



Town of Hermon

Public Safety Meeting Room

December 11, 2025

Town Council Meeting

6:00 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 \(hermonmaine.gov\)](http://Town Council Meetings | Hermon (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:

MINUTES	-APPROVE	11/6/2025
SIGNATURES	-APPROVE	
RESOLVES	-SIGN	
WARRANTS	-SIGN	11/21/2025, 12/5/2025



VI. NEWS, PRESENTATIONS AND RECOGNITIONS:

- **Sewer flow rate study – Scott Perkins, Economic Development and Michael Stein with Wright-Pierce**
- **GHCAC (Greater Hermon Community Athletic Complex) – HHS football press box expansion project**

VII. PUBLIC HEARINGS:

- **Hold Public Hearing – Updates to the Cemetery ordinance**
- **Hold Public Hearing – Update the Exempting Eligible Active-Duty Military Personnel from Vehicle Excise Tax Ordinance**
- **Hold Public Hearing – Updates to the Concourse Gathering ordinance**
- **Hold Public Hearing – Sports Arena liquor license renewal and upgrade to a Class A license**

VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:

1. OLD or INCOMPLETE BUSINESS:

2. NEW BUSINESS:

- O25-26-24 Consider repealing and replacing Chapter 93: Cemeteries of the Code of Ordinance, Town of Hermon**
- O25-26-25 Consider repealing Chapter 70 – General Provisions Sections 70.01, 70.02 and 70.99 of the Town of Hermon Code of Ordinances which includes “Exempting Eligible Active-Duty Military Personnel from Vehicle Excise Tax**
- O25-26-26 Consider repealing and replacing the Concourse Gathering ordinance**
- O25-26-27 Consider approving MCCL LLC dba The Sports Arena liquor license Renewal and upgrade to a Class A license**
- O25-26-28 Consider entering into an agreement for audit services FY 2026, 2027 and 2028**
- R25-26-06 Consider approving the continued outsourcing of major public works services**
- O25-26-29 Consider approving the Fund balance policy**



025-26-30 Consider authorizing to advertise “Requests for Proposals” following NBRC (Northern Borders Regional Commission) for Logistics Lane Sewer System Improvement Project and the Hammond Street Sewer Lift Station Replacement Project.

025-26-31 Consider approving the GHCAC (Greater Hermon Community Athletic Complex)

025-26-32 Consider setting a public hearing for ABM Mechanical Inc. to be set for Tax Increment Finance District creation with Credit Enhancement Agreement

025-26-33 Consider authorizing the Town Manager to sign an agreement with Hermon School Department and Competitive Energy Services

3. WORKSHOPS:

- **Bangor Wastewater**
- **Real Estate & Commercial valuation**
- **Snow Removal & Deicing Services RFP review**

4. 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:

- **Sign orders and resolves from section IX**

XIV. EXECUTIVE SESSION:

1. Consider entering into Executive Session for a personnel matter per 1 M.S.R.A. § 405(6)(A)



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
November 6, 2025
Town Council Meeting
6:00 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: Adam Brewer, Richard Cyr, Jason Forbes, Christopher Gray, Terry Hamm-Morris and Ronald Murphy

Members Absent: Joshua Berry - Excused

Others Present: Assistant Town Manager Scott Perkins, Town Clerk Kristen Cushman, and 16 residents/guests

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

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- **Carol Lackedy, Route 2**
- **Kenneth Griffiths, Levant Maine**



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

MINUTES	-APPROVE	10/9/2025
SIGNATURES	-APPROVE	
RESOLVES	-SIGN	
WARRANTS	-SIGN	10/24/2025, 11/7/2025

Councilor Forbes moved to approve the Consent Calendar. Councilor Cyr seconded the motion. Motion passes 6-0.

VI. NEWS, PRESENTATIONS AND RECOGNITIONS:

VII. PUBLIC HEARINGS:

- Hold Public Hearing – Dead River

Chair Murphy opened the public hearing at 6:13 PM. No public comments were given. The hearing closed at 6:14PM.

VIII. COMMITTEE REPORTS:

IX. SCHEDULED AGENDA ITEMS:

1. OLD or INCOMPLETE BUSINESS:

2. NEW BUSINESS:

O25-26-21 Consider approving Dead River Company, represented by St. Germain, is seeking a zone change from Commercial to Industrial, for parcel 021-037-000, located at 2014 Hammond Street.

Councilor Cyr moved to approve O25-26-21. Councilor Gray seconded the motion. The motion was accepted. Motion passes 4-2. Councilor Brewer and Councilor Forbes in opposition.

O25-26-22 Consider repealing the Town of Hermon Foreclosure policy and follow State of Maine Statute.

Councilor Cyr moved to approve O25-26-22. Councilor Forbes seconded the motion. The motion was accepted. Motion passes 6-0.



025-26-23 Consider awarding the cash donation from CPKC (Canadian Pacific Kansas City Limited)

Councilor Cyr moved to table indefinitely 025-26-23. Councilor Forbes seconded the motion. The motion was accepted. Motion tabled 6-0.

3. WORKSHOPS:

- Fund Balance Policy – Rylee
- Public Works Update – Scott

4. OTHER ITEMS: (FROM TABLE PACKAGE)

X. APPOINTMENTS:

XI. MANAGER STATUS REPORT:

I would like to take this time to thank the citizens of Hermon for participation in the recent election. Remember elections pass, community lasts! A special thank you to the Town Clerk, Kristen and the Deputy Clerks, Brooke, Angie, and Keely for the months long effort in preparing. To the clerks, volunteers and town staff that worked to make the election safe and success, Thank You.

Council, I have provided you a summary of my attendance at the ICMA 2025 conference that continues my leadership and management professional development. Thank you for allowing me to attend.

The Town offers a monthly email update of events and notices. If you are interested, please sign up on the Town website.

The Fire Department new hires have successfully completed training and are working to improve the department while responding to the needs of the community. Thank you for the dedicated service to this profession. October was fire prevention month. With this past weekend time change, it is recommended to test and replace your batteries to the fire/carbon monoxide alarms as the winter and holiday season are coming. If you have any questions on yours, please contact the fire department.

Trunk or Treat held recently was well attended and look forward to next year event. The Recreation Department is having wonderful events for children and family with the programs in November and December. For the holidays, Santa is accepting letters from children at the Town Office until December 14th, feel free to stop at the Town Office during normal business hours to



send your letter. The Holiday Lights Contest and Jingle Mingle will be happening again. Please check out the Recreation Department Facebook for upcoming events and notices.

Thank you to the Town Departments and Staff for all the continued efforts and work making this the best community.

Thank you for veterans and armed forces members still serving to protect our great nation and state.

I also have lowered the US Flags in honor of the death of Vice President Cheney through Friday, November 14th. This was done in accordance with President Dwight Eisenhower's proclamation on the proper times for flying the flag at half-staff when government officials die.

Lastly, to the staff and citizens of Hermon have a safe, warm, and happy thanksgiving.

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

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- Patrick McCue, Blackstream Rd
- Carol Lackedy, Route 2

XIII. COUNCIL ITEMS:

Sign orders and resolves from section IX

Jason Forbes: Thank you to Mrs. Nadeau for the Veteran cards from the recreation children. Congratulation to Ricky Craven and his new venture at Speedway 95. Thank you to the residents for coming out and have a Happy Thanksgiving.

Adam Brewer: Will the gas line be completed before winter? Scott Perkins: That is the plan to have the paving done. Adam: Asked for a workshop on clarification on commercial and real estate properties.

Richard Cyr: Looking forward to supporting Neighbors Supporting Neighbors and does not like the idea of gift cards going out and competing with the ones who are trying to help. Thank you for the Veterans cards.



Christopher Gray: As we are looking at one property for a zone change it is good to look at the tax implications and look at residential vs commercial properties. High School girls' soccer team just won the North regional soccer game with a score of 4-0. Second straight class B title. They will play Cape Elizabeth in Auburn on Saturday November 8 at 11:00am. Holiday Train is coming to town, please get out to support this event along with the food pantry. Voting on November 4, 2025 had a turnout of 43.44%, great turnout for an off election year. Thank you to Kristen and the team for the hard work, it does not go unrecognized. Voting was at the High School and it was the fastest time to go through voting. Happy Thanksgiving and Veterans Day to all that have served and wore the uniform.

Terry Hamm-Morris: Thank you to the Recreation Dept for the cards from the children. It's very nice they have done this and recognize Veterans. Congratulate the girls' soccer team on their win and I will be there Saturday to cheer them on. Wishing everyone a Happy Thanksgiving. Would like to ask people who are comfortable to support the Neighbors Supporting Neighbors Food Pantry. I feel the best way to support this effort is on a one-on-one basis. Maybe Carol can make her information available where people could find it and donate. I plan on donating and feel it's a great way to help people for Thanksgiving.

Ronald Murphy: Thank you, Kristen, on the voting and well organized. I heard a few people who did not know it was at the High School. We have had it at the High School before? Kristen: Yes, in June. Ronald: That is where it will always be, at the High School.

XIV. EXECUTIVE SESSION:

Councilor Gray made a motion to enter into executive session. Councilor Forbes seconded the motion. The motion was accepted. Motion passes 6-0.

Executive Session started at 7:32PM

1. Consider entering into Executive Session to consult with legal counsel regarding a matter involving potential enforcement action per 1 M.S.R.A. § 405(6)(E)

Councilor Murphy ended executive session at 7:56pm and returned to the regular meeting.

Attorney Stephen Wagner: Motion to authorize the Town Attorney to initiate legal action as the Code Enforcement Officer deems necessary as it pertains to 757 Pinetree Rd.

Councilor Forbes moved to authorize motion. Councilor Gray seconded the motion. The motion was accepted. Motion passes 6-0.



Councilor Gray made a motion to enter into executive session. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 6-0.

Executive Session started at 7:58pm

2. Consider entering into Executive Session to consult with legal counsel regarding a legal matter per 1 M.S.R.A. § 405(6)(E)

Councilor Murphy ended executive session at 8:08pm and returned to the regular meeting.

Attorney Stephen Wagner: Motion to authorize the Town Attorney to initiate legal action as necessary to enforce the consent decree in the matter of Hermon MHP LLC vs the Town of Hermon.

Councilor Gray moved to authorize motion. Councilor Forbes seconded the motion. The motion was accepted. Motion passes 6-0.

XV. ADJOURNMENT:

Councilor Cyr moved to adjourn the meeting at 8:12 PM. Councilor Hamm-Morris seconded. With no objection the meeting was adjourned at 8:12 PM.

Respectfully Submitted,

**Kristen Cushman
Town Clerk**

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December 4, 2025

Memorandum for Honorable Council Members

From: Stephen Fields, Town Manager

Re: Position Paper, Town Council Meeting December 11, 2025

**This document is a summary of the agenda,
therefore, for reference and general guidance to discussion only.**

Agenda Item - Presentation:

1. Sewer Flow Rate Study.

The Town contracted with Wright Pierce to complete a sewer flow rate study to be used for the upcoming contract renewal with Bangor Wastewater. Mr. Micheal Stien will provide the overview of the results and impact to the Town. Mr. Perkins has been the point of contact for this project and has the supporting documentation.

2. Greater Hermon Community Athletic Complex – HHS Football Press Box and Storage Expansion.

The Committee have researched and are recommending a capital improvement project for the expansion of the Hermon High School Football Stadium Press Box that will incorporate storage space to improve the maintenance and life use of equipment. The School Committee has been presented this information.

Agenda Item - Public Hearing:

The noted public hearings documentation is all in order and the staff support for discussion.

Update to Cemetery Ordinance: Amendments have been provided, reviewed and supported by the Ordinance Committee. Major change was to add section for guidelines of animals (pets) requirements in the cemeteries. Minor change includes all lots will be dug by contractor with Town, format update to meet previous code codification.

Update to Exempting Eligible Active-Duty Military Personnel from Vehicle Excise Tax Ordinance: This ordinance is outdated with recent Maine statutory updates to Title 36 and Title 29-A, therefore recommendation is to repeal and follow state law and guidance. This request was reviewed and approved by the Ordinance Committee.

Update to Concourse Gathering Ordinance: Amendments have been provided, reviewed and supported by the Ordinance Committee. Major changes: 1. Add the Town Manager as authority level for gatherings

less than 1500 and minimal impact to the community infrastructure and Municipal Officers for gatherings of 1500+ and/or major impact to community infrastructure. 2. Medical Facility change to meet current Fire/EMS standards. Minor changes include formatting to previous code codification standard.

Sports Arena liquor license renewal and upgrade to Class A License: Annual request for license, with this year updating class level in accordance with Title 28-A. The current license, Jan 2025 – Jan 2026, is for on-premises Beer and Wine.

Agenda Item – New Business:

Order 25-26-24

Consider repealing and replacing Chapter 93: Cemeteries of the Code of Ordinance, Town of Hermon. Amendments have been provided, reviewed and supported by the Ordinance Committee. Major change was to add section for guidelines of animals (pets) requirements in the cemeteries. Minor change includes all lots will be dug by contractor with Town, format update to meet previous code codification. This request for the repeal and replace is supported by the Administration and is in order for final Council action.

Order 25-26-25

Consider repealing Chapter 70: General Provisions Sections 70.01, 70.02 and 70.99 of the Code of Ordinance, Town of Hermon which includes Exempting Eligible Active-Duty Military Personnel from Vehicle Excise Tax. This ordinance is outdated with recent Maine statutory updates to Title 36 and Title 29-A, therefore recommendation is to repeal and follow state law and guidance. This request was reviewed and approved by the Ordinance Committee. This request for the repeal is supported by the Administration and is in order for final Council action.

Order 25-26-26

Consider repealing and replacing the Concourse Gathering Ordinance: Amendments have been provided, reviewed and supported by the Ordinance Committee. Major changes: 1. Add the Town Manager as authority level for gatherings less than 1500 and minimal impact to the community infrastructure and Municipal Officers for gatherings of 1500+ and/or major impact to community infrastructure. 2. Medical Facility change to meet current Fire/EMS standards. Minor changes include formatting to previous code codification standard. This request for the repeal and replace is supported by the Administration and is in order for final Council action.

Order 25-26-27

Consider approving MMCL LLC dba The Sports Arena liquor license renewal and upgrade to Class A License. Annual request for license, with this year updating class level in accordance with Title 28-A. The current license, Jan 2025 – Jan 2026, is for on-premises Beer and Wine. This request is supported by the Administration and is in order for final Council action.

Order 25-26-28

Consider approving and accepting the request for proposal (RFP) to contract for Audit Services for three fiscal years (2026-2027-2028) with option to extend. The Town posted RFP November 6, 2025 to December 10, 2025. Bid sheet and requirements will be provided at the meeting with recommendation from Town Manager and Finance Director. The state has seen a decline over the past few years in municipal audit individuals and firms. This request is supported by the Administration and is in order for final Council action.

Resolve 25-26-06

Consider the resolve for approving continued outsourcing of major public works services. I am requesting this action to allow for transparent direction on the future operations of public works. Last meeting, Mr. Perkins provide an overview during the workshop section of the agenda. Current and past practice has been to for the Town to rely on vendors and local contractors to complete major infrastructure and public works projects. The existing team primarily handles facility maintenance and smaller infrastructure tasks—for example, minor repairs and projects within the cemeteries and recreation areas, routine maintenance at the Town Office, pothole repairs, sight-distance improvements, and serving as liaisons with contractors for project management and town representation.

The return on investment and capital improvement costs alone considered provide the support to keep current methods in place for operational success and sustainability. A good single example is winter snow removal operations contract. This fiscal year cost is \$710,000.00 which includes the contractor to supply liability and workers compensation insurance, vehicle/equipment and personnel. Town estimated cost to take over snow operations for employee compensation and benefits is \$1.08M for 10 employees (supervisor, drivers and mechanics). The comparison represents an overall \$300,000 savings.

This request is supported by the Administration and is in order for final Council action.

Order 25-26-29

Consider taking action to adopt the revised fund balance policy. The policy is a combination of 2006, 2014 draft and recommendations from the audit team. The policy changes were provided by Mr. Cushman, Finance Director, at previous Council meeting, workshop section. The most significant change it to increase additional month of fund balance savings to result in stabilization of cash flow. The Town should be able to maintain cash flow and stabilization of operation if a major critical change in cash revenues. This request is supported by the Administration and is in order for final Council action.

Order 25-26-30

Consider authorizing to advertise for the Request for Proposal for Logistics Lane Sewer Systems Improvement and Hammond Street Sewer Lift Station Replacement Projects in accordance with the federal grant project action items for the Northern Borders Regional Commission (NBRC). Mr. Perkins is the point of contact for this grant. The two mention projects are required to improve wastewater infrastructure. This request is supported by the Administration and is in order for final Council action.

Order 25-26-31

Consider approving and authorizing the Greater Hermon Community Athletic Complex – HHS Football Press Box and Storage Expansion. The Committee have researched and are recommending a capital improvement project for the expansion of the Hermon High School Football Stadium Press Box that will incorporate storage space to improve the maintenance and life use of equipment. The School Committee has been presented this information. The project would be funded by donations. This request is supported by the Administration and is in order for final Council action.

Order 25-26-32

Consider setting a public hearing for the development of a new Tax Increment Finance (TIF) District with Credit Enhancement Agreement (CEA) for ABM Mechanical Inc. The company has broken ground and will be located at Tax Map/Lot 008-033-000 and 009- 009-000 located on Odlin Road. Company owners may be present for the meeting to answer any questions. The Planning Board has approved all requirements for this project. This request is supported by the Administration and is in order for final Council action.

Order 25-26-33

Consider approving the Town Manager in coordination with School Superintendent, School Department, to enter into agreement with Competitive Energy Services to stabilize energy prices for the Town and School facilities. The process was a review and analysis of all energy invoices to bid and provide cost savings. Mr. Cushman and Ms. Youngblood (School Finance Director) worked with the company during this process. Supporting documentation will be provided at the meeting. The Town and School still have the option to not accept this offer. The approval will allow us to act during the month of December 2025, if commit to this offer. This request is supported by the Administration and is in order for final Council action.

Agenda Item – Workshops:

Bangor Wastewater: (Council requested). Town Manager and Mr. Perkins will provide updates on project. Some of this information will be discussed earlier in the meeting with flow study report.

Real Estate and Commercial Property: (Council requested). Ms. Waite, Assessor, will provide overview of assessment processing for real estate and commercial property.

Snow Removal and Deicing Services RFP review: (Administration requested). Mr. Perkins will provide overview of request for proposal on snow operations for the upcoming bid for services in FY2027 and beyond. Current contractor agreement will be ending at the end of FY26. RFP document provides all required specifications for vendors to bid, and timeline will allow for potential bidders to review the municipal roads and process during this winter season.

Agenda Item – Executive Session:

Consider entering Executive Session for personnel matter to discuss per Title 1 MRSA Section 405 (6) (A). I am requesting an executive session to be attended by Town Manager. No action to be voted on or required after this executive session.

Legal Notices

PUBLIC HEARING NOTICE

By Order of the Hermon Town Council, the following Public Hearings have been scheduled for Thursday, December 11, 2025, at 6 p.m. at the Public Safety Meeting Room.

TO CONSIDER comments regarding

- Ordinance update: Cemetery Ordinance
- Ordinance update: Exempting Eligible Active Duty Military Personnel from Vehicle Excise Tax Ordinance
- Ordinance update: Concourse Gathering Ordinance
- Liquor license renewal for MCCL LLC, DBA The Sports Arena

The Public shall be given the right to comment before the Council acts.
Per Order 21-22-02, 07/12/2022

December 2, 2025



Application Copy

File Number: 114371

Job Type: Renewal Application

LICENSE #

BLC-23-106604

APPLICATION DATE RECEIVED

2025-11-12

LICENSE TYPE

On-Premises: Beer, Wine & Spirits

LICENSEE

MCCL, LLC

AGENT NAME

EFFECTIVE DATE

2025-01-03

EXPIRES

2026-01-02

STATUS

Active

PREMISES NAME

The Sports Arena

NEW SECONDARY LICENSE(S)

None selected

PREMISES TYPE

Bowling Center

PREMISES NAME

The Sports Arena

OPERATOR

MCCL, LLC

PHYSICAL ADDRESS

1640 HAMMOND ST HERMON ME 04401-1118

MAILING ADDRESS

1640 HAMMOND ST HERMON ME 04401-1118

CONTACT NAME

BLAINE MEEHAN

PREFERRED CONTACT METHOD

Email



O25-26-24

Cemetery Ordinance Amendments

Be it ordered by the Hermon Town Council, in Council assembled,
that the Cemetery Ordinance be repealed and replaced effective
December 12, 2025.

Chapter 93: Cemeteries

CEMETERY ORDINANCE

~~Adopted — May 3, 2003~~

~~Amended — February 5, 2009~~

~~Amended — July 8, 2010~~

~~Amended — December 19, 2013~~

~~Amended — September 26, 2019~~

~~Amended — September 15, 2022~~

~~Repeal / Replace December 11, 2025~~

FORWARD

It is the desire of the Town to make the Hermon Municipal Cemeteries quiet, beautiful resting place for the dead where a sense of repose will be obtained by dignified landscape effects on a well-maintained lawn. To secure these effects, the Town has spent and will continue to expend considerable sums of money. Preserving these effects will require the cooperation of every lot owner. Anything which would mar the general beauty and harmony of the cemeteries must be avoided. Peace and good order must prevail, and the sacredness of the place must be maintained at all times. It is to this end that these rules and regulations have been made effective, and the suggestions as contained herein are offered.

Chapter 93: Cemeteries

Adopted	May 3, 2003
Amended	February 5, 2009
Amended	July 8, 2010
Amended	December 19, 2013
Amended	September 26, 2019
Amended	September 15, 2022
Repeal / Replace December 11, 2025	

Section

General Provisions

- 93.01 Cemetery Sexton
- 93.02 Purchase of Lots
- 93.03 Ownership of Lots
- 93.04 Care of Lots (Annual Care)
- 93.05 Cemetery Funding

Regulations and Prohibitions

- 93.06 Terms and Requirements
- 93.07 Fee Schedule Appendix A
- 93.08 Separability
- 93.09 Effective Date
- 93.99 Penalty

General Provisions

§ 93.01 SECTION 1: CEMETERY SEXTON

1.1: The Cemetery Sexton shall be appointed by the Town Manager. The Sexton shall serve until removed by the action of the Manager. The Sexton shall be responsible to the Town Manager for the control and management of all municipal cemeteries; for the direction of all assistants under the Sexton's supervision, and for the administration of the Cemetery Ordinance adopted by the Town Council. The Sexton or a designee is expected to attend every interment.

§ 93.02 SECTION 2: PURCHASE OF LOTS

2.1: Persons desiring to purchase a lot in the cemeteries are referred to the Cemetery Sexton. The Sexton will have available suitable plots showing size and price of lots and such other information as may be required and will be pleased to render assistance to those desiring to make lot purchases. Upon having made a lot selection, the Sexton will issue a lot order to the Town Clerk, where the lot sale will be made and the deed issued. The Cemetery Sexton may act as the agent of the Town whenever necessary.

2.2: The purchase price of lots and opening fees shall be determined by the Hermon Town Council. These fees shall be set out in Appendix A of this Ordinance and may be adjusted from time to time as the Council sees necessary.

§ 93.03 SECTION 3: OWNERSHIP OF LOTS

3.1: The terms "Lot Owner" and "Ownership" shall mean the right to use a lot, purchased from the Town for burial purposes only.

3.2: Upon payment of the purchase price the Town shall issue a Deed under its seal, and the deed will be recorded in the records of the Town as proof of ownership of the lot.

3.3: The title to a cemetery lot invest in the owner the right to use the lot for burial purposes only, for themselves, their heirs, or for any such persons as they may choose to admit, provided such admission is free of charge and without compensation and in accordance with Cemetery Ordinance.

3.4: The lot owner cannot resell or transfer their lots to any person or persons whomsoever, without written notification to the Cemetery Sexton. A cemetery lot that an

owner may desire to dispose of may be listed for sale with the Cemetery Sexton. The Town is under no obligation for making a satisfactory sale of such lots.

3.5: All transfer or changes in lot ownership must be recorded with the Town Clerk.

§ 93.04 SECTION 4: CARE OF LOTS ("ANNUAL CARE")

4.1: All cemetery lots in the Town of Hermon are provided with annual care. A lot sold or created prior to the existence of this ordinance shall be afforded all rights to annual care. Any lot sold in accordance with Appendix A of this Ordinance will be afforded annual care as part of the purchase price of the lot. Annual Care shall include mowing of the lot, trimming around monuments and markers, fertilizing when necessary, and pruning trees and shrubs.

4.2: In addition to Annual Care, the Town reserves the right under the direction of the Town Manager and Cemetery Sexton to make minor repair to cemetery monuments and markers and to clean the monuments and markers as they deem appropriate. This does not require the town to take such action, but merely grants them the authority when it is necessary to maintain the overall appearance of the cemeteries in a dignified manner.

4.3: Each lot in the cemetery will, prior to its sale, be suitably marked by the Sexton with an iron or metal marker, placed on each lot corner and set level with the adjacent ground.

4.4: No mounds shall be raised upon any grave above the general level of the lot. Mounds are difficult to maintain, and the town reserves the right at any time to remove unsightly mounds and to level the grave at the general level of the lot.

4.5: Cleaning of the grounds shall happen on or about May 1st of every year, but no earlier, and on or about October 15th of every year, but no earlier. Cleaning shall occur to maintain the appearance of the cemeteries and shall include but is not limited to removal of flowers (artificial or real), removal of unsightly structures, damaged or broken containers, pottery, etc., and items deemed inappropriate. Persons wishing to assure the care of specific items shall remove them prior to these dates or contact the Cemetery Sexton to make necessary arrangements. Appropriate signing will be installed at all town maintained cemeteries instructing that ornaments be removed two weeks after holidays or special occasions.

4.6: The Cemetery Sexton or Designee may remove items from the lots during the year in order to maintain the lots in accordance with Section 4.1. Further, any person placing items on a lot does so at their own responsibility. The town is not responsible for damage, loss, vandalism, or the elements (weather).

4.7: Under the authority of the Cemetery Sexton a person may decorate a lot with permanent plant, shrub, or tree. The care of these items is not the responsibility of the town. Further, no addition shall interfere with any adjacent lot, or in any way change the general plan or landscaping of the cemetery.

4.8: The Cemetery Sexton or Designee may remove trees and shrubs from a lot that is hindering the care of the Cemetery or damaging stones, lots, or grounds. The Cemetery Sexton shall meet with the Town Clerk to determine if any family members are available for contact. If not, a note should be made and left in the cemetery file dating and stating a reason for the removal of the tree.

4.9: A family member may also request the removal of items including trees from a lot. This request must also be in writing and signed. This letter will be kept on file in the Town Office. The Town reserves the right to deny the request if the item is deemed to not be hindering the cemetery or damaging a lot. (The Town is not responsible for differing opinions of family members on the removal of items.)

4.10: Vaults. Employees or contractors hired by the Town of Hermon will under no conditions enter a cemetery vault deemed to be a confined space for maintenance or any other purpose. The lot owner assumes responsibility for the vault's maintenance. It is the sole responsibility of the lot owner to make certain the individual entering the confined space has the required qualifications to do so. The Town of Hermon is not liable for any injuries to individuals entering the vaults deemed to be a confined space, nor is the Town of Hermon responsible for any damages to the vault or its contents while the individual is in the vault.

§ 93.05 SECTION 5: CEMETERY FUNDING

5.1: One hundred percent (100%) of the purchase price of lots, as described in Appendix A, shall be placed in a Cemetery Maintenance Reserve.

5.2 The Cemetery Maintenance Reserve shall also be used towards the purchase price of land for the expansion of Town Cemeteries.

5.3 The town may appropriate funds to the reserve account as part of a specific warrant article for cemetery improvement, maintenance, or expansion at the annual town meeting.

Regulations and Prohibitions

§ 93.06 SECTION 6: TERMS AND REQUIREMENTS

6.0: Before any monument company or lot owner installs markers or attempts to alter any lot, contacting the Cemetery Sexton for instruction is required.

6.1: VAULTS: The casket shall be enclosed in a permanent outside container. The following are considered permanent outside containers: Concrete boxes, concrete copper or steel burial vaults, and sectional concrete crypts.

6.2: TRESPASS: No unauthorized person shall be allowed upon the grounds after dark.

6.3: VANDALISM: No person shall injure any tree or shrub, or mar any landmarks, marker, memorial, or structure, or in any way deface the grounds of the cemetery.

6.4: DISCLAIMER: The town shall not be responsible for any theft or damage to anything left on the grave lots or in the cemetery.

6.5: VEHICLES: Any person driving in the cemetery shall be responsible for any damage done by his/her vehicle. Speeds of over 10 mph will not be permitted and no person shall drive a vehicle upon the lawns.

6.6: MONUMENTS:

- a. Only one monument per lot may be installed and the size and location of the monument must be approved by the Cemetery Sexton.
- b. Markers installed flush to the ground may be installed at each gravesite located on the lot.

- c. Only grass cover will be allowed on the lot except where the markers and the monument is located.
- d. No Sheppard hooks will be allowed.
- e. Only miniature shrubs will be allowed.
- f. No plants that grow thorns or any permanent flowering bush.
- g. No ground cover will be allowed.
- h. All monuments must be pinned.
- i. All monuments must be installed in the line of sight
- j. All grave sites must be dug by a contractor selected by the Town **except for cremation lots, which can be dug by a relative or friend once approved by the Cemetery Sexton.**
- k. All gravesites will be level to the ground and not humped.
- l. The location of all gravesites will be recorded by the Cemetery Sexton and provided to the Town Clerk.

6.7: REGULATION OF ANIMALS WITHIN CEMETERIES

- a. **UNLEASHED ANIMALS PROHIBITED:** No person owning or having the care, custody, or control of any dog shall permit such dog to roam unleashed or unattended within the confines of any cemetery grounds. All dogs present within the cemetery must be restrained at all times by a leash or lead and be under the direct physical control of their owner or handler.
- b. **REMOVAL OF ANIMAL WASTE REQUIRED:** Any person bringing an animal into the cemetery shall be responsible for the immediate and complete removal and proper disposal of any waste deposited by that animal. Waste must be placed in a sealed bag or appropriate container and disposed of in designated refuse receptacles or removed from the cemetery property entirely. (Amended December 11, 2025, Effective XXX)

§ 93.07 Fee Schedule (Appendix A)

1. RESIDENT

A resident means any person or son or daughter of person that can show proof of residency. Residency shall be proven to the satisfaction of the Sexton or Town Clerk and can include, but is not limited to, birth certificate, voter registration, tax bill, motor vehicle registration, lease agreement, or affidavit of a current resident.

2. LOT PRICES

All Cemeteries:

Resident: 4' X 12' Lot	\$400.00
4' X 4' Lot	\$200.00
Non-resident: 4' X 12' Lot	\$600.00
4' X 4' Lot	\$300.00

3. INTERNMENT PRICES

	<u>Weekdays</u>	<u>Weekends</u>
Adult Grave, greater than 3 feet:	\$650.00	\$700.00
Cremation Grave or graves less than 3 feet:	\$200.00	\$250.00

4. ADDITIONAL FEES

Funeral Homes will pay \$50.00 per hour for services required by the town after 3:00 pm. There will be a \$50.00 fee for the Sexton for burials on Sundays and Holidays.

§ 93.08 SEPARABILITY

8.1 The invalidity of any provision of this ordinance shall not invalidate any other part.

§ 93.09 EFFECTIVE DATE

9.1 This ordinance shall take effect and be in force thirty (30) days after passage by the Town Council.

9.2 The effective date of this (original) Ordinance is May 3, 2003. Amended February 9, 2009, July 8, 2010, December 19, 2013, September 26, 2019, September 15, 2022 and Repeal/Replace Amend December 11, 2025.

9.3 This ordinance incorporates all amendments that have been approved.

§ 93.99 PENALTIES

99.1 Any person, firm, or corporation convicted of violating any of the provisions of this ordinance shall be fined an amount not less than fifty dollars (\$50.00) or an amount exceeding one thousand dollars (\$1,000.00) per day for each separate violation.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion_____

Yeas_____

Second_____

Nays_____

Date_____



025-26-25

Code of Ordinances – Chapter 70 Sections 70.01, 70.02 & 70.99

Be it ordered by the Hermon Town Council, in Council assembled, that Chapter 70 – General Provisions, Sections 70.01, 70.02, and 70.99 of the Town of Hermon Code of Ordinances are hereby repealed, effective December 12, 2025.

Upon repeal, the Town of Hermon shall adhere to Maine Revised Statutes Annotated, Title 36 and Title 29-A, including all amendments thereto, for matters pertaining to vehicle registration and vehicle excise.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____

CHAPTER 70: GENERAL PROVISIONS

Section

70.01 Motorized vehicles, unlicensed or unregistered, on municipal or school property

70.02 Vehicle excise tax exemption

70.99 Penalty

§ 70.01 MOTORIZED VEHICLES, UNLICENSED OR UNREGISTERED, ON MUNICIPAL OR SCHOOL PROPERTY.

(A) (1) No person shall operate or allow to be operated any unlicensed or unregistered motorized vehicle within the property bounds of any municipal/school-owned property.

(2) Licensed and registered vehicles may only be operated in the area specifically designated for vehicle use.

(3) For the purpose of this section, municipally-owned property so designated shall include, but not be limited to, school grounds, cemeteries, recreational areas, town hall grounds, lands which are subject to control by the municipality by virtue of conservation easements granted to the municipality and other properties of the town.

(B) **MOTORIZED VEHICLES**, defined for the purpose of this section, shall include all vehicles propelled by a motor regardless of horsepower capacity and shall include motorized minibikes and snowmobiles so called and shall include all those commercially manufactured or the homemade variety.

(C) This section shall be effective 30 days after passage by the Town Council. (Ord. passed - -) Penalty, see § 70.99

Editor's note:

This section became effective on 6-18-1983.

§ 70.02 VEHICLE EXCISE TAX EXEMPTION.

(A) *Authority.* This section is enacted pursuant to 36 M.R.S.A. § 1483-A which expressly authorizes such legislation.

(B) Excise tax exemption; qualifications. Vehicles owned by a resident of the town who is on active duty serving in the United States Armed Forces and who is either permanently stationed at a military or naval post, station or base outside this state or deployed for military service for a period of more than 180 days and who desires to register that resident's vehicle(s) in this state are hereby exempted from the annual excise tax imposed pursuant to 36 M.R.S.A. §1482.

(1) To apply for this exemption, the resident must present to the municipal excise tax collector certification from the commander of the resident's post, station or base, or from the commander's designated agent, that the resident is permanently stationed at that post, station or base or is deployed for military service for a period of more than 180 days.

(2) For purposes of this section, *UNITED STATES ARMED FORCES* includes the National Guard and the Reserves of the United States Armed Forces.

(3) For purposes of this section, *DEPLOYED FOR MILITARY SERVICE* has the same meaning as in 26 M.R.S.A. § 814(1)(A).

(4) For purposes of this section, *VEHICLE* has the same meaning as in 36 M.R.S.A. § 1481

(5) and does not include any snowmobiles as defined in 12 M.R.S.A. 13001.

(C) Effective date; duration. This section shall take effect immediately upon enactment and shall be ales by the Town Council, or shall become void in the event that 36 M.R.S.A. § 1483-A is repealed.
(Ord. passed - -)

§ 70.99 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any person violating § 70.01 shall be subject to a fine of not more than \$100, which fine shall be recovered on complaint to the use of the town.

(Ord. passed - -)

Cross-reference:

Civil fines for traffic/parking violations, see § 10.99

Title 36: TAXATION
Part 2: PROPERTY TAXES
Chapter 111: AIRCRAFT, HOUSE TRAILERS AND MOTOR VEHICLES

§1483. Exemptions

The following are exempt from the excise tax:

- 1. State vehicles.** Vehicles owned by this State or by political subdivisions of the State;

[PL 2009, c. 434, §20 (AMD).]

- 2. Driver education.** Motor vehicles registered by municipalities for use in driver education in the secondary schools or by private secondary schools for use in driver education in those schools;

[PL 2009, c. 434, §20 (AMD).]

- 3. Volunteer fire departments.** Motor vehicles owned by volunteer fire departments;

- 4. Dealers or manufacturers.** Vehicles owned by bona fide dealers or manufacturers of the vehicles that are held solely for demonstration and sale and constitute stock in trade;

[PL 2023, c. 646, Pt. A, §45 (AMD).]

- 5. Transporter registration.** Vehicles to be lawfully operated on transporter registration certificates;

[PL 2009, c. 434, §20 (AMD).]

- 6. Railroads.** Vehicles owned by railroad companies that are subject to the excise tax imposed under chapter 361 ([./36/title36ch361sec0.html](#));

[PL 2009, c. 434, §20 (AMD).]

- 7. Benevolent and charitable institutions.** Vehicles owned and used solely for their own purposes by benevolent and charitable institutions entitled to exemption from property tax under section 652, subsection 1 ([./36/title36sec652.html](#));

[PL 2021, c. 630, Pt. B, §4 (AMD).]

- 8. Literary and scientific institutions.** Vehicles owned and used solely for their own purposes by literary and scientific institutions that are entitled to exemption from property tax under section 652, subsection 1 ([./36/title36sec652.html](#));

[PL 2009, c. 434, §20 (AMD).]

- 9. Religious societies.** Vehicles owned and used solely for their own purposes by houses of religious worship or religious societies that are entitled to exemption from property tax under section 652, subsection 1, paragraph G ([./36/title36sec652.html](#));

[PL 2009, c. 434, §20 (AMD).]

10. Certain nonresidents. Motor vehicles permitted to operate without Maine registration under Title 29-A, section 109 ([./29-A/title29-Asec109.html](#));

[PL 1995, c. 65, Pt. A, §138 (AMD); PL 1995, c. 65, Pt. A, §153 (AFF); PL 1995, c. 65, Pt. C, §15 (AFF).]

11. Interstate commerce. Vehicles traveling in the State only in interstate commerce that are owned in a state where an excise or property tax has been paid on the vehicle and that grants to Maine-owned vehicles the exemption provided in this subsection;

[PL 2009, c. 434, §20 (AMD).]

12. Certain veterans. Automobiles owned by veterans who are granted free registration of those vehicles by the Secretary of State under Title 29-A, section 523, subsection 1 ([./29-A/title29-Asec523.html](#)) or 2 ([./29-A/title29-Asec523.html](#)) or who are disabled by injury or disease incurred or aggravated during active military service in the line of duty and are receiving any form of pension or compensation from the United States Government for total, service-connected disability. A maximum of 3 automobiles owned by a veteran are exempt from the excise tax. In order for an automobile to qualify for an exemption from the excise tax under this subsection, the name of the qualifying veteran must appear on the automobile's certificate of title. If there are multiple owners of an automobile, at least one of the owners whose name appears on the certificate of title must meet the requirements of this subsection in order for the automobile to qualify for the exemption;

[PL 2025, c. 152, §2 (AMD).]

13. Certain buses. Buses used for the transportation of passengers for hire in interstate or intrastate commerce, or both, by carriers engaged in furnishing common carrier passenger service. At the option of the appropriate municipality, those buses may be subject to the excise tax provided in section 1482 ([./36/title36sec1482.html](#));

[PL 2009, c. 598, §45 (AMD).]

14. Antique and experimental aircraft. Antique and experimental aircraft as defined in Title 6, section 3, subsections 10-A ([./6/title6sec3.html](#)) and 18-E ([./6/title6sec3.html](#)) that are registered in accordance with the provisions of Title 6 ([./6/title6ch0sec0.html](#));

[PL 2009, c. 434, §20 (AMD).]

15. Adaptive equipment. Adaptive equipment installed on a motor vehicle owned by a disabled person or the family of a disabled person or by a carrier engaged in furnishing passenger service for hire to make that vehicle operable or accessible by a disabled person; and

[PL 2015, c. 267, Pt. BBBB, §2 (AMD).]

16. Active military. Vehicles owned, including those jointly owned with a spouse, by a person on active duty serving in the Armed Forces of the United States who is permanently stationed at a military or naval post, station or base in the State or outside the State or who is deployed for military service for a period of more than 180 days or was deployed for a period of at least 180 consecutive days, a portion or all of which occurred in the 12 months preceding the request for an exemption from excise tax, and who did not previously receive an exemption for that deployment. Joint ownership of the vehicle must be indicated in the vehicle's title documentation. A member of the Armed Forces of the United States, or that member's spouse, who desires to register that member's vehicle in this State pursuant to this subsection shall present documentation of the member's eligibility from the commander of

the member's post, station or base, or from the commander's designated agent. For purposes of this subsection, "person on active duty serving in the Armed Forces of the United States" includes a member of the National Guard or the Reserves of the United States Armed Forces as long as the person satisfies the service requirements of this subsection. For purposes of this subsection, "deployed for military service" has the same meaning as in Title 26, section 814, subsection 1, paragraph A ([../26/title26sec814.html](#)).

[PL 2023, c. 565, §1 (AMD).]

SECTION HISTORY

PL 1965, c. 135, §1 (AMD). PL 1965, c. 369, §7 (AMD). PL 1965, c. 513, §75 (AMD). PL 1967, c. 63, §2 (AMD). PL 1977, c. 678, §§50-51 (AMD). PL 1987, c. 13 (AMD). PL 1987, c. 507, §§2,6 (AMD). PL 1987, c. 769, §A151 (AMD). PL 1995, c. 12, §§1-3 (AMD). PL 1995, c. 12, §4 (AFF). PL 1995, c. 65, §A138 (AMD). PL 1995, c. 65, §§A153,C15 (AFF). PL 2007, c. 404, §§1-3 (AMD). PL 2007, c. 404, §4 (AFF). PL 2007, c. 627, §32 (AMD). PL 2009, c. 434, §20 (AMD). PL 2009, c. 598, §45 (AMD). PL 2013, c. 532, §1 (AMD). PL 2015, c. 267, Pt. BBBB, §2 (AMD). PL 2021, c. 240, §1 (AMD). PL 2021, c. 630, Pt. B, §4 (AMD). PL 2023, c. 565, §1 (AMD). PL 2023, c. 646, Pt. A, §45 (AMD). PL 2025, c. 152, §2 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) 7 State House Station State House Room 108 Augusta, Maine 04333-0007

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Title 29-A: MOTOR VEHICLES AND TRAFFIC

Chapter 5: VEHICLE REGISTRATION

Subchapter 1: REGISTRATION

Article 4: REGISTRATION PROVISIONS

§523. Certain veterans

1. Amputee or blind veterans. On application to the Secretary of State for registration of any motor vehicle of any amputee or blind veteran who has received an automobile from the United States Government under authority of 38 United States Code, Sections 3901, et seq. or any amputee or blind veteran receiving compensation from the United States Department of Veterans Affairs or any branch of the United States Armed Forces for service-connected disability who has a specially designed motor vehicle, that veteran is entitled to have that automobile duly registered and a registration certificate delivered to the veteran without the requirement of the payment of any fee.

Any veteran who has lost both legs or the use of both legs and who has registered a motor vehicle without the payment of a fee as provided in this section upon certification by the United States Department of Veterans Affairs or appropriate branch of the United States Armed Forces may upon request be issued special designating plates. Those designating plates must be issued by the Secretary of State and must bear the words "Disabled Veteran."

[PL 2023, c. 634, §7 (AMD).]

2. Disabled veterans; special free license plates. The Secretary of State, on application and upon evidence of payment of the excise tax required by Title 36, section 1482 ([./36/title36sec1482.html](#)) or upon evidence of exemption from excise tax under Title 36, section 1483, subsection 12 ([./36/title36sec1483.html](#)), shall issue, with no annual registration fee, a registration certificate and upon request special designating plates to be used in lieu of regular registration plates for a vehicle with a registered gross weight of not more than 26,000 pounds to any 100% disabled veteran when that application is accompanied by certification from the United States Department of Veterans Affairs or any branch of the United States Armed Forces as to the veteran's permanent disability and receipt of 100% service-connected benefits. Upon request a disability placard may be issued at no fee. The Secretary of State may issue a registration certificate and special designating plates for no more than 3 vehicles owned by a veteran eligible under this subsection.

These special designating plates must bear the words "Disabled Veteran," which indicate that the vehicle is owned by a disabled veteran.

[PL 2025, c. 152, §1 (AMD).]

2-A. Disabled veterans motorcycle license plates. The Secretary of State shall issue a registration certificate and special designating plate for a motorcycle to be used in lieu of a registration plate issued in subsection 2 ([./29-A/title29-Asec523.html](#)) to any 100% disabled veteran if an applicant submits the following together with an application:

A. Evidence of payment of the excise tax required by Title 36, section 1482 ([./36/title36sec1482.html](#)); and [PL 1999, c. 734, §2 (NEW).]

B. Certification from the United States Veterans Administration or any branch of the United States Armed Forces as to the veteran's permanent disability and receipt of 100% service-connected benefits. [PL 1999, c. 734, §2 (NEW).]

Notwithstanding section 468 ([./29-A/title29-Asec468.html](#)), the Secretary of State may issue fewer than 2,000 of the plates authorized by this subsection, and this plate does not require a sponsor. These special designating plates must bear the word "Veteran."

[PL 1999, c. 734, §2 (NEW).]

3. Special veterans registration plates. The Secretary of State, on application and evidence of payment of the excise tax required by Title 36, section 1482 ([./36/title36sec1482.html](#)) and the registration fee required by section 501 ([./29-A/title29-Asec501.html](#)) or by section 504, subsection 1 ([./29-A/title29-Asec504.html](#)) for a vehicle with a registered gross weight over 10,000 pounds, shall issue a registration certificate and a set of special veterans registration plates to be used in lieu of regular registration plates for a vehicle with a registered gross weight of not more than 26,000 pounds to any person who has served in the United States Armed Forces and who has been honorably discharged, any person who has served a minimum of 20 years in the National Guard and has been honorably discharged or to a person who has served in the United States Armed Forces for at least 3 years and continues to serve. If a person who qualifies for a special veterans registration plate under this subsection is a primary driver of any vehicle, the Secretary of State may issue in accordance with this section a set of special veterans registration plates for each vehicle.

Each application must be accompanied by the applicant's Armed Forces Report of Transfer or Discharge, DD Form 214, certification from the United States Veterans Administration or the appropriate branch of the United States Armed Forces verifying the applicant's military service and honorable discharge, a letter from the Department of Defense, Veterans and Emergency Management, Maine Bureau of Veterans' Services verifying active duty military service and length of service or a Form 22 from the United States Department of Defense, National Guard Bureau indicating a minimum of 20 years of service.

The Secretary of State shall recall a special veterans registration plate of a recipient who has been less than honorably discharged from the United States Armed Forces.

All surplus revenue collected for issuance of the special veterans registration plates is retained by the Secretary of State to maintain and support this program.

The surviving spouse of a special veterans registration plate recipient issued plates in accordance with this subsection may retain and display the special veterans registration plates as long as the surviving spouse remains unmarried. Upon remarriage, the surviving spouse may not use the special veterans registration plates on a motor vehicle, but may retain them as a keepsake. Upon the death of the surviving spouse, the family may retain the special veterans registration plates, but may not use them on a motor vehicle.

The Secretary of State may issue a special disability registration plate for veterans in accordance with section 521, subsections 1 ([./29-A/title29-Asec521.html](#)), 5 ([./29-A/title29-Asec521.html](#)), 7 ([./29-A/title29-Asec521.html](#)) and 9 ([./29-A/title29-Asec521.html](#)). The special disability registration plate for veterans must bear the International Symbol of Access.

The Secretary of State may issue a set of special veterans registration plates when the qualifying veteran is the primary driver of a company-owned vehicle if:

A. The company is owned solely by a veteran who qualifies for a veteran plate under this section; [PL 2007, c. 383, §15 (NEW).]

B. The vehicle is leased by a veteran who qualifies for the veteran plate under this subsection; or [PL 2007, c. 383, §15 (NEW).]

C. The vehicle is leased by the employer of a veteran who qualifies for the veteran plate and the employer has assigned the vehicle exclusively to the veteran. The employer must attest in writing that the veteran will have exclusive use of the vehicle and agrees to the display of the special veterans registration plate. [PL 2023, c. 646, Pt. A, §33 (AMD).]

[PL 2023, c. 646, Pt. A, §33 (AMD).]

3-A. Motorcycle plates; veterans. In addition to any plate issued pursuant to subsection 3 (./29-A/title29-Asec523.html), the Secretary of State, on application and evidence of payment of the excise tax required by Title 36, section 1482 (./36/title36sec1482.html) and the registration fee required by section 515, subsection 1 (./29-A/title29-Asec515.html), shall issue a registration certificate and a special veterans registration plate for any designated motorcycles owned or controlled by a person who has served in the United States Armed Forces and who has been honorably discharged, a person who has served a minimum of 20 years in the National Guard and has been honorably discharged or to a person who has served in the United States Armed Forces for at least 3 years and continues to serve.

Each application must be accompanied by the applicant's Armed Forces Report of Transfer or Discharge, DD Form 214, certification from the United States Department of Veterans Affairs or the appropriate branch of the United States Armed Forces verifying the applicant's military service and honorable discharge, a letter from the Department of Defense, Veterans and Emergency Management, Maine Bureau of Veterans' Services verifying active duty military service and length of service or a Form 22 from the United States Department of Defense, National Guard Bureau indicating a minimum of 20 years of service.

The Secretary of State shall recall a special veterans registration plate of a recipient who has been less than honorably discharged from the United States Armed Forces.

All surplus revenue collected for issuance of the special veterans registration plates is retained by the Secretary of State to maintain and support this program.

Upon request the Secretary of State shall issue special veterans registration plates for a motorcycle that are also vanity plates. These plates are issued in accordance with this section and section 453 (./29-A/title29-Asec453.html). Vanity plates issued under this subsection may not duplicate vanity plates issued in another class of plate.

The surviving spouse of a recipient of a special veterans registration plate issued in accordance with this subsection may retain and use the plate or plates as long as the surviving spouse remains unmarried. Upon remarriage, the surviving spouse may not use the plate or plates, but may retain them. Upon the death of the surviving spouse, the family may retain the plate or plates, but may not use them.

The Secretary of State may not issue special commemorative decals under subsection 5 (./29-A/title29-Asec523.html) or 6 (./29-A/title29-Asec523.html) for use on special veterans registration plates for a motorcycle.

[PL 2023, c. 257, §10 (AMD).]

4. Veterans vanity plates. Upon request and as provided by [section 453 \(./29-A/title29-Asec453.html\)](#), the Secretary of State shall issue veterans registration plates that are also vanity plates. Veterans registration vanity plates are issued in accordance with this section and section 453.

[PL 2013, c. 496, §11 (AMD).]

5. Special commemorative decals for medals, badges or ribbons awarded. The Secretary of State may issue special commemorative decals for use with special veterans registration plates to any person who served in the uniformed services of the United States, was honorably discharged and was awarded a medal, badge or ribbon described in [paragraphs A \(./29-A/title29-Asec523.html\)](#) to [CC \(./29-A/title29-Asec523.html\)](#) when that person's application is accompanied by the appropriate military certification verifying that the medal, badge or ribbon was awarded to the applicant. One set of commemorative decals may be issued for each set of special veterans registration plates issued under this section. One set of 2 commemorative decals must be displayed on the front and back plates. The fee for a set of commemorative decals may not exceed \$5.

Special commemorative decals may be issued to applicants awarded the following medals, badges or ribbons:

A. Distinguished Service Cross; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

B. Navy Cross; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

C. Air Force Cross; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

D. Silver Star; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

E. Distinguished Flying Cross; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

F. Bronze Star; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

G. Soldier's Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

H. Navy or Marine Corps Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

I. Airman's Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

J. Coast Guard Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

K. Asiatic-Pacific Campaign Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

L. European-African-Middle Eastern Campaign Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

M. Korean Service Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

N. Vietnam Service Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

O. Southwest Asia Service Medal; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

P. Armed Forces Expeditionary Medal; [PL 2005, c. 420, §1 (AMD); PL 2005, c. 433, §8 (AMD); PL 2005, c. 433, §28 (AFF).]

Q. Kosovo Service Medal; [PL 2005, c. 683, Pt. A, §47 (RPR).]

R. Korea Defense Service Medal; [PL 2005, c. 683, Pt. A, §48 (RPR).]

S. Global War on Terrorism Medal; [PL 2005, c. 433, §9 (NEW); PL 2005, c. 433, §28 (AFF).]

T. Iraq Campaign Medal; [PL 2009, c. 437, §1 (AMD).]

U. Afghanistan Campaign Medal; [PL 2009, c. 437, §1 (AMD).]

V. United States Army Combat Infantry Badge; [PL 2009, c. 437, §1 (NEW).]

W. United States Army Combat Medic Badge; [PL 2009, c. 437, §1 (NEW).]

X. United States Army Combat Action Badge; [PL 2009, c. 437, §1 (NEW).]

Y. United States Navy, Marine Corps or Coast Guard Combat Action Ribbon; [PL 2011, c. 22, §1 (AMD).]

Z. United States Air Force Combat Action Medal; [PL 2017, c. 8, §1 (AMD).]

AA. National Emergency Service Medal; [PL 2025, c. 382, §1 (AMD).]

BB. Air Medal; and [PL 2025, c. 382, §1 (AMD).]

CC. Inherent Resolve Campaign Medal. [PL 2025, c. 382, §1 (NEW).]

[PL 2025, c. 382, §1 (AMD).]

6. Special commemorative decals for branches of armed forces. The Secretary of State may issue special commemorative decals for use with special veterans registration plates to any person who served in the uniformed services of the United States and was honorably discharged when that person's application is accompanied by the appropriate military certification verifying the applicant's service. One set of commemorative decals may be issued for each set of special veterans registration plates issued under this section. One set of 2 commemorative decals must be displayed on the front and back plate. The fee for a set of commemorative decals may not exceed \$5.

Special commemorative decals may be issued to applicants who served in the:

A. United States Army; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

B. United States Air Force; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

C. United States Navy; [PL 2001, c. 453, §2 (NEW); PL 2001, c. 453, §4 (AFF).]

D. United States Marine Corps; [PL 2025, c. 382, §2 (AMD).]

E. United States Coast Guard; [PL 2025, c. 382, §2 (AMD).]

F. United States Space Force; [PL 2025, c. 382, §2 (NEW).]

G. United States Public Health Service Commissioned Corps; and [PL 2025, c. 382, §2 (NEW).]

H. National Oceanic and Atmospheric Administration Commissioned Officer Corps. [PL 2025, c. 382, §2 (NEW).]

[PL 2025, c. 382, §2 (AMD).]

7. Moratorium on decals for use with special veterans registration plates.

[PL 2019, c. 397, §11 (RP).]

8. Wabanaki decal. The Secretary of State may issue a set of 2 Wabanaki decals to a person who has or receives a special veterans registration plate if the Secretary of State receives an application and a statement signed by a tribal official from a federally recognized tribe within the Wabanaki Confederacy proving the applicant's membership in the tribe. One set of 2 Wabanaki decals must be displayed on the front and back plates. The fee for a set of Wabanaki decals may not exceed \$5.

[PL 2013, c. 586, Pt. I, §2 (NEW).]

SECTION HISTORY

PL 1993, c. 683, §A2 (NEW). PL 1993, c. 683, §B5 (AFF). PL 1995, c. 645, §B10 (AMD). PL 1995, c. 645, §B24 (AFF). PL 1997, c. 69, §1 (AMD). PL 1999, c. 734, §2 (AMD). PL 1999, c. 751, §1 (AMD). PL 2001, c. 444, §1 (AMD). PL 2001, c. 453, §§1,2 (AMD). PL 2001, c. 453, §4 (AFF). PL 2001, c. 671, §10 (AMD). PL 2003, c. 652, §B4 (AMD). PL 2003, c. 652, §B8 (AFF). PL 2005, c. 420, §§1,2 (AMD). PL 2005, c. 433, §§8,9 (AMD). PL 2005, c. 433, §28 (AFF). PL 2005, c. 573, §3 (AMD). PL 2005, c. 683, §§A47,48 (AMD). PL 2007, c. 376, §1 (AMD). PL 2007, c. 383, §§14, 15 (AMD). PL 2009, c. 80, §§1, 2 (AMD). PL 2009, c. 437, §§1, 2 (AMD). PL 2011, c. 22, §§1, 2 (AMD). PL 2011, c. 356, §12 (AMD). PL 2013, c. 496, §11 (AMD). PL 2013, c. 586, Pt. I, §§1, 2 (AMD). PL 2017, c. 8, §1 (AMD). PL 2017, c. 43, §§1, 2 (AMD). PL 2019, c. 377, §6 (REV). PL 2019, c. 397, §11 (AMD). PL 2023, c. 85, §§1, 2 (AMD). PL 2023, c. 257, §§9, 10 (AMD). PL 2023, c. 634, §§7, 8 (AMD). PL 2023, c. 646, Pt. A, §33 (AMD). PL 2025, c. 152, §1 (AMD). PL 2025, c. 382, §§1, 2 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) 7 State House Station · State House Room 108 · Augusta, Maine 04333-0007

Data for this page extracted on 10/20/2025 14:32:56



O25-26-26

Concourse Gathering Ordinance Repeal and Replace

Be it ordered by the Hermon Town Council, in Council assembled,
that the Concourse Gathering Ordinance be repealed and replaced
effective December 12, 2025.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____

CONCOURSE GATHERING ORDINANCE OF THE TOWN OF HERMON, MAINE

PREAMBLE

WHEREAS, The Inhabitants of the Town of Hermon, Maine are concerned about the effect of large numbers of people which attend outdoor gatherings such as pageants, exhibitions, amusement shows, theatrical performances, and music festivals and;

WHEREAS, Such outdoor gatherings in other parts of the United States of America have been of a spontaneous nature and did not provide for adequate provisions to continue normal Municipal services nor to provide adequate safe and healthful conditions the masses of people attending, and

NOW, therefore, the Town of Hermon hereby ordains these CONCOURSE GATHERING REGULATIONS in official Meeting Convened.

EFFECTIVE DATE: 10/13/78

AMENDMENTS EFFECTIVE: 03/01/91

AMENDED September 6, 2000; Effective October 6, 2000

AMENDED XXXX

Chapter 92: Concourse Gathering Ordinance

Effective Date: October 13, 1978

Amended: March 1, 1991

Amended: September 6, 2000

Repeal/Replace Amend: December 11, 2025

CHAPTER 92: CONCOURSE GATHERING

Section

General Provisions

- 92.01 Title
- 92.02 Purpose
- 92.03 Definitions

Permit Requirements and Regulations

- 92.04 Permit Requirement
 - 92.05 Permit Application
 - 92.06 Standards of Issuance
 - 92.07 Notice of Rejection
 - 92.08 Appeal Procedure
 - 92.09 Notice to Town Officials and Other Officials
 - 92.10 Contents of Permit
 - 92.11 Duties of Permittee
 - 92.12 Revocation of Permit
 - 92.13 Release of Corporate Surety Bond
 - 92.14 Separability
 - 92.15 Effective Date
-
- 92.99 Penalty

GENERAL PROVISIONS

§ 92.01 TITLE

- 1.1 This ordinance shall be known and may be cited as "Concourse Gathering Ordinance of the Town of Hermon, Maine", and will be referred to herein as "this ordinance".

§ 92.02 PURPOSE

- 2.1 The purposes of this ordinance are to further the maintenance of safe and healthful conditions for the masses of people which attend public outdoor gatherings and to assure the comfort, convenience, safety, health, and welfare of the citizens of the Town of Hermon, Maine and surrounding communities.

§ 92.03 DEFINITIONS

- 3.1 In general, words and terms used in this ordinance shall have their customary dictionary meanings. For the purpose of this ordinance, certain words and are defined as follows:

CONCOURSE: An outdoor space where crowds of people gather.

CONCOURSE GATHERING: A gathering of 500 or more persons in an outdoor space or a temporary structure.

CONCOURSE GATHERING PERMIT: A permit as required by this ordinance.

MUNICIPALITY: A City, Town, or other district having local self-government. The specific meaning of the word "municipality" used herein would be the Town of Hermon, Maine.

PARKING SPACE: A minimum area of two hundred (200) square feet, exclusive of drives, aisles, or entrances, fully accessible for the storage or parking of vehicles.

PERSON: Any person, firm, partnership, association, corporation, company, or organization of any kind.

§ 92.04 PERMIT REQUIREMENT

- 4.1 No person shall engage in, participate in, aid, form, or start any concourse gathering unless a concourse gathering permit shall have been obtained from the municipal officers or designee.
- 4.2 This ordinance shall not apply to any governmental agency acting within the scope of its functions.

§ 92.05 PERMIT APPLICATION

- 5.1 A person seeking issuance of a concourse gathering permit shall file an application with the **municipal-officers Town Clerk**.
- 5.2 An application for a concourse gathering permit shall be filed with the **municipal-officers Town Clerk** not less than forty-five (45) days before the date on which it is proposed to commence the event. (Amended 9/6/00)
- 5.3 If the concourse gathering is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such concourse gathering permit shall file with the **municipal-officers Town Clerk** a communication in writing from the person proposing to hold the concourse gathering event authorizing the applicant to apply for the permit on his behalf.
- 5.4 The application for a concourse gathering permit shall set forth the following information:
 1. The name, address, and telephone number of the person applying to conduct such event requiring a concourse gathering permit.
 2. If the concourse gathering event is proposed to be conducted for, on behalf of, or by an organization, the name, address, and telephone number of the headquarters of the organization, and the names, addresses, and telephone numbers of the authorized and responsible officials of such organization.
 3. The name, address, and telephone number of the person who will be the chairman of the event and who will be responsible for its conduct.
 4. The name, address, and telephone number of the person or persons providing the site or sites for the concourse gathering event to be held.
 5. A written statement from the property owner or owners providing the site or sites for the concourse gathering event stating that he authorizes the use of his land for such event.
 6. The commencing date of the concourse gathering and the termination date of the concourse gathering and the commencing time and termination time on each date of the gathering.
 7. The location or locations of the concourse gathering event.
 8. The number of persons who, the number and kind of animals which, and the number and types of vehicles which are expected to attend and/or take part in concourse gathering event.

9. A Plan View Drawing of the site or specifically showing the location and size of the site, location and extent of water supply facilities, location and extent of sanitary facilities, location and extent of fire protection facilities, location and extent of first aid facilities, location and extent of dining facilities, location and extent of off-street parking facilities, and other pertinent data.
 10. A corporate surety bond from a company authorized to do business in the State of Maine insuring that after the event is over and the mass of people have vacated the site or sites the grounds shall be left in a clean and neat fashion, and damages to public and/or private property arising out of or in connection with the event will be paid promptly. Such bond shall be in the amount of five thousand dollars (\$5,000.00) for each one thousand (1,000) persons or fractional part thereof, expected to be in attendance.
- 5.5 The **Town Manager**/Municipal Officers may request any additional information which is deemed reasonably necessary for a fair determination to issue a concourse gathering permit.
- 5.6 There shall be paid at the time of filing the application for a concourse gathering permit a fee of fifty dollars (\$50.00).
- 5.7 The **Town Manager**/Municipal Officers ~~municipal officers~~ may waive any section of this § 92. if they deem such action necessary.
- 5.8 The Town Manager has authority to approve/disapprove concourse gathering permit for event size up to 1500 participants with minimal impact to the town infrastructure and roadways. The Municipal Officers shall approve events size exceeding 1500 participants and/or has a major impact to the town infrastructure and roadways.

§ 92.06 STANDARDS OF ISSUANCE

- 6.1 The Code Enforcement Officer may issue a permit after approval by the **Town Manager**/Municipal Officers for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, they find that:
1. The conduct of such gathering of people will not interfere with the normal movement of traffic.
 2. The concentration of persons, animals, and vehicles at the concourse gathering site will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
 3. The conduct of such gathering of people will not create a fire hazard such as

to grassland or woodland.

Control over the concourse gathering will be such that the entire group of people understand that this ordinance does not grant any property rights, it does not authorize any person to trespass, it does not authorize any person to infringe upon or injure the property of another, it does not excuse any person of the necessity of complying with other laws and regulations.

6.2 WATER SUPPLY

6.2.1 The water supply shall be adequate, of a safe, sanitary quality, and from a source approved by the Town of Hermon Plumbing Inspector.

6.2.2 All water supplies shall be subject to inspection at all times by the Town of Hermon Plumbing Inspector. Water from such sources shall not be used or supplied to the public unless samples there from have been tested and approved by the State of Maine Department of Health and welfare within the preceding six (6) months. A copy of the water analysis shall be available on the premises.

6.2.3 Supplies of safe, sanitary, potable water shall be located throughout the concourse gathering area at reasonable intervals or sequence. The volume of water available at these locations shall be such that it will serve each person a minimum of one- and one-half gallons per day. There shall be an adequate number of spigots, drinking cups, and dispensers provided at these water supply locations.

6.3 OFF STREET PARKING FACILITIES

6.3.1 Adequate off-street parking facilities shall be provided and shall be subject to approval of the Town of Hermon's Road Commissioner.

6.3.2 Off street parking facilities shall be provided at a minimum rate of one parking space for each four-(4) persons reasonably expected to attend.

6.3.3 All entrances to the off-street parking facility from a public street shall be approved by the Town of Hermon's Road Commissioner or the State of Maine's Department of Transportation or both. Any expense involved with the provision of these entrances shall be borne by the permittee.

6.3.4 Traffic Officers shall be provided at each off-street parking entrance during periods of substantial use. It shall be the obligation of the permittee to provide said traffic officers and bear any and all expenses involved.

6.4 SANITATION FACILITIES

6.4.1 Solid waste containers constructed of metal, wood, or plastic shall be located throughout the concourse gathering area at a reasonable interval for the disposal

of material such as paper, cans, bottles, and garbage. These containers shall be emptied of all their contents at least every twenty-four hours. The material from these containers shall be disposed of by removal from the gathering site and taken to a municipal dump.

6.4.2 Separate male and female toilet facilities shall be provided at the rate of one toilet facility for each forty persons. One third of the male facilities may consist of urinals. Hand washing provisions shall be available at each toilet facility and shall consist of stored water in containers equipped with spring operated spigots, soap dispensers, and paper towels. Adequate provision for the disposal of hand washing wastewater shall be made such as by dry wells or soakage pits.

6.4.3 All sanitary facilities shall be subject to inspection at all times by the Town of Hermon Plumbing Inspector.

6.5 MEDICAL FACILITIES

6.5.1 ~~A first aid facility shall be provided. This facility shall consist of a structurally stable enclosure and stocked with medical supplies sufficient to administer necessary medical attention to the number of people attending the concourse gathering. The first aid facility shall be staffed with a minimum of two licensed ambulance attendants. The first aid plan for facilities shall be approved by the Town of Hermon Fire Chief and shall be subject to inspection at all times by the Town of Hermon Fire Chief.~~

~~A minimum of two vehicles, in a safe and good running condition, shall be available at all times (with a driver for each vehicle) to be used as ambulances.~~

~~The first aid facility shall be subject to inspection at all times by the State of Maine Health and Welfare Department.~~

6.6 POLICE PROTECTION

6.6.1 Police protection shall ~~be set by Council~~ reviewed for each individual application based upon the perceived need ~~as determined by Town Manager or Municipal Officers.~~

6.7 FIRE PREVENTION FACILITIES

6.7.1 Fire prevention facilities shall be provided throughout the concourse gathering area. Equipment such as fire extinguishers, shovels, brooms, sand, and water shall be provided.

6.7.2 The fire prevention facilities shall be approved by the Town of Hermon Fire Chief and shall be subject to inspection at all times by the Town of Hermon Fire Chief.

6.8 SETBACKS

- 6.8.1 All activities, including parking, shall be set back at least 200 feet from property lines. The Council may increase/decrease this distance if it feels that the increase/decrease is warranted to protect the health, safety and welfare of the community and its residents.

§ 92.07 NOTICE OF REJECTION

7.1 The ~~Town Manager~~/Municipal Officers shall act upon the application for a concourse gathering permit within thirty (30) calendar days after the filing thereof. The ~~Municipal Officers~~ ~~Town Manager~~ shall send a letter to the abutters of the property on which the gathering is proposed, notifying them of the date of the Council Meeting at which the event shall be discussed and that a copy of the application is on file with the Town. If the ~~Town Manager or~~ Municipal Officers disapproved the application, they shall mail to the applicant within fifteen (15) days after the date upon which the application was filed, a notice of their action, stating the reasons for their denial of the permit.

§ 92.08 APPEAL PROCEDURE

- 8.1 Any person aggrieved by the denial of the ~~Town Manager~~/Municipal Officers to issue a concourse gathering permit shall have the right to appeal the denial of the concourse gathering permit to the Town of Hermon Board of Appeals.
- 8.2 The appeal shall be taken within seven days after notice. Board of Appeals shall act upon the appeal at their next regularly scheduled meeting.

§ 92.09 NOTICE TO TOWN OFFICIALS AND OTHER OFFICIALS

- 9.1 Immediately upon issuance of a concourse gathering permit, the Town Manager ~~Municipal Officers~~ shall send a copy thereof to the following:

1. The Town Manager;
2. The Town Attorney;
3. The Fire Chief; ~~and~~
4. The ~~State Police Chief~~ Law Enforcement agencies. ~~and~~
5. ~~The Municipal Officers of:~~
6. ~~Town of Levant;~~
7. ~~Town of Glenburn;~~
8. ~~City of Bangor;~~
9. ~~Town of Hampden;~~
10. ~~Town of Newburgh; and~~

11. Town of Carmel

§ 92.10 CONTENTS OF PERMIT

10.1 Each concourse gathering permit shall state the following information:

1. Starting Date;
2. Ending Date;
3. Location; and
4. Such other information as the Municipal Officers shall find necessary for the enforcement of this ordinance.

§ 92.11 DUTIES OF PERMITTEE

- 11.1 A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- 11.2 The concourse gathering chairman or other person heading such activity shall post the permit in a conspicuous place on the site of the concourse gathering.

§ 92.12 REVOCATION OF PERMIT

- 12.1 The **Town Manager and/or** Municipal Officers shall have the authority to revoke a concourse gathering permit issued hereunder upon application of the standards for issuance herein set forth.

§ 92.13 RELEASE OF CORPORATE SURETY BOND

- 13.1 Before a permittee may be released from any obligation required by **his the organization's issued** corporate surety bond, the Municipal Officers will require from the Town Manager, and whatever other agencies may be involved, certification that the concourse site or sites have been satisfactorily cleaned up and that all damages to public and private property have been settled.

§ 92.14 SEPARABILITY

- 14.1 The invalidity of any provision of this ordinance shall not invalidate any other part.

§ 92.15 EFFECTIVE DATE

- 15.1 This ordinance shall take effect and be in force thirty (30) days after passage by the Town Council.
- 15.2 The effective date of this (original) Ordinance is October 13, 1978. **Amended March 1, 1991, September 6, 2000 and December 11, 2025.**

15.3 This ordinance incorporates all amendments that have been approved.

§ 92.99 PENALTIES was 92.14

- 99.1 Any person, firm, or corporation convicted of violating any of the provisions of this ordinance shall be fined an amount not less than fifty dollars (\$50.00) or an amount exceeding one thousand dollars (\$1,000.00) per day for each separate violation.**

CONCOURSE GATHERING ORDINANCE PREAMBLE

WHEREAS, The Inhabitants of The Town of Hermon, Maine are concerned about the effect of large numbers of people which attend outdoor gatherings such as pageants, exhibitions, amusement shows, theatrical performances, and music festivals and,

WHEREAS, such outdoor gatherings in other parts of the United States have been of a spontaneous nature and did not provide for adequate provisions to continue normal municipal services nor to provide adequate safe and healthful conditions to the masses of people attending, and

NOW, therefore, The Town of Hermon hereby ordains these amendments to the concourse gathering ordinance in meeting convened.

SIGNED this 30th day of January, 1991 by the Municipal Officers:

Peggy A. Elmer, Chairperson Guy A. Brown
John R. Page, Sr. Anne S. Freeman Walter J. Munn, Jr. Ralph T. Carr

EFFECTIVE DATE: 03/01/91

AMENDMENTS TO THE CONCOURSE GATHERING ORDINANCE FOR 01/30/91:

§ 92. 3 DEFINITIONS - CONCOURSE GATHERING

CURRENT: A gathering of 1,000 or more persons in an outdoor space or a temporary structure.

PROPOSED: A gathering of 500 or more persons in an outdoor space or a temporary structure.

§ 92. 5 PERMIT APPLICATION, 5.2:

CURRENT: An application for a concourse gathering permit shall be filed with the Municipal Officers not less than thirty (30) days nor more than sixty (60) days before the date on which it is proposed to commence the event.

PROPOSED: An application for a concourse gathering permit shall be filed with the Municipal Officers not less than forty-five (45) days or more than sixty (60) days before the date on which it is proposed to commence the event.

§ 92. 5 PERMIT APPLICATION, 5.4 (6):

CURRENT: The commencing date of the concourse gathering and the termination date of the concourse gathering.

PROPOSED: ADD: And the commencing time and termination time on each date of the gathering.

§ 92. 5 PERMIT APPLICATION, 5.6:

CURRENT: There shall be paid at the time of filing the application for a concourse gathering permit a fee of twenty-five dollars (\$25.00).

PROPOSED: There shall be paid at the time of filing the application for a concourse gathering permit a fee of fifty dollars (\$50.00).

6.6 POLICE PROTECTION, 6.6.1:

CURRENT: Police protection shall be set by Council for each individual application.

PROPOSED: ADD: Based upon the perceived need.

6.8 SETBACKS 6.8.1:

CURRENT: none.

PROPOSED: ADD:

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6.8 Setbacks

6.8.1

All activities, including parking, shall be set back at least 200 feet from property lines. The Council may increase/decrease this distance if it feels that the increase/decrease is warranted to protect the health, safety and welfare of the community and its residents.

§ 92. 7 NOTICE OF REJECTION, 7.1:

CURRENT: The Municipal Officers shall act upon the application for a concourse gathering permit within fifteen (15) calendar days after the filing thereof. If the Municipal Officers disapproved the application, they shall mail to the applicant within fifteen (15) days after the date upon which the application was filed, a notice of their action, stating the reasons for their denial of the permit.

PROPOSED: The Municipal Officers shall act upon the application for a concourse gathering permit within thirty (30) calendar days after the filing thereof. **ADD:** The Municipal Officers shall send a letter to the abutters of the property on which the gathering is proposed, notifying them of the date of the Council Meeting at which the event shall be discussed and that a copy of the application is on file with the Town.

PREAMBLE

WHEREAS, The Inhabitants of the Town of Hermon, Maine are concerned about the effect of large numbers of people which attend outdoor gatherings such as pageants, exhibitions, amusement shows, theatrical performances, and music festivals and,

WHEREAS, Such outdoor gatherings in other parts of the United States of America have been of a spontaneous nature and did not provide for adequate provisions to continue normal Municipal services nor to provide adequate safe and healthful conditions to the masses of people attending,

NOW, therefore, the Town of Hermon adopts this amendment to the Concourse Gathering Ordinance of the Town of Hermon, Maine in official meeting Convened:

5.2 An application for a concourse gathering permit shall be filed with the municipal officers not less than forty-five (45) days or more than sixty (60) days before the date on which it is proposed to commence the event.

SIGNED THIS 6th day of September 2000, BY THE MUNICIPAL OFFICERS:

Anthony D. Smen Donald E. Shepley Anne S. Freeman Janet Bart
Stanley E. Chapman Andre E. Cushing, III Louis F. Lachance

Adopted Effective

September 6, 2000
October 6, 2000



O25-26-27

**MCCL LLC (DBA) The Sports Arena liquor license renewal
and upgrade to Class A license**

Be it ordered by the Hermon Town Council, in Town Council assembled, to approve MMCL LLC (DBA) The Sports Arena liquor license renewal and upgrade to a Class A license on Thursday, December 11, 2025.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



Application Copy

File Number: 114371

Job Type: Renewal Application

LICENSE # BLC-23-106604	APPLICATION DATE RECEIVED 2025-11-12
LICENSE TYPE On-Premises: Beer, Wine & Spirits	LICENSEE MCCL, LLC
AGENT NAME	EFFECTIVE DATE 2025-01-03
EXPIRES 2026-01-02	STATUS Active
PREMISES NAME The Sports Arena	
NEW SECONDARY LICENSE(S) None selected	
PREMISES TYPE Bowling Center	PREMISES NAME The Sports Arena
OPERATOR MCCL, LLC	
PHYSICAL ADDRESS 1640 HAMMOND ST HERMON ME 04401-1118	
MAILING ADDRESS 1640 HAMMOND ST HERMON ME 04401-1118	
CONTACT NAME BLAINE MEEHAN	PREFERRED CONTACT METHOD Email

CONTACT PHONE
(207) 573-8700

ALTERNATE PHONE

FAX

EMAIL

thesportsarena207@gmail.com

QUESTIONS

On-Premises: Beer, Wine & Spirit

1. Is your business (including any DBA) registered and in good standing with the Maine Secretary of State?

Answer "No" if you are a Sole Proprietor.

Yes

20250645DC

2. Does the licensee or applicant(s) have any interest in any other Maine Liquor License?

No

3. Is the applicant/licensee an individual, partnership, or association?
(Not a corporation or LLC)

Yes

Yes

4. Are all licensees/applicants residents of the State of Maine?

Yes

5. Is your license for a club with a membership?

No

6. Is your license application for Vessel Corporation?

No

7. Do you have a valid and current health license issued by Maine Department of Health and Human Services OR the Department of Agriculture?

Yes

(document uploaded)

8. Do you have a license from the Office of the State Fire Marshal?
Contact (207) 626-3870 to determine whether licensure is necessary.

No

9. Will any law enforcement officer directly benefit financially from this license, if issued?

No

10 Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

No

11 Is the licensee/applicant(s) directly or indirectly giving aid or assistance in the form of money, property, credit, or financial assistance of any sort, to any person or business entity holding a liquor license granted by the State of Maine?

No

12 What is the full name and date of birth of the person managing this premises?

Brenton Adkins 03/11/1990

13 Has any of the listed applicants, an immediate family member of an applicant, or an employed manager been denied a liquor license or had a liquor license revoked within the last 5 years?

No

14 Is any of the listed applicants the spouse, father, mother, child or other immediate family member of a person whose liquor license has been revoked or denied in the last 6 months?

No

15 Has any licensee/applicant or employed manager ever been convicted of any violation of the liquor laws in Maine or any State of the United States within the last 5 years?

No

16 Has the licensee/applicant(s) or manager ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?

No

17 Does the licensee/applicant have any arrangement such as a lease where rent is based on sales, an agreement where another party receives a portion of the revenue or profits from the business, or a right to acquire an ownership interest in the business?

No

18 At which address are your business records located?

1640 Hammond St Bangor Maine 04401

19 What will be your business hours? Please indicate each day's open and close times.

Sunday- 12pm-midnight

Monday- Closed

Tuesday- 5pm-11pm

Wednesday- 5pm-11pm

Thursday- 5pm- 11pm

Friday- 4pm- midnight

Saturday- 12pm- midnight

20 Please provide the name and distance from the premises to the nearest school, school dormitory and place of place of worship, measured from the main entrance of the premises to the main entrance of the school, school dormitory and place of worship by the ordinary course of travel.

Hermon High School 3.6 miles

21 Is your application for a Hotel or Bed & Breakfast?

No

22 What is the gross food income for the licensure period that will end on the expiration date?

400000

23 What is the gross income from beer, wine, and spirits for the licensing period ending on the expiration date?

400000

24 Do you have a food menu?

Yes

(document uploaded)

25 How many seats do you have? Include indoor and outdoor seating.

150

26 How many bathrooms do you have available to the public?

4- 9 total toilets

27 Do you currently have any advertising or sponsorship agreements with a wholesale licensee or certificate of approval holder (including agreements for signage, naming rights, event sponsorships or branded areas)?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Supplemental Ownership Form	102 Supplemental Ownership Form and Affidavit-2.pdf	Ownership form

Maine Health or Agriculture
License

IMG_7286 (2).jpg

2025 Health License

Food Menu

Screenshot 2025-11-12
131945.png

Current food menu

Premises Floor Plan

doc006370202511121344
31.pdf

Floor plan

APPLICANT

MCCL, LLC

DECLARATION

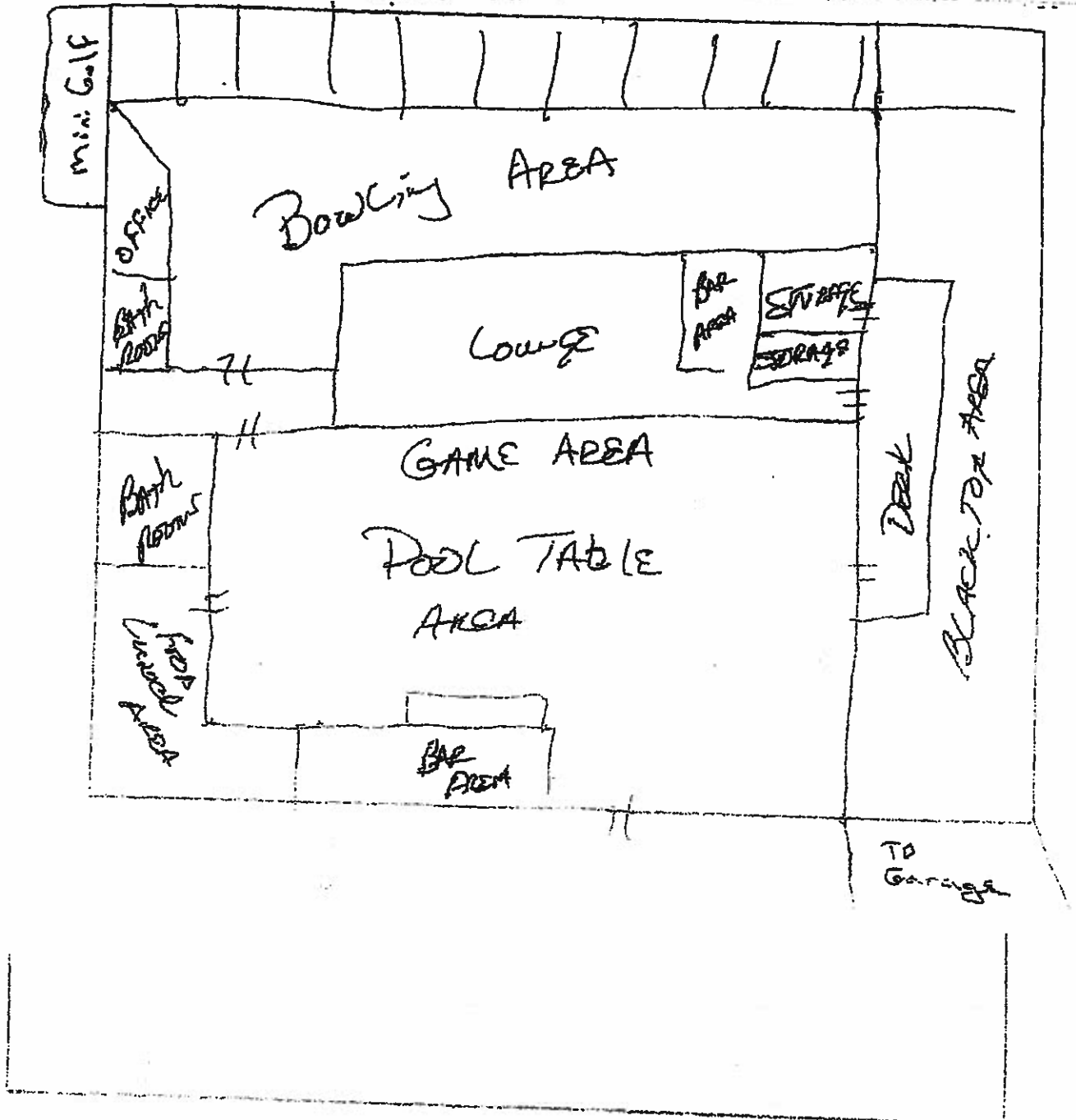
- ☒ I certify that I am the applicant as described in this application, or that I am duly authorized to submit this application on the applicant's behalf.

All information provided in this application is accurate and correct. I understand that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorize by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas of the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise



THE Sports ARENA

DOORDASH

APPETIZERS

MOZZARELLA STRIPS (20)	\$9.50
FRIES PICKLES	\$8.00
ONION RINGS	\$8.75
LARGE FRIES	\$8.75
SMALL FRIES	\$8.75

PIZZA

	16"	12"
CHEESE	\$15.25	\$8.75
-1 REG TOPPING	\$2.25	\$1.75
-1 MEAT TOPPING	\$3.75	\$3.00
REGGIE	\$16.75	\$13.00
COMBO	\$18.00	\$13.00
EXTRA CHEESE	\$3.75	\$2.25
BREADSTICKS	\$15.50	\$9.00
GLUTEN FREE 10"	\$9.50	

TOPPINGS

BALCON / BEEF / PEPPERONI / SAUSAGE
BLACK OLIVES / GREEN PEPPERS /
JALAPENOS / MUSHROOMS / ONIONS

SPECIALTIES

	16"	12"
BUFFALO CHICKEN PIZZA	\$19.75	\$14.00
BBQ CHICKEN PIZZA	\$19.75	\$14.00
CHICKEN BACON RANCH PIZZA	\$20.75	\$15.00

LOADED BUFFALO CHICKEN BREADSTICKS	\$14.00
LOADED BBQ CHICKEN BREADSTICKS	\$14.00
LOADED CHICKEN BACON RANCH BREADSTICKS	\$15.00
LOADED CHEESESTEAK BREADSTICKS	\$14.00
LOADED REGGIE BREADSTICKS	\$11.00

WINGS

BONE-IN (20)	\$33.00
BONE-IN (10)	\$19.25
BONE-IN (5)	\$10.75
BONELESS (20)	\$25.50
BONELESS (10)	\$14.75
BONELESS (5)	\$7.50

BIRDING FLAVORS

BBQ / BUFFALO / D-DANNY'S BUFFALO / GARLIC PARMESAN
SAUT & MINEGAR / SWEET RED CHILI / TERIYAKI /
BLUE CHEESE / RANCH

FROM THE GRILL

CHEESEBURGER BASKET W/ FRIES	\$12.00
12" BEEF CHEESESTEAK W/ FRIES	\$15.00
6" BEEF CHEESESTEAK W/ FRIES	\$10.00
BEEF QUESADILLA	\$10.00
(2) HOT DOGS W/ FRIES	\$9.50

12" CHICKEN CHEESESTEAK W/ FRIES	\$15.00
6" CHICKEN CHEESESTEAK W/ FRIES	\$10.00
CHICKEN TENDERS W/ FRIES	\$10.00
CHICKEN QUESADILLA	\$10.00
REGGIE QUESADILLA	\$9.00

ICE CREAM

MIX FIELD'S COOKIE	\$4.00
COOKIES & CREAM	\$3.50
ICE CREAM SANDWICH	\$2.00

WWW.SPORTSARENA.ME.COM

ALL MENU PRICES SUBJECT TO
SALES TAX

CALL US AT 207-698-5850

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 24902

EATING PLACE TIER 3 75 Seats (In)

EXPIRES: 01/05/2025

FEE: \$300.00

Jan. [Signature]
Acting Commissioner



NOT TRANSFERABLE

THE SPORTS ARENA
1640 HAMMOND ST
BANGOR ME 04401

ATTN BRENT ADKINS
NICKI LLC
THE SPORTS ARENA
1640 HAMMOND ST
BANGOR ME 04401

State of Maine

DEPARTMENT OF HEALTH AND HUMAN SERVICES

EST ID: 24902

EATING PLACE TIER 3 75 Seats (In)

EXPIRES: 01/05/2026

FEE: \$300.00

Jan. [Signature]
Commissioner



NOT TRANSFERABLE

THE SPORTS ARENA
1640 HAMMOND ST
BANGOR ME 04401

ATTN BRENT ADKINS
NICKI LLC
THE SPORTS ARENA
1640 HAMMOND ST
BANGOR ME 04401



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Supplemental Ownership Form

28-A M.R.S. §651

All Questions Must Be Answered Completely.

1. Company or sole proprietor legal name: MCCL LLC	2. Date of incorporation/registration: 10/11/2023	3. State of incorporation: Maine
--	---	--

List the following information for officers, directors, owners equal to or over 10%, and persons with indirect financial interest in the applicant.

Name	Date of Birth	Phone or E-mail	Address	Title	Ownership Stake (%)
Brent Adkins	03/11/1990	207-573-8700	81 fowler rd Hampden, ME 04444	Owner	50
Blaine Meehan	05/10/1987	207-478-4811	15 Charles St. Hampden ME 04444	Owner	50

Affidavit

ONLY COMPLETE THIS PAGE IF THERE ARE NO OWNERS OVER 10% LISTED ON PAGE 1

The undersigned authorized representative of the applicant swears or affirms that no person that holds an ownership interest in the applicant holds an ownership interest equal to or greater than 10%.

Affiant Signature

Date

Affiant Printed Name

State of _____, County of _____

I certify that on the date set forth below, the individual named above did appear personally before me and that I did identify this applicant by: (a) comparing his/her physical appearance with the photograph on the identifying document presented by the applicant and with the photograph affixed hereto, and (b) comparing the applicant's signature made in my presence on this form with the signature on his/her identifying document.

Signature of Notary Public

Date

Printed Name of Notary Public

WARNING: The statements on this application are made under oath or affirmation. False statements can be grounds for rejection of the application or suspension or revocation of a license. False swearing is a Class D crime punishable by up to 364 days incarceration and a \$2,000 fine.



025-26-28

Audit services for Fiscal Year ending 2026, 2027 and 2028

Be it ordered by the Hermon Town Council, in Town Council assembled, to the Town Manager, or his designee, to enter into an agreement with _____
for Audit services for Fiscal Year ending 2026, 2027 and 2028.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



R25-26-06

Continued Outsourcing of Major Public Works Services

WHEREAS, the Town Council has consistently sought to provide high-quality public services in a fiscally responsible manner; and

WHEREAS, an evaluation of service delivery models demonstrates that outsourcing major public works operations provides a favorable Return on Investment (ROI) and generates significant cost savings when compared to establishing and maintaining expanded municipal manpower, equipment fleets, facilities, and long-term capital improvement investments; and

WHEREAS, the Town acknowledges that maintaining a small, efficient municipal public works staff remains essential to ensuring effective facility oversight, coordination with contractors, and timely response to operational needs;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HERMON THAT:

1. The Town Council hereby affirms and authorizes the continued outsourcing and contracting of major public works services, including but not limited to road construction, large-scale maintenance, specialized infrastructure work, and other major service functions traditionally fulfilled by public works departments.
2. The Town's existing municipal public works staff shall continue to be responsible for:
 - Facility management and maintenance;
 - Oversight and liaison duties for all contracted public works projects;
 - Minor public works tasks necessary to ensure the safety of vehicle traffic and pedestrians;
 - Sewer system maintenance; and
 - Operations of the waste disposal and transfer station.
3. The Town Manager is authorized to execute and administer contracts necessary to support this service delivery model, ensuring accountability, quality of work, and cost-effective use of public funds.

BE IT FURTHER RESOLVED that this model of service delivery shall remain subject to periodic review by the Town Council to ensure continued financial efficiency and operational effectiveness.

Continued Outsourcing of Major Public Works Services

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



O25-26-29

Fund Balance Policy

Be it ordered by the Hermon Town Council, in Town Council assembled, to accept the Fund Balance Policy as follows:

Fund Balance Policy

1. Purpose

A. The purpose of this policy is to establish a target level of fund balance for the general fund and to establish a process and criteria for the continued evaluation of that target level as conditions warrant.

B. This policy shall also establish a process for reaching and or maintaining the targeted level of fund balance, and the priority for the use of resources in excess of the target.

2. Definitions and Classifications

A. Fund Balance is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in the governmental fund.

Governmental fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications for the general fund are as follows.

1) Non-Spendable: Resources which cannot be spent because they are either;

- a) Not in spendable form
 - b) Legally or contractually required to be maintained intact
- 2) Restricted: Resources with constraints placed on the use of resources which are either;
- a) Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or
 - b) Imposed by law through constitutional provisions or enabling legislation.
- 3) Committed: Resources which are subject to limitations the government imposes upon itself at its highest level of design making, and that remain binding unless removed in the same manner.
- 4) Assigned: Resources neither restricted nor committed for which a government has a stated intended use as established by the Town Council, or a body or official to which the Town Council has delegated the authority to assign amounts for specific purposes.
- 5) Unassigned: Resources which cannot be properly classified in one of the other four categories. The General Fund should be the only fund that reports a positive unassigned fund balance amount.

The committed, assigned, and unassigned classifications are often referred to, in the aggregate as the unrestricted fund balance.

B. GAAP: Generally Accepted Accounting Principles in the United States.

C. Encumbrances: Amounts encumbered at year-end by contract, including purchase order, or encumbered by some other means shall be classified as assigned. (GAAP)

D. Budget Appropriation: Amounts appropriated in the annual budget resolve, or in any supplemental budget resolves, for expenditures in ensuing fiscal year shall be classified as assigned. (GAAP)

E. Capital Budget: Amounts designated for use in the first year of the capital improvement program, whether by appropriation or advance to another fund, shall be classified as assigned.

3. Background and Considerations

A. Fund balance is intended to serve as a measure of financial resources in a governmental fund. The Town's management, credit rating agencies, and others monitor the levels of fund balance in the general fund as an important indicator of the Towns' economic condition. While credit agencies have always analyzed fund balance as part of their evaluation of creditworthiness, increased attention has been focused on determining sufficient levels because of recent events in the credit markets.

In Establishing an appropriate level of fund balance the Town has considered the following factors:

- 1) Property tax base
- 2) Non-Property tax revenues
- 3) Exposure to significant outlays
- 4) Debt Profile
- 5) Liquidity
- 6) Budget Management
- 7) Future Uses
- 8) Employment base
- 9) Town's operating Characteristic
- 10) Diversity of tax base
- 11) Working Capital needs
- 12) Impact on Bond Rating
- 13) State and local economic outlooks
- 14) Emergency and disaster risks

4. Policy

The Town of Hermon recognizes the importance of maintaining an appropriate level of Unassigned Fund Balance. After evaluating the Town's operating characteristics, diversity of tax base, reliability of non-property tax revenue sources, working capital needs, impact on bond rating, State and local economic outlooks, emergency and disaster risk, and other contingent issues. The Town establishes the following goals regarding the Unassigned Fund Balance of the General Fund for the Town of Hermon, Maine.

It is the policy of the Town of Hermon to maintain Unassigned Fund Balance in the General fund at 17 – 25% of the last years audited expenditures, measured on a GAAP basis.

Once the Town achieves its goal of an appropriate level of Unassigned Fund Balance, any excess funds over 25% may be used to increase designated reserves, the Town's contingency fund or utilized for capital improvement projects through Annual or Special Town Meeting vote.

If the Unassigned Fund Balance drops below 17%, the Town will develop a plan, implemented through the annual budgetary process, to bring the balance to the target level over a period of no more than three (3) years. In addition, the Town will not decrease the Fund Balance to less than 17% of the Town's audited operating budget. This amount equals approximately (2) months expenditures.

The Finance Director shall report fund balance in the appropriate classifications and make the appropriate disclosures in the Town's financial statements. Unless already classified as restricted or committed, the following balances shall be classified as assigned according to GAAP or a matter of policy. Additional amounts may be assigned by authority of the treasurer.

This policy has been adopted by the Town to recognize the financial importance of a stable and sufficient level of the Unassigned Fund

Balance for emergencies and other requirements the Town believes to be in the best interest of the Town.

5. Policy Administration

Annually the Finance Director shall report the Town's fund balance and the classification of the various components in accordance with GAAP and this policy.

The Finance Director will report whether changes or additions to existing provisions or consideration have been identified that would change any provision(s) of the current policy.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



025-26-30

Northern Borders Regional Grant- Request for Engineering Qualifications

Be it ordered by the Hermon Town Council, in Town Council assembled, that the Hermon DECD department is authorized to advertise "Requests for Proposals" following the "NBRC Guidelines Manual", for both the Logistics Lane Sewer System Improvement Project, and the Hammond Street Lift Station Replacement Project.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion_____

Yeas_____

Second_____

Nays_____

Date_____



December 1, 2025

MEMO

Re: Council Agenda Item- December 11, 2025

Stephen,

Please place an agenda item on the December 11, 2025, Council Meeting for a Presentation for an SSES/ Storm Water Capacity presentation by Michael Stein of Wright-Pierce. Also, Scott Perkins will present updates on the City of Bangor Interlocal Agreement and Northern Borders Regional Commission RFQ for engineering services for the Route 2 Lift Station Replacement and Logistics Lane Sewer system upgrade projects.

We will be asking the Council for any comments/ questions regarding the NBRC Grant/ RFQ Draft at the meeting.

Thanks,

Scott Perkins

Scott Perkins
Assistant Town Manager
DECD Director
(207) 852-2403 (cell)
(207) 848- 1010 (office)

Mailing address:
330 Billings Road
Hermon, ME 04401

Physical Address:
333 Billings Rd
Hermon, ME 04401

Telephone: 207 848-1010
FAX: 207 848-3316
Website: www.Hermonmaine.gov

AGREEMENT BETWEEN
TOWN OF HERMON, MAINE
AND
WRIGHT-PIERCE
FOR
SEWER SYSTEM EVALUATION SURVEY SERVICES

TABLE OF CONTENTS

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SECTION 1 - SCOPE OF SERVICES	2
SECTION 2 - COMPENSATION	6
SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES	7

EXHIBIT A – SCHEDULE OF TERMS AND CONDITIONS

Amendment No. 1	_____	dated	_____
Amendment No. 2	_____	dated	_____
Amendment No. 3	_____	dated	_____
Amendment No. 4	_____	dated	_____

AGREEMENT BETWEEN
TOWN OF HERMON, MAINE
AND
WRIGHT-PIERCE
FOR
SEWER SYSTEM EVALUATION SURVEY SERVICES

THIS IS AN AGREEMENT made as of _____, 2024 between TOWN OF HERMON, MAINE ("CLIENT") and Wright-Pierce ("ENGINEER"). CLIENT intends to complete a Sewer System Evaluation Survey (SSES) of the wastewater collection system (the "Project").

CLIENT and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by CLIENT as set forth in Section 2 below. Execution of this Agreement by ENGINEER and CLIENT constitutes CLIENT's written authorization to ENGINEER to proceed on the date first above written with the Services described in Section 1 below. This Agreement will become effective on the date first above written.

SECTION 1 - SCOPE OF SERVICES

The CLIENT has a wastewater collection system that conveys wastewater via pump stations to the City of Bangor wastewater collection system for treatment at the Bangor Wastewater Treatment Plant. The CLIENT is aware of potential legislation that would require municipalities to have an operations and maintenance plan for its collection system. Being proactive, the CLIENT is considering the proposed sewer system evaluation survey services to understand extraneous (inflow and infiltration) flows within the wastewater collection system and to provide the basis for building a future operations and maintenance plan.

The CLIENT does not have a comprehensive map of its system and has retained the services of Centerline Utility Services to develop a GIS based map of the system including locating manhole structures and to perform CCTV inspections of the sewer pipes.

I. Study and Report Phase

During the Study and Report phase, the ENGINEER shall perform the following primary tasks:

A. Project Administration and Meetings

1. ENGINEER will provide meeting agendas, minutes, and submit reports that detail work performed. This task also includes typical project administration activities. ENGINEER will prepare for and participate in meetings to kick-off and review progress of the project and obtain feedback and direction from the CLIENT. ENGINEER has budgeted for three meetings as follows:
 - Kick-off the project with the CLIENT in person

- Two virtual progress meetings, which will include a meeting to present and review the draft technical memorandum with the CLIENT prior to finalizing and submitting the technical memorandum.

B. Flow Monitoring

1. ENGINEER will install two flow meters in the sewer collection system and one rain gauge for ten weeks in the fall of 2024. The goal is to capture up to two wet weather events of 0.5-inches of rainfall or greater for best results. If there are fewer wet weather events than optimal, the monitoring period may be extended beyond ten weeks until sufficient data is captured at an additional cost. The two flow meters would be installed between the two basins: one prior to the Hammond Street Pump Station and one prior to the Odlin Road Pump Station. The final location of each flow meter will be determined based on a field review of specific manhole locations. During the field visit, ENGINEER will assist with determining the hydraulic suitability of manholes for collecting flow meter data.
2. ENGINEER will perform flow meter and rain gauge installations, up to four maintenance visits, and removal, which includes a vehicle and safety equipment to enter the manholes. The flow meters and rain gauge will collect data at 15-minute intervals. After installation, visit the flow meter and rain gauge sites to address any data issues, calibrate the flow meters through manual depth and velocity measurements, or address any other concerns. ENGINEER will coordinate the flaggers/police details, if needed.

C. Manhole Inspections

1. ENGINEER will perform up to 160 manhole inspections within the gravity mains of the collection system in accordance with the National Association of Sewer Service Company (NASSCO) Manhole Assessment Certification Program (MACP) standards. The purpose is to evaluate manhole condition and identify potential I/I sources. The manhole inspections will be MACP Level 2 inspection and performed by a two-person crew, at least one of whom will be MACP-certified.
2. The Level 2 inspections will be performed using a tripod-mounted video camera thus, no confined space entry will be required. Data to be recorded includes manhole physical information, pipe sizes, direction of flow, and observations of defects or potential problems. Data to be recorded includes manhole physical information, pipe sizes, direction of flow, and observations of defects or potential problems. The video camera will be utilized to document the condition of all interior parts of the manhole, including, but not limited to, the frame adjustment, chimney, walls, bench, and pipe seals.
3. ENGINEER will perform a QA/QC review of manhole inspection data as it is collected. Results of video camera-based manhole inspections will be recorded and provided as part of the deliverable. The inspection videos will also be provided. ENGINEER will coordinate the flaggers/police details, if needed.

D. CCTV Inspection Coding and Review

1. It is assumed the CCTV inspection contractor will inspect up to 40,000 linear feet of sewer pipes. The video files in "mpeg" format will be provided to ENGINEER. ENGINEER will provide the video files SewerAI to autocode conditions, features, and defects on up to 40,000 linear feet of data using automatic defect recognition (ADR) processes. ADR technology is limited to under 70% accuracy as it relates to standard defect coding using PACP codes. One of the ENGINEER's NASSCO PACP-certified engineers will review up to 15% of the sewer segments that were CCTV inspected. SewerAI will provide a deliverable that includes the PACP-access/exchange database, video/photo files, and PDF reports of inspections on a portable hard drive.

E. Data Analysis and Report Development

1. Following completion of primary field investigation tasks (Tasks A through D outlined above), the ENGINEER will review results and evaluate data collected. The analysis will include:
 - Summary of inflow and infiltration (I/I) impacts based on flow monitoring results.
 - Identification of structural and operation and maintenance issues.
 - Location of I/I sources.
 - A cost-effective analysis for I/I reduction.
 - Recommendations for rehabilitation and/or replacement.
2. ENGINEER will summarize the information in a deliverable (technical memorandum) for review by the CLIENT. The technical memorandum will document potential sources of I/I, recommended rehabilitation, a preliminary opinion of probable costs for the recommended rehabilitation.

II. Additional Services.

During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization. Additional Services may include the following secondary tasks:

F. Night Flow Measurements

1. ENGINEER will collect up to one night worth of flow isolation measurements within the gravity mains to identify areas of the sewer collection system with excessive infiltration. Flow isolations can also be used to supplement the flow monitoring program where meters may not pick up portions of the sewer collection system or further pinpoint areas of high infiltration. Night flow isolation testing consists of conducting an instantaneous depth measurement and velocity measurement in individual manholes. It is recommended the nighttime flow isolation be conducted between 11:00 PM and 5:00 AM under dry weather conditions and in the fall when the groundwater level may be high. ENGINEER will coordinate the police details.

G. Smoke Testing

1. As an alternative to the continuous flow metering, ENGINEER could also conduct smoke testing within the gravity mains to identify potential areas of the collection system that have direct sources of inflow, such as potential sump pump connections, connected roof leaders, and/or catch basins. It is recommended smoke testing be conducted when the seasonal groundwater is at its lowest (usually in summer). ENGINEER will perform up to five days of smoke testing (which is typically around 40,000 LF of sewers) in the summer of 2025. Another possibility is to perform the work in winter if there is no snow or ice on the ground.
2. Smoke testing will consist of using a gas-powered blower placed over centrally located manholes. Pressurized liquid smoke will then be released into the blower to fill the surrounding sewer system with non-toxic smoke vapor. We will have a 3-person crew perform the smoke testing.
3. Prior to performing smoke testing, ENGINEER will notify property owners and emergency response personnel of the pending smoke testing activities. The primary notification method will be doorknob hangers. ENGINEER's staff will distribute the doorknob hanger notifications to all the properties. We will also assist the CLIENT in developing language for announcements on the CLIENT's website and social media sites if they want additional methods to notify residents/business owners. The notifications provide a phone number if they have questions, health issues, or if smoke enters their houses. We will also notify the CLIENT's police and fire departments daily of where the smoke testing will occur. ENGINEER will coordinate the flaggers/police details, if needed.

H. Data Analysis and Report Development

1. Following completion of secondary field investigation tasks (Tasks F and G outlined above), engineers will review results, evaluate data collected, and summarize the information in the primary field investigation technical memorandum for review by the CLIENT.

III. Assumptions.

The scope of services is based on the following assumptions.

1. The CLIENT will provide GIS data that includes sewer pipe diameter and material, location of manholes, and unique identifiers (pipe and manhole numbers) for assets prior to ENGINEER starting 1) manhole inspections, 2) CCTV inspection coding and review, and 3) data analysis and report development. If this isn't available, ENGINEER can provide a proposal for completing this work.
2. The CLIENT will provide CCTV inspection videos in "mpeg" format.

3. The CLIENT will notify business and residents through social media, news releases and door hanger placement about impending smoke testing.
4. The CLIENT will pay directly for traffic control flaggers and/or police details and cruisers, if needed. Police details and cruisers will be necessary for night flow isolation work.

SECTION 2 - COMPENSATION

I. Payments to ENGINEER

ENGINEER's fee for the services outlined in the **SCOPE OF SERVICES** section of this Agreement is as follows:

For Scope Items A through E, a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10. Total compensation for these Scope Items is \$131,000. as summarized in the table below.

Task	Task Description	Labor	Expenses / Subcontractor	Total
A	Project Administration and Meetings	\$9,600	\$400	\$10,000
B	Flow Monitoring	\$23,300	\$9,700	\$33,000
C	Manhole Inspections	\$23,100	\$14,900	\$38,000
D	CCTV Pipe Inspections Coding and Review	\$4,800	\$13,200	\$18,000
E	Data Analysis and Technical Memo	\$30,400	\$1,600	\$32,000
Total		\$91,200	\$39,800	\$131,000

The maximum total compensation for the Project shall not exceed the total compensation for the scope items above without written authorization from the CLIENT. If it becomes apparent to ENGINEER at any time that changes in Scope or other issues impact total compensation, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project and any potential adjustments to Scope and/or compensation. Any resulting adjustments to compensation need to be approved by written authorization.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses times a factor of 1.0 and charges for Consultants' services times a factor of 1.10.

SECTION 3 – AUTHORIZED PROJECT REPRESENTATIVES

CLIENT shall designate a specific individual to fulfill its responsibilities under Section 2.1 of Exhibit A - Schedule of Terms and Conditions. ENGINEER has designated its authorized project representative below.

CLIENT Representative (name, title):

ENGINEER Representative (name, title):

Scott A. Perkins; DECD Director


Michael A. Stein, PE; Project Manager

This Agreement (consisting of pages 1 to 7 plus Exhibits A) constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CLIENT:

ENGINEER:

By: 
Title: Town Manager
Date: 5/22/24

By: _____
Title: _____
Date: _____

Address for giving notices:

TOWN OF HERMON

333 Billings Road

Hermon, Maine 04401

Address for giving notices:

WRIGHT-PIERCE

11 Bowdoin Mill Island, Suite 140

Topsham, Maine 04086

EXHIBIT A
SCHEDULE OF TERMS AND CONDITIONS
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EXHIBIT A - SCHEDULE OF TERMS AND CONDITIONS

1.0 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2.0 Client's Responsibilities

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

3.0 Reuse of Documents, Records

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed.

ENGINEER grants CLIENT limited license to use the Documents on the Project, subject to receipt by ENGINEER of full payment due or owing for all services related to the preparation of the Documents. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT. Such documents are not intended or

represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project.

Any such reuse, or modification, without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2 Records Retention/Access to Records

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of three (3) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3 Electronic Transmittals

CLIENT and ENGINEER may transmit, and shall accept, project-related correspondence, documents, data, drawings, specifications in electronic media or digital format either directly or through access to a secure file transfer protocol. The method of electronic transmittal will be by a mutually agreeable protocol.

CLIENT and ENGINEER make no representations as to the long-term compatibility, usability, or readability of the item resulting from the recipient's use of software applications, operating systems or computer hardware differing from those used by the transmitter.

CLIENT acknowledges that electronic data is changeable. CLIENT acknowledges that any revisions made to electronic data and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

4.0 Third Party Information

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party, and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility, a governmental body, agency or government (federal, state or local), water and/or sewer facility, district or entity, or, an agent or employee of CLIENT.

5.0 Estimates of Cost

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not

guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and all court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) arising from claims by third parties, to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. Environmental Indemnification

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, and employees and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to reasonable attorneys' fees and court or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, or other Constituents of Concern at, on, under or from the Project site, unless such claim is the direct result of ENGINEER's negligence or willful misconduct.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds Paid

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to

the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid up to the limits required in Section 7.1 on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is recovered with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, and employees and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

6.7. Florida Individual Liability Statute

For projects performed in the State of Florida, pursuant to Florida Statute 558.0035, employees of the ENGINEER may not be held individually liable for damages resulting from negligence under this agreement.

7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property, and from professional liability claims due to ENGINEER's negligent acts, errors or omissions. Upon request, ENGINEER shall list CLIENT as an additional insured on

ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

As long as it remains commercially available, ENGINEER shall procure and maintain the following insurance coverage:

- A. Worker's Compensation: Statutory Limits.
- B. Employer's Liability: \$500,000 per Accident and \$500,000 per Disease per Employee.
- C. Commercial General Liability, including Bodily Injury and Property Damage: \$1,000,000 occurrence and \$2,000,000 aggregate.
- D. Commercial Automobile Liability, including owned, hired and non-owned vehicles: Combined Single Limit of \$1,000,000 per accident.
- E. Excess Umbrella Liability: \$5,000,000 per occurrence and \$5,000,000 aggregate over the Employer's, Commercial General and Commercial Auto Liability.
- F. Professional Liability Insurance: \$1,000,000 per claim and \$3,000,000 annual aggregate.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT that are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

7.3. Additional Insurance

At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

8.0 Subsurface Conditions

8.1 Interpretations and Recommendations Based Solely on Information Available

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to release, indemnify, and hold the ENGINEER, and its Consultants harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to the ENGINEER, and its Consultants' attention or are not correctly shown on the plans furnished.

9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

10.0 Compensation

10.1. Direct Labor Costs

Direct Labor Costs means the hourly wages paid to ENGINEER's personnel. For salaried personnel, the imputed direct hourly rate shall be the weekly salary divided by 40.

10.2. Standard Billing Rates

ENGINEER's Standard Billing Rates mean Direct Labor Costs times ENGINEER's Standard Multiplier that is based on ENGINEER's standard and customary overhead rate and profit. Standard Multiplier will be adjusted as may be appropriate to reflect changes in its various elements. All such adjustments will be in accordance with generally accepted accounting practices.

10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, printing and photocopying costs, and field equipment rental. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within thirty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date, and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties, shall be adjudicated solely and exclusively within the aforementioned jurisdiction.

12.0 Financial Advisor

ENGINEER is not a financial professional firm and makes no recommendations as to the best way for CLIENT to fund the Project. ENGINEER recommends that CLIENT seek the advice of an Independent Registered Municipal Advisor or other financial professional regarding the type and structure of financing appropriate for the Project. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

13.0 Dispute Resolution

The parties hereto agree that prior to filing litigation they will meet to discuss any disputes or matters in question, and will consider alternative dispute resolution techniques to resolve all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

14.0 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

15.0 Precedence

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

16.0 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.0 Successors and Assigns

CLIENT and ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

18.0 Survival

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

19.0 Termination

The obligation to provide further services under this Agreement may be terminated:

19.1 For cause

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

19.2 By ENGINEER

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional, or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

19.3 For convenience

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

19.4 ENGINEER's Compensation

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination and all reimbursable expenses.

20.0 Force Majeure

ENGINEER shall not be responsible for damages resulting from delays that are caused by Acts of God, fires, natural disasters, epidemics, quarantines, or any other causes not within reasonable control of the ENGINEER. ENGINEER will promptly notify CLIENT of the cause of the delay and the parties agree to amend the Agreement to allow for extended completion time.

21.0 Equal Employment Opportunity

ENGINEER is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.

TO:	Scott Perkins, Economic & Community Development	DATE:	4/21/2020
FROM:	Michael Stein, PE	PROJECT NO.:	14091A
SUBJECT:	Route 2 (Hammond Street) Pump Station Upgrade Preliminary Design Memorandum		

1.0 BACKGROUND

The Route 2 (Hammond Street) pump station is sited on a small parcel of land (Map 23 Lot 63) owned by the Town, located on Route 2 (Hammond Street) adjacent to the City of Bangor municipal line. The pump station and associated force main were designed in 1974 and constructed shortly thereafter in the mid 1970's. The pump station is in the northern portion of Hermon's commercial center, and it is critical that this pump station be reliable, and continue to serve existing development, as well as future development that may be planned or occur in the sewer drainage area of the pump station. The pump station is operated by the City of Bangor wastewater staff.

Given the age of the pump station, the Town of Hermon retained Wright-Pierce to evaluate the pump station, provide recommendations, and provide a preliminary conceptual design to upgrade or replace the pump station to reliably meet current and future wastewater service needs. This memorandum provides the summary of the evaluation, recommendations, and conceptual design.

2.0 PUMP STATION

The pump station has two Smith & Loveless pumps with vacuum prime that pumps wastewater a very short distance and discharges into the City of Bangor's wastewater collection system. The pumps sit below grade in a steel can (often referred to as "tin cans" in the industry), and pump raw wastewater from a precast concrete wet well underneath the steel "tin can". The instrumentation, control and



Existing Route 2 Pump Station

electrical equipment are in part in the can, and in part above grade on a plywood backboard. The pump station has an exterior standby generator to ensure that wastewater continues to get pumped in the event of a failure in utility power.



Existing Access (Manway) to Precast Concrete Wet Well



Existing Smith & Loveless Pump and Ancillary Equipment in Steel "Tin Can"

The pump station includes the following specific components.

- 12-inch PVC influent pipe to the pump station wet well.
- Precast concrete wet well with level control located underneath the "tin can".
- Two, 250 gallon per minute (gpm), 38 feet total dynamic head (TDH) wastewater pumps.
- Each wastewater pump is paired with 5 horsepower (hp) motor.
- Electrical service is 3 phase, 60 hertz, 208 volts.
- Pumps along with some electrical and controls devices located in a below grade steel can ("tin can").
- Electrical and control panels located on an above grade plywood backboard.
- Blower and piping for ventilation in "tin can".



Existing Electrical & Controls Panels on Backboard

- Exterior generator for standby power source fueled by propane from underground fuel tank.
- 4-inch diameter high density polyethylene (HDPE) force main pipe.
- Magnetic flow meter located in 4-foot diameter manhole



Standby Generator

Historically, it was noted by the Town that odors, noise, and wastewater pump ragging and clogging issues have not been a problem at this pump station. It was observed in general, that the existing pump station, including many of its components, are at or near the end of their useful life.

3.0 SEWER DRAINAGE STUDY AREA

The Sewer Drainage Study Area, defined by the Town of Hermon, encompasses approximately 523 acres and includes the Route 2 corridor (Hammond Street) west from the City of Bangor municipal line, North Street, Iron Road, Vafiades Avenue, Propane Lane, Memory lane, Liberty Industrial Park, White Pine Industrial Park and the Freedom Park areas. This Study Area has a land use mix of residential, commercial, industrial, and undeveloped parcels. The total developed land is approximately 261 acres and the total developable land is approximately 262 acres with no reduction for wetlands or flood zones. It is anticipated the Zoning Districts within Study Area are anticipated not to change over the next 20-years. Reference Table 1 for the developed and developable acres for each land use.

TABLE 1
SEWER DRAINAGE STUDY AREA ACRES

	ZONING DISTRICT			
	Commercial	Industrial	Residential-C	Total
Developed	5	217	39	261
Developable	0	231	31	262
Total	5	448	70	523

3.1 Exiting Wastewater Flow Data

Monthly wastewater pump data for the existing pump station (March 2017 to April 2018) was obtained from the City of Bangor's Wastewater Department. The pump data consisted of the total monthly volume pumped and the periodic readings throughout the month as recorded by the exiting magnetic flow meter. Instantaneous or peak hourly flow data was not provided. Wastewater flow varied dramatically depending on the season and likely due to infiltration and inflow caused by high ground water conditions and wet weather events. The highest monthly total is April 2017 with a wastewater volume of approximately 2.54 million gallons or a monthly average daily flow of approximately 84,000 gallons per day (gpd). The lowest monthly total is August 2017 with a wastewater volume of approximately 173,000 gallons or a monthly average daily flow of approximately 5,600 gpd. Over the period from March 2017 to April 2018, the average daily flow is approximately 31,000 gpd. With the wide range of wastewater flow volumes, depending on the season of the year, it is recommended for the Town of Hermon to consider an evaluation of the existing sewer system to understand the origin of the extraneous wastewater flows and plan for the reduction of those flows.

It should be noted that in recent years, the existing magnetic flow meter at the pump station is suspect for accurately recording flow data despite numerous factory certified representative calibrations initiated by the Town of Hermon.

The next section of the memorandum will project the wastewater flow to be generated and summarize the current average water use, the estimated current wastewater flow, and the projected

future (20-year) wastewater flow for the Study Area. This projected future flow will be used in this to develop the design pump rate for the pump station.

3.2 Current Water Use and Density

Water use data (Year 2019) was obtained from the Bangor Water District for 95 of the 130 of developed parcels in the Study Area. The parcels in Study Area that are currently developed but had no water use data were assumed to be on private wells. Reference Table 2 for the current average water density in gallons per day per acre (gpd/acre) for each Zoning District in the Study Area based on meter data from the Bangor Water District and reference Table 3 for the current average water use for the Study Area. The assumed private well current average water use in Table 3 is based on the water use density in Table 2 multiplied by the number of developed acres in the Zoning District.

**TABLE 2
AVERAGE CURRENT WATER USE DENSITY FROM METER DATA**

	ZONING DISTRICT		
	Commercial	Industrial	Residential-C
Water Use Density (gpd/acre)	134	40	325

**TABLE 3
CURRENT AVERAGE WATER USE**

	ZONING DISTRICT			
	Commercial	Industrial	Residential-C	Total
Bangor District Data (gpd)	322	7,421	2,984	10,727
Assumed Private Well (gpd)	362	1,163	9,588	11,113
Total Current Water Use (gpd)	684	8,584	12,572	21,840

The total current average water use of 21,840 gpd matches reasonably well with the long-term average flow to the station of 31,000 gpd, realizing that infiltration and inflow into the sewer system from older pipes and manholes can add significantly to the actual water use.

3.3 Current Wastewater Flow and Density

Table 4 includes the current estimated wastewater flow and current wastewater density for the Study Area. The estimated current wastewater use is based on the total current average water use in Table 3 with a reduction of ten percent (10%) to account for consumptive use. The current wastewater density is calculated from the total current wastewater flow divided by the total developed acres. It should be noted that the land development in the Commercial and Industrial Zoning Districts results in an artificially low gpd per acre density.

TABLE 4
CURRENT WASTEWATER FLOW AND DENSITY

	ZONING DISTRICT		
	Commercial	Industrial	Residential-C
Average Daily flow (gpd)	615	7,726	11,315
Developed Acres	5	217	39
Density (gpd per acre)	123	36	290

3.3 Wastewater Flow Projection

The projected future (20-year) wastewater flow is based on build-out of the Study Area. It is important to note the time to reach build-out may be well beyond 20 years and will be dependent on the Town's zoning ordinance, growth of the local economy, and pressure by local developers.

The following assumptions were made in developing the build-out of the Study Area and projecting the future wastewater flow:

- Current build-out developed parcels wastewater density increases by fifty percent (50%) over 20-years.
- Current undeveloped industrial and commercial parcels have an average wastewater density of 500-gpd per acre per which is a typical value for areas similar to the Study area with mix of residential, commercial, and industrial use. Note from Table 4, the current

wastewater density for Commercial and Industrial Zoning Districts are 123 gpd per acre and 36 gpd per acre, respectively. Therefore 500-gpd per acre is conservative, assuming usage of parcels remain similar to current.

- An automatic single bay car wash opened this month on Route 2 at parcel (map 22 lot 73-001). Water use data is not available but is projected to be approximately 2,500 gpd based on up to 50-gallons per car with 50 car washes per day and the facility will not be recycling water.

An infiltration allowance is included in the total future wastewater flow projection. The *Guides for the Design of Wastewater Treatment Works, New England Interstate Water Pollution Control Commission, 2011 Edition (TR-16)* suggests a minimum allowance of 250-500 gpd per inch diameter per mile of sewer as an infiltration allowance for new sewer. Since this sewer was constructed in the mid 1970's, an infiltration allowance of 1,000-gpd per inch diameter per mile of sewer is being used and is included in the total future wastewater flow projection. There is approximately 0.80 miles (4,200 linear feet) of sewer with approximately 1,500 liner feet being 12-inch diameter and approximately 2,700 liner feet being 8-inch diameter results in an allowance of 7,500 gpd of infiltration.

To account for the peak hourly flow rates a peaking factor is applied to the average daily flow. *Figure 2-1* in *TR-16* suggests a peaking factor of 5.2 for average daily flows of approximately 150,000 gpd. Based on our experience, a peaking factor of 5.2 is very conservative therefore we have used a peaking factor of 4.0 as an appropriate and more typical peaking factor for the mix of land use similar to the Study Area. The following equation was applied to calculate peak design flow (PDF) from average daily flow (ADF) using the peaking factor (PF). $PDF = (ADF \times PF) + \text{Infiltration Allowance}$.

Reference Table 4 for the projected future (20-year) wastewater average daily flow, peak hourly flow, infiltration allowance, and peak design flow for the Study Area.

**TABLE 4
 STUDY AREA
 PROJECTED FUTURE (20-YEAR) WASTEWATER FLOW**

	ZONING DISTRICT			
	Commercial	Industrial	Residential-C	Total
Average Daily Flow (gpd)	1,000	130,000	27,000	158,000
Peak Hourly Flow (gpd)	4,000	520,000	108,000	632,000
Infiltration Allowance (gpd)				7,500
Peak Design Flow (gpd)				639,500
Peak Design Flow (gpm)				444

4.0 PUMP STATION ALTERNATIVES

As previously stated in this memorandum, it was observed in general, that the existing pump station, including many of its components, are at or near the end of their useful life. The two alternatives for the pump station types evaluated are upgrading the pump station in-kind and providing a new complete submersible type pump station.

Alternative 1 – Upgrade In-Kind

Alternative 1 consists of re-using the steel “tin can” structure and the precast concrete wet well structure underneath and replacing the pumps, motors, interior piping, controls, electrical system, ventilation system, flow meter, and standby generator. Re-using the existing wet well and steel “tin can” structures will require temporary bypass pumping while the construction takes place.

National Fire Protection Association (NFPA) 820 Standard for Fire Protection for Wastewater Treatment and Collection Facilities classifies below grade wastewater spaces as Class I, Division 2 environments. Environments rated as Class I, Division 2 require explosion proof equipment, which is much more expensive than standard equipment. It is possible to de-rate the space, to unclassified, which would allow for standard equipment by providing it with six air changes per hour. Six air changes per hour would be achieved by operating the blower within the dry well continuously to exhaust the interior air, which is inefficient. However, regardless of the interior

classification, accessing the steel “tin can” is a confined space entry without continuous ventilation and a potential hazard to the operations staff.

Therefore maintenance, access to the wet well via a small manway, physical condition of the steel “tin can”, NFPA code requirements, and the cost of long-term temporary bypass pumping during construction all impact the replacement of the pump station in-kind. Therefore, this alternative was not considered further, as well as any other alternative that required the re-use of the wet well and steel “tin can”.

Alternative 2 – New Complete Submersible Pump Station

Alternative 2 consists of a new complete submersible type pump station, including a new individual precast concrete wet well structure for the submersible pumps, precast concrete valve pit structure for check valves and isolation valves for each pump discharge, and precast concrete structure for the magnetic flow meter. Wright-Pierce recommends the use of non-clog style submersible pumps located directly in the wet well. Non-clog pumps are designed for solids handling, including rags, non-dispersible, and other stringy materials. These pumps use a recessed impeller or specially designed open rotor to be able to pass solids through the pumps. Solids can pass through the non-clog pumps equal to the diameter of the pump discharge, typically 2.5-inches to 4-inches. Some non-clog pump manufacturers have technology to minimize potential clogging beyond the basic solids handling. For example, Flygt has the “N-Impeller” which uses a technology to self-clean the impeller while in operation to minimize potential clogging. The non-clog submersible pumps are installed in the wet well on a stainless-steel circular slide rail system for easy removal for maintenance. Note with this alternative, the new pump station will be constructed while the existing pump station continues to operate and only require short-term temporary bypass pumping for when the existing sewer ties into new wet well and connection to the existing force main.

A concrete pad mounted outdoor rated enclosure will be used to house the pump controls, telemetry system, electrical system, and the ancillary equipment. A new generator will be housed in a concrete pad mounted outdoor rated sound attenuating enclosure. This approach, which includes

demolition of the wet well and steel “tin can” structures to minimum three feet below grade and fill with compacted granular fill after all equipment and appurtenances are demolished from the interior, will keep the area of impervious surface for the parcel approximately the same. The alternative will require additional land to be acquired by the Town from the adjacent property owner.

5.0 PUMP STATION DESIGN CAPACITY

The *Guides For Design of Wastewater Treatment Works* (TR-16) recommends a minimum velocity of 3.0 feet per second (fps) should be maintained in a force main to keep solids in suspension and minimize settling of solids. Typically, it is most efficient to have a force main velocity between 3.0 to 5.0 fps. It is recommended not to have velocity in a force main exceed 6.0 to 7.0 fps due to high friction losses in the pipe potentially resulting in the size of the wastewater pumps having to increase as well as accelerated erosion of the pipe. A velocity of 6.0 to 7.0 fps in a nominal 4-inch diameter pipe results in a flow rate of approximately 235 to 275 gpm. The existing pump station has a design capacity of 250 gpm and the existing force main pipe is a 4-inch HDPE pipe. Based on this, the existing force main velocity is approximately 6.5 fps.

With the projected future (20-year) wastewater peak flow of 639,500 gpd results in a pump station design capacity of approximately 444 gpm. At 444 gpm, the velocity in a nominal 4-inch force main pipe is over 11.0 fps and in a nominal 6-inch force main pipe the velocity is approximately 5.0 fps.

6.0 RECOMMENDATION

Because the potential future flow peak design flow is so much greater than the current flows and current pump station capacity, replacement of the existing pump station with a submersible type pump station to accommodate the current wastewater flows is recommended short-term. The station should have the infrastructure in-place to upgrade the submersible pumps to a higher pump rate when necessary to accommodate the projected 20-year wastewater flow.

As previously stated in this memorandum, the Route 2 (Hammond Street) pump station pumps wastewater into the City of Bangor's wastewater water collection system and the projected 20-year wastewater flow likely will have downstream impacts within the City of Bangor's wastewater collection system. A detailed evaluation of the downstream sewer collection system including pump stations within the City of Bangor is recommended prior to upgrading the new pump station to the pump the projected 20-year wastewater flow of 444 gpm. There could be significant upgrades needed and cost implications that are outside the scope of this Study.

Reference the attached Figure 1 for the Preliminary Site Layout and Figure 2 for the Pump Station Section View of the new submersible pump station. The following is recommended for the Route 2 (Hammond Street) Pump Station.

- Provide new duplex submersible pumps with a capacity of 250 gpm with the infrastructure in-place to be able to replace the pumps at a future date to accommodate the 20-year wastewater flow projection of 444 gpm. Pumps recommended will be submersible non-clog pumps designed for solids handling, including rags, non-dispersible, and other stringy materials. Pumps have a recessed impeller or specially designed open rotor to be able to pass solids through the pumps typically 2.5-inch to 4-inch diameter depending on pump discharge diameter. Non-clog pumps to have the technology to minimize potential clogging beyond the basic solids handling similar to the Flygt pumps with the "N-Impeller".
- Provide new 8-foot diameter precast concrete wet well at the end of the new bituminous driveway pavement sized to accommodate the 20-year wastewater flow projection. The top elevation of the precast concrete will be minimum one-foot above finish grade or 3-feet above the 100-year flood elevation. Pumps will be accessible via stainless steel circular slide rail system and a double leaf hatch cover for removal and maintenance. A davit crane base will be installed on the top of the precast concrete for placement of a portable davit crane for pump maintenance removal and maintenance. The wet well will also have a carbon canister on a "candy cane" vent for odor control.

- Provide new 6-foot diameter precast concrete valve vault directly adjacent to the wet well complete with check valves, isolation valves and a bypass connection point with a blind flange for future bypass pumping or for performing force main cleaning with a pig launcher. The top elevation of the precast concrete will be flush with the bituminous driveway pavement. Valve pit will be accessible via a manhole frame and cover.
- Provide new 4-foot diameter precast concrete flow meter manhole directly adjacent to the valve vault complete with new magnetic flow meter to measure the flow in the force main. The top elevation of the precast concrete will be flush with the bituminous driveway pavement. Flow meter manhole will be accessible via a manhole frame and cover.
- Provide new outdoor standby generator with automatic transfer switch sized to accommodate the future electrical load of the wastewater pumps necessary for the 20-year wastewater flow projection. The generator will be housed within an exterior weatherproof sound attenuating enclosure mounted on a concrete pad. Fuel source will remain propane and stored on-site on a concrete pad mounted fuel storage tank.
- Provide pump manufacturer's programmable logic controller (PLC) based pump station control panel with a touch screen operator interface terminal (OIT). The PLC will automatically control the pumps based on wet well level. The OIT will indicate totalized pump runtimes, wet well level, equipment status, pump operation setpoints and station alarms. Manual controls for the pumps shall also be provided. The control panel shall have a pump backup control circuit, using wet well float switches, that functions independently of the PLC. The primary wet well level measurement instrument will be a pressure transducer and floats switches for backup operation and alarm notification. The pump control system will also be coordinated with the City of Bangor's Wastewater Department.
- Provide concrete pad mounted weatherproof stainless-steel enclosure to house the pump control panel enclosure, automatic transfer switch enclosure, electrical distribution system enclosures, and the communication and Supervisory Control and Data Acquisition

(SCADA) system enclosure. The communication and SCADA system will be coordinated with the City of Bangor's Wastewater Department. The electrical equipment including distribution and service entrance will be sized to accommodate the future electrical load of the wastewater pumps necessary for the 20-year wastewater flow projection.

- Connect to the existing 4-inch HDPE force main to maintain the velocity in the force main with the existing pump station design capacity of 250 gpm. Provide the new 6-inch diameter high density polyethylene (HDPE) force main pipe in the future to accommodate the 20-year wastewater flow projection from the pump station to the terminus manhole connection at the City of Bangor's wastewater collection system.
- Demolish existing pump station to minimum three feet below grade including modifying structure to accommodate the pump station site work and fill with flowable fill.

7.0 OPINION OF PROBABLE PROJECT COST

The opinion of probable project cost for the recommended alternative is presented in Table 5. This planning-level cost was developed using standard cost estimating procedures consistent with industry standards utilizing concept layouts, unit cost information, and planning-level cost curves, as necessary. The project cost for all alternatives include the bare construction cost, 25-percent construction contingency, 10-percent contractor's profit, 2-percent contractor's bonds and insurance, 2-percent contractor's mobilization, 8-percent contractor's general administration of the project, 2-percent for required additional property/easement, 1-percent for Owner's legal and administration services, 20-percent engineering and technical services, and 2-percent for financing services. All project cost information presented is in current year dollars and is based on an ENR Construction Cost Index (CCI), 20 City Average of 11396 (February 2020). Future scaling of this index will allow for reasonable adjustments to costs based on annual inflation.

TABLE 5
OPINION OF PROBABLE PROJECT COST

Line	Description	%	Qty	Unit	Unit	Total Cost
1	Short-Term Bypass Pumping	-	1	LS	\$7,500	\$7,500
2	Demolition	-	1	LS	\$15,000	\$15,000
3	Pipe, Valves & Fittings	-	1	LS	\$36,000	\$36,000
4	Pumps	-	2	EA	\$25,000	\$50,000
5	Precast Wet Well	-	1	LS	\$45,000	\$45,000
6	Precast Valve Pit Structure (Complete)	-	1	LS	\$50,000	\$50,000
7	Flow Meter Manhole	-	1	LS	\$16,500	\$16,500
8	6" DI Force Main (Buried)	-	80	LF	\$160	\$13,000
9	6" HDPE Force Main (Buried)	-	250	LF	\$275	\$68,750
10	12" PVC Sewer (Buried)	-	50	LF	\$180	\$9,000
11	Temporary Dewatering	-	1	LS	\$15,000	\$15,000
12	Sitework	-	1	LS	\$15,000	\$15,000
13	Pavement	-	80	TN	\$175	\$14,000
14	Paint	-	1	LS	\$2,000	\$2,000
15	Instrumentation, Controls & SCADA System	-	1	LS	\$35,000	\$35,000
16	Electrical	-				
17	New Electrical Service	-	1	LS	\$20,000	\$20,000
18	New Electrical Equipment	-	1	LS	\$35,000	\$35,000
19	Generator	-	1	LS	\$50,000	\$50,000
20	Conduit and Wire	-	1	LS	\$15,000	\$15,000
21	Bare Construction Costs	-				\$512,000
22	Contingency & Misc. Non-Itemized Costs	25				\$128,000
23	Subtotal - Bare Const. Costs & Contingency	-				\$640,000
24	Contractor's Profit (10%)	10				\$64,000
25	Bonds & Insurances (2%)	2				\$13,000
26	Contractor's Mobilization Cost (2%)	2				\$13,000
27	General Administration (8%)	8				\$52,000
28	Additional Property/Easements (2%)	2				\$13,000
29	Opinion of Probable Construction Cost					\$795,000
30	Legal and Administrative	1				\$8,000
31	Engineering / Technical Services	20				\$159,000
32	Financing	2				\$16,000
33	Opinion of Probable Project Cost					\$978,000

This opinion of probable project cost has been developed primarily for determining the relative cost of the recommended alternative. Many factors arise during final design (e.g. Owner-selected features and amenities, subsurface conditions, code issues, etc.) that cannot be definitively identified and estimated at this time. These factors are typically covered by the design contingency included above. However, these allowances may not be adequate for all circumstances.

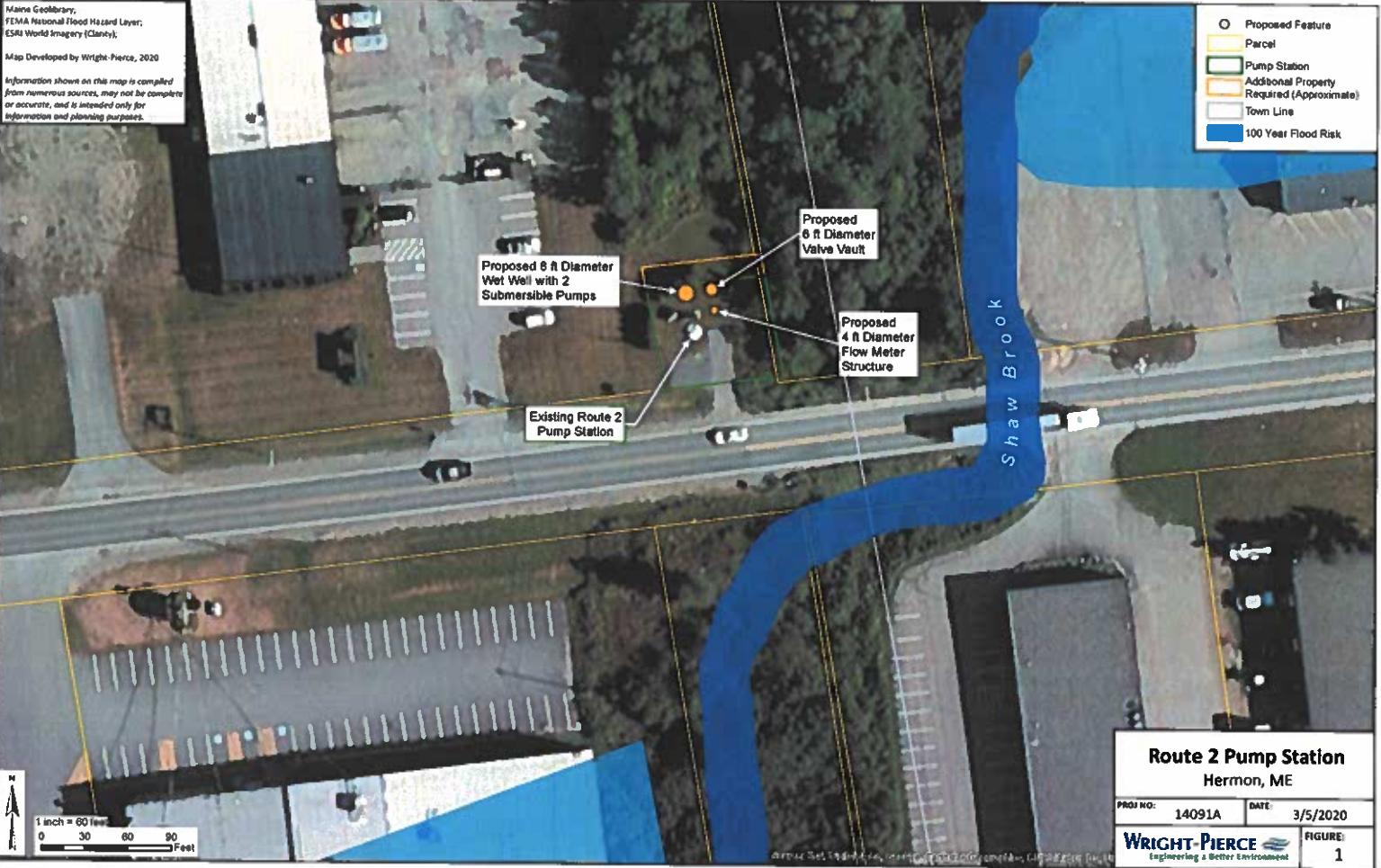
Note the opinion of probable project cost includes the new 6-inch HDPE force main to the terminus manhole connection at the City of Bangor's wastewater collection system. If the Town concurs with the recommendation to connect to the existing 4-inch HDPE force main to maintain the velocity in the force main with the existing pump station design capacity of 250 gpm, then the opinion of probable project cost will be reduced from \$978,000 to \$900,000.

In conclusion, we recommend meeting to finalize the plan for the Route 2 (Hammond Street) Pump Station replacement. If you have any questions or would like additional information, please do not hesitate to contact our office.

Attachments: Figure 1 – Preliminary Site Plan
Figure 2 – Pump Station Section View

Maine Geobase;
FEMA National Flood Hazard Layer;
(S&S World Imagery (Clarify)).
Map Developed by Wright-Pierce, 2020
Information shown on this map is compiled
from numerous sources, may not be complete
or accurate, and is intended only for
information and planning purposes.

- Proposed Feature
- Parcel
- Pump Station
- Additional Property
Required (Approximate)
- Town Line
- 100 Year Flood Risk



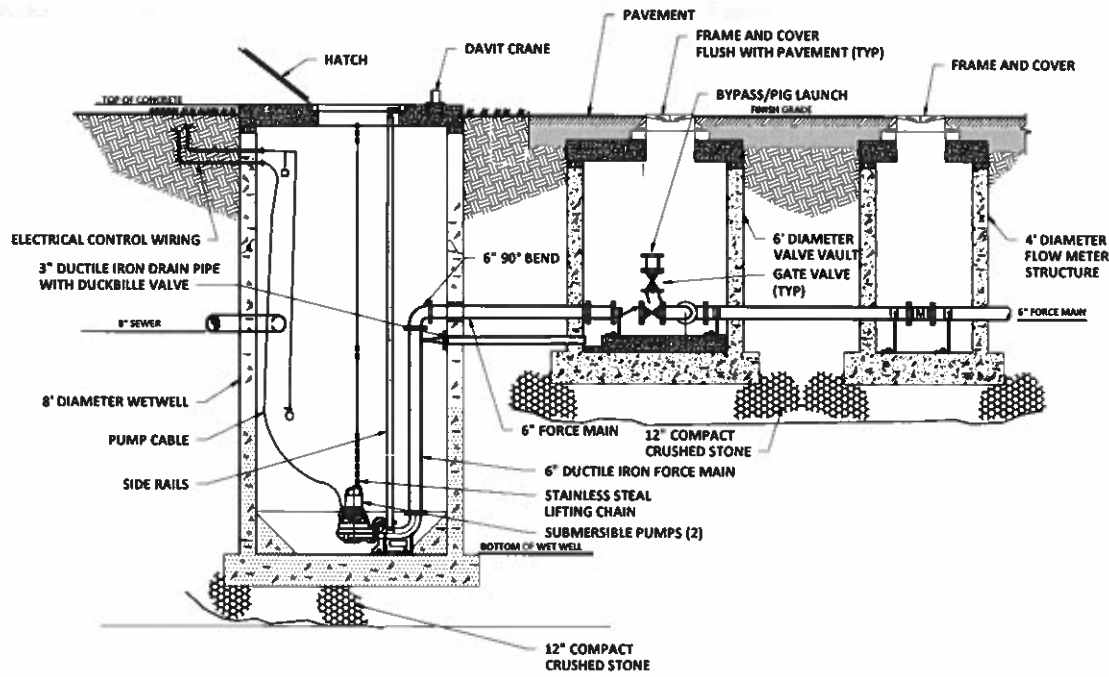
Route 2 Pump Station Hermon, ME

PROJ NO: 14091A DATE: 3/5/2020

WRIGHT-PIERCE
Engineering a Better Environment

FIGURE:
1

A:\DWG\WRIGHT\HERMON\14091-ROUTE 2 PUMP STATION\14091-ROUTE 2 PUMP STATION.DWG



SECTION
NTS

TOWN OF HERMON, ME ROUTE 2 PUMP STATION UPGRADES		FIGURE NO. 2		2	
PROJECT NO. 14091		DATE: MARCH 2020		DRAWN BY	
WRIGHT-PIERCE		Engineering & Construction		APPROVED	
				REVISIONS	
				NO.	
				1	
				2	
				3	



025-26-31

GHCAC" Project Fund Raising

Be it ordered by the Hermon Town Council, in Town Council assembled, that the "Greater Hermon Athletic Community Complex committee, "GHCAC" is approved to move forward with private fund-raising efforts to complete a project to expand the "Press Box" with storage at Hermon High School.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



December 1, 2025

MEMO

Re: Council Agenda Item- December 11, 2025

Stephen,

Please place an agenda item on the December 11, 2025, Council Meeting for a Greater Hermon Athletic Community Complex project presentation to expand a press box and add storage at Hermon High School. Barry Pottle & Brett Danforth will present the item for discussion and vote to move forward with private fund raising for the project.

Thanks,

Scott Perkins

Scott Perkins
Assistant Town Manager
DECD Director
(207) 852-2403 (cell)
(207) 848- 1010 (office)

Mailing address:
330 Billings Road
Hermon, ME 04401

Physical Address:
333 Billings Rd
Hermon, ME 04401

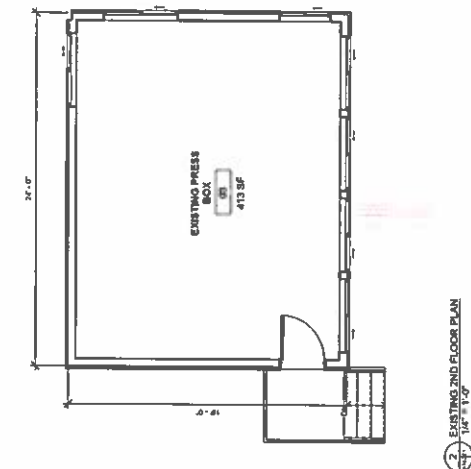
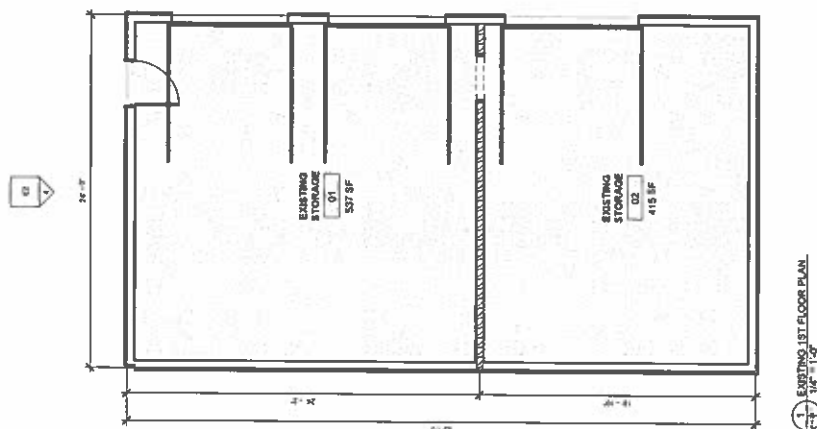
Telephone: 207 848-1010
FAX: 207 848-3316
Website: www.Hermonmaine.gov

NOTES:

- [illegible]

CLINICAL LABOUR NOTES.

1. ALL EXISTING INTERIOR DIMENSIONS ARE TO INSIDE - INSIDE OF ROOM FINISH.
2. ALL EXTERIOR DIMENSIONS ARE TO FACE OF EXTERIOR WALL STUD AND/OR FOUNDATION.
U.M.G.
3. ALL NEW INTERIOR DIMENSIONS ARE TO CENTER.



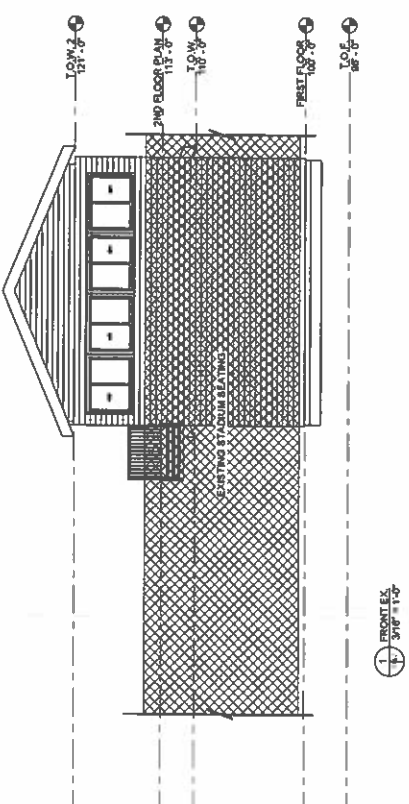
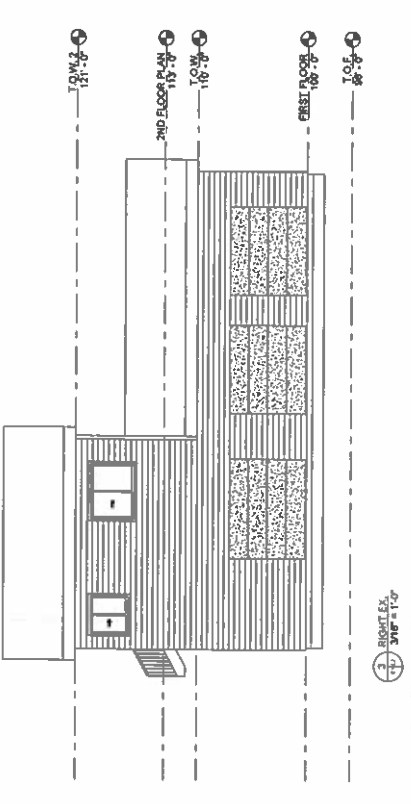
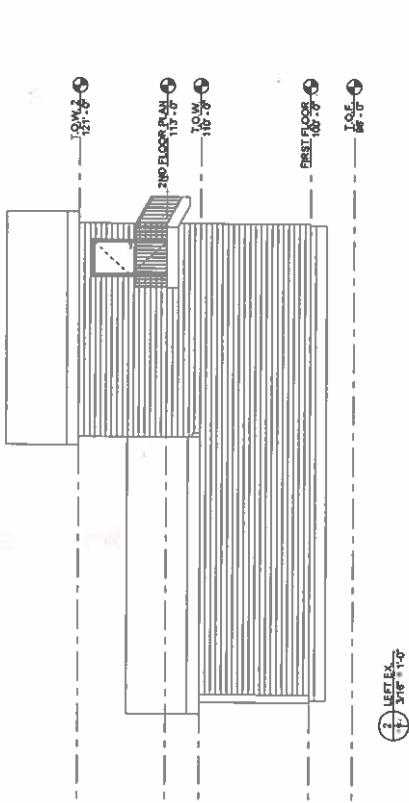
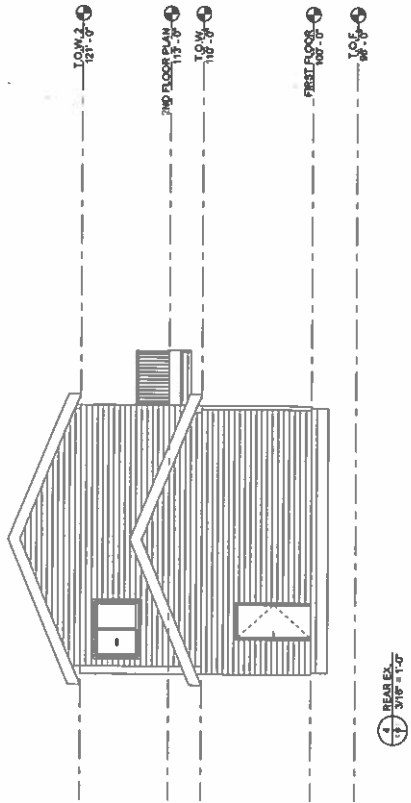
STADIUMFIELD SIDE

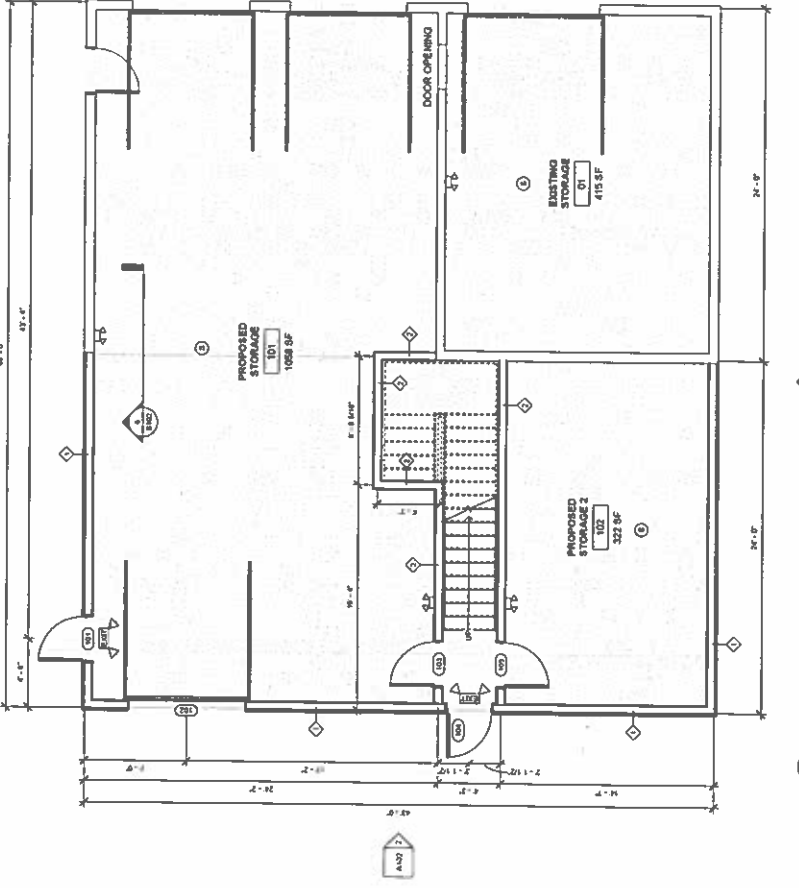
PRELIMINARY

Plymouth Engineering, Inc.
 100 Main Street, Suite 2
 Plymouth, Massachusetts 01959
 Tel: (508) 731-1111 Fax: (508) 731-1112
 www.plymouth-engineering.com

TOWN OF HERMON
 333 BILINGS RD.
 HERMON, ME 04401

HERMON HS PRESS BOX
 EXISTING ELEVATIONS





7 PROPOSED 2ND FLOOR PLAN
1/4" = 1'-0"

6 PROPOSED 157 FLOOR PLAN
1/8" = 1'-0"



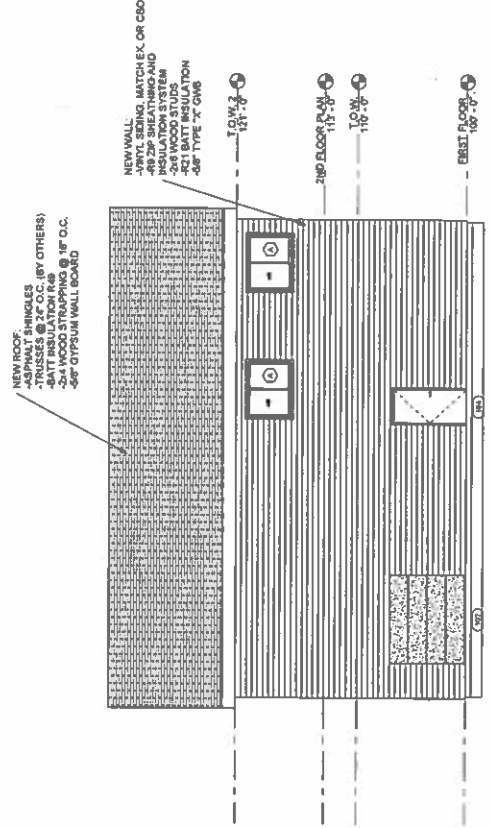
Plymouth Engineering, Inc.

1000 Main Street
Plymouth, MA 01959
Tel: 508/865-1234
Fax: 508/865-1235
www.plymouthengineering.com

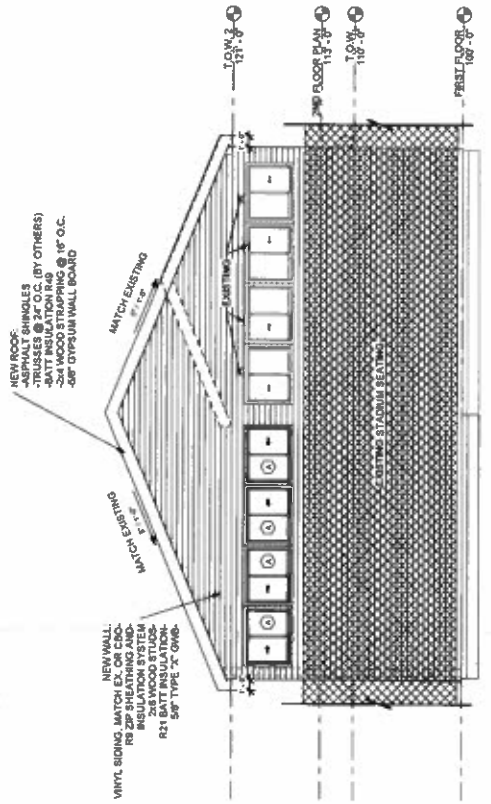
Project No.	1000
Client	Town of Hermon
Location	Hermon, ME 04401
Scale	1/8" = 1'-0"
Date	03/12/13
Drawn by	JLS
Checked by	JLS
Approved by	JLS

HERMON HS PRESS BOX	REVISIONS	
NO.	DATE	DESCRIPTION
1	03/12/13	ISSUED FOR PERMIT

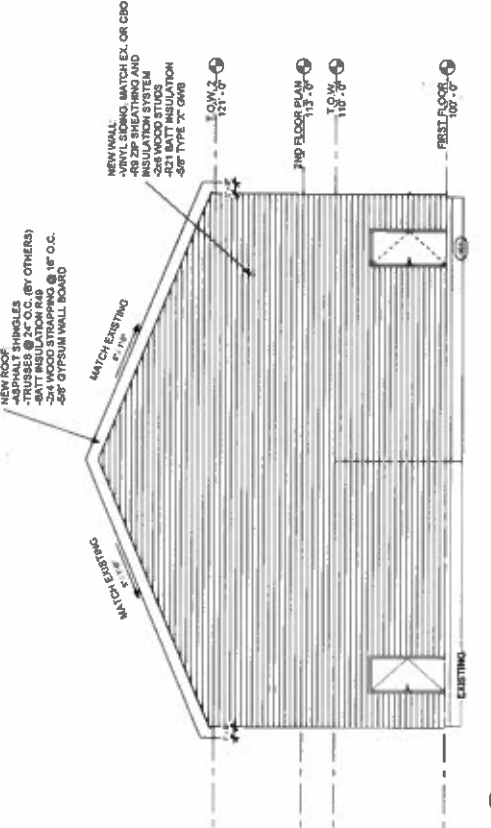
NO.	DATE	DESCRIPTION
1	03/12/13	ISSUED FOR PERMIT



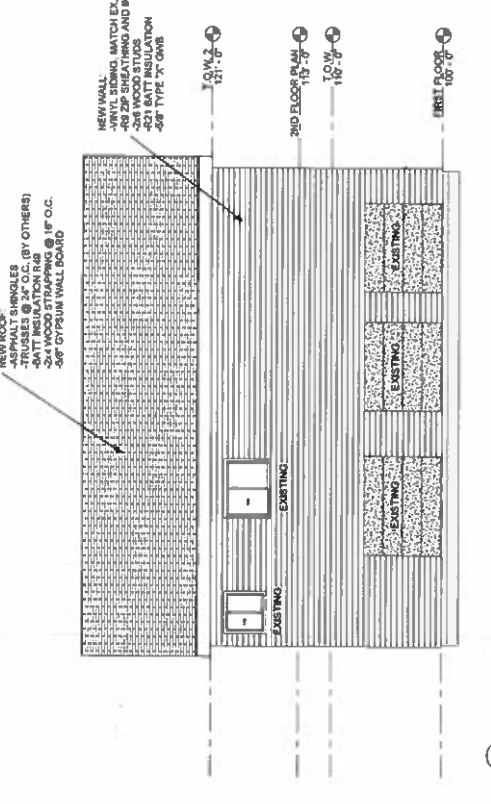
2 LEFT PROPOSED
3/16" = 1'-0"



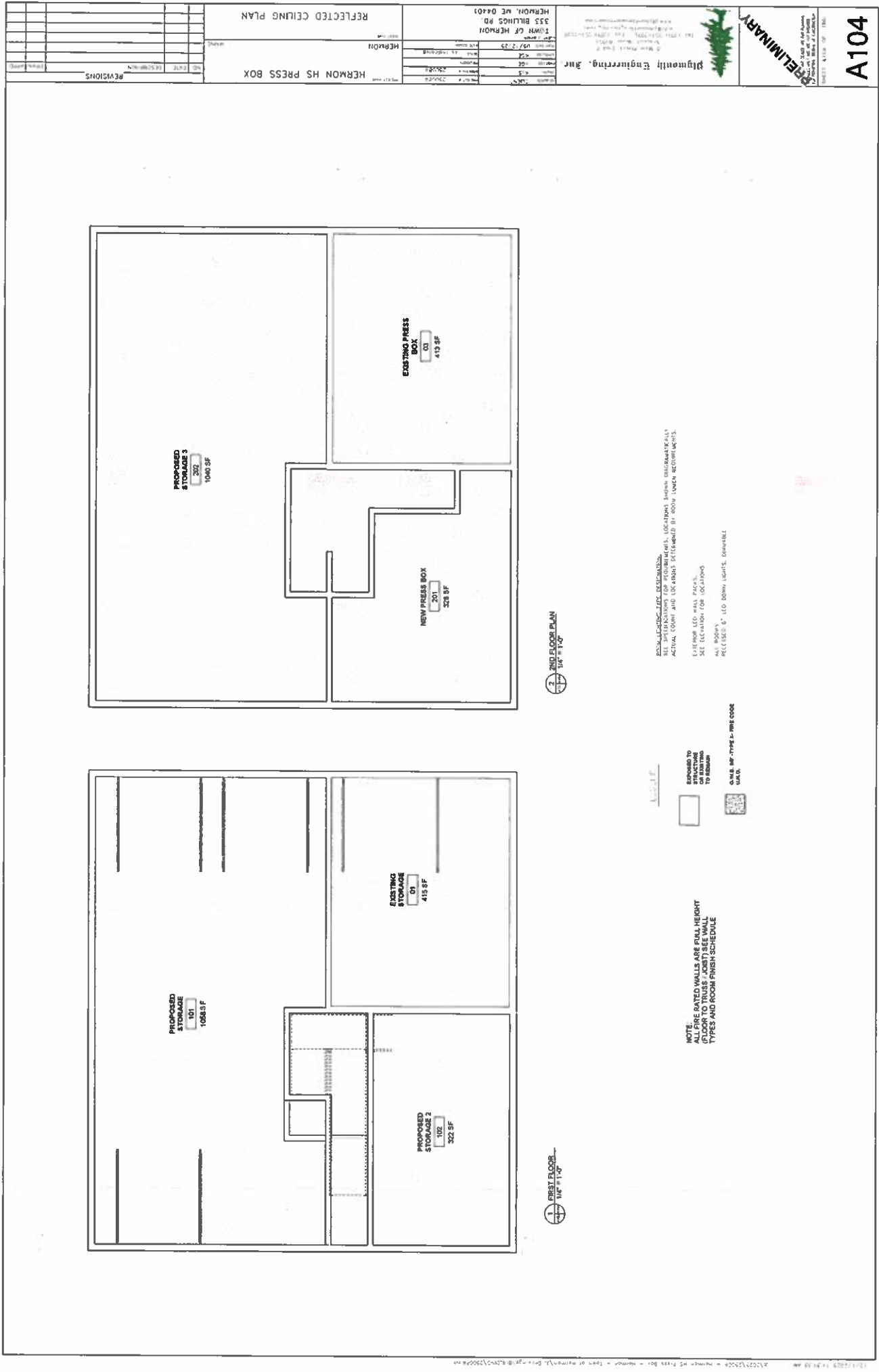
1 FRONT PROPOSED
3/16" = 1'-0"



3 REAR PROPOSED
3/16" = 1'-0"



4 RIGHT PROPOSED
3/16" = 1'-0"





025-26-32

ABM Mechanical, Inc.

Be it ordered by the Hermon Town Council, in Town Council assembled, that a public hearing for "ABM Mechanical, Inc." be set for Tax Increment Finance District creation with Credit Enhancement Agreement at a regular Town Council Meeting on February 12, 2025.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____



December 1, 2025

MEMO

Re: Council Agenda Item- December 11, 2025

Stephen,

Please place an agenda item on the December 11, 2025, Council Meeting for a TIF Presentation for "ABM Mechanical, Inc.

We will be asking the Council to set a public hearing for district creation at the regular meeting on February 12, 2025.

Thanks,

Scott Perkins

Scott Perkins
Assistant Town Manager
DECD Director
(207) 852-2403 (cell)
(207) 848- 1010 (office)



Commercial/Industrial - Design/Build Mechanical Contracting Specialists

November 25, 2025

Scott A. Perkins
Department of Economic & Community Development
Assistant Town Manager
Town of Hermon
333 Billings Road
Hermon, Maine 04401

Dear Mr. Perkins:

We have considered all the expansion options regarding ABM Mechanical and want to work together with your community on our project. I wanted to make you aware that your proposed incentive plan helped guide us in our decision-making process to select Hermon for our growth goals regarding our business, established 30 years ago in 1995 by three partners – Albert Allen, Michael McHugh and William Brown. ABM currently provides services to the entire State of Maine and is the second largest mechanical contracting and service company in the State with 190 employees. We provide a broad range of services from 5 different locations in the State of Maine including:

1. Design, Engineering and 3D Modeling/BIM preconstruction services.
2. Prefabrication for HVAC, Plumbing and Electrical systems
3. Construction for HVAC, Plumbing and Electrical systems
4. Repair and Maintenance Services

Specifically, we are expanding at our 1192 Odlin Road location to include an 18,000 square foot fabrication shop and office space for 130 employees. Your Tax Increment Finance incentive agreement proposal with "Credit Enhancement" is the reason the expansion is feasible and also the reason that Hermon was the selected location.

We estimate a \$8,500,000 +/- investment in real and personal property along with creating 15 new, full-time positions at the Odlin Road site. Approximately 60 vehicles in our fleet will be registered in the Town of Hermon.

Please be assured that your economic development incentive proposal alleviates some of today's elevated construction costs, permitting and engineering costs associated with our plans for growth. The "TIF" Program and its financial benefits assisted our effort to bring this project to the Town of Hermon and we will work with your staff to complete next steps.

Yours Truly,

A handwritten signature in cursive script that reads "Albert W. Allen".

Albert W. Allen
Executive Vice President

33 Dowd Road, Unit 1
Bangor, ME 04401

Telephone: (207) 992-9250
Fax: (207) 992-9254

ABM Mechanical, Inc.

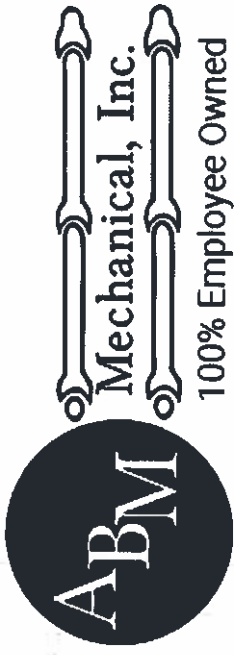
ABM Mechanical, Inc., is located at 192 Odlin Road, Hermon, with a new facility planned for Lots 009-009 & 008-033 on the Hermon Tax Maps. ABM Mechanical provides services to the State of Maine and remains the second largest mechanical services company regionally with 190 employees. 130 employees will work at the Hermon location. Company goals include expansion of the existing fabrication facility from 4,000 sq. feet to 18,000 sq. feet and adding 15 employees at the Hermon location over the next 18 months. The original founders, Albert Allen, Michael McHugh, and William Brown formed an ESOP Trust in 2016 and sold 100% of their stock to the trust, making all employees co-owners.

The total estimated new value created by the investment is \$7,368,300. Additionally, the company has a fleet of over 90 vehicles, 60 of which will be registered in Hermon, and a significant BETE equipment list with state of the art upgrades proposed for the new fabrication facility. It is proposed that the Town of Hermon create a tax incremental finance district for ABM Mechanical, Inc., at Map 009 Lot 009 & Map 008, Lot 003 on the Hermon Tax Maps. The Town of Hermon and ABM Mechanical propose that Hermon agrees to capture 100% of the new value created for 30 years and return 40% of the paid real estate taxes generated by captured new value to ABM Mechanical, Inc., for a period of 10 years beginning with the tax year 4-1-2027. Based on assumptions as outlined, the following amounts of new value will be captured, and new real estate taxes generated:

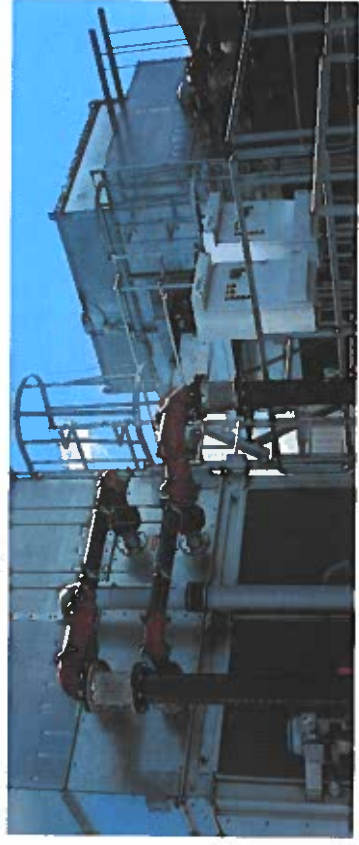
Year	Existing Value	Amount of Captured Value	New Value	Mill Rate	Old Taxes	New Taxes	Returned to Owner	Taxes Retained by Town (TIF)
4-1-26	\$1,045,800	\$7,368,300	\$8,414,100	11.85	\$12,393	\$87,314	\$34,926	\$52,388
4-1-27	\$1,045,800	\$7,220,934	\$8,266,734	11.85	\$12,393	\$85,568	\$34,227	\$51,341
4-1-28	\$1,045,800	\$7,220,934	\$8,266,734	12.00	\$12,550	\$86,651	\$34,660	\$51,991
4-1-29	\$1,045,800	\$7,220,934	\$8,266,734	12.10	\$12,654	\$87,373	\$34,949	\$52,424
4-1-30	\$1,045,800	\$7,076,515	\$8,122,315	12.10	\$12,654	\$85,626	\$34,250	\$51,376
4-1-31	\$1,045,800	\$7,076,515	\$8,122,315	12.10	\$12,654	\$85,626	\$34,250	\$51,376
4-1-32	\$1,045,800	\$7,076,515	\$8,122,315	12.45	\$13,020	\$88,103	\$35,241	\$52,862
4-1-33	\$1,045,800	\$6,934,985	\$7,980,785	12.75	\$13,334	\$88,421	\$35,368	\$53,053
4-1-34	\$1,045,800	\$6,934,985	\$7,980,785	12.75	\$13,334	\$88,421	\$35,368	\$53,053
4-1-35	\$1,045,800	\$6,934,985	\$7,980,785	12.75	\$13,334	\$88,421	\$35,368	\$53,053
\$7,106,560 x's .0075 = \$53,299 x 10 years = \$532,992 30 years = \$1,598,972					\$128,320	\$871,524	\$348,607	\$522,917

Total estimated benefit to TIF revenue account over 30 years = **\$2,265,965** (10-year 60-40% share CEA & 20 years at 100%)

All legal fees for TIF District and Credit Enhancement Agreement creation will be paid from taxes "returned to owner" year 1, or until paid in full up to \$1,500 maximum.



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Map 008, Map 008 & Map 008, Lot 003



025-26-33

Competitive Energy Services Agreement Authorization

Be it ordered by the Hermon Town Council, in Town Council assembled, to authorize the Town Manager or his designee to sign an agreement in coordination with the Hermon School Department through Competitive Energy Services to stabilize energy prices for the Town of Hermon and Hermon School Department.

SIGNED this December 11, 2025 by the Hermon Town Council:

Joshua Berry

Adam Brewer

Richard Cyr

Jason Forbes

Christopher Gray

Terry Hamm-Morris

Ronald Murphy

Attest Original:

Motion _____

Yeas _____

Second _____

Nays _____

Date _____

Order O25-26-33: An Order Authorizing the Town to Enter into a Competitive Energy Services Agreement

Supporting documentation was not available at the time the packet was prepared and will be provided at the time of the council meeting.