

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, June 18, 2012

5:30 p.m.

Hampden Town Office

1. Minutes – 6/4/2012
2. Review & Signature of Warrants
3. Old Business
 - a. Town Charter Review – Town Council Section
4. New Business
 - a. Multiviewer Purchase – Communications Committee Recommendation
 - b. Portable Sound System Purchase – Communications Committee Recommendation
 - c. Eaton Peabody – Professional Services Agreement re TIF Policy – Planning & Development Committee Recommendation
 - d. Insurance Bid Quotes
 - e. Request for Interest Abatement – Ron Bailey
5. Public Comment
6. Committee Member Comments

FINANCE & ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, June 4, 2012

Attending:

Mayor Janet Hughes
Councilor Jean Lawlis
Councilor Tom Brann
Councilor Kristen Hornbrook
Councilor Andre Cushing

Town Manager Susan Lessard

1. Minutes –5/21/2012 – The minutes were approved with no changes or corrections.
2. Review & Signature of Warrants – Committee members reviewed and signed the payment warrants.
3. Old Business
 - A. (added to Agenda by Mayor Hughes) – Environmental Review – Phase II – Hampden Academy. Mayor Hughes and Councilor Brann explained that the Planning & Development Committee had recommended that the Council move forward with Phase II of the environmental due diligence process in regard to Hampden Academy. The second phase, as presented in the proposal from Credere, Assoc. had a proposed cost of \$35,000. After discussion of the elements included in the proposal, it was the consensus of the Committee that some of the elements could be removed and that the price could be reduced. Motion by Councilor Lawlis, seconded by Councilor Cushing to recommend to the Council an expenditure of up to \$22,000 for Phase II of the HA environmental due diligence process. Vote 4-0-1 (Hornbrook)
4. New Business
 - a. Begin Review of Town Charter – Committee members were asked to review the Town Council section of the Charter for discussion at the next Finance Committee meeting.
5. Public Comment - None
6. Committee Member Comments – None

The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Susan Lessard
Town Manager



Susan Lessard <manager@hampc

4a

Multiviewer

2 messages

Justin Foster <fosterj@students.nescom.edu>

Fri, Jun 8, 2012 at 10:39 AM

To: Susan Lessard <manager@hampdenmaine.gov>

Hey,

I have gotten the multiviewer quote finally. It's a \$9000 dollar multiviewer, and they'd be willing to give it up for \$750. I can even bring it in to show sometime if need be. I have it in my possession currently. The monitor itself; which we have to buy from an outside source, will be around \$300 for a 19 inch monitor which i have to measure out rack and figure out what size we can fit.

Thank you,

--

Justin Foster

Justin Foster <fosterj@students.nescom.edu>

Fri, Jun 8, 2012 at 11:14 AM

To: Susan Lessard <manager@hampdenmaine.gov>

I also believe if the extra 300 to switch to a LED flat screen is a problem, and we could just get the multiviewer and push back the new monitor for some time, we would eliminate 5 CRT monitors and only need 1 of them plus the live monitor to stay and it would be a great difference in heat production from the monitors still.

[Quoted text hidden]

--

Justin Foster

COMMUNICATIONS COMMITTEE MEETING MINUTES
Tuesday, June 12, 2012

Attendance:

Councilor Kristen Hornbrook Matt Thomas, FF/Paramedic
Councilor Jeremy Williams
Town Manager Susan Lessard
Resident Jeremy Jones

The meeting was opened at 6 p.m. by Chairman Hornbrook.

1. MINUTES OF 4/10/2012 MEETING – Motion by Councilor Williams, seconded by Councilor Hornbrook to approve the minutes. Vote 2-0.
2. OLD BUSINESS
 - A. UPDATE – CABLE TV CONTRACT PROGRESS – The Town Manager updated the committee on the current status of the contract negotiations with Time Warner. The Town is represented in the negotiations through its membership in the Penobscot Cable Consortium. The goal of the negotiations is not to lose any items that are part of the current contract. The contract will include a capital equipment grant to the Town similar to the one given at the time of initial adoption.
 - B. UPDATE – VIDEO STREAMING PROJECT – Matt Thomas informed the Town that he was working with the Town Manager to come up with a computer that could be dedicated for possible use in this project. The Manager indicated that she would work with the GIS/IT Specialist to come up with one that could be used when it is retired from regular office use. Mr. Thomas also discussed item 3-E, the u-tube channel idea. He indicated that it would be simple and easy to find – but would require more work to upload the video from the cable tv system. Since the purpose of the video streaming is to make what is available via cable also available via the internet in as cost effective way as possible, the original plan to feed the channel through a connection, possibly at the library, continues to be the preferred option.
 - C. PORTABLE SOUND SYSTEM – MATT THOMAS – Matt explained that the Public Safety Department was in the process of getting a 60 inch LED television for use in the community room for training activities. This purchase would be funded from leftover monies received from a class held by Hampden for Fire Training. In consulting with the Town Manager, they were made aware that the Town wanted to acquire a portable sound system for it use – much of which would be in the Community Room. Matt did the research and located a system with six microphones that should

be suitable. The total cost of acquiring the system is estimated to be \$1500. The original budget for a sound system for this year was \$3500, so it is well within that amount. Motion by Councilor Williams, seconded by Councilor Hornbrook to recommend the purchase of the sound system identified by Mr. Thomas at a cost not to exceed \$1500. Vote 2-0. The recommendation was referred to the Finance Committee to designate the funding source.

3. NEW BUSINESS

- A. IDEAS FOR COMMUNITY SURVEY – The Committee suggested three topics for inclusion in the survey questions:
 - 1. What is the most effective form of communication?
 - 2. What information would you like to see more of from the Town?
 - 3. Rate the effectiveness of Town Communication
- B. NEWSLETTER IDEAS – JULY EDITION – The Committee reviewed the list provided as part of the packet and added Hampden Academy Update and Election Outcome from the June primary/school budget as topics.
- C. STUDENT INTERN WORK – The Town Manager informed the Committee that intern Justin Foster is working on two projects – one with Mr. Folsom regarding the Hampden Academy tour and the other with Richard Newcomb involving a history show. Councilor Williams asked that a list be provided of areas to photograph as part of a flyover in mid-July so that footage could be obtained that could be used in other shows of Town-owned facilities/parks.

The Manager provided information to the Committee regarding a multi-viewer that is available from NESCOM. Hampden has been discussing obtaining one for some time so that we could eliminate five televisions in the video room and replace them with one flat screen. It would greatly improve the overheating situation in the room due to the presence of all the televisions. The cost of the unit is \$750 plus approximately \$300 for a flat screen to accompany it. The new cost of the multiviewer to NESCOM was \$9000. Motion by Councilor Williams, seconded by Councilor Hornbrook to recommend to the full council the purchase of the multiviewer/flatscreen. Vote 2-0. The item was referred to Finance for a funding recommendation. It was noted that this item could be purchased with some of the funds remaining that were budgeted for the portable sound system.

- D. DISTRICT/NEIGHBORHOOD MEETINGS – This idea was raised at the last meeting as a way of encouraging residents to talk with their

elected representatives in a less formal atmosphere than regular council meetings. The idea of doing it by District was based on the premise that each district may have concerns that are different. Use of the Kiwanis Hall or the Snowmobile Club was suggested. In order to move forward with this idea, the remainder of the Council needs to be brought up to speed and then decide if they wish to host/participate in such meetings. The Town Manager will prepare a draft on the subject and forward it to Committee members for input. It will be put on the Communications Committee agenda for July 10th, and if approved by the Committee, referred to the Council at the July 16th meeting.

E. UTUBE CHANNEL IDEA – Discussed as noted above under Item 2-B.

(Councilor Hornbooks' notes after Manager Lessard left :)

4. Public Comment: Jeremy Jones stated that he really thought the Hampden YouTube channel was a very good idea. He stated that there could even be two. One for Council and Committee meetings and the other for goings on in the town like special events or things the town wants to highlight. Committee members agreed. He also wanted to know if Committee thought it would be helpful to download the newest meetings first and then begin slowly backlogging the older ones so that eventually a complete video record could be found on line. Committee members agreed this was a good idea.

5. Committee Member Comments: none.

Motion to adjourn by Councilor Williams at 7:10.
Motion 2nd by Councilor Hornbrook.

Respectfully submitted,

Susan Lessard
Town Manager

4b



Susan Lessard <manager@ham

Portable PA system

4 messages

Matt Thomas <mthomas@hampdenmaine.gov>

Tue, Jun 5, 2012 at 9:42 PM

To: Susan Lessard <manager@hampdenmaine.gov>

Cc: Joe Rogers <jrogers@hampdenmaine.gov>

Hi Susan,

I did some research on portable PA system options. There seems to be very few (any?) choices that offer built-in jacks for more than 6 microphones. Additional microphones would involve piggybacking another mixer board (with however many jacks it had) into an input of the portable system. This makes the setup quite a bit more complicated. If we were able to use a 6 microphone system, though more limited, it gives us more options.

Here is one for about \$1,200:

<http://www.musiciansfriend.com/pro-audio/fender-passport-500-pro-3-mic-pa-package-with-rock-n-roller-cart>

This portable PA system gets very good reviews online. The package above comes with the amplifier (and stands), three microphones and floor stands for those, microphone cables, and a carrying buggy. To serve a total of 6 microphones, we could add another pack of three microphones (about \$50) and microphone cords (about \$15/each) for a total of about \$100. I realize that 6 mics aren't ideal, but short of a sophisticated permanently mounted mixing setup (like the one in the council chambers) there aren't good options. We may also want to consider buying desk mic stands (about \$20/each) to hold the mics for a meeting-type setup.

We could also run an audio cable from the new wall-mounted television into the PA system as well, giving us both audio from the TV/DVD player and our 6 mics simultaneously (as when a committee might be discussing something and also want to show a DVD or powerpoint to an audience). A 35-ft patch cord from the TV to the amplifier costs about \$25.

Total Project Cost: ~\$1,500

Please let me know if you have any questions or other thoughts. If you would like me to do further research, please let me know. I would be happy to handle the ordering and setup of this system if you choose to go in this direction.

Thanks,

Matt

--

Matt Thomas*Firefighter / Paramedic
Public Education*

Hampden Fire Department
106 Western Ave.
Hampden, ME 04444

T (207) 862-4586 x208
F (207) 862-4588

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Susan Lessard <manager@hampdenmaine.gov>

Wed, Jun 6, 2012 at 10:09 AM

To: Matt Thomas <mthomas@hampdenmaine.gov>

Hi Matt - Could you present this at the Communications Committee meeting on June 12th at 6? If not, I will bring it to them. This sounds like a reasonable set up and a great cost!
Sue

[Quoted text hidden]

Matt Thomas <mthomas@hampdenmaine.gov>

Wed, Jun 6, 2012 at 10:11 AM

To: Susan Lessard <manager@hampdenmaine.gov>

I'll be there! :-)

[Quoted text hidden]

Susan Lessard <manager@hampdenmaine.gov>

Wed, Jun 6, 2012 at 10:26 AM

To: Matt Thomas <mthomas@hampdenmaine.gov>

Thank you!
Sue

[Quoted text hidden]

800-449-9128 Need

Home Pro Audio Live Sound Live Sound Packages

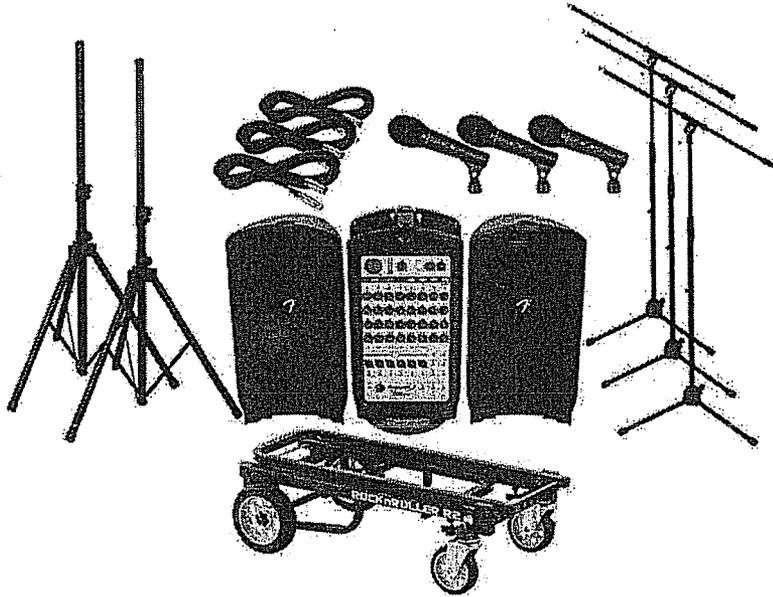


Fender Passport 500 Pro 3 Mic PA Package with Rock N Roller Cart

2 Reviews | Write a Review [Like](#)

SKU #H7354600000000

Top Rated



MSRP: _____

Your Savings: _____

Your Price: \$ _____

Qty: In Stock

Gold Coverage: (

3-YEAR Warrant

2-YEAR Warrant

[+ Add To Cart](#)

Images (23)



All-in-one PA system with mics, cables, stands, and convenient equipment transporter.

Includes the Fender Passport 500 PRO portable PA system; 3 Audio-Technica M4000S hand-held dynamic mics; 3 MS-220 tripod mic stands with fixed boom; 3 XLR mic cables (20'); 2 standard speaker stands; and 1 Rock N Roller R2RT (Micro) Multi-Cart 8-in-1 Equipment Transporter.

Fender Passport 500 PRO:

The 8-channel Fender Passport 500 PRO Portable PA system is Fender's most powerful portable PA system and offers



the greatest clarity. Fender has added an input for recording your performances with CD-quality (WAV) straight to a USB flash drive. The Passport 500 also offers CD-quality WAV and MP3 playback, and a sub-out jack has been added for an external powered subwoofer.

This Pro 500 is also 9 pounds lighter than the previous version with reduced, more portable dimensions. The redesigned speaker system features two molded plastic cabinets with a 10" woofer and a 1.2" horn-loaded tweeter in each to deliver better definition than before. When not in use, the speaker clips to the mixer for a convenient, one-piece portable system.

Take a close look and listen and the Passport PRO 500 will take you places like never before. Fender kept the best of previous Passport generations and added new features and functionality so that this Passport system is ideal for whatever your PA application may be—education and presentations, party gigs, small clubs, and coffee houses. It even gives you two ways to record: The first is a Stereo Out that allows you to hook it up to a recording device without it being affected by master volume changes. The second is a USB recorder that lets you insert a USB memory stick or flash drive. This drive can also be used for playback.

Audio-Technica M4000S:

The handheld Audio-Technica M4000S dynamic microphone combines professional features with a ridiculously affordable price tag. Audio-Technica tailors the M4000S mic's frequency response for crystal-clear vocal reproduction. Great feedback rejection and focused pickup are due to the A-T microphone's unidirectional polar pattern. The M4000S Audio-Technica mic also is equipped with a handy On/Off switch for convenience.

Audio-Technica professional microphone enhancements include a balanced XLR output, and a mic clip. Whether you're on the road, in the studio, or just performing at local gigs. Expect the all-metal Audio-Technica M4000S microphone to provide you with years of trouble-free use.

Musician's Gear MS-220 Tripod Mic Stand with Fixed Boom:

The MS-220 Tripod Microphone Stand has a thread adapter and tubular legs. Its adjustable height from floor to top thread is 35" to 61-7/8". The 30-1/4" fixed boom is not adjustable.

Musician's Gear Standard Speaker Stand:

The Musician's Gear Standard Speaker Stand adjusts from 42" to 71" in height, accepts 1-3/8" diameter sockets, and can hold up to 110 lb. Its aluminum construction reduces stand weight for easy transport, and its molded plastic leg housing with ergonomic knob is extremely durable.

Rock N Roller R2RT (Micro) Multi-Cart 8-in-1 Equipment Transporter:

The Rock N Roller's Multi-Cart 8-in-1 Equipment Transporter - R2RT (Micro) lets you load all your gear for a single trip into the venue. No more repeated trips to the van to get your gear indoors. Its 350-pound capacity means you can carry all in one trip. Its features include a telescoping frame, rugged tires, and foldable sides for high loads. The Rock N Roller R2RT is essential gear for musicians who are their own roadies.

Features

Fender Passport 500 PRO:

Amp type: Class D

Woofer (per cab): 10"

Driver: (per cab): 1.2" horn-loaded

Inputs: 6 Mic/Line inputs, 2 stereo inputs

Output: 500W Class D power amp

Line Out: 1/8" mini stereo Out, subwoofer out

Channels: 8 (6 mic/line, 2 stereo)

6 mic lines with XLR and 1/4" inputs
2 stereo inputs with 1/4" and 1/8" (for MP3 player) inputs
1/4" subwoofer out with 120hz High-Pass Filter on Speaker Out
USB port that lets you record your performance with CD-quality (WAV) straight to a USB flash drive
CD-quality WAV and MP3 file playback
Controls: High EQ, Low EQ, Master Volume, System Tone, Level Control for each channel, Reverb Send for each channel, 20dB pad on input channels
Effects: Selectable and adjustable reverb
Covering: Molded plastic

Audio-Technica M4000S:

Frequency response tailored for crystal-clear vocal reproduction
Unidirectional pattern for feedback rejection and focused pick up
All-metal design for years of trouble-free use
Convenient on/off switch
Professional features include balanced XLR output and mic clip

Musician's Gear Standard Speaker Stand:

42" to 71" height
110 lb. capacity
Lightweight rugged, aluminum
Portable
Use with 1-3/8" sockets
Rock N Roller R2RT (Micro):
Transforms into 8 configurations
26" to 39" telescoping frame
Foldable sides allow high stacking
Non-skid frame bed surface
Folds down to take up little storage space
Caster brakes
Stairclimbers

Your Passport to a powerful personal PA - order today!

Also consider



Passport 500 Pro PA Package with Rock N Roller Cart

0 Reviews

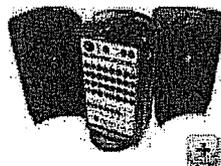
\$1,049.99



Passport 500 Pro PA Package with 3 Mics

0 Reviews

\$1,079.99



Passport 500 Pro Portable PA System

9 Reviews

\$764.99 - \$899.99



Passport 500 Pro 2 Mic PA Package with Rock N Roller Cart

0 Reviews

\$1,099.99

4c

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF HAMPDEN AND
EATON PEABODY CONSULTING GROUP**

This Agreement is made on this ____ day of May 2012 by and between the Town of Hampden (hereinafter "Client") and Eaton Peabody Consulting Group (hereinafter "EPCG").

The Client and EPCG agree as follows:

1. Scope of Services. EPCG staff, primarily John Holden, will provide assistance to the Client in reviewing and recommending a Tax Increment Financing ("TIF") Policy or Program as well as the creation of a TIF Development Program for the former Hampden Academy Site ("Site") as follows:

A. Review of TIF Policy, TIF Programs, and Recommendations for a Town TIF Program.

- (1) EPCG will review the current Town TIF Policy and TIF Development Programs as provided by Town; recommend changes to the Policy or existing Development Programs based on meetings with Client, and; review recommendations with the Planning and Development Committee and make its final recommendations to the Town Council. This work shall include:
 - a. Up to two meetings with Economic Development Director
 - b. EPCG memo to the Planning and Development Committee outlining recommendations for changes to TIF Policy and Development Programs
 - c. Two meetings with the Planning and Development Committee (one to review EPCG memo, second to confirm final recommendations)
 - d. Present recommendations to Town Council

B. TIF Application for the Site

- (1) Development of up to three scenarios for a TIF, taking into account Client development needs, potential Credit Enhancement Agreements, and Client TIF Policy or Program (as per item 1 above).
- (2) Up to two meetings with the Planning and Development Committee to present, review, and revise Site TIF scenarios
- (3) Up to two public meetings (one informational meeting and one Public Hearing, as required by statute) to present proposed Site TIF Development Program.
- (4) Submission of TIF application and necessary follow-up, within reason, for approval of Site TIF Development Program.

As part of this phase of work, the Client will be responsible for:

- Advertising of all meetings, as required.
- Mapping of all TIF Districts, as required for presentations or TIF applications
- Information on assessed values and all required certificates as required by TIF application.

- Scheduling all meetings necessary and making efforts to coordinate any meetings to minimize EPCG time to the extent possible.
2. Term of Agreement. EPCG is available to begin work on this Project upon return of this signed Professional Services Agreement and services will continue through completion of above Scope, anticipated to be no later than December 2012.
 3. Compensation. Professional services will be billed at a flat fee of \$8,500 to be paid as follows:
 - A. \$2,500 upon execution of contract
 - B. \$2,000 upon EPCG memo to the Planning and Development Committee on recommendations for changes to TIF Policy and Development Programs
 - C. \$4,000 upon delivery of Hampden TIF Development Program application for the Site to DECD.

Payment is due upon receipt of an invoice and is current if paid within 30 days, and shall be subject to a late charge of 1½ % per month on amounts past due.

4. Insurance. EPCG represents and warrants that its employees are covered by workers compensation insurance and that EPCG has in force general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and third party commercial crime coverage of \$500,000.
5. Conflict of Interest. EPCG agrees to inform the Client of any assignments that may create a conflict of interest. Should the Client determine that a conflict exists, it shall notify EPCG of its determination. Should EPCG choose to undertake work determined to be a conflict of interest, Client shall have the right to terminate this agreement with written notice to EPCG as provided in section 6 of this agreement.
6. Termination. Client may terminate this Agreement at any time with written notice of such termination to EPCG. EPCG shall be compensated for all services rendered up to the date of receipt of written notification of termination.
7. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class mail addressed as follows, or such other address as they may designate from time to time:

If to Client: Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

If to EPCG: John G. Melrose, Managing Director
 Eaton Peabody Consulting Group
 77 Sewall Street, Suite 3000
 Augusta, Maine 04330

8. Amendment. Both parties to this Agreement understand the current assumptions supporting this Agreement may change and that the parties must therefore exhibit flexibility including a willingness to entertain and execute amendments. Amendments can only be executed with the mutual consent of the parties to this Agreement.

9. Disclaimer. EPCG is a wholly owned subsidiary of the law firm of Eaton Peabody. EPCG is not engaged in the practice of law and does not provide legal advice or services.

In witness whereof, Client and EPCG have each caused this Agreement to be signed by their duly authorized representatives.

TOWN OF HAMPDEN

EATON PEABODY CONSULTING GROUP

By: Susan Lessard
Its: Town Manager
Date: _____

By: John G. Melrose
Its: Managing Director
Date: _____

TOWN OF HAMPDEN
PROPERTY & CASUALTY INSURANCE BIDS

June 14, 2012
10:00 AM

BIDDER:	AMOUNT:
Kyes Insurance	43,991.00
Maine Municipal Association	45,607.00

4d

Town of Hampden

Property & Casualty Pool Highlights

ADVANTAGES

The Property & Casualty Pool is a partnership of Maine communities that banded together to establish a self-insurance pool and provide stability of rates for more than 25 years. We take great pride in the fact that municipal risk management is what we do and all we do.

- As a result of our focus we have crafted specialized comprehensive coverage designed for Maine communities which takes full advantage of the protections and immunities provided to municipalities under the Maine Tort Claims Act.
- The Pool is Member owned and managed, providing superior risk management service to Maine public entities and the people that serve them. The Members are active participant on our Boards, influence coverage and direct services.

Ownership also pays dividends. The Town of Hampden has benefited from dividend distributions from the Property & Casualty Pool. The Property & Casualty Pool paid a dividend of **\$2,821** to the Town last year. **The Town is currently scheduled to receive a dividend distribution from the Property & Casualty Pool estimated at \$3,366.** Please note that the dividend amount is increased for members that participate in both the Workers Compensation Fund and Property & Casualty Pool. Furthermore, continued participation is required in order for the Town to be eligible for future distributions. Dividends are not guaranteed from year to year and their award depends not only on the claims experience of the individual member but also on the overall claims experience of the Pool. The Pool Board of Directors votes every year on the payment of dividends.

SERVICES

We provide the Town of Hampden with designated local Risk Management professionals that will work with you personally to achieve the risk management goals of the Town.

- A Loss Control Consultant is assigned to the Town of Hampden as your dedicated Loss Control specialist. Loss Control services include:
 - Visits to your properties, at no additional charge, in order to gather underwriting information, assess values and offer recommendations to minimize loss exposures.
 - Providing on-site and regional training in specialty topics.
 - Partnering with you to provide inspections, program and property evaluations.
 - Assisting with the identification of municipal exposures thereby helping you to control costs.

- **Claims Management** - Provides all claims administration from our local office in Augusta, Maine. Your assigned claims adjusters are: Colette Robbins, Senior Claims Representative and Debra Marquis, Claims Technician. Claims professionals assist the Town by:
 - Expert claim analysis, investigation, and utilization of the provisions of the Maine Tort Claims Act for the benefit of your town.
 - Regular on-site claims reviews and on-going claim communication.
 - Direct access to your Claims Representative and Claims Manager.
 - Online claims reporting.

- **Underwriter/Member Services** - Your assigned Underwriting team is Susan Caston, Senior Underwriter and Corina Steeves, Associate Underwriter. Member Services Representatives, Marcus Ballou and Judy Doore are also available daily to meet with the Town and to provide additional services. Underwriting and Member Services assist the Town by:
 - Waiving contributions for endorsements made during the coverage term unless property in excess of \$1,000,000 in value is added or there is a significant or unusual change in the liability exposures.
 - Underwriting or Member Service staff meets with members on-site at your convenience, including evening meetings to discuss the coverage needs of the Town.
 - On-line ability to Add/Delete property, vehicle coverage.
 - Renewal Application assistance.
 - Itemized annual contribution upon member request.
 - Contract Reviews as it specifically relates to your insurance needs.

COVERAGE

Property

- Blanket Building and Contents

- Coverage for **Flood and Earthquake with the same deductible as the elected property deductible**. The Pool offers coverage for all risks of direct physical loss or damage subject to exclusions listed in the Coverage Certificate.

- Flood coverage, a \$81,000,000 per occurrence and annual aggregate limit applies for the entire Pool, except for properties located in Special Flood Hazard Areas including Flood Zones A, AO, AE, AH, A1-30, A99, AR, V, VE and V1-30 where a \$36,000,000 sublimit per occurrence and annual aggregate limit applies for the entire Pool.

- Provides automatic coverage of 180 days for newly acquired or constructed property under \$1,000,000 property value.

- **Forest Fire Protection:** This Extension covers costs paid or to be paid by the member for controlling, extinguishing and suppressing forest fires, as required under 12 M.R.S.A. § 9204, subject to all terms, conditions and exclusions of Section II – Agreement A and those additional terms, definitions, conditions and exclusions that appear in this Extension. Subject to a **\$50,000** limit for each forest fire not more than the costs you are required to pay under 12 M.R.S.A. § 9204.
- **Personal Deductible Reimbursement:** We also agree to pay those volunteers or employees of the Named Member for direct physical loss or damage to Automobiles they own, for damage to such Automobiles while being used by the volunteer or employee en route to, during, or until relieved from, the performance of an act or duty for or on behalf of, and specifically authorized by, the Named Member. The damage must be the result of a loss covered by this Certificate. Upon presentation of proof satisfactory to us that at the time of the damage, the volunteer or employee had a policy of personal automobile insurance in force providing both comprehensive and collision coverage to the Automobile, we will pay the volunteer or employee the amount of that policy's applicable deductible, up to \$1,000.

General Liability

- The Maine Municipal Association Property & Casualty Pool is a public self-funded pool established pursuant to the authority granted in 30-A M.R.S.A. § 2251-2256 and through which municipal corporations and other qualified political subdivisions may share the costs and responsibilities of self-funding against tort, property and other liabilities as included in 30-A M.R.S.A. § 2253.
- **Automatic Increase of Liability Limits approved at May 24th, 2012 Board Meeting.** As of July 1, 2012 the Liability limits are **\$2,000,000** combined single limit for causes of action outside of the Maine Tort Claims Act or **\$400,000** combined single limit for causes of action under the Maine Tort Claims Act. The applicability of more than one line of coverage (general liability, automobile liability, law enforcement liability or ambulance/nurse malpractice liability) per occurrence shall not increase the total limit of liability. **MMA has no annual aggregate limit and no aggregate limit per location.** Therefore, the Limits provided by Risk Management Services are specifically crafted to grant Municipalities the protections afforded by the Maine Tort Claims Act.
- **Sexual Misconduct** - This coverage is included and provides for defense cost only up to \$25,000 per suit with a total annual limit of \$100,000 per coverage year. Endorsement GL0003 of the coverage, which is added at no cost, defends the member itself if named in a suit for sexual misconduct. GL004 provides defense coverage for any supervisory or managerial positions that you want covered (i.e. Town manager, fire chief, police chief, and department managers). **Currently the Town of Hampden has 6 positions protected by this coverage.**
- **Firefighter's Legal Liability** - We hereby agree, subject to the limitations, terms and conditions set forth in this Certificate, including the provisions of Agreement D – General

Liability, to pay those sums which the Member shall be obligated to pay by reason of liability imposed upon the Member by law or assumed by the Named Member under written contract or agreement for damages, direct or consequential, as defined by the term "Ultimate Net Loss," on account of "bodily injury" or "personal injury" (excepting employees of any Member injured in the course of his or her employment) and/or "property damage" arising out of the Member's occupancy, maintenance or use of premises for, and/or the Member's operations in performance of, official firefighting duties.

Bonding/Faithful Performance of Duties

- MMA Property & Casualty Pool includes coverage for Employee Dishonesty, with a current limit of \$500,000. **The MMA Property & Casualty Pool also includes Bond coverage for all of the statutorily required positions of the municipality.** If you would like further information with regards to bonding requirements I would be pleased to send you a copy of the statutory guideline.

KYES

INSURANCE

Farmington : Skowhegan : Rumford : Livermore Falls

Town of Hampden
106 Western Ave
Hampden, Me. 04444

6/14/2012

Insurance Proposal

Dear Susan,

Enclosed is our agency's proposal for the Town of Hampden. I would like to thank you for your assistance and patience during the process. If Kyes Insurance is awarded the bid, coverage will be written through the Trident program with New Hampshire Insurance, Argonaut Insurance, Hartford Steam Boiler, and Travelers Insurance Co.

These companies carry an A (Excellent) rating in A.M. Best. We are a duly appointed representative of these companies. The Kyes Agency currently insures 78 public entities in the State of Maine. We are also Trident's largest writer of public entities in the State. Trident is the second largest writer of public entities in the U.S. The success of the program has been built on superior service, broad coverages and competitive pricing.

I would like to give you a little background information on our Program and our agency. Our companies provide complete engineering, appraisal, auditing and claim services. Kyes Insurance is an independent family owned agency with offices in Skowhegan, Farmington, Rumford and Livermore Falls. The servicing office for this account will be our Farmington, ME office located on Main Street with a mailing address of P.O. Box 311, Farmington, ME 04938. All claims should be reported to this office. Our telephone number is 1-800-244-5937. Our fax number is 207-778-5970. In conjunction with our agency, the aforementioned companies provide prompt, efficient claim service. When you call Kyes after hours or on a weekend you will be given a list of our producers with our home phone numbers. You will always be able to reach someone to help you in an emergency.

PO Box 311
171 Main Street
Farmington, ME 04938
207-778-9862 or 800-244-5937
Fax: 207-778-5970

PO Box 100
98 Water Street
Skowhegan, ME 04976
207-474-9561 or 800-287-5557
Fax: 207-474-3813

26 Congress Street
Rumford, ME 04276
207-369-0171
Fax: 207-364-2549

PO Box 1
1 Depot Street
Livermore Falls, ME 04254
207-897-3602 or 800-479-5760
Fax: 207-897-2824

Our program offers the ability to purchase terrorism coverage. I am sure you are familiar with the federal government making it mandatory that insurance carriers offer terrorism. However, there is also the ability to reject the coverage. For this quote, we have not included the terrorism pricing in our quote.

We follow the State Statute regarding bonding. We would need to provide a bonds for the treasurer, tax collector and general assistance administrator. This requires a short application and is usually approved within 24 hours. The typical cost is \$300.00 for a \$100,000 bond.

Our program is written with "A" rated carriers that are members of the guarantee fund. MMA is a self insured group which is not a member of the guarantee fund and has the potential for each member to be assessed additional fees. An analogy would be the banking and financial institution that is not FDIC insured.

Our program has many pluses. To highlight a few compared to MMA:

1. Not assessable vs. assessable.
2. Covered by State guarantee fund vs. no guarantee fund.
3. First party pollution cleanup \$500,000 vs. \$25,000.
4. Sexual Misconduct: MMA limits the entity to \$25,000 defense cost only and requires additional endorsement to add specific members. Trident offers the full liability limits on the policy.

Once again thank you for the opportunity to quote the insurance program for the Town of Hampden.

Sincerely,

A handwritten signature in black ink, appearing to read 'Flint Christie', with a long horizontal flourish extending to the right.

Flint Christie, CSRM
Vice President

4e



Susan Lessard <manager@hamdenmaine.gov>

Property taxes

1 message

Ronald Bailey

Tue, Jun 12, 2012 at 12:17 AM

To: manager@hampdenmaine.gov

Hey Sue,

Following up on our conversation earlier today, I'd like to request an abatement of the \$6.16 in interest on my property taxes

which were not pd in Oct. 2011 or in April 2012. I received 15 property taxes in October of 2011, but did not receive the 16th.

I paid all 15 of the tax bills I received in October 2011.

In April 2012, I sent my wife Gayle in to pay the 2nd 1/2 of our property bills. She asked the clerk what she owed in property taxes.

They dug them out and gave her an amount and she promptly paid them (on time) and left.

About a week ago, I received an notice in the mail that I had not pd my property taxes. I called my wife to inquire if she had gone to the

town office and pd the taxes as I had instructed. She said she had, so I called the town office to inquire what was going on. They dug out

a \$200 tax bill on a piece of property that I own abutting a 14 lot subdivision in Hampden. They said it never got pd.

I told them that my wife had stopped in to pay the taxes and pd everything that they asked her to pay.

It appears that I never got the tax bill in October of 2011, as I would have paid it at that time, and when Gayle went in to the town office

in April 2012, and pd the tax bill for the first half of 2012 she was not asked to pay that tax bill at that time either.

It appears that there is a problem in the billing dept of the town office.. Either the bill wasn't sent out or it was sent out and never arrived at

my residence. Either way, I never received it. Then when we paid the bill In April, again it slipped through the cracks at the town office, and

we were not asked to pay the bill at this time either, and were not made aware of the fact that it had not been pd in the fall of 2011.

I certainly don't mind paying a bill that is due to the Town of Hampden for taxes, if I get a bill, but don't feel that I should be dinged for \$6.16

of interest under the circumstances that transpired. Going forward, you can rest assured that I will be on the lookout for 16 tax bills instead of the

15 which were presented to me. My wife was in yesterday and pd the bill in its entirety minus the interest charges, pending resolution of the tax

issue I have described above.

I am a good citizen of the Town of Hampden and have NEVER been even a day late on paying any taxes due the town for which I was billed over

the 34 years I have lived here.

Because of the circumstances I have written to you above and because I have no history of tardiness in paying taxes of any kind to the Town of

Hampden, I am respectfully requesting that you abate the penalty interest of \$6.16 as the tax has been paid.

Sue, you may have more info for the board re the possible mixup and how it may have transpired, based on our conversation yesterday.

I respectfully await your reply

Ronald W. Bailey DMD

TO: Finance Committee
FROM: Sue Lessard, Town Manager
DATE: June 14, 2012
RE: Ron Bailey Interest Abatement Request

The Town received a request from Ron Bailey for abatement of interest on property taxes in the amount of \$6.16. His email request is attached.

Mr. & Mrs. Bailey receive a total of 16 tax bills, one of which is paid by a mortgage holder and the remainder which they pay separately. Mr. Bailey states in his email that he did not receive the tax bill in question. Our bills are mailed out by the printer who prints them, and in the case of an incorrect address, the bills are returned to us as undeliverable. We did not receive this bill back from the postal service or we would have looked for a better address and forwarded it. The address on the copy of the bill is correct. Further, while the Town does send bills, by law, it is a courtesy because there is no legal requirement that a bill be sent.

We send more than 3600 property tax bills annually. Mr. Bailey is not the only person who has had to pay interest on unpaid taxes because the person asserted that they had not received a bill, or by someone who feels that a long term positive payment history allows the Town to waive interest for a late payment. The Town Council sets the tax rate and the due date and the penalty % for late payment. We treat everyone the same and if we start to waive interest for one, we will no longer be doing that.

Mr. Bailey also believes that it was the staff's responsibility to know that he had sixteen tax bills and that when the payment was made for 14 of them last fall with the little slips that accompany the tax bill, that we would also have somehow 'known' that there was another one that was not paid by him and a second paid by his mortgage holder. That is not the case without individually looking up every account owned by every taxpayer at the time a payment is made. We post payments based on the accounts given. In looking up Mr. & Mrs. Bailey's accounts after he contacted me on this issue, there is one lot listed that was combined with others in 2008 that gets no bill now, another that is paid by his mortgage company and 15 related to a subdivision that he owns. This situation is not unique to Mr. Bailey. We have a number of property owners with multiple properties.

The reason this came to light is because the Tax Collector, as a courtesy to taxpayers who might have missed a payment, sent out notices in May to all owners with unpaid taxes as a reminder so that people did not end

up with the names in the Town Report because something happened and they, or their mortgage holder did not submit payment. Without this effort on the part of staff, Mr. Bailey's unpaid tax would have been listed in the Town Report.

While I understand that people get frustrated with government and our need to treat everyone the same when they feel that they have a reason why we should not do so, I cannot recommend that you abate this interest unless you are willing to do the same for all the other people who pay taxes late. Many consider the town to be responsible since we do not send out reminders after the bills go out, we do not send a second bill for the second payment.