



Town of Hermon

Public Safety Building Meeting Room

April 21, 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:

MINUTES. -APPROVE March 24, 2016

WARRANTS. -SIGN April 22, 2016
- V. NEWS, PRESENTATIONS AND RECOGNITIONS
- VI. PUBLIC ITEMS OR COMMENTS (*Items Not Already on Agenda*)
- VII. PUBLIC HEARINGS
- VIII. COMMITTEE REPORTS



IX. SCHEDULED AGENDA ITEMS

A. OLD BUSINESS

- #1. Consider** bids for snow plowing contract for 2016-17 to 2020-21
- #2. Consider** approving funds for development of a brochure
- #3. Consider** approving expenditure from the Defense Reserve
- #4. Consider** approving incentive agreement with Ryder
- #5. Schedule** a workshop to discuss an ordinance titled Public Safety Wrecker Towing Rotation and Services
- #6. Consider** approving change order for Fuller Road and Klatt Road Project

B. NEW BUSINESS

- #7. Consider** adopting Highway Improvement Plan
- #8. Consider** adopting Sewer Maintenance Plan
- #9. Consider** scheduling Public Hearing for The Sport's Arena Liquor License Application
- #10. Consider** adopting tipping fee schedule for the Hermon Transfer Station for the 2016 season
- #11. Consider** authoring Town Manager to sign Quit-Claim deed conveying a portion of a turn around at the intersection of the Black Forest Drive and Streamside Avenue
- #12. Consider** approving Cemetery Maintenance Plan
- #13. Consider** approving agreement with the Bangor Human Society

C. WORKSHOPS

- #14. REVIEW and Discuss** Town Manager Job Description.
- #15 . REVIEW and Discuss** Post PERC options.



D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

XI. MANAGER STATUS REPORT:

Interim Fire Chief
Route 2 Project
Klatte Road and Fuller Road Project
Highway equipment storage building
Recreation equipment storage building
Update regarding council and town manager goals 2015-2016

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.



Town of Hermon

Public Safety Building Meeting Room

March 24, 2016

Town Council Meeting

7:00 PM

MINUTES

***** Televised live on Cable Channel 121.111 *****

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

Chair McCluskey called the meeting to order at 7:00pm.

II. PLEDGE OF ALLEGIANCE

Chair McCluskey led those in attendance in the Pledge of Allegiance.

III. ROLL CALL

Members Present: Douglas Sinclair Sr., Steven Thomas, Alden Brown, Timothy McCluskey, William Scott, Donna Ellis and Anne Freeman

Members Absent: None

Others Present: Town Manager Roger Raymond, Town Clerk Ruth A. Nickerson, Sargent Pelletier, Brian and Kim Nichols, Matt Nichols, Ben Nichols, Robin Slauenwhite, Holly Cough, Melody Pereira, Jim Katsiaficas, Bill Mayhew, Chris Patten, Tom Richmond, Geoff Gratwick and three others unknown to the clerk.

IV. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, And APPROVAL OF MINUTES:

MINUTES. -APPROVE March 10, 2016

WARRANTS. -SIGN March 25, 2016

Councilor Sinclair moved to approve the Consent Calendar as presented. Councilor Scott seconded the motion. A Roll Call vote was unanimous in favor of the motion.

The motion carries.



V. NEWS, PRESENTATIONS AND RECOGNITIONS

#1. Consider Proclamation regarding teenage drinking

Sergeant Pelletier introduced the Council to Robin Slauenwhite from Bangor Public Health & Community Services. Ms. Slauenwhite told how the Hermon Drug Free Community Coalition has joined with BPH to promote “Parents who host, lose the Most” during the month of April. She told how underage drinking should be a serious concern for all of us. Hermon High School Teacher Holly Cough informed the Council that the high school teachers have participated in and support this campaign. Melody Pereira a senior at HHS told how she moved here 3 years ago from Vermont. She informed the Council of how nice is to be here in this clean environment, stating that when there is a drinking environment at school functions it is not fun. In response to Councilor McCluskey, Mrs. Cough affirmed that the school administration has been helpful in getting the, “Parents who host, lose the Most” message out. Ms. Slauenwhite told how data shows that 40% of Maine high school students have had an alcoholic drink in the last 30 days. The data comes from the Maine Integrated Youth Health Survey conducted annually in our local schools. Kim Nichols read the following proclamation aloud.

WHEREAS, adults who provide alcohol to those below the legal drinking age of 21 are placing those youth at risk for health, safety and legal problems, and

WHEREAS, alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the threat to their long-term development and well-being, and

WHEREAS, it is illegal to give or allow your teen’s friends to drink alcohol in your home, even with their parents’ permission, and

WHEREAS, anyone found guilty of providing alcohol to youth can face a fine between \$500 and \$2000 and a year in jail, in addition to any civil action that can be brought as a result of damages or injury related to the offense, and

WHEREAS, adults have the authority and responsibility to our youth to provide them with alternative opportunities by creating alcohol-free activities, and

WHEREAS, Drug Free Action Alliance, through *Parents Who Host, Lose The Most: Don’t be a party to teenage drinking and the Hermon Drug Free Communities Coalition* provides the educational materials to raise community awareness regarding this illegal and unhealthy practice, and

WHEREAS, The Town of Hermon encourages residents to refuse to provide alcoholic beverages to underage youth and to take the necessary steps to discourage the illegal and unhealthy practice, including the reporting of underage drinking by calling their local police, and

WHEREAS, be it resolved that the Town of Hermon not only discourages the use of alcohol by those below the legal age of consumption, but also exhorts all residents of Hermon to refuse to provide alcoholic beverages to those underage youth, and will continue to take the necessary steps to discourage this illegal and unhealthy activity.

NOW, THEREFORE, the Municipal Officers of Hermon, Maine, do hereby proclaim, April 2016 to be:



Parents Who Host, Lose The Most: Don't be a party to teenage drinking April, 2016.

Councilor Brown moved to proclaim April 2016 as “Parents Who Host Lose The Most,” month. Councilor Scott seconded the motion. The motion was accepted without doubt.

The motion carries.

Chair McCluskey then asked Ms. Nichols and Ms. Slauenwhite if they were looking for a monetary donation to support the proclamation. Ms. Nichols told how they didn't anticipate funds being available for this campaign, but yes a plan will be presented to the Council for an April project that supports the proclamation.

VI. PUBLIC ITEMS OR COMMENTS *(Items Not Already on Agenda)*

Senator Gratwick told how today in the Legislature a Proclamation to keep children off and away from drugs was signed. Senator Gratwick was pleased to speak of Hermon and our efforts to promote a healthy drug free community.

VII. PUBLIC HEARINGS

None

VIII. COMMITTEE REPORTS

None

IX. SCHEDULED AGENDA ITEMS

A. OLD BUSINESS

None

B. NEW BUSINESS

#2. Consider policy regarding wrecker services for emergencies

Chair McCluskey told of the recent complaints made regarding wrecker servicing in our Town. It seems a pattern has developed where those cleaning up car accidents do not actually remove all the mess from the road leaving significant debris behind to litter the roadways. Several residents have complained, stating that those who are responsible for cleaning up the accident debris should be held accountable to do so. Manager Raymond recommended the Council consider adopting an ordinance making it possible to enforce the rules. The Manager gave each Councilor a sample of a Rotational Towing Ordinance. He told how he intends to start a conversation with the Public Safety Committee regarding such an ordinance and asked the Council to review the sample given to them. The Manager will report back to the Council and conversation or decisions made by the Committee.



Councilor Brown moved to approve R15-16-81. Councilor Freeman seconded the motion. The motion was accepted without doubt.

The motion carries.

***(R15-16-81 is attached for review.)**

#3. Consider issuing a corrective deed to Daniel M. McQuarrie

The Manager informed the Council of the need to issue a corrective deed for property located at M/L 013-079-000. The purpose of the deed is to correct and confirm the legal description of a previous deed, dated 9/12/2013.

Councilor Brown moved to approve signing the corrective deed. Councilor Scott seconded the motion. A Roll Call vote was unanimous in favor of the motion.

The motion carries.

C. WORKSHOPS

#4. Hold workshop to review and discuss the options for Post-PERC April 1, 2018

Manager Raymond introduced the Council to Jim Katsificas. He reminded the Council that they will be required to make a decision by May 1, 2016 to join Fiberight and the MRC, to continue doing business with PERC, or to find a completely new solution for the disposal of Hermon's Municipal Solid Waste. Mr. Raymond told how Mr. Katsificas participated in the independent review of the contracts and services provided by the MRC and PERC. The information to be presented tonight has been posted on hermon.net for the public to review as well. Mr. Raymond spoke of Mr. Katsificas' experience in Municipal Law and his past employment with MMA.

James Katsificas, Esq., informed the Council of how interesting his experience developing this review has been. He told how he has prepared a fair, balanced and accurate statement of the MRC and PERC proposals. He stated that he is not here to sell the Council anything or to pick a side, explaining that these proposals affect 187 Maine communities. He affirmed that his review included a comparison of risk and benefits as well as rewards and liabilities, stating that his presentation covers the 6 most pressing topics in the proposals. Those topics are, tonnage, unacceptable waste, tipping fees, bypass, MRC bylaws and the termination agreement.

The presentation provided to the Council has been included as part of these minutes. *(see attached)*

D. OTHER ITEMS (from Table Package)

None

X. APPOINTMENTS

None



XI. MANAGER STATUS REPORT:

None

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

None

XIII. COUNCIL ITEMS:

Councilor Freeman asked if the recycling containers that sit at the Town Office are covered. The Manager said, "Yes, they are."

XIV. EXECUTIVE SESSION:

None

XV. ADJOURNMENT:

Councilor Brown moved to adjourn the Council Meeting at 9:17pm. **Councilor Scott** seconded the motion. With no objection the meeting was adjourned.

Respectfully Submitted,

Ruth A. Nickerson, CCM



R15-16-81

Be it resolved by the Hermon Town Council in town council assembled the Town Manager be authorized to develop an Ordinance that pertains to the rotation of emergency towing companies and the condition by which the towing companies will operate in the Town of Hermon.

Be it further resolved the proposed draft will be reviewed by the Hermon Public Safety Committee for their comments prior to returning the ordinance to the Town Council for consideration.

SIGNED this March 24, 2016 by the Hermon Town Council:

Abstain
Donna Ellis

William Scott
William Scott

Tim McCluskey
Timothy McCluskey

Alden Brown
Alden Brown

Abstain
Douglas Sinclair, Sr.

Steven Thomas
Steven Thomas

Anne Freeman
Anne Freeman

Attest Original: Reed D. Dickerson

Motion <u>Brown</u>	Yeas <u>accepted</u>	Date <u>3/24/16</u>
Second <u>Freeman</u>	Nays <u>w/o doubt</u>	

Comparison of MRC and PERC Agreements

**Town of Hermon
March 24, 2016**

James N. Katsiaficas, Esq.

PERKINS | THOMPSON

ATTORNEYS & COUNSELORS AT LAW

One Canal Plaza • PO Box 426

Portland, Maine 04112-0426

Comparison of MRC and PERC Agreements

1. Term

MRC - 15-year Initial Term with up to five 5-year Extension Terms for up to 40 years total.

PERC - Begins April 1, 2018 and may be for 10 years or 15 years, and automatic renewal for same term unless terminated by either party.

Comparison of MRC and PERC Agreements.

2. Waste Delivery Requirement.

MRC -3.1. Delivery. Joining Member agrees to deliver or cause to be delivered to Fiberight “all Acceptable Waste generated within its borders the collection and disposition of which is under its control.” A “commitment.”

PERC – 3.) (a) and (c)“The Municipality shall deliver all Acceptable Waste under its control that is generated within the Municipality to the PERC Facility,” and Municipality shall deliver to PERC Facility “the available estimated tonnage of Solid Waste under its direct control.” Not “guarantee” but acknowledgement and agreement that PERC is relying on commitment in Section 3.)(c)

Comparison of MRC and PERC Agreements.

3. Tipping Fee

MRC – \$70 per ton plus annual CPI adjustment. No amendment to Tipping Fee unless Joining Member authorizes MRC to amend it by amending the Joinder Agreement.

PERC -15 years (2018-2033), \$84.36; 10 years (2018-2028), \$89.57, adjust annually by change in CPI; renewal terms are on same basis. Contract for fewer than 10 years priced on case-by-case basis at market rate.

Comparison of MRC and PERC Agreements.

4. Existing and New or Expanded Recycling, Reuse and Reduction Programs

MRC – May continue existing MSW recycling, reuse and reduction programs. Must provide prior notice of new and expanded MSW recycling, reuse or reduction programs to, and consult with, MRC; if program involves organic MSW, may continue existing programs “substantially” as now, but also must obtain Fiberight’s prior consent for new and expanded programs. May institute “pay as you throw” without prior approval of MRC so long as maintain MSW commitment.

PERC -recognizes Municipality may engage in “increased recycling, repurposing and composting” in accordance with State’s solid waste hierarchy; supports and agrees with Municipality’s efforts to reduce MSW processed at Facility by recycling and composting; and efforts do not violate Agreement or result in penalty.

Comparison of MRC and PERC Agreements.

5. Unacceptable Waste.

MRC – Section 3.5. Joining Member shall not deliver Unacceptable Waste to the Facility and to use reasonable efforts to offer local options for household hazardous waste disposal. Joining Member shall pay its full cost for and indemnify and hold harmless MRC and Fiberight for liability, claims or damage arising from its delivery of Unacceptable Waste to the Facility.

PERC – “The Municipality agrees to use its best efforts to avoid delivering any Unacceptable Waste to the PERC Facility and shall not knowingly mix any Unacceptable Waste with Acceptable Waste.”

Comparison of MRC and PERC Agreements.

6. Alternative Waste Disposal Arrangements

MRC - Acceptable Waste that cannot be accepted at Fiberight Facility: 1) between expiration of PERC Agreement and Fiberight Commercial Operation Date is "Bridge Capacity Waste"; and 2) after Commercial Operation Date, is "Bypass Waste." Both go to Backup Facility, Crossroads Landfill in Norridgewock, under 10-year agreement with Waste Management. (However, Landfill has capacity through 2025 and then needs permits to expand.) Tipping Fee for Bypass is same as Acceptable Waste; for Bridge Capacity, in accordance with agreement at MRC's direction. Joining Member pays Bridge Capacity Waste transportation costs; Fiberight pays Bypass transportation costs.

PERC - Bypass Waste goes to Juniper Ridge Landfill ("JRL") in Old Town; if temporary PERC shutdown for maintenance or repair, at regular MSW tipping fee; if for PERC permanent closure then at \$60/ton plus CPI. (However, if MSW goes to JRL because of PERC's permanent closure, not "bypass" and can only go to JRL if Casella seeks and DEP grants amendment of permit limit on MSW or Casella refuses other waste – amount of MSW Casella can accept at JRL is capped.)

PERKINS THOMPSON

Comparison of MRC and PERC Agreements.

7. Conditions to Commencement of Operations -- What happens if insufficient commitment of waste or lack of financing? When?

MRC – Joinder Agreement silent on this; Site Lease sets Jan. 1, 2017 financial close/construction date, Master Waste Supply Agreement automatically terminates if Commercial Operation Date does not occur by Jan. 1, 2020

PERC –Agreement states that the parties agree and acknowledge PERC requires commitments from other municipalities and private businesses to operate, and Agreement (may?) terminate if PERC does not receive commitments by February 18, 2017 to deliver 180,000 TPY in the aggregate of Acceptable Solid Waste..

Comparison of MRC and PERC Agreements.

8. Oversight

MRC – MRC Agreement and MRC corporate documents revised to provide Fiberight oversight role and management of funds.

PERC – PERC Agreement and MRC corporate documents do not include a MRC oversight role in continued PERC operation; PERC to hold at least one meeting every 12 months with non-owner Municipalities to exchange information.

Comparison of MRC and PERC Agreements.

9. Indemnification.

MRC – Reciprocal indemnification for failure to perform fully its obligations under the Joinder Agreement.

PERC – Reciprocal indemnification for damages and liability caused by breach of the Agreement, negligent or willful act or omission, or violation of applicable laws, regulations, permits or licenses.

Comparison of MRC and PERC Agreements.

10. Termination

MRC – Agreement terminates upon termination of Master Waste Supply Agreement, but could terminate sooner if termination by either party for uncured event of default or if MRC terminates.

PERC – Agreement terminates at end of term unless renewed or if: the parties' mutual agreement; a party's uncured material breach; deemed termination (penalty); either party wishes to if PERC receives insufficient waste commitment; bankruptcy or insolvency; or by Municipality on 90 days' notice (penalty).

Comparison of MRC and PERC Agreements.

11. Sharing of Profits/Rebates

MRC – Fiberight pays rebate to MRC for revenues that exceed baseline revenue, and these rebate amounts are paid quarterly to (or used to offset amounts owed by) Joining Members.

PERC – None under PERC Agreement; Limited partnership interest continues under amended Limited Partnership Agreement unless a Municipality transfers its interest under that Agreement.

Comparison of MRC and PERC Agreements.

12. For Charter Municipalities, fate of current PERC Funds (1) if leave MRC; (2) If remain in MRC; PERC Limited Partnership Interests.

MRC – Now, Reserve Accounts with \$26.6 million and Operating Accounts with less than \$1 million to be allocated by MRC:

- Site Capital Costs (\$5 million);
- Departing Municipalities (Equity Charter Municipalities);
- Building Reserve (\$7 million);
- Delivery Sufficiency Reserve Fund (\$3 million)
- Reserve Fund (PERC Partnership costs, \$1.167 million);
- Bridge Waste Transportation Fund (\$1 million);
- Target Value Reserve Fund (remaining amounts to reduce Tipping Fees for 36 months).

(PERC information next page ...)

MEMORANDUM

To: Members of the Town Council
From: Roger Raymond, Town Manager
Re: April 21, 2016 Town Council Meeting Agenda
Date: 4-15-2016

Consider bids for snow plowing contract for 2016-17 to 2020-21- The bids for snowplowing and sanding town roads are due April 19, 2016. As soon as the bids are received, I will have our Town Clerk forward the results to you. I am not sure how many bids will be received. Hopefully, the bid results will make it easy for the Town Council to award the five year contract at the April 21st town council meeting. The bid request is for 51 miles of road to be plowed by the contractor and the Town will continue to plow 16 miles including several parking lots.

Consider approving funds for development of a brochure- The Town Council is being asked to consider appropriating from the Economic Development Reserve \$1,250 in Tax Incremental Financing Revenues to develop the Town of Hermon Economic Development Brochure. The members of the Economic Development Committee have recommended the contract to prepare the brochure be awarded to Bell's Image of 890 Coldbrook Road in the amount of \$1,250. At a later date the Council will be asked to appropriate funds to print the brochure.

Consider approving expenditure from the Defense Reserve- I will be requesting the Town Council consider appropriating from the Defense Reserve Account \$8,181.30 to cover the cost of the Town's share of the legal fees to review and address a number of issues pertaining to the MRC and PERC contracts for Post 2018. The issues include unacceptable waste, guaranteed tonnage, appropriate use of the reserves, fundamental issues addressed by the proposed MRC bylaws, appropriate use of reserve funds, bypass, preparing comparisons and meeting with the Town Council. These are non typical legal cost the town does not experience on a yearly basis. The purpose of the Defense Reserve is to cover unexpected legal fees in order to maintain a level appropriation for routine legal services needed during the course of a year.

Consider approving incentive agreement with Ryder- It has been many years the Town has been trying to forge an agreement with Ryder to keep them in Hermon. Over the past four years I have been working with Ryder and the Town Council to reach such an agreement. Several days ago I have received a signed agreement from Ryder. The terms of the agreement provide several incentives. The first is an annual incentive payment based on the amount of excise tax the town receives from Ryder. They must pay a minimum of \$500,000 in excise tax in order to receive an amount equal to 10% of the amount received from excise tax to help defer the cost of their current business space and improvements. If the company relocates to a new facility in another part of the community, the Council will create a new TIF district to include the property where the improvements are made and return a portion of the annual taxes back to the Company via a Credit Enhancement Agreement. Secondly, if utilities need to be extended to the new location, the Town is offering from TIF Revenues up to \$100,000 to help defer the cost of installing and/or extending needed public utilities. The Town Council will be asked to approve

the agreement, authorize the Town Manager to amend the Development Plan for the current TIF District to include the incentives and to submit the new Plan to Department of Economic and Community Development for approval. Since the citizens must approve the expenditure of TIF Revenues, I believe we can manage to wait until the Annual Town Meeting to obtain that approval. I have attached a copy of the agreement for your review.

Schedule a workshop to discuss an ordinance titled Public Safety Wrecker Towing Rotation and Services- I have prepared a draft of an ordinance which establishes the rotation for emergency wrecker towing services in the Town of Hermon and what these services will include. I am requesting the Town Council set a workshop to review the proposed ordinance. I recommend we set the workshop for the May 5th town council meeting. I have included a copy of the proposed ordinance for your review.

Consider approving change order for Fuller Road and Klatte Road Project- The project has been started and Change Order 1 is to pay for the removal of several trees along the right of ways of both roads. The change order is in the amount of \$ 9,620. There are adequate project funds to cover the cost of the change order. I have attached a copy of the breakdown for your review.

Consider adopting Highway Improvement Plan- Members of the Town Council set a goal that a Highway Plan is to be prepared covering a five year period from 2016 to 2021. I have attached a copy of the plan that identifies all road and street projects that should be included in the five year capital improvement plan. I reviewed all of the projects with the Road and Street Committee. They added several projects to the list. I have included a copy of the plan for your review and approval.

Consider adopting Sewer Maintenance Plan- The Town Council requested for the 2015-2016 fiscal year that a Sewer Maintenance Plan be prepared identifying the maintenance needs for the town's sanitary sewer collection system. The plan identifies all maintenance needs for the proper upkeep of the system. I have attached a copy of the plan for your review and approval.

Consider adopting tipping fee schedule for the Hermon Transfer Station for the 2016 season-The Town Council is being asked to set the tipping fee for the Hermon Transfer Station. I have included a copy of the fee schedule for your review and approval.

Consider authoring Town Manager to sign Quit-Claim deed conveying a portion of a turnaround at Black Forest Drive and at Oak Ridge Drive and a maintenance agreement- Members of the Town Council will be asked to authorize the Town Manager to grant to Rollan T. Walker and Rhonda L. Walker a 40' X 60' strip of land which was deeded to the Town as a temporary turnaround when Oak Ridge Subdivision was constructed. Now that cul-de-sac has been constructed at the end of Oak Ridge, the 40' X 60' turnaround is no longer needed by the Town. The Town Council will also be asked to authorize the Town Manager to sign a Quit Claim deed conveying to Jonathan Knowles and Kristina Knowles a 60' X 60' strip of land strip which was deeded to the Town as a temporary turnaround when Black Forest Drive was constructed. Now that cul-de-sac has been constructed at the end of Streamside Avenue, the 60' X 60' turnaround is no longer needed by the Town.

The Council will also be asked to authorize the Town Manager to issue a maintenance agreement to Nicole and Darrell Cyr to provide access to maintain their well located behind their home via the 60' X 60' strip of land to be conveyed to the Knowles.

Consider approving Cemetery Maintenance Plan- Again, this was a goal established by the Town Council for the 2015-2106 fiscal year. I have attached a copy of a Maintenance Plan identifying the maintenance needs for each publicly owned cemetery in Hermon. The needs should be included in the five year capital improvement plan and funded appropriately. I have included a copy of the plan for your review and approval.

Review and discuss the Town Manager Job Description- I have attached the job description for the Town Manager as outlined by the Town Charter. I have also noted in bold lettering those duties that have been added by the Council which you are permitted to do pursuant to the Charter. I do have one issue that should be corrected. The Charter requires that the position be indefinite which means the manager can only be removed for cause and cannot be terminated by contract. I believe the Charter should be amended to allow for the Council to offer the position on a contracted basis if that is what the Council chooses to do. The purpose of the review is for the Council to determine what the duties of the Town Manger will include beyond what is required by Charter. Currently the additional duties are Road Commissioner, Treasurer and General Assistant Director.

Review and discuss Post PERC options- I will be reviewing with the Town Council the different options available to the Town for Post PERC 2018. I have included copies of worksheets I have prepared for each option the estimated cost over the next 15 years. I have also noted as part of the presentation the issues of concern pertaining to each option.

Consider agreement with Bangor Humane Society- The Town Council is being asked to renew its agreement with the Bangor Humane Society as the Town's designated location for housing stray cats and dogs pickup up by the Hermon Community Policing Division. The cost per capita has remained the same as the last two years.

**REQUEST FOR BIDS
Winter Snow Removal Services
Town Roads and Streets**

1
4-21-16

The Town of Hermon is accepting bids from qualified contractors to plow 50.67 miles of road and streets in The Town of Hermon for five years beginning with the 2016-2017 snowseason. Bids must be submitted no later than 11:00 a.m. E.S.T, Tuesday , April 19, 2016 in accordance to the bid and project specifications to: Town Manager PO Box 6300, Hermon, Maine 04401. Copies of the Request for Bids, bid 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.

The Town of Hermon is an Equal Opportunity Employer

Snow Removal Bid Request Bid Instructions

All bids must be submitted on the Bid Form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Snow Removal Bid".

All bids must be submitted no later than 11:00 a.m. E.S.T., Tuesday, April 19, 2016 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road. No bid will be received by fax or email.

Questions regarding the Request for Bids may be addressed to: Roger Raymond, Town Manager at 848-1015, or email address at raymondrr@hermon.net.

The Bid Form will have attached written proof that a performance bond can be obtained as required by Section 12 of the Contract Specifications.

The Town reserves the right to accept or reject any or all bids or to waive any bid formality if it is determined by the Town Council to be in the best interest of the Town.

Contract Specification Snow Removal and Sanding Services

1. **The Work:** Contactor agrees to remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this contract in compliance with all the terms, conditions, and representations of the same on the sections of roads and streets listed in Addendum "A." (hereinafter "the Work"). Additional miles added due to new road acceptance or route adjustments by the Town of Hermon will be accepted by the Contractor. Additional miles will be calculated using the average per mile rate of the contract. The rate will be attached as Addendum "B."
2. **Term of Contract:** The initial term of the contract is for five (5) years, from October 15 to May 15 of each year (hereinafter "Winter Season"), beginning on October 15, 2016 and ending May 15, 2021. The parties may mutually agree to extend this contract by seeking Council approval for additional years on an annual basis under all of the terms of this contract. The Contractor must notify the Town of Hermon in writing by March 1st, if the Contractor would prefer to extend the contract after the initial five years.
3. **Bonds and Insurance:** The Contractor shall provide bonds and insurance certificates conforming to this Contract by July 1 of each contract year. Each Winter Season's initial payment will be contingent upon the Town of Hermon having this information on file.
4. **Payment:** The Town of Hermon agrees to pay the Contractor the "Base Lump Sum" of each season, for all work conforming to the terms of this contract. Each Winter Season's total payment shall be made in seven installments as specified below:

10% of the total price on October 15
10% of the total price on November 15
20 % of the total price on December 15
20% of the total price on January 15
20% of the total price on February 15
10% of the total price on March 15
10% of the total price on April 15

5. **Town of Hermon Representative:** The Town of Hermon's representative shall be the Town Manager, over the contract area. The Hermon Town Manager may be contacted at the following address:

Town of Hermon
333 Billings Road
Hermon, Maine 04401

6. **Work Standards:**

- a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch unless called out earlier by the Road Commissioner or a designee for adverse road conditions. Operations and methods for snow removal and treatment of roadways shall be at the discretion of the Road Commissioner or his/her agent. The Contractor may choose to respond prior to notification from the Road Commissioner or designee if so chosen. Contractor will carry out the instructions of the Road Commissioner or his/her agent until the roadways are cleared of snow, ice or any adverse condition identified by the Town of Hermon. During severe storms or drifting, plows will be operated so as to maintain two-way traffic.

Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the roadways. Contractor's equipment must be located within a 10-mile radius of the project. Contractor and Contractor personnel must have cell phones or radio equipped vehicles so that messages of urgency can reach the plowing or sanding vehicles. The trucks will also be equipped with a tracking system capable of determining the location of the trucks and speed during a storm and the data will be provided to the Town upon request. The Town will provide the tracking equipment and installation at no cost to the Contractor for each of the five trucks.

- b) The Hermon Deputies or Sherriff may initiate requests directly through dispatch for snow removal, deicing or drift control when required.
 - c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and appropriate care is taken to minimize the potential of damage to personal property adjacent to the highways such as mailboxes and street and traffic signs.
 - d) The Contractor shall be responsible for all OSHA requirements related to this contract and its operations and to follow all applicable employment laws.
 - e) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4 a.m. through 8 a.m. and during the evening commuter hours from 4 p.m. through 7:00 p.m.
 - f) The Contractor shall work such that the highways following the end of the storm precipitation shall be cleaned of all snow and slush and properly salted and sanded. The Contractor will also assure that all snow banks, drifts and sight distance issues are pushed back sufficiently or removed to cure problem areas such as intersections and narrow roadways. Moreover, in years of higher snowfall where it is commonplace for banks to become high and crowd the shoulders and intersection of the road, the contractor is required to push back all banks or remove snow from the roadsides to improve visibility.
 - g) The Contractor shall make available during the snow season a telephone contact number and answering system that can be used by the Police Department, Penobscot Dispatch Service and Road Commissioner or designee to contact the Contractor or designee to commence plowing and/or sanding/salting town roads. The Contractor or designee shall be available to promptly respond to all calls for service 24 hours a day 7 days a week during the snow season.
7. **Equipment Requirements:** The Contractor must furnish a list of the equipment listed in its "Bid for Snow Removal & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner to the Town Manager. At the start of each season and as required throughout, the Town of Hermon shall have the full authority to accept or reject any and all equipment that is used to perform the Work. **Each Contractor vehicle must pass an MDOT inspection and be fully registered and insured before use on the Town of Hermon roadways.** The Contractor will provide a list of routes and identify which vehicle will generally service each specific area. The Contractor must notify the Town of Hermon if any equipment changes are made. All Contractor vehicles and equipment will be clearly marked and identifiable with 6" numbers in height and using retro-reflective material in a conspicuous location. The Town of Hermon reserves the right to inspect and verify all equipment, its condition and capacity.
- a.) The Contractor is required to supply five (5) trucks with headgear, plows and wings. Each truck must possess the ability to spread salt and sand. The trucks shall be a minimum of 33,000 GVW with a minimum front axle weight of 11,000 lbs.
 - b.) A two yard bucket loader (or greater) shall be supplied and maintained by the Contractor at the Hermon Public Works yard for the contract period to load all trucks including Town of Hermon and Hermon School Department road and parking lot maintenance vehicles.

- c.) One 4WD ton truck with a plow is required by the Contractor to manage cleanup areas such as turn-a-rounds and intersections.
- d.) In the event that any/or the entire Contractor's equipment become inoperable or unavailable, the Contractor shall obtain additional replacement equipment, and any necessary operators, at the Contractor's expense. If the Contractor fails to do so, the Town may at its option, hire equipment and operators, as it deems necessary; the cost of which shall be withheld from payment to the Contractor. All breakdowns that will result in equipment not being available to respond to a storm shall be reported to the Road Commissioner within 24 hours or by the next business day.

8. Sand & Salt Requirements:

- a) The Town of Hermon agrees to provide sufficient sand and salt for operations required by this agreement. The Town of Hermon may use straight salt application methods at the Public Work Director's discretion.
 - b) The Town of Hermon agrees to stockpile sand/salt at Hermon Public Works, Fuller Road, Hermon, Maine.
 - c) Town of Hermon will determine acceptable gradation of winter sand and specifications concerning the salt purchased annually by the Town.
 - d) The Town of Hermon will mix between 90-110 pounds of salt with each cubic yard of sand before the sand is stockpiled.
 - e) Trucks must be equipped with either live body, tailgate or hopper sanders, which are capable of manual calibration of the amount of sand and/or salt spread per mile to ensure consistent application and to avoid the use of excessive quantities. The Contractor agrees to comply with the directions of the Road Commissioner or his/her agent concerning the application of pure salt. In most cases, the use of pure salt in an anti-icing strategy will be in accordance with the application rates specified in Addendum C, attached hereto.
 - f) Contractor agrees to pay particular attention to the sanding of railroad crossings, hills, curves and intersections, and to apply extra sand and salt to such locations if directed.
 - g) The Contractor agrees to indemnify the Town of Hermon for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.
 - h) The Contractor shall at the end of each storm event report the total material quantities used in performing the Work to the Road Commissioner, or the designated representative.
- 9. Subcontracting:** The Contractor may not subcontract or otherwise transfer any interest in this contract without prior written approval of the Town of Hermon.
- 10. Property Damage:** Contractor agrees to reimburse through deductions in the payment schedule to the Town of Hermon for the replacement of guardrails, guardrail posts, signs, sign posts, guard posts, sand and salt shed building damage, fuel depot damaged by the Contractor's negligence as determined by the Road Commissioner or his/her agent. The Contractor will not be held liable for the damage to mailboxes located within the right of way. The Contractor will inform drivers that they need to take precautions to minimize damage to mailboxes whenever it can be avoided.
- 11. Insurance:** The Contractor must provide signed, valid and enforceable certificate(s) of insurance complying with this section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, and Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the contract obligations and provide the Town with certificates of such insurance by October 1 annually.

- a) Workers' Compensation Insurance. The Contractor must carry Workers' Compensation Insurance or qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.
- b) Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with this contract in an amount not less than \$1,000,000.00 per occurrence.
- c) Commercial General Liability. With respect to all operations performed the Contractor shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town of Hermon, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

12. Performance and Payment Bonds: Performance and payment bonds are required in the amount of 100% of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Treasure – Town of Hermon". By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the contract documents, including those related to the Town of Hermon's self-help remedies provided in this contract. The performance and payment bond may be renewed on an annual basis but a copy of the renewal for each contract year will be provided no later than July 1, of each contract year.

13. Indemnification: The Contractor hereby indemnifies, defends and holds harmless the Town of Hermon and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to; all dispute resolution costs including court costs, attorney's fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

Termination: Notwithstanding any other provision of this contract, the Contractor and/or the Surety shall be in default and the Town of Hermon, in its sole discretion may terminate this Contract, if the contractor and/or the Surety: (i) fails to begin the work as required by the contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meets the terms of the Contract; (iii) discontinues the prosecution of the work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; (v) subcontracts any of the work without the approval of the Town of Hermon; (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town of Hermon; of (vii) fails to perform the Work in substantial conformity with any material provision of the contract as determined by the Town of Hermon; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town of Hermon.

The Town of Hermon may remedy such noncompliance with contracted or town forces and terminate the contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Town of Hermon, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

- a) The Town of Hermon may terminate this contract for convenience for any reason that is in the best interest of the Town of Hermon. Such reason may include non-appropriation of funds by the Town Council. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town of Hermon will notify the Contractor of such terminations by sending a *Notice of Termination for Convenience*.

In such case of a termination of convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

14. General Provisions:

- a) Incorporation by Reference. The advertised "Notice to Contractors", the "Bidding & Contracting Requirements for Contracts for Snow Plowing & Ice Control", all addenda signed by the Town of Hermon, and the Contractor's "Bid for Snow Plowing & Ice Removal Contract" are hereby incorporated herein by reference and made a part of this Contract.
- b) Definition. The work "compact" is defined by 23 M.R.S.A. § 1001.
- c) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.
- d) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town of Hermon in excess of such appropriations unless approved by the Town Council.

15. Prohibitions:

- a) This contract may not be assigned by the contractor.

16. Default and Remedies: In the event that the Contractor defaults under the terms of this contract and remains out of compliance after written notice from the Town of Hermon, the Town of Hermon may terminate the contract and/ or retain substitute services, the cost of which will be chargeable to the Contractor including any legal fees with respect to enforcing this contract.

17. Mediation: Except as provided below, any dispute or claim arising out of or relating to this contract shall be submitted to mediation. Both parties are required to mediate in good faith and pay their respective mediation fees and their own fees and costs associated with mediation. If a party does not agree to first go to mediation then that party will be liable for the other party's legal fees and other professional fees and cost, if any in subsequent litigation regarding the same matter, if the party who refuses to go to medication loses in that subsequent litigation.

18. Signature:

By signing below, the undersigned represent that they are duly authorized to sign this Contract and hereby agree for said parties to all the terms of this Contract as of the date last signed below.

Town of Hermon

Date: _____

Witness

By: (Roger Raymond, Town Manager)

Town Manager, Hermon, Maine

Date: _____

Witness

Contractor

By:

(Name and Title Printed)

Address

**BID FORM
SNOW REMOVAL, SANDING AND DE-ICING 2016-2021**

The undersigned hereby agrees to plow and sand Hermon Roads as required by the Specifications titled Snow Removal and Deicing for a period of five years commencing October 2016 for the following amounts:

Snow Season	Estimated Miles	Amount Per Mile	Amount	Total Contract Amount
2016-2017	50.67	\$ _____	\$ _____	\$ _____
2017-2018	50.67	\$ _____	\$ _____	\$ _____
2018-2019	50.67	\$ _____	\$ _____	\$ _____
2019-2020	50.67	\$ _____	\$ _____	\$ _____
2020-2021	50.67	\$ _____	\$ _____	\$ _____
Grand Total				\$ _____

List equipment to be used:

Company _____

Signed By _____

Title _____

Address _____

Phone _____

Confirm that Addendum 1 has been received by circling Yes.

LIST OF CONTRACTORS TO RECEIVE THE REQUEST FOR BIDS

LIST OF CONTRACTORS

Alan Dorr Construction
398 Clark Road
Hermon, ME 04401-

Gardner Construction Enterprises
PO Box 6209
Hermon, Me 04402

Hermon Sand & Gravel
Maury Thayer
PO Box 6003
Hermon, ME 04402

TGP Enterprise
PO Box 303
Carmel, ME 04419

Hughes Brothers
719 Main Road North
Hampden, ME 04462

Sitewerx, Inc
10 Iron Road
Hermon, Me 04401

Advance Development Co.
419 Wing Road
Hermon, ME 04401

Vaughn Thibodeau
1 Ammo Park
Bangor, Maine 04401

Hopkins Construction

D & D Construction
Don Pelletier

**TOWN OF HERMON
SNOW REMOVAL REQUEST 2016 to 2021**

Addendum 1

The purpose of this Addendum 1 is to notify all potential bidders that the Specifications are being amended to include the following changes:

1. A fuel Surcharge will be allowed after the cost of diesel or gasoline exceeds the cost of \$3.50 per gallon.
2. The Contractor may use the fuel tank and pump at the Hermon Town Garage to pump diesel fuel in the equipment being used solely to plow and sand Hermon Roads that are covered by the contract. The Contractor will be required to reimburse the Town at the town's rate per gallon which amount will be subtracted from the scheduled payment each month. The Town's pump is keyed so that usage is monitored.

4-21-16
2.



March 28, 2016

Memo: Re: Economic Development Committee Recommendation

Roger,

On March 1st, 2016 the Economic Development Committee considered the bid packets and options for hiring a company to develop Hermon's Economic Development brochure. It had been tabled previously while we collected more information concerning the bid packet work examples and while we checked references.

It was decided that the committee would recommend *Bell's Image and Design* of 890 Coldbrook Road for the total of \$1,250. It was felt that for the \$50 difference in price that *Bell's Image and Design* would give us access to a local Hermon vendor who could easily do the project based on past experiences with Bangor Chamber of Commerce, the University of Maine and Bangor Daily News projects. The three bid packets are included with this memo for review.

Thanks,

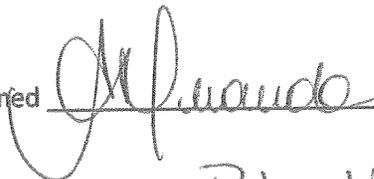
A handwritten signature in cursive script that reads "Scott Perkins".

Scott Perkins
Economic and Community Development

TOWN OF HERMON
Publication Design Services
BID FORM

I Cíntia Miranda doing business as Pulse Marketing Agency agree to complete all work associated with the request for Publication Design Services as outlined by the instructions and to the satisfaction of the Town of Hermon for the lump sum price of _____.

My hourly rate for work on change orders is \$ 95.00 per hour.

Signed  Date: 1/22/16

Name of Company Pulse Marketing Agency

Contact Person Cíntia Miranda

Address: 175 Exchange St. Suite 240 Bangor, ME 04401

Phone Number (201) 947-9333



January 25, 2016

Roger Raymond, Town Manager
Town of Hermon
P.O. Box 3600
Hermon, Maine
04401

Dear Mr. Raymond,

On behalf of Pulse Marketing Agency, I would like to thank you for the opportunity to offer this proposal of services for the Town of Hermon. I look forward to a long-lasting and mutually rewarding relationship.

If you decide to award Pulse Marketing Agency with this contract, your goals and expectations will be met on time and on budget – that is my pledge to you. The following pages contain a detailed outline of your project, including investment costs. Please contact me at cmiranda@pulsemarketingagency.com or at (207) 947-9333 if you have any questions. I look forward to hearing from you soon.

Kind regards,

A handwritten signature in black ink, appearing to be "CM" or similar initials, written in a cursive style.

Cíntia Miranda
President

received 1-28-16

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Pulse Marketing Agency Service Proposal

Note that throughout this proposal, the Town of Hermon will be referred to both by name and as The Client. Pulse Marketing Agency will be referred to both as Pulse and The Agency.

I. Qualifications and Experience

Pulse Marketing LLC is a minority-owned, woman-owned, small business located in Bangor, ME. The Agency currently employs seven marketing professionals who hold degrees in their areas of practice, and two college student interns for the spring semester of 2016 – one from Husson University and the other from the University of Maine. The Agency uses the latest marketing technology and software available and has ample knowledge and experience with graphic design, strategic marketing guidance, online marketing, web design, video and radio production, and public relations.

Our mission is to help our clients succeed under our professional guidance. We develop uniquely crafted marketing programs to achieve the best outcomes, taking into consideration any challenges and constraints that need to be conquered along the way to secure the success of our campaigns. We provide strategic guidance and clarity to our clients and work closely with them from the planning stage through tactical execution, reporting, and success analysis. We are meticulous and careful, but also a little daring – when it's appropriate to be.

We take pride in providing outstanding customer service to all clients and vendors. Every staff member at Pulse has held one or more positions in the past where they have interacted directly with the public. We wish to be known by our remarkable customer service, coupled with our marketing expertise. Our staff is cross-trained in all facets of services we offer and has a 'can do' attitude towards all projects and the challenges we are presented with.

We listen. There are no egos or big agency politics at Pulse – just us, highly qualified marketing professionals, working hard to be a part of your success story. We understand that each client is unique and each campaign has its own sets of goals and challenges. We also know that our clients have expertise in their industry that is invaluable to us, and we make sure to build and promote a successful business relationship where our clients feel that their needs and goals are being met at all times.

We are also great communicators. We constantly reach out to our clients throughout the progress of the campaign and promote an open and honest channel of communication at all times. We take full ownership of our work and actions and appreciate constructive feedback, as it helps us solidify our relationship with our clients and produce better work.

In the past six years, Pulse has carved an impressive footprint in Maine and we take pride in knowing our small business promotes economic growth and development for this great state. In 2015, Pulse was among the seven recipients of Eastern Maine Development Corporation's (EMDC) Champion Award. We are confident that Pulse is the right fit for the Town of Hermon because we understand the scope of the project well and have the qualifications to deliver strategic insights and high-quality marketing services at a reasonable cost. The proximity our office also offers easy access for in-person meetings whenever they are needed.

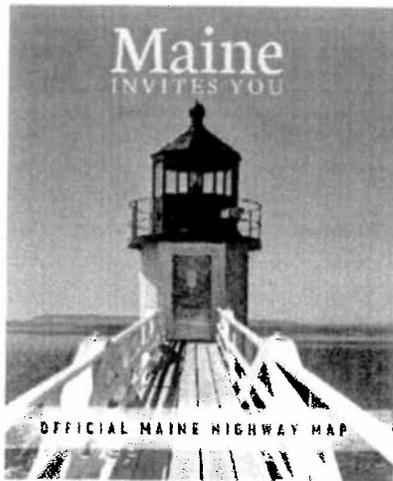
II. Work Samples

Maine Tourism Association

History: Pulse was recently hired to design and produce three of the Maine Tourism Association's largest and most widely distributed publications for 2016: *Maine Invites You*, *Maine Highway Map*, and *Maine Guide to Inns and Bed & Breakfasts and Camps & Cottages*. These publications are distributed all over the world and are used at national trade shows to highlight Maine and market it as a great place to visit in any season. Pulse is providing advertisement and listing placement, proofing, and print-ready files for all publications.

The *Maine Invites You* 2016 travel planner includes a custom design style to increase usability and readability for a wide range of demographics. This new edition also features new typography, design elements, and updates to all layout grids. Pulse also provided content writing for 20 new articles using the Maine Office of Tourism's brand voice of originality. These articles cover a variety of topics to generate interest in Maine and show its diverse culture and activities that cater to virtually any individual.

Result: The travel planner is now completed and is being distributed worldwide. Early feedback from the Maine Tourism Association and its members has been very positive.



Maine State
VISITOR INFORMATION CENTERS
www.maine-tourism.com

Portland
29 Union St., Ste. B
Phone: 207-651-6214

Townsend
150 Rt. 102, Townsend, ME
Phone: 207-659-8639

Southwest Harbor
97 N. Main Street, SW
Phone: 207-659-6276

Southwest Harbor
95 N. Main Street, SW
Phone: 207-659-6276

Bar Harbor

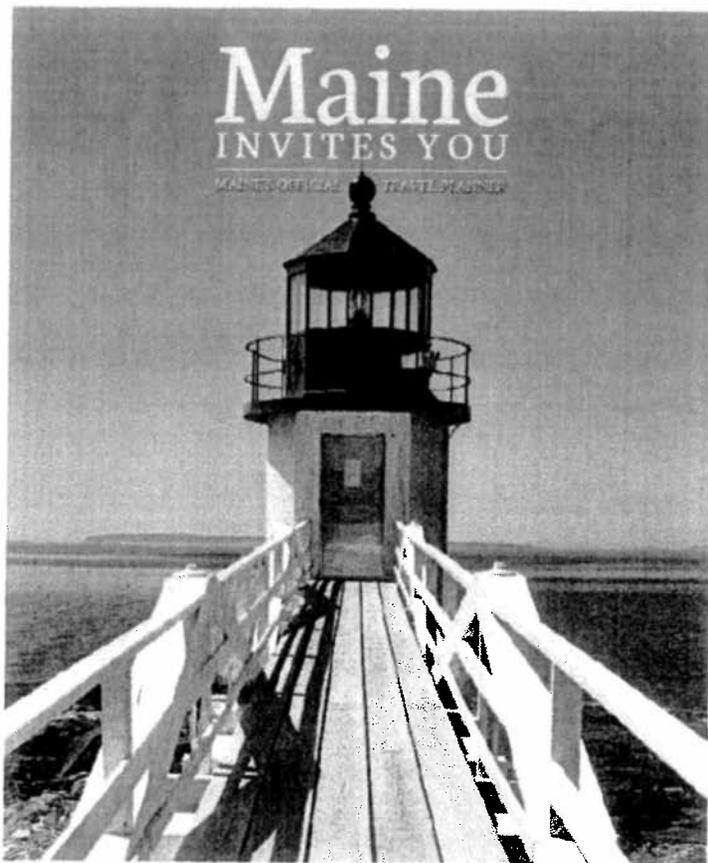
Bowdoin
111 Main St., Box 102
Phone: 207-338-4276

Wiscasset
94 N. Main St., Wiscasset, ME
Phone: 207-445-1274

Westport
31 N. Main St., Westport, ME
Phone: 207-683-6221

Wiscasset
95 N. Main St., Wiscasset, ME
Phone: 207-445-1274

VisitMaine.com



VisitMaine.com

WILDLIFE WATCHING

MAINE'S MOST-SILENT CREATURES

Maine's diverse environment is the natural habitat of a variety of animals, making wildlife watching a favorite pastime of both visitors and locals alike. From the majestic moose to the graceful bald eagle, these iconic creatures of the wild make our outdoor adventures here. With an array of tours and guides available to give you the opportunity for an up-close encounter, you're bound to return home with a wealth of memories to share with your family and friends.

Maine has the second highest concentration of population of moose in the U.S. (second only to Alaska). These tall, powerful animals are most likely to be found in the Maine Lakes and Mountains, the Green Mountains, the Maine Highlands, and the Central Valley regions. Embarking on a "moose safari," a guided tour in the White Mountain region is a sure way to see these magnificent animals in their natural habitat. You'll encounter your chance of spotting a bull, cow, or fallow deer. You'll especially want to keep your eyes peeled from mid-July through July, and in the fall during breeding season, when these majestic creatures appear in their most impressive of poses and stances.

One of North America's top birding destinations, Maine welcomes over 200 species of birds. In the north, Maine is home to juncos, robins, and sparrows. Moving south, the state is home to a wide variety of birds, including the scarlet tanager and the scarlet tanager. Maine's diverse environment is the natural habitat of a variety of animals, making wildlife watching a favorite pastime of both visitors and locals alike. From the majestic moose to the graceful bald eagle, these iconic creatures of the wild make our outdoor adventures here. With an array of tours and guides available to give you the opportunity for an up-close encounter, you're bound to return home with a wealth of memories to share with your family and friends.

For those who are looking for a more challenging experience, Maine offers a variety of birding tours. From the majestic moose to the graceful bald eagle, these iconic creatures of the wild make our outdoor adventures here. With an array of tours and guides available to give you the opportunity for an up-close encounter, you're bound to return home with a wealth of memories to share with your family and friends.

MAINE'S MOST-SILENT CREATURES

During all seasons, there are also a number of birding hotspots where you can enjoy watching these majestic creatures in their natural habitat. From the majestic moose to the graceful bald eagle, these iconic creatures of the wild make our outdoor adventures here. With an array of tours and guides available to give you the opportunity for an up-close encounter, you're bound to return home with a wealth of memories to share with your family and friends.

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Bar Harbor Chamber of Commerce

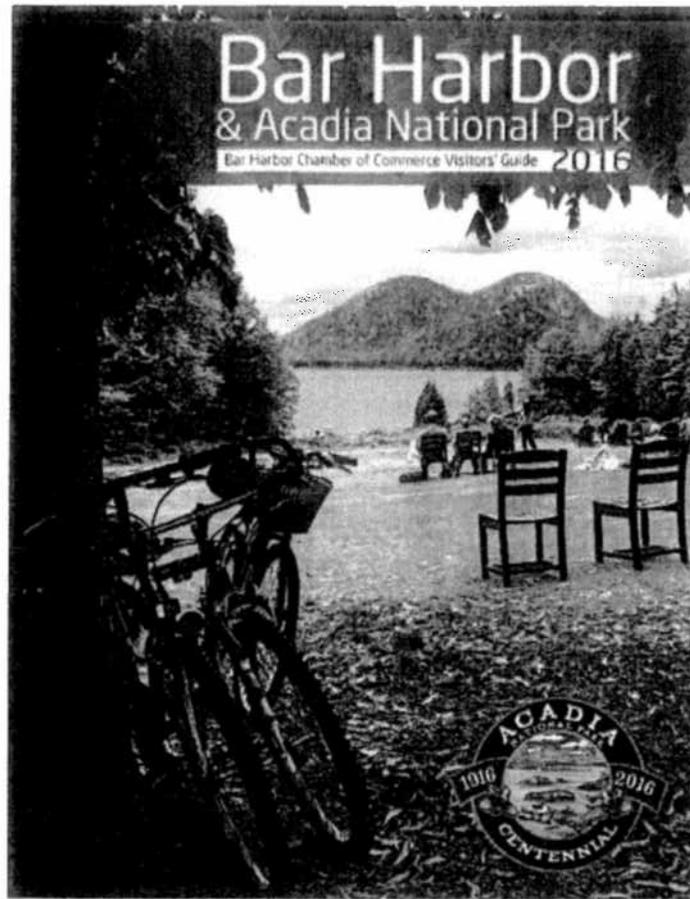
History: In September 2013, the Bar Harbor Chamber of Commerce awarded its guidebook contract to Pulse Marketing Agency. With a goal of attracting more visitors nationally and internationally, we set out to update the guidebook's design and layout.

Pulse produced a 108-page publication including an "outer" 70-plus-page cover section and an "inner" 30-plus-page cover section—each prepared as a separate, free-standing design document. Advertisements and listings within the guidebook, a significant revenue generator for the Chamber, were revised, replaced, and repositioned as necessary. Over 200,000 copies of the guidebook were printed and the Chamber ran out of supply before the demand was met. The Bar Harbor Chamber of Commerce since then has awarded Pulse with contracts to recreate their *Discover MDI* marketing catalog and the *Bar Harbor Relocation & Business Guide*.

Bar Harbor Chamber employees reported seeing people using the view books' maps and listings while traversing the town and surrounding areas, and noticed an increase in demand from international travel agencies. They have attributed the success of the new publications to Pulse's creative design layout, which made it easy for both domestic and international tourists to enjoy Bar Harbor and Acadia National Park, but most importantly it has helped local businesses attract more visitors and increase revenue.

We were able to prove our design abilities to such an extent that the Chamber requested us to modify and update the branding guidelines and styles for the 2016 view books. We conducted market research and gathered information about other publications of favorite destination areas within the United States to discover new trends and develop a design concept that would stay ahead of the curve, yet still appeal to Bar Harbor's established audience.

Result: The 2016 *Bar Harbor Chamber of Commerce Visitors' Guide* was very well received and we are proud to know that "America's Favorite Place" believes our concept for a modernized guidebook is the best one they've ever had. Pulse is currently working on the 2016 *Discover Guide*, highlighting Acadia National Park's 100th anniversary.



Get To Know

Bar Harbor

Bar Harbor Welcomes You

Immediately after crossing the Trenton Bridge from the mainland, Bar Harbor welcomes all who find their way here.

Discovering a quiet town, a picturesque coastline, rich history and culture, and a plethora of activities combined with the welcoming and warmth of our visitors, all these make the great Maine's coastline an extraordinary experience.

Whether you're planning a visit to enjoy your vacation home in the Islands, or you're just a happy pilot stop under history, we're here to help you. Enjoy our beautiful coastline, our rich history, and our friendly people.

Founded in 1820 and originally incorporated as the town of Eden, Bar Harbor has been known as a fishing town and a tourist destination. The town's rich history and beautiful people have drawn visitors and tourists from all over the world to our town.

It wasn't until the late 19th century that the town of Eden was renamed Bar Harbor. The name change was a result of the town's growing reputation as a summer resort and a destination for tourists.

Today, we welcome visitors of all ages and backgrounds to our town. We are proud to share our town's rich history and beautiful people with you.

Whether you're planning a visit to enjoy your vacation home in the Islands, or you're just a happy pilot stop under history, we're here to help you. Enjoy our beautiful coastline, our rich history, and our friendly people.

Whether you're planning a visit to enjoy your vacation home in the Islands, or you're just a happy pilot stop under history, we're here to help you. Enjoy our beautiful coastline, our rich history, and our friendly people.

Bangor Federal Credit Union

History: In February 2014, Bangor Federal Credit Union approached Pulse Marketing Agency with a campaign that had a very short deadline. Working closely with their marketing manager, Pulse hit the ground running.

Capitalizing on Bangor Federal's established strategy, we provided content writing and graphic design for several posters, banners, and postcards, and we created an announcement letter and statement inserts that Bangor Federal mailed to their members. Although the credit union had several ways they were reaching out to members and non-members to let the community know about their services, we noticed that by using only the more traditional channels, a large audience demographic was being missed. Pulse suggested taking advantage of social media and other avenues to target a younger audience. We also designed an attractive email marketing template for Bangor Federal's use for ongoing communications.

Pulse Marketing has conducted market research on behalf of the credit union to fully understand the strengths Bangor Federal has, and the potential barriers it faces. Our research gave us a solid basis for suggesting a "Full Circle Checking" campaign when Bangor Federal was looking to increase the number of checking accounts. We created a tagline, "Go from FEE to FREE," that highlighted all of the free services checking account holders enjoy, and we designed a campaign that included buck slips, a Facebook cover photo, postcards, posters, TV graphics, and a banner and landing page for Bangor Federal's website. Our graphics were also shared on social media, inviting people to their website to apply for a checking account. In the spring of 2015, Pulse created a goodwill campaign for Bangor Federal aiming at helping community members take control of their finances and prosper. This campaign included a three-minute video and a landing page for their website, as well as Google AdWords and Facebook advertising campaigns. In the fall of 2015, in order to reach more potential members in Hancock and Waldo counties, Pulse set up a remarketing campaign for Bangor Federal focusing on car and credit card loans.

Result: Pulse Marketing has worked on several campaigns with Bangor Federal, with the goals of increased exposure and awareness, increased membership, and community goodwill at the forefront of each project. We continue to strategize and create new campaigns for Bangor Federal that cater to their established members while attracting a younger demographic with all the benefits a credit union provides.



What if we offered you personalized debt and credit management education, and possibly lower your monthly payments?



Made for College Student

Get the opportunity to receive a \$1,000 scholarship and see how to help pay your education and manage your finances better, all from one account.

Schedule a free one-on-one debt and credit management session at a branch near you. We'll show you ways to better manage your debt, go over your finances with you, and see if we can lower your monthly payments.

As a way to maximize YOU, taking the first step towards personal financial strength, we'll deposit \$25.00 to one of your selected bank time periods.

Call us at 207-947-0374 to schedule an appointment. We're here to help!

Freedom To Live Better

Are your winter expenses as high as the snowbanks?

This winter is taking its toll on all of us. Whether you've hit a few too many potholes and need major auto repairs or your roof is leaking from the weight of the snow, we are here to help you make things better with our Lifestyle Loan or Lifestyle Line of Credit.

Whatever You Need, We Can Help!

Lifestyle Loan:
Borrow up to \$25,000 at a rate as low as 6.95% APY*

Lifestyle Line of Credit:
Get the security of extra cash at your disposal with a low rate at Prime + 3.5% APY*



Leaky Roof?



Damaged Vehicle?



Fix It Fund?



New Heat Pump?



Tropical Vacation?

Take advantage of our 100% online application. It's Fast, Easy, and Secure!

Apply and sign electronically without having to visit a branch. Upon approval, we'll deposit the funds in your Bangor Federal checking account.

Rather do business in person? Visit one of our branches or call our loan department at (207) 947-0374

*APY = Annual Percentage Yield. The advertised rate can vary based on creditworthiness. Your rate can be higher depending on credit performance. Financing up to \$25,000 available. Rates are subject to change.

III. Team Description

Cíntia Miranda, President/Agency Owner

Cíntia is a high-performance, motivated, and energetic professional with 18 years of marketing experience in the U.S. and abroad. As the lead marketer at Pulse Marketing Agency, Cíntia would serve as the primary contact for the Town of Hermon.

As the agency owner, Cíntia has built her reputation in central Maine as a knowledgeable, versatile, and respectful marketing professional who provides sound strategic advice to small, medium, and large organizations. She believes in a customer-centric business model and excels in providing her clients with impeccable customer service at all times.

Sarah Bailey, Operations Manager

As the operations manager at Pulse Marketing Agency, Sarah is responsible for overseeing a growing team of marketing professionals, and helps facilitate a supportive, collaborative work culture. One of her main responsibilities is ensuring Pulse runs as efficiently as possible, and that the services we provide meet and exceed our clients' expectations. Sarah's knack for details and her grammar skills contribute to Pulse Marketing Agency's strong quality control process. She also acts as Pulse's project manager, and would serve the Town of Hermon by providing client reports, monitoring deadlines, and delegating tasks and resources so our services are delivered on time.

Kelly Schneck, Web and Graphic Designer

Kelly holds a bachelor of fine arts degree in graphic and interactive design from the Tyler School of Art at Temple University. She is very well versed in many different areas of marketing and advertising, including web design, video production, and photography. Kelly would serve as lead designer for the Town of Hermon's marketing pieces.

Kelly has worked on a multitude of projects, including the 2016 *Bar Harbor Chamber of Commerce Visitors' Guide* and various websites for local small businesses. She is currently working on the branding of Mason's Brewing Company and is very passionate about keeping up with design trends to position clients as leaders in their fields.

Sarah Osborne, Web and Graphic Designer

Sarah holds a bachelor's degree in communications from the New England School of Communications at Husson University with a concentration in web media. Sarah's recent accomplishments include designing the brand for the 2015 *Bar Harbor Chamber of Commerce Visitors' Guide*. She also designed all of Bar Harbor Chamber of Commerce's publications in 2014 and 2015. Most recently, Sarah designed the *Maine Invites You* travel planner for the Maine Tourism Association with guidance from the Maine Office of Tourism. Sarah is also a very talented photographer and would provide photography services to the Town of Hermon. She would also support Kelly with graphic design and layout, if needed.

Lindsay Ouellette, Content Writer and Editor

Lindsay holds a bachelor's degree in English & communication and a master's degree in teaching/secondary education, both from the University of Maine. Lindsay is charged with content writing for various client blogs, articles, press releases, e-books, catalogs, brochures, and websites. As an editor, she offers constructive feedback to our clients. Lindsay wrote most of the articles found in the 2016 editions of *Maine Invites You* and the *Bar Harbor Chamber of Commerce Visitors' Guide*. Lindsay would assist in this project for the Town of Hermon by providing copy writing and editing for all marketing materials.

IV. Budget

A) Booklet

The Agency will design a 6-10 page plus cover booklet following the brand colors, fonts, and taglines provided by The Client. The goal of this booklet is to showcase the Town of Hermon's diverse economy, strong workforce, and quality of life of its residents. This booklet would include a pocket for additional loose pages, business cards, and other information to be added as The Client needs. Our booklet design package includes:

- 1) Content editing for all pages as requested by The Client. Copy will be provided by The Client.
- 2) Graphic Design, including up to three (3) rounds of revisions to the design concept. Additional rounds of revisions (beyond three) will incur an hourly fee of \$95.
- 3) Formatting and editing of high-resolution photographs provided by The Client, or up to three (3) stock images from Dreamstime.com, totaling 10 credits or less.
- 4) The creation of a digital flipbook version for The Client to share online.

Estimated cost: \$1,425.00; 15 hours of work at \$95/hr. *Print cost not included.*

B) Tri-fold Brochure

The Agency will design a new brochure following the brand colors, fonts, and taglines provided by The Client. The brochure will mimic the look and feel of the booklet. Our brochure design package includes:

- Content editing for a standard 8.5 x 11" six-panel tri-fold brochure.
- Graphic Design, including up to three (3) rounds of revisions to the design concept. Additional rounds of revisions (beyond three) will incur an hourly fee of \$95.
- Formatting and editing of high-resolution photographs provided by The Client, or up to three (3) stock images from Dreamstime.com, totaling 10 credits or less.
- The creation of a digital version for The Client to share online.

Estimated cost: \$950.00; 10 hours of work at \$95/hr. *Print cost not included.*

C) Photography

The Agency will provide professional portrait photography services for individuals and/or groups as The Client requests. The Agency will provide The Client with the digital files of the photos. The Client will have rights to reproduce all digital files.

Estimated cost: \$760.00; 8 hours of work including travel, set-up and take down, photo session, and editing.

D) Meetings and Committee Presentation

The Agency will prepare and attend all necessary meetings and committee presentations. An hourly fee of \$95.00 for preparation, travel time, and attendance will be charged, as well as mileage costs.

Estimated cost: \$570.00; 6 hours of labor at \$95/hr., plus mileage reimbursement.

Total Estimated Budget:

Booklet	\$1,425.00
Brochure	\$950.00
Photography	\$760.00
Meetings & Presentations	\$570.00
Total:	\$3,705.00

V. Billing and Payment

The Agency requests a down payment of \$1,852.50 begin working on the project. The remaining balance of \$1,852.50 can be divided into 2 equal payments of \$926.25, due on the 30th of each consecutive month.

This payment plan shall in no way be construed as a retainer arrangement. Any services that The Client requests which are not explicitly outlined in this contract shall incur an additional fee. Furthermore, The Client acknowledges that the nature of this payment arrangement requires that payment be made by the specified due date each month. Failure to submit payments on time will automatically void The Client's payment plan, resulting in the full balance for all contracted services being due at that time.

Payment for the services outlined in this contract shall in no way be contingent on the delivery of additional services by The Agency. Past due invoices accrue a 1.5% monthly fee.

VI. Timeline

1. If granted a contract, The Agency will begin this project with a kick-off meeting at a mutually agreed location by 02/05/16 to gather information about the goals for the Town of Hermon's marketing pieces and catalog resources available to us. In attendance will be Cíntia Miranda, Agency President and project leader. Kelly Schneck, Graphic and Web Designer, will also attend this project kick-off meeting, as she'll be assigned to work on this project. This meeting is expected to take approximately two hours.

2. Following this kick-off meeting, The Agency will follow up with a first draft of the design by 03/01/16, when The Agency will present this draft to the Hermon DECD committee.
3. Upon review of the DECD committee, and a timely receipt of revisions, The Agency will make up to three rounds of revisions until the finished product is approved by 03/18/16.
4. All print ready files, templates, and digital files will be provided to The Client by 03/22/16.

VII. References

Maine Tourism Association
Contact: Christopher Fogg, CEO
cfogg@mainetourism.com
207-623-0363

Bar Harbor Chamber of Commerce
Contact: Alf Anderson, Director of Membership Sales & Marketing
director@barharborinfo.com
207-801-2566

Bangor Federal Credit Union
Contact: Michael Sturdee, Director of Marketing
msturdee@Bangorfederal.com
207-561-2144

TOWN OF HERMON
Publication Design Services
BID FORM

I Rebecca Kiritsy doing business as Bangor Daily News
agree to complete all work associated with the request for Publication Design Services as outlined
by the instructions and to the satisfaction of the Town of Hermon for the lump sum price of
\$1200.00.

My hourly rate for work on change orders is \$ \$60 per hour.

Signed Rebecca Kiritsy Date: 1/28/2016

Name of Company Bangor Daily News

Contact Person Rebecca Kiritsy

Address: 1 Merchants Plaza, Bangor, ME 04401

Phone Number 207-990-8284

received 1-28-16
2:30 PM

The Bangor Daily News has a long history of providing quality products to municipalities, organizations and local businesses to accurately and creatively inform their desired audience. We live and work in the communities that we serve, which gives us an advantage when it comes to helping the above mentioned entities create products.

Examples include:

- Bangor Chamber of Commerce Annual Report
Contact: Deb Neuman (207) 947-0307
- Brewer School Department newsletter
Contact: Andrea Jordan (207) 989-4140
- Small Business Administration Booklet
Contact: Marilyn Geroux (207) 622-8382
- Emergency Medical Services Statewide Special Section
Contact: Rick Petrie (207) 754-9109

Proposed Budget:

Design and Layout: 15-20 hours of design time

Copy Editing: 5 hours

Timeline: The Town would need to provide us with all materials to begin work by end of business on Wednesday, Feb. 3. We would then provide a draft for the Town's review by Friday, Feb. 19. We would need to have periodic phone and email access to town staff during this time to answer any questions and review design and layout as we go, so as not to get to the end of the project with unsatisfactory results. The documents would need to be returned to us with any requested changes by Friday, Feb. 26. This will allow us time to have a final draft ready for presentation to the DECD Committee on March 1.

Current Number of Employees: 165

TOWN OF HERMON
Publication Design Services
BID FORM

I Debra Bell doing business as Bell Imaging + Design LLC agree to complete all work associated with the request for Publication Design Services as outlined by the instructions and to the satisfaction of the Town of Hermon for the lump sum price of 1250.00.

My hourly rate for work on change orders is \$ 45.00 per hour.

Signed Debra L. Bell Date: 1-27-2016

Name of Company Bell Imaging + Design LLC

Contact Person Debra Bell

Address: 890 Coldbrook Rd., Hermon, ME 04401

Phone Number 207-356-2353

Town of Hermon proposal for graphic design services



Who is Bell Imaging & Design LLC?

Bell Imaging & Design LLC is owned by Debra Bell, an award-winning graphic designer and Hermon resident. Debra has experience working with large and small clients on a wide array of projects. Its clients enjoy a collaborative work relationship with a designer that is willing to think (and design) outside the box while maintaining a strong branded look consistent with the company's existing look.

Debra has a degree in print journalism from the University of Maine (class of 2001) and has working experience in a commercial print shop (University of Maine Printing and Mailing Services), an advertising department (Bangor Daily News) and in a Marketing department (UMaine Division of Marketing and Communication) in addition to 11 years in business as a photographer, writer and graphic designer.

Bell Imaging & Design LLC

Debra L. Bell, owner

890 Coldbrook Road
Hermon, Maine 04401

(207) 356-2353

debrabell@bellphotostudio.com

www.bellphotostudio.com

Facebook.com/bellimagingdesign

Twitter: @Bellimaging

Skype: debra.l.bell

What services does Bell Imaging & Design offer?

- Graphic design and project management services
Past projects have included (but not limited to): Banners, brochures, rack cards, signs, social media graphics, newsletters, invitation packages, magazines, advertisements, programs, business cards, holiday cards, albums, calendars interactive PDFs and documents
- Project brokering and print proofing
- Writing, editing and copy editing
- Photography services

Why choose Bell Imaging & Design?

- **Hermon-based business:** Bell Imaging & Design understands the town of Hermon and its business community. In addition, Debra Bell is a member of the Hermon Economic Development Committee and has an in-depth understanding of what the town is looking for and how to achieve a cohesive branded look. She also has experience producing a similar product: The Bangor Region Chamber of Commerce Membership Guide.
- **Experience:** Designer/owner Debra Bell has well-rounded experience in taking a project from conception to completion, often with award-winning results.
Debra's background in journalism coupled with seven years as a special sections writer/photographer/designer at the Bangor Daily News has given her insight into how to persuade and educate the end-user while helping the client tell their story evocatively.
- **Team player and resource:** From start to finish, Debra will work collaboratively with the town and its personnel. In addition, she's a resource after the files have been delivered to the printer and to the town. The best work comes when a job is the result of a partnership. That's the kind of relationship that Bell Imaging & Design develops with its clients.

Example 1: Bangor Region Chamber of Commerce Membership and Resource Guide

In 2012, the Bangor Region Chamber of Commerce decided to develop its first Membership and Regional Guide in conjunction with the Bangor Daily News. In collaboration with the Chamber's then Vice President Karen Cole, Debra researched, wrote and designed a comprehensive guide that was distributed among chamber members. That guide debuted in 2012 and is still created and updated today.

The Membership and Resource Guide required gathering information from the Chamber, the Bangor Visitor's Bureau, and other resources in the area with answers to economic development questions. The Chamber provided most information, including a comprehensive list of all Chamber members (complete with address, phone, email and web addresses). The BDN sold advertising that appeared in the booklet, but design, organization and pagination was completed by Debra Bell. This also included the creation of the final file provided to the printer and uploaded online.

Samples of the 2012 and 2013 BRCC guides are provided for your reference.

Received 1-28-16

Example 2: Interactive PDF booklets and manuals (Autism Institute and Teletherapy)

At the University of Maine, Debra has created several reference manuals and guides which contain interactive elements, including active links and emails. These projects began as text provided on page with supplied art (or taken by UMaine marketing professionals) and left to the designer to decide the best look and approach to creating an easy to follow and digest publication.

Requirements were made that hyperlinks would be active as well as email addresses throughout the MAIER Autism booklets and the Communication Sciences Teletherapy manual. In addition, the Teletherapy unit requested complimentary collateral materials (a square brochure and a rack card). The square brochure was an update to a previous design, but the rack card was a new addition to their promotional materials.

Examples of these guides include a three-part booklet series for the Maine Autism Institute as well as a teletherapy manual for the Communication Sciences and Disorders department at the University.

Links to these projects follow:

- **Maine Autism Institute for Education and Research (MAIER):**
umaine.edu/autisminstitute/resources
- **University of Maine Speech Therapy Telepractice and Technology Program Manual:**
digitalcommons.library.umaine.edu/fac_monographs/220

Example 3: Maine Business School Magazine, Winter 2016

Quarterly, Debra works with the head editor at the Maine Business School to layout the Maine Business School Magazine. This entails taking what has been written and provided as art and flowing it into a well-designed and attractive magazine. MBS Connects, the magazine, is about business and what the business school is doing.

As such, Debra has access to the knowledge-base of the Business School who have answered many questions about marketing businesses.

Occasionally, special art must be created to illustrate stories. Debra recently created a piece of art for the cover design of the most recent issue (Winter 2016).

An electronic version as well as a hard copy version of this magazine has been provided as a sample.

Additional samples:

Additional samples have been provided to show breadth and depth to Debra's creative portfolio. Hard copy samples as well as electronic versions are included in this package. Samples to take particular note of include:

- **Green Acres Rack cards:** Green Acres is a Bell Imaging & Design LLC client. They recently had their training and grooming rack cards completely redesigned into a cohesive package of cards. Digital versions of these cards are provided. In addition, hard copy samples of greeting cards and several other projects completed for Green Acres have been provided. Photography services were also provided in the creation of their promotional materials. Samples provided electronically.
- **Defeat Your Goliath rack card and business card:** A Hermon businesswoman, Kristen Hornbrook, owns Defeat Your Goliath, a business and life coaching service. Kristen approached Debra about a new and consistent look for her printed materials after having her website redesigned. In addition to a rack card which has a perforated bottom panel, a matching and complimentary business card was designed. Samples provided electronically.
- **Acadia Deep Sea Fishing brochure:** This client needed a new brochure created to compliment their new website design. The previous brochure was out-of-date and needed a fresh look. Sample provided electronically.
- **Bell's Furry Friends Photography branding package:** Bell Imaging & Design LLC has a division dedicated to pet photography named Bell's Furry Friends Photography. The samples provided in hard copy reference a fully-branded business from labels to business cards to rack cards as well as a special package that celebrated its debut gallery exhibition. Samples provided in hard copy format.



Bell Imaging & Design LLC

Debra L. Bell, owner

890 Coldbrook Road
Hermon, Maine 04401

(207) 356-2353

debrabell@bellphotostudio.com
bellphotostudio.com



Bell Imaging & Design LLC
Debra L. Bell, owner
890 Coldbrook Road
Hermon, Maine 04401
(207) 356-2353
debrabell@bellphotostudio.com
bellphotostudio.com

Project Team Description and Proposed Budget:

Team members:

Primary contact: Debra Bell, Bell Imaging & Design LLC

Debra will provide graphic design and writing/editing services as needed. Additional copy editing and writing services may be outsourced (if necessary) to David Fitzpatrick. David Fitzpatrick is a published writer, former special sections writer for the Bangor Daily News, teacher, editor and publisher.

Photography services: Kevin Bennett.

Kevin Bennett is a former staff photographer from the Bangor Daily News and is now a freelance photographer specializing in business photography and spot news. Kevin will provide photography services to photograph Hermon town staff as needed for this project. Town staff photography must be done in one session.

Budget: **\$1,250.00**

Graphic design, editing and writing: 20 hours at \$45 per hour \$900.00

Includes:

- Graphic design of main booklet as well as supplemental piece
- Copy editing of text provided by Town of Hermon
- Up to three sets of alterations
- Creation of interactive PDF(s)

Photography (headshots of up to 20 people, one day only) \$350.00

Added value

- Support for the Town of Hermon during printing as well as troubleshooting any technical issues that may arise. Designer will assist in brokering the job with the printer the Town of Hermon chooses. This includes looking at proofs, assisting in choosing paper, providing necessary files and technical support after the job is complete.

Proposed timeline:

- January 29: RFP accepted
- February 5: All materials for project provided to Bell Imaging & Design LLC; Photography must be scheduled within the following week if photographs are to be included in the project
- February 12: Additional photographs taken by contracted photographer provided to Bell Imaging & Design; text to be edited or reworked due by this day also
- February 16: Initial proof provided to contacts at Hermon Town Office
- February 19: Town of Hermon returns changes in writing
- February 23: Additional changes made to design
- February 26: Town of Hermon returns changes in writing
- March 1: Presentation to the Hermon Economic Development Committee

References:

- 1. Karen Cole, Collins Center for the Arts** (formerly of Bangor Chamber of Commerce)
581-1803 (office); 949-2342 (cell); karen.cole1@maine.edu
- 2. Donna Doherty, Maine Autism Institute for Education and Research**
5766 Shibles Hall, Rm. 326, Orono, ME 04469; 581-2468; donna.doherty@maine.edu
- 3. Don Hanson, Green Acres Kennel Shop**
1653 Union Street, Bangor, ME 04401; 945-6841; donh@greenacreskennel.com
- 4. Brian Swartz, former editor of the BDN's special sections department (retired)**
990-8137; visionsofmaine@tds.net

Deliverables include print-ready files of final brochure, an electronic copy of the brochure for digital sharing and the ability to publish the final product as an interactive digital booklet that can be edited by the Town of Hermon in the future using Adobe Creative Cloud Software. All native files and high resolution .PDF files to be provided to Town of Hermon.

- **Photography:** The Town of Hermon has access to a library of photography; however the firm will need to provide photography services in instances where photography does not already exist and for portrait photography on an individual and/or group basis for up to 20 people.
- **Layout & Copy Writing:** The layout should be creative, clear, and easy to follow. Hermon will provide copy, but expects the firm to contribute to copy editing for clarity as it fits into the design of the piece. Up to three total revisions may be requested by the Town of Hermon.
 - The Town will provide logos, access to pictures and municipal graphics, tag lines and fonts
 - Town will provide guidance and critique to the firm in a timely manner when requested

Submission

- **A Written Statement of Qualifications and Experience, and Related Work Samples:** Describe the background, expertise and experience of the firm, demonstrating ability to provide the requested services. Please include the current number of employees at the firm. Please describe at least three successfully completed marketing publication projects that relate to the project type and services described above. Please be sure to include any projects relating to economic development.
- **Project Team Description and Proposed Budget:** Define who will be the lead contact person and how many other team members may participate.
- **Timeline:** Please provide a detailed timeline of the project including the scope of services offered and breakdown of each task required to meet the March 23, 2016 project deadline. The expected start date of the project is January 29, 2016. The firm's participation will include at least one draft presentation to the Hermon DECD committee during the project on March 1, 2016. The project team's ability to meet this timeline is critical.
- **References:** Please provide contact information for three individuals and their organizations for which the project team's firms have performed successful similar projects. Town of Hermon may contact these references to inquire about overall performance, work style, individual staff capabilities and project administration.

Debra L. Bell

890 Coldbrook Road, Hermon, ME 04401
207-356-2353 | debbellcreative@gmail.com

EDUCATION

University of Maine, 2001

B.A. in Journalism

Long Ridge Writer's Group 2005

Breaking into Print graduate

New York Institute of Photography, 2008

Continuing photography education through seminars and workshops

HONORS AND AWARDS

Market Surveys of America, 2014, 2015

Bell's Furry Friends Photography named

"Best Pet Photographer in the Bangor Region"

Business Networking International,

Paul Bunyan Chapter

BNI Giver's Gain award, 2012

BNI Giver's Gain award, 2011

BNI Member of the Year, 2010

Bangor Daily News, 2006–2013

Produced and/or served as editor for a dozen special sections that won state/regional awards

Girl Scouts of America

Received silver award and gold awards

NETWORKS

Hermon Economic Development Council

Bangor Symphony Marketing Committee

Bangor Region Chamber of Commerce

Maine Professional Photographers Association

Professional Photographers of America

Bangor Schools Music Boosters

Literacty Volunteers of Bangor

Paul Bunyan chapter of BNI

(Business Networking International)

VOLUNTEER WORK

Photographer, Bangor Humane Society

Photographer, Champion the Cure Challenge

Photographer, Maine Greyhound Placement

APPLICABLE EXPERIENCE

University of Maine

Orono, ME

Auxiliary Services Graphic Designer

January 2014–present

Worked collaboratively with Auxiliary Services staff to develop a consistent branded look for the Auxiliary Services Department. Projects included advertisements, table toppers, posters, web banners and social marketing, presentations, banners and fliers as well as full campaigns. In addition to managing projects provided by Auxiliary Services, I conceptualized ideas and projects that have been beneficial to Auxiliary and their target markets.

Bangor Daily News

Bangor, ME

Special Sections Writer

June 2006–2013

Duties included full project management (conceptualizing, writing, photographing and paginating) of between 30 and 80 sections per year. In 2009, I was named the assignment editor for several magazines produced by the Bangor Daily News, including Marry ME Magazine and Welcome Home Magazine. Responsibilities included developing deadlines/timelines, developing content, managing writers, photographers and graphic designers.

Bell Imaging & Design LLC and Bell's Furry Friends Photography

Hermon, ME

Owner

20015–present

Bell Imaging & Design LLC provides photography and graphic design services to individuals and businesses to ensure their message is communicated easily and effectively.

Bell Imaging & Design's pet division — Bell's Furry Friends Photography — which provides heartwarming, cuddly images of pets for individuals in Maine and for evocative, documentary images of pet-related businesses.

University of Maine

Orono, ME

Printing and Mailing Services

2001–2006

Roles served at Printing and Mailing Services included pre-press technician, proofreader and customer service. As an employee of Printing and Mailing Services, I worked with client files, either creating them from scratch or working with existing files to prepare them for print on demand or press runs. As a customer service representative I managed jobs from order placement to completion, as well as creating estimates and answering questions.

ADDITIONAL EXPERIENCE

Computers: Experienced with Apple- and PC-based computer systems

Software: Microsoft Office Suite, Adobe Creative Suite, Quark XPress, Skype, FaceTime, Google Drive, Google Apps

Hardware: Photocopiers, fax machines, scanners, iPads, removeable drives

Cameras: Nikon cameras, associated lenses and flashes; studio equipment

ESTABLISHED 1871
ONE CANAL PLAZA
P.O. BOX 426
PORTLAND, ME 04112
TELEPHONE (207) 774-2635
FEDERAL TAX ID NO. 01-0485155

TOWN OF HERMON
C/O MR. ROGER RAYMOND
PO BOX 6300
HERMON, ME 04402

Statement Date: 04/06/2016
Statement No. 83965
Account No. 14840.0002

COMPARISON RE PERC AND MRC PROPOSALS

For professional services rendered through 03/31/2016, including the following:

Fees

		Hours
03/01/2016		
JNK	Revisions to MRC Chart; Email to Attorney Nelson and reply	1.00
03/02/2016		
JNK	Receipt and review of redlined revisions to Waste Disposal Agreement and Schedule A; Revisions to PERC Agreement chart to reflect same; Revisions to MRC/PERC comparison chart	3.00
03/09/2016		
JNK	Telephone call from Mr. Raymond re PERC memo and response and issues of authority of MRC and funding of reserve accounts for Fiberight; Telephone conference with Attorney MacKay re same	0.80
03/10/2016		
JNK	Email from Attorney McKay re response to PERC memo; Review and forward to Mr. Raymond	0.30
03/14/2016		
JNK	Research and preparation of draft memo to Town Council re PERC and MRC positions on municipal investment issue	2.50
03/18/2016		
JNK	Telephone call from Mr. Raymond re state of agreements and discussions with Fiberight and preparation for Thursday meeting; Follow up telephone conference with Attorney McKay re outstanding issues	1.00

COMPARISON RE PERC AND MRC PROPOSALS

		Hours		
03/21/2016	JNK	Review Sections of Joinder and Master Solid Waste Agreement and Conference call with Attorneys McKay, Pottle and Hamilton re contract and regional association questions	1.00	
03/23/2016	JNK	Preparation for Town Council meeting and revision to tables and PowerPoint	2.00	
03/24/2016	JNK	Telephone call from Attorney McKay re PERC Partnership continuation and reply; Revision to materials; Email to Mr. Raymond with memo and revised materials; Email from Attorney Nelson and reply; Travel from Old Town to Hermon and from Hermon to Portland and presentation to Town Council	5.50	
03/25/2016	JNK	Review Crossroads Landfill Agreement between MRC and Waste Management, Casella PERC Agreement and prepare memorandum to Town regarding these, ramifications of departing MRC and MRC Board action and its impact; Email same to Mr. Raymond	2.50	
03/31/2016	JNK	Telephone call with Attorney Doyle regarding PERC/Casella agreement and email message to Mr. Raymond regarding same	0.50	
		For Current Services Rendered	20.10	4,522.50

Summary of Hours

Timekeeper	Hours	Rate	Total
James N. Katsiaficas	20.10	\$225.00	\$4,522.50

Advances

Out of Town Travel	79.30
Total Advances	79.30
Total Current Work	4,601.80
Previous Balance	\$3,579.50
Balance Due	<u>\$8,181.30</u>

Payment is due upon receipt of this bill. A late charge of 1.5% per month may be assessed upon all balances which remain unpaid for more than 30 days from the date of this invoice.

Perkins Thompson is pleased to offer its clients the convenience of paying their invoices online. Please visit our online payment portal at www.perkinsthompson.com/contact/pay-online for more information.

4
4-21-16

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between the TOWN OF HERMON, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine, located in Penobscot County Maine (hereinafter "Hermon") and RYDER TRUCK RENTAL, INC., a business corporation organized and existing under the laws of the State of Florida, qualified to do business in Maine, with an office in Hermon, Maine (hereinafter "Ryder").

Recitals

1. Ryder is in the business of short- and long-term truck rentals and leasing, and operates an office and vehicle maintenance facility located at 57 Freedom Park Avenue, Hermon, Maine for this purpose (the "Existing Facility"). Ryder is the lessee of the Existing Facility. Ryder's current lease is due to expire on October 3, 2016.

2. Ryder's Existing Facility currently employs approximately 15 persons.

3. Over the past five fiscal years, Ryder has paid an average of \$709,000 per year to Hermon as motor vehicle excise taxes for trucks customarily kept at the Existing Facility.

4. Ryder may desire to relocate its existing truck rental and leasing business in Hermon to a new location nearer to Interstate Highway 95. Ryder is considering several options which may include (1) acquiring or leasing a different site, which may or may not include constructing a new facility (hereinafter the "New Facility"), or (2) remaining at the Existing Facility.

5. Hermon recognizes a significant tax burden borne by Ryder, and desires to retain Ryder's business in Hermon, Maine so as to retain existing jobs and municipal tax revenues, and desires to offer a financial incentive to Ryder as an inducement for this purpose.

Agreement

Now, therefore, in consideration of the foregoing recitals and of the mutual promises and covenants contained herein, Hermon and Ryder hereby agree as follows:

I. Ryder's Obligations

(1) For a period of five (5) years following approval and execution of this Agreement, Ryder shall take all steps necessary to retain its existing truck rental and leasing business, including vehicle maintenance and office operations, in the Town of Hermon, including without limitation annual registration and payment of motor vehicle excise taxes on trucks customarily kept or based at Ryder's Hermon location. Ryder's actions for this purpose shall include:

- a. Negotiating an extension of its lease for the Existing Facility for one (1) year, with four (4) options to extend for one (1) year each; or
- b. Acquiring or leasing and fitting up a New Facility within the Town of Hermon; or
- c. Acquiring or leasing a new site within the Town of Hermon, and constructing or causing a New Facility to be constructed thereon. Ryder shall pay or arrange for payment of all leasing or ownership costs, including without limitation, all land acquisition, design, permitting, material and construction costs.

(2) In the event Ryder elects to relocate within the Town of Hermon rather than remain at the Existing Facility, Ryder shall be solely responsible for obtaining any required approvals and permits, including all municipal approvals and permits required under Hermon's ordinances, at Ryder's sole expense (provided, however, that Ryder may negotiate for the payment of such permitting costs by others). Nothing in this Agreement shall be deemed to waive, modify or substitute for any approval or permit required from the Town of Hermon in its local governmental capacity.

II. Hermon's Obligations

(1) Following approval of this Agreement by the Hermon Town Council and the voters of the Town of Hermon at a town meeting or special referendum election duly called for that purpose (the "Approvals"), Hermon shall take all steps necessary to amend Hermon's existing Freedom Park tax increment financing (TIF) district and TIF development program, to include Ryder's Existing Facility or (if Ryder elects to relocate) New Facility within the TIF district and to make Ryder's Hermon facility eligible for the development assistance provided in this Agreement.

(2) Following any necessary amendment of the Freedom Park TIF district and development program, for the purpose of partially defraying Ryder's additional costs of negotiating an extension of its lease of the Existing Facility or of relocating within the Town of Hermon, Hermon shall provide the following financial assistance to Ryder:

(a) For a period of five (5) years following approval and execution of this Agreement, in any municipal fiscal year (July 1st to June 30th) in which Ryder's payments of motor vehicle excise taxes to the Town of Hermon for trucks customarily kept or based at Ryder's Hermon facility equal or exceed Five Hundred Thousand Dollars (\$500,000.00), Hermon shall pay to Ryder an amount equal to ten percent (10%) of the amount of motor vehicle excise taxes actually paid by Ryder to Hermon for the fiscal year concerned.

(b) In addition, if Ryder negotiates an extension to its lease in order to remain at its present location, Hermon shall pay to Ryder annually, for the term of Ryder's new lease or lease extension, but not longer than twenty (20) years, an amount equal to forty percent (40%) of the Town of Hermon real estate taxes assessed against and actually paid by Ryder for the tax year concerned, on that portion of Ryder's leasehold improvements that constitutes captured assessed value within the Freedom Park TIF district, following amendment of the TIF district boundaries as described above. Payments by Hermon to Ryder under this subsection (b) shall be made only in those tax years in which the taxable assessed value of Ryder's leasehold improvements constituting captured assessed value in Freedom Park TIF district equals or exceeds three hundred thousand dollars (\$300,000). All such payments to Ryder shall be in addition to the assistance to be provided under subsection (a) above.

(c) As an alternative to the assistance described in subsection (b) above, if Ryder relocates to a New Facility within the Town of Hermon, Hermon shall pay to Ryder annually an amount equal to a percentage of the Town of Hermon real estate taxes assessed against and actually paid to the Town of Hermon by Ryder for the applicable tax year, on that portion of the New Facility that constitutes captured assessed value within the Freedom Park TIF district, following amendment of the TIF district boundaries as described above (the "Captured Assessed Value"). The percentage of such real estate taxes to be paid, the years over which it shall be paid, shall be on a sliding scale based on the Captured Assessed Value, as set forth in Exhibit A, attached hereto. All such payments to Ryder shall be in addition to the assistance to be provided under subsection (a) above. In addition to the assistance to be provided to Ryder under this

subsection (c), Hermon shall also reimburse to Ryder, as a one-time grant, Ryder's documented cost of establishing, extending or relocating utility services (sewer; water; gas; electricity; telephone; internet access; as may apply) to Ryder's new location, in an amount not to exceed one hundred thousand dollars (\$100,000).

(d) It is mutually understood and agreed that all payments by Hermon to Ryder under this Agreement shall be made by Hermon from TIF development program funds, pursuant to a TIF credit enhancement agreement, in the usual form for such agreements, to be executed by Ryder and Hermon. All such payments shall be deemed to be an expenditure of TIF development program funds for development program purposes, and shall not constitute an abatement or forgiveness of any tax amount due from Ryder to Hermon. Ryder shall not be entitled to set off any amount due from Hermon to Ryder under this Agreement against any real estate, personal property or excise tax payments due from Ryder to Hermon, but shall pay all such tax amounts in full, on or before the due dates thereof. Ryder's remedy for any failure to make payment or other breach of this Agreement by Hermon shall be limited to a suit for the amounts owed, in the District or Superior courts of Penobscot County, Maine, and shall not include a right of setoff or other self-help remedy.

III. Default; Remedies for Default

(1) Any failure by Ryder or Hermon to meet any of the foregoing obligations under Article II hereof shall constitute an "Event of Default".

Whenever an Event of Default shall have occurred and be continuing, the non-defaulting party may take whatever action at law or in equity may appear to be necessary or desirable to collect any amount then due and thereafter to become due; to specifically enforce the performance or observance of any obligations, agreements or covenants under this Agreement and any documents, instruments and agreements contemplated hereby; or to enforce any rights or remedies available hereunder.

(2) No remedy herein conferred or reserved by any party is intended to be exclusive of any other available remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, or to insist upon strict performance of any of the covenants and agreements

herein set forth or to exercise any such rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power of be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time, and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the right to exercise any such rights or remedies, if such Event of Default be continued or repeated.

IV. General Provisions

(1) *Choice of Law.* This Agreement is made under and shall be construed in accordance with the laws of the State of Maine.

(2) *Venue for Suits.* Any suit to construe or enforce the terms of this Agreement must be brought in the district or superior courts of Penobscot County, Maine, and otherwise shall be void. Ryder expressly waives jurisdiction of the United States District Court over disputes arising under this agreement by reason of diversity of the parties.

(3) *No Joint Venture.* Nothing in this Agreement shall be deemed to create a joint venture, partnership or other similar legal relationship between the parties hereto, nor to confer any legal interest in Ryder's facilities in Hermon.

(4) *No Third-Party Benefit.* Nothing in this Agreement shall be deemed to create any right, benefit, claim, or cause of action in favor of any third party, it being the intention of the parties that this Agreement shall be for the sole benefit, and solely enforceable by, Ryder and Hermon as parties hereto.

(5) *Assignments.* No assignment of this Agreement may be made by Ryder to any third party for any purpose, except with the prior express written consent of Hermon's Town Council, which shall not be unreasonably withheld. Assignment of this Agreement to a wholly-owned affiliate, parent or corporate successor to Ryder shall not be deemed be a breach of this paragraph.

(6) *Immunities Retained.* Except as provided in Article V, section (2) of this Agreement, nothing in this Agreement shall be deemed to waive, impair, expand, reduce or modify any immunity from suit or judgment, including limitations on damages, now enjoyed by Hermon or Hermon's residents, employees or elected officials under the Maine Tort Claims Act, Title 14 MRSA sec. 8101 *et seq.*, or other provisions of law.

(7) *Amendments.* No amendment to this Agreement shall be valid unless executed in writing by representatives of Ryder and Hermon, duly authorized; and in the case of Hermon unless approved by vote of Hermon’s town council at a duly called meeting thereof.

(8) *Entire Agreement.* This Agreement and the credit enhancement agreement to be executed pursuant to Article II hereof shall constitute the entire agreement of the parties upon the subject matter hereof. No prior discussions, understandings, agreements or memoranda concerning the subject matter of this Agreement shall be deemed to have any force or effect.

V. Town Council and Voter Approval Required; Obligations Unconditional Upon Approval.

(1) This Agreement shall be void and of no force or effect unless the Approvals have first been obtained.

(2) Upon receipt of the Approvals, the obligations of Hermon to make the payments described in this Agreement shall be absolute and unconditional, and Hermon shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against Ryder, other than by reason of:

(a) Ryder’s cessation of operations and removal from the Town of Hermon; or

(b) to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. Hermon hereby acknowledges that Ryder has the right to enforce the contractual obligations of Hermon under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided, however, that nothing herein shall constitute a waiver of the Town’s tort immunity or other governmental immunities.

[Signatures appear on following page.]

In Witness Whereof, Hermon and Ryder have caused this Agreement to be signed by their respective representatives named below, duly authorized, on the date first written above.

TOWN OF HERMON

(By) _____

Name:

Title:

RYDER TRUCK RENTAL, INC.

(By) _____

Name:

Title:

EXHIBIT A

Table of Payments Based on
Captured Assessed Value
of New Facility

If the Captured Assessed Value is:	then the percentage of real estate taxes to be paid to Ryder is:	and Ryder shall be entitled to such payment for:
\$0-\$2,000,000	40%	10 years
Over \$2,000,000-\$3,000,000	40%	15 years
Over \$3,000,000-\$4,000,000	40% 50%	first 5 years, PLUS next 10 years
Over \$4,000,000-\$5,000,000	50%	15 years
Over \$5,000,000	50%	20 years

From:  **Roger Raymond** 4/13/20... 
"Erik M. Stumpf" <estumpf@rudmanwinchell.com>
Subject: Fwd: Sending: Draft Resolve approving Development Agreement (R1...
To:  estumpf@rudmanwinchell.com

Attachments:  Draft Resolve approving Development Agreement (R1613064).D...

Eric,

We plan to go to a special town meeting on May 12.

Roger
----- Original Message -----

Roger,

A very simple resolve approving the Ryder agreement is attached. As mentioned during our call, I could find no prescribed format in the Charter, Council Rules or previous Council meeting minutes or agendas.

We can add the language directing you to initiate a TIF development program amendment, if required after my review of the existing TIF development program.

As a caution, the funding for the Development Agreement will need to be approved at future town meetings. The Council cannot approve supplemental appropriations of more than \$25,000. What is the plan for going to Town meeting on this?

Erik

NOTICE:

This email and any files transmitted with it are confidential and intended solely for the use of the entity or individual to whom they are addressed, and may contain information that is privileged and/or exempt from discovery or disclosure under applicable law. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege. Unless expressly stated in this e-mail, nothing in this message or any attachment should be construed as a digital or electronic signature, a legal opinion, or establishing an attorney-client relationship. If you have received this email in error, please notify the system manager at Admin@rudmanwinchell.com immediately and permanently delete or destroy the original and its attachments, along with any electronic or physical copies. Rudman Winchell cannot accept responsibility for the accuracy or completeness of this email as it has been transmitted over a public network. If you suspect that the email may have been tampered with, intercepted or amended, please notify

the system manager.

RESOLVE: Approving Development Agreement with Ryder Truck Rental, Inc.

The Hermon Town Council hereby approves a certain Development Agreement between the Town of Hermon and Ryder Truck Rental, Inc., dated April _____, 2016, as attached hereto.

[For FIRST READING, unless waived.]

5
4-21-16

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

DRAFT ONLY

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
4-21-16

SECTION 00824

CHANGE ORDER

Change Order Number 1.

.....

FULLER ROAD AND KLATTE ROAD RECONSTRUCTION
HERMON, MAINE

Date Issued 4-13-16 Effective Date 4-13-16

.....

Owner: Town of Hermon

Contractor: Gardner Construction Enterprises, LLC

Engineer: Plymouth Engineering, Inc.

.....

You are directed to make the following changes in the Contract Documents:

1. Add tree removal services to the contract based on your April 13, 2016 Fuller & Klatte Road Tree Removal proposal. This proposal was agreed to by Roger Raymond, Town Manager of the Town of Hermon via email on April 13, 2016.

Reason For Change Order:

Town and Contractor agreed that specific, existing trees needed to be removed in order to establish proper ditching on Fuller and Klatte Roads. Specific trees are summarized in the approved proposal from Gardner.

.....

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price

Original Contract Times

\$ 338,405.00

Substantial Completion: July 15, 2016
Ready for final payment: 14 days after paving

Net changes from previous Change Orders
No. ___ to No. ___

Net change from previous Change
Orders No. ___ to No. ___

\$ _____

_____ days

Contract Price prior to this Change Order

Contract Times prior to this Change Order

\$ 338,405.00 _____

Substantial Completion: _____
Ready for final payment: _____

Net Increase (decrease) of this Change
Order

Net Increase (decrease) of this Change
Order

\$ 9,620.00 _____
determined _____ (days)

no change _____ to be

Recommended:

Approved:

Accepted:

By: _____ By: _____ By: Th W. Jewell
Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Contract Price with all approved Change
Orders

Contract Times with all approved Change
Orders

\$ 348,025.00 _____

Substantial Completion: no change
Ready for final payment: no change

Name: _____

Name: _____

Name: Th W. Jewell

Date: _____

Date: _____

Date: 7/14/16

EJCDC No. 1910-8-B (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The
Associated General Contractors of America.
CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that
affect Contract Price or Contact Times. Changes that have been initiated by a Work Change



PO Box 6209
Hermon, Maine 04402
(207) 478-6369 Fax (207) 945-3595
www.gardnerconstructionenterprises.com
info@gardnerconstructionenterprises.com

April 13, 2016

To: Plymouth Engineering

Attn: Jon Whitten, Jr.

Re: Fuller & Platte Road Tree Removal

Gardner Construction Enterprises, LLC proposes to supply and install the following items in accordance with the project specifications.

Klatte Road

Sta. 15+75 to 16+75 Lt- 6 large trees & stumps \$3,000.00

Fuller Road

Sta. 9+50 to 14+25 Lt- numerous large trees & stumps \$5,200.00

Sta. 35+00 Lt- single tree & stump \$420.00

Sta. 48+75 Lt-single tree & stump \$300.00

Sta. 42+25 Rt-single tree & stump \$350.00

Sta. 59+00 Lt-single tree & stump \$350.00

Total 9,620.00

If there are any questions, please feel free to contact me at (207) 478-6369

Thank you,

Tom Jewell
Tom Jewell

Proud Member Of



7.
4-21-16

ROAD AND STREET PLAN

The purpose of this plan is to identify road improvements that will exceed \$3,000 in cost for all roads and streets that are located within Hermon Township. The roads or streets are either jointly owned by the State of Maine and the Town has a statutory requirement to pay 33% of the cost of the repairs, owned entirely by the State, or public ways that are solely owned by the Town. Within the Town there are 52 miles of town owned road, 16 miles of roads owned by the State and the Town is statutorily required to pay for 33% of the capital improvements and 10 miles of State owned Road that the Town has no statutory responsibility to finance but may choose to when deemed to be in the best interest of the Town.

As a result of an inspection of all public ways in Hermon the following improvements have been identified.

State Roads

Install warning lights at the intersection of Route 2 and the Annis Road.

Coldbrook Road- Minor ditching and repave with 1 1/4" surface.

Newburgh Road from Klatte Road intersection to Swan Road intersection. Reclaim, pave and reestablish drainage. Replace cross and driveway culverts where needed, pull shoulders. Pavement will be 2.75" binder and 1" surface.

Newburgh Road from Swan Road intersection to Jackson Beach- Cut several large trees along shoulder, reestablish drainage. Replace cross and driveway culverts where needed and pull shoulders. . Pavement will be 2.75" binder and 1" surface.

Billings Road from Union Street extending 3/4 mile southerly towards Lewis Road- Clean ditches, replace culverts where needed and repave with 1 1/4" of surface.

The above projects should be completed in partnership with MDOT and the Town

Town Roads and Streets Work to be completed by Contract

Robin Hood Circle- Starting at Route 2 intersection extending 200' in a southerly direction to a terminus. Reconstruct 200' of Robin Hood Circle to include new base, drainage and pavement.

Kelly Road- Starting at Union Street intersection and extending 3,000' in an easterly direction upgrade drainage, replace cross and driveway culverts where needed, pull shoulders and shim and repave with 1" surface.

Pine Tree Road- Beginning at the intersection of Fuller Road and extending 1000' in a northerly direction, reestablish drainage and replace cross and driveway culverts where needed along the westerly side.

Crogan Road- Starting at the intersection of Union Street and extending 1, 000' in a northerly direction- Ditch the westerly side, replace cross and driveway culverts where needed. Pave with 1" of surface.

Hopkins Road- Clear right of way, reestablishes drainage, replace driveway and cross culvert where needed and pave with one 1" of surface

Creamy Road- Clear right of way, reestablishes drainage, replace driveway and cross culverts where needed and pave with 1" of surface.

New Boston Road- Reestablish drainage swale extending from Fuller Road across property owned by Bruce Dorthy extending to New Boston Road and increase size of pipes across the Fuller Road discharging into the swale to 30" in diameter.

New Boston Road drainage- Re-establish drainage along 300' of New Boston Road on the westerly side including removing trees intruding with the flow of water. Replace driveway culverts where required.

Black Forest Drive- Reestablish ditches a distance of approximately 300' long and reset driveway culverts that have lifted

Freedom Park, Liberty Park and Dysart's Parks- Clear right of way, reestablish drainage, replace cross culverts and driveway culvert where needed and pave with 1" surface.

Printers Way- Reconstruct 600' x 30' road base and pave with 4" of pavement.

Town Road and Street Work to be completed by Town Crew:

Klatte Road – Clear right of way, reestablish drainage, replace cross culverts and driveway culvert where needed and pave with 1" surface.

Smith Road – Clear right of way, reestablish drainage, replace cross culverts and driveway culvert where needed and pave with 1" surface.

Deerfield Road- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Stoney Brook Drive- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Evergreen- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Spruce Street- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Treadwell- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

York Road- Beginning 2,000' from the intersection of Fuller Road- Clean ditches, replace cross and driveway culverts where needed, clear right of way, shim and repave with 1" surface.

Bond Road- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

MacDugal Drive- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Fuller Road – Beginning 3,000' from Balsam Drive to the snowmobile bridge- Clear right of way, reestablish drainage, replace cross culverts and driveway where needed and pave with 1" surface.

Westwood Drive- Clear right of way, pull shoulders, ditch and pave with 1' surface.

Bog Road- Clear cross culvert on the Bog Road adjacent to railroad track.

Every year as part of the general maintenance program the public works department will be required to pull the shoulders along all roads that will be paved ,to reset driveway culvert and replace cross culverts where needed.

It is intended that these project be included in the five-year Highway Improvement Capital Improvement Plan. An estimated cost should be established for each project and funding mechanism identified so each project is included in the Capital Improvement Plan.

8
4-21-14

**Town of Hermon
Sewer Maintenance Plan**

The Town of Hermon has 6.58 miles of collector sanitary sewer lines located mainly off Route 2 and the Coldbrook Road. The collector sewers consist of PVC and ductile iron force mains and gravity sewers. In addition to the sewer lines are four pump stations located at Hammond Street, Autocar Lane, Mack Lane and Odlin Road each equipped with an on site generator.

Following is the plan for the care and maintenance of the above facilities and infrastructures. The responsibility for the maintenance of the pump stations and generators is that of the Bangor Wastewater Department. In recent years a contract existed with the City of Bangor but it expired in 2008 and has not been renewed. The City recently agreed they would be providing new contracts but at the time of this report, the Town of Hermon is still waiting. It is advised that the Town of Hermon continue efforts to obtain a written contract from the City if they are going to continue to provide the service.

The maintenance tasks will include:

Pump Station-Hammond Street-Route 2 with auxiliary generator

Three times per week

1. Check main pump operation
2. Check vacuum prime operation
3. Check pump mechanical seals
4. Check water trap bowls
5. Check auxiliary generator set status
6. Maintain maintenance log of activities

Weekly- The above plus the following

1. Check wet well

Auxiliary Generator Set

1. Check radiator coolant level
2. Check oil level
3. Check battery

Monthly- The above plus the following

1. Check and clean electrodes

Quarterly- The above plus the following

1. Oil ventilator blower bearings
2. Check generator fuel

Semi-annually

Auxiliary Generator

1. Check alternator and fan belts
2. Check coolant hose

Annually

1. Lubricate pump motor bearings

Auxiliary Generator

1. Change crankcase oil
2. Check battery electrolyte level
3. Check and replace air cleaners as necessary
4. Check crankcase ventilation valve for proper operation

As necessary

1. Remove and dispose of any large debris found in wet wells
2. Police and remove trash and maintain pump station exterior appearance
3. Plow driveway
4. Maintain maintenance records for all equipment

Odlin Road Pump Station

Three times per week

1. Record suction/discharge gauge readings for both pumps
2. Record elapsed time meter readings
3. Check air flow indicator to ensure proper operation
4. Make sure back-up pump works
5. Switch to the back up air pump only when the lead air pump quits
6. Check generator set status

Weekly- the above plus the following

1. Check wet well

Auxiliary Generator

1. Check coolant level
2. Check oil level
3. Check battery
4. Monitor station during at least one pump down cycle to check for proper pump and control operations along with leaks
5. Check belts for wear and tension
6. Check air release valves for proper operation. Grease if necessary

Monthly- The above plus the following:

1. Exercise plug valves
2. Make sure check valves open and close properly (clean the seat area if necessary)
3. Lubricate air release valves and check for proper operation
4. Retention and align elt drives if necessary (after initial run/tension intervals)

Semiannually- The above plus the following:

1. Adjust impeller to wear plate clearance (depending on application this may need to be done quarterly)
2. Clean air pump filter

Auxiliary Generator Set

1. Check belts
2. Check coolant level and hoses
3. Check fuel level

Annually

1. Change oil pump seal chamber and bearing chamber or every 4,000 hrs. whichever comes first.
2. Grease motor bearings, in accordance with motor manufacturer's recommended schedule
3. Test alarms for proper operation

As necessary

1. Remove and dispose of any large debris found in wet wells
2. Police and remove trash and maintain pump station exterior appearance
3. Plow driveway
4. Maintain maintenance records for all equipment

Auto Car Lane Pump Station

Three times per week

1. Manually start each pump to assure proper operation
2. Record running hour meter readings
3. Clear snow to maintain access in winter

Weekly- the above plus the following

1. Check wet well

Auxiliary Generator

1. Check coolant level
2. Check oil level
3. Check battery
4. Monitor station during at least one pump down cycle to check for proper pump and control operations along with leaks
5. Check belts for wear and tension
6. Check air release valves for proper operation. Grease if necessary

Semiannually

1. Check wet well and remove any debris
2. Check operation of floats

Auxiliary Generator Set

4. Check belts
5. Check coolant level and hoses
6. Check fuel level

Annually

1. Check electrical systems
2. Measure and record pump motor amperage draw

3. Remove and check submersible pumps
4. Check oil level in seal chamber of pump

As necessary

1. Remove and dispose of any large debris found in wet wells
2. Police and remove trash and maintain pump station exterior appearance
3. Plow driveway
4. Maintain maintenance records for all equipment

Mack Lane Pump Station

Three times per week

1. Manually start each pump to assure proper operation
2. Record running hour meter readings
3. Clear snow to maintain access in winter

Weekly- the above plus the following

1. Check wet well

Auxiliary Generator

1. Check coolant level
2. Check oil level
3. Check battery
4. Monitor station during at least one pump down cycle to check for proper pump and control operations along with leaks
5. Check belts for wear and tension
6. Check air release valves for proper operation. Grease if necessary

Semiannually

1. Check wet well and remove any debris
2. Check operation of floats

Auxiliary Generator Set

1. Check belts
2. Check coolant level and hoses
3. Check fuel level

Annually

1. Check electrical systems
2. Measure and record pump motor amperage draw
3. Remove and check submersible pumps
4. Check oil level in seal chamber of pump

As necessary

1. Remove and dispose of any large debris found in wet wells
2. Police and remove trash and maintain pump station exterior appearance
3. Plow driveway
4. Maintain maintenance records for all equipment

Collector Sewers

Annually-

1. Obtain the services of a qualified contractor to clean and televise at least 25% of all collector sewer lines and to provide information regarding the condition of each line.
2. Have Public Works lift all manhole covers to make sure the lines and manholes are functioning properly. Maintain a record of each manhole inspected including the date of the inspection and findings.
3. Include in the annual capital improvement plan funds to repair sewer lines that have been identified by the contractor as needing repairs.
4. Inspect manholes annually to assure that all manhole covers are assessable. Where paving has occurred or will occur require that the manhole covers are lifted and not paved over.
5. Provide a map identifying the location of all sanitary collector sewer lines, pump stations and manholes



#10
4-21-16

Transfer Station Schedule
This schedule is effective April 2016

Open: Saturday April 23, 2016

Hours: 8:00 am – 4:00 pm

Closed: Saturday before Thanksgiving until further notice. Last day open is 11/19/2016

Holidays: Closed the following holiday weekends:

- Memorial Day (May 28, 2016)
- 4th of July (July 2, 2016)
- Labor Day (September 3, 2016)

Fee Schedule & Permit Cost

Yearly Permit: \$5.00 must be purchased at the Town Office or from transfer station attendant.

- A. **White Goods** – \$5.00 per item except if Freon needs to be removed, an additional \$20.00 will be charged per item.
- B. **Scrap Metals** – free of charge for small single items (arm full), \$20.00 per 1/2 ton pickup load
- C. **Bulky Items** - \$10.00 per item or \$30.00 per 1/2 ton pickup load*
- D. **Demolition Debris – (no shingles)** \$25.00 per 1/2 ton pickup load*
- E. **Propane Tank** - \$10.00 per item, only accepted if empty with valve removed
- F. **Brush (4" and smaller)** \$35.00 per 1/2 ton pickup load*

*A PICKUP LOAD IS WHEN THE PICKUP BODY IS FILLED LEVEL TO THE TOP OF THE SIDE WALLS.

THE ATTENDANT ON DUTY WILL DETERMINE THE AMOUNT OF LOADS OR PORTION OF A LOAD BEING DISPOSED OF.

Please take notice: Bagged household waste must be put out curbside for weekly trash collection.



**TOWN OF HERMON
TRANSFER STATION
QUESTIONS AND
ANSWERS**

Q: What materials will not be accepted at the Hermon Transfer Station?

A: Examples of unacceptable waste include: hazardous waste, paint, televisions, computer monitors, chemicals, tires, auto parts, shingles, chemicals, any liquid waste, waste oil, medical-related waste, pathological waste, dead animals, abandoned or junk vehicles, tree stumps, telephone poles, railroad ties, metal panels greater than 8 feet long, friable asbestos materials, pesticides, sealed drums, pressurized gas cylinders & tanks (full or partially full), hot ashes, microwaves, odiferous waste and wastewater sludge.

Q: How do I prove that I am a Hermon resident?

A: Residents wishing to use the transfer station must purchase a vehicle window sticker at the Town Office or the transfer station with a valid vehicle registration. The sticker is to be placed on the inside windshield of the vehicle transporting the waste. The cost per sticker is \$5.00 (*No commercial/contractor use will be accepted*).

Note: The Hermon Transfer Station accepts only residential materials generated in Hermon.

Q: Where can I take a large amount of construction debris?

A: Construction and demolition debris can be taken to the Pine Tree landfill located off the Emerson Mill Road in Hampden. Please call Pine Tree at 862-4200 if you have any questions regarding dates, times or fee schedules.

Q: Does the Town of Hermon recycle?

A: Yes, there are zero-sort recycling bins available at the Town Office parking lot. For more information on recycling, please visit www.hermon.net, or stop by the Town Office for an informational flyer. Bulky items and cardboard boxes must be broken down before disposal.

Q: Does the transfer station take grass clippings and leaves?

A: Yes, the transfer station now accepts clean leaves and grass only at our compost area – free of charge. Contaminated grass and leaf waste will not be accepted at the compost area.

Q: How do I dispose of brush and tree limbs?

A: Brush and tree limbs 4" in diameter and smaller are accepted at the transfer station. Limited to one pickup (level to side of truck) load per weekend for \$35.00 per load. Larger loads of wood and brush waste can be taken to Pine Tree Landfill at Hampden, please call 862-4200 for information.

#11.
4-21-16

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENT THAT the Inhabitants of the Town of Hermon, Penobscot County, State of Maine (Grantor) for consideration paid, the receipt of which is acknowledged, grants and conveys to Rollan T. Walker and Rhonda L. Walker with a mailing address of 23 Oak Ridge Drive, Hermon, Maine, located in the County of Penobscot and State of Maine (Grantee, the land located in the Town of Hermon, County of Penobscot and State of Maine (hereinafter referred to as "the premises), which land is more particularity described as follows:

Beginning at a 5/8" capped iron rebar marking the westerly corner of Lot 3 as depicted on a plan entitled " Oak Ridge Subdivision" dated April 16, 2003 and recorded in Map File 2003-105 at the Penobscot County Registry of Deeds :

THENCE, S 16°21'37" E a distance of forty and zero hundredths (40) feet to a 5/8" capped iron rebar;

THENCE, N 73°38'23" E a distance of sixty and zero tenths (60) feet to a 5/8" capped iron rebar;

THENCE, N 16°21'37" W a distance of forty and zero hundredths (40) feet to a 5/8" capped iron rebar;

THENCE, S 73°38'37" W a distance of sixty and zero tenths (60) feet to the point of beginning

Meaning to convey a parcel being 40 foot by 60 foot rectangle abutting Lot 3 on said plan as terms set forth on said plan.

WITNESS:

By: _____

Roger Raymond, Town Manager

STATE OF MAINE
PENOBSCOT,ss

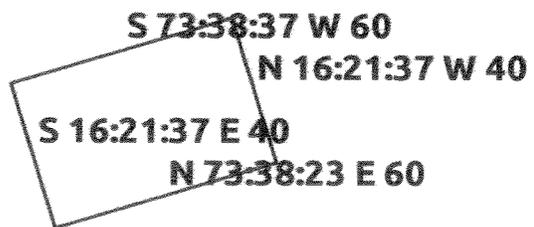
April ____, 2016

Then personally appeared the above -named Roger Raymond in his capacity as Town Manager and acknowledged the above instrument to be his free act and deed and the free act and deed of the Inhabitants of the Town of Hermon, Maine

Before me,

Notary Public

OAK RIDGE





00

12RETTD

RETTD

**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

36 M.R.S. §§ 4641-4641N

BOOK/PAGE—REGISTRY USE ONLY

1. County

PENOBSCOT

2. Municipality/Township

HERMON

**3. GRANTEE/
PURCHASER**

3a) Name LAST or BUSINESS, FIRST, MI
WALKER, ROLLAN

3b) SSN or Federal ID

3c) Name LAST or BUSINESS, FIRST, MI
WALKER, RHONDA

3d) SSN or Federal ID

3e) Mailing Address after purchase of this property
23 OAK RIDGE DRIVE

3f) City
HERMON

3g) State

ME

3h) ZIP Code

04401

**4. GRANTOR/
SELLER**

4a) Name, LAST or BUSINESS, FIRST, MI
INHABITANTS TOWN OF HERMON

4b) SSN or Federal ID

4c) Name, LAST or BUSINESS, FIRST, MI

4d) SSN or Federal ID

4e) Mailing Address

P.O. BOX 6300

4f) City

HERMON

4g) State

ME

4h) ZIP Code

04402

5. PROPERTY

5a) Map Block Lot Sub-Lot

5b) Type of property—Enter the code number that **best** describes the property being **sold**. (See instructions) →

Check any that apply:

No tax maps exist

5d) Acreage

Multiple parcels

Portion of parcel

5c) Physical Location

OAK RIDGE DRIVE

.5

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

.00

6c) Exemption claim - Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

M.R.S.A. Section 4641-c(I) town is exempt - town is giving land to Walkers

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

Consideration for the property is less than \$50,000

Foreclosure sale

11. OATH

Aware of penalties as set forth by 36 M.R.S. § 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____ Grantor _____ Date _____

Grantee _____ Date _____ Grantor _____ Date _____

12. PREPARER

Name of Preparer _____ Phone Number _____

Mailing Address _____ Email Address _____

Fax Number _____

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENT THAT the Inhabitants of the Town of Hermon, Penobscot County, State of Maine (Grantor) for consideration paid, the receipt of which is acknowledged, grants and conveys to Jonathan Knowles and Kristina Knowles with a mailing address of 571 Black Forest Drive, Hermon, Maine, located in the County of Penobscot and State of Maine (Grantee, the land located in the Town of Hermon, County of Penobscot and State of Maine (hereinafter referred to as "the premises), which land is more particularity described as follows:

Beginning at a 5/8" capped iron rod on the northerly line of Black Forest Drive marking the southwesterly corner of lot numbered 19, as shown on a plan of Black Stream Acres recorded in the Penobscot County Registry of Deeds, Map File 2000-39;

Thence; along the westerly line of said lot 19, North 12 degrees, 32 minutes, 0 seconds West a distance of 60 feet;

Thence; South 83 degrees, 59 minutes, 0 seconds West a distance of 60 feet,;

Thence; South 6 degrees, 1 minute, 0 seconds East a distance of 60 feet;

Thence North 83 degrees, 59 minutes, 0 seconds, East a distance of 65 feet to the point of beginning

Meaning to convey a parcel being 60 foot by 60 foot rectangle abutting Lot 19 as shown on the above mentioned plan.

WITNESS:

By: _____

Roger Raymond, Town Manager

STATE OF MAINE
PENOBSCOT,ss

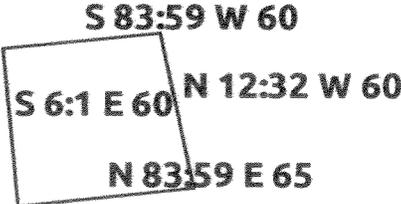
April ____, 2016

Then personally appeared the above -named Roger Raymond in his capacity as Town Manager and acknowledged the above instrument to be his free act and deed and the free act and deed of the Inhabitants of the Town of Hermon, Maine

Before me,

Notary Public

BLACK FOREST DRIVE





MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION

36 M.R.S. §§ 4641-4641N

1. County

PENOBSCOT

2. Municipality/Township

HERMON

3. GRANTEE/
PURCHASER

3a) Name LAST or BUSINESS, FIRST, MI

JONATHAN KNOWLES

3b) SSN or Federal ID

3c) Name LAST or BUSINESS, FIRST, MI

KRISTINA KNOWLES

3d) SSN or Federal ID

3e) Mailing Address after purchase of this property

571 BLACK FOREST DRIVE

3f) City

HERMON

3g) State

ME

3h) ZIP Code

04401

4. GRANTOR/
SELLER

4a) Name, LAST or BUSINESS, FIRST, MI

INHABITANTS TOWN OF HERMON

4b) SSN or Federal ID

4c) Name, LAST or BUSINESS, FIRST, MI

4d) SSN or Federal ID

4e) Mailing Address

P.O. BOX 6300

4f) City

HERMON

4g) State

ME

4h) ZIP Code

04402

5. PROPERTY

5a) Map

Block

Lot

Sub-Lot

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions)→

5c) Physical Location

BLACK FOREST DRIVE

Check any that apply:

[x] No tax maps exist

5d) Acreage

[] Multiple parcels

[] Portion of parcel

.5

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.00

6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value)

6b

.00

6c) Exemption claim - [] Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

M.R.S.A. Section 4641-c(I) town is exempt - town is giving land to Walkers

7. DATE OF TRANSFER (MM-DD-YYYY)

MONTH DAY YEAR

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

Consideration for the property is less than \$50,000

Foreclosure sale

11. OATH

Aware of penalties as set forth by 36 M.R.S. § 4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____ Grantor _____ Date _____

Grantee _____ Date _____ Grantor _____ Date _____

12. PREPARER

Name of Preparer _____ Phone Number _____

Mailing Address _____ Email Address _____

Fax Number _____

Cc: Nicole Cyr (niccyr@aol.com); Peggy Bearce (PBearce@lanhamblackwell.com)
Subject: Easement for deed to turn around between lots 19 & 21

Roger, As discussed yesterday , attached is a proposed easement to allow the Cyrs continued access to their well and septic system on Lot 19., as well as an attractive color coded marked up version of the subdivision plan showing the situation. I understand you wanted a proposed easement to include in the deed of the town owned turnaround area to the owners of Lot 21. You also authorized me to copy Town's atty, Ed Bearor. I have included the mandatory restoration provision you suggested.

Mrs. Cyr intends to attend the council meeting next Thursday night to address this issue with the council and answer any questions. If we are in agreement on the language, the I don't expect that I will be attending.

I'll wait to hear from Ed.

Ed

Edward C. Russell, Esq.
Lanham Blackwell & Baber, P.A.
133 Broadway
Bangor, Maine 04401
Phone 207-942-2898
Fax 207-947-8429
email: erussell@lanhamblackwell.com



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MAINTENANCE EASEMENT LANGUAGE PROPOSED

FOR DEED

from Town of Hermon to new owner of lot 21

at Black Stream Acres , Phase II (Revised)

“SUBJECT HOWEVER to certain maintenance easement rights over the above described premises for the benefit of Darrell R. Cyr and Nicole T. Cyr , owners of adjacent lot 19 by virtue of a deed to them from Aaron Newcomb dated August 22, 2001 and recorded in the Penobscot County Registry of Deeds at Book 7836, Page 49 , and their heirs, successors and assigns, including the right to enter upon the Easement Area (shown on Exhibit A attached hereto) with vehicles and equipment to construct, replace, remove, maintain, operate, repair, and upgrade the existing well and septic system located on said Lot 19, with the specific obligation to return the easement area to its prior condition after the exercise of these easement rights in the event any damage shall be caused. Although the easement area may be used for a driveway to serve Lot 21, in order to allow the exercise of the maintenance easement rights , no buildings or permanent obstructions or vegetation may be built upon or allowed in the easement area. This easement shall be appurtenant to the above described property of Cyrs described at Book 7836, Page 49 recorded at said registry.”

12.
4-21-16

CEMETERY IMPROVEMENT PLAN

The purpose of this plan is the outlined the long term improvements required of all public funded cemeteries in Hermon. The improvements are listed for each cemetery but have not been prioritized. The members of the Town Council with recommendation from the Public Works Director, Sexton and Town Manager will provide recommendations.

When developing the Capital Improvement Plan or annual operating budget the following improvements will be addressed on a "most needed basis".

Snow's Corner Cemetery

1. Clear brush and trees that have growth along the edge of the cemetery and are intruding on burial lots.
2. Every two years refresh the millings that have been placed on all roads to avoid weeds.
3. Trim all bushes and shrubs within the cemetery on an annual basis.
4. Loam and seed any area that has sunk around burial plots.
5. Cut trees that have grown wild and are less than 6" in diameter within the cemetery.
6. Cut back any shrub or bush that has growth beyond the boundaries of any burial lot. This will require contacting family members.
7. Repair any broken stone that has not been repaired by a family member.
8. Loam and seed bare spots within the cemetery.
9. Complete Phase 2

Pleasant Hill Cemetery

1. Establish the westerly property line
2. Clear brush and tress that have grown along the edge of the cemetery and intruding on burial lots.
3. Every two years refresh the millings that have been placed on all roads to avoid weeds.
4. Trim all bushes and shrubs within the cemetery on an annual basis.
5. Loam and seed any area that has sunk around burial plots.
6. Cut trees that have grown wild and are less than 6" in diameter.
7. Cut back any shrub or brush that has growth beyond the boundaries of any burial lot. This will require contacting family members.
8. Repair any broken stone that has not been repaired by family members.
9. Loam and seed bare spots within the cemetery.
10. Install sign reading "Pleasant Hill Cemetery".

Hermon Pond Cemetery

1. Reestablish the northern boundary.
2. Place millings on the access road.
3. Trim all bushes and shrubs within the cemetery on an annual basis.

4. Loam and seed any area that has sunk around burial plots.
5. Cut trees that have grown wild and are less than 6" in diameter.
6. Cut back any shrub or brush that has growth beyond the boundaries of any burial lot. This will require contacting family members.
7. Repair any broken stone that has not been repaired by a family member
8. Loam and seed bare spots within the cemetery.
9. Require the CEO to enforce the provisions of Chapter 151 as it pertains to one of the neighboring property owners.

Evergreen Cemetery

1. Reestablish property lines where they are not known.
2. Reestablish the roads.
3. Trim all bushes and shrubs within the cemetery on an annual basis.
4. Loam and seed any area that has sunk around burial plots.
5. Cut trees that have grown wild and are less than 6" in diameter.
6. Cut back any shrub or bush that has growth beyond the boundaries of any burial lot. This will require contacting family members.
7. Repair any broken stone that has not been repaired by a family member.
8. Loam and seed bare spots within the cemetery.
9. Install sign reading "Evergreen Cemetery".

Pine Tree Cemetery

1. Reestablish the roads.
2. Trim all bushes and shrubs within the cemetery on an annual basis.
3. Loam and seed any area that has sunk around burial plots.
4. Cut trees that have grown wild and are less than 6" in diameter.
5. Cut back any shrub or bush that has growth beyond the boundaries of any burial lot. This will require contacting family members.
6. Repair any broken stone that has not been repaired by a family member.
7. Loam and seed bare spots within the cemetery.



The animal place

13.

4-21-16

April 12, 2016

Wendy Wiles-Scott
Town of Hermon
PO Box 6300
Hermon, ME 04402

Dear Ms. Wiles-Scott:

The time has come again to renew agreements and update our contact information for your municipality. The contract rate per capita is remaining the same as for 2015/2016. We used the 2015-2016 Maine Municipal Association's latest population figures to determine your annual contract amount. We are enclosing for your convenience the following information:

1. **2016/2017 Contract Renewal Addendum** – *Please sign and return to the Bangor Humane Society by May 1st, 2016.*
2. **Municipal Stray Contract information Sheet** - Your municipality is responsible for setting the impound fee structure. This fee will be charged to the owner when reclaiming their stray pet. The charges for impound fees that you select will be returned to you each month along with a report detailing the strays received and returned from your municipality. *Please complete and return along with the renewal.*

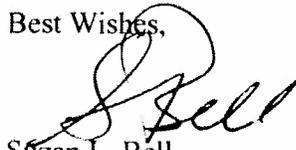
We would like to remind you that the current stray contract does not include:

- **Owner Surrenders:** We may accommodate owner-surrenders by prior arrangement if we have space. The ACO must have proper paperwork signed by the owner legally releasing the pet to the ACO.
- **Seized Animals:** Prior arrangements must be made to bring in seized pets.
- **Quarantined Pets:** BHS is licensed to quarantine a maximum of 2 dogs and two cats at a time. Prior arrangements must be made to bring in a quarantined pet. Additional fees will be charged the municipality.

We encourage you or your ACO to call us if you have any questions or need assistance with sheltering pets who are owner released, seized or in need of quarantine. Depending upon kennel availability, BHS will make every effort to assist you.

Thank you for choosing to contract with the Bangor Humane Society. We look forward to providing this important service for your residents for many years to come. You are most welcome to stop by and tour our facility. And of course please do not hesitate to contact us if you have any questions.

Best Wishes,



Suzan L. Bell

Executive Director
942-8902 ext. 105
sbell@bangorhuman.org

693 Mt. Hope Avenue | Bangor, ME 04401
ph 207/942-8902 | fx 207/942-1223 | www.bangorhumane.org

#14.
4-21-16

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

administrative officer of the Town to perform the duties of the Manager until he/she shall return or his/her disability shall cease.

In the event the Town Manager becomes permanently disabled to the extent that he or she can no longer perform their regular job duties, or upon the death, the Town Council shall convene immediately to appoint an interim Town Manager.

Sec. 4.04 - POWERS AND DUTIES OF TOWN MANAGER

The Town Manager shall be the chief administrative officer of the Town. He/She shall be responsible to the Council for the administration of all Town affairs placed in his/her charge by or under this Charter. He/She shall have the following powers and duties:

(1) The Town Manager shall appoint the Town Clerk, Tax Assessor and department heads subject to the confirmation of the Town Council and shall have the power to remove such appointees when necessary. He/She shall appoint and remove when necessary all other administrative officers and Town employees, except as he/she may authorize the head of department or office to appoint and remove subordinates in such department or office and except as otherwise provided in this Charter.

(2) To direct and supervise the administration of all departments, offices and agencies of the Town, except as otherwise provided by this Charter or by law.

(3) To attend Council Meetings and shall have the right to take part in discussions but may not vote.

(4) To see that all laws, provisions of this Charter and acts of the Council, subject to his/her direction and supervision, are faithfully executed.

(5) To prepare and submit the annual budget and capital program to the Council.

(6) To submit to the Council and make available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year.

(7) To make such other reports as the Council may require concerning the operations of Town departments, offices and agencies subject to his/her direction and supervision.

(8) To keep the Council fully advised as to the financial condition and future needs of the Town and make such recommendations to the Council concerning the affairs of the Town as he/she deems desirable.

(9) To prepare a personnel policy and job descriptions as required, to be proposed to the Council, and the Council may, adopt them with or without amendment.

(10) He/She, or an official designated by him/her, shall assist, insofar as possible, residents and taxpayers in discovering their lawful remedies in cases involving complaints of unfair vendor, administrative and governmental practices.

(11) To perform such other duties as are specified in this Charter or may be required by the Council.

(12) Act as Treasurer for the Town of Hermon and obtain the necessary fidelity bonds

(13) Act as General Assistance Director for the Town of Hermon

(14) Act as Road Commissioner for the Town of Hermon

15.
4-21-16

MRC Proposal				PERC Proposal							
MRC/ 2.5	Reductic	Transpor	Total Per	Controllec	Total	PERC 2.5%	Reductior	Transport	Total Per	Tonnage	Total
Year	Cost	Ton	Tonnage	Cost	Year	Year	Year	Year	Year	Year	Year
Year 1 *	\$ 70.00	\$ 5.00	\$ 24.00	\$ 89.00	1975	\$ 84.36	\$ 16.00	\$ 68.36	1975	\$ 135,011.00	
Year 2	\$ 71.75	\$ 5.00		\$ 131,831.25	1975	\$ 86.50	\$ 16.00	\$ 70.50	1975	\$ 139,237.50	
Year 3	\$ 73.54	\$ 5.00		\$ 135,366.50	1975	\$ 88.63	\$ 16.00	\$ 72.63	1975	\$ 143,444.25	
Year 4	\$ 75.38			\$ 148,875.50	1975	\$ 90.85	\$ 16.00	\$ 74.85	1975	\$ 147,828.75	
Year 5	\$ 77.27			\$ 152,608.25	1975	\$ 93.12	\$ 16.00	\$ 77.12	1975	\$ 152,312.00	
Year 6	\$ 79.20			\$ 156,420.00	1975	\$ 95.45	\$ 16.00	\$ 79.45	1975	\$ 156,913.75	
Year 7	\$ 81.18			\$ 160,330.50	1975	\$ 97.83	\$ 16.00	\$ 81.83	1975	\$ 161,614.25	
Year 8	\$ 83.21			\$ 164,339.75	1975	\$ 100.27	\$ 16.00	\$ 84.27	1975	\$ 166,433.25	
Year 9	\$ 85.29			\$ 168,447.75	1975	\$ 102.78	\$ 16.00	\$ 86.78	1975	\$ 171,390.50	
Year 10	\$ 87.42			\$ 172,654.50	1975	\$ 105.35	\$ 16.00	\$ 89.35	1975	\$ 176,466.25	
Year 11	\$ 89.61			\$ 176,979.75	1975	\$ 107.99	\$ 16.00	\$ 91.99	1975	\$ 181,680.25	
Year 12	\$ 91.85			\$ 181,403.75	1975	\$ 110.69	\$ 16.00	\$ 94.69	1975	\$ 187,012.75	
Year 13	\$ 94.14			\$ 185,926.50	1975	\$ 113.45	\$ 16.00	\$ 97.45	1975	\$ 192,463.75	
Year 14	\$ 96.50			\$ 190,587.50	1975	\$ 116.29	\$ 16.00	\$ 100.29	1975	\$ 198,072.75	
Year 15	\$ 98.91			\$ 195,347.25	1975	\$ 119.20	\$ 16.00	\$ 103.20	1975	\$ 203,820.00	
				29625		\$ 2,496,893.75		**29,625 X \$16= \$474,000	29625		\$ 2,513,701.00

MRC Issues
 Unacceptable Waste: Subject to losses due to unacceptable waste that causes damage to process system or personnel. Limit of damage to municipality is \$400,000 per occurrence
 Deficiency Reserve- Members pay the cost of overall aggregate less than 150,000 tons annually. Concern some communities committed commercial waste tht is not in their control.
 Bypass-if the plant is not constructed members have to go to Norridgewock. Additional cost of \$24 per ton for Hermon.
 Tipping Fee is subject to change beyond the annual CPI.
 Possible rebates but not sure the amount. All rebates controlled by MRC. Not a Fundamental matter
 If you do not join and go back later then you have to pay all your reserve money back and still do not receive rebates
 *Assumed Bridge waste for year 1

PERC issues:
 Must receive 180,000 tons or contract is terminated
 Bypass if long term could mean paying to transport to NH.
 Not sure if it can perform at proposed tipping fee

Norridgewalk Proposal

MRC With Penalty

	Norridgewalk Proposal			MRC With Penalty			Total					
	MSW/2.5	Reductic	Transpor	Total Per	Controllec	Total	MRC 2.5%	Reductior	Transport	Total Per		
	\$	\$	\$	Ton	Tonnage	Cost	\$	\$	\$	Ton	Tonnage	Total
Year 1	\$ 64.50	\$ 16.00	\$ 24.00	\$ 72.50	1975	\$ 143,187.50	\$ 72.21	\$ 5.00	\$ 24.00	\$ 91.21	1975	\$ 180,139.75
Year 2	\$ 66.11	\$ 16.00	\$ 24.60	\$ 74.71	1975	\$ 147,552.25	\$ 74.02	\$ 5.00	\$ 24.00	\$ 93.02	1975	\$ 183,714.50
Year 3	\$ 67.76	\$ 16.00	\$ 25.22	\$ 76.98	1975	\$ 152,035.50	\$ 75.87	\$ 5.00		\$ 70.87	1975	\$ 139,968.25
Year 4	\$ 69.46	\$ 16.00	\$ 25.84	\$ 79.30	1975	\$ 156,617.50	\$ 77.76			\$ 77.76	1975	\$ 153,576.00
Year 5	\$ 71.20	\$ 16.00	\$ 26.49	\$ 81.69	1975	\$ 161,337.75	\$ 79.71			\$ 79.71	1975	\$ 157,427.25
Year 6	\$ 72.98	\$ 16.00	\$ 27.15	\$ 84.13	1975	\$ 166,156.75	\$ 81.70			\$ 81.70	1975	\$ 161,357.50
Year 7	\$ 74.80	\$ 16.00	\$ 27.83	\$ 86.63	1975	\$ 171,094.25	\$ 83.74			\$ 83.74	1975	\$ 165,386.50
Year 8	\$ 76.67	\$ 16.00	\$ 28.52	\$ 89.19	1975	\$ 176,150.25	\$ 85.83			\$ 85.83	1975	\$ 169,514.25
Year 9	\$ 78.59	\$ 16.00	\$ 29.25	\$ 91.84	1975	\$ 181,374.13	\$ 87.98			\$ 87.98	1975	\$ 173,760.50
Year 10	\$ 80.56	\$ 16.00	\$ 29.97	\$ 94.53	1975	\$ 186,696.75	\$ 90.18			\$ 90.18	1975	\$ 178,105.50
Year 11	\$ 82.57	\$ 16.00	\$ 30.72	\$ 97.29	1975	\$ 192,147.75	\$ 92.43			\$ 92.43	1975	\$ 182,549.25
Year 12	\$ 84.63	\$ 16.00	\$ 31.49	\$ 100.12	1975	\$ 197,737.00	\$ 94.75			\$ 94.75	1975	\$ 187,131.25
Year 13	\$ 86.75	\$ 16.00	\$ 32.27	\$ 103.02	1975	\$ 203,464.50	\$ 97.11			\$ 97.11	1975	\$ 191,792.25
Year 14	\$ 88.93	\$ 16.00	\$ 33.08	\$ 106.01	1975	\$ 209,369.75	\$ 99.54			\$ 99.54	1975	\$ 196,591.50
Year 15	\$ 91.15	\$ 16.00	\$ 33.91	\$ 109.06	1975	\$ 215,393.50	\$ 102.03			\$ 102.03	1975	\$ 201,509.25
				29625		\$ 2,660,315.13					29625	\$ 2,622,523.50

MRC Penalty and Recycling

MRC with Recycling

	MSW/2.5	Reductic	Transpor	Total Per Tonnage	Total Annual Cost	MRC/ 2.5	Reductior	Transport	Total Per Ton	Controllec	Total Cost
				Ton					Ton	Tonnage	Cost
Year 1	\$ 72.21	\$ 5.00	\$ 24.00	\$ 91.21	\$ 90,115.48	\$ 70.00	\$ 5.00	\$ 24.00	\$ 89.00	988	\$ 87,932.00
Year 2	\$ 74.02	\$ 5.00	\$ 24.00	\$ 93.02	\$ 91,903.76	\$ 71.75	\$ 5.00		\$ 66.75	988	\$ 65,949.00
Year 3	\$ 75.87	\$ 5.00		\$ 70.87	\$ 70,019.56	\$ 73.54	\$ 5.00		\$ 68.54	988	\$ 67,717.52
Year 4	\$ 77.76			\$ 77.76	\$ 76,826.88	\$ 75.38			\$ 75.38	988	\$ 74,475.44
Year 5	\$ 79.71			\$ 79.71	\$ 78,753.48	\$ 77.27			\$ 77.27	988	\$ 76,342.76
Year 6	\$ 81.70			\$ 81.70	\$ 80,719.60	\$ 79.20			\$ 79.20	988	\$ 78,249.60
Year 7	\$ 83.74			\$ 83.74	\$ 82,735.12	\$ 81.18			\$ 81.18	988	\$ 80,205.84
Year 8	\$ 85.83			\$ 85.83	\$ 84,800.04	\$ 83.21			\$ 83.21	988	\$ 82,211.48
Year 9	\$ 87.98			\$ 87.98	\$ 86,924.24	\$ 85.29			\$ 85.29	988	\$ 84,266.52
Year 10	\$ 90.18			\$ 90.18	\$ 89,097.84	\$ 87.42			\$ 87.42	988	\$ 86,370.96
Year 11	\$ 92.43			\$ 92.43	\$ 91,320.84	\$ 89.61			\$ 89.61	988	\$ 88,534.68
Year 12	\$ 94.75			\$ 94.75	\$ 93,613.00	\$ 91.85			\$ 91.85	988	\$ 90,747.80
Year 13	\$ 97.11			\$ 97.11	\$ 95,944.68	\$ 94.14			\$ 94.14	988	\$ 93,010.32
Year 14	\$ 99.54			\$ 99.54	\$ 98,345.52	\$ 96.50			\$ 96.50	988	\$ 95,342.00
Year 15	\$ 102.03			\$ 102.03	\$ 100,805.64	\$ 98.91			\$ 98.91	988	\$ 97,723.08
				14820	\$ 1,311,925.68					14820	\$ 1,249,079.00

Bridge and Fiberight Failure

Cassella Recycling

	MSW/2.5	Reductic	Transpor	Total Per Tonnage	Total Annual Cost	Cassella/ Reductior	Transport	Total Per Controllerc	Total Cost	
			Ton	Tonnage	Cost			Ton	Tonnage	
Year 1	\$ 62.00	\$ 24.00	\$ 86.00	1975	\$ 169,850.00	\$ 55.00	\$ 184.00	\$ 79.00	423	\$ 33,417.00
Year 2	\$ 63.55	\$ 24.60	\$ 88.15	1975	\$ 174,096.25	\$ 56.38	\$ 188.60	\$ 244.98	423	\$ 103,626.54
Year 3	\$ 65.13	\$ 25.22	\$ 90.35	1975	\$ 178,441.25	\$ 57.78	\$ 193.32	\$ 251.10	423	\$ 106,215.30
Year 4	\$ 66.77	\$ 25.84	\$ 92.61	1975	\$ 182,904.75	\$ 59.23	\$ 198.14	\$ 257.37	423	\$ 108,867.51
Year 5	\$ 68.44	\$ 26.49	\$ 94.93	1975	\$ 187,486.75	\$ 60.71	\$ 203.10	\$ 263.81	423	\$ 111,591.63
Year 6	\$ 70.18	\$ 27.15	\$ 97.33	1975	\$ 192,226.75	\$ 62.23	\$ 208.18	\$ 270.41	423	\$ 114,383.43
Year 7	\$ 71.93	\$ 27.83	\$ 99.76	1975	\$ 197,026.00	\$ 63.78	\$ 213.38	\$ 277.16	423	\$ 117,238.68
Year 8	\$ 73.73	\$ 28.52	\$ 102.25	1975	\$ 201,943.75	\$ 65.37	\$ 218.72	\$ 284.09	423	\$ 120,170.07
Year 9	\$ 75.58	\$ 29.25	\$ 104.83	1975	\$ 207,029.38	\$ 67.01	\$ 224.19	\$ 291.20	423	\$ 123,177.60
Year 10	\$ 77.47	\$ 29.97	\$ 107.44	1975	\$ 212,194.00	\$ 68.69	\$ 229.79	\$ 298.48	423	\$ 126,257.04
Year 11	\$ 79.41	\$ 30.72	\$ 110.13	1975	\$ 217,506.75	\$ 70.40	\$ 235.54	\$ 305.94	423	\$ 129,412.62
Year 12	\$ 81.39	\$ 31.49	\$ 112.88	1975	\$ 222,938.00	\$ 72.16	\$ 241.42	\$ 313.58	423	\$ 132,644.34
Year 13	\$ 83.43	\$ 32.27	\$ 115.70	1975	\$ 228,507.50	\$ 73.97	\$ 247.46	\$ 321.43	423	\$ 135,964.89
Year 14	\$ 85.51	\$ 33.08	\$ 118.59	1975	\$ 234,215.25	\$ 75.82	\$ 253.65	\$ 329.47	423	\$ 139,365.81
Year 15	\$ 87.65	\$ 33.91	\$ 121.56	1975	\$ 240,081.00	\$ 77.71	\$ 259.99	\$ 337.70	423	\$ 142,847.10
				29625	\$ 3,046,447.38				6345	\$ 1,745,179.56

MSW

Will only offer two 5 year agreements

Limited capacity to 2025

Cost of transportation is \$24 per ton

** Balance of tipping fee reserve \$475,000