



**TOWN OF CLINTON**  
**Selectmen's Meeting Minutes**  
**May 14th, 2024**

1. **CALL TO ORDER** Chairman Towne called the meeting to order at 6:33 PM
2. **PLEDGE OF ALLEGIANCE** Chairman Towne opened the meeting with the Pledge of Allegiance to the United State of America
3. **SELECTMEN PRESENT/ QUORUM:** Jeffrey Towne, Chairman, Stephen Hatch, Vice Chairman, Ronnie Irving, Brian Bickford, and Michael Hachey
4. **ACTION ITEMS:**
  - a. **Approval of Selectmen's Meeting Minutes – April 23, 2024**

Motion to approve by Selectmen Irving  
Seconded by Selectmen Hachey  
Motion carried 5-0
  - b. **Maine DOT overlimit construction permit**
    - Chaiman Towne – this discussion is carried over from last meeting in regard to the River Rd. project.
    - TM had a conversation with George McDougal – TM explains that by the Selectboard signing, the town agrees to work with a State selected contractor for the over the road stuff.
    - Selectmen Bickford asks if we were told what the limit is – TM says they don't know, because no one has been hired to do the job yet. This is only for committing to work with the contractor.
    - TM says that the Selectboard could sign it and not allow them to be over the limit; Selectmen Irving asks how, due to the issue with Peaks Renewable, TM does not have the answer at that time.
    - Chairman Towne – Letter from DOT dated 3/17/2024 refers to: "State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads." Chairman Towne ask if we have any current postings – Selectmen Irving says Johnson Flat Rd. is posted all the time.
    - Chairman Towne says that the contents of letter are rather meaningless in regard to the town's posting ordinance. TM explains that often the contractors will go underweight.
    - Selectmen Irving says he wants to do a bond; TM says there is paperwork to do the bond. TM explains that the paperwork states the State will provide help in determining the amount needed for a bond. Chairman Towne asks if the town is required to obtain a bond? Continues to say that,

in fact: “a few municipalities have required construction bonds, it is a matter of risk management.”

- Chairman Towne asks: if used, what amount should be required?  
Chairman Towne reads: “Previous Maine DOT letters used to speak about maximum bond amounts of \$14,000 per mile of travel lane, however the statutes have no maximums. The Maine DOT will assist in providing a bond amount estimate if so requested.”
- Selectmen Irving disagrees with the \$14,000/mile, because \$14,000 will not cover the repairs for the damages, when it costs around \$100,000/ mile for paving.
- TM says there is paperwork to sign for two projects: (1) River Rd. and (2) Route 23 (from Hinckley Bridge towards Canaan).
- TM says part of the motion is to require TM to negotiate a bond with DOT.
- Selectmen Irving believes that the Route 23 project would not include Pishon Ferry Rd. since it is a little side road, most likely using the Gustafson Rd. or the East River Rd.
- Chairman Towne asks if there is motion to approve the Maine DOT agreement concerning construction overweight permits – Selectmen Irving is not in favor.
- Chairman Towne quotes: “The municipalities may require the contractor to obtain a satisfactory bond to cover the cost of any damages that might occur as the result of the overlimit loads.” Selectmen Hachey asks if the town can set the amount of the bond to cover – Selectmen Irving responds that he believes so, however the State’s recommendation of \$14,000/mile isn’t plausible. Selectmen Hatch notes that the State didn’t have a set maximum amount.
- Town is not paying for the pavement of Route 23; this document with the DOT is asking for permits to use the town roads to access Route 23.
- Chairman Towne ask for a motion to table this matter.

### **c. Code Enforcement Officer Appointment**

- TM explains the interview process for hiring a Code Enforcement Officer/ Facilities Maintenance person; TM and the Town Clerk decided on Thursday, May 2, 2024 to hire Brock Frederick.
- Brock Frederick introduces himself – last 15 years in law enforcement; started his own construction company a year ago.
- Chairman Towne asks about his CEO credentials – TM explains that Frederick has a year to obtain his licenses.
- TM appoints Frederick to everything except for CEO, the Selectboard must confirm TM appointing Frederick as CEO.

- Selectmen Irving asks if TM has to do the inspections until Frederick gets his license – TM says Frederick can do everything now that a CEO does, but he has up to one year to become certified. TM says Frederick has been reading through everything since being hired.
- Selectmen Hachey asks if he will be able to handle the nuisance property located on the Bangor Rd. – TM says Frederick has already seen the place. Furthermore, his background in law enforcement stood out in the interview process, giving Frederick the know-how to deal with people in those types of situations.
- Chairman Towne asks for a motion to approve of the appointment of Brock Frederick as CEO  
 Moved by Selectmen Hachey  
 Seconded by Selectmen Hatch  
 Motion carried 5-0

**d. Office Copier Contract**

- Toshiba (company) was the prior town office copier.
- TM explains: Kyocera does everything needed for office operations; however, the reason the monthly payment is substantially more is because \$12,000 is owed on the lease. Toshiba is willing to cut a check to pay that off, but it will be added on to the town's lease. The yearly lease would then be over \$6,000, an amount beyond what the TM can approve; it was also not budgeted. Chairman Towne asks what is in the budget – TM responds that he thought there would be a buyout, so he budgeted for \$2,500. The total cost of everything would create a debt since there is not enough.
- Chairman Towne asks why the town would pay \$12,000 if the town office could not be given a decent piece of equipment – TM says he has made that argument and was told it is because the town is paying the leasing company, not the company (Kyocera). The leasing company pays Kyocera upfront for the copier then the town pays off the leasing company; essentially there is no way out of it unless the town takes a legal route. TM further explains that the previous town manager took it upon himself to change copiers and was not authorized by the Selectboard, therefore theft charges would have to be filed.
- Selectmen Irving asks if there is warranty – TM has repeatedly called; a person showed up and never returned to fix the issues.
- TM says he did not pay February's bill, which resulted in an upsetting call from Kyocera.
- Selectmen Bickford notes that if Kyocera cannot fix it then they are not holding their end of the bargain. Selectmen Irving asks again about any warranties in the paperwork – TM responds that there was very little. It's an old machine with 100,000 prints already; it was not a new machine the office got.

- Chairman Towne asks if there is a way to hire a service person to fix the copier's issues – TM says the town's IT department did do some work on it to have it print regularly.
- Ken Paul (audience) asks: "Do one or two parties need to file a breach of contract for a lawsuit?" TM says that is what he was told. Ken Paul: "Or would it be easier for us to stop paying and allow them (Kyocera) to do it (file for a breach of contract)?" TM responds that is something the Selectboard would have to decide.
- Chairman Towne asks if there is a service repair person to pay, so the town does not end up paying \$7,000/year for a copier based on a \$12,000 buyout. TM responds that Toshiba would take the Kyocera copier and use it for parts.
- Ken Paul asks what would be the price if there was not a buyout? TM says he was not given that price.
- Chairman Towne asks: since it is a lease, is Kyocera responsible for repairing it? TM says that Kyocera is responsible for the maintenance. Chairman Towne notes that there is a lease payment in the warrant and a payment to Kyocera – TM says the payment to Kyocera is the service contract (\$20.00). Selectmen Irving comments: "if we have a service contract, then send someone to fix it." TM says they have not responded to his efforts. Chairman Towne says to document his (TM) efforts; TM says he has the e-mails for proof.
- Selectmen Hachey asks what the lease payment would be without that \$12,000? TM says it was not calculated for him.
- Chairman Towne says that based on the Selectboard's reaction, it is not agreeable to pay the \$12,000 when it appears to be a breach of contract. Selectmen Irving advises the TM to highlight in an e-mail (from the TM to Kyocera) that they are.
- Chairman Towne says to table the matter.

**e. Transfer Station Truck Prices**

- TM presents two prices for two vehicles; one was \$12,000 (2016 GMC) and second, a proposal from the bank to finance the other truck (2018 Ford F-150 with 107,000 miles). The current truck is not legal, it did not pass inspection (Bug -N- Joe's and Dostie's Towing), yet it is still being used. It will pass inspection with \$3,000 worth of work. TM told Transfer Station Director James Gerow to stay under \$20,000 when looking for used trucks. TM and Gerow's recommendation is the 2018 Ford because: two years newer, significantly less number of miles, and can get 8-9 years out of it. Furthermore, since it is a lease through the town's bank, they can put off the payments until May of 2025, but TM may be able to push it back to July of 2025, so it would be beyond the budget year.
- Selectmen Irving notes the closing date of May 16, 2024 and the first payment of May 16, 2025 – TM says that the TM would sign paperwork

on May 16, 2024 and get the truck now with the first payment due May 16, 2025. Selectmen Hatch asks if it will accrue interest from May 2024 to May 2025 – TM says no, the bank has created this leasing program to benefit towns.

- A lease does not require the vote of the town, although it can be put on the ballot for next year. If for some chance it did not pass, then the town would give the truck back to the bank.
- It is a 3-year lease, the town would be able to pay it off.
- Selectmen Hachey asks what the newer truck would be used for – Gerow says for trash, bottles, and copper wire.
- Gerow points out that the current truck (a 2008) was bought for \$1,500 and got almost three years out of it; Selectmen Hachey proposes a truck he knows is for sale – a 2003, full cab, 4-wheel drive, plow hook-up for \$3,500 and possibly get three years out of it.
- TM explains that if the Selectboard goes with the bank lease, he asks that he be authorized to sign with the bank on the contingency that they will allow the town to make the first payment in July 2025.
- Selectmen Irving asks if there is enough money in the replacement of equipment for the Transfer Station (current budget) – TM says: no because of the cement pad, that will take most of the money this year (possibly \$25,000).
- Selectmen Irving asks Gerow how many times a year he goes to Oakland for the copper wire – Gerow says three or four times. Selectmen Irving notes that Gerow is averaging \$1,000-\$1,200 per load, which is extra revenue Gerow is bringing in (General Funds).
- Selectmen Hachey asks if that purchase has to go through the voters – TM says: no, because it is a lease, not a General Obligated Bond. If it was put to vote, and that line was voted down, the truck would be given back. Chairman Towne asks what line the lease would be under – TM says the debt service. Chairman Towne says we do not have the money in the debt service to handle this obligation; TM says: currently no, what we have is the road bond (Skowhegan Savings Bank).
- Selectmen Hatch asks if there is a payout at the end of this – TM says we buy it for a dollar.
- Selectmen Irving asks if a three-year lease is considered long term – TM responds that he has done leases in other towns for 10 years; lawyer said the town did not have to vote on it.
- Selectmen Irving asks Gerow what he has on the agenda next year for project, money-wise – Gerow says pavements. Selectmen Irving asks to confirm that \$25,000 was put in maintenance for next year to possibly get into – TM confirms yes, and that there will be money left over from this year, if what was talked about earlier happens.

- Chairman Towne quotes: “p. 19, section 5.07, subsection E., which states that the TM can not obligates funds that have not been appropriated. TM responds: “currently no, but if we pay it in July of 2025, we do.”  
Chairman Towne asks if the town needs to wait to see if it passes the town meeting – TM says the way he was looking at it was that it is not legally obligating us to paying. Selectmen Irving says it is because with the TM signing, the town will. TM says there is no penalty in giving the truck back and not paying.
- Chairman Towne says: “the point is, we do not have the money right now to agree to this obligation.” TM responds that the town also does not have a legal vehicle either. Chairman Towne says we can only spend what the town meeting appropriates. TM asks if it says that it “authorizes the Selectmen to make payments from the overlay to pay for payments.”
- Chairman Town says to table it until after the town meeting vote.  
Chairman Towne says it’s not worth \$3,000 for getting the truck repaired. Selectmen Irving says he thinks it would be worth it if it gets them by another year to find something. Selectmen Hatch asks Gerow who would do the work – Gerow says Bug-N-Joe’s or Dostie’s Towing. TM adds that both shop’s list of work needing to be done is not the same; Gerow explains the differences between the lists.
- TM notes that no action is taken at this moment; Chairman Towne says it needs to go through the budget process. The idea is to be rejected since there is not enough funds to draw from to cover the obligation. Chairman Towne adds that the town can find the \$2,600 to fix the current vehicle.

**f. Resignation of Joy Jandreau – Library Trustee**

- TM asks the Selectboard to accept the resignation of Joy Jandreau – Library Trustee.
- Chairman Towne says that the Selectboard has to declare a vacancy. TM says the board of trustees is working on getting a name to fill the vacancy for the remainder of the term.
- Chairman Towne quotes: “2.09 Vacancies c. other elected boards for appointed offices when there [Chairman Towne notes that this section is about schoolboard officials, nothing about library trustees] the board of Selectmen shall appoint a person with sufficient demonstration of skills or experience to fill the vacancy for the remaining term of that position.”  
Chairman Towne assumes this would also apply to the board of trustees since it is an elected position.
- Chairman Towne ask for a motion to accept the resignation of Joy Jandreau – Library Trustee and declare a vacancy  
Moved by Selectmen Bickford  
Seconded by Selectmen Irving  
Motion carried 5-0

**g. Selectboard Vote and Sign School Warrant**

- Chairman Towne ask for a motion to execute the warrant and notice of election of the school budget referendum of SAD #49  
Moved Selectmen Irving  
Seconded by Selection Hatch  
Motion carried 5-0

## 5. DISCUSSION ITEMS:

### a. Petition for the serving of Alcohol in Clinton

- TM presents two petitions: Petition 1 was for the serving of alcohol Monday through Saturday and Petition 2 for the serving of alcohol Monday through Sunday.
- There were 30 certified Clinton voters, plus a number of non-resident signatures.
- This will be put on the November 2024 ballot.

### b. Special Revenue/ Reserve Account Discussion

- Chairman Towne mentioned the criminal justice academy reimbursement for Waterville – TM explains it went into Police Department revenue, but it will roll back into General Fund.
- Audit – work in progress, TM believes we are getting closer to the end of the 2022-2023 audit year. Chairman Towne notes the unusual special revenues accounts that appears in the previous audit – TM says that once the current audit is done, we will be able to clean up those accounts. Special revenues will need the Selectboard’s authorization to clean up. Chairman Towne notes the remaining quandary about the True Rd. overdraft and do not know where that came from. TM found an overdraft of \$39,000 and there was a \$39,000 check written for Ranger; it was part of the billing.

## 6. UNFINISHED BUSINESS:

- Paving Contractor** – Selectmen Irving asked if there was any word from the paving contractor – TM says he called them a couple of weeks ago and that the plant should be open now. Selectmen Irving asks if Highway Contractor, Tim Gerow, had all the roads ready for paving – TM says yes.
- Water District** – TM says the water district did the raising on Water Street.
- Autotronics** – TM informs that Chief Leary (Fire Dept.) spoke to Autotronics about extending payments to July, still working on finalizing that.
- LD1 Appealed** – Chairman Towne explains that he had a conversation with the TM about putting in a letter in the Town Meeting Warrant mailer about LD1 being appealed by the legislature, after the town had finalized it. Therefore, everything about the LD1 in the warrant is disregarded.

## 7. TOWN MANAGER’S REPORT

- a. **Dairy Bar** – TM points out the Main Street Dairy Bar is open; TM and CEO had a tour of the place.
- b. **Pharmacy Relocation** – Selectmen Irving asks about the timeline on the pharmacy moving – TM says he was not aware of it moving; Selectmen Hachey informs that he saw a truck being loaded up today.
- c. **Electronic Speed Sign** – Chairman Towne asks if the town owns the electronic speed sign – TM says we do, we have two of them. The signs provide data on speed trends.
- d. **New Hire, Assistant Library Director** – TM says that the Brown Memorial Library has hired a new assistant director – Jutta “Mickey” Hamilton; she had been previously helping with the cleaning.
- e. **Police Department Renovation** – TM says the CEO is on board with the Police Department renovations, although a very scaled back version. This time the Police Dept. will provide TM with a plan and budget.

**8. SUPPLEMENTS AND ABATEMENTS**

None

**9. NEXT MEETING AGENDA ITEMS – Tuesday, May 28<sup>th</sup>, 2024**

TM says it is the final public hearing for the town meeting warrant.

Chairman Towne says to carry over the conversation about the copier contract.

TM will provide an update on Transfer Station truck – where the money to fix it comes from.

**10. TREASURER’S WARRANT**

**a. Approve May 14<sup>th</sup>, 2024, Treasurer’s warrant**

Selectmen Bickford makes motion to approve treasurer’s warrant #31 in the amount of \$318,273.65

Seconded by Selectmen Irving

Chairman Towne notes the warrant includes a generous contribution to SAD #49 in the amount of \$219,000 and change.

Motion carried 5-0

**11. COMMENTS / QUESTIONS FROM THE PUBLIC**

- a. **Nuisance Property – Bangor Rd.** – Judith Irving asks about the nuisance property on Bangor Rd. (Victoria Bowring). TM explains that they are actively working on it. The Selectboard met with her a few weeks ago and decided not to take legal action, giving her more time to clean up. However, the property is not being cleaned. Selectmen Irving asks how do you get the legal aspect if you cannot get them in contempt with the agreement – TM says the Selectboard has to take her back to court.
- b. **New Fire Department Update** – Ken Paul asks about the plans for the new Fire Department – Chairman Towne says more public hearings will be held this



summer on the subject. TM further explains that the Public Safety Building Committee Chairperson and TM had conversation – they will send plans to a list of contractors to get a quote from each of them. The committee will come back together to pick their recommendations to send to the voters. The current plan is to build next to the Town Office. Selectmen Irving asks if the plans have been scaled back – TM says he and Chief Leary shaved 1,000 square feet off, which is \$320/square feet. TM believes the original \$5 million budget, a lot of that was the engineering cost. Now, going through contractors will save a considerable amount of money.

- c. **Selling of Used Culverts (Transfer Station)** – Transfer Station Director Gerow asks about the used culverts – TM was approached by Tim Gerow that has a buyer for the old metal culverts. TM asks for clarification, since he could not find any policy – the town cannot sell any town property unless the town votes on it, is that true? Chairman Towne says we can sell equipment from the Transfer Station. Margaret Williams asks if the library can sell books, too – Chairman Towne says yes.

## **12. ADJOURN:**

Motion to adjourn by Selectmen Hatch  
Seconded by Selectmen Irving  
Meeting ends at 8:08 PM

Respectfully Submitted,

Courtney Koller  
Deputy Town Clerk