



Town of Hermon

Public Safety Meeting Room

April 10, 2025

Town Council Meeting

6:30 PM

AGENDA

To watch Council Meetings go to hermonmaine.gov click Council click Town Council Meetings click Zoom

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

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

**I. CALL TO ORDER BY CHAIRPERSON:**

**II. PLEDGE OF ALLEGIANCE:**

**III. ROLL CALL:**

**IV. PUBLIC ITEMS OR COMMENTS\*: *(ITEMS NOT ALREADY ON THE AGENDA)***

\*This is an opportunity for members of the public to comment on non-agenda items, contribute information that may be of interest to the Town Council or ask clarifying questions. Please wait to be recognized and identify yourself before speaking. This is not the time to register complaints or promote a personal agenda. Please remember that you may not identify any person by name or job function.

**V. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, AND APPROVAL OF MINUTES:**

<b>MINUTES</b>	<b>-APPROVE</b>	<b>3/13/2025, 4/3/2025</b>
<b>SIGNATURES</b>	<b>-APPROVE</b>	<b>Quitclaim M/L 041-091-000 # 1098</b>
		<b>Quitclaim M/L 050-021-000 # 1356</b>
<b>RESOLVES</b>	<b>-SIGN</b>	
<b>WARRANTS</b>	<b>-SIGN</b>	<b>3/28/2025 &amp; 4/11/2025</b>



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

**Peter J Hall CPA LLC: 2023-2024 Audit update**

**VII. PUBLIC HEARINGS:**

- **Hold Public Hearing – Accessory Dwelling Units (ADU) Moratorium Ordinance**

**VIII. COMMITTEE REPORTS:**

**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD or INCOMPLETE BUSINESS:**

**B. NEW BUSINESS:**

**O24-25-14** Consider enacting an ordinance to the Hermon Code of Ordinances titled “Accessory Dwelling Units (ADU) Moratorium Ordinance”.

**R24-25-26** Consider scheduling a public hearing on May 8, 2025 regarding dangerous buildings

**FR24-25-18** Consider authorizing Advanced Life Support (ALS) billing service for Hermon Fire

**FR24-25-19** Consider amending FR21-22-06 to change the source of funds from HERM07 School Repair Reserve to HERM06 Public Works and Road Reserve Account

**Order** Consider granting an additional extension to Hermon MHP LLC (Rudman Winchell to draft)

**C. WORKSHOPS:**

- **Minutes of Meetings, Boards & committees: Electronic Records System – Stephen Fields**
- **Purchasing policy – Stephen Fields**
- **Draft warrant – Stephen Fields**

**D. OTHER ITEMS: (FROM TABLE PACKAGE)**

**X. APPOINTMENTS:**



**XI. MANAGER STATUS REPORT:**

**XII. FINAL PUBLIC ITEMS OR COMMENT\*: (*ITEMS NOT ALREADY ON THE AGENDA*)**

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**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

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



**Town of Hermon**  
**Public Safety Meeting Room**  
**March 13, 2025**  
**Town Council Meeting**  
**6:30 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 Snyder led those in attendance in the Pledge of Allegiance

**III. ROLL CALL:**

**Members Present:** Joshua Berry, Richard Cyr, Christopher Gray, Terry Hamm-Morris, John Snyder III and Derek Wood

**Members Absent:** Ronald Murphy - excused

**Others Present:** Town Manager Stephen Fields, Town Clerk Kristen Cushman,  
27 residents/guests

**IV. PUBLIC ITEMS OR COMMENTS\*: (*ITEMS NOT ALREADY ON THE AGENDA*)**

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- **Steven Thomas, 585 Blackstream Rd**



**V. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, AND APPROVAL OF MINUTES:**

- **Resignation of Greg Newell from the Planning Board**

<b>MINUTES</b>	<b>-APPROVE</b>	<b>2-13-2025</b>
<b>SIGNATURES</b>	<b>-APPROVE</b>	<b>Quitclaim M/L 025-131-000T # 2965</b>
		<b>Quitclaim M/L 004-011-000 # 19</b>
<b>RESOLVES</b>	<b>-SIGN</b>	<b>1-31-2025 &amp; 2-14-2025</b>
<b>WARRANTS</b>	<b>-SIGN</b>	

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

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

**VII. PUBLIC HEARINGS:**

**VIII. COMMITTEE REPORTS:**

**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD or INCOMPLETE BUSINESS:**

**B. NEW BUSINESS:**

**R24-25-24 Consider scheduling:**

- June 10, 2025 Secret ballot Election for Municipal and School
- June 12, 2025 Annual Town meeting to vote on budget warrant articles
- November 4, 2025 State Election

**Councilor Hamm-Morris moved to approve R24-25-24. Councilor Wood seconded the motion. The motion was accepted. Motion passes 6-0.**

**R24-25-25 Consider accepting revisions of the Planning Board by laws changes**

**Councilor Wood moved to approve R24-25-25. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 6-0.**



FR24-25-17 Consider awarding the FY26 – FY31 Sweeping Contract

Councilor Wood moved to approve R24-25-17. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 6-0.

**C. WORKSHOPS:**

- Northern Light Advanced Life Support (ALS) Backup Billing Contract - Cody Sullivan
- FY2026 Draft Municipal budget – Stephen Fields
- FY2026 Draft School budget – David Walker

**D. OTHER ITEMS: (FROM TABLE PACKAGE)**

**X. APPOINTMENTS:**

**XI. MANAGER STATUS REPORT:**

Winter is still hanging around, despite the nice recent weather. Be cautious on when the next snowfall occurs as the spring snows are heavier than normal and with driving.

Spring is slowly coming. The Transfer Station will open for the season on Saturday, April 26<sup>th</sup>.

Nomination papers for Town Council and School Committee are now available at the Town Office.

The recreation staff appreciate your understanding as the team pivoted on changing the Daughter Dance date. The event was a success. Visit the Recreation Facebook and website for upcoming events.

Our Fire Department continues to provide excellent service to the community. Public Works staff is working with contractors in pothole maintenance and spring preparation. If you have any questions about trash or pothole notifications, please reach out to Nick Haggerty.

Thank you to the Deputy Clerks for the past few weeks as the team was tasked with additional projects while maintaining current duties and collecting payments.

Thank you to the residents and businesses of a great little town in the heart of Maine to live, work and play. May you all continue to take care of each other and stay safe.



**XII. FINAL PUBLIC ITEMS OR COMMENT\*: (ITEMS NOT ALREADY ON THE AGENDA)**

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- **Steven Thomas, 585 Blackstream Rd**
- **Tony Reynolds, Route 2**

**XIII. COUNCIL ITEMS:**

**Josh Berry: Asked Manager Fields to go over the timeline leading up to Annual Town Meeting.**

**Terry Hamm-Morris: Thanked all who attended tonight's meeting.**

**Chris Gray: Thanked Mr. David Walker for all the hard work he has put into the budget in such a short time from January 6, 2025 to March 31, 2025. It's obviously a reflection or 49 years of hard work and I appreciate it.**

**John Snyder III: Thanked everyone who worked on all the budgets. Mr. Walker did quite the job getting thrown into it on January 6, 2025. Mr. Fields for working on our and revamping things, appreciate it.**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

**Councilor Gray moved to adjourn the meeting at 8:41 PM. Councilor Hamm-Morris seconded. With no objection the meeting was adjourned at 8:41 PM.**

**Respectfully Submitted,**

**Kristen Cushman, Town Clerk**

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Town of Hermon

Public Safety Meeting Room

April 3, 2025

Special Town Council Meeting

6:30 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 Snyder led those in attendance in the Pledge of Allegiance

**III. ROLL CALL:**

**Members Present:** Joshua Berry, Richard Cyr, Christopher Gray, Terry Hamm-Morris, Ronald Murphy, John Snyder III and Derek Wood

**Members Absent:** None

**Others Present:** Town Manager Stephen Fields, Town Clerk Kristen Cushman,  
7 residents/guests

**IV. SCHEDULED AGENDA ITEMS:**

**A. WORKSHOPS:**

- **School and Municipal Budget – Stephen Fields, Town Manager**

**Council gave recommendations to Stephen Fields on where they would like budget reductions.**





**V. ADJOURNMENT:**

**Councilor Murphy moved to adjourn the meeting at 7:14 PM. Councilor Wood seconded. With no objection the meeting was adjourned at 7:14 PM.**

**Respectfully Submitted,**

**Kristen Cushman, Town Clerk**

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

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**MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**

The **TOWN OF HERMON**, a Municipal corporation located in Penobscot County, Maine, in consideration of taxes and costs due, releases to **Bart, William E** with the address of **123 Wendy Acres Drive** Penobscot County, Maine, the real estate located in Hermon, Penobscot County, State of Maine, described as follows:

Designated as **Map/Lot 041-091-000 Account 1098** on the Tax Maps of the Town of Hermon prepared by the Hermon Assessor’s Office dated January 2018 on file at the Town of Hermon municipal office.

The purpose of this Deed is to release any interest the Grantor may have by virtue of undischarged tax liens filed in the name of to **Bart, William E** at the Penobscot Registry as:

	<b>Year</b>	<b>Book</b>	<b>Page</b>
<b>Lien:</b>	2022	16921	147

**EXCEPTING AND RESERVING** all interests of the Municipality of Hermon in and to the above-described premises arising by virtue of undischarged tax liens for tax years subsequent to Tax Year **2022**.

The said Inhabitants of the Municipality of Hermon have caused this instrument to be signed in its corporate name by Chair John Snyder III, Vice-Chair Ronald Murphy, Richard Cyr, Derek Wood, Christopher Gray, Josh Berry, Terry Hamm-Morris its Municipal Officers duly authorized, this **10<sup>th</sup> day of April 2025**.

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

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

\_\_\_\_\_  
**Ronald Murphy, Vice-Chair**

\_\_\_\_\_  
**Josh Berry**

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

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

\_\_\_\_\_  
**Terry Hamm-Morris**

**ACKNOWLEDGMENT**

State of Maine  
Penobscot County, ss.

Then personally appeared before me the above named in their capacity as Chair John Snyder III, Vice-Chair Ronald Murphy, Richard Cyr, Derek Wood, Christopher Gray, Josh Berry, Terry Hamm-Morris, its Municipal Officers for the Town of Hermon, Maine and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Town of Hermon.

Dated: April 10<sup>th</sup>, 2025 Before me, \_\_\_\_\_  
Notary Public

**MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS**

The **TOWN OF HERMON**, a Municipal corporation located in Penobscot County, Maine, in consideration of taxes and costs due, releases to **Pray, Marlene B** with the address of **2292 Union Street** Penobscot County, Maine, the real estate located in Hermon, Penobscot County, State of Maine, described as follows:

Designated as **Map/Lot 050-021-000 Account 1356** on the Tax Maps of the Town of Hermon prepared by the Hermon Assessor’s Office dated January 2018 on file at the Town of Hermon municipal office.

The purpose of this Deed is to release any interest the Grantor may have by virtue of undischarged tax liens filed in the name of to **Pray, Marlene B / Campbell, Brock** at the Penobscot Registry as:

	<b>Year</b>	<b>Book</b>	<b>Page</b>
<b>Lien:</b>	2022	16921	206

**EXCEPTING AND RESERVING** all interests of the Municipality of Hermon in and to the above-described premises arising by virtue of undischarged tax liens for tax years subsequent to Tax Year **2022**.

The said Inhabitants of the Municipality of Hermon have caused this instrument to be signed in its corporate name by Chair John Snyer III, Vice-Chair Ronald Murphy, Richard Cyr, Derek Wood, Christopher Gray, Josh Berry, Terry Hamm-Morris its Municipal Officers duly authorized, this **10<sup>th</sup> day of April 2025**.

\_\_\_\_\_  
**John Snyer III, Chair**

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

\_\_\_\_\_  
**Ronald Murphy, Vice-Chair**

\_\_\_\_\_  
**Josh Berry**

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

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

\_\_\_\_\_  
**Terry Hamm-Morris**

**ACKNOWLEDGMENT**

State of Maine  
Penobscot County, ss.

Then personally appeared before me the above named in their capacity as Chair John Snyer III, Vice-Chair Ronald Murphy, Richard Cyr, Derek Wood, Christopher Gray, Josh Berry, Terry Hamm-Morris, its Municipal Officers for the Town of Hermon, Maine and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Town of Hermon.

Dated: April 10<sup>th</sup>, 2025 Before me, \_\_\_\_\_  
Notary Public

# **Legal Notices**

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## **PUBLIC HEARING**

By Order of the Hermon Town Council, the following Public Hearing have been scheduled for Thursday, April 10, 2025 at 6:30PM at the Public Safety Meeting Room.

TO CONSIDER comments regarding:

- Moratorium Accessory Dwelling Unit (ADU)

The Public shall be given the right to comment before the Council acts.

Per Order 21-22-02, July 12, 2022

April 1, 2025



**Order 24-25-14**

TOWN OF HERMON

MORATORIUM ORDINANCE

ON

ACCESSORY DWELLING UNITS

The Town of Hermon Council hereby enacts a moratorium ordinance entitled the Accessory Dwelling Unit Moratorium Ordinance as follows:

WHEREAS, area of the Town of Hermon is suddenly faced with the prospect of increased development pressure from Accessory Dwelling Units;

WHEREAS, residents of the Town of Hermon have expressed concerns about such proposed or anticipated developments, including concerns regarding the quality of life, adjacent property values, health and safety, related zoning and land use issues, visual impacts, and environmental impacts;

WHEREAS, without appropriate zoning consideration and development guidelines, the development of Accessory Dwelling Units could pose a threat to the quality of life, adjacent property values, and the health and safety of the Town of Hermon's residents;

WHEREAS, the Town of Hermon seeks to balance these risks with the benefits associated with Accessory Dwelling Units through appropriate regulations;

WHEREAS, the Town of Hermon requires at least 180 days to consider, develop, and implement necessary ordinances and regulations to protect the health, safety, and welfare of the residents of the Town of Hermon; and

WHEREAS, in the judgment of the Town Council, the foregoing facts demonstrate that a moratorium on Accessory Dwelling Units is necessary pursuant to 30-A M.R.S. § 4356(1).

NOW, THEREFORE, the Town of Hermon hereby ordains that the following Accessory Dwelling Unit Moratorium Ordinance be enacted:

I. Authority: This Accessory Dwelling Unit Moratorium Ordinance is enacted pursuant to 30-A M.R.S.A. § 4356; the Town of Hermon's home rule authority pursuant to the Maine Constitution and 30-A M.R.S.A. § 3001; and section 2.13(6) of the Charter of the Town of Hermon.

II. Definitions: The following definition shall be used in the interpretation and construction of this Moratorium Ordinance:

a. Accessory Dwelling Unit: is any dwelling, project, or installation which is intended to or in fact does provide an accessory structure, building or improvement to a property pursuant to P.L. 2021, Ch. 672 (LD 2003).

III. Purpose: The purpose of this Moratorium Ordinance is to allow municipal officials a reasonable time to evaluate the concerns raised in regards to P.L. 2021, Ch. 672 (LD 2003) or proposed Accessory Dwelling Units, to determine the adequacy of existing land use ordinances and regulations, and, if necessary, develop additional ordinances and regulations to provide adequate protection for the property, health, welfare, and safety of the Town of Hermon's residents.

IV. Moratorium on Accessory Dwelling Units: The Town of Hermon hereby declares and imposes a moratorium, prohibiting the development of any and all Accessory Dwelling Units within the Town of Hermon. No person or organization shall develop or construct an Accessory Dwelling Unit within the Town of Hermon.

V. Moratorium on Processing Applications: No official, officer, board, or body of the Town of Hermon, including but not limited to the Code Enforcement Officer, the Planning Board, or the Municipal Officers, shall accept, process, review, deny, approve, authorize, or issue any applications, petitions, plans, permits, licenses, or requests for approval or authorization involving Accessory Dwelling Units development, construction, operation, or use located, in whole or in part, within the Town of Hermon.

VI. Severability: Any provisions of the Town of Hermon's existing ordinances that are inconsistent or conflicting with the provisions of this Moratorium Ordinance are hereby repealed to the extent applicable for the duration of this Moratorium Ordinance. If any section or provision of this Moratorium Ordinance is declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

**VII. Effective Date, Retroactivity & Term:**

a. Pursuant to the Charter of the Town of Hermon, this Moratorium Ordinance shall take effect 30 days after passage by the Town of Hermon Council.

b. Upon its effective date, notwithstanding the provisions of 1 M.R.S. § 302, this Ordinance shall be retroactive and applicable, to the maximum extent permitted by law and subject to the severability clause above, to all filed, pending, or future applications and petitions for Accessory Dwelling Units which have not received all necessary development permits and licenses from the Town of Hermon and all proposed Accessory Dwelling Units that were not fully operational and/or did not have all the required State permits as of June 27th, 2024, the date the Moratorium Ordinance was first proposed and approved by the Town of Hermon Council.

c. Unless, after notice and hearing, the Town of Hermon Council votes to extend it, this Moratorium Ordinance shall remain in full force and effect for 180 days after its enactment, or until a new and revised set of regulations is adopted by the Town of Hermon, whichever shall first occur.

**VIII. Enforcement:** The Municipal Officers are hereby authorized to institute any and all actions, either legal or equitable, that they deem necessary or appropriate to enforce the provisions of this Moratorium Ordinance.

**IX. Civil Penalties:** Any violation of this Moratorium Ordinance is subject to an enforcement action under Any violation of this Moratorium Ordinance constitutes a nuisance. Each day of violation shall constitute a separate offense. All civil penalties shall inure to the benefit of the Town of Hermon.

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SIGNED THIS 10th day of April 2025, BY THE MUNICIPAL OFFICERS:

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

\_\_\_\_\_  
**Ronald Murphy, Vice Chair**

\_\_\_\_\_  
**Joshua Berry**

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

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

\_\_\_\_\_  
**Terry Hamm-Morris**

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

**April 10, 2025**

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_



**R24-25-26**

Be it resolved by the Hermon Town Council in Town Council assembled to schedule a public hearing on April 10, 2025 for one (1) dangerous building.

\_\_\_\_\_  
SIGNED this April 10, 2025 by the Hermon Town Council:

\_\_\_\_\_  
John Snyder III, Chair

\_\_\_\_\_  
Ronald Murphy, Vice Chair

\_\_\_\_\_  
Joshua Berry

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

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

\_\_\_\_\_  
Terry Hamm-Morris

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_





**FR24-25-18**

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager, Stephen Fields or his designee on behalf of the Town of Hermon to sign and execute the contract with Northern Light Transport for the provision of Advance Life Support billing and coding services, in accordance with the terms and conditions set forth in the proposal.

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SIGNED this April 10, 2025, by the Hermon Town Council:

\_\_\_\_\_  
John Snyder III, Chair

\_\_\_\_\_  
Ronald Murphy, Vice Chair

\_\_\_\_\_  
Joshua Berry

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

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

\_\_\_\_\_  
Terry Hamm-Morris

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

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

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_

## **AMBULANCE CODING AND BILLING AGREEMENT**

This **Ambulance Coding and Billing Agreement** (the “Agreement”) is made and entered into effective as of the date of last signature below (the “Effective Date”), by and between **Northern Light Medical Transport d/b/a Northern Light Medical Transport and Emergency Care**, a Maine nonprofit corporation having a place of business in Bangor, Maine (“Contractor”), and the **Town of Hermon**, a Maine municipality located in Penobscot County, Maine (“Client”).

**WHEREAS**, Client requires a coding and billing service to code and bill for Advanced Life Support (“ALS”) services and anticipates requiring a coding and billing service for ambulance transportation services; and

**WHEREAS**, Contractor is qualified to provide those services; and

**WHEREAS**, Client desires to engage Contractor to perform such coding and billing services as hereinafter set forth; and

**WHEREAS**, it is the joint goal of Client and Contractor to enter into a professional relationship consistent with legal, regulatory, accreditation and other applicable requirements:

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the parties as follows:

### **I. SCOPE OF DUTIES**

Contractor hereby agrees to provide coding and billing services for Client’s ALS and, if applicable, ambulance transportation services (the “Services”) during the term of this Agreement as mutually agreed upon between Client and Contractor. No employee of Contractor will have authority of signature or access to Client’s bank accounts.

**1.1 Responsibilities of Contractor.** Contractor is responsible for the provision of the Services for Client in accordance with all applicable laws, rules and regulations as published by CMS or others, and applicable regulatory agencies. Without limiting the generality of the foregoing, the Contractor’s Services shall include, as applicable:

- a. Submission of claims to appropriate payors in a timely manner;
- b. Resubmission and appeal of claims denials as appropriate;
- c. Maintenance of a billing compliance program;
- d. Assignment of a designated compliance officer;
- e. Maintenance of policies and procedures as they relate to the billing process;
- f. Custom designed self-pay invoices, which will be mailed at increments as designated by Client;
- g. Provision of reports to collections agency as designated by Client;
- h. Provision of month-end and fiscal year-end reports to Client, detailing accounts receivable activity and overall billing performance;
- i. Setup and maintenance of electronic submission software;
- j. A dedicated phone number for patients to call, which will be answered during regular business hours; and
- k. Protection of the privacy and security of all Protected Health Information (PHI) and Protected Personal Information (PPI) provided by Client to Contractor to perform its Services.

**1.2 Responsibilities of Client.** Client is responsible for making available the following information / documents available to Contractor for each claim to be coded and billed by Contractor, as applicable:

- a. Evidence of its good standing and full enrollment in governmental and private payors throughout the term of this Agreement, including, but not limited to, Medicare, MaineCare, and Tricare;
- b. Physical or electronic access to patient care reports as soon as practicable after completion of patient care;
- c. Certification of medical necessity statements where required by Centers for Medicaid and Medicare Services ("CMS") and third party payors;
- d. Patient demographic and insurance information provided directly by the patient or the facility to which the patient was transported;
- e. Additional medical records as required or requested by payors for the processing of claims information;
- f. Any and all master charge sheets, payor contracts and any changes made to these contracts throughout the term of this Agreement;
- g. Copies of all service and vehicle licenses;
- h. Legible and complete trip reports with patient name, mailing address, services rendered, loaded mileage, date of birth, documented reason for trip, necessity of ambulance service, and treatment rendered to the patient;
- i. Obtain all necessary signatures of patients, patient representatives, physicians or their designees that are required for claim submission;
- j. Obtain any available identification numbers or policy information from governmental health plans, commercial health insurance, or other third party billing information for each trip report; provide copies of all Explanation of Benefits forms received from third party payors, as well as records of payments received directly from payors; claims received by Contractor without the above information will be returned to Client for completion prior to claim submission; and
- k. Maintenance of log and medical director correspondence for all denied claims and adjudicated claims and forward same to Contractor's billing office for claims resolution.

**1.3 Client Acknowledgement; Representations and Warranties.** Client acknowledges and agrees that it shall be responsible for ensuring that Contractor is provided with all necessary records and information from which to code and bill claims on behalf of Client and Client shall reasonably cooperate with Contractor as may be necessary to permit Contractor to perform its duties hereunder. Client represents and warrants that all information provided to Contractor hereunder which is necessary for Contractor to perform the Services hereunder shall be true, accurate and complete, and that the services rendered by Client were medically necessary. Client acknowledges that it is solely responsible for any claim payment, denial, correction, adjustment or repayment action, regardless of reason for cause. If any investigation is initiated or any action is brought by any individual, entity, third party payor or regulator regarding any of the claims coded and/or filed by Contractor on behalf of Client, Client agrees to fully cooperate in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed. Client shall indemnify, defend and hold harmless Contractor and its employees, agents, and insurers (including the trustee of any self-insurance fund) harmless from and against any claims related to Client's acts and omissions, regardless of intent.

**1.4 Payor Credentialing and Enrollment.** Client acknowledges and agrees that it shall be (1) the provider of the ALS and ambulance transportation services, as applicable, and (2) solely responsible for Client's credentialing, enrollment, and participation with all third party payors. Contractor agrees to assist Client in completing enrollment forms with third party payors as requested by Client.

**1.5 Contractor Qualifications.** Contractor agrees to provide the Services hereunder in accordance with applicable industry standards of practice, including but not limited to the standards adopted by the National Association of Ambulance Coders and payor-specific billing and coding rules.

## **II. STANDARD OF PERFORMANCE**

**2.1 Client Policy.** Contractor shall carry out all duties hereunder in accordance with the policies of Client and in accordance with all professional and business standards for the provision of ambulance billing services. Contractor may exercise reasonable professional and business discretion not inconsistent with the requirements of this provision.

**2.2 Compliance with Law and Policy.** Contractor, its employees, agents and subcontractors who perform the Services hereunder shall comply with all applicable federal and state laws and regulations in the performance of this Agreement.

## **III. INDEPENDENT CONTRACTOR**

The parties shall at all times be acting and performing as independent contractors. Each party has the responsibility of paying its employees as required by law (including payment of social security taxes, workers compensation, unemployment compensation, and employee benefits, including the provision of health insurance) and generally determining any and all appropriate forms of compensation and fringe benefits, employment, evaluation, discipline and, except as specified herein, qualifications for its employees. Contractor shall advise each employee of his/her status as an employee of Contractor. Each party shall indemnify, defend and hold the other party, its employees, agents, and insurers (including the trustee of any self-insurance fund) harmless of and from any and all injury, loss, damage, claims and expenses whatsoever (including without limitation judgments, fines, and attorney fees and settlements reasonably incurred) arising out of or in connection with the indemnifying party's compensation of and legal duties to its employees.

## **IV. COMPENSATION**

Client shall compensate Contractor a one-time flat fee of \$1,500 upon execution of this Agreement, and thereafter at the rate of \$25.00 per claim that is submitted on Client's behalf, to cover the costs of all associated fees and expenses related to providing billing services, including, but not limited to, software, personnel, postage and claim follow-up. Contractor will submit monthly invoices to Client. Payment in full shall be remitted to Contractor within thirty (30) days of the date or receipt of the invoice. Any overdue payments shall bear interest at a rate of one and one-half percent (1.5%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). Contractor reserves the right to temporarily suspend (until all due fees have been received by Contractor) or terminate this Agreement based on failure to timely pay the invoice. Client's failure to timely pay the compensation described herein shall constitute a material breach of this Agreement.

## **V. AMENDMENT OF AGREEMENT**

This Agreement is at all times subject to applicable state, local and federal laws including, but not limited to, the Social Security Act, the rules, regulations, and policies of the United States Department of Health and Human Services, all public health and safety provisions of state law, and regulations of the Maine Department of Health and Human Services. This Agreement is subject to amendments in such laws and regulations and to new legislation. In the event that any such amendment substantially modifies any term of this Agreement or causes one or both parties to be in violation of law, the parties shall in good faith exercise their best efforts to modify the terms of this Agreement consistent with such amendments in order to carry out its purposes. In the event that the parties fail to reach agreement to modify this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other. Any other matters of agreement contained herein, unrelated to changes in federal, state or local laws or regulations, may be altered only in writing signed by both parties.

## **VI. ACCESS TO BOOKS AND RECORDS**

Pursuant to 42 U.S.C. §1395 x(v)(1)(I), Contractor agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Contractor shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services or to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any books, documents and records of Contractor that are necessary to certify the nature and extent of the cost of the services provided hereunder; and if Contractor carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve month period with a related organization, such subcontract shall contain a similar clause.

Any correspondence, filings, notices or other document sent to the Attorney General of any state or any Federal Agency or the Solicitor General or Attorney General of the United States concerning the Services shall be filed concurrently with Client.

## **VII. TERM AND TERMINATION**

The term of this Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year; thereafter, this Agreement shall automatically renew for successive one-year terms, unless either party provides the other party with thirty (30) days' advance written notice of its intent to terminate this Agreement at any time.

This Agreement may be terminated by Client at any time for failure to perform duties hereunder or for conduct of Contractor which is determined by Client to be disruptive or detrimental to Client. Before terminating this Agreement for any of the reasons set forth in this paragraph, Client shall give Contractor written notice of its intent to terminate, which notice shall afford Contractor ten (10) days to remedy the situation at issue.

This Agreement may be terminated by either party at any time and without notice if: (a) the other party is adjudged bankrupt or insolvent, which judgment remains in effect for a period of ninety (90) days; or (b) the other party consents to the institution of bankruptcy or insolvency proceedings against itself, or files a petition or answer or consent seeking reorganization or relief from creditors under federal or state law or consents to the filing of any such petition or to the appointment of a receiver, liquidator, assignee or trustee of the other party or of any substantial part of the other party's property or the making of an assignment for benefit of creditors or admits an inability to pay

debts as they come due; or (c) the other party is liquidated or dissolved, or initiates proceedings to liquidate or dissolve.

This Agreement may be terminated by Client at any time and without notice if Contractor or any employee of Contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

#### **VIII. LIABILITY INSURANCE**

Contractor shall maintain general liability insurance in the minimum amount of \$1/\$3 million, and professional liability insurance in the minimum amount of \$2/\$4 million, for itself and its employees. Client shall maintain professional and/or general liability insurance and worker's compensation coverage for itself and its employees in the amounts acceptable to Contractor, not to exceed amounts for which Client could be held liable under the Maine Tort Claims Act.

A current certificate of insurance shall be furnished to the other party, which shall be notified by the insurer in the event of cancellation or non-renewal of any such professional liability insurance. Certificates of insurance to Contractor should be emailed to [certificatesofinsurance@northernlight.org](mailto:certificatesofinsurance@northernlight.org).

Each party shall notify the other party of any and all incidents, untoward occurrences, or claims made arising out of its Services hereunder. The parties shall cooperate in any investigation of claims or incidents to the extent that doing so does not jeopardize a party's own professional liability insurance coverage.

#### **IX. LIMITATION OF LIABILITY; INDEMNIFICATION**

Client expressly acknowledges and agrees that Contractor's liability to Client under this Agreement shall be limited to the amount having then actually been paid by Client to Contractor during the then-current term of this Agreement. Notwithstanding the foregoing, Client agrees that in no event shall Contractor be responsible or liable for any consequential, incidental, punitive, special, indirect, exemplary, or loss-of-profit damages. Client hereby agrees to indemnify, defend and hold Contractor and its employees, agents, and insurers (including the trustee of any self-insurance fund) harmless from and against any and all injury, loss, liability, claims, causes of action, damages, fines, assessments, penalties, costs (including reasonable attorneys' fees) and responsibility of any kind arising out of or in connection with anything done or omitted to be done negligently in carrying out its obligations hereunder by Client, or any employee or agent thereof.

#### **X. PROTECTED HEALTH INFORMATION/PERSONALLY IDENTIFIABLE INFORMATION**

10.1 Contractor acknowledges that, in receiving, storing, processing, or transmitting the Client's Protected Health Information or "PHI" (in this Agreement the term Protected Health Information or PHI refers to any and all individually identifiable health information), it is fully bound by the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), final regulations issued pursuant thereto, and any amendments to or revisions of the above-referenced laws or regulations (collectively the "Regulations").

10.2 Contractor, its agents, subcontractors and employees, will use or disclose PHI solely for the purpose of performing the services hereunder, or for its own proper management and administration, or as otherwise authorized in writing by Client, or as required by law.

10.3 Any disclosure by Contractor of the PHI to another person or entity is subject to the further requirements that such person or entity give Contractor written assurances concerning use and disclosure of the PHI similar to those set forth in this Article, including the assurances set forth in Section 10.5.

10.4 In the event of any material breach or violation of this Article by Contractor, its agents, employees or subcontractors, Contractor will take all reasonable steps as soon as may be practicable to cure the breach or end the violation. If such breach has not been cured or violation ended within thirty (30) days, or if such steps are unsuccessful, then Client may terminate the services provided hereunder and/or report the problem to the Secretary.

10.5 Contractor will use appropriate safeguards to prevent acquisition, access, use or disclosure of the PHI other than as necessary to perform the services hereunder. This includes implementation of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Contractor creates, receives, maintains or transmits on behalf of Client, as required by the Regulations, and as directed by the Secretary regarding the technologies and methodologies for rendering Protected Health Information secure for purposes of health breach notifications.

10.6 Contractor will make its internal practices, books and records relating to the use and disclosure of the PHI, and any other information created or received by it on behalf of Client, available to the Secretary for the purpose of determining Client's compliance with the Regulations.

10.7 Contractor will at the termination of the Agreement, to the extent feasible, return to Client or destroy so much of the PHI, and any other information created or received by it on behalf of Client, as it still maintains in any form, including any copies, by methods outlined in either the HIPAA Security Rule or provided by the latest National Institute of Standards and Technology (NIST) guidelines; and, if not feasible, continue to comply with this Article and limit further uses and disclosures to those purposes that make return or destruction infeasible.

10.8 Contractor will advise Client within three (3) business day of any effort by any person or entity to obtain access to the PHI in violation of this Article, and will cooperate with Client in responding, including but not limited to resistance in judicial proceedings at Client's expense, to any effort to obtain such access other than as expressly authorized by Client.

10.9 Contractor acknowledges that in receiving, storing, processing, transmitting, or otherwise dealing with the PHI, it is directly subject to the privacy and security provisions and requirements of HIPAA, HITECH and the regulations issued pursuant thereto that apply to Contractor.

10.10 Within ten (10) days of receipt of notice from Client of a patient request for an accounting of disclosures of Protected Health Information, Contractor shall make available to Client any information that Client must provide to the requesting patient to fulfill Client's obligations under the Regulations. In the event that the requesting patient requests an accounting of disclosures from Contractor, Contractor shall forward this request to Client within ten (10) business days of receipt of the request.

Contractor agrees to maintain a log of all disclosures of Protected Health Information that are made by Contractor or its agents or subcontractors and that are required to be tracked pursuant to the Regulations.

The provisions of this Section 10.10 shall survive the termination of the Agreement.

10.11 Contractor shall notify Client within ten (10) business days of any use or disclosure of PHE not provided for by this Agreement, including any "Breach of Unsecured Protected Health Information" of which Contractor becomes aware.

10.12 To the extent Contractor is to carry out one or more of Client's obligations under Subpart E of 45 C.F.R. Part 164, Contractor will comply with the requirements of Subpart E that apply to Client in the performance of such obligations. Client agrees not to request that Contractor use or disclose Protected Health Information in any manner that is not permissible under Subpart E of 45 C.F.R. Part 164 if done by Client.

10.13 If Contractor holds PHI in a Designated Record Set, Contractor will at Client's request make available this PHI to a requesting patient in order to satisfy Client's obligations under 45 C.F.R. §164.524. Contractor further agrees to make any amendment(s) to this PHI as directed or agreed to by Client, or take other measures as necessary to satisfy Client's obligations under 45 C.F.R. §164.526.

10.14 All terms used, but not defined, in this Article shall have the meanings set forth in the HIPAA Privacy Rule or Security Rule.

## **XI. MISCELLANEOUS**

11.1 **Notices.** Any notice or other communication by either party to the other shall be in writing and shall be given, and be deemed to have been given, if mailed, postage prepaid, registered or certified mail, or via overnight courier, addressed as follows:

To Client:	Town of Hermon
To Contractor:	Northern Light Medical Transport and Emergency Care Attn: AVP, Emergency Medical Services 43 Whiting Hill Road, 2 <sup>nd</sup> Floor Brewer, ME 04412

Or to such other address and to the attention of such other person or officer as either party may designate by notice.

11.2 **No Waiver.** Neither the failure by the parties to insist upon strict performance of any provision of this Agreement, nor to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other, shall constitute a waiver of any such breach.

11.3 **Further Instruments or Action.** Each party agrees that it will execute and deliver such further instruments and will take such further action as may be reasonably necessary in order to effectively discharge or perform or carry out any of the respective obligations and agreements hereunder.



**11.4 Surviving Obligations.** Notwithstanding the termination of this Agreement, the parties shall be required to carry out any provisions hereof which contemplate performance by a party subsequent to such termination and such termination shall not affect any liability or obligation which shall have accrued prior to such termination.

**11.5 Governing Law; Integration.** This Agreement shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Maine. This Agreement contains a whole understanding of the parties and supersedes all prior oral or written representations and statements between the parties.

**11.6 Assignability.** This Agreement is not assignable by Client. Contractor may assign this Agreement only to a person who, at the time of such assignment, controls, is controlled by, is under common control with or succeeds by merger, purchase or otherwise to the business of Contractor. Control means the power, directly or indirectly, to vote a majority of any class of membership, partnership interest, stock or other ownership interest.

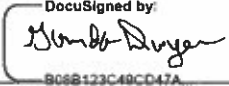
**11.7 Force Majeure Event.** Neither party shall be deemed to be in violation of this Agreement if such party is prevented from or delayed in performing any of its obligations hereunder for any reason beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, natural or man-made disasters, acts of any public enemy, statutory or other laws, regulations, rules, orders, or actions of the federal, state, or local government or any agency thereof. Dates or time of performance shall be extended to the extent of delays excused by this provision, provided that the party whose performance is affected notifies the other party promptly of the existence and nature of such delay.

**IN WITNESS WHEREOF,** the parties have executed this Agreement, in duplicate, intending to be bound hereby, as of the date(s) set forth below, to be effective as of the Effective Date first set forth above.

**TOWN OF HERMON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2025

**NORTHERN LIGHT MEDICAL  
TRANSPORT AND EMERGENCY CARE**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Glenda Dwyer  
Title: SVP, Clinical Operations  
Date: March 7, 2025

*JAR*



**FR24-25-19**

Be it resolved by the Hermon Town Council in town council assembled to amend Financial Resolve **FR21-22-06**, originally approved on February 17, 2022, to change the funding source for the required \$17,000 local match for the 2022 Middle School SRTS Sidewalk Project Grant from the **HERM07 School Repair Reserve Account** to the **HERM06 Public Works and Road Reserve Account**.

The original resolve read as follows:

*"Be it resolved by the Hermon Town Council in town council assembled to accept a 2022 Middle School SRTS Sidewalk Project Grant award from the State of Maine Department of Transportation in the amount of \$85,000.00 and authorize the Town Manager to sign the grant documents on behalf of the Town. The grant amount is \$68,000, and a local match in the amount of \$17,000 is required and will be funded from the HERM07 Reserve Account."*

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SIGNED this **April 10, 2025** by the Hermon Town Council:

\_\_\_\_\_  
John Snyder III, Chair

\_\_\_\_\_  
Ronald Murphy, Vice Chair

\_\_\_\_\_  
Joshua Berry

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

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

\_\_\_\_\_  
Terry Hamm-Morris

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

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

Motion _____	Yeas _____	
Second _____	Nays _____	Date _____