



**Town of Hermon**

**Public Safety Meeting Room**

**December 14, 2017**

**Town Council Meeting**

**7:00 PM**

**AGENDA**

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 2, 2017 and November 16, 2017
  - WARRANTS. -SIGN** December 14, 2017
  - RESOLVES. -SIGN** FR17-18-31 (approved 10/19/17)
- V. NEWS, PRESENTATIONS AND RECOGNITIONS**
- VI. PUBLIC ITEMS OR COMMENTS** (*Items Not Already on Agenda*)
- VII. PUBLIC HEARINGS**
- VIII. COMMITTEE REPORTS**
- IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**

- #1. Consider** scheduling a public hearing to hear comment regarding the establishment of a TIF district for *THE SHOP* and *Landscape Supply*.

Hermon Town Council Agenda

FY 2017-2018

December 14, 2017

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- #2. Consider approving the Hermon Business Loan Program
- #3. Consider authorization of final payment to Plymouth Engineering for Route #2 project.

**B. NEW BUSINESS**

- #5. Consider authorizing a Waiver of Foreclosure for M/L 015-034-000.
- #4. Consider authorizing a tax abatement for M/L 015-034-000.
- #6. Consider authorizing an expenditure from the School Capital Reserve Account.
- #7. Consider authorizing a change order at the Elementary School Construction Project.
- #8. Review a proposed Tax Increment Finance District and Schedule a public hearing for *The Early Learning Center*.

**C. WORKSHOPS**

- #9. Discuss and Review Recreation Advisory Committee bylaws.

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

**X. APPOINTMENTS**

- #10. Consider appointments to the Recreation Advisory Committee.

**XI. MANAGER STATUS REPORT:**

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

**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

- #11. Consider an Executive Session to discuss a personnel matter per 1 M.R.S.A. § 405(6)(A)

**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.



**FR17-18-31**

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 \$5,000 for purchasing marketing services with WABI and the CW in a partnership with businesses in town.

Be it further resolved the cost of the services be paid for from the TIF Revenue Account.

SIGNED this October 19, 2017 by the Hermon Town Council:

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

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

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

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

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

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

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

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

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____



**Town of Hermon**

**Public Safety Meeting Room**

**November 2, 2017**

**Town Council Meeting**

**7:00 PM**

**MINUTES**

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

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

**I. CALL TO ORDER BY CHAIRPERSON**

Chair 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:** Steve Thomas, Doug Sinclair, Jeanne Jacques, John Snyder, Steve Watson, Donna Ellis and Tim McCluskey

**Members Absent:** Other

**Others Present:** Town Manager Howard Kroll, Town Clerk Ruth A. Nickerson, Assessor/CEO Joshua Berry and Fire Chief Frank Roma

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

MINUTES. -APPROVE October 5, 2017 and October 19, 2017

WARRANTS. -SIGN November 2, 2017

RESOLVES. -SIGN FR17-18-31

**Councilor Jacques moved to approve the Consent Calendar as presented. Councilor Snyder 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)*

**Assessor/Code Enforcement Officer Josh Berry** spoke to the Council, telling how he is also a resident of Hermon. He told how a couple of years ago data verification forms were mailed to 10% of the property owners in town. This past week, the same form was mailed to the remaining 90% of property owners. This information will be used as we continue working to conclude the current revaluation that is taking place. Mr. Berry thanked the staff that has been assisting him, Cindy Pellett, Lil Smith and Brittany Duel. He affirmed that the time frame set by the Council for completing the revaluation will be met. When it is complete all property owners will receive a letter stating both the old and new assessments. Additionally, property owners are encouraged to discuss their valuation with the assessor.

**Fire Chief Frank Roma** serves as the Emergency Management Director for the Town of Hermon. He informed the Council of how proud he is of the Fire Department and the citizens of Hermon. On Monday, October 30 our community was hit hard with hurricane strength winds. It is four days later and there are still several homes that have not had their power returned. Power should be restored 100% by this weekend. Chief Roma told how there were more than 25 calls for service received between 8am and 3pm. We are thankful for no injuries, especially with the school busses that were trapped in between fallen trees on the roads. Chief Roma commended the excellent relationship that exists between his crew and the public works crew. Together the crews were able to do a complete assessment of the damage created by the storm. 46 structures received damage. All forms have been completed and submitted. Should this storm be deemed a Federally Funded Emergency the Town will be reimbursed for its recovery expenditures. Chief Roma affirmed that the Town will have a town wide storm debris pickup. If you have trees, brush and branches and can get it to the curb, we will pick it up during the week of November 13. For this storm the church served as the shelter. Over 100 people met up at the church, with 4 spending the night. Additionally, we have served a dozen residents here at the Fire Department with water and showers.

**VII. PUBLIC HEARINGS**

None

**VIII. COMMITTEE REPORTS**

None

**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**



**#1. Review and Approve 2017/2018 Council Goals.**

The Town Manager informed the Council that Council Goal #1 is to complete the in house revaluation. Goal #2 is to amend the sewer ordinance. He then told how the remaining goals had been amended to meet the Council expectation set at the last Council Meeting.

Councilor Jacques stated that updating the AV equipment used to record and broadcast the Council Meetings should be considered. She asked if there were alternatives to the current setup, adding that a cost effective delivery and up to date equipment and technology would make the whole process less cumbersome. Councilor Jacques also asked about the cost and the effectiveness of the town newsletter, *The Hermon Connection*. Conversation took place regarding the cost of producing *The Hermon Connection*, and the advertising that takes place within it.

Evaluating the AV equipment was added as goal #32.

Evaluating the operating costs of *The Hermon Connection* was added as goal #33.

The Council briefly discussed the idea of a developing a track that could be used by the community as a goal.

Councilor McCluskey suggested that the goals be slightly more generic, rather than so specific.

**Councilor Jacques moved to approve R17-18-24. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(R17-18-24 is attached for review.)*

**#2. Consider option to sell municipal interest in PERC.**

The Town Manager shared the opinion he received from Jim Katsificas regarding selling the Town's share in PERC. He also told how Bob Knutson recently called to remind us that we are not obligated to sell our share. If we do sell our share, there will be no profit or dividend available to us in the future. PERC has retired a significant amount of debt and has obtained several new contracts. Out of the 83 communities that make up the MRC, 53 have sold their share in PERC. Manager Kroll informed the Council that a decision must be made by December 15, 2017. He then spoke about the commitment the Town has made to maintain a contractual relationship with PERC, and encouraged that we stay invested to show our support. Chair Thomas informed the Council that PERC will in fact have no debt come the first of the New Year, and that they will be in good shape. He told the Council that he is inclined to not sell and that it makes sense to hold onto the shares we have. The Council concurred.



**Councilor Jacques moved to approve FR17-18-33. Councilor Watson seconded the motion. A Roll Call vote resulted in 0 Yeas and 7 Nays. The motion failed.**

## **B. NEW BUSINESS**

### **#3. Consider authorization of expenditure from Jackson Beach Reserve Account.**

The Town Manager told how the cost to purchase and install a guardrail at the upper parking lot at Jackson Beach was approved at the Annual Town Meeting as part of the Capital Improvement Plan. Allen Farm Fence will do the work. He asked for authorization to expend the funds.

**Councilor Jacques moved to approve FR17-18-33. Councilor Watson seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR17-18-33 is attached for review.)*

### **#4. Consider authorization of expenditure from Sewer Maintenance Reserve Account.**

The Town Manager explained that the cost to clean and service the Propane Lane Pump Station was approved at the Annual Town Meeting as part of the Capital Improvement Plan. A brief conversation took place regarding how this pump station originally came to be. The Manager affirmed it was the original developer of Propane Lane.

**Councilor Jacques moved to approve FR17-18-34. Councilor Ellis seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR17-18-34 is attached for review.)*

### **#5. Consider authorization of expenditure from Cemetery Reserve Account.**

The Manager told how he and the Cemetery Sexton have agreed that there are several stones in Snow's Corner Cemetery and Pleasant Hill Cemetery that need to be cleaned and repaired. Additionally, there is a stone at Snow's Corner that was broken and the Town needs to replace. The cost to replace that stone is \$150.00. The Council discussed the process used to determine which stones need attention. The Manager suggested a maintenance schedule be established. Councilor McCluskey offered that an annual inventory be taken with photos that would allow us to itemize, organize and develop a routine. The Town Manager reminded the Council that there are individuals in Town who have expressed an interest in developing a Cemetery Committee. The Council agreed to add the development of a Cemetery Committee to the 17/18 Council goals.

**Councilor Jacques moved to approve FR17-18-35. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR17-18-35 is attached for review.)*



**#6. Consider authorization of expenditure from Highway Reserve Account.**

The Town Manager informed the Council of a mishap at the Odlin Rd. /Coldbrook Rd intersection. A truck hauling a mobile home did not clear the light arm and ripped it down. It had to be repaired, reset, and rewired, including the cameras. The Manager reminded the Council that MDOT will be doing a project here next year and the entire light and camera system will be replaced then. Councilor Sinclair asked why the person who ripped the wire down is not responsible for paying to repair it. The Manager stated he would look into it.

**Councilor Jacques moved to approve FR17-18-36. Councilor Watson seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR17-18-36 is attached for review.)*

**#7. Consider awarding bid for 2010 Ford Crown Victoria Cruiser**

Three bids were received for the purchase of the 2010 Crown Vic. Chair Thomas opened the bids during the meeting. The bids were as follows: Jason Forbes - \$700.00, Matt Scruton - \$727.01, Corey Fitch - \$1050.00.

The Council awarded the bid to the most advantageous bidder in a condition as is with no guarantees.

**Councilor Sinclair moved to approve FR17-18-37. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

*\*(FR17-18-37 is attached for review.)*

**C. WORKSHOPS**

None

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

None

**X. APPOINTMENTS**

None





**XI. MANAGER STATUS REPORT:**

**Monday's storm** was very trying. Thank you to Public Works, Police, Fire, Ambulance and Town Staff; an additional Thank You to Pomeroy's Logging, Gardner Construction, Tim Richardson, Sr. and Don Pelletier.

**Veteran's Day** is tomorrow. Thank you to all veterans and your families.

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

None

**XIII. COUNCIL ITEMS:**

**Councilor Snyder** stated that Hermon High School fall sports have been excellent. Boy's Cross Country, Girls Soccer, Boys Soccer and Football all had phenomenal seasons. All Hermon games were well attended and the football stadium has been packed!

**XIV. EXECUTIVE SESSION:**

None

**XV. ADJOURNMENT:**

**Councilor Ellis** moved to adjourn the meeting at 8:04pm. **Councilor Sinclair** seconded the motion. **With no objection, Chair Thomas** adjourned the meeting.

**Respectfully Submitted,**

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



R17-18-24

## TOWN COUNCIL GOALS FY18

1. Complete an in house revaluation of all properties including update of the tax maps and property assessment cards by 30 June 2018
2. Amend the Sewer Ordinance and Land Use Ordinance to address new development within the public sewer areas to ensure Bangor Sewer Department is part of the certificate of occupancy and site plan review.
3. Update the FY19 Capital Improvement Plan to include reviewing major capital purchases such as a new fire engine, public works vehicles, facility management and working with the School Department on evaluating all of our facilities with an engineering firm
4. Secure state funding to engineer and evaluate the intersection of Route 2 on Miller Hill for vehicle safety and traffic and ultimately obtain funding to improve the intersection
5. Re-establish the Economic Development Committee with a focus on generating new property tax value.
6. Schedule quarterly Recycling Committee meetings to study the feasibility of expanding the recycling program post PERC 2018
7. Establish a Recreation Advisory Committee to review programming and the needs of the community, ~~including a new track for all users~~
8. Seek independent review of the current police/public safety model and make recommendations to the Town Council for consideration once the agreement with the Sheriff's Department expires in June 2019.
9. Ensure the Public Safety Committee meets regularly specifically to <sup>review</sup>~~improve~~ the Community Policing Program, Emergency Medical Services, and mutual aid for fire services with surrounding communities

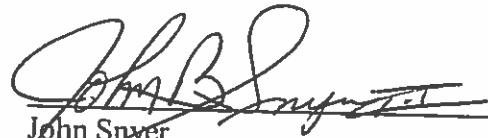
10. Hire a new Parks and Recreation Director
11. Seek to obtain preliminary designs to replace the playground area equipment with a capital campaign utilizing local organizations and stakeholders to make this a reality in FY19 with little to no property tax revenues
12. Prepare a master trail map/system with cooperation with the school department and other interested parties
13. Create and develop a marketing plan for Economic Development Department
14. Consider expanding the Hermon Business Loan Program to promote current businesses to expand as well as potential businesses
15. Relook at extending public water and sewer to the village center with alternative options both public and private.
16. Evaluate the need for natural gas extension in our industrial parks partnering with businesses and utility company to reduce our use of TIF revenues
17. Enter into an agreement with a GIS firm to create an interactive database on our website that is user friendly to staff and the public
18. Complete the Elementary School Project prior to the start of the school year in September 2018
19. Work with the Superintendent on updating capital needs for each school
20. Require the Town Manager to work with department heads and key staff to develop one year and five year work plans and goals for their departments and present to the Council at future meeting in the winter prior to the preparation of the annual budget.
21. Review the Recreation Project at the elementary school for implementation
22. Improve the quality of our recreation facilities by prioritizing their needs
23. Obtain proposals for legal services beginning with the FY2019 budget
24. Update our Purchasing Policy to consider bidding eligibility

- 25. Review the staffing level of Public Safety Departments
  - 26. Update the Real Estate Foreclosure Policy
  - 27. Update the Fund Balance Policy
  - 28. Create a policy to start billing insurance companies for Fire Department services
  - 29. Improve the appearance of the downtown by decorating the new street lights for holidays
  - 30. Make an effort to beautify the entrances of our industrial parks with new landscaping and signage.
  - 31. Commit to meet quarterly with the School Board.
  - 32. Broadcasting / AVEquipment
  - 33. evaluate Connection operating costs.
  - 34. Create cemetery committee
- Be it resolved by the Hermon Town Council in Town Council assembled to approve the 2017/2018 Council Goals on Thursday, 2 November 2017.

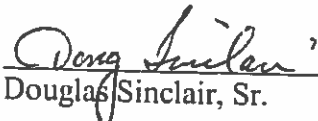
**SIGNED this November 2, 2017 by the Hermon Town Council:**

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

  
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 Jeanne Jacques

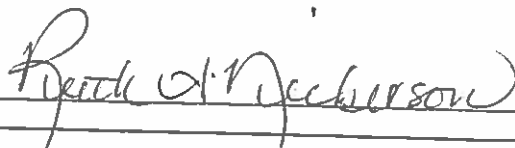
  
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 John Snyder

  
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 Steve Watson

  
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 Douglas Sinclair, Sr.

  
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 Steven Thomas

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

Attest Original:   
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Motion: <u>Jacques</u>	Yeas <u>7</u>	Date <u>11-2-17</u>
Second: <u>Snyder</u>	Nays <u>0</u>	

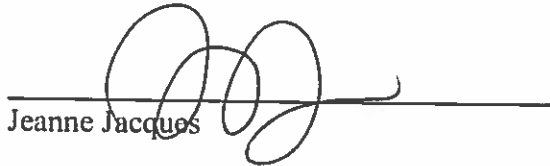


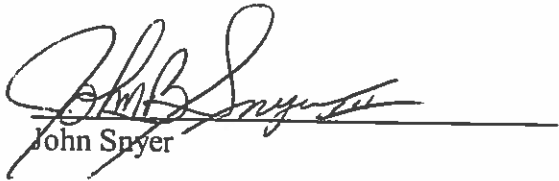
FR17-18-33

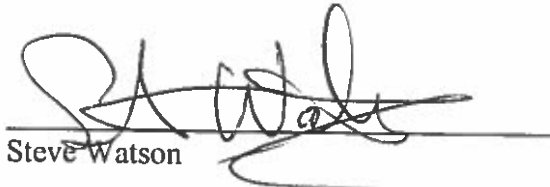
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$5,000.00 for the installation of guard rail on the upper parking lot and award the work to Allen Farm Fence. Be it further resolved the cost of the services is to be paid for from the Jackson Beach Reserve Account (HERM26).

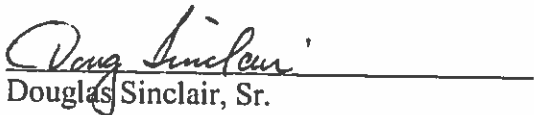
**SIGNED this November 2, 2017 by the Hermon Town Council:**

  
Donna Ellis

  
Jeanne Jacques

  
John Snyder

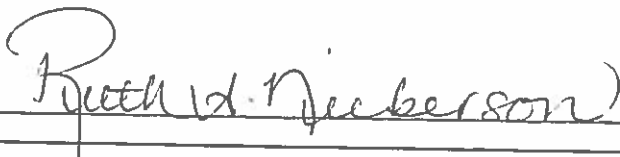
  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Timothy McCluskey

Attest Original:



Motion Jacques

Yeas 7

Second Watson

Nays 0

Date 11-2-17





FR17-18-34

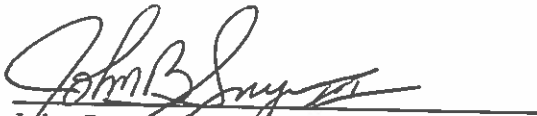
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$2,000 for purchasing services to pump, clean and service a sewer pump station on Propane Lane.


Be it further resolved the cost of the services is to be paid for from the Sewer Maintenance Reserve Account (HERM12).

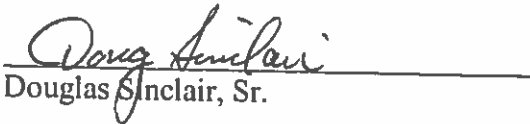
SIGNED this November 2, 2017 by the Hermon Town Council:


  
Donna Ellis

  
Jeanne Jacques

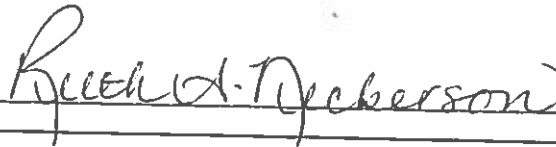
  
John Snyder

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Timothy McCluskey

Attest Original: 

Motion	<u>Jacques</u>	Yeas	<u>7</u>
Second	<u>Ellis</u>	Nays	<u>0</u>
			Date <u>11-2-17</u>




FR17-18-35

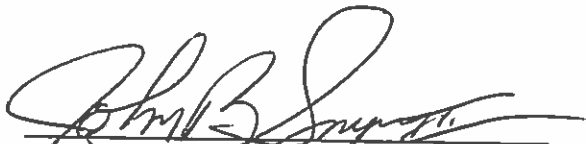
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$3,000 for purchasing services to repair damaged stones, pressure wash certain stones and treat them for the removal of black mold and moss and to replace a marker for Gregory Brown that was damaged.


Be it further resolved the cost of the services is to be paid for from the Cemetery Reserve Account (HERM04).


SIGNED this November 2, 2017 by the Hermon Town Council:


  
Donna Ellis

  
Jeanne Jacques

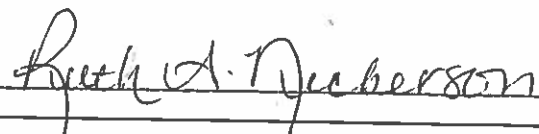
  
John Snyer

  
Steve Watson

  
Douglas Sinclair, Sr.

  
Steven Thomas

  
Timothy McCluskey

Attest Original: 

Motion	<u>Jacques</u>	Yeas	<u>7</u>
Second	<u>Snyer</u>	Nays	<u>0</u>
			Date <u>11-2-17</u>



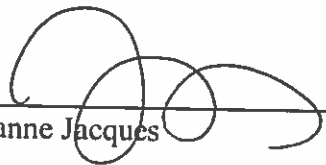
**FR17-18-36**

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 ~~\$2,311.83~~ for purchasing services from the City of Bangor Public Works Electrical Division to repair and reset wiring and camera detection at the intersection of Odlin and Coldbrook Road.  $\$ 2,455.69$

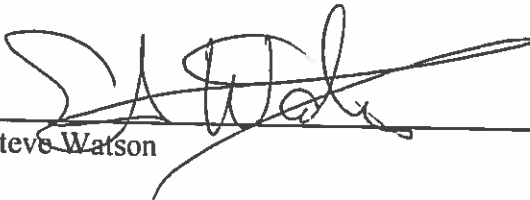
Be it further resolved the cost of the services is to be paid for from the Highway Reserve Account (HERM06).

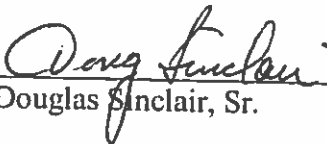
**SIGNED this November 2, 2017 by the Hermon Town Council:**

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

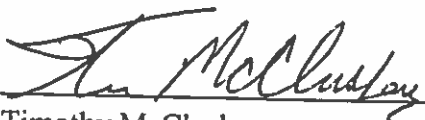
  
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Jeanne Jacques

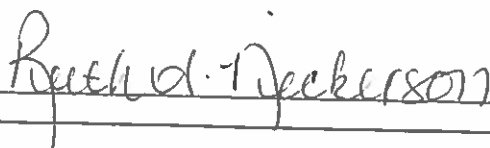
  
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Steven Thomas

  
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Timothy McCluskey

Attest Original:   
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Motion	<u>Jacques</u>	Yeas	<u>7</u>
Second	<u>Watson</u>	Nays	<u>0</u>
			Date <u>11-2-17</u>




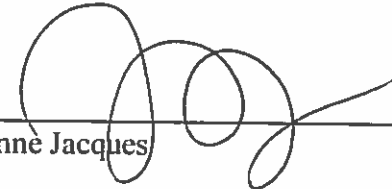


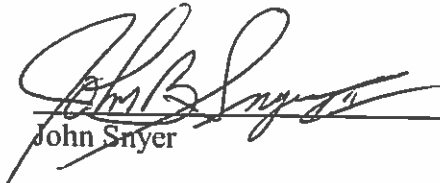
**FR17-18-37**

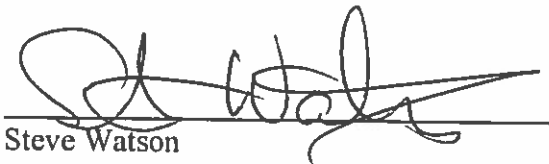
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to sell a 2010 Ford Crown Victoria Cruiser owned by the Town of Hermon Fire Department to the most advantageous bidder in a condition as is with no guarantees.


**SIGNED this November 2, 2017 by the Hermon Town Council:**

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

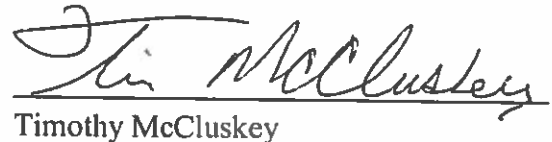
  
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Jeanne Jacques

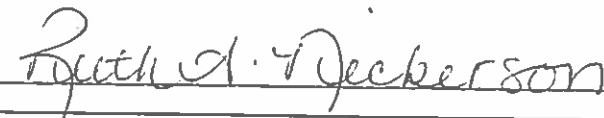
  
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John Snyder

  
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Steve Watson

  
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Douglas Sinclair, Sr.

  
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Steven Thomas

  
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Timothy McCluskey

Attest Original:   
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Motion Sinclair Yeas 7  
Second Snyder Nays 0

Date 11-2-17



**Town of Hermon**

**Public Safety Meeting Room**

**November 16, 2017**

**Town Council Meeting**

**7:00 PM**

**MINUTES**

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

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

**I. CALL TO ORDER BY CHAIRPERSON**

Chair 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:** Steve Thomas, Doug Sinclair, Jeanne Jacques, John Snyder, Steve Watson and Donna Ellis

**Members Absent:** Timothy McCluskey

**Others Present:** Senator Geoff Gratwick and Economic Community Development Director Scott Perkins

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

None

**V. NEWS, PRESENTATIONS AND RECOGNITIONS**

None

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

**Senator G. Gratwick informed** the Council that the Legislature has been active but quiet. There a number of issues being worked out such as marijuana. It is legal but you cannot sell it; this is a constant work in progress. The opiate task force is also a critical issue addressing a very sad tragic epidemic in



our State. Chair Thomas asked the Senator about Daylight Savings Time and is it something we really need. Gratwick told how there has been dialogue about DST in Augusta but the consensus is that it will not change or go away until Massachusetts and New Hampshire do the same.

**VII. PUBLIC HEARINGS**

None

**VIII. COMMITTEE REPORTS**

None

**IX. SCHEDULED AGENDA ITEMS**

**A. OLD BUSINESS**

None

**B. NEW BUSINESS**

**#1. Consider authorizing an expenditure from the Sewer Maintenance Reserve.**

Manager Kroll told how \$18,325.62 is needed to rebuild the Odlin Road Pump Station. It is near failure and to act proactively rather than reactively is essential in this case. We are working in cooperation with the City of Bangor. We cannot let this pump station break down; if it is does the result will be critical.

**Councilor Jacques moved to approve FR17-18-38. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

**\*(FR17-18-38 is attached for review.)**

**#2. Consider authorization of an expenditure from the Highway Reserve Account.**

The Manager informed the Council that work was done repairing the damage caused by the Mobile Home Delivery Company at the Odlin Rd/Coldbrook Rd. intersection. In response to Chair Thomas, Manager Kroll explained that we have filed an insurance claim and expect to be reimbursed for the damage done to this vital piece of infrastructure. The work however has been completed by Hartt Electric and we need to pay the \$1,500.00 bill.

**Councilor Jacques moved to approve FR17-18-39. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

**\*(FR17-18-39 is attached for review.)**



## C. WORKSHOPS

None

**Councilor Jacques moved to consider items in the Table Packet. Councilor Watson seconded the motion. The motion was accepted without doubt.**

*The motion carries.*

## D. OTHER ITEMS (from Table Package)

### #3. Consider authorizing and expenditure from the Public Works Reserve Account.

Monies to repair the Public Works truck were approved at the Annual Town Meeting as part of the Capital Improvement Project. Councilor Sinclair asked if this work was put out to bid or if we just automatically go to H. O. Bouchard's. Scott Perkins told how we have not put this type of work out to bid in a long time. The Manager affirmed that we have not done so since he has been here. Sinclair stated that he did not disagree with Bouchard's doing the work but that in the future he would like to see more prices.

**Councilor Jacques moved to approve FR17-18-40. Councilor Snyder seconded the motion. A Roll Call vote was unanimous in favor of the motion.**

*The motion carries.*

\*(FR17-18-40 is attached for review.)

## X. APPOINTMENTS

None

## XI. MANAGER STATUS REPORT:

**Thank you** Council for approving Highway Reserve Funds for tree removal. Cleaning up storm debris has been overwhelming. The amount of gratitude we have received from residents is amazing. The work performed by our Public Works Department alongside Pomeroy Logging and Gardner Construction has been well received and has made a significant difference for the majority of our community. We have applied for emergency fund reimbursement for this work.

**Happy Thanksgiving** to all. I would like to ask the Council if they would consider closing the office early on Wednesday before Thanksgiving. Councilor Sinclair suggested closing the Town Office at 2:00pm. The remaining Councilor agreed.

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



None

**XIII. COUNCIL ITEMS:**

**Councilor Jacques** asked where her tax bill is. The Manager stated that it is at Snowman Printing right now. She then inquired about S. Miller, former Deputy Clerk asking where she is working now. Manager Kroll explained that she now works ½ time in the School Department Office and ½ time for the Finance Department. We hired a replacement Deputy Clerk for the front office. Councilor Jacques asked if any of the wood that has been collected is good for burning and if there are residents in need of fire wood. A brief conversation ensued, the Council concurred it is better to just dispose of it.

**Councilor Thomas** asked if Rachel had reviewed any of the school construction invoices. Manager Kroll said she had and told how general conditions of the contract include water and toilets. He also explained that items marked as exempt are items that will actually forever be part of the building. Additionally, tool purchases and use are also part of the general conditions of the contract. The Manager then stated that he would invite Dunbar & Brawn to speak to the Council at the next regular meeting.

**XIV. EXECUTIVE SESSION:**

None

**XV. ADJOURNMENT:**

**Councilor Jacques** moved to adjourn the meeting at 7:29pm. Councilor Snyer seconded the motion. With no objection, Chair Thomas adjourned the meeting.

**Respectfully Submitted**

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




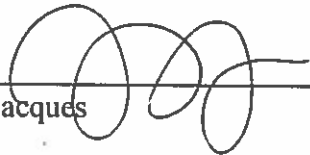
**FR17-18-38**

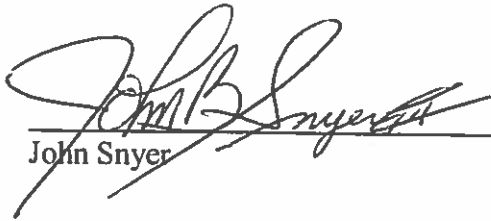
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$18,325.62 for purchasing services to rebuild the sewer pumps at the Odlin Road Pump Station.

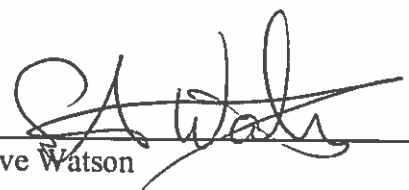
Be it further resolved the cost of the services is to be paid for from the Sewer Maintenance Reserve Account (HERM12).

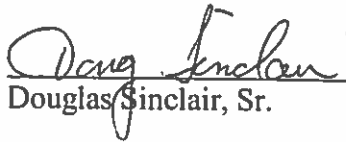
**SIGNED this November 16, 2017 by the Hermon Town Council:**

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

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

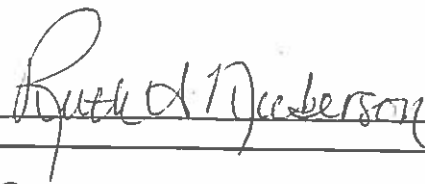
  
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John Snyder

  
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Steve Watson

  
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Douglas Sinclair, Sr.

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

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

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

Motion	<u>Jacques</u>	Yeas	<u>6</u>
Second	<u>Snyder</u>	Nays	<u>0</u>
			Date <u>11/16/17</u>



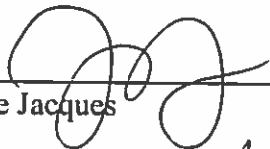
**FR17-18-39**

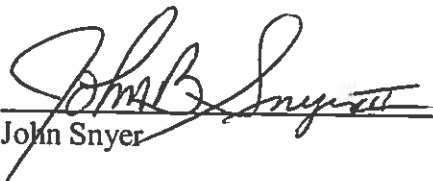
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$1,500.00 for purchasing services from Hartt Electric to repair and reset wiring and camera detection at the intersection of Odlin and Coldbrook Road due to damage caused by a mobile home delivery business.

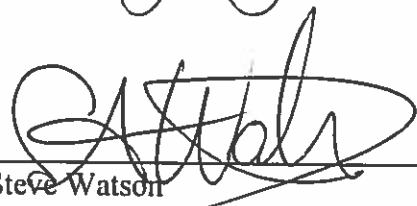
Be it further resolved the cost of the services is to be paid for from the Highway Reserve Account (HERM06).

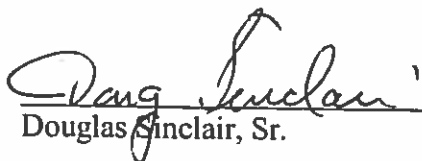
**SIGNED this November 16, 2017 by the Hermon Town Council:**

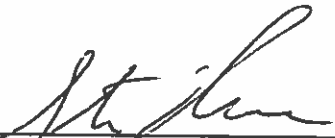
  
\_\_\_\_\_  
Donna Ellis

  
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Jeanne Jacques

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

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

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

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

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

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

Motion	<u>Jacques</u>	Yeas	<u>6</u>
Second	<u>Snyder</u>	Nays	<u>0</u>
			Date <u>11/16/17</u>




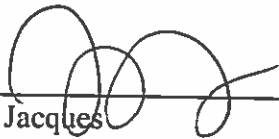
**FR17-18-40**

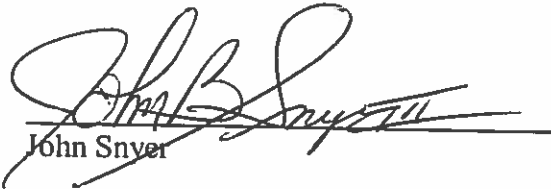
Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to expend an amount not to exceed \$5,000.00 for purchasing services to the painting, welding and body work on the PW International 7500 truck.

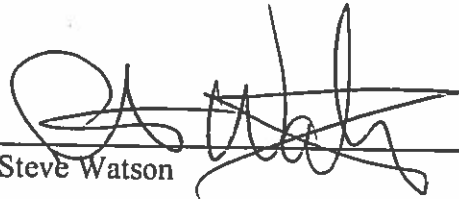
Be it further resolved the cost of the services is to be paid for from the Public Works Reserve Account (HERM08) and payable to H.O. Bouchard.

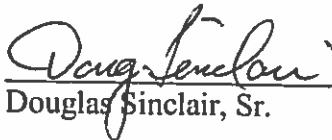
**SIGNED this November 16, 2017 by the Hermon Town Council:**

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


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


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

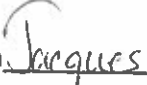
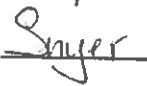
  
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Steve Watson

  
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Douglas Sinclair, Sr.

  
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Steven Thomas

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

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

Motion		Yeas	<u>6</u>
Second		Nays	<u>0</u>
			Date <u>11/16/17</u>





**FR17-18-31**

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 \$5,000 for purchasing marketing services with WABI and the CW in a partnership with businesses in town.

Be it further resolved the cost of the services be paid for from the TIF Revenue Account.

SIGNED this December 14, 2017 by the Hermon Town Council:

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

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

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

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

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

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

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

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

Motion Sinclair

Yeas 6

Second Snyder

Nays 0

Date 10-19-17

## MEMORANDUM

To: Members of the Hermon Town Council  
From: Howard Kroll, Town Manager  
Re: 14 December 2017 Town Council Meeting  
Date: 30 November 2017

**#1. Consider- Setting Public Hearing Date on 25 January 2018 to consider the creation of TIF Districts for THE SHOP and Landscape Supply.**

On 17 August 2017 you were presented PROPOSED Tax Increment Finance District (TIF) for THE SHOP and Landscape Supply. Unfortunately our legal Counsel had difficulties putting the documents together due to personal reasons and they were not done in a timely fashion causing the delay in the hearing of both these proposed TIF districts.

**Town Manager recommends Town Council consider the proposed TIF District creation and further authorization to hold a future public hearing at the Thursday, 25 January 2018 meeting.**

**#2. Consider approving the Council Goal of the creation of the HERMON BUSINESS LOAN PROGRAM**

Scott Perkins has a draft plan for your review.

**Town Manager recommends Town Council consider the Hermon Business Loan Program for further action. I believe you should read it closely and make sure you understand the purpose of the program and the pros and cons of this program. I suggest we bring this back at the 28 December 2017 meeting for vote.**

**#3. - Considering the approval of the payment to Plymouth Engineering Final Invoice Route 2 Project**

Staff is requesting to expend an amount not to exceed \$5,418.77 out of the TIF Revenue Account to pay Plymouth Engineering for Route 2 work completed outside of the contract. This is the final bill for engineering services for this project.

**Town Manager recommends approval**

**#4. Consider- Approving the signing of a Waiver of Foreclosure for Montreal Maine Atlantic Railway, LTD/Real Estate Account #3913/Map 15/Lot 34**

Staff is seeking Town Council authorization to spend an amount not to exceed \$5,000.00 from the Public Works Reserve Account (HERM08) toward the purchase of body work, welding, and painting services of the PW International 7500 truck as approved at the Annual Town Meeting in June 2017 for FY18.

This property, in July 2015, was ordered by the US Bankruptcy Court, District of Maine to be abandoned by the Owner after an agreement between them and the Maine DEP for administrative expense claim of \$15,000.

**DO NOT TAKE ON THIS LIABILITY AT THE EXPENSE OF THE HERMON TAX PAYER!**

**SEE ATTACHMENTS!**

***Town Manager recommends authorization to sign the Waiver of Foreclosure for Montreal, Maine Atlantic Railroad, LTD.***

**#5. Consider- Abating the 2015 and 2016 Property Taxes for Montreal, Maine Atlantic Railroad, LTD/ Real Estate Account #3913/Map 15/Lot 34**

Staff is seeking Town Council authorization the abatement of property taxes of Montreal, Maine Atlantic Railroad, LTD for  
FY15 in the amount of \$729.60  
FY16 in the amount of \$759.60  
FY17 will be abated by the Town Tax Assessor for \$801.54.

This property, in July 2015, was ordered by the US Bankruptcy Court, District of Maine to be abandoned by the Owner after an agreement between them and the Maine DEP for administrative expense claim of \$15,000.

***Town Manager recommends authorization to abate the FY15 and FY16 property taxes for Montreal, Maine Atlantic Railroad, LTD.***

**#6. Consider- Authorizing Town Manager to spend an amount not to exceed \$515,666.03 from the School Capital Reserve Account (HERM21) toward the Elementary School Project**

Staff is seeking Town Council authorization to spend an amount not to exceed \$515,666.03 from the School Capital Reserve Account (HERM21) toward the

purchase of construction/ site work preparation services for the Elementary School construction project at the Patricia A. Duran Elementary School.

***Town Manager recommends authorization with an amount not to exceed \$515,666.03 toward the construction/site work prep services for elementary school expansion project.***

**#7. Consider – Authorizing Town Manager to approve a proposed change order for up to \$154,973 to install ceramic tile throughout the new school wing addition.**

Staff is seeking Town Council authorization to approve a change order in the amount of \$154,973.37 from the School Capital Reserve Account (HERM21) toward the purchase of the installation of ceramic tile throughout the new school wing addition.

There are 5 options to consider all with different levels of installation

Option #1 – all of the new wing- \$154,973

Option #2- Corridors only- \$33,979.97

Option #3- Computer Room only- \$7,912.78

Option #4- Library only- \$3,308.18

Option #5- Tile in computer room and carpet/tile in library only- \$10,968.58

***Town Manager recommends further discussion with the superintendent and contractor on this request and the pros and cons of each option. I would recommend that if you are going to approve any or the above options it be reflected in the GMP.***

**#8. Consider- Reviewing a PROPOSED Tax Increment Finance (TIF) District for The Early Learning Center (Map 23/Lot 10) and schedule a Public Hearing on 25 January 2018**

Town of Hermon Staff is seeking Town Council's consideration to review a PROPOSED Tax Increment Finance (TIF) District for The Early Learning Center and if acceptable move forward with the process as dictated by State Statute.

In addition staff is seeking to have the Town Council to schedule a public hearing and potential approval at the next Town Council meeting scheduled for Thursday, 25 January 2018.

***Town Manager recommends Town Council consider the proposed TIF District creation and further authorization to hold a future public hearing at the Thursday, 25 January 2018 meeting.***

**#9. Discussion/Workshop- Bylaws on Recreation Advisory Committee**

**See attached.** Since the Recreation Advisory Committee hasn't met since 2008/9 I think it is appropriate that we have guidelines that they follow with expectations from the Town Council. They should make recommendations to the Council on Recreation programming including before and after school program, athletic programming, senior programming, leisure activities and one thing that is often overlooked the infrastructure.

The town has made a SIGNIFICANT investment in the facilities and I see room for improvement. I also see opportunities to work with neighboring communities that enjoy the same rate as the Hermon resident/user does. I think this needs to change starting in our FY19 budget. The committee should look closely at this.

**#10. Appointments- Consider approving the appointment of 7 citizens including one Town Councilor to serve as Chairperson of the Recreation Advisory Committee.**

Staff is seeking Town Council authorization to appoint 7 Hermon residents only including one Hermon Town Councilor to serve as Chairperson to the Recreation Advisory Committee.

***Town Manager recommends authorization. Recommends appointing the following Hermon residents to the Recreation Advisory Committee- Nicole Hopkins, DJ Hart, Alisha Tardy, Timothy Tardy, Jessefa Murphy, Patricia Reynolds, Sherry Andre, and Town Councilor \_\_\_\_ to serve as Chair.***

# 1.  
12-14-17

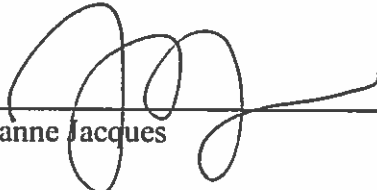


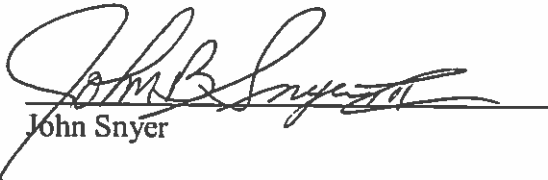
R17-18-10

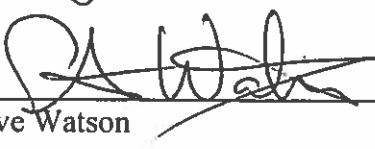
Be it resolved by the Hermon Town Council in Town Council assembled the authorization to schedule a public hearing to consider a Tax Increment Financing Project for Landscape Supply Center on Map 8 Lot 32 on Thursday, September 21, 2017.

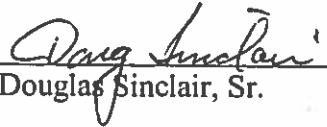
SIGNED this August 17, 2017 by the Hermon Town Council:


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


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

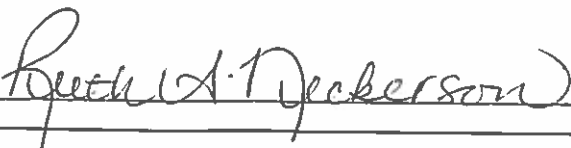
  
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John Snyder

  
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Steve Watson

  
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Douglas Sinclair, Sr.

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

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

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

Motion	<u>Sinclair</u>	Yeas	<u>accept</u>	Date	<u>8/17/17</u>
Second	<u>Snyder</u>	Nays	<u>w/o doubt</u>		

# Landscape Supply Center

*Landscape Supply Center* is located at 1196 Odlin Road, Hermon, Maine. *Landscape Supply* is currently owned by Billy and David Russo. The new facility address will be Odlin Road, Map 8 Lot 32 on the Hermon Tax Maps. This full service landscape supply center was ending their lease at their current location and has decided to invest in Hermon by purchasing a building lot and constructing a new building. The Russo brothers have 22 years of experience in landscaping, working with aggregate materials and the products necessary for grounds maintenance.

*Landscape Supply* will move from lease to ownership this coming year as construction has begun at their new location. The total estimated value of the finished project including site improvements is \$316,600. DECD staff is requesting the Town Council consider adding Map 8, Lot 32 as a Tax Incremental Financing District. It is proposed that the Town Council approve the request and agree to capture 100% for 30 years of the new value created by the improvements to the real estate at Map 8 Lot 32 beginning 4-1-2018. It is estimated from the preliminary assessment numbers that \$275,500 will be added as new value. Based on assumptions outlined above, the following amounts of value will be captured and new real estate taxes generated:

Year	Existing Value	Amount of Captured Value	New Value	Mill Rate	Old Taxes	New Taxes	Returned to Owner	Taxes Retained for TIF
4-1-18	\$41,100	\$275,500	\$316,600	12.00	\$493	\$3,306	\$0	\$3,306

$\$275,500 \times .0093 = \$2,562 \times 30 \text{ years} = \$76,865$

Total estimated benefit to TIF Revenue account over 30 years = \$99,180

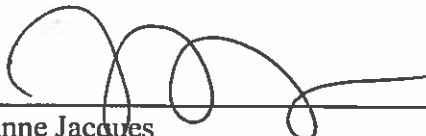


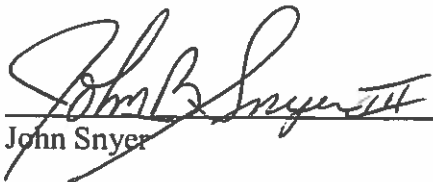
R17-18-11

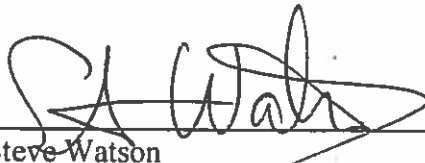
Be it resolved by the Hermon Town Council in Town Council assembled the authorization to schedule a public hearing to consider a Tax Increment Financing Project for The Shop, Inc. on Map 28 Lot 51 on Thursday, September 21, 2017.

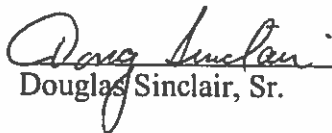
SIGNED this August 17, 2017 by the Hermon Town Council:

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


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

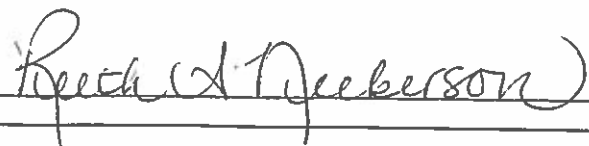
  
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John Snyder

  
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Steve Watson

  
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Douglas Sinclair, Sr.

  
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Steven Thomas

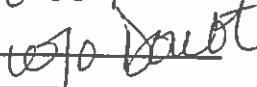
  
\_\_\_\_\_  
Timothy McCluskey

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

Motion 

Yeas 

Second 

Nays 

Date 8/17/17



# The Shop, Inc.

The Shop, Inc. is currently owned by Frank and Kristen Noyes. The company is currently located at 2312 US Route 2; Map 28, Lot 51 on the Hermon Tax Maps. This full service automotive and motorcycle repair facility provides diagnostic services for all makes and models, undercoating, powder coating, vehicle repair and service. The business has been in existence since 2012. Since its early stages, The Shop, Inc. has experienced increased demands for new space because of a growing customer base which translated into construction of a new facility on Route 2 in Hermon. The Shop, Inc. has grown since its start from two employees to five currently with plans in the near future to add a technician and a parts manager. The total estimated value of the finished project including site improvements is \$443,300. The Shop, Inc. is requesting the Town Council consider adding Map 28, Lot 51 as a Tax Incremental Financing District. It is proposed that the Town Council approve the request and agree to capture 100% for 30 years of the new value created by the improvements to the real estate beginning 4-1-2018. It is further proposed that 40% of the paid real estate taxes generated from the captured new value effective 4-1-2018 be returned to the owners, Frank and Kristen Noyes for a period of 10 years beginning with the tax year 4-1-2018. It is estimated from the preliminary assessment numbers that \$389,000 will be added as new value. Based on assumptions outlined above, the following amounts of value will be captured and new real estate taxes generated:

Year	Existing Value	Amount of Captured Value	New Value	Mill Rate	Old Taxes	New Taxes	Returned to Owner	Taxes Retained by Town
4-1-18	\$53,700	\$389,000	\$443,300	12.00	\$644	\$4,668	\$1,867	\$2,801
4-1-19	\$53,700	\$389,000	\$443,300	12.00	\$644	\$4,668	\$1,867	\$2,801
4-1-20	\$53,700	\$381,220	\$434,920	12.10	\$650	\$4,613	\$1,845	\$2,768
4-1-21	\$53,700	\$381,220	\$434,920	12.10	\$650	\$4,613	\$1,845	\$2,768
4-1-22	\$53,700	\$373,596	\$427,296	12.15	\$652	\$4,539	\$1,815	\$2,724
4-1-23	\$53,700	\$373,596	\$427,296	12.15	\$652	\$4,539	\$1,815	\$2,724
4-1-24	\$53,700	\$373,596	\$427,296	12.20	\$655	\$4,558	\$1,823	\$2,735
4-1-25	\$53,700	\$366,124	\$419,824	12.20	\$655	\$4,467	\$1,787	\$2,680
4-1-26	\$53,700	\$366,124	\$419,824	12.20	\$655	\$4,467	\$1,787	\$2,680
4-1-27	\$53,700	\$366,124	\$419,824	12.25	\$658	\$4,485	\$1,794	\$2,691
					\$6,515	\$45,617	\$18,245	\$27,372

\$375,960 x .0093 = \$3,496 x 10 years = \$34,960  
 30 years = \$104,880

Total estimated benefit to TIF Revenue account over 30 years= \$118,606

➤ The Shop, Inc. will also have qualifying BETE exempt personal property items

# 2.  
12-14-17



November 30, 2017

Memo: Council Meeting Agenda Item- Dec. 14; **HERMON BUSINESS LOAN PROGRAM**

Howard,

I would like to request that an agenda item be placed on the December 14 Council meeting that covers one of our current Council goals for FY 18.

The original Economic Development committee included a business loan program as part of our strategy for business attraction and expansion. A draft plan created from that original committee work is ready for review by the Council.

I am asking that this item be placed on the agenda so I can present the plan and discuss its merit with the Town Council.

Thanks,

Scott Perkins  
Economic & Community Development

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 Program Qualification Criteria

The following items represent the local municipal requirements described in “**ARTICLE II, PROGRAM REQUIREMENTS 2.2 Qualified Borrowers**” that the Town of Hermon may “establish from time to time” in order to maintain thresholds for program participation. The Town Council reserves the right to amend the items listed below if it is deemed advantageous to the Town of Hermon on a case by case basis.

### Qualified borrowers must:

1. Submit a draft of the project including scope, project estimates by engineer or developer and a list of requirements by DEP (if applicable) to the Economic Development director.
2. Create a minimum of \$250,000 of new real estate value within the boundaries of the Town of Hermon in addition to any existing OAV (Original Assessed Value) concerning the subject development property.
3. Amortize the principal loan amount for at least 5 years with a banking institution approved by the Town of Hermon and the Town Council.
4. Complete a “but for” letter describing the specific use of loan subsidy monies.
5. Pay for any associated legal fees if required by the lending institution or requested by the qualified borrower for any unforeseen or special circumstances.
6. Not exceed a lifetime benefit of \$50,000 for any Hermon Business Loan product or combination of Loan products unless receiving Town Council approval.
7. Indicate number of new jobs to be created or retained.
8. Agree to hold the Town of Hermon and its officials harmless of any negative effects or liabilities attributed to Hermon’s Economic Development loan programs.
9. Submit to a criminal background check.
10. Make application to the Hermon Town Council for program acceptance.

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)

# ACME Co.

123 Business Park Drive  
Anytown, U.S.A. 01234

December 6, 2017

Scott A Perkins,  
Town of Hermon  
Economic & Community Development  
333 Billings Road  
Hermon, Maine 04401

Dear Mr. Perkins,

We are considering an expansion/construction project of which I wanted to make you aware. This expansion is vital for our company to be able to continue to grow while remaining competitive in our region.

Specifically, we would expand our existing facility at 123 Hermon Hawk Way to a second location in Pine Tree Industrial Park. Your Hermon Business Loan Program is the reason that expansion is possible at this time.

We estimate a \$1,000,000 investment in real property while creating 32 new, full-time positions with a \$50,000 annual average wage. At time of hire all employees will have access to group health insurance and a 401k qualified retirement plan.

We understand to be accepted we must document or satisfy all of the items on the "Business Loan Program Qualification Criteria" document that the Town of Hermon establishes by Council vote.

Please be assured that our economic development project would not occur within the boundaries of Hermon but for the availability of the Hermon Business Loan Subsidy Program.

This also confirms our understanding that submission of this letter does not allow us to receive any loan subsidy benefits unless approved by the Council after application and by the financial institution we do business with.

We will be sure to work with Hermon's DECD office and the Town manager in order to secure the FORM OF TOWN COMMITMENT, Exhibit A as described in the Hermon Business Loan Program while choosing a lender.

Yours Truly,

John Doe, Owner  
ACME Co.

## BUSINESS LOAN SUBSIDY PROGRAM AGREEMENT

This Business Loan Subsidy Program Agreement (the "Program Agreement") has been entered into as of the \_\_\_ day of \_\_\_\_\_ 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 Banking Institutions (the "Bank") qualified and approved by Town of Hermon and the Town Council.

### ARTICLE I

#### PROGRAM OVERVIEW

1.1 Purpose: (The Town of Hermon wishes to encourage economic development by offering incentives to help grow businesses residing in Hermon or attract new businesses to Town) ~~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 loan subsidy program for the purpose of subsidizing interest payments on business loans made by qualifying banks 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 (during the budget approval process.)

1.3 Role of Bank: The Bank(s) are financial institutions in the business of making loans to businesses in the market area, which includes the Town. The qualifying banks have 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 qualifying Bank shall determine in its sole discretion. 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 100 basis points for up to 5-years; provided, however, that in no event shall the Business Loan Subsidy for any Qualified Borrower, or any related business entity of the Qualified Borrower exceed \$50,000 as a lifetime benefit, 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. In the event that a Qualified Loan ~~as to which a Loan Subsidy has been paid,~~ or is paid prior to expiration of the scheduled term, the Bank will refund to the Town the remaining funds in the related subsidy account. In the event that any loan or borrower defaults, the remaining amount of loan subsidy originally deposited at the bank will be refunded to the Town of Hermon.

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, collateral,~~ 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 and any balance remaining after foreclosure or default shall also be returned to the Town of Hermon.

### ARTICLE III

#### PROGRAM PROCEDURES

Section 3.1 Loan Subsidy Fund: The Town shall budget an amount annually with the initial amount 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. ~~The Town of Hermon will not require any financial information from the borrower.~~ 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.

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. (The Hermon Town Council shall have the authority to change minimum or maximum loan amounts if deemed in the best interest of the Town.)

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 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 will 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 finalized by the Town of Hermon. All trade names, trademarks and associated designs identifying the Town of Hermon shall remain the sole and exclusive property of the Town, and neither the participating banking institutions nor any other person or entity shall have any ownership rights therein.

## ARTICLE IV

### OTHER PROVISIONS

4.1 Term: This Program Agreement shall renew annually with the Annual Town meeting process approving budgets on an annual basis to fund the loan subsidy program. Termination of this Loan Subsidy Program 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 any qualified 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 (after Hermon Town Council approval.)

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 any qualified 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

\_\_\_\_\_

WITNESS

\_\_\_\_\_

TOWN OF HERMON

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

Qualifying BANK

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



**Exhibit A**

**FORM OF TOWN COMMITMENT**

Pursuant to the terms of a certain Business Loan Subsidy Program Agreement between the Town of Hermon, Maine (the "Town") and \_\_\_\_\_ Bank (the "Bank") dated as of March \_\_\_\_, 2017, 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 \_\_, 2017 (the "Program Agreement"), and has been approved for a Business Loan Subsidy as defined in the Program Agreement.

2. The Town hereby agrees to enter into a Business 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 no event shall the Business Loan Subsidy for any Qualified Borrower, or any related business entity of the Qualified Borrower exceed \$50,000 as a lifetime benefit, whether in a single or multiple transactions.)

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 Loan Subsidy Commitment as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF HERMON

By \_\_\_\_\_

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

## Exhibit B

### BUSINESS LOAN SUBSIDY AGREEMENT

This Business 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"), \_\_\_\_\_ Bank, a Maine financial institution with offices at \_\_\_\_\_ (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 Loan Subsidy Program Agreement dated as of March \_\_\_\_, 2017 (the "Program Agreement") pursuant to which the Town has established a loan subsidy program (the Business Loan Subsidy Program") in order to attract and retain businesses within the Town. Pursuant to the Business 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 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 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 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 validly exists under the laws of its jurisdiction of organization and has the power and authority to enter into this Business Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The execution and delivery of this Business 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 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 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 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 Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The Town has full legal authority to enter into this Business 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 and by a vote at Annual Town Meeting of its residents.

~~—————(c)———— Upon its execution and delivery, this Business 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 Loan Subsidy Agreement and to perform all of its obligations hereunder.

(b) The Bank has the legal authority to enter into this Business 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 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 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 at its own expense for Borrower and the Town with respect to the due organization and authority of each to enter into this Business 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 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 Loan Subsidy Agreement shall not effect the validity or enforceability of its remaining terms and provisions.

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

12. Relationship of Parties: This Business 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 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:

\_\_\_\_\_ BANK

\_\_\_\_\_

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

BORROWER

\_\_\_\_\_

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

# 3.  
12-14-17



November 30, 2017

**Memo: Council Agenda Item- Plymouth Engineering Final Invoice Route 2 Project**

Howard,

I would like to request that an expenditure of \$5,418.77 be paid from TIF revenues for Plymouth Engineering's final bill related to work on the Route 2 Sidewalk and Drainage Project.

A Council agenda item approving this expenditure is required.

Previously, we paid an invoice that caught us up to date with the exception of "as built" designs, final measurement of quantities including inspector's notes with final report and a stamped engineer's certification letter that the job was accomplished according to the design to satisfy Federal Highway Administration guidelines.

This total added to the previous amount of \$14,581.23 equals the agreed on amount of \$20,000 that was not to be exceeded in order to close out the project.

With this payment, all engineering bills and vendor invoices have been paid in full.

Thanks,

Scott Perkins  
Economic & Community Development

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)



# Plymouth Engineering, Inc.

PO Box 46  
Plymouth, ME 04969

# Invoice

Date	Invoice #
11/16/2017	23110

Bill To
Town of Hermon, ME PO Box 6300 Hermon ME 04402-6300

Ship to:

PO Number	Terms	Project
	Net 30	16131 Hermon Sidewalk Construction





Quantity	Description	Rate	Amount
1	Final invoice for contracted services related to Rt. 2 Sidewalk Construction Project monitoring	5,418.77	5,418.77
		<b>Total</b>	<b>\$5,418.77</b>

SEB

Telephone: 2072572071

[www.plymouthengineering.com](http://www.plymouthengineering.com)

#4.  
12-14-17

From:  Kristen L. Cushman Tuesday, November 28, 2017 8:19:08 AM  
Subject: Re(7): real estate accounts follow up  
To:  Howard Kroll  
Cc:  Rachel Grass  Joshua J. Berry

Hi Howard,

2015 principal is \$ 729.60 for council abatement  
2016 principal is \$ 759.60 for council abatement

2017 principal is \$ 801.54 for assessing to abate.

I have included Josh in this email as well.

Thanks,

Kristen Cushman  
Deputy Clerk  
Deputy Tax Collector  
Town of Hermon  
207-848-1010  
207-848-3316 Fax

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

**Howard Kroll writes:**

Agree to abate the taxes---if you can let me know the amounts per year I will do it on the 14th...

**Kristen L. Cushman writes:**

Hi Howard,

I would suggest along with the waiver we have the council abate the taxes for 2016 and 2015. The 2017 taxes can be abated by the assessor.

Is there a way to stop taxiiing this account?

Thanks,

Kristen Cushman  
Deputy Clerk  
Deputy Tax Collector



Hermon  
02:29 PM

**Comment for Account 3913 Card 1**




03/23/2016

Page 1

THIS 5.53 ACRES WAS SPLIT OUT OF THE ORIGINAL PARCEL SOLD TO CENTRAL MAINE & QUEBEC. THE PARCEL IS OWNED BY MONTREAL MAINE & ATLANTIC RAILWAY, LTD. FY15

This is map 15-34 RTP (Rail Tie Parcel) the lot is used to stock pile rail ties. Land (5.53 ac) came out of acct. 3347. FY 15

12-16-15 rec'd a call from Fred Caruso court appointed Treas. of this acct. He told me the property was abandoned to the State in Aug. 2015. He emailed me court papers which are filed in pending file in Lil's draw. Ben spoke with attorney Eric Stumpfel who advised to keep ownership as is, if taxes go to lien, the Town will take possession of the property through lien process. Lil

From:  Fred Caruso <fcaruso@dsi.biz> Wednesday, December 16, 2015 4:23:36 PM   
Subject: MMA Abandoned Parcel  
To:  Lillian Smith

Attachments:  mma 1604.pdf / Uploaded File (47K)  mma 1545.pdf / Uploaded File (203K)

Lillian,  
Per our telephone conversation today, attached is the Bankruptcy Court Order for the abandonment of the Hermon parcel in question (doc#1604) and the motion to abandon (#1545), which contains the parcel identification (see Exh A).

I can be reached at my office # below if you have any questions. Thank you, Fred

Fred C. Caruso  
DSI  
Suite 2300  
70 West Madison St.  
Chicago, IL 60602  
Office: 312-263-4141 Ext 240  
Cell: 847-302-6534

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-----Original Message-----  
From: Paula M. Fela  
Sent: Wednesday, December 16, 2015 3:04 PM  
To: Fred Caruso  
Subject: Emailing: mma 1604.pdf, mma 1545.pdf

I am also printing these out for you as well

Paula Fela  
Development Specialists, Inc.  
Suite 2300  
70 West Madison Street  
Chicago, Illinois 60602-4250  
312/263-4141  
312/263-1180 (Fax)

This e-mail message may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail message is strictly prohibited. If

3913  
we need  
to talk  
about  
this.  
Lil

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.,

Debtor.

Bk. No. 13-10670  
Chapter 11

**MOTION TO AUTHORIZE ABANDONMENT OF  
THE HERMON PARCEL PURSUANT TO 11 U.S.C. § 554(a)**

Robert J. Keach, the chapter 11 trustee of Montreal Maine & Atlantic Railway, Ltd. (the "Trustee"), hereby moves this Court (the "Motion") pursuant to 11 U.S.C. § 554(a) for authority to abandon a certain parcel of land as more particularly described on Exhibit A attached hereto and incorporated by reference (the "Hermon Parcel"). In support of the Motion, the Trustee states as follows:

**JURISDICTION**

1. The district court has original but not exclusive jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334(b). Pursuant to 28 U.S.C. § 157 and Rule 83.6 of the district court's local rules, the district court has authority to refer and has referred this chapter 11 case to the bankruptcy court.

2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court has constitutional authority to enter final judgment in this proceeding.

3. Venue of this chapter 11 case is proper in this district pursuant to 28 U.S.C. § 1408, and venue of this proceeding is proper in this district pursuant to 28 U.S.C. § 1409.

4. The statutory predicate and applicable rules for the relief sought herein are section 554(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 6007 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule") and Rule 6007-1 of this Court's local rules.

#### BACKGROUND

5. On August 7, 2013, Montreal Maine & Atlantic Railway, Ltd., the above-captioned debtor (the "Debtor"), filed a voluntary petition for relief commencing a case under chapter 11 of the Bankruptcy Code. Simultaneously, the Debtor's wholly-owned subsidiary, Montreal Maine & Atlantic Canada Co. ("MMA Canada") filed for protection under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36. On August 21, 2013, the United States Trustee appointed the Trustee to serve in the Debtor's chapter 11 case pursuant to 11 U.S.C. § 1163 [D.E. 64], and on October 18, 2013, the Court authorized the appointment of an official committee of derailment victims (the "Official Committee").

6. On January 24, 2014, the Court entered an order approving the sale (the "Sale") of substantially all of the Debtor's and MMA Canada's assets to Railroad Acquisition Holding LLC (the "Purchaser"). See D.E. 594. In connection therewith, the Debtor, MMA Canada, and the Purchaser executed that certain Asset Purchase Agreement dated December 12, 2013 (the "APA"). Certain critical issues remained after the execution of the APA which prevented consummation of the Sale. One of the issues remaining was the Purchaser's environmental concerns with the Hermon Parcel.

7. The Hermon Parcel contains a pile of used railroad ties that may contain creosote and/or other contaminants. The State of Maine Department of Environmental Protection (the "MDEP") has raised concerns regarding whether the Hermon Parcel poses long-term environmental risks because of the potential creosote in the ties.

8. To accelerate the closing of the Sale, which provided liquidity to the Debtor's estate and helped sustain MMA Canada's business operations, the Debtor, MMA Canada, and the Purchaser reached an agreement to resolve the remaining critical issues. The terms of that agreement are contained in the Third Amendment to Asset Purchase Agreement (the "APA Amendment"). See D.E. 847. The APA Amendment provided, *inter alia*, that the Sale would exclude the Hermon Parcel due to the alleged potential long-term environmental risks associated with the property.

9. Since entering the APA Amendment, no party has expressed interest in purchasing the Hermon Parcel and the Trustee does not believe there is any equity in the Hermon Parcel, nor does the Trustee reasonably expect that there will ever be any equity in the Hermon Parcel that would inure to the benefit of creditors.<sup>1</sup>

10. Absent abandonment, the estate will continue to bear the burden of maintaining the Hermon Parcel including addressing any potential long-term environmental concerns. The estate lacks sufficient resources to cover the considerable costs associated with maintenance or to address any potential environmental liability. Further, the Hermon Parcel does not produce any value for the estate or its creditors. The Hermon Parcel, however, poses no imminent threat to the health, safety, or welfare of the public.

#### **RELIEF REQUESTED**

11. By this Motion, the Trustee seeks authority to abandon the Hermon Parcel pursuant to 11 U.S.C. § 554(a).

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<sup>1</sup> The Hermon Parcel may be subject to mortgages held by the Federal Railroad Administration and/or the Maine Department of Transportation.

**BASIS FOR RELIEF**

12. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). Property which is not abandoned or administered in the debtor’s bankruptcy case remains property of the estate. See id. at § 554(d). Bankruptcy Rule 6007 further provides that the Court shall set a hearing on abandonment only if an objection is made within fourteen (14) days of the mailing of the notice of abandonment. See Fed. R. Bankr. P. 6007(a).

13. The decision to abandon property of the estate is evaluated under the business judgment test; accordingly, “[g]ood faith, reasonable basis, and statutory authority” to abandon will be presumed unless an objecting party can “demonstrate some likely benefit to the estate.” In re Dilley, 378 B.R. 1, 7 (Bankr. D. Me. 2007). The intent to abandon property of the estate “must be clear and unequivocal.” In re Furlong, 660 F.3d 81, 88 (1st Cir. 2011) (internal citations omitted).

14. Moreover, In re Malden Mills Industries, Inc., 303 B.R. 688 (B.A.P. 1st Cir. 2004), the Bankruptcy Appellate Panel for the First Circuit (the “Panel”) addressed the issue of abandonment and articulated the “imminent threat” standard as follows:

With respect to the bankruptcy court’s conditioning the Debtor’s abandonment, given the bankruptcy court’s factual finding, no basis exists under the Bankruptcy Code to condition the Debtor’s abandonment of the personal property in the Building upon the Debtor’s removal of the property from the Building or the Debtor’s reimbursing Maroun for the cost of removal, with such expense or reimbursement being paid on an administrative basis. In Midlantic Nat’l Bank v. New Jersey Dept. of Env’tl. Prot., 474 U.S. 494, 106 S.Ct. 755, 88 L.Ed.2d 859 (1986), the Supreme Court held that “[t]he Bankruptcy Court does not have the power to authorize an abandonment without formulating conditions that will adequately protect the public’s health and safety.” 474 U.S. at 506-07, 106 S.Ct. 755. However, the Supreme Court noted that “[t]his exception to the

estate, to the detriment of its creditors. Accordingly, abandonment of the Hermon Parcel is well within the Trustee's sound business judgment.

**NOTICE**

18. Notice of this Motion was served on the following parties on the date and in the manner set forth in the certificate of service: (a) the Debtor; (b) the Debtor's counsel; (b) the United States Trustee; (c) the Official Committee; (d) applicable federal and state taxing authorities; (e) the holders of secured claims against the Debtor, or if applicable, the lawyers representing such holders; (f) the MDEP; (g) the Federal Railroad Administration; (h) the Maine Department of Transportation; and (i) others who have, as of the date of the Motion, entered an appearance and requested service of papers in the Case.

**CONCLUSION**

WHEREFORE, the Trustee respectfully requests that this Court enter an order authorizing the immediate abandonment of the Hermon Parcel and granting such other and further relief as the Court deems just and equitable under the circumstances.

Dated: July 17, 2015

ROBERT J. KEACH,  
CHAPTER 11 TRUSTEE OF MONTREAL  
MAINE & ATLANTIC RAILWAY, LTD.

By his attorneys:

/s/ Robert J. Keach

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abandonment power vested in the trustee by § 554 is a narrow one.” 474 U.S. at 507 n.9, 106 S.Ct. 755.

The bankruptcy court did not make a finding that the property left behind in the Building, which the Debtor sought to abandon to Maroun, posed an imminent threat to the public’s health and safety nor did the court articulate any other basis for imposing conditions as an exception to the abandonment power vested in a trustee or debtor in possession. In the absence of sufficient reason for limiting the abandonment power of the debtor in possession, the Panel must vacate that portion of the bankruptcy court’s order imposing conditions (i.e. removal of abandoned property) on abandonment.

Malden Mills, 303 B.R. at 701-02.

15. In this case, abandonment of the Hermon Parcel is clearly within the Trustee’s sound business judgment. No party has expressed interest in purchasing the property and, as a result, the Debtor’s estate continues to incur costs to maintain the property, costs that are extremely burdensome to the estate.

16. Although the MDEP has raised concerns regarding the Hermon Parcel’s potential environmental risks, as noted by the Panel in Malden Mills, the exception to the abandonment power under section 554, as established in Midlantic, is narrow. The court must determine that the property the debtor seeks to abandon poses an imminent threat to the public’s health and safety as a consequence of a possible immediate or short-term discharge of hazardous material; no such threat exists here. There is not now, nor has there been, any threat of imminent harm to the public health and safety as a consequence of possible creosote in the ties. Abandonment simply takes the Hermon Parcel outside the estate, and the MDEP is free to take steps under applicable law with respect to compliance or testing.

17. Furthermore, the Hermon Parcel has no value to the estate. There is no equity in the property, and maintenance of the property would only result in a net loss to the bankruptcy



A certain lot or parcel of land and any improvements thereon generally located North of Odlin Road and East of Coldbrook Road at Northern Maine Junction in Hermon, County of Penobscot, State of Maine, said parcel being bounded and described as follows:

COMMENCING at a southeast corner of land described in a deed from CAMPDAVIS, LLC to ERDT REALTY dated June 13, 2013 and recorded in Penobscot County Registry of Deeds in Book 13215, Page 323, being the same property described in a deed from BANGOR & AROOSTOOK RAILROAD COMPANY to C.M.J. RAILROAD, LLC dated June 21, 2005 and recorded in Book 9964, Page 122;

THENCE S89°33'20"E along the north line of land described in a deed from THE LANE CONSTRUCTION CORPORATION to DYSARTS SERVICE dated May 2, 1986 and recorded in Book 3812, Page 97 a distance of 87.90 feet to an iron rod found in the northeast corner of said DYSARTS SERVICE;

THENCE S89°47'10"E a distance of 869.70' to the POINT OF BEGINNING, said POINT being 13' northeast of the centerline of Track #24;

THENCE S53°16'37"E along a line that is 13' northeast of and parallel to said centerline of Track #24 a distance of 1315.21' to the point of curvature of a tangent curve to the left, said curve having a radius of 676.50' and a chord bearing of S72°43'32"E and chord distance of 450.50';

THENCE continuing southeasterly and easterly along said curve, also continuing to be 13' northeast and north of, and parallel to said centerline of Track #24, an arc distance of 459.27'

THENCE N53°16'37"W a distance of 1,740.00 feet;

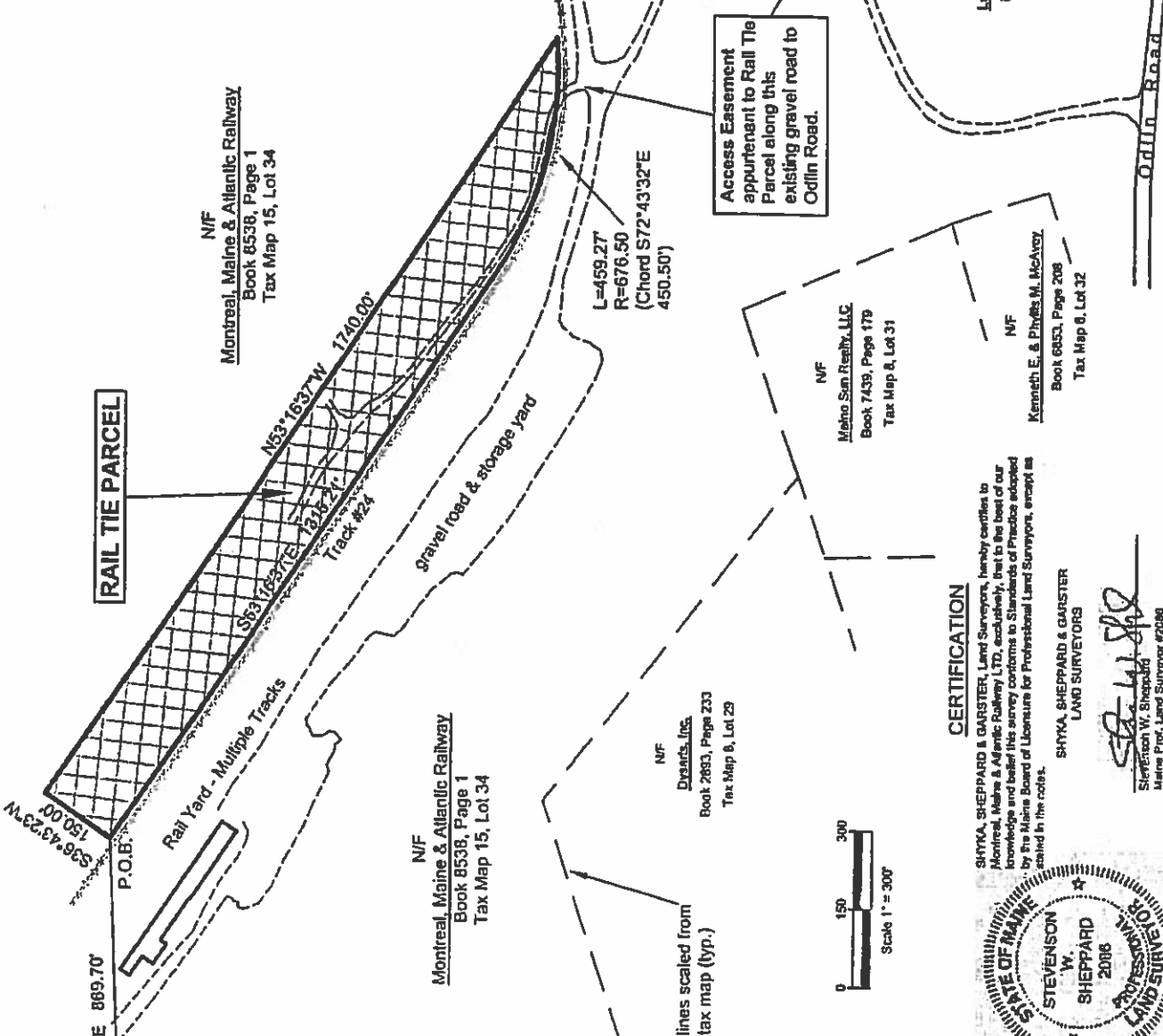
THENCE S36°43'23"W a distance of 150.00 feet to the POINT OF BEGINNING

Containing 5.528 acres.

INCLUDING an easement for vehicular and pedestrian access to and from the above described parcel, including the right to maintain and improve said access including grading, paving, installation of drainage systems and also including the right to install utilities both above and below ground, said access to be over and along the gravel road as it now exists starting at the southeast end of the above described parcel and going in a generally southerly direction to the north line of Odlin Road, said easement being approximately located as shown on the attached sketch.

Meaning and intending to describe a portion of the land described in a deed from BANGOR & AROOSTOOK RAILROAD COMPANY, THE NORTHERN VERMONT RAILROAD COMPANY INCORPORATED, and LOGISTICS MANAGEMENT SYSTEMS, INC. to MONTREAL, MAINE & ATLANTIC RAILWAY, LTD dated December 27, 2002 and recorded in the Penobscot County Registry of Deeds Book 8538, Page 1. This description was prepared by Shyka, Sheppard & Garster, Land Surveyors, and is based on a plan entitled, "Rail Tie Parcel – Northern Maine Junction – Hermon, Maine" prepared by Shyka, Sheppard and Garster, Land Surveyors, dated April 29, 2014. Bearings reference Magnetic North, 1988. This legal description is subject to final determination of metes and bounds of the Hermon parcel pursuant to Section 2.2(h) of the Asset Purchase Agreement dated

December 12, 2013 (as amended, the "APA"). Such amendment of this legal description shall be effective as of the date of the MMA Assets Closing (as such term is defined in the APA).



**RAIL TIE PARCEL**  
 NORTHERN MAINE JUNCTION  
 HERMON, MAINE

prepared for  
**MONTREAL, MAINE & ATLANTIC RAILWAY, LTD**  
 15 Iron Road, Hermon, Maine 04401

Shyka, Sheppard & Garster Land Surveyors  
 6 Satic Street, Suite 301, Bangor, Maine 04401  
 Job No. 14-111 April 28, 2014 Page 2 of 2

**SCHEDULE A-2**

5. Area of Rail Tie Parcel: 5.828 Acres.

**CERTIFICATION**  
 SHYKA, SHEPPARD & GARSTER, Land Surveyors, hereby certifies to Montreal, Maine & Atlantic Railway LTD, exclusively, that to the best of our knowledge and belief this survey conforms to Standards of Practice adopted by the Maine Board of Licensure for Professional Land Surveyors, except as stated in the notes.

SHYKA, SHEPPARD & GARSTER  
 LAND SURVEYORS

Stevenson W. Sheppard  
 Maine Prof. Land Surveyor #2086

Scale 1" = 300'

lines scaled from tax map (typ.)

**Notes:**  
 1. The Rail Tie Parcel shown here is based on dimensional information provided by Montreal, Maine & Atlantic Railway, LTD personnel.  
 2. The gravel roads and buildings were scaled onto this sketch using the Maine Geodetic 1 ft resolution orthophotos from the 2003-2005 series. Some adjacent property lines were scaled from Hermon Tax Maps.  
 3. Reference is made to a plan entitled "Plan of Restricted Area - Former B&A Railroad - Self Stockpile" dated April 30, 2013, prepared by Shyka, Sheppard & Garster, Land Surveyors, Proj. No. 13-105.  
 4. Some variations between distances and bearings shown here and those contained in previous deeds and plans are not noted because such variations are insignificantly small, due to obvious surveying errors, or due to the basis of bearings shown. No description, complete survey plan, or report was prepared, research was limited to the source deed provided by client (653871), parcel conformity with town zoning requirements was not examined and no monuments were set.

Doc 1545-1 Filed 07/17/15 Entered 07/17/15 16:01:05 Desc Page 2 of 2

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.,

Debtor.

Bk. No. 13-10670  
Chapter 11

**ORDER AUTHORIZING ABANDONMENT OF  
THE HERMON PARCEL PURSUANT TO 11 U.S.C. § 554(a)**

This matter having come before the Court on the *Motion to Authorize Abandonment of the Hermon Parcel Pursuant to 11 U.S.C. § 554(a)* (the "Motion")<sup>1</sup> filed by the Trustee seeking authority to abandon the Hermon Parcel pursuant to 11 U.S.C. § 554(a), and after notice and opportunity for hearing, and the Court finding that the Hermon Parcel is burdensome to the estate and abandonment of the Hermon Parcel is a proper exercise of the Trustee's business judgment, and in the best interests of the estate, it is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. The Motion is granted.
2. The Trustee is authorized to immediately abandon the Hermon Parcel as set forth in the Motion, and to take such acts, record such documents, provide such notice as is necessary to evident and implement such abandonment.

Dated:

\_\_\_\_\_  
The Honorable Peter G. Cary  
Chief Judge of the United States  
Bankruptcy Court for the District of  
Maine

<sup>1</sup> Capitalized terms not defined herein have the meaning ascribed to them in the Motion.

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.,

Debtor.

Bk. No. 13-10670  
Chapter 11

**NOTICE OF HEARING**

Robert J. Keach, the chapter 11 trustee of Montreal Maine & Atlantic Railway, Ltd. (the "Trustee"), has filed the Motion to Authorize Abandonment of the Hermon Parcel Pursuant to 11 U.S.C. § 554(a) (the "Motion").

A hearing to consider the Motion is scheduled for **August 20, 2015 at 9:00 a.m.** (the "Hearing") before the Honorable Judge Peter G. Cary, the United States Bankruptcy Court for the District of Maine (the "Court"), 537 Congress Street, 2nd Floor, Portland, Maine.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to approve the Motion, then **on or before July 31, 2015**, you or your attorney must file with the Court a response or objection explaining your position. If you are not able to access the CM/ECF Filing System, then your response should be served upon the Court at:

Alec Leddy, Clerk  
United States Bankruptcy Court for the District of Maine  
537 Congress Street  
2<sup>nd</sup> Floor  
Portland, ME 04101

If you do have to mail your response or objection to the Court for filing, then you must mail it early enough so that the Court will receive it **on or before July 31, 2015**.

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the Motion and may enter an order granting the requested relief without further notice or hearing.

Dated: July 17, 2015

ROBERT J. KEACH,  
CHAPTER 11 TRUSTEE OF MONTREAL  
MAINE & ATLANTIC RAILWAY, LTD.

By his attorneys:

*/s/ Robert J. Keach*

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE

In re:

MONTREAL MAINE & ATLANTIC  
RAILWAY, LTD.,

Debtor.

Bk. No. 13-10670  
Chapter 11

**ORDER AUTHORIZING ABANDONMENT OF  
THE HERMON PARCEL PURSUANT TO 11 U.S.C. § 554(a)**

This matter having come before the Court on the *Motion to Authorize Abandonment of the Hermon Parcel Pursuant to 11 U.S.C. § 554(a)* [D.E. 1545] (the "Motion")<sup>1</sup> filed by the Trustee seeking authority to abandon the Hermon Parcel pursuant to 11 U.S.C. § 554(a), and the Trustee and the State of Maine Department of Environmental Protection (the "MDEP") having reached an agreement with respect to allowance of an administrative expense claim for the MDEP, and the MDEP, in consideration of such administrative expense claim, having consented to abandonment, and after notice and opportunity for hearing the Court finding that the Hermon Parcel, as described in the Motion, is of inconsequential value and benefit to the estate and that abandonment of the Hermon Parcel in the best interests of the estate, it is hereby **ORDERED**, **ADJUDGED**, and **DECREED** that:

1. The Motion is granted.
2. The Trustee is authorized to immediately abandon the Hermon Parcel as set forth in the Motion, and to take such acts, record such documents, and provide such notice as is necessary to evidence and implement such abandonment.

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<sup>1</sup> Capitalized terms not defined herein have the meaning ascribed to them in the Motion.

3. The MDEP shall be allowed an administrative expense claim (the "Allowed Administrative Expense Claim") in the chapter 11 case of Montreal Maine & Atlantic Railway, Ltd. in relation to any actual costs it incurs in carrying out testing or other work, with such Allowed Administrative Expense Claim not to exceed \$15,000.

Dated: August 17, 2015

/s/ Peter F. Cary  
The Honorable Peter G. Cary  
Chief Judge of the United States  
Bankruptcy Court for the District of  
Maine



District/Off: 0100-1

User: kford

Date Created: 8/18/2015

Case: 13-10670

Form ID: pd1900

Total: 170

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

intp Wrongful Death, Personal Injury, Business, Property and Environmental Clients as of 9/1/13  
cr DPTS Marketing, LLC  
cr Dakota Petroleum Transport Solutions, LLC

TOTAL: 3

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TOTAL: 78

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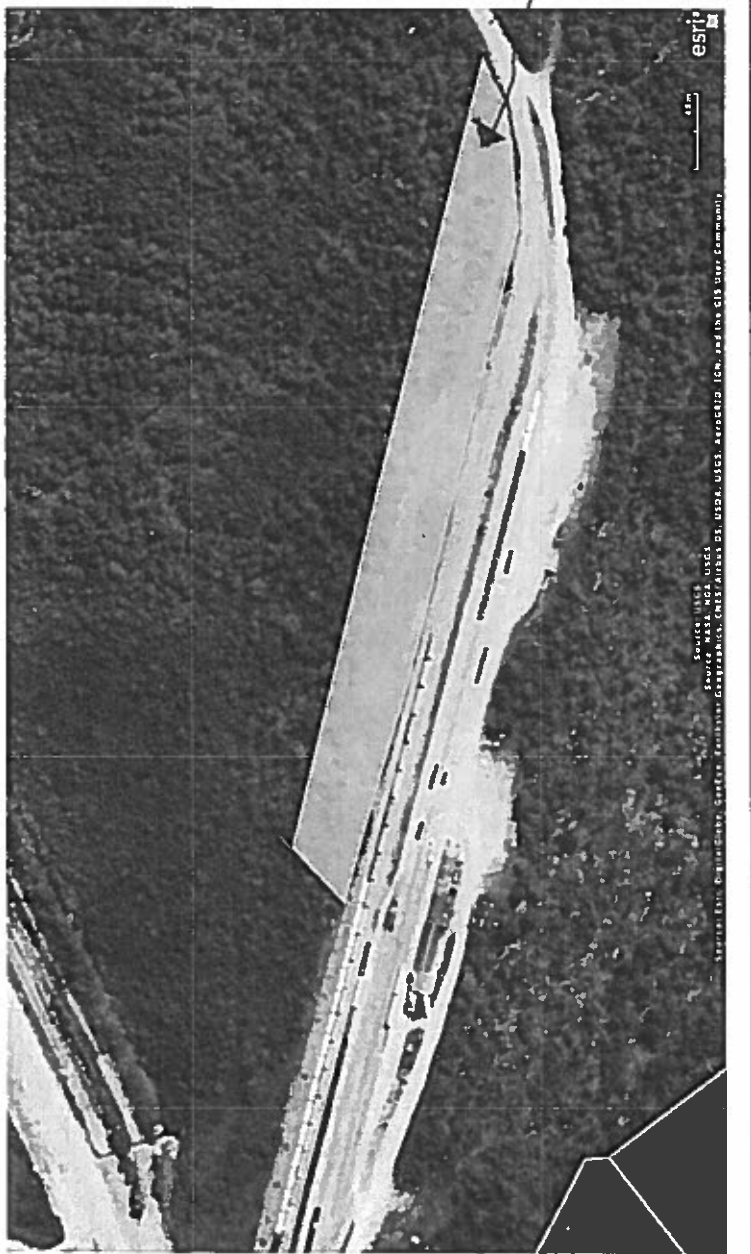
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 cr Estates of Stephanie Bolduc c/o Meyers & Flowers, LLC 3 North Second Street, Suite 300 St.  
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 intp Irving Paper Limited c/o Pierce Atwood LLP Attn: Keith J. Cunningham 254 Commercial  
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 cr GNP Maine Holdings, LLC 50 Main Street East Millinocket, ME 04430  
 cr First Union Rail c/o Curtis Kimball, Esq. P.O. Box 1401 Bangor, ME 04401  
 cr Center Beam Flat Car Company, Inc. c/o Curtis Kimball, Esq. P.O. Box 1401 Bangor, ME 04401  
 cr Real Custeau Claimants et al c/o Mitchell A. Toups, Esq. PO Box 350 Beaumont, TX 77704  
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 cr Fred's Plumbing & Heating, Inc. 328 Main Street Derby, VT 05829  
 cr Clean Harbors 42 Lonwater Dr. Norwell, MA 02061  
 cr Union Tank Car Company c/o Regan M. Haines PO Box 7320 Portland, ME 04112-7320  
 cr Shell Oil Company c/o Jessica Lewis Molleur Law Office 95 Main Street Auburn, ME 04210  
 fa Development Specialists, Inc. Fred Caruso Suite 2300 70 West Madison Street Chicago, IL  
 60602  
 intp Oasis Petroleum, Inc. c/o Timothy H. Norton, Esq. P.O. Box 597 Portland, ME 04112  
 cr Stephen C. Currie 17 Dodlin Road Enfield, ME 04493  
 cr Jeffrey C. Durant 1029 Main Rd. Brownville, ME 04414  
 cr Lexington Insurance Company c/o Marcus A. Helt, Esq. Gardere Wynne Sewell LLP 1601 Elm St  
 Ste 3000 Dallas, TX 75201  
 cr Sierra Liquidity Fund, LLC 19772 MacArthur Blvd. # 200 Irvine, CA 92612  
 cr General Electric Railcar Services Corporation c/o Pierce Atwood LLP Attn: Keith J.  
 Cunningham 254 Commercial Street Portland, ME 04101  
 cr Trinity Rail Leasing 2012 LLC c/o One City Center Portland, ME 04101  
 cr Trinity Tank Car, Inc. c/o One City Center Portland, ME 04101  
 cr Trinity Industries Leasing, Inc. c/o One City Center Portland, ME 04101  
 cr Trinity Industries, Inc. c/o One City Center Portland, ME 04101  
 aty Paul Hastings LLP 75 East 55th St. New York, NY 10022  
 aty Shaw Fishman Glantz & Towbin LLC 321 N. Clark Street, Suite 800 Chicago, IL 60654  
 aty Verrill & Dana, LLP One Portland Square P.O. Box 586 Portland, ME 04112-0586  
 aty Alan S. Gilbert 233 South Wacker Drive, Suite 7800 Chicago, IL 60606  
 aty Allison M. Brown Weil, Gotshal & Manges LLP 301 Carnegie Center, Suite 303 Princeton, NJ  
 08540

## PDF to BNC - All Parties: Notice Recipients Page 3 of 3

aty Arvin Maskin Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153  
 aty Bill Kroger Baker Botts 910 Louisiana Street Houston, TX 77002  
 aty Blaire Cahn Weil, Gotshal & Manges, LLP 767 Fifth Avenue New York, NY 10153  
 aty Christopher Fong, Esq. Paul Hastings LLP 75 East 55th St. New York, NY 10022  
 aty Christopher J. Panos Partridge Snow & Hahn 30 Federal Street Boston, MA 02110  
 aty Craig D. Brown Meyers & Flowers, LLC 3 North Second Street, Suite 300 St. Charles, IL 60174  
 aty Dennis M. Ryan, Esq. Faegre Baker Daniels LLP 90 South 7th St Ste 2200 Minneapolis, MN  
 55402-3901  
 aty Devon H. MacWilliam Partridge Snow & Hahn, LLP 30 Federal Street Boston, MA 02110  
 aty Diane P. Sullivan Weil, Gotshal & Manges LLP 301 Carnegie Center, Suite 303 Princeton, NJ  
 08540  
 aty Elizabeth S. Whyman Murtha Cullina LLP 99 High Street Boston, MA 02110  
 aty Eric M. Hocky Clark Hill Thorp Reed 2005 Market Street Suite 1000 Philadelphia, PA 19103  
 aty Isley Markman Gostin WilmerHale 1875 Pennsylvania Avenue, NW Washington, DC 20006  
 aty James K. Robertson, Jr., Esq. Carmody Torrance Sandak & Hennessey 50 Leavenworth  
 Street Waterbury, CT 06702  
 aty Jason R. Gagnon, Esq. Carmody Torrance Sandak & Hennessey 50 Leavenworth Street Waterbury,  
 CT 06702  
 aty Jeffrey C. Steen, Esq. Sidley Austin LLP One South Dearborn Chicago, IL 60603  
 aty Ji Eun Kim Paul Hastings, LLP 75 East 55th Street New York, NY 10022  
 aty John L. Scott Reed Smith LLP 599 Lexington Avenue New York, NY 10022  
 aty Joseph M Bethony Gross, Minsky & Mogul, P.A. 23 Water Street, Suite 400 PO Box  
 917 Bangor, ME 04402-0917  
 aty Joseph P. Rovira Andrews Kurth LP 600 Travis St., Suite 4200 Houston, TX 77002  
 aty Julie Alleen Hardin Reed Smith LLP 811 Main Street, Suite 1700 Houston, TX 77002  
 aty Kyle J. Ortiz, Esq. Paul Hastings LLP 75 East 55th Street New York, NY 10022  
 aty Luc A. Despina Paul Hastings, LLP 75 East 55th Street New York, NY 10022  
 aty Marcia L. Goldstein Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153  
 aty Marcus A. Helt Gardere Wynne Sewell LLP 1601 Elm St., Ste. 3000 Dallas, TX 75201  
 aty Mark W. Zimmerman Clausen Miller PC 10 South LaSalle Street Chicago, IL 60603  
 aty Maureen Dancby Cox, Esq. Carmody Torrance Sandak & Hennessey 50 Leavenworth  
 Street Waterbury, CT 06702  
 aty Michael Siedband Bernstein, Shur, Sawyer & Nelson, PA 100 Middle Street P.O. Box  
 9729 Portland, ME 04104  
 aty Michael R. Enright Robinson & Cole, LLP 280 Trumbull Street Hartford, CT 06103  
 aty Michael S. Wolly, Esq. Zwerdling, Paul, Kahn & Wolly, PC 1025 Connecticut Ave.,  
 N.W. Washington, DC 20036  
 aty Omar J. Alaniz Baker Botts 2001 Ross Avenue Dallas, TX 75201  
 aty Randy L. Fairless Johanson & Fairless, LLC 1456 First Colony Blvd. Sugar Land, TX 77479  
 aty Robert Jackstadt Tueth, Keeney, Cooper, Mohan & Jackstadt 101 West Vandalia, Suite  
 210 Edwardsville, IL 62025  
 aty Sarah R. Borders King & Spalding LLP 1180 Peachtree Street, NE Atlanta, GA 30309  
 aty Stefanie Wowchuck McDonald 233 South Wacker Drive, Suite 7800 Chicago, IL 60606  
 aty Stephen Wald Partridge Snow & Hahn, LLP 30 Federal Street Boston, MA 02110  
 aty Stephen Edward Goldman Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103  
 aty Steven J. Boyajian Robinson & Cole LLP One Financial Plaza, Suite 1430 Providence, RI 02903  
 aty Terence M. Hynes, Esq. Sidley Austin LLP 1501 K. Street N.W. Washington, DC 20005  
 aty Thomas A. Labuda, Jr. Sidley Austin, LLP One South Dearborn Chicago, IL 60603  
 aty Timothy A. Davidson Andrews Kurth LP 600 Travis St., Suite 4200 Houston, TX 77002  
 aty Victoria Morales, Esq. Maine Department of Transportation 16 State House Station Augusta, ME  
 04333  
 aty Victoria Vron Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153  
 aty Virginia Strasser Surface Transportation Board 395 E Street, S.W. Washington, DC 20423  
 aty William K. McKinley, Esq. Trough Heisler 511 Congress Street PO Box 9711 Portland, ME  
 04104-5011  
 aty Wytan M. Ackerman Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103  
 smg State of Maine Bureau of Revenue Services Compliance Division Bankruptcy Unit P.O. Box  
 1060 Augusta, ME 04332

TOTAL: 89

Rail



This is the  
Parcel we  
are referring  
to. Located  
Behind Rail  
Line 24, 5.528  
Acres or  
262,000 Square  
Feet.

#5.  
12-14-17

State of Maine

**Waiver of Foreclosure Form**

**Real Estate Account: 3913**  
**Montreal Maine & Atlantic Railway, LTD**  
**15 Iron Road**  
**Hermon, ME 04401**

**Real Estate Location: Coldbrook Road (rail tie pile)**  
**Map/Lot: 015-034-RTP**  
**2015 Tax Year**

The foreclosure of the tax lien mortgage on real estate for a tax assessed against **Montreal Maine Atlantic Railway, LTD to Town of Hermon** dated **August 12, 2016** and recorded in **Penobscot** Registry of Deeds in Book **14242**, Page **47** is hereby waived by a vote of the municipality's legislative body on **December 14, 2017**, pursuant to 36 M.R.S.A. § 944. Dated this 14<sup>th</sup> day of **December, 2017**.

\_\_\_\_\_  
By: Howard Kroll  
Treasurer of Town of Hermon, Maine

**ACKNOWLEDGEMENT**

STATE OF MAINE  
ss.

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

Then personally appeared the above named, **Howard Kroll, Town of Hermon** Treasurer and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

\_\_\_\_\_  
Notary public/Attorney at Law

\_\_\_\_\_  
(Print Name)

State of Maine

Waiver of Foreclosure Form

Real Estate Account: 3913
Montreal Maine & Atlantic Railway, LTD
15 Iron Road
Hermon, ME 04401

Real Estate Location: Coldbrook Road (rail tie pile)
Map/Lot: 015-034-RTP
2016 Tax Year

The foreclosure of the tax lien mortgage on real estate for a tax assessed against Montreal Maine Atlantic Railway, LTD to Town of Hermon dated August 18, 2017 and recorded in Penobscot Registry of Deeds in Book 14581, Page 226 is hereby waived by a vote of the municipality's legislative body on December 14, 2017, pursuant to 36 M.R.S.A. § 944. Dated this 14th day of December, 2017.

By: Howard Kroll
Treasurer of Town of Hermon, Maine

ACKNOWLEDGEMENT

STATE OF MAINE
ss.

Date:

Then personally appeared the above named, Howard Kroll, Town of Hermon Treasurer and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary public/Attorney at Law

(Print Name)

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Town of Hermon  
 333 Billings Rd  
 Hermon, ME 04401

PROJECT: Hermon Elementary

APPLICATION NO: 5  
 D&B Job #: 1706

FROM: Dunbar & Brawn Construction  
 223 Hildreth St  
 Bangor, Maine 04401

ARCHITECT: Carpenter Associates  
 687 Stillwater Ave  
 Old Town, ME 04468

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM: 1-Oct-17  
 TO: 1-Nov-17

Contract Date: May 1, 2017 Invoice Date: 01-Nov-17

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00

### NET CHANGE BY CHANGE ORDERS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: DUNBAR & BRAWN CONSTRUCTION

Submitted By: *Alon E. Brawn, VP*

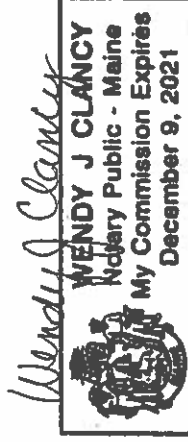
### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$4,590,160.00
2. Net change by All Revisions ..... \$44,188.55
3. CONTRACT SUM TO DATE (Line 1+2)..... \$4,634,348.55
4. TOTAL COMPLETED AND STORED..... \$1,193,133.10
  - A. TOTAL COMPLETED TO DATE..... \$1,193,133.10
  - B. TOTAL STORED TO DATE..... \$0.00

5. RETAINAGE:
  - a. 2.2% of completed work ..... \$1,193,133.10
  - b. 2.2% of Stored Material ..... \$0.00
6. TOTAL RETAINAGE (Line 5A + 5B)..... \$26,248.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$0.00
8. CURRENT PAYMENT DUE..... \$515,666.03
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$3,467,464.37



AMOUNT CERTIFIED..... \$515,666.03

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT, OWNER OR OWNER'S REPRESENTATIVE

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Handwritten: # Le. 12-14-17

**CONTINUATION SHEET**

Contractor's signed Certification is attached.  
 In tabulation below, amounts are stated to the nearest dollar.  
 Use column I on Contracts where variable retainage for line items may apply.

Invoice Date 1-Nov-17  
 11/25/2013  
 2/16/2014

**Hermon Elementary**  
 0

A ITEM NO.	B DESCRIPTION OF WORK  7 month duration	C Harriman  Schedule of Values	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED	H % 12/11/2013	I BALANCE TO FINISH (C - G)
010 007	Field Engineer	\$5,500.00	\$682.13	\$1,235.65		\$1,917.78	35%	\$3,582.22
010 008	Mob & Demob	\$5,035.00	\$1,032.32	\$0.00		\$1,032.32	21%	\$4,002.68
010 013	Architectural Fees	\$239,167.00	\$226,875.00	\$0.00		\$226,875.00	95%	\$12,292.00
010 025	Fee	\$93,607.00	\$1,714.45	\$10,398.92		\$12,113.37	13%	\$81,493.63
010 026	Preconstruction	\$2,500.00	\$1,500.00	\$0.00		\$1,500.00	60%	\$1,000.00
010 029	Demo Disposal	\$28,900.00	\$95.00	\$200.00		\$295.00	1%	\$28,605.00
010 030	Contingency	\$77,136.00	\$0.00	\$7,500.00		\$7,500.00	10%	\$69,636.00
010 038	Trucking	\$4,440.00	\$156.52	\$1,218.18		\$1,374.70	31%	\$3,065.30
010 040	General Conditions	\$259,091.63	\$30,227.40	\$21,591.00		\$51,818.40	20%	\$207,273.23
010 068	Performance Bonds	\$53,281.00	\$0.00	\$32,518.00		\$32,518.00	61%	\$20,763.00
010 080	Construction Photos	\$1,000.00	\$0.00	\$0.00		\$0.00	0%	\$1,000.00
015 301	Temp Protection	\$9,400.00	\$1,705.67	\$1,171.15		\$2,876.82	31%	\$6,523.18
015 302	Temp Fencing	\$25,000.00	\$22,640.16	\$0.00		\$22,640.16	91%	\$2,359.84
015 307	Winter Conditions	\$50,000.00	\$0.00	\$0.00		\$0.00	0%	\$50,000.00
015 400	Concrete Testing	\$12,000.00	\$0.00	\$1,235.65		\$1,235.65	10%	\$10,764.35
015 500	Small Tools & Equipment	\$5,000.00	\$1,181.21	\$246.57		\$1,427.78	29%	\$3,572.22
016 500	Earthwork Equip Rental	\$4,060.00	\$0.00	\$0.00		\$0.00	0%	\$4,060.00
016 603	Lull	\$17,760.00	\$2,715.40	\$2,525.40		\$5,240.80	30%	\$12,519.20
020 111	Site Subcontractor	\$609,300.00	\$225,000.00	\$95,500.00		\$320,500.00	53%	\$288,800.00
020 200	Demolition	\$19,216.00	\$5,010.41	\$260.05		\$5,270.46	27%	\$13,945.54
020 296	Demo Concrete	\$2,798.40	\$0.00	\$0.00		\$0.00	0%	\$2,798.40
020 506	Negative Air Machine	\$4,007.30	\$300.00	\$0.00		\$300.00	7%	\$3,707.30
029 103	Site Support	\$8,250.00	\$2,778.30	\$4,215.41		\$6,993.71	85%	\$1,256.29
030 011	Expansion Joint	\$3,631.01	\$0.00	\$32.20		\$32.20	1%	\$3,598.81
030 400	Sub-contractor work	\$169,550.00	\$0.00	\$108,020.00		\$108,020.00	64%	\$61,530.00
030 706	Anchor Bolts	\$8,709.25	\$2,804.98	\$0.00		\$2,804.98	32%	\$5,904.27
040 400	Sub-contractor work	\$8,000.00	\$0.00	\$0.00		\$0.00	0%	\$8,000.00
040 500	Masonry Steel	\$3,717.70	\$0.00	\$0.00		\$0.00	0%	\$3,717.70
050 113	Erect Steel	\$132,920.45	\$146.48	\$5,200.00		\$5,346.48	4%	\$127,573.97
050 128	Field Welding	\$7,920.54	\$0.00	\$0.00		\$0.00	0%	\$7,920.54
060 002	Building Sheathing	\$121,002.50	\$52,094.89	\$5,212.94		\$57,307.83	47%	\$63,694.67
060 011	Int. Wall Framing	\$95,219.10	\$23,266.16	\$11,191.66		\$34,457.82	36%	\$60,761.28
060 013	Ext. Wall Framing	\$63,399.00	\$14,998.76	\$21,119.63		\$36,118.39	57%	\$27,280.61



# CONTINUATION SHEET

Contractor's signed Certification is attached.  
 In tabulation below, amounts are stated to the nearest dollar.  
 Use column I on Contracts where variable retainage for line items may apply.

Invoice Date 1-Nov-17  
 11/25/2013  
 2/16/2014

Hermon Elementary  
 0

A ITEM NO.	B DESCRIPTION OF WORK  7 month duration	Harriman  Schedule of Values	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED	G		H BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION				TOTAL COMPLETED AND STORED	% 12/11/2013	
060 014	Trusses	\$114,335.50	\$0.00	\$77,861.78		\$77,861.78	68%	\$36,473.72	
060 017	Soffit/Facia	\$20,829.25	\$0.00	\$797.32		\$797.32	4%	\$20,031.93	
060 020	Blocking	\$26,344.10	\$580.68	\$797.40		\$1,378.08	5%	\$24,966.02	
060 023	Roof Bracing	\$24,610.00	\$2,273.60	\$1,897.32		\$4,170.92	17%	\$20,439.08	
060 025	Ladder Truss	\$12,496.33	\$0.00	\$0.00		\$0.00	0%	\$12,496.33	
060 117	LVLs	\$8,468.00	\$2,791.62	\$979.45		\$3,771.07	45%	\$4,696.93	
060 121	PVC Trim	\$25,698.66	\$0.00	\$0.00		\$0.00	0%	\$25,698.66	
060 123	Roof frame & deck	\$6,283.40	\$2,014.83	\$0.00		\$2,014.83	32%	\$4,268.57	
060 126	Headers	\$10,156.00	\$1,586.27	\$829.20		\$2,415.47	24%	\$7,740.53	
060 127	Strap Ceilings	\$15,745.41	\$0.00	\$0.00		\$0.00	0%	\$15,745.41	
060 130	Ships Ladder	\$6,848.25	\$0.00	\$0.00		\$0.00	0%	\$6,848.25	
060 131	Attic Floor	\$23,461.85	\$1,686.50	\$3,922.24		\$5,608.74	24%	\$17,853.11	
060 132	Ext Wall Bracing	\$22,708.26	\$0.00	\$7,812.21		\$7,812.21	34%	\$14,896.05	
070 003	Insulation	\$58,611.56	\$9,420.67	\$17,530.09		\$26,950.76	46%	\$31,660.80	
070 008	Metal Roofing	\$192,805.00	\$0.00	\$0.00		\$0.00	0%	\$192,805.00	
070 011	Vinyl Soffit	\$10,196.00	\$0.00	\$0.00		\$0.00	0%	\$10,196.00	
070 013	Vinyl Siding	\$59,586.06	\$0.00	\$797.32		\$797.32	1%	\$58,788.74	
070 014	Alum Trim/Flashing	\$35,549.66	\$0.00	\$0.00		\$0.00	0%	\$35,549.66	
070 044	Poly Walls	\$13,486.65	\$0.00	\$0.00		\$0.00	0%	\$13,486.65	
070 045	Poly Ceiling	\$19,670.64	\$0.00	\$797.32		\$797.32	4%	\$18,873.32	
070 083	Gutters/Downspouts	\$8,200.00	\$0.00	\$0.00		\$0.00	0%	\$8,200.00	
070 086	Canopy	\$51,331.20	\$0.00	\$0.00		\$0.00	0%	\$51,331.20	
080 001	Windows	\$52,547.76	\$0.00	\$0.00		\$0.00	0%	\$52,547.76	
080 003	Doors	\$85,708.80	\$0.00	\$0.00		\$0.00	0%	\$85,708.80	
080 012	Alum Storefront	\$64,750.00	\$0.00	\$0.00		\$0.00	0%	\$64,750.00	
090 001	Painting	\$101,658.67	\$151.60	\$0.00		\$151.60	0%	\$101,507.07	
090 004	ACT	\$42,000.00	\$1,876.04	\$0.00		\$1,876.04	4%	\$40,123.96	
090 005	Flooring	\$75,600.00	\$0.00	\$0.00		\$0.00	0%	\$75,600.00	
090 018	Gyp Walls	\$182,066.01	\$4,195.33	\$0.00		\$4,195.33	2%	\$177,870.68	
090 019	Gyp Ceiling	\$74,813.88	\$0.00	\$0.00		\$0.00	0%	\$74,813.88	
090 026	Patch & Repair Drywall	\$10,787.12	\$0.00	\$0.00		\$0.00	0%	\$10,787.12	
090 050	Interior Soffit Frame	\$7,311.40	\$0.00	\$0.00		\$0.00	0%	\$7,311.40	
090 052	Patch & Repair	\$10,384.65	\$381.99	\$0.00		\$381.99	4%	\$10,002.66	
090 055	Insulate Walls	\$28,963.41	\$8,982.86	\$2,927.56		\$11,910.42	41%	\$17,052.99	

# CONTINUATION SHEET

Contractor's signed Certification is attached.  
 In tabulation below, amounts are stated to the nearest dollar.  
 Use column I on Contracts where variable retainage for line items may apply.

Invoice Date 1-Nov-17  
 11/25/2013  
 2/16/2014

Hermon Elementary  
 0

A ITEM NO.	B DESCRIPTION OF WORK 7 month duration	Harriman Schedule of Values	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G		H BALANCE TO FINISH (C - G)
						TOTAL COMPLETED AND STORED	% 12/11/2013	
	090 056 Blocking	\$14,483.00	\$0.00	\$0.00		\$0.00	0%	\$14,483.00
	090 068 Backer Board for tile	\$17,509.68	\$0.00	\$0.00		\$0.00	0%	\$17,509.68
	100 009 Fire Extinguisher	\$1,042.80	\$0.00	\$0.00		\$0.00	0%	\$1,042.80
	100 010 Toilet Accessories	\$3,632.00	\$0.00	\$0.00		\$0.00	0%	\$3,632.00
	100 011 Toilet Partitions	\$10,176.00	\$0.00	\$0.00		\$0.00	0%	\$10,176.00
	120 002 Counter tops	\$1,878.21	\$0.00	\$0.00		\$0.00	0%	\$1,878.21
	120 005 Cabinets	\$4,405.95	\$0.00	\$0.00		\$0.00	0%	\$4,405.95
	130 001 Sprinklers	\$65,450.00	\$0.00	\$0.00		\$0.00	0%	\$65,450.00
	150 003 HVAC & Plumbing Sub	\$530,050.00	\$0.00	\$25,035.70		\$25,035.70	5%	\$505,014.30
	160 001 Electrical Sub	\$287,000.00	\$13,000.00	\$10,500.00		\$23,500.00	8%	\$263,500.00
	<b>Total</b>	<b>\$4,590,160.00</b>	<b>\$665,867.23</b>	<b>\$483,077.32</b>		<b>\$0.00</b>	<b>25%</b>	<b>\$3,441,215.45</b>
	<i>Original Contract Total</i>	<i>\$4,590,160.00</i>						

CO#	PCO #	C	D	E	F	G	H
1	1	\$44,188.55	\$0.00	\$44,188.55	\$0.00	\$44,188.55	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total Revisions</b>	<b>\$44,188.55</b>	<b>\$0.00</b>	<b>\$44,188.55</b>	<b>\$0.00</b>	<b>\$44,188.55</b>	<b>\$0.00</b>

**CONDITIONAL WAIVER OF LIEN**

Town of Hermon  
Elementary School

The **Undersigned** has been employed to furnish labor and/or material for the premises owned by **Town of Hermon** and located on or about **333 Billings Rd, Hermon, ME 04401** (the "Premises"); and

The **Undersigned**, upon receipt of the sum of **\$515,666.03** does hereby **WAIVE and RELEASE** any and all lien, right of lien or claim of whatsoever kind or character on said described Premises, including, without limitation, all buildings, improvements, etc. on account of any and all labor or material, or both, furnished for or incorporated into the Premises by the undersigned up to and including **November 1, 2017.**

Further, the undersigned hereby **COVENANTS AND REPRESENTS** that all of the subcontractors, suppliers, mechanics, and laborers engaged by the undersigned have been paid in full or shall be immediately paid from the proceeds of this current payment for work done and/or materials furnished to said property through the date shown below. The undersigned hereby **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Owner, **Town of Hermon**, from any and all claims by any party whatsoever based upon work done and/or materials furnished in connection with this construction by the undersigned and his subcontractors or suppliers through the date shown above.

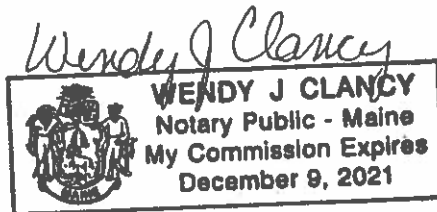
**Dunbar & Brawn Construction**

*Alan E. Brawn*

\_\_\_\_\_  
Signature

Alan Brawn VP/CFO

\_\_\_\_\_  
Printed Name and Title



**Hermon Elementary School**

**Job: 1706**

Date	Employee	Hours	Rate	Total
June 5 - 11, 2017	Scott Dunbar	10.0	\$ 50.00	\$ 500.00
July 10 - 16, 2017	Scott Dunbar	10.0	\$ 50.00	\$ 500.00
July 31 - Aug 6, 2017	Scott Dunbar	10.0	\$ 50.00	\$ 500.00
	Wesley DeTour	8.0	\$ 34.55	\$ 276.40
	Rich Dempsey	5.0	\$ 34.55	\$ 172.75
	Allan Huston	3.0	\$ 34.55	\$ 103.65
	Ivan Brawn	3.0	\$ 34.55	\$ 103.65
Aug 7 - 13, 2017	Wesley DeTour	6.0	\$ 34.55	\$ 207.30
	Rich Dempsey	6.0	\$ 34.55	\$ 207.30
Aug 14 - 20, 2017	Wesley DeTour	11.0	\$ 34.55	\$ 380.05
Aug 21 - 27, 2017	General Conditions	1.0	\$ 3,692.87	\$ 3,692.87
	Rich Dempsey	40.0	\$ 34.55	\$ 1,382.00
	Rich Dempsey	10.0	\$ 46.39	\$ 463.90
	Jackie Morse Jr.	40.0	\$ 29.97	\$ 1,198.80
	Ivan Brawn	32.0	\$ 29.97	\$ 959.04
	Troy Sincyr	8.0	\$ 46.39	\$ 371.12
	Aaron Smith	8.0	\$ 46.39	\$ 371.12
	Dave Nadeau	3.0	\$ 34.55	\$ 103.65
	Sal Clouse	6.0	\$ 34.55	\$ 207.30
	Scott Jipson	8.0	\$ 29.97	\$ 239.76
Aug 28 - Sept 3, 2017	General Conditions	1.0	\$ 1,722.22	\$ 1,722.22
	Rich Dempsey	40.0	\$ 34.55	\$ 1,382.00
	Ivan Brawn	39.0	\$ 29.97	\$ 1,168.83
	Jackie Morse Jr.	40.0	\$ 29.97	\$ 1,198.80
	Dave Nadeau	24.0	\$ 34.55	\$ 829.20
	Arthur Hughes	16.0	\$ 34.55	\$ 552.80
	Shannon Thomas	24.0	\$ 34.55	\$ 829.20
	Sal Clouse	2.0	\$ 29.97	\$ 59.94
	Scott Jipson	8.0	\$ 29.97	\$ 239.76
Sept 4 - 10, 2017	General Conditions	1.0	\$ 5,317.73	\$ 5,317.73
	Rich Dempsey	40.0	\$ 34.55	\$ 1,382.00
	Rich Dempsey	6.0	\$ 46.39	\$ 278.34
	Arthur Hughes	8.0	\$ 29.97	\$ 239.76
	Ivan Brawn	8.0	\$ 29.97	\$ 239.76
	Jackie Morse Jr.	16.0	\$ 29.97	\$ 479.52
Sept 11 - 17, 2017	General Conditions	1.0	\$ 5,388.47	\$ 5,388.47
	Rich Dempsey	40.0	\$ 34.55	\$ 1,382.00
	Rich Dempsey	6.0	\$ 46.39	\$ 278.34
	Shannon Thomas	26.5	\$ 29.97	\$ 794.21
	Mark Peters	2.5	\$ 29.97	\$ 74.93
	Bruce LeVasseur	2.5	\$ 29.97	\$ 74.93
	Kevin Phinney	2.5	\$ 29.97	\$ 74.93
	Arthur Hughes	24.0	\$ 29.97	\$ 719.28

	Sal Clouse	2.0	\$	29.97	\$	59.94
	Scott Jipson	10.0	\$	34.55	\$	345.50
	Bruce LeVasseur	1.5	\$	29.97	\$	44.96
Sept 18 - 24, 2017	General Conditions	1.0	\$	6,531.60	\$	6,531.60
	Wesley DeTour	8.0	\$	46.39	\$	371.12
	Rich Dempsey	40.0	\$	34.55	\$	1,382.00
	Rich Dempsey	13.5	\$	46.39	\$	626.27
	Arthur Hughes	40.0	\$	29.97	\$	1,198.80
	Arthur Hughes	1.0	\$	37.24	\$	37.24
	Sal Clouse	1.0	\$	29.97	\$	29.97
	Scott Jipson	12.0	\$	29.97	\$	359.64
Sept 25 - Oct 1, 2017	General Conditions	1.0	\$	2,619.09	\$	2,619.09
	Rich Dempsey	40.0	\$	34.55	\$	1,382.00
	Rich Dempsey	11.0	\$	46.39	\$	510.29
	Allan Huston	35.0	\$	34.55	\$	1,209.25
	Jackie Morse Jr.	24.0	\$	29.97	\$	719.28
	Arthur Hughes	39.0	\$	34.55	\$	1,347.45
	Brian Redmond	32.0	\$	29.97	\$	959.04
	Mike Phillips	24.0	\$	34.55	\$	829.20
	Scott Jipson	20.0	\$	29.97	\$	599.40
	Sal Clouse	2.0	\$	34.55	\$	69.10
Oct 2 - 8, 2017	General Conditions	1.0	\$	5,397.75	\$	5,397.75
	Arthur Hughes	40.0	\$	34.55	\$	1,382.00
	Arthur Hughes	6.0	\$	46.39	\$	278.34
	Rich Dempsey	40.0	\$	34.55	\$	1,382.00
	Rich Dempsey	10.5	\$	46.39	\$	487.10
	Allan Huston	29.5	\$	34.55	\$	1,019.23
	Jackie Morse Jr.	40.0	\$	29.97	\$	1,198.80
	Dave Nadeau	32.0	\$	34.55	\$	1,105.60
	Marlon Green	40.0	\$	29.97	\$	1,198.80
	Marlon Green	2.5	\$	37.24	\$	93.10
	Brian Redmond	39.0	\$	34.55	\$	1,347.45
	Sal Clouse	2.0	\$	29.97	\$	59.94
	Scott Jipson	3.0	\$	29.97	\$	89.91
Oct 9 - 15, 2017	General Conditions	1.0	\$	5,831.85	\$	5,831.85
	Rich Dempsey	40.0	\$	34.55	\$	1,382.00
	Rich Dempsey	16.5	\$	46.39	\$	765.44
	Arthur Hughes	26.0	\$	34.55	\$	898.30
	Allan Huston	40.0	\$	34.55	\$	1,382.00
	Allan Huston	5.5	\$	46.39	\$	255.15
	Jackie Morse Jr.	39.5	\$	29.97	\$	1,183.82
	Marlon Green	40.0	\$	29.97	\$	1,198.80
	Marlon Green	4.5	\$	37.24	\$	167.58
	Shenee Presnell	40.0	\$	34.55	\$	1,382.00
	Brian Redmond	38.0	\$	34.55	\$	1,312.90
	Sal Clouse	4.0	\$	29.97	\$	119.88
	Scott Jipson	9.0	\$	29.97	\$	269.73
Oct 16 - 22, 2017	General Conditions	1.0	\$	4,004.79	\$	4,004.79
	Rich Dempsey	40.0	\$	34.55	\$	1,382.00
	Rich Dempsey	27.5	\$	46.39	\$	1,275.73
	Arthur Hughes	33.0	\$	34.55	\$	1,140.15
	Allan Huston	40.0	\$	34.55	\$	1,382.00
	Allan Huston	1.0	\$	46.39	\$	46.39



**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>Consumables</b>				
<b>010 029 Demo Disposal</b>				
9/11/2017	1706 Hermon Elem...	D dumpster delivery charge	95.00	95.00
10/23/2017	1706 Hermon Elem...	E dumpster	200.00	295.00
Total 010 029 Demo Disposal			295.00	295.00
<b>010 038 Trucking</b>				
9/1/2017	1706 Hermon Elem...	D propane	54.21	54.21
10/1/2017	1706 Hermon Elem...	D hitch pin	12.31	66.52
10/1/2017	1706 Hermon Elem...	E propane	35.32	101.84
Total 010 038 Trucking			101.84	101.84
<b>010 040 General Conditions</b>				
8/1/2017	1706 Hermon Elem...	D safety gear	185.12	185.12
8/1/2017	1706 Hermon Elem...	D safety gear, first aid kit	90.62	275.74
8/1/2017	1706 Hermon Elem...	D storage trailer rental 9/1 - 9/30	100.00	375.74
8/1/2017	1706 Hermon Elem...	D delivery/pickup fees on trailer	220.00	595.74
8/1/2017	1706 Hermon Elem...	D storage trailer rental 8/23 - 8/31	29.59	625.33
8/1/2017	1706 Hermon Elem...	D field books	39.35	664.68
8/1/2017	1706 Hermon Elem...	D office trailer 8/30 - 8/31	239.43	904.11
8/1/2017	1706 Hermon Elem...	D office trailer 9/1 - 9/30	295.00	1,199.11
8/5/2017	1706 Hermon Elem...	D bottle water	11.65	1,210.76
8/16/2017	1706 Hermon Elem...	D yearly planner for Buddy	10.55	1,221.31
8/30/2017	1706 Hermon Elem...	D insurance	2,000.00	3,221.31
9/1/2017	1706 Hermon Elem...	D commercial grade steel	80.02	3,301.33
9/1/2017	1706 Hermon Elem...	D stairs, storage & office trailers	395.00	3,696.33
9/4/2017	1706 Hermon Elem...	D bottle water	34.56	3,730.89
9/19/2017	1706 Hermon Elem...	D batteries	9.28	3,740.17
9/25/2017	1706 Hermon Elem...	D AWP9058551	1,025.25	4,765.42
10/1/2017	1706 Hermon Elem...	E storage trailer 10/9 - 10/31	324.79	5,090.21
10/1/2017	1706 Hermon Elem...	E storage trailer 10/10 - 10/31	320.66	5,410.87
10/1/2017	1706 Hermon Elem...	E gloves, safety vests	123.41	5,534.28
10/1/2017	1706 Hermon Elem...	E storage trailer, office trailer, stairs	645.00	6,179.28
10/1/2017	1706 Hermon Elem...	E caution tape	38.34	6,217.62
10/4/2017	1706 Hermon Elem...	D portable restrooms Sept	190.00	6,407.62
10/20/2017	1706 Hermon Elem...	E port-a-potty Oct	190.00	6,597.62
Total 010 040 General Conditions			6,597.62	6,597.62
<b>010 068 Performance Bonds</b>				
10/13/2017	1706 Hermon Elem...	E bonds	32,518.00	32,518.00
Total 010 068 Performance Bonds			32,518.00	32,518.00
<b>015 301 Temp Protection</b>				
8/1/2017	1706 Hermon Elem...	D painters tape	33.30	33.30
9/1/2017	1706 Hermon Elem...	D danger signs	41.09	74.39
9/8/2017	1706 Hermon Elem...	D poly sheeting, air filters, adhesive mats	745.27	819.66
10/1/2017	1706 Hermon Elem...	E plywood	86.89	906.55
Total 015 301 Temp Protection			906.55	906.55
<b>015 302 Temp Fencing</b>				
8/1/2017	1706 Hermon Elem...	D Hide a key box	2.95	2.95
8/1/2017	1706 Hermon Elem...	D sand	34.57	37.52
8/30/2017	1706 Hermon Elem...	D sand bags	142.64	180.16
9/19/2017	1706 Hermon Elem...	D temp chain link fence	22,460.00	22,640.16
Total 015 302 Temp Fencing			22,640.16	22,640.16
<b>015 500 Small Tools &amp; Equipment</b>				
8/1/2017	1706 Hermon Elem...	D measure wheel	106.03	106.03
8/1/2017	1706 Hermon Elem...	D recip saw	119.00	225.03
8/1/2017	1706 Hermon Elem...	D framing nailers	798.00	1,023.03
9/1/2017	1706 Hermon Elem...	D survey stick	47.48	1,070.51
9/1/2017	1706 Hermon Elem...	D tape measurers	110.70	1,181.21
10/1/2017	1706 Hermon Elem...	E slings	171.23	1,352.44
10/1/2017	1706 Hermon Elem...	E chalk line, chalk	75.34	1,427.78
Total 015 500 Small Tools & Equipment			1,427.78	1,427.78
<b>016 603 Lull</b>				
10/1/2017	1706 Hermon Elem...	E full 9/22 - 10/20	2,525.40	2,525.40
Total 016 603 Lull			2,525.40	2,525.40

**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>020 200 Demolition</b>				
8/1/2017	1706 Hermon Elem...	D trash bags	12.66	12.66
8/1/2017	1706 Hermon Elem...	D screws, recip blades	56.84	69.50
9/1/2017	1706 Hermon Elem...	D wrecking bars, 4X	55.19	124.69
9/1/2017	1706 Hermon Elem...	D hardhats, safety vest	66.30	190.99
9/20/2017	1706 Hermon Elem...	D fuel for generator \$20.00, \$12.76	32.76	223.75
Total 020 200 Demolition			223.75	223.75
<b>029 103 Site Support</b>				
9/1/2017	1706 Hermon Elem...	D 300' tape measurer	131.35	131.35
10/1/2017	1706 Hermon Elem...	D push brooms	46.40	177.75
10/1/2017	1706 Hermon Elem...	E rain gear	204.27	382.02
10/1/2017	1706 Hermon Elem...	E rakes	42.18	424.20
10/9/2017	1706 Hermon Elem...	E fuel for generator	40.00	464.20
Total 029 103 Site Support			464.20	464.20
<b>050 113 Erect Steel</b>				
9/1/2017	1706 Hermon Elem...	D tiedown chains	146.48	146.48
Total 050 113 Erect Steel			146.48	146.48
<b>060 011 Int. Wall Framing</b>				
8/1/2017	1706 Hermon Elem...	D net setter	32.44	32.44
8/1/2017	1706 Hermon Elem...	D Pasloade nails, fuel	86.85	119.29
10/1/2017	1706 Hermon Elem...	D chain vise	253.62	372.91
10/1/2017	1706 Hermon Elem...	E propane for forklift	46.78	419.69
10/1/2017	1706 Hermon Elem...	E nail gun repair kit	28.05	447.74
10/1/2017	1706 Hermon Elem...	E bits	21.67	469.41
11/1/2017	1706 Hermon Elem...	E blade resharpening	62.50	531.91
Total 060 011 Int. Wall Framing			531.91	531.91
<b>060 013 Ext. Wall Framing</b>				
9/4/2017	1706 Hermon Elem...	D air tool oil, duct tape, utility bar	69.33	69.33
10/1/2017	1706 Hermon Elem...	D chain vise	253.61	322.94
10/1/2017	1706 Hermon Elem...	D mason line	65.83	388.77
10/1/2017	1706 Hermon Elem...	E batteries	17.90	406.67
10/1/2017	1706 Hermon Elem...	E DeWalt drills	315.45	722.12
10/11/2017	1706 Hermon Elem...	E reshaped blade	31.50	753.62
10/25/2017	1706 Hermon Elem...	E depth gauge for anchor bolts	103.08	856.70
Total 060 013 Ext. Wall Framing			856.70	856.70
<b>060 014 Trusses</b>				
10/1/2017	1706 Hermon Elem...	E lanyards, pilot cutter	303.05	303.05
10/1/2017	1706 Hermon Elem...	E lanyard	98.22	401.27
Total 060 014 Trusses			401.27	401.27
<b>060 132 Ext Wall Bracing</b>				
10/2/2017	1706 Hermon Elem...	E wall brace brackets	2,500.00	2,500.00
10/16/2017	1706 Hermon Elem...	E wall braces	2,418.69	4,918.69
Total 060 132 Ext Wall Bracing			4,918.69	4,918.69
<b>090 018 Gyp Walls</b>				
8/1/2017	1706 Hermon Elem...	D drywall blades	19.21	19.21
8/1/2017	1706 Hermon Elem...	D taping knives, drywall lifter	63.87	83.08
8/5/2017	1706 Hermon Elem...	D trash bags, sharpie, batteries, keys	156.81	239.89
9/1/2017	1706 Hermon Elem...	D zip bits	9.59	249.48
9/1/2017	1706 Hermon Elem...	D hammer tacker, staples, 2X	66.72	316.20
9/1/2017	1706 Hermon Elem...	D sanding disc, sanding sponges	12.29	328.49
Total 090 018 Gyp Walls			328.49	328.49
<b>190 001 Change Order #1</b>				
9/1/2017	1706 Hermon Elem...	E wrecking bar	17.45	17.45
9/1/2017	1706 Hermon Elem...	E grade stakes	23.96	41.41
Total 190 001 Change Order #1			41.41	41.41
Total Consumables			74,925.25	74,925.25
<b>TOTAL</b>			<b>74,925.25</b>	<b>74,925.25</b>



**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>Equipment</b>				
<b>010 038 Trucking</b>				
11/1/2017	1706 Hermon Elem...	D dump truck Aug 2017	45.00	45.00
11/1/2017	1706 Hermon Elem...	D box truck Aug 2017	45.00	90.00
11/1/2017	1706 Hermon Elem...	E box truck for Oct 2017	540.00	630.00
11/1/2017	1706 Hermon Elem...	E rack truck for Oct 2017	642.86	1,272.86
Total 010 038 Trucking			1,272.86	1,272.86
<b>015 301 Temp Protection</b>				
11/1/2017	1706 Hermon Elem...	D temp wall panels Aug 2017	343.68	343.68
Total 015 301 Temp Protection			343.68	343.68
<b>016 603 Lull</b>				
9/1/2017	1706 Hermon Elem...	D forklift 8/25 - 9/22	2,715.40	2,715.40
Total 016 603 Lull			2,715.40	2,715.40
<b>020 506 Negative Air Machine</b>				
11/1/2017	1706 Hermon Elem...	D negative air machine Aug 2017	300.00	300.00
Total 020 506 Negative Air Machine			300.00	300.00
<b>060 002 Building Sheathing</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 002 Building Sheathing			797.32	797.32
<b>060 011 Int. Wall Framing</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 011 Int. Wall Framing			797.32	797.32
<b>060 013 Ext. wall framing</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
11/1/2017	1706 Hermon Elem...	E fork truck for Oct 2017	356.00	1,153.32
Total 060 013 Ext. wall framing			1,153.32	1,153.32
<b>060 014 Trusses</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 014 Trusses			797.32	797.32
<b>060 017 Soffit/Facia</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 017 Soffit/Facia			797.32	797.32
<b>060 020 Blocking</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.40	797.40
Total 060 020 Blocking			797.40	797.40
<b>060 023 Roof Bracing</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 023 Roof Bracing			797.32	797.32
<b>060 117 LVLs</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 060 117 LVLs			797.32	797.32
<b>070 003 Insulation</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 070 003 Insulation			797.32	797.32
<b>070 013 Vinyl Siding</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 070 013 Vinyl Siding			797.32	797.32
<b>070 045 Poly Ceiling</b>				
10/1/2017	1706 Hermon Elem...	E scissor lift	797.32	797.32
Total 070 045 Poly Ceiling			797.32	797.32
Total Equipment			13,758.54	13,758.54
<b>TOTAL</b>			<b>13,758.54</b>	<b>13,758.54</b>

**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>Materials</b>				
<b>030 011 Expansion joint</b>				
10/1/2017	1706 Hermon Elem...	E expansion joint material	32.20	32.20
Total 030 011 Expansion joint			32.20	32.20
<b>030 706 Anchor Bolts</b>				
10/1/2017	1706 Hermon Elem...	D threaded rod, washers	663.98	663.98
10/1/2017	1706 Hermon Elem...	D nuts	35.52	699.50
10/3/2017	1706 Hermon Elem...	D anchors, adhesive, cartridge holder, drill bits	2,105.48	2,804.98
Total 030 706 Anchor Bolts			2,804.98	2,804.98
<b>050 113 Erect Steel</b>				
10/23/2017	1706 Hermon Elem...	E structural steel	5,200.00	5,200.00
Total 050 113 Erect Steel			5,200.00	5,200.00
<b>060 002 Building Sheathing</b>				
9/1/2017	1706 Hermon Elem...	D zip panels, tape, roller, 2X	17,441.57	17,441.57
9/1/2017	1706 Hermon Elem...	D zip panels, 2X	3,946.44	21,388.01
9/1/2017	1706 Hermon Elem...	D zip panels, plywood	17,419.45	38,807.46
10/1/2017	1706 Hermon Elem...	D zip panels	11,665.67	50,473.13
10/1/2017	1706 Hermon Elem...	E zip panels	1,331.11	51,804.24
Total 060 002 Building Sheathing			51,804.24	51,804.24
<b>060 011 Int. wall framing</b>				
8/1/2017	1706 Hermon Elem...	D 2X	460.56	460.56
9/1/2017	1706 Hermon Elem...	D drywall, 2X, 1X	237.17	697.73
9/1/2017	1706 Hermon Elem...	D 2X	1,068.20	1,765.93
9/1/2017	1706 Hermon Elem...	D nails	1,120.68	2,886.61
9/1/2017	1706 Hermon Elem...	D metal studs, track	2,309.80	5,196.41
9/1/2017	1706 Hermon Elem...	D metal studs, track	7,797.78	12,994.19
10/1/2017	1706 Hermon Elem...	E 2X	108.35	13,102.54
10/10/2017	1706 Hermon Elem...	E screws, supply cord, sleeve	101.83	13,204.37
Total 060 011 Int. wall framing			13,204.37	13,204.37
<b>060 013 Ext. wall framing</b>				
8/1/2017	1706 Hermon Elem...	D screws	19.09	19.09
8/1/2017	1706 Hermon Elem...	D plywood, screws, 4X. LVL	297.00	316.09
9/1/2017	1706 Hermon Elem...	D plywood	53.17	369.26
9/1/2017	1706 Hermon Elem...	D returned 4X	(10.58)	358.68
9/1/2017	1706 Hermon Elem...	D plywood, 2X, typar	210.68	569.36
9/1/2017	1706 Hermon Elem...	D nails	1,120.69	1,690.05
9/1/2017	1706 Hermon Elem...	D Simpson screws	108.33	1,798.38
9/1/2017	1706 Hermon Elem...	D 2X, plywood	6,342.18	8,140.56
9/1/2017	1706 Hermon Elem...	D 2X	1,180.20	9,320.76
9/1/2017	1706 Hermon Elem...	D plywood, screws, 2X, 1X	283.39	9,604.15
10/1/2017	1706 Hermon Elem...	D screws, 1X, utility bar	252.21	9,856.36
10/1/2017	1706 Hermon Elem...	E sill seal	70.33	9,926.69
10/1/2017	1706 Hermon Elem...	E 2X, 4X, plywood	2,047.64	11,974.33
Total 060 013 Ext. wall framing			11,974.33	11,974.33
<b>060 014 Trusses</b>				
10/1/2017	1706 Hermon Elem...	E additional trusses	1,671.66	1,671.66
10/1/2017	1706 Hermon Elem...	E truss package	74,991.53	76,663.19
Total 060 014 Trusses			76,663.19	76,663.19
<b>060 023 Roof Bracing</b>				
9/1/2017	1706 Hermon Elem...	D 2X	2,273.60	2,273.60
10/1/2017	1706 Hermon Elem...	E truss tiedowns and straps	1,100.00	3,373.60
Total 060 023 Roof Bracing			3,373.60	3,373.60
<b>060 117 LVLs</b>				
9/1/2017	1706 Hermon Elem...	D LVLs	1,484.95	1,484.95
9/1/2017	1706 Hermon Elem...	D LVLs	1,306.67	2,791.62
10/1/2017	1706 Hermon Elem...	E LVL	182.13	2,973.75
Total 060 117 LVLs			2,973.75	2,973.75
<b>060 123 Roof frame &amp; deck</b>				
9/1/2017	1706 Hermon Elem...	D plywood	2,014.83	2,014.83
Total 060 123 Roof frame & deck			2,014.83	2,014.83

**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>060 126 Headers</b>				
9/1/2017	1706 Hermon Elem...	D 2X	1,180.20	1,180.20
10/1/2017	1706 Hermon Elem...	D screws, bits	406.07	1,586.27
Total 060 126 Headers			1,586.27	1,586.27
<b>060 131 Attic Floor</b>				
9/1/2017	1706 Hermon Elem...	D plywood	1,686.50	1,686.50
10/1/2017	1706 Hermon Elem...	E 2X	3,922.24	5,608.74
Total 060 131 Attic Floor			5,608.74	5,608.74
<b>060 132 Ext Wall Bracing</b>				
10/1/2017	1706 Hermon Elem...	E marking paint, duplex nails	83.92	83.92
10/1/2017	1706 Hermon Elem...	E 2X	2,659.56	2,743.48
Total 060 132 Ext Wall Bracing			2,743.48	2,743.48
<b>070 003 Insulation</b>				
10/1/2017	1706 Hermon Elem...	D 2" styrofoam insulation	148.31	148.31
10/1/2017	1706 Hermon Elem...	D 2" styrofoam insulation	9,065.06	9,213.37
10/1/2017	1706 Hermon Elem...	E insulation	16,732.77	25,946.14
Total 070 003 Insulation			25,946.14	25,946.14
<b>090 001 Painting</b>				
8/1/2017	1706 Hermon Elem...	D paint & supplies	102.01	102.01
9/25/2017	1706 Hermon Elem...	D paint	32.43	134.44
9/25/2017	1706 Hermon Elem...	D goof off, caulking, rivets	17.16	151.60
Total 090 001 Painting			151.60	151.60
<b>090 004 ACT</b>				
8/1/2017	1706 Hermon Elem...	D ACT	606.52	606.52
9/1/2017	1706 Hermon Elem...	D wall angle	23.30	629.82
9/1/2017	1706 Hermon Elem...	D ACT	100.63	730.45
9/1/2017	1706 Hermon Elem...	D ACT	46.66	777.11
Total 090 004 ACT			777.11	777.11
<b>090 018 Gyp walls</b>				
8/1/2017	1706 Hermon Elem...	D drywall, insulation, corner bead	408.11	408.11
9/1/2017	1706 Hermon Elem...	D sheetrock	986.56	1,394.67
Total 090 018 Gyp walls			1,394.67	1,394.67
<b>090 055 Insulate Walls</b>				
9/1/2017	1706 Hermon Elem...	D foil sheathing	1,970.11	1,970.11
9/1/2017	1706 Hermon Elem...	D foil sheathing	6,754.67	8,724.78
10/1/2017	1706 Hermon Elem...	E insulation	2,927.56	11,652.34
Total 090 055 Insulate Walls			11,652.34	11,652.34
<b>190 001 Change Order #1</b>				
9/1/2017	1706 Hermon Elem...	E PVC pipe	172.80	172.80
9/1/2017	1706 Hermon Elem...	E PVC pipe	85.92	258.72
Total 190 001 Change Order #1			258.72	258.72
Total Materials			220,164.56	220,164.56
<b>TOTAL</b>			<b>220,164.56</b>	<b>220,164.56</b>

**Dunbar & Brawn Construction, Inc.**  
**Transaction Detail By Account**  
 January 2016 through December 2017

Date	Name	Memo	Amount	Balance
<b>Subcontractors</b>				
<b>010 007 Field Engineer</b>				
9/19/2017	1706 Hermon Elem...	D Plisga & Day Surveyors	682.13	682.13
10/10/2017	1706 Hermon Elem...	E S. W. Cole	1,235.65	1,917.78
Total 010 007 Field Engineer			1,917.78	1,917.78
<b>010 013 Architectural Fees</b>				
6/13/2017	1706 Hermon Elem...	A 25% drawings	75,625.00	75,625.00
7/13/2017	1706 Hermon Elem...	B 50% drawings	75,625.00	151,250.00
8/4/2017	1706 Hermon Elem...	C 75% drawings	75,625.00	226,875.00
Total 010 013 Architectural Fees			226,875.00	226,875.00
<b>010 030 Contingency</b>				
9/19/2017	1706 Hermon Elem...	E Sitewerx	7,500.00	7,500.00
Total 010 030 Contingency			7,500.00	7,500.00
<b>015 400 Concrete Testing</b>				
10/10/2017	1706 Hermon Elem...	E S. W. Cole	1,235.65	1,235.65
Total 015 400 Concrete Testing			1,235.65	1,235.65
<b>020 111 Site Subcontractor</b>				
9/19/2017	1706 Hermon Elem...	D \$11,250.00 + \$213,750.00 =	213,750.00	213,750.00
9/19/2017	1706 Hermon Elem...	E \$7,002.50 + \$133,047.50 =	106,750.00	320,500.00
Total 020 111 Site Subcontractor			320,500.00	320,500.00
<b>030 400 Sub-contractor work</b>				
10/31/2017	1706 Hermon Elem...	E \$5,491.00 + \$104,329.00 =	108,020.00	108,020.00
Total 030 400 Sub-contractor work			108,020.00	108,020.00
<b>150 003 HVAC &amp; Plumbing Sub</b>				
10/24/2017	1706 Hermon Elem...	E \$1,251.79 + \$23,783.92 =	25,035.70	25,035.70
Total 150 003 HVAC & Plumbing Sub			25,035.70	25,035.70
<b>160 001 Electrical Sub</b>				
9/20/2017	1706 Hermon Elem...	D \$650.00 + \$12,350.00 =	12,350.00	12,350.00
10/25/2017	1706 Hermon Elem...	E \$525.00 + \$9,975.00 =	11,150.00	23,500.00
Total 160 001 Electrical Sub			23,500.00	23,500.00
<b>190 001 Change Order #1</b>				
9/19/2017	1706 Hermon Elem...	E Sitewerx	37,050.00	37,050.00
9/26/2017	1706 Hermon Elem...	E PDK preblast survey	150.00	37,200.00
10/31/2017	1706 Hermon Elem...	E Lindsey Foundations	1,800.00	39,000.00
Total 190 001 Change Order #1			39,000.00	39,000.00
Total Subcontractors			753,584.13	753,584.13
<b>TOTAL</b>			<b>753,584.13</b>	<b>753,584.13</b>



DM&J Waste  
219 Stream Road  
Winterport, ME 04496-3607

# Invoice

DATE	INVOICE #
10/23/2017	24005

Telephone: (207) 223-4112 Fax: (207) 223-5411  
Email: help@dmjwaste.com

<b>BILL TO</b>
Dunbar & Brawn 223 Hildreth St North Bangor, ME 04401

PLEASE REMIT PAYMENT TO: DM&J WASTE, INC  
219 STREAM ROAD, WINTERPORT, ME 04496  
PAYMENT MUST BE RECEIVED BY THE DUE DATE.  
ALLOW 5 DAYS FOR MAIL DELIVERY.

TERMS	DUE DATE
Net 30	11/22/2017
JOB LOCATION	
Hildreth St, Bangor (shop)	

OUR TRANSFER STATION IS LOCATED AT:  
44 TRANSFER STATION ROAD IN WINTERPORT, MAINE  
HOURS: M-F 7AM-4PM AND SELECT SATURDAYS 7AM-NOON

DATE	ITEM	SLIP #	QTY	DESCRIPTION	RATE	AMOUNT
10/20/17	Bangor	60501	2.56	Demo disposal	75.00	192.00
10/20/17	Transport...	60501	1	Transportation fee (roll-off service)	110.00	110.00
10/22/17	Rental			No rental charge.		0.00
				1706 Warehouse 010 029 \$103.00 C \$200.00		

**TERMS** INVOICE IS DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE NOTED IN THE TERMS ABOVE. A LATE FEE OF \$15.00 PER INVOICE WILL BE CHARGED ON ALL PAST DUE INVOICES. A FINANCE CHARGE OF 18% PER YEAR, CHARGED AT 1.5% PER MONTH, WILL BE ACCESSED AFTER THE FINANCE CHARGES ARE IN EXCESS OF THE LATE FEE. CUSTOMER SHALL PAY ALL COLLECTION COSTS, ATTORNEY FEES AND ALL OTHER EXPENSES INCURRED TO COLLECT PAST DUE BALANCES.

**NOTES** IF THERE IS NO SPECIFIC JOB LOCATION LISTED, THEN NO SPECIFIC JOB LOCATION HAS BEEN RECORDED AND/OR MULTIPLE LOCATIONS EXIST. IF NO SPECIFIC LOCATION IS LISTED, THEN "ACCOUNT BALANCE FOR JOB LOCATION" IS EQUAL TO ALL UNPAID INVOICES ON ACCOUNT THAT DO NOT HAVE A SPECIFIC JOB LOCATION ASSOCIATED WITH THEM.

Invoice Total	\$302.00
Payments/Credits	\$0.00
<b>Balance Due On This Invoice</b>	<b>\$302.00</b>

Account Balance For Job Location \$753.25

TO MAKE A PAYMENT BY CREDIT CARD,  
PLEASE CALL THE NUMBER LISTED ABOVE

**WE APPRECIATE YOUR BUSINESS. THANK YOU!**



**SHIPPING PAPER**

20086655895

**FOR CHEMICAL EMERGENCY**  
 SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT  
**CALL CHEMTREC - DAY OR NIGHT**  
 800-424-9300

For calls originating outside the Continental U.S.:  
 202-483-7616 - Washington, DC, Collect  
 ALL CALLS ARE RECORDED

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

**S** DUNBAR & BRAWN CONSTRUCT  
**H** SCOTT DUNBAR  
**I** 223 HILDRETH STREET NORTH  
**P** BANGOR ME 04401  
**T**  
**O**

**S** MATHESON TRI-GAS DBA VALLEY  
**O** 1122 OUTER HAMMOND STREET  
**L** BANGOR ME 04401  
**D** 207-942-6393  
**B**  
**Y**

CHRG 18-OCT-17 11:10AM dlittlefi SEL 207-947-5789 Ship Date: 10/18/17 REL# SCOTT -NONE- DKL

ORDER NO.	DATE	CUST NO.	CUSTOMER NAME	GAS P/O	TERR	SLS	SHIP VIA	UPS	SHIP CODE	COLL	PPD	PAGE
16460275-00	10/18/17	A0811	DUNBAR & BRAWN CONSTRUCT	HDDG P/O 1706	G76	H66	WILL CALL	0	00		X	001 OF 001

QTY SHIPPED	UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	-CYLINDERS- SHIP	RETN	VOL/ WT	UNIT AMOUNT	EXTENDED AMOUNT
1	CYL	X	UN1075, PETROLEUM GAS, LIQUEFIED, 2.1 FLAMMABLE GAS  (PRO 33# NET 31# FORKLIFT)	1	FG PR33	G76	1	1	1	8	24.950000	24.95T
											56.00	
1	EA		HAZARDOUS MATERIAL CHARGE 94 Total Weight: 56.0000	2	TRG HRC 94	G76	1	0			8.525	8.53T
											Subtotal	33.48
											Tax	1.84
											Total Sale	35.32

1706  
016 038  
C

**NOTE**  CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS **CASH RECEIVED \$**

TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT

RECEIVED - FOR SELLER ACCEPTED: FOR ABOVE VENDEE

ORDER #

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

CUSTOMER #

**ALL SALES ARE SUBJECT TO EITHER THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF OR SUCH OTHER TERMS AND CONDITIONS AS THE PARTIES HERETO MAY HAVE PREVIOUSLY AGREED TO IN A SIGNED WRITTEN CONTRACT. NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED**

**Skillings Shaw & Associates**

103 Park Street  
 P. O. Box 481  
 Lewiston, ME 04243-0481

**INVOICE**

Customer	Dunbar & Brawn Construction, Inc. 210406
Date	10/13/2017
Customer Service	Robert Shaw Heidi Rodzen
Page	1 of 1

Dunbar & Brawn Construction, Inc.  
 223 Hildreth Street North  
 Bangor, ME 04401

Payment Information	
Invoice Summary	32,518.00
Payment Amount	
Payment Ref:	Invoice#1079983
S452569	

Thank You

Please Print and Mail to:

Customer: Dunbar & Brawn Construction, Inc.

Invoice	Effective	Transaction	Description	Amount
1079983	10/11/2017	New business	Policy #S452569 10/11/2017-08/17/2018 Employers Mutual Ins Co Contract Bond - New business  1706 010 068 C	32,518.00

Bond Amount: \$4,590,160.00; Obligee: Town of Hermon  
 Hermon Elementary School Addition & Renovation, Hermon, Maine

**Total**  
 32,518.00

Thank You

Skillings Shaw & Associates  
 103 Park Street P. O. Box 481  
 Lewiston, ME 04243-0481

(207)753-7300

Date
10/13/2017



**Bangor**  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

**Order No** 9489105  
**Order Date** 10/23/2017  
**Customer** 1056242-335  
**Your Ref**  
**Delivery** On 10/23/2017  
**Taken By** ERIC CHAPLES BGR x139  
**Sales Rep** RON ABBOTT x107 BGR

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



Delivery Instructions	Notes
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	WAFER	4X8 7/16" OSB PANEL 24/16  1706 915301 C	4 EA	21.7225	EA	86.89

Customer Receipt

Total Amount	\$86.89
Sales Tax	\$0.00
Order Total	\$86.89

Goods received  
 in good condition

Signature \_\_\_\_\_



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,



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Industrial & Safety Supplier since 1854

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**N H BRAGG**

92 PERRY ROAD, PO Box 927  
 BANGOR, ME 04402-0927  
 (207) 947-8611

**Sold To** DUNBAR & BRAUN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME 04401

**Ship To**

Account No.	Invoice Date	Invoice No.	Your Order No.	Salesman	Shipped Via	Shipped From			
19068-00	10/25/17	882619-00	1706	DLH		BANGOR			
Terms		Called In By		Page					
NET 30 DAYS		BUDDY		1					
Ordered	Unit	Shipped	B/O	Part Number	Description	Price	Disc	Extension	Cd
2	EA	2		SL EE2-802TFX8	SLING, POLY, 2PLY, 2"X8', TF-EDG, F-E	21.31		42.62	T
2	EA	2		SL EE2-802TTX8	SLING, POLY, 2PLY, 2"X8', TF-EDG, T-E	22.97		45.94	T
2	EA	2		SL EE2-802TTX16	SLING, POLY, 2PLY, 2"X16', TF-EDG, T-E	36.87		73.74	T

WE ARE NOW A FULL-LINE STOCKING DISTRIBUTOR OF PROTO  
 HAND TOOLS. CALL US FOR ANY OF YOUR HAND TOOL NEEDS.

1706  
 015 500  
 C

Subtotal	Tax	Incoming S&H	Outgoing S&H	Labor	Deposit	Disposal Fee	Total
162.30	8.93						171.23

Prices: C=Per Hundred M=Per Thousand Codes: T=Taxable N=New C=Core D=Defective R=Recall



P.O. Box 418827  
Boston, MA 02241-8827

# Picking / Shipping Ticket

TAXES	CREG#
JK2	4099263-00

ORDER DATE	CUSTOMER PO#	PAGE
10/27/17	HERMON 1706	1

CUST# 420800

Date and Time printed: 10/27/17 08:51

**SHIP TO:** DUNBAR & BRAWN CONSTR  
223 GULDBRETH STREET NORTH  
BANGOR, ME 04401

**CORRESPONDENCE TO:** A.H. Harris & Sons, Inc.  
A.H. Harris M057 Bangor  
284 Perry Rd

Bangor, ME 04401 6/36  
(207)262-6276

**SHIP TO:** DUNBAR & BRAWN CONSTR  
#1706 HERMON BLDG. SCHOOL ADD  
283 BILLINGS ROAD  
BANGOR, ME 04401  
WESLEY DETOUR

SHIP FROM		INSTRUCTIONS	
A.H. Harris M057 Bangor		WES	
SHIP VIA	REQUEST DATE	PICKED	TERMS
pick up	10/31/17	10/27/17	NFT 30

LINE NO.	BIN LOCATION	PART NUMBER	PRODUCT DESCRIPTION	QUANTITY ORDERED	UNIT OF MEAS	QUANTITY SHIPPED	QUANTITY B.O.	EXTENDED PRICE	WEIGHT	LINE NO.
09A 10 #		FL06	Standard 1/2" x 1/2" Box PK-40	1.00	each	1.00	0.00	14.42	0.0000	1
09A 10 7		Q183R	650N GELBOK 190" RED COMB PAK 40PK	1.00	EA	1.00	0.00	18.99	12.0000	2

Total 71.41  
Taxes 3.53  
INVOICE TOTAL 75.24

1706  
015 500  
C

Last Page      Picked \_\_\_\_\_  
Date \_\_\_\_\_

Total HWY Weight 0.0000

Total Weight 12.0000

Customer's Signature	<input checked="" type="checkbox"/>	<b>EMERGENCY RESPONSE NUMBER</b> CHEMTREK 1-800-424-9600	Delivered by	Time and Date
----------------------	-------------------------------------	-------------------------------------------------------------	--------------	---------------

No Withstanding any different or additional terms that may be contained in your order, your order is accepted only on the express condition that you agree to the terms and conditions contained on this page and on the reverse side hereof. Subject to a \$2.00 per month late charge, not paid with terms. Merchandise can not be returned without authorization. Transportation charges will be the responsibility of the customer.



BRANCH 26N  
550 ODLIN ROAD  
BANGOR ME 04401-6708  
207-942-5990  
207-942-1666 FAX

4 WEEK BILLING  
INVOICE

# 149617463-002



Job Site

HERMON ELEMENTARY SCHOOL  
235 BILLINGS RD  
HERMON ME 04401-0531

Office: 207-947-5789 Cell: 207-991-8050

Customer # : 2801304  
Invoice Date : 10/07/17  
Date Out : 08/25/17 12:01 PM  
Billed Through : 10/20/17 00:00  
UR Job Loc : 235 BILLINGS RD, HER  
UR Job # : 10  
Customer Job ID:  
P.O. # : NPOR  
Ordered By : BUDDY DETOUR  
Reserved By : LON CLARK  
Salesperson : TIMOTHY KING

2 1169 1 MB 0.420 73067511 p01 170107 1-1 0



DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR ME 04401-8714

Invoice Amount: \$2,525.40

Terms: Net 30 Days  
Payment options: Contact our credit office 212-333-6600 Ext. 84737  
REMIT TO: UNITED RENTALS (NORTH AMERICA) INC.  
PO BOX 100711  
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	N82270	FORKLIFT VARIABLE REACH 6000# 40-49' Make: SKYTRAK Model: 6042 Serial: 0160054999(M) Meter out: 694.10 Meter in: .00	509.00	509.00	1117.00	2493.00	2,493.00

SALES/MISCELLANEOUS ITEMS:				Rental Subtotal:	2,493.00
Qty	Item	Price	Unit of Measure	Extended Amt.	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 32.400	EACH	32.40	
				Sales/Misc Subtotal:	32.40
				Agreement Subtotal:	2,525.40
				Total:	2,525.40

COMMENTS/NOTES:

CONTACT: BUDDY DETOUR  
CELL#: 207-991-8050

BILLED FOR FOUR WEEKS 9/22/17 THRU 10/20/17 12:01 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?  
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM  
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

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016 603  
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Please remit to:

**N H BRAGG**  
92 PERRY ROAD, PO Box 927  
BANGOR, ME 04402-0927  
(207) 947-8611

**Sold To** DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME 04401

**Ship To**

Account No.	Invoice Date	Invoice No.	Your Order No.	Salesman	Shipped Via	Shipped From
19068-00	10/09/17	877546-00	1706	DLH		BANGOR
Terms		Called In By		Page		
NET 30 DAYS		BUDDY		1		

Ordered	Unit	Shipped	B/O	Part Number	Description	Price	Disc	Extension	Cd
2	EA	2		TR J41108-L	JACKET, PVC/POLY, SFF, AH, GREEN, LRG	25.35		50.70	T
2	EA	2		TR 041008-L	OVERALL, PVC/POLY, FR, PF, GREEN, LRG	20.66		41.32	T
2	EA	2		TR J41108-2XL	JACKET, PVC/POLY, SFF, AH, GREEN, 2XL	27.75		55.50	T
2	EA	2		TR 041008-2XL	OVERALL, PVC/POLY, FR, PF, GREEN, 2XL	23.05		46.10	T

WE ARE NOW A FULL-LINE STOCKING DISTRIBUTOR OF PROTO HAND TOOLS. CALL US FOR ANY OF YOUR HAND TOOL NEEDS.

1705  
029 103  
C

Subtotal	Tax	Incoming S&H	Outgoing S&H	Labor	Deposit	Disposal Fee	Total
193.62	10.65						204.27

Prices C=Per Hundred M=Per Thousand Codes T=Taxable N=New C=Core D=Defective R=Recall



Bangor  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

Order No **9460800**  
 Order Date **10/19/2017**  
 Customer **1056242-335**  
 Your Ref  
 Delivery **On 10/19/2017**  
 Taken By **NORM JOHNSON BGR x108**  
 Sales Rep **RON ABBOTT x107 BGR**

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



<b>Delivery Instructions</b>
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE

<b>Notes</b>

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	2825300	AMES 15YR 16 TINE WELDED BOW RAKE W/57" WOOD HANDLE  1706 029103 C	2 EA	19.99	EA	39.98

Customer Receipt

Total Amount	\$39.98
Sales Tax	\$2.20
Order Total	\$42.18

Goods received in good condition
Signature _____



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,

1706  
029103  
LM  
GENERAL

IRVING  
Tom T Hermon Irving  
2507 Route 2  
Hermon ME 04401

Trans. #588076  
Term :  
800001000179102  
Appr : 699473

Regular  
Pump No. 02  
Gallons: 16.333  
Price/G \$2.449  
Total Fuel \$40.00

TCH Light Paid \$40.00

SALE  
TCH Light  
Card Num : (S)  
XXXXXX0128

10/11/2017 12:03:21

I agree to pay the  
above Total Amount  
according to Card  
Issuer Agreement.

Save on gas!  
Join Irving Rewards!  
See in store  
For details



# ORIGINAL INVOICE

PLEASE INCLUDE THESE NUMBERS WITH YOUR PAYMENT TO INSURE PROPER CREDIT

INVOICE DATE	DUE DATE	ACCT NO	INVOICE NUMBER
10/10/17	11/09/17	AO811	16306767

Please make sure that payments are received by the due date.

**SOLD BY**  
**TO** MATHESON TRI-GAS DBA VALLEY  
 1122 OUTER HAMMOND STREET  
 BANGOR ME 04401  
 (207) 942-6393  
 FAX: (207) 945-5604

**PLEASE MAKE CHECKS PAYABLE TO AND MAIL TO**

MATHESON TRI-GAS INC  
 PO BOX 347297  
 PITTSBURGH PA 15251-4297

**SOLD TO**  
 DUNBAR & BRAWN CONSTRUCT  
 SCOTT DUNBAR  
 223 HILDRETH STREET NORTH  
 BANGOR ME 04401

**SHIPP TO**  
 DUNBAR & BRAWN CONSTRUCT  
 SCOTT DUNBAR  
 223 HILDRETH STREET NORTH  
 BANGOR ME 04401

ORDER NUMBER	CUSTOMER TAG NUMBER	LOC	SLS #	LRR #	SHIP VA	TERMS	CAS #	INITIALS	PAGE
16407196-00	1706	G76	H66	G76	WILL CALL	NET 30 DAYS	1706	DAH	1

SHIPPING ORDER NUMBER	DATE	ITEM	QTY SHIPP	QTY RD	CYLINDER		DESCRIPTION	UOM	UNIT PRICE	AMOUNT
					SHIPP	RET D				
		** Location: G76 **					RELEASE #: SCOTT			
164071961010		FG PR33VN	1	0	1	1	PRO 33 NET 31# FORKLIFT VOL: 8	CYL	29.81	29.81 T
164071961010		TRGPSCLIQPR B	1	0			PROPANE SURCHARGE SIZE B	EA	6.00	6.00 T
164071961010		TRGHRC 94	1	0			HAZARDOUS MATERIAL CHARGE 94	EA	8.525	8.53 T
Subtotal										44.34
TOTAL CYLINDERS SHIPPED:					1		RETURNED:		1	
1706 060 011 C										
Tax										2.44

TAXABLE AMOUNT	44.34	TERMS: A finance charge of 1.5% per month (18% per year) or a minimum charge of \$1.00 will be added to all accounts past due based on existing credit terms.	AMOUNT THIS INVOICE INCLUDING TAX US DOLLARS	\$ 46.78
----------------	-------	---------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------	----------

INVOICE

Supplies. Service. Solutions.



Please remit to:

**N H BRAGG**  
 92 PERRY ROAD, PO Box 927  
 BANGOR, ME 04402-0927  
 (207) 947-8611

**Sold To** DUNBAR & BRAUN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME 04401

**Ship To**

Account No.	Invoice Date	Invoice No.	Your Order No.	Salesman	Shipped Via	Shipped From			
19068-00	10/10/17	877275-00	1706	ALG	CALL FOR BANGOR	BANGOR			
Terms		Called In By		Page					
NET 30 DAYS		SCOTT		1					
Ordered	Unit	Shipped	B/O	Part Number	Description	Price	Disc.	Extension	Cd
1	EA	1		STB N89ORK	KIT	26.59		26.59	T

WE ARE NOW A FULL-LINE STOCKING DISTRIBUTOR OF PROTO  
 HAND TOOLS. CALL US FOR ANY OF YOUR HAND TOOL NEEDS.

1706  
 060 011  
 C

Subtotal	Tax	Incoming S&H	Outgoing S&H	Labor	Deposit	Disposal Fee	Total
26.59	1.46						28.05

Prices: C=Per Hundred M=Per Thousand Codes: T=Taxable N=New C=Core D=Defective R=Recall





Bangor  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

Order No **9471165**  
 Order Date **10/20/2017**  
 Customer **1056242-335**  
 Your Ref  
 Delivery **On 10/20/2017**  
 Taken By **CHIP CLARK BGR x112**  
 Sales Rep **RON ABBOTT x107 BGR**

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



<b>Delivery Instructions</b>	<b>Notes</b>
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	SBS006P	BOSCH 6 PC RAPID FEED SPADE BIT SET  1706 060011 C	1 EA	20.54	EA	20.54

Customer Receipt

Total Amount	\$20.54
Sales Tax	\$1.13
Order Total	\$21.67

Goods received  
 in good condition

Signature \_\_\_\_\_



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,

MMP Services  
 785 Red Bridge Rd  
 Ellsworth, ME 04605

# Invoice

Phone # 207-667-6763  
 Fax # 207-667-5907

millmark@millmarkproducts.com

Date	Invoice #
10/24/2017	90553764

<b>Bill To</b>
a Dunbar & Brawn Construction Nick Barboza 223 Hildreth street North Bangor, ME 04401

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
4512207	Due on receipt	LP	10/24/2017	route 1		

Quantity	Item Code	Description	Price Each	Amount
1	Saws 24-30Carbide	Saws, 24-30 Carbide Tips	19.50	19.50
1	Saws 24-30Carbide	Saws, 24-30 Carbide Tips	19.50	19.50
1	Saws 42-48Carbide	Saws, 42-48 Carbide Tips	23.50	23.50
		Subtotal		62.50
		Sales Tax	5.50%	0.00

1706  
 060 611  
 C

<b>Total</b>	\$62.50
--------------	---------



**Bangor**  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

**Order No** 9435105  
**Order Date** 10/17/2017  
**Customer** 1056242-335  
**Your Ref**  
**Delivery** On 10/17/2017  
**Taken By** JOHN PARSONS BGR x104  
**Sales Rep** RON ABBOTT x107 BGR

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE

This is a reprint



<b>Delivery Instructions</b>	<b>Notes</b>
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	E95BP2	ENERGIZER D ALKALINE BATTERY 2/CARD	3 CRD	5.6567	CRD	16.97

1706  
060213  
C

Customer Receipt

<b>Total Amount</b>	\$16.97
<b>Sales Tax</b>	\$0.93
<b>Order Total</b>	\$17.90

Goods received in good condition

Signature \_\_\_\_\_



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To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,

MMP Services  
 785 Red Bridge Rd  
 Ellsworth, ME 04605

# Invoice

Phone # 207-667-6763  
 Fax # 207-667-5907

Date	Invoice #
10/5/2017	90553729

millmark @ millmarkproducts.com

Bill To
Dunbar & Brawn Construction Nick Barboza 223 Hildreth street North Bangor, ME 04401

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
1512207	Due on receipt	LP	10/5/2017	route 1		

Quantity	Item Code	Description	Price Each	Amount
1	Saws 80-88Carbide	Saws, 80-88 Carbide Tips Sales Tax	31.50 5.50%	31.50 0.00
		706 060 013 C		

**Total**  \$31.50

Supplies. Service. Solutions.

# NHBRAGG

Industrial & Safety Supplier since 1854

1706  
060013  
LMC

92 PERRY RD  
BANGOR, ME 04401  
207-947-8611  
1-877-642-7244

107 PLEASANT HILL RD  
SCARBOROUGH, ME 04074  
207-289-3154  
1-800-249-6208

REMIT TO: 92 PERRY RD. BANGOR, ME 04401

**SOLD TO:** DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME 04401

**SHIP TO:**

CUST. NO.	INVOICE DATE	INVOICE NO.	YOUR ORDER NO.	SLSMN	SHIPPED VIA	SHIPPED FROM		
19068-00	10/31/17	884330-00	HERMON ELEM	JJI		BANGOR		
TERMS		CALLED IN BY		RECEIVED BY			PAGE	
NET 30 DAYS		LCW	731905				1	
ORDERED UNIT	SHIPPED	B/O	DESCRIPTION	LIST	NET	DJSC	EXTENSION	CODE
*** THIS IS A SHIPPING DOCUMENT ONLY. YOUR INVOICE WILL BE MAILED. ***								
1	EA	1	DCW DCK299P2 DRILL/DRV/HRM/IMPACT, 5.0, BRUSHLESS	E63D	698.00	299.00	299.00	T
1	EA	1	DEW DCB204 BATTERY, LI-ION, 20V MAX, 1.0AH	E63J	190.00	.00	.00	T
<b>SUBTOTAL</b>		<b>TAX</b>	<b>INCOMING S &amp; H</b>	<b>OUTGOING S &amp; H</b>	<b>LABOR</b>	<b>DEPOSIT</b>	<b>DISPOSAL FEE</b>	<b>TOTAL</b>
299.00		16.45						315.45

Code: T = Taxable N = New Item C = Core D = Defective  
Prices: C = Per Hundred M = Per Thousand

Late Payment **FINANCE CHARGE** is computed by a "Periodic Rate" of 1 1/2% per month which is an **ANNUAL PERCENTAGE RATE** of 18% applied to unpaid balance of 30 days or more past due date as of the billing date appearing on the statement.

**NO GOODS RETURNED WITHOUT OUR CONSENT**

While the manufacturer may warrant the goods sold to the customer, N.H. Bragg & Sons makes no warranties, expressed or implied, with respect to such goods.

10/31 10:52

ORIGINAL INVOICE



INVOICE NUMBER: 4610457136  
 INVOICE DATE: 10/25/2017  
 CUSTOMER P.O. NUMBER:  
 1706 anchor bolts  
 CUSTOMER ACCT: 10777605

DUNS: 00-117-3525  
 FEDERAL ID: 06-0732334

Delivery Address:

DUNBAR & BRAUN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

DUNBAR & BRAUN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714  
 ATTN: SCOTT JIPSON  
 207-947-5789

HILTI SALES REP: COLBY EVANS, TUS0311002	ORDER NUMBER: 518593628
PAYMENT TERMS: 30 DAYS NET	LOCATION ID: 21483891
INVOICE DUE DATE: 11/24/2017	
SHIPMENT NUMBER APPEARS ON PACKING SLIP(S) USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.	

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
410332	SHIPMENT NUMBER: 312926506 DEPTH GAUGE TE 70 / TE 80 FREIGHT  1706 060 013 C	1 EA	1 EA	50.31	50.31 50.00	A

Taxes	State: ME 5.50 % \$ 2.77	County: 0.00 % \$ 0.00	City: 0.00 % \$ 0.00
*	A - Taxable	B - Non-Taxable	C - Limited Shelf Life
	D - Non-Domestic Source	E - Non-Domestic Source NATO Exception	
<b>SUB TOTAL</b>		<b>TOTAL TAX</b>	<b>TOTAL AMOUNT (USD)</b>
\$100.31		\$2.77	\$103.08

Product Sales 800-879-8000 Hilti Credit Dept 800-950-6196 Mail all written inquiries to Hilti SDS available at www.us.hilti.com Fax certificate to Tax Dept or mail with Website www.us.hilti.com Hilti Credit Fax 918-252-3810 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax 800-950-6605 payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10777605	4610457136	10/25/2017		\$103.08	

BILL TO: DUNBAR & BRAUN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

Delivery Address: DUNBAR & BRAUN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714  
 ATTN: SCOTT JIPSON  
 207-947-5789

Please make checks payable to Hilti and remit in USD  
 A fee of \$ 25.00 is assessed for return checks  
 Material returns after 90 days are subject to a \$ 125 restocking fee. Chemicals returnable within 14 days by the case only. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

REMIT TO

HILTI INC.  
 PO BOX 11870  
 NEWARK NJ 07101-8800



1 10777605 4610457136 10252017 0000010308

Supplies. Service. Solutions.

# NHBRAGG

Industrial & Safety Supplier since 1854

92 PERRY RD  
BANGOR, ME 04401  
207-947-8611  
1-877-642-7244

107 PLEASANT HILL RD  
SCARBOROUGH, ME 04074  
207-289-3154  
1-800-249-6208

REMIT TO: 92 PERRY RD. BANGOR, ME 04401

**SOLD TO:** DUNBAR & BRAUN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME 04401

**SHIP TO:** 1706 1706  
060 014 010 040  
C C  
\$303.05 \$123.41

CUST NO.	INVOICE DATE	INVOICE NO.	YOUR ORDER NO.	SLSMN	SHIPPED VIA	SHIPPED FROM		
19068-00	10/20/17	881371-00	1706	TCR	CALL FOR BANGOR	BANGOR		
TERMS		CALLED IN BY		RECEIVED BY		PAGE		
NET 30 DAYS		BJD		730776		1		
ORDERED UNIT	SHIPPED	B/O	DESCRIPTION	LIST	NET	DJSC	EXTENSION	CODE
*** THIS IS A SHIPPING DOCUMENT ONLY. YOUR INVOICE WILL BE MAILED. ***								
4	EA	3	1 DBI 124430E LANYARD, SHOCKWAVE 2,6', SNAP HK, 3600	C60B 106.00	93.10		279.30	T
1	EA	1	HOU 10534 PILOT, CUTTER, 1/2-11/16, 2"D, OLD STYL	C35A 4.38	7.95	060014	7.95	T
12	PR	12	MEM 9690YL GLOVES, LATEX, HI-VIS, FLEX, INS., LARGE	E71A 4.38	2.92		35.04	T
10	PR	10	MEM 9690YXL GLOVES, LATEX, HI-VIS, FLEX, INS., XL	E71A 4.38	2.92		29.20	T
6	EA	6	PIP 302-MVGLY-XL VEST, CL2, MESH, LIME, H&L, NO POCKET	E65C 7.75	4.26		25.56	T
1	EA	1	PIP 302-0702LY/XL VEST, CL2, MESH, LIME, H&L, 2 POCKET	E65B 8.73	4.80		4.80	T
3	EA	3	PIP 302-MVGLY-L VEST, CL2, MESH, LIME, H&L, NO POCKET	E65C 7.75	4.26		12.78	T
Continued on page 2								
SUBTOTAL	TAX	INCOMING S & H	OUTGOING S & H	LABOR	DEPOSIT	DISPOSAL FEE	TOTAL	

Code: T = Taxable N = New Item C = Core D = Defective  
Prices: C = Per Hundred M = Per Thousand

Late Payment FINANCE CHARGE is computed by a "Periodic Rate" of 1% per month which is an ANNUAL PERCENTAGE RATE of 18% applied to unpaid balance of 30 days or more past due date as of the billing date appearing on the statement.

10/20 10:55

NO GOODS RETURNED WITHOUT OUR CONSENT

While the manufacturer may warrant the goods sold to the customer, N.H. Bragg & Sons makes no warranties, expressed or implied, with respect to such goods.

INVOICE

Supplies. Service. Solutions.

# NHBRAGG

Industrial & Safety Supplier since 1854

Please remit to:

**N H BRAGG**

92 PERRY ROAD, PO Box 927  
 BANGOR, ME 04402-0927  
 (207) 947-8611

**Sold To** DUNBAR & BRAUN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME 04401

**Ship To**

Account No.	Invoice Date	Invoice No.	Your Order No.	Salesman	Shipped Via	Shipped From			
19068-00	10/25/17	881371-01	1706	TCR	CALL FOR BANGOR	SCARBOROUGH			
Terms		Called In By				Page			
NET 30 DAYS		BUD				1			
Ordered	Unit	Shipped	B/O	Part Number	Description	Price	Disc	Extension	Cd
1	EA	1		DBI 1244306	LANYARD, SHOCKWAVE 2,6', SNAP HK, 3600	93.10		93.10	T

WE ARE NOW A FULL-LINE STOCKING DISTRIBUTOR OF PROTO  
 HAND TOOLS. CALL US FOR ANY OF YOUR HAND TOOL NEEDS.

1706  
 060 014  
 C

Subtotal	Tax	Incoming S&H	Outgoing S&H	Labor	Deposit	Disposal Fee	Total
93.10	5.12						98.22

Prices: C=Per Hundred M=Per Thousand Codes: T=Taxable N=New C=Core D=Defective R=Recall



Supplies. Service Solutions.

# NHBRAGG

Industrial & Safety Supplier since 1854

92 PERRY RD  
BANGOR, ME 04401  
207-947-8611  
1-877-642-7244

107 PLEASANT HILL RD  
SCARBOROUGH, ME 04074  
207-289-3154  
1-800-249-6208

REMIT TO: 92 PERRY RD. BANGOR, ME 04401

**SOLD TO:** DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME 04401

**SHIP TO:**

CUST. NO.	INVOICE DATE	INVOICE NO.	YOUR ORDER NO.	SLSMN	SHIPPED VIA	SHIPPED FROM		
19068-00	10/20/17	881371-00	1706	TCR	CALL FOR BANGOR	BANGOR		
TERMS		CALLED IN BY		RECEIVED BY		PAGE		
NET 30 DAYS		BUD		73077E		2		
ORDERED UNIT	SHIPPED	B/O	DESCRIPTION	LIST	NET	DISC	EXTENSION	CODE
2	EA	2	PIP 302-0702LY/L VEST, CL2, MESH, LIME, H&L, 2 POCKET	E65B 8.73	4.80		9.60	T
BACKORDERED ITEMS WILL BE FURNISHED AS SOON AS AVAILABLE UNLESS YOU NOTIFY US TO CANCEL.								
SUBTOTAL		TAX	INCOMING S & H	OUTGOING S & H	LABOR	DEPOSIT	DISPOSAL FEE	TOTAL
404.23		22.23						426.46

Code: T = Taxable N = New Item C = Core D = Defective  
Prices: C = Per Hundred M = Per Thousand

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10/20 10:55

NO GOODS RETURNED WITHOUT OUR CONSENT

While the manufacturer may warrant the goods sold to the customer, N.H. Bragg & Sons makes no warranties, expressed or implied, with respect to such goods.



4803 N. Cooper Ave.  
 Oklahoma City, OK 73118  
 PH: (405)528-4671  
 FX: (405)528-1796  
 email@EllisOK.com  
 www.EllisOK.com

# INVOICE

DATE	INVOICE #
10/12/2017	44266

"Shoring & Bracing Specialists Since 1951"

**PAID**  
 10/16/2017

<b>BILL TO</b>	<b>SHIP TO</b>
Dunbar & Brawn 223 Hildreath St. N. Bangor, ME 04401	Dunbar & Brawn 223 Hildreath St. N. Bangor, ME 04401

P.O. NUMBER	TERMS	REP	SHIP	VIA	PROJECT
Dunbar & Brawn	Visa	TLF	10/12/2017	Fed-X Freight	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
200	WB-NI Outbound	Wall Brace Outbound Freight Charges	21.25 668.69	4,250.00 668.69
		1706 060 132 C		

Thank you for your business! Please note, returns will not be received or credited without our written or emailed consent. Refunds for products returned will be subject to a 15% restocking plus a deduction for all freight charges. All claims for shortages or damages must be made by phone and email within 7 days from the date products are received.

<b>TOTAL</b>	<b>\$4,918.69</b>
--------------	-------------------



**Bangor**  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

**Order No** 9255575  
**Order Date** 09/23/2017  
**Customer** 1056242-335  
**Your Ref**  
**Delivery** On 09/23/2017  
**Taken By** RON ABBOTT BGR x107  
**Sales Rep** RON ABBOTT x107 BGR

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



<b>Delivery Instructions</b>	<b>Notes</b>
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	07961730638	3/4"X36" WRECKING BAR	1 EA	16.54	EA	16.54
		1706 190 001 C				

Customer Receipt

<b>Total Amount</b>	\$16.54
<b>Sales Tax</b>	\$0.91
<b>Order Total</b>	\$17.45

Goods received in good condition

Signature \_\_\_\_\_



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**Bangor**  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

**Order No** 9262950  
**Order Date** 09/25/2017  
**Customer** 1056242-335  
**Your Ref**  
**Delivery** On 09/25/2017  
**Taken By** RON ABBOTT BGR x107  
**Sales Rep** RON ABBOTT x107 BGR

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



Delivery Instructions	Notes
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE	

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	GS4	1"X1"X48" HARDWOOD GRADE STAKE 25PC/BDL  1706 CO #1 C	1 BDL	23.96	BDL	23.96

Customer Receipt

Total Amount	\$23.96
Sales Tax	\$0.00
Order Total	\$23.96

Goods received in good condition

Signature \_\_\_\_\_



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,

# Dunbar & Brawn Construction

223 Hildreth St. North  
Bangor, Maine 04401  
Tel: (207) 947-5789  
Fax: (207) 947-2786



## INVOICE

TO: Town of Hermon  
333 Billings Road  
Hermon, Maine 04401

10/31/2017  
Job # 1706

ATTN: Howard Kroll

Description: Rental Equipment for Oct 2017

This is the progress billing for the rental of Dunbar & Brawn Construction's owned equipment.

1 ea box truck (010 038), 2 days @ \$270.00	\$ 540.00
1 ea rack truck (010 038), 3 days @ \$270.00	\$ 642.86
1 ea fork truck (060 013), 2 days @ \$178.00	\$ 356.00

**Total Due**

**\$ 1,538.86**

Yours truly,

A handwritten signature in black ink, appearing to read 'Alan Brawn', with a long horizontal flourish extending to the right.

Alan Brawn  
VP/CFO



PC#: 0293  
 1216 HAMMOND ST  
 BANGOR, ME 04401-5708  
 207-945-5635

**SUNBELT RENTALS, INC.**

Salesman: 029304 TREGO, PAUL (293)  
 Typed By: RBELLAVANC

**Job Site:**

HERMON ELEMENTARY SCHOOL  
 BILLINGS RD  
 BANGOR, ME 04401

C#: 207-947-5789 J#: 207-947-5789

**RENTAL OUT**



Contract #.. 73354115  
 Contract dt. 10/17/17  
 Date out.... 10/18/17 10:00 AM  
 Est return.. 11/13/17 10:00 AM  
 Job Loc..... BILLINGS RD, BANGOR  
 Job No..... 1 - HERMON ELEMENTAR  
 P.O. #.....  
 Ordered By.. DETOUR, BUDDY  
 NET DUE UPON RECEIPT

**Customer: 4044098**

DUNBAR & BRAWN CONSTRUCTION, L  
 223 HILDRETH ST. NORTH  
 BANGOR, ME 04401

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	19' ELECT SCISSORLIFT 1049060 Make: JLG Model: 1930ES Ser #: M200014009 SCISSORLIFT 19', JLG, 1930ES, ELEC, NMT, AMBE, TRVA HR OUT: 1.300	140.00	140.00	255.00	450.00	450.00
1.00	19' ELECT SCISSORLIFT 1049063 Make: JLG Model: 1930ES Ser #: M200013627 SCISSORLIFT 19', JLG, 1930ES, ELEC, NMT, AMBE, TRVA HR OUT: 1.800	140.00	140.00	255.00	450.00	450.00
1.00	19' ELECT SCISSORLIFT 1049069 Make: JLG Model: 1930ES Ser #: M200013804 SCISSORLIFT 19', JLG, 1930ES, ELEC, NMT, AMBE, TRVA HR OUT: 1.700	140.00	140.00	255.00	450.00	450.00
1.00	19' ELECT SCISSORLIFT 1049070 Make: JLG Model: 1930ES Ser #: M200013805 SCISSORLIFT 19', JLG, 1930ES, ELEC, NMT, AMBE, TRVA HR OUT: 1.900	140.00	140.00	255.00	450.00	450.00
1.00	25-27' RT SCISSOR 1029708 Make: GENIE Model: GS2669RT Ser #: GS69F-12395 SCISSORLIFT RT 25-27, GENIE, GS2669RT, DSL, 4X4, FFT, TRVA HR OUT: 25.000	245.00	245.00	650.00	1025.00	1025.00
1.00	25-27' RT SCISSOR 237446 Make: JLG Model: 260MRT Ser #: 0200189608 SCISSORLIFT RT 25-27, JLG, 260MRT, 4X4, DF HR OUT: 2774.200	245.00	245.00	650.00	1025.00	1025.00

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

IF THE EQUIPMENT DOES NOT WORK  
 PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
 OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
 REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \*Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
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Customer is declining Rental Protection Plan (See reverse side for details) \_\_\_\_\_ (Customer Initials)

**Continued on the next page...**



PC#: 0293  
 1216 HAMMOND ST  
 BANGOR, ME 04401-5708  
 207-945-5635

**SUNBELT RENTALS, INC.**

Salesman: 029304 TREGO, PAUL (293)  
 Typed By: RBELLAVANC

**Job Site:**

HERMON ELEMENTARY SCHOOL  
 BILLINGS RD  
 BANGOR, ME 04401

C#: 207-947-5789 J#: 207-947-5789

**RENTAL OUT**



Contract #.. 73354115  
 Contract dt. 10/17/17  
 Date out.... 10/18/17 10:00 AM  
 Est return.. 11/13/17 10:00 AM  
 Job Loc..... BILLINGS RD, BANGOR  
 Job No..... 1 - HERMON ELEMENTAR  
 P.O. #.....  
 Ordered By.. DETOUR, BUDDY  
 NET DUE UPON RECEIPT

**Customer: 4044098**

DUNBAR & BRAWN CONSTRUCTION, L  
 223 HILDRETH ST. NORTH  
 BANGOR, ME 04401

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	25-27' RT SCISSOR 282279 Make: JLG Model: 260MRT Ser #: 0200164240 SCISSORLIFT RT 25-27, JLG, 260MRT, 4X4, DF, FFT HR OUT: 3486.200	245.00	245.00	650.00	1025.00	1025.00
1.00	25-27' RT SCISSOR 356461 Make: JLG Model: 260MRT Ser #: 0200194542 SCISSORLIFT RT 25-27, JLG, 260MRT, 4X4, DF, FFT HR OUT: 1905.600	245.00	245.00	650.00	1025.00	1025.00
1.00	60' STR MANLIFT 768083 Make: JLG Model: 600S Ser #: 0300209416 MANLIFT STR 60', JLG, 600S, DSL, 4X4, FFT, SKYP, COLD, TRVA HR OUT: 770.100	550.00	550.00	1300.00	2500.00	2500.00
<p>*** EQP MSG ***                      * Familiarization of the equipment stated on this contract has been offered to the customer.                      * An Operator's Manual and the Manual of Responsibilities has been provided with the equipment stated on this contract.                      * OSHA 1926.453 &amp; ANSI Regulation A92 requires All Boom Lift occupants of the platform to wear Personal Fall Protection. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.</p>						
Rental Sub-total:						8400.00

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

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Continued on the next page...

Not for use as a substitute for the rental agreement. All equipment is subject to availability. Sunbelt Rentals, Inc. 2017-10-18



PC#: 0293  
 1216 HAMMOND ST  
 BANGOR, ME 04401-5708  
 207-945-5635

**SUNBELT RENTALS, INC.**

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 Typed By: RBELLAVANC

Job Site:  
 HERMON ELEMENTARY SCHOOL  
 BILLINGS RD  
 BANGOR, ME 04401

C#: 207-947-5789 J#: 207-947-5789

Customer: 4044098  
 DUNBAR & BRAWN CONSTRUCTION, L  
 223 HILDRETH ST. NORTH  
 BANGOR, ME 04401

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 P.O. #.....  
 Ordered By.. DETOUR, BUDDY  
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	23.000		23.00	
1	TRANSPORTATION SURCHARGE ENVIRONMENTAL ENVIRONMENTAL	EA	117.600		117.60	
DELIVERY CHARGE						115.00
PICKUP CHARGE						115.00
Sub-total:						8770.60
Total:						8770.60

Currently, Pay on Return per gallon prices are:  
 GAS: \$7.850, DIESEL: \$8.250, KEROSENE: \$6.100, PROPANE: \$6.500  
 However, Customer agrees to pay Sunbelt's Pay on Return per gallon price in place at time of return of the Equipment.

All amounts are in USD 1706  
 060 011 \$797.32  
 060 013 \$797.32  
 060 014 \$797.32  
 060 017 \$797.32  
 060 002 \$797.32  
 060 023 \$797.32  
 060 117 \$797.32  
 070 003 \$797.32  
 070 045 \$797.32  
 070 013 \$797.32  
 060 020 \$797.40  
 LM

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

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Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Rate





P.O. Box 418827  
Boston, MA 02241-8827

# Picking / Shipping Ticket

TAKERBY	ORDER#	
JTK2	4091881-00	
ORDER DATE	CUSTOMER POS	EXPIRE
10/23/17	1706	1

CUST# 420800

Date and Time printed: 10/23/17 05:25

REL TO: DUNBAR & BRAWN CONSTR  
225 HILDRETH STREET NORTH  
BANGOR, ME 04401

CORRESPONDENCE TO: A.H. Harris & Sons, Inc.  
A.H. Harris 8057 Bangor  
284 Penry Rd  
Bangor, ME 04401-6736  
(207)262-6276

SHIP TO: DUNBAR & BRAWN CONSTR  
#1706 HERMON ELEM. SCHOOL ADD  
295 BILLINGS ROAD  
BANGOR, ME 04401  
WESLEY DETOUR

SHIP POINT		INSTRUCTIONS	
A.H. Harris 8057 Bangor		PO BY RICH.	
SHIP VIA	REQUEST DATE	EXPIRE	TERMS
Cust Pick Up	10/26/17	10/28/17	NET 30

LINE NO.	BIN LOCATION	PART NUMBER	PRODUCT DESCRIPTION	QUANTITY ORDERED	UNIT OF MEAS	QUANTITY SHIPPED	QUANTITY P.O.	EXTENDED PRICE	WEIGHT	LINE NO.
50A	701 /	1112190100	FIBRE EXP JTY 1 1/2" x 48" 10 P/58# 40YSKD	1.00	SF	1.00	0.00	32.20	41.62500	1

*1706*  
*030514*  
*M*

Total  
INVOICE TOTAL 32.20

Last Page	Picker	Total H/M Weight	0.0000
	Date	Total Weight	41.62500
Customer's Signature <i>X</i>	EMERGENCY RESPONSE NUMBER CHEMTREK 1-800-424-9300		Delivered By
			Time and Date

Notwithstanding any different or additional terms that may be contained in your order, your order is accepted only on the express condition that you assent to the terms and conditions contained on this page and on the reverse side hereof. Subject to 1% (2% per month) late charges if not paid within terms. Merchandise cannot be returned without authorization. Transportation charges must be prepaid on returned goods. Credit will be based on invoice date unless otherwise specified. All prices are subject to change without notice.

1106  
050 113  
M  
WM

**STILLWATER METALWORKS**  
108 Florida Avenue  
Bangor, ME 04401  
207-262-5555  
stillwatermetalworks@midmaine.com

# INVOICE

**BILL TO**

Scott Dunbar  
Dunbar and Brawn  
16 Elizabeth Ave.  
Bangor, Me. 04401

**INVOICE #** 1751

**DATE** 10/23/2017

**DUE DATE** 11/22/2017

**TERMS** 2% 10 Net 30

---

**P.O. NUMBER**

Hermon Elementary

ACTIVITY	QTY	RATE	AMOUNT
<b>Material</b> structural steel for Hermon Elementary	1	5,200.00	5,200.00

Thank you for the work!!

**BALANCE DUE**

**\$5,200.00**



Bangor  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Delivered Order

Order No **9086547**  
 Order Date **09/19/2017**  
 Customer **1056242-335**  
 Your Ref  
 Delivery **On 10/09/2017**  
 Taken By **RON ABBOTT BGR x107**  
 Sales Rep **RON ABBOTT x107 BGR**

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



**Delivery Instructions**  
 OR 10-10 CALL 991-8050 TO MEET YOU THERE. BANGOR- RIGHT OUT OF DRIVE PAST TTBA RIGHT ONTO HILDRETH ST NORTH. TAKE TO DUNBAR SHOP.

**Notes**  
 PLASE MAKE SURE IT IS WRAPPED.

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	12ZIP	4X8 ZIP PANEL 1/2" BROWN FACE WALL/ROOF	40 EA	33.2778	EA	1,331.11

1706  
060 002  
M

*[Handwritten Signature]*

Customer Receipt

Total Amount	\$1,331.11
Sales Tax	\$0.00
Order Total	\$1,331.11

Goods received in good condition

Signature \_\_\_\_\_



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

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Crescent Lumber - Stillwater 1706  
 P.O. BOX 29 060 011 M  
 STILLWATER, ME 04489 LM  
 207-827-8088

**INVOICE**

Customer Copy

Invoice #	118915
Date	10/18/17
Page #	1

www.crescentlumberco.com

Sold To: DUNBAR & BRAWN CONSTRUCTI  
 223 HILDRETH ST. NORTH  
 BANGOR, ME 04401

Ship To: BUD

Cust: DUNBRA	Ship date: ASAP	Ship via:
Salesman: SES	PO No.: 1706	Terms: NET 30 DAYS

Quantity	Unit	Item Number	Description	Price	Unit	Extension
10	EACH	20814RH	2x8x14' HEMLOCK ROUGH	10.27	EACH	102.70

**INVOICE**

Str: 2    Reg: 22    Drw: 22    Usr: NC    15:41  
 AR    108.35

Sale Amt	102.70
Sales Tax	5.65
Total	108.35
Pmt Rec'd	.00
Bal Due	108.35

Received by:

REPAIR INVOICE



INVOICE NUMBER: 4610383794  
 INVOICE DATE: 10/10/2017  
 CUSTOMER P.O. NUMBER:  
 1706  
 CUSTOMER ACCT: 10777605

DUNS: 00-117-3526  
 FEDERAL ID: 06-0732334

Delivery Address

DUNBAR & BRAWN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

DUNBAR & BRAWN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

1706  
 060 011  
 M

HILTI SALES REP: COLBY EVANS, TUS0311002	NOTIFICATION NUMBER: 26745418
PAYMENT TERMS: 30 DAYS NET	ORDER NUMBER: 7210005642
INVOICE DUE DATE: 11/09/2017	LOCATION ID:
SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.	

Tool Type: ST 2500	Serial Number: 14008					
Description: METAL SCREWDRIVER ST 2500 120V	Price Proposal: LTS REP. COST LIMIT					
Repair Center: HILTI RC HARRISBURG						
Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
73328	SHIPMENT NUMBER: 7100313839 SUPPLY CORD (REPAIR PART)	1 EA	1 EA	13.43	13.43	A
346921	SLEEVE (REPAIR PART)	1 EA	1 EA	7.28	7.28	A
240582	SPARES PACK	1 EA	1 EA	5.66	5.66	A
333722	LABOR SCREW STEEL/METAL	1 500 EA	1 500 EA	35.75	53.63	B
	FREIGHT				20.00	
Taxes: State ME 5.50% S 1.83 County 0.00% S 0.00 City 0.00% S 0.00						
* A - Taxable B - Non-Taxable C - Limited Shelf Life D - Non-Domestic Source E - Non-Domestic Source NATO Exception						
SUB TOTAL		TOTAL TAX		TOTAL AMOUNT (USD)		
\$100.00		\$1.83		\$101.83		

Product Sales 800-879-8000 Hilti Credit Dept 800-950-6196 Mail all written inquiries to Hilti SDS available at www.us.hilti.com Fax certificate to Tax Dept or mail with Website www.us.hilti.com Hilti Credit Fax 918-252-3810 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax 800-950-6605 payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10777605	4610383794	10/10/2017		\$101.83	

BILL TO: DUNBAR & BRAWN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

Delivery Address: DUNBAR & BRAWN CONST  
 223 HILDRETH ST N  
 BANGOR ME 04401-8714

Please make checks payable to Hilti and remit in USD. A fee of \$ 25.00 is assessed for return checks. Material returns after 90 days are subject to a \$ 125 restocking fee. Chemicals returnable within 14 days by the case only. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

REMIT TO

HILTI INC.  
 PO BOX 11870  
 NEWARK NJ 07101-8800



1 10777605 4610383794 10102017 0000010183



**Bangor**  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Delivered Order

**Order No** 9450390  
**Order Date** 10/18/2017  
**Customer** 1056242-335  
**Your Ref**  
**Delivery** On 10/19/2017  
**Taken By** RON ABBOTT BGR x107  
**Sales Rep** RON ABBOTT x107 BGR

**Sold To**  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



**Delivery Instructions**  
 HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO  
 BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE

**Notes**

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	2416KS	2X4-16' K.D. SPRUCE <i>060132</i>	320 EA	8.3111	EA	2,659.56
2	21012KS	2X10-12' K.D. SPF/HF	212 EA	15.7889	EA	3,347.24
3	21014KS	2X10-14' K.D. SPF/HF <i>060131</i>	30 EA	19.1667	EA	575.00
4	DOWSILL	FOAM SILL SEALER 5 1/2X50' <i>060131</i>	15 RL	4.6887	RL	70.33

*1706 060 132 M \$2,659.56*  
*1706 060 131 M \$3,922.24*

*1706 060 013 M \$70.33*

Total Amount	\$6,652.13
Sales Tax	\$0.00
Order Total	\$6,652.13

Goods received  
 in good condition  
 Signature \_\_\_\_\_



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Bangor  
1087 Hammond Street  
Bangor, Maine 04401  
(207) 945-9416

# Charge Yard Pick Up Order

Order No **9506260**  
Order Date **10/25/2017**  
Customer **1056242-335**  
Your Ref **1705-BSB**  
Delivery **On 11/16/2017**  
Taken By **RON ABBOTT BGR x107**  
Sales Rep **RON ABBOTT x107 BGR**

**Sold To**  
DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME, 04401

**Job Site**  
DUNBAR - HERMON ELEMENTARY  
235 BILLINGS ROAD  
HERMON, MAINE



**Delivery Instructions**  
HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO  
BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE

**Notes**

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	2612KS	2X6-12' K.D. SPRUCE	189 EA	10.2889	EA	1,944.60
2	448PT	PRESSURE TREATED 4X4-8'	2 EA	13.88	EA	27.76
3	34PT40	3/4" .40 PT PLYWOOD ULC NATURES WOOD <i>1706 2/25/17 M</i>	1 EA	75.28	EA	75.28

Customer Receipt

Total Amount	\$2,047.64
Sales Tax	\$0.00
Order Total	\$2,047.64

Goods received  
in good condition

Signature \_\_\_\_\_



Please visit [www.hammondlumber.com](http://www.hammondlumber.com) for a detailed consumer information sheet and important information regarding Hammond Lumber products

To ensure optimum performance and meet warranty requirements, all building materials must be handled, stored, prepared, installed and maintained according to the manufacturer's specifications. Please refer to the manufacturer's guidelines prior to construction. Information concerning proper handling, storage, installation and maintenance can be obtained by visiting the manufacturer's web site,

# Hammond Lumber Company

BANGOR

DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH STREET NORTH  
BANGOR, ME, 04401

AUBURN · BANGOR · BELGRADE · BOOTHBAY HARBOR  
BRUNSWICK · DAMARISCOTTA · FAIRFIELD  
FARMINGTON · GREENVILLE · PEMAQUID  
PORTLAND · SKOWHEGAN · WILTON

BILLING OFFICE 1-800-439-2354 (207) 495-3303

*Handwritten:*  
1706  
060 014  
LM M

*Handwritten:* Kama added 2x special truss

## Charge Invoice

**Invoice Date** 1247265  
10/17/2017

**Customer#** 1056242-335  
**Order #** 9350795  
**Shipment** 1

**Your Ref**  
**Taken By** RON ABBOTT BGR X107  
**Sales Rep** RON ABBOTT X107 BGR

**Job Site**  
DUNBAR - HERMON ELEMENTARY  
235 BILLINGS ROAD  
HERMON, MAINE

Line	Product	Qty	U/M	Description	Price	U/M	Total
1	zz_MAINELY_1231 2	1	EA	TRUSS ADDITION FOR 2-T03A/2-T04A/2-T04B	1,671.66	EA	1,671.66 D

Remit to: PO BOX 500 Belgrade, ME 04917

This account is to be paid in full by the 10th of the month following the date of billing, except as stated above. 1 1/2% LATE CHARGE per month after 30 days (18% ANNUAL RATE). In case of default the purchaser agrees to pay all collection costs including reasonable attorney fees

<b>Total Amount</b>	\$1,671.66
<b>Sales Tax</b>	\$0.00
<b>Invoice Total</b>	\$1,671.66





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# Charge Invoice

**Invoice Date**

**1247162**  
**10/17/2017**

**Customer#**  
**Order #**  
**Shipment**  
**Your Ref**  
**Taken By**  
**Sales Rep**  
**Job Site**

1056242-335  
 8998060  
 1

DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

1706 060 014 M  
 \$74,991.53  
 060 023 M  
 \$1,100  
 LMI

RON ABBOTT BGR X107  
 RON ABBOTT X107 BGR

DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE

Line	Product	Qty	U/M	Description	Price	U/M	Total
1	zz_MAINELY_1163 0	1	EA	MAINELY TRUSS QUOTE FOR SHOP DRAWINGS B172687	74,991.53	EA	74,991.53 D
2	zz_MAINELY_1206 1	1	EA	TRUSS TIEDOWNS AND STRAPS	1,100.00	EA	1,100.00 D

Remit to: PO BOX 500 Belgrade, ME 04917

This account is to be paid in full by the 10th of the month following the date of billing, except as stated above. 1 1/2% LATE CHARGE per month after 30 days. (18% ANNUAL RATE). In case of default the purchaser agrees to pay all collection costs including reasonable attorney fees.

Total Amount	\$76,091.53
Sales Tax	\$0.00
Invoice Total	\$76,091.53





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BILLING OFFICE 1-800-439-2354 (207) 495-3303

# Charge Invoice

**Invoice Date** 1254300  
 10/20/2017

**Customer#** 1056242-335  
**Order #** 9463585  
**Shipment** 1  
**Your Ref**  
**Taken By** RON ABBOTT BGR X107  
**Sales Rep** RON ABBOTT X107 BGR

DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE

Line	Product	Qty	U/M	Description	Price	U/M	Total
1	LVL117832	1	EA	1 3/4" X 11 7/8"-32' LVL 1/32  1706 060 117 M	182.13	EA	182.13 D

<b>Remit to: PO BOX 500 Belgrade, ME 04917</b>  This account is to be paid in full by the 10th of the month following the date of billing, except as stated above 1 1/2% LATE CHARGE per month after 30 days (18% ANNUAL RATE) In case of default the purchaser agrees to pay all collection costs including reasonable attorney fees	<b>Total Amount</b>	\$182.13
	<b>Sales Tax</b>	\$0.00
	<b>Invoice Total</b>	\$182.13





Bangor  
 1087 Hammond Street  
 Bangor, Maine 04401  
 (207) 945-9416

# Charge Yard Pick Up Order

Order No **9451205**  
 Order Date **10/18/2017**  
 Customer **1056242-335**  
 Your Ref  
 Delivery **On 10/18/2017**  
 Taken By **ERIC CHAPLES BGR x139**  
 Sales Rep **RON ABBOTT x107 BGR**

Sold To  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

Job Site  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE



**Delivery Instructions**  
 HERMON- RIGHT OUT OF STORE TO HERMON RIGHT ONTO  
 BILLINGS ROAD. ON RIGHT #235 JUST BEFORE GOLF COURSE

**Notes**

Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	203027S	RUSTO 17 OZ INDUSTRIAL CHOICE FLOUR ORANGE MARKING PAINT	2 EA	5.32	EA	10.64
2	16DH50	50# 16D DUPLEX NAIL <i>1706</i> <i>060132</i> <i>M</i>	1 BOX	73.28	BOX	73.28

Customer Receipt

Total Amount	\$83.92
Sales Tax	\$0.00
Order Total	\$83.92

Goods received  
 in good condition  
 Signature \_\_\_\_\_



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# Charge Invoice

**Invoice Date** 1227646  
 10/04/2017

**Customer#** 1056242-335  
**Order #** 9237375  
**Shipment** 2  
**Your Ref**  
**Taken By** RON ABBOTT BGR X107  
**Sales Rep** RON ABBOTT X107 BGR

**Job Site**  
 DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE

DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

Line	Product	Qty	U/M	Description	Price	U/M	Total
1	616U96	100	BAG	6 1/4X16X96 UNFACED BATT R19 96SF 9 PC/BAG 990785	36.9667	BAG	3,696.67 D
2	615UBATT87	149	BAG	6 1/4X15 1/4X93 UNF BATT R19 87.19SF 9PC/BG 991035	34.5111	BAG	5,142.16 D
3	623UBATT135	151	BAG	6 1/4X 23 1/4X 94 UNF BATT R19 135.11SF 9PC/BAG 990435	52.2777	BAG	7,893.94 D

1706  
 070 003  
 M

<b>Remit to: PO BOX 500 Belgrade, ME 04917</b>  This account is to be paid in full by the 10th of the month following the date of billing, except as stated above 1 1/2% LATE CHARGE per month after 30 days (18% ANNUAL RATE) In case of default the purchaser agrees to pay all collection costs including reasonable attorney fees	<b>Total Amount</b>	\$16,732.77
	<b>Sales Tax</b>	\$0.00
	<b>Invoice Total</b>	\$16,732.77





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BILLING OFFICE 1-800-439-2354 (207) 495-3303

1706  
 090 055  
 LM M

# Charge Invoice

Invoice  
 Date

1244887  
 10/16/2017

Customer#  
 Order #  
 Shipment  
 Your Ref  
 Taken By  
 Sales Rep  
 Job Site

1056242-335  
 9237376  
 1  
 RON ABBOTT BGR X107  
 RON ABBOTT X107 BGR

DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME, 04401

DUNBAR - HERMON ELEMENTARY  
 235 BILLINGS ROAD  
 HERMON, MAINE

Line	Product	Qty	U/M	Description	Price	U/M	Total
1	623UBATT135	56	BAG	6 1/4X 23 1/4X 94 UNF BATT R19 135.11SF 9PC/BAG 990435	52.2779	BAG	2,927.56 D

<b>Remit to: PO BOX 500 Belgrade, ME 04917</b>  This account is to be paid in full by the 10th of the month following the date of billing, except as stated above. 1 1/2% LATE CHARGE per month after 30 days. (18% ANNUAL RATE). In case of default the purchaser agrees to pay all collection costs including reasonable attorney fees.	<b>Total Amount</b>	\$2,927.56
	<b>Sales Tax</b>	\$0.00
	<b>Invoice Total</b>	\$2,927.56





F.W. Webb Company  
Bangor, ME 04401  
207-947-6905

ORIGINAL INVOICE

Customer P.O. Number 1706		Invoice No. 56194262	
Customer No. 117811	Ship Via PICK UP	Date Shipped 09/22/17	Invoice Date 09/25/17

Ship To  
SAME  
67 Target Industrial Circle  
BANGOR, ME 04401

BUDDY

117811  
DUNBAR & BRAWN CONSTRUCTION  
223 HILDRETH ST N  
BANGOR ME 04401-8714

12

PAGE 1 OF 1

Ordered	Shipped	B.O.	Description	Line #	Net Price	Extension
1	1	0	HND CLNR FAST ORG PUMICE LTN 1 P/I25218 68447	( 1 )	42.920	42.92
20	20	0	PIPE WHT PVC 6"x10' S40 PE P/P6DWV10 68828	( 2 )	5.490	109.80
1	1	0	CPLG 6" PVC HxH 100 PVC6CO 36182	( 3 )	20.080	20.08
<p>1706 190 001 M</p>						
Materials purchased hereon are subject to terms and conditions on back hereof. OP-002-1,REV.0				Freight/Handling 0.00	Tax <del>9.50</del>	Subtotal 172.80
						172.80 <del>182.30</del>

PAY THIS AMOUNT

REMITTANCE SLIP

Please detach at the perforation and remit this section with your payment.


Payment Terms  
2% 10th Prox. Net 25

Invoice Date 09/25/17	Invoice No. 56194262	Invoice Amount 182.30	AMOUNT REMITTED \$
Customer No. 117811	BR# 12	Customer Name DUNBAR & BRAWN CONSTRUCTION	Mail all remittances to: 160 Middlesex Turnpike Bedford MA 01730

SEE CONDITIONS OF SALE AND  
PAYMENT TERMS ON REVERSE

PAGE NO.	1
INVOICE NO.	5299392
INVOICE DATE	9/22/17
PACKING SLIP NO.	5299392
CUSTOMER NO.	24686
WAREHOUSE	210

**ORIGINAL INVOICE**



Everett J. Prescott Inc.  
32 Prescott Street  
P.O. Box 600  
Gardiner, Me. 04345-0600

REMIT TO > TEAM EJP Bangor, ME.  
E.J. PRESCOTT INC.  
P.O. BOX 350002  
BOSTON, MA

WAREHOUSE > TEAM EJP Bangor, ME.  
101 Target Circle  
Target Industrial Park  
Bangor, ME 04401-0000  
Telephone: 207-990-5000

02241-0502

SOLD TO >

SHIP TO >

DUNBAR & BRAWN CONST., INC.  
223 HILDRETH ST. NORTH  
BANGOR, ME

04401

Customer Pickup

CUSTOMER P.O. NO.	JOB NAME	JOB NO.	SLS.	DATE DUE	DATE SHIPPED	SHIPPING METHOD
1706	1706		HSE	10/22/17	9/22/17	Pickup

LINE	PRODUCT NUMBER	ITEM DESCRIPTION	UOM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	27115 1	4 SW PVC HXH CPLG SDR35 SWR	EA	2	3.00	6.00
2	27196	6 RT PVC BXB REPAIR CPLG SWR	EA	4	19.98	79.92

1706  
190 001  
M

RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR  
LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!

**THANK YOU  
FOR YOUR BUSINESS!**  
PLEASE NOTE: OUR TERMS  
ARE NET 30 DAYS. YOUR  
HELP IS NEEDED AND

AMOUNT	85.92
TAX	4.73
FREIGHT	.00
TOTAL	.00

SERVICE CHARGE IS 1 1/2% PER MONTH (18 % A.P.R.) ON THE BALANCE OVER 30 DAYS OF AGE. THE BUYER AGREES TO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE



1706  
 010 007 \$1,235.65 S  
 015 400 \$1,235.65 S  
 LM

# INVOICE

Remit Payment to:  
 S. W. Cole Engineering, Inc.  
 37 Liberty Drive  
 Bangor, ME 04401-5784  
 207-848-5714  
 EIN: 01-0363633

SCOTT DUNBAR  
 DUNBAR & BRAWN CONSTRUCTION  
 223 HILDRETH STREET NORTH  
 BANGOR, ME 04401

Invoice: 82468  
 Invoice Date: 10/10/2017  
 P.O. Number:

Project: 17-0503.1 Hermon ME - Elementary School - Construction Materials Testing Services

Project Manager: Bragg, Russell L.

For Professional Services Provided Through 10/07/2017

## Professional Services

Date	Staff Name	Labor Description	Comments	Hours	Rate	Amount
09/11/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
09/12/17	Higgins, Sharon L.	Word Processing		.50	40.00	\$20.00
09/13/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
09/14/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
09/18/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
09/27/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
09/29/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
10/04/17	Higgins, Sharon L.	Word Processing		.25	40.00	\$10.00
10/04/17	Raymond, Christopher P.	Concrete Placement		3.75	58.00	\$217.50
10/05/17	Raymond, Christopher P.	Cylinder Pickup		.50	58.00	\$29.00
09/12/17	Roundy, Matthew S.	Field Density Testing		1.75	58.00	\$101.50
09/13/17	Roundy, Matthew S.	Field Density Testing		1.25	58.00	\$72.50
09/26/17	Roundy, Matthew S.	Concrete Placement		4.00	58.00	\$232.00
09/27/17	Roundy, Matthew S.	Cylinder Pickup		.50	58.00	\$29.00
10/03/17	Roundy, Matthew S.	Concrete Placement		1.50	58.00	\$87.00
09/12/17	Stinson, Eric A.	Field Density Testing		1.50	58.00	\$87.00
09/15/17	Stinson, Eric A.	Field Density Testing		1.00	58.00	\$58.00
09/29/17	Stinson, Eric A.	Concrete Placement		4.00	58.00	\$232.00



## Professional Services

Date	Staff Name	Labor Description	Comments	Hours	Rate	Amount
10/02/17	Stinson, Eric A.	Cylinder Pickup		.50	58.00	\$29.00
09/11/17	Trébouet, Nicolas	Field Density Testing		3.00	58.00	\$174.00
09/14/17	Trébouet, Nicolas	Field Density Testing		1.75	58.00	\$101.50
09/18/17	Trébouet, Nicolas	Field Density Testing		1.25	58.00	\$72.50
<b>Total Professional Services</b>				<b>28.50</b>		<b>\$1,612.50</b>

## Other Direct Charges

		Expense		Qty	Rate	Amount
10/4/2017	Raymond, Christopher P.	Mileage		14.00	.560	\$7.84
	<i>Comment:</i>					
10/5/2017	Raymond, Christopher P.	Mileage		14.00	.560	\$7.84
	<i>Comment:</i>					
9/12/2017	Roundy, Matthew S.	Mileage		12.00	.560	\$6.72
	<i>Comment:</i>					
9/13/2017	Roundy, Matthew S.	Mileage		12.00	.560	\$6.72
	<i>Comment:</i>					
9/26/2017	Roundy, Matthew S.	Mileage		13.00	.560	\$7.28
	<i>Comment:</i>					
9/27/2017	Roundy, Matthew S.	Mileage		13.00	.560	\$7.28
	<i>Comment:</i>					
10/3/2017	Roundy, Matthew S.	Mileage		10.00	.560	\$5.60
	<i>Comment:</i>					
10/7/2017	S. W. Cole Engineering, Inc. Laboratory	Field Density Test - ASTM D6938		13.00	10.000	\$130.00
	<i>Comment:</i>					
10/7/2017	S. W. Cole Engineering, Inc. Laboratory	Concrete Cylinder Compression Test - ASTM C39 / AASHTO T22		25.00	16.000	\$400.00
	<i>Comment:</i>					
10/7/2017	S. W. Cole Engineering, Inc. Laboratory	Grain Size (Wet Sieve) - ASTM C117, C136 / AASHTO T11, T27		1.00	98.000	\$98.00
	<i>Comment: 20954B, Type D Gravel, Sitewerx - Delivered</i>					
10/7/2017	S. W. Cole Engineering, Inc. Laboratory	Lab M-D (Modified Proctor) - ASTM D1557 / AASHTO T180		1.00	130.000	\$130.00
	<i>Comment: 20954B, Type D Gravel, Sitewerx - Delivered</i>					
9/12/2017	Stinson, Eric A.	Mileage		12.00	.560	\$6.72
	<i>Comment:</i>					
9/15/2017	Stinson, Eric A.	Mileage		12.00	.560	\$6.72

	<i>Comment:</i>				
9/29/2017	Stinson, Eric A	Mileage	10.00	.560	\$5.60
	<i>Comment:</i>				
10/2/2017	Stinson, Eric A.	Mileage	8.00	.560	\$4.48
	<i>Comment:</i>				
9/11/2017	Truck 4, Company	Mileage	20.00	.560	\$11.20
	<i>Comment: Trebouet</i>				
9/14/2017	Truck 4, Company	Mileage	20.00	.560	\$11.20
	<i>Comment: Trebouet</i>				
9/18/2017	Truck 4, Company	Mileage	10.00	.560	\$5.60
	<i>Comment: Trebouet</i>				
<b>Total Other Direct Charges</b>					<u>\$858.80</u>
				<b>PROJECT SUBTOTAL</b>	<u>\$2,471.30</u>
				<b>INVOICE AMOUNT</b>	<u>\$2,471.30</u>

**Contract History**

<b>Contract Value</b>	<b>Previously Billed</b>	<b>Current Inv. Amt.</b>	<b>Received to Date</b>	<b>Remaining</b>
\$0.00	\$717.82	\$2,471.30	\$0.00	(\$3,189.12)

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT (770)2/C (rev. 11/01)

(Instructions on reverse side)

1706  
190001 \$37,950  
020111 \$195,500  
010030 7,500

CONSTRUCTION MANAGER-ADVISOR EDITION  
LM

**TO OWNER:**  
Dunbar & Brown Construction  
223 Hildreth St. North  
Bangor, ME 04401

**FROM CONTRACTOR:**  
Shewers  
PO Box 635R  
Hemlock, ME 04402

**PROJECT:**  
Patricia A Dunbar Elementary School  
& Recreation Ctr Renovation Proj  
235 Ballings Road  
Hemlock, ME 04401

**APPLICATION NUMBER:** 2  
**PERIOD TO:** 10/31/2017  
**PROJECT NOS:**  
**CONTRACT DATE:**

Distribution to:  
 OWNER  
 CONSTRUCTION MANAGER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document (770) 3, is attached.

1	ORIGINAL CONTRACT SUM		\$609,300.00
2	Net Change By Change Orders.....		\$44,550.00
3	CONTRACT SUM TO DATE (Line 1 + 2)	\$	653,850.00
4	TOTAL COMPLETED & STORED TO DATE..... (Column 1 of (770)3)		\$365,050.00
5	RETAINAGE:		\$18,252.50
	a. 5% of Completed Work (Columns D & E on (770)3)		
	b. 10% of Stored Material (Column F on (770)3)		
	Total Retainage (Line 5a + 5b or Total in Column I of (770)3)		\$18,252.50
6	TOTAL EARNED LESS RETAINAGE.....		\$346,797.50
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$213,750.00
8	CURRENT PAYMENT DUE		\$133,047.50
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	307,052.50

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	
Total Approved this Month		\$44,550.00	
TOTALS		\$44,550.00	\$0.00
NET CHANGES By Change Order		\$44,550.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

BY: [Signature] DATE: 10/31/17

State of: \_\_\_\_\_ Name: \_\_\_\_\_  
 Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 133,047.50

Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.

CONSTRUCTION MGR: \_\_\_\_\_ Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached in tabular form below; amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainerage for line items may apply.

APPLICATION NO: 10231/7  
 APPLICATION DATE: 10/31/17  
 PERIOD TO: 10/31/17  
 ARCHITECTS PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR F)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Mobilization	\$30,000.00	\$30,000.00	\$2,000.00	\$0.00	\$32,000.00	100%	\$0.00	\$1,500.00
2	Foundation Contract	\$30,000.00	\$20,000.00	\$2,000.00	\$8,000.00	\$22,000.00	73%	\$8,000.00	\$1,100.00
3	Clearing and Grubbing	\$25,000.00	\$20,000.00	\$2,000.00	\$5,000.00	\$22,000.00	80%	\$5,000.00	\$1,000.00
4	Site Demo	\$12,000.00	\$2,000.00	\$15,000.00	\$10,000.00	\$17,000.00	17%	\$10,000.00	\$750.00
5	Utilities (Water, Sewer, Storm)	\$115,000.00	\$130,000.00	\$45,000.00	\$15,000.00	\$145,000.00	13%	\$30,800.00	\$8,750.00
6	Excavate & Backfill Foundation	\$205,800.00	\$9,500.00	\$14,000.00	\$0.00	\$24,000.00	85%	\$181,800.00	\$475.00
7	Install Vertical Insulation	\$9,500.00	\$14,000.00	\$14,000.00	\$0.00	\$28,000.00	100%	\$0.00	\$700.00
8	Install Footing Drain	\$12,000.00	\$8,000.00	\$6,000.00	\$0.00	\$14,000.00	100%	\$0.00	\$300.00
9	Excavate & Backfill Under slab Utilities	\$14,000.00	\$6,000.00	\$6,000.00	\$0.00	\$12,000.00	100%	\$0.00	\$300.00
10	Fine Grade Interior to Prep for Slab	\$6,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0%	\$5,000.00	\$0.00
11	Prep for Concrete Pads	\$5,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	0%	\$55,000.00	\$0.00
12	Reconstruct A Labeled Area	\$38,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0%	\$15,000.00	\$0.00
13	IMMA Paving & Striping	\$55,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	0%	\$12,000.00	\$0.00
14	Prep C Labeled Area	\$15,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0%	\$10,000.00	\$0.00
15	Learn & Seed	\$12,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0%	\$0.00	\$0.00
16	Landscaping	\$10,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0%	\$0.00	\$750.00
17	Performance & Payment Bond	\$15,000.00	\$44,500.00	\$15,000.00	\$0.00	\$59,500.00	100%	\$0.00	\$2,227.50
18	CASH	\$44,500.00	\$25,000.00	\$140,050.00	\$0.00	\$165,050.00	100%	\$0.00	\$18,252.50
19	Total	\$653,850.00	\$325,000.00	\$1,100,050.00	\$0.00	\$1,425,050.00		\$288,800.00	\$18,252.50

APPLICATION AND CERTIFICATE FOR PAYMENT

Document G702

1M

TO (Owner):  
 Dunbar & Brann  
 223 Hildreth Street  
 Bangor, ME 04401

PROJECT:  
 Hermon Elementary School Addition  
 235 Billings Road  
 Hermon, Maine 04402

FROM (Contractor):  
 Lindsey Foundations  
 651 Main Road, Hermon Maine 04401

VIA (Architect):  
 CONTRACT NO: 11  
 PROJECT NO: 11  
 CONTRACT DATE: 11

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 (Continuation sheet, AIA Document G703 is attached.)

CHANGE ORDER SUMMARY		
Change Order's approved in previous months by Owner	Additions	Deductions
Approved this month		
Number	Date Approved	
1		1,800.00
TOTALS	\$	1,800.00
Net change by change orders	\$	1,800.00

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Kelle Higgins Date: 10/23/17

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

1100001 1,800  
 190001 1,800  
 030 400 4,080,000

APPLICATION NO: 1  
 PERIOD FOR: 10/9/2017  
 DISTRIBUTION TO:  
 OWNER 11  
 ARCHITECT 11  
 CONTRACTOR 11

1. ORIGINAL CONTRACT SUM..... \$ 166,050.00
2. Net change by Change Orders..... \$ 1,800.00
3. CONTRACT SAVED DATE (Line 1+2)..... \$ 167,850.00
4. TOTAL COMPLETED & STORED TO DATE..... \$ 109,820  
 (Column G on G703)
5. RETAINAGE:  
 a. % of Completed Work (Column D+E on G703)  
 b. % of Stored Materials (Column F on G703)  
 Total Retainage (line 5a + 5b or Total in column F on G703)..... \$ 5,491.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)..... \$ 104,329.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$
8. CURRENT PAYMENT DUE (Line 6 from prior Certificate)..... \$ 104,329.00
9. BALANCE TO EARN, PLUS RETAINAGE (Line 3 less Line 6)..... \$ 63,521.00

State of \_\_\_\_\_ (County of \_\_\_\_\_)  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Solely Public:

My Commission expires:

AMOUNT CERTIFIED:..... \$  
 (Attach explanation if amount differs from the amount applied for.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

CONTINUATION SHEET

AIA Document G703

Page 1 of 1

CONTINUATION SHEET

AIA Document G702 APPLICATION AND CERTIFICATE FOR PAYMENT contains Hermon Elementary School Addition

APPLICATION NUMBER 1

Contractor's signed Certification is attached

APPLICATION DATE 10/23/2017

In tabulations below, amounts are stated to the nearest dollar

PERIOD TO 10/31/2017

Use 0 column 1 on contracts where variable retainage for time items may apply

PROJECT NO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN DOR IS)	F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (C/G)	H BALANCE TO FINISH (C-G)	I % S <sup>0</sup>	J RETAINAGE % S
			FROM PREVIOUS APPLICATION (D+1)	THIS PERIOD						
1	Footings and Walls	\$ 86,770.00	\$	\$ 86,770.00	\$	\$ 86,770.00	100%	\$	\$ <sup>0</sup>	\$ 4,338.50
2	Slab on Grade	\$ 79,280.00	\$	\$ 21,250.00	\$	\$ 21,250.00	27%	\$ 58,030.00	\$ <sup>0</sup>	\$ 1,062.50
3	CO #1	\$ 1,800.00	\$	\$ 1,800.00	\$	\$ 1,800.00	100%	\$	\$ <sup>0</sup>	\$ 90.00
4										
TOTALS		\$ 167,850.00	\$	\$ 109,820.00	\$	\$ 109,820.00	65%	\$ 58,030.00	\$ <sup>0</sup>	\$ 5,491.00

**APPLICATION AND CERTIFICATE FOR PAYMENT**

To: Dunbar & Brawn Construction  
 223 Hildreth St. North  
 Bangor, ME 04401

Project: Patricia A Duran School  
 Herron, Maine

Application No: 1715-01

Invoice Date: 10/24/2017

From: Ranor Inc

~~PO-Box-5096~~ 962 Main St.  
 North Jay, Me. ~~04856~~ 04839  
 (207) 645-5109 Fax: (207) 645-5108

Project No: 17-15

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the contract  
 Schedule of Values Sheet is attached

1. ORIGINAL CONTRACT SUM .....	\$ 480,300.00
2. Net change By Change Orders .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + (-) 2) .....	\$ 480,300.00
4 TOTAL COMPLETED & STORED TO DATE .....	\$ 25,035.70
(Column G on Schedule of Values)	
5. RETAINAGE:	
a. 5% .....	\$ 1,251.79
(Column D + E on Schedule of Values)	
b. (Column F on Schedule of Values) .....	
Total Retainage (Line 5a + 5b or	
Total in Column I of Schedule of Values) .....	
6. TOTAL EARNED LESS RETAINAGE .....	\$ 23,783.92
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) .....	\$ 0.00
8. CURRENT PAYMENT DUE .....	\$ 23,783.92
9. BALANCE TO FINISH, PLUS RETAINAGE .....	\$ 456,516.09
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Ranor Inc.**

By: [Signature] Date: 10/24/2017

State of: Maine County of: Franklin

Subscribed and sworn to before me this    day of    2017

Notary Public: \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: \_\_\_\_\_

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

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment an acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1706  
 150 003  
 WJ



Ranor Mechanical  
962 Main Street  
Jay, ME 04239

Schedule of Values  
Date: 24-Oct-17  
Job: 1715 - Herron School  
To: Dunbar & Brawn  
Application No: 1715-01

Item ID	Description of Work	Scheduled Value	Work Completed		Presently Stored Materials	Total Completed & Stored	% Comp.	Balance To Finish	Retainage Balance
			Previously	Present					
1	Mobilization & Permits	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
2	Sheetmetal Sub	\$ 97,500.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 97,500.00	\$ -
3	Insulation Sub	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,800.00	\$ -
4	Temperature Controls Sub	\$ 49,350.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 49,350.00	\$ -
5	Sanitary Material	\$ 4,735.00	\$ -	\$ 4,735.00	\$ -	\$ 4,735.00	100%	\$ -	\$ 236.75
6	A/G Storm Piping	\$ 1,666.00	\$ -	\$ 1,666.00	\$ -	\$ 1,666.00	100%	\$ -	\$ 83.30
7	Domestic Water Material	\$ 12,100.00	\$ -	\$ 1,210.00	\$ -	\$ 1,210.00	10%	\$ 10,890.00	\$ 60.50
8	Air & Vacuum Piping	\$ 6,192.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,192.00	\$ -
9	Propane Gas Material	\$ 1,560.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,560.00	\$ -
10	Refrigeration Material	\$ 5,550.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 5,550.00	\$ -
11	Hot Water S/R Material	\$ 6,835.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 6,835.00	\$ -
12	HVAC Equipment	\$ 93,256.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 93,256.00	\$ -
13	Plumbing Fixtures	\$ 41,486.00	\$ -	\$ 1,037.15	\$ -	\$ 1,037.15	2.50%	\$ 40,448.85	\$ 51.86
14	HVAC Labor	\$ 47,715.00	\$ -	\$ 954.30	\$ -	\$ 954.30	2.00%	\$ 46,760.70	\$ 47.72
15	Plumbing Labor	\$ 69,555.00	\$ -	\$ 10,433.25	\$ -	\$ 10,433.25	15.00%	\$ 59,121.75	\$ 521.66
	Gross Requisition Amount:	\$ 480,300.00	\$ -	\$ 25,035.70	\$ -	\$ 25,035.70	5%	\$ 455,264	\$ 1,252
	Retainage:	\$ -	\$ -	\$ 1,251.79	\$ -	\$ 1,251.79		\$ -	\$ -
	Net Amount Due:	\$ -	\$ -	\$ 23,783.92	\$ -	\$ 23,783.92		\$ -	\$ -



# PAYMENT APPLICATION

TO: DUNBAR & BRAUN CONSTRUCTION 223 HILDRETH STREET NORTH BANGOR, ME 04401	PROJECT NAME AND LOCATION: HERMON DUNBAR ELECTRICAL FOR NEW ADDITION 223 HILDRETH STREET NORTH BANGOR, ME 04401	ARCHITECT: ARCHITECT:
FROM: CARMEL ELECTRIC INC. 16 LEXINGTON DRIVE HERMON, MAINE 04401	APPLICATION # 2	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FOR: HERMON DUNBAR	PERIOD THRU: 10/25/2017	
	PROJECT #s:	
	DATE OF CONTRACT: 09/20/2017	

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.  
Continuation Page is attached.

1. CONTRACT AMOUNT		\$287,000.00
2. SUM OF ALL CHANGE ORDERS		\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		\$287,000.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		\$23,500.00
5. RETAINAGE:		
a. 5.00% of Completed Work (Columns D + E on Continuation Page)		\$1,175.00
b. 5.00% of Material Stored (Column F on Continuation Page)		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$1,175.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		\$22,325.00
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$12,350.00
8. PAYMENT DUE		\$9,975.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)		\$264,675.00

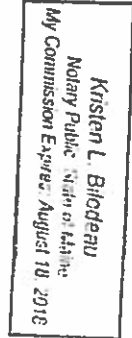
SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: CARMEL ELECTRIC INC.  
By:  Date: 10/18/17

State of: Maine  
County of: Rockport  
Subscribed and sworn to before me this 18 day of October 2017

Notary Public: Kristen L. Blodgett  
My Commission Expires: August 18, 2018



### ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: .....  
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

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

By: \_\_\_\_\_  
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**CONTINUATION PAGE**

Payment Application containing Contractor's signature is attached.

PROJECT: HERMON DUNBAR  
 ELECTRICAL FOR NEW ADDITION  
 APPLICATION #: 2  
 DATE OF APPLICATION: 10/18/2017  
 PERIOD THRU: 10/25/2017  
 PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	DEMO, PERMIT, MOBILIZE	\$7,500.00	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00	67%	\$2,500.00	
2	LIGHTS	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$45,000.00	
3	POWER DISTRIBUTION	\$62,850.00	\$10,000.00	\$7,500.00	\$0.00	\$17,500.00	28%	\$45,350.00	
4	DEVICING	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,500.00	
5	FIRE ALARM	\$37,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$37,000.00	
6	COMMUNICATIONS	\$22,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$22,000.00	
7	ACCESS CONTROL	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	
8	SERVICE	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$28,000.00	
9	ALLOWANCE UTILITY	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,000.00	
10	SITE WORK ELECTRICAL	\$15,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,400.00	
11	TEMP POWER WIRING	\$2,750.00	\$500.00	\$500.00	\$0.00	\$1,000.00	36%	\$1,750.00	
12	GENERATOR & WIRING	\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$13,000.00	
TOTALS		\$287,000.00	\$13,000.00	\$10,500.00	\$0.00	\$23,500.00	8%	\$263,500.00	

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190,001  
W

**PDK Inc**  
**146 Walnut Hill Rd**  
**North Yarmouth, ME 04097-6516**  
Phone: 207-829-5831 Fax: 207-782-2910

INVOICE#:	1486
Date:	9/26/2017

**INVOICE**

Bill To:

Dunbar & Brawn Construction  
223 Hildreth St  
N Bangor, ME 04401  
Fax: 207-947-2786

Date of Work	Item & Description	Amount Due
9/18/2017	PreBlast Survey	
	Location: Hermon School, Hermon, ME	\$ 150.00
	<b>Total Amount Due</b>	<b>\$ 150.00</b>

Please make check payable to PDK Inc and sent to address listed above.

# 7.  
12-14-17

# Dunbar & Brawn Construction

223 Hildreth St. North  
Bangor, Maine 04401  
Tel: (207) 947-5789  
Fax: (207) 947-2786  
[www.dunbarandbrawn.com](http://www.dunbarandbrawn.com)



"We raise the level in construction"

## Proposed Change Order

TOWN OF HERMON  
333 BILLING RD  
HERMON, ME 04401

14-Nov-17

PROJECT: PATRICIA A DURAN

ATTN: HOWARD KROLL

SUBJECT: PROPOSED CHANGE ORDER 3

DEAR HOWARD,  
WE PROPOSE TO INSTALL CERAMIC TILE IN THE NEW WING ADDITION. FIRST OPTION (OPTION A) IS TO INSTALL CERAMIC TILE TO THE ENTIRE WING, EXCLUDING MECHANICAL ROOM, IT ROOM AND CUSTODIAL SPACES. EACH OPTION IS IN ADDED TO THE ORIGINAL FLOORING QUOTE GIVEN IN GMP. ALL OPTIONS EXCLUDE ANTI-FACTURE MEMBRANE, WHICH IS AVAILABLE AT ADDITIONAL COST.

<b>OPTION A</b>	
LABOR, MAT. & EQUIP.	\$458.88
OH&P	\$45.89
	<hr/>
	\$504.77
SUBS	\$140,426.00
OH&P	\$14,042.60
	<hr/>
	\$154,468.60
BOND 1-1/2%	\$0.00
	<hr/>
LUMP SUM:	\$154,973.37

- OPTION B CERAMIC TILE CORRIDORS ONLY: \$33,979.97
- OPTION C CERAMIC TILE COMPUTER ROOM ONLY: \$7,912.78
- OPTION D CARPET TILE LIBRARY ONLY : \$3,308.18
- OPTION E CERAMIC TILE IN COMPUTER ROOM & CARPET TILE IN LIBRARY ONLY: \$10,968.58

TIME EXTENSION: TBD BASED ON OPTION

PRICE INCLUDES ITEMIZED LABOR, MATERIAL, EQUIP. & SUBS. ONLY.  
ANY MATERIALS OR LABOR NOT MENTIONED IN THIS QUOTE WILL REQUIRE AN ADDITIONAL CHANGE ORDER.

ANY UNFORESEEN ADDITIONS AND/OR OMISSIONS NOT MENTIONED ABOVE OR IN THIS QUOTE WHICH REQUIRE ADDITIONAL WORK OR MATERIALS TO COMPLETE THE INTENDED CHANGE ORDER, ARE SUBJECT TO ADDITIONAL CHARGES WITH APPLICABLE MARK UPS.

SINCERELY YOURS,

APPROVED BY:

*Lewis McEacharn*

LEWIS MCEACHARN

TOWN OF HERMON

# 8  
12-14-17



November 30, 2017

**Memo: Council Meeting Agenda Item-Dec.14; TIF District creation for The Early Learning Center**

Howard,

I would like to request that an item be placed on the Council agenda to consider a TIF presentation for *The Early Learning Center*. This new business in Liberty Park has met thresholds for inclusion in our TIF district creation program financially while simultaneously adding to Hermon's ability to support a growing workforce regionally by providing quality care for the areas youngest residents.

Thanks,

Scott Perkins  
Economic & Community Development

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)

# 9.  
12-14-17

# HERMON RECREATION ADVISORY COMMITTEE

## BY-LAWS

### I. CREATION

The Town of Hermon Recreation Advisory Committee was established by the Charter of Town of Hermon to advocate for recreational opportunities for the Town, and to oversee the implementation of the Town of Hermon Park and Recreation programming and maintenance plan.

### II. NAME

Title name of this organization is the Town of Hermon Recreation Advisory Committee, hereinafter referred to as the HRAC.

### III. PURPOSE

The HRAC exists to aid the Town of Hermon in providing ample and diverse recreational opportunities for Town residents, in part by advising the Town Manager, through the Parks and Recreation Director, on the implementation of the Park and Recreation programming and maintenance plan. The following partially lists the objectives and responsibilities relative to the purpose; objectives may be added to or deleted as necessary:

1. Maintain active communications with the Parks and Recreation Director and other relevant Town staff.
2. Provide recommendations to the Town Council relative to parks and recreation.
3. Solicit citizen opinions relative to parks and recreation.
4. Request information from, and consult with, service organizations, special interest groups, neighborhood associations, and other professionals as appropriate.

5. Oversee implementation of the Parks and Recreation programming and maintenance plan through periodic reviews, updates, and recommended revisions.
6. Provide public meeting time for citizen input.

#### IV. ORGANIZATION

1. There shall be seven (7) members-at-large plus one (1) Town Councilor that shall serve as the Committee Chair. No members shall be non-residents, non-employee and or related to any elected or appointed town official including the School Department. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the Committee.
2. There will be Chair and Vice-Chair positions for the HRAC. Each position will be for a one-year term. The HRAC will select member as Vice-Chair each January with a nomination and voice vote process.
3. The Chair is responsible for identification of subcommittees and subsequent member selection.
4. The Parks and Recreation Director or designee shall attend all meetings. Their purpose is to aid the HRAC through information, initiation of projects, perspective, referrals, and other customary staff support services.
5. The HRAC encourages citizen participation and will, from time to time, request specific or general citizen/expert input.

#### V. MEMBER ELIGIBILITY

1. Appointment to the HRAC shall be made by the Town of Hermon Town Council.
2. The terms for the HRAC will be three (3) years.
3. The terms will be structured so that no more than three members' terms expire during any one-year.
5. Member resignations will be filed with the Chair as soon as possible after the member has decided to resign. The newly appointed member shall assume the remainder of the existing term.

6. After two (2) consecutive unexcused absences, the Chair will contact the committee member. The remainder of the committee shall then determine continued membership.

## VI. MEETINGS

1. A minimum of 6 regular meetings shall be schedule annually, at a time and place agreed upon by the committee. The meetings shall ordinarily begin at 7:00 PM and end no later than 9:30 PM.
2. The Chair may call special meetings, as needed. A minimum notice of 48 hours must be provided for any called special meeting.
3. A quorum shall exist when half plus one (1) of the appointed membership is present.
4. Parks and Recreation Staff shall be responsible for recording minutes for all meetings.
5. Voting will be by voice vote. No voting by proxy.
6. Formal agenda items must be submitted to the Staff Representative 5 working days prior to the meeting date.
7. Citizens may introduce future agenda items at the beginning of each meeting (limited to 5 minutes).
8. Meeting Procedure: The parliamentary procedure for meeting and operations of the Committee shall be the responsibility of and within the authority of the Chair. In the event there is a disagreement or objection to the procedures pursued by the Chair, Roberts Rules of Order, Newly Revised, shall constitute the authority.



## VII. AMENDMENTS

1. Modification of these By-Laws must be approved by the Town Council before they become effective.
2. The procedure to recommend modification of these By-Laws to the Town Council shall be:
  - a. All recommended modifications are to be presented and discussed at a regularly scheduled HRAC meeting; recommendation to the Town Council may be made at the same meeting if consensus is reached.
  - b. A majority vote of the HRAC membership present is necessary to recommend a change in the By-Laws.
  - c. With a majority vote of the HRAC members, an exception to these by-laws for a specific and unique purpose may be presented to the Town Council for approval and implementation.
3. The Town Council is the only body that can create sub-committees of this committee.

\*\*\*\*\*

#10.  
12-14-17



## Citizen Involvement Form

### Contact Information

Name	Sherry Andrei
Street Address	557 Yunk Rd., Bldg. #2
City ST ZIP Code	Hermon, ME 04401
Home Phone	207-848-5386
Work Phone	
E-Mail Address	sherry-andrei@hermon.net

### Position of Interest

Committee or Board Applying for: Recreation Advisory Committee

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Educator - 40 yrs., former Ad. Ed. Coordinator, (K-12) School Committee Member (former), Hermon Playground Committee, HES (Hermon Parent/Teacher group ('80's/'90's)), Enjoy sports as spectator, Served on Hermon Sixteen/Hundred Celebration, Participant in Hermon Rec. Programs
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Sherry Andrei
Signature	
Date	11/4/17

### Our Policy

It is the policy of The Town of Hermon to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in serving your community.



## CITIZEN INVOLVEMENT FORM

All residents of the Town of Hermon interested in having their names considered for appointment by the Hermon Town Council and/or the Town Manager, at such time a vacancy may occur on any Board or Special Committee, should please fill out this application and return it to the Town Clerk at the Hermon Town Office.

### Contact Information

Name Patricia L. Reynolds Phone # 848-3307

Street Address 2546 Route 2

City, State, Zip Code Hermon ME 04401

E-Mail Address (Optional) reynoldsp@hermon.net

### Position of Interest

Committee or Board Applying For: Rec. Dept. Advisory Committee  
(Senior Group Division)

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Hermon School Dept. Substitute 13 years; Senior Claims Advisor 1976 -

1996; Secretary HES 1996 - 1999; Secretary Substitute Hermon

School System 2003 - 2010. Have served on Budget Committee,

Planning Board, Assistant Advisor to the JOOF girls group for several

years.

*Coles Express*



## Citizen Involvement Form

### Contact Information

Name *Nicole Hopkins*  
Street Address *P.O. Box 10217 127 Smith Rd*  
City ST ZIP Code *Hermon, ME 04401*  
Home Phone *(207) 949-0810*  
Work Phone *(207) 848-1007*  
E-Mail Address *nicole @ lineinc pavement striping.com*

### Position of Interest

Committee or Board Applying for: *Roc Committee or any needed*

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

*I have three children in the school department in Hermon as well as I own three Hermon based companies. I feel I can be an asset to this committee.*

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

Signature

Date

*Nicole Hopkins*  
*Nicole Hopkins*  
*11/14/2017*

### Our Policy

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Thank you for completing this application form and for your interest in serving your community.



## Citizen Involvement Form

### Contact Information

Name	Jessefa Murphy
Street Address	178 Annis Road
City ST ZIP Code	Hermon, ME 04401
Home Phone	207-944-5881
Work Phone	
E-Mail Address	jessefamurphy@gmail.com

### Position of Interest

**Committee or Board Applying for:** Parks/Recs

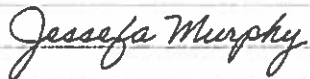
### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Hobbies: Hunting, Fishing, Boating, outdoor activities  
Having been a long time resident, I have been utilizing the current parks we have and have ideas to help improve what we have. My background work experience is in project management of government construction projects. Previous volunteer work includes my time in the boy scouts helping clean Jackson Beach as well as helping coordinate truckloads of wreaths to go to various cemeteries around the country

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Jessefa Murphy
Signature	
Date	11/16/17

### Our Policy

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Thank you for completing this application form and for your interest in serving your community.



## Citizen Involvement Form

### Contact Information

Name	Timothy Tardie
Street Address	18 Copper Ridge
City ST ZIP Code	Hermon
Home Phone	207-356-9476
Work Phone	207-973-2216
E-Mail Address	Timtardie@yahoo.com

### Position of Interest

Committee or Board Applying for:

Hermon Recreation Committee

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

Regional Sales Manager with PepsiCo managing State of Maine. Direct accountability: \$100 Million in annual revenue, 300 employees, fluency in P&L management, capital expense analysis and implementation, change management.

Active Volunteer coach with both Hermon rec programs and other associations.  
Board Member of Coldbrook Travel Soccer Club serving communities of Hermon and Hampden

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Timothy Tardie
Signature	
Date	11/15/2017

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Thank you for completing this application form and for your interest in serving your community.



## Citizen Involvement Form

### Contact Information

Name	Alicia Tardie
Street Address	18 Copper Ridge
City ST ZIP Code	Hermon, ME 04401
Home Phone	299-6727
Work Phone	848-4000
E-Mail Address	aliciatardie@yahoo.com

### Position of Interest

**Committee or Board Applying for:** Hermon Rec

### Special Skills or Qualifications

Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.

I have 5years experience as a Rec Employee for the Town of Fort Kent. I am a current employee of the Hermon School Department.

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Alicia Tardie
Signature	<i>Alicia Tardie</i>
Date	11/16/2017

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Thank you for completing this application form and for your interest in serving your community.



## Citizen Involvement Form

### Contact Information

Name	David "DJ" Hart
Street Address	48 Wendy Acres Drive
City ST ZIP Code	Hermon, Me. 04401
Home Phone	(207) 449-1808
Work Phone	(207) 989-5199
E-Mail Address	dhart@brewermaine.gov or djhart22@gmail.com

### Position of Interest

Committee or Board Applying for: Recreation Dept. Advisory Committee

### Special Skills or Qualifications

- Summarize special skills and qualifications you have acquired from employment, previous volunteer work, or through other activities, including hobbies or sports.
- My son has attended Hermon Rec Before and After School Program last 4 yrs + participated in other programs
  - 28 yrs involved in some capacity w/ Brewer Parks and Rec (last 6 yrs Fulltime)
  - Currently City of Brewer Superintendent of Parks and Cemeteries
  - Maine Parks + Rec member (6 yrs) - Volunteer coach in past yrs, Hermon Rec
  - Nat'l Parks + Rec member (6 yrs) - Board #111 (IAABO official) 7 yrs
  - Sports Turf Managers Assoc. member (5 yrs) - Coached Soccer + Basketball @ various levels (youth to Varsity)
  - Employed by Brewer School Dept (10 yrs)

### Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am selected, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)

David J. Hart

Signature

David J. Hart

Date

11/2/17

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Thank you for completing this application form and for your interest in serving your community.