

**SELECT BOARD MEETING
MONDAY, JANUARY 11, 2021
EXECUTIVE SESSION 5:00 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 or visit the calendar on the Town website at www.thomastonmaine.gov for the meeting link.

EXECUTIVE SESSION

Pursuant to MRS Title 1, §405 (6E), for consultation between a body or agency and its attorney.

SELECT BOARD REGULAR MEETING AT 6 P.M.

1. CALL THE MEETING TO ORDER

2. PUBLIC HEARINGS:

3. APPROVE THE MINUTES OF: September 14, 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

A. Review for appointment the application of Joshua Rowan to the Harbor Committee that was tabled on December 14th.

10. NEW BUSINESS

- A. Review the application of Thomas Turlansky to the Harbor Committee.
- B. Consider placing the following foreclosed property out to bid per voter requirements of Article 24 of the 2019/2020 Town Meeting Warrant:

31 Booker Street

Knox County Registry of Deeds: Book 5341, Page 38 Lien

Knox County Registry of Deeds: Book 495, Page 9 Property Deed

(Note: The owner of prior record has acknowledged their intent to redeem the property.)

- C. Review the request of Keith and Kimi Smith of 36 Harjula Lane to purchase (Melrina I. Brown lot, Map 204, Lot 137) and (Wotton Lot A, Map 204, Lot 125) for \$20,000.
- D. Consider authorizing the Town Manager to sign the Maine Municipal Bond Bank application for the financing of the Solar Array project.
- E. Discuss the Land Water Conservation Funds (LWCF) Grant as submitted by Jon Eaton.
- F. Discuss the OHSTT Renovation project budget as submitted by Select Board Member Zel Bowman-Laberge.
- G. Review the Project Canopy Assistance Grant Program.
- H. Consider authorizing the Town Manager to sign the Pope Memorial Humane Society Animal Care Facility Agreement for a 3-year contract expiring December 31, 2023.
- I. Accept the resignation of Daryl Hahn from the Personnel Committee.
- J. Accept the resignation of Allie Payor, Deputy Clerk & Deputy Tax Collector.

11. ADJOURN

Upcoming Dates:

Wednesday, January 13th at 9 a.m. Watts Block Trustees Meeting

Thursday, January 14th Town Offices closed for MOSES Training

Thursday, January 14th at 6:30 p.m. Municipal Facilities Committee Meeting

Monday, January 18th Town Offices closed in observance of MLK

Friday, January 22nd at 9 a.m. Economic Development Committee Meeting

Monday, January 25th at 6 p.m. Regular Select Board Meeting

**Town of Thomaston
Select Board Minutes
September 14, 2020**

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

EXECUTIVE SESSION

ACTION: Diane Giese made a motion, seconded by Zel Bowman-Laberge to enter executive session at 5 p.m. pursuant to MRS Title 1, Section 405 (6E), for consultation between a body or agency and its attorney. VOTE: 5-0

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to exit executive session at 5:50 p.m. VOTE: 5-0

REGULAR MEETING

Public Present: Tim Hoppe, Owen Shugard, Leslee Shugard, Marian Sargent, Sue Howard, John Howard, Joanne Richards, Susan Devlin, Kim Matthews, Craig Matthews, Rod Grindell, Cathy Grindell, Christine Simmonds,

Meeting called to order at 6:04 p.m.

2A. Public Hearing: Review the renewal application of Saybelle Corp d/b/a Thomaston Café for the consideration of an on-premises license to sell Vinous, Malt Liquor, and Spirits at the property located at 154 Main Street as required by Title 28-A, Section 653.

ACTION: Bill Hahn made a motion, seconded by Zel Bowman-Laberge to enter public hearing at 6:04 p.m. VOTE: 5-0.

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to exit public hearing at 6:05 p.m.

ACTION: Zel Bowman-Laberge made a motion to accept the renewal application of Saybelle Corp d/b/a Thomaston Café on-premises license to sell Vinous, Malt Liquor, and Spirits. Diane Giese seconded. VOTE: 5-0

2B. Public Hearing: Review for adoption of the annual MMA's new (October 1, 2020- September 30, 2021) "General Assistance Ordinance Appendices." (A-H)

ACTION: Sandy Moore made a motion, seconded by Zel Bowman-Laberge to enter public hearing at 6:05 p.m. VOTE: 5-0

ACTION: Bill Hahn made a motion, seconded by Zel Bowman-Laberge to exit public hearing at 6:06 p.m. VOTE: 5-0

ACTION: Sandy Moore made a motion to accept the annual MMA's new (October 1, 2020-September 30, 2021) "General Assistance Ordinance Appendices." (A-H). Zel Bowman-Laberge seconded. VOTE: 5-0

ACTION: The Breen Motion made by Peter Lammert. Bill Hahn seconded. VOTE: 5-0

9C. Accept the resignation of Zel Bowman-Laberge from the Standing Municipal Facilities Committee.

ACTION: Bill Hahn made a motion to accept Zel Bowman-Laberge resignation. Sandy Moore seconded. VOTE: 5-0

9D. Consider appointing Zel Bowman-Laberge to the Owls Head, South Thomaston, and Thomaston (OHSTT) Solid Waste Board.

ACTION: Bill Hahn made a motion to approve Zel Bowman-Laberge's appointment to the Solid Waste Board. Diane Giese seconded. 5-0

9A. Discuss the request of Susan Lindley-Howard and John Howard of 15 Wadsworth Street to purchase 50 feet of land located behind their property at the Thomaston Green.

John Howard stated he wanted to amend the original request to include 50 feet behind his home, and 50 feet behind lot 17, to create a buffer for any development going on the Green.

Kara George, Town Manager explained the steps before it goes to vote.

Peter Lammert stated that the land owners in front should have the option to purchase first.

ACTION: Motion was made by Sandra Moore to take the request under advisement. Diane Giese seconded. VOTE: 5-0

9B. Consider the request of Owen Shugard to hold an antique show at the Thomaston Green on one Saturday between September 19-October 10th.

Owen Shugard explained that there would be no more than 10-20 local dealers in individual tents, and social distance would be maintained. He would be renting 1-2 porta potties. Owen inquired about the town insurance and Town Manager Kara George stated she would forward information to him. Owen Shugard will be making signs to post for parking control. Hours of the event is 8:00 a.m. to 3:00 p.m.

ACTION: Motion made by Sandra Moore to accept the Request by Owen Shugard. Diane Giese seconded. VOTE: 5-0

Agenda Adjustment: Discuss the estimate from Ed Alley to install an additional CMP meter at the Watts Block building per the request of Select Board Member Bill Hahn.

Jo Ann Hoppe will pay \$735.00 per month in rent and will pay for electricity in the leased space at the Watts Block building. She has requested that a bathroom be added. Bill Hahn will report back with more cost information for a bathroom.

Zel Bowman-Laberge suggested water-saving installation plumbing.

ACTION: A motion was made by Sandra Moore to rent space to Jo Ann Hoppe at the Watts Block Building. Diane Giese seconded. VOTE: 5-0

ACTION: Diane Giese motioned to spend \$5,000 on installing a bathroom at the rental space for Jo Ann Hoppe's business. Peter Lammert seconded. VOTE: 5-0

9E. Discuss the estimate from Ed Alley to install an additional CMP meter at the Watts Block building per the request of Select Board Member Bill Hahn.

ACTION: Zel Bowman-Laberge motioned to install a new electricity meter for \$1,000.00 at the Watts Block building. Diane Giese seconded. VOTE: 5-0

F. Consider adopting the Municipal Credit Card Use Policy & Procedures for the Town of Thomaston employees.

Kara George drafted an employee credit card policy and procedures. The Town is getting credit cards from Camden National Bank.

Department Heads and Donna Culbertson will be issued a credit card.

Diane Giese suggested payment be on the 15th of the month not the 1st due to interest and should only be used when invoicing is not available.

ACTION: Bill Hahn motioned to except the Municipal Credit Card Use Policy & Procedures. Diane Giese seconded. VOTE: 5-0

3. Approve the Minutes: None to approve

4. Approve the Warrants.

ACTION: Zel Bowman-Laberge motioned to approve the Warrants. Diane Giese seconded. VOTE: 5-0

6. Town Manger's Report

Town Manager Kara George Report: See attached

7. Public Comment

A question was asked of how much Coastal Opportunities will be paying for the purchase of land at the Thomaston Green. Bill Hahn responded that the price has not been determined yet.

Another question was about the marketability of Lot 1 in the Thomaston Green. Bill Hahn noted that the lots along Route 1 commercial zone are the best location to keep open space in the Thomaston Green. Avesta Housing location fits well in the space.

Lastly, what would happen if the crematorium should shut down in the Village Cemetery? Joanne Richards explained the process.

ACTION: Bill Hahn motioned to adjourn at 7:21 p.m. Zel Bowman-Laberge seconded. VOTE: 5-0

Chairman Peter Lammert

Town Clerk Melissa Stevens

Elections

The ballot drop box has arrived and Public Works will be installing it the end of this month in preparation for the November General Election. Additionally, as of late this afternoon, we have had nearly 200 absentee ballot requests for tomorrow's town election. Missy Stevens has been doing an amazing job juggling two upcoming elections, as many folks are requesting their November ballots along with the Town Election Ballots. We have had a ballpark of nearly 350 absentee requests for November and we won't even have the ballots available until early October.

Direct Deposit

Prenotes were sent out last week and employees should be receiving pay via direct deposit next week. Jodell has been hard at work getting this new service set up and working out the kinks with the bank and TRIO software.

1-on-1 Meetings

Starting this week, I am starting 1-on-1 meetings with each of the Town employees. My hope is to meet with 4-6 employees per week for the next 3 months.

Town Credit Cards

As has been frequently requested by the Select Board and Town employees, we are in the midst of applying for a Town credit card at Camden National Bank. The Town already has accounts with CNB. CNB offers a Visa CommUNITY Card which is specifically for non-profits and municipalities. I have drafted an employee credit card policy for the Select Board to review. We hope to have the credit cards available by early October.

Public Works Laborer/Operator I Position

The Town had 3 applicants for the Public Works vacancy. One of the applicants canceled his interview as he had accepted another position elsewhere. Brandon Allen and I conducted two interviews of the remaining candidates and have offered the position to Anthony Leo. Tony will be available to start on Monday, October 5th and I will put the confirmation of his appointment on the next Select Board agenda. Tony is a long-time Thomaston resident who interviewed very well and has extensive experience that he can bring to the position. Most of you probably know him well from his tenure on the Thomaston Fire Department. He will be able to jump in a truck and start plowing snow with ease. I am pleased to have him join the Public Works Department.

MDOL Penalties Discussion

On Wednesday, John Fancy and I will be meeting with the Department of Labor in Augusta for the penalties discussion in regards to the MDOL inspection that was conducted last August/September. All of the findings have been addressed and we are bringing the proper documentation to this meeting in hopes of having many of the penalties dropped or reduced.

Respectfully Submitted,



Kara George
Town Manager

Town Office Open by Appointment Only

At this time, the Town Office is open by appointment only until further notice. Press releases have been sent out to Village Soup, Free Press, and Penbay Pilot. We've also emailed out notices and posted it on the town website and Facebook page. Customers can call the town office to set up an appointment and use the intercom to notify staff when the customer has arrived to the building. Dusty from Hi-Tech will be installing an automatic door opener/buzz-in service that will work with the intercom. I will continue to reassess in the coming weeks.

Town Office Resignation

The Deputy Clerk submitted her resignation last week. On Thursday, we posted the advertisement out on Indeed.com, Maine Municipal Association, Village Soup, Free Press, the Town Website and Facebook Page and on the Maine Town and City Clerk Association email list serve. I will continue to keep the Board posted.

Maine Municipal Association Workers' Compensation

In December, the Town was notified that the Workers' Compensation has decreased from \$73,703.00 last year to \$49,343 this year. A savings of \$24,360 for the Town.

Economic Development Specialist

Brian Doyle hit the ground running last Monday. He has been working remotely last week due to the office closure, but will be in the office soon. Brian and I had a meeting on Zoom last week. Community Concepts has hired Nate Libby to fill the position that was left by Glenn Holmes. I also met with Mia Purcell from Community Concepts last week on Zoom. Mia and I will be keeping in touch going forward.

I've asked Brian to sit in on some of our board and committee meetings to get familiar with town happenings and to meet the people. We have a Watts Block Trustees meeting and Economic Development Committee meeting coming up. I also thought it would be great for him to meet folks on the Conservation Committee and the Harbor Committee at some point.

Budget Planning

Jodell has been busy getting the budget numbers into TRIO in preparation of planning the upcoming budget. I am in hopes to start meeting with department heads mid-to late January to start the review process.

Respectfully Submitted,



Kara George
Town Manager



New Applicant

Boards & Committees Application
Town of Thomaston, Maine

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

Date: 11.23.20
Name: Joshua Rowan
Street Address: 367 Main St.
Mailing Address (if different): _____
Home Phone Number: _____
Cellular Phone Number: 305 394 4389
E-mail Address: Sailrowan@gmail.com
Preferred Method of Contact: phone or email

Committee you wish to serve on: Harbor Committee

How long have you been a resident of Thomaston?

4 months

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

To give back to the community & add a fresh perspective

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

A lifetime of experience on the ocean & 25 years running a charter business

attached:
Thomas Turansky Application
Harbor Comm.

Missy Stevens

From: John Snyder <jsnyder@marinemedi.biz>
Sent: Tuesday, December 22, 2020 10:26 AM
To: Kara George; Missy Stevens
Cc: Zel Bowman-Laberge; Bill Hahn; Diane Giese; Peter Lammert; Sandy Moore
Subject: Thomaston Harbor Committee
Attachments: Thomaston Harbor Committee Minutes-21Dec2020.PDF; THC_Candidate_Turansky.pdf; NA Resignation.pdf

Att: Kara George, Town Manager
Melissa Stevens, Town Clerk

The Thomaston Harbor Committee met with a full quorum via Zoom last evening to discuss the resignation of board member Nancy Armstrong. Her reason for resignation is personal. As owner of Jeff's Marine, one of the major stakeholders in Thomaston Harbor her presence on the committee will be greatly missed. Her professionalism, business acumen, and understanding of issues related to the stewardship of the harbor made her a most valued member of the committee.

Nancy has recommended that she be replaced by Thomas Turlansky, Operations Manager of Jeff's Marine. Mr. Turlansky submitted his application to the committee and was interviewed via our Zoom meeting. He was deemed by the committee to be a qualified and motivated applicant. In a subsequent vote the committee unanimously agreed that Mr. Turlansky would be a valuable addition to the committee and is recommending to the Select Board that he fill the vacancy left by Armstrong.

Kindly add Mr. Turlansky to the agenda for the January 11, 2021 meeting so that he may be presented to the Select Board for their approval. Please note that this is the same process that the Harbor Committee has successfully employed for decades when filling a vacancy.

Attached are Nancy Armstrong's letter of resignation, Turlansky's detailed application, and minutes of our meeting.

John Snyder
Chairman, Thomaston Harbor Committee

MARINEMEDIA.biz
PO Box 288
South Thomaston, ME 04858
(207) 653 7928
jsnyder@marinemedi.biz
@marinemedi.biz



Jeff's Marine, Inc.
2 Brooklyn Heights – P.O. Box 236 – Thomaston, ME 04861

November 3, 2020

John Snyder
Chairman, Thomaston Harbor Committee

Dear Mr. Snyder:

I am writing to indicate my interest in serving on the Thomaston Harbor Committee. I am currently the Operations Manager at Jeff's Marine, a business with a vested interest in the maintenance and upkeep of Thomaston Harbor.

I have been around boats and harbors my entire life, having grown up spending time on the water in San Diego and working there as a sailing instructor. Since moving to Maine in 2017, I have spent time working in Rockland Harbor with the Apprenticeshop, both as an employee and an apprentice, and have been at Jeff's Marine since October 2018. In addition to my experience on the water for pleasure and as a sailing instructor, I am also a USCG Master, 50-ton, Near Coastal.

I believe that my boating background and my current employment at Jeff's Marine make me a sound choice as a member of the Thomaston Harbor Committee.

Sincerely,

Thomas Turansky

Operations Manager

thomas@jeffsmarine.com

207.354.8777 (w)

207.542.5303 (m)



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: December 21, 2020
Name: Thomas Turansky
Street Address: 2 Brooklyn Heights
Mailing Address (if different): P.O. Box 236
Home Phone Number: 207.354.8777
Cellular Phone Number: 207.542.5303
E-mail Address: thomas@jeffsmarine.com
Preferred Method of Contact: Email

Committee you wish to serve on: Harbor Committee

How long have you been a resident of Thomaston? Two years

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

I am interested in serving on the Harbor Committee because I use Thomaston harbor both personally and professionally. I manage Jeff's Marine, which has a vested interest in the maintenance and upkeep of the harbor. My family and I also use Thomaston Harbor as our home port for many of our boats, so I am also personally interested in ensuring that the harbor is well managed.

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

I have been around boats and harbors my entire life, both on the West Coast and here in Maine. I have extensive experience teaching sailing and have done a fair bit of cruising for pleasure. I am a certified USCG 50-ton Near Coastal Master. I have also managed Jeff's Marine for the past two years.

Any suggestions or comments:

I would like to see more enforcement of the no-wake zone in Thomaston harbor. Both my personal boats and our customer's boats have been at risk for serious damage on Jeff's Marine's docks when boaters violate the no-wake zone and only good fortune has prevented any people from getting injured when these incidents occur.

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

For Official Use Only	
Date Application Received:	<u>12-22-20</u> <i>via email</i>
Appointment Term:	_____
Resignation Date:	_____
Member being replaced:	_____
Town Manager Review:	_____ (Initials)
Town Clerk Review:	<u>ms</u> (Initials)

Harbor Committee

TOWN OF THOMASTON
NOTICE OF TAX SALE

The Board of Selectpersons of the Town of Thomaston is accepting bids for the sale of the municipality's interest in a tax-acquired property. All bids must be received by the Selectpersons no later than February 3, 2021 at 2:00 pm, at which time the bids will be opened and reviewed, and awarded on February 8, 2021 at the Board of Selectperson's Meeting at 6pm at the Thomaston Municipal Building by Zoom. The Selectpersons of Thomaston reserve the right to reject any and all bids. The properties shall be conveyed by a quitclaim deed without covenants. In the event that the successful bidder fails, for any reason, to complete the purchase in the time stated, the bid acceptance is void and the Board of Selectpersons may thereafter negotiate a sale of the property with any or all unsuccessful bidders.

NOTE: THE FOLLOWING VOTER APPROVED ARTICLE CONTROLS THESE SALES:

THE OWNER OF PRIOR RECORD HAVE ACKNOWLEDGED THEIR INTENT TO REDEEM THE LISTED PROPERTIES UNDER THE VOTER WARRANT ARTICLE. (SEE #2 BELOW).

ARTICLE 24 OF THE 2019-2020 TOWN MEETING WARRANT

To see if the Town will vote to authorize Selectpersons, on behalf of the Town, TO SELL AND DISPOSE OF ANY REAL ESTATE ACQUIRED BY THE TOWN for non-payment of the taxes thereon and to execute quit claim deeds for said property, said real estate to be sold as follows:

1. A notice of intent to sell such property shall be published in a newspaper of general circulation in Knox County at least three weeks prior to such sale, inviting interested parties to submit sealed bids thereon.
2. The parties from whom the property has been taken for non-payment of taxes thereon may purchase Said real estate from the Town at any time during the process, the purchase price in the latter case Being all unpaid taxes on said property, plus interest, lien costs and the cost of the publication of the Notice plus the cost of the quit claim deed.
3. In the event the parties from whom the real estate was taken by the Town for unpaid taxes fails to Redeem the property as provided in Paragraph 2, the Board of Selectpersons may sell the property to The highest bidder.

The following property is located at:

31 Booker Street, Thomaston, Maine 04861
Knox County Registry of Deeds: Book 5341, Page 38 Lien
Knox County Registry of Deeds: Book 4985, Page 9 Property Deed

Place bid in a sealed envelope properly marked: Property (Location)

The tax maps, bidding forms and other public information concerning the property may be reviewed at the Town Office during regular business hours, which are: Monday-Thursday 8:00am to 5pm. Friday 8am -2pm, or by calling 207-354-6107.

12/08/2020

This letter is addressed to Kara M.C. George
Thomaston town Manager

From Keith and Kimi Smith of 36 Harjula lane Thomaston, ME. Mailing address P.O. Box 205 Rockland ME. 04841 telephone # (207)701-6669. We are interested in purchasing the 14.8 acre parcel, lot # 137 tax map 204 book # 897, page 124 town of Thomaston, ME. This parcel is off Ashland drive west of Mill River in Thomaston. It is a land locked piece of property that abuts our property lines. We are also interested in the 6.8 acre lot # 125 tax map 204 book # 419, page 375 book # 658, page 177. Arthurs Wonton. It also abuts our property line on the opposite side. This piece is also land locked. We would like to offer \$20,000 for both pieces of property. WE look forward to hearing from you.

Thank you Keith and Kimi Smith

Two handwritten signatures in blue ink. The top signature is 'Keith' and the bottom signature is 'Kimi'.

354-3555



12/14/2020

**Comments Regarding the Town-owned parcels
"Melrina I. Brown" Lot, Map 204, Lot 137 and
"Wotton Lot A", Map 204, Lot 125**

To the Thomaston Select Board;

In a letter dated 12/8/2020, Keith and Kimi Smith have requested your consideration to sell two parcels owned by the Town of Thomaston. What follows are comments on these two lots, their history as regards the Town's ownership and other considerations.

A map of their holdings and the surrounding parcels is attached.

"Melrina I. Brown" Lot, Map 204, Lot 137

This lot consists of about 14.67 acres and is located on the West side of the Mill River opposite Dragon Mountain on the Old County Road. It has a complicated deed history and the exact ownership the Town has is unclear. A complete deed history is attached.

The parcel, originally estimated at 12 acres "be the same more or less", was set off to Joshua Allen, Jr. in 1864 by agreement with the other heirs of the late Joshua Allen, Sr. He sold it to Henry D. Allen, who in turn sold it to John T. Berry in 1867 along with a "... right to a road or passage way from the Town Road [Old County Road] to the river across land now in possession of Alden Austin" [presently owned by Dragon Cement and on which is the Northerly portion of the Dragon Mountain].

Berry sold the property and rights to Melrina I. Brown in 1893, but in 1895 Berry received a release from S. Fessenden Allen who renounced "... all interest or claim of any name or nature." On the very same day Brown quit-claimed a half-interest in the parcel to Larissa J. Allen, S. Fessenden Allen's wife.

In 1909, Brown sold all of her interest to Traction Securities but did not mention in the deed that it was only a half interest. In a complex series of deeds and mergers, Brown's half interest in the parcel passed from Traction to the New England Portland Cement & Lime Company, Lawrence Portland

Cement Company, Dragon Cement Company, American Marietta Corporation, Martin Marietta Corporation, Cianbro Corporation, the Passamaquoddy Tribe, and to Dragon Products Company, Inc.

I could not trace what happened to the half share deeded to Larissa J. Allen in 1895. She died in 1896 and was buried in the Thomaston Village Cemetery. Her husband S. Fessenden Allen survived her but seems to have moved away. Her four children were Artemas W. Allen, Frank F. Allen, Clariett S. Batman and Larissa K. Richards. None of them seem to have inherited the parcel by any recorded document that I could find.

In 1964, the James W. Sewall Company was hired by Thomaston to produce the Town's first set of tax maps and conduct a town-wide revaluation. This lot was designated as Map 9, Lot 7 and was listed in the 1964 Tax Commitment book as being owned half by Dragon Cement Co. and one-half by A.J. Bird & Co.

In another revaluation in 1974, the lot was now drawn on Map 10, as Lot 2. On the new maps it was marked "TOWN".

In 1978 the Town Meeting voted to trade some Town-owned parcels to the Martin Marietta Corporation in exchange for Map 10, Lot 2. However, the description of the lot voted on does not match this lot and instead matches Map 5, Lot 2, which is the lot Martin Marietta deeded us on 3/10/1980, Book 786, Page 265.

As of 4/1/1980, the ownership of lot was changed to the Town of Thomaston and has remained in that ownership ever since. There was a notation on the card referring to the Martin Marietta transfer of "10-2" to the Town in 1978, apparently referring to the Town Meeting vote.

I cannot find any lien placed by the Town of this lot, although at one time or another nearly every lot owned by A.J. Bird & Co. was taken by the Town for failure to pay the taxes. How Bird may have gotten it from Allen remains a mystery.

It is unclear how much, if any, of the ownership of this parcel we actually own. Dragon did not claim ownership of it in the 1994 Appraisal that was done contesting their assessment that year, and no one has paid any tax on it since 1980. It would probably take someone in a black robe to make the decision as to who actually owns it.

"Wotton Lot A", Map 204, Lot 125

This lot is South of the above lot, also on the West side of the Mill River. In between the two lots is a lot now owned by Keith and Kimi Smith, formerly owned by Lawrence and Raynold Brooks.

On 8/30/2012, a tax lien was placed on the two Wotton Lots, both on Map 204, Lots 125 and 129. Although parts of the same lot, they are separated by the

CMP Corridor that was purchased from Arthur Wotton back in the late 1960s and early 1970s.

As the 2012 taxes were never paid, the lien matured on 3/1/2014 and the parcels have been in the name of the Town of Thomaston ever since and no one has paid taxes on either of them.

Other Considerations

For many years there has been talk of a "Route One Bypass" to ease the traffic congestion in the center of Thomaston. This would run Northerly from US One near the intersection with the Oyster River Road and over to Old County Road, reconnecting with US One via Dexter Street.

Several potential routes have been looked at, with both of the above parcels being a critical part of the possible route.

One proposal is to use the ROW that we think we have over Dragon's property (formerly owned by Alden Austin) to the Melrina I. Brown lot, then take about 200' from the parcel owned by the Smiths and connect to Ashland Drive, a Town Road and then cross Beechwood Street and traverse the Brooks parcel, merging with the route of Ice House Road for a ways, then across Wayne Seekins and George Hall's land to the Town's Pollution Control parcel and then down Studley Lane (which is Town Owned) and then either straight down to US One (which would involve taking a home) or down Oyster River Road or some reasonable alternative (no homes taken).

The other possible route is much the same except dropping down to the Wotton lot and going across Karl Crute's parcel connecting with the ROW that exists to Beechwood Street and then pretty much continuing as stated above.

Attached is a map showing the possible routes.

Respectfully Submitted,



David B. Martucci, CMA
Assessors' Agent
Thomaston, Maine
(207) 354-6107 ext. 109
dmartucci@thomastonmaine.gov

REF	DATED	ITEM
KC 13 p. 63	10/12/1864	Set Off to Joshua Allen Jr. by agreement with Joshua Allen Sr. Heirs
KC 4 p. 369	10/19/1864	Joshua Allen Jr. > Henry D. Allen (Quit Claim)
KC 18 p. 178 ¹	05/23/1867	Henry D. Allen > John T. Berry. Includes "... all my right to a road or passage way from the Town road to the river across land now in possession of Alden Austin."
KC 104 p. 93	9/10/1893	John T. Berry > Melrina I. Brown, "... about 12 acres, be the same more or less."
KC 89 p. 497	9/10/1895	S. Fessenden Allen > John T. Berry (Release of "... all interest or claim of any name or nature.")
KC 89 p. 498	9/10/1895	Melrina I. Brown > Larissa J. Allen (Quit Claim ½ Interest) "The said Allen is to remove the earth and dig or mine said rock or minerals of her one half interest at her own expense ..."
KC 149 p. 535 ²	11/4/1909	Melrina I. Brown > Traction Securities Co.
KC 203 p. 2	4/10/1924	Traction Securities Co. > New England Portland Cement & Lime Co. Melrina I. Brown lot described on page 27.
KC 212 p. 247	2/15/1927	New England Portland Cement & Lime Co. > Lawrence Portland Cement Co. Describes Melrina I. Brown Lot on page 272.
KC 325 p. 20	9/28/1951	Lawrence Portland Cement Co. merges with Dragon Cement Co.
KC 356 p. 1	10/1/1956	Dragon Cement Co. > American Marietta Co. Melrina I. Brown lot described on page 31 as "Lot Fiftieth".
Thomaston Assessing Files	10/31/1962	Redraw of Lawrence Portland Cement 1944 Thomaston Properties Map shows Melrina Brown Lot with some dimensions and bearings as 15.5 A. It is referenced as being in Vol IX, Pg 101 & 268 of the Company Records. It is colored purple which means "Undivided Interest in Limerock and all Topsoil"
Thomaston Assessing Files	4/1/1964	Parcel shown on Tax Map 9 as Lot 7 by James W. Sewall Co. 1964 Tax Commitment Book lists owners as Dragon Cement C. & A.J. Bird & Co.
KC 486 p. 376	4/17/1968	Martin Company & Marietta Company merger Into Martin Marietta Corporation
Thomaston Assessing Files	4/1/1972	Parcel shown on Tax Map 10 as Lot 2 by James W. Sewall Co. and labeled "TOWN". Tax Card lists owners "Dragon Cement ½ Interest & A.J. Bird Co. ½ Interest". Property is taxed ½ exempt.
TMR 11 p. 131	12/11/1978	Town Meeting votes to accept title to Map 10 Lot 2, "... containing fifteen (15) acres, more or less." However description does not match this lot, it matches Map 5 Lot 2, a deed for which is subsequently given by Martin Marietta Corp. to the Town, KC 786 p. 265, 3/10/1980.
Thomaston Assessing Files	4/1/1980	Parcel is fully tax exempt.
KC 897 p. 124 ³	3/7/1983	Martin Marietta Corp. > Cianbro Corp. Melrina I. Brown Lot described on page 159 as "Lot 61".
KC 919 p. 98	8/5/1983	Cianbro Corp. > Passamaquoddy Properties. Melrina I. Brown Lot described on page 133 as "Lot 61".
KC 1009 p. 2	3/4/1985	Passamaquoddy Properties > Passamaquoddy Tribe. Melrina I. Brown Lot described on page 37 as "Lot 61".
KC 1304 p. 149	10/5/1988	Passamaquoddy Tribe > Dragon Products Co., Inc. Melrina I. Brown Lot described on page 186 as "Lot 61".
Thomaston Assessing Files	4/1/1994	Map 10, Lot 2 NOT included in list of Dragon owned properties in Appraisal Report of Coopers & Lybrand LLP for the Dragon Products Co.
Thomaston Assessing Files	4/1/2002-	Shown on Tax Map 204 as Lot 137 by Aerial Survey, Inc. labeled "TOWN". Tax Card lists Town of Thomaston as owner and the parcel is tax exempt.
Thomaston Assessing Files	4/1/2011-	Card lists Town of Thomaston as owner and the parcel is tax exempt.
Thomaston Assessing Files	4/1/2012-	Shown on Tax Map 204 as Lot 137 by Town of Thomaston labeled "TOWN". Tax Card lists Town of Thomaston as owner and the parcel is tax exempt.
Thomaston Assessing Files	Present	Card lists Town of Thomaston as owner and the parcel is tax exempt.

NOTES:

KC = Knox County Registry of Deeds Book.

TMR = Town Meeting Records Book.

¹ Description on this deed does not mention minerals. All deeds include a right to a road to the river across land now or formerly of Alden Austin, same as set off to Joshua Allen, Jr. 10/12/1864, KC 13 p. 63.

² Description on this and subsequent deeds include "... with all its interest in the limerock, marble, and other minerals therein, ..."

³ Description in this deed and subsequent deeds describes parcel as "... designated on the Town of Thomaston Tax Map as Map 10, Lot 2, ..."

This indenture of covenants and agreements of several parts made and concluded this twelfth day of October A.D. one thousand eight hundred and sixty four, by and between Mary Allen widow, Joshua Allen, Orren E. Allen, George H. Allen, Henry D. Allen, Mary Battels, and Marcia S. Morse; all of Thomaston and heirs at law of Joshua Allen late of said Thomaston deceased; Witnesseth, that whereas the said contracting parties are concerned in and joint owners of certain real estate, situated in said Thomaston as heirs at law to said Joshua Allen and whereas the parties herunto are desirous to have and to hold their respective shares in severalty, and to their own use, it is agreed by the said contracting parties, First That the said Mary Allen, widow of the said Joshua Allen shall have and occupy during her natural life of the following, described part of said real estate to wit Beginning on the town road at corner of land of James Morse, thence running South westerly as the road runs twenty rods to a stake; thence commencing at the aforesaid corner of said Morse's land and running southeasterly by the same to a lot of land set off to Marcia Morse; hereinafter described; thence South westerly by same twenty rods to a stake thence North westerly to a stake on the town road here before mentioned, together with all the buildings thereon except one half of the barn, which is to be for the use of Henry Allen And that to be in lieu of and in full for dower in the real estate belonging to the said Joshua Allen

Second It is agreed and determined that Joshua Allen one of said heirs, shall have and hold all that lot or parcel of land lying West of Mill river, and bounded Easterly by said river, southerly by land of heirs of Charles S. Gibson westerly by land of Hall, and northerly by land formerly of Nathaniel Gales, supposed to contain twelve acres

Third It is further agreed that Orren E. Allen another of said heirs shall have and hold all of that piece or parcel of land lying south of the new county road, and bounded Northwesterly by said road Easterly and southerly by land deeded to Lydia A. Allen and said southerly and westerly by land of Henry and James Morse Jr. being a triangular piece

Fourth It is also agreed that George H. Allen another of said heirs, shall have and hold a lot of land beginning on the town road at the Catholic Cemetery lot, thence running southerly by said lot and land of James Morse Jr. sixty eight rods and twelve links to a stake in the wall between the pasture and field, thence Easterly by said wall eleven rods and fifteen links to a stake, thence northerly across the field

Know all Men by these Presents, THAT
I, Joshua Allen of Thomaston in consideration of Three Hundred
Dollars paid by Henry Allen of said Thomaston

the receipt whereof I do hereby acknowledge, have remised, released, and forever quitclaimed, and do for my self and my heirs, by these presents remise, release, and forever quitclaim unto the said Henry Allen his heirs and assigns,

All my right title and interest, as well in law as in equity to all and any real estate wherever found or wherever situated of which Joshua Allen my late father died seized and possessed. And more particularly a lot of land situate in said Thomaston and bounded Easterly by Mill River Southerly by land of heirs of Charles DeLion Westerly by land of Leall and northerly by land formerly of Nathaniel Sales. Supposed to contain about twelve acres, and being the same lot assigned to me by virtue of an instrument of agreement entered into by between the heirs of Joshua Allen senior now deceased, and dated at 1864.

TO HAVE AND TO HOLD the ^{aforementioned premises} same, together with all the privileges and appurtenances thereunto belonging, to the said Henry Allen his

heirs and assigns forever; so that neither I the said Joshua Allen

nor my heirs, or any other person or persons, claiming from or under me or them, or in the name, right or stead of me or them shall or will, by any way or means, have claim, or demand any right or title to the aforesaid premises, or their appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, I the said Joshua Allen and Martha A Allen my wife relinquishing all right to down in the premises

have hereunto set our hands and seals, this nineteenth day of October in the year of our Lord one thousand eight hundred and eighty four.

Signed, sealed and delivered in presence of
Bened Sales Joshua Allen Esq
Joshua Allen Esq

Y. W. Wain SS Oct-19 1864. Then Joshua Allen the above-named
free act and deed—before me. acknowledged the above instrument to be his
Bened Sales Justice of the Peace.

KNOX, SS.—Received Oct-21 1864 at 9 o'clock and 5 minutes, P. M.
Recorded and compared, G. W. White Register of Deeds.

Know all Men by these Presents, That

Henry D. Allen of Thomaston
in consideration of the sum of One hundred & ninety Dollars
paid by John T. Berry of Rockland
the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain sell, and convey unto the said

John T. Berry his
Heirs and Assigns forever A lot of land situated in Thomaston and
bounded Easterly by Mill river Southerly by land of
hus of Charles S. Nelson Westerly by land of George
Hall and Northerly by land formerly of Nathl
Falls and supposed to contain about twelve
acres be the same more or less also all my
right to a road or passage way from the town
road to the river across land now in possession
of Alden Austin

U.S. Stamp \$ 50

TO HAVE AND TO HOLD the aforegranted & bargained Premises with all the privileges and appurtenances thereof,
to the said John T. Berry his
Heirs and Assigns, to their use and behoof forever. And I do covenant with the said
John T. Berry his Heirs and Assigns, that I am
lawfully seized in fee of the premises, that they are free of all incumbrances: that I have good right
to sell and convey the same to the said John T. Berry to hold
as aforesaid and that I and my Heirs shall and will
WARRANT AND DEFEND the same to the said John T. Berry
right to his Heirs and Assigns forever, against the lawful claims and demands of all persons. except the
IN WITNESS WHEREOF, I the said Henry D. Allen

have hereunto set my hand and seal this twenty third day of May
in the year of our Lord one thousand eight hundred and sixty seven

Signed, Sealed and Delivered }
in presence of }
Beder Taler Henry D. Allen. L.S.
Henry D. Allen Knox ss. May 23rd 1867 Personally appeared the above named
and acknowledged the above Instrument to be his free act and deed.

BEFORE ME,
KNOX, ss. Received June 7th 1867 at 10 o'clock and 40 minutes.
Recorded and compared. Beder Taler Justice of the Peace. C. M. Register of Deeds.

Know all Men by these Presents, That

I, John T. Berry of Rockland, in the County of Knox and State of Maine, in consideration of one hundred seventy five dollars, paid by Melissa S. Brown of Thomaston, in said Knox County,

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Melissa S. Brown her heirs and assigns forever,

a certain lot or parcel of land situated in said Thomaston, and bounded and described as follows, to wit; easterly by Mill river; southerly by land of heirs of Charles S. Tillson; westerly by land of George Hall; and northerly by land formerly of Nathaniel Fales, and supposed to contain about twelve acres, be the same, more or less, also all my right to a road or passage way from the town road to the river across land now or formerly in possession of Alden Austin, being the same premises conveyed to me by Henry D. Allen, by his deed dated May 23rd, 1867, recorded Book 18, page 178.

To Have and to Hold, the foregoing and bargained premises, with all the privileges and appurtenances thereof, to the said Melissa S. Brown, her heirs and assigns, to their use and behoof forever. And do covenant with the said Grantee her

heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, her heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Grantor and Evelyn wife of the said grantor in testimony of relinquishment of her right of dower in the above described premises, have hereunto set our hand and seal this tenth day of September in the year of our Lord one thousand eight hundred and ninety five.

Signed, Sealed and Delivered in presence of Philip Howard John T. Berry L. S. Wainnie Kelly Evelyn Berry L. S.

State of Maine, Knox, ss. September 10, 1895. Personally appeared the above named John T. Berry and acknowledged the above instrument to be his free act and deed

Before me, Philip Howard, JUSTICE OF THE PEACE.

Received September 10, 1895, at 7 o'clock 5 m. P. M., and recorded according to the original.

Attest: Frank B. Miller REGISTER.

Know all Men by these Presents, That

I Fessenden Allen of Thomaston county of Knox and state of Maine in consideration of one dollar and other good considerations paid by John T. Berry of Rockland in said county of Knox State of Maine

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said John T. Berry and his

Heirs and Assigns forever, all my right, title and interest in and to a lot of land, situated in said Thomaston and bounded easterly by Mill pond, southerly by land of Isaac of Charles D. Tilton, westerly by land of George Hall, and northerly by land formerly of Nathl. Pade (now Daniel May) supposed to contain about twelve acres, be the same more or less. Also all my right to a road or passage way from the town road to the pond, across land in possession of Alden Austin, being the same premises & right of way, described in deed of Henry D. Allen to said John T. Berry, dated May 23, 1867, recorded in Knox Co., Book 18, Page 178. This deed is meant specially to cover any verbal or other understanding with said Berry that I should have the privilege of buying said premises, & he is now at liberty to sell and convey to anyone he chooses, without any regard to myself, I hereby releasing all interest or claim of any name or nature.

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging to the said John T. Berry and his Heirs and Assigns forever.

And I do covenant with the said John T. Berry and his Heirs, and Assigns, that I will warrant and forever defend the Premises, to the said John T. Berry and his Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.

In Witness Whereof, I the said Fessenden Allen and Harriet J. Allen wife of the said Fessenden Allen in testimony of her relinquishment of my right of dower, in the above described premises, have hereunto set our hand & seal this tenth day of September in the year of our Lord one thousand eight hundred and ninety five.

Signed, Sealed and Delivered in presence of

J. E. Moore D. J. A.
E. H. Robinson D. J. A.

S. F. Allen L. J.
D. J. Allen L. J.

State of Maine. Knox, ss. Sept 10, 1895. Personally appeared the above named Fessenden Allen and acknowledged the above instrument to be his free act and deed

Before me, Joseph E. Moore JUSTICE OF THE PEACE. Received September 11, 1895 at 7 o'clock p. M., and recorded according to the original. Attest: Frank B. Miller REGISTER.

Know all Men by these Presents, That

Melana J Brown of Thomaston, in the county of Essex and state of Maine

in consideration of *one dollar* paid by *Barbara J Allen of said Thomaston*

the receipt whereof *I* do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said *Barbara J Allen her* Heirs and Assigns forever, ^{*one half of my*} right, title and interest in and to *all the lime rock*

and minerals found in the following described lot of land situate in said Thomaston, and bounded and described as follows, to wit: Easterly by Mill river; southerly by land of them of Charles S Tillow; westerly by land of George Hall; and northerly by land formerly of Nathaniel Puley, and supposed to contain trilled coal, by the same more or less. The said Allen is to remove the earth and dig or mine out rock or minerals of her one half interest at her own expense; also granting and giving to said Allen a right in common with me to use the road or passage way from the town road to the river across land now or formerly in possession of Allen heretofore.

To have and to hold, the same, together with all the privileges and appurtenances thereunto belonging to the said *grantee her* Heirs and Assigns forever.

And ~~do covenant with the said~~ Heirs, and Assigns, that ~~will warrant and forever defend the Premises, to~~ the said ~~Heirs and Assigns forever, against the lawful claims and demands of all persons claiming by, through or under me.~~

In Witness Whereof, *I* the said *grantor* and *J. Charles W. Brown, husband* wife of the said *grantor* in testimony of *my* relinquishment of *my* right of dower in the ^{*said*} above described premises, have hereunto set *our* hands and seals this *twelfth* day of *September* in the year of our Lord one thousand eight hundred and *ninety five*.

Signed, Sealed and Delivered in presence of
Philip Howard *Melana J Brown, L.S.*
to both *Charles W. Brown, L.S.*

State of *Maine*. *Inox, ss.* *Sept. 10* 189*5*. Personally appeared the above named *Melana J Brown* and acknowledged the above instrument to be *her* free act and deed

Before me, *Philip Howard* JUSTICE OF THE PEACE.
Received *September 10* 189*5* at *7 o'clock 10 m.* P. M., and recorded according to the original.
Attest: *Frank B. Miller* REGISTER.

Know all Men by these Presents, That

I Melena S. Brown, of Thomaston in the county of Knox and State of Maine

in consideration of One Hundred Dollars and other good and valuable considerations paid by Praction Securities Company, a corporation organized and existing under the laws of the State of Maine, having an established place of business in Portland, in the County of Cumberland and State of Maine the receipt whereof

State of Maine
✓

do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Praction Securities Company, its successors heirs and assigns forever a certain lot or parcel of land together with all my interest in the Limerock, marble, and other minerals therein, situated in said Thomaston and bounded and described as follows to wit: - Easterly by Mill river, southerly by land of heirs of Charles S. Tilton, westerly by land of George Hall and northerly by land of formerly of Nathaniel Gales now Daniel Mays and supposed to contain about twelve acres in the same more or less, also all my right to a road or passage way from the town road to the pier across land now or formerly in possession of Eldge Justice being the same that was set off to Joshua Allen Jr. by partition of the estate of Joshua Allen dated Oct. 12, 1864; and being also the same property conveyed to me, by John V. Berry by warranty deed dated Sept. 16, A. D., 1895, and recorded in Knox Registry of Deeds, book 104, page 93.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Praction Securities Company, its successors heirs and assigns, to their use and behoof forever. And I do covenant with the said Grantee, its successors

heirs and assigns, that I am lawfully seized in fee of the premises; that they are free of all incumbrances; that I have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that I and my heirs shall and will warrant and defend the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, I the said Melena S. Brown, widow and of the said

in the above described premises, have hereunto set my hand and seal this fourth day of November in the year of our Lord one thousand nine hundred and nine

SEEN, BEARD AND DELIVERED TO THE GRANTEE
E. B. MacArthur Melena S. Brown S.S.

State of Maine, Knox, ss. Portland, November 4 1909. Personally appeared the above named Melena S. Brown

and acknowledged the above instrument to be her free act and deed. Before me, Edward B. MacArthur Notary Public Justice of the Peace.

Received Dec 1 1909, at 4 o'clock 57 m. P. M., and recorded according to the original. Attest: Clarence S. Paul, REGISTER.

DOHERTY LOT. 5 acres, 14 rods.

Also another lot or parcel of land, situate in said Thomaston, bounded and described as follows, to wit: Beginning at stake and stones on the southerly side of the New County Road and at the northeasterly corner of lot owned by Cornelius Hanrahan in his lifetime; thence S.48 dg.E.27 rods and 2 links; thence S.43½ dg.W.6 rods and 16 links to land of James Morse; thence S.59½ dg.E.37 rods, 1 link; thence N. 44 ¾ dg.E.9 rods 20½ links to land owned by said Hanrahan in his lifetime; thence 45½ dg.W.57 rods, 7 links to the County Road; thence S.80 dg.W.15 rods and 20½ links by the road to first bounds, containing 5 acres and 14 square rods, more or less, and being the same premises as conveyed by Orrin Allen and Lydia A. Allen by their warranty deed dated June 25, 1872, and recorded Book 31, page 47, Knox Registry of Deeds.

DOHERTY QUARRY. 100 rods.

Also another certain lot or parcel of land situate in said Thomaston, bounded and described as follows, to wit:- Beginning at stake and stones in the line of James Morse' land at the southerly corner of land sold to Cornelius Hanrahan; thence S.59½ dg.E. by said James Morse's land and land of Henry Morse from the road leading from the New County Road to the Marsh Road; thence northerly by said road to land of John Thornton; thence N.45½ dg.W. to land of C. Doherty; thence S.44 ¾ dg. W. by land of said Doherty about 10 rods to first bounds, containing 100 square rods, more or less, and being the same premises as conveyed by Orrin Allen and Lydia A. Allen by their warranty deed to Cornelius Hanrahan, dated July 3, 1872, and recorded in Book 31, page 61, Knox Registry of Deeds.

The foregoing described lots were devised to Cornelius Doherty in the third clause of the last will and testament of Cornelius Hanrahan, which was approved the third Tuesday of May, A. D. 1893, an abstract of which conveying real estate is recorded in Book 97, page 126, Knox Registry.

The above described premises were conveyed by Cornelius Doherty to the Traction Securities Company by his warranty deed dated Nov. 1, 1909, and recorded in Book 146, page 504, Knox Registry of Deeds.

MELRENA I. BROWN LOT.

Also a certain lot or parcel of land, together with all our interest in the limerock, marble and other minerals therein, situate in said Thomaston, bounded and described as follows, to wit:- Easterly by Mill River; southerly by land of heirs of Chas. Tillson; westerly by land of Geo. Hall; and northerly by land formerly of Nathaniel Pales, now of Daniel Mayo, and supposed to contain about 12 acres, be the same more or less.

Also all our right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen, dated Oct. 12, 1864, and being also the same property conveyed to Melrena I. Brown by John T. Berry by his warranty deed dated Sept. 10, 1895, and recorded in Knox Registry of Deeds, Book 104, page 93.

The above described premises were conveyed by Melrena I. Brown to the Traction Securities Company by her warranty deed dated Nov. 4, 1909, and recorded in Book 149, Page 535, Knox Registry of Deeds.

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ius Hanrahan by his warranty deed dated Nov. 20, 1871, and recorded in Book 29 Page 160, Knox Registry of Deeds.

DOHERTY LOT 5, acres 14 rods.

Also another lot or parcel of land situate in said Thomaston bounded and described as follows, to wit; Beginning at stake and stones on the southerly side of the New County Road and at the northeasterly corner of lot owned by Cornelius Hanrahan in his lifetime; thence south-forty-eight (48) degrees east twenty-seven (27) rods and two (2) links thence south forty-three and one half (43½) degrees west six (6) rods and sixteen (16) links to land of James Morse; thence south fifty-nine and one-half (59½) degrees east thirty-seven (37) rods and one (1) link; thence north forty-four and three fourths (44 ¾) degrees east nine (9) rods twenty and one-half (20½) links to land owned by said Hanrahan in his lifetime; thence forty-five and one-half (45½) degrees west fifty-seven (57) rods and seven (7) links to the County Road; thence south eighty (80) degrees west fifteen (15) rods and twenty and one-half (20½) links by the road to first bounds, containing five (5) acres and fourteen (14) square rods, more or less, and being the same premises as conveyed by Orrin Allen and Lydia A. Allen by their warranty deed dated June 25, 1872, and recorded Book 31 Page 47, Knox Registry of Deeds.

DOHERTY QUARRY 100 rods.

Also another certain lot or parcel of land situate in said Thomaston, bounded and described as follows, to wit; Beginning at stake and stones in the line of James Morse's land at the southerly corner of land sold to Cornelius Hanrahan; thence south fifty-nine and one half (59½) degrees east by said James Morse's land and land of Henry Morse from the road leading from the New County Road to the Marsh Road; thence northerly by said road to land of John Thornton; thence north forty-five and one half (45½) degrees west to land of C. Doherty; thence south forty-four and three fourths (44 ¾) degrees west by land of said Doherty about ten (10) rods to first bounds, containing one hundred (100) square rods more or less, and being the same premises as conveyed by Orrin Allen and Lydia A. Allen by their warranty deed to Cornelius Hanrahan, dated July 3, 1872, and recorded in Book 31, Page 61, Knox Registry of Deeds.

The foregoing described lots were devised to Cornelius Doherty in the third clause of the last will and testament of Cornelius Hanrahan, which was approved the third Tuesday of May A. D. 1893, an abstract of which conveying real estate is recorded in Book 97, Page 126, Knox Registry.

The above described premises were conveyed by Cornelius Doherty to the Traction Securities Company by his warranty deed dated Nov 1. 1909, and recorded in Book 146, Page 504, Knox Registry of Deeds.

MELRENA I. BROWN LOT.

Also a certain lot or parcel of land, together with all its interest in the limerock, marble and othr minerals therein, situate in said Thomaston, bounded and described as follows, to wit; Easterly by Mill River; southerly by land of heirs of Chas. Tillson; westerly by land of Geo. Hall; and northerly by land formerly of Nathaniel Fales, now Daniel Mayo, and supposed to contain about twelve (12) acres, be the same more or less.

Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was setoff to Joshua Allen Jr., in partition of the estate of Joshua Allen, dated Oct. 12, 1864, and being also the same property conveyed to Melrena I. Brown by John T. Berry by his warranty deed dated September 10, 1895, and recorded in Knox Registry of Deeds, Book 104, Page 93.

The above described premises were conveyed by Melrena I. Brown to the Traction Securities Company by her warranty deed dated Nov. 4, 1909, and recorded in Book 149, Page 535, Knox Registry of Deeds.

MC NAMARA Lot.

Also one undivided third part of all the limerock and ledges lying onor being within the limits of a certain piece of land, situate in said Thomaston, bounded and described as follows, viz; Bounded northerly by the highway leading from Blackington's Corner past Merritt Austin's house to Mill River; easterly by land formerly owned by Merritt Austin; southerly by the line of the quarries formerly owned by Wm. Cole and John Stackpole; westerly by land of Chas. B. Morse. The land within the limits above specified being land of the late James Morse. For further rights, privileges and concessions see Vol 29, Page 528, Knox County Registry of Deeds, and privileges conveyed by Chas. B. Morse to Patrick McNamara as per volume and page above referred to.

The above described premises were conveyed by Sarah E. McNamara and May E. Thompson to the Traction Securities Company by their warranty deed dated Sept. 1 1910, and recorded in Book 150, Page 574, Knox Registry of Deeds.

WOODMAN LOT.

Also A certain lot or parcel of land, with all the buildings thereon, situate in said Thomaston, and bounded and described as follows, to wit; Beginning at a round top granite monument at the northerly side of the highway known as the New County Road leading from Thomaston to Rockland at the southeasterly corner of land formerly of Ernest H. Nichols, said monument being situated two thousand five hundred ninety-one and two-tenths (2,591.2) feet southwesterly from the westerly side of Dexter Street measured along the northerly side of the said New County Road; thence north sixty-nine (69) degrees twenty (20) minutes west by land formerly of said Nichols four hundred forty and three tenths (440.3) feet to a round top granite monument at the northeasterly corner of said Nichols' land; thence south thirty (30) degrees forty-three (43) minutes west by land of said Nichols one hundred fifty-one and three tenths (151.3) feet to a round top granite monument at the northeasterly line of land formerly of James Smith, then of J. S. Willoughby and then of said Nichols; thence north seventy four (74) degrees thirty-nine (39) minutes west by land of said Smith and land of M. L. Simmons one thousand two hundred fifty seven (1,257) feet to a round top granite monument at the southerly corner of land of Chas. C. Rokes, formerly of J. A. Creighton; thence north fifty-four (54) degrees thirty-three (33) minutes east by said Rokes' land nine hundred twenty-nine and four-tenths (929.4) feet to a round top granite monument at the southwesterly line of land of Frank W. Morse, formerly of Chas. B. Morse; thence south sixty-two (62) degrees forty-three (43) minutes east by land of said Morse five hundred ninety-

which are issued and outstanding and fully paid and non-assessable, and owned by Lawrence Portland Cement Company. The capital stock of said Dragon Cement Company, Inc. is of the character described in its Certificate of Organization, which was executed and recorded in the office of the Register of Deeds of Knox County on September 21, 1951 and filed in the office of the Secretary of State of Maine on September 21, 1951 and in its By-Laws which were adopted on September 21, 1951, copies of which are on file with the Clerk of the corporation at its principal office, Thomaston, Maine;

WHEREAS, Lawrence Portland Cement Company is a corporation duly organized and existing under the Laws of the Commonwealth of Pennsylvania, with an authorized capital stock of Three Million Dollars (\$3,000,000) divided into Three Hundred Thousand (300,000) shares, all of which are common shares of Ten Dollars (\$10.00) par value, of which 225,000 shares of Common Stock are now issued and outstanding and fully paid and non-assessable, such Common Stock being of the character described in its amended Articles of Incorporation, which was filed and recorded in the office of the Secretary of the Commonwealth of Pennsylvania on December 16, 1948;

WHEREAS, the laws of the State of Maine and of the Commonwealth of Pennsylvania, authorize the merger of a corporation of the Commonwealth of Pennsylvania into a corporation of the State of Maine; and

WHEREAS, in the judgment of the respective Boards of Directors of Dragon Cement Company, Inc. and Lawrence Portland Cement Company it is for the best interests of their respective corporations and their respective stockholders to merge into Dragon Cement Company, Inc. said Lawrence Portland Cement Company, under and pursuant to the provisions of the Laws of the State of Maine and the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants and grants herein contained, it is agreed as follows:

FIRST: Lawrence Portland Cement Company shall be and the same hereby is merged into Dragon Cement Company, Inc. and Dragon Cement Company, Inc. does hereby merge into itself Lawrence Portland Cement Company, Dragon Cement Company, Inc. continuing as the surviving corporation.

The name of the surviving corporation shall be Dragon Cement Company, Inc., and the constituent corporation, Lawrence Portland Cement Company, consents that upon the consummation of the act of merger under this agreement the surviving corporation may become authorized to transact business in the State of New Jersey under the name of Dragon Cement Company, Inc.

SECOND: Upon the consummation of the act of merger under this Agreement of Merger the surviving corporation shall possess and continue to be vested with all and singular the rights, privileges, powers, franchises and immunities as well of a public as of a private nature of Dragon Cement Company, Inc. and shall be possessed of and is hereby vested with all and singular the rights, privileges, powers, franchises, and immunities as well of a public as of a private nature of Lawrence Portland Cement Company and with all the property, real, personal and mixed, and all debts due

FORTY-EIGHTH: Bird-Linnell Lot, Thomaston. Also another certain lot or parcel of land situate in said Thomaston, bounded and described as follows, to wit:- Beginning at the northeast corner of A. Hildreth's house lot thence running north eighty-three (83) degrees west eight (8) rods and twenty (20) links; thence south seventy-two (72) degrees west twenty (20) rods to stake and stones; thence north thirty-six (36) degrees west six (6) rods and seventeen (17) links to stake and stones; thence north thirteen (13) rods and eleven (11) links to stake and stones; thence north twelve (12) degrees east sixty (60) rods to land of R. Jacobs; thence south seventy-four (74) degrees east forty-four (44) rods to the Mill Pond; thence following the shore of said Pond down the same until it makes a line with the first mentioned bounds; thence northerly to meet the same agreeable to a survey and plan made by William Balcolm, April 27, 1849, together with the right to the road that leads from the bridge by Hildreth's house to said land; said land containing fifteen (15) acres more or less, and being the same conveyed to Franklin Farrand by Judith Wheaton by her warranty deed dated May 26, 1849, and recorded in Book 14, Page 444, East Lincoln (now Knox) Registry of Deeds, and same conveyed to Adoniram J. Bird and Herbert R. Linnell by A. Austin Farrand by his deed dated November 30, 1909, said Farrand acquiring his title thereto as son and heir at law of Franklin Farrand, late of said Thomaston deceased.

The above premises were conveyed by said Bird and Linnell to the Traction Securities Company by their warranty deed dated November 30, 1909, and recorded in Book 149, Page 529, Knox Registry of Deeds.

The foregoing lot is the same described in deed of New England Portland Cement & Lime Company to Lawrence Portland Cement Company recorded in Knox Registry of Deeds, Book 212, Page 247.

FORTY-NINTH: Doe-Benner Lot, Thomaston. Also a certain lot or parcel of land, situate in said Thomaston on the Marsh Road, so called, and bounded northerly by woodland now or formerly of Mrs. Cole; easterly by land of Fred B. Doe (now or formerly); southerly by the Old Thomaston Road and known as the Marsh Road; and west by land of Woodcock and known as the Woodcock field; being the same premises conveyed to Adelbert Benner by Ella W. Dunn and others, heirs-at-law of Albert F. Watts by warranty deed dated September 10, 1906, recorded Book 142, Page 151.

The above described premises were conveyed by Adelbert Benner to the Traction Securities Company by his warranty deed dated December 17, 1909, and recorded in Book 149, Page 588, Knox Registry of Deeds.

The foregoing lot is the same described in deed of New England Portland Cement & Lime Company to Lawrence Portland Cement Company recorded in Knox Registry of Deeds, Book 212, Page 247.

FIFTIETH: Melrena I. Brown Lot, Thomaston. Also a certain lot or parcel of land, together with all its interest in the limerock, marble, and other minerals therein, situate in said Thomaston, bounded and described as follows, to wit:-

Easterly by Mill River; southerly by land of heirs of Charles Tillson; westerly by land of George Hall; and northerly by land formerly of Nathaniel Fales, now Daniel Mayo, and supposed to contain about twelve (12) acres, be the same more or less.

Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen, dated October 12, 1864, and being also the same property conveyed to Melrena I. Brown by John T. Berry by his warranty deed dated September 10, 1895, and recorded in Knox Registry of Deeds, Book 104, Page 93.

The above described premises were conveyed by Melrena I. Brown to the Traction Securities Company by her warranty deed dated November 4, 1909, and recorded in Book 149, Page 535, Knox Registry of Deeds.

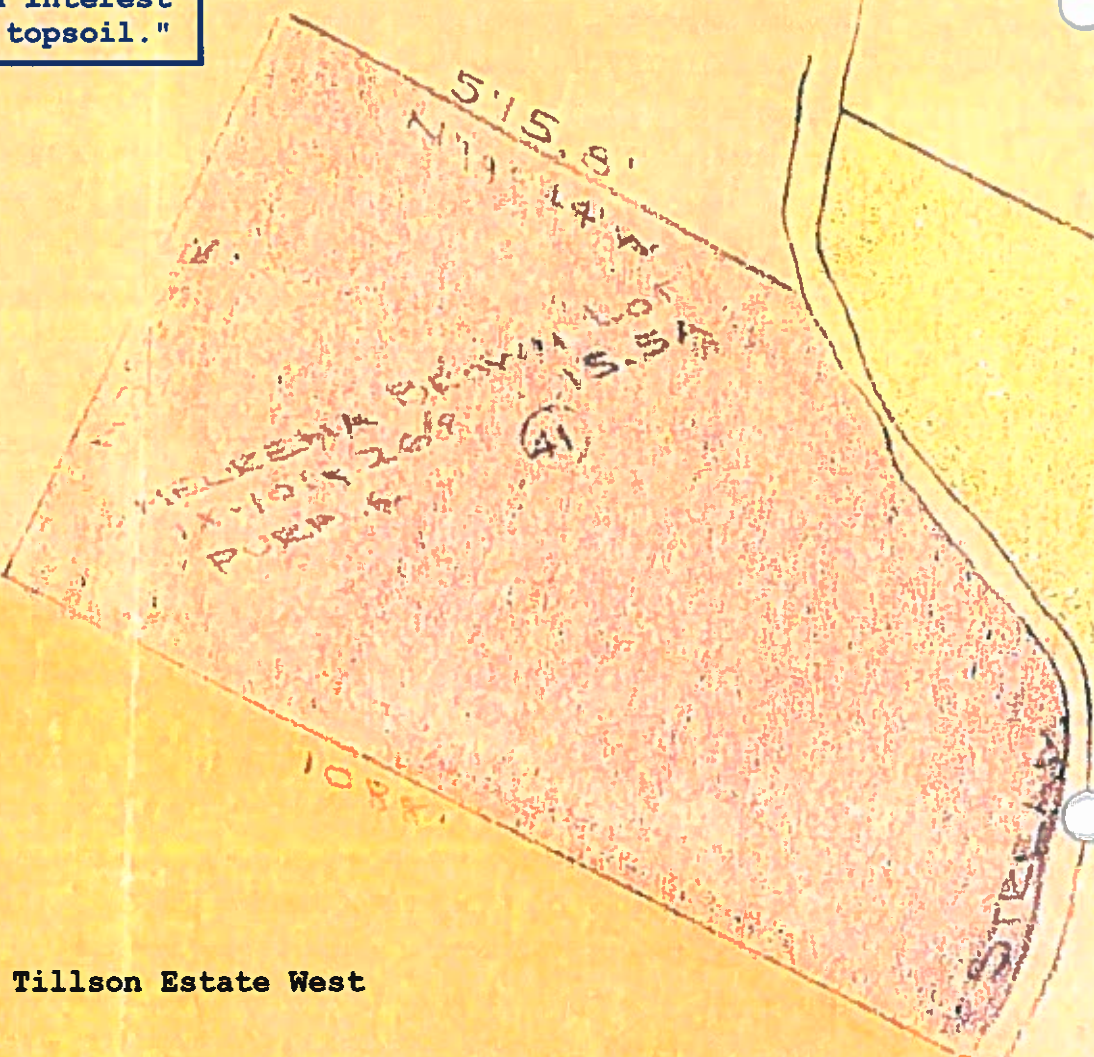
The foregoing lot is the same described in deed of New England Portland Cement & Lime Company to Lawrence Portland Cement Company recorded in Knox Registry of Deeds, Book 212, Page 247.

FIFTY-FIRST: Fresh Meadow Lot, Rockland. All interest in "all the marble and limerock" contained in and on a lot in Rockland, at a place called Fresh Meadow containing 3 acres more or less, bounded:

Beginning at an elm tree at the widow James' Meadow; running east, southerly 8 rods and 1/2 by land of Comfort Barrows to a birch tree in the limerock; from thence 14 1/2 rods to a white birch for a corner; from thence running NW 28 rods to a stake at the river by the land of the heirs of John S. Shibles; thence running down the stream 18 rods to a stake; from thence by the land of the widow James to the first mentioned bound marked, together with all the estate, right, title, interest and property, claim and demand whatsoever which Comfort Barrows in his lifetime in and to the aforementioned premises with the appurtenances or to any part thereof, and being the same premises conveyed to Benjamin Blackington by Comfort Barrows by his deed of December 21, 1784, Book 32, Page 137, Lincoln Registry of Deeds, Book 2, Page 447, Lincoln records on file Knox Registry of Deeds; and by Jacob Ulmer conveyed to James W. Blackington by his deed dated January 10, 1814, Book 132, Page 158, Lincoln Registry, in which deed liberty was given and granted to said Blackington to dig the soil to come at the blowing, splitting and digging said rock, with liberty to come to pass across said Ulmer's land to the County Road with said rock in the winter time, and it shall not be injurious to said Ulmer's land. Said premises were conveyed by Olivia J. Atkins and Emma A. Blackington, children of the said James W. Blackington, to Adoniram J. F. Ingraham by their deed dated September 8, 1888, and recorded in Knox Registry of Deeds, Book 78, Page 577, and by said Ingraham to L. B. Keen by his deed of February 5, 1889, recorded in Knox Registry of Deeds, Book 79, Page 567.

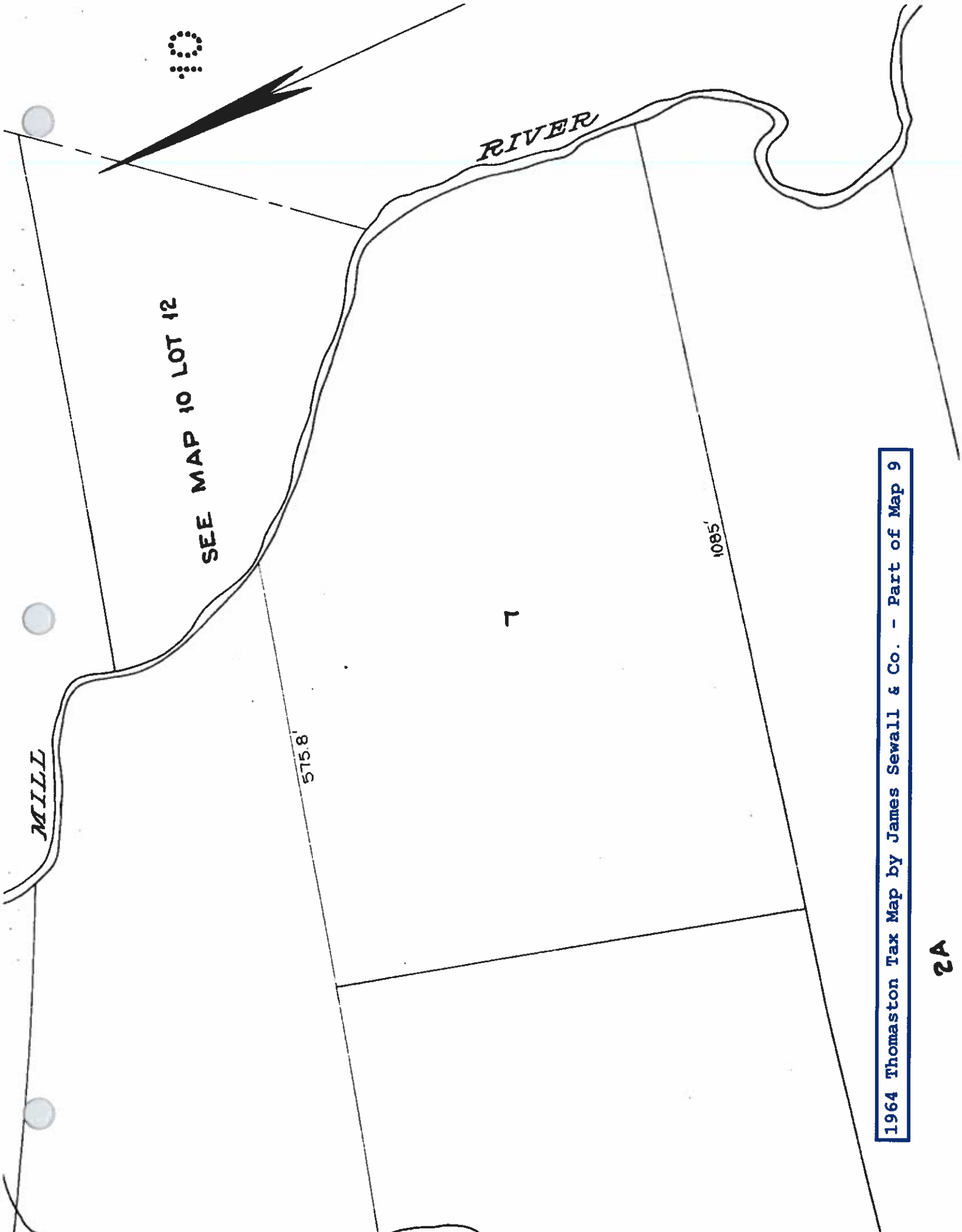
Lucien B. Keen conveyed to the Traction Securities Company by warranty deed dated November 13, 1909, recorded in Knox Registry of Deeds, Book 149, Page 540.

P/O Lawrence Portland Cement
1944 Thomastown Properties Map
updated 1962. Purple Color
indicates "Undivided interest
in limerock and all topsoil."



Tillson Estate West





SEE MAP 10 LOT 12

575.8'

1095'

7

1964 Thomaston Tax Map by James Sewall & Co. - Part of Map 9

2A

ASSESSED VALUATIONS AND TAXES

COMMITMENT BOOK

YEAR 19 64

MAINE

PAGE 17

RESIDENT

*CODE FOR DESCRIPTION OF PERSONAL PROPERTY IS ON TITLE PAGE OF THIS BOOK.
†FOR MAP REFERENCES, IF USED, SEE TITLE PAGE.

	REAL ESTATE			PERSONAL PROPERTY			TOTAL VALUATION REAL & PERSONAL PROPERTY	P C T	TAXPAYER'S NAME & ADDRESS	DESCRIP † ASSIGNED MAP IN REPLY TO MAPS
	LAND	BUILDINGS	TOTAL	*CODE	VALUE	TOTAL				
1									Robert Doak Thomaston	
2	500.00	6960.00	7460.00				7460.00		Alexander J. & Ann Donaldson 2 Water Street Thomaston	21 89
3				1 6	500.00 580.00	1080.00	1080.00		A. J. Donaldson News Stand Main Street Thomaston	
4	1240.00	3930.00	5170.00				5170.00		John J. & Mary Donohue 8 Erin Street Thomaston	25 50
5									Richard Dooley 8 Erin Street Thomaston	
6	2680.00	10430.00	13110.00				13110.00		Kendrick W. Dorman New County Road Kennebunk Rockland	15 9
7				1 3 6	50.00 1560.00 550.00	2160.00 2160.00	2160.00 2160.00		Kendrick Dorman Dairy Dream Rockland	
8				1	1200.00	1200.00	1200.00		William E. Dorman & Sons 27 Hyler Street Thomaston	
9	281470.00	1674830.00	1956300.00				1956300.00		Dragon Cement Co. Box 189 Thomaston	6 2
10	350.00		350.00				350.00		Dragon Cement Co. Box 189 Thomaston	7 3
11	70.00		70.00				70.00		Dragon Cement Co. & A.J. Bird & Co. Thomaston	9 7
12	87760.00		87760.00				87760.00		Dragon Cement Co. Box 189 Thomaston	10 10
13	570.00		570.00				570.00		Dragon Cement Co. Box 189 Thomaston	10 12
14	2580.00		2580.00				2580.00		Dragon Cement Co. Box 189 Thomaston	14 8
TOTALS	377220	1696150	2073370		4440	4440	2077810			

ARTICLES AND PLAN OF CONSOLIDATION
CONSOLIDATING
THE MARTIN COMPANY AND AMERICAN-MARIETTA COMPANY
TO FORM
MARTIN MARIETTA CORPORATION

Articles and Plan of Consolidation, entered into this 9th day of October, 1961, between The Martin Company, a Maryland corporation, and American-Marietta Company, an Illinois corporation.

ARTICLE I

The corporations which are parties to these Articles and Plan of Consolidation are The Martin Company (hereinafter called "Martin"), a corporation, having capital stock, organized and existing under the laws of the State of Maryland, and American-Marietta Company (hereinafter called "A-M"), a corporation, having capital stock, organized and existing under the laws of the State of Illinois. Martin and A-M have agreed, pursuant to requisite authority, to consolidate and thereby form a new corporation. The terms and conditions of the consolidation and the mode of carrying the same into effect shall be as herein set forth.

ARTICLE II

The name of the new corporation, resulting from the said consolidation, shall be "Martin Marietta Corporation" (hereinafter called "Corporation"), and shall be formed under the laws of the State of Maryland.

ARTICLE III

Martin was incorporated on December 5, 1928, under the general statutes of the State of Maryland authorizing the formation of corporations. A-M was incorporated on September 12, 1930, under the general statutes of the State of Illinois, authorizing the formation of business corporations. A-M is qualified to do business in the State of Maryland, having so qualified on November 28, 1955.

ARTICLE IV

The charter of the Corporation shall be as stated in this ARTICLE IV:

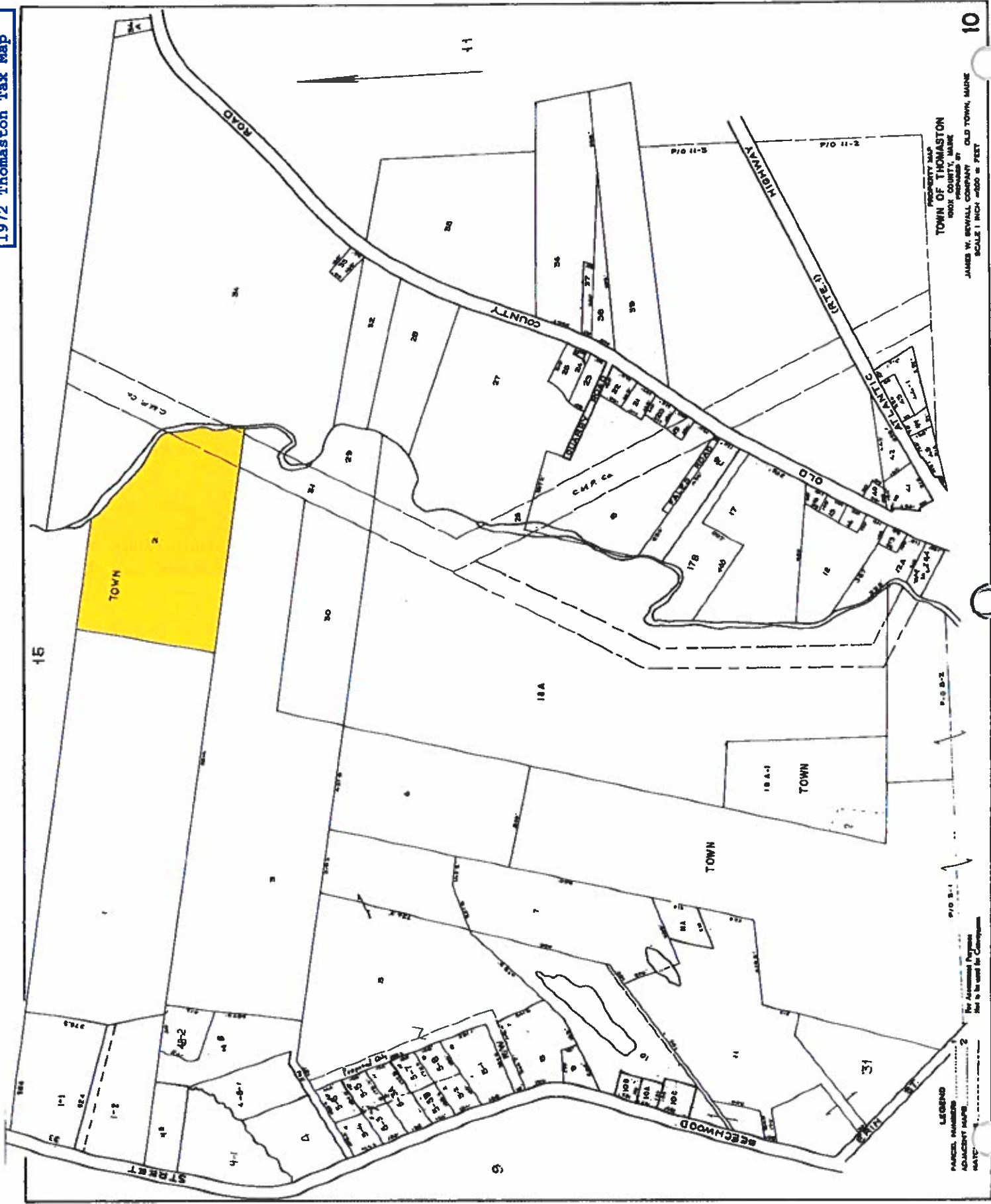
FIRST: Name. The name of the corporation (which is hereinafter called "Corporation") is Martin Marietta Corporation.

SECOND: Period of Duration. The period of duration of the Corporation is perpetual.

THIRD: Purposes, Objects and Powers. The purposes for which the Corporation is formed and the business or objects to be carried on and promoted by it are as follows:

Clause (1). To engage in and carry on the business of creating, developing, manufacturing, testing, transporting and making ready for use all kinds of missiles, electronics, electronic devices and substances, spacecraft, defense equipment and systems, and nuclear reactors and devices, and modifying, repairing, altering, licensing, buying, selling and dealing in all such articles and other property of every kind and character used in connection therewith.

Clause (2). To engage in and carry on the business of manufacturing, repairing, altering, using, licensing, buying, selling and dealing in and with vehicles of all kinds, engines, motors, machinery,



PROPERTY MAP
 TOWN OF THOMASTON
 WOX COUNTY, MAINE
 PREPARED BY
 JAMES W. BEVALL COMPANY
 OLD TOWN, MAINE
 SCALE: 1" = 100' ± FEET

LEGEND
 PARCEL NUMBER
 ADJACENT MAPS
 MAP SCALE
 P10 B-1
 P10 B-2
 For Assessment Purposes
 Not to be used for Contiguity

PROPERTY ADDRESS: Bedford Street

10 MAP NUMBER

2 PARCEL NUMBER

CLASS

ROUTING NUMBER

OF CARD NO.

RECORD OF OWNERSHIP

ASSESSMENT RECORD

Dragon Cement Co. 1/2 Int.
A. J. Bird & Co. 1/2 Int.
(Brown Lot)

LAND 70
BLDG. 70
TOTAL 1972

LAND 650
BLDG. 650
TOTAL 1973

BUILDING PERMIT RECORD

PURPOSE NUMBER DATE AMOUNT

VOID

LAND 650
BLDG. 650
TOTAL 1979

LAND 1900
BLDG. 1900
TOTAL 1900

LAND COMPUTATIONS

SALES DATA

FRONTAGE	DEPTH	2 GROSS	3 MORE	UNIT VALUE	DEPTH FACTOR	ACTUAL VALUE	LAND VALUE	LAND VALUE
4' 8"	12			50		600	1200	
9	2			25		50	100	

DATE	NO.	YR.	TYPE	SALE PRICE	SOURCE	VALIDITY
			1 LAND 2 I & B		1 BUYER 2 SELLER 3 FEE 4 AGENT	1 YES 2 NO
			1 2		1 2 3 4	1 2
			1 2		1 2 3 4	1 2
			1 2		1 2 3 4	1 2

LOT DEPRECIATION

CORNER INFLUENCE

CATEGORY CODE

NO. OF ACRES	RATE
14	1/2 int

12 x 300 = 3600

2 x 100 = 200

3800 x .5 = 1900

TOTAL VALUE LAND (GROSS)

TOTAL VALUE BUILDINGS

TOTAL VALUE LAND AND BUILDINGS

LAND 1300

BLDG. 330

TOTAL 1630

LAND 650

BLDG. 650

TOTAL 1300

LAND 1900

BLDG. 1900

TOTAL 3800

PROPERTY FACTORS

TOPOGRAPHY	IMPROVEMENTS	STREET OR ROAD	DISTRICT
LEVEL	CITY WATER	PAVED	IMPROVING
HIGH	SEWER	SEMI-IMPROVED	STATIC
LOW	GAS	DIRT	DECLINING
ROLLING	ELECTRICITY	UNIMPROVED	
WATERFRONT	ALL UTILITIES	SIDEWALK	BLIGHTED AREA

ARTICLE 8. To see if the town will vote to authorize the Selectmen to transfer to Martin Marietta Cement Title to the following tax acquired properties and execute quit claim deeds therefor:

Special
Town
Meeting
12/11/1978

Article 8
Passed

See TMR 11
Pg 131

1. The former Mary Altonen property, Lot #8 on Map #6 of the Thomaston Property Maps bounded on the North by the Maine Central Railroad right-of-way, on the East by land of Kenneth Wadsworth, on the South by Marsh Road and containing one (1) acre, more or less.
2. The former Vidito property on Greenhouse Hill Road, so called, bounded on the North by the Greenhouse Hill Road, on the East, South and West by land of Martin Marietta, said lot being Lot #3, Map #16 of the Thomaston Property Maps and containing eight (8) acres, more or less.
3. Lot #20, Map #16 of the Thomaston Property Maps, bounded on the North, East and West by land of Martin Marietta and on the South by the Old County Road and containing three (3) acres, more or less.

And to accept in return from Martin Marietta Cement the transfer to the Town of Thomaston of Title to a portion of Lot #2, Map #10 of the Thomaston Property Maps, bounded on the North by land of Martin Marietta, on the East by Mill River, on the South by land N/F of Dailey, Stone and Robinson, on the West by land of Caron and the Town of Thomaston and containing fifteen (15) acres, more or less.

ARTICLE 9. To see if the town will vote to authorize the Selectmen to accept on behalf of the town Federal funds under the Coastal Zone Management Program.

Given under our hands at said Thomaston this 27th day of November A. D. 1978.

Cecil Polky

John E. Miller

Richard Morse

William Wallace

SELECTMEN

A true copy

ATTEST: _____

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 34A, and more fully bounded and described as follows:

PARCEL 60 - a certain lot or parcel of land situate in said Thomaston, bounded and described as follows:

South and East by town road; North by land formerly of Dexter Bennett; and West by land formerly of school-house lot, and containing one-quarter (1/4) of an acre, more or less.

Reference is made to deed from Priscilla Adams and John L. Knight to Martin Marietta Corporation dated February 22, 1979 and recorded in Knox County Registry of Deeds, Book 745, Page 286 on February 23, 1979.

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 2, and more fully bounded and described as follows:

PARCEL 61 - Melrena I. Brown Lot, Thomaston. A certain lot or parcel of land, together with all its interest in the limerock, marble, and other minerals therein, situate in said Thomaston, bounded and described as follows:

Easterly by Mill River; Southerly by land of heirs of Charles Tillson, now or formerly; Westerly by land of George Hall, now or formerly; and Northerly by land formerly of Nathaniel Fales, now or formerly of Daniel Mayo, and supposed to contain about twelve (12) acres, be the same more or less.

Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen dated October 12, 1864.

Reference is made to Lot FIFTEETH in Book 356, Page 1, from Dragon Cement Company, Inc. to American-Marietta Company.

Martin Marietta Corp. > Cianbro Corp. 3/7/1983 Bk 897 Pg 124

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 34A, and more fully bounded and described as follows:

PARCEL 60 - a certain lot or parcel of land situate in said Thomaston, bounded and described as follows:

South and East by town road; North by land formerly of Dexter Bennett; and West by land formerly of school-house lot, and containing one-quarter (1/4) of an acre, more or less.

Reference is made to deed from Priscilla Adams and John L. Knight to Martin Marietta Corporation dated February 22, 1979 and recorded in Knox County Registry of Deeds, Book 745, Page 286 on February 23, 1979.

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Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen dated October 12, 1864.

Reference is made to Lot FIFTIETH in Book 356, Page 1, from Dragon Cement Company, Inc. to American-Marietta Company.

Cianbro Corp. > Passamaquoddy Properties 8/5/1983 Bk 919 Pg 98

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 34A, and more fully bounded and described as follows:

PARCEL 60 - a certain lot or parcel of land situate in said Thomaston, bounded and described as follows:

South and East by town road; North by land formerly of Dexter Bennett; and West by land formerly of school-house lot, and containing one-quarter (1/4) of an acre, more or less.

Reference is made to deed from Priscilla Adams and John L. Knight to Martin Marietta Corporation dated February 22, 1979 and recorded in Knox County Registry of Deeds, Book 745, Page 286 on February 23, 1979.

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 2, and more fully bounded and described as follows:

PARCEL 61 - Melrena I. Brown Lot, Thomaston. A certain lot or parcel of land, together with all its interest in the limerock, marble, and other minerals therein, situate in said Thomaston, bounded and described as follows:

Easterly by Mill River; Southerly by land of heirs of Charles Tillson, now or formerly; Westerly by land of George Hall, now or formerly; and Northerly by land formerly of Nathaniel Fales, now or formerly of Daniel Mayo, and supposed to contain about twelve (12) acres, be the same more or less.

Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen dated October 12, 1864.

Reference is made to Lot FIFTEETH in Book 356, Page 1, from Dragon Cement Company, Inc. to American-Marietta Company.

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 34A, and more fully bounded and described as follows:

PARCEL 60 - a certain lot or parcel of land situate in said Thomaston, bounded and described as follows:

South and East by town road; North by land formerly of Dexter Bennett; and West by land formerly of school-house lot, and containing one-quarter (1/4) of an acre, more or less.

Reference is made to deed from Priscilla Adams and John L. Knight to Martin Marietta Corporation dated February 22, 1979 and recorded in Knox County Registry of Deeds, Book 745, Page 286 on February 23, 1979.

Also a certain lot or parcel of land situated in said Thomaston and designated on the Town of Thomaston Tax Map as Map 10, Lot 2, and more fully bounded and described as follows:

PARCEL 61 - Melrena I. Brown Lot, Thomaston. A certain lot or parcel of land, together with all its interest in the limerock, marble, and other minerals therein, situate in said Thomaston, bounded and described as follows:

Easterly by Mill River; Southerly by land of heirs of Charles Tillson, now or formerly; Westerly by land of George Hall, now or formerly; and Northerly by land formerly of Nathaniel Fales, now or formerly of Daniel Mayo, and supposed to contain about twelve (12) acres, be the same more or less.

Also all its right to a road to the river across land now or formerly in possession of Alden Austin, being the same that was set off to Joshua Allen, Jr., in partition of the estate of Joshua Allen dated October 12, 1864.

Reference is made to Lot FIFTIETH in Book 356, Page 1, from Dragon Cement Company, Inc. to American-Marietta Company.

Appraisal Report by
Coopers & Lybrand LLP
as of 4/1/1994 for
Dragon Products Co.

NB: Map 10 Lot 2 NOT listed

THE SUBJECT PROPERTY

Site Description

Location

The subject property is identified as the Dragon Products Company cement plant located on Route One, Thomaston, Maine. It is further identified by the Thomaston Assessment records as:

Map 5, Lot 11

Map 6, Lot 2, 7, and 8

Map 10, Lot 18, 18A, 34, 34A, 35, 36, 37, 38, 39, 44, 44-1

Map 11, Lot 2, 2A, 3, and 5

Map 16, Lot 3, 5, 17, 18, 19, 20, 21, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33

Map 17, Lot 5, 6, 10A and 22

Town of Thomaston tax maps for the above parcels can be found in the addenda.

Access to the site is from route 1 via Interstate 95 at Brunswick. The subject property is located at the east end of Thomaston near the Rockland town line.

Size, Shape, Dimensions, Topography, Drainage and Federally Recognized Wet Lands

The 40 subject parcels consist of 1,042.9 acres. The site is composed of the above referenced non-contiguous parcels. There is a detailed legal description of the site in the addendum. The main plant is located on Map 11, Lot 2 and the main quarry is located across Route 1 on Map 11 Lots 3. These two parcels total 582 acres.

The topography, drainage, wet lands and waste material are evidenced by the topographic map from the United States Department of Commerce coast and geodetic survey and the aerial photograph at the end of this section.

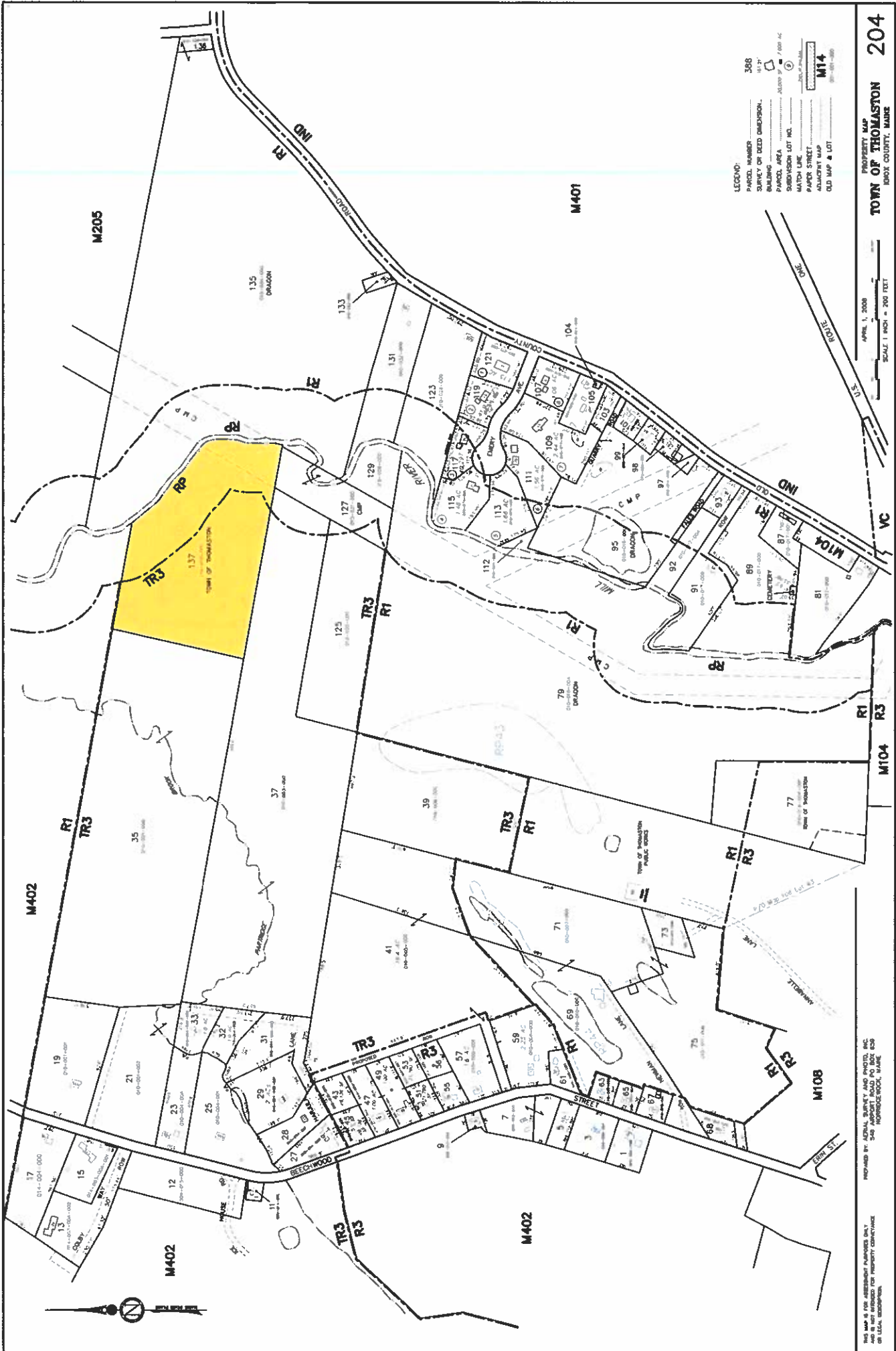
Main Plant Area

Map 11, Lot 2 & 2A consist of 410 acres. These parcels contain the main plant site. In addition to the plant, the land consists of piles of waste dust, waste clinker and waste rock that take up approximately 60 acres. The former quarry adjacent to the main plant comprises 41 acres. Wet lands on the main parcel site are estimated at over 200 acres. Therefore, approximately 73% of the main plant site has few alternative uses (and limited value)

In addition to the main plant parcel there are five other contiguous parcels described as follows:

Map 10, Lot 44 & 44-1 consist of 1.02 acres. These parcels are located along Route 1 at the intersection of Old County Road. These parcels are shaped like a horseshoe and are hindered by limited road frontage of 75 linear feet, then a break of 220 feet owned by another party, then another 55 linear feet along Route 1.

Map 6, Lot 8 consists of one acre. This parcel is triangular shaped and is boarded by Marsh Road and the rail line which serves the cement plant. This parcel is mostly wetlands.



2002-2011 Thomaston Tax Map by Aerial Survey Co. (typical)

Town of Thomaston Map 204 Lot 137 T0337R
 Land Assessment : Knox Registry Book 1304 Page 186
 West of Mill River

Owner(s): Town of Thomaston, Melrina I. Brown Lot
 13 Valley St Thomaston ME 04861-3818
 (207) 354-6107

Property Details

Property Notes:	Much of lot is in RP, less 40% Topo. Has ROW from Old County Road. See title chain history in file. Listed as 1/2 Dragon and 1/4 AJ Bird & Co in 1964. Listed as 100% Town property since 1980.		
1073-RE-03			
Year Built:	0	Gross Living Area	No. Units
Assessed with:	Muni/Assessing		0
Utilites:	No Water or Sewer	Zone	TR3
Land Group:	501-Government	Old ML ID	10-02
MH Description:		Land Use:	Undeveloped Woods/Fie
		MH Serial#:	

Land Value

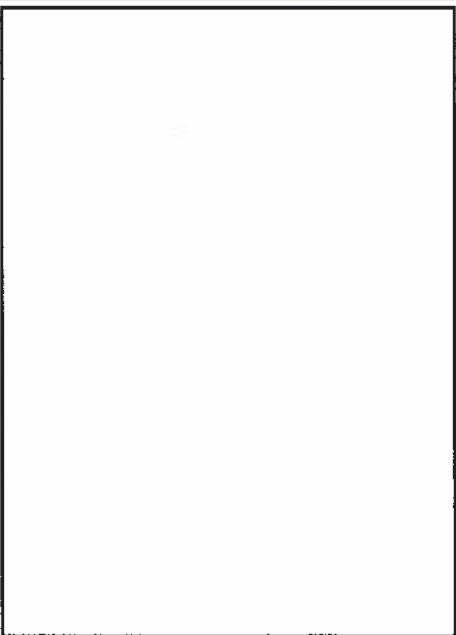
Land Type	Acres Units or FF / Depth	STD	FAC	Price	Topo	Eco	Value
RE-Resource Land	10	N/A	N/A	3,000	60%	100%	18,000
EX3-Excess 10-50 acres	4.67	N/A	N/A	2,500	60%	100%	7,005

Acres: 14.67

Total Land Value: \$25,005

Record of Ownership

Transfer	Date of Sale	Book	Page	Sale Price	Assessed Value
Passamaquoddy Tribe > Dragon Prods.	10/5/1988	1304	149		\$3,300
Passamaquoddy Prop > Tribe (QC)	3/4/1985	1009	2		\$1,900
Cianbro > Passamaquoddy Prop. (QC)	8/5/1983	919	98		\$1,900
Martin Marietta > Cianbro Corp (QC)	3/7/1983	897	124		\$1,900
Town Meeting Accepts 10-2	12/1/1978	TMR 11	131		
Martin Marietta > CMP (Ease)	4/17/1973	545	321		
Martin Co. & Am. Marietta Co. Merge	4/17/1968	486	376		
Dragon Property Map (redraw/1940)	10/31/1962	NR			
Dragon Cement > Am Marietta Co QC	10/1/1956	356	1		
Lawrence PC merge Dragon Cement	9/28/1951	325	20		
NEPC > Lawrence Portland Cem QC	2/15/1927	212	247		
Traction > NE Portland Cement (QC)	4/10/1924	203	2		
Brown > Traction Securities	11/4/1909	149	535	\$100	
Brown > L.J. Allen (QC 1/2 Interest)	9/10/1895	89	498		
S.F. Allen > Berry (Rel)	9/10/1895	89	497		
Berry > Brown	9/10/1893	104	93	\$175	
H. Allen > Berry (+ROW)	5/23/1867	18	178	\$190	
Allen > Allen	10/19/1864	4	369	\$300	
Set Off to Joshua Allen Jr.	10/12/1864	13	63		



Assessment Summary: Land Value: \$25,005 Building Value: \$0 Per. Prop. Value: \$0
 2020 '073-RE-03 1301 Acres: 14.7 Exemption Type: 33-Town Owned Exemption Value: \$25,005 Taxable Value: \$0
 Total Value: \$25,005



2019 Aerial Photo

Town of Thomaston Map 204 Lot 125 W0760R
Land Assessment : Knox Registry Book 4561 Page 211
Old County Road

Owner(s): Town of Thomaston, Wotton Lots
13 Valley St Thomaston ME 04861-3818
(207) 354-6107

Property Details

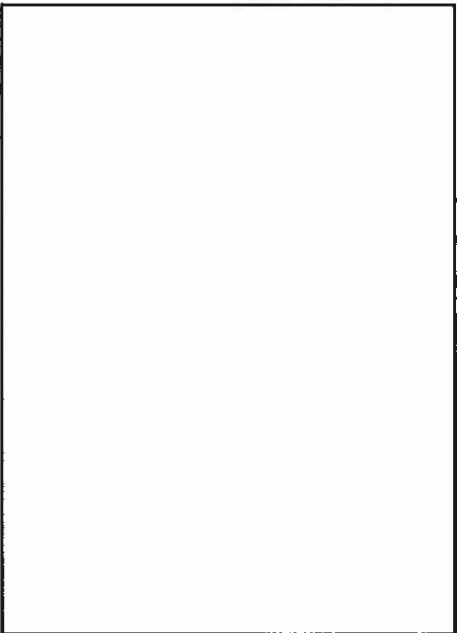
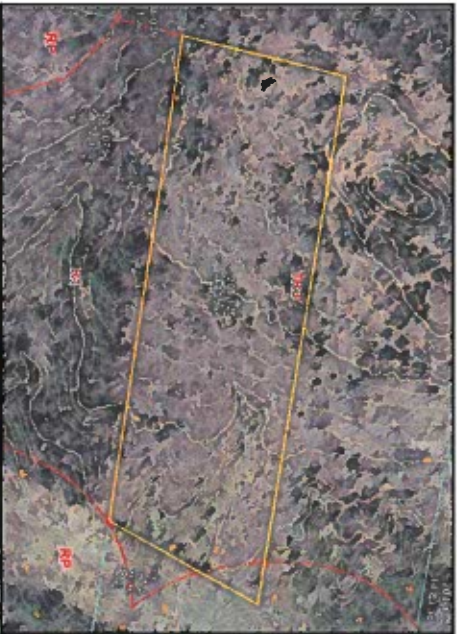
Property Notes		Municipal Foreclosure 2014. 204-129 formerly PO this lot. Mineral Rights sold in four deeds starting with Book 146 Page 479 in November 1909 to Traction Securities, today held by Dragon Products.	
Year Built	0	Gross Living Area	No. Units
Assessed with		Zone	TR3
Utilited/No Water or Sewer		Old ML ID	10 - 30
Land Group	101 - Vacant Rural	Land Use	Undeveloped
MH Descriptor		MH Serial#	
Land Value			
Land Type	Acres Units or FF / Depth	STD	FAC
RE-Resource Land	6.83	N/A	N/A
		Price	Topo
		3,000	100%
		Eco	Value
		100%	20,490

Acres: 6.83

Total Land Value: \$20,490

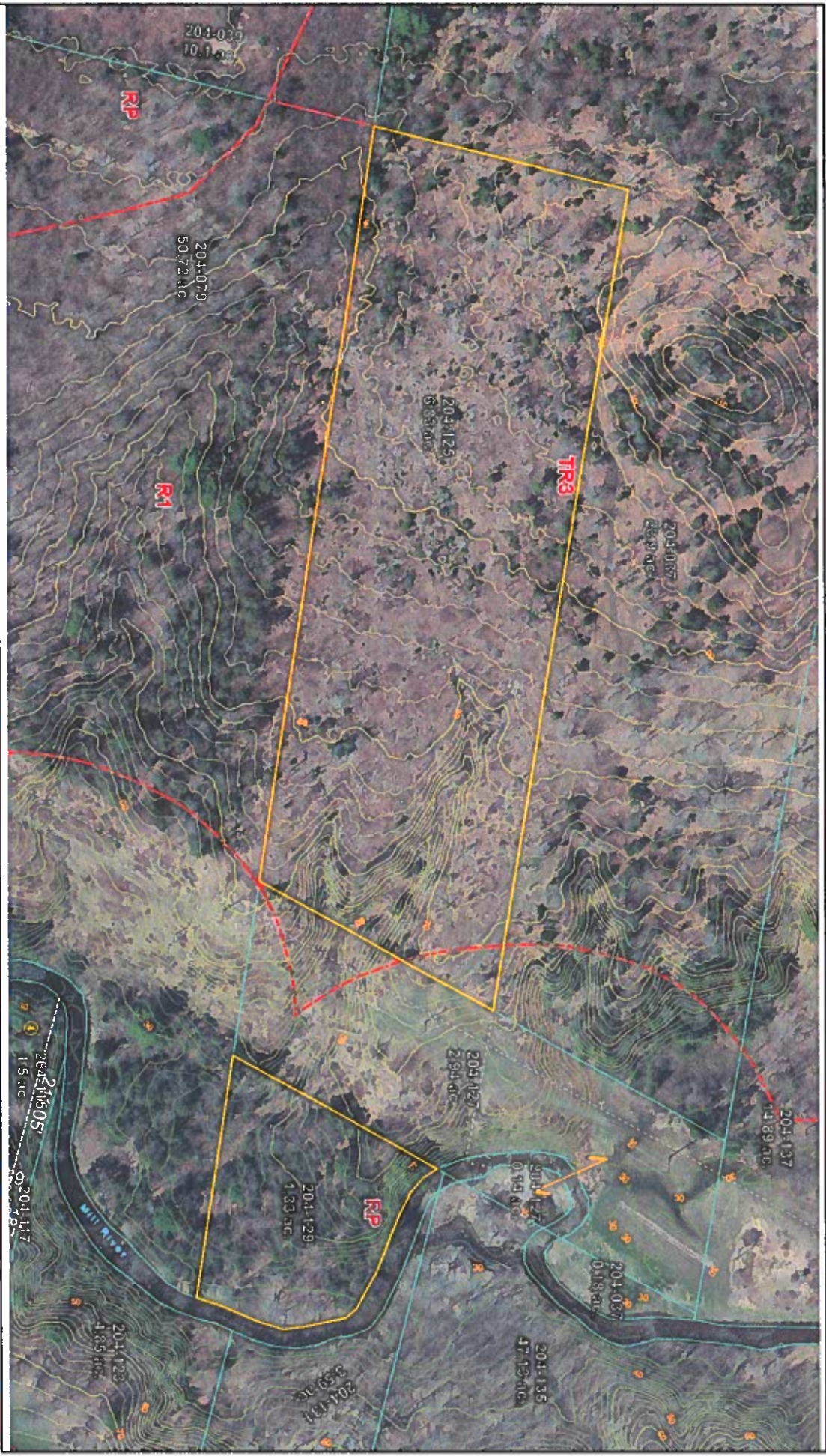
Record of Ownership

Transfer	Date of Sale	Book	Page	Sale Price	Assessed Value
Wotton Est. > Sylvester (Dist)	12/6/2013	4753	332		\$20,490
Tax Lien Matured 3/1/2014	8/30/2012	4561	211		\$20,490
Wotton Estate Probate	7/2/2008	3976	308		\$100,350
Thomaston > Wotton (QC)	11/29/1976	658	177		
Tilison > Wotton	9/27/1963	419	375		
Tilison Heirs > Tilison (QC)	11/3/1939	254	488		
Tilison Heir > Tilison (QC)	12/3/1937	245	599		
Tilison > Tilison Sons (UW)	12/6/1852	WHL35	577		
Knox > Tilison	2/11/1811	WHL15	410	\$100	

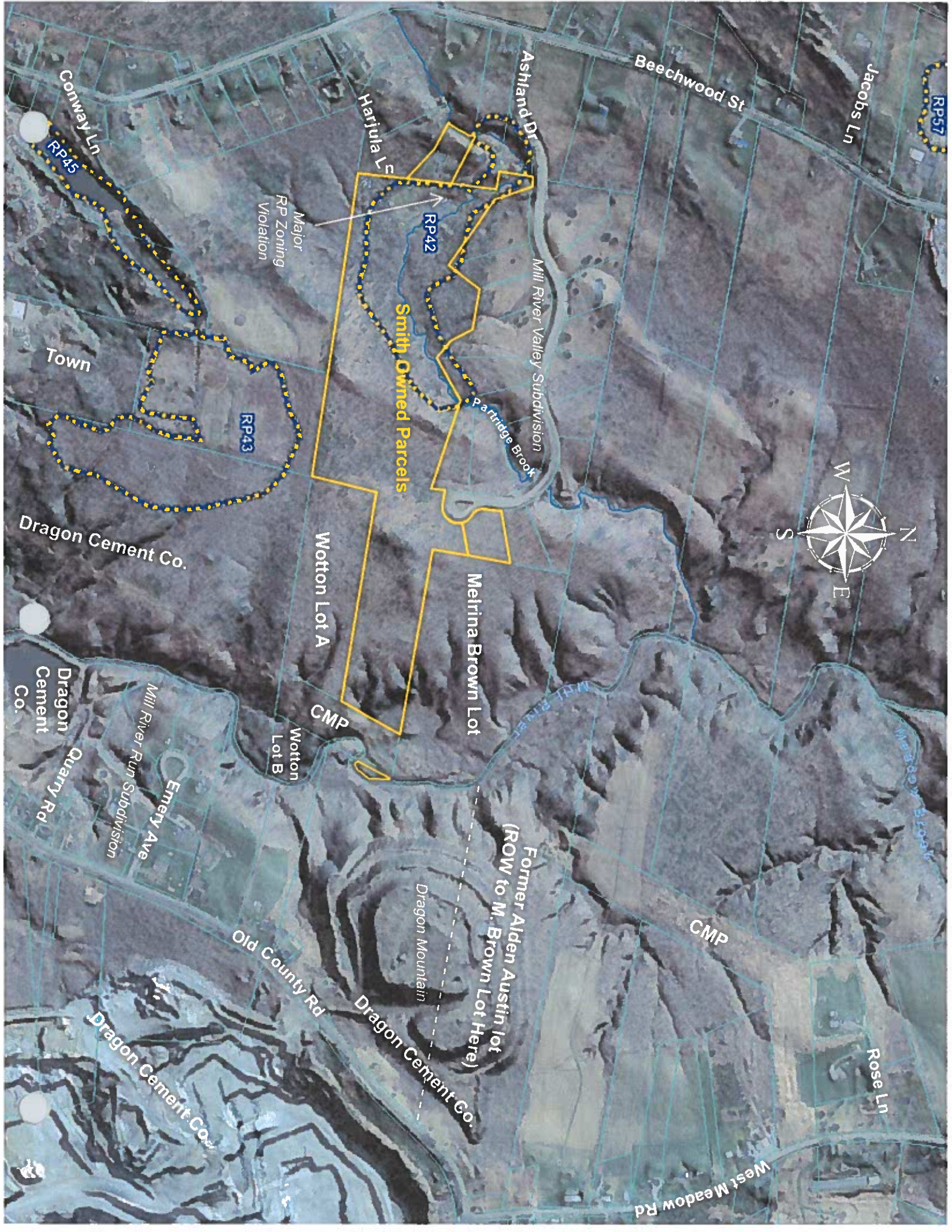


Assessment Summary: Land Value: **\$20,490** Building Value: **\$0** Per. Prop. Value: **\$20,490**
 2020 1065-RE-03 1805 Acres: 6.83 Exemption Type: 33-Town Acquired Exemption Value: \$20,490 Total Value: **\$20,490**
 Taxable Value: \$0 **Card 1**

Owner(s): Town of Thomaston Wotton Lots
PO Box 299
Thomaston ME 04861-0299
(207) 354-6107



2019 Aerial Photo. Both lots formerly one lot.



Smith Owned Parcels

RP42

Major RP Zoning Violation

Wotton Lot A

Melrina Brown Lot

CMP

Wotton Lot B

Former Alden Austin lot (ROW to M. Brown Lot Here)

CMP

Old County Rd

Dragon Cement Co.

Rose Ln

West Meadow Rd

Beechwood St

Jacobs Ln

Ashland Dr

Hairjula Ln

Conway Ln

Mill River Valley Subdivision

Partridge Brook

Town

RP43

Dragon Cement Co.

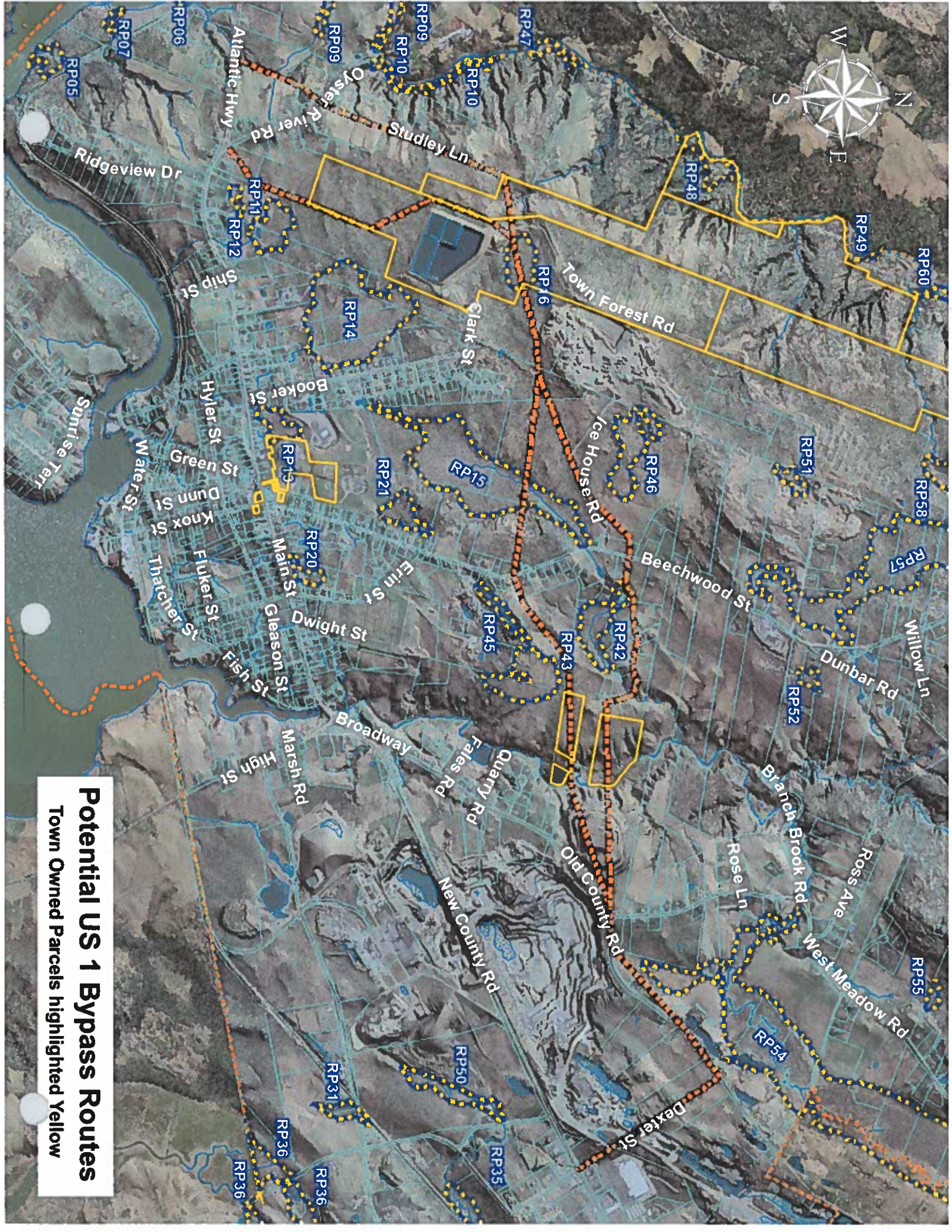
Dragon Cement Co.

Emercy Ave

Mill River Run Subdivision

Dragon Quarry Rd

Dragon Cement Co.



Potential US 1 Bypass Routes
Town Owned Parcels highlighted Yellow

Memo

To: Selectboard & Town Manager
From: John Fancy
Date: January 5, 2021
Re: SOLAR PROJECT – MMBB APPLICATION

To complete the long-term financing of the new solar array an application needs to be submitted to the Maine Municipal Bond Bank (MMBB) by February. This will provide \$1,200,000 in May to pay off the interim loan before June 1st. A copy of the application is attached for your review.

We will be using Dan Pittman from Eaton Peabody as our Bond Counsel and he has reviewed and approved the application.

Based on the interest rate for the bond from MMBB for financing the new town office we should have about 2.5% interest on this bond. The exact rate will not be known until the bonds are sold. For a 15-year payback this will cost about \$97,000 per year. This cost will be split between Pollution Control and the general fund based on annual electric usage. This is expected to be about 75% to Pollution Control (\$72,750/year) and 25% to the general fund (\$24,250).

It is recommended that the Selectboard: ***Move to authorize the Town Manager to sign the MMBB application and submit it.***

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It is recommended that the Selectboard: ***Move to authorize the Town Manager to sign the MMBB application and submit it.***



TOWN OF THOMASTON
13 VALLEY STREET
THOMASTON, MAINE 04861-0299
TEL: (207) 354-6107

January 15, 2020

Ms. Toni Reed
Maine Municipal Bond Bank
PO Box 2268
Augusta, ME 04338-2268

Dear Ms. Reed:

Enclosed is the MMBB application for funding the Town of Thomaston's new solar array. On the next page is a review of the project done last July as an informational handout for Thomaston's citizens. This application includes:

- The application
- A copy of our current budget
- A copy of the last Town report
- Copies of the last three audited financial reports

Please contact either me or John Fancy with any questions or concerns.
Thanks for your help.
Sincerely,

Kara George, Town Manager

Enclosures
Pc. Selectboard
Dan Pittman, Eaton Peabody Bond counsel - without enclosure
John Fancy

Thomaston Solar Array Project

A detailed look at the financial impact of the proposed Solar Array Project

July 2020

SUMMARY

This study assesses the financial impact of purchasing and operating a solar array across its first 27-years of operation (the length of the panel performance warranty¹). Its goal is to stabilize long term energy costs and to reduce by up to 85% the Town's electricity charges during just that period. Based on experiences in other communities and private users, it is expected the life expectancy is well over 27years but that limit is used to be conservative. In fact, the system will completely pay for itself in 15 years and generate income through the rest of its life.



Town Financing Basics

Financially the Town government is divided into two separate units – the municipal section with its departments and the Town owned utility, Pollution Control. Each has separate sources that fund their operations: the municipal portion uses property taxes, exercise taxes and other fees and taxes; Pollution Control uses sewer fees, Dragon TIF and other charges. No tax money goes to Pollution Control and no sewer user fees go to the municipal side. Although the two units work closely together, their funds are always kept separate.

Currently the estimated total use of electricity is about 780,000 kWh per year. This is after adjusting for the saving of converting streetlights to LED. Approximately 75% is used by Pollution Control and the remainder is the municipal portion. These numbers vary month to month, but are close enough to approximate the allocation of cost and gains from this project.

The Proposed Solar Array and Associated Costs

To generate clean, renewable energy, Thomaston is considering the installation of a 1,356 panel, photo-voltaic array to produce most of the electric power used by your municipal government. This array will be located next to the Pollution Control facility, the largest municipal power user and the site plan has been approved by the Planning Board.

If the solar array generates more power than the Town uses in any 12-month period, the excess power is kept by CMP and the Town is not given any credit for it. Therefore, the system is designed to produce only about 87% to 90% of the expected power usage. That means there will continue to be some cost for power purchased from CMP. However, later panels can be added to bring the output closer to 100% if warranted or needed.

¹ Warranty covers equipment malfunction and no degradation over ½% each year.

The project is budgeted at \$1.2M as shown below:

Solar panels installed	\$903,000
Security enclosure (fencing)	<u>\$43,000</u>
Total	\$946,000
Engineering including construction inspection	\$88,000
Legal (includes borrowing and land legal work)	\$14,400
Interim loan interest	\$7,200
Land (abutting land to thin trees for higher efficiency)	\$10,000
Contingency (10% of construction)	<u>\$94,600</u>
Total solar project cost	\$1,160,200

In addition, there will be annual and periodic maintenance:

- Annual maintenance fee based on Sundog Solar Proposal (\$2,610)
- Occasion replacement of invertors after 10-year warranty (currently \$6,000 each plus electrician cost of \$500 for installation)
- Possible replacement of a panel (currently \$500 each)
- Insurance to be attached to town policy
- Mowing and trimming of trees (Done by Public Works/Pollution Control)

It is proposed that these costs be covered through a reserve account with an annual cost of \$4,000 so that these annual and periodic maintenance expenses can be covered and the account builds for longer term needs. After 15 years, this might be increased to reflect increases in cost of parts and decommissioning estimates.

Because it can take time to order and install a replacement inverter, left over contingency funds would be used to purchase at least one spare to avoid any partial down time.

Where will the \$1.2M initial outlay come from?

It is proposed that a 15-year loan be taken out for \$1,200,000. The interest rate is anticipated to be about 2.00%. This equates to \$200,858 in interest over the 15 years of the loan.

Long term this will be split between the municipal budget and Pollution Control relative to the annual split in electricity usage. However, to avoid any increase to the town budget which sets the property tax rate, Pollution Control will cover the full payment for the first five years while the town is paying for the LED streetlights, purchased last October, in annual payments of \$21,431 for five years. For the next 10 years, the municipal budget will pay off its entire portion of the loan debt plus pay back Pollution Control for what it covered in the first five years. After the gains from the lower cost in electricity, this added expense will be less than what the LED payment was, thus no increase, and possibly a decrease, in the tax budget overall for electricity

This approach is possible without any increase in sewer rates. This fiscal year, Pollution Control will make the last payment on a 20-year bond used to build the new treatment plant. This will free up about \$160,000 per year for long-term debt beginning in the next fiscal year. Some of these funds are earmarked for future capital improvement projects; however, making the full payment for the solar loan is well under this amount and could come from these funds and will not delay the next scheduled project, especially given the decrease in electricity costs. When the LED loan is fully paid, the municipal budget will have the funds to pay its proportion of

the solar budget given the savings in electricity fees and also pay back Pollution Control for what it covered for the first 5 years. Therefore, by replacing existing debt service and cost sharing between departments it is projected that the cost of this project will NOT come from increased fees or taxes. In fact, after 15 years it will generate income.

Financial Assessment in Detail

Below are two tables. The first table shows the cost of the solar project, electricity production estimates and what additional power will likely be purchased from CMP across the first 27 years. For production, expected and a minimum outcome estimates are presented. The minimum is based on manufacturer's worst case prediction of lost in power from the light panels as they age (½% each year). The expected is the average of 682,500 kWh (SunDog's estimate of likely outcome in our field before any deterioration of capacity) and the minimum (guaranteed capacity). Expected annual consumption is kept at 780,000 based on a review of historical data, showing increases and decreases rather than any directional trend, e.g., decrease with LED streetlights and increase with addition of heat pump heating/cooling units in Watts Hall, etc.

The second table summarizes the cost components across the first 27 years, ending with estimated savings for both the expected and minimum cases. After the table are foot notes to explain some of the figures in more detail. A primary factor is the analysis of electricity costs. This is fixed at current CMP fees. Cost per kWh has been fairly stable; in fact, it is now lower than previous years. If it increases significantly to an unpredictable level, this project protects the town. The Transport and Distribution costs (T&D) are more volatile and tend to increase. Because we get much of this back in the Solar Credit and that accounts for over twice the T&D cost due to additional electricity likely purchased, this is not expected to increase cost of electricity and in fact offers Solar protects against this. Thus it is safe to use current figures.

The solar array does not save any money in the first 15 years while the loan is being paid off but over the 27 years will save the Town between \$713,000 and \$841,000. The loan can be paid off without any increase in municipal budget cost for electricity or any increase in sewer user rates for electricity.

Risk Assessment

Several potential risk factors were considered and still being evaluated:

- An increase in the kWh cost of electricity is not a concern as that would increase our credit, offsetting the remaining cost. Only an increase in other charges could have an impact.
- Major damage to the field is covered by insurance.
- A change in the towns use in electricity should not be a factor. A reduction would reduce the residual cost of electricity. An increase would be no different than previous years' impact.
- The unknown risk is a significant drop in the tax base or sewer fee base from a reduction in the tax payer base or in businesses reducing sewer discharge. This is very difficult to assess.
- Legislative intervention either from state or federal.

- Unknown need for decommissioning in the distant future. This is still being assessed and may require increasing the reserve after the 15-year period using some of the savings.
- An additional risk is doing nothing and denying the opportunity to reduce future electric costs.

Table 1: Cost and Production of Solar Project

Year	Cost of Solar Array Project			Total Annual Cost	kWh Estimates		
	Loan Payment	Interest Payment	Maint. Reserve		Total Town	Expected from Solar	Minimum from Solar
1	\$69,391	\$24,000	\$4,000	\$97,391	780,000	666,250	650,000
2	\$70,778	\$22,612	\$4,000	\$97,391	780,000	664,625	646,750
3	\$72,194	\$21,197	\$4,000	\$97,391	780,000	663,008	643,516
4	\$73,638	\$19,753	\$4,000	\$97,391	780,000	661,399	640,299
5	\$75,111	\$18,280	\$4,000	\$97,391	780,000	659,799	637,097
6	\$76,613	\$16,778	\$4,000	\$97,391	780,000	658,206	633,912
7	\$78,145	\$15,246	\$4,000	\$97,391	780,000	656,621	630,742
8	\$79,708	\$13,683	\$4,000	\$97,391	780,000	655,044	627,588
9	\$81,302	\$12,088	\$4,000	\$97,391	780,000	653,475	624,450
10	\$82,928	\$10,462	\$4,000	\$97,391	780,000	651,914	621,328
11	\$84,587	\$8,804	\$4,000	\$97,391	780,000	650,361	618,222
12	\$86,278	\$7,112	\$4,000	\$97,391	780,000	648,815	615,130
13	\$88,004	\$5,387	\$4,000	\$97,391	780,000	647,277	612,055
14	\$89,764	\$3,626	\$4,000	\$97,391	780,000	645,747	608,995
15	\$91,559	\$1,831	\$4,000	\$97,391	780,000	644,225	605,950
16			\$4,000	\$4,000	780,000	642,710	602,920
17			\$4,000	\$4,000	780,000	641,203	599,905
18			\$4,000	\$4,000	780,000	639,703	596,906
19			\$4,000	\$4,000	780,000	638,211	593,921
20			\$4,000	\$4,000	780,000	636,726	590,952
21			\$4,000	\$4,000	780,000	635,248	587,997
22			\$4,000	\$4,000	780,000	633,778	585,057
23			\$4,000	\$4,000	780,000	632,316	582,132
24			\$4,000	\$4,000	780,000	630,860	579,221
25			\$4,000	\$4,000	780,000	629,412	576,325
26			\$4,000	\$4,000	780,000	627,972	573,443
27			\$4,000	\$4,000	780,000	626,538	570,576
	\$1,200,000	\$200,859	\$108,000	\$1,508,859			

Table 2: Financial Assessment of Solar Project Over 27 Years

	Current Budget for Electricity ¹	Solar Credit ² (Expected)	Solar Credit ² (Minimum)	Net Cost ³ (Expected)	Net Cost ³ (Minimum)	Expected Cost of Electricity with Solar ⁴	Savings	Minimum Cost of Electricity with Solar ⁴	Savings
1	\$104,000	\$86,613	\$84,500	\$17,388	\$19,500	\$111,699	-\$7,699	\$113,808	-\$9,808
2	\$104,000	\$86,401	\$84,078	\$17,599	\$19,923	\$111,907	-\$7,907	\$114,231	-\$10,231
3	\$104,000	\$86,191	\$83,657	\$17,809	\$20,343	\$112,117	-\$8,117	\$114,651	-\$10,651
4	\$104,000	\$85,982	\$83,239	\$18,018	\$20,761	\$112,326	-\$8,326	\$115,069	-\$11,069
5	\$104,000	\$85,774	\$82,823	\$18,226	\$21,177	\$112,534	-\$8,534	\$115,486	-\$11,486
6	\$104,000	\$85,567	\$82,409	\$18,433	\$21,591	\$112,741	-\$8,741	\$115,900	-\$11,900
7	\$104,000	\$85,361	\$81,996	\$18,639	\$22,004	\$112,947	-\$8,947	\$116,312	-\$12,312
8	\$104,000	\$85,156	\$81,586	\$18,844	\$22,414	\$113,152	-\$9,152	\$116,722	-\$12,722
9	\$104,000	\$84,952	\$81,179	\$19,048	\$22,821	\$113,356	-\$9,356	\$117,130	-\$13,130
10	\$104,000	\$84,749	\$80,773	\$19,251	\$23,227	\$113,559	-\$9,559	\$117,536	-\$13,536
11	\$104,000	\$84,547	\$80,369	\$19,453	\$23,631	\$113,761	-\$9,761	\$117,939	-\$13,939
12	\$104,000	\$84,346	\$79,967	\$19,654	\$24,033	\$113,962	-\$9,962	\$118,341	-\$14,341
13	\$104,000	\$84,146	\$79,567	\$19,854	\$24,433	\$114,162	-\$10,162	\$118,741	-\$14,741
14	\$104,000	\$83,947	\$79,169	\$20,053	\$24,831	\$114,361	-\$10,361	\$119,139	-\$15,139
15	\$104,000	\$83,749	\$78,773	\$20,251	\$25,227	\$114,559	-\$10,559	\$119,535	-\$15,535
16	\$104,000	\$83,552	\$78,380	\$20,448	\$25,620	\$21,365	\$82,635	\$26,538	\$77,462
17	\$104,000	\$83,356	\$77,988	\$20,644	\$26,012	\$21,561	\$82,439	\$26,930	\$77,070
18	\$104,000	\$83,161	\$77,598	\$20,839	\$26,402	\$21,756	\$82,244	\$27,319	\$76,681
19	\$104,000	\$82,967	\$77,210	\$21,033	\$26,790	\$21,950	\$82,050	\$27,707	\$76,293
20	\$104,000	\$82,774	\$76,824	\$21,226	\$27,176	\$22,143	\$81,857	\$28,093	\$75,907
21	\$104,000	\$82,582	\$76,440	\$21,418	\$27,560	\$22,335	\$81,665	\$28,478	\$75,522
22	\$104,000	\$82,391	\$76,057	\$21,609	\$27,943	\$22,526	\$81,474	\$28,860	\$75,140
23	\$104,000	\$82,201	\$75,677	\$21,799	\$28,323	\$22,716	\$81,284	\$29,240	\$74,760
24	\$104,000	\$82,012	\$75,299	\$21,988	\$28,701	\$22,905	\$81,095	\$29,618	\$74,382
25	\$104,000	\$81,824	\$74,922	\$22,176	\$29,078	\$23,094	\$80,906	\$29,995	\$74,005
26	\$104,000	\$81,636	\$74,548	\$22,364	\$29,452	\$23,281	\$80,719	\$30,370	\$73,630
27	\$104,000	\$81,450	\$74,175	\$22,550	\$29,825	\$23,467	\$80,533	\$30,742	\$73,258
						Income→	\$841,761		\$713,570

- Current Budget for Electricity** – This reflects the average of the actual spent for electricity in 2019 (\$152,332) and the budgeted amount for FY 2020/21 (\$148,517) or \$150,000/yr. minus the savings from contracting the purchase of electricity (estimated at \$26,000/yr.) and savings from Town owning the streetlights (estimated at \$20,000/yr.).
- Credit Value** – This is the value of the electricity generated by the solar array based on either the Expected or the Minimum estimated usage (provided in the table on the previous page), multiplied the current price of electricity and the best estimate currently available of the partial credit for T&D charges. The Town’s account would be credited for these amounts.
- Net Cost** – This is the Total Power Cost reduced by the Credit Value – what the Town’s bill from CMP is expected to be after implementing the solar project. This is shown for both the Expected and Worst case (Minimum) scenarios presented.
- Cost of Electricity with Solar** - This is the cost of electricity including paying back the loan to install and maintain the system and purchase of any extra power needed using expected solar credit. After 27 years the savings would be either \$713,570 or \$841,761, for Minimum or Expected solar performance, respectively.

MAINE MUNICIPAL BOND BANK

GENERAL RESOLUTION PROGRAM APPLICATION

Types of Borrowers: This application is designed for the purpose of obtaining financial information from districts, municipalities and other governmental units. As a result, different information will be required for each type of unit. In certain cases it may be appropriate to note that a particular section is not applicable to the specific district, municipality or governmental unit. The following is a brief summary of the sections that are applicable to a specific type of borrower:

MUNICIPALITIES/GOVERNMENTAL UNITS: The application should be filled out with information concerning the municipality and/or governmental unit. If the municipality has any stand-alone debt, it should be reflected as part of the debt and financial information. An applicant will use General Fund financial information only when completing the Financial Info worksheet of this General Resolution Application.

SCHOOL DISTRICTS: If the school district debt is backed by a General Obligation pledge of the municipality or municipalities in the district, both district and municipal information will be required. When completing the Financial Info, Tax Info and Economic Info worksheets of this General Resolution Application, the district must obtain financial information from each city or town served by the school district.

WATER AND SEWER DISTRICTS: If the applicant is a water district or sewer district, a different application is needed. Please contact the Bond Bank to obtain a copy of the Financial Application for Revenue Borrowers or visit our website at www.mmbb.com.

Repayment Source: Loan applications and supporting financial information will be reviewed for evidence of a dedicated source of revenue (in this case, property taxes) that is sufficient to cover repayment of the proposed loan, plus all existing indebtedness and operating costs of the borrower.

Local Bond Counsel: For a current listing of approved Bond Counsel please visit the Bond Bank's webpage at www.mmbb.com. It is strongly recommended that an applicant consult local bond counsel before completing the General Obligation Financial Application. Bond counsel is an attorney with expert knowledge of bond procedures who will issue a bond opinion confirming that the bonds issued by the applicant meet all requirements for tax-exempt status.

Application Instructions: Line-by-line instructions to help you fill out the General Resolution Program application are available. To obtain the most current version of the General Obligation Program's Fillable Application and Instructions, please visit our website: www.mmbb.com. The application and instructions can be downloaded using Adobe Acrobat Reader.

Careful completion of the application will contribute to quick processing of your loan request. Please bring to our attention any additional information that is not disclosed in the Application or the supporting documentation. If you have any questions or need help completing the application form, please call Toni Reed at 1-800-821-1113 or 622-9386 (Augusta).

When you are applying for a loan please remember to:

1. Contact your local bond counsel and advise them of your intentions to borrow. Also, please list the
2. Make sure you have local authorization to borrow as laid out in your charter, by-laws or state statutes.
3. Review our bond issue schedule to ensure you can meet all deadlines.
4. If you are refinancing debt, you will need to receive a payoff balance as of the closing date and that
5. Also, if refinancing debt, describe on your application what the original purpose of the debt was used for.
6. Bids on all projects need to be received prior to pricing to ensure proper bond pricing amounts.
7. Please tell us if you are paying off a temporary BAN on your application.
8. Your loan will be priced as a level principal payment amortization if not otherwise specified.
9. For all water districts: receive PUC approval prior to pricing bond as outlined on our bond issue

The undersigned Government Unit (the applicant) hereby requests the Maine Municipal Bond Bank (the Bank) to purchase the following described obligation of the applicant. *This application shall not constitute a contract or commitment to enter into a contract.*

GENERAL INFORMATION

Name of Applicant: Town of Thomaston

Mailing Address: 13 Valley Street, Thomaston, ME 04861

Physical Address: 13 Valley Street, Thomaston

	Chief Administrative Officer	Contact Person (if different)	Billing Contact Person (if different)
Name	Kara George	John Fancy	Jodell Benson
Title	Town Manager	Project Manager	Finance Coordinator
Telephone	(207) 354-6107	(207) 354-2136	(207) 354-6107
Fax	(207) 354-2132	(207) 354-2132	(207) 354-2132
Email	kgeorge@thomastonmaine.gov	jfancy@thomastonmaine.gov	jbenson@thomastonmaine.gov

Purpose of Borrowing:

If refinancing debt, please include original purpose of loan.

Source of Funds		Project Cost Breakdown	
Amount Requested from Bond Bank (this application)	\$ 1,200,000.00	Land	\$ 35,000
Federal grant or loan- <i>Specify</i>	\$	Design	\$ 90,000
State grant or loan- <i>Specify</i>	\$	Contractors	\$ 960,000
Applicant's share	\$	Legal	\$ 15,000
Other- <i>Specify</i>	\$	Contingency	\$ 100,000
Other- <i>Specify</i>	\$	Other- <i>Specify</i>	\$
Total Source of Funds	\$ 1,200,000.00	Total Project Costs	\$ 1,200,000

A current listing of approved Bond Counsel can be found on our website at www.mmbb.com.

Bond Counsel: Name: Dan Pittman Firm: EatonPeabody

Telephone: (207) 992-4342 Email: dpittman@eatonpeabody.com

Mailing Address: PO Box 1210, Bangor, ME 04402-1210

Form of Authorization: Referendum Council Town Meeting Other

Amount Authorized: \$1,200,000 Date of Authorization: 9/15/2020

Project Bid Date*: 2/18/2020 Expected Completion Date: 4/30/2021

**bids need to be complete prior to bond pricing date*

Has bond counsel reached a preliminary determination that the interest on your bond will be exempt from federal income taxes? Yes No

How much, if any, of the proposed loan is for the refinance of existing debt: \$1,200,000

If applicable, what is the original issue date of loan being refinanced: 11/5/2020

FINANCIAL INFORMATION

Summary of Balance Sheet for Last Three Fiscal Years and Two Years Projected *General Fund Only*

ASSETS

(Complete for SAD and each City/Town in the District)

	Enter Year 17/18	Enter Year 18/19	Enter Year 19/20	Enter Year 20/21	Enter Year 21/22
Cash and Cash Equivalents	\$ 26,138	\$ 23,340	\$ 23,462	\$ 24,100	\$ 24,400
Investments	\$ 4,029,841	\$ 4,356,552	\$ 4,735,149	\$ 4,900,000	\$ 5,100,000
Accounts Receivable (Net)	\$ 130,302	\$ 256,115	\$ 80,010	\$ 82,000	\$ 83,000
Allowances for uncollectibles					
Taxes Receivables (Net)	\$ 767,060	\$ 873,551	\$ 1,106,877	\$ 1,000,000	\$ 900,000
Allowances for uncollectibles					
Due from other funds					
Due from other governments					

TOTAL ASSETS **\$ 4,953,341** **\$ 5,509,558** **\$ 5,945,498** **\$ 6,006,100** **\$ 6,107,400**

LIABILITIES

Bonds Payable					
Accounts Payable	\$ 62,416	\$ 128,084	\$ 62,487	\$ 65,000	\$ 67,000
Due to other funds	\$ 1,834,227	\$ 2,029,364	\$ 2,233,566	\$ 2,400,000	\$ 2,575,000
<i>Explain</i>	\$ 22,942	\$ 24,669	\$ 10,317	\$ 12,000	\$ 13,000
Deferred Revenue	\$ 495,000	\$ 658,000	\$ 834,000	\$ 775,000	\$ 690,000

TOTAL LIABILITIES **\$ 2,414,585** **\$ 2,840,117** **\$ 3,140,370** **\$ 3,252,000** **\$ 3,345,000**

Designated	\$ 1,001,209	\$ 976,236	\$ 1,572,160	\$ 1,525,000	\$ 1,300,000
Undesignated	\$ 1,345,194	\$ 1,569,377	\$ 1,157,401	\$ 1,188,533	\$ 1,456,833
Reserve	\$ 192,353	\$ 123,828	\$ 75,567	\$ 40,567	\$ 5,567

TOTAL FUND BALANCE **\$ 2,538,756** **\$ 2,669,441** **\$ 2,805,128** **\$ 2,754,100** **\$ 2,762,400**

TOTAL LIABILITIES AND FUND BALANCE **\$ 4,953,341** **\$ 5,509,558** **\$ 5,945,498** **\$ 6,006,100** **\$ 6,107,400**

FINANCIAL INFORMATION *(continued)*

Summary Statement of Revenue and Expenditures for General Fund For Last Three Years and for Two Years Projected *General Fund Only*

REVENUES

(Complete for SAD and each City/Town in the District)

	Enter Year 17/18	Enter Year 18/19	Enter Year 19/20	Enter Year 20/21	Enter Year 21/22
Local Tax Revenues	\$ 7,288,053	\$ 7,634,028	\$ 8,210,480	\$ 8,975,352	\$ 9,050,000
Licenses & Permits	\$ 39,081	\$ 42,395	\$ 22,660	\$ 34,170	\$ 35,000
Intergovernmental Revenue	\$ 474,054	\$ 1,143,219	\$ 647,688	\$ 791,846	\$ 795,000
State Subsidy for Schools					
Charges for Services	\$ 112,057	\$ 65,983	\$ 155,122	\$ 151,500	\$ 152,500
Other State Subsidies					
Other- <i>Explain Investment</i>	\$ 3,476	\$ 8,933	\$ 8,879	\$ 5,200	\$ 5,500
Other- <i>Explain</i>	\$ 179,566	\$ 146,488	\$ 164,778	\$ 149,493	\$ 149,493

TOTAL REVENUES \$ 8,096,287 \$ 9,041,046 \$ 9,209,607 \$ 10,107,561 \$ 10,187,493

EXPENDITURES

All Departments <i>Operations</i>	\$ 8,106,379	\$ 9,055,951	\$ 10,030,754	\$ 10,025,561	\$ 10,070,000
Debt Service					
Other- <i>Explain</i>					

TOTAL EXPENDITURES \$ 8,106,379 \$ 9,055,951 \$ 10,030,754 \$ 10,025,561 \$ 10,070,000

Excess of Revenues Over/Under Expenditures	\$ (10,092)	\$ (14,905)	\$ (821,147)	\$ 82,000	\$ 117,493
Other Financing Sources (Uses)		\$ 280,000	\$ 1,092,554		
*Operating Transfer In:					
*Operating Transfer Out:	\$ 134,410	\$ 134,410	\$ 135,720	\$ 87,000	\$ 87,000

BEGINNING

FUND BALANCE \$ 2,683,258 \$ 2,538,756 \$ 2,669,441 \$ 2,805,128 \$ 2,800,128

*PRIOR PERIOD

ADJUSTMENTS \$ - \$ - \$ - \$ - \$ -

FUND BALANCE \$ 2,538,756 \$ 2,669,441 \$ 2,805,128 \$ 2,800,128 \$ 2,830,621

*Please Explain:

BUDGETED EXPENDITURES FOR LAST THREE FISCAL YEARS

	6/30/2021	6/30/2020	6/30/2019
Gross Budgeted Dollars	\$ 9,113,301	\$ 9,060,101	\$ 8,357,346

DEBT INFORMATION

Complete for SAD and each City/Town in the District

Debt Statement - Most current as of: 12/31/2020

GENERAL OBLIGATION BONDS		Principal Amount Outstanding
Issued Through the Bond Bank		
2001 SRF & 2015 SRF	\$	1,689,927.46
MMBB 2012A & 2019 & 2020	\$	1,396,087.00
Other Issuances, outside the Bond Bank <i>(list principal/interest info on Pg. 8)</i>		
Rural Development 2012	\$	872,918.78
Rural Development 2016	\$	887,818.48
LOAN REQUESTS		Principal Amount Outstanding
Loan amount being requested through the Bond Bank <i>(this application)</i>		
	\$	1,200,000.00
	\$	-
Loan amount being requested through other sources <i>(e.g., USDA)</i>		
	\$	-
	\$	-

Total Direct Debt \$ 6,046,751.72

Overlapping Debt

List all governmental units that have overlapping jurisdiction (county, school district, town, fire district, water, sewer, utility, etc.) with your own unit and the amount of debt owed by each. Please indicate the amount and percent of outstanding debt for which your community is liable.

Name of Governmental Unit	Outstanding Bonded Debt	Your % of Outstanding Debt	Your \$ share of Outstanding Debt
RSU #13	\$ 21,093,242	18.97%	\$ 4,001,388.00
Knox County	\$ 3,275,318	4.69%	\$ 153,733.00
		%	\$

Total Overlapping Debt \$ 4,155,121.00

Total Direct Debt and Overlapping Debt \$ 10,201,872.72

Do you belong to the Maine State Retirement System?

Yes No

If yes, what is the amount of the unfunded liability?

\$ 338,183

If no, does the municipality provide a retirement system?

Yes No

If yes, please provide the most current estimate of any unfunded pension liability.

OUTSTANDING DEBT NOT WITH THE BOND BANK

Combined Debt Service Payment Schedule

List all your current outstanding long term debt that **is not** with the Maine Municipal Bond Bank. Provide a schedule of all future principal and interest payments, by year, until debt is retired, or attach a copy of the amortization schedule for each loan.

Fiscal Year Ending	Principal	Interest
6/30/2021	\$ 60,710.31	\$ 46,176.69
6/30/2022	\$ 62,310.60	\$ 44,576.40
6/30/2023	\$ 63,953.18	\$ 42,933.82
6/30/2024	\$ 65,639.15	\$ 41,247.85
6/30/2025	\$ 67,369.67	\$ 39,517.33
6/30/2026	\$ 69,145.90	\$ 37,741.10
6/30/2027	\$ 70,969.08	\$ 35,917.92
6/30/2028	\$ 72,840.44	\$ 34,046.56
6/30/2029	\$ 74,761.25	\$ 32,125.75
6/30/2030	\$ 76,732.83	\$ 30,154.17
6/30/2031	\$ 78,756.51	\$ 28,130.49
6/30/2032	\$ 80,833.69	\$ 26,053.31
6/30/2033	\$ 82,965.78	\$ 23,921.22
6/30/2034	\$ 85,154.21	\$ 21,732.79
6/30/2035	\$ 87,400.51	\$ 19,486.49
6/30/2036	\$ 89,706.19	\$ 17,808.81
6/30/2037	\$ 92,072.84	\$ 14,814.16
6/30/2038	\$ 94,502.06	\$ 12,384.94
6/30/2039	\$ 96,995.52	\$ 9,891.48
6/30/2040	\$ 99,554.91	\$ 7,332.09
6/30/2041	\$ 45,380.93	\$ 4,709.07
6/30/2042	\$ 46,515.46	\$ 3,574.54
6/30/2043	\$ 47,678.34	\$ 2,411.66
6/30/2044	\$ 48,787.90	\$ 1,219.70
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
Total Payments	\$ 1,760,737.26	\$ 577,908.34

Total principal payments should equal "Other Issuances, outside the Bond Bank" on the Debt Info Worksheet.

TAX INFORMATION

Rate and Tax Collections *SAD's to complete for each City/Town in the District*

Fiscal Year	Tax Rate (Per \$1,000 of Assessed Value)	Total Taxes Billed	Collected by End of Fiscal Year		Collected by End of Second Year	
			Dollar Amount	% of Tax Levy	Dollar Amount	% of Tax Levy
20/21	\$ 22.03	\$ 8,553,312.97		%		%
19/20	\$ 22.33	\$ 8,718,538.20	\$ 7,966,899.90	91.380%		%
18/19	\$ 20.93	\$ 8,084,955.45	\$ 7,509,110.00	92.870%	\$ 7,896,914.03	97.670%
17/18	\$ 19.40	\$ 7,555,281.03	\$ 7,036,863.43	93.138%	\$ 7,386,534.67	97.770%
16/17	\$ 18.68	\$ 7,324,810.60	\$ 6,806,393.00	92.922%	\$ 7,197,817.05	98.266%
15/16	\$ 18.03	\$ 7,147,927.60	\$ 6,623,179.62	92.659%	\$ 7,025,696.80	98.290%

Property Valuations *SAD's to complete for each City/Town in the District*

Year Ending (Most Recent Year)	Local Assessed Value (Real Estate + Personal Property)	State Assessed Value
6/30/2021	\$ 388,257,511	\$ 364,100,000

Date of Last Re-evaluation: 4/1/2007

Composition of Tax Base: Please provide current fiscal year estimates for the following:

% Commercial and Industrial 54% % Residential 46%

Tax Due Dates: 12/02/2020 & 06/01/2021

Penalties and/or interest charged on overdue taxes: 8% per annum

Basis of Accounting (check one) Cash Modified Accrual Full Accrual

ECONOMIC INFORMATION

Largest Taxpayers of Municipality *(SAD's will need to complete for each City/Town)*

Taxpayer	Type of Business	Current Year Assessed Value	% of Total Assessed Value <i>taxpayer assessed value divided by town/city's total assessed value</i>
Dragon Products	Mining	\$83,304,511	21.5%
Wal-Mart East	Retail	\$17,783,983	4.6%
Lowe's Home Center	Retail	\$15,704,588	4.0%
Cabot Lyman	Boatbuilding	\$7,825,016	2.0%
			%
			%
			%
			%
			%
			%

Are you anticipating any changes in the largest taxpayer? Yes No

If yes, why?

Five Largest Employers in your Community *(SAD's to complete for each City/Town)*

Employer	Type of Business	# of Employees
Wal-Mart East	Retail	136
Lowe's Home Center	Retail	100
Dragon Products	Mining	90
Cabot Lyman	Boatbuilding	80
Hampton Inn	Hotel	50

Yes No Are any of these employers expected to make major changes in workforce or operations?
If yes, why?

Yes No Are there any other factors that have occurred since the date of the last annual report or financial statements that would significantly affect your revenue, expenditures or overall
If yes, please list:

Yes No There is pending litigation in excess of \$10,000. *If yes, we will need a statement from your local legal counsel about any such lawsuit.*

ECONOMIC INFORMATION *(continued)*

Yes No There is in place in your community or pending before the governing body, a limitation on the ability of governmental unit to raise, through taxes or rates, or expend from revenues, funds necessary to pay the costs incurred if you issue the debt called for in this application. *If yes, please provide a copy of the ordinance or proposed governmental unit action, explaining the possible limitation.*

Yes No Other-please explain:

A large rectangular area that has been redacted with a solid yellow color, obscuring any text that might have been present.

Yes No Are there any limitations (e.g., local ordinance, statutory, or regulation) governing the amount of bonded or general obligation debt that you may incur?
If yes, please explain

A large rectangular area that has been redacted with a solid yellow color, obscuring any text that might have been present.

STATEMENT OF DEFAULT

I hereby certify that (*applicant's name*) Town of Thomaston has not defaulted on any payment of matured Principal and/or Interest. If default has occurred, please provide details on a separate page.

The applicant must enclose the following documentation with the completed application. *Please indicate whether it is enclosed or not applicable.*

Enclosed N/A

- One copy of each of the last three annual Audited Financial Statements for each School District and municipality. If there is no operational history, please submit an analysis demonstrating financial feasibility.
- If the latest Audited Financial Statement is more than 12 months old, please submit the most recent unaudited financial statement (*e.g., trial balance, balance sheets, statement of revenue and expenditures*).
- One copy of the latest Budget.
- One copy of the last annual report. School Districts should include an annual report for each underlying municipality.
- Financial Information on pages 7, 8, 9, 10 and 11 of the Financial Application for each municipality being served by a school district.

Any material facts that amplify the financial effect on the community not requested in this application should be noted here:

The facts and representations in this application form are from the official records of this unit and are correct in all material aspects to the best of our knowledge.

Chief Administrative Officer: Kara George
(name)

Town Manager
(title)

Signature: _____

Treasurer: Jodell Benson

Signature: _____

Date: _____

Kara George

From: jonathan.eaton3@gmail.com
Sent: Tuesday, January 5, 2021 2:06 PM
To: Kara George; bill@tidalworksthomaston.com
Subject: FW: LWCF Site Preapproval

Importance: High

FYI. How do you want to proceed?

From: Beck, Doug <Doug.Beck@maine.gov>
Sent: Tuesday, January 5, 2021 2:01 PM
To: Beck, Doug <Doug.Beck@maine.gov>
Subject: LWCF Site Preapproval
Importance: High

Good afternoon,

You are receiving this email because you are one of more than fifty local project sponsors who requested a pre-approval site inspection as a prerequisite step in the LWCF grant application process. I want to let you know that your project site has been evaluated and is eligible for LWCF assistance. If you have not already done so, you should start the application process at your earliest convenience.

If we have not already discussed your project details and you would like to, please contact me so we can schedule a time to talk by phone or video call. If you have any questions that can be answered by email, don't hesitate to ask.

This promises to be an especially competitive grant round as the number of requests is more than double what I typically see.

Good luck

Doug

Douglas S. Beck
Outdoor Recreation Supervisor
Maine Bureau of Parks & Lands
54 Independence Drive
Augusta, ME 04333
Work Cell 207-592-0439

To: Zel Bowman-Laberge
Fr: Walter Reitz
Subject: OHSTT Transfer Station Renovation
Date: January 5, 2021

Zel,

The following is a recap of the OHSTT Renovation costs, expected contribution for Town Reserves and the pending loan with First National Bank. Good luck in your Thursday meeting!

Walter

Renovation Costs:

Compactors acquired in Q3/Q4 2020:	\$103,357
Construction by S.J. Wood	\$970,131
Scale	\$ 20,000 (Estimate)
Total Costs	\$1,093.488

Funded to date:

Thomaston	\$48,578
Owls Head	\$27,596
South Thomaston:	\$27,183
Total to Date:	\$103,357

To be funded:

Thomaston Reserves	\$314,862
Owls Head	\$153,782
South Thomaston	\$126,461
Sub Total	\$595,105
First National Bank	\$400,000
(20 year, 3.02% no pre-payment penalty)	
Total New Funding	\$995,105
Total Costs	\$1,093.488
Total Funding	\$1,098,462

Kara George

From: bill@tidalworksthomaston.com
Sent: Wednesday, January 6, 2021 11:07 AM
To: Kara George
Cc: Chris Rector; Diane Giese; Peter Lammert; Sandy Moore; Zel Bowman-Laberge
Subject: FW: 2021 Project Canopy Assistance Grants Available

I heard back from Pete that new plantings have been nonexistent as a result of budget constraints for some time. This would appear to be an opportunity. Could we discuss Monday night???

Chris, thanks for bringing to our attention...

Bill

From: bill@tidalworksthomaston.com <bill@tidalworksthomaston.com>
Sent: Tuesday, January 5, 2021 3:50 PM
To: Peter Lammert <peter.lammert@myfairpoint.net>; 'Sandy Moore' <smoore@thomastonmaine.gov>
Subject: FW: 2021 Project Canopy Assistance Grants Available

Got this from Chris Rector... may be redundant, but not taking the chance...
Best....Happy New Year...

From: Rector, Chris (King) <Chris_Rector@king.senate.gov>
Sent: Tuesday, January 5, 2021 3:19 PM
To: [Bill@tidalworksthomaston.com](mailto:bill@tidalworksthomaston.com)
Subject: FW: 2021 Project Canopy Assistance Grants Available

Bill,
See below...I suspect that Pete is all over this, but in case he isn't, I thought you could share it with him or anyone else who might be interested in the grants from Project Canopy. Just an FYI...
Happy New Year!

Chris
Chris Rector
Regional Representative
Serving Knox, Waldo, Hancock and Washington Counties
Senator Angus S. King, Jr.
(207) 622-8292 (O) (207) 653-8368 (C) Fax: (207) 621-0286
4 Gabriel Dr. Augusta, ME 04330



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**MAINE DEPARTMENT OF
AGRICULTURE, CONSERVATION & FORESTRY**

MAINE FOREST SERVICE

Project Canopy

PROJECT CANOPY ASSISTANCE GRANTS - NOW AVAILABLE



Project Canopy Assistance Grants are available to state, county, and municipal governments, educational institutions, and non-profit organizations for developing and implementing community forestry projects and programs. Project Canopy, delivered to you by the Department of Agriculture, Conservation, and Forestry's Maine Forest Service, anticipates that \$100,000 will be available to support community forestry projects in the following categories:

Planning and Education

\$10,000 maximum award

Projects support sustainable community forestry management, and efforts to increase awareness of the benefits of trees and forests.

Planting and Maintenance

\$8,000 maximum award

Projects increase the health and livability of communities through sound tree planting and maintenance.

To be eligible to apply for 2021 Project Canopy Assistance grants, all applicants must attend a grant workshop prior to submitting an application (excluding previous workshop attendees). The grant workshop is web-based and is scheduled for February 3, 2021 at 1 PM, and will cover topics including grant writing, project development, sustainable community forestry management, and grant administration.

Grant applications will be due to the Maine forest Service at 5:00 pm on Friday, March 12, 2021. All grants require a 50% match from the grant recipient in cash or in-kind services.

Project Canopy is funded by the USDA Forest Service Community Forestry Assistance Program. The USDA Forest Service Urban and Community Forestry Program was authorized by the Cooperative Forestry Assistance Act of 1978 (PL95-313) and revised by the 1990 Farm

Bill (PL101-624) to promote natural resource management in populated areas and improve quality of life.

For complete grant application and workshop information, please visit the Project Canopy website at <http://www.projectcanopy.me/grants>. You can also learn more about the Project Canopy assistance program by contacting Jan Ames Santerre by phone at 207-287-4987 or by email at jan.santerre@maine.gov.

Photo Credit: Erika Dube, Saco Parks and Recreation



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This service is provided to you at no charge by Maine Department of Agriculture, Conservation and Forestry.

This email was sent to chris_rector@king.senate.gov using GovDelivery Communications Cloud on behalf of: Maine Department of Agriculture, Conservation and Forestry - 18 Elkins Lane, Harlow Building - Augusta, ME 04333





Pope Memorial Humane Society of Knox County

December 28, 2020

Adopt Care Educate
Ms. Kara George
Town of Thomaston
P.O. Box 299
Thomaston, ME 04861

Dear Ms. George:

As you know, the Animal Care Facility Agreement between the Town Thomaston and the Pope Memorial Humane Society will expire on December 31, 2020. I have enclosed two copies of a proposed 2021 Animal Care Facility Agreement between your town and the PMHS for your consideration.

We are once again offering the ability to commit to a three-year contract at a discounted rate over an annual renewal. Our rates will remain the same as our current agreement.

- *Three-year contract rate* is just \$1.40 per resident for the term of entire 3-year contract.
- *One-year contract rate* is \$1.45 per resident for the term of the contract.

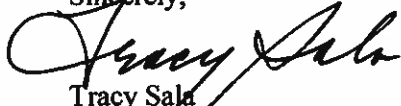
If you would like to continue to contract your animal care services, please indicate your preference for either a 1-year or 3-year term limit, sign and date both copies, keeping one for your files and returning one copy to PO Box 1294, Rockland, Maine, 04841.

Please note which Contract term limit your town will be exercising in paragraphs 1 & 7 and whether you would like to assess an impoundment fee from Thomaston residents who are seeking to redeem an impounded animal, as provided in section 8. Currently, we collect a \$5 fee from Thomaston residents. Any fee collected by PMHS on behalf of the town are credited back to the town on the quarterly invoices. Invoices will be mailed quarterly on January 15, April 15, July 15 and October 15.

We are happy to share that as part of our commitment to the communities we serve, we will continue to offer spay/neuter financial assistance to residents who wish to get their animals "fixed" and have raised the level of assistance to \$100 per voucher. We also offer Admission and Lost and Found services to residents as well as pet food assistance and other pet related services.

I hope that you will once again choose the Pope Memorial Humane Society to assist you with your companion animal needs. If you have any questions regarding the enclosed Agreement or other animal welfare related matters, call me at 594-4897 or e-mail me at director@hskcme.org.

Sincerely,



Tracy Sala
Executive Director
Enclosures



POPE MEMORIAL HUMANE SOCIETY Animal Care Facility Agreement – 2021

AGREEMENT

This agreement made and executed in duplicate this ___ day _____, 202__ by and between Town of Thomaston, P.O. Box 299, Thomaston, 04861, County of Knox, State of Maine, hereinafter "Municipality" with a population of 2781 as reported in the most recent Census, and the *Pope Memorial Humane Society*, a not-for-profit corporation organized and existing under the laws of the State of Maine, with a principle place of business located at 25 Buttermilk Lane, in Thomaston, County of Knox, State of Maine, hereinafter "PMHS".

WITNESSETH

WHEREAS, Municipality is required under laws of the State of Maine to provide shelter at a State licensed animal control shelter for stray and lost dogs and cats; and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, PMHS possesses both the expertise and facilities to provide these services;

NOW, THEREFORE, the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall begin January 1, 2021, and remain in effect until **December 31, 2021 or 2023.**
2. **ACCEPTANCE OF ANIMALS.** Provided PMHS is not under quarantine as imposed by a State humane agent, State veterinarian, veterinarian on the PMHS Board of Directors, contract veterinarian OR PMHS does not have adequate space or as in the case of feral cats appropriate housing or a relocation site, PMHS agrees that it will accept each and every Animal delivered to it at the PMHS shelter by a duly authorized Animal Control Officer ("ACO") of the Municipality or other authorized individual, provided the Animal was found within the territorial limits of Municipality. Said Animals shall be held for the legal impoundment period. At the end of the legal impoundment period, PMHS will make such disposition as it, in its sole discretion, deems necessary and proper, and in accordance with Title 7 M.R.S.A. Sec. 3913
3. **DELIVERY OF ANIMALS.** Provided the PMHS shelter is not under quarantine or lacks adequate space, all stray or lost Animals collected by said ACO or other authorized individual shall be delivered to PMHS for the impoundment period provided the ACO or authorized individual cannot return the stray or lost Animal to its owner directly. A person finding a stray Animal and taking control of that Animal shall take that Animal to its owner if known or, if the owner is not known, to the animal shelter designated by the Municipality in which the Animal was found, (7 M.R.S.A. §3913). Delivery of Animals should be made during regularly staffed hours (8am-5pm, seven days a week). After hours the ACO or other authorized individual will be given limited access to the PMHS facility.
4. **CLAIM FORMS.** Municipality agrees to submit PMHS-approved forms, to PMHS, within twenty-four (24) hours of PMHS accepting Animal.
5. **EXCLUSIVE RIGHT AND CUSTODY.** Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to PMHS shall be under the exclusive control and custody of PMHS. Moreover, Municipality agrees that, so far as it is concerned, PMHS shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of PMHS.
6. **PROPER CARE REQUIRED.** PMHS shall comply with animal care standards as required by State law for such Animals while they are in PMHS's possession.

7. **FEES AND PAYMENT TERMS.** For the services provided by PMHS, Municipality agrees to pay PMHS a per capita rate of **\$1.40 (3-year contract) or \$1.45 (1 Year Contract) x 2781 (town population)** as such population was reported in the most recent Census. Payment shall be made quarterly within 30 days of billing which billing shall be no later than January 15, April 15, July 15 and October 15.
8. **IMPOUNDMENT FEE COLLECTION AND LICENSING.** PMHS agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee, plus the cost of board at a rate to be determined by PMHS for each day of impoundment from the date of impoundment. Further, PMHS will require owners of dogs/puppies to show proof of licensure. Owners without proof of licensure will be issued a ten-day license prior to releasing a dog/puppy into the custody of the owner. Copies of the ten-day license will be forwarded to Municipality.
9. **RABIES QUARANTINE.** PMHS shall quarantine on a space available basis for a period of at least 10 days, stray dogs and cats from the Municipality that have bitten residents of the Municipality and are brought to PMHS by an ACO or authorized agent of the Municipality. Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality. If space is available, PMHS may quarantine privately owned animals that have bitten a person at a charge of \$12/day payable in cash in advance by the individual.
10. **ENFORCEMENT ACTIVITIES.** Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. PMHS shall not be required to apprehend or seize any Animals found roaming at large.
11. **ANIMAL CONFISCATIONS/SEIZURES.** In the case of an animal confiscation or seizure by Municipality in which the animals are brought to PMHS, Municipality will be responsible for a boarding fee of \$4 per animal, per day, until ownership of the confiscated animals is determined by owner relinquishment, a Court Order or other legally enforceable agreement.
12. **DONATIONS OR GIFTS.** Any and all donations, contributions, or anything of value given to or received by PMHS as a result of any services performed in carrying out the provisions of the Agreement, including but not limited to PMHS's impoundment payments (excluding town fees) shall be the exclusive property of PMHS, and Municipality shall have no claim or interest therein.
13. **ADOPTION AUTHORITY.** PMHS shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
14. **VETERINARY CARE.** Municipality agrees that it shall obtain appropriate veterinary care for injured Animals prior to delivery to the PMHS shelter as required by Title 7 M.R.S.A. §3948(2), as may be amended. In the event that Municipality delivers an injured Animal to PMHS without obtaining appropriate veterinary care, PMHS, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary or appropriate. PMHS, in its sole discretion, may choose where said Animal will receive veterinary care. Municipality agrees to reimburse PMHS for the costs of such care within thirty (30) days from the date of an invoice therefore.
15. **ANIMAL CONTROL OFFICERS.** Municipality agrees that it shall notify PMHS, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each ACO with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality's Codes or Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. ACOs must also be certified as required by Title 7 M.R.S.A. §3947.
16. **INDEPENDENT CAPACITY.** PMHS, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents, and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of PMHS. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between PMHS and Municipality.
17. **INDEMNITY.** Municipality shall, at its own expense, defend, indemnify and save harmless PMHS for all demands, claims, causes of action or judgments, and from all expense and losses that may be incurred, including reasonable attorneys' fees, arising from or growing out of the performance of this Agreement, except to the extent such loss or claim

results from the error, omission, negligence or fault of PMHS, its officers, employees or agents. Nothing in this paragraph shall be deemed to waive any immunity from suit or limitation on liability on the part of Municipality under provisions of the Maine Tort Claims Act. To the extent that such loss or claim results from the error, omission, negligence or fault of PMHS, its officers, employees or agents, PMHS shall, at its own expense, indemnify and save Municipality harmless from all such demands, claims, causes of action or judgments, and from all expense and losses, including reasonable attorneys' fees, incurred by Municipality in the investigation, defense or settlement of such loss or claim. For this purpose only, PMHS hereby voluntarily waives any and all charitable immunity, workers compensation immunity, or other immunity it may otherwise enjoy under State or Federal law.

18. **COMPLIANCE.** PMHS agrees to comply with applicable Federal and State laws/regulations in the performance of this Agreement.
19. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written approval of the other party.
20. **OTHER SERVICES.** PMHS offers to provide the following services to Municipality at no additional cost: (1) Telephone Services to avoid confusion as to animal control, reclaiming an Animal, and adopting an Animal, PMHS will take telephone inquiries at the PMHS shelter and refer the appropriate inquiries to the office of animal control or other designated office and (2) PMHS staff will take lost and found reports to facilitate the return of pets to their owners.
21. **END OF TERM.** At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, PMHS agrees to continue to receive and care for strayed and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect at the end of the term. Provided, however, that such obligation shall not exceed two (2) months and that Municipality continues to make payments as billed.
22. **COMPLETE AGREEMENT.** This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force of effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.
23. **BINDING.** This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.
24. **SEVERABILITY.** If any provision of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.
25. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts.

POPE MEMORIAL HUMANE SOCIETY (PMHS)

By: 

Printed Name: Tracy Sala

Title: Executive Director

Date: 12/28/2020

TOWN OF THOMASTON (Municipality)

By: _____

Printed Name: _____

Title: _____

Date: _____

Kara George

From: Missy Stevens
Sent: Monday, December 14, 2020 8:36 AM
To: Daryl Hahn
Cc: Andrew Josephs; Kara George
Subject: RE: Personnel Committee

Good morning Daryl, thank you for letting me know.

Thank you Daryl for your commitment on the Personnel Committee and all the time you spend making Thomaston a better place for us all. Your service is respected and appreciated.

Respectfully,

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

From: Daryl Hahn [mailto:darylhahn@gmail.com]
Sent: Sunday, December 13, 2020 8:10 AM
To: Missy Stevens <mstevens@thomastonmaine.gov>
Cc: Andrew Josephs <ajj108@yahoo.com>
Subject: Personnel Committee

Good Morning Missy,

I have been pleased to be a member of the Town's Personnel Committee but at this time feel that due to my other commitments I need to resign from this Committee and provide the opportunity for others to serve.

Thank you for your assistance,
Daryl Hahn

Kara George

From: Alexenia Payor <apayor@gmail.com>
Sent: Thursday, January 7, 2021 9:51 AM
To: Kara George
Subject: Resignation Notice

Hi Kara,

I'm writing to inform you of my resignation effective Thursday, January 7, 2021.

I wish you all the best,

Allie