



Town of Hermon

Public Safety Building Meeting Room

May 12, 2016

Town Council Meeting

7:00 PM

AGENDA

*** Televised live on Cable Channel 121.5 ***

Council Meetings may be viewed live online and are archived after the meeting
has taken place – check hermon.net for link.

ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION

- I. **CALL TO ORDER BY CHAIRPERSON**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES,
And APPROVAL OF MINUTES:**
- V. **NEWS, PRESENTATIONS AND RECOGNITIONS**
- VI. **PUBLIC ITEMS OR COMMENTS** (*Items Not Already on Agenda*)
- VII. **PUBLIC HEARINGS**
 - #1. **Hold** Public Hearing to hear comment regarding amending the Hermon 2015 TIF Omnibus Development plan.
- VIII. **COMMITTEE REPORTS**
- IX. **SCHEDULED AGENDA ITEMS**
 - A. **OLD BUSINESS**
 - #2. **Consider** authorizing expenditure from Fire Equipment Reserve



- #3. **Consider** transfer from Sick Leave Reserve
- #4. **Consider** payment of legal fees for Economic Development purposes from TIF Funds
- #5. **Consider** introducing ordinance titled “Title IX General Regulations, Chapter 94 Public Safety Wrecker Towing Rotation and Services”
- #6. **Consider** Amendment to the Charter regarding the term for Town Manager
- #7. **Consider** authorizing architectural services for recreation facilities review and concept design at the Hermon Elementary School
- #8. **Consider** authorizing locally administered project agreement for paving Route 2 with State funds

B. NEW BUSINESS

- #9. **Consider** approving extension to the Business Equipment Loan Program
- #10. **Consider** authorizing expenditure from the Cemetery Reserve
- #11. **Consider** authorizing Bid Request for a new backhoe.
- #12. **Consider adopting** Penobscot County Hazard Mitigation Plan- 2016 Update
- #13. **Consider** nomination to the MMA Legislative Policy Committee
- #14. **Consider** donation to the Hermon Alumni Association
- #15. **Review** changes to the proposed 2016-17 municipal budget
- #16. **Set** budget for social and community services
- #17. **Consider** recommending the 2016-2017 budget for education and signing the School Budget Meeting Warrant.
- #18. **Adopt** the 2016-2017 CIP
- #19. **Set** Preliminary Budget for 2016-2017
- #20. **Set** date (May 26, 2016) for public hearing to receive public comments regarding the 2016-2017 budget



C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

XI. MANAGER STATUS REPORT:

XII. FINAL PUBLIC ITEMS OR COMMENT (*Items Not Already on Agenda*)

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

Explanatory note #1: All items in the CONSENT CALENDAR are considered routine and are proposed for adoption by the Town Council with one motion without DISCUSSION or deliberation. If DISCUSSION on any item is desired, any member of the Council or public may request the removal of an item for it to be placed in the regular agenda prior to the motion to approve the Consent Agenda.

Explanatory Note #2: In the interest of effect decision-making: At 10:00 p.m., the Chairman shall poll the Council and Town Manager to identify remaining items which shall be carried forward to the next Regular Meeting.

Explanatory Note #3: A Councilor who feels the need for the Council excusing his/her absence will make the request to the Town Manager or the Town Clerk prior to the meeting.

MEMORANDUM

To: Members of the Town Council
From: Roger Raymond, Town Manager
Re: Town Council Meeting Agenda 5-12-2016
Date: May 6, 2016

Consider authorizing expenditure from Fire Equipment Reserve- The Council is being asked to transfer the cost of upgrading the springs on 411 fire engine from the operating budget for the Fire Department to the Fire Equipment Reserve. When the expenditure was originally approved it was noted the cost would be charged to the operating budget account only if there would be ample funds at the end of the fiscal year to cover the cost. Because of several accidents that occurred during the fiscal year there is not going to be sufficient funds in the operating budget to cover the cost for the improvement. The Council is being asked to transfer the cost to the Fire Equipment Reserve in the amount of \$3,490.21.

Consider transfer from Sick Leave Reserve- Because an employee has been on extended sick leave for a longer period than expected, it became necessary to incur additional supervisory cost during the days of absence. The estimated additional cost cannot be absorbed entirely by using funds in operating budget. The Council is being asked to transfer from Sick Leave Reserve \$4,000 to the Fire Department Part-time Wages to help defray the unexpected wages required to maintain a supervisor on call at all times.

Consider payment of legal fees for Economic Development purposes from TIF Funds- These legal fees were incurred during the 2015 fiscal year but were not billed until 2016. The legal services were to amend the TIF Development Plan, to establish new TIF Districts and to prepare the necessary Credit Enhancement Agreements for each of the new businesses that qualified for business assistance. This is an eligible TIF expense, therefore, the town Council is being asked to authorize payment to Pierce Atwood in the amount of \$6,264 to be paid from TIF Revenues. A portion of this cost is being reimbursed by the businesses that qualified for assistance.

Consider introducing ordinance titled "Title IX General Regulations, Chapter 94 Public Safety Wrecker Towing Rotation and Services"- The Town Council is asked to introduce the proposed ordinance and to schedule a public hearing on June 9, 2016 to allow for public comment. A workshop was previously held to discuss the ordinance. No changes were proposed. I have attached a copy for your review.

Consider Amendment to the Charter regarding the term for Town Manager- Town Council will be asked to consider an amendment to Section 4.01 regarding the appointment of the Town Manager. Currently the Charter requires the Town Manager to be appointed for an indefinite term. The amendment would change the term to a "definite" term. This allows the Town Council to limit the term contractually while an "indefinite term" requires removal for cause.

Consider authorizing architectural services for recreation facilities review and concept design at the Hermon Elementary School- The Town Council previously agreed to allow the Town Manager to seek the services of an architect to provide a facility review and concept design for

space used by the Recreation Department at the Hermon Elementary School. The School Department is proposing a major expansion project and it is in the best interest of the Town to mutually work with the School Department to determine the facility needs for the Recreation Department and consider the improvements are completed at the same time. The firm, WBRC, has been selected by the School Department to conduct the school part of the study. The firm has proposed to conduct the town's work for a fee of \$7,000. The cost of these services is scheduled to be paid for from the Elementary Reserve. I have included a copy of the proposal for your review.

Consider authorizing locally administered project agreement for paving Route 2 with State funds- The Town Council is being asked to approve an agreement to locally administer a project for resurfacing a section of Route 2 in conjunction with the sidewalk project. It is expected the project will go out to bid in mid July. The expected cost for this portion of the project is \$140,000 which will be paid entirely by MDOT.

Consider authorizing expenditure from the Cemetery Reserve- The Council is being asked to authorize the expenditure of \$2,500 for improvements at Snow's Corner Cemetery. The improvements include roto-tilling an area along the existing cemetery to extend the road to its proposed terminus and leveling an area where fill was disposed of last fall from a ditching project along Fuller Road. Funds from the cemetery operating account will be used to reseed the disturbed area so the entire undeveloped area of the cemetery can be mowed. In addition, it is proposed later this summer to gravel the road running parallel to the existing cemetery so more lots can be accessed as well as to provide a more suitable access to the back lots.

Consider authorizing bid request for a new backhoe- The Council is being asked to authorized a bid request for the purchase of a replacement backhoe. I have included a copy of the request and specifications. The request is for a unit similar to what is currently being used. The old unit will be traded-in to off-set some of the cost.

Consider approving extension to the Business Equipment Loan Subsidy Program- The Town seeks to extend its agreement with Camden National Bank to continue the Business Equipment Loan Subsidy Program. The members of the Economic Development Committee have reviewed the program and have recommended to the Town Council the Program be continued with Camden National Bank. The Program calls for the Town to deposit \$40,000 of TIF Revenues in an account at Camden National Bank to be used to write down the interest cost for businesses that choose to purchase needed equipment for their business use. The subsidy writes down the cost of the interest by 300 basis points but not to exceed \$5,000 for each applicant. There are still funds remaining in the existing program I so I do not expect the need to deposit the funds until the balance is approved at Annual Town Meeting. I have included a copy of the Agreement for your review.

Consider adopting Penobscot County Hazard Mitigation Plan- 2016 Update-The Penobscot County Commissioners have requested the Town Council adopt the Penobscot County Hazard Mitigation Plan-2016 Update. A copy of the plan can be obtained from the Penobscot County webpage under Emergency Management. The plan is necessary in order to qualify for federal

assistance to mitigate any hazardous condition. I have included in the packet a copy of the Resolution.

Consider nomination to the MMA Legislative Policy Committee- MMA has requested the Town of Hermon provide a nomination for the MMA Legislative Policy Committee representing Senate District 9 except for Bangor. In the past, the Town Manager usually serves as the Town's representative. I recommend the Town Council continues the practice.

Consider donation to the Hermon Alumni Association- The Hermon Alumni Association has requested a donation for 2016. This would be the first time since I have been your Town Manager a request has been made. The Town Council could consider a donation using funds in from Council Project Account.

Review changes to the proposed 2016-17 municipal budget- There will be several changes that have to be made to the municipal budget. These changes will include the addition of funds to reimburse Ryder and adjustments to several salary lines that will be legislated by a Presidential Executive Order beginning 1-1-2017. I estimate the adjustment for the Ryder agreement will be around \$85,000 which will be offset by increasing the revenue line for Excise Tax while the salary increases are estimated to total \$8,000 which will have to be added to the municipal budget.

Consider approving appropriations for Social and Community Services- Approve the budget for Social and Community Services. I have included a list of the proposed appropriations. The only change from last year is to eliminate the appropriation for Hammond Street Senior Center since the center has been closed and the building sold.

Consider recommending the 2016-2017 budget for education- The Town Council will be asked to recommend the School Budget as reviewed by the Superintendent of Schools and such will be reflected on the School Warrant.

Adopt the 2016-2017 CIP- The Town Council will be asked to approve the Capital Improvement Plan for the fiscal year 2016-2017. I have attached a copy of the summary for your review.

Set Preliminary Budget for 2016-2017- The Town Council will be asked to set a preliminary budget. I have provided you with an undated Budget Summary Sheet. The summary does not include changes that may have been approved as previous actions of the Council.

Approve Preliminary Warrant- The Town Council will be asked to give preliminary approval to the Annual Warrant for the Town Meeting scheduled for June 16. I have attached a draft copy for review.

Set date for public hearing to receive public comments regarding the 2016-2017 budget- It is proposed the public hearing be set for May 26, 2016.

Legal Notices

TOWN OF HERMON PUBLIC HEARING

The Hermon Town Council will hold a public hearing on Thursday, May 12, 2016, at 7:00 p.m. at the Town Offices in the Hermon Municipal Building, 333 Billings Road, Hermon, Maine, for purposes of amending the Hermon Tax Increment Financing (TIF) Omnibus Municipal Development program. The Town Council will receive public comment on the proposed amendment:

- To authorize direct loan, grant or investment fund assistance to any business locating or expanding within the municipality, to defray relocation, expansion and infrastructure costs; with the grant assistance to be paid out of Town TIF development program funds

A copy of the proposed changes to the Hermon Tax Increment (TIF) Omnibus Development plan will be on file with the Hermon Town Clerk prior to the public hearing and may be reviewed at the offices of the Hermon Town Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

April 29, 2016

#1.
5-12-16

From:  "Santini-Smith, Laura" <Laura.Santini-Smith@maine.gov> 5/5/20... 

Subject: #5 Business Parks Third Omnibus

To:  **Scott Perkins**

Hi Scott,

This is to confirm, following our call and at your request, that per Development Program for this District the Town may use so called TIF revenues on a revolving loan or investment fund, grant program and/or for grant matching purposes.

There is no need for further action on this matter and a copy of this email will be placed in District folder here at DECD. While it is my preference to catch such an omission prior to Commissioner review and approval, in this case we are past that point and wording below covers this particular situation. The wording may be found on page 1 of approval letter for this District.

Town revenue allocation projected at \$784,784 may facilitate funding for an estimated \$8.4 million in public costs and associated debt, if any as further described in Development Program. This funding MUST comply with already established Town appropriation process—with activities/projects due completion BEFORE/BY June 30, 2045:

WITHIN DISTRICT

Also please note while Program may list multiple statutory citations with public project costs, in application not all citations apply to all activities/projects described within each cost description. Hermon is obligated to verify proper authorization for each project cost to be undertaken. Additionally these funds, programs and grant matching must have a business/commercial focus and/or clear connection with § 5225 as cited below, again from approval letter:

- q. Business revolving loan fund per § 5225(1)(C)(3) for costs authorized by 30-A M.R.S. § 5225 and Department rules as amended from time to time and municipal infrastructure/ED grant matching related to 30-A M.R.S. §§ 5221-5235 economic development activities \$500,000;
- r. Workforce training/retraining costs including grants to businesses for jobs created/retained in Hermon \$150,000;
- s. Recreational trails \$200,000; ☺

Thank you for the opportunity to clarify matters and anything else please let me know,



#2
5-12-16

FR15-16-02

Be it resolved by the members of the Town Council the Hermon Fire Department be authorized to award the contract to install front springs on Fire Truck 411 to Freightliner in an amount not to exceed \$3,000.

Be it further resolved the cost of the repair be charged to Account #12-02-12-13 and if it is determined at the end of the fiscal year the account is over drafted, the cost not to exceed \$3,000, may be charged to the Fire Equipment Reserve Account.

SIGNED this July 2, 2015 by the Hermon Town Council:

Donna Ellis

William Scott

Timothy McCluskey

Alden Brown

Douglas Sinclair, Sr.

Steven Thomas

Anne Freeman

Attest Original: _____

Motion _____	Yeas _____	Date _____
Second _____	Nays _____	

4
5-12-10



January 14, 2016
Invoice # 941421

Town of Hermon
Scott Perkins, Economic Dev. Director
PO Box 6300
Hermon, ME 04401

REMITTANCE ADVICE

Client.Matter: 19880.2251 JMS

RE: Business Park TIF

BALANCE DUE THIS INVOICE

\$ ~~6,394.00~~ 6264.00

**TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN
THIS REMITTANCE PAGE WITH PAYMENT**

Wire Transfer Instructions:

Keybank, NA
Portland, ME 04101
Swift Code KEYBUS33
ABA# 011200608
Account # 20046970
Pierce Atwood LLP

Payment by check to:

Pierce Atwood LLP
Accounting
Merrill's Wharf
254 Commercial Street
Portland, ME 04101

*****ALL INVOICES ARE DUE WITHIN 30 DAYS*****

Invoice #: 941421

January 14, 2016

PROFESSIONAL SERVICES RENDERED

Date	Atty	Hours	Description Of Services Rendered
10/18/13	JMS	.40	Attention to e-mail correspondence from R. Harriman re TIF amendment and public TIF projects
1/23/15	JMS	3.20	Attention to TIF maps and proposed Third Omnibus program; prepare draft TIF notice; e-mail correspondence to S. Perkins re same; prepare TIF maps
1/26/15	JMS	1.00	Attention to TIF proposal and e-mail correspondence from S. Perkins; e-mail correspondence to S. Perkins re TIF boundaries and OAV breakout
1/28/15	JMS	.70	Telephone call with S. Perkins re Hermon TIF district boundaries and value
2/09/15	JMS	1.20	Attention to 2015 3rd omnibus TIF program
2/10/15	JMS	1.10	Telephone call with S. Perkins re draft TIF development program; prepare Third Omnibus Development Program for public hearing; e-mail correspondence to S. Perkins re same
2/25/15	JMS	.90	Prepare TIF project list for DECD pre-flight review
3/27/15	JMS	.90	Telephone call with DECD re comments on TIF project list
4/08/15	JMS	.90	Attention to revised TIF project list re DECD comments; e-mail correspondence to S. Perkins and telephone call with S. Perkins re same
4/09/15	JMS	.90	Draft Hermon TIF order; e-mail correspondence to S. Perkins re same
8/10/15	JMS	1.10	Prepare TIF cover sheet, revised assessor certificate and Town submittal letter; e-mail correspondence to S. Perkins re same
8/21/15	JMS	1.20	Attention to DECD application submission materials
8/24/15	JMS	1.10	Prepare supplemental DECD filing information
10/15/15	JMS	1.30	Attention to DECD edits to Third Omnibus Development Program; attention to village center question
11/04/15	JMS	.80	Attention to further technical revisions to 3rd Omnibus TIF program; e-mail correspondence to DECD re same
11/06/15	JMS	1.10	Attention to technical revisions to 3rd Omnibus TIF
		17.80	Totals

TOTAL PROFESSIONAL SERVICES

\$ 6,394.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Hours	Rate	Total
J. Saffian	.40	325.00	130.00
J. Saffian	17.40	360.00	6,264.00
TOTALS	17.80		\$ 6,394.00

TOTAL THIS INVOICE

\$ 6,394.00

6264.00

#5
5-12-16

TOWN OF HERMON CODE OF ORDINANCES
TITLE IX: GENERAL REGULATIONS
Chapter 94 Public Safety Wrecker Towing Rotation and Services

1. Purpose:

The Town of Hermon seeks emergency towing services for public safety towing that meets minimum qualifications to ensure the safety and security of the public and their property while allowing for a fair and efficient rotation for Hermon towing businesses. The Town also seeks to ensure that qualified towers have equal access to provide the needed emergency towing services if the owner does not have a preferred towing service.

2. Towing rotation list established:

- 2.1 A towing rotation list is hereby established. Any towing service holding a qualification from the Chief Deputy for the Sherriff's Office shall be eligible for inclusion on that list.**
- 2.2 Any eligible towing service shall be included in the towing rotation list at the request of that towing service as received by the Chief Deputy. Priority will be given to towing services located in Hermon. Once all Hermon qualified towing services have been exhausted during an incident, the rotation will extend to qualified towing services located outside the boundaries of the Town of Hermon.**
- 2.3 The towing rotation list shall be used for all public safety tows in Hermon except for tows where the owner of the vehicle has a preferred service.**
- 2.4 The Hermon Public Safety Units (Fire, Police, and Public Works) will advise the Penobscot Dispatch Center to call the towing service at the top of the towing rotation list as referenced in Section 2.2 of this ordinance.**

3. Required conditions for a qualified towing service:

- 3.1 Provide a list to the Town of the towing equipment available including at minimum one wrecker and a platform towing truck.**
- 3.2 The location of the release facility to which the public must come to claim the towed vehicle.**
- 3.3 A certificate of insurance confirming commercial liability insurance insuring the operation of the applicant's business for bodily injury or property damage in the amount of \$400,000 combined single limit for each incident.**
- 3.4 A certificate of insurance confirming vehicle liability insurance for each tow vehicle covering personal injury loss in the amount of \$400,000, combine single limit, or such greater amount shall be required by Maine law. Such policy shall also provide for property damage insurance in the amount of twenty-five thousand dollars. The lapse or cancellation of any insurance coverage required**

shall be grounds for immediate suspension from the towing rotation list until proof of adequate coverage is provided to the Town of Hermon.

3.5 All wreckers offered for service shall at all time meet Maine State inspection standards and will maintain a State of Maine Motor vehicle registration.

4. Service standards required:

4.1 Respond within 30 minutes of receiving the call.

4.2 The wrecker operator or other employee of the towing service shall clean the scene of all non-hazardous vehicle debris resulting from the accident. All debris shall be removed to the satisfaction of the deputy in charge of the scene prior to the wrecker(s) leaving the scene.

4.3 The solicitation of towing business at the scene of any accident or emergency is prohibited unless the police or the owner/operator of the vehicle to be towed called or summoned the towing service to the scene. This section is not meant to prohibit tow services from stopping to render assistance in their normal course travel when coming upon a disabled motorist.

5. Services charges:

5.1 The wrecker service will provide the Town with a schedule of their towing fee at initial start-up and will provide written notice whenever the rate is changed. This is not to preclude the service from adjusting their billing rate due to unforeseen circumstances.

6. Severability:

6.1 On the event any provisions or portion of the Ordinance is held to be deemed unlawful or unconstitutional by any court of competent jurisdiction, the remaining provisions or portions of the ordinance be declared to be severable and shall not be thereby invalidated.

6
5-12-16

TOWN MANAGER

Sec. 4.01 - APPOINTMENT; QUALIFICATION

The Town Council shall appoint a Town Manager for an indefinite term and fix his/her compensation. The Manager shall be appointed on the basis of his/her executive and administrative qualifications. He/She need not be a resident of the Town or State at the time of his/her appointment but may reside outside the Town while in office only with the approval of the Council.

Sec. 4.02 - REMOVAL

The Council may remove the Manager from office in accordance with the following procedures:

(1) The Council shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal and may suspend the Manager from duty for a period not to exceed 30 days. A copy of the resolution shall be delivered within 96 hours to the Manager.

(2) Within 5 days after receiving a copy of the resolution, the Manager may file with the Council a written request for a public hearing. This hearing shall be held at a Council Meeting not earlier than 10 nor later than 20 days after the request is filed. The Manager may file with the Council a written reply not later than 5 days before the hearing.

(3) The Council may adopt a final resolution of removal, which may be effective immediately by affirmative vote of a majority of all its members at any time after 10 days from the date when a copy of the preliminary resolution was received by the Manager, if he/she has not requested a public hearing, or at any time after the public hearing, if he/she has requested one.

(4) The Manager shall continue to receive his/her salary until the effective date of final resolution or removal. In addition, he/she shall receive severance pay and other allowances at the discretion of the Town Council.

Sec. 4.03 - ABSENCE OF TOWN MANAGER

By letter filed with the Town Clerk the Manager shall designate, subject to approval of the Town Council, a qualified Town administrative officer to exercise the powers and perform the duties of Manager during his/her temporary absence or disability. During such absence or disability, the Council may revoke such designation at any time and appoint another officer of the Town to serve until the Manager shall return or his/her disability shall cease. In the event of failure of the Manager to make such designation, the Council may by resolve appoint any

April 21, 2016

Mrs. Patricia Duran, Superintendent
31 Billings Road
PO Box 6360
Hermon, ME 04402
Phone: (207) 848-4000, Ext. 6000
e-mail: duranp@hermon.net

**RE: Request for Proposal: Educational Facilities Review and Concept Design (REVISED)
Hermon Elementary School**

Dear Patty,

Thank you for meeting with WBRC on Thursday, January 7 and again on Thursday, April 14, 2016 to discuss your project and our firm qualifications. As discussed at our meeting and follow up phone emails/conversations with Roger Raymond and Michelle Thayer, please consider this proposal to provide Architectural and Engineering Design services for the facility review, programming and concept design at the Hermon Elementary School.

Project Understanding

We understand that this project is being undertaken to address upgrades to the existing building as well as to review potential education program updates that could be enhanced through existing space modifications. As discussed at our recent meeting, we will also include in our scope of work programming and concept review for the Hermon Recreation Department before and after school programs and possible expansion at the Hermon Elementary School. Based on our initial understanding, we propose a work plan which will focus on three major tasks for both the Hermon School Department and Hermon Recreation Department (fee will be provided separately for each department):

- 1) Existing Facility Review (limited)
- 2) Educational Space Needs Programming
- 3) Facility Concept Design

www.wbrcae.com

BANGOR
44 Central Street
Bangor, Maine 04401-5116
207.947.4511 voice 207.947.4628 fax

PORTLAND
30 Danforth Street, Suite 306
Portland, Maine 04101
207.828.4511 voice 207.828.4515 fax

SARASOTA
8130 Lakewood Main Street, Suite 210
Lakewood Ranch, Florida 34202
941.556.0757 voice 941.556.0759 fax
FL COA#AA260001395 & 27189

Task 1. Existing Facility Review (limited)

WBRC will perform a limited Architectural and Engineering review of the existing physical condition of specific areas of the school building (existing restrooms, mechanical/electrical systems and kitchen) to include ADA accessibility, life safety, structural adequacy, interior finishes and equipment. Information will be gathered as a result of one (1) site visit and will be used as base data for Tasks 2 and 3. This task will only need to be completed once, since each department currently utilizes the same existing components/facilities in the elementary school for their respective programs.

Task 2. Educational Space Needs Programming

WBRC will attend a series of meetings with you and your designated leadership team of educators and administrators to assist you in developing a comprehensive educational space needs program. The developed program will identify core educational facilities such as general and specific academic classrooms, specialty areas including physical education, library, performing arts and cafeteria, as well as administrative, nurse, guidance and other support spaces. The process will include an inventory of existing spaces and floor areas. The completed program will include a comparison of existing and proposed space requirements for each component. The task will be completed concurrently for both the Hermon School Department and Hermon Recreation Department as to maximize utilization of the existing building. We envision that this task will include (3) meetings (listed below) with your school department administrative/facilities group, as well as the recreation department:

Committee Meeting 1: Review findings from Existing Facility review. Information gathering from representatives of each educational / administrative team.

Committee Meeting 2: First draft of program, review and discuss.

Committee Meeting 3: Second draft of educational program, refined for further review and discussion.

Task 3. Concept Design - School Building Facility

We understand that there is current need for additional educational space in the building for the Hermon School Department and educational, office and recreational spaces for the Hermon Recreation Department. Following the completion of the Educational Space Needs Programming, areas of the building will be identified and studied to determine the best opportunities for future expansion which will accommodate growth that will best suit the long term needs of the school and recreational departments. The task will be completed concurrently for both the Hermon School Department and Hermon Recreation Department as to maximize utilization of the existing building. We envision that this task will include (3) meetings (listed below) with your school department administrative/facilities group, as well as the recreation department:

Committee Meeting 4: Preliminary pre-concept diagrams for review and discussion.

Committee Meeting 5: Refined conceptual design plans and review of preliminary costing for further review and discussion.

Committee Meeting 6: Final conceptual design plans and preliminary costing.

The finished product will include the development of the leading conceptual option and will be illustrated through concept level drawings (site plan, floor plans and building elevations), narratives from each disciplines (architecture, interiors, civil, structural, mechanical and electrical), and preliminary opinions of probable construction costs for any renovations and expansions based upon square foot analysis.

Project Schedule

Our office has the staff and time available to assist you in a timely fashion. We anticipate that the scope of work outlined can be accomplished in four to six months following our first meeting, however the schedule could be accelerated depending on the availability of your team. Tasks 1 & 2 may run separately or concurrently. The information developed in Tasks 1 & 2 will inform the work outlined in Task 3. It is important to note that the current anticipated scope of work reflects the tasks, as we understand them to be. Should the scope of work need to be revised during any phase of the project, the overall schedule and fee will need to be reviewed and adjusted as necessary.

Project Fee

We propose to perform the work for a fixed fee described below plus normal reimbursable expenses (including mileage, reprographics, and services in addition to those enumerated) earned as follows:

Task 1: Existing Facility Review (limited): \$2,500
(20 hours of Architecture & Engineering time planned)

Task 2: A. Hermon School Department:

Educational Space Needs Programming: \$5,800
(44 hours of Architecture & Engineering time planned)

B. Hermon Recreation Department:

Educational Space Needs Programming: \$1,800
(14 hours of Architecture & Engineering time planned)

Task 3: A. Hermon School Department:

Concept Design - School Building Facility: \$16,800
(130 hours of Architecture & Engineering time planned)

B. Hermon Recreation Department:

Concept Design - School Building Facility: \$5,200
(40 hours of Architecture & Engineering time planned)

Our Fee includes an effort of approximately 248 hours of Architecture and Engineering. As discussed at our meeting on January 7, WBRC will credit 15% of the total fee for the scope outlined above. We would be happy to review the scope of services described above with you should it be necessary to fine tune this fee.

Work Scope not included

- **Preparation of facility 'base drawings':** It is our understanding that we will be provided with base document information (site plans, floor plans, and exterior elevations (in .dwg format)) of the school building. If digital base document information is not available, we will provide you a separate fee for any required subsequent work.
- **Site Survey, Traffic Survey, and Geotechnical Investigations:** This work is not anticipated at this time, however, if required as the project moves forward, it is our understanding that the Owner would provide any surveys and geotechnical information.
- **Curriculum Vision / Educational Specifications** to be completed by School staff and Administrators for review with the Design Team.
- **Enrollment Study:** If updates are needed, the Owner will provide enrollment data.
- **Cost estimating services:** Estimates of probable construction costs based upon square foot analysis may be provided by WBRC Architects · Engineers, but detailed construction cost estimating services will be an additional service.
- **Existing Facility Survey:** WBRC will complete a limited existing facility review of the elementary school. If an Existing Facility Survey (EFS) is requested, we will provide you a separate fee for any required this work.
- **Site or Building Renderings:** If needed, WBRC will provide this as an additional service.

We appreciate the opportunity to provide our professional services and we are looking forward to assisting you on this project. If you have any questions, or would like to review any aspect of this proposal, please feel free to contact us at your convenience.

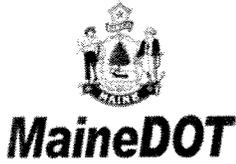
Respectfully submitted,

WBRC Architects · Engineers



A. Ray Bolduc, P.E.
Principal
207.947.4511, Ext 244
ray.bolduc@wbrcae.com

cc: Ed Marsh, Michelle Thayer



<i>MaineDOT use only</i>	
TEDOCS #:	_____
AMS ID #:	_____
CSN:	_____
PROGRAM:	<i>Multimodal (OUC 57000)</i>

MAINE DEPARTMENT OF TRANSPORTATION
Locally Administered Project Agreement
 With the
Town of Hermon
 Regarding
Resurfacing of a Portion of Route 2 with State Funds: WIN 017887.10

Vendor Name: <u>Town of Hermon</u>	Vendor ID: <u>VC1000036317</u>
Total Agreement Amount: <u>\$140,000.00</u>	State Share: <u>\$140,000.00</u>
Effective Date: _____	Expiration Date: _____

This agreement for local administration of a state-aid project is between the Maine Department of Transportation, an agency of the State of Maine with headquarters at 24 Child Street in Augusta, Maine (“**MaineDOT**”), and the Town of Hermon, a municipal corporation and body politic with its principal offices at 333 Billings Road in Hermon, Maine (“the **Town.**”)

WHEREAS, the scope of work described herein was selected for state funding and inclusion in **MaineDOT’s** 2015-2017 Work Plan; and

WHEREAS, the **Town** shall deliver the work in Article 1, Section A as a locally administered project, subject to **MaineDOT** oversight to ensure that all requirements are met.

WHEREAS, the **Town** will undertake the work in conjunction with a sidewalk project that is covered by a separate agreement: CTM 20120111000000003039 / CSN 29502.

NOW, in consideration of the previous statements, **MaineDOT** and the **Town** (“the **Parties**”) agree to the following terms and conditions:

ARTICLE 1. PROJECT OVERVIEW

- A. SCOPE OF WORK. This Agreement will apply to a resurfacing of Route 2, beginning 0.14 mile east of Billings Road and continuing easterly for 0.54 mile (“the **Project.**”) Any substantial change to this scope of work shall require **MaineDOT’s** written approval to be eligible for funding from **MaineDOT**.
- B. FUNDING. The estimated cost of the **Project** is one hundred forty thousand dollars (**\$140,000**) to be shared at the rates and terms described in Article 3.
- C. ROLE OF TOWN. The **Town** shall assign a full-time employee with certification from **MaineDOT** to manage the **Project** and carry out the **Town’s** responsibilities. This Local Project Administrator shall follow the guidance in the latest edition of **MaineDOT’s** Local Project Administration Manual. If the certified administrator leaves the **Town** or ceases to oversee the **Project**, the **Town** shall stop work and notify the **MaineDOT** Project Manager. **MaineDOT** will evaluate the situation and determine a course of action.

- The **Town** has assigned the following person to serve as Local Project Administrator:
Roger Raymond, Town Manager
Phone: (207) 848-1010
Email: raymond@hermon.net

D. **ROLE OF MAINE DOT.** **MaineDOT** will assign a Project Manager to carry out the State of Maine's responsibilities under this Agreement. This person or a designee will have the authority to request design changes; accept and reject invoices; review construction activities to ensure compliance with contract documents; and take all other action needed to ensure proper performance of this Agreement.

- MaineDOT** has assigned the following individual to be Project Manager:
Aurele Gorneau II, Senior Project Manager
Phone: 624-3553 / 592-4438
Email: Aurele.GorneauII@maine.gov

ARTICLE 2. PROJECT DEVELOPMENT

- A. **AUTHORIZATION.** The **Town** shall receive notice to proceed from **MaineDOT** before starting reimbursable work or executing any service contract under this Agreement. Work performed before the execution date of this Agreement shall be ineligible for reimbursement from **MaineDOT**.
- B. **PROGRESS REPORTS.** The **Town** shall provide **MaineDOT** with regular progress reports for the **Project** at intervals established by **MaineDOT's** Project Manager.
- C. **CONSULTANT SERVICES.** The **Town** may contract for consultant engineering services as necessary to develop the **Project**. In doing so, the **Town** shall:
1. Use a qualifications-based selection.
 2. Obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
 3. Ensure that "Consultant General Conditions for Local Public Agencies" govern all work.
 4. Obtain **MaineDOT's** written approval before modifying a contract. ***MaineDOT** reserves the right not to reimburse the **Town** for work covered by a modification executed without prior approval or work performed before the effective date of a modification.*
- D. **DESIGN WORK.** **Project** plans, specifications, estimates and contract documents shall be developed in accordance with the latest versions of **MaineDOT's Highway Design Guide and Standard Specifications (2014)**, as follows:
1. The **Town** shall submit the final plans, specifications and estimate (PS&E) package to **MaineDOT** for review and comment.
 2. The **Town** shall address to **MaineDOT's** satisfaction any changes requested or concerns expressed before the **Project** may be advertised for construction.

3. The Engineer of Record shall be responsible for the quality of all design plans, specifications and estimates. **MaineDOT's** acceptance of the PS&E package shall not relieve the Engineer of Record of responsibility for the quality of the engineering documents for the **Project**.
- E. PERMITS. The **Town** shall obtain all required approvals, permits and licenses for the **Project**. Copies of all such documents an environmental certification (Communication 12) shall be submitted to **MaineDOT** with the final PS&E package.
- F. UTILITIES. The **Town** shall coordinate the **Project** with all utilities and submit a utility certification (Communication 13) to **MaineDOT** with the final PS&E package. **MaineDOT's** Utility Accommodation Rules (2014) shall apply to all required utility relocations.
- G. RIGHT OF WAY. If right-of-way will need to be acquired for the **Project**, **MaineDOT** will carry out all aspects of the right-of-way process.
- H. SOLICITATION OF BIDS. Upon receiving written authorization from **MaineDOT**, the **Town** shall advertise for competitive bids, as follows:
 1. The **Town** shall follow the procedures in MaineDOT's Standard Specifications (November 2014 Edition), Section 102, "Bidding."
 2. The **Town** shall submit bid tabulations to **MaineDOT** for review and shall obtain MaineDOT's written approval before awarding a contract.
- I. CONTRACT AWARD. Upon receiving **MaineDOT's** written approval, the **Town** shall award a contract to the lowest responsive and responsible bidder in accordance with MaineDOT's Standard Specifications (November 2014 Edition), Section 103, "Award and Contracting." The **Town** shall administer the contract for the duration of the **Project**.
- J. CONSTRUCTION. The **Town** shall hold a pre-construction meeting with **MaineDOT**, the contractor, utilities and any other parties involved in the construction work. The **Town** shall provide the supervision, inspection and documentation necessary to ensure that the **Project** is completed to **MaineDOT's** satisfaction in accordance with the final plans, specifications, special provisions and contract provisions, as follows:
 1. The **Town** shall coordinate materials testing required to meet the Minimum Testing Requirements for the **Project**.
 2. The **Town** shall submit contract modifications to **MaineDOT** for review and comment before they are executed.
 3. Upon completion, the **Town** shall certify in writing that the **Project** was constructed, quantities were measured and documented, and materials were tested in accordance with the final, approved plans, specifications and provisions of the contract.
- K. MAINEDOT OVERSIGHT. **MaineDOT** may inspect construction activities and documentation – and test materials used – to ensure compliance with the **Project** specifications and construction contract. **MaineDOT** may reject work or materials out of compliance and withhold reimbursement to the **Town** for such work or materials.

ARTICLE 3. FINANCIAL PROVISIONS

- A. **MAINEDOT SHARE.** **MaineDOT** will reimburse the **Town** for one hundred percent (**100%**) of **Project** expenditures eligible for state aid, up to a maximum reimbursement of one hundred forty thousand dollars (**\$140,000.**)
- B. **LOCAL SHARE.** The **Town** shall be responsible for costs deemed ineligible for reimbursement and expenditures exceeding the maximum reimbursement in Article 3A.
- C. **REIMBURSEMENT.** The **Town** may invoice **MaineDOT** for reimbursement of **Project** expenditures, up to the maximum in Article 3A. Invoices shall be submitted no more than monthly but no less than quarterly, subject to these conditions:
1. The **Town** shall submit invoices on letterhead in the format of Communication 4.
 2. Each invoice shall include a progress report in accordance with Article 2C.
 3. Each invoice shall contain an itemized account of expenditures for the period covered by the invoice, backup documentation, and proof of payment.
 4. Each invoice shall have an accumulative total and a breakdown of **MaineDOT's** and the **Town's** shares of **Project** costs.
 5. Each invoice shall include a certification from the **Town** that all amounts claimed are correct, due and not claimed previously.
 6. Payment of the final invoice shall be subject to a final inspection of the completed **Project** to determine the acceptability of the work.
 7. **MaineDOT** may withhold reimbursements to the **Town** to recover previous payments for items subsequently deemed to have been ineligible for state aid.
- D. **SET-OFF.** **MaineDOT** may exercise its rights of set-off to recover payment to the **Town** for work subsequently deemed ineligible for state aid. These rights will include, but will not be limited to, **MaineDOT's** option to withhold money owed to the **Town** under this Agreement and any other agreement with **MaineDOT** or any other agency of the State of Maine, including any contract starting before the effective date of this Agreement.

ARTICLE 4. TERMINATION

- A. **FOR CAUSE.** **MaineDOT** will have just cause to terminate this Agreement in the event of default by the **Town**, as defined in Article 4B below. **MaineDOT** will afford the **Town** a cure period of fourteen (14) calendar days, effective on the **Town's** receipt of Notice of Default. If the **Town** fails to address all defaults within this cure period, **MaineDOT** may terminate this Agreement for cause, with these conditions:
1. The **Town** and all contracted parties shall stop work on the **Project** immediately – except for work required to protect public safety – and shall abide by the terms of Article 5 below regarding the treatment of records for the terminated **Project**.
 2. If termination is the result of the **Town's** failure to correct any occurrence of default, **MaineDOT** shall recover reimbursements made and **Project** costs incurred.
 3. The **Town** shall forfeit all unspent state funds in the terminated **Project**.

- B. **DEFAULT.** **MaineDOT** shall send the **Town** a Notice of Default if the **Town**:
1. Withdraws from the **Project** without written concurrence from **MaineDOT**; or
 2. Takes any action that renders the **Project** ineligible for state aid; or
 3. Uses **Project** funds for a purpose not authorized by this Agreement; or
 4. Misrepresents or falsifies of any claim for reimbursement; or
 5. Fails to meet standards of performance outlined in this Agreement.
- C. **FOR CONVENIENCE.** The **Parties** may terminate this Agreement for convenience by mutual consent for any reason not defined as “default,” as follows:
1. In case of Termination for Convenience, **MaineDOT** will reimburse the **Town** for work performed under this Agreement until the effective termination date.
 2. All **Project** records shall be handled in accordance with the terms of Article 5 below.
 3. **MaineDOT** will reprogram for other purposes all unspent state funds in the **Project**.

ARTICLE 5. PROJECT RECORDS AND AUDIT

- A. The **Town** shall retain records for **five (5) years** from the date of **MaineDOT**'s acceptance of the final invoice for the **Project**. If any litigation, claim, negotiation or audit has begun before the end of this five (5) year period, all such records shall be kept at least until all action and resolution of all issues arising from it are complete. All records shall be provided to **MaineDOT** upon request after completion or termination of the **Project**.
- B. The **Town** and any consultant or contractor working on its behalf shall allow authorized representatives of the State of Maine to inspect and audit **Project** documents at reasonable times. Copies shall be furnished at no cost.
- C. The **Town** shall keep **Project** records in such form as may be easily audited. Audits shall be performed in accordance with generally accepted government auditing standards.

ARTICLE 6. GENERAL PROVISIONS

- A. **GOVERNING LAW.** This Agreement is made and shall be construed under the laws of the State of Maine.
- B. **INDEMNIFICATION.** To the extent allowed by law, the **Town** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **Town**, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *Any other provision of this Agreement to the contrary notwithstanding, this provision shall survive the termination or expiration of this Agreement.*

- C. CONFIDENTIALITY. The **Town** shall protect the confidentiality of engineering estimates of the cost to construct the **Project** in accordance with Title 23 of the Maine Revised Statutes Annotated (MRSA), Section 63, "Confidentiality of records."
- D. INDEPENDENT CAPACITY. The **Town**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.
- E. EQUAL EMPLOYMENT OPPORTUNITY. The **Town** shall not discriminate against any employee or applicant for employment *relating specifically to work under this Agreement* because of race, color, religious creed, sex, national origin, ancestry, age, sexual orientation or disability unless related to a bona fide occupational qualification.
 - 1. The **Town** shall include the provisions of Article 6E above in any contract for services or work for the **Project** so that the provisions are binding upon each consultant and contractor – with the exception of any contract for the purchase of standard commercial supplies or raw materials.
- F. BINDING EFFECT. The **Parties** shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- G. ENTIRE AGREEMENT. This document represents the entire Agreement between the **Parties**. Neither **MaineDOT** nor the **Town** shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

ARTICLE 7. EXPIRATION

All provisions of this Agreement – except for Article 5A (records), Article 6B (indemnification) and 6C (confidentiality) – shall expire upon satisfactory completion of the terms of this Agreement or **four (4) years** from the final day of the month in which this Agreement was executed, whichever occurs first. The provisions of articles 6B and 6C shall remain in place until specifically terminated by the **Parties** or negated by law.

ARTICLE 8. DEBARMENT

- A. By signing this Agreement, the **Town** certifies to the best of its knowledge and belief that it and its officers, agents and employees associated with the **Project** are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any governmental agency. If the **Town** is unable to certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **Town** shall notify **MaineDOT** promptly if it or any of its officers, agents and employees associated with the **Project** is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any governmental agency.
- B. The **Town** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

ARTICLE 9. CONFLICT OF INTEREST

By signing this Agreement, the **Town** agrees that it shall not enter into a contract with any outside entity that has a financial or other interest in the **Project** or in its outcome, other than the performance of the contract. This prohibition includes, without limitation: a.) any agreement with, or other interest involving, third parties having an interest in the outcome of the **Project** that is the subject to the contract; b.) any agreement providing incentives or guarantees of future work on the project or related matters; and c.) any interest in real property acquired for the **Project** unless such real property interest is openly disclosed to **MaineDOT** before the person or entity entered into the contract.

IN WITNESS WHEREOF, the **Parties** have executed this Agreement effective on the date last signed below.

Town of Hermon

Maine Department of Transportation

By: _____
Roger Raymond, Town Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that the 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 control.

#9.
5-12-16

BUSINESS EQUIPMENT LOAN SUBSIDY PROGRAM AGREEMENT

This Business Equipment Loan Subsidy Program Agreement (the “Program Agreement”) has been entered into as of the ___ day of March 2016 between the Town of Hermon, a municipality duly incorporated under the laws of the State of Maine situated in Penobscot County (the “Town”), and Camden National Bank, a Maine financial institution with offices in Bangor, Maine (the “Bank”).

ARTICLE I

PROGRAM OVERVIEW

1.1 Purpose. The Town wishes to encourage establishment and growth of business enterprises now existing or wishing to locate in the Town. For this purpose, it has agreed to establish a fund for the purpose of subsidizing interest payments on business loans made by the Bank to qualified business enterprises within the Town.

1.2 Authority. The subsidy program described in this Program Agreement has been established by the Town by vote of the Town Council and has been duly authorized by the voters of the Town.

1.3 Role of Bank. The Bank is a financial institution in the business of making loans to businesses in its market area, which includes the Town. The Bank has agreed to accept loan subsidy payments from the Town subject to the terms and limitations of this Program Agreement.

ARTICLE II

PROGRAM REQUIREMENTS

2.1 Establishment of Program. The Town has established a Business Equipment Loan Subsidy Program (the “Program”) pursuant to which it intends to subsidize interest payments on certain loans which may be made by the Bank as described in this Program Agreement.

2.2 Qualified Borrowers. Persons or entities qualifying for loans under the Program (“Qualified Borrowers”) shall be identified and qualified by the Town under such criteria as it may establish from time to time. The Town shall certify the qualification of the prospective borrower to the Bank at the time the Qualified Borrower submits its loan application to the Bank. The Bank shall be entitled to rely on the certification of the Town and shall have no duty or obligation to investigate or determine whether the Qualified Borrower in fact meets the criteria established by the Town.

2.3 Loan Criteria. Loans made by the Bank to Qualified Borrowers in reliance on a certification from the Town (each a “Qualified Loan”) shall be subject to the terms of this Program Agreement. The Bank agrees to evaluate all completed loan applications submitted by Qualified Borrowers under the Program in accordance with such underwriting and other standards as it may establish from time to time. Any loan commitments made to Qualified Borrowers by the Bank shall be made on such terms and conditions, including applicable interest rates, as the Bank shall determine in its sole discretion. This Agreement does not obligate the Bank to make any loan to any Qualified Borrower, nor is it intended to determine the terms upon which any such loan is made.

2.4 Subsidy Payments. Upon approval of a loan application from a Qualified Borrower, and upon execution and delivery of a Business Equipment Loan Subsidy Agreement as contemplated by

Section 3.3 of this Program Agreement, the Town will deposit with Bank a one-time subsidy (a “Loan Subsidy”) equal to the difference between the total principal and interest payments which would be due from the Qualified Borrower to the Bank over the Loan Term at a rate of interest equal to the market rate set forth in the commitment letter from the Bank (the “Bank Rate”) less 300 basis points; provided, however, that in no event shall the Business Equipment Loan Subsidy for any Qualified Borrower exceed \$5,000 whether in a single or multiple transactions. The Town shall deposit the subsidy into an account with Bank titled Town of Hermon Borrower’s Name / Subsidy. An ACH withdrawal will be made each month equal to the monthly subsidy as determined in Schedule A and applied to Borrower’s outstanding principal balance on the subject loan. Borrower will remit payment via ACH transaction for the scheduled payment amount based upon the market interest rate less the monthly subsidy. In the event that a Qualified Loan as to which a Loan Subsidy has been paid is paid prior to expiration of the scheduled term, the Bank will refund to the Town the remaining funds in the related subsidy account.

2.5 Characterization of Payments. Business Equipment Loan Subsidy payments made by the Town hereunder are in consideration of the Agreement of the Bank to make the underlying loan and shall not be deemed a prepayment of interest, fees or other charges otherwise owed by the Qualified Borrower to the Bank. Loan Subsidy payments shall be refundable in the event of prepayment to the extent provided in Section 2.4. Otherwise, all subsidy payments shall be unconditional, non-refundable and irrevocable and shall not be affected by any subsequent default, loan assignment, foreclosure or other event.

ARTICLE III

PROGRAM PROCEDURES

Section 3.1 Loan Subsidy Fund. The Town shall create a fund in the amount of not less than \$40,000 (the “Loan Subsidy Fund”) for the purpose of subsidizing interest rate payments to the Bank as contemplated by this Program Agreement. The Business Equipment Loan Subsidy Fund shall be held by the Bank in an interest bearing account, and funds shall be disbursed from the Business Equipment Loan Subsidy Fund only as provided in this Program Agreement. Upon termination of this Agreement, all unexpended funds remaining in the account less the amount of any subsidies for pending loans under the Program with respect to which the Town has issued commitments but which have not yet been disbursed, shall be returned to the Town.

Section 3.2 Application Process. Prospective borrowers wishing to participate in the Program shall apply to the Town on such form and in accordance with such procedures as the Town may establish. If the Town approves the prospective borrower as a Qualified Borrower, it shall provide to the Bank a written certification and loan subsidy commitment in substantially the form of **Exhibit A** which shall accompany the Qualified Borrower’s loan application. Any loan commitment issued by the Bank to a Qualified Borrower shall be deemed subject to the requirement that the Town pay a Loan Subsidy with respect to the loan as contemplated by this Program Agreement and may be subject to such further terms and conditions as the Bank in its sole discretion shall determine.

Section 3.3 Loan Subsidy Agreement. At the closing of a Qualified Loan, the Town, the Bank and the Qualified Borrower shall enter into a Business Equipment Loan Subsidy Agreement in substantially the form of **Exhibit B** to this Program Agreement with such modifications as may be approved by all parties.

Section 3.4 Loan Subsidy Calculation. The Bank will be responsible for calculating the amount of the Loan Subsidy and shall provide to the Qualified Borrower and to the Town the basis for its calculation prior to the closing of the loan. The Business Loan Subsidy Agreement shall set forth the amount of the applicable Loan Subsidy consistent with the calculation provided by the Bank and agreed upon by the parties. Upon execution and delivery of the Business Equipment Loan Subsidy Agreement, the Loan Subsidy calculation shall be deemed final and may not thereafter be challenged by any party absent manifest error.

Section 3.5 Marketing. The Town agrees to develop an appropriate marketing program, including a brochure, which it and the Bank may use to promote the Program to prospective Program borrowers. The final form and content of the brochure and any other elements of the marketing program related to the Business Loan Subsidy Program shall be subject to prior approval by the Bank. The Bank's name, logo and other trademarks and designs may be incorporated in the brochure or other elements of the marketing program only with the express prior written approval of the Bank. All trade names, trademarks and associated designs identifying the Bank shall remain the sole and exclusive property of the Bank, and neither the Town nor any other person or entity shall have any ownership rights therein.

ARTICLE IV

OTHER PROVISIONS

4.1 Term. Unless further extended by mutual agreement, this Program Agreement shall terminate five (5) years from the date hereof or upon the earlier exhaustion of the Business Equipment Loan Subsidy Fund; provided, however, that either party may immediately terminate this Program Agreement in the event of a material breach by the other party of either this Agreement or any Loan Subsidy Agreement executed hereunder. Termination of this Program Agreement shall not affect the obligation of the Town to pay any Loan Subsidy relating to any loan with respect to which the Bank has issued an outstanding loan commitment as of the date of termination in reliance on a subsidy commitment from the Town.

4.2 Partial Invalidity. The invalidity or unenforceability of any term or provision of this Program Agreement shall not affect the validity or enforceability of its remaining terms and provisions.

4.3 Entire Agreement. This Program Agreement represents the entire understanding between the Town and the Bank with respect to the Loan Subsidy Program and supersedes all prior oral or written agreements and understandings. Any subsequent amendment to this Program Agreement must be in writing and must be signed by both parties.

4.4 Relationship of Parties. The relationship created by this Program Agreement is contractual only and shall not be deemed to create a partnership or joint venture between the Town and the Bank, nor shall it be deemed to create any rights in any Qualified Borrower or prospective Qualified Borrower or any other third party.

4.5 Assignment. Neither party may assign its rights or obligations under this Program Agreement without the prior written consent of the other party; provided, however, that the Bank may assign its rights and obligations hereunder to any financial institution to which the underlying loan is assigned or to any financial institution which may succeed to the rights of the Bank by virtue of merger or acquisition of its assets.

4.6 Governing Law. This Agreement shall be governed in accordance with the Laws of the State of Maine.

IN WITNESS WHEREOF, the parties have entered into this Program Agreement under seal as of the date and year first above written.

WITNESS

TOWN OF HERMON

By: _____
Its:

CAMDEN NATIONAL BANK

By _____
Its:

Exhibit A

FORM OF TOWN COMMITMENT

Pursuant to the terms of a certain Business Equipment Loan Subsidy Program Agreement between the Town of Hermon, Maine (the "Town") and Camden National Bank (the "Bank") dated as of March __, 2016, the Town hereby certifies as follows:

1. _____ is a Qualified Borrower, as defined in the Loan Subsidy Program Agreement between the Town and the Bank dated as of March __, 2016 (the "Program Agreement"), and has been approved for a Business Equipment Loan Subsidy as defined in the Program Agreement.

2. The Town hereby agrees to enter into a Business Equipment Loan Subsidy Agreement among the Town, the Bank and the Borrower in substantially the form attached to the Program Agreement and, pursuant thereto, to make a loan subsidy payment to the Bank in connection with a commercial loan to the Qualified Borrower in a principal amount not to exceed \$ _____ .

3. The Town hereby acknowledges that the Bank will rely on this commitment for purposes of extending credit to the Borrower.

IN WITNESS WHEREOF, the Town has executed and delivered this Business Loan Subsidy Commitment as of this ____ day of _____, 20__.

TOWN OF HERMON

By _____
Its: _____

Exhibit B

BUSINESS EQUIPMENT LOAN SUBSIDY AGREEMENT

This Business Loan Subsidy Agreement is entered into by the Town of Hermon, a municipality duly incorporated under the laws of the State of Maine (the "Town"), Camden National Bank, a Maine financial institution with offices at Bangor, Maine (the "Bank") and _____, an individual or business entity with principal business operations in _____ ("Borrower").

RECITALS

Borrower is an individual or business entity conducting business, or proposing to conduct business, within the jurisdictional limits of the Town. The Bank and the Town are parties to a certain Business Loan Subsidy Program Agreement dated as of March ____, 2016 (the "Program Agreement") pursuant to which the Town has established a loan subsidy program (the Business Loan Subsidy Program") in order to attract and retain businesses within the Town. Pursuant to the Business Loan Subsidy Program, the Town has provided a loan subsidy commitment to the Bank in reliance on which the Bank has issued to Borrower a commitment to provide certain credit facilities (the "Loan") to Borrower.

TERMS

1. Loan Subsidy Payment. In order to induce the Bank to extend credit facilities to Borrower, the Town hereby agrees to make a one time loan subsidy payment to the Bank, payable at the initial closing of the Loan, in an amount calculated in order to reduce the estimated interest payments which otherwise would be due from the Borrower to the Bank over the term of the loan. The Town has agreed to make the loan subsidy payment, and the Bank has agreed to accept the same, subject to the terms and conditions set forth in this Business Loan Subsidy Agreement. The amount of the loan subsidy payment has been determined as provided in Section 3 of this Agreement.

2. Existence of Commitment. Each of the parties acknowledges that the Bank has made a loan commitment to loan funds to the Borrower in reliance on the commitment of the Town to make a loan subsidy payment pursuant to the terms of the Program Agreement. Borrower hereby acknowledges (i) that the subsidy payment to be made by the Town to the Bank is being made in order to induce the Bank to make a loan to Borrower; (ii) that the loan subsidy payment is irrevocable and shall have no effect on the payment obligations undertaken by Borrower pursuant to the terms of the Loan, and (iii) that Borrower is not a third party beneficiary of the Business Loan Program Agreement between the Town and the Bank and has no enforceable rights thereunder.

3. Subsidy Calculation and Payment. The Bank has prepared a loan subsidy calculation pursuant to the terms of the Business Loan Program Agreement. The Town and the Borrower each acknowledges that it has had an opportunity to review the loan subsidy calculation and that the loan subsidy amount set forth on *Schedule A* to this Agreement has been calculated correctly and is the sole loan subsidy due from the Town to the Bank in connection with the Loan.

4. Representations and Warranties of Borrower. The Borrower hereby represents and warrants as follows:

(a) If the Borrower has represented itself to be a corporation, limited liability company or limited partnership, it has been duly organized and is validly existing under the laws of its jurisdiction of organization and has the power and authority to enter into this Business Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The execution and delivery of this Business Loan Subsidy Agreement by Borrower has been duly authorized by all necessary corporate or other entity action which action remains in full force and effect as of the date hereof.

(c) Execution and delivery by Borrower of this Business Loan Subsidy Agreement will not violate any law, regulation or ordinance applicable to Borrower or any contract to which Borrower is a party or by which Borrower is bound.

(d) Upon its execution and delivery, this Business Loan Subsidy Agreement will be an enforceable obligation of Borrower enforceable against it in accordance with its terms, subject to bankruptcy and other laws applicable to creditor's rights generally and to general principles of equity.

(e) To the best knowledge of Borrower, all information provided by it in connection with its applications to the Town and the Bank in conjunction with the Loan and the Business Loan Subsidy Program is true, complete and accurate and does not contain any misrepresentations of material fact or omissions of any material facts necessary in order to make the statements therein not misleading.

5. Representations and Warranties of the Town. The Town hereby represents and warrants as follows:

(a) It is a municipality duly incorporated and organized under the laws of the State of Maine and has the necessary power and authority to enter into this Business Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The Town has full legal authority to enter into this Business Loan Subsidy Agreement and to perform its obligations hereunder, and the execution and delivery hereof by the Town has been duly authorized by all necessary action taken by the appropriate legislative body of the Town.

(c) Upon its execution and delivery, this Loan Subsidy Agreement will be an enforceable obligation of the Town enforceable against it in accordance with its terms, subject to bankruptcy and other laws applicable to creditor's rights generally and to general principles of equity.

(d) Execution and delivery of this Loan Subsidy Agreement by the Town will not violate any law, regulation or ordinance applicable to the Town or any contract to which the Town is a party or by which it is bound.

6. Representations and Warranties of the Bank. The Bank hereby represents and warrants as follows:

(a) The Bank is a financial institution duly organized and incorporated under the laws of the State of Maine and has the necessary power and authority to enter into this Business Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The Bank has the legal authority to enter into this Business Loan Subsidy Agreement and to perform its obligations hereunder and the execution and delivery hereof by the Bank has been duly authorized by all necessary corporate action.

(c) Upon its execution and delivery, this Business Loan Subsidy Agreement will be an enforceable obligation of the Bank enforceable against it in accordance with its terms, subject to bankruptcy and other laws applicable to creditor's rights generally and to general principles of equity.

(d) Execution and delivery of this Business Loan Subsidy Agreement by the Bank will not violate any law, regulation or ordinance applicable to the Bank or any contract to which the Bank is a party or by which it is bound.

7. Disclosure Authorization. Borrower hereby expressly consents to disclosure by the Bank to the Town of the terms of the Loan and a copy of the Bank commitment letter if applicable.

8. Opinions of Counsel. In conjunction with the closing of the Loan, the Bank may require opinions of counsel for Borrower and the Town with respect to the due organization and authority of each to enter into this Business Loan Subsidy Agreement and, in the case of the Town, to make loan subsidy payments pursuant to the terms of the Program Agreement.

9. Term. This Business Loan Subsidy Agreement shall remain in effect until all payments due from the Town hereunder and from Borrower pursuant to the terms of the Loan have been paid to the Bank or, in the event the Loan is not made, until the Bank's commitment has been withdrawn.

10. Partial Invalidity. The invalidity or unenforceability of any term or provision of this Business Loan Subsidy Agreement shall not effect the validity or enforceability of its remaining terms and provisions.

11. Entire Agreement. This Business Loan Subsidy Agreement, together with the Program Agreement, represents the entire understanding among the Town, the Bank and Borrower with respect to the Business Loan Subsidy Program and supersedes all prior oral or written agreements and understandings. Any subsequent amendment to this Business Loan Subsidy Agreement must be in writing and must be signed by all parties.

12. Relationship of Parties. This Business Loan Subsidy Agreement shall not be deemed to create a partnership or joint venture between the Town and the Bank.

13. Assignment. No party may assign its rights or obligations under this Business Loan Subsidy Agreement without the prior written consent of the other parties; provided, however, that the Bank may assign its rights and obligations hereunder to any financial institution to which the Bank assigns the Loan or to any financial institution which may succeed to the rights of the Bank by virtue of merger or acquisition of its assets.

14. Governing Law. This Agreement shall be governed in accordance with the Laws of the State of Maine.

IN WITNESS WHEREOF, the parties have entered into this under seal as of the date and year first above written.

WITNESS

TOWN OF HERMON

By: _____
Its:

CAMDEN NATIONAL BANK

By _____
Its:

BORROWER

By _____
Its

Schedule A to Loan Subsidy Agreement

Loan Amount: _____
Loan Term: _____
Market Rate: _____
Subsidized Rate: _____
Payment at Market Rate: _____
Payment at Subsidized Rate: _____
Difference in payments: _____ (Amount to be applied via ACH each month from the subsidy
account)
Loan Subsidy: _____ x 60 = _____

Loan Subsidy Amount: _____
Interest shall be calculated based upon a 360 day year for the actual number of days elapsed in each
calendar year.

Schedule A to Loan Subsidy Program Agreement

Sample Loan Subsidy Calculation

Loan Amount:	\$50,000
Loan Term:	5 years
Market Rate:	4%
Subsidized Rate:	1%
Payment at Market Rate:	\$922.21
Payment at Subsidized Rate:	\$855.02
Difference in payments:	\$67.19 (Amount to be applied via ACH each month from the subsidy account)
Loan Subsidy:	$\$67.19 \times 60 = \$4,031.40$

Loan Subsidy Amount: \$4,031.40

Interest shall be calculated based upon a 360 day year for the actual number of days elapsed in each calendar year.

10.
5-12-16



MEMO: re: Cemetery Grooming Project

April 29, 2016

Roger,

I had Alan Dorr clean and groom the Snow's Corner cemetery recently along the edge of the stream to complete a phase of cemetery improvement and loam stockpiling. We need to raise money from reserves in order to pay the bill.

The job included two days with an excavator sorting the large chunks from acceptable fill and then spreading out and grooming with a bulldozer for finish.

Alan also hauled roughly 5 loads of unacceptable material to his pit in Levant so future use of the area wouldn't be encumbered.

The cost is \$2,500. I recommend approaching the Council for this expenditure from reserves in the amount listed above.

Thanks,

Scott Perkins
Town of Hermon

Mailing address
PO Box 6300
Hermon, ME 04402-6300

Physical Address:
333 Billings Rd
Hermon, ME 04401

Telephone: 207 848-1010
FAX: 207 848-3316
Website: www.Hermon.Net

11.
5-12-16

**REQUEST FOR BIDS
TOWN OF HERMON**

**Heavy Duty Industrial Diesel Powered 4X4
Wheeled Integral Backhoe Loader**

The Town of Hermon is accepting bids from qualified vendors for a Heavy Duty Industrial Diesel Powered 4X4 Wheeled Integral Backhoe Loader. Bids must be submitted no later than 4:00 p.m., Wednesday, June 8, 2016 in accordance with the bid instructions and specification sheets to: "Town of Hermon, PO Box 6300, Hermon, Maine 04401, Att: Town Manager".

Copies of the Request for Bids, specifications and instructions may be obtained on-line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

Town of Hermon

REQUESTING BIDS FOR BACKHOE/ LOADER

BID INSTRUCTIONS

IT IS UNDERSTOOD THAT ALL SPECIFICATIONS ARE MINIMUMS. APPROVED EQUALS MAY BE CONSIDERED. THE TOWN OF HERMON RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS.

THE TOWN OF HERMON ALSO RESERVES THE RIGHT TO CONSIDER ALTERNATES AND DETERMINE EQUIVALENCY.

GENERAL SPECIFICATIONS SHEETS ARE TO BE COMPLETED AND ATTACHED TO YOUR RESPONSE. **ALL BIDS ARE DUE JUNE 8, 2016 at 4PM AT HERMON TOWN OFFICE. MAILED or DELIVERED TO: TOWN OF HERMON, PO BOX 6300, HERMON, MAINE 04401. PLEASE MARK THE SEALED ENVELOPE; "2016 PUBLIC WORKS BACKHOE/LOADER BID Att: Town Manager"**

GENERAL VEHICLE SPECIFICATIONS MUST BE COMPLETED AND SIGNED BY AUTHORIZED PERSON SUBMITTING BID AND ATTACHED TO YOUR RESPONSE.

THE TOWN OF HERMON IS PURCHASING 1 UNIT

QUESTIONS: If you have a question regarding this RFQ, you may contact Scott Perkins at Town of Hermon; 333 Billings Road, Hermon, Maine 04401 Call: 848-1010 (office)

GENERAL VEHICLE SPECIFICATIONS

Please read Bid Specifications carefully making sure to complete all requested information.

ALL BACKHOE/LOADERS MUST BE NEW

Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive. The award will be made on a best value basis to the vendor that either meets or most closely meets the specifications, while taking price and delivery into consideration.

BIDDER MUST INCLUDE TRADE-IN VALUE FOR TOWN OF HERMON BACKHOE /LOADER ON BID FORM- Machinery can be inspected during normal business hours or by appointment by calling Hermon Public Works at 848-1010 (office) and asking for Scott Perkins at 333 Billings Road, Hermon, Maine 04401.

See Attached Specifications- Please complete all sections

Bid Form- Backhoe/ Loader

Please state warrantee and service options:

MONTHS: _____ MILES: _____

Is roadside assistance part of warranty? ____ YES ____ NO

Is there an additional charge for roadside assistance during warranty period?

____ YES ____ NO

If YES, Please state:

Transportation costs provided when service is required during warranty period? Y ____ N ____

****If machine has a different warranty, please state on additional sheets and attach to bid form****

Does your warranty include an equivalent "loaner" machine during warranty period? Y ____ N ____

PRICES WILL REMAIN FIRM UNTIL: _____
(Please give date)

Earliest delivery date: _____

Price: _____

Trade In: _____

Balance due: _____

BIDDER: _____ DATE: _____
(Company name)

AUTHORIZED SIGNATURE: _____
(Responsible person submitting this bid)

Printed Name: _____

TEL: _____ FAX: _____

Specifications for New Heavy Duty Industrial Diesel Powered 4X4 Wheeled Integral Backhoe Loader

Purpose

The purpose and intent of these specifications is to describe a Heavy Duty, Diesel powered 4X4 Backhoe/Loader. This vehicle will be used in all months of the year pertaining to highway maintenance activities in a climate related to such as that in the State of Maine, by the Town of Hermon. During winter maintenance the vehicles main purpose will be the removal of ice and snow, loading sand/salt and emergency response. When used for summer maintenance, the vehicles main purpose will be ditching and roads repairs. To provide acceptable operator ergonomics and comfort it is imperative that the unit cabs provide a clear interior space as possible. It must be of rugged design and construction throughout in order to deliver dependable service under severe operating conditions, with optimum performance and production capabilities.

Optional equipment must be priced and bid separately.

It will also be the responsibility of the Bidder and/or Vehicle manufacturer to supply any and all “factory Backhoe/ Loader option packages” necessary to facilitate the assembly of the Loader Backhoe chassis and the related components supplied by others into a completed and fully functional Loader Backhoe. This would refer to inclusion of but not to be limited to Loader Backhoe hydraulics valving, wiring harnesses, electrical relays, etc. The Town of Hermon must approve any “factory Loader Backhoe option packages,” prior to purchases or assembly.

Completeness

The price quoted in any proposal submitted shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the manufacture and delivery of the vehicle pursuant to these specifications.

Any part or detail which makes the vehicle complete and ready for service shall not be omitted, even though such part or detail is not mentioned in these specifications.

Conformity

All parts not specified shall be the manufacturer’s best quality and shall conform in materials, design, or workmanship to the best practice known in the equipment industry. All parts shall be new and in no case will used, reconditioned or obsolete parts be accepted. The parts on all vehicles provided by the manufacturer should be interchangeable.

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an "X" next to each specification. The "X" will demonstrate that the Bidder's offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide complete and requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X	Meeting Specification
N/A	Not Available
DI	Dealer Installed
O	Optional (Indicate Price)

1. Engine Requirement:

- 1.1 Heavy duty 4 cylinder 4 stroke, Turbocharged diesel engine with tier IV certification (minimum).
"Bidders shall certify that each wheel loader engine supplied pursuant to this RFQ and contract will meet Tier 4 emission standards certification in accordance to with 40 CFR Part 1039.
- 1.2 Wet sleeve engine preferred.
- 1.3 A minimum of 95 Net HP
- 1.4 Designed to use #2 diesel fuel and 50/50 blend in cold weather operations.
- 1.5 Exhaust emissions and noise level shall comply with all applicable Federal and State of Maine standards.
- 1.6 Muffler must not restrict operator's vision to the front, to include 90° degree elbow.
- 1.7 Must have 1500 watt, 110 volt engine heater with a spring loaded receptacle mounted professionally under the left hand door.
- 1.8 The engine shall have a cold weather starting aid that operates from the cab. It shall be of the glow plug design (preferred), or manifold heater.
- 1.9 The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment (if available).

2. Electrical Requirement:

- 2.1 Heavy duty 12 volt electrical system protected by a resettable fuse or circuit breaker.
- 2.2 Minimum 120 amp alternator charging system.
- 2.3 Shall have 12 volt heavy duty direct electrical starting system.

- _____ 2.4 Halogen headlight with two (2) Seal beams and Hi/low beam features.
- _____ 2.5 Minimum of two (2) Halogen driving/work lights to the front and (4) Halogen work lights to the rear.
- _____ 2.6 LED stop and tail lights.
- _____ 2.7 LED directional/hazard light, located as to be readily accessible for routine servicing, inspection, and replacement.
- _____ 2.8 Electric horn.
- _____ 2.9 Backup alarm
- _____ 2.10 A heavy duty battery located as to be readily accessible for routine servicing, inspection, and replacement.
- _____ 2.11 Two batteries shall be minimum of 850 CCA at 0° F
- _____ 2.12 A manual lockable battery shut off switch (**For Lock-Out Tag Out purpose**) is required. The switch shall be mounted and easily accessible by the operator. The switch shall disconnect all power beyond battery shut off switch from any battery source. Preferably Pollack and Cole Hersee or approved equal.
- _____ 2.13 Front and rear electric windshield wiper and washer, two (2) speed motor to be highest capacity available from OEM. To include intermittent feature on the front wiper motor (minimum).
- _____ 2.14 Gauges and/or indicators shall be in easy view of the operator.
- _____ 2.15 Tachometer.
- _____ 2.16 Electric hour meter (OEM) running engine activated, located in cab that is visible to operator.
- _____ 2.17 Ammeter or voltage gauge.
- _____ 2.18 Engine coolant high temperature warning device.
- _____ 2.19 Engine coolant digital gauge with low level audible warning device.
- _____ 2.20 Engine oil digital gauge with low pressure audible warning device.
- _____ 2.21 Transmission oil temperature digital gauge and low level audible warning device.
- _____ 2.22 Fuel gauge.
- _____ 2.23 Parking brake "ON" indicator light with audible warning.
- _____ 2.24 All wiring to be adequately secured and protected in loom or similar protection.
- _____ 2.25 On/off device to control activation of return-to-dig
- _____ 2.26 On/off device to control activation of height control
- _____ 2.27 On/off device to control activation of float control
- _____ 2.28 On/off device to control activation of return-to-travel
- _____ 2.29 On/off device to control activation of de-clutch
- _____ 2.30 Computer controlled devices must have ability to be placed in by-pass mode for limp mode travel
- _____ 2.40 Remote Jump Start connection
- _____ 2.41 Available auxiliary power connections for radios and other electronic devices

3. Cooling System Requirement:

- _____ 3.1 Heavy duty radiator design and construction for cooling of engine under heavy workload
- _____ 3.2 Radiator shall have a heavy duty protective guard and impact absorbing guard to protect radiator grill
- _____ 3.3 Coolant shall be rated for -35° degrees with extended life antifreeze.
- _____ 3.4 Heavy duty radiator supports.

4. Transmission Requirement:

- _____ 4.1 Transmission shall be fully synchromesh, Power shift torque converter or equal w/shift on the go
- _____ 4.2 Transmission shall have a minimum of 4 forward and 4 reverse gears
- _____ 4.3 Transmission shall have an external oil cooler and filter
- _____ 4.4 Transmission shall be equipped with a shuttle shift for forward & reverse
- _____ 4.5 Synthetic fluid

5. Hydraulics Requirement:

- _____ 5.1 Shall have a variable displacement axial piston pump
- _____ 5.2 Shall have a minimum main relief pressure of 3450 psi + 50 – 50 psi
- _____ 5.3 The minimum loader flow rate shall be 41 gpm at 2,340 psi
- _____ 5.4 The minimum backhoe flow rate shall be 40 gpm at 3,100 psi
- _____ 5.5 Heavy duty oil cooler
- _____ 5.6 Ride Control suspension or similar
- _____ 5.7 Rear auxiliary quick couplers for additional attachments

6. Brakes Requirement:

- _____ 6.1 Manufacturer's self-adjusting heavy duty wet multiple disc brake design and construction.
- _____ 6.2 Brakes shall be hydraulically actuated and have reserve power assist with operator warning.
- _____ 6.3 Machine shall have independent brakes for each rear wheel.
- _____ 6.4 Brakes shall have a mechanism for locking independent braking together to act as one.
- _____ 6.5 Service brake and Parking brake must be separate

7. Steering & Front Axle Requirement:

- _____ 7.1 Steering shall be of heavy duty design with power assist.
- _____ 7.2 Front axle shall be able to support any factory approved backhoe mounted accessories and / or counter weight if necessary, with no reduction in service life of the front axle and related parts.
- _____ 7.3 Front axle shall have an operator controlled switch for front wheel / all-wheel drive actuation.
- _____ 7.4 Front axle shall be equipped with a limited slip differential.
- _____ 7.5 Axle design shall be constructed in such a way as to prevent axle windup between front and rear axles.

8. Rear Axle Requirement:

- _____ 8.1 Rear axle shall be designed for extreme service.
- _____ 8.2 Rear axle shall come equipped with a manual operator controlled differential lock.
- _____ 8.3 Differential lock shall have push button activation and shift on the go with warning light.
- _____ 8.4 Minimum acceptable tire and wheel clearance shall be three (3") inches between rear tires, fenders, splash deflectors, and stabilizers and /or other structural parts of the tractor and its attachments or accessories.
- _____ 8.5 Rear axle shall come equipped with fenders and splash deflectors for rear wheels.

9. Tires Requirement:

- _____ 9.1 Front and rear tires must be radial and of aggressive tread design.
- _____ 9.2 Front and rear tires filled with calcium are not acceptable for any reason.
- _____ 9.3 Rear tires shall be 21LRx24 Michelin XM 27 or approved 10 ply equal or greater.
- _____ 9.4 Front tires shall be 12.5XR18 Michelin XZSL- L3 or approved 10 ply equal or greater.
- _____ 9.5 One (1) Spare front and rear tires & wheel, "Mounted" Per Machine (Price as optional)

10. Filters Requirement:

- ___ 10.1 Air filter shall be of heavy duty dry type with restriction indicator in cab.
- ___ 10.2 Equipped with an air pre cleaner.
- ___ 10.3 All liquid filters shall be extreme duty, disposable, spin on type located for ease of access and servicing.
- ___ 10.4 Cooling filter (if applicable) shall be equipped with shut off valves for ease of service.
- ___ 10.5 Fresh air inlet for cab shall be filtered. Filter location shall be of ease of service.

11. Bucket Loader Requirement:

- ___ 11.1 Bucket loader shall be designed and constructed for extreme service.
- ___ 11.2 Bucket loader shall have the largest capacity offered by the manufacturer, **preferably 1.5 cu. yd.**
- ___ 11.3 Bucket arms shall have a lift arm support device for service.
- ___ 11.4 Bucket loader control shall be a single lever design with lift, tilt, and auxiliary hydraulics, with a positive hold, floats, self-leveling and returns to dig.
- ___ 11.5 Bucket loader auxiliary hydraulics if needed shall be proportional and controlled by a thumb switch on the bucket control handle.
- ___ 11.6 Bucket shall have a bolt on reversible cutting edge.
- ___ 11.7 Bucket shall have three (3) manufactures installed OSHA approved three (3) ton lifting hooks with safety latch, one on either side and one in center top for lifting. The lifting capacity must be stenciled on the machines lifting arms.
- ___ 11.8 Bucket Loader shall have a position indicator
- ___ 11.9 Bucket will have an installed splash guard

12. Backhoe Requirement:

- ___ 12.1 Backhoe shall be designed and constructed for extreme use.
- ___ 12.2 Backhoe bucket shall be a digging bucket twenty four (24") inches in width.
- ___ 12.3 Backhoe bucket shall have a minimum of five (5) replaceable digging teeth or caps.
- ___ 12.4 Stabilized over all width of operation shall a minimum of 9' feet 3" inch, stabilizer pads shall have shock absorber rubber mounted on street pads.
- ___ 12.5 Dipper and/or Bucket must have a manufacture installed; OSHA approved lifting hook or eye.
- ___ 12.6 Backhoe bucket shall be fixed main frame type.
- ___ 12.7 Backhoe must have control preference switch
- ___ 12.8 Backhoe cleanup ditching bucket will be self tilting-48"

13. Loader

- ___ 13.1 All performance specifications shall be based on the definitions provided by ASE standard J732 or most current revision of J732.
- ___ 13.2 Lifting capacity at maximum height shall be a minimum of 8,250 Lbs.
- ___ 13.2 Breakout force shall be a minimum of 10,500 Lbs.
- ___ 13.4 Operating height at bucket pin shall be a minimum of 11' feet 3" inches.
- ___ 13.5 Minimum operating weight 20,000 lbs. SAE minimum
- ___ 13.6 Overall operating height of bucket fully raised 13' feet 10" inches.

14. Backhoe

- ___ 14.1. Digging depth shall be a minimum of 18' feet with hydraulic extended dipper.
- ___ 14.2 Swing arc shall be a minimum of 180° degrees.
- ___ 14.3 Digging force with bucket extended shall be a minimum of 15,000 Lbs.
- ___ 14.4 Digging force of the dipper cylinder extended shall be a minimum of 6,300 Lbs.
- ___ 14.5 Hydraulically extended hoe is acceptable if necessary to meet the digging depth and loading requirements of this specification.
- ___ 14.6 Loading height shall be minimum of 12' feet 1" inches with the dipper stick fully retracted.

15. Cab Requirement:

- ___ 15.1 Cab shall be fully enclosed all weather pressurized PROFS type.
- ___ 15.2 Cab shall meet PROFS stranded SAE J394, J1040C, and ISO 3471 (1980), ROPS standards SAE J231 and ISO 3449(1984), OSHA and MSHA requirements for Operator sound exposure as defined in SAE / ANSI J1166 (1985).
- ___ 15.3 Mirrors to include one (1) interior mounted convex rear view mirror and two (2) outside cab mounted west coast (OEM) style mirrors.
- ___ 15.4 Cab shall have the highest output available heater / defroster with air conditioning.
- ___ 15.5 Instrument panel and gauges shall be illuminated.
- ___ 15.6 Electric engine shutoff operated by ignition switch.
- ___ 15.7 Machine shall have both foot and hand throttle controls.
- ___ 15.8 Machine shall have both right and left access doors that open to the rear.
- ___ 15.9 Doors must have full metal frames.
- ___ 15.10 Quality Am / Fm radio. (Price as option)
- ___ 15.11 Air-suspension operator's seat with (6)-way adjustable, high back, deluxe suspension lumbar, extra cushion, arm rest and all cloth w/ 180 degree swivel
- ___ 15.12 Three (3") inch wide retractable seat belt.
- ___ 15.13 Backhoe controls shall be of pilot design, pressure compensated hydraulics for simultaneous multifunction operation.
- ___ 15.14 Backhoe auxiliary hydraulics shall be a separate auxiliary oil circuit, proportional and controlled by a thumb switch or switches on the backhoe control handles.
- ___ 15.15 All cab glass shall be tinted.
- ___ 15.16 Full rubber floors mat.
- ___ 15.17 Dome lights.
- ___ 15.18 Lockable doors.
- ___ 15.19 Steering column shall be telescopic and tilt.
- ___ 15.20 Side windows that can be secured when partially opened.
- ___ 15.21 Three (3)-points of contact for entering and exiting cab.
- ___ 15.22 Cab mounted five (5) lbs fire extinguisher.(Price as option)
- ___ 15.23 All glass surfaces free of rubber molding.
- ___ 15.24 Back up Alarm

16. Warranty Requirement:

- ___ 16.1 Terms and conditions of warranty must be provided with bid proposal (Warranty must be clearly defined and all components covered must be clearly listed and identified).
- ___ 16.2 Extended warranty options- describe and attach extra forms
- ___ 16.3 If a machine cannot be repaired within 3 working days, a comparable loaner machine will be furnished to the Town of Hermon at no cost during that period.

17. Attachment Options:

Each shall be priced separately from backhoe loader

- ___ 17.1 **Option one:** Swinger coupler system that is hydraulic controlled.
 - ___ a. Swinger coupler system that is designed for rotate the attachment up to a total of 90° degrees.
 - ___ b. The coupling system shall be designed to allow ease of changing buckets.
 - ___ c. The swinger coupler system shall be suitable for the capacity of the machine supplied plus reserve.
 - ___ d. The swinger coupler system shall be easily controlled in the cab by the operator with the use of thumb switch.
- ___ 17.2 **Option two:** 48 inch trenching/ditching/grading bucket.
 - ___ a. Trenching bucket shall be equipped with a replaceable cutting edge and reinforced / heavy duty mounting plate if available.
- ___ 17.3 **Option three:** Shall be a 24 inch Jaw (clamshell) type Bucket.
- ___ 17.4 **Option four:** Shall be a quick coupler for 24 inch Jaw Bucket, and the 48 inch Trenching Bucket.
- ___ 17.5 **Option five:** Shaft mounted bucket forks; fork tines shall be 48 inches long and be constructed of forged steel. The bucket fork attachment shall be rated for the correct backhoe application.

18. Vandalism Protection Requirement:

- ___ 18.1 Backhoe loader shall be supplied with a vandal proof engine compartment, fuel tank and hydraulic tank locks.
- ___ 18.2 Locking panel for compartment(s) are acceptable.

19. Manuals & Software Requirement: (Each item number priced separate)

- ___ 19.1 There shall be 2 operators manuals per unit.
- ___ 19.2 There shall be 1 Shop equipment repair manuals or CDs.
- ___ 19.3 There shall be 1 Engine shop manuals or CDs.
- ___ 19.4 There shall be 1 Equipment parts manuals or CDs
- ___ 19.5 There shall be 1 Engine parts manuals or CDs.

20. Training:

- ___ 20.1 Initial safety training for Operation and Maintenance personnel to be provided by the vendor, to include any related materials for future reference.
- ___ 20.2 Any applicable training material, (i.e, video tapes, manuals, CD, etc) which is available for the components, systems or equipment, etc must be supplied by the vendor, manufacturer, or dealer to the Town of Hermon on delivery.

21. General Requirement:

- ___ 21.1 Machine height and lifting capacity must be stenciled on the machine.
- ___ 21.2 All pinch point shall be clearly marked.
- ___ 21.3 Paint shall be manufacture's standard.
- ___ 21.4 Successful bidder shall deliver the backhoe/ Loader to Town of Hermon
- ___ 21.5 Equipment must be fully inspected, serviced, fully assembled, and ready to work upon delivery.
- ___ 21.6 If optional counter weight is needed for attachments it shall be at the manufactures recommendations only.
- ___ 21.9 All hardware installed shall not obstruct any vehicle or equipment lubrication points.
- ___ 21.10 All wiring must be protected by wire loom and be weatherproof, soldered connections and heat shrink wrap must be used on all wiring.
- ___ 21.11 All wiring and hoses shall be mounted routed and fastened in a professional manner to prevent chafing, rubbing, etc.
- ___ 21.12 All hardware installed shall not obstruct or interfere with any vehicle component or system.
- ___ 21.13 All safety, warning and instructional decals must be properly displayed and appropriate for application.
- ___ 21.16 Tool box that shall accommodates tow chain and grease gun. 25"L X 9" W X 9"
- ___ 21.17 Tool box materials shall be constructed from Stainless Steel, Aluminum or Regular Steel painted.
- ___ 21.18 Equipment offered must comply with applicable Federal and State of Maine laws.
- ___ 21.19 Ground level centralized ganged lube points for grease fittings.
- ___ 21.20 Pre wired for 12 volt Strobe Light, to include a factory switch.
- ___ 21.21 Two (2) sets of keys shall be furnished with each vehicle.
- ___ 21.22 Vehicle paint code required.
- ___ 21.23 Upon delivery of unit or units all necessary paper work such as Certificate of Origin, dealer's certificate and invoices) shall accompany unit and units.

22. General Options:

The following items shall be listed separately, inclusive of bid price. Bids not including this clear information will be deemed not acceptable.

- ___ 22.1 Extended Engine Warranty (Warranty coverage and time frame must be clearly defined and all components covered must be clearly listed and identified)
- ___ 22.2 Vendor is to be (100%) responsible for all transportation costs during standard 12 month warranty period if vehicle is non-drivable.

23. Services Requirement:

_____ 23.1 The Town of Hermon's objective is to have the vendor provide warranty and service at facilities that are as close as possible to localities where the vehicle will be used. To that end, the Town of Hermon desires that the vendors will have warranty and service facilities located within 50 miles of the Municipal Office located at 333 Billings Road, Hermon, Maine.

24. Bid Submission Requirement:

- _____ 24.1 In addition to required information as exhibited in the specifications, the Bidder shall also provide:
- Warranty and extended warranty data for chassis, cab, and all sub-components.
 - Specifications on the proposed Engine, Transmission and Chassis.
 - A computer analysis report of the proposed engine, transmission, rear end combination which is being offered must be provided with bid returns.
 - Manufactures web based Service Information site.
 - Failure to supply the required documentation may render the bid non-responsive.

(Refer to RFQ "Bid Instructions" for submission guidelines)

Failure to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

12.
5-12-16

2. PREREQUISITES

RESOLUTION

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in Penobscot County;

And whereas the creation of a Multi-Jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, this multi-jurisdictional county of 3 cities, 52 towns, 4 plantations and a portion of Maine’s Unorganized Territory is committed to the mitigation goals and measures as presented in this plan;

Therefore the City Councils and Boards of Selectmen of the Incorporated Towns and Plantations hereby adopt the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan – 2016 Update; and

Therefore, the Penobscot County Commissioners, acting on behalf of the County and its portion of the Unorganized Territory hereby adopt the Penobscot County Hazard Mitigation Plan – 2016 Update.

Authorizing Signatures

City/Town/Plantation of _____

_____ Name	_____ Position	_____ Date



60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

13.
5-12-16

To: MMA's Key Municipal Officials
From: Stephan Bunker, President, Maine Municipal Association
Date: May 2, 2016
Re: Nominations to MMA's Legislative Policy Committee

This memo begins the process of electing 70 dedicated municipal officials to serve on MMA's Legislative Policy Committee (LPC) over the next two-year period. Given the importance of this Policy Committee to MMA's overall mission, I urge you to help us identify nominees for service during the 2016-2018 biennium.

The LPC brings elected and appointed officials together from towns and cities across the state. According to its by-laws, the purpose of the LPC is "*to define municipal interests and to maximize those interests through effective participation in the legislative process.*" Operating something like a town meeting, the LPC establishes MMA's public policy positions on all matters of direct and statewide municipal interest for representation in the State House. The LPC meets at the MMA building in Augusta once a month during the first several months of each legislative session.

After the next LPC is elected, its first task will be to develop MMA's legislative agenda for submission to the Legislature in January 2017. Beginning in early 2017 the LPC will meet to determine MMA's position on all municipally-related legislation submitted by the Governor and legislators. MMA's legislative staff advocates for the positions established by the LPC.

The membership of the LPC tends to be a mixture of seasoned veterans, who bring an extraordinary depth of experience to the table, and new members with fresh concerns and insights. Speaking as a former Chair of the LPC, it is my observation that the debates and decision-making accomplished by this Committee often include public policy discussions of the highest caliber. The results certainly help establish MMA's credibility in the Maine legislative process.

A Nomination Form is enclosed. Two municipal officials are elected from each of Maine's 35 Senate Districts. What follows is background information on the process of election, and the suggested time commitment to serve.

Background Information. Any elected or appointed municipal official holding office in any MMA member community is eligible to serve on the Committee. There are two seats on the LPC for each State Senate District. Members serve two-year terms, representing their own community and the other municipalities in their Senate District.

LPC activities require a time commitment of approximately ten hours a month during legislative sessions (i.e., during the first 4 months of each calendar year) which includes attendance

at the monthly meeting and contacts with other communities and legislators in the district as issues arise. The LPC is also engaged in the development of MMA's legislative agenda during the fall and early winter of each even-numbered year, which typically involves at least one additional meeting in Augusta. All mileage expenses are reimbursed. MMA's strength as a municipal advocate depends on the active help of a dedicated LPC membership.

More information about MMA's Legislative Policy Committee and the Association's entire advocacy program can be found at the Legislative/Advocacy link at MMA's website <http://www.memun.org/LegislativeAdvocacy/TheLPCHandbook.aspx>. In particular, the *LPC Handbook* describes the Association's overall policy development process and procedures in more detail.

Nomination Process

Your municipality is entitled to nominate a representative to the LPC.

- The nominee may be either elected or appointed, but must be serving currently as a municipal official.
- You may nominate any municipal official from any member town or city within your Senate/LPC District; you do not have to nominate someone from your municipality.
- The names and brief bios of all municipal officials properly nominated will appear on the LPC ballot, which will be distributed on June 23rd.

Nominee Profile

Because the municipal officers may not be familiar with a nominee from another municipality, a brief description of each nominee who completes the enclosed **Nominee Profile Sheet** will be provided with the ballots that are distributed in late June. Please make sure that the person you nominate has a chance to complete the Nominee Profile Sheet and that it is returned to MMA with the Nomination Form.

Deadline for Submitting Nomination

- ✍ The Chairman of your Board of Selectman, Council or Assessors (the "nominator") *and the nominee* must sign the nomination form for it to be valid.
- ☒ The form must be returned to MMA by 5:00 p.m. on June 21, 2016, to be counted. Ballots will be mailed out immediately after the nomination process closes, so make sure the nomination form is received by MMA by that deadline. Please return the nomination form to **Laura Ellis** at MMA either by mail (60 Community Drive, Augusta, Maine, 04330), by FAX (624-0129) or by email (Lellis@memun.org).

If you have any questions, please call MMA's State and Federal Relations staff at 1-800-452-8786 or 623-8428.

Legislative Policy Committee
July 2016 to June 2018

Senate District 9 (*Bangor appoints 1 LPC Member*)

Bangor

Hermon

The municipal officers of _____ hereby nominate:
Print name of your municipality

Nominee: _____ 
Print name of Nominee

Nominee's municipality: _____ Position: _____

Date: _____

Signature of Nominator 

Print name of Nominator

Consent

I agree to accept the nomination and to serve if elected to the MMA Legislative Policy Committee:

Date: _____

Signature of Nominee 

Please return Nomination Form by 5:00 p.m. on June 21, 2016, to:

Laura Ellis - Maine Municipal Association
60 Community Drive, Augusta, ME 04330
FAX: 624-0129

Nominations Received After 5:00 p.m. June 21, 2016, Will Not Be Counted

HERMON ALUMNI ASSOCIATION
2016

#14.
5-12-16

Program Ad Options

Inside Front Cover

Only two spots available at \$350 each

Inside Back Cover

Only one spot available at \$300 each
(subject to availability)

Back Cover

Only two spots available at \$300 each
(subject to availability)

Inside the Program Book

Four Options for Advertisers

Full Column

Measures 3.75" wide by 10" high

Priced at \$250.00

Half Column

Measures 3.75" wide by 4.5" high

Priced at \$150.00

Quarter Column - Business Card

Measures 3.75" wide by 2" high

Priced at \$85.00

Patron

Individual name or business name
and contact number listed within
the program

Priced at \$50.00

Ad Requirements:

Please submit high resolution PDF file or a camera-ready copy for placement.

Ad Submission and Deadline:

All ads may be submitted to a member of the reunion committee, sent by mail to Karen Higgins, PO Box 55, Levant ME 04456, or emailed to:
Karen Higgins at: khiggins@email.com

ALL ADS MUST BE RECEIVED BY JUNE 1, 2016

**The Hermon Alumni Association
strives to provide scholarships
annually to deserving seniors and
graduates of Hermon High School.**

Each year the numbers and amounts of
scholarships available depend on the
money raised through our fundraising
and advertising efforts.

We are a 501 (c)(3) organization.

Thank you, in advance for your support
of this worthy cause.

16.
5-12-16

Social Services Account #	Description	2016-2017		2015-2016		Increase		Percent	
		Budget		Budget		Decrease		Change	Actual
15-02-30-01	American Red Cross	\$ -	\$ -	\$ -	\$ -	-	-	0.00%	\$ -
15-02-30-03	Eastern Agency on Aging	\$ -	\$ -	\$ -	\$ -	-	-	0.00%	\$ -
15-02-30-04	Penquis CAP Requested \$3,243	\$ -	\$ -	\$ -	\$ -	-	-	0.00%	\$ -
15-02-30-06	Snowmobile Club No request received Received 2016 \$2,687	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	-	-	0.00%	\$ 3,900.00
15-02-30-12	ECOTAT Requested \$7,500	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	-	-	0.00%	\$ 7,500.00
15-02-30-17	Hammond St. Senior Center Requested \$2,000	\$ -	\$ 2,000.00	\$ -	\$ -	-	-	0.00%	\$ 2,000.00
15-02-30-18	American Legion Post # 200 No request received	\$ 750.00	\$ 750.00	\$ -	\$ -	-	-	0.00%	\$ 750.00
15-02-30-23	First Step	\$ 300.00	\$ 300.00	\$ -	\$ -	-	-	0.00%	\$ 300.00
15-02-30-24	Spruce Run Requested \$500	\$ 500.00	\$ 500.00	\$ -	\$ -	-	-	0.00%	\$ 500.00
15-02-30-29	Neighbors Support. Neighbors No Request	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	-	-	0.00%	\$ 2,500.00
Total Social Agencies		\$ 15,450.00	\$ 17,450.00	\$ (2,000.00)	\$ (2,000.00)	-11.46%			\$ 17,450.00

#17.
5-12-16

SCHOOL BUDGET MEETING WARRANT
Wednesday, May 25, 2016
School Budget FY 2016-17

To: Kristen Cushman, a Resident of the Town of Hermon, Penobscot County and State of Maine,

Greeting:

In the name of the State of Maine you are hereby requested to notify and warn the inhabitants of the Town of Hermon, in said County of Penobscot, qualified by law to vote in said town affairs of the Election and Town Meeting described in this Warrant.

To the Voters of Hermon – District 2, Maine State Senate District 32, and Maine House of Representatives District 23:

You are hereby notified that a Special Town Meeting in this Municipality will be held at the Hermon Middle School Gymnasium on Wednesday, the 25th of May A.D. 2016 to act on Articles 1 through 21. The meeting shall begin at 6:30 p.m.

ARTICLE 1: To elect a Moderator to preside at said meeting.

ARTICLE 2: To see what sum the Hermon School Department will be authorized to expend for Regular Instruction.

School Committee Recommends \$5,495,287.

ARTICLE 3: To see what sum the Hermon School Department will be authorized to expend for Special Education.

School Committee Recommends \$1,870,363.

ARTICLE 4: To see what sum the Hermon School Department will be authorized to expend for Career and Technical Education.

School Committee Recommends \$201,850.

ARTICLE 5: To see what sum the Hermon School Department will be authorized to expend for Other Instruction: Summer School, Extra and Co-curricular Activities.

School Committee Recommends \$425,556.

ARTICLE 6: To see what sum the Hermon School Department will be authorized to expend for Student and Staff Support.

School Committee Recommends \$1,268,792.

ARTICLE 7: To see what sum the Hermon School Department will be authorized to expend for System Administration.

School Committee Recommends \$363,879.

ARTICLE 8: To see what sum the Hermon School Department will be authorized to expend for School Administration.

School Committee Recommends \$683,329.

ARTICLE 9: To see what sum the Hermon School Department will be authorized to expend for Student Transportation and Buses.

School Committee Recommends \$582,403.

ARTICLE 10: To see what sum the Hermon School Department will be authorized to expend for Facilities Maintenance.

School Committee Recommends \$1,435,716.

ARTICLE 11: To see what sum the Hermon School Department will be authorized to expend for Debt Service and Other Commitments.

School Committee Recommends \$511,039.

ARTICLE 12: To see what sum the Hermon School Department will be authorized to expend for Other Expenditures including School Lunch.

School Committee Recommends \$35,000.

ARTICLE 13: To see what sum the Town of Hermon will appropriate for the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act. **Recommends** \$9,043,558 and to see what sum the Town will raise as the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

School Committee Recommends \$3,732,233.

The school administrative unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

ARTICLE 14: To see what sum the Town of Hermon will raise and appropriate for the annual payments on debt service previously approved by the town voters for non-state funded school construction projects, or non-state funded portions of school construction projects in addition to funds appropriated as local share of the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12.

School Committee Recommends \$511,039.

Non-state funded debt service is the amount of money needed for annual payments on Hermon's long-term debt service for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters.

ARTICLE 15: To see what sum the Town of Hermon will raise and appropriate in additional local funds for school purposes under Maine Revised Statutes, Title 20-A, section 15690.

School Committee Recommends \$265,826.

The additional local funds are those locally raised funds over and above the Town of Hermon's local contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help the Town of Hermon budget for educational programs.

ARTICLE 16: To see what sum the Town will authorize the School Committee to expend for the fiscal year beginning July 1, 2016 and ending June 30, 2017 from the Town's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for support of schools.

School Committee Recommends \$12,873,214.

ARTICLE 17: To see if the Town will authorize the school committee to expend in addition to Article 16, any sums as may be received from state and federal grants, aid, and receipts during the fiscal year beginning July 1, 2016 and ending June 30, 2017 for school purposes provided that such grants, aid and receipts do not require expenditure of local funds not previously appropriated?

School Committee Recommends YES

ARTICLE 18: Shall the Region Four Vocational Budget as approved by the Cooperative Board for the year July 1, 2016 – June 30, 2017 be approved in the amount of \$2,669,300?

Cooperative Board for Regional Vocational Budget is not subject to amendment from the floor. It may be accepted or rejected by the voters. Hermon's share of the Region Four budget is \$201,850.

School Committee Recommends YES

ARTICLE 19: Shall the Region Four Vocational Budget as approved by the Cooperative Board for **adult education** for the year July 1, 2016 – June 30, 2017 be approved in the amount of \$209,678?

The Region Four Vocational Budget for Adult Education supports adult education classes held at United Technologies Center in Bangor for communities that belong to the Region Four consortium. Hermon's share of the regional adult education budget is \$3,123.

School Committee Recommends YES

ARTICLE 20: To see what sum the Town of Hermon will raise and to appropriate the sum of (Recommend \$35,000) in additional local dollars in support of the food service program.

School Committee Recommends \$35,000.

ARTICLE 21: To see if the Town of Hermon will authorize the School Committee to expend in fiscal year beginning July 1, 2016 and ending June 30, 2017 any unanticipated state school general purpose aid that it may receive for that fiscal year.

School Committee Recommends YES

The Registrar of Voters will hold office hours while the polls are open to correct any errors in or to change a name or address on the voting list and to accept new enrollments.

SIGNED this May 12, 2016 by the Town Council:

Alden Brown

Anne Freeman

Tim McCluskey

Doug Sinclair

Donna Ellis

William Scott

Steven Thomas

Attest Original/True Copy: _____
Clerk

OFFICER'S RETURN

ANNUAL SCHOOL BUDGET MEETING WARRANT

Wednesday, May 25, 2016

School Budget FY 2016-17

I certify that I have notified the voters of the time and place of the Annual Election and Annual Town Meeting by posting an attested copy of this warrant at:

C & K Variety;

Camden National Bank

Town Office Entryway;

Town Office Council Chambers; on _____ which is at least 7 days next prior to election day.

Date signed, posted and returned

Signature of Resident/Constable Deputy

Residence

18
5-12-16

Capital Improvements and Reserves Activity 7-1-2016 to 6-30-2017

Account #	Reserve Account	Balance		Appropriation	Interest Earned	Expenses	Balance 6/30/2017	Comments
		Forward						
17-01-35-01	Police Equipment Reserve	22094	20500	375	6800	36169		
17-01-35-02	Unemployment Reserve	23448	5000	225	1600	27073		
	Legal Liability Reserve	49415	0	520	0	49935		
17-01-35-04	Cemetery Reserve	37189	8500	260	6500	39449		
17-01-35-05	Fire Equipment Reserve	84883	53000	380	26585	111678		
17-01-35-06	Highway Improvement Reserve	185856	900000	385	1050000	36241		MDOT Grant \$500,000
17-01-35-08	Public Works Equip. Reserve	80424	52000	635	76000	57059		
17-01-35-08	Public Works Facility Reserve	53265	25000	615	1200	77680		
17-01-35-09	Recreation Equip. Reserve	17775	2500	100	0	20375		
17-01-35-09	Recreation Facility Reserve	237137	20000	1330	18500	239967		
17-01-35-11	Municipal Office Reserve	19470	8000	200	8450	19220		
17-01-35-12	Sewer Maintenance Reserve	550102	28500	3300	15060	566842		
17-01-35-13	Public Land Acquisition Reserve	24656	2500	210	0	27366		
17-01-35-14	Planning & Ordinance Reserve	66971	3000	405	0	70376		
	Economic Development Reserve	110216	139000	500	139000	110716		TIF \$139,000
17-01-35-17	Public Safety Building Reserve	67494	10000	725	9000	69219		
17-01-35-19	Town Office Equip & Tech. Reserve	18866	10000	180	23476	5570		
17-01-35-24	School Tax Stabilization Reserve	639349	212000	5428	480723	376054		School Budget \$187,000
17-01-35-26	Jackson Beach Reserve	3147	2500	75	2500	3222		
17-01-35-27	Transfer Station Site Reserve	-1632	12000	10	7400	2978		
17-01-35-28	Bicentennial Reserve	4099	40	0	40	4099		
17-01-35-29	Rural Fire Protection Reserve	8464	1800	40	5000	5304		
17-01-35-30	Elementary School Reserve (Public)	295083	0	2951	0	298034		
17-01-35-31	Snow's Corner Cemetery Reserve	10409	2500	125	9800	3234		Sale of Lots \$2,500
17-01-35-32	Veterans Mem. Park Reserve	6701	3200	40	0	9941		Sale of pavers \$200
17-01-35-05	School Repair Reserve	595663	205750	5956	205750	601619		School Budget \$205,750
17-01-35-05	School Capital Reserve	2148732	0	21375	0	2170107		
17-01-35-05	School Bus Purchase Reserve	47000	26573	160	26573	47160		School budget \$26,573
17-01-57-34	Sick Leave Reserve	3600	6000	0	5800	3800		
Totals		5409876	1759863	46505	2125757	5090487		0

HERM01	Police Equipment Reserve: purchase 2 radars & 1 cruiser laptop	Local Appropriation
HERM02	Unemployment Reserve: monthly reimbursements	Local Appropriation
HERM03	Legal Liability Reserve: No activity proposed	
HERM04	Cemetery Reserve: repair road at Evergreen Cemetery and monument repair	Local Appropriation
HERM05	Fire Department Equipment Reserve: purchase 40 SCBA tanks & 5 portable radios	Local Appropriation
HERM06	Highway Improvement Reserve: drainage varies roads & Klate/Fuller	Local Appropriation MDOT grant \$500,000
HERM07	School Repair Reserve- resurface tennis court 50%, HS intercom system, HS improvement to press box, HS improvements to entry way; HS upgrade heating system, HS new sound system, new weight room floor, MS repair roof, HES VCT tile floor, HES asbestos removal, HES portable classroom; HES new basket ball winches, SO pave parking lot, SO new accessibility ramp, SO replace front steps	Local Appropriation- School
HERM08A	Public Works Equipment Reserve: new backhoe & tractor snow blower	Local Appropriation
HERM08	Public Works Facility Reserve: Sheet walls in garage	Local Appropriation
HERM09	Recreation Facility Reserve: storage cabinets, signage trails, site plan, sealing tennis courts 50%	Local Appropriation
HERM(09A)	Recreation Equipment Reserve: fund reserve'	Local Appropriation
HERM11	Municipal Office Reserve: camera system, architectural services, ventilation improvements, and new flag pole	Local Appropriation
HERM12	Sewer Maintenance: Sewer line cleaning and televising, and SCADA system Odlin Road PS	Local Appropriation
HERM13	Public Land Acquisition: fund reserve	Local Appropriation
HERM14	Plan. and Maint. of Ordinances Reserve: fund reserve	Local Appropriation
HERM16	Economic Development Reserve: business park landscaping, cameras, Printers Lane Imp., web page update, Route 2 Drive-in imp.	Local Appropriation TIF funds \$139,000
HERM17	Public Safety Reserve: architectural study, building sign	Local Appropriation
HERM19	Town Office Equipment and Technology Reserve: workstation phasers, public access workstation, wireless projector, laser printers, archive server and tape deck, web site update, and ram upgrades 20 work stations	Local Appropriation
HERM21	School Capital Reserve: fund setup for modular	Local Appropriation
HERM24	School Tax Stabilization Reserve: Payment on debt	Local Appropriation
HERM26	Jackson Beach Reserve: new 16' float	Local Appropriation
HERM27	Transfer Station Reserve: pave disposal area	Local Appropriation
HERM28	Bicentennial Reserve: reserve to be closed	Closed

HERM29 Rural Fire Protection Reserve: hydrant repairs	Local Appropriation
HERM30 Elementary School Reserve: fund reserve	Local Appropriation
HERM31 Snow's Corner Cemetery: road extension	Sale of Lots \$2500
HERM32 Veterans Memorial Park: fund reserve	Sale of pavers
HERM33 New School Bus Reserve- Purchase new bus	Local Appropriation
HERM34 Sick Leave Reserve- payout at the end of employment	Local Appropriation

Total CIP Budget	\$1,759,863
Grants	\$500,000
School	\$444,323
Municipal	\$673,840
TIF	\$139,000
Other	<u>\$2,700</u>
Total CIP Budget	\$1,759,863

BUDGET SUMMARY 2016-2017

4/27/2016

Account#	Expenses	2016-2017		2015-2016		Change		Percent Change		2014-2015		2014-2015	
		Budget		Budget				Change		Budget		Actual	
10	General Government	\$ 839,583.00	\$	\$ 766,377.00	\$	\$ 73,206.00	\$	9.55%	\$	\$ 741,225.00	\$	\$ 692,978.00	\$
11	Economic Development	\$ 135,692.00	\$	\$ 131,296.00	\$	\$ 4,396.00	\$	3.35%	\$	\$ 176,811.00	\$	\$ 132,678.00	\$
12	Public Safety	\$ 802,481.00	\$	\$ 773,137.00	\$	\$ 29,344.00	\$	3.80%	\$	\$ 758,122.00	\$	\$ 712,372.00	\$
13	Public Works	\$ 878,719.00	\$	\$ 861,103.00	\$	\$ 17,616.00	\$	2.05%	\$	\$ 846,413.00	\$	\$ 883,421.00	\$
14	Solid Waste	\$ 563,446.00	\$	\$ 555,640.00	\$	\$ 7,806.00	\$	1.40%	\$	\$ 539,070.00	\$	\$ 511,099.00	\$
15	Recreation & Social	\$ 158,085.00	\$	\$ 153,975.00	\$	\$ 4,110.00	\$	2.67%	\$	\$ 149,374.00	\$	\$ 130,077.00	\$
16	Debt	\$ 100,749.00	\$	\$ 105,089.00	\$	\$ (4,340.00)	\$	-4.13%	\$	\$ 167,047.00	\$	\$ 166,809.00	\$
17	Capital Reserves	\$ 548,800.00	\$	\$ 569,300.00	\$	\$ (20,500.00)	\$	-3.60%	\$	\$ 586,800.00	\$	\$ 586,800.00	\$
19	Special Assessment	\$ 703,931.00	\$	\$ 687,055.00	\$	\$ 16,876.00	\$	2.45%	\$	\$ 643,037.00	\$	\$ 710,306.00	\$
25	General Assistance	\$ 12,500.00	\$	\$ 13,500.00	\$	\$ (1,000.00)	\$	-7.41%	\$	\$ 15,000.00	\$	\$ 3,589.00	\$
	Total Municipal	\$ 4,743,986.00	\$	\$ 4,616,472.00	\$	\$ 127,514.00	\$	2.76%	\$	\$ 4,622,899.00	\$	\$ 4,530,129.00	\$

Revenues													
10-100	Clerk Fees	\$ 29,000.00	\$	\$ 28,000.00	\$	\$ 1,000.00	\$	3.57%	\$	\$ 28,000.00	\$	\$ 30,563.00	\$
10-110	Auto Excise	\$ 1,950,000.00	\$	\$ 1,925,000.00	\$	\$ 25,000.00	\$	1.30%	\$	\$ 1,900,000.00	\$	\$ 2,337,833.00	\$
10-111	State Truck Excise	\$ 250,000.00	\$	\$ 225,000.00	\$	\$ 25,000.00	\$	11.11%	\$	\$ 225,000.00	\$	\$ 312,812.00	\$
10-112	Boat Excise	\$ 5,800.00	\$	\$ 6,000.00	\$	\$ (200.00)	\$	-3.33%	\$	\$ 5,750.00	\$	\$ 6,555.00	\$
10-115	Dogs/Animal Control	\$ 2,000.00	\$	\$ 1,800.00	\$	\$ 200.00	\$	11.11%	\$	\$ 1,800.00	\$	\$ 1,883.00	\$
10-120	Building Permits	\$ 10,000.00	\$	\$ 10,000.00	\$	\$ -	\$	0.00%	\$	\$ 9,000.00	\$	\$ 9,478.00	\$
10-121	Local Plumbing Fees	\$ 11,400.00	\$	\$ 11,000.00	\$	\$ 400.00	\$	3.64%	\$	\$ 11,000.00	\$	\$ 12,786.00	\$
10-125	Planning & Zoning Apps.	\$ 1,000.00	\$	\$ 1,000.00	\$	\$ -	\$	0.00%	\$	\$ 2,000.00	\$	\$ 535.00	\$
10-130	Hermon Connection	\$ 2,100.00	\$	\$ 2,100.00	\$	\$ -	\$	0.00%	\$	\$ 2,100.00	\$	\$ 1,395.00	\$
10-135	Cemetery Fees	\$ 1,000.00	\$	\$ 1,000.00	\$	\$ -	\$	0.00%	\$	\$ 1,000.00	\$	\$ 2,300.00	\$
14-140	Transfer Station Fees	\$ 10,000.00	\$	\$ 10,000.00	\$	\$ -	\$	0.00%	\$	\$ 10,000.00	\$	\$ 10,983.00	\$
10-145	Miscellaneous Revenues	\$ 15,000.00	\$	\$ 15,000.00	\$	\$ -	\$	0.00%	\$	\$ 15,000.00	\$	\$ 40,241.00	\$
10-146	Payment in Lieu of Taxes	\$ 11,000.00	\$	\$ 11,000.00	\$	\$ -	\$	0.00%	\$	\$ 11,000.00	\$	\$ -	\$
10-148	Cable Franchise	\$ 19,000.00	\$	\$ 21,000.00	\$	\$ (2,000.00)	\$	-9.52%	\$	\$ 21,000.00	\$	\$ 19,648.00	\$
14-150	Contractor Tipping Fees	\$ 128,000.00	\$	\$ 128,000.00	\$	\$ -	\$	0.00%	\$	\$ 128,000.00	\$	\$ 120,130.00	\$
14-152	MRC Reimbursement	\$ 72,736.00	\$	\$ 72,736.00	\$	\$ -	\$	0.00%	\$	\$ 87,062.00	\$	\$ 96,990.00	\$
10-155	Fines & Penalties	\$ 500.00	\$	\$ 500.00	\$	\$ -	\$	0.00%	\$	\$ 500.00	\$	\$ -	\$
10-602	Me St. Retirement Reimbursement	\$ -	\$	\$ 12,488.00	\$	\$ (12,488.00)	\$	100.00%	\$	\$ -	\$	\$ -	\$

#19.
5-12-16

		2016-2017	2015-2016	Change	Percent	2014-2015	2014-2015
	Revenues	Budget	Budget			Budget	Actual
10-160	Sewer Assessments	\$ 200.00	\$ 500.00	\$ (300.00)	-60.00%	\$ 500.00	\$ -
10-162	Wireless-Tower	\$ 10,000.00	\$ 9,000.00	\$ 1,000.00	11.11%	\$ 9,000.00	\$ 10,516.00
10-170	Interest on Investments	\$ 30,000.00	\$ 14,000.00	\$ 16,000.00	114.29%	\$ 14,000.00	\$ 8,086.00
12-182	Police Revenues	\$ 4,000.00	\$ 4,000.00	\$ -	0.00%	\$ 5,000.00	\$ 9,464.00
12-185	FD Equipment	\$ 1,000.00	\$ 1,000.00	\$ -	0.00%	\$ 2,000.00	\$ 1,333.00
10-200	State Revenue Sharing	\$ 145,000.00	\$ 150,000.00	\$ (5,000.00)	-3.33%	\$ 147,805.00	\$ 171,200.00
25-210	GA Reimbursement	\$ 5,750.00	\$ 6,250.00	\$ (500.00)	-8.00%	\$ 7,500.00	\$ 1,529.00
10-250	Snowmobile Reg Reimb	\$ 2,500.00	\$ 2,500.00	\$ -	0.00%	\$ 2,500.00	\$ 2,523.00
10-300	URIP	\$ 63,000.00	\$ 60,000.00	\$ 3,000.00	5.00%	\$ 60,000.00	\$ 68,468.00
10-167	TIF Revenues	\$ 285,806.00	\$ 289,585.00	\$ (3,779.00)	-1.30%	\$ 296,811.00	\$ 279,095.00
10-550	Interest & lien Costs	\$ 30,000.00	\$ 30,000.00	\$ -	0.00%	\$ 30,000.00	\$ 37,794.00
10-175	Unrestricted Net Assets	\$ 302,000.00	\$ 280,000.00	\$ 22,000.00	7.86%	\$ 300,000.00	\$ 432,443.00
	Total Municipal Revenues	\$ 3,397,792.00	\$ 3,328,459.00	\$ 69,333.00	2.08%	\$ 3,333,328.00	\$ 4,026,583.00

Net Municipal Budget From Taxes	\$ 739,063.00	\$ 697,758.00	\$ 41,305.00	5.92%	\$ 726,534.00
County Tax	\$ 607,131.00	\$ 590,255.00	\$ 16,876.00	2.86%	\$ 563,037.00
Education (Local Share)	\$ 4,547,222.00	\$ 4,412,777.00	\$ 134,445.00	3.05%	\$ 4,163,344.00
Total Town Budget from Taxes	\$ 5,893,416.00	\$ 5,700,790.00	\$ 192,626.00	3.38%	\$ 5,452,915.00
Overlay	\$ 55,097.00	\$ 55,097.00	\$ -	0.00%	\$ 55,097.00
Net Amount From Taxes	\$ 5,948,513.00	\$ 5,755,887.00	\$ 192,626.00	3.35%	\$ 5,508,012.00
Projected taxes from new value	\$ 100,000.00				
Amount to be raised from taxes	\$ 5,848,513.00	(\$5,755,887.00)	\$ 92,626.00	-1.61%	*.012
Mill Rate 2015-2016	0.012				0.012193
Projected Mill Rate 2016-2017	12.193				
Mill rate increase	.193 mill				
Increase for every \$100,000	\$19.30				

<u>Unassigned Fund Balance</u>		<u>TIF Revenues</u>
Town		
7/1/2016 Balance	\$ 3,809,430.00	\$ -
Balance from expenses	\$ 80,000.00	\$ -
Balance from revenues	\$ 600,000.00	\$ -
Projected Balance 7-01-16	\$ 4,489,430.00	\$ -
Less amount for 2015-2016	\$ (280,000.00)	\$ -
Less amount for 2016-2017	\$ (302,000.00)	\$ -
Less amount for Road Projects	\$ (150,000.00)	\$ -
Projected balances 7-1-2017	\$ 3,757,430.00	\$ -



Annual Town Meeting
Budget Approval
Thursday, June 16, 2016

To: a Constable for, the Town of Hermon, in the County of Penobscot, State of Maine,

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Hermon in Penobscot County, Maine, qualified by law to vote in town affairs, to meet at the **High School Auditorium in Hermon on Thursday the 16th day of June, 2016, at 6:30 p.m.**, then and there to act upon Articles 4 through 24 as set out below.

Article 4: Shall the Town vote to appropriate the revenues received for the following accounts to offset the associated expense accounts, for fiscal year 2016-2017 with approval of the Town Council?

Revenues

10-130 Hermon Connection Revenue
10-121 Local Plumbing Fees
14-140 Transfer Station Fees
14-150 Tipping Fee Revenue (PERC)
12-182 Police Revenue
12-185 Fire Dept. Revenue
35 Recreation Enterprise Revenues

Expenses

10-13-04-05 Hermon Connection Expenses
10-13-05-04 Local Plumbing Expenses
14-01 Landfill Expense
14-02 Household Waste Expense
12-01 Police Expenses
12-02 Fire Dept. Expenses
35 Recreation Enterprise Expenses

*(Explanation: The listed revenue accounts are special funds received by the Town for specific purposes. Approval by the citizens will allow the Town Council to expend these revenues for the expense accounts listed above. **Recommended by the Town Council***

Article 5: Shall the Town raise and appropriate the following sums of money for each of the listed reserves?

HERM01 Police Equipment Reserve	\$ 20,500
HERM02 Unemployment Reserve	\$ 5,000
HERM04 Cemetery Reserve	\$ 8,500
HERM05 Fire Equipment Reserve	\$ 53,000
HERM06 Highway Improvement Reserve	\$ 250,000
HERM08 Public Works Facility Reserve	\$ 25,000
HERM08 Public Works Equip Reserve	\$ 52,000
HERM09 Recreation Equipment Reserve	\$ 2,500
HERM09 Recreation Facility Reserve	\$ 20,000
HERM11 Municipal Office Reserve	\$ 8,000
HERM12 Sewer Maintenance Reserve	\$ 28,500
HERM13 Public Land Acquisition Reserve	\$ 2,500
HERM14 Planning and Ordinance Reserve	\$ 3,000
HERM17 Public Safety Building Reserve	\$ 10,000
HERM19 Town Office Equip. & Tech. Reserve	\$ 10,000
HERM24 School Tax Stabilization Reserve	\$ 25,000
HERM28 Jackson Beach Reserve	\$ 2,500
HERM29 Transfer Station Site Reserve	\$ 12,000
HERM30 Rural Fire Protection Reserve	\$ 1,800
HERM32 Veterans Memorial Park Reserve	\$ 3,000
HERM34 Sick Leave Reserve	\$ 6,000
Total Appropriation to Reserves	\$ 548,800

Recommended by the Town Council

Article 6: Shall the Town vote to authorize the expenditure of up to \$8,000 from the Recreation Facility Reserve (HERM09) to pay for one-half the cost of sealing the tennis courts at the Hermon High School? **Recommended by the Town Council**

Article 7: Shall the Town vote to authorize the expenditure of up to \$23,360 from the Fire Equipment Reserve (HERM05) for the purchase of 40 SCBA air bottles? **Recommended by the Town Council**

Article 8: Shall the Town vote to authorize the expenditure of up to \$75,000 from the Highway Improvement Reserve (HERM06) in addition to the amount raised in the annual operating budget for drainage improvements for several Hermon Roads? **Recommended by the Town Council**

Article 9: Shall the Town vote to authorize the expenditure of up to \$76,000 from the Public Works Equipment Reserve Account to purchase a backhoe (\$70,000 plus the trade-in of the existing Case backhoe) and snow blower (\$6,000) for use by the Public Works Department? **Recommended by the Town Council**

Article 10: Shall the Town vote to authorize an expenditure of up to \$12,000 from Sewer Reserve (HERM12) to install a SCADA System at the Odlin Road Pump Station?

Recommended by Town Council

Article 11: Shall the Town vote to transfer the balance of the funds remaining in the Credit Reserve (HERM15) to the Office Equipment & Technology Reserve (HERM19)?

Recommended by the Town Council

Article 12: Shall the Town vote to authorize an expenditure not to exceed \$6,000 from the Office Equipment/Technology Reserve (HERM19) in addition to the \$5,000 raised by the Town Council from the Economic Development Reserve to update the Town's website?

Recommended by the Town Council

Article 13: Shall the Town vote to authorize an expenditures of up to \$80,000 from the Economic Development Reserve (HERM16) for improvements to Printers Way (\$70,000), and surveillance cameras for the business parks (\$10,000)? **Recommended by the Town Council**

Article 14: Shall the Town vote to authorize the expenditure of \$200,000 from the School Tax Stabilization Reserve (HERM24) to offset a portion of the cost for the Hermon Middle School debt service in addition to the local appropriation for education?

Recommended by Town Council

Article 15: Shall the Town vote to authorize the expenditure of \$80,000 from the School Repair (HERM07) Reserve for repair of the roof at the Middle School? **Recommended by the Town Council**

Article 16: Shall the Town vote to authorize the expenditure of \$10,000 from the School Capital Improvement Reserve to set up a new modular classroom at the Hermon Elementary School?

Recommended by the Town Council

Article 17: Shall the Town vote to authorize the transfer of funds from Tax Incremental Financing (TIF) Revenue to TIF Revenues Account #10-167 in the amount of \$424,806, to offset authorized expenditures for Economic Development general accounts #11-01-01-01 to 11-01-20-06 in the amount of (\$54,006); for account #16-01-25-01 Water & Sewer Extension Debt Service in the amount of (\$85,000); for account #17-01-35-05 Fire Equipment Reserve (\$15,000); for account #17-01-35-12, Sewer Maintenance Reserve HERM12 (\$25,000) ,for account #17-01-35-16 Economic Development Reserve HERM16 (\$139,000); for account #11-02-20-33 Town Technology and Hermon Wireless (\$10,000); and account # 19-02-25-03 TIF Credit Enhancement Agreements(\$96,800)?

Recommended by the Town Council

Article 18: Shall the Town vote to appropriate \$40,000 from the School Capital Improvement Account (HERM21) for Phase 2 architectural services for the Hermon Elementary School?

Recommended by the Town Council

Article 19: Shall the Town vote to approve a Development Agreement with Ryder Trucking, LLC which provides economic development incentives that are beneficial for the citizens of the Town of Hermon?

Recommended by the Town Council

Article 20: Shall the Town vote to raise and appropriate for municipal purposes for Fiscal Year 2016-2017 for the period July 1, 2016 to June 30, 2017 the following sums of money?

Appropriation by category:

General Government/Administration	\$839,583
Economic Development/Technology	\$135,692
Public Safety	\$802,481
Public Works	\$878,719
Solid Waste	\$563,446
Recreation/Social Service/Library	\$158,085
Debt Service	\$100,749
Reserves	\$548,800
Special Assessments	\$703,931
General Assistance	<u>\$ 12,500</u>
Total Municipal & County Appropriation	\$4,743,986

Recommended by the Town Council

Article 21: Shall the Town set the Fiscal Year 2016-2017 Tax Commitment excluding the Overlay Account as follows:

Municipal Expenses:	\$4,025,381
County Assessment	\$ 607,131
Local contribution to Schools:	<u>\$4,547,222</u>
Total Expenses	<u>\$9,081,413</u>
Less Municipal Revenues	<u>-\$3,397,792</u>
Total Commitment less Overlay	\$5,893,416

Article 22: Shall the Town appropriate from Overlay Account an amount not to exceed \$55,000 for tax abatements? **Recommended by the Town Council**

NOTE: The above is not a true copy of the Official Warrant to be posted. Changes may be made by the Town Council at final approval. You may request a copy of the Official Warrant from the Town Clerk once the final warrant is approved.