

SERVICES COMMITTEE MEETING

Monday, March 13, 2017

6:00 pm

HAMPDEN TOWN OFFICE

A G E N D A

1. MINUTES

- a. February 16, 2017

2. COMMITTEE APPLICATIONS

3. OLD BUSINESS

- a. Status update, broadband grant – *Kyle Severance, GIS/IT*
- b. Discussion of Skehan Center lease (in effect through September 2018), and potential to propose changes to terms of lease prior to date of automatic lease extension (September 2017) – *Angus Jennings, Town Manager*
- c. Update on Community Connector Bus meeting on March 3, and update on ridership research – *Angus Jennings, Town Manager*
- d. Update on April 9, 2017 Volunteer Open House and Community Forum – *Angus Jennings, Town Manager*

4. NEW BUSINESS

- a. Proposed designation of “Safe Zone” recommended by Public Safety Citizen Advisory Committee
- b. Proposed expenses for Conservation/Recreation account – *Angus Jennings, Town Manager*
- c. Updates on potential creation of scholarship fund for Recreation Department programs, and potential use of Rec/Pool online registration system to solicit contributions – *Shelley Abbott, Rec Director*
- d. Informational update on Kiwanis Civic Center building maintenance costs
- e. Goodwill Riders Snowmobile Club request for funds toward trail maintenance costs
- f. Status update, review of number of resident and non-resident Pool drop-in patrons

5. PUBLIC COMMENTS

6. COMMITTEE MEMBER COMMENTS

SERVICES COMMITTEE MEETING**Thursday, February 16, 2017****MINUTES – DRAFT**

Attending:

<i>Councilor Dennis Marble, Chair</i>	<i>Town Manager Angus Jennings</i>
<i>Mayor David Ryder</i>	<i>Recreation Director Shelley Abbott</i>
<i>Councilor Ivan McPike</i>	<i>Kyle Severance, GIS/IT Specialist</i>
<i>Councilor Mark Cormier</i>	<i>Todd Hoffert</i>
<i>Councilor Terry McAvoy</i>	<i>Nichole Kelley Sirois, Bronco Travel Soccer</i>
<i>Councilor Steven Wilde (arrived late)</i>	<i>Jason Sharpe, Recreation Committee</i>

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

1. MINUTES

- a. **January 9, 2017** – *Motion by Councilor McPike seconded by Councilor McAvoy to approve the meeting minutes. Approved 5-0.*

2. COMMITTEE APPLICATIONS

- a. **Recreation Committee – Todd Hoffert (new appointment)** – *Mr. Hoffert presented his credentials in coaching and team-building, and his work in cancer care. Motion by Councilor McPike seconded by Councilor McAvoy to recommend Council appointment of Todd Hoffert to serve on the Recreation Committee. Motion passed 5-0.*

3. OLD BUSINESS

- a. **Status update, Town website refresh** – *Mr. Severance summarized the status of work to date and estimated that the new site may be ready to go “live” by the end of March. Members of the Committee and Manager Jennings commended the work, noting that this will be a benefit to make information more accessible online.*
- b. **Review of topographic survey results on Pool site** – *Manager Jennings referenced the topographic survey plan included in the packet, and the Committee proceeded to the next item for discussion.*
- c. **Review of draft work scope for engineering services, Pool site** – *The Committee reviewed the draft work scope Manager Jennings had circulated as an addendum to the meeting packet. Councilor Cormier expressed concern about spending taxpayer dollars without asking the taxpayers, but Councilor McPike said that funds were specifically budgeted in the approved budget to undertake site analysis. Mayor Ryder*

proposed striking item 5 of the work scope, regarding construction oversight, as being premature at this time, and this was agreed. Councilor Wilde expressed concern about spending too much money before going to the public, but said the step-wise approach in the work scope was headed in the right direction. Mayor Ryder said that this work scope will get us to cost estimates on permitting and construction, depending on which scenario is favored once the design work proceeds, and that these cost estimates would be necessary to put the question to a public vote. It was acknowledged that DEP has strongly advised including in the permit application any and all potential future uses on the site. There was a motion by Mayor Ryder seconded by Councilor McAvoy to recommend that the Council approve issuance of the RFP. Motion carried 5-1 with Councilor Cormier opposed.

- d. Update on Community Connector Bus, including research on ridership** – *Manager Jennings summarized the information in the meeting packet. Councilor McPike said he would talk with the Community College to see whether they may be able to help get better ridership numbers.*
- e. Update on 2017 forum for community and civic organizations** – *Manager Jennings summarized the information in the meeting packet.*

4. NEW BUSINESS

- a. Request from Gateway Seniors Without Walls for sponsorship of reprinting of Senior Yellow Pages** – *Manager Jennings said that the Library and Public Safety Departments had each agreed to contribute \$300 toward the cost of sponsorship. He suggested that the Committee recommend an additional \$250 to get to a total sponsorship level of \$850 and receiving a half-page ad. The Committee members commended the Senior Yellow Pages publication as an excellent resource, and said they'd like the Town to receive many copies of the second printing. Motion by Councilor McPike seconded by Councilor McAvoy to recommend that the Finance Committee recommend authorization of \$250 of Host Community Benefit funds for this purpose. Motion passed 6-0.*
- b. Update on meeting with organizers of Hampden Farmers' Market, review of next steps** – *The Committee was comfortable with proceeding as we did last year, allowing for additional vendors on the dates of the Farmers' Market subject to Town authorization (insurance certificates, etc.). It was acknowledged that it will be good at some point to draw up a formal policy in this regard but that the current arrangements are well documented. It was acknowledged that if the Town Offices were to be open on Fridays in the future this would affect the availability of the parking lot.*
- c. Update on proposal from Bronco Travel Soccer Club regarding 2017 soccer camp** – *Manager Jennings summarized his memo in the meeting packet. Chairman Marble said that he agreed with Manager Jennings that the Services Committee should be part of this consideration of whether to*

continue to sponsor the Bronco Travel Soccer Club (BTSC) Soccer Camp. BTSC President Nichole Kelley-Sirois provided some history regarding the camp, its partnership structure with the Town, and the importance of the camp revenue to supporting BTSC's ability as a non-profit to support its participants such as through the purchase of equipment and goals. She said that the division of revenue has been a sticking point with the Town. She said it is a one-week camp for K-9th grade with participant costs of \$85 for half day and \$150 for full day. In response to a question from Councilor McPike she said that any child can participate (i.e. there is no skills prerequisite).

Chairman Marble said that if BTSC is looking to the Town to hire camp personnel as Town staff then the Town would need to be involved with hiring and training. Councilor McAvoy said he does not support partnering because the Town and BTSC have different objectives. Manager Jennings discussed the time impact on the Town's finance and human resources officer during the end of the fiscal year, which is among the busiest times of year. The proposed cost split is less than prior years, and revenues overall would be lower due to the impact of minimum wage increases.

Ms. Kelley-Sirois said that other organizations partner with Towns with revenue shares that are proportionally more toward the organization (not the Town).

Councilor McAvoy said that BTSC is a private organization providing service to other towns and that the Town of Hampden is being asked to shoulder a significant burden. Ms. Kelley-Sirois said that BTSC has a "Plan B" in place and that the proposal was intended as an olive branch.

Manager Jennings reiterated that the Town would need to have a more significant role in staff hiring, training and program oversight if the camp employees were to be hired as Town staff. Councilor Wilde said that this program benefits kids.

Motion by Councilor McAvoy seconded by Councilor Cormier to reject the proposal from BTSC.

Councilor McPike said BTSC is part of the community, but we need to understand both responsibility and liability.

Mr. Sharpe said that he is a former coach and Board member with BTSC and a current Rec Committee member, and that he is confident that both organizations can run a soccer camp. Mayor Ryder said that he is not bothered by the financial part of the proposal.

Chairman Marble called for a vote on the motion. The vote was 3-3 with Councilors Marble, McAvoy and Cormier opposed, so the motion failed for lack of a majority.

Chairman Marble noted to Ms. Kelley-Sirois that the tie vote means that BTSC's proposal is not formally rejected but that the ball is in BTSC's court.

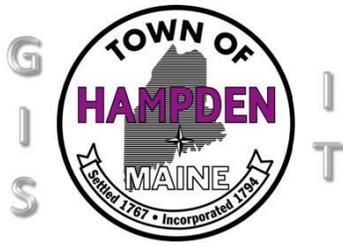
- d. Discussion of potential change in FY18 budget structure for Rec and Pool Departments (i.e. "quasi enterprise" or not) – After discussion, all members of the Committee agreed that the FY18 budgets for Recreation and Pool should follow the traditional budgeting format, rather than the quasi-enterprise structure that has been used in the past.**

5. PUBLIC COMMENTS – None.

6. COMMITTEE MEMBER COMMENTS – None.

There being no further business, the meeting was adjourned at 8:34 PM.

*Respectfully submitted –
Angus Jennings, Town Manager*



3-a

MEMO

To: Angus Jennings
From: Kyle Severance
Date: 3/8/2017
Re: Broadband Pilot Study Update

Message:

Here is a quick update on the broadband pilot study:

3/2 – Windshield Tour - I met with the president and chief engineer of Axiom Technologies Inc. and did a 'windshield tour' of Hampden. This tour consisted of driving around Hampden and having the engineer discern and explain what utility infrastructure exists where by looking at the utility poles. The first focus was on key areas such as the business park, town center area, and public works garage. The second focus was on residential service options which we found range greatly.

3/15 – Vendor Meetings - The broadband committee will first meet with TDS Telecom from 10-11am and then TimeWarner Cable (Spectrum) from 11-12pm. The purpose of these meetings is to work with the existing internet service providers towards aligning goals in a PPP (public private partnership).

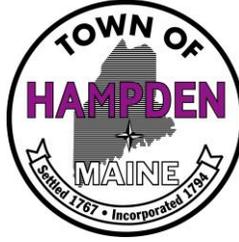
3/21 – Committee Meeting – The committee will re-group and discuss the information gathered to this point and implementation of next steps going forward: residential/community survey and outreach on closing the digital divide.

Ongoing tasks:

- We still need at least ten more businesses to take the business survey which can be found here: <https://www.surveymonkey.com/r/hampdenbusinesssurvey>
- Reviewing franchise agreements between various service providers and the Town
- Keeping the 'ear to ground' for future infrastructure grants supporting expansion of broadband

Kyle Severance
GIS/IT Specialist, Town of Hampden

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TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: March 9, 2017
RE: Skehan Center lease

As you know, the Town's lease of the Skehan Center runs until September 2018. By September 2017, the Town would need to provide notice that it does not want to extend the lease past that point, or otherwise the lease would automatically extend for one year (or longer if so agreed by the parties).

Based on prior Committee direction it appears that a majority wishes to extend the lease past September 2018. While a final decision can occur as late as late summer, if this is not the case (or is not yet known) we can discuss this on Monday.

Related to this, Director Abbott and I have met with Chairman Marble and are reviewing specific terms of the current lease that we may recommend be proposed for revision in the event of an extended lease. This review will still be underway for a couple of weeks, but if members of the Committee have specific suggestions for such revisions as may be proposed, it will be helpful to receive those suggestions on Monday or soon afterward.

A copy of the current lease is attached for reference.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made this 6th day of September, 2013 ("Agreement Date"), by and between HISTORIC HAMPDEN ACADEMY, LLC, a Maine limited liability company with an office in Bangor, Maine ("Landlord") and the TOWN OF HAMPDEN, a municipal corporation located in Penobscot County, Maine with a mailing address of 106 Western Avenue, Hampden Maine 04444 ("Tenant"),

WITNESSES AS FOLLOWS:

For and in consideration of the mutual promises and covenants contained herein, Landlord and Tenant agree as follows:

SECTION 1. LEASED PREMISES. Landlord leases and lets to Tenant and Tenant leases and takes from Landlord, subject to the terms and conditions of this Lease, the land and portion of a building located in Hampden, Penobscot County, State of Maine, described as follows ("Premises"):

The entrance, lobby, front office, bathrooms and gymnasium space areas of the old Hampden Academy, as depicted in **Exhibit A** attached hereto and incorporated herein by reference, being a portion of the "Old Hampden Academy Property" conveyed by the Town of Hampden to Historic Hampden Academy, LLC by deed of substantially even date herewith. The leased Premises do not include any classrooms such as the former band room, the former choir room, or any other areas outside of the area depicted as the leased Premises on **Exhibit A**.

The Premises shall also include shared use with the Landlord and other tenants, of a number of parking spaces located in the areas depicted in **Exhibit B**. Provided, however that the 21 spaces identified in **Exhibit B** as "NEW GYM PARKING" shall be reserved for exclusive use by Tenant and that 100 parking spaces shall be reserved for exclusive use by Landlord, 92 of which are identified in **Exhibit B** as "HHA LLC RESERVED" and 8 more of which may be designated by Landlord. The remaining 157 spaces are shared spaces, 34 of which are identified in **Exhibit B** as "CHURCH ALLOCATED PARKING". The shared spaces may be used by either Landlord or Tenant on a "first come, first served" basis for events or activities conducted by either party. When the reserved spaces are not being used by the respective party, the other party may use the same for parking. For example, if one party is hosting an event or activity when the other party's premises is not in use, the other party's reserved spaces may be used for the hosting party's activity or event. It is understood that Tenant and its invitees may have to use school parking spaces on the west side of Route 1A to satisfy some of its parking requirements. Buyer estimates that it will take several years to lease space and will eventually use up to the 100 reserved parking spaces as tenants need them.

SECTION 2. TERM. This Lease shall be for a term of five (5) years commencing on the Occupancy Date and terminating on the day prior to the fifth anniversary of the Occupancy Date.

SECTION 3. OCCUPANCY DATE. For purposes of this Lease, the term "Occupancy Date" shall mean September 6, 2013, the date of execution of this Lease

SECTION 4. TERMINATION, EXTENSION AND RENEWAL. Except as otherwise specifically provided herein, either Tenant or Landlord shall have the right to terminate this Lease at any time after the initial five year term of this Lease by giving the other 365 days advance written notice of such termination. Unless either Landlord or Tenant has given written notice of termination at least one (1) year prior to a stated termination date or Tenant has given Landlord written notice at least 180 days prior to the expiration of the then current term, this Lease shall continue in force on a year-to-year basis.

SECTION 5. RENT; TRIPLE NET LEASE. During the term hereof, including year-to-year extensions as provided in section 4 above, Tenant shall pay to Landlord, in advance, the sum of One Dollar (\$1.00) per year as base rent. In addition to the aforesaid base annual rent, Tenant agrees to pay as additional rent all such sums as are due and payable by Tenant to or on behalf of Landlord pursuant to any of the subsequent provisions of this Lease. The failure of Tenant to pay any sums required hereunder shall be deemed a failure to pay rent. If Landlord is required to pay any amounts due from the Tenant to third parties for utility service; insurance premiums; cleaning; maintenance; mechanics lien claims of contractors, suppliers or others performing work for the Tenant; or other third-party charges due to Tenant's failure to pay the same, the amount of any such payment by Landlord shall constitute additional rent due under this Lease. Tenant shall pay to the Landlord the full amount of all such additional rent within thirty (30) days after the date of the Landlord's invoice to Tenant for the same. This Lease is intended as an absolutely triple net lease, and the \$1.00 base rent and the additional rent, and all other sums payable hereunder to or on behalf of Landlord shall be paid by Tenant without notice or demand, and without set-off, abatement, suspension, deduction, or defense. Under no circumstances or conditions whether now existing or hereinafter arising, or whether within or beyond the present contemplation of the parties, shall Landlord or Landlord's successors or assigns be expected or required to make any payment of any kind whatsoever, or be under any other obligation or liability hereunder, except as specifically and expressly provided in this Lease. This Lease shall always be construed in order to effectuate the foregoing declared intent of the parties.

SECTION 6. HOLDOVER RENT. In the event of any hold-over occupancy of the Premises by Tenant after expiration of the term of this Lease; or continued occupancy of the Premises by the Tenant after the effective date of any notice of termination given by the Landlord for Tenant's default in accordance with Section 26 hereof, in addition to the net additional rent described in this Lease, the base rent attributable to such hold-over period or continued occupancy by the Tenant shall be calculated at the rate of Five Thousand Dollars (\$5,000.00) per month. Provided further, that neither the provisions of this section for calculation of base rent during any such hold-over period or continued occupancy nor Landlord's acceptance of such holdover rent shall be deemed to create a new tenancy or constitute consent or permission of the Landlord to such hold-over or continued occupancy; nor to waive any right or remedy of the Landlord under this Lease or by statute or at common law.

SECTION 7. SECURITY DEPOSIT. No security deposit shall be required as a condition of this Lease.

SECTION 8. USE OF PREMISES. Tenant shall use the Premises primarily for the purpose of a community center and public recreation facility of the Town of Hampden, which may include events that raise funds to offset the Tenant's costs of renting and operating the leased Premises or of operating its recreational programs, and for no other purposes whatsoever without prior express written consent of the Landlord. Any use by Tenant that causes damage to (other than normal wear and tear), or alters or compromises the current character, functionality and lay-out of the Premises as a gymnasium comprised of three basketball courts, bleachers, Hampden Broncos logos and related apparatus is prohibited.

SECTION 9. LICENSES AND PERMITS. Tenant shall obtain and maintain in force, at Tenant's sole expense, all permits, licenses, inspection reports and approvals required by any governmental authority for operation of the Premises as a public recreation facility. Tenant shall pay all applicable license and permit fees which may be imposed upon the Premises or the activities of Tenant by any governmental authority.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS. Tenant, in its use and occupancy of the Premises, shall comply with all applicable laws, rules, regulations and ordinances of all governmental bodies or agencies having jurisdiction over the Premises, including without limitation all laws, rules, regulations and ordinances concerning handling, storage and disposition of hazardous wastes; workplace safety and employment; fire and life safety; and State and municipal land use laws, rules, regulations and ordinances.

SECTION 11. COVENANT OF QUIET ENJOYMENT; PERIODIC USE BY LANDLORD WITH ADVANCE NOTICE; SIGNS. So long as Tenant is not in default hereunder, Tenant shall have the peaceful and quiet use and possession of the Premises during the term hereof, subject to the terms and provisions of this Lease; provided, however, that upon at least one hundred eighty (180) days advance written notice by Landlord to Tenant, Tenant shall make the Premises available for use by Landlord for Landlord sponsored events that do not exceed three days (3) days in duration, not to exceed six (6) events in any calendar year. Prior to issuing such a written notice, Landlord shall consult with Tenant to coordinate the timing of any such event to minimize disruption of Town's use of the Premises. Furthermore, during regular hours in which the Premises is staffed by Tenant, Landlord and its managers shall have access to and the right to use the Tenant's gymnasium and related facilities provided such use does not unreasonably interfere with the Tenant's scheduled activities and use of same during that time. Any such use by Landlord shall be at Landlord's sole risk and Landlord shall be responsible for obtaining any required licenses, permits or approvals in connection with such events and activities. Landlord shall be able to use the Premises for any lawful purposes that do not interfere with Tenant's resumption of its use at the conclusion of Landlord's event. Such uses could include, without limitation, a prom or class reunions for Hampden Academy, fundraisers of any nature. Landlord agrees to immediately repair any damage to the Premises caused in connection with its use of the Premises, and to leave the Premises in a good and clean condition after any such use of the Premises.

Tenant acknowledges that its recreation department has always been able to use the gyms at the McGraw School, Reeds Brook Middle School, and Weatherbee School and that because the tax payers pay for the schools it is expected the Town's recreation department will still be allowed to use the gyms at those schools as it has in the past. The Town is allowed to use those gyms for free to the best of Landlord's knowledge. The provisions of this paragraph shall not be construed as a limitation on Tenant's use of the Premises.

Landlord reserves the right to use existing signage and, in accordance with applicable zoning and sign ordinances, as the same may exist from time to time, to construct, install, and maintain free-standing or attached signs of suitable size for visibility from adjacent public ways and indicating Landlord's (and its other tenants) uses of its property.

SECTION 12. TENANT IMPROVEMENTS, SIGNS, FIXTURES AND EQUIPMENT. Tenant shall have the right to install all equipment and fixtures reasonably necessary to operate a public recreational facility on the Premises ("Tenant Fixtures"); provided, however, that Tenant shall not install any equipment or fixtures, or make any changes or modifications to the Premises that would materially alter or compromise the current character, functionality and lay-out of the existing gymnasium comprised of three basketball courts, bleachers and related apparatus. All such Tenant Fixtures shall remain the personal property of Tenant, and may be removed by Tenant at any time before expiration of this Lease,

provided that any damage to the Premises caused by such removal shall be promptly repaired by Tenant at Tenant's own expense. No walls shall be constructed or bathrooms renovated or modified in any way without Landlord's written permission, which shall not be unreasonably withheld. The bleachers shall not be removed under any circumstances. There shall be no sanding, refinishing, rebranding or painting of the gymnasium floors or any portions thereof without first receiving the Landlord's consent in Landlord's sole discretion.

Tenant must obtain written approval from Landlord as to the design and location of all interior and exterior signs, which shall not be unreasonably withheld. All signs must comply with all applicable laws and ordinances, and Tenant shall be responsible for obtaining all necessary permits from applicable governmental authorities, at Tenant's sole expense. A number of signs, messages, and Hampden Academy logos are located in the gymnasium and locker room areas. These will not be removed or painted over, as they are an integral part of the character of the Hampden Academy gymnasium facility.

Any changes to or modification of the Premises necessary to install permitted Tenant Fixtures, shall require the advance written permission of Landlord in accordance with section 17 below.

Installation, placement and use of permitted Tenant Fixtures and other personal property of the Tenant of any kind on the Premises shall be at Tenant's sole risk. Landlord shall not be liable for any loss or damage to such Tenant Fixtures and other personal property of the Tenant or others arising from theft, fire, explosion, breakage of water pipes, steam pipes or other pipes, or by any other cause whatsoever unless resulting from the willful act of Landlord.

SECTION 13. PROPERTY TAXES.

In the event that the Town of Hampden municipal assessor determines that the Premises leased by Tenant do not qualify for property tax exemption as municipal property pursuant to Title 36 M.R.S. section 651(1)(D), Tenant agrees to establishment of a separate property tax account for the Premises.

Landlord shall pay, or cause to be paid, before the same become delinquent, all real estate and personal property taxes, including assessments for local improvements and any and all other governmental levies or charges of any kind, that are levied upon or assessed against or with respect to the Premises during the term of this Lease, including extensions. Provided, nevertheless, that Tenant shall reimburse Landlord for such taxes and assessments promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor.

SECTION 14. UTILITIES; LAWN CARE; SNOW REMOVAL.

Landlord shall, within 18 months after the Occupancy Date, effect a physical separation of certain utilities (electricity, heating oil, but not sewer and water) serving the Premises from utilities serving other portions of the Old Hampden Academy property, so as to allow for establishment of separate accounts and metering of such utilities. Separation of utilities shall be at the Landlord's sole cost and expense. Landlord shall pay all utilities to be separated (electricity, heating oil) until such time as they are separated. With respect to utilities that cannot be separated cost-effectively the Landlord and Tenant shall endeavor in good faith to reach a reasonable allocation of the expense of such utilities as between them.

Following Landlord's separation of utilities, Tenant shall be solely responsible for reimbursing Landlord for the cost of all utility service to the Premises, including but not limited to gas, steam, electricity, water, sewer, telephone, telecommunications and internet service. Landlord shall carry and make payment for any of said utilities in its own name, and Tenant shall reimburse Landlord for the same promptly and in no event later than thirty (30) days of receipt from Landlord of invoices therefor. Tenant

will make its own arrangements for delivery of such services and will pay or reimburse Landlord for all charges for such services.

Tenant shall plow snow from and salt/sand all parking areas and shall mow all lawns on the entire Old Hampden Academy site (in addition to those on the leased Premises). Landlord shall reimburse Tenant \$500 per year for such plowing, salting, sanding or mowing activities; provided, however, that Tenant shall be solely responsible for the cost of all snow removal, shoveling, salting, sanding, and mowing in the exterior entrance areas and walkways serving the leased Premises or any parking areas dedicated to Tenant.

Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premises unless due to Landlord's breach of its obligations under this Lease.

SECTION 15. CAPITAL REPAIRS.

Landlord shall, within 18 months after the Occupancy Date, make the following capital repairs to the Premises, at Landlord's sole expense:

(a) Inspection and repair of any leaks in the gymnasium roof reported in writing by Tenant to Landlord not later than the 7th day following the commencement of this Lease (the repair of any leaks not so identified, being Tenant's responsibility); and

(b) Installation of an alternative heating system to the existing gymnasium boiler, as the existing system is believed to be oversized for its intended use. Landlord contemplates installation of an alternative heating system which will be more cost-efficient and reliable to maintain and operate, and Landlord will leave the old existing boiler in place as it is still operating and appears to be in reasonable condition. Landlord may have to use existing space within the leased Premises (subject to prior approval from the Tenant) or build an additional building to house all or a portion of the new system, and as this may cost \$200,000 to \$300,000 to do so, it will take time to bid out.

Tenant shall be responsible for the cost of any other capital repairs to the Premises (but not including to the existing boiler or related appurtenances) that become necessary during the term of this Lease, but unless Landlord's facility manager in collaboration with Tenant's representatives agree otherwise, Landlord shall contract for, manage, oversee and control the construction of such capital repairs. Landlord shall pay for the repairs and invoice Tenant for reimbursement by Tenant within thirty (30) days of the date of Landlord's invoice. With respect to any such capital repair or combination of related capital repairs undertaken as a single project, which have an estimated cost in excess of \$10,000.00 and an estimated life of at least three years (hereinafter a "Reimbursable Capital Project"), the Landlord and Tenant shall, prior to undertaking such a project, agree in writing to the anticipated useful life following completion of such project, and upon completion of such project agree to the final cost of the same.

Notwithstanding anything else to the contrary set forth in this Lease, in the event Tenant is unable to, or elects not to incur the cost of, a capital repair or repairs estimated to exceed \$10,000.00, Tenant shall have the right, upon ninety (90) days advance written notice to Landlord, to terminate this Lease and vacate the Premises.

In the event either Landlord or Tenant exercises its right to terminate this Lease upon 365 days advance written notice to the other in accordance with section 4 above or in accordance with the foregoing paragraph, the parties shall pro-rate on a straight-line basis the cost of each completed Reimbursable Capital Project for which the agreed useful life will not as of the termination date have

expired, and for each such project having a remaining useful life of at least one year, the Landlord shall pay the Tenant an amount attributable to the unexpired portion of the life of the project following the termination date of this Lease.

SECTION 16. REPAIRS AND MAINTENANCE.

Tenant shall, at Tenant's sole cost and expense, regularly clean and maintain the Premises in at least as good condition and repair (reasonable wear and tear excepted) as they are on the Occupancy Date. Tenant shall not permit the Premises to be damaged, stripped or defaced, or suffer any waste. Tenant's duty to maintain and repair the Premises includes, without limitation, all mechanical; heating (but not including to the existing boiler or related appurtenances) , ventilation, air handling and air conditioning; plumbing and electrical components; and all structural and nonstructural interior and exterior portions of the Premises whether constructed or installed by Landlord or by Tenant. If the cost of any repair exceeds \$10,000, it shall be governed by the provisions of Section 15 related to capital repairs that exceed \$10,000. Tenant shall maintain all exterior elements of the Premises and keep all parking areas, walks, and other exterior areas within the Premises in good repair and reasonably free of snow and ice. Tenant shall keep the Premises and associated exterior areas, including parking areas, swept clean, and Tenant shall regularly clean up any litter, trash, cigarette butts, graffiti, and other trash and debris in said areas. Tenant shall keep the gymnasium floor and all locker rooms in like condition. The Landlord shall take photographs and videos of the entire leased Premises to document the condition of the leased Premises at or near the inception of this Lease and shall provide a copy thereof to Tenant.

All alterations or repairs required by public authorities, including the Town of Hampden acting in its governmental capacity, with respect to Tenant's use of the Premises shall be made by Tenant at Tenant's expense after obtaining Landlord's approval of the design and specifications of such alterations or repairs, which approval shall not be unreasonably withheld.

If repairs to the Premises are required under the terms of this Lease, and if Tenant fails to commence such repairs and complete the same with reasonable dispatch after notice from Landlord, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant by reason thereof. All costs and expenses incurred by Landlord in making any such repairs shall be considered additional rent and shall be payable to Landlord upon demand.

SECTION 17. ALTERATIONS. Except as provided in section 12 above, Tenant shall not make any alterations or material changes to the Premises or any part thereof, without first obtaining Landlord's written approval, in Landlord's sole discretion. All work done on the Premises shall meet the following requirements:

The work will not adversely affect the structural strength or integrity of the Premises;

No inspirational signs will be removed from any areas of the leased Premises; the Bronco logo will not be removed from the gymnasium floor; all signs that say "Hampden Academy" and/or "Hampden Broncos" shall remain in place; and subject to the terms hereof, the gymnasium floor shall be well-maintained;

All remodeling shall be done in full conformity with plans and specifications approved in writing by Landlord, which approval shall be in Landlord's unilateral discretion;

All improvements and alterations made by Tenant shall immediately become the property of Landlord and shall remain on the Premises unless mutually agreed in writing to the contrary;

All work shall be done in a good and first-class workmanlike manner;

Tenant shall abide by all applicable laws, ordinances, regulations, and insurance requirements and shall indemnify and hold Landlord harmless from any loss, cost, or expense arising from failure to comply with such requirements;

Tenant shall not permit any mechanics liens, or similar liens, to remain upon the Premises in connection with any work performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith, through the filing of a bond or otherwise, without cost to Landlord, the failure to do so being an automatic default by Tenant under this Lease.

SECTION 18. INDEMNIFICATION; INSURANCE.

As used in this Section 18, “Tenant Premises” means the leased Premises on **Exhibit A**. “Landlord Area” means the portions of the land and the building of the old Hampden Academy other than the Tenant Premises, and other than the shared areas described in **Exhibit B**. The “Shared Area” means the Premises depicted in Exhibit B.

Tenant Duty To Indemnify. Tenant agrees to defend, indemnify and save Landlord and Landlord’s managers, members, directors, officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in Tenant Premises, or occurring in Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Tenant in Tenant Premises.

Landlord Duty To Indemnify. Landlord agrees to defend, indemnify and save Tenant and Tenant’s municipal officers, employees and agents fully and completely harmless from and against any all claims of whatever nature arising from any act, omission, or negligence occurring in (i) the Landlord Area, (ii) the Tenant Premises but only if Landlord was on that occasion making use of what is otherwise Tenant Area, or (iii) the Shared Area, if such act, omission, or negligence occurring in Shared Area would not have occurred, but for an activity or event of Landlord in Landlord Area or in Tenant Area, if Landlord was on that occasion making use of what is otherwise Tenant Area.

No Duty To Indemnify. If a claim arises from any act, omission, or negligence occurring in Shared Area, but such act, omission, or negligence is not traceable or attributable to any activity or event of either Tenant or Landlord, neither Landlord nor Tenant shall have a duty under this Lease to defend, indemnify, or save harmless the other. Furthermore, if a claim described above arises from any intentional, wrongful act of Landlord (or one or more of its agents), or Tenant (or one or more of its agents), then Landlord, or Tenant, as the case may be, shall not be entitled to a defense and indemnity by the other as a result of the claim.

Scope of Indemnity. The foregoing duty to indemnify and hold harmless, as applied to Landlord or to Tenant, as the case may be, shall include indemnity against all costs, expenses, and liabilities of any kind whatsoever, including reasonable legal fees, paralegal fees, and expert fees, incurred in or in connection with any such claim or proceeding brought thereon, and in defense thereof.

Limited Waiver of Workers' Compensation Immunity. Each party's indemnification obligations under this section shall extend to and include all claims, demands, suits and actions filed by or on behalf of any employee of the party or such employee's estate, for personal injury or death sustained on the Premises. For this limited purpose only, each party hereby waives its immunity from suit and judgment under the Maine Workers' Compensation Act, title 39-A MRSA section 101 *et seq.*, or other provisions of law. Each party's waiver hereunder shall not be construed to mean that a party is responsible for the negligence of the other party.

Liability Insurance. Each party shall maintain in full force during the term hereof a policy of general liability and property damage insurance, or coverage through carriers approved to do business in Maine or a self-insured pool, under which the other party is named as an additional insured, protecting both parties against all claims, expense and liability for injury to or death of persons or damage to property which may be claimed to have occurred on or about the Premises. The limits of liability of such insurance shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for injury or death to persons and damage to property.

Property and Casualty Insurance. Landlord shall maintain fire and casualty insurance providing coverage for the replacement value of the building in which the leased Premises is located (the so-called Skehan Center building), with extended coverage. Such insurance shall be payable to Landlord and Tenant, as their interests may appear. Tenant shall reimburse Landlord for Tenant's pro rata share of the costs of such insurance based on the square footage of the building. Tenant shall pay Landlord within 10 business days of receipt of an invoice therefor.

Release and Waiver of Subrogation. Insofar as and to the extent that the following provisions may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, the one carrying such insurance and suffering such loss, releases the other of and from any and all claims with respect to such loss, to the extent of the insurance proceeds paid under such policies, and Landlord and Tenant mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium in the amount of such extra premium. If, at the request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

Flood Insurance. If at any time the Premises or any part thereof is in an area which is identified by the Secretary of the United States Department of Housing and Urban Development as having special flood hazards and in which area flood insurance is available under the National Flood Insurance Act, Tenant shall obtain flood insurance.

Policies. At or prior to the commencement of the term of this Lease, and thereafter not less than ten (10) days prior to the expiration date of each expiring policy, each party shall deliver to the other party original copies or certificates of all insurance policies or coverage required hereunder setting forth in full the provisions thereof, together with satisfactory evidence of the payment of all premiums then due therefore. Upon request of Landlord, Tenant shall also deliver copies to the holder of any mortgage affecting the Premises.

SECTION 19. NONDISCRIMINATION. Tenant, in conducting its programs and activities upon the Premises, shall not discriminate against any person in regard to employment, wages, conditions or hours of employment, or access to public accommodations or participation in publicly-funded programs, based upon race, color, ethnicity, religion, age, gender, disability, or in any other manner prohibited by law.

Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

SECTION 20. HAZARDOUS MATERIALS; COMPLIANCE WITH LAWS. The provisions of this Section do not apply to any pre-existing conditions on the Premises. Tenant shall not cause or permit any Hazardous Material to be stored, generated, brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without first obtaining Landlord's written consent.

Any Hazardous Material permitted on the Premises, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Material. Tenant will in no event permit or cause any disposal of Hazardous Materials in or about the Premises.

Tenant shall, throughout the term of this Lease and at Tenant's sole expense, promptly observe, comply with and execute all laws and regulations of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof and the orders and regulations of the National Board of Fire Underwriters or any other body now or hereafter exercising similar functions which may be applicable. Tenant shall make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority because of Tenant's use of the Premises; shall keep the Premises equipped with all safety appliances so required because of such use; and shall procure any licenses and permits required for any such use. Tenant shall comply with all governmental laws and regulations from time to time applicable to the Premises, including but not limited to the requirements of the Americans with Disabilities Act and other laws and regulations relating to providing access and accommodation to persons with disabilities, and Tenant shall indemnify and hold Landlord harmless from any loss, cost or liability incurred by Landlord as a result of Tenant's failure to comply with such requirements.

Tenant shall give immediate notice to Landlord of any violation or apparent violation of the provisions of this Section and will at all reasonable times permit Landlord or its agents to enter the Premises to inspect the same for compliance with this section.

Tenant shall defend, indemnify and hold harmless Landlord from and against any loss, claims, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) arising during or after the Lease term as a result of any violation by Tenant of the terms of this Section, or any contamination of the Premises or any other land of Landlord by Hazardous Material as a result of action by Tenant or Tenant's agents, employees, contractors, or invitees.

As used herein, the term "Hazardous Material" means any and all materials or substances which are defined as "hazardous waste" or "hazardous substance" under any state, federal, or local law (including without limitation the Maine Uncontrolled Hazardous Substances Sites Act; the federal Comprehensive Environmental Response, Compensation and Liability Act and the federal Toxic Substances Control Act), and includes without limitation asbestos, waste oil and petroleum products. The provisions of this section shall be in addition to any other obligations and liabilities Tenant may have to

Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

SECTION 21. EMINENT DOMAIN. In the case of any taking by eminent domain of either the whole or such lesser portion of the Premises as to preclude the use of the Premises by Tenant for the purpose for which leased, then this Lease shall terminate on the date of such taking. Should the Premises or any part thereof be taken by eminent domain, the sums received in payment for the property so taken shall be paid in their entirety to Landlord, free of any claim by Tenant, except that Tenant shall be entitled to receive and retain any amount which may be specifically awarded to Tenant in a condemnation proceeding because of the taking of any Tenant fixtures on the Premises or for relocation expenses.

SECTION 22. DAMAGE OR DESTRUCTION. In the event of damage to or destruction of the Premises or any part thereof from fire or other casualty, at any time during the term of this Lease, Landlord, to the extent of insurance proceeds available therefor, with all reasonable diligence shall reconstruct, repair, replace or restore the Premises to a condition such that the value lost by the casualty is substantially restored and the Premises are capable of continued use as reasonably determined by Landlord. In the event insurance proceeds are insufficient to facilitate substantial restoration of the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord and vacate the Premises, whereupon each party shall be released from any further obligations to the other under this Lease.

SECTION 23. ASSIGNMENT OR SUBLETTING. Tenant shall have no right to assign or sublet this Lease. Except in connection with periodic events permitted by section 8 above, Tenant shall have no right to rent, offer the use of for for-profit third parties (which term, without limitation, shall include the granting of concessions, licenses and the like), or allow private use of the whole or any part of the Premises, without in each instance having first received the prior express written consent of Landlord, in Landlord's sole discretion. For the purposes of this Agreement, use of the Premises by schools or nonprofit entities shall not constitute private use.

In any case where Landlord shall so consent to such rental or private use, Tenant shall remain fully liable to Landlord for all of the obligations imposed upon Tenant under this Lease, including without limitation, defense, indemnification and the insurance requirements under section 18.

SECTION 24. ACCESS BY LANDLORD. Landlord or any person designated by Landlord shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the Premises or to make repairs. For a period commencing one hundred eighty (180) days prior to the end of the term of this Lease, including any renewal terms, Landlord shall have the right to enter the Premises at any reasonable times, for the purpose of exhibiting the same to prospective tenants or purchasers and shall have the right to erect a suitable sign on the Premises indicating that the Premises are available.

Tenant further agrees to allow Landlord to use the premises for business or personal events at no charge, in accordance with Section 11 hereinabove.

SECTION 25. DEFAULT. If Tenant shall fail to comply with any covenant, term, or provision of this Lease, including without limitation the failure to make any required payment hereunder to Landlord or any third party, and shall not cure such failure within ten (10) days after written notice thereof to Tenant, or such additional time as is reasonably required to correct such failure, such failure shall constitute an Event of Default.

Upon the occurrence of any Event of Default, and regardless of any waiver or consent to any earlier Event of Default, Landlord, at Landlord's option, may exercise any and all remedies available at

law or equity, all such rights and remedies to be cumulative and not exclusive, and without limiting the foregoing, Landlord may terminate this Lease by notice to Tenant; or Landlord may, immediately or at any time thereafter and without demand or further notice, re-enter the Premises with or without process of law and repossess the Premises and expel Tenant and those claiming through or under Tenant, and in case of such termination and/or re-entry Landlord may remove all of Tenant's personal property from the Premises and store the same in any warehouse, all at the expense and risk of Tenant, or may dispose of the same in accordance with applicable law.

SECTION 26. REIMBURSEMENT FOR COSTS, ATTORNEYS' FEES. Tenant shall pay to and indemnify Landlord against all legal costs and charges, including attorneys' fees reasonably incurred, in obtaining possession of the Premises after a default by Tenant or after Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or in enforcing any obligation or covenant of Tenant.

SECTION 27. RECORDING. This Lease shall not be recorded in any registry of deeds or other public office.

SECTION 28. NOTICES. Whenever by the terms of this Lease notice shall or may be given to either party, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the addresses set forth on the first page of this Lease, or such other address or addresses as either party may from time to time hereafter designate by written notice to the other.

SECTION 29. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable for any reason, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 30. SUCCESSORS AND ASSIGNS. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns. The term "Landlord" as used in this Lease means only the owner for the time being of the land and the buildings of which the Premises are a part, so that in the event of any sale or transfer of such land and buildings or of this Lease, Landlord shall be and hereby is entirely released of all covenants and obligations of Landlord hereunder, but only if the new owner agrees in writing to be bound by the terms of this Lease Agreement.

SECTION 31. CHOICE OF LAW; VENUE FOR SUITS. This Lease is made under and shall be construed in accordance with the Laws of the State of Maine. All claims or disputes arising under or on account of any breach of this Lease shall be brought, if at all, in the District or Superior Court for Penobscot County Maine, and otherwise shall be barred.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in any number of counterparts, the day and year first above written.

WITNESS:



HISTORIC HAMPDEN ACADEMY, LLC
Landlord

By: 

J. Daniel Lafayette, III
Its Sole Member
Duly authorized

TOWN OF HAMPDEN
Tenant



By: 

Susan M. Lessard
Its Town Manager
Duly authorized

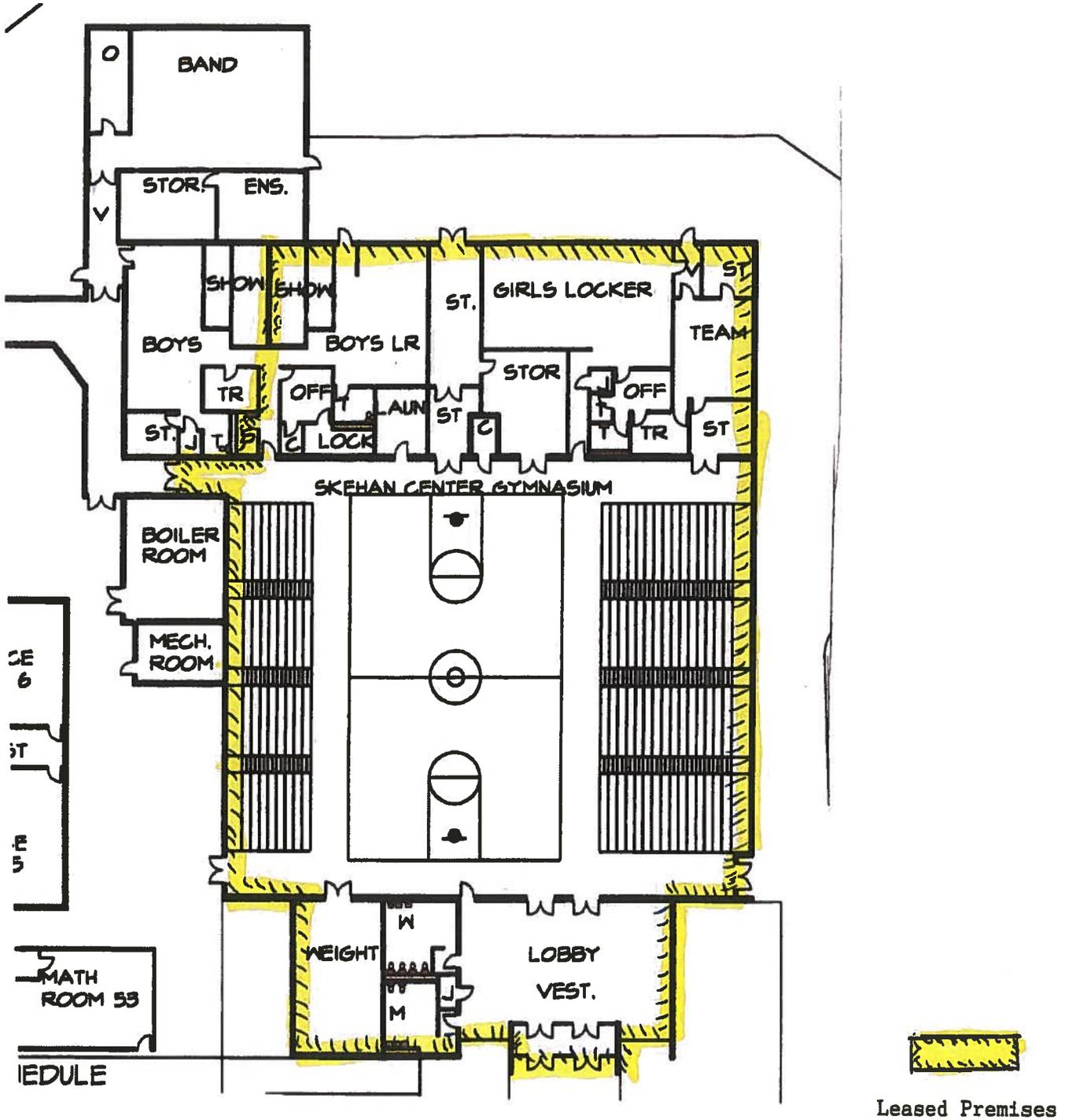
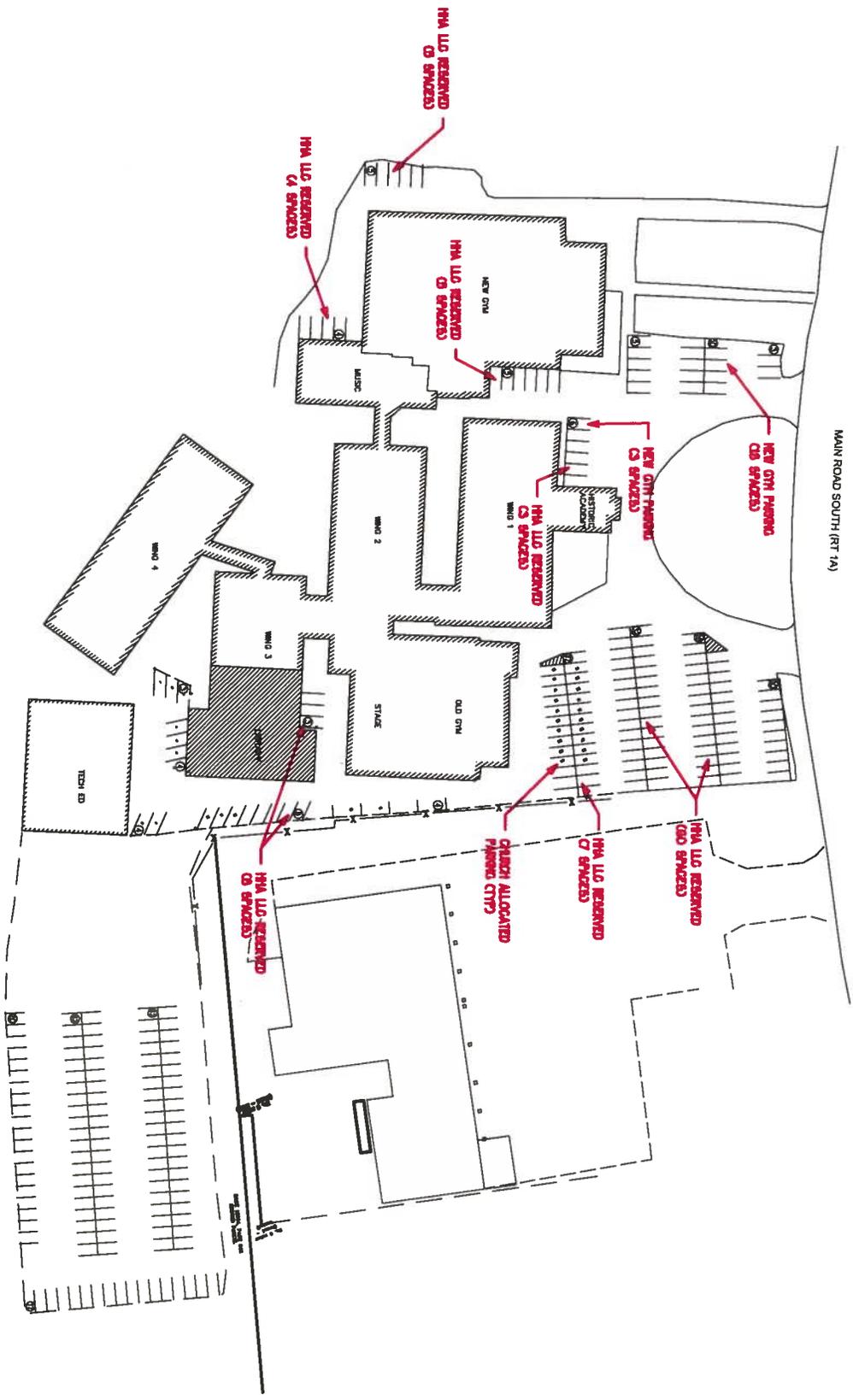


Exhibit A
 Town of Hampden/Historic Hampden Academy, LLC
 Lease Agreement

PARKING PLAN: HAMPDEN ACADEMY FACILITY
 MAIN ROAD SOUTH
 HAMPDEN, MAINE

FOR:
HISTORIC HAMPDEN ACADEMY LLC



SCALE: 1"=80'±
 1 JUL 13

KISER
RESIST
 ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700

Exhibit B
 Town of Hampden/Historic Hampden Academy, LLC
 Lease Agreement

Community Connector Meeting Minutes
March 3, 2017
Bangor Police Department

Present: Laurie Linscott; Michael Crooker; Rob Kenerson; Connie Reed; Mark Leonard; Lev Sherman; Kim Meyerdierks; Lisa Feldman; David Lister; Judy Hastings; Martin Chartrand; Ron Harriman; Angus Jennings; Don Cooper; Eric Willett; Tom Spitz

Mike Crooker called the meeting to order at 10:35 a.m. and introductions were made.

1. Proposed FY 18 Capital and Operational Budgets for Community Connector

The City of Bangor is in the initial phase of drafting budgets for FY18. Laurie gave an overview of the capital budget plan for the bus fleet. Three end of life overhaul buses (February 2017, March 2017 and April 2017) were already budgeted for in the previous fiscal year so only one will be in the capital plan for FY 18 (est. June 2017).

Two new 30-foot Gillig buses are currently in production. These two buses are estimated to be completed in August 2017. Bond funds were used to make these purchases. Laurie and Eric made a due diligence visit to the Gillig manufacturing plant and now have a better understanding of why the process takes so much time. There is a two year production process and the buses are built in eight days. Gillig is opening a new plant in May and production time could be cut down to 18 months at that point.

The City of Bangor is currently working on an RFP for three mid-life overhauls on the Gillig buses currently in the fleet. Two of these overhauls were budgeted for last year and one will be in the FY 18 budget.

Community Connector was awarded a FAST Act grant through the competitive Grants for Bus and Bus Facilities program in the amount of \$1,441,600. The local share for this grant will be budgeted for in FY 19/20. The initial plan was to purchase four new 30-foot buses; however, Laurie is working with the City's finance director to determine the possibility of purchasing five buses with the grant monies and how to factor the increase in the required local share. A manufacturer has not been determined, but Laurie is working on identifying other contracts which the purchase could be piggy-backed on. She is currently looking at a contract with the State of Connecticut that could work. If the buses are ordered in FY18, delivery will be in FY20.

The proposed budget also includes additional monies allocated to the cleaning of the buses. Different options and ideas for consistent and efficient cleaning of buses are being actively explored.

The budget also plans for additional funds needed for the purchase of a modular building to be used as the Community Connector administrative office. Funds allocated in last year's budget were short of what is required to acquire the building. An RFP for the building will be released shortly. Optimistically, staff will be able to move into the new building, which will be located on site at the motor pool, before winter.

Discussion followed.

- With the delivery of new buses and the end of life overhauls being performed, Eric believes that by this Fall a sufficient cushion of back up buses will be available to make servicing buses more efficient and effective by not having to limit the amount of time the motor pool can keep a bus for servicing.
- In order for municipalities who contract with Community Connector to have the information they need regarding local share for their municipal budgets, Mike Crooker will supply estimated amounts to municipal leaders.
- The need for planning for additional bus purchases for specific routes, individual reserve accounts, estimating and increasing costs for purchases and operations and types of buses were discussed. If municipalities are aware of upcoming issues and/or plans that would significantly change the needs for

bus service in their community, the Community Connector staff should be notified as soon as possible. Angus Jennings stated that the Hampden Services Committee meets the second Monday of each month and has regular discussions regarding bus service. Mike Crooker offered to speak to the committee when they are ready.

- Mike Crooker told the group that it is recognized that there has not been enough resources focused on the system and that they are working on ideas to create efficiencies and minimize adverse impact with the resources available. Laurie added that the fare structure will remain the same at \$1.50/ride. A new advertising agency with nationwide ties has been hired with the intent of growing revenue from advertising fees. In order to increase the number of riders, it is important to promote and advocate the use of the bus at any and all groups, meetings or events possible. If there are events happening that provide an opportunity to get information on the bus out to the community, contact Community Connector and they will provide you/your group with materials to hand out.
- Transportation for All asked if the policies and procedures for bus cleaning could be provided to the group. Different answers about expectations and procedures for cleaning buses are coming from different individuals. The group feels that keeping the buses clean and pleasant is one of the biggest ways in which to market the bus as the bus itself if an advertisement of the service. Laurie welcomed any ideas on cleaning. Laurie and Mike are working to find ways to get the buses cleaned in the most consistent, efficient and cost effective way. Laurie indicated that she is proposing in the budget, and advocating for, hiring an employee to perform the cleaning, but there is no assurance that this will be approved and able to happen.

Note: I have arranged for Bangor Bus rep(s) to attend April Services Committee meeting. - Angus

2. Bus Hub Update

Mike noted that the City Council was presented with and reviewed three options for the bus hub:

1. Redesigned Pickering Square
2. Washington Street
3. Abbott Square

Abbott Square was eliminated by the Council for various reasons. City staff are working to come up with the requirements, costs and designs for the remaining two options. Engineering Department staff is looking at infrastructure, traffic and pedestrian issues with the layouts. Community Connector staff is looking at various routes issues and changes required if a move from Pickering Square takes place.

City staff is working on obtaining comprehensive information. Mike indicated that this group will review and comment on information gathered in order for any issues and ideas that arise to be discussed and worked through and be identified and addressed in the final reports presented to the Council. At the City Council meeting in February Councilor Graham suggested a consultant be engaged in order to adequately identify all issues that arise when moving a bus hub. Mike is looking into what consultants are available and how much it would cost in order to perform such as study. It may take some time to find a new consultant. Initial estimates seem to indicate that it could also take several months to have them perform the required analysis of routes and other issues associated with the proposed location.

Discussion followed.

- Concerns about the costs of moving the hub to Washington Street, the additional resources and assets required, increased municipal and other match share requirements, the impact to routes, potential loss of ridership – temporarily and permanently, the limited security and volume of people to provide “eyes on the street,” distance from destinations, obstacles preventing a straight path and the fact that people need to walk uphill from Washington Street were discussed.

Laurie told the group that the City’s Economic Development Director and the Finance Director are talking about different revenue sources that may be available to pay for some of the costs associated with a hub relocation. She also shared that City employees from various departments are visiting the

site. Transportation for All suggested that when City employees do the site visit, they take the bus to experience the types of issues a bus encounters maneuvering in that area of the City.

- Questions were raised about the impetus for the change of the bus hub. The City's plan to revamp and revitalize the downtown area, in particular Pickering Square, as well as the identified need to separate buses from vehicle and pedestrian traffic was discussed. Dave Lister noted that from a bus driver's perspective Washington Street has several problems. One of those problems is seven buses attempting to exit at the same time would be difficult and would cause regular schedule delays of several minutes. Washington Street is on a curve and visibility is limited with little to no break in traffic for buses to enter. The initial plan for Washington Street includes a shuttle to downtown which adds another route.
- It was suggested that regardless of whether or not the hub location is moved that a free shuttle downtown be provided to entice people to park in the garage in order to address concerns about limited parking. Questions were raised about whether or not the Washington Street location would allow for sufficient parking to accommodate the needs of a multi-modal transportation center that is being envisioned for this location.
- Mike discussed his trip to testify regarding the potential for a passenger rail study to bring commuter rail service to Bangor. There is a lot of support at the legislative session but MDOT has concerns about logistics and expenses that need to be planned for in their transportation plan/process.
- Mike encouraged everyone to send emails or call with issues or concerns that should be considered while researching the hub location. It is a work in progress and as soon as more information is available he will get it out to the group.

3. Bus Maintenance

Eric Willett reported that preventative maintenance for February had a 90% compliance rate. After investigating what was late, he found that the only issue was an air dryer replacement which is not a scheduled type of maintenance so he considers February as being 100% on compliance with preventative maintenance. There were 102 repairs to buses in February. With the end of life rehabs and new buses being brought into service, he estimates that repairs will go down and the motor pool will be able to keep buses longer to do longer repairs. His group has templates ready on what needs to be done and are prepared to get the new buses into service as soon as possible.

Discussion followed.

- Transportation for All suggested a christening ceremony for the new buses as a way of marketing bus service and ridership.
- Procedures for half-life and end of life rehabs and when engine repairs are done was discussed. Eric explained that engine repairs are done based on whether or not oil tests are passed. A recent engine failure on a bus that just came back from the rehab was cited and discussion about whether or not there is an option of getting engine work done during those rehabs. Mike noted that they are currently working on an RFP that adds engine repair into the maintenance but it is a fine balance to look at the cost to benefit because of the significant increase in cost.

4. Other Business

- a. Mike stated that while finalizing the budget, they are going to work on low-cost items to see what can be done to improve services, such as maintaining and cleaning the buses.
 - Discussion followed regarding the challenges associated with having temporary workers or volunteers doing the cleaning because of the constant need to train and the lack of reliability. Laurie acknowledged

that the City is aware of the need and cleaning is a top priority. She discussed some of the different types of businesses she identified as potential vendors and those she had discussions with. The problem that she is running into is that professional cleaning companies do not want to do the cleaning at the Community Connector facility and/or they are unable to perform the cleaning on Saturday and Sunday when the buses are available. She also solicited feedback from other bus companies to see how they handle bus cleaning. Most other agencies have their own employees that do the cleaning. Laurie reassured the group that they are working on finding a suitable a solution.

Mike thanked the group for bringing these types of issues to their attention and encouraged everyone to continue to communicate these types of concerns and issues to their attention because it does make a difference. Transportation for All offered assistance in supporting the hiring of a regular employee to be responsible for cleaning.

- b. Martin brought up the need to designate a bus stop at the Veterans Clinic and Veterans home. Laurie explained that the need is known and acknowledged; however, the layout of the road and facility parking lot prohibits the maneuvering of a bus and limits where the bus can safely go. In addition to the physical limitations, there are other issues relating to state land and ownership of the property. The Community Connector and City of Bangor have worked with the VA on the issue.

Discussion followed.

- Laurie explained the design of the road and parking lot is too tight for a bus to get through. The City of Bangor has done extensive work to provide the VA with a design that would make the road and parking lot bus accessible. Although the Veterans Clinic and Home have contiguous paving between the two facilities; they are separated by a locked gate over a bump-up which limits the connectivity. The Community Connector and other City departments, including Engineering and Public Works have developed a plan to redesign the road and the parking lot in a manner that would allow for a bus to access the site. However the costs associated with the improvements and the limitation of VA resources has been a barrier to making the required changes. The City is waiting to hear from the VA at this point. Without making the improvements to the road and parking lot, the Waterworks is the best stop for riders needing to get to the Veterans Clinic and/or Veterans Home. The Mount Hope end of the facility is a less sloped walk than the steeper State Street end; however, it is a longer walk to get to the building.

Rob pointed out that if transit needs are considered and incorporated into designs when facilities are in the planning and permitting stages, these types of issues can be identified and addressed before construction.

Transportation for All suggested contacting congressmen to request the resources needed to make the improvements to the facility so Veterans could more easily and readily access the services.

- c. Dave asked if consideration had been given to purchasing new buses operated by natural gas.

Discussion followed.

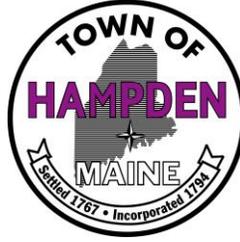
- Natural gas operated buses require additional considerations other than the vehicle itself. Not only are the engines more expensive, mechanics require special certification in order to be able to work on them. Natural gas vehicle services would also require the shop area to be retrofitted to accommodate for the natural gas ventilation requirements and compressed natural gas pumping stations would need to be built. The City just isn't ready to accommodate this type of bus yet.
- d. Laurie announced that March 17, the Community Connector will be celebrating National Transit Driver appreciation Day (the actual day is the 18th, but Bangor is celebrating it Friday). There will be a celebration for all drivers at the Community Connector Office.

Discussion followed.

- Transportation for All suggested doing a media release about National Transit Driver Appreciation Day as a way of promoting the bus and marketing services.
- Transportation for All applauded the Community Connector drivers and recognized the hard work they do every day. They also commended the little kindnesses and care for the community that the drivers show every day. "They are incredible."

Meeting ended at 12:15 p.m.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: March 9, 2017
RE: Update on 2017 forum for community and civic organizations

Progress is ongoing toward a forum intended to increase knowledge of and participation in local community and civic organizations.

Here are some updates:

- In response to the letter mailed to ~28 civic and volunteer organizations in mid-February, we have now received confirmation that 21 organizations will participate in the April 9 event. We are following up with other organizations and may receive additional confirmed participating organizations in the next week.
- I am meeting with RSU-22 PAC Coordinator Rob Kissinger next week at Hampden Academy to review the space, discuss layout, tables and chairs, etc.
- We are assembling materials for the Hampden Highlights to be sent in March. We have received materials from most confirmed participants and are following up with others. Taking into account layout/production, printing and mailing, it will probably be 2.5-3 weeks before the newsletter hits mailboxes.
- In order to get the word out before then we are sending a "save the date" postcard to all Hampden residents within a week. In the next week we'll also begin promoting the April 9 event on social media, local cable and by posting flyers around town. At that time, we'll also circulate flyers to participating organizations so the event can be promoted among their membership, distribution lists, social media etc.
- We are arranging A/V coverage of the April 9 event so we'll come away with video footage, including interviews with participating organizations. The goal is to convert this "raw material" into a produced program later this spring which can be run on local cable and the Town's YouTube channel.

Please find attached the event flyer, postcard and a recent press release.

TOWN OF HAMPDEN

Paula Scott, Clerk
clerk@hampdenmaine.gov
207-862-3034

FOR IMMEDIATE RELEASE

March 8, 2017

HAMPDEN VOLUNTEER OPEN HOUSE AND COMMUNITY FORUM

HAMPDEN, ME. – The Town of Hampden, in partnership with the Hampden Business Association, is pleased to announce that there will be a Volunteer Open House and Community Forum on Sunday, April 9th, 2017 from 1:00 p.m. – 4:00 p.m. at Hampden Academy, located at 89 Western Avenue, Hampden.

This Volunteer Open House will provide opportunities to bring together leadership, members, supporters, and friends of Hampden’s civic organizations for an afternoon in order to make acquaintance, share information, and expand our collective knowledge of interested volunteers.

Participating organizations will be located in the Hampden Academy lobby and Dining Commons where each organization will have a spokesperson(s), flyers, posters, and other information available. There will be an hour of “Open House” where attendees can visit different tables to learn about the organization’s activities and any volunteer opportunities. This will be followed by brief presentations from participating organizations in the auditorium, ending with a final hour of “Open House”. The goal of this event is to bring together as many people as possible, with participating organizations gaining valuable connections with new and prospective members and volunteers.

March 8, 2017



HAMPDEN VOLUNTEER OPEN HOUSE AND COMMUNITY FORUM

SUNDAY, APRIL 9, 2017

Hampden Academy's David Greenier Dining
Commons/Performing Arts Center

89 Western Avenue, Hampden, ME

This Volunteer Open House will provide opportunities to bring together leadership, members, supporters, and friends of Hampden's civic organizations for an afternoon in order to make acquaintance, share information, and hopefully expand our collective knowledge of interested volunteers.

**Sponsored by the Town of Hampden in partnership
with the Hampden Business Association**

Join Us!

**Find out how you
can make a
difference in our
community!**

Schedule

1-2 PM Informational
Tables/Open House

2-3 PM Brief Verbal
Organizational Presentations

3-4 PM Informational
Tables/Open House

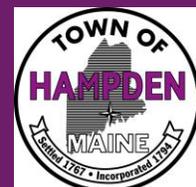
Light refreshments will be served

FOR MORE INFORMATION CONTACT

Town Manager Angus Jennings

207-862-3034

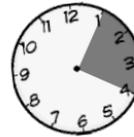
townmanager@hampdenmaine.gov





SAVE THE DATE!

Sunday



From 1 to 4



Hampden Volunteer Open House and Community Forum

Come to Hampden Academy to meet the people who make Hampden a great place to live, and learn how you can help!

Look for more information in the upcoming Hampden Highlights newsletter.

Sponsored by the Town of Hampden in partnership with the Hampden Business Association



4-a

MEMO

To: Angus Jennings
From: Kyle Severance
Date: 3/8/2017
Re: Community Safe Zone

Message:

Now that the CCTV upgrade is complete we have surveillance coverage on the parking lots.

Last month, Chief Rogers informed me that the citizens' advisory committee expressed interest in having a designated safe zone for residents to be able to exchanges goods from internet trades/sales, child custody exchanges, etc.

In order to implement this we need to designate the specific parking locations to accommodate and mark/paint said spot.

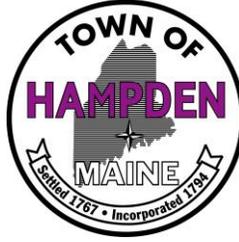
I recommend using a sign similar to the one here to serve this purpose. Before proceeding any further I would like to get feedback from the services committee and others that may have interest in this service.



Kyle Severance
GIS/IT Specialist, Town of Hampden



Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Services Committee
FROM: Angus Jennings, Town Manager
DATE: March 9, 2017
RE: Proposed uses for balance of Conservation / Recreation Account

As you know, last spring the Council authorized up to \$69,364 from the Conservation/Recreation account (3-769-00) toward certain specified purposes.

The authorized work is complete, and FY16 and FY17 spending totaled \$54,212.66 since that vote. Other than any costs toward Item 7 (Community Center Plan), there are no remaining expenses toward the specified purposes. I have earmarked \$800 for that purpose, leaving a balance of \$14,643.95 that is available and unencumbered.

Working with Recreation, Pool and DPW, I am therefore bringing forward a proposal for Committee recommendation and Council authorization to put this unexpended balance toward eligible expenses set out in the Conservation/Recreation Fund Policy, attached.

The attached is the list of eligible projects we have prepared, along with cost estimates. Obviously, the total costs exceed available funds, and we'll be looking to the Committee to make recommendations regarding which projects to authorize. If the Council ultimately authorizes more projects than available funding will support, this is a reasonable outcome in my opinion as long as the projects are prioritized. That way, if higher priority project costs come in under estimates, it will allow us to proceed with work further down the list without need for additional Committee and Council action.

In general, I'd prefer to see the C/R funds go toward one-time improvements rather than routine maintenance that may more properly be incorporated into budgeting for annual maintenance activities, such as grub prevention and poison ivy treatment. However both types of items are included and we will proceed based on Council authorization.

Items not funded in this manner may be considered during the FY18 or future budget process, either within expense budgets or (such as regarding Ballfield Road lighting) as part of an updated Capital Program.

Potential Items for Funding from C/R Account

As of 3/8/17

<u>Category</u>	<u>Item</u>	<u>Cost</u>	<u>Source (cost)</u>
Parks Improvements			
	Gazebo work, Lura Hoyt Pool site, including gables, roof decking, and shingles other misc. repairs	\$ 2,000.00	Staff estimate
	Additional sand added to the volleyball courts (cost incl. delivery)	\$ 1,600.00	Materials pricing - vendor
	Playground pressure treated edging replacement	\$ 1,500.00	Staff estimate
	VFW fields parking area: Two temporary/portable rubber 12' speed bumps; delivered and secured by DPW	\$ 1,400.00	Materials pricing
	Replacement of Electric Panel and Light Timers at VFW Tennis Courts (not working due to corrosion?). (Cost may rise if there are other issues found after the corrosion corrected)	\$ 950.00	Vendor estimate
	Playground Chip Replenishment-2017 (the year in the 3 year cycle) to top off surfacing at LHP and DD Park playgrounds. Bangor has agreed to share a 120 yard tractor trailer load with us and split the cost. This option is \$15/yard plus 1100 delivery. (in 8/2014-we paid \$54/yard from Hodgdon locally) Sharing this could save us HUGE \$.	\$ 1,450.00	Vendor estimate
	LHP Field Bridge Replacement- 2 access bridges to field level for handicap accessibility. Wood Rot and failing condition.	\$ 1,500.00	Staff estimate
	Ballfield Road LED floodlight replacement. Current equipment is antiquated. 6 poles, 3 fixtures per pole, totaling 18 fixtures at estimate of \$800 per fixture (labor and fixture cost) = \$14400. Budgeted at t \$15000 in case there are any other issues.	\$ 15,000.00	Vendor estimate
	Poison Ivy Treatment at Marina and Papermill Parks....If we want to encourage use through signage it would be best to try to control the overrun of poison ivy in both areas as to not have complaints on public "contact". Cost estimate for herbicide treatment for both areas. (May be lower cost, as low as \$500).	\$ 1,000.00	Staff estimate
Signage			
	On-site signage, Papermill Park	\$ 275.00	Vendor estimate
	Double-faced directional signage toward Papermill Park from Coldbrook Road		Research underway
	Town portion of cost to install new signage on Rte 1A to better highlight Marina Park. (In fall 2015 P&D Committee recommended allocating up to \$2,500 toward this expense from Host Community Benefit account, but this is an alternate funding option.)	\$ 2,500.00	P&D authorized cost (from HCB account)
	Signage needed at all new outdoor facilities/ball fields for updated outdoor facility ordinance language (prohibiting vaping); and "Go Slow" signs for VFW	\$ 400.00	Staff estimate
Grubs			
	Grub prevention, Dorothea Dix Park	\$ 1,000.00	Staff estimate
	Grub prevention. All rec fields will need to be retreated with preventative this spring season...Timing will be critical depending on other field maintenance work/applications. (Rec hopes to have the funds in FY17 maintenance line item for fields). Cost estimate for all three fields...these are annual cost treatments.	\$ 3,205.00	Vendor estimate
	Grub prevention, front lawn area at LHP. Has not been treated for grubs but needs to be. There was substantial damage to the front lot visible last summer. The treatment quote for this area is \$715 (annually)	\$ 715.00	Vendor estimate
		\$ 34,495.00	
		<i>Available balance, C/R Account</i>	\$ 14,643.95
			<i>as of 2/8/17, net of \$800 for Comm. Ctr. Plans</i>
		<i>Available / Overage</i>	\$ (19,851.05)

Town of Hampden Conservation/Recreation Fund Policy

Whereas, the Town of Hampden has received, over the course of years, funds in lieu of open space that would otherwise have been required pursuant to Town Ordinances. Said funds are held in a Conservation/Recreation (C/R) General Ledger Account.

Whereas, the Town Council desires to maximize the potential public benefit that may result from expenditure of said funds in a manner that is not inconsistent with the purposes for which the funds were provided.

The Town Council hereby establishes the following policy for use of Conservation/Recreation funds from the C/R General Ledger Account:

1. The policy of the Town Council is that funds may be properly expended toward the purchase of land, or for the development or improvement of conservation or recreational land or facilities already owned by the Town.
2. Some portion of the C/R funds was provided pursuant to Sec. 544(3) of the Subdivision Ordinance which applies a standard that "Land purchased or developed with these funds shall be located to serve the needs of the residents of the subdivision."
3. Funds expended toward the purchase or development or improvement of land or facilities that are open to the general public shall be considered to benefit all Hampden residents, including those residing in any particular subdivision.
4. Expenditure of funds from the C/R Account shall follow the same procedures as those followed for Reserve Accounts: namely, that the Town Council shall authorize in advance any such expenditure.
5. Expenditure of funds from the C/R Account shall be governed by all other policies and procedures applicable to expenditure of Town funds, including but not limited to the Hampden Town Council Bid Procedure Guidelines.

Adopted by Town Council March 21, 2016

- 376900
- b. **Funding proposals from Conservation/Recreation account**
 - 1. **VFW Tennis court resurfacing**
 - 2. **VFW Basketball and Tennis court repairs**
 - 3. **Dorothea Dix Park Signage**
 - 4. **Marina ramp paving**
 - 5. **Port-a-Potty enclosures for various locations**
 - 6. **Picnic tables for various park locations**
 - 7. **Community Center Plan revisions**
 - 8. **VFW Road parking area**

Mayor Ryder recapped the spending request as presented for repairs and upgrades to recreational areas within Hampden. Motion made by Councilor McAvoy to authorize the Town Manager to spend up to \$69,364.00 from the Conservation/Recreation reserve account for the purpose of repairs or upgrades to current facilities, seconded by Councilor Wilde. Discussion followed. Councilor Cormier stated that he would like to go on record in disagreement over spending any of these funds on item #7. Councilor Wilde spoke indicating that use of these funds will keep these items from ending up in the Town's long term planning that would ultimately cost the tax payers more. After discussion ceased the motion was brought to vote. Councilors McAvoy, Wilde, Marble, McPike, Sirois, and Mayor Ryder voted in favor. Councilor Cormier voted in opposition. Motion carries.

- c. **Proposed ordinance amendments**
 - 1. **Fees Ordinance – referral from Infrastructure committee and from Services committee**
 - 2. **Zoning Ordinance – referral from Planning & Development committee**
 - 3. **Subdivision Ordinance – referral from Planning Board**
 - 4. **Shoreland Zoning Ordinance - referral from Planning Board**
 - 5. **Sewer Ordinance – referral from Infrastructure committee**

Mayor Ryder opened this portion of the agenda by stating that he would like to propose some changes. He stated that he would like to postpone items 1, 4 and 5 as there is not enough information at this time to put these items to public hearing. Mayor Ryder stated that these items would go back to each appropriate committee. Councilor Wilde made the recommendation to refer the Fees Ordinance, Shoreland Zoning Ordinance and Sewer Ordinance back to the appropriate committees. Unanimous recommendation to refer back to committee level.

Mayor Ryder then stated that he would entertain a motion to send item 2- Zoning Ordinance, referral from Planning and Development committee and item 3- Subdivision Ordinance, referral from the Planning Board to Public Hearing on April 4th. Councilor

HAMPDEN KIWANIS 2016-17 BUDGET

4-d

11/17/2016

	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>Y-T-D %</u>
<u>ACTUAL INCOME</u>			
ADMINISTRATION			
50/50	\$ 300.00		0%
Happy/Sad	500.00		0%
	0.00		#DIV/0!
Dues (2015-16) (All others)	2,000.00		0%
Dues (2016-17) (Joe)	58.00		0%
Dues (2016-17)			
Meals	2,500.00		0%
Refreshments	200.00		0%
Bank Interest (Check Book & CD)	75.00		0%
Dividends (Edward Jones I)	400.00		0%
Skip-a-Meal (Donations)	100.00		0%
Misc Administration (Donations)	200.00		0%
ADMINISTRATION = SUB-TOTAL	\$ 6,333.00		0%
SERVICE			
Hall Rental	\$ 1,500.00		0%
Bean Suppers	2,500.00		0%
Rose Sale (2017)	4,000.00		0%
Bulletin	2,500.00		0%
Golf Tournament (2017-Hermon)	5,000.00		0%
Kitchen Sales (Poker)	120.00		0%
Poker Proceeds	800.00		0%
F Jewell Scholarship (Donations)			
Service Donations:			
Thanksgiving Turkeys	300.00		
Xmas Baskets	200.00		0%
Xmas Tree Lighting	150.00		
Easter Egg Hunt	250.00		
Misc	250.00		0%
SERVICE = SUB-TOTAL	\$ 17,570.00	\$ -	0%
INCOME TOTAL	\$ 23,903.00	\$ -	0%

HAMPDEN KIWANIS 2016-17 BUDGET

ADMINISTRATION ACCOUNTS

Member Support	250.00		0%
Kiwanis Officer/Director Insurance			0%
International & District Dues (2014-15)	2,000.00		0%
Meals	6,250.00 3250.00		0%
Meal Supplies (Paper Goods/Beverages/Coffee)	326.73		0%
Postage & Box Fees	200.00		0%
Lt Gov Exenses	250.00		0%
Misc Administration	250.00		0%
ADMINISTRATION EXPENSE TOTAL	<u>\$ 9,526.73</u>	<u>\$ -</u>	0%

EXPENSES - SERVICE ACCOUNTS

	<u>PROJECTED</u>	<u>ACTUAL</u>	<u>Y-T-D %</u>
OPERATION OF CIVIC CENTER			
Bangor Hydro/Emera	\$ 2,200.00	0.00	0%
Trash Service	850.00	0.00	0%
Hampden Water District	350.00	0.00	0%
Propane (Kitchen-RH Foster)	100.00	0.00	0%
Fuel Oil (Webber/Dead River)	1,500.00	0.00	0%
Housekeeping & General Maintenance	1,500.00	0.00	0%
Insurance (Bldg Contents)	525.00	0.00	0%
Snow/Grass	2,500.00	0.00	0%
Hampden Sewer District	200.00	0.00	0%
Telephone	10.00	0.00	0%
Misc	1,000.00	0.00	0%
OPERATION = SUB-TOTAL	\$ 10,735.00	\$ 8682. -	0%

HAMPDEN KIWANIS 2016-17 BUDGET

COMMUNITY SERVICE

Christmas Baskets	\$	1,600.00	0.00	0%
Thanksgiving Turkeys		350.00	0.00	0%
Halloween		200.00	0.00	0%
Tree Lighting		250.00	0.00	0%
Golf Tournament (2016-Hermon)		100.00	0.00	0%
Golf Tournament (2015-Hermon)		1,300.00	0.00	0%
KIF/Kiwanis Birthday		200.00	0.00	0%
KPTI		334.00	0.00	0%
Skip-a-Meal		200.00	0.00	0%
Other Service Expenses:				
Bean/Spaghetti Supper Supplies		1,400.00	0.00	0%
Roses		2,000.00	0.00	0%
Bulletins		300.00	0.00	0%
Children's Day		250.00	0.00	0%
Poker Expenses(inc. Fees)		750.00	0.00	0%
Misc Service Expenses		500.00	0.00	0%
<u>COMMUNITY SERVICE = SUB-TOTAL</u>	\$	9,734.00	\$ -	0%

YOUTH SERVICES

Scouts (Boys; Girls; Cub)	\$	400.00	0.00	0%
Little League		350.00	0.00	0%
Easter Egg Hunt		400.00	0.00	0%
Key Club		300.00	0.00	0%
Scholarships		0.00	0.00	#DIV/0!
Boys & Girls State		310.00	0.00	0%
Camp Capella		250.00	0.00	0%
Key Leader		100.00	0.00	0%
Other Requests		300.00	0.00	0%
YOUTH SERVICES = SUB-TOTAL	\$	2,410.00	\$ -	0%

SERVICE EXPENSE TOTAL

\$	22,879.00	\$	-	0%
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TOTAL EXPENSES

\$	32,405.73	\$	-	0%
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**GOODWILL RIDERS SNOWMOBILE CLUB
844 WESTERN AVENUE
HAMPDEN, MAINE 04444**

March 8, 2017

Angus Jennings, Town Manager
Town of Hampden
Western Avenue
Hampden, Maine 04444

RE: Registration Reimbursement for Snowmobile Club

Dear Angus,

I am writing this letter to formally request the \$2000 reimbursement monies that the Town and the club agreed to last year. This money is a portion of the funds that the Town receives each year from the Registration of Snowmobiles.

Sincerely,

Rich Armstrong, President
Goodwill Riders S.C.

INFRASTRUCTURE COMMITTEE MEETING

Wednesday, February 17, 2016

MEETING MINUTES

Attending:

Councilor Dennis Marble, Chair

Mayor David Ryder

Councilor Terry McAvoy

Councilor Greg Sirois (arrived 6:15)

Councilor Stephen Wilde

Councilor Ivan McPike

Councilor Mark Cormier

Town Manager Angus Jennings

Rich Armstrong, Goodwill Riders

Snowmobile Club

Chairman Marble called the meeting to order at 6 PM.

1. MINUTES – 1/13/2016 Meeting – *Motion by Councilor McAvoy, seconded by Councilor McPike to approve the January 13, 2016 minutes. Unanimous (6-0) vote in favor.*

2. OLD BUSINESS

a. Penobscot HVAC proposal for Redlink thermostat – *Manager Jennings provided background regarding the bids provided to allow for remote control of the Town Building HVAC systems in coordination with work, previously approved, to improve the air handling system. Councilor McPike asked about staffing responsibility to manage the system. Manager Jennings said that the DPW Director is the Facilities Manager, and that other staff who will be trained on the system will include the Manager, the IT Specialist, and Rozemary Bezanson. Manager Jennings reported that this work would be funded out of the Municipal Building Reserve Account. Motion by Councilor Wilde, seconded by Mayor Ryder to refer the proposal to Finance Committee with a recommendation for approval. Approved 6-0.*

Councilor McPike said he'd like to see an operational list showing staffing responsibility for HVAC operations.

3. NEW BUSINESS

a. Goodwill Riders Snowmobile Club request for increased funding – *Rich Armstrong made a request that the Town provide more funding to support their work to maintain and improve the Town's snowmobile trails. He noted that the Town receives \$6.63 per snowmobile registration, and over time has provided \$1,000 to the Club annually. He'd like to see a greater share of that revenue in order to offset their costs, noting that*

they've built 5 bridges, put a roof on an out building, and completed regular trails maintenance. Councilor Marble asked whether the Town incurs costs associated with snowmobile registration. Manager Jennings said that the amount of fees retained by the Town would offset the costs of staff time to process registrations. The total amount received in FY15 was \$2,654 of which \$1,000 was paid to the Club.

(Councilor Sirois arrived).

Councilor Marble suggested that an increase to \$2,000 this year may be appropriate. Motion by Councilor Wilde, seconded by Councilor McAvoy to recommend that the Finance Committee increase this year's payment to \$2,000. Approved 7-0. Mayor Ryder suggested that this expense should be included in the Town's Buildings and Grounds budget.

- b. DEP memo, MS4 Plan Year 2 Annual Report; update on Town response (due 3/1)** – *Manager Jennings summarized the work by the Town's Stormwater Working Group to prepare the response to DEP's questions regarding the Town's Year 2 MS4 (stormwater management) Annual Report.*
- c. Update on condition of sewer lines at Ammo Park, meetings with Maine Ground Developers** – *Manager Jennings reported on the results of recent inspections and test borings which showed that a privately installed sewer line at Ammo Park was not built to specification and would need to be replaced in order to be considered for public acceptance. DPW is continuing to work with the landowner toward resolution of this issue.*
- d. Inclusion of industrial flows toward Hampden's purchased capacity of 1.5 MGD at Bangor WWTP** – *Manager Jennings reported that DPW Director Currier has received an opinion from the Bangor Wastewater Treatment Plant that the flows generated by industrial uses such as what is proposed by MRC/Fiberight will count toward the Town's purchased capacity of 1.5 million gallons per day under the terms of the Interlocal Agreement. Infiltration and inflow into the sewer system also contributes to the overall sewer flows that are recorded at the municipal boundary, which factors into the treatment charges the Sewer Fund is responsible for. DPW will continue to track sewer flows on an ongoing basis.*
- e. DPW front-end loader, request to purchase vehicle at end of current lease** – *The Committee discussed the DPW Director's recommendation, included in the meeting packet, to sign a lease for a new front-end loader and to include a grapple bucket to expand capacity to manage construction debris at the Transfer Station. There was discussion about the configuration of the Transfer Station, and how this could assist with internal circulation. Councilor Cormier asked if the same equipment could*

Current Account Status

R 01-87 GENERAL GOVT - SNWMBL REIM

2,654.00 = Budget
0.00 = Bud Adj

-2,177.98 = YTD Net

476.02 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
02	0679		02/23/17		02/23/2017 C/R	R	CR	0.00	2,177.98
Totals-								0.00	2,177.98

Monthly Summary

Month	--Regular Entries--		--Budget Entries--	
	Debits	Credits	Debits	Credits
February	0.00	2,177.98	0.00	0.00
Totals	0.00	2,177.98	0.00	0.00

Custom Budget Report

Expense

	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual	2017 Approved
Dept/Div: 20-05 RECREATION/CULTURE / RECREATION ENTERPRISE							
CONT'D							
40-38 JR GOLF	0.00	141.00	0.00	0.00	0.00	0.00	100.00
40-44 KIDS KAMP	0.00	-20,493.98	0.00	-19,896.44	0.00	-40,641.09	8,890.00
40-46 KIDS KORNER	0.00	-170,246.82	0.00	-167,907.95	0.00	-115,527.78	10,320.00
40-50 PARKS	0.00	825.00	0.00	224.40	0.00	305.50	680.00
40-54 SENIOR ACTIVITIES	0.00	2,151.00	0.00	1,500.00	0.00	1,476.00	900.00
40-56 SKIING	0.00	-450.00	0.00	-850.00	0.00	-545.00	2,500.00
40-58 SNOWMOBILE ACTIVITIES	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
40-60 SPEC'L EVENT & RENTALS	0.00	171.56	0.00	333.95	0.00	-45.50	700.00
40-62 SOCCER CAMP	0.00	-8,622.67	0.00	-58.66	0.00	-8,239.26	10,383.00
40-70 T-BALL	0.00	-2,472.97	0.00	-2,339.81	0.00	582.29	747.00
40-74 TENNIS	0.00	-205.00	0.00	-365.00	0.00	-190.00	410.00
40-76 TRACK & FIELD	0.00	-2,454.50	0.00	598.00	0.00	361.69	1,268.00
40-80 YOUTH SOCCER	0.00	-4,786.69	0.00	-5,427.51	0.00	-4,664.72	3,050.00
40-81 FACILITIES MAINTENANCE	0.00	818.50	0.00	3,390.83	0.00	5,648.13	12,420.00
SPECIAL PROGRAMS	0.00	-208,815.86	0.00	-191,216.19	0.00	-165,582.62	56,076.00
RECREATION ENTERPRISE	0.00	-97,363.16	0.00	-70,349.09	0.00	-59,873.76	191,417.00

MEMO

TO: Angus

From: Darcey

Re: Tracking Hampden Resident drop-in entries

In order to track resident drop-in entries I would need to add additional department keys on my cash register. I would also need to add another revenue account for My Rec to include those residents that use a credit card.

To get an accurate count we would need to record the numbers over a six to nine month period. It would be more accurate to track it over a year.

Current Account Status

R 20-25 REC/CULTURE - POOL FEES

20,000.00 = Budget
0.00 = Bud Adj

-11,838.99 = YTD Net

8,161.01 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0011		07/06/16		07/06/2016 C/R	R CR	0.00	151.00
07	0016		07/07/16		07/07/2016 C/R	R CR	0.00	19.00
07	0022		07/11/16		07/11/2016 C/R	R CR	0.00	46.00
07	0028		07/12/16		07/12/2016 C/R	R CR	0.00	272.00
07	0035		07/13/16		07/13/2016 C/R	R CR	0.00	48.00
07	0040		07/18/16		07/18/2016 C/R	R CR	0.00	113.00
07	0051		07/19/16		07/19/2016 C/R	R CR	0.00	221.00
07	0057		07/20/16		07/20/2016 C/R	R CR	0.00	56.00
07	0059		07/21/16		07/21/2016 C/R	R CR	0.00	13.00
07	0062		07/25/16		07/25/2016 C/R	R CR	0.00	43.00
07	0067		07/26/16		07/26/2016 C/R	R CR	0.00	138.00
07	0074		07/27/16		07/27/2016 C/R	R CR	0.00	50.00
07	0079		07/28/16		07/28/2016 C/R	R CR	0.00	140.00
08	0082		08/01/16		08/01/2016 C/R	R CR	0.00	170.00
08	0088		08/03/16		08/03/2016 C/R	R CR	0.00	38.00
08	0091		08/04/16		08/04/2016 C/R	R CR	0.00	82.00
08	0100		08/08/16		08/08/2016 C/R	R CR	0.00	45.00
08	0109		08/09/16		08/09/2016 C/R	R CR	0.00	200.00
08	0110		08/10/16		08/10/2016 C/R	R CR	0.00	54.00
08	0115		08/11/16		08/11/2016 C/R	R CR	0.00	104.00
08	0122		08/15/16		08/15/2016 C/R	R CR	0.00	91.00
08	0123		08/16/16		08/16/2016 C/R	R CR	0.00	189.00
08	0132		08/17/16		08/17/2016 C/R	R CR	0.00	63.00
08	0143		08/22/16		08/22/2016 C/R	R CR	0.00	314.00
08	0152		08/24/16		08/24/2016 C/R	R CR	0.00	79.00
08	0154		08/25/16		08/25/2016 C/R	R CR	0.00	117.00
08	0159		08/29/16		08/29/2016 C/R	R CR	0.00	390.00
09	0197		09/08/16		09/08/2016 C/R	R CR	0.00	35.00
09	0213		09/13/16		09/13/2016 C/R	R CR	0.00	140.00
09	0219		09/14/16		09/14/2016 C/R	R CR	0.00	9.00
09	0229		09/15/16		09/15/2016 C/R	R CR	0.00	57.00
09	0239		09/19/16		09/19/2016 C/R	R CR	0.00	5.00
09	0244		09/20/16		09/20/2016 C/R	R CR	0.00	358.00
09	0249		09/21/16		09/21/2016 C/R	R CR	0.00	19.00
09	0255		09/22/16		09/22/2016 C/R	R CR	0.00	42.00
09	0260		09/26/16		09/26/2016 C/R	R CR	0.00	26.00
09	0269		09/28/16		09/28/2016 C/R	R CR	0.00	109.00
09	0273		09/29/16		09/29/2016 C/R	R CR	0.00	15.00
10	0282		10/04/16		10/04/2016 C/R	R CR	0.00	117.00
10	0304		10/11/16		10/11/2016 C/R	R CR	0.00	212.00
10	0318		10/13/16		10/13/2016 C/R	R CR	0.00	39.00
10	0329		10/18/16		10/18/2016 C/R	R CR	0.00	99.00
10	0332		10/19/16		10/19/2016 C/R	R CR	0.00	20.00
10	0334		10/20/16		10/20/2016 C/R	R CR	0.00	29.00
10	0345		10/25/16		10/25/2016 C/R	R CR	0.00	150.00
10	0346		10/26/16		10/26/2016 C/R	R CR	0.00	55.00
10	0353		10/27/16		10/27/2016 C/R	R CR	0.00	59.00

Current Account Status

R 20-25 REC/CULTURE - POOL FEES

20,000.00 = Budget
0.00 = Bud Adj

-11,838.99 = YTD Net

8,161.01 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
10	0361		10/31/16		10/31/2016 C/R	R CR	0.00	116.00
11	0369		11/01/16		11/01/2016 C/R	R CR	0.00	15.00
11	0375		11/03/16		11/03/2016 C/R	R CR	0.00	53.00
11	0383		11/07/16		11/07/2016 C/R	R CR	0.00	172.00
11	0397		11/14/16		11/14/2016 C/R	R CR	0.00	132.00
11	0407		11/15/16		11/15/2016 C/R	R CR	0.00	293.00
11	0409		11/16/16		11/16/2016 C/R	R CR	0.00	4.00
11	0411		11/17/16		11/17/2016 C/R	R CR	0.00	36.00
11	0423		11/22/16		11/22/2016 C/R	R CR	0.00	147.00
11	0429		11/23/16		11/23/2016 C/R	R CR	0.00	15.00
11	0444		11/29/16		11/29/2016 C/R	R CR	0.00	321.00
11	0455		11/30/16		11/30/2016 C/R	R CR	0.00	34.00
12	0458		12/05/16		12/05/2016 C/R	R CR	0.00	22.00
12	0470		12/06/16		12/06/2016 C/R	R CR	0.00	69.00
12	0472		12/07/16		12/07/2016 C/R	R CR	0.00	14.00
12	0478		12/08/16		12/08/2016 C/R	R CR	0.00	5.00
12	0485		12/12/16		12/12/2016 C/R	R CR	0.00	5.00
12	0488		12/13/16		12/13/2016 C/R	R CR	0.00	82.00
12	0496		12/14/16		12/14/2016 C/R	R CR	0.00	4.00
12	0507		12/20/16		12/20/2016 C/R	R CR	0.00	39.00
12	0513		12/22/16		12/22/2016 C/R	R CR	0.00	29.00
12	0531		12/29/16		12/29/2016 C/R	R CR	0.00	489.99
01	0539		01/03/17		01/03/2017 C/R	R CR	0.00	232.00
01	0560		01/10/17		01/10/2017 C/R	R CR	0.00	180.00
01	0564		01/11/17		01/11/2017 C/R	R CR	0.00	5.00
01	0567		01/12/17		01/12/2017 C/R	R CR	0.00	30.00
01	0570		01/17/17		01/17/2017 C/R	R CR	0.00	25.00
01	0576		01/18/17		01/18/2017 C/R	R CR	0.00	391.00
01	0584		01/19/17		01/19/2017 C/R	R CR	0.00	44.00
01	0586		01/23/17		01/23/2017 C/R	R CR	0.00	20.00
01	0593		01/25/17		01/25/2017 C/R	R CR	0.00	388.00
01	0597		01/26/17		01/26/2017 C/R	R CR	0.00	44.00
01	0610		01/30/17		01/30/2017 C/R	R CR	0.00	479.00
01	0618		01/31/17		01/31/2017 C/R	R CR	0.00	23.00
02	0626		02/02/17		02/02/2017 C/R	R CR	0.00	40.00
02	0637		02/07/17		02/07/2017 C/R	R CR	0.00	361.00
02	0643		02/08/17		02/08/2017 C/R	R CR	0.00	25.00
02	0651		02/09/17		02/09/2017 C/R	R CR	0.00	30.00
02	0665		02/16/17		02/16/2017 C/R	R CR	0.00	16.00
02	0669		02/21/17		02/21/2017 C/R	R CR	0.00	196.00
02	0675		02/22/17		02/22/2017 C/R	R CR	0.00	305.00
02	0679		02/23/17		02/23/2017 C/R	R CR	0.00	262.00
02	0687		02/27/17		02/27/2017 C/R	R CR	0.00	258.00
02	0700		02/28/17		02/28/2017 C/R	R CR	0.00	1,095.00
03	0703		03/01/17		03/01/2017 C/R	R CR	0.00	78.00
03	0719		03/07/17		03/07/2017 C/R	R CR	0.00	374.00
Totals-							0.00	11,838.99

Current Account Status

R 20-25 REC/CULTURE - POOL FEES

20,000.00 = Budget
0.00 = Bud Adj

-11,838.99 = YTD Net

8,161.01 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
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Monthly Summary

Month	--Regular Entries--		--Budget Entries--	
	Debits	Credits	Debits	Credits
July	0.00	1,310.00	0.00	0.00
August	0.00	1,936.00	0.00	0.00
September	0.00	815.00	0.00	0.00
October	0.00	896.00	0.00	0.00
November	0.00	1,222.00	0.00	0.00
December	0.00	758.99	0.00	0.00
January	0.00	1,861.00	0.00	0.00
February	0.00	2,588.00	0.00	0.00
March	0.00	452.00	0.00	0.00
Totals	0.00	11,838.99	0.00	0.00

Lura Hoit Pool

Memberships

Membership Type	Hampden Residents	Non-Resident
Family		
Annual	67	65
6 Month	13	18
3 Month	8	27
Single Adult		
Annual	13	7
6 Month	1	6
3 Month	1	4
Youth/Teen		
Annual	1	1
6 Month	0	0
3 Month	1	
Senior		
Annual	12	24
6 Month	2	4
3 Month	3	9

We have two businesses that purchase an Annual Non-resident family membership (\$294) that is included on the above numbers:

Covey Physical Therapy
Sweetser Group Home

We have weekly rental contracts with the following businesses:

RSU 22:

1 X per week \$50 per hour; each session is only half hour

RSU 87:

Pays for private lessons for 2 students every other week \$30 per session

Hampden Academy Swim Team:

150 Hours @ \$55.00 TOTAL FOR 13 WEEKS \$8,250