SERVICES COMMITTEE MEETING

<u>Monday, December 11, 2017</u>

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES

    a. October 10, 2017
    b. November 13, 2017

2. COMMITTEE APPLICATIONS

    a. Yvonne Lambert, reappointment to Library Board of Trustees
    b. James Feverston, reappointment to Pool Board
    c. Michael Jellison, reappointment to Pool Board

3. OLD BUSINESS

    a. Meeting with Town consultant regarding Town of Hampden Community Broadband Technology Plan – *Kyle Severance, GIS/IT Specialist, with Mark Ouellette, Axiom Technologies*
    b. Discussion of next steps in Pool site design and permitting; potential referral to Town Council for authorization of continued engineering and site permitting work on Lura Hoit Pool and Municipal Building Site
    c. Transfer Station Rules & Regulations – review of proposed changes – referral to Town Council for adoption

4. NEW BUSINESS

    a. Proposed contract renewal with Prentiss & Carlisle for completion of previously authorized timber harvesting on L.L. Bean parcel

5. PUBLIC AND STAFF COMMENTS

6. COMMITTEE MEMBER COMMENTS

SERVICES COMMITTEE MEETING

Tuesday, October 10, 2017

MINUTES – DRAFT

Attending:

Councilor Dennis Marble, Chair
Mayor David Ryder
Councilor Stephen Wilde
Councilor Ivan McPike
Councilor Terry McAvoy
Councilor Mark Cormier
Town Manager Angus Jennings

Rec Director Shelley Abbott
Jim Wilson, P.E., Woodard & Curran
Levi Husson & parents
Jane Jarvi
Jason Sharpe
Jim Dyer
James Lee
Other residents

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

1. **MINUTES**

   a. **September 11, 2017** – *Motion by Councilor McAvoy seconded by Mayor Ryder to approve the meeting minutes. Approved 6-0.*

2. **COMMITTEE APPLICATIONS** – *None.*

3. **OLD BUSINESS**

   a. **Discussion of potential next steps in Pool site evaluation and design; potential referral of one or more phases of concept plan(s) to Town Council for authorization of continued work toward engineering and site permitting for parking and potential expanded recreational facilities on Lura Hoit Pool and Municipal Building Site** – *Chairman Marble introduced the agenda item and turned it over to Manager Jennings, who summarized the materials in the packet and set out questions for Committee discussion. [See memo dated October 5, 2017, attached.] Chairman Marble asked members of the audience to listen to one another's perspectives, and opened the discussion by inviting Councilor comments.*

   Councilor Cormier said that, consistent with his approach to spending money, he is in favor of doing nothing. Councilor McAvoy agreed. Mayor Ryder asked whether stormwater infrastructure would need to be designed in order to get through DEP permitting. Jim Wilson, the engineering consultant on the project, said that anything proposed for construction would need to be engineered. He said the DEP permit is good for 4 years, but can be extended to 7 years for a small fee (about

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$100). The duration of the permit refers to when construction must begin. He noted that prior development on the site had not triggered the need for DEP approval under the Site Location of Development permit.

Councilor McPike asked, if we proceed with parking now, but want to add fields in the future, what would be involved. Mr. Wilson said that the permitting and design costs are somewhat higher for a smaller project, as a percentage of overall project budget. If a larger buildout was permitted by DEP, after 7 years DEP may want to look at it again, but this is unknown and would depend on whether regulations had changed during those 7 years, as well as what DEP staff may or may not do administratively. Councilor McPike asked for further clarification, and Mr. Wilson said that, in order to proceed with phase 1 (parking only), the design for full buildout would need to be at the 75% engineering level in order to establish grading and elevations that would be suitable for drainage design to take into account future buildout. He said the cost estimates he provided were in the right range.

Mayor Ryder asked to confirm that it would cost $360,000 to build Parking Lot A (on the plan set)? Mr. Wilson said yes, that is the estimate through construction.

Councilor Wilde said he'd like to see the issue go to a public (referendum) vote before proceeding with Phase 1. Mayor Ryder said he wanted to get the permitting and stormwater plan, cut the trees, and grade the land (noting that DPW could haul in tailings). He said that spending $360,000 for Phase 1 was not what he had in mind. He said we can live with a gravel parking lot for a while. Chairman Marble called for public comment.

James Lee from Sawyer Road said he wants to see any construction work bid out, and that having a bid document ensures that everyone is working with the same specifications. He said his biggest issue with the whole thing has been the community center. He said that Woodard & Curran had access to the community center plans from Hermon. He said that residents want to see the proposed plan for a community center.

Mayor Ryder said that we haven't officially had a proposed plan. He said he spoke with Hermon, got copies of their plan from [engineer] Jeff Brown. He said no one has any idea how that would proceed, and that it's all speculation at this point. He said that, if the stormwater was designed taking into account the area shown on the plan as a building footprint as impervious surface, it wouldn't need to be ripped out if that area was made impervious (whether by a building, parking lot or otherwise) in the future.

Mr. Lee said he likes some things about the plan but doesn't like that the Town is $8 million in debt.

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Mayor Ryder said we should get the permitting done.

Jim Dyer from the Recreation Committee said he had attended about 6 meetings on this subject, and commended Manager Jennings for providing the project background and framing the issues at each meeting. He commended Jim Wilson for coming up with thought provoking plans for a challenging site. He said there is lots of information, and everything seems pretty clear. Parking is a safety issue. Town recreation programs have seen major growth in participation. He has two primary interests: safety, and maximizing recreation opportunities. He said he thinks it makes sense to plan for the future (regarding stormwater design), noted that parking is a one-time expense, and encouraged the Services Committee to support the funding for permitting and design.

Jason Sharpe from the Recreation Committee expressed support for the plan, saying it's dangerous to have cars parked on Western Ave. He said he joined the Rec Committee for the kids. He remembers community projects when he was young, when volunteers did things with rakes and mowers. He supports moving forward with the plan, noting that due to current parking limitations only 2 of the 3 fields on the site can be used. We've cut the space by 1/3, and simply by bringing a third field back into use we could increase space by 50 percent. He noted that funds are set aside for the permitting.

Councilor McAvoy said the initial intent was parking. What he doesn't agree with is what it's become. He said it should be pulled back to parking.

Councilor McPike said what we're looking at is permitting. Mayor Ryder noted that, if the stormwater was designed for 150 spaces, we could build a lesser number – say 50 spaces – if that's what we have money for. Jim Wilson said that is correct.

Councilor McPike noted that some issues arise due to a general distrust of government. He said we have a responsibility to look ahead. There are moving parts ahead – the Skehan Center, the Library. As a community we need to have these discussions. He said he thinks we ought to continue with permitting for parking to allow us full use of the current facilities.

Mr. Dyer said it's a parking issue and a community facilities issue. He said the robocalls have been divisive, and said let's solve that safety issue.

Mayor Ryder said he'd like Woodard & Curran to prepare a budget proposal to bring the plan through permitting and design. Mr. Wilson spoke about the design and permitting process.

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Councilor McAvoy said he's confused about phasing, noting that there were 2 options presented. Manager Jennings said that the low cost (parking only) and the high cost (full buildout) were presented a "bookends" to illustrate the range of potential costs. Councilor McAvoy said he never understood that each subset was a phase of a larger plan. He said the plan should not show something if it's not actually proposed.

Chairman Marble said he thinks it is healthy that things are changing as we go through a public process.

Mr. Wilson said that Phase 1 is a subset of full buildout, and that his firm was tasked with determining the full build potential of the site. He said it is up to the Council to determine what is Phase 1. Councilor Wilde said that Woodard & Curran has done an exceptional job, and has done everything we asked them to do.

Jane Jarvi from the Recreation Committee said that prior Councils have done things to skirt the regulations, and that this Council has taken the longer view. She said the park at the Pool site was done with volunteer labor and grants. She urged the Committee to not go for a BMW or Cadillac, but for a Ford. Once we get the stormwater permitted, we can build parking. If one person is injured with the current situation, the Town liability is greater because the safety issue has already been identified. She said that Manager Jennings, Jim Wilson, and Rec Director Abbott have done a tremendous job.

Councilor Wilde said he remembers the safety issue, and that parking lots can create safety concerns too. He said the concept plan is a good starting point for a 20 year plan, but let's start with the parking issue. He said it would be easier to support spending the money if he know what the voters want. He said it's a lot of money and needs to go to the voters.

Mayor Ryder said that the money for permitting has already been budgeted.

Mr. Lee asked if money has already been budgeted toward constructing parking and Chairman Marble said no. Manager Jennings clarified that if the permitting were to be completed, and there was still money in this Recreation Reserve account, the funds would be eligible to be put toward construction costs if so voted by the Council. Mr. Lee said he would donate time and labor toward building the parking.

Councilor McPike said he supports the full build plan, and is fully in favor. He said he hoped that at some point it would go to referendum or otherwise be funded.

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Mayor Ryder asked if Mr. Wilson could give us costs for both – for permitting Phase 1 only, and for permitting the full buildout? Mr. Wilson said yes, noting that the design would be to a level needed for permitting, but would not result in construction bid documents.

Manager Jennings said that the Committee will need to establish a direction so that Woodard & Curran will have the information needed in order to prepare a scope of work and cost proposal. Mayor Ryder made a motion to invite Woodard & Curran to propose 2 costs, and Councilor McPike seconded. The vote was a tie, with Councilors McAvoy, Cormier and Wilde voting in opposition. As a tie vote, the motion did not pass.

Manager Jennings said he'd like to put the Council in a position to move forward, one way or another.

Councilor Wilde said why don't we just get a quote to proceed with permitting on the parking? Why get 2 quotes? He said that safety is the primary issue, and that voters should have a say.

Motion by Councilor Wilde, seconded by Councilor McAvoy, to invite a cost proposal to proceed with permitting and design for Phase 1 only.

During discussion on the motion, Councilor McAvoy asked to clarify that Phase 1 only included parking, and stormwater to address the current uses on site. Mr. Wilson said yes, noting that with no wetland filling (which would be needed for full buildout), the Army Corps of Engineers would not be involved and that there is more to design and permit in the full build scenario.

Mayor Ryder said that, if we decide to do the parking, could we cut trees and stump other areas? He said there are cost savings to bring in someone to cut and stump a larger area. Mr. Wilson said there would be wetlands impacts in some areas, but other areas you could get into with no wetlands impacts. Councilor McAvoy asked how many trees would need to be cut for Parking Lot A, and Mr. Wilson said that the layout of the lot overlays some area that is currently wooded.

There was a vote on the motion (to invite a cost proposal to proceed with permitting and design for Phase 1 only), and the vote passed 5-1 with Councilor Cormier opposed.

b. **Discussion of Town role in Hampden Children's Day and recommended changes for 2018** – *Chairman Marble summarized the Committee's policy direction at its previous meeting – which was to reduce Hampden staff time to work related to the Parade and necessary coordination between the Parade and Children's Day – and reported on a*

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recent meeting between him, Manager Jennings, and Janet Hughes and Tom Brann from the HCD Committee. He said the meeting was positive, and that the next steps underway are to clarify for the HCD Committee what work items that Town staff has done in the past but would not do for the 2018 event. The Services Committee verified that this is the direction they'd like the Town to go.

4. **NEW BUSINESS**

   a. **Eagle Scout Service Project Proposal: bocce court and two benches at VFW complex to benefit the Town of Hampden and the Special Olympics of Maine** – *Levi Husson, Eagle Scout Candidate – Chairman Marble invited Mr. Husson to present his proposal. Mr. Husson presented his proposal. There was a motion by Councilor Wilde seconded by Councilor McAvoy to refer to Council a recommendation to authorize Levi Husson and other volunteers to construct a bocce court and two benches at the VFW property. Motion passed 6-0.*

5. **PUBLIC AND STAFF COMMENTS** – *None.*

6. **COMMITTEE MEMBER COMMENTS** – *None.*

There being no further business, there was a motion by Councilor McAvoy seconded by Councilor McPike to adjourn and the meeting adjourned at 7:46 PM.

Respectfully submitted –
Angus Jennings, Town Manager

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SERVICES COMMITTEE MEETING

Monday, November 13, 2017

MINUTES – DRAFT

Attending:

Councilor Dennis Marble, Chair
Mayor David Ryder
Councilor Greg Sirois
Councilor Ivan McPike
Councilor Terry McAvoy
Councilor Mark Cormier
Town Manager Angus Jennings
Kyle Severance, GIS/IT Coordinator
Public Safety Director Joe Rogers
Sgt. Chris Bailey
Lt. Jason Lundstrom
Tracy Thibodeau, Maine Ground Dev.
Mark Andrews, resident
Other residents

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

1. **MINUTES**

   a. **October 10, 2017** – *Meeting minutes were unavailable, the item was tabled.*

2. **COMMITTEE APPLICATIONS** – *None*.

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*** *– Mr. Severance summarized the grant results, which included information gathering from providers regarding areas of coverage, and surveys to businesses and residents. He said that broadband will attract millennials, and that the information learned from the work to date will help the Town if it applies for grant applications in the future. Chairman Marble invited questions. Councilor McAvoy asked about the cable franchise fee, which Mr. Severance said is a 3% surcharge on cable bills but is allowed to go as high as 6%. Councilor Sirois asked what the money is used for, and Manager Jennings said it goes into the revenue budget and indirectly offsets the Town's Communications budget. Chairman Marble said he sees the broadband issue as related to options and fairness, noting that today there is a great disparity in service in different parts of town. Manager Jennings commended Mr. Severance on his work administering the grant. It was noted that the consultant will attend the next meeting of the Services Committee.*

b. **Update on Penobscot Valley Cable Consortium** – *Manager Jennings asked if the Committee thought we should let our legislators know that the practice known as "channel slamming" is a concern. The Councilors agreed. Councilor McAvoy said he doesn't see any value in having a cable franchise agreement.*

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.** – *Chairman Marble introduced the topic by saying there had been a 6-0 vote against authorizing reserve funding for engineering, but referenced the Council Rules speaking about a Council partnership with staff. Mayor Ryder said he didn't think engineering was needed. Manager Jennings said he intends to authorize engineering out of an appropriate operating budget and does not require reserve funds, though would use them if made available. Councilor Cormier said he understands the Manager's argument in favor of engineering. Councilor McPike asked Chief Rogers if he would prefer to see two sets of blinking pedestrian lights – at Cottage and at the Kiwanis driveway. Chief Rogers said yes, if funded and if allowed by MaineDOT. Chairman Marble said that any bid process coordinated with the Water District should specify the costs just for the crosswalk(s). Motion by Councilor Sirois seconded by Councilor Cormier to recommend Council authorization of up to $6,800 from the Streets & Roads reserve fund to support engineering for the crosswalks. Motion passed 5-1 with Mayor Ryder in opposition.*

4. NEW BUSINESS

a. **Presentation of Hampden Public Safety Five-Year Strategic Plan, 2018-2023 – *Sergeant Chris Bailey and Lt. Jason Lundstrom*** – *Chairman Marble introduced the representatives from Public Safety and commended their departments. Manager Jennings provided brief background regarding the work that would be presented tonight, and recommended that Councilors note in particular the Departments' goals that may be budget related. Sergeant Bailey approached the podium and presented the 5-year plan included in the meeting packet. He said that work on it started about a year ago, and was reviewed during monthly supervisors' meetings and was reviewed by the Public Safety Advisory Committee. It describes where we're at, where we want to be, and how we plan to get there. Councilor McPike said he thinks residents of Hampden feel very safe and secure. He asked how do we measure a reduction in crime, what levers do we control and how do we measure progress? Sgt. Bailey said we will never eliminate crime but we can always increase our diligence. He discussed strategies such as hot spot mapping, creative use of unmarked cars, and public education. He said that Hampden's crime rate is traditionally the lowest in Penobscot County.*

Councilor McPike said sometimes goals are set so high as to be unachievable. Lt. Lundstrom said a lot of benchmarks are set by the National Fire Prevention Association. Improving response times is always a goal, and he noted that some changes can be made at no additional cost.

Chairman Marble noted that impaired daytime driving seems to have increased, and Sgt. Bailey said it has. Councilor McPike asked about TeleCare and Sgt. Bailey described this involves volunteers reaching out to older residents by phone. Councilor Sirois commended Sgt. Bailey, Lt. Lundstrom, Chief Rogers and said we're very fortunate to have the team we have. Chief Rogers said that Sgt. Bailey in particular was very diligent in his work and deserves a lot of credit; Sgt. Bailey said it was a team effort and everyone helped.

b. Hunting on Town-owned land – policy review and discussion – *Chairman Marble began the discussion by noting that he doesn't think that detailed regulations or an ordinance was where we were going. He said he wanted to hear different point of view, and said we'd like to keep things reasonably informal. Manager Jennings summarized how his office administers permissions to hunt on town land, including the recent interaction between a hunter and the Ammo Park caretaker which highlighted some issues. He said parking is a challenge; there is informal parking but because this isn't authorized parking he has concerns about mapping the potential parking locations. Chief Rogers said that the first couple of hundred feet of Crosby Road is public and may offer a space for limited parking.*

Manager Jennings noted that the area is not posted "no hunting" so hunting is allowed. He noted the trails shown on the hunting map and said that, because those aren't publicly maintained, he suggests removing them from the map so as not to suggest that it's an active recreation area.

Chairman Marble called for public comments. Tracy Thibodeau of Maine Ground Developers thanked Manager Jennings for bringing this issue forward for discussion. He said that contractors, business owners and church parishioners want to feel safe. He said MGD would like not to see hunters in the back area. He said their property caretaker/guard service has done a good job securing the MGD property. He said the church pastor has a big concern and wants people safe. He said people need to be given an access point to the land that's not off Crosby Way.

Chairman Marble said he thinks it's the Town's job to figure out how to accommodate different groups' usage of public land, including as much freedom as can be provided and protection of public safety.

In response to Mr. Thibodeau's concerns about hunting in proximity to the access drive, Mayor Ryder said that people hunt next to Meadow Road and Patterson Road and that this is no different. Mr. Thibodeau said that the Church is responsible for maintenance of Crosby Way and there should be a give and take with the Town. Mayor Ryder said that if people are going to break the law (regarding hunting on Sundays, or in proximity to buildings) they're going to do so anyway. Councilor McPike asked if Maine Ground Developers can prohibit hunting on its property, and Mr. Thibodeau said they have already marked it "no hunting." Chairman Marble said we shouldn't try to replace State law regarding hunting with local regulations, but thought that some signage notifying the public that hunting is authorized on the property could be helpful. Chief Rogers said that if a buffer from the road is established as a "no hunting" zone that permissions to hunt could be revoked if this is violated. Resident Mark Andrews said that he has spoken with the pastor and that the pastor does not think that periodic litter on the site is the result of hunters.

Mr. Thibodeau said he would like to see a no hunting buffer zone along the access drive. Manager Jennings said that Maine Ground Developers has made a substantial investment in its property and that the Town wants to be a good neighbor. Chief Rogers said that he wouldn't be opposed to a buffer. The Committee took no action, noting that we are almost to the end of this year's hunting season.

5. **PUBLIC AND STAFF COMMENTS** – *Manager Jennings shared information and expressed the Town's condolences regarding the recent passing of Director Currier's mother. The Committee members shared in expressing condolences.*

6. **COMMITTEE MEMBER COMMENTS** – *Councilor Cormier noted that the hunting materials indicate that firearms discharge within 300 feet of a building is not allowed; he clarified that it may be allowed with the permission of the building owner. Manager Jennings said he would have the hunting map book corrected.*

There being no further business, there was a motion by Councilor McAvoy seconded by Councilor McPike to adjourn and the meeting adjourned at 7:25 PM.

Respectfully submitted –
Angus Jennings, Town Manager

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: October 5, 2017
RE: Next steps in Pool site evaluation and planning

All presentation materials from the September 28 public workshop, including updated concept plans and accompanying cost estimates, are enclosed. These materials, as well as the video recording of the workshops, have also been posted to the project webpage: www.hampdenmaine.gov/recplanning

Questions were raised at both public workshops, and in public correspondence, regarding results of prior surveys the Town has conducted that have addressed public recreation. A review of archived and current files found public survey results in 2005, 2013 and 2015. All results and the survey forms on which they are based have also been added to the project site above. Needless to say, survey methodologies, response rates etc. vary, but this information is available for public review to the extent it may be helpful.

Building on work to date, I see a few questions that face the Committee:

1. Will the Committee recommend to Council a plan, or one or more phases of a plan, in order that funding may be appropriated to advance the plan to engineering and permitting? If so, subject to what if any modifications?
2. If the Committee favors proceeding to engineering and permitting, would you favor extending the existing contract with Woodard & Curran Coor re-bidding the next phase of work? (My recommendation would be to extend the current contract. However, the RFP that began this process specifically provides the Town with both options).
3. If the Committee favors proceeding to engineering and permitting, will you consent to the Finance Committee being the referring Committee with regard to project scope and budget for the next phase of work?

In addition to these questions, there are a couple of items that have arisen broadly and consistently enough that I recommend they would benefit from discussion by the Committee.

1. Community Center. It is my understanding from the Committee's prior discussions and direction that a footprint of a potential future building is included on the concept plan so that this area could be included in the consultant's calculation of potential impervious surface, so that stormwater management infrastructure can be designed to accommodate the potential addition of a building or other impervious cover to this area in the future. However, there

appears to be some conflicting understanding among some residents. I think it will be helpful to the process if the Committee will reaffirm, and clarify if necessary, its position on this question.

2. Public Referendum. On a couple of occasions, the questions has been asked "Under what circumstances would this initiative go to referendum?" When asked a variation of this question on September 28, I said that I was not able to answer definitively because, at this point, the Council has not endorsed a specific proposal or plan. I affirmed that any proposed borrowing would, per Town Charter, require voter approval by referendum. However, I believe it is premature to speculate about whether the Council will endorse a proposal or plan, and if so what that proposal or plan may include. If/when the Council does endorse a proposal or plan, I would begin my work as Treasurer, working with other Finance personnel and with the Council's Finance Committee, to think through potential financing options, which would obviously vary greatly depending on the specifics of any proposal including the anticipated timeline for implementation. As you know, the Town Charter requires some amount of engineering and cost estimating, including O&M cost estimating, in order to place a project on the Capital Program. If the Council endorses a proposal or plan that would require funding over multiple budget cycles, I will recommend using the Capital Program as the vehicle to plan out specific project financing.

2-a

Check One: ___ Initial Application
✓ Reappointment Application

TOWN OF HAMPDEN

APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: LAMBERT (LAST) YVONNE (FIRST) M (MI)

ADDRESS: 226 MAIN RD N (STREET) HAMPDEN (TOWN) 04444 (ZIP)

MAILING ADDRESS (if different): _____

TELEPHONE: 207-945-9873 (HOME) _____ (WORK)

EMAIL: lambert8068@roadrunner.com

OCCUPATION: RETIRED

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: DYER LIBRARY

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? The # of years I have already served, further education in Library Science, work experience of 45+ years in school system, medical office + hospital, people skills.

Are there any issues you feel this board or committee should address, or should continue to address? _____

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
HARBOR COMMITTEE
DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

NOV 29 2017

FOR TOWN USE ONLY Date Application Received: _____

COUNCIL COMMITTEE ACTION: Services DATE: 12/17/17

COUNCIL ACTION: _____ DATE: _____

___ NEW APPT ___ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

Rev. 02/16/2017

2-b

Check One: ___ Initial Application
✓ Reappointment Application

TOWN OF HAMPDEN

APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: FEVERSTON, PhD James D
LAST FIRST MI

ADDRESS: 55 Dudley St Hampden, ME 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): SAA

TELEPHONE: 207. 862. 4647 _____
HOME WORK

EMAIL: jfeverston@roadrunner.com

OCCUPATION: College Vice President/Academic Dean - Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: POOL Board

SECOND CHOICE (OPTIONAL): —

How would your experience, education and/or occupation be a benefit to this board or committee? Nine years plus active pool board of trustees member. Served as treasurer many years. Chief fund-raiser for Susan G. Abraham Memorial Scholarship.

Are there any issues you feel this board or committee should address, or should continue to address? Continue fundraising activities to support pool programs and projects.

3 YEAR

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

DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY Date Application Received: DEC 04 2017

COUNCIL COMMITTEE ACTION: Services DATE: 12/11/17

COUNCIL ACTION: _____ DATE: _____

____ NEW APPT ____ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

Rev. 02/16/2017

2-c

Check One: ___ Initial Application
✓ Reappointment Application

TOWN OF HAMPDEN

APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Jellison (LAST) Michael (FIRST) L. (MI)

ADDRESS: 13 Summer (STREET) Hampden (TOWN) 04444 (ZIP)

MAILING ADDRESS (if different): _____

TELEPHONE: 862-3153 (HOME) 207-307-1174 (~~WORK~~ CELL)

EMAIL: mikejellison@yahoo.com

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Lura Hoit Memorial Pool 12/4/17

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? _____

Are there any issues you feel this board or committee should address, or should continue to address? _____

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
HARBOR COMMITTEE
DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

DEC 05 2017

FOR TOWN USE ONLY Date Application Received: _____

COUNCIL COMMITTEE ACTION: Services DATE: 12/11/17

COUNCIL ACTION: _____ DATE: _____

____ NEW APPT ____ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

Rev. 02/16/2017

Paula Scott | TOWN OF HAMPDEN

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: December 7, 2017
RE: Broadband Grant results

The work product resulting from the broadband grant we were awarded in fall 2016 was reviewed at last month's Services Committee meeting, and can be viewed in the November meeting packet posted online (http://hampdenmaine.gov/services).

The lead consultant from Axiom Technologies will join Kyle Severance, Hampden's project manager in administering the grant, in attending the December 12 Services Committee meeting.

The consultant will be available to respond to any questions the Committee members or those in attendance may have.

Kyle will convene a meeting of the Hampden broadband committee – comprised of local citizens and businesses – at 5 PM on Monday, immediately prior to the Services meeting. The purpose of the meeting will be to discuss the report and potential steps forward. All are welcome to attend.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: December 7, 2017
RE: Next steps in Pool site evaluation and planning

At its October meeting, the Services Committee referred a recommendation to invite a cost proposal for engineering and permitting (DEP and local site plan review) for additional parking, and required stormwater infrastructure, on the Pool site.

Upon considering the cost proposal from Woodard & Curran, under contract for the earlier work with an option to extend, the Finance Committee on November 6 voted against authorizing the Town Manager to execute the contract, and to allocate the $51,000 funding requested from the Rec Area Reserve. Following the vote, the Councilors agreed that the question of whether and how to proceed regarding the Pool site would be considered again at the December meeting of the Services Committee.

Echoing a core priority in the 2015 Hampden Recreation Plan, the Council identified parking concerns at the Pool site as its top priority.

Programming changes in the 2016 and 2017 fall seasons reduced the extent of the problem, and this ended the overflow parking on Western Ave. which had been the most evident safety concern. However, this required limiting programming of the rec fields and, due to DEP limitations on further impervious cover, will remain a limiting factor until the site receives a Site Location of Development permit and local Site Plan Approval.

If the Committee would like to preserve the potential that DEP and local permitting could be completed in time to allow for construction to begin next summer, subject to budget availability, I would recommend executing the contract extension with Woodard & Curran. If site work in 2018 is not the Committee's objective, we can discuss how best to proceed either by rebidding the next phase of work, or otherwise.

One question the Committee has discussed on several occasions is whether to bring a question to public referendum. If the objective is to propose funding authorization, this will require the preparation of more detailed engineered plans than we have today. Alternatively, the Committee may consider proposing a non-binding referendum question.

All presentation materials from the public workshops in August and September, and other reference documents regarding this initiative to date, are posted to the project webpage: www.hampdenmaine.gov/recplanning

Town of Hampden
RECEIVED
NOV 2 7 2017
Office of the
Town Manager

To: Hampden Town Council
From: Recreation Committee, Town of Hampden
RE: Western Avenue Recreation Area
Date: 22 November 2017

In 2015 the Hampden Recreation Department and Committee and completed a long term comprehensive plan for the Town of Hampden. That plan was forwarded to the Town Council and the Town Manager. One component of the plan included the further development of the Western Avenue Recreation Area.

In the Spring of 2017 the Town awarded a contract to Woodard and Curran to develop a design for parking and potential expansion of the recreational facilities on the town property that encompasses the Town Officers, Post Office, recreation fields, Lura Hoit Pool, and the adjoining woods. As previous Town Councils did not take a long-term approach to the development of this property, with minimal water runoff abatement, no further development of this land will be permitted by the State if that development includes any non-permeable surface.

The current Council identified multiple needs, primary of which was safety, but also utilization of current resources for the benefit of the community and provided funding to a reserve account to facilitate concept and engineering specifications. Woodard and Curran received the initial contract to provide a multi-phased complete project, per council direction and to eliminate re-doing infrastructure, comply with state law, and allow the Town to incrementally develop the property in a prudent, cost-effective manner.

Through multiple community meetings, Services Committee meetings and Council meetings, the Recreation Committee (many members in attendance) are seeking clarification of the direction the council is moving in reference to the Western Avenue property and the adjacent lands. The following issues need clarification.

a) The Recreation Director is charged with providing recreational programming for all residents of Hampden, but one of the largest, developed facilities, in its current state, cannot be fully utilized because of unaddressed safety issues: both parking and egress to Western Avenue. Is this still a viable concern of the Council?

b) The original time-line for parking improvement, as identified by Council, was Fall 2018. This will require the Town to provide engineering specifications to open the bidding process, a three to four-month process, not including construction. Is the Council pursuing the Fall 2018 target date and what steps need to be taken with target dates?

c) Over the last two years the Council has allocated and budgeted through the reserve fund, moneys to pursue conceptual and engineering plans as well as permitting for this project. While a portion of these funds have been utilized in creating the conceptual plans, in keeping faith with the community of these previously allocated funds, will the Council be authorizing engineering specifications and permitting to meet the timeline of Fall 2018 construction?

The longitudinal planning by the Council on other projects has resulted in fiscally responsible utilization of tax dollars. It is the hope of the Recreation Committee that the Council will continue to provide long term vision for the community through decisive actions to provide a safe environment and maximize utilization of already available resources, without incurring even greater expense through delay.

We look forward to your response.

Hampden Recreation Committee:
Steven Brown, James Dyer, Nancy Fenders, Jane Jarvi, Frank Pergolizzi, Jason Sharpe, Stephanie Shayne.

memo

Town of Hampden-Recreation Department

To:	Hampden Town Council-Services Committee
From:	Shelley Abbott; Recreation Director
CC:	Angus Jennings; Town Manager
Date:	12/1/2017
Re:	LHP Parking and Fields-Services Meeting 12/11/17

Comments:

I urge your reconsideration for support in moving forward with the permitting process with Woodard & Curran for the LHP complex as well as identifying potential funding sources so that construction for additional parking at the very minimum can begin during the 2018 season. These steps would help provide resolution to a recognized public safety concern during peak field use and would work toward meeting the goals and objectives contained within the 2015 Recreation Plan.

Upon presentation of the Recreation plan in the fall of 2015, the Hampden Town Council prioritized parking as the #1 action needing attention. Over the past two fall seasons the Recreation Department has worked to reprogram and reschedule fall events at the Lura Hoit Fields to reduce parking safety concerns, however, in order to maximize use levels and future needs for our community this is not a long term solution.

Below is a chart of program/participation demographics for the fall seasons of 2014, 2015, 2016, and 2017 for Council review. As you will see, Recreation Department program attendance numbers continue to be strong year after year, and the department has maximized its ability to serve our community while programming within the direction given by the Town Council in the fall of 2015 to limit parking on Western Avenue/Rt. 9 during the fall season, with the understanding that a more permanent resolution was forthcoming. More parking would allow our field to be fully utilized, and would potentially allow for program expansion of current services or new opportunities for programs within the same program season.

memo

I'd like to ask the Town Council and Services Committee for clarification on what their goals are for the Recreation Department today? Two of the three identified and accepted goals by the Hampden Town Council in the 2015 Recreation Plan follow:

Goal 1:

To maintain, upgrade and expand the Town of Hampden's existing recreational amenities and infrastructure to meet current and future demand for services.

Goal 2:

To provide a variety of recreational opportunities, balanced for the ever changing ages, abilities, and needs of the residents.

As a department we constantly strive to work towards these established department goals. The limitations of parking at the Lura Hoit field facility are affecting the department's ability to meet any future demand or additional opportunity needs. It would be a shame to need to impose registration limits on more department programs or have the department grow stagnant programmatically because the Town Council is unable to commit to work with the Recreation Department to reach its department goals as stated in the 2015 Recreation Plan.

The town needs to be forward thinking as census data shows significant increases in population in the Town of Hampden over the last 10 year period. Families are attracted to our community because of the opportunities available. Without Council support in moving this project forward our town recreation will continue to suffer by limiting department potential and ultimately overall services to the community.

HAMPDEN REC memo

Lura Hoit Pool Field/Western Avenue Recreation Area

Program Demographic Information

Year	Total Participants Beginner Kicks PK/K	# Beginner Kicks Teams	Total Participants Grade 1-5 (6) Soccer	# Grade 1/2 Teams	# Grade 3/4/5 (6) Teams	# Fields Used	Length of Saturday Play Day-Soccer	Flag Football Play Day	Total Participants Flag Football	Paid Soccer Staffing	Season Length
Fall 2017	64	6	130	8	4	2	8:00 AM-2:30 PM**	2:45-4 PM	22	1 supervisor	7 weeks
Fall 2016	84	8	128	8	4	2	8:00 AM-2 PM*	2:30-4 PM	20	1 supervisor, 2 refs	7 weeks
Fall 2015	88	8	118	6	4	3	8:15-11:45 AM*	1-2:30 PM	35	1 supervisor, 3 refs	7 weeks
Fall 2014	71	6	118	6	5	3	8:15-11:45 AM*	1-2:30 PM	18	1 supervisor, 3 refs	7 weeks

* includes 15 minute buffer between games, does not include Flag Football program hours following soccer games

**includes 15 minute buffer between games, grade 3-5 moved to Saturday only practice/games, does not include Flag Football program hours following soccer games

currently there are 42 designated/marked recreation parking spaces at the facility

Lura Hoit Pool Field/Western Avenue Recreation Area

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www.woodardcurran.com

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F 207.945.5492

November 2, 2017

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

Re: Design and Permitting Services for the Municipal Building and Pool Site Improvements

Dear Angus:

Thank you for requesting a proposal for the permitting phase of the Municipal Building and Lura Hoit Memorial Pool site improvements. We learned a lot about the site and the objectives of the Councilors and citizens during the planning process. The plan referred to as "Phase 1" was prepared with the intent to focus on expansion of parking to allow full use of the existing recreational fields, and accomplish it in a manner that does not risk creating barriers for future development.

We have prepared this proposal with a focus on completion of the Site Location of Development (SLOD) permitting and all associated design required to secure the permits from the Maine Department of Environmental Protection (MDEP). This permit applies to facilities that are developments of state or regional significance that may substantially affect the environment, which means any federal, state, municipal, quasi-municipal, educational, charitable, residential, commercial or industrial development that has developed more than 3 acres of non-revegetated surface since 1970. The Town's land holdings and the combined area of previous impact dictates that this permit must be completed prior to further site impacts.

The SLOD permit application is a lengthy process and requires responses/information for 25 different areas of focus. Some sections are largely administrative in nature, such as demonstrating the applicant's right, title and interest to undertake the proposed changes. Most sections, however, are more technical, such as the stormwater treatment requirements. As we discussed during the public meetings over the last couple months, this will involve design of the stormwater collection and treatment systems necessary to properly manage runoff from the existing Town Office, Post Office and Pool sites, as well as for possible future parking and entrance improvements shown on the Phase 1 Plan.

Attached is a Memorandum outlining the 25 sections of a SLOD permit application. The Memo will be the guide to our kickoff meeting as well as to help identify ways that Town staff can assist us in gathering the needed information. As we discussed during the final meeting with the Services Committee, we do not anticipate wetland or vernal pool impact that would require Natural Resources Protection Act (NRPA) permitting as part of the process based on the delineations that have been completed.

If during the DEP kickoff or design of the stormwater systems we identify environmental impacts that are not currently anticipated, or if the DEP asks that the Post Office site be reviewed (because it may not have been reviewed by Moyse Environmental's previous work), we will meet with you to refine our approach and evaluate fee impacts. We are also assuming that we will not discover that other unpermitted wetland or vernal pool activity has occurred previously, which would dictate a NRPA application.

Revisions to the base plan will be required to prepare and submit the Site Plan application for local approval by the Hampden Planning Board. Our Scope of Services separates this from the SLOD permitting process, but anticipates completion of the SLOD permit application prior to submission of the local Site Plan application.

Our Scope of Services is as follows:

SLOD Permit Application (MDEP) Tasks:

1. Client Kickoff Meeting (discuss Memo and assign duties)
2. DEP Kickoff Meeting (establish baseline requirements to meet Department expectations)
3. Determine any sub-consultant services needed
4. Draft Civil Site Plan in accordance with MDEP standards
5. Perform stormwater modeling
6. Design stormwater management systems and buffer requirements (permit level)
7. Prepare and distribute letters garnering input from State agencies and local utility providers (Historic Preservation, Inland Fisheries, Hampden Water, Bangor Wastewater)
8. Review preliminary stormwater management system design with DEP
9. Client Meeting (Gather documents/information compiled by client)
10. Prepare and assemble final application document
11. Submit SLOD permit application to MDEP
12. Respond to MDEP feedback, if any

Site Plan Application (Town of Hampden Planning Board) Tasks:

1. Modify Site Plan prepared for SLOD permit application
2. Compile plan summary and supporting documentation required by local ordinance
3. Submit Site Plan application to the Town
4. Attend Public Meeting

We understand that all design work that is completed for the applications should be prepared as exhibits to the applications and not so they can be used for public bid. If bid documents are needed later, we would be happy to assist with their preparation. In addition, our Scope of Services anticipates that the Planning Board will be satisfied with our approach to parking lot size and configuration. However, as we have discussed, the Local Ordinances do not clearly define the requirements for parking at a facility such as the Town's. If modifications are required for local approval, we will consult with you at that time to determine best path forward and any effect it has on the Scope of Services and fees.

Our proposal reflects the work we have discussed with you and the Services Committee as shown on the Phase 1 Plan. During the final public hearing, it was suggested that the public restrooms be incorporated into the first phase of permitting, but the Services Committee did not discuss that possibility at their next meeting. They did, however, make it clear that it was the intent to permit work that might occur within a reasonable timeframe and to sequence the work so earlier stages of the work do not interfere with later phases. Therefore, it seems reasonable to include the utility extensions that would be required to add the public facilities because to do them later would mean tearing into the revised entry road and new parking lot. This would have little effect on the SLOD permitting services described above, but it would require additional design and coordinating with the Hampden Water District and Town to satisfy the Ordinance requirements for the extensions.

Our fee proposal does not include any permit fees required for the SLOD or local permitting applications. A summary of the suggested fees is as follows:

Task	Fee
SLOD Permit Application Preparation / Submission	$47,000
Local Planning Board Site Plan Application Preparation / Public Hearing	$3,000
Additional Permitting / Design for Restroom Utility Extensions	$1,000
TOTAL	**$51,000**

We understand that it is the Town's objective, subject to funding availability, to add parking capacity prior to the fall 2018 soccer season. Provided we can get started soon, we believe that the DEP and local permitting could be complete to meet this timeline. However, if the DEP were to require, for instance, additional work by a wetlands scientist, this would likely extend the permitting timeline.

Thank you for your time and consideration. If you have any questions about our proposal, please do not hesitate to contact me at 945-5105 or via e-mail at jwilson@woodardcurran.com.

Sincerely,

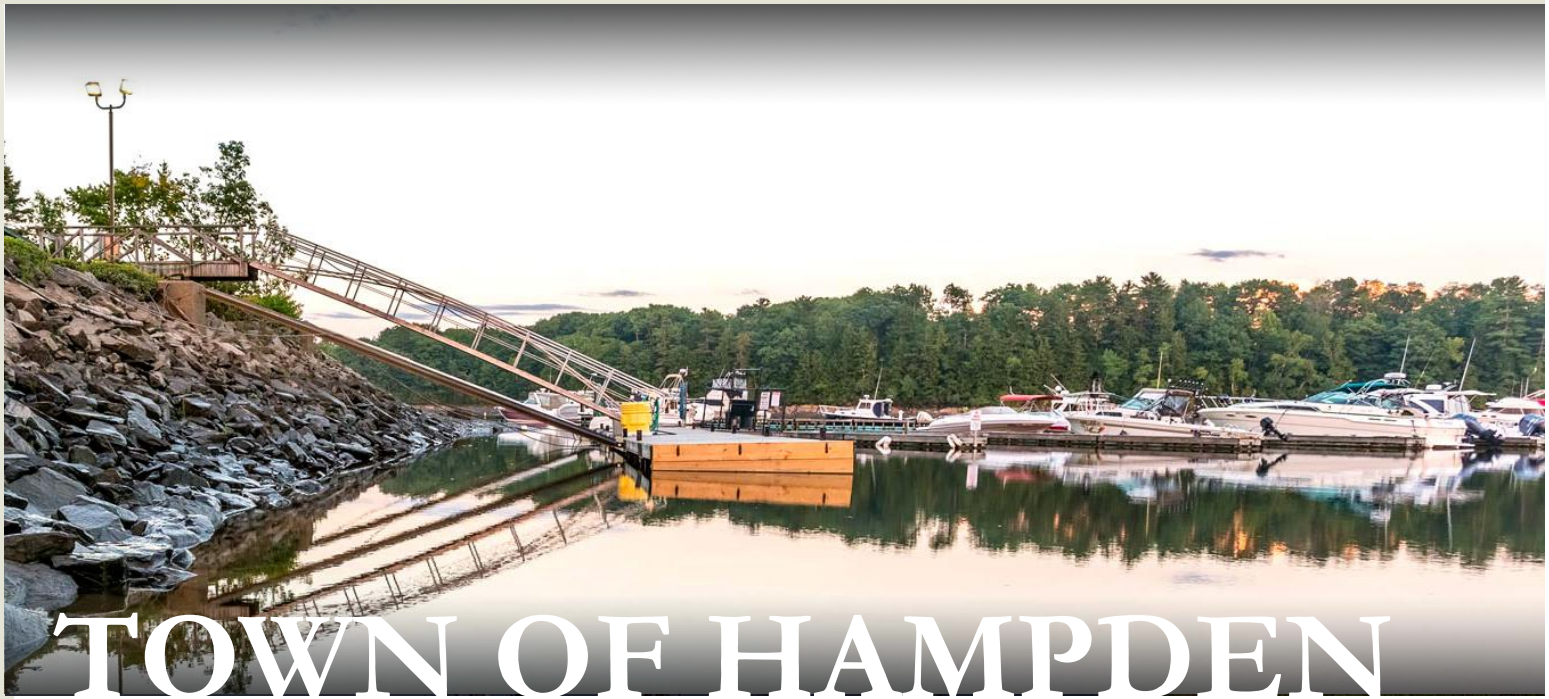
WOODARD & CURRAN

James D. Wilson, P.E.
Senior Project Manager / Senior Principal

JDW/jeh

Attachment

PN: 0230786.01



TOWN OF HAMPDEN

MUNICIPAL BUILDING AND POOL SITE PRESENTATION

Presented by Jim Wilson, P.E.
and Sarah Nicholson, P.E.

September 28, 2017

Goals

- Identify solution to recreation parking issues
- Solutions should improve safety
- Consider future opportunities for growth of recreational use
- Solutions should not interfere with future growth

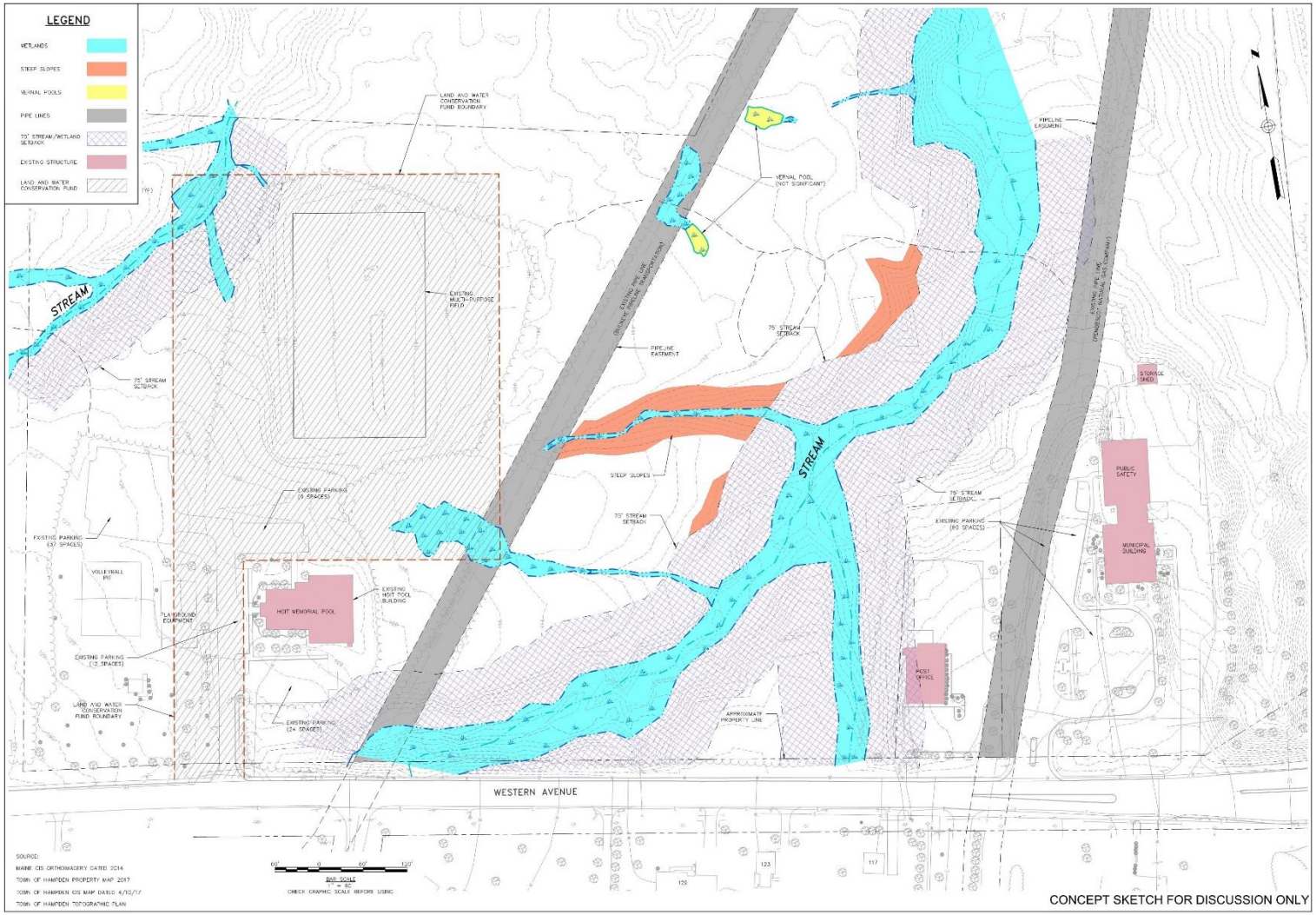
Re-Cap

- Collected information to identify site constraints
- Interviewed key staff to establish program needs/goals
- Public Presentation #1
  - Parking improvements only
  - Parking and field improvements
  - Parking and field improvements with space reserved for future building construction
- Services Committee Feedback

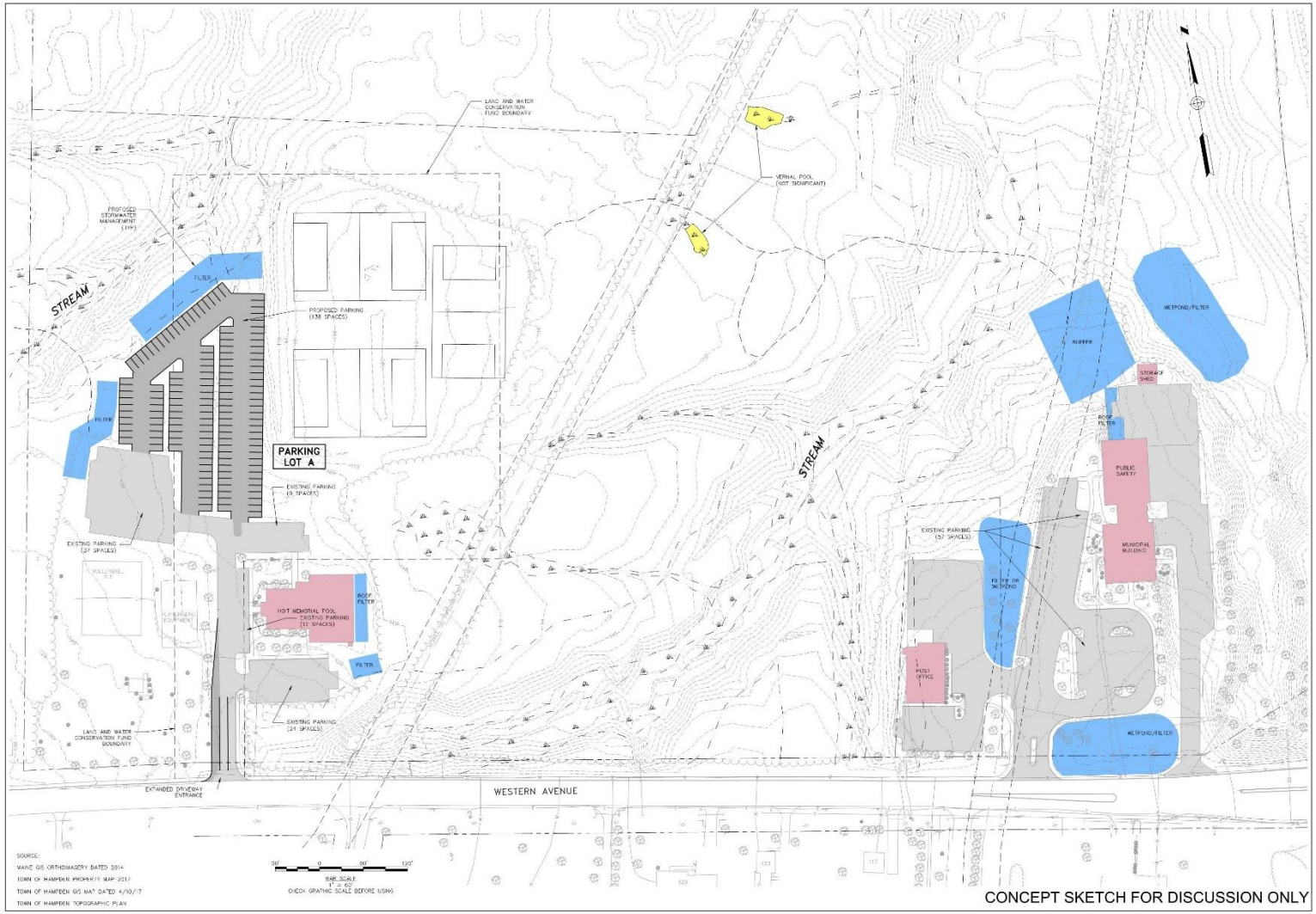
Tonight's Presentation

- Review Parking Only Option
- Review a Future Full Build-Out Plan
- Review Budget Costs
- Public Comment

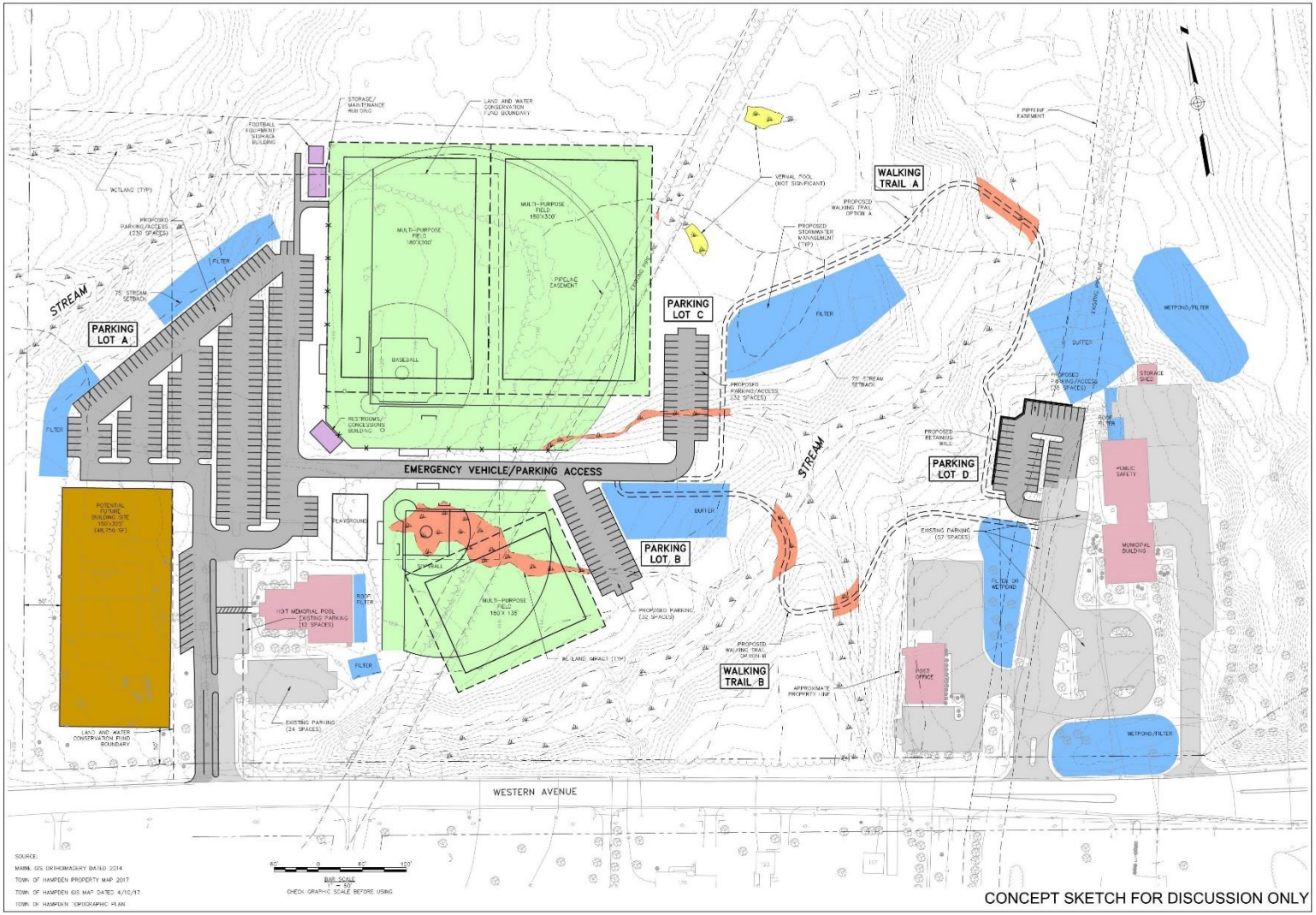
Site Constraints



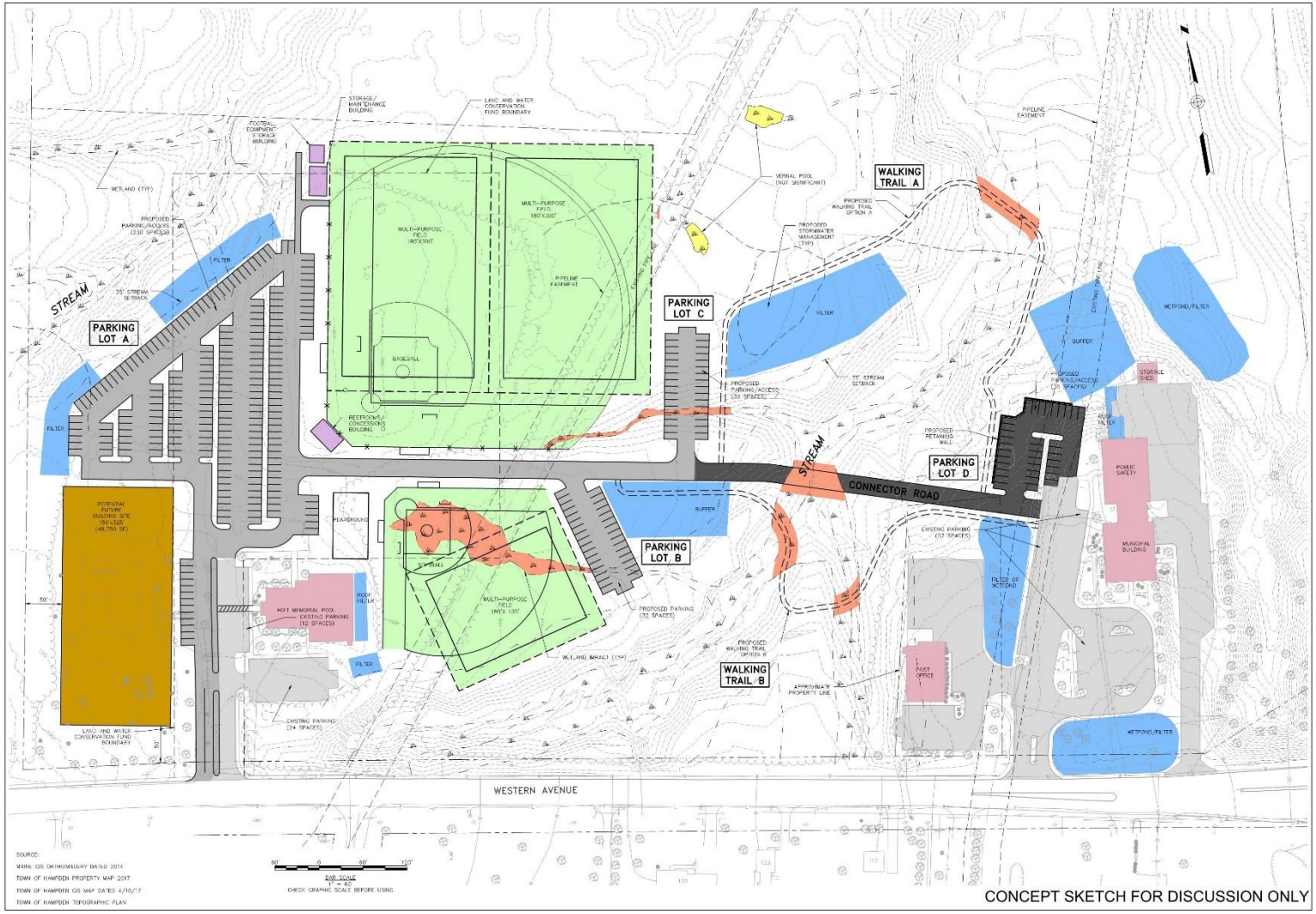
Potential Phase 1 Plan



Full Build Out Potential



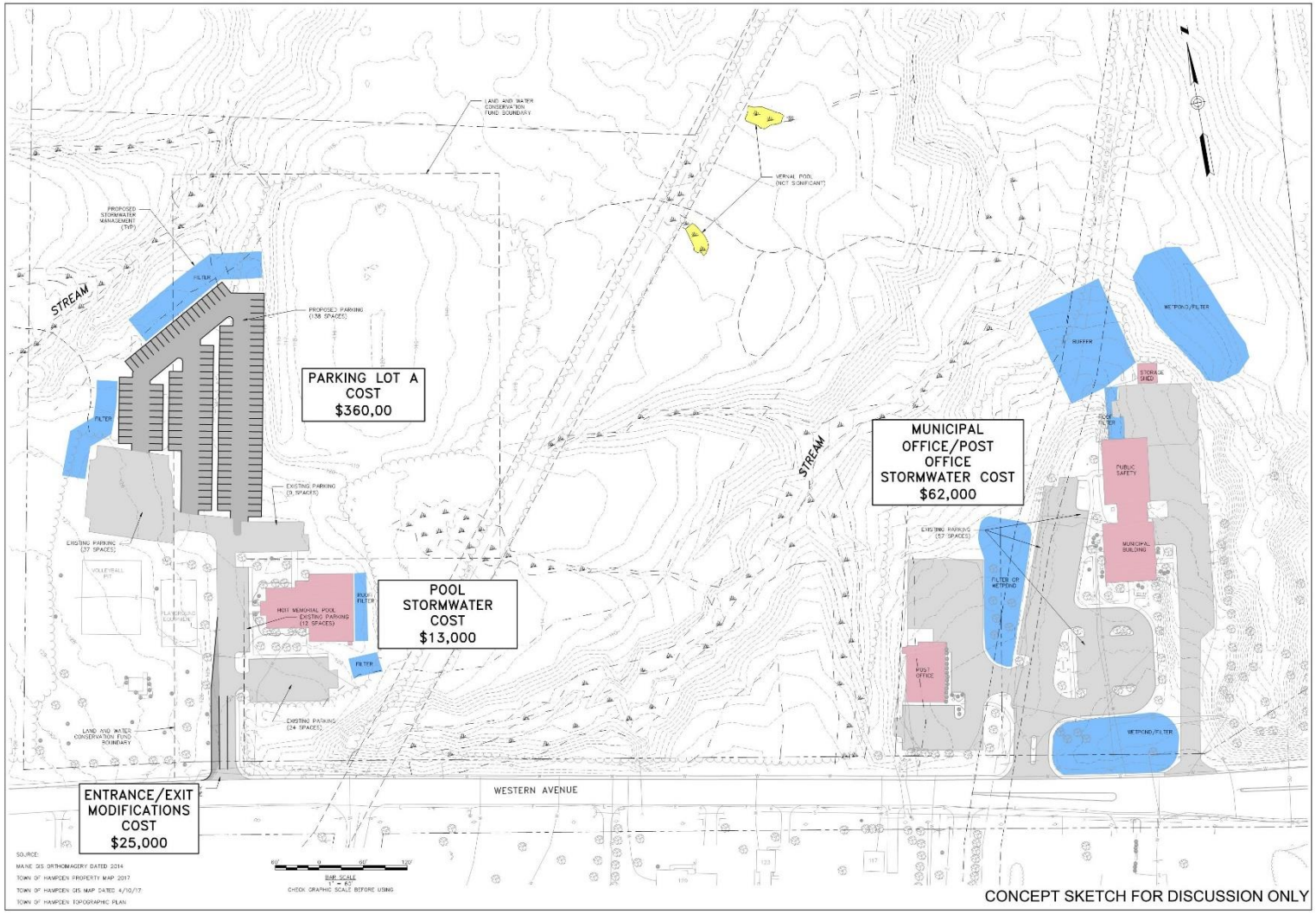
Inter-Connected Road Option



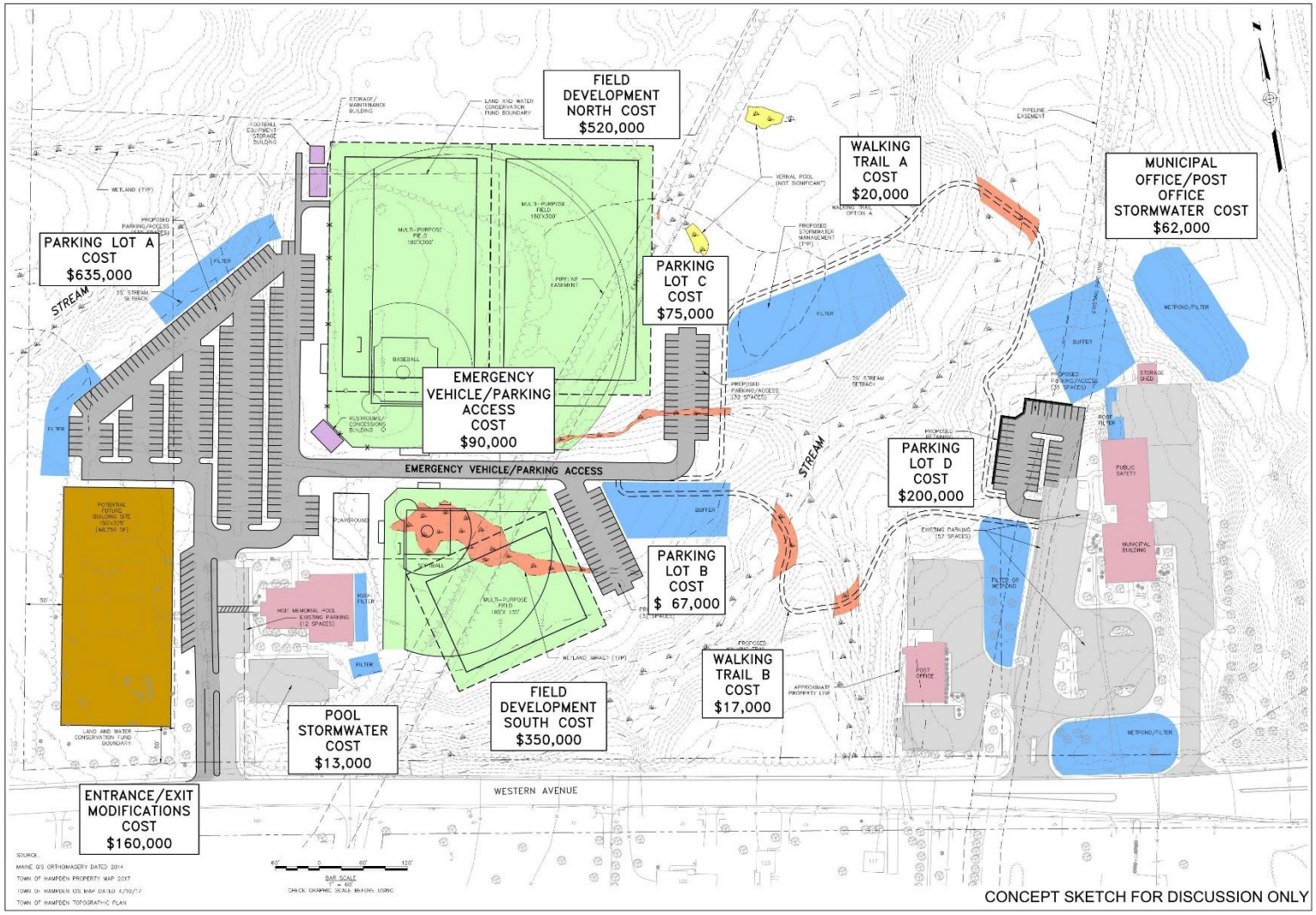
Budget Cost Analysis

- Intended to provide concept level budgets for a variety of elements of the plans
- Developed estimates based on current Public Bid Procurement methods
- Intended to provide the community and decision makers data to make informed decisions

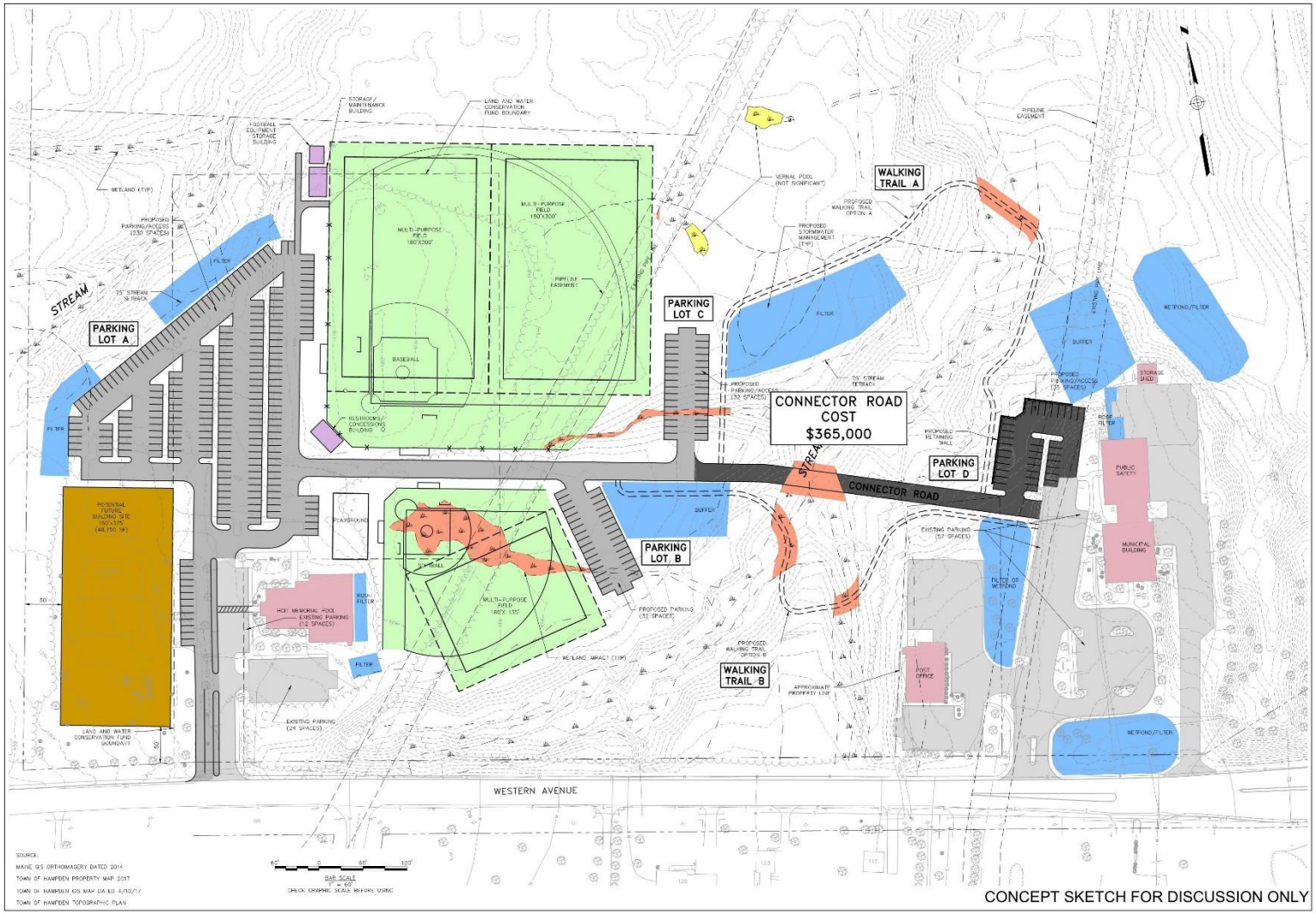
Phase 1 Plan Cost



Full Build Out Plan Cost



Inter-Connected Road Option Cost



WOODARD & CURRAN

Range of Costs

$465,000	$3,000,000
Parking / Entrance Improvements	**Complete Build-Out**
▪ Parking Lot A $360k	▪ Parking Expansion $977k
▪ Entrance Modifications $25k	▪ Entrance Modifications $160k
▪ Pool Stormwater Features $13k	▪ Pool Stormwater Features $13k
▪ Town Office / Post Office Stormwater Features $62k	▪ Town Office / Post Office Stormwater Features $62k
	▪ Emergency/Parking Access $90k
	▪ Field Development $870k
	▪ Trails $37k
	▪ Miscellaneous Improvements $790k

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Town of Hampden
Municipal Building and Pool Site Conceptual Layout
DRAFT Budgetary Analysis
September 28, 2017

Full Build-Out						
	No.	Description	Unit	Unit Price	Estimated Quantity	Value
Field Development North	1	Clearing & Grubbing (including disposal)	ACRE	$10,000.00	6.0	$60,000.00
	2	Geotextile Fabric	SY	$1.50	22000	$33,000.00
	3	6" Sand	CY	$20.00	3700	$74,000.00
	4	Strip, Amend, Replace Loam, Establish Turf	SY	$3.50	22000	$77,000.00
	5	Infield Mix	CY	$60.00	150	$9,000.00
	6	Perimeter Drain	LF	$30.00	1680	$50,400.00
	7	Flat Drain Underdrain	LF	$4.00	10000	$40,000.00
	8	Misc Fill	CY	$15.00	3700	$55,500.00
	9	4' Foul Fencing	LF	$20.00	350	$7,000.00
	10	Backstop	LS	$8,000.00	1	$8,000.00
	11	Misc. Athletic Equipment (Bases, plates, fence rail protection)	LS	$2,500.00	1	$2,500.00
		SUBTOTAL=				**$416,400.00**
		10% PERMITTING/DESIGN =				**$41,700.00**
		CONTINGENCY (15%)=				**$62,500.00**
		TOTAL =				**$520,600.00**
Field Development South	12	Clearing & Grubbing (including disposal)	ACRE	$10,000.00	0.5	$5,000.00
	13	Geotextile Fabric	SY	$1.50	12000	$18,000.00
	14	6" Sand	CY	$20.00	2000	$40,000.00
	15	Strip, Amend, Replace Loam, Establish Turf	SY	$3.50	12000	$42,000.00
	16	Infield Mix	CY	$60.00	100	$6,000.00
	17	Perimeter Drain	LF	$30.00	1050	$31,500.00
	18	Flat Drain Underdrain	LF	$4.00	5500	$22,000.00
	19	Misc Fill	CY	$15.00	5000	$75,000.00
	20	4' Foul Fencing	LF	$20.00	240	$4,800.00
	21	Backstop	LS	$4,000.00	1	$4,000.00
	22	Misc. Athletic Equipment (Bases, plates, fence rail protection)	LS	$1,500.00	1	$1,500.00
	23	In lieu Permit Fee	SF	$3.00	9232	$27,696.00
		SUBTOTAL=				**$277,496.00**
		10% PERMITTING/DESIGN =				**$27,800.00**
		CONTINGENCY (15%)=				**$41,700.00**
		TOTAL =				**$346,996.00**

Full Build-Out (cont'd)						
	No.	Description	Unit	Unit Price	Estimated Quantity	Value
Parking & Access	23	Lot A (230 Spaces)	SY	$36.00	11000	$396,000.00
		Misc. Fill	CY	$15.00	1500	$22,500.00
		Slip Form Conc Curb	LF	$16.00	2200	$35,200.00
		Stormwater Collection/Treatment	SY	$5.00	11000	$55,000.00
	24	Lot B (32 Spaces)	SY	$36.00	1200	$43,200.00
		Geotextile fabric	SY	$1.50	1200	$1,800.00
		Misc. Fill	CY	$15.00	200	$3,000.00
		Stormwater Collection/Treatment	SY	$5.00	1100	$5,500.00
	25	Lot C (32 Spaces)	SY	$36.00	1200	$43,200.00
		Misc. Fill	CY	$15.00	400	$6,000.00
		Stormwater Collection/Treatment	SY	$5.00	1100	$5,500.00
		In lieu permit fee (not included in total)	SF	$3.00	1763	$5,289.00
	26	Lot D (35 Spaces)	SY	$36.00	2300	$82,800.00
		Retaining Wall System	LF	$300.00	215	$64,500.00
		Stormwater Collection/Treatment	SY	$5.00	2200	$11,000.00
	27	Emergency Vehicle/Parking Access Road	SY	$36.00	1500	$54,000.00
		Geotextile fabric	SY	$1.50	1500	$2,250.00
		Misc. Fill	CY	$15.00	400	$6,000.00
		Stormwater Collection/Treatment	SY	$5.00	1500	$7,500.00
	28	Connector Road (To Municipal Offices)	SY	$36.00	1200	$43,200.00
		Granular Base	CY	$20.00	5800	$116,000.00
		Precast Box Culverts (2 @8X6)	LS	$20,000.00	1	$20,000.00
		Rip Rap Slopes	SY	$100.00	700	$70,000.00
		Guard Rail	LF	$50.00	600	$30,000.00
		In lieu permit fee	SF	$3.00	3250	$9,750.00
	29	Entrance/Exit Modifications	SY	$36.00	2600	$93,600.00
		Strip and reserve Loam	CY	$3.00	400	$1,200.00
		Granular base	CY	$20.00	100	$2,000.00
	30	Misc Loam & Seed	SY	$3.00	20000	$60,000.00
		SUBTOTAL=				**$1,295,989.00**
		10% PERMITTING/DESIGN =				**$129,600.00**
		CONTINGENCY (15%)=				**$194,400.00**
		TOTAL =				**$1,619,989.00**

Full Build-Out (cont'd)						
	No.	Description	Unit	Unit Price	Estimated Quantity	Value
Misc. Improvements	31	Relocate Playground	LS	$20,000.00	1	$20,000.00
	32	Football Equipment Storage Building	SF	$40.00	500	$20,000.00
	33	Recreation Storage Building	SF	$40.00	960	$38,400.00
	34	Restrooms/Concessions Building (including utility extensions)	SF	$100.00	960	$96,000.00
	35	Walking Path (Option A)	LF	$8.00	1050	$8,400.00
		In lieu permit fee	SF	$3.00	2613	$7,839.00
	36	Walking Path (Option B)	LF	$8.00	550	$4,400.00
		In lieu permit fee	SF	$3.00	3311	$9,933.00
	37	Municipal Offices/Post Office Stormwater Improvements	LS	$50,000.00	1	$50,000.00
	38	Lura Hoit Pool Stormwater Improvements	LS	$10,000.00	1	$10,000.00
	39	Field Irrigation System (extend 4" main~500LF, with 1" PE laterals)	LF	$25.00	6350	$158,750.00
	40	Field Lighting	LS	$250,000.00	1	$250,000.00
		SUBTOTAL (Including Path A) =				**$651,550.00**
		10% PERMITTING/DESIGN =				**$65,200.00**
		CONTINGENCY (15%)=				**$97,800.00**
		TOTAL =				**$814,550.00**
		SUBTOTAL FULL BUILD OUT (NO ROAD EXTENSION, Item 28) =				**$2,362,235.00**
		10% PERMITTING/DESIGN =				**$236,300.00**
		CONTINGENCY (15%)=				**$354,400.00**
		TOTAL =				**$2,952,935.00**

Conceptual Phase I Recreation Parking Improvements Option						
	No.	Description	Unit	Unit Price	Estimated Quantity	Value
Phase I Parking Improvements	1	Lot A (138 Spaces)	SY	$36.00	4800	$172,800.00
		Misc. Fill	CY	$15.00	1500	$22,500.00
		Slip Form Conc Curb	LF	$16.00	2200	$35,200.00
		Stormwater Collection/Treatment	SY	$10.00	4800	$48,000.00
	2	Entrance/Exit Modifications	SY	$36.00	500	$18,000.00
		Strip and reserve Loam	CY	$3.00	25	$75.00
		Granular base	CY	$20.00	45	$900.00
	3	Municipal Offices/Post Office Stormwater Improvements	LS	$50,000.00	1	$50,000.00
	4	Lura Hoit Pool Stormwater Improvements	LS	$10,000.00	1	$10,000.00
		SUBTOTAL =				**$357,475.00**
		15% PERMITTING/DESIGN =				**$53,700.00**
		CONTINGENCY (15%)=				**$53,700.00**
		TOTAL =				**$464,875.00**

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

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

TO: Infrastructure Committee
FROM: Angus Jennings, Town Manager
DATE: January 18, 2017 – updated January 29, 2017
RE: Transfer Station policy

The Transfer Station Rules & Regulations and Policies are overdue for amendment. The current policies in effect, last amended in October 2015, are attached. On an almost daily basis, I am presented with questions or situations at point of sale that expose areas of the current policy that are unclear, or that generate significant customer dissatisfaction.

We have no problem applying unpopular policies if they are well considered, and if we're sure they reflect the policy intent of the Council. I am seeking policy direction on these matters to evaluate whether the current policies are appropriate or whether revisions are needed.

The following is a list of some questions or situations that have arisen at point of sale; on January 18 a working group including Councilors McPike, McAvoy and Marble met to provide input (marked in red text). I'd like to review this potential policy direction with the Infrastructure Committee, determine the majority positions, then move forward with revisions to bring clarity to most if not all of these items:

1. Hampden residents but vehicle registered elsewhere (i.e. residents with home out of state) – Working group favored revised threshold for sticker eligibility based on Hampden residence / taxpayer, rather than auto registration.

2. Sold car (which included sticker). Forgot to remove sticker. Do I need to pay for a new sticker? (Current policy is that, unless sticker is returned to Town to assure that it's not still in circulation, a new sticker must be purchased). Working group agreed with current policy.

3. Caretaker of local resident with no car (i.e. in-home support worker). Part of service to resident includes trash disposal. Can I get a sticker? Temporary pass? Working group favored sale of temporary pass – not sticker – in this type of situation, with pass set for a specified period of time.

4. Resident of Hampden but family car has commercial markings. Current (unwritten) policy per 1/14/16 memo, attached. Is this the right policy? If so

needs to be drafted as policy. Working group agreed with current practice; needs to be formalized in policy.

5. Resident of Hampden but car owned by business registered elsewhere. Should this be treated along the same lines as Item 4? Yes. Working group agreed with current practice; needs to be formalized in policy.

6. Non-resident kids cleaning out deceased parents' things; can I get a weekend pass? Working group favored sale of temporary pass – not sticker – in this type of situation, with pass set for a specified period of time.

7. Non-resident but is in town during summer (seasonal) with rental car. Working group favored sale of temporary pass – not sticker – in this type of situation, with pass set for a specified period of time.

8. Landlord/landowner wants weekend pass (C&D weekend) to clean up yard of rental unit. (No vehicle registered in Hampden). Working group did not support.

9. Hampden resident but vehicle is registered to parent's name who lives in another town. Working group supported sale of sticker if Hampden residence is verified.

10. Resident from another town displaced (fire, mold remediation). Only here until home is fixed/rebuilt. Working group favored sale of temporary pass – not sticker – in this type of situation, with pass set for a specified period of time.

11. Elder parent (Hampden resident) not able to drive / no vehicle. Family lives out of town but wants to dispose of parent's waste at the Transfer Station. Working group supported sale of sticker if Hampden residence is verified.

12. Local resident in extended rental but vehicle not registered in Hampden. Working group supported sale of sticker if Hampden residence is verified.

13. Housing units in developments with **more than four** units are not eligible to purchase a transfer station sticker. However, for many years, the former Town Manager provided the management of such developments (not individual residents) with three "one-day passes" for use by their residents/tenants for recycling only. This practice is not reflected in the current policy. This can be included, or not, per the will of the Council. Whether this practice continues or not, it will be helpful to have a clearly stated rationale to ensure that the policy to be enforced is understood. This item needs more discussion, including, what is significance of four-unit threshold?

14. A resident purchased a $15.00 sticker to allow for disposal of a refrigerator. Did not use the sticker (but took the sticker off the backing). Sought to return the sticker and receive a refund. Refund was denied. If sticker was still on backing (and therefore could be re-sold), should a refund be provided? If not, it should be stated in transfer station policy (and at point of sale) that stickers are non-refundable. Working group felt that refund should not be provided if sticker was

removed from backing but would support refund if sticker still in saleable condition.

I recognize that there may be future policy changes regarding the Transfer Station, and solid waste management generally, that may have bearing on some or more of these situations. However, since these often arise daily or more, our counter staff needs policy direction to handle such inquiries with consistency.

I hope we can get some direction that will facilitate drafting amendments for consideration at a future meeting of the Infrastructure or the Administration & Finance Committee.

INFRASTRUCTURE COMMITTEE MEETING
Monday, January 30, 2017
6:00 P.M.
HAMPDEN TOWN OFFICE
MINUTES - DRAFT

Attending:

Mayor Ryder
Councilor McPike
Councilor Marble
Councilor Cormier
Councilor McAvoy

Town Manager Angus Jennings
Town Clerk Paula Scott
DPW Director Sean Currier

1. **MINUTES – December 27, 2016 Meeting** – Councilor McPike made a motion to approve the 12/27/2016 minutes. Councilor Marble seconded the minutes. Unanimous vote in favor.

2. **CORRESPONDENCE**
   a. **Review of Town of Hampden grant application submitted to DEP on 1/16/17 regarding Old County Road culvert** – Manager Jennings reported that, if approved, this grant would fund the replacement of the culvert that would otherwise be funded by taxation. The request is for up to $90,000.
   b. **Review of outgoing correspondence to Environmental Trust Committee regarding potential funding for FY17 stormwater management expenses; and regarding potential reimbursement of eligible costs incurred in previous fiscal years** – Manager Jennings reported that the next meeting is Thursday at 10:00 a.m. There are two categories for expenditure for them to consider. One is a request for $120,000, a partial reimbursement for incurred stormwater expenses in the current year. The second is a possible reach back for reimbursement of expenses since the Trust was last active in 2009. Those expenses total $270,857.
   c. **Review of cost estimate for force main across Souadabscook (associated with MDOT bridge replacement)** – Manager Jennings reported that the replacement of the bridge on Main Rd. North will be a part of the Route 1A project, however there is no cost share. The relocation of utilities is solely the Town's and Water District's responsibility. Until such time as the design and type of the bridge is known, we cannot get a clear estimate on the cost of relocating the water lines. It appears that even with bond approval in November of 2016, the Town will be approximately $300,000 short of funds.

3. **OLD BUSINESS**

a. **Sewer rates - review of anticipated FY18 expense budget and evaluation of potential rate increase - referral to Town Council for sewer rates public hearing** – Manager Jennings reviewed with Council objectives on sewer rate structure. The billing is showing that projected revenue is on track due to the rate increase. The last audited financials show that the Sewer fund will owe the General fund approximately $550,000 by the end of FY17. Discussed former practice of paying previous year charges out of current budgets, billing errors, and whether or not the meter pit is calibrating accurately. Sean Currier stated that there needs to be a shut off in order to calibrate effectively and that there are issues on the design. He stated that there should not be a riser board with the flume unless it is calculated into the formula that is used to determine flow and that we will need the engineer to verify accuracy. Further discussion included current rates against consumption which would generate slightly more revenue than anticipated. A major variable on the expense side will be capital as well as the time period on repaying the interfund transfers. Sean presented his Capital improvement plan draft which included tank sealing, CCTV and flushing of lines to determine the state of the lines, meter pit study, and the need to upgrade. He informed members that he has met with Bangor to discuss their Capital plan so that both theirs and ours align. Council consensus was to keep focusing on numbers prior to the rate hearing.

b. **Transfer station sticker policy** – Manager Jennings summarized the direction that came out of the working group. The first step is to consolidate all the various policies, rules, and regulations into one document that everyone uses. In working group they went over about 14 judgement type suggestions with a goal of getting policy direction. In a nutshell, the consensus was to move toward residency and/or being a property tax payer as the determining factor on obtaining a decal, and not the location of their car registration. Manager Jennings will complete the draft policy and bring it back for review.

c. **Update on use of GPS units in DPW vehicles** – Manager Jennings reported that the GPS units are functioning and the reporting capability is working. Rosemary is being trained on the generation of reports. Sean went over recent data with the committee explaining what the various fluctuations were attributed to. The units have also provided information to refute resident complaints that certain roads had not been plowed. Members discussed being able to utilize the data year round and not just for storms and plowing. Discussion followed regarding use of certain trucks for different aspects of plowing, such as routes, dirt roads, efficiency, weather and temperatures. Councilors offered information on questions and complaints received by citizens regarding plowing to which Director Currier offered

Ivan P. McPike (Mayor, A/L)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN

IN THE TOWN COUNCIL

Terry McAvoy (3)
David I. Ryder (4)
Mark S. Cormier (A/L)
Gregory J. Sirois (A/L)

Order 2017-XX
Adoption: December XX, 2017

ORDER ADOPTING UPDATED TRANSFER STATION DECAL POLICY

ORDERED, that the Town Council hereby approves an updated Transfer Station Decal Issuance Policy, to read as written below. Text additions from the previous version of the Policy are shown as underlined text; text deletions are marked with ~~strikethrough~~.

TRANSFER STATION DECAL ISSUANCE POLICY

The Hampden Transfer Station is for the use of Hampden residential property owners and renters ~~who occupy single family residential units or a residence in a multi-unit development of four or fewer units~~. No vehicle will be allowed entry to the Transfer Station without a current decal. A grace period is provided for vehicles with a valid decal from the prior year, which will be allowed entry during the month of January only. Decals may be purchased at the Town Office during normal business hours at a cost specified in the Town of Hampden Fees Ordinance.

1. The vehicle registration of the vehicle on which the decal will go must be presented at the time of ~~sticker~~ decal issuance.
2. To qualify for a residential decal, ~~a vehicle must be registered~~applicants must provide proof of current residence in Hampden. Residents who otherwise qualify for a ~~sticker~~ decal but who have company-owned vehicles not registered in Hampden ~~, without the company name or logo on the vehicle,~~ may receive a ~~paper pass for that vehicle for the year for the $10 fee~~residential decal pursuant to Section 4 below.
3. ~~Seasonal~~ Non-r~~R~~esident applicants must own ~~single family residential~~ property not used solely for rental purposes ~~and provide proof of vehicle registration~~. An owner-occupant of property that includes rental space will be eligible to purchase a decal.
4. Businesses are not generally eligible to purchase decals or utilize the Transfer Station. ~~No stickers~~ Decals will only be issued for ~~commercial construction/contractor~~ vehicles registered to a business, and/or with company name or logo on the vehicle, if the vehicle is owned by an eligible resident of Hampden and serves as the resident's personal vehicle. In this situation, the owner of the vehicle will be required to provide documentation that the company has a current commercial waste disposal contract~~,~~. The requirement to document a commercial waste disposal contract may be waived for companies that do not generate commercial waste in the normal course of business (i.e. accountants, realtors). ~~regardless of place of registration.~~

5. ~~Stickers~~ Decals will not be issued to trucks other than pickups with a regular pick-up bed of no more than 8 feet.
6. Transfer station decals must be permanently affixed to the inside of the windshield on the driver's side of the vehicle for which it was issued. Plate numbers on the decal must match the plate number on the vehicle.
7. Vehicles without a decal or ~~appropriate paper pass~~ a Temporary Vehicle Pass will not be allowed access to the transfer station.
8. A refund or replacement decal will not be provided unless the original decal purchased is returned to the Town Office. A refund for Refrigerant Disposal Stickers will not be provided unless the original sticker purchased is returned to the Town Office in saleable condition.
9. A Temporary Vehicle Pass usable only on dates specified on the Pass will be sold to seasonal residents, and non-resident caretakers of local residents, at a cost specified in the Town of Hampden Fees Ordinance. Seasonal residents seeking a Temporary Vehicle Pass will be required to provide documentation of the term of local rental. Non-resident caretakers of local residents will be required to provide documentation of their relationship to the local resident(s) under their care. Upon documentation of local residence (or seasonal occupancy), a Temporary Vehicle Pass may be issued for a rental car.
10. A Temporary Vehicle Pass may be issued to a non-Hampden resident living locally only upon documentation that the person is living in Hampden on a temporary basis due to displacement from their primary residence resulting from fire, mold remediation, etc.
11. ~~7.~~ The holder of a Temporary Vehicle Pass must accompany the vehicle for which the Pass was obtained. Commercial vehicles or contractor vehicles or larger than a full-sized pick-up are not eligible for a Temporary Vehicle Pass.

This policy was amended by the Hampden Town Council on 2/17/2009, ~~and on~~ 10/5/2015 and on 12/XX/2017. The effective date of the revised policy is December XX, 2017.

Town Clerk: ORDERED by a majority of the Town Council:

_____ _____

Paula Scott

_____

_____

_____

_____

_____

_____

Ivan P. McPike (Mayor, A/L)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN

IN THE TOWN COUNCIL

Terry McAvoy (3)
David I. Ryder (4)
Mark S. Cormier (A/L)
Gregory J. Sirois (A/L)

Order 2017-XX
Adoption: December XX, 2017

ORDER ADOPTING UPDATED TRANSFER STATION RULES & REGULATIONS

ORDERED, that the Town Council hereby approves updated Transfer Station Rules and Regulations, to read as written on the attached pages. Text additions from the previous version of the Rules & Regulations are shown as <u>underlined</u> text; text deletions are marked with ~~strikethrough~~.

This policy was amended by the Hampden Town Council on 10/5/2015 and on 12/XX/2017. The effective date of the revised policy is December XX, 2017.

Town Clerk:

_____
Paula Scott

ORDERED by a majority of the Town Council:

_____

_____

_____

_____

_____

_____

_____

TOWN OF HAMPDEN
SOLID WASTE TRANSFER STATION RULES & REGULATIONS

The Town of Hampden has a Solid Waste Transfer Station located at the Public Works Facility on the Canaan Road. This facility is for disposal of Hampden residential trash only.

- No Commercial Haulers allowed
- No Contractor vehicles allowed

~~PERMITS~~TRANSFER STATION DECALS

A ~~permit~~ decal on the vehicle is required for access to the facility. ~~Permits~~ Decals are available at the Town Office at a cost specified in the Town of Hampden Fees Ordinance~~of $10 per sticker per vehicle per calendar year~~. **A current vehicle registration must be presented annually in order to obtain a ~~sticker~~decal.** Eligibility requirements are specified in the Transfer Station Decal Issuance Policy. ~~Only year round residents or seasonal residents who do not use their property for rental purposes are eligible to purchase stickers. Businesses and residents of apartment or private complexes with more than four units are not eligible to purchase stickers or utilize the Transfer Station.~~ No vehicle will be allowed entry to the Transfer Station ~~after February 1st of each year~~ without a current decal. A grace period is provided for vehicles with a valid decal from the prior year, which will be allowed entry during the month of January only.

A ~~one-day permit~~Temporary Vehicle Pass is available ~~for a resident to obtain in order to use a borrowed vehicle. To acquire this, bring the number of your existing permit to the Town Office and ask for a Temporary Vehicle Permit. The permit is available at no charge and is valid for one day only. You must accompany the vehicle for which you obtained the permit and the vehicle cannot be a commercial or contractor vehicle or larger than a full-sized pick up~~based on eligibility and requirements specified in the Transfer Station Decal Policy.

HOURS OF OPERATION

MONDAY – CLOSED
TUESDAY – CLOSED
WEDNESDAY – 10 A.M. – 6 P.M.
THURSDAY – 10 A.M. – 6 P.M.
FRIDAY – 10 A.M. – 6 P.M.
SATURDAY – 8 A.M. – 4 P.M.
SUNDAY – 8 A.M. – 4 P.M.

CLOSED ALL LEGAL HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
4th of July	Christmas Day

EARLY CLOSURES

December 24 (close at noon)
December 31 (close at 2 pm)

WEATHER RELATED CLOSURES

During severe winter weather, the DPW Director may close the Transfer Station on a temporary basis to direct available personnel resources toward weather-related needs. All such temporary closures will be posted to the Town's website and Facebook page with as much prior notice as possible.

DISPOSAL SCHEDULE

SOLID WASTE -

ACCEPTED ON ANY DAY THAT THE TRANSFER STATION IS OPEN.

SHARPS DISPOSAL –

ACCEPTED ON ANY DAY THAT THE TRANSFER STATION IS OPEN. THERE IS A SEPARATE RECEPTACLE AT THE TRANSFER STATION FOR SHARPS DISPOSAL

SWAP SHOP ITEMS –

ARE ACCEPTED AT THE 'SWAP SHOP' ON ANY DAY THAT THE TRANSFER STATION IS OPEN, AND MAY BE TAKEN FROM THE 'SWAP SHOP' ON ANY DAY THAT THE TRANSFER STATION IS OPEN.

RECYCLABLES –

ACCEPTED ON ANY DAY THAT THE TRANSFER STATION IS OPEN.

CONSTRUCTION & DEMOLITION DEBRIS, WOOD, METAL, APPLIANCES AND ASPHALT SHINGLES –

THESE ITEMS ARE ACCEPTED ON THE 2ND AND 4TH WEEKEND OF EACH MONTH **ONLY**.

REFRIGERANT DISPOSAL FEE –

There is a $15 fee for the disposal of any appliance with refrigerant (refrigerators, freezers, some air conditioners). A permit sticker for the disposal of such items must be picked up at the Town Office prior to disposal, and these items can only be taken to the transfer station on the second and fourth weekends of each month. Permit stickers must be affixed to the item.

BEFORE YOU GO TO THE TRANSFER STATION DISPOSAL TIPS…

TELEVISIONS, COMPUTER PARTS and FLUORESCENT LAMPS are accepted any time the Transfer Station is open.
TIRES all must have rims removed. No more than four tires will be accepted.
PAINT CANS must be empty and rinsed out with lids removed.
METAL BARRELS, 5, 30, AND 55 GALLON DRUMS must have at least one end removed and they must be washed out.
LEAVES, GRASS, AND YARD AND GARDEN CLIPPINGS must be bagged and disposed of in the trash compactors along with solid waste.
TREE LIMBS AND BRANCHES – Must not exceed 10' in length and are acceptable only on the 2nd and 4th weekends of each month.

ZERO-SORT RECYCLING

The Town of Hampden operates a Zero-Sort recycling program at the Transfer Station. There is a separate compactor at the facility in which many recyclables are deposited. There is no need to separate these recyclable materials, however, if they are disposed of in a bag, the bag must be clear plastic in order to be placed in the compactor.

Recyclable materials that can be deposited in the Zero-Sort Compactor include:

Magazines & Books	Newspaper
File folders & office paper	Mail & Greeting cards
Corrugated cardboard	Paperboard boxes
Paper Cartons	Plastic Containers
Large Rigid Plastics	Metal cans
Glass bottles	

Non-recyclable items that **cannot** be deposited in the Zero-Sort compactor include:

Plastic bags	Mirrors
Window Glass	Light bulbs
Dishes	Pyrex
Ceramics	Paper Towels
Facial tissue	Styrofoam
Recyclables containing food waste	Paints
Oils	Hazardous material
Needles	Syringes
VCR tapes	CD's/DVD's
Scrap Metal	Pots or Pans

UNACCEPTABLE WASTES

- AUTOMOTIVE PARTS containing hazardous fluids including batteries, engines, transmissions, etc. These items should be disposed of in a salvage yard.
- STUMPS will not be accepted.
- HAZARDOUS WASTE will not be accepted. This includes paint thinners, cleaners, poisons, asbestos, chemicals, and petroleum products such as gas, oil and kerosene.

COMPOSTING

The Town of Hampden is making every effort to protect our environment and to keep waste disposal costs as low as possible. In addition to observing the guidelines above, you can help reduce the amount of waste that you produce in your home. Home composting, for example, is easy to do and not only reduces the waste stream, but produces usable garden fertilizer. The Town participates annually in the State Planning Office Home Composter Program by subsidizing the cost of home composters for interested Hampden residents. To find out more about home composting and when the next composter order will be placed - call ~~Rosemary~~ the Department of Public Works at 862-3337.

QUESTIONS? CALL ~~ROSEMARY~~ THE DEPARTMENT OF PUBLIC WORKS AT 862-3337.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444

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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: December 7, 2017
RE: Timber harvesting on LL Bean parcel

In late 2014, the Town executed a Timber Sale Agreement with Prentiss & Carlisle for timber harvesting of select Town-owned parcels pursuant to the 2008 Forest Management Plan. The Forest Management Plan is on the Town website at www.hampdenmaine.gov/plans.

The issue was discussed at the October, November and December 2014 Infrastructure Committee meetings (minutes online), leading up to a vote of the Town on December 1, 2014 to authorize the Manager to execute the agreement. Its scope includes three areas for cut/survey: the Business Park; Dorothea Dix Park; and the LL Bean Parcel.

The Council's vote did not impose any time limitations on performance of the work, but the prior contract expired in 2016 with all work complete except timber harvesting designated areas of the LL Bean parcel. An excerpt of the forestry plan is enclosed.

I met with Dale Robinson from P&C earlier this week to review a proposed contract renewal. Councilor Ryder facilitated this contact. P&C has its equipment and personnel mobilized in our area on another project that will complete early next week, and they propose to begin work under a new contract as early as Tuesday.

Consultation with the Town Attorney confirmed my authority to execute a new contract based on the authority of the 2014 vote. My experience working with P&C has thoroughly positive, and the work as set out in the 2008 Plan is well considered. In the absence of Councilor objection prior to or at Monday's meeting, I intend to sign the contract that evening with work to begin next week.

This will be introduced for discussion at Monday's meeting, and I will also ask the Committee's thoughts regarding potential opportunities to coordinate the work to advance other public objectives.

Angus Jennings <townmanager@hampdenmaine.gov>

Re: Authority for contract renewals and extensions

1 message

Edmond J. Bearor [redacted] Thu, Dec 7, 2017 at 9:53 PM
To: Angus Jennings <townmanager@hampdenmaine.gov>

Angus, I have reviewed the contract and the council minutes in which it was authorized that the town engage P&C to do the timber harvesting which was later described in detail in the contract. It is not apparent from the minutes that the contract terms had been agreed upon beforehand and were approved by the council when adopting the motion to enter into any specific contract. Perhaps a proposal submitted by P&C contained, essentially all the terms of the contract, but such was not made clear , in the motion,
if in fact it was the case.
The purchasing policy offers no guidance in this situation.
In my opinion the term of the contract was not necessarily a material part of the contract and could have been amended during the term of the contract. It is my further opinion that despite the contract term having expired before all contemplated work had been completed, should you wish to extend or reconfirm the agreement so that it's completed without further changes to its terms you may do so.
Notwithstanding the foregoing rationale and my belief that as town manager you can take action to insure completion of the original
Agreement, I understand that you will advise the council
of your intentions before taking final steps to engage P&C to
Finish it's work, which is prudent.
I am traveling tomorrow morning, but if you send a message. I will respond. Thanks.

Sent from my iPhone

Ed Bearor

EXHIBIT A -- HARVEST AREA MAP
PROPERTY OF
TOWN OF HAMPDEN

"L.L. Bean Parcel"
Hampden, Maine

FON# 508205

Legend

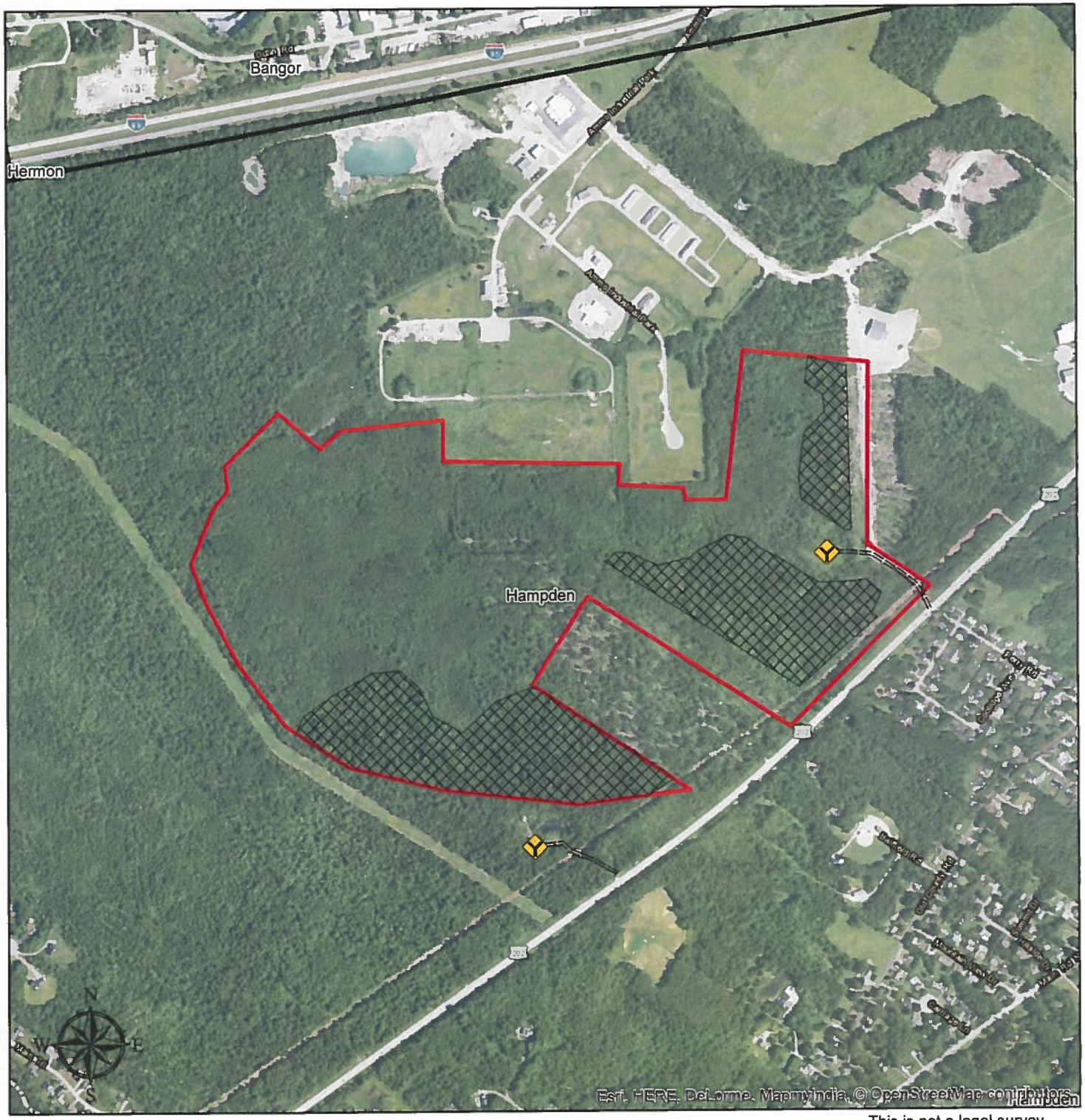
- LL Bean Parcel
- Harvest Area
- Yard
- ===== Harvest Site Access

Streams

- Intermittent
- Perennial
- Town Lines

0 500 1,000 2,000 Feet

1:12,000



Prentiss & Carlisle
Forest Resource Management and Timberland Services

Prepared By: Dale L. Robinson LF # 3322
Prentiss & Carlisle Management Co.
107 Court St. Bangor, ME
December 12, 2017
NAD 1983 UTM ZONE 19N

This is not a legal survey.

Prentiss &Carlisle
Forest Resource Management and Timberland Services

Exhibit C

107 Court Street | PO Box 637 | Bangor, Maine 04402-0637
207.942.8295 | fax 207.942.1488 | prentissandcarlisle.com

To : **Town of Hampden** **December 29, 2014**

Re: **Proposal for Clearing in Business Park, Harvesting Timber on LLBean Tract, and Cleanup and Beautification of Dorothea Dix Park**

From: **John McGeechan - Prentiss & Carlisle Management Co., Inc.**

Phase 1 – Clearing ROW's and building envelopes in Business Park in accordance with Sargent's guidelines.

Business Park - All timber would be harvested within ROW and building envelopes. Outside the designated areas a thinning targeting the poplar, w. birch, fir, and unhealthy trees would be implemented. Timber would be processed in an open area on one of the building envelopes and tops and limbs put up for chipping or grinding to leave a "clean job".

LLBean Lot – During this phase, two areas would be targeted for a thinning (these two areas are depicted on attached map). The thinning would be target poplar, fir, spruce, w. birch, poor quality hardwoods with a removal of approximately 40-50 % of standing volume. The more tolerant species including w. pine, hemlock, and hardwoods would be the favored trees to leave. These two areas contain approximately 30-35 acres and the yard would be in the vicinity of the X marked on attached map (Also the same area to be used for parking at a later date). Timing of this phase would be before January 10, 2015 to not impede Sargent's work in the Business Park. Depending on weather conditions (need frozen conditions) the two areas in the LLBean parcel may not be ready to harvest.

Estimated volume to be harvested 600+/- cords.

Estimated stumpage revenue in the $14,000-$17,000 range (Business Park alone would generate $6000 - $7500 in stumpage revenue).

Phase 2 – Cleanup and Beautification of Dorothea Dix Park.

This cleanup process would involve using a processor and forwarder to harvest and remove poor quality trees, dead and dying trees and intolerant species (poplar, w. birch, fir). The trees would be processed in the trails (tree tops and limbs would be left in trail) and upon completion a grinder will be brought in to grind these trails. This will make a very pleasing hiking trail.

Town of Hampden's responsibility to remove approximately 6-8' of the stone wall and to gravel the radius for the entrance and exit of trucks accessing the Park. It is also the towns responsibility to provide police traffic safety for the trucks exiting the Park onto Route 1. Prentiss and Carlisle would coordinate with them and make every effort to have multiple trucks at a given time to minimize police officers time there.

Estimated volume to be removed to be 100+/- cds of low value timber.

Estimated cost to the Town of Hampden for this phase to be $12, 400.00

TIMBER SALE AGREEMENT

This Agreement is made this 29th day of **December, 2014** by and between:

Seller:	**Purchaser:**
Name(s): **Hampden – Town of**	Name(s) **Prentiss & Carlisle Management Company Inc.**
Address: **106 Western Avenue Hampden, Maine 04444**	Address: **107 Court Street Bangor, ME 04402-0637**
Tel #: 862-3034	Tel #: **942-8295**
SS# or Federal ID #:	SS# or Federal ID #:

(This Agreement refers to "Seller" and "Purchaser" throughout. Where more than one Seller or Purchaser is a party to this Agreement, references to "Seller" or "Purchaser", as applicable, shall mean all Purchasers or Sellers collectively.)

The Seller agrees to sell to Purchaser and to allow Purchasers entry upon Seller's land, upon the terms and conditions stated below:

I. Property Location/Access/Boundaries

Seller grants to Purchaser permission to enter Seller's land, together with workers and equipment upon the terms and conditions of this Agreement, to harvest forest products from the areas designated by Seller and remove the forest products listed in this Agreement. Purchaser agrees to cut and remove the forest products and to pay Seller according to the terms of this Agreement.

A. Lot Location and Description

Seller's land ("the Lot") subject to this Agreement is located in **Hampden,** Penobscot County, Maine. The Lots are known as the ***Business Park(Map and Lots 10-B-026, 028, 031, 032, 033, 038), LLBean parcel (Map and Lot 10-0-056-2), and Dorothea Dix Park(Map and Lot 45-0-014)*** and is more fully described in the attached maps. **(See Exhibits A & B)**

Designation of Area to be Cut/Survey

Business Park - The ROW, building lots, and sewer water clearing limits are to be flagged out by Sargent Corporation. Outside of the clearing limits the harvest will target poplar, fir, white birch and unhealthy trees.
LLBean parcel– 3 areas are depicted on attached map Exhibit A.
Dorothea Dix lot – Area depicted on attached map Exhibit B.

B. Marking Boundaries

On land where 10 acres or more is to be harvested, the property owner is by law responsible for clearly marking the property line if the cutting is being done within 200 feet of the property line (Title 14 MRSA § 7552A). With respect to this requirement, the parties agree that the responsibility to mark boundary lines, regardless of the acreage to be harvested, shall be met as follows:

Check appropriate provision:

_____ Seller agrees to be responsible for marking property lines prior to Purchaser's cutting.

__X__ Purchaser agrees to determine and mark the property lines from information supplied by the seller. If Purchaser is not confident in the location of the lines a surveyor will need to be brought in at the cost of the seller.

Less than ten (10) acres will be harvested and/or limits of the cutting area are sufficiently within the interior of the Lot to be more than 200 feet from the nearest property line. Therefore, neither Seller nor Purchaser is obligated under this Agreement to mark boundary lines. Notwithstanding the parties' waiver of any survey requirements under this Agreement, Purchaser shall be responsible for overseeing the cutting operation to ensure that cutting occurs only in the designated areas, and that timber trespass is avoided.

Trees on the boundary line with adjacent landowners shall not be cut.

C. **Access**

Check appropriate provision.

__x__ Access will be provided by Seller as indicated below.

_____ Access will be arranged by Purchaser as indicated below.

1. **Access Provided by Seller**

Business Park & LL Bean lot
Access from the nearest public way Route 202 to the designated cutting areas shall be over and upon the respective lots, unless stated otherwise below.

Timber from southwest side of LLBean parcel may be landed on lot owned by Emera Maine if permission granted by Emera.

Dorothea Dix Park
Access from the nearest public way Route 1 to the designated cutting area shall be over and upon the lot unless otherwise stated below. Seller is responsible for removal of stone wall and gravelling entrance as described in **Exhibit C - Proposal**

2. **Access Provided by Purchaser**

Check if appropriate.
N/A Seller does not have legal access to the area to be cut. Purchaser shall be responsible for obtaining such access at Purchaser's cost. Harvesting operations will not proceed until Purchaser has obtained all necessary licenses, permits or other legally binding permissions from other landowners to travel over their land.

Purchasers Use of Access
As applicable, Purchaser agrees to abide by the terms, rules and regulations governing Seller's or Purchaser's rights of access to the Lot.

D. **Seller's Warranty of Title**
Seller is the owner of the Lot and the timber on the Lot with the full authority to sell the timber under the terms of this Agreement. If Seller has designated or obtained access rights over lands of others to be used by Purchaser, Seller herby assures Purchaser that Purchaser may exercise such rights of access without further grant or permission from the other landowners.

II. Term

Purchaser shall commence harvesting after **January 1, 2014** and shall complete harvesting by **April 1, 2016** unless this contract is terminated as elsewhere provided in this Agreement, or the contract is extended by the parties in writing.

III. Description of Timber to be Cut and Removed

Purchaser shall remove and pay for the forest products described on **Appendix A** for the **Business Park** and the **LLBean** lot.

Purchaser shall remove the forest products and complete work described in attached proposal for **Dorothea Dix Park.** This is described as Phase 2 on attached **Exhibit C.** The timber harvested in this phase becomes property of purchaser (no stumpage will be paid to seller for this timber). The seller will also pay the purchaser **$12,400.00** for completing this work.

Purchaser shall withhold payments from the seller until the **$12,400.00** is obtained.

Once the **$12,400.00** is obtained by purchaser, payment shall be made ***Weekly*** at Seller's address as specified on page 1 for forest products removed, as scaled or measured under the terms below.

IV. Status of Parties

A. **Designated Forester or Agent**
For purposes of oversight of Purchaser's compliance with this Agreement, in addition to review by Seller, the parties agree that the person named below (if any) shall also be deemed the designated agent of Seller:

Name of Agent: David Ryder

Agent's Address: 106 Western Ave
Hampden, ME 04444

Agent's Telephone number: 217-1335

The Seller's forester/agent shall be the agent of Seller with authority to review and approve forestry activities on the land during the term of this Agreement, and Purchaser agrees to consult with the forester/agent and abide by the forester's/agent's determinations and instructions to the purchaser during all stages of the harvest under this Agreement.

B. **Purchaser's Status**
Purchaser Responsibilities and Warranties
Notwithstanding any other provision of this Agreement, no relationship of employer/employee or master/servant between the Seller and the Purchaser or between the Seller and any agent,

employee or subcontractor of the Purchaser shall be deemed to exist. Purchaser shall select its own employees, set rates of pay and all terms and conditions for employment, and pay Purchaser's own employees, agents or subcontractors. Neither the Purchaser nor its employees, agents or subcontractors shall be subject to any orders, selection, supervision or control of the Seller. It is mutually understood and agreed that the Purchaser is deemed to be an independent contractor. Nothing herein contained shall prohibit the Purchaser from contracting to purchase and harvest forest products on land of others.

Purchaser warrants and represents that Purchaser does and will employ and utilize the equipment and personnel necessary to perform the harvesting contemplated under this Agreement in a timely manner. Purchaser shall be solely responsible for the acquisition, maintenance, replacement and repair of its equipment, and for the selection, training, supervision, control, direction, compensation, work rules, discipline and termination of its employees or subcontractors. Purchaser warrants and represents that all of its employees will perform in accordance with the requirements of this Agreement when assigned to the work to be performed hereunder. Purchaser will equip and train its employees and subcontractors adequately to perform the required services in a safe, timely and lawful manner.

Purchaser will conduct Purchaser's business to be at all times in full compliance with all requirements of federal, state, and local law, including applicable common law, statutes and requirements, and including but not limited to the requirements of the federal Fair Labor Standards Act, all federal and state labor and employment laws, federal immigration laws, the workers' compensation laws, federal and state equal employment laws, the Internal Revenue Code and state tax laws and regulations, the unemployment insurance laws, the federal Occupational Safety and Health Act of 1970, as amended, and its regulations, state laws pertaining to occupational safety and health, state laws and regulations pertaining to wood harvesting, and any other laws or governmental rules and regulations pertaining to the services to be provided hereunder.

The purchaser will ensure that full timely payment is made:

1. for all employee wages and benefits, fuel and supplies;
2. for the lawful disposal of any regulated or hazardous waste or substances it handles; and
3. of any and all contributions or taxes for unemployment insurance, old age retirement benefits, workers' compensation or any other such employee entitlements now or hereafter imposed by law.

Purchaser is and will remain in compliance with the Maine Workers' Compensation Act and Maine Employment Security Law.

Purchaser agrees to indemnify the Seller from all loss, cost or expense, including defense costs and attorney fees, arising by reason of the breach of any of these warranties or representation.

V. Forestry Practices

The following are minimum forestry practices applicable to this Agreement. Purchaser will, at Purchaser's sole cost and expense, harvest and designate types of species of wood from the designated cutting areas during the term of this Agreement in accordance with the accepted principles of professional forestry, the Maine Forest Practices act and rules and regulations promulgated under 12 M.R.S.A. Chapter 805, Subchapter III-A, and the following agreed standards of performance.

A. Harvest Notification

The purchaser begins harvesting operations, the party designated below shall notify the Maine Bureau of Forestry, as required by Title 12, § 8883 of the Maine Revised Statutes.

( ) Seller
(X) Purchaser
( ) Other designated agent (specify)

The party indicated above shall retain a copy of the notification form and, unless otherwise specified below, shall be responsible for reporting harvest information in compliance with Maine law. If Purchaser or a designated agent other than Seller has the responsibility of filing such harvest reports, the person responsible for such filings shall provide copies of the reports to Seller at the time they are submitted to the Maine Forest Service.

B. Scaling

All wood meeting the specifications of the parties as set forth on Paragraph III of this Agreement shall be measured as specified below:

Sales of volume shall be measured in standard cords, board feet, tons, or pounds in accordance with the Wood Measurement Rules.

Scaling of products, including scaling procedures and scaling records, shall be carried out and maintained in accordance with the directions of Seller. In the event that scaling is done on the Lot at harvesting site, it shall be done by a person or persons acceptable to Seller (who shall in any event be State licensed scalers) and the cost of scaling shall be paid by Purchaser.

In the event that scaling of products is done off premises, it shall be done in a mill yard or at such place as is acceptable to Seller.

Reports of volume (legible stumpage sheets, measurement tally sheets or the like) shall be provided in full to Seller on a **weekly** basis by Buyer as wood is delivered to receiving mill.

Further, Purchaser shall forward a **weekly** report showing in full the volumes for all wood products hauled from the Lot. Such volumes reports will include the following:

X _____ the name of the harvest contractor or subcontractor
X _____ date of loading
X _____ product type and species

C. Utilization Requirements

1. Harvesting shall proceed in an orderly manner from the back of the lot to the front, or in an equivalent manner which will ensure completion of cutting in all areas designated for harvest. Only wood designated by the Seller/Seller's agent shall be harvested.
2. Small end diameter shall not be less than the minimums specified by purchasing mills for types of wood and product.

D. Condition of Roads

Purchaser agrees to maintain and leave any existing access roads in the same or better condition than when harvesting began. The cleared size of landings shall not exceed that needed for sale and efficient skidding, chipping and/or loading operations.

E. Transportation Facilities

Purchaser may construct and maintain roads, bridges and other access appurtenances as needed for harvesting. The location and clearing widths of all haul roads and landings constructed by Purchaser shall be agreed to between Purchaser and Seller. Such agreement shall be by written memorandum before construction is started.

F. Slash

Purchaser shall be responsible for disposing of all slash resulting from harvesting operations, so that none shall remain on the ground within twenty-five (25) feet of the adjoining property lines. For purposes of this paragraph, adjoining property lines shall include, in addition to land of third parties, the boundaries of railroad rights of way, and electric power, telephone, pipeline and other utility easements. Purchaser shall also remove all slash a distance of fifty (50) feet from the bounds of any adjoining highways or public ways.

Purchaser shall not place, deposit or discharge, directly or indirectly into any inland or tidal waters, or on the ice or banks of such waters, any materials resulting from the harvest of forest products (including slabs, edgings, sawdust, shavings, chips, bark or other forest products refuse) in such a manner that they may fall or be washed into such waters or in a manner which would allow drainage from such deposits to flow or leach into such waters.

G. Litter/Pollution Avoidance

Purchaser shall not discard or otherwise dispose of litter on the property of Seller or any private property, into waters of the State or on ice of such waters, or upon any adjacent highway or public way, and shall be responsible for off site disposal of garbage and refuse generated by forest operations in a lawful manner. For purposes of this paragraph, litter means all waste materials, including bottles, cans, machine parts and equipment, junk, paper, garbage and similar refuse, but shall not include the wastes of the primary processes of forest product harvesting, such as sawdust and slash.

Purchaser shall not service skidders, trucks or other equipment at locations where pollution of waters of the State of Maine is likely to occur.

H. Fire Suppression

Purchaser shall comply with all forest fire suppression laws of the State of Maine.

I. General Compliance with Forestry, Land Use and Environmental Laws

Without limiting the scope of the preceding paragraphs, Purchaser shall comply with all laws, ordinances and regulations of the municipality where the Lot is located (if the township is organized), the State of Maine and of the United States relating to timber cutting; removal and disposal of slash, debris and litter; construction of roads, trails and landings; protection of streams, rivers and other waters of the State of Maine; soil erosion; and all other laws, regulations and ordinances pertaining to forest product harvest operations and their effect on the environment and land use, including but not limited to, the applicable standards of the Maine Land Use Regulatory Commission and rules and regulations established thereby and forest regeneration and clear-cutting standards of the Bureau of Forestry, Department of Conservation of the State of Maine adopted under the Maine Forest Practices Act. Best Management Practices as published in Erosion and Sedimentation Handbook for Maine Timber Harvesting Operations will be implemented.

Purchaser warrants that Purchaser will promptly notify Seller on any occasion on which Purchaser may be cited for a violation of laws governing the harvest operation.

VI. Default/Enforcement of Obligations

Upon the occurrence of any event of default by Purchaser, Seller may, at any time thereafter, do any or all or any combination of the following:

A. Seller reserves the right, for good cause, to halt Purchaser's harvest operations and terminate this Agreement, if in the opinion of Seller or Seller's designated forester/agent, the Purchaser is breaching the terms and conditions of this Agreement.
B. Enter into the Lot and take possession of all forest products remaining on the Lot.
C. Require Purchaser to give an accounting of all forest products hauled from the Lot or yarded thereon.

D. Require Purchaser to pay stumpage at rates and scales specified in this Agreement for all merchantable material left in the woods or wasted in stumps or tops.
E. To grant other permits to third parties to complete the harvesting specified in this Agreement in the event of termination of this Agreement or for unexcused harvesting stumpage by Purchaser.
F. Take corrective action as Seller deems necessary to abate erosion or damage to the Lot and to remove slash, litter and abandoned property of Purchaser, at Purchaser's cost.
G. Enjoin any activity of Purchaser in default of this Agreement, and/or seek any other judicial or administrative remedy available to Seller at law or in equity.

Upon the termination or completion of this Agreement, Seller or Agent may examine the Lot and any access road, and report to Purchaser any failure on the part of Purchaser to comply with the conditions, terms and specifications of this Agreement.

VII. Insurance

Purchaser shall provide and maintain during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability Insurance

1. Purchaser shall take out and maintain during the term of this Agreement, Workers' Compensation Insurance covering all its employees and any others performing work related to this Agreement, with the coverage set forth in Maine statutes, and Employer's Liability Insurance covering all such persons; or

B. Public Liability and Property Damage Insurance

The purchaser shall take out and maintain during the term of this Agreement, Public Liability and Property Damage Insurance to protect against claims for damages for bodily injury, including personal injury to or destruction of property which may arise from operations performed under this Agreement. The minimum amounts of such insurance shall be as follows:

Bodily Injury Liability: $100,000 each person, unless another amount is specified here: $1,000,000
$500,000 each occurrence, unless another amount is specified here: $1,000,000

Property Damage Liability: $100,000 each occurrence, unless another amount is specified here $1,000,000

VIII. Indemnity

Purchaser shall indemnify and hold Seller and Seller's forester, agent, and employees from and against any and all manner of claims, suits, fines, penalties and expenses incurred by Seller, and/or Seller's forester, agent and employees arising or allegedly arising out of the performance of this Agreement by Purchaser and Purchaser's agent, employees, contractors or invitees or on account of Purchaser's use of the Lot or its access.

In the event Seller shall be forced to resort to legal action to enforce any provision of this Agreement or to defend against claims or actions resulting from Purchaser's performance under this Agreement, Purchaser shall be responsible for all Seller's costs, including reasonable attorney and paralegal fees and court costs, and the cost of any professional services necessary for the determination of fault or the scope of Purchaser's non-compliance with this Agreement. Purchaser's agreement to hold Seller harmless under this paragraph shall survive the termination or expiration of this Agreement.

IX. Assignment

Purchaser shall not assign this Agreement without Seller's prior consent in writing.

Entire Agreement

This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in this Agreement. No consent or waiver, express or implied by the Seller to or of any breach of any obligations of Purchaser under this Agreement shall be construed as a consent or waiver to or of any other breach of such obligations. This Agreement may be amended only in writing signed by the Seller and Purchaser, and deny other persons against whom enforcement of this Agreement is sought.

The parties have subscribed their names to this Agreement, agreeing to be bound by it, as of the date stated on the first page of this Agreement.

Seller (Sellers)

Prentiss & Carlisle Management Co., Inc.

V.P

Purchaser (Purchasers)

APPENDIX A
Stumpage Rates
Hampden - Town of
Libean parcel & Business Park clearing **Harvest Volume 600+/- Cords**
January 1, 2015 - April 1, 2016
FON # 473288

Wood Form & Species	$ PER MLBS	$ PER MBF
Hardwood TL	$ 4.50	
Biomass Chips	$ -	
White Pine pulp	$ 0.50	
Spr/Fir Pulp	$ 4.00	
Poplar G/W TL	$ 5.50	
Hem/Tam Pulp TL	$ 0.50	
Spr Studwood CTL	$ 10.00	
Birch Bolt Grade 1, 2, 3		$ 115.00
Pine sawlog LR		$ 150.00
Pine Pallet		$ 15.00
Pine Select		$ 175.00
Hemlock Logs		$ 60.00

PRENTISS & CARLISLE MANAGEMENT CO., INC.

BY: [signature]
ITS: V.P.
Date: 12-29-14

BY:
ITS:
Date:

LANDOWNER

BY: [signature]
ITS:
Date:

BY:
ITS:
Date:

PROPERTY OF
Hampden - Town of

Hampden, ME

Total Acres: 219
Proposed Harvest acres: 68 +/-

Exhibit A

Legend

- Business Park Harvest Area
- LL Bean Parcel

Harvest areas

Type

- Harvest Area Phase 1
- No Harvesting

This is not a legal survey.

Prentiss & Carlisle
Forest Resource Management and Timberland Services

Prepared By: John McGeechan
Prentiss & Carlisle Mgt. Co.
107 Court St. Bangor, ME
December23, 2014

Exhibit B

175 0 175 350
Feet

Notes:
Map Prepared By: Gretchen Heldmann
Date of Preparation: 14 October 2008
Projection: UTM, Zone 19
Datum: NAD83
Source of Data: Town of Hampden
DISCLAIMER:
For use by the Friends of Dorothea Dix Park Group only.
Not for legal use or conveyance.

GIS TOWN OF HAMPDEN MAINE IT

Town of Hampden
Penobscot County, Maine
106 Western Avenue
Hampden, Maine 04444-1428
Office: (207) 862 3034
Fax: (207) 862 5067

Dorothea Dix Park
New Plans Map

Notes/Thoughts/Comments of FoDDix Members:

LEGEND

- Big Oak
- Big Wolf Pine
- Big Ash
- Big Oak Cluster
- Foundation?
- Old Metal Garbage
- Hopkins Rd Extension?
- Current Trails
- Pit Area
- Wetland Area
- Picnic Area
- ADA Accessible Lookout Area
- Parking Area
- Pavilion
- Proposed New Trails

FINAL REPORT

Forest Management Plan
Four Parcels
Hampden, ME

Prepared For

Town of Hampden

August 10, 2007

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6 LL Bean Tract

6.1 Plan Summary

The LL Bean tract is located on the north side of Route 202 approximately 1.3 miles northeast of the Coldbrook Road/Route 202 intersection. The tract contains about ¼ mile of frontage on Route 202, and is about 218 acres in size with 194 acres classified as forested. The parcel was owned by the US Government and served as a military installation until 1981. During that time, the primary management objective at that time was to support military training. Clearcutting was used to keep trees and brush from obscuring radar visibility from the training facility. In 1981, the parcel was granted to Ernest Sprowl and Salvatore Messina, who then transferred it to L.L. Bean, Inc. in 1989. In 2004, L.L. Bean granted the property to the Town of Hampden. It is unclear whether the tract was harvested from 1981 through 2004.

Based on our assessment, we believe this tract can be used to meet all of the Town's goals, which are; preserving open space, providing public recreation opportunities, maintaining habitats and ecosystems, protecting water quality and demonstrating good forest management. The objectives for this tract are:

1. Develop active recreation opportunities including recreation trails
2. Improve the aesthetic quality of the property
3. Improve wildlife habitat and biodiversity
4. Realize a positive financial return through careful timber harvests

At 218 acres, the L.L. Bean tract is the largest contiguous timberland tract owned by the Town and the best of the four parcels for timber management. It is also well-located for recreational use (ATV, snowmobile, hiking trails, ski trails) given its frontage on Route 202. There is an extensive trail system throughout the property that should be improved and enlarged to accommodate the planned recreational activities. The parcel would not serve as a peaceful "wilderness" setting because traffic noise is very high from both I-95 and Route 202.

The forest contains three broad age/structural classes. There are 79 acres that apparently regenerated following clearcuts about 30 years ago and comprise the youngest age class. These stands are beginning to produce merchantable size trees (5"+ dbh), will grow rapidly over the next 10-20 years and can be commercially thinned in the next 10-20 years. There are about 70 acres of mature stands that should be harvested within the next 10 years. These stands regenerated 45-70+ years ago resulting from commercial clearcuts. Most of these stands contain residual trees that were not merchantable during the commercial clearcut. We recommend treating these stands within the next 10 years to improve species composition and quality. Last, there are about 45 acres that contain two distinct age classes, with an overstory that is 70+ years old over a younger age class that is about 30 years old. These stands can be harvested within the next decade.

The most challenging aspect of managing this forest is in improving stands that have been degraded due to extensive clearcutting and aggressive harvesting. Mixedwood stands that were clearcut have grown back to pure aspen and aspen/red maple stands, while spruce dominated stands have re-grown to fir, red maple and aspen stands. The change in species composition is typical following aggressive harvesting; mature stands comprised primarily of long-lived shade tolerant or intermediate species are clearcut and regenerate as intolerant stands (i.e. aspen, white birch), or intermediate or tolerant stands comprised of short-lived species (i.e. balsam fir and red maple), or a mix of these types. If left alone, the intolerant stands would eventually be replaced by intermediate and shade tolerant species that are longer-lived (i.e. spruce, red oak, white pine, sugar maple).

The key to forest management on this parcel is to use carefully planned harvesting to accelerate the process of succession and thereby move stands of intolerant and or short-lived species to stands of intermediate/tolerant long-lived species more rapidly than what would occur naturally. Harvest prescriptions should be geared towards altering the current species composition by targeting aspen, white birch, and balsam fir for removal and favoring desirable species (Table 6.1). In addition, poor quality red maple, pine, hemlock, and cedar should be removed.

The change in species composition and quality can take 2-3 entries on a 15-year basis (i.e. 30-45 years) before a marked change in composition and quality is realized. The long-term silvilculture strategy is to maintain each stand in an uneven-age state by conducting periodic partial harvests on a 10-20 year interval with the goal of growing large diameter sawlogs.

In total, we recommend harvesting about 860 cords of roundwood, primarily from the SH3A, SH3B, P4D/M2A, S4D/S2B, and P4B stands in the next 5 years. Combined, these types represent 115 acres for an average removal of 7 cords/acre. The P4B and SH3A stands are uniformly well-stocked, at an economically optimal stage for commercial harvesting and will support a higher average removal rate. The HS3B, P4D/M2A, and S4D/S2B stands, however, are marginal in terms of economic operability and highly variable in stocking. Harvesting should not be prescribed uniformly throughout these marginal stands but should vary depending on small-scale stocking, species composition and stand structure. Some areas should be treated with overstory removal, improvement thinning, and group selection while other areas should be left unharvested. Areas treated in these marginal types will have one or more of the following criteria: (1) a higher volume than the average for the type, (2) more trees at risk of dying in the near future, and (3) the presence of good quality spruce, oak, maple or pine (regeneration or pole-size) that could respond to thinning neighboring poor quality trees. These criteria should be assessed on the ground in the harvest planning phase.

Table 6.1. Species desirability and silvical characteristics for softwood and hardwood (next page) species

Broad Type	*Desirabilty	Species	Habitat	Shade Tolerance	Practical Lifespan (yrs)	Insects/Disease	Size	Comments
Softwood	high	Red spruce	Fair sites--competes best on poorer drained/shallow soils	Tolerant	250-350	Few chronic issues; susceptible to spruce budworm especially when associated with fir	15-24" DBH; 60-75' tall	Economically valuable, long lifespan and shade tolerance provide many options for forest management and make red spruce a highly desirable tree
	high	White pine	Fair to good sites--occupies deeper better drained soils than spruce, fir, and cedar	Intermediate	200-400	Regeneration prone to pine weevil if grown in open conditions but can be reduced if regenerated under a partial canopy; relatively few other issues	20-40" DBH; 60-120' tall	Economically valuable, long lifespan, good wildlife tree as a perch for raptors, cavity tree for birds and mammals and coarse woody debris for denning; highly desirable tree given the objectives for this forest
	neutral	Hemlock	Fair to good sites--ssociated with spruce and pine; typically occupies sites with better drainage than spruce and fir	Very tolerant	300-400	Large trees prone to red-heart rot, which limits the economic value of stems but increases wildlife value for denning	18-33" DBH; 50-75' tall	Relatively low economic value for softwood species, long lifespan and shade tolerance provide many options for forest management; grows large and is valuable as a cavity tree (standing and down) for wildlife
	neutral	Cedar	Poor to fair sites--ssociated with spruce and pine; typically occupies sites with a little better	Tolerant	150-350	Prone to heart rot	10-20" DBH; 40-60' tall	Low economic value because of rot and poor form; good cavity tree for birds
	low	Balsam fir	Fair to good sites; generally outcompetes spruce on slightly better drained (somewhat poorly drained), deeper and richer sites	Tolerant	70-150	Chronically prone to spruce-fir fungi butt rot complex that causes rot at the base of the stem that spreads upwards and leads to winthrow; rot occurs rapidly and generally in trees > 8" DBH; major host for spruce-budworm	10-20" DBH; 60-80' tall	Grows rapidly, regenerates prolifically, high value for studwood, but difficult to grow for more than 60 years. As such, it is not a good choice as a primary species in an uneven-age forest with the objective of growing large, old sawlog-size trees; some fir component will be present regardless of silviculture. Fir is a good source of cover for snowshoe hare and deer but is a poor source of browse and a last resort for deermoose

*High indicates that management should increase the abundance, neutral indicates no change; low indicates a desire to decrease the abundance

Broad Type	*Desirabilty	Species	Habitat	Shade Tolerance	Practical Lifespan (yrs)	Insects/Disease	Size	Comments
Hardwood	high	Red oak	Good sites--associated with pine and deeper better drained soils	Intermediate	200-250	Few problems	20-30" DBH; 60-80' tall	Although less economically valuable on a per board foot basis than sugar maple, oak tends to grow large and straight and produces a high sawlog to pulpwood ratio and is very valuable; acorns are an excellent food source for wildlife
	high	Sugar maple	Good to excellent sites--associated with yellow birch and white ash	Very tolerant	150-250	Sugar maple borer generally not an issue in Eastern Maine; Eutypella canker less of a problem than with red maple	20-30" DBH; 60-80' tall	High economic value for sawlog quality trees; less prone to diseases and stem form problems than red maple; can be regnerated in single-tree gaps because of shade tolerance; long-lived and grows large; regeneration is a good source of browse for wildlife.
	high	Yellow birch	Good sites--associated with sugar maple and white ash	Tolerant	150-250	Few problems	20-30" DBH; 60-80' tall	Economically valuable, relatively resistant to damaging agents, shade tolerant, long-lived and large-growing make yellow birch a valuable species in hardwood and mixedwood stands
	neutral	Red maple	Fair to good sites--red maple thrives in a wide range of sites and is associated with fir, pine, spruce, white birch and aspen	Tolerant	80-130	Prone to Eutypella canker, which causes poor stem form and rot reducing the number of sawlog quality trees	8-16" DBH; 40-65' tall	Relatively short-lived and shade tolerant; poor stem form and susceptibility to rot and physical wounds reduce the desirability of red maple on lower quality sites
	low	White birch	Competes well on a wide range of soil and site conditions and is associated with nearly every species on this list	Intolerant	80-130	Post-logging decadance, which is mortality due to heavy harvesting around white birch is common in Maine. It is not a recommended tree to leave after a harvest.	10-20" DBH; 50-60' tall	Low economic value because of rot and poor form; relatively small size, and shade intolerance make white birch a low priority species for this forest
	low	Aspen (quaking or bigtooth)	Fair to good sites--occupies deeper better drained soils than spruce, fir, and cedar	Intolerant	60-100	Prone to Hypoxylon canker, which effects stem quality; prone to rot in trees > 10" DBH	12-20" DBH; 60-80' tall (bigtooth generally larger than quaking)	Short-lived species capable of prolific regeneration from seed and root suckering following heavy harvesting; requires nearly full sunlight to regenerate; fast growing and relatively high value for hardwood species
	low	Beech	Good sites--associated with sugar maple and white ash	Very tolerant	~60 for diseased trees	Virtually all beech in eastern Maine are infected with beech bark Nectria complex	4-8" DBH; 30-50' tall	Uninfected beech should not be harvested because they produce mast for wildlife and may produce regeneration that are not susceptible to the disease

*High indicates that management should increase the abundance, neutral indicates no change; low indicates a desire to decrease the abundance

6.2 Management Objectives and Recommendations

The objectives for the L.L. Bean tract are:

1. Improve the quality of the timber resource
2. Develop active recreation opportunities including recreation trails
3. Improve the aesthetic quality of the property
4. Improve wildlife habitat and biodiversity
5. Realize a positive financial return through careful timber harvests

6.2.1. Improve the quality of the timber resource

Improving the quality of the timber resource through active timber management is vital to meeting all of the objectives. A healthy forest is aesthetically pleasing, which is important for recreation; it is beneficial to wildlife because it offers a diversity of forage and shelter; and it produces valuable forest products, which will provide income to the Town to offset costs for developing and maintaining the recreation trail system.

The most effective way to improve the health and productivity of the forest is through prudent harvesting that targets low quality and over-mature trees. Doing so will create the ideal conditions for regenerating high quality trees and valuable tree species, and reduce the forests' susceptibility to damage and mortality.

The forest contains a mixture of young, early successional stands and mature, mid to late-successional stands. The timber management program for this tract is designed to accelerate the development of early-successional stands to more stable late-successional stands. This process will occur in the absence of management but will take several more decades to achieve without active timber management. The management actions described in this plan are designed to move forest structure from short-lived shade intolerant species to longer lived tolerant species that can regenerate and grow from partial harvesting. More tolerant, longer-lived species will provide for a more stable forest that will produce more economically and ecologically valuable species.

6.2.2. Develop active recreation opportunities including recreation trails

The L.L. Bean tract is the best timberland property owned by the town for achieving its active recreation goals. The tract is large, already contains some trails, and is well-located for recreational use. Usage of trails is valuable for educational purposes (examining woodlot management and wildlife viewing) and exercise. The types of activities the Town should consider are: snowmobiling, cross-country skiing, running, mountain biking, horseback riding, and ATV riding. Some of these activities may be mutually exclusive so the Town should carefully consider which activities they would like to occur. For example,

ATV use and running and mountain biking is a dangerous mix of activities and snowmobile tracts do not make for good cross-country ski trails.

The town should determine the mix of uses it would like and then design a trail system to meet that use. To do this, we recommend that the Town develop a recreation trail plan that clearly states the goals of the trail system, including the types of recreation that will be permitted, and includes a plan for trail construction and maintenance. Trail design should emphasize loops that lead users back to the starting point without re-tracking ground already covered, thoughtful use-designations, such as snowmobile-only or ski-only in the winter, to keep incompatible uses from occurring on the same trail, and a trail system large enough to accommodate the desired number of users.

6.2.3. Improve the aesthetic quality of the property

The appearance of the forest is an important visual sign of overall health and quality of the forest and forest management. All management activities including timber harvesting and trail development should carefully consider the aesthetic impact of the activity. Harvesting will be designed to minimize the visual impact to visitors. Damage to residual trees, such as scarring and crown breakage should be minimized by using the proper equipment and vigilant oversight. Rutting is unacceptable and if ruts do occur they should be re-graded. Yards should be located to minimize rutting and should be seeded at the end of the harvest. Harvesting should be done in the winter on frozen ground to minimize rutting and soil disturbance.

6.2.4. Improve wildlife habitat and biodiversity

Maintaining biodiversity in the forest is both important in its own right and critical for the long-term production of forest products. Beyond the protection of rare plants and animals, biodiversity provides an important stabilizing mechanism within ecosystems and supports a number of essential functions such as pollination, seed dispersal, the breakdown of nutrients and organic matter, pest control, and other vital processes all of which are critical to the health of the forest.

Through careful planning and management, harvesting timber can be compatible with maintaining biodiversity across this timberland. We believe that the most efficient way to maintain biodiversity across a landscape is to use a combination of a habitat approach, in which broad age-classes are maintained throughout the forest, and stand-level prescriptions that protect or maintain important structure such as snags and den trees for wildlife.

The habitat approach is based on the idea that different species have adapted to a host of conditions including early, mid, and late-successional forests of different sizes and shapes. Even-aged stands created through clearcutting, overstory removal and shelterwood provide early successional habitat. Early

successional habitat is essential for species like snowshoe hare and the predators that rely on snowshoe hare in their diet such as the Canada lynx. Uneven-aged stands created through partial cutting create structure typical of late-successional stands and support species that require this structure. For example, the American pine marten, an animal often referred to as an “umbrella species” for biodiversity that require late-successional habitat, thrives in large areas of trees greater than 30’ tall, with a basal area of 80 ft^2 or more. They are called an umbrella species because the habitat they require is also important for many other similar species. It would not be possible or practical to monitor the population dynamics of every species. Instead, we can try to provide habitat for similar species that have the most restrictive habitat requirements. We call these “umbrella species.” By having at least a portion of your forest in these three different stages you are maintaining an ample supply of habitat for wildlife and plant species that require a broad array of conditions.

Viewing the property from a regional perspective, the surrounding area is a mix of urban, forest, and agricultural use. Nearby private forests are similar in structure to the L.L. Bean tract in its present condition in that they have been aggressively harvested and are in the early to mid-successional stages of development. In the context of these surrounding forests and in light of the other objectives, we recommend to the greatest extent possible managing for mid to late-successional habitat in this forest. That said, there are a number of ecologically important wildlife that cannot be managed for give the location and relatively small size of the tract.

In addition to this habitat approach we have included the results of a survey conducted by the ***Maine Natural Areas Program*** (MNAP) of important habitat on or near your property. According to their records, there is no documentation of *Rare, Threatened and/or Endangered Plants*; *Rare and/or Exemplary Natural Communities*; or *Rare, Threatened and/or Endangered Animals*. The MNAP map indicates there is an area that contains *significant habitat*, shown as a deer wintering area (see attached map “Habitats of Management Concern”). The deer wintering area is on the southern portion of the property and is part of a larger area on the neighboring parcel. Recommendations for managing for deer wintering area include: harvest little or no cedar or hemlock, harvest during the winter to provide browse, use thinning to maintain the overstory cover, attempt to maintain canopy closure at 70 percent or greater that is at least 35’ tall and composed primarily of softwood species. Light thinning can be done and is recommended in deer wintering areas to remove dead and dying trees to improve the health and vigor of the residual stand, which in turn improves the ability of the shelter to reduce snow depths on the ground. In addition, functional travel corridors for deer to adjacent wintering and foraging areas are an important landscape-level consideration.

In addition to maintaining broad age-classes across the forest and protecting rare and endangered species/habitats, it is essential to create or protect important features at a smaller, stand-level scale. The detailed stand-level prescriptions call for:

- retaining vertical structure (having trees of different heights within a stand),
- retaining the natural native species composition,
- maintaining or creating downed woody material, snags and cavity trees,
- ensuring a viable supply of mast (particularly through maintaining oaks that produce a good acorn crop), and
- limiting the disturbance to the forest soils and the forest floor, to reduce potential negative effects on site productivity.

6.2.5. Realize a positive financial return through careful timber harvests

Although monetary gain is not the Town's motivation for managing this parcel it can provide income to help recover the costs of developing and maintaining the recreational plan. Given this objective, we recommend harvesting that targets dead and dying merchantable trees to capture their economic value before it is too late. Also, given the objective of improving the quality of the timber resource through careful harvesting, it would be foolish to not derive income from harvesting.

The financial gain from timber sales is affected by the costs for harvesting and delivering wood to market, the degree to which the wood is properly utilized and marketed, the prices paid at market, and the prevention of theft. Using the proper equipment for the job is critical for reducing harvest costs, optimally utilizing the trees to their highest value, and for meeting the management objectives. It appears that the majority of harvesting in the past has been done with either hand-crews (chainsaw and skidder) or a mechanical system (feller-buncher and grapple skidder). While hand-crews work well in some situations they are not suited for all situations in this forest. A cut-to-length system (processor and forwarder) will result in a greater amount of wood utilized and sold because it is better suited to cutting smaller trees and merchandizing trees to a smaller diameter that would not be economical using a hand-crew or feller-buncher. A processor could be used to work through most of the acreage cutting the dying fir and white birch that would otherwise be left in the forest.

Timber theft is clearly a problem in Maine. To reduce the incidence of theft we recommend hiring a forester to oversee harvesting and ensure that all wood harvested is accounted for.