

# Carrabassett Valley Selectmen's Meeting

## 4:30 p.m. Monday April 9th, 2018 at the Town Office

### Agenda:

Review and sign 2018 Payroll Warrants:

Review and sign 2018 Town Expenditure Warrants:

1. **MINUTES FROM PREVIOUS MEETING** (March 26th, 2018) are unavailable at this time (Lynn has not been available recently to do this).
2. **SCHOOL BUDGET TOWN MEETING WARRANT:** The School Board would like to schedule the School Budget Town Meeting on Tuesday May 15<sup>th</sup>. A copy of the Warrant concerning the School Budget Articles is attached. As a Town Meeting is needed, the Board of Selectmen must set the date and approve the Warrant. There is also the possibility of a "Town" Article request for the Board to consider concerning the possible relocation of the proposed (and funded) sealed vault outhouse at the Information Center that we would like to discuss with the Board.
3. **SUGARLOAF ESTOPPELL AGREEMENT:** This document essentially acknowledges the current status and obligations of the Golf Course Lease and provides for the transfer of interest in the lease from CLP Sugarloaf, LLC (f/k/a CNL Income Sugarloaf) to Sugarloaf Mountain Corp. (Boyne). The Board of Selectmen have approved and signed several Lessor Estoppel documents in the past for the golf course lease. This is part of the sale of Sugarloaf assets (including the golf course lease) to Boyne. A copy of this document is attached. The numbers on page two are blank and we hope to have those resolved by the time of your meeting.
4. **ANNUAL CONTRIBUTIONS TO SOCIAL SERVICE AGENCIES, NON PROFITS AND EVENTS:** We have attached a list of potential contributions. As the Franklin County Commissioners are no longer supporting social service agency funding from the Franklin County Budget we have had two new funding requests this year (from Seniors Plus: \$250 and from Sexual Assault Prevention and Response Services: \$500). The total of the proposed contributions is \$7,826 compared to last year's expense of \$6,595 (we did not expend the \$550 towards the Franklin County Health Network Golf Tournament fund raiser last year that was budgeted). There is \$7,000 in the budget for these donations. However, there is also \$3,000 in the Selectmen's Contingent Account (same general account). If there continues to be no funding in the Franklin County Budget for Social Service Agencies we may see additional requests for funding from other these agencies in the future. We have a copy of all of the 2018 Agency/Entity Requests listed in the attached spreadsheet in a file if a Board member or citizen wishes to review prior to or at the meeting.

5. **UPDATE ON CAMPBELL FIELD BRIDGE PROJECT:** This project will go out to bid soon as the final bid specs are being developed by our engineers, Civil Engineering Services (C.E.S.). We have attached the project schedule that was accepted by the Board as part of the C.E.S. bid proposal in December. Due to mud season, etc., it may take until the first of June before conditions are acceptable to start work on the project? The engineer's timeline called for the project to be completed by approximately July 20<sup>th</sup>.
6. **APPOINTMENT OF AN ADDITIONAL BALLOT CLERK:** We inadvertently left Lisa Sleight's name of the list of appointments for Ballot Clerks.
7. **INTERN WORKING WITH THE TOWN MANAGER:** We have been asked by a graduate student at the Muskie School of Public Service (at USM) who is getting a Master's Degree in Public Policy, Planning and Management if he could do a part-time unpaid internship with us starting about mid-May. This would be a somewhat informal internship as this individual will be looking for job opportunities in public management but is interested in getting some experience. He skis at Sugarloaf, likes the Carrabassett Region and is very interested in working two or three days a week here. We'll explain more at the meeting but believe this will also serve the Town as we can assign some projects to him such as working on codifying the Town ordinances and possibly helping us update our personnel policy—projects we never seem to have time to do.
8. **INFORMATIONAL:**
  - The Carrabassett Valley History Committee has started compiling information that they soon plan to place on the Town's Website.
  - Bids for the Airport Tree Clearing Project are due in 2:00 p.m. April 19<sup>th</sup>.

**Town of Carrabassett Valley Special Town Meeting  
School Budget Warrant  
May 15, 2018, 6:00 p.m. at the Town Office**

**TO:** Mark Lopez, Police Chief of the Town of Carrabassett Valley, in the County of Franklin, State of Maine,

**GREETINGS:** In the name of the State of Maine you are hereby required to notify and warn the voters of the Town of Carrabassett Valley qualified by law to vote in Town Affairs to meet at the Town Office at 6:00 p.m. on Tuesday, May the 15th, 2018, to act upon the following articles to wit:

**ARTICLE 1.** To elect a Moderator to preside at said meeting.

**ARTICLE 2.** To choose 'Rules of Order' to conduct the meeting.

Board of Selectmen Recommend using the 'Maine Municipal Association  
Moderator's Manual

---

**CARRABASSETT VALLEY SCHOOL DEPARTMENT BUDGET ARTICLES TO  
APPROPRIATE MONIES FOR THE FISCAL YEAR 2018**

**ARTICLES PURSUANT TO 20-A M.R.S.A. SECTION 1485**

**Cost Center Summary Budget Format**

**ARTICLE 3.** To see what sum the school administrative unit will be authorized to expend for Regular Instruction.

Recommend \$ 543,025

**ARTICLE 4.** To see what sum the school administrative unit will be authorized to expend for Special Education.

Recommend \$ 150,000

**ARTICLE 5.** To see what sum the school administrative unit will be authorized to expend for Other Instruction.

Recommend \$ 29,340

**ARTICLE 6.** To see what sum the school administrative unit will be authorized to expend for System Administration.

Recommend \$ 39,438

**ARTICLE 7.** To see what sum the school administrative unit will be authorized to expend for Transportation and Buses.

Recommend \$ 71,841

**ARTICLES PURSUANT TO 20-A M.R.S.A. Section 15690**

**PLEASE NOTE:**

**Actions taken pursuant to items 1 – 3 must be taken by a recorded vote.**

**1. School Administrative Unit Contribution to Total Cost of Funding Public Education from Kindergarten to Grade 12 (as required by Maine Revised Statutes, Title 20-A, §15690(1 A-B)):**

**ARTICLE 8.** To see what sum the municipality will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (**Recommend \$ 426,148.57** and to see what sum the municipality will raise as the municipality's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

**Recommend \$ 426,148.57**

***The following statement must accompany this article in subparagraph:***

*"Explanation: The school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars." Funding Act is the amount of money determined by state law to be the minimum amount that the district must raise and assess in order to receive the full amount of state dollars."*

**2. Appropriation of Additional Local Funds (as required by Maine Revised Statutes, Title 20-A, §15690 (3 A-B)):**

**ARTICLE 9.** Shall the Town of Carrabassett Valley raise and appropriate \$125,954 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$125,954 as required to fund the budget recommended by the School Committee.

The school committee recommends \$125,954 for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by \$125,954

*Explanation: The additional local funds are those locally raised funds over and above the school administrative unit's local contribution to the total cost of funding public education*

*from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town of Carrabassett Valley budget for educational programs.*

**3. Total Budget Article (as required by Maine Revised Statutes, Title 20-A, §15690 (4A)):**

**ARTICLE 10.** To see what sum the Town of Carrabassett Valley will authorize the School Committee to expend for the fiscal year beginning July 1, 2018 and ending June 30, 2019 from the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

**Recommend \$ 833,644**

Given under our hands this 9th day of April, 2018.

\_\_\_\_\_  
Robert Luce

\_\_\_\_\_  
John Beaupre

\_\_\_\_\_  
Karen Campbell

\_\_\_\_\_  
Lloyd Cuttler

\_\_\_\_\_  
John F. Reynolds, Jr.

\_\_\_\_\_  
Board of Selectmen  
Town of Carrabassett Valley

\_\_\_\_\_  
Attest: A true copy  
Wendy Russell  
Town Clerk

**CONSTABLE'S RETURN**

Pursuant to the within warrant, to me directed, I have notified and warned the Inhabitants of Carrabassett Valley, in the County of Franklin and State of Maine, qualified by law to vote in Town affairs, to assemble at the time and place and for the purpose within named by posting on \_\_\_\_\_ attested copies of the within Warrant at the Carrabassett Valley Town Office, Ayotte's Store, and the Sugarloaf Administration building all being public and conspicuous places in the Town of Carrabassett Valley.

\_\_\_\_\_  
Mark Lopez, Police Chief of the Town of Carrabassett Valley

## LESSOR ESTOPPEL

This LESSOR ESTOPPEL (this "Estoppel") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by THE INHABITANTS OF THE TOWN OF CARRABASSETT VALLEY, a Maine corporate body (the "Lessor") for the benefit of SUGARLOAF MOUNTAIN CORPORATION, a Maine corporation (hereinafter referred to as "Boyne").

WHEREAS, Lessor and CLP SUGARLOAF, LLC, a Delaware limited liability company (f/k/a CNL Income Sugarloaf, LLC) (hereinafter referred to as "Tenant") are parties to that certain Amended and Restated Lease dated November 16, 2000, between Lessor and Boyne, as amended by that certain First Amendment dated July 26, 2004, as further amended by that certain Second Amendment dated October 25, 2004, as affected by that certain Assignment of Lease dated as of December 21, 2007 by and between Boyne and Tenant and pursuant to which Boyne assigned all of its right, title and interest under the lease to Tenant, and as further amended by that certain Third Amendment dated May 24, 2012 (said Amended and Restated Lease, as so amended and assigned, being hereinafter referred to as the "Ground Lease") with respect to certain real and personal property located in the Town of Carrabasset Valley, Franklin County, State of Maine, as more particularly described therein (the "Premises");

WHEREAS, Boyne, a third party not affiliated with Tenant, and Tenant desire that Boyne will acquire all or substantially all of Tenant's assets, including, without limitation, 100% of Tenant's right, title and interest in and to the Ground Lease, which transaction shall constitute a change in control of Tenant (the foregoing being referred to as the "Acquisition");

WHEREAS, in connection with the Acquisition, Boyne will obtain financing (each such extension of credit and incurrence of debt being a "Loan", and collectively herein referred to as the "Loans") in connection with the the Acquisition (the Loans and the Acquisitions being collectively referred to as the "Transactions") from one or more lenders (collectively, "Lender," which term shall also refer to any agent, trustee, subagent or collateral agent acting for or at the direction of a Lender and such party's successors and assigns), which Loans shall be secured by all of Boyne's right, title, and interest in and to the Lease and Boyne's leasehold estate under the Lease and in connection with such Loans, Boyne shall execute and deliver in favor of its Lender, and its successors and assigns, among other things, one (1) or more leasehold mortgages, deeds of trust, deeds to secure debt, or similar agreements (collectively, together with all amendments and modifications thereto, the "Leasehold Mortgage"), which Leasehold Mortgage shall be recorded in the public records of the county in which the Premises are located; and

WHEREAS, the Ground Lease prohibits Boyne from encumbering its interest under the Ground Lease without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

NOW, THEREFORE, for and in consideration of the premises contained herein, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby certifies, represents and agrees as follows:

1. Ratification. Lessor hereby acknowledges, ratifies, and confirms that the Ground Lease is in full force and effect according to its terms. Lessor acknowledges and confirms that the Ground Lease has not been modified or amended except as aforesaid, and the copy of the Ground Lease attached hereto as Exhibit A is true, correct and complete and represents the entire agreement between the Lessor and Tenant relating to the Premises, and there are no other agreements or understandings related thereto.

2. Amounts Due and Payable. The Lessor hereby certifies that, as of the date of this Estoppel, there are no rents, fees, charges, assessments, reimbursements, reserve fund payments or other financial obligations (collectively the "**Payments**") against the Premises or Tenant or due from Tenant to the Lessor with respect to the Premises, which have become due and payable under the Ground Lease and remain unpaid or have not been waived in their entirety by Lessor. The Lessor hereby further certifies that, as of the date hereof, (i) total annual Base Rent payable under the Ground Lease for the current calendar year, which is due and payable on or before December 15, 2018, in the amount of \$\_\_\_\_\_ (being an amount equal to (a) \$\_\_\_\_\_ plus (b) \$\_\_\_\_\_, which is an amount equal to 50% of the annual debt service payments (\$\_\_\_\_\_, which includes principal and interest) for municipal financing for the installation of the Irrigation System (as defined in the Ground Lease), (ii) prior to the date hereof, Tenant has paid in full Tenant's annual contribution for the current calendar year of \$\_\_\_\_\_ to the Capital Reserve Account, (iii) there are no pending and/or unpaid Extraordinary Maintenance amounts as of the date hereof, (iv) Tenant has paid in full as of the date hereof all costs and expenses associated with the operation, maintenance and repair of the Premises (including the New Clubhouse, as defined in the Ground Lease) due and payable by Tenant under the Ground Lease for prior calendar years, and the amount of such payment for the current calendar year is \$\_\_\_\_\_ (which represents 37.5% of all principal and interest in connection with any New Clubhouse financings) and is due and payable on or before December 15, 2018, and (v) Tenant has paid in full total annual rent for the Easement (as defined in the Ground Lease) payable under the Ground Lease for the current calendar year in the amount of \$1.00.

3. Defaults. The Lessor hereby certifies that, to the best of Lessor's knowledge, as of the date hereof, there are no defaults under the Ground Lease by either party thereto, nor does there exist any condition or event which with notice, the passage of time, or both would constitute a default under the Ground Lease by either party thereto, which has not been fully and completely waived, and that all conditions to the effectiveness or continuing effectiveness thereof required to be satisfied as of the date hereof have been satisfied and that all obligations of Tenant pursuant to the Ground Lease prior to this date have been performed in full.

4. Leasehold Financing. Lessor acknowledges that Lessor (or Lessor's predecessor-in-interest) has previously consented to the recordation of that certain Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents made by Tenant for the benefit of EPT Ski Properties, Inc. dated on or about April 6, 2017 and recorded on April 25, 2017 in Book 3904 Page 286 (as may have been amended or modified, the "**Existing Mortgage**"). Effective upon the satisfaction, release or other discharge of the Existing Mortgage:

(a) Lessor consents to the Loans, the mortgaging of the leasehold estate and the recordation of each Leasehold Mortgage in the public records of the county in which the Premises are located. Following a default under a Leasehold Mortgage, and subject to the terms of the Leasehold Mortgage, Lessor recognizes that Lender may pursue remedies under the same, including entry into the Property and foreclosure.

(b) Lessor shall not terminate the Ground Lease for a default by Boyne unless and until Lessor has given Lender notice of such default and 30 days in which to cure it. If the default cannot reasonably be cured within 30 days, then Lender, if it so elects to cure such default, shall have such additional time as it shall reasonably require, so long as it is proceeding with reasonable diligence. For any default that cannot be cured without possession of the Premises, Lessor shall allow such additional time as Lender shall reasonably require to prosecute and complete a foreclosure or equivalent proceeding and obtain possession. If Lender completes a foreclosure or equivalent proceeding, then Lessor shall waive any noncurable defaults. If the Ground Lease terminates for any reason, including a rejection by Boyne in bankruptcy, then Lessor shall reinstate the Ground Lease, on the same terms, as a lease between Lessor and Lender (provided such Lender cures any defaults that are susceptible to being cured by such Lender, and provided that the lessee shall not be bound by any covenant to operate under a specified name). If Lender exercises any rights of Boyne under the Ground Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Ground Lease, Lessor will accept the exercise of rights by Lender as if they had been exercised by Boyne. Lessor shall not be obligated to provide any notices under this Section 4(b) unless Boyne and/or Lender has provided Lessor with a notice address for Lender, which may be updated from time to time.

5. Notice of Mortgage. Lessor's obligations under Section 4(b) of this Estoppel shall be effective from and after the delivery of written notice to Lessor by either Boyne or Lender that the Existing Mortgage has been satisfied, released or otherwise discharged and that Lender has made the Loans.

6. Term/Options. The Lessor hereby certifies that the Ground Lease commenced on November 16, 2000, and expires on November 16, 2023. Tenant has one option to renew for a period of ten (10) years. Lessor has no rights of first refusal, options to purchase or other rights to "buy out" Tenant's interest in the Ground Lease.

7. Letter of Credit. The Lessor hereby certifies that the Lessor is currently holding a letter of credit from Tenant in the amount of \$160,000.

8. Third Party Claims. The Lessor hereby certifies that, to the best of Lessor's knowledge, as of the date hereof, there are no pending or threatened third party claims with respect to the obligations contained in the Ground Lease or concerning Tenant's obligations under the Ground Lease.

9. Assignment. If Lender or any successor to Lender succeeds to the interest of Boyne following a foreclosure of the Mortgage or by deed in lieu of foreclosure or otherwise, the

Lease, and all rights of Boyne thereunder shall be fully assignable by Lender and Lender may assign and/or sublet the Premises in the same manner as provided under the Lease. In the event of such assignment, all rights of Boyne under the Lease shall inure to the benefit of such assignee of Lender, subject to compliance with the obligations of lessee as set forth in the Lease. Notwithstanding anything herein to the contrary, Lender, nor its successors and assigns, shall have any obligation to perform any duties of the lessee under the Lease or cure any defaults of Boyne unless and until Lender or its designee shall have taken possession of the Premises.

10. Reliance. The Lessor acknowledges and agrees that this Estoppel shall be binding upon Lessor and shall inure to the benefit of and will be relied upon by Tenant, Boyne and Lender and their respective successors and assigns, in consummating the Transactions. If Tenant, Boyne, Lender, or their respective successors and assigns, so requires, whether currently or at a future date, Lessor hereby agrees to execute and deliver, for their benefit, an updated Estoppel in the same form as this Estoppel. Lessor acknowledges and agrees that each Lender set forth on Schedule A hereto shall (i) be entitled to all rights, privileges and benefits of this Lessor Estoppel as if such Lender were a counterparty hereto and (ii) shall be entitled to all notices and rights to cure tenant defaults granted to a Lender hereunder.

[Intentionally Blank. Signature Page Follows.]

---

**EXECUTED** as of the date first set forth above.

**LESSOR:**

THE INHABITANTS OF TOWN OF  
CARRABASSETT VALLEY, a Maine  
corporate body

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
GROUND LEASE

## SCHEDULE A

### Schedule of Lenders

Wells Fargo Bank, National Association  
400 Capitol Mall, 7th Floor  
Sacramento, CA 95814  
Attn: Roger W. Godfrey  
Facsimile: (916) 558-4038  
Electronic Mail: Roger.W.Godfrey@wellsfargo.com

Wilmington Trust, N.A.  
1100 Market Street  
Wilmington, DE 19890  
Attention: Trustee and Second-Lien Collateral Agent (Indenture of Boyne USA, Inc. (Notes Due 2025))

---

## 2018 Proposed Town of Carrabassett Valley Organization and Event Donations

ORGANIZATION/EVENT:	2013	2014	2015	2016	2017	2018	Comments:
					Paid	Request	
American Red Cross (Auburn)	\$300	\$500	\$750	\$750	\$800		\$1,000 Requested \$1,200
Androscoggin Home Care & Hospice							County Funded
Ayotte's Golf (Ski Scholarship bene.)	\$100	\$100	\$100	\$100	\$150	\$150	
CVA Scholarship Fund Raiser (Feb.)	\$0	\$0		\$250	\$250	\$250	
Franklin Health Network	\$564	\$0	\$500	\$550	\$0		\$600 Annual Golf Tourn. Benefit
Healthy Community Coalition	\$500	\$500	\$500	\$500	\$500	\$500	
Kingfield POPS	\$750	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Kingfield Little League							Funded thru Rec.Dept. Budget
Lifeflight of Maine				\$781	\$781	\$781	
Maine Development Foundation	\$150	\$150	\$150	\$150	\$150		\$150 (109 of 456 Towns contribute)
Maine Huts and Trails Map Ad		\$225	\$225				
Maine Public Broadcasting	\$100	\$100	\$100	\$100	\$100	\$100	
Maine Tourism Association	\$145	\$145	\$145	\$145	\$145	\$145	
Penobscot Indian Nation Youth Programs	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	
Safe Voices (formerly Abused Women's Advocacy)	\$300	\$325	\$300	\$300	\$300		\$300 Requested \$300
Seniors Plus							\$250 Previously County Funded
Sexual Assault Prevention and Response							\$500 Previously County Funded
Ski Museum of Maine	\$100	\$100	\$100	\$100	\$100	\$100	
Sugarloaf Marathon	\$500	\$500	\$500	\$500	\$500	\$500	
Summerfest	\$500	\$500	\$500	\$500	\$500	\$500	
Western Maine Alliance							
Western Maine Community Action							
United Cerebral Palsy of Maine							
Other		\$500			\$319		
<b>TOTALS:</b>	<b>\$5,009</b>	<b>\$5,645</b>	<b>\$5,870</b>	<b>\$6,726</b>	<b>\$6,595</b>	<b>\$7,826</b>	

## SECTION 7 | PROJECT TIMELINE

This project timeline assumes contract award on December 11<sup>th</sup>, 2017.

PHASE I SERVICES - TIMELINE			
TASK	DESCRIPTION	START	END
1	Kick Off Meeting	12/12/17	12/15/17
2	Topographic Survey	12/14/17	12/15/17
3	Geotechnical Investigation	12/18/17	12/22/17
4	Hydrological Evaluation	12/18/17	12/22/17
5	Preliminary Design	12/27/17	1/26/18
6	Final Design	1/29/18	2/15/18
7	Permitting	2/5/18	2/15/18

Completion of Phase I for submission to town week of February 19, 2018.

Phase II is contingent on project approval at the town meeting in March 2018.

PHASE II SERVICES - TIMELINE			
TASK	DESCRIPTION	START	END
1	Contract Documents	4/2/18	4/20/18
2	Bidding Services	4/23/18	5/10/18
3	Contract Administration	5/14/18	7/20/18
4	Construction Observations and Documentation	5/14/18	7/20/18