



AGENDA

**SELECT BOARD MEETING
MONDAY, OCTOBER 26, 2020
EXECUTIVE SESSION: 5:30 P.M.
REGULAR MEETING: 6:00 P.M.**

ZOOM ONLY

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

EXECUTIVE SESSION AT 5:30 P.M.

Pursuant to MRS Title 1, §405 (6A), to discuss a personnel matter.

SELECT BOARD REGULAR MEETING AT 6 P.M.

- 1. CALL THE MEETING TO ORDER**
- 2. PUBLIC HEARINGS:**
- 3. APPROVE THE MINUTES OF: June 22, 2020 and October 19, 2020**
- 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 proposal for Department of Environmental Protection to reclassify property in Thomaston.**
 - B. Review interim financing bids for the Solar Array project.**

- C. Confirm the Town Manager's appointment of Christopher Hansen to the Detective position for the Thomaston Police Department.
- D. Discuss the request of resident Holly Mellow of Roxbury Street for a "Not a Through Street" sign.
- E. Discuss the request of resident Pearle Seekins of 134 Beechwood Street for slow speed signs.
- F. Continue discussing the request of resident Nicole Frazier of 66 Roxbury Street Ext. to add Roxbury Street Ext. as a Town road.
- G. Review the Owls Head, South Thomaston, Thomason (OHSTT) Transfer Station bids and consider authorizing expenditure from the Solid Waste Reserve towards the new construction project.
- H. Consider the appointment request of Avikhael Ragaven to the Conservation Commission.
- I. Consider for approval renting the former Town Office space to Raymond Girtman for a sports enthusiast retail store.
- J. Discuss how Select Board meetings are to be held going forward per the request of Select Board members (I.E. Zoom or Hybrid)

11. ADJOURN

Upcoming Dates:

Friday, October 30 th	Town Office is open until <u>5 p.m.</u> for Absentee Voting
Saturday, October 31 st at 9 a.m.	Early Absentee Ballot Processing
Monday, November 2 at 5:30 p.m.	Conservation Commission Meeting
Tuesday, November 3 from 8 a.m.-8 p.m.	Election Day
Wednesday, November 4 at 9 a.m.	Watts Block Trustees
Monday, November 9 at 5 p.m.	Comprehensive Plan and Select Board Workshop
Monday, November 9 at 6 p.m.	Regular Select Board Meeting
Wednesday, November 11 th	Closed in observance of Veterans Day

**TOWN OF THOMASTON
JUNE 22, 2020
SELECT BOARD MINUTES**

BOARD PRESENT: Chair Peter Lammert, Vice-Chair Sandy Moore, Lee-Ann Upham, Diane Giese, Bill Hahn, Town Manager Kara George, Recording Secretary Donna Culbertson.

EXECUTIVE SESSION:

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to enter executive session at 5:01 p.m., pursuant to MRS Title 1, §405 (E) for consultation between a body or agency and its attorney. **VOTE: 5-0**

ACTION: Bill Hahn made a motion, seconded by Lee-Ann Upham to exit executive session at 5:50 p.m. **VOTE: 5-0**

The Select Board meeting was called to order at 6 p.m. by Chair Peter Lammert in the Multipurpose Room at the Thomaston Municipal Building.

PUBLIC PRESENT: John Fancy, Charlie Grover, Dave Martucci, Jaime Steeves, Susan Devlin, Henry Carey, Zel Bowman-Laberge, Christine Simmonds.

PUBLIC HEARING: Review the application of Station 118 for the consideration of an on-premises license to sell Vinous and Malt Liquor at the property located at 118 Main Street as required by Section 653, Title 28-A of the Maine Revised Statutes.

ACTION: Motion made by Sandy Moore to enter the Public Hearing at 6:07 p.m., seconded by Lee-Ann Upham. **VOTE: 5-0**

ACTION: Motion made by Bill Hahn, seconded by Sandy Moore to exit the Public Hearing at 6:10 p.m. **VOTE: 5-0**

ACTION: Bill Hahn made the motion to accept the application of Station 118 to sell Vinous and Malt Liquor at the 118 Main Street location. **VOTE: 5-0**

ACTION: The Breen motion was made and seconded to take the agenda out of order. **VOTE: 5-0**

9. NEW BUSINESS

A. Discuss the petition submitted by residents of Erin Street regarding traffic speed.

Nancy Wood submitted a petition from the residents of Erin Street regarding the speeding. Chief Hoppe stated the Police Dept. has been stopping speeders. There is a weight limit on trucks and no dump trucks are allowed. There are no solid sidewalks on Erin Street. People walking are in danger when drivers are speeding. The existing speed limit signs need to be moved. Chief Hoppe was asked to order two more speed limit signs. Signs need to be placed coming off Main Street and just past Annabelle Lane. John Smith stated there had been an accident last year caused by a speeding driver. Sandy Moore suggested electronic signs. Chief Hoppe suggested applying for grant money as the electronic signs cost approximately \$15,000. Susan Devlin suggested we start with signs on Erin Street and then do another street as needed.

Diane Giese suggested that Erin Street might be made a one-way street.

ACTION: Motion made by Bill Hahn to have Chief Hoppe investigate the costs of speed tables and speed limit signage. Peter Lammert seconded. VOTE: 5-0

9B. Approve the weight limits for Erin Street, Thatcher St., and Fish Street per the request of Police Chief Tim Hoppe.

ACTION: Motion made by Diane Giese, seconded by Bill Hahn to obtain weight limit signage. VOTE: 5-0

9C. Review for approval the Customer Service and Billing Agreement with Maine Water Company to contract sewer billing and authorize the Town Manager to sign the agreement.

ACTION: Motion made by Diane Giese, seconded by Bill Hahn to approve the Customer Service and Billing Agreement with Maine Water Company. VOTE: 4-1 (Peter Lammert opposed)

ACTION: Motion made by Bill Hahn, seconded by Diane Giese to authorize the Town Manager to sign said agreement with Maine Water Company. VOTE: 4-1 (Peter Lammert opposed)

9D. Review for approval the FY20-21 Pollution Control Department Budget as submitted by Pollution Control Superintendent John Fancy.

ACTION: Motion made by Diane Giese to approve the Pollution Control Budget, seconded by Bill Hahn. VOTE: 5-0

9E. Review for approval the FY20-21 Municipal Budget

Chief Hoppe was questioned regarding the Police budget line of the Municipal Budget. Hoppe stated that the department is still short staffed. The Department receives a lot of complaint calls. The investigations are very time consuming. He would like the Board to reconsider adding a Detective position. The increase to a tax bill would be approximately \$63.00 per year. Board member Diane Giese asked if there had been more domestic violence since COVID19.

ACTION: Diane Giese made a motion to add a patrol officer position. Peter Lammert seconded for purpose of discussion. VOTE: 2-3

Charlie Grover commented that there has been several reviews and serious discussions on the topic of police department positions. Diane Giese asked if there was any grant money available for a position.

ACTION: Motion made by Sandy Moore to approve the FY20-21 Budget. Seconded by Lee-Ann Upham. VOTE: 5-0

9F. Review for approval the updated Town Safety Manual.

ACTION: Motion made by Diane Giese to accept the new Town Safety Manual. Seconded by Lee-Ann Upham. VOTE: 5-0

9G. Discuss guidelines and/or drafting an ordinance for the Trust Fund Committee.

Bill Hahn suggested the Town keep the Trust Fund Policy and not develop an ordinance. The Board and the Town Manager should be in control. All the Reserve Accounts need to be reviewed. The accounts need to be in a more aggressive accounts and not savings account. The investing should be more beneficial to the Town.

ACTION: Motion made by Bill Hahn to set up a workshop and further discuss the Trust Fund status. Seconded by Sandy Moore. VOTE: 5-0

9H. Review for signature the RSU#13 Warrant and Notice of Election calling the School Budget Referendum.

5. Adjustment to the Agenda

Coastal Opportunities Development at the Thomaston Green

Diane Giese asked if this would affect any of the housing in the historical district. Sandy Moore asked if the 6-bedroom house proposed by Coastal Opportunities would mean one person per bedroom and noted this should be a stipulation in the agreement if passed by the voters.

ACTION: Motion made by Sandy Moore to obtain more information from Coastal Opportunities and Avesta Housing. Seconded by Diane Giese. VOTE: 5-0

4. Approve the Warrants

ACTION: Motion made by Bill Hahn to approve the warrants. Seconded by Diane Giese. VOTE: 5-0

6. Town Manager's Report

The Town Office will be closed on June 30th for the upgrade to TRIO software.

An outside intercom has been installed on the Municipal Building by Dusty at Hi-Tech.

Part-time employees that work an average of 20 hours per week are now eligible to enroll in VSP Vision and Dental Plans. The plans are fully paid by the employee.

Andrew Josephs is working on the COVID19 Awareness Grant application. The grant is a reimbursement program that funds public safety education and notices, as well as Personal Protective Equipment.

The Select Board set the date of Thursday, July 2nd at 6 p.m. to approve the town meeting warrant.

The Town Manager is working with Don Fowles of Computer Casualties to set up .Gov emails for the town employees.

ACTION: Motion to adjourn at 8 p.m. made by Bill Hahn. Seconded by Peter Lammert. VOTE: 5-0

Chair, Peter Lammert

Recording Secretary, Donna Culbertson

TOWN OF THOMASTON
October 19, 2020
Select Board Minutes

Board Present: Chair Peter Lammert, Vice-Chair Sandy Moore, Zel Bowman-Laberge, Bill Hahn, Diane Giese, Town Manager Kara George

Public Present: Rene Dorr, Charlie Grover, Christine Simmonds

The meeting was called to order at 5:00 p.m. in the Multipurpose Room.

Rene Dorr discussed with the Select Board purchasing a two-boiler system to replace the non-functioning boiler in the basement at the Thomaston Municipal Building. An estimate from Rockcoast Plumbing and Heating came in at \$45,000-\$50,000. The price could come in lower than that depending on the number of labor hours to install the system.

Rockcoast Plumbing and Heating is recommending a Biasi system with a Riello burner. There is an approximate lead time of 3 weeks before the boilers would arrive and another 7-10 business days for installation. This means the installation will not take place to mid-November.

The Select Board discussed other heating options that included purchasing heat pumps or purchasing one larger boiler instead of two smaller boilers. Rene Dorr stated that the two smaller boilers would provide back-up heat in case of a similar situation arising again in the future. Rene further noted that the cost is an estimated \$125,000 to install heat pumps and there would still be unheated areas in the building.

ACTION: Zel Bowman-Laberge made a motion, seconded by Bill Hahn, to move forward with the two-boiler system to replace the dead boiler and to include monthly reviews of the system. VOTE: 5-0

Zel Bowman-Laberge recommended that the Select Board resume doing meetings on Zoom instead of in-person due to COVID19 numbers increasing in Knox County. It was noted that other municipalities are doing Zoom-only meetings. The Select Board determined they would reassess as needed.

ACTION: Zel Bowman-Laberge made a motion, seconded by Bill Hahn to hold Select Board meetings via Zoom starting on Monday, October 26th. VOTE: 5-0.

The meeting adjourned at 6:10 p.m.

Chair Peter Lammert

Town Manager Kara George

Memo

To: Town Manager & Selectboard
Cc: Economic Development Committee
From: John Fancy
Date: October 17, 2020
Re: **DRAGON LAND FOR ECONOMIC DEVELOPMENT**

Attached is the plan, proposed to go to DEP, for removing DEP restrictions on property currently owned by Dragon. This will allow the Town to work with Dragon on encouraging use of this land for commercial and light industrial development. This is the next step in a process that has been going on for over a year now.

As outlined in the plan, once DEP has approved this proposal, the Town needs to have all the property involved surveyed to obtain a legal description. The legal description of the Town property will then be put into a conservation deed drawn up by an attorney and recorded in the Knox County Registry. The legal description of the Dragon property will be provided to DEP so they can use this to remove the current restrictions.

Concurrent with the above work, I believe, the project needs to go to the voters for their approval. I would suggest a warrant article along these lines: *Shall the Town vote to put into a Conservation Easement approximately 36 acres of Town owned land located in the Town Forest and authorize the Thomaston Selectboard to work with Dragon Products Company to develop a portion of their land for commercial and light industrial use and to take any and all actions necessary to accomplish this.*

Suggested motion: **Move to authorize John Fancy to submit to DEP a Proposal to Reclassify Property in Thomaston.**

A proposal to Reclassify Property in Thomaston

Prepared by Town of Thomaston

October 2020

Summary – The Town of Thomaston would like to encourage economic development but suitable land available in the midcoast area is very limited. The Town is proposing to acquire land currently owned by Dragon Products and held in a protective easement and use this land for future economic development. The Town would like to take these parcels out of protective easement and place a corresponding parcel, currently owned by the Town, in a protective easement.

Dragon Property – In February 2011 Dragon placed covenants and restrictions on approximately 121.2 acres under an agreement with the Maine Department of Environmental (DEP). This property contains both wetlands and highlands. At the time the restrictions were placed on it, it was proposed that it would connect to future conservation easements. This did not happen and it is currently surrounded by industrial and commercial property. A portion of this parcel is wetland and that will stay under restrictions in Dragon's ownership. The attached (map #1) shows the areas that we are requesting to have the covenants and restrictions removed. These parcels contain 23.8 acres with most of it being upland. The town of Thomaston has worked with Dragon on this and Dragon has indicated its consent to this proposal by signing a Letter of Intent (copy attached).

Thomaston Property – The town of Thomaston owns over 500 acres on the west side of the town. Of this land 100 acres is already in a conservation easement. A parcel between the land already in conservation and the Oyster River (map #2) is proposed to be put into a conservation easement in exchange for removing the restrictions on the Dragon property shown in Map #1. This parcel is a little over 36 acres with 25 acres of upland and 11.1 acres of wetland. It also has about 1,500 feet of frontage on the Oyster River.

Future Concerns – The Thomaston Comprehensive Plan, as recently approved by the State Bureau of Information & Land Use Planning and the DEP, calls for a new road to be constructed just to the south of the land currently in conservation and the land proposed for conservation under this proposal. The intent of this road is to open the land on the north edge of the built-up village area to development. Putting this parcel into conservation now will ensure that it does not become developed.

Steps to Completion – Once DEP approval is granted the Town will prepare a conservation easement deed with legal description and record the deed with the Knox County Registry and provide DEP with a copy. The Town will prepare a legal description of the four parcels and provide this to DEP. DEP will release the covenants and restrictions on the Dragon land for the parcels described.



October 1, 2020

TOWN OF THOMASTON
P.O. BOX 299
THOMASTON, MAINE 04861-0299
TEL: (207) 354-6272

Dragon Products Company, LLC
107 New County Rd.
Thomaston, ME 04861
Attn: Stephen H. Holt

REF: Letter of Intent - Thomaston Economic Development Plan

Dear Mr. Holt:

This letter of Intent (“LOI”) outlines the basic understanding and preliminary discussions between the Town of Thomaston, a municipality located in Knox County, Maine (the “Town”) and Dragon Products Company, LLC, a Delaware limited liability company (“DPC”) to enter into a final, definitive, and formal agreement (a “**Definitive Agreement**”) related to a land transfer for the purpose of economic development located in Thomaston, Maine (the “**Transaction**”).

The following paragraphs reflect the parties’ non-binding basic understanding with respect to the preliminary discussions to enter into the Definitive Agreement. The following paragraphs are expressly intended and deemed not to constitute all the necessary material terms to form a final, definitive and formal agreement.

1. Proposal. DPC intends to work with the Town to develop the terms of a mutually agreeable transfer of Dragon-owned land (Lot 33/Map 401) as identified in *Exhibit “A”* attached hereto (the “**Dragon Property**”) to the Town in support of the Town’s Economic Development Plan (“**Plan**”). The development of the Plan includes the transfer of conservation restrictions currently existing on the Dragon Property to land currently owned by the Town (Lot 23/ Map 402), in accordance with the requirements of the Maine Department of Environmental Protection’s Natural Resource Protection Act. The transfer of land and any restrictions are subject to approval by all appropriate authorizing parties, applicable laws, and agencies, including any corporate or internal approval needed for Dragon to execute the Definitive Agreement and/or consummate the transfer.
2. Representations and Warranties. The Definitive Agreement shall contain such representations, warranties, covenants, conditions and other terms and provisions that are traditionally contained in agreements for transactions described herein.

Upon execution of counterparts of this LOI by both parties, the following paragraphs shall constitute the legal binding and enforceable agreement of the parties in pursuing this transaction.

1. **Disclaimer of Agreement.** The obligations of the parties related to the Transaction are subject to entering into a Definitive Agreement to be prepared without missing terms, authorized by the appropriate managers or directors, shareholders or members duly executed and delivered. Except for the specific provisions identified as binding terms, neither party shall have any liability to the other in connection with this LOI and the potential transaction it describes for failure to agree upon a Definitive Agreement, and the non-binding terms do not evidence any legal or equitable obligation of either party. These are preliminary and exploratory proposals which do not represent a final, definitive and formal agreement of the parties with respect to the Transaction. The parties shall not be bound until a Definitive Agreement is approved by the appropriate authorizing parties and executed by both the Town and DPC.
2. **Termination.** Either party has the right to terminate this LOI, cease negotiations, or refuse to compromise on any issue, without risk or obligation to the other party. If the parties do not enter into a Definitive Agreement within one hundred eighty (180) days following the execution of this LOI, this LOI shall terminate in its entirety without any further notice being necessary, unless the parties agree in writing to the contrary. If executed, the Definitive Agreement shall supersede the terms of this LOI.
3. **Complete Agreement.** The binding terms of this LOI constitutes the entire agreement of the parties related to the proposed transaction and supersedes all prior or contemporaneous contracts or agreements with respect to those matters, whether oral or written, and no other representation, promise, agreement or condition shall be binding upon the parties unless set forth in writing signed by an authorized representative of the party to be bound, stating its intent to be bound. This LOI may be amended, supplemented or otherwise modified only in a writing signed by duly authorized representatives of each party.
4. **Expenses.** Each party will be responsible for its own costs and expenses associated with the negotiation and execution of this LOI.
5. **Confidentiality.** Any information delivered or disclosed by one party to the other party which is not otherwise public, known to such party, or independently developed or received by such party shall be held as non-public, confidential and proprietary information and shall not be disclosed for three (3) years to any third party other than to evaluate the interest in the proposed transaction. Such information shall be treated with the same standard of confidentiality as the receiving party treats its own confidential information, and shall be returned if no final, definitive and formal agreement is consummated in accordance with this LOI. Each party will, in good faith, attempt to restrict such confidential information only to those parties who have a need to know, in order for such party to conduct its usual course of business as it evaluates the Project.

6. Governing Law. This LOI shall be governed and construed in accordance with the laws of the State of Maine, without giving effect to the conflict of laws principles.

If the terms of this LOI are acceptable, please acknowledge your acceptance by signing below where indicated and return a copy to us via email at sholt@agchi.com. This LOI is effective as of the date of the last signatories by the Town and DPC. We look forward to the opportunity to close the Transaction.

Sincerely,

Town of Thomaston
a municipality located in Knox County, Maine

By: Kara George

Name: Kara George

Title: Town Manager

AGREED AND ACCEPTED on ___ day of _____, 2020

DRAGON PRODUCTS COMPANY
Delaware limited liability company

By: Timothy J. Kuebler

Name: Timothy J. Kuebler

Title: President and Chief Executive Officer

Memo

To: Selectboard & Town Manager
From: John Fancy
Date: October 23, 2020
Re: SOLAR PROJECT – INTERIM FINANCING

Several banks were contacted about providing a Bond Anticipation Note (BAN) for the interim financing of the Solar Array project. Only Camden National responded and their interest rate was 2.25% (see attached letter). The bid was based on a short term, 7 months, construction loan that can be drawn as needed, repaid at any time and need not be all used. The maximum interest cost if the entire \$1,200,000 was withdrawn on the first day of the loan and held until June 1, 2021 would be \$16,200. Funds to cover this are in the Solar Array budget. Since we will draw the funds as needed the actual cost will be around $\frac{3}{4}$ of this amount.

It is recommended that the Selectboard accept this bid, it is actually slightly less than the BAN for the new Town office we received a little over a year ago, and approve the Resolutions (copy attached) authorizing the issuance of a General Obligation Bond for the solar array project. NOTE: This assures Camden National Bank that we intend to repay the BAN.

To complete the long-term financing of the new solar array an application needs to be submitted to the Maine Municipal Bond Bank by February of next year. This will provide funds in May to pay off the interim loan before June 1st.

We will be using Dan Pittman from Eaton Peabody as our Bond Counsel and a copy of his Letter of Agreement is attached. The fee for both the BAN and the long-term bond will be about \$8,800 and this is in the budget.



October 20, 2020

John Fancy
Town of Thomaston
PO Box 299
Thomaston, ME 04861

Ref: 2020 Bond Anticipation Note - \$1,200,000
"Bid Request"

Dear John:

Thank you for the opportunity to bid on your request for the 2020 Bond Anticipation Note for the Town of Thomaston in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00). This bid is submitted as per your request for proposal specifications. Camden National Bank (the "Bank") is pleased to offer this Note subject to the following conditions:

- 1) ISSUER: Town of Thomaston
- 2) ISSUE DATE: The note will be issued on or about October 26, 2020.
- 3) DENOMINATION OF NOTES: One note in the amount of \$1,200,000.00 will be issued on an "as needed" basis.
- 4) MATURITY DATE: The note will mature on June 1, 2021.
- 5) INTEREST RATE: The interest rate will be 2.25%. The interest will be computed on the basis of actual days elapsed over a 365 day year.
- 6) REPAYMENT TERMS: The loan can be paid in part or full at any time without penalty. Any remaining balance of principal plus accrued interest will be paid by the maturity date. Assuming all funds are disbursed on October 26, 2020, and not paid until June 1, 2021, the total interest paid is estimated to be \$16,200.00.
- 7) PREPAYMENT PROVISION: The note may be prepaid in part or full at any time without penalty.
- 8) LEGAL OPINION: This bid is subject to a legal opinion from bond counsel acceptable to the Bank, the cost of which will be borne by the Town of Thomaston. The opinion must include a statement that the note represents a valid and binding obligation of the issuer and further that the note is a "bank qualified and designated tax exempt obligation" for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The issuer's counsel will be responsible for preparing the required loan documents and filing the necessary forms with the Internal Revenue Service.

9) **ADDITIONAL PROVISION:** It is a condition of this commitment that none of the proceeds shall be used or invested in any manner such as to result in the loss of exemption from Federal Income taxation of interest earned on this obligation. If this condition is violated by the issuer, the actions of any of its officers, agents, or employees, said issuer shall be liable to any holder of this obligation for all income tax liability incurred by said holder as a result of said condition broken, and in addition, all obligations under this Note shall become immediately due and payable at the option of the holder. All acts, conditions and formalities essential to the validity of said obligation have been performed and compiled with as required by law, and the total indebtedness of the issuer is within the legal debt limit prescribed by law.

10) **CONFIRMATIONS:** The Town of Thomaston must confirm in writing that: -The Town of Thomaston will comply with all of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.

11) **SUBMISSION OF FINANCIAL STATEMENTS:** The Town of Thomaston will provide the Bank with year-end audited financials within one hundred twenty (120) days of the Towns fiscal year-end. Such statements are to be prepared by an independent certified public accountant.

This commitment shall expire if it is not accepted by October 28, 2020 and the bid may be withdrawn if any adverse information relating to the issuer's affairs is discovered prior to closing.

Should you have any questions regarding this proposal or require additional information, please contact me at 323-2673 or by email at pdoddy@camdennational.com . Thank you for considering Camden National Bank for the Towns financial needs. My fax# is 207-230-5410.

Sincerely,



Paul Doody
Vice President
Camden National Bank

**RESOLUTIONS OF THE TOWN OF THOMASTON, MAINE
AUTHORIZING ISSUANCE OF ITS \$1,200,000
2020 GENERAL OBLIGATION BOND ANTICIPATION NOTE AND \$1,200,000
GENERAL OBLIGATION BOND**

WHEREAS, The Town of Thomaston, Maine (the "Town") is authorized to borrow money and issue bonds therefore; and

WHEREAS, the Town has previously approved borrowing funds to finance the construction and installation of a municipal solar array in the Town (the "Project"); and

WHEREAS, the Select Board of the Town desires to issue, for purposes of financing the Project, a General Obligation Bond in an amount not to exceed \$1,200,000 (the "Bond") and, in the interim, to issue its Bond Anticipation Note (the "Note") in the amount of \$1,200,000 to fund expenses of the Project incurred before the Bond is issued;

NOW, THEREFORE, be it voted and resolved by the Select Board of the Town as follows:

- RESOLVED:** The issuance, sale and delivery of the Bond is authorized for the purpose of providing funding for the Project. The Bond may (but need not) be callable and/or subject to prepayment without penalty and shall otherwise be in such form as approved by the Treasurer and a majority at least of members of the Select Board, as evidenced by their signature of same.
- RESOLVED:** The Note is and hereby awarded to and shall be issued and delivered to Camden National Bank. The Note shall be callable and subject to prepayment without penalty, and shall be in the form of the exhibit hereto.
- RESOLVED:** The Bond shall be awarded, issued and delivered to the Maine Municipal Bond Bank or to some other lending institution chosen by the Treasurer and Select Board.
- RESOLVED:** The members of the Select Board and officers of the Town, and each of them singly, are authorized and directed and empowered in its name and on its behalf, to do or cause to be done all such actions and things and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the financing for the Project and the issuance and delivery of the Note and the Bond, including but not limited to signing any Loan Agreements, certificates, tax returns or other documents they deem proper in connection with such issuances, and in carrying out the purposes of these Resolutions.

RESOLVED: The Town hereby ratifies, confirms and approves all prior actions undertaken and approved in connection with the Project, including approval of interim financing and expenditures of funds on the Project.

RESOLVED: The Note is hereby designated as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code.

RESOLVED: The law firm of Eaton Peabody is hereby designated as Bond Counsel for the Town to advise it with respect to the issuance and sale of the Note and the Bond, and to prepare documents and render opinions as may be necessary or convenient for that purpose.

RESOLVED: If any officer or official of the Town who has signed or sealed the Note or Bond shall cease to be such officer or official before the Note or Bond has been authenticated or delivered by the Town, such Note or Bond nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Note or Bond had not ceased to be such officer or official; and any such Note or Bond may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Note or Bond shall be the proper officers and officials of the Town, although at the nominal date of such Note or Bond such person or persons shall not be such officer or official.

RESOLVED: These Resolutions shall take effect immediately.

APPROVED October 26 by the Select Board of the Town, at a meeting duly noticed,
convened and conducted.

DATED: November 5, 2020

Melissa Stevens, Clerk

(SEAL)

October 22, 2020

Town of Thomaston
Attn: John Fancy
P.O. Box 299
Thomaston, ME 04861

Re: 2020 \$1,200,000 Bond Anticipation Note/Maine Municipal Bond Bank Spring 2021
Pooled Issuance General Obligation Bond

Dear John:

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bond anticipation note and long-term General Obligation Bond (the "Bond") of the Town of Thomaston (the "Issuer") with the Maine Municipal Bond Bank, and, prior to that, the issuance of a short-term General Obligation Bond Anticipation Note (the "Note") of the Town to a lender to be selected by the Select Board.

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of Bond.

As bond counsel, we will: examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to the issuance of the Bond; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion.

Subject to the completion of proceedings to our satisfaction upon closing of the Note, we will render our opinion that:

1. The Note is a valid and binding general obligation of the Issuer;
2. The interest paid on the Note will be excluded from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion);
3. The interest paid on the Note will be exempt from Maine income taxes;

4. The principal and interest on the Bond are payable from sums raised by ad valorem taxes which may be raised without limit to pay same.

5. Interest on the Bond is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, is includable in the adjusted net book income or the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax on certain corporations.

6. Interest on the Bond is excluded from gross income for purposes of determining the State of Maine income tax imposed on individuals.

7. The Bond is not an "arbitrage bond" or a "private activity bond" as such terms are defined in Sections 148 and 141, respectively, of the Code.

8. To the best of our knowledge, after due inquiry, no proceeding essential to the issue of the Bond has been repealed or amended and no litigation is pending or threatened affecting the validity of the Bond, or contesting the corporate existence or boundaries of the Issuer or the title to office of any of its officers.

If you choose not to issue the Bond to the Maine Municipal Bond Bank, we will deliver such opinions at such times as the bank you select requires. In any case, the opinion will be executed and delivered by us in written form on the date the Bond is exchanged for its purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excluded from gross income for federal income tax purposes.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

As bond counsel, we do not advocate the interests of the Issuer or any other party to the transaction. We will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Bond, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the Issuer, our responsibility will include the preparation or review of any description therein of: (i) Maine and federal law pertinent to the validity of the Bond and the tax treatment of interest paid thereon, (ii) the terms of the Bond, and (iii) our opinion.

Dated: _____



STANDARD TERMS AND CONDITIONS

1. SCOPE OF ENGAGEMENT

You have engaged Eaton Peabody (the "Firm") to represent you and perform the services listed in the engagement letter accompanying these Terms. One of the purposes of the engagement letter and these Terms is to provide you and this office with a clear and understandable statement of the scope and terms of your engagement of us and to foster a cooperative and professional relationship between attorney and client. These terms will apply except to the extent specifically modified in the engagement letter or other writing.

2. RATES AND CHARGES

Eaton Peabody strives to provide all legal services in an efficient and cost effective manner, and we will bill you in an amount which, in our judgment, reflects the fair value of the services rendered. Where appropriate we will bill a fixed fee amount for a discrete task. In the performance of drafting and negotiation of complex instruments and transactions it is often impossible to fix a fee for that service and we will bill based upon time and other relevant factors. All attorneys and certain other Firm personnel record their time. Each is assigned an hourly rate for a particular project. Rates may vary depending on the person working on the project and on the nature of the services required. Often, fees are based primarily on time devoted to a matter. Current hourly rates for those actively working on your project are available upon request. Rates are subject to periodic adjustment without notice. In addition to hours devoted to a matter, we may also consider, where appropriate, such factors as the nature of the services performed, any special expertise required, the size of the project, the level of responsibility assumed, special time deadlines imposed for completion of work, the result obtained and other relevant circumstances. Time charges include all work performed on a project such as conferences, telephone calls, email and other correspondence, and review and preparation of documents and travel.

In addition to fees for services, you also are responsible for payment of costs incurred by the Firm in connection with the services performed including travel expenses, photocopy and facsimile charges, filing fees and telephone charges. We reserve the right to request advance payment of any significant disbursements.

3. FIXED FEES AND ESTIMATES

Certain routine services, such as certain business entity formation, annual corporate maintenance and filings, are billed on a fixed fee basis. If applicable, those fees will be explained to you at the time of our engagement. Fixed fees normally are payable in advance.

Our engagement letter may set forth an estimate of charges to be incurred in connection with the matter described in the letter. While our estimate is a good faith projection of the range of fees likely to be incurred in rendering the described services, unforeseen contingencies may arise in connection with any matter, and there can be no assurance that our estimate will prove

8. WITHDRAWAL

We reserve the right to withdraw from representing you at any time and for any reason. In addition, while we endeavor to identify conflicts of interest at the outset of an engagement, in the event a conflict is discovered or arises after our engagement, we may be required to withdraw from representing you as a matter of professional responsibility. You will remain responsible for payment of our fees up to the date of our withdrawal. In the event we withdraw, we will provide you with sufficient notice so that you will have the opportunity to employ other counsel.

9. CONFIDENTIALITY AND ATTORNEY-CLIENT PRIVILEGE

In instances in which Eaton Peabody undertakes to represent a corporation or other business entity, its professional obligations are owed to that entity and not to its shareholders, officers, directors, managers or members in their individual capacities. Any such person who feels the need for separate individual counsel is encouraged to seek such counsel from other sources.

Communications between our clients and representatives of the Firm are regarded as strictly confidential. Any such communications made in the context of the attorney-client relationship may also be legally privileged. You should be aware, however, that communications between you and this Firm, including but not limited to email communications, which are shared or otherwise made available to third parties are not privileged, and we may later be legally required to divulge such communications. In addition, conversations between us and shareholders, officers, directors, managers, members or employees of a client are not privileged as to, and may be disclosed to, other shareholders, officers, directors, managers, members or employees of that client.

10. INQUIRIES

Any attorney-client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees and disbursements charged for those services. Whenever you have any questions or comments regarding our services, or the status of your file(s), or whenever any new facts or considerations come to your attention, you should contact the attorney who is principally responsible for your matter. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that are in any way unclear or appear unsatisfactory.

11. FILE RETENTION AND DESTRUCTION

At the completion of the case or matter, we may return your file to you for safekeeping. Otherwise, your file will be retained for a reasonable time period established by Firm policy after which it will be destroyed. If you want us to keep your file for a longer period of time or if you are at all concerned that the documents and materials in your file might be destroyed over time, please request your file at the completion of the case or matter.



TOWN OF THOMASTON

13 Valley Street, Thomaston, Maine 04861
Phone: (207) 354-6701 / Fax: (207) 354-2132
www.thomastonmain.gov

VOLUNTEER BOARD & COMMITTEE MEMBER APPLICATION

Full Name: Avikhael Ragaven


Phone Number: 207-332-8708

Email Address: Scongoave@gmail.com

Mailing Address: 5 Congo Ave. APT 3
Thomaston, ME, 04861

What Boards or Committees are you interested in? Conservation Committee

Do you have any prior experience or skills that may be valuable? Working in active travel.

Signature:  Date: 10/18/20

Email Excerpt from 10/16/2020

Sent by Holly Merrow

Received by Town Manager Kara George

"I have been in and spoken to chief Hope several times in the last couple of years about the speed of which cars are going in our town. I see almost no change to this. Therefore, I am curious if you can advise me as to how to get "Not a Through Street" signs for each end of our little street. I live on Roxbury St. It is a narrow st. Where two cars can barely pass each other. We have lots of kids that live and play on this St. We have a major speed problem. And this includes town vehicles, mail trucks, fedex, newspaper delivery and especially people using our street as a pass through from rte 1 to fish st. We have 25 mph speed limits and it is not enforced. People are speeding at very excessive rates, blowing through stop signs and from what I can see very little is being done. So again i ask what is the process to get not a through st. Signs at each end?"

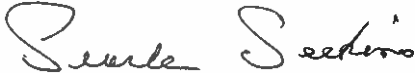
October 20, 2020

To whom it may concern:

My name is Pearle Seekins and I live at 134 Beechwood Street. I am writing this letter because I would like to see a slow down speed sign along with visible curve signs on the corner of Beechwood street just before my house due to speeding and various accidents that has happened over the years since I've lived here. Early this past Saturday morning there was an accident due from speeding and failure to negotiate the curve just before my house which the car ended up on my front lawn. Luckily no one got hurt. Just some damage to my property. I don't want to see anyone get hurt or die so can we please get a slow down speed sign and new visible curve signs?

Thank you,

Sincerely,



Pearle Seekins

134 Beechwood St.

Thomaston, ME 04861

53-year Resident

Donna Culbertson

From: Nicole Marie Frazier <nicolemarie113@gmail.com>
Sent: Friday, October 16, 2020 4:00 PM
To: Donna Culbertson
Subject: Select board meeting agenda addition

To whom it may concern,

I am requesting to be put on to the upcoming select board agenda. I was asked to get on the agenda by the board at a previous meeting where I presented the question of the city's responsibility for plowing Roxbury St. road. I presented this question to the city manager and select board last year and was asked to bring it up again in the spring, however due to Covid there was not a meeting to attend at that time. I am requesting that the city add Roxbury St. to the list of public roads that are plowed.

Please let me know if you have any other questions. Thank you.

Nicole Frazier

**Town of Thomaston
Excerpt from the Select Board Minutes
Monday, December 9, 2019**

D) Discuss the request of Resident Nicole Frazier of 66 Roxbury Street Ext. to have Roxbury Street Ext. added as a Town Road.

Assessors' Agent David Martucci presented a historical background on Roxbury Street and that the situation is questionable whether the road was ever officially accepted as a Town road. The request is required to be voted on by Town meeting in order to accept the road.

Resident Nicole Frazier discussed her property located at 66 Roxbury Street Ext. She noted that the road is not a public road and the property had been a vacant lot prior to her building her house there. The road is valued by the community to access Mill River Park and the public continues to use the road during the winter after access to the park has been blocked by the Town barriers. People are using Frazier's driveway to turnaround and her mailbox was run over.

Chairman Peter Lammert noted that the heavy wheeler that Public Works uses for snow removal will not be able to back out of the road. The smaller plow truck is used for plowing the parking lots.

Pollution Control Superintendent John Fancy added that there are other roads in Thomaston in the same situation as Roxbury Street. There is a road located off Booker Street where the resident had requested the Town plow it and the Town refused to.

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to investigate the future use of Roxbury Street Ext. and research Roxbury Street to determine if the Town should accept the road before going to a Town meeting vote. VOTE: Motion passed 5-0.

Kara George

From: Dave Martucci
Sent: Tuesday, October 20, 2020 2:23 PM
To: Kara George
Subject: RE: Nicole Frazier on Roxbury Street

Kara,

My analysis still stands. The Town may or may not have accepted this part of Roxbury Street; it's unclear. You can read the 1874 Town Meeting Record either way. It does lead to Town owned property, however, so if you were plowing to the park, there would be no problem. But seeing as how we block it off in winter, then plowing just to her driveway would be, in my opinion, questionable until you resolve the issue as to whether or not the Town has accepted it as a Public Way. That question, I would suggest, should go to a Town Meeting vote to be certain, as existing records are not certain.

David B. Martucci, CMA
Town of Thomaston, Maine
Assessors' Agent
13 Valley Street
Thomaston ME 04861-3818
(207) 354-6107 ext. 109
dmartucci@thomastonmaine.gov

Please be advised that pursuant to Title 1 M.R.S. § 402(3), a public record includes any written, printed or graphic matter or any mechanical or electronic data in the possession or custody of an agency or public official that has been received or prepared for use in connection with the transaction of public or governmental business and contains information relating to the transaction of said business; therefore, the public is advised that any correspondence, whether by traditional method or e-mail with Town offices or Town officials, with certain limited exceptions as defined by law, is a public record and is available for review by any interested party.

From: Kara George <kgeorge@thomastonmaine.gov>
Sent: Tuesday, October 20, 2020 2:10 PM
To: Dave Martucci <dmartucci@thomastonmaine.gov>
Cc: Brandon Allen <ballen@thomastonmaine.gov>
Subject: Nicole Frazier on Roxbury Street

Hi Dave,

I have received a request from Nicole Frazier to revisit the Roxbury Street snow plowing request at the next Select Board meeting. Below is an excerpt from 12/9/19 minutes the last time the Board reviewed this. Also, I still have the letter you wrote with the maps of the area. I'm not sure what more research is to be done on this as the Select Board had voted to do at that December meeting. Do you have any thoughts on this? In either case, we've missed the boat on the town meeting that was in September. Would you still recommend to the Board that the Street would need to be approved by voters first? I will reshare the letter and maps with the Board once again...as it was awhile ago!

D) Discuss the request of Resident Nicole Frazier of 66 Roxbury Street Ext. to have Roxbury Street Ext. added as a Town Road.

Assessors' Agent David Martucci presented a historical background on Roxbury Street and that the situation is questionable whether the road was ever officially accepted as a Town road. The request is required to be voted on by Town meeting in order to accept the road.

Resident Nicole Frazier discussed her property located at 66 Roxbury Street Ext. She noted that the road is not a public road and the property had been a vacant lot prior to her building her house there. The road is valued by the community to access Mill River Park and the public continues to use the road during the winter after access to the park has been blocked by the Town barriers. People are using Frazier's driveway to turnaround and her mailbox was run over.

Chairman Peter Lammert noted that the heavy wheeler that Public Works uses for snow removal will not be able to back out of the road. The smaller plow truck is used for plowing the parking lots.

Pollution Control Superintendent John Fancy added that there are other roads in Thomaston in the same situation as Roxbury Street. There is a road located off Booker Street where the resident had requested the Town plow it and the Town refused to.

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to investigate the future use of Roxbury Street Ext. and research Roxbury Street to determine if the Town should accept the road before going to a Town meeting vote. VOTE: Motion passed 5-0.

Thank you for your help,

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

ROXBURY STREET, Thomaston

The earliest evidence of the existence of this way is a deed and plan dated 4 January 1845 that transferred ownership from the Bussey Estate to Daniel Morse and Franklin Ferrand of the lime kiln property, *East Lincoln Book 8, Page 538*.

This document included "... *the right & privilege in common with us, our assigns & all others haveing the like rights to pass & repass with horses, teams & carriges, upon, through & over a passageway three rods wide shown on said plan, extending from the said granted lands to Gleason Street ...*"

Further, the deed also stipulated that "... *the said rights of way are hereby conveyed upon condition that the said Ferrand & Morse, their heirs & assigns shall at their own cost & expense erect & maintain suitable gates or bars, at the ends of each of said passageways so as effectually & at all times to prevent animals straying upon or over the same or any part thereof.*"

On 21 May 1853, the Thomaston Town Meeting voted to accept Article 13, which was an unnamed road from Main Street to Gleason Street, as a public way, *Town Meeting Records (TMR) Volume 3, Page 131*. Illustrated in the *Rose Plan* under date of 1852, this 3 Rod wide (49½ feet) way is found on plan page 5.

An 1862 map of Thomaston Village shows the way running to the end of Caroline Street (which was never built) labeled "*Academy Street*". It appears on this map the lime kiln was located here but in reality it is somewhat South of this point.

On 28 November 1864, the Select Board laid out a road from the end of Thatcher Street to the end of Fish Street, which was accepted by the Town Meeting on 23 March 1868, *TMR 3-420* (description *TMR 3-419*). This is relevant to the existence of Roxbury Street because of the second clause in the 1845 deed that required the owners to establish gates. Just South of Thatcher Street where this extension was built there exists the remnants of timber gate posts that appears to have been placed at or before this time.

On 27 March 1874, the Town Meeting accepted a road from Gleason Street to "*the lime kiln of Linekin & Austin & Morse*", *TMR 4-112* (description *TMR 4-107*). It appears that the accepted portion of the way likely extended to the gate even though the description says to the lime kiln.

A map of Thomaston dated 1875 shows the way North of Thatcher Street labeled "*Roxbury Street*" (the earliest known reference to this name) but also shows the way South of Thatcher to the kiln as unnamed.

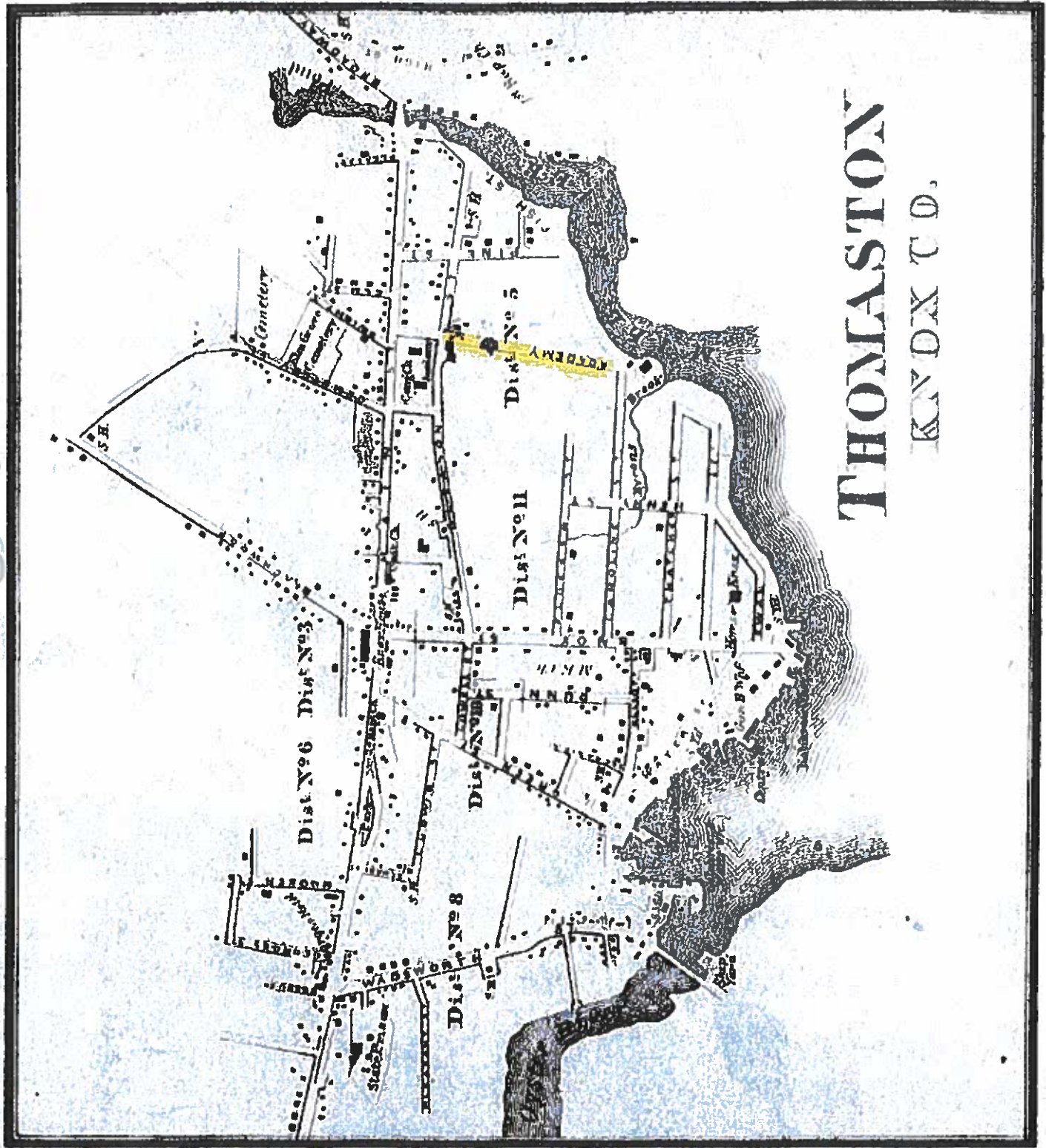
The name "*Roxbury*" likely was used because much of the road passed through land formerly owned by Benjamin Bussey of Roxbury, Massachusetts who held a number of mortgages on the Knox Estate in Thomaston.

A map dated 1914 shows the limit of Roxbury Street as just a few feet South of the intersection with Thatcher Street, at the point where the gate posts still stand. The Town acquired title to the Kiln property including the "*Passageway to Gleason Street*" 1 November 1936 after A.J. Bird failed to pay the 1934 taxes.

In conclusion, the Northern most portion of Roxbury Street was accepted in 1853 and the portion between Gleason Street and Thatcher Street in 1874. The portion South of Thatcher Street likely was not accepted in 1874 although that is not entirely clear. I recommend the status of this piece of the way be considered by the Town Meeting if it is desired to clarify this situation.

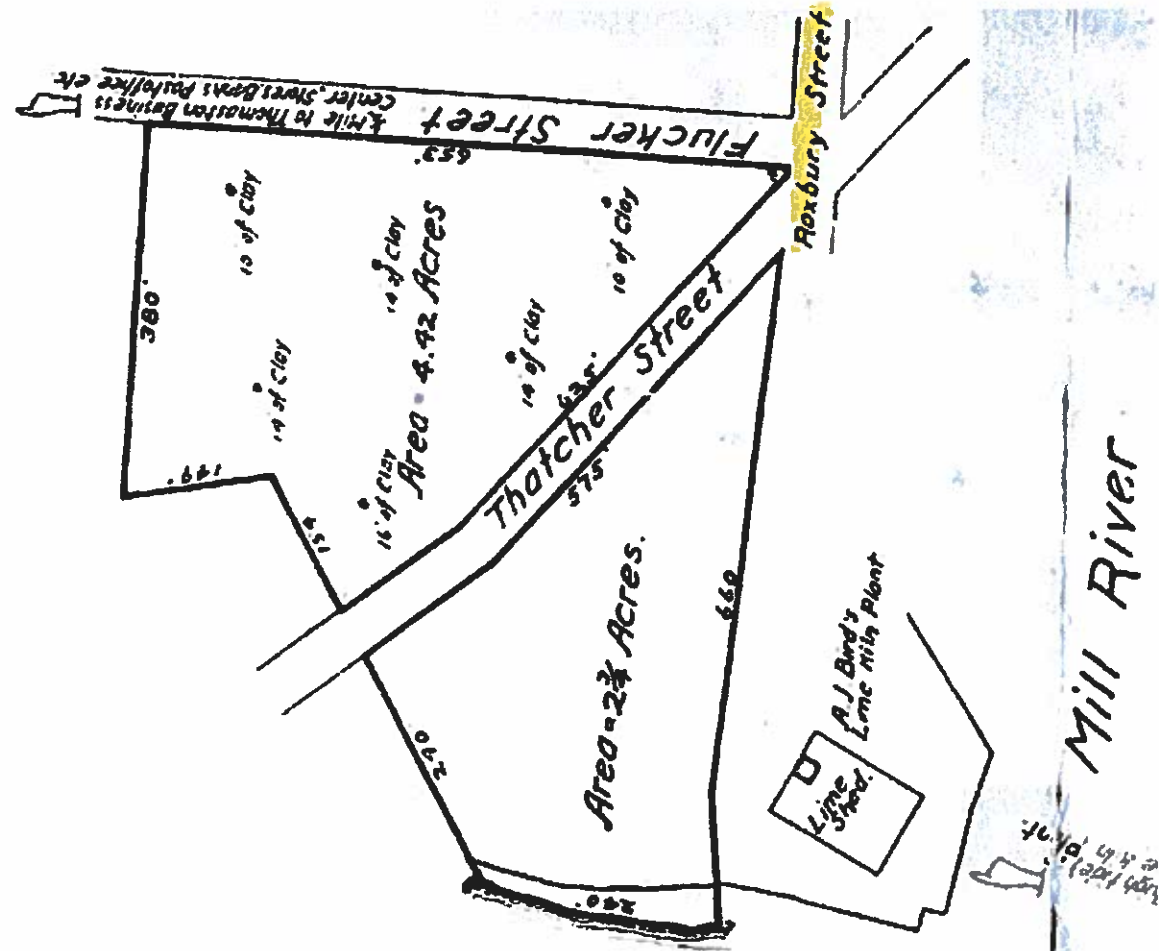
Respectfully submitted,





THOMASTON

KENTUCKY



Plan of Property
 of the
Thomaston Brick Company
 Thomaston, Maine
 October, 1914

Drawn by
 D. H. Trapp C. E.
 Portland, Maine

Kara George

From: bill@tidalworksthomaston.com
Sent: Friday, October 16, 2020 5:32 PM
To: Andrew Josephs; Charles Grover; Christopher Hirsch; Jim Cuthbertson; Neal Guyer
Cc: Kara George
Subject: FW: Thomaston Proposal
Attachments: SHS application page 6.pdf; Untitled attachment 00017.html; SHS application page 7.pdf; Untitled attachment 00020.html; Girtman Draft Lease 101620.doc

All,

We have been contacted by Raymond Girtman who is interested in the old TO space. I have spoken with him and he indicated willingness to take space as is. Electrical is separated at this point, so expenses reduced a bit. We did offer the 25% incentive, but as budget is blown with commitments made to date, I am a happy camper...of course that could change.

If I hear back from Raymond, I'll call a quick meeting to discuss.

Update: Space 1 is nearly vacated; Mrs. Hoppe should be able to start occupying next week. Space 4 is about 70% complete; went thru some angst with loss of the BOLDUC crew, (and \$). Good news is that Rene found a contractor to finish it up, so should be close by end of next week.

Getting close...
Haveaweekend...

From: Andrew Josephs <ajj108@yahoo.com>
Sent: Thursday, October 15, 2020 11:42 AM
To: bill@tidalworksthomaston.com
Subject: Fwd: Thomaston Proposal

These are the folks who are interested in leasing Space 2, ASAP.

Andrew

From: rayzach girtman <girtsresell@gmail.com>
Date: October 15, 2020 at 10:29:04 AM EDT
To: ajj108@yahoo.com
Subject: Thomaston Proposal

To The Board and Selectman,

My Name is Raymond Girtman Sr. and I am the sole owner, and founder of Girtsresell. I am proposing to bring my retail business to your storefront up for lease in downtown, at the previous location of the Thomaston Town Office. I have established a successful online store of products. My products consist of Sports Cards, Gaming Cards, Memorabilia, and Supplies. I have 3 vendors that have accepted my application to purchase products from. My goal upon the beginning of this venture has been to open a storefront by christmas time this year.

Since opening in May, I have been able to bring in anywhere between \$3,000.00 and \$8,000.00 a month. I am projecting to be able to increase those numbers by 10% to 15% in the first few months of opening a storefront.

As a sports enthusiast nearly my entire life, and a person who has dedicated over a decade of prior years to careers that have focused on the progression of our youth, I feel that bringing back a favorite past time of shared enjoyment, through a family orientated business, could become a staple in the community. Thank you for your time and consideration.

Raymond Girtman Sr.
Girtsresell@gmail.com
603-393-7297

REAL ESTATE LEASE

DRAFT

This Lease Agreement (this "Lease") is made effective as of _____, 2020, by and between the town of Thomaston ("Landlord"), and _____ ("Tenant"). The parties agree as follows:

TENANT. The tenant is individually responsible for the terms of this lease.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant approximately One Thousand One Hundred Eighty (1,180) square feet (the "Premises") being the store front located at 166 Main Street.

TERM. The lease term will begin on _____, 2020 and will terminate on _____, 2021.

LEASE AMOUNT. The agreed upon lease rate for the space is Nine Hundred Eighty Dollars (\$ 980.00) per month due on the first day of each month for the upcoming month, subject to the Business Assistance in the next paragraph. Lease payments shall be made to the Landlord at the Municipal Building, 13 Valley Street, Thomaston, Maine 04861.

BUSINESS ASSISTANCE. As an incentive for leasing of the premises, and to support the development of new business in the downtown area, Landlord agrees to reduce rent for the first twelve months of the lease period 25%. This assistance is provided based on agreement between the parties that:

1. Business shall be established based on the business plan provided by Tenant and made a part of this lease.
2. In the event that Tenant gives notice of termination of this agreement within the first twelve month period, rental amounts forgiven will be immediately due and payable to Landlord.
3. Rent for the initial twelve month period will be Seven Hundred Thirty Five Dollars (\$ 735.00) per month.

RENEWAL The Lease may be renewed by mutual consent. Tenant shall provide written notice of desire to renew sixty days prior to lease expiration.

POSSESSION. Tenant shall be entitled to possession of the space for purposes of renovations and fit up as of the mutual signing of this Lease agreement and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises for retail sales and art instruction in accordance with all local, state and federal and/or other agency regulations. The Premises may not be used for any other purpose without the prior written consent of Landlord. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than fourteen days prior to the first day of the extended absence.

MODIFICATIONS OF SPACE. Tenant may, at Tenant's expense, modify and/or redecorate the premises to meet the needs of the Tenant. All tenant renovations

will require approval from the Landlord, which approval shall not be unreasonably withheld.

Any exterior signs, awnings or other modifications requires written approval from the Landlord, which shall not be unreasonably withheld. All modifications to premises and signage shall be in accordance with all local, state, and federal regulations; it shall be the responsibility of the tenant to obtain such approvals as are necessary.

MAINTENANCE. Tenant shall have the responsibility to maintain the interior of the Premises in good repair at all times. Landlord to be responsible for maintaining exterior walls, roofs, electrical wiring, and heating system and plumbing serving the space except where these elements are modified by Tenant. Snow plowing of parking spaces will be completed by Landlord as part of downtown plowing; tenant will be responsible for clearing snow on sidewalk in front of leased space and back entry.

UTILITIES. Landlord to be responsible for heat, water, and sewer. Tenant shall be responsible for electricity, and any other utility needs.

PROPERTY TAXES. As the building is Town owned, Real Estate Taxes are not applied. Tenant will pay all sales, use and personal property taxes assessed.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the following:

All coverage to be written on the "special" perils forms
Deductible shall be no more than \$1,000.00
Coverage shall be for full estimated replacement cost

Tenant shall carry legal liability coverage (form CP 00 40) for direct physical loss to the real property in their care, custody and control. The limit of insurance shall be \$500,000 and shall represent the estimated replacement cost of the premises occupied by the tenant.

Tenant shall carry business interruption coverage in an amount sufficient to cover at least 6 months of interruption.

Landlord shall be named as Additional Insured. Tenant to deliver evidence of coverage to Landlord prior to the start of the term of this lease.

LIABILITY INSURANCE. Tenant shall maintain Commercial General Liability insurance with the following limits:

Combined Single Limits each occurrence: \$1,000,000
Aggregate: \$2,000,000*

* Includes products coverage and liquor liability

Landlord shall be named as "Additional Insured" on both the above policies. Tenant to deliver evidence of coverage to Landlord prior to the start of the term of this lease.

WORKERS COMPENSATION. Tenant shall maintain in effect for the full duration of this lease Workers Compensation Insurance in keeping with the laws of the State of Maine.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use of the Premises.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 day(s), or any other obligation within 10 day(s) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

SURVIVAL OF LEASE. This agreement shall survive a transfer of ownership of the property during the period of this agreement. The tenant shall be given first right of refusal for continuing by subsequent owner.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Town of Thomaston
Municipal Building
13 Valley Street
Thomaston, Maine 04861
c/o Kara George, Town Manager

TENANT:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the state of Maine.

LANDLORD:

Town of Thomaston

Date

TENANTS:

Raymond Girtman

Date