



**Town of Hermon**  
**Public Safety Meeting Room**  
**August 17, 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:**  
  
SIGNATURES. -APPROVE  
MINUTES. -APPROVE 7/20/2023  
WARRANTS. -SIGN 8/4/2023, 8/18/2023  
RESOLVES. -SIGN
- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**  
  
Audit Presentation by Peter J Hall CPA LLC  
  
Assessor presentation
- 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:**

**R23-24-01** Consider authorizing the Town Manager and Fire Chief to sign the Mutual Aid Agreement

**FR23-24-01** Consider awarding bid for Hermon High School Athletic Field Hydroseeding Project

**FR2324-02** Consider accepting a grant from The Commissioner's Fund for the Fire Department to purchase a Zoll Heart Monitor.

**O23-24-02** Consider amending the Council Rules

**C. WORKSHOPS:**

**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 entering 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**

**July 20, 2023**

**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  
Council Meetings will be archived online after the meeting has taken place.

**\*\*\*ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION\*\*\***

**Clerk to Elect Council Chairperson**

**Councilor Thomas nominated Ronald Murphy to serve as Chairperson. There were no other nominations for Chairperson. A show of hands vote resulted in 6 votes for Ronald Murphy. Ronald Murphy accepted the Chair seat for FY 23-24.**

**Clerk to Elect Council Vice-Chairperson**

**Councilor Snyder nominated Steven Thomas to serve as Vice Chairperson. There were no other nominations for Vice Chairperson. A show of hands vote resulted in 6 votes for Steven Thomas. Steven Thomas accepted the Vice Chair seat for FY 23-24.**

**I. CALL TO ORDER BY CHAIRPERSON**

**II. PLEDGE OF ALLEGIANCE**

Chair Murphy led those in attendance in the Pledge of Allegiance

**III. ROLL CALL**

**Members Present:** Richard Cyr, Christopher Gray, Danielle Haggerty, Ronald Murphy, John Snyder III, and Steven Thomas

**Members Absent:** Derek Wood - Excused

**Others Present:** Town Manager Joshua Berry, Town Clerk Kristen Cushman, Town Attorney Tim Pease and 11 residents/guests



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

**SIGNATURES. –APPROVE**

**MINUTES. -APPROVE** 6/22/23

**WARRANTS. –SIGN** 6/30/2023, 7/7/2023, 7/21/2023

**RESOLVES. –SIGN**

**Councilor Snyder moved to approve the Consent Calendar as presented. Councilor Thomas seconded the motion. Motion passes 6-0.**

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

- **Audit Presentation by Peter J Hall CPA LLC – Rescheduled to a future council meeting**

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

- None

**VII. PUBLIC HEARINGS:**

**VIII. COMMITTEE REPORTS:**

**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**O23-24-01 Consider setting the council calendar for FY 23-24**

**Councilor Thomas moved to approve O23-24-1. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6-0.**

**C. WORKSHOPS:**

- **Audit – RFP discussion**
- **Firework ordinance**

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



X. APPOINTMENTS:

XI. MANAGER STATUS REPORT:

- At the next meeting the Council Rules will be a workshop item.
- Council packets will have a submission due date to prepare for upcoming meetings. This date can be found under council meetings on hermonmaine.gov
- The town will increase the use of Facebook as an information resource going forward.
- Hermon is hosting the Little League District #3 Championship starting on 7/22/23 going through next week.

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

- Terry Hamm-Morris

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

XIII. COUNCIL ITEMS:

Danielle Haggerty: Welcome Chris to the council.

Richard Cyr: Thank you to Steve Thomas for setting up a Go Fund Me for two sisters in Carmel who lost both parents in a short time.

Steve Thomas: Welcome Chris to the council. The High School field is close to completion and the first home game will be the end of August.

Chris Gray: Thank you for the well wishes.

Ron Murphy: Welcome to Chris Gray and Brian Veneziano (school committee).



**XIV. EXECUTIVE SESSION:**

- Consider entering Executive Session to discuss a legal matter involving council procedures per 1 M.S.R.A. § 405(6)(E)

**Councilor Thomas moved to enter Executive Session to discuss a legal matter involving council procedures pursuant to 1 M.S.R.A. 405 (6)(E). Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6-0.**

**The motion carries. Executive Session started at 7:58 p.m.**

**Executive Session ended at 8:25 p.m.**

- Consider entering Executive Session to discuss a legal matter involving council procedures per 1 M.S.R.A. § 405(6)(E)

**Councilor Thomas moved to enter Executive Session to discuss a legal matter involving council procedures pursuant to 1 M.S.R.A. 405 (6)(E). Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6-0.**

**The motion carries. Executive Session started at 8:27 p.m.**

**Executive Session ended at 9:16 p.m.**

**XV. ADJOURNMENT:**

**Councilor Snyder moved to adjourn the meeting at 9:17 PM. Councilor Gray seconded. With no objection the meeting was adjourned at 9:17 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.

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## ASSESSING UPDATE

8/17/2023



1

### Tax Program Updates

Repealed Program	Expanded Programs
<ul style="list-style-type: none"><li>• <b>Property Tax Stabilization</b><ul style="list-style-type: none"><li>• Upcoming Tax Bill</li><li>• Looking Forward</li></ul></li></ul>	<ul style="list-style-type: none"><li>• <b>Property Tax Fairness Credit</b><ul style="list-style-type: none"><li>• (Income Tax Credit)</li></ul></li><li>• <b>Property Tax Deferral Program</b><ul style="list-style-type: none"><li>• (Property Tax)</li><li>• Apply with Local Assessor</li><li>• Administered by the State</li></ul></li></ul>

2

### Properties Sold Twice within 1 ½ Years

Property #	Sale Date 1	Sale Date 2	Days Between Sales	Percent Change in Sale Price
Property #1	7/23/2021	4/14/2022	265	+12.78%
Property #2	9/1/2021	9/1/2022	365	+41.03%
Property #3	6/11/2021	9/28/2022	474	+16.73%
Property #4	6/28/2021	11/1/2022	491	+27.93%
Property #5	4/15/2021	10/5/2022	538	+20.78%

\*All sales for listed properties are considered arms length transactions of single-family residential properties

3

### Market Variation Example

SALE #1	SALE #2
<ul style="list-style-type: none"> <li>• 1904 Square feet of living area</li> <li>• 440 Square Foot garage</li> <li>• 192 Square Foot Wood Deck</li> <li>• 108 Square Foot Open Frame Porch</li> <li>• 1.13 Acres of Land within Subdivision</li> <li>• Constructed 2021</li> <li>• Sale Date: May of 2022</li> <li>• 1st Owner</li> <li>• <b>Sale Price: \$353,000</b></li> </ul>	<ul style="list-style-type: none"> <li>• 1940 Square feet of living area</li> <li>• 440 Square Foot garage</li> <li>• 176 Square Foot Wood Deck</li> <li>• 90 Square Foot Open Frame Porch</li> <li>• 3.45 Acres of Land within Subdivision</li> <li>• Constructed 2020</li> <li>• Sale Date: June of 2022</li> <li>• 1 Prior Owner</li> <li>• <b>Sale Price: \$535,000</b></li> </ul>

\*Both properties located on the same street, built by the same developer and have comparable build quality

4



## How Does This Affect Us?

Sales Ratios			Why its Important
Year	Average Ratio	Quality Rating	<ul style="list-style-type: none"><li>• Legal Requirements<ul style="list-style-type: none"><li>• Assessment Accuracy</li><li>• Equitability</li></ul></li><li>• Maximize State Funding<ul style="list-style-type: none"><li>• Homestead Reimbursement</li><li>• BETE Reimbursement</li></ul></li></ul>
2021	96%	9	
2022	94%	10	
2023	87%	11	
2024*	77%	12	
2024**	91%	11	

\* Before 2023 Market Based Adjustments  
\*\*Projected After 2023 Commitment With Market Based Adjustments

5

Questions?

6



**R23-24-01**

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager and the Fire Chief to enter and sign an updated mutual aid agreement with the Maine Air National Guard Fire Department.

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**SIGNED this August 17, 2023 by the Hermon Town Council:**

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

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

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

\_\_\_\_\_  
Christopher Gray

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

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

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_

This Mutual Aid Agreement (the "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between the Chief of the Air National Guard (the "Air National Guard") acting by and through the Commander, 101<sup>st</sup> Air Refueling Wing, Maine Air National Guard, pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of The Town of Hermon (the "Hermon Fire Department"). Together the Air National Guard and Hermon Fire Department are hereinafter referred to as the "Parties".

**\*WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and DAFI 32-2001, F&ES Program.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Maine Air National Guard Fire Department by a representative of the Hermon Fire Department, fire protection equipment and personnel of the Maine Air National Guard fire department will be dispatched to any point within the area for which the Hermon Fire Department normally provides fire protection services as designated by the representatives of the Hermon Fire Department.
- d. On request to a representative of the Hermon Fire Department by a representative of the Maine Air National Guard Fire Department, fire protection equipment and personnel of the Hermon Fire Department will be dispatched to any point within the jurisdiction of the Maine Air National Guard Fire Department as designated by the representative of the Maine Air National Guard Fire Department.
- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:
  - (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be

furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.

(5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Hermon Fire Department normally provides fire protection services, the chief of the Maine Air National Guard Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(7) Regardless of local agencies assigning an incident safety officer, an Air National Guard representative will be assigned to act as the incident safety officer for the Maine Air National Guard Fire Department to observe Air National Guard support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

(1) Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), Hermon Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

(2) Furthermore, Hermon Fire Department agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air National Guard in providing fire protection services to the Hermon Fire

Department, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Hermon Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air National Guard in providing fire protection services to the Hermon Fire Department, which obligation shall survive such termination.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW National Fire Protection Association Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Hermon Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Hermon Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Hermon Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

#### l. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

#### m. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall

include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at [www.adr.af.mil](http://www.adr.af.mil)).

3. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The Hermon Fire Department's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

n. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air National Guard:

101<sup>st</sup> Air Refueling Wing, Maine Air National Guard,  
c/o Commander  
101 Mainiac Ave. Suite 505  
Bangor, ME 04401

And: Air National Guard  
Air National Guard Readiness Center  
3501 Fetchet Ave.  
Andrews AFB, MD 20762

And: Maine Air National Guard Fire Department  
c/o Installation Fire Chief  
50 Tower Rd., Suite 512  
Bangor, ME 04401

For The Town of Hermon Fire Department:  
Hermon Fire Department  
Attention to: Fire Chief  
327 Billings Rd.  
Hermon, ME 04401

TERMS OF THE AGREEMENT

o. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years (insert date) from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

p. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

q. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

r. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

\_\_\_\_\_  
Date:  
Cody Sullivan  
Town of Hermon Fire Chief

\_\_\_\_\_  
Date:  
Nathan A. Anaya, GS-12  
101<sup>st</sup> ARW Fire Chief

\_\_\_\_\_  
Date:  
Name  
Town of Hermon Manager

\_\_\_\_\_  
Date:  
Lieutenant Colonel John L. Cronin  
101<sup>st</sup> ARW Fire Marshall

\_\_\_\_\_  
Date:  
Colonel Ian J. M. Gillis  
101<sup>st</sup> ARW Commander

\_\_\_\_\_  
Date:  
Major General Douglas A. Farnham  
The Adjutant General, State of Maine

\_\_\_\_\_  
Date:  
Name  
USPFO



**FR23-24-01**

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager, or his designee, to execute a contract for Hermon High School Athletic Field Hydroseeding Project with \_\_\_\_\_ on behalf of the Town of Hermon in an amount not to exceed \$ \_\_\_\_\_ to be paid from Hermon Athletic Complex account E16-03-04-16.

SIGNED this **August 14, 2023**, by the Hermon Town Council:

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

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

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

\_\_\_\_\_  
Christopher Gray

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

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

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_



# Town of Hermon

Bid Opening for Hydroseeding Hermon Athletic Complex Project: August 8, 2023 @ 11:00am  
Scott Perkins, Josh Berry, Kristen Cushman & Shelby Reynolds

Item	Advanced Development (8 Liberty Drive, Hermon)	P.A. Lyford (53 Dave's Way, Hermon)
<b>Turf Field Area- 25,500 sq. feet</b>		
Seed Application Rate per 1000':	5.3 pounds	6 pounds
Price per square foot:	\$0.16	\$0.09
<b>Track Field Area- 164,256 sq. feet</b>		
Seed Application Rate per 1000':	5.3 pounds	6 pounds
Price per square foot:	\$0.16	\$0.075
<b>Total :</b>	<b>\$30,361.00</b>	<b>\$14,700.00</b>
<b>Equipment:</b>	2019 TURFMAKER	FIN T170 Hydroseeder



**FR23-24-02**

Be it resolved by the Hermon Town Council in town council assembled the Town Manager or his Designee be authorized to accept a The Commissioner's Fund grant in the totaling \$49,500.00 for the purchase of a Zoll Heart Monitor.

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SIGNED this August 17, 2023 by the Hermon Town Council:

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

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

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

\_\_\_\_\_  
Christopher Gray

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

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

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_

**The Commissioner's Fund  
Applicant Information**

**Name:** Josh Berry  
**Email:** berryj@hermonmaine.gov  
**App ID:** 04123528  
**Status:** Submitted  
**Cycle:** None  
**Last Modified:** Jul 18 2023 12:32 EDT by wdana@penobscot-county.net  
**App Submitted:** Jun 05 2023 11:21 EDT  
**App Created:** Mar 15 2023 11:02 EDT by berryj@hermonmaine.gov  
**Last IP Address:** 34.120.172.148

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**Application Information**

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**Location Details**

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**Name of Organization?** Town of Hermon

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**Address of Organization?**

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333 Billings Rd  
Hermon, ME 04401

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<b>District in Penobscot County?</b>	District 2
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**Contact Information**

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<b>Contact Person?</b>	Josh Berry
<b>Contact Email?</b>	berryj@hermonmaine.gov
<b>Contact Phone?</b>	207-848-1015
<b>Please attach a completed W-9 for your Organization.</b>	2024 W-9.pdf

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**Project Information**

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**Project Narrative**

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**Please explain what you would like this money for?**

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The Town of Hermon is looking to improve first reponse EMS and Fire service provided to it's residents and businesses. We are currently implementing a 24/7 first response program out of our Fire Department. Part of this upgrade comes with equipment costs and a vital piece of that is a heart monitor for advanced EMS services. Having this equipement will allow us to license with the State of Maine at an Advanced EMT level and offering the best possible first response. Hermon's goal is to provide "life saving" services and this piece of equipement will play a vital role in that.

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<b>Amount you are requesting?</b>	49500.00
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023-24-02

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

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

### **SECTION 1 REGULAR COUNCIL MEETINGS**

The Town Council shall adopt a regular meeting schedule at the first meeting in July of every fiscal year. The schedule will be through to, and including, the first meeting in July of the next fiscal year. The date of a regular council meeting may be changed by an order or resolve passed at a regular council meeting with approval of at least four councilors. The Schedule, in as much as possible, will coincide with biweekly signing of the financial warrants ~~is the first and third Thursdays of each month; the first meeting is intended for action without workshops and the second meeting is primarily intended for workshops.~~ It is understood that the business of the Town will be conducted at both meetings.

#### **Workshop Meetings:**

~~The purpose of a workshop meeting is primarily for council dialogue involving reports and proposals from council members, committees and staff that may be considered at later Town Council meetings. The Town Council may give guidance to the Town Manager and to staff at workshop meetings but no decisions may be made that require formal votes without waiving the rules.~~

### **SECTION 7 AGENDA**

The agenda shall be prepared by the Town Manager and/or Town Clerk, and shall contain orders, ordinances, and resolutions submitted by the Town Manager, members of the Council, Town employee, and/or any citizen of the Town of Hermon. No item which has been voted upon by the Council shall be placed on the agenda, in the same form or containing substantially the same content and/or request, as determined by the Chairperson, for reconsideration, if that item has been once reconsidered, for a period of ninety (90) days after any such vote to reconsider, except by a two-thirds (2/3) vote. Said ordinance shall follow the form designated by the Charter and rules of the Council. All items to be placed on the agenda shall be submitted to the Town Clerk, in writing, a minimum of ten (10) days ~~eight (8) days~~ before the Council meeting. The agenda shall be emailed ~~or faxed~~ to the Council six (6) days prior to the meeting and the packets will be available, placed in the mail, or placed in Council mailboxes in the Council

Meeting Room at the same time. Any additions to the packets that require immediate attention will be placed in a Table Package that is presented at the time of the meeting. Items will only be discussed in the sequence as they appear on the agenda, unless the Council, by consensus, agrees to change the order. Items may be added to the agenda at any meeting with the unanimous vote of Council members present. The Council also acknowledges that the only requirement, in State Law, is that the agenda indicates the date, time, and place of the meeting.

#### **Agenda Order:**

The standard order of the agenda for meetings shall be as follows:

1. Call to Order by the Chairperson
2. Pledge of Allegiance to the Flag of the United States
3. Roll Call
4. Consent Calendar: Signatures, Minutes, Warrants, and Resolves
- ~~5. Sign Warrants~~
- 5.6. News, Presentations, and Recognitions
- 6.7. Public Items or Comment (Items Not Already on the Agenda)
7. 8. Public Hearings
8. 9. Committee Reports
- 9.10. Scheduled Agenda Items
  - a. ~~Old or Incomplete~~ business
  - b. New Business
  - c. Workshops
  - d. Other items from Table Packet (time sensitive material only)
- 10.11. Appointments
- 11.12. Manager Status reports
- ~~13. Final Public items or comment (Items Not already on the Agenda)~~
- 12.14. Council Items
- 13.15. Executive Session
- 14.16. Adjournment

#### **B. The Chairperson shall be responsible to preserve Decorum and order:**

Decorum Persons present at council meetings ~~and workshop meetings~~ shall not applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting. Persons at meetings may only address the Town Council after being recognized by the Chairperson and only at the lectern.

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**Signed the 17<sup>th</sup> of August 2023 by the municipal officers:**

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Ronald Murphy

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Steven Thomas

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**Richard Cyr**

**Christopher Gray**

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**Danielle Haggerty**

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

**August 17, 2023**

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_

*DUPLICATE*