



Town of Hermon
Public Safety Meeting Room
October 12, 2023
Town Council Meeting
7:00 PM
AGENDA

To watch Council Meetings go to 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** 8/17/2023, 9/14/2023
 - WARRANTS. -SIGN** 9/29/2023, 10/13/2023
 - RESOLVES. -SIGN**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS:**
 - ♦ **Promotion of Captain Mike Simmons to Deputy Fire Chief**
 - ♦ **Promotion of Lieutenant Byron Ouellette to Captain**
- VI. PUBLIC ITEMS OR COMMENTS: *(Items Not Already on Agenda)***
- VII. PUBLIC HEARINGS:**
- VIII. COMMITTEE REPORTS:**



IX. SCHEDULED AGENDA ITEMS:

A. OLD BUSINESS:

Consider voting to reconsider appointing an Auditor for Fiscal Year 2023, 2024 and 2025

- If the Council votes to reconsider appointing Peter J. Hall CPA LLC, then consider:

FR23-24-06 Consider appointing Auditor for Fiscal Year end 2023, 2024 and 2025

B. NEW BUSINESS:

R23-24-04 Consider accepting a town road named “Hawk’s Crossing”

R23-24-05 Approve the mill rate, due date, and interest rate for 2023 taxes

R23-24-06 Consider accepting 2024 prepayment of taxes

R23-24-07 Consider appointing an authorized person for a Business Partnership Initiative with MaineDOT on behalf of Town of Hermon and C & K Variety (Hawk’s Deli & Marketplace)

R23-24-08 Consider accepting final revisions of the Council Rules

C. WORKSHOPS:

Discussion on proposed Solar Ordinance

Discussion on Fire Department cost recover billing – Chief Sullivan

D. OTHER ITEMS: (from Table Package)

X. APPOINTMENTS:

XI. MANAGER STATUS REPORT:

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



XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

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

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

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



Town of Hermon
Public Safety Meeting Room
August 17, 2023
Town Council Meeting
7:00 PM
MINUTES

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ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION

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,
Steven Thomas and Derek Wood

Members Absent: None

Others Present: Town Manager Joshua Berry, Town Clerk Kristen Cushman, 5 residents/guests

**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

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



V. NEWS, PRESENTATIONS AND RECOGNITIONS:

Audit Presentation by Peter J Hall CPA LLC

**Town of Hermon
Hermon, Maine**

**Financial and Compliance Audit
Overview**

June 30, 2022

Presented by Peter J Hall CPA LLC
South Portland, Maine



Town of Hermon Overview of Audit Process and Results

- Process

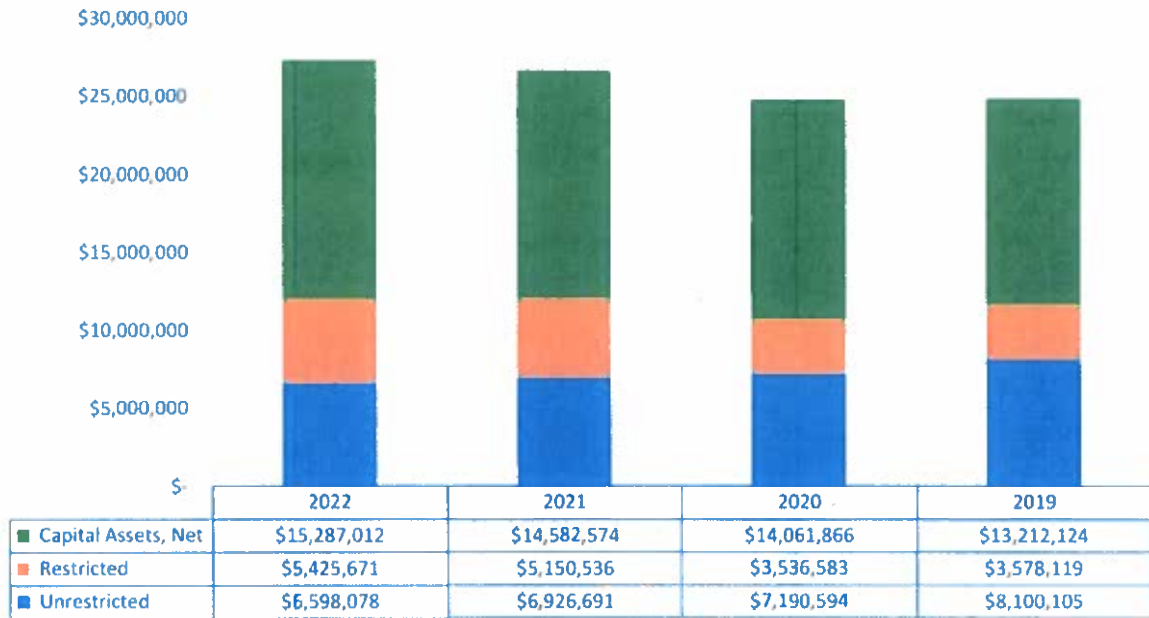
- Audit Procedures Commenced in February
- Management Well Prepared and Very Helpful Throughout Audit Process
- Reports Issued Mid-April

- Results

- Clean Audit Opinions – Both Financial and Compliance
- No Material Weaknesses or Significant Deficiencies Reported
- No Compliance Findings Reported



Town of Hermon Net Position

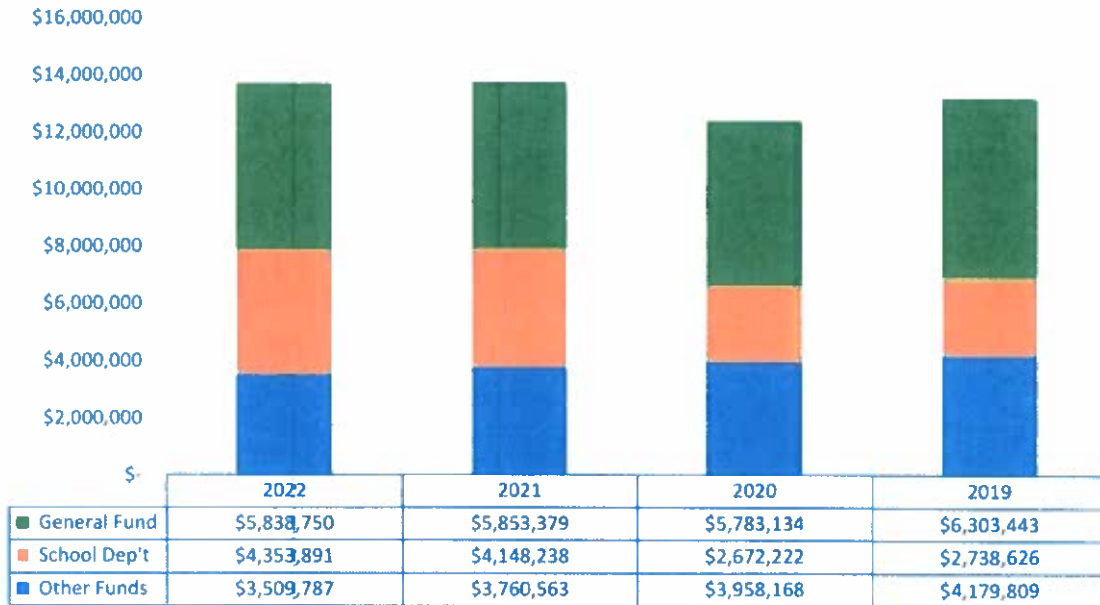


Comments

- Capital Assets, Net Represents Total Capital Assets Less Related Debt Outstanding
- Restricted Net Position Represents Net Position Subject to External Limitations
- Unrestricted Net Position is Simply the Residual After Backing Out the Above



Town of Hermon Governmental Fund Balances

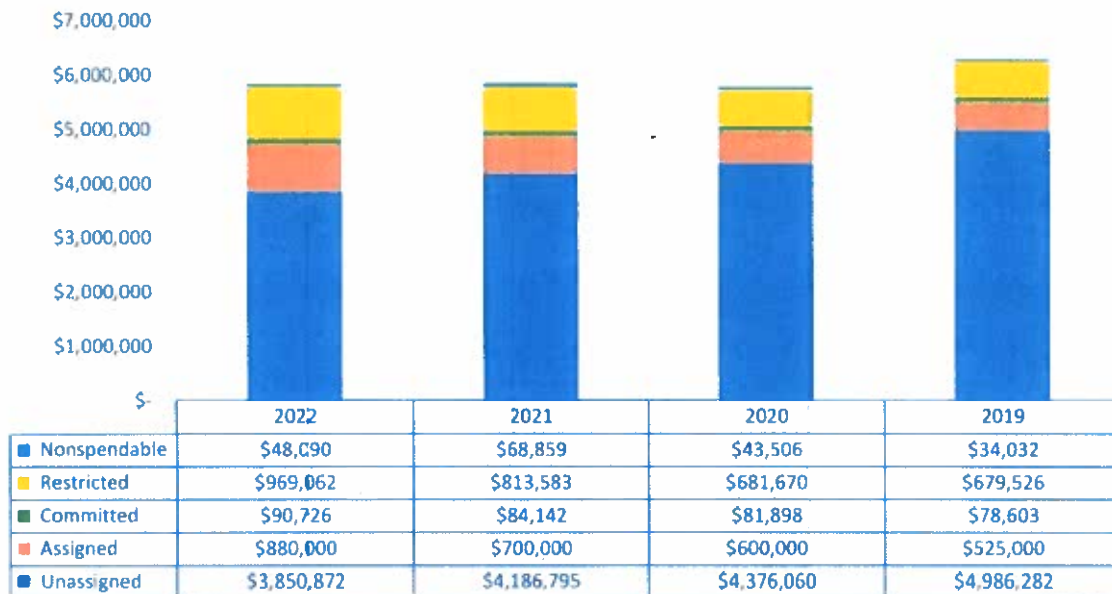


Comments

- Slight Reduction in General Fund in 2022, While School Fund Balance Grew by \$200K
- Other Funds Comprise Various Reserves, Special Revenue and Other Similar Funds
- Overall, Total Governmental Funds Fell by Roughly \$60K



Town of Hermon General Fund – Components of Fund Balance



Comments

- Fund Balances Subject to Various Constraints on Use are Carved Out Separately
- Unassigned Fund Balance is Residual After Excluding Such Constrained Balances
- Unassigned Fund Balance Has Been Reduced Each Year Since 2019



Town of Hermon
General Fund - Revenues

	Budget	Actual	Variance
Taxes	\$ 9,816,946	\$ 10,292,866	475,920
Intergovernmental	963,388	1,386,999	423,611
Licenses and Permits	66,800	85,768	18,968
Charges for Services	39,100	81,498	42,398
Interest	70,000	66,146	(3,854)
Miscellaneous	15,000	24,809	9,809
Total Revenues	\$ 10,971,234	\$ 11,938,086	966,852

Comments

- Favorable Variance in Tax Revenue Due to Better Than Budgeted Excise Taxes
- Favorable Intergovernmental Revenue Due to Higher Than Budgeted State Revenue Sharing Plus Unbudgeted MDOT Grant Revenue



Town of Hermon
General Fund – Expenditures

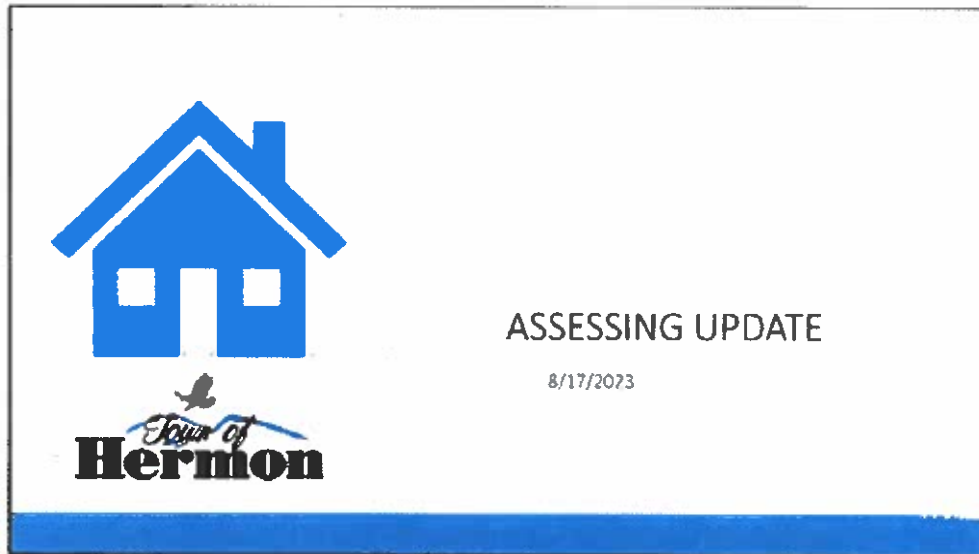
	Budget	Actual	Variance
General Government	\$ 1,151,814	\$ 1,145,600	6,214
Economic Development	504,738	266,993	237,745
Public Safety	1,038,089	1,073,769	(35,680)
Public Works	1,172,970	1,319,893	(146,923)
Solid Waste	443,005	510,453	(67,448)
Recreation and Social Services	350,470	333,412	17,058
Education (Transfer to School Department)	5,653,657	5,657,034	(3,377)
County Tax	900,000	899,609	391
Tax Increment Financing	110,000	103,990	6,010
General Assistance	5,000	4,187	813
Capital Outlay	644,359	644,359	0
Total Expenditures and Other Financing Uses	\$ 11,974,102	\$ 11,959,299	14,803

- Four Overspent Line Items Above Were More Than Offset by Underspent Lines Elsewhere, Leaving a Net Underspent General Fund Budget of Roughly \$14K



Assessor's Update

8/11/2023



1

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

2

1



8/11/2023

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	+43.00%
Property #3	6/11/2021	9/28/2022	478	+16.73%
Property #4	6/28/2021	11/1/2022	491	+27.96%
Property #5	4/15/2021	10/5/2022	520	+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">• 1904 Square feet of living area• 440 Square Foot garage• 192 Square Foot Wood Deck• 108 Square Foot Open Frame Porch• 1.13 Acres of Land within Subdivision• Constructed 2021• Sale Date: May of 2022• 1st Owner• Sale Price: \$353,000	<ul style="list-style-type: none">• 1940 Square feet of living area• 440 Square Foot garage• 176 Square Foot Wood Deck• 90 Square Foot Open Frame Porch• 3.45 Acres of Land within Subdivision• Constructed 2020• Sale Date: June of 2022• 1 Prior Owner• Sale Price: \$335,000

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

4

2



How Does This Affect Us?

Sales Ratios			Why its Important
Year	Average Ratio	Quality Rating	<ul style="list-style-type: none">• Legal Requirements<ul style="list-style-type: none">▪ Assessment Accuracy▪ Equitability• Maximize State Funding<ul style="list-style-type: none">▪ Homestead Reimbursement▪ BETE Reimbursement
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



Steve Thomas: Read a definition of what Mr. Hall looks at while performing an audit of the financial and compliance side of the school. This was presented at a prior meeting of the School Committee by Mr. Hall.

For the compliance side, look at the detailed transactions and activities that took place during the year and see if the systems the client is using to, for example: prepare financial statements or in case of a compliance audit, to be sure it's adhering to appropriate requirements that come attached to the use of the federal dollars. You also stated the town, and the school received a clean, unmodified opinion in both the financial and compliance audit process.

Do you look at how e-rate funds are used by the school?

Peter Hall: If the e-rate monies were significant enough to qualify as a major program for compliance purposes. The school did not receive enough e-rate money in FY 2022 to rise to the level of a major program.

Steve Thomas: When you were conducting your audit, were you notified the universal service administrative company that administers the universal service fund under the direction of the Federal Communication Commission is investigating the possible misuse of e-rate funds by the school going back 20 years?

Peter Hall: No, I was not aware of that.

Steve Thomas: Shouldn't this investigation be noted as part of the compliance audit?

Peter Hall: This is the first I am hearing of this, whether this was something that should be noted as part of the compliance audit would again be driven by whether that particular program was required to be tested or called upon to be tested as a major program for compliance purposes. But leaving that aside, if I had known about that, regardless of whether I had to test it or not specifically, if I'd known about that I definitely would have looked into that.

Steve Thomas: This is an ongoing investigation and would this change how you state the school has received a clean and unmodified opinion?

Peter Hall: Before I could answer, I would need to learn more about the investigation. Again, this is the first time I am hearing of this.

Steve Thomas: It's not clear what the school has for unassigned funds.

Peter Hall: Financial audit page 14, school ended its year with about 4.3 million dollars in its fund balance. On page 45 of the audited statements of the 4.3 million, \$782,000 is comprised of various individual reserve funds, \$63,000 for encumbrances which



are essentially purchase orders that had been issued by year-end, but the goods hadn't been received yet and the bills received yet and so forth. Then 1.2 million that was assigned to be used to help fund the FY23 budget for the school department. Then the remainder 2.2 million is the unassigned portion of the school department fund.

Steve Thomas: The state has a limit in place for unassigned surplus for any school district and to be reduced within 3 years. The school has exceeded that limit by a substantial amount for the past few years. Do you recall what that limit? It's a total percentage of total revenues is today? Does the school risk any loss of funds because the fund balance exceeds the state limit?

Peter Hall: The general rule is 9% is the current floor, which is temporary through 2022. Anything above the 9% needs to be drawn down over the ensuing 2 fiscal years.

Steve Thomas: My calculations have the school finishing around 12.5%. Are we at risk of losing funding?

Peter Hall: No, the delta we'd be concerned with would be the excess over 9%. So that dollar amount then would have to be drawn down and expended to help offset the budget and offset state subsidy for the ensuing 3 years. So if we have 3% above, we just need to be aware of that and make sure we're drawing that down at some point during the next 3 years.

Danielle Haggerty: Do we potentially get ourselves into trouble if every year we're budgeting to use the undesignated funds and we only use \$200,000 of what we budgeted to use, and that's a pattern. So if you look back to previous years, that is a substantial amount and every year we come substantially below that. Is that a concern?

Peter Hall: In any one year I would say no. You said the operative word, which is if there's a pattern and that pattern is exacerbating. Then you are going to necessarily get to a point where it's just not reasonable to anticipate that you would be able to draw down that excess in only 3 years based on the pattern. But at the same time the upshot of that would be the school's monitoring this stuff and if they go to a point where they said you know 2 ½ years ago we had this concern that it was not feasible and we're not going to be able to draw down this excess. I would eventually come to a point at which, in working with the state, they would basically step in and say you need to draw down more than what you might otherwise have been anticipating during the next available budget year.

Danielle Haggerty: Is it appropriate to draw down the fund balance by funding reserve accounts for school related items such as capital improvements?

Peter Hall: Yes, it is permissible.



Steve Thomas: Is there a limit on the municipal side on unassigned funds of 25%?

Peter Hall: No, not statutorily.

Danielle Haggerty: How long should it take a municipality and a school district to be done entering for the fiscal year?

Peter Hall: Let me answer by what I typically see in the real world. Most school units I work with are getting to that point from one to four months. There are lots of extenuating factors and situations unfolding.

Danielle Haggerty: Would any of the COVID funds that have been received over the year rise to the threshold of a compliance audit?

Peter Hall: Those monies not PPP (Paycheck Protection Program) and ERC (Employee Retention Credit) are not considered federal financial systems from an auditing perspective, but in terms of actual COVID grant money. That is all subject to single audit. Most of the COVID money was received on the school side and none of it rose to the level in FY22 as needing to be tested by rising to the level of a major program. COVID money on the school side had been audited FY21.

Danielle Haggerty: Do you hear that towns or schools are getting themselves into trouble with how they spent the COVID money? Should that be a concern of ours?

Peter Hall: The whole major program's is determination process is stipulated by the federal government and it really drives which federal dollars in which federal programs we test. Two situations I can think of required ESSER testing to be done and upon review needed to look at it more closely....does this really fit the use? And in every case these expenditures had been properly blessed by the state DOE and ultimately by the federal. There is a requirement, and it applies to COVID money, that if you use COVID money to fund a school related construction project. There are certain other requirements you still have to adhere to including ensuring that any contractors are satisfying the prevailing wage requirement under the Davis-Bacon Act. Yes, there is additional risk to any recipient of all the federal money, particularly if they have not been in the habit of getting a lot of federal money in the past because the risk with an entity that doesn't get a single audit every year, doesn't get a lot of Federal grant money, is that they may not have the controls in place or the sort of internal infrastructure in place to properly administer those grants. So, with some of those entities, yes, I'd say there's a risk. But honestly the greater risk that we're all seeing, and the reason to be concerned about, really is on the for-profit side of things with businesses that received either PPP or ERC money.



Danielle Haggerty: What do you feel a municipality or school should or should not do given the elevated risk?

Peter Hall: Education via continuing professional education from a grants management standpoint and information on the internet is continuing to roll out. It is really driven by the particular specific requirements that are attached to a given federal program.

Danielle Haggerty: I was one of the participants on the school budget process this year. I received the first draft of the audit and I stumbled upon a question. The numbers from the school as to the actual spent in fiscal year ending in FY 2022 and the number for expenditure that is reported on page 56 for the total expenditure in the annual audit has a difference of about \$300,000. On the budget that we were working with, because they gave actual numbers, it happens to be on the school side, they gave us an All-Other Expenditures line, which doesn't seem to be on the audit. Would you expect that? Why the difference?

Peter Hall: I would need to see the internal reporting that you are referring to to be able to marry up the two sets of data.

Danielle Haggerty: I will email the information to Josh for you to review.

Peter Hall: Happy to look into it.

Steve Thomas: I want to follow back on my original comment, I guess I was surprised to learn that the school didn't notify you of that investigation. It's an investigation, no decisions have been made. But from what I understand the school would have to repay a significant amount of funds from the e-rate program if it's determined that they were using it inappropriately over the past 20 years. In addition to that, if it's determined that the funds were used inappropriately, the school could be banned from receiving future e-rate funds and could be also be ineligible to participate in the Maine school library network. I know the school has been working at moving our internet program over to that. Which would provide a substantial savings for the school. So these are my concerns I personally have regarding this investigation, and I guess I would think you might want to consider granting an unmodified opinion on the compliance side.

Peter Hall: I appreciate what you're saying and there are professional standards that we follow that speak to a situation like this. What I need to do is get more information at this point in terms of the specifics of the investigation and see where that goes. I will keep everyone here apprised where that leads but do appreciate your asking about it.



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

- **Whitney Devlin, Park Drive: Concerns with the condition of the mobile home park.**
- **Kyle Morin, Finch Lane: Concerns with the condition of the mobile home park**

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

Councilor Snyder moved to approve R23-24-01. Councilor Thomas seconded the motion. The motion was accepted. Motion passes 7-0.

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

Councilor Snyder moved to approve FR23-24-01. Councilor Gray seconded the motion. The motion was accepted. Motion passes 7-0.

FR23-24-02 Consider accepting a grant from The Commissioner's Fund for the Fire Department to purchase a Zoll Heart Monitor.

Councilor Haggerty moved to approve FR23-24-02. Councilor Thomas seconded the motion. The motion was accepted. Motion passes 7-0.

O23-24-02 Consider amending the Council Rules to go into effect on 9/16/2023

Councilor Haggerty moved to table O23-24-02 as a workshop item for the next meeting in September 2023. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 7-0.

C. WORKSHOPS:



D. OTHER ITEMS: (from Table Package)

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

IX. SCHEDULED AGENDA ITEMS:

A. OLD BUSINESS:

B. NEW BUSINESS:

Councilor Haggerty to waive council rules and accept the table packet to consider FR23-24-03. Councilor Snyder seconded the motion. The motion was accepted unless doubted.

FR23-24-03 Consider accepting a donation from Northeast Paving for the summer sizzler event.

Councilor Snyder moved to approve FR23-24-03. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 7-0.

X. APPOINTMENTS:

XI. MANAGER STATUS REPORT:

- **The Recreation Department will be hosting the Summer Sizzler on 8/19/2023. Please come and enjoy the events.**
- **High School turf has been completed and soccer practice started this past Monday.**
- **High School track is on schedule to be completed by October 4, 2023. Scott Perkins has stepped up and done a fantastic job with the High School Athletic Complex.**
- **Hermon Fire has hired 2 full time first responders and applications are being accepted for the remaining 2 full time first responder positions.**
- **The Hermon Fire first responder new vehicle should arrive within 60 days.**

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

- **Brian Venenziano, Bishop Dr: Great job for Hermon to host the Little League District #3 Championship.**

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: Stats on response times for :

	<u>Hermon Fire</u>	<u>Northern Light Ambulance</u>
<u>Out the door</u>	<u>2 minutes</u>	<u>4 minutes</u>
<u>Arrive on scene</u>	<u>4 minutes</u>	<u>7 minutes</u>

Steve Thomas: Glad to see the Summer Sizzler is back.

Chris Gray: Glad to see the Summer Sizzler is back and the Hermon Baptist Church will have a free BBQ dinner for the community at 4:00pm at the Church.

XIV. EXECUTIVE SESSION: Not Needed

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

XV. ADJOURNMENT:

Councilor Thomas moved to adjourn the meeting at 8:54 PM. Councilor Wood seconded. With no objection the meeting was adjourned at 8:54 PM.

Respectfully Submitted,

**Kristen Cushman
Town Clerk**

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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
September 14, 2023
Town Council Meeting
7:00 PM
MINUTES

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ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION

I. CALL TO ORDER BY CHAIRPERSON

II. PLEDGE OF ALLEGIANCE

Councilor Cyr led those in attendance in the Pledge of Allegiance

III. ROLL CALL

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

Members Absent: Danielle Haggerty & Derek Wood: Excused

Others Present: Town Manager Joshua Berry, Town Clerk Kristen Cushman, 15 residents/guests

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

SIGNATURES. -APPROVE

MINUTES. -APPROVE 8/17/2023

WARRANTS. -SIGN 9/1/2023, 9/15/2023

RESOLVES. -SIGN

Councilor Snyder moved to approve the Consent Calendar and amending removal of the 8/17/23 minutes for amendments as presented. Councilor Cyr seconded the motion. Motion passes 5-0.



V. NEWS, PRESENTATIONS AND RECOGNITIONS:

Presentation from Municipal Auditor bids for Fiscal Year end 2023, 2024 and 2025.

- **RHR SMITH & COMPANY: Ron Smith presented to the Council via Zoom. Mr. Smith works with 56 employees, multiple Town and School districts and is licensed in 4 states.**

Steve Thomas: Have you ever worked with the Town? Answer: About 15 years ago.

Were you involved with the Audit? Answer: I was.

Are you able to speak as to why the change? Answer: Internal politics and a fresh set of eyes.

How do you go about starting an audit? Answer: Two teams of three working at the Town and School.

Can you walk through the Federal compliance testing? Answer: Would sit down and see what you have for Federal funds. The school is probably the primary recipient, and we would download the P100 from the State Department of Education and work with them on putting the schedule of awards together. Then have a conversation with Josh Berry, Town Manager and the finance department about the Federal ARPA funds received to the Town and put together that portfolio to see what was spent for Federal funds and based on that fill out the risk assessments and see what Federal programs you would need to test.

Is there any testing you do to make sure the funds based on the application were used as allowed? Answer: We would identify any major programs at the Town. A major program is \$750,000 of expenditures of Federal funds. We would do all the planning and identify all the programs and if there were any major funds we would download the compliance supplement to test those funds.

What is your firms role in evaluating unassigned surplus and compliance with the State for the School dept? Answer: We would look at the statute and there is language in there to deal with that within 2 years. There is no statute on municipal unassigned surplus. We would also review the Town Charter.



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

- **Leah Russell, Route 2: Concerns with the speeding on Route 2.**
Would like people pulled over and given tickets
What is the relationship with the Town and Sheriff Office
What are they doing?
Would like the speed to be reduced to 35 MPH.
Josh Berry: Speed has been an ongoing discussion
throughout Town. We have the same situation on Union St,
and Fuller Rd and this is an active conversation with the
Sheriff's dept. The electronic speed limit trailer will be
placed on Route 2 on 9/15/23. DOT sets the speed limits, and
the Town does not have control of this.

VII. PUBLIC HEARINGS:

- **Hold Public Hearing – GA Ordinance with Appendices A – H for FY 2023-2024**
Chair Murphy opened the public hearing at 7:32PM. Public comments were given. The
hearing closed at 7:34PM.
- **Hold Public Hearing – Conley Events LLC, DBA Morgan Hill Event Center liquor**
license renewal.
Chair Murphy opened the public hearing at 7:34PM. Public comments were not given.
The hearing closed at 7:35PM.

VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:

A. OLD BUSINESS:



B. NEW BUSINESS:

O23-24-03 Consider accepting the GA Ordinance dated 9/2022 from MMA and the amended GA Ordinance repealing and replacing appendices A through H for FY 2023-2024

Councilor Thomas moved to approve O23-24-03. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 5-0.

R23-24-03 Consider approving Morgan Hill Event Center liquor license renewal

Councilor Snyder moved to approve R23-24-03. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 5-0.

FR23-24-04 Consider approving repairs to the cemetery fence at Pleasant Hill

Councilor Thomas moved to approve FR23-24-04. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 5-0.

FR23-24-05 Consider approving cemetery pinning and boundary work at Snow's Corner

Councilor Snyder moved to approve FR23-24-05. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 5-0.

FR23-24-06 Consider appointing Auditor for Fiscal Year end 2023, 2024 and 2025.

Councilor Snyder moved to approve FR23-24-06. Councilor Cyr seconded the motion. The motion was accepted. Motion did not pass 3 yes-2 no. Opposed Gray and Thomas. To pass a vote, 4 councilors would need to vote yes per Council Rules section 14 A.



Steve Thomas asked Josh Berry to talk about how many CPA firms were reached out to and their responses.

Josh Berry:

In late July we began soliciting bids of Auditing Services for FY 2023, 2024 and 2025. The RFP was posted on the Town's website, Maine Municipal Association's website and mailed to 19 firms listed on the State of Maine's Auditor list.

Responses were due back August 31st, for which we received qualifying bids from RHR Smith & Company and Peter J Hall CPA LLC. Firms who did not respond (with either a bid or notice they would not be submitting a bid) received follow up emails or calls from my office, requesting responses. In doing so, I heard from almost all firms listed. Below is the list of firms and response status:

- Berry, Talbot & Rory— No Response- mailed RFP, additional follow up
- Brantner, Thibodeau & Assc. — Declined to submit proposal
- CH Dorr & Co — Declined to submit proposal
- Cummings, Lamont & McNamee Declined to submit proposal
- Felch & Company — Declined to submit proposal
- Haverlock, Estey & Curran — Declined to submit proposal
- Hoisington & Bean PA — No Response — mailed RFP, additional follow up
- Horton, McFarland & Veysey — Declined to submit proposal
- James Wadman — Declined to submit proposal
- Maine Municipal Audit Serv. — No Response — mailed RFP, additional follow up
- Peter Hall CPA LLC — Submitted proposal
- RHR Smith & Company — Submitted proposal
- Ron L Beaulieu — No formal proposal — "time and material"
- Roy & Associates — Declined to submit proposal
- RKO — Declined to submit proposal
- Smith & Associates — Declined to submit proposal
- Stephen Hopkins — No Response — mailed RFP, additional follow up
- William Brewer - No Response mailed RFP, additional follow up
- Wipfli LLP - No Response — mailed RFP, additional follow up

In reviewing the submitted proposals, I feel both would provide a quality audit for the Town and School. Both firms meet the qualifications the town is looking for, have the experience desired and are in good standing with the State of Maine. After discussing the proposals, with both firms, it is my recommendation to award the bid to Peter J Hall CPA LLC.



C. WORKSHOPS:

- Discussion on amendments to the Council Rules

Discussion revolved around the two public comment areas on the agenda. Residents spoke in favor of keeping the two public comments.

- Discussion on Fire Department cost recovery billing – Cody

Discussion revolved around how the recovery billing works for insurance claims.

D. OTHER ITEMS: (from Table Package)

X. APPOINTMENTS:

Appoint Auditor for Fiscal Year end 2023, 2024 and 2025.

XI. MANAGER STATUS REPORT:

- **Working with SJ Rollins on the sound system for the council chambers.**
- **Electronic speed sign will be working on Route 2 tomorrow.**
- **Fire Department interviews for full time first responders, should be full staff by 11/1/2023.**
- **Transfer station will be open on 9/16/2023 unless the weather forecast worsens.**
- **September 28 the Town Office will be close for the clerks to attend a mandatory fall workshop for Motor Vehicle.**

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

- **James Stubbs ACO for Hermon: Mr. Stubbs came in with a dog he has picked up running at large multiple times (10 times) since December 2022. Jim is asking the town for stiffer penalties. Increase fees via the Humane Society to the residents to recover the dog....to try and slow down dogs running at large.**



XIII. COUNCIL ITEMS:

Steve Thomas: Ask residents to watch their speed while driving.

Dog running at large from an accident on Route 2 earlier this week. Please keep an eye out for her.

Chris Gray: Would like to see increase patrols in this section of town to slow down speeding.

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

Councilor Thomas moved to adjourn the meeting at 8:33 PM. Councilor Cyr seconded. With no objection the meeting was adjourned at 8:33 PM.

Respectfully Submitted,

**Kristen Cushman
Town Clerk**

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

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.



Memo

To: Hermon Town Council
From: Josh Berry
cc:
Date: 09/14/2023
Re: Auditing Firm

In late July we began soliciting bids of Auditing Services for FY 2023, 2024 and 2025. The RFP was posted on the Town's website, Maine Municipal Association's website and mailed to 19 firms listed on the State of Maine's Auditor list.

Responses were due back August 31st, for which we received qualifying bids from RHR Smith & Company and Peter J Hall CPA LLC. Firms who did not respond (with either a bid or notice they would not be submitting a bid) received follow up emails or calls from my office, requesting responses. In doing so, I heard from almost all firms listed. Below is the list of firms and response status:

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- Maine Municipal Audit Serv. – No Response – mailed RFP, additional follow up
- Peter Hall CPA LLC – Submitted proposal
- RHR Smith & Company – Submitted proposal
- Ron L Beaulieu – No formal proposal – “time and material”
- Roy & Associates – Declined to submit proposal
- RKO – Declined to submit proposal
- Smith & Associates – Declined to submit proposal
- Stephen Hopkins – No Response – mailed RFP, additional follow up
- William Brewer - No Response – mailed RFP, additional follow up

Mailing Address
333 Billings Rd
Hermon, ME 04401

Telephone: 207-848-1010
Fax: 207-848-3316

Physical Address
333 Billings Rd
Hermon, ME 04401

- Wipfli LLP - No Response – mailed RFP, additional follow up

In reviewing the submitted proposals, I feel both would provide a quality audit for the Town and School. Both firms meet the qualifications the town is looking for, have the experience desired and are in good standing with the State of Maine. After discussing the proposals, with both firms, it is my recommendation to award the bid to **Peter J Hall CPA LLC**.



FR23-24-06

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager, or his designee, to enter into an agreement with _____ for Audit services for Fiscal Year ending 2023, 2024 and 2025.

SIGNED this **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 _____



R23-24-04

Be it resolved by the Hermon Town Council in Town Council assembled to accept a new town road, otherwise known as, Hawk's Crossing.

SIGNED this October 12, 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_____



Memo

To: Joshua Berry – Town Manager
Hermon Town Council

CC: Kristen Cushman – Town Clerk

From: Jessefa Murphy – Code Enforcement

Re: Sunset Ridge Subdivision / Hawk's Crossing Road Acceptance

Hawk's Crossing is a two-thousand-foot paved road that has been built to the town's specifications. MGM/PCM Holdings, LLC is the developer. The road and all attributes were designed by Haley Ward Engineering. Plymouth Engineering was hired as the Third-Party Inspector to ensure that the road was built to the Town of Hermon's Road Specifications.

Based on Plymouth Engineering's final report, as well as input/inspection from multiple departments, including but not limited to, Public Works and the Fire Department, it is my recommendation that the Town of Hermon accept Hawk's Crossing as a public way.

Respectfully,

Jessefa Murphy
Code Enforcement Officer



**Property Description
Hawks Crossing
Sunrise Ridge Subdivision
Hawks Crossing, Hermon, Penobscot County, Maine
October 2, 2023**

A certain lot or parcel of land situated on the westerly side of Union Street depicted as Hawks Crossing on a plan entitled "Sunrise Subdivision, Hawks Crossing and Union Street, Hermon, Maine", dated September 8, 2023, prepared by Haley Ward, recorded in Map File 2023-77 of the Penobscot County Registry of Deeds, hereinafter referred to as the "Plan", the bound of which being more particularly described as follows:

BEGINNING at a $\frac{5}{8}$ " capped iron rod set in the westerly sideline of Union Street situated South $55^{\circ} 14' 30''$ East, as measured along the westerly sideline of Union Street, a distance of 137.12 feet from a $\frac{5}{8}$ " capped iron set at the southeasterly corner of land of Wayne and Lorraine Innis as described in Book 7620, Page 102 of the Penobscot County Registry of Deeds;

THENCE, South $55^{\circ} 00' 47''$ East, along the westerly sideline of Union Street, a distance of 60.00 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, South $35^{\circ} 13' 41''$ West, through land of the grantor, a distance of 87.74 feet;

THENCE, generally westerly, through land of the grantor and along a curve to the right having a radius of 155.00 feet, an arc distance of 140.96 feet;

THENCE, South $87^{\circ} 20' 02''$ West; through land of the grantor, a distance of 10.36 feet;

THENCE, generally westerly, through land of the grantor and along a curve to the left having a radius of 250.00 feet, an arc distance of 43.42 feet to a $\frac{5}{8}$ " capped iron rod set at the northeasterly corner of Lot 13 of said Plan;

THENCE, generally westerly, along the northerly bound of Lot 13 of said Plan, being a curve to the left having a radius of 250.00 feet, an arc distance of 338.23 feet;

THENCE, generally westerly, along the northerly bound of Lot 13, being a reverse curve to the right having a radius of 430.00 feet, an arc distance of 112.99 feet to a $\frac{5}{8}$ " capped iron rod set at the northeasterly corner of Lot 12 of said Plan;

THENCE, generally westerly, along the northerly bound of Lot 12, being a curve to the right having a radius of 430.00 feet, an arc distance of 198.32 feet;

THENCE, South $41^{\circ} 20' 47''$ West, along the northerly bound of Lot 12, a distance of 10.34 feet to a $\frac{5}{8}$ " capped iron rod set at the northeasterly corner of Lot 11 of said Plan;

THENCE, continuing South $41^{\circ} 20' 47''$ West, along the northerly bounds of Lots 11, 10, 9 and 8, a total distance of 900.60 feet to a $\frac{5}{8}$ " capped iron rod set at the northwesterly corner of Lot 8 of said Plan and at the point of curvature of culdesac;



THENCE, generally westerly, through land of the grantor and along a curve to the left having a radius of 10.00 feet, an arc distance of 10.87 feet;

THENCE, generally westerly, through land of the grantor and along a reverse curve to the right having a radius of 80.00 feet, an arc distance of 183.73 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, South 41° 20' 38" West, through land of the grantor, a distance of 203.77 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, North 43° 27' 34" West, through land of the grantor, a distance of 60.24 feet to a $\frac{5}{8}$ " capped iron rod set at the southwesterly corner of Lot 7 of said Plan;

THENCE, North 41° 20' 38" East, along the southerly bound of Lot 7, a distance of 198.32 feet to a $\frac{5}{8}$ " capped iron rod set at point of curvature of culdesac;

THENCE, generally easterly, along the southerly bound of Lot 7 being a curve to the right having a radius of 80.00, an arc distance of 183.73 feet;

THENCE, generally easterly, along the southerly bound of Lot 7 being a reverse curve to the left having a radius of 10.00 feet, an arc distance of 11.10 feet;

THENCE, North 41° 20' 47" East, along the southerly bound of Lot 7, a distance of 19.66 feet to a $\frac{5}{8}$ " capped iron rod set at the southwesterly corner of Lot 6 of said Plan;

THENCE, continuing North 41° 40' 47" East, along the southerly bounds of Lots 6,5,4,3 and 2 of said Plan, a total distance of 891.06 feet;

THENCE, generally easterly, along the southerly bound of Lot 2, being a curve to the left having a radius of 370.00 feet, an arc distance of 115.70 feet to a $\frac{5}{8}$ " capped iron rod set at the southwesterly corner of Lot 1 of said Plan;

THENCE, generally easterly, along the southerly bound of Lot 1, being a curve to the left having a radius of 370.00 feet an arc distance of 152.17 feet;

THENCE, generally easterly, along the southerly bound of Lot 1, being a reverse curve to the right having a radius of 310.00 feet, an arc distance of 122.06 feet to a $\frac{5}{8}$ " capped iron rod set at the southeasterly corner thereof;

THENCE, generally easterly, through land of the grantor and along a curve to the right having a radius of 310.00 feet, an arc distance of 351.18 feet;

THENCE, North 87° 20' 02" East, through land of the grantor, a distance of 10.36 feet;

THENCE, generally easterly, through land of the grantor and along a curve to the left having a radius of 95.00 feet, an arc distance of 86.39 feet;

THENCE, North 45° 13' 41" East, through land of the grantor, a distance of 87.48 feet to the **POINT OF BEGINNING**.



The parcel hereinabove described contains 3.27 acres.

FORESTED BUFFER EASEMENT:

BEGINNING at point situated South 28° 40' 26" East, as measured along a tie line, a distance of 151.66 feet from the northwesterly corner of Lot 8 of said Plan;

THENCE, South 38° 06' 11" East, a distance of 150.00 feet;

THENCE, South 51° 53' 49" West, a distance of 83.00 feet;

THENCE, North 38° 06' 11" West, a distance of 150.00 feet;

THENCE, North 51° 53' 49" East, a distance of 83.00 feet to the **POINT OF BEGINNING**.

The easement area hereinabove described contains 12,450 sq. ft.

The basis of bearings is the Grid North Meridian.

EASEMENT

MGM/PCM HOLDINGS, LLC, a limited liability company having a place of business in Bangor, County of Penobscot, State of Maine, (the "Grantor"), being the owner in fee simple of certain lands located in the municipalities of Bangor and Hermon, County of Penobscot, State of Maine, and described as follows:

Being the premises conveyed by Michael P. McTigue, Personal Representative of the Estate of Erwin P. McTigue to the Grantor herein by deed dated November 20, 2020, and recorded in the Penobscot County Registry of Deeds in Book 15798, Page 311; said premises also being the same as depicted in subdivision plan "Sunrise Ridge Subdivision" recorded in the Penobscot County Registry of Deeds in Plan Book 2023, Page 77, dated September 8, 2023:

for consideration paid, grants to **VERSANT POWER**, a Maine corporation having a place of business at 970 Illinois Avenue, Bangor, Maine (the "Grantee"), its successors and assigns forever, the rights, privileges, and easements to construct, maintain, operate and upgrade from time to time on said lands, for utility purposes, a line consisting of poles, anchors and wires with the necessary fixtures and supports; beginning at a utility pole, located or to be relocated, 38 feet, more or less, northwesterly of the centerline of an existing roadway, presently known as Hawks Crossing, and also being 70 feet, more or less, southwesterly of the centerline of Union Street, thence continuing in, along, and adjacent to the aforesaid Hawks Crossing, as shown on the subdivision plan of "Sunrise Ridge Subdivision" recorded September 8, 2023, in the Penobscot County, Maine, registry of deeds; with the right to extend lines from the said line, either overhead or underground, to sites on the said premises as customers may request service; with the right to transmit electricity and intelligence over said line and to clear and dispose of interfering trees and other growth from time to time; with permission to enter upon the said lands for the above purposes; further granting to said Versant Power, its successors and assigns, the power to assign to others, in whole or in part, any or all of the rights, privileges and easements herein set forth.

The Grantor, for itself and its successors and assigns, covenants and agrees to and with the Grantee, its successors and assigns, that it will not erect or maintain or permit the erection or maintenance of any building, trailer, mobile home, swimming pool, or other structure, of any kind or nature, within 15 feet of said line, any or all of which in the opinion of the Grantee, its successors and assigns, would endanger or interfere with the exercise of any of the rights, privileges and easements hereby conveyed.

IN WITNESS WHEREOF, it, the said MGM/PCM Holdings, LLC, has caused this instrument to be executed by its duly authorized representative this 29th day of September, 2023.

Print Name:

Title:

Michael McHugh
Michael McHugh
OWNER

STATE OF MAINE

County of Penobscot ss:

September 29 2023

Personally appeared the above-named Michael McHugh and acknowledged the foregoing instrument to be (his/her) free act and deed, in (his/her) aforesaid capacity, and the free act and deed of MGM/PCM Holdings, LLC.

Before me,

Print Name of Notary:

Jillian N. Robertson
Notary Public
Jillian N. Robertson

JILLIAN N. ROBERTSON
Notary Public, State Of Maine
My Commission Expires February 15, 2030

CONTRIBUTION OF FACILITIES AGREEMENT DEVELOPMENT

In consideration of the mutual promises stated herein, Versant Power of Bangor, Maine (the 'Company') and MGM/PCM Holdings LLC (Customer) of Corinth, ME hereby agree as follows:

The Company agrees to receive 2,200' of the existing overhead primary distribution facilities that were built in accordance with its standard construction practices located on Hawks Crossing Road, Hermon, Maine.

The Customer agrees to make as a one-time payment for the net present value of income tax effect of \$5,256.00

The Customer warrants that he or she owns the premises being served or has a lease or other sufficient legal interest in the premises for the term of the Agreement, as evidenced by an instrument recorded in the Penobscot County Registry of Deeds in Book 2023 at Page 77.

The Company's obligation to provide service under this Agreement is hereby made expressly contingent on its ability to obtain an adequate right-of-way to reach the customer, either through necessary pole permits or private easements. Furthermore, the Company shall not be obligated to pay any out-of-pocket costs in order to obtain such right-of-way. Notwithstanding the forgoing, the Company shall agree to pay such costs if the Customer separately agrees to reimburse the Company for such costs.

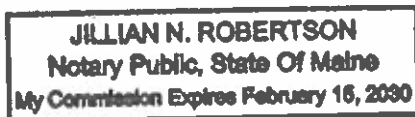
IN WITNESS WHEREOF, the parties have executed this Agreement the 11th day of September, 2023

Michael G. McHugh
MGM/PCM Holdings LLC Representative

STATE OF Maine
County of Penobscot, ss: September 11th, 2023

Personally appeared the above-named Michael McHugh and acknowledged the foregoing instrument to be his/her free act and deed, in his/her aforesaid capacity, and the free act and deed of MGM/PCM Holdings LLC.

Before me,



Jillian N. Robertson
Notary Public/Attorney at Law

Jillian N. Robertson
Type or print name of Notary/Attorney at Law

Versant Power

By: _____
Jill S. King, Supervisor Customer Coord and Dispatch

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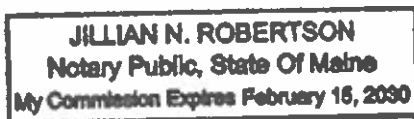
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Michael G. McHugh
MGM/PCM Holdings LLC Representative

STATE OF Maine
County of Penobscot, ss: September 11th, 2023

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Before me,



Jillian N. Robertson
Notary Public/Attorney at Law

Jillian N. Robertson
Type or print name of Notary/Attorney at Law

Versant Power

By: _____
Jill S. King, Supervisor Customer Coord and Dispatch



Plymouth Engineering, Inc.

P.O. Box 46 – 30 Lower Detroit Road

Plymouth, Maine 04969

info@plymouthengineering.com

Tel: (207) 257-2071 fax: (207) 257-2130

September 28, 2023

Project No. 22235

Mr. Joshua Berry, Town Manager
Town of Hermon
PO Box 6300
Hermon, ME 04402

Final Report – Sunrise Ridge Subdivision (Hawks Crossing)- Construction Monitoring Summary

Dear Mr. Berry:

Plymouth Engineering, Inc. was retained by the Town of Hermon to conduct periodic visits to the proposed Sunrise Ridge subdivision road, off Union Street., during its construction by JDT Sitework, Inc. of Hudson, Maine serving as the general contractor.

Plymouth Engineering conducted several visits over during fall 2022 and spring/summer 2023, from the roadway's initial grubbing, gravel placement and compaction, U.S.F. construction, ditching and the final paving serving as the Town's representative.

Pending full vegetation of the roadway ditches/slopes, we find that the roadway has been constructed in general conformance with the design plans and Town of Hermon roadway standards as presented on the design plans.

We have also attached the gravel test results for sieve and proctor along with compaction results. All are consistent with the permitted plans.

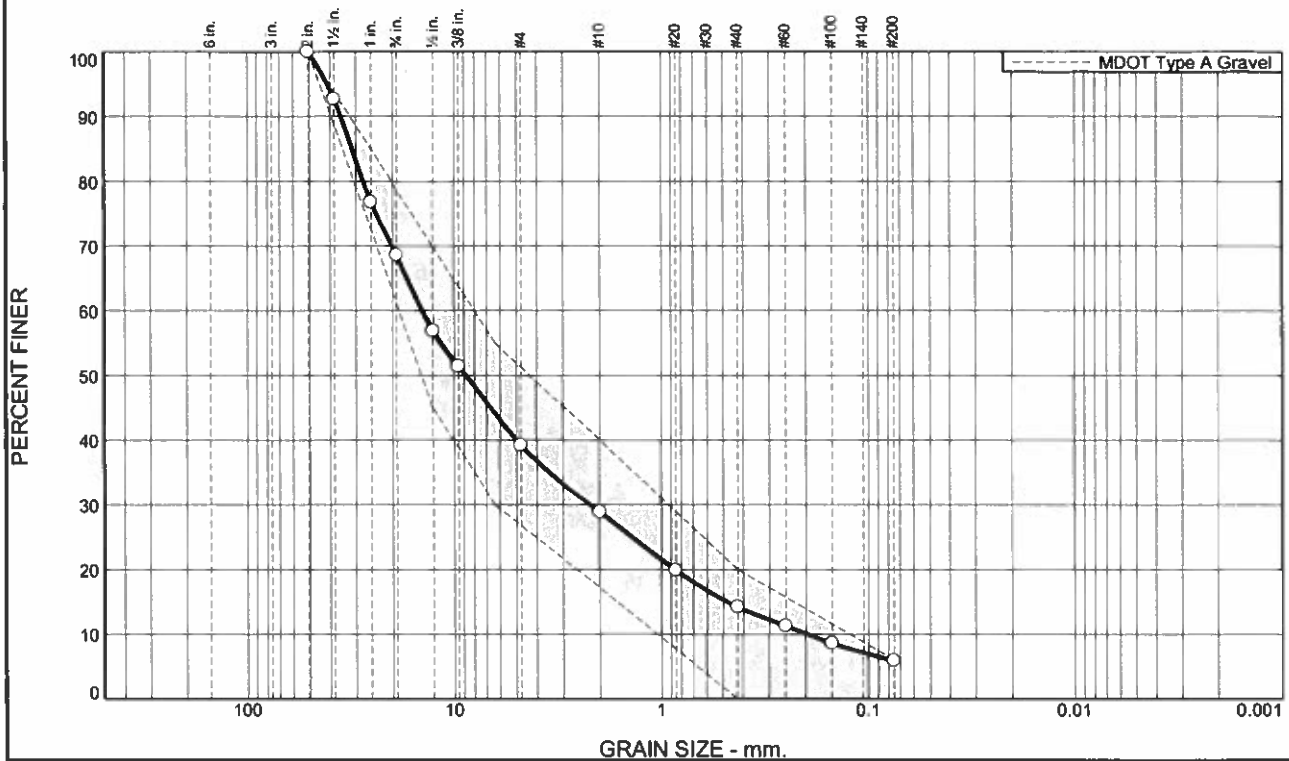
We find that, having been constructed in general accordance with the plans other than as detailed above, our recommendation to the Town of Hermon is that the road meets all requirements, and there is nothing that we are aware of that should prevent the Town Council from considering the roadway for acceptance.

Sincerely,
PLYMOUTH ENGINEERING, INC.

Scott E. Braley, PE, CPESC
President

CC: Jesseffa Murphy

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	31.4	29.4	10.3	14.7	8.3	5.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2"	100.0	100.0	
1.5"	92.6		
1"	76.7		
3/4"	68.6		
1/2"	56.8	45.0 - 70.0	
3/8"	51.4		
#4	39.2		
#10	28.9		
#20	19.9		
#40	14.2	0.0 - 20.0	
#60	11.3		
#100	8.6		
#200	5.9	0.0 - 6.0	

* MDOT Type A Gravel

Material Description

2" Minus

Atterberg Limits

PL= LL= PI=

Coefficients

D₉₀= 35.4182 D₈₅= 31.3145 D₆₀= 14.3051
D₅₀= 8.7968 D₃₀= 2.2190 D₁₅= 0.4779
D₁₀= 0.1977 C_u= 72.36 C_c= 1.74

Classification

USCS= AASHTO=

Remarks

Location: Sunset Ridge
Sample Number: 1

Date: 10/26

Fessenden Geo-Technical LLC

Client: JDT Sitework Inc.

Project: Sunset Ridge

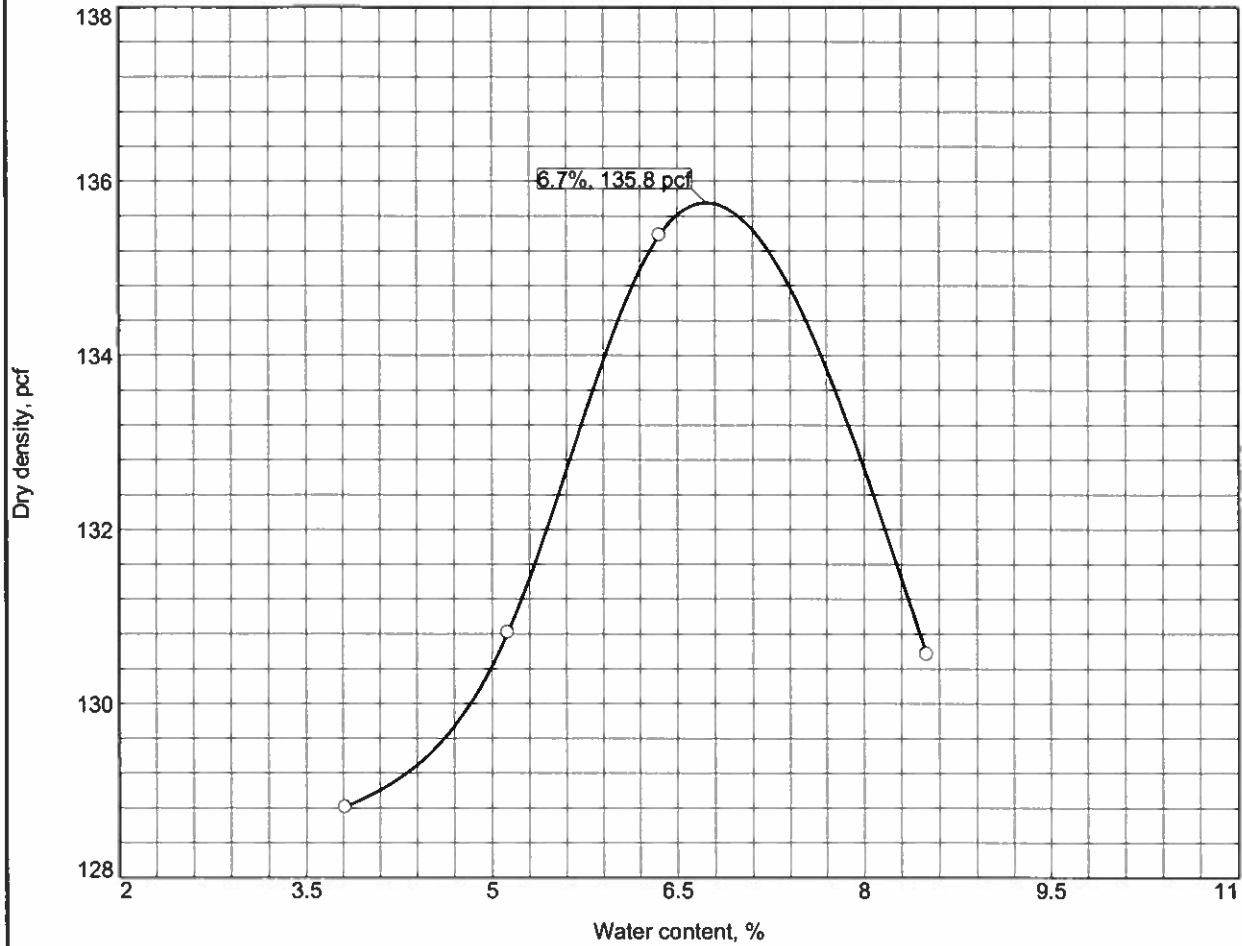
Bangor, ME

Project No: Sunset Ridge

Figure

Tested By: JS Checked By: Justin Sigouin

COMPACTION TEST REPORT



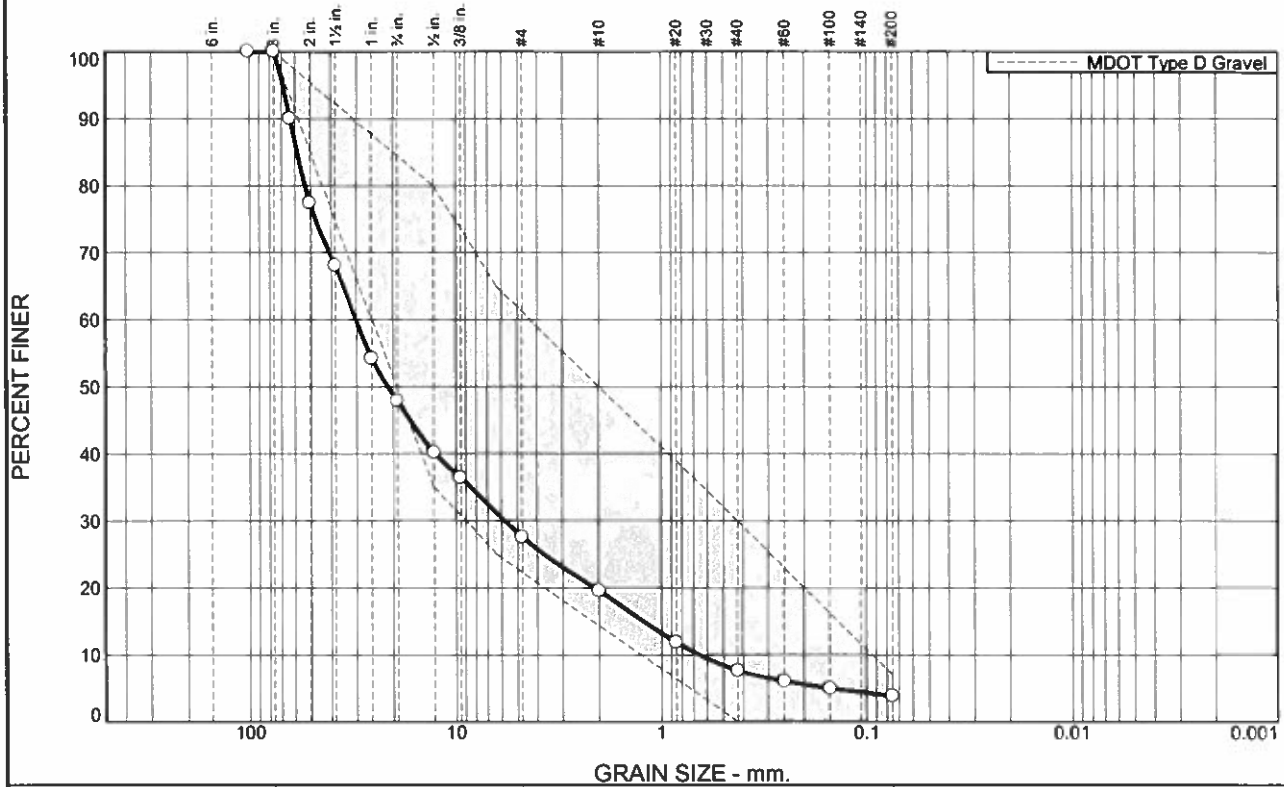
Test specification: ASTM D 1557-12 Method C Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 in.	% < No.200
	USCS	AASHTO						
							31.4	13.7

TEST RESULTS		MATERIAL DESCRIPTION
Maximum dry density = 135.8 pcf		2" Minus
Optimum moisture = 6.7 %		
Project No. Sunset Ridge Client: JDT Sitework Inc. Project: Sunset Ridge		Remarks:
Location: Sunset Ridge Sample Number: 1		
Fessenden Geo-Technical LLC		
Bangor, ME		Figure

Tested By: Justin Sigouin Checked By: Justin Sigouin

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	52.2	20.2	8.0	12.0	3.7	3.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
4	100.0	100.0	
3	100.0		
2 1/2"	90.0		
2"	77.4		
1.5"	68.1		
1"	54.2	35.0 - 80.0	
3/4"	47.8		
1/2"	40.2		
3/8"	36.4		
#4	27.6		
#10	19.6	0.0 - 30.0	
#20	11.9		
#40	7.6		
#60	6.0		
#100	5.0		
#200	3.9	0.0 - 7.0	

MDOT Type D Gravel

Material Description

4" Minus Type D

PL= Atterberg Limits LL= PI=

Coefficients
D₉₀= 63.5089 D₈₅= 58.6134 D₆₀= 30.2485
D₅₀= 21.2616 D₃₀= 5.7925 D₁₅= 1.2204
D₁₀= 0.6592 C_u= 45.88 C_c= 1.68

USCS= GW Classification AASHTO=

Remarks

Location: Webbers Pit
Sample Number: 2

Date: 10/28/22

Fessenden Geo-Technical LLC

Client: JDT Sitework Inc.

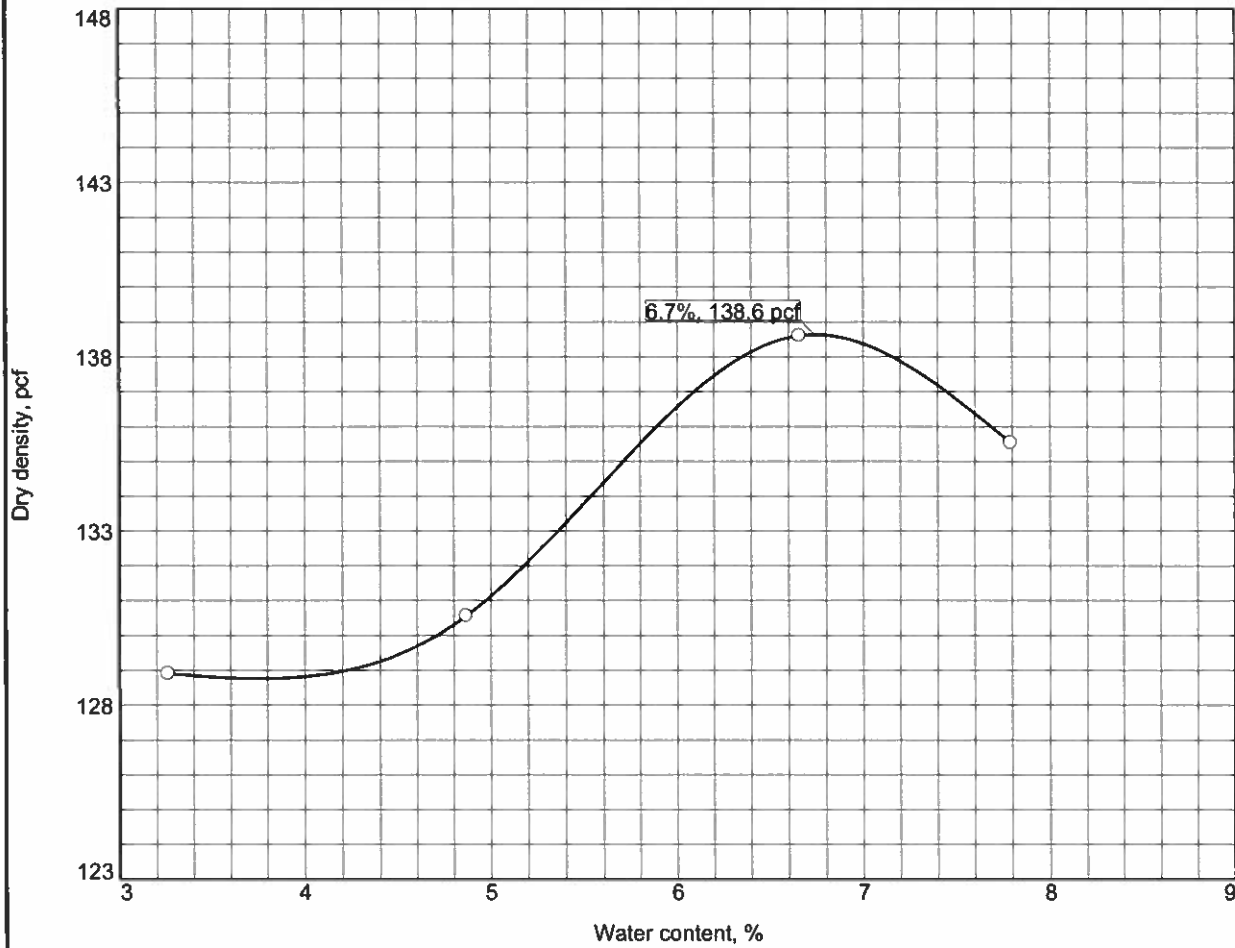
Project: Sunset Ridge

Bangor, ME

Project No: Sunset Ridge

Figure

COMPACTION TEST REPORT



Test specification: ASTM D 1557-91 Procedure C Modified

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/4 in.	% < No.200
	USCS	AASHTO						
	GW						52.2	3.9

TEST RESULTS		MATERIAL DESCRIPTION
Maximum dry density = 138.6 pcf		4" Minus Type D
Optimum moisture = 6.7 %		
Project No. Sunset Ridge Client: JDT Sitework Inc. Project: Sunset Ridge		Remarks:
Location: Webbers Pit Sample Number: 2		
Fessenden Geo-Technical LLC		
Bangor, ME		Figure

Tested By: Justin Sigouin Checked By: Justin Sigouin



REPORT OF SOILS FIELD COMPACTION TESTING

CLIENT: JDT Sitework, Inc.
2979 Hudson Road
Hudson, ME 04449
Attn: Jonathan Trask

PROJECT: Sunrise Ridge Subdivision
Hermon, ME

DATE: June 26, 2023

REPORT #: 19-99-23-034-001

Page 1 of 1

General Location: Town Road, Subbase Course

Field Rep: Elizabeth Hanson

General Contractor: JDT Siteworks, Inc

Earthwork Contractor: JDT Siteworks, Inc

Weather: Rain **Air Temp:** 67°F

Soil ID#: 002

Soil Type: 4" Minus (Type D)

Proctor Value: 151.4 lbs/ft³

Optimum Moisture: 6.7%

Required Compaction: 95.0%

Sample Source: Webbers Pit

Gauge Type: Troxler 3440

Gauge S/N: 17294

Test Mode: Direct Transmission (ASTM: Method B)

Date of Standardization: 6/26/2023

DS: 1471

MS: 707

TEST NUMBER	*DEPTH/ELEV. (in/ft)	MOISTURE (%)	DRY DENSITY (pcf)	COMPACTION (%)
1	10"/ Subbase Course	4.6%	147.6	97.5%
LOCATION:	Station #0+85, Right of Center			
2	10"/ Subbase Course	3.2%	150.6	99.5%
LOCATION:	Station #2+70, Left of Center			
3	10"/ Subbase Course	4.7%	148.2	97.9%
LOCATION:	Station #5+00, Centerline			
4	10"/ Subbase Course	5.5%	143.9	95.0%
LOCATION:	Station #8+50, Left of Center			
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
* DEPTH - Distance of gauge source rod into lift of material tested/ ELEV. - Elevation of lift tested				

REMARKS:



REPORT OF SOILS FIELD COMPACTION TESTING

CLIENT: JDT Sitework, Inc.
2979 Hudson Road
Hudson, ME 04449
Attn: Jonathan Trask

PROJECT: Sunrise Ridge Subdivision
Hermon, ME

DATE: June 29, 2023

REPORT #: 19-99-23-034-002

Page 1 of 1

General Location: Town Road & Cul-de-Sac, Subbase Course

Field Rep: Elizabeth Hanson

General Contractor: JDT Siteworks, Inc

Earthwork Contractor: JDT Siteworks, Inc

Weather: Cloudy

Air Temp: 68°F

Soil ID#: 004

Soil Type: 4" Minus (Type D)

Proctor Value: 139.9 lbs/ft³

Optimum Moisture: 7.6%

Required Compaction: 95.0%

Sample Source: In place sample

Gauge Type: Troxler 3440

Gauge S/N: 17294

Test Mode: Direct Transmission (ASTM: Method B)

Date of Standardization: 6/29/2023

DS: 1449

MS: 716

TEST NUMBER	*DEPTH/ELEV. (in/ft)	MOISTURE (%)	DRY DENSITY (pcf)	COMPACTION (%)
1	10" / Subbase Course	6.6%	133.7	95.6%
LOCATION:	Station #12+00, Left of Center			
2	10" / Subbase Course	6.3%	136.9	97.9%
LOCATION:	Station #16+00, Right of Center			
3	10" / Subbase Course	6.4%	137.3	98.1%
LOCATION:	Cul-de-Sac, Right side			
4	10" / Subbase Course	7.9%	136.3	97.4%
LOCATION:	Cul-de-Sac, Center			
5	10" / Subbase Course	7.4%	138.6	99.1%
LOCATION:	Cul-de-Sac, Left side			
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
* DEPTH - Distance of gauge source rod into lift of material tested/ ELEV. - Elevation of lift tested				

REMARKS:



REPORT OF SOILS FIELD COMPACTION TESTING

CLIENT: JDT Sitework, Inc.
2979 Hudson Road
Hudson, ME 04449
Attn: Jonathan Trask

PROJECT: Sunrise Ridge Subdivision
Hermon, ME

DATE: August 9, 2023

REPORT #: 19-99-23-034-005

Page 1 of 1

General Location: Town Road

Field Rep: Nichole Borelli

General Contractor: JDT Siteworks, Inc

Earthwork Contractor: JDT Siteworks, Inc

Weather: Cloudy

Air Temp: 61°F

Soil ID#: 005

Soil Type: 2" Minus

Proctor Value: 139.7 lbs/ft³

Optimum Moisture: 7.3%

Required Compaction: 95.0%

Sample Source: On site stockpile

Gauge Type: Troxler 3500

Gauge S/N: 1346

Test Mode: Direct Transmission (ASTM: Method B)

Date of Standardization: 8/9/2023

DS: 1862

MS: 667

TEST NUMBER	*DEPTH/ELEV. (in/ft)	MOISTURE (%)	DRY DENSITY (pcf)	COMPACTION (%)
1	4" / Finish Grade	9.0%	135.3	96.9%
LOCATION:	Station #0+75			
2	4" / Finish Grade	9.1%	135.4	96.9%
LOCATION:	Station #4+00			
3	4" / Finish Grade	9.2%	132.9	95.1%
LOCATION:	Station #8+00			
4	4" / Finish Grade	8.6%	133.1	95.3%
LOCATION:	Station #12+00			
5	4" / Finish Grade	9.8%	132.7	95.0%
LOCATION:	Station #16+00			
6	4" / Finish Grade	9.1%	136.7	97.9%
LOCATION:	Station #19+40			
LOCATION:				
LOCATION:				
LOCATION:				
LOCATION:				
* DEPTH - Distance of gauge source rod into lift of material tested/ ELEV. - Elevation of lift tested				

REMARKS: New sample was obtained for updated proctor. New value used to calculate results.



R23-24-05

Be it resolved by the Hermon Town Council in town council assembled, the mill rate for Fiscal Year 2023-2024 is set at 11.75 mills with a commitment date of 10/13/2023, a due date of 04/01/2024, interest to start on 04/02/2024 at the annual interest rate of 8% on the unpaid balance.

SIGNED this October 12, 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 _____

Date _____

Second _____

Nays _____



R23-24-06

Be it resolved by the Hermon Town Council in town council assembled the Town will accept pre-payment of the 2024 taxes with no interest paid back on refunds, and interest on abatements will be paid at 8% per annum.

SIGNED this October 12, 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 _____



R23-24-07

Be it resolved by the Hermon Town Council in Town Council assembled that Scott Perkins be appointed as an “authorized person” to apply for a Business Partnership Initiative with MaineDOT on behalf of the Town of Hermon and C&K Variety (Hawk’s Deli & Marketplace) for a project to assist with completing items located within the public right of way on US Route 2 and Billings Road identified in the C&K Variety MaineDOT Traffic Movement Permit.

SIGNED this October 12, 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 _____



R23-24-08

Be it resolved by the Hermon Town Council in town council assembled the Town will adopt Council Rules for FY 2023-2024 as presented on October 12, 2023.

SIGNED this October 12, 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 _____

HERMON TOWN COUNCIL RULES

The Hermon Town Council adopts the following rules to maintain productivity and consistency in Council Meetings. These rules shall be administered by the Chairperson and enforced by the Council as a whole. If any section of these rules is found to be in conflict with any Federal Laws, State Laws, or the Charter of the Town of Hermon that section is voided while leaving the remainder of the rules in full force and effect. Roberts Rules of Order, latest edition, is utilized as a guideline for all Council Meetings but is not formally adopted as the Rules of the Council.

The Hermon Town Council further states, "It is the policy of the Town of Hermon to uphold, promote, and demand the highest standards of ethics and conduct from all of its employees and officials, whether elected, appointed, or hired. The Town Councilors, all Town employees, and all members of Town boards, commissions, and committees shall maintain the highest standards of personal integrity, truthfulness, honesty, and fairness in discharging their public duties."

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.

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 2: SPECIAL COUNCIL MEETINGS

Special Meetings may be called by the Chairperson, and in case of his/her absence, disability, or refusal may be called by the Vice-Chairperson. Notice of such meeting shall be served in no less than 24 hours to each member of the Council, by the Town Manager or his / her designee unless all members of the Council sign a waiver of said notice. The call for said Special Meeting shall set forth the matters to be acted upon at said Special Meeting, and nothing else shall be considered at such Special Meeting.

SECTION 3: TOWN CLERK

The Town Clerk, or a designee, is responsible for recording meetings, motions, and votes. During the course of discussion or voting the Clerk or Town Manager on his / her behalf may interrupt debate to clarify a statement or verify any aspect of the meeting as it relates to the duties of recording the meeting.

SECTION 4: QUORUM

A majority of the Town Council shall constitute a quorum for the transaction of business, but a smaller number may adjourn a meeting or may compel attendance of absent members in the manner prescribed by the rules of the Council. At least twenty-four hours' notice of time and place of holding such adjourned meeting shall be served on all members who were not present at the meeting from which adjournment was taken.

SECTION 5: COUNCILOR RESIGNATION

Any Councilor resigning must present, in writing, to the Town Manager or in his/her absence the Town Clerk a signed letter with an effective date of the resignation. The resignation will then be presented to the Council on the Consent Calendar at the next scheduled Council meeting.

SECTION 6: FIRST READING

Every ordinance, order, or resolve shall have a first reading if requested by one (1) councilor and is not subject to discussion. If no request is made, the first reading shall be dispensed with and shall be by title only. All agendas shall designate or signify an item that is a first reading.

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 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.

Consent Calendar: Those items, which in the opinion of the Chair, are considered routine matters not requiring debate may be included on the Agenda as a consent item. Any Councilor wishing to have any item so marked removed from the consent agenda shall have the unlimited right to do so at any time prior to the vote by Council on the consent agenda. If such an item is removed from the consent agenda, it shall be considered within the normal course of the Agenda.

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) Public Items or Comment (Items Not Already on the Agenda)
- 5) Consent Calendar
 - a. Minutes - Approval
 - b. Signatures - Approval
 - c. Resolves - Sign
 - d. Warrants - Sign
- 6) News, Presentations, and Recognitions
- 7) Public Hearings
- 8) Committee Reports
- 9) Scheduled Agenda Items
 - a. Old or Incomplete business
 - b. New Business
 - c. Workshops
 - d. Other items from Table Packet (time sensitive material only)
- 10) Appointments
- 11) Manager Status reports
- 12) Final Public Items or Comment
- 13) Council Items
- 14) Executive Session
- 15) Adjournment

SECTION 8:

CHAIRPERSON'S DUTIES

The Chairperson shall preserve the decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order subject to an appeal to the Council by motion regularly seconded; no other business shall be in order until the question on appeal is decided.

Election of the Chairperson shall occur as the last agenda item at the first meeting of the fiscal year, unless the position is vacant. If the position is vacant the Council should not conduct any business until a Chairperson is selected.

A. Chairperson to be Presiding Officer:

The Chairperson shall take the Chair at the time appointed for the meeting, verify quorum, and conduct the meeting pursuant to the agenda. The Chairperson shall

conduct the meetings in a manner as described below and shall be the arbiter in all matters of meeting protocols.

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.

1. May rule any person out of order and require a speaker to take his or her seat.
2. May eject any person from the meeting place who, after being ruled out of order, remains disorderly.
3. May, in case of disorder, declare the meeting recessed until order is restored.
4. May, in case of serious disorder or emergency, declare the assembly adjourned to some other time (and place if necessary,) if it is impracticable to take a vote, or in his or her opinion, dangerous to delay for a vote.
5. May recognize a person wishing to address the Council who has raised his or her hand to be recognized by the Chairperson.
6. Shall insure that all comments be confined to the question under debate and shall avoid personalities.
7. Shall promote open discussion and assure that no person speaking is interrupted, except by the Chairperson, or to raise a point of order, or to correct an error.

C. Declaration of Votes:

The Chairperson shall declare all votes, but if any member questions a vote, the Chairperson shall cause a recount of the members voting in the affirmative and in the negative without debate.

SECTION 9: DEBATE ON A MOTION

The Chairperson presides over all meetings of the Town Council. Debate of Motions shall follow the rules as outlined in the Chairperson's Duties (Section 8).

Motions shall follow the following guidelines:

A. Motions:

1. The Chairperson or a designee of the Chairperson shall summarize every item on the agenda following its reading by title.
2. Every motion shall be reduced to writing, if the Chairperson shall so direct.
3. To make a motion, all orderly motions shall start with the words "I Move"
4. The Chairperson shall request from Council members, a motion to place on the floor for discussion and subsequent action, any Ordinances, Orders, or Resolves.
5. Any Ordinance, Order, or Resolve must be moved and seconded to be discussed or acted upon.
6. If the Chairperson receives no motion or second from a member, the Chairperson may make the motion or second the motion, provided that no member of the Council may second his or her own motion.
7. A motion to adjourn, place on the table, or to take from the table, shall be decided without debate.
8. Any member voting in the majority, or in the negative in a tie vote, may make a motion to reconsider, provided that the motion is made at the same or the next scheduled meeting.
9. Motions for the Previous Question (to close debate) shall be handled according to parliamentary procedures and/or Robert's Rules of Order.
10. For the purposes of interpreting rules of order, a Council "session" lasts from the first July 1st of the fiscal year through June 30th of the fiscal year. The general rule of order against renewal of motion during the same session applies to this period.

B. When a question is under debate, the Chairperson shall receive no motion other than:

1. To adjourn;
2. To place on the table;
3. For the previous question;
4. To postpone to a date certain;
5. To refer to committee, administrative official, or legal representative;
6. To amend;
7. To postpone indefinitely, provided that several motions shall have precedence in the order in which they stand arranged;
8. To divide the question in wording for separate debate.

Motions shall have precedence in the order written above.

A motion for referral to a committee or administrative official, until it is decided, shall preclude all amendments of the main question.

All questions relating to priority of business to be acted upon shall be decided without debate.

In all cases where the parliamentary proceedings are not determined by the foregoing rules and orders, "Robert's Rules of Order", latest edition, shall be taken as authority to decide the course of proceedings.

No debate shall be allowed on a motion for the previous question. Neither is it susceptible of amendment. All questions or order arising incidentally thereon must be decided without discussion whether appeal be had from the Chairperson or not.

SECTION 10: WORKSHOP GUIDELINES

Workshop discussion differs from debates of a motion in that workshops are intended to promote interaction and the building of ideas. To enhance discussion the following are the rules of discussion in a workshop:

1. Each person agrees to fully and consistently ***participate in the process unless that person withdraws***. Council Members who are considering withdrawing, agree to explain their reasons for doing so and give others a chance to accommodate their concerns.
2. ***Consensus is reached*** when the participants agree that they can "live with" the package being proposed. The package proposed must be in writing so that all can agree to the format. Some participants may not agree completely with every aspect of the proposal, but they do not disagree enough to warrant opposition.
3. ***Using straw votes*** the following list shall be used to determine if consensus has been reached.
 - a. Wholeheartedly agree
 - b. Good idea
 - c. Supportive
 - d. Reservations - would like to talk more
 - e. Serious concerns - must talk more
 - f. Cannot be part of the decision - must block it

Consensus is reached if everyone falls between an A and a C. If someone falls in a D to an F they must clearly state their concern and offer a constructive alternative.

4. If ***consensus cannot be reached***, the council agrees to document the agreements they have reached, clarify the reasons for disagreeing, and indicate how the remaining disagreement may be resolved.
5. If no agreement can be reached then the participants will ***consider the "fallback" option***. Fallback options are:
 - a. Identifying issues requiring further research and suspending deliberations until that research has been completed;
 - b. Agreeing to switching to a super-majority voting rule (something that is two-thirds or greater);
 - c. Seeking a recommendation from an independent expert regarding possible ways of resolving their remaining disagreements;
 - d. Including a minority report to the final proposal;
 - e. Letting the authorized decision maker (the Town Council) impose a decision.
6. The Town Council, in attempt to build consensus, agrees to not amend a motion when first presented from a workshop. If the motion presented to the Council is not acceptable it will be referred back to a workshop with comments for further review. Upon a second proposal being presented from a workshop, the Council reserves the right to amend such proposal as they feel appropriate.

SECTION 11: COUNCIL & STAFF SPEAKING AT COUNCIL MEETINGS

A. MEMBER OF COUNCIL SPEAKING During Council Meetings:

During the Town Council meetings, Councilors shall follow Order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the order of the Chair or the rules of the Town Council. Town Councilors desiring to speak shall address the Chair, and upon recognition by the Chair, shall confine themselves to the question under debate and shall avoid all personalities and indecorous language. A Councilor, once recognized, shall not be interrupted while speaking unless called to order by the Chair, unless a point of order is raised by another member or unless the speaker chooses to yield to questions from another member. If a Councilor is called to order while speaking, the Town Councilor shall cease speaking immediately until the question or order is determined. If ruled to be in order, the Town Councilor shall be permitted to proceed. If ruled to be not in order, the Town Councilor shall remain silent or shall alter the remarks so as to comply with rules of the Town Council.

All members of the Town Council shall accord the utmost courtesy to each other, to Town employees and to the public members appearing before the Town Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities. Town Councilors shall confine their questions as to the particular matters before the assembly and in debate shall confine their remarks to issues before the Town Council. Members shall be removed from the meeting for failure to comply with decisions of the Chair or for continued violations of the rules of the Town Council. An affirmative vote of the majority of the Town Council shall require the Chair to act.

B. Staff Speaking During Council Meetings:

Staff members or the Town Manager desiring to address the Town Council shall be recognized by the Chair, shall state their name for the record, and shall limit their remarks to the matter under discussion. All remarks and questions addressed to the Town Council shall be addressed to the Town Council as a whole and not to any individual member thereof. No staff member, other than the staff member having the floor, shall enter into any discussion either directly or indirectly without permission of the Chairperson.

Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applicable to the members of the Town Council. While the Chairperson shall have the authority to preserve decorum in meetings as far as staff members and Town employees are concerned, the Town Manager shall also be responsible for the orderly conduct and decorum of all Town employees under the Town Manager's direction and control. The Town Manager shall take such disciplinary action as may be necessary to insure that such decorum is preserved at all times by Town employees in Town Council meetings.

SECTION 12: INDIVIDUALS ADDRESSING THE COUNCIL

Any person wishing to address the Town Council will be given an opportunity to do so in accordance with the following procedure:

Public Participation at Regular Town Council Meetings

The public is welcome to participate at Town Council meetings. The participation may take the following forms:

- A. Persons wishing to address the Council on an item which appears on the agenda shall wait until the Chairperson announces the consideration of such item, at which time they address the Council on that particular item. However, once the Council has begun its deliberations on an item, no person shall be permitted to address the Council on such item, and any person desiring to further address the Council on such item must wait to do so until all items on the agenda have been completed.

After an item has been introduced, any person wishing to address the council shall signify a desire to speak by raising his or her hand or by approaching the lectern. When recognized by the Chairperson, the speaker shall give his or her full name and address or name and local affiliation, if the affiliation is relevant, prior to making other comments. All remarks should be addressed to the Town Council. Comments shall be limited to 3 (three) minutes per person; however, the time may be extended by the Chairperson. For agenda items that are not formally advertised public hearings, the Chairperson or a majority of the Town Council may limit the total time of public comments to 15 (fifteen) minutes per agenda item. This time may be extended by a majority of the Town Council. The Chairperson may decline to recognize any person who has already spoken on the same agenda item.

- B. Persons wishing to address the council on an issue or concern local in nature not appearing on the agenda may do so during the consideration of Public items. Issues raised during the non-agenda item comment period may be immediately responded to with brief answers by the Chairperson or by the Town Manager when directed by the Chairperson. After each comment period, the Chairperson will indicate that each person who did not receive an immediate response will receive a follow-up response and/or updated at the next Council meeting.
- C. All presentations to the Council are recommended to be 15 (fifteen) minutes.
- D. Participants or speakers are asked to refrain from reiterating points already made by themselves or another speaker.
- E. 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 based on appropriate Council Working Rules and a complaint signed by the Chairperson. 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.

SECTION 13: BREACH OF THE RULES OR ORDERS

When any member breaches the rules or orders of the Council, he/she may, on motion, be requested to provide a satisfactory explanation for such behavior.

SECTION 14: VOTING BY THE COUNCIL

The Town Council shall act only by ordinance, order or resolve. All ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the document. All orders and resolves shall be numbered and must be signed by all Council members present when the vote was called;

Every member present when a question is called shall give his / her vote, unless the Council, for special reasons, shall excuse him/her. Application to be so excused must be made before the Council is divided, or before the calling of the yeas and nays, and decided without debate.

1 Members must vote Unless a Town Council member shall recuse him or herself from voting for reason of conflict of interest, the Town Council member must vote when the yeas and nays are called. The yeas and nays shall be taken and recorded upon passage on the signed ordinances, orders, and resolutions. Every ordinance, order, and resolve shall require, on final passage, the affirmative vote of four members of the Council.

2 Conflicts of Interest The Town Council will adhere to all laws pertaining to Conflicts of Interest and the Town Charter. Each Town Council member shall be responsible to disclose any potential conflict of interest immediately after the Chairperson introduces an item. The council member shall briefly explain their reason why they believe they may have a conflict of interest. The balance of the Town Council members after reviewing applicable statutes shall by majority vote determine if the member has a conflict. If any member of the Town Council believes that another member has a statutory conflict of interest, they may raise a point of order at any time and the Town Council shall immediately suspend business to resolve the issue. If any member discovers part-way into a discussion that they may have a conflict of interest, the council member may raise a point of order and the Town Council shall immediately suspend business to resolve the issue. All resolutions of conflict of interest issues shall be by majority vote of the remaining Town Council members and after citing applicable statutory provisions. If the same issue is to be discussed at subsequent meetings, the recusal need not be revoted. The Chairperson will announce to those present the previous decision to recuse the council member.

Potential Conflicts may include, but not limited too:

a. Financial Interest: A Town Councilor is prohibited per the Town Charter from having a contract with the Town. Similarly, a Councilor who has a financial interest in any matter before the Town Council shall disclose the interest and abstain from voting on any matter involving the interest. A copy of the disclosure and the abstention shall be recorded with the Town Clerk. A Councilor has a "financial interest" within the meaning of this section if the Councilor, or immediate family member, owns at least a ten percent interest in the business or economic entity or ten percent or more of the stock of the corporation involved in the pending transaction or matter.

b. Relationship. A Town Councilor is disqualified in any quasi-judicial matter before the Town Council, if the Councilor is related to any of the parties within the sixth degree (second cousin). The Councilor shall disclose the interest and abstain from voting unless all parties waive the disqualification in writing.

c. Appearance of Conflict. A Town Councilor shall avoid the appearance of a Conflict of interest, whether there is a technical conflict or not, by disclosure of the facts underlying the potential conflict, and where appropriate, by abstaining from voting on the matter. If, after disclosure, the Councilor believes the interest will affect the Councilor's ability to make a fair and impartial decision faithful to the public interest, the Councilor shall abstain from voting.

d. Participation. An abstaining Councilor may but need not remain in the Town Council Chamber during debate or votes on that issue. An abstaining Councilor who wishes to be heard on the matter may join other members of the public and speak as a member of the public during that portion of the meeting when the public is being heard. In no case shall an abstaining Councilor participate in Council discussions or deliberations or otherwise act in an official capacity in the matter as to which the Councilor has abstained.

SECTION 15: ACCEPTANCE WITHOUT A ROLL CALL (ACCEPTED UNLESS DOUBTED)

The Chairperson may accept a question as moved and seconded unless any other councilor, the town manager, or the town clerk opposes. Motions that may not be accepted unless doubted include, but are not limited to, motions with a financial impact, entering executive session, acceptance or rejection of contracts, and setting elections and town meetings.

SECTION 16: DISPENSING OR WAIVING OF THE RULES

The rules shall not be dispensed or suspended unless five of the members of the Council consent thereto. No rules or order shall be amended or repealed without notice, in writing, being given at the preceding meeting. Waiving or suspension of the rules is only intended for consideration of an item that may not meet normal Council Rule notification requirements.

SECTION 17: EXECUTIVE SESSIONS

An Executive Session may be called only by a majority vote of the Council. No order, ordinance, resolution, rules, regulations, contract, appointments, or other official action, shall be finally voted in an executive session. An Executive Session shall not be used to defeat the purpose of 1964 MRSA TIME I, SEC. 401. Executive Sessions shall be in accordance with the State Law.

SECTION 18: MAINE MUNICIPAL ASSOCIATION

The Town Manager, the Town Clerk, the Tax Assessor, the Code Enforcement Officer, the Fire Chief, the Deputy Sergeant and the Recreation Director, and the Finance Officer are the only representatives of the Town of Hermon authorized to contact Maine Municipal Association. In addition, the Chair, Vice Chair or another Council member designated by Council vote have the right to contact Maine Municipal Association.

Hermon Solar Energy Ordinance



A. Title

This Ordinance shall be known and may be cited as the "Hermon Solar Energy Systems Ordinance" and will be referred to herein as the "Ordinance".

B. Authority

This Ordinance is adopted pursuant to Home Rule Powers as provided for in Article VIII of the Maine Constitution and Maine Revised Statutes, Title 30-A.

C. Purpose

This section regulates the development and installation of solar energy systems in the Town of Hermon. This Ordinance is intended to balance the interests of the residents of the Town of Hermon and the users and installers of all solar energy systems by providing standards for the siting, design, construction, operation, monitoring, modification, and decommissioning of such systems, and to address public safety. These standards are also intended:

1. To minimize the adverse impacts of solar energy systems on surrounding land use, including but not limited to visual impacts, environmental impacts, impacts to historically significant areas, health safety impacts, and property value impacts.
2. To allow the Town of Hermon to protect public health, safety, and welfare.
3. To support the goals and policies of the Town's Comprehensive Plan.
4. To provide for the decommissioning and removal of solar panels associated with transmission lines which are no longer being used for energy generation and transmission purposes.

D. Definitions

Solar Energy System (SES): a solar photovoltaic cell, module, or array, or solar hot air or water collector device, including all Solar Related Equipment, which relies upon solar radiation as an energy source for collection, inversion, storage, and distribution of solar energy for electricity generation or transfer of stored heat.

Solar Energy System, Ground-Mounted: A Solar Energy System that is structurally mounted to the ground and is not roof-mounted; may be of any size (small, medium, or large-scale).

Solar Energy System, Roof-Mounted: A Solar Energy System that is mounted on the roof of a building or structure; may be of any size (small, medium, or large-scale).

Solar Energy System, Wall-Mounted: A Solar Energy System that is mounted on the wall or side of a building or structure; may be of any size (small, medium, or large-scale).

Large-Scale Solar Energy System (LSSES): A Solar Energy System with any array greater in physical size than 21,780 square feet (0.5 acres), and less than (10) acres on any one lot. The physical size is based on total airspace projected over the ground. The main intention of the LSSES is to provide at least 0.5 MW, that is not for personal use, or for use by buildings or businesses located onsite within the confines of the same parcel.

Personal Scale Solar Energy System – Major (PSSES-Major): Solar Energy Systems with an array greater than 1200 square feet and less than 21,780 square feet (0.5 acres) on any one lot, are accessory to the principal use on the parcel, consist of one or more ground, roof, or wall mounted systems, and are intended to primarily reduce onsite consumption of utility power or fuels on the parcel in which they sit and on immediately adjacent lots. The sale and/or distribution of excess energy to a public utility for distribution shall be incidental to any PSSES and shall not be its primary purpose.

Personal Scale Solar Energy System – Minor (PSSES-Minor): Solar Energy Systems with an array less than or equal to 1200 square feet on any one lot, are accessory to the principal use on the parcel, consist of one or more ground, roof, or wall mounted systems, and are intended to primarily reduce onsite consumption of utility power or fuels on the parcel in which they sit and on immediately adjacent lots. The sale and/or distribution of excess energy to a public utility for distribution shall be incidental to any PSSES and shall not be its primary purpose.

Kilowatt (kW): a unit for measuring power that is equivalent to 1,000 watts. Megawatt (MW): a unit for measuring power that is equivalent to one million watts, or 1,000 kilowatts.

Megawatt Hour (MWh): A megawatt hour is equal to 1,000 Kilowatt hours (Kwh). It is equal to 1,000 kilowatts of electricity used continuously for one hour.

Rated Nameplate Capacity: The maximum rated output of electric power production of the photovoltaic system in watts of Direct Current (DC).

Solar Energy: Radiant energy (direct, diffuse and/or reflective) received from the sun.

Solar Array: A grouping of multiple solar modules with the purpose of harvesting solar energy.

Solar Farm: See Solar Energy System.

Solar Related Equipment: Items including but not limited to, a solar photovoltaic cell, module, or array, solar hot air or water collector device panels, lines, pumps, batteries, mounting brackets, framing, fencing, foundations, or other structures used or intended to be used for collection and management of solar energy.

Pure Tone: The simplest periodic sound, a constant sound created as a pressure disturbance that fluctuates sinusoidally as a fixed frequency.

E. Applicability

1. The provisions of this Ordinance shall apply to Solar Energy Systems as defined by this Ordinance and by Title 28-A, MRSA, Section 1421,1423, within the boundaries of the Town of Hermon.
2. The requirements of this Ordinance shall apply to all Roof Mounted, Wall Mounted, PSSES Minor, PSSES Major, and LSSES installed after April 27, 2023.
3. All Solar Energy Systems shall be designed, erected, and installed in accordance with all applicable local, state, and federal codes, regulations, and standards including but not limited to Section 11.10, and Section 11.12 of the Fire Code, NFPA 70, and EPA Tier II reporting.
4. Any modification, upgrade, or structural change that materially alters the size, placement or output of an existing Solar Energy System shall comply with this Ordinance.

F. Conflict with other Ordinances

Whenever the requirements of this Ordinance conflict with the requirements of any other lawfully adopted rule, regulation, Ordinance, deed restriction, or covenant, the more restrictive or higher standard covenant shall govern, unless otherwise prohibited by State Law.

G. Severability

If any section, subsection, or provision of this Ordinance shall be declared by any court or competent jurisdiction to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection, or other portion of this Ordinance; to this end, the provisions of this Ordinance are hereby declared to be severable.

H. Amendments

1. Initiation: An amendment to this Ordinance may be initiated by an individual through one of the following:
 - a. The Planning Board provided a majority of the board has so voted.

b. Request of the Hermon Town Council to the Planning Board.

c. Written petition of 10% of the number of registered voters who voted in the most recent gubernatorial election, in accordance with 30-A MRSA § 2522 or 2528.

2. Hearings

All proposed amendments shall be referred to the Planning Board for their recommendation. The Planning Board shall hold a public hearing at least 30 days before submitting any proposed amendment and shall make a written recommendation to the Hermon Town Council within 30 days from the public hearing.

3. Majority Vote

After receiving the recommendation of the Planning Board, the amendment may be adopted or rejected by majority vote of the Hermon Town Council after convening for a public hearing.

I. Effective Date

This Ordinance, when adopted, and any amendments thereto, shall be effective immediately following its/their adoption or approval by the Hermon Town Council. A copy of this Ordinance, certified by the Hermon Town Clerk shall be filed with the Hermon Town Clerk.

J. Schedule of Uses

District symbols.

AF - Agriculture/Forestry
RA - Residential A District
RB - Residential B District
RC - Residential C District
C - Commercial District
VC - Village Commercial
I - Industrial District

Permit required symbols:

Y- Uses allowed without a permit.

P - Uses requiring a building permit or other type of permit from the Code Enforcement Officer. All "class I" uses require site plan review approval from the Code Enforcement Officer.

S - Uses requiring site plan review approval from the Planning Board in accordance with the requirements of §§ 154.065 through 154.096, using the procedures found in §§ 154.180 through 154.190. (d)

N - Not permitted.

Type	AF	RA	RB	RC	VC	C	I
Roof Mounted	Y	Y	Y	Y	Y	Y	Y
Wall Mounted	N	N	N	N	N	Y	Y
PSES - MINOR	P	P	P	P	P	P	P
PSES - MAJOR	S	N	N	N	N	N	S
LSES	N	N	N	N	N	N	S

K. Standard for Personal Scale Solar Energy Systems (PSES)

1. Personal Scale Solar Energy System – Minor (PSES-Minor), shall meet the following conditions:

- a. All PSES-Minor shall be placed such that concentrated solar radiation or glare does not project anywhere off site.
- b. Noise produced by any PSES-Minor shall be less than 10 decibels (dB) above preconstruction / existing background levels, as measured from any street where the parcel has frontage, and any parcel abutting the installation site.
- c. The total height of a building with a PSES-Minor shall not exceed the maximum building height specified for principal or accessory buildings within the underlying zoning district.
- d. Wall-mounted PSES-Minor shall comply with the setbacks for principal and accessory structures in the underlying zoning districts.
- e. Roof/Wall Mounted PSES- Minor
 - i. The owner shall provide evidence certified by an appropriately licensed professional that the roof/wall can support the collateral load of the SES.
 - ii. SES mounted on roofs of any building shall be subject to the maximum height regulations specified for principal and accessory buildings within the applicable zoning district.

- iii. Glare – All SES shall be situated to eliminate concentrated glare onto nearby structures or roadways.
 - iv. Access- a minimum three (3) foot buffer zone is required from the ridge and one (1) foot buffer zone from the edge of the roof or parapet.
 - v. Preservation of Town's Character - All reasonable efforts, as determined by the Planning Board, shall be made to ensure any SES is consistent with the character of the community. The Planning Board will rely on existing zoning classifications for local neighborhood area, maintenance of scenic views, maintenance of open space land and farms, and the Town Comprehensive Plan, and associated Town planning documents.
- f. Ground Mounted PSSES- Minor
- i. Ground mounted PSSES-Minor Shall comply with the setbacks for principle and accessory structures in the underlying zoning districts.
 - ii. The height of ground mounted PSSES-Minor solar panels and related equipment and supports shall not exceed the height requirements of the underlying zoning district.
 - iii. The minimum height of ground mounted PSSES-Minor solar panels shall be four (4) feet.
 - iv. Ground mounted PSSES-Minor shall not be placed within any legal easement or right-of-way location or be placed within any storm water conveyance system or in any other manner that would alter or impede storm water runoff from collecting in a constructed storm water conveyance system.

2. PSSES Major

- a. PSSES-Major shall be permitted as a use by right in all zoning districts and shall require a building permit from the Code Enforcement Officer, except that ground-mounted PSSES-Major shall not be constructed or installed in any Resource Protection, Stream Protection, Shoreland Limited Residential, or Aquifer Protections Overlay Districts.
- b. Upon completion of installation, the PSSES-Major shall be maintained in good working order. Failure of the operator or property owner to maintain the PSSES-Major in good working order will constitute grounds for appropriate enforcement

actions pursuant to § P of this Ordinance. Enforcement may include but is not limited to orders for decommissioning and removal of the SES.

- c. All on-site, utility, collector, or transmission lines connected to a PSSES- Major and installed after the effective date of this Ordinance shall be placed underground.
- d. Any application filed with the Code Enforcement Officer to construct a PSSES- Major that intends to connect to the power grid shall be accompanied by the written confirmation that the utility company whose grid to which it will connect has been notified of the intent to connect. Furthermore, any application shall be accompanied by the approval or conditional approval by said utility company of the connection.
- e. No portion of the PSSES-Major shall contain or be used to display advertising. The manufacturer's name and equipment information or indication of ownership shall be allowed on any equipment of the PSSES-Major, provided they comply with the prevailing sign regulations.
- f. All PSSES-Major shall be placed such that concentrated solar radiation or glare does not project on to any other parcel.
- g. No noise produced by any PSSES-Major shall be 10 decibels (dB) above preconstruction / existing background levels, as measured from any street where the parcel has frontage, and any parcel abutting the installation site.
- h. The issuance of a permit under this Ordinance does not create in the property owner, its, his, her or their successors and assigns in title, or create in the property itself the right to remain free of shadows and/or obstructions to solar energy caused by development or growth of any trees or vegetation on other properties.
- i. Zoning and/or building permit application(s) shall document compliance with this Ordinance and any applicable land use requirements not otherwise covered in this Ordinance. Furthermore, zoning and/or building permit application(s) shall be accompanied by drawings showing the location of the system on the building or property, including relative location to property lines. Permits must be kept on the premises where the PSSES-Major is constructed.
- j. The zoning and/or building permit(s) shall be void if the PSSES-Major, whether new or pre-existing, is moved or otherwise altered, either intentionally or by natural forces in a manner which causes the PSSES-Major not to be in conformity with this Ordinance.
- k. A PSSES-Major must be properly maintained and be kept free from all hazards, including but not limited to faulty wiring, loose fastenings, or other conditions that are deemed unsafe and detrimental to public health or general welfare. In the event

of a violation of any of the foregoing provisions, the Code Enforcement Officer shall give written notice specifying the violation to the operator or landowner of the PSSES-Major which includes the required remedy.

- l. Each PSSES-Major and all solar related equipment shall be removed within twelve (12) months of the date when use of the equipment has been discontinued, abandoned, or upon termination of the useful life of the equipment.
- m. A PSSES-Major shall be presumed to be discontinued or abandoned if no electricity is generated by such solar collector for a period of 6 continuous months. See decommissioning considerations.
- n. Roof/Wall Mounted PSSES-Major
 - i. A roof mounted or wall mounted PSSES-Major may be located on a principal or accessory building.
 - ii. The total height of a building with a PSSES-Major shall not exceed the maximum building height specified for principal or accessory buildings within the underlying zoning district.
 - iii. Wall mounted PSSES-Major shall comply with the setbacks for principal and accessory structures for the underlying zoning districts in which a PSSES- Major is located.
 - iv. Solar panels shall not extend beyond any portion of the roof or wall edges. A minimum three (3) foot buffer zone is required from the ridge and one (1) foot buffer zone from the edge of the roof or parapet.
 - v. Any building permit issued for a PSSES-Major shall be approved by the Code Enforcement Officer in consultation with the Fire Chief. Prior to approval, the Code Enforcement Officer in consultation with the Fire Chief shall determine that any roof or wall mounted PSSES- Major does not present any unreasonable safety risk to a structure, including but not limited to weight load, wind resistance, and emergency ingress and egress.
- o. Ground Mounted PSSES-Major
 - i. The minimum lot setbacks shall comply with the setbacks for principal and accessory structures in the underlying zoning district.
 - ii. The height of ground mounted PSSES-Major solar panels and related equipment and supports shall not exceed the height requirements of the underlying zoning district in which a PSSES-Major is located.

- iii. The minimum clearance height of ground mounted PSSES-Major solar panels shall be four (4) feet.
- iv. The area beneath the ground mounted PSSES-Major is considered pervious cover. However, use of impervious construction materials under the system could cause the area to be considered impervious and subject to the impervious surfaces limitations for the applicable zoning district.
- v. The surface area of the arrays of a ground mounted PSSES-Major, regardless of the mounted angle of any solar panels, shall be considered impervious and included in the lot coverage calculation for the parcel on which it is located.
- vi. Appropriate safety/warning signage concerning voltage shall be placed at ground mounted electrical devices, equipment, and structures. All electrical control devices associated with the PSSES-Major shall be locked to prevent unauthorized access or entry.
- vii. Ground-mounted PSSES-Major shall not be placed within any legal easement or right-of-way location. Furthermore, ground-mounted PSSES-Major shall not be placed within any storm water conveyance system or be placed in any manner that would alter or impede storm water runoff from collecting in a constructed storm water conveyance system.

L. Standard for Large Scale Solar Energy System (LSSES) Requirements for Application

- 1. Any new LSSES, or expansion/physical modification to an existing LSSES, regardless of whether it existed prior to the effective date of this Section, permitted or not, that materially alters the LSSES shall require a Conditional Use Permit from the Planning Board under this Ordinance. Routine maintenance or like-kind replacements do not require a building permit or Planning Board approval.
- 2. A description of the owner of the SES, the operator if different, and detail of qualifications and track record to run the facility.
- 3. If the operator will be leasing the land, a copy of the agreement (minus financial compensation) clearly outlining the relationship inclusive of the rights and responsibilities of the operator, landowner, and any other responsible party regarding the SES and the life of the agreement.
- 4. A description of how and to whom the energy produced will be sold.

5. A decommissioning plan that follows the requirements of Section O. of this Ordinance.
6. A copy of the agreement and schematic details of the connection arrangement with the transmission system clearly indicating which party is responsible for various requirements and how they will be operated and maintained.
7. The layout, design and installation shall conform to applicable industry standards, such as those of the American National Standards (ANSI), Underwriters Laboratories (UL), the American Society for Testing and Materials (ASTM), Institute of Electrical and Electronics Engineers (IEEE), Solar Rating and Certification Corporation (SRCC), Electrical Testing Laboratory(ETL), Florida Solar Energy Center (FSEC) or other similar certifying organizations, and shall comply with local ordinances, and with all other applicable fire and life safety requirements. The manufacturer specifications for the key components of the system shall be submitted as part of the application.
8. A description of the panels to be installed, including make and model, and associated major system components.
9. A construction plan and timeline, identifying known contractors, site control and anticipated on-line date.
10. An operations and maintenance plan, including site control and the projected operating life of the system, including established end of life cycle efficiency percentage. Such a plan shall include measures for maintaining safe access to the installation, stormwater controls, as well as general procedures for operational maintenance of the installation. Additionally, such plans shall include efforts to promote beneficial flora and fauna, as well as a commitment to not using pest-control substances (e.g., pesticides, herbicides, fungicides, and/or insecticides).
11. An emergency management plan for all anticipated hazards that has been reviewed and accepted by local law enforcement, the Town of Hermon's Fire Chief, and Penobscot County Emergency Management Agency.
12. Annual training must be provided emergency personnel, including, but not limited to, local law enforcement, the Town of Hermon's Fire Department, and organizations that support the Town of Hermon for public safety.
13. A stormwater management plan, certified by a licensed Maine Professional Engineer, that demonstrates stormwater from the SES will infiltrate into the ground beneath the SES at a rate equal to that of the infiltration rate prior to the placement of the system.
14. A background noise measurement for the site location as performed by a qualified professional.

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15. Proof of financial capacity to construct and operate the proposed facility.
16. LSES shall not be constructed or installed in any Resource Protection, Stream Protection, or Shoreland zones.
17. No portion of the LSES shall contain or be used to display advertising. The manufacturer's name and equipment information or indication of ownership shall be allowed on any equipment of the LSES, provided they comply with the prevailing sign regulations. A sign shall be required to identify the owner/operator and provide a 24-hour emergency contact phone number. Solar energy systems shall not be used for displaying any advertising. A clearly visible warning sign shall be placed at the base of all pad-mounted transformers and substations and on the any fence surrounding the SES informing individuals of potential voltage hazards
18. No noise produced by any LSES shall be 10 decibels (dB) above preconstruction / existing background levels, as measured from any street where the parcel has frontage, and any parcel abutting the installation site.
19. Setback - Structures within a SES shall be setback a minimum of 100 feet from all lot lines and/or 300 feet from any neighboring structure, whichever is greater. Any solar photovoltaic cells or arrays shall be subject to a maximum height of 10 feet above the ground surface. Associated SES structures shall be subject to the maximum height regulations specified for principal and accessory buildings within the applicable zoning district. regulations specified for principal and accessory buildings within the applicable zoning district.
20. Prohibited Locations – Components of a ground mounted SES shall not be placed within any legal easement or right-of-way location, or be placed within any stormwater conveyance system, or in any other manner that would alter or impede stormwater runoff from collecting in a constructed stormwater conveyance system.
21. Fence - Ground Mounted Solar Energy Systems shall be protected by a perimeter fence. Such fences shall allow for small wildlife passage and movement.
22. Screening - Lots on which Ground Mounted Solar Energy Systems are located shall utilize buffers / screening from roads and residences by plantings, berms, and natural topographical features. Ground mounted SES shall be screened from view to the greatest extent practical of any adjacent property that is residentially zoned or used for residential purposes, as well as any public way. The screen shall consist of a vegetative barrier which provide a visual screen. In lieu of a vegetative screen, a fence that provides visual screening, and meets requirements of the controlling ordinance, may be allowed only if a vegetative screen is deemed impractical by the Planning Board.

23. Glare – All SES shall be situated to eliminate concentrated glare onto nearby structures or roadways.
 24. No trees, vegetation, or other landscaping, other than that provided for in the application or as a condition of approval of any plan, application, or permit, may be removed or altered for the installation or operation of a LSES. For any lot on which timber harvesting or related activities has occurred or is occurring, no conditional use permit application for a LSES shall be filed until one year after the end of any timber harvesting or related activities. Any lot owner conducting timber harvesting or related activities shall submit to the Code Enforcement officer the date on which any timber harvesting or related activities concluded.
 25. At no time will there be any use of herbicides or pesticides without the prior written approval of the Code Enforcement Officer.
 26. At no time will it be permitted to use chemicals to clean LSES equipment.
 27. Proposed site re-grading shall not be excessive and shall be kept to the minimum amount necessary. Unless waived by the Planning Board, any topsoil that must be removed shall be stored and stabilized on-site for future use, including for decommissioning.
 28. No fuel or other hazardous material shall be stored on site, except materials associated with storage batteries. Storage batteries shall conform to Federal, State, and local requirements.
 29. The LSES operator or, if no commercial operator, landowner shall maintain a phone number and identify a person responsible for the public to contact throughout the life of the project. This information shall be provided to the Town of Hermon and to immediate abutters of the LSES.
 30. The issuance of a conditional use permit under this Ordinance does not create in the land- owner, its, his, her or their successors and assigns in title, or create in the property itself, the right to remain free of shadows and/or obstructions to solar energy caused by development or growth of any trees or vegetation on any other property.
- M. Site Plan Application and Review, In addition to the Town of Hermon's site plan application requirements, the Applicant shall submit the following supplemental information as part of a site plan application:
1. Property lines and physical features, including roads, for the project site.

2. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation or structures.
3. Blueprints or drawings of the solar energy system showing the proposed layout of the system, any potential shading from nearby structures, the distance between the proposed solar collector and all property lines and existing on-site buildings and structures, and the tallest finished height of the solar collector.
4. Documentation of the major system components to be used, including the panels, mounting systems, and inverter(s).
5. Name, address, and contact information of the proposed system installer, the project proponent, project proponent agent, and all co-proponents or property owners, if any; and
6. A one-or three-line electrical diagram detailing the solar photovoltaic installation, associated components, and electrical interconnection methods.
7. Locations of important plant and animal habitats identified by the Maine Department of Inland Fisheries and Wildlife or Town of Hermon, or rare and irreplaceable natural areas, such as rare and exemplary natural communities and rare plant habitat as identified by the Maine Natural Areas Program.
8. Locations of wetlands and waterbodies.
9. Locations of floodplains.
10. Locations of local or National or Historical Districts.
11. A public outreach plan, including how the project proponent will inform abutters and the community.
12. A removal plan with a performance guarantee (Refer to Section O. in this Ordinance)
13. An Operations and Maintenance Plan.

N. Permitting and fees

1. For any LSSSES, the application deposit fee shall be \$10,000. This application fee will be used as consultants draw account. The fee will be deposited into a special account designated for that site plan, to be used by the Planning Board for hiring independent consulting services to assist in the review of the application and throughout the construction of the LSSSES. The balance shall be maintained at minimum of \$5,000

during the review and construction process. Any balance in the account remaining after a decision on the final plan application by the Board shall be returned to the applicant at the end of the project. The Building Permit Fee is \$2,500. An applicant shall deposit the application fee with the Town at the time the application is filed. All costs incurred by the Town relating to the review and processing of the application, including the cost of services necessary to review an application that are provided by outside engineers, attorneys, planners, environmental specialists, and other consultants or experts shall be billed against the deposit. The applicant shall maintain a minimum of \$5,000 in the account until the review process and construction (if approved) is completed. If the balance in the account drops below \$5,000, the applicant shall deposit additional money to bring the account balance to \$7,500 within five (5) business days. The Town will refund any remaining balance in the account within 60 days after the final inspection of the constructed solar energy system. If the account balance is not brought up to \$7,500 within five (5) business days, the LSES application shall be deemed automatically suspended.

2. For any PSES-Major, the application fee shall be \$500.
 - a. For PSES-Minor, including ground, roof, and wall mounted units, the application fee shall be the standard building permit fee (application fee + \$0.10/sf).

0. LSES Decommissioning, Removal, Abandonment, and Bonding

1. In addition to any state laws related to the decommissioning of solar energy systems, the following provisions apply to LSES constructed in Hermon. Solar energy systems that have reached the end of their useful life or that has been abandoned consistent with this Ordinance shall be removed. The owner or operator shall physically remove the installation no more than 150 days after the date of discontinued operations. The owner or operator shall notice the Town of Hermon Planning Department of the proposed date of discontinued operations and plans for removal.

Removal shall consist of:

- a. Physical removal of all solar energy systems, structures, equipment, security barriers, and transmission lines from the site.
- b. Disposal of all solid and hazardous waste in accordance with local state and federal waste disposal regulations.
- c. Stabilization or re-vegetation of the site to minimize erosion. Native, pollinator-friendly seed mixtures shall be used to the maximum extent possible.

2. Abandonment

- a. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, a medium or large-scale ground-mounted solar energy system shall be considered abandoned when it fails to operate for more than 150 days.
- b. A surety is required at the time of Planning Board review of a Site Plan application for the assumption of any debt, default, non-compliance with State and Federal laws or local ordinances, or failure of the array falls to the principal (contractor/developer/investor/solar company) and not the obligee (owner).
- c. At the time of Planning Board review of a Site Plan application and permit, the applicant for a medium or large-scale ground-mounted solar array system shall identify how it shall provide a performance guarantee payable to the benefit of the Town of Hermon, a municipal corporation, for all costs associated with the removal of an approved solar energy system that has been abandoned on public land. The performance guarantee shall be equal to one hundred fifty (150) percent of the estimated cost of removal. The performance guarantee can be in the form of a Solar Contractor Surety Bond or Solar Decommissioning Bond and may be acceptable to the Town as determined by the Planning Board and legal counsel for the Town of Hermon. The financial guarantee shall include a provision granting and guaranteeing the Town the authority to access the funds and property and perform the decommissioning if the facility is abandoned and the owner or operator fails to meet their obligations to remove the solar energy system. The application shall provide the Town the identified performance guarantee prior to the issuance of a building permit by the Code Enforcement Officer for the solar energy system. The owner or operator shall also be responsible for notifying the Town in writing if the performance guarantee is revoked, and in such cases, shall provide the Town a replacement guarantee that is found acceptable by legal counsel for the Town within ninety (90) days, or the owner's or operator's permit to operate the system shall be revoked. The owner or operator shall be responsible to pay the Town's legal fees.
- d. If the owner or operator of the solar energy system fails to remove the installation within 150 days of abandonment or the proposed date of decommissioning, the Town of Hermon or the obligee retains the right to use all available means to cause an abandoned, hazardous, or decommissioned medium and large-scale ground-mounted solar energy system to be removed.
- e. If an owner or operator successfully removes a medium or large-scale solar energy system in accordance with requirements of this Section, and the Town's Code Enforcement finds that the removal was successfully completed, the owner or

operator may apply to the Planning Department for the release of the performance guarantee identified in this Section. The Town shall not unreasonably withhold the release of a performance guarantee post a determination by the Code Enforcement Officer that an owner or operator has successfully removed a solar energy system.

- f. Large-scale ground mounted solar energy systems shall not be considered accessory uses.
- g. Operations and Maintenance Plan:
 - i. The project proponent shall submit a plan for the operation and maintenance of the medium-scale and large-scale ground-mounted solar energy system, which shall include measures for maintaining safe access to the installation as well as other general procedures for operational maintenance of the installation.
 - ii. Signage: A sign shall be required to identify the owner and provide a 24-hour emergency contact phone number.
 - iii. Emergency Services:
 - A. The medium-scale or large-scale ground-mounted solar energy system owner or operator shall provide a copy of the project summary electrical schematic, and site plan to the Planning Department.
 - B. Upon request, the owner or operator shall cooperate with Public Safety in development an emergency response plan.
 - C. All means of shutting down the system shall be clearly marked.
 - D. The owner or operator shall provide to the Planning Department the name and contact information of a responsible person for public inquiries throughout the life of the installation.
 - E. Waiver
 - i. The Planning Board shall have the authority to waive any provision or requirement of this Solar Energy Systems Section of the Zoning Ordinance of the Town of Hermon, Maine should the Planning Board determine that any requested waiver is in the public interest, is consistent with the purpose and intent of this Section, and will not have a significant,

adverse effect upon public safety and the environment. To consider and grant a waiver:

- ii. The applicant must submit a written waiver request to the Planning Board citing the relevant Ordinance provision and stating the relief sought and the reasons for the relief.
- iii. To be approved, the waiver request must receive a unanimous vote from the Planning Board.
- iv. The Planning Board shall include in its records a statement of the waiver request and the reasons or factual findings for the granting of any waiver.

P. Violations and Enforcement

Any construction of buildings or structures, and any use of land, buildings, or structures except in conformance with the provisions of this Ordinance shall be deemed a violation of this Ordinance and a nuisance.

CODE ENFORCEMENT OFFICER

It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance. If the Code Enforcement Officer shall find that any provision of this Ordinance is being violated, he/she shall notify in writing the person responsible for such violation, indicating the nature of the violation, and ordering the action necessary to correct the violation, including discontinuance of illegal use of land, buildings, structures, and abatement of nuisance conditions. A copy of such notice shall be maintained as a permanent record.

1. Legal Actions

When the above does not result in the correction or abatement of the violation or nuisance condition, the Town Council, upon notice from the Code Enforcement Officer, are hereby authorized to institute any and all actions and proceedings, either legal or equitable, including seeking injunctions of violations and the imposition of fines, that may be appropriate or necessary to enforce the provisions of the Ordinance in the name of the municipality.

2. Penalties

Any person or persons who violate any provision(s) of this Ordinance or any permit issued under the provisions of this Ordinance, shall be subject to civil penalties in accordance with the provisions of Title 30-A MRSA § 4452.

3. Contractor Liability

Any contractor involved in any activity regulated by the provisions of this Ordinance may be held liable for violating this Ordinance if the necessary permits for said activity have not been obtained or if work performed by the contractor does not conform to all conditions of approval of the permit or the terms of this Ordinance.

4. Appeals

The Board of Appeals shall hear appeals from final decisions of the Code Enforcement Officer and or Planning Board on decisions to grant or deny permits or approvals pursuant to this Ordinance in accordance with the Town's Board of Appeals Ordinance. Appeals shall be filed within 30 days of the Code Enforcement Officer or Planning Board's official, written decision on the application.

Q. Adoptions

1. Adopted by Town Meeting November 9, 2023



THIS COST RECOVERY AGREEMENT is made this _____ day of _____ 2023, by and between Central Maine Cost Recovery LLC ("CMCR LLC") and TOWN OF HERMON MAINE, ACTING BY AND THROUGH IT'S FIRE DEPARTMENT. ("Client").

In consideration of the promises and other mutual obligations undertaken herein, the parties hereby agree as follows:

1. Services. CMCR LLC will exercise its best efforts to obtain reimbursement for Client's Fire Department service charges authorized pursuant to department policy authority. CMCR LLC shall prepare and submit on behalf of Client all claims for third party payment to the appropriate insurance company for services provided by Client. All such claims shall be submitted by CMCR LLC in the Client's name. Claims will be submitted either electronically or by means of paper submission as directed by the third-party payor. Client hereby expressly authorizes CMCR LLC to submit claims on its behalf in accordance with this Agreement. Payment of all claims filed on behalf of the Client shall be directed to CMCR LLC, and the Client's percentage as set forth in Section 3 will then be forwarded to the Client as set forth in Section 3.
2. Term. The commencement date of this Agreement is the date of its execution by both parties (the "Commencement Date"). The term of this Agreement shall run from the Commencement Date, for one full year, and shall automatically renew for a term of three (3) years, unless (a) either party provides the other party with written notice of its election not to renew, which notice must be received at least thirty (30) days prior to the expiration of the then current term, or (b) sooner terminated as provided in Section 9.
3. Compensation. As consideration for the services performed by CMCR LLC hereunder, CMCR LLC shall retain the greater of: a \$25.00 processing fee per claim submitted, or 20% per processed paid claim, with the remaining 80% being paid to the Client. CMCR LLC shall forward to Client its proportionate share of any funds recovered. With each payment, CMCR LLC shall deduct expenses, including but not limited to: State of Maine crash report cost, registered letters, electronic payment processing fees, CMCR Fees, and provide a summary accounting of each processed claim so that Client is able to confirm that it is receiving its proportionate share of any funds recovered. Further information to substantiate a processed paid claim shall be timely provided by CMCR LLC to the Client upon the Client's request.



4. Client Responsibility. Client shall be responsible for ensuring that CMCR LLC is provided with all necessary records and information from which to submit the claim and shall reasonably cooperate with CMCR LLC as may be necessary to permit CMCR LLC to perform its duties hereunder. Client shall also be responsible for ensuring the accuracy and completeness and appropriateness of service for which a bill will be submitted. CMCR LLC shall have no liability or responsibility whatsoever regarding the accuracy or completeness and appropriateness of services rendered by Client.
- a. Client agrees to submit a detailed incident report to CMCR LLC for any and all incidents where its Fire Department has been dispatched and a claim is to be generated pursuant to the Department policy, as may be amended.
 - b. When the Client is unable to obtain the at-fault party or parties' insurance information at the scene and CMCR LLC is required to purchase a Crash Report, any and all Crash Report fees charged to CMCR LLC will be deducted from the Client's monthly reimbursement check.
5. Client Acknowledgement. Client acknowledges and agrees as follows:
- a. The ultimate responsibility for all claims submitted is that of the Client, and the Client shall remain responsible for subsequent correction, adjustment, regardless of reason.
 - b. The submission of false, fraudulent or misleading data, information, or statements to third party payors in connection with billing/cost recovery and claims submission is a crime and can subject the violator to imprisonment and fines. Client shall indemnify and hold CMCR LLC, its owners, managers, and employees harmless from and against any claims submitted on behalf of and in the name of the Client for which Client has provided CMCR LLC false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including, but not limited to, the processing of claims pursuant to Section 4 above.
 - c. Nothing herein shall waive or is deemed to waive the immunities and limitations of liability afforded to Client in the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq.
 - d. Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third party payors (whether such claims are submitted in paper or electronic form).
6. Compliance with Laws and Regulations. It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations. All patient information and data provided by the Client to CMCR LLC shall be kept confidential and shall not be disclosed to anyone outside of CMCR LLC other than to the extent necessary for CMCR LLC to process and submit claims for the Client.
- a. Both parties agree to maintain appropriate compliance records and assure their completeness, security, and safety.



- b. Both parties agree to uphold and maintain HIPAA compliance and standards at all times. Appropriate policies and procedures shall be maintained so as to ensure security and safety of any and all protected health information.
 - c. Information deemed confidential by law shall be protected against unlawful disclosure, and CMCR LLC shall indemnify Client for any such unauthorized disclosure.
7. Insurance. CMCR LLC shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of general liability insurance, a Cyber Liability insurance policy, and an Errors and Omissions insurance policy, all with an insurance company licensed to do business in the State of Maine. CMCR LLC shall provide Client with a copy of the certificate evidencing such insurances upon request.
8. Exclusivity. Client agrees that throughout the term of this Agreement, CMCR LLC will be the sole and exclusive provider of cost recovery/billing services to Client pursuant to Fire Department Policy, as may be amended, and Client will not hire or engage any other cost recovery/billing or similar company for such services. This does not apply to EMS billing.
9. Termination. This Agreement may be terminated as follows:
- a. Termination for Cause. If a party reasonably believes the other is not complying with Federal, State or local laws, regulations, or guidelines affecting the other's practice or submission of claims to third party payers, that party may terminate this Agreement within fourteen (14) days after written notice to the other party.
 - b. Termination for Convenience. Either party may terminate this Agreement, without cause, at any time by giving the other party written notice at least thirty (30) days in advance.
 - c. Effect of Termination. Upon termination or expiration of this Agreement, by either party, CMCR LLC, at its sole option, may continue to process those claims for which CMCR LLC has already commenced processing and CMCR LLC shall be paid the normal rate for each such claim in accordance with Section 2 herein, including all claims submitted by any source during the term of this Agreement.
10. Assignment. This Agreement may not be assigned or sublet without the prior written consent of the customer.
11. Governing Law. This Agreement shall be governed by interpreted and construed in accordance with the laws of the State of Maine.



12. Force Majeure. It is mutually agreed that in the performance of all duties by each party to this Agreement, time is of the essence. However, performance of duties may be impeded by occurrences beyond the control of one or both parties, from events, such as, but not limited to: flood, fire, earthquake, hurricane, blizzard, tornado, pandemic, or other natural disasters, explosion, riots, act of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or similar causes or occurrences beyond the reasonable control of either party.
13. Amendment and Entire Agreement. This Agreement may only be amended in writing and signed by both parties. This Agreement constitutes the entire understanding and agreement between the parties regarding the matters discussed herein and supersedes any and all prior understandings and agreements, whether written or oral, regarding the subject matter hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CLIENT – TOWN OF HERMON MAINE, THROUGH IT'S FIRE DEPARTMENT.

By: _____

Title: _____

Date: _____

CMCR LLC

By: Bill Wentworth

Title: Customer Relations Manager

Date: _____

Article 13. COST RECOVERY FOR SERVICES (#10)

Section 1301. **Purpose.** The City is engaged in providing fire suppression, fire and public safety, and other emergency response services, and in consideration of services rendered, desires to establish the restitution policy for fire and public safety services as set forth in this Article.

Section 1302. **Authority.** This Article is adopted pursuant to and consistent with the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1, of the Constitution of the State of Maine, and Title 30-A M.R.S.A. § 3001.

Section 1303. **Applicability**

Section 1303.1. The provisions of this Article shall govern all emergency and non-emergency incident scenes to which the Brewer Fire and/or Police Departments are dispatched or requested by the Penobscot County Communication Center, written mutual aid agreement, or any State or local agency including, but not limited to: control or confine hazardous materials; extinguish fire; respond to motor vehicle/traffic incident; remove or mitigate safety hazards; or provide overall scene safety.

Section 1303.2. This Article shall be applicable to all individuals or entities who receive emergency or non-emergency services provided by the Brewer Fire and/or Police Departments, as specified in this Article.

Section 1304. **Responsibility.** Parties to any incident to which this Article is applicable (i.e., "Responsible Party") shall provide the Brewer Public Safety Director and/or Incident Commander with sufficient personal and insurance information, including, but not limited to policy numbers and contact information for their underwriters and agents, to enable the City of Brewer to file claims with the Responsible Party's insurance carrier(s) or a third-party agency to recover the costs incurred during the incident.

Section 1305. **Establishment of Fees.** The Brewer Public Safety Director shall establish and update as needed a schedule of fees for the delivery of emergency and non-emergency services by the Brewer Fire and Police Departments for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents. The schedule of fees shall be based on actual costs of the services and that which is usual, customary, and reasonable, which may include any

Brewer City Ordinances
Chapter 9 - Art. 13
Sec. 1305 - 1310

services, personnel, supplies, and equipment and may also include costs incurred by other City departments participating in the incident response.

Section 1306. **Restitution and Billing Procedure.**

Section 1306.1 . The City may seek restitution for costs of City services by filing claims with the Responsible Party's insurance company. The City is authorized to enter into a cost recovery agreement with a third-party billing company for the billing and collection of fees for Fire Department services through the filing of insurance claims. All such claims shall be submitted in the name of the City. The City shall only seek restitution for services from insured individuals or companies.

Section 1306.2. The Finance Director is authorized to institute legal action to collect insurance claims that remain outstanding for more than 60 days. Any legal and late fees associated with the attempt to collect outstanding payments incurred by the City shall be added to and in addition to the original claim. The Finance Director is authorized to write off claims, when a claim is not paid with a valid reason (e.g., insured but not at fault, not covered) or if all attempts to contact the insurance company fail by any common method available.

Section 1307. Administration and Enforcement. It shall be the duty of any third-party billing company with a valid cost recovery agreement with the City to effectively pursue the requirements of this Article for payment of services rendered by the City as specifically outlined herein.

Section 1309. Insurance Requirements. The third-party billing company shall at all times have valid General Liability insurance policy, a Cyber Liability policy, an Errors and Omissions Policy, and the City shall be named as an additional insured on such policies.

Section 1310. Severability. Sections of this Article shall be deemed severable. In the event any section, clause, or provision of this Article is declared invalid, the same shall not affect the validity of this Article as a whole or any part thereof other than the part so declared to be invalid.

Brewer City Ordinances
Chapter 9 - Art. 13
Sec. 1311

Section 1311. Conflict with Other Sections. This Article shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law.

END OF CHAPTER NOTATIONS - CHAPTER 9

1. enacted 12/10/02, effective 12/15/02 (2002-C062)
2. enacted 07/15/03, effective 07/20/03 (2003-C011)
3. enacted 02/10/04, effective 02/15/04 (2003-C024)
4. enacted 12/06/05, effective 12/11/05 (2005-C024)
5. enacted 12/19/06, effective 12/24/06 (2006-C013)
6. enacted 03/02/10, effective 03/07/10 (2010-C001)
7. enacted 11/14/11, effective 11/19/11 (2011-C013)
8. enacted 09/11/12, effective 09/11/12 (2012-C014)
9. enacted 01/14/13, effective 01/19/13 (2013-C001)
10. enacted 03/09/21, effective 03/14/21 (2021-C001)

**City of Brewer
Public Safety Incident
COST RECOVERY FEE SCHEDULE**

1. Equipment

- 1.1. All equipment will be billed for minimum of 1 hour and rounded up to nearest hour.
- 1.2. Ladder Truck - \$350.00 per hour
- 1.3. Pumper Engine - \$250.00 per hour
- 1.4. Pickup Truck, Water Tanker, Grass/Brush Unit, ATV, Boat, Other Responding Machinery and Vehicles - \$100.00 per hour
- 1.5. Special Operations Trailer - \$75.00 flat fee
- 1.6. Small Equipment (e.g. chain saw, vent saw, generator, fan, pump, lighting, etc.) - \$25 per hour

2. Personnel

- 2.1. All personnel costs will be per person per hour for a minimum of 1 hour and rounded up to the nearest hour.
- 2.2. Line staff (Firefighter, Police Officer, etc.) - \$35.00
- 2.3. Command staff (Sergeant, Captain, Lieutenant, Foreman, etc.) - \$40.00
- 2.4. Public Safety Director, Deputy Fire Chief, Deputy Police Chief, Dept. Head - \$45.00

3. Motor Vehicle Incidents

- 3.1. Level I - \$450 plus Equipment and Personnel. Provide hazard assessment, scene safety, incident stabilization, traffic management, and basic incident command. This will be the most common "billing level". This occurs almost every time the City responds to an accident/incident.
- 3.2. Level II - \$550 plus Equipment and Personnel. Includes Level I services as well as hazardous fluid clean up and/or debris cleanup. We will bill at this level if the City has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident. Cost includes 25lbs of speedy dry and/or 50 absorbent pads; additional will be billed extra.
- 3.3. Level III - \$800 plus Equipment and Personnel. Includes Level I and II services as well as vehicle stabilization and/or lifting using specialized equipment, which can include, but is not limited to, any of the following: blocking wheels, removing air from wheels, and/or using any cribbing/struts/chains/rope/come-a-long/winch.
- 3.4. Vehicle Fire - \$750 plus Equipment and Personnel. Includes Level I and II services as well as fire suppression. Level III services (besides blocking wheels) would be an additional \$250. Using saws or hydraulic tools to access engine compartment, passenger compartment, or storage areas (if not able to open freely) for the purpose of extinguishment or overhaul will be an additional \$250. Firefighting foam beyond 5 gallons would be extra.

4. Hazmat Incidents

- 4.1. Level I - \$450 plus Equipment and Personnel. Provide engine response, first responder assignment, set-up and command, perimeter establishment, evacuations.
- 4.2. Level II - \$2,000 plus Equipment and Personnel. Includes Level I services as well as hazmat certified team and appropriate equipment, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center.
- 4.3. Level III - \$4,000 plus Equipment and Personnel. Includes Level I and II services as well as robot deployment, recovery and identification of material, disposal and environment clean up.

5. Illegal Fires

- 5.1. When a fire is started intentionally/illegally by any person or persons, including where a permit is required for such a fire and the permit was not obtained, and the City is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed a \$450 mobilization fee plus the Equipment and Personnel expenses incurred by the City as well as the cost of any consumable items and third-party services required.

6. Miscellaneous Public Safety Incidents

- 6.1. When emergency response is required for an incident not covered in Sections 3, 4, or 5 above, the responsible party will be liable for the response at a cost not to exceed a \$450 mobilization fee plus the Equipment and Personnel expenses incurred by the City as well as the cost of any consumable items and third-party services required.

7. Add-on services

- 7.1. Extrication - \$1,000 flat fee. This charge will be added if the City has to free/remove anyone from the vehicle(s) using any hydraulic rescue tools or saws. This includes but is not limited to opening an inoperable door, removing a door, removing the roof, cutting any part of the vehicle including glass, dash displacement/roll, seat removal, and pedal removal.
- 7.2. Technical Rescue - \$250 per hour. This charge will be added if the incident response requires the use of specialized rescue equipment including stabilization struts, airbags, ropes, rescue hardware, a litter, confined space equipment, etc.
- 7.3. Landing Zone - \$400 flat fee. We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).
- 7.4. Third-party good and services - at cost. The City will bill for the cost of any third-party goods or services required to respond to an incident.



Levant Fire Department

"Home of Spark Pug"

3917 Union St. Levant, Me 04456

884-7574

www.Levantpublicsafety.net

Levant Fire Billing Policy

This policy is adopted pursuant to municipal home rule ordinance authority and title 30-A M.R.S.A Section 301.

The following service will be billed for when provided by Levant Fire Department.

Hazmat incidents

Traffic Control at Motor Vehicle Accidents

Debris Cleanup at Motor Vehicle Accidents

Extrication/Use of JAWS

Vehicle Fire Suppression

Response to other town as primary when no other town apparatus responds.

The town of Levant Board members will review and adopt fee schedules mentioned below yearly, and authorize Central Maine Cost Recovery to perform third party billing for the town of Levant.

The following fee schedules will be put in place effective 10/1/19-

\$200 Flat fee for all responses, minimum of 1 hour for all personnel and apparatus, and ½ hour increments there after.

Personnel Fees-

Chief-\$30 per hour

Other Officers- \$25 per hour

Firefighters-\$20 per hour

Apparatus Fees

Engine Response- \$275 per hour

Brush Truck Response- \$100 per hour

Rescue Truck Response-\$200 per hour

Jaws Use \$750 per hour

False Alarm responses to towns outside of Levant-\$100 per incident, fee will increase another \$50 per incident charge thereafter.

Late fee charged to billed incident to begin at 60 days-the fee for late charges will be \$35. Any associated legal fees are the responsibility of at fault party.

Below are the listing of Levan Fire Department's apparatus

-Engine/Tanker 444-Primary Engine and Tanker to all Incidents

-Engine 442- Secondary Engine to all calls/Standby Truck

-Rescue-448 Rescue with Jaws, primary to all Motor Vehicle Accidents

-Brush Truck 446-Primary to all wildland incidents, utility vehicle.



PUBLIC SAFETY ORDINANCE

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Article V. Penalties

ARTICLE I. FIRE PREVENTION

***State law references:** Regulation of open burning, 12 M.S.R.A. §§ 9321-9326.

Sec. 1-1. Codes adopted.

The city hereby adopts under authority of Title 30-A MRSA section 3003, for the purpose of prescribing regulations and governing conditions hazardous to life and property from fire or explosion, those certain codes known as the International Building Code, the latest edition of the Uniform Fire Code (*N.F.P.A. 1*), and the latest edition of the Life Safety Code (*N.F.P.A. 101*), as recommended by the National Fire Protection Association, being the whole thereof, of which codes not less than one (1) copy has been and is now filed in the office of the clerk of the city and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this section shall take effect, the provisions thereof shall be controlling within the limits of the city.

Sec. 1-2. Application and interpretation of codes.

Wherever there appear inconsistent provisions between the Uniform Fire Code and the Life Safety Code, the stricter or more stringent of the provisions shall apply and prevail. The fire chief or his designee, in his discretion, shall determine which of the two (2) provisions is the stricter or more stringent, and the same shall apply.

Sec. 1-3. Power to modify codes; recording required.

The Fire Chief or his designee shall have power to modify any of the provisions of the Uniform Fire Code and Life Safety Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the codes, provided that the spirit of the codes shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Chief or his designee thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

Sec. 1-4. Storage limits of flammable materials above ground.

The limits and above ground storage practices of flammable/combustible liquids or gases shall be made compliant to appropriate Code regulations. In addition, the locations of above ground storage shall be subject to the Zoning Ordinances of the City of Waterville.

Sec. 1-5. Placement of dumpsters.

Any dumpster must be placed at least twenty (20) feet from any surrounding building, unless the owner of the dumpster obtains a permit from the fire chief or his designee. Such permit shall be granted if the proposed location of the dumpster does not present a fire danger to surrounding buildings.

Sec. 1-6. Unauthorized use of dumpster.

No one may place garbage or trash in a privately-owned waste receptacle without the express permission of the owner. No one may place garbage or trash gathered from a residence or place of business in a publicly-owned waste receptacle.

Cross references: Solid Waste Ordinance of the City of Waterville.

Sec. 1-7. Cost Recovery Billing Authorized:

Any person and/or business who shall receive fire department services requested by such person or on behalf of such person by any other person acting in good faith and in the interest of the health or safety of such service shall pay to the City of Waterville a fee for services in accordance with Section 1-12 of this ordinance.

Sec. 1-8. Billable Costs Associated with Personnel and Apparatus:

- Response to fire permit violations;
- Response to a hazardous materials incident;
- Response to a vehicle crash and/or vehicle fire;
- Response to an aircraft crash and/or aircraft fire;
- Response to false fire and/or sprinkler alarms;
- Response to a water related emergencies;
- Standby for utility lines in the roadway;
- Any other incident as determined by the Fire Chief.

Sec. 1-9. Cost Recovery Billing

The City shall use a third-party billing agency for claims made to insurance companies as provided by law and shall add other type incidents as allowed by law.

Sec. 1-10. Denial of Services:

Fire Department services shall not be denied to or withheld from any entity because of lack of insurance or refusal of payment.

Sec. 1-11. Cost Recovery Billing Rates & Fees:

The City Manager with assistance from the Fire Chief shall be responsible for presenting recommendations of a fee schedule to the City Council. Such fee schedule is to be amended from time to time by majority vote of the Waterville City Council.

Sec. 1-12. Revenues:

All revenues received shall be placed in the Fire Rescue Reserve Account to the accounts limit of \$150,000.00 as set by the City Council. Any amount received above this limit shall be placed in City of Waterville General Fund or as directed by the Waterville City Council.

Sec. 1-13. Emergency Medical Services:

Section 1-7. through Section 1-13 of this ordinance does not pertain to emergency medical services billing or response.

ARTICLE II. POLICE

Sec. 2-1. Removal of nuisances, obstructions, impediments, inflammable matter from public ways.

The police chief or his officers shall, from time to time, inspect the streets of the city and shall order the removal or cause to be removed therefrom all nuisances, obstructions, impediments and matter which may be dangerous on account of liability to catch fire. Such removal shall be at the expense of the person depositing the same, should he be known, otherwise at the expense of

the city. The owner or occupant of premises so ordered to remove such matter shall obey the order within twenty-four (24) hours.

Sec. 2-2. Delegation of municipal officers' power to the chief of police to authorize law enforcement officers to represent the municipality in the District Court, District Seven, Division of Northern Kennebec.

In accordance with the authority granted in 30 M.R.S.A. section 2361, subsection 3, the City Council does hereby delegate its power to the Chief of Police to authorize certain law enforcement officers to represent the City in District Court, District Seven, Division of Northern Kennebec, in the prosecution of alleged violations of ordinances which the officers may enforce.

Only those law enforcement officers who are certified by the Maine Criminal Justice Academy under 25 M.R.S.A. section 2308, subsection 3-A may represent the City of Waterville under the provisions of this section 20-7. The authority and assignment of law enforcement officers hereunder shall be the responsibility of the Chief of Police or the Deputy Chief of Police. The city solicitor shall be provided at least seven (7) days prior to hearing with a listing of all docketed matters citing the specific ordinances involved.

Sec. 2-3. Police officers subject to call; report.

The police officers shall at all times, either by day or night, be subject to be called upon by the Chief of Police or his designee to assist in quelling any riot or disturbance or arresting any offenders, or to perform any other duties of policemen that may be required of them, and they shall daily report all arrests and other acts performed by them to the chief of police.

Sec. 2-4. Permission to perform certain acts outside city limits.

Waterville Police Officers are authorized to perform the following acts outside the city limits:

- a. Arrest without a warrant a person who has committed in the officer's presence or is committing in the officer's presence a Class A, B, or C crime defined in Title 17-A chapters 9, 11, 13, 17, 27, or 33, as amended, while the officer is on or off duty; or
- b. Arrest without a warrant a person for a crime committed in the city:
 - (1) If the arrest is made as part of an ongoing criminal investigation made by an officer while on duty and assigned to the investigation;
 - (2) If the law enforcement agency of a foreign municipality in which the arrest is to be made is notified in advance; and
 - (3) If the arrest is authorized by Title 17-A, section 15, subsection 1, paragraph A, as amended.

As used in this section, the phrase "committed in the officer's presence or is committing in the officer's presence" has the same meaning as provided in Title 17-A, section 15, subsection 2, as amended.

ARTICLE III. PUBLIC ASSEMBLIES

Sec. 3-1. Meetings involving fewer than ten (10) people.

For any meeting on City owned property reasonably expected to involve fewer than ten (10) people no advance notice to the City need be given.

Sec. 3-2. Meetings involving between ten (10) and fifty (50) people.

For any meeting on City owned property reasonably expected to involve between ten (10) and fifty (50) people advance written notice of the meeting shall be given to the Police Department

and to the Department of Parks and Recreation. The notice shall be given no later than the first announcement of the meeting and shall include the following:

- a. A precise description of the City land to be used.
- b. The type of meeting.
- c. The date, time and duration of the meeting.
- d. Name, address, telephone number and e-mail address (if available) of the organizer of the meeting.

Sec. 3-3. Meetings involving more than fifty (50) people.

For any meeting on City owned property reasonably expected to involve more than fifty (50) people a permit must first be obtained from the chief of police or his designee. The request for a permit must be made no later than the first announcement of the meeting and shall include the information required when notice of a meeting is given. The permit shall be granted but may be subject to time, manner and place restrictions for pedestrian and traffic safety purposes. The permit may also require the provision of temporary sanitation facilities according to the size and duration of the meeting. Regardless of the size of the meeting, the meeting cannot interfere with prior scheduled uses of the same property. Also, the use shall not interfere with the public's right to make reasonable use of city or private property. No damage shall be caused to vegetation, equipment, buildings, fences or other amenities on city or private property.

ARTICLE IV. MISCELLANEOUS OFFENSES

Sec. 4-1. Discharge of firearms.

No person shall discharge any firearms, including air rifles, except in self-defense, in execution of the laws, or for the destruction of some dangerous animal:

- (a) In, upon or over any of the streets, lanes or public squares;
- (b) In, upon or over any privately owned premises without the express permission of the owner of the premises, and unless the firing is directed into a natural or artificial barrier having a sufficient depth and area to stop the missile discharged.

Sec. 4-2. Bow and arrow.

- (a) No person may be on the property of another (including city property) while in the possession of a bow and arrow unless the person is in the presence of the owner, or has the current written permission of the owner, which permission must be carried on the person.
- (b) For city property, permission must be obtained from the director of public works or his designee, who will issue permits limited in time and location according to the needs of public safety.
- (c) This article shall not apply to the transportation of a bow and arrow in a motor vehicle, nor to archery events sponsored by the city or any school or college.

Sec. 4-3. Curfew -- Definitions.

For purposes of sections 4-3--4-3.4, the terms, phrases, words, and their derivations shall have the meaning given herein. All of those rules of construction contained in Article I, Sec. 1-1 of the Administrative Ordinance of the City of Waterville shall be fully applicable to these curfew provisions.

Custodian is any person over the age of eighteen (18) who is acting instead of the parent or guardian of a minor.

Guardian is any person other than the parent who has legal guardianship of a minor.

Minor shall mean any person under the age of sixteen (16).

Parent is the natural or adoptive parent of a minor.

Public place shall mean any street, alley, town way, sidewalk, park area, playground, or place to which the general public has access and right to use such place for business, entertainment, amusement or other lawful purposes, a public place for business, by way of example, but not by limitation, includes parking areas of shopping malls and the Concourse area, and areas adjacent to restaurants and places of amusements.

Sec. 4-3.1. Curfew -- For minors.

It shall be unlawful for any minor to remain, wander, stroll, or play in any public place either on foot or in or on any vehicle, self-propelled or otherwise, in, about, or upon any public place in the city between the hours of 10:00 p.m. and 6:00 a.m. However, the provisions of this section do not apply if a minor is accompanied by a parent, guardian, or custodian of a minor child, or a minor is on an emergency errand or specific business or activity either directed or permitted by the parent, guardian or custodian of the minor or where the presence of such minor is connected with or required by some legitimate employment or occupation.

Sec. 4-3.2. Curfew -- Parents' responsibility.

It shall be unlawful for the parent, guardian or custodian of any minor to suffer or permit, or by negligent or inefficient control to allow, such minor to be in any public place within the hours set for minors in Sec. 4-3.1. However, the provisions of this section do not apply if a minor is accompanied by a parent, guardian, or custodian or if the minor is on an emergency errand or specific business or activity directed or permitted by his parent, guardian, or custodian, or if the parent, guardian, or custodian has notified the police department that the minor is a missing person.

Sec. 4-3.3. Curfew -- Violation; procedures.

- (a) Any police officer ascertaining that a minor is in violation of Sec. 4-3.1 shall direct or take the minor to the minor's home. The police officer shall forthwith attempt to contact with the minor's parents and advise the parent of the curfew violation.
- (b) The police officer shall complete a written report of the violation and detail all action taken.

Sec. 4-3.4. Curfew -- Penalties.

The first violation of the curfew shall result in a notification of violation to the parent, guardian, or custodian. A second violation shall result in a citation and a summons to the parent, guardian, or custodian to the district court for violation of the curfew and shall be subject to a fine of twenty-five dollars (\$25.00). Every violation resulting in a citation and a summons to court after the issuance of the first citation and summons shall carry an additional fine of twenty-five dollars (\$25.00) up to a maximum of one hundred dollars (\$100.00). Thereafter, each citation and summons shall carry a fine of not less than one hundred dollars (\$100.00) to be paid by the parent, guardian or custodian.

Sec. 4-4. Park hours established; use of parks restricted; penalty.

For the purpose of maintaining all public parks in the City, it is hereby enacted that all parks shall be opened to the public every day from 6:00 a.m. to 12:00 midnight, unless otherwise posted by the director of parks and recreation. Any and all persons in the parks at any time other than the designated hours herein shall be considered trespassing and unlawfully on city property and subject to prosecution under this section; provided however, this section shall not apply when a permit allowing for different hours is issued under Article III of this ordinance.

ARTICLE V. PENALTIES

Violation of any of the provisions set forth in this ordinance shall be in accord with the civil penalties provided for in Sec. 2-9 of the Administrative Ordinance of the City of Waterville.

APPROVED

Waterville City Council
Effective: February 3, 2007
(Ordinance 24-2006)

WATERVILLE FIRE DEPARTMENT
Schedule of Fees
Administrative and Operational

1. Operational, Standby, and Special Assessment Fees	
The Department Chief or his/her representative shall be responsible for issuance of permits, invoices and/or agreements regarding operational costs assessed to public or private enterprises. This may include private fire hydrant testing, mutual aid costs, restitution, standby firefighters, officers and equipment, including emergency response and suppression costs and standby fees. These fees or costs will be assessed at the following rates:	
a. Firefighter/EMT, Firefighter/AEMT, Firefighter/Paramedic – per hour, or any portion of an hour	\$40.00
b. Fire Officers– per hour, or any portion of an hour	\$45.00
c. Equipment	
Small equipment, generators, pumps, lighting, etc. – per hour, or any portion of an hour.	\$25.00
Pumper under 1000 GPM, ambulances, medical rescue vehicles or other special equipment such as water tankers, utility units, grass/brush units, support units, etc. – per hour, or any portion of an hour.	\$100.00
Pumper 1000 GPM or over – per hour, or any portion of an hour	\$250.00
Hazmat apparatus, Tower Truck, etc. or any other special equipment or apparatus not already specified (support trailers are included in cost) – per hour, or any portion of an hour.	\$350.00
Personally Owned Vehicles – per vehicle	\$50.00
2. Minimum Fees	
a. If a schedule standby crew is cancelled after arriving at an event, there shall be a fee assessed equal to two hours for personnel and one hour for apparatus.	
b. If a scheduled event runs short of the original scheduled time, there shall be a minimum charge of two hours for each crew member or the actual time at the event, whichever is greater. The apparatus will be billed for the actual time at the event.	
c. If an event is scheduled less than seven days prior to the event, personnel fees shall be charged at 1.5 times the hourly rate. The apparatus fees will be charged at the regular rate.	
d. The responsible officer may waive, decrease, or increase fees and costs depending on the use and/or activity and Fire Code requirements.	

3. Automobile and Equipment Accident/Extrication Fees	
The Waterville Fire Department may charge for vehicle extrication fees for motor vehicle accidents involving private passenger vehicles and large commercial vehicles unless Item 7 below applies. These fees shall be billed to the automobile insurance companies on behalf of the accident victim.	
a. Fire suppression – minimum fee. Beyond one hour, operational fees apply.	
b. Removal of the roof	\$450.00
c. Rolling of the dash or cutting of structural posts	\$250.00
d. Tunneling, floor pan cutting	\$250.00
e. Removal of each door, the steering column, brake, or clutch pedal	\$250.00
f. Stabilization, cribbing of the vehicle	\$150.00
g. Battery disconnect	\$150.00
h. Stopping flow of, damming, diking, or general cleanup of hazardous substances	\$25.00
i. Creating a helicopter landing zone	\$200.00
	\$400.00
4. Haz-Mat Response Fees	
Level 1- Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command. WFD considers this response a "Forward Team."	
Level 2- Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center. Consumable items are additional cost.	\$750.00
Level 3- Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time. Each additional hour will be billed at \$500.00 per hour or any portion of an hour. Consumable items are additional cost.	\$2750.00
	\$6750.00
5. Technical Rescue Response/Standby	
The Waterville Fire Department may charge for responses that involve the use of specialized rescue equipment including stabilization struts, airbags, ropes, rescue hardware, a liter, confined space equipment, boats, jet skis or other equipment as determined by the Fire Chief.	
a. Use of equipment during scheduled standby – per hour (item 4 costs apply)	\$50.00
b. Use of technical rescue equipment during emergency response – per hour	\$250.00