

**SELECT BOARD MEETING  
MONDAY, MARCH 22, 2021  
EXECUTIVE SESSION: 5:30 P.M.  
REGULAR MEETING: 6:00 P.M.**

**ZOOM ONLY**

*(If you wish to attend via Zoom, please email the Town Manager at [kgeorge@thomastonmaine.gov](mailto:kgeorge@thomastonmaine.gov) or visit the calendar on the Town website at [www.thomastonmaine.gov](http://www.thomastonmaine.gov) for the meeting link.*

**EXECUTIVE SESSION AT 5:30 P.M.**

Pursuant to MRS Title 1, §405 (E), for consultations between a body or agency and its attorney.

**SELECT BOARD REGULAR MEETING AT 6 P.M.**

- 1. CALL THE MEETING TO ORDER**
- 2. PUBLIC HEARINGS:**
- 3. APPROVE THE MINUTES OF: September 28, 2020**
- 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**
- 10. NEW BUSINESS**

**A. Discuss the road named "William King Street" per the request of Dave Martucci.**

- B. Consider advertising for bid the property located at 39 Knox Street, in accordance with article 24 of the 2019-2020 Town Meeting Warrant.
- C. Review the Request for Proposal (RFP) for parks as submitted by John Fancy.
- D. Authorize the Town Manager to sign the Maine Municipal Bond Bank acceptance letter for the Solar Array long-term financing.
- E. Authorize the Town Manager to sign the contract with Department of Environmental Protection (DEP) for \$125,000 in grant funds for the culvert replacement on Beechwood Street.
- F. Review for approval the Economic and Community Development Committee Policy.
- G. Consider the annual appointment of Caroline Ward-Nesbit as Head Librarian, in accordance with the Library Board of Trustees Ordinance.
- H. Accept with regret the resignation of Melissa Reynolds from the Planning Board.

**11. ADJOURN**

**Upcoming Dates:**

- |  |   |
|--|---|
| <b>Thursday, March 25<sup>th</sup></b> | <b>Budget Committee (Police and Public Works) at 6 p.m.</b> |
| <b>Thursday, April 1<sup>st</sup></b>  | <b>Budget Committee (Library and Watts Block) at 6 p.m.</b> |
| <b>April 6, 7, or 8<sup>th</sup></b>   | <b>Budget and Town Meeting Warrant Meeting (TBD)</b>        |
| <b>Monday, April 12<sup>th</sup></b>   | <b>Select Board Meeting at 6 p.m.</b>                       |

**Town of Thomaston  
September 28, 2020  
Select Board Minutes**

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

**Public:** Joanne Richards, Hank Carey, Virginia Blanchard, Noreen Mullaney, Tony Leo, Susan Devlin, Frank Devlin, Bill Wasson, Rog Grindell, John Fancy, Tim Hoppe.

Meeting called to order at 6 p.m. by Chair Peter Lammert.

**New Business:**

**9A. Town Manager Kara George presented “The Spirit of America” award to Hank Carey for all his years of service to the Town of Thomaston.**

**9B. Appointments for Boards, Committees and Trustees for 2020-2021.**

**Academy Board of Trustees:**

**ACTION:** Motion by Zel Bowman-Laberge to appoint Diane Giese, Melissa Harjula and Chris Farthing to the Academy Board of Trustees. Seconded by Bill Hahn. **VOTE: 4-0-1.** (Diane Giese abstained.)

**Library Board of Trustees:**

**ACTION:** Motion by Zel Bowman-Laberge to appoint Greg Hamlin and Marie Finnegan to the Library Board of Trustees. Seconded by Bill Hahn. **VOTE: 4-0-1.** (Diane Giese abstained.)

**Watts Block Trustees:**

**ACTION:** Motion made by Diane Giese to appoint James Cuthbertson, Chris Hirsch, and Charles Grover. Seconded by Zel Bowman-Laberge. **VOTE: 5-0.**

**Board of Appeals:**

**ACTION:** Motion made by Diane Giese to appoint Charles Grover. Seconded by Zel Bowman-Laberge. **VOTE: 5-0.**

**Budget Committee:**

**ACTION:** Motion made by Zel Bowman-Laberge to appoint Susan Devlin and Kimberly Matthews to the Budget Committee. Seconded by Diane Giese. **VOTE: 5-0.**

**Economic Development Committee:**

**ACTION:** Motion made by Bill Hahn to appoint Diane Giese to the Economic Development Committee. Seconded by Zel Bowman-LaBerge. **VOTE: 4-0-1.** (Diane Giese abstained.)

**Conservation Committee: Tabled**

**Georges River Shellfish: Tabled**

**Harbor Committee: Tabled**

**Planning Board:**

**ACTION:** Motion made by Zel Bowman-LaBerge to appoint Charles Frattini and Kimberly Matthew to the Planning Board. Seconded by Diane Giese. **VOTE: 5-0.**

**Recreation Committee:**

**ACTION:** Motion made by Diane Giese to appoint Kimberly Matthews to the Recreation Committee. Seconded by Bill Hahn. **VOTE: 5-0.**

**Personnel Committee:**

**ACTION:** Motion made by Zel Bowman-Laberge to appoint Andrew Josephs. Seconded by Bill Hahn. **VOTE: 5-0.**

**9C. Consider Select Board appointments. 2020-2021**

**Comprehensive Plan/Ad-Hoc:**

**ACTION:** Motion made by Zel Bowman-Laberge to appoint Diane Giese to the Comprehensive Plan Committee. Seconded by Bill Hahn. **VOTE: 5-0.**

**ACTION:** Motion made by Bill Hahn and seconded by Zel-Bowman Laberge to appoint Select Board representatives to the following Boards and Committees: **VOTE: 5-0**

1. Cemetery Trustees: Peter Lammert, Bill Hahn, Sandy Moore, Zel Bowman-Laberge, and Diane Giese
2. Watts Block Trustees: Bill Hahn
3. Conservation Commission: Sandy Moore
4. Economic Development Committee: Bill Hahn
5. Georges River Inter-local Clam Management: Bill Hahn
6. Maine Water Company Advisory: Peter Lammert
7. Mid-coast Economic Development District: Bill Hahn
8. OHSTT Solid Waste Transfer Station Board: Zel Bowman-Laberge and Ron Porter
9. Municipal Facilities Committee: Peter Lammert and Bill Hahn
10. Personnel Committee: Sandy Moore and Zel Bowman-Laberge

**9D. Consider Annual Appointments of Municipal Officers and Town Manager appointments.**

**ACTION:** Motion made by Bill Hahn, seconded by Diane Giese to appoint municipal officers for 2020-2021. **VOTE: 5-0**

**9D. Consider annual Town Manager Appointments.**

**ACTION:** Motion made by Bill Hahn, seconded by Diane Giese to confirm the annual town manager appointments for 2020-2021. **VOTE: 5-0**

**9E. Tony Leo appointed to Public Works.**

**ACTION:** Motion made by Bill Hahn, seconded by Diane Giese to confirm the appointment of Tony Leo as a full-time employee of Thomaston Public Works.  
**VOTE: 5-0.**

**9F. Weeds located at 43 Beechwood Street.**

The noxious weeds are located on the right of way of the Town. Code Enforcement Officer Bill Wasson will speak with the property owner.

**9G. Request of Chris Crosman to place American Flags on the Thomaston Green for people that passed due to COVID19.**

No discussion or action made at this time.

**9H. Workshop date to discuss the voting results of the Thomaston Green.**

**ACTION:** Motion made by Sandy Moore to hold a workshop on October 7<sup>th</sup> at 6 p.m. to discuss the Thomaston Green and the future development. Seconded by Bill Hahn. **VOTE: 5-0.**

**9I. Sundog Solar requesting 30% deposit for Solar Array Project.**

Peter Lammert asked where the money is coming from for the deposit. Bill Hahn stated we should have the liability bond in hand from Sundog prior to payment. John Fancy is working with Dan Pittman of Eaton and Peabody on the application for interim financing/construction loan.

**ACTION:** Motion made by Bill Hahn to make the 30% deposit for the Solar Array Project. Seconded by Diane Giese. **VOTE: 5-0.**

**9J. Town Manager to sign Dirigo Engineering proposal for engineering services on the Beechwood St. Culvert Replacement.**

The State of Maine will be awarding \$95,000 to \$125,000 in grants this year for culvert replacements.

**ACTION:** Motion made by Diane Giese to authorize the Town Manager to sign the proposal for Dirigo Engineering. Seconded by Bill Hahn. **VOTE: 5-0.**

**9K. Select Board meeting reschedule.**

**ACTION:** Motion made by Bill Hahn. Seconded by Diane Giese to move the Monday, October 12<sup>th</sup> meeting to Wednesday, October 14<sup>th</sup> due to the holiday. **VOTE: 5-0.**

**9L. Joint Workshop with the Comprehensive Plan Committee to discuss future roles.**

**ACTION:** Motion made by Zel Bowman-LaBerge to set the joint workshop meeting for October 14<sup>th</sup> at 5 p.m. Seconded by Diane Giese. **VOTE: 5-0.**

**9M. LRAP Certification (Local Road Assistance Program).**

**ACTION:** Motion made by Bill Hahn to sign the LRAP Assistance Program. Seconded by Diane Giese. **VOTE: 5-0.**

**8. OLD BUSINESS**

Bill Hahn informed the Board that an ADA compliant bathroom at the Moondance (Watts Block) location will be installed at a cost of approximately \$8,000. Money will come from monies left over from last year's budget.

**ACTION:** Motion made by Diane Giese. Seconded by Zel Bowman-LaBerge to complete the bathroom at the Watts Block building. **VOTE: 5-0.**

Bill Hahn informed the Board that the last two parking spaces by Watts Block will be reserved with signs for Watts Block use only.

**No Action taken.**

Sandy Moore informed the Board that Lowe's had donated 10 picnic tables to the Town to replace the old ones at the Main Street Mall.

October 10<sup>th</sup> there will be several different bands playing on the Thomaston Green from 11:30 to 1:30 for the public to enjoy.

**PUBLIC COMMENTS**

Rene Dorr, Director of the Recreation Department talked about the Little League fields and how many people are walking their dogs on the field and not cleaning up dog poop. Suggestions were for signs to be posted and the field be monitored as best as possible. This is also a health issue.

**ACTION:** Motion made by Sandy Moore. Seconded by Diane Giese to place signs and monitor the fields for offenders. **VOTE: 5-0.**

**4. Approve the Warrants**

**ACTION:** Motion made by Bill Hahn to approve the warrants. Seconded by Diane Giese to approve. **VOTE: 5-0.**

**6. Town Manager Report. (Please see attached.)**

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Chair Peter Lammert

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Recording Secretary Donna Culbertson

**Center for Tech and Civil Life Grant** I am happy to announce that the Town of Thomaston are recipients of the CTCL Covid19 Response Grant for election activities. The grant awarded is for \$5,000 and is non-matching. We plan to use the funds to pay the remaining balance on the outside ballot drop box purchase and to purchase new voting booths for the election polls. The voting booths have already arrived and just need to be assembled.

**Crematorium Recount** Since the last regular Select Board meeting, Missy Stevens successfully completed the Town's first municipal referendum recount. Thank you to all the folks that volunteered their time to the recount. The recount results were exactly the same as the ballot machine results. I have spoken to Attorney Paul Gibbons and he is currently working on drafting the crematorium lease.

**Conservation Commission** The Conservation Commission had their first meeting last week. They have decided to have regular meetings once a month on the first Monday of each month. The next meeting is scheduled for Monday, November 2nd at 5:30 p.m. Thank you to Sandy Moore for bringing the Commission back.

**Personnel Policy** Jodell and I attended an online webinar about the Earned Paid Leave Act from Maine Department of Labor that will be in effect on January 1, 2021. In summation, the Earned Paid Leave Act will require all employers who employ more than 10 people to pay 1 hour earned paid leave for every 40 hours worked, and a maximum of 40 hours per year. This will not effect the full-time employees where they already receive paid vacation time, but this means that all part-time and per diem's will qualify for earned paid leave. Jodell and I will be working with the Department Heads to revamp the Personnel Policy to present to the Select Board sometime in November for review. Due to this new law, Jodell and I will be recommending that vacation/earned time off will be accumulated at a pro-rated basis per pay period instead of once a year on an employee's anniversary hire date. There are other law changes that are in effect since our Personnel Policy was last amended in 2009 that should be reviewed.

Respectfully Submitted,

Kara George  
Town Manager



**Nomination Papers Available**

As a reminder, nomination papers are available now for Select Board, Board of Assessors and RSU 13 School Board. The deadline is Friday, April 9th at 2 p.m. to turn in papers.

**Budget Review**

Budget Committee meetings have started. On Thursday, the Committee met with Fire and EMS. Next Thursday, March 25th is Police and Public Works. Thursday, April 1st is Library and Watts Block.

The ballots must go to the printer by Tuesday, April 13th in order for us to have absentee ballots available 30-days prior to the June 8th town meeting election. I have several recommendations for the Board to consider with next steps of the budget:

- 1) The Board has a special meeting outside of our regular meeting schedule to review the completed budget and town meeting warrant. (Suggested dates of April 6, 7, or 8th)
- 2) The Budget Committee is voting on each department's budget. I am recommending that instead of voting for the entire budget collectively, the Select Board also votes on each department's budget separately. Both the Budget Committee and the Select Board's vote/recommendation to be put on the town meeting warrant and ballots under each article.
- 3) On Monday, April 12th at the regular Select Board meeting, the board reviews the final town meeting warrant for approval to go to the printer the next day. This will give me time to prepare an amended warrant if the Board has any changes to make from the special review meeting.
- 4) The Select Board sets a date for a public hearing to discuss all the meeting warrant articles prior to absentee voting starting. (Suggested dates of May 3, 4, 5, or 6th) In addition to holding a public hearing, the town meeting warrant with general explanations will be sent out via email, website, Facebook, and snail mail.

**Union Negotiations**

We have reached a tentative contract agreement with the Fraternal Order of Police (FOP) after several meetings. Our attorney will be drafting the contract for the Board to review in early April. The contract is for 3-years from July 1, 2021 to July 1, 2023.

Teamsters negotiations start on April 27th. My hope is to have both union contracts settled and ready to go for the start of our fiscal year on July 1st.

**Upcoming Conferences**

Our staff has been busy taking classes, even if that is remotely to stay on top of any laws and procedure changes. Dave Martucci has been training on the new Assessor modules with our TRIO software. Missy Stevens and Sally Fuller are attending the Virtual Brown Bag Lunch Series that offers further training on vital records through Maine Town and City Clerk's Association. Donna Culbertson and Sally Fuller are taking a Tax Lien Procedures Class through Maine Town and City Tax Collector Association.

I will be taking an MMA Personnel Practices course and attending a virtual Maine Town and City Manager Association Manager Interchange conference. Additionally, Maine Municipal Association has asked me to be a panelist at the annual HR & Management Conference in June. The session features a panel of younger municipal employees to discuss why you joined municipal government (what drew you to the profession, what motivates you to remain in local government, were there any surprises, etc.) Were there any surprises? :)

## Kara George

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**From:** Dave Martucci  
**Sent:** Monday, March 15, 2021 3:08 PM  
**To:** Kara George  
**Subject:** Thomaston Green

Kara,

A situation has arisen regarding the road across the Thomaston Green. The State Maintenance Building needs a true street address. They are asking for a Ship Street address. Problem is, if the development plan to finish the road out to Ship Street is going to happen, then they would have an address on that road (#48). If that is never going to happen, then we should extinguish the easement and they can have a Ship Street address (#8). As long as the easement exists, this is in limbo. What I need to see happen is:

- 1) A commitment about finishing the road or not; and
- 2) An official name.

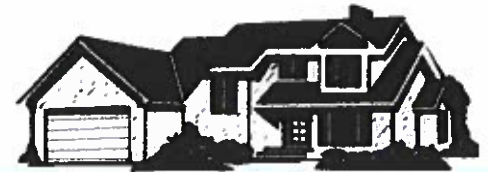
To be sure, the Subdivision Plan had to have a road name so "William King Street" was inserted and by our ordinance is the name unless the Town wants another. The Select Board, I believe, did not like the first Maine Governor's name (maybe it was because he made out so well by selling that land to the State). At any rate, they should vote what to do about it because I know in 2008 they discussed it and then tabled it. The name matters not to me. (We had other suggestions, like "Up The River Road"!) But a name should be authorized. Because it was created in a subdivision plan, it does not have to go to Town Meeting for approval.

Please let me know what you think as soon as you can so I can let the Warden know where we are going.

Thanks.

David B. Martucci, CMA  
Town of Thomaston, Maine  
Assessors' Agent  
13 Valley Street  
Thomaston ME 04861-3818  
(207) 354-6107 ext. 109  
[dmartucci@thomastonmaine.gov](mailto:dmartucci@thomastonmaine.gov)

*Please be advised that pursuant to Title 1 M.R.S. § 402(3), a public record includes any written, printed or graphic matter or any mechanical or electronic data in the possession or custody of an agency or public official that has been received or prepared for use in connection with the transaction of public or governmental business and contains information relating to the transaction of said business; therefore, the public is advised that any correspondence, whether by traditional method or e-mail with Town offices or Town officials, with certain limited exceptions as defined by law, is a public record and is available for review by any interested party.*



16 March 2021

Thomaston Select Board

Honorable Members,

A situation has arisen that requires me to request you consider the Thomaston Green Road. Back in 2012, you may recall, the Thomaston Green Subdivision was approved. It planned for a road across the parcel from Wadsworth Street to Ship Street plus a drive between the center of that road and US Route One.

Subsequent to the approval of that plan, the road was partially constructed from Wadsworth Street to the junction point of the proposed drive to U.S. One, where a “hammerhead” terminus was constructed.

In order for the plan to be approved by the Thomaston Planning Board, the Land Use Ordinance required the plan to have a proposed road name. The name “William King Street” was placed on the plan to meet the requirement for approval. William King, of course, was Maine’s first Governor in 1820 and also the prior land owner who sold much of this parcel to the State to be developed into a prison.

There was some opposition to the name along with other proposals (e.g. “Up The River Road”). The Select Board back then looked at this issue and basically tabled it.

The Ordinance says the road name is established by the developer through the subdivision plan unless the road is to be dedicated to the Town for public use, in which case the Town makes the final decision as to what the name should be. There are some rules about what it cannot be according to the E911 Ordinance, but these are basically not something easily confused with an existing name.

Since the Town is also the subdivision developer, we have a unique situation. As the developer, the Select Board appears to have full authority to name the road anything they want. This would still be subject to a Town meeting vote if the road goes through all of the steps normally taken, but I am not certain this would be required.

At any rate, the last remaining prison structure, the so-called Maintenance Building (Map 101, Lot 016) is about to be redeveloped by the State Prison for use as a State Prison Mail Sorting Facility. To be able to accomplish this, they are required to get an official E911 address from the Addressing Officer, yours truly.

The problem is that if the road across the Green is ever completed, there is no question that the address would be #48 on that road. If completing it is not ever going to happen, then their address would be #8 Ship Street. I would hate to assign one only to have to change it at a later date.

If you look at the Subdivision Plan, you will see it calls for paving just to the existing tarmac on the Ship Street end. That appears to mean building an additional 342'± to connect the existing portions as shown on the plan (excluding the drive out to U.S. One).

What I am asking you to consider is the following:

- 1) Is the Town of Thomaston still planning on building the 342'± to connect the existing road across Thomaston Green to the paved areas that connect with Ship Street?
- 2) What is the official name of the road across the Thomaston Green?

If you confirm the first question in the affirmative, I plan to assign the Prison Mail Sorting Facility number 48 on the road whose name you confirm in the second question.

Thanks very much for your time and consideration. Attached is a copy of the Subdivision Plan and a 2019 aerial photo showing the road as built plus all of the parcel lines for your information.

Respectfully Submitted,



David B. Martucci, CMA  
Assessors' Agent  
Thomaston, Maine  
(207) 354-6107 ext. 109  
[dmartucci@thomastonmaine.gov](mailto:dmartucci@thomastonmaine.gov)

**TOWN OF THOMASTON  
NOTICE OF TAX SALE**

The Board of Selectpersons of the Town of Thomaston is accepting bids for the sale of the municipality's interest in a tax-acquired property. All bids must be received by the Selectpersons no later than April 21 at 5:00 pm. The bids will be opened and reviewed, and awarded on April 26, 2021 at the Board of Selectperson's Meeting at 6pm at the Thomaston Municipal Building by Zoom. The Selectpersons of Thomaston reserve the right to reject any and all bids. The properties shall be conveyed by a quitclaim deed without covenants. In the event that the successful bidder fails, for any reason, to complete the purchase in the time stated, the bid acceptance is void and the Board of Selectpersons may thereafter negotiate a sale of the property with any or all unsuccessful bidders.

**NOTE: THE FOLLOWING VOTER APPROVED ARTICLE CONTROLS THESE SALES:**

**ARTICLE 24 OF THE 2019-2020 TOWN MEETING WARRANT**

To see if the Town will vote to authorize Selectpersons, on behalf of the Town, TO SELL AND DISPOSE OF ANY REAL ESTATE ACQUIRED BY THE TOWN for non-payment of the taxes thereon and to execute quit claim deeds for said property, said real estate to be sold as follows:

1. A notice of intent to sell such property shall be published in a newspaper of general circulation in Knox County at least three weeks prior to such sale, inviting interested parties to submit sealed bids thereon.
2. The parties from whom the property has been taken for non-payment of taxes thereon may purchase Said real estate from the Town at any time during the process, the purchase price in the latter case Being all unpaid taxes on said property, plus interest, lien costs and the cost of the publication of the Notice plus the cost of the quit claim deed.
3. In the event the parties from whom the real estate was taken by the Town for unpaid taxes fails to Redeem the property as provided in Paragraph 2, the Board of Selectpersons may sell the property to The highest bidder.

The following property is located at:

39 Knox Street, Thomaston, Maine 04861  
Knox County Registry of Deeds: Book 5458, Page 174 Lien  
Knox County Registry of Deeds: Book 1985, Page 259 Property Deed

Place bid in a sealed envelope properly marked: Property (Location)

The tax maps, bidding forms and other public information concerning the property may be reviewed at the Town Office. We are open by appointment only. Monday-Thursday 8:00am to 5pm. Friday 8am - 2pm, or by calling 207-354-6107.

**RE Account 158 Detail  
as of 03/17/2021**

Name: Wagner, Teresa Ann  
Location: 00039 Knox Street  
Acreage: 0.52 Map/Lot: 102-181  
Book Page:

Land: 138,303 As of 2021  
Building: 227,432  
Exempt 0  
Total: 365,735

2021-1 Period Due:  
1) 3,817.36  
2) 3,753.19

Ref1: S0870R  
Mailing 39 KNOX ST  
Address: THOMASTON ME 04861

Year	Date	Reference	P	C	Principal	Interest	Costs	Total
2021-1 R	11/23/20	Original			7,506.39	0.00	0.00	7,506.39
		Billed To: Teresa Ann Wagner						
		CURINT			0.00	-64.16	0.00	-64.16
		Total			7,506.39	64.16	0.00	7,570.55
2020-1 L	11/27/19	Original			7,720.26	0.00	0.00	7,720.26
	6/30/2020	CHGINT	A	I	0.00	-228.43	0.00	-228.43
	9/10/2020	DEMAND	A	3	0.00	0.00	-9.85	-9.85
		Demand Fees						
	10/14/20	Liened			7,720.26	430.21	70.80	8,221.27
		CURINT			0.00	-260.59	0.00	-260.59
		Total			7,720.26	690.80	70.80	8,481.86
2019-1 L	06/30/20	Original			7,236.23	0.00	0.00	7,236.23
	06/30/20	Liened			7,236.23	0.00	67.70	7,303.93
	6/30/2020	CHGINT	A	I	0.00	-674.45	0.00	-674.45
	2/10/2021	CHGINT	A	I	0.00	-312.25	0.00	-312.25
	2/10/2021	FCFEES	A	L	0.00	0.00	-9.95	-9.95
		Lien Maturity Fee						
		CURINT			0.00	-48.57	0.00	-48.57
		Total			7,236.23	1,035.27	77.65	8,349.15
Account Totals as of 03/17/2021					22,462.88	1,790.23	148.45	24,401.56

Per Diem	
2021-1	0.8226
2020-1	1.6921
2019-1	1.3878
Total	3.9025

Note: Payments will be reflected as positive values and charges to the account will be represented as negative values.

# Memo

**To:** Selectboard & Town Manager  
**From:** John Fancy  
**Date:** 3/17/2021  
**Re:** RFP for Parks

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The Comprehensive Plan, recently completed and approved by the voters, outlines a number of items that could be done to upgrade and improve our parks and the trails that connect them. In the current conditions that we live in, this seems very relevant, particularly with the need for people to get outdoors. What seems to be lacking now is a program to move these ideas ahead. A program that would reflect community goals and objectives and would also provide implementation strategies as well as estimated costs could help create a base for future action.

This kind of a project needs input from a firm that has the knowledge and experience, would be able to gather the ideas not only from the comp plan but from the community as a whole and, from their involvement in other communities, provide a logical and realistic master plan for Thomaston's parks and recreational trails.

The attached RFP would enable us to find a suitable firm and would also give us an estimate of what such a plan would cost. The grant program from the Maine Bureau of Parks and Lands could help fund this.

# Request for Proposals

## Development of a Parks and Recreational Trails Master Plan

**Purpose** – The Town of Thomaston Conservation Commission (TCC) is soliciting proposals from qualified Consultants to assist the TCC to prepare a Parks and Recreational Trails Master Plan. The purpose of this plan is to guide future decisions related to development and improvement of the Town's parks and recreational trails. The desired outcome is to contract with a professional firm or firms to conduct the activities necessary for the completion of the plan.

### **General Information** –

1. Contact: Questions may be directed to Sandy Moore, TCC Chair at [smoore@thomastonmaine.gov](mailto:smoore@thomastonmaine.gov) phone (540)845-0447 or John Fancy, TPCD Superintendent at [jfancy@thomastonmaine.gov](mailto:jfancy@thomastonmaine.gov) phone (207) 354-2136.
2. Proposal Submission: Proposals shall be sent by email to Donna Culbertson at [dculbertson@thomastonmaine.gov](mailto:dculbertson@thomastonmaine.gov) and should be received no later than 4:00 pm, Wednesday, April 7, 2021.
3. Proposal – No oral, email or telephone adjustments to proposals will be considered. By submitting a proposal, the applicant agrees to all applicable provisions, terms and conditions associated with this RFP, which may become part of the resulting contract.
4. Evaluation – The proposal shall be evaluated by the TCC and sent to the Selectboard on April 12, 2021 for their consideration and approval. Evaluations will be based equally (20% weight on each criteria) on the following criteria:
  - a. Qualifications and experience of staff to be assigned to project.
  - b. History of firm in projects similar to Thomaston's.
  - c. Ability of the firm to complete the project on schedule.
  - d. Cost of completed Master Plan.
  - e. Firms understanding and approach to project.
5. Incomplete or late proposals – Proposals that do not specifically address each item on the evaluation criteria may be rejected. Proposals that are submitted after the deadline will be rejected.

### **Proposal submittal requirements** –

#### **Signed Transmittal Letter**

This letter will briefly summarize the firm's interest in performing the work and the commitment of key personnel identified in the submittal. It should also provide a summary of the key elements of the qualifications of the firm and its sub-consultants. It should highlight any unique and special qualifications or approaches that the firm wishes to be considered in the evaluation.

### **Firm Capability**

Recent and relevant experience of the firm and any proposed sub-consultants must be described. The projects listed should be similar in nature to the Scope of Work included in this Request for Proposals. Unique or special qualifications related to the substance of the proposed work should be emphasized. A tentative schedule indicating the duration and relationships of the tasks, key events and major deliverables must be included.

### **Staff Qualifications**

Personnel who will comprise the project team must be identified and their assignments and qualifications described. Of particular relevance will be experience on similar projects.

### **Project Understanding and Approach**

A general outline of the firm's understanding of the project must be provided. This description should include a summary of knowledge about Thomaston, general issues related to the preparation of this type of master plan, specific issues that may apply to Thomaston, the surrounding towns, the Georges River Land Trust (GRLT), other recreational agencies and special issues or problems that are likely. The objectives, major tasks and products described in the Scope of Work in this RFP should be used as a basis to describe approaches for dealing with the tasks and issues.

The consultant will be expected to work closely with the Thomaston Conservation Commission, the Georges River Land Trust and other municipal personnel in the completion of the required work. The Town staff will contribute to the completion of the task described in the Scope of Work. The proposal should include a description of the assumptions made concerning the nature and extent of the Town's contribution.

### **Cost Proposal**

A cost proposal to complete the proposed tasks must be provided. This cost proposal will include hourly billing rates for each professional title, a distribution of hours by task and reimbursable direct expenses. Any services that have been omitted from this specification that are clearly necessary for completing the work shall be considered a requirement although not directly specified.

### **Scope of Work**

This Scope of Work summarizes the tasks, and the required products of the project. The description of the task is provided to clarify the nature of the work that is expected to be performed by the selected consultants. Proposers are urged to use this information as the basis for preparing their detailed approach to the work.

### **Statement of Intent**

A comprehensive parks and recreational trails master plan is necessary to reflect community goals and objectives and to formulate implementation strategies. The plan will serve as a decision-making tool to assist in providing direction for effective planning and development of the parks and recreational trails for Thomaston.

## **Project Goals**

Thomaston has four public parks: Mall Park, Thomaston Green Park, Mayo Park and Mill River Park (see Public Parks map), a 500-acre Town Forest with hiking and bicycle trails and, in conjunction with the Georges River Land Trust, a section of the Highland Path (see attached trail information). The Town is also negotiating with the State of Maine to acquire water-front property on Wadsworth Street that could become a park with river access for small watercraft. This plan is intended to provide a comprehensive plan for upgrading and expanding the parks and trails, including water trails, of the Town so that in the future they will translate community and staff vision into a realistic, strategic and comprehensive planning tool with these goals:

- Provides a network of interconnected parks and trails that will serve the needs of the community and be part of improving the quality of life for all age groups.
- Provide for hiking/biking trails to connect with those of neighboring communities specifically South Thomaston (ultimately St. George) and Rockland.
- Determines possible expansion of the two newest parks, Mill River and Thomaston Green, and plans facilities for their future use considering population characteristics.
- Provide preliminary planning for the proposed park on Wadsworth Street and consider making it part of an interconnected land/water trail for canoes/kayaks on the St. George River.
- Articulate appropriate phasing and priorities for implementing specific tasks related to the future parks and trails system.
- Guide future funding acquisition and development decisions related to the future parks and trails facilities.

## **Community Participation**

Work closely with TCC members and Town staff to facilitate active community participation. The consultant shall take the lead and work in concert with Town staff to determine Thomaston resident attitudes and opinions in regards to parks and trails. The consultant shall facilitate any public meetings (note: public meetings may not be possible) and collect information with surveys or by other means.

## **Construction and Maintenance Costs**

Provide specific cost estimates for acquiring and constructing future facilities and upgrading existing parks and trails to meet existing and future needs. Prepare specific goals that address funding and proposed costs. Recommend potential funding sources for construction and operation and maintenance costs.

## **Master Plan Completion**

Present the final plan to a meeting of the Selectboard and the Conservation Commission.

Provide ten (10) bound copies of the plan.

Provide the complete plan in a format compatible with the latest version of Microsoft Word.

## **Schedule**

Completion of work within four (4) months of notice to proceed.

**PUBLIC PARKS**  
of  
**THOMASTON, MAINE**

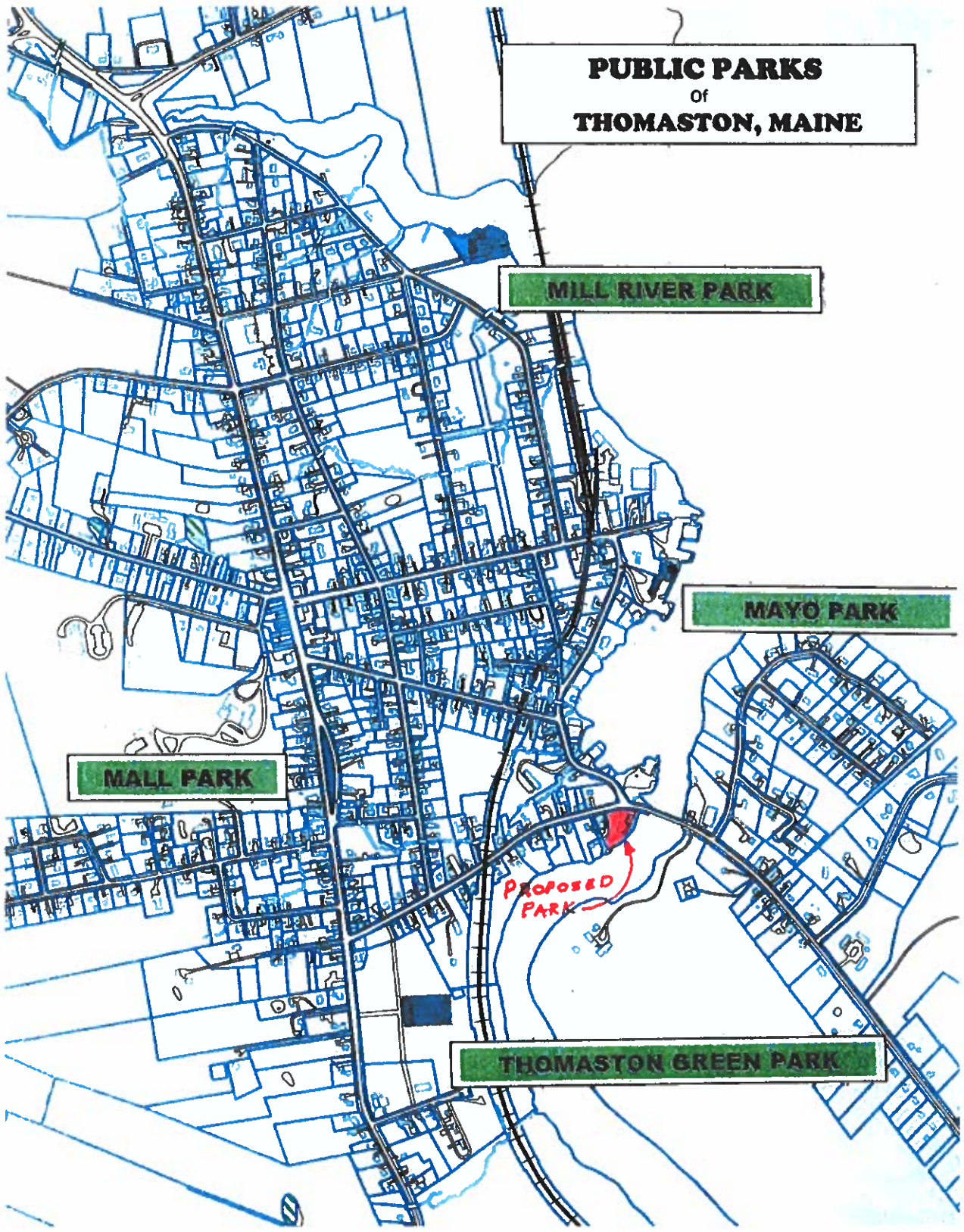
**MILL RIVER PARK**

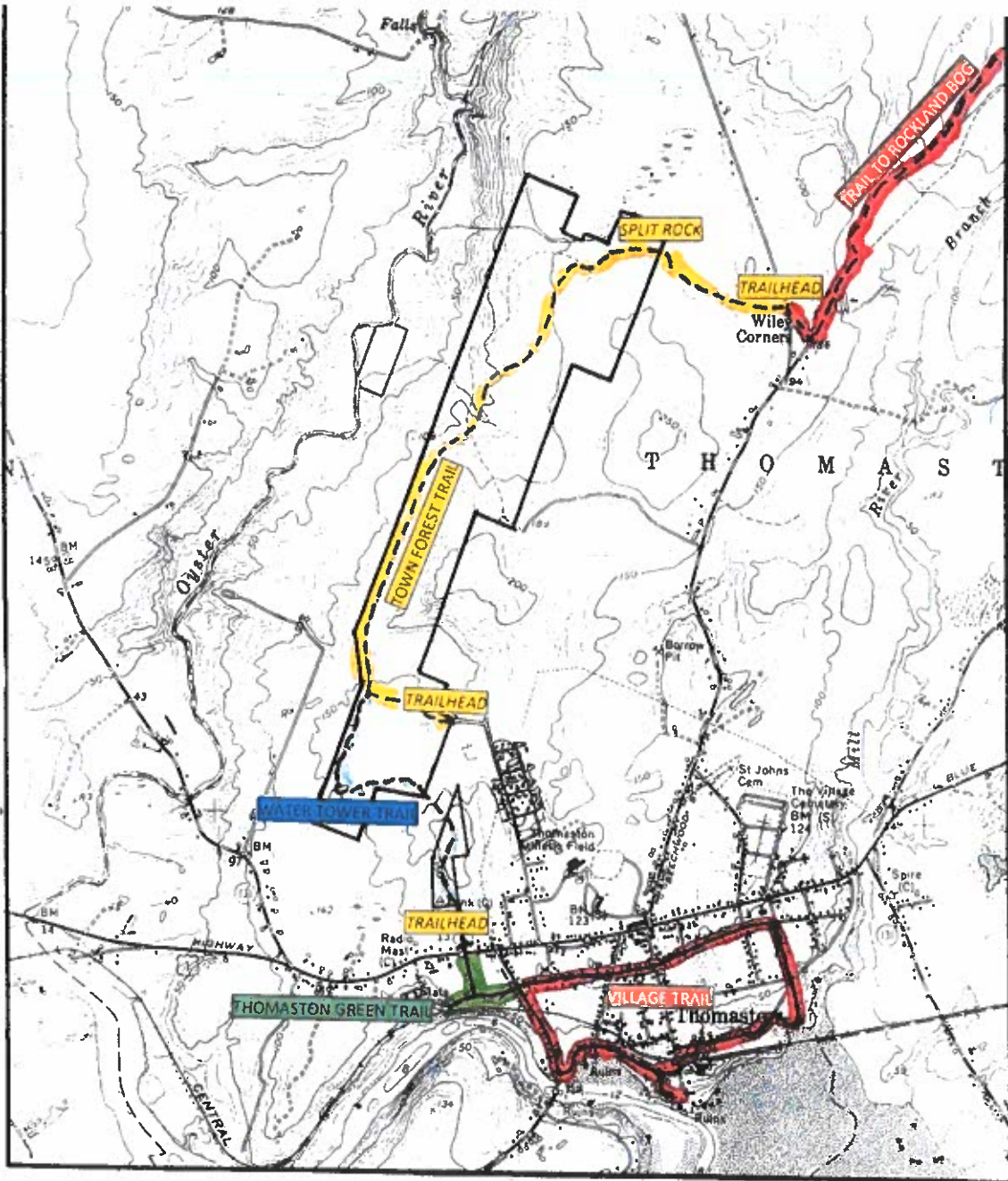
**MAYO PARK**

**MALL PARK**

**PROPOSED  
PARK**

**THOMASTON GREEN PARK**





**GEORGES HIGHLAND PATH – Trails in Thomaston**

May 2013

Scale 1inch = 2,000 feet

# Request for Proposals

Maine firms who can prepare a Parks and Recreational Trails Master Plan

March 2021

Ann Kearsley Design | [www.annkearsley.com](http://www.annkearsley.com) Portland, Maine

Context By Design - Landscape Architecture / Planning | [www.contextbydesign.com](http://www.contextbydesign.com)

Winter Harbor, Maine

Coplon Associates | [www.coplonassociates.com](http://www.coplonassociates.com) Bar Harbor, Maine

Lark Studio | [www.la-rk.com](http://www.la-rk.com) Bar Harbor, Maine

Milone & MacBroom | [www.miloneandmacbroom.com](http://www.miloneandmacbroom.com) Portland, Maine

Mitchell & Associates | [www.mitchellassociates.biz](http://www.mitchellassociates.biz) Portland, Maine

Mohr & Seredin Landscape Architects | [www.mohrseredin.com](http://www.mohrseredin.com) Portland, Maine

Sebago Technics | [www.sebago-technics.com](http://www.sebago-technics.com) South Portland, Maine

TJDA | [www.tjda.net](http://www.tjda.net) Yarmouth, Maine

## John Fancy

---

**From:** jonathan.eaton3@gmail.com  
**Sent:** Saturday, March 13, 2021 10:10 AM  
**To:** John Fancy  
**Subject:** RE: Thomaston Green

Hi John,

I think this is a great proposal to move the town forward. In short, I like it a lot.

We've been hung up on what sort of a grant proposal to submit to the Maine Bureau of Parks and Lands this year (proposal deadline: end of May). This RFP could help to clarify that, and the development costs for a master plan would qualify for grant funding.

What do you think about adding the "nodes" of a water trail network—by which I mean canoe/kayak launch/take-out points—at Mill River Park, the lime kiln, and possibly at the Route 1 bridge and on town-owned land up the Oyster River, as we've discussed in the past? The land-side trails are the more immediate target, but I like the idea of pitching this from the beginning as an interconnected land-and-water-trail network.

Also, I would vote to include the trail segment along the west bank of the Mill River, crossing the Mill River adjacent to Route 1, and then south along the east bank of Mill River, with access to the Knox Museum and a potential bike trail from there overland to Rockland. We have Maine DOT coming in April to look at the proposed Mill River crossing for possible funding.

In other words, I vote for inclusiveness in the master plan, even though some segments will happen earlier than others, because a bigger plan will attract more voter and grant support.

Let's do this!

Jon

**From:** John Fancy <jfancy@thomastonmaine.gov>  
**Sent:** Friday, March 12, 2021 1:03 PM  
**To:** Jonathan Eaton <jonathan.eaton3@gmail.com>  
**Subject:** Thomaston Green

Hi Jon,

Please take a look at the attached RFP. I have talked to some of the Selectboard members and Kara about using this approach to move ahead with the Thomaston Green Project. Responses to this RFP would give us a picture of what we would get with a master plan and what it would cost. If we had a master plan that was done by an outside firm that was an authority on parks and trails and was adopted by vote of Thomaston citizens it could allow us to move ahead as well as put us in a better position to apply for grants and other financial assistance. Your comments are welcome.

John Fancy, Superintendent  
Thomaston Pollution Control Dept.  
33 Clark Street  
Thomaston, ME 04861

## John Fancy

---

**From:** bill@tidalworksthomaston.com  
**Sent:** Sunday, March 14, 2021 10:45 AM  
**To:** John Fancy  
**Subject:** RE: Thom. Green RFP

John,

I think this is a very good suggestion. Whatever plans get developed for the Green, any development should not impact the trails system ( and was never intended to).

I would like to see the development of the trail to the other side of Mill River and the path across Dragon to Rockland included in planning and conversation; I think the piece from High St. to Thomaston St. is low hanging fruit...

Thanks as always....

**From:** John Fancy <jfancy@thomastonmaine.gov>  
**Sent:** Friday, March 12, 2021 12:53 PM  
**To:** bill@tidalworksthomaston.com  
**Subject:** Thom. Green RFP

Hi Bill,

Sandy and I have talked about this as a way to move the Thomaston Green Project ahead in concert with ALL the trails and parks in town. This would eliminate the need for a task group and give us a plan that considered the big picture and it would come from an outside authority not a local group with their minds already made up. It would also give cost estimates for development and for operation.

John

# Memo

**To:** Selectboard & John Fancy  
**From:** Kara George  
**Date:** 3/18/2021  
**Re:** Long-Term Funding for Solar Array

---

We have been informed that the Maine Municipal Bond Bank (MMBB) has approved our application for long-term funding for the solar array (see attached letter). I have reviewed the letter with John Fancy and we agree with the conditions outlined in the letter.

The funds from this bond will be used to pay the \$1.2M construction loan we have with Camden National that comes due in May.

It is recommended that the Board pass the following motion: **Move to authorize Kara George to sign the MMBB acceptance letter.**



Terry Hayes, *Executive Director*  
Tel 207-622-9386  
Fax 207-623-5359

March 17, 2021

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

Dear Ms. George:

It is my pleasure to inform you that the Commissioners of the Maine Municipal Bond Bank ("The Bank") have approved the application from the **Town of Thomaston** for **\$1,200,000** for **15** years. The Bank will include the loan in our next issue if and when we issue.

The approval of this loan is conditioned on the following items:

1. The normal documentation and Bond Counsel's legal opinion be received within our time frame including verification that this project would not become a private activity issue, that all tax questions are resolved, and that all required legal actions by the voters or governing body of the town have been either waived pursuant to law or have been complied with.
2. No substantive change occurs in your financial condition.
3. No litigation is threatened or pending that may have material effect on the bond issue.
4. The town agrees to submit annual audited financial reports, available prior to the sale and during the entire life of the bond issue.
5. The town agrees that upon completion of the work, the town will submit to the Bank a project cost form (supplied by the Bank).
6. No change in the laws occurs that could affect the issue.
7. The town agrees to indemnify and hold the Bank harmless from liability resulting from any subsequent withdrawal of this approval.

Page Two

The approval of this application will expire one year after the date of this letter. After one year, applications may be renewed by the mutual agreement of the town and the Bank. The Maine Municipal Bond Bank reserves the right to postpone or cancel the issuance of the loan for any reason it deems reasonable.

Once you have read this letter and agreed to its terms, **please sign below and return the original to the Bond Bank.** After we receive the commitment letter, bond counsel is sent loan agreements and a checklist of preliminary documentation that needs to be completed by the deadline specified on the financing schedule. If you have any questions concerning the conditions mentioned above or the financing process going forward, please feel free to call Toni Reed.

I would like to take this opportunity to thank you for your participation with the Bond Bank. Please be assured that every effort will be made to get the lowest total cost for your long-term capital needs. If you have any questions, please do not hesitate to call this office.

Sincerely,

Terry Hayes  
Executive Director

Seen and Agreed to by \_\_\_\_\_

cc: Bond Counsel  
Dan Pittman, EatonPeabody

# Memo

**To:** Selectboard  
**Cc:** Town Manager  
**From:** Brandon Allen & John Fancy  
**Date:** March 17, 2021  
**Re:** BEECHWOOD STREET CULVERT – DEP Grant

---

We have received a copy of the contract that DEP will use to provide Thomaston with the \$125,000 grant toward the replacement of the culvert on upper Beechwood Street. A copy of the proposed contract is attached. We have reviewed the contract and it is similar to the ones used by the State on other projects when they have provided funding to Thomaston in the past.

We realize that the project must still be approved by the voters who will have to approve a short-term borrowing, not to exceed \$100,000, that would be repaid in the next few years by the annual \$24,000 that would have gone into the Culvert Reserve Account. No property tax increase is needed to fund this project. However, the contract has an end date of March 24, 2023 which means that we have two summers to complete the work. Work around the stream can only be done between July 15<sup>th</sup> and the end of September. If the voters turn down the borrowing this year we can go back in 2022 as we will need to borrow less, then as the \$24,000 in the FY 22/23 budget will go toward this project.

If the Board decides to move this project ahead you could pass the following motion: **Move to authorize Kara George, Town Manager, to sign the contract with DEP for grant funds to be used for the culvert replacement on Beechwood Street.**



**STATE OF MAINE | SERVICE CONTRACT**

**DEPARTMENT AND PROVIDER POINT OF CONTACTS**

**CONTRACT ADMINISTRATOR:** The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: John Maclaine

Email: [john.maclaine@maine.gov](mailto:john.maclaine@maine.gov)

Address: 17 State House Station

City: Augusta

State: ME

Zip Code: 04333-0017

Telephone: (207) 615-3279

**PROGRAM ADMINISTRATOR:** The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: same as above

Email:

Address:

City:

State:

Zip Code:

Telephone:

**PROVIDER CONTACT:** The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: Brandon Allen, Public Works Director

Email: [\\_ballen@thomastonmaine.gov](mailto:_ballen@thomastonmaine.gov)

Address: 13 Valley Street

City: Thomaston

State: ME

Zip Code: 04861

Telephone:(207) 354-4278

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C – Exceptions - Additional Terms of Payment
<input type="checkbox"/>	Rider D - Federal Grant Terms & Conditions
<input type="checkbox"/>	Rider E – Lobbying Certificate if Over \$100,000
<input type="checkbox"/>	Rider F – None
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Other – None

**All work conducted with funds under the terms of this contract must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic, and may be deemed essential services. Any agreements between your organization and another contractor using funds provided by this contract must include a statement that the contractor must comply with all applicable Executive Orders issued by Governor Mills in response to the COVID-19 pandemic.**

**STATE OF MAINE | SERVICE CONTRACT**

**FUNDING RIDER**

**Internal Purposes Only**

**CODING:** (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$62500	018	06A	Z188	54	6331				FY21

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$62500	018	06A	Z188	54	6331				FY22

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR

**Funding Total: \$125000**

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$ 0
Dedicated/Special Revenue	\$125000
Federal Funds	\$ 0

**RIDER A  
SCOPE OF WORK**

**TABLE OF CONTENTS**

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures

**I. ACRONYMS/DEFINITIONS:**

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

**II. INTRODUCTION/OVERVIEW:**

The purpose of this Contract is provide partial funding for the installation of municipal stream crossing upgrades to benefit public safety, infrastructure resiliency, and improve fish and wildlife habitat. The competitive grant program for Municipal Infrastructure Stream Crossing Upgrades matches local funding for the upgrade of municipal culverts at stream crossings.

The Provider will use the grant funds for the purpose stated in the grant application for RFP#202008127. If the Provider significantly changes the scope/type of the system so that the overall cost is changed, the Provider must notify the Department of the changes. If the overall cost is less than that stated in the application, the Provider must return the unused balance to the Department within 60 days. Only 8% of the total grant can be applied to engineering/design costs.

**III. DELIVERABLES:**

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

1. Prior to the start of construction, submit a copy of the complete permit application materials and the approved permit from the Army Corps of Engineers or a copy of the final stamped engineering plans to be used for construction.

2. Following completion of the project and prior to the final invoice being paid, send the Contract Administrator photos of the completed project. These photos should include, at a minimum: photos showing the structure from upstream and downstream of the crossing, photos from the roadway looking upstream and downstream, and photos of the culvert inlet and outlet water levels.

**IV. PERFORMANCE MEASURES:** By accepting grant funds from the State of Maine, Department of Environmental Protection (Department) through the Grants for Stream Crossings Public Infrastructure Improvement Projects, the Provider agrees to the following requirements.

1. The Provider shall complete any remaining design and/or engineering, and construct the stream crossing upgrade in accordance with the design and/or conceptual sizing and layout as described in the grant application and supplemental materials submitted for RFP#202008127, unless specifically approved by the Contract Administrator in writing.
2. The Provider shall provide updates to the Department Agreement Administrator on a quarterly basis. Updates shall include a description of work accomplished in the preceding quarter, expense documentation, and an updated timeline or estimate on project completion.
3. The Provider shall employ all erosion and sediment control best management practices needed to control soil erosion on the site so that no eroded soil gets discharged to any nearby waterbody, wetland or river, stream, or brook. Furthermore no eroded soil shall be deposited on property beyond the project site. Erosion and sediment control best management practices shall be installed in accordance with the Maine Erosion and Sediment Control Practices Field Guide for Contractors.
4. When installing a crossing, river or stream flow shall be maintained at all times through diversions, pumps, or other approved means. If cofferdams will be used, a means of treating the water pumped out of the coffer dam area shall be installed so that water discharging back into the river or stream is free of eroded soil, and is situated in such a way as to not cause any soil erosion to occur at the discharge location in the river or stream.
5. Crossings must not block fish passage. Crossings must be sized based on the size of the watershed as determined by a registered professional engineer and designed to pass or exceed the flow of the 100 year flood and must be sized at least 1.2 times the bank full width of the river or stream, unless otherwise noted in the application. If installing a culvert, it shall be embedded into the stream bottom substrate at least one foot or 25% of the diameter of the culvert whichever is greater, to a maximum of 2 feet (measured from the invert). The culvert shall be designed, installed and maintained to match the natural stream grade to avoid drops or perching.
6. The Provider shall comply with all required local, state and federal regulations and obtain any required permits prior to starting work on the project. All conditions imposed as part of the permits shall be fully complied with. Any changes to design plans shall be reviewed and approved by the Department and all permitting agencies prior to the start of construction.
7. The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

**RIDER B  
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT**: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS**. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider agrees as follows:

## STATE OF MAINE | SERVICE CONTRACT

- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
  - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. **EMPLOYMENT AND PERSONNEL.** The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.

STATE OF MAINE | SERVICE CONTRACT

10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its

**STATE OF MAINE | SERVICE CONTRACT**

officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

16. **NOTICE OF CLAIMS.** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. **APPROVAL.** This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. **INSURANCE.** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. **SEVERABILITY.** The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. **ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- Rider C Exceptions
- Rider B Terms and Conditions
- Rider A Scope of Work
- Funding Rider
- Rider D Included at Department's Discretion
- Rider E Included at Department's Discretion
- Rider F Included at Department's Discretion
- Rider G Identification of Country in which contracted work will be performed
- Business Associate Agreement included at Department's Discretion
- Other Included at Department's Discretion

22. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.
24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - a. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - i. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**STATE OF MAINE | SERVICE CONTRACT**

- ii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iii. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  
- b. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**RIDER C**

**EXCEPTIONS**

RIDER C is in addition to RIDER B #1. The Department will pay the Provider as follows:

Invoices must be sent directly from the Provider. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains correct pricing information relative to the grant, provides all supporting documents, proof of payments to others as applicable, and other specific and agreed-upon requirements listed within the grant that result from this RFP. All unobligated funds from the original grant award determination will go back to the "pool of funds" for redistribution to other grantees upon project completion. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

**RIDER G**

**IDENTIFICATION OF COUNTRY**

**IN WHICH CONTRACTED WORK WILL BE PERFORMED**

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Please identify state: Enter State**

**Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

## Thomaston Economic and Community Development Committee

### Operating Policy

February 21, 2019

#### Mission:

The Economic and Community and development Committee of the Town of Thomaston is dedicated to enhancing the quality of life of all of its residents by attracting, expanding and retaining diverse business and job opportunities while sustaining and promoting the Town's rural and coastal character, its commercial downtown and village, its cultural and social resources, and its natural resources.

#### Status:

The Committee is formed and shall serve at the pleasure of the Selectboard.

#### Committee Membership:

The Thomaston Selectboard shall appoint members to serve on the Economic and Community Development Committee. The committee shall consist of a maximum of 7-members to include one Selectboard member.

The members shall be appointed for three-year terms and may be subject to re-appointment.

Upon establishment of the committee three members will be appointed to serve a three year term.

Two members will be appointed to serve a two year term.

Two members will be appointed to serve a one year term.

Thereafter, all terms will be three years.

#### Committee Organization:

The Committee shall annual elect a chairperson, vice chair and secretary.

#### Committee Duties and Responsibilities:

The Economic and Community Development Committee is a working group to plan and develop economic and community development projects and to solicit public participation from citizens and the business community. The Committee shall serve as the community catalyst for economic and community development undertakings and to advocate to the public and the Selectboard for projects.

The Committee shall have the following duties:

- Develop and update as needed an economic and community development plan for the Town based upon the Town Comprehensive Plan.
- Develop relationships with Maine's venture capital ecosystem (Maine Venture Fund, Maine Technology Institute, etc.) to assist Thomaston businesses in taking advantage of available financial and knowledge assistance.
- Serve as community ombudsmen responding to referrals from prospective businesses to assist in permitting and tap into resources, including grant and loan opportunities.
- Plan and develop projects and seek Selectboard and Town approval.
- Identify project funding including grants and other financial sources.

- Undertake projects as assigned by the Selectboard.
- Provide public venue to discuss and develop projects for consideration by the Selectboard and Town citizens.
- Communicate with the business community and other social and service organizations about community needs.
- Cooperate with other regional economic groups as per the direction of the Selectboard.
- Develop projects to be included in the annual CEDS
- Direct and interface with an economic development consultant to complete tasks

#### Committee Reports

The Committee shall at least once a year at a time mutually agreed to by the committee and the Selectboard, provide the Thomaston Selectboard a report of its activities for the year and future plans.

## Donna Culbertson

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**From:** Joanne Richards <joanneleerichards@gmail.com>  
**Sent:** Monday, March 08, 2021 12:55 PM  
**To:** Missy Stevens  
**Cc:** Bill Wasson; Donna Culbertson  
**Subject:** Fwd: Resignation letter

Missy,

I just received this email from Melissa Reynolds officially resigning from the Planning Board. Kimberly Matthews, the first alternate, has agreed to step into the position effective immediately. I am asking that this be placed on the agenda of the Selectboard meeting. Thank you.

Joanne

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

**From:** <mjrlaw207@gmail.com>  
**Date:** Mon, Mar 8, 2021 at 12:39 PM  
**Subject:** RE: Resignation letter  
**To:** Joanne Richards <joanneleerichards@gmail.com>

Joanne,

Please accept this email as notice of my resignation from the Planning Board. It has been a pleasure to serve the Town, but at this time, I must step down due to the time demands of my job.

Melissa Reynolds

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**From:** Joanne Richards <joanneleerichards@gmail.com>  
**Sent:** Friday, March 5, 2021 3:10 PM  
**To:** Melissa Reynolds <melissa@midcoast.com>  
**Subject:** Resignation letter

Hi Melissa,

I need to notify the town clerk that you have resigned from the Planning Board so we can move Kim Matthews into your position and advertise for two alternates. A simple email stating you are resigning is adequate. I miss seeing you at meetings but totally understand about work and other responsibilities. The Planning Board has done a complete flip in

the last couple of years and I am getting used to the new players. Take care and please send me the email so I can notify people asap. Thank you and have a great weekend.

Joanne

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