



**WARRANT**

**TOWN OF HERMON**

**SPECIAL TOWN MEETING**

**Thursday, July 28, 2016**

**TO:** Kristen Cushman, a resident of the Town of Hermon, Penobscot County and State of Maine;

**Greeting:** In the name of the of the State of Maine you are hereby requested to notify and warn the Inhabitants of the Town of Hermon, in said County of Penobscot, and the State of Maine, qualified by law to vote in said town affairs to meet at the Public Safety Meeting Room in Hermon on Thursday, the 28th day of July, 2016 at 7 o'clock in the evening, then and there to act upon Articles 1 and 2 as set out below.

**Article 1** To elect a Moderator to preside at said meeting.

**Article 2** Shall the Town vote to authorize the expenditure of \$534,134 to be raised from Unrestricted Fund Balance for the purpose of matching two grants totaling \$534,134 to complete improvements to 1.14 miles on the Coldbrook Road and 2.27 miles on the Newburgh Road?  
*Recommended by the Town Council*

**SIGNED this 14th day of July, 2016 by the Hermon Town Council:**

Donna Ellis

Jeanne Jacques

John Snyder

Steve Watson

Douglas Sinclair Sr.

Steve Thomas

Anne Freeman



Town of Hermon  
Public Safety Meeting Room  
July 28, 2016  
Town Council Meeting  
Immediately Following  
Special Town Meeting @7:00PM

**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:
  - MINUTES. -APPROVE April 21, 2016
  - WARRANTS. -SIGN July 29, 2016
  - Sign – Waste Hauler Agreement from Waste Management for 16-17.
- 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 awarding contract for drainage improvements in Freedom Park



- #2. **Consider** awarding contract for shoulder work on Hopkins Road
- #3. **Consider** awarding contract for drainage improvements Creamery Road
- #4. **Consider** approving the ballot questions for the Charter amendments

**B. NEW BUSINESS**

- #5. **Consider** carrying the balance forward in Police Revenues for the police cruiser purchase
- #6. **Consider** Request for Bids for Mowing and Cemetery Maintenance
- #7. **Review and Approve** amended job description for the position of Fire Chief
- #8. **Amend** 2016-2017 Salary and Wage Schedule for the Deputy Tax Collector-Registration Agent
- #9. **Consider** authorizing expenditure for equipping the 2016 police cruiser
- #10. **Consider** approving expenditure from the Public Works Facility Reserve for improvements at the salt and sand storage building

**C. WORKSHOPS**

- #11. **Hold** a workshop to establish the goals for the ensuring year

**D. OTHER ITEMS (from Table Package)**

**X. APPOINTMENTS**

**XI. MANAGER STATUS REPORT:**

Route 2 Sidewalk Project  
Route 2- Annis Road intersection  
Town Manager Schedule  
Expansion Project at the Hermon Elementary School  
Extra float at Jackson Beach  
PERC contract and MRC

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

**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

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

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

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

**TOWN OF HERMON  
APPLICATION FOR A LICENSE TO HAUL SOLID WASTE**

For period of July 1, 2016 to June 30, 2017

1. APPLICANT: Waste Management
2. ADDRESS: 357 Mercer Rd Norridgewock, Me 04957
3. TELEPHONE #: 207-634-2714
4. NUMBER OF VEHICLES TO BE UTILIZED: 1

5. LOCATION COMPANY IS APPLYING FOR:  
 PERC (PENOBSCOT ENERGY RECOVERY FACILITY)  
 TOWN OF HERMON TRANSFER STATION  
 OTHER (PLEASE LIST: \_\_\_\_\_)

6. COMPLETE ONLY IF YOUR COMPANY APPLIED TO HAUL TO PERC:  
VEHICLE PLATE #'S AND DAY OF THE WEEK THAT VEHICLES WILL BE  
HAULING TO PERC FACILITY:

PLATE NUMBER	DATE OF REGULAR PICKUP/HAUL TO PERC
--------------	-------------------------------------

<u>773-425</u>	<u>wednesday</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. VEHICLE SERIAL #'S: 1 M2K195CE7MØ37386
8. VOLUME OF EACH VEHICLE: 1.25 tons approx

BY SIGNING BELOW, THE APPLICANT AGREES TO FOLLOW ALL APPLICABLE  
TOWN AND STATE REGULATIONS AND LAWS

SIGNATURE, IF INDIVIDUAL: \_\_\_\_\_

IF COMPANY, NAME OF AUTHORIZED AGENT: Matthew Fullerton

SIGNATURE OF AUTHORIZED AGENT: 

DATED: 7-18-16

9. FEE PAID: \$ 50.00 ON 7/21/16

RECEIPT #: 667

10. APPROVAL:

APPROVED BY THE HERMON TOWN COUNCIL ON July 21, 2016 WITH THE FOLLOWING CONDITIONS:

- A. Each load of solid waste delivered to PERC from Hermon shall contain only waste generated within the Town of Hermon. Loads of waste delivered to PERC from other communities by the hauler shall not be represented as coming from the Town of Hermon. Discovery of misrepresentation of origin shall result in the revocation of the hauler's license to haul from and within the Town of Hermon.
- B. The mixing of loads containing regular residential pickup and commercial accounts of the company shall not be allowed. Discovery of misrepresentation of origin shall result in the revocation of the hauler's license to haul from and within the Town of Hermon.
- C. In the event that the hauler disposes of unacceptable waste at the PERC facility, said waste shall be immediately removed from said PERC facility by the hauler at the hauler's expense, or by the Town or its agents, with double the cost of removal and disposal to be billed to the hauler. Repeated disposal of unacceptable waste at the PERC facility by the hauler may result in revocation of the hauler's license by the Town.
- D. The hauler shall use only vehicles which are capable of discharging their loads on the PERC facility tipping floor by mechanical means. All solid waste vehicles entering the facility shall have their loads enclosed with a container or covered securely by means of a tarp. No pickup trucks, so

called, or other vehicles which would require manual unloading, either by design or by reason of malfunction, shall be permitted to haul solid waste to the PERC facility. The ultimate determination of suitability of haul vehicles will be made by PERC.

E. The hauler shall be fully responsible for the handling of waste between its source in Hermon and the PERC facility in Orrington, and shall save the Town of Hermon harmless from any or all claims of injury or damage resulting from his hauling operations.

F. The hauler shall be required to submit an initial list of customers, which shall indicate the name of the customer, size of the dumpsters serviced, and the regular pick up date with this application. The hauler is required to update the Town on a monthly basis of any changes in customers. Such updates are to be sent to the Town by the last date of each month.

G. Said license shall be for the period of July 1, 2016- June 30, 2017.

**SIGNED BY THE HERMON TOWN COUNCIL ON July 21, 2016:**

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Attest a true copy: \_\_\_\_\_



Waste Management  
 P.O. Box 3027  
 Houston, TX 77253

Check No. 0012661341

For inquiries, please call 1-866-834-2080, option 4.

Doc Date	Invoice Number / Description	Original Amount	Discount Amount	Amount Paid
05/01/2016	050116 *2/28*  Town of Hermon ----- R e c e i p t -----	50.00	0.00	50.00
07/21/16 9:37 AM ID:REC #667-1 TYPE REF AMOUNT MISS ON INPUT 50.00 Paid By: WH Remaining Balance: 0.00 Visit hermon.net for recycling info Check : 50.00 12661341 50.00				
Vendor Number 0000064083	Name Town of Hermon	Total Amount	Discounts Taken	Total Paid Amount
Check Number 0012661341	Date 07/13/2016	\$50.00	\$0.00	\$50.00



Town of Hermon

Public Safety Building Meeting Room

April 21, 2016

Town Council Meeting

7:00 PM

MINUTES

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

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

\*\*\*ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION\*\*\*

**I. CALL TO ORDER BY CHAIRPERSON**

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

**II. PLEDGE OF ALLEGIANCE**

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

**III. ROLL CALL**

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

**Members Absent:** None

**Others Present:** Town Manager Roger Raymond, Town Clerk Ruth A. Nickerson, Senator Geoff Gratwick, Don Page, Nicole Cyr, Jay Dresser, Donna Pulver and Rod Carr

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

MINUTES. -APPROVE March 24, 2016

WARRANTS. -SIGN April 22, 2016

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

*The motion carries.*



**V. NEWS, PRESENTATIONS AND RECOGNITIONS**

None

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

**Senator Gratwick** told how this legislative session has been a curious one. The current ideology in Augusta makes for a very challenging and frustrating situation. He explained that for everything the legislature has done that is good there are a whole lot of things that did not get done. Next Friday is veto day. This is the last session of this term. The Legislature will be out of session until after the Election.

**VII. PUBLIC HEARINGS**

None

**VIII. COMMITTEE REPORTS**

None

**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**

**#1. Consider bids for snow plowing contract for 2016-17 to 2020-21**

**Councilor Thomas** moved to approve FR15-16-51. **Councilor Scott** seconded the motion. **A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR15-16-51 is attached for review.)*

**#2. Consider approving funds for development of a brochure**

**Councilor Brown** moved to approve FR15-16-52. **Councilor Scott** seconded the motion. **A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR15-16-52 is attached for review.)*

**#3. Consider approving expenditure from the Defense Reserve**

**Councilor Brown** moved to approve FR15-16-53. **Councilor Scott** seconded the motion. **A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR15-16-53 is attached for review.)*

**#4. Consider approving incentive agreement with Ryder**



**Councilor Freeman moved to approve R15-16-82. Councilor Brown seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(R15-16-82 is attached for review.)

**#5. Schedule a workshop to discuss an ordinance titled Public Safety Wrecker Towing Rotation and Services**

**Councilor Brown moved to approve R15-16-83. Councilor Scott seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R15-16-83 is attached for review.)

**#6. Consider approving change order for Fuller Road and Klatte Road Project**

**Councilor Brown moved to approve FR15-16-54. Councilor Scott seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(FR15-16-54 is attached review.)

**B. NEW BUSINESS**

**#7. Consider adopting Highway Improvement Plan**

**Councilor Brown moved to approve R15-16-84. Councilor Scott seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R15-16-84 is attached for review.)

**#8. Consider adopting Sewer Maintenance Plan**

**Councilor Thomas moved to approve R15-16-85. Councilor Scott seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R15-16-85 is attached for review.)

**#9. Consider scheduling Public Hearing for the Sport's Arena Liquor License Application**

**Councilor Scott moved to schedule a Public Hearing to hear public comment on May 5, 2016. Councilor Sinclair seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

**#10. Consider adopting tipping fee schedule for the Hermon Transfer Station for the 2016 season**

**Councilor Scott moved to approve R15-16-86. Councilor Brown seconded the motion. The motion was accepted without doubt.**



*The motion carries.*

\*(R15-16-86 is attached for review.)

**#11. Consider authorizing Town Manager to sign Quit-Claim deed conveying a portion of a turn around at the intersection of the Black Forest Drive and Streamside Avenue**

**Councilor Scott moved to approve R15-16-87. Councilor Freeman seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(R15-16-87 is attached for review.)

**Councilor Brown moved to approve R15-16-88 and R15-16-89. Councilor Scott seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(R15-16-88 is attached for review.)

\*(R15-16-89 is attached for review.)

**#12. Consider approving Cemetery Maintenance Plan**

**Councilor Brown moved to approve R15-16-90. Councilor Freeman seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R15-16-90 is attached for review.)

**#13. Consider approving agreement with the Bangor Human Society**

**Councilor Thomas moved to approve FR15-16-55. Councilor Scott seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(FR15-16-55 is attached for review.)

**C. WORKSHOPS**

**#14. REVIEW and Discuss Town Manager Job Description.**

The Town Manager's job description is in the Charter. There are currently two issues that need to be addressed. In the past, per the Charter, the Manager has been hired with an indefinite term. This has become a very uncommon practice. Town Managers are now most usually hired on a contractual basis. The Council should consider including this in the proposed Charter changes for the November ballot; changing the term "indefinite" to "definite."

Additionally, the Council has unofficially added three duties to the role of the Town Manager. These include the office of Treasurer, General Assistance Administrator, and Road Commissioner. Road Commissioner is a technical position that requires experience and time; at least 16 to 20 hours per week. Manager Raymond recommended the Council create a new 20 hour a week position for the Office of Road Commissioner.



## **#15 . REVIEW and Discuss Post PERC options.**

When we met with the owner of Fiberight we made clear that the Town will be unable to move forward in the decision making progress without more information. We still have not received any new information. The Council requested the Attorney mail a letter to MRC requesting answers to six specific questions. We have not received a reply. MRC's Joinder Agreement makes us responsible for all unacceptable waste. If Fiberight can determine the source of the unacceptable waste they will bill the source. If Fiberight cannot determine the source they will bill the MRC and every town will pay a portion of the cost. This is not an easy decision the Council is being asked to make for our community. The option that is willing to sit down and discuss the remaining issues is the option that will survive. We will continue to wait and see if we receive the requested information.

PERC has responded to all our inquiries.

Several communities, equaling 78,000 tons of trash, have already approved the Joinder Agreement proposed by the MRC. This means there will be no further changes or amendments to the Joinder Agreement.

The Town of Hermon produces 3,600 tons of trash annually. 1, 975 tons is residential waste. The remaining 1, 625 tons is commercial waste. We have no control over commercial waste, and we can only respond to any proposal based on the tons of waste we have control over. MRC's Deficiency Reserve will run out quickly, especially if communities continue to include commercial waste in their disposal projections.

PERC burns 90% of the waste they receive and landfills the remaining 10%. Fiberight will transform 80% of their collected waste and landfill 20%.

June 30 is the final decision date. There is nothing to gain by making a choice today. Usually time has a way of working things out. The Council agreed to discuss and decide at the 1<sup>st</sup> meeting in June and to take an actual vote at the 2<sup>nd</sup> meeting in June.

### **D. OTHER ITEMS (from Table Package)**

None

### **X. APPOINTMENTS**

None

### **XI. MANAGER STATUS REPORT:**

**Interim Fire Chief** – The Fire Chief is out on medical leave. We are unsure of when he will return. I have hired Darrel Cyr to serve as Interim Fire Chief. He will work 20 to 24 hours a week. I believe we are in good hands; I am very comfortable with Mr. Cyr's ability to lead the department. He currently serves as Assistant Fire Chief in Bangor.



**Route 2 Project** – The easement work is just about done. This project should go out to bid the end of June or first of July.

**Klatte Road and Fuller Road Project** – Klatte Road project is going very well. Ditching and reclaiming is currently taking place.

**Highway equipment storage building** – The footings were poured yesterday. The walls will be poured Monday.

**Recreation equipment storage building** – The footings and walls are poured.

**Update regarding council and town manager goals 2015-2016** – There are three outstanding goals, two of which are near complete. All goals will have been met by the end of June. Please begin thinking about next year’s goals; it will help out a lot when considering a Town Manager candidate.

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

None

**XIII. COUNCIL ITEMS:**

**Councilor Freeman** told how resident Sherry Pedersen asked if we could announce our Zero-Sort Recycling Program on the message board. There are several people in town who do not know we have a recycling program.

**Councilor McCluskey** spoke briefly about the Public Safety Meeting that took place last night. The committee is currently addressing certain deficiencies in the way the Town supports HVRS.

**XIV. EXECUTIVE SESSION:**

None

**XV. ADJOURNMENT:**

**Councilor Scott** moved to adjourn the meeting at 8:54pm. **Councilor Freeman** seconded the motion. With no objection the meeting was adjourned.

**Respectfully Submitted,**

**Ruth A. Nickerson, CCM**  
**Town Clerk**



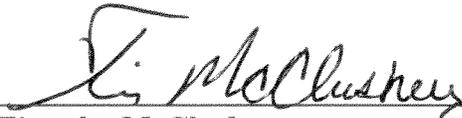
**FR15-16-51**

Be it resolved by the Hermon Town Council in town council assembled the contract for plowing, sanding and deicing 50.67 miles of public ways for the snow seasons (5) 2016-17 to 2020-21 be awarded to Gardner Construction Enterprises LLC. in the total amount of \$1,072,683.90 as noted by the attached Bid Form and the condition of work be in accordance to specifications titled "Snow Removal, Sanding and De-icing" for the Snow Seasons 2016 to 2021.

**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

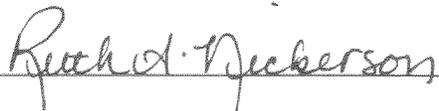
  
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**Timothy McCluskey**

  
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**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
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**Steven Thomas**

  
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**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Thomas</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



**FR15-16-52**

Be it resolved by the Hermon Town Council in town council assembled the contract to develop the Town of Hermon Economic Development Brochure be awarded to Bell's Image and Design located at 890 Coldbrook Road in the amount of \$1,250 as recommended by the Economic Development Committee and the cost to be paid for from Tax Incremental Revenues.

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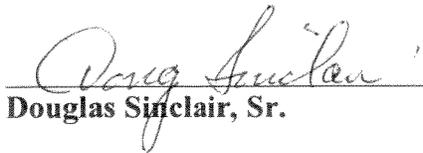
**SIGNED** this April 21, 2016 by the Hermon Town Council:

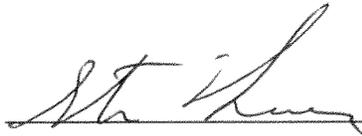
  
\_\_\_\_\_  
Donna Ellis

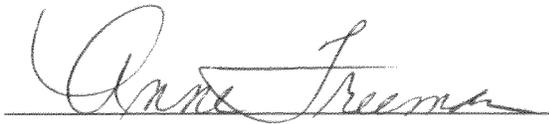
  
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William Scott

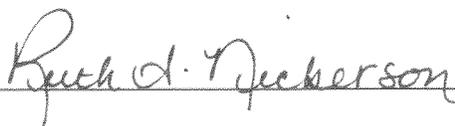
  
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Timothy McCluskey

  
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Alden Brown

  
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Douglas Sinclair, Sr.

  
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Steven Thomas

  
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Anne Freeman

Attest Original:   
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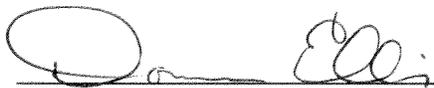
Motion <u>Brown</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



**FR15-16-53**

Be it resolved by the Hermon Town Council in town council assembled the Town's share of the legal fees realized from the review and to address issues relating to the MRC/Fiberight and PERC proposals for PERC 2018 be paid for from the Legal Defense Reserve in the amount of \$8,881.30.

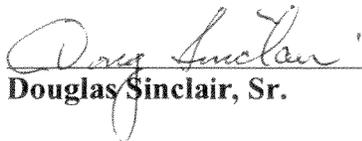
**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

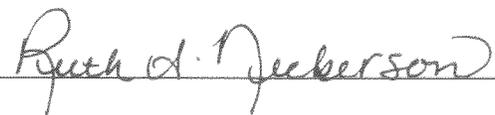
  
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**Timothy McCluskey**

  
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**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
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**Steven Thomas**

  
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**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



R15-16-82

Be it resolved by the Hermon Town Council in town council assembled the Development Agreement between the Town of Hermon and Ryder Truck Rental, Inc. as attached, is approved.

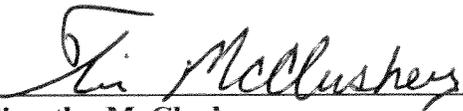
Be it further resolved the Town Manager is authorized to submit a request to Department of Economic and Community Development to amend the Tax Incremental Financing (TIF) Development Plan to include the incentives outlined by the agreement with Ryder Truck Rental and for other qualifying business as may be approved by the Town Council.

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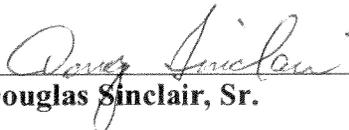
**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
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**Donna Ellis**

  
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**William Scott**

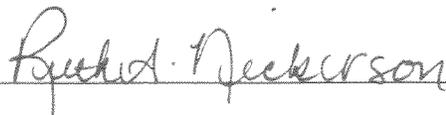
  
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**Timothy McCluskey**

  
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**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
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**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Freeman</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Brown</u>	Nays <u>0</u>	



R15-16-83

Be it resolved by the Hermon Town Council in town council assembled a workshop is scheduled for the May 5, 2016 town council meeting to review a draft of an ordinance titled "Public Safety Wrecker Towing Rotation and Services".

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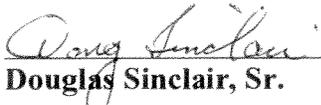
**SIGNED** this April 21, 2016 by the Hermon Town Council:

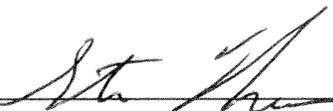
  
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**Donna Ellis**

  
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**William Scott**

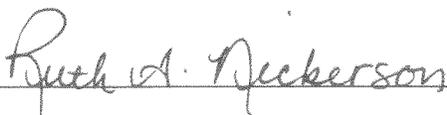
  
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**Timothy McCluskey**

  
\_\_\_\_\_  
**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>accepted</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>W/D doubt</u>	



**FR15-16-54**

Be it resolved by the Hermon Town Council in town council assembled *Change Order 1* relative to the contract with Gardner Construction to complete improvements to the Fuller Road and Klatte Road in the amount of \$9,620, more specifically the removal of trees along the right of ways, be approved.

Be it further resolved the cost of the work will be charged as project cost.

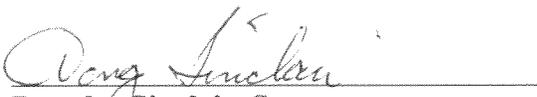
**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
Donna Ellis

  
William Scott

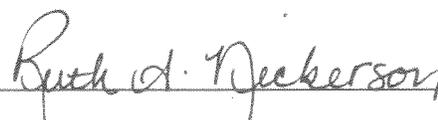
  
Timothy McCluskey

  
Alden Brown

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion <u>Brown</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



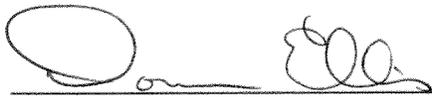
R15-16-84

Be it resolved by the Hermon Town Council in town council assembled the Road and Street Improvement Plan be adopted as presented.

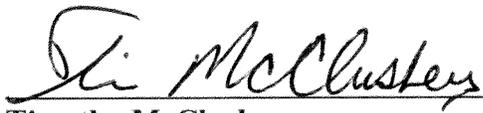
Be it further resolved the projects are to be included in the next update of the five year Capital Improvement Plan.

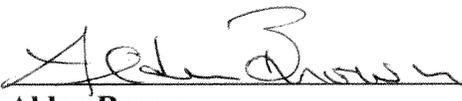
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SIGNED this April 21, 2016 by the Hermon Town Council:

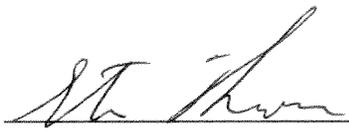
  
\_\_\_\_\_  
Donna Ellis

  
\_\_\_\_\_  
William Scott

  
\_\_\_\_\_  
Timothy McCluskey

  
\_\_\_\_\_  
Alden Brown

  
\_\_\_\_\_  
Douglas Sinclair, Sr.

  
\_\_\_\_\_  
Steven Thomas

  
\_\_\_\_\_  
Anne Freeman

Attest Original:   
\_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>accepted</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>w/o doubt</u>	



R15-16-85

Be it resolved by the Hermon Town Council in town council assembled the Sewer Maintenance Plan is approved as presented.

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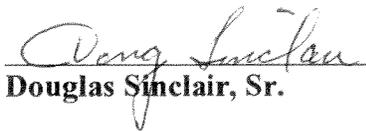
**SIGNED** this March 24, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

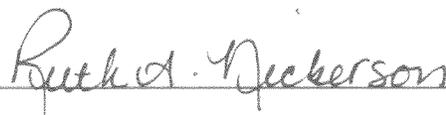
  
\_\_\_\_\_  
**Timothy McCluskey**

  
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**Alden Brown**

  
\_\_\_\_\_  
**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original: \_\_\_\_\_

Motion <u>Thomas</u>	Yeas <u>accept</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>w/o doubt</u>	

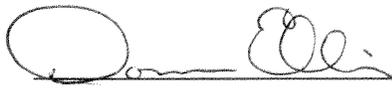


R15-16-86

Be it resolved by the Hermon Town Council in town council assembled the tipping fee and permit cost for 2016 for use of the Hermon Transfer Station is approved as presented.

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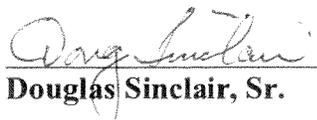
**SIGNED** this April 21, 2016 by the Hermon Town Council:

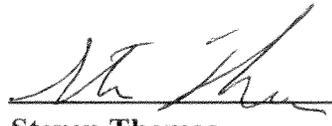
  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

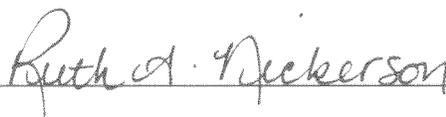
  
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**Timothy McCluskey**

  
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**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Scott</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Brown</u>	Nays <u>0</u>	



R15-16-87

Be it resolved by the Hermon Town Council in town council assembled a Quitclaim Deed is approved from the Inhabitants of the Town of Hermon to Rollan T. Walker and Rhonda L. Walker with a mailing address of 23 Oak Ridge Drive, Hermon Maine in order to convey a strip of land 40 feet X 60 feet abutting Lot 3 of said Oak Ridge Subdivision dated April 16, 2003 which will no longer be used as part of the public turn around at the terminus of Oak Ridge Road now the cul-de-sac has been constructed.

Be it further resolved the Town Manager is authorized to sign the deed.

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**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
Donna Ellis

  
William Scott

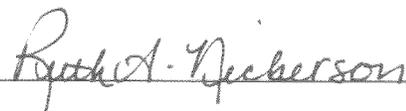
  
Timothy McCluskey

  
Alden Brown

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion	<u>Scott</u>	Yeas	<u>7</u>	Date	<u>April 21, 2016</u>
Second	<u>Freeman</u>	Nays	<u>0</u>		



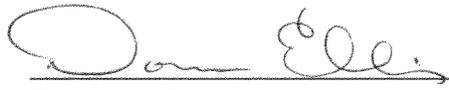
**R15-16-88**

Be it resolved by the Hermon Town Council in town council assembled a Quitclaim Deed is approved from the Inhabitants of the Town of Hermon to John Earl Knowles and Kristina Knowles with a mailing address of 571 Black Forest Drive, Hermon Maine to convey a strip of land 60 feet X 60 feet abutting Lot 19 of said Black Stream Acres Subdivision Phase II dated April 4,2008 which will no longer be used as part of the public turn around at the terminus of Black Forest Drive now that a cul-de-sac has been constructed at the terminus of Streamside Avenue subject, however, to a certain maintenance easement rights over the above referenced property for the benefit of Darrell Cyr and Nicole Cyr owners of Lot 19.

Be it further resolved the Town Manager is authorized to sign the deed.

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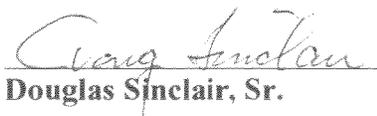
**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

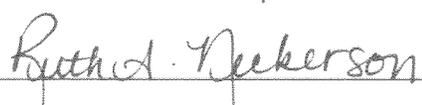
  
\_\_\_\_\_  
**Timothy McCluskey**

  
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**Alden Brown**

  
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**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original:   
\_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



**R15-16-89**

Be it resolved by the Hermon Town Council in town council assembled an Easement Deed is approved from the Inhabitants of the Town of Hermon to Darrell R. Cyr and Nicole T. Cyr of Hermon Maine over a strip of land 60 feet X 60 feet abutting Lot 19 of said Black Stream Acres Subdivision Phase II dated April 4,2008 which will no longer be used as part of the public turn around at the terminus of Black Forest Drive.

Be it further resolved the Town Manager is authorized to sign the easement deed.

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**SIGNED** this April 21, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
**Donna Ellis**

  
\_\_\_\_\_  
**William Scott**

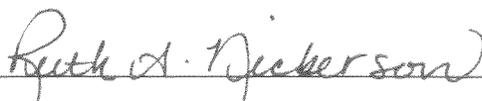
  
\_\_\_\_\_  
**Timothy McCluskey**

  
\_\_\_\_\_  
**Alden Brown**

  
\_\_\_\_\_  
**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original: \_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	



R15-16-90

Be it resolved by the Hermon Town Council in town council assembled the Cemetery Improvement Plan as presented be approved and the recommended improvements will be included as part of the updated 2017 to 2022 Capital Improvement Plan.

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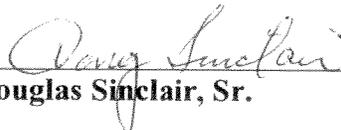
SIGNED this April 21, 2016 by the Hermon Town Council:

  
\_\_\_\_\_  
Donna Ellis

  
\_\_\_\_\_  
William Scott

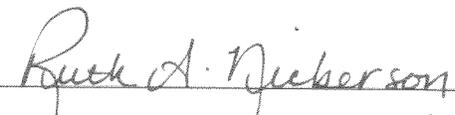
  
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Timothy McCluskey

  
\_\_\_\_\_  
Alden Brown

  
\_\_\_\_\_  
Douglas Sinclair, Sr.

  
\_\_\_\_\_  
Steven Thomas

  
\_\_\_\_\_  
Anne Freeman

Attest Original:   
\_\_\_\_\_

Motion <u>Brown</u>	Yeas <u>accepted</u>	Date <u>April 21, 2016</u>
Second <u>Freeman</u>	Nays <u>w/o doubt</u>	



**FR15-16-55**

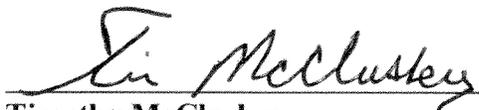
Be it resolved by the Hermon Town Council in town council assembled the contract between the Town of Hermon and Bangor Humane Society be renewed for the period 7-1-2016 to 6-30-2017 for the annual fee of \$8,015.68.

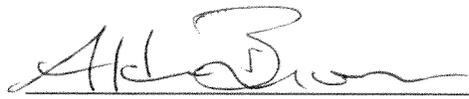
Be it further resolved the impound fee be set at \$40 per offense.

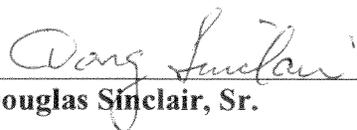
**SIGNED** this April 21, 2016 by the Hermon Town Council:

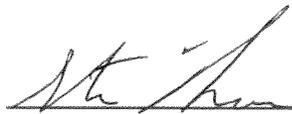
  
\_\_\_\_\_  
**Donna Ellis**

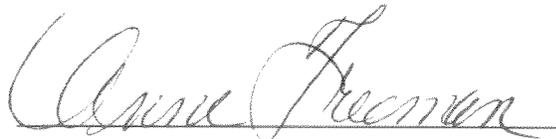
  
\_\_\_\_\_  
**William Scott**

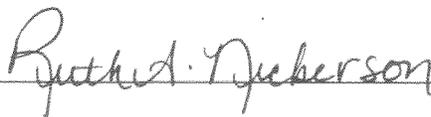
  
\_\_\_\_\_  
**Timothy McCluskey**

  
\_\_\_\_\_  
**Alden Brown**

  
\_\_\_\_\_  
**Douglas Sinclair, Sr.**

  
\_\_\_\_\_  
**Steven Thomas**

  
\_\_\_\_\_  
**Anne Freeman**

Attest Original: \_\_\_\_\_

Motion <u>Thomas</u>	Yeas <u>7</u>	Date <u>April 21, 2016</u>
Second <u>Scott</u>	Nays <u>0</u>	

## MEMORANDUM

To: Members of the Town Council

From: Roger Raymond, Town Manager

Re: Town Council Agenda-July 28, 2016

Date: July 22, 2016

Consider awarding contract for drainage improvements in Freedom Park-The Town Council at the July 14<sup>th</sup> meeting authorized the Public Works Director to seek proposals to complete drainage improvements in Freedom Park. The Request for Proposals were mailed out to the list of local contractors provided to the Council. They have been asked to submit their proposals by July 27. This will allow us the time to prepare the bid tally and to make it available to the Council at the July 28<sup>th</sup> meeting. I have included a copy of the Request for Proposals for your review.

Consider awarding contract for shoulder work on Hopkins Road- Town Council at the July 14<sup>th</sup> meeting authorized the Public Works Director to seek proposals to complete shoulder improvements along the Hopkins Road. The Request for Proposals were mailed out to the list of local contractors provided to the Council. They have been asked to submit their proposals by July 27. This will allow us the time to prepare the bid tally and to make it available to the Council at the July 28<sup>th</sup> meeting. I have included a copy of the Request for Proposals for your review.

Consider awarding contract for drainage improvements Creamery Road- Consider awarding contract for drainage improvements along the Creamery Road-The Town Council at the July 14<sup>th</sup> meeting authorized the Public Works Director to seek proposals to complete drainage improvements along Creamery Road. The Request for Proposals were mailed out to the list of local contractors provided to the Council. They have been asked to submit their proposals by July 27. This will allow us the time to prepare the bid tally and to make it available to the Council at the July 28<sup>th</sup> meeting. I have included a copy of the Request for Proposals for your review.

Consider approving the ballot questions for the Charter amendments- The Town Clerk has prepared the ballot questions for the amendments to the Charter that were approved by the prior Town Council. You will be asked to approve the questions so our Town Clerk can prepare the ballot for the November election. She has also forwarded the questions to the Town Attorney for his review. I have included a copy of the proposed ballot questions.

Consider carrying the balance forward in Police Revenues for the police cruiser purchase- The Finance Office has requested the Town Council vote to carry forward the insurance payment received for the Tahoe police cruiser totaled this spring to 2016-2017 fiscal year since it is being paid during this period. The amount of the insurance payment is \$18,550. The remaining balance is going to be paid for from the Police Equipment Reserve Account which has been

approved by the Town Council. I have attached a copy of the Finance Director's memo for your review.

Consider Request for Bids for Mowing and Cemetery Maintenance- The current three year contract will be over this fall. The Public Works Director is requesting the Town Council authorize the Request for Bids for a three year contract and is proposing some amendments to the current specifications. I have included a copy of the proposed specifications for your review. Please note the proposed changes are highlighted for your convenience. I will recommend this Request for Proposals be advertised in the Bangor Daily News.

Review and approve amended job description for the position of Fire Chief- In anticipation of hiring a new Fire Chief, the officers of the Hermon Fire Department have recommended some changes to the current job description. I have attached a copy of the current job description and a copy of the proposed changes. I will have a suggested description forwarded to you by the Town Clerk on Monday. I will be asking the Town Council to approve the new description for the fire chief position.

Amend 2016-2017 Salary and Wage Schedule for the Deputy Tax Collector-Registration Agent- When I prepared the 2016-2017 Salary and Wage Schedule and submitted it for approval to the Town Council, I mistakenly stated the hourly wages for this position. I asked it be set at \$17.42 but it should have been \$17.59. I requesting the Town Council restate the correct amount of \$17.59.

Consider authorizing expenditure for equipping the 2016 police cruiser- The Hermon Community Policing Unit is requesting the Town Council authorize an expenditure not to exceed \$5,000 to reequip the new Explorer cruiser. This vehicle is replacing the Tahoe which was totaled this spring. The cost for this project will be paid in part from the proceeds of the insurance payment and the Police Equipment Reserve Account. Once I am aware of the amount from the insurance company I will let the Town Council know

Consider approving expenditure from the Public Works Facility Reserve for improvements at the salt and sand storage building- The Public Works Director has requested the Council consider authorizing an expenditure of \$1,170 from the Public Works Facility Reserve to replace the entrance metal door to the salt and sand shed. The existing door has corroded including the frame and cannot be opened without considerable force. The cost of replacing the door was not anticipated when the annual budget was considered. I have included a copy of the proposal for the Council to consider.

Hold a workshop to establish the goals for the ensuing year- I will be reviewing the proposed Town Council goals for the ensuing year- The Council will be asked to amend the list as desired. The final list will be submitted to the Town Council for approval at the August 11<sup>th</sup> meeting in anticipation of the arrival of the new Town Manager, Howard Kroll. I have included a copy of the proposed goals for your review.

# 1.  
7-28-16

**REQUEST FOR BIDS  
TOWN OF HERMON**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace culverts at Freedom Industrial Park such referenced as the "Freedom Industrial Maintenance Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Wednesday, July 27, 2016 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at [hermon.net](http://hermon.net) or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

## **Freedom Industrial Maintenance Project INSTRUCTIONS**

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

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Freedom Industrial Maintenance Project".

All bids must be submitted no later than 4:00 p.m., Wednesday, July 27, 2016 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Roger Raymond, Town Manager at 848-1015, cell phone at 356-2914 or email address at [raymondrr@hermon.net](mailto:raymondrr@hermon.net).

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

**SPECIFICATIONS**  
**Freedom Industrial Maintenance Project**

**Section 1- Extent of Work**

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts at Freedom Industrial Park as described in the “work” section. All culverts, materials and paving will be provided by the contractor. Pavement for cross culverts will be paid and completed by the Contractor. Cross culverts will be paved using modified binder 3” thick compacted in one layer. All cross culverts must be paved within 48 hours after the culvert has been replaced.

Work will be as follows:

Ditching and “Cleaning of Ditches” in the Right of Way:

1. Ditching/ Cleaning ditches- Contractor will ditch/clean ditches of weeds, brush, excess road sand and material not suitable for good drainage with a loam and seed finish from the rear driveway connection at John Deere to the Cross culvert drainage project totaling 200’ on the South side of the roadway. Erosion control after 3” loam and conservation mix seed for grass catch is required. 200’ on the North side entrance at Freedom Park ditch cleaning is required with loam and seed to finish as above.
2. Starting at pole 7 ditch and clean ditches as described in project #1 for 560’ until 66 Freedom Parkway.
3. Ditching as described above in project #1 to “clean” ditches at Lexington Drive from pole 80 (close to Bangor Waterfront Concerts property) to Pole 80S (near ENVIRONMENTS) 160’ matching to meet existing culverts between properties. Contractor will not affect back slopes or in slopes. Erosion control and seed needed for bottom of ditch or affected trenching areas only.

Cross Culvert Replacement:

1. At Concord Lane replace the existing CGM cross culvert in the roadway with a poly coated aluminized culvert 60’. Compact in 10” lifts with quality material added to the common borrow during excavation. Tailings for rocking the ends mixed with gravel and compacted for erosion control is required. Seed any grass areas disturbed with erosion control/blown mulch to finish.

Repaving with 12.5 modified binder according to MDOT specs is required to match the thickness found at the saw cut.

2. Stump area where trees were cut for wireless access near Contractor Road (Beauregard entrance). Remove stumps, level with common fill before loam and seed with mulch finish. 3” of quality clean loam, dragged and prepared for seeding by qualified contractor is required. Clean up on exit of area adjacent to parking lot at Andersen building is part of this project.

#### Entrance Repair and Culvert Replacement:

(South side of Freedom Parkway)

1. At corner of Elaine Drive and Freedom Parkway replace both driveway culverts at same location with 12" ADS after adjusting ditch to gain as much cover over culverts as possible. Tailings to rock the ends are required compacted around end of pipe with 3" of loam and seed with mulch for finish. (This was Northeast restorations prior location, horseshoe driveway)

Elaine Drive driveway= 30'- 12" ADS

Freedom Parkway driveway= 24'- 12" ADS

(North Side of Freedom Parkway)

1. 124 Freedom Parkway- LH Dorman Install 30' of 12" ADS, rock the ends with compacted tailings
2. 115 Freedom Parkway- Freedom Power Install 40' of 15" ADS in main driveway and 30' of 15" ADS in secondary drive
3. 109 Freedom Park- Warehouse with office Install 1 Aluminized 50' x 15" culvert in warehouse siding driveway and 1 30' x 15" ADS in driveway office side

Ditching between the culverts on north side of Freedom parkway:

1. Start near Elaine/Lexington Freedom intersection (close to Box 124) and ditch 250' between culverts to provide pitch and flow for water so that it can move to cross culverts at Freedom Auto Body. At Freedom Auto Body, clean and create a bowl for the swale and junction between ditching to work well adding rock to stabilize, loam and seed all disturbed areas.

Erosion Repair- Freedom Parkway- North side @ 25 Freedom Parkway- at OHI Driveway- Rock in ends of culvert and increase radius with paving so water does not repeat wash out at this location.

Sullivan and Merritt- Sewer Repair in Roadway at Concord Drive

1. Digging in the roadway at Concord Drive to replace the 4" SDR green sewer line sections that are "egg shaped" in the wastewater system. Contractor will connect new sections of pipe from the sewer manhole to the edge of pavement approximately 40'.

Qualified contractors will excavate and use the common borrow with good material added as necessary to re-build the road base compacting in 10" lifts. Repaving with modified binder in the trench is acceptable using MDOT spec approved 12.5 modified binder.

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The Contractor will be responsible for repaving all cross culverts within 48 hours after installation of the new culvert. The disturbed area will be repaved with 3" (compacted) of modified binder meeting MDOT specifications.

The ends of all culverts will be stabilized with gravel tailings not greater than 4" in diameter.

### **Section 2- Insurance Requirements**

Except as otherwise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

### **Section 3- Indemnification**

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

### **Section 4- Equipment and Labor**

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

### **Section 5- Work Schedule**

Work will be completed no later than August 30, 2016 unless extended by the Owner.

### **Section 6- Penalty**

The contractor shall be penalized \$250 per day for every day after August 30, 2016 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

### **Section 7- Breach of Contract**

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

### **Section 8- Payment Schedule**

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment within ten days from the receipt of the invoice and upon satisfactorily completion of the work as determined by the Town Engineer.

### **Section 9- Safety Controls**

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

### **Section 10- Contractor's Responsibility**

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

### **Section 11- Change Order**

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

### **Section 12- Permits**

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

### **Section 13- Erosion Control**

The Contractor will follow all MDEP erosion control requirements.

### **Section 14- Guarantee**

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

### **Section 16- Traffic Control and Signing**

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times.

**Section 17- List of Culverts and Length of Ditching-**

The detail for the Scope of Service has been provided in order to help the Contractor understand the extent of work being proposed. The Contractor should verify the quantity to make sure they are accurate because it is the intent of the Town to perform maintenance as described in the Scope of Service and be ditched in accordance to MDOT standards including all driveway culverts that need to be replaced are replaced. The Lump Sum bid shall include this work.

**TOWN OF HERMON**

**Freedom Park Maintenance Project**

I \_\_\_\_\_ doing business as \_\_\_\_\_ agree to complete all work and provide all materials, equipment and supervision associated with the project (Freedom Park Maintenance Project, except as noted by the specifications, for the lump price of \$ \_\_\_\_\_

Signed \_\_\_\_\_

Name of Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

#2.  
7-28-16

**REQUEST FOR BIDS  
TOWN OF HERMON**

The Town of Hermon is accepting bids from qualified contractors to perform road maintenance, shoulder grooming and ditching along the Hopkins Road such referenced as the "Hopkins Road Ditching Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Wednesday, July 27, 2016 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at [hermon.net](http://hermon.net) or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

## **Hopkins Road Ditching Project**

### **INSTRUCTIONS**

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

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Hopkins Road Ditching Project".

All bids must be submitted no later than 4:00 p.m., Wednesday, July 27, 2016 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Roger Raymond, Town Manager at 848-1015, cell phone at 356-2914 or email address at [raymondr@hermon.net](mailto:raymondr@hermon.net).

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

**SPECIFICATIONS**  
**Hopkins Road Ditching Project**

**Section 1- Extent of Work**

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to pull shoulders, ditch and groom along Hopkins Road beginning at the intersection of the Creamery and Hopkins intersection and ending at the Turn- a-round at Hopkins Road. All materials necessary for erosion control and seeding will be provided by the contractor. Small trees in the right of way less than 4 inches must be removed for sight distance and to ditch properly.

Work will be as follows:

The Hopkins road project requires shoulder grooming/pulling on the South side starting at pole 55 for approximately 620'. There is no ditching on south side, only removing high shoulders from roadway so water can shed evenly as it exits pavement surface.

Ditching on the North side of the roadway from the railroad tracks includes 544' total along the side of the cemetery where the high spot on the roadway leads both directions from the top. Erosion control, loam and seed for disturbed ditching areas will be required in front of cemetery.

From mailbox 11 towards intersection of Newburgh and Creamery ditch 112' to guardrail until water can find the stream naturally. Gentle swale at beginning that graduates to full ditching with 2 foot shoulder and 3:1 back slope, hay and erosion control after seeding to complete section.

**Section 2- Insurance Requirements**

Except as other wise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor , any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

### **Section 3- Indemnification**

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

### **Section 4- Equipment and Labor**

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

### **Section 5- Work Schedule**

Work will be completed no later than August 30, 2016 unless extended by the Owner.

### **Section 6- Penalty**

The contractor shall be penalized \$250 per day for every day after August 30, 2016 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

### **Section 7- Breach of Contract**

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

### **Section 8- Payment Schedule**

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment within ten days from the receipt of the invoice and upon satisfactorily completion of the work as determined by the Town Engineer.

### **Section 9- Safety Controls**

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

### **Section 10- Contractor's Responsibility**

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

### **Section 11- Change Order**

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

### **Section 12- Permits**

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

**Section 13- Erosion Control**

The Contractor will follow all MDEP erosion control requirements.

**Section 14- Guarantee**

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner’s written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

**Section 16- Traffic Control and Signing**

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times when necessary.

**Section 17- Detail of Work and Length of Ditching-**

The detail for the Scope of Service has been provided in order to help the Contractor understand the extent of work being proposed. The Contractor should verify the quantity to make sure they are accurate because it is the intent of the Town to have the entire length of the work described in the Scope of Service maintained in accordance to MDOT standards. The Lump Sum bid shall include this work.

**TOWN OF HERMON**

**Hopkins Road Ditching Project**

I \_\_\_\_\_ doing business as \_\_\_\_\_ agree to complete all work and provide all materials, equipment and supervision associated with the project (Hopkins Road Ditching Project, except as noted by the specifications, for the lump price of \$\_\_\_\_\_

Signed \_\_\_\_\_

Name of Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

# 3.  
7-28-16

**REQUEST FOR BIDS  
TOWN OF HERMON**

The Town of Hermon is accepting bids from qualified contractors to ditch and replace driveway culverts along the Creamery Road such referenced as the "Creamery Road Ditching Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Wednesday, July 27, 2016 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

## **Creamery Road Ditching Project INSTRUCTIONS**

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

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Creamery Road Ditching Project".

All bids must be submitted no later than 4:00 p.m., Wednesday, July 27, 2016 at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, PO Box 6300, Hermon, Maine 04401 or dropped off at the Hermon Town Office at 333 Billings Road.

Award of the contract by the Town Council will be based on the lump sum amount quoted for all work specified by the Request for Bids.

Questions regarding the Request for Bids may be addressed to: Roger Raymond, Town Manager at 848-1015, cell phone at 356-2914 or email address at [raymondr@hermon.net](mailto:raymondr@hermon.net).

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

**SPECIFICATIONS**  
**Creamery Road Ditching Project**

**Section 1- Extent of Work**

To provide all necessary materials, labor; equipment; supervision and knowledge necessary to ditch and replace culverts along Creamery Road beginning at the intersection of the Hopkins and Creamery and ending at the Turn- a-round at Creamery Road. All culverts, materials and paving will be provided by the contractor. Pavement for cross culverts will be paid and completed by the Contractor. Cross culverts will be paved using modified binder 3" thick compacted in one layer. All cross culverts must be paved within 48 hours after the culvert has been replaced.

Work will be as follows:

The Creamery road is a ditching, culvert replacement and turn-a-around improvement project containing a small amount of cleaning brush for sight distance at the intersection. All culverts will be installed with 9"-12" of cover and rocked at the ends for erosion control. Hay and seed will be installed for erosion control. Please note the instructions below:

(South side- Opposite of train tracks)

1. 40' x 40' Turn-A-Round Needs sloping off back edge for water to escape and gravel inserted within the boundaries of the turning area. Raising the turn so that it is at least level with the roadway at edge of pavement before it slopes away off the back side is preferable.
2. Begin at pole 7 (Clean and ditch) to mailbox 5 (Carlson's) and replace driveway culvert with a 15" x 30' ADS
3. From mailbox 5 Clean and ditch to Buck Lane at Box 2006 & 2012 and replace driveway pipe with 15" x 30' ADS
4. From Buck Lane- Clean and ditch to mailbox 28 and replace driveway pipe with 24"x 30' ADS
5. From Box 28- Clean and ditch to mailbox 20 (Tracy) Replace driveway culvert with 24"x30' ADS
6. Cross culvert near mailbox 20 (Tracy) Replace with 24" x30' and rock ends

Total length of ditching (South side) = 1,138' – 120' (driveway entrances) = 1,018'

(North side- same side as train tracks)

Start at pole 4 ----> Ditch and clean 1,147' to near pole 7

Both sides require cleaning ditches for maintenance and drainage. Many locations for cleaning ditches requires matching what is currently in place- where there are no back slopes, do not create any, etc.

Total ditching both sides: 1,018' +1,147' = 2, 165'

All culverts will be installed in accordance to Maine Department of Transportation Standard Specifications November 2014 Edition Division 600 Section 603 Pipe Culverts and Storm Drains.

The pavement edge for all paved driveways and cross culverts where disturbed will be saw cut by the Contractor prior to excavation and all cuts will be straight and clean.

The Contractor will be responsible for repaving all cross culverts within 48 hours after installation of the new culvert. The disturbed area will be repaved with 3" (compacted) of modified binder meeting MDOT specifications.

The ends of all culverts will be stabilized with gravel tailings not greater than 4" in diameter.

### **Section 2- Insurance Requirements**

Except as otherwise provided by the Agreement, the Contractor and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement, at no expense to the Owner, the following coverage:

A. Public Liability Insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) or such other amount as is established by the Maine Tort Claim Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing services under the Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by them.

B. Automobile Liability Insurance in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. Section 8101 et seq.) as amended from time to time, combined single limit, to protect the Contractor, any subcontractor performing work covered by this Contract, and the Owner from claims and damages that may arise from operations under the Contract, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed.

C. Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as necessary, as required by Maine law.

D. All such insurance policies shall name the Owner and its officers, agents and employees as additional insured. The Contractor, at time of contract signing shall deliver to the Owner certificates satisfactory to the Owner evidencing such insurance coverages, which certificates shall state that the Contractor and its subcontractors must provide written notice to the Owner at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any such insurance policy.

### **Section 3- Indemnification**

The Contractor will defend, indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.

### **Section 4- Equipment and Labor**

Equipment used shall meet all State and Federal regulations including but not limited to Department of Labor and Maine Motor Vehicle Regulations and all work will be completed in accordance to all safety regulations established by the Department of Labor and OSHA.

#### **Section 5- Work Schedule**

Work will be completed no later than August 30, 2016 unless extended by the Owner.

#### **Section 6- Penalty**

The contractor shall be penalized \$250 per day for every day after August 30, 2016 the project has not been completed to the satisfaction of the Town unless the date has been extended by the Owner.

#### **Section 7- Breach of Contract**

In the event the contractor fails to complete the work as herein agreed, the town shall among its other remedies have the right to cancel the agreement by sending written notice of such cancellation by regular United States Mail, postage prepaid, to contractor at its last known business address. Such notice and cancellation does not constitute an election or waiver of any other remedy or remedies that the town may have against the contractor. In the event the town shall bring suit on account of breach of covenant, agreement or conditions herein written, contractor agrees to pay the town reasonable attorney's fees, in addition to the amount of judgment and costs

#### **Section 8- Payment Schedule**

Payments will be made monthly based on the percentage of the project completed and after submittal of an invoice by the contractor to the Town of Hermon noting the percentage of the project completed and the amount due including any change order. The Town will make payment within ten days from the receipt of the invoice and upon satisfactorily completion of the work as determined by the Town Engineer.

#### **Section 9- Safety Controls**

The Contractor will be responsible for making sure the construction area is properly secured at all times, kept in good order and safe travel for pedestrian and motorist. Pavement will swept clean prior to the end of every work day.

#### **Section 10- Contractor's Responsibility**

The Contractor will provide all materials, supplies, labor, equipment, and supervision to complete the project.

#### **Section 11- Change Order**

No change orders will be paid for if not first approved by the Town. All change orders will be quoted at actual cost plus no more than 20% markup.

#### **Section 12- Permits**

The contractor will obtain the Dig Safe permit and the Town will obtain all other required permits.

#### **Section 13- Erosion Control**

The Contractor will follow all MDEP erosion control requirements.

#### **Section 14- Guarantee**

To the extent construction or materials are provided in the provision of Services hereunder, the Contractor and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the Owner's written acceptance of this project, and agree to repair or replace at no cost or expense to the Owner all work, materials and fixtures at any time during said one-year period.

**Section 16- Traffic Control and Signing**

All traffic control and signing will be the responsibility of the Contractor and will be in accordance to federal and State safety requirements. The Town will require the Contractor to maintain certified flaggers for this project at all times when necessary.

**Section 17- List of Culverts and Length of Ditching-**

The detail for the Scope of Service has been provided in order to help the Contractor understand the extent of work being proposed. The Contractor should verify the quantity to make sure they are accurate because it is the intent of the Town to have the entire length of road described in the Scope of Service and be ditched in accordance to MDOT standards including all driveway culverts that need to be replaced are replaced. The Lump Sum bid shall include this work.

**TOWN OF HERMON**

**Creamery Road Ditching Project**

I \_\_\_\_\_ doing business as \_\_\_\_\_ agree to complete all work and provide all materials, equipment and supervision associated with the project (Creamery Road Ditching Project, except as noted by the specifications, for the lump price of \$\_\_\_\_\_

Signed \_\_\_\_\_

Name of Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_



# 4/  
7-28-16

*Charter Amendments*  
*November 2016*

1. Vote to eliminate term limits for Town Council and School Committee members (Sections 2.02 and 6.01).
2. Vote to eliminate the requirement for the Town Attorney to attend all Annual Town Meetings (Section 3.01)
3. Vote to include cost center format for school budget as set by the school board pursuant to Department of Education requirements (Sections 6.08 and 8.06)
4. Vote to amend duties of the Board of Assessment Review by removing the right to confer jurisdiction over appeals arising from any Town Ordinance (Section. 7.02 b)
5. Vote to require one member of the Board of Assessment Review to be an attorney licensed to practice in the State of Maine and one member a Maine certified real estate appraiser or certified Maine assessor (Section 7.03)
6. Vote to authorize the Assessor to set the overlay as required by state law and to require the Town Council to adopt the tax levy by council resolution (Sections. 8.03 and 8.04)
7. Vote to include the School Department when preparing the Capital Improvement Plan (Section 8.12).
8. Vote to authorize the Town Council to limit the use of funds from Reserve Accounts to meet cash flow (Section 8.14).
9. Vote to restrict a Town Councilor from having any immediate family member working for the Town, except seasonal municipal or school employees, while serving on the council. Immediate family member will include spouse, children, sibling, including step, half and in-law relations and domestic partners. (Section 2.02 subsection b).
10. Vote to reaffirm the Town Council's authority to determine the total amount of the School budget to be submitted to a budget validation referendum. (Sections 6.08 and 8.02)
11. Vote to authorize the Town Council to appoint a the Town Manager for a definite term (Section 4.01)

#0, #7.  
7-28-16

From:  Rachel Grass

Thursday, July 21, 2016 1:17:40 PM



Subject: 7/29/16 agenda

To:  **Roger Raymond**

Roger:

Can you please present to the council a carryforward from 15-16 to 16-17 in the amount of \$18,550? This is the amount that was received from the insurance company for the Tahoe.

Second, can you please present to the council a financial resolve asking them to approve an amount not to exceed \$5,000 for the install of the equipment and outfit the new cruiser? We are waiting on a bid from Atlantic Communications, so I don't have an exact figure as of yet. I do have a quote from Whitten's in the amount of \$3,700 and Davinci Signs for lettering the car in the amount of \$544.50 for a total of \$4,244.50.

Thank you and let me know if you have any further questions!

Sincerely,

Rachel Grass

Please be advised that email communications sent to or received from Town employees are subject to the Freedom of Access Act and may become part of public record or shared with the media.

# 6.  
7-28-16

**REQUEST FOR BIDS**  
**Mowing and Cemetery Maintenance**  
**TOWN OF HERMON**

The Town of Hermon is requesting bids from interested and qualified firms to mow and maintain Town properties listed in the scope of services within this document. Bids must be submitted no later than 4:00 p.m., (EST), Tuesday, November 15, 2016. All bids must be submitted in accordance to the specifications titled "Mowing and Cemetery Maintenance". The Town reserves the right to accept or reject any or all bids. Additional bid packages may be obtained by contacting the Town Clerk at 848-1010, or by visiting Hermon.net.

**The Town of Hermon is an Equal Opportunity Employer.**

**GENERAL SPECIFICATIONS/ BID FORM**  
**Mowing and Cemetery Maintenance**

**1. BID INSTRUCTIONS**

- 1.1 Bids shall be submitted to: Town Manager, Hermon Town Office, Hermon, Maine, 04401.
- 1.2 Bids shall be sealed in an envelope and marked on the outside:  
**“Mowing and Cemetery Maintenance”**
- 1.3 All bids shall be submitted on the attached bid form.
- 1.4 Bids must be submitted no later than 4:00 p.m. (EST) Tuesday, November 15, 2016.
- 1.5 The contractor shall supply with the bid proposal statutory Workers Compensation Insurance and shall provide the Town of Hermon with a Certificate of Insurance. The Contractor shall maintain during the period of the contract such Contractor’s General Liability and Property Damage Insurance that shall protect the Town and contractor from claims for damage for personal, bodily and property damage in an amount not less than \$500,000. A Certificate of Insurance must be provided with this bid form listing the Town of Hermon as a co-insured.
- 1.6 Areas listed on the bid form are provided solely for the purpose of this "Request for Bids". The Town reserves the right to purchase more or less than the total areas listed on the Bid Form.
- 1.7 Delivery of service will be mutually scheduled but must follow with the specifications listed in the scope of services.
- 1.8 Questions regarding this Request for Bids shall be addressed to Scott Perkins, Public Works Director at 848-1010.
- 1.9 Bids submitted by fax or email will not be accepted.
- 1.10 The Town reserves the right to accept or reject any or all bids when determined to be in the best interest of the town.

**2.0 SCOPE / SPECIFICATIONS/ BID INSTRUCTIONS**

The work covered by these specifications consists of furnishing all necessary equipment and performing all operations in connection with the delivery of Mowing and Cemetery Maintenance service for the Town of Hermon. Contractor and all his employees shall adhere to all safety precautions and best practices as determined by Town of Hermon.

- 2.1 The contract is for three consecutive one-year terms.
- 2.2 The bid price shall be a cumulative number based on all of the areas identified in this document and the addendums, but prices will be provided separately for each area.
- 2.3 The bidder will furnish three separate numbers for each contract year indicating any prices increases or cost of living increases desired. There will be no “triggers” in the contract for cost increases during the term.

The Bidder will carefully examine the requirements set forth herein, inspect all of the cemeteries, recreational areas and commonly described Town owned properties that are included in this request for proposal (“the Town’s cemeteries”, as listed below in 3.0 *General Requirements, List “B.”*, the “Recreational areas”, as identified on a map marked “Exhibit A” (which is attached), all areas described in item “G.,” “Additional Town Areas” and set prices for the next three mowing seasons:

- i) April 15, 2017 through October 15, 2017,
- ii) April 15, 2018 through October 15, 2018,
- iii) April 15, 2019 through October 15, 2019

**3.0 GENERAL REQUIREMENTS:**

- A. Cemetery cleanup pre-season: Contractor shall visit each cemetery to clean up and remove leaves, branches, limbs and other debris material in order to prepare for mowing. Pre-season clean up and the first complete mowing of all cemeteries shall be accomplished before Memorial Day weekend. (See below for “special effort mowing” instructions)
- B. The following five cemeteries shall be mowed, trimmed and stones blown off by a blower device by a Contractor:
  - 1. Pleasant Hill Cemetery
  - 2. Snow's Corner Cemetery
  - 3. Evergreen Cemetery
  - 4. Pine Tree Cemetery
  - 5. Hermon Pond Cemetery
- C. The five cemeteries listed above, shall be mowed and trimmed by the Contractor, at a minimum of every 10 (“ten”) days. Further, the Contractor shall provide an increased and special effort mowing, trimming and blowing within 4 (“four”) days of each major holiday listed below:
  - i) Memorial Day
  - ii) Fourth of July
  - iii) Labor Day
- D. “Trimming” consists of cutting around all buildings, stones, trees, gates, fencing and shrubbery.
- E. Dead and fallen tree limbs shall be removed by the contractor as necessary to complete the mowing process.
- F. No dead grass piles or piles of associated trimmings shall be left at any site. No scalping of cemetery lots shall occur. Uneven ground plots should be trimmed with a hand held device.
- G. The following list represents all areas to be mowed/trimmed in addition to the cemeteries listed above:
  - 6. Town Office (including new lawn area)/ “Town Center” at Hermon Corner
  - 7. School House (Historical Property- Billings Road)
  - 8. Recreation Area (Exhibit A)
  - 9. Pump Station (Odlin Road, Mack Lane, Autocar Lane, Hammond Street)

10. Pinewood Park (Entrance and Sign)
11. Coldbrook Park (Entrance and Sign)
12. Liberty Drive (Entrance and Sign)
13. Freedom Park (Entrance and Sign)
14. Public Works lawn areas/Buildings/Ditch
15. Hermon Corner- trimming around sidewalk crossing areas

- H. Baseball fields shall be mowed and trimmed every 4 days at beginning of season until end of school year. No grass shall be blown on the dirt infield areas or stone walk ways/seating areas.
- I. When mowing around School/Town areas, contractor must discontinue mowing operations when children are at recess, playing on sports fields or in the general area for recreational purposes.
- J. All trash will be picked up and disposed of by contractor before the grass is mowed, or during operation of mowing.
- K. The contractor shall not blow grass on equipment that can be easily moved.
- L. Mowing after sunset will not be allowed.
- M. No spray of any kind is to be applied by mowing contractor at any site.
- N. All damages to Town of Hermon property are the responsibility of the contractor.

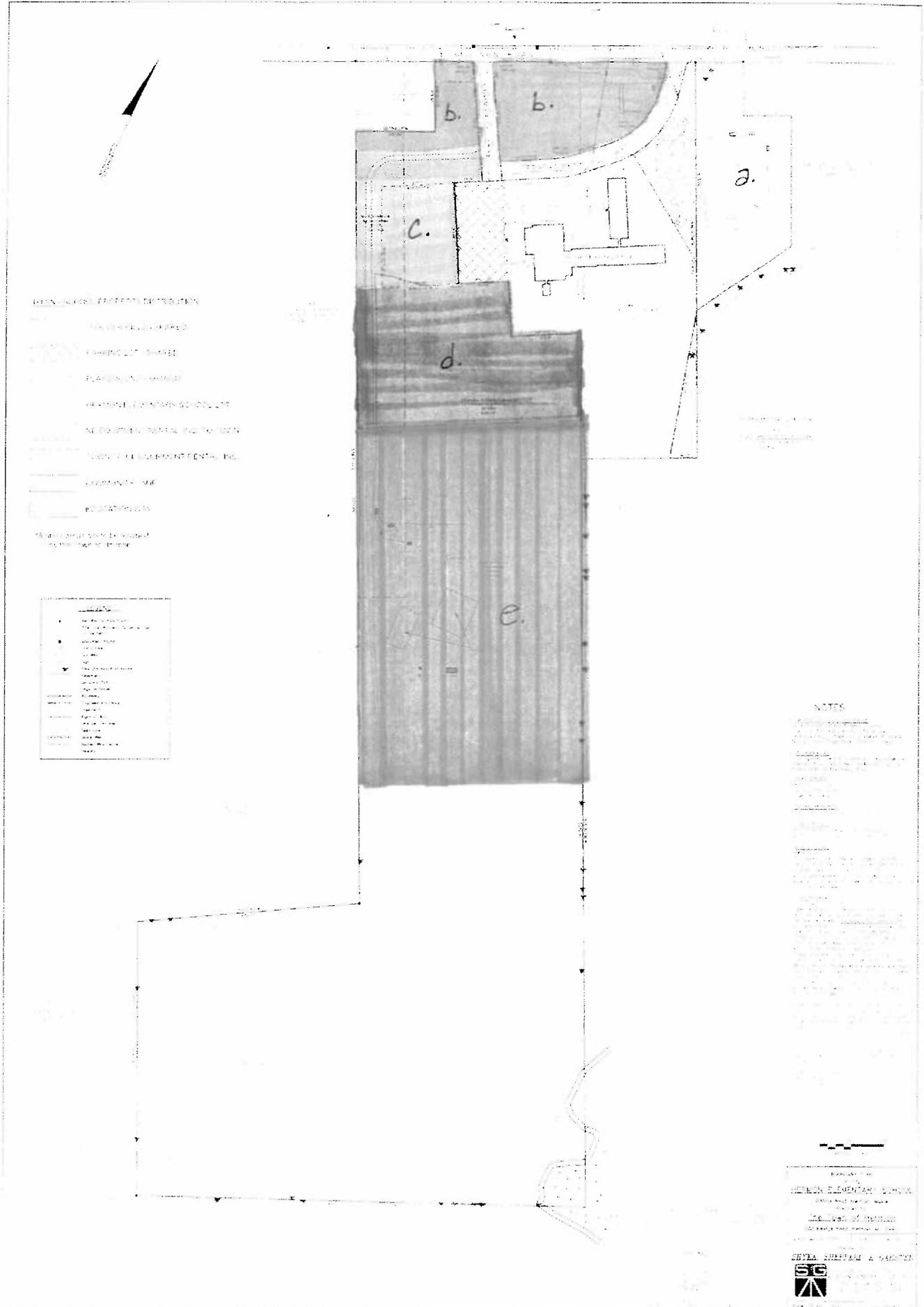
#### **4. RESPONSIBILITY OF THE CONTRACTOR TO FURNISH EQUIPMENT:**

- A. The Contractor shall furnish at her/his/its expense all equipment, supplies and labor.
- B. The Town of Hermon shall approve the contractors list of equipment to be used concerning the delivery of service, but should include at a minimum:
  - (2) Commercial size "Zero-turn" mowers (or equivalent)
  - (2) String trimmers (gasoline)
  - (1) Leaf Blowers (gasoline)
  - Trash collection system (pickers/containers)
  - Limb Cutters (powered or manually operated)
  - Licensed/registered vehicles for hauling equipment
- C. The Contractor shall be responsible for the maintenance, safety and safe keeping of his equipment, supplies.
- C. Contractors will furnish background checks for employees upon request of Town of Hermon.



# EXHIBIT "A"

# RECREATION AREA



# TOWN OF HERMON

## MOWING and CEMETERY MAINTENANCE CONTRACT

This Agreement is made the \_\_\_\_ day of March, 2017, by and between the **Town of Hermon**, a municipality located in Penobscot County, Maine ("Town") and \_\_\_\_\_, ("Contractor").

The Contractor shall supply statutory Workers Compensation Insurance and shall provide the Town of Hermon with a Certificate of Insurance. Contractor shall maintain during the period of the contract, such *Contractor's General Liability and Property Damage Insurance* that shall protect the Town and contractor from claims of damage for personal, bodily and property damage in an amount not less than \$500,000. The Certificate of Insurance must be provided with the signing of this contract listing the Town of Hermon as "additionally insured."

The contractor must furnish information on any employee involved with the delivery of service described in this contract so that a criminal background check can be completed. Satisfactory results are determined by the Town concerning each employee report.

The Contractor has carefully examined the requirements set forth herein, inspected all of the cemeteries, recreational areas and commonly described Town owned properties that are included in this contract ("the Town's cemeteries", as listed below in **Section 2. General Requirements 2.0**, the **"Recreational Areas"**, as identified on the attached map marked **"Exhibit A"**, all areas described in **Section 2. General Requirements 2.1**, **"Additional Town Areas"** and agrees to perform the work listed in this contract for the next three mowing seasons pursuant to General Specifications titled "Mowing and Cemetery Maintenance," Exhibit B, the Bid Form, so referred to as Exhibit C and the Equipment List so referred to as Exhibit D.

- i) April 15, 2017 through October 15, 2017,
- ii) April 15, 2018 through October 15, 2018,
- iii) April 15, 2019 through October 15, 2019

### 1. SCOPE / SPECIFICATIONS

The work consists of furnishing all necessary equipment and performing all operations in connection with the delivery of Mowing and Cemetery Maintenance service for the Town of Hermon. Contractor and all his employees shall adhere to all safety precautions and best practices as determined by Town of Hermon, Town of Hermon Parks and Recreation Department, OSHA, Department of Labor and Department of Environmental protection.

- 1.0 The contract is for three consecutive one-year terms. Contract may be renewed by Town for up to three seasons without bidding after satisfactory annual reviews of the work.
- 1.1 The bid price shall be a cumulative number based on all of the areas identified in this document and the addendums, but prices will be provided separately for each area.
- 1.2 The bidder will furnish three separate numbers for each contract year indicating any prices increases or cost of living increases desired. There will be no "triggers" in the contract for cost increases during the term.

## 2. GENERAL REQUIREMENTS:

- 2.0 Cemetery cleanup pre-season: Contractor shall visit each cemetery to clean up and remove leaves, branches, limbs and other debris material in order to prepare for mowing. Pre-season clean up and the first complete mowing of all cemeteries shall be accomplished before Memorial Day weekend. (See below for “special effort mowing” instructions)

The following five cemeteries shall be mowed, trimmed and stones blown off with a blower device by a Contractor at a minimum of every 10 (“ten”) days:

- Pleasant Hill Cemetery
- Snow's Corner Cemetery
- Evergreen Cemetery
- Pine Tree Cemetery
- Hermon Pond Cemetery

Further, the Contractor shall provide an increased and special effort mowing, trimming and blowing within 4 (“four”) days of each major holiday listed below:

- Memorial Day
- Fourth of July
- Labor Day

- 2.1 The following list represents all additional Town areas to be mowed and trimmed.

- Town Office (including new lawn area)/ “Town Center” at Hermon Corner
- School House (Historical Property- Billings Road)
- Recreation Area (Exhibit A)
- Pump Station (Odlin Road, Mack Lane, Autocar Lane, Hammond Street)
- Pinewood Park (Entrance and Sign)
- Coldbrook Park (Entrance and Sign)
- Liberty Drive (Entrance and Sign)
- Freedom Park (Entrance and Sign)
- Public Works lawn areas/buildings/ditch
- Hermon Corner- trimming around sidewalk crossing areas

- 2.2 “Trimming” consists of cutting around all buildings, stones, trees, gates, fencing and shrubbery.

Dead and fallen tree limbs shall be removed by the contractor as necessary to complete the mowing process.

No dead grass piles or grass clumps and trimmings shall be left at any site.

No scalping of cemetery lots shall occur. Uneven ground plots must be trimmed with a hand held device.

Baseball fields shall be mowed and trimmed every 4 days at beginning of season until end of school year. No grass shall be blown on the dirt infield areas or stone walk ways/seating areas.

When mowing around School/Town areas, contractor must discontinue mowing operations when children are at recess, playing on sports fields or in the general area for recreational purposes.

All trash will be picked up and disposed of by contractor before the grass is mowed, or during operation of mowing.

The contractor shall not blow grass on equipment that can be easily moved.

Mowing after sunset is not allowed.

No spray of any kind is to be applied by mowing contractor at any site.

All damages to Town of Hermon property that are the responsibility of the contractor may be recovered by withholding payment for the damage.

### **3. RESPONSIBILITY OF THE CONTRACTOR TO FURNISH EQUIPMENT:**

3.0 The Contractor shall furnish at her/his expense all equipment, supplies and labor.

3.1 The Town of Hermon shall approve the contractors list of equipment to be used concerning the delivery of service, but should include at a minimum:

- (2) Commercial size “Zero-turn” mowers (or equivalent)
- (2) String trimmers (gasoline)
- Leaf Blowers (gasoline)
- Trash collection system (pickers/containers)
- Limb Cutters (powered or manually operated)
- Licensed/registered vehicles for hauling equipment

3.2 The Contractor shall be responsible for the maintenance, safety and safe keeping of his equipment, supplies.

3.3 Contractor must furnish background check information and releases for any employee working on Town property before work begins at any site.

**4. PAYMENT:**

The Town shall make payments to the Contractor on a schedule as follows:

On or about April 15 <sup>th</sup>	20%
On or about May 15 <sup>th</sup>	20%
On or about June 15 <sup>th</sup>	20%
On or about July 15 <sup>th</sup>	20%
On or about August 15 <sup>th</sup>	20%

**5. PERFORMANCE:**

All work performed by the Contractor pursuant to this contract shall be performed to the satisfaction of the ~~Parks and Recreation Director~~ and the Town Manager.

**6. PROHIBITION AGAINST ASSIGNMENT:**

Without the permission of the Town Manager, the Contractor cannot assign this Contract.

**7. HOLD HARMLESS**

The Contractor shall indemnify and hold harmless the Town and its officers, officials, agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor(s) or any of its officers, agents, employees, representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor(s) shall, at its own expense and cost, defend and protect said indemnified parties against all of such claims and demands. The Contractor's obligations to indemnify as described in this section shall continue in full force and effect following termination or substitution under this contract and until such time as the municipal officers send the Contractor a written notice notifying him that he is released from his obligation to indemnify or until the date upon which the contract would have expired, whichever occurs first.

**8. DEFAULT AND REMEDIES:**

In the event that the Contractor fails to comply with the terms of this contract in any respect, the Town at its discretion may send notice of that non-performance to the Contractor. Such notice shall be sent registered mail, return receipt requested or similar. In the event that the Contractor, in the opinion of the Town, remains in a state of non-compliance with the terms of this Contract for a period of five (5) consecutive days from the date the written notice is sent, the Town may at its option discharge the Contractor. If the Town does discharge the Contractor pursuant to this section of the Contract, the Town may retain substitute mowing services, the cost of which shall be borne by the Contractor. The Contractor shall also bear any expense or legal cost incurred by the Town in connection with the Town's enforcement or action brought pursuant to any term(s) of this contract.

**9. SIGNATURES**

9.1 Signatures are acknowledgement and acceptance of the above specifications and scope of work for supplying a mowing and cemetery maintenance service to the Town of Hermon for the fiscal years 2017-2019.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

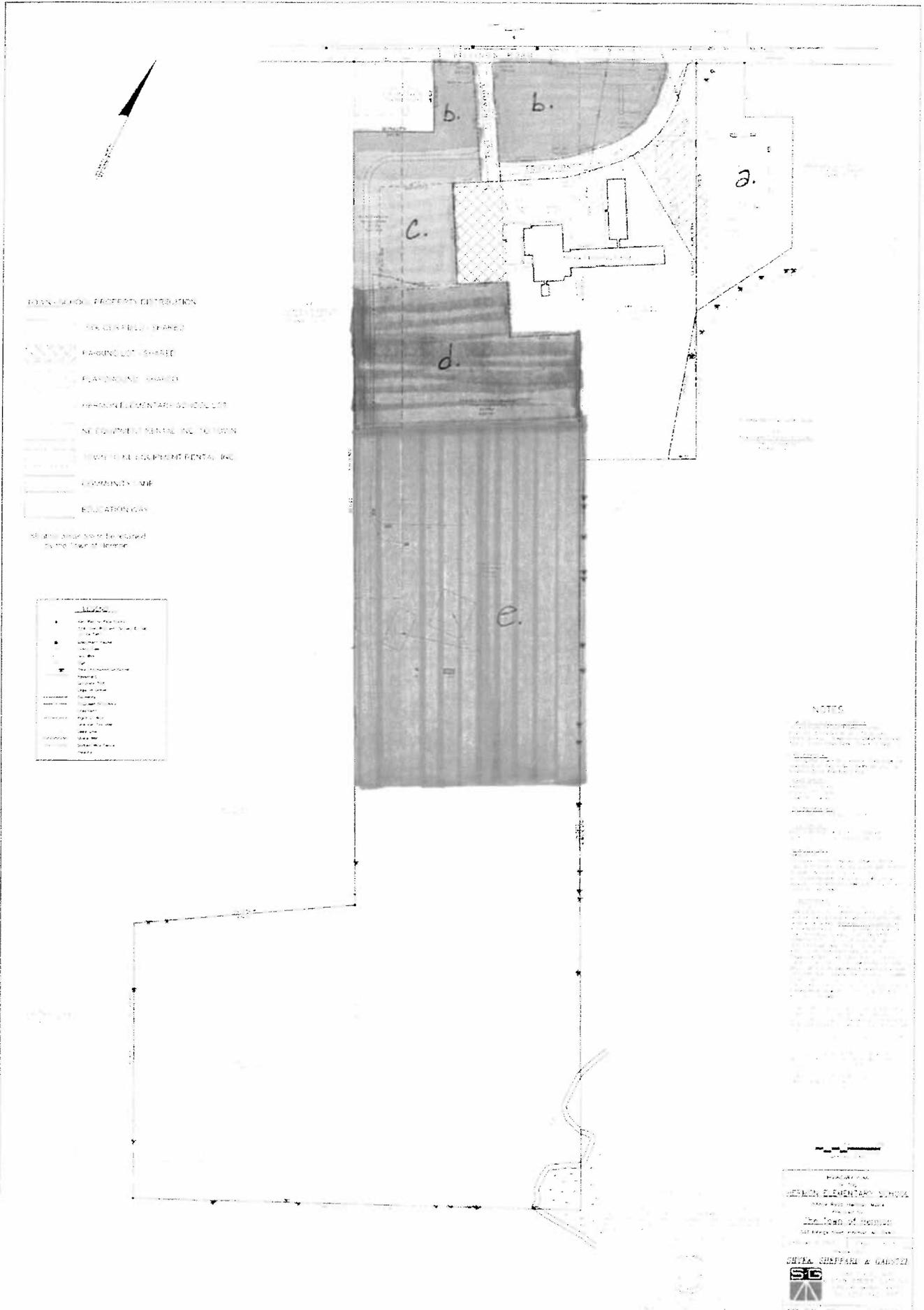
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Duly Authorized

TOWN OF HERMON

By: \_\_\_\_\_  
Howard Kroll  
Its: Town Manager  
Duly Authorized

# EXHIBIT "A"

# RECREATION AREA



# 7.  
7-28-16

**Town of Hermon  
Job Description**

Position Title: Fire Chief

Reports to: Town Manager

Department: Fire Dept

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**Responsibility Summary:**

Responsibility for the planning, organizing, directing and controlling of the overall operation of the Town Fire Department.

**Duties and Responsibilities:**

1. In the event of a fire, provides direction of all fire fighting activities designed to protect life and property.
2. Plans and develops budgets for all Fire Department personnel and equipment.
3. Makes operational decisions pertaining to firefighting, fire prevention and training.
4. Coordinates and performs, as needed, maintenance and repair of all department equipment and facilities.
5. Interfaces with the public and the media, as necessary, on matters pertaining to fires, fire prevention, and fire safety.
6. Hires and manages all Fire Department staff.
7. Plans and conducts training sessions for all Dept. staff.
8. Conducts Fire Dept. pre-planning visits and on-site inspections as needed.
9. Conducts investigations of all fires/incidents.
10. Maintains records and statistics on Dept. activities; submits reports as necessary or required.
11. Issues permits to citizens, businesses and contractors.
12. Functions as the Town's Civil Emergency Preparedness Director ( see separate description ).

13. Serves as a positive, contributing member of the Town management team.
14. Other related duties as assigned and directed.

**Background and Experience:**

A minimum of a High School Diploma.

Extensive experience in the firefighting field in a command position.

Proven ability to lead and direct peoples

Proven ability to work effectively and harmoniously with other municipal officials, State and Federal authorities and the general public.

Supervisory experience in the firefighting field.

Current CPR and First Aid Certification.

Good public relations and communication skills.

**Additional Requirements:**

Valid Class C vehicle operator's license; reliable vehicle properly registered and insured.

Must reside within ( 10 ) minutes normal driving time from the Fire Station ( within 90 days of appointment ).

Above average agility and mobility.

Good physical health.

Ability to climb ladders and scaffolding, run over uneven terrain and lift to a maximum of 75 lbs. repeatedly.

Current vaccinations as required.

Ability to work well with others under stress.

# Town of Hermon

## Job Description

Position Title: Fire Chief

Reports to: Town Manager

Department: Fire Dept

---

### **Responsibility Summary**

The Fire/EMS Chief shall be responsible for the planning, organizing, directing, and controlling of the overall operation of the Town Fire Department and EMS services, currently integrated with Hermon Volunteer Rescue Squad (HVRS). This includes, but is not limited to: financial management, personnel administration, organizational management, and the efficient operation of the Town of Hermon's Public Safety departments.

### **Supervision**

Works under and reports directly to the Town Manager.

### **Duties and Responsibilities**

1. Oversees all staff and functions of Fire Department. Responsible for the overall safety of all department members, and to ensure best practices are followed at all times.
2. Maintains a positive working relationship with Hermon Volunteer Rescue Squad (HVRS) for the provision of EMS services. Further, develops operating procedures and guidelines to facilitate seamless operation of EMS services to the Town. The Fire Chief shall maintain a State of Maine or National Registry EMT-B license or greater during his/her employment
3. Responsible for command and control of emergency incidents. Works in concert with other officers to ensure command staff level positions are filled during emergency incident mitigation.
4. Hires, manages, conducts annual performance evaluations of, disciplines, and dismisses Fire Department personnel as necessary. Develops and facilitates monthly officer's meetings
5. Makes operational decisions pertaining to firefighting, fire prevention, and training to the public and businesses in the Town. Work with Town officials to constantly plan for the needs of

the Town and explore new concepts and methods in order to increase our efficiency and/or effectiveness.

6. Interfaces with the public and media, as necessary, on matters pertaining to fires, fire prevention, and fire safety.
7. Coordinates and performs, as needed, maintenance and repair of all department equipment and facilities owned by the Town. Oversees purchases of firefighting equipment and supplies in order to maintain an up to date inventory to provide adequate service to the Town's citizens as well as protection for the firefighters.
8. Plans and develops budgets for all Fire Department personnel and equipment with input from the officer ship.
9. Conducts Fire Department pre-planning visits and on-site inspections as needed. Work with the Town Code Enforcement to ensure that the citizens are protected to the fullest extent of Local and State Life Safety Codes.
10. Conducts investigations of all fires/incidents in coordination with the State Fire Marshalls Office.
11. Maintains records and statistics on Department activities; submits reports as necessary or required to the requesting authority.
12. Issues burn permits to citizens, businesses, and contractors when necessary.
13. Functions as the Town's Emergency Management Director (see separate description).
14. Meets with the Town Manager and other Town officials on a regular basis and is a positive, contributing member of the Town Management team.
15. Stays educated and up to date on firefighting/EMS services and equipment. Attend and participate in department meetings/trainings, council meetings, area chief meetings and county chief meetings when available.
16. Establishes and prepares policies, procedures for the Department. Also establishes one, five year and long term goals for the future of the Fire Department.
17. Writes fire apparatus and equipment specifications for the Department.

18. Has a thorough knowledge of firefighting rules and ordinances for the Town.
19. Sufficient knowledge of the street system and geography of the Town.
20. Researches and oversees all grants for the public safety department.
21. Good public relations and communications skills. Sets a positive, professional image with good personal hygiene and neat appearance.
22. Expected to respond to serious calls (structure fires, motor vehicle accidents with entrapment, technical rescue, etc...) during and after business hours, and to appoint an acting chief in his/her absence.
23. It is expected, to have a presence in or around the fire station Monday through Friday between the hours of 0800-1600.
24. Must be able to don and air-pack and have interior certification.
25. Any other related duties as assigned and directed by the Town Manager.

### **Physical Requirements**

1. In good physical health. Must be able to pass respiratory evaluation and maintain interior certification.
2. Current vaccinations as required.
3. Have excellent vision, peripheral vision, color vision, depth perception, and ability to focus on an object.
4. Job requires good hearing. Job environment may range from quiet to extremely loud.
5. Requires ability to walk, run, sit, crawl, bend/lean, pull, climb, balance, kneel, and crouch (possibly for long periods of time)
6. Must be able to speak/communicate clearly for large and small audiences.
7. Ability to climb ladders and scaffolding, run over uneven terrain and lift /drag heavy weights repeatedly.

## **Background and Experience**

1. A minimum of an Associates Degree; preferably an associate's degree in Fire Science or equivalent experience in fire service at the supervisory level.
2. Sufficient knowledge on how to use a computer, email, word processing, excel, power-point, grant writing, budgeting, and incident reporting software.
3. Fire Officer I and II certification and EMS licensure.
4. A minimum of 3 years supervisory experience or equivalent in the firefighting field.

## **Additional Requirements**

1. Valid Class C vehicle operator's license with a reliable vehicle that is properly registered and insured. Must be able drive and operate all department apparatus.
2. Must reside within 10 minutes normal driving time from the Fire Station (within 90 days of appointment).
3. Is willing to attend conferences and meetings to improve personal firefighting/EMS skills and disseminate that information to other firefighter/EMS employees.
4. NIMS compliant.
5. Coordinates with staff for enforcement of 101 Life Safety Code and other applicable rules and regulations. Have thorough knowledge of all Fire and Life Safety Codes as well as NFPA standards. Minimum Fire Inspector 1 certification.
6. Must have at minimum Instructor 1 certification and able to teach any and all subject matter in regards to department SOP/SOG's, and fire service curriculum.
7. This position will require candidate to work as an Operational (working) Chief, at times may require hands on work during emergency and training incidents alike.
8. Must be well organized.

# 8.

7-28-16

### Wages and Salaries for Fiscal Year Beginning 7-1-2016 to 6-30-2017

Town Manager		\$87,046 annually
Finance Director		\$51,881 annually (32 hours weekly)
Assessor		\$41.62 hourly (contracted employee without benefits)
Assistant Assessor		\$31.62 hourly (contracted employee without benefits)
Lister		\$14.00 hourly (temporary employee with holidays)
Town Clerk		\$41,200, beginning 12-1-2016 \$47,476 annually
Interim Fire Chief		\$28 hourly
Public Works & Director of		\$23,239 annually (16 hours weekly)
Economic and Community Development Dir.		\$34,861 annually (24 hours weekly)
Recreation Director		\$45,703 beginning 12-1-1016 \$47,476 annually
Recreation Program Assistance		\$13.88 hourly
Cemetery Sexton		\$15.00 hourly
Finance Assistance		\$17.42 hourly
Code Enforcement Officer		\$23.15 hourly
<b>Deputy Clerk II full-time</b>		<b>\$17.59 hourly</b>
Deputy Clerk I full-time		\$16.00 hourly
Part-time Deputy Clerk		\$14.00 hourly
Full-time Police Deputy start		\$16.78 hourly
Full-time Police Deputy 1 year		\$17.52 hourly
Fulltime Police Deputy 2 years		\$18.03 hourly
Full-time Police Deputy 4 years		\$19.24 hourly
Full-time police Deputy 8 years or more		\$19.62 hourly
Animal Officer Stipend		\$.50 hourly
Police Deputy-part-time		\$14.42 hourly
Equipment Operator		\$19.51 hourly
Truck Driver		\$15.43 hourly
Full-time Firefighter	Start	\$15.00 hourly
	1-year	\$15.43 hourly
	2-years	\$15.75 hourly
	4-years	\$16.21 hourly
Part-time Fire fighters		
	no experience	\$7.50 hourly
	fire fighter trained- start	\$12.52 hourly
	1- year	\$13.31 hourly
	2- years	\$14.13 hourly
	4- years	\$15.00 hourly
	Officer pay 5% per rank	
	EMS basic +.50 hourly	
	Medic + \$1.00 hourly	
	Fire fighter II + \$.50 hourly	
	Engineer + \$1.00 hourly	
Landfill Operator		\$14.00 hourly
Director of Day and Summer Programs		\$16.50 hourly
Mapping Consultant		\$20.00 hourly



# EXACTITUDE

## HARDWARE CONSULTANTS

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

#10.  
7-28-16

Town of Hermon  
327 Billings Road  
Hermon, ME 04401  
Attn: Scott

Date: 7-22-16

Project: Sand Shed

Location: Hermon, ME

### WE PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

- 1 Galv. HM Door 507S-18-4 3068 Flush RHR
- 1 Galv. KD HM Frame 16ga. 5 3/4" 3068 RC ASA EWA 1" Faces
- 3 Hinges MPB79 4 1/2" x 4 1/2" 26D
- 1 Lockset 65G37 KL 26D
- 1 Threshold 271A 36"
- 1 Gasket S88
- 1 Door Bottom EPDM 36"

Furnished Only Lump Sum \$650.00

Labor to Remove Existing Door, Frame & Hardware  
Install New Door, Frame & Hardware

Lump Sum \$520.00

\*Excludes:  
Finish Paint  
Disposal

SALES AND OTHER TAXES NOT INCLUDED IN THIS QUOTATION  
TERMS ARE NET 30 DAYS, NO RETAINAGE

ACCEPTED \_\_\_\_\_

BY \_\_\_\_\_

DATE: \_\_\_\_\_

HARDWARE CONSULTANTS

\_\_\_\_\_  
Jason Cyr

# 11.  
7-28-16

### TOWN COUNCIL GOALS 2016-2017

1. Develop a wage scale for all hourly and salaried employees
2. Update the 2017-2018 Capital Improvement Plan to include components of the Road and Street Improvement Plan, Economic Development Plan, Cemetery and Sewer Maintenance Plans, and the School Improvement Plan including the expansion at the Hermon Elementary School for both the School Department and Recreation Department
3. Update the Road and Street Plan including safety improvements at the intersection of Route 2
4. Adopt the Economic Development Plan and implement the goals and objectives outlined by the plan
5. Establish a Recycling Committee to study the feasibility of expanding the recycling program post PERC 2018
6. Implement the activities outlined by the 2016-2017 Capital Improvement Plan including conducting a space need evaluation for the Public Safety Building and Town Office specific to record storage for the Town Office and police office space for the Public Safety Building
7. Complete an in house revaluation of all properties including update of the tax maps and property assessment cards
8. Submit for voter approval proposed Charter changes
9. Continue to foster and maintain a good working relationship with the members of the School Board, Hermon Rescue and the Sheriff's Office
10. Continue to maintain a Public Safety Committee specifically to improve the Community Policing Program, Emergency Medical Services, and mutual aid for fire services with surrounding communities
11. Hire a new fire chief
12. Complete update of the website
13. Continue to work with the City of Bangor to amend the sewer billing process to include funds for the maintenance and upgrade of the sewer system
14. Continue to improve Jackson Beach
15. Consider addressing the wetland issue on property adjacent to the high school
16. Continue to maintain a recreation program that serves all citizen including senior citizens
17. Continue to maintain reserve accounts for capital improvements in order to minimize sharp increases in the mill rate
18. Continue to maintain a good working relationship with Ryder in order to encourage the registration of company trucks in Hermon
19. Require the Town Manager to work with department heads and key staff to develop one year and five year goals for their departments