



Town of Hermon

Public Safety Meeting Room

July 18, 2019

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:**

SIGNATURES. -APPROVE

MINUTES. -APPROVE 6/27/2019 Minutes

WARRANTS. -SIGN

RESOLVES. -SIGN

- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**
- VI. PUBLIC ITEMS OR COMMENTS: (*Items Not Already on Agenda*)**
- VII. PUBLIC HEARINGS:**

Hold Public Hearing – Conley Events LLC (formerly Morgan Hill) – Liquor License

Hold Public Hearing – Zone Change 039-002-000 – Fuller Road



VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:

A. OLD BUSINESS:

FR19-20-01 Consider approving the purchase of fencing for the Recreation field (tabled on 27 June 19)

R19-20-01 Consider approving the FY2020 Council Meeting Schedule (tabled on 27 June 19)

B. NEW BUSINESS:

Elect Council Chairperson

Elect Council Vice-Chairperson

R19-20-02 Consider accepting prepayment of taxes

R19-20-03 Consider approving Conley Events LLC liquor license

R19-20-04 Consider approving Amendment to Chapter 154 zone change to a portion of Tax Map 39 Lot 2 § 154-006 (b) of the Hermon Town Code on July 18, 2019

R19-20-05 Consider Holding a public Hearing for Penobscot Snowmobile Club on August 8, 2019 for Grass Drag Races event

R19-20-06 Consider approving a public/private Agreement for Emergency Medical Services between the Town of Hermon and Hermon Volunteer Rescue & First Aid Squad, LLC.

O19-20-01 Consider scheduling Public Hearing – Amendment to Chapter 154 zone change to a portion of Tax Map 14 Lot24 § 154-006 (b) of the Hermon Town Code on August 8, 2019

FR19-20-02 Consider payment to Dunbar and Brawn for remaining balance of project

Quitclaim Deed for Ruth Rambo

C. WORKSHOPS:



Sheriff Morton

D. OTHER ITEMS: (from Table Package)

X. APPOINTMENTS:

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

XI. MANAGER STATUS REPORT:

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

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

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

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

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



Town of Hermon

Public Safety Meeting Room

JUNE 27, 2019

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

II. PLEDGE OF ALLEGIANCE

Chair McCluskey led those in attendance in the Pledge of Allegiance

III. ROLL CALL

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

Members Absent: None

Others Present: Town Manager Howard Kroll, Town Clerk Kristen Cushman, Bobbie Pelletier, Ralph Shaw, Frank Roma, Britney Duell and 18 residents

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

SIGNATURES. –APPROVE

MINUTES. -APPROVE 5/23/2019 Minutes, 6/13/19 Annual Town Meeting Minutes

WARRANTS. –SIGN 6/28/2019 Warrant

RESOLVES. -SIGN

Councilor Sinclair moved to approve the Consent Calendar as presented. Councilor Jacques seconded the motion. Motion passes 7-0.



V. NEWS, PRESENTATIONS AND RECOGNITIONS:

Recognize the Cub Scouts for their participation on Earth Day 2019

Manager Kroll thanked all involved in the community clean up and how much it means to the Town of Hermon. Group photos with Manager Kroll and Chair McCluskey.

2019 Maine Spirit of America Foundation Tribute goes to: Arthur and Cathy Witham

Manager Kroll thanked Mr. and Mrs. Witham for placing Veteran Flags on our five cemeteries for approximately 30 years. Mr. Kroll stated it is people like the Witham's that make this a great country. Mr. Kroll presented an American Flag that was given to him while deployed in Iraq and it's only fitting that people like the Witham's have it. Mr. Kroll thanked them for what they do. Group photos with Manager Kroll and Town Council.

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

Chief Roma gave a presentation on a Code Red Emergency Notification system which the Town of Hermon will be enrolled in as of mid to late July 2019. Code Red is a high speed notification system. Anyone may enroll through an app on their smart phone and receive notifications in real time.

Chief Roma there will be an ice cream social at The Maine Scoop Dairy Bar in the Danforth's parking lot on 7/1/19 from 6:30PM to 8:30PM - please come and enjoy a small soft serve ice cream.

VII. PUBLIC HEARINGS:

Hold Public Hearing – Just Down the Road, Inc – Liquor License

Chair McCluskey opened the public hearing at 7:21PM. The hearing closed at 7:22PM with no comments.

VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:



A. OLD BUSINESS:

Discussion on CES Inc.

Discussion included concerns of improper material placed on the access road around the back of the new addition and the width/slope of the new road. Dunbar and Brawn are looking for an email on 6-28-19 with the councils wishes going forward. Chair McCluskey stated more discussion is needed. Manager Krroll stated time is ticking and school will be starting soon.

B. NEW BUSINESS:

O18-19-12 Consider scheduling Public Hearing – Amendment to Chapter 154 zone change to a portion of Tax Map 39 Lot 2 § 154-006 (b) of the Hermon Town Code on July 18, 2019

Councilor Jacques moved to approve O18-19-12 Councilor Snyder seconded the motion. Motion was accepted unless doubted.

R18-19-40 Consider approving Just Down the Road, Inc. liquor license renewal

Councilor Snyder moved to approve R18-19-40 Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

O18-19-13 Consider scheduling Public Hearing – Conley Events LLC (formerly Morgan Hill Event Center) Liquor License on July 18, 2019

Councilor Jacques moved to approve O18-19-13 Councilor Snyder seconded the motion. Motion was accepted unless doubted.

R18-18-41 Consider approving hauler license applications for 2019-2020.
Casella & Waste Management have requested to renew their 'License to Haul Solid Waste to Perc, JRL (Juniper Ridge Landfill) and Fiberight, LLC
IF approved – sign permits

Councilor Sinclair moved to approve R18-19-41 Councilor Jacques seconded the motion. The motion was accepted. Motion passes 7-0.

R18-19-42 Consider approving application for a buried conduit on Stage Road for Consolidated Communication

Councilor Jacques moved to approve R18-19-42 Councilor Snyder seconded the motion. Motion was accepted unless doubted.



FR18-19-64 Consider awarding the FY20 Paving Contract

Councilor Jacques moved award the paving bid to B & B Paving - FR18-19-64 Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-65 Consider awarding the FY20 Striping Contract

Councilor Jacques moved award the striping bid to On-The-Line for a max of \$8900.00 - FR18-19-65 Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-66 Consider awarding the FY20 Sweeping Contract

Councilor Jacques moved award the sweeping bid to TGP - FR18-19-66 Councilor Watson seconded the motion. The motion was accepted. Motion passes 7-0.

FY18-19-67 Consider transferring funds from Undesignated Surplus to the FY19 Public Works Operating budget

Councilor Watson moved to approve FR18-19-67 Councilor Sinclair seconded the motion. The motion was accepted. Motion passes 7-0.

FR18-19-68 Consider request from Hermon Recreation for fencing

Councilor Jacques moved to table FR18-19-68 Councilor Snyder seconded the motion. Motion was accepted unless doubted.

R18-19-43 Consider approving the job description for approved Deputy Town Clerk position

Councilor Jacques moved to table R18-19-43 Councilor Watson seconded the motion. Motion was accepted unless doubted.

R18-19-44 Consider approving a full time position in the Parks and Recreation Department for a Recreation Programmer

Councilor Watson moved to approve FR18-19-44 Councilor Jacques seconded the motion. The motion was accepted. Motion passes 7-0.

R18-19-45 Consider council meeting schedule for FY 19-20 (7/1/19 to 6/30/2020)

Councilor Snyder moved to approve July 18, 2019 meeting only on R18-19-45 Councilor Thomas seconded the motion. Motion was accepted unless doubted.



FR18-19-69 Consider awarding the bid for surplus Jackson Beach items - Float

Councilor Jacques moved award the bid to Richard Ouellette for the float- FR18-19-69 Councilor Sinclair seconded the motion. The motion was accepted. Motion passes 7-0.

C. WORKSHOPS:

D. OTHER ITEMS: (from Table Package)

Councilor Watson moved to waive council rules and accept the table packet. Councilor Snyder seconded the motion. Motion was accepted unless doubted.

B. New Business

Sign results of recount preformed on 6/27/2019 for the 6/11/2019 election.

Councilor Snyder moved sign the recount results. Councilor Watson seconded the motion. Motion was accepted unless doubted.

Approve a Notice of a Public Hearing for a Dangerous Building (25 Billings Road)
on 8 August 2019

Councilor Snyder moved sign the Notice of a Public Hearing dangerous Building. Councilor Watson seconded the motion. Motion was accepted unless doubted.

X. APPOINTMENTS:

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

Councilor Snyder moved sign the reappointment of various positions. Councilor Watson seconded the motion. Motion was accepted unless doubted.

XI. MANAGER STATUS REPORT:

Manager thanked staff for a successful FY19. Wished everyone a Happy 4th of July. Best of luck to Councilors Jacques and Watson honor to serve with you. Will work with incoming Councilors Lever and Reynolds to ensure a smooth transition.

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



XIII. COUNCIL ITEMS:

Donna, Steve Thomas, Doug, John and Tim all gave thanks to Jeanne and Steve Watson for their service to the Town of Hermon and wished them the best.

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

Councilor Watson moved to adjourn the meeting at 8:51 PM. Councilor Jacques gave seconded. With no objection the meeting was adjourned at 8:51 PM.

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.

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Respectfully submitted

Kristen L. Cushman
Town Clerk



FR19-20-01

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 \$2,861.63 for purchasing fencing as approved as part of the FY18-19 Capital Improvement Plan. Funding was originally for dugout repairs which were made as part of a donation from Gardner Construction and Fine Line Paving of Hermon. Be it further resolved the cost of the services is to be paid for from the Recreation Reserve Account (HERM09). (TABLED- 27 June 19/FR18-19-68)

 **COPY**

SIGNED this 18 July 2019 by the Hermon Town Council:

Donna Ellis

Charles Lever, IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____



Allenfarm Fence Company, Inc.
 18 Autocar Lane
 Hermon, ME 04401
 www.allenfarmfence.com

Estimate

DATE	ESTIMATE NO.
5/28/2019	33550

NAME / ADDRESS
HERMON RECREATION 333 Billings Rd. Hermon, ME 04401

REP	SPJ
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ITEM	DESCRIPTION	QTY	U/M	TOTAL
6CL9GA-1 5/8-KK...	6' HIGH GALV. 9 GA CHAINLINK FENCE INSTALLED W/TENSION WIRE	78		1,708.84
6CL9GA-1 5/8-TW...	6' GALV. 9 GA CHAINLINK FENCE CORNER INSTALLED W/TENSION WIRE	2		238.65
6CL9GA-1 5/8-TW...	6' GALV. 9 GA CHAINLINK FENCE END INSTALLED W/TENSION WIRE	4		448.60
6CL9GA-1 5/8GA...	12WX6H DOUBLE DRIVE GATE WITH 1-5/8 FRAME AND 9GA FABRIC/WITH 2.5 HARDWARE INSTALLED	1		569.36

TOTAL	\$2,965.45
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SIGNATURE _____

Phone #	Fax #	E-mail	Web Site
207-848-0770	207-848-0779	sales@allenfarmfence.com	www.allenfarmfence.com



Allenfarm Fence Company, Inc.
 18 Autocar Lane
 Hermon, ME 04401
 www.allenfarmfence.com

Estimate

DATE	ESTIMATE NO.
5/28/2019	33548

NAME / ADDRESS
HERMON RECREATION 333 Billings Rd. Hermon, ME 04401

REP	SPJ
-----	-----

ITEM	DESCRIPTION	QTY	U/M	TOTAL
6WSTOCKADEC	6' Cedar Stockade on Steel posts installed	8		2,025.24
6WSTOCKADEC...	6' Cedar Stockade DD Gate Installed-120" OPENING	1		631.83
6WSTOCKADEEP	6' Stockade Extra Post Installed	2		204.56

TOTAL	\$2,861.63
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SIGNATURE _____

Phone #	Fax #	E-mail	Web Site
207-848-0770	207-848-0779	sales@allenfarmfence.com	www.allenfarmfence.com



R19-20-01

Council Meeting Schedule

FY19-20

July 1, 2019 – June 30, 2020

July 18, 2019

August 8, 2019

September 12, 2019

October 10, 2019

November 14, 2019

December 12, 2019

January 9, 2020 (CIP SUBMISSION)

February 13, 2020

March 12, 2020 (FY21 BUDGET SUBMITTED)

April 9, 2020

May 14, 2020

June 11, 2020 Annual Town Meeting

June 18, 2020

CC COPY

Charles Lever IV

Steven Thomas

Anthony Reynolds

Douglas Sinclair, Sr.

John Snyder, III

Donna Ellis

Timothy McCluskey

JULY 18, 2019

Attest Original: _____

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____



R19-20-02

Be it resolved by the Hermon Town Council in town council assembled the Town will accept pre-payment of the 2020 taxes with no interest paid back on refunds, and interest on abatements will be paid at 8% annum.

CC COPY

SIGNED this July 18, 2019 by the Hermon Town Council:

Donna Ellis

Charles Lever, IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



R19-20-03

Be it resolved by the Hermon Town Council in Town Council assembled to approve Conley Events LLC liquor license on Thursday, July 18, 2019.

SIGNED this July 18, 2019 by the Hermon Town Council:

FC COPY

Donna Ellis

Charles Lever IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008 (Regular Mail)
 10 WATER STREET, HALLOWELL, ME 04347 (Overnight Mail)
 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:	
Good SOS & DBA: YES <input type="checkbox"/> NO <input type="checkbox"/>	

PRESENT LICENSE EXPIRES: _____

NEW application: Yes No

If business is NEW or under new ownership, indicate starting date: July 1, 2019

Requested inspection (New Licensees/Ownership Changes Only) Date: Any Business hours: 9-5 M-F

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input 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"/> GOLF COURSE (Class I,II,III,IV) | <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING |
| <input checked="" type="checkbox"/> OTHER: <u>Event Facility</u> | | <input type="checkbox"/> SELF-SPONSORED EVENTS |
- (QUALIFIED CATERERS ONLY)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Conley Events LLC</u>		Business Name (D/B/A) <u>Morgan Hill Event Center</u>	
APPLICANT(S) - (Sole Proprietor) <u>Ryan Conley</u>		DOB: <u>12/28/79</u>	
Address <u>307 J Husson Ave</u>		City/Town <u>Herman</u>	
State <u>ME</u>		State <u>ME</u>	
Zip Code <u>04401</u>		Zip Code <u>04401</u>	
Mailing Address <u>Bangor</u>		Same As Above? <input checked="" type="checkbox"/>	
City/Town <u>Bangor</u>		City/Town <u>Herman</u>	
State <u>ME</u>		State <u>ME</u>	
Zip Code <u>04401</u>		Zip Code <u>04401</u>	
Telephone Number <u>207-460-4639</u>		Business Telephone Number <u>207 848-7100</u>	
Fax Number <u>207 848 7172</u>		Fax Number <u>207848-7172</u>	
Federal I.D. # <u>84-1862790</u>		Seller Certificate #: or Sales Tax #:	
Email Address: <u>Ryan@morganhilleventcenter.com</u>		Website: <u>morganhilleventcenter.com</u>	




O18-19-13

BY ORDER of the Hermon Town Council, the following Public Hearing has been scheduled for Thursday July 18, 2019 at 7:00PM at the Public Safety Meeting Room.

TO CONSIDER comment regarding the Conley Events LLC (formerly Morgan Hill Event Center) Liquor License Application.

The Public shall be given the right to comment before the Council takes action.



Jeanne Jacques



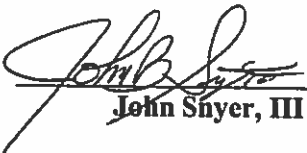
Steven Thomas



Steve Watson



Douglas Sinclair, Sr.



John Snyder, III



Donna Ellis



Timothy McCluskey

June 27, 2019

Attest Original: 

Motion	<u>Jacques</u>	Yeas	<u>Accepted</u>	Date <u>6/27/19</u>
Second	<u>Snyder</u>	Nays	<u>Unlabeled</u>	



R19-20-04

Be it resolved by the Hermon Town Council in Town Council assembled the acceptance of an ordinance titled "Amendment to Chapter 154 Zone change to Tax Map 39 Lot 2 § 154-006 (b) of the Hermon Town Code" be and enacted at the July 18, 2019 Town Council meeting.

SIGNED this July 18, 2019 by the Hermon Town Council:

QC COPY

Donna Ellis

Charles Lever IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____	Yeas _____	Date _____
Second _____	Nays _____	


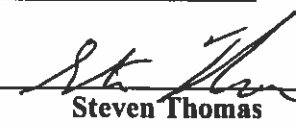
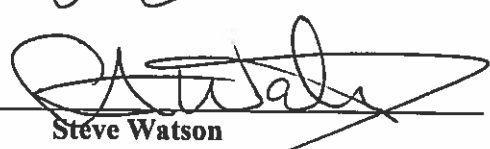
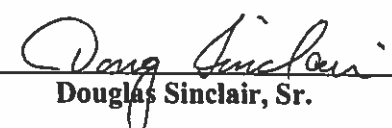
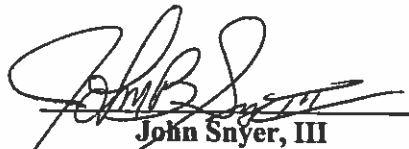




018-19-12

BY ORDER of the Hermon Town Council, the following Public Hearing has been scheduled for Thursday July 18th, 2019 at 7:00PM at the Public Safety Meeting Room.


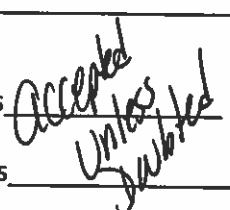
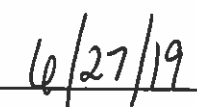

TO CONSIDER comment regarding the “Amendment to Chapter 154 Zone change to a portion of Tax Map 39 Lot 2 § 154-006 (b) of the Hermon Town Code” The Planning Board will be holding its own public hearing and review of the application at its next scheduled Planning Board Meeting.

The Public shall be given the right to comment before the Council takes action.

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

June 27, 2019

Attest Original: 

Motion		Yeas		Date	
Second		Nays			



TO: Howard Kroll, Town Manager
FROM: Josh Berry, Code Enforcement Officer
DATE: July 12, 2019
SUBJECT: Map 39 Lot 2 – Wicklow/Pomeroy

It is the recommendation of the Planning Board that a portion of Map 39 Lot 2, by 5 - 1 vote, be zoned Residential A rather than Residential B in accordance with § 154-006 (b) Town of Hermon Land Use Ordinance. This change will allow the developer to use 150' of road frontage per lot instead of the 200' required by Residential B.



R19-20-05

Be it resolved by the Hermon Town Council in town council assembled to schedule a public hearing on Thursday, August 8, 2019 to consider the Hermon Snowmobile Club's Concourse Gathering Permit Application.

SIGNED this July 18, 2019 by the Hermon Town Council:

COPY

Donna Ellis

Charles Lever IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____

CONCOURSE GATHERING PERMIT APPLICATION

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

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

Commencing Date and Time of Event: AUGUST 17-18
Termination Date and Time: AUGUST 18

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

APPLICANT INFORMATION:

Name: PENOBSCOT SNOWMOBILE
Address: 795 BOG RD.
HERMON, ME. 04401
Telephone Number: 852-8961

Chair of the Event INFORMATION:

Name: Byron Ogden
Address: 2150 OHIO ST
BANGOR, ME. 04401
Telephone Number: 852-8961

MAILING ADDRESS
FOR
PERMIT
PLEASE

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

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

Authorizing signature and title if applicable

Date

If Event is for an ORGANIZATION:

Name of the Chairman: Byron Ojden

Address of the Chairman: 2150 OHIO ST
BANGOR, ME. 04401

Telephone Number of the Chairman: 852-8961

Other officials of organization:

EVENT CHAIR / CLUB DIRECTOR
Name/Title

Name/Title

Name/Title

Name/Title

Location of planned event: 795 BOG RD

PROPERTY OWNER INFORMATION:

Name: PENOBSCOT SNOWMOBILE CLUB

Address: 795 BOG RD,

BERMON, MAINE 04461

Telephone Number: 852-8961

Name: _____

Address: _____

Telephone Number: _____

Name: _____

Address: _____

Telephone Number: _____

Name: _____

Address: _____

Telephone Number: _____

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

Property owner signature: _____

Date: _____

Property owner signature: _____

Date: _____

Property owner signature: _____

Date: _____

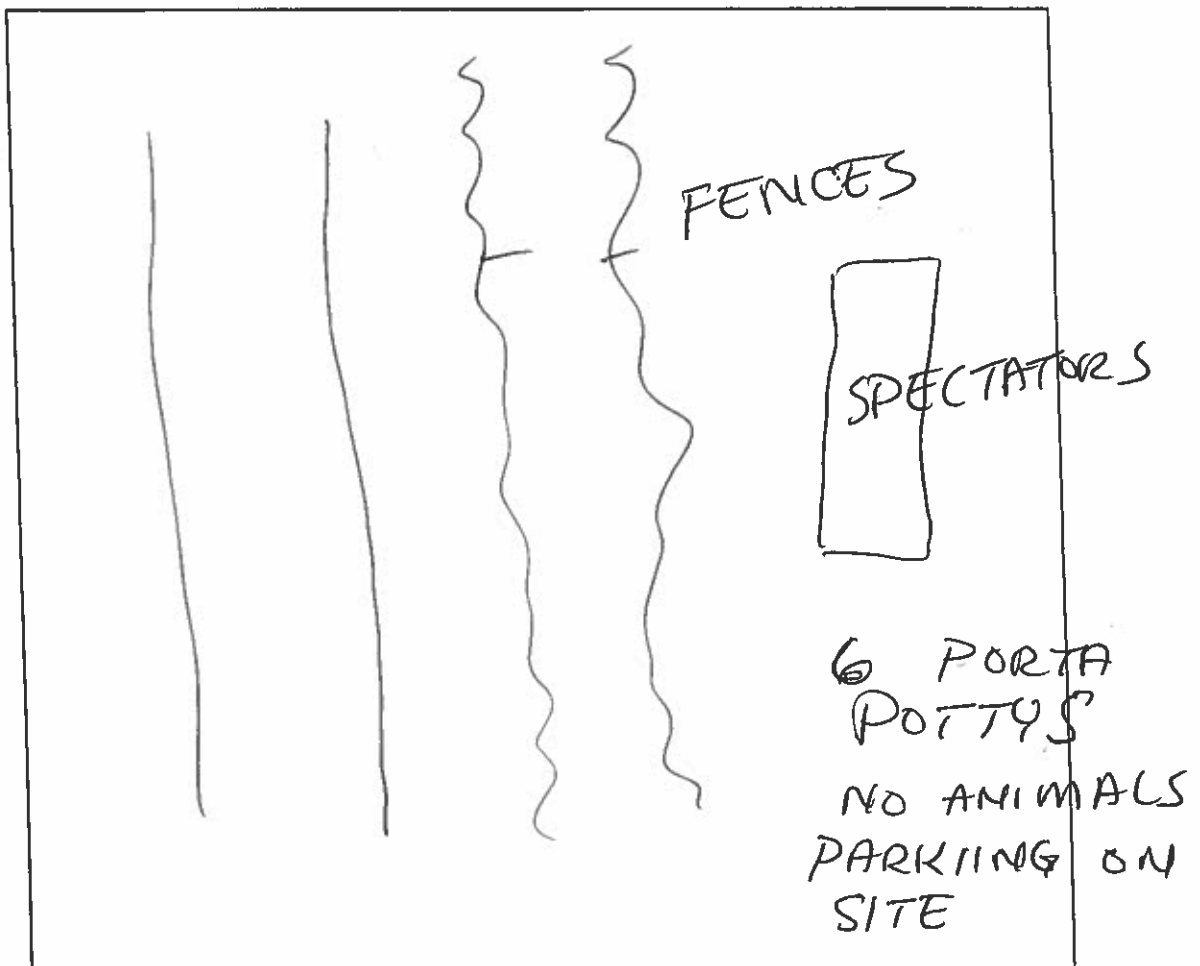
Property owner signature: _____

Date: _____

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

DRAG RACES - GRASS

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



PSC OWNS APPROX. 50 ACRES
REQUEST WAIVER FOR
CLUB OWNED LAND

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

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

Additional information requested:

-

-

-

Council Chair

Date

Additional information attached, reviewed and deemed

Acceptable

Unacceptable

Council Chair

Date

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

Council Chair

Date

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

SIGNED this ____ day of _____, ____ by the Town Council:



R19-20-06

Be it resolved by the Hermon Town Council in town council assembled to approved the proposed agreement between Hermon Volunteer Rescue Squad and the Town of Hermon and replace in its entirety the existing agreement dated 10 October 2015.

SIGNED this 18 July 2019 by the Hermon Town Council:



Donna Ellis

Charles Lever IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____

A PUBLIC/PRIVATE PARTNERSHIP AGREEMENT

FOR EMERGENCY MEDICAL SERVICES

THE TOWN OF HERMON

And

HERMON VOLUNTEER RESCUE & FIRST AID SQUAD, INC.

THIS AGREEMENT made and entered into this day of July 1, 2019, by and between Hermon Volunteer Rescue & First Aid Squad, Inc., a non-profit corporation organized under the laws of the State of Maine with its principal place of business in Hermon, County of Penobscot, State of Maine. (hereinafter referred to as "HVRS" and the Town of Hermon, a municipal corporation duly organized and located in the County of Penobscot, State of Maine (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS the Municipality desires to establish a non transporting emergency medical service to provide the most efficient use of its employees and resources, to improve working relationships, cultivate partnerships, and provide improved emergency services desires to partner with HVRS for ground transporting ambulance services to serve its inhabitants, and;

WHEREAS HVRS is a Maine licensed emergency ambulance service, licensed at the EMT - Basic level, permitted to the EMT - Paramedic level, having the capability of providing such services, is willing to operate said ambulance service in order to serve the Municipality by providing emergency medical as well as primary emergency ground transporting services, to and for the resident of the Municipality.

THEREFORE in consideration of the mutual covenants and agreements contained herein, HVRS and the Municipality agree as follows:

TERM

- 1. This Agreement shall remaining force and effect for a term of ten (10) years, beginning July 1, 2019 and ending June 30, 2029, with automatic additional ten (10) year renewal, unless sooner terminated as hereinafter provided.**

HVRS SERVICES PROVIDED

- 1. HVRS shall provide for service at a minimum, two (2) Maine licensed ambulances consistent with the service license. The ambulances shall be available twenty four (24) hours a day seven (7) days a week. In cases when the ambulances are not available HVRS will maintain orders with Penobscot Regional Communications Center (PRCC) for another ambulance service to be dispatched immediately per HVRS dispatching policy.**
- 2. HVRS shall maintain Maine licensed personnel consistent with the service license. HVRS shall also provide Ambulance Vehicle Operators Course (EVOC) certified, CPR certified, and first aid trained divers. HVRS annually completes background checks using one or more of the following agencies; Penobscot Sheriff's Department, State Police, and the Department of Health and Human Services. The hiring or rejection standards for HVRS are the same as the licensure or non-licensure standards utilized by the Maine EMS Office. Contact information in the form of a roster will be provided as needed but not less than annually to the Municipality.**
- 3. HVRS shall provide all necessary equipment and supplies, consistent with the service and ambulance licensees, as specified on the State of Maine Emergency Medical Services Inspection Form. HVRS shall also stock any other equipment, supplies of materials HVRS deems necessary.**
- 4. HVRS shall maintain agreements, contracts, and mutual aid agreements as needed. In the event advanced life support (ALS) services, additional personnel or ambulances are needed HVRS shall immediately request that PRCC dispatch the resource. Copies of said agreements shall be provided to the Municipality if available.**
- 5. HVRS shall remain in good standing as a participating provider under the terms of the Health Care Financing Administration and the State of Maine with Federal Medicare, Maine-Care and other private insurance programs.**
- 6. HVRS shall respond to all medical emergencies under the terms of this agreement from its ambulance base in Hermon, located at 262 Billings Road.**
- 7. HVRS shall maintain communications equipment that will communicate with Hermon law Enforcement, Hermon Fire Department (HFD), Hermon Public Works Department (HPW), PRCC and other agencies as necessary for the delivery of services.**
- 8. HVRS shall provide stand-by coverage at no cost when requested and**

available for the Municipality, tree and wires down calls are excluded. HVRS shall operate under the National Incident Command System (NIMS). Command shall not stage HVRS in the "hot zone" nor shall any HVRS member enter a "hot zone" without command approval. Command shall notify HVRS upon the scene being deemed safe.

9. HVRS shall notify and allow Municipal employees access to all continuing education hours (CEH) training held or sponsored by HVRS.
10. HVRS shall submit to the Municipality an annual report to be included in the Town's annual report to its citizens.
11. HVRS shall provide restocking of basic disposable medical supplies used by the Municipality in the course of patient care. ALS supplies to include defib pads, king tubes, bvm's, oxygen tanks and drugs of any kind shall be excluded from this provision.
12. HVRS shall resolve, to the satisfaction of the Town Manager, any written questions, concerns, or complaints received by the Municipality within seven (7) days of receipt. Questions, concerns, or complaints received by the Municipality shall be forwarded to HVRS within seven (7) days. HVRS's Board of Directors or a designee shall participate in meeting with the Town Manager or a designee as needed, to jointly address issues.
13. HVRS shall provide service in compliance with Maine Revised Statute Title 32 Chapter 2-B Maine Emergency Medical services Act of 1982 and all associated rules, regulations and protocols.
14. HVRS shall provide quarterly response statistics to the Municipality by date, call volume and nature.
15. HVRS shall provide notification on an annual basis of NIMS compliance. The notification shall be from the Chairman of the Board of Directors in the form of a letter stating compliance.

MUNICIPAL SERVICES PROVIDED

1. The Municipality shall designate a page for HVRS on its Municipal web site if available.
2. The Municipality shall develop, license and institute a non-transporting emergency medical service, (a first responder service) if appropriate.

3. **The Municipality shall maintain insurance coverage for its members to include professional liability and worker compensation.**
4. **The Municipality shall provide space for an HVRS report to be included in the Municipal Annual Report, if appropriate.**
5. **The Municipality shall provide HVRS with a roster and contact information for its fire and emergency services (medical) personnel.**
6. **The Municipality shall notify and allow HVRS access to all CEH training held or sponsored by the Municipality.**
7. **The Municipality shall institute negotiations for additional agreement extension periods one year prior to the agreement expiration.**
8. **The Municipality shall make available to HVRS the Hermon Public Works department (HPWD) for snow removal at no cost when requested and available. This shall not be a routine occurrence and shall occur during an emergency or short term solution if HVRS's normal provider is not available.**
9. **The Municipality shall make available to HRRS its law enforcement personnel for the purposes of criminal background checks at no cost when requested and available.**
10. **With the exception of calls listed in Exhibit B, the Hermon Fire Department (HFD) will not routinely respond to emergency medical calls. The Municipality shall make available the HFD for assistance at no cost when requested and available, this shall not be a routine occurrence.**

INSURANCE

1. **HVRS shall provide and keep in force, the following Insurances:**
 - A. **Professional Liability** \$1,000,000 coverage each claim
(Errors & Omissions)
 - B. **Commercial General Liability** \$1,000,000 per occurrence
(Bodily Injury & Property Damage)
 - C. **Automobile Liability** \$1,000,000 per occurrence
(Including Hired & Non Owned) (Bodily Injury & Property Damage)
 - D. **Bonding (Secretary/Treasurer and the Board of Directors)**

E. Workers Compensation (MMA)	Required for all personnel
Employers Liability minimum limits:	
Bodily injury by accident:	\$100,000 each accident
Bodily injury by disease:	\$100,000 each accident
Bodily injury by disease:	\$100,000 policy limit

2. HVRS shall maintain the Municipality as additional insured and provide said Certificate of Insurance to the Municipality annually.
3. HVRS assumes no responsibility for non-roster personnel injured in the performance of providing emergency medical services during calls or training events sponsored by HVRS.

INDEMNIFICATION

1. The Municipality and HVRS shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to services provided under the Agreement. Each party (indemnitor) shall indemnify, defend and hold the other party (indemnitee) its officers, employees, and agents harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and cost, including reasonable attorney's fees, that the indemnitee may become liable to pay or defend arising from or attributable to any acts or omissions of the indemnitor, its agents, employees or subcontractors, in performing its obligations under this Agreement, including, without limitation, for violation of proprietary rights, reproduction, delivery, performance, use of disposition on any data furnished under the Agreement or biased on any libelous or other unlawful matter contained in such data.

CONFIDENTIALITY

1. The Municipality and HVRS shall comply with all the laws and regulations relating to confidentiality and privacy as required by the Health Insurance Portability, Privacy and Accountability Act (HIPPA).

FORCE MAJEURE

1. HVRS shall not be liable or be deemed to be in breach of the Agreement for any failure or delay in services arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may

include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargos or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

REFUSALS TO PERFORM

- 1. HVRS shall have the sole discretion to refuse to respond when such response would create an unreasonable risk of danger to HVRS employees or equipment.**

LICENSING

- 1. HVRS shall secure in its name and at its expense, all federal, state and local licenses and permits required for service operation at the EMT - Basic level and permitted to the EMT - Paramedic level under this Agreement and provide proof of such licensure or permit to the Municipality prior to commencing work.**

ENTIRE AGREEMENT

- 1. This Agreement sets forth the entire Agreement between the Municipality and HVRS on the subject matter hereof and replaces and supersedes all prior Agreements on the subject, whether oral or written, expressed or implied.**

INDEPENDENT CONTRACTOR

- 1. In performing the services required herein, it is mutually understood and agreed that HVRS and its employees are independent contractors and are in no way the representatives, agents, servants, or employees of the Municipality, HVRS employees and agents carrying out services covered by this Agreement do not represent the Municipality in any capacity. HVRS will be responsible for compliance with all the applicable laws, rules and regulations.**

MUNICIPAL SUBSIDY

1. **The Municipality shall pay to HVRS, as a subsidy for said services, the following:**
 - A. **For the first full year of the Agreement beginning July 1, 2019 and ending June 30, 2020, the Municipality shall pay the HVRS the sum of Two Hundred Ten Thousand and Two Hundred Ten Dollars (\$210,210.00).**
 - B. **For the second year, thru the remainder of years included in this Contract, the Municipality shall pay the HVRS the amount of funds raised and approved by the taxpayers of the Town of Hermon at Annual Town Meetings.**
 - C. **The Municipality shall pay to the HVRS the subsidy due in the first warrant period of each month. HVRS shall supply a monthly bill for the subsidy to be paid from.**
2. **HVRS and the Municipality may increase the subsidy by any cost that may be mutually negotiated and agreed upon.**

HVRS SUBSIDY

1. **HVRS shall supply the Municipality monthly billing for the services to be provided.**
2. **HVRS shall utilize the Municipal subsidy for the "Commitment Board" portion of its payroll system only. Any funds not utilized for that specific purpose shall be returned to the Municipality.**
3. **HVRS shall pay the Municipality a fee of \$75.00 for Advanced Life Support, (ALS). Said fee shall be paid on a quarterly basis, upon receipt of a bill.**

SIMULTANEOUS CALL DISPATCH

1. **The Municipality will provide for simultaneous dispatch for all medical calls in Hermon, as well as any call that the officer in charge,(police or fire) deems necessary. HVRS will also provide stand by for all active fires.**

TERMINATION

- 1. This Agreement may be terminated at any time, by mutual agreement, of the parties in writing. In such event, the effective date of termination shall be no less than ninety (90) days from the notice of intent sent to: HVRS, PO Box 6064, Hermon, Maine 04402 or Town of Hermon, PO BOX 6300, Hermon Maine 04402.**
- 2. This Agreement may be terminated by either party, effective at the end of any fiscal year, provided that at least on hundred and eighty (180) days advance written notice of intent to terminate is provided.**
- 3. This Agreement may be terminated upon written notice in the event the Municipality or HVRS determines that the other party has breached any material term of this Agreement. The party notified shall be allowed sixty (60) days to cure any such breach or present a plan of correction mutually agreed upon.**
- 4. The Municipality's obligation for payment of the subsidy for the period when this Agreement was in effect shall survive any termination of the Agreement. HVRS shall reimburse any funds for non-coverage, when in effect to the Municipality.**

GOVERNING LAW & JURISDICTIONS

- 1. This Agreement shall be interpreted in accordance with the laws of the State of Maine. The parties agree that any claim which may be filed as a result of any controversy arising under the terms hereof shall be filed only in the State of Maine.**

AMENDMENT

- 1. HVRS rights and obligations under this Agreement shall not be assigned in whole or in part to any successor entity of HVRS without first obtaining the Municipality's prior written consent: such consent shall not be unreasonably withheld.**

AGREEMENT REVIEW

1. **HVRS and the Municipality shall review this Agreement no later than ninety (90) days prior to the end of the first year for any mutually agreed changes.**

AUTHORIZATIONS

1. **The Municipality certifies that it has properly undertaken all acts necessary and is fully authorized to enter into this Agreement and that the individual signing this Agreement on behalf of the Municipality has been duly authorized.**
2. **HVRS certifies that is has properly undertaken all acts necessary and is fully authorized to enter into this Agreement and that the individual signing this Agreement on behalf of the HVRS has been duly authorized.**

IN WITNESS WHEREOF, Hermon Volunteer Rescue & First Aid Squad, Inc., and the Town of Hermon have caused this Agreement to be executed as of the day and year written.

**Hermon Volunteer Rescue & First
Aid Squad, Inc.**

Town of Hermon

**G. Stephen Watson
Chairman, Board of Directors
Heretofore duly Authorized**

**Howard Kroll
Town Manager
Heretofore duly Authorized**

**WITNESS
Kristin Cushman
Town Clerk**

**WITNESS
Kristin Cushman
Town Clerk**

DATE: _____

DATE: _____



O19-20-01

BY ORDER of the Hermon Town Council, the following Public Hearing has been scheduled for Thursday August 8th, 2019 at 7:00PM at the Public Safety Meeting Room.

TO CONSIDER comment regarding the “Amendment to Chapter 154 Zone change to a portion of Tax Map 14 Lot 24 § 154-006 (b) of the Hermon Town Code”.

COPY

The Public shall be given the right to comment before the Council takes action.

_____ Tony Reynolds	_____ Steven Thomas
_____ Charles Lever IV	_____ Douglas Sinclair, Sr.
_____ John Snyder, III	_____ Donna Ellis
_____ Timothy McCluskey	

Attest Original:

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____



TO: Howard Kroll, Town Manager
FROM: Josh Berry, Code Enforcement Officer
DATE: July 12, 2019
SUBJECT: Map 14 Lot 24

It is the recommendation of the Planning Board that the Town Council schedule a Public Hearing, for August 8th at 7:00 PM, to consider comments on a Zone Change Request to a portion of Map 14 Lot 24 (Coldbrook Rd) . The proposed zone change will be from Residential B to Industrial.



FR19-20-02

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 \$30,000.00 for purchasing site and construction services from Dunbar and Brawn Construction of Bangor for the Elementary School Addition/Expansion construction project at the Patricia A. Duran Elementary School.

Be it further resolved the cost of the services is to be paid for from the School Capital Reserve Account (HERM21) for the remaining balance of Invoice #23 of this project. This is the FINAL payment of their contract.

COPY

SIGNED this 18 July 2019 by the Hermon Town Council:

Donna Ellis

Charles Lever IV

John Snyder

Anthony Reynolds

Douglas Sinclair, Sr.

Steven Thomas

Timothy McCluskey

Attest Original: _____

Motion _____

Yeas _____

Second _____

Nays _____

Date _____

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: Hermon Elementary
APPLICATION NO: 23-18
D&B Job #: 1706

FROM: 1-Oct-18
TO: Final

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

Contract Date: May 1, 2017

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

Invoice Date Final

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

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner

Number	Approved this Month	ADDITIONS	DEDUCTIONS
	Date Approved	\$0.00	\$0.00
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 or which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Babarn
7/18/19 - \$30,000

Wendy J Clancy
WENDY J CLANCY
Notary Public - Maine
My Commission Expires December 9, 2021

Contractor: DUNBAR & BRAUN CONSTRUCTION
Submitted By: *Wendy J Clancy*

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$132,924.07
(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.

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.

Herron Elementary
 1706

Invoice Date 2-Dec-18

A ITEM NO.	B DESCRIPTION OF WORK	C Schedule of Values		D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED	% COMPLETE	H BALANCE TO FINISH (C - G)
	7 month duration								
010 007	Field Engineer	\$5,500.00	\$7,032.55	\$0.00	\$0.00		\$7,032.55	128%	-\$1,532.55
010 008	Mob & Demob	\$5,035.00	\$6,045.25	\$0.00	\$0.00		\$6,045.25	120%	-\$1,010.25
010 013	Architectural Fees	\$239,167.00	\$226,875.00	\$0.00	\$0.00		\$226,875.00	95%	\$12,292.00
010 025	Fee	\$93,607.00	\$89,411.26	\$0.00	\$0.00		\$89,411.26	96%	\$4,195.74
010 026	Preconstruction	\$2,500.00	\$2,500.00	\$0.00	\$0.00		\$2,500.00	100%	0.00%
010 029	Demo Disposal	\$28,900.00	\$8,165.82	\$0.00	\$0.00		\$8,165.82	28%	\$20,734.18
010 030	Contingency	\$77,136.00	\$40,938.38	\$10,534.47	\$0.00		\$51,472.85	67%	\$25,663.15
010 038	Trucking	\$4,440.00	\$5,924.77	\$0.00	\$0.00		\$5,924.77	133%	-\$1,484.77
010 040	General Conditions	\$259,091.63	\$259,091.63	\$0.00	\$0.00		\$259,091.63	100%	\$0.00
010 068	Performance Bonds	\$53,281.00	\$32,518.00	\$0.00	\$0.00		\$32,518.00	61%	\$20,763.00
010 080	Construction Photos	\$1,000.00	\$704.37	\$0.00	\$0.00		\$704.37	70%	\$295.63
015 301	Temp Protection	\$9,400.00	\$8,594.28	\$0.00	\$0.00		\$8,594.28	91%	\$805.72
015 302	Temp Fencing	\$25,000.00	\$22,640.16	\$0.00	\$0.00		\$22,640.16	91%	\$2,359.84
015 307	Winter Conditions	\$50,000.00	\$44,640.40	\$0.00	\$0.00		\$44,640.40	89%	\$5,359.60
015 400	Concrete Testing	\$12,000.00	\$5,370.09	\$0.00	\$0.00		\$5,370.09	45%	\$6,629.91
015 500	Small Tools & Equipment	\$5,000.00	\$5,181.34	\$0.00	\$0.00		\$5,181.34	104%	-\$181.34
016 500	Earthwork Equip Rental	\$4,060.00	\$5,160.81	\$0.00	\$0.00		\$5,160.81	127%	-\$1,100.81
016 603	Lull	\$17,760.00	\$32,860.18	\$0.00	\$0.00		\$32,860.18	185%	-\$15,100.18
020 111	Site Subcontractor	\$609,300.00	\$604,375.25	\$0.00	\$0.00		\$604,375.25	99%	\$4,924.75
020 200	Demolition	\$19,216.00	\$22,773.69	\$0.00	\$0.00		\$22,773.69	119%	-\$3,557.69
020 296	Demo Concrete	\$2,798.40	\$4,356.43	\$0.00	\$0.00		\$4,356.43	156%	-\$1,558.03
020 506	Negative Air Machine	\$4,007.30	\$7,900.00	\$0.00	\$0.00		\$7,900.00	197%	-\$3,892.70
029 103	Site Support	\$8,250.00	\$10,009.26	\$0.00	\$0.00		\$10,009.26	121%	-\$1,759.26
030 011	Expansion Joint	\$3,631.01	\$2,836.26	\$0.00	\$0.00		\$2,836.26	78%	\$794.75
030 400	Sub-contractor work	\$169,550.00	\$169,550.00	\$0.00	\$0.00		\$169,550.00	100%	\$0.00
030 706	Anchor Bolts	\$8,709.25	\$7,045.11	\$0.00	\$0.00		\$7,045.11	81%	\$1,664.14
040 400	Sub-contractor work	\$8,000.00	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$8,000.00
040 500	Masonry Steel	\$3,717.70	\$0.00	\$0.00	\$0.00		\$0.00	0%	\$3,717.70
050 113	Erect Steel	\$132,920.45	\$33,578.40	\$0.00	\$0.00		\$33,578.40	25%	\$99,342.05
050 128	Field Welding	\$7,920.54	\$2,465.42	\$0.00	\$0.00		\$2,465.42	31%	\$5,455.12
060 002	Building Sheathing	\$121,002.50	\$134,181.91	\$0.00	\$0.00		\$134,181.91	111%	-\$13,179.41
060 011	Int. Wall Framing	\$95,219.10	\$113,733.56	\$0.00	\$0.00		\$113,733.56	119%	-\$18,514.46
060 013	Ext. Wall Framing	\$63,399.00	\$76,012.86	\$0.00	\$0.00		\$76,012.86	120%	-\$12,613.86

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.

Hermon Elementary
 1706

Invoice Date 2-Dec-18

A ITEM NO.	B DESCRIPTION OF WORK 7 month duration	C Schedule of Values		D WORK COMPLETED FROM PREVIOUS APPLICATION		E WORK COMPLETED THIS PERIOD		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED	% COMPLETE	H BALANCE TO FINISH (C - G)
		Values									
060 014	Trusses	\$114,335.50		\$149,091.28		\$0.00			\$149,091.28	130%	-\$34,755.78
060 017	Soffit/Facia	\$20,829.25		\$27,186.95		\$0.00			\$27,186.95	131%	-\$6,357.70
060 020	Blocking	\$26,344.10		\$18,188.62		\$0.00			\$18,188.62	69%	\$8,155.48
060 023	Roof Bracing	\$24,610.00		\$21,832.87		\$0.00			\$21,832.87	89%	\$2,777.13
060 025	Ladder Truss	\$12,496.33		\$8,663.59		\$0.00			\$8,663.59	69%	\$3,832.74
060 117	LVLS	\$8,468.00		\$15,816.83		\$0.00			\$15,816.83	187%	-\$7,348.83
060 121	PVC Trim	\$25,698.66		\$22,429.09		\$0.00			\$22,429.09	87%	\$3,269.57
060 123	Roof frame & deck	\$6,283.40		\$5,777.41		\$0.00			\$5,777.41	92%	\$505.99
060 126	Headers	\$10,156.00		\$5,980.25		\$0.00			\$5,980.25	59%	\$4,175.75
060 127	Strap Ceilings	\$15,745.41		\$19,219.92		\$0.00			\$19,219.92	122%	-\$3,474.51
060 130	Ships Ladder	\$6,848.25		\$2,714.62		\$0.00			\$2,714.62	40%	\$4,133.63
060 131	Attic Floor	\$23,461.85		\$20,190.54		\$0.00			\$20,190.54	86%	\$3,271.31
060 132	Ext Wall Bracing	\$22,708.26		\$15,632.81		\$0.00			\$15,632.81	69%	\$7,075.45
070 003	Insulation	\$58,611.56		\$58,613.19		\$0.00			\$58,613.19	99%	\$598.37
070 008	Metal Roofing	\$192,805.00		\$192,805.00		\$0.00			\$192,805.00	100%	\$0.00
070 011	Vinyl Soffit	\$10,196.00		\$7,870.16		\$0.00			\$7,870.16	77%	\$2,325.84
070 013	Vinyl Siding	\$59,586.06		\$71,928.15		\$0.00			\$71,928.15	121%	-\$12,342.09
070 014	Alum Trim/Flashing	\$35,549.66		\$25,407.15		\$0.00			\$25,407.15	71%	\$10,142.51
070 044	Poly Walls	\$13,486.65		\$10,251.43		\$0.00			\$10,251.43	76%	\$3,235.22
070 045	Poly Ceiling	\$19,670.64		\$13,284.26		\$0.00			\$13,284.26	68%	\$6,386.38
070 083	Gutters/Downspouts	\$8,200.00		\$0.00		\$5,075.00			\$5,075.00	62%	\$3,125.00
070 086	Canopy	\$51,331.20		\$2,411.57		\$0.00			\$2,411.57	5%	\$48,919.63
080 001	Windows	\$52,547.76		\$60,889.94		\$0.00			\$60,889.94	116%	-\$8,342.18
080 003	Doors	\$85,708.80		\$120,972.00		\$0.00			\$120,972.00	141%	-\$35,263.20
080 012	Alum Storefront	\$64,750.00		\$35,418.00		\$0.00			\$35,418.00	55%	\$29,332.00
090 001	Painting	\$101,658.67		\$89,044.88		\$0.00			\$89,044.88	88%	\$12,613.79
090 004	ACT	\$42,000.00		\$55,301.08		\$0.00			\$55,301.08	132%	-\$13,301.08
090 005	Flooring	\$75,600.00		\$73,102.00		\$0.00			\$73,102.00	97%	\$2,498.00
090 018	Gyp Walls	\$182,066.01		\$240,336.66		\$0.00			\$240,336.66	132%	-\$58,270.65
090 019	Gyp Ceiling	\$74,813.88		\$71,309.69		\$0.00			\$71,309.69	95%	\$3,504.19
090 026	Patch & Repair Drywall	\$10,787.12		\$8,482.10		\$0.00			\$8,482.10	79%	\$2,305.02
090 050	Interior Soffit Frame	\$7,311.40		\$2,199.06		\$0.00			\$2,199.06	30%	\$5,112.34
090 052	Patch & Repair	\$10,384.65		\$9,975.33		\$0.00			\$9,975.33	96%	\$409.32
090 055	Insulate Walls	\$28,963.41		\$28,261.73		\$0.00			\$28,261.73	98%	\$701.68

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.

Hermon Elementary
 1706

Invoice Date 2-Dec-18

A	B	C	D	E	F	G	H	
ITEM NO.	DESCRIPTION OF WORK	Schedule of Values	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED	% COMPLETE	BALANCE TO FINISH (C - G)
	090 056 Blocking	\$14,483.00	\$7,605.66	\$0.00	\$0.00	\$7,605.66	53%	\$6,877.34
	090 068 Backer Board for tile	\$17,509.68	\$14,408.50	\$0.00	\$0.00	\$14,408.50	82%	\$3,101.18
	100 009 Fire Extinguisher	\$1,042.80	\$320.00	\$0.00	\$0.00	\$320.00	31%	\$722.80
	100 010 Toilet Accessories	\$3,632.00	\$1,956.68	\$0.00	\$0.00	\$1,956.68	54%	\$1,675.32
	100 011 Toilet Partitions	\$10,176.00	\$7,618.75	\$0.00	\$0.00	\$7,618.75	75%	\$2,557.25
	120 002 Counter tops	\$1,878.21	\$1,326.52	\$0.00	\$0.00	\$1,326.52	71%	\$551.69
	120 005 Cabinets	\$4,405.95	\$1,758.80	\$0.00	\$0.00	\$1,758.80	40%	\$2,647.15
	130 001 Sprinklers	\$65,450.00	\$53,070.00	\$0.00	\$0.00	\$59,500.00	91%	\$5,950.00
	150 003 HVAC & Plumbing Sub	\$530,050.00	\$519,154.02	\$0.00	\$0.00	\$519,154.02	98%	\$10,895.98
	160 001 Electrical Sub	\$287,000.00	\$287,000.00	\$0.00	\$0.00	\$287,000.00	100%	\$0.00
	Total	\$4,590,160.00	\$4,396,679.53	\$22,039.47	\$0.00	\$4,418,719.00	96%	\$171,441.00
	Original Contract Total	\$4,590,160.00						

CO#	PCO #	Contract Revisions	C	D	E	F	G	H	
1	1	ledge removal	\$44,188.55	\$44,188.55	\$0.00	\$0.00	\$44,188.55	100%	\$0.00
	2	alternate roofing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00
3	3	Ceramic Tile	\$154,973.37	\$154,973.37	\$0.00	\$0.00	\$154,973.37	100%	\$0.00
4	4	ledge removal	\$10,914.29	\$10,914.29	\$0.00	\$0.00	\$10,914.29	100%	\$0.00
5	5	battery backup for lights	\$1,391.50	\$1,391.50	\$0.00	\$0.00	\$1,391.50	100%	\$0.00
6	6	Quarry tile in lobby	\$8,331.88	\$8,331.88	\$0.00	\$0.00	\$8,331.88	100%	\$0.00
7	7	Utility allowance difference	\$5,503.47	\$5,503.47	\$0.00	\$0.00	\$5,503.47	100%	\$0.00
8	8	Septic Modification	\$14,913.10	\$14,913.10	\$0.00	\$0.00	\$14,913.10	100%	\$0.00
9	9	ACT Increase	\$7,920.00	\$7,920.00	\$0.00	\$0.00	\$7,920.00	100%	\$0.00
10	10	Connector canopies	\$29,887.13	\$29,887.13	\$0.00	\$0.00	\$29,887.13	100%	\$0.00
11	11	Ledge removal @ dropoff/parking area	\$91,854.88	\$91,854.88	\$0.00	\$0.00	\$91,854.88	100%	\$0.00
12	12	Ditch Maintenance	\$18,759.88	\$18,759.88	\$0.00	\$0.00	\$18,759.88	100%	\$0.00
13	13	Lobby Floors	\$5,607.61	\$0.00	\$5,607.61	\$0.00	\$5,607.61	100%	\$0.00
		Total Revisions	\$394,245.66	\$388,638.05	\$5,607.61	\$0.00	\$394,245.66		\$0.00

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 **\$132,924.07** 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 **December 2, 2018.**

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.

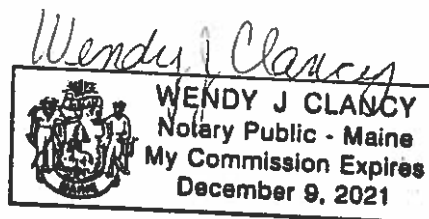
Dunbar & Brawn Construction



Signature

Brent Hartley

Printed Name and Title



Dunbar & Brawn Construction

D & B Job: 1706
Hermon Elementary School

	Hours	Rate	Previously Billed	Current Billing	Total Cost To Date	Totals
Labor:						
Preconstruction	50.0	\$ 50.00	\$ 2,500.00	\$ -	\$ 2,500.00	
Project Manager	0.0	\$ 57.87	\$ -	\$ -	\$ -	
Superintendent	0.0	\$ 57.36	\$ -	\$ -	\$ -	
Foreman	2961.5	\$ 54.32	\$ 160,868.68	\$ -	\$ 160,868.68	
Foreman - overtime	831.0	\$ 69.57	\$ 57,812.67	\$ -	\$ 57,812.67	
Carpenter	13185.0	\$ 34.55	\$ 448,735.40	\$ 6,806.35	\$ 455,541.75	
Carpenter - overtime	1730.5	\$ 46.39	\$ 80,277.90	\$ (0.00)	\$ 80,277.90	
Ironworker	54.0	\$ 44.10	\$ 2,381.40	\$ -	\$ 2,381.40	
Laborer	5960.5	\$ 29.97	\$ 177,557.27	\$ 1,078.92	\$ 178,636.19	
Laborer - overtime	663.5	\$ 37.24	\$ 24,708.74	\$ -	\$ 24,708.74	\$ 962,727.32
General Conditions:			\$ 259,091.63	\$ -	\$ 259,091.63	\$ 259,091.63
Equipment:			\$ 149,143.02	\$ -	\$ 149,143.02	\$ 149,143.02
Consumables:			\$ 147,619.33	\$ 20.53	\$ 147,639.86	\$ 147,639.86
Materials:			\$ 543,242.63	\$ 284.50	\$ 543,527.13	\$ 543,527.13
Subcontractors:						
Carpenter Associates			\$ 230,981.95	\$ 2,145.00	\$ 233,126.95	
S. W. Cole			\$ 9,223.57	\$ -	\$ 9,223.57	
Sitewerx			\$ 752,375.00	\$ 28,925.25	\$ 781,300.25	
Peopleready			\$ 1,325.44	\$ -	\$ 1,325.44	
Plisga & Day Surveyors			\$ 682.13	\$ -	\$ 682.13	
Lindsey Foundations			\$ 180,935.00	\$ 3,520.00	\$ 184,455.00	
Tim Tribou Glass			\$ 35,418.00	\$ -	\$ 35,418.00	
Roof Systems of Maine			\$ 204,215.00	\$ -	\$ 204,215.00	
Limitless, Inc			\$ 13,260.38	\$ 1,645.62	\$ 14,906.00	
Builders Installed Products			\$ -	\$ 5,075.00	\$ 5,075.00	
Bangor Acoustical Ceilings			\$ 17,200.00	\$ -	\$ 17,200.00	
Franck Acoustics			\$ 35,880.00	\$ -	\$ 35,880.00	
Paul White Tile			\$ 209,702.00	\$ -	\$ 209,702.00	
Eastern Fire			\$ 53,070.00	\$ 6,430.00	\$ 59,500.00	
Ranor, Inc.			\$ 518,659.01	\$ -	\$ 518,659.01	
Carmel Electric			\$ 300,868.00	\$ 33,880.00	\$ 334,748.00	
PDK, Inc			\$ 150.00	\$ -	\$ 150.00	
			\$ -	\$ -	\$ -	\$ 2,645,566.35
Fee:			\$ 76,588.02	\$ -	\$ 76,588.02	\$ 76,588.02
Total			\$ 4,694,472.17	\$ 89,811.16	\$ 4,784,283.33	\$ 4,784,283.33

Note: All cons/material/subs and labor through Dec 2, 2018



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

Charge Yard Pick Up Order

Order No 11687235
Order Date 10/08/2018
Customer 1056242-335
Your Ref
Delivery On 10/08/2018
Taken By JOHN PARSONS BGR x104
Sales Rep JOHN PARSONS x104 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	WR4	EBCO LARGE CUT PAINTERS RAGS 4 LB. 1706 070013 C	1 EA	15.88	EA	15.88

Total Amount	\$15.88
Sales Tax	\$0.88
Order Total	\$16.76

Goods received
 in good condition
 Signature _____



Please visit 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,



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

Charge Yard Pick Up Order

1706
 DSO 003
 C

Order No 11736200
Order Date 10/15/2018
Customer 1056242-335
Your Ref
Delivery On 10/15/2018
Taken By JOHN PARSONS BGR x104
Sales Rep JOHN PARSONS x104 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	N151555	3" ZINC PLATED BARREL BOLTS - QTY/PK 1	1 EA	3.77	EA	3.77

Customer Receipt

Total Amount	\$3.77
Sales Tax	\$0.00
Order Total	\$3.77

Goods received in good condition
 Signature _____



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

SEE CONDITIONS OF SALE AND
PAYMENT TERMS ON REVERSE

PAGE NO.	1
INVOICE NO.	5454287
INVOICE DATE	10/01/18
PACKING SLIP NO.	5454287
CUSTOMER NO.	24686
WAREHOUSE	210

ORIGINAL INVOICE



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

SELL TO >

SHIP TO >

DUNBAR & BRAUN 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	HERMON ELEMENT		HSE	10/31/18	10/01/18	Pickup

LINE	PRODUCT NUMBER AND ITEM DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	27196 6 RT PVC BXB REPAIR CPLG SWR	EA	3	24.60	73.80
2	27020 2 6X13 RT PVC SWR PIPE SDR35	FT	13	2.91	37.83
<p>1706 029103 M</p>					

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR
PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT.
P.O. BOX 350002 BOSTON, MA. 02241-0502

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

AMOUNT	111.63
TAX	6.14
FREIGHT	.00
	.00
TOTAL DUE	117.77

SERVICE CHARGE IS 1.12% 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 ATTORNEY'S FEES, AND EJP CLAIMS A MECHANIC'S LIEN UNDER APPLICABLE STATE LAW.



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

Charge Yard Pick Up Order

Order No 11675920
Order Date 10/05/2018
Customer 1056242-335
Your Ref
Delivery On 10/08/2018
Taken By CHIP CLARK BGR x112
Sales Rep JOHN PARSONS x104 BGR

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

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



Page 1 of 1

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	zz_SOVINYL_17094	TRUWALL, J-CHANNEL, MIST, 126"	10 PC	5.444	PC	54.44
2	zz_SOVINYL_17096	TRUWALL, UNDERSILL TRIM, MIST, 126" <i>1706</i> <i>2700000</i> <i>11</i>	14 PC	6.2114	PC	86.96

Total Amount	\$141.40
Sales Tax	\$0.00
Order Total	\$141.40

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,



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

Charge Yard Pick Up Order

Order No 11675960
Order Date 10/05/2018
Customer 1056242-335
Your Ref
Delivery On 10/05/2018
Taken By CHIP CLARK BGR x112
Sales Rep JOHN PARSONS x104 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	6506755	20 OZ DOW DR & WINDOW BLUE CAN W/STRAW UPC 0 74998500520 6 1706 070013 11	1 EA	17.89	EA	17.89

Total Amount	\$17.89
Sales Tax	\$0.00
Order Total	\$17.89

Goods received in good condition
 Signature _____



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

SEE CONDITIONS OF SALE AND
 PAYMENT TERMS ON REVERSE

PAGE NO.	1
INVOICE NO.	5476598
INVOICE DATE	11/13/18
PACKING SLIP NO.	5476598
CUSTOMER NO.	24686
WAREHOUSE	210

ORIGINAL INVOICE



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

Customer Pickup

04401

CUSTOMER P.O. NO	JOB NAME	JOB NO.	SLS	DATE DUE	DATE SHIPPED	SHIPPING METHOD
BRANDON COUNTER	HERMON ELE SCHO		HSE	12/13/18	11/13/18	Pickup

LINE	PRODUCT NUMBER AND ITEM DESCRIPTION	U/M	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	27185 6 RT PVC END PLUG SWR 1706 133 010 YA	EA	1	7.44	7.44

PLEASE USE THE REMIT TO ADDRESS BELOW TO MAIL YOUR
 PAYMENT FOR FASTEST CREDIT TO YOUR ACCOUNT
 P.O. BOX 350002 BOSTON, MA. 02241-0502

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

AMOUNT	7.44
TAX	.00
FREIGHT	.00
TOTAL DUE	7.44

SERVICE CHARGE IS 1.12% 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
 ATTORNEY'S FEES, AND EJP CLAIMS A MECHANIC'S LIEN UNDER APPLICABLE STATE LAW

PAYMENT APPLICATION

010 030
SM

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

FROM: CARMEL ELECTRIC INC.
16 LEXINGTON DRIVE
HERMON, MAINE 04401

FOR: HERMON DUNBAR

PROJECT NAME AND LOCATION: HERMON DUNBAR ELECTRICAL FOR NEW ADDITION
235 BILLINGS ROAD
HERMON, ME 04401

ARCHITECT:

APPLICATION #: 15
PERIOD THRU: 10/25/2018
PROJECT #:
DATE OF CONTRACT: 09/20/2017

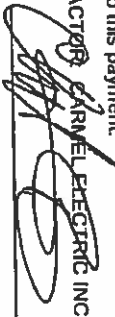
Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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		\$47,748.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	\$334,748.00
4. TOTAL COMPLETED AND STORED	(Column G on Continuation Page)	\$334,748.00
5. RETAINAGE:		
a. 5.00% of Completed Work		\$16,737.40
b. 5.00% of Material Stored		\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		\$16,737.40
6. TOTAL COMPLETED AND STORED LESS RETAINAGE		\$318,010.60
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS PAYMENT APPLICATIONS		\$285,824.60
8. PAYMENT DUE		\$32,186.00
9. BALANCE TO COMPLETION		\$16,737.40
(Line 3 minus Line 6)		

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: 10/22/18

State of: MAINE
County of: PERDUE

Subscribed and sworn to before me this 22 day of October 2018

Notary Public: Kristen L. Bilodeau
My Commission Expires: August 18, 2025

Kristen L. Bilodeau
Notary Public, State of Maine
My Commission Expires: August 18, 2025

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: _____

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 #: 15
 DATE OF APPLICATION: 10/17/2018
 PERIOD THRU: 10/25/2018
 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)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	DEMO, PERMIT, MOBILIZE	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100%	\$0.00	
2	LIGHTS	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	
3	POWER DISTRIBUTION	\$62,850.00	\$62,850.00	\$0.00	\$0.00	\$62,850.00	100%	\$0.00	
4	DEVICING	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	
5	FIRE ALARM	\$37,000.00	\$37,000.00	\$0.00	\$0.00	\$37,000.00	100%	\$0.00	
6	COMMUNICATIONS	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100%	\$0.00	
7	ACCESS CONTROL	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	
8	SERVICE	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$28,000.00	100%	\$0.00	
9	ALLOWANCE UTILITY	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	
10	SITE WORK ELECTRICAL	\$15,400.00	\$15,400.00	\$0.00	\$0.00	\$15,400.00	100%	\$0.00	
11	TEMP POWER WIRING	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100%	\$0.00	
12	GENERATOR & WIRING	\$13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100%	\$0.00	
13	C/O #2	\$915.00	\$915.00	\$0.00	\$0.00	\$915.00	100%	\$0.00	
14	C/O #3	\$1,265.00	\$1,265.00	\$0.00	\$0.00	\$1,265.00	100%	\$0.00	
15	C/O #4	\$5,385.00	\$5,385.00	\$0.00	\$0.00	\$5,385.00	100%	\$0.00	
16	C/O #5	\$4,323.00	\$4,323.00	\$0.00	\$0.00	\$4,323.00	100%	\$0.00	
SUB-TOTALS		\$298,888.00	\$298,888.00	\$0.00	\$0.00	\$298,888.00	100%	\$0.00	

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: HERMON DUNBAR ELECTRICAL FOR NEW ADDITION
 APPLICATION #: 15
 DATE OF APPLICATION: 10/17/2018
 PERIOD THRU: 10/25/2018
 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)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (if Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	C/O #6	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00	
18	C/O #8	\$600.00	\$600.00	\$0.00	\$0.00	\$600.00	100%	\$0.00	
19	C/O #10	\$33,880.00	\$0.00	\$33,880.00	\$0.00	\$33,880.00	100%	\$0.00	
20	C/O #12	(\$7,300.00)	(\$7,300.00)	\$0.00	\$0.00	(\$7,300.00)	100%	\$0.00	
21	C/O #13	\$1,285.00	\$1,285.00	\$0.00	\$0.00	\$1,285.00	100%	\$0.00	
22	C/O #14	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	
23	C/O #15	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100%	\$0.00	
24	C/O #16	\$495.00	\$495.00	\$0.00	\$0.00	\$495.00	100%	\$0.00	
25	C/O #17	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$1,150.00	100%	\$0.00	
26	C/O #7	\$850.00	\$850.00	\$0.00	\$0.00	\$850.00	100%	\$0.00	
TOTALS		\$334,748.00	\$300,868.00	\$33,880.00	\$0.00	\$334,748.00	100%	\$0.00	

CONTINUATION PAGE

CARPENTER ASSOCIATES

Consulting Engineers
687 Stillwater Avenue
Old Town, ME 04468

INVOICE

Invoice Number: 920

Invoice Date: May 10, 2018

Bill To:

DUNBAR & BRAWN
223 HILDRETH STREET NORTH
BANGOR, ME 04401

Project:

HERMON ELEMENTARY SCHOOL
EXTRA WORK-CONNECTOR CANOPY
FROM 4-2-18 TO 5-5-18

Customer ID	Project No.	Payment Terms	Due Date
DUNBAR&BRAWN	17045-D	Net 30 Days	6/9/18

Quantity	Description	Rate	Unit	Amount
8.00	Professional Engineer	90.00	Hour	720.00
12.00	Engineer Assistant	55.00	Hour	660.00

Subtotal	1,380.00
Sales Tax	
Total Invoice Amount	1,380.00
Payment/Credit Applied	0.00
TOTAL	1,380.00

Office: 207-827-8001

Fax: 207-827-8234

Builders Installed Products (335)

10 Printer's Drive, Ste. 14
Hermon, ME 04401

(207) 989-4925
(207) 991-9717 FAX

INVOICE

8028752

1706
070 033
5

Invoice Date: 9/10/2018

Customer Address
DUNB02

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

Job
DUNBAR & BRAWN ~ HERMON
ELEMENTARY

Phase
DUNBAR & BRAWN ~ HERMON
ELEMENTARY / GUTTER

Job Address
235 BILLINGS RD
HERMON, ME 04401
Lot:

Date: 9/10/2018

Job: 3778336- 68

PO #:

Sales Rep: Pete Anselmo

Base Price:	\$5,075.00
Option Price:	\$0.00
Invoice Total:	\$5,075.00
Retainage:	\$0.00
Job Deposit:	\$0.00
Payments/Adjustments Received	\$0.00
Balance Due:	\$5,075.00
Current Due:	\$5,075.00

Please Pay This Amount ⇒

Please include your invoice number on your remittance

TERMS: Due Upon Receipt; Customer agrees to pay all costs of collection, including reasonable attorney fees. 1.5% late payment charge on balances outstanding more than 30 days from date of invoice (18% annum).

Please remit payment to: Builders Installed Products; 515 Riverside Industrial Parkway, Portland, ME, 04103

1706
090 001
LM

Limitless, Inc.
PO Box 155
Bradford, ME 04410

Invoice

Date	Invoice #
10/14/2018	2018-077

Bill To
Dunbar & Brawn Construction 223 Hildreth Street North Bangor, ME 04401

P.O. No.	Terms	Project
18239	Net 15	18239 Hermon Elementary

Quantity	Description	Rate	Amount
1.645 62	Req 3 Hermon Elementary walls: original contract amount- \$12,250 (- Req 1 \$5,512.50) (- Req 2 \$6,125) = \$612.50. 100% complete Caulk & finish interior frames original contract amount - \$1,656 (- Req 2 \$1,622.88) = \$33.12 100% complete Painting exterior doors 100% complete Retainage withheld @ 5%	612.50 33.12 1,000.00 -0.05	612.50 33.12 1,000.00 -82.28
Thank you for your business.		Total	\$1,563.34

1706
Retainage
LM

Limitless, Inc.

PO Box 155
Bradford, ME 04410

Invoice

Date	Invoice #
10/14/2018	2018-078

Bill To
Dunbar & Brawn Construction 223 Hildreth Street North Bangor, ME 04401

P.O. No.	Terms	Project
18239	Net 15	18239 Hermon Elementary

Quantity	Description	Rate	Amount
	Retainage For Hermon Elementary	745.30	745.30
Thank you for your business.		Total	\$745.30

130 001
LM

REQUEST FOR PAYMENT

From: Eastern Fire
P. O. Box 1390
Auburn, ME 04211-1390

To: DUNBAR & BRAUN
223 HILDRETH STREET NORTH
BANGOR, ME 04401

Invoice: 778389
Invoice date: 10/12/2018
Period ending date: 10/31/2018

Contract For

Request for payment: \$69,900.00
Original contract amount: -\$10,400.00
Approved changes: \$59,500.00
Revised contract amount: \$59,500.00

Project: 5690-SP-2017
HERMON ELEMENTARY SCHOOL

Contract completed to date

Contract date: 8/24/2017

Add-ons to date: \$0.00
Taxes to date: \$0.00
Less retainage: \$2,975.08

Architect

Total completed less retainage: \$50,416.44

\$56,524.92

Scope

Less previous requests: \$50,416.44

\$6,108.48

Current request for payment: \$6,430.00

\$6,430.00

Current billing: \$0.00
Current additional charges: \$0.00
Current tax: \$321.52
Less current retainage: \$321.52

Current amount due: \$6,108.48

Remaining contract to bill: \$2,975.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		-10,400.00
Total approved this Month		-10,400.00
TOTALS		-10,400.00
NET CHANGES by Change Order		-10,400.00

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the DUNBAR & BRAUN relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: Eastern Fire

State Of MAINE

County Of ANDROSCOGGIN

By: _____
Date: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public
My commission expires: _____

REQUEST FOR PAYMENT DETAIL

Project: 5090-SP-2017 / HEHMON ELEMENTARY Invoice: 776389

Period Ending Date: 10/31/2018 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
10-100	DESIGN	7,096.00	4,967.20	2,128.80	7,096.00	100.00	354.80
10-300	PERMITS	229.00	160.30	68.70	229.00	100.00	11.47
20-100	FABRICATION	6,037.00	4,225.90	1,811.10	6,037.00	100.00	301.87
30-100	INSTALLATION	17,603.00	12,322.10	5,280.90	17,603.00	100.00	880.17
40-100	MATERIAL	25,135.00	17,594.50	7,540.50	25,135.00	100.00	1,256.77
60-100	FIRE PUMP	13,800.00	13,800.00		13,800.00	100.00	690.00
70-100	CO #1 DEDUCT FOR REC DEPT	-10,400.00		-10,400.00	-10,400.00	100.00	-520.00

Totals		59,500.00	53,070.00	6,430.00	59,500.00	100.00	2,975.08
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130 001
LM

REQUEST FOR PAYMENT

Retainage

From: Eastern Fire
P.O. Box 1390
Auburn, ME 04211-1390

To: DUNBAR & BRAUN
223 HILDRETH STREET NORTH
BANGOR, ME 04401

Invoice: 778398
Invoice date: 10/12/2018
Period ending date: 10/31/2018

Contract For:

Request for payment: \$69,900.00
Original contract amount
Approved changes -\$10,400.00
Revised contract amount

Project: 5690-SP-2017
HERMON ELEMENTARY SCHOOL
Contract date: 8/24/2017

Contract completed to date \$0.00
Add-ons to date \$0.00
Taxes to date \$0.00
Less retainage \$0.00

Architect
Scope:

Total completed less retainage \$56,524.92
Less previous requests
Current request for payment \$0.00

Current billing \$0.00
Current additional charges \$0.00
Current tax \$0.00
Less current retainage -\$2,975.08
Current amount due \$2,975.08
Remaining contract to bill \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		-10,400.00
Total approved this Month		-10,400.00
TOTALS		-10,400.00
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the DUNBAR & BRAUN relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR Eastern Fire

State Of MAINE County Of ANDROSCOGGIN

By: _____
Date: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public
My commission expires: _____

REQUEST FOR PAYMENT DETAIL

Project: 5690-S.P.-2017 / HERMON ELEMENTARY Invoice: 77839R

Period Ending Date: 10/31/2016 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
10-100	DESIGN	7,096.00	7,096.00		7,096.00	100.00	
10-300	PERMITS	229.00	229.00		229.00	100.00	
20-100	FABRICATION	6,037.00	6,037.00		6,037.00	100.00	
30-100	INSTALLATION	17,603.00	17,603.00		17,603.00	100.00	
40-100	MATERIAL	25,135.00	25,135.00		25,135.00	100.00	
60-100	FIRE PUMP	13,800.00	13,800.00		13,800.00	100.00	
70-100	CO #1 DEDUCT FOR REC DEPT	-10,400.00	-10,400.00		-10,400.00	100.00	

Totals	59,500.00	59,500.00	59,500.00	100.00	
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Lindsey Foundation

1706
190 010
LM S

Invoice

651 Main Road
Milford, Maine 04461
PH: 207-827-6774
Fax: 207-827-1974

Date	Invoice #
8 30 2018	3060
Project	P.O. No.
0825 - Hermon Sc...	

Bill To
Dunbar & Brawn Construction 223 Hildreth St. North Bangor, Me 04401

Terms
Upon Receipt

Description	Rate	Total %	Amount
Footing & Walls	86,770.00	100.00%	0.00
Slab on Grade	79,280.00	100.00%	0.00
CO #1 - Ledge Provisions	1,800.00	100.00%	0.00
CO #2	7,010.00	100.00%	0.00
Winter Concrete \$3,950.00. Added pump for 2nd floor pour. \$ 850.00 1 Sided wall pour \$2,210.00			
----- CHANGE ORDER ----- December 19, 2017 > Added 1 Change Order. (+\$7,010.00) Total change to estimate +\$7,010.00			
4 - Canopy Piers \$ 2,700.00 time lost and added concrete for pier size change - \$ 1,300.00	6,075.00	100.00%	0.00
----- Equipment Pad - \$ 1,820.00 1.5 yard extra \$ 255.00			
----- CHANGE ORDER ----- August 16, 2018 > Added 1 Change Order. (-\$6,075.00) Total change to estimate +\$6,075.00			
Dumpster Pad	1,820.00	100.00%	1,820.00
2 Canopy Pads	1,700.00	100.00%	1,700.00
Total			
Payments/Credits			
Balance Due			

Invoice

651 Main Road
 Milford, Maine 04461
 PH: 207-827-6774
 Fax: 207-827-1974

Date	Invoice #
8 30 2018	3060
Project	P.O. No.
0825 - Hermon Sc...	

Bill To
Dunbar & Brawn Construction 223 Hildreth St. North Bangor, Me 04401

Terms
Upon Receipt

Description	Rate	Total %	Amount
----- CHANGE ORDER ----- August 30, 2018 - > Added 1 Change Order (+\$1,820.00) > Added 1 Change Order (+\$1,700.00) Total change to estimate +\$3,520.00 -----			
		Total	\$3,520.00
		Payments/Credits	\$0.00
		Balance Due	\$3,520.00

MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

The **TOWN OF HERMON**, a Municipal corporation located in Penobscot County, Maine, in consideration of taxes and costs due, releases to **Ruth Rambo of Bangor**, Penobscot County, Maine, Penobscot County, State of Maine, Described as follows:

Designated as **Map/Lot 048-006-000 Account 1178** on the Tax Maps of the Town of Hermon prepared by the Hermon Assessor's Office dated January 2018 on file at the Town of Hermon municipal office.

The purpose of this Deed is to release any interest the Grantor may have by virtue of undischarged tax liens filed in the name of to **Rambo, Ruth, Account 1178** at the Penobscot Registry as:

	Year	Book	Page
Lien:	2014	13930	2
	2015	14242	59

EXCEPTING AND RESERVING all interests of the Municipality of Hermon in and to the above-described premises arising by virtue of undischarged tax liens for tax years subsequent to Tax Year **2014**.

The said Inhabitants of the Municipality of Hermon have caused this instrument to be signed in its corporate name by Timothy McCluskey, Douglas Sinclair, Sr., Steven Thomas, Donna Ellis, Charles Lever IV, Anthony Reynolds, John Snyer III its Municipal Officers duly authorized, this **18th day of July 2019**.

Timothy McCluskey

Steven Thomas

Douglas Sinclair, Sr.

Donna Ellis

Charles Lever IV

Anthony Reynolds

John Snyer III

ACKNOWLEDGMENT

State of Maine
Penobscot County, ss.

Then personally appeared before me the above named in their capacity as Timothy McCluskey, Douglas Sinclair, Sr., Steven Thomas, Donna Ellis, Charles Lever IV, Anthony Reynolds, John Snyer III, it's Municipal Officers 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: July 18, 2019 Before me, _____
Notary Public