



Town of Hermon

Public Safety Meeting Room

September 5, 2019

Special 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
WARRANTS. –SIGN
RESOLVES. -SIGN
- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**
- VI. PUBLIC ITEMS OR COMMENTS: *(Items Not Already on Agenda)***
- VII. PUBLIC HEARINGS:**
- VIII. COMMITTEE REPORTS:**
- IX. SCHEDULED AGENDA ITEMS:**

A. OLD BUSINESS:



B. NEW BUSINESS:

C. WORKSHOPS:

Sheriff Morton discussion of Law Enforcement Services

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.

	Purch. Date	Org. Cost	Est. Value
Firearms Handguns:			
Twelve (12) – Glock 21 .45 Auto Gen3 Handguns.			
• Purchased New 7/2012 - \$469.00 a piece (Total \$5628.00).	7/1/2012	\$5,628.00	\$3,600.00
• Estimated Current Value \$300 a piece (Total \$3600.00).			
Firearms Rifles:			
Three (3) – Trident Armory 5.56 (.223) Rifles with			
(3) Aimpoint Pro Optics, (12) P-Magazines (3) Single-point Slings and (3) bipods.			
• Purchased New 2/2016 - \$1401.95 a piece (Total \$4205.85)	2/1/2016	\$4,205.00	\$3,600.00
• Estimated Current Value \$1200.00 a piece (Total \$3600.00)			
Firearm Shotgun:			
One (1) Mossberg Model 590 12 gauge.			
• Purchased 2010? - \$500.00	7/1/2010	\$500.00	\$250.00
• Estimated Current Value \$250.00			
Firearm Gun Safe:			
Field & Stream Gun/Fire Safe (10 Gun)			
• Purchased New 2016 - \$499.99	7/1/2016	\$500.00	\$350.00
• Estimated Current Value \$350.00			
Taser X26P: 5 year Lease Agreement with Town of Hermon (Not Asset)			
Three (3) Taser X26P with (3) Holsters and Unlimited Cartridges and XPPM batteries.			
• Lease Agreement began 7/2017 for \$1116.00 a year for a total of 5 years.	7/1/2017	\$1,116.00	lease ends 2020july
• Currently in year (3) of lease agreement with Taser/Axon.			
Ammunition: New 2018/2019			
Three (3) Cases of Federal AE223 (.223) 55 grain (Qualifying Ammo)			
• \$155.00 a case for a total of \$465.00.	7/1/2019	\$465.00	
Two (2) Cases of Federal T23E (.223) 55 grain (Duty Ammo)			
• \$305.00 a case for a total of \$610.00.	7/1/2019	\$610.00	

Two and 1/2 (2.5) Cases of Gold Dot 53966 (.45 Auto) 230 grain GDHP (Duty Ammo)			7/1/2019	\$997.00
• \$399.00 a case for a total of \$997.00.				
Three (3) Cases of Lawman 53653 (.45 Auto) 230 grain (Qualifying Ammo)			7/1/2019	\$843.00
• \$281.00 a case for a total of \$843.00.				
3/4 Case Federal Tactical Rifled Slug (12 gauge) (Duty Ammo)			7/1/2019	\$85.00
• Estimated total value \$85.00.				
One (1) Case Federal LE132 (.00 Buckshot Pellet) (Duty Ammo)			7/1/2019	\$92.00
• Estimated total Value \$92.00.				
<u>Cruiser Pursuit Rated Tires:</u>				
Four (4) new Goodyear 245/55/R18 from Bangor Tire Company			7/1/2019	\$570.00
• New Not Used. Purchased 2019				
• Total Value \$570.00				
<u>Speed Radar Units:</u>				
Three (3) Stalker Dual Radar Units with Front/Rear Antenna and mounts/wiring kit.			3/1/2017	\$6,762.00
• Purchased 3/2017.				
• Total Value New \$6762.00 with 36 month warranty				
• Estimated Current Value \$5500.00.				
<u>Panasonic Lap Tops and Stands/Docking Stations:</u>				
Three (3) Panasonic Toughbook Laptops (CF54) with Three (3) Vehicle Docking Stations.			11/1/2018	\$8,941.00
• Purchased 11/2018.				
• Total Cost Paid \$8941.05				
• Estimated Current Value \$8500.00.				
<u>Motorola Portable Radios:</u>				
Four (4) Motorola Portable Radios. Model XPR3500E with speaker mic and charger.			4/1/2019	\$2,412.00
• Purchased 4/2019 from Whitten's Two-Way.				
• Total Cost Paid \$2412.00				
• Estimated Current Value \$2400.00.				
<u>Police Cruisers:</u>				

2020 Ford Explorer Interceptor Cruiser (New- Ordered from Darlings Ford).

• Ordered – Not paid. Cruiser has not arrived.			
• 0 Miles			\$36,775.00
• Ordered Agreement Purchase Price \$35,805.00			
• Rifle Rack to be installed \$270.00			
• Old Kenwood Radio to be installed \$300.00			
• Cargo Rack \$400.00			
• Estimated Current Value with listed equipment \$36,775.00			

2017 Ford Explorer Interceptor Cruiser

• Mileage 49,123.			
• (2017) to include Havis Console, cup holder/armrest. Tomar Scorpion High Power LED lgt bar, Tomar Siren/Switchbox, 4 LED modules for mirrors and rear window, cargo rack and rifle rack.	7/1/2017	\$33,145.00	\$24,173.00
• Cruiser has old Kenwood Radio.			
• New vehicle purchased price \$29,706.00.			
Estimated price \$4,009. Combined total \$33,145. 00			
• Kelly Blue Book Fair Purchase Price for 2017 Explorer Sport Util 4D with V-6 3.5 Liter is \$21,173.00.			
Estimated equipment price \$3000.00. Total Estimated Value \$24,173.00.			

2016 Ford Explorer Interceptor Cruiser

• Mileage 70,000.			
• (2016) to include Havis Console, cup holder and armrest. Tomar Scorpion High Power LED Light bar, 4 LED modules for mirrors and rear window, cargo rack and rifle rack.	7/1/2016	\$32,576.00	\$20,421.00
• Cruiser had old Kenwood Radio.			
• New vehicle purchased price \$29,525.00. Equipment purchase price \$3051.00.			
• Combined Total Value new \$32,576.00.			
• Kelly Blue Book Fair Purch Price- 2016 Explorer Sport Util 4D with V-6 3.5 Liter is \$18,421.00.			
Estimated equipment price \$2000.00. Total Estimated Value \$20,421.00.			

Message/Speed Radar Board and Trailer:

Safespace SP800 Radar Speed Sign with trailer. Solar Powered.			
• Purchased 2016.			
• Total Cost Paid \$11,748.00	7/1/2016	\$11,748.00	\$8,500.00
• Estimated Current Value \$8500.00			
TOTAL VAL:		\$147,970.00	\$114,069.00

Penobscot County Sheriff's Office



Community Policing Program Contract

July 2019- June 2020

Town of Hermon

Introduction

The following is an agreement between the **Penobscot County Sheriff's Office** and the **Town of Hermon**. This agreement is based upon the Town's desire to accomplish basic law enforcement without establishing what is known as a full-time municipal police department.

Annual Assessment

An analysis of local problems, needs capabilities and alternative methods of obtaining service should precede the choice of enforcement services to avoid arbitrary decision making. At the discretion of the Town, such analysis shall be an annual event, conducted between the Hermon Town Council, Hermon Community Policing Committee and the Penobscot County Sheriff's Office.

This agreement shall be for three years after the date the agreement is signed by both parties, and shall remain in effect thereafter until renegotiated or terminated by either party.

A. The Town's Responsibilities: Town Council/Town Manager

1. Provide three full-time deputies who will have as a minimum the 100-hour Reserve Officer Training Program as sponsored by the Maine Criminal Justice Academy (MCJA). Any new officer shall be physically fit and shall undergo a background check by the Sheriff's Office before receiving a commission. The hiring process is outlined in section (D) of this agreement.
2. Provide a police liability insurance policy covering all municipal deputies in the amount of \$1,000,000.
3. Provide uniforms and equipment for full-time municipal deputies as required by the Penobscot County Sheriff's Office. All deputies are required to be uniformed in accordance with policy 26.1/Code of Conduct and Appearance.
4. Make arrangements with qualifying municipal deputies for financial compensation for duties performed in the Town for the Town.
5. Provide proper radio and other police equipment necessary to perform the functions of deputies, either by arrangement with the deputies or by issued Town equipment. All equipment will be kept maintained and operational in order to maximize the safety of the law enforcement officer.

6. Provide patrol vehicles which shall have the emblem of the Penobscot County Sheriff's Office clearly visible on the sides. The name of the Town shall also be highly visible on the sides of the vehicle. The vehicles must comply with the standard color theme of the Penobscot County Sheriff's Office. Deviations must be pre-approved by the Sheriff's Office. Town owned patrol vehicles will be used solely for Town purposes.
7. Provide adequate space for report writing and access to telephones.
8. The Town's Personnel Policy shall be the primary document governing the full-time municipal deputies and part-time deputies employed as town employees; the Sheriff's Operating Policies will govern the procedures and policies to be followed by all deputies.
9. The Town agrees to provide new hires with a copy of this agreement.
10. The Town will establish a Community Policing Committee that will consist of business owners, school administrators, town council members and citizens at large that will meet periodically to provide guidance, insight, and recommendations regarding the scope of law enforcement services to be delivered in the Town of Hermon.
11. The Town will reimburse the Sheriff's Office for the cost of the full-time supervisor/deputy (40 hours weekly).
12. The Town understands that the cost paid to the Sheriff's Office for the full-time supervisor may be adjusted annually due to inflation or for unknown circumstances outside the control of the Sheriff's Office or Town.
13. The Town Council reserves the right to request the Sheriff to relocate the Sheriff's supervisor should it be determined by the majority of the Town Council that the supervisor is not performing to the Town Council's expectations. Final decisions requiring any transfer shall be that of the Sheriff.

B. Town's Full Time Deputy Responsibilities

1. Pass the Sheriff's Office firearms qualifications each year, along with any other training required by the Sheriff. This shall include attendance at 80% of departmental in-service training and 100% of MCJA mandatory yearly training.
2. Participate in all scheduled training including submitting documentation of all training to the Sheriff within 5 business days of completion. All training shall be maintained in accordance with State law regarding the necessary number of hours required per year and conducted by MCJA certified agencies/ instructors. The Penobscot County Sheriff's Office Training Officer

will maintain an official training file on the officer therefore all records of training must be forwarded by the deputy to the training officer. This shall be the official record.

3. Answer all assigned calls dispatched through the Penobscot County Sheriff's Office and Dispatch Center within the boundaries of Hermon. Calls out of town shall be answered in accordance with Section (C-7) of this agreement. All telephone calls and complaints for service will receive prompt and personal attention.
4. Check in with the Sheriff's supervisor on a daily basis, regarding assignments, schedule, town activities, complaints and /or requests.
5. Provide for coverage for the following community events as requested:
 - a. Varsity and JV Basketball Games
 - b. Hermon Fun and/ or Parade
 - c. Yearly Security Check at Banking institutions; and
 - d. Any other coverage as requested by the Town.
6. Maintain visibility and communication with citizens but not limited to: (a) school department through daily contact with the school Principals when school is in session: (b) business owners/ establishments in the community: and (c) community as a whole which includes speaking at local events and meetings of local organizations.
7. Maintain a written daily log that will be turned in daily to the Sheriff's supervisor.
8. Non-Maine Criminal Justice Academy full-time graduates are restricted from investigating felony investigations without the express authority of the on-duty supervisor. Whenever possible and warranted, a detective or another full-time officer from the Town or from the Sheriff's Office will be contacted to assist in the investigation. Investigations of motor vehicle accidents with serious injuries are restricted by law to the investigation by a full-time MCJA officer.
9. Submit incident and investigation reports to the Sheriff's pursuant to the policies of the agency. Reports will be reviewed for accuracy and completeness by Sheriff's Office staff. Time lines established by the agency for the initial submission of reports and any subsequent case management must be strictly adhered to unless permission is received by the Chief Deputy for additional time allowance.
10. Conduct an inspection of the assigned patrol vehicle prior to every shift and make note of such inspection in the deputy's radio patrol log.

11. Whenever a deputy travels outside the community boundaries they must receive permission from the on-duty supervisor. If there is not a supervisor working in Hermon at the time of the request, they will receive such permission from the on-duty Sheriff's Office supervisor. The times leaving, returning and purpose must be made part of this deputy's radio log.
12. Provide a written certification of all training to the Finance Director's Office to be included in each respective deputy's personnel folder.

C. The Sheriff's Office Responsibilities

1. May commission as deputies, qualified applicants, at the request of the Town. The hiring process is outlined in Section D. The Sheriff reserves the right to revoke his/her commission of a Deputy for actions that violate the Standard Operating Procedures of the Penobscot County Sheriff's Office. In the event of a suspension or termination of a Deputies' commission by the Sheriff, the deputy is prohibited from wearing the uniform or badge of the Penobscot County Sheriff's Office and shall not be allowed to function from a cruiser displaying the emblem of the Penobscot County Sheriff's Office.
2. Participate in the selection process of new full-time hires for the position of municipal deputy. The standards must be no less than the established requirements of the Penobscot County Sheriff's Office.
3. Provide on-going training through the Sheriff's Office Training officer at no cost to the town. The Sheriff's Office shall maintain a copy of any training and testing of the deputies. The Sheriff's office shall maintain the official repository of all training records for individuals participating in this program. Such records are available to the town at no cost upon request. It will be the responsibility of the Sheriff's Office to assure that each deputy complies with the statutory training requirements.
4. Provide on-going supervision/management through the placement of a full-time (40 hours weekly) deputy/supervisor who will work solely for the Town of Hermon during the scheduled 40 hours and any overtime paid from Hermon funds.
5. The Sheriff, Chief Deputy, or Sheriff's supervisor shall be the contact persons for the day to day administration/management of this agreement and will update the Town Manager on a regular basis regarding the business and activities of the Hermon Policing Division.

6. The Sheriff agrees to keep the town informed of disciplinary action being taken against any employee or as the result of any investigation by the Sheriff's Office/ Attorney General's Office/ District Attorney's Office. Complaints or allegations concerning job performance of a Deputy received by either the Town or Penobscot County Sheriff's Office will be shared with the other entity along with the information developed in any investigation or discipline taken regarding such matters. Deputies will be given specific consent to the sharing of this information as a condition of employment. The information listed above will fall under Title 30A, Section 2702, Personnel Records. The Sheriff's or his designee will perform annual evaluations for all employees of the Hermon Policing Division. A copy will be maintained in the personnel file of the Penobscot County Sheriff's Office and a copy will be provided to the Town Manager once signed by the Sheriff.

7. Provide 24-hour dispatch services through the Penobscot County Regional Communications Center (PRCC). All deputies are to be dispatched only within the community boundaries of Hermon. Exceptions of this would only be when another officer's life or a citizen's life is in danger and the Deputy is the closest officer. With the arrival of the Penobscot County Sheriff's Office personnel, the Deputy shall be dispatched back to the Town immediately. The Deputy is also authorized to leave town to submit reports to the Sheriff's Office, attend court and to complete follow-up investigations for the Town of Hermon. When the Deputy is authorized to travel outside the community; a radio log entry will be made documenting the time leaving, returning and purpose. All calls out of town shall be closely monitored and are to be exercised only in accordance with this section.

8. Provide for the use of the jail and related services as allowed for other communities.

9. Provide for regular rural response to calls within the community during non-scheduled hours of the municipal deputies. This will be in conjunction with the "Resource Coordination Agreement" between the Maine State Police and the Sheriff's Office.

10. Provide the Town with a monthly computer print-out by the 10th of each month of the police activities conducted within the Town either by the Deputy or the backup response of the Penobscot County Sheriff's Office full-time and part time deputies. The Sheriff's Office shall also provide the Town with the yearly computer print-out within 90 days of the end of the calendar year.

11. Accept and process the municipal deputies' formal reports in the same manner as provided for full-time Sheriff's deputies, thereby providing accountability and a permanent record on file.

Consequently, municipal deputies must adhere to the rules and regulations of the department concerning reports.

12. Allow municipal deputies to utilize the Sheriff's Office Court Officers assistance for arraignment and complaints thus allowing the officer more patrol time.
13. Provide for the reporting of the Use of Force reports and Mandatory policies as required by the Maine Criminal Justice Academy. The Sheriff's Office shall be responsible for all reporting required of a law enforcement agency to include Uniform Crime Reports and law enforcement MCJA employment reports.
14. Provide the town, in a timely fashion, necessary reports including the late list to allow the town to effectively administer the rules and policies of the County and Town.
15. Pursue implementation of the recommendations approved by the Town Council to address deficiencies identified in the Study prepared for the Hermon Policing Division by the Maine Chief of Police Association, a copy of which is attached to this agreement. This will be done in consultation with the Town Manager.
16. Provide for full supervision and management of all deputies. In the absence of the full-time supervisor, supervision will revert to the Sheriff's Office Patrol Supervisor.
17. Part-time reserve deputies maintain responsibility of working less than 1040 hours combined in any law enforcement function for any one or multiple police agencies. These hours are to be reported at year's end to the Training Officer for submission to the MCJA as required by law. It is, however, the responsibility of the Sheriff's supervisor to periodically check-in with part-time reserve deputies to assure compliance with the requirement.
18. Prepare and send a copy of the officers' work schedules to the Town Manager no less than one week prior to implementation. Late changes to the schedule will be called into Penobscot Regional Communications Center (PRCC) as soon as known. The Town reserves the right to provide comment regarding the scheduling of deputies and the Sheriff's supervisor.

D. Candidate Selection/ Hiring Process

1. The Town will advertise for all full-time position openings in a format chosen by the Town; or the Town may choose pre-qualified deputies already trained by the Sheriff's Office. The sheriff's office may simultaneously post the employment opening. A representative from the Sheriff's Office must participate in any hiring process where-as selected individuals will be commissioned under the authority of the Sheriff. The Town may choose to have their full time officer, Town Manager or member of the Town Council participate in the administrative oral boards. Hiring of part-time deputies to fill 16 hours of the schedule will be the responsibility of the Sheriff's Office.
2. In order to ensure that departmental standards are met, the Training Officer will prepare the job posting that outlines the hiring standards and processes.
3. The Sheriff will provide the framework for the hiring process to include testing, background checks, physical, polygraph, field training etc. Any costs will be incurred by the Town unless it is a service that the agency otherwise provides.
4. Once a prospective candidate is chosen, the Town will issue a conditional offer of employment to the individual. This offer is contingent upon the candidate's successful passing of the polygraph and physical examination. The sheriff shall review the polygraph results and then advise the Town Manager if any anomalies exist that would prevent the candidate from being commissioned.
5. Any candidate chosen for a full-time position, and who has not received MCJA certification as a full-time officer must first pass the required MCJA physical assessment before proceeding in any of the testing process. This testing process will be provided by the Sheriff's Office at no cost to the Town.
6. In order for an individual to be assigned to work independently in the community, he/she must pass the field training program and then be signed off by the Field Training Officer. During this training period the individual is commissioned and uniformed and on the payroll of the community. The FTO will maintain oversight of the new recruit until the FTO signatures that the individual has passed the requirements of the training program.
7. Work collaboratively with the Town Manager to bring efficiencies to the Hermon Policing Division including but not limited to joint purchases of fuel, supplies and patrol vehicles; the maintenance of vehicles; and solicitation of grant funds.

E: Fees:

1. Total Sum: The County will bill the Town on a monthly basis for law enforcement services and incidental expenses under the terms of this contract.

Year One: (2019-2020) \$116,390.00

D: Term

This agreement will begin on July 1, 2019 and will expire June 30, 2020 unless both parties choose to mutually terminate the agreement prior to that date.

 8-19-19

Hermon Town Manager Date
Mr. Howard Kroll

 8-15-19

Penobscot County Sheriff Date
Sheriff Troy Morton

 8-19-19

Hermon Town Witness Date

_____ Date
County Administrator

A true copy attested by:

