



Town of Hermon

Public Safety Meeting Room

February 9, 2017

Town Council Meeting

7:00 PM

AGENDA

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

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

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

**I. CALL TO ORDER BY CHAIRPERSON**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

MINUTES. -APPROVE November 17, 2016, January 12, 2017 and January 26, 2017

WARRANTS. -SIGN February 10, 2017

**V. NEWS, PRESENTATIONS AND RECOGNITIONS**

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

**VII. PUBLIC HEARINGS**

**#1. Hear and Consider Public Comment regarding proposed zone change for Annis Road, Map 33  
Lot 6.**

**VIII. COMMITTEE REPORTS**



**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**

**#2. Consider** approving Zone Change for Map 33 Lot 6 – Annis Road.

**#3. Consider** approving 3 road names for proposed subdivision on Annis Road.

**B. NEW BUSINESS**

**#4. Consider** approving Police Department equipment purchase.

**C. WORKSHOPS**

**#5. Review** of 2017-2018 Capital Improvement Plan

**#6. Discuss** Business Loan Subsidy Program

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

**X. APPOINTMENTS**

**XI. MANAGER STATUS REPORT:**

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

**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

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

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

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



**Town of Hermon**

**Public Safety Meeting Room**

**November 17, 2016**

**Town Council Meeting**

**7:00 PM**

**MINUTES**

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

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has taken place – check hermon.net for link.

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

**I. CALL TO ORDER BY CHAIRPERSON**

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

**II. PLEDGE OF ALLEGIANCE**

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

**III. ROLL CALL**

**Members Present:** Anne Freeman, Donna Ellis, Steve Thomas, Doug Sinclair, Jeanne Jacques, John Snyer and Steve Watson

**Members Absent:** None

**Others Present:** Town Manager Howard Kroll, Town Clerk Ruth A. Nickerson, Scott Perkins, Sgt. Pelletier, Michelle Thayer, Charlie Hillman, Owen Shaw, Bill Scott, Wendy Wiles-Scott and Robin Carr

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

MINUTES. -APPROVE

WARRANTS. –SIGN      November 18, 2016



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

*The motion carries.*

**V. NEWS, PRESENTATIONS AND RECOGNITIONS**

**Scott Perkins** spoke with the Council regarding the ongoing traffic issues on Miller Hill. He and the Town Manager have recently met with MDOT to discuss the problem there. Scott thanked Sgt. Pelletier for his hard work and help. Mr. Perkins told how there have been no new accidents since the most recent striping. He also informed the Council that the Town of Hermon has been elevated to a finalist for a Safety Grant in 2017. Mr. Perkins then told of the plans MDOT has laid out for the intersection at the top of the hill. The plans were rolled out for all to see and discuss. The plan includes a dedicated right turn lane with cement islands to control traffic.

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

**Cadet Private First Class Owen Shaw** attended the Council Meeting. Shaw is a member of the HHS Class of 2019 and the HHS ROTC. He informed the Council that one of his class mates has a brain tumor. The ROTC is helping to raise funds for him and his family. There will be a bottle drive; a *GoFundMe Page* has also been set up. Shaw asked us to help get the word out so we can all help this family and to please have our bottles ready for pick up.

**VII. PUBLIC HEARINGS**

**#1. Hold Public Hearing for Annis Road Zone Change.**

Chair Thomas opened the Public Hearing at 7:16pm. He invited anyone in attendance to speak for or against the proposed zone change. There were no comments. The public hearing closed at 7:17pm.

**#2. Hold Public Hearing for Billings Road Zone Change**

Chair Thomas opened the Public Hearing at 7:18pm. He invited anyone in attendance to speak for or against the proposed zone change. There were no comments. The public hearing closed at 7:18pm.

**VIII. COMMITTEE REPORTS**

None

**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**



**#3. Consider Approving an ordinance amendment to the Hermon Code of Ordinances, “Title 15 Section 154, Sub-Section 154-006(b), Zone Change”**

The Council discussed changing the zone for 74 acres on the Annis Road owned by Michelle and Brian Thayer from agricultural forestry to residential b.

**Councilor Freeman moved to approve R16-17-41. Councilor Snyder seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R16-17-41 is attached for review.)

**#4. Consider Approving an ordinance amendment to the Hermon Code of Ordinances, “Title 15 Section 154, Sub-Section 154-006(b), Zone Change”**

The Council discussed changing the zone for 86 acres of land on the Billings Road owned by Charles and Corinne Hillman from residential a & b to all residential b.

**Councilor Freeman moved to approve R16-17-42. Councilor Snyder seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R16-17-42 is attached for review.)

**#5. Consider Creating and Appointing the Retail Marijuana Moratorium Ad-Hoc Committee to review, prepare and forward to the Town Council a Retail Marijuana Ordinance within 180 days.**

Chair Thomas explained that in addition to others there will be 2 Council members and 3 Town of Hermon registered voters sitting on this committee. Councilors Freeman and Snyder offered to serve on the Committee. The Council agreed to allow the Public Safety Committee to actually appoint the members of this ad-hoc committee. In response to Councilor Watson, Kim Nichols stated she is willing to serve on the committee.

**Councilor Jacques moved to approve R16-17-43. Councilor Freeman seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R16-17-43 is attached for review.)

**B. NEW BUSINESS**

**#6. Consider authorizing the use of approved, dedicated Funds for the purchase of a laptop for the AV station.**

The Town Manager explained that funds were approved at the Annual Town Meeting to replace the laptop used to run the AV station. The Manager asked the Council to consider approving the purchase of the laptop.



**Councilor Sinclair moved to approve FR16-17-26. Councilor Freeman seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

**\*(FR16-17-26 is attached for review.)**

**#7. Consider Signing a Municipal Quitclaim Deed to Kathleen D. Gallupe of Hermon.**

Manager Kroll explained that this is a discharge of an old tax lien from 1974.

**Councilor Jacques moved to approve R16-17-44. Councilor Snyder seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

**\*(R16-17-44 is attached for review.)**

### **C. WORKSHOPS**

None

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

None

### **X. APPOINTMENTS**

None

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

**ROTC** – Hermon had the largest ROTC group I’ve ever seen in a parade. They are a great group, and I am proud of them.

**Happy Thanksgiving** – The office will be open Monday thru Wednesday this week.

**Presidential Election** – Thank you to Ruth and her staff for a job well done at the election.

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

None

### **XIII. COUNCIL ITEMS:**

**Councilor Freeman** asked if we could donate some Council money to the young cadet and his family. She also asked if painting white lines on our roads could be a priority.



**Councilor Ellis** told how she and Councilor Sinclair attended the Rec supper and it was very nice.

**XIV. EXECUTIVE SESSION:**

None

**XV. ADJOURNMENT:**

**Councilor Freeman** moved to adjourn the meeting at 7:44pm. **Councilor Snyder** seconded the motion. With no objection the meeting was adjourned.

**Respectfully Submitted,**

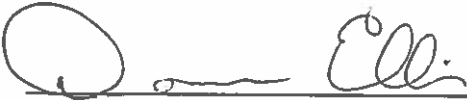
**Ruth A. Nickerson, CCM**  
**Town Clerk**




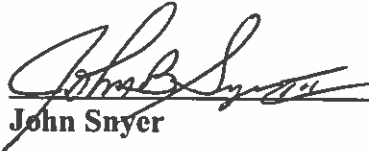
R16-17-41

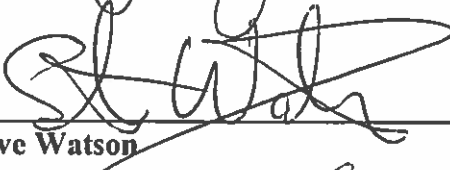
Be it resolved by the Hermon Town Council in Town Council assembled to enact an ordinance titled "Amendment to Chapter 154 Zone change to Tax Map 40 Lot 1 § 154-006 (b) of the Hermon Town Code".

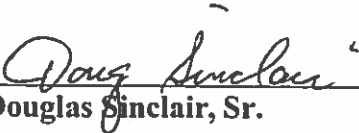
SIGNED this November 17, 2016 by the Hermon Town Council:

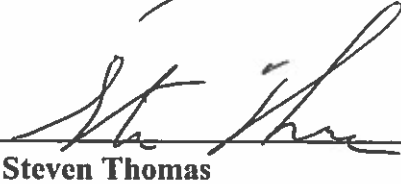
  
Donna Ellis

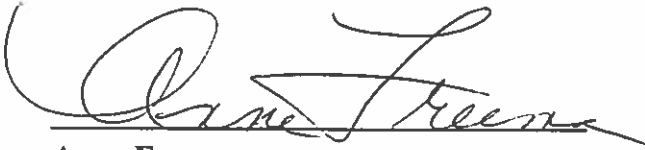
  
Jeanne Jacques

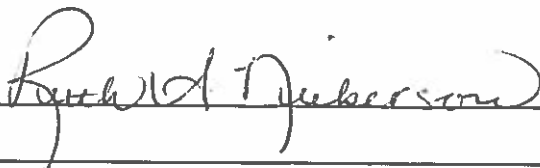
  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original:   
Richard Neiberson

Motion <u>Freeman</u>	Yeas <u>accept</u>	Date <u>11/17/16</u>
Second <u>Snyder</u>	Nays <u>w/o Doubt</u>	





R16-17-42

Be it resolved by the Hermon Town Council in Town Council assembled to enact an ordinance titled "Amendment to Chapter 154 Zone Change to Tax Map 34 Lot 131 § 154-006 (b) of the Hermon Town Code".

SIGNED this November 17, 2016 by the Hermon Town Council:

Donna Ellis

Jeanne Jacques

John Snyder

Steve Watson

Douglas Sinclair, Sr.

Steven Thomas

Anne Freeman

Attest Original:

Motion <u>Freeman</u>	Yeas <u>Accepted</u>	Date <u>11/17/16</u>
Second <u>Snyder</u>	Nays <u>w/o Doubt</u>	

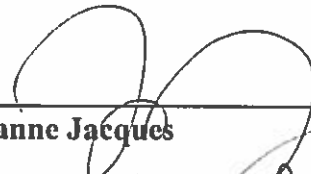


R16-17-43


Be it resolved by the Hermon Town Council in Town Council assembled to appoint an ad-hoc committee to review and forward to the Town Council, for their consideration, a Retail Marijuana Ordinance within 180 days of their creation or to coincide with any further amendments to the Retail Marijuana Moratorium ordinance. Membership of the committee shall be 2 Town Council Members, 3 Town of Hermon Registered Voters, with staff support from the Town Manager, Code Enforcement Officer, Economic Development Director, Fire Chief, Police Department Sergeant and legal counsel as required.

SIGNED this November 17, 2016 by the Hermon Town Council:

  
Donna Ellis

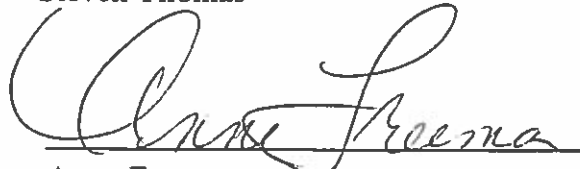
  
Jeanne Jacques

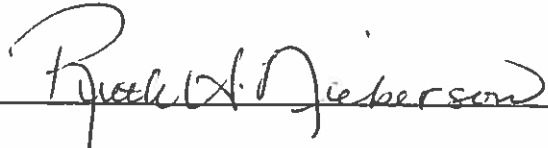
  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion <u>Jacques</u>	Yeas <u>Accepted</u>	Date <u>11/17/16</u>
Second <u>Freeman</u>	Nays <u>in/Doubt</u>	




**FR16-17-26**

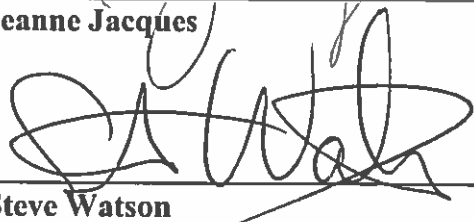
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$500 (\$380- laptop & \$80- 2 year extended warranty) for purchasing one (1) laptop for the AV Station. Be it further resolved the cost of the services is to be paid for from the Town Office Equipment and Technology Reserve Account (HERM19).

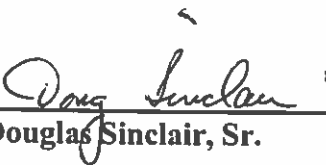
**SIGNED** this November 17, 2016 by the Hermon Town Council:

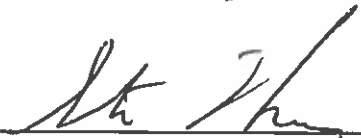
  
\_\_\_\_\_  
Donna Ellis

  
\_\_\_\_\_  
Jeanne Jacques

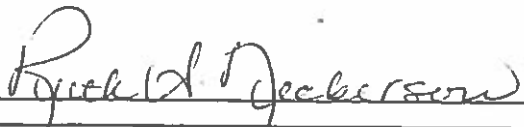
  
\_\_\_\_\_  
John Snyder

  
\_\_\_\_\_  
Steve Watson

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

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

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

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

Motion	<u>Sinclair</u>	Yeas	<u>7</u>	Date	<u>11/17/16</u>
Second	<u>Freeman</u>	Nays	<u>0</u>		



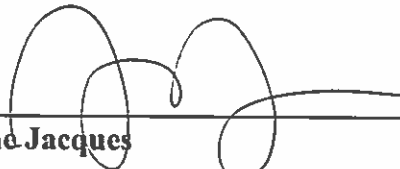
R16-17-44

Be it resolved by the Hermon Town Council in town council assembled that the Hermon Town Council sign the Municipal Quitclaim Deed in consideration of taxes, costs and interest due to release to Kathleen D. Gallupe of Hermon the real estate located in Hermon, Penobscot County, State of Maine, described as 511 George Road, designated as Map/Lot 013-090-000 on the Tax Maps of the Town of Hermon prepared by James W. Sewall and dated January 2012.


Be it further resolved the purpose of this Deed is to release any interest the Grantor may have by virtue of undischarged tax liens filed in the name of Russell G. Page and Linda K. Page at the Penobscot Registry in Book 2462, Page 123.


**SIGNED** this November 17, 2016 by the Hermon Town Council:

  
Donna Ellis

  
Jeanne Jacques

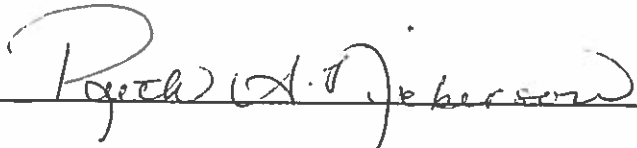
  
John Snyder

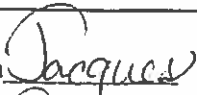
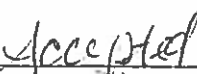
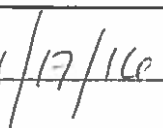
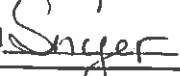

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion		Yeas		Date	
Second		Nays			



Town of Hermon

Public Safety Meeting Room

January 12, 2017

Town Council Meeting

7:00 PM

MINUTES

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**I. CALL TO ORDER BY CHAIRPERSON**

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

**II. PLEDGE OF ALLEGIANCE**

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

**III. ROLL CALL**

**Members Present:** Anne Freeman, Donna Ellis, Steve Thomas, Doug Sinclair, Jeanne Jacques, John Snyer and Steve Watson

**Members Absent:** None

**Others Present:** Town Manager Howard Kroll, Town Clerk Ruth A. Nickerson, Economic and Development Director Scott Perkins, Fire Chief Frank Roma, Kirk Small and Brian Wiley

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

MINUTES. -APPROVE October 6, 2016, October 20, 2016 and December 15, 2016

WARRANTS. -SIGN January 13, 2017

RESOLVES. -SIGN R15-16-46 (previously approve on 12/15/16)



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

**V. NEWS, PRESENTATIONS AND RECOGNITIONS**

• **Update from the office of Economic and Community Development**

Scott Perkins presented an update from his office to the Council. He informed the Council that one of the top goals in the Economic Development Strategic Plan is marketing and developing a Hermon brand. This means telling Hermon's story in a way that delivers our vision, promoting and marketing the Town of Hermon properly. Scott told how we have developed a marketing plan that uses television and all other forms of media. 2 television ads have been developed specifically for television. We paid \$5,000.00 to create the ads. Three videos were shown to the Council: 2 television advertisements and 1 media advertisement. Mr. Perkins responded to questions from the Council regarding the time line of implementing the ads and where they will be aired. Chair Thomas thanked Mr. Perkins for his hard work, told how he appreciated his energy and stated that he is looking forward to implementing this plan.

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

None

**VII. PUBLIC HEARINGS**

None

**VIII. COMMITTEE REPORTS**

None

**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**

None

**B. NEW BUSINESS**

**#1. Consider Introducing and ordinance amendment to the Hermon Code of Ordinances – "Title XV, Section 154, § 154-006(b), Zone Change."**

Manager Kroll explained that Gary Pomeroy owns 95 acres of the Blackstream Road. He is seeking authorization to subdivide the acreage into residential lots. The Town Manager asked the Council to schedule a public hearing for February 9, 2017 to hear comments from abutters and other towns' people regarding this potential development. He informed the Council that the Code Enforcement Officer Annette Merrithew would be in attendance as well as the land owner.



**Councilor Jacques moved to approve R16-17-52. Councilor Snyder seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R16-17-52 is attached for review)

**#2. Consider Authorizing the use of the Town of Hermon Pond Recreational Facility by the Central Maine Snowmobile Racing Association.**

The Council participated in a pretty lengthy discussion with Kirk Small and Brian Wiley regarding the use of Hermon Pond for snowmobile drag racing. It was clarified that Hermon Pond actually belongs to the State and permission for such use would need to come from the State. The drag strip would consist of 4 lanes that are 660 feet long and 100 feet wide. After discussing the details regarding the race the Council agreed to support CMSRA's request to the State.

**Councilor Freeman moved to approve R16-17-53. Councilor Snyder seconded the motion. A Roll Call vote resulted in 1 Nay and 6 Yeas. Councilor Sinclair voted in opposition.**

*The motion carries.*

\*(R16-17-53 is attached for review.)

**#3. Consider Approving the 2017-2022 Town of Hermon Road and Street Plan**

Manager Kroll thanked Roger Raymond and Scott Perkins for the hard work that has gone into developing a Road and Street Plan for the Town of Hermon. He explained that the Plan has been reviewed, approved and recommended by the Road and Street Committee. The Manager explained that funding the plan will come later when we work on the budget.

**Councilor Snyder moved to approve R16-17-54. Councilor Freeman seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

\*(R16-17-54 is attached for review)

## **C. WORKSHOPS**

None

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

None

## **X. APPOINTMENTS**

None

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



Winter, were in the middle of it. This has been a challenging month. Kudos to Gardner Construction. They are getting better every day. A big thank you to Mike and Ralph for the tremendous amount of time they have worked as well. Things have not been perfect, but we do have a good partnership with the Snow Plow Contractor.

**Congratulations** to Josh Berry. Josh has been here less than a year and he is already a certified assessor. Additionally, he recently took and passed his Code Enforcement test and is certified in land use, Shoreland and legal issues.

**Marijuana Moratorium** has gone into effect. The State has a year to determine the ins and outs of the laws. Our committee will continue their work. There is training in Freeport on February 28, 2016 we should attend. It is a good idea for communities to work together and learn together regarding this issue. No municipality is prepared for the retail sales and distribution of marijuana.

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

None

**XIII. COUNCIL ITEMS:**

**Councilor Sinclair** stated that compared to other towns we are a 10! Gardner's is doing a great job. Most towns surrounding us are a 2.

**Councilor Jacques** told how she avoided a close call on Miller Hill.

**Chair Thomas** spoke regarding the agreement the Council signed in August with PERC. Mr. Thomas spoke of his current concerns regarding the agreement and the potential that PERC may pull out of the agreement in February of 2018.

**XIV. EXECUTIVE SESSION:**

**#4. Discuss Personnel Matter per 1 M.R.S.A. § 405(6)(A) – To discuss and consider and amendment to the Personnel Policy.**

**Councilor Freeman** moved to go into Executive Session per 1 M.R.S.A. § 405(6)(A) – To discuss and consider and amendment to the Personnel Policy. **Councilor Snyder** seconded the motion. A **Roll Call** vote was unanimous in favor of the motion.

*The motion carries.*

**Councilor Snyder** moved to return to regular session at 7:55pm. **Councilor Freeman** seconded the motion. No action to take.

**XV. ADJOURNMENT:**

**Councilor Snyder** moved to adjourn the meeting at 7:55pm. **Councilor Freeman** seconded the motion. With no objection, **Chair Thomas** adjourned the meeting.

Respectfully Submitted,

Ruth A. Nickerson, CCM  
Town Clerk





Town of Hermon

Public Safety Meeting Room

January 26, 2017

Town Council Meeting

7:00 PM

MINUTES

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**I. CALL TO ORDER BY CHAIRPERSON**

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

**II. PLEDGE OF ALLEGIANCE**

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

**III. ROLL CALL**

**Members Present:** Anne Freeman, Donna Ellis, Steve Thomas, Doug Sinclair, Jeanne Jacques, John Snyder and Steve Watson

**Members Absent:** None

**Others Present:** Town Manager Howard Kroll, Town Clerk Ruth A. Nickerson and Economic Development Director Scott Perkins

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

MINUTES. -APPROVE November 3, 2016

WARRANTS. -SIGN January 27, 2017

**Councilor Snyder 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)***

None

**VII. PUBLIC HEARINGS**

**#1. Hold Public Hearing – TIF Districts #10 (Maine Salt Company) & #11(Waterfront Concerts, LLC)**

In response to Chair Thomas, Manager Kroll explained that Maine Salt Company has requested the Town offset their recent investment with a TIF. We have a commitment in this Town to support businesses that are growing.

Chair Thomas opened the Public Hearing at 7:04pm. He opened the floor for comments for or against approving TIF District #10. There were no comments. The Public Hearing was closed at 7:05pm.

Again, in response to Chair Thomas, Manager Kroll told how Bangor Waterfront Concerts actually reside in Hermon. They have built a new building and they store all of their equipment here. BWC is part of one of the currently fastest growing markets. Alex Gray and his team are top notch, have made incredible investments and I see no reason to not approve this TIF request.

Chair Thomas opened the Public Hearing at 7:07pm. He opened the floor for comments for or against approving TIF District #11. There were no comments. The Public Hearing was closed at 7:08pm.

**#2. Hold Public Hearing – Chemical Dependency Treatment Facility Moratorium.**

Manager Kroll explained that we do have existing codes for such clinics. He then told how this is an excellent time to have the Retail Marijuana Committee review the existing ordinance while they are working out the details of Retail Marijuana in Hermon. We do not want to discriminate without having done our due diligence. However, we must be prepared and ready to update any existing codes.

Chair Thomas opened the Public Hearing at 7:10pm. He opened the floor for comments for or against the moratorium. There were none. The Public Hearing closed at 7:11pm.

**VIII. COMMITTEE REPORTS**

None



## IX. SCHEDULED AGENDA ITEMS

### A. OLD BUSINESS

**#3. Consider approving a Proposed Tax Increment Finance District for Maine Salt Company**

Chair Thomas referred to the prepared order and read the final paragraph aloud before asking for a motion to approve.

**Councilor Jacques moved to approve O16-17-03. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(O16-17-03 is attached for review.)*

**#4. Consider approving a Proposed Tax Increment Finance District for Bangor Waterfront Concerts.**

Chair Thomas referred to the prepared order and read the final paragraph aloud before asking for a motion to approve.

**Councilor Jacques moved to approve O16-17-02. Councilor Freeman seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(O16-17-02 is attached for review.)*

**#5. Consider approving an amendment to the Hermon Code of Ordinances Section 154.008, "Enacting a Moratorium on acceptance of applications of processing of applications for Chemical Dependency Treatment Facilities."**

At the request of Chair Thomas the Town Manager explained that it is important that we take the opportunity to allow the Retail Marijuana Committee the opportunity to review the existing ordinance. This will allow for any updates or necessary changes. We will take the time to compare to other community policies and make sure we didn't miss anything the first time around.

**Councilor Sinclair moved to approve R16-17-55. Councilor Jacques seconded the motion. The motion was accepted without doubt.**

*The motion carries*

*\*(R16-17-55 is attached for review.)*



**#6. Consider authorizing amendment to Personnel Policy (Section 4.2)**

The Town Manager explained that Section 4.2 requires amending. It is imperative that all public safety personnel are treated equally and fairly with regard to the requirements of a standard work week. Currently, there is an inconsistency with regard to required hours worked and overtime.

**Councilor Sinclair moved to approve R16-17-56. Councilor Snyder seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

*\*(R16-17-56 is attached for review.)*

**B. NEW BUSINESS**

**#7. Consider authorizing purchase of new sign for Fire Station.**

Manager Kroll told how a previous appropriation of \$1,000.00 was made for a new sign for the Fire Station. The Fire Chief has requested \$682.00 for the purchase of the new sign. The Manager displayed an example of the sign.

**Councilor Sinclair moved to approve FR16-17-31. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR16-17-31 is attached for review.)*

**C. WORKSHOPS**

None

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

None

**X. APPOINTMENTS**

None

**XI. MANAGER STATUS REPORT:**

**• Capital Improvement Plan**

The Town Manager explained how the Town Charter requires the Capital Improvement Plan be approved 4 months prior to the end of the current fiscal year. He passed out a copy of the CIP to each Councilor for their review. He provided a brief summary of the proposed activity. He explained that a workshop will be scheduled for the next Council meeting where a through review will take place.



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

None

**XIII. COUNCIL ITEMS:**

**Councilor Freeman** told how her mailbox finally got smacked. The destruction of mailboxes this winter is pretty disappointing.

**Councilor Snyer** asked Mr. Perkins about the amount of salt and sand we have used this year compared to last year. Mr. Perkins explained the difference between the storms this year compared to last, and stated that we have used a bit more sand and salt this year than last.

**Councilor Sinclair** told how he is disappointed that Hermon was not listed in the Top 10 Towns to Live in Maine and asked what we would have to do to be considered. Scott said he would look into it.

**Chair Thomas** informed the Council that he recently attended the Annual MERADA Conference in Portland. He told how he hopes Hermon can present information about our Town and Community at the next conference, stating that there is so much going on here; our presentation could really be fantastic.

**Councilor Jacques** asked if anybody had an update on Donna Pulver. Anne stated she is improving but really not feeling well.

**XIV. EXECUTIVE SESSION:**

None

**XV. ADJOURNMENT:**

**Councilor Jacques** moved to adjourn the meeting at 7:56pm. **Councilor Sinclair** seconded the motion. With no objection, **Chair Thomas** adjourned the meeting.

**Respectfully Submitted,**

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



016-17-03

**AN ORDER**

**Providing for: Designation of Municipal Development and Tax Increment Financing District (No. 10) -  
Maine Salt Company and Adoption of Related Development Program**

**WHEREAS**, the Town of Hermon is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as a municipal development district and tax increment financing district and to adopt a development program for such district; and,

**WHEREAS**, there is and continues to be a need to encourage the expansion, improvement and attraction of manufacturing, industrial and commercial, businesses in the Town, and to provide continuing employment opportunities for the citizens of the Town and the surrounding region, to improve and broaden the tax base of the Town, and to improve the general economy and general business development climate of the Town, the surrounding region and the State of Maine; and

**WHEREAS**, designating the proposed Municipal Development and Tax Increment Financing District (No. 10) - Maine Salt Company (the "District") and adopting and implementing the proposed related Development Program (the "Development Program") will help to provide new employment opportunities for the citizens of the Town and the surrounding region and will help the Town to continue the pursuit of business development in the Town and the region; and

**WHEREAS**, the Town has held a public hearing on the proposed District and Development Program in accordance with the requirements of 30-A MRSA sub-section 5226(1) upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and,

**WHEREAS**, the Town desires to designate the proposed District and adopt the Development Program in accordance with the proposed amendment presented to the Town Council this day; and,

**WHEREAS**, it is expected that the Commissioner of the Maine Department of Economic and Community Development will approve the adoption of the above-described amendment;

**NOW, THEREFORE,**

**IT IS ORDERED** by the Hermon Town Council that:

1. The Town Council hereby finds and determines that:

(a) At least twenty-five percent (25%) of the real property within the District is suitable for commercial sites as defined in 30-A M.R.S.A. §5223(3); and

(b) The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

(c) Subject to the exclusions permitted under 30-A M.R.S.A. §5223(3), the original assessed value of the District plus the original assessed value of all other tax increment financing districts in the Town does not exceed five percent (5%) of the total value of taxable property within the Town as of April 1, 2016; and

(d) Designation of the District and implementation of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town; and

(e) The Town Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that designation of the District and implementation of the Development Program will not result in a substantial detriment to any existing business in the Town, and any adverse economic effect of the proposed Development Program on any existing business in the Town is outweighed by the contributions expected to be made by the District and the projects and improvements described in the Development Program to the economic growth or well-being of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, and to promote completion of the projects and improvements described therein, the Town Council hereby designates the proposed Municipal Development and Tax Increment Financing District (No. 10) - Maine Salt Company and adopts the related Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.
3. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Commissioner of DECD, without requirement of any further action by the Town, the Town Council, or any other party.
4. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the increased assessed value to be retained as captured assessed value in the District is hereby established as set forth in the Development Program.
5. The Town Manager be, and hereby is, authorized and empowered and directed to submit the proposed designation of the District and adoption of the Development Program to Commissioner of the Department of Economic and Community Development (DECD) for review and approval, pursuant to the requirements of 30-A M.R.S.A. §5226(2). The Town Manager is further authorized, at his discretion from time to time, to make such revisions to the Development Program as the Town Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.
6. The Town Manager be, and hereby is authorized and directed to enter into and execute in the name of and on behalf of the Town, a credit enhancement agreement with Maine Salt Company or its designee as contemplated by the Development Program, in the name of and on behalf of the Town, such agreements to be in such form and to contain such terms and provisions, not inconsistent with the Development Program

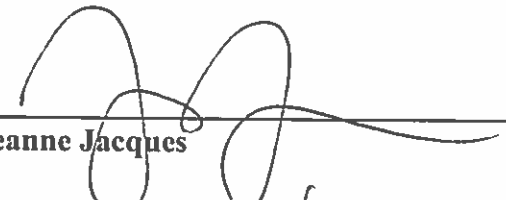
as the Town Manager may approve, his approval and the approval of the Town to be conclusively evidenced by his execution thereof.

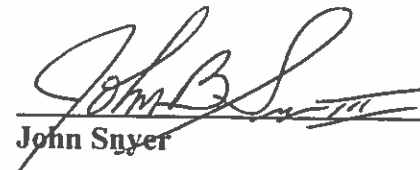
**IT IS FURTHER ORDERED** that this Order shall take effect immediately upon adoption.

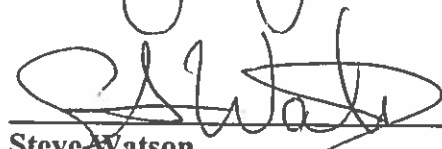
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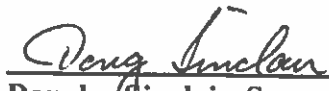
SIGNED this January 26, 2017 by the Hermon Town Council:

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


  
\_\_\_\_\_  
Jeanne Jacques

  
\_\_\_\_\_  
John Snyder

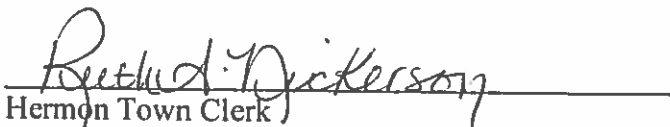
  
\_\_\_\_\_  
Steve Watson

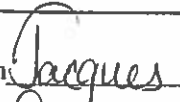
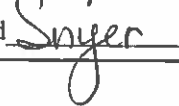
  
\_\_\_\_\_  
Douglas Sinclair, Sr.

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

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

A true copy of the Order adopted January 26, 2017, by the Town Council of the Town of Hermon, at a meeting duly convened and conducted at Hermon, Maine, attest.

  
\_\_\_\_\_  
Hermon Town Clerk  
Date: January 26, 2017

Motion		Yeas	<u>7</u>	Date	<u>1/26/2017</u>
Second		Nays	<u>0</u>		





O16-17-02

**Providing for: Designation of Municipal Development and Tax Increment Financing District (No. 11) - Waterfront Concerts and Adoption of Related Development Program**

**WHEREAS**, the Town of Hermon is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as a municipal development district and tax increment financing district and to adopt a development program for such district; and,

**WHEREAS**, there is and continues to be a need to encourage the expansion, improvement and attraction of manufacturing, industrial and commercial, businesses in the Town, and to provide continuing employment opportunities for the citizens of the Town and the surrounding region, to improve and broaden the tax base of the Town, and to improve the general economy and general business development climate of the Town, the surrounding region and the State of Maine; and

**WHEREAS**, designating the proposed Municipal Development and Tax Increment Financing District (No. 11) - Waterfront Concerts (the "District") and adopting and implementing the proposed related Development Program (the "Development Program") will help to provide new employment opportunities for the citizens of the Town and the surrounding region and will help the Town to continue the pursuit of business development in the Town and the region; and

**WHEREAS**, the Town has held a public hearing on the proposed District and Development Program in accordance with the requirements of 30-A MRSA sub-section 5226(1) upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and,

**WHEREAS**, the Town desires to designate the proposed District and adopt the Development Program in accordance with the proposed amendment presented to the Town Council this day; and,

**WHEREAS**, it is expected that the Commissioner of the Maine Department of Economic and Community Development will approve the adoption of the above-described amendment;

**NOW, THEREFORE,**

**IT IS ORDERED** by the Hermon Town Council that:

1. The Town Council hereby finds and determines that:

(a) At least twenty-five percent (25%) of the real property within the District is suitable for commercial sites as defined in 30-A M.R.S.A. §5223(3); and

(b) The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

(c) Subject to the exclusions permitted under 30-A MRSA §5223(3), the original assessed value of the District plus the original assessed value of all other tax increment financing districts in the Town does not exceed five percent (5%) of the total value of taxable property within the Town as of April 1, 2016; and

(d) Designation of the District and implementation of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town; and

(e) The Town Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that designation of the District and implementation of the Development Program will not result in a substantial detriment to any existing business in the Town, and any adverse economic effect of the proposed Development Program on any existing business in the Town is outweighed by the contributions expected to be made by the District and the projects and improvements described in the Development Program to the economic growth or well-being of the Town or to the betterment of the health, welfare or safety of the inhabitants of the Town.

2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, and to promote completion of the projects and improvements described therein, the Town Council hereby designates the proposed Municipal Development and Tax Increment Financing District (No. 11) - Waterfront Concerts and adopts the related Development Program presented to the Town Council and such Development Program is hereby incorporated by reference into this vote as the Development Program for the District.
3. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon receipt by the Town of approval of the designation of the District and adoption of the Development Program by the Commissioner of DECD, without requirement of any further action by the Town, the Town Council, or any other party.
4. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the increased assessed value to be retained as captured assessed value in the District is hereby established as set forth in the Development Program.
5. The Town Manager be, and hereby is, authorized and empowered and directed to submit the proposed designation of the District and adoption of the Development Program to Commissioner of the Department of Economic and Community Development (DECD) for review and approval, pursuant to the requirements of 30-A M.R.S.A. §5226(2). The Town Manager is further authorized, at his discretion from time to time, to make such revisions to the Development Program as the Town Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval by DECD, or for any other reason so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.
6. The Town Manager be, and hereby is authorized and directed to enter into and execute in the name of and on behalf of the Town, a credit enhancement agreement with Waterfront Concerts, LLC or its designee as contemplated by the Development Program, in the name of and on behalf of the Town, such agreements to be in such form and to contain such terms and provisions, not inconsistent with the Development Program

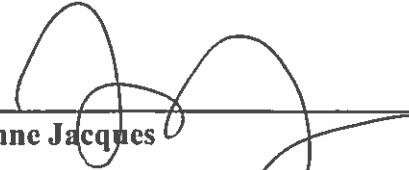
as the Town Manager may approve, his approval and the approval of the Town to be conclusively evidenced by his execution thereof.

**IT IS FURTHER ORDERED** that this Order shall take effect immediately upon adoption.

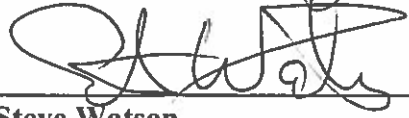
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**SIGNED** this January 26, 2017 by the Hermon Town Council:

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

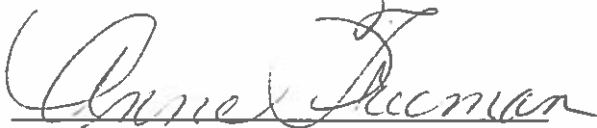
  
\_\_\_\_\_  
**Jeanne Jacques**

  
\_\_\_\_\_  
**John Snyder**

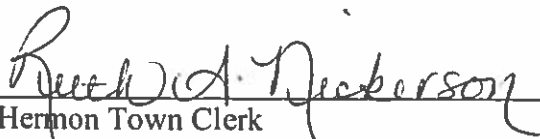
  
\_\_\_\_\_  
**Steve Watson**

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

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

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

A true copy of the Order adopted January 26, 2017, by the Town Council of the Town of Hermon, at a meeting duly convened and conducted at Hermon, Maine, attest.

  
\_\_\_\_\_  
Hermon Town Clerk  
Date: January 26, 2017

Motion	<u>Jacques</u>	Yeas	<u>7</u>	Date	<u>1/26/2017</u>
Second	<u>Freeman</u>	Nays	<u>0</u>		

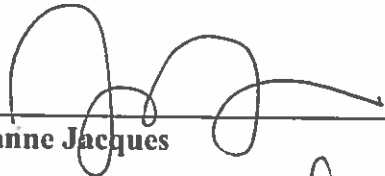


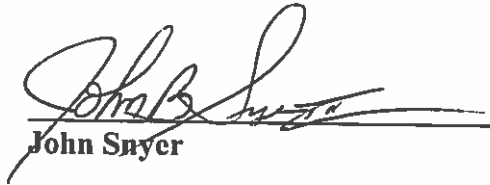
R16-17-55


Be it resolved by the Hermon Town Council in Town Council assembled the amendments of the ordinance titled "amendment to the Hermon Code of Ordinances- Title XV- Section 154, "§ 154-008, Enacting a Moratorium on acceptance of applications or processing of applications for Chemical Dependency Treatment Facilities (Methadone Clinics)" be adopted.


SIGNED this January 26, 2017 by the Hermon Town Council:

  
Donna Ellis

  
Jeanne Jacques

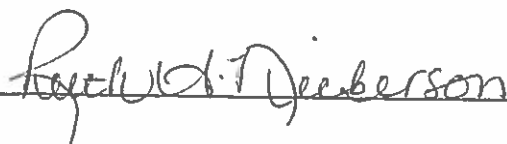
  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion	<u>Sinclair</u>	Yeas	<u>accepted</u>	Date	<u>1/26/17</u>
Second	<u>Jacques</u>	Nays	<u>no doubt</u>		



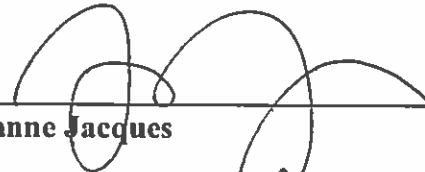
R16-17-56

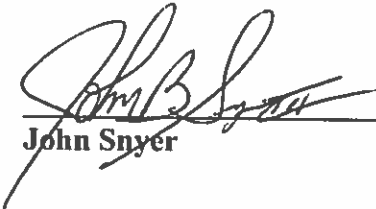
Be it resolved by the Hermon Town Council in Town Council assembled the amendments of the policy titled "Town of Hermon Personnel Policy" be adopted.

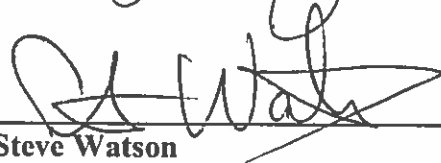
(Section 4.2-remove)

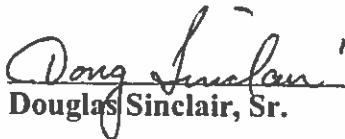
SIGNED this January 26, 2017 by the Hermon Town Council:

  
Donna Ellis

  
Jeanne Jacques

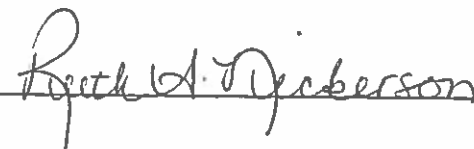
  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion	<u>Sinclair</u>	Yeas	<u>accepted</u>	Date	<u>1/26/17</u>
Second	<u>Snyder</u>	Nays	<u>no doubt</u>		



**FR16-17-31**

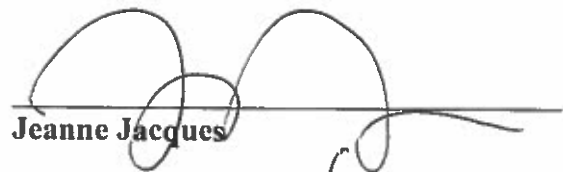
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$700 to purchase a new sign for the Fire Station.

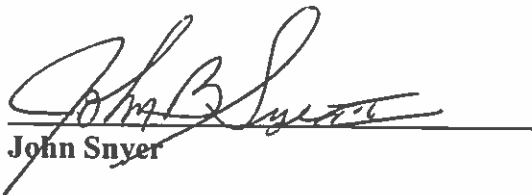
Be it further resolved the cost of these services is to be paid for from the Fire Department Reserve Account (HERM05).

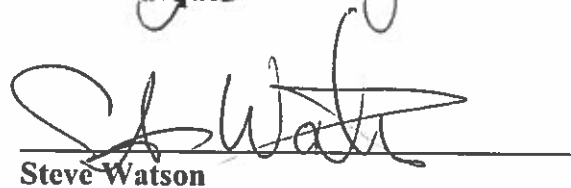
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**SIGNED** this January 26, 2017 by the Hermon Town Council:

  
Donna Ellis


  
Jeanne Jacques


  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Anne Freeman

Attest Original: 

Motion <u>Sinclair</u>	Yeas <u>7</u>	Date <u>1/26/17</u>
Second <u>Snyder</u>	Nays <u>0</u>	

## **MEMORANDUM**

To: Members of the Hermon Town Council  
From: Howard Kroll, Town Manager  
Re: 12 January 2017 Town Council Meeting  
Date: 4 January 2017

**#1&2. Consider- approving an ordinance amendment to the Hermon Code of Ordinances- Title XV- Section 154, "§ 154-006(b), Zone Change"**

Town of Hermon Planning Board and Staff are seeking Town Council's consideration to amend the Contract Zone § 154-006 b section of Title XV.

Gary M. Pomeroy Logging, Inc., 1909 Hammond Street, Hermon, ME, is seeking a Contract Zone to change the zoning of their property known as Map 33 Lot 6 on the Annis Road from Agricultural to Residential A for the entire 95 acres.

60 foot Right of way is off of the Annis Road. If approved property would be subdivided into residential lots. Number of lots at this time is unknown.

***Town Manager recommends Town Council to approve the ordinance amendment.***

**#3. Consider- Naming 3 new streets off the Annis Road**

Town of Hermon Staff is seeking Town Council's approval of the following proposed street names in a proposed subdivision off of the Annis Road:

Stone Farm Drive- starts at the Annis Rd intersection  
Orchard Drive- Left turn off of the Stone Farm Drive  
Harvest Lane- Right Turn off of the Stone Farm Drive

**Town Manager recommends approval.**

#### **#4 Purchase three (3) Stalker Dual Radars for the Police Department**

Staff is seeking the Hermon Town Council authorization to expend an amount not to exceed \$6,500 for purchasing and installing three (3) Stalker Dual Radars.

The radars will be paid for from the Police Equipment Reserve Account (HERM01).

**Town Manager recommends approval.**

#### **#5. CIP Workshop**

Staff has prepared and submitted to the Town Council a PROPOSED/DRAFT CIP for FY17-18. The plan includes submissions/requests from various departments that we feel are important to consider for delivery of our services. Present at this meeting will include the various Department Heads who are requesting projects, purchases and equipment to improve our services.

We will go Reserve Account by Reserve Account to ensure you and the public can review our proposed/Draft CIP.

I would recommend that we review this evening's slate of accounts and if need be we can add another on Thursday, 16 Feb 17 @ 7 p.m.

I do want to remind you that by Charter the CIP be approved no later than 4 months before the end of the Fiscal Year (30 June 2017).

#### **#6. Business Loan Subsidy Program**

Staff is seeking your input on a proposed Economic Development Incentive Plan to expand the existing Business Loan Program to include Business development and GAP financing.

This is one of the goals that recommends collaborating with Camden National on a fixed asset loan program and further investigate with Camden National on real estate subsidy loan program.



# 1 + # 2

2-9-17

**Abutter / Legal Notice**

**PUBLIC HEARING**

BY ORDER of the Hermon Town Council, a Public Hearing has been scheduled for Thursday, February 9, 2017 at 7:00pm for the purpose of reviewing a zone change request to Map 33, Lot 6- Annis Road from Agricultural Forestry to Residential A for subdivision development.




R16-17-52

Be it resolved by the Hermon Town Council in Town Council assembled the introduction of an ordinance titled "Amendment to Chapter 154 Zone change to Tax Map 33 Lot 6 § 154-006 (b) of the Hermon Town Code" be scheduled for a public hearing and potential enactment at the February 9th Town Council meeting.

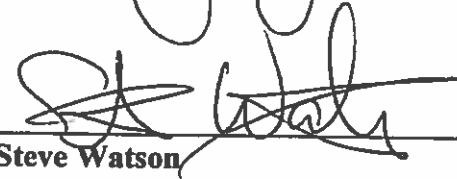
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SIGNED this January 12 , 2017 by the Hermon Town Council:

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

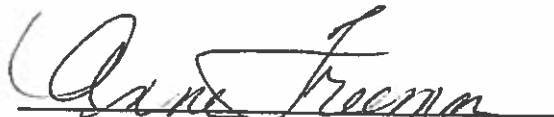
  
\_\_\_\_\_  
Jeanne Jacques

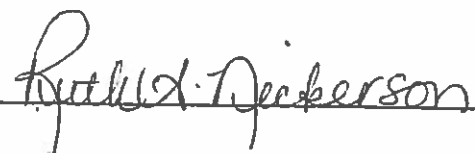
  
\_\_\_\_\_  
John Snyder

  
\_\_\_\_\_  
Steve Watson

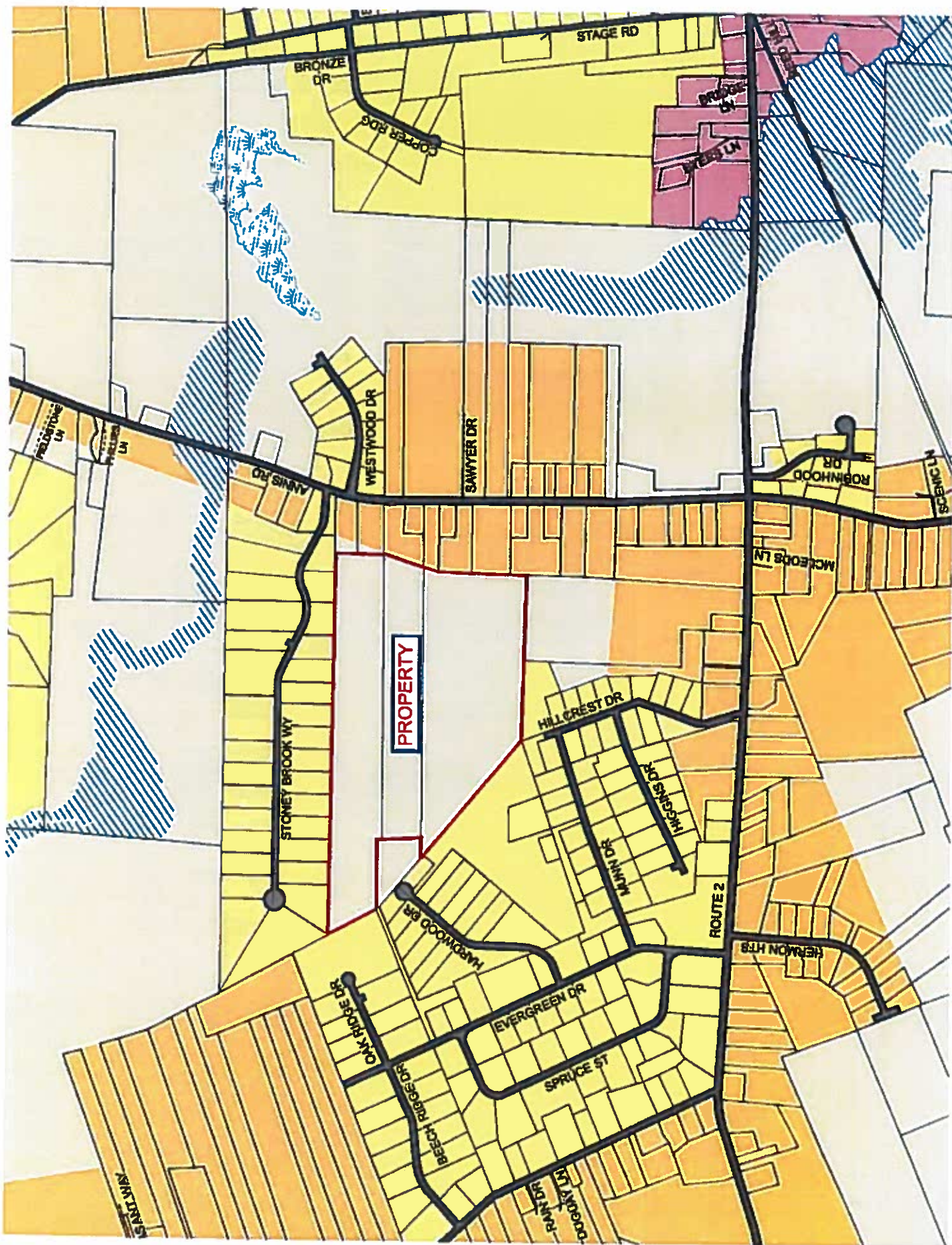
  
\_\_\_\_\_  
Douglas Sinclair, Sr.

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

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

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

Motion	<u>Jacques</u>	Yeas	<u>accepted</u>	Date	<u>1-12-17</u>
Second	<u>Snyder</u>	Nays	<u>no doubt</u>		



MapLot: 026-041-000  
HEARN, ALTHEA M  
73 HILLCREST DRIVE  
HERMON ME 04401

MapLot: 026-056-001  
GARDNER CONSTRUCTION ENTERP  
2729 ROUTE 2  
HERMON ME 04401

MapLot: 032-073-000  
BACON, PARRIS E & JARVIS, R  
37 EVERGREEN DRIVE  
HERMON ME 04401

MapLot: 032-073-001 SEP  
WOODVIEW ESTATES LOT OWNERS  
& RICHARD GOODMAN  
35 HARDWOOD DRIVE  
HERMON ME 04401

MapLot: 032-078-024  
YEO, AMY L C & ADAM M  
92 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-001-000  
NIGHTINGALE, RACHEL L  
923 FULLER ROAD  
HERMON ME 04401

MapLot: 033-003-000  
SMILEY HARRIET E  
84 ANNIS ROAD  
HERMON ME 04401

MapLot: 033-004-000  
NIGHTINGALE, CINDY S  
PO BOX 6223  
HERMON ME 04402 6223

MapLot: 033-005-000  
NICKERSON, CHRISTOPHER D &  
100 ANNIS ROAD  
HERMON ME 04401 0507

MapLot: 033-007-000  
GOULD, AUDIE S & ROXANNA S  
110 ANNIS ROAD  
HERMON ME 04401

MapLot: 033-009-000  
BIBERSTEIN, WILLIAM W & STE  
128 ANNIS ROAD  
HERMON ME 04401

MapLot: 033-012-000  
STEVENS, RYAN R & NICOLE C  
22 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-013-000  
BOUCHARD, RONALD  
42 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-014-000  
LEACH, ADAM T & DEANNA P  
48 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-015-000  
GOTLIEB, JOSHUA A  
60 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-016-000  
CYR, JEFFREY D & LISA M \*  
64 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-017-000  
HILL, STEVEN W & DIANE M  
68 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-018-000  
PETER, KEVIN & MEGAN JT  
100 MIDDLE STREET APT 2  
OLD TOWN ME 04468

MapLot: 033-019-000  
DUBOIS, SCOTT R  
74 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-020-000  
LUTZ, CYNTHIA K. & JOHN K J  
78 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-021-000  
WOOD, DEREK & LAURIE  
86 STONEYBROOK WAY  
HERMON ME 04401 0554

MapLot: 033-022-000  
THIBAUT, SARAH J  
88 STONEYBROOK WAY  
HERMON ME 04401

MapLot: 033-063-000  
CHANDLER, PAUL  
686 COLDBROOK ROAD  
HERMON ME 04401

#3  
2-9-17



TO: Howard Kroll, Town Manager  
FROM : Annette M. Merrithew, Code Enforcement Officer  
DATE: 01/31/2017

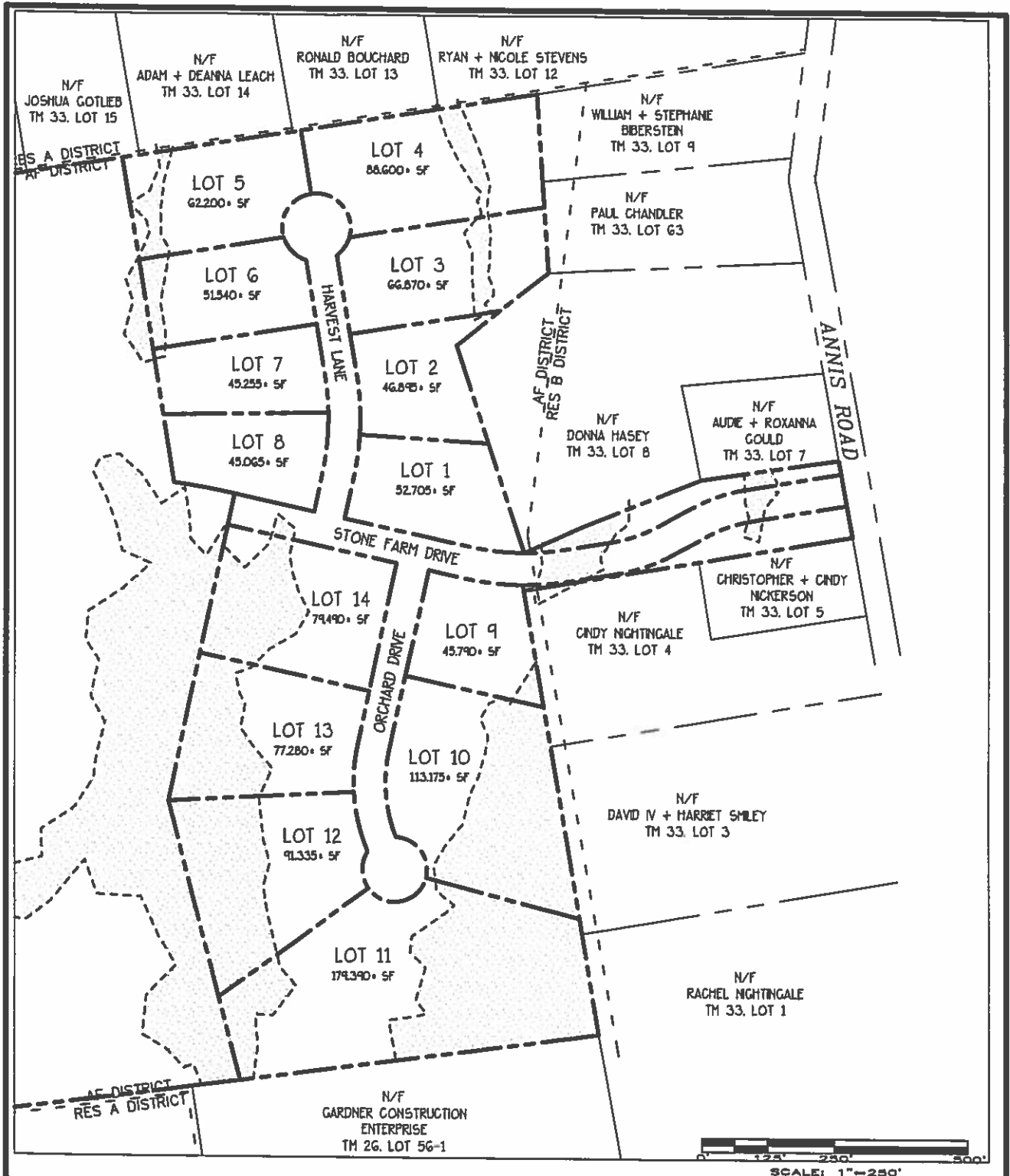
RE: Requested new proposed street names

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As, Hermon's Addressing Officer I would like to request the Council approve 3 new street lane / drive names – I have spoken with Penny Palmer, of the Postal Service and reviewed the active list of names and all 3 requests are acceptable-

The proposed subdivision will be located off the Annis Road and will consist of 3 intersecting streets. I have attached a sketch plan of the street layout

Stone Farm Drive - will start at the Annis Road intersection  
Orchard Drive - will be a left turn off Stone Farm Lane  
Harvest Lane - will be a right turn off Stone Farm Lane



**STONE FARM SKETCH PLAN**  
ANNIS ROAD, HERMON, MAINE

FOR:  
**NATE WICKLOW**  
PO BOX 345, BANGOR, ME 04444



21 JAN 17



ENGINEERING & DEVELOPMENT CONSULTING  
PO BOX 282, HAMPDEN, MAINE 04444  
207-862-4700



# 6.  
2-9-17

February 3, 2017

MEMO re: Proposed Business Loan Subsidy Program

Howard,

Please place the Business Loan subsidy program on the agenda so we can begin a discussion with the Council concerning this concept. This item was part of our Economic Development Strategy recently adopted and also part of the year one work plan for the DECD office:

**Economic Development Incentives-**

- a. Expand the existing Business Loan Program to include business development and gap financing
  - i. *Work with Camden National on fixed asset loan program*
  - ii. *Collaborate with Camden National on real estate subsidy loan program for Council presentation*

Thanks,

Scott Perkins  
DECD Interim Director

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)

## BUSINESS LOAN SUBSIDY PROGRAM AGREEMENT

This Business Loan Subsidy Program Agreement (the "Program Agreement") has been entered into as of the \_\_\_ day of March 2017 between the Town of Hermon, a municipality duly incorporated under the laws of the State of Maine situated in Penobscot County (the "Town"), and Camden National Bank, a Maine financial institution with offices in Bangor, Maine (the "Bank").

### ARTICLE I

#### PROGRAM OVERVIEW

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

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

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

### ARTICLE II

#### PROGRAM REQUIREMENTS

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

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

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



2.4 Subsidy Payments. Upon approval of a loan application from a Qualified Borrower, and upon execution and delivery of a Business Loan Subsidy Agreement as contemplated by Section 3.3 of this Program Agreement, the Town will deposit with Bank a one-time subsidy (a "Loan Subsidy") equal to the difference between the total principal and interest payments which would be due from the Qualified Borrower to the Bank at a rate of interest equal to the market rate set forth in the commitment letter from the Bank (the "Bank Rate") less 150 basis points for up to 5-years; provided, however, that in no event shall the Business Loan Subsidy for any Qualified Borrower exceed \$50,000 whether in a single or multiple transactions. The Town shall deposit the subsidy into an account with Bank titled Town of Hermon Borrower's Name / Subsidy. An ACH withdrawal will be made each month equal to the monthly subsidy as determined in Schedule A and applied to Borrower's outstanding principal balance on the subject loan. Borrower will remit payment via ACH transaction for the scheduled payment amount based upon the market interest rate less the monthly subsidy. In the event that a Qualified Loan as to which a Loan Subsidy has been paid is paid prior to expiration of the scheduled term, the Bank will refund to the Town the remaining funds in the related subsidy account.

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

### ARTICLE III

#### PROGRAM PROCEDURES

Section 3.1 Loan Subsidy Fund. The Town shall budget an amount annually and deposit with the Bank an initial amount of not less than \$50,000 (the "Loan Subsidy Fund") for the purpose of subsidizing interest rate payments to the Bank as contemplated by this Program Agreement. The Business Loan Subsidy Fund shall be held by the Bank in an interest bearing account, and funds shall be disbursed from the Business Loan Subsidy Fund only as provided in this Program Agreement. Upon termination of this Agreement, all unexpended funds remaining in the account less the amount of any subsidies for pending loans under the Program with respect to which the Town has issued commitments but which have not yet been disbursed, shall be returned to the Town.

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

Section 3.3 Loan Subsidy Agreement. At the closing of a Qualified Loan with a minimum principal amount of \$250,000, the Town, the Bank and the Qualified Borrower shall enter into a Business Loan Subsidy Agreement in substantially the form of Exhibit B to this Program Agreement with such modifications as may be approved by all parties.

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

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

## ARTICLE IV

### OTHER PROVISIONS

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

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

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

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

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

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

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

WITNESS

TOWN OF HERMON

\_\_\_\_\_

By: \_\_\_\_\_  
Its:

CAMDEN NATIONAL BANK

\_\_\_\_\_

By: \_\_\_\_\_  
Its:

**Exhibit A**

**FORM OF TOWN COMMITMENT**

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

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

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

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

IN WITNESS WHEREOF, the Town has executed and delivered this Business Real Estate Loan Subsidy Commitment as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF HERMON

By \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit B

### BUSINESS REAL ESTATE LOAN SUBSIDY AGREEMENT

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

#### RECITALS

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

#### TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS

TOWN OF HERMON

\_\_\_\_\_

By: \_\_\_\_\_  
Its:

CAMDEN NATIONAL BANK

\_\_\_\_\_

By \_\_\_\_\_  
Its:

BORROWER

\_\_\_\_\_

By \_\_\_\_\_  
Its



*Schedule A to Business Real Estate Loan Subsidy Agreement*

Loan Amount: \_\_\_\_\_  
Loan Term: \_\_\_\_\_  
Market Rate: \_\_\_\_\_  
Subsidized Rate: \_\_\_\_\_  
Payment at Market Rate: \_\_\_\_\_  
Payment at Subsidized Rate: \_\_\_\_\_  
Difference in payments: \_\_\_\_\_ (Amount to be applied via ACH each month from the subsidy  
account)  
Loan Subsidy: \_\_\_\_\_ x 60 = \_\_\_\_\_  
Loan Subsidy Amount: \_\_\_\_\_  
Interest shall be calculated based upon a 360 day year for the actual number of days elapsed in each  
calendar year.

*Schedule A to Business Real Estate Loan Subsidy Program Agreement*

*Sample Loan Subsidy Calculation*

Loan Amount:	\$1,000,000
Loan Term:	5 years
Market Rate:	4%
Subsidized Rate:	2.50%
Payment at Market Rate:	\$6,090.96
Payment at Subsidized Rate:	\$5,317.00
Difference in payments:	\$773.96 (Amount to be applied via ACH each month from the subsidy account)
Loan Subsidy:	$\$773.96 \times 60 = \$46,437$

Loan Subsidy Amount: \$46,437

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