cards.
- Post pictures of public safety employees on social media.
- Provide information to residents via the town newsletter.
- Conduct citizen survey every 3 or 4 years. *(See Appendix 5 for Sample of 2011 Survey)*
- Determine and keep updated a list of community resources. (food cupboards, drug resources)
- Host an Open House annually with demonstrations to highlight equipment and skills.
- Continue to promote smoke detector installation program with American Red Cross.
- Investigate other social media opportunities.
- Continue and expand the Good Neighbor Program.
- Host an annual Citizen Public Safety Academy.

GOAL 3: Traffic Safety**3.1 Reduce the number of injuries and property damage related to traffic crashes.****Performance Measures:**

- The number of traffic crashes
- The number of traffic related contacts, i.e. warnings, summonses etc.
- The number of traffic stops

Objectives:

- Develop a traffic safety policy that assigns responsibilities to responders.
- Pursue traffic related grants, focusing on one each year.
- Consistently use the electronic sign.
- Conduct directive patrols in high-crash zone areas. Monthly reports on dates, times and locations.
- Provide traffic-related information to the public through the website, Facebook, and other social media.
- Consistently evaluate high traffic and crash areas. Communicate with the Department of Transportation regarding engineering and signage issues, etc.
- Encourage active traffic law enforcement.

GOAL 4: Recruitment and Retention

4.1 Hire and retain highly skilled, trained, and community-minded employees, and support their personal growth and skills development.

Performance Measures:

- Monitor longevity and turnover.
- Review size and caliber of applicant pools.
- Utilize employee evaluations and encourage feedback.

Objectives:

- Maintain pay and benefits at competitive rates, and slightly above other similar agencies.
- Allow employees to seek training to develop skills and knowledge.
- Accentuate benefit package in job advertisements.
- Continue monthly training program for call department members.
- Implement a “Career Day” at Hampden Academy or UTC with involvement of the Live-in student.
- Actively advertise call department opportunities via social media.
- Increase full-time fire/EMS staffing to 12-13 employees.
- Increase full-time police staffing to 12 employees.

GOAL 5: Pre-incident Planning

5.1 Identify and develop plans to prevent, mitigate, respond to, and recover from hazardous incidents.

Performance Measures:

- The number of hazards identified.
- The number of plans developed.
- The number of hazardous incidents.

Objectives:

- Gather information, building layouts, and hazards within the business community.
- Complete pre-plans for 75% of businesses in town.
- Plan for catastrophic events such as ice storms, chemical spills, etc.
- Conduct active shooter training every two years.
- Review and modify responses to alarms when necessary. (residential and banks)
- Provide education and training to pharmacies and banks regarding robberies, and coordinate response plans with them.

GOAL 6: Response to service

6.1 Respond to calls for service in a safe and timely manner.

Performance Measures:

- The number of public safety vehicle traffic crashes.
- Response times.

Objectives:

- Fire and EMS personnel shall maintain a two-minute exit from the building during day shifts, and three minutes on night shifts.
- Improve run cards to quickly facilitate activation of adequate resources.
- Ensure PRCC has current response information. (hydrant locations, identifications, GPM, etc.)
- Help increase the number of addresses clearly marked with numbers by promoting the house numbering program on the website and social media.

GOAL 7: Public Education

7.1 Provide public safety related educational opportunities to all citizens to help improve safety and reduce crime.

Performance Measures:

- The number of educational opportunities provided.
- The demographics reached.
- The number of citizens attending educational opportunities.
- Spillman data.
- Uniform Crime Reports.

Objectives:

- Begin and maintain a relationship with the Hampden Business Association.
- Consistently provide public safety educational programs at the junior high level.
- Increase use of social media and website for educational purposes.
- Provide on-going communication with citizens regarding current public safety trends.
- Implement monthly CPR/First-Aid classes to citizens.
- Visit each school a minimum of three times annually for public education.
- Host quarterly sessions with the elderly communities to provide information and education. Reach out to senior housing locations.
- Promote Home Box.

GOAL 8: Technology

8.1 Implement technology to enhance community engagement and the effectiveness of public safety services.

Performance Measures:

- Timely fulfillment of FOAA requests.
- The number of technological advancements.

Objectives:

- Install a monitor in the apparatus bay to track responding resources.
- Acquire proximity access for station doors.
- Acquire automatic timers with close features for apparatus bays.
- Make officers aware of NESPIN and MIAC equipment. Provide a list.
- Acquire a use-of-force simulator. Seek grant funds.
- Acquire Body Worn Cameras. Seek grant funds.
- Acquire more sophisticated and elaborate cameras for the police vehicles. Send someone to training on the use.
- Acquire mapping equipment for accident reconstruction. Seek grant funds. Send someone to training on the use.
- Acquire crime scene processing kits for each police vehicle.
- Obtain Hot Spot Mapping software to assist with tracking crime and crash trends.
- Update the roads layer sent to the State of Maine Office of GIS to include speed limits.
- Acquire an “I am Responding” computer in the television room and apparatus bay.

GOAL 9: Promote Health and Wellness

9.1 Create a work environment where good health and wellness is encouraged and promoted.

Performance Measures:

- Reduction in work place injuries.
- Reduction in the use of sick time.
- Successful completion of physical fitness standards.

Objectives:

- Develop a measurable wellness program.
- Host a wellness seminar annually and discuss topics including PTSD and dealing with stress, etc.
- Improve the hearing protection policy.

- Utilize Wellness Works programs through Maine Municipal Association. Present at the yearly public safety training.
- Promote the use of the Lura Hoit Pool.
- Provide more incentives to reach fitness goals. In lieu of the yearly assessment, employees provide documented gym sessions for a pre-determined period.
- Hire a fitness instructor to provide education on fitness and nutrition, along with the option of individual meetings to formulate fitness plans.
- Offer extra incentive to employees who complete the yearly assessment in the 70th percentile.

Hampden Public Safety Recommends TELECARE Program for Elderly Residents Living Alone

Hampden Public Safety has partnered with TELE CARE, a free daily call reassurance program offered to area elderly residents living alone.

We recognize that aging is not always graceful, and it certainly isn't easy. We all want to remain independent for as long as possible. Knowing that someone will speak with you (or your loved one) every Monday through Friday is a comforting reassurance.

TELECARE is absolutely free. A volunteer will have daily telephone contact with the enrolled member (Monday-Friday). If they are unable to reach you, they will let us know; and we will stop by your residence to see if you need assistance.

It is our goal to deliver the highest quality progressive services possible to all members of our community. The Good Neighbor Program was implemented in an effort to better serve residents with memory or cognitive impairments. We believe the TELE CARE program is an excellent additional layer of protection for our residents.

We urge all elderly folks living alone to take advantage of this free service.

TELECARE services are provided through Rosscare, an EMHS Member. For more information, or to enroll in the program, please contact them directly at 973-7848, or visit their website, www.rosscare.org.

Should you have any questions or concerns, please contact Sergeant Bailey at 862-4000, or email us at publicsafety@hampdenmaine.gov.

Appendix #1 – Telecare Program

GOOD NEIGHBOR PROGRAM

Purpose: Hampden Public Safety would like to provide support to families affected by Alzheimer's, related Dementia or other memory or cognitive impairment issues. This voluntary program is used to identify, monitor and assist families with the safety of their loved one.

How do I get started? The person with Alzheimer's, related Dementia or other memory or cognitive impairment issues, or an authorized person, can begin the process of enrolling the affected person in the Good Neighbor Program. The authorized person must submit documentation evidencing that person's authority, such as a Power of Attorney, Guardianship, or Advance Directive. The process begins by submitting a completed Participant Form to Hampden Public Safety.

Where do I get the Participant Form? The form is available at Hampden Public Safety; 106 Western Ave or on the website at <http://www.hampdenmaine.gov>.

What happens after the Participant Form is completed? The information on the Form will be made available to public safety personnel should the person become lost or reported missing. A member of Hampden Public Safety will also meet with the person and /or family to assist with providing resources if needed. The information on the Participant Form will be kept confidential by the Town of Hampden to the greatest extent permitted by law, including the privacy of health information under the Health Insurance Portability and Accountability Act (HIPPA).

How could the Good Neighbor Program be helpful? The person with Alzheimer's, related Dementia or other memory or cognitive impairment issues may leave that person's residence or other location either on foot or in a vehicle and be unsure how to get back. If someone calls to report the person missing, Hampden Public Safety will already have most of the required information, including a recent photo. This will expedite the search process and significantly increase the chances of bringing the person home safely.

Who qualifies for the Good Neighbor Program? Any Hampden resident with Alzheimer's, related Dementia or other memory or cognitive impairment issues.

Is there any cost to participate in the Good Neighbor Program? No. This is a service provided by Hampden Public Safety.

How long do I stay in the Program? The affected person will remain in the Program until the person, or an authorized person, provides the Town with written notice of withdrawal from the Program. Hampden Public Safety personnel will periodically contact the affected person, or the authorized person, to make sure that the information on the Participant Form is still accurate. The photo may also be updated.



Appendix #2 – Good Neighbor Program

*Coffee Break Café
is pleased to host a coffee session with
Hampden Public Safety.*

TUESDAY, JULY 18, 2017 7:30 AM – 8:30

Coffee Break Café, 75 Main Road North, Hampden

This is a wonderful opportunity for community members to meet and talk with some of Hampden Public Safety's personnel in a casual, relaxed, social setting.

- Do you have concerns about crime or traffic problems in your neighborhood?
- Would you like information about smoke detectors or fire extinguishers?
- Have elderly family or friends in town and wonder what resources are available?
- Need tips on the safe disposal of medications or diabetic sharps?
- Going away and need us to check on your home while vacant?

We encourage folks to stop by and join us for a cup of coffee. We welcome your questions, comments, concerns and criticism. We value your opinions, and rely on them to develop our services on community needs, and to ultimately attain our Vision—To enhance the quality of life for all citizens.

WE HOPE TO SEE YOU THERE!

Appendix #3 – Coffee with Public Safety

Smoke Alarms Save Lives

The Red Cross in Maine and
Hampden Public Safety are working
together to provide
FREE smoke alarms!

Smoke alarms
reduce your
chances of dying
in a fire by nearly
50 percent.

Hampden Public
Safety will install
**FREE smoke
alarms** and help
you create an
emergency escape
plan.



American Red Cross
Maine

To schedule an appointment for installation, call Hampden
Public Safety at 207-862-4000.

Appendix #4 – Smoke Alarm Program

Hampden Public Safety 2011 Satisfaction Survey

Police Synopsis

How much of a problem are the following issues in Hampden?

- Speeding (84.9%-moderate/big problem)
- Distracted Driving (73.6%-moderate/big problem)
- Drug Usage/Trafficking (72.4%- moderate/big problem)
- Underage Drinking (61.9%- moderate/big problem)

What police services do you feel are important to Hampden?

- Crime prevention programs (91.5%-important/very important)
- Checking on the welfare of senior citizens (91.5%-important/very important)
- Criminal investigation (91%- important/very important)
- Education programs in grades K-12 (90.8%- important/very important)
- Traffic enforcement (85.2%- important/very important)
- Drug enforcement (84.2%- important/very important)

How much impact do you think the following have in reducing crime around your property?

- Reduced availability of illegal drugs. (56.3%-big impact)
- More visible police presence. (47.4%-big impact)
- Willingness of citizens to report (41.9%-big impact)

Based on your personal experience with Hampden police officers, how would you rate them in the following categories:

follow-up, courteousness, response to initial call, knowledge, professionalism, respect for citizens, problem solving and appearance.

- All categories above 60% for good.
- Professional appearance was the highest at 79.6% for good.

How would you rate the overall performance of the police department?

- 74% of respondents rated overall performance as “good”.

Do you feel the police department is helping to raise the quality of life?

- 73.7% of respondents indicated “yes” on this question.

Appendix #5 – 2011 Satisfaction Survey Synopsis

Fire/EMS Synopsis

Based on your personal experience with Hampden Fire/EMS, how would you rate them in the following categories:

follow-up, courteousness, response to initial call, knowledge, professionalism, respect for citizens, problem solving and appearance.

- All categories above 69% for good.
- Response to initial call was the highest at 81.5% for good.

Which fire/ems services do you feel are important?

- Educational programs in grades k-12 (96.5%- important/very important)
- Community relations (96.5%- important/very important)
- Fire Extinguisher training (95.8%- important/very important)
- Fire prevention programs for adults (91.9%- important/very important)
- CPR/AED courses (91.9%-important/very important)
- Chimney inspections (90.4%- important/very important)
- 40% of respondents felt walk-in blood pressure checks was not important.

How would you rate the overall performance of the fire/ems department?

- 89.3% of respondents rated the overall performance as “good”.

To what extent do you know the firefighters/EMS providers?

- 13.1% know them by name
- 35.7% know them by face
- 51.2% don't know them at all

Do you feel the fire/ems department is helping to raise the quality of life?

- 80% responded with “yes”.

All things considered, I am happy with Hampden Public Safety.

- 78.5% agree
- 10.1% slightly agree
- 5.1% slightly disagree
- 6.3% disagree

TO: Hampden Town Council, Services Committee

FROM: Angus Jennings, Town Manager

DATE: November 10, 2017

RE: Agenda item 4.b, Policy Review, Hunting on Town Land

As the Council is aware, since my tenure began in August 2015 I have formalized the prior Manager's approach to allowing hunting on Town owned land.

When I was first approached by a hunter requesting such permission – which as I recall was during my first week on the job – I found a file including permissions to individuals signed by the former Manager. The permission form was the same as is used by private landowners to authorize hunting on their land.

I proceeded on this basis in the fall of 2015, but also formalized the approach in several way in order to manage the Town's potential risk, provide clarity to authorized hunters regarding land and other applicable restrictions, and establish a system with Hampden Public Safety to maintain records regarding authorized access such as in the event of questions about parked vehicles. I have also conducted limited research regarding what other Maine towns allow hunting on Town land, and subject to what (if any) limitations (such as liability waivers, bow-hunting only, etc.).

This season, seven people have requested (and received) authorization from my office to hunt Town land.

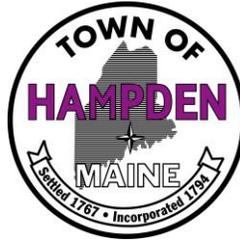
On November 2, my office was notified of a confrontation between an authorized hunter on the L.L. Bean parcel (which is far and away the most commonly requested land for permissions) and the property caretaker for the Ammo Park. Since that time, I have corresponded in substance with all involved parties, and with Chairman Marble have placed this item before the Services Committee as a venue for discussion of the current policy, including concerns that have been raised by MGD and the Calvary Apostolic Church. I have also conferred with Chief Rogers, who will be in attendance Monday.

There are a few areas I put forward for consideration relative to the L.L. Bean parcel:

1. My office can do a better job communicating to authorized hunters regarding where they should best park in order to access the land. This will ensure that hunters don't park at Ammo Park or on the private road accessing the Church. We're working to GPS specific locations so these can be added to mapping and communicated to authorized hunters.
2. It has been suggested that the Town post signs at the "trailheads" on the L.L. Bean property to notify the public that hunting is authorized on this land.
3. It has been suggested that the Town designate certain portions of the L.L. Bean property as "no hunting" – specifically, in proximity to the Church and access road. This makes good sense, and one of the authorized hunters has volunteered to assist in marking any such restricted location in the field.

At Monday's meeting, Chief Rogers, Chairman Marble and I all expect we'll find additional aspects of the policy that warrant discussion and potential refinement. An effort has been made to provide notice of the meeting to interested parties.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

Hunting on Town Owned Land Information Packet

From time to time, the Town receives requests for permission to hunt on Town-owned land.

There are seven Town-owned parcels in Hampden that will be considered for hunting permissions. The enclosed Map Book illustrates the parcels, including a summary map and a separate for each parcel.

In order to receive permission to hunt on Town-owned land, the following is required:

1. Complete a Landowner Permission Form (similar to what the Maine Dept. of Inland Fisheries & Wildlife recommends to hunt on private land);
2. Sign a Release of Claims, Indemnity and Hold Harmless Agreement;
3. Pay a \$15.00 fee in accordance with the Hampden Fees Ordinance.

The request may be for one or more numbered parcels in the Map Book.

The request may be for a specific date range, or for the entire hunting season up to the end of the calendar year. A new request form must be returned each calendar year for which permission is requested.

Upon receipt, the Town Manager will review the request and return a signed, approved copy, typically within one or two business days. A complete color copy of the 8-page Map Book will also be provided.

Once approved, the Landowner Permission Form is placed on file with the Hampden Police Department. This ensures that the Police Department knows that vehicles parked on site and that associated hunting activities are authorized.

Last updated: August 15, 2017

Hunting on Town Owned Land Information Packet

The Town of Hampden requires that all hunters seek permission prior to hunting on Town-owned land.

The form below is modeled on the courtesy cards prepared by the Maine Department of Inland Fisheries and Wildlife, Landowner Relations Program.

Land User's Section

I would like permission to use Town-owned land to:

ATV ____ Fish ____ Hunt ____ Snowmobile ____ Trap ____

Location of property (refer to Map Book): _____

Land User's Address: _____

City/Town: _____ Phone: _____

Vehicle License # _____

From: _____ to _____
Start Date *End Date (not later than Dec. 31)*

I agree to conduct myself as a true sportsman and to remember that access to property is a privilege to be earned and not a right.

Signed: _____ Date: _____
Land User

.....

Landowner's Name: Town of Hampden
Address: 106 Western Avenue, Hampden, ME 04444
Phone: 207-862-3034

Permission granted to: _____
Land User

Signed: _____ Date: _____
Town Manager

Town of Hampden
 106 Western Avenue
 Hampden, Maine 04444



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

Release of Claims, Indemnity and Hold Harmless Agreement

*****Please read this section thoroughly before completing and signing*****

I, _____, in consideration of the opportunity to hunt on land owned by the Town of Hampden ("Town"), do hereby forever release the Town, and all its officials, employees or agents (the "Releasees") from any and all claims, injuries, rights and causes of action that may arise, directly or indirectly, from my hunting activities, and all activities related thereto, on Town land. I hereby further covenant for myself, my personal representative, heirs and assigns, not to sue the Releasees, on account of any such claim, action, demand or liability. I further acknowledge that my acts as a hunter are voluntary and may expose me or my property to injury, damage or risks. I therefore am deciding to hunt assuming all risk of injury (or death) to my person or damage to my property arising from said hunting activities and assume and agree to pay all damages and costs that occur as a result of my hunting acts. I am fully aware that by signing this document I am releasing the Releasees from any and all liability.

I further agree to indemnify, reimburse, defend and hold harmless the Releasees against any and all legal claims and proceedings of any description that may be asserted, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries (or death) to myself or others, and/or property damage resulting from said hunting on Town land.

I am fully aware that by signing this document I am releasing the Releasees from any and all liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Releasees from all liability and to defend and indemnify the Releasees for liability relating to any accident, property damage, injuries and/or death that may occur as a result of said hunting on Town land.

This document shall be governed by and construed under the Laws of the State of Maine.

Name (Print)

Signature

Date

For persons under the age of 18, signature of Parent or Guardian:

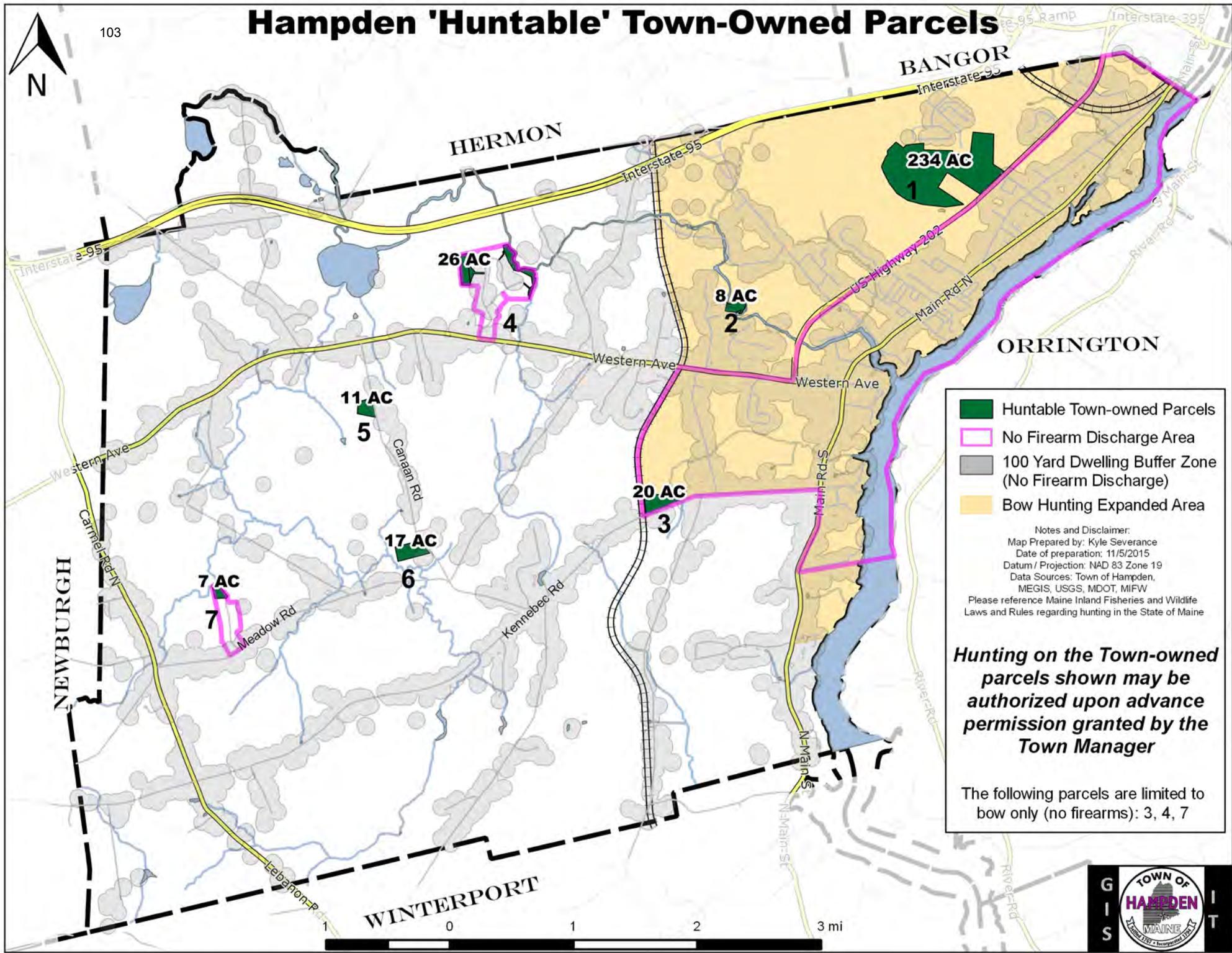
Name (Print)

Signature

Date

Hampden 'Huntable' Town-Owned Parcels

103

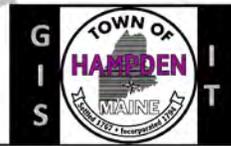


- Huntable Town-owned Parcels
- No Firearm Discharge Area
- 100 Yard Dwelling Buffer Zone (No Firearm Discharge)
- Bow Hunting Expanded Area

Notes and Disclaimer:
 Map Prepared by: Kyle Severance
 Date of preparation: 11/5/2015
 Datum / Projection: NAD 83 Zone 19
 Data Sources: Town of Hampden, MEGIS, USGS, MDOT, MIFW
 Please reference Maine Inland Fisheries and Wildlife Laws and Rules regarding hunting in the State of Maine

Hunting on the Town-owned parcels shown may be authorized upon advance permission granted by the Town Manager

The following parcels are limited to bow only (no firearms): 3, 4, 7





104

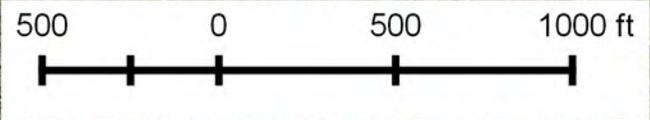
1

LL Bean Parcel



234 AC

-  Huntable Town Owned Parcels
-  Snowmobile Trail
-  Walking Trails



Crosby Way
Coolidge Ave
US Highway 202
Old Cour



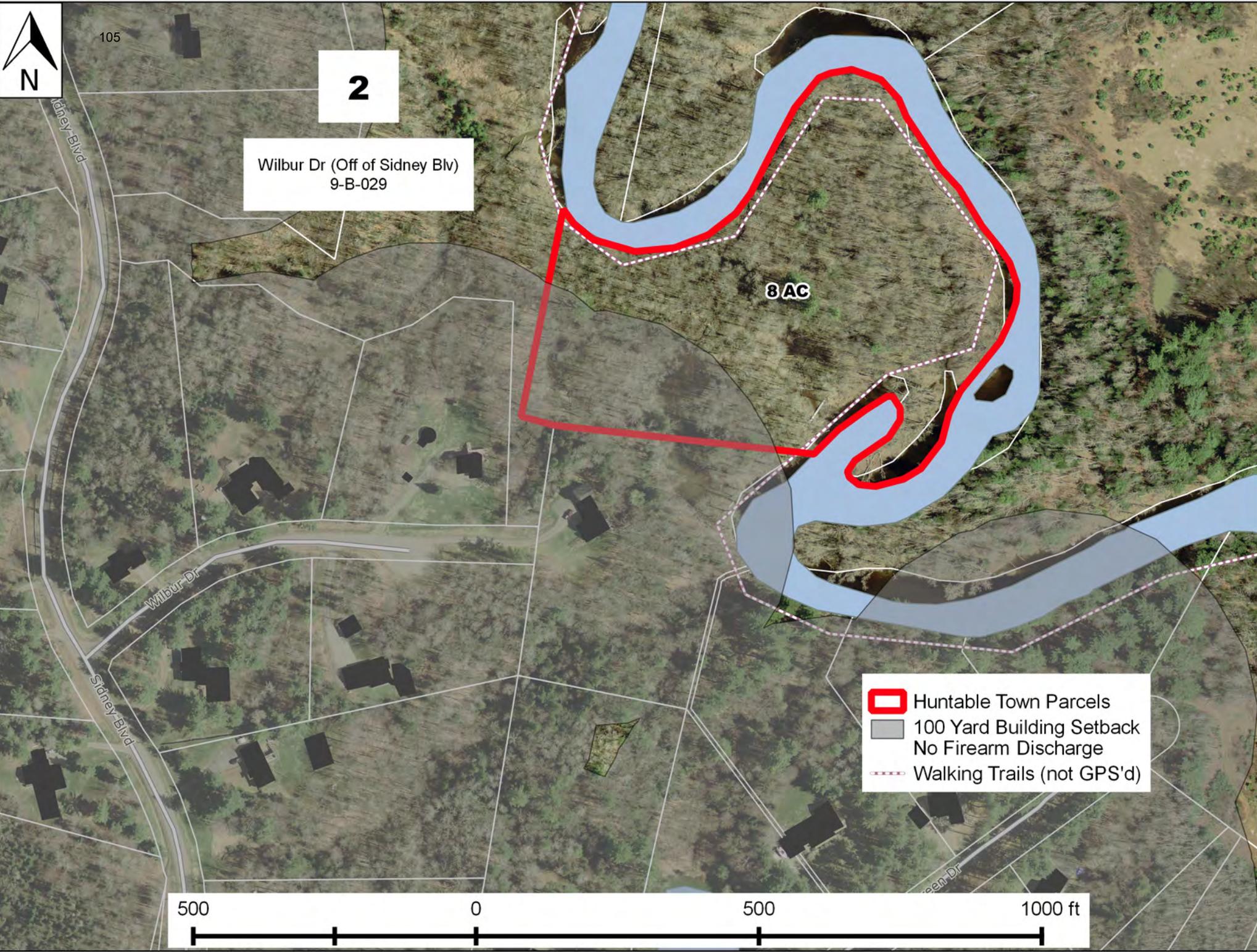
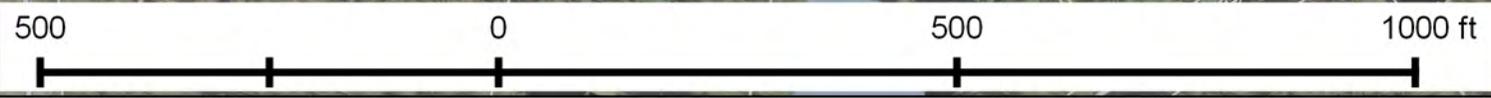
105

2

Wilbur Dr (Off of Sidney Blv)
9-B-029

8 AC

-  Hutable Town Parcels
-  100 Yard Building Setback
No Firearm Discharge
-  Walking Trails (not GPS'd)





106

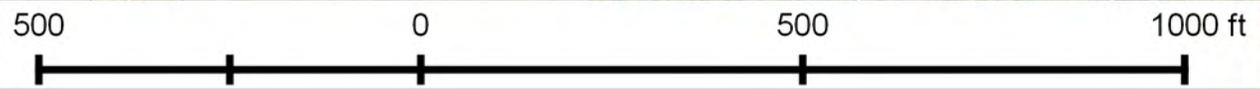
3

Kenebec Rd 'Snow Dump'
06-0-026

20 AC

-  Huntable Town Parcels (Bow Only)
-  100 Yard Building Setback No Firearm Discharge

By Town Ordinance, hunting is limited to bow only on this parcels (no firearms)





107

4

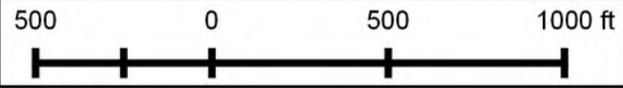
26 AC

Hawthorne Ridge Subivision
Dunton Circle, Silverdrift Trail

***By Subdivision
covenant, hunting
is limited to bow
only on these
parcels (no
firearms)***

 Hutable Town Owned Parcels
(Bow Only)
 100 Yard Dwelling Setback
No Firearm Discharge

Western-Ave
Dunton-Cir
Silver-Drift-Trail





08

5

Caanan Rd
08-0-001
Approximately half a mile
off Western Ave

11 AC

Caanan Rd

-  Hutable Town Parcels
-  100 Yard Building Setback
No Firearm Discharge
-  Snowmobile Trail





109

6

17 AC

Caanan Rd
05-0-021
Across from Public Works

 Hutable Town Parcels
 100 Yard Building Setback
No Firearm Discharge





7 AC

7

Graystone Dr Subdivision
(Off Meadow Rd)

***By Subdivision
covenant, hunting
is limited to bow
only on this parcel
(no firearms)***

-  Huntable Town Parcels
(Bow Only)
-  100 Yard Building Setback
No Firearm Discharge

500 0 500 1000 ft

