



Town of Hermon
Public Safety Meeting Room
June 30, 2016
Town Council Meeting
7:00 PM
AGENDA

*** 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
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES,
And APPROVAL OF MINUTES:
WARRANTS. –SIGN July 1, 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 approving contract with PERC or MRC regarding post PERC 2018
 - #2. Consider authorizing contract with Sutherland & Weston for website development and marketing



#3. Discuss matter pertaining to proposed ordinance titled “ Public Safety Wrecker Towing Rotation and Services.

B. NEW BUSINESS

#4. Consider accepting proposal from B & B Paving for improvements to Printer Way.

#5. Consider authorizing expenditure for purchase and installation of cameras for Jackson Beach.

#6. Consider authorizing expenditure from TIF revenues for legal services to prepare documents for TIF Districts and Credit Enhancement Agreements.

#7. Adopt Salary and Wages Schedule for the period 7-1-2016 to 6-30-2017.

#8. Consider approving contract with the Penobscot Sheriff’s Office for administrative, supervisory and part-time law enforcement services.

#9. Approve Local Road Assistance Program for the period 7-1-2016 to 6-30-2017.

#10. Consider carrying forward balances for two accounts to the next fiscal year.

#11. Consider establishing a committee to pursue development of property adjacent to the High School including the development of a site plan identifying potential sites for an outdoor track.

#12. Consider authorizing Town Manager to obtain the services Plymouth Engineering to assist with a wetland issue on property owned by the Town.

C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

XI. MANAGER STATUS REPORT:

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

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

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

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

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

MEMORANDUM

To: Members of the Town Council
From: Roger Raymond, Town Manager
Re: Town Council Meeting June 30, 2016
Date: June 24, 2016

Consider approving contract with PERC or MRC regarding post PERC 2018- I have attached as part of your meeting packet a letter from James Katsiaficas regarding questions addressed to him relating to the PERC Agreement and the MRC Joinder Agreement. In addition, I have also included a Waste Disposal Agreement Addendum from PERC outlining changes Jim was able to negotiate with PERC that he felt were necessary to assure municipalities some level of protection. Council members will be asked to make an official and final decision what option, if any, to choose once the PERC agreement terminates April 1, 2018. If you as a council member would feel better having Jim at the meeting, please let me know by Monday so that I can determine his availability and schedule him to be at the meeting.

Consider authorizing contract with Sutherland & Weston for website development and marketing- Funds were included in the 2016-2017 Capital Improvement budget to upgrade the Town's current website. The firm Sutherland-Weston currently provides this service to the Town. The proposed cost for design and implementation of the new website is \$9,330 plus \$900 annually for website hosting, security and monitoring. The total budget amount approved at Town Meeting for the project was \$11,000.

Discuss matter pertaining to proposed ordinance titled "Public Safety Wrecker Towing Rotation and Services- A public hearing was scheduled for June 23, 2016 to hear public comment on this issue. Since the meeting was not held and if the Town Council chooses to pursue implementation of the ordinance, a new public hearing will need to be scheduled. The Sheriff's Office has shared concern regarding the proposed ordinance since in some cases it contradicts with the County's wrecker service program. The Sheriff has agreed to address the Council's concerns hopefully eliminating the need for implementation of an ordinance by the Town. The Sheriff's Office has requested the opportunity to address the Council's concerns before the Council considers adopting an ordinance. Since the Sheriff provides administrative and supervisory law enforcement services to the Town of Hermon, having two policies regarding this issue could cause confusion on the part of Regional Dispatching Services as well as the Sheriff's Department. I will be asking the Sheriff or Deputy Chief to be at the meeting to discuss the matter with the Council.

Consider accepting proposal from B & B Paving for improvements to Printer Way- Funds were approved in the amount of \$70,000 at Annual Town Meeting to improve 600' of Printers Way. B & B paving currently has a contract with the Town to provide and lay pavement and reclaim Hermon roads. B & B Paving has proposed to reclaim, add reclaimed material to the current road base and pave with binder and surface to a depth of 3.5 inches for 950 feet or all of Printers Way for a total cost of \$43,207.04. I have enclosed a copy of the proposal for your review.

Consider authorizing expenditure for purchase and installation of cameras for Jackson Beach- The Capital Improvement Plan calls for installing surveillance cameras at Jackson Beach. The estimated cost to complete the project is \$3,518.62. The Town Council will be asked to authorize the expenditure from Jackson Beach Reserve Account. I have included a copy of the estimate for your review.

Consider authorizing expenditure from TIF revenues for legal services to prepare documents for TIF Districts and Credit Enhancement Agreements- The Town Council approved four new TIF Districts and three new Credit Enhancement Agreements. The legal service to complete the work totaled \$16,400. The businesses will be reimbursing \$10,500 to the town for their share of the cost. It is recommended the cost be charged to TIF Revenue Account.

Adopt Salary and Wages Schedule for the period 7-1-2016 to 6-30-2017- The Town Council will be asked to adopt a wage and salary scale for the period 7-1-2016 to 6-30-2017. I will forward a copy of the pay schedule on Monday, June 27.

Consider approving contract with the Penobscot Sheriff's Office for administrative, supervisory and part-time law enforcement services- The Town's contract with the Sheriff's Office expires June 30, 2016. I have attached a copy of the proposed contract for your review. The proposed changes are highlighted. The contract is proposed for three years. The Sheriff is requesting the Town Council use the three year period to decide if the Town wants to develop its own department or whether the Town will desire to have the Sheriff's Office provide the services. The Sheriff has suggested the matter be referred to the Community Policing Committee to discuss and refer a recommendation to the Town Council. I have enclosed a copy of the Sheriff's contract for your review.

Approve Local Road Assistance Program for the period 7-1-2016 to 6-30-2017- Each year all municipalities in Maine are required to complete a Local Road Assistance Program (LRAP) Certification that LRAP funds are used solely for capital improvements in non-compact towns. I am requesting the Council allow me to complete the form, sign and return it to the Maine Department of Transportation.

Consider carrying forward balances for two accounts to the next fiscal year- The Finance Committee has requested the Town Council carrying forward the funds received for the sale of the tanker and Unit 412 to the ensuing year so the funds may be transferred by the citizens to the Fire Equipment Reserve Account. The amount is \$12,500.

Consider establishing a committee to pursue development of property adjacent to the High School including the development of a site plan identifying potential sites for an outdoor track- The Town Council will be asked to appoint a committee consisting of one town council member, one school board member, Recreation Director, Economic and Community Development Director, Athletic Director, administrator at the High School and up to five citizens at large to oversee a study to develop a portion of land owned by the Town for recreational purposes including the development of an outdoor track, and their findings be returned to the Town Council for consideration. The Town Manager and Superintendent of Schools will serve as ex-officio members of the committee.

Consider authorizing Town Manger to obtain the services Plymouth Engineering to assist with a potential wetland matter- I am recommending to the Town Council obtain the services of Plymouth Engineering to review the site adjacent to the High School property to determine whether there are any issues with wetlands. The estimated cost for this service is \$2,000 which I propose be paid from the Recreation Reserve Account.

#1. 6-30-16

From:  <jkatsiaficas@perkinsthompson.com> 6/23/2016 12:55:24 PM
Subject: Letter to Town Council and PERC Waste Disposal Agreement Adde...
To:  **Roger Raymond**
Cc:  <msnow@perkinsthompson.com>



Attachments:  Letter to Town Council 6-23-2016 (P1173457x9F873).pdf / Uplo...
 Waste Disposal Agreement Addendum 6-23-2016 Revised (P11...

Roger:

Attached please find our letter to the Hermon Town Council regarding the questions you had asked us on June 13, 2016.

Also attached is the Addendum to the PERC Waste Disposal Agreement, with the changes that PERC's counsel Craig Nelson, Esq. and I have arrived at.

Thank you for asking us to assist the Town of Hermon in this matter, and please let me know if you have any questions or comments on the attached materials or need any additional assistance.

Regards,

Jim

James N. Katsiaficas
Attorney

PERKINS THOMPSON

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From: James N. Katsiaficas

June 23, 2016

Hermon Town Council
c/o Roger Raymond, Town Manager
PO Box 6300
Hermon, ME 04402

Re: MRC/PERC Agreements

Dear Councilors:

The Hermon Town Council is facing a decision by June 30, 2016 as to how the Town's residential municipal solid waste (MSW) will be disposed of over the next 10 or more years. One alternative, with an initial 15-year term and initial tipping fee of \$70 per ton, is offered by the Municipal Review Committee (MRC) through its agreement with Fiberight. Another alternative, with an initial 10 or 15-year term and initial tipping fee of \$89.57 or \$84.36 respectively, is offered by the Town's current solid waste disposal provider, Penobscot Energy Recovery Company, Limited Partnership (PERC). Other alternatives for some or all of the Town's MSW include ecomaine, Crossroads Landfill, and Exeter Agri-Cycle, as well as increased recycling by Casella/Pine Tree Waste.

This letter report focuses on the MRC and PERC alternatives. We previously reviewed and assisted in obtaining changes favorable to Hermon in MRC's proposed Joinder Agreement (for municipalities that elect to participate in the MRC/Fiberight proposal.) As part of the current assignment we have reviewed subsequent changes to MRC's agreements and have reviewed the contents of an email received from George Aronson regarding the Town's concern with language in the Joinder Agreement pertaining to Unacceptable Waste and Flow Control. We also have reviewed and negotiated issues in the PERC Waste Disposal Agreement which are outlined below, and have reviewed MRC's May 24, 2016 letter to MRC Members raising concerns about PERC's ability to enter into long-term solid waste agreements.

The Town has presented the following questions to us:

1. *Review George [Aronson]'s email regarding Unacceptable Waste and Flow Control and advise the Town Council what impact the proposed changes will have for member communities.*

In our review of the MRC documents earlier this year, several issues were discussed, two of which are the subject of George Aronson's May 26, 2016 email.

Unacceptable Waste. One issue is Unacceptable Waste. Unacceptable waste under both MRC and PERC agreements includes hazardous waste, petroleum waste, flammable waste, sludges and other wastes whose characteristics make them inappropriate for disposal at these facilities. The handling, processing and incineration of Unacceptable Waste can cause contamination, personal injury, and facility damage or interruption.

The current PERC agreements require the Town to immediately remove Unacceptable Waste from the PERC Facility or to reimburse PERC for all clean-up costs if the Town is identified as the source of the waste. I understand that PERC has assisted with identification and removal of Unacceptable Waste to minimize major issues of contamination, injury and facility damage or shutdown. The new PERC Waste Disposal Agreement contains the Municipality's agreement "to use its best efforts to avoid delivering any Unacceptable Waste to the PERC Facility" and states that the Municipality "shall not knowingly mix any Unacceptable Waste with Acceptable Waste." Under that Agreement, PERC and the Town cross-indemnify each other for damages and claims arising out of negligent or willful acts or omissions.

The initial Joinder Agreement requires the Town to indemnify and hold harmless MRC and Fiberight for any liability, claim or damage arising from delivery by or on behalf of the Town of Unacceptable Waste to the Fiberight Facility. The Town's concern is that the Joinder Agreement's Unacceptable Waste provision creates greater potential liability for the consequences of delivery of Unacceptable Waste than do PERC's current and proposed agreements and current practices, especially because Fiberight did not agree to assume the role PERC has accepted of attempting to identify and remove Unacceptable Waste and the Town's insurance may not provide coverage.

Mr. Aronson's email states that MRC has proposed revisions to its Master Waste Supply Agreement with Fiberight to require Fiberight to identify and remove Unacceptable Waste from waste delivered to its Facility and to have Fiberight confirm that any Unacceptable Waste delivery incident with a cost of \$1 million or more would be treated as an event of force majeure.

MRC has shared a draft of an Amendment to the Master Waste Supply Agreement (Amendment) with us. It does state that certain events of delivery of Unacceptable Waste to MRC would be considered a force majeure, but these would be where costs are more than \$1 million in excess of any insurance coverage or proceeds from negligent parties, not just in excess of \$1 million in costs. (As an aside, the amendment also proposes to reduce the total municipal Delivery Commitment from 150,000 TPY to a number still to be provided. We understand that MRC/Fiberight have received draft DEP air, solid waste and NRPA permits for the larger amount, but that actual construction and operation may be scaled to 110,000 TPY of MSW.)

An event of force majeure (unforeseen circumstances that prevent performance of a contract) means that the obligations of the party claiming a force majeure are suspended during the time the event continues. Here, that party is required to prepare a force majeure plan to address the event. Fiberight would prepare a force majeure plan, which may include impact tipping fees and rebates, requiring an amendment to the Master Waste Supply Agreement, but requiring only notice and an opportunity to be heard for Joining Members. (An exception to Section 4.4 of the

Joinder Agreement provides that in cases of force majeure, MRC may amend the Tipping Fee without also amending the Joinder Agreement.)

He also agreed with our previous comments that it makes sense for MRC to play a role in coordinating household hazardous waste programs among its members. This would help to keep such Unacceptable Waste from being delivered to Fiberight.

Flow Control Ordinances. In addition, Mr. Aronson's email states that MRC has requested a clarification from Fiberight that invalidation of an existing flow control ordinance would qualify as a change in law that would trigger the force majeure process and has requested that Fiberight agree to waive delivery sufficiency payments that might result from such invalidation. Mr. Aronson states that in turn, Fiberight has requested that MRC and affected Municipalities commit to mitigate impacts of flow control ordinance invalidation. The draft Amendment from MRC is consistent with these statements.

Municipalities adopted solid waste flow control ordinances in the 1980s and 1990s to direct that all solid waste generated within the municipality be disposed of at a particular facility with which the municipality had a contract, or owned and operated. The U.S. Supreme Court initially invalidated all solid waste flow control ordinances in 1984 as discriminating against interstate commerce by favoring a specific facility. In 2006, however, the Supreme Court modified this holding to uphold a flow control ordinance that supported a publicly-owned and operated facility. Thus, the current state of the law is that solid waste flow control ordinances cannot be relied upon to direct the MSW that is not under the municipality's control to private facilities. Fiberight is privately owned, although MRC, a Maine non-profit corporation, aggregates the MSW from its municipal members for Fiberight and leases the land on which Fiberight will construct its plant.

Under the changes described by Mr. Aronson, if Joining Members of MRC, despite the at best uncertain validity of flow control ordinances under these facts, nonetheless assume they can use flow control ordinances to direct waste that is not under their control to Fiberight, and provide MRC and Fiberight with MSW estimates based upon solid waste originating within their boundaries that they may not be able to control, problems can arise. If solid waste is diverted by haulers and MRC has insufficient MSW, Fiberight could assess a delivery sufficiency payment on MRC; MRC could use its fund to be set aside for this purpose and then assess payments on members to pay any remaining deficiency. After any litigation over flow control ordinances is concluded, if they are invalidated, Fiberight would not assess delivery sufficiency payments, but could declare a force majeure. As noted above, a force majeure would allow Fiberight to present a plan that includes tipping fee increases and/or rebate reductions to address the loss of waste. Neither Fiberight nor MRC has said who would pay the legal fees and costs necessary to defend the validity of municipal flow control ordinances if solid waste haulers and others were to litigate the issue.

An alternative resolution is to require those municipalities that, despite the current state of the law, are relying on solid waste flow control to deliver all of the waste generated within their boundaries, and not just that under their direct control, to MRC, to bear the costs of litigation and

of impacts to MRC/Fiberight, such as payment of the delivery sufficiency charges, rather than pass the impacts of their individual decisions through to all members in the form of assessments or of increased Tipping Fees or decreased rebates.

However, a way to avoid such litigation and cost risk is for each municipality to prepare its Estimated Delivery Amount based solely upon what it or its contract hauler collects and delivers, and not upon what else is collected within municipal boundaries by private haulers. This also would provide a more accurate baseline of MSW that is under Joining Members' direct control and is available to MRC/Fiberight to better determine the Fiberight facility's appropriate size.

2. *Review the PERC Waste Disposal Agreement in regards to the validity of the items addressed by letter received from the MRC dated May 24, 2016 titled "Information for Departing Members Signing-up with PERC."*

Based on a review of the Fifth Amended and Restated Agreement of Limited Partnership of PERC, LP (the "Agreement") and legal research, it appears that the May 24 MRC memo raises some potentially valid concerns regarding the ability of PERC to do anything after December 31, 2018 except liquidate, absent MRC consent, but these concerns may or may not present the absolute bar to PERC's plans that MRC suggests. By the terms of the Agreement, the limited partnership may, in fact, terminate on December 31, 2018, but MRC's memo fails to add that this is not a certainty, and provides an incomplete analysis of what the partnership could still do during the 'winding up' phase following any such termination.

Although the Agreement states a term ending on December 31, 2018, it also states that if USAE, PERC Holdings and MRC all agree to extend the partnership, the partnership will not terminate. MRC has argued that with an alleged 80% of MRC members committed (as it claims) to a competing project, MRC will not give the needed consent to extension. Were this an immutable fact, the memo's conclusion that any extension of PERC's ability to conduct business (beyond a winding up) after 2018 would appear to be well-founded. It is not clear, however, that MRC's membership will necessarily be or remain opposed to giving such consent at all times between now and the December 1, 2018 deadline for giving such consent (30 days prior to termination), and so it does not necessarily follow that a termination will occur.

Nor is clear that PERC is unable to legally enter into long term contracts extending beyond the partnership's stated term, in general. We have found no such categorical prohibition in Maine law. MRC may bring legal action to seek to prevent or challenge the entry into such contracts, but it not clear that the partnership's power to enter into contracts can be limited by such a contingency (one of many that might impact its future prospects). The question may devolve to an examination of the 'business judgment rule' in which many factors may play a part and outcomes vary. Assuming management is justified in planning for a future that includes both immediate and longer term benefits to the enterprise and has a contingency plan for the potential entry into a mandatory winding up phase before such benefits are fully realized, PERC may have the right to enter into the contracts, and one must then turn to MRC's argument that PERC's inability to extend the term of the partnership beyond December 31, 2018 would present an

impediment to any contemplated continuation of PERC's activities thereafter, beyond winding up its business.

Here, again, the situation is not quite as cut and dried as MRC suggests. Maine law contemplates that a 'winding up' must discharge the entity's contractual obligations, but also contemplates that the winding up may include realizing the benefit of those contracts. Maine law also requires that the winding up be completed in a 'reasonable time'. What is reasonable will depend on facts and circumstances. It has been held that a continuation of an enterprise's business, even for a period of years, may be warranted if it is necessary for the enterprise to realize the advantages of a contract. How many years may be the issue. Some courts (in other jurisdictions) have held that long term contracts of 'many years' might not be reasonable to perform; one case all but categorically rejected the reasonableness of a 32-year winding up period. It is possible that PERC could take the position that any winding up of its affairs starting in 2019 would entitle it to perform any then-extant long term waste contracts with the towns, requiring it to stay in business well beyond 2018. MRC might assert that a 'winding up' that contemplates performing long term waste contracts for many years is not reasonable, and it is not clear what outcome would result. However, one might also consider what alternative means there may be for winding up with respect to such contracts. One such alternative might be for PERC to transfer the contracts (if feasible) to a third party willing and able to assume them and pay their fair market value to PERC. It is possible that PERC may be able to form a new PERC-like entity to purchase the assets of PERC (including its contracts) upon PERC's termination and liquidation. Such a liquidation would be conducted by USAE under the terms of the Agreement, unless USAE is then bankrupt or defunct, in which case MRC would be in charge. Whoever liquidates the assets would be held to a good faith standard. It is possible that a competitive offer by a new PERC-like entity could be accepted in good faith by USAE. This would not require MRC consent and, under such a hypothetical scenario, the business of PERC could effectively be continued in the new entity, assuming all assets and contracts necessary to do so could be acquired by the new entity.

Based on our Thursday, June 16 telephone conversation with Attorney Craig Nelson, it appears that PERC is well aware of these legal issues, and is developing contingency plans to address them, including along the lines discussed above. PERC appears to be keeping its options open as to the path forward, which considering the fluidity of the situation may be the most it can do at this point. It appears to consider MRC change of heart, buyouts, and post-termination asset transfer all to be potentially viable options to address the legal question raised by the potential expiration of the PERC partnership.

In conclusion, the MRC memo raises a significant potential legal hurdle to PERC's plans as currently understood, but not an insurmountable one, and PERC is apparently aware of the issues and is developing contingency plans to address them. Potential avenues for PERC to continue with its plan may depend upon internal policy changes at MRC permitting the extension of the PERC partnership in some form, or upon an asset acquisition plan involving a new PERC-like entity. The ultimate feasibility of any such plan is uncertain, but the existence of such planning at least demonstrates that potential workarounds to the legal concerns raised by MRC are being actively considered, and if feasible, would be viable legal positions. They would not guarantee

that any MRC legal challenge would be defeated, but they would at least constitute a viable legal theory to overcome the legal argument raised by MRC.

3. *Review a side letter received from PERC Holdings dated April 14, 2016 regarding PERC's Section 5- Necessity of Delivery Obligations and Contingent Operating Plan for PERC Bypass for Closure. The conditions of this letter should be included as part of the contract.*
4. *Seek information that supports PERC's announcement that they have contracts with large solid waste disposal contractors to keep the facility in operation. The Town Council does not need to obtain copies of the agreement. We just want you to verify they will have adequate tonnage to operate successfully.*

The answers to questions 3 and 4 are closely related. I have spoken with PERC Attorney Craig Nelson, Esq., Robert Knudson, and Kevin Tritz, who authored the April 14, 2016 memorandum, and who provided information that addresses both questions

Delivery Obligations. As to delivery obligations, PERC added this provision to its form Waste Disposal Agreement because of our concern that there should be a date certain by which the municipalities know PERC has sufficient MSW to operate as a waste-to-energy (WTE) incinerator, and could terminate the Agreement without penalty if it did not. PERC's current capacity as a WTE incinerator is approximately 300,000 tons per year (TPY). PERC's business model after March 31, 2018, when the municipal contracts and the more favorable purchase price for electricity generated by PERC expire, is to strategically reduce overhead and maximize revenue by sorting waste in evening hours and incinerating MSW at peak electric usage times. In this way, PERC believes that it needs approximately 210,000 TPY to operate as a WTE facility. Therefore, PERC initially offered a 180,000 TPY minimum aggregate solid waste commitment from municipalities by February 18, 2017 which, if not achieved, would permit either party to terminate the Solid Waste Disposal Agreement.

Contingent Operating Plan. However, even if PERC cannot achieve MSW delivery commitments from municipalities and private haulers necessary to operate as a WTE facility, it has backup plans to continue operation as what is described in the solid waste industry as a "dirty MRF" (materials recovery facility), which is a "mixed waste processing system." PERC would remove remaining recyclables and wastes that may be processed separately and would landfill only the residuals that cannot be reused or recycled. PERC is considering the construction of regional transfer stations; expansion of organics processing; handling of such bulky or difficult-to-manage wastes as carpeting and mattresses; and other processing improvements as well as minimization of transportation costs. This is not the preferred waste strategy for PERC, but is a backup if MSW volumes are insufficient to allow it to operate as a WTE facility.

PERC Addendum. Because PERC has options for continued operation regardless of the volume of MSW available to it, PERC believes that it does not require a minimum MSW commitment, and so the first paragraph of Mr. Tritz' letter of April 14, 2016 suggests the provision be removed from the Solid Waste Disposal Agreement. The second paragraph of that letter speaks to PERC's option to convert its front end waste processing portion of the facility – the "tipping

floor” – into a transfer station for waste processing and loading as described above. While PERC officials state that they have entered into contracts for solid waste delivery to PERC, they will not state the aggregate tonnage or the duration of those agreements, citing confidentiality agreements with their customers. They maintain, however, that this information is irrelevant because PERC can operate either as a WTE or MRF, depending upon the MSW amounts that are available to it.

PERC has prepared a three-page Addendum to its Waste Disposal Agreement after our discussions with Attorney Nelson, Mr. Knudson and Mr. Tritz; we have reviewed it and have received a revision this morning, which still is being edited for details. That Addendum:

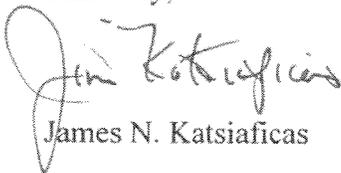
- Amends Section 3)(a) to permit a municipality to deliver Bypass Waste to Juniper Ridge Landfill or to the Backup Facility at North Country Landfill without requiring PERC’s prior written consent;
- Removes the Section 5) Feb. 2017 deadline for commitment of at least 180,000 TPY of solid waste;
- Adds officers and officials to the list of indemnified parties in Section 8;
- Adds a new Section 10) for Dispute Resolution, so that if a dispute is not resolved within 30 days after it is known to exist (because one party informs the other), then the parties will submit the matter to non-binding mediation. If after 30 days, mediation fails, either party may go to court;
- Revises Schedule A 2.) so that PERC will provide the Municipality with one year’s written notice that the current term (10 or 15 years) is about to expire, and the Municipality or PERC then has six months to terminate the Agreement, or else it will automatically renew on the same basis. Such a termination will not be termed a Deemed Termination or Municipality Termination and will not result in any payment under Schedule A, Section 6.).
- Amends Schedule A Section 5.) to include a new subsection (f) so that if Bypass Waste must be sent to Juniper Ridge Landfill or the North Country Landfill in Bethlehem, NH (the Backup Facility) on a permanent basis, PERC commits to using its best efforts to contain transportation costs. [Please note that under the new PERC Water Disposal Agreement, if PERC has temporary bypass (as during regular maintenance), then PERC will charge municipalities the standard tip fee and will pay for transportation to JRL, but not to Bethlehem, NH, and if the PERC facility closes permanently, then the Tipping Fee for JRL or Bethlehem, NH is \$60 per ton plus CPI, and the Municipality is responsible for transportation costs.]
- Amends Schedule A, Section 3.)(b) so that a change in Estimated Tonnage that does not result from diversion to another facility is not a “delivery failure” and does not constitute

a "Deemed Termination" under Sections 3.)(c) and 6.).

- Clarifies Schedule A, Section 3.)(a) that MSW reuse, reduction and recycling efforts that result in MSW amount reduction not only will not constitute a violation of the Agreement and will not result in assessment of a penalty, but also will not be a "Deemed Termination" under Sections 3.)(c) and 6.).

To conclude, this is a fluid situation, with both MRC/Fiberight and PERC continuing to refine their plans, estimates and documents. Both alternatives provide potential benefits, but each also presents its unique uncertainties and legal risks. MRC has extended the deadline to commit to sign the Joinder Agreement to June 30, 2016, and so the Town must make a decision shortly. We hope this letter satisfactorily answers the questions presented. Please let me know if you have any additional questions or comments.

Sincerely,



James N. Katsiaficas

NK/ems

cc: Mark P. Snow, Esq.

WASTE DISPOSAL AGREEMENT ADDENDUM

THIS WASTE DISPOSAL AGREEMENT ADDENDUM is made and entered into as of the _____ day of _____, 2016, by and between PENOBSCOT ENERGY RECOVERY COMPANY, LIMITED PARTNERSHIP, a Maine limited partnership [hereinafter referred to as "PERC"], and the Municipality of _____, Maine.

RECITALS:

WHEREAS, PERC and the Municipality entered into a certain Waste Disposal Agreement dated _____, 2016, with a term beginning on April 1, 2018; and

WHEREAS, PERC and the Municipality have reached an additional agreement with respect to certain revisions, changes, and amendments to the Waste Disposal Agreement described in the preceding paragraph and wish to memorialize those changes in writing;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises of the parties hereto, and the mutual benefits to be gained by the performance hereof, the parties agree to amend the above-described Waste Disposal Agreement [hereinafter referred to as the "Agreement"] as follows:

1. The second sentence of Section 3(a) of the Agreement is hereby amended to read as follows:

"The Municipality further agrees that, except for those instances where Acceptable Waste is delivered with the knowledge and consent of PERC pursuant to the terms contained in Section 5(a) and (b) of Schedule A to the Agreement, it will not deliver Acceptable Waste collected by a Municipality to any landfill or other solid waste disposal facility without first obtaining the prior written consent of PERC to do so."

2. Section 5 of the Agreement is hereby amended by deleting the third sentence, which presently reads as follows:

"PERC and the Municipality acknowledge and agree that the above-described necessary commitments for delivery and receipt of Acceptable Solid Waste from other municipalities and private businesses to assure the continued operation of the PERC Facility must occur on or before February 18, 2017 and must equal, in the aggregate, one hundred eighty thousand (180,000) tons per year."

3. The first sentence in Section 8 is hereby amended to read as follows:

"PERC agrees to indemnify, defend and hold harmless the Municipality and its managers, officers and officials, employees and agents, and the Municipality agrees to indemnify, defend and hold harmless PERC and its directors, officers, owners, managers, employees and agents, from and against all loss, liability, damage and

expense (including attorneys' fees and expenses incurred in enforcing this indemnification), arising out of or relating to (i) any breach by an indemnifying party of this Agreement, (ii) any negligent or willful act or omission of an indemnifying party, or (iii) any violation by an indemnifying party of applicable laws, regulations, permits or licenses."

4. The Agreement is hereby amended by adding the following new Section 10:

"10.) Dispute Resolution. In the event that a dispute should occur with respect to any of the subject matter of this Agreement, the parties agree that they will use their best efforts to resolve the dispute in a mutually acceptable manner. If a dispute has not been resolved by the parties within thirty (30) calendar days of the date on which it is determined to exist by the giving of written notice by one party to the other, the parties agree that any such dispute shall then be submitted to non-binding mediation before a neutral mediator to be chosen by mutual agreement of the parties within ten (10) calendar days. In the event that mediation is not successful in resolving a dispute within thirty (30) calendar days, either party shall have the right to have the dispute judicially resolved before the courts of the State of Maine."

5. The Agreement is hereby amended by renumbering the existing Section 10 under the heading "Miscellaneous" to be Section 11.
6. The Agreement is hereby amended in that part designated as Schedule A by revising the last paragraph of Section 2 to read as follows:

"The parties hereto agree that any Agreement signed for either a fifteen (15) year or ten (10) year term shall automatically renew on the same basis, unless otherwise terminated by either the Municipality or PERC within six (6) months of the commencement of the final year of the then existing term. PERC shall provide written notice to the Municipality at the commencement of the final year of the existing term of its contract with PERC of the fact that, unless the Municipality provides written notice to PERC within six (6) months of the date of that notice that it wishes to terminate the Agreement after the expiration of its then current term, the Agreement shall automatically renew under the provisions of this section. A termination by the Municipality pursuant to the provisions of this section shall not be considered a Deemed Termination under Sections 3(c) and 6(b) or a Municipality Termination under Section 6(a) of this Schedule A and will not result in a penalty being assessed against the Municipality. Also, any contract term that is less than ten (10) years shall be priced on a case-by-case basis and will be based on the then current market pricing. The pricing listed above is guaranteed through June 30, 2016."

7. The last sentence of Section 3(a) of that part of the Agreement designated as Schedule A is hereby amended to read as follows:

"PERC further acknowledges that any such efforts on the part of a Municipality shall not constitute a violation, shall not be considered a Deemed Termination pursuant to Sections 3(c) and 6(b) of this Schedule A and will not result in a penalty being assessed against the Municipality."

8. Section 3(b) of that part of the Agreement designated as Schedule A is hereby amended to read as follows:

“Both the Municipality and PERC believe that the amount of Estimated Tonnage as described above is unlikely to change materially over time. However, if there is a material change in the amount of the Estimated Tonnage, the Municipality will provide written notice to PERC that there has been a material change in the amount of the Estimated Tonnage that will be delivered to the PERC Facility. Any such change in the Estimated Tonnage pursuant to the provisions of this subsection shall not be considered a Deemed Termination pursuant to Sections 3(c) and 6(b) of this Schedule A and will not result in a penalty being assessed against the Municipality.”

9. Section 5 of that part of the Agreement designated as Schedule A is hereby amended by adding the following new subsection at the end thereof:

“(f) In the event that the provisions of this Section 5 concerning the disposition of Bypass Waste become operational and effective, PERC shall use its best efforts at the time of such occurrence to assist the Municipality in all reasonable manners to contain the cost of transporting the Bypass Waste, including, but not limited to, such possible means as the permitting and operation of the PERC Facility site as a transfer station to reduce transportation costs through economies of scale and the development of possible standby transportation contracts, which would be focused on the containment and predictability of future transportation costs in the event of the need for the transportation of Bypass Waste.”

10. In all other respects, the above-described Waste Disposal Agreement between PERC and the Municipality shall remain in full force and effect and shall only be further amended by written agreement of the parties hereto.

PERC:
THE PENOBSCOT ENERGY RECOVERY
COMPANY, LIMITED PARTNERSHIP

By: USA Energy Group, LLC
Its: General Partner

By: _____
Its: President

MUNICIPALITY:

By: _____
Its:

By: _____
Its:

By: _____
Its:

By: _____
Its:

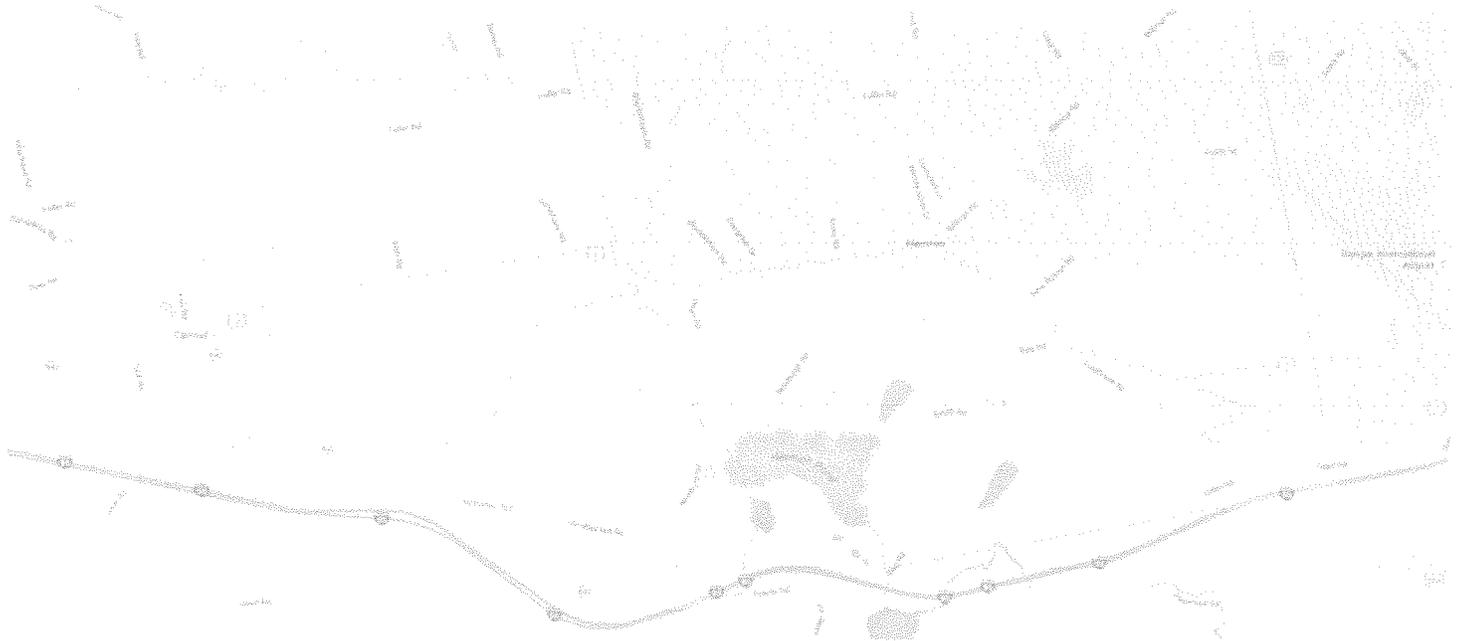
Sutherland • Weston
marketing communications

Website - Town of Hermon

TOWN OF HERMON • SUTHERLAND WESTON • 03.15.2016

SUBMITTED BY CARY WESTON

ABOUT YOU



Known for a business-friendly reputation, quality school system, upscale residential developments, and many recreational amenities that promote a healthy lifestyle, the Town of Hermon has become one of the fastest growing and most desirable residential and commercial communities in Eastern and Central Maine.

The Hermon Town Government is a Council form with an annual town meeting for budget adoption. Citizen involvement is encouraged as it's an important component of town operation. The town takes its fiscal and communication responsibility to its citizenship seriously and the website has grown to become a centralized component of the awareness, outreach and public relations efforts.

STATED CHALLENGES

Client's stated vision challenges include:

- Building a site that will showcase the town's many commercial, residential, recreational, cultural and educational and quality of life assets;
- Website should help citizens find information quickly and easily;
- Website should help the town promote its economic development opportunities and be a functional marketing tool to prospective businesses;
- Website should help staff provide more value to visitors and citizens alike with easily-accessible access to most requested information, data and materials.

Client's stated functional challenges include:

- Website should not only satisfy the town's immediate needs but be a tool that can expand as the needs of the town expand;
- Website needs to be beautiful, flexible, mobile-friendly, quick to load and have an admin area that allows for fast and easy updating of pages, content and products;
- Website should be built on a platform that will allow for expansion of functionality and features with ease;
- Website should include access to streaming videos, interactive PDF's and layered GIS integration.

Client's stated relationship challenges include:

- Trust in the website company to be a partner, to do what it says it will do and be there to support a growing community with strategic advice and creative ideas;
- Experience in working with communities and economic development initiatives to help guide through marketing challenges and public relations opportunities.

CHALLENGES MET

VISION:

Our vision for this website is to create a modern and vibrant digital presence and online resource that will serve the client's immediate needs and be able to adjust quickly and easily as the town's marketing and communication needs expand.

When complete, the site will not only serve as an online marketing and communications tool but a professionally branded complement to the face-to-face and networking economic development efforts taking place. It will help to tell your story and sell the impact and quality of life. The website will assist in inspiring confidence in the quality of the people, governance and

community at large.

Our goal is to make the website the envy of other communities and the standard by which their sites are measured against.

FUNCTION:

The new site will be built on the WordPress content management system and include the capacity to:

- Feature the ability to utilize big bold photography to showcase the beauty of the region;
- Expand easily to accommodate new pages and as well as quick editing of existing pages;
- Enable economic development inquiry forms to be submitted;
- Integrate moving video as well as sliding images as a visual content feature on pages;
- Provide integration for 3rd party tools that offer GIS, Video and interactive PDF utilities.

The new website will be fully mobile friendly and will automatically reconfigure to perform on computer screens of all sizes, tablets and phones without losing any functionality or presentation.

The site will be designed to perform well into the future as it will be built on top of a content management system that can be expanded and managed with ease for years to come. The easy to use admin area will allow for fast and easy expansion of forms, products, and location listings as needed in the future.

RELATIONSHIP:

Our goal is to help you increase sales by delivering advice, strategy and creative services that will provide practical, meaningful and measurable progress.

We promise to bring sincerity, authentic work ethic and sense of teamwork that will provide you with a trusted partner you'll turn to for the quick questions and big decisions.

REFERENCES:

- [City of Calais Reference Letter](#)
- [Town of Orono Reference Letter](#)

PROJECT GOALS

1. Visually impressive modern look and feel

The site will utilize a clean, well organized approach to menus and navigation systems. In addition, design will follow the brand standards set during brand development for your new logo, look and feel and feature use of large photos to gain visual appeal.

2. Mobile-friendly design

- The new site will feature a mobile-responsive design element which will automatically reconfigure to adjust to the size of the screen the website is being viewed on. The site will allow for featured mobile only banners, meaning priority items or featured spaces can be highlighted specifically for mobile viewers. The goal is to recognize the differences in viewing habits for phone users vs. computer users and put the highest need areas in front of mobile viewers.

3. Integrate interactive GIS and PDF elements

While the new site itself will not possess the toolkit to present GIS mapping and interactive PDF documents, it will be designed to welcome those capabilities from 3rd party vendors. While pricing for GIS mapping and interactive PDF documents vary from vendor to vendor and the depth of services and functionality requested, the new website will welcome the embedded capabilities of any chosen.

4. Enhanced search engine optimization

Each page in the new site will be developed following Google's recommended page structure methods. This will include focusing on the search phrases most commonly used by potential customers and developing a content framework that will provide the best opportunity for increased visibility within search results.

5. Password protected and private content areas

The website will feature the ability to password protect pages or provide access to only authorized users for any special content needs the town may have. The website will also assist in marketing and promotional efforts by providing the ability to create specific pages that can be tracked through digital marketing efforts – providing a level of activity tracking from marketing activities.

BUDGET

Our development quotes are made up of three key functions:

1. Graphic Design

Our team of designers work closely with the project managers to develop a custom-designed interface and graphic set that best matches your goals, your brand and your message. The design component also includes implementing ease of navigation, creation of buttons and calls to action components, as well as placement of all visual elements for maximum utility.

2. Coding & Programming

Our programming team works closely with the graphic designers to ensure the graphical vision comes to life exactly as designed. Our coding team works closely with our project managers to ensure all features, functions and specific needs for your project are considered and developed in the best possible manner.

3. Project Management, Content & Communication

Our project management team has the responsibility to not only find out all the details of your project but to bring the vision to life. They will work closely with you to make sure all goals are considered in design and functionality and your

site is ready to help you succeed well into the future. ***This project will also include significant content migration needs and time will be budgeted to handle priority levels of content migration.***

Website:

Graphic Design	\$1,100.00
Programming, Ecommerce & CMS Integration	\$5,100.00#
Project Management, Meetings & Communication	\$2,530.00*
Content Transfer (<i>bank of hours to be used based on priority areas outlined by client</i>)	\$600.00**
Something Fantastic	Included
Total:	\$ 9,330.00
<i>Website Hosting, Security & Monitoring</i>	<i>\$75/month(a)</i>

(*This estimate is based on anticipated 23 hours of project management, content creation and catalog management. Regular reports will be delivered to client. This was developed utilizing experience and information from previous e-commerce website builds.)#

(**This budget includes an allotment of time for content transferring at a reduced hourly rate of \$30/hr. This proposal includes 20 hours of time that will be prioritized based on content review with client to deem which pages and which content is of highest priority. Note -access to content administration will be provided to client as well during project. This is an optional budget item)

#Note:

Project hours for management, meetings communication are estimates and may need to be adjusted based on ongoing project needs. At approximately 75% of allocated use, project evaluation will deem if remaining balance is adequate. Extra hours needed will be quoted and approved before using.

(a) HOSTING TERMS

We know your website is the world's window to your company and is the heart of our client's daily business transactions. We know it has to work and work right. When issues arise, we know how important prompt, personal attention is to solving the problem.

- We are also well aware of the growing security risks and the mounting concerns they present to the security and stability of our clients websites and their data.

We take those concerns seriously and have surrounded ourselves with the most advanced tools and partners to help protect your asset and provide you with top notch service.

Our websites are built on the WordPress content management system, one of the most popular content management systems in the world. While this foundation provides for tremendous programming flexibility and a vast network of future modifications, it does require an advanced level of monitoring, upkeep and security considerations.

All sites we host are monitored 24/7 in real time by advanced computer scripts to track performance as well as daily by our quality support team from their data center. The sites we host are backed up daily and live in a secure and redundant environment that provides us swift recovery options should unforeseen failures or issues arise.

Our hosting package includes regular review and installation of both the WordPress software and any additional modules that may be installed.

****Our hosting, security and monitoring plan starts at \$75/ month** and is recommended to ensure optimal performance and stability with your new WordPress website. Advanced requirements or data needs may alter that monthly fee.

BILLING

The proposal is deemed accepted with the following received by Sutherland Weston:

1. Signed copy of this proposal
2. Signed copy of development agreement (to be mailed)
3. Receipt of project deposit (to be invoiced)

Deposit of 50% of programming and graphics (\$2,800) will initiate project.

Remaining balance will be billed monthly as incurred

Proposal is based on anticipated 23 hours of project management, content creation and catalog management. Regular reports will be delivered to client. At 75% of allocated use, project evaluation will deem if remaining balance is adequate. Extra hours needed will be quoted and approved before using. Project hours for management, meetings communication are estimates and may need to be adjusted based on ongoing project needs.

TIMELINE

Assuming our proposal is accepted by **Friday, March 25**, we can begin work on your project on **Monday, April 4**.

Assuming the project begins by **Monday, April 4**, we anticipate the website will go live on or near **Thursday, September 12** (or approximately 23 weeks)*.

(Changes in date the contract is awarded, scope, or direction may impact dates)

Acceptance

CLIENT NAME

CLIENT SIGNATURE

SUTHERLAND WESTON NAME

SUTHERLAND WESTON SIGNATURE



Penobscot County Sheriff's Office Standard Operating Procedure

Title: Emergency Road Services	Number: 61.04.03
Effective: 06/24/16	Pages: 9
Review Date:	Distribution: Law Enforcement
Rescinds:	CALEA Accreditation Standard:
Author:	Sheriff's Signature: <i>Sheriff Troy Morton</i> ™

I. PURPOSE:

Standards in this chapter govern many diverse traffic-related ancillary services performed by this agency. These services are basically activities having an indirect effect on traffic flow and response to citizen-generated request for assistance. The tasks include general assistance, emergency assistance, providing public information and directions, identifying and reporting roadway hazards, checking abandoned vehicles, and locating and recovering stolen vehicles.

II. POLICY:

The standards by which all traffic-related and ancillary services are to be delivered by deputies of the Penobscot County Sheriff's Office are as follows.

III. PROCEDURE:

1. Ancillary Services

1.1 Whether the deputy sheriff is on duty or off, and driving a county vehicle, except in an emergency situation, the deputy shall be expected to provide information and/or directions, assist stranded or disabled motorists in contacting the appropriate service for obtaining fuel, changing tires and making minor repairs. Nothing in this policy prevents the deputy from actually assisting in changing tires or making minor repairs.

1.2 It shall be the policy of the Penobscot County Sheriff's Office to provide for wrecker services for a variety of law enforcement and public needs, while ensuring that fair, equitable, efficient, safe, and insured wrecker services are utilized. In order to accomplish this

objective, a wrecker rotation of qualified, properly insured, wrecker services shall be maintained and utilized by all members of the Penobscot County Sheriff's Office. This rotation list shall be administered under the following guidelines.

1.2.1 Wrecker Service Requirements

- The County Commissioners have established a \$500,000 minimum garage keeper's insurance policy requirement to qualify as a department dispatched wrecker service. Companies must provide a copy of an insurance policy showing that their wreckers are insured to at least that amount.
- The wrecker service will be required to provide, annually, the Sheriff's Office with a copy of the current Garage Keeper's Policy to maintain an active status.
- Each wrecker company must maintain garage keeper's "On Hook" insurance of no less than \$50,000.00.
- Insurance companies must provide notice of any discontinued insurance policy to the Sheriff's Office. Each policy must certify that the Sheriff's Office is listed as "additionally insured" in the event of cancellation of an insurance policy or within 30 days of its expiration.
- The wrecker operator or other employee of the towing service shall clean the scene of all non-hazardous vehicle debris resulting from the crash. All debris shall be removed to the satisfaction of the deputy in charge of the scene prior to the wrecker(s) leaving the scene.
- If, in the opinion of the Sheriff, a wrecker service has provided sub-standard service, then the Sheriff will cause a hearing on the issue and the Sheriff may remove the wrecker service from the wrecker list based on the findings of the hearing.
- Impound wrecker services will be approved based upon location and ability for secure storage as approved by the Sheriff.

- For the purpose of handling fatal motor vehicle impounds, a towing company must agree to provide the law enforcement agency space, (usually a day or two), for a law enforcement forensic examination of the vehicle. Once that is complete, and the vehicle remains impounded, the vehicle could be moved to an outside lot, and stored until we are authorized to release it.
- At the time it is moved outside, we would then require the wrecker service to contact the insurance company or other responsible party to ensure that they know the vehicle is impounded and to discuss any storage fees that may be incurred from that impoundment. Any disputes that arise out of any negotiations they may have with the responsible party due strictly to the vehicle being impounded will be handled on a case by case basis with this agency, but under no circumstances will law enforcement be held accountable by the wrecker service for these charges.
- The Sheriff, according to the geographic region in which the wrecker company is based, will assign areas of coverage.

1.2.2 Law Enforcement Needs

- The wrecker rotation is based upon owner requests being honored before the rotation is utilized. This may mean that a towing company could receive back to back multiple calls in an assigned community.
- Owner/operator requests will be honored only when the wrecker can reasonably respond in a timely fashion. This rotation list will be reviewed annually to determine minimum established criteria are met. The assignments of wreckers shall be based upon free enterprise concept.
- If a potential conflict of interest is possible with a wrecker service the rotation shall be utilized for the selection of another service.
- In the absence of an owner/operator request, the deputy shall request the next wrecker in the rotation assigned to that community. Wrecker services based in the same community will be considered equidistant.

- 1.2.3 In the event of a cruiser accident or malfunction requiring a wrecker, the wrecker rotation may not be utilized and only authorized wreckers will be called. To determine the appropriate wrecker service, dispatch will contact the OD or Lt. of Support Services.
- 1.2.4 Vehicle impounds are only authorized for the specific reasons listed below:
- Held for specific criminal investigation purposes
 - Held to be processed
 - Recovered as stolen
 - Involved in a fatality
 - Authorized to be impounded by a supervisor
 - When the vehicle is being held pending the ID of the previous operator (not to include abandoned vehicles)
 - When the vehicle is pending forfeiture
- 1.2.5 When a deputy requests an impound, only authorized impound wrecker services will be utilized.
- 1.2.6 Towing (but not to be impounded) is authorized in the cases of a vehicle towed as an unsafe motor vehicle unless the vehicle is being held for some specific purpose as listed above.
- 1.2.7 The Chief Deputy shall be notified by the deputy of any impounds through voice mail or other methods.
- 1.2.8 All impounds shall be inventoried by the requesting officer at the time of the impound. Inventories shall be conducted in accordance with Policy 83.1.10.
- 1.2.9 All vehicles impounded shall be done at Penobscot County Sheriff's Office approved impound lots.
- 1.2.10 Fees – the cost of all wrecker requests shall be at the responsibility of the owner or insurance company and NOT that of Penobscot County.
- 1.2.11 Favoritism – All efforts should be made to utilize the closest wrecker service; to the best ability of this department, all wreckers will be utilized equally.
- 1.2.12 Wreckers that show up on scene without having been dispatched will ordinarily not be utilized except in emergency circumstances.

This prevents wreckers chasing radio calls, which causes problems between wrecker services and this agency.

- 1.2.13 Whenever an impound is authorized, the wrecker company must contact the Chief Deputy or officer before release. An impound is when a vehicle is ordered held. It is different than a regular tow. In all other cases, including a regular tow, the agency does not have to be notified prior to release.
- 1.3 This agency has a responsibility to provide a communications link to obtain needed services for motorists and to provide protection for highway users stranded or disabled in hazardous locations or environments.
- 1.4 When a deputy happens upon a citizen requiring emergency assistance, that deputy shall:
 - Stop and offer assistance, and/or provide first aid assistance, not to exceed their training to any individual pending the arrival of E.M.S.
 - Medical assistance will be requested in any situation whenever it appears that it may be needed even if the victim does not request such assistance. The deputy shall err on the side of safety.
 - The deputy shall participate in any fire suppression activity where trained fire fighters are not present. The deputy shall immediately request fire department assistance and take only those measures that are reasonably available and safe to the deputy.
 - It is the responsibility of EMS to transport injured persons. However, when EMS services cannot be delivered in a reasonable amount of time and the situation is life or limb threatening, then the officer may transport the injured party. These are rare occurrences and the OD must be immediately notified of the action.
- 1.5 Escorting civilian vehicles under emergency circumstances is an extremely dangerous practice and should be avoided whenever possible. If a deputy escorts a civilian vehicle for emergency reasons, then a full written report of the circumstances shall be forwarded to the Sheriff.
- 1.6 Escorting of other emergency vehicles to include ambulance or fire apparatus, while displaying blue lights or siren, is expressly forbidden.

- 1.7 Whenever a deputy is aware of a traffic hazard, whenever possible the deputy will remove the hazard when possible to do so unaided. When it is not feasible to do so, the deputy shall request appropriate assistance and shall remain with the hazard with emergency equipment operating so as to give approaching motorists ample warning of the hazard.

1.8 Handling of Hazardous Materials

- **APPROACH CAUTIOUSLY.** Resist the urge to rush in; you cannot help others until you know what you are facing.
- **IDENTIFY THE HAZARDS.** Placards, container labels, shipping papers and/or knowledgeable persons on the scene are valuable information sources. Evaluate all of them and then consult the recommended guide page before you place yourself or others at risk.
- **SECURE THE SCENE.** Without entering the immediate hazard area, do what you can to isolate the area and assure the safety of people and the environment. Move and keep people away from the scene and the perimeter. Allow room enough to move and remove your own equipment.
- **OBTAIN HELP.** Advise communications to notify responsible agencies and call for assistance.
- Above all – do not walk into or touch spilled material. Avoid inhalation of fumes, smoke, and vapors even if no hazardous materials are known to be involved. Do not assume that gases or vapors are harmless because of lack of a smell. Odorless gas or vapors may be harmful.

1.9 Handling of Abandoned Vehicles

The officer shall attempt to locate the owner through registration or VIN number searches to determine if the vehicle is actually abandoned or broken down. In either event, the deputy will request its removal if it's on a public way or if a landowner files a complaint. The wrecker rotation shall be utilized to remove the vehicle if the owner is not located.

1.10 Removal and Towing of Vehicles

- 1.10.1 In those instances when the vehicle has been involved in an accident but is in the officer's opinion operable and the owner/operator is able to move it, he should move it from the

accident scene to a safe location. If the owner/operator is unwilling or unable to move the vehicle, the officer shall arrange for the vehicle to be removed by a department-dispatched tow vehicle.

1.10.2 Where a vehicle is rendered inoperative as the result of an accident, the owner/operator or some other responsible person designated by the owner/operator must be given the option of making disposition of the vehicle. If the owner/operator of the involved vehicle fails to make arrangements for the removal of the vehicle, it will then be towed on the authority of the officer. In all cases, the deputy at the scene must ensure safety at the scene and shall not allow any unsafe practice.

- If the owner/operator desires to have the vehicle towed, his choice of the business to do the towing will be respected subject to local and state statutes, ordinances, and regulations or unless the requested tow vehicle cannot respond within a reasonable period of time and prompt removal of the damaged vehicle is necessary.
- When the vehicle must be removed and such removal cannot be effected within a reasonable period of time by the owner/operator or other responsible person, either give him the opportunity to call another towing service or arrange, through the department (with or without the owner's or operator's consent) for the nearest approved towing service to respond.

1.10.3 Where a vehicle is illegally parked in a tow-away zone or in a location where it unreasonably obstructs, interferes with, or impedes the free flow of traffic or the movement of pedestrians, or where a vehicle is being operated on a way in an unsafe condition or is for any other reason being operated contrary to law, such vehicle shall be removed in the manner hereafter prescribed:

- Where appropriate, the owner/operator shall be issued a summons for the appropriate violation.
- If the vehicle is illegally parked in a tow-away zone or in a location where it unreasonably obstructs, interferes with, or impedes the free flow of traffic or the movement of pedestrians, or where it constitutes a danger to public safety, the owner/operator shall be required to move the vehicle. If the owner/operator is unwilling or unable to move the vehicle, then the officer shall arrange for the

vehicle to be removed by a department-dispatched tow vehicle and to be placed in the custody of the towing company.

- Where a vehicle is being operated on a way either in an unsafe condition or where it is unlawful for the vehicle to be operated on a way (e.g. an unregistered vehicle). At the officer's discretion, the owner/operator may be allowed to move the vehicle off the way to a safe location, only if it does not constitute a continuous violation. If the owner/operator is unable or unwilling to move the vehicle, then the officer shall arrange for the vehicle to be removed by a department-dispatched tow vehicle and to be placed in the custody of the towing company. At the officer's discretion, the vehicle may be towed if it is illegally on the highway.

1.10.4 Where the owner/operator in possession of a vehicle is arrested for a traffic violation or for some other offense or is physically unable to continue operating the vehicle, and the vehicle is not required as evidence and need not be impounded for any reason, the investigating officer will adhere to the following procedures:

- Advise the owner/operator that he may, if he so desires, release the vehicle to a licensed driver who is willing to assume full responsibility for the vehicle and all property contained therein.
- If the owner/operator chooses not to release the vehicle to a third party, or is not competent or otherwise unable to make disposition of the vehicle and to assume full responsibility for the vehicle and property left therein, the vehicle shall be removed by a department-dispatched tow vehicle.

1.10.5 When the owner/operator in possession of a vehicle cannot continue to operate that vehicle and chooses not to release the vehicle to a third party and is competent and wishes to leave that vehicle in a safe location, the officer may do so only if the owner/operator assumes full responsibility for the vehicle.

1.10.6 Whenever a request for removal of a vehicle is received by this agency, either by officer or owner, a permanent record shall be made in the computer's database.

1.10.7 Whenever traffic safety education material is available, the materials shall be made available to the public.

IV. DEFINITIONS:

Forensic Examination: An examination of a vehicle involved in a fatal motor vehicle crash. This examination shall occur in the bay of a wrecker company and the vehicle must be in a secure detention area prior to the examination.

Impound Wrecker Services – Wrecker services that provide both towing and secure storage as approved by the Sheriff.

Impound- A vehicle ordered held by law enforcement agencies pending an official proceeding. It may not be released without prior official release permission.

Tow- The removal of a vehicle as authorized by a law enforcement officer

Towing Rotation- A computerized database of departmentally approved wrecker services and their geographically assigned areas of responsibility. The database will document owner requests and departmental requests for all towing requests handled by the agency.

Wrecker Services – Those wreckers that provide just towing services.

4. 6.30.16

ESTIMATE

B & B Paving, Inc

61 Dave's Way
Hermon, Maine 04401
207.848.7099 848.4909 Fax#

DATE: 6.22.2016

TO: TOWN OF HERMON ADDRESS:	PHONE #: 848-1010 ROGER
JOB LOCATION: PRINTERS DRIVE	
ESTIMATOR: DAVE WEST	

	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
	Reclaim (950' x 24')	2,550sy	\$1.50/sy	\$3,825.00
	Place/ Compact RAP	175cy	\$15/cy	\$2,625.00
	2,550sy Pave 19mm @2 1/4"	322 ton	\$60.32/ton	\$19,423.04
	2,550sy Pave 9.5mm @1 1/4"	179 ton	\$66.00/ton	\$11,814.00
	Excavate/ Replace/ Compact 40cy Gravel	40 cy	\$40.00/cy	\$1,600.00
	Hand Place Aprons	25 ton	\$125.00/ton	\$3,125.00
	Shoulder Material	53cy	\$15.00/cy	\$ 795.00
				\$43,207.04

All material is guaranteed to be as specified and work performed in a workmanlike manner according to standard practice. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. **This proposal may be withdrawn if not executed within 30 days. B & B Paving, Inc. reserves the right to adjust contract to reflect the rising price of asphalt. In the event of an adjustment, the Customer will be notified prior to work being performed.** Homeowner must be present during job for B & B Paving, Inc. to warranty workmanship. **We do not warranty washouts, cracks, frost damage or puddling due to lack of drainage & Maine's deep frost level. We will not warranty paving if base groundwork is not performed by us.** We do not backfill or loam edges of asphalt; we do recommend that this is done after paving is completed. If grade around asphalt does not allow for water shed, we are not responsible for damage due to saturation. Our workers are covered fully by Worker's Compensation Insurance. Customer/ Owner to carry other necessary insurances

Payment in full is due upon completion. If payment in full is not made within 30 days from completion date a delinquency charge shall be added to the sum due, equal to one and one-half percent (1 1/2%) per month. In the event the account is turned over to an attorney or other agency for collection, customer shall pay all collection costs, including, but not by way of limitation, attorneys' fees and court costs.

Your signature constitutes a binding contract. Please execute and return one copy, keeping one copy for your records.

--	--

AUTHORIZED SIGNATURE

DATE

Thank you for your business!

5.
6-30-16



June 23, 2016

Memo re: Camera Installation-Jackson Beach/ Equipment upgrade-Hermon Mountain Tower

Roger,

Please see the attached proposals to install cameras at Jackson Beach State Park and to upgrade our capabilities at Hermon Mountain tower. Upgrading at Hermon Mountain by installing an Air Fiber 5x long range point to point signal receiver will provide the connectivity needed to create a redundant loop for Hermon IT and public safety. The improvements made at Hermon Mountain will also enable us to "shoot" down to the last pole at Jackson Beach road from the tower.

The estimates below include funds for the electrician and a bucket truck if needed for installation on the final telephone pole near the public bathrooms at Jackson Beach.

The school will pay for their upgrade at HHS to complete the loop and also for the tower climber at Hermon Mountain to install the product.

Camera equipment at Jackson Beach:	Estimate#1072	\$1,548.85
Upgrade at Hermon Mountain:	Estimate#1071	\$1,469.77
Bucket truck-Electrician		\$ 500.00
Total:		\$3,518.62

Thanks,

Scott Perkins
Town of Hermon

Mailing address
PO Box 6300
Hermon, ME 04402-6300

Physical Address:
333 Billings Rd
Hermon, ME 04401

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

Nightscape Tech, LLC
 839 Coldbrook Road
 Hermon, ME 04401
 (207) 808-7143
 josh@nightscapetech.com
 http://www.nightscapetech.com



ESTIMATE

ADDRESS

Town of Hermon
 P.O Box 6300
 Hermon, Maine 04402-6300

ESTIMATE # 1072

DATE 05/25/2016

ACTIVITY	QTY	RATE	AMOUNT
Networking parts:EP-16 EdgePoint 16-Port weatherproof POE switch	1	479.00	479.00
Ubiquiti NanoBeam M5 AC	1	99.00	99.00
UVC Pro	1	469.00	469.00
Unifi bullet camera	2	149.00	298.00
Ubiquiti Universal mounting bracket	3	9.95	29.85
Low Voltage Landscape Wire Two conductor, 150'	1	50.00	50.00
Networking parts:FiberPOE Outdoor POE adapter and fiber optic media converter	1	35.00	35.00
Microduct:10mm Tuffduct Microduct 10mm orange TuffDuct with trace wire w/std pull cord price per/ft	150	0.28	42.00
Shipping	1	47.00	47.00

Jackson Beach Cameras

One UVC pointed up the driveway, one UVC pointed towards the parking/boat launch road, one UVC-Pro getting a wide view of the parking/picnic area. All three cameras, access point, and switch will be mounted on the last telephone pole down the driveway. Power will be provided from the bathroom building and trenched to the telephone pole via low voltage landscape wire.

TOTAL

\$1,548.85

The Tuffduct is optional, it would allow us to push fiber between the bathroom building and the telephone pole if we need it. We need to dig a small trench for the landscaping wire anyway, so the duct would not add much to the cost.

Accepted By

Accepted Date

Nightscape Tech, LLC
839 Coldbrook Road
Hermon, ME 04401
(207) 808-7143
josh@nightscapetech.com
http://www.nightscapetech.com

NIGHTSCAPE
TECHNOLOGIES

ESTIMATE

ADDRESS

Town of Hermon
P.O Box 6300
Hermon, Maine 04402-6300

ESTIMATE # 1071
DATE 05/19/2016

ACTIVITY	QTY	RATE	AMOUNT
Airfiber 5X	1	399.99	399.99
Airfiber 5G30 Slant 45	1	125.00	125.00
Networking parts:EP-16 EdgePoint 16-Port weatherproof POE switch	1	479.00	479.00
Rocket AC-PTMP	1	219.99	219.99
Airmax AC 60 degree Sector	1	199.99	199.99
Ubiquiti Toughcable pro 1000' partial roll w/ connectors	1	45.80	45.80

Hermon Mountain public safety camera upgrades. Airfiber PtP link to Hermon High School, and Rocket AC w/ 60 degree sector for Jackson Beach access point

TOTAL

\$1,469.77

Accepted By

Accepted Date

6.
6.30.16



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

June 14, 2016
Invoice # 971215

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Greenway Equipment CEA

Professional Services	<u>\$ 800.00</u>
TOTAL THIS INVOICE	\$ 800.00

W

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-02-25-01
AMOUNT 3500.00
ACCOUNT
AMOUNT
WARRANT #
DATE



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

June 14, 2016
Invoice # 971210

INVOICE SUMMARY

For professional services rendered and costs advanced through June 15, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Northeast Restoration CEA

Professional Services	<u>\$ 800.00</u>
TOTAL THIS INVOICE	\$ 800.00

W

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-02-25-04
AMOUNT 800.00
ACCOUNT
AMOUNT
WARRANT #
DATE



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

June 15, 2016
Invoice # 971217

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Carmel Electric CEA

Professional Services	<u>\$ 800.00</u>
TOTAL THIS INVOICE	\$ 800.00 <i>w</i>

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-022501
AMOUNT 800.00
ACCOUNT
AMOUNT
WARRANT #
DATE



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

June 14, 2016
Invoice # 971193

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Covey Property TIF

Professional Services	<u>\$ 3,500.00</u>
TOTAL THIS INVOICE	\$ 3,500.00 <i>w</i>

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 1902-2504
 AMOUNT 3500.00
 ACCOUNT
 AMOUNT
 WARRANT #
 DATE



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

June 14, 2016
Invoice # 971205

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Dysarts Service TIF

Professional Services \$ 3,500.00

TOTAL THIS INVOICE **\$ 3,500.00**

W

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-02-2504
AMOUNT 3500.00
ACCOUNT
AMOUNT
WARRANT W
DATE



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

June 15, 2016
Invoice # 971209

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: Hersey Eye Care TIF

Professional Services	<u>\$ 3,500.00</u>
TOTAL THIS INVOICE	\$ 3,500.00

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-02-25-04
AMOUNT 3500.00
ACCOUNT
AMOUNT
WARRANT #
DATE



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

June 14, 2016
Invoice # 968382

INVOICE SUMMARY

For professional services rendered and costs advanced through May 31, 2016:

Client.Matter: 19880.2251 JMS

RE: Business Park TIF
Re: AMI TIF

Professional Services	<u>\$ 3,500.00</u>
TOTAL THIS INVOICE	\$ 3,500.00

u

ALL INVOICES ARE DUE WITHIN 30 DAYS

ACCOUNT 19-0225-04
AMOUNT 35.00
ACCOUNT
AMOUNT
WARRANT #
DATE

8.
6-30-16

Penobscot County Sheriff's Office



Community Policing Program Contract

July 2016- June 2019

Town of Hermon

Introduction

The following is an agreement between the Penobscot County Sheriff's Office and the Town of Hermon. This agreement is based upon the Town's desire to accomplish basic law enforcement without establishing what is known as a full-time municipal police department.

Annual Assessment

An analysis of local problems, needs capabilities and alternative methods of obtaining service should precede the choice of enforcement services to avoid arbitrary decision making. At the discretion of the Town, such analysis shall be an annual event, conducted between the Hermon Town Council, Hermon Community Policing Committee and the Penobscot County Sheriff's Office.

This agreement shall be for three years after the date the agreement is signed by both parties, and shall remain in effect thereafter until renegotiated or terminated by either party.

A. The Town's Responsibilities: Town Council/Town Manager

1. Provide three full-time deputies who will have as a minimum the 100 hour Reserve Officer Training Program as sponsored by the Maine Criminal Justice Academy (MCJA). Any new officer shall be physically fit and shall undergo a background check by the Sheriff's Office before receiving a commission. The hiring process is outlined in section (D) of this agreement.
2. Provide a police liability insurance policy covering all municipal deputies in the amount of \$1,000,000.
3. Provide uniforms and equipment for full-time municipal deputies as required by the Penobscot County Sheriff's Office. All deputies are required to be uniformed in accordance with policy 26.1/Code of Conduct and Appearance.
4. Make arrangements with qualifying municipal deputies for financial compensation for duties performed in the Town for the Town.
5. Provide proper radio and other police equipment necessary to perform the functions of deputies, either by arrangement with the deputies or by issued Town equipment. All equipment will be kept maintained and operational in order to maximize the safety of the law enforcement officer.

6. Provide ~~three~~ patrol vehicles which shall have the emblem of the Penobscot County Sheriff's Office clearly visible on the sides. The name of the Town shall also be highly visible on the sides of the vehicle. The vehicles must comply with the standard color theme of the Penobscot County Sheriff's Office. Deviations must be pre-approved by the Sheriff's Office. Town owned patrol vehicles will be used solely for Town purposes and will be issued beginning July 1, 2013 from a central motor pool located at the Hermon Public Safety Building.
7. Provide adequate space for report writing and access to telephones.
8. The Town's Personnel Policy shall be the primary document governing the full-time municipal deputies and part-time deputies employed as town employees; the Sheriff's Operating Policies will govern the procedures and policies to be followed by all deputies.
9. The Town agrees to provide new hires with a copy of this agreement.
10. The Town will establish a Community Policing Committee that will consist of business owners, school administrators, town council members and citizens at large that will meet periodically to provide guidance, insight, and recommendations regarding the scope of law enforcement services to be delivered in the Town of Hermon.
11. The Town will reimburse the Sheriff's Office for the cost of the full-time supervisor/deputy (40 hours weekly plus overtime hours), including associated cost and 16 hours of part-time deputy. ~~such as identified on the attached budget sheet.~~
12. The Town understands that the cost paid to the Sheriff's Office for the full-time supervisor/deputy and 16 hours of part-time deputy service and associated costs may be adjusted annually due to inflation or for unknown circumstances outside the control of the Sheriff's Office or Town.
13. The Town Council reserves the right to require the Sheriff to relocate the Sheriff's supervisor should it be determined by the majority of the Town Council that the supervisor is not performing to the Town Council's expectations.

B. Town's Full Time Deputy Responsibilities

1. Pass the Sheriff's Office firearms qualifications each year, along with any other training required by the Sheriff. This shall include attendance at 80% of departmental in-service training and 100% of MCJA mandatory yearly training.

2. Participate in all scheduled training including submitting documentation of all training to the Sheriff within 5 business days of completion. All training shall be maintained in accordance with State law regarding the necessary number of hours required per year and conducted by MCJA certified agencies/ instructors. The Penobscot County Sheriff's Office Training Officer will maintain an official training file on the officer therefore all records of training must be forwarded by the deputy to the training officer. This shall be the official record.
3. Answer all assigned calls dispatched through the Penobscot County Sheriff s Office and Dispatch Center within the boundaries of Hermon. Calls out of town shall be answered in accordance with Section (C-7) of this agreement. All telephone calls and complaints for service will receive prompt and personal attention.
4. Check in with the Sheriff's supervisor on a daily basis, regarding assignments, schedule, town activities, complaints and /or requests.
5. Provide for coverage for the following community events as requested:
 - a. Varsity and JV Basketball Games
 - b. Hermon Fun and/ or Parade
 - c. Yearly Security Check at Banking institutions; and
 - d. Any other coverage as requested by the Town.
6. Maintain visibility and communication with citizens but not limited to: (a) school department through daily contact with the school Principals when school is in session: (b) business owners/ establishments in the community: and (c) community as a whole which includes speaking at local events and meetings of local organizations.
7. Maintain a written daily log that will be turned in daily to the Sheriff's supervisor.
8. Non-Maine Criminal Justice Academy full-time graduates are restricted from investigating felony investigations without the express authority of the on duty supervisor. Whenever possible and warranted, a detective or another full time officer from the Town or from the Sheriff's Office will be contacted to assist in the investigation. Investigations of motor vehicle accidents with serious injuries are restricted by law to the investigation by a full-time MCJA officer.
9. Submit incident and investigation reports to the Sheriff's pursuant to the policies of the agency. Reports will be reviewed for accuracy and completeness by Sheriff's Office staff. Time lines established by the agency for the initial submission of reports and any subsequent case management must be strictly adhered to unless permission is received by the Chief Deputy for additional time allowance.

~~10. — Maintain an inspection log of the patrol vehicle to be used prior to every shift and submit the log to the Sheriff's supervisor.~~

~~11. — Report to the Sheriff's supervisor and Town Manager on the daily written log whenever a deputy travels outside the boundaries of the Town of Hermon.~~

12. Provide a written certification of all training to the Finance Director's Office to be included in each respective deputy's personnel folder.

C. The Sheriff's Office Responsibilities

1. May commission as deputies, qualified applicants, at the request of the Town. The hiring process is outlined in Section D. The Sheriff reserves the right to revoke his/her commission of a Deputy for actions that violate the Standard Operating Procedures of the Penobscot County Sheriff's Office. In the event of a suspension or termination of a Deputies' commission by the Sheriff, the deputy is prohibited from wearing the uniform or badge of the Penobscot County Sheriff's Office and shall not be allowed to function from a cruiser displaying the emblem of the Penobscot County Sheriff's Office.

2. Participate in the selection process of new full-time hires for the position of municipal deputy. The standards must be no less than the established requirements of the Penobscot County Sheriff's Office.

3. Provide on-going training through the Sheriff's Office Training officer at no cost to the town. The Sheriff's Office shall maintain a copy of any training and testing of the deputies. The Sheriff's office shall maintain the official repository of all training records for individuals participating in this program. Such records are available to the town at no cost upon request. It will be the responsibility of the Sheriff's Office to assure that each deputy complies with the statutory training requirements.

4. Provide on-going supervision/management through the placement of a full-time (40 hours weekly) deputy/supervisor who will work solely for the Town of Hermon during the scheduled 40 hours and any overtime paid from Hermon funds.

5. The Sheriff, Chief Deputy, or Sheriff's supervisor shall be the contact persons for the day to day administration/management of this agreement and will update the Town Manager on a regular basis regarding the business and activities of the Hermon Policing Division.

6. The Sheriff agrees to keep the town informed of disciplinary action being taken against any employee or as the result of any investigation by the Sheriff's Office/ Attorney General's Office/ District Attorney's Office. Complaints or allegations concerning job performance of a Deputy received by either the Town or Penobscot County Sheriff's Office will be shared with the other entity along with the information developed in any investigation or discipline taken regarding such matters. Deputies will be given specific consent to the sharing of this information as a condition of employment. The information listed above will fall under Title 30A, Section 2702, Personnel Records. The Sheriff's or his designee will perform annual evaluations for all employees of the Hermon Policing Division. A copy will be maintained in the personnel file of the Penobscot County Sheriff's Office and a copy will be provided to the Town Manager once signed by the Sheriff.

7. Provide 24 hour dispatch services through the Penobscot County Regional Communications Center (PRCC). All deputies are to be dispatched only within the community boundaries of Hermon. Exceptions of this would only be when another officer's life or a citizen's life is in danger and the Deputy is the closest officer. With the arrival of the Penobscot County Sheriff's Office personnel, the Deputy shall be dispatched back to the Town immediately. The deputy is also authorized to leave town to submit reports to the Sheriff's Office, attend court and to complete follow-up investigations for the Town of Hermon. ~~When the Deputy is dispatched outside of the community, he/ she shall submit at the end of the shift a daily log highlighting the out of town coverage explaining the need to leave the Town. He/she will also forward the report immediately to the Town Manager and a copy to the Penobscot County Sheriff's Office contact person. All calls out of town shall be closely monitored and are to be exercised only in accordance with this section. The Sheriff's Office contact person and the Town Manager shall review those reports as necessary to insure that the intent of this section is being met.~~

8. Provide for the use of the jail and related services as allowed for other communities.

9. Provide for regular rural response to calls within the community during non-scheduled hours of the municipal deputies. This will be in conjunction with the "Resource Coordination Agreement" between the Maine State Police and the Sheriff's Office.

10. Provide the Town with a monthly computer print-out by the 10th of each month of the police activities conducted within the Town either by the Deputy or the backup response of the Penobscot County Sheriff's Office full-time and part time deputies. The Sheriff's Office shall also provide the Town with the yearly computer print-out within 90 days of the end of the calendar year.

11. Accept and process the municipal deputies formal reports in the same manner as provided for full-time Sheriff's deputies, thereby providing accountability and a permanent record on file.

Consequently, municipal deputies must adhere to the rules and regulations of the department concerning reports.

12. Allow municipal deputies to utilize the Sheriff's Office Court Officers assistance for arraignment and complaints thus allowing the officer more patrol time.
13. Provide for the reporting of the Use of Force reports and Mandatory policies as required by the Maine Criminal Justice Academy. The Sheriff's Office shall be responsible for all reporting required of a law enforcement agency to include Uniform Crime Reports and law enforcement MCJA employment reports.
14. Provide the town, in a timely fashion, necessary reports including the late list to allow the town to effectively administer the rules and policies of the County and Town.
15. Provide **up to 16** hours per week of qualified part-time deputies to be employees of the County with exception of those part-time deputies that currently work for the Sheriff's Office who will continue to be Town employees.
16. Pursue implementation of the recommendations approved by the Town Council to address deficiencies identified in the Study prepared for the Hermon Policing Division by the Maine Chief of Police Association, a copy of which is attached to this agreement. This will be done in consultation with the Town Manager.
17. Provide for full supervision and management of all deputies. In the absence of the full time supervisor, supervision will revert to the Sheriff's Office Patrol Supervisor.
18. Part-time reserve deputies maintain responsibility of working less than 1040 hours combined in any law enforcement function for any one or multiple police agencies. These hours are to be reported at year's end to the Training Officer for submission to the MCJA as required by law. It is, however, the responsibility of the Sheriff's supervisor to periodically check-in with part-time reserve deputies to assure compliance with the requirement.
19. Prepare and send a copy of the officers' work schedules to the Town Manager no less than one week prior to implementation. Late changes to the schedule will be called into Penobscot Regional Communications Center (PRCC) as soon as known. The Town reserves the right to provide comment regarding the scheduling of deputies and the Sheriff's supervisor.

D. Candidate Selection/ Hiring Process

1. The Town will advertise for all full-time position openings in a format chosen by the Town; or the Town may choose pre-qualified deputies already trained by the Sheriff's Office. The sheriff's office may simultaneously post the employment opening. A representative from the Sheriff's Office must participate in any hiring process where-as selected individuals will be commissioned under the authority of the Sheriff. The Town may choose to have their full time officer, Town Manager or member of the Town Council participate in the administrative oral boards. Hiring of part-time deputies to fill 16 hours of the schedule will be the responsibility of the Sheriff's Office.
2. In order to insure that departmental standards are met, the Training Officer will prepare the job posting that outlines the hiring standards and processes.
3. The Sheriff will provide the framework for the hiring process to include testing, background checks, physical, polygraph, field training etc. Any costs will be incurred by the Town unless it is a service that the agency otherwise provides.
4. Once a prospective candidate is chosen, the Town will issue a conditional offer of employment to the individual. This offer is contingent upon the candidate's successful passing of the polygraph and physical examination. The sheriff shall review the polygraph results and then advise the Town Manager if any anomalies exist that would prevent the candidate from being commissioned.
5. Any candidate chosen for a full-time position, and who has not received MCJA certification as a full time officer must first pass the required MCJA physical assessment before proceeding in any of the testing process. This testing process will be provided by the Sheriff's Office at no cost to the Town.
6. In order for an individual to be assigned to work independently in the community, he/she must pass the field training program and then be signed off by the Field Training Officer. During this training period the individual is commissioned and uniformed and on the payroll of the community. The FTO will maintain oversight of the new recruit until the FTO signatures that the individual has passed the requirements of the training program.
7. Work collaboratively with the Town Manager to bring efficiencies to the Hermon Policing Division including but not limited to joint purchases of fuel, supplies and patrol vehicles; the maintenance of vehicles; and solicitation of grant funds.

E: Fees:

I. Total Sum: The County will bill the Town on a monthly basis for law enforcement services and incidental expenses under the terms of this contract. However, said bills shall not exceed the total contract figures of **(\$140,752.00)** for year 2016 - 2017. A financial review of the contract will occur for each of the following two years, not to exceed 3% for any given year.

D: Term

This agreement will begin on July 1, 2016 and will expire June 30, 2019 unless both parties choose to mutually terminative the agreement prior to that date.

Hermon Town Manager Date
Mr. Roger Raymond

Penobscot County Sheriff Date
Sheriff Troy Morton

Hermon Town Witness Date

County Administrator Date

A true copy attested by:



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

#9. 6.30.16

David Bernhardt
COMMISSIONER

COMMUNITY SERVICES DIVISION
1-800-498-9133
<http://www.maine.gov/mdot/csd/lrap/index.htm>

June 6, 2016

LOCAL ROAD ASSISTANCE PROGRAM (LRAP)

The LRAP allocation for the new Fiscal Year 17 went down slightly. Therefore most LRAP payments went down slightly this year.

Please remember that:

- LRAP payments are now made ONCE a year...not in quarterly payments. The full year's allocation will be sent to your municipality/county by December 1 of each year, **if we receive an accurate, completed certification form.**
- ALL Maine towns/cities are uniformly receiving the statutory lane-mile rates.

As in previous years, all LRAP recipients must provide information on how LRAP funds were expended from the previous fiscal year. The information collected on the back side of the Certification Form is used to chart the progress of improving public roads by the 500 Maine municipalities, counties, and Indian reservations that receive funding from this program. *If this information is not provided when we receive the certification form, we will return it to you for completion.*

Please submit the completed Certification Form for Fiscal Year 2017 (July 1, 2016 to June 30, 2017) either by US mail or by scanning and emailing it to us. **We no longer accept faxes.** The law says it must be received by August 1 or earlier.

Once we receive your completed form, your funds will be ready for the November payment.

If your town has not done so already, we are also encouraging municipalities to sign up for electronic transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and provide a speedy and secure service. If you are interested in Electronic Fund Transfer, see our website at <http://www.maine.gov/mdot/csd/lrap/eft.htm> . There is no cost for this option.

If you have any questions, please feel free to contact me.

Sincerely,

Peter M. Coughlan, Director
207/ 624-3266 or peter.coughlan@maine.gov



PRINTED ON RECYCLED PAPER

MAINE DEPARTMENT OF TRANSPORTATION
LOCAL ROAD ASSISTANCE PROGRAM (LRAP)
CERTIFICATION 2016-2017 (FY17)
MUNICIPALITY of Hermon 19290

To be eligible to receive FY-17 LRAP funds, each Municipality must **certify that the funds will be used in a manner consistent with Chapter 19 of Title 23.** Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, *“funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C.”* Effective July 1, 2008 municipalities must provide information on what capital improvements were done with the FY-16 (July 1, 2015 to June 30, 2016) LRAP funds received by the municipality. See back side of form.

It is estimated that the municipality of, **Hermon** will receive by December 1, 2016 **one (1) payment of \$63,760** for the fiscal year beginning July 1, 2016. Notification will be made in the event of any change.

Beginning in 2014, municipalities receive 9% of MaineDOT's portion of the Highway Fund. This means that the disbursements to municipalities rise and fall with MaineDOT's budget.

We, the undersigned municipal officers or designee (i.e. Town Manager) of the municipality of **Hermon** do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2016-2017 will be used only for uses as stated above. *We also certify that the previous year's funds were spent on the projects listed on the back of this form.*

Signed _____ Date ___/___/___ Signed _____ Date ___/___/___
Signed _____ Date ___/___/___ Signed _____ Date ___/___/___

MANDATORY: Municipality E-mail Address _____

Please print below: the name, title, and phone of the person to contact for the information on this form.
Name: _____ Title: _____ Tel: _____

If your address **has changed in the last year** (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: _____
Town: _____ State: _____ Zip Code: _____

Prior to August 1, 2016, (see cover letter) please return this completed form (BOTH SIDES) by US mail or scanned PDF/email to: (FAXES ARE NO LONGER ACCEPTED)

Sandra J. Noonan
MaineDOT- Community Services Division
16 State House Station
Augusta, Maine 04333-0016
Tel. (207) 624-3265, or sandra.noonan@maine.gov

NO LRAP payment shall be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

We need the original -Please make a copy for your records.

Hermon 19290

Last year's (FY-16) LRAP Funds of \$64,056

As a result of 2007 Legislative inquiries and discussions centered around LRAP, MaineDOT needs to collect additional information on the uses of LRAP funding by 500 Maine municipalities, counties, and Indian reservations. This is intended to be simple and provide an easy method to collect information on the use of over \$20 million per year by local agencies.

As noted on the front side, LRAP funding can only be spent on capital improvements in non-compact towns.

A capital improvement is defined as "any work on a road or bridge which has a life expectancy of at least ten years and restores the load-carrying capacity". Examples of eligible "capital" activities are defined as follows:

- 1. Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmed surface), pavement and/or base recycling, pavement cold planing and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. * Traffic signal or sign installation and/or replacements
6. * Sidewalk construction or reconstruction
7. * Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. * Wetland mitigation
9. * Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. "Banking it" to save up for a future project
16. Other (explain)

* Some of the categories of work (# 5, 6, 7, 8 & 9) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The "funds spent" (LRAP ONLY) below must add up to at least the amount of your FY-16 LRAP payments (shown above) from 7/1/15 to 6/30/16.

1. Road Name: Funds spent on Capital Improvements: \$

Type of Capital Improvement: see above, list all numbers that apply:

Length of Capital improvement (miles or feet): miles or feet

2. Road Name: Funds spent on Capital Improvements: \$

Type of Capital Improvement: see above, list all numbers that apply:

Length of Capital improvement (miles or feet): miles or feet

3. Road Name: Funds spent on Capital Improvements: \$

Type of Capital Improvement: see above, list all numbers that apply:

Length of Capital improvement (miles or feet): miles or feet

OPTIONAL: In addition to the information above, what was your municipality's TOTAL SUMMER CAPITAL IMPROVEMENT EXPENSES (including FY-16 LRAP payments) \$

We need the original, please make a copy for your records.