

**Minutes
Hampden Town Council
Services Committee
April 09, 2012**

The meeting of the Hampden Town Council Services Committee was called to order at 6:00p.m. on Monday, April 09, 2012, at the Hampden Municipal Building by Chairperson Jean Lawlis.

Gretchen Heldmann, GIS/IT Specialist
Darcey Peakall, Pool Director
Jim Wilson, Woodard & Curran
Devon Carter, Woodard & Curran
Kurt Mathies, Recreation Director
Councilor Jean Lawlis, Chair
Meghan Ballard
Councilor Thomas Brann

Councilor Shelby Wright
Councilor Kristen Hornbrook
Mayor Janet Hughes
Susan Lessard, Town Manager
Clare Cole
Tim Hanson & friend

**Note: Items may have been discussed in a different order to accommodate guest or staff schedules. Unless otherwise noted, there was no objection to addressing the items in a different order than stated on the agenda.

1. Approval of Minutes

Minutes from March approved with no objections.

2. Old Business

A. Outdoor Facilities Ordinance

Councilor Wright motion to send the ordinance to the Council as drafted for review & send to public hearing. Councilor Brann 2nd. All in favor. Outdoor Facilities Rules and Regulations - Councilor Brann motion to send to Council as drafted for review & approval. Councilor Wright 2nd. All in favor. The Outdoor Facilities Ordinance and accompanying Rules/Regs document is meant to replace the Dorothea Dix Park Ordinance and the Papermill Road Rec Area Ordinance. The OFO License Agreement document will be a separate item for discussion on the next Services agenda. Kurt will email the state recreation listserv to see who else out there may be doing a similar type of license agreement.

B. Subcommittee Updates

FoDDix – There will be a park clean-up day on April 22 from 1-4pm. The 4H Club and Scouts are involved. The group has done enough advertising so does not plan to advertise any more but will take whoever comes over to help. The group will work on raking out debris and smoothing out ground stumps, hauling brush and fallen branches, etc. The fountain will be installed as soon as the park opens and the shed is delivered (it is built). The group plans to look at the vegetative management plan at the 4/25 meeting and the only recommendation expected they will make is regarding the large pines in the back of the park, to remove fewer of those than what is currently recommended.

C. Western Ave. Rec. Area playground equipment update – Kurt

Recreation Director recommends playground Design Option 2 for a cost of \$20,922.00, and recommends it be paid out of the Recreation Clearing Account. Balance in Recreation Clearing Account is \$70,931. The playground equipment recommended comes with a 100yr warranty and matches what is already out there, and has more play stations available than option 1. Only two bids were received, although three other companies took out specs. Councilor Hornbrook was opposed, because option 2 is slightly more expensive than option 1, until she learned the RCA is from user fees and not general tax dollars. Meghan, the UMaine student intern who did the work to put this project out to bid, etc will make a presentation at the next Council meeting and be available to answer questions. Councilor Brann motion to recommend going with Design Option 2 for \$20,992.00 as recommended by the Rec. Dept., and recommend paying for out of Recreation Clearing Account, to be sent to Finance Cmte and Council. Mayor Hughes 2nd. All in favor.

D. Portapotty Situation at Western Ave. Rec. Area update – Kurt

The town currently pays a discounted deal rate of \$100/month for a handicap accessible portapotty, which is \$1200/year. The normal rate, should we lose the discount deal for some reason, would be \$160/month or \$1920/year. Over a 30 year period, that is a cost of \$36,000 to \$57,600 if rates stay the same at either the \$100/mo or \$160/mo. Other options include more long-term holding tank toilet stations much like those seen in national or state parks. The buildings are long-lasting, see attached design options. This information is very preliminary, should the town choose to pursue this route, more bids would be collected. A toilet station such as this should also be considered for Dorothea Dix Park. There was some discussion on how to pay for such a thing and whether it was appropriate to come out of the Recreation Clearing Account – which is meant for organized sports recreation and not parks – could work for the one at the Western Ave Rec Area but not necessarily Dorothea Dix Park.

E. Pool Naming Rights – Darcey

Darcey presented the pool naming rights document (attached). There has been no interest shown yet from companies. It was recommended the concept be brought to the Hampden Business Association as a start, maybe tie to Children’s Day? Darcey and Kurt will talk later. Councilor Wright asked if a “dial for dollars” campaign had been done? Darcey responded that it would be difficult to do, since they just did a mailer which did bring in quite a bit of money, and she would not want to double-ask anyone. Councilor Brann motion to send the naming rights fundraiser concept to the Council for approval. Councilor Wright 2nd. All in favor.

F. Pool Air Handler – Darcey

In order to swap out the parts during the planned August pool shut-down period, they need 8-12 weeks ahead of time to order parts. This means parts need to be ordered by May, which is before the budget is set. The current system is 8-10,000 CFM, and the proposal from Mechanical Services has a unit that moves 6,000 CFM. You have a copy of the memo Darcey handed out from Woodard & Curran, which has more detail. Councilor Brann motion to go with the system proposed by Mechanical Services, send to Finance Cmte for review. Mayor Hughes 2nd. Four in favor, Councilor Hornbrook opposed. Councilor Brann motion to go with the system proposed by Mechanical Services, send to Finance Cmte for review. Mayor Hughes 2nd. Four in favor, Councilor Hornbrook opposed.

G. Community Garden Update – Clare Cole

Curt Keller no longer wants to be affiliated with the town and will instead be partnering with the Congregational Church. Clare has retracted the proposal she had submitted at the March meeting. Clare is looking at a few raised beds on a town lot, and doing a program in conjunction with the town Recreation Dept. She has looked at town lots at the town office, pool, business park, and it was suggested she look at lots off Ruth/Lindsey Ave. She wondered if a survey might be helpful, to see if residents are interested in either an adult or children’s square foot gardening type of program. Clare is going to hold off on pursuing her idea (originally brought to this committee over a year ago) until Curt has his program off the ground.

3. New Business

A. Little League Softball Field Work Request – Kurt

See attached email. The group would most likely request 50% of the total cost to be covered by the town, and they would cover the rest and do all the work. Mayor Hughes has bricks to donate. Kurt recommends paying for out of the Recreation Clearing Account. Councilor Wright motion to spend up to \$2,150 out of the Recreation Clearing Account, second by Councilor Brann. All in favor.

B. Gold Dredging in Souadabscook Stream – Tim Hanson

Tim Hanson would like to dredge for gold in the Souadabscook Stream at the Papermill Road Park, and is seeking town (landowner) permission to do so. Tim has a dredge that has a vacuum on one end to suck up the stream bottom, it sends the material through a series of sluice boxes, and then shoots the filtered material out the other end of the dredge device. The committee questioned if they even had authority to authorize such a use in a waterway, and recommended that the Dept. of Inland Fisheries and Wildlife and Army Corps of Engineers be contacted. Councilor Brann recommended that this would most likely fall under the purview of the town Conservation Commission due to the use of natural resources. There was discussion on how this relates to salmon habitat and the town's authority to regulate alewives in the stream. Tim had some information from LURC, but it does not apply here to organized towns. He said there was no know history of gold in the stream, but there had been a lot of silver mining in the area. The committee stated they would do some further research, asked Tim to do some further research, and come back to the May meeting.

C. GeoLibrary Board orthophotography update proposal – new imagery for Hampden? – Gretchen

Gretchen presented the GeoLibrary Board's orthophotography update proposal (available: http://www.maine.gov/geolib/workgrps/geo_data/orthoimagery_sub_gp/Orthoimagery%20Subcommittee%20Report%20Final%20.pdf) The proposal calls for updating imagery state-wide on a cyclical basis, with the cost being shared in a one-third each split between federal, state, and county in order to provide a base imagery product for all areas of the state (two foot resolution for most urban organized towns). Municipalities would have the option to "buy-up" to a higher resolution product or add infrared imagery. Gretchen explained that in April 2006 the Town of Hampden paid over \$38,000 for half-foot resolution color imagery. Participation in a program such as this would give the town the same imagery for a fraction of the cost. Companies such as Google and Microsoft tend not to fly imagery in Maine because there is no national market demand for a such a product – most imagery seen in Google Earth was in fact harvested from other sources. For example, the GeoLibrary Board got a state bond in 2003 and used part of it to leverage a large federal grant match in order to fly the first state-wide set of color imagery. That imagery is often what is seen in Google Earth, in addition to federal imagery they harvest from the National Agricultural Imagery Program. Updated imagery is important for a variety of reasons, including tracking development changes over time, saving money by creating datasets from the imagery vs. field time to collect the same data – impervious cover for the town's stormwater permit is an example. Gretchen stated that the reason she is presenting this topic now, is to keep it in mind during the budget process this year and next, because Hampden would be included in the flight in year 2014. Committee members recommended Gretchen present the concept also at the Planning & Development Committee.

4. Public Comment

None.

5. Committee Member Comments

Short discussion on farmer's market – there was a group of folks that showed up at the beginning of the meeting expecting to discuss a farmer's market, but no one (staff nor Councilors) seemed to have been made aware ahead of time, so it was not an agenda item. They were encouraged to stay anyway and present their idea so they could receive feedback and/or guidance, but no votes would be able to be taken, since the item was posted ahead of time for public notice requirements. The group chose to take some contact information, do some more research, and return at another time.

The next meeting is May 14, 2012 at 6:00pm

The meeting was adjourned at 8:08pm.

Respectfully submitted,

Gretchen Heldmann
GIS/IT Specialist

FARRELL, ROSENBLATT & RUSSELL

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April 5, 2012

To: Services Committee
From: Tom Russell
Re: (1) Outdoor Facilities Ordinance and Rules
(2) Draft License Agreement

Gretchen forwarded the draft Ordinance and Rules for my review. I am sending you copies of those documents with my proposed revisions.

In addition, Gretchen requested that I draft a proposed License Agreement to allow private parties to provide care and maintenance of Town parks and open spaces. I am also sending you a copy of that draft Agreement. I tried to keep it pretty basic, but with provisions to protect the Town. Although the Agreement calls for the Licensee to defend, indemnify and hold the Town and its officials, employees or agents harmless from any and all claims, you should realize that the obligation is only as good as the Licensee's ability to make good on the obligation. We could consider the requirement of insurance, but I'm not sure that insurance would be available to a Licensee.

It is my understanding that the Committee is meeting on April 9th and that Gretchen is at a training seminar today, so I am sending these materials to you directly.

LICENSE AGREEMENT

This License Agreement is entered into by and between the TOWN OF HAMPDEN, MAINE ("TOWN") and _____ ("LICENSEE") as of the ____ day of _____, 20 ____.

RECITALS

- A. TOWN owns a parcel of land that is a dedicated open space or park, said land being depicted on Tax Map _____, as Lot _____, and being described in a deed recorded in the Penobscot County Registry of Deeds in Book _____, Page _____ (the "PROPERTY").
B. LICENSEE has offered to maintain the PROPERTY at no cost to the TOWN.

LICENSE

- 1. TOWN hereby grants LICENSEE a non-exclusive license to undertake the following activities on the PROPERTY: _____
2. LICENSEE acknowledges and agrees that TOWN has made no representation as to the condition of the PROPERTY, and LICENSEE hereby expressly waives any and all claims for any and all damages to persons or property sustained by reason of any defect, deficiency or condition of the PROPERTY. LICENSEE acknowledges and agrees that TOWN is under no obligation to take any actions with respect to the PROPERTY. All actions of LICENSEE shall be at LICENSEE's sole expense and risk.
3. TOWN shall retain the authority, without any obligation to exercise the same, to inspect the PROPERTY and to evaluate the activities of LICENSEE.
4. LICENSEE agrees to perform the authorized activities in a good and worker-like manner, and so as not to endanger any person who may enter onto the PROPERTY. In the event that LICENSEE's activities cause damage to the PROPERTY, LICENSEE shall be obligated to restore the PROPERTY to the

greatest practicable extent. LICENSEE shall not undertake any activities or action that would interfere with the rights of the public to use the PROPERTY.

5. LICENSEE shall not cut down any trees without prior approval from the TOWN.
6. LICENSEE shall not make any alterations to the PROPERTY without prior approval from the TOWN.
7. The parties acknowledge and agree that this License Agreement does not create a property interest in LICENSEE, and that TOWN has the absolute discretion to revoke the License at any time. TOWN shall provide LICENSEE with written notice of any revocation.
8. The term of this License shall be for one year from the date of this Agreement.
9. LICENSEE shall comply with all applicable laws and ordinances.
10. LICENSEE shall not assign this Agreement.
11. LICENSEE agrees to defend, indemnify and save and hold harmless TOWN and all of its officers, officials, employees and agents from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned in whole or in part by the acts or omissions of LICENSEE or anyone acting under LICENSEE's authority under this License Agreement.

IN WITNESS WHEREOF, the parties have duly executed this License Agreement as of the date first above stated.

TOWN OF HAMPDEN

Witness

By: _____
Printed Name: _____
Title: _____
Date of Signature: _____

Witness

Printed Name: _____
LICENSEE
Date of Signature: _____

**TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE**

ENACTED DATE: MONTH, XX, 2012~~4~~
EFFECTIVE DATE: MONTH, XX, 2012~~4~~

CERTIFIED BY: _____
Name

Title Affix Seal

**TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE
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**THE TOWN OF HAMPDEN HEREBY ORDAINS THAT THE FOLLOWING
ORDINANCE BE ADOPTED.**

**ARTICLE I.
PURPOSE**

1.1 Purpose. The purpose of this Ordinance is to provide rules and regulations for the use of and conduct in outdoor facilities situated in Hampden. This Ordinance ~~replaces hereby repeals~~ the former Dorothea Dix Park Ordinance and Papermill Road Recreation Area Ordinance.

**ARTICLE II.
AUTHORITY**

2.1 Authority. Pursuant to the provisions of Title 30-A M.R.S. Sections 3001 and 3281-3284 and the Charter of the Town of Hampden, Article II, Section 212, and Article III, Section 302, there is hereby established an Outdoor public-Facilities Ordinance to be organized, administered and governed in accordance with the following provisions.

**ARTICLE III.
APPLICABILITY**

3.1 Applicability. This Ordinance provides full power and authority over all ~~public-outdoor property facilities~~ within the Town.

**ARTICLE IV.
DEFINITIONS**

4.1 Definitions. Unless specifically defined below, words and phrases used in this Ordinance shall have the customary dictionary definitions that same meaning as they have at common law and to give this Ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word “may” is permissive; “shall” is mandatory and not discretionary.

Alcoholic Beverage: any beverage containing any amount of alcohol as regulated under state law.

Controlled Substance: any legal or illegal drug, narcotic, hallucinogen, opiate, prescription drug, or any other such substance regulated by state or federal law.

Motorized Vehicle: any vehicle that is propelled by an engine, including but not limited to: cars, trucks, motorcycles, snowmobiles, ATVs, OHVs, dune buggies, dirt bikes, three-wheelers, go-karts, and golf carts.

Outdoor Facility: any park, sports field, forest, wooded area, field, playground, or other property owned by the Town of Hampden.

Parks: Includes the following ~~public properties~~ outdoor facilities: Dorothea Dix Park, Papermill Road Recreation Area, Western Avenue Recreation Area, or other areas designated as such.

Public Safety Department: Includes Police, Fire, and Emergency Medical Services (EMS) Departments.

Sports Fields: Includes the following ~~public properties~~ outdoor facilities: Ball Field Road Ball Field, VFW Recreation Area, Western Avenue Recreation Area, or other areas designated as such.

Tobacco Products: cigars, cigarettes, chewing tobacco, snuff, or any other product containing tobacco as regulated under state law.

ARTICLE V. PROHIBITIONS

5.1 Camping. No person shall set up tents, shacks, or any other temporary shelter for the purpose of overnight camping in outdoor facilities, nor shall any person leave in outdoor ~~public properties~~ facilities after closing hours, any movable structures or special vehicle that could be used for such purposes. Upon prior approval of a law enforcement officer of the Town of Hampden, overnight camping may be permitted in situations involving unique circumstances.

5.2 Firearms/Hunting. No person ~~other than law enforcement personnel~~ shall ~~carry or~~ discharge a firearm or engage in any hunting activity within parks or sports fields as defined herein. Refer also to the Town of Hampden Firearms Discharge Ordinance.

5.3 Fires. No person shall kindle, build, maintain or use a fire except in areas designated for such purposes. All fires shall be properly extinguished before the person utilizing the same leaves the outdoor facility. Any fires shall be continuously under the care and supervision of a competent person from the time it is kindled until it is extinguished. Fires may be prohibited by the Recreation Director, Town Forester, and or employees of the Public Safety Department when, in his or her judgment, the conditions are such that any fire would represent a safety hazard.

5.4 Wood. No person shall cut any wood on any ~~public property~~ outdoor facility without a prior permit from the Town Forester, who shall have the discretion to deny any application for such a permit if he or she determines that the proposed activity is inconsistent with the goals of the forest management plan for the property.

5.5 Alcoholic Beverages. No person shall ~~bring~~ consume or be under the influence of alcoholic beverages ~~into the any outdoor facility, nor shall any person drink or use the same at any time or be under the influence of the same in the outdoor facility.~~

5.6 Tobacco Products. No person shall consume or use tobacco products within ~~the any~~ outdoor facility.

5.7 *Controlled Substances.* No person shall consume or use any controlled substance legal or illegal while within ~~the~~ any outdoor facility, unless the person has a labeled container and proof of prescription.

5.8 *Trash.* No person shall scatter, drop or leave any debris trash or other rubbish within ~~the~~ any outdoor facility except in receptacles provided for that purpose.

5.9 *Animals.* All animals brought into ~~the~~ any outdoor facility shall be on a leash at all times so as to not interfere with the enjoyment of the outdoor facility by other members of the public, if present. No animal shall be off a leash at any time at any sports field as defined herein, or at any part of the Western Avenue Recreation Area. Owners shall pick up after their animals.

5.10 *Motor Vehicle Access.* Access to outdoor facilities by motor vehicles ~~will~~ shall be permitted or prohibited governed by pursuant to the rules for that facility contained in the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Upon prior approval of a law enforcement officer of the Town of Hampden, motor vehicle access may be permitted in situations involving unique circumstances. For specific restrictions for each outdoor facility, please refer to the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Motor vehicle access to a ~~facilities'~~ facility's parking area is allowed; ~~as this section is meant to address access to parts of facilities that are not meant for motor vehicles.~~

5.11 *Other Vehicles Prohibited.* No person shall operate a trail bike, all terrain vehicle, snowmobile, or any other motorized recreational vehicle within any outdoor facility except for on designated trails or areas, or for purposes of maintenance or rescue.

ARTICLE VI. OPERATION

6.1 *Hours & Dates of Operation.* Outdoor facilities shall be open to the public from a half hour before dawn to dusk ~~an hour after sunset.~~ Outdoor facilities are open 365 days a year as weather allows. For information on reservations, which facilities are plowed during the winter, and closing times for areas with artificial lighting, please see the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Snowmobiles are permitted after dark on designated trails.

ARTICLE VII. ENFORCEMENT

7.1 *Law Enforcement.* Any law enforcement officer of the Town of Hampden shall have the authority to revoke the permission of any individual to use an outdoor facility when the officer observes, or has probable cause to believe, that such individual has violated any provisions of this Ordinance, committed a civil infraction within the facility, or has violated any provision of the laws and Ordinances of the State of Maine or the Town of Hampden within the facility. The Recreation Department also has the authority to revoke the permissions of any individual to use an outdoor facility if they are found to have violated the provisions of this Ordinance.

7.2 Alternative Enforcement. The Recreation Director and his or her subordinate employees shall be empowered to enforce the provisions of this Ordinance. In addition, the Town Forester, Code Enforcement Officer and the members of Hampden Public Safety shall also have the authority to enforce the provisions of this Ordinance.

7.3 Enforcement Mechanism. This Ordinance may be enforced by the institution of legal or equitable proceedings in court, including proceedings pursuant to 30-A M.R.S. §4452.

ARTICLE VIII. PENALTIES

8.1 Penalties. Any person, firm or corporation violating any provisions of this Ordinance shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than One Hundred Fifty Dollars (\$150.00) for each violation. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any fines recovered shall inure to the benefit of the Town of Hampden.

ARTICLE IX. SEVERABILITY

9.1 Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE X. EFFECTIVE DATE

10.1 Effective Date. Pursuant to Section 213(c) of the Town Charter, this Ordinance shall become effective at the expiration of 30 days after its adoption by the Town Council.

Outdoor Facilities Rules and Regulations

Motor Vehicle Access. Shall be permitted as weather allows under the direction of the Recreation Director, for all outdoor facilities that have areas for motor vehicle access. No person shall operate a motor vehicle in or on an Outdoor Facility or in any area except established roads, driveways, or parking areas, or such other areas as may, on occasion, be specifically designated as temporary parking areas by the Recreation Director.

Dorothea Dix Park. Access to the park by motor vehicles (as defined in the Outdoor Facilities Ordinance) will generally be permitted between April 1 and November 1, although the Recreation Director shall have the authority to provide for different dates of motor vehicle access depending on weather conditions. Motor vehicle access applies only to those parts of the park that are designated driveways and parking areas. No person shall operate a motor vehicle in the park, or leave a motor vehicle standing or parked therein, during times when it is closed to the public. The park is not plowed during the winter. No section or parts of the park may be reserved.

Papermill Road Recreation Area. Access to the park by motor vehicles (as defined in the Outdoor Facilities Ordinance) will generally be permitted between April 1 and November 1, although the Recreation Director shall have the authority to provide for different dates of motor vehicle access depending on weather conditions. Motor vehicle access applies only to those parts of the park that are designated driveways and parking areas. No person shall operate a motor vehicle in the park, or leave a motor vehicle standing or parked therein, during times when it is closed to the public.

Western Avenue Recreation Area. Motor vehicle (as defined in the Outdoor Facilities Ordinance) access is permitted within the paved parking lot area only. The gazebo is considered closed at dusk. Lighting turns off at 10pm, at which time the facility is considered closed to the public. The multi-purpose field can be reserved, during which times the area is not open to the public. All other areas cannot be reserved, and are always open to the public. The parking lot is plowed during the winter.

VFW Recreation Area. Access to the park sports field by motor vehicles (as defined in the Outdoor Facilities Ordinance) will generally be permitted as weather allows, although the Recreation Director shall have the authority to provide for restriction of motor vehicle access depending on weather conditions. Motor vehicle access is permitted within the gravel parking areas only. Artificial lighting is available on a timed switch at all hours for the tennis courts only. All or parts of this facility can be reserved, during which times the area is not open to the public.

Ball Field Road Ball Field. Access to the park sports field by motor vehicles (as defined in the Outdoor Facilities Ordinance) will generally be permitted as weather allows, although the Recreation Director shall have the authority to provide for restriction of motor vehicle access depending on weather conditions. Motor vehicle access is permitted only within the dirt/gravel area across the road from the ball field. Use of artificial lighting is available upon request. All or parts of this facility can be reserved, during which times the area is not open to the public.

Marina. Refer to Harbor Ordinance.

Reservations. Please see the details for each facility in the previous sections regarding what can and cannot be reserved. Fees for reservations are in the Town of Hampden Fees Ordinance.

DRAFT



Date: March 22, 2012
Job: Western Avenue Playground
Location: Hampden, Maine
Salesperson: Joel St. Pierre, CPRP, CPSI
E-mail: Joel_StPierre@obrienandsons.com

93 West Street
P.O. Box 650
Medfield, MA 02052
SDO CERTIFIED WBE

Corporate Office: 800-835-0056 • Telephone: 508-359-4200 • Fax: 508-359-2817
Web: www.obrienandsons.com • Email: mail@obrienandsons.com

QUOTATION

We are pleased to offer our quotation on the following for the above subject job:

| <u>QTY.</u> | <u>MODEL #</u> | <u>DESCRIPTION</u> | <u>TOTAL</u> |
|-------------|----------------|--|--------------|
| 1 | | MEO12122PS – Playground Design Option 1 Furnished and Installed | \$17,026.00 |
| 1 | | MEO12122 PLAYSENSE – Playground Design Option Furnished and Installed | \$20,922.00 |

IMPORTANT NOTES:

- ❖ Customer is responsible for quantity confirmation
- ❖ **Pricing on this product is valid for 30 days only, due to the erratic cost of steel at the present time.** Prices are subject to review thereafter.
- ❖ Prices based on quantities listed. Any change to quantities may impact prices quoted. The above prices are f.o.b. your specified destination and are for materials only unless otherwise noted.
- ❖ Prices are not using prevailing wages unless otherwise specified.
- ❖ Standard manufacturer's colors, design, specifications, and construction apply, unless specifically noted in description.
- ❖ Our terms are: **To Be Determined** - First order requires 50% deposit & execution of credit application.
- ❖ Retainage does not apply as we are a material supplier only.
- ❖ Please allow 4 to 6 weeks for delivery after receipt of order and architectural approval should it be required.
- ❖ No back charges will be honored unless express written approval has been issued by O'Brien & Sons and price has been agreed on before execution of remedy. Failure to do so will void any obligation of payment toward said remedy on the part of O'Brien & Sons and could result in termination / suspension of your credit / account.
- ❖ Restocking fees will apply on returned items.

If we can be of further assistance, please feel free to contact us. *Thank you!*



The play components identified on this drawing are tested and certified to meet the requirements of ASTM F1487.

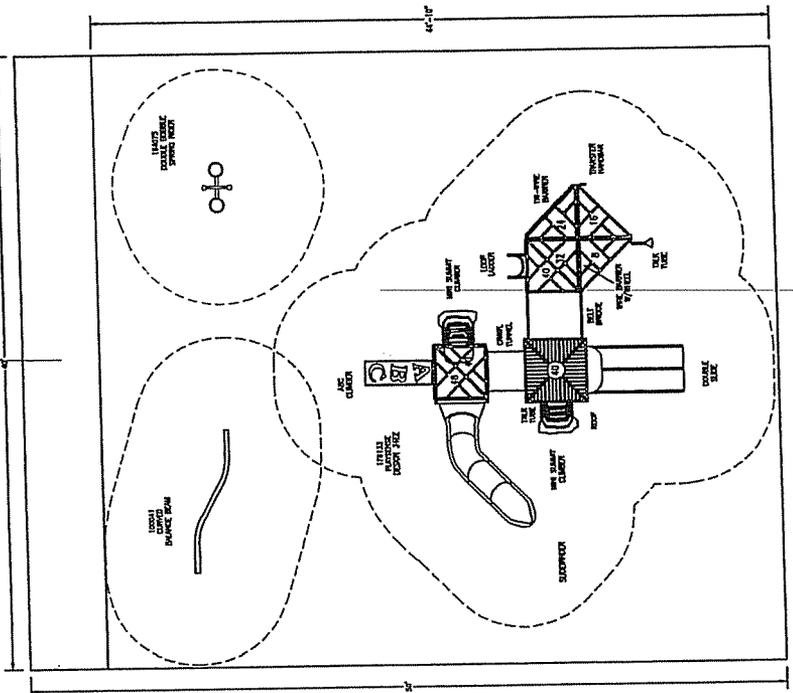
THE PLAY AREA & EQUIPMENT IS DESIGNED FOR USE BY CHILDREN UNLESS OTHERWISE SPECIFIED. THE PLAY AREA DOES CONTAIN TO THE AREA, NECESSARILY CAUSING DAMAGE TO THE EQUIPMENT. DAMAGE TO EQUIPMENT IS PROVIDED AS INDICATED ON WITHIN THE ENTIRE USE DATE.

THIS CONCEPTUAL PLAN WAS BASED ON THE ASSUMPTIONS THAT THE PLAY AREA IS TO BE CONSTRUCTED ON A FLAT SURFACE. THE PLAY AREA IS TO BE CONSTRUCTED ON A FLAT SURFACE. THE PLAY AREA IS TO BE CONSTRUCTED ON A FLAT SURFACE. THE PLAY AREA IS TO BE CONSTRUCTED ON A FLAT SURFACE.

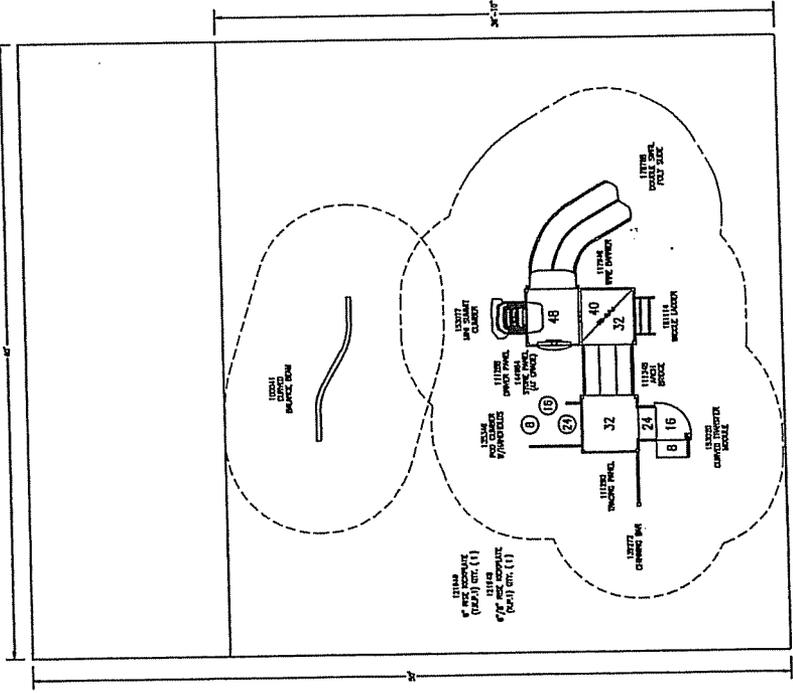
IF IS THE MANUFACTURER'S DESIGN AND THE COMPONENTS SHOWN WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC) HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

| | | |
|------|----------------|-------|
| DATE | PROJECT NUMBER | SHEET |
| | | |

DESIGN OPTION 1



DESIGN OPTION 2



DESIGN OPTION 1

| | |
|--|---|
| TOTAL ELEVATED PLAY COMPONENTS | 7 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 7 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 3 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 3 |

DESIGN OPTION 2

| | |
|--|---|
| TOTAL ELEVATED PLAY COMPONENTS | 9 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP | 0 |
| TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER | 9 |
| TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN | 4 |
| TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS | 3 |

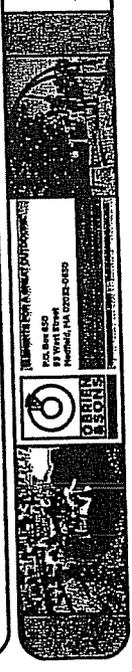


SYSTEM TYPE:
PLAYSHAPER/PLAYSENSE

DRAWING #:
ME012122

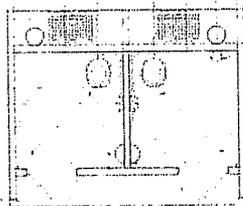
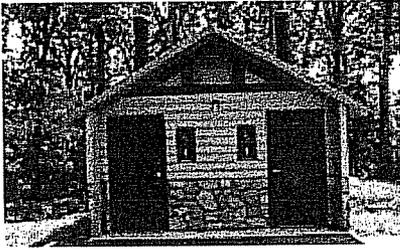
M.E. O'BRIEN & SONS, INC.
JOEL ST. PIERRE

WESTERN AVE. PLAYGROUND
HAMPDEN, ME



100 BARK ST.
HAMPDEN, MA 01042-0350

DOUBLE ROCKY MOUNTAIN



Double Rocky Mountain double vault. Standard features include two ABS lined concrete vaults, board and batt upper and rock lower textured walls, cedar shake textured roof, off loaded and set up at site.

| Base Price | | Price per unit | Click to select | |
|--|------|----------------|--------------------------|--------------|
| Double Rocky Mountain | | \$ 25,600.00 | | 25,600.00 |
| Added Cost Options: | | | | |
| Installation | | \$ 3,050.00 | <input type="checkbox"/> | 0.00 |
| Chase Option | | \$ 1,350.00 | <input type="checkbox"/> | 0.00 |
| Optional Roof Texture <input type="checkbox"/> Delta Rib | | \$ 1,000.00 | | 0.00 |
| R-19 Roof Insulation | | \$ 865.00 | <input type="checkbox"/> | 0.00 |
| Room Wastebasket | | \$ 110.00 | <input type="checkbox"/> | 0.00 |
| Hand Sanitizer | | \$ 158.00 | <input type="checkbox"/> | 0.00 |
| Plastic Urinal (each) | Qty: | \$ 50.00 | <input type="checkbox"/> | 0.00 |
| Stainless Steel Urinal (each) | Qty: | \$ 550.00 | <input type="checkbox"/> | 0.00 |
| Marine Package for Extra Corrosion Resistance | | \$ 6,250.00 | <input type="checkbox"/> | 0.00 |
| Solar Light Kit | | \$ 980.00 | <input type="checkbox"/> | 0.00 |
| Solar Fan Kit | | \$ 1,090.00 | <input type="checkbox"/> | 0.00 |
| Conduit Junction Box (chase only) | | \$ 200.00 | <input type="checkbox"/> | 0.00 |
| Electric Light Package (chase only) | | \$ 3,550.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Single Color | | \$ 32.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Two Tone Color | | \$ 39.00 | <input type="checkbox"/> | 0.00 |
| Total Cost of Selected Accessories from Accessories Price List: | | | | \$ 0.00 |
| Estimated One-way Transportation Costs to Site (quote): | | | | \$ |
| Custom Options: | | | | \$ |
| Total Cost per Unit Placed at Job Site: <i>(excludes all taxes)</i> | | | | \$ 25,600.00 |

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date

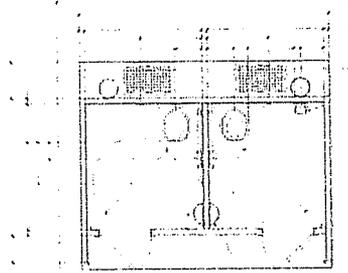
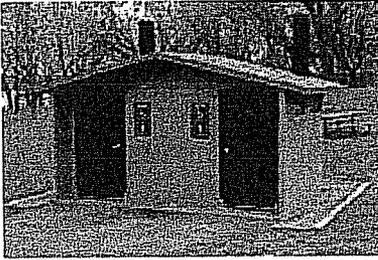
I accept this quote. Please process this order.

Company Name

Customer

Date

TIOGA SPECIAL



Tioga Special double vault. Standard features include two ABS lined concrete vaults, barnwood textured walls, cedar shake textured roof, off loaded and set up at site.

| Base Price | | Price per Unit | Click to Select | |
|--|------|----------------|--------------------------|--------------|
| Tioga Special | | \$ 19,895.00 | | 19,895.00 |
| Added Cost Options: | | | | |
| Installation | | \$ 3,050.00 | <input type="checkbox"/> | 0.00 |
| Chase Option | | \$ 1,350.00 | <input type="checkbox"/> | 0.00 |
| Optional Wall Texture-choose one <input type="checkbox"/> Split Face Block <input type="checkbox"/> Struck Trowel <input type="checkbox"/> Exposed Aggregate | | \$ 1,000.00 | | 0.00 |
| Optional Roof Texture-choose one <input type="checkbox"/> Delta Rib <input type="checkbox"/> Exposed Aggregate | | \$ 1,000.00 | | 0.00 |
| R-19 Roof Insulation | | \$ 865.00 | <input type="checkbox"/> | 0.00 |
| Room Wastebasket | | \$ 110.00 | <input type="checkbox"/> | 0.00 |
| Hand Sanitizer | | \$ 158.00 | <input type="checkbox"/> | 0.00 |
| Plastic Urinal (each) | Qty: | \$ 50.00 | <input type="checkbox"/> | 0.00 |
| Stainless Steel Urinal (each) | Qty: | \$ 550.00 | <input type="checkbox"/> | 0.00 |
| Marine Package for Extra Corrosion Resistance | | \$ 3,725.00 | <input type="checkbox"/> | 0.00 |
| Solar Light Kit | | \$ 980.00 | <input type="checkbox"/> | 0.00 |
| Solar Fan Kit | | \$ 1,090.00 | <input type="checkbox"/> | 0.00 |
| Conduit Junction Box (chase only) | | \$ 200.00 | <input type="checkbox"/> | 0.00 |
| Electric Light Package (chase only) | | \$ 3,550.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Single Color | | \$ 32.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Two Tone Color | | \$ 39.00 | <input type="checkbox"/> | 0.00 |
| Total Cost of Selected Accessories from Accessories Price List: | | | | \$ 0.00 |
| Estimated One-way Transportation Costs to Site (quote): | | | | \$ |
| Custom Options: | | | | \$ |
| Total Cost per Unit Placed at Job Site: <i>(excludes all taxes)</i> | | | | \$ 19,895.00 |

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date

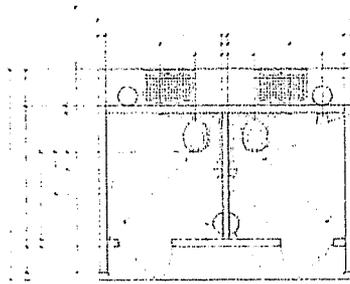
I accept this quote. Please process this order.

Company Name

Customer

Date

DOUBLE CASCADIAN



Double Cascadian double vault. Standard features include two ABS lined concrete vaults, board and batt upper and lap siding lower textured walls, cedar shake textured roof, off loaded and set up at site.

| Base Price | | Price per unit | Click to select | |
|--|------|----------------|--------------------------|--------------|
| Double Cascadian | | \$ 23,195.00 | | 23,195.00 |
| Added Cost Options | | | | |
| Installation | | \$ 3,050.00 | <input type="checkbox"/> | 0.00 |
| Chase Option | | \$ 1,350.00 | <input type="checkbox"/> | 0.00 |
| Optional Roof Texture <input type="checkbox"/> Delta Rib | | \$ 1,000.00 | | 0.00 |
| R-19 Roof Insulation | | \$ 865.00 | <input type="checkbox"/> | 0.00 |
| Room Wastebasket | | \$ 110.00 | <input type="checkbox"/> | 0.00 |
| Hand Sanitizer | | \$ 158.00 | <input type="checkbox"/> | 0.00 |
| Plastic Urinal (each) | Qty: | \$ 50.00 | <input type="checkbox"/> | 0.00 |
| Stainless Steel Urinal (each) | Qty: | \$ 550.00 | <input type="checkbox"/> | 0.00 |
| Marine Package for Extra Corrosion Resistance | | \$ 4,200.00 | <input type="checkbox"/> | 0.00 |
| Solar Light Kit | | \$ 980.00 | <input type="checkbox"/> | 0.00 |
| Solar Fan Kit | | \$ 1,090.00 | <input type="checkbox"/> | 0.00 |
| Conduit Junction Box (chase only) | | \$ 200.00 | <input type="checkbox"/> | 0.00 |
| Electric Light Package (chase only) | | \$ 3,550.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Single Color | | \$ 32.00 | <input type="checkbox"/> | 0.00 |
| Paint Touch-up Kit - Two Tone Color | | \$ 39.00 | <input type="checkbox"/> | 0.00 |
| Total Cost of Selected Accessories from Accessories Price List: | | | | \$ 0.00 |
| Estimated One-way Transportation Costs to Site (quote): | | | | \$ |
| Custom Options: | | | | \$ |
| Total Cost per Unit Placed at Job Site: <i>(excludes all taxes)</i> | | | | \$ 23,195.00 |

This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative

Date

I accept this quote. Please process this order.

Company Name

Customer

Date



Lura Hoit Memorial Pool
146 Western Ave.
Hampden, ME 04444
(207) 862-4305

Naming Rights Criteria

For a one time donation of \$10,000 a business can select one of the following rooms:

Men's Locker Room

Women's Locker Room

Family Locker Room

Lobby

Lounge

A 4 x 6 bronze plate will be attached to the door or entry of the selected room.

The above criteria was approved by the Lura Hoit Pool Board on February 7, 2012.

Mailing Address: 106 Western Ave, Hampden, ME 04444
lurahoitpool @hampdenmaine.gov

MEMORANDUM



TO: Darcy Peakall, Pool Director
FROM: Devon Carter, PE, LEED AP
DATE: April 6, 2012
RE: Lura Hoit Memorial Pool IDECVAV Ventilation Upgrade – Re-Bid Results

The second round of bids for the Pool Ventilation project were opened Thursday, April 5, 2012. As you know, the re-bid of the project included a base bid, which focused on a simplified scope based on the original bid documents. Based on information gathered during review of previous bids, we expected the cost of direct replacement of the existing unit to be a higher cost than this simplified scope. In addition, we also encouraged contractors to propose least-cost options.

Two bids were opened from the following firms: Industrial Heating & Piping Company, Caribou, Maine, and Mechanical Services, Inc., Portland, Maine. A bid tabulation sheet is enclosed summarizing the results of these bids.

Industrial Heating & Piping Company provided a base bid of \$251,500 with a deduct (Alternate No. 1) of \$12,230. The cost with acceptance of the alternate would be \$239,270. Their bid was responsive in regard to acknowledgement of addenda, re-bid narrative, and inclusion of appropriate bid bonds. They did not provide an alternate proposal as described in Article 9 of the bid form, which was their prerogative.

Mechanical Services provided an alternate bid. They did not provide a base bid and were non-responsive in regard to acknowledgement of addenda and re-bid narrative. Article 9 implies a base bid should have been provided. They did include appropriate bid bonds. Their bid on an alternate proposal, as described in Article 9 of the bid form, was \$172,000.

Article 9 of the bid solicitation described the requirements for submitting an alternate solution. It asked for information as part of the bid on how the alternate proposal will appropriately control: interior temperature, interior humidity, indoor air movement, and interior pressure; address energy efficiency concerns; and provide long-term integrity of materials. None of these were specifically addressed, but the information that was provided indicates that a workable system would be possible. We have reached out to Peter Neumeier of Mechanical Services for additional information and, though not able to provide all the additional information on the above concerns until next week, he did provide the air moving capabilities of the proposed equipment.

The equipment in the proposed base bid would move 8,500 cubic feet per minute (CFM) of air and should control pool room humidity at least 98% of the time. Peter stated that his bid includes equipment that could move up to 6,000 CFM. This would provide humidity control about 95% of the time. Additionally, the alternate system would be somewhat less energy efficient and somewhat less long lived, given that there is more exposure to corrosive chloramines on the supply side of the unit. Also, the base bid unit would allow future cooling capabilities. If these trade-offs are acceptable in light of the price difference between base bid and alternate proposal, we recommend working with Mechanical Services to further define their proposed scope.

Given that the Alternate Proposal is not based on specific design documents, contingency should be considered. We suggest a 15% contingency on Mechanical Services' proposal would allow you room to negotiate and keep project costs below \$200,000.

We will see you on Monday to discuss with the Committee.

DLC/jiv
214514.00 001



COMMITMENT & INTEGRITY
DRIVE RESULTS

TOWN OF HAMPDEN, MAINE

LURA HOIT MEMORIAL POOL IDECVAV VENTILATION UPGRADE

PROJECT NO. 214514

RE-BID April 5, 2012

One Merchants Plaza | Suite 501
 Bangor, Maine 04401
 www.woodardcurran.com
 T 800.564.2333
 T 207.945.5105
 F 207.945.5492

| No. | Description | Unit | Estimated Quantity | Unit Price | Value | Industrial Heating & Piping Co. Unit Price | Value | Mechanical Services, Inc. Unit Price | Value |
|-----|--|------|--------------------|--------------|-----------|---|-------|---|-------|
| 1 | Pool Room Ventilation System Replacement | LS | 1 | \$251,500.00 | \$251,500 | | | NO BID | \$0 |

| BID ALTERNATE No. 1 | | | | | | | | | |
|---------------------|-------------------------------------|----|--|--|---------------|--|------------|--|--|
| 1 | Bid Deduct Alternate 1 (Single Fan) | LS | | | (\$12,230.00) | | (\$12,230) | | |

TOTAL BID (BASE - ALTERNATE 1) \$239,270 NO BID \$0

| ALTERNATE PROPOSAL | | | | | | | | | |
|--------------------|--|----|---|--|--------|--|--------|--------------|--------------|
| 1 | Alternate Pool Room Ventilation System Replacement | LS | 1 | | NO BID | | \$0.00 | \$172,000.00 | \$172,000.00 |

**Softball field**

Monday, March 26, 2012 8:22 AM

From: "Nancy Poulin" <mnepoulin@hotmail.com>**To:** mcintjs@roadrunner.com, bclosson@bangorfcu.com, amysicard@yahoo.com, brad.flannery@versopaper.com, "Pete Huston" <petehuston@me.com>, "McLean Poulin" <mpoulin@maine.edu>, "Peter Economy" <pe@ebsbulld.com>, kmath333@yahoo.com, tmreed@bangorschools.net, booksmart@tds.net

Hi All,

I met with John Worthley from Sportsfields this past week. He gave me some recommendations on what we need to do to get our field in better shape.

First, we need to address the water issue where it runs onto the field from behind the backstop and by the third base dugout. He suggested we buy some pressure treated 2x12's and run them along the outside of the fence the entire length of the backstop.

Second, he suggested we get 30 yards of infield mix to bring the entire field level without creating a lip at the outfield grass line.

Third, make a base out of bricks for the pitchers mound and batters/catchers boxes. This will give us the proper drainage so we don't get standing water.

Last, 3-4 tons of turface should be raked into the entire infield so we take care of the standing water behind shortstop/third and the dust bowl that the field becomes during warmer stretches.

Cost Breakdown:

30 yards Field Mix: \$1353.00

Turface: \$548.80/ton

Bricks: \$1.50/brick (need 164 for mound and 162 for batters/catcher boxes)

2x12x12: \$19.97 each

Approximate Cost for Materials (rounding up): \$4300.00

All labor will be completed by volunteers so there won't be any associated cost.

Thanks,
Nancy