



Town of Hermon

Public Safety Building, Conference Room

July 14, 2016

Special Town Council Meeting

7:00 PM

**AGENDA**

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

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

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

- I. **CALL TO ORDER BY TOWN CLERK**
- II. **PLEDGE OF ALLEGIANCE**
- III. **SWEAR IN NEW MEMBERS**
- IV. **ROLL CALL**
- V. **SELECT A NEW CHAIRMAN AND VICE CHAIRMAN**
- VI. **REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES,  
And APPROVAL OF MINUTES:**  
  
WARRANTS. –SIGN July 15, 2016
- VII. **NEWS, PRESENTATIONS AND RECOGNITIONS**
- VII. **PUBLIC ITEMS OR COMMENTS** (*Items Not Already on Agenda*)
- VIII. **PUBLIC HEARINGS**
- IX. **SCHEDULED AGENDA ITEMS**
  - A. **OLD BUSINESS**
  - B. **NEW BUSINESS**



- #1. **Consider** approving hauler license applications for 2016-2017
- #2. **Consider** approving Private Drive names.
- #3. **Consider** setting date for a special town meeting to act on the acceptance of grants from MDOT for road improvements and raising the local match
- #4. **Consider** authorizing request for proposals from local contractors for road improvements
- #5. **Consider** approving a Concourse Gathering Permit Application for the Penobscot Snowmobile Club
- #6. **Consider** appointing two members of the Town Council to assist the Town Manager in the selection of a new Fire Chief
- #7. **Consider** authorizing contract for purchase of winter sand
- #8. **Set** a date for a budget workshop to review and establish council goals for the ensuing year
- #9. **Consider** Mutual Aid Agreement with Maine National Guard
- #10. **Vote** for member to the MMA Legislative Policy Committee
- #11. **Consider** participating in the program Spirit of America
- #12. **Consider** adopting 2016-2017 Council Schedule

#### **C. WORKSHOPS**

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

#### **X. APPOINTMENTS**

- #13. **Approve & Sign** 2016-2017 Municipal Appointments
- #14. **Appointments** to the School Building Committee
- #15. **Appointments** to the High School Recreation Facility Committee
- #16. **Appointments** to the Public Safety Committee

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

**Hiring** a replacement deputy for the Hermon Community Policing Unit  
**Road** Projects  
**Town** Manager work schedule



**Sign for the Transfer Station  
2017 State Valuation  
Route 2/Annis Road intersection**

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

**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

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

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

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

MEMORANDUM

To: Members of the Town Council

From: Roger Raymond, Town Manager

Re: Town Council Meeting Agenda July 14, 2016

Date: July 8, 2016

**Consider** approving hauler license applications for 2016-2017- Evergreen Waste System is requesting renewal of their License to Haul Solid Waste to PERC and Casella in Hampden and Old Town. A copy of the application has been attached for your review.

**Consider** approving Private Drive names- The Council is being asked to name two private ways. Werner Way is located off Route 2 past the Stage Road and before Bridge Lane. Olin Lane is located off Lilly Lane.

**Consider** setting date for a special town meeting to act on the acceptance of grants from MDOT for road improvements and raising the local match- The Town of Hermon has received two Municipal Partnership grant offers from Maine Department of Transportation. The first grant is in the amount of \$360,884 to be matched 50% by the Town for the purpose of rehabilitating 2.27 miles of the Newburg Road beginning at the entrance to Jackson Beach Park and extending northerly 2.27 miles to the intersection of the Klatt Road. The project scope is to include full depth pavement reclamation with HMA overlay and drainage improvements, including ditching and culvert replacements. The second grant is in the amount of \$173,150 to be matched 50% by the Town for the purpose of overseeing a pavement preservation project on the Coldbrook Road beginning approximately .69 miles westerly of Odlin Road and extending westerly 1.14 miles. The project scope includes 1 ¼ inch overlay with shim and drainage improvements including ditching and culvert replacement. A special town meeting is necessary to accept the grants and to raise the needed 50% match totaling \$534,034. The funds can be raised from Unrestricted Fund Balance since we expect fund balance to increase over \$900,000 resulting from a favorable year end for 2015-2016 and from the Highway Improvement Plan for 2017-2018 fiscal year. It is proposed an engineer would be hired during the summer months and the plans for construction would be completed for November 2016. The project would be sent out to bid by December 31, 2016. Work would begin early spring 2017 and completed by July 31, 2017. I will propose the Town Meeting be held July 28, 2016.

**Consider** authorizing request for proposals from local contractors for road improvements- There are several road improvement projects that are planned for the summer construction season. These projects include ditching along Creamery Road, Hopkins Road and along several streets in Freedom Park. I have attached a list of improvements proposed for Creamery Road

and Hopkins Road. I will be forwarding you under separate cover the scope of work to be completed in Freedom Park. The Town Council will be asked to authorize the Public Works Director to seek proposals from local contractors to do the work. We would expect to bring the proposals received back to the Council for consideration at the July 28<sup>th</sup> council meeting.

**Consider** approving a Concourse Gathering Permit Application for the Penobscot Snowmobile Club- The Penobscot Snowmobile Club is proposing a two day event on August 20 and 21 at property owned by the Club and located off the Bog Road. The event will be a drag race with cars and pickup with trailers. The Club has applied for a Concourse Gathering Permit for the two day event. A copy to the application has been included in the meeting packet for your review.

**Consider** appointing two members of the Town Council to assist the Town Manager in the selection of a new Fire Chief- I am in the process of hiring a new Fire Chief. I would like to offer the Council the opportunity to participate in the selection process. Even through the Town Charter assigns the responsibility to the Town Manager; I would like participation of two Town Council members for the interviews with the top three candidates. I expect the interviews will be held the latter part of August. The Town Council must affirm the recommendation of the Town Manager.

**Consider** authorizing contract for purchase of winter sand- Gardner Construction has proposed to process and haul the Town's winter sand for \$9.75 per cubic yard for a two year period and a third year option with the condition, if fuel prices increase more than 50 cents per gallon, a fair increase will be provided to cover the higher cost of fuel. During the last few year the Town has purchased sand for \$9.10 per cubic yard to fill the building initially; however, during the winter when the shed has to be filled, the cost goes up to \$9.40 per cubic yard. In addition, the Town has to rent a screen at significant cost and rescreen the sand to remove the lumps. With Gardner Construction's proposal the contractor would be responsible. At times the Town also has to purchase sand from other providers costing the Town up \$12.00 per cubic yard. Having the contractor who is responsible for sanding and plowing put up the sand will be more convenient for both the Town and contractor. It eliminates the potential of complaints the sand is lumpy and damaging equipment. I would note, the Town also pays the contractor \$1.00 per cubic yard to mix the sand with salt. Gardner Construction has agreed to maintain the same cost.

**Set** a date for a workshop to review and establish council goals for the ensuing year- The Town Council will be asked to set its goals for the ensuing year. I have enclosed a partial list of issues the Town Council should consider. I am requesting the Town Council set a workshop to establish the list of goals. I suggest the workshop be scheduled for the July 28<sup>th</sup> council meeting.

**Consider** Mutual Aid Agreement with Maine Air National Guard- It is time to renew the Town's Agreement with the Maine Air National Guard to obtain personnel and firefighter equipment when needed at a fire or hazardous materials incident which the Guard can provide to the Town of Hermon. This agreement has been in place for a number of years and has worked very well. It is recommended the Town sign the agreement. I have attached a copy for your review.

**Vote** for member to the MMA Legislative Policy Committee- The Town Council will be asked to vote for the Town Manager to be a member of the MMA Legislative Policy Committee for the next two years. The Committee reviews all legislation proposed that may impact a community and makes a recommendation to the Legislature.

**Consider** participating in the program Spirit of America- The Town Council has been asked whether they want the Town of Hermon to participate in the Spirit of America Program. I have attached information regarding the program for your review and consideration.

# 1.

7-14-16

TOWN OF HERMON  
APPLICATION FOR A LICENSE TO HAUL SOLID WASTE

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

- 1. APPLICANT: EVENSEN WASTE SYSTEM INC
- 2. ADDRESS: 7 F1 ODLIN RD, BANGOR, ME 04401
- 3. TELEPHONE #: 207-942-1930
- 4. NUMBER OF VEHICLES TO BE UTILIZED: \_\_\_\_\_

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

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/HAIL TO PERC
_____	<u>SEE ATTACHMENT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. VEHICLE SERIAL #'S: SEE LISTING

8. VOLUME OF EACH VEHICLE: SEE LISTING

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: Darwin E. Crown

SIGNATURE OF AUTHORIZED AGENT: Darwin E. Crown

DATED: 6-27-16

9. FEE PAID: \$ 5000 ON \_\_\_\_\_

RECEIPT #: \_\_\_\_\_

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 14, 2016

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

EVERGREEN WASTE SYSTEMS HERMON CUSTOMERS  
 ALL PICK-UPS ON TUESDAY UNLESS ALTERED BY HOLIDAY  
 AS OF: 6/27/2016

CUSTOMER	SIZE		FREQ	CUSTOMER	SIZE		FREQ	
Brian Hamel Trucking	4 Yard	X	EOW	Best Western	10 Yard	X	2XW	
Pottle's Transportation	10 Yard	X	1XW	Robbin's Auto Body	6 Yard	X	1XM	
Pottle's Transportation	4 Yard	X	EOW	Doulos Group - Aida Drive	6 Yard	X	1XW	
Daigle & Houghton	10 Yard	X	1XW	Doulos Group - Patrick Drive	6 Yard	X	1XW	
Suburban Propane	6 Yard	X	1XM	Dennis Murphy	4 Yard	XX	EOW	
Ross Express	8 Yard	X	1XM	Pine Tree Machine Shop	2 Yard	XX	EOW	
Bangor Trk & Trailer	10 Yard	X	1XW	D & D Construction	2 Yard	X	1XM	
McPherson Timberlands	4 Yard	X	1XM	Greencare	2 Yard	X	1XM	
Sunquip	10 Yard	X	1XW	Vehicle Management Svc	4 Yard	X	1XM	
Traction	8 Yard	X	EOW	Automotive Distributors	6 Yard	X	1XM	
Lane Constr - Plant	8 Yard	X	1XW	Absolute Transmission	6 Yard	X	1XM	
Lane Constr - Quarry	8 Yard	X	1XW	Sullivan & Merritt	6 Yard	X	1XW	
Landscape Supply	4 Yard	X	EOW	Freedom Auto Body	8 Yard	X	EOW	
Hermon Family Restaurant	6 Yard	X	EOW	Matt Murphy	4 Yard	XX	EOW	
Beauregard Equipment	8 Yard	X	EOW	Denise Osborne	4 Yard	X	1XM	
LMS Acquisition Corp	6 Yard	X	1XW	Lynox Welding Supply	4 Yard	X	1XM	
C C Electric	4 Yard	X	1XM	Automotive Distributors	4 Yard	X	1XM	
Economy Motors	6 Yard	X	1XM	L E Springer	6 Yard	X	1XM	
Maine Propane Dist	2 Yard	X	EOW	Seacoast Security	6 Yard	X	1XM	
Central Maine Diesel	8 Yard	X	1XM	Hermon Elem School	8 Yard	X	1XW	
Northeast Mechanical	6 Yard	X	EOW	Hermon Elem School	8 Yard	X	EOW	
Robin Garcia	4 Yard	X	1XM	Hermon Middle School	10 Yard	X	EOW	
Tom T's	8 Yard	X	1XW	Hermon Middle School	10 Yard	X	EOW	
Dunnett Warehouse	8 Yard	XXX	2XW	Hermon High School	10 Yard	X	1XW	
Thomas DiCenzo, Inc	4 Yard	X	1XM	Hermon High School	6 Yard	X	EOW	
Maine Salt Company	4 Yard	X	1XM	Hermon High School	6 Yard	X	EOW	
B & B Paving	4 Yard	X	EOW	D & L Apartments	8 Yard	X	1XM	
Jordan Equipment	4 Yard	X	1XM	D & L Apartments	8 Yard	X	1XM	
D L Roope Admin	2 Yard	X	1XM	D & L Apartments	6 Yard	X	1XM	
Peter A Lyford	6 Yard	X	1XW	D & L Apartments	6 Yard	X	1XM	
Town Center Apartments	4 Yard	X	1XW	D & L Apartments	8 Yard	X	1XM	
Town Center Apartments	6 Yard	X	1XW	Hermon Baptist Church	8 Yard	X	1XM	
Central Maine Harley	4 Yard	X	EOW	Marsh Properties	8 Yard	XXX	2XW	
R H Foster	6 Yard	X	1XM	Hermon Oil	2 Yard	X	1XM	
Carmel Electric	6 Yard	X	1XM	Bangor Drive In	10yd	X	1XW	
Labree Apartments	8 Yard	X	EOW	Patten Insurance	6 Yard	X	EOW	
Pleasant Hill Campground	(4) 4 Yard	XX	1XW	Seasonal	Dysart's	(2) 8yd	X	1XW

X = CURRENT ACTIVE CUSTOMER  
 XX = DUMP THIS LOCATION ON WEDNESDAYS  
 XXX = DUMP TUESDAY & FRIDAY

MUNICIPAL HAULER LICENSE RENEWAL INFORMATION:

VEHICLES LICENSED

	DESCRIPTION		CAPACITY	VIN#	ST	LIC NO	VEH#
1	2004 INTERNATIONAL	MON-FRI	20 YDS	1HTMKAAN14H664197	ME	720-561	22
2	2004 MACK	TUES	44 YDS	1M2K189C64M025223	ME	749-258	24
3	2007 MACK	TUES	44 YDS	1M2K189C97M0S9153	ME	779-411	26
4	2007 VOLVO	MON-FRI	40 YDS	4V5KC9GH57N463569	ME	797-201	38
5	2010 MACK	TUES	44 YDS	1M2AV02C0AM006075	ME	791-447	40
6	2012 MACK	TUES	44 YDS	1M2AV04CXCM008917	ME	5A-5241	44
7	2012 HINO	MON-FRI	22 YDS	5PVNV8JV6C4S52428	ME	6A-0484	46
8	2016 MACK	TUES	44 YDS	1M2AV04C5GM016154	ME	2B-1163	50

# 2.  
7-14-16



TO: Roger Raymond, Town Manager  
FROM : Annette M. Merrithew, Code Enforcement Officer  
DATE: 06/08/2016

RE: Requested Private Drive name

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I would like to request the Council approve two new private drive/lane names – I have spoken with Penny Palmer, of the Postal Service and reviewed the active list of names and both requests are acceptable-

Werner Way – off Route 2 just past Stage Road and before Bridge Lane

Olin Lane – new access off Lily Lane for Phase III

773.  
7-14-16

<i>Internal Use Only</i>	
TEDOCS #:	_____
CT#:	_____
	CSN#:
	_____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL PARTNERSHIP AGREEMENT**

**WIN: 21926.10 Hermon, Coldbrook Road  
REGARDING a Pavement Preservation Project**

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the Town of Hermon (“Hermon”), a municipality in the State of Maine with offices located at 333 Billings Road, P.O. Box 6300, Hermon, ME.

**WHEREAS**, Coldbrook Road (C531K) is in need of pavement preservation to prolong the life of the highway infrastructure.

**WHEREAS**, Hermon shall develop and oversee a pavement preservation project on Coldbrook Road beginning approximately 0.69 miles westerly of Odlin Road and extending westerly 1.14 miles. The Town estimates the cost to do a 1 1/4 inch overlay (with shim and drainage improvements, including ditching and culvert replacements) on Coldbrook Road to be \$346,300.00. MaineDOT and the Town of Hermon have agreed to cost share in the development and construction of the project.

**THE TOWN OF HERMON SHALL:**

- A. Procure all contracts for and oversee Project on Coldbrook Road for the work outlined above.
- B. Cause such Work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility, or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agrees to secure all necessary Federal, State and Local permits necessary to complete the Work. Hermon also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:
  - a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;

- b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F.** Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G.** Ensure that construction shall commence within twelve (18) months and shall be certified complete within twenty (36) months of execution of this agreement. Hermon may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H.** Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Hermon or its contractors, including damage to vehicles passing through the Project limits.
- I.** Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

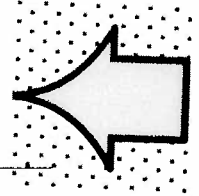
**Provide a maximum of \$173,150.00 in State funds supporting the project Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$173,150.00** or 50% of the actual costs incurred and paid by the Municipality.

The Town of Hermon and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**TOWN OF HERMON**



Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Raymond, Town Manager

**SIGN  
HERE**

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Bernhardt, PE  
Commissioner

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING**  
**MAINE DEPARTMENT OF TRANSPORTATION**

Municipal Partnership Initiative Project

**MUNICIPALITY OF HERMON**

PROPOSED IMPROVEMENTS TO: Coldbrook Road

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.10

**Project Scope:** 1 1/4 inch overlay (with shim and drainage improvements)

**Funding Outline:** The Total Project Estimated Cost is \$346,300.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	50	173,150.00	50	173,150.00	346,300.00
<b>PROJECT SHARES</b>					
Total Cost of Additional Work above agreement estimate	100%				
<b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>		<b>173,150.00</b>			



**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:**    YES   X   NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

<i>Internal Use Only</i> TEDOCS #: _____
CT#: _____ CSN#: _____

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
MUNICIPAL PARTNERSHIP AGREEMENT**

**WIN: 21926.09 Hermon, Newburgh Road  
REGARDING a Rehabilitation Project**

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the Town of Hermon (“Hermon”), a municipality in the State of Maine with offices located at 333 Billings Road, P.O. Box 6300, Hermon, ME.

**WHEREAS**, Newburgh Road (C527K) is in need of a rehabilitation project to prolong the life of the highway infrastructure.

**WHEREAS**, Hermon shall develop and oversee a rehabilitation project on the Newburgh Road beginning at the entrance to Jackson Beach Park and extending northerly 2.27 miles to the intersection of the Klatte Road. The Town estimates the cost to do the rehabilitation project (full depth pavement reclamation with HMA overlay and drainage improvements, including ditching and culvert replacements) on the Newburgh Road to be \$721,968.00. MaineDOT and the Town of Hermon have agreed to cost share in the development and construction of the project.

**THE TOWN OF HERMON SHALL:**

- A. Procure all contracts for and oversee Project on Newburgh Road for the work outlined above.
- B. Cause such Work in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility, or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agrees to secure all necessary Federal, State and Local permits necessary to complete the Work. Hermon also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
  - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring the project meets the most recent Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G. Ensure that construction shall commence within twelve (12) months and shall be certified complete within twenty (20) months of execution of this agreement. Hermon may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of Hermon or its contractors, including damage to vehicles passing through the Project limits.
- I. Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

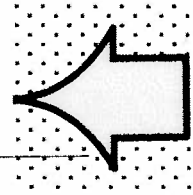
**Provide a maximum of \$360,984.00 in State funds supporting the project Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A, attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MainedOT Municipal Partnership Initiative funds shall not exceed **\$360,984.00** or 50% of the actual costs incurred and paid by the Municipality.

The Town of Hermon and MainedOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**TOWN OF HERMON**



**SIGN  
HERE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roger Raymond, Town Manager

**STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Bernhardt, PE  
Commissioner

**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:**    YES   X   NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING**  
**MAINE DEPARTMENT OF TRANSPORTATION**

Municipal Partnership Initiative Project

**MUNICIPALITY OF HERMON**

PROPOSED IMPROVEMENTS TO: Newburgh Road

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21926.09

**Project Scope:** Rehabilitation (full depth pavement reclamation, HMA overlay, and drainage improvements)

**Funding Outline:** The Total Project Estimated Cost is \$721,968.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	50	360,984.00	50	360,984.00	721,968.00
<b>PROJECT SHARES</b>					
Total Cost of Additional Work above agreement estimate	100%				
<b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>		<b>360,984.00</b>			

**APPENDIX A**  
**PROJECT SCOPE AND COST SHARING**  
**MAINE DEPARTMENT OF TRANSPORTATION**

Municipal Partnership Initiative Project  
**MUNICIPALITY OF HERMON**  
**PROPOSED IMPROVEMENTS TO: Newburgh Road**

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Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	50	360,984.00	50	360,984.00	721,968.00
<b>PROJECT SHARES</b>					
Total Cost of Additional Work above agreement estimate	100%				
<b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>		<b>360,984.00</b>			

**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:    YES   X   NO**

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.



#4.  
7-14-16



Date: 7/5/16

**Project: Creamery Road Ditching/ Maintenance**

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 Box 5 (Carlson's) and replace driveway culvert with a 15" x 30' ADS
3. From Box 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 Box 28 and replace driveway pipe with 24"x 30' ADS
5. From Box 28- Clean and ditch to Box 20 (Tracy) Replace driveway culvert with 24"x30' ADS
6. Cross culvert near Box 20 (Tracy) Replace with 24" x30' and rock ends

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

Total pipes:

15" 60' total @ \$9.00/foot= \$540

24" 100' total @ \$18/ foot= \$1,800

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

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



(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: 1,018' +1,147'= 2, 165'

Total driveway pipes= 4

Total cross culverts= 1

Estimate:

Ditching at \$7.50 per foot=	\$16,237.50
2" gravel for turn around/ driveways=	\$ 864.00
ADS pipes + tailings=	\$ <u>2,640.00</u>
	<b>\$19,741.50</b>

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

Telephone: 207 848-1010  
FAX: 207 848-3316  
Website: [www.Hermon.Net](http://www.Hermon.Net)



July 8, 2016

Project: Hopkins Road Ditching/ Shoulder work

- The Hopkins road project requires shoulder grooming/pulling on the South side starting at pole 55 for approximately 620'. There is no back slope on the south side and water shed from the roadway needs to exit off edge of pavement towards the bog. Shoulder pulling ends before the railroad tracks.
- Ditching on the North side of the roadway from the railroad tracks includes 544' total along side of cemetery where the high spot leads ditching effort both directions from the top. Erosion control, loam and seed will be required in front of cemetery bank when ditching is complete.
- No culverts are included in this project.
- From Box 11 towards intersection, ditch 112' to guardrail until water can find stream. Gentle swale at beginning that graduates to full ditching with 2 foot shoulder and 3:1 back slope, hay for erosion control after seeding to complete section.

Shoulder work @ \$2/ foot=\$1,240

Ditching @ \$7.50/foot= \$4,920

Total Estimate= \$6,160

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

Telephone: 207 848-1010  
FAX: 207 848-3316  
Website: [www.Hermon.Net](http://www.Hermon.Net)


#5.  
7-14-16


Printed by: **Ruth Nickerson**  
Title: <snrbldrs@roadrunner.com> : **Hermon School System**

Friday, June 24, 2016 7:38:22 A

Page 1 of

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From:  <snrbldrs@roadrunner.com>

Thursday, June 23, 2016 6:51:01 PM 

Subject:

To:  **Ruth Nickerson**

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The event at the snowmobile club is a fund raising event, our first of this kind where we will be having drag races for snowmobiles on clay/grass ,it is drawing lot of attention statewide and we have been told we already have the best looking track IN THE STATE and even rival new england ,we will be having shuttle parking if necessary at the high school,also we are expanding our parking lot to the field we own etc. also some of the neighbors want to park cars on their property for a small fee.We will have tents set up and at least 6 porta potties,we are fully insured with liability package for our protection! No alcohol will be served obviously ,we will have burgers and fries hot dogs etc.ice etc. as always,thank you Byron Ogden trailmaster

# CONCOURSE GATHERING PERMIT APPLICATION

(To be filed no more than 60 days before event, nor 45 days less than event)

A \$50.00 filing fee is to be submitted with this complete application

Commencing Date and Time of Event: 8-20-16  
Termination Date and Time : 8-21-16

Any person aggrieved by the denial of the Municipal Officers to issue a concourse gathering permit shall have the right to appeal the denial of the concourse gathering permit. The appeal shall be taken within seven days after notice. The Board of Appeals shall act upon the appeal at their next regularly scheduled meeting.

## APPLICANT INFORMATION:

Name: PENOBSCOT SNOWMOBILE CLUB  
Address: 795 BOG RD  
Telephone Number: 852-8961

## Chair of the Event INFORMATION:

Name: Byron Opden  
Address: 2150 OHA  
BANGOR  
Telephone Number: 852-8961

If the event is to be held by, and on behalf of or for, any other person other than the applicant the following authorization is required.

I have authorized NA to apply for a concourse gathering permit on behalf of \_\_\_\_\_  
Individual or Organization name

\_\_\_\_\_  
Authorizing signature and title if applicable

\_\_\_\_\_  
Date

**If Event is for an ORGANIZATION:**

Name of the Chairman: ANDY WITHAM - PRESIDENT

Address of the Chairman: RT 69  
CARMEL

Telephone Number of the Chairman: 852-8214

Other officials of organization:

Byron Oden DIRECTOR  
Name/Title

NICK POMEROY V.P.  
Name/Title

SANDR DORR DIRECTOR/TREAS.  
Name/Title

\_\_\_\_\_  
Name/Title

Location of planned event: 795 BOG RD

**PROPERTY OWNER INFORMATION:**

Name: PENOBSCOT SNOWMOBILE

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

Telephone Number: 852-8961

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

As property owner(s) of the site being provided for the concourse gathering event, I/we authorize the use of the site for such event.

Property owner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property owner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property owner signature: \_\_\_\_\_

Date: \_\_\_\_\_

Property owner signature: \_\_\_\_\_

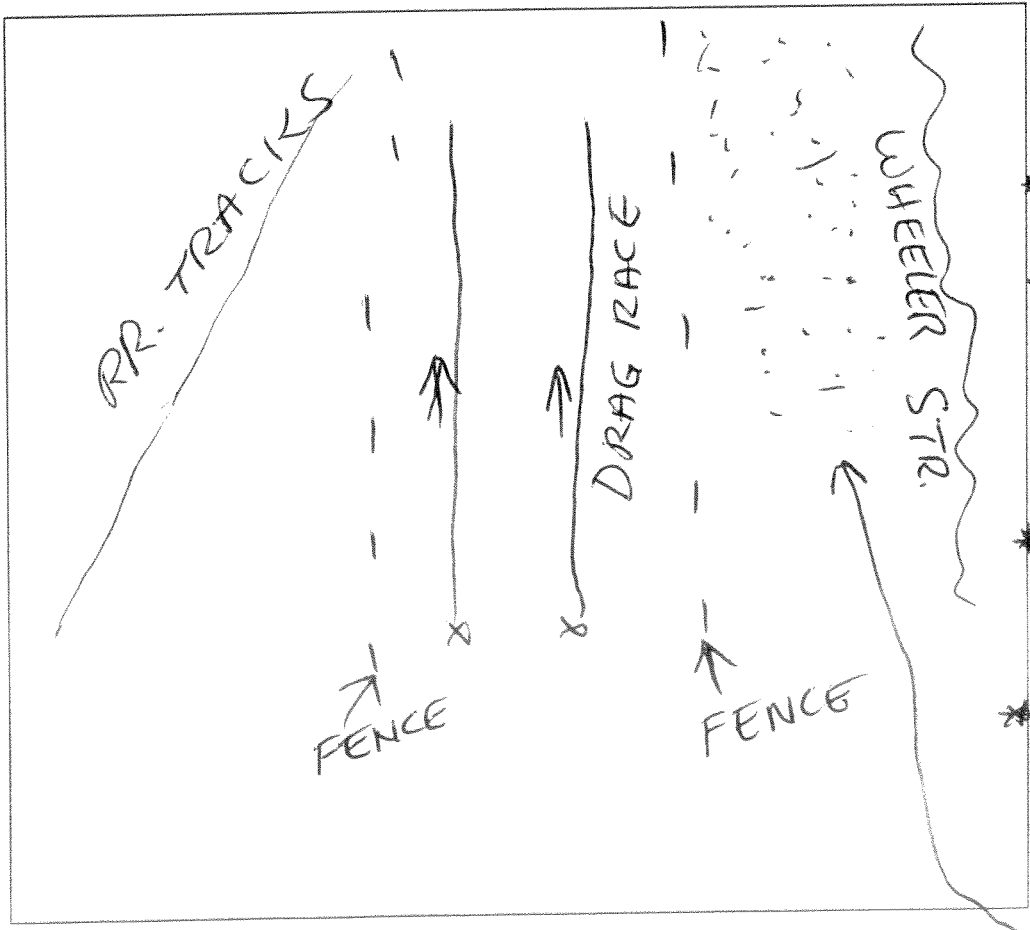
Date: \_\_\_\_\_

Description of event (include all of the following that apply. Number of people, number and kind of animals, number and types of vehicles)

GRASS DRAGS - NO ANIMALS - CARS,  
PICKUPS W/ TRAILERS - 500+

Provide a freehand Plan View Drawing of the site(s) showing the location and size of the site; location and extent of water supply facilities; location and extent of sanitary facilities; location and extent of fire protection facilities; location and extent of first aid facilities; location and extent of dining facilities; location and extent of off street parking facilities; and other pertinent data. Attach additional sheet if necessary.

PARKING



- GAR.
- XXXXXX
  - \* PORTA POTTIES
  - \* WTR. SUPPLY IS EXCELLEN AT CLUB
  - \* HERMON RESCUE ON-SITE
  - \* WILL HAVE TENTS FOR SHADE + EATING

PARKING  
 ALSO WILL HAVE A SHUTTLE VAN FOR SATELLITE PARKING



PSC OWNS APPROX. 50 ACRES  
RE-QUEST WAIVER FOR CLUB OWNE  
LAND

Attach with this application a corporate surety bond from a company authorized to do business in the State of Maine insuring that after the event is over and the mass of people have vacated the site or sites, the grounds shall be left in a clean and neat fashion, and damages to public and/or private property arising out of or in connection with the event will be paid promptly. Such bond shall be in the amount of five thousand (\$5,000.00) for each one thousand (1,000) persons or fractional part thereof, expected to be there.

**The Municipal Officers may request any additional information which is deemed reasonably necessary for a fair determination to issue the concourse gathering permit herein applied for.**

**Additional information requested:**

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_  
-

\_\_\_\_\_  
**Council Chair**

\_\_\_\_\_  
**Date**

**Additional information attached, reviewed and deemed**

**Acceptable**

**Unacceptable**

\_\_\_\_\_  
**Council Chair**

\_\_\_\_\_  
**Date**

**The Municipal Officers deemed it appropriate to waive the following requirements of this permit application:**

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\_\_\_\_\_  
**Council Chair**

\_\_\_\_\_  
**Date**

The Municipal Officers of the Town of Hermon at a Public Meeting convened approved **the Concourse Gathering Permit herein attached.**

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by the Town Council:

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#17.  
7-14-16



7/8/16

Memo: Winter Sand Purchase

To: Roger Raymond

Roger,

For the last several winter seasons A&M Sand and Gravel has supplied our sand. We have extended the original contract annually each year because they agreed to deliver at the same price as the original contract consecutively without increases. The price was \$9.10 for the first 2500 yards and \$9.40 for the winter delivery of 1500 additional cubic yards. We also pay \$1.00/cy to the contractor for mixing the salt and piling the sand in our building.

Gardner Construction Enterprises has offered to supply sand at \$9.75/cy anytime during the season we need material including a proposed contractual obligation to honor that price for two years with an option for year three if fuel prices remain stable. Gardner mentions that he can meet our gradation specs for passing the squares and provide the engineering report.

A & M Sand and Gravel has served us faithfully and been a reliable company to deal with, but there are many advantages to having our sand supply provided by the contractor who also maintains our roadways. The timing of when it is delivered, the proximity of the supply to our property and the quality of the material during extreme temperatures are all factors when connecting a road maintenance contractor with a sand supplier.

My recommendation is to award Gardner Construction the contract to supply sand for the logistical reasons stated above and because his prices fall well within the limits of our budget for winter sand during a normal winter.

Respectfully,




Scott Perkins  
Town of Hermon

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

Telephone: 207 848-1010  
FAX: 207 848-3316  
Website: [www.Hermon.Net](http://www.Hermon.Net)

---

From:  Randy Gardner <[randy@gardnerconstructionenterprises.com](mailto:randy@gardnerconstructionenterprises.com)>  
Subject: RE: Winter Sand  
To:  [sperkins@hermon.net](mailto:sperkins@hermon.net)  
Cc:  **Roger Raymond**

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Good Morning Scott,

Answers as follow:

1. In the interest of keeping things simple, as opposed to having separate pricing for winter supply, I propose that I would supply at any and all times for 9.75 cy. On the 4000cy total, this would give me 400.00 to cover the added cost of winter delivery. I understand that your quantities are estimates, and would only bill for amounts supplied.
2. I will commit for two years, with a third year option, with the condition that if fuel prices increase more than 50 cents per gallon, that we could negotiate a fair increase to cover that cost. If fuel prices return to below that 50 cents, the price would return to 9.75 as well.
3. I will supply product that will meet the requirements, and will supply a gradation report as requested.

I hope this is satisfactory. If you have any questions , please feel free to give me a call.  
Thanks,

*Randy Gardner*  
Gardner Construction Enterprises LLC  
P.O. Box 6209  
Hermon, Maine 04402  
(207) 478-6369 FAX (207) 945-3595  
[randy@gardnerconstructionenterprises.com](mailto:randy@gardnerconstructionenterprises.com)  
[www.gardnerconstructionenterprises.com](http://www.gardnerconstructionenterprises.com)

**From:** Scott Perkins [<mailto:sperkins@hermon.net>]  
**Sent:** Thursday, July 7, 2016 4:37 PM  
**To:** Randy Gardner <[randy@gardnerconstructionenterprises.com](mailto:randy@gardnerconstructionenterprises.com)>  
**Cc:** [raymondr@hermon.net](mailto:raymondr@hermon.net)  
**Subject:** Re: Winter Sand

**Randy Gardner** <[randy@gardnerconstructionenterprises.com](mailto:randy@gardnerconstructionenterprises.com)> writes:  
Good afternoon gentlemen,

Our price for winter sand delivered would be 9.65 cy.

**MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND HAZARDOUS  
MATERIALS INCIDENT RESPONSE (US)**

This agreement, entered into this 30 day of APR 2016, between the Secretary of the Air Force acting pursuant to the authority of 42 U.S.C. 1856a and the City of Hermon Fire Department is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in firefighting. It is agreed that:

- a. On request to a representative of the City of Hermon Fire Department by a representative of the City of Hermon Fire Department, firefighting equipment and personnel of the Maine Air National Guard Fire Department will be dispatched to any point within the area for which the City of Hermon Fire Department normally provides fire protection or hazardous materials incident response as designated by the representatives of the City of Hermon Fire Department.
- b. On request to a representative of the Maine Air National Guard Fire Department by a representative of the Maine Air National Guard Fire Department, firefighting equipment or hazardous materials incident response and personnel of the City of Hermon Fire Department will be dispatched to any point within the firefighting or hazardous materials incident response jurisdiction of the Maine Air National Guard Fire Department fire department as designated by the representative of the Maine Air National Guard Fire Department fire department.
- c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
  - (1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.
  - (2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.
  - (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
  - (4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Maine Air National Guard Fire Department normally provides fire protection, the chief of the Maine Air National Guard Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
  - (5) here local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Maine Air National Guard Fire Department to observe Air Force operations.

d. The City of Hermon Fire Department may claim reimbursement for the direct expenses and losses that are additional firefighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151, *Reimbursement for Costs of Fire Fighting on Federal Property*.

e. Both parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with NFPA 1561.

f. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph d above.

g. All equipment used by the City of Hermon Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the City of Hermon Fire Department under this agreement will, at the time of such action, be an employee or volunteer member of the City of Hermon Fire Department.

General Provisions: Endorsement Page

City of Hermon Fire Department

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Chief Ray Pipes

Maine ANG Fire Chief

---

SMSgt Jeremiah R. Jordan

For the Secretary of the Air Force

---

Colonel Adam H. Jenkins

TAG for Maine

---

Brigadier General Douglas A. Farnham

USP&FO for Maine

---

Colonel Donald O. Lagasse



# Maine Municipal Association

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

# 10.

7-14-16

## Memorandum

**To:** Key Municipal Officials of MMA's Member Municipalities  
**From:** Stephan Bunker, President, Maine Municipal Association  
**Date:** June 23, 2016  
**Re:** Ballots for Election to MMA'S Legislative Policy Committee



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MMA's member municipalities have made their nominations for the 2016-2018 Legislative Policy Committee (LPC). It is now time to elect your representatives to serve on the Committee. The election ballot is enclosed. The ballot must be completed by the Board of Selectmen or Town or City Council of your municipality.

### Number of votes

Most municipalities are asked to vote for two candidates, because there are two elected LPC members for most districts. Some municipalities only vote for one candidate, because the other LPC member in that district is appointed. *You are instructed on the ballot (above the list of candidates) whether to vote for two candidates or just one.*

### Candidate profiles

If you are not familiar with any of the candidates, please review the Candidate Profiles on the back of the ballot. Feel free, also, to contact the candidates directly.

### Write-in candidates

In addition to the candidates listed on the ballot, you may vote for a candidate whose name you write in. The write-in candidate need not be from your municipality, but must be an elected or appointed official from a municipality in your Senate/LPC district. *Check to be sure the write-in candidate is willing to serve if elected!* Write-in candidates should be communicating their interest in serving among the municipal officers within their district.

If you are instructed to vote for two candidates and only one candidate is on the ballot, please use the "write-in" line for your second vote if you know of someone who is willing to serve.

### Deadline for returning ballot

Return ballot by 5:00 p.m. on **August 5, 2016** to:

State and Federal Relations Dept.  
Maine Municipal Association  
60 Community Drive, Augusta, ME 04330  
FAX: 624-0129


**Your participation is important - Thank You!**



**OFFICIAL BALLOT – District 9**

**Maine Municipal Association’s Legislative Policy Committee**  
July 1, 2016 – June 30, 2018

**VOTE FOR ONE** (*Bangor appoints 1 LPC Member*):

Roger Raymond, Manager, Town of Hermon  
 \_\_\_\_\_ (name) \_\_\_\_\_ (position) \_\_\_\_\_ (municipality)  write in)

**Candidate Profiles Are On Reverse Side**

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

 BY SELECTMEN/COUNCILORS:

_____ signature	_____ print name
_____ signature	_____ print name
_____ signature	_____ print name
_____ signature	_____ print name
_____ signature	_____ print name

**Return by 5:00 p.m., August 5, 2016 to:**

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

(over)

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

Bangor

Hermon

**Candidate Profile:**

Roger Raymond has served municipal government as manager for the past 41 years, serving in Eagle Lake from 1975-1984 and in Bucksport from 1985 to 2012, as well as interim town manager in the towns of Milo and Hermon, until accepting the full-time position as manager in Hermon in September of 2012. He has also served on numerous boards and committees related to municipal government and has testified at the Legislature on behalf of municipal government on topics including but not limited to transportation funding, tax incremental financing, personal property and excise tax exemptions, school funding and DEP wastewater funding. He also served on the Legislature's Mandate Working Group. Mr. Raymond has served on the LPC from 1978-1980 and again during these past two terms. He would like the opportunity to continue his service to gain better understanding of proposed legislation that pertains to municipalities.

# 11  
7-14-16

Dear Official,

"One of the benefits of volunteering is that you become connected to other people. Volunteering allows people to interact more, meet new people, and expand their network."  
(benefitsofvolunteering.com)

With a new website (see end of the e-mail shown below), we've introduced Spirit of America volunteer recognition to other Maine counties – the trailblazing has paid off! A number of towns in Aroostook, Oxford and Washington counties have picked recipients of the 2016 Spirit of America Foundation Tribute for outstanding community service!

Thanks to China, Georgetown, Oakland, Pittston, Pittsfield, Randolph, Rome, Searsport, Vassalboro, West Gardiner and other municipalities for sharing your Spirit of America experience with other towns – helping volunteerism helps communities!

Congratulations and thanks to these 'Pacesetter' municipalities for telling us about their Spirit of America winners by the end of February: Benton, Boothbay Harbor, Cambridge, Canaan, Chelsea, Cherryfield, Detroit, Dixfield, Eastport, Edgecomb, Fairfield, Greene, Hartland, Hiram, Leeds, Lewiston, Livermore, Marshfield, Montville, Norridgewock, Paris, Pittsfield, Pittston, Rome, Roxbury, Searsport, Stockton Springs, Troy, Whitefield.

You might enjoy viewing film of the ceremony honoring recipients of the 2015 Spirit of America Foundation Tribute throughout Androscoggin County (<http://wgltgreeneme.pegcentral.com/player.php?video=14bf9896b6f2437bdcf7dbec71624a61>); throughout Kennebec County (<http://wabi.tv/2015/12/16/clinton-officer-receives-award-for-saving-mans-life>).

The 2016 privilege granted to Maine municipalities to choose Spirit of America Foundation Tribute winners expires on June 30 - please enter info about your community's Spirit of America recipient on the website by that date.

Municipalities not yet selecting their Spirit of America recipient might consider picking the person/group to whom they dedicate(d) their annual town report.

A belated 'Happy National Volunteer Month' (April) & thanks for all your help to volunteerism!

Bruce  
622-7311

P.S. Municipalities are encouraged to present the Spirit of America award at their annual town meeting or in April, but they may do so at another occasion/ time.

We anticipated the most common 2016 scenario will be that towns present a resolution (and the 'Municipal Resolution' page at [spiroaf.com](http://spiroaf.com) has samples) to their Spirit of America winner at the annual town meeting.

\*\*\*\*\*

After your town selects its 2016 winner, please visit website <http://spiroaft.com/soaftd> (note the 'spiroaft.com' spelling) & follow these steps to enter the info we need from 'you':

Click 'Login' link at top right, enter 'soaft' for both Username and Password, then click 'Log in' button, click 'Home'.

Enter 'Town', 'Winner Name', 'Winner Mailing Address', 'Winner Accomplishments' (15-25 words), 'Occasion of award presentation/'Distinction', 'Name of Committee Choosing Winner', 'Your Name', 'Your Title', 'County', then click 'Submit'.

Thank you so much for your help!

Dear Lee Official,

With experience in other counties and a new website (see end of this e-mail), we are introducing an exciting concept to Lee and other Penobscot County towns!

Your Board of Selectmen is asked to pick the local person, project or group to receive the 2016 Lee Spirit of America Foundation Tribute for outstanding community service using your own criteria and to honor the recipient (presumably with a resolution or proclamation) at your annual town meeting or at a Selectmen's meeting in April (National Volunteer Month). We'll need to know about the recipient to facilitate the event this Fall honoring 2016 Spirit of America award winners throughout Penobscot County.

We've annually organized 6 county-wide Spirit of America events hosted by county officials – in Androscoggin, Kennebec, Lincoln, Sagadahoc, Somerset and Waldo counties. A link to Androscoggin's 2015 ceremony is <http://wglgreeneme.pegcentral.com/player.php?video=14bf9896b6f2437bdcf7dbec71624a61>

The 2016 privilege granted to Maine municipalities to choose Spirit of America Foundation Tribute winners expires on June 30.

**Background:**

Spirit of America Foundation is a 501(c)(3) public charity established in Augusta, ME to encourage volunteerism & it allows the Spirit of America Foundation Tribute to be presented in the name of any Maine municipality. There is no fee involved, and local officials chose their community's 2015 Spirit of America winner in 80+ towns!

The first Spirit of America Foundation award was presented to Alma Jones by Augusta Mayor William Burney on Nov. 26, 1991. Maine Governors John Baldacci and Angus King, Maine Municipal Association President Mark Green, MMA Executive Director Chris Lockwood, and WABK radio personalities Don Brown and Ryan Cote are among many who have played key roles at one of the 400+ Spirit of America ceremonies over the years. You can find more info about the Foundation on website <http://spiroaf.com> (where the 'Municipal Resolution' page has sample resolutions, and the 'Honored Ever' page lists towns' previous winners).

A municipality may achieve Spirit of America's Gold Distinction by presenting the Spirit of America Foundation Tribute at the annual town meeting or inauguration, during an annual community festival, or during National Volunteer Month (April).

2015 Gold Distinction towns included: Albion, Bath, Belgrade, Bowdoinham, Cambridge, Canaan, Chelsea, China, Dresden, Embden, Fairfield, Fayette, Freedom, Georgetown, Harmony, Hartland, Jackman, Leeds, Lewiston, Lisbon, Livermore Falls, Manchester, Mercer, Minot, Monmouth, Mount Vernon, Newcastle, Oakland, Palermo, Palmyra, Phippsburg, Pittsfield, Pittston, Poland, Readfield, St. Albans, Searsmont, Sidney, Skowhegan, Solon, Somerville, Starks, Stockton Springs, Troy, Unity, Vassalboro, Waldoboro, Wales, Washington, Waterville, Wayne, Wilton, Winslow, Woolwich.

Hoping you tell us by Feb. 28 the name, mailing address and an accomplishment of Lee's 2016 Spirit of America recipient and also the occasion of your local award ceremony (see end of this e-mail) – will publicize your town as a 'Pacesetter' if you do! Thanks for your immense help to volunteerism!

Bruce Flaherty, President  
Maine Spirit of America  
(a chapter of Spirit of America Foundation)  
622-7311

# 12.  
7-14-16

**Order**  
**016-017-001**



2016-2017  
Council Meeting Schedule

- July 14, 2016
- July 28, 2016
- August 11, 2016
- August 25, 2016
- September 8, 2016
- September 22, 2016
- October 6, 2016
- October 20, 2016
- November 3, 2016
- November 17, 2016
- December 1, 2016
- December 15, 2016
- December 29, 2016
- January 12, 2017
- January 26, 2017
- February 9, 2017
- February 23, 2017
- March 9, 2017
- March 23, 2017
- April 6, 2017
- April 20, 2017
- May 4, 2017
- May 18, 2017
- June 1, 2017

**June 13, 2017** *Municipal Election*  
**June 15, 2017** *Annual Town Meeting*  
 June 29, 2017

**Signed this July 14, 2016 by the Hermon Town Council**

_____	_____	_____
Donna Ellis	Anne Freeman	Steven Thomas
_____	_____	_____
Douglas Sinclair, Sr.	John Snyder, III	Jeanne Jacques
	_____	
	Steve Watson	

2016-2017

# 13.  
7-14-16

**Council Appointments**

**Assessment Review Board**

Donna Pulver	term to expire: 06/30/2019
Vacant	06/30/2019
Vacant	06/30/2019

**Constable/Deputy**

Peter Garland	term to expire: 06/30/2017
Michael Parady	06/30/2017
David Quinn	06/30/2017
Vacant	06/30/2017

**Health Officer**

Annette Merrithew	term to expire 06/30/2017
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**Planning Board**

David Ramsay	term to expire 06/30/2021
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**Planning Board Alternate**

Shannon Giles	term to expire 06/30/2017
Marylyn White	06/30/2017

**Registrar of Voters**

Ruth A. Nickerson	term to expire 12/31/2018
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**Tax Collector**

Rachel Grass	term to expire 06/30/2017
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**Town Attorney**

Ed Bearor	term to expire 06/30/2017
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**Zoning Board**

Florian Duguay	term to expire 06/30/2019
Ted McLeod Jr.	06/30/2019
Donna Pulver	06/30/2019
Carol Harvey	06/30/2019
Vacant	06/30/2019
Vacant	06/30/2019
Vacant	06/30/2019