

AGENDA

ITEM

6. a.

**CLINTON BOARD OF SELECTMEN
TUESDAY OCT 23, 2007
6:30 P.M.
SELECTMEN'S ROOM, TOWN OFFICE**

MINUTES

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

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

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

COMMENTS / QUESTIONS FROM THE PUBLIC CONCERNING MATTERS NOT RELATED TO ITEMS ON THE AGENDA. THE BOARD'S RULES OF PROCEDURE HAS IMPOSED A 15 MINUTE TOTAL TIME LIMIT.

ACTION ITEMS:

Approval of Selectmen's Minutes-October 9, 2007.

Randy moved Board approve the minutes from October 9, 2007. Second by Chet, 4-0 vote yes.

Protocol for the Use and Distribution of the Brown and Gibson Trust Funds.

Randy moved Board sign the Protocol for the Use and Distribution of the Brown and Gibson Trust Fund. Second by Chet, 4-0 vote yes.

Memorandum of Agreement between the Town of Clinton and the Trustees of the Brown Memorial Library.

Randy moved the Board sign the Memorandum of Agreement between the Town of Clinton and the Trustees of the Brown Memorial Library. Second by Chet, 5-0 vote yes.

Board acceptance of donations to the library in memory of Caroline Hotham from, Myron and Theresa Whittaker for \$10.00, Joyce Rowe for \$20.00, Betty Thrasher for \$10.00, Anna Gerald for \$50.00, and Scott and Kimberly Bumford for \$25.00.

Randy moved Board accept the following donations to the library in memory of Caroline Hotham from, Myron and Theresa Whittaker for \$10.00, Joyce Rowe for \$20.00, Betty Thrasher for \$10.00, Anna Gerald for \$50.00, and Scott and Kimberly Bumford for \$25.00. The Board further authorizes the \$115.00 in total donations to be received in library revenue account 10-004. Donations and the library expenditure account 10-002-38 Books be increased by \$115.00. Second by Chet, 4-0 vote yes.

Agreement between the State of Maine, Department of Public Safety and the Town of Clinton for public safety answering point services. Cost is \$2.50 per capita for a total of \$8,350.00

Randy moved Board authorize the Chair, Board of Selectmen, to sign the Agreement between the State of Maine, Department of Public Safety and the Town of Clinton for public safety answering point services. Second by Chet, 4-0 vote NO.

Agreement between Somerset County Communications Center and the Town of Clinton for PSAP (Public Safety Answering Point) Call Handling. Cost is \$1.00 per capita for a total of \$3,340.00.

Randy moved Board authorize the Chair, Board of Selectmen, to sign the PSAP Call Handling Agreement between Somerset County Communications Center and the Town of Clinton for Somerset County PSAP Transfer to Waterville Regional Communications Center for the Town of Clinton. Second by Chet, 4-0 vote yes.

Resolution 07-20: Town Manager's submission to the Board of Selectmen, pursuant to Town Charter 5.04(a), the 5-Year Capital Improvement Program.

Randy moved Board adopt Resolution 07-20. Second by Chet, 4-0 vote yes.

Notice of Hearing pursuant to 17M.R.S.A. § 2851 Dangerous Building at 481 Mutton Lane, Map 8, Lot 1.

Randy moved Board sign the Notice of Hearing pursuant to 17M.R.S.A. § 2851 Dangerous Building at 481 Mutton Lane, Map 8, Lot 1. Second by Chet, 4-0 vote yes.

Resolution 07-21 Board acceptance of the Audit Report.

Randy moved Board adopt Resolution 07-21. Second by Chet, 4-0 vote yes.

DISCUSSION ITEMS:

Discussion on Dangerous building located on Horseback Rd, CEO will be asked to further investigate to find out owners of property.

SUPPLEMENTS AND ABATEMENTS:

Randy moved Board accept abatement 2007-25, for Personal Property of AW Chaffee, in the amount of \$390.05. Second by Chet, 4-0 vote yes.

TOWN MANAGER'S REPORT:

TM recommends changing Insurance Companies from Anthem Blue Cross Blue Shield to MMA Health Trust. Comparison Sheet Attached. Chet moved Board approval of insurance change from Anthem Blue Cross Blue Shield to MMA Health Trust as of December 1, 2007. Second by Randy, 4-0 vote yes.

TM submitted copy of letter Linda Raven sent to State of Maine concerning the conditions at the Transfer Station and Highway Department. As a result of the letter the DEP was sent to do an inspection

of both facilities. DEP sent a letter to the town with a list of recommendations that need to be done. Letters attached.

TM notified Selectmen concerning a correction on the judge's order against Mr. Wells giving him a deadline of November 13, 2007. See attached order.

OLD / NEW BUSINESS:

NONE

WARRANT:

Randy move to approve warrant # 28 in the amount of \$256,364.25,
Second by Chet, 4-0 vote yes.

NEXT AGENDA ITEMS:

Public Hearing on Dangerous Building.

Mowing Specifications.

Lot next Door to McIntyre Property.

EXECUTIVE SESSION:

Randy moved Board enter into Executive Session pursuant to 1M.R.S.A.
§ 405 (6) (a) to discuss a personnel matter to review Police Chief
applications. Second by Chet, 5-0 vote yes.

Randy moved Board exit Executive Session. Second by Chet, 4-0 vote
yes.

ADJOURN: Joe moved Board adjourn, Second by Chet, 5-0 vote yes. 8:30 p.m.

Respectfully submitted,

Holly Stebbins
Deputy Town Clerk

AGENDA

ITEM

6. b.

Maintenance Contract

Transco Business Technologies

56 Leighton Rd
 Augusta, Maine 04330
 800-452-4657 207-622-6251

EFFECTIVE FROM

11/18/07 TO 11/18/10

Make/Model	Serial Number	Meter	ID Tag	Location	Amount
SAVIN 2518D	H6826802772	43609	BL057		\$399.00
					First Year
shipping and handling	charge for supplies billed at	\$18.95			\$18.95/yr
PLEASE SIGN AND	RETURN ONE COPY TO	TRANSCO			

SPECIAL PROVISIONS*

THIS CONTRACT IS FOR 3 YEARS AND INCLUDES 25,000 COPIES ANNUALLY. ONCE USAGE EXCEEDS THAT QUANTITY, IT WILL BE CALCULATED AND INVOICED AT .016 PER COPY. THIS AGREEMENT WILL LOCK IN A MAXIMUM 5% INCREASE PER YEAR. THIS AGREEMENT INCLUDES ALL PARTS, LABOR AND BLACK TONER. THIS AGREEMENT DOES NOT INCLUDE PAPER, STAPLES, AND COLOR TONER.

**I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF COVERAGE UNDER THIS SERVICE PLAN. THE ADDITIONAL TERMS AND CONDITIONS OF THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. THESE CONDITIONS CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN TRANSCO BUSINESS TECHNOLOGIES AND MYSELF AND NO OTHER WRITTEN OR ORAL REPRESENTATIONS BY ANY OTHER PARTY SHALL BE BINDING UPON TRANSCO BUSINESS TECHNOLOGIES*

Jeffrey Towne Chair, Board of Selectmen
 Authorized by Position P.O. Number

November 13, 2007
 Date

BROWN MEMORIAL LIBRARY

For (invoice to)
27 BAKER ST
 Address
CLINTON, ME 04927
 (City, State Zip Code)

Dawn Keal
 Transco Representative

TBT MAINTENANCE AGREEMENT

1. **Renewal:** Transco Business Technologies (TBT) will automatically renew this agreement every year for successive one-year periods unless Buyer cancels in writing by said anniversary date.
2. **Cancellation:** In addition to the rights of termination contained in paragraph 1, Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charged as set forth in paragraph 3. In addition to its rights of termination provided for elsewhere in this agreement, TBT may cancel this agreement upon ten (10) days written notice if Buyer fails to pay amounts due to TBT, according to this agreement.
3. **Liquidated Damages:** In the event of Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay to TBT, the following amount as reasonable liquidated damages (and not as a penalty) for each breach hereof:
 - a. During the first six months of the initial period, six minimum monthly MA charges.
 - b. At any time thereafter, three times the Buyer averages monthly MA charge.
4. **Default:** If Buyer shall default in the performance of any obligation hereunder, and such default remain uncured for seven days, TBT, may cancel this agreement upon seven days written notice and charge Buyer according to the formula contained in paragraph 3 above and for the reasonable value of unconsumed parts and supplies not returned to TBT. After such notice on cancellation, TBT shall have no further obligation to perform pursuant to this agreement.
5. Buyer agrees not to relocate the equipment subject to the MA portion of this contract outside of TBT servicing area and, in the event of such relocation, Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph 3 and for unconsumed parts and supplies as set forth in paragraph 4.
6. **Disclaimer:** TBT expressly disclaims any duty as an insurer of the Equipment herein, and Buyer shall pay for all costs of repair and parts or replacement of the equipment caused by an casualty, theft, or negligent act of Buyer or Buyer's agents, which specifically includes abuse or misuse of the equipment, and service conducted by personnel other than those of TBT
7. **Retained Title:** Title to all supplies furnished hereunder, including consumable parts such as drums, remain with TBT until said supplies or parts are consumed to the extent they may not be further utilized in the copy making process.
8. **Assignment:** No assignment of any rights there under shall be valid as to TBT unless consented to in writing in advance by same.
9. **Complete Agreement:** Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories, in-shop reconditioning or major modifications to the equipment, or relocation of said Equipment within or outside TBT's servicing area.
11. If TBT does not receive the current month copy count, the current month MA charges will be an average of the prior three months of MA charges.
12. Buyer shall pay all of TBT costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto, or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought. Buyer agrees that proper venue of any action at law or in equity brought by TBT to enforce its rights hereunder may be brought in a court of competent jurisdiction in Maine.
13. **Warranty:** TBT represents and warrants for a period of 90 days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

TBT SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on reverse side of contract, to be delivered at accepted intervals in quantities as usage history dictates as determined by TBT and additional deliveries as required.
4. Have the right to increase the MA rate at the beginning of each renewal term.
5. Furnish emergency service calls as reasonably requested during normal working hours (8:00 a.m. to 5:00 p.m. daily), excluding Saturdays, Sundays and holidays.

BUYER SHALL:

1. Promptly notify TBT of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow TBT access to clean, inspect or repair the Equipment at any time during reasonable business hours.
4. Provide TBT true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

AGENDA

ITEM

6. c.

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

**Bid Specifications for a
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 **Proposed Contractor** which is a partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is 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 in six (6) equal installments, as follows:

_____ on or before August 1 of each contract year.

_____ on or before September 1 of each contract year.
_____ on or before October 1 of each contract year.
_____ on or before May 1 of each contract year.
_____ on or before June 1 of each contract year.
_____ on or before 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 ____ day of _____, 2007.

FOR THE TOWN OF CLINTON
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

BID PROPOSAL FORM

TOWN of CLINTON

Mowing, Trimming, and Lawn Care Maintenance
For Town Cemeteries

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

**BIDDER NAME:
& ADDRESS** _____

PHONE # _____

Submit bid proposal form in a sealed envelope. Mark outside of envelope "Mowing Bid for Town Cemeteries". Bids opened at the December 11, 2007 Board of Selectmen's meeting.

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

DUE DATE: Wednesday, December 5, 2007
No later than 3:00 PM

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

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

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

<u>YEAR</u>	<u>TOWN CEMETERIES</u>
July 1, 2008 to June 30, 2009	\$ _____
July 1, 2009 to June 30, 2010	\$ _____
July 1, 2010 to June 30, 2011	\$ _____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance within 60 days of signing a contract.

Signed: _____

Date: _____

Title: _____

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.

MEMORANDUM

From: Keith Graham, Cemetery Committee Chairman

To: James W. Rhodes, Town Manager

Date: October 11, 2007

Enclosures: Copy of 5 year CIP for the cemetery (as approved by committee)
Cemetery Mowing Contract Specifications (as approved by committee)

AGENDA

ITEM

6. d.

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

**Bid Specifications for a
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 **Proposed Contractor** which is a partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes your employees and agents. The subject of this contract is 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 in six (6) equal installments, as follows:

- _____ on or before August 1 of each contract year.
- _____ on or before September 1 of each contract year.
- _____ on or before October 1 of each contract year.
- _____ on or before May 1 of each contract year.
- _____ on or before June 1 of each contract year.
- _____ on or before 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 ____ day of _____, 2007.

FOR THE TOWN OF CLINTON
ITS BOARD OF SELECTMEN

FOR THE CONTRACTOR

Jeffrey Towne, Chairman

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

BID PROPOSAL FORM

TOWN of CLINTON

Mowing, Trimming, and Lawn Care Maintenance
For Town Hall Area, Recreation Properties, and Library
Contract Term: July 1, 2008 to June 30, 2011
3-Year Contract

**BIDDER NAME:
& ADDRESS** _____

PHONE # _____

Submit bid proposal form in a sealed envelope. Mark outside of envelope "Mowing Bid for Town Hall, Recreation, and Library Properties". Bids opened at the December 11, 2007 Board of Selectmen's meeting.

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

DUE DATE: Wednesday, December 5, 2007
No later than 3:00 PM

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

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

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

<u>YEAR</u>	<u>Town Hall Area</u>	<u>Recreation Properties</u>	<u>Library</u>
July 1, 2008 to June 30, 2009	\$ _____	\$ _____	\$ _____
July 1, 2009 to June 30, 2010	\$ _____	\$ _____	\$ _____
July 1, 2010 to June 30, 2011	\$ _____	\$ _____	\$ _____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance within 60 days of signing a contract.

Signed: _____

Date: _____

Title: _____

AGENDA

ITEM

6. e.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Pamela Violette** of Sidney, Kennebec County and the State of Maine: There being a vacancy in the position of **General Assistance Administrator**, 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 General Assistance Administrator within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2008.

Given under our hand this 13th day of November, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Pamela Violette who has been duly appointed by the Selectmen as a General Assistance Administrator in said Municipality, and took the oath necessary to qualify her to discharge said duties for the term specified above according to law. Before me,

_____ Municipal Clerk

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

AGENDA

ITEM

6. f.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Melissa Zawistowski** of Clinton, Kennebec County and the State of Maine: There being a vacancy in the position of **Parks and Recreation 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 Parks and Recreation Board within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2009.

Given under our hand this 13th day of November, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Melissa Zawistowski who has been duly appointed by the Selectmen as a Parks and Recreation Board Regular Member in said Municipality, and took the oath necessary to qualify her to discharge said duties for the term specified above according to law. Before me,

_____ Municipal Clerk

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

TOWN OF CLINTON

COMMITTEE LETTER OF INTENT

DATE: 11-05-07

NAME: Melissa Zawistowski

PHONE: 4269116

ADDRESS: 82 Pleasant St

COMMITTEE OR BOARD OF INTEREST:

Parks and Rec.

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

I am an alternate at this time and would like to be more involved.

I was previously on the board at the library.

AGENDA

ITEM

6. g.

MUNICIPAL QUITCLAIM DEED

The Inhabitants of the Municipality of Clinton, a body corporate, located at Clinton, County of Kennebec and State of Maine, for consideration paid, release to Jon H. Whitten Sr. of Clinton, County of Kennebec and State of Maine, all right, title and interest in and to the property situated in Clinton, County of Kennebec and State of Maine, acquired by municipal tax lien assessed against Lebert Whitten, predecessor in title, and recorded on June 13, 1934 in the Kennebec County Registry of Deeds in Book 703 Page 130.

The said Inhabitants of the Municipality of Clinton have caused this instrument to be signed in its corporate name by Jeffrey Towne, Stephen Hatch, Randy Clark, Chester Nutting, Joseph Massey, its Selectmen, thereunto duly authorized, this 13th day of November 2007.

Signed, Sealed and Delivered
in the presence of

Witness

Jeffrey Towne

Stephen Hatch

Randy Clark

Chester Nutting

Joseph Massey

STATE OF MAINE
COUNTY OF KENNEBEC

November ____, 2007

Then personally appeared the above-named _____
_____ and acknowledged the foregoing instrument
to be their free act and deed in their said capacity and the free act and deed of said corporation.

Before me,

Notary Public



AGENDA

ITEM

6. h.



Town of Clinton

27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

amended

BOARD of SELECTMEN
Organizational and Directive Document
for the
Town Garage Advisory Committee

COMMITTEE ORGANIZATION

Type of Committee: The Town Garage Advisory Committee is an advisory committee to the Board of Selectmen required to provide information and options regarding a new Town Garage. The committee has a specified life span. The committee is disbanded 90 days after recommendation is presented to the Board of Selectmen.

Number of Members: Minimum 5 4 and Maximum 7.

Residency Requirement: Clinton residents only.

Qualifications of Members: Previous experience in construction engineering or design, building trades, building cost estimates, public works organizations, business management, building codes.

Appointment Process: Board of Selectmen will accept letters of interest from residents specifying their experience and desire to serve on the Town Garage Advisory Committee. Board will advertise for interested persons, review letters of interest, and make formal appointments at a Board of Selectmen meeting when a minimum of four (4) ~~five (5)~~ appointments are achieved.

Committee Organizational Structure: The Committee's first meeting will elect a Chair, Vice-Chair, and Secretary. The Chair will conduct the meetings according to Robert's Rules of Order. The Vice-Chair will conduct the meetings in the absence of the Chair. The Secretary will take and prepare the minutes of the meeting.

Quorum: A four (4) member committee will have a quorum of 3 to conduct a meeting. A five (5) member committee will have a quorum of 3 to conduct the meeting. A six (6) member committee will have a quorum of 4 to conduct the meeting. A seven (7) member committee will have a quorum of 5 to conduct the meeting.

Meeting Agendas: The Chair will develop each meeting agenda and post a copy of the agenda on the Town Office bulletin board at least five (5) days before the



Town of Clinton

27 Baker Street

Clinton, ME 04927

426-8511 phone

426-8323 fax

meeting. The Chair will provide a copy of the agenda to the Town Clerk for the Committee's file in the Town Vault.

Meeting Minutes: The Committee shall maintain written records of meetings, including the results of all motions and votes. One copy of the minutes of each meeting shall be filed with the Town Clerk within ten (10) working days after approval by the committee.

Public Meetings: Committee shall hold meetings that are open to the public and issue notice of meetings, including items of discussion.

Meeting Location: Meetings will be held in the Town Hall. The Chair will schedule with the Deputy Town Clerk the use of the Community Room or Selectmen's Room at least two (2) weeks in advance. The Chair will sign for a key to the entrance door and room.

COMMITTEE DIRECTIVE

The Town Garage Advisory Committee will conduct committee meetings and seek public input to review, research, develop conceptual plans, and estimated cost estimate for various options for a Town Garage that meets the current and future requirements.

Options to be Considered:

- Construction of a new Town Garage on Town owned property.
- Purchase of an existing structure in Town that meets the current and future requirements of a Town Garage.
- Lease with option to purchase of an existing structure that meets the current and future requirements of a Town Garage.

Special Consideration for Facility Needs:

- 3,000 square feet of building space.
- 3-bay doors (14' x 14' each door).
- Office space.
- Parts and equipment storage.
- Ability to expand in future.
- Yard space for storage of culverts, gravel, loam, etc.
- Fenced yard space.
- Meets Building Codes, OSHA, and DEP requirements.



Town of Clinton
27 Baker Street

426-8511 phone

Clinton, ME 04927

426-8323 fax

- Heat, water and sewer.

New Construction Locations to be considered:

- Town land off of Old Leonard Wood Road close to Bangor Road.
- Addition to the back of the Town Office.

New Construction Types:

- Stick built
- Steelbuilding

Public Hearings: The committee will conduct at least two (2) public hearings. One (1) to seek input at the beginning of the process and one (1) to review proposals and seek input before final submission to the Board of Selectmen.

Conflict of Interest: Members of the Committee will be prohibited from bidding on any future new construction of a Town Garage that is put out to bid as a result of the committee's work. Members of the committee must divulge to the committee and to the Board of Selectmen any personal ownership of property, either individually or jointly, in the Town of Clinton.

Report and Recommendations Due: A report of the committee's work to include meeting dates and summary of meetings, public input, options pros & cons, estimated cost for each option and recommendation are due to the Board of Selectmen not later than **Tuesday, August 12, 2008 at 6:30 PM.**

ORDERED, SIGNED and SEALED this 13th Day of November, 2007 by the Board of Selectmen:

Jeffrey Towne, Chairman

Chester Nutting

Steven Hatch

Joseph Massey

Randy Clark

AGENDA

ITEM

6.i.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Bruce Bean** of Clinton, Kennebec County and the State of Maine: There being a vacancy in the position of **Town Garage Advisory Committee**, 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 Town Garage Advisory Committee within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2009.

Given under our hand this 13th day of November, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Bruce Bean who has been duly appointed by the Selectmen as a Town Garage Advisory Committee 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.

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

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Jeffrey Pierce** of Clinton, Kennebec County and the State of Maine: There being a vacancy in the position of **Town Garage Advisory Committee**, 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 Town Garage Advisory Committee within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2009.

Given under our hand this 13th day of November, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Jeffrey Pierce who has been duly appointed by the Selectmen as a Town Garage Advisory Committee 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.

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Ray Pickering** of Clinton, Kennebec County and the State of Maine: There being a vacancy in the position of **Town Garage Advisory Committee**, 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 Town Garage Advisory Committee within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2009.

Given under our hand this 13th day of November, 2007.

By The Board of Selectmen of Clinton, Maine

STATE OF MAINE

County of Kennebec

_____, 2007

Personally appeared the above named Ray Pickering who has been duly appointed by the Selectmen as a Town Garage Advisory Committee 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

Selectmen's Office

MUNICIPALITY OF CLINTON

November 13, A.D. 2007

To **Roger Barber** of Clinton, Kennebec County and the State of Maine: There being a vacancy in the position of **Town Garage Advisory Committee**, 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 Town Garage Advisory Committee within and for the Municipality of Clinton, such appointment to be effective from November 14, 2007 until June 30, 2009.

Given under our hand this 13th day of November, 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 Town Garage Advisory Committee 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.**