

- A. Consider the appointment of Pat Carter to the Library Board of Trustees.
- B. Consider the appointment of Kathleen Norton to the Conservation Commission.
- C. Review for approval the PortCity Architecture Proposal for the Fire/EMS Feasibility Study.
- D. Review for approval the Request for Proposal (RFP) for sidewalk design.
- E. Consider authorizing the Town Manager to sign the U.S. Cellular Lease Agreement.

Upcoming Dates

| | |
|-----------------------------------|---|
| Tuesday, March 14 th | 6 p.m. Planning Board Public Hearing on Ordinance Amendments |
| Wednesday, March 15 th | 6 p.m. Knox-Water Street Project Workshop (Lura Libby Rm) 6 p.m. Conservation Commission (Select Board Rm) |
| Thursday, March 16 th | 6 p.m. Budget Committee (Fire & EMS Department Budgets) |
| Tuesday, March 21 st | 6 p.m. Planning Board Meeting |
| Thursday, March 23 rd | 4 p.m. Cemetery Board of Trustees 6 p.m. Budget Committee |
| Monday, March 27 th | 6 p.m. Select Board Meeting |

2/27 Watts Block Lease Renewals

Over the past week I've met with Watts Block tenants that are renewing their leases. We have all spaces rented at this time, with two new businesses:

- Coastal Mountain Chiropractic
- Joy Well Therapy
- Bliss Beauty Spa– NEW (Opened March 1st)
- The Shop on Main Street– NEW (Opening March 19th, Ribbon Cutting March 16th)
- Jessica Lecaptain Photography

2/28 Kendray Rodriguez

- Kendray's new office hours at the Town Office are Tuesdays 9-12 and Fridays 11-1
- Downtown
 - Downtown Block Party on Saturday, May 27th (music, crafts, kid zone, photo booth, art projects, open mic, etc.)
 - Music Behind the Block this summer
 - Visit Thomaston tri-fold Brochure & a visit Thomaston website/kiosk behind the Business Block
 - Chamber of Commerce membership
 - Ribbon Cutting for the Shop on Main Street- March 16th
 - New business coming-Hot Hill Tavern on Starr Street
- Other
 - Storytime at the Library
 - Pre-K program

Budget Review

Jodell and I finished reviewing the full proposed FY24 budget, budget books were prepared and sent out. The full budget is available on our website and there is a budget book in the Town Office for anyone who is interested in reviewing it. The next Budget meeting is Thursday, March 16th at 6 p.m. to review the Fire and EMS Department budgets.

3/2 Maine Service Centers Coalition (MSCC)

The MSCC is currently meeting every other week during the legislative bills season. There are a number of proposed bills of concern to municipalities. There are three bills that I submitted letters of support to legislative committees: *LD 88- An Act to Provide Qualifying Municipalities a Percentage of Adult Use Cannabis Sales and Excise Tax Revenues*, *LD 286- An Act to Authorize the Use of Tax Increment Financing Funds for Constructing or Renovating Municipal Offices and Other Municipal Buildings*, and *LD 422- An Act to Eliminate the Requirement that Municipalities Provide Public Notice in Newspapers*.

3/3 Assessor Interview

We have two very qualified candidates that have been interviewed. I am currently conducting reference and background checks.

3/7 General Assistance**Angus King CDS Funding Webinar**

The webinar addressed the application process for CDS funds. I drafted a support letter for the Harbor Dredging project, and a package will be sent out next week requesting additional CDS funds. Senator Collin's due date is March 15th, Congresswoman Chellie Pingree due March 16th, and Senator Angus King due March 17th. I inquired about CDS funds for the Fire/EMS building project, but I'm afraid it is too early to submit a proposal for this project. It was recommended to submit a request next year.

3/8 2nd Assessor Interview**Agenda Setting****Executive Session****3/9 MLGHRA Meeting (Maine Local Government Human Resource Association)**

The meeting had a representative from FAME (Finance Authority of Maine) present their employee financial wellness program, which I plan on sharing with Department Heads. The program offers financial advisors, retirement planning, etc.

We also discussed a proposed bill that is going before the Labor and Housing Committee that would require paid family leave in Maine. There are currently 13 other states that have this. If the bill fails, there is a ballot initiative underway. There are concerns with this change:

1. All employees will be required to pay into the program.
2. Employees must use all their sick time prior to using up to 12 weeks of paid family leave.
3. In other states that this was approved in, employee absences nearly tripled. Because employees will be required to pay into the program, it encourages employees to use the leave more than ever before.
4. With labor shortages, it will be even more challenging to fill vacant positions on a temporary basis if an employee is out for 12 weeks.

Habitat for Humanities

John Fancy, Diane Giese, and I met with Tia Anderson from Habitat for Humanities regarding proposed housing initiatives in TR3.

Knox Clinic**Academy Trustees Meeting**

I met with Academy Board of Trustees Co-Chair Kathy Derene to review the lease agreements for the building.

Budget Committee

1st Budget Committee Meeting

3/10 Dragon CAP**3/13 Department Head Meeting****Library Grant**



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for a Catering Permit

Section A: Licensee Information:

1. Legal Name and DBA of the Licensee Catering the Event:
 - a. Legal Name: Dirty Rocks, LLC
 - b. DBA: The Block Saloon
2. License No.: 11043 Email: info@theblocksaloon.com
3. Complete Mailing Address: 173 Main Street
Thomaston, ME 04861
4. Telephone/Mobile Number: 207-354-5145

Section B: Event Information:

1. Title Event: Celebration of Life
2. Purpose of Event: Family gathering
3. Type of Event: (check one)

| | | | | | |
|---------|-------------------------------------|--------|-------------------------------------|---------|--------------------------|
| Public | <input type="checkbox"/> | Indoor | <input checked="" type="checkbox"/> | Outdoor | <input type="checkbox"/> |
| Private | <input checked="" type="checkbox"/> | Indoor | <input type="checkbox"/> | Outdoor | <input type="checkbox"/> |
4. Municipality where Event will take place: Watts Hall
5. Complete Physical Address of Event:

174 Main St.
Thomaston, ME 04861
6. Date of Event: 3/18/23 Time: From 12pm To 3pm
 Under Maine liquor laws, alcoholic beverages can only be served from 5:00 am to 1:00 am of the next day, Sunday through Saturday; event times cannot deviate from this statutory requirement.
7. Requesting party for your catering services:

Nonprofit Organization Individual Business
8. Mailing Address of Requesting Party: Town of Thomaston

Please note: In question 9, for a nonprofit or business requesting party, please provide the name of the nonprofit or business as well as the name of an individual to contact at the nonprofit or business.

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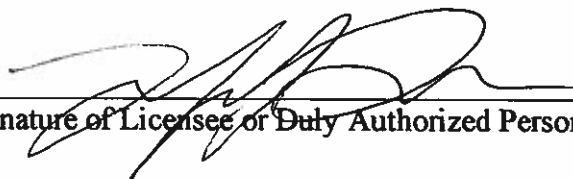
9. Contact Name of Requesting Party: Tiffany Farrell
 a. Contact Telephone/Mobile Number: 207-354-5145
 b. Contact Email address: info @ theblacksaloon.com
10. Number of Persons Attending: 50
11. Describe specific indoor and/or outdoor area to be licensed: (for an outdoor event, please include a diagram of the outside space in Section F below.)
There will be a table inside Watts Hall for the drinks etc for the event.
12. Will dancing be part of the event? Yes No
 a. Does the venue have a dance license? Yes No
 b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

Section C: Signature of Licensee

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

Please sign and date in blue ink.

Dated: 2/27/23


 Signature of Licensee or Duly Authorized Person

Tiffany Farrell, manager
 Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
 Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330

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Section D: For use by Municipal Officers and County Commissioners only
Approval of an application for a catering event

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this catering event application on this date: _____

Check only one: City Town Unorganized Territory

Name of City/Town/Unorganized Territory: _____

Who is approving this application? Municipal Officers
 County Commissioners of _____ County

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

| Signature of Officials | Printed Name and Title |
|------------------------|------------------------|
| | |
| | |
| | |
| | |
| | |

Section E: Application Fee; Other Information

1. The application fee is \$10.00 per day; make checks payable to Treasurer State of Maine
2. The law requires the application to be submitted at least 24 Hours prior to the function, however, a longer notice is appreciated to allow additional time for processing.
3. Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws under Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.
4. The Division is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.
5. Payments to the Division by check subject to penalty provided by 28-A MRS Section 3-B.

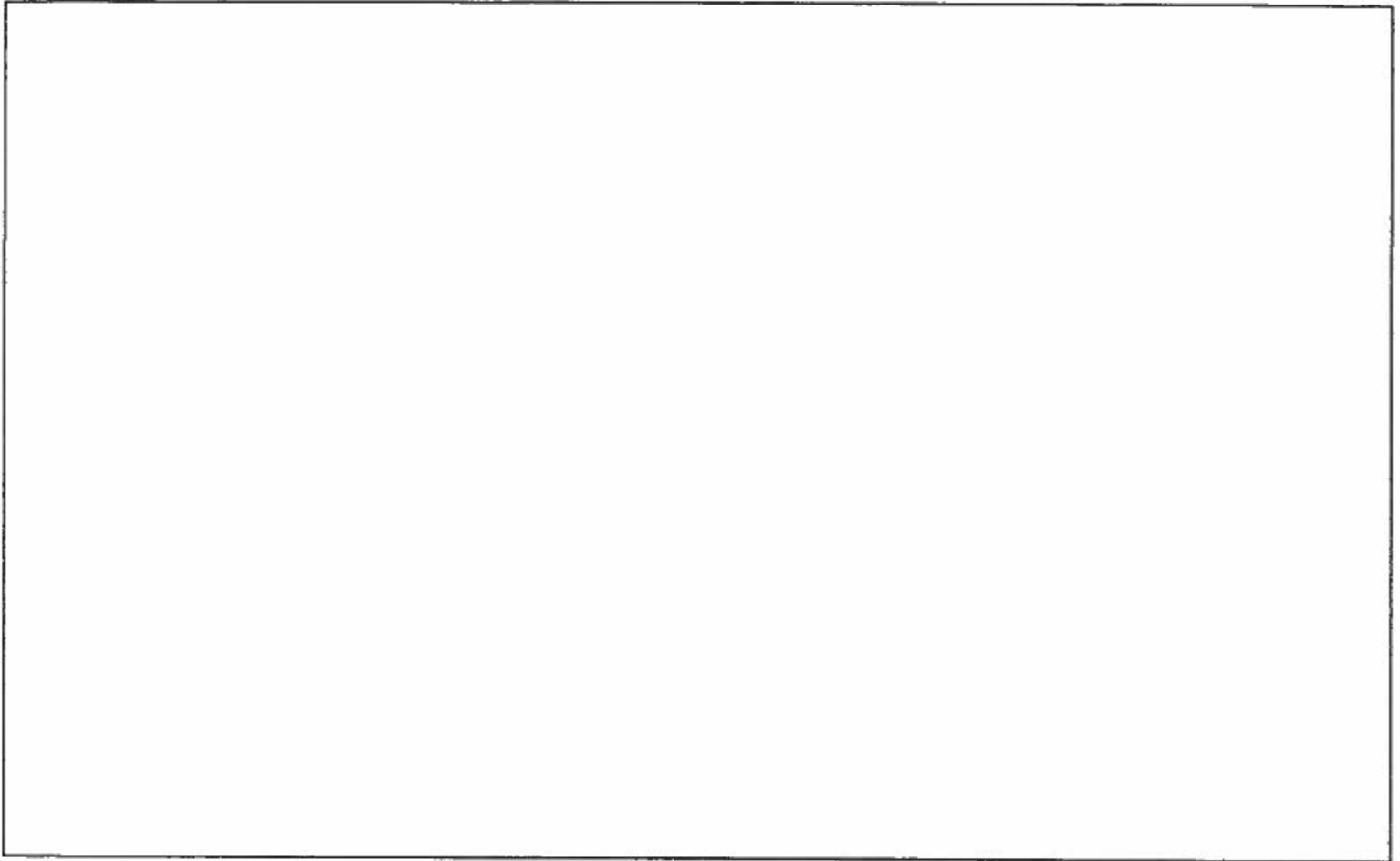
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Section F: Catering Permit Diagram for Outdoor Events

The following restrictions apply to outdoor events:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.



For Division Use Only

Date Filed: _____

Approved Not Approved

Date Approved: _____

Approved By: _____

License No: _____

Deposit Date: _____

Amt. Deposited: _____

Payment Type: _____



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Application for a Catering Permit - Important Information

1. If you hold one of the following licenses, your license privileges include providing catering services for food and/or alcoholic beverages at public and private events:

| | | |
|--------------------|---------------------------|-------------------------|
| Class A Restaurant | Class A Restaurant/Lounge | Class A Lounge |
| Hotel | Club | Bed & Breakfast |
| Auditoriums | Civic Auditoriums | Performing Arts Centers |

2. Conditions for this privilege:

A. General

- i. The municipality in which the event will take place must have voted to approve on-premises consumption under Title 28-A, Chapter 5.
- ii. You may not solicit sponsorships of nonprofit organizations in order to hold a fundraiser for your business; the law for these types of events is designed only as a fund raising event for the nonprofit organization who solicited you to help provide food and beverages.
- iii. The law requires the application to be submitted at least 24 hours in advance of the event, however, a longer notice is appreciated to allow additional time for processing.
- iv. Qualified Caterers may only cater events open to the public regardless of who is requesting the services.

B. Events open to the public

- i. The event must be sponsored by a nonprofit organization as listed under question 16 of the application below.
- ii. This nonprofit organization must be an incorporated civic organization or a similarly purposed national organization designated under the United States Internal Revenue Code of 1986, Section 501(c)(3) and verifiable with the office of the Maine Secretary of State, Division of Corporations.
- iii. The sponsoring nonprofit organization must have representatives at the event at all times – open to close; no exceptions.
- iv. Regardless whether the event is a ticketed (paid admission) or not, the event is still considered as open to the public and requires a sponsor as described above.

C. Private events where the public is not invited include but is not limited to:

- i. Weddings
- ii. birthday parties
- iii. office parties

- D. For all other types of events and whether you have the privileges under your license to provide catering services should be discussed with your assigned liquor inspector.



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date:

2/25/23

Name:

PAT CARTER

Street Address:

192 MAIN ST. Apt. 104

Mailing Address (if different):

~~207-204-~~

Home Phone Number:

207-354-5393

Cellular Phone Number:

207-671-8568

E-mail Address:

mymail@MAINE.RR.COM

Preferred Method of Contact:

cell or email

Committee you wish to serve on:

Library Bd. of Trustees

How long have you been a resident of Thomaston?

3 1/2 yrs.

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

I am interested in serving on
committees to be involved with
the Town.

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

I was very involved in many committees
in CT. selectmen, recreation Bd. AND others.

Any suggestions or comments:

on Bd. of Rec Board

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

| |
|--|
| For Official Use Only |
| Date Application Received: <u>3-3-23</u> |
| Appointment Term: <u>2024</u> |
| Resignation Date: _____ |
| Member being replaced: _____ |
| Town Manager Review: _____ (Initials) |
| Town Clerk Review: <u>rn</u> (Initials) |

Copy of APP sent to Chair



New Applicant

Boards & Committees Application Town of Thomaston, Maine

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

Date: 2/27/2023

Name: Kathleen M. Norton

Street Address: 11 Sunrise Ter, Thomaston, ME 04861

Mailing Address (if different): _____

Home Phone Number: 207-354-5102

Cellular Phone Number: 207-691-5294

E-mail Address: kmnorton12@outlook.com

Preferred Method of Contact: phone or email

Committee you wish to serve on: Conservation Commission

How long have you been a resident of Thomaston? one year

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

I am very interested in preserving and conserving the rural character of Thomaston, its land, historic buildings, and waterways. Economic development keeps a community alive, yet without a thoughtful sensibility to remain true to the town's history and character, development can turn to sprawl and worse. Now, more than ever, in the face of our changing climate, we have a responsibility to be stewards and caretakers not just for the present, but for future generations. I think that serving on the Conservation Commission will help me actively work for a better community.

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

I am a retired teacher and have experience working with people in many walks of life and age groups. I am a gardener and care deeply about the health and beauty of our natural environment.

Any suggestions or comments:

Yes, please include the Conservation Commission in economic development plans for the town.

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

| | |
|------------------------------|----------------|
| For Official Use Only | |
| Date Application Received: | <u>2/27/23</u> |
| Appointment Term: | <u>2023</u> |
| Resignation Date: | <u>—</u> |
| Member being replaced: | _____ |
| Town Manager Review: | _____ |
| | (Initials) |
| Town Clerk Review: | <u>ms</u> |
| | (Initials) |

2/27/23
Application sent to chair.

PROPOSAL

For Architectural, Engineering, and Municipal Fire Consulting
Study Services

February 26, 2023

Ms. Kara George, Town Manager
Thomaston, Maine
13 Valley Street
Thomaston Maine 04861



RE: Feasibility Study for a Central Fire/Rescue Station

Dear Ms. George, Chief Mazzeo, and Chief Drinkwater,

Thank you for the opportunity to provide professional architecture, engineering, and municipal fire consulting services to provide a feasibility study for the Fire/Rescue services in Thomaston. Our understanding is that the town would like our team to review your current operations, staffing, apparatus, and the existing station facility, and recommend appropriate reconfigurations or relocations that will provide the best quality Fire/EMS services to Thomaston now and well into the future. This proposal will summarize the scope of our services and the corresponding fee estimates.

SCOPE OF WORK AND ASSOCIATED FEES

We have provided the specific scope of work below to correspond with the services requested by the town. The scope with associated fees have been arranged in rough chronological order.

Anticipated Key Staff:

| | | | |
|-----|---------------|--------------------------------------|----------|
| AH | Andrew Hyland | Port City | \$160/hr |
| JP | Jason Pica | Port City | \$140/hr |
| NC | Neil Courtney | Municipal Fire Protection Consultant | \$140/hr |
| AE | Engineers | Allied Engineering MEP&S | \$150/hr |
| PCA | Staff support | Port City | \$ 95/hr |
| TS | Tom Saucier | Site Design Associates | \$150/hr |



- 1) Analyze town mapping indicating locations for the past 5 years of all service calls grouped by call type (fire, EMS, other) and the geographical boundaries for the response areas. Analyze and forecast socio-economic changes to the town and other factors that may influence future calls and add to historic mapping data. Determine ideal general location to site Thomaston's fire station.**

Staff Members: NC
Anticipated hours: 28
Fee: \$3,920

- 2) Analyze current Department staffing and apparatus. Determine current and future emergency operations and service delivery practices and provide recommendations on future staffing and apparatus needs for the town.**

Staff Members: NC,
Anticipated hours:21
Fee: \$2,940

- 3) Based on item 2 we will analyze current Department emergency operations and current service delivery practices and provide a corresponding space program document necessary to efficiently provide those services. The program will cover the total space needs for the town.**

We will discuss specific delivery practices, service objectives, and other pertinent information with the department and provide additional benchmarking information about those practices and any proposed improvements. Our team is well versed on current fire and EMS industry design trends including new ideas on decontamination spaces and other spaces. We will provide a matrix with all necessary spaces and their square footage. We will tally the individual room square footages into an overall project required square footage including circulation and grossing.

Staff Members: AH, JP
Anticipated hours: 8, 14
Fee: \$3,240



- 4) Provide a general facility assessment for the existing facility including physical condition, code compliance, workplace safety, potential hazards, and functionality pertaining to modern firefighting and EMS practices.**

Our next task is to generally familiarize our team with the existing building and site. We will visit the facility to assess its current condition and any deficiencies. The overall purpose of the assessment is to document whether the existing facility provides adequate spaces and building systems to provide safe and modern firefighting and EMS services.

Staff Members: AH, JP, AE

Anticipated hours: 6, 10, 10

Fee: \$3,860

- 5) Identify Alternate Site locations. Evaluate the suitability of those sites for use as a new Fire/EMS station. Evaluate size, zoning, response location, traffic, utilities, and other suitability factors. Up to three sites may be identified and ranked for suitability for the project.**

Staff Members: AH, JP, TS

Anticipated hours: 6, 8, 20

Proposed fee: \$5,080

- 6) Based on the recommendations of item 5, we will provide a conceptual site and building design for a new facility concept on the most suitable location. Deliverables will include a conceptual site plan, a conceptual floor plan indicating all basic program areas, and a general construction systems and materials narrative.**

We will provide a conceptual floor plan and conceptual site plan for a new facility concept. The likely scenarios are a new fire/EMS building on a town owned parcel in the geographic center of the emergency calls.

Staff Members: AH, JP, TS

Anticipated hours: 18, 28, 12

Fee: \$8,600



- 7) Provide a cost estimate for the proposed facility construction. Include estimated costs for site acquisition if applicable. Provide a complete project cost estimate including all soft cost.

We will provide a general estimate of construction cost for both facilities.

Staff Members: JP
Anticipated hours: 12
Fee: \$1,680

- 8) Attend meetings with the stakeholders for input and direction throughout the study period

We will prepare for and attend meetings (2-3 anticipated) with the committee and fire/EMS staff to ascertain the department needs, review concepts, and present findings

Staff Members: AH, JP
Anticipated hours: 10, 8
Fee: \$2,720

- 9) Provide general administrative oversight and coordination of the project

We will provide general administrative oversight and coordination of the project.

Staff Members: PCA
Anticipated hours: 15
Fee: \$1,425

- 10) Provide a written narrative report documenting the information gathered above.

We will document the staffing, apparatus, and facility location recommendations along with the space programming matrixes, a schematic rendered site plan, a schematic floor plan, photos, and a narrative. We will document the rationale for the required spaces with a narrative. The study will also provide a cost estimate. It will include all direct and indirect costs as well as other owner costs (such as FF&E) required for a turn-key project.

Staff Members: NC, AH, JP, PCA
Anticipated hours: 4, 4, 10, 15
Fee: \$4,025

Table with 2 columns: Description and Amount. Subtotal: \$37,490; Direct Reimbursable costs est: \$1,874; Total Fee Proposed for Project: \$39,364.



Schedule

We will be able to start the study within 20 days of acceptance. We will work to complete the study in 160 days.

Feasibility and Cost Study:

We propose to provide the work as described above including travel time for a **lump sum cost of \$39,364 Including direct reimbursable costs.**

When the project receives funding approval, Port City will provide Phase 2 services including permitting, design development, construction documents, specifications, and construction administration based on the terms and percentage based fees as shown in the attached State of Maine recommended schedule of fees for architectural projects.

Invoicing/ Billing:

- Invoices will be submitted monthly based on the work completed.

Attachments:

- Port City Architecture hourly rates
- Port City Architecture Standard Terms and Conditions
- State of Maine recommended fees for architectural projects

This proposal is valid for thirty (30) days. If the outlined scope and proposed fees are acceptable, I would ask that you please sign this letter in the space provided and return a copy to this office via standard mail or e-mail. Thank you.

Sincerely,

PORT CITY ARCHITECTURE

Andrew Hyland, AIA
Principal
Port City Architecture

Accepted,
Kara George
Town Manager
Thomaston, Maine
___ / ___ 2023



STANDARD HOURLY RATES 2023

Professional Fees

| | |
|-------------------------------|---------------|
| Principal | \$160.00/hour |
| Associate | \$140.00/hour |
| Staff Architect | \$130.00/hour |
| Senior Architectural Designer | \$120.00/hour |
| Interior Designer | \$120.00/hour |
| Architectural Designer | \$100.00/hour |
| Technical Assistant/CADD | \$ 95.00/hour |
| Administrative Services | \$ 75.00/hour |
| Consulting Engineer | \$150.00/hour |

REIMBURSABLE EXPENSE SCHEDULE

Reimbursables shall be charged at 5% of the total Design Fee or as direct expenses below

| | |
|---|------------------|
| Laboratory Testing | Cost Plus 10% |
| Printing | |
| Clean Prints (blueprints) | \$ 0.50/sf |
| Copies-8 ½"x11" | \$ 0.10 each |
| 11"x17" | \$ 0.25 each |
| Sepias, Mylar | \$ 2.75/sf |
| Sepias, Paper | \$ 1.50/sf |
| Bindings | \$ 2.00/ea |
| Postage | Cost Plus 15% |
| Travel | |
| Mileage | \$ 0.58/mile |
| Lodging Cost Not to Exceed | \$200/Day/Person |
| Food Cost Not to Exceed | \$ 90/Day/Person |
| Photography Reproductions (not in-house) | Cost Plus 10% |
| Advertising | Cost Plus 10% |
| Consultants | Cost Plus 10% |
| Color Renderings | Cost Plus 10% |
| Communication/Technology charge: | 2% of invoice |
| <i>Phone calls, faxes, scanning, website plan room, emails, and other forms of communication.</i> | |



Port City Architecture 2023 Terms and Conditions

1. ABSENCE OF WARRANTY

All services of ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted architecting practice. All estimates, recommendations, opinions and decisions of the ARCHITECT will be on the basis of the information available to the ARCHITECT and the Architect's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ARCHITECT may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the ARCHITECT on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the ARCHITECT and OWNER.

3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project as we understand it to be defined. For projects involving conceptual or process development work, required services often are not fully definable in the initial planning. Accordingly, developments may dictate a change in the scope of services to be performed. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental authority. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

4. PAYMENT

Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at the ARCHITECT's office(s) is one-half hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the OWNER will be advised at the start of an assignment, task, or phase.
- b. Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ARCHITECT, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense.
- c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.



5. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ARCHITECT and an opportunity for consultation been given. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ARCHITECT or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Where method of contract payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs the ARCHITECT incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the ARCHITECT's liability to the OWNER for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the ARCHITECT's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed triple the contract payment hereunder. OWNER hereby releases the ARCHITECT from any liability above such amount and such amount shall be the **sole and exclusive remedy** to OWNER.

7. INSURANCE

The Architect agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ARCHITECT agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the ARCHITECT) provided the premiums for additional insurance are reimbursed by OWNER.

8. INDEMNIFICATION

It is understood and agreed that, in seeking the professional services of the ARCHITECT under this Agreement, OWNER may be requesting the ARCHITECT to undertake uninsurable obligations for OWNER's benefit involving the presence or potential presence of hazardous substances. Therefore, except for activities resulting from the actual or alleged generation, transportation, storage, or disposal of pollutants by ARCHITECT or the ARCHITECT arranging for the transportation, storage or disposal of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed) the ARCHITECT shall, subject to the limitation of liability contained in Section 6, indemnify the OWNER for any loss or damage solely caused by the professional negligence of the ARCHITECT in performance of the services under this Proposal or any related Agreement.

With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in this Section 8, above, and to the extent the same are not covered by the insurance maintained by the ARCHITECT, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ARCHITECT and its employees, independent professional associates, subconsultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the Architect's services under this Agreement including, but not limited to, the ARCHITECT's professional negligence.

If, as a result of any negligent errors, omissions or acts, for which ARCHITECT has legal liability, the OWNER incurs an accumulation of excess costs over \$20,000 of the actual project construction cost, ARCHITECT shall, subject to the Limitation of Liability contained in Section 6, bear the burden of such accumulation of excess costs over said \$20,000; provided, however, said accumulation of excess costs shall not include any improvement or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent errors, omissions, and acts of ARCHITECT and (2) an estimate of what such costs would have been at the date of this Proposal or any related Agreement. Accordingly, ARCHITECT shall have no liability for any such excess costs which are less than \$20,000 of the actual project construction cost.



9. GRATUITIES

The ARCHITECT represents that no gratuities (in the form of the entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the OWNER with a view towards securing this Agreement or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

10. CONFIDENTIALITY

The ARCHITECT shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the ARCHITECT or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ARCHITECT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

11. REUSE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of the Project and the ARCHITECT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or project-specific adaptation by the ARCHITECT will be at the OWNER's sole risk and without liability or legal exposure to ARCHITECT or its subsidiaries, independent professional associates, subconsultants and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse. Any such verification or project-specific adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by OWNER and the ARCHITECT.

12. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory; the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code. Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ARCHITECT. The ARCHITECT's acknowledgment of receipt of any purchase order, requisition, notice or authorization, or the ARCHITECT's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

13. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of ARCHITECT.

14. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ARCHITECT.

-END OF ITEMS



STATE OF MAINE ARCHITECTURAL PROJECTS, RECOMMENDED SCHEDULE OF FEES

| New Construction Cost | A Scale | B Scale | C Scale |
|-------------------------------|----------------|----------------|----------------|
| \$ 50,000. and below | 10.0 | 11.0 | 12.0 |
| \$ 50,000. to \$ 99,999. | 9.5 | 10.5 | 11.5 |
| \$ 100,000. to \$ 149,999. | 9.2 | 10.2 | 11.2 |
| \$ 150,000. to \$ 199,999 | 8.9 | 9.9 | 10.2 |
| \$ 200,000. to \$ 299,999. | 8.5 | 9.5 | 10.5 |
| \$ 300,000. to \$ 399,999. | 8.2 | 9.2 | 10.2 |
| \$ 400,000. to \$ 499,999. | 8.1 | 9.0 | 10.0 |
| \$ 500,000. to \$ 749,999. | 7.8 | 8.8 | 9.9 |
| \$ 750,000. to \$ 999,999 | 7.6 | 8.5 | 9.6 |
| \$ 1,000,000. to \$1,499,999. | 7.3 | 8.3 | 9.3 |
| \$ 1,500,000. to \$ 1,999,999 | 7.1 | 8.1 | 9.1 |
| \$ 2,000,000. to \$ 2,499,999 | 7.0 | 8.0 | 9.0 |
| \$ 2,500,000. to \$ 2,999,999 | 6.9 | 7.9 | 8.9 |
| \$ 3,000,000. to \$ 3,999,999 | 6.8 | 7.8 | 8.8 |
| \$ 4,000,000. to \$ 4,999,999 | 6.7 | 7.7 | 8.7 |
| \$ 5,000,000. to \$ 6,999,999 | 6.5 | 7.5 | 8.5 |
| \$ 7,000,000. to \$ 8,999,999 | 6.3 | 7.3 | 8.3 |
| \$ 9,000,000 to \$10,999,999 | 6.1 | 7.1 | 8.1 |
| \$11,000,000 to \$14,999,999 | 6.0 | 7.0 | 8.0 |
| \$15,000,000 to \$19,999,999 | 5.9 | 6.9 | 7.9 |
| \$20,000,000 to \$29,999,999 | 5.8 | 6.8 | 7.8 |
| \$30,000,000 to \$50,000,000 | 5.7 | 6.7 | 7.7 |
| Remodel/Renovations Add: | +2.0% | +2.5% | +3.0% |

Note: Fees to be negotiated independently beyond the limits of this schedule.

Building Complexity Examples

A Scale: For structures of simple architectural character such as: Warehouses, garages, Parking, structures, hangers, loft Buildings

B Scale: For structures of usual architectural character such as: Office building, Institutional building, schools, dormitories, college building (except special purpose laboratories and clinics armories)

C Scale: For structures of individual or specialized architectural character such as: Libraries, communications building including radio and TV studios, clinics, Laboratories, health centers, theatres (performing arts)

The above fees are based on the cost of construction and apply to lump sum, single contractor contracts. Where separate contracts are involved or where the construction is to be performed on a cost plus fee basis, an additional charge should be negotiated. When new additions are combined with alterations to an existing building, the fee should be adjusted based on value proportionately in accordance with the schedule. For multiple and different uses occurring in a single building, the fee may be adjusted proportionately to each occupancy. The fee for multiple or repetitive units, employing one or more repeated basic unit plans should be negotiated.

Note: Fees listed above do not include: Zoning/Planning Board and Submission/Approval. Should these services be required, we will provide a separate all-inclusive proposal.

Request for Proposals

Town of Thomaston, Maine

DESIGN OF SIDEWALKS

Booker Street, Brooklyn Heights Road, Erin Street, Valley Street and Watts Lane

March 13, 2023

General Information

The Town of Thomaston is planning the construction of several new sidewalks and is seeking engineering services for the design, bidding, and construction inspection. As shown on the attached map the project will include sidewalks on Booker Street (2,400 feet), Brooklyn Heights Road (950 Feet), Erin Street (1,800 feet), Valley Street (750 feet) and Watts Lane (1,000 feet).

Two copies of your proposal must be received at the Town Office at 13 Valley Street prior to 4:00 p.m. on April 7, 2023. Electronic submissions to jfancy@thomastonmaine.gov will be accepted but the Town will NOT be responsible for internet issues or delays.

All questions regarding this proposal should be directed to:

John Fancy
Project Manager
13 Valley Street
Thomaston, ME 04861
jfancy@thomastonmaine.gov
354-2136 office
691-3566 cell

or

Brandon Allen
Public Works Director
13 Valley Street
Thomaston, ME 04861
ballen@thomastonmaine.gov
354-2478 office
691-1316 cell

The Town reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to negotiate with any consultant that it may deem to be in the best interest of the Town.

Background

These projects are based on the recommendations made in the Sidewalk Evaluation Report done by Dirigo Engineering in 2008 and updated in 2022 and the Parks and Trails Master Plan done by Regina Leonard and Landmark Engineering in 2001.

Each of these projects are discussed in detail below:

Booker Street: This street has no sidewalk north of Valley Street. A lot of pedestrians use this street and are forced to walk in the paved area. It also sees a lot of children walking to and from school. The street has little pitch and drainage will have to be part of the design. The sidewalk will be on the east side of the street and will be approximately 2,400 feet long beginning at Valley Street and going to Thomas Street.

Brooklyn Heights Road: This is a major secondary road and has no sidewalk and with heavy traffic creates unsafe walking conditions. Beginning at the south end of the bridge over the St. George River the proposed sidewalk would go up a fairly steep grade approximately 950 feet on the east side of the road to Bobolink Lane and the Brooklyn Heights apartment complex. The road is in a cut on the east side as it goes up the hill and earthwork will extend beyond the right-of-way requiring construction, and possibly permanent, easements. This is a Maine Department of Transportation (MaineDOT) road and the design will have to be approved by them before it can be put out to bid.

Erin Street: There is no sidewalk on the upper 1,200 feet of this street and the existing section from Main Street to the end is narrow and in poor shape. This section needs an overlay to bring it to a width of 5-feet. The new section has an old water main under where the sidewalk will go and design should be coordinated with the Main Water Company who will be responsible for replacement of the main either as part of the sidewalk project (with them paying their share) or by Maine Water prior to the sidewalk being built.

Valley Street: This is part of the proposed School Loop Project outlined in the Parks and Trails Master Plan. There is currently a painted sidewalk on the south edge of the street that is unsafe for both children and adults. This project has been accepted under the MaineDOT Bicycle and Pedestrian Funding Program. A preliminary design report has been done as part of the application for funding and that is available for viewing. This project will be bid with the Watts Lane sidewalk.

Watts Lane: This is part of the proposed School Loop Project outlined in the Parks and Trails Master Plan. There is currently a painted sidewalk on the west edge of the street that is unsafe for both children and adults. This project has been accepted under the MaineDOT Bicycle and Pedestrian Funding Program. A preliminary design report has been done as part of the application for funding and that is available for viewing. This project will be bid with the Valley Street sidewalk.

NOTE: Each of these projects must be designed such that it can be bid independently or in combination with one or more others. A common set of specifications shall apply to all the individual projects. The specifications should follow the MaineDOT specifications for sidewalk construction.

Services to be Provided

The firm selected will be responsible to work with the Town to identify an engineering design for each sidewalk project that will be long lasting, economical to construct and economical to maintain. Specifically, to provide a design that:

- Incorporates asphalt curbing where curbing is needed and a minimum of 4 inches of asphalt surface with a minimum of 5-foot width.
- All sidewalks shall be ADA compliant.
- A minimum of utility pole disturbance but keeping within the existing right-of-way whenever possible.

- Allows adequate storm water drainage. In some cases, this may require including storm drainage as part of the design and construction.
- Improves the appearance of the area.
 - Consider an esplanade between curb and sidewalk were possible.
 - Blend proposed grade into existing property (temporary construction easements may be necessary).
 - Identifies any utility pole conflicts and recommends location for utility poles giving minimum impact.
- Preserves and improves the historical nature of the neighborhood.
- The ends of all proposed sidewalks should connect physically with any existing sidewalks (if the proposed sidewalk begins or ends at a cross road that has an existing sidewalk connection or crosswalk including with ADA compliant tip downs must be part of the design).

Additional services include:

- Estimated cost of project (bidding, construction, and miscellaneous costs).
- Identify any permits required.
- Hold at least one neighborhood public meeting to explain the project and answer questions.

Information to be Submitted in the Proposal

1. A written description of the firm's understanding of the services requested and the overall approach.
2. Brief description of the firm and its experience with similar projects.
3. A schedule for completion of the preliminary engineering report.
4. Identify key staff members that will work on the project and briefly describe their qualifications.
5. Identify any subcontractors that will work on the project and briefly describe their qualifications.
6. Proposed engineering fees and total cost for the engineering for each project.

Proposal Evaluation

The Town shall evaluate each proposal according to the following criteria:

1. The firms experience with projects of similar size and scope.
2. The qualifications of key personnel assigned to the project.
3. The qualifications of subcontractor's personnel assigned to the project.
4. The overall approach and plan to complete the project in an efficient and effective manner.
5. Any special capabilities the consultant could contribute to the project.

Town of Thomaston

SIDEWALK PROJECTS

Engineering Companies that are on the MaineDOT approved list for sidewalk/trail projects:

Gorrill-Palmer Consulting Engineers, Inc.
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106

<http://www.gorrillpalmer.com>
Don Ettinger, PE
dettinger@ gorrillpalmer.com

Pine Tree Engineering, Inc.
53 Front Street, #2
Bath, ME 04530

<http://www.pte-maine.com>

pte@pte.com

Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, ME 04106-696

<http://www.sebagotechnics.com>
Steve Sawyer, PE
ssawyer@sebagotechnics.com

Stantec Consulting Services, Inc.
482 Payne Road
Scarborough, ME 04074

<http://www.stantec.com>
David Dargie, PE
dave.dargie@stantec.com

T.Y. Lin International
12 Northbrook Drive, Building A, Suite 1
Falmouth, ME 04105

<http://www.tylin.com>
Kevin Ducharme, PE
kevin.ducharme@tylin.com

Haley Ward, Inc.
One Merchants Plaza, Suite 701
Bangor, ME 04401

Drew Olehowski, PE
Office (207) 989-4824

GROUND LEASE

This Ground Lease (“Lease”) is made and entered into by and between The Town of Thomaston, a municipal entity, having an address at 13 Valley St. Thomaston, ME 04861, hereinafter referred to as “Landlord,” and Maine RSA #1,, a Maine corporation, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as “Tenant.”

WHEREAS, Landlord is the fee owner of property with an address of 68 Annabelle Lane located in the Town of Thomaston, County of Knox, State of Maine legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord’s Parcel for Tenant’s use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the “Option”) to lease from Landlord the following described parcel (the “Leasehold Parcel”):

Approximate dimensions: 100x100

Approximate square footage: 10,000

Legal descriptions of the Landlord’s Parcel and the Tenant’s Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the “Tests”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as “Governmental Approvals”), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord’s title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant’s Permitted Use (as hereinafter defined), all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect

or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of twelve-hundred dollars (\$1,200.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional twelve-hundred dollars (\$1200.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
 - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
 - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises."

Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to twenty (20) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of twelve-hundred dollars (\$1200.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten percent (10%) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services"

shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: 444750
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, maintenance of the access road only to the extent needed for use by for four wheel drive vehicles, and if applicable, snow removal if Tenant has exclusive control over its access road. Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
- (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with

any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such

failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at

the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants a limited power of attorney to prepare execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, and or building permits.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground Improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if

any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.
25. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT:

Maine RSA #1
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD:

Town of Thomaston
13 Valley St.
Thomaston, ME 04861
Ph. (207) 354-6107

26. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
27. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
28. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
30. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
31. Modifications. This Lease may not be modified, except in writing signed by both parties.
32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
33. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a rent equal to one hundred-ten percent (110%) of the Rent payable immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or

extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

34. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
35. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
36. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
37. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
38. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.
39. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.
40. Landlord Tower Space. So long as Landlord enters into, and is not in default of, a co-location agreement in substantially the same form as the one attached hereto as Exhibit "C". with Tenant as Licensor and Landlord as Licensee, Tenant agrees to allow the Landlord to install and maintain wireless radio and video equipment and coaxial lines, or the equivalent, at no more than one attachment location on the tower as approved by the Tenant and for the purposes of fire and police communications provided that such Village equipment shall not cause any interference or conflict with the operations and improvements of the Tenant. Prior to installing any such equipment, the Landlord shall provide notice and plans to the Tenant for its engineering approval.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name: Thomaston DT

Site Number: 444570

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD:
Town of Thomaston

TENANT: Maine RSA #

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF MAINE

COUNTY OF KNOX

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person acknowledged that _____ signed the said Lease as _____ free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires_____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

My commission expires_____

Exhibit A

Legal Descriptions

To be inserted from the DEED

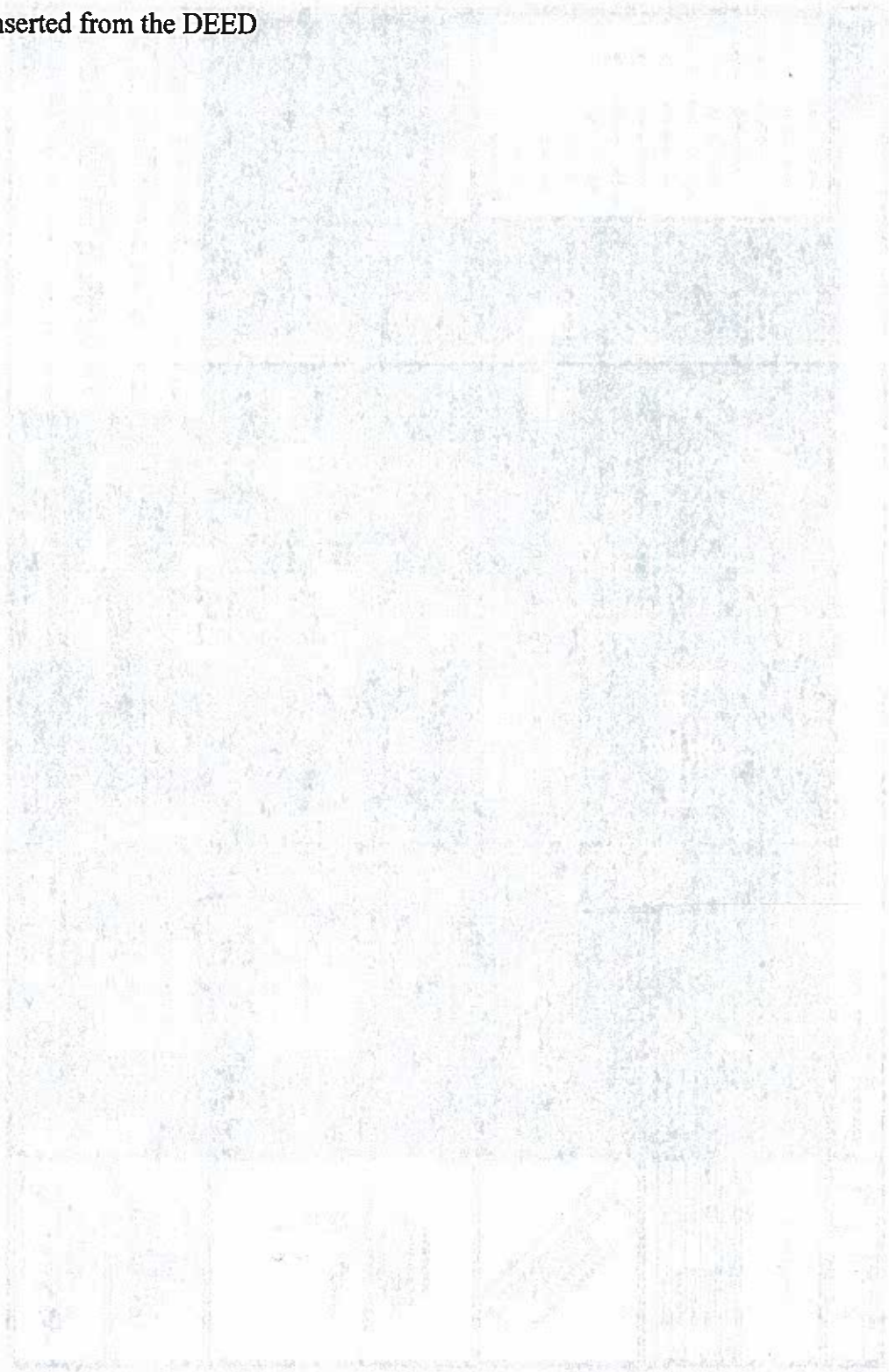


Exhibit C

TOWER AND GROUND SPACE LICENSE AGREEMENT

THIS TOWER AND GROUND SPACE LICENSE AGREEMENT (the "License Agreement") is made and entered into on _____ by and between **Maine RSA #1, Inc.**, a Maine corporation, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 ("Licensor"), and **Town of Thomaston**, a municipal entity, having a principal place of business at 13 Valley Street, Thomaston, Maine 04861 (hereinafter referred to as "Licensee").

WHEREAS, Licensor has a leasehold interest in certain real property located at Tower Site E911 Street Address, Town of Thomaston, in Knox County, Maine, at coordinates Latitude North, Longitude West (the "Site"). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the "Tower") for the placement of Licensee's antennas, cabling and ancillary equipment (the "Tower Space") as well as certain space on the ground adjacent to the Tower (the "Ground Space") for Licensee's cellular common carrier mobile radio telephone base station equipment, collectively the Tower Space and the Ground Space shall be referred to hereinafter as the "Licensed Space".

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the tower with equipment breakdown as confirmed by application and structural at a centerline height of centerline in text feet (###) above ground level, all as more particularly described in Exhibit B attached hereto and incorporated herein, oriented in such directions as shall be in accordance with Licensee's needs, subject to existing attached devices of other users.

(b) Occupy up to ground space sq. ft. in text (###) square feet of ground space adjacent to the Tower with Licensee's cellular common carrier mobile radio telephone base station transceiver and associated equipment upon a poured concrete foundation, as shown in attached Exhibit C. Licensee's cabinet, transmission lines, radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto, shall be collectively referred to as "Licensee's Equipment."

- (c) Extend and connect lines for signal carriage and amplifier power between Licensee's antennas upon the Tower and Licensee's Equipment upon the ground;
- (d) Extend and connect utility lines and related infrastructure between Licensee's Equipment and suitable utility company service connection points;
- (e) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.
- (f) Licensor's right of access to the Site is an easement granted in the underlying Prime Lease dated Prime Lease FE Date between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site; and

2. Improvements and Purpose.

- (a) Use. Licensee shall be permitted to use the Site and the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.
- (b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed site plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower and the Site, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used at the licensed Site. Licensee shall not install any equipment or commence any work on the Tower or Site until Licensor approves, in writing, Licensee's site plan, plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's site plan, plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower or the Site.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower and the Site shall be limited to the portion of the Tower structure for which Licensee has been granted a license and the portion of the Site for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's Equipment or other portions of the Tower or the Site.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the tower and the Site shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower and the Site or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing on the earlier of (i) the first day of the month after the date on which Licensor issues a Notice to Proceed with Licensee's installation or (ii) Calendar Month 1, 202__ (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for five (5) additional terms of five (5) years each. This License Agreement shall automatically renew unless Licensee shall notify Licensor, in writing, of Licensee's intention not to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of Zero Dollars (\$0.00) per month.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower and the Site free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or the Site or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower or the Site as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower

or the Site or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor, in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorney's fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Site; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Site, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower or the Site.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower or Site shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high-quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work

to be performed to Licensor for Licensor's written approval (Licensee shall not be required to submit to this requirement with regard to any such work which will occur inside Licensee's base station building or Licensee's cabinet located at the Site) to Network Operations Center at (800) 510-6091; email: NOCCM@uscellular.com. Licensor shall have the right to approve the plans, specifications and any contractor(s) performing work on Licensee's behalf prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, such approval not to be unreasonably withheld, conditioned or delayed. Unreasonably withheld, conditioned or delayed shall not include, and may not be limited to, any requirement by Licensor to complete a tower mapping, structural analysis or any other similar study and the recommended modifications to the tower based on those studies. Licensee shall have twenty-four (24) hour access seven days per week for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours' notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower or Site has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower or the Site.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower or the Site causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment, the Tower, or the Site that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation,

equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower, the Site, and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower, and the Site, and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's Equipment") at the Site does not cause radio frequency exposure levels of all the existing equipment located at the Site and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Site to bear the same responsibility.

(b) If it is determined that the radio frequency levels at the Site and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment at the Site.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Site in non-compliance, Licensee will cooperate with Licensor and other users of the Site to bring the Site into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Site into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower or Site.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000.00) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000.00). The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower and the Site caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower and the Site in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower or the Site within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon one hundred eighty (180) day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements and assume Licensor's obligations at the Site. THIS 180-DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE SITE.

21. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

22. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower and the Site are permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower and the Site are temporarily taken or condemned in their entirety or in the event a portion of the Tower or the Site is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt

of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

23. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

29. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

30. Environmental.

(a) Definitions: For purpose of this License, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability

Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) **Duty of Licensee:** Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Licensed Space if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from, time to time as Licensor may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Licensed Space.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) **Effect of Mutual Indemnification:** The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement, the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

31. **Relationship of License Agreement to the Prime Lease.** The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee

Site Name: Thomaston DT

Site Number: 444570

License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

37. Each party agrees that the execution and delivery of this Document Type by facsimile or electronic signature shall be legal and binding and shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signature as evidence of the execution.

[END OF LICENSE AGREEMENT - SIGNATURE PAGE TO FOLLOW]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Tower and Ground Space License Agreement as of the day and year first above written

LICENSEE

Town of Thomaston

LICENSOR

Maine RSA #1, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Exhibit A

(Insert Legal Description of Tower Site and Easements)



Exhibit B

**US Cellular
Tower Co-Location Application Form**

| | | | |
|---|----------|--|----------|
| Applicant: _____ RF Engineering Contact: _____ Contact's Phone #: _____ Applicant Site Name: _____ Applicant Site Number: _____ | | USCC Site Name: _____ USCC Site Number: _____ Market Name: _____ | |
| Latitude (fted 27): _____ Longitude (fted 27): _____ Existing Structure Type: _____ | | Ground Elev. (in feet): _____ Tower Height (in feet): _____ | |
| Antenna Characteristics * Note: If site reserved for mixed configuration, complete Section 1 only. | | | |
| | Sector 1 | Sector 2 | Sector 3 |
| Desired Feed Center (Feed A/B/C) Antenna Capacity Antenna Manufacturer Antenna Model (Please attach spec. antenna) Weight (per antenna) Antenna Height Antenna Path (dB) Antenna Azimuth Mounting Type | | | |
| Modulation Type (e.g. GSM, TDMA, PHS, etc) Transmitted Frequency (MHz) Receiver Frequency (MHz) Total Number of Coax Runs for all Sectors Coax Diameter Weight of Coax per Run Manufacturer of Coax Total Number of Coaxess Ordered for Site Desired ERP (multi-channel): _____ | | | |
| Antenna (micro-wave) * Note: If micro-wave dish is of grid type, please specify under Diameter. | | Outdoor Radio Equipment Manufacturer: _____ Model: _____ | |
| Desired Radiation Center (Feed A/B/C): _____ Antenna Capacity Antenna Manufacturer Diameter Number of Runs of Coax Coax/Wireless Diameter Weight of Coax per Run Manufacturer of Coax Transmitted Frequency Receiver Frequency Modulation Type Channel Band Width | | Outdoor Radio Equipment Manufacturer: _____ Model: _____ Outdoor Radio Equipment Manufacturer: _____ Model: _____ Shelter Information Concrete Shed Dimensions: Floor Reinforcement: Shelter Manufacturer: Shelter Dimensions: | |

Approval: To be completed by USCC only.

Real Estate: _____
 RF Engineer: _____
 PIC: _____
 NOM: _____
 DOND: _____

Date: _____
 Date: _____
 Date: _____
 Date: _____

Exhibit B (Continued)

Exhibit C

(Insert Site Layout from Licensee CDs)

Town of Thomaston

Select Board

Minutes

October 24, 2022

Board Present: Bill Hahn, Pete Lammert, Sandy Moore, Zel Bowman-Laberge, Town Manger Kara George, Recording Secretary Donna Culbertson. **Absent:** Diane Giese.

Public Present: Mary Griffin, John Fancy, John Burns, Christine Simmonds, Peter Jenks.

Meeting called to order at 6pm by Vice-Chair Bill Hahn.

PUBLIC HEARINGS:

A. Review the application of Knox Museum for the consideration of serving alcohol at the Holiday Open House on December 21, from 6-9pm, pursuant to MRS Title 28-A, Section 653.

ACTION: Motion to enter Public Hearing at 6:02 p.m. made by Pete Lammert, seconded by Zel Bowman-Laberge. VOTE: 4-0.

ACTION: Motion to exit public hearing at 6:04 p.m. made by Pete Lammert, seconded by Sandy Moore, VOTE: 4-0.

ACTION: A motion was made by Pete Lammert and seconded by Zel Bowman-Laberge to approve the application of the Knox Museum. VOTE: 4-0

B. Review the catering permit applications for the Block Saloon for events at Watts Hall 11/19/22, 2/2/22, and 12/3/22, pursuant to MRS Title 28-2, Section 653.

ACTION: Motion to enter Public Hearing at 6:04 p.m. made by Pete Lammert, seconded by Zel Bowman-Laberge. VOTE: 4-0.

ACTION: Motion to exit Public Hearing at 6:05 p.m. made by Pete Lammert, seconded by Zel Bowman-Laberge. VOTE: 4-0.

ACTION: Motion to approve the catering permit applications for the Block Saloon made by Pete Lammert, seconded by Sandy Moore, VOTE: 4-0.

8. NEW BUSINESS

A. Presentation from Cliff Dacso of Knox Clinic seeking support from Thomaston for the National Science Foundation Proposal.

Cliff Dacso presented the National Science Foundation proposal. The program focuses on early detection of chronic disease decompensation in heart failure. If a pilot study is performed there will be no cost or liability to the Town of Thomaston.

ACTION: Motion made by Zel Bowman-Laberge to approve the Town Manager to write a letter of support, seconded by Pete Lammert. VOTE: 4-0.

B. Consider approving the proposal from Quixada Moore-Vissing of Public Engagement Partners to provide a training session for town employees and local governance (Select Board and Planning Board) on civility, collaboration, listening, facilitation, and conflict resolution skills.

ACTION: Motion made Zel Bowman-Laberge, seconded by Pete Lammert to approve the proposal from Public Engagement Partners. VOTE: 4-0.

C. Discuss the sidewalks and parking on Watts Lane per the request of resident Peter Jenks.

Peter Jenks expressed his concern over the lack of a sidewalk on Watts Lane for the kids and parents to use. The children are walking in the road to get around vehicles. They sometimes dart out from behind another car. This is very unsafe. Can signs or a sidewalk be installed to help with the situation. Brandon Allen and John Fancy will meet to put something together. This is part of the Safe Routes to School Program. A meeting will be scheduled with the school principals to discuss. A patrol officer will be stationed at each school both mornings and afternoons.

ACTION: Motion made by Sandy Moore, seconded by Pete Lammert to place signs on Watts Lane and have John Fancy and Brandon Allen investigate adding sidewalks. VOTE: 4-0.

D. Consider for approval the expenditure of up to \$11,000 from Economic Development Funds for heat pumps at Watts Block per the request of the Watts Block Trustees.

Bill Hahn stated that the new heat pumps would heat the old town office location. Blueberry Moose is closing. Two new leases have been drawn up for new tenants opening businesses in the spring. Heating costs would be paid by the tenants.

ACTION: Motion made by Zel Bowman-Laberge to approve \$11, 000 from Economic Development funds, seconded by Sandy Moore. 3-0-1. (Pete abstained).

E. Review for approval the Thomaston Municipal Building Sleeping Quarters Policy.

The sleeping quarters provides space to all First Responders (Police and EMS) during storm events with 4 single beds located in 2 different rooms. The "General Housekeeping" language of the policy has been amended. It is unlikely the Fire Department would use the space. Changes to the security system will have to be made. The hall door going into that area will always be locked.

ACTION: Motion made by Zel Bowman Laberge, seconded by Sandy Moore to approve the policy as amended. 3-0-1. (Pete Lammert abstained.)

F. Discuss the Herring Gut Coastal Science Center zoom meeting. "Your Dog's Poo in the Big Blue," on Tuesday, October 25th from 7-8pm.

Sandy Moore recommended everyone attend the Zoom meeting from Herring Gut Coastal Science Center. In Thomaston, dog poop is a problem at Mill River Park. John Fancy said that Bryans Brook water test came back negative for fecal bacteria. Dave Taylor from the GRRSM Committee is waiting for DNA testing to come back. This testing is more detailed than the one done by John Fancy.

It was suggested that tickets are given out when someone is caught not picking up after their dog. It's unclear how to patrol the areas effectively. If someone is fined more than 3 times, then they are banned from that area with their dog. Sandy suggested additional trash barrels and poop bag stations. Police Chief Tim Hoppe suggested a civil action against repeat offenders.

G. Discuss rescheduling the Thomaston Green Workshop Presentation that was scheduled for Wednesday, November 9th to December.

Zel Suggested Matt Eddy put a presentation together in writing so that people not able to attend can have something to review. Bill Hahn suggested they hold the date until Sandy Moore is back to discuss.

9. OLD BUSINESS

A. Discuss the U.S. Cellular tower project per John Fancy.

John stated the project would need voter approval at a town meeting. U.S. Cellular wants to move ahead with the proposed tower installation. The cell phone service is inadequate in this area. The project would also allow our first responders repeater to be placed on the tower at no charge. Tim Hoppe suggested tree removal would benefit the tower. Zel was concerned that the Town would incur expenses that are private developer expenses. The Town will not be responsible for any of the costs. John Fancy stated that before anything was decided, there would be a news release and a public hearing. The Knox/Water Street project will also be included on a town meeting warrant. John Fancy asked the Board if they would support a Special Town Meeting.

4. APPROVE THE WARRANTS

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to approve the warrants. VOTE 4-0.

6. TOWN MANAGER'S REPORT (See attached.)

7. TOWN BOARDS AND COMMITTEES UPDATE

Sandy Moore stated that the Garden Club planted over 50 bulbs in the planters on Main Street and other areas.

Zel Bowman-Laberge noted that the OHSTT Transfer Station project has broken ground and renovations have begun.

ACTION: Motion to adjourn made by Pete Lammert, seconded by Zel Bowman-Laberge. VOTE: 4-0.

Vice-Chair Bill Hahn

Recording Secretary Donna Culbertson

What are the concerns of LD290?

- 1) MMA's position is that the 10-year residency requirement is unconstitutional, and it does not align with the Homestead Exemption in any way. Every other tax program is due April 1st except, LD290, which is due December 1st.
- 2) The 10 year residency requirement is not consecutive and will be difficult to determine. For example, a resident that lived in Maine in 1990 for 3 years, moves away for 4 years, then moves back for another 7 years, and so on.
- 3) There are no income limits or asset limitations. So potentially, the resident on a modest income living in a mobile home will be subsidizing this program for the resident living in the mcmansion.
- 4) The state says they will reimburse municipalities for 100% of the program; however, by law the state is only required to reimburse municipalities a minimum of 50%. This is a very unpredictable situation for municipalities when reimbursement to towns is very politically based on who is in office. We have seen state revenue sharing dwindle with other administrations.
- 5) The program freezes the resident's property tax rate to the previous tax year rate, but must be applied for annually on December 1st each year. If the resident doesn't reapply, then the tax rate will revert to the current year's tax rate. This is very unlike the homestead exemption that is only applied for once. It's also most definitely a nightmare for tax assessors for those residents that don't remember to reapply and suddenly have their taxes jump substantially.
- 6) If the Town has a year that the tax rate goes down and it is less than the mil rate lock-in by the resident on this program, then the resident will always get the lowest rate.
- 7) Residents will be able to make substantial improvements to their properties that will increase their assessments. However, if they are signed up for this program, it doesn't matter if they renovate their whole house. They will still only pay the tax rate they locked-in at. Another example given by the MSCC is that a resident could by a mobile home assessed at \$80,000, live at that property for a year, lock-in at the frozen tax rate, sell the property, and buy an \$800,000 assessed home in another town. They will still only be taxed the same rate they locked in at with the mobile home because this program is transferrable to any Maine town you live in.

I encourage everyone to read more about this new law. I am going to draft a letter to send to Kate Dufour at MMA, who represents municipalities at the legislative level. There are many uncertain implications, but most of all, there will be huge budget impacts that will effect all tax payers by fiscal year 2024 if this law is not amended.

10/21/22

Midcoast Municipal Association Meeting

Other:

State Valuation

The State of Maine Revenue Services announced the proposed 2023 state valuation for Thomaston. The 2023 valuation is \$455,750,000, an increase of \$67,000,000 or 17.23%. This is based on a sales-ratio study that measures the assessed value of recently sold properties relative to their selling price. The State Valuation determines how much State Revenue Sharing we receive, and how much Thomaston pays towards education and county taxes. It is undetermined at this time what the full impact of this increase is going to mean to Thomaston's budget.

Locked-in Fuel Bid

On Friday, October 14th, we sent out a request for bids for heating fuel to 3 companies after contacting 6-7 fuel businesses in the area. Of those 3, we received 2 bids back from Maritime Energy of \$3.91/gallon and Dead River at \$3.95/gallon. We locked-in with Maritime Energy at \$3.91 per gallon. Maritime Energy notified us that they would no longer be locking prices in for the season starting on Oct. 19th due to the volatile market. The price we were given to lock-in at was good for 30 minutes. Last year we locked in at \$2.10/gallon. We have approximately \$20,000 in the as signed fund for heating fuel from past years' budgets, which we will need to tap into this year to cover the increase.

Town of Thomaston
Select Board Minutes
December 5, 2022

EXECUTIVE SESSION 5 P.M.

Pursuant to MRS Title 1, §405 (6A), to review a personnel matter.

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

ACTION: Zel Bowman-Laberge made a motion, seconded by Bill Hahn to enter executive session at 5 p.m., pursuant to MRS Title 1, §405 (6A), to review a personnel matter. VOTE: 5-0

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

REGULAR MEETING 6 P.M.

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

Public Present: Charlie Grover, John Fancy, Ed Harris, Joanne Richards, Anson Norton, Kate (Thomaston Café), Tim Hoppe, Chris Hansen, Thomas Turansky, Robert Armstrong, Brandon Allen, Melissa Stevens.

PUBLIC HEARING:

Review the application of Saybelle Corp D/B/A/ Thomaston Café for the consideration of an on-premises license to sell Malt Liquor, Wine and Spirits at the property located at 54 Main Street as required by Section 653 Title 28-A of the Maine Revised Statutes.

ACTION: Motion to enter into Public Hearing at 6 p.m. made Bill Hahn, seconded by Pete Lammert. VOTE: 5-0.

ACTION: Motion to exit Public Hearing made by Bill Hahn, seconded by Zel Bowman-Laberge. VOTE: 5-0.

ACTION: Motion made by Pete Lammert, seconded by Bill Hahn to approve Thomaston Café's on-premises license. VOTE: 5-0.

ACTION: Motion made by Bill Hahn, seconded by Zel Bowman-Laberge to accept the Breen motion and take the agenda out of order. VOTE: 4-0-1. Pete abstained.

10. NEW BUSINESS

A. Confirm the appointment of Edgar "Ed" Harris as Assistant Pollution Control Superintendent.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to approve Ed Harris's appointment. VOTE: 5-0.

B. Consider the requests of non-residents Thomas Turansky and Robert Armstrong to remain active members of the Thomaston Harbor Committee.

ACTION: Motion made by Bill Hahn, seconded by Sandy Moore to approve Thomas Turansky and Robert Armstrong to stay on the Thomaston Harbor Committee. VOTE: 5-0.

C. Accept with regret the resignation of Schlomit Auciello from the Harbor Committee.

ACTION: Motion made by Zel Bowman-Laberge to accept with regret the resignation of Schlomit Auciello, seconded by Bill Hahn. VOTE: 5-0.

ACTION: Motion made by Bill Hahn, seconded by Sandy Moore to move Joseph MCGeedy to a full-time member of the Harbor Committee. VOTE: 5-0.

D. Approve the annual appointment of Melissa Stevens as Voter Registrar.

ACTION: Motion made by Zel Bowman-Laberge to appoint Melissa Stevens as Voter Registrar. VOTE: 5-0.

E. Accept with regret the resignation of Diane Giese from the Academy Board of Trustees and the Library Board of Trustees.

ACTION: Motion made by Zel Bowman Laberge to accept the resignations of Diane Giese with regret, seconded by Bill Hahn. VOTE: 4-0. (Diane abstained).

F. Review the School Loop-Sidewalk Path Project per John Fancy.

The project provides more walking trails behind the Town Office. The downtown walking trails can connect to the other trails in Town like Maurice Avenue, Watts Lane and others connecting to the school. John Fancy and Kara George are working with MDOT for funding. This would fall under the Safe Routes to School program. The funding would be for the sidewalks may not be available for the trails. Funding requires a 20% match. This would be contracted out if funded by MDOT. The Thomaston Conservation Commission has helped upgrade the trails. Trails abutting the school could be used for the school cross country meets. This trail could not be used by the public during school hours.

G. Discuss a Hazardous Waste Collection Day and budget for the event.

A tentative date of July 15, 2023, has been set for a Hazardous Waste Collection Day. The event will be sponsored by the three towns (South Thomaston, Thomaston, and Owis Head). The event will cost \$15,000 to sponsor, and ARPA (American Rescue Plan Act funds) money could be used for such an event. All three towns' contributions are as

follows: South Thomaston \$5,000, Thomaston \$10,000 and Owls Head \$5000. goal is to make it an annual event.

H. Update on American Rescue Plan Act (ARPA) Funds.

The Board discussed public notice to such organizations like Meals on Wheels, oil companies, and local churches, Good Neighbor Program, schools, and library for charitable funds.

I. Review the Economic Development Committee recommendation for Major Capital Projects.

Adopt the four Major Capital Projects as top priority. TIF funds are available. (See attached list.)

ACTION: Motion made by Zel Bowman-Laberge to support the recommendations with future planning to use TIF funds. Seconded by Sandy Moore. VOTE: 5-0.

J. Discuss the heating system at Watts Hall per Bill Hahn.

Bill received 2 estimates for heat pump installations at Watts Block. It will cost \$20,000 to install 1 unit with 2 ports. Rock Coast will install and maintain.

ACTON: Motion made by Zel Bowman-Laberge, seconded by Sandy Moore to approve \$10,000 to come from Economic Development for the installation of a heat pump at Watts Block. VOTE: 5-0.

4. Approve the Warrants.

ACTION: Motion made by Zel Bowman-Laberge, seconded by Pete Lammert to approve the warrants.

VOTE: 5-0.

6. Town Manager's Report (See attached.)

7. Town Boards and Committee Updates

Zel Bowman-Laberge gave an update on the OHSTT Transfer Station. Commercial hauling bids were sent out, with no bids submitted yet. The committee may sign a temporary hauling contract.

Conservation Committee update was given by Sandy Moore. The Conservation Commission is working on a presentation for dog waste awareness in Thomaston. The Commission is arranging for educational programs with the local schools. Trails to the schools will be discussed at the next meeting.

There will be a workshop on December 12, 2022, at 6 p.m. to discuss the ARPA funds. Kara will be sending out flyers. The public hearing will be on the December 19th.

ACTION: Motion to adjourn at 7:35 p.m. made by Bill Hahn, seconded by Pete Lammert. VOTE: 5-0

EXECUTIVE SESSION TO FOLLOW

Pursuant to MRS Title 1, §405 (6D), to discuss the Fraternal Order of Police (FOP) collective bargaining agreement.

ACTION: Pete Lammert made a motion, seconded by Zel Bowman-Laberge to enter executive session at 7:37 p.m., pursuant to MRS Title 1, §405 (6D), to discuss the Fraternal Order of Police (FOP) collective bargaining agreement. VOTE: 5-0

ACTION: Sandy Moore made a motion, seconded by Zel Bowman-Laberge to exit executive session at 8 p.m. VOTE: 5-0

ACTION: Zel Bowman-Laberge made a motion, seconded by Bill Hahn to approve the FOP collective bargaining agreement. VOTE: 5-0

Meeting adjourned at 8:00 p.m.

Respectfully Submitted,

Chair Diane Giese

Recording Secretary Donna Culbertson

- 11/14/22-11/18/22** **Influencer Training**
I completed a "Crucial Conversations-Influencer" course. The course teaches leaders how to achieve better results by changing human habits that are difficult to alter—especially those that mire down teams and organizations. Influencer helps to improve relationships and results by identifying and teaching vital behaviors to personal, interpersonal, and organizational wellbeing.
- 11/14/22** **Capitals Project Meeting**
John and I reviewed the major project surveys in preparation for the Economic Development Committee meeting.
- 11/15/22** **General Assistance Appointments-2**
MTCMA Communications Committee
- 11/16/22** **MCOG General Assembly**
I attended the MCOG General Assembly meeting. The Assembly's focus was to divide members into working groups to discuss the future strategic goals for MCOG, which will help the organization best represent all of their municipal members. The three main strategies to come out of this session was "Hub of Excellence"- expanding economic diversity, bringing more federal and state funds to the midcoast region, and addressing housing shortages.
- 11/17/22** **Economic Development Committee**
The Committee reviewed the outcome of the major capital projects list to recommend to the Select Board. Kendray Rodriguez gave an update on projects she is working on in down town.
MCGOG LD2003 Workshop
Rene Dorr and Joanne Richards attended this workshop in-person. I attended it on Zoom. There are still a lot of unknowns with this new law regarding affordable housing. MMA has not issued any guidance on it yet. However, all municipalities are to have their ordinances align with these new laws by July 1, 2023. The Planning Board is currently updating the ordinances.
- 11/18/22** **Midcoast Municipal Association**
I attended the monthly Midcoast Municipal Association meeting. There was a Panel Discussion on the current Status of the Lobster Industry – Kevin Kelly – Director of Advancement for the Maine Lobstermen's Association; Nick Battista – Chief Policy Officer for the Island Institute; Jed Miller – Tenants Harbor Lobsterman. Some communities like Vinalhaven and South Thomaston had meeting warrant articles appropriating funds for legal fees for the Maine Lobstermen's Association (MLA). MLA is fighting the National Marine Fisheries Service (NMFS) on the proposed 10-year North Atlantic Right Whale plan that would essentially eliminate the Maine Lobster industry. The MLA and other associated entities are seeking educational and financial support.
- 11/28/22** **Knox Clinic Meeting**
I met with the Knox Clinic regarding next future steps. They are looking at interim options in hopes of eventually building a whole new facility at the Thomaston Green. Next steps for the Thomaston Green are undetermined at this time. Mat Eddy will be presenting his final report regarding the Green workshops at the next Select Board meeting on December 19th.
Police Chief Meeting
Met with Chief Hoppe in preparation of patrol officer interview and implementing the new schedule.

Town of Thomaston
Major Capital Projects
December 2022

The Economic Development Committee (EDC) has investigated major capital projects that would require significant financial support beyond the normal budgeting process. These projects were suggested in either the Comprehensive Plan, the Parks & Trails Master Plan or the Sidewalk Study. They have selected four of these as the top priority based on their value to the town and the value to its citizens. These are outlined below along with comments on all the projects considered.

Recommended Top Projects

Public Service Building –100%-- This would replace the existing Fire Station with a new building that would serve both the Fire Department and the EMS. This would replace an outdated, undersized and energy inefficient building with a structure that can better meet the increased demand for these types of services. This project was one of the top recommendations in the Community Resilience Self-Evaluation done as part of the Community Resilience Partnership.

Knox-Water Street Resilience Project –86%-- This will completely rebuild the street from Main Street to Wadsworth Street with new underground utilities (as needed), sidewalk and bring the western end and the Water Street Pumping Station to a higher elevation. This is a high priority item in the 2020 Comprehensive Plan approved by the voters. Flooding, from climate change, will cause the street and the wastewater pumping station and surrounding manholes to go under water resulting in pollution entering the St. George River. This project was one of the top recommendations in the Community Resilience Self-Evaluation done as part of the Community Resilience Partnership.

Thomaston North Workforce Housing –86%-- The goal of this project is the development of about 36 living units of affordable housing targeted at people working in the area. The reason for this is the severe shortage of housing for workers in the public safety, manufacturing and retail sectors of the local economy and the unique opportunity the Town has in acquiring land adjacent to the built-up village area. This was the #1 recommendation on the Town Manager's list of goals for 2022 based on the recommendations in the 2020 Comprehensive Plan. This project was one of the top recommendations in the Community Resilience Self-Evaluation done as part of the Community Resilience Partnership.

Infrastructure in TR3 –71%--This would construct the necessary streets and infrastructure to allow the construction of housing in this designated expansion area of the village. This is recommended in the Comprehensive Plan. Possibly extending Booker Street or Maurice Avenue to connect to Beechwood Street. A percentage of any new housing built as a result of this project would have to be workforce/affordable housing. This would help meet a goal on the Town Manager's list of goals for 2022.

12/5/2022 **Sidewalks & Trails Meeting with RSU13**

John Fancy and I met with OMS Principal Colden Golann and TGS Principal Ainsley Riley to discuss the expansion of a sidewalk loop/trails between the Thomaston Municipal Building, the 2 schools, and the Town Forest trails. They both were very supportive of the project and will work with their contacts with RSU13 to provide written letters of support when the Town seeks grant funding.

12/7/2022 **Academy Board of Trustees Budget**

I met with former ABT Chair Chris Farthing to review the Academy budget for next fiscal year. I thank him for all of his contributions during his time on the ABT.

12/9/2022 **Dragon CAP**

Dragon Cement is preparing for winter. Despite winter slowdowns, Dragon typically keeps all staff employed through the winter. Dragon is hiring for various positions and struggles with the labor shortage as many other businesses currently are. They are still reviewing other fuel alternatives. One of these alternatives is old carpeting located in the town of Warren. They are considering solar options to produce electricity power. Dragon received approval from the state of Maine to use up to 10% of limestone in the cement mix, which results in a greener product.

12/28/2022 **General Assistance**

Confidential

1/3/2023 **Building Meeting**

I met with Brandon Allen and Dean Long to review maintenance and care of the Town buildings in preparation of the upcoming budget.

Fire-EMS Building Committee

The Fire-EMS Building Committee met to review the 5 RFQs received for architectural and engineering services. The Building Committee has narrowed the options down to 2 companies. We are waiting to hear back from those 2 companies to coordinate a meeting with the Building Committee and the Select Board.

1/4/2023 **Maine Working Homes**

Maine Working Homes met with John, Diane, and I to discuss progress on the project. MWH is working with Gartley and Dorsky on the design with a proposal of 6 single family homes around a cul-de-sac. We hope to have the closing papers with George C. Hall taken care of by the end of the week, which was the delay on signing the option. MWH hopes to go before the Planning Board in February.

1/5/2023 **Maine Service Centers Coalition Meeting**

I met with the MSCC to review their current budget. Membership has been declining over the last several years, and MSCC is considering collaboration with the Mayor's Coalition.

General Assistance

Confidential

Habitat for Humanities

John, Diane, and I met with Habitat for Humanities to discuss potential future housing projects in Thomaston. Habitat is very interested in coming here. The non-profit has grown substantially over the last several years and are able to turn over a much higher rate of properties than previously.

1/6/2023 EMS Chiefs Meeting

1/9/2023 Midcoast Regional Housing Trust MCRHT Meeting

Other News:

- 1) Budget Meetings Kick Off- January meetings with Department Heads, Boards, and Committee. February-Blocked days to prepare budget. Starting Thursday, March 9th, Budget Committee Meetings will be at 6 pm every Thursday in March.
- 2) Personal Property Tax Collection-Donna Culbertson has sent out letters for all outstanding personal property taxes with guidance from our new auditors. Thomaston has outstanding personal property taxes as far back as 2003. Statutorily, we are not allowed to lien or foreclose on properties with unpaid personal property. Since those letters went out, Donna has collected \$33,713.00 of overdue personal property tax for the Town. Thank you, Donna!
- 3) Reminder: Quixada Moore-Vissing of Public Engagement Partners is scheduled to facilitate training on Wednesday, January 25th from 9:30 am-12pm in the Lura Libby Room. Training is available for employees and Board/Committee members. The training focuses on civility, collaboration, listening, facilitation, and conflict resolution.
- 4) RHR Smith will be attending our next Select Board meeting on January 23rd to present audit findings.
- 5) Missy Stevens has contacted Town Hall Streams to discuss alternative options for sound in the Select Board Room. The Town will be receiving 4 dropped microphones, 3 feet in length which will be installed in the Board Room from the ceiling. Brandon will be installing and testing the sound with Missy. The mics are \$160 each; however, if there is no audial improvement, we can return them at no cost. The sound on streaming seems to be the most muffled when the heat/ac fan turns on in the room. The option from Town Hall Streams was to have 4 standalone mics with two for the floor to hand held and passed around and 2 for the Select Board desks. However, this would cost \$1,600 to \$2,000. So, we are trying the less expensive option first.

Town of Thomaston
Select Board Minutes
January 9, 2023

Board Present: Chair Diane Giese, Pete Lammert, Zel Bowman-Laberge, Sandy Moore, Town Manager Kara George. **Absent:** Bill Hahn

EXECUTIVE SESSION 5:30 P.M.

Pursuant to MRS Title 1, §405 (6A), to review a personnel matter.

ACTION: Pete Lammert made a motion, seconded by Zel Bowman-Laberge to enter executive session at 5:36 p.m. pursuant to MRS Title 1, §405 (6A), to review a personnel matter. **VOTE: 5-0**

ACTION: Zel Bowman-Laberge made a motion, seconded by Pete Lammert to exit executive session at 5:47 p.m. **VOTE: 5-0**

REGULAR MEETING 6:00 P.M.

Board Present: Chair Diane Giese, Pete Lammert, Zel Bowman-Laberge, Sandy Moore, Town Manager Kara George, Recording Secretary Donna Culbertson. Bill Hahn available to vote on items A&F on the agenda.

Public Present: Rene Dorr, Peter McCrea, Tim Hoppe, Jon Burns, and Christine Simmonds.

Meeting called to order at 6:00 PM by Chair Diane Giese.

ACTION: Motion made by Bill Hahn, seconded by Zel Bowman-Laberge to accept the Breen Motion to take the agenda out of order. **VOTE: 5-0.**

10. NEW BUSINESS

A. Consider for approval a 3-year employment contract renewal for the Town Manager.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to approve the Town Manager's 3-year contract renewal. **VOTE: 5-0.**

B. Town Electricity and Solar Presentation from John Fancy.

John Fancy presented an overview of the solar and electricity programs. The Town currently has 392 Renewable Energy Credits (RECs) produced from the solar array. RECs are purchased and sold on the energy market. Questions asked about additional locations for panels like the Public Works Garage, the Thomaston Green embankment, and Ship Street. It was suggested the presentation be added to the website.

C. Review for approval the 2018 Dodge Charger Police Cruiser bid.

Two bids were submitted. Asian Auto Services from Plaistow, NH and Ringwood Motors from Ringwood, IL.

ACTION: Motion made by Sandy Moore, seconded by Zel Bowman-Laberge, to accept the high bid of \$6543.20 as submitted by Asian Auto Sales. VOTE: 4-0.

D. Consider for appointment Garrett Adams as alternate member of the Harbor Committee.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to table the appointment. VOTE: 4-0

E. Accept with regret the resignation of Chris Farthing from the Academy Board of Trustees.

ACTION: Motion to accept the resignation of Chris Farthing with regret made by Pete Lammert, seconded by Sandy Moore. VOTE: 4-0.

F. Discuss the future allocations of American Rescue Plan Act (ARPA) funds.

Zel: Hazard Waste Collection Day \$10,000

Playground \$5,000

Sandy: Playground for Mill River Park.

Conservation Commission Park upgrades \$20,000.

Pete: No Proposal.

Bill: Second half of Beechwood Street Sewer Extension \$25,000

Funds for General Assistance \$20,000

Library 40-Days of Summer Programs \$1,500

Community Outreach \$5,000

Diane: General Assistance \$20,000

Transportation Support \$15,000 Triad, DASH

Housing support \$25,000

3. APPROVE THE MINUTES: July 25, 2022

ACTION: Motion to approve made by Pete Lammert, seconded by Zel Bowman-Laberge to approve July 25, 2022 minutes as amended. VOTE: 4-0.

4. APPROVE THE WARRANTS

ACTION: Motion to approve the warrants made Pete Lammert, seconded by Sandy Moore. VOTE: 4-0.

6. TOWN MANAGER'S REPORT (See attached.)

A Volunteer Recognition night is scheduled for Wednesday, Feb. 15th at 5:30 PM in the Lura Libby Room.

Meeting adjourned at 8:15 pm.

Chair Diane Giese

Recording Secretary Donna Culbertson

DRAFT

Town of Thomaston
Select Board Minutes
January 23, 2023

EXECUTIVE SESSION 5:00 PM

BOARD PRESENT: Chair Diane Giese, Pete Lammert, Sandy Moore, Zel Bowman-Laberge, Town Manager Kara George, EMS Chief Amy Drinkwater, Deputy EMS Chief Carrie Adams, Asst. EMS Chief Tony Leo. Absent: Bill Hahn

Pursuant to MRS Title 1, §405 (6A) to review a personnel matter.

ACTION: Pete Lammert made a motion, seconded by Zel Bowman-Laberge to enter executive session at 5:00 p.m. pursuant to MRS Title 1, §405 (6A) to review a personnel matter. VOTE: 4-0

ACTION: Pete Lammert made a motion, seconded by Zel Bowman-Laberge to exit executive session at 5:36 p.m. VOTE: 4-0

ACTION: Pete Lammert made a motion, seconded by Zel Bowman-Laberge to recommend a public hearing for the EMS Department's request for American Rescue Plan Act (ARPA) funds for wages and mutual aid. VOTE: 4-0

REGULAR MEETING 6:00 PM

Meeting called to order at 6:00 pm by Chair Diane Giese at 6:00 PM.

PUBLIC HEARINGS:

Review the Special Amusement Permit Application from Station 118 for a Class 1 Permit for live performances of music, limited to no more than three (3) live musicians or singers performing at a time within the restaurant structure with no dancing or floor show entertainment.

ACTION: Motion made to enter Public Hearing at 6:01 p.m. made by Pete Lammert, seconded by Sandy Moore. VOTE: 4-0.

Hours of entertainment will be approximately 5-8 pm in the offseason and 5-9 p.m. in the summer.

A few comments have been made to Police Chief Tim Hoppe about the parking and the noise coming from Station 118.

ACTION: Motion to exit Public Hearing at 6:04 p.m. made by Zel Bowman-Laberge, seconded by Pete Lammert. VOTE: 4-0.

ACTION: Motion made by Zel Bowman-Laberge to approve the Special Amusement Application of Station 118, seconded by Sandy Moore. VOTE: 4-0.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to accept the Breen motion and take the agenda out of order. VOTE: 4-0.

10. NEW BUSINESS

B. Consider the recommendation of Public Works Director Brandon Allen to order a new plow truck.

Brandon has submitted to the Board a bid package from Viking Cives in Lewiston Maine for the approximate cost of \$79,750.00 to be paid out of the Public Works Equipment Reserve.

ACTION: Motion to approve the purchase of a plow truck from Viking Cives made by Pete Lammert, seconded by Sandy Moore. VOTE: 4-0.

9. OLD BUSINESS

A. Consider the approval of the appointment of Garrett Adams to the Harbor Committee.

ACTION: Motion made by Zel Bowman- Laberge to appoint Garrett Adams to the Harbor Committee, seconded by Sandy Moore. VOTE: 4-0.

Zel Bowman-Laberge inquired about residency requirements to serve on a board or committee.

A. Revitalizing Thomaston's Streams and Bay Presentation prepared by the Thomaston Conservation Commission, Thomaston Pollution Control, and Georges River Shellfish Commission.

Sandy Moore, Dave Taylor, Dan Staples, and Steve Taylor presented "Revitalizing Thomaston's Streams and Bay's" which focused on the issue of dog waste in our parks and waterways and solutions to help mitigate the problem. Water testing showed human and animal waste. Mill River had the highest detection for dog waste.

Pollution Control will do testing above Main Street for human waste. Possible solutions include more public education and placing cameras in Mill River Park. Dan Staples stated the upper bay is loaded with clams that would bring a good income to local clammers but with these water test results they cannot dig. Right now, there are 75 local diggers that are having their livelihood hurt. They have families and bills like the rest of us. Further discussions and testing will be done.

C. Review for approval the 2023 Annual contract renewal with Interstate Septic Systems Inc. for septic waste disposal.

Pete Lammert thanked the Harris Family for no increases to the contract.

ACTION: Motion made by Pete Lammert to approve the annual contract renewal with Interstate Septic Systems, Inc., seconded by el Bowman-Laberge. VOTE: 4-0.

D. Consider the request of Knox County Emergency Management to host a Ham Radio Operators field date at the Thomaston Green on Saturday, January 28th.

ACTION: Motion made by Zel Bowman-Laberge to approve the Ham Radio Operators Field Day, seconded by Pete Lammert. VOTE: 4-0.

E. Authorize a letter of support for the Maine Outdoor Heritage Funds for trails work in the Town Forest.

John Fancy stated he has applied for a grant of \$20,936 from the Maine Outdoor Heritage Fund to be matched with other funds for a total of \$54,936. There are some trails that are 20 years old and could use work.

ACTION: Motion made by Zel Bowman-Laberge to approve the letter of support, seconded by Sandy Moore. VOTE: 4-0.

F. Review for approval draft warrant articles for a Special Town Meeting.

ARTICLE 2: Shall the Town vote to expend up to \$160,000 additional funds for the preliminary engineering study of Knox Street and Water Street to be paid out of the Dragon Tax Increment Financing (TIF) funds.

ACTION: Motion made by Zel Bowman-Laberge, seconded by Sandy Moore to approve Article 2 as amended with an explanation that that this will not increase taxes. VOTE: 4-0.

ARTICLE 3: To see if the Town will vote to accept \$300,000 for the Watts Block Renovation Project that has been awarded under the Congressional Discretionary Spending (CDS) program, and to appropriate up to \$300,000 of Dragon Tax Increment Financing (TIF) funds to meet the matching requirement of the CDS award.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to approve Article 3. VOTE: 4-0.

ARTICLE 4: To see if the Town will vote to authorize the Select Board to enter into an agreement on such terms and conditions as the Select Board deems appropriate with U.S. Cellular to construct and operate a cell tower on town property located adjacent to the Public Works Garage on Anna Belle Lane.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to approve Article 4 with an additional attached location map. VOTE: 4-0.

ARTICLE 5: To see if the Town will vote to authorize the Select Board to submit for Planning Board approval a new subdivision plan for the Thomaston Green that allows for the connection of William King Street to Ship Street, preserves the land south of William King Street for open space and compatible uses including the existing park and

gazebo, keeps the river views and includes the tree lined entrance from Main Street, and keeps the remainder of the land north of William King Street for mixed use including commercial space and housing.

ACTION: Motion made Zel Bowman-Laberge, seconded by Pete Lammert to table Article 5 for further clarification. VOTE: 4-0.

G. Set a public hearing date of Wednesday, February 8th at 6 PM and the Special Town Meeting date of Wednesday, February 22nd at 6 PM.

ACTION: Motion made by Pete Lammert, seconded by Zel Bowman-Laberge to set the public hearing date of Wednesday, February 8th. VOTE: 4-0.

H. Discuss the housing initiatives for the TR3 zoned area.

John Fancy gave a brief presentation regarding TR3. He is recommending an initial engineering study be completed by Landmark.

ACTION: Motion made by Zel Bowman-Laberge, seconded by Pete Lammert to have Landmark do the initial engineering study. Funds to be taken from the Economic Development Non-TIF fund in the amount of \$3,000. VOTE: 4-0.

I. Discuss TRIAD services per Select Board member Sandy Moore.

Sandy Moore gave a brief presentation on the services provided by TRIAD which is a community policing initiative where law enforcement and older adults partner to reduce victimization of older people.

A representative from Waldo County Community Action Partners (WCAP) will be at the Feb. 13th Select Board meeting to introduce their services. WCAP provided public transportation to 57 people in 2022 for Thomaston residents.

4. APPROVE THE WARRANTS

ACTION: Motion made by Pete Lammert to approve the warrants, seconded by Zel Bowman-Laberge. VOTE: 4-0.

6. TOWN MANAGER'S REPORT (See attached.)

Meeting adjourned at 8:15 pm.

Chair Diane Giese

Recording Secretary Donna Culbertson

- 1/11/23** **MLGHRA Meeting**
I attended the Maine Local Government Human Resource Association meeting. Tim Doyle, Vice President of Maine Motor Transport presented *CDL Compliance for Municipalities* which included the requirements when hiring, drug testing, and annual review of compliance for any employees required to have CDL Licenses. The group discussed upcoming human resource training topics.
- 1/12/23** **Watts Block Budget**
I met with Bill Hahn to review the Watts Block budget in preparation of the Trustees meeting.
- 1/13/23** **Atty Gibbons Meeting**
I met with Atty Gibbons and Atty Pierson. Atty Pierson works for Eaton and Peabody and specializes in land use matters, commercial, and industrial development projects. Atty Pierson is assisting Atty Gibbons in regards to the Walmart tax appeal.
- 1/17/23** **Quixada Moore-Vissing Meeting**
Quixada and I met to review the facilitation training plans for Wednesday, January 25th from 10 a.m. to Noon in the Lura Libby Room. Board/Committee members and employees are welcome.
- Volunteer Recognition Planning**
Donna and Missy are assisting me with planning the Volunteer Recognition night for Wednesday, February 15th at 5:30 p.m. There will be pizza, drinks, veggie platters, and cookies. We are also planning prize drawings for the volunteers in attendance.
- 1/18/23** **Watts Block Trustees Meeting**
I attended the monthly Watts Block Trustees meeting to review the upcoming budget. The heat pumps are now installed on the first floor. The Trustees are preparing renovation plans and estimates for the Congressional Discretionary Spending (CDS) program funds.
- Agenda Setting Meeting**
Diane and I met to review the Select Board agenda.
- Ernest Rawley Trust Hearing**
I attended a virtual court hearing on behalf of Town of Thomaston. The Ernest Rawley Trust encompassed 1 grave site in Thomaston, and 6-7 grave sites in St. George. For decades, St. George has been honoring the trust by placing flowers annually at all sites. The Trust will be dissolved, and St. George agrees to continue care of all sites in perpetuity.
- Assessing & Code Budget**
I met with Dave and Rene to review their department budgets.
- Recreation Department Budget**
I met with Jared to review his department budget.

1/19/23

Economic Development Committee

I attended the EDC meeting. The group is planning a joint meeting with the Select Board and Midcoast Council of Governments to discuss tax increment financing programs. Additionally, the group discussed and recommended Articles 3 & 4 on the special town meeting warrant for the CDS funding for Watts Block and the Thomaston Green.

Academy Board of Trustees-Chair Meeting

I met with Kathy Derene, who is the new co-chair on the Academy Board of Trustees. She also is a new member on our Budget Committee. Kathy volunteers at Salvation Army, and we discussed the folks in need in this area. She is connecting me with a contact at Salvation Army to see if the Town can collaborate with charity efforts. I am pleased to have Kathy join our boards and committees and look forward to working with her.

RHR Smith Auditors Meeting

Jodell and I met with Ron from RHR Smith Auditors. We are working together on a charitable distribution policy, which we hope to have to the Select Board in February. The audit is nearly finished and Ron said we should receive the draft by the end of January. We postponed the auditors presentation to the Select Board to Monday, February 13th.

Artifex & Port City Architects– Fire-EMS Presentations

Artifex and Port City Architects were the top 2 Request for Qualifications (RFQs) recommended by the Fire-EMS Building Committee. The 2 firms gave presentations on the services and experience they provide.

1/20/23

Knox Clinic Meeting

I met with the Knox Clinic via Zoom to discuss the relocation project. They are waiting to hear the results of the Booker Street house auction as they are collaborating with Maine Working Homes on possibly relocating there in the interim. Another option being considered is to purchase mobile buildings. They will be waiting for results from our special town meeting.

1/23/23

Police Budget

Tim and I met to review the Police Department budget.

MCOG Meeting-Housing Initiatives

Diane, John, and I met with Mat Eddy from MCOG to discuss housing initiatives and upcoming funding in regards to affordable/workforce housing projects. Will update at Monday night's meeting.