

AGENDA

ITEM

5.a.

TOWN OF CLINTON BOARD OF SELECTMEN

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

SELECTMEN'S MEETING MINUTES

DATE: Tuesday, July 10, 2007
TIME: 6:30 PM
PLACE: Selectmen's Room, Town Office

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. SELECTMEN PRESENT / QUORUM
Jeff Towne, Joe Massey, Chet Nutting, Randy Clark
4. OATH OF OFFICE: SELECTMAN-ELECT TOWNE (3-YEAR TERM) &
SELECTMAN-ELECT MASSEY (2-YEAR TERM).
Oath administered and signed
5. OATH OF OFFICE: SELECTMAN TOWNE AS ASSESSOR (3-YEAR TERM) &
SELECTMAN MASSEY AS ASSESSOR (2-YEAR TERM).
Oath administered and signed
6. OATH OF OFFICE: SELECTMAN TOWNE AS OVERSEER OF THE POOR (3-
YEAR TERM) & SELECTMAN MASSEY AS OVERSEER OF THE POOR (2-
YEAR TERM).
Oath administered and signed
7. ELECTION OF CHAIR & VICE-CHAIR BY SECRET WRITTEN BALLOT.
Randy nominates Jeffrey Towne for Chairperson
Chet Seconds
Chet moves nominations close
Secret Ballott taken, TM opens ballots, 3 for Jeffrey Towne 1 for Chet Nutting as
Write in.
Jeffrey Towne voted Chairperson
Randy nominates Steven Hatch for Vice Chairperson
Chet Seconds
Chet motions to close nominations

Secret Ballot taken, TM opens ballots, 3 for Steve Hatch 1 for Jeffrey Towne as write in.

Steve Hatch voted Vice Chairperson

8. BOARD RULES OF PROCEDURE AND ORDER OF BUSINESS.

Randy moves board adopt the Board of Selectmen Rules of Procedure.

Second by Joe

4-0 vote yes

9. RESOLUTION 07-11: SELECTMEN MEETING DATES / TIME / PLACE FOR FISCAL YEAR 2007 / 2008.

Chet moves board adopt Resolution 07-11.

Second by Joe

4-0 vote yes

10. COMMENTS / QUESTIONS FROM THE PUBLIC CONCERNING MATTERS NOT RELATED TO ITEMS ON THE AGENDA.

Jeraldine questions hiring policy for Town Employees

Mike Walton questions having police presence for late night to deter problems during late night hours.

11. ACTION ITEMS.

a. Approval of Selectmen's Minutes – June 26, 2007.

Randy moves board approve the minutes of the June 26, 2007 meeting.

Second by Chet

4-0 vote yes

b. Open Snowplow Bids.

Randy moves board open and read aloud the snowplow bids.

Second by Joe

4-0 vote yes

Randy motions to accept one and only bid for snowplowing contingent on Special Town Meeting vote for more funds.

Second by Joe

After discussion concerning the bid Joe withdraws his Second and motion dies due to lack of second.

TM and Jeff Towne agree to meet with contractor to discuss Snow Plowing bid and will revisit at next selectmen meeting July 24, 2007.

c. Special Town Meeting Warrant for August 28, 2007.

Randy moves board sign the Special Town Meeting Warrant for August 28, 2007.

Second by Chet

After discussion Chet withdraws second, motion dies due to lack of second and will be on next Selectmen Meeting Agenda.

- d. Resolution 07-12: Board of Selectmen annual re-affirmation of the designated municipal capital reserve funds (CFR).

Randy moves board adopt Resolution 07-12.

Second by Chet

4-0 vote yes

Addendum to Agenda Item 11 d.

Resolution 07-14: Board of Selectmen Authorize to use municipal reserve fund plow truck account 2-735-05 to purchase a used 2004 Ford F 350 Plow Truck with dump body for a total price of \$27,000.00 including trade in of existing Highway Truck.

Chet moves board accept Resolution 07-14 to purchase Plow Truck for Highway Dept.

Second by Randy

4-0 vote yes

- e. Resolution 07-13: Change of statutory hourly requirement to be open for voter registration due to needs of the municipality.

Randy moves board adopt Resolution 07-13.

Second by Joe

4-0 vote yes

Addendum to Agenda Item 11 d.

Resolution 07-14: Board of Selectmen Authorize to use municipal reserve fund plow truck account 2-735-05 to purchase a used 2004 Ford F 350 Plow Truck with dump body for a total price of \$27,000.00 including trade in of existing Highway Truck.

Chet moves board accept Resolution 07-14 to purchase Plow Truck for Highway Dept.

Second by Randy

4-0 vote yes

12. DISCUSSION ITEMS.

- a. Cemetery Committee.

Cemetery Committee requested to be put on agenda but did not attend meeting.

13. SUPPLEMENTS AND ABATEMENTS.

None

14. TOWN MANAGER'S REPORT.

a. Expense / Revenue Report.

Final Expense Report attached, Fiscal Year ended under budget by 3.69 %

Last year was under budget by 1.77 %

b. Attached is Polling Place Accessibility Memo dated 7/9/2007.

Chet moves to authorize up to \$3,200.00 from account 99-014-01 Overlay, as an Emergency Funding to fix accessibility problems for the polling place.

Second by Randy

4-0 vote yes

15. OLD / NEW BUSINESS.

None

16. WARRANT.

Randy moves to accept Warrant number 3 in the amount of \$164,317.55

Second by Chet

4-0 vote yes

17. NEXT AGENDA ITEMS.

Special Town Meeting Warrant

E-911 Contact

Snow Plow Bid

Chief Wing re; Police Coverage

18. ADJOURN.

Chet moves to adjourn

Second by Randy

4-0 vote yes at 8:07 pm

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5.b.

DISPATCH SERVICES AGREEMENT

By and between the City of Waterville and the Town of Clinton.

THIS AGREEMENT (the "Agreement") is made this 1st day of August 2007, by and between the City of Waterville (City) with its office located in Waterville, Maine; and the Town of Clinton (Town) collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, The City of Waterville has indicated its ability and willingness to provide public safety dispatching and related services to the Town of Clinton, and in doing so, to provide the high standard of customer service consistently delivered to current consumers; and

WHEREAS, The Town of Clinton has indicated that it believes the Waterville Area Communications Center can provide these services for the Town, in a professional, expedient, and cost-efficient manner;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Town agree as follows:

1. **PREMISES.** The Waterville Police Department's Communications Center will provide radio and telephone communications and dispatch for Clinton's Police, Fire and Ambulance services. Such services shall be available for the Town of Clinton twenty-four hours per day, year-round to include any and all times the Town of Clinton's Police and E.M.S. services do not have an in-house dispatcher available. The Waterville Police Department's Communications Center will provide E-911 answering service for the Town of Clinton, during the time that the Communications Center maintains such a capacity and until such time that the ability to answer such calls is removed.
2. **TERM.** The term of this agreement shall be from August 1, 2007 to August 1, 2008, unless terminated earlier by mutual agreement.
3. **MANAGEMENT FEE.** The Town will pay the City the sum of \$12,000, said \$12,000 to be paid in four equal, quarterly installments of \$3,000.
4. **BREACH.** If either party feels the other party is in breach of this Agreement, the parties agree to meet immediately and use their best efforts to resolve the disagreement.
5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and contains all agreements between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the City and the Town have executed this Agreement in duplicate originals as of the day and year first noted above.

City of Waterville

Town of Clinton

Mike Roy

City Manager, Waterville

James Rhodes

Town Manager, Clinton

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5. c.

SPECIAL
TOWN MEETING WARRANT
TOWN OF CLINTON
Tuesday, August 28, 2007

To: Shirley Bailey, a resident of the Town of Clinton, County of Kennebec, State of Maine.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Clinton in said county and state, qualified by law to vote in town affairs, to vote in the Town of Clinton, at the Clinton Town Office, located at 27 Baker Street, on Tuesday the 28th day of August, AD 2007 from 8:00 AM to 8:00 PM, then and there to act upon the following articles to wit:

Article 1: To elect a moderator by written ballot to preside at said meeting.

Article 2: To see if the Town will vote to raise and appropriate the sum of \$118,500 for the following public safety fire hydrants and street lights, social security / medicare accounts:

- 03-001-14: Social Security / Medicare \$48,700
- 03-005-04: Electricity for 110 Street Lights \$19,000
- 03-005-05: Rental Fee for 66 Fire Hydrants \$50,800

****Funding is for Fire protection fees to rent 66 fire hydrants, electricity for 110 street lights, and social security / medicare payments to the federal government required by federal law to match employees share.***

Selectmen Recommend: Yes

Article 3: To see if the Town will vote to raise and appropriate the sum of \$17,190 for the following Code Enforcement account:

- 08-001-02 Part Time Code Enforcement Officer

****Funding is for the part time Code Enforcement Officer position required by State Law to enforce all applicable laws and ordinances in the following areas: Building Standards, Internal Plumbing, Subsurface Wastewater Disposal, Shoreland Zoning, and Comprehensive Planning and Land Use.***

Selectmen Recommend: Yes

Article 4: To see if the Town will vote to charge 7.00% interest on unpaid taxes after October 1, 2007 for the first half of the property taxes that are due and payable, and interest on unpaid taxes after April 1, 2008 for the second half of the property taxes that are due and payable and to see if the Town will vote to readopt the budget as originally authorized at the annual Town Meeting on June 12, 2007, including the authority to raise funds by taxation as originally voted at the meeting.

SPECIAL
TOWN MEETING WARRANT
TOWN OF CLINTON
Tuesday, August 28, 2007

Selectmen Recommend: Yes

Note #1: Interest charged for FY 06 / 07 was 7.00%.

Note #2: The June 12, 2007 Annual Meeting approved and authorized the following budgets: Fire/EMS Department, 911 Fire/Police Dispatch Services, Police Department, Transfer Station, General Assistance, Non-Profit Community Service, Debt Service, Cemetery, Administrative, Town Office, Animal Control, Highway Department, Library Department, Insurance, Planning and Appeals Board, Recreation, Police Athletic League (PAL), Community and Economic Development Committees and Anticipated Revenues. The budget and interest on taxes after tax due dates must be voted at the same Town Meeting pursuant to Title 36 M.R.S.A. Section 505 and re-adoption of the budget will comply with the statutes.

Given under our hands this 24th day of July, 2007 by the Clinton Board of Selectmen:

Jeffrey Towne

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

A True Copy of the Warrant Attested

Town Clerk

AGENDA

ITEM

5. d.



Town of Clinton

27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

RESOLUTION 07-15

EMERGENCY APPROPRIATION PREAMBLE TO MEET A PUBLIC EMERGENCY AFFECTING LIFE AND PROPERTY IN THE TOWN OF CLINTON IF THERE IS NO CONTRACT FOR SNOW REMOVAL ON PUBLIC ROADS DUE TO LACK OF FUNDS

WHEREAS, Town of Clinton Charter Article V Financial Procedures, Section 5.06 Amendments After Adoption, subsection (b) Emergency Appropriations: To meet a public emergency affecting life, health, property or the public peace, the Board of Selectmen may make emergency appropriations. Any such emergency appropriation shall be so declared in an emergency preamble thereto, separately voted on and receiving the affirmative vote of at least four of the full Board of Selectmen; and

WHEREAS, the bid specifications for a 3-year contract term for Winter Road Maintenance: Sanding, Salting, and Snowplowing was advertised in the Morning Sentinel Legal Ads on June 16, 2007; June 22, 2007; July 1, 2007. An advertisement was on the Town's Web Site Home Page and bid specifications were mailed to 2 local contractors; and

WHEREAS, the Town received one bid on July 9, 2007 and opened on July 10, 2007 from Nitram Excavation and General Contractor, Inc. for Year 1 price: \$183,924, Year 2 price: \$189,924, and Year 3 price: \$195,104; and

WHEREAS, the Town has negotiated with Nitram Excavation and General Contractor, Inc. the following Year 1 price: \$180,000, Year 2 price: \$185,400, Year 3 price: \$190,462; and

WHEREAS, the approved budget for FY 07 / 08 Account 07-008-07, Snowplow Contract is \$151,200; and

WHEREAS, not having a snowplowing contract due to lack of funds in the current approved budget for the Town of Clinton is sufficient reason to declare a public emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF CLINTON, that an emergency appropriation preamble is declared to meet a public emergency affecting life and property in the Town of Clinton if there is no contract for snow removal on public roads due to lack of funds.

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

Jeffrey Towne

Chester Nutting

Randy Clark

Stephen Hatch

Joseph Massey

AGENDA

ITEM

5. e.



Town of Clinton
27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

RESOLUTION 07-16

EMERGENCY APPROPRIATION TO MEET A PUBLIC EMERGENCY AFFECTING LIFE AND PROPERTY IN THE TOWN OF CLINTON BY USING ADDITIONAL REVENUE FROM THE STATE TO OFFSET AN INCREASED APPROPRIATION FOR THE FY 07/08 SNOWPLOW CONTRACT AND SALT ACCOUNT.

WHEREAS, Town of Clinton Charter Article V Financial Procedures, Section 5.06 Amendments After Adoption, subsection (b) Emergency Appropriations: To meet a public emergency affecting life, health, property or the public peace, the Board of Selectmen may make emergency appropriations. Any such emergency appropriation shall be so declared in an emergency preamble thereto, separately voted on and receiving the affirmative vote of at least four of the full Board of Selectmen. To the extent that there are no available, unappropriated revenues to meet such appropriations, the Board of Selectmen may authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals for any fiscal year shall be paid not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

WHEREAS, the emergency appropriation preamble has been voted and approved separately as Resolution 07-15; and

WHEREAS, the issuance of emergency notes is not required since additional State Revenue Sharing funds will be coming to the Town; and

WHEREAS, the Town of Clinton's FY 07/08 Projected Municipal Revenue Sharing has been increased to \$325,568.53 effective June 22, 2007; and

WHEREAS, the Town of Clinton's FY 07/08 Budget process projected \$286,000 in revenue account 01-334 State Revenue Sharing; and

WHEREAS, the approved budget for FY 07/08 Account 07-008-07, Snowplow Contract is \$151,200 and Account 07-008-08 Salt is \$400

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF CLINTON, that an emergency appropriation for the FY 07/08 budget is authorized as follows:

- Revenue Account 01-334: increase by \$39,000.
- Expenditure Account 07-008-07: increase by \$28,800.
- Expenditure Account 07-008-08: increase by \$10,200.

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

Jeffrey Towne

Chester Nutting

Randy Clark

Stephen Hatch

Joseph Massey

SNOWPLOWING COSTS: MUNICIPALITIES LESS THAN 4,000 POPULATION

7/18/2006

<u>TOWN</u>	<u>POPULATION</u>	<u>CONTRACT COST</u>	<u>ROAD MILES</u>	<u>COST PER MILE</u>	<u>SALT COST PER MILE</u>
Winterport	3,900	\$220,000	63	\$ 3,492	
Clinton	3,340	\$180,000	52	\$ 3,462	\$ 536
Belgrade	3,259	\$197,533	48	\$ 4,115	
Woolwich	2,810	\$143,143	31	\$ 4,617	
Manchester	2,608	\$151,800	34	\$ 4,464	
Lincolnton	2,042	\$102,400	33	\$ 3,103	
Newcastle	1,900	\$155,605	42	\$ 3,704	
LaMoine	1,568	\$90,000	24	\$ 3,750	

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5. f.

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

3-Year Term: October 15, 2007 to May 15, 2010

This contract is between the **Town of Clinton, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as "Board of Selectmen"), and **Nitram Excavation & General Contractor, Inc., 330 Neck Road, Benton, Maine** which is a corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is Winter Road Maintenance – Sanding, Salting, and Snow Plowing.

A. SERVICES: What, When, Where.

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

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

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

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

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

Total Winter Maintenance Miles: 52.00 Miles

B. INDEPENDENT CONTRACTOR.

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

C. PERFORMANCE REQUIREMENTS.

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

5. Contractor will provide and maintain in good working condition equipment which satisfies the following minimum requirements for each 3-years of the contract specified in paragraph A above: at least five (5) trucks ((three (3) trucks at a minimum 6 yard capacity and two (2) trucks at a minimum of 12 yard capacity)), complete with calibratable hooper sanders, truck mounted pre-wetting system ((on at least two (2) spreaders)), front plow and side wing plow. Contractor also agrees to furnish one (1) six yard truck with sander, front plow and side wing plow for back-up purposes and one (1) front end loader. All equipment must be operating during the storm when determined necessary by the Road Commissioner or Highway Foreman or replacement equipment must be available at no additional cost to the town.
6. Contractor agrees to provide sufficient sand and salt for all operations required by this contract but not less than 3,000 cubic yards. Prior to October 10th of each year of the contract, Contractor will deliver to the Town's Salt / Sand Shed at the Transfer Station the full amount of 3,000 cubic yards sand / salt mixture for placement inside the Salt / Sand Shed. Any sand / salt remaining outside the storage building will be screened and placed inside the shed. Contractor will be required to use the Salt / Sand Shed which has a capacity of 3,000 cubic yards which will provide a storage area for your salt and sand operations as required by this contract. Sand will pass through a ½" screen. The sand shall have a mixture ratio of 50 pounds of salt to each cubic yard of sand. A Town official will observe this mixing process. All sand / salt placed in Town's Salt / Sand Shed will become the property of the Town of Clinton. The Town will supply, store and cover at the salt / sand shed up to 400 tons of salt for ice / snow conditions.
7. Contractor will remove compacted snow and ice from roads listed in paragraph A above to the satisfaction of the Municipal Officers so that four (4) feet of pavement will be exposed on each side of the center line.
8. Contractor will reimburse the Town for the costs of replacement of guardrail posts, signs, signposts, or guard posts which are damaged by reason of snow removal operations under this agreement, if the Municipal Officers determine that such damage could have been avoided by the Contractor.
9. Contractor will perform duties for the Town before proceeding to private contracts.
10. Contractor will provide to the Town's Road Commissioner a list of equipment, list and map of plow routes, with assigned drivers and contact cell phone numbers in the plow trucks, not later than October 15 of each year of the contract. Road Commissioner will determine if plow routes meet the Town's priority of winter maintenance.

D. PAYMENT AND PERFORMANCE BOND.

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

E. INSURANCE.

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

F. INDEMNIFICATION.

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

G. ANNUAL FUEL ADJUSTMENT CLAUSE.

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

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

H. SUPERVISION AND CONTROL.

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

I. DISASTER.

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

J. BILLS AND CLAIMS.

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

K. BREACH OF CONTRACT.

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

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

L. PAYMENT SCHEDULE.

The Town of Clinton will pay a total of \$ 180,000 for 2007-2008, \$ \$185,400 for 2008-2009, and \$ 190,462 for 2009-2010. \$ 40,000 will be paid on completion of the sand / salt piles, but not before October 15 each year. The remainder of this contract will be paid in six (6) equal monthly payments, starting November 15, each year. The final payment will be held pending satisfaction of all damage claims. This schedule of payment may be modified in the event of a breach of contract.

M. RENEWAL.

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

N. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

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 24th day of July, 2007.

FOR THE TOWN OF CLINTON
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR
TOM MARTIN, ITS PRESIDENT

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

AGENDA

ITEM

5. g.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

July 24, A.D. 2007

To **Carroll DuBois** of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Planning Board 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 Planning Board within and for the Municipality of Clinton, such appointment to be effective from July 25, 2007 until June 30, 2009.

Given under our hand this 24th day of July, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Carroll DuBois who has been duly appointed by the Selectmen as a Planning Board 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

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

AGENDA

ITEM

5. h.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

July 24, A.D. 2007

To **Roger Barber** of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Personnel Advisory Board 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 Member of the Personnel Advisory Board within and for the Municipality of Clinton, such appointment to be effective from July 25, 2007 until June 30, 2010.

Given under our hand this 24th day of July, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Roger Barber who has been duly appointed by the Selectmen as a member of the Personnel Advisory Board 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.**

AGENDA

ITEM

5. i.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

July 24, A.D. 2007

To **Justin M. Coty** of Clinton the County of Kennebec and the State of Maine: There being a vacancy in the position of **Planning Board 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 Planning Board within and for the Municipality of Clinton, such appointment to be effective from July 25, 2007 until June 30, 2009.

Given under our hand this 24th day of July, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Justin M. Coty who has been duly appointed by the Selectmen as a Planning Board 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

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

AGENDA

ITEM

5.j.

PERMIT FOR POLE LOCATIONS

In Board of Selectmen
Clinton, Maine

ORDERED: That VERIZON NEW ENGLAND INC. (f.k.a. NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY) and CENTRAL MAINE POWER COMPANY be and is/are hereby authorized and permitted to erect and maintain poles and cables and wires to be placed thereon, together with such sustaining, supporting and protecting fixtures as said Companies may deem requisite, in, along, upon and across the public streets and highways of said Town as hereinafter designated, as requested in application of said Companies dated the 12th day of July 2007.

All construction under this permit shall be in accordance with the following specifications: The poles shall be located between the vehicular traveled section of the way and the limits of the highway, shall be set firmly in the ground, substantially at locations indicated upon the plan marked VERIZON NEW ENGLAND INC. No. 9ABCL4 dated July 12, 2007 filed with said application, and shall be of wood or other suitable material, and the cables and wires shall be run at the height of not less than 18 feet from the ground at highway crossings and not less than 15 feet from the ground elsewhere for electric cables and wires and/or not less than 8 feet elsewhere telephone cables and wires. All cables and wires to be maintained in accordance with standards of the National Electrical Safety Code. Following are the public streets and highways above referred to:

Mutton Lane Road, approximately 1670 feet northwesterly
of I-95 overpass... - 1 Pole

THIS PERMIT IS BEING GRANTED WITHOUT PUBLIC NOTICE BY PUBLICATION

It is further adjudged and voted that satisfactory proof of validity of the applicant's notice or procedures required by statute has been given upon the application of said Companies to erect poles with the cables and wires thereon in, along, upon and across the public streets and highways of Clinton, Maine, designated by this permit.

BOARD OF SELECTMEN, CLINTON, MAINE

PERMIT GRANTED

_____, 2007
This permit is recorded in the Records of the _____ of _____,
Book _____, Page _____

Clerk

9ABCL4

07/11/2007

15:54

2075223049

12-82
RCU-783 TO SH247
FROM SH 735 TO SKOWHEGAN

PITTSFIELD

BURNHAM

FAIRFIELD

CANAAN

CLINTON

BENTON

UNITY TWP.

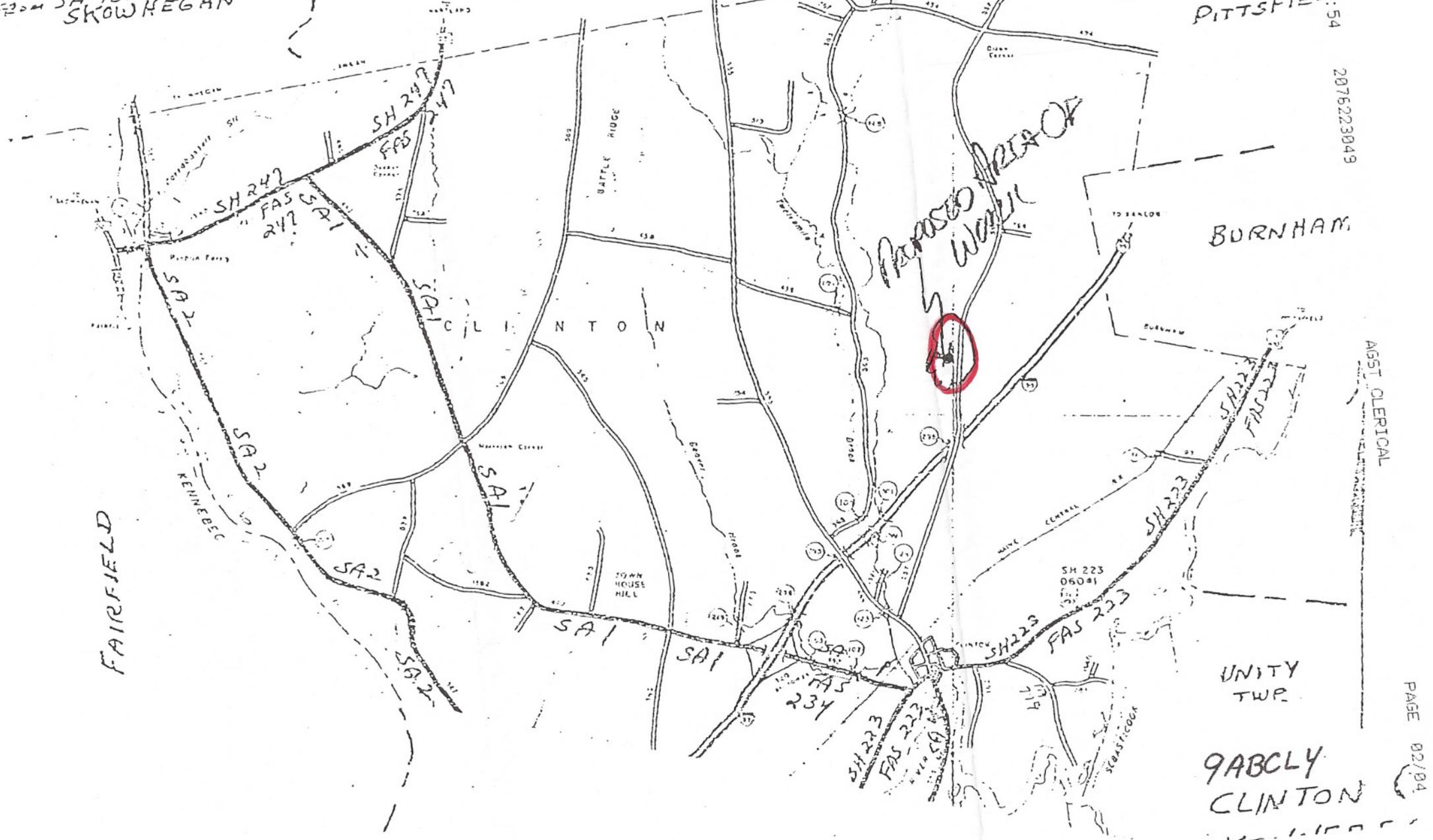
9ABCLY
CLINTON

PROPOSED AREA OF
WORK



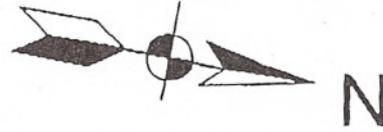
AGST. CLERICAL

PAGE 02/04



FORM 578-ME.
(4-83)

N. E. T. & T. Co. No. 9ABCL4 MUNICIPALITY CLINTON JULY 2007
PLAN FOR POLE LOCATION



296

44.66671N
069.49715W

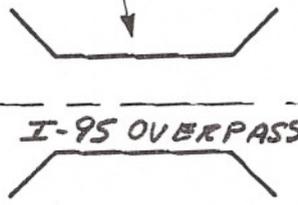
P 52
[51 1/2]

1670'

33'

MUTTON LANE ROAD
INV 557

22'



I-95 OVERPASS



RT-1 MUTTON LANE ROAD
PAVED ROADBED WITH 2' GRAVEL SHOULDER
ROAD WIDTH ~ 22'

ALL PLANT IS LOCATED WITHIN HIGHWAY LIMITS

LEGEND

● = POLE LOCATION

⊗ = POLE LOCATION - JOINT WITH

X = POLE

⊕ = CENTER LINE

{ } = CMP POLE NUMBER

⊗ = PEDISTAL POST LOCATION

[WS] = WARNING SIGN LOCATION

[MH] = MANHOLE LOCATION

— = BURIED CABLE/CONDUIT LOCATION

NO SCALE

DOT NO. _____

NO. _____

PREPARED BY DON SAWYER

CHECKED BY _____

PUBLISH _____

NON-PUBLISH _____

INITIAL PROPOSED FACILITIES TO BE:

POWER CO. = 7200 VOLTS Single PHASE. TEL. CO. = 2 CABLES

DISTANCES SHOWN ARE APPROXIMATE AND ALL SPANS MEASURED ALONG APPLICANT'S CONSTRUCTION CENTERLINE

PERMIT BY RULE

STATUTORY PROCEDURE