



Town of Hermon

Public Safety Meeting Room

August 23, 2018

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 7/26/2018 Minutes, 7/26/2018 Special Town Meeting Minutes**
 - WARRANTS. -SIGN 8/24/2018 Warrant**
 - RESOLVES. -SIGN**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS**
 - Balsam Drive Update- Scott Perkins**
 - Partners for Peace-**
- VI. PUBLIC ITEMS OR COMMENTS (Items Not Already on Agenda)**
- VII. PUBLIC HEARINGS**
 - 1. To Consider Just Down The Road Liquor License Application**



2. To Consider zone change request for Map/lot 027-001-000

VIII. COMMITTEE REPORTS

IX. SCHEDULED AGENDA ITEMS

A. OLD BUSINESS

B. NEW BUSINESS

- FR18-19-08 Consider paying Invoice #20 for the Elementary School Project
- FY18-19-09 Consider change orders for the school project (#1 & #11)
- FR18-19-10 Consider payment to Roof Systems of Maine for Elementary School Roof Repair for \$559,340.05.
- FR18-19-11 Accept donation of \$50.00 from Sam's Club to purchase bottled water for Fire Fighters
- FR18-19-12 Consider purchasing a Public Works Pickup
- FR18-19-13 Consider waiving the Purchasing Policy to repair the Balsam Drive Cooling Pond
- FR18-19-14 Consider paving the Sand Salt storage shed floor
- FR18-19-15 Accept grant from MTCMA for \$1000.00 for Code and Assessing internship Program
- FR18-19-16 Accept donation from Walmart for \$1000.00 for Playground fundraising
- FR18-19-17 Consider changer order #12 Dunbar and Brawn Construction
- FR18-19-18 Consider authorizing the Town Manager to sign the agreement and approve FY not to exceed \$166,666.67 for road work on Hammond St.
- R18-19-05 Consider approving the Down the Road liquor License
- R18-19-06 Consider approving the ordinance amendment for Byers property
- R18-19-07 Authorize Town Manager to sign Municipal Release Deed for 12 Edgewater Lane



R18-19-08 Consider approving abatement for 2014, 2015, 2016 tax on Real Estate # 2928

C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

Appoint RKO as the Town's Auditor for FY19

XI. MANAGER STATUS REPORT:

Land Use Code changes to consider

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

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

Consider entering Executive Session to discuss a legal matter per 1 M.S.R.A. 405(6)(C)

XV. ADJOURNMENT:

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

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

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



Town of Hermon

Public Safety Meeting Room

July 26, 2018

Town Council Meeting

7:00 PM

MINUTES

SPECIAL TOWN MEETING starts at 7 p.m.

Regular Town Council Meeting will follow immediately after.

**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

Chair McCluskey led those in attendance in the Pledge of Allegiance

III. ROLL CALL

Members Present: Douglas Sinclair Sr., Steven Watson, John Snyder and Donna Ellis, Steven Thomas, Jeanne Jacques, and Timothy McCluskey

Members Absent: None

Others Present: Town Manager Howard Kroll, Town Clerk Kristen Cushman, Mary Cameron, Josh Berry, Bobbie Pelletier, Scott Perkins, Joshua Berry, Randy Gardner and approximately 12 residents and 3 non residents.

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

MINUTES. -APPROVE June 28, 2018

WARRANTS. -SIGN July 27, 2018

RESOLVES. -SIGN



Councilor Jacques moved to approve the Consent Calendar as presented. Councilor Ellis seconded the motion. A Roll Call vote was unanimous in favor of the motion. Motion passes 7-0.

V. NEWS, PRESENTATIONS AND RECOGNITIONS

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

Randy Gardner spoke of the All Star Little League team that won district 3 and had gone onto the State play offs and completed three rounds before being eliminated. Very proud of their accomplishment.

VII. PUBLIC HEARINGS

ZONE CHANGE- Map 041-040-000/Randy Gardner

Chair McCluskey opened the public hearing at 7:07PM. No public comments were received. The hearing closed at 7:10PM

VIII. COMMITTEE REPORTS

IX. SCHEDULED AGENDA ITEMS

A. OLD BUSINESS

B. NEW BUSINESS

Consider approving hauler license applications for 2018-2019.

Casella & Waste Management have requested to renew their 'License to Haul Solid Waste' to Perc, and JRL

IF approved – sign permits

Councilor Jacques moved to approve hauler license applications for 2018-2019. Councilor Watson seconded the motion. The motion was accepted. Motion passes: Accepted Unless Doubted.

FR18-19-01 Consider payment for Elementary School Project, Invoice #19

Councilor Jacques moved to approve FR18-19-01. Councilor Sinclair seconded the motion. The motion was accepted. Motion passes 7-0.



FR18-19-02 Consider awarding Playground equipment Project to Kompan

Councilor Jacques moved to approve FR18-19-02. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-03 Consider approving a Change Order for the Elementary School Project

Councilor Snyder moved to approve FR18-19-03. Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-04 Consider payment to Pliska and Day for Boundary Survey

Councilor Sinclair moved to approve RR18-19-04. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-05 Consider waiving the Purchasing Policy regarding the paving of the Public Works Yard

Councilor Snyder moved to approve FR18-18-05. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-06 Consider waiving the Purchasing Policy regarding the replacement of the fence at Snow's Corner Cemetery

Councilor Sinclair moved to approve FR18-19-06. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-07 Consider awarding Road Striping Project to Fine Line Striping.

Councilor Snyder moved to approve FR18-19-07. Councilor Sinclair seconded the motion. The motion was accepted. Motion passes 7-0.

R18-19-01 Consider accepting prepaid taxes for FY19

Councilor Snyder moved to approve R18-19-01. Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

R18-19-02 Consider Approving Ordinance Amendment/Map 041-400-000

Councilor Snyder moved to approve R18-19-02. Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.



R18-19-03 Consider Holding a Public Hearing

Councilor Watson moved to approve R18-19-03. Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

R18-19-04 Consider accepting a new road as a public way/Nye Lane

Councilor Sinclair moved to approve R18-19-04. Councilor Snyder seconded the motion. The motion was accepted. Motion passes: Accepted Unless Doubted.

C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

B. New Business

Consider holding a public hearing on August 23, 2018 for "Just Down the Road" liquor license - new application.

Councilor Snyder moved to approve O18-19-01. Councilor Jacques seconded the motion. The motion was accepted. Motion passes: Accepted Unless Doubted.

X. APPOINTMENTS

Reappoint personnel to various positions as required by Charter and State Statute.

Councilor Snyder moved to approve Appointments. Councilor Jacques seconded the motion. The motion was accepted. Motion passes 7-0.

XI. MANAGER STATUS REPORT:

Town Manager Kroll reported the following:

PEG CHANNEL- 11 SEP 18 DEADLINE

Effective 11 Sep 18 Spectrum will no longer support broadcasting our PEG channel on 2/5/7. The new channels will be 1301, 1302 & 1303. These channels require a converter box. We will still broadcast live on our website and upload a copy of the meeting to our website. NO COST to the town.

FIREWORKS/NOISE COMPLAINTS



I have been contacted by residents who felt the 4th of July was an evening of over the top use of fireworks which is illegal in the Town due to ordinance. In addition to that residents also expressed frustrations at residents target practicing after dusk. According to Sgt. Pelletier this is something residents should contact 911 to complaint- considers this a disorderly conduct violation. I would rather not put this in ordinance but see if we can get cooperation from residents first.

ROAD PROJECTS

The Town is currently undergoing a number of streets being paved, reconstructed and or addressed for vegetation. Skyway Drive, Skyway Valley, McDougal Drive, Copper ridge Drive, StoneyBrook Way, Westwood Drive and Klatt Road have been paved, culverts have been replaced across those roads, ditching has been completed, trees/overgrown brush has been cut back to address site distance issues and shoulder work has been completed. The rest of the summer we will work on the Smith Road, Route 2 near Central Maine Harley, School House Lane will be paved.

Union Street has been paved by MDOT and Coldbrook Road is slated to get paved this year as well.

HVRS

As you know back in June Council authorized \$24,999 to be paid toward HVRS expenses. In the same resolve we agreed to start the discussion with HVRS to come up with a game plan on this subject. We have until October 4th to come to some sort of game plan/resolution/direction on supporting them. I suggest we begin the discussion with HVRS soon so we can bring our concerns as well as theirs to the table and move forward in the best interest of the town.

CONGRATS

I wanted to take the opportunity to congratulate a couple of Little League teams for both Baseball and Softball from Hermon and the surrounding communities.

First the softball team- team made up of young women ages 8-10 went to the state championship round and played in 2 12 inning games. Why is that so significant? First of all to play that level of competitive softball at an early age is extremely impressive- players showed a great deal of composure and professionalism at their age is a testament to their maturity and future. While they didn't win the state championship this year they will be a major force in softball for many years and will no doubt have success.

Second The Little League team made up of Hermon All Stars (Division 3 Champions) go 3 rounds into the State of Maine Little League Championship Tournament!



The Town had the privilege of following these kids thru the regular season, the Division Championship, and into the State Championship tournament, and as residents of Hermon, you all can be very proud of not only their athletic abilities, but also the fact that a group of finer young men just doesn't exist. A tremendous effort and emotion these young kids have put into this, and it impressive that kids this young can be this committed.

We also should remember the volunteers that make this and all of the other athletic activities work. The coaches, the announcers and scorekeepers, the umpires, and countless others give selflessly of their time to improve these young people. They are so much more than helpers, they are mentors that help shape these young people into future community members that we will see increasing value in as they grow.

Remember to thank these volunteers for the time and effort they give, and Know you can be very proud of these fine young men!

The Town of Hermon has a lot to be proud of!

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

Revaluation Update- Josh Berry, Assessor

Josh Berry gave a brief update on the re-evaluation. The re-evaluation is looking to be completed by the end of August and the review paperwork to be mailed out to residents soon after. Assessing will be setting up dates to meet with residents. Mr. Berry also stated the Planning Board has gone to broadcasting the meetings live.

XIII. COUNCIL ITEMS: None

XIV. EXECUTIVE SESSION:

Consider entering Executive Session to discuss a legal matter per 1 M.S.R.A. 405(6)(C)

Councilor Jacques moved to enter Executive Session to discuss a legal matter per 1 M.S.R.A. 405 (6)(E). Councilor Watson seconded the motion. Motion passes 7-0.



XV. ADJOURNMENT:

Councilor Jacques moved to adjourn the meeting at 8:09PM. Councilor Watson gave seconded. With no objection the meeting was adjourned at 8:09 PM and enter Executive Session.

Respectfully Submitted,

**Howard Kroll and Kristen Cushman
Town Manager and Town Clerk**

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MINUTES

TOWN WARRANT SPECIAL TOWN MEETING THURSDAY, July 26, 2018

To: Kristen Cushman, a Resident of the Town of Hermon, Penobscot County and State of Maine,
Greeting:

In the name of the State of Maine you are hereby requested to notify and warn the inhabitants of the Town of Hermon, in said County of Penobscot, qualified by law to vote in said town affairs of the Election and Town Meeting described in this Warrant.

To the Voters of Hermon – District 2, Maine State Senate District 32, and Maine House of Representatives District 23:

You are hereby notified that a Special Town Meeting in this Municipality will be held at the **Hermon Public Safety Building** on Thursday, the 26th day of July A.D. 2018 at 7:00 p.m. to act on Articles 1 through 2.

The Town Manager opened the meeting at 7:03PM. 19 voters were in attendance.

ART. 1: To elect a Moderator to preside at said meeting.

The Town Manager asked for nominations for a Meeting Moderator. John Snyder nominated Joshua Berry. There were no other nominations. Mr. Berry willingly accepted the nomination. A show of hands was unanimous in favor of Mr. Berry moderating the meeting. The Moderator's Oath to Mr. Berry and then turned the meeting over to him.

ART. 2: Shall the Town appropriate \$25,000 from the Recreation Reserve Account (HERM09), \$25,000 from the Elementary Reserve Account (HERM30), \$34,000 from the Town of Hermon Recreation Enterprise Account for a combined total of \$84,000 for the purpose of purchasing new playground equipment, fencing, benches, landscaping and replace and remove playground equipment located at the Patricia A. Duran Elementary School?

YES or NO

The Moderator read Article 2. He then asked for a motion to approve the Article.

John Snyder moved to approve Article 2 as written. Steve Watson seconded the motion.

The Moderator opened the floor for discussion or questions. Councilor Jacques asked if this included the handicap swing. Recreation Director Mary Cameron stated the swing was included along with a fence to enclose the swing. There was no other discussion. The Moderator asked for a show of hands.

A show of hands was unanimous in favor of the motion.

Article 2 passes.

Jeanne Snyder moved to adjourn the meeting at 7:07PM. Steve Watson seconded the motion. A show of hands was unanimous in favor of the motion. Meeting adjourned.

Respectfully Submitted,

**Kristen Cushman
Town Clerk**

MEMORANDUM

To: Members of the Hermon Town Council
From: Howard Kroll, Town Manager
Re: 23 August 2018 Town Council Meeting
Date: 10 August 2018

Balsam Drive Update- Scott Perkins

Scott Perkins is going to update Town Council on Balsam Drive. There is an issue with the retention pond with its drainage and how its design was changed. MDEP has been involved and agreed to work with the town on the repair.

Partners for Peace-

Town Council received a letter thanking them for their support.

PUBLIC HEARINGS

To Consider Just Down The Road Liquor License Application

Town Council is holding a public hearing to take any comments both positive and negative on "Just Down the Road" liquor license application. As of today I have received no comments neither for nor against this application.

To Consider zone change request for Map/lot 027-001-000

Town Council is holding a public hearing to take any comments both positive and negative on Map/Lot 027-001-000/Jeff Byers property on Route 2 for a zone change request. As of today I have received no comments neither for nor against this application.

FR18-19-08 Consider paying Invoice #20 for the Elementary School Project

Staff is seeking Town Council's approval of invoice #20 for the Patricia A. Duran Elementary School expansion project.

Town Manager recommends approval

FY18-19-09 Consider change orders for the school project (#1 & #11)

Staff is seeking Town Council's approval of change order for the Patricia A. Duran Elementary School expansion project. These are change orders for ledge removal from both the front and back of the school. #1- is the initial ledge discovery and #11 is for ledge removal in the parking lot that was required to properly drain the area.

Town Manager recommends approval

FR18-19-10 Consider payment to Roof Systems of Maine for Elementary School Roof Repair for \$559,340.05.

Staff is seeking Town Council's approval of invoice #1, 2 and 3 of the Roof Repair at the Patricia A. Duran Elementary School.

Town Manager recommends approval

FR18-19-11 Accept donation of \$50.00 from Sam's Club to purchase bottled water for Fire Fighters

Staff is seeking Town Council's approval of accepting a donation from Sam's Club of \$50.00.

Town Manager recommends approval

FR18-19-12 Consider purchasing a Public Works Pickup

Staff is seeking Town Council's direction on purchasing a public works pickup truck as approved at Town Meeting for \$28,000. Bids will close on Wednesday, 15 August 2018. Town is under NO obligation to accept any and to proceed as directed.

FR18-19-13 Consider waiving the Purchasing Policy to repair the Balsam Drive Cooling Pond

Staff is seeking Town Council's direction on repairing the retention/cooling pond on Balsam Drive. We work closely with Gardner Construction on sewer/storm water projects and prefer to work with them on a price that is both fair and up to our standards.

Town Manager recommends approval

FR18-19-14 Consider paving the Sand Salt storage shed floor

Staff is seeking Town Council's direction on repairing the sand/salt storage shed floor. This was not a identified project in our CIP. However the floor is showing signs of wear and should be considered for resurfacing either now or in a future CIP.

Town Manager recommends approval

O18-19-02 Consider holding a public hearing for a liquor license Hermon E-Z Mart Inc

Staff is seeking Town Council's approval to approve the scheduling of a public hearing on Thursday, 27 September 2018 to hear a request for a liquor license.

Town Manager recommends approval

R18-19-05 Consider approving the Down the Road liquor License

Staff is seeking Town Council's approval to approve the liquor license as heard in the public hearing.

Town Manager recommends approval

R18-19-06 Consider approving the ordinance amendment for Byers property

Staff is seeking Town Council's approval to approve the ordinance amendment as heard in the public hearing.

Town Manager recommends approval

R18-19-07 Authorize Town Manager to sign Municipal Release Deed for 12 Edgewater Lane

Town Manager recommends approval

R18-19-08 Consider approving abatement for 2014, 2015, 2016 tax on Real Estate # 2928

An error was made by past staff in not transferring taxes from one owner to another. The Town needs to

Appoint RKO as the Town's Auditor for FY19

Town Manager recommends approval



for your contribution to a
safer, more equitable, and
just community.

Graciously,

Partners for Peace

August 4, 2018

Dear Friends,

Thank you for your recent
gift of \$500. Your donation goes
to work in the lives of people
experiencing domestic violence.
This is a vital commitment to
the movement to end domestic
violence. We thank you

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
10 WATER STREET, HALLOWELL, ME 04347
TEL: (207) 624-7220 FAX: (207) 287-3434
EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Just Down the Road</u>		Business Name (D/B/A)	
APPLICANT(S) –(Sole Proprietor)	DOB:	Physical Location: <u>151 Billings Rd.</u>	
	DOB:	City/Town <u>Herman</u>	State <u>ME</u>
			Zip Code <u>04401</u>
Address		Mailing Address	
		<u>144 Mt. Pleasant Rd</u>	
City/Town	State	Zip Code	
		City/Town <u>Levant</u>	State <u>ME</u>
			Zip Code <u>04456</u>
Telephone Number	Fax Number	Business Telephone Number	Fax Number
		<u>(207) 605-0179</u>	
Federal I.D. #	Seller Certificate #: or Sales Tax #:		
<u>82-5378122</u>			
Email Address: Please Print	Website:		
<u>JD.THER@gmail.com</u>			

If business is NEW or under new ownership, indicate starting date: 8/20/18

Requested inspection date: ASAP Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ N/A
- Is applicant a corporation, limited liability company or limited partnership? YES NO
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? Yes No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

 License # Name of Business (Use an additional sheet(s) if necessary.)

 Physical Location City / Town

**CONTRACT ZONE AGREEMENT
TOWN OF HERMON, MAINE**

This Contract Zoning Agreement made this ___ day of _____, 2018, by and between TOWN OF HERMON, a municipal corporation, located in Penobscot County, State of Maine (hereinafter, "Town") and JEFFREY A. BYERS, having a mailing address of 2563 Route 2, Hermon, Maine 04401 (hereinafter, "Developer").

WHEREAS, the Developer is the owner of certain real estate located off Route 2 in Hermon, Maine consisting of approximately eight (8) acres, and identified as Tax Map 27, Lot 001 on the Town of Hermon Tax Maps and described in an instrument recorded in Book 11865, Page 339 of the Penobscot County Registry of Deeds (hereinafter, the "Property"); and

WHEREAS, the Developer desires to develop the Property for commercial use, with the development to include a self-storage facility (hereinafter, the "Project"); and

WHEREAS, the Developer has requested a rezoning of the Property from Village Commercial to Agriculture /Forestry to permit the proposed development of the Property; and

WHEREAS, following the submission of an application to the Town Council, pursuant to §154.007 (E)(1) of the Town Land Use Ordinance, and initial conceptual review with the Town Manager and Code Enforcement, the application was referred to the Planning Board pursuant to §154.007 (E)(4); and

WHEREAS, the Planning Board, after notice, held a public hearing on the proposal as required by Section 154.007 (E)(6) of the Land Use Ordinance and 30-A M.R.S.A. §4352 (8);

WHEREAS, the Town Council approved this Agreement on _____, finding that this Contract Zoning Agreement and the resulting development to be permitted by the Agreement (1) are consistent with the Town's Comprehensive Plan; (2) includes conditions and restrictions which relate to the physical development and operation of the subject property; and (3) authorized the execution of this Contract Zoning Agreement which provides for the implementation and enforcement of all terms and conditions imposed and agreed to by the parties pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Permitted Uses and Restrictions.** Developer for it, its successors, assigns, and lessees, hereby covenants and agrees that the use, occupancy and/or development of the Property, in addition to other applicable laws, ordinances, or regulations of the Town of Bangor, shall be subject to the following restrictions and conditions on the physical development of the Property.

a.

Developer agrees that if it, or any person claiming under or through it, shall at any time violate or attempt to violate, or shall omit to perform or observe any one or more of the foregoing restrictions, provisions, conditions, covenants, and agreements, the abutting landowner(s) shall have the following remedies:

- a. The owner or owners of parcels of land abutting the Property shall have the right to institute any and all actions or proceedings, including the right to enforce all terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful process for the enforcement of the same.

Developer further agrees that the failure of the owner or owners of abutting parcels to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenants, or agreements contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior to or subsequent thereof.

2. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Hermon, a copy of which is on file at the Hermon Town Office by adopting the zoning map change amendment shown on Exhibit I.
3. **Term.** Developer and Town agree that the provisions of this Agreement shall remain in full force and effect until such time as the same may be modified, amended, repealed, and/or replaced upon written agreement. It is expressly understood that any such change shall be in accordance with the laws of the State of Maine and the Land Use Ordinance of the Town and shall be treated as an amendment and shall proceed accordingly.
4. **Legislative Authority.** Developer hereby agrees that nothing in this Agreement shall be construed so as to preclude the future exercise of the Town of Hermon Town Council's legislative authority relative to the zoning of the Property. In the event that the zoning of the Property is changed by the Town Council, any use established under this provisions outlined in this Agreement, subject to the restrictions, provisions, conditions, covenants, and agreements contained in this Agreement, shall be allowed to continue as a nonconformity or a nonconforming use, whichever the case may be, in accordance with the Land Use Ordinance, as may be in effect at the time of said zone change, governing the same.
5. **Other.** Developer agrees, for it, its successors and assigns, to waive any and all rights to challenge the validity of Council action or the terms of this Agreement.

Developer hereby agrees that if one of the restrictions, provisions, conditions, covenants, and agreements, or portions thereof, contained in this Agreement is for any reason deemed to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and independent provision and such determination shall not affect the validity of the remaining portions thereof.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Hermon Land Use Ordinance and any applicable amendments thereto or replacement thereof.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

WITNESS

TOWN OF HERMON

By:

Its:

Hereunto Duly Authorized

STATE OF MAINE
COUNTY OF PENOBSCOT

August____, 2018

Then personally appeared the above-named _____, in his said capacity,
and acknowledged the foregoing instrument to be his free act and deed.

Before me,

NOTARY PUBLIC

WITNESS

JEFFREY A. BYERS

STATE OF MAINE
COUNTY OF PENOBSCOT

August____, 2018

Then personally appeared the above-named _____, and acknowledged
the foregoing instrument to be his free act and deed.

Before me,

NOTARY PUBLIC

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: Hermon Elementary

APPLICATION NO: 20
D&B Job #: 170G

FROM: 3-Jul-18
TO: 6-Aug-18

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

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

Invoice Date: 05-Aug-18

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

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

1. ORIGINAL CONTRACT SUM.....	\$4,590,180.00
2. Net change by All Revisions	\$389,878.17
3. CONTRACT SUM TO DATE (Line 1+2).....	\$4,980,038.17
4. TOTAL COMPLETED AND STORED.....	\$4,419,131.43
A. TOTAL COMPLETED TO DATE.....	\$4,419,131.43
B. TOTAL STORED TO DATE.....	\$0.00
5. RETAINAGE:	
a. 2.2% of completed work	\$4,419,131.43
b. 2.2% of Stored Material	\$0.00
TOTAL RETAINAGE (Line 5A + 5B).....	\$4,419,131.43
6. TOTAL EARNED LESS RETAINAGE.....	\$97,220.89
(Line 4 less Line 5 total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$3,914,150.07

8. CURRENT PAYMENT DUE.....	\$407,760.48
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$638,127.63

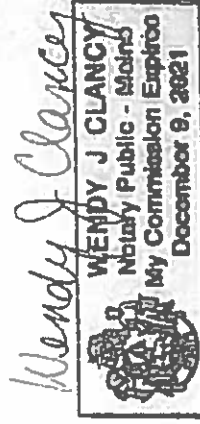
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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: *Alan E. Brawn*
Alan E. Brawn, VPKO

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.



AMOUNT CERTIFIED..... \$407,760.48
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT, OWNER OR OWNER'S REPRESENTATIVE

BY: *Wendy J. Clancy* 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.

23 Aug 18 / Part of
FR 18-19-09

Dunbar & Brawn Construction

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



Envoie #1

"We raise the level in construction"

Proposed Change Order

TOWN OF HERMON
333 BILLING RD
HERMON, ME 04401

18-Oct-17

PROJECT: PATRICIA A DURAN

ATTN: HOWARD KROLL

SUBJECT: PROPOSED CHANGE ORDER 1

DEAR HOWARD,
WE HAVE REMOVED 114 CUBIC YARDS OF LEDGE BY BLASTING THIS CHANGE ORDER ALSO INCLUDES COST TO CONDUCT PRE-BLAST INSPECTION OF EXISTING SCHOOL, MODIFY FOUNDATION AT THE CONNECTOR, RE-DESIGN WORK ON SEPTIC SYSTEM AND RE-WORKING FOOTING AT SEPTIC LINE.

LABOR, MAT. & EQUIP.	\$1,171.41
OH&P	<u>\$117.14</u>
	\$1,288.55
SUBS	\$39,000.00
OH&P	<u>\$3,900.00</u>
	\$42,900.00
BOND 1-1/2%	<u>50.00</u>
LUMP SUM:	<u><u>\$44,188.55</u></u>

TIME EXTENSION: 4 DAYS

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

HERMON

DIVISION	UNIT	QUANTITY	LABOR		MATERIAL		EQUIPMENT		SUBCONTRACT	
			UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
DIVISION 1										
GENERAL CONDITIONS				0.00	0.00		0.00		0.00	0.00
PRE-BLAST INSPECTION	LB	1		0.00	0.00		0.00		0.00	0.00
DIVISION 2				0.00	0.00		0.00		150.00	150.00
SITE WORK				0.00	0.00		0.00		0.00	0.00
REMOVE LEDGE	LS	1		0.00	0.00		0.00		0.00	0.00
SUPPORT REMOVAL PAPER	HR	25.22	34.55	871.28	10.26	259.72	1.64	41.41	37,050.00	37,050.00
DIVISION 3				0.00	0.00		0.00		0.00	1,171.41
CONCRETE				0.00	0.00		0.00		0.00	0.00
FOUNDATION & FOOTING FOR CON	LS	1		0.00	0.00		0.00	1,800.00	1,800.00	1,800.00
DIVISION 4				0.00	0.00		0.00		0.00	0.00
MASONRY				0.00	0.00		0.00		0.00	0.00
DIVISION 5				0.00	0.00		0.00		0.00	0.00
METALS				0.00	0.00		0.00		0.00	0.00
DIVISION 6				0.00	0.00		0.00		0.00	0.00
WOOD & PLASTICS				0.00	0.00		0.00		0.00	0.00
DIVISION 7				0.00	0.00		0.00		0.00	0.00
THERMAL & MOISTURE PROTECTION				0.00	0.00		0.00		0.00	0.00
DIVISION 8				0.00	0.00		0.00		0.00	0.00
DOORS & WINDOWS				0.00	0.00		0.00		0.00	0.00
DIVISION 9				0.00	0.00		0.00		0.00	0.00
FINISHES				0.00	0.00		0.00		0.00	0.00
DIVISION 10				0.00	0.00		0.00		0.00	0.00
SPECIALTIES				0.00	0.00		0.00		0.00	0.00
DIVISION 11				0.00	0.00		0.00		0.00	0.00
EQUIPMENT				0.00	0.00		0.00		0.00	0.00
DIVISION 12				0.00	0.00		0.00		0.00	0.00
FURNISHINGS				0.00	0.00		0.00		0.00	0.00
DIVISION 13				0.00	0.00		0.00		0.00	0.00
SPECIAL CONSTRUCTION				0.00	0.00		0.00		0.00	0.00
DIVISION 14				0.00	0.00		0.00		0.00	0.00
CONVEYING SYSTEMS				0.00	0.00		0.00		0.00	0.00
DIVISION 15				0.00	0.00		0.00		0.00	0.00
MECHANICAL				0.00	0.00		0.00		0.00	0.00
DIVISION 16				0.00	0.00		0.00		0.00	0.00
ELECTRICAL				0.00	0.00		0.00		0.00	0.00
TOTALS				\$371.25	\$259.72		\$41.41		\$37,050.00	\$43,171.41

23 Aug 18/

Dunbar & Brawn Construction

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



"We raise the level in construction"

Propsoed Change Order

TOWN OF HERMON
333 BILLING RD
HERMON, ME 04401

9-Aug-18

PROJECT: PATRICIA A DURAN

ATTN: HOWARD KROLL

SUBJECT: PROPOSED CHANGE ORDER 11

DEAR HOWARD,
WE HAVE REMOVED 249 CUBIC YARDS OF LEDGE @ \$325 PER CUBIC YARD FOR FRONT PARKING LOT, DROP OFF AREA AND ALL DRAINAGE PER DESIGN. INCLUDES REINSTALLING POWER AND ELECTRICAL TO DOMESTIC WATER WELL. OUR COST IS:

LABOR, MAT. & EQUIP.	\$229.44
OH&P	\$22.94
	<hr/>
	\$252.38
SUBS	\$83,275.00
OH&P	\$8,327.50
	<hr/>
	\$91,602.50
BOND 1-1/2%	\$0.00
	<hr/>
LUMP SUM:	<hr/> <hr/>
	\$91,854.88

TIME EXTENSION: 0 DAYS

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

HERMON

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Hermon School Department
PO Box 6360
Hermon, ME 04401

Project: Hermon Elementary School
Roof Replacement

Application No: 001

Distribution to:

Period to: 30-Jun-18

Owner: _____

Architect: _____

Contractor: _____

Field: _____

System Office: _____

FROM CONTRACTOR: Via (Architect):
Roof Systems of Maine a Tecta America Co
332 Targel Ind. Circle
Bangor, ME 04401

Contract Date: 6/1/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation of Form AIA Document C700, as attached.

- 1. ORIGINAL CONTRACT SUM \$578,414.00
- 2. Net change by Change Orders \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$578,414.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on Sheet 2) \$385,839.10
- 5. RETAINAGE:
 - a. 6 % of completed work
(Column D+E on Sheet 2) 385,839.10 = \$19,291.95
 - b. 6 % of completed work
(Column F on Sheet 2) _____ = \$0.00
- Total Retainage (Line 5a + 5b) \$19,291.95
- 6. TOTAL EARNED LESS RETAINAGE \$366,547.15
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
- 8. CURRENT PAYMENT DUE \$366,547.15
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$211,866.85
(Line 3 less Line 6)

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: Roof Systems of Maine

By: 

State of: Maine County of: Penobscot
Subscribed and sworn to before me this 10th day of July, 2018

Notary Public: Deborah A. Newhart
My Commission Expires: February 9, 2025

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.

AMOUNT CERTIFIED.....\$ 366,547.15

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

ARCHITECT:

By:  Date: 7/11/18

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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Number	Date Approved		
Total approved this month		\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

WAIVER OF LIEN

State of Maine

To All It May Concern:

Whereas the undersigned Roof Systems of Maine a Tecta America Co. has been engaged as a Contractor by Hermon School Department., the Owner for Hermon Elementary School Roof Replacement Project located at 235 Billing Road, Hermon, Maine to furnish work, labor or materials for said Project.

Now, therefore, the undersigned, upon receipt of the balance due us of Three Hundred Sixty-six Thousand Five Hundred Forty-seven Dollars Fifteen Cents (\$366,547.15) waive and release any and all lien or claim of or right to, lien under the Statutes of the State of Maine, relating to mechanic's liens, with respect to and said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money funds or other consideration due or to become due the Subcontractor from the General Contractor and/or Owner of said premises, on account of labor, services, material, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or account of the said General Contractor and/or said Owner for the above described premises.

Given under the hand and seal of the undersigned, this 11th day of July, 2018

Roof Systems of Maine a Tecta America Co.

By: 

Its: Vice President

State of Maine
County of Penobscot

Before me, the undersigned personally appeared Thomas D. Turlo and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Notary Public

My commission expires 2-9-25

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Hermon School Department
PO Box 6360
Hermon, ME 04401

Project: Hermon Elementary School
Roof Replacement

Application No: 002

Distribution to:

Period to: 31-Jul-18

Owner: _____

Architect: _____

Contractor: _____

Field: _____

System Office: _____

FROM CONTRACTOR:
Roof Systems of Maine a Tecta America Co.
332 Target Ind. Circle
Bangor, ME 04401

Via (Architect):

Architect's

Project No

Contract Date: 6/1/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Continuation Sheet, AIA Document C702, is attached.

1. ORIGINAL CONTRACT SUM	<u>\$578,414.00</u>
2. Net change by Change Orders	<u>\$10,365.00</u>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	<u>\$588,779.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on Sheet 2)	<u>\$468,371.20</u>
5. RETAINAGE:	
a. 5% of completed work (Column D+E on Sheet 2)	468,371.20 = <u>\$23,418.56</u>
b. 5% of completed work (Column F on Sheet 2)	= <u>\$0.00</u>
Total Retainage (Line 5a + 5b)	<u>\$23,418.56</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	<u>\$444,962.64</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)	<u>\$366,647.16</u>
8. CURRENT PAYMENT DUE	<u>\$78,405.49</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	<u>\$143,826.36</u>

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 payments shown herein is now due.

CONTRACTOR: Roof Systems of Maine
By: [Signature]

State of: Maine County of: Penobscot
Subscribed and sworn to before me this 2nd day of August, 2018

Notary Public: Donald A. Uggelstad
My Commission Expires: February 9, 2025

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.

AMOUNT CERTIFIED.....\$ 78,405.49

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

ARCHITECT:

By: [Signature] Date: 8/9/18

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.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Number	Date Approved		
	7/18/2018	\$10,365.00	
Total approved this month		\$10,365.00	\$0.00
NET CHANGES by Change Order			<u>\$10,365.00</u>

WAIVER OF LIEN

State of Maine

To All It May Concern:

Whereas the undersigned Roof Systems of Maine a Tecta America Co. has been engaged as a Contractor by Hermon School Department., the Owner for Hermon Elementary School Roof Replacement Project located at 235 Billing Road, Hermon, Maine to furnish work, labor or materials for said Project.

Now, therefore, the undersigned, upon receipt of the balance due us of Seventy-eight Thousand Four Hundred Five Dollars Forty-nine Cents (\$78,405.49) waive and release any and all lien or claim of or right to, lien under the Statutes of the State of Maine, relating to mechanic's liens, with respect to and said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money funds or other consideration due or to become due the Subcontractor from the General Contractor and/or Owner of said premises, on account of labor, services, material, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or account of the said General Contractor and/or said Owner for the above described premises.

Given under the hand and seal of the undersigned, this 2nd day of August, 2018

Roof Systems of Maine a Tecta America Co.

By: 

Its: Vice President

State of Maine
County of Penobscot

Before me, the undersigned personally appeared Thomas D. Turlo and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Notary Public

My commission expires 2-9-25

WAIVER OF LIEN
SUBCONTRACTORS AND ALL MATERIAL SUPPLIER

To Whom It May Concern:

Whereas the undersigned Straight-Up Roofing has been engaged as a Subcontractor by Roof Systems of Maine a Tecta America Co., a Contractor for Hermon Elementary School Roof Replacement Hermon, ME to furnish work, labor or materials for said project.

Now, therefore, the undersigned, having been paid a partial payment of One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) waive and release any and all lien of claim of or right to lien under the Statutes of the State of Maine, relating to mechanic's liens, with respect to and said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money funds or other consideration due or to become due, the Owner of said premises, on account of labor, services, material, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or account of the above described premises.

Given under the hand and seal of the undersigned, this 1st day of August, 2018

Straight-up Roofing

By: David Bourgoyne

Its: co-owner

State of Maine

County of Penobscot

Before me, the undersigned personally appeared David Bourgoyne and acknowledged that he executed the foregoing instrument for the purposes therein contained.

Deborah A. Urquhart
Notary Public

My Commission Expires _____

DEBORAH A. URQUHART
Notary Public, Maine
My Commission Expires 02-09-2025

APPLICATION AND CERTIFICATION FOR PAYMENT

TO Hermon School Department
PO Box 6360
Hermon, ME 04401

Project: Hermon Elementary School
Roof Replacement

Application No: 003

Distribution to

Period to 24-Aug-18

Owner _____

Architect _____

Contractor _____

Field: _____

System Office: _____

FROM CONTRACTOR:
Roof Systems of Maine a Tecla America Co.
332 Target Ind. Circle
Bangor, ME 04401

Via (Architect):

Contract Date: 6/1/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Contractor certifies that 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.

- 1. ORIGINAL CONTRACT SUM \$578,414.00
- 2. Net change by Change Orders \$10,365.00
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$588,779.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on Sheet 2) \$588,779.00
- 5. RETAINAGE:
 - a. 5 % of completed work
(Column D+E on Sheet 2) 588,779.00 = \$29,438.95
 - b. 5 % of completed work
(Column F on Sheet 2) \$0.00
- Total Retainage (Line 5a + 5b) \$29,438.95
- 6. TOTAL EARNED LESS RETAINAGE \$559,340.05
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$444,862.64
- 8. CURRENT PAYMENT DUE \$114,387.41
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$29,438.95
(Line 3 less Line 6)

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: Roof Systems of Maine

By: [Signature]

State of: Maine County of: Penobscot
Subscribed and sworn to before me this 9th day of August, 2018

Notary Public: Deborah A. Weyland
My Commission Expires: February 9, 2025

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

AMOUNT CERTIFIED.....\$ 114,387.41

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

ARCHITECT:

By: [Signature] Date: 8/9/18

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months			
Number	Date Approved		
1	7/18/2018	\$10,365.00	
Total approved this month		\$10,365.00	\$0.00
NET CHANGES by Change Order			\$10,365.00

WAIVER OF LIEN

State of Maine

To All It May Concern:

Whereas the undersigned Roof Systems of Maine a Tecta America Co. has been engaged as a Contractor by Hermon School Department, the Owner for Hermon Elementary School Roof Replacement Project located at 235 Billing Road, Hermon, Maine to furnish work, labor or materials for said Project.

Now, therefore, the undersigned, upon receipt of the balance due us of One Hundred Fourteen Thousand Three Hundred Eighty-seven Dollars Forty-one Cents (\$114,387.41) waive and release any and all lien or claim of or right to, lien under the Statutes of the State of Maine, relating to mechanic's liens, with respect to and said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money funds or other consideration due or to become due the Subcontractor from the General Contractor and/or Owner of said premises, on account of labor, services, material, fixtures, or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or account of the said General Contractor and/or said Owner for the above described premises.

Given under the hand and seal of the undersigned, this 9th day of August, 2018

Roof Systems of Maine a Tecta America Co.

By: 

Its: Vice President

State of Maine
County of Penobscot

Before me, the undersigned personally appeared Thomas D. Turlo and acknowledged that he executed the foregoing instrument for the purposes therein contained.


Notary Public

My commission expires 2-9-25

Sam's Club

47 Haskell Rd
Bangor, Maine 04401
Phone (207) 947-4606
Fax (207) 947-4904



Savings Made Simple

Donation Month of July 2018,

Dear Lt. Joshua McPherson, Hermon Fire Department

The Bangor Sam's Club has approved your group for a donation of a \$50.00 gift card. Due to the large number of requests that we receive monthly, we require that:

- 1) Your donation must be picked up by a member of your group between the dates of August 1st, 2018 and August 31st, 2018. If not picked up within the dates above, your donation will be forfeited to another group. If the donation is for an auction, do not give this letter to the winner. Please collect the gift card before your auction.
- 2) This original letter must be presented at our Member Service Desk to trade for your donation.
- 3) Person receiving donation must sign the bottom of this letter.
- 4) Person picking up donation must have a Sam's Club membership to process gift card.

Please contact me with any questions or in the circumstance your event is cancelled so the donation can be issued to another group in need. If you are looking for a Local Community Contribution of \$250 or more, please apply online at www.walmartfoundation.org Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Woodbrey".

Heidi Woodbrey:
Community Involvement Coordinator

Signature: _____ Date: _____

Printed Name: _____

Associate Signature: _____ Date: _____



June 8, 2017

MEMO: Vernal Nadeau, 772 Fuller Road, Hermon, Maine- Water complaint

Howard,

Vernal and Pauline Nadeau contacted the CEO office in Hermon who asked for my assistance with investigation regarding a DEP approved storm water treatment pond that empties under Balsam drive on the northwest side of the roadway.

The issues originally presented by the Nadeau's were:

1. A clearing during road construction rutted by tires of large equipment funneled water towards the home at 772 Fuller road and caused a crack in the foundation.
2. Water passing through the system empties on the back lot line of the Nadeau's and has caused the septic system to rise up higher than its original elevation as designed.
3. The water passing through the system on Balsam drive is collecting on the back lot line of the Nadeau's property and causing a nuisance.

I have personally met with the Nadeau's on site twice to hear the issue of water invading the property at 772 Fuller road from the Balsam Road design. One visit was made with our plumbing inspector, Tim Schoppe to discuss item 2, Sunday, April 23, 2017. Tim Schoppe inspected the sub-surface system and determined that no ill effects from the storm water system were evident.

After several visits to the site, the Town manager directed the Town engineer (Jeff Allen of Bangor Engineering) to consider any alternatives available that could send the water to a different location.

Please read Jeff Allen's email attached to this report.

Sincerely,

Scott Perkins
Public Works
DECD Office

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



October 25, 2017

Mr. and Mrs. Vern Nadeau
144 Main Street
St. Francis, Maine 04774

Dear Vern,

The Town of Hermon has been in communication with Jon Cullen at the Maine Department of Environmental Protection who suggested that an "as built" review of the wet pond system be completed in order to make sure that your concerns as an abutter were addressed.

The Town of Hermon hired Plymouth Engineering, Inc. who reviewed the designs of Sewall Company for Leather's Corner Subdivision (Balsam Drive) near your home.

Engineers at Plymouth Engineering have determined:

- Wet Pond 2 is constructed approximately to the shape and depth depicted on the project plans. As such, it should provide the holding/retention/detention qualities as conceived. However, the missing 18" pipe was likely considered in the calculations, so without those calculations or conducting independent calculations, we can't conclude how the missing pipe affects flow out of the pond. The 18" pipe was intended to be 6" lower than the 24" orifice, so as a smaller pipe would have controlled the outlet flow differently than the 24" orifice and further restricted flows during rain events.

DEP is suggesting the Town of Hermon correct the construction deficiencies by adding the 18" missing pipe and by deepening the "plunge pool" by roughly 18" for a total of 36" as designed on the outlet end. The 18" cross culvert that is to be installed is designed to be 6" lower than the existing 24" overflow.

Opening the roadway and installing a second 18" cross culvert will satisfy the DEP according to our engineers. If you would like to discuss this project before we finalize our plans to improve the system please call to make an appointment at your convenience.

Thank you for your patience while we reviewed this project.

Scott Perkins
Town of Hermon
207-848-1010 (office)
207-852-2403 (cell)

Cc: Jon Cullen, MDEP

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

From: [REDACTED] "Cullen, John" <John.Cullen@maine.gov> 7/11/2018 9:10:51 AM [REDACTED]
Subject: Balsam Drive
To: [REDACTED] Scott Perkins

Mr. Perkins:

I asked Ken Libbey, our office's engineer, to look at Mr. Braley's correspondence. His e-mail response to me was "If the Town follows Plymouth's recommendations, it should meet our permit requirements."

Please keep me in the loop regarding the scheduling of the work.

Thanks for your work on this; it is very much appreciated. Please let me know if you have any questions.

Jon Cullen
Maine Department of Environmental Protection
(207)592-4808
John.cullen@maine.gov

Dunbar & Brawn Construction

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



"We raise the level in construction"

Proposed Change Order

TOWN OF HERMON
333 BILLING RD
HERMON, ME 04401

16-Aug-18

PROJECT: PATRICIA A DURAN

ATTN: HOWARD KROLL

SUBJECT: PROPOSED CHANGE ORDER 12

DEAR HOWARD,

WE ARE PROPOSING TO DO MAINTENANCE ALONG WEST SIDE OF EXISTING DITCH ALONG GOLF COURSE 10TH GREEN, INCLUDING 860 FEET OF CLEANUP DITCH, SEEDING, MULCHING AND EROSION CONTROL. INCLUDES CREDIT FOR UNUSED PORTION OF LANDSCAPING ALLOWANCE. OUR COST IS:

LABOR, MAT. & EQUIP.	\$229.44
OH&P	<u>\$22.94</u>
	\$252.38
SUBS	\$16,825.00
OH&P	<u>\$1,682.50</u>
	\$18,507.50
BOND 1-1/2%	<u>\$0.00</u>
LUMP SUM:	<u><u>\$18,759.88</u></u>

TIME EXTENSION: 0 DAYS

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

HERMON



8-17-2018

Memo: Business Partnership Initiative- Route 2 Widening

To: Howard Kroll

Howard,

On July 31st, 2017 Region 4 Traffic Engineers approved a traffic movement permit for the C-Store Project on Hammond Street including "off-site mitigation" as follows:

"A. Construct an 8 foot shoulder 372 feet long. The full 8' shoulder widening will begin, after a 75 foot taper, at a point 125 feet west of the double yellow line of the westerly entrance. The widening will continue to a point 75 feet past the double yellow line of the easterly entrance and tapering back to the pre-existing Route 2 shoulder after another 75 feet."

Since Ray Wood at Pinewood Park is also required to do off-site mitigation before expanding any "phase two" lots in his industrial park, the Hermon DECD office negotiated with MDOT, Ray Wood and Romi Patel so that an agreement could be formulated to benefit all parties by application of an MDOT *Business Partnership Initiative*. The agreement, if approved by the Council, will share project costs between two developers, the State of Maine, Town of Hermon and utility companies to accomplish the traffic movement requirements.

I am asking the Council to consider authorizing the manager to sign the agreement and approve a financial resolve not to exceed \$166,666.67 dollars. The Town's share after reimbursement from the businesses (sharing 1/3 of the total cost) should not exceed \$58,333.33.

Please reference the agreement for a complete project description.

Thanks,

Scott Perkins
DECD Director
Town of Hermon

Mailing address
PO Box 6300
Hermon, ME 04402-6300

Physical Address:
333 Billings Rd
Hermon, ME 04401

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



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

Paul R. LePage
 GOV. 2011

David Bernhardt
 COMMISSIONER

Applicant: Butler School LLC
Project Location: Outer Hammond Street (US Route 2)
 Hermon, Maine 04401
 Hermon Tax Map R22, Lot 73-1
Project: Hammond Street "C" Store (Convenience Store/Gas Pumps)
Identification #: Reg.4 -00116-A-N
Permit Category: 100 - 200 PCE's
Traffic Engineer: Traffic Solutions
 Attn: William Bray, PE
 235 Bancroft Street
 Portland, ME 04102

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the MaineDOT's Regulations, the Maine Department of Transportation has considered the application of Butler School LLC with supportive data, agency review, and other related materials on file.

PROJECT DESCRIPTION

The project is located on the parcel of land located on the west side of Outer Hammond Street (Route 2) approximately 590 feet west of Liberty Drive in the Town of Hermon.

The applicant proposes to construct a 3,625 SF convenience store and 6 fueling positions. The site will be accessed by two full movement site drives off of U.S. Route 2. The site is expected to generate 124 weekday AM peak hour trip ends and 174 PM peak hour trip ends.

Findings

Based on a review of the files and related information, MaineDOT approves the Traffic Movement Permit Application of Butler School, LLC subject to the following conditions:

On-Site Mitigation

The following mitigation is intended to describe that conceptually shown on "Site Plan – Hammond Street C-Store", Hermon, Maine that was completed by Kiser & Kiser Co. and stamped by Jim Kiser, P.E. on 6-29-17. If the descriptions contained herein conflict with the plans, these descriptions shall take precedence over the plans. Not all of the mitigation discussed herein may be shown on that or any plan. The following mitigation shall be constructed or implemented to MaineDOT's satisfaction prior to opening the facility, unless otherwise approved by MaineDOT.

- A. Construct two 36 foot entrances onto Route 2. The easterly entrance will be located approximately 595 feet west of Liberty Drive. The second entrance will be located 172 feet west



of the easterly entrance, measured between the double yellow lines in the entrances. 25 foot radii shall be constructed for the entrances. Each driveway will consist of a 12 foot ingress, a 12 foot left turn egress & a 11 foot right turn egress.

- B. The applicant shall allow an easement with the abutting property to allow vehicles to enter and exit from and to the site. The abutter shall be responsible for making the physical connection at another time, but the applicant shall allow the easement for this use and allow the site to be graded to match the abutter's site and provide the needed interconnection.

Off-Site Mitigation

- A. Construct an 8 foot shoulder 372 feet long. The full 8 foot shoulder widening will begin, after a 75 foot taper, at a point 125 feet west of the double yellow line of the westerly entrance. The widening will continue to a point 75 feet past the double yellow line of the easterly entrance and tapering back to the pre-existing Route 2 shoulder after another 75 feet.
- B. A storm water maintenance agreement shall require the property, indefinitely, the sole responsibility of maintaining the water flow between the point entry of water onto the property to the exit of water off the property, inside the State of Maine right of way. This is part of the drainage design for the property. See maintenance agreement for specific details.

General Requirements


- A. All entrances shall provide overhead illumination, if not existing, to illuminate the entry and exit points of the development. The lighting shall be orientated and adjusted to minimize impact to neighboring residences.
- B. All exits shall have 36" stop signs installed & maintained on the right hand side of the exit & 24" white stop bars painted & maintained across all exit lanes.
- C. Entrance lanes & exit lanes will have arrows stenciled & maintained on the pavement determining the lane use. Entrance & exit lanes shall be divided by 4" double yellow lines.

Overall Requirements

- A. Provide all necessary auxiliary signs, striping and pavement markings to implement the improvements described herein according to MaineDOT and/or National standards.
- B. All plantings and signs (existing and/or proposed; permanent and/or temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage or plantings shall be allowed within the "clear zone" if they constitute a deadly fixed object as determined by the MaineDOT.

- C. If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from MaineDOT a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.
- D. Because the proposed project affects the State's highway and drainage systems and requires improvement to those systems, the applicant must obtain approval of the design plans and coordinate work through MaineDOT's State Traffic Engineer or Assistant Traffic Engineer, who can both be reached at (207) 624-3620 in Augusta.

By:


Stephen Landry, P.E.
State Traffic Engineer

Date: 7/31/17

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

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

WIN 021936.05

REGARDING

ROUTE 2 SHOULDER WIDENING, HERMON

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

WHEREAS,

HERMON shall develop and construct a 10 feet wide paved shoulder on the southerly side of Route 2, beginning approximately 350 feet westerly of White Pine Road and extending easterly 1,250 feet, inclusive of 150 feet long shoulder transition tapers (the "Project"). The total length of the 10 feet wide shoulder shall be 950 feet. HERMON estimates this project at \$175,000.00

HERMON SHALL:

- A. Procure all contracts for and oversee the Project on ROUTE 2 for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all Federal, State and Local permits necessary to complete the work. HERMON also agrees to secure any needed property rights in accordance with all applicable State and Federal Laws.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

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

MAINEDOT SHALL:

- A. **Provide a maximum \$58,333.33 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Business Partnership Initiative Funds. Payment by MaineDOT Business Partnership Initiative funds shall not exceed \$58,333.33 or 33.3% of the actual costs incurred and paid by the Municipality.
- B. **This project has been approved for Calendar Year 2019.** If the Municipality commences construction of the project as outlined above prior to January 1, 2019, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT.

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

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

TOWN OF HERMON

Dated: _____

By: _____
Howard Kroll
Town Manager

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

Dated: _____

By: _____
David Bernhardt, PE
Commissioner

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION

Business Partnership Initiative Project

MUNICIPALITY OF HERMON _____

PROPOSED IMPROVEMENTS TO: ROUTE 2 _____

STATE PROJECT IDENTIFICATION NUMBER (WIN) 021936.05 _____

FUNDED CONSTRUCTION YEAR 2019 _____

Project Scope: Construction of 10 feet wide shoulder _____

Funding Outline: The Total Project Estimated Cost is \$ 175,000.00 _____, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal/Business Share		State Share		Total Cost
	%	\$	%	\$	
Project Costs	66.7	166,666.67	33.3	58,333.33	175,000.00
PROJECT SHARES		166,666.67		58,333.33	175,000.00
Total Cost of Additional Work above agreement estimate	100%	0			
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT				58,333.33	

REIMBURSEMENT SCHEDULE:

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

DESIGN EXCEPTIONS REQUIRED: YES NO

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

**CONTRACT ZONE AGREEMENT
TOWN OF HERMON, MAINE**

This Contract Zoning Agreement made this ___ day of _____, 2018, by and between TOWN OF HERMON, a municipal corporation, located in Penobscot County, State of Maine (hereinafter, "Town") and JEFFREY A. BYERS, having a mailing address of 2563 Route 2, Hermon, Maine 04401 (hereinafter, "Developer").

WHEREAS, the Developer is the owner of certain real estate located off Route 2 in Hermon, Maine consisting of approximately eight (8) acres, and identified as Tax Map 27, Lot 001 on the Town of Hermon Tax Maps and described in an instrument recorded in Book 11865, Page 339 of the Penobscot County Registry of Deeds (hereinafter, the "Property"); and

WHEREAS, the Developer desires to develop the Property for commercial use, with the development to include a self-storage facility (hereinafter, the "Project"); and

WHEREAS, the Developer has requested a rezoning of the Property from Village Commercial to Agriculture /Forestry to permit the proposed development of the Property; and

WHEREAS, following the submission of an application to the Town Council, pursuant to §154.007 (E)(1) of the Town Land Use Ordinance, and initial conceptual review with the Town Manager and Code Enforcement, the application was referred to the Planning Board pursuant to §154.007 (E)(4); and

WHEREAS, the Planning Board, after notice, held a public hearing on the proposal as required by Section 154.007 (E)(6) of the Land Use Ordinance and 30-A M.R.S.A. §4352 (8);

WHEREAS, the Town Council approved this Agreement on _____, finding that this Contract Zoning Agreement and the resulting development to be permitted by the Agreement (1) are consistent with the Town's Comprehensive Plan; (2) includes conditions and restrictions which relate to the physical development and operation of the subject property; and (3) authorized the execution of this Contract Zoning Agreement which provides for the implementation and enforcement of all terms and conditions imposed and agreed to by the parties pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

- I. **Permitted Uses and Restrictions.** Developer for it, its successors, assigns, and lessees, hereby covenants and agrees that the use, occupancy and/or development of the Property, in addition to other applicable laws, ordinances, or regulations of the Town of Hermon, shall be subject to the following restrictions and conditions on the physical development of the Property.
 - a.

Developer agrees that if it, or any person claiming under or through it, shall at any time violate or attempt to violate, or shall omit to perform or observe any one or more of the foregoing restrictions, provisions, conditions, covenants, and agreements, the abutting landowner(s) shall have the following remedies:

- a. The owner or owners of parcels of land abutting the Property shall have the right to institute any and all actions or proceedings, including the right to enforce all terms and provisions of this Agreement by injunction, legal and equitable actions and all other lawful process for the enforcement of the same.

Developer further agrees that the failure of the owner or owners of abutting parcels to object to any violation, however long continued, or to enforce any restrictions, provisions, conditions, covenants, or agreements contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or violation or as to any breach or violation occurring prior to or subsequent thereof.

2. **Zoning Map Amendment.** The Town hereby amends the Zoning Map of the Town of Hermon, a copy of which is on file at the Hermon Town Office by adopting the zoning map change amendment shown on Exhibit 1.
3. **Term.** Developer and Town agree that the provisions of this Agreement shall remain in full force and effect until such time as the same may be modified, amended, repealed, and/or replaced upon written agreement. It is expressly understood that any such change shall be in accordance with the laws of the State of Maine and the Land Use Ordinance of the Town and shall be treated as an amendment and shall proceed accordingly.
4. **Legislative Authority.** Developer hereby agrees that nothing in this Agreement shall be construed so as to preclude the future exercise of the Town of Hermon Town Council's legislative authority relative to the zoning of the Property. In the event that the zoning of the Property is changed by the Town Council, any use established under this provisions outlined in this Agreement, subject to the restrictions, provisions, conditions, covenants, and agreements contained in this Agreement, shall be allowed to continue as a nonconformity or a nonconforming use, whichever the case may be, in accordance with the Land Use Ordinance, as may be in effect at the time of said zone change, governing the same.
5. **Other.** Developer agrees, for it, its successors and assigns, to waive any and all rights to challenge the validity of Council action or the terms of this Agreement.

Developer hereby agrees that if one of the restrictions, provisions, conditions, covenants, and agreements, or portions thereof, contained in this Agreement is for any reason deemed to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and independent provision and such determination shall not affect the validity of the remaining portions thereof.

Except as expressly modified herein, the use and occupancy of the Property shall be governed by and comply with the provisions of the Town of Hermon Land Use Ordinance and any applicable amendments thereto or replacement thereof.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first written above.

WITNESS

TOWN OF HERMON

By:
Its:
Hereunto Duly Authorized

STATE OF MAINE
COUNTY OF PENOBSCOT

August____, 2018

Then personally appeared the above-named _____, in his said capacity,
and acknowledged the foregoing instrument to be his free act and deed.

Before me,

NOTARY PUBLIC

WITNESS

JEFFREY A. BYERS

STATE OF MAINE
COUNTY OF PENOBSCOT

August____, 2018

Then personally appeared the above-named _____, and acknowledged
the foregoing instrument to be his free act and deed.

Before me,

NOTARY PUBLIC

MUNICIPAL RELEASE DEED

THE INHABITANTS OF THE TOWN OF HERMON, a municipal corporation duly organized and existing under the laws of the State of Maine, for consideration paid, **RELEASE** to **LEMUEL ACOSTA** whose mailing address is P. O. Box 115, Hulls Cove, Maine, 04644 the following described real estate, to wit:

A certain lot or parcel of land, together with the buildings thereon, situated in Hermon, County of Penobscot, State of Maine, on the easterly side of Hermon Pond, described as follows:

Commencing at an iron post on the Albert Pierce lot; thence running southwesterly fifty feet on the shore of said pond to an iron post; thence southeasterly seventy-five feet to an iron post; thence northeasterly fifty feet to an iron post; thence northwesterly seventy-five feet to the point begun at, together with a right of way granted to Susanna Emerson by Emery W. Luce by deed dated June 30, 1933 and recorded in the Penobscot County Registry of Deeds, Volume 1071 Page 43.

Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

The purpose of this deed is to release any interest the Town of Hermon may have in a above described property by any undischarged tax liens assessed against Deborah J. Howard recorded in the Penobscot County Registry of Deeds, Book 5005 Page 9 and Book 5206 Page 275.

The said Inhabitants of the Municipality of Hermon have caused this instrument to be signed in its corporate name by Howard Kroll, Town Manager of Hermon, Maine duly authorized, this 24th day of August 2018.

Howard Kroll
Town Manager
of Hermon, Maine

ACKNOWLEDGMENT

State of Maine
Penobscot County, ss.

Then personally appeared before me the above named in their capacity as Town Manager for the Town of Hermon, Maine and acknowledged the foregoing to be his free act and deed in their said capacity and the free act and deed of the Town of Hermon.

Dated: _____ Before me, _____ Notary Public

COUNCIL TO ABATE

August 9, 2018

Real Estate Property: Account #2928 Map 021-070

Property Physical Location: Coldbrook Land

Mailing Address: **Wendy Fulton aka Barry
646 US 1
Stockton Springs, ME 04981**

4/1/2014	Assessment date - Assessed amount	\$9,627.00
	s/h/b	\$-0-
	Tax Rate	\$12.00 = \$115.52 (abatement)
4/1/2015	Assessment date - Assessed amount	\$9,600
	s/h/b	\$-0-
	Tax Rate	\$12.00 = \$115.20 (abatement)
4/1/2016	Assessment date - Assessed amount	\$10,000
	s/h/b	\$-0-
	Tax Rate	\$12.00 = \$120.00 (abatement)

TOTAL AMOUNT TO ABATE \$350.72

The property located on Coldbrook Road identified as account 2928 on Town Map 021 Lot 070 was assessed to Wendy Fulton in error. She sold the above referenced property in July, 2013; deed book 13278 page 54. When the deed was processed an error was made with the interpretation of what parcels were to be transferred. Wendy Fulton owned two parcels on tax map 21-67 & 21-70, the deed described both parcels, only 21-67 was transferred. This abatement is to correct the error of assessing to the wrong owner for 21-70 (#2928).

Maine Tax Law gives the Assessor 1 year from date of commitment to issue abatement for an error or illegal assessment. The Assessor has corrected the 4/1/2017 assessment by issuing abatement #50.

Maine Tax Law Section 841 allows the Town Council up to 3 years to issues an abatement(s) to correct an illegal assessment.