



**SELECT BOARD MEETING
MONDAY, MAY 22, 2023
EXECUTIVE SESSION 5:30 P.M.
REGULAR MEETING: 6 P.M.**

IN-PERSON AT 13 VALLEY STREET

LIVE STREAMING AVAILABLE ON THE TOWN WEBSITE OR BY VISITING:

https://www.townhallstreams.com/towns/thomaston_me

CAN'T ATTEND A MEETING? PLEASE SUBMIT QUESTIONS/CONCERNS TO THE TOWN MANAGER AT:

kgeorge@thomastonmaine.gov

EXECUTIVE SESSION 5:30 P.M.

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

REGULAR MEETING 6:00 P.M.

1. CALL THE MEETING TO ORDER

2. PUBLIC HEARINGS:

- A. Review the application of Port Clyde Seafood Company, D/B/A The Slipway, for the consideration of a Class I Special Amusement Permit at the property located at 24 Public Landing as required by Town Ordinance-Chapter 1, Article XV.

3. APPROVE THE MINUTES OF: March 27, 2023

4. APPROVE THE WARRANTS

5. ADJUSTMENTS TO THE AGENDA

6. TOWN MANAGER'S REPORT

7. TOWN BOARDS & COMMITTEES UPDATE

8. PUBLIC COMMENTS

9. OLD BUSINESS

- A. Review the US Cellular lease agreement.

10. NEW BUSINESS

- B. Consider for approval the bids of D.R. Flagg & Son for sand at a cost of \$12,500 and New England Salt Company for salt at a cost of \$37,525 as recommended by Public Works Director Brandon Allen.
- C. Consider the request of Sarah Polk to hold the "Color Me Cure" walk at the Lura Libby School on September 9th, 2023 at 9:30 a.m.
- D. Review for approval the request of Alysia Tlapak to hold a kite flying event at the Thomaston Green on July 4, 2023.
- E. Approve for signature the RSU 13 Budget Referendum warrant for posting.

Upcoming Dates

Thursday, May 25 th	6 p.m. Recreation Committee (Recreation Dept.) 6 p.m. RSU 13 District Budget Meeting (Oceanside High School) 7 p.m. OHSTT Transfer Station Board Meeting (Select Board Rm)
Saturday, May 27 th	Downtown Memorial Day Block Party
Monday, May 29 th	Town Offices Closed in observance of Memorial Day
Thursday, June 1 st	6 p.m. Public Hearing (Articles 3, 4, 5) (Lura Libby Rm)
Monday, June 12 th	6 p.m. Select Board Meeting (Select Board Rm)
Tuesday, June 13 th	8 a.m. to 8 p.m. Election Day (Lura Libby Rm)
Wednesday, June 14 th	6 p.m. Annual Town Meeting (Lura Libby Rm)

4. BUSINESS NAME: The Slipway

5. TYPE OF BUSINESS: Restaurant

6. BUSINESS ADDRESS: 24 Public Landing, Thomaston ME 04861
STREET OR PO BOX CITY STATE ZIP

7. DAYS OF THE WEEK AND HOURS OF OPERATION:
5 days a week 12-9 PM

8. DESCRIBE THE TYPE(S) OF ENTERTAINMENT YOU PLAN TO OFFER:
Bluegrass, local musicians, Jazz, Salsa

9. PLEASE STATE THE DAYS AND HOURS OF WHICH YOU PLAN TO HAVE ENTERTAINMENT:
Days of operation, 5-9 PM

10. DOES THE APPLICANT HAVE A CURRENT LIQUOR LICENSE FROM THE STATE OF MAINE?
NO _____ YES

IF YES, PLEASE ATTACH A COPY OF THE LIQUOR LICENSE.

11. HAS THE APPLICANT(S) EVER HAD A LICENSE TO CONDUCT THE BUSINESS DESCRIBED ABOVE DENIED OR REVOKED?
NO YES _____

IF YES, PLEASE DESCRIBE CIRCUMSTANCES:

12. HAS THE APPLICANT, APPLICANT'S PARTNERS, CORPORATE OFFICERS, MANAGER OR PRINCIPLE EMPLOYEES EVER BEEN CONVICTED OF A FELONY OR A CLASS A, B, OR C CRIME WITHIN THE PAST FIVE (5) YEARS?
NO YES _____

IF YES, PLEASE DESCRIBE CIRCUMSTANCES:



Town of Thomaston, Maine
Code Enforcement Office
13 Valley Street
Thomaston ME 04861-3818
(207) 354-6107

May 16, 2023

To whom it may concern,

Scott Yakovenko, dba Slipway Restaurant, located at 14 Water St., Thomaston, Maine has received an inspection by the Code office in Thomaston, ME and determined to be up to code to operate a restaurant. He is looking to get his Special amusement permit and the local code has approved this request to go before the Select Board.

Sincerely,

A handwritten signature in black ink, appearing to read "Rene Dorr".

Rene Dorr
CEO/LPI
Town of Thomaston, Maine

ATTACHMENT A

SPECIAL AMUSEMENT PERMIT

The conditions listed below are automatically part of any Special Amusement Permit issued by the Town of Thomaston for the current licensing year and must be complied with as part of the requirements for having a Special Amusement Permit. Failure to comply with any of these conditions would be a violation of the permit and could lead to the Town suspending and revoking the permit and also seeking civil fines of up to \$1,000 per violation and reimbursement of other legal and equitable costs.

CONDITIONS OF APPROVAL

Entertainment to End at 12:45 A.M.

All music, dancing and/or entertainment subject to regulation under this ordinance, on the premises, shall end no later than 12:45 A.M.

Maximum Sound Level

The maximum permissible sound pressure level produced by any music, dancing *and/or* entertainment on the premises shall not exceed 55 dB, measured four (4) feet above ground at the property boundary; this measure shall be made by a meter set on the A-weighted response scale, slow response. And the meter shall meet the American National Standards Institute (ANSI 51.4-1961) "American Standard specification for General Purpose Sound Level Meters".

Tumultuous Conduct

The Licensee shall not knowingly allow on any licensed premises any person or persons to disturb, tend to disturb, or aid in disturbing the peace of others of ordinary sensibilities or be disorderly by violent, tumultuous, offensive or obstreperous conduct, or to permit or gather a crowd, or audience, or patrons to witness any entertainment, amusement or show as to create a dangerous condition because of fire or other risks in derogation of the public health, comfort, convenience, safety, or welfare.

The Licensee shall not allow on any licensed premises any public entertainment or amusement or show or any kind which tends to or is calculated to cause or promote any riot or disturbance.

Unnecessary Noise

The Licensee shall not allow on any licensed premises the making, creation, or maintenance of excessive, unusually loud noise which disturbs, annoys, injures or prejudices, or endangers the comfort, repose, health, peace, or safety of individuals of ordinary sensibilities or the public in general, or the property of others, and which noises affect and are a detriment to public health, comfort, convenience, safety, welfare, or the prosperity of the residents or the municipality.

Nuisances

The Licensee shall not allow any licensed premises to be so conducted or operated as to amount to a nuisance in fact under any ordinances or any sections of any ordinances or rules and regulations of the municipality or under any statutes of the State of Maine.

Prostitution and PUBLIC INDECENCY

The Licensee shall not allow on any licensed premises or aid in or offer or agree to or allow near such licensed premises any prostitution, or prostitutes, or any public indecency under any or in derogation of any statutes of the State of Maine; or any meretricious display, or lewd act, or act of moral perversion, or knowingly receive, or offer or agree to receive any person on such licensed premises for the purpose of performing a lewd act, or an act of prostitution or moral perversion, or public indecency, or to knowingly permit any person to remain on such licensed premises for any such purpose, or to aid, abet, allow, permit, or participate in the commission of any such acts.

Gambling

The Licensee shall not allow on any licensed premises the use or occupancy thereof for gambling or games of chance as prohibited by the statutes of the State of Maine.

Obscenity

The Licensee, on any licensed premises **SHALL NOT**

Knowingly disseminate, distribute or make available to the public any obscene material; or knowingly make available to the public any obscene performance; or knowingly engage in commerce for commercial gain with materials depicting and describing explicit sexual conduct, nudity, or excretion utilizing displays, circulars, advertisements, or any other public sales that promote such commerce primarily on the basis of their prurient appeal; or provide service to patrons in such a manner as to expose to public view:

Exposure

- (1) the Licensee's or any of his agent's, employee's, customers or entertainers shall not show genitals, pubic hair, buttocks, breasts, anal region or pubic hair region;
- (2) Any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, breasts, anal region or pubic hair region; or
- (3) Any portion of the female breast at or below the aureole thereof; or knowingly promote the commission of any of the above listed acts of this

Regulations for Exotic Dancing.

The following conditions apply to the performances of exotic dancers in establishments holding a special amusement permit

- (1) No dancer shall dance in the Establishment except on a platform raised at least two (2 feet) from the floor.
- (2) There shall be no fondling, mingling or caressing in the establishment between any patron and any dancer with the intent to sexually arouse or excite a patron.
- (3) No patron shall directly pay or give any gratuity to any dancer, and no dancer shall solicit any pay or gratuity from any patron.
- (4) The licensee shall provide on the premises a separate dressing room and toilet facilities for use by dancers only.
- (5) Dancers on the premises who remove any outer garments shall not toss or throw those outer garments at or in the direction of the patrons.
- (6) The licensee shall at his own expense post a licensed security guard or an individual authorized to act as a law enforcement officer (whether full-time or part-time and whether on duty or off duty) at each entrance and exit to the premises during each performance by dancers on the premises and for one hour after each such performance.
- (7) No one under twenty-one (21) years of age shall be permitted on the premises or portion of the premises where a performance by dancers is conducted during any such performance

- (8) Any premises upon which entertainment including a dancer or dancers is proposed to be conducted shall be located at least one thousand (1000) feet from any church, school, park; or childcare facility. The distance shall be measured from property line to property line.

- (9) There shall be no graphic evidence on the exterior of any facility licensed under this Ordinance of the dancers, either live or simulated requiring the licensee if necessary, to black out windows or install curtains to prevent viewing of the dancers from the outside; provided, nothing in this paragraph shall prohibit the establishment from advertising by words the nature of the entertainment.

Adopted by the Thomaston Town Meeting on November 30, 1999.

Town of Thomaston

Select Board Minutes March 27, 2023

Board Present: Diane Giese, Pete Lammert, Bill Hahn, Zel Bowman-Laberge, Sandy Moore, Town Manager Kara George, Recording Secretary Melissa Stevens.

Meeting called to order by Chair Diane Giese at 6 P.M.

ACTION: 6:00 p.m. Motion made to go into Public Hearing by Peter Lammert. Seconded by Bill Hahn. VOTE: 5-0

2. PUBLIC HEARING

a. Review the new application of Hot Hill Tavern for the consideration of an on-premises license to sell Malt Liquor, Wine, and Spirits at the property located at 1 Starr Street as required by Section 653 Title 28-A of the Maine Revised Statutes.

ACTION: 6:09 p.m. Motion to exit the Public Hearing made by Bill Hahn, seconded by Peter Lammert. VOTE: 5-0.

ACTION: Motion to approve the Application for Hot Hill Tavern made by Zel Bowman-Laberge, seconded by Sandy Moore. VOTE: 5-0

ACTION: Motion for the Breen made by Peter Lammert, seconded by Bill Hahn to take the agenda out of order. VOTE: 5-0

Old Business

9A. Reconsider the appointment of Kathleen Norton to the Conservation Commission per the request of Chair Diane Giese.

Diane Giese, Select Board Chair stated she misunderstood the resident requirement policy and requested a revote.

ACTION: Zel Bowman-Laberge motioned for a revote of Kathleen Norton to the Conservation Commission. Bill Hahn, seconded. VOTE: 3-0-2 (Sandy Moore and Peter Lammert abstained.)

10. New Business

A. Review for approval the proposal from Midcoast Council of Governments (MCOG) for planning and development services for 10 hours per week from April 1, 2023, to June 20, 2023, to be funded through Economic Development funds as recommended by the Economic and Community Development Committee.

ACTION: Bill Hahn motioned to approve the proposal from the Midcoast Council of Governments (MCOG) for planning and development services for 10 hours per week from April 1, 2023, to June 20, 2023, to be funded through Economic Development funds as

recommended by the Economic and Community Development Committee, seconded by Zel Bowman-Laberge. VOTE: 5-0.

B. The Knox Clinic Proposal Presentation by Meredith Batley.

A question & answer session was held after the presentation.

C. Consider the request of Public Works Director Brandon Allen to block off Greenhouse Hill Road.

Requested by Public Works Director Brandon Allen to be tabled. Select Board agreed.

D. Authorize the Town Manager to sign the letter of intent for the Northern Borders Regional Commission grant to fund infrastructure in the TR3 area.

ACTION: Motion to authorize the Town Manager to sign the letters of intent for the Northern Borders Regional Commission Grant and the Community Solutions Grant to fund infrastructure in the TR3 area by Peter Lammert, seconded by Bill Hahn. VOTE: 5-0

E. Review for signing the support letter for the "Remote Work through Libraries Large Project Grant 2023."

ACTION: Motion to review for signing the support letter for the "Remote Work through Libraries Large Project Grant 2023" by Bill Hahn, seconded by Peter Lammert. VOTE: 5-0

F. Set the Select Board's Land Use Ordinance Public Hearing date of Monday, April 24th at 6 p.m. and a Candidate's Night for Wednesday, May 3, 2023, at 6 p.m.

ACTION: Motion to set the Select Board's Land Use Ordinance Public Hearing date of Monday, April 24th at 6 p.m. and a Candidate's Night for Wednesday, May 3, 2023, at 6 p.m. Peter Lammert, seconded by Zel Bowman-Laberge. VOTE: 5-0

G. Discuss the Select Board drafting a letter of support for a Pre-K program in Thomaston to the RSU #13 School Board.

Town Manager Kara George requested Diane Giese and Tom Miller write a letter asking RSU 13 School Board to bring a Pre-K program to Thomaston.

Old Business

B. Consider authorizing the Town Manager to sign the proposed Site Ground Lease Agreement with U.S. Cellular as tabled on 3/1/23.

Discussion by John Fancy on Cell Tower issues and benefits, per the memo John Fancy sent to the Select Board.

Zel Bowman-Laberge cited that what John Fancy wrote was not what was asked for and recommended that the Select Board meet with U.S. Cellular to ask questions.

Joanne Richards advised that once the Select Board approves this, the next step would be for U.S. Cellular to meet with the Planning Board and that is when conditions can be addressed.

ACTION: Motion to table it until a meeting can be set up by Bill Hahn, seconded by Sandy Moore. VOTE: 5-0

5. Agenda Adjustment

Accept the resignation of Joanne Richards from the Cemetery Trustees.

Peter Lammert acknowledged the work Joanne Richards has done over the years on the Cemetery Trustees.

ACTION: Motion to accept with regret Joanne Richard's resignation from the Cemetery Trustees, seconded by Bill Hahn. VOTE: 5-0

3. Approve the minutes of February 13, 2023, February 27, 2023, March 8 & 20, 2023.

ACTION: Motion to approve all minutes, February 13 & 27, and March 8 & 20, 2023 by Peter Lammert, seconded by Bill Hahn. VOTE: 5-0

4. Approve the Warrants.

ACTION: Motion to approve the Warrants by Peter Lammert. Seconded by Sandy Moore. VOTE: 5-0

6. Town Manager's Report (See attached)

7. Town Boards & Committees Update

None

8. Public Comments

John Fancy reminded everyone about the meeting Wednesday night, March 29th at 6:00 pm. regarding the Knox/Water Street Project.

The meeting was adjourned at 7:19 p.m.

Chair, Diane Giese

Melissa Stevens, Town Clerk

- 3/14/23 Midcoast Council of Governments (MCOG) Meeting**
I met with Mat Eddy from MCOG to discuss the Dragon TIF program in preparation for the Select Board meeting. MCOG will provide planning services to the Town at 10 hours per week. The TIF program needs to be amended to include affordable housing. Additionally, we need assistance on implementing some of the programs that are outlined in the TIF.
- 3/15/23 Watts Block Meeting**
Watts Block Trustees had their monthly meeting in preparation of their budget presentation to the Budget Committee. Watts Hall Community Players has applied for the \$125,000 Davis Foundation grant.
- Cathy Harn Meeting**
Bill Hahn introduced me to Cathy Harn who has been engaged to provide bookkeeping services for the Watts Hall Community Arts group.
- 3/16/23 Economic Development Committee**
The EDC met and discussed upcoming projects. Kendray gave an update on her activities which includes a press release for the new Bliss Spa, ribbon cutting for the Shop on Main Street, writing a letter of support for the Library for Remote Workers Grant, gym activities at the Academy, and Pre-K program at the Academy.
- The Shop on Main Street Ribbon Cutting**
- Budget Committee-Fire/EMS**
- 3/20/23 Executive Session-Walmart Appeal**
- 3/21/23 General Assistance**
- 3/22/23 Agenda Setting**
- Pre-K Site Visit**
Kendray, Diane, Tom Mellor, and John McDonald walked through the Academy Building and discussed very preliminary possibilities of a pre-K program in Thomaston. Currently there are programs in Owls Head and Rockland. John stated that they would have enough students to fill 3 classrooms of 16 students each.
- 3/23/23 Maine Service Centers Coalition (MSCC)**
The MSCC met to continue discussions on proposed bills at the legislature. MMA's Legislative Policy Committee met the same day and So Portland City Manager Scott Morelli went to represent the MSCC.
- Academy Chair Meeting**
Diane and I met with Academy Board Co-Chair Kathy Derene to discuss leases at the Academy.
- Budget Committee- Watts Block and Police Department**
- Other: Budgets**
There are 2 more budget meetings scheduled- Thursday, March 30th and Wednesday, April 5th. Next week is the Academy Board and Recreation. Jodell and I have been working on a TIF budget to present on April 5th. The Budget Committee has not voted on all the department budgets yet, and I suspect that this will be happening on March 30th after Jodell and I submit an adjusted budget.
- Assessors' Agent Job**
The 2 candidates that we interviewed fell through, as one accepted another job and one decided to stay with their current employer. We have 3 more interviews scheduled for next week, and will continue to advertise the position.
- Municipal Building Update**
Eastern Fire fixed the sprinkler system and Public Works installed blue board to insulate around the sprinkler. Eastern Fire will be invoicing the Town, which will be submitted to the insurance company. G & E Roofing is getting us an estimate to replace the one section of roof, and masonry work is required on the section of roof that moved. Daryl Townsend and the Mechanical Engineer have been working collaboratively in assessing the building. We will be sending the roof estimates to the insurance company as well. On April 19th, the Town Office will be closed for CMP and the contractors to install a meter for the new generator.
- Out of Office**
I will be out of the office from April 26th to May 6th, returning to the office on Monday, May 8th.

Kara George

From: Chris Phillips <chris.phillips@flexdeploys.com>
Sent: Tuesday, May 16, 2023 12:33 PM
To: Kara George; John Fancy; Bill Hahn (bill@tidalworksthomaston.com)
Cc: Chris Burnett
Subject: RE: Thomaston Cell Tower

Kara-

Rev share is pretty much a deal breaker for USCC.

And again the business terms were already sent to them for CFO approval so to go back now will likely result in the site being cancelled.



CHRIS PHILLIPS

Senior Site Acquisition Specialist
FLEX Deployment Solutions

☎ 717-877-0587
✉ chris.phillips@flexdeploys.com
☎ flexdeploys.com 

11124 Kingston Pike | Suite 119-234 | Knoxville, TN 37934

From: Kara George <kgeorge@thomastonmaine.gov>
Sent: Monday, May 15, 2023 2:49 PM
To: Chris Phillips <chris.phillips@flexdeploys.com>; John Fancy <jfancy@thomastonmaine.gov>; Bill Hahn (bill@tidalworksthomaston.com) <bill@tidalworksthomaston.com>
Cc: Chris Burnett <chris.burnett@flexdeploys.com>
Subject: RE: Thomaston Cell Tower

Hi Chris,

I have one more request from the Board- Would US Cellular pay 25% of the lease amounts to the Town for co-locaters to the tower? Thank you for answering our questions.

Best,

Kara George
Town Manager
Town of Thomaston
13 Valley St.
Thomaston, ME 04861
Ph. (207) 354-6107
Fax (207) 354-2132

From: Chris Phillips <chris.phillips@flexdeploys.com>
Sent: Monday, May 15, 2023 11:32 AM
To: Kara George <kgeorge@thomastonmaine.gov>; John Fancy <jfancy@thomastonmaine.gov>
Cc: Chris Burnett <chris.burnett@flexdeploys.com>
Subject: RE: Thomaston Cell Tower

Kara-

The business terms that were presented earlier and agreed to were what USCC took to their CFO for approval. Any changes at this point would be virtually impossible unfortunately.

15% escalation would be a very difficult item to try to get approved. Their standard is 10% and I have not seen them approve anything higher. All Carriers operate with different parameters.

As to the ground lease, without seeing the lease exhibit, my guess is that whoever built the tower leased only enough ground space for the initial carrier to have their equipment on site and then allowed the town to control the rest of the ground space and negotiate ground lease for each additional collocator on the tower. This would be extremely difficult to get approved and would require an enormous amount of change since all of the A&E work is already completed and shows the USCC lease area at 100 x 100'.

While I recognize there may be questions and comparisons to the existing leases that the town has, USCC is a much smaller entity and doesn't have the same leasing guidelines as the larger tower companies and carriers.

I hope this helps 😊



CHRIS PHILLIPS

Senior Site Acquisition Specialist
FLEX Deployment Solutions

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✉ chris.phillips@flexdeploys.com
🌐 flexdeploys.com 📄

11124 Kingston Pike | Suite 119-234 | Knoxville, TN 37934

From: Kara George <kgeorge@thomastonmaine.gov>
Sent: Monday, May 15, 2023 10:51 AM
To: Chris Phillips <chris.phillips@flexdeploys.com>; John Fancy <jfancy@thomastonmaine.gov>
Cc: Chris Burnett <chris.burnett@flexdeploys.com>
Subject: RE: Thomaston Cell Tower

Hi Chris,

I am hoping to have the Select Board review the lease at the next Board meeting on Monday, May 22nd.

We did have some questions raised from the Board that I wondered if US Cellular would consider in negotiations?

- 1) Under Section 8-Adjusted Rent- On other tower leases the Town currently has, we have 15% for rent increases at the beginning of each renewal term.

- 2) Section 17-Subleasing- In other tower leases the Town currently has, there are conditions in which the subletter must lease land from the Town in a separate subletting agreement. Please see attachment, section 19.

Thank you for your help with this!

Best,

Kara George
Town Manager
Town of Thomaston
13 Valley St.
Thomaston, ME 04861
Ph. (207) 354-6107
Fax (207) 354-2132

From: Chris Phillips <chris.phillips@flexdeploys.com>
Sent: Wednesday, April 12, 2023 10:55 AM
To: John Fancy <jfancy@thomastonmaine.gov>
Cc: Kara George <kgeorge@thomastonmaine.gov>; Chris Burnett <chris.burnett@flexdeploys.com>
Subject: RE: Thomaston Cell Tower

Hi John-

USCC's CFO approved this lease on Monday.

The terms approved are:

Monthly rent - \$1,200/month
Escalation – 10% per term
Term – initial five (5) year term with nine (9), five (5) year renewals (total of 50 years)

The survey field work has been completed and we have a preliminary survey.

The surveyor was asking about Anna Belle Lane – is this a private road owned by the town? We just need to be sure we show it properly on the survey and the lease exhibits as USCC will be using it for access and for a utility easement (as needed).

As soon as we complete our internal review of the survey and drawings, I will provide them for your review and approval.

I have attached the revised lease showing the new term. Once the survey, legal description and lease exhibits are finalized those will be added.

We are getting closer!



CHRIS PHILLIPS

Senior Site Acquisition Specialist
FLEX Deployment Solutions

☎ 717-877-0587

From: John Fancy <jfancy@thomastonmaine.gov>
Sent: Friday, March 31, 2023 9:50 AM
To: Chris Phillips <chris.phillips@flexdeploys.com>
Cc: Kara George <kgeorge@thomastonmaine.gov>
Subject: RE: Thomaston Cell Tower

Hi Chris,

I haven't forgotten you. I talked to some of the Select Board members who had questions about the length of the lease and while 100-years is not going to work, the other lease is for 30-years, we are willing to live with something between 30 and 50 years. My reading on this is that as long it is less than 50-years, we can live with it. Hope this helps to get this done.

John Fancy, Project Manager
Town of Thomaston
13 Valley Street
Thomaston, ME 04861
Office phone: (207) 354-2136
Cell phone: (207) 691-3566

From: Chris Phillips <chris.phillips@flexdeploys.com>
Sent: Tuesday, March 28, 2023 9:20 AM
To: John Fancy <jfancy@thomastonmaine.gov>
Cc: Kara George <kgeorge@thomastonmaine.gov>
Subject: RE: Thomaston Cell Tower

Hi John-

This site is going to CFO review today for the business terms (Rent, term escalator).

This longer term is something that USCC has started to request in order to secure their assets for future planning.

I understand that is quite a long time. Would you consider 60 years?



CHRIS PHILLIPS

Senior Site Acquisition Specialist
FLEX Deployment Solutions

 717-877-0587
 chris.phillips@flexdeploys.com
 flexdeploys.com 

From: John Fancy <jfancy@thomastonmaine.gov>
Sent: Tuesday, March 28, 2023 9:13 AM
To: Chris Phillips <chris.phillips@flexdeploys.com>
Cc: Kara George <kgeorge@thomastonmaine.gov>
Subject: Thomaston Cell Tower

Good morning Chris,

The Select Board discussed the US Cellular lease at their meeting last night and raised a concern we had not considered. They noted that the lease is for 110 years (Initial 5-years followed by 20 additional 5-year automatic renewals) and felt that it was unreasonably long and that they were committing the Town to a future condition that they had no possible way of knowing what the situation would be by then. I have reviewed the existing lease we have for the current tower, the Water Tower Road tower, and it is for 30-years (Initial 5-years followed by 5 additional 5-year terms). Is US Cellular willing to reduce the renewal terms to match what we have in the existing Water Tower Road lease? If not what reduction are they willing to make?

Kara and I would really like to get this completed and we believe this is the last holdup.

John Fancy, Project Manager
Town of Thomaston
13 Valley Street
Thomaston, ME 04861
Office phone: (207) 354-2136
Cell phone: (207) 691-3566

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 nine (9) 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: 444570 -Thomaston DT
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

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]

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 B
Site Plan

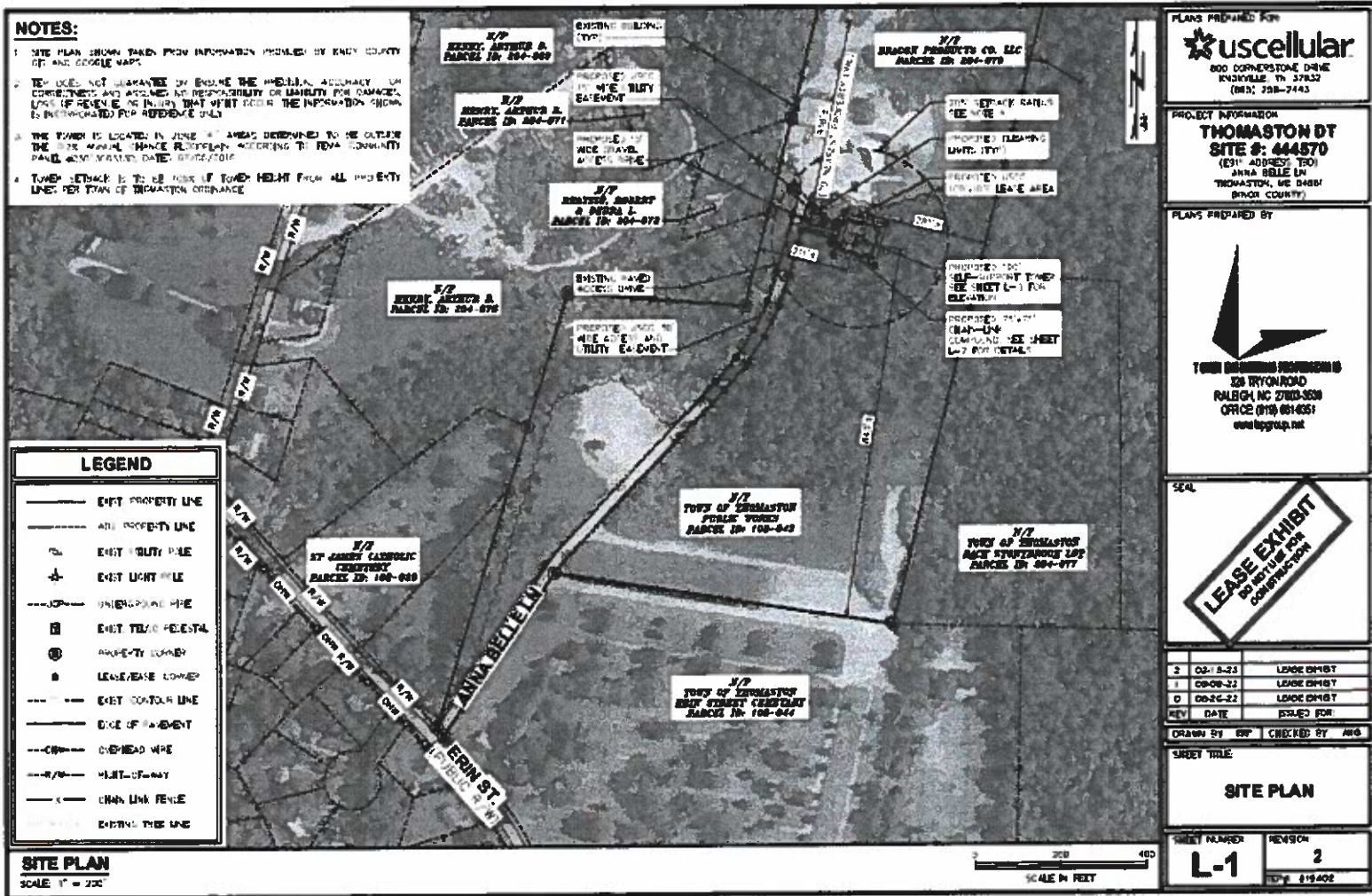


Exhibit C

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

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 (dms 27): _____ Longitude (dms 27): _____		Ground Elev. (ft): _____ Tower Height (ft): _____	
Existing Structure Type: _____			
Antenna Configuration * Note: if site request is for dual configuration, complete Section 1 only.			
	Section 1	Section 2	Section 3
Desired Rad Center (Foot AGL) _____ Antenna Quantity _____ Antenna Manufacturer _____ Antenna Model (P/Class, dms, sps, system) _____ Weight (per antenna) _____ Antenna Height _____ Antenna Gains (dB) _____ Antenna Azimuth _____ Mechanical TB _____			
Modulation Type (e.g. CDMA, TDMA, FDD) _____ Transmit Frequency (MHz) _____ Receive Frequency (MHz) _____ Total Number of Coax Runs for all sectors: _____ Coax Diameter: _____ Weight of Coax per Run: _____ Manufacturer of Coax: _____ Total Number of Channels Desired for Site: _____ Desired ERP (watts/channel): _____			
Antenna (Microtower) * Note: if Microtower dish is of grid type, please specify under diameter.		Customer Specific Equipment	
Desired Radiation Center (Foot AGL) _____ Antenna Quantity _____ Antenna Manufacturer _____ Diameter: _____ Number of Runs of Coax: _____ Coax/Wireless Diameter: _____ Weight of Coax per Run: _____ Manufacturer of Coax: _____ Transmit Frequency: _____ Receive Frequency: _____ Modulation Type: _____ Channel Band Width: _____		Manufacturer: _____ Model: _____ Microtower Power Equipment Manufacturer: _____ Model: _____ Weather Information Concrete Base Dimensions: _____ Power Requirements: _____ Shelter Manufacturer: _____ Shelter Dimensions: _____	

Approval: To be completed by USCC only.

Real Estate: _____
 RF Engineer: _____
 PM: _____
 NOM: _____
 DONG: _____

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

Exhibit B (Continued)

Exhibit C

(Insert Site Layout from Licensee CDs)

Donna Culbertson

From: Brandon Allen
Sent: Monday, May 15, 2023 6:50 AM
To: Kara George
Cc: Donna Culbertson; Missy Stevens
Subject: Sand/Salt Bids

Good morning. The sand and salt bids are in. Could we put on the next Select Board agenda that PW is recommending D.R. Flagg and Son for the sand, as we have the last couple of years. Public Works also recommends New England Salt Company, delivered, for the salt contract.

Thank you,

Brandon Allen

**Public Works Director/
Road Commissioner
Town of Thomaston
68 Anna Belle Ln. 04861
Thomaston Maine
Office 207)354-2478 / Cell 691-1316
Fax 207)354-2132
ballen@thomastonmaine.gov**

Road SAND Bid Results: FY 2023-2024

Price Delivered to Municipality

	Quantity	D.R. Flagg & Son		JBI (Jake Barbour)	
		Unit		Unit	
		Price	Total	Price	Total
Camden	1,800	\$18.80	\$24,440	\$18.35	\$23,855.00
Cushing	900	No Bid	No Bid	\$19.50	\$12,675.00
Friendship	1,100	No Bid	No Bid	\$19.50	\$17,550.00
Hope	2,400	No Bid	No Bid	\$18.35	\$44,040.00
Islesboro	1,000	No Bid	No Bid	\$65.00	\$65,000.00
Montville	2,200	No Bid	No Bid	No Bid	No Bid
Owls Head	1,000	\$18.90	\$18,900	\$18.35	\$18,350.00
Rockland	3,000	No Bid	No Bid	\$18.35	\$55,050.00
Rockport	1,800	\$18.80	\$33,840	\$18.35	\$33,030.00
St. George	1,200	No Bid	No Bid	\$19.50	\$23,400.00
Searsmont	3,000	No Bid	No Bid	\$18.35	\$55,050.00
So. Thomaston	1,000	No Bid	No Bid	\$18.35	\$18,350.00
Thomaston	500	\$17.90	\$12,500	\$18.35	\$12,845.00
Union	3,000	No Bid	No Bid	\$16.90	\$50,700.00
Vinalhaven	1,000	\$45.00	*\$45,000	\$65.00	\$65,000.00
Waldoboro	1,200	No Bid	No Bid	\$18.35	\$22,020.00
Warren	3,500	\$16.90	\$59,150	\$18.35	\$64,225.00
Washington	1,200	\$16.90	\$20,280	\$17.65	\$21,060.00

* Plus Ferry fees

Price Picked Up w/ Contractor furnishing labor and equipment to load sand

	Quantity	D.R. Flagg & Son		JBI (Jake Barbour)	
		Unit		Unit	
		Price	Total	Price	Total
Camden	1,800	No Bid	No Bid	No Bid	No Bid
Cushing	900	No Bid	No Bid	No Bid	No Bid
Friendship	1,100	No Bid	No Bid	No Bid	No Bid
Hope	2,400	No Bid	No Bid	No Bid	No Bid
Islesboro	1,000	No Bid	No Bid	No Bid	No Bid
Montville	2,200	No Bid	No Bid	No Bid	No Bid
Owls Head	1,000	No Bid	No Bid	No Bid	No Bid
Rockland	3,000	No Bid	No Bid	No Bid	No Bid
Rockport	1,800	No Bid	No Bid	No Bid	No Bid
St. George	1,200	No Bid	No Bid	No Bid	No Bid
Searsmont	3,000	No Bid	No Bid	No Bid	No Bid
So. Thomaston	1,000	No Bid	No Bid	No Bid	No Bid
Thomaston	500	No Bid	No Bid	No Bid	No Bid
Union	3,000	No Bid	No Bid	No Bid	No Bid
Vinalhaven	1,000	No Bid	No Bid	No Bid	No Bid
Waldoboro	1,200	No Bid	No Bid	No Bid	No Bid
Warren	3,500	No Bid	No Bid	No Bid	No Bid
Washington	1,200	No Bid	No Bid	No Bid	No Bid

Price Picked Up w/ Municipality furnishing labor and equipment to load sand

	Quantity	D.R. Flagg & Son		JBI (Jake Barbour)	
		Unit		Unit	
		Price	Total	Price	Total
Camden	1,800	No Bid	No Bid	No Bid	No Bid
Cushing	900	No Bid	No Bid	No Bid	No Bid
Friendship	1,100	No Bid	No Bid	No Bid	No Bid
Hope	2,400	No Bid	No Bid	No Bid	No Bid
Islesboro	1,000	No Bid	No Bid	No Bid	No Bid
Montville	2,200	No Bid	No Bid	No Bid	No Bid
Owls Head	1,000	No Bid	No Bid	No Bid	No Bid
Rockland	3,000	No Bid	No Bid	No Bid	No Bid
Rockport	1,800	No Bid	No Bid	No Bid	No Bid
St. George	1,200	No Bid	No Bid	No Bid	No Bid
Searsmont	3,000	No Bid	No Bid	No Bid	No Bid
So. Thomaston	1,000	No Bid	No Bid	No Bid	No Bid
Thomaston	500	No Bid	No Bid	No Bid	No Bid
Union	3,000	No Bid	No Bid	No Bid	No Bid
Vinalhaven	1,000	No Bid	No Bid	No Bid	No Bid
Waldoboro	1,200	No Bid	No Bid	No Bid	No Bid
Warren	3,500	No Bid	No Bid	No Bid	No Bid
Washington	1,200	No Bid	No Bid	No Bid	No Bid

Road SALT Bid Results: FY 2023-2024

1. Price Delivered to Municipality

	Quantity	Eastern Salt Co., Inc.		Harcros Chemicals		Morton Salt, Inc.		New England Salt Co.	
		Unit Price	Delivered	Unit Price	Delivered	Unit Price	Delivered	Unit Price	Delivered
Appleton	700	\$97.90	\$68,530.00	\$77.74	\$54,418.00	\$75.06	\$52,539.27	\$75.05	\$52,535.00
Camden	1,500	\$97.90	\$146,850.00	\$77.74	\$116,610.00	\$75.06	\$112,584.15	\$75.05	\$112,575.00
Cushing	600	\$97.90	\$58,740.00	\$77.74	\$46,644.00	\$75.06	\$45,033.86	\$75.05	\$45,030.00
Friendship	700	\$97.90	\$68,530.00	\$77.74	\$54,418.00	\$75.06	\$52,539.27	\$75.05	\$52,535.00
Hope	400	\$97.90	\$39,160.00	\$77.74	\$31,096.00	\$75.06	\$30,022.44	\$75.05	\$30,020.00
Islesboro	500	\$97.90	\$48,950.00	No Bid	No Bid	\$94.37	\$47,185.00	\$75.05	\$37,525.00
Lincolnton	850	\$97.90	\$83,215.00	\$77.74	\$66,079.00	\$75.06	\$63,797.69	\$75.05	\$63,792.50
Montville	200	\$97.90	\$19,580.00	\$77.74	\$15,548.00	\$75.06	\$15,011.22	\$75.05	\$15,010.00
Owls Head	500	\$97.90	\$48,950.00	\$77.74	\$38,870.00	\$75.06	\$37,528.05	\$75.05	\$37,535.00
Rockland	1,700	\$97.90	\$166,430.00	\$77.74	\$132,158.00	\$75.06	\$127,595.37	\$75.05	\$127,585.00
Rockport	1,000	\$97.90	\$97,900.00	\$77.74	\$77,740.00	\$75.06	\$75,056.10	\$75.05	\$75,050.00
Searsmont	400	\$97.90	\$39,160.00	\$77.74	\$31,096.00	\$75.06	\$30,022.44	\$75.05	\$30,020.00
So. Thomaston	450	\$97.90	\$44,055.00	\$77.74	\$34,983.00	\$75.06	\$33,775.25	\$75.05	\$33,772.50
St. George	400	\$97.90	\$39,160.00	\$77.74	\$31,096.00	\$75.06	\$30,022.44	\$75.05	\$30,020.00
Thomaston	500	\$97.90	\$48,950.00	\$77.74	\$38,870.00	\$75.06	\$37,528.05	\$75.05	\$37,525.00
Union	1,000	\$97.90	\$97,900.00	\$77.74	\$77,740.00	\$75.06	\$75,056.10	\$75.05	\$75,050.00
Vinalhaven	250	\$97.90	\$24,475.00	No Bid	No Bid	\$75.06	\$18,764.03	\$75.05	\$25,000.00
Waldoboro	1,100	\$97.90	\$107,690.00	\$77.74	\$85,514.00	\$75.06	\$82,561.71	\$75.05	\$82,555.00
Warren	1,000	\$97.90	\$97,900.00	\$77.74	\$77,740.00	\$75.06	\$75,056.10	\$75.05	\$75,050.00
Washington	1,000	\$97.90	\$97,900.00	\$77.74	\$77,740.00	\$75.06	\$75,056.10	\$75.05	\$75,050.00

2. Price Loaded at Bidders Site

	Quantity	Eastern Salt Co., Inc.		Harcros Chemicals		Morton Salt, Inc.		New England Salt Co.	
		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Appleton	700	\$97.90	\$68,530.00	\$69.00	\$48,300.00	\$74.50	\$52,150.00	\$76.00	\$53,200.00
Camden	1,500	\$97.90	\$146,850.00	\$69.00	\$103,500.00	\$74.50	\$111,750.00	\$76.00	\$114,000.00
Cushing	600	\$97.90	\$58,740.00	\$69.00	\$41,400.00	\$74.50	\$44,700.00	\$76.00	\$46,600.00
Friendship	700	\$97.90	\$68,530.00	\$69.00	\$48,300.00	\$74.50	\$52,150.00	\$76.00	\$53,200.00
Hope	400	\$97.90	\$39,160.00	\$69.00	\$27,600.00	\$74.50	\$29,800.00	\$76.00	\$30,400.00
Islesboro	500	\$97.90	\$48,950.00	\$69.00	\$34,500.00	\$74.50	\$37,250.00	\$76.00	\$38,000.00
Lincolnton	850	\$97.90	\$83,215.00	\$69.00	\$58,650.00	\$74.50	\$63,325.00	\$76.00	\$64,600.00
Montville	200	\$97.90	\$19,580.00	\$69.00	\$13,800.00	\$74.50	\$14,900.00	\$76.00	\$15,200.00
Owls Head	500	\$97.90	\$48,950.00	\$69.00	\$34,500.00	\$74.50	\$37,250.00	\$76.00	\$38,000.00
Rockland	1,700	\$97.90	\$166,430.00	\$69.00	\$117,300.00	\$74.50	\$126,650.00	\$76.00	\$129,200.00
Rockport	1,000	\$97.90	\$97,900.00	\$69.00	\$69,000.00	\$74.50	\$74,500.00	\$76.00	\$76,000.00
Searsmont	400	\$97.90	\$39,160.00	\$69.00	\$27,600.00	\$74.50	\$29,800.00	\$76.00	\$30,400.00
So. Thomaston	450	\$97.90	\$44,055.00	\$69.00	\$31,050.00	\$74.50	\$33,525.00	\$76.00	\$34,200.00
St. George	400	\$97.90	\$39,160.00	\$69.00	\$27,600.00	\$74.50	\$29,800.00	\$76.00	\$30,400.00
Thomaston	500	\$97.90	\$48,950.00	\$69.00	\$34,500.00	\$74.50	\$37,250.00	\$76.00	\$38,000.00
Union	1,000	\$97.90	\$97,900.00	\$69.00	\$69,000.00	\$74.50	\$74,500.00	\$76.00	\$76,000.00
Vinalhaven	250	\$97.90	\$24,475.00	\$69.00	\$17,250.00	\$74.50	\$18,625.00	\$76.00	\$19,000.00
Waldoboro	1,100	\$97.90	\$107,690.00	\$69.00	\$75,900.00	\$74.50	\$81,950.00	\$76.00	\$83,600.00
Warren	1,000	\$97.90	\$97,900.00	\$69.00	\$69,000.00	\$74.50	\$74,500.00	\$76.00	\$76,000.00
Washington	1,000	\$97.90	\$97,900.00	\$69.00	\$69,000.00	\$74.50	\$74,500.00	\$76.00	\$76,000.00

- * American Rock Salt - NO BID
- * Cargill - NO BID

Missy Stevens

From: Sarah Polk <sjane84@gmail.com>
Sent: Thursday, May 11, 2023 9:36 AM
To: Missy Stevens
Subject: Color Me Cured 2023
Attachments: JDRF Flyer 2023.pdf

Hi Missy,

The past 5 or so years we have had the Color Me Cured walk at the old Lura Libby School. We do not need to go inside, but just use the parking lot. It is a great central location for our route that we use for the color run/walk. The date of the walk this year is September 9th, 2023.

I know you would like me to go in front of the board, which I can do, but I am wondering if I can start a fb event now to start getting the word out. Is that an option?

I have also attached a flyer in case you need/want it.

Thanks so much!

Sarah Polk

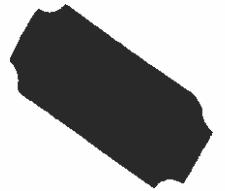
COLOR ME CURED

HELP RAISE MONEY TO SUPPORT **JDRF** IN THE FIGHT AGAINST TYPE 1 DIABETES

Saturday, September 9, 2023

Color Walk/Run

**PRIZES, RAFFLES,
SILENT AUCTION, SNACKS,
and
FACE PAINTING**




Registration begins at 9:30 a.m.

Race begins at 10:00 a.m.

Lura Libby School

13 Valley Street

Thomaston, Maine

Sponsorship and Registration information on back 

THANK YOU TO OUR SPONSORS!

Printing of these flyers generously sponsored by Cordjia Capital Projects Group of Camden

Sponsorship

**Any business that donates \$100 or more
will have their logo on the t-shirts!**

Registration

**Standard Individual Registration Fee
\$25 and includes a t-shirt!**

**Raise \$100,
fee is waived!**

**Register as a team and raise \$400,
fees are waived plus
one free raffle ticket for each member of the team!**

Our 2023 Main Sponsor

This could be YOU!

For more information, please contact

Sarah Polk

207.242.3024

sjane84@gmail.com

<http://www2.jdrf.org/goto/colormecuredthomastonme2022>

<https://fb.me/ef1dhCzSfw>

THANK YOU TO OUR SPONSORS!

Town of Thomaston Property Use Application

Town Property Site:		
<input type="checkbox"/> Academy Building Gym	<input checked="" type="checkbox"/> Thomaston Green	<input type="checkbox"/> Municipal Building Lura Libby Room
Applicant:		
Name: <u>Alysia Tlapak</u>		Email Address: <u>alysia.Tlapak@gmail.com</u>
Street Address: <u>239 Main Street</u>		Home/Work Phone:
City/State/Zip: <u>Thomaston, ME, 04861</u>		Cell Phone: <u>(732) 275-7206</u>
Event: <u>1st annual Kite Flying Get Together</u>		
Organization/Group:		
Type of Organization: <input type="checkbox"/> For-Profit <input type="checkbox"/> 501c3 Non-Profit <input type="checkbox"/> Resident <input type="checkbox"/> Non-Resident		
Type of Event: <u>Kite Flying get together</u>		
Date (s): <u>7/4/2023</u>	Start Time: <u>After Parade</u>	End Time: <u>when done</u>
Expected Number of Attendees: <u>Don't know</u>		
Insurance: <u>NONE</u>		
Insurance Company:		
Policy #:		
Limits of Liability:		
Please attach a copy of certificate of insurance naming the Town of Thomaston as an additional insured policy.		
General Service Questions:		
Are you setting up canopies or tents? What is your plan to repair any damage caused by stakes, tie-downs, etc.?		
<u>NO</u>		
Are you having the event catered or are you serving alcohol?		
<u>NO</u>		
Are you setting up a PA (sound) system? Amplified Music? Band? DJ?		
<u>NO</u>		
Will your event require Police, Fire, or EMS assistance? Additional fees may apply. Please describe.		
<u>NO</u>		
Town Office Use Only		
Approved _____	Denied _____	Date _____
Cleaning Fee \$ _____	Town Official Signature _____ Title	
Rent Fee \$ _____		
Other Fee \$ _____		
Total Paid \$ _____		

Dear whom it may concern,

I would like to organize a kite flying get together where people meet up at the green at the same time and all fly kites. I plan to put flyers around town/surrounding towns and post on social media. I would like this to take place on 7/4/23 after the parade. I was thinking about asking the local business to donate some gift cards/items to have a few prizes. The prizes would be for things like best kite, fonnest kite, highest kite, etc. If this event was a success maybe it could turn into something larger in the future.

Thank you for your time,
Alycia Flapak

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 13
BUDGET VALIDATION REFERENDUM
(20-A M.R.S. § 1486)**

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

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

**TOWN OF THOMASTON
REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Knox County, ss.

State of Maine

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

TO THE VOTERS OF THOMASTON: You are hereby notified that a Regional School Unit budget validation referendum election will be held at the Thomaston Municipal Building, 13 Valley Street in the Town of Thomaston on Tuesday, June 13, 2023 for the purpose of determining the following articles:

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

Article 1: Do you favor approving the Regional School Unit No. 13 budget for the upcoming school year that was adopted at the latest Regional School Unit budget meeting?

The voting on Article 1 shall be by secret ballot referendum. The polls will be opened immediately after election of the moderator following commencement of the meeting at 8:00 A.M. and closed at 8:00 P.M.

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

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

Given under our hand this day, May 3, 2023 at Rockland, Maine.

[Handwritten signatures]

[Handwritten signatures]

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

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

[Handwritten signature]

Jennifer Colby
Resident of
Regional School Unit No. 13

Countersigned this _____ day of _____, 2023 at Thomaston, Maine.

A majority of the Municipal Officers of Thomaston, Maine

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

Melissa Stevens, Municipal Clerk
Thomaston, Maine

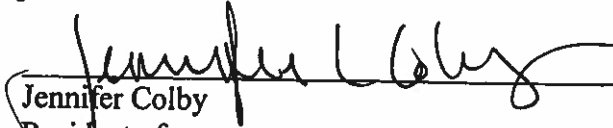
RETURN

Knox County, ss.

State of Maine

TO: The School Board of Regional School Unit No. 13
_____, 2023

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


Jennifer Colby
Resident of
Regional School Unit No. 13

RETURN

Knox County, ss.

State of Maine

TO: The Municipal Officers of the Town of Thomaston

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

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

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

Dated at Thomaston, Maine: _____, 2023

Melissa Stevens, Municipal Clerk
Thomaston, Maine

	FY24 ED-279 Required Local EPS	FY24 State Contribution by Municipality	FY24 Debt Additional	FY24 Other Additional	FY24 Adult Ed/Nutrition	FY24 Total Revenue	FY23 Local Revenue	YoY Difference	FY24 Tax Impact
Cushing	\$ 2,249,683.67	\$ 742,266.59	\$ 292,631.36	\$ 1,537,088.21	\$ 77,038.28	\$ 4,156,441.52	\$ 4,005,543.87	\$ 150,897.65	3.63%
Owls Head	\$ 2,407,422.53	\$ -	\$ 333,946.27	\$ 1,754,100.70	\$ 61,987.56	\$ 4,557,457.06	\$ 4,218,681.21	\$ 338,775.85	7.43%
Rockland	\$ 5,947,849.50	\$ 4,039,950.49	\$ 831,108.42	\$ 4,365,516.17	\$ 257,171.02	\$ 11,401,645.11	\$ 10,968,973.48	\$ 432,671.63	3.79%
South Thomaston	\$ 2,029,315.50	\$ 867,908.93	\$ 270,428.89	\$ 1,420,466.54	\$ 74,599.23	\$ 3,794,810.16	\$ 3,603,792.41	\$ 191,017.75	5.03%
Thomaston	\$ 2,610,497.33	\$ 2,208,968.50	\$ 383,842.60	\$ 2,016,188.31	\$ 124,094.09	\$ 5,134,622.33	\$ 4,951,140.60	\$ 183,481.73	3.57%
	\$ 15,244,768.53	\$ 7,859,094.51	\$ 2,111,957.55	\$ 11,093,359.93	\$ 594,890.18	\$ 29,044,976.19	\$ 27,748,131.57	\$ 1,296,844.62	

	FY23 Required Local	FY23 Debt	FY23 Other Additional	FY23 Revenue
Cushing	\$ 2,219,223.00	\$ 313,507.77	\$ 1,431,023.60	\$ 4,005,543.87
Owls Head	\$ 2,758,823.00	\$ 362,534.07	\$ 1,654,806.87	\$ 4,218,681.21
Rockland	\$ 5,801,528.00	\$ 906,911.27	\$ 4,139,646.71	\$ 10,968,973.48
South Thomaston	\$ 1,966,345.00	\$ 287,379.83	\$ 1,311,761.15	\$ 3,603,792.41
Thomaston	\$ 2,591,855.00	\$ 414,065.88	\$ 1,890,026.62	\$ 4,951,140.60
	\$ 15,337,774.00	\$ 2,284,398.82	\$ 10,427,264.95	\$ 27,748,131.57

	FY24 Adult Ed	FY24 Nutrition	% Pupil Population	Adult Ed Contribution
Cushing	\$ 46,817.09	\$ 38,850.00	12.95%	\$ 38,188.28
Owls Head	\$ 37,670.59	\$ 31,260.00	10.42%	\$ 30,727.56
Rockland	\$ 156,285.93	\$ 129,690.00	43.23%	\$ 127,481.02
South Thomaston	\$ 45,334.85	\$ 37,620.00	12.54%	\$ 36,979.23
Thomaston	\$ 75,413.48	\$ 62,580.00	20.86%	\$ 61,514.09
	\$ 361,521.94	\$ 300,000.00		
State Subsidy	\$ 66,631.76			
	\$ 294,890.18			