

AGENDA

ITEM

6. a.

**TOWN OF CLINTON
BOARD OF SELECTMEN**

**MEMBERS: Jeffrey Towne, Chairman; Stephen Hatch, Randy Clark,
Chester Nutting and Joe Massey**

SELECTMEN'S MEETING MINUTES

DATE: May 22, 2007
TIME: 6:30 PM
PLACE: Selectmen's Room, Town Office

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. SELECTMEN PRESENT / QUORUM.
Quorum Met
4. INTRODUCTION OF NEW TOWN CLERK / OFFICE MANAGER.
Pamela M Violette is the new Town Clerk and Office Manager.
5. COMMENTS / QUESTIONS FROM THE PUBLIC CONCERNING MATTERS NOT RELATED TO ITEMS ON THE AGENDA.
Mr. & Mrs. Decker questioned the Selectmen concerning the proposed removal of trees in front of 1162 Battleridge Road to allow ditching of the road side. Road Commissioner stated they are gathering data concerning this matter as well as a culvert on Hill Rd. When all the data is in there will be a meeting of the Road Committee to discuss which issue should be addressed. The Selectmen agree to notify Mr. Decker if the decision is to go ahead with the Battleridge Rd tree removal and it will be put on the agenda to be discussed at a Selectmen Hearing.
6. PUBLIC HEARING: JUNE 12, 2007 TOWN MEETING WARRANT ARTICLES.

Randy moves board open the public hearing on each warrant article for the 2007 Town Meeting.
Second by Steve
4-0 vote yes
Discussion concerning Article 36,
Some Townspeople are concerned if this passes that people will start disposing of rubbish in various places around town instead of paying to dispose of it properly.
The question was raised concerning how the town of Benton felt about it. The Chairman stated this article is only for feedback from the town and there will be more discussion on this matter, if the article passes, which will include the town of Benton.

Discussion Concerning Article 29 .

The question was raised as to why the wording was changed to include the Police Station.

The Selectmen as well as Phil McCarthy stated that during the Budget Meeting process it was stated this building would be a multiuse building, as well as being stated it would be used to house the police cruisers and police dept.

The question concerning heat and electricity for this building was also raised and was answered. Those costs would be added into next years budget as operating costs.

Randy moves board close the public hearing at 6:05 pm.

Second by Steve

4-0 vote yes

7. PUBLIC HEARING: PROPOSED ORDINANCE AMENDMENT RELATING TO BUILDING PERMIT FEES, LAND USE PERMIT APPLICATION FEE AND SITE PLAN REVIEW APPLICATION FEE.

Randy moves board open the public hearing on the proposed ordinance amendment relating to building permit, land use permit and site plan review fees.

Second by Steve

4-0 vote yes

Discussion opened concerning the new rates for Building permits, the biggest concern is on the fee for a remodeling permit as to what exactly is considered remodeling. The Code Enforcement Officer follows the ordinance and Building Codes in determining if building permit is required.

Randy moves board close the public hearing at 7:05 pm.

Second by Steve

4-0 vote yes

8. ACTION ITEMS.

a. Approval of Selectmen's Meeting minutes – May 8, 2007.

Randy moves board approve the minutes of the May 8, 2007 meeting.

Second by Steve

4-0 vote yes

b. Board authorization to certify and sign five copies of the Proposed Ordinance Amendment in accordance with Charter Article VIII, Section 8.01 (d).

Randy moves board sign the certification of five copies of the Ordinance Amendment.

Second by Steve

4-0 vote yes

c. Order 07-02: Relating to application of payments to unpaid taxes.

Randy moves board adopt Order 07-02 relating to application of payments to unpaid taxes.

Second by Steve

4-0 vote yes

- d. Board authorization to sign Board of Selectmen Certification & Certificate of Incumbency for the Town Treasurer to act on behalf of the Board & Cemetery Trust Fund with Putnam Investments.

Randy moves board sign the Certification and Certificate of Incumbency for the Town Treasurer to act on behalf of the Board and Cemetery Trust Fund with Putnam Investments.

Second by Steve

4-0 vote yes

- e. Board authorization to sign the Board of Selectmen Certification & Certificate of Incumbency for the Town Treasurer to act on behalf of the Board & Cemetery Trust Fund with Bank of America Computershare.

Randy moves board sign the Certification and Certificate of Incumbency for the Town Treasurer to act on behalf of the Board and Cemetery Trust Fund with Bank of America Computershare.

Second by Steve

4-0 vote yes

- f. Board authorization to sign letter to Clinton Water District Board of Trustees.

Randy moves board authorize the signing of the letter to the Clinton Water District Board of Trustees.

Second by Steve

4-0 vote yes

- g. Board authorization to close the Clerk's Counter on Wednesday, June 13, 2007 due to ballot counting.

Randy moves board authorize the closing of the Clerk's Counter on Wednesday, June 13, 2007 due to ballot counting.

Second by Steve

4-0 vote yes

- h. Board acceptance of the \$18.80 gift by the Clinton Parks and Recreation Board with conditions.

Randy moves board accept the \$18.80 gift from the Clinton Parks and Recreation Board with the following conditions: 1. \$3.80 will be added to the Recreation Budget Line 16-009-23 administration Expenditure line, 2. A new Recreation Budget Line will be created for Farmers / Flea Market and \$15.00 will be added to this expenditure line.

Second by Steve

4-0 vote yes

9. DISCUSSION ISSUES.
 - a. Request from Dianne E. Sordillo, Riverview Guns, LLC, 1760 River Road Suite #1, Clinton, Maine to consider the adoption of a Pawn Brokers Ordinance.
Selectmen state this request is to late to get on this Warrant but they will revisit the issue at a future Selectmen's meeting for next years warrant.
10. SUPPLEMENTS AND ABATEMENTS.
None
11. TOWN MANAGER'S REPORT.
See Attached Lab Data from New England Organics.
CEO has issued a stop work order to Gary Lemore on Horseback Rd.
Appeals Board has been notified of a pending appeal concerning the subdivision on Bush Rd.
12. OLD / NEW BUSINESS.
None
13. WARRANT.
Randy moves the board accept Warrant number 82 in the amount of \$29707.55
Second by Steve
4-0 vote yes
14. NEXT AGENDA ITEMS.
Next Meeting Monday June 11, 2007
Authorization to engage Bond Counsel if Bond Articles are passed at June 12, 2007 Election
Public Hearing for Slim & Blight Declaration
Water District Trustees invited to Meeting
15. ADJOURN.
Chet moves to adjourn
Second by Randy
4-0 vote yes at 7:35 pm

AGENDA

ITEM

6. b.



Town of Clinton
27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

DECLARATION OF SLUM AND BLIGHT AREA

MAINE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

It is hereby found and declared:

That there exists in the Town Clinton, Maine a deteriorating, dilapidated, slum and blighted area, dangerous buildings, deficient public improvements and incompatible uses of property, which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the Town of Clinton, Maine.

That the existence of such an area, as shown on the attached map and identified as "Village Area", and located in Census Tract Numbers: Portion of 1000, 1012, 1031, and 1032. All of 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, and 1025, is found to be consistent with Maine State Statute 30-A, Chapter 205, Section 5202 and regulations set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570.

That the blighted area will be addressed with Community Development Block Grant (CDBG) and other funds through eligible activities, in accordance with all CDBG regulations and Maine State Statute 30-A, Chapter 205, Sections 5201 through 5205.

That the activities to be conducted are designed to eliminate the causes of slum and blight.

The Declaration with attendant documentation is hereby enacted on the 11th day of June, 2007 and is effective from this day forth until such conditions have been remedied through completion of the CDBG project.

AUTHORIZED SIGNATURES of the CLINTON BOARD OF SELECTMEN

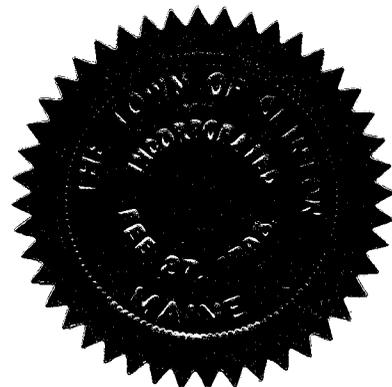
Jeffrey Towne, Chairman

Chester Nutting

Stephen Hatch

Joseph Massey

Randy Clark



TOWN MEETING WARRANT
TOWN OF CLINTON
Tuesday, June 13, 2006

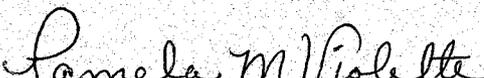
Article 35: To see if the voters of the town of Clinton will vote to authorize the Selectmen to sign a Declaration of Slum and Blight for the village area of Clinton, for the purpose of applying for a Community Development Block Grant under the Downtown Revitalization program. The designated area is the "Village Area" as designated by the plans developed by Kent Associates in the study for this grant application.

Selectmen Recommend: Yes

Yes: 246 No: 134

ATTEST: A true copy of Article 35 and Article 35 results of the Town of Clinton June 13, 2006 Town Meeting Warrant.

June 5, 2007


Pamela M. Violette, Town Clerk

AGENDA

ITEM

6. c.



*Town of Clinton
27 Baker Street*

426-8511 phone

Clinton, ME 04927

426-8323 fax

MEMORANDUM

TO: HONORABLE BOARD OF SELECTMEN

FROM: James W. Rhodes, Town Manager

DATE: June 6, 2007

RE: Agenda Item 6.c.

If either or both Article 28 or Article 29 passes, the Town will need to retain Bond Counsel to do the required legal documentation for the bonds.

There is a limited number of Bond Counsels certified to do this type of legal work. Our bank only recognizes 15 in Maine. See attached.

Recommend Board of Selectmen authorize the Town Manager to retain James C. Pitney, Jr. of Preti Flaherty. Estimated cost is \$1,800 to \$2,500.

If the bonds pass, I will need to get the bids out on June 13, 2007 and the Bond Counsel needs to be listed in the bid document.

BOND COUNSEL USED BY BANKNORTH, N.A.

FIRM	ATTY	ADDRESS	CITY/ST/ZIP	PHONE #	FAX #
Bernstein, Shur, Sawyer & Nelson	Richard M. Schade/Lee K. Bragg F. Paul Frinsko/Geoffrey H. Hole <i>Sanit</i> <i>J.Davis @ BSSU @ Com</i>	146 Capital Street 100 Middle Street PO Box 9729	Augusta 04330 Portland 04101	623-1596 774-1200	626-0200 774-1127
Drummond, Woodsum & MacMahon	Richard A. Spencer Bill Stockmeyer <i>Rob Wadeau</i>	245 Commercial St	Portland 04101	772-1941	772-3627
Eaton, Peabody, Bradford & Veague	Michael B. Trainor	80 Exchange St PO Box 1210	Bangor 04401	947-0111	942-3040
Jensen, Baird, Gardner & Henry	Ronald Epstein	10 Free Street	Portland 04101	775-7271	775-7935
Pierce Atwood	Jim Saffian Bruce Coggeshall	One Monument Square	Portland 04101	791-1100	791-1350
Preti Flaherty	James C. Pitney, Jr.	45 Memorial Circle PO Box 1058	Augusta 04332-1058	623-5300	623-2914
Verrill & Dana	Mark K. Googins William Fletcher - 253-4422	One Portland Square	Portland 04112	774-4000	774-7499
Skelton, Taintor & Abbott	Peter M. Garcia	95 Main Street	Auburn 04210	784-3200	784-3345

AGENDA

ITEM

6. d.



*Town of Clinton
27 Baker Street
Clinton, ME 04927*

426-8511 phone

426-8323 fax

MEMORANDUM

TO: HONORABLE BOARD OF SELECTMEN

FROM: James W. Rhodes, Town Manager

DATE: June 6, 2007

RE: Agenda Item 6.d.

The Town's current contract with the Waterville Humane Society expires at mid-night June 30, 2007. The cost was \$4,375.00.

The Chief of Police recommends the Town contract with the Somerset Humane Society since they will be closer than the new location of the Waterville Humane Society.

The cost with the Somerset Humane Society is \$4,025.00.

A cost savings of \$350.00.

Recommend signing the contract with the Somerset Humane Society.

Year Of 2007-2008 Contract

Town Of Clinton

This Agreement, entered onto this date of July 1st for the contract year of 2007-2008 between the Town of Clinton and the Somerset Humane Society.

Somerset Humane Society: A nonprofit corporation operating as an animal shelter, is duly organized and existent under the laws that govern the state of Maine to provide temporary or permanent housing and care for stray, abandoned, abused or owner-surrendered animals. The location of its principal place of business is located on the Middle Rd., Skowhegan, in Somerset County in the state of Maine, will hereinafter be considered the "Shelter."

Municipality: An organized City, Town, or Plantation, hereinafter referred to as "Municipality."

Unorganized Territory: An unorganized township located within Somerset County hereinafter referred to as "Somerset County UT."

Now Therefore, in consideration of the contents that follow, it is agreed that: Each authorized Municipality or Unorganized Territory and employees shall do the following as instructed by the Somerset Humane Society.

A. Municipality shall pay to the Somerset Humane Society the sum of **(\$1.15) One Dollar and Fifteen Cents Per Capita.** "Per Capita" means the number of inhabitants residing in the Municipality.

B. Municipality shall have the right to use the animal shelter facilities on the effective date of July 1st. For a period of One (1) year for the sum of \$ 4,025.00 to house and shelter stray animals whose origin is unknown, but which were found within the boundaries of the Municipality.

C. Municipality can pay Twelve monthly installments of \$ 335.42, or may be paid in full.

D. This agreement is the Town Of Clinton invoice for the year.

E. Municipality shall not transport to the shelter **Owner-Surrendered Animals**. This is the owner's responsibility.

F. Municipality shall take **Sick or Injured Stray Animals** to a Licensed Veterinarian of their choice as soon as possible.

G. Stray Forms **Must** be completed for **Each** animal by the **Animal Control Officer/ Police Department** or person acting in that position for the municipality. (Fill out top portion of the form **Only**)

H. If the ownership of a stray can be established by Animal Control or the Municipality the owner and the shelter shall be notified immediately.

Municipality shall agree not to hold the Somerset Humane Society and it's respective officers, agents, and employees responsible for any claims of loss, damage, sickness, injury, disease, or death sustained by any person due to the use of the shelter by the Municipality stated employees or agents and from loss, damage, sickness, injury, disease, or death to any animals housed there in.

Either party bound by this agreement can terminate the contract by means of a Thirty (30) day written notice. In the event that either party breaches this agreement, either party can be liable for breach, including but not limited to consequential and/or incidental damages, and costs of suit including attorneys fees. Either party may avail itself of all additional remedies provided by law.

Contract breach also entitles either party the ability to automatically terminate all obligations under this agreement and refuse to admit animals to the shelter from the boundaries of said Municipality.

Chairman Board of Selectmen	Date	Phone	Witness
<i>Patricia A. Nelson</i>	<i>5/19/07</i>	<i>474-6493</i>	<i>Jennifer Gagnon</i>
Somerset Humane Society, Rep.	Date	Phone	Witness

If you do not have the State of Maine Laws, Animal Regulations & Rabies Management Guideline books you can call Animal Welfare at (207) 287-3846.

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7.b.

TOWN OF CLINTON, MAINE WINTER ROAD MAINTENANCE SANDING, SALTING, and SNOW PLOWING

Bid Specifications for a
3-Year Contract Term: October 15, 2007 to May 15, 2010

This contract is between the **Town of Clinton, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "Board of Selectmen"), and **Proposed Contractor** which is a partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Winter Road Maintenance – Sanding, Salting, and Snow Plowing.

A. SERVICES: What, When, Where.

Contractor agrees to remove snow, properly sand and control ice that accumulates from sleet, freezing rain, snowfall or drifting snow, from the fifty-two (52) miles of state-aid and town ways between October 15, 2007 to May 15, 2008 of the first year, October 15, 2008 to May 15, 2009 of the second year and October 15, 2009 to May 15, 2010 of the third year on the following roads:

1. River Road (collector paved road): From the Benton Town Line to Skowhegan Town Line, a distance of: 5.53 Miles
2. Hinckley Road (collector paved road): From Canaan Road to Baker Street, a distance of: 6.60 Miles
3. Baker Street (collector paved road): From Hinckley Road to Main Street (Route 100), a distance of: 0.30 Miles
4. Pleasant Street (collector paved road): From Main Street (Route 100) to Benton Town Line, a distance of: 1.00 Miles
5. Battle Ridge Road (local paved road): From Hinckley Road to Canaan Town Line, a distance of: 3.44 Miles
6. Beaudoin Road (local paved road): From Mutton Lane to Dead End, a distance of: 0.20 Miles
7. Bellsqueeze Road (local paved road): From Benton Town Line to Battle Ridge Road , a distance of : 3.56 Miles
8. Bush Road (local gravel road): From Johnson Flat Road to Dead End, a distance of: 0.20 Miles
9. Church Street (local paved road): From Main Street to Railroad Street, a distance of: 0.15 Miles
10. Cindy Bloodgett Drive (local paved road): From Silver Street to Morrison Avenue, a distance of: 0.12 Miles

11. Dean Road (local gravel road): From Hill Road to Dead End, a distance of: 0.50 Miles
12. Dixon Road (local paved road): From Hinckley Road to Dead End, a distance of: 0.70 Miles
13. Gibson Road (local gravel road): From Hinckley Road to Dead End, a distance of: 0.20 Miles
14. Goodale Road (local paved road): From Railroad Street to Dead End, a distance of: 0.08 Miles
15. Goodrich Road (local paved road): From Battle Ridge Road to Hill Road, a distance of: 1.15 Miles
16. Gustafson Road (local paved road): From Hinckley Road to Canaan Road, a distance of: 1.24 Miles
17. High Street (local paved road): From Baker Street to Dead End, a distance of: 0.12 Miles
18. Hill Road (local paved road): From Railroad Street to Canaan Town Line, a distance of: 5.24 Miles
19. Hillcrest Drive (local paved road): From Battle Ridge Road to Dead End, a distance of: 0.42 Miles
20. Holt Road (local paved road): From Main Street (Route 100) to Dead End, a distance of: 0.60 Miles
21. Horseback Road (local paved road): From Hill Road to Johnson Flat Road, a distance of: 4.70 Miles
22. Johnson Flat Road (local paved / gravel road): From Pittsfield Town Line to Canaan Town Line, a distance of: 2.40 Miles
23. Lamb Avenue (local paved road): From Railroad Street to Spring Street, a distance of: 0.08 Miles
24. McAllister Road (local gravel road): From Bangor Road to Dead End, a distance of: 0.35 Miles
25. McKenney Road (local gravel road): From Hill Road to Dead End, a distance of: 0.35 Miles
26. McNally Road (local paved road): From Main Street (Route 100) to Dead End, a distance of: 0.85 Miles
27. Morrison Avenue (local paved / gravel road): From Main Street to

Railroad Street, a distance of:	0.40 Miles
28. Mutton Lane (local paved road): From Railroad Street to Johnson Flat Road, a distance of	4.95 Miles
29. Old Leonard Woods Road (local paved road): From Bangor Road to Water District Gate, a distance of:	0.20 Miles
30. Pine Drive (local paved road): From McNally Road to Dead End, a distance of:	0.10 Miles
31. Pishon Ferry Road (local paved road): From Canaan Road to River Road, a distance of:	0.21 Miles
32. Pearl Street (local paved road): From Pleasant Street to Dead End, a distance of:	0.12 Miles
33. Pease Road (local gravel road): From Johnson Flat Road to Canaan Town Line, a distance of:	0.20 Miles
34. Peavey Road (local gravel road): From Tardiff Road to River Road, a distance of:	1.10 Miles
35. Railroad Street (local paved road): From Main Street (Route 100) to Y Intersection of Hill Road and Mutton Lane, a distance of:	0.40 Miles
36. Rodgers Road (local gravel road): From Hill Road to Horseback Road, a distance of:	0.99 Miles
37. Seabasticook Drive (local paved road): From Pleasant Street to Dead End, a distance of:	0.21 Miles
38. Silver Street (local paved road): From Main Street (Route 100) to Cindy Bloodgett Drive, a distance of:	0.12 Miles
39. Spring Street (local paved road): From Railroad Street to Main Street (Route 100), a distance of:	0.23 Miles
40. Tardiff Road (local paved road): From Hinckley Road to River Road, a distance of:	1.42 Mile
41. True Road (local paved road): From Hinckley Road to Dead End, a distance of:	0.50 Miles
42. Water Street (local paved road): From Main Street (Route 100) to Pleasant Street, a distance of:	0.12 Miles
43. Winn Avenue (local paved road): From Morrison Avenue to Railroad Street, a distance of:	0.12 Miles

- 44. Wright Road (local gravel road): From Horseback Road to Dead End, a distance of: 0.38 Miles
- 45. Transfer Station: From Old Leonard Wood Road to Salt / Sand Shed, drop off area, and weigh station road, a distance of: 0.15 Miles

Total Winter Maintenance Miles: 52.00 Miles

B. INDEPENDENT CONTRACTOR.

Contractor and his agents and employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of the Town of Clinton. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workman's compensation law, employment security law, and minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS.

1. Contractor will commence plowing and sanding or salting when the snow on the road surface has reached a depth of no more than (1") inch. Snow removal and sanding operations shall continue until roadways are cleared of snow to the outside of shoulders. All roadways shall be treated with pre-wetted sand (sand shall be treated with 32% liquid calcium at a rate of 4 to 6 gallons per cubic yard) and spread to cover the center two thirds (2/3) of the roadway at a spread rate of no more than 1500 lbs (1/2 cubic yard) per centerline mile. Carefull attention shall be given to the melting action so as to remove any and all slush (30% melted snow pack or ice) as soon as possible.
2. During severe storms or drifting, plows will continue to operate so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the roadways, where possible. Contractor must have supervisory personnel or communication equipped vehicles compatible with the Town Office communication system so that messages of urgency can reach the plowing or sanding vehicles within ten (10) minutes. Contractor must respond to messages of urgency from the Municipal Officers or Officials of the Town of Clinton.
3. In the event of an ice storm, sanding or salting shall commence immediately and continue until a safe traveling roadway is provided.
4. Contractor will follow the Maine Department of Transportation's methods and precautions of plowing, sanding and salting. Contractor's personnel will have annual fall training as provided by MDOT. Attendance at the MDOT training is mandatory for all Contractor employees serving the Town of Clinton under this contract. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored by the Town. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contactor snowplows.

5. Contractor will provide and maintain in good working condition equipment which satisfies the following minimum requirements for each 3-years of the contract specified in paragraph A above: at least five (5) trucks ((three (3) trucks at a minimum 6 yard capacity and two (2) trucks at a minimum of 12 yard capacity)), complete with calibratable hooper sanders, truck mounted pre-wetting system ((on at least two (2) spreaders)), front plow and side wing plow. Contractor also agrees to furnish one (1) six yard truck with sander, front plow and side wing plow for back-up purposes and one (1) front end loader. All equipment must be operating during the storm when determined necessary by the Road Commissioner or Highway Foreman or replacement equipment must be available at no additional cost to the town. List of equipment will be submitted with the bid.
6. Contractor agrees to provide sufficient sand and salt for all operations required by this contract but not less than 3,000 cubic yards. Prior to October 10th of each year of the contract, Contractor will deliver to the Town's Salt / Sand Shed at the Transfer Station the full amount of 3,000 cubic yards sand / salt mixture for placement inside the Salt / Sand Shed. Any sand / salt remaining outside the storage building will be screened and placed inside the shed. Contractor will be required to use the Salt / Sand Shed which has a capacity of 3,000 cubic yards which will provide a storage area for your salt and sand operations as required by this contract. Sand will pass through a ½" screen. The sand shall have a mixture ratio of 100 pounds of salt to each cubic yard of sand. A Town official will observe this mixing process. All sand / salt placed in Town's Salt / Sand Shed will become the property of the Town of Clinton. The Contractor will store and cover at the salt / sand shed 30 tons of salt for ice conditions.
7. Contractor will remove compacted snow and ice from roads listed in paragraph A above to the satisfaction of the Municipal Officers so that four (4) feet of pavement will be exposed on each side of the center line.
8. Contractor will reimburse the Town for the costs of replacement of guardrail posts, signs, signposts, or guard posts which are damaged by reason of snow removal operations under this agreement, if the Municipal Officers determine that such damage could have been avoided by the Contractor.
9. Contractor will perform duties for the Town before proceeding to private contracts.
10. Contractor will provide to the Town's Road Commissioner a list and map of plow routes, with assigned drivers and contact cell phone numbers in the plow trucks, not later than October 15 of each year of the contract. Road Commissioner will determine if plow routes meet the Town's priority of winter maintenance.

D. PAYMENT AND PERFORMANCE BOND.

Contractor is required to furnish a payment and performance bond, satisfactory to the Board of Selectmen in the sum of 100% (one hundred percent) of the contract price within thirty (30) days of the signing of the contract. *Please note: Pursuant to M.R.S.A. Title 14 § 871 (3): Contracts in the amount of \$100,000 (one hundred thousand dollars) or more must be bonded. The purpose of the payment and performance bond is to make money available to the Town of Clinton in the event that the Contractor does not complete part or all of the duties and / or obligations under the contract. The money will be used to get the work completed.

E. INSURANCE.

The Contractor agrees to maintain liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims which may arise from snow removal and sanding operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Clinton, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.

F. INDEMNIFICATION.

The Contractor agrees to hold the Town of Clinton harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of winter road maintenance under the contract. In the event that such a claim is made against the Town of Clinton, the Contractor shall defend the Town of Clinton, and shall pay any amount (indemnify) for which the Town of Clinton may be held liable in a legal action for such claims.

G. ANNUAL FUEL ADJUSTMENT CLAUSE.

The 2007-2010 snow removal contract bids are based on fuel costs of \$3.50 per gallon. The Contractor keep receipt records (cost per gallon, number of gallons, fuel station name, and date) of fuel used for purposes stated in this contract. Fuel differential costs under \$3.50 per gallon will be deducted from the Contractor's final payment. Fuel differential costs over \$3.50 per gallon will be added to the Contractor's final payment. The Contractor is required to submit copies of all fuel receipts, along with a verification sheet on the Contractor's letterhead to the Board of Selectmen not later than April 2 of each contract year. (Example shown below of the Annual Fuel Adjustment Sheet to be submitted at the end of each contract year by April 2.)

Annual Fuel Adjustment Sheet for Year: _____
Actual Gallons Used for Contract Year with Receipts: _____
Differential Costs Over \$3.50: Gallons _____ @ _____ = \$ _____
Differential Costs Under \$3.50: Gallons _____ @ _____ = \$ _____
Net Due Contractor: \$ _____
Net Due Town: \$ _____

H. SUPERVISION AND CONTROL.

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Clinton Board of Selectmen or their designees has a right to inspect winter road maintenance operations and notify you of any problems, errors or non-performance. The Board of Selectmen may order that work be done in a satisfactory manner to be determined by them.

I. DISASTER.

In the event of a winter disaster, as declared by FEMA or MEMA through the Governor, State of Maine, this contract may be amended orally for the duration of the winter disaster and its cleanup. Contractor will be compensated for extraordinary performance only to the extent that the Town of Clinton receives Federal or State reimbursement.

J. BILLS AND CLAIMS.

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Clinton will not pay such bills.

K. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Board of Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town of Clinton shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and road and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Board of Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town of Clinton shall have the following options:

1. Terminate the Contract: The Board of Selectmen may terminate the contract by sending the Contractor a written notice, stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads. Likewise, money from the Contractor's bond may be used to cover this cost.
2. Substitution: The Board of Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. This substitution shall be paid with money from the Contractor's bond. If there are any problems obtaining the bond money, substitution shall be paid from the remainder of any money due to you (but unearned) under the contract.
3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

L. PAYMENT SCHEDULE.

The Town of Clinton will pay a total of \$ _____ for 2007-2008, \$ _____ for 2008-2009, and \$ _____ for 2009-2010. \$ _____ will be paid on completion of the sand / salt piles, but not before October 15 each year. The remainder of this contract will be paid in six (6) equal monthly payments, starting November 15, each year. The final payment will be held pending satisfaction of all damage claims. This schedule of payment may be modified in the event of a breach of contract.

M. RENEWAL.

At the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen, inclusive of a three percent (3%) increase for each successive year for the next three (3) seasons.

N. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

DRAFT

The Contractor's rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Board of Selectmen. This contract may be amended only by written consent of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties, or their duly authorized agents, execute this agreement on the ____ day of _____, 2007.

FOR THE TOWN OF CLINTON
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

DRAFT

DRAFT

BID PROPOSAL FORM

TOWN of CLINTON WINTER ROAD MAINTENANCE
SANDING, SALTING, and SNOWPLOWING
Contract Term: October 1, 2007 to May 15, 2010
3-Year Contract

**BIDDER NAME:
& ADDRESS** _____

PHONE # _____

Submit bid proposal form in a sealed envelope. Mark outside of envelope "Winter Road Maintenance Bid. Bids opened at the July 10, 2007 Board of Selectmen's meeting.

SEND TO: TOWN of CLINTON
BOARD of SELECTMEN
27 Baker Street
Clinton, ME 04927

DUE DATE: Monday, July 9, 2007
No later than 3:00 PM

The Board of Selectmen reserve the right to accept or reject any and / or all bid proposals.

In compliance with your Request for Bids and having carefully examined the specifications and having become acquainted and familiarized with the conditions of the specifications for the snow removal contract for the Town of Clinton, I, the undersigned submit this bid proposal form provided by the Town of Clinton.

Cost per contract year for all work specified in the specifications, terms and conditions:

<u>YEAR</u>	
2007-2008	Cost per mile \$ _____ times 52 miles = \$ _____
2008-2009	Cost per mile \$ _____ times 52 miles = \$ _____
2009-2010	Cost per mile \$ _____ times 52 miles = \$ _____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance and Payment and Performance Bond within 30 days of signing a contract.

Signed: _____

Date: _____

Title: _____

DRAFT