



**SELECT BOARD MEETING
MONDAY, April 12, 2021
REGULAR MEETING: 6:00 P.M.**

ZOOM ONLY

(If you wish to attend via Zoom, please email the Town Manager at kgeorge@thomastonmaine.gov or visit the calendar on the Town website at www.thomastonmaine.gov for the meeting link.

SELECT BOARD REGULAR MEETING AT 6 P.M.

- 1. CALL THE MEETING TO ORDER**
- 2. PUBLIC HEARINGS:** *(*Note: Warrant Article #'s have changed from the previous Town Meeting Warrant draft.)*
 - A. To hear comment on Article 31: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the additions of Permitted and Conditional Uses as proposed by the Thomaston Planning Board?**
 - B. To hear comment on Article 32: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the addition of ARTICLE VIII ENERGY SYSTEMS, Section 758 Solar Energy Systems as proposed by the Thomaston Planning Board?**
 - C. To hear comment on Article 33: Shall Chapter 10, Definitions be amended by the additions and deletions of definitions as proposed by the Thomaston Planning Board?**
- 3. APPROVE THE MINUTES OF: February 22, 2021**
- 4. APPROVE THE WARRANTS**
- 5. ADJUSTMENTS TO THE AGENDA**
- 6. TOWN MANAGER'S REPORT**
- 7. TOWN BOARDS & COMMITTEES UPDATE**
- 8. PUBLIC COMMENTS**
- 9. OLD BUSINESS**

10. NEW BUSINESS

- A. Review for approval the Lowes Settlement Agreement as recommended by Town Attorney Paul Gibbons.**
- B. Broadband discussion to bring high speed fiber optic to Thomaston.**
- C. Consider for approval Town Meeting Warrant Article 34: "Shall the Town authorize the Select Board to enter into an Interlocal Agreement for the purpose of creating the Midcoast Internet Development Corporation."**
- D. Approve the final Town Meeting Warrant (FY 2022) for approval.**
- E. Consider the request of Daryl Hahn to have a Community Picnic at the Thomaston Green and bandstand on May 30th & for the Watts Hall Community Players to use Thomaston Green and bandstand on July 2nd and 3rd.**
- F. Accept the Academy Lease Agreement with Sherri's School of Dance for a period of two (2) months at \$400.00 per month.**
- G. Consider appointing Janet Dwelley to the Academy Board of Trustees as recommended by the Trustees.**
- H. Accept with regret the resignation of Jane Weintraub from the Conservation Commission.**
- I. Consider for appointment Jane Weintraub to the Economic Development Committee.**
- J. Review opening plans for the Town Office and discuss how future meetings are held.**

11. ADJOURN

Upcoming Dates:

- | | |
|----------------------------------------------|---------------------------------------------------------|
| Monday, April 19th | Town Office Closed in observance of Patriots Day |
| Wednesday, April 21st at 9 am | Watts Block Trustees Meeting |
| Monday, April 26th at 6 pm | Select Board Meeting |

How to join a Zoom meeting on desktop by downloading the app

1. [Download the Zoom desktop app](#) on your Mac or PC.
2. Open the Zoom app.
3. Click join a meeting.
4. Enter the meeting ID and your name, and set audio/video permissions.

How to join a Zoom meeting on desktop via meeting invite link

1. Click on the meeting invite URL that the host shared via email or text.
2. Open the Zoom app.
3. Approve the request for permission to use your computer's audio and camera.

Depending on the meeting's set-up, you may enter the meeting right away, you may need to wait for the host to arrive first or you may be placed into a waiting room that the host controls.

Once you're in the meeting, learn [how to see everyone on Zoom](#) in the grid format.

How to join a Zoom meeting through a web browser

You don't need to install any extra software to join or even host a Zoom meeting. You can do it all through a web browser.

1. Click on the meeting invite URL that the host shared via email or text.
2. A new tab will open on your preferred web browser. If you don't have the Zoom desktop app installed, the page will urge you to download the app.
3. Ignore that and skip down to the small print: "If you cannot download or run the application, join from your browser."
4. Click the highlighted text in "join from your browser".
5. Sign in with your name to join the meeting.

How to join a Zoom meeting on mobile (iPhone, Android)

1. Download the [Zoom app for iOS](#) or for [Android on Google Play](#), and set it up using your contact information — which the host can use to "call" you. Then, either
2. Your app will ring when the host "calls" you (*Accept the call*)
or
3. Open the mobile app.
4. Tap on "Join a Meeting."
5. Enter the meeting ID and your name and set audio/video permissions.
or
6. Tap on the meeting invite URL that the host shared via email or text, which will open the Zoom app. *The app may ask for permission to use your phone's camera.*

Again, depending on the meeting's set-up, you may enter the meeting right away, you may need to wait for the host to arrive first or you may be placed into a waiting room that the host controls.

[How to join a Zoom meeting | Tom's Guide](#)

TOWN OF THOMASTON

SELECT BOARD PUBLIC HEARING

There will be a Public Hearing of the proposed amendments to the Town of Thomaston Ordinances held by the Thomaston Select Board on Monday, April 12, 2021 at 6:00 PM on Zoom. To join the Zoom Meeting please go to:

<https://zoom.us/j/91304448841?pwd=NHY2NzU3ZTBlcjRPaDdUM1dPN0MlZz09> Meeting ID: 913 0444 8841 Passcode: 715952+

There will be a public hearing of the proposed amendments to Chapter 7 Thomaston Land Use Ordinance and Chapter 10 Definitions. The proposed amendments include a Solar Energy Ordinance as well as the moving of the High Street section of R1 district to the R2 district and other minor changes.

Copies of the ordinance amendments are available at the Thomaston Town Office and on the town website: www.thomastonmaine.gov



**Town of Thomaston
State of Maine**

Proposals for

Amendments to

Chapter 7

**Thomaston Land Use *and*
Development Ordinance**

&

Chapter 10 Definitions

March 11, 2021 for June 2021 Town Meeting

ARTICLE **Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the additions of Permitted and Conditional Uses as proposed by the Thomaston Planning Board?**

ARTICLE I ZONING REGULATIONS

Section 707 Urban Residential District (R3)

707.3 Permitted Uses

- 10) Roof Mounted Solar Array
- 11) Single Family dwelling (excluding manufactured/mobile home)

707.4 Conditional Uses (Subject to approval of the Planning Board)

- 11) Ground Mounted Solar Energy System (small systems only)
 - 12) Funeral Home
 - 13) Multi-unit residential structure
- [Renumber following items]*

Section 707A Village Mixed Use District (R3A)

707A.4 Conditional Uses (Subject to approval of the Planning Board)

- 6) Multi-unit residential structure
 - 7) Roof Mounted Solar Array
- [Renumber following items]*

Section 708 Transitional Residential District (TR3)

708.3 Permitted Uses

- 7) Roof Mounted Solar Array
- [Renumber following items]*

Section 709 Rural Residential District (R2)

709.3 Permitted Uses

6) Roof Mounted Solar Array

[*Renumber following items*]

709.4 Conditional Uses (Subject to approval of the Planning Board)

3) Art Gallery

[*Renumber following items*]

17) Ground Mounted Solar Energy Systems (small or medium size)

[*Renumber following items*]

20) Multi-unit residential structure

[*Renumber following items*]

Section 710 Rural Residential & Farming District (R1)

710.3 Permitted Uses

13) Roof Mounted Solar Array

[*Renumber following items*]

710.4 Conditional Uses (Subject to approval of the Planning Board)

16) Ground Mounted Solar Energy System (all sizes)

[*Renumber following items*]

19) Multi-unit residential structure

[*Renumber following items*]

36) Upholstery Shop

[*Renumber following items*]

Section 711 Resource Protection District (RP)

711.5 Permitted Uses

4) Roof Mounted Solar Array

5) Soil and water-conservation practices and structures designed to stabilize natural or man-made conditions as part of Wildlife Management Plan approved by state or county soil/water district

711.6 Conditional Uses (Subject to Approval of the Planning Board)

4) Multi-unit residential structure

[Renumber following items]

Section 712 Highway Commercial District (HC)

712.3 Permitted Uses

10) Roof mounted Solar Array

[Renumber following items]

712.4 Conditional Uses (Subject to approval of the Planning Board)

14) Ground Mounted Solar Energy System (all sizes)

[Renumber following items]

36) Retail Marijuana Edibles Production Facility

[Renumber following items]

Section 712A Village Commercial District (VC)

712A.3 Permitted Uses

10) Roof Mounted Solar Array

[Renumber following items]

Section 713 Industrial District (IN)

713.3 Permitted Uses

10) Roof Mounted Solar Array

[Renumber following items]

713.4 Conditional Uses (Subject to approval of the Planning Board)

4) Ground mounted Solar Energy System (all sizes)

[Renumber following items]

21) Retail Marijuana Edibles Production Facility

[Renumber following items]

Section 714 Shoreland Commercial District (SC)

714.3 Permitted Uses

5) Roof Mounted Solar Array

[Renumber following items]

ARTICLE Shall Chapter 7, Thomaston Land Use and Development Ordinance
 be amended by the changes of several District Boundary
 Descriptions as proposed by the Thomaston Planning Board?

ARTICLE I ZONING REGULATIONS

Section 709 Rural Residential District (R2)

709.2 **Boundary Description** [*Changes due to moving areas*]

WEST MAIN STREET AREA

Beginning at the Northwest corner of Map 203, Lot 043 in the center of the main channel of the Oyster River and at the Warren-Thomaston Town Line; thence Southerly along the center of the main channel of the Oyster River and the Warren-Thomaston Town Line to the intersection with St. Georges River and the center line of Atlantic highway, also known as US Route One; thence Easterly along the center line of Atlantic Highway to the ~~Northeast~~ **Northwest** corner of Map 203, Lot 007; thence Southerly along the boundary of Map 203, Lot 007 to the center line of ~~Toll Bridge Road~~; thence ~~Westerly along the center line of Toll Bridge Road to the center line of~~ the MCRROW; thence Westerly along the center line of the MCRROW to the normal high water mark of St. Georges River; thence Southeasterly along the normal high water mark of St. Georges River to the Southeast corner of Map 202, Lot 013; thence Northerly along the boundary of Map 202, Lot 013 extended to the center line of the MCRROW; thence Southerly and Easterly along the MCRROW to the Southwest corner of Map 101, Lot 014; thence Northwesterly along the boundary lines of Map 101, Lots 014, 007 and 003 to the center line of Main Street; thence Westerly along the center line of Main Street to the intersection with Shibles Lane ; thence Northerly along the center line of Shibles Lane and the Easterly boundary of Map 203, Lot 081; thence Westerly and Southerly along the boundary of Map 203, Lot 081; thence Westerly along the boundary of Map 203, Lot 061; thence Northerly and Westerly along the boundary of Map 203, Lot 053 to the center line of Studley Lane; thence Southerly along the center line of Studley Lane to the Northeast corner of Map 203, Lot 043; thence Northwesterly, Northerly and Northwesterly along the boundary of Map 203, Lot 043 to the center of the main channel of the Oyster River and the point of beginning.

HIGH STREET AREA

Beginning at the thread of Mill River and the centerline of U.S. Route One/Main Street; thence Southerly along the normal high water mark of the Eastern shore of the Mill River to the center line of the MCRROW and the Thomaston-South Thomaston Town Line; thence Easterly along the MCRROW and the said Town Line to a point that is 1,000 feet Easterly of the Westerly Right-of-Way line of High Street; thence Northerly in a straight line to the Southeast corner of Map 104, Lot 153; thence Westerly along the boundary between Map 104, Lot 151 and Map 401, Lot 023 to the center line of US Route One; thence Southwesterly along the centerline of US Route One and the point of beginning.

Section 710 Rural Residential & Farming District (R1)

710.2 Boundary Description *[Changes due to moving areas]*

HIGH STREET, OLD COUNTY ROAD, ROCKLAND/WARREN TOWN LINES

Beginning at the North corner of the Town of Thomaston where the Thomaston-Warren-Rockland Town Lines converge; thence Southerly along the Westerly boundary of the Town of Thomaston to the center of the main channel of the Oyster River; thence Southerly along the main channel of the Oyster River and the Thomaston-Warren Town Line to the Northwest corner of Map 203, Lot 043; thence Easterly, Southerly and Easterly along the boundary of Map 203, Lot 043 to the center line of Studley Lane; thence Northerly along the center line of Studley Lane to the Southwest corner of Map 402, Lot 025; thence Easterly along the boundary lines of Map 402, Lots 025 and 023; thence Southerly, Easterly, Northerly and Easterly along the boundary of Map 402, Lot 027; thence Southerly and Easterly along the boundary of Map 402, Lot 029; thence Northeasterly along the boundary lines of Map 402, Lots 029, 033, 051, 049 and 053 to the Northwest corner of Map 402, Lot 049; thence Easterly along the boundary of Map 402, Lot 055; thence Southerly along the boundary lines of Map 402, Lots 073, 067 and 057; thence Easterly along the boundary lines of Map 402, Lots 057, 061 and 089 to the thread of Mill River; thence Southerly along the thread of Mill River to the Northeast corner of Map 204, Lot 079; thence Westerly and Southerly along the boundary line of Map 204, Lot 079 to the Northeast corner of Map 108, Lot 043; thence Westerly along the boundary of Map 108, Lot 043; thence Northerly along the boundary line of Map 204, Lot 071; thence Westerly and Southwesterly along the boundary lines of Maps 204, Lot 071 and 069 to the center line of Beechwood Street; thence Southerly along the center line of Beechwood Street to the Northwest corner of Map 204, Lot 063; thence Southeasterly along the boundary lines of Map 204, Lots 063, 065, and 067 to the Southeast corner of Map 204, Lot 067; thence in a straight line to the Northerly corner of Map 204, Lot 068; thence Southerly and Westerly by the boundary of Map 204, Lot 068 to the center line of Beechwood Street; thence along the center line of Beechwood Street to the Southwest corner of Map 204, Lot 075; thence along the boundary of Map 204, Lot 075 to the Northeast corner of Map 108, Lot 039; thence Easterly to the Northwest corner of Map 108, Lot 044; thence Easterly along the boundary lines of Map 108, Lot 044 and Map 104, Lot 135 to the thread of Mill River; thence Southerly along the thread of Mill River to the **normal high water mark of the Mill River at the Northerly part of Map 104, Lot 005 centerline of U.S. Route One/Main Street**; thence Southerly along the normal high water mark of the Eastern shore of the Mill River to the center line of the MCRROW and the Thomaston-South Thomaston Town Line; thence Easterly along the MCRROW and the said Town Line to a point that is 1,000 feet Easterly of the Westerly Right of Way line of High Street; thence Northerly in a straight line to the Southeast corner of Map 104, Lot 153; thence **Westerly along the boundary between Map 104, Lot 151 and Map 401, Lot 023 Northeasterly** to the center line of US Route One and the intersection with Old County Road; thence Northerly along the center line of Old County Road to the Northerly boundary of Map 104, Lot 149; thence Easterly along the boundary of Map 104, Lot 149 and Map 401, Lot 007 to the center line of US Route One; thence Easterly along US Route One to the center line of the CMP Power line Right-of-Way located on Map 401, Lot 019 as described in Knox County registry of Deeds Book 503, Page 287, dated December 24, 1969, Parcels #21 and #22; thence Northwesterly along the center line of the CMP Power line Right-of-Way to the center line of Old County Road; thence Northeasterly along the center line of Old County Road to the Thomaston-Rockland Town Line; thence Westerly, Northerly, Westerly, Northerly and Westerly along the Thomaston-Rockland Town Line and the Meadow Brook and the Branch Brook to a point where the Thomaston, Warren and Rockland Town Lines converge and the point of beginning.

Section 714 Shoreland Commercial District (SC)

714.2 Boundary Description [*Changes due to moving areas*]

WARREN BRIDGE

Beginning at a point on the center line of Atlantic Highway, also known as US Route One at the normal high water line of St. Georges River; thence Southerly along the normal high water line of St. Georges River to the center line of the MCRROW; thence Easterly along the center line of the MCRROW to the ~~center line of Toll Bridge Road~~; thence ~~Easterly along the center line of Toll Bridge Road~~ to the Southeast ~~Southwest~~ corner of Map 203, Lot 007; thence Northerly along the boundary of Map 203, Lot 007 to the center line of US Route One; thence Westerly along the center line of US Route One to the point of beginning.

ARTICLE **Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the addition of ARTICLE VIII ENERGY SYSTEMS, Section 758 Solar Energy Systems as proposed by the Thomaston Planning Board?**

ARTICLE VIII ENERGY SYSTEMS

Section 758 Solar Energy Systems

758.1 Authority

The Thomaston Planning Board is vested with the authority to review and approve, conditionally approve or reject any application for Solar Energy Systems (SES) within the town of Thomaston.

758.2 Purpose

Solar energy is a local, renewable and non-polluting energy resource that can reduce fossil fuel dependence and emissions. Energy generated from solar energy systems can be used to offset energy demand on the grid, with benefits for system owners and other electricity consumers. The use of solar energy equipment for the purpose of providing electricity and energy for heating and/or cooling is an important component of the Town's sustainability goals. The standards that follow enable the accommodation of solar energy systems and equipment in a safe manner while still allowing the quiet enjoyment of property. This ordinance is intended to balance need for reasonable standards and expedited and streamlined development review procedures.

758.3 Applicability

758.3.1-Notwithstanding the provisions of 1 M.R.S. Section 302 or any other law to the contrary, and in addition to any other provision of this Article, before granting Site Plan Approval for any land-use activity described in this section, the Planning Board must find that the proposed plan will comply with Article IV Site Plan Review.

758.3.2-The requirements of this Article shall apply to all roof-mounted and ground-mounted solar energy systems modified or installed after the date of its enactment.

758.3.3-All solar energy systems shall be designed, erected, and installed in accordance with all applicable codes, regulations and standards.

758.3.4- Any upgrade, modification or structural change that materially alters the size, placement or output of an existing solar energy system shall comply with the provisions of this Section.

758.4 Permitting

758.4.1- A solar energy system or device may be installed or operated in the Town of Thomaston provided it is in compliance with this ordinance.

758.4.2- Permitting shall be determined by the locational zone within the Town of Thomaston, type of solar system, and proposed size. The Town of Thomaston has designated the proper permitting process for each solar system within each zone.

758.4.3- Roof-mounted solar energy systems are permitted in all zoning districts.

758.5 Dimensional Standards

758.5.1- Height

In mixed-use and non-residential commercial/industrial zones, solar energy systems shall be considered to be mechanical devices and, for purposes of height measurement, are restricted only to the extent consistent with other building-mounted mechanical devices.

758.5.2- Height standards for ground-mounted solar energy systems are dependent on location and zoning district

- a) In residential and mixed-use zoning districts, such systems shall not exceed twelve (12) feet in height when oriented at maximum tilt, except that the maximum height is twenty-two (22) feet for systems set back at least thirty (30) feet from any property line.
- b) In all other zoning districts, such systems shall conform to the building height requirements of the zoning districts in which they are located.

758.5.3-Setbacks for Ground-Mounted Solar Energy Systems

Notwithstanding any other provision of this ordinance to the contrary, the setbacks for ground-mounted solar energy systems shall be as follows:

- a) **Minimum front yard:** In residential zoning districts, fifty (50) feet. In mixed use and non-residential zoning districts, what the front yard setback is for that zoning district, but not less than ten (10) feet.
- b) **Minimum rear yard:** Whatever the rear yard setback is for accessory buildings in that zoning district.
- c) **Minimum side yard:** Whatever the rear yard setback is for accessory buildings in that zoning district.
- d) Additional setbacks may be required to mitigate visual and functional impacts.

758.6 Standards for Roof Mounted and Small-Scale Ground Mounted Solar Energy Systems

758.6.1-Roof mounted and building mounted solar energy systems and equipment are permitted by right unless they are determined by the Code Enforcement Officer with input from the Fire Chief to present one or more unreasonable safety risks, including but not limited to the following:

- a) Weight load; or
- b) Wind resistance; or
- c) Ingress or egress in the event of fire or another emergency; or
- d) Proximity of a ground mounted system relative to buildings

758.6.2-All solar energy system installations shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Fire Protection Association (NFPA1) adopted by the Town of Thomaston.

758.6.3-All wiring shall be installed in compliance with the photovoltaic systems standards of the latest edition of the National Electrical Code (NFPA 70) adopted by the Town of Thomaston.

758.6.4-Prior to operation, electrical connections must be inspected and approved by the Electrical Inspector.

758.7 Additional Standards for Medium- and Large-Scale Ground-Mounted Solar Energy Systems

In addition to Section 716, and standards in ARTICLE IV, SITE PLAN REVIEW medium- and large-scale ground-mounted solar energy systems shall comply with the following:

758.7.1-General

The owner or operator of a Ground Mounted Solar Energy System shall build and maintain it in compliance with all relevant Federal, State and Local Laws, Regulations, and Ordinances.

758.7.2-Utility Connections

Overhead or pole-mounted electrical wires shall be avoided to the extent possible within the facility.

758.7.3-Safety

The owner or operator of a Ground Mounted Solar Energy Systems shall:

- a) Provide a copy of the Site Plan Review application including the electrical schematic to the Thomaston Fire Chief.
- b) Upon request, cooperate with the Fire Department in developing an Emergency Response Plan.
- c) Clearly mark on the plan all means of shutting down the system, as well as the installation of a Knox Box or other secure key safe for use of the Thomaston Fire or Police Department in time of emergency.
- d) The owner or operator shall identify a responsible person to the Code Enforcement Officer and the Fire Chief for public inquiries throughout the life of the installation.

758.7.4-Visual Impact

Reasonable efforts, as determined by the Thomaston Planning Board, shall be made to minimize undue visual impacts by preserving native vegetation, screening abutting properties, or other appropriate measures, including adherence to height standards and setback requirements.

758.7.5-Ground/Soil

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of ground-mounted solar energy systems or as otherwise prescribed by applicable laws, regulations, and bylaws/ordinances.

758.7.6-Fencing

Where fencing is used, fences should be elevated by a minimum of 5 inches to allow for passage of small terrestrial animals.

758.7.7-Maintenance

The owner or operator of a Ground Mounted Solar Energy System shall maintain the facility in good condition. Maintenance shall include but not be limited to, painting, structural repairs, vegetation control and integrity of security measures. Site access shall be maintained to a level acceptable to the Thomaston Fire Chief. The owner or operator shall be responsible for the cost of maintaining the access road(s) unless the road(s) is accepted as a public way.

758.8 Decommissioning or Abandonment

Solar energy systems that have reached the end of their useful life or that have been abandoned consistent with this ordinance shall be removed.

758.8.1-Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, a medium or large-scale ground-mounted solar energy system shall be considered abandoned when it fails to operate for 12 months unless the lessee or owner of the facility or of the parcel notifies the Code Enforcement Officer of the intent to maintain and reinstate the operation of the facility within 30 days.

758.8.2-The owner or operator shall physically remove the installation no more than 12 months after the date of discontinued operations.

758.8.3-The owner or operator shall notify the Code Enforcement Officer by certified mail of the proposed date of discontinued operations and plans for removal. Decommissioning shall consist of:

- a) Physical removal of all solar energy systems, structures, equipment, security barriers, and transmission lines from the site.
- b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
- c) Stabilization or re-vegetation of the site as necessary to minimize erosion. Native, pollinator-friendly seed mixtures shall be used to the maximum extent possible.

758.8.4-Prior to a change in ownership the current owner or operator shall notify the Code Enforcement Officer by certified mail of the proposed change and include proof of the financial ability of the new owner or operator and an assurance in writing that the new owner or operator will honor and meet the decommissioning plan approved by the Planning Board.

758.8.5-If the owner or operator of the solar energy system fails to remove the installation within 12 months of abandonment or the proposed date of decommissioning, the Town of Thomaston retains the right to use all available means to cause an abandoned, hazardous, or decommissioned large-scale ground-mounted solar energy system to be removed at the expense of the owner or operator.

758.8.6-Any unpaid costs associated with the removal of the solar array after one year of removal shall be enforced as a tax lien placed on the real estate of the array site.

758.9 Guarantee for Removal

758.9.1-At the time of approval of and prior to initiating construction of any array within the Town of Thomaston, the applicant must guarantee the costs for the removal of the facility.

758.9.2-The amount of the guarantee shall be equal to the estimated removal cost, provided by the applicant and certified by a professional civil engineer licensed in Maine or a professional array construction company selected by the town and paid for by the applicant.

758.10 Additional Standards for Large-Scale Solar Energy Systems

758.10.1-Large-scale ground-mounted solar energy systems shall not be considered accessory uses.

758.10.2-Operations and Maintenance Plan

- a) The owner or operator of a Ground Mounted Solar Energy System shall maintain the facility in good condition. Maintenance shall include but not be limited to, painting, structural repairs, vegetation control and integrity of security measures.
- b) Site access shall be maintained to a level acceptable to the Thomaston Fire Chief. The owner or operator shall be responsible for the cost of maintaining the access road(s) unless the road(s) is accepted as a public way.

758.10.3-Signage

A sign shall be placed on the large-scale solar energy system to identify the owner and provide a 24-hour emergency contact phone number.

758.10.4-Emergency Services

The large-scale ground-mounted solar energy system owner or operator shall provide:

- a) A copy of the project summary, electrical schematic, and site plan to the Thomaston Fire Chief.
- b) Upon request, cooperate with the Fire Department in developing an Emergency Response Plan.
- c) Clearly mark on the plan all means of shutting down the system, as well as the installation of a Knox Box or other secure key safe for use of the Thomaston Fire or Police Department
- d) The owner or operator shall identify a responsible person to the Code Enforcement Officer and the Fire Chief for public inquiries throughout the life of the installation.

758.11 Site Plan Application and Review

758.11.1-Applicability:

- a) Roof-mounted systems and Small-scale ground-mounted systems are not subject to Site Plan Review
- b) Medium and Large-scale ground-mounted solar energy systems are subject to Site Plan Review.

758.11.2-In addition to the site plan application requirements in Section IV, the Applicant shall submit the following supplemental information as part of a site plan application:

A site plan showing:

- a) Property lines and physical features, including roads, for the project site;

ARTICLE Shall Chapter 10, Definitions be amended by the additions and deletions of definitions as proposed by the Thomaston Planning Board?

CHAPTER 10

Definitions

1003 Specific Definitions

Condominium or condo - A building or community of buildings in which units are owned by individuals, rather than a landlord. Condo owners only own the interior of their unit. All other areas, including the building exterior, lawn, and communal areas, are property of the Homeowners Association (HOA).

Duplex - one building that is divided into two (2) separate homes that share a common central wall and have separate entrances for each unit.

Electrical Equipment: Any device associated with a solar energy system, such as an outdoor electrical unit/control box, that transfers the energy from the solar energy system to the intended location.

Electricity Generation (production, output): The amount of electric energy produced by transforming other forms of energy, commonly expressed in kilowatt-hours (kWh) or megawatt-hours (MWh).

Mounting: The manner in which a solar PV system is affixed to the roof or ground (i.e., roof mount, or ground mount).

Multi-unit residential - A residential structure containing two (2) or more individually owned residential dwelling units such as a duplex, a condominium or a townhouse.

Power: The rate at which work is performed (the rate of producing, transferring, or using energy). Power is measured in Watts (W), kilowatts (kW), Megawatts (MW), etc. in Alternate Current (AC).

Retail Edible Marijuana Product - a retail marijuana product intended to be consumed orally, including, but not limited to, any type of food or drink containing retail marijuana or retail marijuana products produced by a Retail Edible Marijuana Production Facility licensed pursuant to 7 MRS Chapter 417 Marijuana Legalization Act.

Retail Marijuana Edibles Production Facility - an entity licensed by the State of Maine to purchase retail marijuana and retail marijuana products strictly for the purpose of the production, preparation and packaging of retail edible marijuana products to sell to other retail marijuana establishments. Such a facility may not sell retail edible marijuana products directly to the public.

Solar Energy System: (To include Solar Array, Solar Park or Solar Farm) Is an energy system whose primary purpose is to harvest energy by transforming solar energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means. It may be roof-mounted or ground-mounted, and may be of any size as follows:

(1) Small-scale Solar Energy System is one whose physical size is less than 15,000 square feet (approximately one-third of an acre);

(2). Medium-scale Solar Energy System is one whose physical size is equal to or greater than

15,000 square feet but less than 87,120 square feet (two acres); and

(3) Large-scale Solar Energy System is one whose physical size is equal to or greater than 87,120 square feet (two acres).

Solar Energy System, Ground-Mounted: A Solar Energy System that is structurally mounted to the ground and is not roof-mounted; may be of any size (small-, medium- or large-scale).

Tilt. The angle of the solar panels and/or solar collector relative to horizontal. Tilt is often between 5 and 40 degrees. Solar energy systems can be manually or automatically adjusted throughout the year. Alternatively, fixed-tilt systems remain at a static tilt year-round.

Townhouse – Are conjoined units that are owned by individual tenants. They share one to two walls with neighboring units, but don't have units above or below them. Owners own their unit's interior and exterior, including the roof, lawn, and driveway, but not the communal areas.

Transportation Facility – a fixed installation serving public transportation such as tracks, piers, or stations storage facilities.

TOWN OF THOMASTON
FEBRUARY 22, 2021
SELECTBOARD MINUTES

BUDGET COMMITTEE MEETING 5:30 PM. & SELECT BOARD MEETING 6:00 PM.

PRESENT: Joanne Richards, Ron Gamage, Susan Devlin, Kim Matthews, Town Manager Kara George, Pete Lammert, Bill Hahn, Sandy Moore, Charlie Grover, John Fancy, Diane Giese, Zel Bowman-LaBerge, Brian Doyle. **Absent:** Doug Erickson.

1. Meeting called to order at 6 pm by Chair Peter Lammert.

PUBLIC HEARING

ACTION: Motion to open the Public Hearing made by Bill Hahn. Seconded by Sandy Moore. **VOTE: 5-0.**

To hear comment on Article 2 of the Special Meeting Warrant to establish a Solid Waste Facility Reserve with funds received from PERC of \$363,440.93 with the ratification of (\$48,578.00) for a total of \$314,862.93 plus interest to fund a new Solid Waste Facility Reserve.

ACTION: Motion made by Zel Bowman-LaBerge to establish a Solid Waste Reserve. Seconded by Sandy Moore. **VOTE: 5-0**

ACTION: Motion made by Sandy Moore, seconded by Bill Hahn to exit the Public Hearing. **VOTE: 5-0.**

3. Approve the minutes of February 8, 2021. (as amended)

ACTION: Motion to approve the February 8, 2021 minutes made by Zel Bowman-LaBerge, seconded by Diane Giese. **VOTE: 5-0.**

4. Approve the Warrants

ACTION: Motion made by Bill Hahn to approve the warrants, seconded by Sandy Moore. **VOTE: 5-0.**

5. ADJUSTMENTS TO THE AGENDA: Beechwood St. Culvert Grant.

The Town of Thomaston received a grant from the Department of Environmental Protection in the amount of \$125,000 for the upper Beechwood St. culvert replacement project. John Fancy stated that the design is 80% completed. The project needs to move ahead before the culvert collapses. The road will be closed for several weeks while the work is being done. Approximately \$24,000 will be appropriated in the Culvert Replacement Reserve this year. Bill Hahn asked if there was any EPA money available. John Fancy will look into this.

ACTION: Motion made by Diane Giese and seconded by Sandy Moore to authorize Kara George, Town Manager, to place in the Town warrant an article authorizing the Town to borrow up to \$100,000 for replacement of the failing culvert on Beechwood Street. **VOTE: 5-0.**

10B. Update on the Thomaston Historical Society happenings per Susan Devlin.

Susan Devlin informed the Town that the Historical Society will be receiving software that will allow them to make maps for a "Walking Town" tour for visitors to be able to locate the historical buildings in town.

10C. Review the request of the Library Board to increase distribution rates. (Operating and Book Fund).

Discussion was held by the Board to allow this increase distribution rates from 4% (operating expenses) and 3.5% (book fund) to 4.5% on both funds.

ACTION: Motion made by Diane Giese, seconded by Bill Hahn to approve the increase in rates to 4.5% for both the Operating and Book Fund. **VOTE: 5-0.**

9C. Thomaston Green Update.

The Thomaston Green Task Force has been put on hold until the 2nd meeting in June, 2021.

9B. Consider accepting the highest bid of \$20,210 as submitted by Dan Ford on the foreclosed property at 59 Water Street.

ACTION: Motion made by Diane Giese, seconded by Sandy Moore to accept the bid of \$20,210 from Dan Ford. **VOTE: 5-0.**

9A. Update on the Project Canopy Assistance Grant by Sandy Moore.

Sandy Moore updated the Board on the Project Canopy Assistance Grant. The USDA Forest Service is funding this grant. A portion of the money would be to replace trees where needed. Sandy is getting prices on trees. The grant would be for approximately \$8,000 with a 50% match. The Public Works Department would assist in the tree placement.

10A. Special Town Meeting on March 3, 2021 at 6pm/Review the Special Town Meeting Warrant.

ACTION: Motion made by Diane Giese to call a Special Town Meeting on March 3, 2021 and to approve the Special Town Meeting warrant. Seconded by Sandy Moore. **VOTE: 5-0.**

10D. Review for approval the new Personnel Policy.

All Board members commended Town Manager Kara George for her hard work in updating the policy.

ACTION: Motion made by Zel Bowman-LaBerge to approve the new personnel policy. Seconded by Diane Giese. **VOTE: 5-0.**

10E. Confirm the Town Manager's appointment of Ian Anderson to Reserve Officer.

ACTION: Motion made by Diane Giese to appoint Ian Anderson as a Reserve Officer. Seconded by Bill Hahn. **VOTE: 5-0.**

OTHER BUSINESS:

Bill Hahn informed the Board that Watts Block Trustees will be applying for a 501c3 status. The building would be the Watts Hall Community Arts Building. A committee would be formed to assist in the functions and upgrading of the Watts Hall. This is a "work in progress" currently. Bill Hahn will keep the Board informed as things proceed.

ACTION: Motion made by Bill Hahn to proceed with the 501.3.C. paperwork. Seconded by Sandy Moore. **VOTE: 5-0.**

TOWN MANAGER REPORT (Please see attached.)

Meeting adjourned at 7:30 p.m.

Chair Peter Lammert

Recording Secretary Donna Culbertson

TOWN MANAGER REPORT 2/22/2021

I am currently wrapped up in Budget preparations. I hope to have our first budget committee meeting next week, but will notify the committee and Selectboard if that changes.

Next Monday, our new Deputy Clerk/Deputy Tax Collector starts work with the Town, Sally Fuller. She recently worked for Bar Harbor Bank & Trust and has extensive customer service skills. The Town Office staff is excited to have Sally join the team.

I met with Verizon last week and I am in the process of switching the Town accounts over from US Cellular. Our employees have complained often of dropped calls and Verizon also offered us a great first responder plan. Verizon also offered us a deal where they will port all the US Cellular phones over and give us a credit so that we don't have to pay off the existing phones. This enabled the Town to switch now and not have to wait until the next budget.

The Economic Development Committee met with Attorney Jon Pottle last Friday to discuss extending the Dragon TIF. Jon was very informative and helpful. The Committee will be meeting this Friday again to discuss the application. A hearing will be required sometime in April before the June election.

Tomorrow morning we start Fraternal Order of Police Union Negotiations. I will keep the Board posted. Teamster negotiations should be starting soon too.

This Thursday, Steve Cummings from Risk Management is visiting the Town to look at the Academy and the Cemetery garage.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the Town of Thomaston, a municipal corporation under the laws of the State of Maine with an address of 13 Valley Street, Thomaston, ME 04861 (“Town”), and Lowe’s Home Centers, Inc., a corporation organized and existing under the laws of the State of North Carolina, with an address of 1000 Lowes Blvd., Mooresville NC 28117 (“Taxpayer”), collectively, the “Parties,”

WHEREAS, the Taxpayer has timely filed an abatement application for real property taxes assessed by the Town for the tax year April 1, 2020 (the “Abatement Request”); with respect to the real property owned by Taxpayer identified as Town of Thomaston Tax Map 207, Lot 052 and located at 164 New County Road in the Town (the “Subject Property”); and

WHEREAS, to avoid the risks, uncertainty and expense of litigation, and to avoid future disputes, the Parties wish to settle the Abatement Request as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein made by each Party to the other, the Parties for themselves, their successors and assigns, agree as follows:

1. Settlement

a. The Abatement Request shall be considered withdrawn upon the full execution of this Agreement, and the Taxpayer shall receive no abatement for the April 1, 2020 property tax year.

b. The value of the Subject Property for the April 1, 2021 property tax year shall be \$13,100,000.

c. The value of the Subject Property for the April 1, 2022 property tax year shall be \$13,100,000.

d. The value of the Subject Property for the April 1, 2023 property tax year shall be \$13,100,000.

e. The Assessor shall adjust the values stated in paragraphs (c) and (d) above by the standard depreciation method typically applied by the assessors of Thomaston to the Subject Property and like properties within the Town, any shall make further adjustments for any additions or removals of property that have occurred as of April 1 of each tax year.

f. The values stated in paragraphs (b), (c) and (d) above shall be further adjusted appropriately in the event that, as of April 1 of the tax year, there has been substantial physical damage to or destruction of the Subject Property, or a substantial change of use, cessation of business, downsizing or demolition of the Subject Property occurs.

g. The Taxpayer agrees not to challenge the values established in paragraphs (b), (c) or (d) above; however, the taxpayer may challenge any adjustments to the values provided by paragraphs (e) or (f) above if the Taxpayer believes such adjustments are not accurate in a material way.

2. **No Admissions**

This Agreement is intended solely to settle and resolve the Abatement Request and avoid future disputes through the April 1, 2023 property tax year. Nothing in this Agreement is intended to be or shall constitute an admission by either party for any purpose whatsoever, and this Agreement shall not be used by any party or any other person as evidence in any other matter or proceeding, including any proceeding regarding tax years after April 1, 2023, except that this Agreement may be used as evidence in any suit or proceeding to enforce the terms of this Agreement.

3. **Miscellaneous Provisions**

Each of the Parties represents and warrants that it has full power and authority to enter into and execute this Agreement and that all applicable laws, ordinances, rules and procedures have been satisfied in the approval and execution of this Agreement.

This Agreement may not be changed, altered, modified or waived except by written amendment entered into by the Parties or their successors-in-interest.

This Agreement shall be binding on the Parties' successors and assigns.

The Parties acknowledge that this Agreement constitutes a full, final and complete settlement of their differences with regard to the subject matter hereof and supersedes any and all other written or oral communications or understandings between or among them related hereto. The Parties further acknowledge that this Agreement contains the sole and entire agreement between the Parties related to the subject matter of this agreement, and may be executed in counterparts.

This agreement shall be governed by the laws of the State of Maine, without regard to its choice of law principles.

This agreement is EXECUTED by the undersigned, duly authorized representatives of the Parties.

LOWE'S HOME CENTERS, INC.

Dated: March 24, 2021

By: Marisa C. Gast
Printed Name: Marisa Gast
Title: Accountant for Lowe's

TOWN OF THOMASTON SELECT BOARD

Dated: _____, 2021

Peter R. Lammert
Select Board Chair

Dated: _____, 2021

Zel A. Bowman-LaBerge
Select Board Member

Dated: _____, 2021

Diane L.R. Giese
Select Board Member

Dated: _____, 2021

William S. Hahn
Select Board Member

Dated: _____, 2021

Sandra E. Moore
Select Board Member

TOWN OF THOMASTON BOARD OF ASSESSORS

Dated: _____, 2021

Peter R. Lammert
Board of Assessors Chair

Dated: _____, 2021

Ronald S. Gamage
Board of Assessors Member

Dated: _____, 2021

Joan I. Linscott
Board of Assessors Member

**TOWN OF THOMASTON
ANNUAL TOWN MEETING WARRANT
FOR FISCAL YEAR
JULY 1, 2021 THROUGH JUNE 30, 2022**

TO: Timothy Hoppe, a Constable of the Town of Thomaston in the County of Knox, 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 Thomaston, in the County of Knox, State of Maine, qualified to vote by law in Town affairs, to meet at the THOMASTON MUNICIPAL BUILDING (former Lura Libby School) at 13 Valley Street in said Town on **Tuesday, June 8, 2021** at 8:00 AM prevailing time, then and there to act upon articles 2-34 of the Annual Town Meeting Warrant. Polls will open at eight (8) o'clock in the morning and will close at eight (8) o'clock in the evening prevailing time.

ARTICLE 1: To choose a moderator to preside at said meeting.

ARTICLE 2: To elect by secret ballot the following offices:

1. One (1) Select Board member for a three-year term.
2. One (1) Board of Assessor member for a three-year term.
3. Two (2) RSU #13 School Board members for three-year terms.

ARTICLE 3: Shall the Town vote to appropriate and authorize the Thomaston Select Board to borrow on behalf of the Town, a principal amount not to exceed One Hundred Thousand Dollars (\$100,000.00) through the issuance of general obligation bonds or notes of the Town of Thomaston, which may be callable bonds or notes, the proceeds to be used for the purpose of financing replacement of two six-foot diameter culverts where upper Beechwood Street crosses the East Branch of the Oyster River (the "Project") with funds to come from the Culvert Replacement Reserve annually until the Project is paid off in full. Further, to authorize the municipal officers to accept any state and federal grants, which are hereby appropriated for the Project, and to take all actions and execute all documents, contracts, or agreements necessary or convenient to issue the bonds or notes of the Town and to accomplish the Project.

FINANCIAL STATEMENT

Town of Thomaston Total Town Indebtedness:	
Total Debt outstanding and unpaid:	\$5,837,247
Total Debt authorized and unissued:	\$0
Total Debt to be incurred if this article is approved	<u>\$100,000</u>
TOTAL:	\$5,937,247

Select Board Recommends 5-0

EXPLANATION: These culverts are seriously corroded with portions of them gone completely. The cost of replacement has been estimated at \$225,000 to \$275,000. A grant of \$125,000 has been received from the State of Maine and \$24,000 has already been appropriated for culverts (this project) in the 2020/21 budget. An additional \$24,000 for culverts is in the 2021/22 budget. Being able to borrow up to \$100,000 in a short-term loan will allow the project to be completed in 2021. Repayment of the short-term loan will come from the future annual payments from the Culvert Replacement Reserve and no property tax increase will be needed.

ARTICLE 4: Shall the Town vote to put all non-real estate/personal property tax revenues in to the Unassigned Fund Balance (surplus), and authorize the Select Board to accept any additional revenue or funds and expend any other revenue from the State, Federal, local and private sources for the support of the Town that may be used to reduce the amount required to be raised by taxation, and to vote to appropriate \$35,000.00 from the MEPERS Retirement Account, and \$22,400 from the Computer Reserve, a total of \$57,400.00, and apply these funds to the FY 2022 tax commitment as a reduction in the amount to be raised from taxation?

Select Board Recommends 5-0

Explanation: This authorizes the Town to accept any additional revenues or funds and expend any other revenue from the State, Federal, local and private sources for the support of the Town that may be used to reduce the amount required to be raised by taxation.

***NOTE: All employee benefits of FICA, Insurance, and Retirement have been redistributed under each department. In last year's budget, all benefits were grouped under Unclassified Accounts.**

ARTICLE 5: Shall the Town vote to raise and appropriate \$741,303 for GENERAL GOVERNMENT for the 2021/2022 Fiscal Year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 6: Shall the Town vote to raise and appropriate \$109,389 for maintenance and operation of MUNICIPAL BUILDINGS for the 2021/2022 fiscal year?

Budget Committee Recommends 5-0/Select Board Recommends 5-0

ARTICLE 7: Shall the Town vote to raise and appropriate \$585,688 for the POLICE DEPARTMENT for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 8: Shall the Town vote to hire, raise and appropriate \$81,610 for an additional Patrol Officer for the POLICE DEPARTMENT?

Select Board Recommends 4-1

ARTICLE 9: Shall the Town vote to raise and appropriate \$225,017 for PROTECTION AND PUBLIC SAFETY for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 10: Shall the Town vote to raise and appropriate \$169,181 for the FIRE DEPARTMENT for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 11: Shall the Town vote to raise and appropriate \$729,589 for PUBLIC WORKS for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 26: Shall the Town vote to authorize the Select Board to dispose of tax acquired property in any manner which the Select Board deems in the best interest of the Town of Thomaston, except that the Select Board shall use the special sale process required by 36 M.R.S. § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owners.

Select Board Recommends 5-0

ARTICLE 27: Shall the Town vote to permit acceptance of PREPAID TAXES and to fix the dates of December 1, 2021 for the first payment and June 1, 2022 for the second payment, when the taxes shall become due and payable; and, to see if the Town will fix the rate of interest at 6% percent to be charged on taxes unpaid after said date for the period July 1, 2021 through June 30, 2022.

Select Board Recommends 5-0

ARTICLE 28: Shall the Town vote to set the interest rate of 2% to be paid by the Town on abated taxes pursuant to 36 M.R.S.A. Section 506-A.

EXPLANATION: If taxes are paid but later abated, the municipality must refund the abated taxes and pay interest on them. Title 36 M.R.S.A § 506-A provides that the rate of interest set by the municipality to be paid on overpayments may not exceed the rate set for delinquent taxes, nor be less than that rate reduced by 4%. For instance, if the unpaid rate is 8%, then the Town Meeting may set a rate not higher than 8% and not lower than 4%; it may pick either of those numbers or any number in between. The statute governing the delinquency interest rate is 36 M.R.S.A. § 505(4). Pursuant to Title 36 M.R.S.A. Section 506-A "Overpayment of Taxes," when a tax collector has demanded and received from a taxpayer more than is due and more than appears to be due according to the lists, the excess must be refunded to the taxpayer, even though the amount has been paid into the Town Treasury.

Select Board Recommends 5-0

***NOTE: A copy of all ordinance amendments are available for review and inspection at the Town Clerk's Office, on the Town's website at www.thomastonmaine.gov , and at the polling place prior to voting.**

ARTICLE 29: Shall an ordinance entitled "Section 104-Personnel Committee" be repealed?

Select Board Recommends 5-0

Explanation: The Town of Thomaston adopted the State of Maine Town Manager form of government by Town Meeting vote on March 28, 1949; accordingly, the Town continues to follow Maine Revised Statutes Title 30-A §§2101-2109, 2606, and 2631-2639.

ARTICLE 30: Shall the Town vote to enact an ordinance to be added to Chapter 1, Thomaston Government & Organization as Article XVIII, Section 118-Exemption of Eligible Active Duty Military Personnel from Motor Vehicle Excise Tax?

Select Board Recommends 5-0

ARTICLE 31: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the additions of Permitted and Conditional Uses as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/Select Board Recommends 5-0

ARTICLE 32: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the addition of ARTICLE VIII ENERGY SYSTEMS, Section 758 Solar Energy Systems as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/Select Board Recommends 5-0

ARTICLE 33: Shall Chapter 10, Definitions be amended by the additions and deletions of definitions as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/Select Board Recommends 5-0

ARTICLE 34: Shall the Town authorize the Select Board to enter into an Interlocal Agreement for the purpose of creating the Midcoast Internet Development Corporation?

Select Board Recommends_____

ARTICLE 12: Shall the Town vote to raise and appropriate \$360,402 for the AMBULANCE DEPARTMENT for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 13: Shall the Town vote to raise and appropriate \$255,621 for the TRANSFER STATION for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 14: Shall the Town vote to raise and appropriate \$8,750 for GENERAL ASSISTANCE for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 15: Shall the Town vote to raise and appropriate \$148,256 for the RECREATION & LEISURE SERVICES for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 16: Shall the Town vote to raise and appropriate \$15,660 for SOCIAL SERVICES & LOCAL AGENCIES for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

Explanation: Social Services include Coastal Opportunities, Penquis, New Hope for Women, Pope Memorial Humane Society, Trekkers, Knox County Homeless Coalition, Midcoast Maine Community Action, Rockland District Nursing, Waldo Community Action Partners, Life Flight, Health Equity Alliance, and Big Brothers, Big Sisters. Local Agencies include the Thomaston Historical Society, Christmas Lighting, Memorial Day Committee, Friends of Montpelier, Landscaping Committee, and the Thomaston Food Pantry.

ARTICLE 17: Shall the Town vote to raise and appropriate \$240,141 for UNCLASSIFIED ACCOUNTS for the 2021/2022 fiscal year?

Budget Committee Recommends 5-0/Select Board Recommends 5-0

Explanation: Unclassified Accounts includes town insurance coverage, workers compensation, membership dues, public water for the Public Landing, a part-time town building supervisor, the Thomaston Public Library and Village Cemetery operating contributions.

ARTICLE 18: Shall the Town vote to consolidate the following RESERVE ACCOUNTS?

1. The Public Works Dump Truck, Backhoe, and Sand/Salt Shed Reserves to the **Public Works Equipment Reserve**
2. The Culvert Replacement and Drainage Reserves to the **Culvert Replacement Reserve**
3. The Recreation Center and Skate Park Reserves to the **Recreation Department Reserve**

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 19: Shall the Town vote to raise and appropriate \$442,956 for CAPITAL IMPROVEMENTS & RESERVE ACCOUNTS for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 12: Shall the Town vote to raise and appropriate \$360,402 for the AMBULANCE DEPARTMENT for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

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Budget Committee Recommends 6-0/Select Board Recommends 5-0

ARTICLE 19: Shall the Town vote to raise and appropriate \$442,956 for CAPITAL IMPROVEMENTS & RESERVE ACCOUNTS for the 2021/2022 fiscal year?

Budget Committee Recommends 6-0/Select Board Recommends 5-0

Given under our hands this ____ day of _____ in the year of Our Lord Two Thousand Twenty-One by the vote of the Select Board.

THOMASTON SELECT BOARD:

Peter Lammert, Chair	_____
William Hahn, Vice-Chair	_____
Zel Bowman-Laberge	_____
Diane Giese	_____
Sandra Moore	_____

A true copy of the signed warrant as certified to me by the Thomaston Select Board.

Melissa Stevens, Thomaston Town Clerk

Date

RETURN ON THE PUBLIC HEARING NOTICE

Thomaston, Maine
Date: _____, 2021

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said town, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at the Thomaston Town Office at 13 Valley Street, Pik Qwik Store at 138 Main Street, and Thomaston Grocery at 193 Main Street in said town, being public and conspicuous places in said town, on the ____ day of _____ 2021 A.D., being at least seven days before the meeting.

Timothy Hoppe
Constable of the Town of Thomaston, Maine

Donna Culbertson

From: Sandy Moore
Sent: Thursday, April 08, 2021 3:13 PM
To: Kara George; Donna Culbertson
Cc: Brian Doyle
Subject: agenda for monday's select board meeting

Please add the following to Monday's select board meeting agenda.

"Broadband discussion to bring high speed fiber optic to Thomaston."

"Approve a warrant article to be added to the town vote in June: "

"Shall the Town authorize the Select Board to enter into an Interlocal Agreement for the purpose of creating the Midcoast Internet Development Corporation?"

Warrant article can be changed as needed; this is what Rockport will be voting on at their next select board meeting to add to their town vote. If we don't get this approved Monday and it gets approved later will need to call a special town meeting for the vote. Trying to eliminate more special meetings.

Brian and I are putting together a one-page summary for the meeting Monday.

I will email the summary to the board members and you, though we probably won't have it until Monday.

Sandy Moore
smoore@thomastonmaine.gov
540.845.0447 cell
207.200.6229

MIDCOAST INTERNET DEVELOPMENT CORPORATION INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is made as of the ____ day of _____ 2021, by and among the following Municipalities: the Town of Camden and the Town of Rockport (the “Charter Municipalities”).

WHEREAS, 30-A M.R.S. § 2201, *et seq.*, permits political subdivisions, including municipalities and counties, to enter into interlocal agreements for mutual advantage;

WHEREAS, 30-A M.R.S. § 2203(9), permits, without limiting the powers, privileges or authority that may be jointly or cooperatively exercised pursuant to Chapter 115, any two or more parties to enter into an agreement to establish a regional municipal utility district to provide or, through public-private partnerships, to support or promote broadband services, internet services, and to issue revenue bonds in support of any of the activities undertaken therein;

WHEREAS, the legislative bodies of the Municipalities have determined that it is in the best interest of each Municipality to participate in an agreement for the feasibility, investigation, financing, development, and sharing of open-access fiber optic networks in the Municipalities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Municipalities agree as follows:

1. Purposes

The purposes of this Agreement are to provide a cooperative arrangement for the Municipalities to establish and participate in some or all of the following: (1) jointly engage and contract with one or more providers selected by the Corporation (as that term is defined below) to conduct a detailed engineering / technical design for a collaborative, open-access, cooperatively-operated fiber optic network in the service area of the Midcoast Internet Development Corporation (as that service area is defined below), (2) jointly establish, construct and maintain a fiber optic network to provide Broadband Services, (3) apply for all licenses and permits required for all services authorized under this Agreement; (4) jointly own any land and facilities necessary for the services, including but not limited to one or more “head-end” facilities and / or offices necessary for the operation of the fiber optic network contemplated under this Agreement; (5) own, construct, manage and maintain broadband facilities and to transfer properties and issue easements required for the facilities to support services authorized under this Agreement; (6) enter into any contracts associated with the design, construction, maintenance, replacement, and / or operation of the open-access fiber optic network or other associated broadband facilities to serve persons within the Municipalities, and (7) jointly incorporate and administer a regional municipal utility district authorized to make provisions for Broadband Services, including establishment of rates, collection of revenues, and undertaking all other actions necessary and appropriate for a regional municipal utility district of this nature consistent with this Agreement and the general law.

2. Definitions

As used in this Agreement, the following words and phrases have the following meanings:

- A. "Members" or "Member Municipalities" shall mean the members of the Midcoast Internet Development Corporation established in § 3 of this Agreement;
- B. "Charter Municipalities" shall mean the Towns of Camden and Rockport;
- C. "Governing Boards" shall mean the municipal officers of the Municipalities as that term is defined in 30-A M.R.S. § 2001(10);
- D. "Parties" or "Municipalities" shall mean the Charter Municipalities and other Participating Municipalities as defined herein;
- E. "Residents" shall mean any legal resident of, or other person actually residing in, any of the Municipalities on either a seasonal or year-round basis;
- F. "Midcoast Internet Development Corporation" or "Corporation" shall be the body described in § 3;
- G. "Open-access fiber optic network" or "network" shall mean an open-access dark fiber network that services the Municipalities;
- H. "Users" shall include but not be limited to residents of the Municipalities as that term is defined herein;
- I. "Budget Year" or "Fiscal Year" shall mean the period July 1st through June 30th of the subsequent calendar year, or such other budget year as may be mutually adopted by the Municipalities;
- J. "Broadband Services" shall include both broadband and internet services within the meaning of 30-A M.R.S. § 2203(9); and
- K. "Participating Municipalities" shall mean those municipalities or counties that adopt this Agreement subsequent to the Charter Municipalities.

3. The Corporation

A. **Formation of Corporation.** The Charter Municipalities hereto agree to form a non-profit corporation called the Midcoast Internet Development Corporation (the "Corporation"), organized under Title 13-B, M.R.S. §101 *et seq.*, which shall be organized with the Charter Municipalities as the sole Members. The Corporation shall be a regional municipal utility district, pursuant to 30-A M.R.S. § 2203(9), created to support or promote the provision of Broadband Services and to carry out the purposes set forth in Section 1 of this Agreement.

B. **Powers of Corporation.** The Corporation shall have and exercise all powers necessary or convenient to effect the purposes for which the Corporation is organized, or to further the activities in which the Corporation may lawfully be engaged, including but not limited to those powers enumerated in Title 13-B, M.R.S.A. §101 *et seq.* and Title 30-A M.R.S. § 2203 (9).

C. **Board of Directors.** The affairs of the Corporation shall be governed by a Board of Directors consisting of at least three (3) Directors, selected in accordance with the Corporation's bylaws. The Board of Directors shall consist of the Executive Director of the Corporation and one Director appointed by the Governing Board of each Municipality.

(1) The Board of Directors shall have all necessary and incidental powers granted to directors of non-capital stock corporations under Title 13-B, M.R.S.A. §101 *et seq.*

(2) The Board of Directors shall hold quarterly meetings at an established location and time; but the Corporation may, at its discretion, meet more frequently.

(3) Quorum and Voting. All decisions of the Board of Directors shall be made by vote, with each member of the Board of Directors present having one vote. There shall be no proxy voting. A quorum shall consist of a majority of members of the Board of Directors. In the event of a tie vote, the motion shall fail for lack of a majority.

D. Executive Committee. The day-to-day operations of the Corporation may be run by an Executive Committee, as determined by the Board of Directors. If one is appointed, the Executive Committee shall consist of the Executive Director, the one Director appointed by each Charter Municipality, and any / or all Officers of the Corporation.

E. Fiscal Year and Budget. Each year, prior to the last meeting of the Board of Directors before the close of the Corporation's Fiscal Year, the Treasurer shall develop and prepare a budget for the upcoming year. The budget shall be provided to the Municipalities and to the Board of Directors at least two weeks in advance of the meeting and shall be voted on by the Board of Directors.

4. Development, Expansion, Ownership

A. Initial Contributions. As of the effective date of this Agreement, the Charter Municipalities have made contributions set forth in Exhibit A. Additional contributions made by the Municipalities shall be kept as part of the official records of the Corporation.

B. Broadband Services Provided. After detailed engineering / technical design is completed, the Corporation may decide to contract to establish or expand the fiber optic network and / or operate or provide Broadband Services to the Municipalities, or to any other non-participating municipality, jurisdictions or locations that request such services.

C. Ownership of Network. The open-access fiber optic network constructed by or through the Corporation shall be owned by the Corporation.

5. Property.

A. Real Property. All real property acquired or developed pursuant to this Agreement shall be owned by the Municipality in which it is located, subject to Lease or License rights provided to the Corporation. Nothing in the foregoing shall prohibit the Municipalities from conveying, by gift or valuable consideration, property to the Corporation. The Corporation is authorized to own and encumber any property contributed to it, directly or indirectly, by the Municipalities or acquired pursuant to the Corporation's bylaws.

B. Improvements. All improvements upon real property that makes up a portion of the open-access fiber optic network shall be owned by the Corporation or the internet services providers, as the case may be, but not the Municipality. Upon withdrawal by a Municipality from the Corporation, the Corporation shall have the option to purchase, at market value, the land upon which improvements have been made.

6. Operation and Costs.

A. The costs of the design work, construction and operation of the open-access fiber optic network shall be paid by the Corporation from: funds provided for the development of the

network; fees or charges assessed on Users of the network; lease payments from internet service providers; or such other funds of the Corporation as approved by the Board of Directors.

B. **Funding.** Pursuant to the provisions of 30-A M.R.S. § 2203(9)(B), the Corporation shall be and hereby is authorized to issue revenue bonds in support of any of the activities undertaken pursuant to this Agreement. The Corporation is also hereby authorized to seek grants, contributions, and loans to fund its operations and capital expenditures, and to acquire, lease, encumber and sell property in furtherance of its purposes. Nothing in this Agreement shall be construed to limit the powers of the Corporation as provided by general law.

7. Assessment and Collection of Fees. The Corporation shall be responsible for the assessment, collection, and payment associated with the open-access fiber optic network (the "Revenue").

8. Distribution of Non-Tax Revenues; Reserves. The Corporation shall determine the amount of Revenue to be retained as reserves to fund future expenditures for maintenance, improvements, and / or expansion of the open-access fiber optic network. Any remaining Revenues not required for these purposes, in the sole determination of the Board of Directors, shall be distributed to Municipalities in proportion to the amount of each Municipality's contributions to the Corporation according to the records maintained by the Corporation.

9. Defaults and Dispute Resolution.

A. **Default and Remedies.** In the event either Municipality fails to pay any grant, payment, or other funds required to be paid on a timely basis, which failure to pay has not been cured within thirty (30) days after the Corporation delivers a written notice of default, the non-defaulting Member(s), at its option, may terminate this Agreement and / or pursue all of its remedies at law to recover damages associated with the Municipality's failure to pay, including recovery of its costs of collection, including reasonable attorneys' fees.

B. **Municipal Resolution of Disputes.** In the event of any dispute between the Parties hereto regarding the performance of either Party under this Agreement or as to the determination of any material rights or obligations or entitlements arising from or related to this Agreement, other than a dispute involving a failure to pay any payments required, the Parties shall refer the matter to their duly authorized Municipal Governing Board for resolution. Should such Governing Board fail to resolve the dispute within thirty (30) days from such referral, the Parties agree that any such dispute will be referred to binding arbitration in Knox County, Maine.

C. **Initiation of Arbitration.** Either Party may give notice in writing to the other of its desire to submit the dispute to arbitration and shall designate an arbitrator on its behalf. Within fifteen (15) days after the receipt of such notice, the other Party shall, in writing, serve upon the Party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the Party notified to appoint the second arbitrator within the required time, the Party invoking such arbitration may proceed with the single arbitrator or opt to designate an arbitrator to serve on behalf of the notified Party. In such event, the two arbitrators shall choose a third arbitrator in accordance with this paragraph.

D. Power and Authority of Arbitrators. No arbitrator, whether chosen by a Party hereto or appointed, shall have the power to amend or add to this Agreement. The arbitrator(s) shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration.

E. Time Periods, Award and Costs. The arbitrator(s) shall fix a time within which the matter shall be submitted to the arbitrator(s) and shall issue a decision within ten (10) days after the final submission of the matter, unless for good reasons to be certified by the arbitrator(s) in writing, the arbitrator(s) shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall constitute the final arbitration decision. Such decision shall be made in writing and delivered to each of the Parties. The arbitrator(s)' award shall determine the manner in which the expense of the arbitration shall be borne, except that each Party shall pay the costs of its own counsel. Each Party shall accept and abide by the decision.

F. Final Award. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing Party in any court with jurisdiction, or application may be made by such Party to any such court for judicial acceptance of such award and an order of enforcement. No dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the decision of the Arbitrator(s).

10. Amendment and Termination

The Board of Directors may propose and shall approve by a majority vote, amendments to this Agreement, which shall also require an affirmative vote by the appropriate municipal authority of the Member Municipalities (e.g., by the municipal officers or, where required, by the legislative body of such member municipality). Additional Municipalities may be admitted pursuant to § 11 below, and shall not be construed as an amendment to this Agreement

11. Admission of New Members

The Charter Municipalities contemplate that additional municipalities may wish to become members. Any Maine municipality, plantation or county is eligible to apply for membership.

A. In order to be accepted, an applying member shall:

(1) Have sought and received the approval of its legislative body to become a member and to be bound by this Interlocal Agreement and the Midcoast Internet Development Corporation by-laws; and

(2) Agree to assume, deliver to or make available to the Corporation any grant, payment, or other funding as required by the Board of Directors for admission to the Corporation.

B. The Board of Directors may, by unanimous vote at a public meeting, accept the application of the applicant municipality outright or condition such acceptance upon fulfillment of one or more of the requirements set forth above.

12. Term of Agreement

A. This Agreement shall continue in force for a period of 20 years from the effective date of this Agreement and shall automatically renew for additional 20-year terms unless a Member Municipality or all Member Municipalities vote to terminate this Agreement with written notice to the Corporation, to be provided at least six (6) months prior to the expiration of the initial 20-year term..

B. If a Municipality votes to terminate this Agreement, the open-access fiber optic network in its geographical jurisdiction shall remain the property of the Corporation. Any "head-end" or other facility located in such Municipality, if not previously conveyed to the Corporation, shall remain available for the Corporation's use pursuant to a lease upon reasonable terms, or the same terms, as existed prior to the termination, unless otherwise agreed by the Board of Directors.

C. Upon notice of termination, the Board of Directors shall take all necessary and proper steps to wind-up the affairs of the Corporation, including without limitation, the disposal of property. Upon any dissolution of the Corporation, or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed to Municipalities in proportion to the amount of each Municipality's contributions to the Corporation according to the records maintained by the Corporation, unless the Municipalities have separately and unanimously agreed to another method of allocation.

13. Withdrawal of Members.

A Municipality may withdraw from this Agreement subject to each of the following conditions:

- A. Withdrawal shall be authorized by the Governing Board of the withdrawing Municipality;
- B. The withdrawing Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the Board's fiscal year; and
- C. At or prior to the time of withdrawing, the withdrawing Municipality shall pay the entire amount of its outstanding obligations incurred pursuant to this Agreement, subject to any terms and conditions of grant or other funding. Contributions made pursuant to § 4 are not recoverable to the withdrawing Municipality.

14. Filing of Agreement. This Agreement shall take effect upon the filing of executed copies of this Agreement with the clerks of the Municipalities and the Secretary of State, which shall be filed after adoption by the appropriate legislative body of said Municipalities.

15. Effective Date. This Agreement shall be effective when fully approved by the Charter Municipalities as required by law and as set forth in this Agreement, provided however, that each Charter Member shall complete such approval no later than August 1, 2021. Notwithstanding the

above, nothing herein shall be read to preclude any municipality or county, other than the Charter Municipalities, from participating in this Agreement at a date subsequent to August 1, 2021.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the named Municipalities by their duly authorized representatives. Attested copies of the resolutions of the legislative body of each Charter Municipality authorizing it to join in this Agreement is attached hereto as Exhibit B. Additional Municipalities admitted as Member Municipalities shall execute attested copies of the resolutions of their legislative body consistent with the format of Exhibit C, which resolutions shall be kept as part of the official records of the Corporation.

TOWN OF CAMDEN

_____ **Date:** _____
Select Board Chair

TOWN OF ROCKPORT

_____ **Date:** _____
Select Board Chair

EXHIBIT A

The Charter Municipalities have contributed the following funds as of the date of this Agreement:

**Camden
\$35,000 = 50%**

**Rockport
\$35,000 =50%**

EXHIBIT B

AUTHORITY OF TOWN OF XXX TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF XXX, MAINE (the "Municipality") that:

WHEREAS, the XXX Town Meeting has determined that it is in the best interest of the Town of XXX to create the Midcoast Internet Development Corporation in order to design, construct and operate an open-access fiber optic network in the Municipality;

WHEREAS, there is a need in the Municipality for open-access fiber optic networks;

WHEREAS, the Municipalities of Camden and Rockport desire to enter into an interlocal agreement pursuant to 30-A M.R.S. § 2201, *et seq.*, for the purpose of establishing and operating an open-access fiber optic networks in the Municipalities.

NOW THEREFORE BE IT RESOLVED:

1. That the Town of XXX shall enter into the Midcoast Internet Development Corporation Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit 1, and further, that the Chairman of the Select Board shall be and is hereby authorized to execute said Agreement on behalf of the Town.
2. That the Town of XXX authorizes the Corporation formed pursuant to the Agreement to issue its revenue bonds in accordance with Title 30-A, section 2203(9) of the Maine Revised Statutes, and to acquire, lease and sell property in furtherance of its purposes.

ADOPTED this ___ day of _____, 2021.

A true copy, Attest:

Town Clerk
Town of XXX

[Authorized signature]

EXHIBIT C

AUTHORITY OF [NAME OF TOWN, CITY OR COUNTY] TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE [BOARD OF SELECTMEN OR OTHER GOVERNING BODY] OF THE [Name of Town, City or County] (the "Municipality") that:

WHEREAS, the [Name of Town, City or County] [Town Meeting or City Council] has determined that it is in the best interest of the [Name of Town, City or County] to join the Midcoast Internet Development Corporation in order to design, construct and operate an open-access fiber optic network in the Municipality;

WHEREAS, there is a need in the Municipality for open-access fiber optic networks;

WHEREAS, the Municipalities of Camden and Rockport have entered into an interlocal agreement pursuant to 30-A M.R.S. § 2201, *et seq.*, for the purpose of establishing and operating an open-access fiber optic networks in the Municipalities; and

WHEREAS, the Board of Directors of the Midcoast Internet Development Corporation [has approved or indicated that it will approve] the entry of [Name of Town, City or County] into the Midcoast Internet Development Corporation Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED:

1. That the [Name of Town, City or County] shall enter into the Midcoast Internet Development Corporation Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit 1, and further, that the [Chairman of the Select Board or other authorized Municipal Official] shall be and is hereby authorized to execute said Agreement on behalf of the {Town, City of County}.
2. That the [Name of Town, City or County] authorizes the Corporation formed pursuant to the Agreement to issue its revenue bonds in accordance with Title 30-A, section 2203(9) of the Maine Revised Statutes, and to acquire, lease and sell property in furtherance of its purposes.

ADOPTED this ___ day of _____, 20__.

A true copy, Attest:

Town Clerk
[Name of Town, City or County]

[Authorized signature]

Kara George

From: Daryl Hahn <darylhahn@gmail.com>
Sent: Wednesday, March 24, 2021 10:25 AM
To: Kara George
Subject: Thomaston Green

Good Morning Kara,

The folks who were planning the Community Picnic last fall would like to reschedule this community event for May 30 (Covid dependent of course) and would like permission to use the Green and bandstand that day.

Also, Watts Hall Community Players is hoping to present an evening of musical theater on the July 4th weekend and is asking permission to use the Green and Bandstand on July 2 & 3.

We'll look forward to hearing from you,
Daryl



LEASE AGREEMENT

Lease agreement made and entered into as of the 29TH day of MARCH, 2021, by and between the TOWN OF THOMASTON, MAINE ("Landlord"), a municipal corporation existing under the laws of the State of Maine and located in the Country of Knox, State of Maine and having a mailing address of 13 Valley Street, Thomaston, ME 04861, and SHERRI'S SCHOOL OF DANCE ("Tenant"), located in Thomaston, Maine and having a mailing address of:

83 LAWN AVENUE
ROCKLAND MAINE 04841

WHEREAS, Tenant wishes to lease space for the purpose of DANCE CLASSES in certain real property owned by Thomaston and
WHEREAS, Landlord, acting through its municipal officers as authorized by Town Meeting, is willing to lease said premises under the conditions and terms contained herein NOW, THEREFORE, in consideration of mutual conditions and covenants contained herein, the parties agree as follows:

- Description of Property:** Subject to the terms of the lease, Landlord leases to Tenant TOTAL AREA square feet, more or less, of the Thomaston Academy Building, situated on the southerly side of Main Street in said Town of Thomaston, Knox County, Maine including exclusive use and occupancy of the GYM designated room(s) SAME. Also use of the exterior ground, in common with others, for parking vehicles, recreation and other use incidental and accessory to the tenant's purpose
- Use of Property:** Use of the property shall be limited to the Tenant's purposes. Alterations shall not be made by Tenant without prior written consent of the Landlord, provided, however, that the Landlord shall not unreasonably withhold consideration for alterations reasonably necessary to Tenant's intended use of Premises. Tenant, when so authorized, shall have the right to make alterations or additions to the Premises at its sole cost and expense; provided, however, that any such alterations and additions shall be of such workmanship and material at least equal to that state or condition of the Premises as they exist prior to the making of such alterations, or additions, and further provided that

no such alterations or additions shall reduce the strength or value of the Premises as they exist immediately prior to the making of such alterations or additions. Tenant shall have neither the right nor the obligation at the end of the term of this lease, or any renewals thereof, to remove the same.

3. **Rent:** Tenant shall pay as rent to the Landlord the rental of \$ 400⁰⁰ MONTHLY ^{MONTH} ^{MONTH} annually. The rental is Payable in equal installments of \$ _____ in advance, of the first day of each quarter for the quarter's rental, during the term of the Lease. Rental payments shall be made to the Landlord at Thomaston Town Office, 13 Valley Street, Thomaston, ME 04861. Checks shall be made payable to the Town of Thomaston through the term of the Lease.
4. **Duration:** The term of this Lease shall be for the period of ~~one year~~ ^{TWO MONTHS} beginning 03/29/2021 unless sooner terminated as herein provided. Tenant shall have the option to renew this Lease for an identical term provided that it gives the Landlord written notice that it wishes to exercise the option three (3) months prior to the expiration of the initial term, and further provided that the parties meet to negotiate rent and other changes provided in the Lease. Tenant shall have the option to terminate this Lease upon written notice to the Landlord at Least three (3) months of Tenant's intent of termination.
5. **Repairs and Maintenance:** Landlord covenants and agrees as follows:
- To provide an elevator in compliance with all applicable laws and codes to provide adequate access to handicapped individuals to every level of premises;
 - To provide snow plowing for the parking lot and snow removal from walkways;
 - To provide repairs to mechanical and electrical systems owned by the Town;
 - To be responsible for the maintenance and continuous operation of all safety systems in the building, but not limited to, fire alarms and fire suppression systems, as required by law, code or ordinance;
 - To be responsible for major repairs including exterior structural repair of the building, provided, however, that the Tenant shall notify the Landlord, in writing, of the need for major repairs.
6. **Utilities:** Tenant covenants and agrees as follows:
- To provide telephone service and installation as required by the Tenant.
 - To provide janitorial services, light bulbs, toilet paper, soap, cleaning equipment and supplies, furniture and any other supplies required by Tenant for this area.
 - To provide interior and exterior signs as required by the Tenant.
7. **Parking:** Landlord agrees to provide and maintain for the benefit of the Tenant and Tenant's employees, agents, students and invitees, in common with other tenants, sufficient parking area to include adequate and appropriate parking spaces for handicapped individuals.
8. **Access to Premises:** Tenant shall permit Landlord, or its agents, upon twenty-four (24) hours notice from the Landlord, to enter the Premises at all reasonable hours to inspect the Premises or make improvements/repairs and the Premises to prospective buyers, provided however, that Landlord shall respect all privacy requirements provided by law. Subject to the foregoing provisions regarding notice,

interference and privacy, at any time within twelve (12) months prior to the expiration of the term of the Lease, the landlord may show the Premises to person wishing to rent them.

9. **Easements, Agreements or Encumbrances:** The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Premises.
10. **Quiet Enjoyment:** Landlord warrants that the Tenant shall be granted peaceable and quiet enjoyment of the Premises of any eviction or interference by the Landlord if Tenant pays the rent and other charges provided in this Lease, and otherwise fully complies with the terms and conditions imposed on the Tenant.
11. **Default:** If, during the term of the Lease, or any extension of the term, Tenant shall default in the payment of rent or in the performance of any covenants or conditions required by the Lease, and if default is not corrected within fourteen (14) days after the delivery of written notice from the Landlord specifying the default and sent by registered mail, the Landlord shall have the right, as its elections, to terminate this Lease or to re-enter the leased Premises and remove all persons and/or improvements from the Premises, or to take any other action for the enforcement of any right or remedy available to the Landlord at law.
12. **Waiver:** Tenant covenants and agrees that, except as herein otherwise provided, the rights and remedies of the Landlord under this Lease shall be cumulative and that the exercise of any one of them shall not be exclusive of any other right or remedy provided by this Lease or otherwise allowed by law or in equity and that the waiver by Landlord of any breach of any covenant or covenants or conditions or failure of omission on the part of Tenant to perform any other different covenant or condition on the same or any other occasion and that, except as aforesaid, the receipt of any rent or other amounts of any portion thereof shall not operate as a waiver of Landlord's right to enforce the payment of subsequent installments of rent or any other rights of the Landlord under the lease by any remedies which may be available to Landlord.
13. **Notices:** All notices or other writings pertaining to this Lease must be in writing and delivered to:

Landlord: Town of Thomaston
13 Valley Street
Thomaston, ME 04861

Tenant: SHERRI'S SCHOOL
OF DANCE

The address to which any notice, demand, or other writing may be given, made, or sent to any party as above provided may be changed by written notice by addressee to the other party.

- 14. Sublease or Assignment:** The Lease Premises shall not be sublet in whole or in part, or this lease assigned or transferred without the prior, express, and written consent of the Landlord. Such consent shall not be unreasonably withheld by Landlord. Any attempted unauthorized assignment, sublease or license to occupy shall be void, and shall terminate this Lease at the Landlord's option.
- 15. Indemnity and Insurance:** The Landlord shall obtain and maintain public liability, fire and other casualty insurance upon the Premises. The Tenant shall maintain a policy of general liability insurance of not less than \$1,000, 000. Tenant shall indemnify and hold the Landlord harmless from and against any and all expenses, claims, lawsuits, judgments and costs including reasonable attorney's fees, that the Landlord may become liable to pay or defend due to claims of personal injury or property damage due to the negligent acts or omissions of the Tenant; PROVIDED THAT ANY LIABILITY OF THE Tenant under this Lease shall be limited by the provisions and limitations of the Maine Tort Claims Act 14 M.R.S.A. Sec. 1801, et seq.
- 16. Surrender of Possession:**
- a) The Tenant shall, on the last day of the term, or on earlier termination and forfeiture of this Lease, peaceably and quietly surrender and deliver the Premises to Landlord free of sub-tenancies, including all additions, and improvements constructed or placed on Premises by the Tenant, except moveable trade fixtures, all in good condition and repair.
 - b) If the Landlord so elects, any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to the Tenant, if not removed at the termination or forfeiture of this Lease shall be deemed abandoned and become the property of Landlord without any payment or offset for such fixtures or property, provided Landlord first gives Tenant thirty (30) days advance written notice to remove same after expiration of the thirty (30) day notice period, at Landlord's election, Landlord may remove such fixtures or property from the Premises and store them at the risk and expense of the Tenant.
 - c) The tenant shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.
- 17. Damage to Premises:** If the Premises shall be so damaged by fire, the elements, casualty, war, insurrection, riot, public disorder, acts of authorized on the part of any governmental authority or any cause happening as to be substantially destroyed, the Landlord may, at its sole option, either restore the Premises to their previous condition or terminate the Lease. In either event, Tenant shall not make claim against the Landlord for damages to it because of said termination.
- 18. Compliance with Laws:** Landlord shall indemnify Tenant and hold it harmless from any loss, liability, claim, damages and expenses, including reasonable attorney's fees, of every nature to any person as a result of the Landlord's failure to comply with its obligations under the law. This covenant relates solely the physical condition of the Leased Premises. Tenant covenants that the Premises shall not knowingly allow others to do anything in, or on or about the premises, which would result in adverse or notorious publicity or affect the good name and reputation of the Landlord.

19. **Attorney's fees:** If Landlord files an action against the Tenant to enforce any covenant of this Lease, or for breach by tenant of any covenant of this Lease, Tenant agrees to pay Landlord reasonable attorney's fees for the services of the Landlord's attorney.

20. **Amendment:** This lease may be amended only by written agreement signed by the parties.

DATE: 03/29/2021

TENANT: Sherril Bagnall
Sherril S. Bagnall

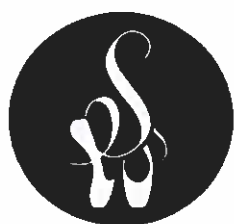
DATE: 03/29/2021

ACADEMY CHAIR: [Signature]

The Town of Thomaston Selectpersons:

DATE: _____

- Peter Lammert, Chair** _____
- William Hahn, Vice-Chair** _____
- Sandra Moore** _____
- Diane Giese** _____
- Zel Bowman-Laberge** _____



SHERRI'S

SCHOOL OF DANCE

83 Lawn Avenue

Rockland, Maine

570-8203/596-6576

Classes held Monday, Wednesday & Thursday 3:30-7:30

Arrive by 3 to set up

Monday- 10 Students

Wednesday – 13 Students

Thursday – 12 Students

Need for 8 weeks March 29-April 8

April 5-8

April 12-15

April 26-29

May 3-6

May 10-13

May 17-20

May 24-27



Coverage Is Provided In:
West American Insurance Company

Policy Number:
BLW (21) 58 84 85 00
Policy Period:
From 09/13/2020 To 09/13/2021
12:01 am Standard Time
at Insured Mailing Location

**Commercial General Liability
Declarations**

Basis: Occurrence

Named Insured

Agent

SHERRIS SCHOOL OF THE DANCE
SHERRI BAGNALL DBA

(207) 677-3606
J EDWARD KNIGHT & CO - NH

SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	300,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	222.00
	Policy Writing Minimum Premium Adjustment	277.00
	Certified Acts of Terrorism Coverage	1.00

Total Advance Charges: \$500.00

Note: This is not a bill

To report a claim, call your Agent or 1-844-325-2467



New Applicant

Boards & Committees Application Town of Thomaston, Maine

13 Valley Street Thomaston, ME 04861
Phone (207) 354-6107 Fax (207) 354-2132

Date: 3/30/21
Name: JANET DWELLEY
Street Address: 12 MAURICE AVE
Mailing Address (if different): _____
Home Phone Number: _____
Cellular Phone Number: 207-691-3558
E-mail Address: janetdadden@roadrunner.com
Preferred Method of Contact: e-mail
Committee you wish to serve on: Academy Board of Trustees
How long have you been a resident of Thomaston? 22 years

Please explain why you are interested in serving on a Board or Committee?

I want to help preserve the Thomaston Academy

Do you have any background that would be helpful to this Board or Committee?

I have been the custodian at the Academy for 10 years.

Any suggestions or comments:

Please return this form to: Town of Thomaston
 13 Valley Street
 Thomaston, Maine 04861

For Official Use Only

Date Application Received: 3-31-21

Appointment Term: 2 years

Resignation Date: _____

Member being replaced:
vacancy

Town Manager Review: _____
(Initials)

Town Clerk Review: (ms)
(Initials)

Missy Stevens

From: Jane Weintraub <weintraub.jane@gmail.com>
Sent: Thursday, April 8, 2021 7:52 AM
To: Missy Stevens
Subject: Application for your use
Attachments: Apr 8, Doc 1.pdf

Sent from my iPhone

4-8-21
Recd by email (ms)



New Applicant

Boards & Committees Application Town of Thomaston, Maine

13 Valley Street Thomaston, ME 04861
Phone (207) 354-6107 Fax (207) 354-2132

Date: 4/9/21
Name: Jane Weintraub
Street Address: 32 Gleason St
Mailing Address (if different): _____
Home Phone Number: 802 777 0628
Cellular Phone Number: _____
E-mail Address: weintraub.jane@gmail.com
Preferred Method of Contact: email / no text
Committee you wish to serve on: Econ

How long have you been a resident of Thomaston? 1yr

Please explain why you are interested in serving on a Board or Committee?

Help town thrive
Maintain unique assets, charm, beauty
Innovate

Do you have any background that would be helpful to this Board or Committee?

Exec Mgnt 10+ yrs
workforce dev
Start up
self-employed

BS Urban Studies
MS Change Mgnt

Any suggestions or comments:

Please return this form to: Town of Thomaston
13 Valley Street
Thomaston, Maine 04861

For Official Use Only
Date Application Received: <u>4-8-21</u>
Appointment Term: <u>No Term</u>
Resignation Date: _____
Member being replaced: <u>vacancy</u>
Town Manager Review: _____ (Initials)
Town Clerk Review: <u>(ms)</u> (Initials)

Missy Stevens

From: Sandy Moore
Sent: Tuesday, March 23, 2021 11:10 AM
To: Missy Stevens
Subject: Fw: resignation Jane Weintraub TCC

Missy,

Here is Jane's resignation

Sandy Moore
smoore@thomastonmaine.gov
540.845.0447 cell
207.200.6229

From: Jane Weintraub <weintraub.jane@gmail.com>
Sent: Tuesday, March 23, 2021 9:57 AM
To: Sandy Moore <smoore@thomastonmaine.gov>
Subject: resignation

Hi Sandy,

I am officially resigning from the conservation committee.

Please let me know if you need anything else.

Best,

Jane

MEMORANDUM

TO: TOWN EMPLOYEES & SELECT BOARD

FROM: KARA GEORGE, TOWN MANAGER

DATE: APRIL 2, 2021

RE: UPDATE ON COVID RESTRICTIONS/OFFICE PROCEDURES

The State of Maine has implemented a Moving Maine Forward Plan. With this, there are changes for gathering capacities and travel restrictions. Additionally, I have outlined reopening plans for the Municipal Building. All plans are subject to change based on direction from the State.

INDOOR GATHERINGS:

From March 26, 2021 through May 23, 2021: 50% of permitted occupancy, 5 persons per 1,000 sq. ft., or 50 persons, whichever is greatest. Note that 6-foot physical distancing must still be maintained.

May 24, 2021 and thereafter: 75% of permitted occupancy, 5 persons per 1,000 sq. ft., or 50 persons, whichever is greatest. Note that 6-foot physical distancing must still be maintained.

The Multipurpose Room will fit 30-35 people comfortably that are social-distanced.

OUTDOOR GATHERINGS:

From March 26, 2021 through May 23, 2021: at a facility or event that is subject to a permitted occupancy limit, the limit is 75% of permitted occupancy. The limit is subject to the 6-foot physical distancing requirement. At an outdoor venue not subject to an occupancy limit (such as an open field) there is no set limit on the number of persons who may attend, provided that 6-foot physical distancing can be maintained.

May 24, 2021 and thereafter: at a facility or event that is subject to a permitted occupancy limit, the limit is 100% of permitted occupancy. The limit is subject to the 6-foot physical distancing requirement. At an outdoor venue not subject to an occupancy limit (such as an open field) there is no set limit on the number of persons who may attend, provided that 6-foot physical distancing can be maintained.

TRAVEL RESTRICTIONS:

Effective March 5: Travel from Massachusetts, Connecticut, and Rhode Island are exempted from Maine's test or quarantine requirement, joining Vermont and New Hampshire. People who have either had COVID-19 in the previous 90 days, or are fully vaccinated against COVID-19, regardless of state

of origin, are now exempted from Maine's test or quarantine requirement. Federal requirements related to international travel, however, remain in effect.

Effective May 1: Shift Maine's COVID-19 travel policy to automatically exempt all states, unless otherwise determined by the Maine CDC. If one or more states see a spike in cases of highly contagious COVID-19 variants, Maine will apply its test or quarantine requirement to travelers to and from that state.

Moving Maine Forward | Covid-19

MUNICIPAL BUILDING PROCEDURES:

Effective Monday, May 10th, 2021, the Municipal Building will reopen without requiring an appointment with some exceptions.

The Town Office Hours will resume to the following until further notice and is subject to change based on State executive orders and staffing conditions:

Mondays	8 am-12 pm 1 pm-5 pm (Closed for 1 hour for lunch and deep cleaning)
Tuesday	8 am-12 pm 1 pm-5 pm (Closed for 1 hour for lunch and deep cleaning)
Wednesdays	12 pm-5 pm (Open from 8 a.m. to 12 p.m. by appointment only)
Thursdays	8 am-12 pm 1 pm-5 pm (Closed for 1 hour for lunch and deep cleaning)
Friday	8 am-2 pm

- All staff are to continue monitoring their health. If anyone is experiencing any COVID-related symptoms, please STAY home. Additionally, anyone that is in direct contact with a positive COVID case or tests positive themselves are to notify their direct supervisor immediately.
- Only 1 customer will be allowed at the front counter at a time to maintain social distancing. At the Town Office entrance door, 6-foot spacing will be taped off on the floor for any customers waiting in line.
- Only 1 customer is allowed in the Assessing/Code Enforcement lay-out room at a time.
- The drop box will remain at the entrance to the Municipal Building. Customers are welcome to drop off sewer payments, tax payments, and correspondence at the drop boxes. Online services, mail, and phone services are encouraged.
- ***Any lengthy transactions, at the discretion of the Town Office Staff, (i.e., applying for a marriage license) will require making an appointment. Please call 207-354-6107 to make an appointment.***

Thank you everyone for your patience and cooperation during this time.