

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, April 7, 2014

6:00 p.m.

Hampden Town Office

1. Meeting Minutes
 - a. March 17, 2014
2. Review & Sign Warrants
3. Old Business
 - a. Bangor Humane Society Contract 2014-2015
 - b. Bid Results – Riverfront Park
4. New Business
 - a. Fees Ordinance Amendments – Recreation Fees
 - b. Acceptance of Maine Forest Service Volunteer Fire Assistance Grant
5. Public Comment
6. Committee Member Comments

FINANCE & ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, March 17, 2014

Attending:

Councilor Greg Sirois	Councilor Ivan McPike
Councilor Tom Brann	Mayor Carol Duprey
Councilor William Shakespeare	Town Manager Susan Lessard
Councilor David Ryder	Residents

The meeting was opened at 5:30 p.m. by Mayor Duprey.

1. Meeting Minutes
 - a. March 3, 2014 – The minutes of the 3/3/2014 meeting were reviewed and approved with no changes or corrections.
2. Review & Sign Warrants – The warrants were reviewed and signed by the Committee members.
3. Old Business
 - a. Balance of Sewer Commitment 10-1-2013 to 12-21-2013 – The Town Manager explained that a second billing for 77 accounts was required because those accounts had been omitted in error from the billing for the 10/1/13 – 12/31/13 quarter. Motion by Councilor McPike, seconded by Councilor Sirois to recommend to the Council the approval of the balance of the Sewer Commitment. Vote 6-0.
 - b. Review of Goals & Objectives Minutes and discussion of Priorities – It was the consensus of those attending to hold a special meeting on March 31st at 5:30 p.m. for the purpose of reviewing the minutes of the 2/8 Goals & Objectives meeting and set priorities for the budget.
4. New Business
 - a. Bangor Humane Society Contract 2014-2015 – The Town Manager presented the proposed contract for a shelter for 2014-15 with the Bangor Humane Society. The contract requires a \$1.35 per capita charge for the year, despite the fact that the Town uses the shelter very little. Resident Terry McAvoy stated that he believes it is ludicrous of the State to force towns to have such contracts. The Committee asked the Town Manager to research what other options there are for shelters for the Town to contract with and bring that information to another meeting.
5. Public Comment - None
6. Committee Member Comments

Councilor Shakespeare questioned why the meeting started at 5:30 p.m. He had no objections to starting early but questioned why it was necessary if the agenda was not long enough to require an earlier start. This question resulted in a discussion about setting a regular time for the meetings so that Councilors and the general public do not get confused. The consensus of the group was to set the start time for all Finance Committee meetings for 6 p.m. and to arrange the agendas to accommodate that time frame.

Motion by Councilor Sirois, seconded by Councilor McPike to adjourn at 6:25 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

Community Contract Information

Community	Amount Paid	Population	Shelter Used	Cost per capita	Distance from	Mileage cost - (Round Trip)
Lamoine		1602	Ellsworth Small Animal Clinic	Per animal	Hampden	
Lincoln	\$ -	5085	No shelter contract		32 miles	\$35.84
Orono	\$4,000	10,362	Animal Orphanage-Old Town	Not a per capita fee	22 miles *	\$24.86
Calais	\$ 8,000.00	3123	PAWS	\$ 2.56	50 miles	\$56.50
Farmington	\$ 13,968.00	7760	Franklin County Animal Shelter	\$ 1.80	86 Miles	\$97.18
Stockton Springs	\$ 2,875.00	1591	Knox County Humane Society	\$ 1.80	61 miles	\$ 68.32
Livermore Falls	\$ 5,067.00	3167	Kennebec Valley Humane Society	\$ 1.60	74 miles	\$ 82.88
Augusta	\$ 30,426.00	19136	Kennebec Valley Humane Society	\$ 1.60	74 miles	\$ 82.88
Oakland	\$ 8,861.00	6240	Waterville Humane Society	\$ 1.42	58 miles	\$ 64.96
Waterville	\$ 22,235.00	15722	Waterville Humane Society	\$ 1.42	58 miles	\$ 64.96
Exeter	\$ 1,545.00	1092	Somerset County Humane Society	\$ 1.41	55 miles	\$ 61.60
Baileysville	\$ 2,250.00	1667	Bangor Humane Society	\$ 1.35	11 miles	\$ 12.43
Hampden	\$ 8,656.00	7257	Bangor Humane Society	\$ 1.35	11 miles	\$ 12.43
Orrington	\$ 4,200.00	3733	Bucksport	\$ 1.13	23 miles *	\$ 25.76
Bridgton	\$ 5,600.00	5600	Harvest Hill Animal Sheleter	\$ 1.00	149 miles	\$ 166.88
Brownville	\$ 800.00	1250	Lincoln County Humane Society	\$ 0.64	98 miles	\$ 109.76
Ellsworth	per animal	7741	Ellsworth Small Animal Clinic	Per animal	32miles **	\$ 35.84
	per animal	7741	Hancock County SPCA - Trenton	Per animal	34 miles **	\$ 38.08
* Not accepting contracts with other communities						
** Small facility - The Small Animal Clinic is basically a vet and animals taken there often then go to the Hancock County SPCA in Trenton which is a small facility						

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TOWN OF HAMPDEN
RIVERFRONT PARK & APPURTENANCES

BID SHEET
March 19, 2014
10:00 AM

BIDDER	TOTAL BASE BID
Gardner Enterprises	440,293.00
Sitewerx	349,000.00
Federal Program Integrators, LLC	478,540.72
D & H Construction, Inc.	287,417.00
Hughes Bros	296,535.00
Lane Construction	352,925.00
R A Paradis & Son	323,900.00
Maine Earth	248,985.00
Sargent Corp.	347,547.00

TOWN OF HAMPDEN

Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Fees Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

TOWN OF HAMPDEN, MAINE
FEES ORDINANCE

ARTICLE 6
RECREATION
Amended 11-17-03

6.1. **Recreation Fee Waiver Policy:** Any person interested in any Hampden Recreation program that feels they do not have the financial means to afford the full fee shall receive a waiver at the sole discretion of the Recreation Director. Full or partial fee waivers may be given as determined by financial need and the recreation program for which the waiver is requested.

~~6.2. **Program Fees:**~~

- ~~6.2.1. Kids Kamp _____ \$110.00/full week~~
- ~~6.2.2. Kids Korner morning session _____ \$6.00/day~~
- ~~6.2.3. Kids Korner afternoon session _____ \$10.00/day~~
- ~~6.2.4. Team Sport Resident eight week session _____ \$25.00~~
- ~~6.2.5. Team Sport Non-Resident eight week session _____ \$30.00~~
- ~~6.2.6. Individual Sport length of session varies _____ Cost plus basis~~

~~6.3. **Resident Play Field Rental Fees** (all requests subject to availability and require submission of a completed facility request form):~~

- ~~6.3.1. Single Field, Single Game _____ Cost plus basis~~
- ~~6.3.2. Single Field, Entire Day _____ Cost plus basis~~
- ~~6.3.3. Single Field, Multi-week Program _____ Cost plus basis~~
- ~~6.3.4. Single Field, In-Town Travel Teams per game _____ Free~~

~~6.4. **Non-Resident Play Field Rental Fees** (all requests subject to availability and require submission of a completed facility request form):~~

- ~~6.4.1. Single Field, Single Game _____ \$50.00 plus Cost~~
- ~~6.4.2. Single Field, Entire Day _____ \$100.00 plus Cost~~
- ~~6.4.3. Single Field, Multi-week _____ \$40.00 plus Cost/per use~~
- ~~6.4.4. Single Field, Use of Lights _____ \$15.00 per event~~

6.2. **Program Fees:**

- 6.2.1. Kids Kamp _____ \$140.00/full week
- 6.2.2. Kids Korner AM Program _____ \$8.00/day
- 6.2.3. Kids Korner PM Program _____ \$12.00/day
- 6.2.4. Kids Korner Half Day Program (12-6 PM) _____ \$25.00/day

6.2.5.	Kids Korner Full Day Program (7 AM-6 PM)	\$40.00/day
6.2.6.	Team Sport-Resident (depend on session length)	\$35.00-\$40.00
6.2.7.	Team Sport-Non Resident (depend on session length)	\$40.00-\$45.00
6.7.8.	Program Registration Late Fee (per person, per program)	\$10.00

6.3. Skehan Recreation Center Fees:

(all requests are subject to availability and require advance written reservation contract and payment)

6.3.1.	Gymnasium Rental-1/2 Gym	\$25.00/hour
6.3.2.	Gymnasium Rental-Full Gym	\$50.00/hour
6.3.3.	Allen Fitness Room Rental	\$25.00/hour
6.3.4.	Interior Classroom Rental	\$25.00/hour
6.3.5.	Gymnasium Rental Full Day	negotiated at contract
6.3.6.	Allen Fitness Room Rental Full Day	negotiated at contract
6.3.7.	Interior Classroom Rental Full Day	negotiated at contract
6.3.8.	Affiliated Program Rental 1/2 Gym	\$12.50/hour
6.3.9.	Affiliated Program Rental Full Gym	\$25.00/hour
6.3.10.	Gymnasium Rental-Multi Day/Multi Week	negotiated at contract
6.3.11.	Private Party Rental	\$100.00

2 hours full gym includes classroom for any food consumed

6.4. RESERVED Outdoor Play Field/Space Rental Fees: Ball Field or Soccer Field

(all requests are subject to availability and require advance written reservation contract and payment)

6.4.1.	Single Field/Single Game-Resident	\$25.00
6.4.2.	Single Field/Full Day-Resident	\$50.00
6.4.3.	Single Field-Multi Day/Multi Week-Resident	negotiated at contract
6.4.4.	Affiliated Program Rental	Free/subject to availability
6.4.5.	Single Field/Single Game-Non Resident	\$50.00
6.4.6.	Single Field/Full Day- Non Resident	\$100.00
6.4.7.	Single Field-Multi Day/Multi Week-Non Res.	negotiated at contract
6.4.8.	Single Field-Light Use	\$15.00 per event



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0022

4-b

WALTER E. WHITCOMB
COMMISSIONER

January 21, 2014

Firefighter Jason Lundstrom
Hampden Fire Department
106 Western Ave.
Hampden, ME 04444

Dear Firefighter Lundstrom,

The Maine Fire Chief's Forestry Committee met on December 19, 2013 to review applications for Volunteer Fire Assistance (VFA) grants for FY-2013. We are pleased to inform you that the Committee awarded the Hampden Fire Department \$3,646.80 in grant funds to be used with an equal share of local funds, to purchase the following items:

Item:	Quantity:	Unit Cost	Total Cost	MFS Share
Nomex Shirts	30	\$86.80	\$2,604.00	\$1,302.00
Nomex Pants	30	\$87.17	\$2,615.10	\$1,307.55
Wildland Fire Helmet	30	\$40.48	\$1,214.40	\$607.20
Firefighter Work Gloves	30	\$17.76	\$532.80	\$266.40
Safety Goggles	30	\$10.91	\$327.30	\$163.65

Please note that the Committee may not have funded all items requested by you, may have reduced the number of items requested, and in some cases may have reduced the per item cost based on guidance provided in the grant announcement (costs not to exceed GSA pricing by more than 10%).

I have enclosed the original "Agreement for State Assistance" and "Assurances" forms for your review and signature. Please return these forms to my attention at the address above no later than April 1, 2014. These forms must be on file before we can process your reimbursement. Read the "Agreement for State Assistance" carefully. The agreement specifically states that you must complete the project before submitting your invoices for reimbursement. The agreement also states that "if the recipient is unable to meet the deadline of the aforementioned date, written notification must be made to the State Supervisor, Forest Protection Unit, at least seven (7) days prior to June 30, 2014.

DOUGLAS P. DENICO
DIRECTOR

18 ELKINS LANE, HARLOW BUILDING
AUGUSTA, ME 04330
www.maineforestservice.gov

PHONE: 207-287-2791
OR: 800-367-0223
FAX: 207-287-8422

*****REIMBURSEMENTS*****

As soon as your purchases have been made, and as soon as your project is complete, you must send copies of the original invoice(s) and documented proof of payment (faxed documents will not be allowed). The following is a list of what is needed to process a reimbursement through the accounting department.

If purchase is made by the town:

1. A copy of the town warrant sheet(s) indicating the vendor paid, date paid, check number and amount; and
2. A copy of all invoices indicating the items purchased.

If purchase is made by the Fire Department:

1. A copy of the canceled check(s); and
2. A copy of the actual invoice(s) indicating the items purchased.

As soon as all documentation is received, your town or department will be reimbursed one-half of the authorized project costs. Purchases must be made after January 20, 2014 to qualify for reimbursement. Only individual item listed as approved in this letter costing less than \$4,999 each will be reimbursed.

The deadline for completing projects and submitting all necessary paperwork is June 30, 2014.

If you have any questions about these procedures, or if I can help you in any way, please call me at (207)287-4993 or you may reach me by e-mail at alan.w.hammond@maine.gov.

Sincerely,



Alan Hammond,
State Planning and Training Coordinator

**AGREEMENT FOR STATE ASSISTANCE
VOLUNTEER FIRE ASSISTANCE PROGRAM**

In consideration of the performance of the terms and conditions hereinafter set down in this agreement, the State of Maine, Department of Agriculture, Conservation, and Forestry hereby awards to the Hampden Fire Department the sum of \$3,646.80 pursuant to the provisions of the Rural Community Fire Protection Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, Title IV) upon the following terms and conditions:

1. **EXPENDITURES.** The sum herein before mentioned, or any part of it, shall be spent only for the items or services listed as "items" on the letter of approval, which was approved by the RCFP Selection Committee, and no others, without the express written consent of the Bureau of Forestry 60 days after receipt of the aforementioned letter.
2. **MATCHING FUNDS.** The recipient shall provide an amount or in kind services at least equal to the State's award to fund the expenditures authorized in Section 1 in such form and at such time as the Bureau of Forestry may direct, but in no event later than **June 30, 2014.**
3. **FEDERAL LAW.** The recipient shall, in good faith, abide by all applicable Federal laws, rules, regulations and guidelines in the performance of its obligations hereunder.
4. **REPORTS.** The Bureau shall have access to and the right to examine all records, books, papers, and documents related to this grant for at least three (3) years after completion of the project. A final report on the expenditures of the project funds shall be submitted, together with copies of warrant numbers, canceled checks, and other evidences of expenditures, to the Bureau of Forestry after the completion of the project.
5. **COMPLETION DATE.** The completion of this program by the recipient shall be made no later than **June 30, 2014.** If the recipient is unable to meet the deadline of the aforementioned date, written notification must be made to the Supervisor, Forest Protection Division at least seven (7) days prior to the aforementioned completion date.
6. **INVENTORY.** The recipient agrees to keep all equipment purchased under this agreement with an original acquisition value of \$1,000 or more, available for inspection and/or inventory by the Bureau at any reasonable time, and agrees to see that the red RCFP sticker remains affixed to such equipment at all times.
7. **DISPOSAL.** The recipient agrees to contact the Bureau and receive its approval before disposing of any property covered under this agreement.
8. **PERFORMANCE.** This agreement shall be canceled upon written demand of the Supervisor, Forest Protection Division, when in his sole discretion, he determines that the recipient or any contractor receiving funds under this grant is unsatisfactory by reason of failure to provide equipment or services reasonably adequate to meet the fire protection needs to be met under this grant in a timely manner.
9. **LIABILITY.** The recipient agrees to defend or cause to be defended and to indemnify and hold the State of Maine harmless against any and all claims, suits, damages or causes of action for damages, and against any orders, decrees, or judgments which may be entered thereon, brought for damages or alleged damages from any injury, for any injury to person or property or loss of life sustained in any manner arising out of the performance of this agreement, or where such damages or alleged damages are attributable to acts of, or failure to perform a duty or act by the recipient for the invitees, guests, employees, contractors, or agents of the recipient.

Dated this: January 21, 2014

Return this form to:

Alan Hammond
Maine Forest Service
22 State House Station
Augusta, ME 04333-0022

By

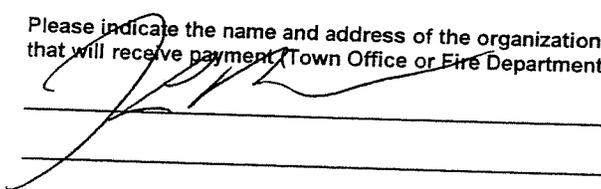


Alan Hammond

The State of Maine requires that all recipients receiving payments from any state agency must provide their federal tax identification number before any payments are issued from the State of Maine, Department of Treasury. This number is assigned by the United States Government, Treasury Department, Internal Revenue Service. Please write in your nine (9) digit federal tax identification number below before sending this Agreement back to the State of Maine, Department of Conservation. NOTE: This number and address listed below must match with the information listed on the application that was processed by the Internal Revenue Service.

VC # _____

Please indicate the name and address of the organization that will receive payment (Town Office or Fire Department).



Recipient's Signature

THIS AGREEMENT MUST BE SIGNED AND THE ORIGINAL RETURNED BEFORE REIMBURSEMENT CAN BE ISSUED.

ASSURANCES-

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination;. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality and control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (b) notification of violating facilities pursuant to EO 11738,
 - (c) protection of wetlands pursuant to EO 11990;
 - (d) evaluation of flood hazards in flood plains in accordance with EO 11988,
 - (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).