

Watts Block Trustees
Meeting February 16, 2022

AGENDA

1. Open meeting
2. Review/approve minutes
3. Review of Income and Expenses to date, discuss items that might be accomplished this winter/spring or carry forwards; I & E reports attached
4. Condensate Pump discussion
5. Update on ARPA Funds
6. HVAC Update
7. Develop 2022 budget; worksheet attached.
8. Discussion of proposed lease for 1st floor tenants; copy attached with revisions from last meeting
9. Other
10. Adjourn



WATTS BLOCK LEASE AGREEMENT

Lease agreement made and entered into as of the _____ day of _____, 20____, by and between the **TOWN OF THOMASTON, MAINE** ("Landlord"), a municipal corporation existing under the laws of the State of Maine and located in the County of Knox, State of Maine and having a mailing address of 13 Valley Street, Thomaston, ME 04861, and _____ ("Tenant"), located in Thomaston, Maine.

ADDRESS: _____

TENANT #1:

FULL NAME: _____

MAILING ADDRESS: _____

CELL PHONE: _____

WORK PHONE: _____

E-MAIL ADDRESS: _____

VEHICLE MAKE/MODEL: _____

VEHICLE LICENSE PLATE: _____

TENANT #2:

FULL NAME: _____

MAILING ADDRESS: _____

CELL PHONE: _____

WORK PHONE: _____

EMAIL ADDRESS: _____

VEHICLE MAKE/MODEL: _____

VEHICLE LICENSE PLATE: _____

WHEREAS, Tenant wishes to lease space for the purpose of _____ in certain real property owned by Thomaston and

WHEREAS, Landlord, acting through its municipal officers as authorized by Town Meeting, is willing to lease said premises under the conditions and terms contained herein NOW, THEREFORE, in consideration of mutual conditions and covenants contained herein, the parties agree as follows:

1. **Description of Property:** Subject to the terms of the lease, Landlord leases to Tenant _____ square feet, more or less, of the Thomaston Watts Block.
2. **Use of Property:** Use of the property shall be limited to the Tenant's approved purposes. Alterations shall not be made by Tenant without prior written consent of the Landlord, provided, however, that the Landlord shall not unreasonably withhold consideration for alterations reasonably necessary to Tenant's

intended use of Premises. Tenant, when so authorized, shall have the right to make alterations or additions to the Premises at its sole cost and expense; provided, however, that any such alterations and additions shall be of such workmanship and material at least equal to that state or condition of the Premises that exist prior to the making of such alterations, or additions, and further provided that no such alterations or additions shall reduce the strength or value of the Premises as they exist immediately prior to the making of such alterations or additions. Tenant shall have neither the right nor the obligation at the end of the term of this lease, or any renewals thereof, to remove the same.

3. **Keys and Locks:** The Tenant agrees not to install additional or different locks or gates on any doors or windows of the Unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Lease Agreement ends, the Tenant agrees to return all keys to the Landlord. The Landlord may charge the Tenant for each key not returned at termination of this Lease Agreement, and for the replacement of lost keys while the Tenant occupies the Unit.
4. **Duration:** The term of this Lease shall be for the period of one year beginning _____ unless sooner terminated as herein provided. Tenant lease terms will be April 1st to March 31st with the option to renew on an annual basis. Tenant shall have the option to renew this Lease for an identical term provided that it gives the Landlord written notice that it wishes to exercise the option three (3) months prior to the expiration of the initial term, and further provided that the parties meet to negotiate rent and other changes provided in the Lease. Tenant shall have the option to terminate this Lease upon written notice to the Landlord at Least three (3) months of Tenant's intent of termination.
5. **Rent:** Tenant shall pay rent to the Landlord the rental of \$_____ annually. The rental is payable in equal installments of \$_____ in advance, of the first day of each month during the term of the Lease. New tenant's rent payments will be prorated to align with the annual lease terms of April 1st to March 31st based on how many days they will occupy the rental during the remaining annual lease term. Rental payments shall be made to the Landlord at Thomaston Town Office, 13 Valley Street, Thomaston, ME 04861. Checks shall be made payable to the Town of Thomaston through the term of the Lease.

7. **Utilities:**

Tenant is responsible for the following:

- a) Electricity
- b) Internet/Cable Services
- c) Trash Removal
- d) Damages
- e) Incidental Supplies

8. **Parking:** Landlord agrees to provide and maintain for the benefit of the Tenant one parking space.
9. **Access to Premises:** Tenant shall permit Landlord, or its agents, to enter the Premises for emergency situations or make improvements/repairs and that the Landlord shall respect all privacy requirements provided by law.

10. **Quiet Enjoyment:** Landlord warrants that the Tenant shall be granted peaceable and quiet enjoyment of the Premises of any eviction or interference by the Landlord if Tenant pays the rent and other charges provided in this Lease, and otherwise fully complies with the terms and conditions imposed on the Tenant.

11. **Default:** If, during the term of the Lease, or any extension of the term, Tenant shall default in the payment of rent or in the performance of any covenants or conditions required by the Lease, and if default is not corrected within fourteen (14) days after the delivery of written notice from the Landlord specifying the default and sent by registered mail, the Landlord shall have the right, as its elections, to terminate this Lease or to re-enter the leased Premises and remove all persons and/or improvements from the Premises, or to take any other action for the enforcement of any right or remedy available to the Landlord at law.

12. **Notices:** All notices or other writings pertaining to this Lease must be in writing and delivered to:

Landlord: Town of Thomaston
 13 Valley Street
 Thomaston, ME 04861

Tenant: _____

The address to which any notice, demand, or other writing may be given, made, or sent to any party as above provided may be changed by written notice by addressee to the other party.

13. **Sublease or Assignment:** The Lease Premises shall not be sublet in whole or in part, or this lease assigned or transferred without the prior, express, and written consent of the Landlord. Such consent shall not be unreasonably withheld by Landlord. Any attempted unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Lease at the Landlord's option.

14. **Indemnity and Insurance:** The Landlord shall obtain and maintain public liability, fire, and other casualty insurance upon the Premises. The Tenant shall maintain a policy of general liability insurance of not less than \$1,000, 000. Tenant shall indemnify and hold the Landlord harmless from and against any and all expenses, claims, lawsuits, judgments and costs including reasonable attorney's fees, that the Landlord may become liable to pay or defend due to claims of personal injury or property damage due to the negligent acts or omissions of the Tenant; PROVIDED THAT ANY LIABILITY OF THE Tenant under this Lease shall be limited by the provisions and limitations of the Maine Tort Claims Act 14 M.R.S.A. Sec. 1801, et seq.

15. **Surrender of Possession:**
 - a) The Tenant shall, on the last day of the term, or on earlier termination and forfeiture of this Lease, peaceably and quietly surrender and deliver the Premises to Landlord free of sub-tenancies,

including all additions, and improvements constructed or placed on Premises by the Tenant, except moveable trade fixtures, all in good condition and repair.

- b) If the Landlord so elects, any trade fixtures or personal property not used in connection with the operation of the Premises and belonging to the Tenant, if not removed at the termination or forfeiture of this Lease shall be deemed abandoned and become the property of Landlord without any payment or offset for such fixtures or property, provided Landlord first gives Tenant thirty (30) days advance written notice to remove same after expiration of the thirty (30) day notice period, at Landlord's election, Landlord may remove such fixtures or property from the Premises and store them at the risk and expense of the Tenant.
- c) The tenant shall repair and restore all damage to the Premises caused by the removal of equipment, trade fixtures, and personal property.

19. **Damage to Premises:** If the Premises shall be so damaged by fire, the elements, casualty, war, insurrection, riot, public disorder, acts of authorized on the part of any governmental authority or any cause happening as to be substantially destroyed, the Landlord may, at its sole option, either restore the Premises to their previous condition or terminate the Lease. In either event, Tenant shall not make claim against the Landlord for damages to it because of said termination.

20. **Amendment:** This lease may be amended only by written agreement signed by the parties.

DATE: _____

TENANT: _____

DATE: _____

TENANT: _____

DATE: _____

LANDLORD: _____