

**SELECT BOARD MEETING
MONDAY, NOVEMBER 23, 2020
REGULAR MEETING: 6:00 P.M.**

ZOOM ONLY

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

TRUST FUND WORKSHOP POSTPONED

SELECT BOARD REGULAR MEETING AT 6 P.M.

- 1. CALL THE MEETING TO ORDER**
- 2. PUBLIC HEARINGS:** Review the application of Doug's Seafood, Inc. for the consideration of an on-premises license to sell Malt Liquor and Wine at the property located at 444 Main Street as required by Section 653 Title 28-A of the Maine Revised Statutes.
- 3. APPROVE THE MINUTES OF:** August 10, 2020 and November 9, 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 low bid of \$119,368.88 from Fire Tech & Safety of New England, Inc. for the purchase of twenty (20) airpaks to be funded through the Dragon TIF as approved by voters at the September 15, 2020 Town meeting election.**
 - B. Consider authorizing the Town Manager to sign the amended Crematorium Lease Agreement with Midcoast Crematory, Inc.**

- C. Discuss the public notice of violation received by Dragon Products.
- D. Confirm the Town Manager annual appointments of Public Works Director Brandon Allen and Patrol Officers Jarrod Leonardi and Noah Stevens. (Employees were omitted when completing annual reappointments.)
- E. Accept with regret the resignations of Jon Eaton, Ben Griffin, Diana Beach, Tiyana Wolf-Whitehead and Jessica Shepard from the Comprehensive Plan Committee.
- F. Accept with regret the resignation of Mark Higgins as alternate School Board member for RSU #13.
- G. Update on the Kiln Parcel at the foot of Wadsworth Street Bridge per Select Board member Sandy Moore.
- H. Review for approval and signature the updated By-Laws for the Watts Block Trustees.

11. ADJOURN

Upcoming Dates:

Thurs., & Fri., November 26-27th

Offices Closed in observance of Thanksgiving

Monday, December 7th at 6 p.m.

Select Board Meeting

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

444 Main Street, Thomaston, ME 04861

6. Is the licensee/applicant(s) citizens of the United States? Yes No
7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

- Yes No
- Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Cassandra Clough	10/17/90	Rockport, ME
Douglas Anderson Jr	12/16/48	Rockport, ME

Residence address on all the above for previous 5 years

Name Cassandra Clough	Address: 11 Snowbird Lane, Port Clyde, ME 04855
Name Douglas Anderson Jr	Address: 24400 S Tamiami Tr, Bonita Springs, FL 34134
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Small seafood restaurant. Seven tables inside the building (30 seat capacity) for dine-in eating. In weather-permitting months, six outdoor picnic tables that would be roped off.

20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Oceanside Middle School

Distance: 0.8 miles (according to Google maps)

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 11/10/20

Cassandra Clough
Signature of Duly Authorized Person

Douglas Anderson Jr.
Signature of Duly Authorized Person

Cassandra Clough
Printed Name Duly Authorized Person

Douglas Anderson Jr
Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

This Application will Expire 60 Days from the date of Municipal or County Approval unless submitted to the Bureau

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its [Retail Beverage Alcohol Dealers](https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers) permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

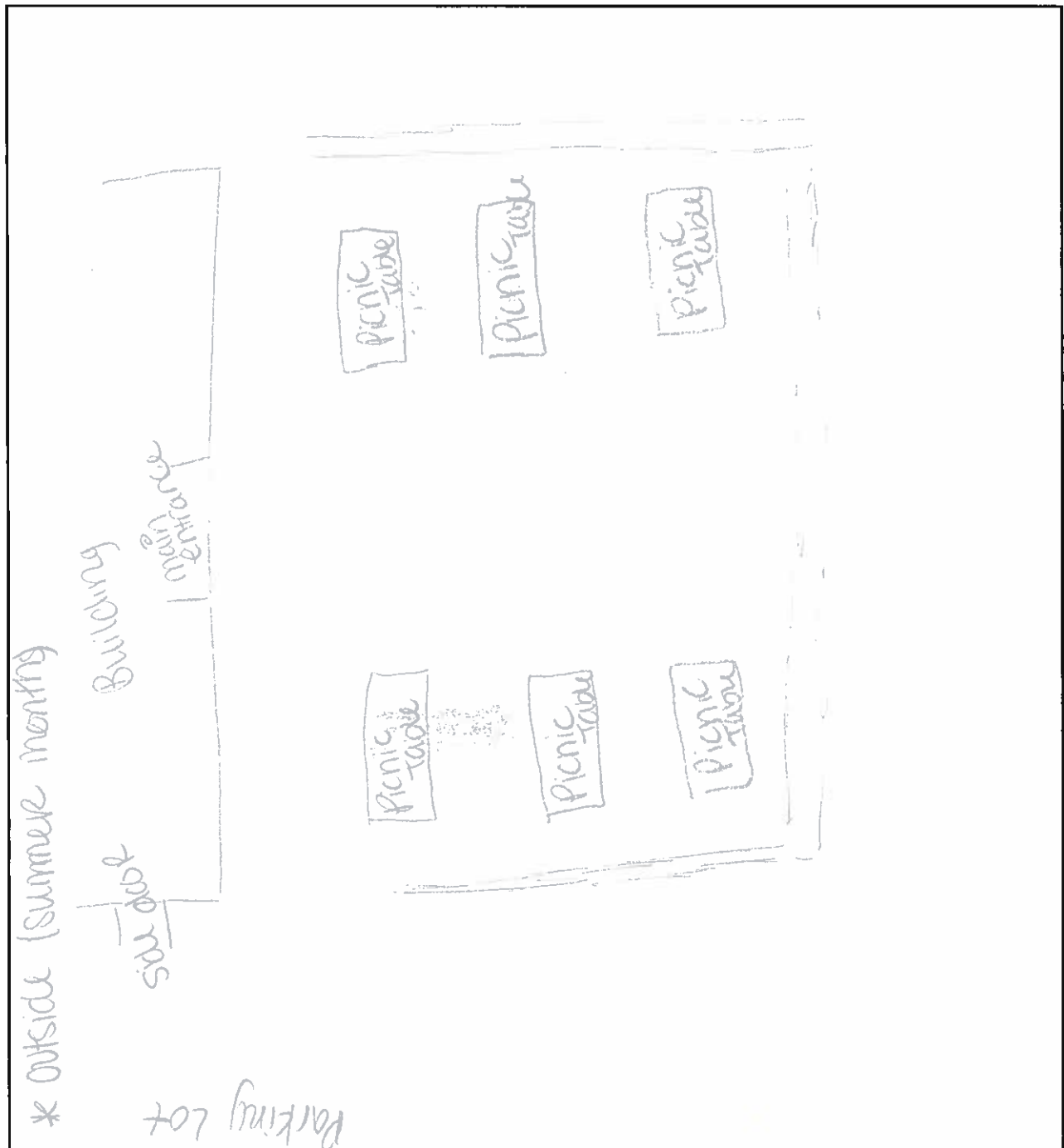
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Doug's Seafood, Inc.
2. Doing Business As, if any: Doug's Seafood
3. Date of filing with Secretary of State: 12/04/2019 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Douglas Anderson Jr	2440 S Tamiami Trail Bonita Springs, FL 34134	12/16/48	President	50
Rhonda Anderson	2440 S Tamiami Trail Bonita Springs, FL 34134	04/28/50	Vice President	50

(Ownership in non-publicly traded companies must add up to 100%.)



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 CUSTOM... QUALITY...
 300 PARK STREET
 SOUTH PARIS, ME 04281
 PHONE: 207-739-2400
 FAX: 207-739-2223
 www.kbsbuildersinc.com

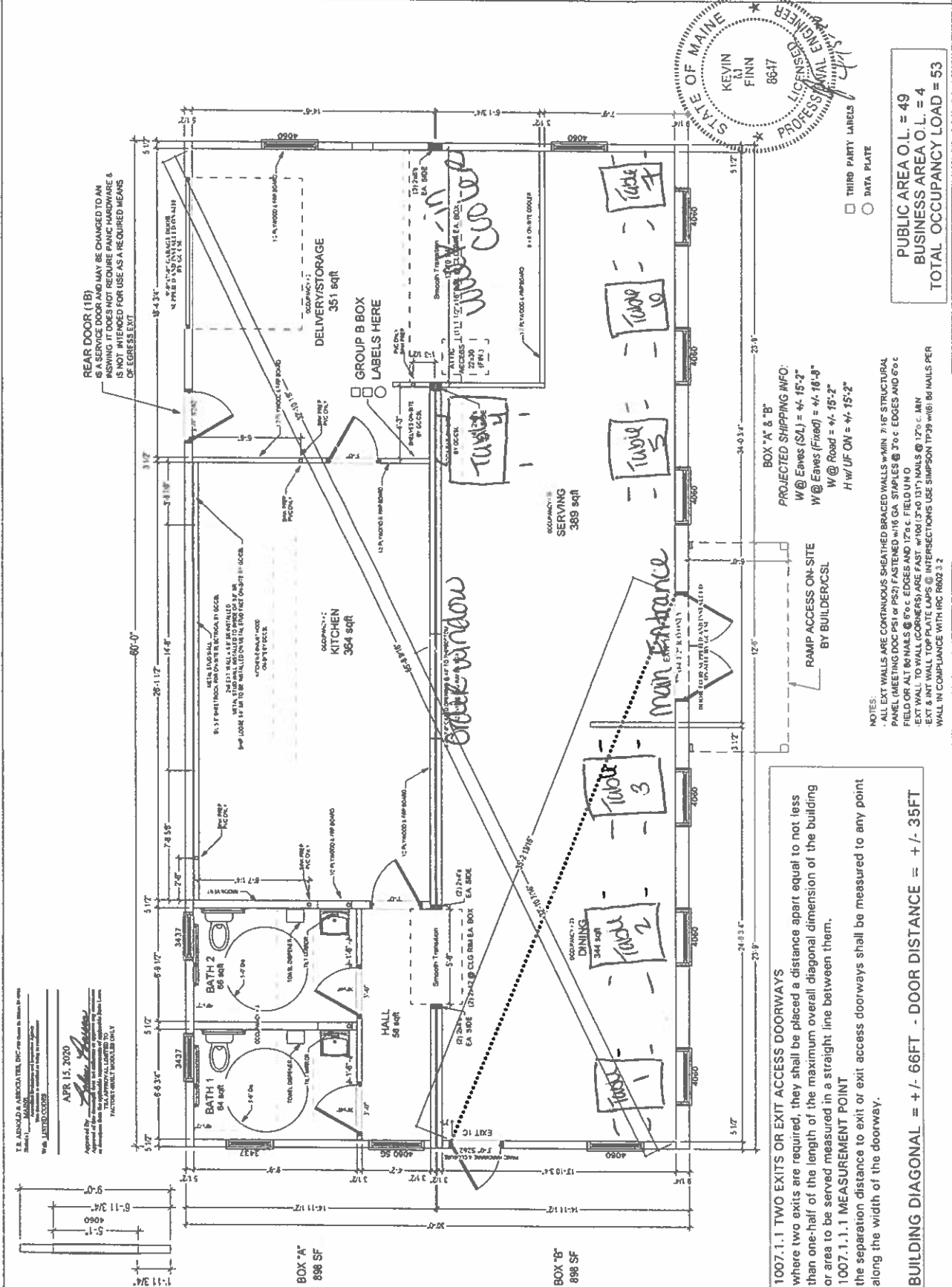
Rockport Homes
 99 Camden Street No. 5
 Rockland, ME 04841

Doug's Seafood
 444 Main Street
 Thomaston, ME 04861

Ranch
 60# GSI / 117 MPH Vailt WIND
 PARADIGM WINDOWS
 9'-0" CLG HGT

REV#	DATE	DESCRIPTION

FILE NAME: Q-19-0115-GVH
 SERIAL #: KBS-3316
 DATE: 3/18/2020
 DWN BY: SLP/RNS/RLT
 1ST FLOOR PLAN
 P3
 SCALE: 3/16" = 1'-0"



APR 15, 2020
 Approved By: [Signature]
 Title: [Title]
 For: [Project Name]

TOWN OF THOMASTON
SELECT BOARD MINUTES
AUGUST 10, 2020

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

PUBLIC PRESENT: Charlie Grover, Joanne Richards, John Fancy, Chris Farthing, Jane Farthing, Brandon Allen, Tim Hoppe, Susan Devlin, Bob Snow, Christine Simmonds.

PUBLIC HEARINGS:

Review the Special Amusement Permit Application from Station 118 for a Class I Permit for live performances of music, limited to no more than three (3) live musicians or singers performing at a time within the restaurant structure with no dancing or floor show entertainment.

ACTION: Motion made by Sandy Moore to go into the Public Hearing at 6:01 pm. Seconded by Diane Giese. VOTE: 5-0

ACTION: Motion made by Bill Hahn to exit the Public Hearing at 6:05 pm. Seconded by Diane Giese. VOTE: 5-0

ACTION: Motion made by Bill Hahn and seconded by Diane Giese to approve the Special Amusement Permit Application from Station 118 for a Class I Permit. VOTE: 5-0

REGULAR MEETING:

ACTION: Motion made by Sandy Moore to enter the Breen Motion to take the agenda out of order. Seconded by Zel Bowman-Laberge. VOTE: 5-0

C. Discuss the drainage problem at the Thomaston Dog Park as requested by Jane Farthing.

The Dog Park Association has already spent \$2,200 on repairs to the drainage. The Dog Park Association will raise money to pay for additional work to be done. Public Works will do the work. Public Works Director Brandon Allen has looked at the property to estimate what is needed for repair. Repairs should only take a day or two. A catch basin with a 15-foot pipe would solve the flooding when it rains.

ACTION: Motion made by Bill Hahn to have Public Works do the repairs. Seconded by Diane Giese. VOTE: 4-0-1. (Pete Lammert abstained.)

A. Consider for approval the expenditure of \$10,290.36 from the Assigned Sidewalk Replacement Account to complete the Business Block Project as requested by Pollution Control Superintendent John Fancy.

Diane Giese stated that the crosswalk light should be top priority and safe access to crosswalks on Main Street. Two lights would cost approximately \$15,000. John Fancy spoke with Maine Department of Transportation (MDOT.) MDOT may have lights that we can acquire thru grant money. Bob Snow noted concern about the sidewalk overage.

ACTION: Motion made by Sandy Moore, seconded by Zel Bowman-Laberge to approve the expenditure of \$10,290.36 to complete the Business Block Project. VOTE: 5-0.

D. Consider instituting a separate stump dump sticker for Thomaston residents as requested by Owls Head South Thomaston and Thomaston Transfer Station Manager Reggie Vose.

There currently is a problem with non-residents using the Transfer Station. PWD Brandon Allen stated the stump dump is used on an honor system. Owls Head and South Thomaston are using separate stickers at their stump dumps. Leaves, compost, and brush is dropped at no charge in Thomaston. Demolition such as wood, couches, chair, and construction waste are charged by the load. Brush disposal is by the yard. Brandon will check on a new fee schedule for the stump dump for couches, mattresses, etc. Hauling prices are increasing to \$75 a ton. Peter Lammert suggested the other towns can deal with their own situations. The Thomaston stump dump will no longer accept the Transfer Station stickers and users must provide the proper proof of eligibility to use the stump dump.

ACTION: Motion made by Bill Hahn to not use stickers for the stump dump. Seconded by Sandy Moore. VOTE: 5-0.

E. Review for approval the Keep Maine Healthy contract for Andrew Josephs. (Part of the COVID 19 Awareness Grant the Town received.)

ACTION: Motion made by Bill Hahn to accept the Keep Maine Healthy contract. Seconded by Zel Bowman-Laberge. VOTE: 5-0.

F. Accept with regret the resignation of Jeff Creighton from the Planning Board.

ACTION: Motion made by Sandy Moore to accept the resignation of Jeff Creighton from the Planning Board. Seconded by Zel Bowman-Laberge. VOTE: 5-0.

G. Consider for approval the recommendation of the Solar Array Project as presented by the Standing Municipal Facilities Commission (SMFC).

ACTION: Motion made by Diane Giese the recommendation from the SMFC for the Solar Array Project. Seconded by Bill Hahn. VOTE: 4-0-1. (Zel Bowman-Laberge abstained.)

H. Appoint Sandy Moore to the Conservation Committee.

ACTION: Motion made by Bill Hahn to appoint Sandy Moore to the Conservation Committee. Seconded by Peter Lammert. VOTE: 4-0-1. (Sandy Moore abstained.)

I. Review for acceptance the following Board & Committee changes determined from the 8/6/20 Select Board Workshop.

1. Dissolve the Trust Fund Committee & restructure investments to be reviewed on a regular basis by the Select Board, Town Manager, and Finance Director.

ACTION: Motion by Diane Giese, seconded by Bill Hahn. VOTE: 5-0

2. Dissolve the Redevelopment Committee as the Economic Development Committee reviews development projects in Thomaston.

ACTION: Motion made by Bill Hahn, seconded by Diane Giese. VOTE: 5-0

3. Change the Comprehensive Plan Committee to an Ad-Hoc Committee that will meet when deemed necessary.

**ACTION: Motion made by Diane Giese, seconded by Sandy Moore.
VOTE: 5-0**

4. Change the SMFC to an Ad-Hoc Committee that will meet when requested to review a specific Project and given directive with specific objectives by the Select Board and request the Town Manager to revise the SMFC Policy for review.

**ACTION: Motion made by Diane Giese, seconded by Sandy Moore.
VOTE: 4-0- 1. (Zel Bowman-Laberge abstained.)**

4. Approve the Warrants:

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

8. OLD BUSINESS:

Police Chief Hoppe has been looking into Radar Speed signs. The signs are solar powered and can be mounted to a galvanized pole. The following streets would benefit from having the radar speed signs: Beechwood, Thatcher, Knox, Green, and Water Street. Grant money may be available to purchase more. Zel Bowman-Laberge suggested the Town contact MDOT for grant money to purchase signs.

Motion to adjourn at 7:30 pm.

Chair Peter Lammert

Recording Secretary Donna Culbertson

**TOWN OF THOMASTON
November 9, 2020
Select Board Minutes**

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

Public Present: David Martucci and Poverty Abatement Requester for #20-2

The Select Board meeting was called to order at 4:35 p.m. via Zoom.

Executive Session:

ACTION: A motion was made and seconded to enter executive session at 4:35 p.m. pursuant to Title 1, MRSA Section 405 (6) (C), to review poverty abatement request #20-2. **VOTE: 5-0**

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to exit executive session at 4:48 p.m. **VOTE: 5-0**

ACTION: Diane Giese made a motion, seconded by Zel Bowman-Laberge to postpone determination poverty abatement request #20-2 until the Select Board receives more information. **VOTE: 5-0**

Comprehensive Plan Committee & Select Board Joint Workshop at 5 p.m.

Public Present: Jeanne Short, Jon Eaton, John Fancy, Daryl Hahn, Ben Griffin, Sue Howard, Peggy McCrea, Peter McCrea, Terry McDevitt and Andrew Josephs

The Comprehensive Plan Committee gave a brief overview of the newest Comprehensive Plan. Members discussed the continued involvement of the Committee with implementing the Comprehensive Plan. The Committee is also meeting with the Planning Board to offer Comprehensive Plan support.

Peggy McCrea recommended that the next Comprehensive Plan is drafted after the completion of the U.S. Census for data purposes.

Discussion continued regarding various proposed projects in the Comprehensive Plan. The Comprehensive Plan Committee requested an additional follow-up meeting in the future.

Regular Select Board Meeting at 6 p.m.

Public Present: John Fancy, Cindy Lang, Sue Howard, Christine Simmonds

ACTION: Bill Hahn made the Breen motion, seconded by Diane Giese to take the agenda out of order. **VOTE: 5-0**

5. Agenda Adjustment to discuss hiring an abatement company to remove asbestos in the boiler room of the Thomaston Municipal Building.

Town Manager Kara George presented four (4) proposals from abatement companies to remove asbestos from the boiler room:

Lakeside Concrete Cutting & Abatement Professionals- Westbrook, ME (with Public Works doing the removal of everything except the asbestos)	\$6,925
Octagon Cleaning & Restoration- Windham, ME	\$8,900
Acadia Contractors, LLC Turner, ME	\$16,750
Atlantic Environmental Contractors, LLC- Lewiston, ME	\$12,800

Kara George stated that her and Rene Dorr talked to Darryl Townsend from Rockcoast Plumbing and Heating. Darryl Townsend needs to know whether the asbestos will be removed or not to determine which direction to go installing the new piping for the boilers. When asked about price, Darryl said the install would cost the same for the boilers whether we keep the asbestos or remove it.

ACTION: Bill Hahn made a motion, seconded by Diane Giese to install the 1st boiler, remove the asbestos, and install the 2nd boiler within one month. The Town Manager is to evaluate abatement company proposals and move forward with the install of the boilers and removal of asbestos. VOTE: 5-0

9C. Set a date for a traffic workshop, as discussed at the last Select Board Meeting.

ACTION: Diane Giese made a motion, seconded by Bill Hahn to schedule the traffic workshop for Monday, December 14th at 5 p.m. VOTE: 5-0

9B. Discuss how Select Board meetings are to be held going forward and conduct of public participation.

ACTION: Diane Giese made a motion, seconded by Bill Hahn to limit public participation to a 3-minute conversation rule and to continue to hold Select Board meetings via Zoom. Zoom meetings will continue to be reassessed at each future meeting. VOTE: 5-0

10A. Discuss creating a Thomaston Green Task Force per the request of Select Board Member Zel Bowman-Laberge.

Town Manager Kara George presented an outline of future steps for the Thomaston Green: 1) Inspection and Appraisal 2) Create a directive 3) Appoint members to the Task Force 4) Recommendations to the Select Board for voter approval.

Resident Susan Howard inquired if the Task Force would be determining the future of the Thomaston Green. Resident Sumner Kinney stated that the voters approved developing the Green years ago when the Town obtained the property from the Prison.

ACTION: Zel Bowman-Laberge made a motion, seconded by Diane Giese to have Zel Bowman-Laberge and the Town Manager put together a directive for the Thomaston Green Task Force. VOTE: 5-0

10B. Consider appointing J.T. O'Hare as EMA Director and Amy Drinkwater as Alternate EMA Director.

ACTION: Bill Hahn made a motion, seconded by Diane Giese to appoint J.T. O'Hare as EMA Director and Amy Drinkwater as Alternate EMA Director. VOTE: 5-0

9A. Consider the following reappointments to the Harbor Committee: John Snyder, Patti Spaulding, Robert Armstrong, and Nancy Armstrong (tabled on 9/28/2020).

ACTION: Bill Hahn made a motion, seconded by Diane Giese to approve all Harbor Committee appointments. VOTE: 5-0

3. Approve the Minutes of July 13, 2020

ACTION: Diane Giese made a motion, seconded by Sandy Moore to approve the July 13, 2020 minutes as amended. VOTE: 4-0-1 (Zel Bowman-Laberge abstained.)

4. Approve the warrants

ACTION: Zel Bowman-Laberge made a motion, seconded by Diane Giese to approve the warrants. VOTE: 5-0

7. Town Boards & Committees Updates

Zel Bowman-Laberge updated the Select Board on the OHSTT Transfer Station. The Board discussed the upcoming renovation and financing of the project. The next OHSTT Solid Waste Board meeting is November 19th at 6 p.m.

Sandy Moore updated the Select Board on the activities of the Conservation Commission. The Commission is starting a Garden Club Sub-Committee with about 7-8 interested members. The Commission is also assisting the Harbor Committee with future plans of the Kiln Parcel on Wadsworth Street. Other plans include expansion of the Town Forest Trails.

The meeting adjourned at 7:26 p.m.

Chair Peter Lammert

Town Manager Kara George

FIRE TECH & SAFETY OF NEW ENGLAND, INC.

PO Box 435

84A Route 133

Winthrop, ME 04364-0435

1-800-331-7900 Fax (207) 377-6260

Quote

Date	Quote #
11/15/2020	190704



Name / Address
THOMASTON FIRE DEPT-ME 6 KNOX STREET P.O. BOX 299 THOMASTON, ME 04861

Rep
JB

Item	Qty	Description	Unit Price	Total
X8814021005304	20	SCOTT 2018 X3 PRO 4.5 CGA	4,932.90	98,658.00
201215-22	20	SCOTT AV3000 HT 4 STRAP, MEDIUM	243.60	4,872.00
201582-11	4	SCOTT SIGHT FULL KIT, MEDIUM, 4 STRAP	1,257.59	5,030.36
804723-01	2	SCOTT-CARBON CYL.& VALVE 4500 60 MIN CGA	1,097.42	2,194.84
200266-04	2	SCOTT PAK-TRACKER	1,218.26	2,436.52
200433-02	2	SCOTT PAK TRACKER TRUCK MOUNT CHARGER	447.04	894.08
200954-12	2	SCOTT RIT III COMPLETE KIT, RECTUS, 4.5 CGA	2,641.54	5,283.08
COSTSHIP	1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
FLOW TEST	20	SERVICES FOR FREE (FIRST FLOW TEST & MASK FIT TEST) NFPA/NIOSH Scott Safety SCBA Functional Test to include: Advanced Visual Inspection, High Pressure Leak Test, Functional Breathing Test, Alarm Activation Test, Gauge Accuracy Test, Regulator Inspection and Cleaning (if required) . \$50.00 X 20 = \$1000.00 (FIRST FLOW TEST FREE)	0.00	0.00
FIT TEST	15	FIT TEST \$35.00 X 15 SCBA MEMBERS = \$525.00 (FIRST SCBA MASK FIT TEST FREE)	0.00	0.00
PRICING GOOD THUR 12/31/2020				
Total				\$119,368.88

BID PROPOSAL FORM

BID FOR FURNISHING 20 SCOTT SCBA AIR-PAKS

To Town of Thomaston,

C/O Kara George, Town Manager
Thomaston Municipal Building
13 Valley Street
Thomaston, ME 04861

DATE: 11/15/2020 BIDDER'S NAME: FIRE TECH & SAFETY

In compliance with your Notice to Bidders, Invitation to Bid, and Instructions to Bidders, the undersigned proposes and agrees as follows:

1. CONTRACT PRICE

The total contract price shall include everything required as part of this bid document to fulfill the conditions of the contract within the stated time, including, but not limited to, the following: all labor, equipment, materials, insurances, manuals, training and delivery for the apparatus contemplated in the Bid Specifications. The bidder shall state the total contract price in both figures and words in the space provided below.

BID ITEM:

(20) X3 PRO SCBA CGA (20) AV 3000 HT MASK 4 STRAPS, (4) SIGHT MASK 4 STRAPS, (2) RIT III PAKS, (2) 60 MIN CGA BOTTLES, (2) PAK TRACKERS & (2) PAK TRACKER CHARGERS.

TOTAL BID PRICE: \$ 119,368.88

TOTAL BID IN WORDS: One Hundred Nineteen Thousand Three Hundred Sixty Eight & Eighty Eight Cents DOLLARS

Amounts are to be both words and figures. In case of discrepancy, the written word shown shall apply.

2. REFERENCES

Please provide a minimum of 3 (three) references

A. **Name:** ROCKLAND FIRE / EMS
 Address: 118 PARK ST.
 ROCKLAND, ME 04841

 Phone: 207-594-0318
 Email: CWHYTOCK@ROCKLANDMAINE.GOV

B. **Name:** ROCKPORT FIRE DEPT
 Address: PO BOX 142
 ROCKPORT, ME 04856

 Phone: 207-236-4437
 Email: FIRECHIEF@TOWN.ROCKPORT.ME.US

C. **Name:** CAMDEN FIRE DEPT
 Address: 31 WASHINGTON ST.
 CAMDEN, MAINE 04843

 Phone: 207-236-7950
 Email: CFARLEY@CAMDENMAINE.GOV

3. ESTIMATED DATE OF DELIVERY

The equipment outlined in the Specifications shall be delivered to the Town as soon as possible following the Notice of Award, but in no event later than 120 days from the date of the Notice of Award. The bidder shall state the estimated delivery time in the space provided below. The Fire Chief shall be notified at (207) 354-6345 at least forty-eight (48) hours in advance of the delivery date and time.

ESTIMATED DATE FOR DELIVERY: 120 + _____ Days

4. WARRANTIES

The bidder must attach a copy of all warranties for this bid. Please state the length of warranty: LIFETIME AS LONG AS YOU OWN THEM (SEE WARRANTY PROVIDED)

5. BIDDER INFORMATION

Please complete the following. Attach additional sheets, as necessary.

Our Company is:

Self Contained Breathing Apparatus Bid

Self Contained Breathing Apparatus (SCBA)		Compliance	
Number	Specification	YES	NO
1.	Self Contained Breathing Apparatus proposed by the bidder shall be for twenty (20) Scott brand X3 Pro, 4500 CGS, 2018 Edition. SCBA shall be NFPA and NIOSH compliant.	X	
2.	Face pieces proposed by the bidder shall be for twenty (20) Scott brand AV 3000 HT with 4 Straps. Sizing to be determined in consultation with the successful bidder.	X	
3.	Face pieces with attached Thermal Imager proposed by the bidder shall be for four (4) Scott brand Sight Masks Full Kit with 4 Straps. Sizing to be determined in consultation with the successful bidder.	X	
4.	The successful bidder shall provide Quantitative Fit Testing for all TFD personnel at no additional charge prior to placing the order.	X	
5.	The Scott brand SCBA shall have a lifetime parts and labor warranty.	X*	

RIT Pack		Compliance	
Number	Specification	YES	NO
6.	RIT Packs proposed by the bidder shall be for two (2) Scott brand RIT Pak III 4500 CGS, complete kits	X	
7.	RIT Pack Cylinders proposed by the bidder shall be for two (2) Scott brand 60 minute, 4500 PSI, carbon fiber cylinder and CGS valve.	X	

Pak Tracker		Compliance	
Number	Specification	YES	NO
8.	All SCBA proposed by the bidder in Specification #1 shall be equipped with Scott brand Pak Tracker option.	X	
9.	Pak Tracker proposed by the bidder shall be for two (2) Scott brand handheld Pak Tracker devices and two (2) Scott brand Pak Tracker truck mount chargers. All batteries and programming shall be included.	X	

Delivery		Compliance	
Number	Specification	YES	NO
10.	The successful bidder shall deliver the above-specified equipment as soon as possible but in no case later than 90 days after notice of bid award.		X

Training		Compliance	
Number	Specification	YES	NO
11.	The successful bidder shall conduct onsite training for all TFD personnel within 14 days of delivery. Training shall cover all equipment specified and to the satisfaction of the Thomaston Fire Chief. This shall include instruction on Scott recommended regulator and face piece disinfection against virus transmission.	X	

Flow Testing		Compliance	
Number	Specification	YES	NO
12.	If the flow test of the specified SCBA and or RIT Pak expires less than 1 year after delivery, the successful bidder shall conduct the flow tests prior to its expiration. The flow test and any repairs shall be at no charge, if damage is not due to purchaser neglect or mistreatment.	X	

Service, Repairs, Testing		Compliance	
Number	Specification	YES	NO
13.	The successful bidder shall demonstrate their ability to provide all testing, service and repairs for the above-specified equipment in a timely manner following a request for service. The ability to provide on-site testing, repairs and service is necessary.	X	

Exceptions to Specification – Use addition paper if necessary	
Number	Exception Explanation
5	WARRANTY DOES NOT COVER LEAKING BATTERIES, DAMAGE CAUSED BATTERY ACID ECT. (SEE WARRANTY PROVIDED)
10	120 PLUS DAYS PER 3M SCOTT SAFETY



3M SCOTT
Fire & Safety

NFPA 1981/1982, 2018 COMPLIANT AIR-PAK™ SCBA LIMITED WARRANTY

3M™ Scott™ Fire & Safety (3M SCOTT) warrants NFPA 1981/1982, 2018 compliant Air-Pak SCBA, including facepiece and cylinder (THE PRODUCTS) to be free from defects in workmanship and materials for as long as THE PRODUCTS are owned by the original end-user purchaser. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, except voice communication devices and accessories, in-mask thermal imaging devices, integrated self-rescue belts, consumable supplies, and carrying cases.

3M SCOTT warrants all voice communication devices and in-mask thermal imaging devices to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by 3M SCOTT.

3M SCOTT warrants all integrated self-rescue belts, paddle PTT accessories, ring PTT accessories, throat mic accessories, command communication headset accessories, programmer modules, consumable supplies, and carrying cases to be free from defects in workmanship and materials for a period of one (1) year from the date of original manufacture by 3M SCOTT.

3M SCOTT's obligation under this warranty is limited to replacing or repairing (at 3M SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of 3M SCOTT or, when directed by 3M SCOTT, authorized 3M SCOTT service providers are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by 3M SCOTT product manuals or by written authorization from 3M SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of 3M SCOTT, the purchaser must return such products to 3M SCOTT, a 3M SCOTT authorized distributor or a 3M SCOTT authorized service center. Any product returned to 3M SCOTT shall be sent to "3M SCOTT FIRE & SAFETY" (Attn: Warranty Claim Dept.), 4320 Goldmine Road, Monroe, NC 28110.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, 3M SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF 3M SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL END-USER PURCHASER AND IS NON-TRANSFERABLE.

LEASE

1. Parties.

This indenture of lease is dated _____, 2020. It is made by and between the **Town of Thomaston**, a Maine municipal corporation, hereinafter called the **Landlord**, and **Mid-coast Crematory, Inc.**, a Maine nonprofit corporation, hereinafter called the **Tenant**.

2. Premises.

Upon the terms and conditions of this lease, the Landlord demises and leases to the Tenant, and the Tenant takes and leases from the Landlord, a parcel of land measuring 100 feet by 100 feet, off Anna Belle Lane in Thomaston, Maine, as shown on the plan entitled "Midcoast Crematory, Anna Belle Lane, Thomaston, Maine," dated May 29, 2020, a copy of which plan is attached hereto as Exhibit A, which will hereinafter be called the *premises*. The premises also include an easement for pedestrian and vehicular access over the Landlord's adjacent property, including the rights to build, install, pave, use, maintain, inspect, repair, improve, and replace a roadway, utility services, and related equipment. This easement shall be exercised over, upon, under, and through the approximately twenty-foot-wide corridor of the Landlord's property shown on Exhibit A as leading between Anna Belle Lane and the premises. This easement also includes the right to mark the location and purpose of said corridor with appropriate signs or other markers.

3. Term.

The initial term of this lease is for fifty years, commencing on the date hereof. Provided the Tenant is not in default hereunder, at the end of the initial term and at the end of each extended term hereof, this lease shall be extended for an additional periods of five years, unless either the Landlord or the Tenant gives written notice to the other at least one hundred eighty days before the end of the initial or extended term that this lease shall not be extended for an additional term. During any such extended period the terms and conditions hereof shall continue in full force and effect.

4. Use.

The Tenant shall use the premises for the purposes of a crematory and related uses. The Tenant's use of the premises shall at all times comply with all applicable governmental statutes, ordinances, and regulations, including, but not limited to, the Decision and Order of the Town of Thomaston Planning Board giving Conditional Use Approval for the Tenant's development and operation of a crematory on the premises.

5. Tenant Improvements.

5.1. Landlord's Consent. The Tenant may construct buildings, roads, parking areas, signs, and other improvements upon the premises as shown on said plan a copy of which is attached hereto as Exhibit A, and in accordance with and subject to the conditions and requirements of said Decision and Order of the Town of Thomaston Planning Board. The Tenant shall obtain and maintain payment and completion bonds satisfactory to the Landlord for all of such construction and improvements. The Tenant shall give the Landlord written notice of all contractors, subcontractors, and sup-

pliers of labor or materials to the premises and shall obtain and provide to the Landlord duly executed lien waivers from all such persons or entities upon each payment (in whole or in part) or progress payment made to any such person or entity.

5.2. Title to Improvements. All improvements that become affixed to the premises shall be deemed to be the property of the Landlord unless, prior to installation, the parties hereto agree in writing that the improvements are to remain the personal property of the Tenant. Any equipment which is not affixed to the premises remains the personal property of the Tenant and may, at the Tenant's option, be removed at the end of the term of this lease, provided that the Tenant repairs any damage caused thereby.

6. Rental.

6.1. Rent. The rent for the premises shall initially be \$6,000.00 per year, payable in equal monthly installments of \$500.00 each. Rent due for any fraction of a specified period shall be prorated on a per diem basis. The Tenant covenants and agrees during the term hereof to pay said rent in advance to the Landlord on the first day of each month during the term hereof.

6.2. CPI Adjustment. Five years from the commencement date, and every five years thereafter, the rent shall be increased by the same percentage of increase, if any, as shall have occurred between (a) the then-most recent value of the Consumer Price Index for All Urban Consumers, Northeast Region All Items [1982-84=100], as published by the Bureau of Labor Statistics, and (b) the value of the same index five years earlier. In the event that said index is no longer published, the Landlord may substitute a reasonably equivalent index. It is possible for the CPI to go down, which means the rental payment will go down.

6.3. Late Charge. If any amount of rent is not paid within five days after the Landlord gives written notice to the Tenant that such amount was not received on the date when due, then the Landlord may impose a late charge equal to six percent of the amount unpaid. In lieu of late charges, the Landlord may elect to cumulate any amounts unpaid by the Tenant, which incur interest at the rate of eighteen percent per annum on the unpaid balance.

7. Taxes.

The Tenant shall pay any and all real property taxes and assessments assessed against the premises. The Tenant shall pay any and all personal property taxes that may be imposed upon the Tenant's property located at the premises.

8. Utilities.

8.1. Utilities. The Tenant shall pay for all electricity, propane, telephone, and other utility services provided to the premises. The Town of Thomaston owns property adjacent to the leased premises where their highway garage is located. The Town hereby grants permission for the electrical company to place two or more poles on said property to allow electrical connection to the site.

8.2. Rubbish. The Tenant shall arrange for removal of the Tenant's trash and rubbish, at the Tenant's expense, from the premises.

9. Insurance.

The Tenant shall maintain throughout the term of this lease a policy or policies of insurance insuring the Landlord and the Tenant, as their interests may appear, against damage to or destruction or loss of the premises or any portion thereof. The Tenant will maintain the Tenant's own insurance against loss of or damage to the Tenant's property at the premises. The Tenant agrees to keep and save the Landlord harmless and indemnified against all claims arising from damage to or destruction of the Tenant's personal property occurring on or about the premises.

The Landlord shall not be liable for any loss, injury, death, or damage to persons or property sustained by the Tenant or by any person upon the premises, and the Tenant shall indemnify the Landlord against all claims, liability, loss, or damage on account thereof. The Tenant shall maintain throughout the term of this lease a public liability insurance policy naming the Landlord as an additional insured, in form and amount acceptable to the Landlord, and shall provide certificates or other proof of such insurance when requested by the Landlord.

The Tenant shall maintain a liability insurance policy in the amount of at least \$2,000,000.00 per occurrence.

10. Access by the Landlord.

After giving the Tenant notice at least twenty-four hours in advance, the Landlord may enter the premises at reasonable times to inspect the premises.

11. Maintenance and Repair.

The Tenant shall maintain the mechanical systems and entire structure of the building on the premises and the appurtenances surrounding the building, including the heating, ventilating, air-conditioning, plumbing, and electrical systems, and the parking areas, in a good and tenantable condition at all times during the term of this lease. The parking areas and travelways shall be kept reasonably free from snow and ice. The crematory retort shall be rebuilt and refurbished as required (estimated to be every seven years). The Tenant shall maintain any mechanical or electrical systems installed by the Tenant. The Tenant shall yield up the premises to the Landlord at the expiration or earlier termination of this lease in good order and repair, in the same condition in which they were originally constructed or subsequently remodeled, excepting only reasonable wear and tear and casualty loss.

12. Default.

The Tenant shall be in default upon the occurrence of any one or more of the following events:

- (1) The Tenant fails to pay the rent or other charges payable hereunder and such failure continues for a period of fifteen days after written notice thereof has been given by the Landlord;
- (2) The Tenant fails to perform or observe any of the other covenants, terms, provisions, or conditions on the Tenant's part to be performed or observed and such failure continues for a period

of thirty days after written notice thereof has been given by the Landlord, except that if such failure cannot be cured with the exercise of all due diligence within said period, then said period of thirty days shall be extended for such period as shall be required if the Tenant commences forthwith and prosecutes the curing of the same with all due diligence;

(3) A lien, attachment, or similar encumbrance is placed upon the premises in connection with labor, services, or materials supplied to or at the direction of the Tenant or with the Tenant's knowledge and consent, which lien, attachment, or other encumbrance is not discharged, dissolved, or otherwise terminated within 90 days, unless the Tenant provides surety satisfactory to the Landlord.

(4) The estate hereby created is taken upon execution or by other process of law;

(5) The Tenant is dissolved, ceases doing business, or is declared bankrupt or insolvent according to law;

(6) An assignment is made of the property of the Tenant for the benefit of creditors or a receiver, guardian, conservator, trustee in involuntary bankruptcy, or other similar officer is appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction, and such proceedings are not promptly dismissed; or

(7) A petition is filed for the reorganization of the Tenant under any provisions of bankruptcy law, and such proceeding is not dismissed within sixty days after it is begun, or the Tenant files a petition for such reorganization or for arrangements under any provisions of bankruptcy law providing a plan for a debtor to settle, satisfy, or extend the time for the payment of debts.

If the Tenant is in default, notwithstanding any license of any former default or waiver of the benefit hereof or consent thereto in a former instance, the Landlord lawfully may, immediately or at any time thereafter, without demand or notice, subject to any required process of law, enter into and upon the premises or any part thereof in the name of the whole, repossess the same as of the Landlord's former estate, expel the Tenant and those claiming through or under the Tenant, and remove the Tenant's or their effects, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant, and, upon entry as aforesaid, this lease shall terminate. The Tenant covenants and agrees, notwithstanding any entry or re-entry by the Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for such a sum as at the time of such termination represents the amount of the excess, if any, of (a) the then value of the total rent and other benefits which would have accrued to the Landlord under this lease for the remainder of the lease term if the provisions of this lease had been fully complied with by the Tenant over and above (b) the then cash rental value, in advance, of the premises for the balance of the term, in each case discounted to present value.

13. Eminent Domain.

If, after the execution of this lease and before the expiration of the term hereof, the entire premises shall be taken by right of eminent domain for any street or other public use, then this lease and the term hereof shall terminate as of the time that possession is required by the taking authority. In the event of such termination, the rent and other charges shall be apportioned and adjusted as of

the date of termination, and any rent or other charges paid in advance shall be refunded by the Landlord to the Tenant.

In case only a part of the premises shall be so taken by right of eminent domain, then, if the part so taken renders the remaining premises, if and when reconstructed, unfit or unsuitable for use and occupation by the Tenant as of the date of such taking, the Tenant may, at the Tenant's election, terminate this lease and the term hereof by notice to the Landlord in writing within thirty days after receiving notice from the Landlord of such taking, effective as of the time that possession is required for public use. If the Tenant so elects to terminate, the rent and other charges reserved shall be apportioned and adjusted as of the date of termination, and any rent or other charges paid in advance shall be refunded by the Landlord to the Tenant. If the Tenant does not elect to terminate, then this lease shall continue in full force and effect, and the Landlord shall, promptly after possession is taken, restore the premises or what may remain thereof to substantially the same condition as the same were in prior to the taking of possession and to suitable condition for use and occupation by the Tenant, but the Landlord shall have no obligation to restore the Tenant's furniture, fixtures, and equipment. There shall be a fair and equitable permanent abatement of the rent payable hereunder, due regard being given to the nature and extent of the portion of the premises so taken. Nothing herein contained shall be deemed or construed to prevent the Tenant from prosecution, in any condemnation proceedings, of a claim for the value of the Tenant's leasehold interest or of any fixtures or improvements installed in or made to the premises by the Tenant, at the Tenant's expense, provided such action shall not affect the amount of compensation otherwise recoverable by the Landlord from the taking authority.

14. Notices.

Any notice or communication required or provided hereunder shall be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by hand or by a courier or delivery service (such as Federal Express) to the addresses set forth below, or to such other persons or address as any party may designate. Any notice given hereunder shall be deemed received upon actual receipt or, in the case of overnight courier service, on the next business day after delivery to the courier or, in the case of registered or certified mail, on the third business day following the date of deposit in the mails.

If to the Landlord: Town of Thomaston
 Attention: Town Manager
 13 Valley Street
 Thomaston, Maine 04861

If to the Tenant: Michael Hall, President
 Midcoast Crematory, Inc.
 78 Main Street
 Thomaston, Maine 04861

15. Miscellaneous Provisions.

15.1. Covenant of Quiet Enjoyment. The Tenant, subject to the terms and provisions of this lease, on payment of the rent and observing, keeping, and performing all of the terms and provi-

sions of this lease on the Tenant's part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the premises during the term hereof without hindrance or ejection by any person whomsoever.

15.2. Assignment. This lease may not be assigned or the premises sublet by the Tenant without the prior written consent of the Landlord.

15.3. Memorandum of Lease. Concurrently with the execution hereof, both parties may execute a *Memorandum of Lease*, so called, in recordable form, said instrument to contain such provisions as shall be reasonably acceptable to counsel for both the Landlord and the Tenant. This lease shall not, however, be recorded by either party.

15.4. Bind and Inure. All of the terms and provisions of this lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto, except that all covenants of the Landlord contained in this lease shall be binding upon the Landlord and the Landlord's successors only with respect to breaches occurring during the Landlord's or the Landlord's successors' respective ownership of the Landlord's interest under this lease.

15.5. Invalidity of Particular Provisions. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this lease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

15.6. Governing Law. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

15.7. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

15.8. Notice to Mortgagee. After receiving written notice from any person, firm, or other entity that it holds a mortgage which includes, as part of the mortgaged premises, the premises, the Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to the Landlord under the terms of this lease, but such notice may be given by the Tenant to the Landlord and such holder concurrently.

15.9. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of the Tenant under this lease shall be subject and subordinate to any mortgages that may hereafter be placed upon property owned by the Landlord, to any and all advances to be made thereunder, to the interest thereon, and to all renewals, modifications, replacements, and extensions thereof, if the mortgagee named in such a mortgage shall agree to recognize this lease and the Tenant's rights under this lease in the event of foreclosure if the Tenant is not in default hereunder. If such agreement is duly executed, upon notification by such mortgagee to the Tenant to that effect, the rights and interest of the Tenant under this lease shall be deemed to be subordinate to the lien of said mortgage,

whether this lease is dated prior to or subsequent to the date of said mortgage. The Tenant shall promptly execute and deliver whatever instruments may be required for such purposes.

In witness whereof the Landlord and the Tenant have caused this instrument to be signed and sealed in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes, as of the day and year first above written.

Town of Thomaston

Witness

By _____, Town Manager

Midcoast Crematory, Inc.

Witness

By _____
Michael Hall, President

EXHIBIT A
Description of the Premises

[The plan is to be attached.]



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM
ACTING COMMISSIONER

November 17, 2020

Certified Mail #: 7012 3460 0003 0783 1300

Dragon Products Company, LLC
P.O. Box 191
Thomaston, Maine 04861
Attention: Anna Hooper, Environmental Manager

**Re: Notice of Violation, Dragon Products Company, LLC, Bureau of Air Quality,
Notice of Violation #02-20, EIS# 2020-224-A**

Dear Ms. Hooper,

Enclosed is a Notice of Violation ("NOV") alleging your failure to comply with particulate matter standards (PM) established in Condition (14) of Air Emission License A-326-70-E-R/A as demonstrated in a PM stack test conducted on April 28, 2020. The violations are more fully described in the attached NOV.

A NOV is an administrative notice that is required by Maine law to be sent to parties the Department believes is responsible for violations of the Department's laws, rules, and/or orders. The nature and circumstances surrounding the violations discovered has led the Department to conclude that final resolution of this matter should include monetary penalties as part of a civil penalty action. The necessary next steps to finally resolving this matter will be discussed once you contact me within the timeframe provided for in the NOV. Thank you for your attention to this matter.

Sincerely,

Peter Carleton
Bureau of Air Quality
Enforcement Specialist
Peter.g.carleton@maine.gov
207 242-6103

Cc: Jeff Crawford, DEP
Eric Kennedy, DEP
Ronald Mongeon, DEP
Laura Jensen, AAG
Tom McCusker, USEPA
Kara George, Town manager, Thomaston, Maine

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF AIR QUALITY
17 STATE HOUSE STATION
AUGUSTA, Maine 04333
Telephone: (207) 287-7688

Notice of Violation

PART I: GENERAL INFORMATION

<u>ALLEGED VIOLATOR'S NAME:</u>	<u>DOCKET NUMBER:</u>
Dragon Products Company, LLC	NOV #02-20, EIS# 2020-224-A
<u>ALLEGED VIOLATOR'S MAILING ADDRESS:</u>	<u>DATE ISSUED:</u>
P.O. Box 191, Thomaston, Maine 04861	November 17, 2020
<u>PHYSICAL LOCATION OF VIOLATIONS:</u>	<u>CERTIFIED MAIL NUMBER:</u>
107 US-1 Thomaston, Maine 04861	7012 3460 0003 0783 1300
<u>POINT OF CONTACT (IF DIFFERENT FROM ALLEGED VIOLATOR):</u>	<u>TELEPHONE NUMBER:</u>
Anna Hooper, Environmental Manager	(207) 593-0144

PART II: INFORMATION CONCERNING THE ALLEGED VIOLATION

YOU OR YOUR COMPANY IS BELIEVED TO BE RESPONSIBLE FOR THE FOLLOWING VIOLATION(S) OF MAINE'S ENVIRONMENTAL LAWS, RULES, OR DEPARTMENT ORDERS.

SUMMARY OF FACTS ALLEGED AS BASIS FOR VIOLATION(S)

Dragon Products Company, LLC (Dragon) is a Delaware Limited Liability Company authorized to operate a Portland cement production facility located in Thomaston, Maine. Dragon was issued a Title V Air Emissions License (AEL), A-326-70-E-R/A, for the operation of the Thomaston, Maine facility.

On April 28, 2020, Dragon conducted a compliance stack test for particulate matter (PM) and ammonia (NH₃) emissions from the dry process Portland cement kiln. Dragon submitted a stack test results report on May 28, 2020 which indicated non-compliance with the PM emission standard of 0.07 lb/ton of clinker established in the AEL. The stack test report indicated PM emissions of 0.076 lb/ton of clinker during raw mill off conditions.

Dragon retested for PM during raw mill off conditions on June 5, 2020. On July 10, 2020, Dragon submitted to the Department a stack test results report indicating that the June 5, 2020 stack test event successfully demonstrated compliance with the PM emission standard during raw mill off conditions.

LIST SPECIFIC VIOLATIONS BY APPLYING FACTS TO SPECIFIC STATUTE(S), RULE(S), OR ORDER(S) VIOLATED:

Air Emission License A-326-70-E-R/A contains Specific Condition 14(E), which states in relevant part:

- (14) Dry Process Portland Cement Kiln System

The requirements of this condition apply to the Dry Process Portland Cement Kiln System (including the raw mill alkali bypass) emitted through the main kiln stack.

DISTRIBUTION:	Case File	Enforcement Director	AG's Office	EPA	Other: _____	
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E. Kiln System Emission Limits and Standards

The Kiln System (including the raw mill alkali bypass) shall be limited to the following emission limits and standards:

Pollutant	Licensed Emission Limits and Standards	Operating Scenario	Origin and Authority
PM	9.4 lb/hr	all	06-096 CMR 115, BACT (A-326-71-U-A/R, Nov. 19, 2002)
	0.07 lb/ton clinker ^g	normal operation	40 CFR Part 63, Subpart LLL, §63.1343(b)(1)

By exceeding the PM emission standard of 0.07 lb/ton, Dragon violated Specific Condition 14(E) of the AEL. As the retesting for PM did not occur until June 5, 2020, Dragon was in violation for the period between the date of the initial unsuccessful stack test (April 28, 2020) and the date of the successful PM stack test (June 5, 2020).

REQUESTED CORRECTIVE ACTION(S):

TIMELY COOPERATION ON THE CORRECTIVE ACTIONS REQUESTED IN THIS NOTICE OF VIOLATION AND CONTACTING THE CASE MANAGER BY PHONE OR IN WRITING WITHIN 15 DAYS OF RECEIVING THIS NOTICE OF VIOLATION ARE TWO FACTORS THAT MAY AFFECT THE AMOUNT OF MONETARY PENALTIES THE DEPARTMENT EXPECTS TO PURSUE IN THIS MATTER. THE DEPARTMENT OFFERS TECHNICAL ASSISTANCE WHICH MAY ASSIST YOU IN CORRECTING VIOLATIONS AND PREVENTING FUTURE VIOLATIONS. IF YOU REQUIRE TECHNICAL ASSISTANCE CONCERNING THIS NOTICE OF VIOLATION, PLEASE CONTACT THE CASE MANAGER IDENTIFIED BELOW.

PART III: DEPARTMENT ENFORCEMENT CONTACT

ENFORCEMENT CASE MANAGER:

Peter Carleton, Assistant Environmental Engineer

State of Maine, Department of Environmental Protection

TELEPHONE NUMBER:

(207) 242-6103

By: *Pt Carleton* 11/17/2020

Missy Stevens

From: Daryl Hahn <darylhahn@gmail.com>
Sent: Tuesday, November 17, 2020 1:11 PM
To: Missy Stevens
Subject: Fwd: Comprehensive Plan Committee

Resignation from Tiyana

----- Forwarded message -----

From: Tiyana Wolf-Whitehead <twolfwhitehead@gmail.com>
Date: Mon, Nov 9, 2020 at 10:09 AM
Subject: Comprehensive Plan Committee
To: Daryl Hahn <darylhahn@gmail.com>
Cc: Andrew Josephs <ajj108@yahoo.com>, Ben Griffin <bjgriffin520101@gmail.com>, Cindy Bertocci <cindybertocci@gmail.com>, Diana Beach <dianalbeach@gmail.com>, Elizabeth Allen <photosplatinum@earthlink.net>, Jeanne Short <jarshort@gmail.com>, Jon Eaton <jonathan.eaton3@gmail.com>, Peggy McCrea <cruzinart@gmail.com>, Peter F. McCrea <panacea35@gmail.com>, Peter Lammert <peter.lammert@myfairpoint.net>, Terry McDevitt <terrymcdevitt@me.com>

Dear all,

I have struggled with this decision, but it has become clear to me that I just don't have the energy or time to be truly useful in this or any committee at this time in my life. I need to put all my energy toward keeping up with regular life, our house repairs, and getting my fiber business off the ground. I hope in the future I will be able to participate in town committees and be really helpful.

Thank you all for welcoming me into your committee and for all the hard work you have done and are still doing for all of us in Thomaston. I really appreciate it!

Take care and thank you again,

~Tiyana

Missy Stevens

From: Daryl Hahn <darylhahn@gmail.com>
Sent: Tuesday, November 17, 2020 1:12 PM
To: Missy Stevens
Subject: Fwd: Comp Plan Workshop

resignation from Diana

----- Forwarded message -----

From: Diana Beach <dianalbeach@gmail.com>
Date: Sun, Oct 18, 2020 at 11:44 AM
Subject: Re: Comp Plan Workshop
To: Margaret McCrea <cruzinart@gmail.com>, Daryl Hahn <darylhahn@gmail.com>
Cc: Andrew Josephs <ajj108@yahoo.com>, Benjamin Griffin <bjgriffin520101@gmail.com>, Cindy Bertocci <cindybertocci@gmail.com>, Elizabeth Allen <photosplatinum@earthlink.net>, Jeanne Short <jarshort@gmail.com>, Jesse Shepard <theuprootpieco@gmail.com>, Jon Eaton <jonathan.eaton3@gmail.com>, Peter F. McCrea <panacea35@gmail.com>, Peter Lammert <peter.lammert@myfairpoint.net>, Terry McDevitt <terrymcdevitt@me.com>, Tiyana Wolf-Whitehead <twolfwhitehead@gmail.com>

Dear Daryl, Peggy, and all, I have been thinking about this long and hard, and feeling into it, but I have decided it is time for me to withdraw from the Comprehensive Plan Committee. I have very much enjoyed my connections with you all and the huge work we have done together, and I hope our paths will continue to cross in various ways. But my life is pulling me in a very different direction and I am ever more immersed in my studies and in India, and I don't have any more bandwidth to continue with this work.

Thank you for our time together, and blessings on you all,

Diana

On Oct 18, 2020, at 10:34 AM, cruzinart@gmail.com wrote:

Works for me. Peggy

Sent from my iPhone

On Oct 18, 2020, at 8:37 AM, Daryl Hahn <darylhahn@gmail.com> wrote:

Please let me know if this date is OK for you.

----- Forwarded message -----

From: Kara George <kgeorge@thomastonmaine.gov>
Date: Thu, Oct 15, 2020 at 10:28 AM
Subject: Comp Plan Workshop
To: Daryl Hahn <darylhahn@gmail.com>

Hi Daryl,

The Select Board rescheduled the Comprehensive Plan workshop to Monday, November 9th at 5 p.m. Will this work for the Committee?

Thank you,

Kara George

Town Manager

Town of Thomaston

13 Valley St.

Thomaston, ME 04861

Ph. (207) 354-6107

Fax (207) 354-2132

We are an ark in the swift flood of time now.
We are companions, a fellowship.
Who throws in with us
SAILS INTO LIGHT.
Rumi

Missy Stevens

From: Daryl Hahn <darylhahn@gmail.com>
Sent: Tuesday, November 17, 2020 1:10 PM
To: Missy Stevens
Subject: Fwd: Meeting with Planning Board

----- Forwarded message -----

From: Benjamin Griffin <bjgriffin520101@gmail.com>
Date: Mon, Nov 16, 2020 at 6:49 AM
Subject: Re: Meeting with Planning Board
To: Daryl Hahn <darylhahn@gmail.com>
Cc: Andrew Josephs <ajj108@yahoo.com>, Cindy Bertocci <cindybertocci@gmail.com>, Elizabeth Allen <photosplatinum@earthlink.net>, Jeanne Short <jarshort@gmail.com>, Jon Eaton <jonathan.eaton3@gmail.com>, Peggy McCrea <cruzinart@gmail.com>, Peter F. McCrea <panacea35@gmail.com>, Peter Lammert <peter.lammert@myfairpoint.net>, Terry McDevitt <terrymcdevitt@me.com>

You're probably trying to figure out my last email about a window at 1 pm. I got my emails crossed up, and that one was meant for another endeavor.

Having said that, it illustrates that, even in retirement, I have become a bit stretched.

So, having had the tremendous enjoyment, learning experience and sense of accomplishment that came through four years of our collective efforts, I think it is time for me to withdraw from the Committee.

I've got plenty of stuff on my plate that hopefully will help further the vision of the Town that we articulated together. So I'll still be busy and I'll be calling on you!

Thanks for welcoming a cantankerous Southern lawyer to your midst.

Ben

On Sun, Nov 15, 2020 at 7:12 PM Benjamin J Griffin <bjgriffin520101@gmail.com> wrote:
We have a short window tomorrow at 1 pm. That's about it.

Sent from my iPhone

On Nov 15, 2020, at 5:37 PM, Daryl Hahn <darylhahn@gmail.com> wrote:

Hi, just a reminder that we have a Zoom meeting with the Planning Board this coming Tuesday, Nov 17 at 6pm. The Zoom link is below.

The agenda for the meeting is to determine the best way for the Committee to assist or work with the Board to accomplish the many strategies that relate to land use issues. Hopefully the focus will be on process rather than a focus on specific strategies. I am attaching the list of Comp Plan strategies that have the Planning Board identified as playing a leadership role.

See you Tuesday.

Here is the link to the meeting:

Joanne Richards is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/86371151565>

Meeting ID: 863 7115 1565

<matrix Planning Bd Copy.xlsx>

Missy Stevens

From: Higgins, Mark A <Mark.A.Higgins@maine.gov>
Sent: Tuesday, November 17, 2020 9:53 AM
To: Missy Stevens; Peter Lammert; Bill Hahn; Sandy Moore; Diane Giese; Zel Bowman-Laberge; amy@amywilliamsart.com; mplewis@hotmail.com; careyhanklucy@gmail.com; jbosworth10@gmail.com; erickson@soundvest.com; Margaret McCrea; Andrew Josephs; danez2ref@hotmail.com; jsnyder@marinemedi.biz; panacea35@gmail.com; brobson@roadrunner.com; Joanne Richards; Rene Dorr; sarahrobertson@myfairpoint.net; devlin.susan@yahoo.com
Subject: RE: Boards & Committees Review and Response needed

Please remove me from the school board alternate. I have sold my home in Thomaston last month and moved to Rockport.

Mark Higgins

From: Missy Stevens <mstevens@thomastonmaine.gov>
Sent: Monday, November 16, 2020 2:34 PM
To: Peter Lammert <plammert@thomastonmaine.gov>; Bill Hahn <bhahn@thomastonmaine.gov>; Sandy Moore <smoore@thomastonmaine.gov>; Diane Giese <dgiese04861@thomastonmaine.gov>; Zel Bowman-Laberge <zbowmanlaberge@thomastonmaine.gov>; amy@amywilliamsart.com; mplewis@hotmail.com; Higgins, Mark A <Mark.A.Higgins@maine.gov>; careyhanklucy@gmail.com; jbosworth10@gmail.com; erickson@soundvest.com; Margaret McCrea <cruzinart@gmail.com>; Andrew Josephs <ajj108@yahoo.com>; danez2ref@hotmail.com; jsnyder@marinemedi.biz; panacea35@gmail.com; brobson@roadrunner.com; Joanne Richards <joanneleerichards@gmail.com>; Rene Dorr <rdorr@thomastonmaine.gov>; sarahrobertson@myfairpoint.net; devlin.susan@yahoo.com
Subject: Boards & Committees Review and Response needed
Importance: High

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon everyone, attached is an updated 2020/2021 Boards & Committees spreadsheet. I have enlarged this document going forward, thus so many pages. 😊

You are receiving this because you are listed as the Chair or President of a board/committee. Please review the list of members of your board(s)/committee(s) and confirm that the names are correct with the correct contact **address/telephone/email** information.

Before I role this out, I want to ensure it is correct. Please **DO NOT** share the entire document with anyone because of the demographic information listed (*you can cut/paste you specific area in send to your members*). Many of you are on more than one board/committee so please review the entire document.

Please let me know if there is corrections needed by Thursday. I want to send this out formally on Friday, November 20th.

Kara George

From: jonathan.eaton3@gmail.com
Sent: Sunday, November 15, 2020 7:08 PM
To: 'Daryl Hahn'; 'Andrew Josephs'; 'Ben Griffin'; 'Cindy Bertocci'; 'Elizabeth Allen'; 'Jeanne Short'; 'Peggy McCrea'; 'Peter F. McCrea'; 'Peter Lammert'; 'Terry McDevitt'
Cc: Kara George
Subject: RE: Meeting with Planning Board

Dear Fellow Committee members,

With regret, I need to step back from committee membership in order to devote more time to my publishing work, which is where my bread gets buttered (thinly, these days). I am copying Pete and Kara so they're notified of my resignation.

Carry on. Developing the new plan has been a great experience for me, and I think we done good. See you around the campus.

All best,
Jon

From: Daryl Hahn <darylhahn@gmail.com>
Sent: Sunday, November 15, 2020 5:37 PM
To: Andrew Josephs <ajj108@yahoo.com>; Ben Griffin <bjgriffin520101@gmail.com>; Cindy Bertocci <cindybertocci@gmail.com>; Elizabeth Allen <photosplatinum@earthlink.net>; Jeanne Short <jarshort@gmail.com>; Jon Eaton <jonathan.eaton3@gmail.com>; Peggy McCrea <cruzinart@gmail.com>; Peter F. McCrea <panacea35@gmail.com>; Peter Lammert <peter.lammert@myfairpoint.net>; Terry McDevitt <terrymcdevitt@me.com>
Subject: Meeting with Planning Board

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Joanne Richards is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
<https://us02web.zoom.us/j/86371151565>

Meeting ID: 863 7115 1565

Missy Stevens

From: Greg Hamlin <hamling123@outlook.com>
Sent: Thursday, September 17, 2020 2:32 PM
To: Missy Stevens
Subject: RE: Committees and Boards Renewals

Shirley Hamlin

Hi Missy, As you know I sent mine in for the Library position. FYI Shirley wants off the Rec Committee but You may already know that...

When all the dust settles I would consider reviewing open positions for ONE YEAR only as we will be home this winter. Thanks, Greg

From: Missy Stevens [mailto:mstevens@thomastonmaine.gov]
Sent: Thursday, September 17, 2020 9:09 AM
To: Diane Giese; harjula@roadrunner.com; westham.hooligan.uk@gmail.com; hamling123@outlook.com; caninehelp@aol.com; cuthbert@midcoast.com; cahirsch@gmail.com; Rene Dorr; cwgrover007@gmail.com; devlin.susan@yahoo.com; rod@grindell.com; jsnyder@marinemedi.biz; pattidinse@aol.com; rarmstrong@lymanmorse.com; nanalorca@hotmail.com; ajj108@yahoo.com; chas.frattini@gmail.com; tboynton@maine.edu; cbarstow@gmail.com; shirlxyz@outlook.com; trish2497@gmai.com
Cc: Kara George
Subject: RE: Committees and Boards Renewals
Importance: High

Good morning, I know some of you have responded. This is a friendly reminder the deadline is fast approaching for those who haven't. 😊

Thank you,

Melissa Stevens
Town Clerk
Town of Thomaston
13 Valley St.
Thomaston, ME 04861
Ph. (207) 354-6107
Fax (207) 354-2132

From: Missy Stevens
Sent: Friday, August 21, 2020 7:42 AM
To: Diane Giese <dgiese04861@thomastonmaine.gov>; harjula@roadrunner.com; westham.hooligan.uk@gmail.com; hamling123@outlook.com; caninehelp@aol.com; cuthbert@midcoast.com; cahirsch@gmail.com; Rene Dorr <rdorr@thomastonmaine.gov>; cwgrover007@gmail.com; devlin.susan@yahoo.com; rod@grindell.com; jsnyder@marinemedi.biz; pattidinse@aol.com; rarmstrong@lymanmorse.com; nanalorca@hotmail.com; ajj108@yahoo.com; chas.frattini@gmail.com; tboynton@maine.edu; cbarstow@gmail.com; shirlxyz@outlook.com; trish2497@gmai.com
Cc: Kara George (kgeorge@thomastonmaine.gov) <kgeorge@thomastonmaine.gov>
Subject: Committees and Boards Renewals

Good Morning,

Below are the names of all the folks that have terms expiring this year. If you are interested in reappointment, please fill out the attached application and email or drop it off to me at the Town Office. The Select Board will

be doing appointments at the **September 28, 2020** meeting. If you are on more than one board, you only need to fill out one application and note all the boards on the form.

Please also see the attached Appointment Policy for your information. If I do not receive your Renewal Application by close of business September 23rd, the seat will be considered vacant. I will send out a second reminder when it gets closer to the meeting, but I am not chasing folks down. Thank you for your understanding as we continue to try to make the process a little more efficient and easier to manage.

Thank you in advance for your service.

Incumbent Terms Expiring:

- | | |
|------------------------------------|----------------------------------------------------------------------------------------------------|
| Academy Board of Trustees: | Diane Giese
Melissa Harjula
Chris Farthing |
| Library Board of Trustees: | Greg Hamlin, Secretary
Marie Finnegan |
| Watts Block Trustee: | James Cuthbertson
Chris Hirsch |
| Board of Appeals: | Rene Dorr
Charles Grover |
| Budget Committee: | Susan Devlin
Rod Grindell |
| Georges River Shellfish Committee: | Clifton Weaver |
| Harbor Committee: | John Snyder, Chair
Patti Spaulding
Robert Armstrong
Nancy Armstrong, Alternate |
| Personnel Committee: | Andrew Josephs, Chair |
| Planning Board: | Charles Frattini |
| Recreation Committee: | Todd Boynton
Chris Barstow
Shirley Hamlin
Patricia Smith-Senior Citizen-Non Voting Member |

Regards,

Melissa Stevens
Town Clerk
Town of Thomaston
13 Valley St.
Thomaston, ME 04861

Statement of Bylaws

Watts Block Board of Trustees

Thomaston, Maine

Organization:

1. This group shall be known as the Watts Block Board of Trustees.
2. Membership on the Board of Trustees shall be limited to no more than five (5) voting members.
3. Trustees must be residents of Thomaston or owners of property in Thomaston, be eighteen years of age or older, and be willing to serve absent of any compensation.
4. Trustees will be appointed by the Thomaston Select Board via personal submissions from members of the public (#3 above) offering their time to the Board of Trustees.
5. Trustees shall serve a three-year term.
6. In the event a Trustee is not able to complete their three-year term it will be the intent of the remaining Trustees to identify a person to fill the vacancy. The appointed Trustee will complete the term of the resigning Trustee and will be confirmed by the Thomaston Select Board.
7. Each Trustee will have one (1) vote.
8. A quorum will be established when a majority of the current Trustee membership is present.
9. The Chair and Vice-Chair of the Board of Trustees shall be elected by their fellow Trustees on an annual basis.
10. Trustees intend to create and retain written meeting records.
11. The Thomaston Town Office shall act as the fiscal agent for the Watts Block Board of Trustees.

Purpose:

1. The Watts family presented to the Town of Thomaston, Watts Block, a gift to "all the citizens of the Town as a lasting monument of their generosity and love of the Town". The second floor to be used for the citizens and the ground floor used for businesses.
2. The Board of Trustees, working cooperatively with the Thomaston Select Board, shall oversee the function and maintenance of Watts Block and its grounds outside the limits of lease agreements with the tenants of the Watts Block.
3. The Trustees shall strive to make Watts Block financially self-sustaining.

Responsibilities:

1. The Chair of the Board of Trustees shall prepare agendas and chair meeting of the Board of Trustees.

2. The Chair of the Board of Trustees shall be responsible for the completion and submission of the Watts Block Report for inclusion in the Annual Report for the Town of Thomaston.
3. The Vice-Chair shall chair meetings in the absence of the Chair.
4. The Trustees shall assist the Town in the preparation of the annual municipal budget for the maintenance and operation of Watts Block. Said budget is subject to the approval of the Select Board of the Town of Thomaston and the voters of Thomaston at the annual town meeting.
5. The Bylaws of the Watts Block Board of Trustees will be reviewed annually by the Board. Any changes deemed necessary shall be submitted to the Thomaston Select Board for their approval.

Meetings:

1. Meetings of the Watts Block Board of Trustees shall be called at the discretion of the Chair, or by a majority of members.
2. The Board of Trustees may meet as frequently as necessary and must meet at least once annually. Notice of meetings will be provided to Trustees and the Thomaston Town Office in advance of scheduled meetings.

The Watts Block Board of Trustees Bylaws are hereby adopted on _____.

Thomaston Select Board:

Peter Lammert

William Hahn

Sandra Moore

Diane Giese

Zel Bowman-Laberge

A true attested copy.

Melissa Stevens, Town Clerk