



**Town of Hermon**  
**Public Safety Meeting Room**  
**January 5, 2023**  
**Town Council Meeting**  
**7:00 PM**  
**AGENDA**

To watch Council Meetings go to [hermonmaine.gov](http://hermonmaine.gov) click Council click Town Council Meetings click Zoom  
Council Meetings will be archived online after the meeting has taken place.

**\*\*\*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:**  
  
**APPOINTMENTS. – APPROVE**  
**SIGNATURES. –APPROVE**  
**MINUTES. -APPROVE** 12/8/2022, 12/29/2022  
**WARRANTS. –SIGN** 12/23/2022, 1/6/2023, and Sign Warrant for January 19, 2023  
Special Town Meeting  
**RESOLVES. –SIGN**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**
- VI. PUBLIC ITEMS OR COMMENTS: *(Items Not Already on Agenda)***
- VII. PUBLIC HEARINGS:**
  - **Hold Public Hearing – Contract Zone Change for M/L 034-134-000 Resale and Pawn Shop**
- VIII. COMMITTEE REPORTS:**



**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**R22-23-21** Consider approving acceptance of an ordinance titled “Amendment to Chapter 154 Contract Zone change to Tax Map 034-134-000 § 154-006(b), 154-007(b)” of the Hermon Town Code

**FR22-23-08** Consider an abatement for 442 Chestnut Lane, M/L 033-006-022

**C. WORKSHOPS:**

FY24 Capital Improvement Plan

**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:**

Enter into Executive Session for the purpose of discussing a legal matter regarding Hermon Volunteer Rescue Squad (HVRS) per 1 M.R.S.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**

**December 8, 2022**

**Town Council Meeting**

**7:00 PM**

**MINUTES**

To watch Council Meetings go to [hermonmaine.gov](http://hermonmaine.gov) click Council click Town Council Meetings click Zoom  
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**\*\*\*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:** Richard Cyr, Danielle Haggerty, Ronald Murphy, John Snyder III, Steven Thomas, and G. Stephen Watson

**Members Absent:** Derek Wood - excused

**Others Present:** Interim Town Manager Joshua Berry, Town Clerk Kristen Cushman, Town Attorney Tim Pease and 16 residents/guests



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

**APPOINTMENTS - APPROVE:** Authorize the Chair to execute a Town Manager employment contract with Joshua Berry in a final form to be approved by the Chair.

Appointments listed in section X.

**MINUTES - APPROVE:** 11/10/2022

**RESOLVES - SIGN:**

**SIGNATURES - APPROVE:**

**WARRANTS - SIGN:** 11/25/2022, 12/9/2022

Councilor Murphy moved to approve the Consent Calendar with the amendment to remove Town Manager appointment. Councilor Snyder seconded the motion. Motion passes 6-0.

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

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

Deb Langille Billings Rd: Council rules section 12 E as follows: Public members attending Town Council meetings also shall observe the same rules of propriety, decorum and good conduct applicable to members of the Town Council. Any person making personal, impertinent, derogatory, or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the Town Council meeting may be removed from the premises if a police officer is so directed by the Chair, and such person shall be barred from further audience before the Town Council for the duration of the meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the Chair, who may direct an officer of the law to remove such offenders from the premises. Aggravated cases shall be prosecuted on appropriate Council Working Rules complaint signed by the Chair. In case the Chair shall fail to act, any member of the Town Council may move to require the Chair to act to enforce the rules, and the affirmative vote of the majority of the Town Council shall require the Chair to act.

- Asked the Council to be consistent with the rule.
- Residents to be respectful when speaking.



**Haily Keezer, Orchard Dr:**

- **Are town budgets a public document? Steve Thomas: Yes.**
- **Is there an update on the voting facility? Josh Berry: We have looked at the public buildings the Town owns, and the Elementary School is the best we have.**

**Carol Lackedy, Route 2:**

- **Food bank is where a food pantry buys food at discounted price.**
- **Canadian Pacific Holiday Train (CP)– video link below**

**Everett Buzzell, Newburgh Rd:**

- **What is happening on the Bog Rd with tree cutting? Josh Berry: Believe multifamily units are to be built. DEP controls the wetland permits. Town is typically not involved unless it's a building.**

**Please see the complete video at [Town Council Meetings | Hermon \(hermonmaine.gov\)](https://www.hermonmaine.gov) for all public comments.**

**VII. PUBLIC HEARINGS:**

- **Hold Public Hearing – Contract Zone Change for M/L 031-123-000 – Devon’s Kitchen**

**Chair Thomas opened the public hearing at 7:25PM. No public comments were given. The hearing closed at 7:26PM.**

**VIII. COMMITTEE REPORTS:**

**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**R22-23-20 Consider approving acceptance of an ordinance titled “Amendment to Chapter 154 Contract Zone change to Tax Map 034-123-000 § 154-006(b), 154-007(b)” of the Hermon Town Code**

**Councilor Murphy moved to approve R22-23-20. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6-0.**

**C. WORKSHOPS:**



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

**Councilor Murphy to waive council rules and accept the table packet. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 5-0. Councilor Watson recused himself.**

**Councilor Snyder moved to enter Executive Session to a discuss a legal matter of a notice of contemplated litigation regarding Hermon Volunteer Rescue Service and the Town of Hermon per 1 M.S.R.A. § 405(6)(E). Councilor Cyr seconded the motion. The motion was accepted. Motion passes 5-0. Councilor Watson recused himself.**

**The motion carries. Executive Session started at 7:30 p.m.**

**Consider entering Executive Session to discuss a legal matter of a notice of contemplated litigation regarding Hermon Volunteer Rescue Service and the Town of Hermon per 1 M.S.R.A. § 405(6)(E)**

**Councilor Thomas stated Executive Session ended at 8:40pm and returned to the regular meeting. With no objection the Executive Session was adjourned at 8:40 pm.**

**X. APPOINTMENTS:**

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

**Curt Bartram – Planning Board Alt #1, exp. 6/30/2023**

**Joshua Berry – General Assistance Director, exp 6/30/2023**

**Joshua Berry – Holding Tank Permit Officer, exp 6/30/2023**

**Joshua Berry – ICMA Administrator, exp 6/30/2023**

**\_\_\_\_\_ – Road Commissioner, exp 6/30/2023**

**\_\_\_\_\_ – Town Manager, exp \_\_\_\_\_. Removed from the Consent Calendar**

**Michael Chamings – Treasurer, 6/30/2023**

**Kristen Cushman – Registrar of Voters, exp 12/31/2024**

**Greg Newell – Planning Board Alt #2, exp. 6/30/2023**

**Kyle Sullivan - Planning Board – exp 6/30/2027**

**Brian Veneziano – Assessment Board of Review, exp 6/30/2025**

**Brian Veneziano – Zoning Board of Review, exp 6/30/2025**

**XI. MANAGER STATUS REPORT:**

Hermon Town Council Minutes  
FY 2022-2023  
December 8, 2022



- Town Office will be closed on 12/14/2022 for annual staff training day.
- CP train was a great event for the town.
- Congratulations, Courtney Brown, on becoming a Certified Maine Assessor.

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

XIII. COUNCIL ITEMS:

**All Council members thanked and appreciated all the work by Hermon Fire and Sheriff's office on the Holiday Train and felt the event was a huge success.**

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

**Councilor Murphy moved to adjourn the meeting at 8:45 PM. Councilor Cyr seconded. With no objection the meeting was adjourned at 8:45 PM.**

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**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

December 29, 2022

Special Town Council Meeting

7:00 PM

AGENDA

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\*\*\*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:** Richard Cyr, Danielle Haggerty, Ronald Murphy, John Snyder III, Steven Thomas, Derek Wood and G. Stephen Watson

**Members Absent:** None

**Others Present:** Interim Town Manager Joshua Berry, Town Clerk Kristen Cushman, Town Attorney Tim Pease and 9 residents/guests

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

None

**V. EXECUTIVE SESSION:**

Enter into Executive Session for the purpose of discussing a legal matter per 1 M.R.S.A. 405 (6)(E).

**Councilor Murphy moved to enter Executive Session to discuss a legal matter per 1 M.S.R.A. 405 (6)(E). Councilor Cyr seconded the motion. The motion was accepted. Motion passes 7-0.**

**The motion carries. Executive Session started at 7:02 p.m.**

**Councilors returned and ended executive session at 7:25 p.m.**

Hermon Town Council Agenda

FY 2022-2023

December 29, 2022





VI. Take action, as necessary, to appoint interim or enter into contract with Town Manager.

**Councilor Murphy made the motion to appoint Joshua Berry at Town Manager. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 7-0.**

VII. EXECUTIVE SESSION:

Enter into Executive Session for the purpose of discussing a legal matter regarding Hermon Volunteer Rescue Squad (HVRs) per 1 M.R.S.A. 405 (6)(E).

**Councilor Murphy moved to enter Executive Session to discuss a legal matter regarding Hermon Volunteer Rescue Squad (HVRs) per 1 M.S.R.A. 405 (6)(E). Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6 yes, 0 no and Steve Watson recused himself.**

**The motion carries. Executive Session started at 7:27 p.m.**

**Councilors returned and ended executive session at 8:22 p.m.**

VIII. NEW BUSINESS:

To see what action, if any, the Council wishes to take on business required by items that are part of this agenda.

**Jeanne Jacques, Fuller Rd:**

- **Worked in the rescue squad for 18+ years**
- **Lawsuit against HVRs/provider**
- **Chief at HVRs has not been on a call or meeting in 2 years**

**Please see the complete video at [Town Council Meetings | Hermon \(hermonmaine.gov\)](https://www.hermonmaine.gov) for all public comments.**

**Councilor Murphy moved to approve R22-23-22. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6 yes, 0 no, and Steve Watson recused himself.**

VIII. ADJOURNMENT:

**Councilor Murphy moved to adjourn the meeting at 8:28 PM. Councilor Snyder seconded. With no objection the meeting was adjourned at 8:28 PM.**

**Explanatory Note #1:** 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.

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**R22-23-21**

Be it resolved by the Hermon Town Council in Town Council assembled the acceptance of an ordinance titled "Amendment to Chapter 154 Zone change to Tax Map 034 Lot 134 § 154-006(b) & 154-007(b) of the Hermon Town Code" be and enacted at the January 5, 2023 Town Council meeting. Town Council to authorize the Town Manager to sign the contract zone agreement on behalf of the Town of Hermon

\_\_\_\_\_  
**SIGNED** this January 5, 2023 by the Hermon Town Council:

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

\_\_\_\_\_  
**Richard Cyr**

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

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

\_\_\_\_\_  
**Danielle Haggerty**

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

\_\_\_\_\_  
**Derek Wood**

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

Motion _____	Yeas _____	Date _____
Second _____	Nays _____	



Docket # PB \_\_\_\_\_  
Fee Amount \$300.00 Date Paid \_\_\_\_/\_\_\_\_/\_\_\_\_  
Receipt # \_\_\_\_\_

**TOWN OF HERMON  
APPLICATION FOR CONTRACT ZONE CHANGE APPROVAL**

**Please print or type your application. All submissions shall be bound, as incomplete applications will be returned for the missing information. Please submit to the Code Enforcement Office before the deadline for the next meeting of the Hermon Planning Board. You may have legal representation at the hearing on your application. You, or a legal representative, must attend the hearing for your application to be heard.**

**APPLICATION INFORMATION**

If applicant is a Corporation, is it a Maine chartered corporation? ( ) yes  
(X) no - if yes, attach a copy of Secretary of State's Registration

Name of Applicant: AARON L HAWES SR

Mailing Address: 2512 Route 2 Hermon, ME 04401

Telephone # (207) 356-4255 Home (207) 848-3531 Work

Name of Applicant's Authorized Agent: AARON L HAWES SR.

Agent's Mailing Address: 2512 Route 2 Hermon ME 04401

Telephone: 207 848-3531

What interest, if any does the applicant have in any abutting or adjacent property?  
NONE

PROPERTY INFORMATION

Property Location: 151 Billings Rd Hermon ME 04401

Tax Map and Lot Number: 34-134-00 Deed Book and Page: B15997 P 72

Zoning District: Resident B Lot Area: 2.51 ACRES Frontage: 340 FEET

Current Use of Property:  Vacant  Other: BEAUTY SALON UP TO 10/31/2022

REQUESTED USE: Per the requirements and standards of Article I, Section 1.7 of the Hermon Land Use Ordinance, Hermon, Maine I (WE) request the subject parcel be issued approval of a Contract Zone for the following reasons: (state in detail what the proposed use of the parcel would be if the Contract Zone is approved and the factors which justify the request. (CLASS 2)

RETAIL PURPOSE. I would be UTILIZING  
the PROPERTY TO OPERATE A RESALE  
SHOP + PAWN SHOP. I would be looking  
TO Sell Anything that is not Restricted  
by Town of HERMON ORDINANCES. ITEMS  
OF Interest would be, but not limited to  
ANTIQUES, FIREARMS, Collectibles, VINTAGE ITEMS,  
ELECTRONICS, JEWELRY, RC VEHICLES, AND  
Anything ELSE OF VALUE.

Will the proposed use generate any of the following:

Noise  Dust  Heat  Glare  Smoke  Vibration  Odors

Traffic  Electrical Disturbance  Explain any yes answers: \_\_\_\_\_

I would expect traffic BUT NO MORE than  
PREVIOUS BUSINESSES have CREATED

SITE CHARACTERISTICS

Are there any wetlands on the proposed site?  YES  NO *\* ORIGINAL SITE PLAN - YES*  
*\* LOT IS FULLY MOWED/MAINTAINED*

Is the site located within the watershed of a Great Pond?  YES  NO

Are there any rivers, streams or brooks on, or adjacent to the site?  YES  NO

Is any portion of the property located within 250 feet, horizontal distance, of the Normal High Water Mark Line of a lake, pond, river, brook, stream or wetland?

YES  NO If yes, identify: \_\_\_\_\_

What easements, covenants, restrictions or reservation currently exist on the parcel:  
\_\_\_\_\_  
\_\_\_\_\_

Has this parcel been divided at any time in the prior 5 years?  YES  NO

Is this parcel a lot within an approved subdivision?  YES  NO

If yes, subdivision name and date of approval: \_\_\_\_\_

Is any portion of this parcel within a Special Flood Hazard Area as identified by the Federal Emergency Management Agency on any Flood Information Rate Map (FIRM)?

YES  NO

Does this project require an extension an or expansion of public infrastructure

YES  NO If yes enter estimated cost below

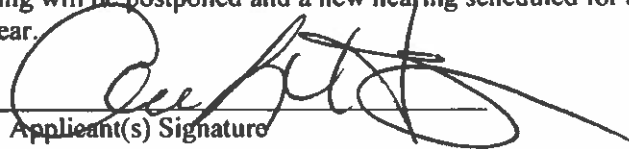
- Roads \$ \_\_\_\_\_
- Sidewalks \$ \_\_\_\_\_
- Sewer Lines \$ \_\_\_\_\_
- Water Lines \$ \_\_\_\_\_
- Stormwater System \$ \_\_\_\_\_
- Fire Protection Equip \$ \_\_\_\_\_
- Schools \$ \_\_\_\_\_
- Other \$ \_\_\_\_\_

Total Estimated Infrastructure Improvement Costs: \$ 0

I (WE) certify the information contained with this application and the attachments thereto is true and correct. Submission of this application constitutes authorization for the Hermon Planning Board and Hermon Town Council or its designee to inspect the premises at any reasonable hour with prior notification to the owner of the property to confirm the information contained within this application.

I (WE) acknowledge that I (WE) or a legal representative must attend the public hearing in this application and understand that the hearing will be postponed and a new hearing scheduled for a later date in the event I (WE) fail to appear.

Date: 11-21-2022

  
Applicant(s) Signature

Have the property owners(s) complete the permission below, if applicable

OWNER'S PERMISSION: I (WE), SEE ATTACHED PERMISSION  
being the owner(s) of the property identified in this application do hereby grant  
permission to \_\_\_\_\_ (applicants) to  
apply for a CONTRACT ZONE CHANGE to be conducted on our property.  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Owner(s) Signature

### ATTACHMENTS

Attach the following information and documents to this application, labeled as indicated:

- Attachment 1 – Additional Abutters within 500 feet of Subject Parcel
- Attachment 2 – Proof of Right, Title of Interest to apply (deed, contract, option, etc.)
- Attachment 3 – Copy of recorded deed conveying to the owners title to the property
- Attachment 4 – Photographs of the subject property, taken from adjacent public ways, showing all existing structures or improvements, existing vegetation and landscaping on the site
- Attachment 5 – Photocopy of the most recent property tax map showing subject parcel
- Attachment 6 – Photocopy of the section of the Zoning ordinance which details all permitted uses allowed in the zoning district you wish to have the Contract Zone approval for
- Attachment 7 – Photocopy of the current Official Zoning Map with the boundaries of the property indicated
- Attachment 8- Copy of any conditions and restrictions to be imposed upon the property by the applicant if the Contract Zone is approved (Hermon Planning Board and/or Town Council may impose additional conditions if approval is granted)
- Attachment 9 – Development Plan, prepared by a licensed design professional of the proposed development to be undertaken should Contract Zone request be approved
- Attachment 10 – Development Cost Estimate

Date Application Received: \_\_\_/\_\_\_/\_\_\_ Is it a complete application? \_\_\_\_\_

If not complete returned to applicant \_\_\_/\_\_\_/\_\_\_

Action Taken: \_\_\_/\_\_\_/\_\_\_ Referred to HTC \_\_\_/\_\_\_/\_\_\_

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

Code Enforcement Officer

Placed on HPB Agenda \_\_\_/\_\_\_/\_\_\_ Hearing Date: \_\_\_/\_\_\_/\_\_\_

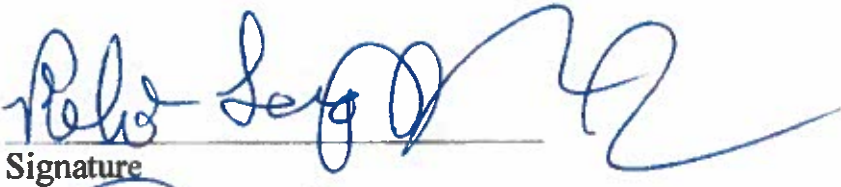
Disposition: \_\_\_/\_\_\_/\_\_\_ Approved as presented \_\_\_/\_\_\_/\_\_\_ Denied (reasons)

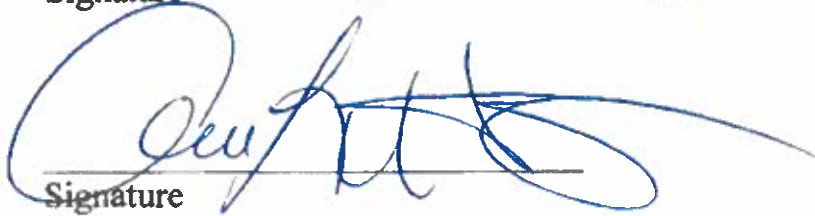
\_\_\_/\_\_\_/\_\_\_

\_\_\_/\_\_\_/\_\_\_ Approved with Conditions:

I, Robert Leighton Jr, owner of the property located at Map/Lot 034-134-000 on the Billings Road in the Town of Hermon Maine, give permission to Aaron Hawes to present applications of zone change to the planning board, pursue necessary permits & permissions to proceed with all aspects needed, as well as to make improvements, repairs and changes to the property described as the purchaser deems necessary.

Dated this 27 day of OCTOBER, 2022.

  
Signature

  
Signature

  
Witness

**PURCHASE AND SALE AGREEMENT**

("days" means business days unless otherwise noted, see paragraph 23)

Offer Date October 26, 2022

Effective Date  
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Aaron L Hawes Sr. ("Buyer") and Robert Leighton Jr ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy  all  part of (if "part of" see para. 26 for explanation) the property situated in municipality of Hermon, County of Penobscot, State of Maine, located at 151 Billings Rd and described in deed(s) recorded at said County's Registry of Deeds Book(s) 15997, Page(s) 72.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and n/a are included with the sale except for the following: no exceptions. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions.

4. PERSONAL PROPERTY: The following items of personal property as viewed on October 25, 2022 are included with the sale at no additional cost, in "as is" condition with no warranties: no additional

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$299,999.00. Buyer  has delivered; or  will deliver to the Agency within 7 days of the Effective Date, a deposit of earnest money in the amount \$ 30,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed-

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: Robert Leighton Jr ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 31, 2022 (date) 5:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 1, 2023 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Quit Claim with covenant deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

*AA*

*RL*



9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer  shall  shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

~~Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have n/a days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:~~

<del>General Building</del>	<del>Square Footage</del>	<del>Zoning</del>	<del>Survey/MLL</del>	<del>Habitat Review/Waterfowl</del>
<del>Sewage Disposal</del>	<del>Code Conformance</del>	<del>Pests</del>	<del>Lead Paint</del>	<del>Shoreland/Septic</del>
<del>Water Quality</del>	<del>Registered Farmland</del>	<del>Pool</del>	<del>Flood Plain</del>	<del>Energy Audit</del>
<del>Water Quantity</del>	<del>Environmental Scan</del>	<del>Insurance</del>	<del>Chimney</del>	<del>Lot Size/Acreage</del>
<del>Air Quality</del>	<del>Smoke/CO Detectors</del>	<del>Mold</del>	<del>Tax Status*</del>	<del>Arsenic Wood/Water (see par. 13)</del>

~~All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.~~

\* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within 0 days.  Yes  No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

Not Subject to Financing

[X] is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
[ ] is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within \_\_\_\_\_ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than \_\_\_\_\_ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

[ ] Buyer's ability to purchase [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.

Subject to Financing

[ ] Buyer's obligation to close is subject to financing as follows:

a: Buyer's obligation to close is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b: Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c: Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d: After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have \_\_\_\_\_ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e: Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f: Buyer's ability to obtain financing [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.

g: Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 14c shall remain in full force and effect.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

\_\_\_\_\_) of \_\_\_\_\_)
Licensee MLS ID Agency -MLS ID
is a [ ] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker
\_\_\_\_\_) of \_\_\_\_\_)
Licensee MLS ID Agency -MLS ID
is a [ ] Seller Agent [ ] Buyer Agent [ ] Disc Dual Agent [ ] Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

AA

R

18. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. **SHORELAND ZONE SEPTIC SYSTEM:** Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. **NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. **EFFECTIVE DATE/BUSINESS DAYS:** This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. **ADDENDA:** Lead Paint -  Yes  No ; Other -  Yes  No Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. **OTHER CONDITIONS:** Buyer and seller agree to the following additional terms: 1) Buyer to make a deposit in the amount of 30,000.00 and seller agrees to allow buyer to apply for and obtain necessary permits with the town of Hermon while seller not collecting any interest up til April 1st. Buyer will be responsible for maintaining the property including providing heat, electricity and grounds maintenance as needed. Seller shall be named "other insured / loss payee" on an insurance binder purchased by the buyer to cover full replacement cost of the structure and carry a minimum of 500,000.00 liability coverage on the property. Buyer shall have the ability to improve and make any changes that are completed per local and state code to prepare the building for desired use by the buyer. All improvements shall be made solely at buyers own expense.

27. **GENERAL PROVISIONS:**

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.


28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is PO Box 181, Carmel, ME 04419

	<u>10/27/22</u>	BUYER	DATE
BUYER Aaron L. Hawes Sr.	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is PO Box 676, Millford, ME 04461

SELLER Robert Leighton Jr	<u>10/27/22</u>	SELLER	DATE
	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

**COUNTER-OFFER**

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_  AM  PM.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

**EXTENSION**

The closing date of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



**QUITCLAIM DEED with COVENANT**  
**DLN: \_\_\_\_\_**

**JDOTHER, LLC, a Maine Limited Liability Company, whose address is 144 Mt. Pleasant Road, Levant, Maine 04456, for consideration paid, grant(s) to ROBERT LEIGHTON JR., whose address is P.O. Box 676, Milford, Maine 04461, with QUITCLAIM COVENANT, certain lot or parcel of land, together with any buildings and improvements thereon situated in Hermon, Penobscot County, Maine, bounded and described as follows:**

**"A certain lot or parcel of land, together with any buildings and improvements there on, situated on the southerly side of the Billings Road in Hermon, Penobscot County, Maine, and more particularly bounded and described as follows:**

**Beginning at a #8 rebar set in the southerly line of the Billings Road 7.50 feet westerly, as measured along said road line, from the northwesterly corner of land of Phillip E. Hodsdon and Marilyn R. Hodsdon, as recorded in the Penobscot County Registry of Deeds in Volume 2326 Page 191; thence South 25° 56' 43" East 318.08 feet to a #8 rebar set thence South 25° 05' 42" West 348.05 feet to a #6 rebar set, thence North 24° 28' 41 14" West 318.02 feet to the southerly line of the Billings Road and a #6 rebar set; thence by and along said road line, North 65° 05' 42" East 340.00 feet to the rebar #6 set at the point of beginning.**

**Together with the rights and easements and subject to the conditions described in the easement deed of Walter J. Munn and Virginia M. Munn dated March 27, 2001, recorded in Book 7637 Page 324, Penobscot County Registry of Deeds."**

Meaning and intending to convey all and the same premises as conveyed from Maine Savings Federal Credit Union to JDOTHER, LLC by deed dated June 14, 2018 and recorded in the Penobscot County Registry of Deeds in Book 14863, Page 350.

WITNESS my/our hand(s) and seal(s) this 23rd day of April, 2021.

JDOTHER, LLC

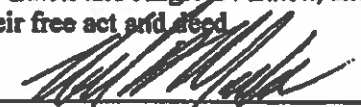
  
\_\_\_\_\_  
Todd H. Eaton, Member

  
\_\_\_\_\_  
Angie D. Eaton, Member

STATE OF MAINE  
COUNTY OF PENOBSCOT ss.

APRIL 23, 2021

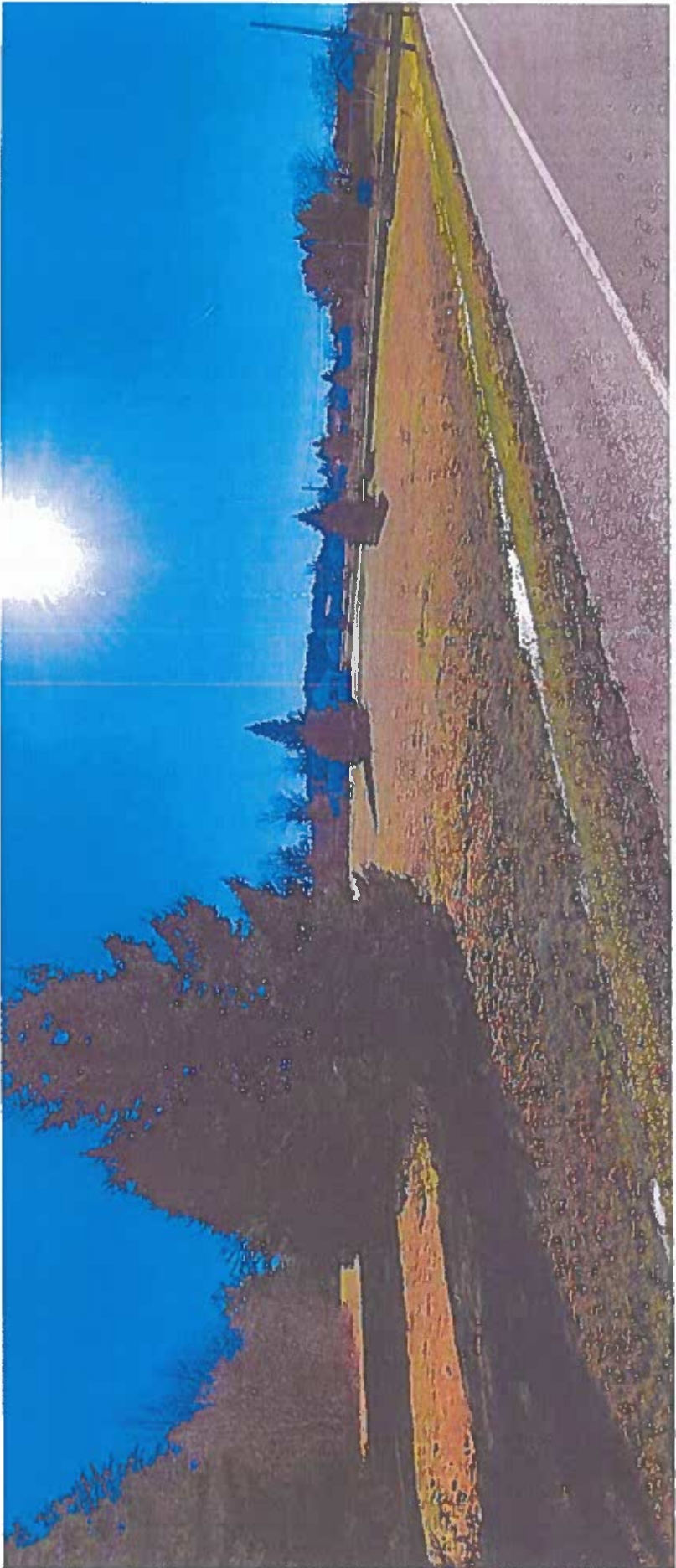
Then personally appeared the above-named, Todd H. Eaton and Angie D. Eaton, and acknowledged the foregoing instrument to his/her/their free act and deed

  
\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print Name

**Nick D. Mamula**  
Notary Public, State of Maine  
My Commission Expires August 15, 2025





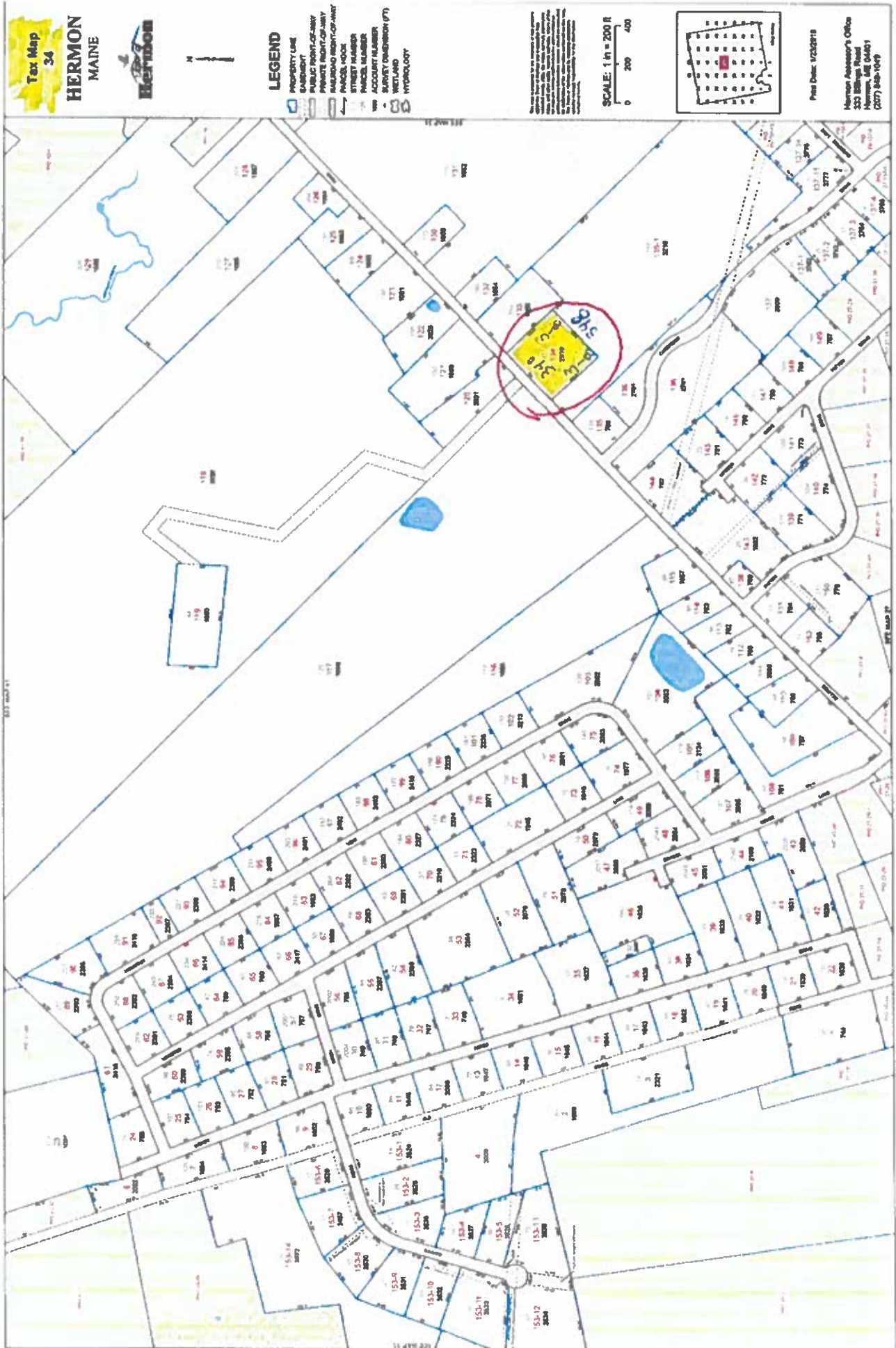








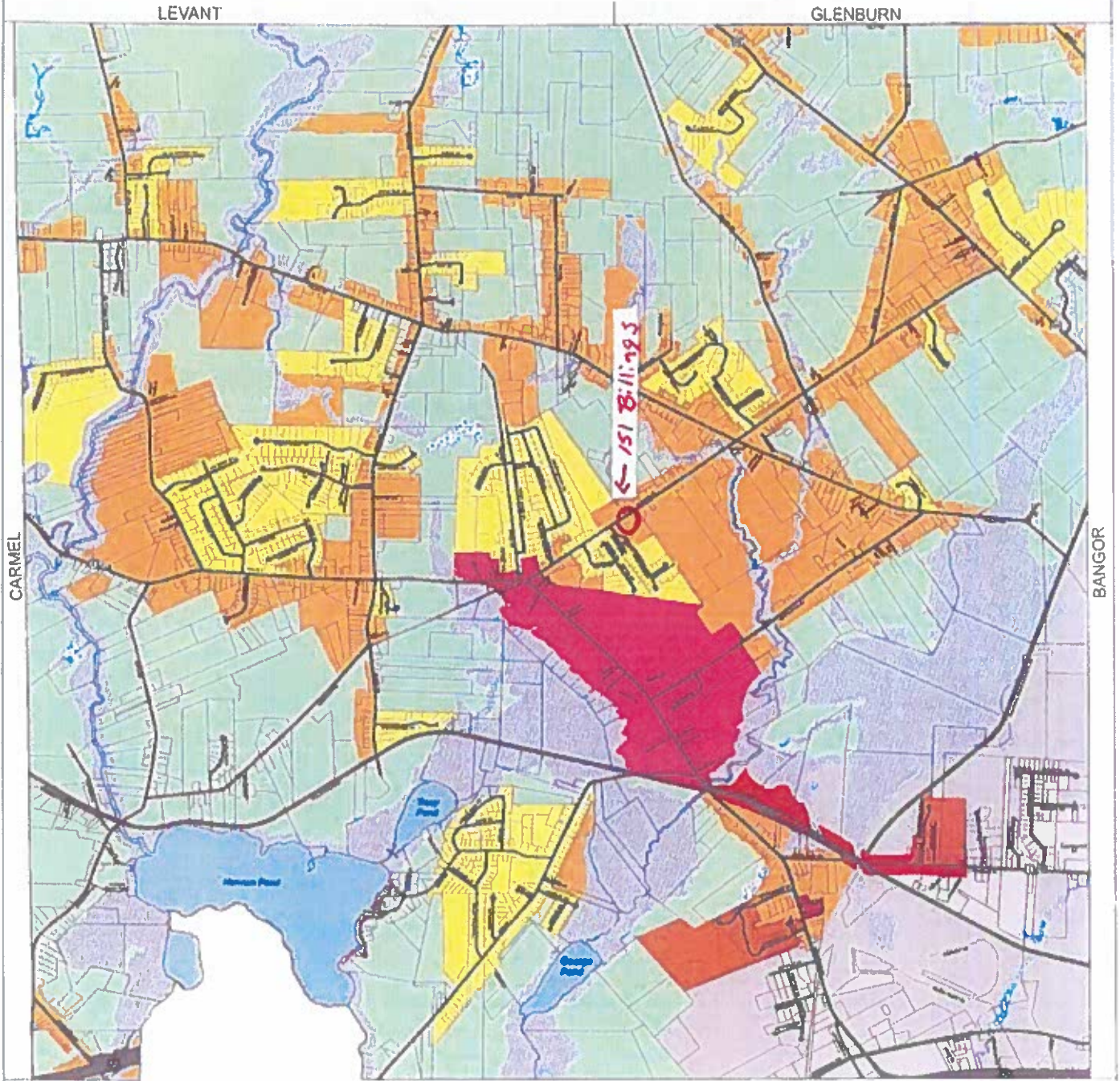
151 Billings Rd Hermon, ME. 09401



151 Billings Rd Hermon Me. 04401

# TOWN OF HERMON

## LAND USE DISTRICT MAP



CARMEL

GLENBURN

LEVANT

HAMPDEN

BANGOR

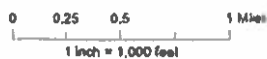


### LEGEND

#### LANDUSE CLASSIFICATION

- Agriculture-Pasture
- Commercial 300'
- Industrial
- Residential A
- Residential B
- Residential C
- Transportation
- Village Commercial
- Water
- Wetland
- (See Standard Zone Map)
- Forest boundaries

Source: Town of Hermon and J. W. Sewall Co.  
Map created December, 2015, Revised June, 2021





**FR22-23-08**

Be it resolved by the Hermon Town Council in town council assembled the Hermon Town Council hereby authorizes the Town Manager to approve a property tax abatement for 442 Chestnut Lane, account # 4069 for FY 2021 in the amount of \$308.14.

---

**SIGNED this January 5, 2023 by the Hermon Town Council:**

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

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

\_\_\_\_\_  
Richard Cyr

\_\_\_\_\_  
Danielle Haggerty

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

\_\_\_\_\_  
Derek Wood

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_

## **Council to Abate**

**Real Estate Property:** Account # 4069 Map 033-006-022

**Property Physical Location:** 442 Chestnut Lane

**Mailing Address:** Calvin and Deborah Murphy

442 Chestnut Lane

Hermon ME, 04401

**4/1/2021 AMOUNT TO ABATE:** \$308.14

The property Located at 442 Chestnut Lane identified as account #4069 on Town Map 033-006-022

Maine Tax Law allows the Town Council up to 3 years to issues an abatement to correct an illegal assessment.