

**Carrabassett Valley Selectmen's Meeting**  
**4:30 p.m. Monday November 19th, 2018 at the Library to be**  
**followed by a Special Town Meeting at 6:00 p.m.**

**Agenda:**

Review and sign 2018 Payroll Warrants:

Review and sign 2018 Town Expenditure Warrants:

1. **MINUTES FROM PREVIOUS MEETING:** (November 5<sup>th</sup>, 2018 attached).
  
2. **CHRIS CARLETON OWNER OF ALL SPEED BIKE (Allspeed Cylcery & Snow LLC), THE COMPANY THAT OPERATED THE BIKE SHOP AT THE OUTDOOR CENTER THIS PAST SUMMER, WILL BE PRESENT ALONG WITH TOM BUTLER REPRESENTING SUGARLOAF TO MEET WITH THE BOARD AND ASK THE SELECTMEN TO APPROVE A CONTINUED SUBLEASE OF THE BIKE SHOP AREA OF THE TOWN-OWNED OUTDOOR CENTER FOR THE DURATION OF THE REMAINING OUTDOOR CENTER LEASE WITH SUGALOAF (June 1<sup>st</sup>, 2021).**
  
3. **DISCUSSION OF THE POTENTIAL TOWN PURCHASE OF THE SO CALLED 250- ACRE "TED JONES LOT" AND A PROPOSED NON-BINDING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN LONGFELLOWS MOUNTAIN HERTIAGE TRAILS, INC. AND THE TOWN:** Larry Warren will be present to discuss the attached non-binding MOU which explains the party's participation and the Town's involvement should the Town vote to purchase this 250-acre lot. As we understand it, the Board of Selectmen is interested in holding a public hearing sometime next month concerning this project with the potential for the Town to vote on borrowing \$150,000 to purchase this 250-acre parcel (that includes a right of way to the Carriage Road). Previous discussions at Selectmen's meetings have mentioned the benefits of the project to be additional trail (mountain bike and other non-motorized trails) development and long-term forest management and related revenues.
  
4. **THE INFORMATION CENTER BUILDING EXPANSION COMMITTEE:** Representatives of this Committee will meet with the Selectmen to discuss a proposal/request for the Town to provide a well and septic system, site improvements, a 22'x20' building expansion and some improvements to the existing Information Center building. The cost for the project is estimated to be \$142,000 (conservatively). There has been some discussion concerning FABA (Flagstaff Area Business Association), who occupies the building, in making an annual contribution towards the debt service that would be needed for the Town to borrow the money to fund this project. Please see the attached request and sketches. If the Board wishes to do so, this could also be part of a December public hearing. If this project and the purchase of the "Ted Jones Lot" move

forward, these proposals would move on the Budget Committee for further consideration in the upcoming 2019 Town Budget to be voted on at the annual March Town Meeting.

5. **APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN AND SUGARLOAF/BOYNE FOR THE TOWN TO ACQUIRE A LONG-TERM LEASE FOR AN APPROXIMATE 2-ACRE SITE OFF THE SUGARLOAF ACCESS ROAD (near their salt-shed facility) THAT WOULD ALLOW THE TOWN TO BUILD A NEW "MOUNTAIN AREA" FIRE STATION ON THIS PARCEL:** Please see attached the MOU which Sugarloaf/Boyne has signed that, with Town Meeting funding approval, would allow the proposed approximate \$1M fire station to be built on this lot. As you know, over the past three years, the Town has appropriated a total of \$190,000 for a reserve for this project. That Town approval included authorization to "expend some of these funds for developing plans for a proposed building and site". The Selectmen previously indicated that we should not move forward with expending Town funds until the Town receives an indication in writing from Sugarloaf/Boyne that they will provide a long-term lease for this parcel in exchange for the Town moving the current "mountain area" fire station out of the two garage bays that are part of Sugarloaf's maintenance garage.

At a previous meeting, the Selectmen indicated that they are interested in moving forward with seeking bids for "construction management" services that would include pre-construction services (including working with the Fire Station Building Committee in refining the existing building concept plan and developing a better project cost estimate), and providing construction services throughout the project. Under this concept the firm chosen would become the prime contractor and would provide a not to exceed project cost. They would work with the Committee throughout the construction project. The process of putting together a 'Request for Proposals' (RFP) for construction management services for this project, going out to bid and awarding a contract will likely take six to eight weeks. This can be accomplished if the Board wishes to move forward but there is some concern given now just receiving the MOU, if we can have the information, we need by the time the 2019 budget process begins and enough time to get the necessary information to move this forward at the March Town meeting. We could start the RFP process, and with contract approval, start the pre-construct work and add a Town option to discontinue the construction management services after the pre-construction work is completed. This would allow preconstruction and cost estimating work to start. As you may know, the MOU approval got delayed due to the Boyne process of purchasing Sugarloaf.

6. **PROPOSED AGREEMENT TO ALLOW THE TOWN OF PRINCETON TO "BORROW" (TRANSFER) \$150,000 WORTH OF OUR TOWN'S AIRPORT IMPROVEMENT PROJECT (A.I.P.) ALLOCATIONS SO THEY CAN MOVE FORWARD WITH THEIR AIRPORT IMPROVEMENT PROJECT:** Currently, we have \$339,575 in accumulated A.I.P. allocations which includes funding of this year's Airport Runway Obstruction (tree clearing) Project. As a general aviation airport, we are allowed to accumulate up to

7. \$600,000 or four years of funding whichever comes first. We do not anticipate needing A.I.P. funding in the near future and recommend helping out the Town of Princeton Airport. As the agreement (copy attached) indicates, Princeton will agree to transfer back the \$150,000 to our A.I.P. allocation in 2020. If the Board agrees, the Board should vote to authorize the Town Manager to sign the agreement.
  
8. **POSSIBLE APPROVAL OF A CHANGE IN THE TOWN'S PERSONNEL POLICY TO ALLOW HEALTH INSURANCE COVERAGE FOR "DOMESTIC PARTNERS"**. This issue was discussed by the Board at the Board's March 12<sup>th</sup> and 26<sup>th</sup> Meetings and it was decided that there are not adequate funds in the Town's Employee Health Insurance budget to implement this in 2018. There were also some questions regarding length of co-habitation (12 months) and same residency requirements which were answered. At that time, the Board decided to put off a decision on this until the later part of the year to discuss for the 2019 budget. As with all health insurance policy "open enrollments" time frames, if the Board wishes to adopt a change in the personnel policy to allow "domestic partner" coverage it would need to be done soon. The additional cost to the Town and to the employee would be approximately \$3,000 annually (each). The Town's 2018 budget for employee health insurance was \$98,000. Premiums are going up 4% in 2019.

The change that would be needed to the personnel policy is as follows:

*Effective January 1st, 2019 the Town of Carrabassett Valley amends its personnel benefits policy to allow any employee who is eligible to enroll in the town benefits the option of enrolling a domestic partner\*. Any employee who wishes to add the domestic partner will be advised of the requirements set forth in Domestic Partner Affidavit to add said partner and that there will be tax implications for adding said partner.*

*\* The Domestic Partner of an Employee shall be:*

- a. a "life partner" of either the same sex as or opposite sex from the Employee;
- b. not legally married or separated, either to the Employee or to anyone else;
- c. at least 18 years of age and mentally competent to consent to contract.
- d. are each other's Domestic Partners and intend to remain so indefinitely;
- e. have been each other's Domestic Partners for at least 12 months prior to the date of the Affidavit;
- f. are not related by blood to degree of closeness that would prohibit marriage in the State of Maine
- g. are jointly responsible for each other's common welfare; share financial obligations and share their primary residence.

**9. DISCUSSION OF REQUIRING CITIZENS TO PAY FOR DEPOSITING TIRES AT THE LANDFILL:**

Select person Karen Campbell would like the Board to discuss this possibility. We are in the process of reviewing invoices to determine the number of tires and related costs to the Town for tire disposal and will have more information at the meeting. The Town's cost in 2017 was \$2,296.

**10. BRIEF DISCUSSION OF "WHERE WE ARE" WITH REGARD TO POSSIBLE MARIJUANA BUSINESSES REGULATION:** The results of the recent voluntary non-binding survey taken at the polls on November 6<sup>th</sup> are as follows:

Retail Sales: 201 (61%) Yes; 130 (39%) No.

Commercial Cultivation: 179 (54%) Yes; 152 (46%) No

Product Manufacture: 180 (55%) Yes; 149 (45%) No

Testing Marijuana Products: 187 (56%) Yes; 144 (44%) No

The Survey Monkey survey is ongoing until Dec. 15<sup>th</sup>. Based on the results so far, I (the Town Manager) have been reviewing the concept Marijuana Businesses Ordinance that our intern Nick and myself developed in the summer along with recent input from incoming Code Enforcement Officer Chris Parks to provide an Ordinance for consideration and potentially needed changes to the Town's land use Ordinance. We hope to meet with the Planning Board to discuss potential allowed zoning districts, etc. and with the Committee for further review of the proposed Ordinance (regulations). The aim has always been to have an Ordinance ready in January (to allow for further public process prior to the March Town Meeting if it is decided to move forward with an ordinance for consideration by the voters

**11. SCHEDULE AN INFORMATIONAL MEETING ON SOME OF THE ABOVE PROJECTS???**  
(Dec. 3<sup>rd</sup> or 10<sup>th</sup>??).

**12. INFORMATIONAL:**

- Earle Morse has resigned from the School Committee after over twenty years of service most of which were as Chairman of that Committee. As per State Law, the School Board has the option of filling of Earle's term until the March Town meeting. Earle's term was to expire in 2020 which would leave a 1-year term to be filled by the voters in March.
- The Airport Clearing Project is due to start on or about November 26<sup>th</sup> and will take approximately three weeks to complete.

**SPECIAL TOWN MEETING AT 6:00 P.M. TO DETERMINE IF THE VOTERS WISH TO APPROVE A SIX-MONTH MORATORIUM ON MEDICAL MARIJUANA BUSINESSES** (copy of Town meeting warrant and ordinance attached).

**TOWN OF CARRABASSETT VALLEY  
MINUTES OF SELECTMEN'S MEETING  
November 5, 2018**

**Board Members Present:**    **Bob Luce**                    **Jay Reynolds**  
   **Karen Campbell**        **Lloyd Cuttler**  
   **John Beaupre**

**Others Present:**                **Dave Cota**                    **Peggy & Patrick Willihan**  
   **Jane Luce**                    **Bruce Miles**  
   **Mark Humphreys**        **Brian Demshar**  
   **Stacy Keene**                **Jess Beer**  
   **Trevor Folsom**            **Cerese Richardson**  
   **Sharon Petzold**            **George Purvis**

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Bob Luce opened the meeting at 4:30 p.m. and welcomed those present.

Expense warrant #44 in the amount of \$100,269.45 was reviewed and signed by Selectmen.

Payroll warrant #43 in the amount of \$21,360.44 was reviewed and signed by Selectmen.

The minutes from the last two meetings were reviewed. Jay Reynolds made a motion to approve the minutes as written. Lloyd Cuttler seconded the motion. Motion approved.

Peggy Willihan, representing the Healthy Community Coalition, was in attendance to present Selectmen with information concerning "tobacco-free public areas". A copy of the proposed policy was distributed to the Selectmen, as well as a list of the proposed locations. Peggy will be meeting with Ethan Austin and Deb Bowker tomorrow. Peggy had met previously with Karl Strand about signage at the Clubhouse and Outdoor Center, and he had no concerns about that. The signs will be placed at the entrances. There is not an enforcement piece, unless the Selectmen vote to approve the policy and move forward with an ordinance. Lloyd Cuttler made a motion to approve the policy as presented. Jay Reynolds seconded the motion. Motion approved.

Dave Cota reported that Chris Parks is now licensed as a plumbing inspector. He's been working with Bill Gilmore, and Bill is prepared for Chris to take over this role. Jay Reynolds made a motion to appoint Chris as the Plumbing Inspector and Bill as Deputy Plumbing Inspector. John Beaupre seconded the motion. Motion approved.

Dave Cota reported that the door at the entrance of the town office needs replacement and has been there for many years. It is not handicap accessible, and since the inside Clerk's window area has been expanded, it creates a cold flow of air into the offices. Dave recommends replacement of the door at an estimated cost of \$3,500 (Dave feels this might be on the high side). This also includes a removable "wind block" structure on the outside entrance that would be seasonal to keep cold wind out in the winter months. There is \$19,961 in the Town Building Repairs and Improvements account. Jay Reynolds made a motion to approve the improvements as described. Lloyd Cuttler seconded the motion. Motion approved.

Dave Cota stated that Deb Lander is now a town resident and could act as a ballot clerk. John Beaupre made a motion to appoint Deb to this position. Lloyd Cuttler seconded the motion. Motion approved.

A pre-construction meeting with contractor, Gary Pomeroy Logging, for the airport clearing project will be held on November 16<sup>th</sup>.

Dave Cota discussed the potential purchase of the 250-acre Ted Jones property. There is going to be a buyer between Karen Moody and the Town, due to tax considerations. The Town will be buying the property for \$180,000 and the Town will receive a \$30,000 grant for buying conservation land from the Maine Community Foundation, so the net cost to the Town would be \$150,000. Dave has had the town's forester look at the land, and he has completed a brief report that looks very favorable in terms of future forestry operations on the lot as the lot has been well managed. Some of the lot is however inoperable for forestry with some ledge and some wet land considerations. However, most of the lot is operable. At the next Selectmen's meeting, Dave believes there will be a non-binding Memorandum of Understanding for the Selectmen to consider between the four parties involved in this potential land purchase. Dave indicated that the Town will pay the last debt service payment on the Town's 2000 bond (for purchase of the e 1203 "State Lot" in the year 2000). That last payment will be approximately \$23,000. The payment on a 15-year bond for purchase of the 250-acre Ted Jones lot would be approximately \$13,000 per year.

Dave Cota reported that, if the Board agrees to a special town meeting on November 19<sup>th</sup>, he would like to schedule the Selectmen's meeting prior to this. For this meeting, he may have representatives of the Information Center Expansion Committee in attendance to discuss a proposed expansion project. They would like to add a well and septic system, as well as a bathroom for staff use that would be included an approximate 22' x 22' expansion. The perk test and septic design have already been done.

Peggy Willihan requested that the street light at the entrance of Bracket Brook Road be turned on. It is believed this was a private street light perhaps once owned by CVA. Patrick Willihan said that there's a culvert at that location that is scheduled for work in 2020, and he's hoping that this repair could be expedited and wondered if the Town has any leverage in this. John Beaupre said there's also a bad culvert near Ayotte's also. Lloyd Cuttler said the light at the bottom of the Access Road has been damaged by a truck. Dave indicated that he will contact MDOT concerning these issues.

Chris Carlton, who owns All Speed Bike who ran the bike shop at the Outdoor Center this past summer may also come meet with the Selectmen at the next meeting. Sugarloaf would like to extend their sublease with All Speed through the duration of Sugarloaf's lease at the Outdoor Center. Bob Luce recalled that the subleases were to be year-to-year. Dave noted that the GPS work on the trails at the Outdoor Center is in progress at this time.

Dave Cota also mentioned that at the next meeting, there will be discussion as to whether the Town wishes to extend health insurance to Town employees with domestic partners. The discussion with the Board was postponed in April due to lack of funds in the current Town budget, so with the next budget cycle approaching, Dave would like to resurrect the discussion to determine if the Board will entertain a personnel policy change to allow it.

John Beaupre asked if there was any progress on the Caribou Pond Dam with regard to Sugarloaf/Town participation. Dave Cota indicated that Sugarloaf has been moving forward with it, and they are attempting to get the Franklin County TIF funding. Bob Luce said that everything has been moving slowly and steadily through the process, with the support of the agencies.

Bruce Miles asked if there may be an opportunity for the Town to impose a "resort tax" to try to collect revenue from all the individual owners who rent through Air B&B, Homeaway or other internet rental avenues in Carrabassett Valley. The income to the town could help to support various services, such as shuttles, trails, etc. Dave Cota said this would be called a Local Option Tax, and Maine Municipal Association has been advocating local option taxes for some time but the legislature has repeatedly refused to allow a local option sales tax.

At this time, the meeting was opened up as a Public Hearing to discuss a potential moratorium ordinance concerning Medical Marijuana retail stores, dispensaries, commercial cultivation facilities, testing facilities and manufacturing facilities. A copy of the proposed ordinance was circulated for those in attendance. Dave Cota reported that there is a Committee that has been formed in town to discuss Adult Use Marijuana Businesses. This ordinance is proposed for medical businesses, which would prevent them from coming into the community, unless the Town votes to allow them called the "Opts In" in the State legislation for it. Medical marijuana businesses are different and are allowed to come in to a town until December 13<sup>th</sup>, unless the Town elects to adopt a moratorium, which would give them time to consider regulations. Any business would still need to go through the same local regulatory process as any other business, and it would need to conform with existing land use ordinances. This moratorium ordinance would disallow medical businesses, retroactive to October 22<sup>nd</sup> for a period of six month. It would need to be approved by the Town voters at a Town meeting, after a public hearing (which is the purpose of tonight's public hearing). If this moves to a Special Town Meeting, the moratorium would be voted upon at the proposed November 19<sup>th</sup> special town Meeting. This is a similar moratorium that has been imposed by several other towns, and it would last for 180 days. The Business Marijuana Committee has met several times, and at the voting booth tomorrow, voters will be asked to fill out a non-binding voluntary survey to give the Committee some feedback as to whether these types of businesses are desirable by the voters. There's also an on-line survey available, and that link will be published in the Town Newsletter due to come out soon enacted by the Committee especially for non-resident taxpayers. Survey results from that survey will be tallied after December 15<sup>th</sup> survey deadline and the results will be reported to the Selectmen. The Selectmen then determine whether or not to pursue an "Opt-in" for the voters of the Town to consider at the March Town Meeting. Some towns are incorporating both medical and adult use into one ordinance.

The hearing was opened up for questions/answers. Bruce Miles stated that there's good reason for a moratorium since the State has been changing legislation on a day-to-day basis, and the moratorium will give the Town some breathing room and an opportunity to consider survey results. Peggy Willihan, a member of the Marijuana Committee, said that 180 days goes by fast and the Committee would like to look at how an ordinance would affect all members of the community. Stacy Keene said she agrees that 180 days goes fast, and other surrounding towns want to capitalize on this safe business. It's legal for people to have their own plants, and there are more dangerous drugs in a pharmacy than marijuana. Also, in a resort community, there's a way for people to get what they want here if marijuana is available. Lloyd Cuttler reiterated that the moratorium is strictly for medical marijuana, and the Committee has been working hard to learn all they can in preparation and to prevent making quick ordinances that would have had

to be in place by December 13<sup>th</sup>. The moratorium would be plugging that hole and allow for time to do more research. Peggy Willihan said that property abutters have been affected by growing of personal marijuana, since there needs to be provisions for odor. George Purvis said there seems to be a misconception between recreational marijuana and medical marijuana, since medical marijuana is not for the purpose of getting high. Traditional medicine does not always allow people to be treated the way they want to be. He said that any potential medical marijuana business would be paying property taxes to the town, so there could be financial gain for the town. He said that CBD has huge anti-inflammatory properties, and he would like to make himself available to answer questions about medical marijuana. Bruce Miles acknowledged the difference between medical marijuana and recreational marijuana, but he pointed out that it is a drug, and prior to the pharmacy opening in Kingfield, he had to drive to Farmington. He does not feel it creates a hardship for someone to have to drive for medical marijuana for 180 days. He feels it's right for a town to have to wait a few months in order to eliminate the state of flux. The Committee meets regularly, and anyone is welcome to attend these meeting to provide their input. Peggy Willihan said the Committee has been taking input and trying to be fair, but they want to make sure they are protecting everyone's interests. Patrick Willihan stated that the language in the ordinance supports the legislative body and that allows 180 days to explore items #5-7 as a Committee and develop an action plan. George Purvis asked if there would be anything to allow for ordinances to be imposed after the fact. Dave Cota said that the town will have to opt in to allow for any medical marijuana businesses, and there would likely be an ordinance drafted in advance. There would not be any grandfathering of any businesses. George said that he knows that there are people who already grown medical marijuana in Carrabassett Valley. Dave Cota said that caregivers are already able to grow 6 plants per patient, so there's nothing in the moratorium that prevents people from growing for their patients. This moratorium would address the retail sale of medical marijuana. Bruce Miles said that the caregiver operation falls under "home occupation" and there are some rules already in place that would govern that type of operation. The odor could be conditioned on future applications, but Dave Cota said the town has not seen a single application for a home occupation for caregivers, and that with regulations use can be conditioned for odor.

Lloyd Cuttler said that Carrabassett Valley is unique since 90% of the taxpayers are non-resident, and the Town has always wanted to get their input, since this will affect their property. So, the moratorium will allow for a bit more time. Peggy Willihan stated that the moratorium was not put forth to prevent medical marijuana, but rather to provide some structure. George Pervis asked for clarification between private medical marijuana and retail medical marijuana. Dave Cota read the definitions to the group. The Code Enforcement Officer would likely be the overseer of any operations to ensure that they conform with town ordinances. Dave encouraged all present to be involved with the process and vote. Patrick Willihan said he had a negative experience with a neighbor who grew in a basement with no odor control, and since Patrick has a medical condition, he had a difficult time going outside. He met with the neighbor, who agreed to put a scrubber in. Patrick has years of experience in education and he said it's difficult to teach a child when they're stoned. He approaches the topic from both a professional and personal perspective. George Purvis apologized for the offensive smell Patrick Willihan experienced, and he reiterated that the medical marijuana does not promote euphoria. He wants to advocate for people's health and a chosen profession as a medical retailer. He sees no reason why a successful business wouldn't want to support their town. Stacy Keene asked about signage ordinances; Dave Cota said there are ordinances, but there may be further restrictions placed on development of appropriate signage. Bruce Miles suggested that the public hearing be wrapped up and allow the Selectmen to move forward.

Lloyd Cuttler made a motion to sign a certified copy of the ordinance and call a Special Town Meeting for November 19<sup>th</sup>. Jay Reynolds seconded the motion. Motion approved with John Beaupre abstaining. Karen Campbell made a motion to sign the November 19<sup>th</sup> special Town Meeting warrant. Lloyd Cuttler seconded the motion. Motion approved with John Beaupre abstaining.

Meeting adjourned.

Respectfully submitted,  
Lynn Schnorr

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding by and between the TOWN OF CARRABASSETT VALLEY ("the Town") and LONGFELLOW MOUNTAINS HERITAGE TRAILS, INC. ("Longfellow"), as follows:

WHEREAS, Longfellow holds an option to buy certain property in Carrabasset Valley, Maine from Karen-Lee Moody for \$200,000 pursuant to an Agreement of Option dated July 18, 2018; and

WHEREAS, JORDAN LUMBER COMPANY PARTNERS, LLC ("Jordan") and Longfellow have agreed upon an Assignment of said Option from Longfellow to Jordan; and

WHEREAS, Jordan intends to exercise said Option prior to November 30, 2018; and

WHEREAS, the Option price will be paid by \$10,000 cash and \$190,000 in the form of a promissory note and mortgage, bearing interest on the unpaid principal balance at the rate of 2.6% per annum, payable November 30, 2019; and

WHEREAS, said Option Agreement is contingent upon the Town approving a bond for the purchase of the Property in the amount of \$150,000 in March, 2019, and if the Town so approves Jordan agrees to convey the Property to the Town;

NOW THEREFORE, for the mutual covenants set forth herein covenant and agree as follows:

1. Subject to approval of the voters of the Town at the annual town meeting in March, 2019, the Town agrees to approve a bond for \$150,000 and to acquire the Property from Jordan for \$180,000.
2. In consideration of the above obligations of the Town, Longfellow agrees to assign said Option to Jordan.
3. The Town's commitment as set forth above shall be subject to and contingent upon approval of the voters of the Town as set forth above.
4. The Town will grant a conservation easement to Longfellow to limit the use of the Property to non-motorized recreation (except to include electric assistant mountain bikes), primitive recreational uses and forest management as the parties may agree.

IN WITNESS WHEREOF, the parties hereto hereby agree as of the \_\_\_\_\_ day of November, 2018.

TOWN OF CARRABASSETT VALLEY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name:  
Its:

LONGFELLOW MOUNTAINS  
HERITAGE TRAILS, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Larry Warren, its President

## Flagstaff Area Business Association

Please accept this as a request to see if the Town would consider an expansion of the Information/Visitor's Center building.

### About us:

- We have been a business association for 24 years. We have more than tripled our membership over the past 3 years. In the past 2 months we increased by 10 members for a current total of 223.
- Over the past several months, we have been restructuring to *assure sustainability*.
- We average 4 volunteers/employees working at the same time
- We received almost **2200** visitors during the past 12 months – winter hiking, snowshoeing, and fat tire biking has increased our traffic tremendously.
  - Most people that come into the Visitor's Center are not asking about Sugarloaf. They are asking:
    - ✓ Where should I stay? Do they take dogs?
    - ✓ Where should I eat?
    - ✓ Where are the trailheads for hiking or biking?
    - ✓ What is there to do if you aren't a skier?
    - ✓ Do you have maps?
    - ✓ Where are the waterfalls?
    - ✓ I'm not an outdoors person. What is there to do?
    - ✓ How do we entertain the kids?
- Over 2000 potential visitors contacted us by phone or email to request a guidebook. We have distributed **26,000 copies** of the 2018 guidebook thus introducing thousands of potential visitors to Maine's High Peaks. This past year we sent 3100 guide books to Northeastern PA to be distributed throughout that area.
- We have an active Board of Directors – Faron Fahy representing Carrabassett

### Current Issues:

1. We have outgrown the current building:
  - There is not enough work space.
  - There is not enough room for visitors to move around especially if there is more than one.
  - It's a crowded, uncomfortable atmosphere to our visitors, we have had some visitors leave without helping them because of it being too crowded.
  - There is no room to expand future growth; rack space, displays, et.
  - We have the potential of an intern from UMF to help with future projects but need space.
  - There is no storage.
    - We rented a storage unit for the 26,000 guidebooks (4.5 tons).
    - The attic space is not dry.
    - The back-office closet houses a small refrigerator and microwave.

2. There is no adequate internal plumbing.
  - The half bath is currently being used for storage.
  - The porta pottie is an eye sore.
  - People comment about the picnic table next to the porta potties.
  - The porta pottie has issues during winter especially at 10 below

#### Visitor's Center:

The current building's outside dimensions are 20'X24'. The building sets on a Bell Slab. The interior consists of a small, half-bath, an office in the rear, and reception/information area.

#### Committee's findings:

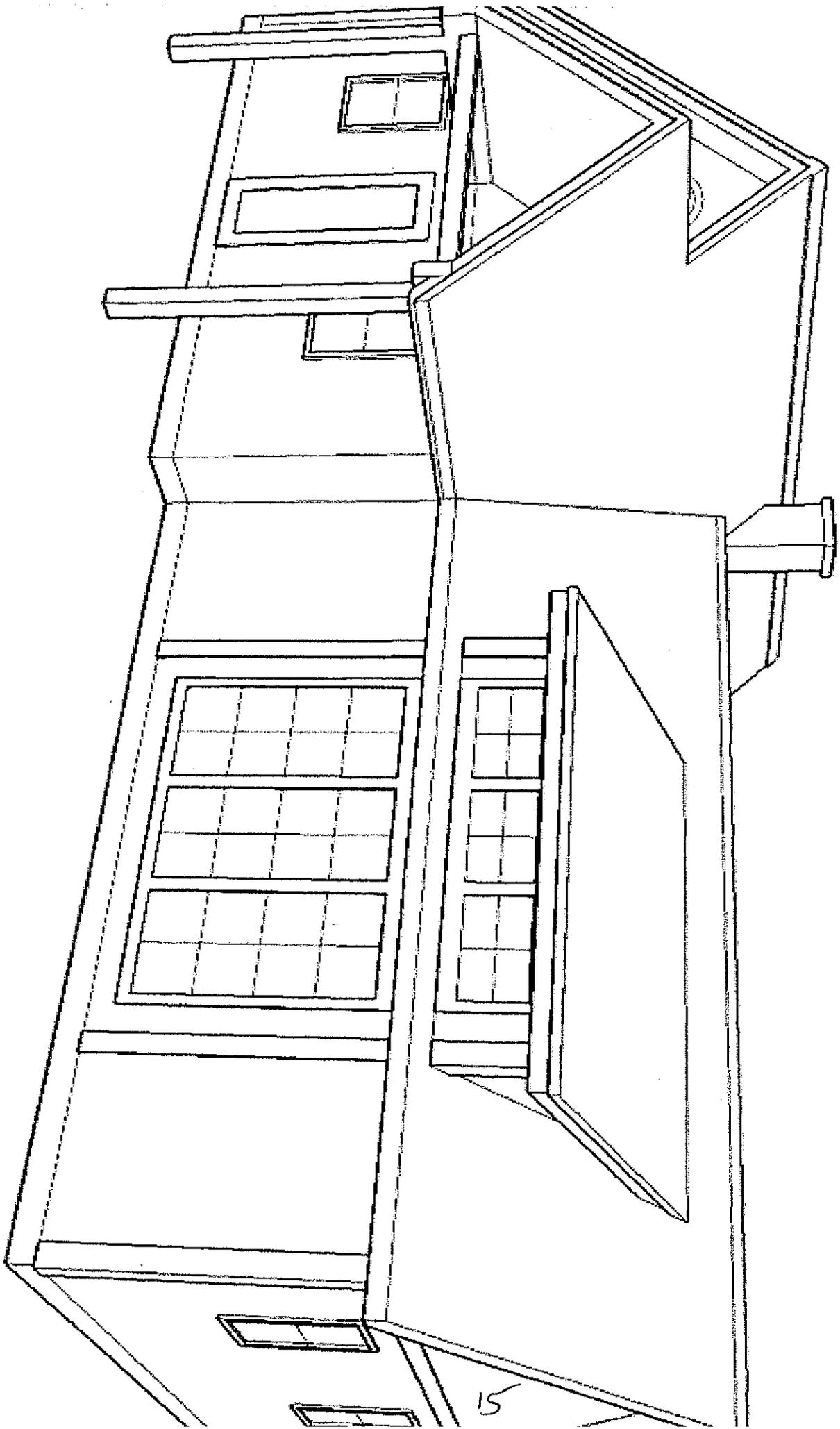
1. Carrabassett Valley, with all its beauty, is the center of the High Peaks. The visitor's building is, or can be, the center of Carrabassett. With the proposed plan, it will be the focal point of the Valley.
2. Add a 22' long X 20' wide addition on a slab. The rear of the room would be for storage – possibly 14'X8'. The remainder 14'X16' would be a new office/conference/display area.
3. Remove the current tank and replace it with a septic system that will work all year.

#### **Our Mission:**

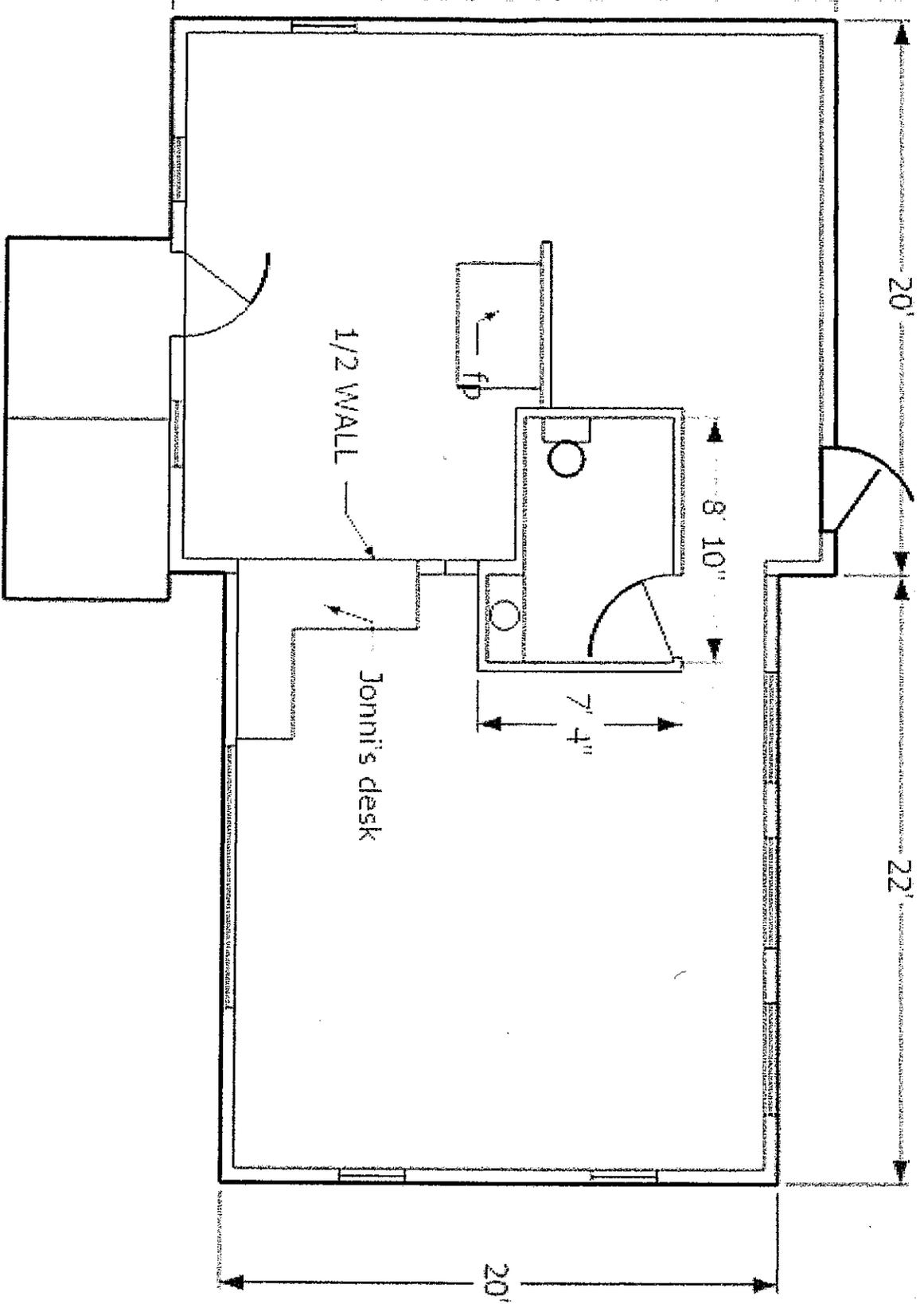
FABA promotes the economic welfare and goals of its surrounding areas by providing a forum for networking, cooperative advertising, community sponsorship, and the exchange of ideas in order to create and maintain the Maine's High Peaks Region as a thriving four-season tourist destination.

**Funding:** We receive annual monies from 3 towns, Eustis/Stratton \$3000, Kingfield \$6000, Carrabassett Valley \$6000. We receive approx. \$14,000 in membership fees and about \$20,000 in ad sales in our Maine's High Peaks Visitor Guide. We also just received a \$40,000 tif grant thru the Kibby Wind Tower tif that Franklin County Commissioners administer. This years tif grant was an increase of \$2500 over the previous year. We are also in the process of sourcing other monies thru other grant opportunities and we are talking with Franklin County Chamber of Commerce in doing several fundraising events with them.





15



**Memorandum of Understanding (MOU) Between the Town of Carrabassett Valley (the Town), and Sugarloaf Mountain Corporation (Sugarloaf) regarding a long-term land lease for the development of a Town of Carrabassett Valley Fire Station**

Whereas, the Town of Carrabassett Valley wishes to build a new fire station on land owned by Sugarloaf Mountain Corporation as described on the attached sketch and,

Whereas, the Town has occupied two garage bays at the Sugarloaf Maintenance Garage for use as the Town's "Mountain Fire Station" since 1983 and,

Whereas, the Town wishes to build a larger more efficient fire station on the proposed site that will benefit all home owners and Sugarloaf facilities in the built up "Sugarloaf Mountain Area" by providing more efficient fire protection and public safety and in continuing to assist all property owners (including Sugarloaf) with lower property insurance rates due to close proximity to the proposed fire station and,

Whereas, Sugarloaf wishes to have use of additional garage space at their Sugarloaf Maintenance Garage and wish to resume occupation of the two garage bays currently occupied by the Town and,

Whereas, the Town will need to expend considerable tax payer funds in planning for the construction of a new fire station before final design is completed and before final Town financing for the project is approved by the Town, the Town wishes to seek Sugarloaf approval of this MOU.

**Parties Agreement:**

The party representatives hereby agree in principle to the provisions listed below in this MOU with the understanding that its purpose is to outline the framework to mutually work together to allow Sugarloaf to provide the Town with a long-term land lease and for the Town to lease said land for the purpose of building a new Fire Station.

The Town will provide Sugarloaf with a Land Survey for purposes of specifically defining the land to be leased to the Town for Sugarloaf's consideration and approval. The current concept plan calls for a leased land area of approximately 200' x 400' which is subject to change (and approval by Sugarloaf).

The Town will provide Sugarloaf with concept plans for the proposed Fire Station, currently estimated to be 6,500 sq.ft of building space. Sugarloaf reserves the right to approve the final outside appearance of the building.

The Town will maintain a 100' buffer of existing vegetation adjacent to the Sugarloaf Access Road or will otherwise provide an agreed upon visual buffer.

The Town will provide Sugarloaf with ongoing certificates of insurance naming Sugarloaf as an additional insured for all construction activity and ongoing liability insurance coverage for occupation of the property.

Upon completion of the proposed new Town fire station, the Town will move out of the current two bay Fire Station garage space which will allow Sugarloaf to expand their existing garage space.

Sugarloaf will provide the Town with a 50-year lease with mutually agreed upon future extended options for said leased lot and an easement for use of the existing gravel road adjacent to said lot for access to the Sugarloaf Access Road.

Both parties agree there may be some additional terms and conditions which may need to be placed in the lease which both parties agree to mutually work to resolve.

Both Parties Hereby Mutually Agree to this Memorandum of Understanding:

\_\_\_\_\_  
Chairman of the Board of Selectmen



Sugarloaf Mountain Corporation

Dated: 10-10-12

## Cooperative AGREEMENT

This Cooperative Agreement ("Agreement") is made this 14th day of November, 2018, by and between the Town of Carrabassett Valley, Maine ("Carrabassett Valley"), with a principal office at 1001 Carriage Road, Carrabassett Valley, ME 04947 and the Town of Princeton, Maine ("Princeton"), with a principal office at 15 Depot Street, Princeton, ME 04668.

### I. RECITALS

1. The Town of Carrabassett Valley owns and operates Sugarloaf Regional Airport, a public airport. Carrabassett Valley is not undertaking an FAA funded project in the 2019 fiscal year. Carrabassett Valley is currently eligible to receive \$150,000 in fiscal year 2019 "entitlement" funds from the FAA.
2. The Town of Princeton owns and operates Princeton Municipal Airport, a public airport. Princeton is in the process of Constructing a Terminal Building, which is an FAA funded project. In conjunction with its project, Princeton requires additional funding to accomplish the project in the 2019 fiscal year. Princeton is currently eligible to receive \$150,000 annual "entitlement" funds from the Federal Aviation Administration (FAA) in the 2020 fiscal year.
3. Carrabassett Valley is willing to authorize the FAA to transfer \$150,000 of its "entitlement" funding to the account for Princeton under the terms and conditions set forth below.

### II. AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Carrabassett Valley hereby agrees to authorize the FAA to transfer \$150,000 to the account for Princeton to allow Princeton to apply for a 2019 FAA grant to fund their project this fiscal year.
2. Princeton hereby agrees to authorize the FAA to transfer \$150,000 of Princeton's eligible funding into the account of Carrabassett Valley during the 2020 fiscal year, or whenever FAA funding in the same amount is available, or, at its earliest possible time.
3. Carrabassett Valley and Princeton will be individually responsible for filing all documentation required by the FAA.
4. The term of this Agreement is for a period of two years from the date of execution by both parties.
5. Carrabassett Valley and Princeton contacts under this Agreement are as follows:

Carrabasset Valley  
Attn: Dave Cota  
1001 Carriage Road  
Carrabasset Valley, Me, 04947

Princeton  
Attn: Jason Theriault  
15 Depot Street  
Princeton, Me, 04668

6. This Agreement may be modified by written agreement of the parties.

In witness whereof, this **Memorandum of Agreement** has been executed this 14<sup>th</sup> day of November, 2018, by its duly authorized representatives.

Town of Carrabasset Valley

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Dave Cota  
Its: Town Manager

Town of Princeton

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Jason Theriault  
Its: Vice Chair of Selectboard

# TOWN OF CARRABASSETT VALLEY SPECIAL TOWN MEETING WARRANT

**6:00 p.m. November 19th, 2018 at the Library Building**

**TO:** Mark Lopez, Police Chief of the Town of Carrabasset 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 inhabitants of the Town of Carrabasset Valley in said County and State, qualified by law to vote in Town affairs, to meet at the Carrabasset Valley Library Building at 6:00 p.m. the 19th day of November, 2018 to act upon the following articles to wit:

**ARTICLE 1.** To choose 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'

**ARTICLE 3.** To see if the Town will vote to approve an Ordinance entitled: 'Municipality of Carrabasset Valley Moratorium Ordinance Regarding Medical Marijuana Retail Stores, Dispensaries, Commercial Cultivation Facilities, Testing Facilities and Manufacturing Facilities'.

Given under our hands this 5th day of November, 2018.

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

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

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

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

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

Board of Selectmen  
Town of Carrabasset 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 the Town of Carrabassett Valley, in the County of Franklin and State of Maine, qualified by law to vote in Town affairs, to assemble at the above time and place and for the purpose within named by posting on the 6th day of November, 2018 attested copies an ordinance entitled 'Municipality of Carrabassett Valley Moratorium Ordinance Regarding Medical Marijuana Retail Stores, Dispensaries, Commercial Cultivation Facilities, Testing Facilities and Manufacturing Facilities' and 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.

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MARK LOPEZ, POLICE CHIEF

**'MUNICIPALITY OF CARRABASSETT VALLEY  
MORATORIUM ORDINANCE REGARDING  
MEDICAL MARIJUANA RETAIL STORES, DISPENSARIES,  
COMMERICAL CULTIVATION FACILITIES, TESTING FACILITIES AND  
MANUFACTURING FACILITIES'**

WHEREAS, the legislative body of the Municipality of Carrabasset Valley (the "Municipality") makes the following findings:

- (1) The Maine Medical Use of Marijuana Act, codified in 22 M.R.S. Ch. 558-C, authorizes the use, possession, cultivation and transfer of marijuana for medical purposes, and authorizes qualifying patients to obtain medical marijuana from other qualifying patients, registered caregivers, or registered dispensaries, as those terms are defined by 22 M.R.S. § 2422; and
- (2) On July 9, 2018, the Maine Legislature enacted PL 2017, c. 452 (LD 1539), *An Act to Amend Maine's Medical Marijuana Law*, which includes express authorization for the operation of retail stores by registered caregivers to sell marijuana to qualifying patients, as well as authorization for the operation of medical marijuana manufacturing facilities, medical marijuana testing facilities, and six additional registered medical marijuana dispensaries; and
- (3) On July 9, 2018 the Maine Legislature enacted as emergency legislation PL 2017, c. 447 (LD 238), *An Act to Amend the Maine Medical Marijuana Law*, which expressly recognizes municipal home rule authority to regulate registered caregivers, registered dispensaries, testing facilities, and manufacturing facilities; and
- (4) The unregulated location and operation of medical marijuana retail stores, registered dispensaries, testing facilities, and manufacturing facilities within the Municipality raises legitimate and substantial questions about the impact of such activity on the Municipality, including questions as to compatibility with existing land uses and developments in the Municipality; the sufficiency of municipal infrastructure to accommodate such activity; and the possibility of unlawful sale of medical marijuana and medical marijuana products; and
- (5) As a result of the foregoing issues, the location and operation of medical marijuana retail stores, registered dispensaries, testing facilities, and manufacturing facilities within the Municipality have potentially serious implications for the health, safety and welfare of the Municipality and its residents; and
- (6) The Municipality currently has no regulations governing medical marijuana retail stores, registered dispensaries, testing facilities, and manufacturing facilities, and existing ordinances are insufficient to prevent serious public harm that could result from the unregulated development of medical marijuana retail stores, registered dispensaries, testing facilities, and manufacturing facilities; and
- (7) An overburdening of public facilities and resources, including public safety resources, is a reasonably foreseeable result of the unregulated location and operation of medical marijuana retail stores, registered dispensaries, testing facilities, and manufacturing facilities in the Municipality; and

(8) In the judgment of the legislative body of the Municipality, the foregoing findings and conclusions constitute an emergency within the meaning of 30-A M.R.S. § 4356 requiring immediate legislative action.

NOW THEREFORE, pursuant to 30-A M.R.S. § 4356, be it ordained by the Municipality as follows:

**Section 1. Moratorium.** The Municipality does hereby declare a moratorium on the location, operation, permitting, approval, or licensing of any and all new medical marijuana retail stores, registered dispensaries, testing facilities, manufacturing facilities within the municipality and any related commercial cultivation.

No person or organization shall develop or begin operation of a medical marijuana retail store, registered dispensary, testing facility, or manufacturing facility within the Municipality on or after the effective date of this Ordinance. During the time this Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Municipality shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, any other type of land use approval or permit and/or any other permits or licenses related to a medical marijuana retail store, registered dispensary, testing facility, or manufacturing facility and any related commercial cultivation.

**Section 2. Definitions.** For purposes of this ordinance, the following terms have the following meanings.

*Medical marijuana retail store* means an establishment having the attributes of a typical retail establishment, such as, but not limited to, signage, regular business hours, accessibility to the public, and sales directly to the consumer of the product, that is used by a registered caregiver to offer marijuana for sale to qualifying patients.

*Marijuana* means the leaves, stems, flowers, seeds and other plant material harvested from a plant of the genus Cannabis, including, but not limited to, Cannabis sativa, Cannabis indica, and Cannabis ruderalis or their hybrids or seeds of those plants. "Marijuana" includes any product derived from any marijuana plant or plant material, including, but not limited to marijuana concentrate and marijuana products.

*Registered dispensary* means an entity registered under the Maine Medical Use of Marijuana act that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies or dispenses marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients.

*Testing facility* means a public or private laboratory that is authorized under the Maine Medical Use of Marijuana Act to analyze contaminants in and the potency and cannabinoid profile of marijuana samples.

*Manufacturing facility* means a facility or person engaged in the production, blending, infusing, compounding, or other preparation of marijuana, marijuana concentrate, or marijuana product for medical use, including, but not limited to, extraction or preparation by means of chemical synthesis.

**Section 3. Pending Proceedings.** Notwithstanding 1 M.R.S. § 302 or any other law to the contrary, this Ordinance shall govern any proposed medical marijuana retail store, registered dispensary, testing facility, and manufacturing facility for which an application for a building permit, certificate of occupancy, site plan or any other required approval has been submitted to the Municipality, whether or not a pending proceeding, prior to the enactment of this Ordinance.

**Section 4. Conflicts/Savings Clause.** Any provisions of the Municipality's ordinances that are inconsistent or conflicting with the provisions of this Ordinance are hereby repealed to the extent applicable for the duration of this moratorium. If any section or provision of this Ordinance is declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

**Section 5. Violations.** If any medical marijuana retail store, registered dispensary, testing facility, or manufacturing facility is established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance and the Municipality shall be entitled to all rights and remedies available to it pursuant to 30-A M.R.S. § 4452, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations.

**Section 6. Effective Date.** If enacted, the provisions of this moratorium ordinance shall be applicable to all pending proceedings and applications commenced after October 22, 2018, which is the date upon which the Board of Selectmen scheduled a public hearing concerning the medical marijuana moratorium ordinance and shall remain in full force and effect for a period of 180 days thereafter, unless extended pursuant to law or until a new and revised set of regulations is adopted by the Municipality, whichever shall first occur.

**ATTEST:** A true copy of an ordinance entitled 'Municipality of Carrabasset Valley Moratorium Ordinance Regarding Medical Marijuana Retail Stores, Dispensaries, Commercial Cultivation Facilities, Testing Facilities and Manufacturing Facilities' as certified to me by the municipal officers of Carrabasset Valley on November 5<sup>th</sup>, 2018.

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Wendy Russell, Town Clerk of Carrabasset Valley

Dated: November 6<sup>th</sup>, 2018