

**SELECT BOARD MEETING
MONDAY, JUNE 28, 2021
EXECUTIVE SESSION 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 SESSION AT 5: P.M.

1. Pursuant to MRS Title 1, §405 (A), for discussion of a personnel matter.
2. Pursuant to MRS Title 1, §405 (E), for consultations with the Town Attorney.

SELECT BOARD REGULAR MEETING AT 6 P.M.

1. CALL THE MEETING TO ORDER
2. PUBLIC HEARINGS:
3. APPROVE THE MINUTES OF:
4. APPROVE THE WARRANTS
5. ADJUSTMENTS TO THE AGENDA
6. TOWN MANAGER'S REPORT
7. TOWN BOARDS & COMMITTEES UPDATE
8. PUBLIC COMMENTS
8. OLD BUSINESS
9. NEW BUSINESS
 - A. Review two (2) bids for the replacement of the Town Office roof as submitted by G & E Roofing Company and C.O. Beck & Sons.

- B. Consider for appointment Quixada Moore-Vissing to the RSU #13 School Board for the Town of Thomaston.
- C. Consider for appointment William Eustis as an alternate member of the Planning Board.
- D. Discuss the by-laws of the Midcoast Internet Development Corporation and continue discussion of the Interlocal Agreement.
- E. Review for approval the directive for the Stakeholders Group and consider appointments for the same to work with consultants in the development of the Trails & Parks Masterplan.
- F. Authorize the Town Manager to sign the application to Maine Department of Transportation (MDOT) for a sidewalk across Mill River.
- G. Authorize the Town Manager to contract with Dirigo Engineering for a feasibility study for an east-west highway, north of the village, running from Old County Road to Route 1, with costs not to exceed \$20,000.
- H. Review for approval the proposed Unmanned Aerial Vehicles (UAV) Policy for the Thomaston Police Department.
- I. Approve for signature the municipal quit claim deed to release the lien placed on 62 Green Street.
- J. Consider approving the Request for Proposal (RFP) for Investment Management Services on the Town's Trust Funds.
- K. Discuss a digital sign for municipal events and a public caucus per the request of Chair Diane Giese.

11. ADJOURN

Upcoming Dates:

Monday, July 5 th	Town Offices Closed in observance of Independence Day
Monday, July 12 th at 5 p.m.	Village Cemetery Board of Trustees Meeting (Municipal Building)
Monday, July 12 th at 6 p.m.	Select Board Meeting (Municipal Building)
Wednesday, July 14 th at 9 a.m.	Watts Block Trustees (Watts Hall)

C.O. BECK & SONS

INC.

ROOFING & SHEET METAL CONTRACTORS

76 Eastern Avenue, P.O. Box 1150
Waterville, Maine 04903 - 1150
Telephone: 872-5861 / Fax: 872-8771
Email: info@cobeckroofing.com
Visit us at www.cobeckroofing.com

June 12, 2021

Kara M.C. George
Thomaston Town Manager
13 Valley Street
Thomaston, ME 04861

Regarding: EPDM Roof Maintenance on Lura Libby Municipal Facility - Thomaston

Kara,

Following my inspection my time on this roof in 2019 and my most recent inspection on 6/8/21, recommended maintenance and budget allowance pricing is as follows.

Main/Center Section (approx. 6300 sf)

- Existing conditions:
 - Flat/non-sloping wood roof deck
 - ½" fiberboard secured to roof deck
 - .060 EPDM adhered to fiberboard
 - Perimeter scuppers and 2 center drains
 - Estimated age of roof is 20-25 years old, in fair condition
 - Some maintenance has already been conducted, with field seams having been overlaid
 - Perimeter EPDM flashings are failing as they were not overlaid
 - Recommended maintenance
 - overlay perimeter flashing at curbing (approx. 300 total linear feet – not including entrance parapet cap) with 9" EPDM pressure sensitive overlayment and seal all metal joints with lap sealant
 - inspect field of roof for any tears/holes and lifting fasteners, patch as required
 - budget allowance pricing for work outlined above: \$5,000

North-end Section (approx. 4100 sf)

- Existing conditions
 - Flat/non-sloping wood roof deck
 - 1" polyiso insulation secured to roof deck
 - .060 EPDM adhered to polyiso
 - Center roof drains and perimeter scuppers
 - C.O. Beck installed this roof in 2003 – it is in good condition

- No maintenance has been done on this roof to date
- The field seams are in good condition and do not need to be overlaid at this time
- The inside (qty 5) and outside (qty 1) corners are deteriorating and there are signs of leaking
- The field seam butt-joints where they meet the perimeter (qty 7) are deteriorating and should be patched
- Recommended maintenance
 - New flashing at inside/outside corners
 - Flash field seam butt-joints at perimeter
 - Inspect field of roof, drains, scuppers and metal joints and patch/seal as needed
 - budget allowance pricing for work outlined above: \$2,200

Pricing Structure

When conducting roof maintenance, we feel it is best to approach the work on a time and material basis with a budget allowance in place. Our pricing structure is as follows:

- Labor rates (includes travel):
 - Foreman: \$65/hr
 - Mechanic: \$53/hr
- Material: cost + 10%
- Truck: .60/mile

C.O. Beck and Sons is a 4th generation family owned and operated business installing quality roof systems throughout Maine since 1920. We are one of the highest rated Carlisle EPDM installers in the Northeast, and our attention to detail provides our customers with an attractive long-lasting roof.

Please contact me with any questions. Thank you.

Sincerely, *Steve Hildreth*

Steve Hildreth, President

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June 12, 2021

Kara M.C. George
Thomaston Town Manager
13 Valley Street
Thomaston, ME 04861

Regarding: EPDM Roofing on Town Office Section at Lura Libby Municipal Facility - Thomaston

Kara,

Thank you for the opportunity to quote this work. We are providing pricing for the south-end section that houses the town offices (reference highlighted roof plan and photos on page 3). We recommend this roof be replaced given its age (approx. 30 years old), the ongoing leaks, and the difficulty of conducting repairs with the stone ballast covering. It is also important to consider the existing insulation can be retained, but if leaks continue, it will become wet and would likely need to be replaced.

Existing EPDM roof conditions for this section (approx. 4300 sf):

- Sloped metal roof deck
- 2 layers of polyiso rigid insulation (1 ½" and 3" – total R 27)
- .060 EPDM loose laid over insulation with stone ballast
- Center roof drains (3 total)
- Numerous roof penetrations (skylights and units)

C.O. Beck & Sons work steps:

- Remove stone ballast and dump on town property (location to be determined).
- Remove and dispose of existing EPDM, EPDM/perimeter flashings, and expansion joints.
- Inspect and retain existing insulation. Any wet insulation is replaced at \$.90/sf for 1.5" layer, and \$1.50/sf for 3" layer.
- ½" SecureShield hi-density polyiso cover board insulation is applied over the existing insulation and fastened to the roof deck.
- Carlisle Syntec Systems .060 EPDM is fully adhered to the cover board.
- All field seams are flashed with 6" pressure-sensitive seam tape.
- Roof perimeters and penetrations are flashed with 24-gauge color-coated galvalume and/or EPDM flashing.
- 15-year Carlisle system warranty is included.

ADDITIONAL COMMENTS

Roof Penetrations

- Skylights: the units are in poor condition and should be replaced/eliminated. Our scope includes flashing skylight curbs, but not furnishing/installing new units. We should further discuss.
- Drains: our scope includes new drain components above the roof deck. Our quote does not include interior plumbing connections and/or drain line improvements, which would need to be done by a certified plumbing contractor. We should further discuss.
- Condenser units: the lines to these units will need to be disconnected by your mechanical contractor prior to roof installation to allow us to roof around these units. Our quote does not include mechanical contractor costs.

Replacement Roof Decking/Trim

If during the installation we discover areas where the roof deck and/or trim are in poor condition, we will remove and replace poor material as needed. This work would be billed on a time (\$60/hr) and material basis.

Pricing:

.060 EPDM Roof System \$58,450

Terms and Schedule

Our quote is valid for 30 days. This proposal doubles as a contract. If you choose to have us work on this project, please sign and return this proposal to us, and this will place you in our schedule and lock in the quoted price. This would be a fall 2021 project, with completion prior to winter months.

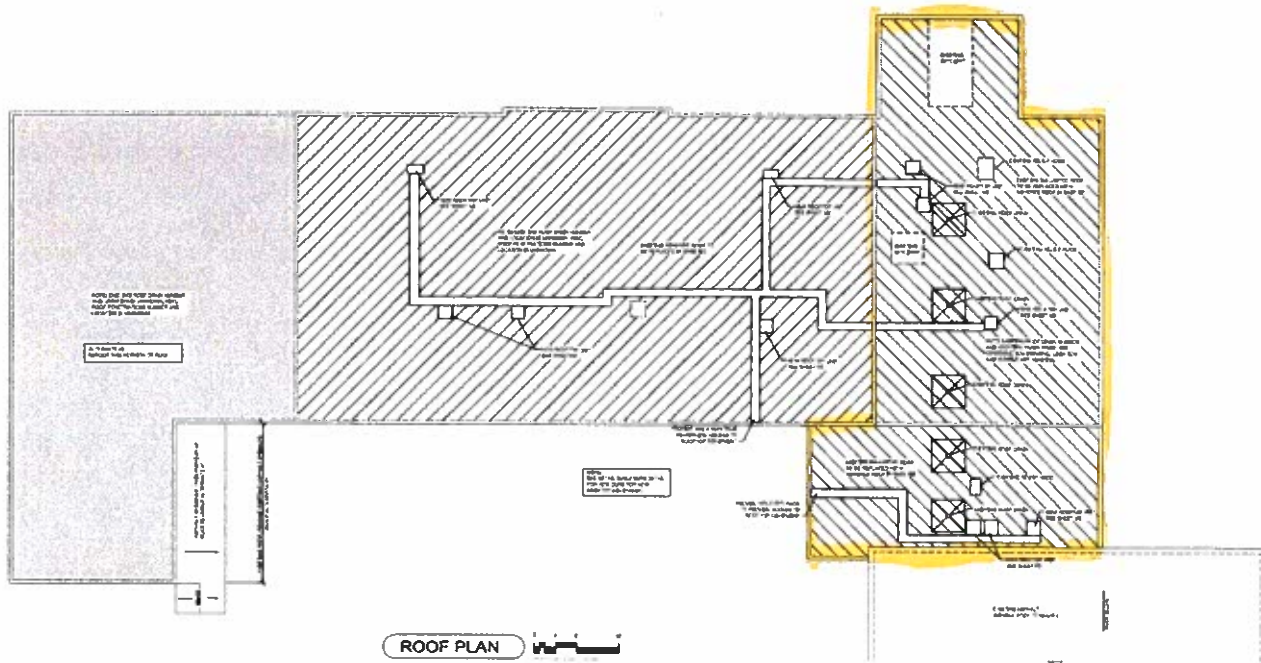
C.O. Beck and Sons is a 4th generation family owned and operated business installing quality roof systems throughout Maine since 1920. We are one of the highest rated Carlisle EPDM installers in the Northeast, and our attention to detail provides our customers with an attractive long-lasting roof.

Please contact me with any questions. Thank you.

Sincerely, *Steve Hildreth*

Steve Hildreth, President

_____ customer signature and date





Proposal

G&E ROOFING CO, INC 669 RIVERSIDE DR AUGUSTA, ME 04330 (207)622-9503 FAX (207) 622-7697

Incorporated 1975

Norman S. Evin, President

FOR: Town of Thomaston
PO Box 299
Thomaston, ME 04861

PROPOSAL # PR110412
DATE: June 17, 2021

PROJECT: Thomaston Municipal Building
13 Valley St
Thomaston, ME

ATTN: Kara George

After reviewing the roof at the above-referenced facility, we are pleased to present to you our observations and recommendations in the following proposal:

Area(s) Addressed by this Proposal

Roofs 3 & 4 as highlighted on attached G&E roof drawing #0891

Current Roof Observations

Section reference:	Roofs 3 & 4
Deck/understructure:	Metal
Vapor barrier:	None
Insulation:	3" polyisocyanurate & 1.5" polyisocyanurate
Roof system:	Stone ballasted, EPDM membrane
Condition/age:	Fair to poor / 30 -35 years (estimated)
Reported leakage:	None reported
Known issues:	Aging roof system; failing flashings; shrinkage of the membrane is bridging some of the walls

Objective(s) of this Proposal

- Solution to known issues within the identified roof area

Recommended Solution and Specification(s)

Re-cover the existing roofing materials with a single-ply membrane roof system using the following specification:

- All work will be completed in accordance with applicable OSHA safety standards.
- Perform a moisture scan of the specified roof area prior to project start.
- Verify areas of moisture contamination with core cuts and repair accordingly.
- Mark areas of moisture contamination on roof surface.

G&E ROOFING CO, INC 669 RIVERSIDE DR AUGUSTA, ME 04330 (207)622-9503 FAX (207) 622-7697

- Report extent of moisture contamination to owner and provide additional quote to replace contaminated materials (see Alternate #1 below for unit cost).
- Mobilize for project in area shown on enclosed roof drawing (see exclusions).
- Remove the existing roofing materials down to the existing insulation.
- Install new wooden nailers along perimeter as required.
- Install one layer of ½" HD coverboard, mechanically fastened through the existing insulation and into the deck with roof system manufacturer approved screws and plates.
- Fully adhere a .060" EPDM membrane, manufactured by Carlisle SynTec or Firestone Building Products, to the new coverboard.
- Install new 24 gauge steel edge detail along perimeter (color by owner).
- Install new flashings at walls and roof penetrations per manufacturer's specifications.
- Remove and replace siding, as required, to install new flashings along walls.
- Install new Retrofit roof drains to replace existing drains.
- Install manufacturer-approved walkway pads at access panels of serviceable rooftop equipment.
- This work includes a 15-year limited membrane system warranty from the manufacturer.

Quote: \$49,611

Alternate #1: Replacement of contaminated areas will be an additional cost of **\$5.71/sq ft**. If moisture contamination exceeds 10% of the proposed area, the owner may cancel this agreement and be liable only for the moisture scan cost of \$1049. We would then provide a complete replacement quote.

Alternate #2: If you would like to replace the skylight dome during the reroof, please add **\$2,356** to the above quote.

We wish to thank you for the opportunity to assist you with our recommendations in this proposal. If you have any questions or need additional information, please contact our office at (207) 622-9503. To authorize the specified work, please complete and sign the attached Contract Terms and Conditions. **If this proposal is not accepted within 30 days, G&E Roofing reserves the right to renegotiate the price.**

If, between the authorization and performance dates of this contract, material prices significantly increase through no fault of G&E Roofing, prices of affected materials will be equitably adjusted by change order and passed along to building owner by any amount reasonably necessary to cover any such increases.

Sincerely,



Seth M Doughty
Account Manager



Contract Terms and Conditions

PROPOSAL #PR110412

- This proposal includes the disposal of roof debris at an approved landfill. If, at the time of disposal, this facility has closed or increased its rates, any additional disposal costs will be the responsibility of the owner. G&E Roofing will notify the owner before any work is started if the landfill has closed, changed its policy on receiving roof debris or increased its rates. This will give both parties the opportunity to renegotiate the cost change or void the contract.
- Unless otherwise noted in this proposal, the recommended specification does not include deck replacement. If deteriorated deck is discovered, it will be replaced on a time and material basis with the owner's approval. If electrical conduits or other utilities are attached to the bottom of the existing deck, it will be the owner's responsibility to bring this condition to the contractor's attention. Any damage to conduits or wiring caused by insulation fasteners penetrating the deck will be the owner's responsibility. Any additional work required to avoid damage to conduits will be performed at an additional cost.
- Unless otherwise noted in this proposal, the recommended specification is not designed to meet any specific insurance company (i.e., Factory Mutual) requirements and the quote is not based upon use of any state or federal wage scales (i.e., Davis Bacon).
- Additional roof drains may be required in the event that positive drainage does not occur and ponding water remains on the roof 48 hours after precipitation. Taking this action will ensure that the manufacturer's warranty remains in effect. The owner will be responsible for any additional costs if this action is necessary.
- All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the proposed specification involving extra costs will become an extra charge over and above the quote. The owner will provide G&E Roofing with electricity during construction. G&E Roofing is fully covered by liability insurance and our workers are fully covered by workers' compensation insurance.
- **This contract is subject to credit approval. Payment will be 100% due and payable 10 days from invoice and with owner's acceptance of work performed. Monthly requisitions for a percentage of materials and labor may be issued and will be due and payable 10 days from the date of requisition. To help control risk from escalating material costs, the owner agrees to honor requisitions for payment of materials when G&E takes delivery. An interest charge of 1.5% per month may be added to balances over 30 days. In the event of default the owner agrees to reimburse G&E Roofing 10% of the contract amount or for all reasonable expenses, including attorney fees, incurred by G&E Roofing in enforcing its rights against the owner, whichever is greater.**

DECK NOTE: An industry standard pull test may be required prior to the start of this project. The test will reveal whether the roof deck meets manufacturer's warranty criteria for fastening the proposed roof system. In the unlikely event of an unsuccessful test, the specification and quote must be revised for authorization prior to proceeding with this project.

STRUCTURAL NOTE: The proposed specification may add minimal weight to the roof structure. If there is any concern about this added weight or about a change additional insulation could create regarding snow loading, we recommend consulting a structural engineer before authorizing this project.

SNOW RESTRAINT NOTE: A snow restraint system is designed to reduce the amount of snow sliding off the roof. If there is any concern about the added weight of snow and ice on the roof structure, we recommend consulting a structural engineer before authorizing a snow restraint project.

CONDENSATION NOTE: For roofs over freezer/cooler areas, we recommend consulting an engineer to ensure potential condensation issues have been adequately addressed prior to installation of a new roof system.

ADHESION NOTE: Coating applications require an adhesion test to determine compatibility of the existing roof with the coating. A test application on the existing roof must cure a minimum of 10-14 days before the test can be completed. Our coating specification and quote are based on a successful adhesion test. In the event of an unsuccessful test, a proposal revision may be necessary prior to proceeding with this project.

CONTRACT EXCLUSIONS (unless otherwise noted in proposal)

- Additional costs associated with project mobilization (including crane rental) if we cannot set up in the area identified on the attached roof drawing.
- Additional costs associated with any unplanned work stoppages as directed by owner's representative.
- Snow and ice removal should this project be scheduled in cold weather.
- Building owner will be responsible for electrical disconnection/reconnection and raising/lowering of any rooftop equipment over 400 lbs that may be necessary to complete this project.
- Owner will be responsible for movement/realignment of any existing satellite dishes to accommodate this project.
- For drains less than 3" in diameter, a watertight connection at the drain is not possible without additional work being performed. We strongly recommend you have a plumber inspect all roof drainage systems prior to reroofing to ensure their proper operation. G&E Roofing will not be liable if a restriction in the drain plumbing or a full drainage system creates water backup and leakage.
- When changing a ballasted roof system to a system without roof ballast, there will be an increased rate of water flow to the existing roof drains when it rains. As the water flow increases, so does the weight of the water in the drain pipes. If there is an obstruction of water flow in a drain pipe, weight will increase as water backs up and fills the pipe. If the drain pipes have been installed following local codes, there should be no issues with the additional weight of water in the pipes. If the pipes are not properly installed, the added weight of water could cause them to disconnect from the roof drain or at other joints in the pipes. For these reasons, it is important that the owner have the roof drain pipes inspected for proper securement. Any failure from movement of the existing pipes is not the responsibility of G&E Roofing. The common issue is the lack of securement adjacent to the pipe elbow directly below the roof drain.

- Installation of wooden nailers for new construction projects.
- A man lift may be required on this project in order to properly and safely perform the required work. The man lift is a large, very heavy piece of equipment requiring special consideration with respect to access around the building. It is the owner's responsibility to notify us in advance of the job starting of any underground water, sewer or electrical lines or any other structures below the surface. We will take appropriate precautions to avoid damage to lawns surrounding the work and access areas and will repair any lawn damage should it occur.
- For projects involving a warranted roof coating, the manufacturer's warranty excludes coverage for leakage caused by ponding water, which includes ice dams.
- Interior protection will be the responsibility of the building owner.

BEFORE ACCEPTING THIS CONTRACT

Has a project mobilization area been discussed and agreed upon and has the potential for change due to internal customer demands been discussed? yes no

Have planned working hours for this project been discussed and agreed upon? yes no

Has the potential for construction noise and product odors been discussed and do you have a plan to address these potential issues within the facility? yes no

Have specific project scheduling needs been discussed and agreed upon? yes no

Do you understand the Proposal Terms and Conditions, including payment? yes no

If the answer to any question is no, we must discuss the project more before authorization. Working out these issues now is necessary to help avoid potential conflicts before and during construction.

CONTRACT AUTHORIZATION

If you accept the proposed specification(s), please complete, sign and return one copy of this contract to our office. If you prefer, you may issue a purchase order reflecting the proposal number and contract amount. **NO WORK WILL BE SCHEDULED UNTIL THIS AUTHORIZATION IS RECEIVED.**

The proposed specification(s), quote(s), terms and conditions are satisfactory and are hereby accepted. G&E Roofing is authorized to perform the work as specified in the referenced proposal. The undersigned swears to have the authority to authorize work for the building owner.

AUTHORIZED BY _____ **DATE** _____

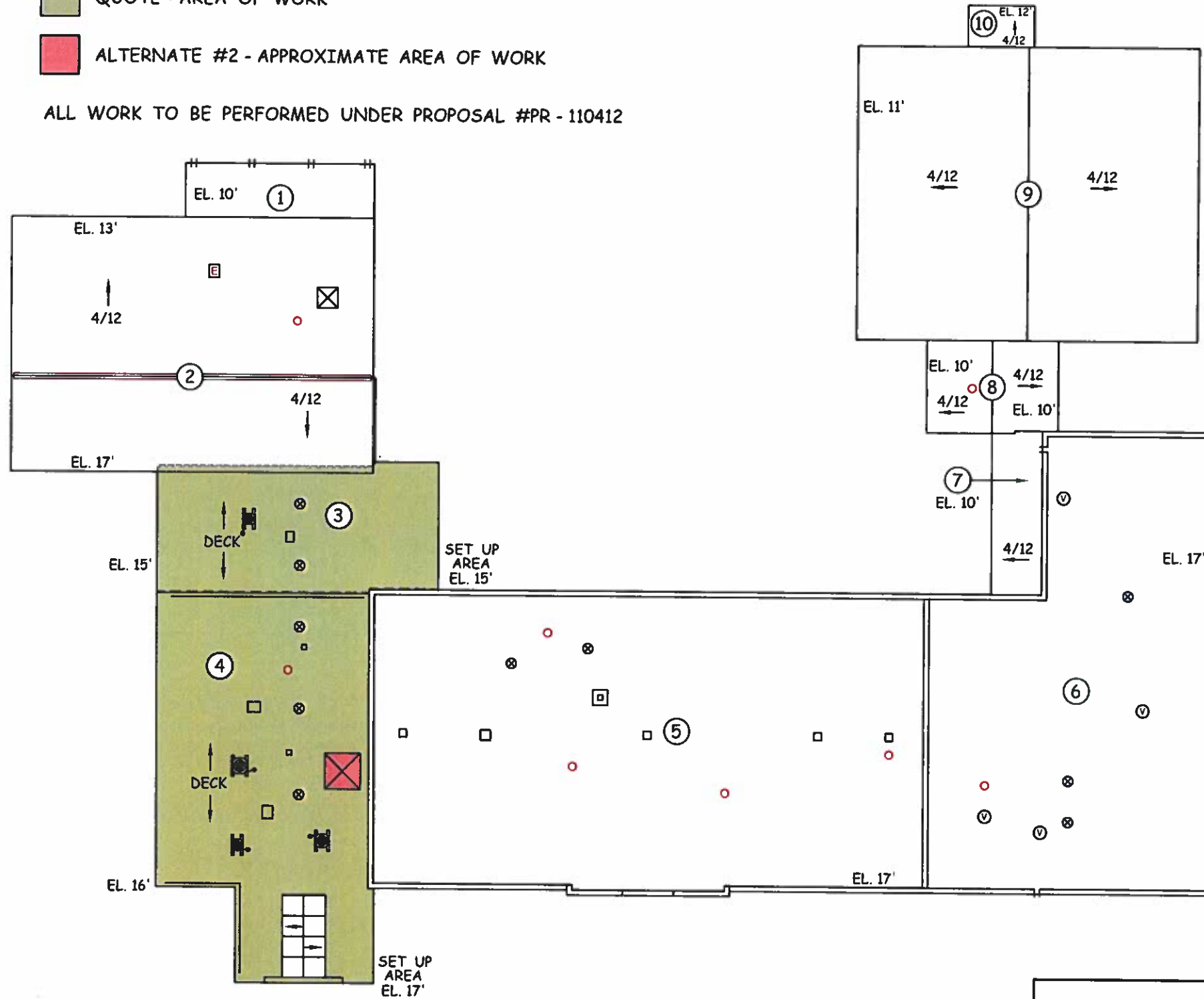
PRINTED NAME _____ **TITLE** _____

CONTRACT AMOUNT (including any applicable alternates) _____

LEGAL NAME OF BUILDING OWNER to whom any proposed warranty will be issued:

- QUOTE - AREA OF WORK
- ALTERNATE #2 - APPROXIMATE AREA OF WORK

ALL WORK TO BE PERFORMED UNDER PROPOSAL #PR - 110412



- LEGEND:**
- UNIT
 - VENT
 - SCUPPER
 - CHIMNEY
 - SKYLIGHT
 - VENT STACK
 - ROOF DRAIN
 - ROOF SECTION
 - EL. = ROOF ELEVATION

THOMASTON MUNICIPAL BUILDING 13 VALLEY ST. THOMASTON, MAINE		
SCALE: N.T.S.	APPROVED BY:	DRAWN BY: J.E.R.
DATE: 7/13/09		REVISED: 6/12/21
G&E ROOFING CO., INC. 669 RIVERSIDE DRIVE AUGUSTA, MAINE		
THIS DRAWING IS THE SOLE PROPERTY OF G&E ROOFING CO., INC. AND SHALL NOT BE REPRODUCED OR USED IN ANY MANNER OTHER THAN IN NEGOTIATIONS WITH THE OWNERS OR OWNER REPRESENTATIVES AND G&E ROOFING CO., INC.		DRAWING NUMBER: 0891

Quixada Moore-Vissing, 20 Pine Street, Thomaston, ME 04861

(603) 498-6185, quixadamv@gmail.com

June 15, 2021

To Whom it May Concern:

I would be pleased to serve as Thomaston's school board representative as I hear there is a vacant seat that needs leadership. I submit this letter as my application to the position.

As a summary of my credentials – I am a former high school English teacher in the Boston area. I have a PhD in Education from the University of New Hampshire and taught and supervised Master's students completing their teaching practicum at Exeter High School. I used to work for the New Hampshire Higher Education Assistance Foundation providing free college counseling support to students, helping them to access affordable education after high school. I conducted a research project about how to build relationships between schools and communities in rural New Hampshire. I currently work for a nonpartisan nonprofit called Public Agenda whose mission is to strengthen democracy through building bridges between public officials and community members.

Thank you for considering my application, and I will plan to attend the Select Board Meeting on 6/28.

Sincerely,

Quixada Moore-Vissing

A handwritten signature in black ink, appearing to read "Quixada Moore-Vissing", written in a cursive style.

June 28th



New Applicant

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

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

Date: 06/05/2021

Name: William Eustis

Street Address: 24 Beechwood St.
Thomaston, ME 04861

Mailing Address (if different):

Home Phone Number: 207-354-5176

Cellular Phone Number: 107-542-5828

E-mail Address: wjeustis@gmail.com

Preferred Method of Contact: Mobile or
email

Committee you wish to serve on: Planning
Board alternate

How long have you been a resident of Thomaston? Currently 6
months _____

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

My wife and I just bought a house in town and would like to be more involved in the community as we plan to be here for a long time.

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

 I am computer savy

Any suggestions or comments:

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

<p>For Official Use Only</p> <p>Date Application Received: _____</p> <p>Appointment Term: _____</p> <p>Resignation Date: _____</p> <p>Member being replaced: _____</p> <p>_____</p> <p>Town Manager Review: _____ (Initials)</p> <p>Town Clerk Review: _____ (Initials)</p>
--

Kara George

From: Zel Bowman-Laberge
Sent: Monday, June 7, 2021 10:26 AM
To: Wilifer Eustis
Cc: Kara George; Missy Stevens; Joanne Richards
Subject: Re: Committees

Thanks, Will! I appreciate your interest in Thomaston and willingness to serve on the Planning Board as an alternate.

I am CC-ing Missy and Kara at the Town Office to formally submit your application to the Town so we can have your appointment on the agenda for the next Select Board meeting which is June 14th at 6PM. It would be great for you to be at that meeting so members of the Select Board can meet you.

Additionally, I am CC-ing Joanne Richards, who is the Chair of the Planning Board, so she is also aware of your interest in joining the Board.

I also want to note for Missy, Kara and Joanne that Will recently bought a home in Thomaston but has been a resident in Thomaston a lot longer - including going to school at Lura Libby - so I think we can waive the two-year residency requirement for members of the Planning Board.

Thanks again,
Zel

From: Wilifer Eustis <wjeustis@gmail.com>
Sent: Saturday, June 5, 2021 9:17 PM
To: Zel Bowman-Laberge <zbowmanlaberge@thomastonmaine.gov>
Subject: Re: Committees

On Tue, May 25, 2021, 6:52 PM Zel Bowman-Laberge <zbowmanlaberge@thomastonmaine.gov> wrote:
Hi Will,

It was nice to meet you yesterday. Thanks for your interest in joining a Committee!

Here is a list of active Committees with some openings:

Board of Appeals (meets monthly as needed)

This Board reviews Appeals of Planning Board or Code Enforcement Officer Decisions as well as Variance involving Land Use.

-1 Member

-2 Alternate Members (only a voting member when another Member is absent)

Budget Committee (meets during Budget Season January-April)

This committee reviews the Annual Municipal Budget, meeting with department heads in the beginning of the year to establish the annual budgets per department.

-3 Members

Planning Board (meets monthly as needed)

Reviews new construction projects and developments in town.

-2 Alternate Members (only a voting member when another Member is absent)

Recreation Committee (meets monthly as needed)

Advises on recreation activities including team sports.

-2 Alternative Members

Please let me know if you have any questions about the Committee and I am also happy to put you in contact with the Chair of those committees.

I am also attaching the Board & Committee Application that you would fill out indicating which Committee you would be interested in.

Thanks!

Zel

Kara George

From: Debra Hall <debra.hall@midcoastinternet.com>
Sent: Tuesday, June 22, 2021 4:15 PM
To: Audra Caler; Kara George; Tom Luttrell; Terri Baines; Brian Doyle; Robert Falciani; Diane Giese; Ben Dorr; Walter Reitz; Matt Siegel; Denise Munger; Craig Currie
Cc: Debra Hall
Subject: Re: Midcoast Internet Development Corporation -- BYLAWS PLEASE REVIEW ASAP

Town Managers and SB Chairs

In an effort to keep you up-to-date and not burden you with multiple drafts, the following changes have been made thus far to the Bylaws:

1. Select Board appointments to the BOD are for 3 years not 5 years.
2. There is a typo in the important section on funding — sorry about that — my fault — the red “to” below was a typo and should read “no.” In other words Maine State law states that the Corporation has no legislative powers to tax etc. and that the Members have NO power to delegate such powers to the Corporation. This is the essential point in Bill Kelly’s legal opinion — that the interlocal agreement does not give the authority to do so, and in fact could not as it would be contrary to State law to do so.

Section 9.1 No Dues, Assessments or Taxes

The Corporation shall have no power or authority to impose or assess upon Members any dues, assessments, or taxes. Pursuant to 30-A M.R.S. §2203(8)(B), the Corporation has no legislative powers, taxing authority or eminent domain power and the Members have **no** power or authority to delegate any such powers to the Corporation.

3. We are adding a provision to make clear that the Select Boards who appoint their BOD member have the power to remove that individual and to fill any vacancy.

Regards
Debra

On Jun 21, 2021, at 4:49 PM, Debra Hall <debra.hall@midcoastinternet.com> wrote:

Dear Town Managers

As you know, we have been working on the Bylaws for the MIDC. Attached is a draft for your review and your review with your outside counsel. Please advise us no later than COB Friday of any concerns that you or your outside counsel have with these Bylaws.

As you know, the initial Board of Directors will be adopting Bylaws for the Corporation. They are not approved by the town Select Boards.

These draft Bylaws are based largely on the Downeast Broadband Utility Bylaws with some reliance on the Midcoast Solid Waste Corporation Bylaws and consistent with Maine statutes, the Interlocal Agreement and the Articles of Incorporation which I provided to you for comment on June 2, 2021.

I have attached for your convenience an annotated copy of the Bylaws so that you can generally see where the provisions originated. I have also attached the Maine Nonprofit Corporation Act for your convenience. There is a lot of detail in the Act that need not be included in the Bylaws. The Act

specifically applies these provisions. Of course, you need not review the Act but you might find it instructive for reference.

Article 9 has the specific references about funding and no taxing authority. You may recall that the fact that there is no taxation or assessment was also built into the Articles of Incorporation I sent on June 2, 2021.

Final formatting/section number checks and typos will be done when we finalize the document.

The MIDC will be officially incorporated as of tomorrow, June 22nd and the Board will be taking action shortly thereafter to approve the Bylaws with any amendments we might make as a result of comments received by COB Friday, June 25, 2021.

Best regards

Debra

<Draft MIDC Bylaws V4 Annotated.docx><Ttle13-B Non-Profit Corp Act.pdf>

Bylaws
of
Midcoast Internet Development Corporation

Article I
Name, Location and Corporate Seal

Section 1.1 Name

The name of the Corporation shall be the Midcoast Internet Development Corporation (the "Corporation").

Section 1.2 Principal Office

The location and principal office of the Corporation shall be in the Town of Rockport, State of Maine, but the Corporation may also maintain other offices in such places, either within or without the State of Maine, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

Commented [DH1]: Title 13-8 permits this. Same as Mid-Coast Solid Waste Corporation (MCSWC) Bylaws dated 1-29-20.

Section 1.3 Registered Office

The registered office of the Corporation in the State of Maine may, but need not be, the same as the principal office.

Commented [DH2]: Same as Mid-Coast Solid Waste Corporation (MCSWC) Bylaws dated 1-29-20. Registered agenda is Rockport Town Manager and registered office is Rockport Town Office located at 101 Main Street, Rockport, ME 04856.

Section 1.4 Seal

The corporate seal shall be the common wafer seal unless otherwise determined by the Board of Directors.

Commented [DH3]: Same as Downeast Broadband Utility (DBU) adopted 11-17-17.

Article II
Definitions

The definitions of terms used in these Bylaws shall be the same definitions as set forth in the Midcoast Internet Development Corporation Interlocal Agreement (the "Interlocal Agreement") as adopted by the Member Municipalities and amended from time to time. In those instances where the terms are not defined in the Interlocal Agreement, the terms shall be the same definitions as set forth in the Maine Nonprofit Corporation Act.

Article III
Purpose and Powers

Section 3.1 Purpose

The purposes of this Corporation are set forth in the Articles of Incorporation, as the same may be amended from time to time, which include: promoting the common good, and social welfare of the people of Maine by designing, building, installing, obtaining, and providing funding for broadband infrastructure and to engage in any and all activities related thereto, including but not limited to education and the provision of Broadband Services.

Commented [DH4]: These are the general purposes set forth in the Articles of Incorporation at Exhibit A. The format of the purpose in referring to the Articles of Incorporation and not restating them in their entirety is based on the DBU Bylaws.

Section 3.2 Regional Municipal Utility District

This Corporation shall be a regional municipal utility district, pursuant to 30-A M.R.S. §2203(9) and is created to support or promote the provision of Broadband Services and to carry out the purposes set forth in Section 1 of the Interlocal Agreement.

Commented [DH5]: Interlocal Agreement 3 A.

Section 3.3 Powers

The Corporation shall have all the powers, rights and duties normally incident to such corporations and all other rights granted to corporations organized under the Maine Nonprofit Corporation Act Title 13-B, M.R.S. § 101 *et seq.* and 30-A M.R.S. § 2203(9). In particular, the Corporation shall have the power to issue revenue bonds; to promote and facilitate the issuance of bonds by other entities to further those purposes; the power to acquire, lease, and / or sell property in furtherance of its purposes; and all other powers, rights and duties set forth in the Interlocal Agreement.

Commented [DH6]: Based on the DBU Bylaws with statutory references consistent with 3.B of Interlocal Agreement

Article IV Membership

Section 4.1 Members

The Corporation shall have one class of Members, consisting initially of the Town of Camden, Maine and the Town of Rockport, Maine as Charter Municipalities. Only Maine municipalities and counties shall be eligible Members of the Corporation.

Commented [DH7]: As provided for in Interlocal Agreement 3.A and definitions. One class of Members consistent with DBU approach along with the charter members in DBU which were Calais and Baileyville per the DBU amended interlocal agreement

Section 4.2 Admission of New Members

Admission of new members shall be governed by the Interlocal Agreement. The Board of Directors shall consider the admission of new members, pursuant to Section 11, based on their judgment of the best financial and operational interests of the Corporation, and such other matters as the Board of Directors determines to be relevant.

Commented [DH8]: Based on Interlocal Agreement Section 11

Section 4.3 Withdrawal, Term and Removal of Members

Members shall serve until the earlier of their withdrawal pursuant to Section 13 of the Interlocal Agreement or the termination of the Interlocal Agreement pursuant to Section 12 of the Interlocal Agreement, whichever is earlier. A Member may only be removed from office upon the unanimous written consent of the Board of Directors, based on their judgment that removal is in the best financial and operational interests of the Corporation.

Commented [DH9]: Based on Interlocal Agreement references cited. DBU also provides for removal of a Member by the unanimous vote of the Members but in this case it provides for the unanimous vote of the Board of Directors which includes a representative from each Member (initial appointment of a new member is also based on a unanimous vote of the Board of Directors.)

Section 4.4 Meetings

An annual meeting shall be held at a date and time to be determined by the Board of Directors.

Section 4.5 Special Meetings

A special meeting of the Members may be called by the President or by the majority of the Board of Directors.

DBU Bylaws are silent on the standard to be applied for either admission or removal -- the "financial and operational best interests of the Corporation" was added for both an appoint and removal standard.

Section 4.6 Notice

- a. Notice of any the annual meeting of the Members shall be given at least ten (10) business days prior thereto and notice of any special meeting of the Members shall be given at least five (5) business days prior thereto by written notice.
- b. Written notice may be delivered by electronic transmission as defined and permitted by Maine law.
- c. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except when a Member attends the meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened.
- d. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need to be specified in the notice or waiver of notice of such meeting, unless the applicable provisions of the Maine Nonprofit Corporation Act so require.

Commented [DH10]: An annual meeting of the Members is required by Title 13-B Sec. 602.2.

Commented [DH11]: Special meetings of Members may be called by the President of BOD pursuant to Title 13-B Sec. 602.3.

Commented [DH12]: Time periods based on DBU Bylaws Title 13-B defers to the articles of incorporation or bylaws.

Section 4.7 Quorum

A majority of the Members shall constitute a quorum for the transaction of business at any meeting of the Members.

Commented [DH13]: Based on DBU Bylaws Title 13-B Sec. 605.1 defers to articles of incorporation or bylaws for the establishment of what constitutes a quorum

Section 4.8 Voting

- a. Each Member of the Corporation shall select a delegate to represent the Member at Members meetings. If no delegate is selected, the Member's representative at the annual and any special meetings shall be the individual appointed by the Member to the Board of Directors.
- b. The Governing Board of each Member shall appoint an individual to serve on the Board of Directors of the Corporation pursuant to Article V of these Bylaws. The Members shall have no other voting rights.
- c. Each Member of the Corporation shall be accorded one vote through their appointed representative on the Board of Directors as provided in Article V of these Bylaws.

Article V
Board of Directors

Section 5.1 General Powers

The affairs of the Corporation shall be governed by a Board of Directors, consisting of no fewer than three (3) nor more than nineteen (11) members. The Board of Directors shall have oversight over the operation of the Corporation and shall have all such necessary and incidental powers granted to directors of non-capital stock corporations under Title 13-B, M.R.S. §101 *et seq.*

Section 5.2 Qualification, Term and Removal

- a. Each Member shall be entitled to appoint one (1) Director to serve on the Board of Directors of the Corporation. Directors shall serve until the earlier of their resignation, death, or removal from office. A Director's term shall be for five (5) years and each Director appointed shall serve until his or her successor shall have been appointed and qualified or until his or her earlier resignation or removal from office. Any Director may be removed from office, but only with the unanimous consent of the Board of Directors.
- b. The Directors appointed pursuant to subsection (a) of this Section shall be individuals with sufficient managerial, technical, financial, or business experience to execute their duties effectively and efficiently.

Section 5.3 Executive Director as Member of the Board

- a. Pursuant to the Interlocal Agreement, the Executive Director shall serve on the Board of Directors.
- b. The Executive Director shall be a voting member of the Board of Directors if he/she receives no compensation for being Executive Director. However, if the Executive Director receives compensation for being Executive Director, the Executive Director shall recuse himself/herself from voting on any matter that is or may be perceived as a conflict of interest, including his/her performance and amount of compensation.
- c. The Executive Director shall serve at the will of the Board of Directors pursuant to the terms of any consulting or other agreement, if any, approved by the Board of Directors.

Section 5.4 Delegation of Responsibilities

- a. Executive Director. The Board shall delegate the day-to-day operations of the Corporation to the Executive Director.
- b. Executive Committee. The Corporation may delegate such operational matters to an Executive Committee, as determined by the Board of Directors. If an Executive Committee is appointed, the Executive Committee shall consist of the Executive Director, the Director appointed by each Charter Municipality, and such Officers of the Corporation as the Board designates.

Section 5.5 Regular Meetings

Commented [DH14]: This is state in Exhibit A of the Articles of Incorporation.

Commented [DH15]: Interlocal Agreement Section 3 C states that the Governing Board appoints one director to the Board.

It is interesting to note that there is a statutorily required annual mtg of the members, yet MCSWC does not have member mtgs, only BOD mtgs unless the annual mtg of the Board is considered the annual mtg of the members. Note: Unlike the BOD Article we did not include mtgs by telephone, unanimous written consent etc. because Members have no voting rights per the Interlocal Agreement and the Articles of Incorporation other than to appoint their own BOD.

Commented [DH16]: Title 13-B Sec. 604.4 states "if a corporation has no members or its members have no right to vote, the directors shall have the sole voting power." The Articles of Incorporation state that the Members have no other voting power.

Commented [DH17]: Interlocal Agreement Section 3 C states that each Member shall appoint one representative to the Board of Directors. The Interlocal Agreement at 3 C (3) states that each Board member shall have one vote.

Commented [DH18]: The number of Directors is set forth in the Articles of Incorporation. Maine statute requires a minimum of three directors. Language here regarding powers is based on the Interlocal Agreement Sec. 3 C (1).

Commented [DH19]: The point here is that bringing broadband is a long process and we don't want an ever-changing BOD and the BOD should consist of people who bring skills and technical knowledge to the table, not political appts. Open to discussion if this is too long, however, it needs to be at least 3 years and designating 3 years might tend to fit too neatly into 3 year Select Board terms which would turn this into the political appt. we don't want to have happen.

We should also be concerned about staggered terms so that an entire BOD does not turn over at the same time. That said, it might be that due to the municipalities coming on board that the staggering might occur naturally. However, there are probably going to be 4-5 board members th [1]

Commented [DH20]: Maine statute provides for the removal of directors in various ways with or without consent. The suggestion here is that it requires the unanimous consent of the Board of Directors, the same as for admission and removal of Members. Other proced [2]

Commented [DH21]: Interlocal Agreement Sec. 3 D provides for appointment of an Executive Committee within the discretion of the Board and with this composition. Title 13-B Sec. 709 addresses the full scope of what can be delegated to the Executive Committee.

- a. The Board of Directors shall hold quarterly meetings at an established location and time, but may, at their discretion, meet more frequently.
- b. Meetings of the Board of Directors, regular or special, may be held at any location within or outside the State of Maine.
- c. There shall be an annual meeting of the Board of Directors at a date and time determined by them.
- d. The Board of Directors may provide by resolution the time and place of the holding of regular meetings of the Board of Directors without necessity for notice other than such resolution.

Commented [DH22]: Interlocal Agreement Sec. 3.C (2) provides for this frequency of meetings.

Commented [DH23]: Based on DBU Bylaws and Maine statute Sec. 705.1.

Commented [DH24]: Based on DBU Bylaws and Maine statute.

Commented [DH25]: Based on DBU Bylaws

Section 5.6 Special Meetings

Special Meetings of the Board of Directors may be called by the President of the Corporation, or by any two of its Directors.

Commented [DH26]: Based on DBU Bylaws except not by vote of its Members because the Members explicitly have no vote except to appoint BOD representatives. Also based on Title 13-B Sec. 706.2.

Section 5.7 Notice

- a. Except as otherwise provided in Section 5.5 above, notice of any regular meeting of the Board of Directors shall be given at least five (5) business days prior thereto and notice of any special meeting of the Board of Directors shall be given at least three (3) business days prior thereto by written notice. Written notice may be delivered by electronic transmission as defined by Maine law.
- b. Nothing in this Article shall prohibit the Board of Directors from meeting on an emergency basis if required for business necessity and the majority of the Board of Directors consents and waives notice otherwise required by this Article.
- c. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends the meeting for the express purpose of objecting to the transaction of any business because a meeting is not lawfully called or convened.
- d. Neither the business to be transacted at, nor the purpose of, regular or special meetings of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless the applicable provisions of the Maine Nonprofit Corporation Act so require.

Commented [DH27]: DBU Bylaws provide for 10 and 5 business days. This is a Board that might have to act on funding issues, etc. and it seems that two weeks/one week is an extraordinarily long period of time.

Commented [DH28]: Added as MCSWC has needed this from time to time and had difficulty with calling emergency meetings.

Commented [DH29]: Based on DBU Bylaws and Maine statute Sec. 705.1.

Commented [DH30]: Based on DBU Bylaws and Title 13-B Sec. 705.1.

Section 5.8 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Commented [DH31]: Interlocal Agreement 3.C (3) and Title 13-B Sec. 706.1.

Section 5.9 Voting

- a. All decisions of the Board of Directors shall be made by vote, with each member of the Board of Directors present having one vote. There shall be no proxy voting.
- b. In the event of a tie vote, the motion shall fail for lack of a majority.
- c. Some or all votes by the Board of Directors, including those pursuant to Section 5.9, may be conducted by electronic transmission under procedures established by the Corporation.
- d. A vote conducted by electronic transmission must be filed with the minutes of meetings and has the same effect as an in-person vote.

Commented [DH32]: Interlocal Agreement states this at Sec. 3.C.(3).

Commented [DH33]: Interlocal Agreement states this at Sec. 3.C.(3).

Commented [DH34]:

Section 5.10 Action of Directors by Unanimous Written Consent

Any action which may be taken or which may be required by Maine law to be taken at a meeting of Directors may be taken without a meeting if all the Directors sign a written consent setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the Board of Directors' meetings and shall have the same effect as a unanimous vote of the Board of Directors.

Commented [DH35]: Based on DBU Bylaws Sec. 4.7 and Title 13-B Sec. 707.

Section 5.11 Meetings by Electronic Means

To the extent permitted by law, Directors may participate in a meeting of the Board of Directors by means of conference telephone, computer conferencing or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Commented [DH36]: This wording is included to the extent that the Board is precluded from meeting in this manner due to its quasi-municipal status

Commented [DH37]: Title 13 B Sec. 705.2 permits this

Article VI Officers

Section 6.1 Election and Term

The Officers of the Corporation shall consist of a President, Vice President, Secretary and Treasurer and other officers as the Board of Directors deems necessary. All Officers shall be elected for two-year terms and are eligible for reappointment by the Board of Directors immediately following the annual meeting.

Commented [DH38]: Based on DBU Bylaws except we added the Vice President position though note required in the Interlocal Agreement or by Maine statute

Section 6.2 Eligibility

- a. Officers shall be elected from among the Board of Directors, including the Executive Director who may be an Officer.
- b. Any two or more offices may be held by the same person, except that no person may simultaneously serve as President and Treasurer.

Commented [DH39]: Based on DBU Bylaws though not required by Title 13 B Sec. 710. Good practice

Section 6.3 Removal

Any Officer may be removed by the Board of Directors whenever in their judgment the best interest of the Corporation will be served by such removal.

Commented [DH40]: Based on DBU Bylaws and Title 13 B

Section 6.4 New Offices and Vacancies

New offices may be created and vacancies filled at any meeting of the Board of Directors. Each Officer shall hold office until such Officer's successor shall have been duly elected.

Section 6.5 President

The President shall have general supervision of the affairs of the Corporation, shall preside at all meetings of the Board of Directors, and generally shall perform the duties usually incident to the office of President of a Maine Nonprofit corporation, and all such powers as might be prescribed to such officer by law or by vote of the Board of Directors.

Commented [DH41]: Based on DBU Bylaws

Section 6.6 Vice President

The Vice President shall have the powers and duties of the President in the absence or unavailability of the President.

Section 6.7 Secretary

The Secretary shall give notice to all Members of the Corporation of the annual meeting of the Members and of all duly called special meetings of the Members and shall give notice to all the Directors of the Corporation of the annual meeting and of all duly called special meetings of the Board of Directors. Notice shall be furnished in the manner provided by these Bylaws. The Secretary shall faithfully and impartially record the actions taken at each meeting of the Members and the Board of Directors or cause such task to be delegated.

Commented [DH42]: Based on DBU Bylaws with the exception of the delegation wording at the end

Section 6.8 Treasurer

- a. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; shall receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and shall deposit all such monies in the name of the Corporation and such banks, trust companies or other depositories as shall be selected and approved by the Board of Directors; and in general shall perform all the duties incident to the office of Treasurer and

such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

Commented [DH43]: Based on DBU Bylaws.

- b. The Treasurer may delegate responsibilities to the Finance Director of a Member of the Corporation, as approved by the Board of Directors.

Commented [DH44]: Added so that one municipality may do the work of the Treasurer as is often the case for our interlocal agreements for transfer stations

Article VII
Committees and Task Forces

Section 7.1 Generally

The Board of Directors may establish such committees and task forces as it may deem necessary or appropriate for the purpose of furthering the objectives of the Corporation.

Commented [DH45]: Based on DBU Bylaws except deleted the suggestion of "honorary members" as we don't know what these would be

Section 7.2 Term of Office. Eligibility

- a. A committee shall generally be a standing group to address ongoing matters relating to a particular area of expertise such as marketing, design/build, financial, governance or others. A task force shall generally be a group focused on addressing a particular project with the intent that the task force is disbanded once the project is completed.
- b. Committee or task force members shall be appointed by the Board of Directors and each committee or task force member shall serve for such period as shall be designated by the Board of Directors.
- c. Committee and task force members may but need not be members of the Board of Directors or Officers of the Corporation.
- d. The Executive Director and /or President may serve as an *ex officio* member of any or all committees and task forces, if not otherwise a voting member of such committee or task force

Commented [DH46]: Based on DBU Bylaws. This should cover the "honorary member reference" as this suggests that the committee or task force membership is open.

Section 7.3 Chair

One member of each committee or task force shall be appointed from among its members to serve as its chair.

Commented [DH47]: Based on DBU Bylaws.

Section 7.4 Quorum

Unless otherwise provided in the resolution of the Board of Directors designating a committee or task force, a majority of the of the whole committee or task force shall constitute a quorum and the act of a majority of the committee or task force members present at a meeting at which a quorum is present shall be the act of the committee or task force.

Commented [DH48]: Based on DBU Bylaws

Section 7.5 Voting

- a. All decisions or recommendations of committees or task forces shall be made by vote, with each member of the committee or task force present having one vote. There shall be no proxy voting.
- b. In the event of a tie vote, the motion shall fail for lack of a majority.

Section 7.6 Meetings by Electronic Means

To the extent permitted by law, members of any committee or task force may participate in meetings by means of conference telephone, computer conferencing or similar communications equipment whereby all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

Commented [DH49]: Title 13 B Sec. 709.3.

Article VIII
Contracts, Checks, Deposits and Funds

Section 8.1 Contracts

The Board of Directors may authorize the Executive Director or any Officer(s) of the Corporation in addition to the Officers so authorized by law or these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Commented [DH50]: Based on DBU Bylaws

Section 8.2 Checks, Drafts, and Other Instruments

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by a resolution of the Board of Directors. In the absence of such determination by the Board of Directors, any such instrument may be signed by the President or Treasurer, acting singly.

Commented [DH51]: Based on DBU Bylaws

Section 8.3 Deposits

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories that the Board of Directors may select.

Commented [DH52]: Based on DBU Bylaws

Section 8.4 Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Commented [DH53]: Based on DBU Bylaws

Article IX Funding

Section 9.1 No Dues, Assessments or Taxes

The Corporation shall have no power or authority to impose or assess upon Members any dues, assessments, or taxes. Pursuant to 30-A M.R.S. §2203(8)(B), the Corporation has no legislative powers, taxing authority or eminent domain power and the Members have no power or authority to delegate any such powers to the Corporation.

Commented [DH54]: Added to confirm no taxes in accordance with the Interlocal Agreement and Articles of Incorporation.

Commented [DH55]: Per William Kelly, counsel for Camden, the municipalities have no authority to delegate such powers to the MIDC and the MIDC has no such powers.

Section 9.2 Exception as Condition of Admission

Nothing in this Article shall prohibit the Board of Directors from requiring that, as a condition to acceptance as a new member of the Interlocal Agreement, such new member assume, deliver to or make available to the Corporation any specific grant, payment or other funding required by the Board of Directors as a condition of membership as set forth in Section 11 of the Interlocal Agreement.

Commented [DH56]: Consistent with the interlocal Agreement and Articles of Incorporation.

Section 9.3 Exception for Voluntary Contributions or Payments

Nothing in this Article shall prohibit any Member from voluntarily contributing or paying funds to the Corporation to further the interests of the Corporation and its purposes.

Section 9.4 Grants, Loans and Revenue Bonds

The Corporation shall have the authority to apply for and receive grants on behalf of one or more of its Members with the consent of such Member; to apply for and obtain municipal or commercial loans, and to issue revenue bonds in the name of the Corporation pursuant to 30-A M.R.S. §2203(9)(B). Nothing in this Section is intended to limit or otherwise prohibit any other form of funding for the Corporation as permitted by law, except as provided in Section 9.1.

Commented [DH57]: This is similar to the situation where an ISP partners with a town to obtain a ConnectME grant. This provision allows the MIDC to do so but does not allow the MIDC to do it without the consent of the Member. ISPs can apply for and obtain such grants without the consent of the municipalities which has been an issue with those municipalities in the past.

Article X Books and Records

Consistent with Maine law, the Corporation shall keep correct and complete books and records of account and shall keep minutes of each meeting of the Members and of the Board of Directors. All books and

records of this Corporation may be inspected by any Member, Officer or Director, or his or her agent or attorney for any proper purpose at any reasonable time.

Commented [DH58]: Based on DBU Bylaws

**Article XI
Fiscal Year and Budget**

Section 11.1 Fiscal Year

The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

Commented [DH59]: Consistent with the Interlocal Agreement and the Articles of Incorporation.

Section 11.2 Budget

By April 1st each year, the Treasurer shall develop and prepare a budget for the upcoming year. The budget shall be provided for informational purposes to the Municipalities. The Budget shall be provided to and voted upon by the Board of Directors.

Commented [DH60]: The budget is provided to the municipalities for input and for informational purposes but is subject to approval only by the corporation's BOD.

**Article XII
Prohibition Against Sharing in Corporate Earnings**

Section 12.1 Prohibition Against Sharing in Corporate Earnings

No part of the net earnings of the Corporation shall inure to the benefit of any Director or Officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in carrying out one or more of its purposes), and no Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

Commented [DH61]: Based on DBU Bylaws and Articles of Incorporation for MIDC

Section 12.2 Distribution of Assets Upon Dissolution

Upon any dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed to the current Members in proportion to their interests in the Corporation as set forth in the Interlocal Agreement between the Members as it may be amended from time to time. No distribution shall be made to any Member if, at the time of such distribution, such Member is not a municipality or county.

Commented [DH62]: Based on DBU Bylaws and Articles of Incorporation for MIDC

**Article XIII
Investments**

The Corporation shall have the right to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, provided that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction, or would result in the loss, or in any manner impair, the tax-exempt status of the Corporation.

Commented [DH63]: Based on DBU Bylaws.

**Article XIV
Seal**

The seal of the Corporation may, but need not, be affixed to any properly executed document, and its absence therefrom shall not impair the validity of the document, or any action taken in pursuance thereof or in reliance thereon. The presence of the corporate seal and a document purporting to be executed by authority of a domestic or foreign corporation shall be prima facie evidence of the document so executed.

Commented [DH64]: Based on DBU Bylaws and Title 13-8 Sec. 107. Corporate seal need not be affixed and failure to do so does not impair the validity of a document.

**Article XV
Amendments to Bylaws**

These Bylaws may be amended by a majority of the Board of Directors present at any regular meeting or at any special meeting, if the written notice for such meeting states that one of the proposed actions is the amendment of these Bylaws.

Commented [DH65]: Based on DBU Bylaws

Article XVI
Indemnification and Insurance

Section 16.1 Indemnification

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, Officer, or employee of the Corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided that no indemnification shall be provided for any person with respect to any matter as to which such person shall have been finally adjudicated in any action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, or conviction adverse to such person, or by settlement or plea of nolo contendere or its equivalent, shall not of itself create a presumption that such person did not act in good faith in the reasonable belief that his/her action was in the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Commented [DH66]: Based on Title 13-B Sec. 714 and partially based on DBU Bylaws and MCSWC Bylaws.

Section 16.2 Insurance

To the extent permitted by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was serving at the request of the Corporation as Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Corporation would have the power to indemnify him/her against such liability under this section.

Commented [DH67]: Based on Title 13-B Sec. 714.6 and DBU Bylaws

Date Adopted: _____

Secretary: _____

Page 3: [1] Commented [DH19] Debra Hall 6/21/2021 2:31:00 PM

The point here is that bringing broadband is a long process and we don't want an ever-changing BOD and the BOD should consist of people who bring skills and technical knowledge to the table, not political appts. Open to discussion if this is too long, however, it needs to be at least 3 years and designating 3 years might tend to fit too neatly into 3 year Select Board terms which would turn this into the political appt. we don't want to have happen.

We should also be concerned about staggered terms so that an entire BOD does not turn over at the same time. That said, it might be that due to the municipalities coming on board that the staggering might occur naturally. However, there are probably going to be 4-5 board members this year alone and that would constitute a lot of turnover. We could provide that after the initial BOD, subsequent BOD members are appointed for alternating 3 and 4 year terms to achieve staggering and then all BOD members are for 5 years beginning with the second round of Governing Body appts.

Page 3: [2] Commented [DH20] Debra Hall 6/21/2021 1:46:00 PM

Maine statute provides for the removal of directors in various ways with or without consent. The suggestion here is that it requires the unanimous consent of the Board of Directors, the same as for admission and removal of Members. Other procedures for court removal of a director are set forth in Maine statute.

MIDCOAST INTERNET DEVELOPMENT CORPORATION INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made as of the _____ day of _____ 2021, by and among the following Municipalities: the Town of Camden and the Town of Rockport (the "Charter Municipalities").

WHEREAS, 30-A M.R.S. § 2201, *et seq.*, permits political subdivisions, including municipalities and counties, to enter into interlocal agreements for mutual advantage;

WHEREAS, 30-A M.R.S. § 2203(9), permits, without limiting the powers, privileges or authority that may be jointly or cooperatively exercised pursuant to Chapter 115, any two or more parties to enter into an agreement to establish a regional municipal utility district to provide or, through public-private partnerships, to support or promote broadband services, internet services, and to issue revenue bonds in support of any of the activities undertaken therein;

WHEREAS, the legislative bodies of the Municipalities have determined that it is in the best interest of each Municipality to participate in an agreement for the feasibility, investigation, financing, development, and sharing of open-access fiber optic networks in the Municipalities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Municipalities agree as follows:

1. Purposes

The purposes of this Agreement are to provide a cooperative arrangement for the Municipalities to establish and participate in some or all of the following: (1) jointly engage and contract with one or more providers selected by the Corporation (as that term is defined below) to conduct a detailed engineering / technical design for a collaborative, open- access, cooperatively-operated fiber optic network in the service area of the Midcoast Internet Development Corporation (as that service area is defined below), (2) jointly establish, construct and maintain a fiber optic network to provide Broadband Services, (3) apply for all licenses and permits required for all services authorized under this Agreement; (4) jointly own any land and facilities necessary for the services, including but not limited to one or more "head-end" facilities and / or offices necessary for the operation of the fiber optic network contemplated under this Agreement; (5) own, construct, manage and maintain broadband facilities and to transfer properties and issue easements required for the facilities to support services authorized under this Agreement; (6) enter into any contracts associated with the design, construction, maintenance, replacement, and / or operation of the open-access fiber optic network or other associated broadband facilities to serve persons within the Municipalities, and (7) jointly incorporate and administer a regional municipal utility district authorized to make provisions for Broadband Services, including establishment of rates, collection of revenues, and undertaking all other actions necessary and appropriate for a regional municipal utility district of this nature consistent with this Agreement and the general law.

2. Definitions

As used in this Agreement, the following words and phrases have the following meanings:

- A. "Members" or "Member Municipalities" shall mean the members of the Midcoast Internet Development Corporation established in § 3 of this Agreement;
- B. "Charter Municipalities" shall mean the Towns of Camden and Rockport;
- C. "Governing Boards" shall mean the municipal officers of the Municipalities as that term is defined in 30-A M.R.S. § 2001(10);
- D. "Parties" or "Municipalities" shall mean the Charter Municipalities and other Participating Municipalities as defined herein;
- E. "Residents" shall mean any legal resident of, or other person actually residing in, any of the Municipalities on either a seasonal or year-round basis;
- F. "Midcoast Internet Development Corporation" or "Corporation" shall be the body described in § 3;
- G. "Open-access fiber optic network" or "network" shall mean an open-access dark fiber network that services the Municipalities;
- H. "Users" shall include but not be limited to residents of the Municipalities as that term is defined herein;
- I. "Budget Year" or "Fiscal Year" shall mean the period July 1st through June 30th of the subsequent calendar year, or such other budget year as may be mutually adopted by the Municipalities;
- J. "Broadband Services" shall include both broadband and internet services within the meaning of 30-A M.R.S. § 2203(9); and
- K. "Participating Municipalities" shall mean those municipalities or counties that adopt this Agreement subsequent to the Charter Municipalities.

3. The Corporation

A. Formation of Corporation. The Charter Municipalities hereto agree to form a non-profit corporation called the Midcoast Internet Development Corporation (the "Corporation"), organized under Title 13-B, M.R.S. §101 *et seq.*, which shall be organized with the Charter Municipalities as the sole Members. The Corporation shall be a regional municipal utility district, pursuant to 30-A M.R.S. § 2203(9), created to support or promote the provision of Broadband Services and to carry out the purposes set forth in Section 1 of this Agreement.

B. Powers of Corporation. The Corporation shall have and exercise all powers necessary or convenient to effect the purposes for which the Corporation is organized, or to further the activities in which the Corporation may lawfully be engaged, including but not limited to those powers enumerated in Title 13-B, M.R.S.A. §101 *et seq.* and Title 30-A M.R.S. § 2203 (9).

C. Board of Directors. The affairs of the Corporation shall be governed by a Board of Directors consisting of at least three (3) Directors, selected in accordance with the Corporation's bylaws. The Board of Directors shall consist of the Executive Director of the Corporation and one Director appointed by the Governing Board of each Municipality.

(1) The Board of Directors shall have all necessary and incidental powers granted to directors of non-capital stock corporations under Title 13-B, M.R.S.A. §101 *et seq.*

(2) The Board of Directors shall hold quarterly meetings at an established location and time; but the Corporation may, at its discretion, meet more frequently.

(3) Quorum and Voting. All decisions of the Board of Directors shall be made by vote, with each member of the Board of Directors present having one vote. There shall be no proxy voting. A quorum shall consist of a majority of members of the Board of Directors. In the event of a tie vote, the motion shall fail for lack of a majority.

D. Executive Committee. The day-to-day operations of the Corporation may be run by an Executive Committee, as determined by the Board of Directors. If one is appointed, the Executive Committee shall consist of the Executive Director, the one Director appointed by each Charter Municipality, and any / or all Officers of the Corporation.

E. Fiscal Year and Budget. Each year, prior to the last meeting of the Board of Directors before the close of the Corporation's Fiscal Year, the Treasurer shall develop and prepare a budget for the upcoming year. The budget shall be provided to the Municipalities and to the Board of Directors at least two weeks in advance of the meeting and shall be voted on by the Board of Directors.

4. Development, Expansion, Ownership

A. Initial Contributions. As of the effective date of this Agreement, the Charter Municipalities have made contributions set forth in Exhibit A. Additional contributions made by the Municipalities shall be kept as part of the official records of the Corporation.

B. Broadband Services Provided. After detailed engineering / technical design is completed, the Corporation may decide to contract to establish or expand the fiber optic network and / or operate or provide Broadband Services to the Municipalities, or to any other non-participating municipality, jurisdictions or locations that request such services.

C. Ownership of Network. The open-access fiber optic network constructed by or through the Corporation shall be owned by the Corporation.

5. Property.

A. Real Property. All real property acquired or developed pursuant to this Agreement shall be owned by the Municipality in which it is located, subject to Lease or License rights provided to the Corporation. Nothing in the foregoing shall prohibit the Municipalities from conveying, by gift or valuable consideration, property to the Corporation. The Corporation is authorized to own and encumber any property contributed to it, directly or indirectly, by the Municipalities or acquired pursuant to the Corporation's bylaws.

B. Improvements. All improvements upon real property that makes up a portion of the open-access fiber optic network shall be owned by the Corporation or the internet services providers, as the case may be, but not the Municipality. Upon withdrawal by a Municipality from the Corporation, the Corporation shall have the option to purchase, at market value, the land upon which improvements have been made.

6. Operation and Costs.

A. The costs of the design work, construction and operation of the open-access fiber optic network shall be paid by the Corporation from: funds provided for the development of the

network; fees or charges assessed on Users of the network; lease payments from internet service providers; or such other funds of the Corporation as approved by the Board of Directors.

B. **Funding.** Pursuant to the provisions of 30-A M.R.S. § 2203(9)(B), the Corporation shall be and hereby is authorized to issue revenue bonds in support of any of the activities undertaken pursuant to this Agreement. The Corporation is also hereby authorized to seek grants, contributions, and loans to fund its operations and capital expenditures, and to acquire, lease, encumber and sell property in furtherance of its purposes. Nothing in this Agreement shall be construed to limit the powers of the Corporation as provided by general law.

7. Assessment and Collection of Fees. The Corporation shall be responsible for the assessment, collection, and payment associated with the open-access fiber optic network (the "Revenue").

8. Distribution of Non-Tax Revenues; Reserves. The Corporation shall determine the amount of Revenue to be retained as reserves to fund future expenditures for maintenance, improvements, and / or expansion of the open-access fiber optic network. Any remaining Revenues not required for these purposes, in the sole determination of the Board of Directors, shall be distributed to Municipalities in proportion to the amount of each Municipality's contributions to the Corporation according to the records maintained by the Corporation.

9. Defaults and Dispute Resolution.

A. **Default and Remedies.** In the event either Municipality fails to pay any grant, payment, or other funds required to be paid on a timely basis, which failure to pay has not been cured within thirty (30) days after the Corporation delivers a written notice of default, the non-defaulting Member(s), at its option, may terminate this Agreement and / or pursue all of its remedies at law to recover damages associated with the Municipality's failure to pay, including recovery of its costs of collection, including reasonable attorneys' fees.

B. **Municipal Resolution of Disputes.** In the event of any dispute between the Parties hereto regarding the performance of either Party under this Agreement or as to the determination of any material rights or obligations or entitlements arising from or related to this Agreement, other than a dispute involving a failure to pay any payments required, the Parties shall refer the matter to their duly authorized Municipal Governing Board for resolution. Should such Governing Board fail to resolve the dispute within thirty (30) days from such referral, the Parties agree that any such dispute will be referred to binding arbitration in Knox County, Maine.

C. **Initiation of Arbitration.** Either Party may give notice in writing to the other of its desire to submit the dispute to arbitration and shall designate an arbitrator on its behalf. Within fifteen (15) days after the receipt of such notice, the other Party shall, in writing, serve upon the Party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the Party notified to appoint the second arbitrator within the required time, the Party invoking such arbitration may proceed with the single arbitrator or opt to designate an arbitrator to serve on behalf of the notified Party. In such event, the two arbitrators shall choose a third arbitrator in accordance with this paragraph.

D. Power and Authority of Arbitrators. No arbitrator, whether chosen by a Party hereto or appointed, shall have the power to amend or add to this Agreement. The arbitrator(s) shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration.

E. Time Periods, Award and Costs. The arbitrator(s) shall fix a time within which the matter shall be submitted to the arbitrator(s) and shall issue a decision within ten (10) days after the final submission of the matter, unless for good reasons to be certified by the arbitrator(s) in writing, the arbitrator(s) shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall constitute the final arbitration decision. Such decision shall be made in writing and delivered to each of the Parties. The arbitrator(s)' award shall determine the manner in which the expense of the arbitration shall be borne, except that each Party shall pay the costs of its own counsel. Each Party shall accept and abide by the decision.

F. Final Award. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing Party in any court with jurisdiction, or application may be made by such Party to any such court for judicial acceptance of such award and an order of enforcement. No dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the decision of the Arbitrator(s).

10. Amendment and Termination

The Board of Directors may propose and shall approve by a majority vote, amendments to this Agreement, which shall also require an affirmative vote by the appropriate municipal authority of the Member Municipalities (e.g., by the municipal officers or, where required, by the legislative body of such member municipality). Additional Municipalities may be admitted pursuant to § 11 below, and shall not be construed as an amendment to this Agreement

11. Admission of New Members

The Charter Municipalities contemplate that additional municipalities may wish to become members. Any Maine municipality, plantation or county is eligible to apply for membership.

A. In order to be accepted, an applying member shall:

(1) Have sought and received the approval of its legislative body to become a member and to be bound by this Interlocal Agreement and the Midcoast Internet Development Corporation by-laws; and

(2) Agree to assume, deliver to or make available to the Corporation any grant, payment, or other funding as required by the Board of Directors for admission to the Corporation.

B. The Board of Directors may, by unanimous vote at a public meeting, accept the application of the applicant municipality outright or condition such acceptance upon fulfillment of one or more of the requirements set forth above.

12. Term of Agreement

A. This Agreement shall continue in force for a period of 20 years from the effective date of this Agreement and shall automatically renew for additional 20-year terms unless a Member Municipality or all Member Municipalities vote to terminate this Agreement with written notice to the Corporation, to be provided at least six (6) months prior to the expiration of the initial 20-year term..

B. If a Municipality votes to terminate this Agreement, the open-access fiber optic network in its geographical jurisdiction shall remain the property of the Corporation. Any "head-end" or other facility located in such Municipality, if not previously conveyed to the Corporation, shall remain available for the Corporation's use pursuant to a lease upon reasonable terms, or the same terms, as existed prior to the termination, unless otherwise agreed by the Board of Directors.

C. Upon notice of termination, the Board of Directors shall take all necessary and proper steps to wind-up the affairs of the Corporation, including without limitation, the disposal of property. Upon any dissolution of the Corporation, or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed to Municipalities in proportion to the amount of each Municipality's contributions to the Corporation according to the records maintained by the Corporation, unless the Municipalities have separately and unanimously agreed to another method of allocation.

13. Withdrawal of Members.

A Municipality may withdraw from this Agreement subject to each of the following conditions:

- A. Withdrawal shall be authorized by the Governing Board of the withdrawing Municipality;
- B. The withdrawing Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the Board's fiscal year; and
- C. At or prior to the time of withdrawing, the withdrawing Municipality shall pay the entire amount of its outstanding obligations incurred pursuant to this Agreement, subject to any terms and conditions of grant or other funding. Contributions made pursuant to § 4 are not recoverable to the withdrawing Municipality.

14. Filing of Agreement. This Agreement shall take effect upon the filing of executed copies of this Agreement with the clerks of the Municipalities and the Secretary of State, which shall be filed after adoption by the appropriate legislative body of said Municipalities.

15. Effective Date. This Agreement shall be effective when fully approved by the Charter Municipalities as required by law and as set forth in this Agreement, provided however, that each Charter Member shall complete such approval no later than August 1, 2021. Notwithstanding the

above, nothing herein shall be read to preclude any municipality or county, other than the Charter Municipalities, from participating in this Agreement at a date subsequent to August 1, 2021.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the named Municipalities by their duly authorized representatives. Attested copies of the resolutions of the legislative body of each Charter Municipality authorizing it to join in this Agreement is attached hereto as Exhibit B. Additional Municipalities admitted as Member Municipalities shall execute attested copies of the resolutions of their legislative body consistent with the format of Exhibit C, which resolutions shall be kept as part of the official records of the Corporation.

TOWN OF CAMDEN

_____ **Date:** _____
Select Board Chair

TOWN OF ROCKPORT

_____ **Date:** _____
Select Board Chair

EXHIBIT A

The Charter Municipalities have contributed the following funds as of the date of this Agreement:

Camden
\$35,000 = 50%

Rockport
\$35,000 =50%

EXHIBIT B

AUTHORITY OF TOWN OF XXX TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE BOARD OF SELECTMEN OF THE TOWN OF XXX, MAINE (the "Municipality") that:

WHEREAS, the XXX Town Meeting has determined that it is in the best interest of the Town of XXX to create the Midcoast Internet Development Corporation in order to design, construct and operate an open-access fiber optic network in the Municipality;

WHEREAS, there is a need in the Municipality for open-access fiber optic networks;

WHEREAS, the Municipalities of Camden and Rockport desire to enter into an interlocal agreement pursuant to 30-A M.R.S. § 2201, *et seq.*, for the purpose of establishing and operating an open-access fiber optic networks in the Municipalities.

NOW THEREFORE BE IT RESOLVED:

1. That the Town of XXX shall enter into the Midcoast Internet Development Corporation Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit 1, and further, that the Chairman of the Select Board shall be and is hereby authorized to execute said Agreement on behalf of the Town.
2. That the Town of XXX authorizes the Corporation formed pursuant to the Agreement to issue its revenue bonds in accordance with Title 30-A, section 2203(9) of the Maine Revised Statutes, and to acquire, lease and sell property in furtherance of its purposes.

ADOPTED this ___ day of _____, 2021.

A true copy, Attest:

Town Clerk
Town of XXX

[Authorized signature]

EXHIBIT C

AUTHORITY OF [NAME OF TOWN, CITY OR COUNTY] TO ENTER INTO AGREEMENT

BE IT RESOLVED BY THE [BOARD OF SELECTMEN OR OTHER GOVERNING BODY] OF THE [Name of Town, City or County] (the "Municipality") that:

WHEREAS, the [Name of Town, City or County] [Town Meeting or City Council] has determined that it is in the best interest of the [Name of Town, City or County] to join the Midcoast Internet Development Corporation in order to design, construct and operate an open-access fiber optic network in the Municipality;

WHEREAS, there is a need in the Municipality for open-access fiber optic networks;

WHEREAS, the Municipalities of Camden and Rockport have entered into an interlocal agreement pursuant to 30-A M.R.S. § 2201, *et seq.*, for the purpose of establishing and operating an open-access fiber optic networks in the Municipalities; and

WHEREAS, the Board of Directors of the Midcoast Internet Development Corporation [has approved or indicated that it will approve] the entry of [Name of Town, City or County] into the Midcoast Internet Development Corporation Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED:

1. That the [Name of Town, City or County] shall enter into the Midcoast Internet Development Corporation Interlocal Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit I, and further, that the [Chairman of the Select Board or other authorized Municipal Official] shall be and is hereby authorized to execute said Agreement on behalf of the {Town, City of County}.
2. That the [Name of Town, City or County] authorizes the Corporation formed pursuant to the Agreement to issue its revenue bonds in accordance with Title 30-A, section 2203(9) of the Maine Revised Statutes, and to acquire, lease and sell property in furtherance of its purposes.

ADOPTED this ___ day of _____, 20__.

A true copy, Attest:

Town Clerk
[Name of Town, City or County]

[Authorized signature]

Town of Thomaston

The following people have volunteered or been selected to be on the STAKEHOLDERS GROUP to work with the consultants in the development of the Master Plan for the Parks & Trails:

Allen, Brandon	Public Works Director
Barthelette, Janey	Citizen
Bonner, Matt	GRLT Trails Manager
Crossman, Chris	Friends of Thomaston Green
Desmond, Erin	Citizen
Deyoung, Neal	Business owner
Dorr, Rene	Recreation Director
Eaton, Jon	Comprehensive Plan
Fancy, John	Pollution Control
Gamage, Ron	Budget Committee
George, Kara	Town Manager
Griffin, Ben	Economic Development
Howard, Sue	Citizen
McCrea, Peter	Harbor Committee
Moore, Sandy	Selectboard
Sargent, Marian	Conservation Commission
Stone, Valerie	Citizen

All members of the STAKEHOLDERS GROUP shall have equal participation in discussions and approvals. The STAKEHOLDERS GROUP shall be dissolved when the MASTER PLAN is approved by the voters of Thomaston unless directed otherwise by the Selectboard.

The STAKEHOLDERS GROUP shall meet at the direction of the Consultants and 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.

Memo

To: Selectboard & Town Manager
From: John Fancy
Date: June 23, 2021
Re: Mill River Crossing

An impediment to extending the hiking/biking trails toward Rockland and South Thomaston is getting across Mill River. The only current crossing, except the railroad bridge, is walking on the edge of Route 1 and with the current traffic this is not safe.

A multiuse pathway to connect the village with the east end of town fits the criteria of the MaineDOT BikePed Program and Sandy Moore, Jon Eaton and I have been in communication with them and have received a positive response on the possibility of MaineDOT funding for such a project. This would be a 10-foot-wide sidewalk starting at Fish Street and running along Route 1 to old High Street and up High Street to in front of Montpelier. This project would tie into the Master Plan for Parks & Trails.

The estimated cost is \$250,000 and MaineDOT will pay 80% or \$200,000. The Town share would be \$50,000. If approved the grant would fund the design in 2022 and construction in 2023. An application for funding must be submitted by mid-July.

It is recommended that the Selectboard move the project ahead by: **Move to authorize the Town Manager to sign the application to MaineDOT for a sidewalk across Mill River.**

Memo

To: Selectboard & Town Manager
From: John Fancy
Date: June 24, 2021
Re: NEW ROAD

To be considered for any infrastructure funding that may be available from MaineDOT that provides for local highway construction there must be at least a preliminary study that explains the project, its needs and importance, gives the costs involved and outlines how it would be accomplished.

The idea of an East-West highway, north of the village, running from Old County Road to Route 1 near the Warren bridge (see attached map for possible routing) has been discussed for a long time. It is recommended in the recent Comprehensive Plan and would open up the TR3 area that is designated for future growth.

A year ago a proposal from Dirigo Engineering to do the study was reviewed and the idea of having items 1.1 through 1.4 done first was considered at a cost of \$15,000 (see email dated 4/13/2020). At that time a source of funding even for a study was uncertain. Currently, funds for a project like this appear to be soon available from the federal level through the MaineDOT.

If the Selectboard would like to have the East-West Road considered for funding it is recommended that the Selectboard: **Move to authorize the Town Manager to contract with Dirigo Engineering for a feasibility study at a cost not to exceed \$20,000.**



Imagery ©2020 CNES / Airbus, Maine GeoLibrary, Maxar Technologies, USDA Farm Service Agency, Map data ©2020 1000 ft

DIRIGO ENGINEERING

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

April 9, 2020

Mr. John Fancy, Pollution Control Superintendent
Town of Thomaston
PO Box 299
13 Valley Street
Thomaston, ME 04861

RE: ENGINEERING SERVICES PROPOSAL:
Feasibility Study for North Road Development

Dear Mr. Fancy:

It is our understanding that the Town of Thomaston is interested in evaluating the feasibility of developing an east-west road located to the north of the village area. The road should connect with US Route 1 on the west side of Thomaston in the vicinity of the Toll Bridge Road and extend to Old County Road toward Dexter Street.

This study will help the Town determine if this project is feasible, and if so, what steps are needed to make it a reality. Dirigo proposes to complete the Scope of Services outlined below.

Scope of Services

Task 1.1 – Gather Environmental Information

Dirigo will coordinate with Federal, State, Local and Tribal organizations to review the site for potential environmental impacts. The Organizations that will be contacted may include the following:

- US Fish & Wildlife
- Maine Dept. of Inland Fisheries & Wildlife
- Maine Natural Areas Program
- Maine Historic Preservation Commission
- The 5 Tribes of Maine
- Department of Marine Resources

In addition, we will gather existing environmental maps such as soils maps, hydric soils maps, wetland maps, etc. This information will help identify any environmental constraints, areas that may need to be avoided, potential mitigation measures, and the permits that will be needed to construct the project.

Task 1.2 – Property Ownership

Dirigo will work with Town Officials to identify and inventory all potentially affected properties along the potential route.

Task 1.3 – Existing Conditions Plan and Potential Routes

Dirigo will develop an existing conditions base plan using LiDAR contour data obtained from available sources. This existing condition plan will include all known environmentally sensitive areas, existing property lines based on tax maps, existing roads, etc. We will then work with the Town to identify practical routes that minimize impacts to known environmentally sensitive areas, and utilizes areas of potentially favorable land acquisition. We will then perform a preliminary evaluation of these routes for the North Road. This preliminary evaluation will be based on the information gathered in Tasks 1.1 and 1.2 and the factors listed below:

- Cost
- Impact on property owners
- Environmental constraints
- Traffic flow
- Topography

Task 1.4 – Select Route

After evaluating the practical routes, we will prepare a memo and preliminary plan detailing the benefits and drawbacks of the evaluated routes. We will provide our recommendation for the most feasible route. We will then meet with stakeholders to discuss the merits of each route. We expect that following this meeting the Town will select the preferred route for further evaluation and refinement.

Task 1.5 – Conceptual Plans/Geometric Analysis

After the route is agreed on, using the LiDAR topographic data (supplemented with on-site survey at intersections as needed), we will generate preliminary vertical and horizontal profiles along the selected route. These profiles will be used to:

- Identify/minimize cuts and fills
- Identify areas where drainage easements are needed
- Design preliminary horizontal and vertical curves based on the selected design speed limit
- Identify areas where slope easements are needed
- Determine intersection requirements.

Dirigo will also perform a site reconnaissance along the proposed route to visually identify wetlands, vernal pools, and other natural resources. We assume that the Town of Thomaston will obtain permission from landowners for our personnel to do this work.

Task 1.6 – Permit Analysis

We will identify the environmental permits, and any other permits, needed for the selected route. Once the needed permits are identified, we will meet with regulatory agencies to determine the information needed for the permits.

Based on our current understanding we anticipate the Town may need the following permits ~~at a~~
~~minimum:~~

- Natural Resources Protection Act Permitting (the level will depend on impacts to natural resources)
- US Army Corps of Engineers General Permit
- Stormwater Permit

We will work with the Town to understand the triggers of these permits and if there may be ways to reduce impacts, or phase the work to potentially reduce permitting. Permit preparation and submission is NOT included in our scope of services at this time.

Task 1.7 – Cost Opinion

Dirigo will prepare an opinion of probable cost for the selected option. The cost estimates will include:

- Design Costs
- Permitting Costs
- Land Acquisition Costs (general cost estimate only based on average cost per acre)
- Legal Fees (basic estimate assuming a set value for each property needing to be acquired)
- Construction Costs
- Testing and Inspection Costs

For land acquisition and legal costs Dirigo can provide basic estimates only. For a more accurate valuation of land costs the Town should consult with a specialized right-of-way real-estate consultant. Dirigo can assist the Town in contacting qualified consultants for this purpose.

Task 1.8 – Report

At the conclusion of the work tasks identified above, and any additional work that may be added, Dirigo will prepare a Preliminary Engineering Report summarizing the feasibility study and our findings. Specific items the Report will include are as follows:

- Description the proposed route with maps and concept plans
- Description of routes investigated
- List of permits needed.
- Detailed preliminary cost opinions including engineering, permitting, and construction of the North Road
- Project schedule noting prioritized work tasks

Engineering Fees

We will perform services for the completion of this Feasibility Study on a Time Charge basis in accordance with the attached General Provisions. Linear projects such as this can vary greatly in the amount of effort needed. This variability can be due to the quantity and value of environmentally sensitive areas, property considerations, topography, varying opinions of the Owners team, etc. We estimate this study could cost between \$25,000 and \$50,000. However, we will work closely with the Town throughout and provide monthly updates on the status, current findings, and our costs. We are willing to be flexible with our scope to help the Town realize its goals within its budget. Dirigo's fees will not exceed \$50,000 without prior written authorization from the Town.

Schedule

Dirigo will begin work on this project upon written authorization to proceed. We anticipate completing the work within 4-6 months.

Services not included

The services to be provided by Dirigo Engineering are described in their entirety in the Scope of Services. Services not specifically listed will not be provided by Dirigo Engineering without an amendment to this Agreement. These excluded services include property boundary survey, property valuation, property acquisition, permitting, and design.

Town Responsibilities

Determining if the North Road project is feasible is ultimately the Town's decision. Our goal is to help you understand the project needs, its costs, needed permits, the schedule, etc. Our proposal does not include an evaluation of community impacts such as those to the local school district, transportation, and other essential services.

Agreement and Authorization to Proceed

If you agree with this proposal, please countersign it in the space provided and return a signed copy as your agreement for Dirigo Engineering to begin work on this project. Our Agreement includes this letter and the attached General Provisions. If you have any questions, please do not hesitate to contact us. We would be more than happy to discuss this proposal and the rationale behind it, and to adjust it as appropriate to help you achieve your goals.

Sincerely,
Dirigo Engineering



Timothy D. Sawtelle, P.E.
President

Accepted by:
Town of Thomaston

By: _____

Title: _____

Date: _____

Enclosure

North Road



From <tsawtelle@dirigoengineering.com>
To John Fancy at TPCD <thompcd@midcoast.com>
Cc Jim Lord <jlord@dirigoengineering.com>
Date 2020-04-13 17:21

John,

Our estimate to complete just items 1.1 through 1.4 is \$15,000. We estimate that we could complete these items in 6 to 8 weeks.

Completion of these 4 items would provide a basic preliminary desktop evaluation of the environmental data, topography conditions, property ownership and preliminary route selection.

Tim Sawtelle

DIRIGO ENGINEERING

2 Dirigo Drive Fairfield ME 04937

207-453-2401

tsawtelle@dirigoengineering.com

Thomaston Police Department

UAV Policy Draft

POLICY REGARDING USE OF UNMANNED AERIAL VEHICLES (UAV & sUAS)

EFFECTIVE DATE:

EXPIRATION DATE:

RECENT HISTORY:

DISTRIBUTION:

SIGNATURE OF CHIEF OF POLICE:



I. PURPOSE

1. The purpose is to establish the policy of the Thomaston Police Department regarding the use of Unmanned Aerial Vehicles ("sUAS" and "UAV") by the agency.

II. POLICY

1. The policy of the Thomaston Police Department is:

A. To utilize UAVs for the limited purposes of criminal investigation, scene documentation, and other public safety applications;

B. To permit the deployment of UAVs for emergency use, when approved by the Governor or the Chief of Police;

C. To deploy UAVs for training, testing, and product-evaluation purposes.

III. DEFINITIONS

1. For the purposes of this Policy, the terms included in this section are defined as follows, unless otherwise indicated in the order.

A. Chief of Police. "Chief of Police or Chief" means the Chief of the Thomaston Police Department, his/her designee.

B. FAA. "FAA" means the Federal Aviation Administration.

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UAV Policy Draft

C. Remote Pilot. "Remote Pilot" means a member of the Thomaston Police Department certified to operate a UAV.

1. Prior to operating a UAV, a Remote Pilot must hold a current FAA certificate that evidences that the pilot meets the minimum standards required for the operation of a UAV.

D. Small Unmanned Aircraft System ("sUAS"). Small Unmanned Aircraft System ("Small UAS") means a small unmanned aircraft and its associated elements (including communication links and the components that control the small unmanned aircraft) that are required for the safe and efficient operation of the vehicle in the national airspace system.

E. Unmanned Aerial Vehicle ("UAV"). "Unmanned Aerial Vehicle ("UAV")" means a remotely-controlled/-guided aircraft operated without a physical human presence within or on the aircraft and which, in the manner in which it is used or the manner in which it is equipped, is capable of performing audio, visual, or other types of comprehensible surveillance.

1. An sUAS is a type of UAV.

F. TPD. "TPD" means the Thomaston Police Department.

IV. PROCEDURE

1. USE OF UAVs BY REMOTE PILOTS

A. A Thomaston Police Officer - Remote Pilot may use a UAV for criminal investigations and public safety purposes (such as, e.g., crash investigations), provided that the requirements below are followed:

1. Prior to the deployment of a UAV, a Remote Pilot must be adequately trained in its use and operation and must be knowledgeable of the standards set forth in this policy. See 25 M.R.S. § 4501(5)(A).

2. The Remote Pilot must hold a current FAA certificate that evidences that the pilot meets the minimum standards required for the operation of a UAV.

3. Any operation of a UAV must fully comply with all FAA requirements and guidelines, including the acquisition of a Certificate of Authorization or Waiver from the FAA, as well as with any other applicable law, including, but not limited to, 25 M.R.S. sec. 4501, Regulation of unmanned aerial vehicles.

B. Prior to deploying a UAV for criminal investigation purposes, a Remote Pilot shall consult with and seek guidance from the authority having prosecutorial jurisdiction over the investigation, as a search warrant may be required. See 25 M.R.S. § 4501(5)(C).

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1. This does not apply to UAV deployments for:

a. Purposes other than the investigation of crime, including, but not limited to, aerial photography for the assessment and documentation of crashes and other scenes, forest fires and other fire scenes, flood stages, and storm damage;

b. Search and rescue operations, when the Thomaston Police Department determines that use of a UAV is necessary to alleviate an immediate danger to any person, or for training exercises related to such uses.

C. A Remote Pilot that deploys a UAV shall document each such deployment on appropriate agency report forms. See 25 M.R.S. § 4501(5)(J).

1. When UAV deployment is for the purposes of photographing or recording a crash scene, the UAV deployment report must be submitted to the UAV Supervisor within thirty (30) days after the deployment.

2. A UAV control number must be requested through the UAV Supervisor immediately after deployment of the UAV.

3. At a minimum, the documentation of UAV use must account for the following information so that statistical data may be reported when requested by the Governor, Sheriff, or the Legislature:

a. The date of the UAV deployment;

b. The name of the UAV operator;

c. The purpose of the UAV deployment;

d. The results of the UAV deployment;

e. The duration of the UAV deployment;

f. The flight path of the UAV;

g. Maintenance/ Inspection Schedule and Records of UAV's, and

h. Any other information the Chief of Police deems necessary to document.

D. A Remote Pilot that deploys a UAV must have the capability to adequately track and record the flight pattern and location of the UAV at all times. See 25 M.R.S. § 4501(5)(I).

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UAV Policy Draft

E. A Remote Pilot may not deploy more than one UAV at any one time, in any one area, or at any one event without first coordinating and defining the parameters of the area where each deployed UAV will be operated. See 25 M.R.S. § 4501(5)(H).

2. UNAUTHORIZED USE OF UAVs

A. A Thomaston Police Officer that intentionally uses a UAV without proper authorization or in deviation of the standards set forth in this policy shall be subject to disciplinary action, up to and including termination.

B. A violation of any of the minimum policy standards for UAV use that have been established by the Maine Criminal Justice Academy Board of Trustees may constitute grounds for the Board to take disciplinary action against a law enforcement officer's certificate of eligibility pursuant to 25 M.R.S. § 2806-A(5)(J) or to seek a civil penalty against the officer or the Thomas Police Department pursuant to 25 M.R.S. § 2803-C. See 25 M.R.S. § 4501(5)(L).

3. RESTRICTIONS ON THE USE OF UAVs

A. Only UAVs authorized by the Chief of Police may be deployed by qualified agency personnel (as set forth in this policy) for TPD operations. See 25 M.R.S. § 4501(5)(B).

B. Only Remote Pilots authorized by the Chief of Police may deploy a UAV for TPD operations.

C. Prior to their deployment, all TPD UAVs must be registered with the agency.

D. Written approval by the Chief of Police must be obtained prior to the procurement of a UAV equipped or to be equipped with any of the following items:

1. Night-vision technology;
2. High-powered zoom lenses;
3. Video analytics;
4. High-powered acoustical listening devices;
5. Thermal imaging technology;
6. Facial-recognition technology;
7. Any sense-enhancement technology such as those specified in paragraphs 1 thru 6.

See 25 M.R.S. § 4501(5)(D).

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- E. Under NO circumstances shall a UAV ever be equipped with weapons of any kind.
- F. UAVs must be operated by a Remote Pilot at an altitude, a speed, and with a planned flight pattern that will minimize the potential privacy intrusion of third parties who are not under investigation.
1. To minimize the potential privacy intrusion of third parties who are not under investigation, any recording, photography, or sense-enhancement technology such as that described in subsection D, above, must be deactivated/off when in reasonable proximity to such parties and their property. See 25 M.R.S. §4501(5)(E).
 - a. Such recording, photography, and sense-enhancement technology only may be used to support the purpose for which a UAV has been authorized for deployment.
 2. When operating a UAV over locations that are not relevant to the purpose(s) of the UAV deployment, the UAV shall be flown as follows:
 - a. At a minimum altitude of two hundred (200) feet above ground level
UNLESS otherwise restricted by the FAA regulated airspace, and
 - b. At a minimum horizontal speed of five (5) miles per hour
UNLESS operating the UAV in accordance with those altitude and speed descriptions (at "a" and "b" above) would jeopardize the objective of the UAV deployment.
 3. A UAV shall not be deployed to conduct surveillance on private citizens peacefully exercising their First Amendment constitutional rights of free speech and assembly.

4. AUDIO AND VIDEO RECORDINGS AND REMOTE PILOT RECORDS

- A. An inadvertent audio or video recording, photograph, or other such documentation of or relating to a private third party that results from the use of a UAV shall not be duplicated or disseminated by the Thomaston Police Department, and must be permanently and irretrievably erased or destroyed within a reasonable amount of time after its creation pursuant to the applicable record retention schedule.
- B. Prior to their duplication and further dissemination, any audio or video recordings, photographs, or any other such documentation resulting from the deployment of a UAV must be reviewed to determine whether such further dissemination may occur.

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1. Such review must specifically include an assessment of whether the documentation includes or itself constitutes "intelligence and investigative record information" under applicable Maine law (see 16 M.R.S. c. 9), and, if so, whether, if at all, the documentation may be further disseminated pursuant to that law, as well as the Thomaston Police Department's Policy Regarding Public Access to TPD Records.

5. UAV-RELATED RESPONSIBILITIES OF THE UAV SUPERVISOR

A. The UAV Supervisor shall be a sworn member of the Thomaston Police Department, be a FAA Part 107 Certified Remote Pilot and shall:

1. Maintain a list of Thomaston Police Officer - Remote Pilots;
2. Maintain a list of the make/model of each TPD UAV;
3. Be the representative of TPD for any waiver and/or airspace authorization obtained through the FAA; and
4. Have ongoing knowledge of the operations of the UAV under any waiver/airspace authorization.
5. Conduct and maintain records of monthly or needed inspections/maintenance of TPD UAV's.
6. Conduct monthly training of Remote Pilots and maintain FAA certifications as required.

6. AVOIDING HAZARDS

A. A UAV deployed in an area in close proximity to persons, objects, or to private property must be equipped with the capability to safely stabilize the flight in the event that the operator cannot control or observe the UAV.

B. A Remote Pilot deploying a UAV at an altitude that might reasonably be expected to cause the UAV to encounter, and possibly harm, persons or objects must keep the UAV within view at all times in order to minimize the risk of such encounters.

C. Prior to deploying a UAV, a remote pilot must perform a pre-flight inspection in accordance with the UAV manufacturer's recommendations and FAA guidelines.

1. This must include ensuring that no part of the UAV is loose or missing and batteries are charged and in working condition.

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UAV Policy *Draft*

- a. Any safety-related issues must be reported immediately to the UAV Supervisor

7. REPORTS OF INJURY OR PROPERTY LOSS RESULTING FROM UAV USE

- A. Any operation of a UAV that results in serious injury, loss of consciousness, or property damage (to property other than the agency) of at least five hundred dollars (\$500) must be reported within ten (10) days to the FAA.
- B. Any operation that results in any injury or property damage (other than to the UAV) must be reported immediately to the UAV Supervisor or OD in accordance to the policy on Investigating and Reporting TPD Motor Vehicle Crashes.
- C. Any operation that results in damage to the UAV and any injury or property damage must be reported as soon as practicable to the designated Crash Reconstruction Specialist.
- D. A written report of the injury/damage by the designated Crash Reconstructionist will be submitted to the Chief of Police and UAV Supervisor within in 5 days of the incident.

8. UAV END-OF-LIFE

- A. A UAV that has had the airspace restrictions unlocked must be destroyed when it has reached its end-of-life or is otherwise no longer being used.
 1. Neither the hardware nor software that would enable another UAV to bypass airspace restrictions shall be transferred from a UAV that is to be destroyed.

MUNICIPAL QUIT CLAIM DEED

THE INHABITANTS OF THE TOWN OF THOMASTON, a body corporate, located at Thomaston, Maine, for consideration paid, release to **ACM PRIME ALAMOSA REO LLC**, all the right, title and interest that the Town of Thomaston may have in the property situated at 62 Green Street, Thomaston, County of Knox and State of Maine (formerly known as Tax Map 25 Lot 42, now known as Map 102 Lot 105) and formerly owned by Eugene E. Colson and Lista J. Colson.

The purpose of this deed is to release whatever interest the Municipality of Thomaston may have in the above described property by virtue of a Tax Collector's Lien Certificate against Eugene and Lista Colson recorded in the Knox County Registry of Deeds on December 11, 1987 and recorded in Book 1232, Page 081.

The said Inhabitants of the Town of Thomaston have caused this instrument to be signed in its corporate name by its Selectmen, duly authorized, this _____ day of _____, 2021.

Witness

Selectman

Witness

Selectman

Witness

Selectman

STATE OF MAINE
COUNTY OF KNOX

_____, 2021

Then personally appeared the above named _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Town of Thomaston.

Before me,

Notary Public/Attorney at Law

(To be recorded in Registry of Deeds)

11-857

BK 1292 PG 081

STATE OF MAINE

TAX COLLECTOR'S LIEN CERTIFICATE

35 M.R.S.A. §§ 942, 943

I hereby certify that a tax of \$ 709 30 (Seven hundred and nine Dollars and thirty Cents) assessed to the real estate described below and committed to me as Tax Collector for the Municipality of Thomaston for collection on October 30, 1986, together with interest of \$ 31 92 (Thirty one Dollars and ninety two Cents) (which has been added to and become a part of said tax), less the payment of \$ 229 30 for the net sum of \$ 480 00, remains unpaid. The tax was assessed to real estate described as follows:

Property described on the Tax Maps of the Town of Thomaston as Map 25, Lot 42, on file at the Thomaston Town Office.

and was assessed against Eugene & Lisa Colson, as owner or occupant thereof.

A LIEN IS HEREBY CLAIMED on the above-described real estate to secure payment of the tax. A demand for payment of said tax has been legally made of Eugene & Lisa Colson, as owner, in accordance with the provisions of 35 M.R.S.A. § 942.

Table with columns for Fee Type and Amount. Includes Tax (\$480.00), Interest (\$8.93), Collector's filing (\$1.00), Municipal (\$5.00), Lien cert. mailing (\$1.67), Recording/Discharge (\$10.00), and TOTAL (\$510.60).

Signature of William H. Judson, Tax Collector. Municipality of Thomaston, County of Knox.

State of Maine, Knox ss. William H. Judson, Tax Collector of said Municipality, and acknowledged the foregoing instrument to be his/her free act and deed in said capacity, December 9, 1987.

Signature of Dora V. Williams, Notary Public. (Print name) Dora V. Williams

State of Maine, Knox ss: Registry of Deeds Received December 11, 1987 at 9 H 30 M A. M. and recorded in Book 1230 Page 61. Attest: [Signature] Register.

* Omit out the information which do not apply. ** If the Municipality did not vote interest, omit the out line between depts. 35 M.R.S.A. § 942. NOTE: For Tax Lien Procedure Fee Schedule, see Form Two Lien Form 7.2B.

Form Two Lien No. 7.2B-S (March Printing, Harris, Portland, Me.)

Town of Thomaston, Maine



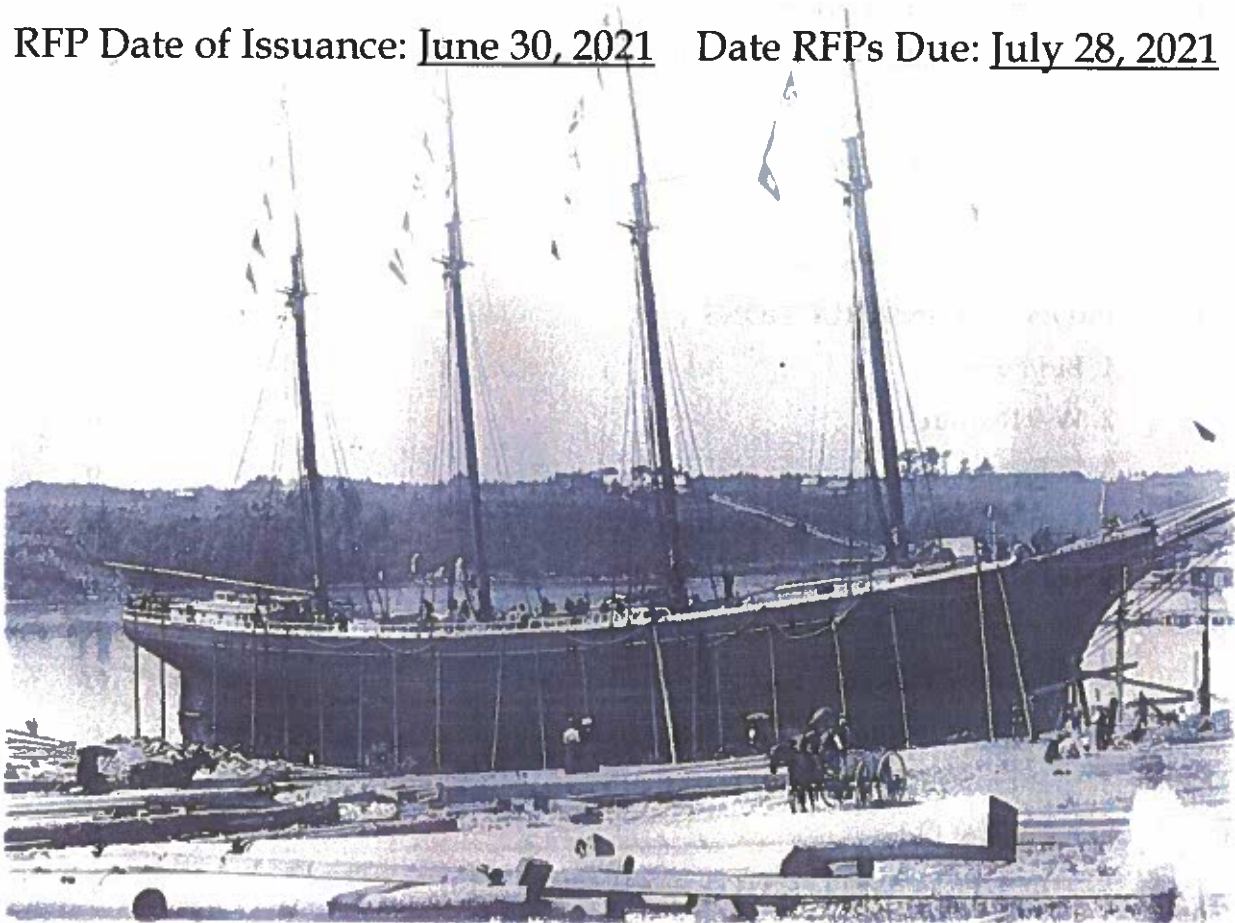
Request for Proposals

Investment Management Services

Cemetery, Public Library, Book Fund, and Charitable Funds



RFP Date of Issuance: June 30, 2021 Date RFPs Due: July 28, 2021



"The Town that went to Sea"

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A. REQUEST FOR PROPOSALS

The Town of Thomaston, Maine is requesting proposals for the management and investment of its Cemetery, Public Library, Book Fund, and Charitable Funds, which currently amounts to more than \$3,495,000. As a municipal division of the State of Maine, Thomaston is a tax-exempt governmental entity. The investment funds are currently invested pursuant to the town's financial investment policy. The Select Board, on behalf of the town, is seeking bids to explore the possibility of decreasing bank fees while increasing the earnings of the funds invested, pursuant to town policy.

1. Sealed Proposals Required

Proposals must address all the items listed in this request for proposal. Proposals must be submitted in a sealed envelope marked "**PROPOSAL FOR INVESTMENT SERVICES**" no later than 4:00 PM on July 21, 2021 at the Town Office, 13 Valley Street, Thomaston, Maine 04861 at which time proposals will be opened and available for public inspection.

Proposals can be mailed but must be appropriately marked as stated. The address in which to mail proposals is as follows:

Kara George, Town Manager
Town of Thomaston
13 Valley Street
Thomaston, ME 04861

Please include one original, six copies, and one electronic copy of the proposal. Questions or requests for clarification may be directed to Jodell Benson, Finance Director, at (207) 354-6107, or email at jbenson@thomastonmaine.gov.

Any exceptions to the specifications of this request for proposal must be clearly stated in writing in the proposal.

2. Late Proposals/Bids

Proposals received after the stated deadline will not be accepted. Faxed bids, e-mailed bids, or bids not submitted in a sealed envelope will not be accepted. Bids postmarked no later than one day prior to the due date but delivered on the same day of the bid opening, even if the bid opening has occurred, shall be considered timely.

B. INVESTMENT REQUIREMENTS

The Town's investment requirements, objectives, and guidelines are outlined in the attached Town of Thomaston Investment Policy.

C. REPORTING

1. Accounting and reporting on the Town's investment portfolio shall conform to Generally Accepted Accounting Principles (GAAP) and the Government Accounting Standards Boards (GASB) recommended practices.
2. The successful bidder shall provide reports via e-mail of the investment accounts on a monthly and quarterly basis and shall meet at least on an annual basis with the Town Manager and the Finance Director, or as often as the Town deems necessary. The report shall include, at a minimum, the beginning and ending balances of the accounts for the month reported, fees assessed on the account, interest earned by the account, and the net gain or loss of the account. The account shall be managed as one investment account; however, the reporting must include the separation of the accounts for the Cemetery, Public Library, Book Fund, and Charitable Funds. The reports must accurately reflect the current market valuation of the investments and performance results. The report will include a summary of investment earnings during the period and any realized and unrealized gains or losses.

D. STATUTORY COMPLIANCE

Nothing in the Town's Investment Policy shall be read to contravene the Maine Revised Statutes Title 30-A Sections 5706 through 5719 (the "Act").

E. DELEGATION OF AUTHORITY

1. Under the Maine Revised Statutes Title 30-A Sections 5706 through 5719, responsibility for the investment of the Town's funds covered by this Investment Policy resides with the Treasurer. The Select Board is responsible for developing Town policy regarding the investment and custody of the Town's funds to include Cemetery, Public Library, Book Fund, and Charitable Funds. The Treasurer shall implement this Policy after it is approved by the Select Board.
2. The Treasurer has the authority to execute investment transactions, or delegate to the Investment Manager(s) as recommended and approved by the Select Board. The Town Manager (acting as Treasurer) may delegate authority to other specifically authorized staff members, namely the Finance Director. No person may engage in an investment transaction except as expressly provided under the terms of the Town of Thomaston Investment Policy.
3. The Town may engage the services of outside professionals in regard to its investment program, as referenced in Title 30-A Section 5706(4).

F. DURATION OF AGREEMENT

The successful bidder shall be awarded the right to manage and invest the Town's funds for a period of no less than three years, but no more than five years, unless a mutually agreeable fee arrangement can be made at which point the agreement may be extended annually. If in the event the Investment Manager does not handle the Town's funds in a prudent manner, does not comply with the Town's desires, or if the funds are mismanaged in any way, the Town shall give no less than five (5) business days' notice of the Town's intent to withdraw funds, except under dire circumstances funds may be withdrawn immediately.

G. CHANGES TO REQUEST FOR PROPOSALS

The proposal shall be based upon the Request for Proposals. Any changes by the proposer to the bid specifications but deemed worthy of consideration by proposer may be introduced by a separate letter or attached to the proposal, which shall state the differences with the Request for Proposals and the reason(s) for the suggested substitution. The proposer shall understand that the attached letter describing the proposal change may not be used in determining winning proposal. Any questions about the Request for Proposals should be directed to Jodell Benson, Finance Director, at (207) 354-6107, or e-mail jbenson@thomastonmaine.gov.

H. TRANSFER OF FUNDS

The Town and the successful Investment Manager shall work together with its current Investment Manager for a smooth transition of funds from one Investment Manager to another, in the best interest of the Town.

I. TOWNS TERMS AND CONDITIONS

Each proposer will be presumed to have read and be thoroughly familiar with the Request for Proposals. The failure or omission of any proposer to receive or examine any form, instrument, or document shall in no way relieve any proposer from all obligations in respect to their proposal.

1. Exceptions to Proposal

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

The proposer shall, on a separate sheet of paper, include any exceptions to the conditions of the proposal. The sheet shall be labeled "Exceptions to Proposal Provisions" and shall be attached to the proposal. If no exceptions are stated, it will be understood that all conditions will be complied with, without exception.

2. Rejection of Proposals

The Town reserves to the right to reject any and all proposals, for any reason whatsoever, if in the Town's sole judgement, accepting such proposal would not be in the best interest of the Town. The Town reserves the right to negotiate with the successful bidder in order to best serve the Town's needs in respect to both evaluation and cost effectiveness.

3. Submittal

All proposals must be in the format required in this Request for Proposal. Failure to comply may be reason to declare the proposals non-responsive.

4. Non-Return of Proposal

The Town advises that all accepted proposals submitted under this RFP shall become the property of the Town of Thomaston and will not be returned. All proposals are considered to be a public document and subject to public inspection.

J. PROPOSAL INSTRUCTIONS

1. Bid Form

Each bidder is required to use the attached "Official Bid" form when submitting a proposal. Attachments that include additional information are also acceptable.

2. W-9 Required

Bidders must submit along with proposal a completed and signed W-9 form.

3. References

The Town requires at a minimum three references, to include name, company name, mailing address, e-mail address, and phone number.

4. Conflict of Interest Disclosure

Each bidder is required to complete a "Conflict of Interest Disclosure" form, so that the Town can determine if there is any potential conflict of interest between the Town, its employees, and the bidder.

K. EVALUATION OF PROPOSALS

1. Evaluation and Selection of Proposals

The ~~Town Manager, Finance Director, and Select Board Chair~~ will review and evaluate all proposals, before making a recommendation to the ~~whole Select Board for approval~~. All proposals become the property of the Town and are considered to be a public document.

2. Selection Criteria

The objective of the Town is to engage the services of an institution capable of managing and investing the Town's funds, as specified, with the intention of providing the best quality service and return on investments.

The Town shall consider, but not be limited to management fees, portfolio history, performance against benchmarks, bank rating, and references.

3. Proposal Opening and Review

Those submitting proposals are welcome to review the proposals received at the town office during normal business hours, after making an appointment with the Town Manager's office. Those submitting proposals are welcome to be present at the opening, at which time all proposals will be opened.

4. Right to Re-Bid, Negotiate, or Request Further Information

The Town Manager reserves the right to release the Request for Proposals again, to negotiate with the apparent most advantageous proposer, or to request further information from the proposers, prior to making a decision.

5. Award of Bid

The Town Manager shall determine whether it is in the best interest of the Town to award or accept a proposal. The Town Manager will forward her recommendation to the Select Board for their review at their August 9, 2021 meeting.

L. SCHEDULE FOR SELECTION AND AWARD OF BID

The schedule for selection and award of contract is as follows:

(Schedule is subject to change at the Town's discretion.)

Select Board approval of RFP	June 28, 2021
RFP Posted on Website, RFP posted and advertised	June 29, 2021
Proposals due at Town Office and opened at Town Office	July 28, 2021
Proposals shall be evaluated	July 28 - Sept. 3, 2021
Select Board's Decision	Sept. 13, 2021
Transfer of Funds agreed to with successful bidder	TBD

M. OFFICIAL BID RESPONSE FORM
BIDDER INFORMATION

The undersigned declares that the signer of this proposal is:

INDIVIDUAL doing business as: _____

PARTNERSHIP doing business as: _____

CORPORATION entitled: _____

Organized under the laws of the State of _____ having its principal offices at:

Authorized Signature

Printed Name & Title of Authorized Signer

Firm or Corporate Name

Contact Name & Title

Street Address

E-mail Address

City/Town, State, Zip Code

Telephone Number

Date Signed

Fax Number

Federal ID Number (voluntary)

INVESTMENT POLICY

Town of Thomaston

INTRODUCTION

The principal purpose of this Investment Policy Statement is to provide long term direction to the Town of Thomaston for the investment of its funds and the spending of income. A secondary purpose is to describe the underlying logic and philosophy supporting this Statement.

Setting investment policy is the most critical phase of the entire investment process. The effects of a good or bad policy can be more significant than the effects of good or poor investment management.

To be successful, an investment policy needs to be appropriate for its organizations. It needs to match the needs of the organization to the financial assets most likely to meet those needs. The best way to minimize investment risk is to match, as closely as possible, the timing of cash needs with timing of future cash flows from the portfolio assets.

The policy statement also must withstand "board risk" – the possibility that the Investment Committee at some stress point (most frequently a low point in the stock or bond markets) will react in a manner detrimental to the long-term health of the fund. Board members tend to serve only a few years at a time, and those who adopt this Policy Statement today may not be here ten years from now to maintain the steady course that is one prerequisite of a successful investment plan. For that reason, this Statement contains an introductory section presenting the principles and expectations upon which the policy is based.

PRINCIPLES AND ASSUMPTIONS

We, the Investment Committee, on behalf of the Town of Thomaston, outline below the principles that have guided us in preparing this Policy Statement.

- **WE ARE LONG TERM INVESTORS.** This enables us to purchase long term assets, such as equities, which tend to have high returns over many years but whose price volatility precludes their use by those with shorter time horizons. By always keeping our long-term focus in mind, we hope to weather the periodic bad times when investors with short term orientations tend to panic. We expect this long-term view to provide us with better long-range results than will be earned by those who pick short term investments or who will abandon planned strategies during turbulent years.
- **WE EXPECT EQUITIES TO PROVIDE GREATER RETURNS OVER THE LONG TERM, THAN BONDS OR CASH.** We say this knowing that both economies and markets suffer periodic (but normally brief) declines and knowing that there have been and will continue to be some periods when cash and bonds outperform stocks.
- **WE EXPECT THE AMERICAN ECONOMY TO GROW, IN REAL (INFLATION-ADJUSTED) TERMS.** We expect the economy to show modest real growth over full business cycles, even after allowance for occasional recessions. We expect stock prices to grow somewhat in line with the economy, although the naturally volatile nature of stock prices makes such growth invisible except when observed over long periods. We expect dividends from stocks to grow more or less in line with the economy, and to fluctuate (in a real sense) much less than stock prices to.
- **WE EXPECT CONTINUED INFLATION.** We believe some inflation is a natural by-product of our present economic system. Its timing and severity we cannot predict, but we believe it will be of sufficient magnitude that to ignore it would damage our ability to meet our long-term objectives.

OBJECTIVES

- To maintain the real market value of the assets, after inflation, while recognizing that security price gyrations may keep market values over or underpriced for several years at a time.
- To achieve a balance between providing as much real spendable income as possible for current and future expenditures, without compromising all of the long-term growth potential of the portfolio needed to offset the effects of inflation.

- To provide sufficient liquidity in the portfolio to meet the planned annual withdrawals set by the Investment Committee.
- To avoid taking excessive risks with the portfolio.

STRATEGY

- The Investment Committee’s aim is to set guidelines regarding the management of the Fund’s assets that will allow the Investment Manager to meet the objectives of the Fund. (Real inflation adjusted returns without taking excessive investment risk to achieve it.) These guidelines include asset allocation parameters and diversification requirements.
- The Investment Manager has the latitude and discretion to make tactical asset allocation changes between equities, fixed income, and cash equivalents, as the Investment Manager deems appropriate and prudent, based on changing conditions in the capital markets, providing the Manager stays within the guidelines set by the Investment Committee as outlined in the Investment Policy.
- The equity portion of the portfolio will be to provide a dividend stream that grows at least as fast as the inflation rate.
- The bond portion of the portfolio will be, first, to provide a higher income stream to supplement the modest current income from stocks, and second, to dampen overall portfolio price volatility.

RESTRICTIONS

While realizing that all investments involve both uncertainty and risk, and that some (but not all) kinds of risk bear long term rewards, the Board of Selectmen does not wish to take unnecessary risks with the portfolio. Asset allocation will therefore be bound by the following limits:

Cash and Cash Equivalents	0% to 20% of portfolio
Debt Securities	30% to 70% of portfolio
Equity Securities	30% to 70% of portfolio

- Purchases of fixed income securities should be investment grade (S & P or Moody’s “A” rated or better) with downgraded fixed income securities considered for sale.

- No single equity will comprise more than 10% of the total value of the portfolio. In an attempt to diversify equities across a variety of domestic sectors and industries, the domestic portfolio's sector exposure will be restricted to a variance of 50% to 200% of the S & P 500 sector breakdown, with the exception of those sectors representing only 5% or less of the S & P 500.
- The equity portfolio may be diversified across capitalization's and internationally as follows:

Small Capitalization Equities	0% - 20% of portfolio
Diversified International Equities	0% - 20% of portfolio

SPENDING POLICY

- The Investment Committee, under the direction of the Board of Selectmen, will determine on an annual basis how much income will be spent and how much will be reinvested. Since the assets are to be managed on a total return basis, payouts may come from earned income, realized capital gains, or a combination of the two. Any return above the payout is to remain invested to grow for future needs.

PERFORMANCE MEASUREMENT AND EVALUATION

- Ultimately the success of this account will be measured against its stated objectives. The performance will be the result partly of the constraints and guidelines established in this Statement, and partly the results of the investment manager's action.
- Our inflation measure will be the Consumer Price Index for Urban Consumers.
- The investment manager's total account performance will be compared to a baseline portfolio of the Shearson/Lehman Intermediate Government Bond Index and the Standard & Poor's 500. Each asset class within the portfolio, including cash dedicated to that asset class, will be compared to the indices described above.
- We require account performance to be measured in accordance with the Association for Investment Management and Research (AIMR) Performance Presentation Standards.

SUPERVISION

- The Investment Committee will periodically report to the full Board of Selectmen on the administration of these funds.

- The Investment Manager, in recognition of its role as a fiduciary of the Funds, must assume responsibilities related to the following areas:

Investment Program –

1. Investing assets in accordance with the objectives as defined in the document.
2. Exercising full discretionary authority as to all buy, hold, and sell decisions for each security under management.

Communication –

Monthly – Statements will be provided to the Investment Committee, indicating:

1. All principal cash transactions, including all buys and sells in sufficient descriptive detail, and including commissions paid. Statements should also indicate all income cash transactions, including the sources and nature of all interest and dividends.
2. Portfolio Composition showing asset structure for each major asset class security.
3. Positions, by individual security, showing both cost and market value. In cases of commingled assets, the unit position cost and market value will be used.

Semi-Annually – The investment Manager will report either on a semiannual basis or at the request of the Investment Committee, the investment performance of the fund.

At least once each year the Committee will review this Policy Statement to ensure that it remains appropriate and is complete.

The Investment Committee requests prompt notice of any change in the Investment Manager's (1) fundamental investment strategy, (2) personnel, or (3) firm ownership. We also request prompt notice of any deviations from the restrictions outlined in this policy.

SPENDING POLICY

Addendum

Spending policies for the Town of Thomaston funds will vary from fund to fund and will be subject to periodic changes at the direction on the Investment Committee, under the direction of the Board of Selectmen.

At present, the spending policies for the 4 current funds, which include the Public Library Fund, The Book Fund, the Cemetery Fund, and the Charitable Fund will be distributed as follows:

Public Library Fund:

4% of the Market Value annually, measured at the beginning of each fiscal year, will be targeted for distribution. (Effective 02/22/21- Changed to 4.5%)

The Book Fund:

3.5% of the Market Value annually, measured at the beginning of each fiscal year, will be targeted for distribution. (Effective 02/22/21- Changed to 4.5%)

The Cemetery Fund:

4.5% of the Market Value annually, measured at the beginning of each fiscal year, will be targeted for distribution.

The Charitable Fund:

No planned distributions at present. The Investment Committee will review periodically and revise accordingly.