



Town of Hermon

Public Safety Meeting Room

Town Council Meeting

April 27, 2017 - 7:00 PM

AGENDA

***** Televised live on Cable Channel 97.2 *****

Council Meetings may be viewed live online and are archived after the meeting
has taken place – check hermon.net for link.

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

- I. CALL TO ORDER BY CHAIRPERSON**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES,
And APPROVAL OF MINUTES:**
 - MINUTES. -APPROVE**
 - WARRANTS. -SIGN**
- V. NEWS, PRESENTATIONS AND RECOGNITIONS**
- VI. PUBLIC ITEMS OR COMMENTS (*Items Not Already on Agenda*)**
- VII. PUBLIC HEARINGS**
- VIII. COMMITTEE REPORTS**
- IX. SCHEDULED AGENDA ITEMS**
 - A. OLD BUSINESS**
 - #1. Consider Approving FY2017-2018 budget.**



B. NEW BUSINESS

- #2. Consider Approving a donation request to the Hermon Alumni Association**
- #3. Consider Authorizing additional street sweeping**
- #4. Consider Directing the Town Manager to seek bids for Audit Services**
- #5. Consider Directing the Town Manager to seek bids for Legal Services**

C. WORKSHOPS

D. OTHER ITEMS (from Table Package)

X. APPOINTMENTS

XI. MANAGER STATUS REPORT:

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

XIII. COUNCIL ITEMS:

XIV. EXECUTIVE SESSION:

XV. ADJOURNMENT:

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

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

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

MEMORANDUM

To: Members of the Hermon Town Council
From: Howard Kroll, Town Manager
Re: 27 April 2017 Town Council Meeting
Date: 21 April 2017

#1. FY 18 Budget approval

Town of Hermon staff is seeking the Town Council's consideration to approve the proposed FY18 Municipal Budget after 3 budget workshops and consideration of each department. Town Manager and staff standby to answer questions regarding this process.

Town Manager recommends Town Council to review the proposed FY18 budget and discuss further changes if any, and direct the Town Manager and staff to prepare the budget for the Annual Town Meeting on 15 June 2017.

#2. Consider- Approving a donation request to the Hermon Alumni Association

The Hermon Alumni Association is seeking a donation to support their fund raising efforts to provide scholarships to deserving seniors and graduates of Hermon High School.

Historically you have approved their request and this year should be no exception. I suggest you donate \$300 toward their efforts. The funds will need to come out of the Town Council's account.

Town Manager recommends Town Council to approve Hermon Alumni Association's donation request of \$300.

#3. Consider- Authorizing the use of approved, dedicated Funds for Above and beyond street sweeping expenses.

Staff is seeking Town Council authorization to expend an amount not to exceed \$2000 for purchasing additional street sweeping services.

The winter of 2016-17 had a number of ice storms that required well above average sand and salt usage. This was typical across the state.

Once the snow had melted we began deploying our street sweeping vendor to cleanup the after effects of the winter. The contractor has had to return to various streets throughout the Town and remove sand and other material that has remained on the street and or has been pushed out into the street by property owners. Nonetheless we have to get rid of the material and prepare for warm weather and citizens enjoying the outdoors.

Base on observations by both the PW Director and myself we feel it is necessary that we compensate the vendor for his above and beyond work that is outlined in our contract. I recommend we use \$2000 from the Highway Reserve account to pay for this service.

Staff is seeking Town Council authorization to spend funds from the Highway Reserve Account (HERM06).

Town Manager recommends Town Council to approve the authorization of \$2000 from the Highway Reserve Account to fund street sweeping expenses above and beyond our budget in the amount of \$300.

#4. Consider- Directing the Town Manager to seek bids for Audit services from qualified firms for FY 2018, 2019, 2020 and potential extensions in 2021 and 2022.

Town Council has indicated that they would like to see audit services be put out to bid for qualified auditing firms can submit proposals. The qualified firm that is determined to be the most qualified through cost and experience will submit a bid that indicates costs broken down per entity (municipal and school) annually for FY2018-2022.

The Hermon Town Council reserves the right to interview each firm and or review proposals and make a determination on what direction they wish to go in. The Hermon Town Council reserves the right to accept and or reject and or all bids as they see fit.

Town Manager recommends Town Council to direct him to send RFP packets to various auditing firms in Maine that specialize in municipal auditing services and approve the most qualified firm based on price and experience. Town Manager is further directed to bring this back to the Council NO LATER THAN 1 JUNE 2017.

#5. Consider- Directing the Town Manager to seek bids for Legal Services from qualified firms for FY 2018, 2019, 2020 and potential extensions in 2021 and 2022.

Town Council has indicated that they would like to see legal services be put out to bid for qualified law firms to submit proposals. The qualified firm that is determined to be the most qualified through cost and experience will submit a bid that indicates costs broken down on an hourly basis annually for FY2018-2022.

The Hermon Town Council reserves the right to interview each firm and or review proposals and make a determination on what direction they wish to go in. The Hermon Town Council reserves the right to accept and or reject and or all bids as they see fit.

Town Manager recommends Town Council to direct him to send RFP packets to various law firms in Maine that specialize in municipal law services and approve the most qualified firm based on price and experience. Town Manager is further directed to bring this back to the Council NO LATER THAN 1 JUNE 2017.

#2.
4-27-17

Hermon Alumni Association 2017

Program Ad Options

Inside Front Cover – Only two spots are available at \$350 and are subject to availability sold

Inside Back Cover – Only two spots are available @ \$300 and are subject to availability.

These spots are in color.

Back Cover – Only two spots are available at \$300 and are subject to availability.

These spots are in color.

Inside Ad Options – Four Options are Available

Full Column – Measures 3.75" wide by 10" high Priced at \$250.00

Half Column – Measures 3.75" wide by 4.5" high Priced at \$150.00

Quarter Column – Business Card Size Priced at \$85.00

Measures 3.75" wide by 2" high

Patron – Individuals or businesses may have their
name or business name and contact number
listed within the 2017 Reunion Program Book. Priced at \$20.00

Ad Requirements

Please submit a high-resolution PDF file or a camera-ready copy for placement.

Ad Submission and Deadline

Ad ads may be submitted to a member of the reunion committee, sent by mail or email to:

Karen Higgins, PO Box 55, Levant ME 04456 khiggins@email.com

All Ads must be received by June 1, 2017

The Hermon Alumni Association

strives to provide scholarships annually to deserving
seniors and graduates of Hermon High School.

Each year the numbers and amounts of scholarships available
Depend on the money raised through our fundraising and advertising efforts.

Thank you, in advance for your support of this worthy cause.

2017 Hermon Alumni Association

PROGRAM ADS:

Company/Patron Name _____

Company/Patron Address _____

Company/Patron Telephone _____

Program Book Ad Size _____ Price _____ Check # _____

Please make your check(s) payable to HERMON ALUMNI ASSOCIATION.

Mail this form and your check to
HERMON ALUMNI ASSOCIATION
C/O Karen Higgins
PO Box 55
Levant ME 04456

You can include a camera-ready copy of your ad or you may submit a PDF file to
khiggins@email.com

Your ad must be received by June 1, 2017

SPONSORSHIP PROGRAM

Sponsor Level _____

Company/Patron Name _____

Company/Patron Address _____

Company/Patron Telephone _____ Price _____ Check # _____

Thank You, in advance for your support

of the

Hermon Alumni Association

SPONSORSHIP OPPORTUNITIES
HERMON ALUMNI ASSOCIATION
2017

Proceeds from the 2017 fundraising efforts go directly into the scholarship fund to provide scholarships for deserving seniors and graduates of Hermon High School.

GOLD LEVEL - \$1000

Full Column Advertisement in the 2017 Program Book

Company Logo on the Program Cover

Listing on all Publicity

Advertising Space at the Event

Top Billing with Public Recognition at the Event

SILVER LEVEL - \$500

Half Column Advertisement in the 2017 Program Book

Advertising Space at the Event

Public Recognition at the Event

BRONZE LEVEL - \$250

Quarter Column Advertisement in the 2017 Program Book

Advertising Space at the Event

TABLE SPONSOR - \$200

One table will be designated as your Advertising Opportunity

Brochures, Banners, etc. can be used for this purpose.

(Subject to Availability)

4.
4-27-17

Town of Hermon
Request for Proposal
Financial Auditing Services- FY18-FY20

I. INTRODUCTION

A. General Information

The Town of Hermon is requesting proposals from qualified firms of certified public accountants to audit its financial statements. These audits are to be performed in accordance with generally accepted auditing standards.

To be considered, firms must submit five (5) copies of each proposal to the Town Office, PO Box 6300, Hermon, ME 04402 not later than April 28, 2017. Any inquiries concerning the proposal should be directed to either Howard Kroll or Rachel Grass at (207)848-3485.

During the evaluation process, the Town of Hermon reserves the right, where it may serve the Town of Hermon's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town of Hermon, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is accepted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right to reject any or all proposals submitted.

There is no expressed or implied obligation for the Town of Hermon to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

B. Term of Engagement

A three (3) year contract with the option to renew for two (2) additional one (1) year periods is contemplated, subject to the satisfactory negotiation of terms.

C. Subcontracting

Should the firm anticipate subcontracting portions of the requested services, that fact, and the name and qualifications of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the Town of Hermon.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The Town of Hermon desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles and procedures applicable to governmental units.

In connection with the examination of the records and financial statements, the auditor shall review the system of internal control, operating procedures, and compliance with budgetary and legal requirements of the Town of Hermon. The review of internal control must include bi-annual tests of the activity accounts at the schools and the School Lunch program. The review should include but not be limited to division of duties and access to cash.

In connection with the examination of the records and financial statements, the auditor shall review the system of internal control, operating procedures, and compliance with budgetary and legal requirements of the Town of Hermon. The review of internal control must include an annual review of the related EDP controls within our Informational Services Department which should include but not be limited to the areas of physical security, systems and program documentation, input/output controls and control over use and retention of disk files.

The auditor shall perform an audit of the school department accounts in accordance with the requirements of Title 20-A MRSA, Section 6051

which will include examining the Financial Report of Public Schools submitted to the State Department of Education of Form EF-M-45 for fairness of presentation.

The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The Town of Hermon views its engagement of an audit firm as an on-going professional relationship in which the firm is expected to provide consultation services during the course of the contract. As such, the auditor is expected to consult with the Town, as required, on auditing, accounting, financial reporting and operating matters as they arise and to provide the Town with information on current developments which would affect the Town's financial operations and management.

B. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards set forth by the American Institute of Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*, the provisions of the Single Audit Act of 1984, the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*, and/or any additional State requirements.

C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- (a) A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles
- (b) A management report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.

(c) A report on compliance with applicable laws and regulations

In the required report on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls.

The report on compliance shall include all instances of noncompliance.

An independent auditor's report on compliance with the requirements of the Maine School Finance Act shall be issued. Also, a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 shall be issued if needed.

Auditors shall assure themselves that the Council is informed of the required communications under GAAS which include the following:

- (a) The auditor's responsibility under generally accepted auditing standards.
- (b) Significant changes in accounting policies
- (c) Management judgments and accounting estimates
- (d) Significant audit adjustments
- (e) Other information in documents containing audited financial statements
- (f) Disagreements with management
- (g) Management consultation with other accountants
- (h) Major issues discussed with management prior to retention
- (i) Difficulties encountered in performing the audit
- (j) Any reportable conditions found in performing the audit.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the following parties:

- (a) Council Chairman
- (b) Town Manager
- (c) Finance Director
- (d) Superintendent

The auditor must prepare and file the Municipal Audit Procedural Form and a copy of the auditor's report with the State Department of Audit within thirty (30) days after completion of the audits.

D. Special Considerations

As a part of the overall audit contract, the Town expects to receive from the audit firm a variety of technical assistance throughout the fiscal year. This assistance would include answers to accounting, reporting or internal control questions.

Proposals shall contain provisions for dealing with extraordinary circumstances discovered during the audit that may require an expansion of audit work beyond that which was originally planned.

E. Working Paper Retention

All working papers and reports must be retained, at the auditor's expense, for a minimum of four (4) years after the end of each audit unless the firm is notified in writing by the Town of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the Town.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Contact Person

Howard Kroll, Town Manager, Treasurer

Rachel Grass, Finance Director

Both can be reached at 848-1010.

Patricia Duran, Superintendent of Schools 848-4000

B. Background Information

Hermon is a primarily residential rapidly growing community with a population as of 2010 census of 5,416. A portion of the Town has multiple business parks, along the Bangor border of Route 2 and Coldbrook roads. Hermon's water and sewer service is Town owned and maintained, but the service for these utilities is provided through Bangor. Hermon is one of the fastest growing communities in Maine.

The Town operates under a Town Manager/Council form of government with 18 full-time employees. The school is a department of the Town and is governed by a 5 member School Committee.

The total budget for the Town of Hermon is \$12.7 million with \$9.9 of it belonging to the school and Town revenues exceeding \$2 million. The Town operates on a modified accrual basis of accounting. GASB 34 was implemented in 2004. The Town's fiscal year is July 1 through June 30.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposals issued	January 14, 2005
Due date for proposals	February 28, 2005

B. Notification and Contract Dates

Selected firm notified	April 7, 2005
Contract date	April 21, 2005

C. Date Audit May Commence

The Town will have adjusted or closed all accounts and will have its records ready for audit, and the Town Office personnel available to

meet with the firm's personnel, thirty (30) days after the end of each fiscal year.

The Town will also make its records and other financial documents available prior to the end of the fiscal year so that the firm may begin its preliminary work well before the close of the fiscal year.

D. Schedule for the Fiscal Year Audits

Each of the following should be completed by the auditor no later than the indicated dates:

1. Interim work

The auditor may perform all interim work during the months of June and July. Actual time will be negotiated with the selected firm.

2. Detail Audit Plan

The auditor shall provide the Town of Hermon a detailed audit plan and a list of all schedules to be prepared by the Town of Hermon as soon as possible after the interim work is completed.

3. Field Work

The auditor shall complete all fieldwork by August 31.

4. Draft Reports

The auditor shall have draft of the required reports, financial statements and management letters available for review by the Finance Director and Treasurer by September 30.

E. Entrance Conferences, Progress Reporting and Exit Conferences

The firm shall agree to entrance, progress reporting and exit conferences to review the audit program with the Town of Hermon officials, as well as to review the Town's role and assistance in the audit process.

At a minimum, the following conferences should be held by the dates indicated on the schedule:

1. Entrance conference with Finance Director, Treasurer and School Official to discuss prior audit problems and interim work to be performed. This meeting will also be used to

establish overall liaison for the audit and to make arrangements for auditor workspace and other needs of the auditor, during June.

2. Progress conference to summarize the results of the preliminary review, to identify the key internal controls or other matters to be tested, and to discuss the year-end work to be performed during August to be negotiated with the selected firm at the conclusion of interim work.
3. Exit conference with Finance Director, Treasurer and School Official to summarize the results of the fieldwork and to review significant findings by September.

The auditor shall also provide oral reports on the progress of the audit at regular intervals.

The partner or manager in charge of the audit shall be available to attend public meetings at which the audit report may be discussed.

F. Date Final Report is Due

The auditor shall provide all recommendations, revisions and suggestions for improvement to the Finance Director, Town Manager and Superintendent by September 30. One unbound copy and 15 bound copies of the audit report shall be delivered to the Finance Director no later than October 15.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

The Town will provide a work area, with access to telephone lines, fax and photocopy machines within reasonable limits. The Finance Director and other staff will be available to assist the firm by providing information, documentation and explanations.

VI. PROPOSAL REQUIREMENTS

A. Submissions of Proposals

The following material is required to be received by the date specified in Section 1(A) for a proposing firm to be considered. Five (5) copies of each proposal must be submitted.

- (1) Title Page

The title page should contain the following information:

- (a) Name of legal entity with whom the contract is to be written
- (b) Names of legal entities to be used as subcontractors
- (c) Name, address and telephone number of the principal officer of the contractor and subcontractor
- (d) Location of the facility from which the contractor and subcontractor would operate

(2) Table of Contents

(3) Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 30 days.

(4) Detailed Proposal

The detailed proposal should follow the order set for in Section VI (B) below.

(5) Dollar Bid

The proposers shall submit a dollar cost bid in a separate sealed envelope marked as follows:

**SEALED DOLLAR BID PROPOSAL
FOR THE TOWN OF HERMON
FOR PROFESSIONAL AUDIT SERVICES**

Proposers should send the complete proposal to the following address:

Finance Director
Town of Hermon
PO Box 6300
Hermon, ME 04402

B. Proposal Response

The purpose of the proposal response is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town in conformity with the requirements of this request for proposals (RFP). As such, the substance of a proposal will carry more weight than its form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP requirements.

The proposal should address all the points outlined in the RFP (excluding information which should only be included in the separate sealed dollar bid). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following items 1 through 8 must be included. They represent the criteria against which the proposal will be evaluated.

(1) Independence

The firm should provide an affirmative statement that is independent of the Town as defined by generally accepted auditing standards.

(2) License to Practice in Maine

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Maine.

(3) Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the staff to be so employed.

The firm should provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm

during the past three (3) years with any State regulatory bodies or professional organizations. The firm is also required to submit a copy of the report on its most recent external quality control review including a review of specific government engagements.

(4) Partner, Supervisory and Staff Qualifications & Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and other staff, who would be assigned to the engagement and percent of time each will spend on the engagement. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years, and membership in professional organizations relevant to the performance of this audit. The firm should also indicate how the quality of the staff over the term of the agreement will be assured.

Engagement partners, managers and other supervisory staff may be changed if those personnel leave the firm, are promoted or are assigned to another office, or for other reasons. The Town retains the right to approve or reject replacements.

(5) Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum 5) performed in the last five (5) years, including present engagements, that are similar to this request. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of the work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

(6) Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required Section II of the RFP.

Proposers will be required to provide the following information on their audit approach:

- (a) Proposed segmentation of the engagement
 - (b) Level of staff and number of hours to be assigned to each segment of the engagement
 - (c) Approach to be taken to gain and document an understanding of the Town's internal control structure
 - (d) Approach to be taken in determining laws and regulations that will be subject to audit test work
 - (e) Approach to be taken in drawing audit samples for purposes of test of compliance
- (7) Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town.

(8) Dollar Cost Bid

- (a) Total All-Inclusive Maximum Price for Audit
The dollar cost bid should contain all the pricing information relative to performing the audit engagement as described in this RFP. The total all-inclusive price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

The cost for the audit engagement should include:

Certification that the person signing the proposal is entitled to represent the firm empowered to submit the bid and authorized to sign a contract with the Town

A Total All-Inclusive (not to exceed) Maximum Price for the 2018, 2019 and 2020 audit engagements supported by rates of Partner, Supervisory and Staff level times hours anticipated for each

Amount of technical assistance included in this amount

(b) Rates for Additional Professional Services

It may become necessary for the Town to request the auditor to render additional services requested in this RFP, to perform additional work such as agreed upon procedures and additional technical assistance. Such additional work shall be performed only if set forth in an addendum to the contract between the Town and the firm. Additional work agreed to between the Town and the firm shall be performed at the rates set forth in this section and further negotiated for each addendum.

(c) Manner of Payment

Payment in full within 30 days of delivery of final audit reports.

VII. EVALUATION PROCEDURES

A. Review of Proposals

The Town of Hermon shall evaluate the proposals on the basis of the qualifications, relevant experience and responsiveness of the bidders, as well as the estimated cost of the engagement.

The Town of Hermon reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

(1) Mandatory Elements

The audit firm is independent and licensed to practice in Maine.

The audit firm's professional personnel have received adequate continuing professional education within the preceding three (3) years.

The firm has no conflict of interest with regard to any other work performed by the firm for the Town.

The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.

The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

(2) Technical Qualifications

The firm's past experience and performance on comparable government engagements.

The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

Adequacy of proposed staffing plan for various segments of the engagement.

Ability to comply with the schedule set forth by the Town.

(3) Price

C. Oral Presentation

During the evaluation process, the Town may, at its discretion, request any one or all firms to make oral presentations. Not all firms may be asked to make such a presentation.

D. Final Selection

The Town will select a firm after considering the recommendation of the Town Manager, Finance Director and School Official, and reserves the right to negotiate a satisfactory contract (including prices) with any firm.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.

The Town reserves the right to reject any or all proposals.

5
4-27-17



Town Manager
www.hermon.net
333 Billings Road
Hermon, Maine 04402

March 30, 2017

Dear Bidder:

The Town of Hermon is seeking proposals from qualified applicants to serve as **Legal Counsel**, hereinafter called Town Attorney, on a contractual basis under appointment by the Town Council. The firm selected would serve as chief legal advisor to the Town for a contract term of three years, beginning upon the signing of a contract agreement July 1, 2017 and concluding June 30, 2020 with provisions for extension on a year-to-year basis.

The Town Attorney will provide legal advice to Town officials & employees, board and commissions, and will represent them in court as may be required. The attorney will also prepare and review contracts, deeds, leases, ordinances, workers' compensation claims, etc., and reserve and provide opinions for the Town on a variety of subjects excluding bond counsel and School Department Board. The attorney may be required to attend Town Council meetings and may be asked to attend other meetings and hearings and is expected to provide legal assistance in a prompt and efficient manner. This is at the discretion of the Town Manager.

The successful candidate will be licensed to practice law in the State of Maine and will demonstrate substantial training and experience in all areas of municipal law including but not limited to land use, finance, civil and criminal litigation, real estate, personnel, risk management and environment.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: "**Legal Services RFP**."

Bid packages will be available beginning on Friday, April 14, 2017. Documents can be obtained on the Town Website: <http://www.hermon.net>. Questions regarding this Request for Proposals should be directed to Howard Kroll, krollh@hermon.net.

Please submit your proposal to the Town of Hermon by 2:00 p.m. Thursday, **April 28, 2017**. Proposals must be delivered to **Howard Kroll, Town Manager, 333 Billings Road, Hermon, Maine 04402** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date.

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the Town. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal MUST be notarized prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the Town of Hermon.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The Town is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate.
11. Please state "**Legal Services- RFP**", on submitted, sealed envelope.
12. The Town of Hermon reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the Town of Hermon.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The Town of Hermon is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the Town shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the Town of Hermon.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5 Termination

Either party has the right to terminate said agreement by placing a written Thirty (30) days notice of such termination in the United States Mail, postage prepaid and addressed to, in the case of the Town of Hermon, Howard Kroll, Town Manager, 333 Billings Road Hermon, ME 04402.

SPECIFICATIONS FOR

Legal Services for the Town of Hermon

The Town of Hermon, Maine, hereby solicits proposals from individual attorneys and/or law firms to represent the Town as its Town Attorney. The Attorney and/or firm selected by the Town would serve as legal counsel to the Town Council, the Town Manager, and would work through the Town Manager to serve all Town departments and various Town boards, committees, agencies, commissions and review of workers' compensation claims for a contract term beginning upon the signing of a contract agreement July 1, 2017 and concluding June 30, 2020 with provisions for extension on a year-to-year basis.

The Town of Hermon's selection will be based on its evaluation of the written proposal, the attorney and/or firm's qualifications and experience, client references, the areas of legal services which the attorney and/or firm are willing to provide, an oral presentation (if requested) and the overall fee structure. **The Town may consider engaging more than one firm for services should responses demonstrate particular strength in one or more areas outlined in this request.**

Proposals in whole or in part, must be received by the Town Clerk, Hermon Town Hall on or before 2:00 PM, **Friday, April 28, 2017**. Proposals must be sealed and clearly marked, "Legal Services RFP". Respondents must submit an original proposal and five (5) copies.

Miscellaneous Requirements: The Town will not be responsible for any expenses incurred by an attorney or firm in preparing, submitting or presenting a proposal. All proposals shall provide a straightforward, concise delineation of the attorney's or firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The Town reserves the right to waive any informalities in proposals, to accept or reject any or all proposals for any reason, to negotiate with any attorney, law firms, or business and to select one or more of the attorneys and/or law firms deemed to have submitted a proposal which in the judgment of the Hermon Town Council is in the best interest of the inhabitants of the Town of Hermon. **The Town of Hermon specifically reserves the right to accept more than one proposal and may select more than one attorney and/or law firm to serve as a legal counsel to the Town of Hermon.**

Proposals may be held by the Town for a period not to exceed forty-five (45) days from the date of the opening of proposals for the purpose of reviewing proposals and investigating the qualifications of the proposers prior to the award of a contract.

INTRODUCTION

The Town of Hermon has a Town Council/Town Manager form of government with the Town Manager operating as the Chief Administrative Officer. The population of the Town is approximately 5,416. The 2017 annual budget is approximately \$10,000,000 (including education, general government operations, and capital). Legal services expenditures have been approximately \$12,000 annually. The Town currently retains separate bond counsel for the purpose of issuing municipal bonds as well as separate counsel for workers' compensation and the Department of Education maintains a separate counsel for its board and staff.

The Town has a complex land use ordinance. The Town operates under a Town Charter and extensive Town policies and ordinances. Like most municipalities, Hermon is involved in a variety of activities which require a diversity of legal services, but land use/planning/zoning matters, union contracts and economic development administrative legal issues, represent a majority of them.

The Town prefers to conduct business using e-mail and other electronic media, when reasonable within the confines of confidentiality and other business constraints. To that end, it is frequently important for the Town to be able to receive digital copies of ordinances, policies, contracts and other documentation that are readable by the Town's official software (Microsoft Office products).

THE PROPOSAL

Scope of Legal Services Required per RFP

Attached to this request for Proposal is Appendix A, which describes various areas of legal work, which should be provided to the Town of Hermon. Each applicant must place an "X" on the line next to each of those areas of legal work in which the applicant is willing and able to provide legal counsel to the Town of Hermon. After Appendix A has been so completed, it must be returned with the Proposal of the applicant.

Unless the applicant indicates that the Proposal may only be accepted if the applicant is selected to represent the Town in every area designated by the applicant, the Town reserves the right, at its discretion, to appoint the applicant to represent the Town in one or more or all of the areas designated by the applicant.

In addition, even if an applicant is selected to represent the Town with regard to one or more or all of the areas of legal work designated by the applicant, the Town reserves the right, at their discretion, to appoint another attorney and/or law firm to represent the Town with regard to such designated area of legal work from time to time if the Town Council deems such action to be in the best interest of the Town.

Exception-Amendment; An applicant may provide a narrative of additional services that they or their firm could offer to the Town should the need arise. This would be included as an exception-amendment to the proposal.

Qualifications and Experience of Legal Counsel

The proposal must identify the principal attorneys within the firm who would be providing legal services to the Town. Resumes shall be submitted for each such attorney who would be providing services to the Town. The attorney and/or law firm making a proposal must describe the attorney and/or law firm's expertise in providing the services described in Appendix A.

Client references

List clients', references with addresses, phone numbers and types of legal services provided who may be contacted by the Town of Hermon in connection with the proposal

Compensation-Fee Structure

The Town will entertain one fee schedule:

- 1) Hourly rates only

Each applicant must state the compensation for the services provided by the applicant.

Other Required Narrative Topics

Good Standing and License: The Attorney and/or law firm submitting a proposal must be in good standing and licensed to practice law before all courts and administrative agencies of the State of Maine and before the United States District Court for the District of Maine.

Access and Availability: Each applicant must identify an address of the offices of the attorneys who would provide services to the Town of Hermon and their proximity in miles and driving time to the Hermon Town Office. The applicant must indicate their availability to provide services in the evening hours between approximately 6:00 p.m. and 10:00 p.m.

Casework-Management: The Town expects each applicant to demonstrate how it will manage casework for the Town of Hermon. Each applicant shall identify their response time to questions and assistance (e.g. – verbal response within 1 hour, written response within 24 hours).

Proactive Practices: The Town is interested in developing and implementing practices that promote litigation prevention through proactive and educational methods. Each applicant shall identify their thoughts and proposed approach toward providing proactive legal services, which will minimize claims and expensive litigation.

Contract for Services:

The attorney or firm that is selected by the Town of Hermon will be required to sign a contract and additional terms and provisions may be included in the contract. In addition to the contents of the proposal submitted by the applicant, and this Request for Proposal, will be part of any such contract awarded.

In addition, the Town anticipates that the following provisions will become a part of that contract.

Compensation: Each applicant must state the compensation that will be required for the services of the applicant. The Town of Hermon will entertain one proposal from each applicant: (1) payment on an hourly basis only. Itemized bills including the date, time and description of service and department requesting service will be required to be submitted before each payment will be made by the Town of Hermon. Such bills shall be submitted on a basis no more frequently than monthly.

Billing for services shall be explained in detail including all support services such as: paralegal, clerical, supplies, mileage, research through West Law or other equivalent services, and other expenses. Applicants shall identify whether they have a toll free telephone number.

Applicants shall also list any services that will be provided free of charge such as attendance at annual, special Town meetings and/or educational forums on various topics or any non-charged, in-house expenses. Each applicant should provide an explanation of how the Town will be billed for consultations between two attorneys who are both members of your legal firm.

The Town wants information about how applicants bill for informational correspondence, i.e. courtesy copies and e-mails, other billing practices, etc.

Supervision and Control: The Town Attorney shall be under the general supervision of the Town Manager. It is specifically noted that answering inquiries from the general public and the press is outside the purview of the position of Town Attorney and that he/she shall courteously refer such inquiries to the Town Manager, unless otherwise instructed by the Town Manager. Since individual committee and Town Council members have no legal authority to incur expenses on behalf of the Town, the Town Attorney is not authorized to provide legal counsel to them individually, with the exception of the Town Council chairman.

Except as otherwise requested by the Town Council, all communications regarding legal services by the Town Attorney shall be transmitted to the Town Manager. Copies of such communications dealing with significant issues shall be forwarded by the Town Manager to all Council members.

There shall be no limits to the matters referred to the Town Attorney. Town officials agree to avoid asking for assistance and review of non-legal matters.

Termination: Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or services hereunder are in progress, but not completed as of the date of termination, then

the contract may be extended upon written approval by the Town Manager until said work or services are completed and accepted.

Termination for Convenience: In the event that the contract is terminated or cancelled upon request and for the convenience of the Town, without the required thirty (30) days advance written notice, then the Town shall negotiate reasonable termination costs, if applicable.

Termination for Cause: Termination by the Town for cause, default or negligence on the part of the attorney or firm shall be excluded from the foregoing provision; i.e.- termination cost, if any, shall not apply. The thirty (30) days advance written notice requirement is waived in the event of Termination for Cause.

Assignment: The selected attorney or firm will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing of the Town Manager.

Hold Harmless Clause: The Legal Firm shall indemnify the Town from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person in consequence of any negligence in performing contract work, or on account of any act or omission by the attorney or the firm or its employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree, violated by such attorney or firm.

Insurance: The legal firm shall be required to carry Professional Liability Insurance. Proposals must specify the carrier and coverage limits of no less than \$1,000,000 per occurrence. The successful applicant or applicants shall provide to the Town a certificate of proof of insurance and shall maintain required insurance coverage.

Unavailability: The attorney or firm must also provide advance notification to the Town Manager of times when counsel will be unavailable (e.g. - vacations, professional conferences, etc.), and the name(s) of legal counsel who will handle Town legal affairs in his/her absence.

Specialized Counsel: The Town shall not be restricted from appointing specialized counsel when, in the judgment of the Town, the need arises. The Town Attorney agrees that he will assist the Town Manager, the Town Council and outside counsel in any way possible.

Illustrative examples of the anticipated services include:

1. **Advise the Town Manager and Council:** Advise the Town Council, Town Manager, Town committees and department managers upon all legal questions arising in the conduct of Town business.
2. **Prepare Ordinances:** Prepare or revise ordinances when so requested by the Town Council, Town Manager, Town committees or department managers.
3. **Give Opinions:** Give opinion upon any municipal legal matter or question submitted to him/her by the Town Council, Town Manager, Town committees or department managers.
4. **Attend Council and Committee Meetings:** Attendance at all regular and special Town Meetings as requested and other related municipal meetings as requested.
5. **Prepare Legal Instruments:** Prepare for execution all contracts and instruments to which the Town is party when so requested by the Town Council,
6. **Prosecute Offenders and Defend Officials:** When authorized by the Council, prepare all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with the violation of a Town ordinance. Under the direction of the Town Council, defend Town officials in any action or claim against them in their official capacity. In those claims where the Town's insurance company has appointed legal counsel, the Town Attorney shall provide only those services requested by the Town Manager.
7. **Make Reports:** Immediately report to the Town Manager the filing of any litigation against the Town, as well as the final outcome of any such claims.
8. **Collections:** When requested by the Tax Collector, collect unpaid taxes, fines and loans.
9. **Real Estate:** Prepare deeds, easements and contracts as pertaining to real estate and render title opinions on property being acquired or sold by the Town.

11. **Keep Records:** Keep a complete record of all suits in which the Town had or has an interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by him/her and of all certificates or abstracts of titles furnished by him/her to the Town, or any department or official thereof. Each applicant shall agree to deliver such records, documents and property of every description in his/her possession, belonging to his/her office or to the Town, to his/her successor, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the Hermon Town Clerk's office.
12. **Deliver Records to Successor:** Deliver all records, documents and property of every description in his/her possession, belonging to his/her office or to the Town, to his/her successor in office, who shall give him/her duplicate receipts therefore, one of which he/she shall file with the Town Manager.
13. **Informal Duties:** It is understood that added to this list of formal responsibilities are the informal activities expected of the Town Attorney, including counseling department heads and elected officials, instructing officers and employees in the elements of public law and examining intergovernmental activities.

BID PROPOSAL FORM

In order to facilitate comparison of competing proposals, the Town respectfully requests applicants to complete the following form. Please feel free to attach additional sheets where the information requested is more extensive than the space provided.

TO: Town of Hermon
Town Manager
333 Billings Road
Hermon, ME 04402

THE UNDERSIGNED HEREBY DECLARES THAT:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any person or persons making any proposal for the same work, as is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Hermon (the Town) is now or will hereby be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. He has read the information contained herein relating to the work;
- C. That in the event the legal services contract, as contemplated by this Proposal, is awarded to him or his firm, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of the Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part by the Town as the Town may determine.

Contact Information

Name of firm: _____

Mailing address: _____

Physical address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Web site address: _____

Name of lawyer proposed as Town Attorney: _____

Estimated percentage of time he/she spends on municipal legal affairs: %

Professional Liability Insurance

Insurance Carrier: _____

Limits: _____

Financial Consideration

Fee Schedule (1)	
Attorney cost/hourly	\$
Associate Attorney cost/hourly	\$
Paralegal cost/hourly	\$
Clerical cost/hourly	\$
Other Staff cost/hourly	\$
LIST OTHER STAFF SERVICES AND COSTS NOT IDENTIFIED ABOVE	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Is there a retainer fee required? Yes/ No If yes, describe how the retainer fee is used (i. e. what type of services would be covered, or how the hourly rate for services would be impacted) and what the annual cost of the retainer.

Other billable items:

Will billable rates for travel include both ways, one way, or no charge?:

Mileage expense rate: _____

Research services cost/hour (e.g. West Law): _____

Other costs:

 Photocopying

 Fax

 Telephone expense

Billing practices for services such as informational correspondence, i.e. courtesy copies and e-mails, etc. ___

EXCEPTIONS AND AMENDMENTS

***Bidder's Exceptions and Amendments are noted below**

(Please list) Yes _____ No

2. The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) CORPORATION entitled

Organized under the laws of the State of _____ and having its principal offices at

The names of all partners of a partnership or the principal officers of a corporation will be submitted upon request.

Signature

Print Name and Title

Print Firm Name

Print Street Address

Print Town, State and Zip Code

Contact Name

e-mail address

Area Code and Telephone Number Area Code and Fax Number

I, _____, hereby certify that I do not hold any executive or appointive office in the government of the Town of Hermon; furthermore, I do not anticipate holding or seeking office in the Town of Hermon for the duration of this contract. I further certify that the firm that I represent, as named above, is an Equal Opportunity Employer.

Date: _____

Signature: _____

Print Name:

Attachments: Please attach the following to the original proposal and five (5) copies.

- Outline of the size and experience of the law firm.
 - Good Standing and License:
 - Access and Availability:
 - Casework-Management:
 - Proactive Practices:
- Resumes of legal staff with whom the Town would be working.
- Fee Structure
- Proposal that includes a narrative on the following:
 - List of Services (Appendix A)
 - Additional list of Services (If applicable)
- Listing of municipal clients and other references (with addresses and phone numbers)

TOWN OF HERMON

APPENDIX A

1. Be charged with the performance of all legal services of the Town, including those of legal advisor to the council, the manager and to all departments and officers of the Town.
2. Upon the request of any department head, take the necessary steps to arrange for the prosecution of a violation of any ordinance, and in the furtherance thereof shall confer with and render to the county attorney such assistance as he shall request.
3. Represent the Town in matters in which the Town is interested, coming before any court, or tribunal.
4. Draft any ordinance when required by the council or the Town Manager.
5. Perform such other duties as may be required by the council.
6. Attend meetings of the council as requested.
7. Report promptly to the council all suits brought against the Town.
8. Make an annual report to the Town Manager, which shall include a record of all claims outstanding at the commencement of the fiscal year, all new claims, all claims closed and status of outstanding claims.
9. Call to the attention of the council and the Town Manager all matters of law affecting the Town.
10. Review and represent the Town in relations to workers' compensation claims and assist HR in managing claims along with the Town's Third Party Administrator in laws pertaining Workers' Compensation.

Check list of possible areas of legal expertise

The areas of legal work to be provided by the Hermon Town Attorney shall include, but not be limited to, the following items. While this list is representative of the areas of work required, it is not exhaustive, and applicant acknowledges and agrees to perform work in other areas as may be requested by Town Officials. Please place an "X" next to each item, which the applicant agrees to perform any required legal services. *(Legal Services are Exclusive of Bond Counsel, and /School Department Board and Personnel representation).*

_____ Police and law enforcement operations and practices.

_____ Fire and fire prevention operations and practices.

----- Public works maintenance operations and practices which include road, bridge, sidewalk, cemetery and parks construction and maintenance practices.

----- Recreation and program operations and practices which include programs and maintenance and regulation of recreation areas

General government operations and practices which include eminent domain proceedings, deeds, easements, and contracts pertaining to real estate and title opinions, tax assessment and lien practices, collection of unpaid taxes, fines, loans or other monies owed to the Town, drafting of municipal ordinances and related amendments, preparation of contracts and agreements to which the Town is a party, advice regarding insurance coverage and insurance claims and other issues of a general municipal operational management nature.

Code enforcement operations and practices which include compliance with enforcement of State and Federal environmental laws as well as compliance with local codes and ordinances.

Attendance at Planning Board meetings, Zoning Board of Appeals meetings, and other related committee meetings when so requested for the purpose of giving legal advice when requested by its members through the Town Manager. It is acknowledged that such meetings occur predominantly in the evening hours.

Prepare, when authorized, all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with a violation of a Town ordinance or law enforced by the Town.

Defend municipal officials, including the Town Council, the Planning Board, the Zoning Board of Appeals, the Town Manager, Town employees or any other municipal board or committee in the prosecution of a violation of any law or regulation or in any claim of them in their official capacity.

Represent the Town of Hermon or any of its municipal officials in any other general litigation.

Provide general legal advice, oral or written, to the Town Manager and the Town Council or its committees or any Town Official, when requested upon legal questions arising in the conduct of Town business.

Provide legal advice regarding renewal of, or interpretation of, cable television contract.

Provide legal advice and assistance with regard to Town municipal solid waste collection and disposal and other disposal operations or regulations within Town limits. Other areas of legal expertise not covered in above items and as arise from time-to time.