

# AGENDA

## ITEM

5.a.

**CLINTON BOARD OF SELECTMEN  
TUESDAY, DECEMBER 11, 2007  
6:30 P.M.  
SELECTMEN'S ROOM, TOWN OFFICE**

**MINUTES**

**CALL TO ORDER:** Chairman Towne called the meeting to order at 6:35 p.m.

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

**SELECTMEN PRESENT / QUORUM:** Chairman Jeff Towne, Vice Chair Steve Hatch, Chester Nutting, and Joe Massey. Also present Town Manager James Rhodes and Town Clerk Pamela Violette. Randy Clark was absent due to illness.

**COMMENTS / QUESTIONS FROM THE PUBLIC CONCERNING MATTERS NOT RELATED TO ITEMS ON THE AGENDA.** The Board's rules of procedure have imposed a 15-minute total time limit.

Mike Walton, Battleridge Road, asked about the number of cases the Code Enforcement Officer is handling. Town Manager said CEO is handling several cases and four court cases pending.

Mr. Walton asked to have a letter sent to the Department of Transportation to request review of the speed limit on Battleridge Road. Board agreed to send a letter requesting the review for Battleridge and the area from I95 overpass to Railroad Street.

**ACTION ITEMS.**

Approval of Selectmen's Minutes – November 27, 2007.

Selectman Massey moved the Board approve the minutes of the November 27, 2007 meeting, second by Selectman Hatch. Vote 4 in favor.

Mowing Bids:

Selectman Massey moved the Board open and read aloud the mowing bids for the Town Cemeteries and Town Hall, Library, Recreational Properties, second by Selectman Nutting. All in favor.

Chairman Towne read the bids for year one:

Company Name	Cemeteries	Town Hall	Recreational Areas	Library	Year 1 Total	3-Year Total
Knox Yard Maint.	\$ 5,500	\$1,500	\$5,100	\$ 400	\$12,500	\$39,000
Grass Eaters	\$ 4,800	\$ 616	\$2,640	\$ 550	\$ 8,056	\$26,040
CLC Lawn Care	\$15,000	\$1,050	\$4,515	\$ 420	\$20,565	\$63,210

## December 11, 2007 Selectmen Minutes

Town Manager Rhodes said it appears the low bidder is Grass Eaters Lawn Care. He will review the bids and with the Cemetery Committee and would like to have the contract awarded at the next meeting.

Delegation to the Town Manager to determine which non-essential town business will administratively close on Monday December 24, 2007 (Christmas Eve) and Monday December 31, 2007 (New Years Eve) and the use of comp time or vacation time to cover the employees time off due to State closure for non-essential business.

Selectman Massey moved to delegate to the Town Manager to determine which non-essential town business will administratively close on Monday December 24, 2007 (Christmas Eve) and Monday December 31, 2007 (New Years Eve) and the use of comp time or vacation time to cover the employees time off due to State closure for non-essential business. Second by Selectman Hatch.

Selectman Massey moved to amend the motion to pay employees for Christmas Eve Day without using comp or vacation time, second by Selectman Hatch. Vote 2 in favor, 2 opposed. Amendment failed.

Vote on original motion, 4 in favor. Motion passed.

Board appointment of N. Wayne Hughes, 64 Hill Road, Clinton, Maine as a member of the Town Garage Advisory Committee.

Selectman Massey moved the Board appoint N. Wayne Hughes as a member of the Town Garage Advisory Committee, second by Selectman Nutting. All in favor.

**DISCUSSION ITEMS:** None

**SUPPLEMENTS AND ABATEMENTS:** None

### **TOWN MANAGER'S REPORT:**

Expense/Revenue Report: Town Manager Rhodes reported to the Board 44.48% of the budget has been spent, better than last year. Projected revenues are 6.76% ahead.

Town of Clinton v James Wells, Jr. Order of Court to hold a hearing January 24, 2008 at 1 PM to determine whether the defendant was truthful to the Court regarding his income/ability to pay the imposed fine.

Town Manger Rhodes said three reserve police officers have been appointed, bringing the total to eight reserves officers, enough to staff weekends.

Inspection report from Code Enforcement Officer Sharkey given to the Board.

### **OLD/NEW BUSINESS:**

Update on the CDBG process for the re-submission of Community Enterprise Grant Program. Town Manager Rhodes said a letter of intent should be on the December 26, 2007 agenda to meet the January 4, 2008 deadline and a public hearing held the second meeting in January 2008.

December 11, 2007 Selectmen Minutes

Chairman Towne opened a letter from Attorney David Stone containing a check for \$16,000 from the Hazel Gibson Trust Fund.

Selectman Nutting moved the Board of Selectmen accept the gift of \$16,000 from the Hazel Gibson Estate Trust Fund and deposit the funds into the appropriate account, second by Selectman Hatch. Vote 4-0

**WARRANT:** Selectman Hatch moved to approve warrant 39 in the amount of \$148,305.99. Second by Selectman Massey, all in favor.

**NEXT AGENDA ITEMS:** DOT letter concerning speed limit on Battleridge Road and from the I-95 overpass to Railroad Street;

Mowing bid award.

Board of Appeals appointment and alternate for 1<sup>st</sup> Park Representative.

Discuss charging interest on unpaid transfer station invoices.

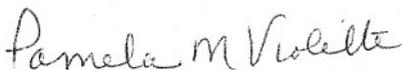
**EXECUTIVE SESSION:**

Selectman Massey moved Board enter into Executive Session pursuant to 1 M.R.S.A. § 405 (6) (a) to discuss a personnel matter regarding Town Manager's Annual Evaluation at 7:25 p.m., second by Selectman Hatch. All in favor.

Selectman Nutting moved Board exit Executive Session at 8:10 p.m. Second by Selectman Hatch, all in favor.

**ADJOURN:** Selectman Nutting moved to adjourn at 8:12 p.m. Second by Selectman Hatch. All in favor.

Respectfully submitted,



Pamela M. Violette  
Town Clerk

# AGENDA

## ITEM

5.b.

**TOWN OF CLINTON, MAINE  
MOWING, TRIMMING, AND LAWN CARE MAINTENANCE  
FOR TOWN CEMETERIES**

**3-Year Contract Term: July 1, 2008 through June 30, 2011**

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 **Grass Eaters Lawn Care and Maintenance, 1526 Bangor Road, Clinton, Maine** (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Mowing, Trimming, and Lawn Care for Town Cemeteries.

**A. SERVICES: What, When, Where.**

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the mowing, trimming, and lawn care maintenance for the Town's seven (7) cemeteries as outlined in the attached mowing specifications from July 1, 2008 through June 30, 2011.

**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.**

Specifications attached.

**E. INSURANCE.**

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing 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 mowing operations 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. 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 mowing 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.

**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 a majority of the Board of Selectmen vote 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 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 conduct mowing operations.
2. Substitution: The Board of Selectmen may hire a substitute contractor to conduct specified mowing operations for any period of time considered necessary.
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 the contractor a total of \$4,800 for F 08 / 09, \$4,850 for FY 09 / 10 and \$4,900 for FY 10 / 11 in six (6) equal installments, as follows: on or before August 1, September 1, October 1, May 1, June 1, and July 1 of each contract year.

**M. RENEWAL.**

Three months prior to the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen, inclusive of a five percent (5%) increase for each successive year for the next three (3) seasons.

**N. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.**

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 26<sup>th</sup> day of December, 2007.

FOR THE TOWN OF CLINTON  
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

\_\_\_\_\_  
Jeffrey Towne, Chairman

  
\_\_\_\_\_  
Bruce Salsbury, Its Owner

\_\_\_\_\_  
Stephen Hatch

\_\_\_\_\_  
Randy Clark

\_\_\_\_\_  
Chester Nutting

\_\_\_\_\_  
Joseph Massey

## GENERAL SPECIFICATIONS

Work specifically covered by this AGREEMENT/Contract covers as much labor and use of equipment as necessary to maintain the grounds by raking leaves, dead grass, debris, mowing and trimming of all seven (7) cemeteries mention below. The Contractor shall have sufficient equipment and labor to complete the work as stated in the cemetery mowing specifications in a reasonable manner. The Contractor shall review all area that are to mowed with representatives of the Cemetery Committee and/or Town Officials prior to bidding to ensure all work is done to the extent required.

The Town of Clinton maintains seven (7) cemeteries, as follows:

**Old and New Village Cemetery**, Route 100; **Evergreen Cemetery**, Hill Road; **Town House Hill Cemetery**, Hinckley Road; **Morrison Corner Cemetery**, Tadiff Road; **Nobles Ferry Cemetery**, Peavy Road; **Potter Cemetery**, Johnson Flats Road; and **Joy Cemetery**, Route 23.

## CEMETERY MOWING SPECIFICATIONS:

Relating to the maintenance of the seven (7) Town cemeteries, the Town expects the following tasks to be performed by the Contractor.

1. All grass will be mowed to a height of three inches (3"), but in no case will the maximum grass height exceed four inches (4").
2. All grass shall be trimmed around major grave monuments, headstones, footstones, fences and other obstacles to provide a uniform appearance along with the mowing.
3. All grass cuttings shall be removed from monument bases, headstones and footstones after each mowing and carefully remove grasses cuttings that are sprayed onto the vertical surfaces of grave monuments by the mowers or trimmers. Special care should be taken during mowing and trimming operations while the grass is damp to prevent the grass from going against monuments causing a discoloration of the stones.
4. If the grass becomes exceptional thick and clumps upon mowing, it shall be raked and removed to provide a neat appearance.
5. The contractor shall pick up all debris which has been displaced by his mowing or trimming operations and properly disposed of.
6. In the performance of the AGREEMENT, the Contractor shall mow and trim each cemetery in its entirety to provide a uniform appearance. Once started mowing a cemetery the Contractor shall complete it within a 48 hour period unless weather prevents this.

7. The Contractor shall empty the trash barrels as necessary to prevent them from overflowing. All trash shall be removed from the cemetery grounds and disposed of at the Town Recycle Center. The barrels shall be emptied prior to Memorial Day, other necessary times and again in the fall.

8. Special attention shall be given to the appearance of each cemetery immediately prior to Memorial Day, the day on which family and friends visits loved ones who have passed away.

9. A ceremony takes place every Memorial Day at the New Village Cemetery, regardless of the weather conditions. The Town expects this area to be mowed, trimmed, and raked for this ceremony.

10. At the Nobles Ferry Cemetery, the portion of the undeveloped cemetery grounds in the north end on the east side shall be mowed and kept in the same condition as the other portions of the cemetery.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2007

PRODUCER (207)873-5101 FAX (207)873-5784  
 GHM Agency, Inc.  
 51 Main Street  
 P.O. Box 649  
 Waterville, ME 04903-0649

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURED BRUCE SALSBUARY GRASSEATERS LAWN CARE & MAINTENA  
 1526 BANGOR RD  
 CLINTON, ME 04927

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Co	24198
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	CCP8269149	04/10/2007	04/10/2008	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Town of Clinton  
 27 Baker St  
 Clinton, ME 04927

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mindy Noonan

**AGENDA**

**ITEM**

**5. c.**

**TOWN OF CLINTON, MAINE  
MOWING, TRIMMING, AND LAWN CARE MAINTENANCE  
FOR TOWN HALL, LIBRARY AND RECREATION PROPERTIES**

**3-Year Contract Term: July 1, 2008 through June 30, 2011**

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 **Grass Eaters Lawn Care and Maintenance, 1526 Bangor Road, Clinton, Maine** (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Mowing, Trimming, and Lawn Care for Town Hall, Library and Recreation Properties.

**A. SERVICES: What, When, Where.**

Contractor agrees to provide all the labor, materials, and equipment necessary to perform the mowing, trimming, and lawn care maintenance for the Town Hall, Library and Recreation Properties from July 1, 2008 through June 30, 2011. The properties within the community which need to be maintained are as follows: **Town Hall Area** on Baker Street which includes Town Office area, Basketball Court, Playground and Ice Rink Area. **Gordon Little League Field** on Morrison Avenue Extension, **Morrison Avenue Recreation Area** (MARA Sports Complex), **River Access Property** on Route 100, and **Brown Memorial Library** on Railroad Street.

**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. All grass will be mowed to a height of three inches (3"), but in no case will the maximum height exceed four inches (4").
2. All trash discovered upon the grounds will be picked up and disposed of properly.
3. The area outside the fence area at Gordon Field and the Mill Site less the River Access property is not part of this contract until the Town is able to level the area in order for normal mowers to maintain. Until such time the Town will mow these areas with its bush hog.

4. All areas will be mowed / trimmed to the property lines and or pins.
5. All swale areas, particularly at the MARA Sports Complex, will be maintained by the contractor.
6. Mowing will take place during any portion of the year when the grass is above the 3 – 4 inch maximum.
7. Trimming and racking will be completed on an as needed basis to maintain a neat and clean appearance at all times.

**E. INSURANCE.**

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing 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 mowing operations 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. 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 mowing 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.

**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 a majority of the Board of Selectmen vote 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" is defined as up to three (3) working days, but may vary depending on the nature of the breach, 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 conduct mowing operations.
2. Substitution: The Board of Selectmen may hire a substitute contractor to conduct specified mowing operations for any period of time considered necessary.
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 the contractor a total of \$3,806 for FY 08 / 09, \$3,830 for FY 09 / 10 and \$3,854 for FY 10 / 11 in six (6) equal installments, as follows: on or before August 1, September 1, October 1, May 1, June 1, and July 1 of each contract year.

**M. RENEWAL.**

Three months prior to the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen, inclusive of a five percent (5%) increase for each successive year for the next three (3) seasons.

**N. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.**

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 26th

day of December, 2007.

FOR THE TOWN OF CLINTON  
ITS BOARD OF SELECTMEN

---

Jeffrey Towne, Chairman

---

Stephen Hatch

---

Randy Clark

---

Chester Nutting

---

Joseph Massey

FOR THE CONTRACTOR



---

Bruce Salsbury, Its Owner

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2007

PRODUCER (207)873-5101 FAX (207)873-5784  
GHM Agency, Inc.  
51 Main Street  
P.O. Box 649  
Waterville, ME 04903-0649

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURED BRUCE SALSBUURY GRASSEATERS LAWN CARE & MAINTENANCE  
1526 BANGOR RD  
CLINTON, ME 04927

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Peerless Insurance Co

24198

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCP8269149	04/10/2007	04/10/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
<b>OTHER</b>					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

Town of Clinton  
27 Baker St  
Clinton, ME 04927

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mindy Noonan

# AGENDA

## ITEM

5. d.

# Selectmen's Office

MUNICIPALITY OF CLINTON

June 26, A.D. 2007

To **Charlie Ulmer** of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Board of Appeals Regular Member**, 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 Regular Member of the Board of Appeals within and for the Municipality of Clinton, such appointment to be effective from December 27, 2007 until June 30, 2010.

Given under our hand this 26th day of December, 2007.

By The Board of Selectmen of Clinton, Maine

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE

County of Kennebec

\_\_\_\_\_, 2008

Personally appeared the above named Charlie Ulmer who has been duly appointed by the Selectmen as a Board of Appeals Regular Member in said Municipality, and took the oath necessary to qualify him to discharge said duties for the term specified above according to law. Before me,

\_\_\_\_\_ Municipal Clerk

# AGENDA

## ITEM

5.e.

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

# Selectmen's Office

MUNICIPALITY OF CLINTON

June 26, A.D. 2007

To Greg Brown of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Alternate First Park Representative**, 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 Alternate First Park Representative within and for the Municipality of Clinton, such appointment to be effective from December 27, 2007 until June 30, 2008.

Given under our hand this 26th day of December, 2007.

By The Board of Selectmen of Clinton, Maine

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## STATE OF MAINE

County of Kennebec

\_\_\_\_\_, 2008

Personally appeared the above named Greg Brown who has been duly appointed by the Selectmen as Alternate First Park Representative in said Municipality, and took the oath necessary to qualify him 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.**

TAX# 426-8323



# TOWN OF CLINTON COMMITTEE LETTER OF INTENT

DATE: 6 DEC 07

NAME: GREG BROWN

PHONE: W 680-4232

John A. Bunn

H 426-2091

ADDRESS: 54 PLEASANT CLINTON

C 314-7723

**COMMITTEE OR BOARD OF INTEREST:**

KRDA / FIRST PARK - Representative to General Assembly

**PLEASE INDICATE WHY YOU WOULD LIKE TO SERVE, AND ANY PREVIOUS BOARD OR COMMITTEE EXPERIENCE:**

PAST CHAIR OF CLINTON PLANNING BOARD. (late 80s+)

Currently employed by CITY OF WATERVILLE AS PROJECT ENGINEER / Community Development Office.

Currently serving on the Municipal Review Committee Board of Director since JAN 01 (PERC OVERSITE GROUP)

Currently serving on the WATERVILLE OPERA HOUSE Board of DIRECTORS SINCE 2004.

It is essential that FIRST PARK maintain its goal of attracting high quality, high paying jobs for the region. As a representative, or alternate, to the GENERAL ASSEMBLY, I will periodically report to the TOWN MANAGER and SELECTMEN ON KRDA's progress. I will keep an open line of communication concerning issues or events that will affect the Town of Clinton.

**AGENDA**

**ITEM**

**5. f.**



Town of Clinton  
27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

## RESOLUTION 07-21

### Transfer Station Billing Interest Rate for Overdue Accounts

WHEREAS, Town Charter, Article II Selectmen, Section 2.06 Powers and Duties (f) The Board of Selectmen shall be responsible for establishing user fees for all Town property, leases, rentals, and services, and shall review all fees and agreements annually; and

WHEREAS, the Town provides a billing service to companies that haul trash , demo debris, etc to the Transfer Station, and

WHEREAS, there are currently no late or overdue interest charges on unpaid balances, and

WHEREAS, some companies are taking advantage of the situation by delaying payments on unpaid balances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF CLINTON, that effective January 1, 2008 there will be a monthly ten (10%) percent interest charge for Transfer Station billing of all unpaid balances after the first 30 days.

Sealed with the Seal of the Town of Clinton on this twenty-sixth day of December in the year Two Thousand Seven.

\_\_\_\_\_  
Jeffrey Towne, Chairman

\_\_\_\_\_  
Chester Nutting

\_\_\_\_\_  
Stephen Hatch

\_\_\_\_\_  
Joseph Massey

\_\_\_\_\_  
Randy Clark



# AGENDA

## ITEM

5. g.



Town of Clinton

27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

December 26, 2007

David A. Cole  
Commissioner  
Maine Department of Transportation  
16 State House Station  
Augusta, ME 04333-0016

RE: Request for Speed Limit Change

Dear Mr. Cole:

The Town of Clinton is requesting MDOT consider a change to lower the speed limit on the following local roads.

- Battle Ridge Road
- Mutton Lane

Sincerely,

---

Jeffrey Towne, Chair, Board of Selectmen

---

Stephen Hatch, Selectman

---

Randy Clark, Selectman

---

Chester Nutting, Selectman

---

Joseph Massey, Selectman

**AGENDA**

**ITEM**

**5. h.**



State of Maine  
 Community Development Block Grant Program  
 2008 Community Enterprise Program  
**Letter of Intent to Apply**

(Due at DECD on or before January 4, 2008, 4:00 p.m.)

All communities wishing to apply for a 2008 Community Enterprise Grant must use this Letter of Intent to document compliance with requirements established by Title I of the Housing and Community Development Act of 1974, as amended and the State of Maine CDBG program. Applicants who submit a completed Letter of Intent and demonstrate meeting a CDBG National Objective will be notified by OCD that they are eligible to submit a final application. Eligibility to submit a final application does not imply final project approval or funding.

**A. APPLICANT ELIGIBILITY**

**1. Legal Applicant:**

Applicant:	<b>Town of Clinton</b>	Phone:	<b>426-8511</b>
Address:	<b>27 Baker Street</b>	Fax:	<b>426-8323</b>
City, ZIP:	<b>Clinton, ME 04901</b>	E-Mail:	<b>clintontm@roadrunner.com</b>
Chief Official:	<b>James W. Rhodes, Town Manager</b>		
Census Tracts #(s) Where Proposed Activities Will Occur:	1000		

**2. Applying on Behalf of Sub-Grantee (if applicable): (e.g.: Non-Profit)**

Sub-Grantee:	<b>N/A</b>	Phone:	
Address:		Fax:	
City, ZIP:		E-Mail:	
Agency Rep:		Title	

**3. Engineer/Architect consulted for project & providing cost estimates:**

Name:	<b>N/A</b>	Phone:	
Firm:		Fax:	
Address:		E-Mail:	
City, ZIP:			

**B. ELIGIBLE ACTIVITY CATEGORIES**

Place an "X" to the left of the CE categories for which this Intent to Apply is being made:

	<b>1. Micro-Enterprise Assistance</b>
	<b>2. Business Façade Grants</b>
<b>X</b>	<b>3. Streetscapes</b>

**C. PROJECT INFORMATION**

Provide a clear, concise description of the proposed project using the space below. The scope of work should be very specific in identifying how the money will be used in meeting a National Objective.

Construction of a 6 foot wide, 400 foot long Waterfront Trail with lookout platform and Gazebo, installation and wiring of underground electrical conduits for electrical service to the entire mill site, repair and resurface of the 22,000 square foot L-shape concrete pad and purchase/installation of planters and benches for the mill site. The mill site is within the area designated as Slum and Blight. The CDBG funds will be used to meet the National Objective of Elimination and Prevention of Slums and Blight on an Area-Wide Basis.

**D. COST ESTIMATES & PROJECT FUNDING**

Provide the estimated project cost, amount of CDBG funds to be requested and sources, amounts and dates secured for all anticipated cash matching funds. All construction estimates should be prepared by the Engineer/Architect (from section A-3). Take into account the inflation rate in relation to the anticipated starting date of the project and applicable DAVIS/BACON wage rates as they apply to construction costs.

Total Estimated Project Cost:	\$ 150,000	CDBG F	
<b>TOTAL:</b>	<b>\$</b>		

**E. PLAN**

Which your local comprehensive plan was adopted, updated (if applicable) and by SPO.

March, 1991	Note: Not a growth related investment
March, 1991	

Does not have an adopted and consistent comprehensive plan.

Comprehensive Plan Expected to be Adopted and Consistent:

**E. COMPREHENSIVE PLAN**

List the dates on which the plan was adopted, updated (if applicable) and deemed consistent by SPO.

Adopted Date:  
Updated:  
SPO Approval Date:

Community Development Department

Date Comprehensive Plan Adopted:

**NATIONAL OBJECTIVE**

**F. NATIONAL OBJECTIVE**

Check all applicable boxes below indicating how the National Objectives will be met and attach all required documentation listed in the appropriate box.

BENEFITTING LOW-TO-MODERATE INCOME PERSONS (IMI)	
<input checked="" type="checkbox"/>	<b>Community-Wide LMI National Objective</b> Attach Census Figures indicating 51% or more of the community is LMI along with a completed <u>Beneficiary Profile</u> OR recent survey materials meeting the requirements set forth in OCD Policy Letter Number 19 and Income Survey Methodology Handbook.)
<input checked="" type="checkbox"/>	<b>Target Area LMI National Objective</b> Attach Census Figures indicating 51% or more of the target area is LMI along with a completed <u>Beneficiary Profile</u> OR recent survey materials meeting the requirements set forth in OCD Policy Letter Number 19 and Income Survey Methodology Handbook.)
<input checked="" type="checkbox"/>	<b>Limited Clientele LMI National Objective</b> Attach written documentation that the proposed CDBG activity will serve only LMI persons or a HUD recognized Limited Clientele group as set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570 and the State of Maine CDBG Program.
ELIMINATION OF SLUMS AND BLIGHTING CONDITIONS	
<input checked="" type="checkbox"/>	<b>Elimination or Prevention of Slums and Blight on an Area-Wide Basis</b> Attach completed Slum & Blight Declaration meeting the requirements of 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.
<input checked="" type="checkbox"/>	<b>Elimination or Prevention of Slums and Blight on a Spot Basis</b> Attach completed Spot Blight Designation form and required attachments which meets regulations set forth by the United States Department of Housing and Urban Development in 24 CFR Part 570.

## Applicant Certifications

- a. To the best of my knowledge and belief, the information in this Letter of Intent and all attached documentation is true and correct;
- b. This pre-application complies with all applicable State and federal laws and regulations; and
- c. Approval of this Letter of Intent by OCD to submit a final application does not imply final project approval or funding.

	Town of Clinton, Maine	December 26, 2007
Signature of Chief Executive Officer	Name of Community	Date: mm/dd/year

**AGENDA**

**ITEM**

**5. i.**



*Town of Clinton*

*27 Baker Street*

*426-8511 phone*

*Clinton, ME 04927*

*426-8323 fax*

**TOWN OF CLINTON, MAINE  
ASSESSOR'S AGENT CONTRACT**

**3-Year Contract Term: January 1, 2008 through December 31, 2010**

This contract is between the **Town of Clinton, Maine**, by and through its Municipal Officers, the Board of Selectmen / Board of Assessors (referred to as "Board") and **Hamlin Associates, Inc., 625 State HWY 150, Parkman, Maine** (and referred to as "Assessor's Agent").

**A. SERVICES:** Assessor's Agent will provide the following:

1. All properties with building permits and or requests for review will be inspected for any changes that affect assessed values.
2. New construction including additions, barns, sheds, etc., will be measured, graded and assessed using the Town's Computer Software.
3. All deeds will be reviewed. Changes in ownership will be recorded on the appropriate property card(s). Where a deed creates a division of land between parties the adjustment will be made to the account of the seller. A new card, account, will be created for the split parcel with all appropriate information recorded for that account.
4. Any deeds, surveys, or subdivisions that necessitate a change to the tax maps will be processed and the information sent to the Town's mapers for updated maps.
5. When classified lands change ownership, the new owner will be notified by mail of the legal obligations he/she has incurred by the purchase of this land. When change of use of said classified land occurs, the appropriate penalties will be calculated and assessed.
6. "Assessor's Agent" will file with the Bureau of Revenue Services, the Municipal Valuation Return, Turn Around Documents and any other form as required by various State agencies. Assessor's Agent will be available to work with the Bureau of Revenue Services' representatives on the annual audit of the municipalities assessment records.
7. All data pertinent to the assessment records will be entered into the Town's computer system. "Assessors' Agent" will assist in the preparation and printing of the municipal Valuation and Commitment Books, provide



Town of Clinton

27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

the Town with assistance in the completion of all legal papers which must be included, and bind this material in hardcover editions. "Assessor's Agent" will also provide any other assistance needed at this time of year.

8. Tax payer concerns will be handled in a prompt and courteous manner.
9. "Assessor's Agent" will work with the "Board" and other concerned Boards as requested.
10. "Assessor's Agent" will guarantee representation in the Town Office two (2) days per month and other days outside the office as needed to gather field data.

**B. TERM OF CONTRACT:**

The contract period is January 1, 2008 through December 31, 2010.

**C. DISSOLUTION OF CONTRACT:**

This contract may be dissolved for non-performance by either party, if said party provides a minimum of 60 days notice.

**D. PAYMENT SCHEDULE:**

The Town of Clinton will pay the "Assessor's Agent" a total of **\$16,900** for the period January 1, 2008 through December 31, 2008, **\$17,570** for the period January 1, 2009 through December 31, 2009, and **\$18,830** for the period January 1, 2010 through December 31, 2010. Payments will be made in four (4) quarterly installments each year on March 31, June 30, September 30, and December 31.

The parties, or their duly authorized agents, executes this agreement on the 26<sup>th</sup> day of December, 2007.

FOR THE TOWN OF CLINTON  
ITS BOARD OF SELECTMEN / ASSESSORS

HAMLIN ASSOCIATES, INC.

\_\_\_\_\_  
Jeffrey Towne, Chairman

\_\_\_\_\_  
Elizabeth A. Morin, Its President