

**SELECT BOARD MEETING
MONDAY, MAY 24, 2021
EXECUTIVE SESSIONS: 5:00 P.M.
REGULAR MEETING: 6:00 P.M.**

IN-PERSON AT 13 VALLEY STREET

**NEW! LIVE STREAMING AVAILABLE ON THE TOWN WEBSITE OR BY VISITING:
https://www.townhallstreams.com/towns/thomaston_me**

EXECUTIVE SESSIONS

1. **5:00 PM** Pursuant to MRS Title 1, §405 (6D), to discuss the Teamsters bargaining agreement.
2. **5:15 PM** Pursuant to MRS Title 1, §405 (6E), for consultations with the Town Attorney.

SELECT BOARD REGULAR MEETING AT 6 P.M.

1. **CALL THE MEETING TO ORDER**
2. **PUBLIC HEARINGS:**
 - A. **To hear public comment on deeming the condemned property located at 362 Pleasant Street as a dangerous building, pursuant to MRS Title 17, Chapter 9, Subchapter 4 Dangerous Buildings, §2851.**
 - B. **To hear public comment on the retail marijuana license application of Green Alien Cannabis Company located at 155 New County Road, pursuant to Thomaston Ordinances, Chapter 7, Land Use, Section 716.16.7.3**
3. **APPROVE THE MINUTES OF: April 7, May 5, and May 13**
4. **APPROVE THE WARRANTS**
5. **ADJUSTMENTS TO THE AGENDA**
6. **TOWN MANAGER'S REPORT**

7. TOWN BOARDS & COMMITTEES UPDATE

8. PUBLIC COMMENTS

8. OLD BUSINESS

- A. Discuss the Thomaston Green Task Force & RFP for the Parks and Trails Masterplan.

9. NEW BUSINESS

- A. Review for approval the Comstar Ambulance Billing Service contract as recommended by EMS Chief Amy Drinkwater.
- B. Review the request the Academy Board of Trustees to expend an estimated \$19,286 from the Academy Reserve to repair the bell tower.
- C. Consider accepting the lowest paving bid from All States Construction, Inc. of 7,390 tons at a cost of \$94,739.80 as recommended by Public Works Director Brandon Allen.
- D. Consider accepting the 2021 Project Canopy Assistance Grant of \$7,975 from U.S.D.A. Forest Service Urban and Community Forestry Program.
- E. Consider authorizing the expenditure of \$3,500 for an appraisal to be completed by Bucklin Appraisal LLC of the Kiln Parcel located off Wadsworth Street.
- F. Approve for signature the FY 2021-2022 RSU #13 Budget Referendum Warrant for posting.

11. ADJOURN

Upcoming Dates:

| | |
|-----------------------------------------------|------------------------------------------|
| Tuesday, May 25 th at 6 p.m. | Harbor Committee Meeting (Zoom) |
| Thursday, May 27 th at 4 p.m. | Fire/EMS Building Committee (In-person) |
| Monday, May 31 st | Memorial Day Observed (Offices Closed) |
| Wednesday, June 2 nd at 6 p.m. | Clean Energy Workshop (Zoom) |
| Tuesday, June 8 th - 8 a.m.-8 p.m. | Town Meeting Election Day (In-person) |
| Monday, June 14 th at 6 p.m. | Select Board Meeting (In-person) |
| Tuesday, June 15 th at 4 p.m. | Academy Board of Trustees (?) |
| Monday, June 21 st at 6 p.m. | Pesticide Ordinance Workshop (In-person) |



TOWN of THOMASTON

Code Enforcement Office

13 Valley Street

Thomaston ME 04861-3818

(207) 354-6107

bwasson@thomastonmaine.gov

March 8, 2021

William Perry
c/o Roxanne Lebrecht
94 Rankin Street, Apt. 300
Rockland, ME 04841

Dear Mr. Perry:

I write to you in my capacity as Code Enforcement Officer and Plumbing Inspector for the Town of Thomaston. In my capacity as Code Enforcement Officer and Plumbing Inspector, I am most concerned about maintaining the health, safety and welfare for the citizens of the Town of Thomaston. I have inspected your 1973 Monarch trailer I find that it constitutes a dangerous building or nuisance pursuant to 17 M.R.S.A. 2851.

1. Your 1973 trailer is crumbling like an old ruin, and I observed the following conditions concerning its deterioration which is clearly visible to the naked eye.
2. The structural integrity of your trailer is in such a weakened and deteriorated state that the back door has fallen off.
3. The window frames have all rotted.
4. The floor is so weakened structurally that it moves when you walk on it, and in a short time you could easily fall through the floor to the ground below.

5. Inside I noticed that there is a hole in the ceiling that allows rainwater to enter the building.

6. There is a hole in the whole exterior sheathing that goes right through to the inside so it is no longer protecting the inside from the weather.

7. On the roof you have tarps draped over the roof because the roof is leaking and likely to collapse if a lot of snow should fall on it.

8. As Plumbing Inspector, I could not help but notice that there is no functioning sanitary system in the trailer, and this makes your building uninhabitable both under State Plumbing Code and our local ordinances.

9. Inside the trailer is a foul odor of decay and other unpleasant odors.

10. I noticed inside your building that you have collected in boxes and thrown about all sorts of paraphernalia which seems to suggest that you have the problem of holding onto and not getting rid of things that are no longer valuable and of use to you. The hallways and rooms are so filled with unwarranted material that there is very little room, if any, to walk.

11. Also from my inspection, it appears that you have no water source which adds to the problem of your procuring a plumbing permit and increases the problem of the unsanitary situation around your trailer.

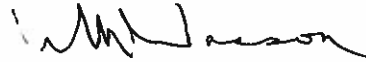
As a result of these conditions, I find that your mobile home is structurally unsafe, unstable and unsanitary and your trailer is unsuitable for occupancy as a single family dwelling, your trailer constitutes a hazard to health and safety because of inadequate maintenance, dilapidation and is dangerous to life or property.

I also find that there is no reasonable way that improvements could be made to your mobile home to make it no longer dangerous because the costs of such repairs would exceed the costs of a new mobile home.

I am going to recommend to the Thomaston Board of Selectmen that they seek an order of demolition of your mobile home by filing a complaint in the Knox County Superior Court. The Thomaston Board of Selectmen will hold a public

hearing to determine that your mobile home is a dangerous building pursuant to 17 M.R.S.A 2851 on the May 24, 2021 meeting of the Thomaston Selectmen and to serve this letter on you.

Very truly yours,



William Wasson
Code Enforcement Officer and
Plumbing Inspector

Cc Sunset Acres Mobile Home Co-op
c/o Lash Realty Group
P.O. Box 837
Waldoboro, ME 04572

Peter Drum, Esq.

January 29, 2021

Planning Board
Town of Thomaston
13 Valley Street
Thomaston, ME 04861

RE: Site Plan Review Application for Green Alien Cannabis
Company, at 155 New County Road, Thomaston, Maine 04861

Dear Ms. Richards and Planning Board Members:

Green Alien Cannabis Company is seeking site plan approval to begin operating a marijuana retail store at 155 New County Road, located in the Highway Commercial zone of Thomaston. This property was granted conditional use approval by the Planning Board on December 16, 2020.

Green Alien's use of the property meets all of the approval criteria listed in Article IV Site Plan Review of the Thomaston Land Use and Development Ordinance, as outlined below. Please note that the Planning Board granted two waivers to Green Alien due to this site's status as an existing building on an existing lot in the Highway Commercial District, previously approved by the Planning Board. These include a waiver of Section 737.14.1, stormwater drainage and erosion control plan, and a waiver of Section 737.14.2, a utility plan. (Please see the Town's Waiver, attached to this application).

1. *739.1 - Preserve and Enhance the Landscape.*

Green Alien will not remove any existing trees or vegetation on site. In order to enhance the lot, Green Alien shall install plantings along a perimeter landscape strip, as required per 716.16.6.2, as well as along the northern side of the building, facing New County Road, for aesthetic appeal. These plantings will include maple trees and lochin butterfly bush. The entire perimeter of the property shall include attractive plantings to soften and screen the appearance of the parking area and the building itself.

2. *739.3 - Relationship of the Proposed Building to Environment and Neighboring Buildings.*

The physical placement of this building fits harmoniously with the terrain of the site and with neighboring structures. This building, which was previously used as the "Feed Store," is the same character, style, and visual appeal of the surrounding uses, but the building is smaller than all surrounding buildings. Neighboring uses include a marine supply store housed in the same building as a Chinese restaurant, an Enterprise Rent-A-Car site, a Mr. Tire, and other larger commercial buildings. This building does not interfere with the solar access of any surrounding

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buildings or parcels. The drainage features have been approved by the Planning Board in the past, and the natural features will be improved to uplift the aesthetic appeal of this site and the surrounding commercial lots.

3. 739.4 - Vehicular Access, Parking and Circulation.

a. The exit driveway meets the site-distance requirement. The exit driveway was previously approved by the Planning Board. U.S. Route 1, New County Road, is a state road and the exit driveway is located within a 40 MPH zone. The minimum site-distance requirement for a state road within a 40 mph zone is 580 feet. From the exit driveway, as measured from the point at which the driveway meets the public right of way, there is an uninterrupted line of sight up and down the road for a minimum of 600 feet.

b. U.S. Route 1 is adequate to carry the anticipated traffic attributed to Green Alien's retail store, as it was for the prior retail use of this building. The site plan shows both the ingress and egress routes for this site, which are designed to avoid hazardous conflicts with existing turning movements and traffic flows. The ingress and egress are both adequately wide to provide for ample turning and maneuvering. U.S. Route 1 is a four lane road at this point, so traffic on and off the thoroughfare can easily accommodate the continued use of these ingress/egress points. As has been shown from the historic retail use of this space, these ingress and egress points do not create hazardous traffic conditions, and are designed to ensure safe travel on and around this site.

c. Pedestrian ways will be safely separated from vehicular traffic. All parking spaces are immediately adjacent to the building, or close to it along the property line. Pedestrians will not be required to cross the ingress or egress to gain access to the building.

4. 739.6 - Special Features of Development

There are no special features of development at this site (such as exposed storage areas, exposed machinery installation, service areas, truck-loading areas, or utility buildings). As such, this criteria is not applicable.

5. 739.7 - Exterior Lighting

As required by state and local law, the proposed development will include lighting at all entrances to the facility sufficient to illuminate an area of 10 feet during hours of low light. These will be motion sensor lights that will not be illuminated outside of hours of operation unless the sensor is triggered. Green Alien also proposes lighting on all walls of the retail facility space, as well as all other required areas that are not currently serviced by exterior lighting. The lighting will be positioned to illuminate the retail space only and will not be illuminated outside of hours of operation.

6. 739.8 - Emergency Vehicle Access

This site is equipped with a very generous parking area, with two entrances to the parking lot along New County Road. This parking area is larger than the parking lot at Mr. Tire, Enterprise, the

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bottle and can redemption center, and other nearby uses. The abundant space provided for this facility will provide plenty of turnaround and maneuvering space on site and will provide more than the required 20 feet for fire lanes around the entire structure at all times of year. Green Alien will modify travel lanes if necessary at the recommendation of the fire department.

If you have any further questions, I am available any time by phone (207) 615-8176 or by email (hking@dwmlaw.com). Thank you very much for your consideration.

Sincerely,

Hannah E. King



**Select Board Meeting
Wednesday, April 7, 2021
Special Meeting
Via Zoom**

Select Board Present: Chair Peter Lammert, Vice-Chair Bill Hahn, Sandy Moore, Diane Giese, Zel Bowman-Laberge, Police Chief Tim Hoppe, Finance Director Jodell Benson, Town Clerk Melissa Stevens, and Town Manager Kara George

Meeting called to order at 6:15 p.m.

A. Review and Vote on the proposed FY 2022 Town Budget

ACTION: Motions were made and seconded to approve the Proposed FY 2022 Budget. (See attachment with votes.) All department budgets were passed.

B. Review the Town Meeting Warrant and vote on individual Warrant Articles.

ACTION: Motions were made and seconded to approve the proposed Town Meeting Warrant articles. All warrant articles were approved except Article 32: "Shall Chapter 7, Thomaston Land use and Development Ordinance be amended by the changes of several District Boundary Descriptions as proposed by the Thomaston Planning Board?" (See attached Warrant for votes.)

Town Manager Kara George noted that the Budget Committee voted to put the additional patrol officer question on the warrant for the town meeting, but they are not approving or disapproving the item.

ACTION: Diane Giese made a motion to approve Article 8: "Shall the Town vote to hire, raise and appropriate \$81,160 for an additional Patrol Officer for the Police Department?" The motion was seconded by Bill Hahn. VOTE: 4-1. (Sandy Moore Opposed)

Article 19: There was brief discussion on the Watts Block Building Reserve line. Diane Giese inquired if the reserve would be enough? Bill Hahn confirmed it is.

Article 32: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the changes of several District Boundary Descriptions as proposed by the Thomaston Planning Board?

Zel Bowman-Laberge stated she has reservations approving this warrant knowing the Comprehensive Plan Committee does not fully support this. Voters approved the Comprehensive Plan, and she wants to make sure the voters feel represented. She is

interested in reviewing the minutes from the Planning Board-Comprehensive Plan workshop on February 23, 2021.

Joanne Richards explained that the vote was 5-0 to move the article on to public hearing. She further explained the article is dealing with boundary changes from R1 to R2. The request from the Comprehensive Plan is to change one lot previously shoreline commercial. It changes the boundary to R2, the boundary out by the bridge, and changes RT131 (High St) from R1 to R2. Those are the two boundary changes.

Extensive discussion continued regarding Article 32 and the definitions of R1, R2 and R3.

ACTION: Zel Bowman Laberge motioned to take Article 32 off the Warrant. Diane Giese seconded. VOTE: 3-1-1 (Sand Moore opposed/Pete Lammert abstained)

Action: Sandy Moore motioned to adjourn at 8:00 p.m. Bill Hahn seconded. VOTE: 5-0

Chairman Peter Lammert

Town Clerk Melissa Stevens

**Select Board
April 7, 2021
Special Meeting**

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

TO: Timothy Hoppe, a Constable of the Town of Thomaston in the County of Knox, State of Maine.

GREETINGS: In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Thomaston, in the County of Knox, State of Maine, qualified to vote by law in Town affairs, to meet at the THOMASTON MUNICIPAL BUILDING (former Lura Libby School) at 13 Valley Street in said Town on _____ at 8:00 AM prevailing time, then and there to act upon articles ____ of the Annual Town Meeting Warrant. Polls will open at eight (8) o'clock in the morning and will close at eight (8) o'clock in the evening prevailing time.

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

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

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

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

FINANCIAL STATEMENT

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

Select Board Recommends ZB 1st /DG 2nd VOTE: 5-0

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

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

Select Board Recommends SM 1st /BH 2nd VOTE: 5-0

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

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

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st /BH 2nd VOTE: 5-0

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

Budget Committee Recommends ___/ Select Board Recommends SM 1st /BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/Select Board Recommends SM1st / BH2nd VOTE:5-0

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

Budget Committee Recommends 5-1/ Select Board Recommends ZB 1st / DG 2nd VOTE: 4-1

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

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

Budget Committee Recommends ___ / Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

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

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

Budget Committee Recommends 6-0/ Select Board Recommends ZB 1st / BH 2nd VOTE: 5-0

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

Budget Committee Recommends 6-0/ Select Board Recommends BH 1st / SM 2nd VOTE: 5-0

Explanation:

| | | | |
|-------------------------------------|-----------------|---------------------------------------|-----------|
| <i>Police Cruiser Reserve</i> | <i>\$ 7,000</i> | <i>Public Works Equipment Reserve</i> | |
| <i>\$30,000</i> | | | |
| <i>Ambulance Reserve</i> | <i>\$25,000</i> | <i>Culvert Replacement Reserve</i> | |
| <i>\$24,000</i> | | | |
| <i>Fire Apparatus Reserve</i> | <i>\$30,000</i> | <i>Watts Block Building Reserve</i> | <i>\$</i> |
| <i>8,000</i> | | | |
| <i>Municipal Facilities Reserve</i> | <i>\$50,000</i> | <i>Computer Reserve</i> | |
| <i>\$15,700</i> | | | |
| <i>Academy Maintenance Reserve</i> | <i>\$ 7,000</i> | | |

In addition to Reserves, the total appropriation in this warrant article includes bond payments, paving and sidewalk projects, and the Georges River Shellfish Management program.

ARTICLE 20: Shall the Town vote to permanently increase the property tax levy limit established for the Town of Thomaston by State Law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that is greater than that tax levy limit?

Select Board Recommends ZB 1st / SM 2nd VOTE: 5-0

Explanation: It is not projected that the town's budget will exceed tax levy limits established by State law, but as a preventative housekeeping action it is recommended the Town vote to approve Article 20. By State law, the vote on this article must be by written ballot.

ARTICLE 21: Shall the Town vote to authorize the Select Board to expend funds from the (Non-TIF) Dragon Credit Enhancement Agreement (CEA) for economic development purposes

that are consistent with the Dragon Tax Increment Financing District established in February 2002?

Economic Development Committee Recommends ___ / Select Board Recommends SM 1st / DG 2nd VOTE: 5-0

ARTICLE 22: Shall the voters of Town of Thomaston amend the existing Dragon Cement Tax Increment Financing (TIF) District and Development Program by extending the term to 30 years and updating this TIF District and Development Program as described in the TIF Application on file at the Town Office?

Economic Development Committee Recommends ___ / Select Board Recommends ZB 1st / DG 2nd VOTE: 5-0

ARTICLE 23: Shall the Town vote to authorize the Select Board to enter into multi-year contracts (not to exceed three (3) years) for the lease or purchase of goods and services, when they deem it in the best financial interest of the Town?

Select Board Recommends SM 1st / DG 2nd VOTE: 5-0

ARTICLE 24: Shall the Town vote to authorize the Select Board TO MOVE UP TO 10% OF UNEXPENDED BALANCES from various budget categories as they deem advisable to meet unanticipated expenses, emergencies, and to aid in the smooth transition of Town business?

Select Board Recommends DG 1st / BH 2nd VOTE: 5-0

ARTICLE 25: Shall the Town vote to authorize the Select Board and Treasurer, on behalf of the Town, to apply for and accept grants, gifts, donations, and other funds or contributions, including trust funds, that may be given or left to the Town?

Select Board Recommends SM 1st / DG 2nd VOTE: 5-0

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

Select Board Recommends DG 1st / SM 2nd VOTE: 5-0

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

Select Board Recommends SM 1st / BH 2nd VOTE: 5-0

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

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

Select Board Recommends ZB 1st / DG 2nd VOTE: 5-0

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

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

Select Board Recommends 5-0

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

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

Select Board Recommends BH 1st / SM 2nd VOTE: 5-0

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

Planning Board Recommends 5-0/ Select Board Recommends ZB 1st / BH 2nd VOTE: 5-0

ARTICLE 32: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the changes of several District Boundary Descriptions as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/ Select Board Recommends ZB motioned to take Article 32 off the Warrant. DG seconded. VOTE: 3 votes for /1 abstained /1 No

ARTICLE 33: Shall Chapter 7, Thomaston Land Use and Development Ordinance be amended by the addition of ARTICLE VIII ENERGY SYSTEMS, Section 758 Solar Energy Systems as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/ Select Board Recommends ZB 1st / DG 2nd VOTE: 5-0

ARTICLE 34: Shall Chapter 10, Definitions be amended by the additions and deletions of definitions as proposed by the Thomaston Planning Board?

Planning Board Recommends 5-0/ Select Board Recommends ZB 1st / SM 2nd VOTE: 5-0

**SELECT BOARD PUBLIC HEARING
TOWN MEETING ARTICLES
MAY 5, 2021 MINUTES**

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

The meeting was called to order at 6 p.m. remotely on Zoom.

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to enter into Public Hearing. **VOTE: 5-0**

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

- **A Date was set for a candidate's night for the Select Board Seat. To be held in person on Monday, May, 17th 2021 at 6:00 p.m. in the Multi-Purpose Room at the Thomaston Town Office, located at 13 Valley Street.**
- **No questions**

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

- **No questions**

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

- **No questions**

ARTICLE 5: Shall the Town vote to raise and appropriate \$740,203 for GENERAL GOVERNMENT for the 2021/2022 Fiscal Year?

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

1. The Public Works Dump Truck, Backhoe, and Sand/Salt Shed Reserves to the **Public Works Equipment Reserve**
 2. **No questions**
 3. The Culvert Replacement and Drainage Reserves to the **Culvert Replacement Reserve**
 4. **No questions**
 5. The Recreation Center and Skate Park Reserves to the **Recreation Department Reserve**
- **No questions**

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

Explanation:

| | | | |
|-------------------------------------|-----------------|---------------------------------------|-----------------|
| <i>Police Cruiser Reserve</i> | <i>\$ 7,000</i> | <i>Public Works Equipment Reserve</i> | <i>\$30,000</i> |
| <i>Ambulance Reserve</i> | <i>\$25,000</i> | <i>Culvert Replacement Reserve</i> | <i>\$24,000</i> |
| <i>Fire Apparatus Reserve</i> | <i>\$30,000</i> | <i>Watts Block Building Reserve</i> | <i>\$ 8,000</i> |
| <i>Municipal Facilities Reserve</i> | <i>\$50,000</i> | <i>Computer Reserve</i> | <i>\$15,700</i> |
| <i>Academy Maintenance Reserve</i> | <i>\$ 7,000</i> | | |

- **No questions**

ARTICLE 20: Shall the Town vote to permanently increase the property tax levy limit established for the Town of Thomaston by State Law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that is greater than that tax levy limit?

- **No questions**

ARTICLE 21: Shall the Town vote to authorize the Select Board to expend funds from the (Non-TIF) Dragon Credit Enhancement Agreement (CEA) for economic development purposes that are consistent with the Dragon Tax Increment Financing District established in February 2002?

- **Question: How much is the budget for the Thomaston Green Task Force? Zel Bowman-Laberge replied that it depended on what the Task Force would need.**
- **No further questions**

ARTICLE 22: Shall the voters of Town of Thomaston amend the existing Dragon Cement Tax Increment Financing (TIF) District and Development Program by extending the term to 30 years and updating this TIF District and Development Program as described in the TIF Application on file at the Town Office?

- **No questions**

ARTICLE 23: Shall the Town vote to authorize the Select Board to enter into multi-year contracts (not to exceed three (3) years) for the lease or purchase of goods and services, when they deem it in the best financial interest of the Town?

- **Question: Would the dollar amount be capped? Further explanation given for clarity as to meaning of a multi-year contract.**
- **No further questions**

ARTICLE 24: Shall the Town vote to authorize the Select Board TO MOVE UP TO 10% OF UNEXPENDED BALANCES from various budget categories as they deem advisable to meet unanticipated expenses, emergencies, and to aid in the smooth transition of Town business?

- **No questions**

ARTICLE 25: Shall the Town vote to authorize the Select Board and Treasurer, on behalf of the Town, to apply for and accept grants, gifts, donations, and other funds or contributions, including trust funds, that may be given or left to the Town?

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

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

- **No questions**

ACTION: Bill Hahn made a motion, seconded by Sandy Moore to adjourn at 6:43 p.m. VOTE: 5-0

Chairman Peter Lammert

Town Clerk Melissa Stevens

**SELECT BOARD PUBLIC HEARING
TOWN MEETING ARTICLES
MAY 13, 2021 MINUTES**

Present: Chair Peter Lammert, Zel Bowman-Laberge, Diane Giese, Sandy Moore, Town Clerk Melissa Stevens, and Town Manager Kara George.

The meeting was called to order at 6 p.m. In person.

Absent: Bill Hahn

ACTION: Sandy Moore made a motion, seconded by Diane Giese to enter into Hearing at 6:00 p.m. VOTE: 4-0

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

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

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

- **No questions**

ACTION: Sandy Moore made a motion, seconded by Diane Giese to adjourn at 6:13 p.m. VOTE: 4-0

Chairman Peter Lammert

Town Clerk Melissa Stevens

Town of Thomaston

Selectboard

In order to facilitate the development of a MASTER PLAN for our Parks and Recreational Trails there is hereby established a STEERING COMMITTEE to be made up as follows:

- Town Manager or designee
- One member from the Conservation Commission
- One member from the Georges River Land Trust
- Recreation Director or designee
- Public Works Director or designee
- One member from Pollution Control or designee
- One member from the Comprehensive Plan Committee
- Economic Development Director or designee
- One member from the Friends of Thomaston Green
- Two Thomaston residents appointed by the Selectboard from volunteers who express an interest in the Town's parks and trails development
- One member from the business side interested in the parks and trails

All members of the STEERING COMMITTEE shall have equal participation in discussions and approvals. The STEERING COMMITTEE shall be dissolved when the MASTER PLAN is approved by the voters of Thomaston.

The STEERING COMMITTEE shall work with Regina Leonard and Landmark Engineers (the Consultants) to develop a MASTER PLAN for the Parks and Recreational Trails by undertaking the following tasks:

- Meet with the Consultants as needed to exchange critical information and provide comments, ideas, etc. and to review the Consultants recommendations. This may include site visits.
- Provide the Consultants with the history of the purchase and development of the parks, particularly Thomaston Green, and trails including the 2014 parks study.
- Discuss with the Consultants the 2020 Comprehensive Plan as it applies to the parks and trails.
- Assist the Consultants in a public outreach program to engage the community to learn their uses and support for the parks and open spaces. This work must be flexible to collect input from all perspective views of the community.
- Provide assistance in disseminating the final proposed MASTER PLAN to the community prior to a public vote for acceptance.

The STEERING COMMITTEE shall meet at the direction of the Consultants.

Directive for Thomaston Green Task Force

APPROVED – 02/08/2021 -- REVISIONS – May 18, 2021

Guiding Principles:

1. To work within the community to identify the common goals for the Thomaston Green.
2. To identify multiple actions the Town can take to reach those collective goals.
3. To provide the Town recommendations regarding those goals and actions.

Tasks: (in no particular order)

1. Review primary documents (31 total) relevant to the history of the purchase and development of the Green which includes previous proposals and results from town citizen votes. List of primary documents attached.
2. Review the approved 2020 Comprehensive Plan as it applied to the Green.
3. Study the financials of the property including the tax-payer money has been spent to date on the development of the project and annual costs to the tax-payers.
4. Survey and document the desires of the community, hosting workshops with a moderator.
5. Study the spatial potential of the green (including the financial cost and social value), working with a planner, landscape architect, architect or civil engineer as needed to understand the site conditions. This may include creating an updated Master Plan for the site that would be voted on by Thomaston residents.

Task Force Members: (9 Voting, 5 Non-Voting)

1. 5 Thomaston Residents (Chris Crossman, Sue Howard, Ron Gamage, Janey Barthelette, Valerie Stone)
2. 1 Member from the Community and Economic Development Committee (TBD)
3. 1 Member from the Conservation Commission (Marian Sargent)
4. 1 Member from the Comprehensive Plan Committee (TBD)
5. 1 Member from the Recreation Committee (Noreen Mullaney)
6. Town Manager (non-voting)
7. Economic Development Director (non-voting)
8. Recreation Director (non-voting)
9. Pollution Control Director (non-voting)
10. Select Board Facilitator (Zel Bowman-Laberge: non-voting)

Additional Notes:

1. No more than three voting members of the Task Force can own property abutting the green.
2. No members of the Select Board shall be on the Task Force.
3. All meetings are public and not to be held at 6PM
4. The Task Force will have a dedicated page on the Town Website that will be updated regularly.
5. Any expenses related to the Task Force to be reviewed and managed by the Town Manager.
6. A portion of the Green may be reserved for a new Fire and EMS Building pending further study by the Town.



Corporate: 8 Turcotte Memorial Drive, Rowley, MA 01969
Ph: 800-488-4351 Fx: 978-948-8480

2/11/21

Service Director Drinkwater
adrinkwater@thomastonmaine.gov

Dear Service Director Drinkwater,

Comstar has been the leader of ambulance billing for municipal, volunteer and nonprofit ambulance services for *over 36 years*. We currently work with over 190 municipalities, and apply our services to over 250,000 billable ambulance transports annually.

Our flexibility and customization of approaches allows us to work with clients of all different sizes and needs. Comstar successfully partners with communities in Maine and has achieved great collection results on their behalf. These results have been attained while handling patients in a helpful, compassionate and respectful manner at all times.

The following is a preview of Comstar's Comprehensive Scope of Services. As you review this document, you will see that Comstar is not just a billing company. We are a billing partner for our clients who is committed to implementing the most innovative technologies available today and providing best in class customer service.

On behalf of the entire Comstar team, we are excited at the prospect of working with you and your services.

Best Regards,

Kathleen Martin

Manager & CEO

kathy.martin@comstarbilling.com (800) 742-3001

ORGANIZATION OVERVIEW

We are a family-owned New England company and have the experience, expertise, staff and equipment in place to successfully serve our clients.

Comstar was founded in Massachusetts in 1984 and has been providing emergency medical transport billing and collection services to New England cities and towns for over 36 years. Comstar's longevity offers evidence of permanency and reliability. We have a corporate office and main operations center in Rowley, MA.

Comstar has strategically committed 100% of our resources to Municipal and Non-Profit Ambulance Service Billing. We currently serve over 190 municipal ambulances throughout the Northeast in 7 different states. Our clients provide BLS, ALS, and SCT services, emergency and non-emergency transportation. Annually, Comstar applies its services to over 250,000 billable ambulance transports. Also, all client work is performed on Comstar premises by Comstar employees.

Comstar occupies a secure, modern 10,800 square foot facility equipped with cutting edge information technology infrastructure, meeting and training rooms and will accommodate expansion when needed. We welcome visits to our offices as they enable current and prospective clients to see our operation in action and meet our staff.

Since its inception, Comstar has had two owners. Its original owners, Dick Saunders, a volunteer fire fighter and his wife Linda, started the business out of a need in the municipal and nonprofit service world. Its current owners, Rick and Kathy Martin have been running and growing the company since 2000. Since then, Rick has transformed Comstar from a small, local ambulance billing service to one of New England's largest and most successful ambulance billing service organizations. From day one, Rick's strategic vision mirrored that of Comstar's original owners to provide the most comprehensive scope of services at the lowest possible price point. This was, and still is, modelled after the fact that our clients are continually being asked to "do more with less".

COMSTAR PRIMARY CONTACTS

Richard L. "Rick" Martin

Manager & CEO

Rick acquired Comstar in May 2000. Rick is a hands-on owner who oversees all activities at Comstar. Prior to acquiring Comstar, Rick had a progressive and successful 16 year career as a cost accountant, controller and CFO working for firms in government contracting and manufacturing/service markets. His vast experience in production and compliance provide invaluable resources to Comstar.

Education:

- B.S. Business Administration, University of New Hampshire, Durham, NH 1981
- MBA, Babson College, Babson Park, MA 1984

Rick.martin@comstarbilling.com (978) 771-6482 (cell)

Kathleen "Kathy" Martin

Manager & CEO

Kathy joined the operation team at Comstar in 2015 to lead a full re-training and staffing of the Customer Service Department. With over 30 years of experience in Education and Communications she transformed the CS team, with the assistance of a National Customer Service Training Company, into the best in class, customer and client focused service department that it is today. Kathy's focus at Comstar is in Medicare compliance, developing and maintaining Training/Quality Assurance programs and mentoring the leadership team.

Education:

- BA Communication Disorders, Education Minor, Salem State College, MA 1985
- MS, Boston University, Speech Language Pathology, Boston, MA 1987

Kathy.martin@comstarbilling.com (800) 742-3001

Nicole E. Vessal

In-House Counsel & Vice-President

As the daughter of co-owners Rick and Kathy, Nicole has been a part of Comstar in various capacities for over ten (10) years. In her current role, Nicole oversees daily operations and provides legal assistance on employment and contractual matters. Nicole approaches all matters in an analytical and compliance focused manner. Her commitment to the continued growth and success of Comstar is an asset to the employees and clients she serves.

Education:

- Suffolk University Law School, Boston, MA Juris Doctor 2018
- Virginia Tech, Blacksburg, VA, BA Political Science, 2018

nvessal@comstarbilling.com (800) 742-3001

PERSONNEL/STAFF QUALIFICATIONS

Internally, Comstar operates in a work-cell structure where our staff specializes in a particular area of the billing process. Many individuals are also cross-trained in different departments. The below list details the specific departments at Comstar and the number of employees staffed in those departments.

- | | |
|-----------------------------------|---------------------------|
| 1. Pre-Billing (3) | 6. Customer Service (8) |
| 2. Coding (7) | 7. Provider Relations (1) |
| 3. Payment Application (4) | 8. Client Accounting (2) |
| 4. Insurance Claims Follow-up (4) | 9. Data Retrieval (3) |
| 5. Information Technology (3) | 10. Upper Management (4) |

Comstar offers staff extensive training to ensure they are able to perform their job to industry best standards. Comstar's Coders are all trained and accredited by the National Academy of Ambulance Coding (NAAC). The NAAC represents the industry's "Gold Standard of Excellence" in compliance, ethics and integrity in all facets of ambulance billing and coding. Our Customer Service Department has also received training from a National Customer Service Training Company, who has worked with some of the most successful companies in the country.

In addition to properly training our staff, structured internal workflow programs are in place for all departments with built in overlap of function between departments to create visibility of work, efficiency and checks and balances.

OPERATIONAL APPROACH

Comstar's overall plan is to **maximize revenues** for our clients. The operational approach discussed here will be a basic overall plan of action, which notes how we will meet and exceed your scope of services.

To begin, all of the transports received from clients are handled electronically. Your PCR data will be retrieved by our Data Management Department on an agreed upon, set schedule. The PCR data is processed into Comstar's billing system, RescueNet. With each download, Comstar's Data Management Department will send you an email confirmation of the quantity and date range of data imported. This sets up a check and balance between Comstar and the client to ensure no data is missed.

Once imported, the trips are sent to Comstar's Run Entry & Coding Department. Here, Coders are responsible for entering the patient demographic information, reading the PCRs, and coding the claims into RescueNet. Also as part of this process, Coders are:

- identifying medical necessity for the emergency trips
- identifying proper billing procedures for the non-emergency trips
- insuring the correct payor/facility is billed
- reviewing PCS' for compliance with CMS regulations

If there is missing information on the PCR, the client will be questioned for that information. The applicable hospital will be questioned if there is missing insurance information.

Once a run is coded, it is sent to Comstar's Pre-Billing Department. This is where addresses are checked and insurance information is either obtained and/or verified. Each part of this process uses industry, best in class tools that allow Comstar to submit proper claims.

After the Coding and Pre-Billing process is complete, claims are submitted to our clearing house, TriZetto Provider Solutions (TriZetto). TriZetto scrubs the claim to ensure that a clean claim is ready to be submitted directly to the insurance carriers. Claims that have any errors are "rejected" in real time for corrections to be made prior to submitting to insurance. This is critical when looking at Timely Filing Limits. If claims are sent to carriers with errors the denial processing time can be too long to resubmit a clean claim. TriZetto Provider Solutions eliminates this scenario. In addition, claims that are not covered by insurance or do not have known insurance coverage are sent directly to the patient via an invoice. Throughout the life of the claim in TriZetto, Comstar's Insurance Follow-up Team can monitor its progress in real time as well.

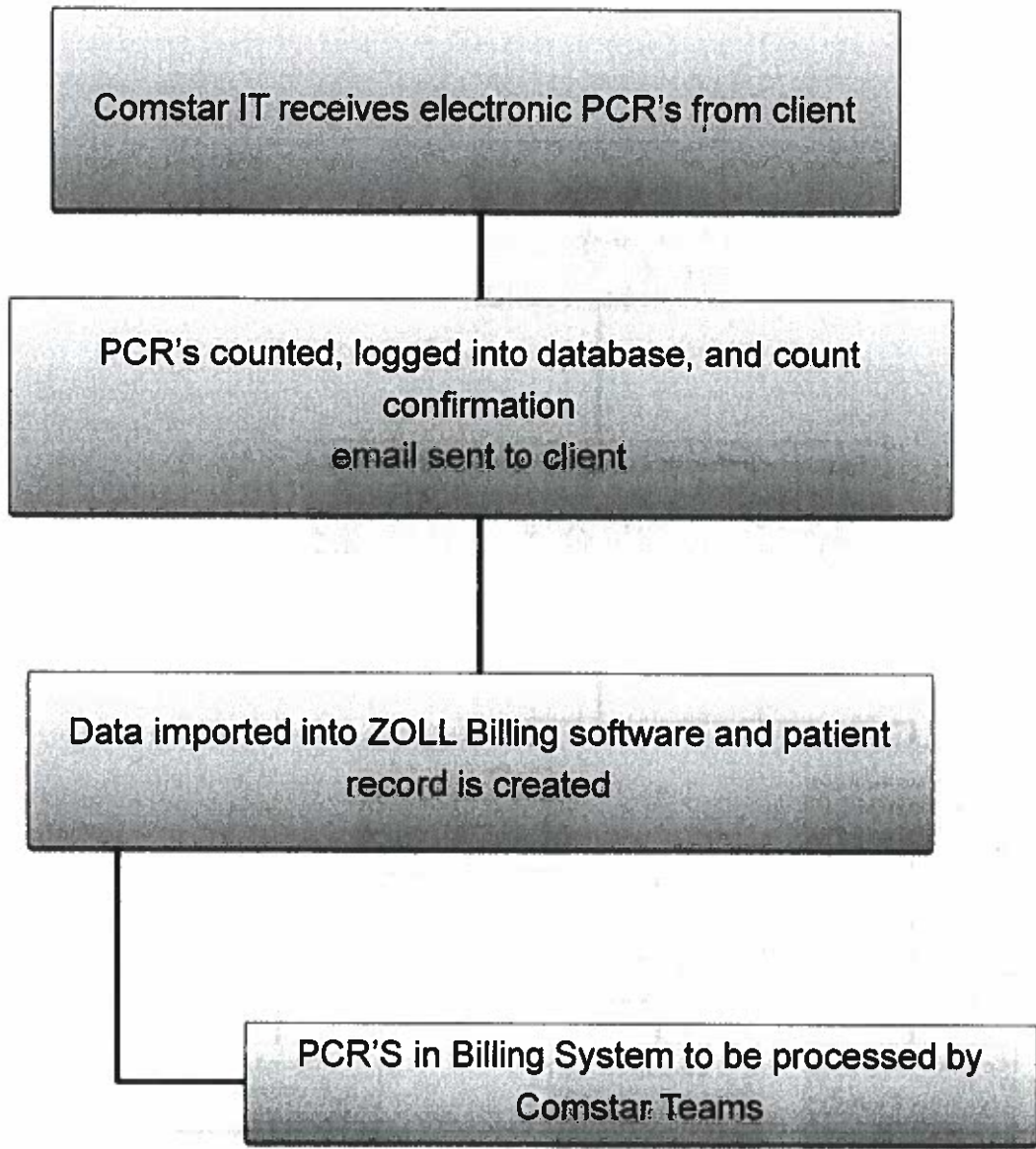
Payments received by Comstar are handled by our Payment Applications Department. These payments are always in the client's name, as we do not have negotiating rights to your funds.

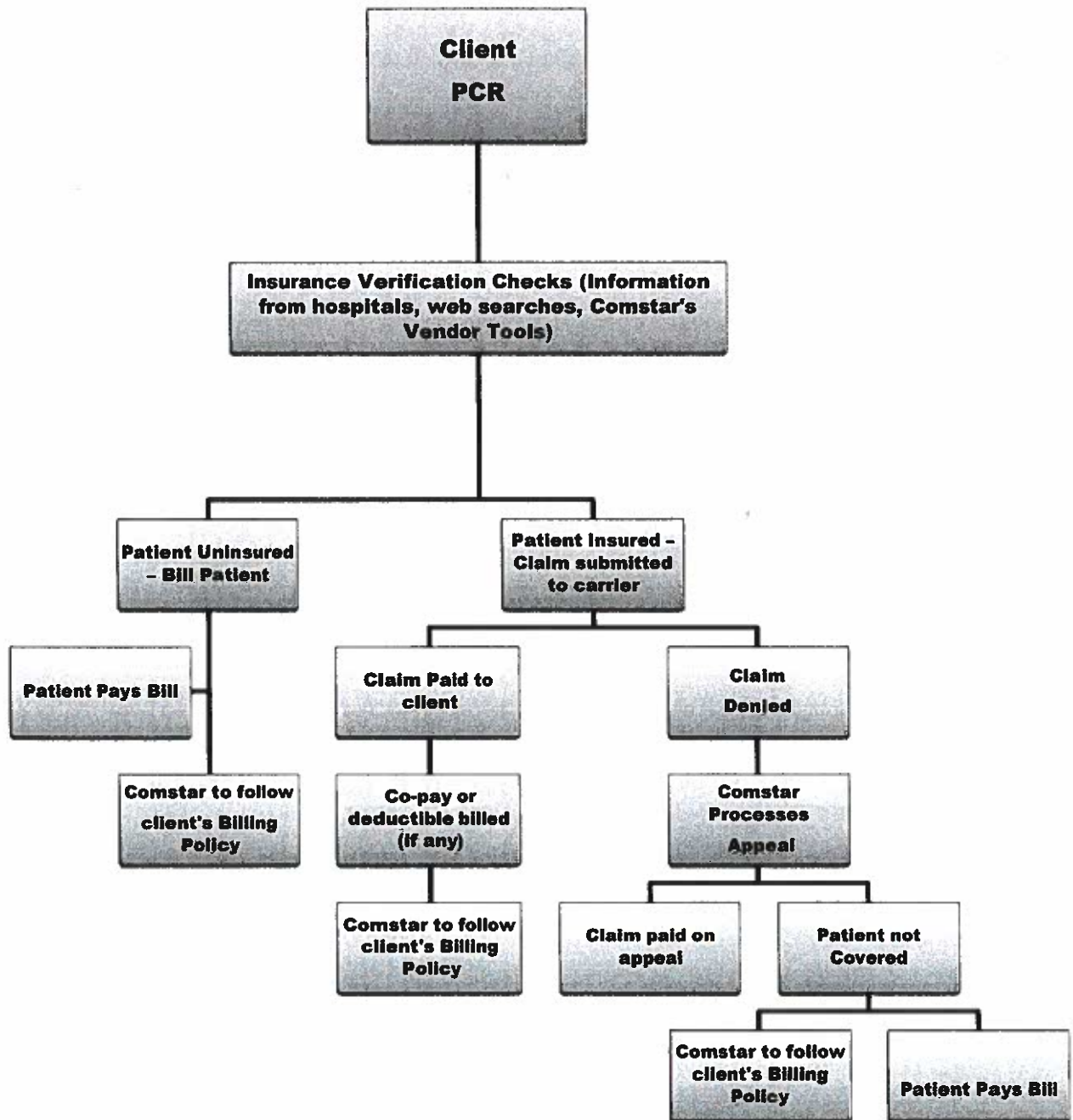
Many payments will be deposited via EFT directly to your specified account. For hard copy checks, Comstar has different banking options available. All copies of the deposit and their associated payment summaries are sent to the proper Town person(s).

Patients have the ability to pay their bills or co-pays with a major credit card, HSA account or Paypal, via Comstar's secure online website. Payments via credit card are posted to a trust account and then dispersed to you. There is no additional fee to the patient or the Town to pay via credit card as Comstar pays all associated fees. In addition credit card payments can only be made via the web, so Comstar employees are not taking sensitive financial information. If there has been an overpayment by a patient, Comstar's policy is to immediately notify our client. The notification will include the patient's name, patient's address, date of service, incident number, insurance provider, amount to be refunded, name and address of individual/company receiving a refund, and reason overpayment occurred, as well as the supporting documentation and evidence of the overpayment.

Claims that are not paid, without an identifiable/confirmed reason such as "patient responsibility due to deductible" are researched by our Insurance Follow-Up Department. This department will determine if the claim is appealable, if a phone call to the carrier is needed, or if the patient should be billed.

Please find below our flowchart/diagram that provides the flow of inception of a PCR to recording revenue:





Finally, Comstar's overall operational approach strives to allow our clients to get as knowledgeable as possible on the various aspects of their account. In this regard, on a monthly basis, Comstar provides clients with a full accounting reconciliation of account activity. Our reporting structure is based on our internal controls and record keeping that is consistent with Generally Accepted Accounting Principles.

Comstar has robust account reconciliation report packages, as well as in-depth, virtually limitless, report writing capability. Our standard reconciliation report package includes:

- Reconciliation Summary Report
- Contractual Allowances
- Aging Detail
- Deposit Summary
- Request for Disposition
- Commitments Listing
- Payments Summary
- Write-Offs
- Retractions

Comstar has the capability to provide our clients with custom forms and reports. Comstar uses SQL database and Crystal Report Write. This allows us to develop infinite variations of forms and custom reports linking any data we enter into our system on our clients' behalf. If the forms or reports shown herein do not meet your exact needs, with specific feedback from you, we can modify the forms to meet your exact need. We can create ad-hoc or as needed reports typically within a few hours of your request. Our IT Department works to meet any unique daily, weekly, and monthly reports needed of all our clients.

Additionally, Comstar offers client's online access to their reports 24/7, by using VMware's Horizon View software to create a secure connection between your computer and Comstar's server. With this connection you can launch our reporting software as a local program. This is not meant to replace the reporting that you receive from Comstar, but to enhance the reporting experience and offer 100% visibility into our work.

COMPLIANCE PROGRAM

Comstar always acts in an ethical and compliant manner and has many tools and processes in place in order to manage compliance. In this section you will find the following information detailing the measures we take in order to ensure compliance with all applicable federal, state, and local laws, rules and regulations.

EMS Attorney On Retainer

Comstar manages its compliance in many ways, including its retainer Agreement with EMS Medicare Attorneys and the American Ambulance Association's Medicare Consultant, Werfel & Werfel P.L.L.C. Through this agreement, Werfel & Werfel does an on-site audit on Comstar every year that ensures we are operating in a compliant manner. During this audit, a random sampling of client run reports is reviewed. By reviewing these documents, anything that may be deemed non-compliant can and will be highlighted. These issues will be shared with our clients, so they may take measures to correct them. This will lessen the chance of a future audit and or penalties. Also, if a client has a question regarding compliance, we can pass it on to Werfel & Werfel, who will give their legal opinion on the matter. The opinion is then passed on to the client for them to decide how to proceed. Finally, Comstar utilizes Werfel & Werfel for hosting training sessions for our clients on important compliance matters.

SOC I Independent Audit

Annually, Comstar has a SOC I (formerly SAS 70) audit performed and opinion issued by an independent audit. A copy of this report will be made available to clients upon request. The Statement on Auditing Standards (SAS) No. 70, *Service Organizations*, (SAS 70) is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). A service auditor's examination performed in accordance with SAS No. 70 ("SAS 70 Audit") is widely recognized, because it represents that a service organization has been through an in-depth audit of their control objectives and control activities. This audit covers all of the billing and accounts receivable management activities Comstar performs on behalf of its clients. In today's global economy, service organizations or service providers must demonstrate that they have adequate controls and safeguards when they host or process data belonging to their customers. In addition, the requirements of Section 404 of the Sarbanes-Oxley Act of 2002 make SAS 70 audit reports even more important to the process of reporting on the effectiveness of internal control over financial reporting.

This audit is an important tool in proving that Comstar has the proper controls and operational procedures in place to meet the needs of our client's.

Medicare Beneficiary Signature Requirement, 42 C.F.R § 424.36

Comstar performs a 100% internal audit on Medicare patient records to ensure compliance with the Medicare Beneficiary Signature Requirement. This process greatly assists our clients with maintaining compliance with Medicare. (This audit is temporarily on hold due to PHE).

HIPAA Compliance

Comstar has a comprehensive HIPAA compliance program in place.

All employees receive HIPAA compliance training upon hire. Employees are required to attend a HIPAA re-certification session annually. In addition to our employees, our outside cleaners are also HIPAA trained.

Comstar operates a secure facility. Entrance is attained by key card access for employees and with employee escort for visitors through two doors. Confidential client information and patients protected health information are stored in our secure facility for the duration of the required record retention period. When the record retention period expires, written records are shredded and electronic records are purged. Other arrangements, such as returning the records to the client, can be made upon request.

Comstar and our clients have a signed Business Associate Agreement (HIPAA required) in place. We maintain active relations with the American Ambulance Association, to provide our clients a ready resource for HIPAA guidance and information.

Comstar understands that your patients' PHI is very important and simply does not distribute medical records. When we receive requests from patients, Attorneys and others requesting you run reports, we direct them to a designated Town Official for distribution. The medical records belong to the Town, and Comstar uses them for billing purposes only.

When copies of bills (invoices) are requested by a patient, they are given to the patient, free of charge, upon confirmation of the patient's identity. If an Attorney requests the bill, Comstar has policies in place to make sure the attorney is actually representing the patient by obtaining a Release Form signed by the patient, before we will distribute that information. This is done through a Certified Bill Request process where a signed patient release must be received before any information is given to an attorney, or other third party. We handle the distribution of Attorney requests through our partnership with a records distribution vendor, ChartSwap.

Comstar utilizes the Zoll Data Systems RescueNet Billing Software, which is a HIPAA compliant billing system. The developer has delivered excellent support with system updates in response to Medicare's publication of its "Final Rule" for the new national fee schedule and HIPAA compliance.

Finally, Comstar utilizes several methods to prevent unauthorized access of patient information. All outgoing and incoming email and internet access is restricted to authorized, HIPAA trained individuals. Any data transfers are done with one or more of the following protocols: secure FTP, VPN, peer-to-peer, encrypted data files or recognized websites utilizing HTTPS connectivity. Access to our internal network is severely limited and allowed only via VPN and secured with a Cisco ASA 5505.

OTHER IMPORTANT INFORMATION

Comstar has invested in providing our clients with Total Customer Satisfaction. Clients have a dedicated (800) phone line for their convenience and immediate attention. We assign a 1:1 client representative to all clients for their account. In addition, all calls are answered by a live representative. Comstar does not use automated phone systems and all calls are recorded for training and quality assurance purposes. Site visits, conference calls, newsletters and webinars are offered to all clients for account review and to share relevant industry wide updates.

In addition to customer satisfaction, Comstar invests in value added services and infrastructure resources which set us apart from other billing agents and enhance the overall value Comstar provides to our clients. Listed below are some highlights of these services:

1. **Real-time Deductible Management**- Comstar engages in this break-through technology proven to reduce patient responsibility for unmet deductibles for EMS providers. Rather than being hit with unmet deductibles, wouldn't you rather recoup directly from the patient's insurance? Together with Solutions Group, we're making that happen for our clients.
2. **Black Ink Self-Pay Recovery**- Comstar utilizes this pre-billing scrubbing solution made available through Solutions Group. It offers a comprehensive search to uncover billable insurance for accounts with no-known payer source. Black Ink helps to uncover insurance upfront, keeping patients out of collection queues, maximizing revenue for Comstar's clients.
3. **Automated Batch Insurance Verification Process**: To continue adding efficiencies to our internal processes and submit clean claims, Comstar also partnered with Solutions Group to create a **custom, fully automated batch insurance verification process**. Here, patient insurance is extracted, verified at the payer level, and moved into live queues for billing, without ever needing a manual touch. This process provides critical information regarding the patient's coverage including primary payor. This technology significantly reduces human error, claim rejections and delays in payments for our clients.
4. **Advanced Address Searches through TransUnion**- In addition to utilizing the Quick Address Pro & Diamond/Pitney Bows through USPS, Comstar supplements those resources with the use of TLO by TransUnion's Database for advance address searches. TLO by TransUnion is the data base used by law enforcement.
5. **Focus Technology Solutions, Inc.**- Comstar partners with this managed service provider who provides 24 X7 X 365 monitoring and systems maintenance, software upgrades/customization, repairs, and data backup via Focus Cloud Support.
6. **Cisco Next-Gen Firewall**- In early 2016, Comstar invested in the CISCO Next-Gen Firewall platform with Advanced Malware Protection and IPS services. We included equipment redundancy into this upgrade to ensure 24 X7 X 365 protection. Comstar's data is backed up every night by technology this is used by the Fortune 500. If any files get locked as part of a

ransom virus, our system will quarantine the virus, purge the infected files and then we restore clean data from our backups.

7. **Onsite Generator**

8. **TriZetto Provider Solutions (TPS) ClearingHouse**- Comstar processes and works claims in **real time** through TriZetto Provider Solutions Powered by Cognizant. With over 20 year experience, TPS maintains more than 6,000 payer connections and processes 2.7 billion transactions annually.

COMSTAR TESTIMONIALS

Comstar is more than just a billing company; we are a partner to our clients offering a comprehensive scope of services with unmatched Customer Service and personalization.

What are our current clients saying?

"I can concentrate on day to day operations knowing that the back end is being handled very professionally, very efficiently, and with a great staff".

– South Hadley, MA

"Comstar is right there in a very prompt manner.." - Chicopee, MA

"The Interaction with Comstar is professional, courteous and Customer Service is top notch!" – Barnstable, MA

"It was a very focused and personalized process, which was remarkable .."

– New Boston, NH

SEE THESE TESTIMONIALS IN OUR COMSTAR VIDEO:

Cut/Copy the following link into your internet browser to view this testimonial video:

https://drive.google.com/open?id=1i8pNg1-6ygzECxLYld6_2Oe2iPSOpohv



COMSTAR AGREEMENT

This agreement is made by and between The Town of Thomaston, a municipal corporation in the State of Maine ("the Town") and Comstar a Massachusetts Corporation with principal offices in Rowley, Massachusetts. The parties agree as follows:

ARTICLE 1

Comstar shall perform billing and collection services (see Addendum 1 for an outline of these services) for the Town of Thomaston on behalf of its ambulance service. Comstar does not guarantee payment to the Town but rather agrees to set up procedures necessary to collect funds due to the Town in connection with ambulance services provided to its patients.

ARTICLE 2

Comstar shall coordinate attainment of all necessary Third Party Provider* Numbers for Blue Cross, Medicare, Medicaid, and other Insurance Company Carriers and take whatever steps necessary in order to submit claims to the various carriers for Ambulance Services rendered by the Town. Only in those cases where required information is not available from other sources, will patients be contacted directly.

* Third party payers include all parties (other than the patient) responsible for payment of the patient's bill for ambulance services rendered by the Town. All medical insurance coverage for the patient, as well as Workmen's Compensation coverage, is, for the purposes of this Contract, deemed to be provided by a third party payer.

ARTICLE 3

The Members of Town's ambulance service shall use reasonable efforts to secure from patients and/or the hospital, important information, including name, address, insurance information and other information needed to bill for ambulance services provided by the Town.

Once this information is collected, it shall be transmitted to Comstar. Comstar shall promptly ascertain that all required information has been recorded; take the steps necessary to assemble required additional information, and promptly submit all forms required in order to secure payment of the patient's bills from third party carriers.

Comstar shall institute a Billing and Collection process per Addendum #1.

Comstar will contact the Town if additional billing/patient data information is necessary.

ARTICLE 4

All bills prepared by Comstar for the benefit of the Town shall indicate to the third party carrier and patient that payment is to be made payable to the Town. In order to control the billing of co-insurers, and others, payments made via check will be processed through Comstar and forwarded to the Town. Comstar reserves the right of offset for fees due to Comstar. Medicare, Medicaid and some other payers will make payment direct to the client's bank account via EFT. Comstar will have no negotiating rights to the town's bank account.

ARTICLE 5

The Town shall promptly notify Comstar of any direct payments received by the Town, and of any decision by the Town to grant a write-off for either a portion or the full amount of a patient's bill.

ARTICLE 6

Funds collected by Comstar shall be forwarded to the Town or its designated bank account. A reconciliation of all ambulance billing and collection activity, done on the behalf of the Town during the reporting period, will be sent monthly.

ARTICLE 7

This contract shall be effective for a three year (3) period beginning July 1, 2021 and ending June 30, 2024. Thereafter, this agreement shall automatically renew for successive one year terms unless one party provides written notice of termination on or prior to April 30 of each contract year. This agreement may be terminated by either party for any reason after providing sixty (60) days written notice.

ARTICLE 8

The Town agrees to pay Comstar Six Percent (6%) of actual receipts received by the Town in connection with its ambulance service. Comstar's monthly fee invoice to the Town is due upon receipt.

ARTICLE 9

It is agreed that all information submitted to Comstar by the Town concerning patients treated or transported by the Town's ambulance service is confidential and shall not be released to any person or corporation other than third party payers and their agents unless authorized in writing by the patient. The Town and Comstar represent that they will at all times be compliant with all applicable laws. Comstar shall hold the Town harmless from any and all liability arising from any failure by Comstar to comply with applicable law. The Town shall hold Comstar harmless from any and all liability arising from any failure by the Town to comply with applicable law.

ARTICLE 10

This contract may be altered or amended by a writing signed by both Comstar and the Town.

ARTICLE 11

Comstar will abide by the billing and collection policy established by the Town.

ARTICLE 12

CMS FINAL RULE: BENEFICIARY SIGNATURE REQUIREMENT: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died or the ambulance provider/supplier can qualify for one of a number of listed exceptions. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 13

AMBULANCE PROVIDER LICENSURE AND CREW MEMBER CERTIFICATION: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

ARTICLE 14

Comstar agrees to provide "additional insured" status to the Town on all applicable Comstar insurance policies as part of this agreement.

Comstar by:

The Town of Thomaston By:

Signature

Signature

Richard L. Martin, Manager & CEO
Printed Name & Title

Printed Name & Title

Address:
Comstar, LLC
8 Turcotte Memorial Drive
Rowley, MA 01969

Address:

Date: _____

Date: _____

AMBULANCE BILLING AND COLLECTION PROCESS OUTLINE

All Transports

- 1) Secure Electronic Receipt or Retrieval of Client PCR's
- 2) Upon receipt of PCR data file from client, Comstar will issue a confirming email to Client. The email will contain the PCR count received by Comstar in the export file along with the date of service range of the PCR's
 - a. Client will check the Comstar email total to the total of PCR's sent.
 - b. Client will report any variance detected to Comstar for prompt resolution.
- 3) 2 level patient address verification
 - a) 2 level address correction if address provided is undeliverable
 - b) 2 level address search if mail is returned
- 4) Verification of Insurance Information Received with PCR

With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically.
- 2) Deductibles Management Services Applied
- 3) Remittance Advices Attained Electronically
- 4) Denial Appeals submitted as required

No insurance or no insurance information

- 1) Contact or re-contact receiving hospital to attain insurance info, if hospital permits
- 2) Advanced Self-Pay Scrubber Service Applied to Find Any Applicable Insurance
*If no insurance information is obtained, then direct patient billing begins
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

To Collect Balances Not Received After the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
 - a. Report Bad Debt to Experian Credit Bureau* , or
 - b. Send To FFR, Advanced Collection Agency*, or
 - c. Abate Charges

Other

- Hardship Waiver Request Form - Standard or Custom
- Notice of Privacy Practice Mailing Service – Separate enrollment fees apply

* Collection of accounts at this stage is doubtful (3-5% of \$ reported..). It is recommended that these be written off when reported to FFR or Experian and the receivable reinstated and marked paid when actual payment is received.

Business Associate Agreement

This Agreement is made effective the 1st of July 2021, by and between **Town of Thomaston** hereinafter referred to as "Covered Entity", and **Comstar**, hereinafter referred to as "Business Associate".

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled **Ambulance Billing Agreement**).

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and

Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures,

including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than 30 calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's internal practices, books and records related to use and disclosure of Protected Health Information to ensure both Covered Entity's and Business Associate's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(f) Business Associate shall comply with the applicable provisions of the HIPAA Security Rule

(g) Business Associate shall report any use or disclosure of protected health information (PHI) not in compliance with the agreement, specifically including breaches of unsecured PHI.

(h) Should a breach occur, the Business Associate must give notice to the affected individual (in addition to the covered entity) of any breach involving unsecured PHI

(i) Business Associate shall execute a BAA with any subcontractor or sub-vendor that handles, discloses, or otherwise uses the covered entity's PHI

(j) To the extent the Business Associate carries out any of the covered entity's obligations under the Privacy Rule (e.g., distributing the covered entity's Notice of Privacy Practices), the Business Associate shall comply with the applicable provisions of the HIPAA Privacy Rule.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to [Covered Entity or to the individual or the individual's designee] in a designated record set to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information as directed or agreed to by Covered entity in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule, and to take all other measures needed to satisfy Covered Entity's obligations under Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available to [Covered Entity or to the individual or the individual's designee] for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERM AND TERMINATION

- (a) The term of this Agreement shall commence on Effective Date set forth above and shall continue in full force and effect for so long as the Ambulance Billing Agreement continues in full force and effect, or until terminated in accordance with paragraph (b) of this Section, which is sooner.
- (b) Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Ambulance Billing Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. Notwithstanding the foregoing, Covered Entity agrees that it shall not terminate this Agreement without first providing Business Associate a reasonable period of time to cure any breach or end any violation.
- (c) Upon termination of this Agreement for any reason, business associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of such information. If the return or destruction of certain Protected Health Information is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.
- (d) The obligations of Business Associate under this section shall survive the termination of this Agreement.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. The Parties No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the Commonwealth of Massachusetts. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or

disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.'

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to remain in compliance with the requirements of the HIPAA Security and Privacy Rule and any other applicable law. In the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: Manager

Kara George

From: chris farthing <westham.hooligan.uk@gmail.com>
Sent: Thursday, May 20, 2021 1:49 PM
To: Kara George
Subject: Fwd: Bell Tower
Attachments: Thomaston Academy Bell Tower Repairs - Copy.pdf

Hi Kara, it would be great to get this on the next Selectmen's agenda so they can ok the use of moneys from the Academy "Capital improvement " fund.

I can come in to see you and discuss details if you have time. If we can move on this quickly this work can be scheduled before the end of the calendar year and hopefully before anymore pieces of the Bell Tower fall off!

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

From: David Luckman <david@mainecoastconstruction.com>
Date: Thu, May 20, 2021 at 12:13 PM
Subject: RE: Bell Tower
To: chris farthing <westham.hooligan.uk@gmail.com>

Hello Chris,

Attached you will find the estimate to remove all the wood cladding and replace it with all pvc materials. Basically I've got two men for two weeks in the estimate plus materials and an aerial lift.

Please keep in mind this is an estimated budget. I cannot lock down on material costs because of the volatility of material pricing. If we are to do this job I would prefer to do it as time and material. If we can beat the budget you would only be billed for the time spent and the materials cost plus 15%.

If this is going to move forward let me know and I will produce a cost plus contract for the project.

Respectfully,

David Luckman, V.P. MCCC

From: chris farthing <westham.hooligan.uk@gmail.com>
Sent: Tuesday, May 18, 2021 1:18 PM
To: David Luckman <david@mainecoastconstruction.com>
Subject: Re: Bell Tower

No pressure. Just wanted to get the email link set up. If you anymore info let me know. Thanks Chris

On Tue, May 18, 2021 at 12:41 PM David Luckman <david@mainecoastconstruction.com> wrote:

Hello Chris,

As I mentioned in the phone message I left with you yesterday I am hoping to have the estimate completed this week.

David

From: chris farthing <westham.hooligan.uk@gmail.com>
Sent: Tuesday, May 18, 2021 10:03 AM
To: David Luckman <david@mainecoastconstruction.com>
Subject: Bell Tower

Hi David,

Wondering if you have had time to put together any kind of proposal for the Academy building bell tower? This maybe a 2 part project. One; to dismantle the finial and weathervane, repair paint flash seal replace parts of the structure. Two; to replace new finial and weathervane.

I have found a wood turner who will take on making a new finial . I am going to approach Drew Lyman "Lyman Morse boatbuilding " about any metal repairs we may need to do.

Hope you have at least pencil us in for November on your calendar. I can meet to discuss further most days .please let me know your thoughts.

Thanks Chris Farthing ph #. 390-1232

Ps I had wrong email address!

THOMASTON ACADEMY BUILDING
BELL TOWER REPAIRS
C/O Chris Farthing

JOB# 10406C
5/19/2021
EMAIL.COM

CODE
SCOPE OF WORK
SPECIFICATION SHEET 5-20-21
BELL TOWER REPAIRS

GENERAL CONDITIONS
BUILDING PERMIT BY OTHER'S

1300
DEMOLITION
REMOVE ALL EXTERIOR WOOD CLADDING / TRIMS
CLEANUP & DUMP RUN
DISPOSAL FEES

1400
STAGING & SAFETY
60' LIFT - MONTHLY RATE
DELIVERY AND PICK-UP
FUEL

6500
EXTERIOR TRIM
AZEK - IMPERIAL RAKE CROWN
OUTER BEAM WRAP - FASCIA 1x8x18' PVC
INNER BEAM WRAP - FASCIA 1x8x18' PVC
BEAM WRAP BOTTOM 1x8x18' PVC
POST WRAPS 1x6x18' PVC
POST WRAPS 1x8 PVC
POST CAPS 5/4x4x20' PVC
FRIEZE 1x8x18' PVC
AZEK BED (AZM-75) 16'
SOFFIT 1x5x18' PVC
SOFFIT / CEILING 1/2x5x16' PVC BEADBOARD
POST FLASHING WIDE 16oz COPPER
PVC ADHESIVE / CAULKING
CORTEX SCREWS & PLUGS
INSTALL FINIAL SUPPLIED BY OTHERS
MISC. SUPPLIES / BLADES/ FASTENERS

PAINTING - ONE COAT 100% ACRYLIC LATEX

EXCLUSIONS:
ANY ROOFING
ANY STRUCTURAL COMPONENTS
METAL FRAMING OR WELDING
UNFORESEEN CONDITIONS

ESTIMATED TOTAL
\$

19,286

17000 CONTINGENCY
TOTAL

TOWN OF THOMASTON

PAVING BIDS

MAY 20,2021

Bids opened by Public Works Director Brandon Allen at 2p.m. in the Multi-purpose room at the Thomaston Town Office.

| | | |
|-----------------------------|-------------|--------------|
| All States Construction Inc | \$73.90 ton | \$94,739.80 |
| Maine-ly Paving Services | \$74.20 ton | \$95,124.40 |
| Pike Industries | \$83.80 ton | \$107,559.80 |
| Northeast Paving | \$86.90 ton | \$111,405.80 |
| Wellman Paving | \$87.70 ton | \$112,431.40 |
| Hagar Enterprises | \$79.00 ton | \$101,278.00 |
| Performance Paving Inc. | \$85.00 ton | \$108,970.00 |

As recommended by Public Works Director Brandon Allen, the paving bid goes to All States Construction in the amount of \$94,739.80.

5/19/2021

Mail - Sandy Moore - Outlook



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

AMANDA E. BEAL
COMMISSIONER

May 12, 2021

Town of Thomaston
Sandra Moore
55 Green St.
Thomaston, ME 04861

Dear Sandra Moore:

We are pleased to announce that you have been approved for a 2021 Project Canopy Assistance grant of \$7975 under the Project Canopy Assistance Program. Congratulations! This award is 100% of the requested amount. Project Canopy grants are made available through the U.S.D.A. Forest Service Urban and Community Forestry Program CFDA 10.675.

The grant award is contingent on the Town of Thomaston's ability to meet the following conditions:

- Ensure that Project Canopy, the USFS, and community forestry are promoted through signage, literature, and any media.
- more diversity of species, less maple.

An award packet containing two copies of the project agreement and the MFS general assurances is in the mail. Please return one copy of the signed agreement and general assurances to the Maine Forest Service. Please note the signature page on the contract is the last page, and the General Assurances signature is on the back of this two-sided document. Please also fill in the field with your organization's DUNS number. **No work may begin on the project until both the agreement and the general assurances have been signed by both parties.** Please retain copies of all documents for your records. Any questions regarding grant terms and conditions may be addressed by contacting Jan Ames Santerre at 207-287-4987.

We look forward to working closely with you. Please let us know if we can be of further assistance.

Sincerely,

Patty Cormier
Director, Maine Forest Service

PATTY CORMIER, DIRECTOR
MAINE FOREST SERVICE
18 ELKINS LANE, HARLOW BUILDING



PHONE (207) 287-2791

WWW.MAINEFORESTSERVICE.GOV

Bucklin Appraisal LLC

**Real Estate Appraisers and Consultants
Serving New England**

May 10, 2021

**Sandra Moore
Thomaston Select Board
Town of Thomaston
13 Valley Street
Thomaston, Maine 04861**

**Re: Appraisal of 1.09 Acres
Map 101 lot 55
Thomaston, Maine**

Dear Sandra:

In response to the Thomaston Select Board's request to appraise fee simple interest in 1.09 acres identified by the town's assessor as Map 101 Lot 55 on Wadsworth Street, Thomaston, Maine; I have considered the appraisal problem and scope of the appraisal. My appraisal fee is \$3,500.

Report Format and Conformance

I will undertake the appraisal of the property listed above and report my opinion of value in a narrative report that is consistent with Uniform Standards of Professional Appraisal Practice (USPAP), Appraisal Institute, and Land for Maine's Future Board. Accordingly, the analysis, opinions and conclusion will be prepared in conformance with USPAP promulgated by the Appraisal Foundation.

Expiration of Engagement Letter

Five business days beginning May 10, 2021

1599 Sennebec Road, Appleton, Maine 04862
Phone: 207-785-3772 Cell: 508-989-9272
E-Mail Address: bucklinappraisal@verizon.net

Scope of the Appraisal

- Inspect the property, review plans, and assessment
- Define potential uses of the property through highest and best use analysis.
- Research local market for comparable land sales to be applied in the sales comparison approach. .
- Reconcile values to determine the fair market value of the property.

Quote Format Summary

Part 1: Price

- 3,500 for Appraisal

Part 2: Past Experience

See Qualifications for the Appraiser

Part 3: Key Personnel

1. **Fred W. Bucklin, MAI, SRA**
Maine Certified General License # 2385
Massachusetts Certified General License # 150

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 13
BUDGET REFERENDUM**

(20-A M.R.S. §§ 1486 & 1501; Executive Orders #8 & #8A FY20/21)

TO: Jennifer L. Colby, a resident Regional School Unit No. 13 (the "RSU") composed of the City of Rockland and the Towns of Cushing, Owls Head, South Thomaston, and Thomaston, State of Maine.

In the name of the State of Maine, you are hereby ordered to serve upon the municipal clerks of each of the municipalities within the RSU, namely, the City of Rockland and the Towns of Cushing, Owls Head, South Thomaston, and Thomaston, an attested copy of this warrant and notice of election. Service shall be in hand within three (3) days of the date of this warrant and notice of election. The municipal clerks of the above municipalities shall immediately notify the respective Municipal Officers. The Municipal Officers shall meet forthwith and countersign this warrant and notice of election. The Municipal Officers shall provide below for the respective municipal clerks to post or have posted this warrant and notice of election.

**TOWN OF THOMASTON
RSU BUDGET REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Knox County, ss.

State of Maine

TO: Melissa Stevens, Municipal Clerk of Thomaston: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this warrant and notice of election.

TO THE VOTERS OF THOMASTON: You are hereby notified that a RSU Budget Referendum election will be held at the Thomaston Municipal Building, 13 Valley Street in the Town of Thomaston on Tuesday, June 8, 2021 for the purpose of determining the following articles:

Article 1A: To elect a moderator to preside at said meeting.

Article 1: School Budget. Shall Regional School Unit No. 13 appropriate the sum of **\$33,047,900.00** and raise the sum of **\$26,768,121.76** for the 2021-2022 school budget?
School Board Recommends a "Yes" Vote.

VOTER INFORMATION FOR ARTICLE 1

The Regional School Unit No. 13 school budget submitted in this Article 1 totals **\$33,047,900.00**. It includes locally raised funds in the amount of **\$26,768,121.76**, to be assessed in shares to member municipalities in accordance with the RSU's cost sharing formula and state law. The locally raised amount exceeds the State's Essential Programs and Services funding model by **\$8,551,807.55**. This budget includes these cost centers and amounts:

| Cost Center | Amount Appropriated |
|----------------------------------------------------------------|-------------------------|
| Regular Instruction | \$ 11,797,600.00 |
| Special Education | \$ 7,809,600.00 |
| Career and Technical Education | \$ 39,300.00 |
| Other Instruction | \$ 632,850.00 |
| Student and Staff Support | \$ 2,833,300.00 |
| System Administration | \$ 828,500.00 |
| School Administration | \$ 1,636,200.00 |
| Transportation and Buses | \$ 1,593,600.00 |
| Facilities Maintenance | \$ 3,311,350.00 |
| Debt Service and Other Commitments | \$ 2,465,600.00 |
| All Other Expenditures | \$ 100,000.00 |
| Summary of Total Authorized School Budget Expenditures: | \$ 33,047,900.00 |

- Article 2: RSU Nutrition Program:** Shall the RSU be authorized to raise and appropriate \$300,000 for the school nutrition program with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the school nutrition program?
School Board Recommends a "Yes" Vote.
- Article 3: RSU Adult Ed Program.** Shall the RSU be authorized to appropriate \$295,500 for adult education and raise \$210,000 as the local share, with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program?
School Board Recommends a "Yes" Vote.
- Article 4: Cost Center Transfers.** Shall the School Board be authorized to transfer amounts exceeding 5% of the total appropriation for any cost center to another cost center or among other cost centers for the 2021-2022 fiscal year, provided that transfers shall not be permitted to increase the authorized total school budget?
School Board Recommends a "Yes" Vote.
- Article 5: Capital Reserve Fund.** Shall the School Board be authorized to transfer up to \$100,000 from available fund balances to the Capital Reserve Fund and to expend \$50,000 from said reserve fund for unanticipated minor capital projects?
School Board Recommends a "Yes" Vote.
- Article 6: New Special Education Reserve Fund.** Shall the School Board be authorized to establish a Special Education Reserve Fund to pay unexpected 1-time special education costs, and to transfer up to \$100,000 from available fund balances to said reserve fund?
School Board Recommends a "Yes" Vote.
- Article 7: Fuel Cost Stabilization Fund.** Shall the School Board be authorized to transfer up to \$50,000 to the fuel cost stabilization fund from year end available fund balances?

Statutory Disclosure Statement relating to Fuel Cost Stabilization Fund: The fuel cost stabilization fund balance is currently \$0. If this article is approved as written, the fuel cost stabilization fund balance will be \$50,000. The amount used from the fuel cost stabilization fund in the last three years through the date this article was prepared is as follows:

Fiscal year 2020-2021: Zero (no fund available)
Fiscal year 2019-2020: Zero (no fund available)
Fiscal year 2018-2019: \$40,587.07
School Board Recommends a "Yes" Vote.

Article 8: **CTE Region Budget.** Shall the Region 8 career and technical education operating budget as approved by the Region 8 Cooperative Board for the year beginning July 1, 2021 through June 30, 2022 be approved in the amount of \$5,446,304?
The RSU's share of the Region 8 budget, including debt service, is \$554,740.06.


Article 9: **CTE Region Adult Ed Budget.** To see if Region 8 will appropriate \$236,200.00 for Adult Education for the year beginning July 1, 2021 through June 30, 2022 and raise \$89,000.00 with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and well-being of its adult education program.
The RSU's share of Region 8's adult education budget is \$22,491.03.

The voting on Articles 1 through 9 shall be by secret ballot referendum. The polls will be opened immediately after election of the moderator following commencement of the meeting at 8:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated as of this May 6, 2021.

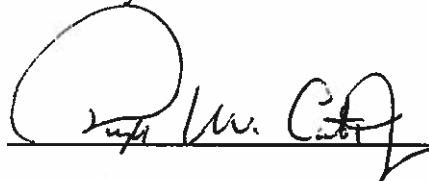


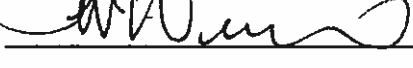






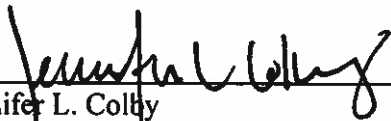






A majority of the School Board of Regional School Unit No. 13

A true copy of the Warrant and Notice of Election, attest:



Jennifer L. Colby
Resident of
Regional School Unit No. 13

Countersigned this _____ day of _____, 2021 at Thomaston, Maine.

A majority of the Municipal Officers of Thomaston, Maine

A true copy of the Warrant and Notice of Election, attest:

Melissa Stevens, Municipal Clerk
Thomaston, Maine


RETURN

Knox County, ss.

State of Maine

TO: The School Board of Regional School Unit No. 13
5/10/21, 2021

Pursuant to the within warrant and notice of election, directed to me, I have served in hand upon the municipal clerk of Thomaston, an attested copy of this warrant and notice of election, directing the Municipal Officers of said municipality to call a Regional School Unit No. 13 Budget Referendum at said time and place and for the purposes therein stated.



Jennifer L. Colby
Resident of
Regional School Unit No. 13

RETURN

Knox County, ss.

State of Maine

TO: The Municipal Officers of the Town of Thomaston

I certify that I have notified the voters of the Town of Thomaston of the time and place of the Regional School Unit No. 13 Budget Referendum by posting an attested copy of the within warrant and notice of election as follows:

| <u>DATE</u> | <u>TIME</u> | <u>LOCATION OF POSTING</u> |
|-------------|-------------|----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

being public and conspicuous places in said municipality and being at least seven days next prior to election day.

Dated at Thomaston, Maine: _____, 2021

Melissa Stevens, Municipal Clerk
Thomaston, Maine

THOMASTON GREEN TASK FORCE (TGTF)

| | NAME | ADDRESS | COMMITTEE OR CITIZEN | EMAIL | CONTACTED |
|----|-------------------|-----------------|-------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1 | MARIAN SARGENT | 9 SHIP STREET | CONSERVATION COMMISSION | MSARGENT123@YAHOO.COM | Emailed 05/15 |
| 2 | CHRIS CROSSMAN | 20 HYLER STREET | CITIZEN | CHRIS.B.CROSSMAN@GMAIL.COM | Emailed 05/15 |
| 3 | AMANDA GAUDET | 363 MAIN STREET | CITIZEN | GAUDET.AMANDA@GMAIL.COM | Emailed 05/15 |
| 4 | NEAL DEYOUNG | 363 MAIN STREET | CITIZEN | NEAL.DEYOUNG83@GMAIL.COM | Emailed 05/15 |
| 5 | ERIN DESMOND | 367 MAIN STREET | CITIZEN | EVERYTHINGISMOVEABLE@GMAIL.COM | Emailed 05/15 |
| 6 | RONALD GAMAGE | 21 SUNSET | BUDGET COMMITTEE | GAMAGE@MIDCOAST.COM | Emailed 05/15 |
| 7 | VALERIE STONE | 14 BOBLINK LANE | CONSERVATION COMMISSION | YKZSTONE@GMAIL.COM | Emailed 05/15 |
| 8 | AVI RAGAVEN | 5 CONGO STREET | CITIZEN | 5CONGOAVE@GMAIL.COM | Emailed 05/15 |
| 9 | SUE HOWARD | 15 WADSWORTH | CITIZEN | SHOWARD@HOWARDSTUDIO.US | Emailed me 05/15, requested her to submit application |
| 10 | JANEY BARTHELETTE | 26 BEECHWOOD | CITIZEN | JBARTHELETTE@GMAIL.COM | Emailed 05/15 |

Rec'd 11-24-20
ms



New Applicant

**Boards & Committees Application
Town of Thomaston, Maine**

13 Valley Street Thomaston, ME 04861

Phone (207) 354-6107 Fax (207) 354-2132

Date: 11/29/20

Name: Marian Sargent

Street Address: 9 Ship St Thomaston

Mailing Address (if different):

Home Phone Number:

Cellular Phone Number: 978-302-1241

E-mail Address: msargent123@yahoo.com

Preferred Method of Contact: email

Committee you wish to serve on:

Thomaston Green Task Force

How long have you been a resident of Thomaston? _____ 4 years _____

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

I am interested in the future development and use of the Thomaston Green space.

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

_____ I'm a member of the Thomaston Conservation
Commission. _____

Any suggestions or comments:

Please return this form to:

Town of Thomaston

13 Valley Street

Thomaston, Maine 04861

For Official Use Only

Date Application Received: 11-29-20

Appointment Term: _____

Resignation Date: _____

Member being replaced:

Town Manager Review: _____

(Initials)

Town Clerk Review: _____

MS

(Initials)



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: 01/18/21
Name: Christopher (Chris) Crosman
Street Address: 20 Hyler Street
Mailing Address (if different):
Home Phone Number: 207-354-0543
Cellular Phone Number: 207-390-5333 (only when traveling)
E-mail Address: Chris.b.crosman@gmail.com
Preferred Method of Contact: e-mail (per above)

Committee you wish to serve on: Thomaston Green task force or committeee

How long have you been a resident of Thomaston? Year-round since 1988, although we temporarily relocated between 2006-2012 while maintaining our residence in Thomaston (why is this question relevant?)

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

To assist in planning for the future use of the Green as an irreplaceable community asset.

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

I have helped develop long range plans for several non-profit institutions and museums including the Farnsworth Museum where I served as executive director. Renovations to the Museum during my tenure (18 years) included re-orienting the Museum to face Main Street as the city's principal economic driver and an extensive landscaping program providing an urban park space designed by a noted landscape architect. I also helped oversee and develop a 20 plus acre sculpture park for Crystal Bridges Museum of American Art in Bentonville, AR. I have extensive grant writing experience with national and state government agencies and served as Chairperson of the Maine Arts Commission.

Any suggestions or comments:

As a longtime resident homeowner, I am very concerned about preserving open space for current and future residents of Thomaston. I am open to other points of view but have always believed that permanent preservation of the Green offers the highest, best use of the former prison site with numerous indirect and direct benefits to all residents of Thomaston.

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

| | |
|------------------------------|----------------|
| For Official Use Only | |
| Date Application Received: | <u>1-18-21</u> |
| Appointment Term: | _____ |
| Resignation Date: | _____ |
| Member being replaced: | _____ |
| Town Manager Review: | _____ |
| | (Initials) |
| Town Clerk Review: | <u>ms</u> |
| | (Initials) |



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: 1/1/21
Name: AMANDA GAUDET
Street Address: 363 Main St.
Mailing Address (if different): SAME
Home Phone Number: 617-447-4192
Cellular Phone Number: ↓
E-mail Address: gudet.amanda@gmail.com
Preferred Method of Contact: _____

Committee you wish to serve on: Thomaston Green Task Force

How long have you been a resident of Thomaston? 1.5 yrs

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

I really like this community and want to take part in helping to be a place we all love and where everyone feels heard & a part

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

I've volunteered before for a Community Development Corporation working on Community Organizing & planning projects, I own Flipside & feel like we have a platform to help organize folks around what they're passionate about in this town

Any suggestions or comments:

Thanks for the opportunity

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

For Official Use Only

Date Application Received: 1-13-21
Appointment Term: _____
Resignation Date: _____
Member being replaced: _____

Town Manager Review: _____

Town Clerk Review: ms
(Initials)



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: 1/4/2021
Name: Neal Deyoung
Street Address: 363 Main St.
Mailing Address (if different): _____
Home Phone Number: 617 938 0349
Cellular Phone Number: same
E-mail Address: neal.deyoung83@gmail.com
Preferred Method of Contact: email

Committee you wish to serve on: Thomaston Green Task Force

How long have you been a resident of Thomaston? 2 years

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

I want to positively impact the town where my family is growing and where we have started our business. My wife and I are excited to have our boys grow up here and we want other families to feel that excitement about our community.

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

My years of management experience have taught me great lessons about teamwork and working towards a common goal.

Any suggestions or comments:

Thank you for reviewing my application. I'd like to
to be a positive impact on our community.

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

For Official Use Only

Date Application Received: 1-13-21
Appointment Term: _____
Resignation Date: _____
Member being replaced: _____

Town Manager Review: _____

Town Clerk Review: ms
(Initials)



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: Erin S. Desmond
Street Address: 367 Main St.
Mailing Address (if different): _____
Home Phone Number: _____
Cellular Phone Number: 818.397.2718
E-mail Address: everythingismoveable@gmail.com
Preferred Method of Contact: email

Committee you wish to serve on:

*Thomaston Green
Task Force*

How long have you been a resident of Thomaston? 4 months

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

As a new property owner in Thomaston I would like to get involved with community development.

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

I work as a manager for Hindu Charters, have experience with grant proposals. I have served previously on a committee to save the Thompson fish house in Key West, FL.

Any suggestions or comments:

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

| | |
|------------------------------|----------------------|
| For Official Use Only | |
| Date Application Received: | <u>11-23-20</u> |
| Appointment Term: | _____ |
| Resignation Date: | _____ |
| Member being replaced: | _____ |
| Town Manager Review: | _____ (Initials) |
| Town Clerk Review: | <u>MS</u> (Initials) |

Rec'd 11-29
ms



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: Nov. 30 2020
 Name: RONALD GAMAGE
 Street Address: 21 SUNSET ST.
 Mailing Address (if different): _____
 Home Phone Number: _____
 Cellular Phone Number: 596-1106
 E-mail Address: Gamage@MIDCOAST.COM.
 Preferred Method of Contact: EITHER

Committee you wish to serve on: Thomaston GREEN TASK FORCE

How long have you been a resident of Thomaston? 40+ YEARS

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

MY HISTORY AND PARTICIPATION ON MANY TOWN COMMITTEES SPEAK FOR ITSELF. I BELIEVE THIS PROPERTY MAY BE THE FIRST SIZABLE PROPERTY THAT ALL VISITORS MAY SEE UPON ENTERING OUR LOVELY TOWN AND IT SHOULD BE CONSIDERED IN ANY DECISION GOING FORWARD.

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

MANY YEARS EXPERIENCE IN REAL ESTATE AND MANY YEAR RESIDENT OF THOMASTON. I ALSO LIVE SOMEWHAT NEAR THIS PROPERTY.



New Applicant

**Boards & Committees Application
Town of Thomaston, Maine**

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

Date: 2/5/21
Name: Valerie Stone
Street Address: 14 Bobo Link Ln
Mailing Address (if different): _____
Home Phone Number: 207-907-6083
Cellular Phone Number: _____
E-mail Address: vkzstone@gmail.com
Preferred Method of Contact: email or phone

Committee you wish to serve on: Save The "GREEN"

How long have you been a resident of Thomaston? 30 years

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

Preserving the former Maine State Prison land as an open, available, green space for citizens and visitors is a very important endeavor, close to my heart. I am up there daily and often in the evenings to

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

Conservation Committee member

Any suggestions or comments:

→ watch the sunset and view the ISS as it flies over. I enjoy seeing kids & families flying kites, riding bikes, skateboarding and playing with their dogs. Any development would take all that away. The views of the river are spectacular all seasons - any development would take away the freedom to enjoy this open space.

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

| | |
|------------------------------|----------------------|
| For Official Use Only | |
| Date Application Received: | <u>2-9-21</u> |
| Appointment Term: | _____ |
| Resignation Date: | _____ |
| Member being replaced: | _____ |
| Town Manager Review: | _____ (Initials) |
| Town Clerk Review: | <u>MS</u> (Initials) |



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: 02/12/21
Name: Avikhael(Avi) Ragaven
Street Address: 5 Congo Ave., APT 3,
Mailing Address (if different): Thomaston, ME, 04861 207-332-
Home Phone Number: 8708
Cellular Phone Number: _____
E-mail Address: scongoave@gmail.com
Preferred Method of Contact: email or phone

Committee you wish to serve on: Thomaston Green Task Force

How long have you been a resident of Thomaston? 2.5 years

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

The Thomaston Town Green is not only an invaluable asset to this town, it can also serve as an important space for the midcoast community at large. As someone who is looking toward a longterm future, the correct development of the green, conserving it's essence and it's economic successes are of the utmost importance to me, and to also make Thomaston a destination and attractive market for others as well.

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

Currently serving as vice chair of the Conservation Committee. I have a background in Architecture, Town Planning/Design, and a strong interest in outdoor activity which should all prove useful in consideration of where to take the Green. _____

Any suggestions or comments:

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

| | |
|------------------------------|----------------|
| For Official Use Only | |
| Date Application Received: | <u>2-16-21</u> |
| Appointment Term: | _____ |
| Resignation Date: | _____ |
| Member being replaced: | _____ |
| Town Manager Review: | _____ |
| | (Initials) |
| Town Clerk Review: | <u>ms</u> |
| | (Initials) |

5-17-21
KG recd By
Email From
ZBL



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: May 16, 2021
Name: Sue Howard
Street Address: 15 Wadsworth St, Thomaston
Mailing Address (if different): —
Home Phone Number: —
Cellular Phone Number: 988-305-3956
E-mail Address: showard@howardstudio.us
Preferred Method of Contact: email

Committee you wish to serve on: Thomaston Green Task Force

How long have you been a resident of Thomaston? 9 years

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

Because I love this town and want to see that it's growth and development are in keeping with the special charm and friendly atmosphere that I've always enjoyed.

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

In my graphic design career of 40 years I have been in charge of multiple departments and have managed many concurrent projects. I am very organized and detail-oriented and am able to bring projects in at or under budget.

Any suggestions or comments:

Looking forward to working together!

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

For Official Use Only

Date Application Received: 5-17-21

Appointment Term: _____

Resignation Date: _____

Member being replaced: _____

Town Manager Review: _____

Town Clerk Review: (m)
(Initials)



New Applicant

**Boards & Committees Application
Town of Thomaston, Maine**

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

Date: 2/2/21
Name: Janey Barthelette
Street Address: 26 Beechwood Street
Mailing Address (if different): Thomaston, ME. 04861
Home Phone Number: 207-749-0622
Cellular Phone Number:
E-mail Address: jbarthelette@gmail.com
Preferred Method of Contact:
Committee you wish to serve on: Green Task Force

How long have you been a resident of Thomaston? 34 years

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

I recently retired and felt it was time to get involved in supporting our town and it's future. I value the incredibly beautiful resources of our coastal location and now have the time to volunteer. The Green Task Force is of particular interest to me as I find this property among one of the most important natural resources in Thomaston.

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

I retired from PBMC after many years and I had many administrative as well as clinical responsibilities, which required organizational, technological and social skills.

Meeting Updates

Since the last Select Board meeting, I have attended many meetings:

Harbor Committee The Harbor Committee's next meeting is Tuesday, May 25th at 6 p.m. on Zoom. They will present their recommendation of the new Harbor Master to the Select Board in June.

Bar Harbor Bank & Trust Jodell and I met with representatives from Bar Harbor Bank & Trust, where the Town's trust funds are currently located. BHBT reviewed the performance of our funds and services they offer.

Susan Devlin, Thomaston Historical Society Susan updated me on events happening with the Thomaston Historical Society. Brooks Trap Mill donated gallery hanging wire that will be hung by Public Works in the hallway of the Municipal Building for the THS to display exhibits throughout the year.

The Summer House Tour is June 26th from 1-4 pm at the Dunn and Elliott Sail Loft at 54 Water Street.

The THS is continuing work on the Thomaston Walking Tour via smart phones. Additionally, a plaque will be installed at the Public Landing about Shipbuilding in Early Thomaston.

White House ARP Funds Webinar I attended a brief webinar summarizing the issuance of American Rescue Plan funds.

Dragon CAP Dragon representatives discussed a new product called "Slag." Slag is a by-product of manufacturing iron and is a 100% recycled product. Slag has some strength properties and enhances the strength of cement. Conveniently, it's a lighter color than cement so it makes for a lighter colored concrete. It reflects more light and resulting in cooler roads Buildings with slag are more energy efficient for cooling systems. It has stronger tensile strength and compression strength. In 2009 Dragon produced about 2,000 tons of slag and in 2020 Dragon produced about 75,000 tons of slag. While the cement market has been in decline, the slag market has been on the increase due primarily to its green qualities. Customers receive green credits for using it. Dragon imports 40,000 tons at a time. Slag is sold by Dragon as a stand-alone product and customers blend the product themselves.

EMS Chief I met with Amy to discuss the new proposal for ambulance billing services. We also talked about the changes in COVID guidance going forward and policies for the employees. The St. George Ambulance Department is hosting several COVID Vaccine clinics and we have shared the information on our website and Facebook.

Lyman Morse I toured the Lyman Morse facility with folks from the Coast Guard to look at the chann

Watts Block Trustees Watts Block Trustees met this past week. Air conditioners were installed in the windows of the Chiropractors space. The Trustees are looking in to purchasing awnings to reduce the sunlight and heat from entering the business windows. The Trustees have voted to increase rent by 3% for the tenants.

MIC Workshop Midcoast Internet Coalition had a workshop this past week. The open house is scheduled on Thursday, May 27th at 6 p.m. here at the Municipal Building.