

**FINANCE & ADMINISTRATION COMMITTEE MEETING
AGENDA**

Monday, December 2, 2019

6:00 p.m.

Hampden Town Office

1. Meeting Minutes – 11/04/2019 and 11/18/2019
2. Review & Sign Warrants
3. Unfinished Business
 - a. Town Manager Search update – if needed
 - b. Council rules discussion
4. New Business
 - a. Recommendation regarding review and approval of FY20 Service Charges - *Requested by Kelly Karter, Tax Assessor*
 - b. Recommendation for Council to award the contract for the Western Avenue sidewalk project to Maine Earth for \$244,723 – *Referral from Infrastructure Committee*
 - c. Recommendation for the expenditure of \$166.56 from Computer Reserve Account (3-711-00) to purchase a RAM upgrade and Windows 10 license for a Public Safety Toughbook – *Requested by Mike Chasson, IT Director*
5. Public Comment
6. Committee Member Comments
7. Manager's Comments
8. Adjourn

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, November 4th, 2019

6:00 p.m.

Hampden Town Office

MINUTES

Attending:

Mayor McPike

Councilor Jarvi

Councilor Wright

Councilor Ryder

Councilor McAvoy

Councilor Marble

Paula Scott, Interim Town Manager/Clerk

Jennifer Mahon, Deputy Clerk

Chair Wright called the meeting to order at 6:00 p.m

1. Meeting Minutes – 10/21/2019

Councilor Marble made the motion to accept, seconded by Mayor McPike.

Vote was 5-1-0

2. Review & Sign Warrants

3. Unfinished Business

a. Town Manager Search update – None

b. Council rules discussion – Councilor Wright moved the Council Rules down the agenda

4. New Business

a. Recommendation for the expenditure of an amount not to exceed \$4,000 from Municipal Building reserve account (3-702-00) for

installation of the dehumidification unit in the basement – *requested by DPW Director Currier*

Motion made by Councilor Jarvi, seconded by Councilor Marble; Vote was 6-0-0.

- b. Recommendation for the expenditure of an amount not to exceed \$7,054 from Municipal Building reserve account (3-702-00) to replace the exterior site lighting – *requested by DPW Director Currier*

Motion made by Councilor Jarvi for recommendation, seconded by Councilor Marble; Vote was 6-0-0.

- c. Recommendation for the expenditure of \$2,280 from the Environmental Trust, Income for the purpose of reimbursement of eligible FY19 stormwater management expenses – *referral from Environmental Trust Committee*

Motion made by Councilor Jarvi for recommendation, seconded by Mayor McPike; Vote was 6-0-0.

- d. Recommendation for the expenditure of \$34,521.51 from the Environmental Trust, Income for the purpose of reimbursement of eligible FY20 stormwater management expenses – *referral from Environmental Trust Committee*

Motion made by Councilor Jarvi for recommendation, seconded by Councilor Marble; Vote was 6-0-0.

- e. Recommendation for the expenditure of an amount not to exceed \$1,100 from Library Reserve account (3-763-00) to pay for the emergency replacement of the hot water heater – *requested by Debbie Lozito, Library Director*

Motion made by Councilor Wright for recommendation, seconded by Councilor Jarvi; Vote was 6-0-0.

- f. Recommendation for the expenditure of \$1,516.18 from Computer Reserve account (3-711-00) to purchase a replacement scanner for the Code Department – *requested by Ryan Carey, CEO*

Motion made by Councilor Wright for recommendation, seconded by Councilor Jarvi; Vote was 6-0-0.

- g. Council award of contract for the Western Avenue sidewalk project – *requested by DPW Director Currier*

No action taken per Interim Town Manager Scott

- h. Review of the Scope of Service for the Western Avenue parking & stormwater project – discussion only

Councilor Jarvi discussed the Council Rules in the packet, talked about streamlining Finance & Administration Committee Meetings. Discussed sending Articles 1-3 to Interim Manager Scott.

Motion moved by Councilor Wright to forward Articles 1-3, seconded by Councilor McAvoy; Vote was 6-0-0.

- 5. Public Comment - None
- 6. Committee Member Comments - None
- 7. Manager's Comments - None
- 8. Adjourn – The meeting adjourned at 6:46 pm

Respectfully Submitted

Jennifer Mahon
Deputy Clerk

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, November 18th, 2019

6:00 p.m.

Hampden Town Office

MINUTES

Attending: Paula Scott, Interim Town Manager/Clerk
Mayor McPike Jessica Albee, Recording Clerk
Councilor Jarvi
Councilor Wright
Councilor Ryder
Councilor McAvoy
Councilor Marble
Councilor Wilde

Chair Wright called the meeting to order at 6:01 p.m.

1. Meeting Minutes – None
2. Review & Sign Warrants - Committee members reviewed and signed the disbursement warrants.
3. Unfinished Business
 - a. Town Manager Search update – It was mentioned that the Council will be interviewing a candidate on Wednesday night at 6:30 p.m.
 - b. Council rules discussion – The Council rules was discussed in detail
4. New Business
 - a. Recommendation regarding engaging the firm of Eaton Peabody as bond counsel for the 2019 SRF bond anticipation note and general obligation bond in the amount of \$754,000 for the Western Avenue & Dewey Street sewer project

Motion made by Councilor Wright, seconded by Councilor Marble;
Vote was 6-0-0.

b. Recommendation for Council to execute the 2019 SRF bond anticipation note and general obligation bond in the amount of \$754,000 for the Western Avenue & Dewey Street sewer project

Motion made by Councilor Wright, seconded by Councilor Marble; vote was 6-0-0.

5. Public Comment - None
6. Committee Member Comments - None
7. Manager's Comments – None
8. Adjourn – The meeting adjourned at 6:59 p.m.

Respectfully Submitted

Jessica Albee
Recording Clerk

4-a

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-4500
Fax: (207) 862-5067

To: Paula Scott, Interim Town Manager and Council
From: Kelly J. Karter, Town Assessor *Kelly*
RE: Service Charge Accounts
Date: November 26, 2019

As you know, annually, I calculate the Service Charges that are assessed to residential property that is exempt from taxation, but receiving rental income. The Housing Foundation has filed its' financial documents and I have calculated the full amount of their service charge and noted the amount due after those adjustments. One entity, EMMC, renting their facility to Spurwink School will not be billed again this year per our attorney's advice. We need to update our current ordinance before we address this issue again.

As a reminder, these Service Charges are levied by the Municipal Officers per Section 5 of the Service Charge Ordinance. The assessor's function is the mathematical calculation of that charge.

In the past the calculated charge has far exceeded the allowed charge per the ordinance and we have decided to bill the amount paid last year requesting the financials and supplement the entities if there is an increase.

The Service Charges are as follows:

The Housing Foundation:	\$ 7,230.00 (paid)
Penquis Mental Health	\$ 243.97
OHI George Street	\$ 843.98
OHI Patterson Road	\$ 223.90
New Communities Inc.	\$ 323.77
Community Housing of Maine	\$ 353.08

Along with this billing we will be requesting that the financials be sent to us by August of 2020 so that the bills can be calculated properly and hopefully we can avoid the abatement and supplemental issue.

As has been discussed in the past, the best solution might be to institute a PILOT (payment in lieu of taxes) program where the entities enter into an agreement to pay for the municipal services that they receive even though they are tax exempt.

Also, as a note, the State of Maine has recently tightened its' requirements for single family housing being utilized for "group homes" and those requirement changes may prevent some of these smaller residences from qualifying as a group home in the future.

Also worthy of note is that Bangor has recently instituted a "charge" for repeated calls to some of these types of facilities and there is some heavy utilization for some of these exempt entities that have "no lift" policies and behavioral patients.

PROPERTIES SUBJECTED TO SERVICE CHARGES

Property Owner	FY19					FY18				
	Amount Invoiced	Amount Paid	Difference (Abatement)	Notes	Amount Invoiced	Amount Paid	Difference (Abatement)	Notes		
Community Housing of Maine 177 Canaan Road (Map 5 Lot27-A)	\$ 2,513.95	\$ 353.08	\$ 2,160.87	Paid 03/25/19	\$ 2,338.56	\$ 192.78	\$ 2,145.78	Paid 11/29/17		
New Communities 1282 Kennebec Road (Map 1 Lot 23-A)	\$ 6,286.94	\$ 323.77	\$ 5,963.17	Paid 03/18/19	\$ 5,848.32					
OHI George Street 35 George Street (Map 23 Lot 70-C)	\$ 2,531.84	\$ 843.98	\$ 1,687.86	Paid 02/26/19	\$ 2,355.20					
OHI Patterson Road 143 Patterson Road (Map 5 Lot 39)	\$ 1,938.78	\$ 223.90	\$ 1,714.88	Paid 02/26/19	\$ 1,803.52					
Penguins Mental Health Services 1012 Carmel Road North (Map 1 Lot 31-A)	\$ 2,324.06	\$ 243.97	\$ 2,080.09	Paid 03/04/19	\$ 2,161.92					
The Housing Foundation 113 Western Avenue (Map 31 Lot 8)	\$ 7,113.00	\$ 7,113.00	\$ -	Paid 9/18/18	\$ 7,009.00	\$ 7,009.00	\$ -	Paid 12/7/16		
Acadia Hospital Corp/Aspenledge	N/A				\$ 4,256.60	N/A				
	\$ 22,708.57	\$ 9,101.70	\$ 13,606.87		\$ 25,773.12	\$ 7,201.78	\$ 2,145.78			



Transportation Enhancement Project Agreement

Between the

Maine Department of Transportation

And the

Town of Hampden, Maine

Route 9 Sidewalk: Federal Project AC-STP-1940(100)X; MaineDOT WIN 019401.00

This Agreement for the above-referenced Project is made between the Maine Department of Transportation, an agency of Maine State Government having its headquarters on Child Street in Augusta, Maine (“the **MaineDOT**,”) and the Town of Hampden, a municipal corporation and body politic having its principal offices at 106 Western Avenue in Hampden, Maine (“the **Town**.”)

WHEREAS, the **Town** was awarded Transportation Enhancement funding through the MaineDOT Quality Community Program to design the Project described herein; and

WHEREAS, the **MaineDOT** authorized the **Town** to administer the Project locally; and

WHEREAS, this Agreement sets out requirements for the Project and terms and conditions of the **MaineDOT**’s funding to the **Town**.

NOW, in consideration of the foregoing, the **MaineDOT** and the **Town** hereby agree as follows:

ARTICLE I. PROJECT OVERVIEW

- A. **SCOPE OF WORK:** The approved scope of work consists of design and permitting work for a sidewalk and drainage improvements along Route 9 to close a gap between Sidney Boulevard and Mayo Road (“the **Project**.”) The work shall be performed by or for the **Town** and accepted by the **MaineDOT**. Any change to this scope of work shall be approved in writing by the **MaineDOT**.
- B. **FUNDING.** The **MaineDOT** has approved Eight Thousand Dollars (**\$8,000**) for the Project, consisting of eighty percent (**80%**) from the **MaineDOT** and a twenty percent (**20%**) match from the **Town**, as shown in Article III. Project costs eligible for funding through the **MaineDOT** shall not exceed this amount without the **MaineDOT**’s written approval.
- C. **ROLE OF TOWN:** The **Town** shall take the lead in developing the Project and shall assign a Project Administrator to oversee all local responsibilities. This person – or his or her qualified designee – shall be responsible for the Project at all times.
- D. **ROLE OF MAINEDOT:** The **MaineDOT** will assign a Project Manager to advise, review and approve on behalf of the State. This person – or his or her designee – will have the authority to approve or deny payment of reimbursement requests; review and require revision of plans and specifications; inspect, reject and stop work; and take all other action necessary to ensure proper performance of this Agreement.

ARTICLE II. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **Town** shall receive “Notice to Proceed from the **MaineDOT** before starting any work on the Project. Any municipal costs incurred prior to such authorization shall be neither eligible for reimbursement nor credited toward the Town’s match.
- B. **BUDGET AND SCHEDULE.** Upon receiving “Notice to Proceed,” the **Town’s** Project Coordinator shall review with the **MaineDOT** Project Manager the proposed scope of work, budget, schedule, and requirements for the Project. Within sixty (60) days of receiving such Notice, the Town shall provide the **MaineDOT** with the following:
1. Milestones and dates to establish a baseline schedule and measure the Town’s progress.
 2. An updated line-item budget of itemized costs. Once the **MaineDOT** has approved the budget, expenditures may not exceed any cost category or line-item amount by more than ten percent (10%) without the **MaineDOT’s** written approval.
- C. **CONSULTANT SERVICES.** The **Town** may contract for engineering services as necessary to develop the Project, provided that:
1. A qualifications-based selection process shall be used, pursuant to Part 172 of Title 23 of the U.S. Code of Federal Regulations (CFR), “Administration of Engineering and Design Related Service Contracts.” Price cannot be a scoring factor.
 2. No contract shall be awarded without the approval of the **MaineDOT**.
 3. The **MaineDOT’s** *Consultant General Conditions* shall govern all non-construction work: <http://www.maine.gov/mdot/cpo/docs/general/consultant-general-conditions.pdf>
- D. **DESIGN.** The **Town** or its consultant shall prepare all design plans, specifications, estimates and contract documents, in accordance with the **MaineDOT’s** standards and procedures. Design features shall follow applicable sections of the **MaineDOT’s** *Highway Design Guide*, its *Standard Specifications*, and its *Standard Details*. Plans, specifications, estimates and contracts shall be submitted to the **MaineDOT** for review and approval.
- E. **UTILITIES.** Plans and specifications shall conform to the **MaineDOT** *Utility Accommodation Policy*. The **Town** or its consultant shall coordinate all matters regarding utilities, prepare all documentation, and submit such documentation to the **MaineDOT** for review and approval.
- F. **PUBLIC PARTICIPATION.** The **Town** shall encourage and provide opportunity for public participation in the development of the Project.
- G. **PERMITS.** The **Town** or its consultant shall obtain all approvals, permits and licenses necessary to construct the Project. Copies shall be provided to the **MaineDOT**.
- H. **ENVIRONMENTAL PROCESS.** The **Town** or its consultant shall prepare and submit to the **MaineDOT** for review all required environmental documents. The **MaineDOT** will submit to the Federal Highway Administration all documentation required under the *National Environmental Policy Act*.

- I. **PROPERTY ACQUISITION.** Given that Route 9 is a State Highway, the **MaineDOT** has primary responsibility for acquiring any property rights necessary to construct and maintain the Project. If the **MaineDOT** delegates this responsibility to the **Town**, the following process shall be followed:
1. The **Town** shall follow applicable provisions of the Federal *Uniform Relocation Assistance and Real Property Acquisition Act of 1970* (49 CFR, Part 24).
 2. Upon completion of the right-of-way process, the **Town** shall certify in writing to the MaineDOT that it has acquired all property rights.

ARTICLE III. COST-SHARING & REIMBURSEMENT

- A. **MaineDOT SHARE.** The **MaineDOT** – using funding from the Federal Highway Administration – will be responsible for eighty percent (**80%**) of all Project costs eligible for such funding, not to exceed Six Thousand Four Hundred Dollars (**\$6,400**, or **80%** of **\$8,000**.)
- B. **LOCAL SHARE.** The **Town** shall be responsible for a non-Federal match of twenty percent (**20%**) of all Project costs eligible for Federal funding, including its share of costs incurred by the MaineDOT as described in Paragraph C below. Accordingly, the **Town's** matching share is approximately One Thousand Six Hundred Dollars (**\$1,600**, or **20%** of **\$8,000**.)
1. Additionally, the **Town** shall be responsible for all costs deemed ineligible for Federal funding and all costs exceeding Eight Thousand Dollars (**\$8,000**), unless otherwise approved by the **MaineDOT** through a Modification to this Agreement.
- C. **MAINEDOT COSTS.** All costs incurred by **MaineDOT** staff in the development and oversight of the Project shall be accounted for with Project funds. Such costs may include – without limitation – design reviews, environmental support, and right-of-way support. These costs will be deducted from the final billing from the **Town**.
- D. **REIMBURSEMENT.** The **MaineDOT** shall reimburse the **Town** for the Federal portion of eligible Project costs described in Paragraph A. The **Town** shall bill the **MaineDOT** no more frequently than monthly for such costs, which are incurred whenever work is performed, goods and services are received, or a cash payment is made. Bills are subject to the following conditions:
1. Claims shall be submitted on the **Town's** billhead and reference WIN 019401.00.
 2. Each invoice shall contain an itemized account of expenditures consistent with the approved Project budget required in Article II.C.2. Backup documentation and proof of payment made must accompany each invoice.
 3. Each invoice must have an accumulative total by budget line item and a breakdown of the MaineDOT's and **Town's** shares of total costs.
 4. Each claim shall include a certification from the **Town's** Project Coordinator that all amounts claimed are correct, due and not claimed previously, and that all applicable work was performed in accordance with the terms of this Agreement.

5. Any claim for less than one thousand dollars (\$1,000) shall be deferred until the next regular billing period in which at least one thousand dollars (\$1,000) is incurred or until a final invoice is submitted for reimbursement.
- E. The **MaineDOT** will recover any payment to the **Town** for any action or activity deemed ineligible for Federal funding. The **MaineDOT** will have the additional remedy of withholding Project-related reimbursements to the **Town**.

ARTICLE IV. NON-APPROPRIATION

- A. Notwithstanding any other provision of this Agreement, the **MaineDOT** shall be released from its obligation to make payment toward the Project – and will terminate this Agreement upon thirty (30) days' written notice to the **Town** – if any of the following occurs:
1. The MaineDOT does not receive adequate funds to support this Project; or
 2. Funds otherwise programmed for this Project are de-appropriated; or
 3. The MaineDOT does not receive the authority to expend funds otherwise programmed for this Project from the Maine State Legislature or Maine courts.

ARTICLE V. DEFAULT AND TERMINATION

- A. The **MaineDOT** reserves the right to terminate the payment provisions of Article III in the event of default by the **Town**, which is defined as:
1. Failure to show substantial progress – as determined by the MaineDOT Project Manager – within 18 months of being given notice to proceed.
 2. Use of Project funds for a purpose other than what is authorized by this Agreement;
 3. Misrepresentation or falsification of any claim submitted for reimbursement;
 4. Failure to monitor adequately the quality of work performed under this Agreement by any consultant, resulting in errors, omissions or negligence;
 5. Breach of any material provision(s) of this Agreement.
- B. The **MaineDOT** shall notify the **Town** in writing within five (5) days of learning of an event leading to a claim of default. If the **Town** fails to take corrective action within fifteen (15) days of receiving notification, the **MaineDOT** may terminate this Agreement upon written notice to the **Town**.
1. Upon receiving notification, the **Town** and all consultants associated with the Project shall cease work and turn over to the **MaineDOT** all Project records and documentation within thirty (30) days of the effective date of such termination.
- C. If default occurs, the **MaineDOT** reserves the right to require the **Town** to repay any reimbursement(s) of Federal funds for Project-related work. The **Town** shall forfeit any remaining Federal funds in the Project.

ARTICLE VI. RECORDS RETENTION, ACCESS & AUDIT

- A. Retention. Records are plans, reports, notes, papers or other tangible work arising from this Agreement. All such printed and electronic records prepared by or for the **Town** shall be retained for **at least five (5) years** from the date of the MaineDOT's acceptance of the Town's final claim for reimbursement, except as otherwise provided below:
1. If any litigation, claim, negotiation, audit or other action involving such records has begun before the expiration of five (5) year period, then all records shall be retained at least until all action and resolution of all issues arising from it are complete.
- B. Access. The **Town** and any consultant working on its behalf shall allow authorized representatives of the State of Maine and the Federal Government to inspect and audit Project documents. Copies of requested documents shall be furnished at no cost.
- C. Audit. Audits shall meet the "Generally Accepted Government Auditing Standards."

ARTICLE VII. GENERAL PROVISIONS

- A. Observance of Law. All activities conducted pursuant to this Agreement shall comply with applicable laws and regulations, including without limitation the following: Title 23 in the United States Code (USC) for statutory law, Title 23 in the Code of Federal Regulations (CFR) for administrative law, and 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- B. Independent Capacity. The **Town**, its employees, agents, representatives and any consultant working on its behalf shall act in an independent capacity from the MaineDOT in performing work arising from this Agreement, and not as officers, employees or agents of the MaineDOT.
- C. Indemnification. To the extent permitted by law, the **Town** shall indemnify and hold harmless the **MaineDOT** and its officers, agents and employees from all claims, suits or liabilities arising out of or from any negligent or wrongful act, error or omission by the **Town** or any consultant working on its behalf. Nothing herein shall waive any defense immunity or limitation of liability that may be available to the Town or the MaineDOT, their officers, agents or employees, under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.), the Eleventh Amendment to the U.S. Constitution or any other privileges or immunities as may be provided by law. *This provision shall survive any termination or expiration of this Agreement.*
- D. Confidentiality. Information pertaining to right-of-way matters and detailed cost estimates shall be kept confidential pursuant to Maine State law (23 MRSA, Section 63.)
- E. Changes. Any change to the terms of this Agreement shall be approved by the **MaineDOT**, through a Modification to this Agreement.
- F. Flow Down. All contracts between the **Town** and any consultant or other third party shall contain or incorporate by reference all applicable provisions of this Agreement.

- G. Equal Employment Opportunity. The **Town** shall comply with applicable EEO requirements:
1. During the performance of all work undertaken pursuant to this Agreement, the **Town** shall not discriminate against any employee or applicant for employment because of race, color, religious creed, gender, national origin, ancestry, age, sexual orientation, or disability unless related to a bona fide occupational qualification. The **Town** shall take *affirmative action* to ensure that all such qualified applicants are employed and that all such employees are treated without regard to their race, color, religious creed, gender, national origin, ancestry, age, sexual orientation, or disability during any period of employment under this Agreement. Such action shall include, without limitation: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation, and selection for training and apprenticeships. The **Town** shall post – or cause to be posted – prominently in conspicuous places readily accessible to all employees and applicants for such employment notices setting forth the provisions of this paragraph.
 2. The **Town** shall include all of the foregoing equal employment opportunity provisions in any contract for services or work under this Agreement so that the provisions are binding upon each consultant – except for any contract for the purchase or supply of standard commercial supplies or raw materials.
- H. No Assignment Without Approval. The **Town** shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion of it without the written consent of the **MaineDOT**. In no case shall any such action release the **Town** from liability under this Agreement.
- I. Other Considerations. The **MaineDOT** and the **Town** further acknowledge and agree that:
1. Neither the **Town** nor the **MaineDOT** will be bound by any previous statement, correspondence, agreement or representation not expressly contained herein.
 2. This Agreement is made and shall be construed under the laws of the State of Maine.
 3. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement, and the **MaineDOT** and the **Town** shall negotiate a new clause, section or provision.

ARTICLE VIII. EXPIRATION

- A. All provisions of this Agreement – except for Article VI.A (records) and Article VII.C (indemnification) – shall expire not more than **two (2) years** from the date of **MaineDOT**'s signature, unless otherwise modified in writing by the **MaineDOT** and the **Town**.

ARTICLE IX. APPROVAL

- A. Debarment. By signing this Agreement, the **Town** certifies – to the best of its knowledge and belief – that it and its employees, agents and representatives associated with the Project:

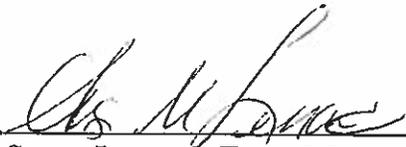
1. Are not now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal or State agency;
2. Have not within the previous three (3) years been criminally convicted or had a civil judgment rendered against them – and are not now criminally or civilly charged – in connection with any of the following:
 - Obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or
 - Violating Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Have not within a 3-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- B. If the **Town** is unable to certify to any of the preceding statements in this Article IX, the **Town** shall attach an explanation to this Agreement.
- C. The **Town** agrees that it will not hire a consultant who is now debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal or State agency.
- D. Municipal authorization. The undersigned municipal representative assures that the **Town Council of Hampden, Maine** has approved the Project and the Town's entry into this Agreement, has appropriated or authorized the use of any necessary funds, and has authorized the representative to sign this Agreement.

IN WITNESS WHEREOF, the **MaineDOT** and the **Town** have executed this Agreement effective on the day and date last signed.

Town of Hampden

Maine Department of Transportation

By: 
 Susan Lessard, Town Manager

By: 
 Joyce Noel Taylor, Director,
 Bureau of Project Development

Date: _____

Date: 10-27-11

I certify that foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.



<i>MaineDOT use only</i>	
AMS ID:	<u>2012011100000003031</u>
CSN:	<u>29497</u>
TEDOCS #:	_____

MAINE DEPARTMENT OF TRANSPORTATION
Modification 6 to a Local Project Agreement
 With the
Town of Hampden
 Regarding
Western Avenue Sidewalk, WIN 19401.00

<i>(MaineDOT Use Only)</i>	
Agreement Amount: <u>\$330,000.00</u>	Federal Project: <u>AC-STP-1940(100)X</u>
Federal Share: <u>\$264,000.00</u>	Federal Authorization: <u>May 9, 2011</u>
Municipal Share: <u>\$66,000.00</u>	Town's Vendor ID: <u>VC1000034557</u>
Agreement Begin Date: <u>October 27, 2011</u>	Town's DUNS #: <u>03-771-4755</u>
Agreement End Date: <u>October 31, 2021</u>	CFDA #: <u>20.205 Highway Planning & Construction</u>

Modification 6 amends an Agreement between MaineDOT and the Town of Hampden for the project referenced above that was executed on October 27, 2011, and was modified previously on December 28, 2011, April 11, 2013, January 26, 2016, May 3, 2017, and October 25, 2018. This latest modification increases the Agreement by \$138,320 – to a new total of \$330,000 – and extends the terms by one year, as follows:

- ARTICLE II. Project Development – Paragraph A.** This section shall be modified to read as follows: "The latest cost estimate for the Project is **\$330,000** to be shared at the rates in Article III, "Cost Sharing & Reimbursement Procedures."
- ARTICLE III. Cost-Sharing & Reimbursement Procedures – Paragraph A.** This section shall be modified to read as follows: "MaineDOT will share in all federally participating costs incurred on the Project at the rate of 80 percent, up to a maximum of **\$264,000.**"
- ARTICLE III. Cost-Sharing & Reimbursement Procedures – Paragraph B.** This section shall be modified to read as follows: "The Town shall be responsible for 20 percent of federally participating costs incurred on the Project, or an estimated **\$66,000.** Additionally, the Town shall be responsible in full for costs that MaineDOT determines to be ineligible for federal participation and costs exceeding \$330,000, unless MaineDOT approves otherwise in writing by further modifying this Agreement."
- ARTICLE VIII. EXPIRATION.** This section shall be modified to read as follows: "All provisions of this Agreement – except for Article II.M (maintenance), Article VI.A (records), and Article VII.C (indemnification) – shall expire upon payment by MaineDOT of the final invoice from the Town for the Project or **October 31, 2021,** whichever occurs first."

HCB 351

All other terms and conditions of the original Agreement shall remain in effect without a gap. **MaineDOT** and the **Town of Hampden**, by their duly authorized representatives, have executed this modification to the original Agreement on the date last signed below.

Town of Hampden

Maine Department of Transportation

By: Paula A. Scott
Paula Scott, Interim Town Manager

By: Nate Benoit
Nate Benoit, Asst. Program Manager
Multimodal Program

Date: Sept 4, 2019

Date: 9-5-19



Memorandum

TO: Paula Scott
CC: Town Council
FROM: Michael Chasson – Director of Information Technology
DATE: 11/27/19
RE: HPS Toughbooks

TOUGHBOOKS:

While I am still working to put together a full detailed list of the Windows 7 Computers in use in all town departments and putting quotes together to upgrade or replace them prior to 1/14/2020 (Windows 7 EOL date). I wanted to start working on addressing the Toughbook's in the Police vehicles right away.

- The Toughbook's in use in the police vehicles currently are the CF-53 model, at first my plan was to replace these with newer models. However, the mounting equipment installed in each vehicle will only mount to this model of device.
- With a RAM upgrade and a Windows 10 license, these devices should handle Windows 10 without issue.
 - **Our pricing for both parts needed to upgrade can be found below:(\$166.56/toughbook)**



TOTAL MICRO ★★★★★

Total Micro Memory Module for Panasonic Toughbook CF-31, CF-52, CF-53 - 4GB

Mfg Part: CF-WMBA1204G-TM | CDW Part: 3274711 | UNSPSC: 32101602

Availability: In Stock
Ships same day if ordered before 2PM
Order fulfilled by a CDW partner

Was ~~\$70.00~~ **SAVE \$44.26**

\$25.74 Sourcewell Formerly NJPA 100614=CDW Tech Catalog

1 Add to Cart

Microsoft Windows 10 Pro License 1 User

Mfg Part: FQC-08930 | CDW Part: 3797533 | UNSPSC: 43233004

Availability: In Stock

Was ~~\$479.00~~ **SAVE \$39.17**

\$140.82 Sourcewell Formerly NJPA 100614=CDW Software only

1 Add to Cart

- I would like to start by upgrading a single laptop and having an officer test it for at least a few shifts, that way we know this is a solution that will work before ordering RAM and licensing for the remaining vehicles. If this is a viable solution (and I fully expect it to work well) then we will include the 3 remaining devices in our plans for upgrading the other devices in use throughout the town.

If you have any questions or concerns about the information above, please let me know.

Current Account Status

G 3-711-00 RESERVE ACCT / COMPUTER

-39,368.28 = Beg Bal
-44.95 = Adjust

1,516.18 = YTD Net
0.00 = YTD Enc

-37,897.05 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
07	0004		07/02/19		BBA RESEVE INT/FMV CHANGE	B	GJ	0.00	44.95
11	0466	2077	11/18/19	01269 LEVESQUE BUS	SCANNER FOR CODE DEPT	R	AP	1,456.00	0.00
12	0495	2078	12/02/19	01269 LEVESQUE BUS	TONER	R	AP	60.18	0.00
Totals-								1,516.18	44.95

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	0.00	0.00	0.00	44.95
November	1,456.00	0.00	0.00	0.00
December	60.18	0.00	0.00	0.00
Totals	1,516.18	0.00	0.00	44.95