



**AGENDA**

**SELECT BOARD MEETING  
MONDAY, SEPTEMBER 28, 2020  
WORKSHOP: 5:00 P.M.  
REGULAR MEETING: 6:00 P.M.**

**MULTI-PURPOSE ROOM**

*(If you wish to attend via Zoom, please email the Town Manager at [kgeorge@thomastonmaine.gov](mailto:kgeorge@thomastonmaine.gov))*

**SELECT BOARD & PERSONNEL COMMITTEE JOINT WORKSHOP AT 5 P.M.**

**SELECT BOARD REGULAR MEETING AT 6 P.M.**

1. **CALL THE MEETING TO ORDER**
2. **PUBLIC HEARINGS:**
3. **APPROVE THE MINUTES OF:**
4. **APPROVE THE WARRANTS**
5. **ADJUSTMENTS TO THE AGENDA**
6. **TOWN MANAGER'S REPORT**
7. **PUBLIC COMMENTS** – *Rene talk about Little League field*
8. **OLD BUSINESS**
9. **NEW BUSINESS**
  - A. **Recognize Henry Carey as recipient of this year's Spirit of America Award.**
  - B. **Consider appointments for Boards, Committees, and Trustees for 2020-2021.**
  - C. **Consider Select Board appointments to Boards, Committees, and Trustees for 2020-2021.**
  - D. **Consider annual appointments of Municipal Officers & confirmation of Town Manager appointments.**

- E. Confirm the Town Manager's and Public Works Director's recommendations to appoint Tony Leo to the Public Work's Laborer/Operator I position.
- F. Discuss noxious weeds located on Carmen Lavertu's property located at 43 Beechwood Street.
- ~~G.~~ Review the request of Chris Crosman to place American flags at the Thomaston Green to mark the passing of folks due to the COVID19 pandemic.
- H. Set a workshop date to discuss the voting results of the Thomaston Green Development and where the Town goes from here. *(Suggested dates: Wednesday, October 7<sup>th</sup> or Thursday, October 8<sup>th</sup> at 6 p.m.?)*
- I. Review for approval the Sundog Solar Contract Payment of a 30% deposit per the request of Pollution Control Superintendent John Fancy.
- J. Consider authorizing the Town Manager to sign the Dirigo Engineering proposal for engineering services for the Beechwood Street Culvert Replacement at a cost of \$24,000 from the Culvert Replacement Reserve.
- K. Reschedule the first October meeting of the Select Board to Wednesday, October 14<sup>th</sup> at 6 p.m. due to the Monday holiday.
- L. Set a joint workshop date to discuss future roles of the Comprehensive Plan Committee per the request of Daryl Hahn. *(Suggested date: Wednesday, October 14<sup>th</sup> at 5 p.m.)*
- M. Review for signature the Local Road Assistance Program (LRAP) Certification. (The Town of Thomaston will receive \$23,556 on December 1, 2020 towards the capital improvements of highways.)

**10. ADJOURN**

**Upcoming Dates:**

Tuesday, September 29 <sup>th</sup> at 2 p.m.	Article 3 Crematorium Recount
Wednesday, October 7 <sup>th</sup> at 2 p.m.	Employee Safety Training (Offices Closing Early)
Monday, October 12 <sup>th</sup>	Holiday Observed, Offices Closed

To: Town of Thomaston Select Board

**Petition to Remedy Faulty Drainage Causing Property Damage to 43 Beechwood Street**

9-24-2020

From: Carmen Lavertu

354-9556

clavertu@gmail.com

**Condition of Poor Drainage**

Homeowner Carmen Lavertu's property at 43 Beechwood Street is impacted by standing water and saturated soils caused by an improperly constructed and poorly maintained drainage system on the abutting property, 39 Beechwood Street, owned by C&C Realty. This condition was further exacerbated by Town of Thomaston drainage improvements upstream which increased flow volumes and rates into C&C's system. Water backing up and spilling over from the C&C system causes Lavertu's yard to function as a stormwater infiltration basin, making a significant portion her acreage unusable and non-improvable.

**Drainage Modification Description**

Prior to development of the apartments in 1986, the 39 Beechwood parcel was a gently sloping grazed field with a drainage swale running unimpeded across it east and southeast toward Route 1. Two pipes fed the swale at its west end, a large pipe from the catchment area on Beechwood's west side, and stone culvert from the north draining the catchment on Beechwood's east side.

Construction of the apartments in 1986 impacted the drainage of 39 Beechwood in four major ways:

- 1) The open field was filled to elevate the building pads and parking lot above existing grade, and the swale was piped under the parking lot. This blocked the historic dispersion of stormwater in the open field.
- 2) The design of the new pipe restricted incoming flow in two ways. It appears to be undersized, as its cross-section is less than the two pipes upstream. And the pipe inlets at a right-angle to the channel, reducing flow efficiencies.
- 3) The pipe was improperly installed elevated above the channel grade so that the drainage flow is not completely collected by the pipe. Water is left standing in the swale until it infiltrates into the ground. Neighbor Ray Ludwig observed this condition and pointed it out to field personnel working on the swale in 2006.

4) The remaining open drainage channel was confined on its east side by the new parking lot and its south side by the new driveway, both elevated above original grade creating an impounding bank. The channel's north side was left in its original gentle contour, which carries into 43 Beechwood, and which is where the impeded flows backup into.

In 2000, the Town of Thomaston replaced the 19th century culvert on the east side of Beechwood and made other drainage improvements in that upstream catchment. This increased the rate and volume of flows into the C&C system, increasing the amount of water backing up into 43 Beechwood.

### **Wet Ground Impacts**

Ray Ludwig, a longtime Beechwood resident, states that before the apartments the drainage through 39 Beechwood flowed freely and the area was well drained and covered in grass. The yard of 43 Beechwood was all turfgrass then, and continuous across the swale along Beechwood.

The apartment drainage modifications caused water to back up in the remnant open drainage area, overflowing its shallow channel, then ponding on and saturating the flatter original contours on its south side, including a significant portion of the abutting 43 Beechwood.

Because the channel is not completely piped and water is only slowly drained by infiltration, wet soils persist well beyond the normal end of winter melt period into the spring grass mowing season. Similarly, rain events throughout the year result in wet ground for extended periods.

The wet ground conditions make turfgrass and landscape plantings difficult to impossible to maintain. And the wet ground has favored a series of invasive weeds that have now overtaken formerly grassy swale of 39 and 43 Beechwood. Further, the wet weedy overgrowth provides habitat for pest species, including mosquitos, ticks, skunks and deer.

The wet ground condition occurs along the full 150' length of Lavertu's south boundary and extends from approximately 10' to 20' into the yard. Effectively a fifth of the 0.27 acre parcel is taken as an infiltration basin and is otherwise unusable or improvable.

### **Lavertu History at 43 Beechwood**

Carmen Lavertu purchased 43 Beechwood in May 1997, happy to find a place in a walkable small town with space to garden and landscape to improve. The neighbor's swale area was dry and neatly mown. No drainage problems were disclosed by the owner, realtor, inspector or town.

Lavertu began manually pulling weeds that were invading the turfgrass. Over the course of twenty (20) years wading into the tall brush to do this work she has had two serious tick bites which required

medical treatment. The tick identified in the most recent case (Spring 2019) tested positive for Lyme.

After extensive flooding and long-standing water she complained to Public Works in March 1998, who said that they would request action from the abutting owner, Dirigo Housing. After 19 months of no action she wrote a letter of complaint to Mayor Blastow in September 1999. The abutter finally dredged the ditch in late 1999 after two letters from the code enforcement officer Peter Surek, March 1999 and October 1999.

However, flooding continued to be problem and Lavertu attempted to block with water by constructing a berm with her own money. Unfortunately, this could not prevent the water backing up in the southeast area and the ground saturation from infiltration throughout the swale area. Eventually the berm washed away.

Town upgrading of the Beechwood eastside drainage in 2000 (described above) increased the flooding impacts along the unimproved open swale. Continued verbal complaints were filed over the years and a dredging of the ditch was again performed in 2006. This is the last known maintenance performed on that drainage.

The abutter, now C&C Realty, stopped mowing the wet swale completely and has allowed weeds to grow uncontrolled along the entire 150' south boundary of Lavertu's property to this day. Aggressive species such as purple loosestrife, deadly nightshade and Himalayan balsam continually invade her yard from the abutter and have been impossible to control.

Continued flooding and continued unresolved complaints have added to her aggravation and stress in the ensuing years. She waited patiently while the Town was committed to major improvements of Main Street and the Business District, assuming that she was on a waiting list, but apparently was not.

Lavertu resumed making requests to have the "ditch" dredged and weeds controlled in this August 2020. At that time the full scope of the drainage malfunction, that her property was functioning as an infiltration basin, had not been determined. The general response of Town representatives was this was a private property responsibility, but some welcome attention to the issue was provided.

Chairman of the Select Board, Peter Lammert, made a site visit in early August at Lavertu's request. His feeling was that the Town could not do anything about weeds and that drainage maintenance was the private property owner's responsibility.

Lavertu was finally able to get a meeting with C&C property managers this August 14 2020 about to doing something about the drainage and the weeds. They thought it was the Town's responsibility to maintain stormwater conveyances and they did not know the location of their own property boundary. The managers promised to pursue the issue, but now 6 weeks later no follow-up response of any kind has come.

Town Code Enforcement Officer, Bill Wasson, made a site visit on August 24, 2020. His assessment was that the abutter, by allowing their drainage pipe to be obstructed by vegetation and debris, was out of compliance, and he made a verbal statement that compliance would be required. It is not known if a formal notice has been made.

### **Current Assessment**

Lavertu engaged her son, Michael OBrien, who has professional experience with site analysis and topographic mapping, to analyze the problem. Based on discussions with Lavertu, Lammert, Wasson and Ludwig, and his observations of site conditions over the last 6 months, he made the assessment, described above: that the modified grades confining the swale on the south and east are forcing water to disperse north as soon as it discharges from the two Beechwood pipes; and that the impeded outlet at the southeast has caused the unimproved open drainage area, including the adjacent low topography of 43 Beechwood, to function as an infiltration basin.

### **Significant Harms**

Over 20 years of battling the "ditch" Lavertu has incurred significant material and personal harm. Investments in landscape improvements and drainage mitigations have been wasted. Exposure to annoying mosquitos, garden damaging deer and health harming ticks. Countless hours spent fighting invasive weeds which could have been profitably put toward improving her real property. A significant portion of the parcel not fit for use or improvement, thus reducing its real estate value and resale attractiveness. And ultimately a multitude of emotional sufferings: not being able to enjoy her whole property, dissatisfaction with the condition of one's home, frustration of not being able to get help, and worrying about a decaying asset and reduced ability to pay for care in the later years of her life.

### **Remedies**

Lavertu has consistently expressed and demonstrated a willingness to work constructively with all parties to achieve a reasonable resolution. Three possible remedies are offered here to advance the discussion.

#### **1) Construct an actual detention basin**

This would require compensation for the land taken and development of a manageable landcover. Matching the channel grade to the pipe elevation could be costly. Landscape aesthetics could be negatively impacted. Market value of 43 Beechwood would be reduced, and this could inhibit future improvements to it.

**2) Complete the piping from the Beechwood outlets to the C&C inlet**

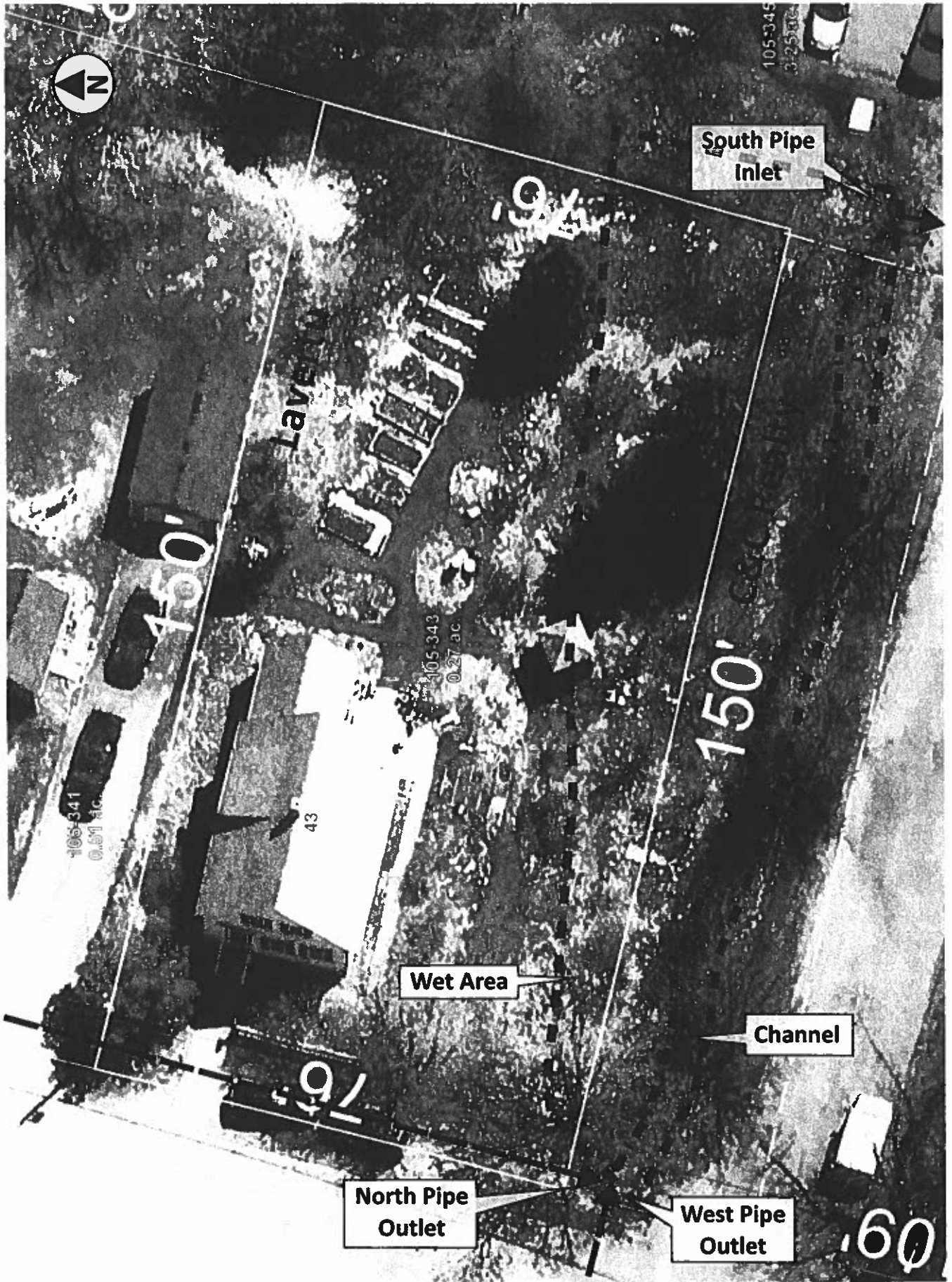
The simplest solution appears to be upgrading the open drainage to a pipe. This addresses the problem of matching grades at the parking lot pipe. Water would no longer be impeded at the parking lot pipe, eliminating the detention of water on site. Debris from the open drainage would no longer enter the parking lot pipe. Minimal excavation would be required as the existing channel is below the base grade of the proposed pipe. Fill soils covering the new pipe would establish a smooth grade from the apartment driveway north to the property boundary. The new grade of well drained soils would be easy to maintain as turfgrass and landscape plantings. Lavertu is agreeable to any grading and vegetation removal as required on her property for this solution.

**3) Acquire 43 Beechwood parcel for public drainage, habitat and recreation uses**

The site is already providing de-facto stormwater services and the owner's diverse landscape plantings currently provide significant habitat for native birds and beneficial insects. As a town property the site could be further developed for its stormwater, ecological and aesthetic values as a park for passive enjoyment. This proposal would enhance the livability and property values of the underserved Beechwood neighborhood and be especially enjoyable to seniors.

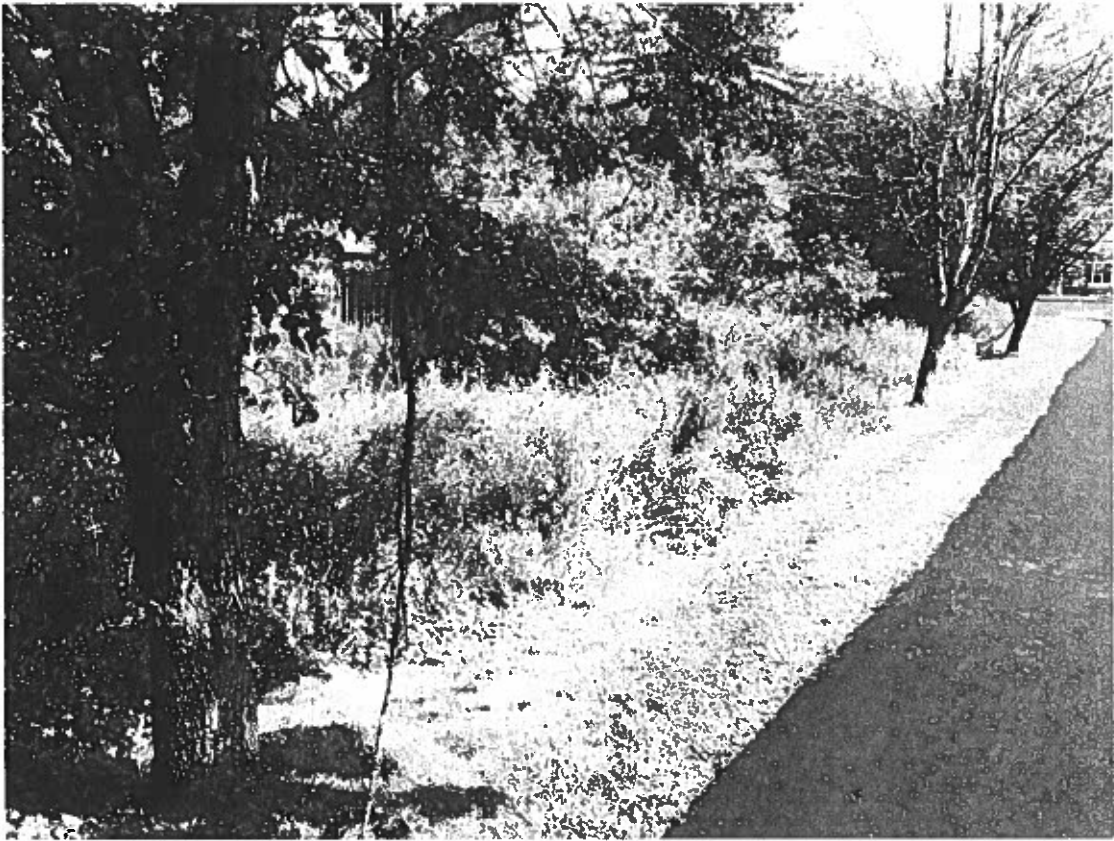
**Enclosures:**

- 1) Parcel map with conditions annotated
- 2) Current site condition photos of drainage swale area

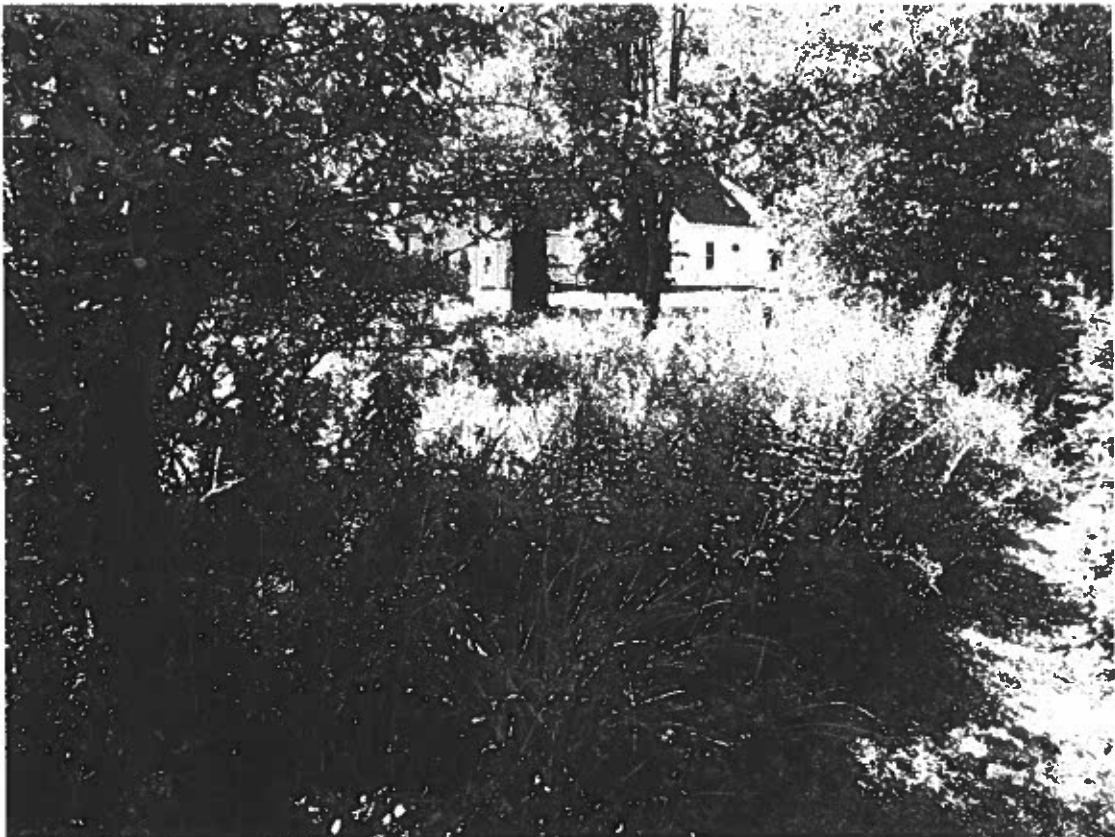


MAP - Drainage Conditions

Lavertu - 43 Beechwood St 9/23/20



**C&C Realty parcel - View East from Beechwood to swale (9/14/20).**



**Lavertu parcel - View West across swale to Beechwood Street (9/14/20).**

## Kara George

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**From:** Chris Crosman <chris.b.crosman@gmail.com>  
**Sent:** Wednesday, September 23, 2020 9:36 AM  
**To:** Kara George; Bill Hahn; Sandy Moore; Peter Lammert; Diane Giese; Zel Bowman-Laberge  
**Subject:** Flags for the Green

Recently there was a news story about placing small American flags on the National Mall. As of yesterday they have placed 200,000 plus flags to mark the passing of folks due to the Covid19 pandemic. While Maine has been spared from the most devastating impacts from the virus, we still have, as of a few days ago, 140 souls to mourn. I'd like to suggest a volunteer effort to place flags for each person who has died due to the virus on the Thomaston Green. Perhaps, local businesses, as well as individuals, can be solicited to contribute toward the cost of the flags. Daily reports of people passing, like the young 28 year-old physician who contracted the disease from treating Covid patients, are heartbreaking and need to be marked as this national tragedy has deeply affected so many, including all of us who remain healthy. I am happy to investigate costs and solicit volunteers if the Town grants permission? Thank you

Chris Crosman  
354-0543

# Memo

**To:** Selectboard & Town Manager  
**From:** John Fancy  
**Date:** September 23, 2020  
**Re:** Solar Project Update

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Having completed the design, selected Sundog Solar to install the solar array and obtained an Interconnection Agreement with CMP we are ready to begin installation of the solar array. The following is an update of what has been done or is being worked on.

- A new road to the solar array site has been built and graded.
- The trees at the site have been cut, chipped and hauled away.
- The stumps in the area where the solar array will be have been removed and hauled away.
- The solar array area is being cleared of rocks and smoothed up.
- The fence around the lagoons has been moved where it abuts the solar array and a new gate added to allow access to the solar area.
- The area to be used for making the concrete pads to hold the panels has been cleared and Sundog has ordered gravel to level this up.
- Sundog has scheduled the forms for the concrete pads for delivery in two weeks. Pad construction will begin soon after that.
- Sundog has begun negotiations with CMP about the details of the interconnection, location of the transformer pad, etc.
- Sundog has the solar panels on order for delivery in November.

So far Pollution Control has spent \$72,934 and when the bill for the rock removal and cleaning up arrives the total will be about \$80,000.

# Memo

**To:** Selectboard & Town Manager  
**From:** John Fancy  
**Date:** September 21, 2020  
**Re:** Sundog Contract Payment

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The contract with Sundog Solar to install the solar array is for \$958,286. The contract calls for the Town to pay 30% of the contract price within 10 business days of signing the contract. This is \$287,485.80, however, we will keep retainage (5%) from all payments until the work reaches "Substantial Completion". This would make an initial payment of \$273,111.51. This is their standard contract and when Sundog installed the solar panels on the new Vocational School, the school paid the 30% up front.

There is some concern that this is a large amount of money and that putting the money up front before any work is done poses some risk to the Town.

I believe the first concern can be addressed by getting our funding package resolved as soon as possible. The second concern is covered by the fact that Sundog has to provide the Town with a Performance Bond covering all their work on the project. If, for any reason, they are unable to complete the project as designed the bonding company will step in to arrange for the work to be done at the price contracted with Sundog. In other words, the bonding company, not the Town, will be stuck if Sundog does not do the work after they have been paid.

After this initial payment Sundog will be paid only for work completed, not in advance.

It is recommended that the Selectboard move the project ahead by: **Move to authorize the Town Manager to pay Sundog Solar \$273,111.51 toward the install a photovoltaic system as outlined in their contract.**

**Thomaston Waste Water Pollution Control Department  
SOLAR ELECTRIC SYSTEM CONTRACT**

This Solar Electric System Contract (This "Contract") is made as of September 16th 2020, by and between Sundog Solar, LLC, a Maine Limited Liability Company (the "Contractor") and Town of Thomaston, Pollution Control Department with property located at 33 Clark Street, Thomaston, ME 04861 (the "Owner"). This Contract constitutes a binding Agreement between Contractor and Owner. WITNESSETH, that the Contractor and Owner, for the Consideration named, agree to the following terms:

**Section 1. Scope of Work**

All labor, equipment and materials necessary to complete the work specified in the proposal sent on 4-22-2020 and the attached proposal summary (herein referenced as "Exhibit A") and Photovoltaic Installation Scope Of Work (herein referenced as "Exhibit B").

**Section 2. Time of Completion**

The work to be performed under this Contract shall commence on or about October 19th, 2020 and shall be substantially completed within **One Hundred and Eighty (180) working days** not subject to CMP electric utility construction delays. For the purpose of this Contract, a working day is defined as a Monday through Friday: clear dry weather: and full/unimpeded access to the job site for the Contractor. Please note that this date is tentative and may be changed.

Contractor shall not be liable for any delay due to circumstances beyond its control including weather, lack of site access or site control necessary to complete the work, casualty, or general unavailability of materials.

**Section 3. The Contract Price**

The Owner shall pay the Contractor for the material and labor to be supplied and/or performed under this Contract the minimum sum of **Nine Hundred Fifty Eight Thousand Two Hundred Eighty Six Dollars (\$958,286)**, subject to additions authorized pursuant to fully executed change orders.

**Section 4. Payment Schedule**

Payment of 30% (**\$287,485.80**) of the Contract price is due *within 10 business days* upon execution of this Contract: (and) *(Krupp) Def* Contractor may submit invoices for payment as agreed upon, for partial or full completion of any portion of the Work listed in Exhibit A or materials delivered and stored at the jobsite and Owner shall make payment in full for all work completed or materials delivered and properly stored at the jobsite and included on said invoice within 15 days of submission. Failure to make payment as agreed shall constitute reasonable cause for the Contractor to discontinue work until payment in full for all work completed is received. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payments for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this contract. Final payment will be due upon owners acceptance of the work pursuant to the contract. Accepted forms of payment includes, check, cash or Bank Transfer. A 1.5% late fee is assessed monthly on unpaid balances.

Owner may withhold no more than five percent (5%) of the contract sum as retainage to be paid upon substantial completion of the work pursuant to this contract. The contractor shall notify the owner when the work is substantially complete. This clause shall be governed by 10 MRS § 1116 and any other applicable Maine Laws.

Initial Payment Received: \_\_\_\_\_

*9-18-2020  
DCP*

**Thomaston Waste Water Pollution Control Department  
SOLAR ELECTRIC SYSTEM CONTRACT****Section 5. Substantial Completion & Protection of the Work**

The contract shall be considered substantially completed with a signed certificate of completion pursuant to the contract with regard to the Work under this contract. After Substantial Completion it shall be the Owner's responsibility to protect the Work completed by the Contractor and to insure that no trade or occupancy damage occurs to the Work. Any modifications to the Work will only be undertaken by the Contractor on request of the Owner upon execution of a written Change Order.

**Section 6. Change Orders**

In the event that Contractor is requested or required to perform services that are outside the scope of this Contract, such services and a compensation schedule, if required, therefore must be mutually agreed upon by the parties in a written change order (Change Order) prior to the provision of said services. The Change Order constitutes an amendment to the Contract set forth herein and shall be deemed to be incorporated in, and become a part of the Contract.

**Section 7. General Provisions**

In addition to the foregoing, the following General Provisions apply to the work and to this Contract:

- The Contractor has furnished a description of the work to be done and a description of the materials to be used (Exhibit A), and the mutually agreed consideration of the work in said attached Exhibit A.
- To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain fully responsible for the proper completion of this Contract.
- Contractor shall, at its own expense, obtain all permits necessary for the work to be performed prior to the start of work on site.
- Contractor agrees to remove all debris created by its workforce and leave the premises in a neat and orderly condition at the conclusion of the work.
- In the event that the Owner shall fail to pay any payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
- All disputes hereunder shall be resolved as detailed in Section 12.
- Owner acknowledges and authorizes Contractor to install his signs, banners, or other advertising materials on the property upon execution of the Contract, subject to owners approval which will not be unreasonably withheld, and agrees to permit the Signs to remain on site for up to fourteen (14) days after final completion of the work subject to the owner's approval, which will not be unreasonably withheld.
- Owner acknowledges and authorizes Contractor to take photos to be used in promotional materials.

**Section 7.1. Limit of Liability**

Except as otherwise provided herein, neither party shall be liable for any incidental or consequential damages. Notwithstanding the foregoing or anything to the contrary in the Contract, Contractor shall be liable for damage to the premises or personal injury proximately caused by the Contractor, whether discovered prior to final completion of the Work or within two years of final completion, including damage to real and personal property. In no event shall Contractor be liable for punitive damages.

**Section 7.2. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of Maine.

DCP  
10-18-20

**Thomaston Waste Water Pollution Control Department  
SOLAR ELECTRIC SYSTEM CONTRACT****Section 7.3. Exclusions**

Unless agreed upon by Contractor and Owner, the following work shall be performed by others and is hereby excluded from the Contract:

- Any or all upgrades to existing electrical service unless specifically agreed to by both Contractor and Owner and outlined in the Scope of Work.
- Replacements or repair of existing site conditions deemed damaged or irreparable.
- Structural upgrades of framing or supports to roof or building.
- Any additional site work not expressly outlined in Scope of Work.

**Section 8. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Owner from and against claims, damages, losses, or expenses arising out of or resulting from performance of the work or providing of materials to the extent caused in whole or in part by negligent or wrongful acts or omissions, or a breach of this Contract by the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whom they are legally responsible. Contractor agrees to be fully bonded and insured for a value of no lesser than the full contract price.

**Section 9. Delays & Damages**

Owner acknowledges and agrees that successful operations of the Contractor are extremely dependent on weather, permitting authorities, seasonal availability of materials, coordination with other trades, and frequently with the rendering of prompt decisions by the Owner. Additionally, other contractors engaged in building activities on site may have a significant impact on the ability of the Contractor to complete its work in a timely manner.

Owner understands that building activity, including photovoltaic installations, electrical wiring and/or heat pump piping must be installed properly in order to provide a fully functioning system. Therefore, if, during the construction process, the Contractor discovers inherent property defects that would potentially render it's work sub par the Owner expressly authorizes Contractor to halt said work; repair and/or replace the defective materials as deemed necessary by Contractor; or, discontinue its work until the Owner has completed necessary corrective actions. Prior to the Contractor undertaking these necessary corrective actions a written Change Order will be executed by both parties.

Owner acknowledges that both interior and exterior building renovation or alteration is a noisy, dirty and disruptive construction activity that frequently can result in dust and dirt on building contents due to the nature of the work. Further, the Owner understands that activities on the roof may dislodge and disturb significant quantities of dust and dirt found in the attic, wall and cellar space of most buildings.

**Section 10. Insurance**

Contractor has purchased and agrees that it will keep in force for the duration of the performance of the work such insurance as will protect the Contractor and Owner from claims for loss or injury which might arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by a subcontractor.

Contractor represents and agrees that said insurance is written for, and shall be maintained in an amount not less than, the limits of liability specified below or required by law, whichever coverage is greater. Contractor certifies that coverage written on a "Claims made" form will be maintained without interruption from the commencement of work until the expiration of all applicable statutes of limitation.

- Worker's Compensation: Statutory Requirements.
- Comprehensive General Liability with limits of TWO MILLION DOLLARS (\$2,000,000.00) per Occurrence.

DCP  
9-18-2020

**Thomaston Waste Water Pollution Control Department  
SOLAR ELECTRIC SYSTEM CONTRACT**

- Comprehensive Automobile Liability (owned, non-owned, hired) with combined single limits of ONE MILLION DOLLARS (\$1,000,000.00).

**Section 11. Warranty**

CONTRACTOR warrants its Work –including labor and materials- is free from manufacturing and/or installation defects under normal use, service, and ordinary wear and tear for five years from the date of substantial completion except where specified below:

Limitation on Warranty: CONTRACTOR'S obligation under the above warranty is limited to repair or replacement of the defective part(s) at its option, after inspection, due to a manufacturing defect of any materials installed by the contractor; and correction of any labor defects related to the installation.

CONTRACTOR shall not be liable for the loss of, or use of, the property; loss of, or damage to, personal property; other expenses or any other incidental or consequential damages incurred by the owner, or any other person or entity. Contractor will examine the Work including site conditions at the time of warranty claim, on going required maintenance of the Work, and test the system(s) to determine operational status.

If CONTRACTOR, in its exclusive discretion, determines that the defect or damaged Work is covered under this limited warranty, CONTRACTOR will repair or replace the Work at that time at no cost to the Customer.

**Section 12. Resolution of Disputes**

If a dispute arises concerning the provisions of this Contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one and initial):

- Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the Arbitrator's decision ( ) ( );
- Non-binding arbitration, with the parties free to not accept the Arbitrator's decision and to seek satisfaction through other means, including a lawsuit ( ) ( );
- Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences *(Kara DCP)*.

**Section 13. No Additional Terms**

This Contract contains the entire Contract of the parties. There are no additional terms or conditions other than those set forth in the Contract. Both the Contractor and the Owner shall receive a copy of the completed and signed Contract before any work is performed.

This Contract is hereby signed and made effective this day September 18, 2020.

**Town of Thomaston, Pollution Control Department**

*Kara George*  
BY: Kara George, Town Manager

**Sundog Solar, LLC**  
*D. Piper*  
BY: Danny Piper, Co-Owner

*DCP*

# Proposal Summary of Primary System Components



PO Box 465  
Searsport, ME 04974  
207-548-1100  
www.sundog.solar

Exhibit A to an agreement between:

Sundog Solar, LLC,  
And  
Town of Thomaston, Pollution Control Department

Date: 9-16-2020

Total Contract Price	\$ 958,286
DC System Size	528.84 kW
Number of modules, type & wattage	(1,356) x Vikram 390 Wp SOMERA P-DUPLEX HALF-CELL 144 BIFACIAL STYLE # VSMBB.60.390.03.04 390
Inverter type & size	(7) Chint Power Systems America CPS SCA60KTL-DO/US-A (60 kW 480/277V)
Monitoring System and Data Plan	CPS Commercial Monitoring Package - Flex Gateway with RGM & 5 Years Web Portal Access FlexOM-PP-Meter
Mounting system	Complete Sinclair Designs Skyrack 2.0 (Ballasted)
Additional work to be performed	500 kVA service construction, trenching, balance of electrical and system components
<p>Contract price includes all necessary permitting and application fees, complete system installation including labor and all materials necessary to mount, wire and interconnect the system, including all disconnects, fusing, metering, and rapid shutdown components to meet Maine Public Utilities Commission requirements, the 2017 National Electrical Code, and NABCEP approved job tasks as necessary.</p>	

JCP  
9-18-2020

# Photovoltaic Installation Scope Of Work

Exhibit B To an Agreement between Sundog Solar, LLC and

Town of Thomaston, Pollution Control Department dated 9-16-2020

## Installation Procedures for Project Management

- All work will be done per the National Electric Code (NEC) Article 690 and the North American Board of Certified Energy Practitioners (NABCEP).
- Contractor shall as required, provide plans and manufacturers specifications for building inspectors, utilities, lenders or others as requested by the Owner.
- Submit required permit materials to the Authority Having Jurisdiction (AHJ) and pay for all required permits to begin construction.
- Receive equipment and prepare for installation. Examine all equipment to be sure that all equipment was shipped and that none was damaged in shipping.
- The number of photovoltaic modules and the location of installation must match the contract.
- Completion of a utility company application.
- Contractor shall provide access to all areas needed for inspection.

## Installation Procedures for Field Crew

- Verify all exposed wiring is listed as Sunlight Resistant.
- Install PV combiner, inverter, and associated equipment to prepare for system wiring.
- Verify that both the positive and negative string connectors are identified properly.
- Repeat this sequence for all source circuit strings.
- Connect properly sized wire to each circuit of modules and run wire for each circuit to the circuit combiner(s).
- PV modules should be listed to UL 1703 and warranted for a minimum of 5 years.
- Verify that proper roof mounting systems are installed per manufacturer's specifications and are properly sealed.
- All roof penetrations should be sealed with an acceptable sealing method that does not adversely impact the roof warranty.
- All cables, conduits, exposed conductors and electrical boxes should be secured and supported according to code requirements.
- If wiring in an attic and/or garage area, the Contractor shall ensure access to the attic and/or garage, with reasonable notice from the party requiring access (Owner, AHJ, etc.)
- Verify all metallic raceways, junction boxes, supports, and modules are properly grounded. Modules shall be grounded separately to allow removal of a single module and without disrupting the grounding of other modules by means of properly installed wires, lugs, screws, bolts or other listed methods (sheet metal screws are not allowed).
- Examine the main electrical service panel to determine if the panel is adequately sized to receive the PV breaker or whether the panel must be upgraded.
- All electrical terminations should be fully tightened, secured, and strain relieved as appropriate.
- Inverters should be listed to UL 1741 and warranted for a minimum of 5 years.
- All required overcurrent protection (grounding) should be included in the system and should be accessible for maintenance

DCP  
9-18-20

### DC Disconnect

- Verify the proper location. DC disconnect shall be readily accessible, within sight of the inverter, and properly listed for 600 volt DC power.
- If DC wiring is run through the building, a DC disconnect shall be installed prior to the conductors entering the building or the conductors shall be installed in metallic raceways or metallic enclosures from the point of entry to the DC disconnect and all junction boxes shall be labeled "DC source circuits".
- Verify proper and permanent labeling with the following information: "Photovoltaic DC disconnect" and "Warning electric shock hazard do not touch terminals on both the line and load side may be energized in the open position".
- The DC disconnect shall also be properly and permanently labeled with the following installation system information: (1) Rated maximum power point current (2) Rated maximum power point voltage (3) Open circuit voltage & (4) Short circuit current.

### PV Array

- Visually inspect any plug and receptacle connectors between the modules and panels to ensure they are fully engaged.
- Check that strain reliefs/cable clamps/panel connectors are properly installed on all cables and cords by pulling on cables to verify.
- Check to make sure all panels are attached properly to their mounting brackets
- Visually inspect the array for cracked modules.
- Check to see that all wiring is neat and well supported.
- Recheck that fuses are removed and all switches are open.
- Connect the home run wires to the DC string combiner box terminals in the proper order and make sure labeling is clearly visible.
- Verify polarity of each source circuit string in the DC String Combiner Box
- Tighten all terminals in the DC String Combiner Box.

### Procedures Prior to Energizing System

- Ensure that all labels and safety signs specified in the plans are in place.
- Check that noncurrent carrying metal parts are grounded properly (array frames, racks, metal boxes, etc. are connected to the grounding system).
- Check the AC line voltage at the main AC disconnect is within proper limits (115-125 Volts AC for 120 Volts and 230-250 for 240 Volts).
- Verify that all PV circuits are operating properly and the system is performing as expected.

### Inverter Startup Tests

- Be sure that the inverter is off before proceeding with this section.
- Check open circuit voltage at DC disconnect switch to ensure it is within proper limits according to the manufacturer's installation manual.
- If installation contains additional DC disconnect switches, repeat voltage check on each switch, working from the PV array to the inverter DC disconnect.
- Turn on power to the inverter, and ensure it is operating correctly.
- Record the DC operating voltage.
- Confirm that the operating voltage is within proper limits according to the manufacturer's installation manual. Confirm that the inverter is producing the expected power.

DCP  
9-18-2007

# Solar Project Interim & Long-Term Financing

September 2020

Over the last few months four financial institutions have expressed an interest in providing the long-term financing for our Solar Project (see attached spreadsheet). Since all of the proposals are based on \$1,200,000 for 15 years, except Rural Development who can't go less than 30 years, the only variable is the interest rate and that controls the total interest cost and the annual payment. Based on this, the minimum total interest is \$253,796 with the Maine Municipal Bond Bank (MMBB). At this point MMBB appears to be our best option, however, the final decision does not have to be made now. Interest rates are currently at an extremely low level and with the existing economic conditions it seems unlikely that they will change much in the near future.

Pollution Control will make the last payment on a 20-year bond in this fiscal year. This will free up over \$160,000 in annual debt payments for other uses. Part of this money is earmarked to pay the long-term bond payments on the Solar Project (about \$97,000 per year).

To fund the project in the construction stage it is necessary to secure an Interim Financing Loan (more commonly called a construction loan or line of credit). This should be done soon as expenses will be adding up quickly. This is normally done by having our Bond Council, Dan Pittman, solicit quotes from local banks and the Selectboard having the final decision as to which one they want. The request would be for a line of credit for up to \$1,200,000 for a period of not more than 1 year.

It is recommended that the Selectboard: **Move to authorize John Fancy to work with Dan Pittman on interim financing of up to \$1,200,000 for a period of not more than 1 year for the Solar Project and bring the results to the Selectboard for their consideration.**

## SOLAR PROJECT FINANCING

September 2020

Option	Lender	Amount	Term	Interest rate	Interest cost	Annual payment
1	Rural Development [RD]	\$900,000	30 years	2.00%	\$305,548	\$40,185
	Machias Saving Bank	\$300,000	10 years	3.50%	\$60,724	\$36,072
	<b>Total</b>	<b>\$1,200,000</b>			<b>\$366,272</b>	<b>\$76,257</b>
2	Machias Saving Bank	\$1,200,000	15 years	3.50%	\$362,851	\$104,190.0
3	Municipal Leasing Corp. [MLC]	\$1,200,000	15 years	3.17%	\$323,108	\$101,760
4	Maine Municipal B.B. [MMBB]	\$1,200,000	15 years	2.50%	\$253,796	\$96,920

**NOTES:**

RD will not go less than 30-years so interest cost is too high and will only finance PCD share.

MMBB interest rate is not set until bonds are sold so 2.5% is an estimate based on rate for recent bond closed with them.

MCL is firm Town borrowed from to purchase street lights but for longer term interest rate is higher.

# Memo

**To:** Selectboard  
**Cc:** Town Manager  
**From:** John Fancy  
**Date:** September 17, 2020  
**Re:** BEECHWOOD STREET CULVERT REPLACEMENT

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On April 30, 2020 the Selectboard reviewed the proposal from Dirigo Engineering to provide the engineering needed to replace the failing culvert on Beechwood Street. At the time both the Town Manager and myself recommended not spending money on this until the funding became clearer and not spending money for short-term repairs that only stalled off dealing with the problem.

The current budget just approved by the voters has \$24,000 in it to go into the Culvert Reserve Account for this project. We have also been advised that the Maine DEP has increased the Culvert Replacement Grant Program maximum to \$125,000. The project is estimated to cost \$200,000 to \$250,000. One other source of grant funds is being investigated.

The actual replacement can only be done from July 15 to the end of September by regulations. This means that the project could be done in 2021 or 2022. To be ready we need to have the design and approvals complete and funding in place. Funding for the design and approvals is in the current budget and applying for grants and getting approvals will take some time. The first step is to hire Dirigo to complete Task 2.

If the Board decides to proceed in this direction you could pass the following motion: **Move to authorize Kara George, Town Manager, to sign the Dirigo Engineering proposal for Task 2 at a cost of \$24,000.**

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# **DIRIGO ENGINEERING**

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2 Dirigo Drive Fairfield, Maine 04937 (207) 453-2401 Fax: (207) 453-2405

## **LETTER OF PROPOSAL/AGREEMENT**

June 5, 2020

Mr. Brandon Allen  
Thomaston Public Works Director  
PO Box 299  
Thomaston, ME 04861-0299

**RE: Engineering Services for Beechwood Street Culvert Replacement Project**

Dear Brandon:

Thank you for contacting us to provide engineering services to replace the East Branch Oyster River culverts on Beechwood Street in Thomaston. We met on site with you and John Fancy to inspect the culverts. As you are aware, there is significant corrosion that has weakened the culverts, especially the first 15' on the inlet ends. Our proposed scope of work includes designing a complete replacement of the culverts. But since the Town does not have funds to replace it this year, we will also explore short-term solutions.

The U.S. Army Corps of Engineer (USACE) is responsible for regulating culvert replacements in streams. They require the replacement to follow Stream Simulation Design methodology. This requires the clear span of new structures be 1.2 times the bank full width of the stream and to have an open bottom or constructed natural substrate. This design provides greater flow capacity, capacity for debris passage during flooding, as well as improved passage for fish and wildlife. Our senior project engineer is one of the few engineers in Maine trained and certified in the US Forest Service Stream Simulation Design process. We have designed 17 such crossings in the past few years, including crossings in Hartland, Palmyra, Brownville, three in Phillips, and five in Charleston.

Based on field measurements taken during our site visit, the bankfull width is approximately 20', which means the new structure will be a minimum of 24' clear between abutments. For spans over 20', we normally specify modular (pre-engineered) steel bridge spans, but we will also consider other practical options, including pipe arches, concrete box culverts, and aluminum box culverts. It is important to note that Maine DOT will take over ownership and maintenance of clear spans greater than 20' if they are designed and constructed to their standards. This requires additional engineering, including scour analysis and load ratings, as well as design of cast-in-place abutments and potentially pilings. Because of extra design and construction costs

involved in this, some towns have opted not to build to MDOT standards. We include this as an option in our cost breakdown.

Below is our proposed Scope of Services to explore short term solutions, design the final crossing, prepare USACE permit applications, and prepare applications for Maine DEP grant funds. While we can't guarantee a grant from DEP, our success rate so far has been 100%.

### **Scope of Services**

#### **Task 1 –Short-Term Solutions**

Because the Town's budget does not allow replacement of the crossing this year, Dirigo will explore several short-term solutions to stabilizing the culverts. These may include replacing or lining the culvert end sections; adding an extra overflow culvert, limiting heavy loads or even closing the road. Once the Town decides which solution to go with, we will prepare plans and provide construction phase services as needed. Task 1 work will be done on a time charge basis after Task 2.1 is completed.

#### **Task 2—Design, Permit & Grant Applications**

**2.1 – Topographic Survey and Base Plan** –Dirigo will obtain topographic information of the project area including the culverts as well as the stream approaching and leaving the culverts. We will also collect stream bed data and other information required for grant and environmental permit applications. We will then prepare an existing conditions plan of the project area and a longitudinal profile of the stream bed.

**2.2 – Preliminary Design** –Dirigo will perform a hydrologic evaluation of the site to determine sizing requirements for the new structure. We will utilize HY-8 hydraulic analysis program developed by the Federal Highway Administration during this process.

Dirigo will meet with the Town to discuss project needs and concepts. We will discuss structure options, advantages and disadvantages of the options, and collectively determine the appropriate design approach. We will then prepare the preliminary designs utilizing topographic information and hydrologic analysis results. The design will include plan and profile drawings and construction details. We will provide these plans to the Town for review and comment, and then make changes required. At the end of this task, plans will be approximately 75% complete.

**2.3 – Subsurface Investigation Support** – Soil testing is essential to determine the bearing capacity of the soils and to determine if ledge is a factor. We require at least two test borings to determine soil conditions. Dirigo will coordinate this work. The cost for a driller and geotechnical evaluation (estimated at \$6,000) is not included in our price.

**2.4 – Environmental Permitting** – The crossing will require a Maine General Permit from the US Army Corps of Engineers. They may require US Fish & Wildlife Service (USFWS)

consultation and recommendations. Dirigo will prepare and submit the permit applications. All permitting fees shall be paid by the Town. (Stream crossing replacements are considered maintenance activities by Maine DEP and are exempt from permits if they meet USACE criteria.)

**2.5 – DEP Grant Application** – Dirigo will apply for Maine DEP’s Grant for Stream Crossing Public Infrastructure Improvement Projects. In the past, crossings have been eligible for up to \$95,000, but we believe that cap is being raised. Applications are due this fall.

**2.6 – Final Design** - Once the approved permits have been received, we will prepare final design plans, which will consist of detail drawings showing plan and profiles, cross sections, construction details, technical specifications, etc.

**2.7 - Contract Documents and Bidding**– Dirigo will develop Contract Documents that include bid documents, contracts, and technical specifications for the work. We will advertise the project for bid, attend the bid opening, evaluate the bids, and make recommendations for award. If the Town awards the bid, we will prepare contracts for signing.

**Task 3 – Construction Phase Services**

Dirigo will provide construction phase services as needed. Typically this would involve a pre-construction meeting as well as site visits during critical stages construction. We can also assist with shop drawing review, change orders, pay requisitions, etc.

**Cost**

We propose to provide the services listed above in accordance with our attached General Provisions. Our costs are as follows:

**Line Road**

Task 1 –Short Term Solutions	\$2,000 - 5,000 (Time-Charge)
Task 2 – Design, Grant & Permit Applications	\$24,000 (Lump Sum)
Task 3 – Construction Phase Services	<u>\$ 5,000</u> (Time-Charge)
<b>Total</b>	<b>\$31,000 – 34,000 (Estimated)</b>

**Optional Design to MDOT Standards**

**\$5,000 (Lump Sum)**

**Agreement and Authorization to Proceed**

If you are in agreement with this proposal, please countersign it in the space provided and return a signed copy as your agreement for Dirigo Engineering to begin work on this project. Our Agreement includes this letter and the attached General Provisions. If you have any questions, please do not hesitate to contact us.

Sincerely,  
**Dirigo Engineering**



Randy J. Butler, P.E.  
Sr. Project Engineer

Accepted by:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Kara George**

---

**To:** Daryl Hahn  
**Subject:** RE: Moving Forward with the Comp Plan

Hi Daryl,

I will put it on Monday's agenda for the Select Board to choose a date.

Thank you,

**Kara George**  
**Town Manager**  
**Town of Thomaston**  
13 Valley St.  
Thomaston, ME 04861  
Ph. (207) 354-6107  
Fax (207) 354-2132

**From:** Daryl Hahn <darylhahn@gmail.com>  
**Sent:** Friday, September 18, 2020 3:48 PM  
**To:** Kara George <kgeorge@thomastonmaine.gov>  
**Subject:** Moving Forward with the Comp Plan

Hi Kara,

Now that the Comprehensive Plan has been approved by the voters, the Committee would like to have a workshop with the Select Board to talk about the role of the Committee as we move into the implementation phase. Does this seem agreeable, and if so, when would be a good time to hold such a discussion?

I'll look forward to hearing from you,

Daryl



Janet T. Mills  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Bruce A. Van Note  
COMMISSIONER

**COMMUNITY SERVICES DIVISION**

**1-800-498-9133**

<http://www.maine.gov/mdot/csd/lrap/>

August 31, 2020

**LOCAL ROAD ASSISTANCE PROGRAM (LRAP)**

The delivery of this letter and Annual Form was delayed this Spring/summer due to COVID 19 and the uncertainty of the state Highway Budget.

Back in March, the budgeted LRAP allocation was slightly lower than last year. At this time, it has been determined that the original payments per municipality/county will be reduced by 5%. This is consistent with a projected reduction in MaineDOT's Highway Fund budget due to reductions in state Highway Fund revenues including fuel taxes which is about 5% less than original estimates. Notification will be made in the event of further changes to the allocations.

Please remember that:

- LRAP payments are now made ONCE a year and the full year's allocation will be sent to your municipality/county by December 1 of each year, **if we receive an accurate, completed certification form.**
- ALL Maine towns/cities are uniformly receiving the statutory lane-mile rates.

As in previous years, all LRAP recipients must provide information on how LRAP funds were expended from the previous fiscal year. ***If this information is not provided when we receive the certification form, we will return it to you for completion.***

Please submit the completed Certification Form for Fiscal Year 2021 (July 1, 2020 to June 30, 2021) either by US mail or by scanning and emailing it to us. **We no longer accept faxes.** The law says it must be received by **November 1 or earlier** (not August 1 anymore).

Once we receive your completed form, your funds will be ready for the November payment.

**If your town has not done so already, we are also encouraging municipalities to sign up for electronic transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and provide a speedy and secure service.** If you are interested in Electronic Fund Transfer, see this: <https://www.maine.gov/osc/accounting/vendor-information/direct-deposit-efi>. There is no cost for this option.

If you have any questions, please feel free to contact me.

Sincerely,

Peter M. Coughlan, Director  
207/ 624-3266 or [peter.coughlan@maine.gov](mailto:peter.coughlan@maine.gov)

**MAINE DEPARTMENT OF TRANSPORTATION**  
**LOCAL ROAD ASSISTANCE PROGRAM (LRAP)**  
**CERTIFICATION 2020-2021 (FY21)**  
**MUNICIPALITY of Thomaston 13140**

To be eligible to receive FY-21 LRAP funds, each Municipality must **certify that the funds will be used in a manner consistent with Chapter 19 of Title 23**. Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, **"funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C."** Effective July 1, 2008 municipalities must provide information on what capital improvements were done with the FY-20 (July 1, 2019 to June 30, 2020) LRAP funds received by the municipality. \*\*Please report this at the bottom on the back side of this form.

It is estimated that the municipality of **Thomaston** will receive by December 1, 2020, **one payment of \$23,556** for the fiscal year beginning July 1, 2020. Notification will be made in the event of any change.

Beginning in 2014, municipalities receive 9% of MaineDOT's portion of the Highway Fund. This means that the disbursements to municipalities rise and fall with MaineDOT's budget.

We, the undersigned municipal officers or designee (i.e. Town Manager) of the municipality of **Thomaston** do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2020-2021 will be used only for uses as stated above. *We also certify that the previous year's funds were spent on the projects listed on the back of this form.*

Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_  
Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_ Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**Please print** below the name, title, and phone of the person to contact for the information on this form and the email for the town/city official responsible.

Name: Brandon J. Allen Title: Public Works Director Tel: 207) 691-1316

**Municipality E-mail Address** \_\_\_\_\_ ballen@thomastonmaine.gov

If your address **has changed in the last year** (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: \_\_\_\_\_  
Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Prior to November 1, 2020, (see cover letter), please return this completed form (BOTH SIDES) by US mail or email, to: (FAXES ARE NO LONGER ACCEPTED)**

Carrie Castonguay  
MaineDOT- Community Services Division  
16 State House Station  
Augusta, Maine 04333-0016  
Tel. (207) 624-3265, or [carrie.castonguay@maine.gov](mailto:carrie.castonguay@maine.gov)

**NO LRAP payment can be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.**

Thomaston 13140

Last year's (FY2020) LRAP Funds of \$25,272

As a result of 2007 Legislative inquiries and discussions focused on LRAP, MaineDOT needs to collect additional information on the uses of LRAP funding of all Maine municipalities, counties, and Indian reservations. This form is intended to be simple and provide an easy method to collect information on the use of over \$20 million per year by local agencies.

As noted on the front side of this form, LRAP funding can only be spent on capital improvements.

A capital improvement is defined as "any work on a road or bridge which has a life expectancy of at least ten years and restores the load-carrying capacity." Examples of eligible "capital" activities are defined as follows:

- 1. Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmed surface), pavement and/or base recycling, pavement cold planning and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. \* Traffic signal or sign installation and/or replacements
6. \* Sidewalk construction or reconstruction
7. \* Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. \* Wetland mitigation
9. \* Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten-year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. "Banking it" to save up for a future project
16. Other (explain)

\* Some of the categories of work (# 5, 6, 7, 8 & 9) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The "funds spent" (LRAP ONLY) below must add up to at least the amount of your FY-20 LRAP payment (shown on top of this page). There is no need to account for more than that amount.

All information must be filled in or the form will be returned.

1. Road Name: Ridgeview Dr. Funds spent on Capital Improvements: \$ 36,416.80
\*Type of Capital Improvement: see above, list all numbers that apply: 1,3,4
\*Length of Capital improvement (miles or feet): 0.5 miles or 2,640' feet
2. Road Name: Watts Ln Funds spent on Capital Improvements: \$ 13,520.29
\*Type of Capital Improvement: see above, list all numbers that apply: 1,3
\*Length of Capital improvement (miles or feet): 0.145265 miles or 767' feet
3. Road Name: Greenhouse Hill Rd. Funds spent on Capital Improvements: \$ 14,526.74
\*Type of Capital Improvement: see above, list all numbers that apply: 1,3,4
\*Length of Capital improvement (miles or feet): 0.151515 miles or 800' feet

OPTIONAL: What was your municipality's TOTAL SUMMER CAPITAL IMPROVEMENT EXPENSES for FY-20 (including LRAP payments)? \$ 122,825.26

NO LRAP payment can be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

# Thomaston Select Board Seeks Citizens Interested in Serving on Boards and Committees

The Select Board will consider the appointment requests at their regular meeting on **Monday, September 28, 2020 at 6 p.m. in the Select Board Room.**

If you are interested in serving please call the Town Office at 207-354-6107, email at [mstevens@thomastonmaine.gov](mailto:mstevens@thomastonmaine.gov), visit the Town web site at: <http://www.thomastonmaine.gov> or stop by in person to request a Board & Committee Application. **Applications due to the Town Clerk by close of business September 23rd.**

(Note: Committees and Boards have three year staggered terms. Some vacancies on the following page are listed as a one year or a two year term to fill the unexpired three year term.)

## AVAILABLE SEATS:

### **Academy Board of Trustees**

3 - Three Year Terms Expiring  
(3 incumbents)

### **Library Board of Trustees**

2- Three Year Terms Expiring  
(2 incumbents)

### **Village Cemetery Board of Trustees**

1 - Vacancy ( No Term)

### **Watts Block Trustees**

2 - Three Year Terms Expiring  
(2 incumbents)  
1 - Three Year Term Vacancy  
(1 incumbent)

### **Board of Appeals**

2 - Three Year Terms Expiring  
(2 incumbents)  
1 - Three Year 1st Alternate Term Vacancy  
1 - Three Year 2nd Alternate Term Vacancy

### **Budget Committee**

2- Three Year Term Expiring  
(2 incumbent)  
1 - Three Year Term Vacancy

### **Economic Development Committee**

1 - Vacancy (No Term)

### **Conservation Commission**

2 - Three Year Terms Expiring  
(2 incumbent)  
1- One Year Term Vacancy  
2 - Two Year Term Vacancies

### **Georges River Shellfish Committee**

1 - Three Year Term Expiring  
(1 incumbent)

### **Harbor Committee**

3 - Three Year Terms Expiring  
(3 incumbents)  
1 - Three Year Alternate Vacancy

### **Personnel Committee**

1 - Three Year Term Expiring  
(1 incumbent)

### **Planning Board**

1- Three Year Term Expiring  
(1 incumbent)  
1 - Three Year First Alternate Term Vacancy  
1 - One Year Second Alternate Term Vacancy

### **Recreation Committee**

3- Three Year Terms Expiring  
(3 incumbents)  
1 - High School Student Vacancy  
1 - Three Year Senior Citizen Non-Voting Member

# **APPOINTMENT PROCEDURE POLICY**

## **Town of Thomaston Appointment Policy**

### ***Annual Appointments of Citizens to Boards, Committees, and Trustees***

#### **Residency**

Only residents of the Town of Thomaston shall serve on boards, committee, and/or trustees. Non-residents may be appointed by the Select Board under special circumstances.

#### **Notification of Vacancies and Resignations**

A committee member who is no longer able to serve should resign promptly so the vacancy may be filled. This allows for a replacement to continue the work of the committee. A written resignation must be submitted to the Chair of the committee and the Town Clerk.

#### **Attendance**

More than three (3) consecutive absences or five (5) absences within a calendar year that are unexcused by the Board or Committee by majority vote could lead to removal. An absence with notification to the chairperson prior to the meeting is acceptable. Request and reason must be submitted and approved prior to the absence. The chairperson of each board or committee shall report any excessive absences to the Select Board in a timely manner and shall be responsible for submitting a written request to the Select Board to remove a member for just cause of excessive absences.

#### **Advertisement & Public Notice**

The Town Clerk shall be responsible for annually advertising all expiring terms for boards, committees, and trustees through the Town newsletter and website, mass email, and posting notice in the Town Office.

#### **Application & Contact Information**

Interested citizens, including incumbents up for reappointment shall fill out an application supplied by the Town Clerk.

In the event an incumbent member of a board or committee has not reapplied for a position and the member's term has expired, the position will be considered vacant upon the expiration of the term.

It is the responsibility of the board or committee member to notify the Town Office of any contact information changes.

# APPOINTMENT PROCEDURE POLICY

## Appointments

All new applicants are to attend the Select Board meeting for said appointments unless excused by the Select Board. Incumbent applicants are not required to attend said meeting unless another citizen at large submits a request of consideration for the same appointment. The Town Clerk shall give notice to incumbent applicants if other interested parties are vying for their seat.

A majority affirmative vote of the Select Board is required to make an appointment.

In the case of Board consideration of multiple candidates for fewer than the same number of vacancies, votes will be taken on individuals according to the dating of their initial application.

## Oaths of Office

All appointed members must be sworn-in by the Town Clerk prior to the first meeting in order to participate and have voting rights. The Town Clerk will provide each appointed member a copy of the Thomaston Appointment Policy, a list of current committee members with contact information, and the most recent committee ordinance if applicable.

## Training

Maine Freedom of Access Act requires mandatory training for all Budget Committee members, School Board members, and Select Board members. The Town Clerk shall distribute appropriate training materials upon the start of each new term for every member.

Newly appointed members to the Board of Appeals, Board of Assessors, Planning Board and the Select Board shall be provided the latest copy of the Maine Municipal Association (MMA) manual for the Corresponding Board.

New board members are encouraged to attend workshops through MMA for additional training and shall request enrollment through the Town Clerk. The Town Clerk shall notify boards and committees when upcoming training sessions are available.

# **ANNUAL APPOINTMENTS CHECKLIST**

## **APPOINTED EVERY AUGUST/SEPTEMBER OF EACH YEAR**

### **ANNUAL APPOINTMENTS OF MUNICIPAL OFFICERS:**

*(Note: Pursuant to 30-A M.R.S. §2601 and §2602, municipal officers shall appoint municipal officials and employees required by general law, charter, or ordinance. The Select Board must sign the appointments and the Town Clerk must swear-in all appointees.)*

Alternate Plumbing Inspector/Code Enforcement Officer – Scott Bickford  
Code Enforcement Officer – William Wasson  
E-911 Addressing Officer – Dave Martucci  
Emergency Management Director – Jonathan Grout  
General Assistance Administrator – Jodell Benson - Alternate Assistance, Kara George  
Local Health Officer – Alan Leo  
Public Information Officer – Melissa Stevens  
Registrar of Voters – Melissa Stevens  
Road Commissioner – Brandon Allen  
Tax Collector – Donna Culbertson  
Town Clerk – Melissa Stevens  
Treasurer – Jodell Benson  
Tree Warden – Peer Lammert

### **CONFIRMATION OF TOWN MANAGER APPOINTMENTS:**

Animal Control Officer – Bill Demmons  
Assistant Fire Chief – Robert Coombs  
Deputy Fire Chief – Jamie Leo  
Deputy EMS Chief – Carrie Adams  
EMS Chief – Amy Drinkwater  
Fire Chief – Mike Mazzeo  
Forest Fire Warden – Mike Mazzeo  
Harbor Master - Ian Anderson  
Police Chief – Tim Hoppe  
Recreation Director – Rene Dorr  
Patrol Officer – Noah Stevens  
Patrol Officer – Jarrod Leonardi  
Reserve Patrol Officer - Dwight Jones  
Reserve Patrol Officer – Tom Eagar

**Committee and Boards**  
**Select Board Appointments**  
**2020 - 2021**

**Village Cemetery Board of Trustees**

- Peter Lammert, Sexton
- William Hahn
- Sandra Moore
- Zel Bowman-Laberge
- Diane Giese

**Watts Block Trustees**

- William Hahn

**Comprehensive Plan /Ad-Hoc**

- Peter Lammert

**Conservation Commission**

- Sandra Moore

**Economic Development Committee**

- Bill Hahn

**Georges River Inter-local Clam Management**

- Bill Hahn

**Maine Water Company Advisory**

- Peter Lammert

**Mid-Coast Economic Development District MCEDD**

- Bill Hahn

**OHSTT Solid Waste Transfer Station**

- Zel Bowman-Laberge ~ *already appointed*
- Ron Porter

**Standing Municipal Facilities Committee / Ad-Hoc**

- Peter Lammert
- Bill Hahn

**Christmas Lighting Committee**

- Zel Bowman-Laberge

**Thomaston Board & Committee Vacancies  
September 23, 2020**

<u>Board/Committee</u>	<u>Seats:</u>	<u>Applicants</u>	<u>New Term Expiring</u>
Academy Board of Trustees:	3 Incumbents:	Diane Giese Melissa Harjula Chris Farthing	2023 2023 2023
Library Board of Trustees:	2 Incumbents	Greg Hamlin, Secretary Marie Finnegan	2023 2023
Village Cemetery Board of Trustees:	1 Vacancy		No Term
Watts Block Trustee:	2 Incumbents 1 Vacancy	James Cuthbertson Chris Hirsch  <i>NEW APPLICANT: Charles Grover</i>	2023 2023 2023
Board of Appeals:	2 Incumbents 2 Alternate Vacancy	Charles Grover Rene Dorr ~ No reappointment	2023 2023 2023
Budget Committee:	2 Incumbents 1 Vacancy	Susan Devlin Rod Grindell ~ No response  <i>NEW APPLICANT: Kimberly Matthews</i>	2023 2023 2023
Economic Development Committee:	1 Vacancy	  <i>NEW APPLICANTS: Diane Giese *Jane Weintraub</i>	No Term

\*Jane Weintraub (Economic Development or Conservation Commission Committee)

**Thomaston Board & Committee Vacancies**  
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Conservation Commission:	2 Vacancies 1 Vacancy 2 Vacancies		2023 2021 2022
		<i>NEW APPLICANT: *Jane Weintraub</i>	
Georges River Shellfish Committee:	1 Incumbent	<u>Clifton Weaver</u> ~ No response	2023
Harbor Committee:	3 Incumbents  1 Alternate	<u>John Snyder, Chair</u> ~ No response Patti Spaulding Robert Armstrong Nancy Armstrong	2023 2023 2023 2023
Planning Board:	1 Incumbent 1 First Alternate Vacancy 1 Second Alternate Vacancy	Charles Frattini	2023 2023 2021
		<i>NEW APPLICANT: Kimberly Matthews</i>	
Recreation Committee:	3 Incumbents  1 High School Student Vacancy Senior Citizen-Non Voting Member	Chris Barstow Todd Boynton ~ No response Shirley Hamlin ~ No reappointment	2023 2023 2023 No Term 2023
		<u>Patricia Smith</u> ~ No response <i>NEW APPLICANT: Kimberly Matthews</i>	
Personnel Committee	1 Incumbent	Andrew Josephs, Chair	2023