



**Town of Camden  
Select Board Meeting  
June 28, 2016 - 6:30 PM  
Washington Street Conference Room**

Select Board meetings are broadcast live on Time Warner Channel 22  
and web streamed at [www.townhallstreams.com/locations/camden-me](http://www.townhallstreams.com/locations/camden-me)

**Agenda**

**A. Call to Order**

**B. Communications, Presentations, and Recognitions**

1. Request by Bay Chamber Concerts to use the Village Green for free 'pop-up' concerts on:
  - Tuesday, July 12 at 5:00 p.m. Odeon orchestra (1 hour)
  - Thursday, August 18 at 3:00 p.m. - Asylum Saxophone Quartet (20 minutes)
  - Friday, August 29 at 5:00 p.m. Slavic Soul Party (20 minutes)
2. Request by the Camden Rotary Club to close Atlantic Avenue on July 4th for "Music by the Sea" from 1:00 p.m. through the fireworks.
3. Confirmation of Camden Public Library Trustees: Susan Fitzgerald Pat Jones of Camden

**C. Citizen Comments** (for items *not* on the agenda)

*This time is set aside for members of the public to comment on any Town-related issue that is not on the agenda. We ask that people keep comments within 3 minutes*

**D. Approval of Select Board Minutes**

**E. Select Board Member Reports**

**F. Town Manager Report**

**G. Licenses - none**

**H. New Business**

1. Approval of Interlocal Agreement with the Town of Rockport appointing Camden Police Chief Randy Gagne as the interim Police Chief of Rockport (Joint Police Chief).
2. Approval of the Mutual Aid Agreement for Police Services between Camden and Rockport.
3. Approval of the proposal by Tyler Smith to install pedestrian lighting along the boardwalk at the Public Landing.
4. Approval of a proposal by Tyler Smith to locate a dumpster on Town property adjacent to the pump station on the public landing.

**I. Committee Appointments**

- Appointment of Leonard Lookner to the Mid-Coast Solid Waste Board.
- Appointment of Parker S. Laite Jr. to the Cemetery Committee.
- Appointment of Rick Rector to the Personnel Board.

**Adjourn**

**Town of Camden**  
**Village Green Application for Permission to Use**

The purpose of this application form is to aid in the application and review process. However, it is not designed to cover every possible circumstance. The Select Board may require additional information in order to approve an application.

Application Date 23 June 2016 (must be filed at least 15 calendar days prior to the event)  
 Name of Entity requesting permission Bay Chamber Concerts  
 Type of Entity (non-profit, political, etc.) non-profit  
 Contact Person Monica Kelly Connection with the event Exec. Director  
 Address PO Box 719 Rockport 04858  
 Phone 236-2823 Email monica@baychamberconcerts.org  
 Event Date multiple Event Time and Duration \_\_\_\_\_  
 Event Purpose free concert

1. Will there be entertainment or a speaker?  YES  NO. If so, describe: July 12<sup>5pm</sup> August 18<sup>3pm</sup> August 19 at 1pm.
2. Will food and/or beverages be served?  YES  NO. If so, describe: \_\_\_\_\_
3. Please describe any other activities taking place during the event: musical performances
4. Will there be supplemental illumination or other electrical equipment?  YES  NO. If so, describe the items and power source: \_\_\_\_\_
5. Will there be signage?  YES  NO. If so, describe form and content: Bay Chamber banner (20" x 24")
6. What provisions will be made to handle litter or refuse from the event? we will remove litter
7. What, if any, liability insurance will the requesting entity be carrying for the event? Presented insurance for \$1M through Allen Agency
8. Are there any structures, tents, booths, tables, or other large objects planned as part of the event? YES  NO . If so, describe the size, material, location, use, and method (if any) by which they are fixed in place and how long they will be in place before and after the event. \_\_\_\_\_

**Draw your plan on the map on the Letter of Agreement page.**

The Select Board grants permission for the above named Entity to hold the above named Event on the Town of Camden Village Green on the above named Date.

Select Board Chair Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name : \_\_\_\_\_  
 Entity Representative Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

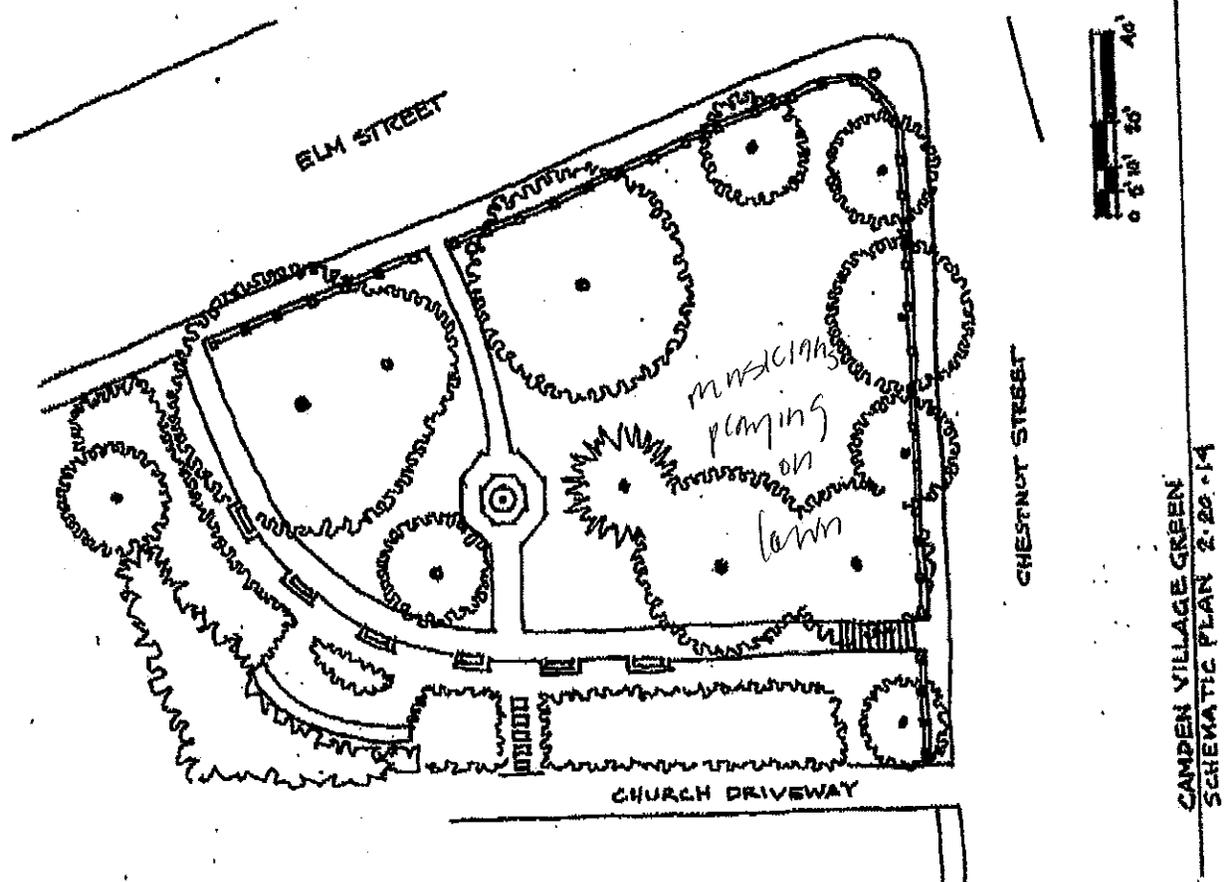
Town of Camden Village Green  
Letter of Agreement

This letter must be signed by the requesting Entity's representative for a complete application.

The undersigned, as organizer of an event to be held on 7/12, 8/18, 8/19 (insert date) on the Town of Camden Village Green, agrees to be responsible for assuring:

1. That the Village Green remains open to the public at all times during the event;
2. That no commercial activity takes place during the event;
3. That the Town is reimbursed for the cost of repairing damage to the grounds and plantings and/or the cost of cleanup due to the event;
4. That all other requirements stipulated in the "Town of Camden Village Green Policy and Use Guidelines" are honored.

Signed *Monica Kelly* Date 6-23-2016  
Printed Name Monica Kelly





Camden Public Library  
55 Main Street  
Camden, Maine 04843

Phone: 207-236-3440  
Fax: 207-236-6673  
[www.librarycamden.org](http://www.librarycamden.org)

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June 17, 2016

Camden Select Board  
Camden Town Office  
Camden, ME 04843

Dear Select Board,

We respectfully ask the Select Board to confirm our newest Camden Public Library Trustees, **Pat Jones and Susan Fitzgerald**, both of Camden.

The current list of Trustees is as follows:

Dan Cheever (president)  
Leslie Curtis  
Susan Flynn  
Jean Freedman-White  
Claudia Griffiths

Dennis McGuirk  
Mik Mikkelsen  
Amy Rollins  
John Claussen  
Tom Stammen

Thank you for consideration of this matter.

Sincerely,

Nikki Maounis  
Library Director

**JOINT AGREEMENT BETWEEN  
THE TOWNS OF CAMDEN AND ROCKPORT  
FOR POLICE CHIEF SERVICES**

THIS AGREEMENT, effective July 2, 2016, is made and entered into by and between the TOWN OF CAMDEN, a municipality under the laws of the State of Maine with a principal address at 29 Elm Street, Camden, Maine 04843 (“Camden”) and the TOWN OF ROCKPORT, a municipality under the laws of the State of Maine with a principal address at 101 Main Street, Rockport, Maine 04856 (“Rockport”), referred to herein collectively as the “Parties.” The Parties recite as follows:

WHEREAS, both State law and the municipalities encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services;

WHEREAS, Randy Gagne is currently employed as the Police Chief for the Town of Camden (“Chief Gagne” or the “Police Chief”);

WHEREAS, upon the retirement of its current police chief effective July 1, 2016, the Town of Rockport has an immediate need for police chief services;

WHEREAS, the Towns wish to establish a 6-month term whereby Chief Gagne, while serving as the police chief for Camden would also serve as the police chief for Rockport pursuant to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth between the Towns, the Parties hereto intend to be legally bound to the terms and conditions of this Agreement and, as such, agree as follows:

1. **Interlocal Agreement; Purpose.** This Agreement shall be considered an interlocal cooperation agreement pursuant to 30-A M.R.S. § 2201 *et seq.* for the purpose of providing shared police chief services.
  
2. **Functional Organization.**
  - a. During the term of this agreement, Chief Gagne will remain solely an employee of the Town of Camden, and the Town of Camden shall be solely responsible for all aspects of Chief Gagne’s employment, including salary and benefits.

- b. The Town of Camden shall provide police chief services to the Town of Rockport through Chief Gagne who will act as Rockport's Police Chief as set forth herein.
- c. Chief Gagne will report to and consult with the Rockport Town Manager on issues relating to police chief services in Rockport.

3. **Scope of Services; Cost.**

- a. During the term of this Agreement, Rockport shall pay Camden thirty-seven percent (37%) of the total employment costs (salary and benefits) for Chief Gagne. Camden will invoice Rockport monthly on a pro rata basis. Camden will continue to pay Chief Gagne directly for such services and will make all appropriate deductions for taxes and benefits and as required by law.
- b. The Police Chief shall perform all duties and responsibilities of a police chief for the Town of Rockport provided for by law, ordinance, regulation and/or policies and procedures. Camden shall provide a cruiser or similar police vehicle to the Police Chief which shall be used as needed for police chief duties and responsibilities in and/or on behalf of Rockport. Duties of the Rockport Chief of Police are attached hereto.
- c. During this period, the Police Chief will work with the Town Managers and members of both departments to develop goals for the departments to accomplish such as: review and update department policies, develop a joint training schedule, and similar tasks to allow for both departments to provide services as effectively as possible.
- d. There will be scheduled reviews of the effectiveness of this agreement during the months of September and November of 2016 to allow for modifications, improvements or to plan for its termination.

4. **Property.** During the term of this Agreement and upon its termination by the Parties, all capital equipment, personal property and real property utilized for the purposes described in this Agreement shall be and remain the property of the Town having purchased and/or acquired such equipment or property.
5. **Term; Termination of Agreement.**
  - a. Term. This Agreement shall be effective through December 31, 2016.
  - b. Should Camden terminate the current Police Chief for any reason, or should he become incapacitated for a period of over thirty (30) days, either Party may terminate this Agreement upon 15 days' written notice to the other Party.
  - c. Either Town shall have the right to terminate this Agreement by providing the other Town with thirty (30) days' written notice or such shorter notice period as agreed to by both Parties.
  - d. In the event that this Agreement is terminated by Rockport, Chief Gagne shall be entitled to continue in his capacity as Police Chief for the Town of Camden (unless similar termination is taken by Camden) under the same terms and conditions that existed prior to entering into this Agreement or under such other terms and conditions as can be reached between Chief Gagne and the Town of Camden.
  - e. In the event of any termination of this Agreement, Rockport shall only be responsible to pay for the period during which Camden provided police chief services under this Agreement. Camden shall invoice Rockport for such services as a pro rata amount of any monthly period.
6. **Administration of Agreement.** The Town Managers of each Town shall be designated the co-administrators of this Agreement. The Town Managers and Police Chief will meet quarterly or more frequently as needed to review program status and draft goals for implementation of this Agreement as necessary. If either Town has any

concerns during the course of this Agreement, they agree to meet with the other Town's manager and the Police Chief to remedy the concerns, including but not limited to a possible amendment of this Agreement.

7. **Responsibility for Claims.** The Parties recognize that, although employed by Camden, Chief Gagne in his capacity as Chief of Police for Camden and Rockport provides services to each Town under this Agreement. Accordingly, the Parties hereto understand and agree that each Town is to be fully and solely responsible for any claims, causes of action, demands, or suits of any kind or nature which may be brought against that Town as a result of services provided for that Town and acts or omissions of the Police Chief within the scope of this Agreement. Accordingly, neither Town hereto undertakes to indemnify the other Town for claims that arise by virtue of any action or inaction of the Police Chief in such other Town. This provision is subject to review and approval by the Maine Municipal Association Risk Pool which provides insurance coverage to both Camden and Rockport.
8. **Insurance.** Each Party shall maintain insurance, or provide self-insurance, at such levels of coverage as may be required by law and as will adequately protect itself from claims that may arise out of or result from the police chief services provided under this Agreement.
9. **Entire Agreement.** This Agreement represents the entire agreement between Camden and Rockport and supersedes any prior agreements, understandings, or representations pertaining to the subject matter of this Agreement and may be amended from time to time only by written agreement of the Parties hereto. Each Party represents that it has the authority to enter into this Agreement and that it is being executed by its duly authorized representatives. This Agreement shall be governed solely by the laws of the State of Maine.



# **Mutual Aid Agreement for Policing Services between the Communities of Camden and Rockport**

This agreement between the participating municipalities and law enforcement agencies is effective July 01, 2016 and supersedes all previous agreements on this subject.

This agreement is made and entered into by and between the Town of Camden and Town of Rockport. The purpose of this agreement is to comply with M.R.S.A. Title 30-A, section 2674, as the same may be amended from time to time.

WHEREAS, the Select Board of the Town of Rockport, by a vote taken on June 27, 2016, at a regular meeting of the Rockport Select Board, agreed to enter into a mutual aid assistance to the Town of Camden police agency;

WHEREAS, the Select Board of the Town of Camden, by a vote taken on June 28, 2016, at a regular meeting of the Camden Select Board, agreed to enter into a mutual aid assistance with the Town of Rockport's police agency; and

Now therefore, in consideration of the mutual promises and covenants contained herein, the Town of Camden and the Town of Rockport intending to be legally bound agree as follows;

1. Mutual aid assistance will be provided when either police agency requires additional manpower and/or resources to protect life or property, to maintain order, to prevent the commission of criminal acts, to prevent the escape of a person who has committed a criminal act, and to ensure officer safety pursuant to standard police practice and training guidelines.
2. Mutual aid assistance in this section is intended to be constant, recurring, and may take place without prompting. Mutual aid described in this section is intended to ensure public safety and to provide adequate police coverage, through effective and efficient scheduling practices, and to enhance investigations through the use of specially trained or experienced staff members, equipment and/or resources.
  - a. It is recognized that this agreement is intended to provide law enforcement officers from both police departments with full law enforcement authority in both communities. Officers will be sworn in both police departments.
  - b. It is recognized that mutual aid assistance in this category includes, but is not limited to, the detection and enforcement of suspicious activities and circumstances, filling patrol shift vacancies, participation in shared training opportunities, providing on duty or on-duty or on-call supervision coverage, conducting investigations, providing coverages for community functions, large gatherings or events and requests for policing services that are reimbursed by private parties

3. That mutual aid assistance will be provided when either police agency requires assistance for a major unplanned incident or when there is lack of sufficient manpower, that potentially jeopardizes the health and welfare of the citizens of the requesting municipality or county and when delay or limited staffing may cause further jeopardy to life or property or in the case of jointly planned collaborative activities.
4. In the event of a mutual aid situation, the Chief of Police or the designee of the agency requiring mutual aid, shall contact, the Chief of Police or his designee of the agency from which mutual aid is being requested, and provide information that is relevant for appropriate response and record-keeping.
5. In the event of a mutual aid situation which is unprompted, the Chief of Police or the designee of the agency providing mutual aid shall immediately contact the Chief of Police or the designee of the agency for which mutual aid is being provided and provide all information that is relevant for proper response and record-keeping.
6. In the event of a mutual aid situation, each assisting agency will furnish personnel, equipment or services that are reasonably necessary, in the opinion of the assisting department's Chief of Police, or the designee. The assisting agency's Chief of Police or his designee must take into consideration; the continuing amount of police protection required within its own jurisdiction when making this decision and may deny a request for mutual aid based on the needs within its own jurisdiction.
7. In the event of a mutual aid situation, each assisting agency will be responsible for the wages, pension, workers compensation and other benefits or liabilities incurred by its own personnel, and shall be liable, if any liability is determined to exist, for personal injury or property damages caused by or occurring to or by its own personnel in the course of providing assistance, except for liability incurred by the command or operational decisions made by the requesting department which will be assumed by the requesting department.

It is understood that each assisting agency remains the employer of its employees and is not the employer of any employee from the other assisting agency. The assisting agencies are not considered joint employers for any purpose.

- a. It is understood that for reimbursable mutual aid events, each municipality will invoice for its own employees, equipment and or services, as determined by the Chief of Police or the designee, through collaboration with each community's respective Town Manager.
  - b. It is understood that during mutual aid situations, police officers from the responding agency may use the equipment, vehicles and/or services of the requesting agency as determined by the requesting agency's Chief of Police or his designee.
8. During mutual aid situations, all personnel from assisting agencies shall report to, and shall work cooperatively under, the direction and supervision of the requesting agency, for the purpose of incident management. At all times police officers shall comply with policies and procedures of the agency. The Towns of Camden and Rockport will have matching police policies and procedures. The policies and procedures will be available to officers on desktop computers, mobile data terminals, and a book copy within each department.

9. Police officers responding to mutual aid assistance requests outside of their appointed jurisdiction shall have the same authority as police officers of the requesting agency and, when assisting other municipalities, shall have the same privileges and immunities as when acting in their own municipality and as an officer of the requesting agency, except as to the service of civil process.
10. The ranking on-duty supervisor will have supervisory authority for either agency if a resident supervisor is not on duty. Supervisors may use unmarked patrol vehicles and have the authority to work in either town if a resident supervisor is not on duty.
11. Each municipality represents to the other that it has full and complete authority to enter into this agreement and the person executing this Mutual Aid Agreement on its behalf is duly authorized to do so.
12. Either municipality may terminate participation in this agreement by vote of the municipality's Municipal Officers, with or without cause, upon written notice to the other municipality party to this agreement. In the event of termination, municipalities remain liable for amounts due and payable under the agreement prior to termination.
13. All written notices shall be deemed to have been properly given if personally delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to a party for whom it is intended as its address herein set forth:

**If to Camden:**

Town Manger  
 PO Box 1207  
 Camden, Maine 04843

**If to Rockport**

Town Manager  
 101 Main St.  
 Rockport, Maine 04856

14. Any subsequent modifications or amendments relating to this Agreement shall be in writing and be signed by both parties.
15. If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to the other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent of the law.
16. Each party represents to the other, and each relies upon the other's representation, that they and their undersigned representatives are fully authorized and empowered to enter into this Agreement and to bind their principals and constituents.
17. The benefits and burdens of this Agreement shall inure to and be binding upon the successors, assigns, and constituents of Camden and Rockport.
18. This Agreement shall be construed and governed under the laws of the State of Maine.

- 19. Each of the parties' hereto agrees to take any and all actions reasonably necessary in order to effectuate the intent, and to carry out the provisions, of this Agreement.
- 20. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

**Signatures**  
**Municipal Officers of the Towns of**

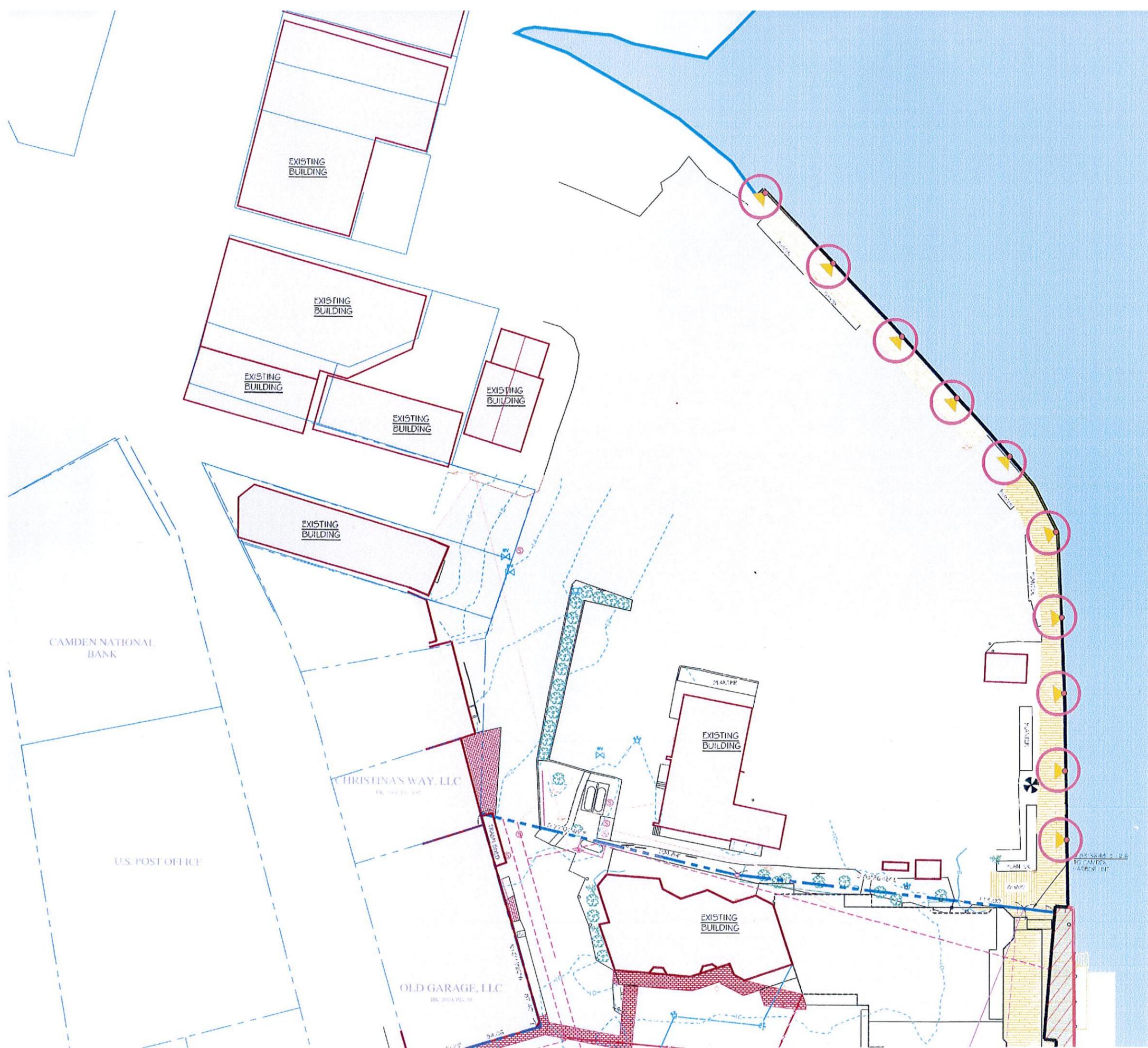
**Rockport**

**Camden**

- |    |                                       |    |                                      |
|----|---------------------------------------|----|--------------------------------------|
| 1. | _____<br>William Chapman, Chair       | 1. | _____<br>John R. French, Jr., Chair  |
| 2. | _____<br>Kenneth McKinley, Vice-Chair | 2. | _____<br>Leonard Lookner, Vice Chair |
| 3. | _____<br>Geoffrey C. Parker           | 3. | _____<br>Marc Ratner, Secretary      |
| 4. | _____<br>Owen Casas                   | 4. | _____<br>James Heard                 |
| 5. | _____<br>Brendan Riordan              | 5. | _____<br>Donald A. White, Jr.        |

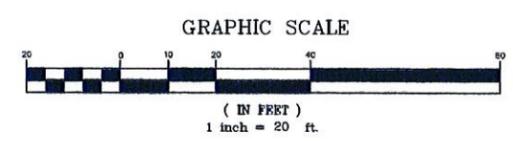
Dated: June 27, 2016

Dated: June 28, 2016



**LEGEND**

	PROPERTY LINE OF SUBJECT PROPERTY
	APPROXIMATE PROPERTY LINE
	UTILITY POLE
	GUY ANCHOR
	OVERHEAD UTILITY LINE
	LIGHT
	HYDRANT
	WATER VALVE
	WATER SHUT OFF
	SIGN
	EXISTING CONTOUR
	STOCKPILE FENCE
	BANITARY MANHOLE
	CONIFEROUS TREE/SHRUB
	DECIDUOUS TREE/SHRUB
	GAS VALVE
	UNLD UNLESS NOTED OTHERWISE
	NEW POST WITH LIGHT



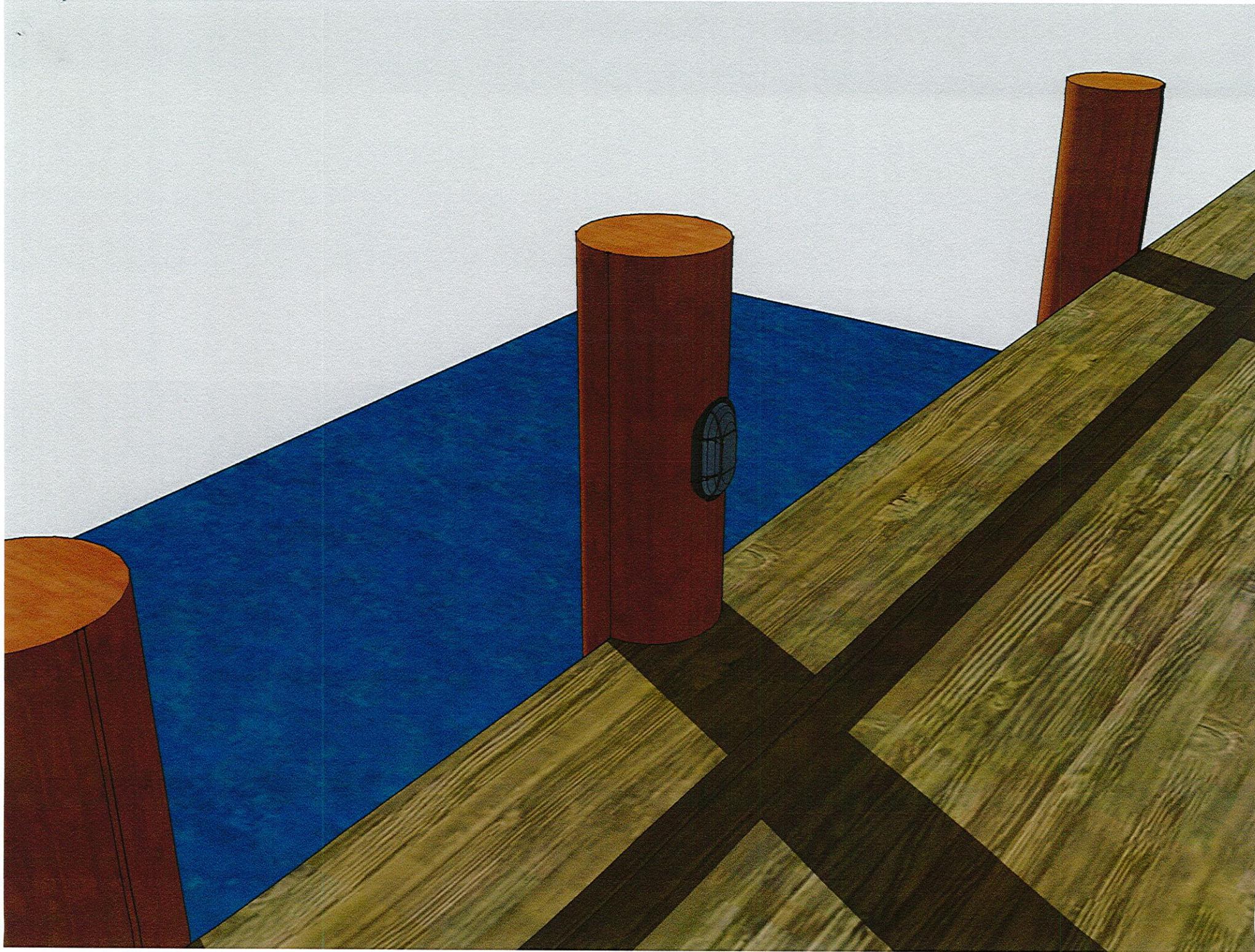
**PLAN REFERENCES:**

1) Standard Boundary Survey, Land of James W. Sharp, Camden, Maine prepared by Lincoln Engineering Company dated September 15, 1966.

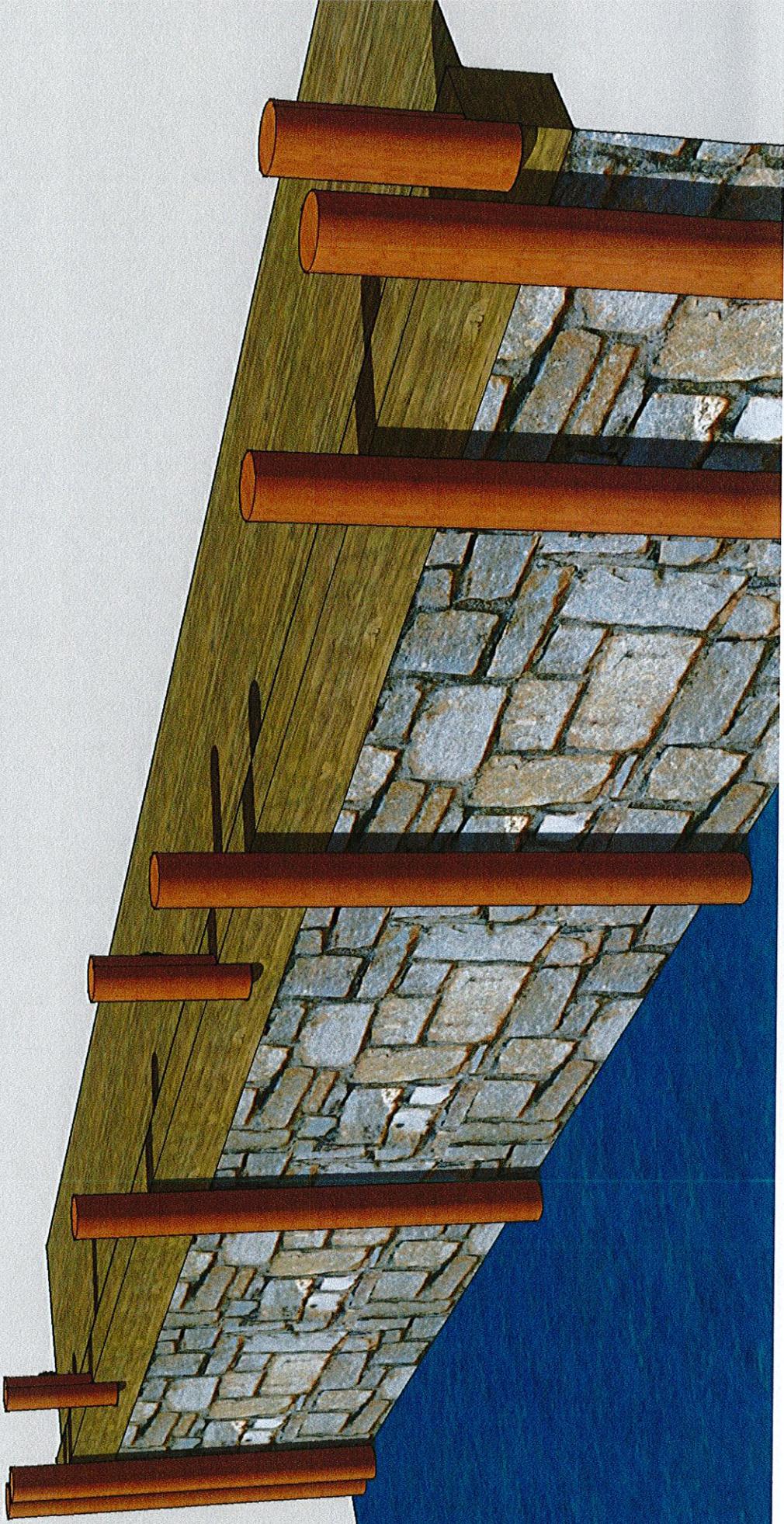
**SURVEYOR'S NOTES:**

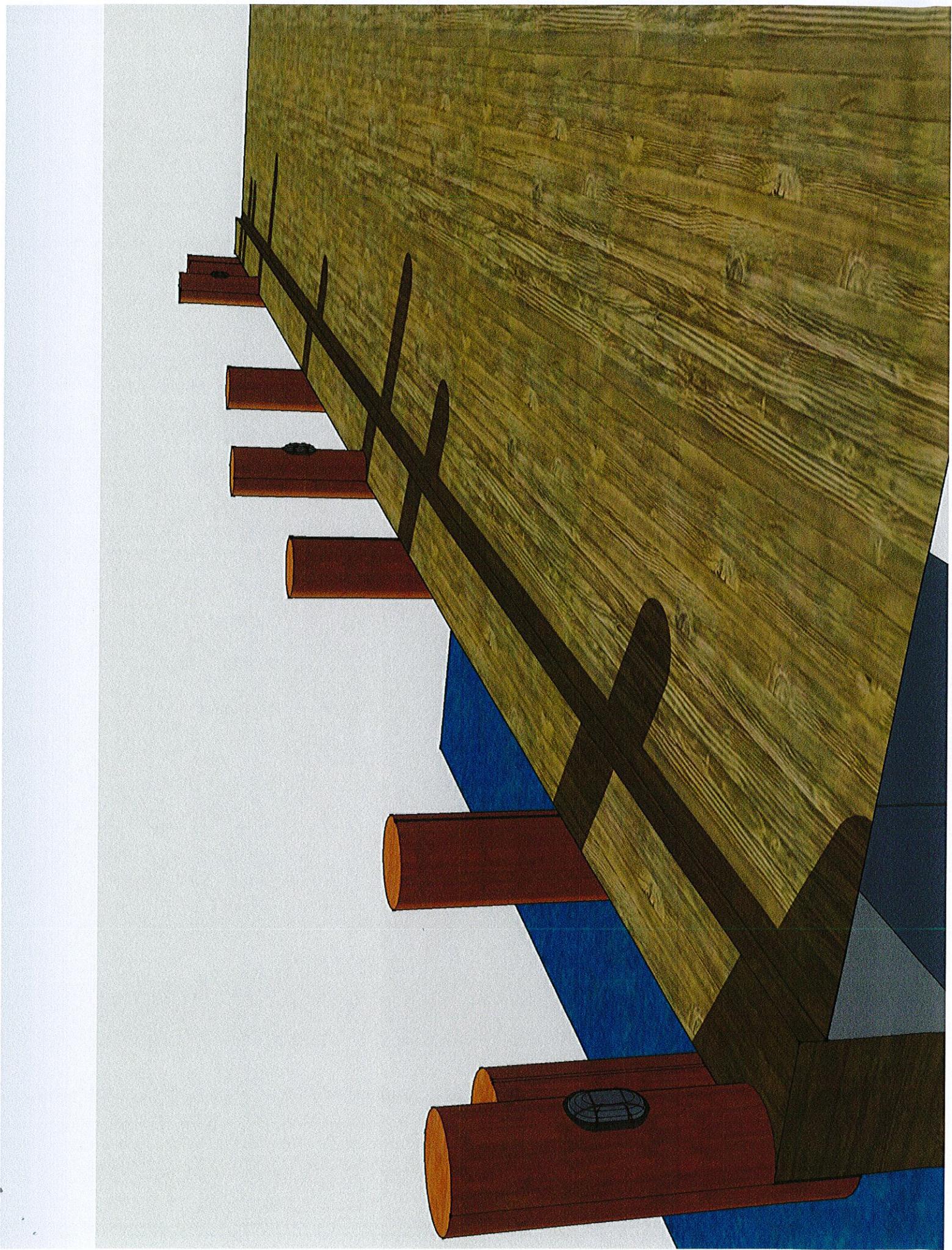
- 1) This is not a boundary survey. Property lines of the subject property shown on this plan are based on plan reference #1. Approximate property lines shown on this plan were taken from the Town of Camden Tax Maps. City limited deed research was performed by the surveyor based on agreement with client.
- 2) All elevations are referenced to Meansea North 2008, derived from a bench mark taken with a hand compass.
- 3) Elevations are based on NAD 83 datum, having elevation 10.24 above mean sea level, National Geodetic Vertical Datum (1988).

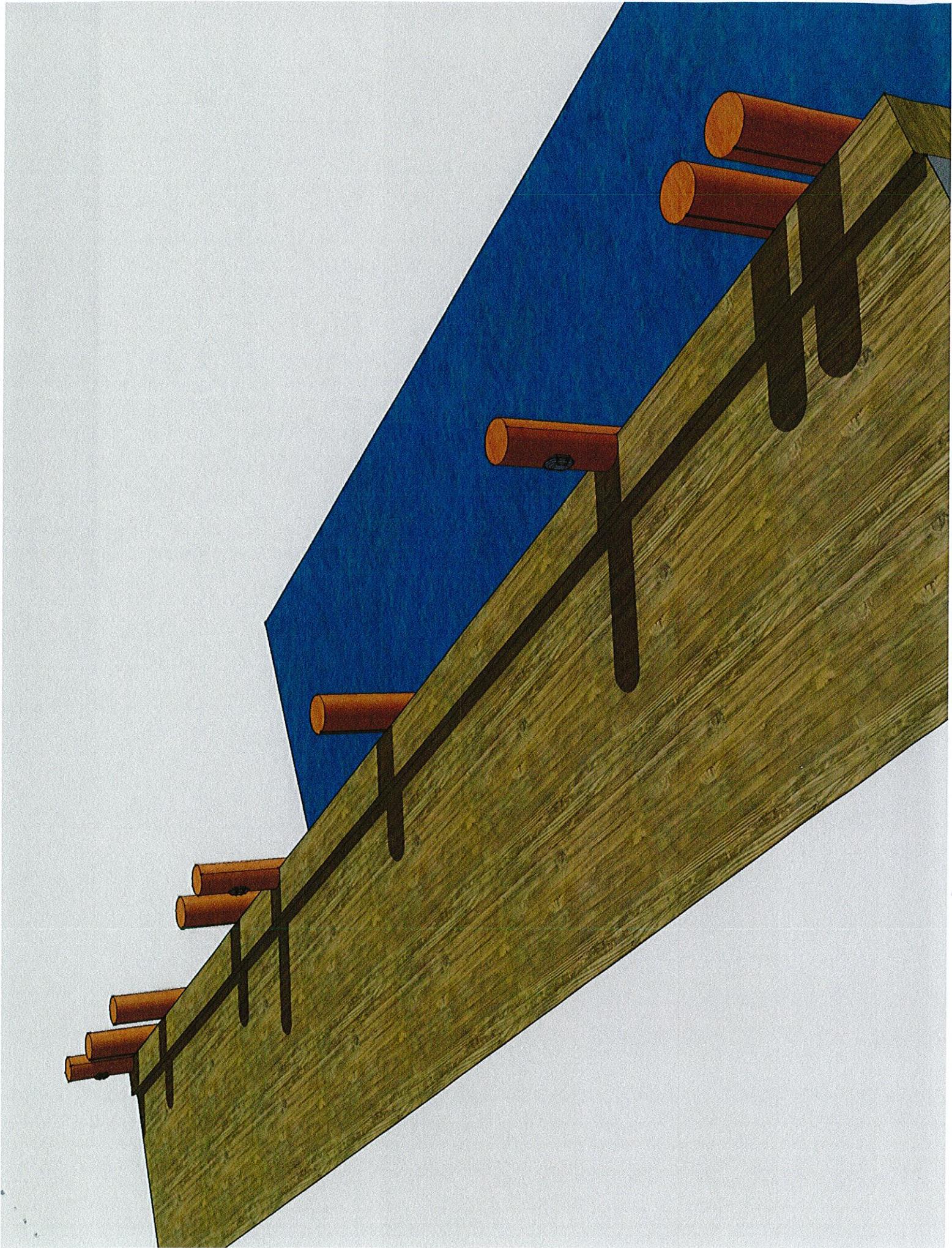
	<b>EXISTING PARKING PLAN</b>	DRAWN BY: JPP/CLP
SHEET TITLE:	SCALE: 1"=10'	DATE: NOVEMBER 2008
CLIENT/PROJECT:	TOWN OF CAMDEN PUBLIC LANDING	CITY OF MAINE
LOCATION:	BAY VIEW STREET TOWN OF CAMDEN	COUNTY: KNOX
<p>59B Union Street P.O. Box 1031 Camden, ME 04843-1031 Ph: (207) 236-4365 Fax: (207) 236-3055 Toll Free: 1-888-282-4365</p>		
<b>ADVANCE</b>		













TOWN OF CAMDEN

TOWN COMMITTEE/BOARD INTEREST FORM

Please fill out this form if you wish to be considered for membership on a Town committee/board:

NAME: Parker S Laite Jr DATE: 6/24/16

STREET ADDRESS: 26 Victoria Rd HOME PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ WORK PHONE: 944-2785

FAX # \_\_\_\_\_ E-mail: pslaitejr@gmail.com

I am interested in serving on the

- Budget Committee/Budget Nominating
- Cemetery Committee
- CEDAC
- Conservation Commission
- Camden- Rockport Pathways Committee
- Downtown Network Board
- Energy Committee
- Harbor Committee
- Historic Resources Committee
- MCSWC Solid Waste Board
- Megunticook Dams Committee
- Opera House Committee
- Parks & Recreation Committee
- Personnel Board
- Planning Board
- Zoning Board of Appeals
- Other

Please tell us about yourself and why you would like to serve on the committee(s) you've listed above.

would like to get back on the committee -

Signature: [Handwritten Signature]

Date: 6/24/16

You are invited to attend the Camden Select Board meeting when they are considering committee appointments and make a brief presentation to the Select Board. Although your presence at a Select Board meeting is not required, the Board does enjoy meeting the citizens who wish to serve the Town. If you have any questions, please call Janice Esancy at the Camden Town Office at 236-3353 or [jesancy@camdenmaine.gov](mailto:jesancy@camdenmaine.gov)



TOWN OF CAMDEN  
TOWN COMMITTEE/BOARD INTEREST FORM

Please fill out this form if you wish to be considered for membership on a Town committee/board:

NAME: Frederick (Rick) Rector DATE: 6/27/16

STREET ADDRESS: 59 Pearl Street HOME PHONE: 236-8301

MAILING ADDRESS: PO Box 341 WORK PHONE: 846-0600 x 267

FAX # 846-0657 E-mail: rrector1@gmail.com

I am interested in serving on the

- |  |   |
|--|---|
| <input type="checkbox"/> Budget Committee/Budget Nominating  | <input type="checkbox"/> MCSWC Solid Waste Board      |
| <input type="checkbox"/> Cemetery Committee                  | <input type="checkbox"/> Megunticook Dams Committee   |
| <input type="checkbox"/> CEDAC                               | <input type="checkbox"/> Opera House Committee        |
| <input type="checkbox"/> Conservation Commission             | <input type="checkbox"/> Parks & Recreation Committee |
| <input type="checkbox"/> Camden- Rockport Pathways Committee | <input checked="" type="checkbox"/> Personnel Board   |
| <input type="checkbox"/> Downtown Network Board              | <input type="checkbox"/> Planning Board               |
| <input type="checkbox"/> Energy Committee                    | <input type="checkbox"/> Zoning Board of Appeals      |
| <input type="checkbox"/> Harbor Committee                    | <input type="checkbox"/> Other                        |
| <input type="checkbox"/> Historic Resources Committee        |   |

Please tell us about yourself and why you would like to serve on the committee(s) you've listed above.

In addition to my time on the Select Board and the Planning Board, I have experience on many other town committees.

Most recently, I've served on the Personnel Board for at least 15 years. I'd like the opportunity to see the revision of the Personnel code we've been working for the past several years completed and put into effect.

\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Date 6/27/16

You are invited to attend the Camden Select Board meeting when they are considering committee appointments and make a brief presentation to the Select Board. Although your presence at a Select Board meeting is not required, the Board does enjoy meeting the citizens who wish to serve the Town. If you have any questions, please call Janice Esancy at the Camden Town Office at 236-3353 or [jesancy@camdenmaine.gov](mailto:jesancy@camdenmaine.gov)