



**Town of Hermon**

**Public Safety Meeting Room**

**October 29, 2020**

**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](http://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 10/15/2020 minutes**
  - WARRANTS. -SIGN 10/30/2020 warrant**
  - 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:**

**O20-21-03** Consider amendments to Personnel Policy – E.6 Section 6

**FR20-21-11** Consider authorizing the Town Manager to pay RSJ Electric and Exactitude for the installation of a new ADA approved door at the Patricia A. Duran School for a total of \$7,055.41

**R20-21-09** Approve the mill rate, due date and interest rate for 2020 taxes

**C. WORKSHOPS:**

**Continued discussion USPS delivery - Stone Farm**

**Findings of Easement Options for CES Water Diversion System**

**Status of Billings Road sidewalk project**

**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:**

**Consider enter into Executive Session to discuss a legal matter per 1 M.S.R.A. 405(6)(E)**

**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**

**OCTOBER 15, 2020**

**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 Thomas led those in attendance in the Pledge of Allegiance

**III. ROLL CALL**

**Members Present:** Ronald “Ron” Murphy, Charles Lever IV, Steven “Steve” Thomas and G. Stephen “Steve” Watson and John Snyder III, Douglas “Doug” Sinclair Sr.

**Members Absent:** Anthony “Tony” Reynolds – excused

**Others Present:** Town Manager Howard Kroll, Town Clerk Kristen Cushman, Ed Bearor from Rudman Winchell, Scott Perkins, Ruth Cawley and 10 residents

**Councilor Watson moved to excuse John Snyder III, Douglas Sinclair Sr., and Anthony Reynolds.. Councilor Murphy seconded the motion. The motion was accepted. Motion passes 4-0.**

John Snyder arrived to the meeting at 7:09 PM

Douglas Sinclair Sr. arrived to the meeting at 7:21 PM



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

**SIGNATURES. –APPROVE**

**MINUTES. -APPROVE 10/1/2020 Minutes**

**WARRANTS. –SIGN 10/16/2020 Warrant**

**RESOLVES. -SIGN**

**Councilor Watson moved to approve the Consent Calendar as presented. Councilor Murphy seconded the motion. Motion passes 4-0.**

**V. NEWS, PRESENTATIONS AND RECOGNITIONS:**

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

**Ruth Cawley: 438 Chestnut Lane. Mrs. Cawley would like the Town of Hermon work with the Post Office to allow curb side delivery to all residents of the Stone Farm subdivision.**

**There will be a few questions and concerns regarding mail deliver in the Stone Farm Subdivision.**

- 1. Cluster boxes are preferred but not mandated.**
- 2. Cluster box must be within 1 block of the residence.**
- 3. Individuals with disabilities can have home delivery when qualified.**
- 4. Cluster box master key manager.**

**With much discussion Mr. Ed Bearor was asked to speak.**

**Ed Bearor: Can not find where any Towns or Cities regulate mailboxes as part of their subdivision site processing. I don't feel we can tell the Postal Service how to deliver the mail. We can certainly if the council wishes go on record with the Postal Service as what we prefer be done in the Town of Hermon but ultimately the decision of the local Post Master or Portland, ME or Washington DC to make those decisions. I think everyone in the room agrees that there are some good points being made I am not sure we have any ability other than a bully pulpit to ask the Postal Service deliver the mail.**

**It will require direction from the Council as what you want to do this. The impression I get is you do but the Council will need to instruct us to do that and we will figure out what the process will be. We certainly can press upon them we would like the decision before winter. But again this is the Postal Service and we can do whatever you want but not going to give you any assurance that 1. They will listen or 2.They will do anything timely if they choose. Certainly we can try.**

**VII. PUBLIC HEARINGS:**

**VIII. COMMITTEE REPORTS:**



**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**FR20-21-09** Consider authorizing Hermon Fire Department to apply and accept the Ed MacDonald Safety Enhancement Grant will cover two-thirds of cost up to but not exceed \$1,300.42. Exclusively for purchasing Ice Rescue Suite (2) with equipment.

**Councilor Snyder moved to approve FR20-21-09. Councilor Lever seconded the motion. The motion was accepted. Motion passes 6-0.**

**FR20-21-10** Consider authorizing Hermon Town Office to apply and accept the “Center for Tech and Civic Life” (CTCL) Grant for \$ 5,000.00.

**Councilor Snyder moved to approve FR20-21-10. Councilor Murphy seconded the motion. The motion was accepted. Motion passes 6-0.**

**C. WORKSHOPS:**

**Discussion- Easement acquisition**

**The CES plan did not include on how to get to the Stoneybrook properties to be worked on.**

**Scott Perkins: Logistics on how we are going to construct the project, we learned there was not a designated access. We looked at five different options to access the properties.**

- 1. Building driveways across lawns – driving over pipes and leach fields**
- 2. Up the Mr. & Mrs. Leach’s driveway or on the side of the home – recorded wetlands**
- 3. Up the Mr. Bouchard’s driveway – causing additional damage to the driveway**
- 4. Enter from Harvest Lane – Additional easements from property owners, revised DEP storm water drain plan**
- 5. Abutting properties owners from down the road and coming in from behind – needing additional easements and longer route into project.**

**Looking at all the costs and logistics for each of the different plans.**



**Ron Bouchard: 42 Stoneybrook Way. Received the easement on Wednesday and will be reviewed by Tuesday the 20<sup>th</sup>. Mr. Bouchard encourages Scott Perkins to look for other ways to access the property other than Mr. Bouchards'. Mr. Bouchard is not certain he will be signing the easement.**

**Scott and Ron discussed they way the water is going to run down the side of his property and head to the ditch. The front ditch will need to be rehabbed to alleviate a flooded road. Also spoke about putting rip wrap across the back of the yard where the ditch is going to be because of the amount of water that will be going through the crushed rocks. Driveway drainage around the top of the driveway because the corner slab is sinking in the garage. This one Mr. Bouchard is probably going to take on himself (driveway drainage).**

**Scott Perkins: The offer is use the driveway and leave it in a better condition than we found it.**

**Scott to work on different methods to reach the two properties to be worked on.**

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

**X. APPOINTMENTS:**

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

**XI. MANAGER STATUS REPORT:**

**Absentee Ballots: Clerks have processed over 1300 absentee ballots to date.**

**USPS: Contact Mr. Bearor and see how we can get a discussion going on mailboxes**

**Commitment: Will vote next meeting on mill rate, due date etc.**

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

**XIII. COUNCIL ITEMS: None**

**XIV. EXECUTIVE SESSION:**



**XV. ADJOURNMENT:**

**Councilor Murphy moved to adjourn the meeting at 8:30 PM. Councilor Watson gave seconded. With no objection the meeting was adjourned at 8:30 PM.**

**Respectfully Submitted,**

**Kristen Cushman  
Town Clerk**

**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.



O20-21-03

**BY ORDER**, the Municipal Officers of the Town of Hermon at a public meeting convened to;

**AUTHORIZED amendments to the Personnel Policy as follows:**

E.6

**SECTION 6. ~~VACATIONS~~VACATION/EARNED PAID LEAVE**

~~6.1 Vacation privileges are available to full-time, part-time benefited employees and contracted employees. Each employee shall earn annual vacation with pay on the following basis:~~

6.1 Applicability. This policy applies to all Town employees, including full-time, part-time, contract, and per diem employees. Employees who are members of a collective bargaining agreement that was executed prior to January 1, 2021, are exempt from this policy until the collective bargaining agreement expires; thereafter, the collective bargaining agreements will address paid leave as required by 26 M.R.S.A. § 637.

6.2 Definitions.

a. For the purpose of this section, a "year" is the 12 consecutive month period following an employee's date of hire.

b. A work week is presumed to be 40 hours for salaried employees unless actual records are kept of time worked.

6.3 ~~Vacation~~/Earned paid leave is provided to employees as follows:

a. FULL-TIME EMPLOYEES

Full-time employees will accrue the following earned paid leave:

<u>Years of Service</u>	<u>Earned Paid Leave Per Year</u>
<u>Less than 1 years</u>	<u>Five (5) days</u>
<u>1 year but less than 5 years</u>	<u>Ten (10) days</u>



5 years but less than 10 years

Fifteen (15) days

10 years but less than 20 years

Twenty (20) days

20 or more years

Twenty-five (25) days

Earned paid leave will accrue proportionally on a weekly basis, or at a rate of one (1) hour per every forty (40) hours worked, whichever is quicker.

b. PART-TIME EMPLOYEES

Benefited part-time employees will receive the same earned paid leave as full-time employees but prorated based on hours worked, or at a rate of one (1) hour per every forty (40) hours worked for the first forty (40) hours of leave, whichever is quicker.

All other part-time employees will receive earned paid leave at the rate of one (1) hour per every forty (40) hours worked for the first forty (40) hours of leave up to a maximum of forty (40) hours in a year.

c.

~~FULL-TIME EMPLOYEES~~

~~1. Five (5) days of vacation shall be earned during the first year of service.~~

~~2. Ten (10) days of vacation shall be earned after one full year of service.~~

~~3. Fifteen (15) days of vacation shall be earned after five full years of service.~~

~~4. Twenty (20) days of vacation shall be earned after ten full years of service.~~

~~5. Twenty five (25) days of vacation shall be earned after twenty full years of service.~~

~~Part time benefited employees will receive vacation days prorated based on hours worked.~~

**TOWN MANAGER**

~~—1. Fifteen (15) days of earned vacation paid leave shall be earned upon date of hire.~~

~~—2. Twenty (20) days of earned vacation paid leave shall be earned after ten (10) full years of service.~~

~~—3. Twenty-five (25) days of earned vacation paid leave shall be earned after twenty (20) full years of service.~~

Earned paid leave will accrue proportionally on a weekly basis, or at a rate of one (1) hour per every forty (40) hours worked, whichever is quicker.

Paid leave accrues on date of hire and on each anniversary date thereafter.  
~~\_\_\_\_\_ service.~~

d.

c. CONTRACTED EMPLOYEES

Contracted employees may receive ~~vacation time~~ earned paid leave based on conditions outlined by the employment contract. Notwithstanding anything in the contract to the contrary, by virtue of 26 M.R.S.A. § 637, contracted employees will accrue no less than one (1) hour of earned paid leave per forty (40) hours worked up to a maximum of forty (40) hours per year, and may carry over up to forty (40) hours of accrued ~~paid-leave~~ from year to year.-

6.4 Accrual of earned paid leave starts immediately upon hire but employees who have not passed their probation period may not use leave before the employee has been employed for 120 calendar days. ~~Vacation shall be granted after the successful completion of the probationary period and at such time or times as shall be mutually agreeable to the employees and their supervisors.~~

6.54 Earned paid leave may be taken in increments of one (1) hour.

6.5-6.6 Notice

- a. Absent an emergency, illness or other sudden necessity for taking earned leave, an employee must give reasonable notice to the employee's supervisor of the employee's intent to use earned paid leave. Use of leave must be scheduled to prevent undue hardship on the Town as reasonably determined by the Town. Due consideration shall be given to an employee's seniority in regard to scheduling ~~vacations~~ leave. ~~Vacation-accrued~~ An employee desiring to take a ~~paid-leave~~ longer than ~~five~~ four (4) working days must notify the employee's supervisor with at least four (4) weeks' advance notice ~~in advance~~ or it may not be possible to schedule the leave.
- b. Notice required for an emergency, illness or other sudden necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, an employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the Town of the employee's intent to use earned paid leave.

6.76 Carry-Over

- a. A full-time ~~n~~ employee may carry-over up to eighty (80) hours of accrued earned paid leave from year to year. Earned ~~ppaid~~ leave in excess of ~~two work weeks (10 work days)~~ as of the employee's anniversary date ~~the 80 carry-over hours~~ will be lost.
- b. A benefited part-time employee may carry-over a prorated number of hours of accrued earned paid leave based on the number of hours worked, or up to forty (40) hours of accrued leave, whichever is greater, from year to year. Earned paid leave in excess of the 40 carry-over hours or larger prorated number of hours will be lost.

- a. A part-time employee may carry-over forty (40) hours of accrued earned paid leave from year to year. Earned paid leave in excess of the 40 carry-over hours will be lost.

~~Vacation leave shall not be allowed if it exceeds the accrued amount that has been recorded on the employee's anniversary date.~~

~~Any time in excess of 4 days vacation shall be scheduled two (2) months in advance of the dates requested. If not scheduled 2 months in advance, such time is at the discretion of the Supervisor.~~

~~6.82-7 Upon resigning/separating from employment, an employee is entitled to be paid a prorated amount of annual vacation time earned according to the regular vacation schedule and date of resignation. For example, an employee with an anniversary date of January 1 who leaves employment on June 30 and who earns ten vacation days annually would be entitled to five days of vacation leave for that year plus the balance of unused accrued vacation days from the previous year (not to exceed ten (10) days) for accrued earned paid leave. If the employee has used more time leave than what is~~  
was earned, the amount of time used above the earned amount will be reimbursed to the Town.

~~6.3-89 An employee shall not be allowed to work and be take earned paid double his usual wage during his vacation period.~~

~~6.4. If a snow day is allowed by leave and work at the same time.~~

6.109 If Town Manager and operations are closed due to inclement weather, or for some other reason that prevents the Town office from operating, while an employee is not scheduled to work and on vacation, he/she taking paid leave, the employee still will not be credited back vacation charged leave time for the hours that the town/Town office is closed.

6.101 An employee taking earned paid leave will be paid the same base rate of pay that the employee received immediately prior to taking earned leave and will receive the same benefits as those provided under this Personnel Policy. The taking of paid leave under this section will not result in the loss of any employee benefits accrued before the date on which the leave commenced and does not affect the employee's right to health insurance benefits on the same terms and conditions as applicable to similarly situated employees.

**SIGNED** this 29th day of October 2020 by the Town Council:

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\_\_\_\_\_  
**Charles Lever IV**

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

\_\_\_\_\_  
**Anthony Reynolds**

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

\_\_\_\_\_  
**John Snyder, III**

\_\_\_\_\_  
**Ronald Murphy**

\_\_\_\_\_  
**G. Stephen Watson**

**October 29, 2020**

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

\_\_\_\_\_  
Clerk

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_



**FR20-21-11**

Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to pay RSJ Electric \$555.41 for electrical service and Exactitude of Bangor no more than \$6,5000 for the installation of a new ADA approved door at the PAD Elementary school for a total of \$7,055.41.

Be it further resolved the proceeds be withdrawn from the Hermon Elementary School Reserve Account (HERM30).

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**SIGNED this October 29, 2020 by the Hermon Town Council:**

\_\_\_\_\_  
Ronald Murphy

\_\_\_\_\_  
Charles Lever IV

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

\_\_\_\_\_  
Anthony Reynolds

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

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

\_\_\_\_\_  
G. Stephen Watson

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

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____

**RSJ Electric, Inc.**

**Invoice**

12 Swan Road  
Hermon, Maine 04401-0345

Date Invoice #  
10/19/2020 11728

**Bill To**  
  
Town of Hermon  
333 Billings Road  
Hermon, Maine 04401

**Job Description**  
  
Patrica Durham School  
Gym Door Controllls and Power

P.O. No. Terms Labor  
Due on receipt

Qty	Date	Description	Labor	Rate	Amount
6	10/19/2020	Door Controls/Power	RSJ Master	80.00	480.00
1		4"Sq Box Extention Wall		4.99	4.99
6		EMT Connector Set Screw 1/2"		0.29	1.74
2		EMT conn. comp RT 1/2"		3.07	6.14
1		EMT Coupling Compression 1/2" RT		2.98	2.98
30		EMT 1/2"		0.63	18.90
7		EMT Clip 1/2" One Hole		0.14	0.98
6		Wire THHN #12		0.28	1.68
60		Wire THHN #16		0.21	12.60
2		Box FS 2 Gang 3 Hub		12.70	25.40

Sales Tax Exempt

**Total** \$555.41

Phone #

E-mail

**Payments/Credits** \$0.00

207-848-7483

rsjelec@outlook.com

**Balance Due** \$555.41



# EXACTITUDE

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

12 Sky View Drive  
Cumberland Foreside, ME 04110  
Phone: 207-829-8648  
Fax: 207-781-2059

59 Banair Road  
Bangor, ME 04401  
Phone: 207-942-3411  
Fax: 207-942-3385

Date: 8-14-20

Project: Duran Elementary School

Customer: Town of Hermon

Location: Hermon, ME

Attn: Scott Perkins

### We Propose to Furnish and Install the Following Materials:

- 1 Galv. HM Door RK-707S-18-4 3070 NL (4" x 25") Glazed w/ 5/8" Clear Tempered Insulated Glass Top Cap - RHR - Prepped For Rim Exit Device
- 1 Galv. KD HM Frame 16ga. 8 3/4" 3070 RC Rim Strike Reinf. LH
- 3 Stainless Steel Hinges MPB91 4 1/2" x 4 1/2" NRP 32D
- 1 Closer EN 281 PS
- 1 Rim Exit Device 16-8804 F Less Trim 32D
- 1 Pull BF111 32D
- 1 Kickplate K1050 8" x 34" 32D
- 1 Threshold 276A 36"
- 1 Weatherstrip 45041CNB 36" x 84"
- 1 Door Bottom EPDM 36"
- 3 Silencer 608
- Remove Existing Masonry Filled Frame, Door & Hardware
- Install New Frame, Door & Hardware

Lump Sum \$3,997.00

#### Alternate:

Provide Handicap Door Operator w/ hard-wired actuators      Add + \$2,200.00

#### Excludes:

- Disposal of Existing Material
- Finish Paint
- Patch & Paint of Adjacent Surfaces
- Non-Business Hours Work
- 120VAC Power Source, Low Voltage Wire & Wiring For Door Operator
- Card Access

SALES TAX NOT INCLUDED IN THIS QUOTATION  
QUOTE VALID FOR 60 DAYS UNLESS OTHERWISE NOTED

Accepted By: \_\_\_\_\_

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

**TERMS: 30 DAYS NET - NO RETENTION**

## **TERMS AND CONDITIONS**

1. Exactitude, Inc., hereinafter referred to as Seller, will not be responsible or liable in any manner for any delays or failures to make delivery at specified times or otherwise whether or not such failure or delay is due to circumstances beyond the control of Seller, including, but not limited to failures and delays due to acts of God, force majeure, strikes, labor difficulties, fires, floods, storms, accidents, machinery breakage, scarcity of material parts or fuel, transportation difficulties, governmental requirements, regulations or orders or manufacturer's inability to meet delivery schedules.
2. This proposal is based on all work being performed during regular working hours and at one time. Extra charges shall be made for all overtime work and work not performed at one time.
3. This proposal is subject to revision if not accepted within 30 days from date shown.
4. No order may be cancelled without our written consent.
5. If accepted, this proposal is subject to the approval of the Credit Department of Seller.
6. We will not honor back charges for materials or labor without our written consent.
7. We are to be allowed use of hoist for our materials for which we shall pay a mutually agreed charge. No charge is to be made for use of temporary elevators by our employees.
8. We agree to remove our own rubbish and will not assume any charge for removal of same unless authorized by us.
9. We assume responsibility for collection and payment of all state and unemployment insurance taxes, applicable to labor performed on this subcontract, and agree to protect the customer from demands in respect thereof.
10. Progress payments consisting of the price of all materials furnished and all work performed during the month are to be paid Seller within 30 days from date of invoice. If buyer fails to pay as agreed, Seller may suspend the work and stop deliveries until such payment is made and satisfactory guarantee given that future payments will be made as agreed, or Seller, at its option, may cancel this agreement at any time thereafter by giving written notice of cancellation to buyer.
11. Any tax that may be imposed by Federal or State Governments, exclusive of any applicable state sales taxes, affecting this sale or contract, shall be added to the quotation, charged to and paid for by the buyer. State sales tax, if it applies, is as stated on face of Proposal.
12. This writing is intended as a final expression of the term of sale hereunder. No agent, employee or representative of Seller has any authority to bind Seller to any other affirmation, representation or warranty concerning the goods or services sold hereunder. This contract may not be modified or amended, and no provision hereof may be waived, except by a writing signed by all parties hereto. ACCEPTANCE OF ANY OF THE MATERIAL OR SERVICES DESCRIBED ON THE REVERSE SIDE SHALL CONSTITUTE BUYER'S ACCEPTANCE OF THIS AGREEMENT SOLELY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, NOTWITHSTANDING ANY TERMS AND CONDITIONS THAT MAY BE CONTAINED IN ANY ACKNOWLEDGEMENT, PURCHASE ORDER OR OTHER FORM OF BUYER.
13. Any additional orders pertinent to this contract shall be subject to all Terms and Conditions of the original proposal.
14. The total amount due hereunder shall be due and payable within 30 days from date of invoice. A LATE PAYMENT CHARGE EQUAL TO 1-1/2% PER MONTH OR 18% PER ANNUM will be charged on all amounts not paid within said time period. If payment is not made when due, customer also agrees to pay as late payment charge all costs of collection, including a reasonable attorney's fee for effecting collection.
15. Seller warrants that any goods or services supplied hereunder will be free from defects in materials or workmanship, and that it will convey good title to all goods, free of all liens of any kind. This is Seller's sole warranty with respect to the goods, and services. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFORESAID OBLIGATION ARE HEREBY DISCLAIMED BY SELLER. Seller's obligation on any claim is limited to repair or replacement of the defective material at Seller's option, and such repair or replacement is the sole remedy under this contract. In no event shall any claim of any kind whether as to goods delivered, services performed or for non-delivery of goods be greater in amount than the purchase price of the goods or services in respect of which such damages are claimed, and all liability for any other damages, whether such liability be based upon breach of contract, breach of warranty, negligence or any other cause, including without limitation, liability for consequential or incidental damages or damages for delay, are hereby expressly disclaimed. All claims for breach of warranty must be made in writing within sixty (60) days of delivery.
16. TERMS OF SHIPMENT ARE F.O.B ORIGIN, FREIGHT PREPAID.





**R20-21-09**

Be it resolved by the Hermon Town Council in town council assembled, the mill rate for Fiscal Year 2020-2021 is set at 11.99 mills with a commitment date of 10-07-2020, a due date of 04-01-2021, interest to start on 04-02-2021 at the annual interest rate of 8% on the unpaid balance.

**SIGNED** this October 29, 2020 by the Hermon Town Council:

\_\_\_\_\_  
**Charles Lever IV**

\_\_\_\_\_  
**Anthony Reynolds**

\_\_\_\_\_  
**John Snyder III**

\_\_\_\_\_  
**G. Stephen Watson**

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

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

\_\_\_\_\_  
**Ronald Murphy**

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

Motion _____	Yeas _____	Date _____
Second _____	Nays _____	



October 16, 2020



Your email to the United States Postal Service (USPS) Postmaster General Louis DeJoy was forwarded to the Northern New England (NNE) District to review, research and reply, since USPS NNE District oversees all postal operations in Maine, New Hampshire and Vermont. As the Manager of Marketing for NNE District, I am responsible for replying to escalated concerns from customers within this district.

The Postal Service is directed by federal statute to provide reliable, safe and efficient mail delivery service, and to serve all citizens equally through providing mail delivery whether they fund postal operations by buying postal products and services or not. It is for this reason that, under federal statutes, *USPS is authorized to determine the mode of delivery in its sole discretion*. The mode of delivery includes the type of mail box that customers may use and the location where mail receptacles must be installed for every delivery point which USPS serves.

USPS delivers mail in a variety of modes, including to Post Office Boxes, to house mounted mail boxes, to curbside rural mail boxes, and to Centralized Delivery Box Units (CBUs), as well as delivering mail in bulk to colleges and universities, hospitals, hotels, nursing homes and other locations where residents are transient in nature. In the new housing development where your home is located, USPS has established the mode of delivery as delivery to a CBU, as outlined in the USPS HQ Growth Management Initiative.

In your email, you state that you should not be served by a CBU because your residence and development does not include apartments or condominiums; however, all new housing developments and single home subdivisions are included in the USPS Growth Management Initiative requirements. The developer which developed the land on which the Stone Farm housing subdivision was built was informed on more than one occasion, by both the Town of Hermon and by USPS, that mail delivery would only be authorized to CBU's in that new development. Please be aware that USPS is providing the same thing to your housing development that every other neighborhood has, by providing one free form of mail delivery to every address. In addition, as the developer was also told, the installation of a CBU for that housing development is a cost savings to every single homeowner who will not have to purchase, install or maintain an individual mail box and is therefore a benefit to everyone who owns those homes – not only now but for all years into the future. That is why developers must align their plans for mail delivery in accordance with current USPS federal regulations which are designed to meet growth management initiative guidelines and goals. If the developer did not plan for the installation of a CBU for the residents living in the subdivision to receive mail delivery, unfortunately, that is a matter for residents to address with the developer, since USPS clearly informed him, multiple times, that a CBU was the required mode of delivery.

Although I understand your comments about the distance in miles of the neighborhood in which you have purchased a home, that consideration is another reason why USPS cannot afford to allow individual curbside mail delivery for the two new Stone Farm spurs currently being developed. When determining the mode of delivery in new housing developments and subdivisions, USPS must control costs as much as possible when providing one free form of mail delivery for the over one million new delivery points we establish annually. Although, in the past, USPS may have allowed some homes to establish rural delivery via curbside mail box, USPS made a nationwide decision at the headquarter level over eight years ago to establish Centralized Delivery via CBU for new housing developments such as Stone Farm.

Many customers all across America prefer to pay money to rent a PO Box address even if they are eligible for street delivery, because no mail box has to be purchased, installed, shoveled or maintained. In addition the mail in a PO Box is held safely, securely and out of the elements of nature until such time as recipients want to collect it. Those same two conveniences apply to CBUs. Many customers are pleased to receive mail delivery in CBUs not only for those two reasons but also because they can receive parcels and larger mail pieces in CBU parcel lockers – pieces that do not fit into rural curbside mail boxes.

The fact that other residents in the initial phase of the development erected individual curbside rural boxes was an error which USPS should have addressed at the time. Regrettably, since it has now been more than a year since curbside delivery was established on two other roads in that development, under USPS rules, we are not allowed to correct the error. However, now that we have identified that an error in delivery establishment was made, we are not going to

compound it by continuing to err. USPS is obliged to correct the mode of delivery for all homes on the two new spurs currently in development, by requiring that the mode of delivery be Centralized via CBU, as should have been installed for all of the homes in that development in Hermon, Maine.

I regret that we are not able to establish delivery in your new development via individual curbside rural mail boxes as you desire. It is my understanding that the current Postmaster has determined a location for the Stone Farm CBU installation, and you may contact him for that information. If you believe my decision is in error, you have the right to appeal this decision to the USPS NNE District Manager at this address:

District Manager  
USPS NNE District  
151 Forest Avenue  
Portland, ME 04101




I hope that this letter explains the many reasons for the decisions of the U.S. Postal Service in this matter. Thank you for your business which we value and appreciate.

Sincerely,












Kathleen A. Rokowski  
Manager, Marketing  
USPS Northern New England District







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From:  **Scott Perkins** Tuesday, October 20, 2020 2:11:17 PM  

Subject: Council Information- Easement Options for CES Water Diversion System

To:  Tony Reynolds  thomas70ss@yahoo.com  snyerjohn47@gmail.com  
 sinclairdoug@rocketmail.com  murphy8708@roadrunner.com  
 gstephen.watson@gmail.com  charleslever4@gmail.com

Cc:  **Howard Kroll**  **Kristen L. Cushman**

Attachments:  Easement Options Memo- Water Diversion System 10-20-20.pdf / Adobe Acrob...  
 CES Water Diversion - Easement Options 1-4.jpg / JPEG image (382K)  
 Bouchard Request - Council Memo 10-8-2020.pdf / Adobe Acrobat Document (1...  
 Bouchard Driveway Drainage 9-29-221.jpg / JPEG image (41K)  
 CES Stoney Brook Drainage Plan-Stamped FINAL.pdf / Adobe Acrobat Docume...  
 Harvest Lane MDEP Buffer Restrictions.pdf / Adobe Acrobat Document (276K)

---

Good afternoon,



Please take some time to read the attachments regarding the easement questions at Stoneybrook. Some original assumptions have changed concerning easement options after meeting with Adam and Deanna Leach on October 19 as explained in the memo and corresponding maps.

Please call if there are any questions.










Thanks,

Scott A. Perkins  
Economic & Community Development  
848.1010 (office)  
852-2403 (cell)

Notice: This email and any files transmitted with it are confidential and intended solely for the use of the entity or individual to whom they are addressed and may contain information that is privileged and/or exempt from discovery or disclosure because they relate to matters of Economic Development.

From:  Scott Perkins Wednesday, October 21, 2020 2:10:05 PM 

Subject: Re: Council Information- Easement Options for CES Water Diversion System

To:  Tony Reynolds  thomas70ss@yahoo.com  snyerjohn47@gmail.com  
 sinclairdoug@rocketmail.com  murphy8708@roadrunner.com  
 gstephen.watson@gmail.com  charleslever4@gmail.com  Howard Kroll  
 Kristen L. Cushman

---

Good afternoon,

Update on Option 4 (Blue)

I spoke today with Ken Libbey from MDEP (Bangor Region Storm Water- Land Use) about the Harvest Lane cul-de-sac option. He discouraged the use of this option in my mind when he reported the following:

1. It could take an unlimited amount of time to review for new required site law because there are 25 projects on his desk. For these restrictive buffer amendment requests, MDEP can take as long as they need to perform all of their tasks and answer us back.
2. If we were to be allowed after engineering determined an amendment was possible the Town (responsible party) would be required to build a filtration system (subsurface) in order to maintain the designs integrity while we accomplished our goals. He estimated off hand 25k-30k for the system.

Including the narrative I sent already that described the challenges of adding easement requirements from more landowners who may (or may not) cooperate...I suggest that this option for access be removed from your list of considerations.

Thanks,

Scott A. Perkins  
Economic & Community Development  
848.1010 (office)  
852-2403 (cell)

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**Scott Perkins writes:**

**Good afternoon,**

**Please take some time to read the attachments regarding the easement questions at Stoneybrook. Some original assumptions have changed concerning easement options after meeting with Adam and Deanna Leach on October 19 as explained in the memo and corresponding maps.**

**Please call if there are any questions.**

**Thanks,**

**Scott A. Perkins**

**Economic & Community Development**

**848.1010 (office)**

**852-2403 (cell)**

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October 20, 2020

Memo re: Council information - Easement Options for CES Water Diversion System

Steve Thomas  
Council Chair- Town of Hermon

Steve,

Easement options originally consisted of five different methods. After meeting with Adam and Deanna Leach on October 19, their driveway option was removed leaving four options total. Please see the narrative associated with each option below corresponding with the color coded legend and GIS map. I also have included the DEP buffer restriction and design indicating the area around the rear of Harvest Lane cul-de-sac as a .pdf for review. You can hold "Ctrl" & tap "+" to blow up the .pdf subdivision map for easier reading.

**Access 1: (Red)** From Stoneybrook Drive (adjacent to wetlands) perpendicular to the roadway across Leach's lawn to the southwest corner of the lot. This option is approximately 204' as drawn. Approximately 100 cubic yards of gravel at 12" and possibly fabric because of wet conditions would be required. This access option would be acceptable for a "Town owned" permanent access (agreed to by owner October 19) but requires a culvert in the roadway and material installation.

**Access 2: (Pink)** From Stoneybrook Drive using Ron Bouchard's driveway. Limiting factors include the conditions Mr. Bouchard has placed in exchange for using the access (see attached email). Estimate by Town of Hermon including the drainage pipe originally totaled \$14,500. Witham's Paving has formally estimated the same job on October 18, 2020 at \$8,800 to \$10,000 for surface removal, reshaping native material and installing 2.5 inches of HMA if we do not install the additional pipe Bouchard is requesting. (Additional pipe request shown included as attachment was priced in the TOH estimate)

**Note:** Driveways are usually not the best option for easements regarding future maintenance issues but this use was a stakeholder suggestion at the outset of the process and then changed to a conditional use as suggested in the Council email requiring approval by the board if desired. (Email Included as attachment)

**Access 3: (Green)** From Stoneybrook Drive using four different property easements. Cost prohibitive because of length (563' as shown) requiring tree cutting, fabric and 12" of gravel through wet areas totaling approximately 250 cubic yards.

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

Telephone: 207 848-1010  
FAX: 207 848-3316  
Website: [www.Hermon.Net](http://www.Hermon.Net)



**Access 4: (Blue)** From Harvest Lane cul-de-sac. Apply for amendments with Maine DEP to cut an access and restore to conditions of existing buffer as shown in the file attached "Harvest Lane MDEP Buffer Restrictions" Calls were made to MDEP and the initial response was that amendments would have to be sought and a decision made as to whether or not it would be allowed after review. This option should be exercised as a last resort because it has the ability to exacerbate the water situation. Additionally, it would involve 3-4 temporary easements to construct with a final outcome of not maintaining a permanent access for future maintenance of the system. Review the buffer restrictions to understand restoration requirements TOH would be asked to complete after use if an amendment was granted.

**Notes:**

At a regular Council meeting on October 15, board members also inquired about the use of CLT planking or "platforms" to alleviate damage and create an access in other potential locations:

Randy Gardner of Gardner Construction Enterprises has provided a quick estimate totaling \$15-\$20k depending on which location and how you choose to install and remove the planks. He has reviewed the plan and is familiar with the planking/mat system discussed.

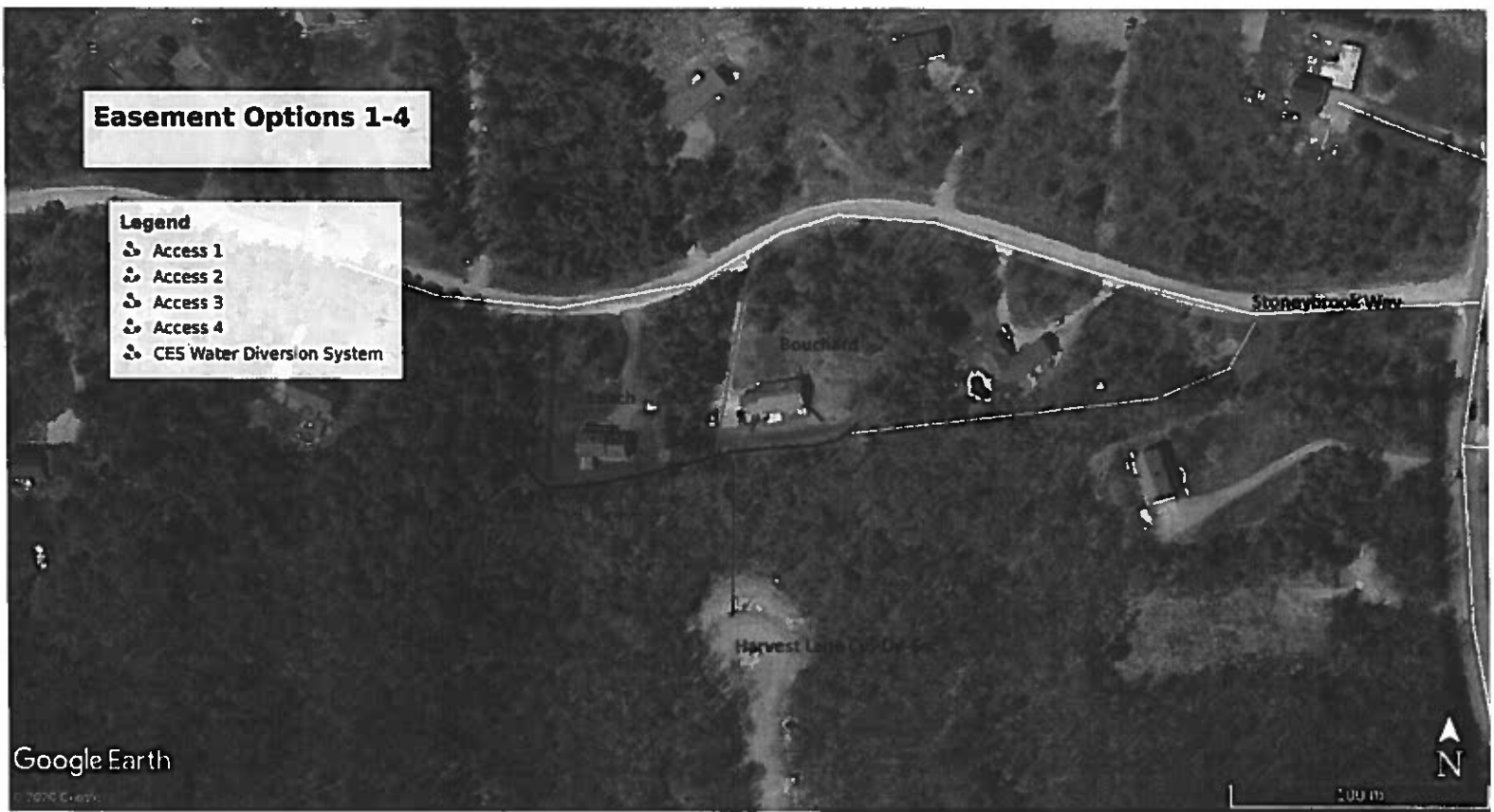
Regardless of which easement option is selected, if planks are utilized your easement will only be temporary and no future maintenance without new legal work and new identified acceptable access granted by a homeowner will be possible.

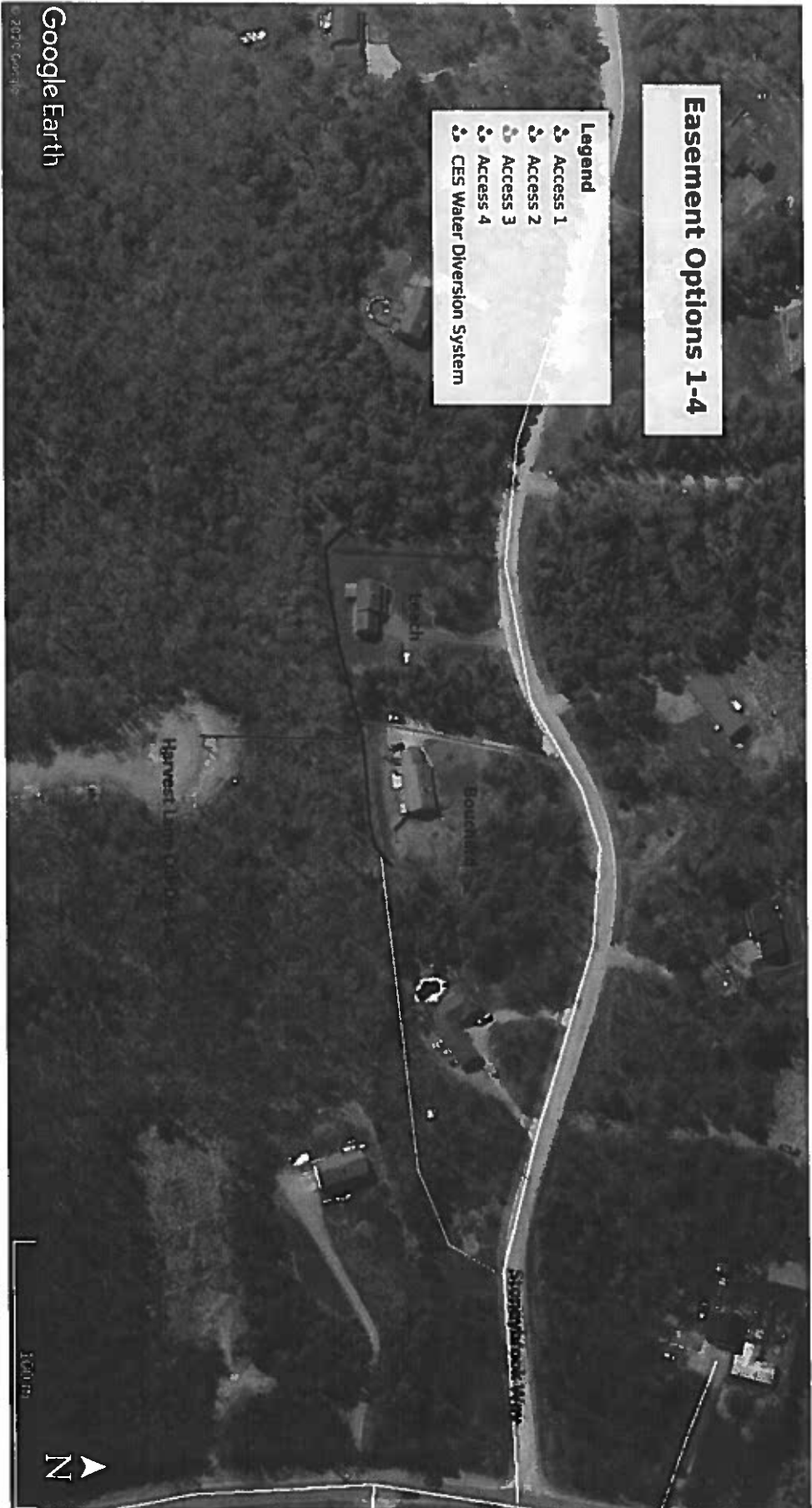
Respectfully,

A handwritten signature in cursive script that reads "Scott Perkins".

Scott Perkins  
DECD Office









October 8, 2020

Memo: Ron Bouchard – Request regarding use of driveway as proposed access

Howard,

Ron Bouchard has offered the conditional use of his driveway as a proposed access to construct the CES water diversion project at Stoneybrook Drive. Mr. Bouchard will be in attendance to answer any questions and to clarify his request(s) as shown below. This list may or may not be inclusive of all the items he is seeking:

On Wed, Sep 30, 2020, 12:10 PM Scott Perkins <[sperkins@hermon.net](mailto:sperkins@hermon.net)> wrote:

Howard,

Originally both homeowners at Stoneybrook Way indicated that the Town could use their driveways as a potential access point to construct the CES water diversion project. Ron Bouchard suggested his driveway could be used "because it needed to be repaved anyway" and Adam gave us a written statement suggesting his driveway could be used to access the design build area. After reviewing the original design and all options for an access including the limiting factors of both lots including adjacent properties to determine an appropriate access, Ron Bouchard's driveway appears to be the best option currently. I considered convenience, costs to construct other access points (which could potentially trigger additional storm water amendments); including requiring cooperation from additional abutters outside of the project scope and/or impacts that could worsen the situation at the design locations of both stakeholders. In the original design discussed at Special Town Meeting to fund this project CES had not identified an access.

Some key ingredients of any easement that the Town offers should include:

1. A "hold harmless" clause protecting the Town of Hermon from claims attributed to design installation
2. A statement that indicates that the Town leave any portion of the acquired easement in at least as good a condition (or improved) as before construction on exit from the project
3. The ability for the Town to support a future maintenance schedule as identified by our engineering firm

**After meeting with Ron Bouchard on 9-28-2020 at his residence the discussion revealed that it is his desire to add the following conditions in order to move forward with the process assuming that we prefer his driveway as the access:**

1. Mr. Bouchard wants to include an option in the easement language that would give him the ability to nullify the existing easement portion describing the driveway" specifically established for the Town to maintain the water diversion system

Mailing address  
PO Box 6300  
Hermon, ME 04402-6300

Physical Address:  
333 Billings Rd  
Hermon, ME 04401

Telephone: 207 848-1010  
FAX: 207 848-3316  
Website: [www.Hermon.Net](http://www.Hermon.Net)



2. Amend the trench design to include larger ledge rock on the surface layer to accept a more aggressive flow of water
3. Ditch in the Town's right of way to match with similar work accomplished at the two adjacent properties (clean & re-establish ditches, seed & erosion control finish)
4. Replace the driveway pavement surface by removing the existing pavement, shaping the driveway using the native material already in place and apply new hot mix asphalt 2" thick in the center and 1.25"-1.5" at EOP (estimated at 65 tons HMA +/-)
5. Install a 2' drainage trench with sleeved perforated pipe approximately 140' to daylight on westerly side of lot as shown in the example:

Currently, the Town of Hermon is committed to the approved financial resolve associated with the special Town Meeting on September 3<sup>rd</sup>, 2020 where funds were allocated for a potential water diversion project after easements for access are secured from both property owners impacted by the design:

**ART. 2:** To see if the Town will authorize the Council to appropriate from Fund Balance up to \$ 35,000 for the construction of a storm water drainage system as shown on plans drawn by CES, Inc dated August 4, 2020. To the extent such work occurs on private property, it shall only be undertaken after all necessary easements have been granted to the Town of Hermon by affected landowners.

Respectfully,

A handwritten signature in cursive script that reads "Scott Perkins".

Scott Perkins

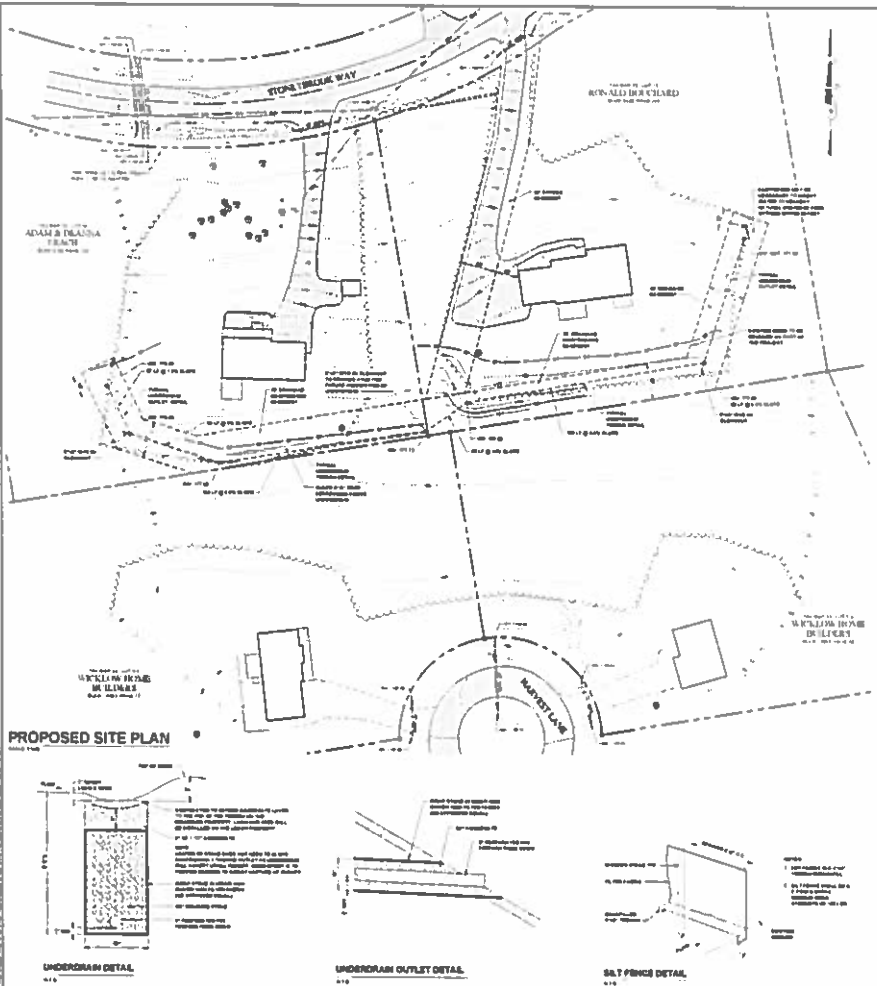
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**LEGEND:**

Proposed Building	---
Proposed Parking Lot	---
Proposed Driveway	---
Proposed Road	---
Proposed Sidewalk	---
Proposed Stormwater Management	---
Proposed Utility	---
Proposed Easement	---
Proposed Right-of-Way	---
Proposed Boundary	---
Proposed	---



**GENERAL CONSTRUCTION NOTES**

1. All work shall be completed in accordance with the approved plans and specifications, and shall be subject to the supervision and control of the engineer.
2. The contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable laws, ordinances, and regulations.
3. The contractor shall maintain access to all existing and proposed utilities, and shall be responsible for protecting them from damage.
4. The contractor shall be responsible for the safety of all workers and the public, and for providing adequate safety barriers and signage.
5. The contractor shall be responsible for the quality of all work, and for providing adequate test results and reports.
6. The contractor shall be responsible for the timely completion of all work, and for providing adequate progress reports.
7. The contractor shall be responsible for the cleanup and removal of all construction materials and debris.
8. The contractor shall be responsible for the protection of all existing trees and vegetation, and for replanting or replacing any that are removed.
9. The contractor shall be responsible for the protection of all existing structures and utilities, and for repairing any that are damaged.
10. The contractor shall be responsible for the protection of all existing easements and rights-of-way, and for restoring them to their original condition.
11. The contractor shall be responsible for the protection of all existing underground utilities, and for repairing any that are damaged.
12. The contractor shall be responsible for the protection of all existing surface water, and for restoring it to its original condition.
13. The contractor shall be responsible for the protection of all existing soil, and for restoring it to its original condition.
14. The contractor shall be responsible for the protection of all existing groundwater, and for restoring it to its original condition.
15. The contractor shall be responsible for the protection of all existing air quality, and for restoring it to its original condition.
16. The contractor shall be responsible for the protection of all existing noise levels, and for restoring them to their original condition.
17. The contractor shall be responsible for the protection of all existing aesthetics, and for restoring them to their original condition.
18. The contractor shall be responsible for the protection of all existing cultural resources, and for restoring them to their original condition.
19. The contractor shall be responsible for the protection of all existing historic resources, and for restoring them to their original condition.
20. The contractor shall be responsible for the protection of all existing archaeological resources, and for restoring them to their original condition.

**BROCHURE CONTROL NOTES**

1. All brochures shall be printed on high quality paper, and shall be of uniform size and format.
2. All brochures shall be printed in black and white, and shall be of uniform size and format.
3. All brochures shall be printed in a clear and legible font, and shall be of uniform size and format.
4. All brochures shall be printed in a professional and attractive layout, and shall be of uniform size and format.
5. All brochures shall be printed in a timely manner, and shall be of uniform size and format.
6. All brochures shall be printed in a cost-effective manner, and shall be of uniform size and format.
7. All brochures shall be printed in a durable manner, and shall be of uniform size and format.
8. All brochures shall be printed in a secure manner, and shall be of uniform size and format.
9. All brochures shall be printed in a confidential manner, and shall be of uniform size and format.
10. All brochures shall be printed in a compliant manner, and shall be of uniform size and format.
11. All brochures shall be printed in a consistent manner, and shall be of uniform size and format.
12. All brochures shall be printed in a coordinated manner, and shall be of uniform size and format.
13. All brochures shall be printed in a harmonious manner, and shall be of uniform size and format.
14. All brochures shall be printed in a balanced manner, and shall be of uniform size and format.
15. All brochures shall be printed in a proportionate manner, and shall be of uniform size and format.
16. All brochures shall be printed in a unified manner, and shall be of uniform size and format.
17. All brochures shall be printed in a cohesive manner, and shall be of uniform size and format.
18. All brochures shall be printed in a complementary manner, and shall be of uniform size and format.
19. All brochures shall be printed in a contrasting manner, and shall be of uniform size and format.
20. All brochures shall be printed in a harmonious manner, and shall be of uniform size and format.

**NOTES:**

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**CES INC**  
 12000 S. ...  
 ...  
 ...  
 ...

**PROPOSED SITE PLAN**

**ISSUED FOR BID**

**C101**

