

AGENDA

ITEM

5. i.

GUARANTEED ANNUAL TONNAGE (GAT) TRADING REQUEST APPLICATION

In recognition of our rights as Amending Charter Municipalities under the Second, Amended, Restated and Extended Waste Disposal Agreements, and the Charter Municipality Waste Disposal Agreements

We, Town of CLINTON, MAINE elect to participate in the GAT trading
(MRC Member Community)

period announced by MRC and hereby notify the MRC of this request to change our effective GAT of 2,500, set forth in Schedule B of the existing agreement as of January 1, 2007, and (check one) [] increase or [X] decrease our GAT to be 2,350.

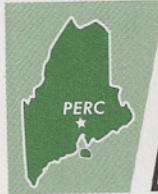
We understand that this request to change GAT is subject to MRC Board of Directors approval and the MRC GAT Trading Policy. We also recognize, in order to accommodate the objectives of and work within the limits of GAT trading, that MRC may request that we voluntarily adjust the amount of increase or decrease requested by us. Furthermore, we recognize that with or without voluntary adjustment and despite everyone's best efforts, some or all of our request may not be attainable through this application.

Authorized Municipal Official

MAY 8, 2007
Date

SUBMITTAL DEADLINE IS JULY 2, 2007

NOTE: *If all or part of your request accounts for an actual or significant foreseeable increase or decrease in tonnage (e.g., economic expansion/business start up, or economic downturn such as plant closing), please attach a narrative explanation.*



To: MRC Member Communities
From: Greg Louder
Date: April 18, 2007
Subject: Notice of Guaranteed Annual Tonnage (GAT) Trading Period

The MRC Board of Directors is pleased to announce a Guaranteed Annual Tonnage (GAT) Trading Period beginning April 20, 2007 and closing on August 1, 2007. The MRC currently administers a GAT Trading Period on an annual basis.

Why trade GAT?

A municipality's GAT should be approximate to actual deliveries. By Decreasing GAT, your community can reduce the risk of penalties resulting from a shortfall of actual annual deliveries below GAT. By Increasing GAT, your community can ensure its current and future plant capacity share needs at PERC are secured. Enclosed are a GAT Trade Request Application (blue form), a spreadsheet detailing actual waste deliveries data from 1991 through 2006 by member, and a copy of effective member GAT's as of January 1, 2007.

To take advantage of GAT Trading, your action is needed

The GAT Trading Period will be open for the period of April 20, 2006 through August 1, 2006. However, the enclosed blue GAT Trade Request form needs to be forwarded to MRC by the **Application Deadline of July 2, 2007**. The GAT Trade Request Application may be submitted by the municipal official(s), or their authorized designees, authorized to sign the Second Amended, Restated and Extended Waste Disposal Agreements or Charter Municipality Waste Disposal Agreements (the Agreements). In accordance with Articles V (E) and (F) of the Agreements, it is expected that PERC would accept and approve the petitioned GAT changes approved by MRC to be effective January 1, 2008. PERC would effect the change by forwarding a revised replacement copy of Schedule B of the Agreements to all Charter Municipalities.

MRC representatives are available to discuss GAT trading

Local knowledge of community trends and conditions is required to determine whether a GAT adjustment is in your community's interest. MRC would be pleased to discuss community trends and conditions with you to determine the best GAT adjustment figure for your community.

Feel free to call Greg Louder at 800-339-6389 or 942-6389 to discuss GAT trading.

SCHEDULE B

Charter Municipalities and Reference GATs

Revised Effective January 1, 2007

<u>Charter Municipality</u>	<u>Reference GAT</u>
Abbot *	170
Albion	1,100
Alton	375
Atkinson	110
Baileyville (Alexander, Crawford, Talmadge, Grand Lake Stream, Topsfield, Baring, Waite)	1,200
Bancroft *	22
Bangor	33,500
Bar Harbor	5,000
Belfast *	850
Blue Hill/ Surry (Brooksville, Brooklin, Sedgwick)	4,000
Boothbay Reg. (Boothbay, Boothbay Harbor, Edgecomb, Southport)	4,500
Bowerbank	34
Bradley	475
Brewer	7,400
Brooks	325
Brownville	675
Bucksport	2,350
Burnham	500
Carmel	1,000
Castine *	270
Central Penobscot (Bradford, Charleston, Corinth)	2,500
Cherryfield * (Deblois, Beddington)	550
Chester *	220
China	1,900
Clifton	400
Clinton	2,500
Cranberry Isle *	130
Dedham	400
Dixmont *	150
Dover-Foxcroft	2,400
Drew Plantation *	17
East Millinocket *	800
Eddington	850
Edinburg *	38
Enfield	700
Etna *	240
Fairfield	3,000
Franklin *	325
Freedom *	250

Amending Charter Municipality Tonnage Data, 1991 to 2006

New Charter Tonnage Data, 2000 to 2005

Charter Municipality	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995
Albion	1157.73	1242.08	1188.8	1201.08	1157.16	934.38	857.5	860.33	832.14	736.31	766.11	674.96
Alton	365.30	356.25	353.39	351.62	340.36	311.13	324.65	337.33	381.69	337.81		
Atkinson	144.30	140.44	135.22	128.74	120.86	109.51	110.15	112.09	104.24	99.65	86.98	84.86
Baileyville	3136.67	2735.15	2126.93	2027.42	1167.4	1306.91	1285.37	1611	1976.75	1828.33	1779.10	2872.73
Bangor	33962.87	34135.87	32707.83	32528.09	31060	28370.95	29787.24	29977.48	29706.68	27588.05	27791.22	27259.47
Bar Harbor	4800.05	4881.04	5005.27	5207.22	5266.35	5579.89	3852.89					
Blue Hill/Surry	4297.77	4326.56	4235.7	4256.18	4064.04	3968.38	3863.92	3579.06	3351.46	3128.09	3145.73	3063.49
Boothbay RRDD	5431.20	5466.9	5315.97	5340.34	5115.11	4907.18	5058.71	5191.25	5006.62	4814.51	4669.80	4621.84
Bradley	547.56	524.81	493.49	492.37	481.5	483.83	494.67	462.77	452.72	414.61	416.17	444.74
Brewer	6922.28	7375.26	7259.84	8134.82	8055.75	6684.72	8077.89	8925.53	8800.43	8898.08	8237.09	8034.87
Brooks	466.77	412.77	340.61	231.72	193.22	190.78	225.39	249.43	285.39	251.14	227.91	236.14
Brownville	796.31	811.08	796.1	802.93	774.92	771.29	994.11	822.39	810.15	715.70	746.29	747.94
Bucksport	1979.18	1983.85	2149.8	2277.75	2235.99	2497.4	2700.95	2844.17	1995.16	1919.43	1935.34	1833.41
Burnham	738.77	695.01	655.58	612.74	576.05	583.57	568.53	616.69	651.43	577.82	579.80	533.06
Carmel	1188.53	1138.58	1111.24	1128.84	1055.74	1057.14	1076.85	1085.99	1070.84	1034.58	1030.87	1011.97
Central Penobscot	2692.03	2547.49	2315.41	2295.38	2060.26	1587.39	1574.3	1503.12	1641.51	1360.48	1501.43	1513.10
China	2109.87	2152.96	2094.08	2072.14	2030.51	1981.02	2109.94	2211.74	2049.76	1677.08	1808.18	1733.41
Clifton	432.68	445.56	407.56	387.56	367.09	333.62	319.25	311.3	313.81	277.28	259.08	295.17
Clinton	2370.36	2413.53	2386.08	2670.78	2553.18	2712.15	2530.88	2559.05	3099.46	2652.18	2876.82	2617.24
Dedham	428.25	464.64	510.32	498.17	480.97	457.7	470.185	445.11	446.68	391.47	408.00	414.05
Dover-Foxcroft	2572.83	2498.2	2402.35	2293.59	2148.79	1973.92	1977.78	2007.81	1864.94	1775.99	1560.05	1529.84
Eddington	1042.65	988.12	980.32	970.68	939.87	840.98	913.41	959.03	938.32	830.69	888.05	885.48
Enfield	853.41	864.85	856.19	867.81	850.9	857.47	791.72	829.68	813.36	760.54	772.20	685.41
Fairfield	4703.27	4448.13	3279.64	3404.01	3294.71	2627.42	2640.675	477				
Glenburn	2204.89	2100.71	2013.72	2014.56	1858.03	1765.26	1766.75	1794.03	1769.67	1596.02	1659.91	1545.87
Gouldsboro	979.58	968.46	968.69	959.99	870.03	813.39	853.85	861.15	822.14	809.91	807.51	751.70
Greenbush	675.41	687.74	660.69	638.9	591.88	558.4	587.56	595.62	572.54	511.00	516.84	509.64
Guilford	1297.24	1257.3	1264.67	1278.71	1310.8	1351.94	1375.46	1470.73	1522.86	1565.80	1505.90	1428.14
Hampden	3720.12	3806.18	3787.54	3914.72	3522.37	3030.31	3339.5	3556.46	3521.43	3527.27	3373.49	3178.56
Hancock	520.67	616.86	712.05	725.31	670.95	619.78	605.2	610.63	580.51	533.30	907.52	1027.87
Hermon	3735.79	3608.16	3552.58	3502.58	3109.32	2689.97	2744.85	2969.37	2985.11	2515.26	2518.67	2865.31
Holden	1168.96	1045.92	1036.31	993.53	851.32	617.45	835.18	947.59	986.57	900.45	996.85	968.85
Jackson	165.16	197.13	224.45	102	75.29	79.52	96.59	106.96	122.37	107.60	97.73	101.25
Lamoine	609.54	586.68	757.54	731.18	646.53	645.78	573.7	575.29	557.72	522.10	506.78	465.40
Lee	396.39	387.53	386.93	389.9	361.84	406.25	434.29	487.37	493.51	418.40	438.15	400.54
Levant	972.25	943.06	942.66	922.08	890.01	897.57	851.6	844.89	814.38	832.07	822.24	754.84
Lincoln	3894.75	3920.49	3777.53	3887.37	3837.73	3626.45	3888.62	4431.65	4638.09	4251.16	4265.57	3905.37

AGENDA

ITEM

5. j.



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: May 3, 2007

RE: Completion of 2006 Hill Road Project

Pike Industries, Inc. was awarded the 2006 Paving Contract for the 0.5 mile of Hill Road Reconstruction Project and 1.0 to 2.3 miles of Overlay work. The contract was not a lump sum contract, but by a price schedule.

The attached contract represents a modification of the original contract, since Hand Work price was not included in the original contract.

Account 07-020-20 Paving Budget has been expended \$173,537.22 as of 4/25/07.

Balance remaining = \$46,462.78.

Cost of contract for Board of Selectmen approval = \$33,917.38.

Town Charter Section 2.06 (g) specifies that Board of Selectmen sign all contracts.



Pike Industries, Inc.
 95 Western Avenue
 Fairfield, Maine 04937
 Phone (207) 453-9381
 Fax (207) 453-2557

OFFICE USE ONLY	
Job#	_____
Customer #	_____
CET	_____
CETV	_____

Date: April 24, 2007

CUSTOMER INFORMATION

Name: Town of Clinton
 Address: 27 Baker Street
 Clinton, ME 04927-3551
 Contact: Clayton Pierce

PROJECT INFORMATION

Name: Hill Road Surface
 Address:
 City/State:
 Owner:

SCOPE OF WORK:

Sweep, grind butt joints, apply tack coat, shim an area approximately 100' x 24'. Pave a 1" surface course to roadway and driveway aprons. Some driveway aprons will require shim and a section of roadway.

Description	Units	Est. Qty	Unit Price	Total Price
Hand Work	Ton	37	\$150.00	\$5,550.00
Butt Joints	Ea.	14	\$90.00	\$1,260.00
HMA	Ton	478	\$56.71	\$27,107.38
				\$33,917.38

Notes

The above prices include all traffic control and flaggers.

Shim has been figured in the above quantities. However quantities may vary slightly due to the varied thicknesses required in the shim areas.

We look forward to working with you. Please call 453-9381 with any questions.

Completion Date: 2007 Construction Season Terms: Net 30 Days w/credit

Pike Industries guarantees the workmanship and quality of materials used in this project for a period of one year. Any alteration from the scope of work herein agreed upon involving extra cost of labor or material will be executed only upon written order for same and will become an extra charge over the sum mentioned in this contract. A late fee of 1 1/2% per month will be charged on all accounts over 30 days until paid. This amounts to 18% per year annualized. Additionally, if it is necessary to file suit on this account, legal fees will be the customer's responsibility. All disputes arising relative to this contract will be settled by New Hampshire law.

COD Terms: 50% payment prior to start of project, remaining balance due immediately upon completion of work.

Unless specified above, no retentions will be withheld from payments to Pike Industries.

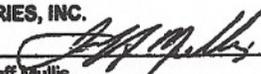
ACCEPTANCE OF CONTRACT

The foregoing terms, specifications and conditions are satisfactory and they are hereby accepted and agreed to, pending credit approval.

CUSTOMER

Signature: _____
 Name: _____
 Title: _____ Date: _____

PIKE INDUSTRIES, INC.

Signature: 
 Name: Jeff Mullis
 Title: Estimator Date: 4/24/2007

Please sign one copy and fax to 453-2557. This proposal may be withdrawn if not signed within 30 days.

AGENDA

ITEM

5. k.



SMORGON STEEL RECYCLING, INC

INDUSTRIAL METAL RECYCLING DIVISION

PO BOX 400 OAKLAND, MAINE 04963 (207)-465-2212 (fax-3512)

www.industrialmetal.net email: waynebowers@industrialmetal.net

SERVICE AGREEMENT FOR LIGHT IRON RECYCLING

Agreement made this 1st day of April, 2007 by and between Smorgon Steel Recycling, Industrial Metal Recycling Division, PO Box 400, Oakland, Maine 04963 ("Buyer"), Town of Clinton, PO Box 219, Clinton, Maine 04927 ("Seller"), and Maine Resource Recovery Association, PO Box 1838, Bangor, Maine 04402 ("MRRR").

Whereas, Seller accumulates certain light iron products ("scrap") which Seller wishes to supply to Buyer for the purpose of recycling said scrap;

Whereas, MRRR is willing to act as administrator of this agreement, and as long as MRRR in its capacity of administrator, coordinates pickups (or deliveries) of scrap, and invoices (or pays) Seller for scrap and services provided by Buyer;

Whereas, Buyer wishes to be the exclusive recipient of scrap supplied by Seller;

Whereas, in exchange for having the exclusive supply of scrap, Buyer is willing to guarantee to recycle scrap received from Seller under terms hereafter specified;

Now, therefore, Buyer agrees to recycle scrap and Seller agrees to provide scrap under the following term and conditions:

1. Seller shall accumulate light iron scrap consisting of Ferrous materials such as "white goods" (appliances), and other Ferrous materials generally of a thickness of less than 1/8 inch. For recycling purposes, steel cans ("tin cans") will be segregated from other light iron scrap.
2. Seller shall keep the scrap free from foreign materials, non metallic debris, Special or Hazardous wastes as well as:
 - A. CLOSED CONTAINERS SUCH AS BARRELS AND DRUMS; PROPANE, GASOLINE OR FUEL OIL TANKS. TANKS AND DRUMS MUST BE CUT IN HALF OR HAVE BOTH ENDS REMOVED AND CYLINDERS MUST BE CUT IN HALF TO BE ACCEPTED FOR RECYCLING.
 - Seller is providing Buyer with a Signed acknowledgement (attached) of Buyer's closed container policy as part of this agreement.
 - B. CONTAINERS WITH RESIDUES SUCH AS PAINTS, GREASES, OILS, AEROSOLS, PROPELLANTS AND CHEMICALS. HAZARDOUS WASTE AND SPECIAL WASTE.
 - C. INSULATED STEEL WIRE.
 - D. LOOSE WET TYPE CAPACITORS FROM SMALL APPLIANCES SUCH AS AIR CONDITIONERS AND MICROWAVE OVENS
 - E. MATTRESSES AND FURNITURE
 - F. "BROWN GOODS" SUCH AS TV'S, RADIOS, COMPUTER MONITORS, VCERS AND OTHER ELECTRONIC DEVICES.

G. FREON. Seller warrants that all Freon containing appliances will be delivered to Buyer only after Freon has been recovered in accordance with EPA's Regulation Section 82.156 of the Clean Air Act, using EPA Certified recovery equipment. Seller is providing Buyer with a "Supplier Certification" as part of this agreement.

[X]

(OR) (check one)

Seller agrees to segregate white goods such as air conditioners, refrigerators, freezers, dehumidifiers and other Freon containing appliances from other light iron. Seller shall, upon accumulating 25 or more such units which contain refrigerant, notify Buyer to dispatch Buyer's mobile unit for the purpose of recovering the refrigerant from the units and certifying them as "Freon Free". Seller shall then add the certified units to its accumulation of light iron for delivery to Buyer's facility for recycling. Buyer will charge \$12.00 per appliance containing Freon R-12 and \$15.00 per appliance containing Freon R-22 during the term of this agreement. Minimum charge of \$250 for Freon recovery service.

[]

3. Seller shall use its best efforts to prevent others from "picking over" the accumulated scrap - all scrap accumulated shall exclusively become the property of Buyer.

4. Seller shall remove scrap from Seller's Transfer Station and deliver the scrap to Buyer's recycling facility in Oakland, Maine.

5. Buyer agrees to pay \$63.50 per gross ton (2,240 Ib.) for light iron scrap delivered* to Buyer. If Seller utilizes Buyer's loader truck service to pick up and deliver Scrap, Buyer will deduct \$150 for each scrap metal service call to Seller's transfer station from each payment due to Seller at the \$63.50/gt rate.

6. Buyer shall provide Seller with an annual report, when requested, itemizing the total amounts of metals received from businesses and residents in the Town of Clinton that are eligible as recycling credits. The report will also include metals recycled by Seller. The report will be provided without charge.

7. This agreement shall be in effect until March 31, 2008. Thereafter this agreement will automatically renew from year to year unless cancelled by either party 30 days prior to any subsequent renewal date.

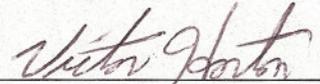
For Seller

For Buyer

For MRRRA

Jeffrey Towne

Chair, Board of Selectmen



*The payment price of \$63.50 per gt is based on a current Boston AMM Export Index Price for # 2 bundles of \$90 per gt. The payment price will be adjusted upward or downward each month by subtracting \$26.50 from the Index Price.

Example: if the AMM Index Price rises to \$100 per gt, payment price will be:

\$100 (minus) 26.50 = \$73.50

AGENDA

ITEM

5.1.



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: May 3, 2007

RE: Correction of Typographical Omission in Warrant Article 29

The 2007 Town Meeting Warrant Article needs to be corrected due to the typographical omission of the following words "and Police Station" after Town garage.

Typographical corrections are permitted up until the time of official posting of the Warrant at least 7-days prior to the June 12, 2007 Town Meeting. However, absentee ballots are required to be available on March 14, 2007, so the vote to correct the typo omission needs to be made at the 5/8/07 Board of Selectmen Meeting.

This is not an addition of a new Article nor is it a deletion of an existing article. Therefore, new signatures are not required. This is a typo correction of the existing article 29.

I have contacted the Chair, Budget Committee and he agrees with the correction. The Budget Committee did discuss multi-use of this building.

The plan all along had been to co-locate the Town Garage / Highway Department and the Police Department into this building.

The Police Department would have a separate entrance for its office and separate entrance for its garage space. This would be identified as the Police Station.

Attached are photos of the interior of the building. The Town Garage portion is in turn key move in condition. It would have 5,200 square feet of Garage and equipment storage space plus 400 square feet of office space.

The Police Station would have a total of 2,000 square feet. Police garage would be 800 square feet. Police offices and evidence room would total 1,200 square feet. Some interiors walls would need to be built for the Police Station. This can be accomplished with in-house labor. Material costs can be handled within the Municipal FY 07/08 Budget. Estimated time frame to complete construction of the Police Station with in-house labor is 6 to 9 months.

TOWN MEETING WARRANT
TOWN OF CLINTON
Tuesday, June 12, 2007

3 **Validity**

The validity of the bonds of the voter's ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Selectmen Recommend & Budget Committee Recommend: Yes

**Emergency Funding. Fire Trucks, Ambulance and Police Vehicles are not able to respond to emergencies on the dirt roads during mud season.*

Article 29: To see if the town will vote: (1) to appropriate the sum not to exceed \$175,000 for public infrastructure improvements by making an offer on the existing building at 935 Main Street, Clinton, Maine to be used as a Town garage and Police Station; (2) to increase the tax levy limit for FY 08 / 09 in the sum not to exceed \$23,000 for annual debt service payments; and (3) to authorize the Board of Selectmen to borrow a sum in an amount not to exceed \$175,000 for the purpose stated in this article and to issue notes and/or general obligation bonds for funding this debt, with the Board of Selectmen having the discretion to fix the date, maturities, denomination, interest rate, place of payment, form and other details of the notes and/or securities and to provide for the sale of securities in the manner prescribed by the laws of the State of the Maine.

FINANCIAL STATEMENT
Town of Clinton

1 **Total Town Indebtedness**

Bonds outstanding and unpaid:	\$259,700
Bonds authorized and unissued:	\$ 0
Bonds to be issued if the question is approved:	<u>\$175,000</u>
TOTAL	\$434,700

2 **Costs**

An estimated maximum interest 4.00% of the estimated costs of this bond issue will be:

10 Years	
Principal	\$175,000
Interest	<u>\$ 38,500</u>
Total Debt Service	\$213,500

3 **Validity**

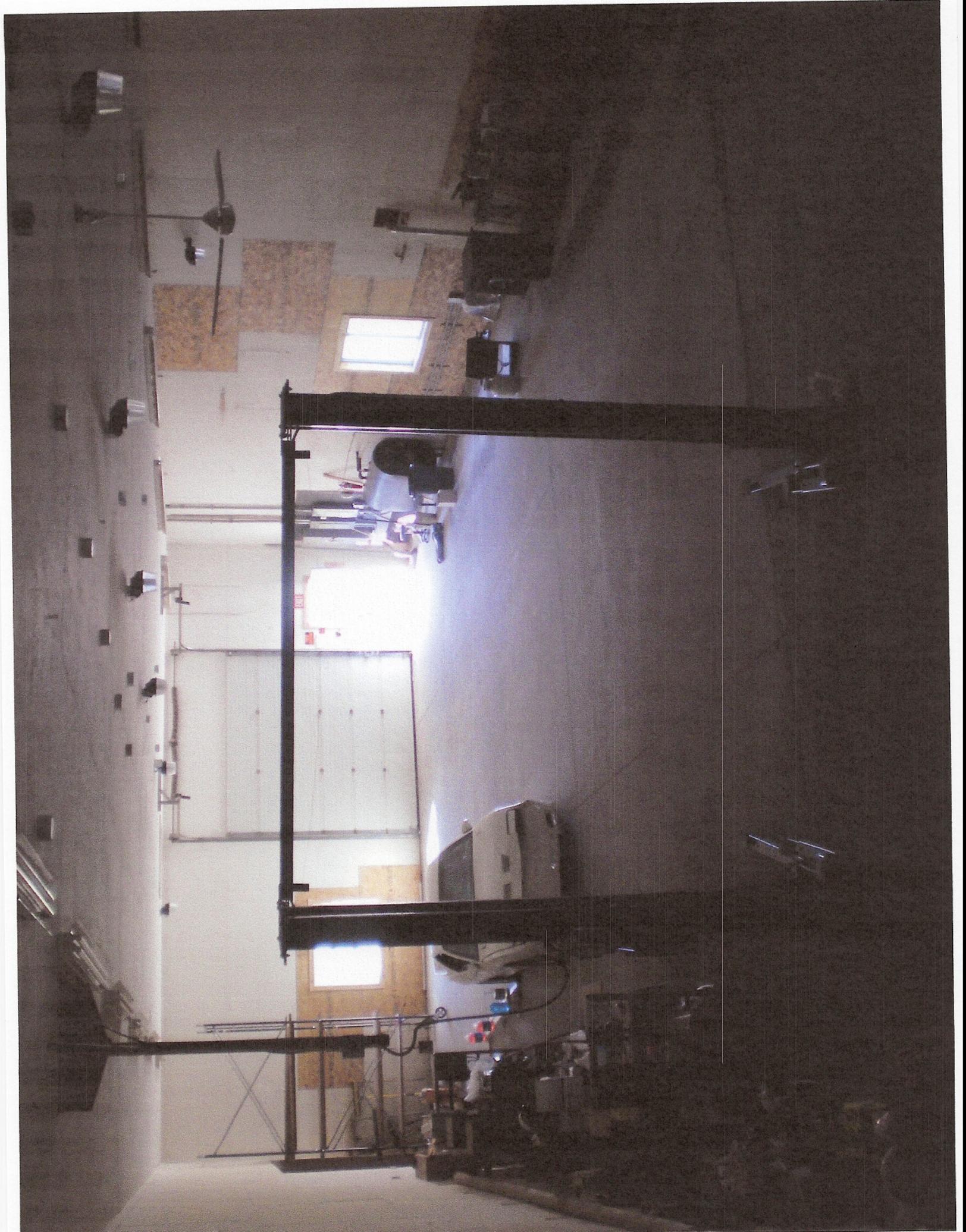
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AGENDA

ITEM

7.b.



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: May 3, 2007

RE: Agenda Item 7.b.

The bid specification need to be developed for Winter Road Maintenance: sanding, salting and plowing.

The Board of Selectmen needs to provide guidance on the following:

TERM of CONTRACT OPTIONS

1. 1-Year: This offers no incentive to get more than one bidder.
2. 3-Year: This increases the incentive to get more than one bidder.
3. 5-Year: This should result in multiple bidders. Budgets will be known for 5-years. This would encourage contractors to invest in newer equipment.

SNOW DEPTH

Previous town contract had plowing commencing at 2 inches. The battle is lost at this level.

Recommend 1 inch.