AGENDA

ITEM

5.a.

CLINTON BOARD OF SELECTMEN
TUESDAY SEPT. 25, 2007
6:30 P.M.
SELECTMEN'S ROOM, TOWN OFFICE

MINUTES

CALL TO ORDER: Chairman Jeffrey Towne called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE: Chairman Jeffrey Towne led the Pledge of Allegiance.

SELECTMEN PRESENT / QUORUM: Chairman Jeffrey Towne, Vice Chair Steve Hatch, Randy Clark, Joseph Massey, Chester Nutting. Also present Town Manager James Rhodes, Deputy Town Clerk Holly Stebbins.

Resolution 07-04 presented to Mrs. Harrington for the dedication of her husband Donalc Harrington to the Town of Clinton.

Joint Workshop with Library Board of Trustees. Margorie Goodwin, James Turcotte and Rebecca Turlo were present.

ACTION ITEMS:

a. Approval of Selectmen's Meeting minutes-September 11, 2007.
Randy moved the Board approve the minutes from the September 11, 2007 meeting. Second by Steve, 5-0 vote yes.

b. Appointment of Planning Board member.
Randy moved the Board appoint Jane L Beecher, 1107 Hill Road, Clinton, Maine as a Planning Board regular member with such appointment effective from September 26, 2007 until June 30, 2009. Second by Steve, 5-0 vote yes.

c. Agreement between State of Maine, Department of Public Safety and Town of Clinton for Public Safety Answering Point Services.
Chet moved Board table matter until Oct 9, 2007 Selectmen Meeting. Seconc by Steve, 5-0 vote yes.

d. Protocol for the Use and Distribution of the Brown and Gibson Trust Funds.
Randy moved Board table this matter until next Selectmen Meeting on Oct 9, 2007 Second by Joe, 5-0 vote yes.

e. Board approval for the Fire Department to purchase 26 Motorola Minitor5 fire pagers from Yankee Communications, Benton, Maine for a total cost of $10,099.96.
Randy moved the Board approve the Fire Department's purchase of 26 Motorola Minitor5 fire pagers from Yankee Communications, Benton, Maine

for $10,099.96 and fund from the following budget accounts: 04-020-35 $9,000 and 04-020-05 $1,099.96. Second by Chet, 5-0 vote yes.

f. Board approval for the Fire Department to purchase a Motorola MTR2000 Base Radio under the Maine Emergency Management Agency grant award program from Hussey Communications, Winslow, Maine for $11,497.00.
Randy moved the Board approve the Fire Department's purchase of a Motorola MTR2000 Base Radio under the Maine Emergency Management Agency grant award program from Hussey Communications, Winslow, Maine for $11,497.00. Second by Joe, 5-0 vote yes.

DISCUSSION ITEMS:

a. **Speed limit zones on local roads.**
See attached DOT specifications.

b. **Election counting procedures.**
Town Clerk contacted Beverly Shejan, Elections Division, and the Town cannot implement procedures changing the states procedures.

SUPPLEMENTS AND ABATEMENTS:

Supplements: none.
Abatements:
Joe moved Board approve abatement 2007-23, map 010-015-on in the amount of $217.50. Second by Chet, 5-0 vote yes.
Joe moved Board approve abatement 2007-24 map 004-015-c in the amount of $124.70. Second by Randy, 5-0 vote yes.

TOWN MANAGER'S REPORT:

See attached Judgment against James Wells Jr., concerning Junk Yard violations, found in favor of the Town of Clinton with a fine of $7600.00.
Town of Clinton has been given sole title to property on 32 Main St Clinton as of Sept 18, 2007. Recorded with the Registry of Deeds Book 9498, page 262.
Cindy Dickey-Whitish submitted a withdrawal for her request from the library for $50.00 for postage.

OLD / NEW BUISNESS:
NONE

WARRANT:

Randy moved the Board approve warrant number 20 in the amount of $32,646.72, Second by Chet, 5-0 vote yes.

NEXT AGENDA ITEMS:

Revised Protocol for Library Funds
Memorandum of Agreement closing of Trustee's Accounts
PSAP Contract
Appointment of Warden for Nov 6, 2007 Election
CEO Update

ADJOURN:

Chet moved Board to adjourn, Second by Steve, 5-0 vote yes at 8:40 P.M.

Respectfully submitted,

Holly Stebbins
Deputy Town Clerk

AGENDA

ITEM

5.b.

Town of Clinton
27 Baker Street
426-8511 phone Clinton, ME 04927 426-8323 fax

2nd Draft (underlines are additions)

LIBRARY TRUST FUNDS USE, REQUEST, & PAYMENT PROTOCOL AGREEMENT

TRUST FUND DESCRIPTION

There are two Library Trust Funds, under the control of the Town of Clinton Board of Selectmen pursuant to M.R.S.A. Title 30-A § 5802 as follows:

- Town of Clinton Brown Memorial Library Trust Fund
- Town of Clinton Hazel Gibson Gift Trust Fund

TOWN OF CLINTON BROWN MEMORIAL LIBRARY TRUST FUND

This Trust Fund is deposited with Bancnorth Investment Group, Inc. ("Bancnorth").

The Trustees of the Town of Clinton Brown Memorial Library Trust Fund are the Town of Clinton Board of Selectmen ("Board of Selectmen") pursuant M.R.S.A. Title 30-A § 5802.

The Trust Fund is to be used for Library Repair or Renovation.

Board of Selectmen Library Reserve Fund Resolution dated September 9, 2003 establishes that the transfer of 7% per annum from the Trust Fund on July 1st each year by Journal Entries and to create a new fund balance account in the existing Fund #3 – Trust Fund for Library Repair and Renovation. The Money remains invested with "Bancnorth" to maximize interest. Fund #3-755-01 Trust Fund is an accounting mechanism within the Town's Trio Accounting System to account for what the balance is available each year for Library Repair and Renovation. Any approved distribution of funds by the "Board of Selectmen", acting with the recommendation of the Brown Memorial Library Trustees, would be requested for payment through the Investment Advisor at "Bancnorth".

The Library Board of Trustees responsibilities are as follows:

- Determine needs for Library Building Repair and Renovation.
- Develop a proposed schedule for Repair and Renovation and cost.
- Develop written specifications for specific Repair and Renovation project, based on available of funds.

- Submit recommended written specifications for Repair and Renovation project to the "Board of Selectmen"

The "Board of Selectmen" responsibilities are as follows:

- Review and approve recommended written specifications for Repair and Renovation project submitted by the Brown Memorial Library Trustees.
- If project exceeds $5,000, then the "Board of Selectmen' will regulate the issuance of bids and the award and signing of a contract.
- If the project is $5,000 or less, then the Town of Clinton Purchasing Policy will be followed.
- "Board of Selectmen", acting with the recommendation of the Brown Memorial Library Trustees, authorize all requests for funds to be disbursed from "Bancnorth" and the Town Treasurer provides all written and verbal instructions to "Bancnorth".

TOWN OF CLINTON HAZEL GIBSON GIFT TRUST FUND

The Trust Fund is deposited in a Library Certificate of Deposit (CD) Account with TD Banknorth.

The Trustees of the Town of Clinton Hazel Gibson Gift Trust Fund are the Town of Clinton Board of Selectmen ("Board of Selectmen") pursuant to M.R.S.A. Title 30-A § 5802.

The Trust is to be used for library purposes and not towards the general fund. Specifically, it was Hazel Gibson's desire that the funds be used for a children's room or children's programs in the memory of Hazel's deceased daughter, Linda D. Gibson.

The Library Board of Trustees responsibilities are as follows:

- Determine needs for children's room or children's programs.
- Develop a proposed schedule of renovation for a children's room and cost.
- Develop proposed new children's programs and cost.
- Develop written specifications for the renovation project of a children's room based on availability of funds.
- Submit recommended written specifications for the renovation project of a children's room to the "Board of Selectmen".
- Submit proposed new children's programs and cost to the "Board of Selectmen"

The "Board of Selectmen" responsibilities are as follows:

- Review and approve recommended written specifications for the renovation project of a children's room submitted by the Brown Memorial Library Trustees.

Town of Clinton
27 Baker Street
426-8511 phone Clinton, ME 04927 426-8323 fax

- If project exceeds $5,000, then the "Board of Selectmen' will regulate the issuance of bids and the award and signing of a contract.
- If the project is $5,000 or less, then the Town of Clinton Purchasing Policy will be followed.
- Review and approve proposed new children's programs and cost submitted by the Brown Memorial Library Trustees.
- "Board of Selectmen", acting with the recommendation of the Brown Memorial Library Trustees, authorize all requests for funds to be disbursed from TD Banknorth Library CD Account and authorize the Town Treasurer to provide all written and verbal instructions to TD Banknorth.

Signed and Sealed by the Town of Clinton Board of Selectmen and the Brown Memorial Library Trustees on the ninth day of October in the year 2007.

For The Board of Selectmen

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

For The Brown Memorial Library Trustees

James Turcotte

Margorie Goodwin

Rebecca Turlo

AGENDA

ITEM

5. c.

Town of Clinton
27 Baker Street
426-8511 phone Clinton, ME 04927 426-8323 fax

Second Draft
(strike through is deletion and underline is addition)

MEMORANDUM OF AGREEMENT (MOA)
Between
Board of Selectmen and Brown Memorial Library Board of Trustees

PURPOSE:

The purpose of this MOA is to resolve an on-going annual Auditing issue with the separate checking / money market accounts maintained by the Brown Memorial Library Board of Trustees under their name and their Tax Identification Number (TIN).

BROWN MEMORIAL LIBRARY BOARD OF TRUSTEES (BMLBOT) AGREE AS FOLLOWS:

- BMLBOT will close out all checking / money market or savings accounts presently held under their name and TIN number in any bank.
- The closed-out funds will be deposited into a new single account with the following titled names, TIN, and address: Town of Clinton, TIN 01-6000117, and Brown Memorial Library Board of Trustees, 25 Baker Street, Clinton, ME 04927.
- The Town Treasurer and Town Clerk, Town of Clinton will be a listed as an authorized signer along with the BMLBOT signers on the non-personal account maintenance form from the bank.
- The BMLBOT Treasurer will report to the Board of Selectmen, on a quarterly basis, the expenditure of funds (paid to, amount, purpose, BOT authorization) from the newly created account.
- The BMLBOT Treasurer will report to the Board of Selectmen, on a quarterly basis, the revenues deposited (from whom, amount, donation, gift, or bequeath) into the newly created account.
- ~~Statements of the account will be sent to the Town Office, 25 Baker Street, Clinton, ME 04927.~~

THE BOARD OF SELECTMEN (BOS) AGREE AS FOLLOWS:

- The BMLBOT is authorized to issue checks signed by one person and approved by the BMLBOT from this newly created account.
- The Town Treasurer will forward copies of statements to the BMLBOT on a monthly basis through the internal mail distribution system.

Town of Clinton
27 Baker Street
426-8511 phone Clinton, ME 04927 426-8323 fax

Sealed with the Seal of the Town of Clinton on the ninth day of October, 2007 by the Board of Selectmen and Board of Trustees of the Brown Memorial Library.

Board of Selectmen

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

Board of Trustees BML

James Turcotte

Margorie Goodwin

Rebecca Turlo

AGENDA

ITEM

5. d.

STATE OF MAINE
Department of Public Safety
Consolidated Emergency Communications Bureau
42 State House Station
Augusta, Maine
04333-0042

JOHN ELIAS BALDACCI
GOVERNOR

ANNE H. JORDAN
COMMISSIONER

September 28, 2007

Mr. James Rhodes
Town Manager
Town of Clinton
27 Baker Street
Clinton, Maine 04927

Dear Mr. Rhodes,

In response to you letter of September 26, 2007, the following information is provided:

- The new page that was sent on September 21, 2007 caused the last two lines to move to the following page, which was not printed and sent. Therefore, a new contract is enclosed to correct that situation.
- I have adjusted the payment period from 15 days to 21 days.
- I have adjusted the payment to quarterly from annually.
- The advisory subcommittee is optional in a community. It offers a community the opportunity to set up a committee among the different services in that community.
- Police has been added to Attachment A.

If you have any further questions, please feel free to contact me.

Sincerely,

Cliff Wells
Director

AGREEMENT

BETWEEN

STATE OF MAINE, DEPARTMENT OF PUBLIC SAFETY

AND

TOWN OF CLINTON

This Agreement is between the State of Maine, Department of Public Safety, with a mailing address of 104 State House Station, Augusta, Maine 04333-0104 ("Department") and the Town of Clinton, with a mailing address of 27 Baker Street, Clinton, Maine 04927 ("Town"), hereinafter referred to jointly as the "Parties".

WHEREAS, the Town has an obligation to provide Public Safety Answering Point Services; and

WHEREAS, the Town wishes to contract with the Department for the provision of PSAP Services; and

WHEREAS, the Department is willing to provide PSAP Services:

NOW THEREFORE, in consideration of the premises and the covenants set forth herein, the parties agree as follows:

1. The Department agrees to furnish to the Town all qualified personnel, facilities and materials necessary to provide Public Safety Answering Point Services as set forth in Attachment A to this Agreement ("Project"). For the purposes of this Agreement, the term "PSAP Services" means services described in rules adopted by the Maine Emergency Services Communication Bureau ("ESCB") as amended. A copy of the ESCB rules as in force on the date of this Agreement is attached hereto as Attachment "B" and is incorporated herein by reference.

2. The Department shall provide to the Town:

a. A quarterly statistical report of PSAP Services using the standard reporting tools specified by the ESCB and the Department;

b. Transcripts of 9-1-1 calls received in connection with the performance of PSAP Services under this Agreement, upon the request of the Town;

c. Copies of tapes of radio calls received in connection with the performance of services under this Agreement, upon the request of the Town (for court and investigative purposes); and

d. Copies of any notices from the ESCB that PSAP Services failed to meet the standards established by the ESCB.

3. The Town shall pay to the Department an annual fee for dispatch and PSAP Services in the amount of $8,350.00, which is payable to the Department twenty one (21) days after the Town's receipt of an invoice from the Department. The Department shall invoice the Town quarterly.

4. The term of this Agreement shall be nine (9) months commencing October 1, 2007 and ending June 30, 2008, and the above annual amount shall be pro-rated for the term of this contract. The Town may extend the term of the Agreement on the same terms and conditions for an additional twelve (12) month period by giving the Department written notice of such request sixty (60) days prior to the expiration of this Agreement. Any extension of the term of this Agreement must be approved by both parties in writing as an amendment to the Agreement and must set forth the terms and conditions of such extension, including, but not limited to, without limitation any change in the annual charge for PSAP Services.

5. This Agreement may be terminated by either party for convenience by notifying the other party in writing of the termination six (6) months prior to the date of

termination. In the event of such termination, the Parties agree to work together to ensure continuation of PSAP Services.

6. The Department and the Town shall each appoint a Project Administrator.

7. The Parties shall comply with all applicable state and federal laws, rules and regulations in performance under this Agreement.

8. The Department shall maintain all books, documents, records and other materials, in whatever form, pertaining to this Agreement and retain such books, documents, records and other materials during the term of this Agreement and for such period of time as required by the Maine Archivist and the accounting and auditing practices of the State of Maine. The Department shall make the books, documents, records and other materials available for inspecting and copying in accordance with the provisions of the Maine Freedom of Access Act.

9. This Agreement shall be governed by the laws of the State of Maine.

10. The Town may request changes in the work ("Change Request") to be performed by the Department. A Change Request shall be in writing and submitted to the Department's Project Administrator. Within fifteen (15) days of receipt of a Change Request, the Department shall provide to the Town's Project Administrator a written statement indicating whether the Change Request has a price or schedule impact. If there is a price or schedule impact, the statement shall include a description of the estimated price increase or decrease and any impact on schedule. In the event the Parties agree to the Change Request, they shall attempt to negotiate in good faith the terms and conditions for implementation of the Change Request. A Change request shall not be effective unless memorialized in writing and signed by both Parties.

11. The Town's Project Administrator shall have responsibility for coordinating the performance of PSAP Services by the Department, including, but not limited to:

a. Reviewing written planning documents prepared by the Department;

b. Being available to the Department Project Administrator during normal business hours for consultation and decision making;

c. Forming a PSAP Advisory Sub-Committee ("Advisory Sub-Committee") that will be responsible for providing advice to the Maine Communications Policy Board regarding PSAP Services (optional); and

d. Scheduling and attending regular meetings of the Advisory Sub-Committee.

12. The Department's Project Administrator shall have responsibility for coordinating the performance of PSAP Services with the Town, including, but not limited to:

a. Preparing written planning documents that set forth PSAP Services tasks in detail;

b. Being available to the Town Project Administrator during normal business hours for consultation and decision making;

c. Attending meetings of the Advisory Sub-Committee if formed;

d. Supervising Department personnel involved in providing PSAP Services; and

e. Ensuring that PSAP Services are performed in accordance with ESCB and Department standards.

13. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of

federal and State law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of PSAP Services. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this Section 13 shall prohibit disclosure of public records or other information by either party when such disclosure is permitted by Maine's Freedom of Access law, 1MRSA sec. 401 *et seq*. or by court order. Responses to requests for public records related to this contract shall be made jointly and cooperatively by the Parties. The terms of this Section 13 shall survive the expiration or termination of this Agreement.

14. In the event of any dispute arising during the term of this Agreement concerning performance of the work under the Agreement, either party shall serve notice of such dispute on the other party and the Commissioner of Public Safety. The Commissioner shall decide the dispute, reduce the decision to writing and serve a copy on both parties. The Commissioner's decision shall be final, unless either party seeks relief under applicable law.

15. The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement

shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

16. The Department shall have the right to terminate this Agreement in the event of a material breach or default by the Town of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the Town of written notice of such breach from the Department. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the Town shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the Town has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

17. The Town shall have the right to terminate this Agreement in the event of a material breach or default by the Department of its obligations hereunder that is not cured within thirty (30) days from the date of receipt by the Department of written notice of such breach from the Town. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the Department shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the Department has exercised reasonable efforts and taken appropriate actions to begin cure of the breach or default within the initial thirty (30) day cure period.

18. This Agreement is subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations. In the event insufficient funds are appropriated to fund this Agreement, or if funds are de-appropriated, the Town shall immediately notify the Department of such action. The failure of the Town to meet its obligations under this Agreement as a result of insufficient funding may be deemed by the Department as a breach of this Agreement.

19. The Department shall be excused from its performance obligations under this Agreement if the Department's provision of PSAP services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, the Department.

20. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

21. This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein. This Agreement may not be amended except upon the express written agreement of the Department and the Town.

22. In the event of any litigation between the Parities with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.

WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Dated: _____

DEPARTMENT OF PUBLIC SAFETY

_____

By: _____

Title: _____

Dated: _____

TOWN OF CLINTON

_____

By: _____

Title: _____

ATTACHMENT "A"

SPECIFICATIONS OF SERVICES TO BE PERFORMED

The Department agrees to provide the Town with Emergency Communication services for appropriate service providers. These include, but are not limited to, Police, Fire, Rescue and Animal Control.

A. Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.

B. Provide call answering, which shall include but not be limited to all emergency and non-emergency calls for service.

C. Provide dispatching service, which shall include but not be limited to dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all on-going incidents, as well as coordination of all support services as deemed appropriate by the Incident Commander and/or authorized agency personnel.

D. Ensure that all the calls for service are dispatched to the appropriate service providers for the Town.

E. Provide all services in the most cost effective and efficient manner possible.

65 PUBLIC UTILITY COMMISSION

625 EMERGENCY SERVICES COMMUNICATIONS BUREAU

Chapter 1: STANDARDS FOR ESTABLISHING A STATEWIDE ENHANCED 9-1-1 SYSTEM

SUMMARY: This chapter outlines the standards, specifications, and procedures to establish a statewide Enhanced 9-1-1 system pursuant to 25 MRSA § 2926.

§1. Definitions.

1. **Automatic Location Identification (ALI):** A system capability that enables an automatic display of information defining the geographical location (e.g., a street address) of the telephone used to place a 9-1-1 call.

2. **Automatic Number Identification (ANI):** A system capability that enables the automatic display of the seven-digit number of the telephone access line used to place a 9-1-1 call.

3. **Central Office (or End Office):** A facility in which customer lines are joined to switching equipment that routes local and long distance voice and data transmissions to other customer lines, or to trunks connected to other switches.

4. **Computer-linked Communication Center (CLCC):** A facility equipped, at an agency's own expense, with ALI/ANI display and print out capability. It receives a 9-1-1 call only when it is transferred from a PSAP and dispatches emergency services to the caller.

5. **Continuous Logging Recorder:** A device that records both sides of a conversation on each incoming 9-1-1 call and contemporaneously documents the year, date and time of each recorded event.

6. **Emergency Services Communication Bureau (Bureau):** The state agency authorized by the Maine Legislature to develop, establish, and manage the statewide Enhanced 9--1-1 system in Maine.

7. **Emergency Service Zone (ESZ):** A defined geographical territory consisting of a specific combination of law enforcement, fire, and emergency medical service coverage areas.

8. **Enhanced 9-1-1 (E-9-1-1) Service:** An emergency telecommunications service that automatically displays a caller's location and telephone number on a screen at a call answering center. This service uses the caller's location, not telephone exchange, to direct a call to the appropriate call answering center.

9. **Forced Disconnect:** A telephone feature that allows a PSAP to break or disconnect a telephone connection and avoid caller jamming of 9-1-1 lines.

10. **Foreign Exchange:** A service that provides local service from a central office that is outside the customer's local calling area.

11. **Host-Remote:** The relationship between conventional central office switching equipment and a Remote Switching Unit (RSU) in another facility which usually has limited capability and may not be able to function independently if connecting links from the host office are interrupted.

12. **Host Switch:** A high-capacity switching system that provides, via interoffice trunks, control functions and services to one or more distant, lower capacity switches (remote switches).

13. **Instant Playback Recorder:** A device that allows for the instant playback of the audio portion of the last 9-1-1 call.

14. **Master Street Address Guide (MSAG):** The computerized geographical file that consists of all roads and address ranges within the E-9-1-1 system area. This database is the key to the selective routing capability of E-9-1-1 calls and requires constant updating after the initial file is established.

15. **Public Safety Answering Point (PSAP):** A facility equipped to receive ANI/ALI and assigned the responsibility of initially receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services or transferring the calls to other public or private safety agencies for dispatch.

16. **Remote Switch:** A switching system located at a distance from its host switch. If the Host-Remote connection is severed, the remote switch can only switch calls between customer lines directly connected to it, and cannot provide functions and services that are delivered from the host switch.

17. **Service Provider(s):** The vendor or vendors selected by the Emergency Services Communication Bureau to provide the network, routing capabilities, databases, and equipment necessary to operate a statewide E-9-1-1 system.

18. **Tandem Switch:** A switching system that routes voice and data transmissions between central offices and between central offices and interexchange

carriers' points of presence (POPs). No customer lines, switched or private (dedicated), are connected to a tandem switch, only trunks from other central offices and POPs.

19. **TDD:** A telecommunications device for the deaf that permits typed telephone conversations with or between deaf, hard of hearing, or speech impaired people.

20. **Uninterruptible Power Supply (UPS):** A device designed to provide a continuing source of power without regard to the interruption or loss of commercial power.

§2. Network design specifications.

1. Central Office.

A. **Modification of central offices.** E-9-1-1 modifications in central offices should be coordinated with general central office upgrades where practical and where such coordination does not significantly effect E-9-1-1 system implementation or operation. In designing and scheduling central office upgrades, telephone companies shall: (1) consider the goal of performance and reliability of the E-9-1-1 system of utmost importance, (2) take E-9-1-1 growth in Maine into consideration, and (3) reduce as much as possible the cost of providing voice and data switching and transmission services to the E-9-1-1 system.

B. **Network upgrade schedules.** Telephone companies shall provide notice to the Bureau of central office upgrades that could affect E-9-1-1 service or performance.

C. **Host-Remote central offices.** In host-remote central office arrangements, telephone companies shall, where feasible, provide emergency re-route solutions for any potential central office failure.

D. **9-1-1 digit recognition.** Provisions in the network shall ensure that only calls in which all three digits (9-1-1) are dialed shall enter the 9-1-1 system. The network shall also prevent large dialing sequences which contain the subsequence 9-1-1 from entering the 9-1-1 system.

E. **Foreign exchange service.** Telephone companies shall allow access to 9-1-1 from intrastate foreign exchanges. The network shall route the 9-1-1 call to the PSAP serving the caller's location.

F. **Forced disconnect.** The E-9-1-1 system shall be engineered to allow for forced disconnect of 9-1-1 calls placed to all PSAPs to prevent blockage of 9-1-1 lines.

G. **Coin-free dialing.** Each telephone company owner of a coin telephone in Maine shall convert all their coin or coinless telephones to dial-tone-first

capability to allow 9-1-1 calls to be made without first inserting a coin or paying any other charge.

2. Network Trunking.

A. Grade of service. The number of incoming E-9-1-1 trunk lines to each PSAP shall be based upon a grade of service of P.01. A P.01 grade of service means that not more than one 9-1-1 call in 100 will receive a busy signal during the average busiest hour. The size of the served population and the 9-1-1 call volumes experienced by a PSAP will determine actual trunking levels. The Service Provider shall submit network performance reports to the Bureau annually, based upon Bureau requirements.

B. Minimum trunking requirements. There shall be a minimum of two dedicated incoming 9-1-1 trunks at each PSAP. The Service Provider, in cooperation with the Bureau and PSAPs, shall conduct a telephone traffic study of all existing basic 9-1-1 and seven-digit emergency numbers to assist in determining the proper amount of E-9-1-1 trunks. The Service Provider shall also be responsible for designing the network of the E-9-1-1 system to ensure that the network is adequately trunked to achieve P.01 grade of service on an incoming and transfer basis.

C. System routing diversification. The Service Provider shall ensure that the routing of 9-1-1 calls through the network and ALI information through the data link network shall be diversified as much as possible.

D. Default and alternate routing. The Service Provider, in cooperation with the Bureau, shall design the E-9-1-1 network to allow for default and alternate routing capabilities.

3. Ensuring system reliability.

A. Network protection. To prevent the widespread loss of E-9-1-1 service, the Service Provider shall work towards eliminating any single point of failure that could compromise the reliability of the network. The Service Provider shall endeavor to maintain E-9-1-1 network integrity, minimize the probability of system degradation and failure, and minimize the negative effects of degradation or failure should it occur.

B. Contingency re-route. The Service Provider, in conjunction with the Bureau, shall work towards ensuring network integrity to minimize the probability of E-9-1-1 system failure and providing options for restoring E-9-1-1 service in the event of interruption.

§3. Minimum Public Safety Answering Point requirements.

1. Call answering and call transfer performance standards.

A. Call answering. Ninety percent of all 9-1-1 calls received by a PSAP shall be answered in 10 seconds or less.

B. Call transfer. Ninety percent of all transfers from a PSAP to dispatching centers shall be initiated within 15 seconds from receipt of call.

2. Administration.

A. PSAP Coordinator. Each PSAP shall designate an individual to serve as its PSAP Coordinator for all issues involving E-9-1-1 service and the Bureau.

B. Call handling procedures. Each PSAP shall work with the public safety providers served by the PSAP to establish call handling procedures. Each PSAP shall review these procedures regularly with the Bureau.

C. Back-up arrangements. Each PSAP shall have written backup arrangements in place, for both its primary and secondary backup PSAP sites, in the event that its dispatch capability is compromised and its calls must be rerouted and handled by either one of these sites.

D. 24-hour operation and staffing. Each PSAP shall operate and have call answering staff on duty 24 hours per day, seven days per week.

E. Discrepancies. Each PSAP shall constantly compare the ALI information from the database with information supplied by the caller to identify discrepancies. Errors shall be documented and forwarded to the Bureau for correction in a manner prescribed by the Bureau.

F. Seven-digit telephone numbers. Each PSAP shall maintain, at its own expense, at least one unpublished telephone number to allow for administrative purposes associated with the PSAP. Each PSAP shall also maintain, at Bureau expense, one seven-digit emergency telephone number to be published in the white pages of the telephone book as a backup to dialing 9-1-1. This number will also be used for the receipt of incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements.

G. PSAP security. All access to a PSAP shall be secured to prevent entry by the public or unauthorized persons.

H. Data security.

(1) Caller information provided during a 9-1-1 call shall be used only for the purpose of processing an emergency call and subject to existing statutory limitations on such information.

(2) The Bureau shall establish personnel security clearance standards for PSAPs to protect the confidentiality of ANI and ALI data. These criteria may include:

(a) A state and national III record check by fingerprint identification.

(b) A review of state and national arrest and fugitive files.

(c) Disqualification for PSAP employment if any criminal record, employment history, or character issue so warrants.

(3) The physical layout of a PSAP shall insure that no unauthorized individual is able to view ANI/ALI information.

I. Records retention. All voice and TDD recordings of incoming 9-1-1 calls shall be retained for a minimum of 30 days. It is recommended that such materials be retained for a minimum of 60 days.

3. Training. Within 90 days of assignment, all call answering personnel shall be trained at Bureau expense in the following areas:

A. Training on the proper operation of Bureau-provided PSAP equipment.

B. Training on the proper handling of incoming 9-1-1 emergency calls.

4. Equipment.

A. Telephone equipment. Each PSAP shall have telephone equipment that ensures system and functional compatibility with the network. All telephone equipment shall have the following features:

(1) **Barge-in capability:** To allow a PSAP operator to enter a call without the original call taker having to do anything.

(2) **Monitoring capability:** To provide for the monitoring of incoming emergency calls for supervisory and training purposes.

B. Continuous logging equipment. Each PSAP shall provide and run continuously a logging recorder that will record both sides of a conversation on each incoming 9-1-1 call, and contemporaneously document the year, date and time of each recorded event.

C. Instant playback recorders. Each PSAP shall provide and run an instant playback voice recorder capable of recording the voice conversations for each answering position.

5. Facilities.

A. Emergency power provision. Each PSAP shall have an emergency power generator capable of providing for the essential power requirements of the facility to ensure continuous operation for a minimum of twenty-four hours during commercial power outages. Sufficient fuel should be available for 12 hours operation at

full load, at any time, on two hours notice. If a source of supply is not reliable or readily available, or if special arrangements must be made for refueling as necessary, a supply sufficient for 24 hours operation at full load shall be maintained. (NFPA 1221)

B. Uninterruptible power supply. Each PSAP shall provide uninterruptible power supply (UPS) capability on all critical pieces of the system, particularly the telephone system itself. (The Bureau shall provide UPS on all Bureau-provided 9-1-1 equipment.) UPS equipment will ensure that emergency calls in progress and subsequent calls will not be interrupted during commercial power fluctuations and outages. The UPS shall supply uninterruptible power for a minimum of 30 minutes to allow for manual or automatic transfer from the public service AC power to localized auxiliary AC power.

6. Standards for Computer-linked Communication Centers.

A. Computer-linked Communication Center. A Computer-linked Communication Center (CLCC) shall receive the same caller name, number, and emergency service provider information received at the PSAP as the call is transferred from the PSAP to the CLCC. A CLCC will directly dispatch the appropriate service based on the needs of the caller.

B. CLCC operating standards.

(1) **Training.** Call answering personnel shall be trained at CLCC expense in the following areas:

(a) Training on the proper operation of PSAP equipment purchased at CLCC expense.

(b) Training on the proper handling of incoming 9-1-1 emergency calls.

(2) **Data security.** Each CLCC shall provide protection and confidentiality for ANI and ALI data as described under Subsection 2, Paragraphs G and H of this section.

(3) **Records Retention.** All voice recordings and TDD records of incoming 9-1-1 calls shall be retained for a minimum of 30 days. It is recommended that such materials be retained for a minimum of 60 days.

§4. Public Safety Answering Point Sites.

1. Compliance. Public Safety Answering Point sites shall comply with the PSAP standards set forth in Section 3, Subsections 1 through 5.

2. PSAP Sites.

A. **Minimum PSAP Designation**. There may be at least one PSAP designated in each County.

B. **Total Number of PSAPs.** As of October 15, 2007, the Bureau will support with funds collected by the surcharge authorized in 25 M.R.S.A. § 2927, no more than the following number of PSAPs: 5 in Cumberland County; 3 in York County; 2 in Androscoggin County; 2 in Penobscot County; and 1 each in all other counties in the State. The State Police PSAPs in Gray and Orono shall not be included in these limits.

C. **Consolidation.**

(1) **Ten calls or Less.** Any municipal PSAP existing as of July 1, 2005 that answered on average less than 10 calls per day for the time period January 1, 2004 – December 31, 2004 must file a plan with the ESCB no later than July 1, 2006 describing how it plans to consolidate with another entity taking greater than 10 calls per day, no later than October 15, 2007, unless it chooses the option in Section 4.2.D.

(2) **Consolidation in Androscoggin, Cumberland, Hancock, Kennebec, and York Counties.** For those counties in which PSAPs must be consolidated to reach the limits specified in section 4(2)(B) of this rule (Androscoggin, Cumberland, Hancock, Kennebec, and York), plans shall be submitted to the ESCB no later than July 1, 2006 reflecting agreements that have been reached to bring about that consolidation.

(3) **State Police Consolidation.** The State Police shall file a report no later than July 1, 2006 reflecting agreements that it has reached for consolidating its PSAPs.

(4) **Use of Consolidation Savings.** The Bureau may dedicate up to 25% of the funds saved from eliminating PSAPs, for use by any PSAP consolidating PSAP and dispatch functions for improved interoperability.

(5) **Implementation.** The Bureau shall accept any consolidation plans meeting the requirements stated in C (1-3) above. If plans meeting these requirements are not submitted, the Bureau shall determine which PSAPs will continue to receive financial support from the 911 surcharge funds.

D. **Locally-funded PSAPs.** Any PSAP receiving fewer than 10 calls per day as described in Section 4.2.C (1) or a PSAP no longer receiving surcharge funding as described in 4.2.C (5), may continue to act as a PSAP if it reimburses ESCB all costs associated with PSAP status. Such election must be made no later than July 1, 2006, with reimbursement to begin October 15, 2007.

§5. Technology for system network, Public Safety Answering Point equipment, and database requirements.

1. **Technology for system network.** The technology for the system network shall include the features of redundancy, fault tolerance, diversity of facilities to the maximum extent practical, and other features as defined in Section 2.

2. **Public Safety Answering Point equipment.** The Bureau shall provide each PSAP with the following at no charge:

A. **Equipment.**

(1) Automatic telephone number identification (ANI) display capability.

(2) Automatic location identification (ALI) display capability.

(3) Call detail information reporting capable of identifying, at a minimum, the caller's ANI, the trunk number to the PSAP, the call taker position at the PSAP, the time the call is answered, transferred or terminated, and the duration of the call.

(4) Call record management system.

(5) Printer for call detail information.

(6) 30-minute uninterruptible power supply (UPS) on Bureau-provided equipment.

(7) TDD communications capability with record printout.

B. **Interface capabilities.** Essential Bureau-provided equipment shall have the capability to interface with existing call logging and instant playback recording devices.

C. **Maintenance.** The Bureau shall provide ongoing maintenance on all Bureau-provided equipment.

3. **Database requirements.** The database shall be constructed to be redundant and fault tolerant and shall include safeguards to insure the security of the data.

§6. Procedures for developing and maintaining address and routing databases.

1. **Address and Routing Database Development.**

A. **Physical addresses.** Each municipality participating in the E-9-1-1 system shall provide the Bureau with a list of accurate physical addresses for all published residential and business telephone subscribers and coin-telephones within its municipal boundaries. These addresses shall be linked with corresponding telephone numbers in telephone companies' customer service databases.

B. Master Street Address Guide. Each municipality participating in the E-9-1-1 system shall provide the Bureau with accurate road names, number ranges, and emergency service zones (ESZ) for the purpose of creating the Master Street Address Guide (MSAG). The MSAG shall be used to route 9-1-1 calls to the proper PSAP and display the correct ANI/ALI information.

2. Address and routing database maintenance.

A. Municipal maintenance. After establishment of the MSAG, each municipality participating in the E-9-1-1 system shall continue to verify the accuracy of the routing information contained in the MSAG and to advise the Bureau, on an as-occurred basis, of any changes in road names, the establishment of new roads, changes in address numbers used on existing roads, closing and abandonment of roads, changes in police, fire, emergency medical service or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new communities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.

B. Routing database maintenance. The Service Provider shall make every reasonable effort to update the MSAG and routing databases on a daily basis so that the number of records "not found" shall not exceed one percent of the total number of database lookups per quarter.

§7. Procedures for cooperation and coordination with telephone utilities and municipalities for implementation.

1. Municipal Coordinator. Each municipality participating in the E-9-1-1 system shall designate an individual to serve as their Municipal Coordinator for all issues involving the development and maintenance of address information for the E-9-1-1 addressing and routing databases.

2. Database maintenance. Each Municipal Coordinator shall notify the Bureau and Service Provider of any changes, deletions and additions to the MSAG on an as-occurred basis. The Service Provider shall update the MSAG within 24 hours of notification by a municipality. Each municipality shall review the MSAG yearly, at a minimum, to ensure accuracy of the data and the emergency service zones.

3. Discrepancy reporting. Telephone companies and the Service Provider shall work with the Bureau to develop a format for PSAPs to report inaccuracies of ALI information and the misrouting of 9-1-1 calls. The format shall allow for a description of the problem, appropriate corrective action or information, and proper verification by the appropriate PSAP Coordinator.

4. Trouble reporting. Each PSAP call taker shall fill out a trouble report when a call is found to have erroneous database information. The information shall be forwarded through the PSAP Coordinator to the Bureau, the Service Provider, and the telephone companies in a format established by the Bureau.

EFFECTIVE DATE -- DEPARTMENT OF PUBLIC SAFETY, EMERGENCY SERVICES COMMUNICATION BUREAU, 16-574 CMR c.1:

December 24, 1995 - filing 95-498

EFFECTIVE DATE (ELECTRONIC CONVERSION):

May 15, 1996

NON-SUBSTANTIVE CHANGES:

July 29, 1996 - §2(G) - removal of "the" before the word "Maine" as approved by the agency.

January 28, 1999 - converted to Microsoft Word.

MOVED TO PUBLIC UTILITIES COMMISSION, 65-407:

September 13, 2003 - authorized by P.L. 2003 c.359

ADJUSTED TO 65-625 (NEW UNIT NUMBER ASSIGNED BY BUREAU OF THE BUDGET):

September 16, 2003

AMENDED:

May 28, 2005 – Section 4, filing 2005-182

AGENDA

ITEM

5. e.

CERTIFICATE OF APPOINTMENT
(Title 30, M.R.S.A. 2253)

Selectmen's Office

MUNICIPALITY OF CLINTON

October 9, A.D. 2007

To Holly Stebbins of Somerset County and the State of Maine: There being a vacancy in the position of Referendum Election Warden, the Selectmen of the Municipality of Clinton do, in accordance with the provisions of the law of the State of Maine, hereby appoint you as a Referendum Election Warden within and for the Municipality of Clinton, such appointment to be effective from November 6, 2007 until November 7, 2007.

Given under our hand this 9th day of October, 2007.

By The Board of Selectmen of Clinton, Maine

_____ _____

_____ _____

_____

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Holly Stebbins who has been duly appointed by the Selectmen as a Referendum Election Warden in said Municipality, and took the oath necessary to qualify her to discharge said duties for the term specified above according to law. Before me,

_____ Municipal Clerk

This Certificate and the Certificate of Oath shall be returned to the Municipal Clerk for filing.

TOWN OF CLINTON

To: Clinton Board of Selectmen
From: Pam Violette, Town Clerk
Re: Warden Appointment
Date: September 21, 2007

I would like to appoint Holly Stebbins to serve as Warden for the November 6, 2007 Referendum Election and request your approval.

AGENDA

ITEM

5. f.

GENERAL ASSISTANCE ORDINANCE APPENDICES A-C AND F 2007-2008

The Municipality of Clinton adopts the MMA Model Ordinance GA Appendices (A-C) for the period of Oct. 1, 2007—Oct. 1, 2008, as well as Appendix F (Maximum for Personal Care & Household Supples), as revised September 2007. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month)_____ (year) by the municipal officers:

(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)
(Print Name)	(Signature)

GA MAXIMUMS SUMMARY SHEET
(Oct. 1, 2007-Oct. 1, 2008)

APPENDIX A
OVERALL MAXIMUMS

County	Persons in Household					
	1	2	3	4	5	6
Kennebec County	465	558	694	947	1012	1087

NOTE: For each additional person add $75 per month.

(The applicable figures from Appendix A, *once adopted,* should be inserted here.)

APPENDIX B
FOOD MAXIMUMS

Number in Household	Weekly Maximum	Monthly Maximum
1	37.67	162
2	69.30	298
3	99.07	426
4	126.05	542
5	149.53	643
6	179.53	772
7	198.37	853
8	226.74	975

NOTE: For each additional person add $122 per month.

APPENDIX C
HOUSING MAXIMUMS

Kennebec County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	72	311	85	365
1	84	363	101	434
2	102	438	125	538
3	145	623	174	747
4	145	623	180	776

4

(The applicable figures from Appendix C, *once adopted*, should be inserted here.)

FOR MUNICIPAL USE ONLY

MMA
09/07

PERSONAL CARE & HOUSEHOLD SUPPLIES
(Appendix F, as Revised 09/2007)

Number in Household	Weekly Amount	Monthly Amount
1-2	$10.50	$45.00
3-4	$11.60	$50.00
5-6	$12.80	$55.00
7-8	$14.00	$60.00

NOTE: For each additional person add $1.25 per week or $5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	$12.80	$55.00
2	$17.40	$75.00
3	$23.30	$100.00
4	$27.90	$120.00

FOR MUNICIPAL USE ONLY

AGENDA

ITEM

5. g.

Town of Clinton
27 Baker Street
426-8511 phone Clinton, ME 04927 426-8323 fax

BOARD OF SELECTMEN
AUTHORIZATION TO PROSECUTE

The Board of Selectmen of Clinton, Maine, authorize Code Enforcement Officer Robert Sharkey to pursue and prosecute Land Use Violations as an action in Waterville District Court, under Rule 80K of the Maine Rules of Civil Procedure, to enforce the law and collect fines from the following individual violator:

Charles McIntyre
1167 Main Street
Map 17 Lot 82
Clinton, ME 04927

Sealed and Dated this 9th day of October, 2007 By Clinton Board of Selectmen.

_____
Jeffrey Towne, Chairman

_____
Stephen Hatch

_____
Randy Clark

_____
Chester Nutting

_____
Joe Massey

THE TOWN OF CLINTON
INCORPORATED
FEB 27, 1798
MAINE