

OHSTT SOLID WASTE SPECIAL BOARD OF DIRECTORS MEETING

Date: September 30, 2015 ...Time: 7. PM...Place: Owls Head Town Office

Called To Order: 7:05 pm....present: Bruce Colson (OH) Chair, Dave Matthews (OH), Ron Porter(T). Skip Connell (ST) Jan Gaudio(ST) and Peter Lammert (T).

Also present: Scott Johnson, Beverly St.Clair and Atty Paul Gibbons

MEETING CALLED TO ADDRESS RFP AND ESPECIALLY PERFORMANCE BOND

--Beverly St. Clair talked about conversation with both Paul and Jeff (airport person who was on board during last contract negotiations). Both agreed that there doesn't seem to be evidence of a performance bond.

-- Dave explained how the performance bond would be calculated: number of trips for MSW and single stream.

--Paul weighed in on why the performance bond was established. If the OHSTT has to find another transportation company, the bond would cover the difference in costs. He also said there was not perfect method to protect ourselves. So, a big question in selecting a trucking company is "do they have the appropriate equipment"?

--Bruce talked about smaller local companies having back up plans...that they always have and that if they didn't it would hurt their reputation in their local towns.

--Scott suggested that the first two payments for service could be held to have some monetary accountability from the trucker.

--Paul said we had to look for reliability.

--Dave talked about setting up an escrow account to hold payments (2 or 3) until the end of the contract.

--Skip talked about size and scope of performance bond

--Shorter contract is being sought as we are not sure of disposal site after March 2018.

--Motion to accept elimination of former wording of performance bond and accept new amendments:

Performance Bond: The Hauler shall deposit with OHSTT a payment bond in the amount of \$25,000 or other security sufficient to satisfy the Board of Directors of the OHSTT that this contract will be performed as promised. Such bond must be submitted prior to the commencement of a contract and be in force for the duration of the contract period. The Performance Bond provides that in the event the Hauler breaches this contract, or is unable to perform the contract within twenty-four (24) hours after contact, OHSTT may call upon the Bond to pay for any increase in costs incurred by OHSTT for the transport of MSW.

Skip 1st Jan 2nd all approved.

--Added to the letter and RFP:

The Board reserves the right to reject any and all bids.

Motion to accept this wording: Jan 1st, Skip 2nd all board members approved.

--Diane said she had already mailed out former RFP's and would overnight amended version.

Motion to adjourn: Jan 1st, Skip 2nd, all approved.