



Town of Hermon

Public Safety Meeting Room

August 8, 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 7/18/19 Minutes**
 - WARRANTS. –SIGN 9/9/2019 Warrant**
 - RESOLVES. -SIGN**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**
- VI. PUBLIC ITEMS OR COMMENTS: *(Items Not Already on Agenda)***
- VII. PUBLIC HEARINGS:**

**Hold Public Hearing – Penobscot Snowmobile Club concourse gathering permit - Grass drag
race**

Hold Public Hearing – Zone Change 014-024-000 – Coldbrook Road



VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:

A. OLD BUSINESS:

R19-20-08 Consider approving a public/private Agreement for Emergency Medical Services between the Town of Hermon and Hermon Volunteer Rescue & First Aid Squad, LLC. Item tabled from 7/18/2019 meeting.

NEW BUSINESS:

R19-20-09 Consider approving Penobscot Snowmobile Club concourse gathering permit – Grass drag race

R19-20-10 Consider approving Zone Change 014-024-000 – Coldbrook Road

FR19-20-06 Consider awarding New Boston Road Project for replacing culverts and ditching.

FR19-20-07 Consider awarding Wendy Acres Drive Project for replacing culverts and ditching

FR19-20-08 Consider approving a Change Order for the Canopy Project at the Patricia A. Duran School

FR19-20-09 Consider approving a transfer of \$600 from Hermon Veteran Memorial Park trust account (balance of \$12,293.38) to Hermon Veteran Memorial trust account (balance of \$62.59).

B. WORKSHOPS:

Stone Farm Road drainage – discussion

Purchasing Policy – discussion

25 Billings Road – discussion

D. OTHER ITEMS: (from Table Package)

X. APPOINTMENTS:

XI. MANAGER STATUS REPORT:



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

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

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

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

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



Town of Hermon

Public Safety Meeting Room

July 18, 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 III, Douglas Sinclair Sr., Donna Ellis, Anthony “Tony” Reynolds, Charles Lever IV, Steve Thomas and Timothy McCluskey

Members Absent: None

Others Present: Town Manager Howard Kroll, Town Clerk Kristen Cushman, Ken York, Ralph Shaw, Cody Sullivan, Scott Perkins, Josh Berry and 1 engineer.

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

SIGNATURES. –APPROVE

MINUTES. -APPROVE 6/27/2019 Minutes

WARRANTS. –SIGN

RESOLVES. -SIGN

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



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

Chair McCluskey opened the public hearing at 7:03PM. The hearing closed at 7:04PM with no comments.

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

Chair McCluskey opened the public hearing at 7:04PM. The hearing closed at 7:06PM with Josh Berry explaining this zone change is on the corner of Fuller Rd and Pinetree Rd – change from Residential B to Residential A.

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)

Councilor Snyder moved to table FR19-20-01 until a later time. Councilor Lever seconded the motion. Motion was accepted unless doubted.

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

Councilor Snyder moved to approve FR19-20-01 Councilor Reynolds seconded the motion. The motion was accepted. Motion was accepted unless doubted.

B. NEW BUSINESS:

Elect Council Chairperson

Councilor Sinclair nominated Timothy McCluskey to serve as Chairman. Seconded by Councilor Ellis. Councilor Thomas nominated Tony Reynolds to serve as Chairman. Seconded by Councilor Lever. There were no other nominations. A secret ballot vote resulted in 4 votes for Timothy McCluskey and 3 votes for Tony Reynolds. Timothy McCluskey accepted the Chair seat for FY19-20.



Elect Council Vice-Chairperson

Councilor Ellis nominated John Snyder to serve as Vice - Chairman. Seconded by Councilor Sinclair. Councilor Thomas nominated Doug Sinclair to serve as Vice - Chairperson. No second. Councilor Lever nominated Tony Reynolds to serve as Vice - Chairman. Seconded by Councilor Snyder. There were no other nominations. A secret ballot vote resulted in 4 votes for Tony Reynolds and 3 votes for John Snyder. Tony Reynolds accepted the Vice - Chair seat for FY19-20.

R19-20-02 Consider accepting prepayment of taxes

Councilor Snyder moved to approve R19-20-02 Councilor Reynolds seconded the motion. The motion was accepted. Motion passes 7-0.

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

Councilor Snyder moved to approve R19-20-03 Councilor Lever seconded the motion. The motion was accepted. Motion passes 7-0.

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

Councilor Reynolds moved to approve R19-20-04 Councilor Lever seconded the motion. The motion was accepted. Motion passes 7-0.

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

Councilor Snyder moved to approve R19-20-05 Councilor Lever seconded the motion. Motion was accepted unless doubted.

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.

Councilor Reynolds moved to table R19-20-06 until 8/8/2019 council meeting. Councilor Lever seconded the motion. Motion was accepted unless doubted.

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

Councilor Sinclair moved to approve O19-20-01 Councilor Lever seconded the motion. Motion was accepted unless doubted.



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

Councilor Reynolds moved to approve FR19-20-02 Councilor Ellis seconded the motion. The motion was accepted. Motion passes 7-0.

Quitclaim Deed for Ruth Rambo

Quitclaim signed by council for map/lot 0048-006-000 for back taxes paid.

C. WORKSHOPS:

Sheriff Morton – to present at a later meeting

D. OTHER ITEMS: (from Table Package)

Councilor Snyder moved to waive council rules and accept the table packet. Councilor Reynolds seconded the motion. The motion was accepted. Motion passes 7-0.

FR19-20-03 Consider awarding contract for Engineering Services for the Billings Road MPI Project

Councilor Reynolds moved to approve FR19-20-03 Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.

FR19-20-04 Consider purchasing a used plow truck

Councilor Reynolds moved to approve FR19-20-04 Councilor Lever seconded the motion. The motion was accepted. Motion passes 7-0.

FR19-20-05 Consider awarding the disposal of surplus property at the Transfer Station

Councilor Reynolds moved to approve FR19-20-05 Councilor Sinclair seconded the motion. The motion was accepted. Motion passes 7-0.

R19-20-07 Consider options for 25 Billings Road-Foreclosed property

Councilor Snyder moved to approve R19-20-07 to demolish the property, put out to bid for demolition and retain the property. Councilor Thomas seconded the motion. The motion was accepted. Motion passes 6-1.



X. APPOINTMENTS:

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

XI. MANAGER STATUS REPORT:

Manager discussed purchasing policy and the need to amend it to reflect current cost of doing business.

Manager mentioned the Hermon Mobile Home Park lagoon issue that took place on 2 July 2019- issue was resolved by the owner of the park.

Manager welcomed both new councilors to their position and looked forward to working with both.

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

XIII. COUNCIL ITEMS:

Steve Thomas: 1. Would like a committee established to fund funding for a track - Howard to looking into this with Superintendent Gary Gonyar.

2. Would like to see the bidding process tweaked to make it fairer.

3. Would like to see a goal setting meeting.

4. Looking for an update on the snow plowing contract. Scott Perkins gave an update: contract has been drafted and will be signed soon.

Doug Sinclair: Welcomed both new councilors. Mr. Sinclair stated he remembers an old bidding process that if a Hermon business were within 10% of low bid, the Hermon business would be considered.

Tony Reynolds: Would like to see goal setting. On other boards Mr. Reynolds served on each member made a list of goals and brought in to share.

John Snyder: Welcome to the new councilors. Recreation building voted on year ago would not meet current needs.

Tim McCluskey: Welcome to new councilors and John Snyder III re-elect. Recreation building passed by the voters year ago does not meet the current needs of the Recreation Department.

Mr. McCluskey asked new councilor Charles Lever on his decision to run for council. Mr. Lever stated he wish to get involved and be a part of change. Mr. McCluskey stated Mr. Lever is involved in other boards and to expand on this. Mr. Lever stated he is involved with the Chamber of Commerce of Bangor, and heavily involved with Bangor Region Institute. Mr. Lever is a 2016 graduate of the Bangor Region Institute but is currently on the steering committee, Chair of the marketing committee and run the curriculum committee.

XIV. EXECUTIVE SESSION:



XV. ADJOURNMENT:

Councilor Reynolds moved to adjourn the meeting at 8:34PM. Councilor Snyder gave seconded. With no objection the meeting was adjourned at 8:34 PM.

Respectfully Submitted,

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

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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 one 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: _____

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 SNOW MOBILE
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

Legal Notices

TOWN OF HERMON PUBLIC HEARING

By Order of the Hermon Town Council, the following Public Hearing has been scheduled for **Thursday, August 8, 2019 at 7PM** in the Public Safety Building.

-- To Consider comment regarding the Penobscot Snowmobile Club's Concourse Gathering Permit Application for Grass Drags.

-- To Consider comment regarding an "Amendment to Chapter 154 Zone change to a portion of Tax Map 014 Lot 24 § 154-006 (b) of the Hermon Town Code".

Signed Order on July 18, 2019

July 29, 2019

**REQUEST FOR BIDS
TOWN OF HERMON**

New Boston Road Project

The Town of Hermon is accepting bids from qualified contractors to ditch and replace driveway culverts along the New Boston Road such referenced as the "New Boston Road Project". Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 6, 2019 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer

**REQUEST FOR BIDS
TOWN OF HERMON**

Wendy Acres Maintenance Project

The Town of Hermon is accepting bids from qualified contractors to ditch, replace driveway culverts, cross culverts, pull shoulders and do maintenance in order to prepare for paving along Wendy Acres Drive. Bids must be submitted no later than 4:00 p.m. E.S.T, Tuesday, August 6, 2019 in accordance to the bid and project specifications. Copies of the Request for Bids, bid specifications and instructions may be obtained on line at hermon.net or by contacting the Hermon Town Office at 848-1010 during normal business hours.

The Town of Hermon is an Equal Opportunity Employer



CARPENTER ASSOCIATES

CONSULTING ENGINEERS

August 2, 2019

Howard Kroll
Town of Hermon
333 Billings Road
Hermon, ME 04401

Re: Entrance Canopy
Patricia A. Duran Elementary School

Dear Howard:

Due to unforeseen structural conditions, additional work was required to the existing building framing at the canopy connection. Contract Change Order #1 is attached. Please authorize immediately and return.

Thank you.

Sincerely,


Randy Bragg, P.E.

Enclosure

CONTRACT CHANGE ORDER

DATE: July 24, 2019 **CHANGE ORDER NO:** 1
PROJECT: Entrance Canopy
LOCATION: Patricia A. Duran Elementary
JOB NO. 19006

This CHANGE ORDER will include all Material, Labor and Equipment necessary to complete the following:

Provide services and materials per attachment dated July 18, 2019, summarized as follows:

| | |
|---|-------------------|
| 1. Modify steel and add column at connection to building. | \$4,720.00 |
| TOTAL | \$4,720.00 |

| | |
|--|---------------|
| ORIGINAL CONTRACT AMOUNT | \$ 380,098.00 |
| TOTAL PREVIOUS CONTRACT CHANGES | \$ - |
| TOTAL BEFORE THIS CHANGE ORDER | \$ 380,098.00 |
| AMOUNT OF THIS CHANGE ORDER | \$ 4,720.00 |
| REVISED CONTRACT TO DATE | \$ 384,818.00 |
| NUMBER OF DAYS INCREASED/DECREASED BY: | (2) Days |

The work covered by this order shall be performed under the same Terms and Conditions as that included in the original contract unless stated otherwise above.

TO (Contractor):
D.P. Porter Contractors Inc.
144 Pond Hill Road
Brooks, Maine 04921

FROM (Owner):
Town of Hermon
333 Billings Road
Hermon, Maine 04401

Signature _____ Date _____

Signature _____ Date _____

ENGINEER: Carpenter Associates

Randy Bragg 7/25/19
Randy T. Bragg, P.E. _____ Date



July 18, 2019

Change order request 1

Hermon Elementary Canopy

Cost to modify steel and add Column at connection to building. Includes materials and labor. Please add 2 days to contract end date.

Materials and Labor – 3400.00

Supervision – 300.00

General conditions – 680.00

Profit – 340.00

Total cost – 4720.00

TOWN OF HERMON

MUNICIPAL PURCHASING POLICY

The Hermon Town Council adopts the following policy for all purchases:

Section 1: Purpose

The purpose of this policy is to standardize the purchasing procedure of the Town of Hermon thereby securing for the town the advantages of a centralized and uniform policy saving the taxpayers' money and increasing public confidence in the procedures for municipal purchasing; to promote the fair and equitable treatment of all suppliers of goods and services; and to set forth the duties and responsibilities of the department heads, Town Manager and the Finance Director, thereby fostering interdepartmental cooperation and trust in the purchasing system.

Section 2: Definitions

- 1. Bid most advantageous to the Town.** "Bid most advantageous to the Town" means a bid chosen on the basis of price, quality of merchandise, suitability of merchandise, and service reputation of the vendor, and therefore may not necessarily mean the lowest bid received.
- 2. Competitive bidding.** "Competitive bidding" means the process of obtaining the bid most advantageous to the Town for any purchase, whether through formal or informal bidding procedures.
- 3. Informal bid.** "Informal bid" means a written or oral quotation obtained from an approved vendor but not required to be opened publicly at a specified day, place and time.
- 4. Formal bid.** "Formal bid" means a written quotation obtained in a sealed envelope from an approved vendor or through advertisement and opened at a specific day, place and time.
- 5. Cooperative purchase.** "Cooperative purchase" means a purchase made by the Town in conjunction with or from another governmental or quasi-governmental agency, such as but not limited to, the State of Maine, ~~Penobscot Valley Council of Governments~~, the School Department, or another municipality.
- 6. Purchase.** "Purchase" means buying, renting, leasing, or otherwise acquiring supplies or services for a price.

7. **Services.** "Services" means the lease or rental of all grounds, buildings, offices, space or equipment required by the Town, the repair or maintenance of equipment or real property owned by or the responsibility of the Town and all labor furnished to the Town by persons, firms, individuals or corporations not part of or connected with the Town government. "Services" shall not include professional services provided to or for the Town by lawyers, architects, engineers, auditors and consultants. Nor shall "services" include utilities such as electricity, water, and phone services.

8. **Specifications.** "Specifications" means standards, including quality, set by department heads as a guide to the Town Manager and as a measure of that which successful vendors must achieve. Specifications shall be either technical specifications for bids, which shall state formulations as broadly as practicable, yet shall be specific enough to describe the requirements of the department or non-technical specifications for bids, which shall state the quality required in general terms.

9. **Standing Purchase Orders.** "Standing Purchase Orders" mean purchase orders that are issued with approval for a 90 day period and not to exceed \$500, without the issuance of a new purchase order.

Section 3: Applicability

This regulation shall apply to purchases made by all departments and agencies of the Town, excepting the school department.

Section 4: Appropriation

Neither the Purchasing Agent nor any Department Head shall make any purchase or allow any purchase to be made until a purchase order has been approved by the Town Manager, Deputy Treasurer, or Finance Director, in accordance with Section 5 of this policy. The only exception will be for emergency, holiday, or weekend purchases. At those times, Department Heads may sign purchase orders and then obtain approval by the Town Manager or Finance Director within 48 hours after the opening of the office on the next business day.

Section 5: Purchase Limits

\$0 - \$500. Formal competitive bidding is not required. However, the purchaser should endeavor to get the best value for the money spent. Department Head or his designee can approve purchases up to \$500 with Town Manager, Deputy Treasurer, or Finance Director approval, at which time the Town Manager must approve all purchase orders. Standing Purchase orders will be allowed up to \$500.

\$500 - \$2,500. Formal competitive bidding is not required. However, the purchaser should endeavor to get the best value for the money spent. Department Head or his or her designee can approve with a second signature required from the Town Manager, Deputy Treasurer, or Finance Director.

\$2,500 - \$7,500. Verbal quotations shall be solicited from a minimum of three qualified bidders, if available. A summary of verbal quotes or the actual written quotes must be documented and attached to the purchase order. The purchase order can only be signed by the Town Manager. In his or her absence, the Deputy Treasurer or Finance Director may sign the purchase order if it is an emergency repair or already budgeted item.

Over \$7,500. Written bid specifications or equivalent shall be approved by the Town Council. In addition to a copy of the bid notice and specifications, a list will be provided identifying who the bid request and specifications will be mailed to. The Town Council may amend the list if so desired. A small bid notification notice will be printed in the Bangor Daily News to direct bidders to the Town's website for see the official bid notice and the specifications that have been approved by the Town Council unless waived by the Town Council. Town Council will award the bid as they deemed to be in the best interest of the Town. The Town Manager will sign the purchase order or contract once the bid has been awarded by the Town Council.

Section 6: Competitive Bidding

1. Competitive bids shall be required for all purchases in excess of \$7,500 unless specifically exempted by action of the Town Council.
2. Competitive bids may be required for purchases under \$7,500 when directed by the Town Manager.
3. Formal bidding procedures shall be followed when the purchase is over \$7,500 unless otherwise exempted by a majority vote of the Town Council.
4. The Town Manager may make cooperative purchases for purchases less than \$7,500 without competitive bidding if the Town Manager determines the purchase is being made after competitive bidding by the cooperative entity or at price more advantageous than the Town would be likely to obtain by competitive bidding.
5. The Town Manager may waive the requirements for competitive bidding for purchases of \$7,500 or less in cases of emergency or when the purchase is inappropriate for competitive bidding due to the nature of the item, time constraints or other factors, provided that the Town Manager Agent shall file a full and complete statement of the reasons for waiving competitive bidding. In addition the Town Manager may submit a list to the town council, in the first month of each fiscal year, of all purchases which will not follow the competitive bid process. Removal of an item from this list shall require a majority vote of the the Town eCouncil.

Section 7: Administrative Procedures

1. The Town Clerk or designee shall keep a record of all bids submitted. In addition, the Town Clerk or designee will maintain a list of all individuals or companies who requested a copy of the bid documents or who were provided a copy. If the request is obtained at the Town Office, the person receiving the documents will be asked to sign an acknowledgement that a copy of the bid request was received. Contractors on the list who are qualified to submit a bid or quote will be mailed a Request for Bid packet and will be contacted by telephone or electronically several days after the request is mailed to confirm it has been received. A record will be maintained noting the date the contact was made and who confirmed receipt of the request.

2. All bidders shall be notified in writing of bid results.

3. Tie bids shall be resolved by the Town Manager, except if the bid exceeds \$7,500, the Town Council shall resolve the issue.

4. All bids shall be awarded on the basis of the bid most advantageous to the Town. Hermon businesses will be given preference in awarding contracts if within a reasonable amount from the next closest bid. Hermon businesses and residents that are awarded contracts or work of any kind must have their real estate and personal property taxes paid in full prior to the Town releasing payment of those services.

5. The Town reserves the right to accept or reject any or all bids, to investigate the qualifications of any bidder, and to waive or not waive any and all informalities in the bids when making an award.

6. The Town retains custody of all bids submitted to the Town pursuant to this policy.

~~7. The Town Clerk with assistance from the Economic Development Director, Department Heads and Town Manager will be required to develop and maintain a list of preferred Hermon businesses by category that will be given an opportunity to do business with the Town. That list will be provided to the Town Council annually for review.~~

8. All bids received for purchases exceeding \$7,500 will be opened publicly at the time of bid opening. No sealed bid will be opened without having two persons present.

9. All bid requests will be posted on the town's website.

10. Any local business who request to be notified electronically when a bid request in a category or categories of interest is made can do so in writing to the Town Clerk.

~~11. The use of the Hermon Connection to inform citizens and businesses of upcoming bid requests will continue.~~

Section 8: Purchases & Payments That Do Not Require a P.O

1. When there is a current contract in place for a service or ongoing work.
2. Abatement reimbursements, TIF/CEA payments to taxpayers, Unemployment payments to the Dept. of Labor, County Tax, legal fees, postage, mileage and cell phone reimbursements, educational trainings, advertising for public notices, cleaning services provided by the School Dept, Town Council project items, the Hermon Connection costs, liabilities to the State of Maine (vitals, IF&W, Motor Vehicle, dogs, DEP, LP), excise tax refunds, overpayment of any tax, mobile data from PSO, health evaluations for Fire Department, drug testing, City of Bangor sewer & dry hydrant services & rentals, leases, porter potty rentals.
3. Local Contribution to the School Department, social service payments approved at Annual Town Meeting, Utilities (electricity, oil, propane, telephone, internet).
4. Annual fees such as Trio software and maintenance fees, membership dues, property & casualty insurance, worker's comp insurance, any other insurances, and tax bills.

APPROVED & AMMENDED this February 27, 2014 by the Hermon Town Council.