

**Minutes
Hampden Town Council
Services Committee
September 12, 2011 @ 7:00pm**

The meeting of the Hampden Town Council Services Committee was called to order at 7:06p.m. on Monday, September 12, 2011, at the Hampden Municipal Building by Chairperson Jean Lawlis.

Gretchen Heldmann, GIS/IT Specialist
Kurt Mathies, Recreation Director
Councilor Shelby Wright
Darcey Peakall, Pool Director
Councilor Jean Lawlis, Chair
Councilor Kristen Hornbrook
Jim Wilson, Woodard & Curran
Councilor Tom Brann
Lorie Merrithew
Mike Paquette
Councilor Shakespeare

Nick Raymond
Melanie Spencer
Stan Niedorowski
Trish Niedorowski
Sue Leighton
Wayde Leighton
Atticus Mulready
Jim DiFrederico
Clayton LaCombe
Charles Weeks

Note: The agenda was addressed in a different order, to accommodate residents and consultants (minutes, MSAD22, FoDDix, HOTDOG, Pool, Pocket Parks, Reschedule Mtg, Handbook, Outdoor Basketball Courts, Ichabod Lane)

1. Approval of Minutes

Minutes tabled to next meeting pending forthcoming suggested change from Mike Paquette.

2. Old Business

A. MSAD22 Trails Grant

The new Athletic Director, Nick Raymond, was introduced. Melanie presented a new finance sheet (attached). A group did a site walk a while back and it went well – three abutting landowners were present, along with ski club members, cross-country members, and more. The grant application is up on the BPL website, but funding is still questionable. Grant deadline is the first week of November. The MOU latest revision is 05/31/11 (attached). Melanie has a call in to the University of Maine Forest system to ask about their trail maintenance costs. Bangor City Forest reported that their biggest costs are plowing the access road and repairing graffiti and vandalism. There will be some wetland impacts that will need to be mitigated, and Melanie

reported that Emil Genest asked if some of the \$50,000 that had already been set aside (for wetland impacts from the school construction) could be used toward that. Councilors responded with a resounding no. The town and school still need to have a separate meeting to hash out the terms of the MOU. Melanie and Councilor Lawlis suggested having the attorneys do it via email. Councilor Lawlis asked Gretchen's opinion and she responded that the groups have been doing it via email for months and it has not gotten anywhere, and she suggested again that a meeting of the minds would be best to get the document done. Melanie thought the document would not have to go to the school board. She said the school attorney could draft something for the town to respond to at the upcoming separate meeting. That meeting will be at 5pm before the next Services Committee meeting, which needs to be rescheduled due to the Columbus Day holiday. That date will be determined later during this meeting and emailed to Melanie. (Note: Date ended up being 10/12.)

B. Subcommittee Updates

HOTDOG – After the abutters meeting, the group was discouraged and decided to disband.

FoDDix – The group had a cleanup event recently, removing a lot of brush and doing some trail repair work. The trail about 1/3 of the way down the hill heading towards the wetland area has been fixed, including drainage work – which worked well since Hurricane Irene tested it out. The shed is still not built, and the water fountain is not yet installed. Kurt got a quote for tree removal for only a few hundred dollars, so he will take care of removing the flagged hazard trees.

C. Outdoor Facilities Ordinance

No discussion/revision at this meeting.

D. Pocket Parks/Inventory of Open Space

The discussion on pocket parks consisted of many public comments and Council/staff response as follows:

Wayde Leighton – He has mowed the piece next to him for 15 to 20 years, and now it seems as though the Outdoor Facilities Ordinance (OFO) is marking this as a possible liability concern. Wayde and others would like to continue to maintain it and want permission to mow it. They want to see it allowed in the OFO. He suggested a Daisey Lane maintenance group. What is the difference between them maintaining the parcel and the Hampden Garden Club maintaining flower gardens on town properties? What about building a compost bin for grass clippings? What is the difference between mowing this parcel vs. mowing the right-of-way ditch in front of his house? He stated he cannot remove the bush that would allegedly allow for him to move his camper off/on entirely his own property, because the ditch is too deep/steep at that point to be able to drive the camper over/through it.

Staff – Liability is the concern and can probably be worked out no problem with some consultation with the town attorney, written waivers, the OFO, etc.

Jim DiFrederico – What about mowing the ditch? He will take responsibility for the liability if he cuts his leg with a mower. Seems town is having their ear bent by just one person recently.

Councilor Brann – We have spoken with our insurance company about it, and they say “no”.

Staff – We as staff do not make decisions, it is all up to the Council to set the policies. Also, there is no bending of ears. We started work on the OFO two years ago, and recent concerns only came up in the last four months. Pocket parks have been on the radar of this committee before it was this committee, going back to when it was the Community Services Committee and before that, the Open Space Committee. Those agendas and minutes will show that.

Mike Paquette – Still, what is the difference between mowing the open space and mowing the right-of-way ditch?

Stan Niedorowski – We have been here ten years and this is the first we have heard of this issue or this ordinance.

Staff – Please keep in mind that this committee only meets once a month, which means they only have twelve shots a year to work on things, and as you will see from the agenda, there are many many many items which they are working on – so it does take time to get things done.

Stan Niedorowski – Well it seems this issue has been getting shelved, when will this ordinance rise to the top of the priority list?

Staff – The committee has been working on this (OFO) recently and would like to continue work on it.

Atticus Mulready – This is stupid and ridiculous.

Charles Weeks – Maintaining those parcels makes the entire neighborhood look better. He was mowing a piece and did a cleanup on one of them, where a neighbor had been dumping clippings in the ditch and blocking drainage. Other debris was dumped and cleaned up. There was a group many years ago [Conservation Commission] that had a few meetings to try and get people to maintain the parcels, why not try that again?

Mike Paquette – It is a nice neighborhood and we would like to keep it that way.

Staff – The town is not opposed to neighbors maintaining the parcels, but there are legal issues that need to be ironed out. Written waivers as mentioned. The OFO will be the governing

document for all town parcels, not just this neighborhood. Also, the folks living in the neighborhood now will not be living there forever, so thought needs to be put into long-term written agreements that carry through from owner to next owner.

Stan Niedorowski – What about traffic accidents from plants that have grown up in the right-of-way because the town has not trimmed them back?

Councilor Brann/ Staff – There is an assumed liability with the state and town road rights-of-way, whereas that same rule does not necessarily apply to town parcels. This is all in the legal world.

Atticus Mulready/Wayde Leighton – We would like an attorney to draft a few pages so that we can continue to maintain these parcels and mow.

Clayton LaCombe – It is a good idea to maintain them otherwise they could become a fire hazard. It is just one person complaining and the police have better things to do.

Councilor Brann – You do not need to convince us, we would like to see it get done, we just need to figure out the legal aspects to protect everyone and the town from potential lawsuits.

Charles Weeks – Estimated time frame for completing the OFO?

Councilor Brann – hopefully before spring grass grows.

E. Pool Air Handler/Economics

Jim Wilson of Woodard & Curran was present to discuss the proposal for engineering design costs to develop a detailed specification to put out for bid for an RFP/Q (Request for Proposals/Quotations; more like Q because of the details). The energy savings should make up for the additional up front costs in replacing the air handler unit with one that is better suited to the chlorine high-humidity environment. The proposed unit should last 20 years in the pool environment instead of the 12-15 years of the current unit. There was some discussion on keeping the specifications more like an RFP, but that will generate many different proposals since the bidders would be designing the system. The RFQ approach would be to send out the detailed specification so the only bids received are for the exact system the town is looking for, with no need to weed out variations in design. The cost of Woodard & Curran to design the specification is \$13,800 (see attached proposal). The cost is not part of the original approved expenditures and will not be covered by the Pool Trustees. The entire project is estimated to be over \$100,000. There is currently about \$65,000 in the Pool Reserve, which could cover this bid design. Councilor Shakespeare motioned to recommend to Council to spend \$13,800, suggested out of Pool Reserve, for the bid design. Councilor Brann 2nd. All voted in favor. This item will go to Finance Committee and then Council for their next meetings this coming Monday. Darcey noted that she has been talking about the air handler for the last three years.

Woodard & Curran is working with Mechanical Services to band-aid fix the unit to last through the winter.

F. Citizen Advisory Committee on Open Space – recommendation from Committee on Committees

When the Council approved the handbooks, it empowered the Recreation Committee to make recommendations on open space. There is no need for a new committee and staff made it abundantly clear they cannot handle another committee.

3. New Business

A. Western Ave Rec Area playground equipment

Tabled to next meeting.

B. Outdoor Basketball Courts Lighting repair/replacement estimates – Kurt

See attached estimate. Kurt has received numerous calls and comments over the years regarding fixing the lights at the outdoor basketball courts, and most recently received a formal email request. Councilor Brann inquired about the cost for LED flood lights instead of the metal halide. Councilor Shakespeare noted that the electricity cost to run the metal halide lights would pretty much match the base bid estimate (\$2,670.00). Kurt noted that the proposed lamps are also very fragile, and that currently there are zero working lights at the court. What people currently do is turn on the tennis court lights and that light somewhat casts over to the basketball courts and they play by that. Councilor Wright proposed that this would be a good fundraiser opportunity, for that user group to organize and raise some money to replace the lamps, especially if we have only recently received one formal request. Councilor Brann noted that this goes back to having a Recreation Plan and getting that done. No action on this item.

C. Ichabod Lane trail maintenance agreement – Kurt

There is a property at the end of Ichabod Lane that was a wetland mitigation project years ago for a project that impacted wetlands in Orrington. There is a Maintenance Agreement (see attached agreement and Council minutes) that states the town will maintain the parcel, including the footpath, and that responsibility for maintenance cannot be given to another. There is a resident of the subdivision that would like to maintain the footpath, as it has not been maintained in a few years and some small alders are starting to grow in the path. Previously, the path was maintained by a resident of the subdivision who was also a member of the town's Conservation Commission. Liability is a concern here, much like it is with the Daisey Lane situation. The committee agreed to read through the documentation prior to the next meeting. Kurt and Gretchen will do a site visit prior to the next meeting.

D. Reschedule October meeting due to Columbus Day holiday

The next meeting will be October 12, 2011 at 5:00pm for MSAD22 Trail MOU discussion, 6:00pm for regular meeting. The Outdoor Facilities Ordinance will be the first priority and Gretchen will email out the latest revision ASAP. Gretchen will let Melanie know so she can coordinate with other MSAD22 folks.

4. Public Comment

See Pocket Parks section.

5. Committee Member Comments

Councilor Hornbrook asked if materials could be sent out ahead of time. Staff responded that they generally try to do this, but in this case, Kurt and Gretchen were both on vacation last week, had received the resident request the day before vacation, so they were only just able to pull this documentation this morning.

Councilor Brann inquired as to the status of the school/town MOU regarding their wetland mitigation needs. He stated that if they want to try and alter the \$50,000 already agreed upon, then they could look at paying the Army Corps impact fee of around \$820,000 instead. Gretchen responded that it is their responsibility to make sure they are in line with the Army Corps regarding their wetland mitigation and her understanding is they need to have that in place in order to open the doors next fall. Councilor Brann stated they may not even be qualified to get the trail grant because the track was built with previous grant money and they need to replace it before they will be considered. Kurt stated that the track issue may also affect the marina project, because the Land & Water Conservation fund money is all one source and they look at all projects in Hampden equally regardless of applicant.

The next meeting is October 12, 2011 at 5:00pm for MSAD22 Trail MOU discussion, 6:00pm for regular meeting.

The meeting was adjourned at 9:00pm.

Respectfully submitted,

Gretchen Heldmann
GIS/IT Specialist

Hampden Recreational Trail Project –
Town Service Committee 9/12/11

1. Project Update

- Introduce Nick Raymond, Dir. Of Athletics
- Expenses to date (May 2010 to present):

Trail plan/design:	\$1200
Environmental site analysis:	\$1500
Grant consultant:	\$1500
Legal counsel:	??
	\$4200

- Site visit June 25 Report
- Funding status
- Bridges – AIT refiguring estimate from Oct. 2011; HE Sargent site visit 9/23; get estimate from one other contractor?
- Decisions: 12' wide overall; stone dust vs. chips; bridge crossing as planned; stadium area as planned; postings per ski team/club when trail grooming

2. MOU

- Need to finalize changes, schedule approval
- Discuss maintenance options

3. Wetlands mitigation work

- For this trail plan
- Consideration of Funds from HS project

4. Proposed Schedule:

End of Sept: complete and approve MOU

End of October: complete applications & budgets

Nov. 1: Submit app to BPL; complete boilerplate applications for other funders

Mjspencer 9/12/11

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

One Merchants Plaza,
Suite 501
Bangor, Maine 04401
www.woodardcurran.com

T 800.564.2333
T 207.945.5105
F 207.945.5492

MEMORANDUM



TO: Darcey Peakell, Pool Director
FROM: Jim Wilson, P.E.
DATE: September 9, 2011
RE: Lura Hoit Pool Ventilation

Darcey:

It was good to hear that the Town is interested in moving ahead with the much needed upgrade of the ventilation system at the pool. Thanks for meeting with Devon and I to discuss the next steps. As discussed in our meeting and in our August 5, 2011, memo, longevity of the system and operational improvements can be made by replacing the existing unit with one that includes heat recovery and humidity control. It is somewhat more costly than a basic unit but, as we discussed, the life cycle benefits can outweigh the cost.

Bid Solicitation: Moving forward, the next step will involve getting a contractor on board for the replacement of the deteriorated equipment and other upgrades. We discussed two alternatives for how to procure those services. One option would be for us to prepare a set of bid documents for pricing and construction. A second method of soliciting contractor assistance is to issue a Request for Proposals (RFP) based on a performance specification.

Preparation of bid documents will allow us greater influence on the equipment provided which was one of your key goals to insure that parts and service are locally available and that controls are not overly complicated. A typical design-bid-build process will allow you to be more confident that the price you receive on bid day is reflective of your expectations and not the contractors. This approach would also be favored by prospective bidders as it will more completely define the project requirements, allow them to price with more confidence, and be more assured that competitors are pricing in the same fashion.

In our judgment the only benefit of a performance based RFP would be bids in a shorter time frame. At that point, however, there would still be significant work required to evaluate their proposals to determine which proposal best meets the RFP conditions. In other words, it would not simply be a price based selection process and the contracting of the work would not likely occur any sooner. As time was not a significant factor for your project, the disadvantages and risk of this approach is the reason we suggest following a typical design-bid-build process for the project.

Design of the bid documents will define the new equipment, the installation requirements, controls, and any distribution system modifications. The documents will identify equipment that meets your expectation for availability of parts, local support and simplicity of operation. Our services will also include assistance through the bidding process and contract signing. We would prefer to not suggest a budget for construction assistance at this time as we like to tailor our services for our clients needs and the contractor can influence how much administration and oversight is required.

We suggest a not to exceed fee budget of \$13,800 for design and bid phase services for this project which includes any expenses encountered including postage, mileage or production. Not included is the actual advertising fee which we will have billed directly to you when we coordinate the advertisement in the Bangor Daily News.

Schedule: Typical air handling unit delivery is often 6-10 weeks after approval of shop drawings but the dehumidification unit chosen for this project could be longer so we have targeted next summer for the actual



upgrades. Due to the long lead time on equipment, we suggest we proceed with the design this fall and solicit bids as soon as possible which should be in December. That will allow you sufficient time to secure and commit the funds for the project and enter an agreement with a contractor by February or earlier. The upgrades will commence in June and be complete in August 2012.

I look forward to discussing the project with you and the Services Committee on Monday evening. In the meantime, feel free to call me with any questions or if I can better tailor our services to your needs. You can sign a copy of this memo and return it to me to act as our authorization to proceed and we will begin work immediately. The standard terms and conditions linked to our general services agreement with the Town will govern our efforts.

Thank you for this opportunity to continue to work with you on this project and serve the Town of Hampden.

JDW/dam
214514.00

AUTHORIZATION TO PROCEED

TOWN OF HAMPDEN

Signature

Date

MEMORANDUM



TO: Darcey Peakell, Pool Director
FROM: Devon, P.E.
DATE: August 5, 2011
RE: Lura Hoit Pool Ventilation

Darcey,

Thank you for meeting with us to discuss the current operation of the pool building in relation to the failing air handling equipment. As you know, we've previously provided an opinion of probable cost for replacement of the existing heat recovery unit (HRU) with similar equipment. This memo will discuss the merits of that approach and the opinion of probable cost to modify the system and provide a unit that would better meet standard natatorium design criteria regarding occupant health, building longevity, and energy use.

The pool area is currently heated and ventilated using a roof top HRU capable of delivering up to 10,000 cubic feet per minute (CFM) of outside air. The percent of outdoor air is controlled to maintain relative humidity of 60% in the space. Air is delivered to the space through four supply diffusers along each long wall, directing air along the lower half of the wall and to the floor. Return air is supplied to the unit through a single grill located roughly in the center of the room above the pool deck.

Air handling systems for natatoriums should be capable of:

1. Temperature & Humidity Control: Providing temperature and relative humidity within an acceptable range for comfort and health;
2. Indoor Air Quality Control: Controlling pollutant levels using adequate fresh air, directed to appropriate locations;
3. Limit Condensation: Controlling humidity to prevent condensation on surfaces; and
4. Avoid Moisture Migration: Maintaining negative pressure within the pool area to keep moist air out of adjacent rooms and prevent leakage of moist air into wall and ceiling cavities to minimize structural degradation in colder months.

The existing system can control temperature and relative humidity except in the hottest and most humid days of the summer. Adequate air can be provided for pollutant control, although it may not be presently as the control strategy is based on indoor humidity and not occupancy. The control strategy could be modified within the budget previously discussed. However, to better control humidity in summer, further limit condensation in winter, and reduce operating costs year round, a replacement unit with dehumidification capability and duct work modifications should be considered.

A properly-sized and -configured dehumidification unit would be capable of maintaining temperature and humidity in an acceptable range 98 – 99% of the time based on typical weather design standards. A dehumidification unit will return the energy of evaporation back to the room or pool water during periods where outdoor air is suitable for humidity control and therefore provide an increased level of energy efficiency.

In regard to indoor air quality and pollutant control, the existing HRU is actually oversized. It has the ability to provide outdoor air at a rate higher than necessary. Since outside air quantity is controlled on relative



humidity instead of occupancy, however, the unit may not be delivering appropriate outside air at all times. As stated above, controls strategy for a new unit can be tailored to better meet this need within the budget previously discussed.

Currently, the existing duct configuration and HRU provide adequate air along the bottom half of the exterior walls and across the deck and pool surface to break up any chloramines bubble over the water surface. However, dry supply air is not directed over ceiling and upper wall surfaces or exterior doors and windows in order to minimize condensation on those surfaces. Reconfiguration of the duct system would improve air quality and minimize the opportunity for condensation on windows, doors, and the ceiling.

Since the room volume is large compared to the pool surface, a unit chosen for humidity control, cooling capacity, and outdoor air quantity may not have the air capacity to direct air across both interior surfaces and the pool deck/water surface. With the current duct configuration, this should not be an issue but, if duct modifications that allow better coverage are part of a future design, supplemental fan(s) would likely be more cost effective than a larger dehumidification unit.

Pool room depressurization to minimize chlorine odors in adjacent rooms and minimize damage from moist air leaking into wall cavities can be done regardless of the choice of HRU or dehumidifier. This would be accomplished with the controls package and within the previously-discussed budget.

A significant portion of the energy use associated with the pool room goes to humidity control. With the existing HRU, some of the heat in the exhaust air is recovered, but the energy associated with evaporation of pool water is not. A dehumidification unit with refrigerant-based energy recovery would return much of that energy either to the room air or pool water. In addition, during unoccupied hours, a dehumidification unit can close off outside air where the HRU cannot. During occupied hours, less outside air is needed using a dehumidification system vs. a basic HRU, since outside air is used only for pollution control and occupant load and not for dehumidification. Energy savings from these features should have a relatively short simple payback.

We understand you are trying to establish a budget for next year that would include all standard features of typical natatorium design as well as looking towards more economical operation on a life cycle cost basis. Manufacturers' quotations we received for dehumidification equipment were in the high end of the \$50,000 – \$80,000 range we received for an HRU only. With electrical, piping, roofing, duct changes, and possible supplemental fans to complete a dehumidification system, \$20,000 should be added to the original HRU replacement budget, for a probable cost range of \$140,000 – \$165,000.

Increase in yearly maintenance costs for a dehumidification system vs. an HRU should not be significant given similar characteristics to standard air conditioning equipment. There would be additional coils to clean yearly and controls to calibrate periodically. We would anticipate an additional \$800 per year should be added to the maintenance budget. If you decide to move forward with the dehumidification option, you should confirm this with your equipment service contractor.

Corrosion-resistant construction is standard with dehumidifying air handling equipment made specifically for the natatorium market. Therefore, this type of equipment is more likely to resist corrosion longer than an HRU with corrosion resistance like the one that now needs replacement. That is certainly an added benefit of the dehumidification unit that may alone justify the additional \$20,000.

Please call with any questions or comments or if we can assist you with your discussions with the infrastructure committee or Town Manager.

DLC/jiv

MEMORANDUM



TO: Darcey Peakell, Pool Director
FROM: Jim Wilson, P.E.
DATE: June 20, 2011
RE: Lura Hoit Pool Ventilation

Larcey,

It was good to hear that the initial phase of the pool ventilation project has been approved. As we suggested in our memo of May 16th, the first phase will involve an investigation into the existing system including the air handling unit, duct work configuration, and control systems to determine how well the system meets the facility's needs and whether there are energy saving opportunities with a different unit. We will also identify system improvements that could be made in conjunction with the unit replacement that would benefit the facility.

The fee budget for the investigation is \$3,500 and will result in a memo outlining the basic system needs as well as any recommended upgrades. If there are upgrades suggested, each will be explained and an estimate of the base cost plus added expense will be provided. Prior to a site visit to determine general systems condition and how the system meets current needs, we will review literature for natatorium design criteria as a basis for comparison of existing duct work, air distribution, and controls.

We will work with Mechanical Services to gather existing information from your control contractor so we can consider existing sequence of operation for system control. We will also compare standards to your existing configuration, and recommend changes as indicated by site visit and engineering design review.

In our earlier memo, we suggested a couple weeks to complete the first phase of evaluation and about a month total to complete bid specifications. Once we complete the evaluation, we will review the results with you and, if you wish, the infrastructure committee and/or Town Manager. We will not begin the preparation of the bid specifications until after you have had an opportunity to choose the right approach for you. At that time, depending on the preferred solution, we will establish a design budget and schedule.

If this all sounds acceptable to you, please sign a copy of this memo in the space below and return it to me to act as our authorization to proceed, and we will complete the work as described and as outlined in the standard terms and conditions contained in our general services agreement with the Town.

If you have any questions or if we can better tailor our services to your needs, please do not hesitate to contact me.

AUTHORIZATION TO PROCEED

TOWN OF HAMPDEN

Signature

Date

MEMORANDUM



TO: Darcey Peakell, Pool Director
FROM: Jim Wilson, P.E.
DATE: May 16, 2011
RE: Lura Hoit Pool Ventilation

Darcey,

Thanks for taking the time to discuss the pool ventilation system and the information you had gathered on the air handling unit condition.

As we discussed, the chlorine rich environment in the pool has caused significant damage to the existing air handling unit to the point that Mechanical Services feels it is nearly beyond repair and that full replacement should be considered. Based on your photos of the unit, there is little question that they are correct.

We understand you are trying to establish a budget for next year that would include the needed upgrade and therefore, you are interested in a budget level assumption of cost. As you know, time has not been sufficient to fully evaluate the existing unit, it's function, it's control or its size. In an effort to help you estimate a likely budget, we have called a few manufacturer's and received verbal quotes in the range of \$50,000-\$80,000 for the unit. The unit would be a heat recovery ventilation unit similar to the existing one and built for the chlorine rich environment. We would suggest an installed price range is probably \$100,000 to \$125,000 and you should assume an additional \$10,000 of Engineering and \$10,000 in contingency for a total range of \$120,000-\$145,000.

We suggest that prior to proceeding with steps to install a similar unit, that you have an evaluation of the existing system focusing on how well it meets the facility needs and whether there are energy saving opportunities with a different unit or other system improvements that should be made in conjunction with the unit replacement. We recommend an additional fee budget of \$3,500 for the investigation and evaluation of existing equipment and systems.

Hopefully this helps you establish a budget for further investigation and replacement of this unit. Please call if you would like us to proceed with further investigation and selection of the unit. I would anticipate a couple weeks for that effort and an additional week or so to develop a specification so it will take us about a month to develop the documents necessary to solicit bids for the equipment replacement.

PROPOSAL

Number - 551

8/12/2011

Project : Relighting Hampden outdoor basketball courts - Page 1 of 1

Hampden Electrical

72 Sawyer Road
Hampden, ME 04444
Office : (207) 942-6255 Fax : (207) 942-5498

Sender : Philip Badger Jr., President
E-Mail : PBadger@Hampdenelectrical.Com

Base Bid - \$2,670.00

To : Town of Hampden

207/862-5067
Hampden, ME 04444
Office : 207/862-3034

Attn : Kurt Mathies

862/
949, 3322

Alternate 1 - \$7,955.00
Alternate 2 - N/A
Alternate 3 - N/A
Alternate 4 - N/A
Alternate 5 - N/A
Addendas Seen: None

Our Company is pleased to present our proposal for the above reference project. This proposal is based on our interpretation of the plans per the following listing. Any extra work for items not shown will be done at an agreed price.

Included

	Unit Cost	Extended Cost
1 - Repair electrical panel and replace 16 Quartz lamps	\$2,670.00	\$2,670.00
1 - Replace 16 Quartz Fixture with 8 1500wMH sports lighter similiar to Tennis court	\$7,955.00	\$7,955.00

Please look our proposal over and if you have any questions ,please call immediately.

Submitted By :


Philip Badger Jr.

Accepted By :

Date :



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

ANGUS S. KING, JR.
GOVERNOR

10 September 1999

JOHN G. MELROSE
COMMISSIONER

Town of Hampden
Attn.: Mrs. Marie G. Baker
Town Manager
106 Western Avenue
Hampden, ME 04444

Re: Ichabod Lane MDOT wetland mitigation site - Maintenance Agreement

Dear Mrs. Baker:

Enclosed for your files is one copy of the Maintenance Agreement signed by the Commissioner. This agreement assigns the Town of Hampden responsibility for specific maintenance activities, at the town's expense, along the pedestrian footpath used for public education and passive recreation within the mitigation area. This maintenance will assure the safety and accessibility of the footpath.

If you or your staff have any questions about the terms and provisions of the agreement please do not hesitate to contact me. Although it is not required by the agreement, I would appreciate being notified in advance of any work at the site by the town.

Sincerely,

Mark R. Lickus, Environmental Specialist
Office of Environmental Services
(207) 287-8728 TDD (207) 287-3392

enclosures: Maintenance Agreement

cc: file



PRINTED ON RECYCLED PAPER

MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this 11th day of August, 1999, between and among the **STATE OF MAINE, DEPARTMENT OF TRANSPORTATION** (hereafter called the "Department"), 16 State House Station, Augusta, Maine 04333-0016 and the **TOWN OF HAMPDEN**, a municipal corporation and body politic, having its principal office in Hampden, County of Penobscot, State of Maine (hereafter the "Town"), 106 Western Avenue, Hampden, Maine 04444, regarding a mitigation project located at Ichabod Lane, Hampden.

WHEREAS, the Department has acquired for wetland mitigation purposes a parcel of land along Ichabod Lane in Hampden, Maine, consisting of approximately twenty one (21) acres, more specifically described in Book 6054, Page 63, of the Penobscot County Registry of Deeds, attached to this Agreement as Exhibit A and incorporated herein (hereafter the "Premises"); and

WHEREAS, the Department has attached Covenants and Restrictions regarding use to the deed for said Premises, more specifically described in Book 7024 Page 229 of the Penobscot County Registry of Deeds, attached to this Agreement as Exhibit B and incorporated herein; and

WHEREAS, the Department, as owner of the Premises, intends that the same be maintained as wetland, and that the conservation values of the Premises be preserved and protected in perpetuity for the public benefit of this generation and the generations to come; and

WHEREAS, the Premises are accessed by means of a footpath, intended for the purpose of public education and passive recreational use. The location of said footpath is shown on a plan attached as Exhibit C (hereafter the "Footpath"); and

WHEREAS, the Town is desirous of maintaining said Footpath, has the necessary expertise to do so effectively, and has voted to accept the maintenance responsibilities described herein; and

WHEREAS the State of Maine is desirous to transfer the maintenance responsibilities of the said Footpath from the Department to the Town.

NOW, THEREFORE, in consideration of the terms and provisions herein contained the Town agrees to maintain said Footpath as follows:

1. TERMS AND PROVISIONS

- a. This Agreement shall be in effect until it is terminated by either party. The Town may terminate this Agreement for any reason with 30-day written notice to the Department. The Department may terminate this Agreement for any reason without notice.
- b. All work performed under this Agreement shall be in accordance with the Covenants and Restrictions for the Premises.

- c. Access for the purpose of carrying out maintenance activities shall be limited to the Footpath.
- d. Maintenance activities are limited to cutting and pruning vegetation impeding Footpath access, removing dead wood that is leaning or fallen to maintain trail safety, and making minor repairs to the surface of the Footpath. No alterations to the Footpath location, dimensions, or surface material are permitted.
- e. The use of vehicles and equipment which may create ruts or otherwise damage the Footpath or any portion of the Premises is prohibited. Damage to the Premises resulting from any maintenance activities conducted by the Town shall be repaired by the Town at its expense, to the satisfaction of the Department.
- f. Any maintenance activities not expressly permitted under this Agreement such as applying herbicides are prohibited unless prior written approval is obtained from the Department through its Office of Environmental Services.
- g. The Town agrees to defend or cause to be defended and to indemnify and hold the Department harmless against any claims, suits, damages, or causes of action for damages of any nature whatsoever, and against any orders, decrees, or judgments which may be entered thereon, or for any injury to person or property or loss of life sustained in any manner arising out of the conduct of activities undertaken pursuant to this Agreement, which are attributed to acts or omissions of the Town or its invitees, guests, employees, contractors, or agents.

2. ASSIGNMENT

Town shall not assign its maintenance responsibilities herein, but may contract with or employ independent contractors or agents, at its expense, to assist in the maintenance of said Footpath.

3. MODIFICATION OF TERMS

The terms and conditions of this Agreement may, by the mutual consent of the parties, be modified and altered from time to time to suit the best use of the Premises under the terms of the Covenants and Restrictions and to best serve the public interest. Any such modifications, alterations, or amendments shall be in writing.

4. NOTICE

All notices, reports, statements, request, or authorizations required to be given hereunder shall be sufficiently given if sent by registered mail or by certified mail, return receipt requested, postage paid, addressed to the respective addresses set forth in the first paragraph of this Agreement or at such other address as may be specified by written notice given in accordance with this Paragraph. Any correspondence sent to the Department shall be sent to the attention of the Office of Environmental Services.

5. SEVERABILITY

If any provision of this Agreement or the application thereof is found to be invalid, the remainder of the provisions of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

6. GOVERNING LAW

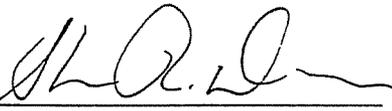
This Agreement is being executed and is intended to be performed in the State of Maine and shall be governed in all respects by the laws of that state.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

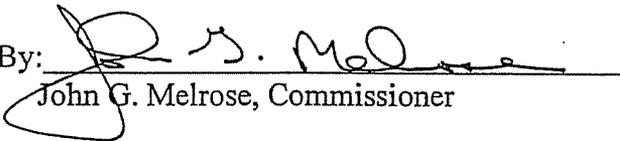

Witness

TOWN OF HAMPDEN

By: 
Print Name: MARIE G. BAKER
Title: TOWN MANAGER
Duly Authorized


Witness

MAINE DEPARTMENT OF TRANSPORTATION

By: 
John G. Melrose, Commissioner

COUNCIL MINUTES - NOVEMBER 2, 1998

Debbie said it had to be a tri-axle truck and weight is distributed by a mathematical equation.

Councilor Gamble asked if they had looked into having a limited lane? It was noted that there are for places which have more than two lanes.

Eric McVay stated he was in favor of the waiver.

Councilor Briggs asked, if the waiver were accepted, will they be lowering weight limits on secondary roads? Debbie said she didn't think so because there is still a lot of traffic that doesn't go near the interstate.

The mayor read the resolution. Mike Hastings felt instead of "trucking industry in Maine", it say, "trucking operating in Maine". Councilor Gilberti moved and Councilor Plowman seconded the proposed resolution be adopted as amended, vote was unanimous.

b. CONSIDERATION OF TOWN OF HAMPDEN ENTERING MAINTENANCE AGREEMENT WITH MDOT FOR ICHABOD LANE FOOTPATH
- TOWN MANAGER

The manager informed councilors that this has been on the back burner for some time. This was originally a wetlands mitigation project, which originated in the Town of Orrington. The original agreement had some legalities that the town attorney was concerned about. After the state reviewed those and conveyed to Attorney Russell some of the changes that could be made, Tom provided a letter stating he had no problem with the agreement. The manager asked the council for approval of the agreement and authorization to sign on behalf of the town.

Councilor Gilberti asked what had been the responsibility of the state for this property up to this date and has the town assumed any. He was told they had not and the state's amounted to minimal responsibility. Councilor Gilberti asked if people were allowed to use it and what the cost to the town would be. The manager said the people can use it and as far as cost, they will have to wait until the next budget. It is just routine maintenance and if there are problems the manager will come back to the council and they can get out of the agreement.

Councilor Gilberti was concerned about motorized vehicles on the path. Councilor Gamble said it is a footpath and there is no sign that vehicles are using it.

Discussion was had to the liability. It was felt that as the state would still own the path, they would be liable. Manager Baker suggested the item be tabled until the town attorney can clarify the liability issue. She also felt neighbors should have a chance to

Questions were raised regarding referring some of these problems back to the engineering firm and pursuing some sort of a suit or whatever and if the proposed modifications will solve the problems? The manager reported they are proceeding with referring the problem to the engineering firm, etc. and Greg said he couldn't guarantee that there won't be problems and proceeded to inform the council how he came to the decisions as to what should be done. Randy Bragg, from the Sewall Co., was hired to look at this. They were the same people who designed and laid out the ventilation for the municipal building and he also had a couple of people, who had worked on pools, work with him. Greg said his recommendation, from the start, was to fix those problems and set back a full year, through the four seasons, and evaluate it. He felt that about 90% of the problems will be solved.

Councilor Brann stated that at a finance committee meeting the figure of 1/4 million dollars was mentioned and wondered how that related to this. Greg said that figure was to put in an entirely new ventilation system and he had never considered that a viable option and it had been his recommendation to do these things first. He stated that as far as the legal matter is concerned, the town attorney had put the original contractor on notice, the improvements are going to be done and they still feel they are liable. Councilor Briggs inquired as to where the money would come from. Manager Baker informed him there is about \$70,000 in the pool bequest and the pool trustees have already recommended that this be funded from that. She said that what they were looking for at this time was for the council to award the bid to R.J. Morin, Inc., in the amount of \$24,850.00. Councilor Brann so moved and Councilor Gilberti seconded. Councilor Brann felt there was a need to keep the pool functional and not end up in a situation where they legally can't make the contractors and engineers liable. Vote on the motion was unanimous.

c. CONSIDERATION OF TOWN ENTERING MDOT MAINTENANCE AGREEMENT FOR ICHABOD LANE FOOTPATH - TOWN MANAGER/TOWN ATTORNEY

Manager Baker stated this item had been tabled at the last meeting as some councilors had questions regarding the town's liability in such an agreement. Copies of the proposal, attorney's comments, and DEP's comments back were provided to the Council. Mayor pro-tem Plowman asked Attorney Russell if he had any problems entering into the agreement? He stated that the agreement did impose some obligations on the town as far as maintaining the footpath for recreational purposes, but that the town's exposure was quite minimal and he did not have a problem with the town entering this agreement, if it was their desire. Mayor pro-tem Plowman informed the council it was the feeling of the people from Ichabod Lane that the town maintain the footpath and asked if anyone wished to move this? Councilor Gilberti moved and Councilor Brann seconded that the town enter into the MDOT Maintenance Agreement for Ichabod Lane

copy for Kurt

Daniel J. Bannon
Bridge Design Engineer
Advanced Infrastructure Technologies
20 Godfrey Drive, Orono, ME 04473
207-866-6526 (ph) 207-866-6501 (f)
Dan@AITBridges.com

October 14, 2010

Melanie J. Spencer
25 Maine Trail
Hampden, ME 04444

Dear Ms. Spencer:

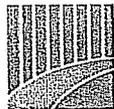
We are pleased to submit this proposal for the design and supply of our composite arch bridge system for the proposed trail bridge in Hampden, ME.

We look forward to working with your team on this project. Please contact me by telephone at 207-866-6526, or by e-mail at Dan@AITBridges.com with any questions.

Sincerely,

Daniel J. Bannon

*4/12/11
Dan w/ get materials
cost through Gardener.
check load limit*



**ADVANCED
INFRASTRUCTURE**
TECHNOLOGIES

Description of Structure

The proposed structure is a 30' span composite arch bridge using the "Bridge-in-a-Backpack" system. The width of the bridge has yet to be determined by the client, however it is anticipated that the structure will be one of the following:

- A. 30' Span X 12' Wide – Three (3) concrete-filled composite arches at 5'6" O.C.
- B. 30' Span X 30' Wide – Six (6) concrete-filled composite arches at 5' O.C.

The arches are covered with corrugated FRP deck panels topped with an 8" thick concrete deck slab. A railing shall be provided, to be designed for pedestrian or vehicular loading as specified by the client.

The bridge will be founded on cast-in-place concrete footings supported on native soil, with final dimensions and reinforcement to be designed.

A sketch of the proposed structure is given below, and more detailed sketches are given in Appendix A.

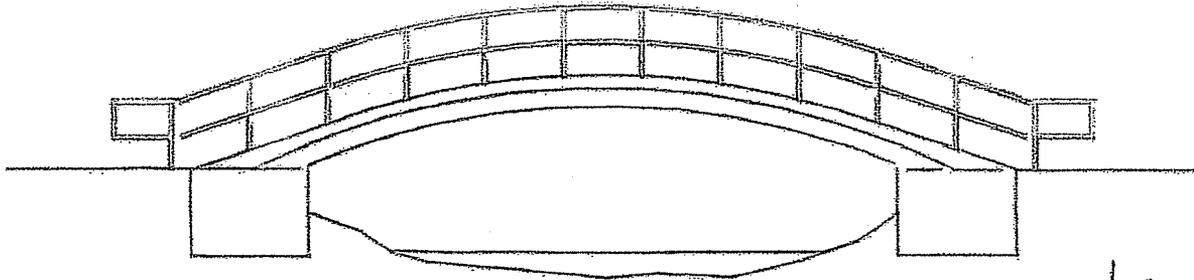


Figure 1. Sketch of Proposed Trail Bridge.

Load =
US Forest
Service
loading spec

AIT Scope and Pricing

Advanced Infrastructure Technologies will provide the following materials and services:

1. Structural design of foundations and superstructure
2. Construction drawings and specifications sealed by a Maine licensed professional engineer
3. Supply of composite arches and composite deck panels
4. Oversight during installation of arches and decking, and concrete filling

Item	Option A	Option B
Engineering – Design structure, provide stamped construction drawings, oversight	\$5,100	\$5,100
Arches	\$19,500	\$39,000
Corrugated FRP decking	\$3,400	\$8,500
Total AIT Invoice	\$28,000	\$52,600

Pricing is contingent on use of arches of the geometry depicted in the sketches in Appendix A, of which AIT has excess in inventory. If These arches cannot be used the quoted price will be adjusted.

Additional Material Quantities

For convenience of the client, estimated quantities are given in the following table for additional materials not provided by AIT. No guarantee is given to the accuracy of these quantities until final design is completed and a sealed set of plans have been issued.

Item	Option A	Option B
Footing Concrete	30 cy	70 cy
Deck Concrete	15 cy	35 cy
Arch Fill Concrete	3.5 cy	7.0 cy
Steel Rebar	2300 lb	5400 lb
4" Stainless Steel Screws	175	350
Pedestrian Railing, T.B.D.	110 ft	110 ft

Schedule

Schedule for delivery of final design and materials shall be no sooner than 6 weeks after a contract has been signed.

Contact

Please contact AIT with any questions.

*Gardner
Construction*

Advanced Infrastructure Technologies

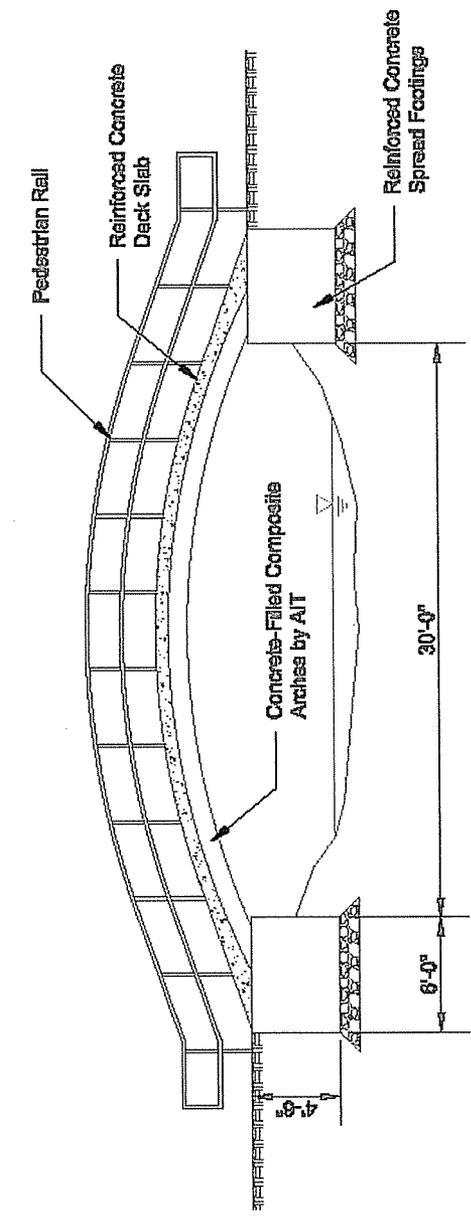
Headquarters:

20 Godfrey Drive
Orono, ME 04473
(ph) 207-866-6526
(f) 207-866-6501

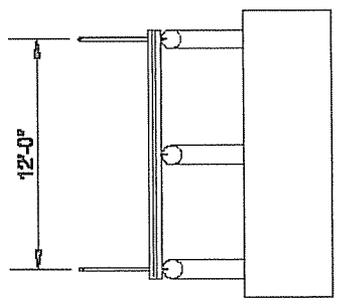
Regional Office:

25110 Bernwood Dr. Ste. 101
Bonita Springs, FL 34135
(ph) 239-992-1700
(f) 239-992-7020





ADVANCED



JOINT USE AGREEMENT

This Agreement is entered into by and between the Town of Hampden, a municipal corporation located in Penobscot County, Maine (hereinafter “Town”), and Maine School Administrative District / Regional School Unit #22, an educational entity formed under the laws of the State of Maine with a principal place of business in Hampden, Penobscot County, Maine (hereinafter “District”).

RECITALS:

- A. Town owns two parcels of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated December 20, 1994, recorded in the Penobscot County Registry of Deeds in Book 5785, Page 263 (said parcels being depicted on Hampden Tax Map 6 as Lots 42A and 43B).
- B. District owns a parcel of land as described in a Quitclaim Deed With Covenant from Parkway Realty Development Corporation dated May 5, 1992, recorded in said Registry of Deeds in Book 5059, Page 22 (said parcel being depicted on Hampden Tax Map 6 as Lot 43A). (Note: Is some of the proposed trail located on adjacent land of the District to the north?) [Tom, I'll check on this. I would also like to review title references.]
- C. Town and District desire to have a trail system developed on their properties for recreational use by members of the public and students of the District. The District, in cooperation with the Hampden Academy Boosters Club (hereinafter “Boosters Club”) and the Hampden Education Athletic Trust (hereinafter “Trust”), will collaborate with other agencies, partners and organizations to secure funds toward the development of the trail system. The approximate location of the proposed trail system is shown on Exhibit A.
- D. The contemplated trail system will be approximately 1.8 miles in length, with a width ranging from 10 feet to 20 feet. The trail will be comprised of some wood chip pathways, some stone dust, and other materials. The trail system will also include 6 culverts and 2 bridges, one of which will be a bridge crossing Reeds Brook and one of which will be a small bridge crossing a wetland area, both designed to accommodate certain motorized vehicles. It is anticipated that grant applications will be submitted to seek funding for the trail and bridges. The trail system will also include approximately 12 small trail signs and one trailhead sign. The entire trail system, including the trail improvements and bridges, is hereinafter referred to as the “Facility”.

NOW, THEREFORE, District and Town hereby agree as follows:

1. Term. This Agreement shall commence on its date of execution, and shall continue for a period of 10 years from the date on which the Recreational

Trail Committee certifies to District and Town that the Facility has been completed [and both the District and the Town accept such certification], unless sooner terminated as provided in Section 17.

2. Rights and Obligations of District. District shall be responsible for all required permitting and the construction of the Trail Facility. To that end, and subject to the provisions of Section 12 and Section 14 below, District Shall have the right to enter onto Town's property with persons and equipment to construct, maintain, repair, or replace the improvements to be located on Town's property, all of which shall be accomplished in a good and worker-like manner. Provided, however, that District shall restore the Town's property to the greatest practical extent after exercising any of the foregoing rights.
3. Cooperative Agreement. As provided herein, the parties agree to cooperate in coordinating programs and activities to be conducted on the Facility located on their respective properties. As used in this Agreement, "Owner" shall mean the party to this Agreement that owns a particular property and the portion of the Facility located thereon, and "User" shall mean the other party using the Owner's property and the portion to the Facility located thereon. "Public Access Hours" shall mean the hours during which the general public may use the Facility located on the Town property and District property.
4. Permitted Uses.
 - a. District shall be entitled to priority use of the Facility for school athletic meets involving cross country running and Nordic skiing. District shall notify Town in advance of any scheduled meet, and shall post "trail in use" signs at the trailhead during the meet. It is anticipated that there will be no more than 8 meets per year.
 - b. At all other times and subject to a schedule developed by Town and District, the Town shall be entitled to use the Facility for community recreational purposes for the benefit of District students, the District, and the Town at large.
 - c. [An organized third party may use the Facility for a supervised event with a permit from the Trail Committee, and subject to the rules and regulations adopted by the District and the Town pursuant to Section 7 of this Agreement. The Trail Committee may impose conditions on any such permit.](#)
5. Retention of Rights. Nothing in this Agreement shall be construed to limit or interfere with each party's legal rights to develop or use their respective properties so long as the use and development thereof does not materially alter

or modify the Facility. Each party shall have the right to re-locate the portion of the Facility located on that Party's property at its sole cost and expense.

6. Compliance with Law. All development and use of District property and Town property under this Agreement shall be in accordance with all applicable laws, ordinances, or regulations. Any actions taken by District or Town that are required by law, but are inconsistent with the terms of this Agreement, shall not constitute a breach of this Agreement.
7. Recreational Trail Committee. District and Town shall establish a Recreational Trail Committee, composed of four representatives of the District and four representatives of the Town. Each party shall be responsible for the appointment of its representatives to the Trail Committee. The purpose of the Trail Committee is to oversee the development and use of the Facility, to recommend rules and regulations for the District and Town to adopt to implement this Agreement, to monitor and evaluate the joint use project and this Agreement, and to confer and discuss operational or other issues that might arise during the term of this Agreement. The Trail Committee may also develop recommendations concerning the maintenance of, or improvements to, the Facility. At least once per year, the Trail Committee shall cause the Facility to be inspected, and shall prepare a proposed maintenance and/or repair work plan for consideration by District and Town.
8. Scheduling Use of Facility. District and Town shall each designate an individual to jointly administer this Agreement, and to develop a master schedule for joint use of the Facility to allocate use thereof to the District, Town, and Public Access Hours. District and Town representatives shall meet periodically with the Trail Committee to review and evaluate the status and condition of the Facility and to modify or confirm the schedule.
9. Public Access Hours.
 - a. The parties agree that the general public may use the Facility for passive outdoor recreational activities, such as hiking, walking, running, biking, or snowshoeing. The Facility may also be used for snowmobiling when the ground is covered with snow, but other motorized vehicles, such as all terrain vehicles, shall be prohibited. Provided, however, that the use of motorized vehicles for emergency or maintenance purposes is permitted. The Public Access Hours shall be from one hour before sunrise to one hour after sunset. Each party may impose limitations and restrictions on Public Access Hours during activities sponsored by that party.
 - b. In the event the District determines that a particular use of the Facility is unsafe for District students, including without limitation

snowmobiling, District may refer the matter to the [Recreational Trail Committee](#) for review, evaluation, and development of a recommendation to District and Town for alleviation or mitigation of the safety concern. Hunting shall be prohibited at all of the Facility.

10. Parking. District agrees that its parking facilities may be used for public parking associated with any event sponsored or organized by the Town's Recreation Department, and during Public Access Hours, the approximate location of said parking facilities being shown on Exhibit A.
11. Funding. District and Town acknowledge and agree that neither party is obligated to provide funding for the design, creation nor construction of the Facility, and that the parties are contemplating grant funding for the project. District shall be the lead agency for any grant applications. If grants are awarded for the project, the Trail Committee shall review the same and make a recommendation to District and Town concerning the portion of the proposed Facility that may reasonably be accomplished with the available funding. At that time, District and Town shall consult to agree upon the scope of the project.
12. Approval of Plans. No construction of the Facility shall commence until the District and Town have reviewed and approved the final design thereof and any construction documents or contracts.
13. Improvements and Modifications. Once the plans have been approved, no modification thereof shall be made without prior approval of District and Town. Once the Facility has been constructed, no modifications or improvements thereto shall be made without the prior written consent of the Owner of the property on which the modification or improvements to the Facility are to be located. Any such modifications or improvements shall be at the expense of the requesting party, unless otherwise agreed upon.
14. Liability and Indemnification. Each party enjoys certain immunities from liability under the Maine Tort Claims Act, and nothing in this Agreement shall be construed to be a waiver of those immunities by either party.
 - a. Town shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Town, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act.

- b. District shall defend, indemnify, and hold the Town, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act. [Tom, I am checking to see if District has insurance coverage for indemnity.]

Each party agrees to provide liability coverage for its property and the portion of the Facility located thereon as part of its risk pool coverage or insurance coverage

- 15. Responsibility for Damage. Town shall be responsible for the repairs of any damage to the Facility due to, or as a result of, Town's use of the Facility as part of any organized activity sponsored by its Recreation Department. District shall be responsible for all other repair of any damage to the Facility. The repairs shall be sufficient to restore the Facility to its condition prior to such damage, and shall be made in a reasonable time after the damage occurs or is discovered. Each party shall report any damage to the other party.
- 16. Maintenance of Facility. Each party shall restore the Facility to a clean and neat order after any use thereof by the party. Otherwise, District agrees to perform routine maintenance of the Facility, and to repair or replace the same, at no cost to Town.
- 17. Termination. This Agreement may be terminated in writing by either party if the contemplated funding for the Facility is not ~~received-awarded~~ by one year from the date of this Agreement or the other party has breached the terms of this Agreement and the breach has not been cured within 30 days of receipt of written notice of the breach. In addition, either party may terminate this Agreement in writing if the terms and conditions of any funding grant are unacceptable to that party. The terminating party must provide written notice of the termination within 30 days of its receipt of the terms and conditions of any funding grant.
- 18. Encumbrances. Neither party shall encumber, nor permit the encumbrance of, the other party's property without that party's written consent. For the purposes hereof, encumbrance shall include subjecting either party's property to any conditions of any funding sources.
- 19. Entire Agreement; Interpretation of Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and supersedes any prior negotiations, representations, agreements or understandings. In interpreting this Agreement, no ambiguity shall be

resolved against either party on the premise that it, or its attorney, was responsible for drafting this Agreement or any provision hereof.

20. Amendment. This Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument duly executed by both parties.

21. Notice. All notices to be given by the parties shall be in writing and shall be either delivered personally, or mailed by certified mail (return receipt requested), as follows:

If the Town: Susan M. Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

If to District: Richard A. Lyons, Superintendent
M.S.A.D. #22
24 Main Road North
Hampden, ME 04444

Each party reserves the right to change its notification contact or address by written notice to the other party.

22. Counterparts. This Agreement may be signed in counterparts, which taken together, shall constitute one original document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf as of this _____ day of _____, 2011.

M.S.A.D. #22

Witness

By: _____
Richard A. Lyons, Its Superintendent

Town of Hampden

Witness

By: _____
Susan M. Lessard, Its Town Manager