

Town of Hampden
SERVICES COMMITTEE MEETING

Monday, September 9, 2019

6:00 P.M.

HAMPDEN TOWN OFFICE

AGENDA

1. Call to Order
2. Approval of Minutes – 08-12-2019
3. Committee Applications & Citizen Initiatives
4. Unfinished Business
 - a. Kiwanis Civic Center
 - i. Building Condition
 - ii. Building Management – *legal opinion pending*
 - iii. Building Use Agreement draft
 - b. Marina dredging
 - c. City of Bangor “snow dump”
 - d. Post office lease
5. New Business
 - a. Recommend request for the expenditure of an amount up to \$1,300 from Library Reserve account (3-763-00) for the purpose of repairing the fire escape to meet code requirements – *requested by Debbie Lozito, Library Director*
 - b. Recommend request for the expenditure of \$7,500 from Recreation Reserve (3-767-00) for the purpose of paying Plymouth Engineering for final engineering for the permitted portion of the Western Avenue Parking & Stormwater project
6. Staff Updates
7. Public Comments
8. Committee Member Comments
9. Adjourn

cc: Paula
From: Dennis

Item 2

Services Minutes 8/12/19
be appointed to

Recommended to Council that Sharon Kobritz be appointed to the Library Board

Under Unfinished Business:

Discussed the status and use of the Kiwanis Center.

Asked for a report back from staff, including Code, as to the state of the building and a cost estimate for safety and efficiency improvements

Requested that the Town Manager check with legal concerning liability of third party use of the building and a possible contract with a volunteer supervisor

Concerning the Western Ave Recreation Center parking and storm water remediation, it was the consensus of the Committee that:

1. We make improvements to access and parking a priority as these problems were what drove the project on the first place
2. Final engineering should be completed all at once, where actual construction and remediation could be accomplished in phases
3. All possible sources of funding and other forms of contribution should be solicited, including private fund raising and naming opportunities, financial support from the Environmental Trust, and in kind donations of equipment and labor
4. The Town Manager and Director of Public Works should make the hiring of the new position supported by the budget a priority

The Committee requested that certain cost estimates, especially for final engineering, be provided at the September meeting. Councilor Jarvi agreed to provide at least a sense of what the Environmental Trust might contribute towards storm water mitigation.

Concerning the Town Center project, it was the consensus of the Committee that this be assigned to the Planning and Development Committee.

Under New Business:

The Committee agreed not to lose sight of the need for dredging in the Penobscot near the marina and boat launch. This will also connect with economic development efforts.

Concerning the current location of the Bangor snow dump (adjacent to the marina), the Committee agreed that finding a better location was a priority. We would need to identify a site sufficient for Bangor in terms of size, access, and compliance with DEP conditions. The Public Works Director said he would follow up with the director of Bangor's PW Dept.

The Committee agreed that the current post office building and future options might provide benefits for the Town, but that any information in the lease needs to be reviewed.

The meeting ended at 7:30 pm.

Item 4-a-i

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

Town Manager Paula Scott,

I went out to 55 Main Road North (Kiwanis Hall) with Deputy Fire Chief Lundstrom to inspect the building's basement for mold and foundation issues. Upon entering the basement of the building we did not see any obvious signs of mold however we do not have expertise in what to look for in regards to that. We did observe the basement is damp and has some areas with wet and decaying wood along the rear section of the basement and also portions of the concrete floor in that area were missing. Along the right side wall (opposite Circle K) there is a large vertical crack in the foundation wall that in some portions are up to 1-2" wide and the top of the vertical crack Y's off to horizontal cracks. The front foundation wall in the basement has several areas where you can see moisture coming through the foundation and leaving large wet marks which would indicate cracks that go all the way to the outside of the wall and allowing water to pass through, There is a large and deep horizontal crack in the foundation that appears to be separating the wall into 2 pieces. This horizontal crack also extends the entire length of the front wall from side wall to side wall. There is also a large vertical crack in the side wall closest to Circle K that is deep and has several large chunks of concrete missing from it.

It is the professional opinion of the Code Enforcement team that this foundation needs attention and though it may not lead to structural compromise in the immediate future we would be unable to give a timeline on how long it could go without needing significant attention. In buildings where we have had minor foundation cracks a structural engineer has come in and made recommendations on how to repair the cracks and bring back the structural support and integrity of the foundation. Again in our professional opinion we feel that this building should not be added onto due to the foundation findings until which point they have been addressed and remediated. The first floor of the building also has creaking and unlevelled floors in different portions of it that could be a result of these cracks in the foundation

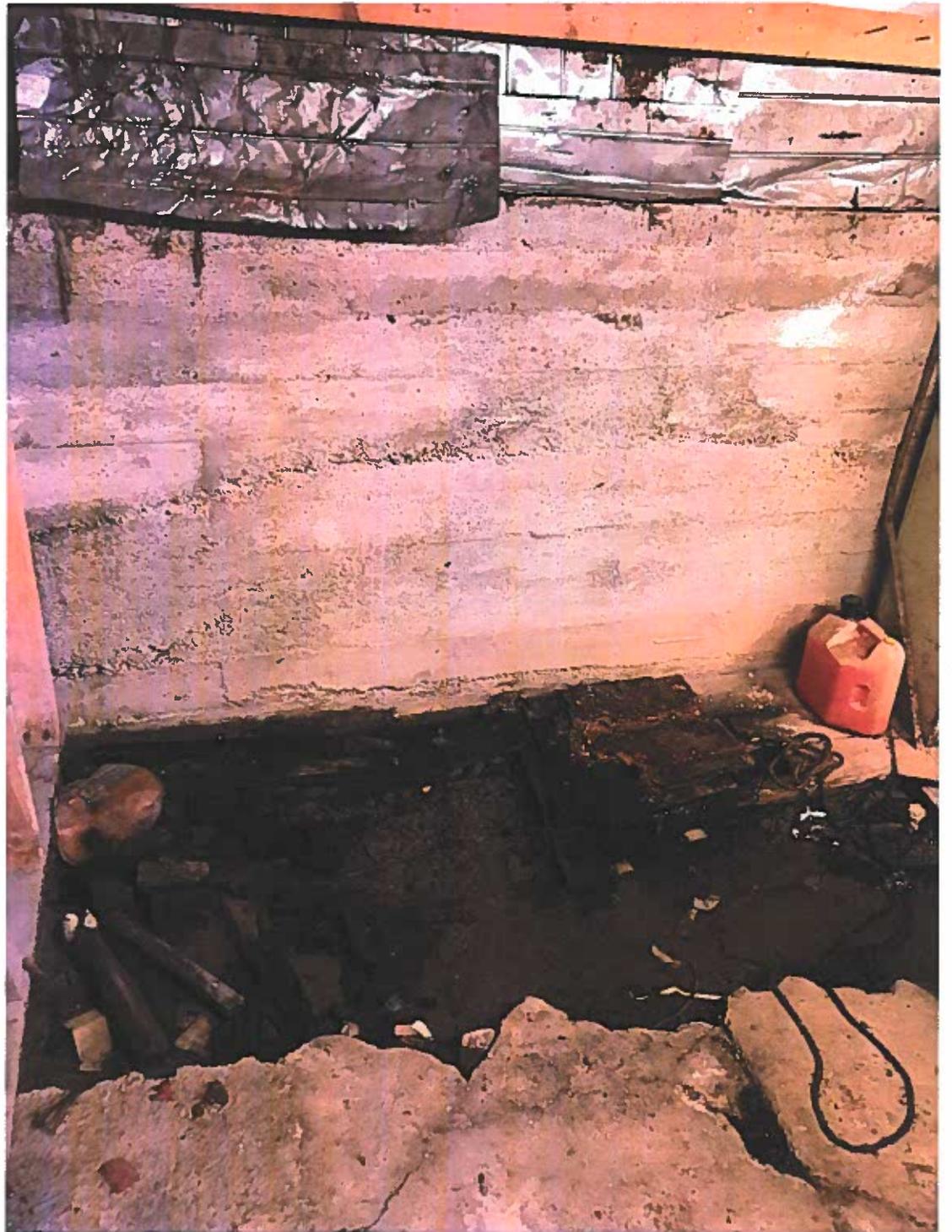
We were unable to look into the attic to check for the presence of insulation and the amount of insulation at the time of this letter but that is something we can certainly do if it is needed. I have attached photos that were taken to be used as a reference while discussing this building.

If you have any questions or need us to look into anything else with the building please feel free to let us know.

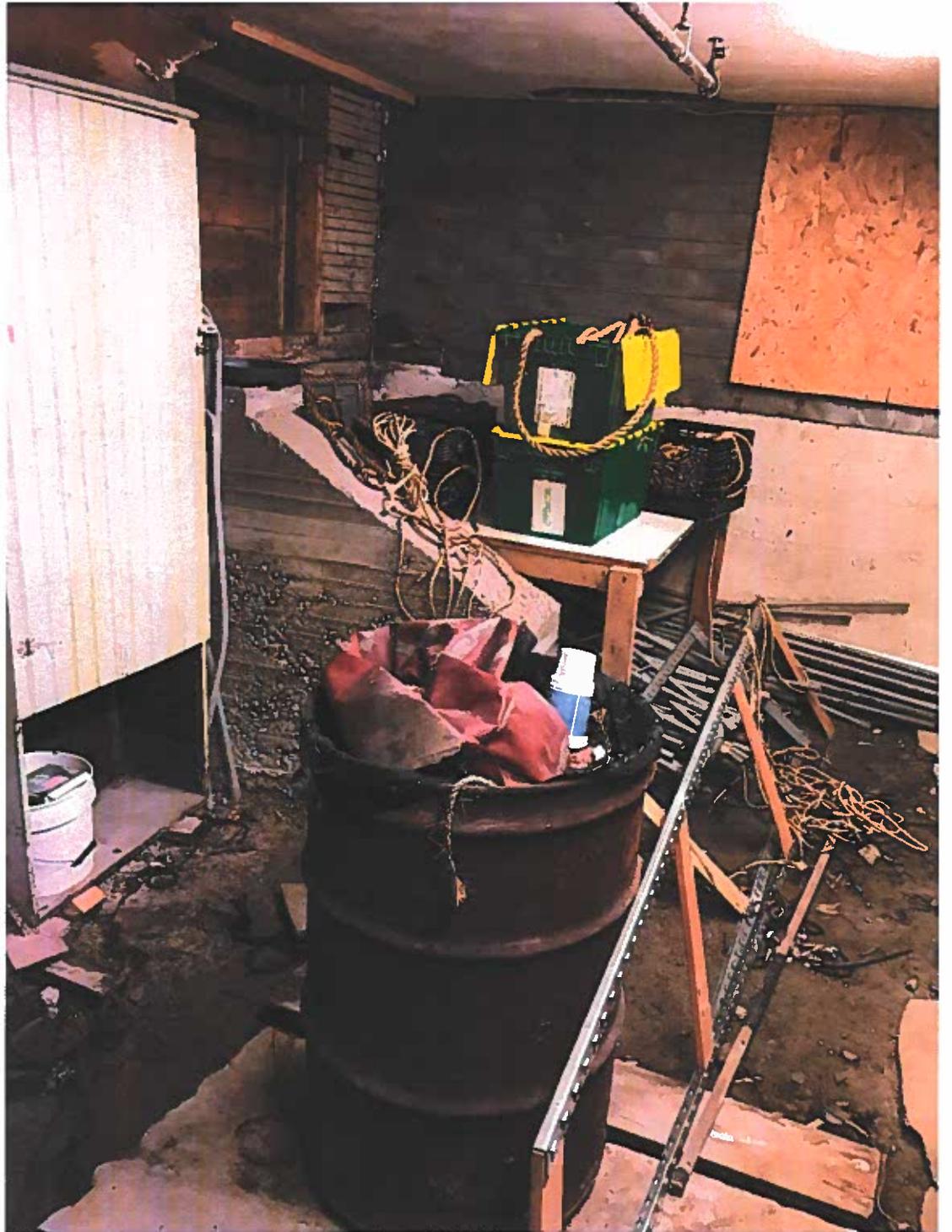
Respectfully,

Jared LeBarnes
Code Enforcement Officer

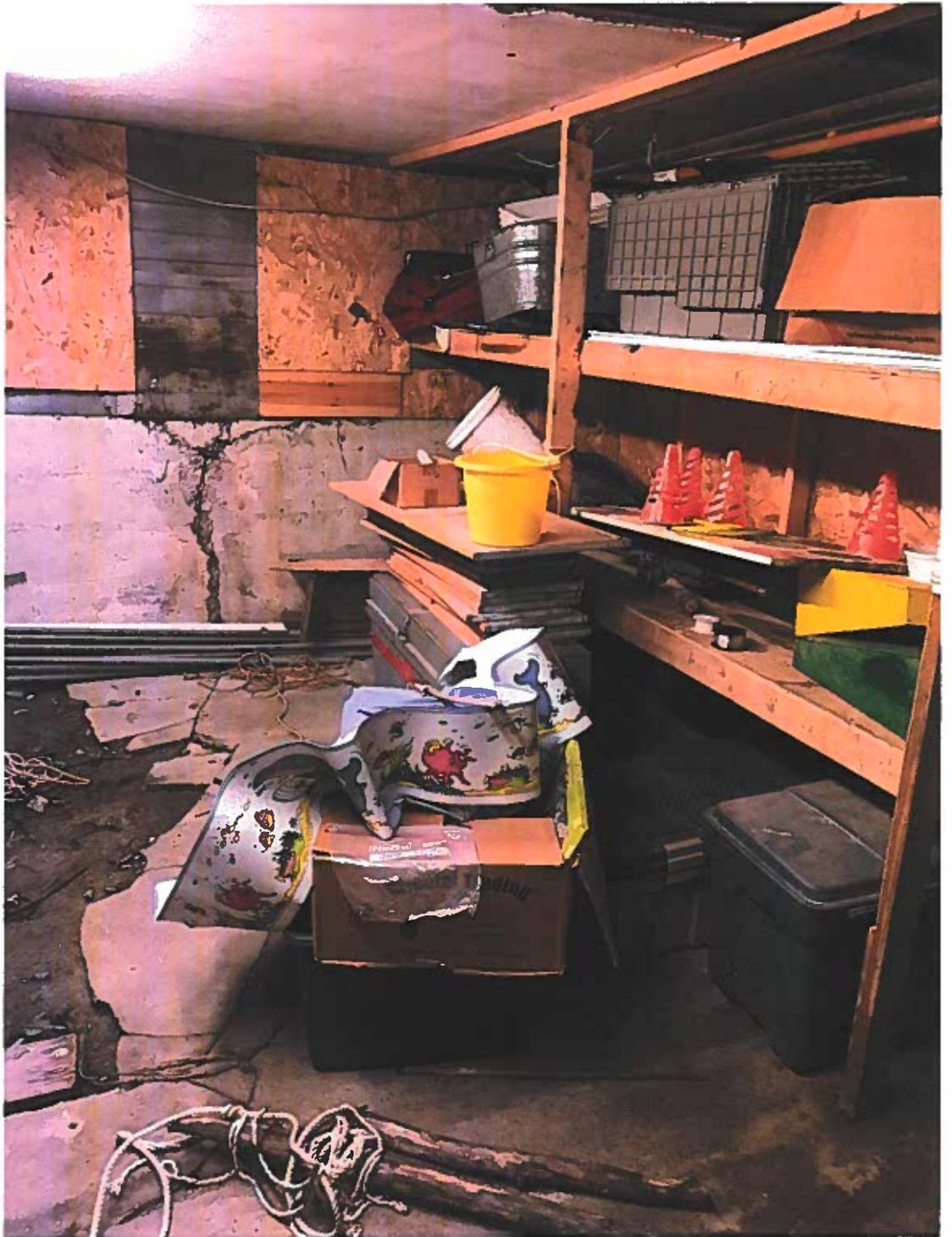
Part of
floor concrete
is missing

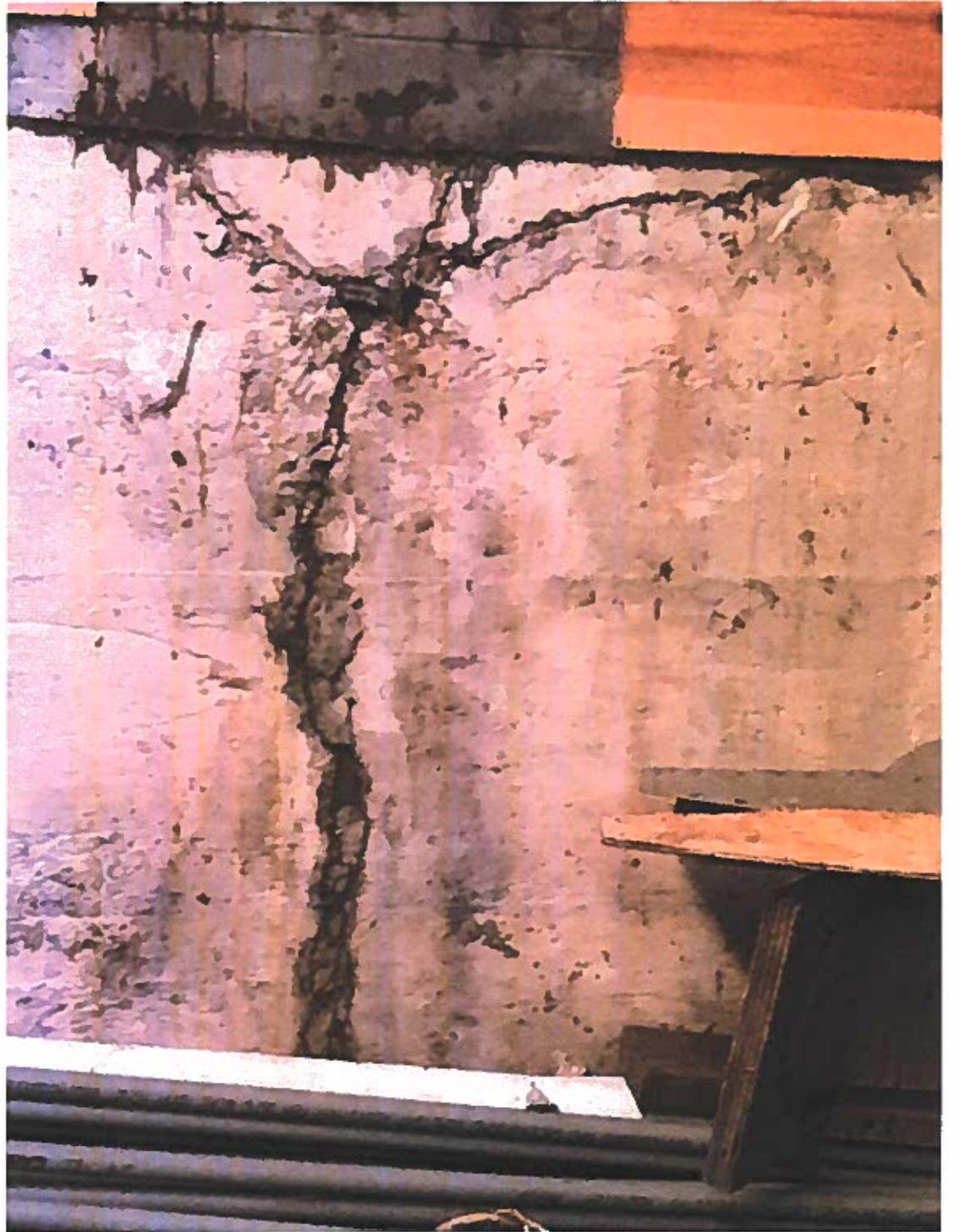


Part of
floor concrete
is missing →



Y Vertical
Crack →





Lg horizontal
crack going
end to end
→

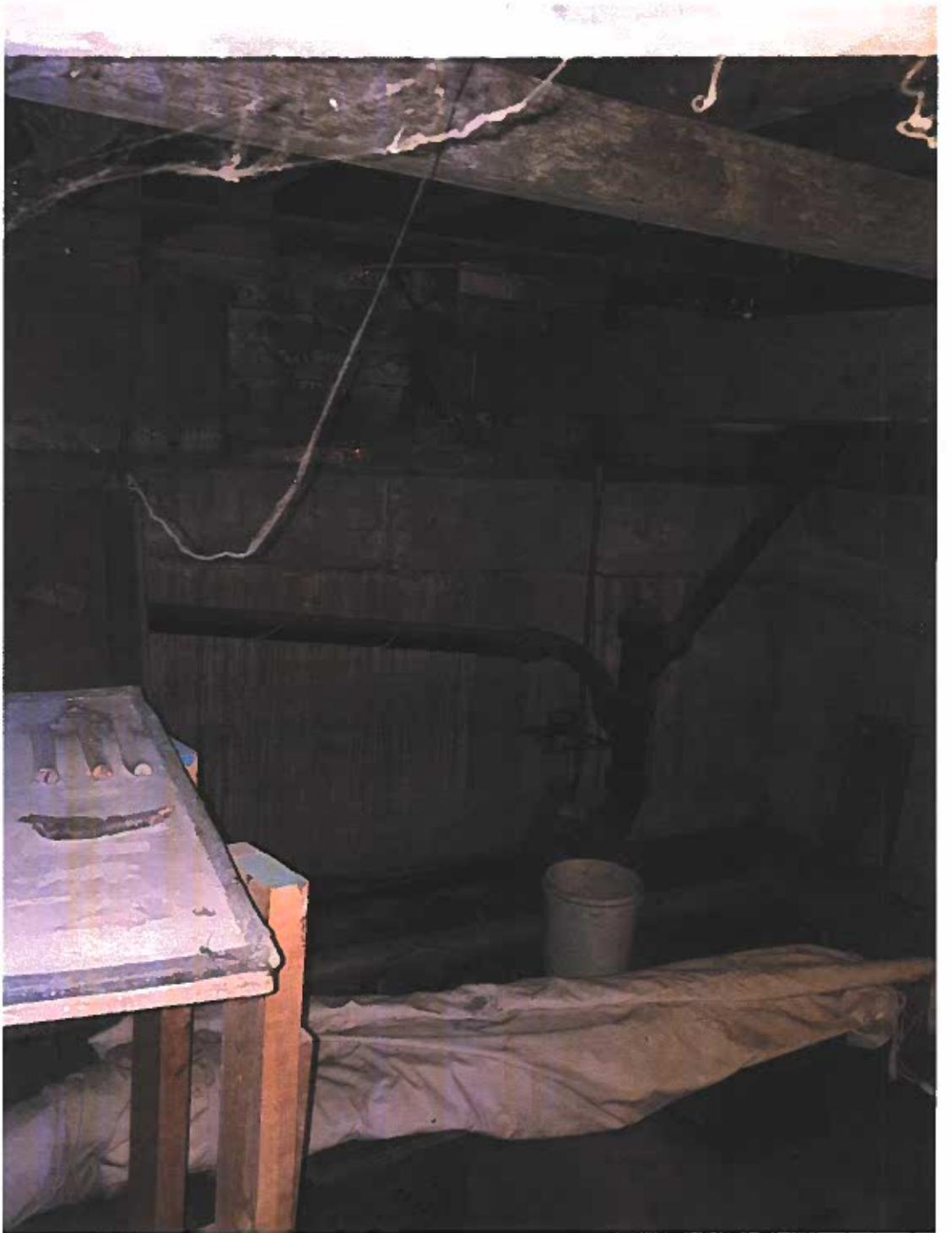


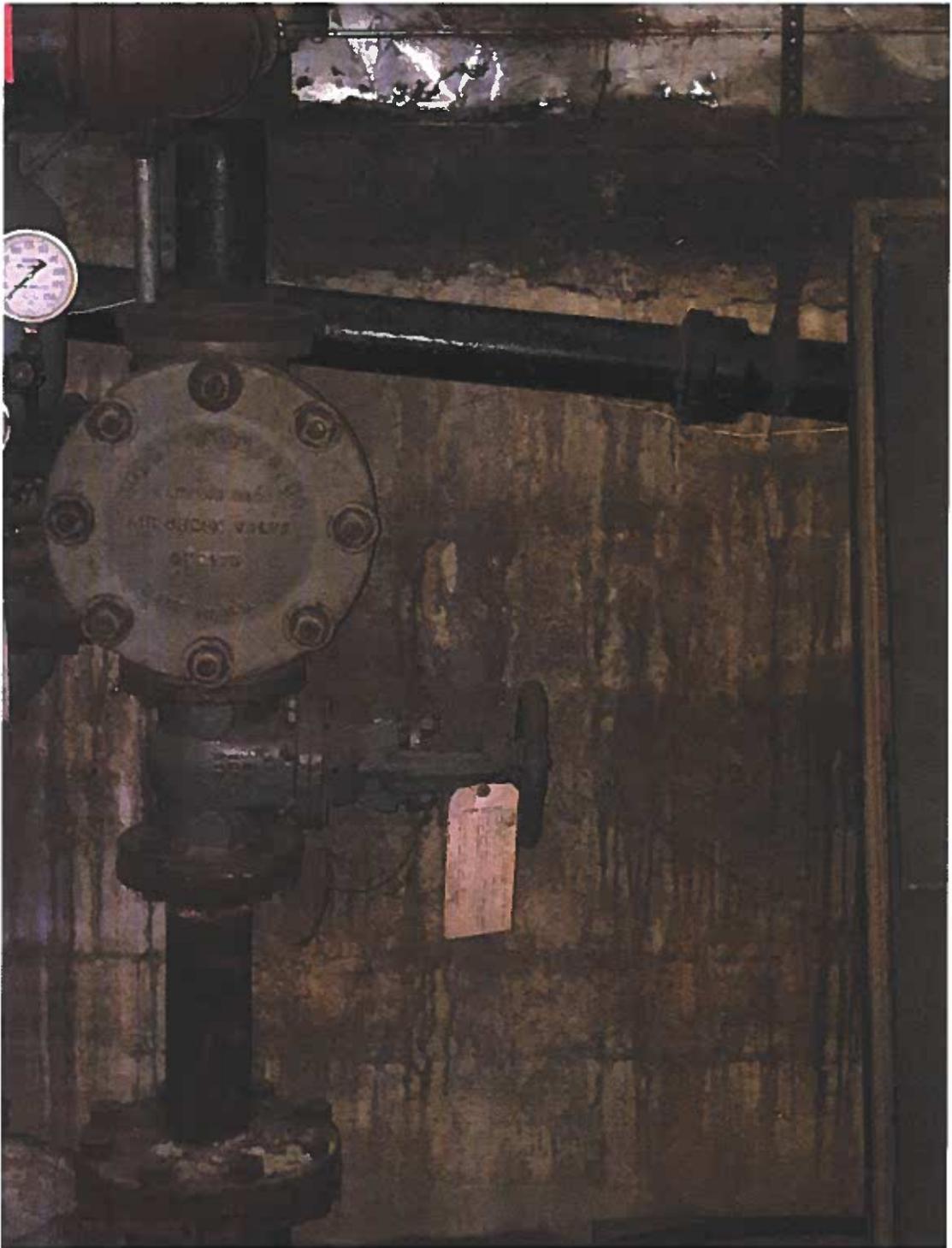
Foundation
with missing
pieces

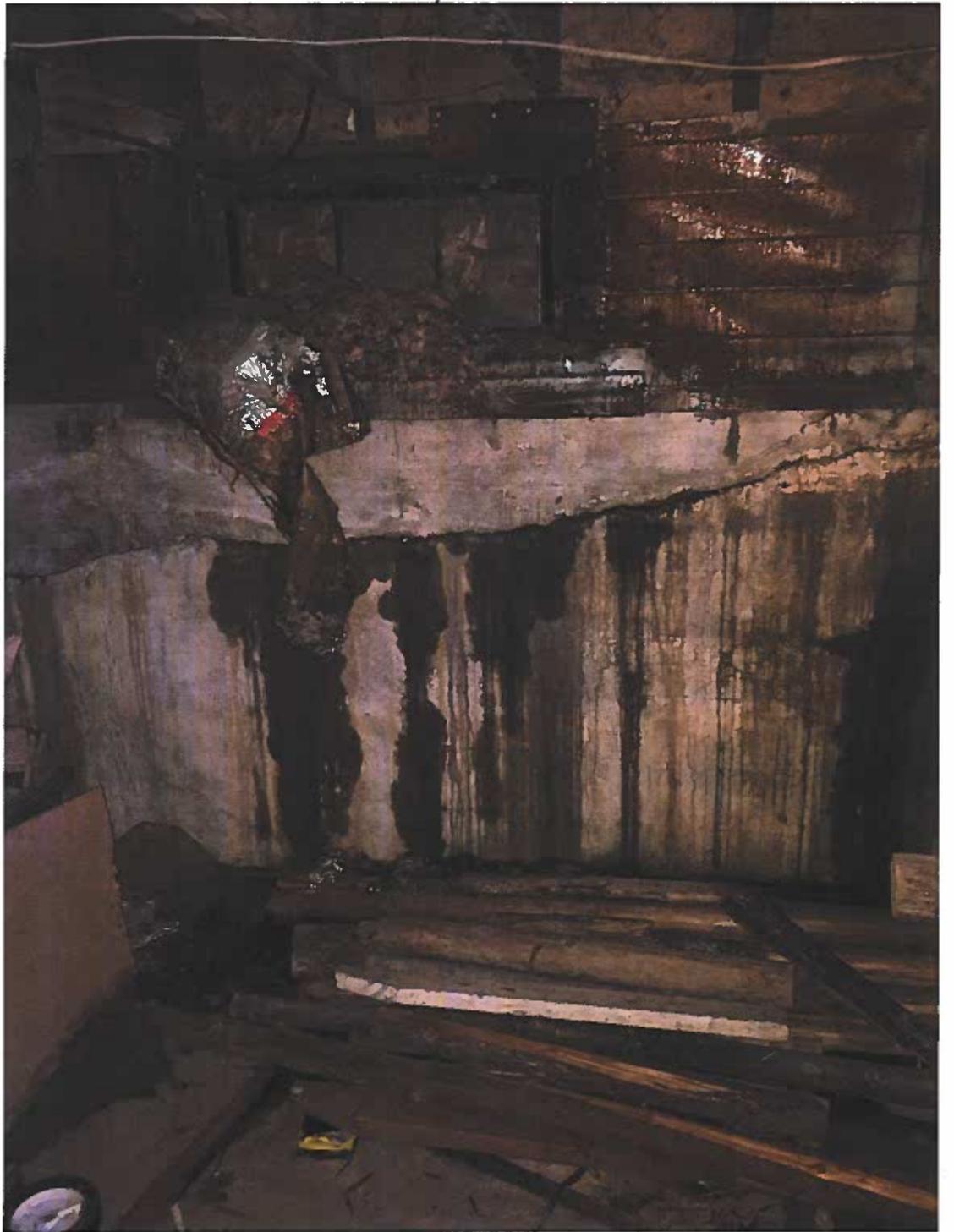


Moisture,
Water leaking
in













4-a-ii

Paula Scott <clerk@hampdenmaine.gov>

Use of town owned building

1 message

Paula Scott <clerk@hampdenmaine.gov>

Thu, Sep 5, 2019 at 4:06 PM

To: Legal Services Department <Legal_Services_Department@memun.org>

Good afternoon,

Many years ago the Kiwanis turned their building over to the town and it was accepted by that council. Kiwanis has continued to operate out of it, via lease, paying all expenses. Two years ago, they came to the town stating they were a dying organization with no real membership (dues) or fund raising capacity in which to fund heating expenses. The Town agreed that since Kiwanis was a benevolent organization and since other non-profits were also using that space such as the Boy Scouts and Meals for Me, that we would take care of the heat. Now the Kiwanis has informed us that they will disband as an organization through the State this month. The former liaison between the Town and Kiwanis has volunteered to continue to be the contact person coordinating the other groups using the space as well as issuing the keys to those groups when needed. At this point, the question that Council would like to know is what the legal aspect of having a 3rd party, or a non-employee doing all of that is. Can you please give us a legal opinion?

Thank you,

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

Legal opinion not
received as of the time
the packet was completed.
Will bring in hard copy
if received by Monday

MUNICIPAL FACILITIES
BUILDING USE AGREEMENT

4-a-iii

DRAFT

_____ wishes to use the _____
Name of Organization Name of Building

On _____ from _____ to _____
Date of event

For the purpose of _____

Person making request _____

Address _____

Phone numbers _____

Comments _____

Date Signature

This request is approved _____ disapproved _____ with the following charges and/or

Stipulations: _____

Total cost: _____

Signature of Municipal Official

***** OFFICE USE

Invoice Sent _____ Fee paid _____ Initials _____

Date

RELEASE

In consideration of the use of premises of the Town of Hampden, and specifically those as premises defined as: _____ the undersigned, acting for or on behalf of (Name of Group/Organization, Individual) _____ hereby releases Town of Hampden, its officers, directors, and employees from any and all liability arising from, or associated with the existence of hazards of the buildings or premises, including the ways immediately adjoining and parking lots, and any and all liability associated with the activities or operations which are to be conducted by or on behalf of the above names individual, group, or organization.

NOTES: 1) Requesting organizations must obtain \$1,000,000 general liability insurance policy.

2) Please obtain certificate of insurance indicating policy coverage and stating that Town of Hampden additional insured regarding use of facilities by (organization) _____ for the purpose of (event) _____ on (date) _____

Date

By: _____

Title: _____

Items 4-b
4-c
4-d



Memorandum

TO: Services Committee
FROM: Paula Scott, Interim Manager
DATE: September 5, 2019
RE: Marina dredging, snow dump and post office lease

This is just to follow up on directives from the last meeting, as indicated below:

- a. Marina dredging – no new information at this time
- b. Snow dump – The size of current snow dump is five acres +/- . Sean has reached out to Bangor Public Works for minimum size requirements and information has not been returned at this time
- c. Post Office Lease – I have sent the lease to Attorney Bearor for legal opinion on the disposition of the building at the end of the lease; opinion pending

Item #5-a



Edythe L. Dyer Community Library
269 Main Road North, Hampden, Maine 04444 • (207) 862-3550

September 5, 2019

To: Paula Scott

From: Debbie Lozito

Subject: Fire Escape replacement Library Reserve Request—Account # 3-763-00

I would like to request authorization of up to \$1300.00 to replace the fire escape stairs at the library. The stairs are very steep and have no spindles as per code.

Thank you for your consideration,

A handwritten signature in black ink, appearing to be 'Debbie Lozito', written in a cursive style.

Debbie Lozito

Current Account Status

G 3-763-00 RESERVE ACCT / LIBRARY

-22,412.47 = Beg Bal
-25.59 = Adjust

0.00 = YTD Net
0.00 = YTD Enc

-22,438.06 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0004		07/02/19		BBA RESEVE INT/FMV CHANGE	B GJ	0.00	25.59
Totals-							0.00	25.59

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	0.00	0.00	0.00	25.59
Totals	0.00	0.00	0.00	25.59



Plymouth Engineering, Inc.

P.O. Box 46 - 30 Lower Detroit Road
Plymouth, Maine 04969
info@plymouthengineering.com
tel: (207) 257-2071 fax: (207) 257-2130

Professional Services Agreement

Date: August 01, 2019

Client: Town of Hampden
106 Western Avenue
Hampden, ME 04444

Project: Final Engineering Services for Western Avenue Municipal Properties
Project Number: 18234

Scope of Services: Services for the Project will be to provide final engineering of improvements shown on the permitting plans that have been approved by the Town of Hampden Planning Board and Maine DEP. Additionally, Engineer will prepare a Project Manual of bid documents and technical specifications suitable for competitive, public bidding to potential contractors of the overall project as a single bid document package. Engineer will also assist Client with conduct of a pre-bid meeting, collection/review of bids, and preparation of contract documents between Client and eventually-selected Contractor.

Fee for Services: Fees will be billed, based upon work completed during the billing period and our standard hourly rates plus reimbursable expenses for a fee not to exceed \$7,500 for the scope provided. If the project is bid as multiple smaller projects, the additional bid packages can be prepared on an hourly basis or set fee when requested.

Invoices will be submitted monthly, and payment is expected within thirty (30) days. Outstanding invoices will be subject to 1 1/2% interest per month, plus all reasonable collection and legal fees.

Retainer Amount: None.

Special Conditions: None.

Standard Terms and Conditions of Agreement attached below form part of this Agreement

Engineer: Plymouth Engineering, Inc.
By: Scott E. Braley

Client: Town of Hampden
By: Paula A. Scott

SE Braley
Signature

Paula A. Scott
Signature

President
Title

Interim Town Manager
Title

August 01, 2019
Date

September 4th, 2019
Date



Standard Terms and Conditions of Agreement

The CLIENT shall provide access to the site for activities necessary for the performance of the services. The ENGINEER will take precautions to minimize damage due to these activities, but shall not be held liable for any such damage.

Invoices for ENGINEER's services shall be submitted, at the ENGINEER's option, either monthly or at the completion of the project. Invoices shall be payable within 30 days after the invoice date. If the invoices are not paid within 30 days, the ENGINEER may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the services. Retainers shall be credited on the final invoice.

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance (18% true annual rate), at the sole discretion of the ENGINEER. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel and subcontractors from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that such claim, damage loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except the ENGINEER), or anyone for whose acts any of them may be liable.

In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and the ENGINEER, the CLIENT agrees that to the fullest extent permitted by law, the ENGINEER's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the fee for services. Such causes include, but are not limited to, the ENGINEER's or the ENGINEER's subcontractors, negligence, errors, omissions, strict liability, or breach of contract.

This agreement may be terminated by either the CLIENT or the ENGINEER should the other fail to perform its obligation hereunder. In the event of termination, the CLIENT shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and all reasonable expenses of termination.

All documents produced by the ENGINEER under this agreement shall remain the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without written consent of the ENGINEER.

This Agreement shall be governed by the laws of the State of Maine.



Plymouth Engineering, Inc.

P.O. Box 46 – 30 Lower Detroit Road

Plymouth, Maine 04969

info@plymouthengineering.com

tel: (207) 257-2071 fax: (207) 257-2130

2019 Rate Schedule

<i>STAFFING</i>	<i>HOURLY RATE</i>
Principal-in-Charge	\$100.00
Senior Project Manager	\$80.00
Project Manager	\$80.00
Senior Engineers (Civil, Environmental, Structural)	\$80.00
Project Engineers (Civil, Environmental, Structural)	\$75.00
Junior Engineers (Civil, Environmental, Structural)	\$65.00
Registered Architect	\$80.00
Architectural Intern	\$60.00
Landscape Architect/Planner	\$80.00
Drafting Production	\$60.00
Construction Monitoring/Inspection/Administration	\$55.00 – 95.00
Clerical	\$42.00
Sub-Consultants	Cost + 10% administrative fee
Mileage	Prevailing IRS Rate
Miscellaneous Reimbursable Expenses	At Cost

The hourly rates and other costs described above are effective as of June 1, 2019. All contracted work that extends beyond a rate change will be invoiced at the rates applicable at the time this Contract was executed.

All services on client's behalf related to mediation, arbitration and/or trial regarding work unrelated to Plymouth Engineering design services, including but not limited to preparation, depositions, witness and expert witness, shall be billed at 175% of the standard hourly rates.

Current Account Status

G 3-767-00 RESERVE ACCT / REC AREA RES

-339,267.04 = Beg Bal 56.09 = YTD Net -339,598.28 = Balance
 -387.33 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0004		07/02/19		BBA RESEVE INT/FMV CHANGE	B GJ	0.00	387.33
08	0116	2068	08/14/19	01248 PLYMOUTH ENG	BALANCE OF SERVICES	R AP	56.09	0.00
Totals-							56.09	387.33

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	0.00	0.00	0.00	387.33
August	56.09	0.00	0.00	0.00
Totals	56.09	0.00	0.00	387.33