

Carrabassett Valley Selectmen's Meeting

4:30 p.m. Monday August 16th, 2021 at the Town Office

Depending on concerns over COVID-19, citizens may wish to participate by REMOTE ACCESS AS PROVIDED BELOW. Remote Access Participants will hear all the proceedings and will be allowed to speak.

We have set up a remote access process as follows:

- Participants call into this number: 1-425-436-6390
- Enter code following prompts: 668536 (it will then tell you to press the # symbol)
- Once the moderator joins all those on the line can join as well---Please announce yourself when asked.

Meeting will start at 4:30 p.m.

Agenda:

Review and sign Town Payroll Warrant: #34 in the amount of \$48,664.80.

Review and sign Town Expenditure Warrant: #35 in the amount of: \$54,245.57.

1. MINUTES from the last meeting (July 26th, 2021)—Attached.

2. PUBLIC HEARING AND REQUEST FOR A MARIJUANA RETAIL STORE LICENSE FROM TOMBEAU, INC. DOING BUSINESS AS AYOTTES STORE: Tombeau, Inc. has received a Planning Board permit for a Marijuana Retail Store at the Ayotte's Store location. They have also obtained a Conditional Marijuana Retail Store License from the State. The next step is to obtain a License from the Select Board. Part of that process is to hold a public hearing which is scheduled as part of this meeting (see attached copy of the public hearing notice). We have attached those pages of the Town' Licensing Ordinance that apply. We have sent a copy of the application to the Board of Selectmen, the Code Enforcement Officer and Police and Fire Chiefs for review.

3. TOWN ASSESSOR'S CONTRACT: After requesting proposals from Certified Maine Assessors to contract with the Town to provide Single Property Tax Assessing Services (please see attached Request for Proposals) we received a proposal from Michael Rogers. Michael has forty-three years' experience working for the State of Maine as a State Tax Appraiser. We have sent a copy of Michael's resume' to the Select Board. Michael is proposing to contract for these services for \$475 per diem with anticipation of working approximately eighty days per year. We have researched what other larger Town's (with substantial valuation and number of properties) are paying for these contracted services and this is well within that range. Michael will be present to meet with the Select Board.

4. TOWN CYBER/COMPUTER SYSTEM SECURITY: At the last meeting, C-Prompt our IT provider, made three recommendations to enhance our cyber security and data back-up system.

The first recommendation is to have C-Prompt install and maintain a "Network Attached Storage Device" (NAS). This would allow an additional data backup to our existing "cloud" back up. Other than the initial cost of the device (hard drive) and installation there will be no additional on-going cost to do this. We believe the Board gave the okay to move ahead with this.

The second recommendation was to implement a Password Manager tool at a cost of \$6.50/ per user per month or \$65 per user per year. At the last meeting, it was discussed to have Sacha and Wendy use this to assist in protecting access to bank accounts and sensitive data. We believe the Board decided to move ahead with this and this has been installed on both computers and is in use now.

The third recommendation is to allow better and more long-term archiving of Town emails. There are two issues to address here: The first issue is that we use Microsoft Outlook which is backed up by our backup system but there is no long-term archive in place. The second issue is that if we no longer used Spectrum as our internet provider, we would have to change our email addresses (from @roadrunner.com).

To solve both these issues the recommendation is to move our Town email addresses to either @carrabassetvalley.org or gmail.com which would connect the address to a Google Workspace and C-Prompt would apply a program that would back up AND archive all emails.

There is a cost differential between using @carrabassetvalley.org (which is consistent with the Town website) or @gmail.com. We are currently trying to resolve the difference in pricing between two vendors and hope to be able to provide this information.

In addition, we were asked to provide information concerning the Town's current Cyber insurance coverage. Please see attached summary of this coverage. The Town is currently paying \$777 annually for the Cyber insurance and \$444 for the Data Compromise insurance.

5. REQUEST FOR APPROVAL FOR THE \$149,920 CONTRACT WITH HOYLE, TANNER ASSOCIATES, THE TOWN'S AIRPORT ENGINEERING CONSULTANTS, FOR SERVICES RELATED TO THE NOW APPROVED F.A.A. \$632,500 GRANT PROJECT TO CONSTRUCT THE NEW AIRPORT TAXI LANE PROJECT: At the last Select Board meeting, the Board approved the \$632,500 F.A.A. grant offer which has been submitted to the F.A.A. A copy of the summary pages of the contract are attached (if you wish to see a copy of the entire itemized twenty-two-page contract please let us know). As you may recall, the cost of the entire project is as follows:

Construction (Jordan Excavation Bid):	\$480,880
Engineering (Construction. Admin., Inspection and Closeout)	149,920

Town Admin (Independent Engineering Fee Estimate and Advertisement)	<u>1,700</u>	\$632,500
---	--------------	-----------

To establish the engineering fees for this project, like every F.A.A. funded project, we went through an Independent Fee Estimate process. This entailed hiring an independent engineering (fee) consultant (an engineer approved by the F.A.A. and M.D.O.T.) to review the detailed Scope of Services and provide the Town with an estimated range of cost for engineering services for this project. That range was estimated to be \$144,643 to \$176,786. This estimate was then compared to our Airport Consultant's proposed price (\$149,920) and that price is used in this contract.

If this is approved, next in line for Board approval regarding this project will be the Jordan Excavation Construction Contract when that is ready for approval.

6. POTENTIAL CHANGES TO THE TOWN PERSONNEL POLICY: As we indicated in this year's Town Work Plan, we hope to update the Town's Personnel Policy which we are currently working on. In addition to minor language changes (he/she versus "he") we are proposing adding provisions regarding recently enacted laws pertaining to 'Family Medical Leave' and 'Earned Pay Leave' (we've included these in a draft). There are couple of issues that may need to be addressed by the Select Board such as the creation of 'permanent part-time employee' positions (should the creation of these positions be approved by the Select Board?) and related health insurance benefits and payment benefits in lieu of receiving health insurance for permanent part-time employees. The policy may need clarity regarding these and a few other issues. We'll explain more at the meeting. Our plan is to meet with Town employees when we have a draft of proposed changes for their input and then meet again with Select Board.

7. TOWN MANAGER POSITION RECRUITMENT: We were asked at the May 10th Board meeting to place this item on an August Board meeting agenda. As you know, the Town Manager announced his intention to retire in March (of 22'). One issue to consider is whether or not the Board wishes to hire a firm to assist the Board with the recruitment process (Farmington recently went through this process). There are two entities in Maine doing this work Maine Municipal Association (MMA) and Eaton, Peabody law firm. It's our understanding the cost to do this is approximately \$6,500 plus \$1,500 in advertisement costs. The Board can decide to try to do the recruitment without this assistance. We have compiled some basic information including a recent 'Scope of Services' from MMA for recruitment services and some recent advertisements for Town Manager positions for the Board to start to review which we will present at the meeting.

8. FIX TOWN'S "OLDER" TENT: Select person Karen would like to discuss repairing the Town's "older" 20' x 40' canvas tent.

9. INFORMATIONAL:

- Sugarloaf Explorer Transportation System: It appears we are experiencing a very serious shortage of Bus Drivers for this system. Western Maine Transportation, Sugarloaf and us (Town) are trying to recruit drivers. Please see the attached advertisement and if you know of anyone who may be interested, please pass on this information. This is serious enough at this time that it could mean limited service.
- The Town's Employee Housing Committee is meeting at 10:00 a.m. on Friday August 27th.

**TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
July 26, 2021**

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

Others Present: **Dave Cota** **Brian Twitchell**
 Wendy Russell **Deb Bowker**
 Stan Tingley

Bob Luce opened the meeting at 4:30 p.m. and welcomed those in attendance. Dave Cota asked phone-in callers to identify themselves for the record.

Payroll warrants #27 and #29 in the amounts of \$40,452.76 and \$39,476.79, respectively, were reviewed and signed by Selectmen.

Expense warrants #28, #31 and #33 in the amount of \$28,258.09, \$67,125.04 and \$34,366.14, respectively, were reviewed and signed by Selectmen.

The minutes of the June 28, 2021 were provided to the Selectmen for review and approval. Jay Reynolds made a motion to accept the minutes as written. Lloyd Cuttler seconded the motion. Motion approved via roll call.

Dave Cota noted that, at a prior meeting, there was a question about the Town's computer system's cyber security protection and how to protect against cyber-attacks. He provided the Selectmen with information included in the agreement with C-Prompt the Town's IT service provider. Brian Twitchell from C-Prompt was in attendance and he explained the services they provide which includes back-up storage of data on a cloud, which backs up automatically. There is also anti-virus protection for the individual computers and a robust firewall. John Beaupre noted that he is on another Board that had a serious breach, so he was hoping to get some reassurance that the Town has the best possible cyber security. Brian does recommend a better archive system for e-mails, since the Town is required to store all e-mails. This would require a change of e-mail addresses for Town employees. Brian also recommends a system called Sentinel One, which is a very robust anti-virus program. John Beaupre noted that the company he was affiliated with had insurance for ransom-ware. He asked if Dave could look at the Town's policy to see if there is coverage for such a thing. Brian also cautioned against using the same password on multiple accounts, since this is one of the bigger issues. John Beaupre said he feels all these recommendations are very prudent. Wendy Russell also recommends education for Town employees on ways to protect against cyber threats. Dave Cota will work with Brian and Wendy to implement the recommended security improvements, and he will bring the additional information to a future Selectmen's meeting.

Dave Cota reported that the Public Lot Forestry Committee has recommended a 2500' forestry road be built in 2021 on the Public Lot to be graveled in 2022 which would allow for harvesting 240 acres in 2023 on the southwest corner of the Town lot. Dave provided map information for the Selectmen's' reference. There's a possibility of accessing the area over Sugarloaf land, but it is more expensive. The most logical approach is to build on the Town lot, which will be future

infrastructure on the lot. The total cost is estimated at \$39,000, which includes stump removal, shaping and graveling. Dave has spoken with some people in the Mountain Bike Club about this, and there are no major concerns. This new road would involve graveling approximately 1,200' of Nordic Ski Trail 22 and would improve the Nordic Trail. John Beaupre made a motion to approve this plan. Lloyd Cuttler seconded the motion. Motion approved via roll call.

Dave Cota updated the Selectmen on the ongoing Public Lot trail bridge project. This has been a huge project over the last several years. The Town has spent \$218,325 and Sugarloaf has spent \$45,000 to date. The good news is that these concrete panel bridges should last for many years. The funds have been coming from timber harvesting revenues. Dave provided conceptual estimates of the funding and expenses as this project continues over the next two years. It will be necessary to replace the remaining thirteen bridges on Nordic and mountain bike trail 50 as these bridges need to be replaced. This will leave a deficit in the account at the end of 2022, which will be corrected with the forestry revenues in 2023, and will also result in all new concrete panel bridges over the entire Town Public Lot trail system. The Town will need to be consulted with the plan for a one-year period of deficit financing.

Dave Cota reported that someone reported an (American Disabilities Act) ADA Complaint against Sugarloaf, which includes the access to the Outdoor Center building and the Golf Course Clubhouse. Sugarloaf has hired a consultant, who will provide potential corrective information, which will be relayed to the Town. Dave will provide more information as it becomes available.

Dave Cota updated the Selectmen on the two large project requests made by Sugarloaf, and how to proceed with the public process. The Sugarloaf April presentation was well-attended. The project would include a roof over the ice rink, expansion of kitchen area, a Par 3 golf course, a tubing park and snowmaking on part of the Race Course Nordic ski trail in addition to a lighted snowshoe trail. Dave asked if the Selectmen wished to move forward with the public process involving these two projects. Sugarloaf has expressed interest in moving forward with the Town next year with the Outdoor Center project if the Town wishes to move forward (including a vote of the Town). Dave has asked Sugarloaf to flag out the tubing park area, so there's a physical identification of the impacted area. Bob Luce said he feels it needs to move forward for the purpose of discussion, whether it will be the project in its entirety or the individual components, and let the Town make the decision. Dave indicated that the Town Newsletter could be used as a means of communicating the public process involved with both this project and the proposed Golf Course Par 3 Project.

With regard to the Golf Course Project, Sugarloaf would donate 15 acres for the project. They would like to see if the Town would substantially pay for this project as their West Mountain Development Project will provide a significant amount of new property tax revenue to the Town (potentially substantially exceeding the cost of amortizing the debt service for the Par 3 golf course project). The proposed Par 3 Course is located very close to the West Mountain Development Project that Sugarloaf is planning. Boyne has hired a consultant to do the wetland analysis, as well as a consultant to develop a concept plan with estimated cost. John Beaupre noted that the project appears to be a win-win, but it will need to go through the public process.

Dave Cota said that there's a need for clarification with the deed for the Adaptive Outdoor Education Center. The language in the deed from the Legislature appears to allow for overnight activities for people with disabilities, there is nothing to prevent it in the lease. John Beaupre said it is a "no-brainer" to support their mission and made a motion to authorize promoting their

center on Air B'n'B for people with disabilities. Jay Reynolds seconded the motion. Motion approved via roll call.

Dave Cota reported that the FAA has offered a \$632,500 grant to the Town for the construction of the Taxi Lane Project. The project has already been approved by the Town at the June 2nd, 2021 Town Meeting, so the Selectmen would need to vote to accept the grant and to authorize the Town Manager to sign the grant on behalf of the Town. Lloyd Cuttler made a motion to approve the grant and authorize Dave Cota to sign the grant on behalf of the Town. John Beaupre seconded the motion. Motion approved via roll call.

Dave reported that the Town will be receiving grant money through the American Rescue Plan Act, but the amount is not yet determined (thought to be approximately \$83,000). He believes the Town will have three years to spend the funds, and there are criteria as to how the money can be spent. There are also funds (\$5.7M) will come to the County from this Federal program. Representatives from Franklin County Towns are meeting with the Franklin County Commissioners on July 27th seeking input on how best to spend these funds.

Jay Reynolds made a motion to approve the State DOT Local Road Assistance Program certification. The Town will receive \$3,584 in 2021 from this program. Funding is being spent on the Outdoor Center Road. Lloyd Cuttler seconded the motion. Motion approved via roll call.

The Town has received a proposal from Michael Rogers for the Tax Assessor position. Dave will arrange for Michael to come meet with the Selectmen at the next meeting. This assessor position would be a contract, versus an employment situation.

A license request will be coming to the Selectmen soon from Tombeau for a Marijuana Retail Store Licensing. This location and related application has been approved by the Planning Board. A public hearing will be held on August 16th at 4:30 p.m., which will be followed by the regular Selectmen's meeting. Jay Reynolds made a motion to hold the public hearing on that date. Lloyd Cuttler seconded the motion. Motion approved via roll call, with John Beaupre abstaining.

John Beaupre updated the Selectmen on the progress of the Employee Housing Committee meetings. They have had three meetings. Paul Peck, developer of the Timbers, has been participating with this committee, and he has been a great resource. They would like to develop a campus that is part employee-housing (Sugarloaf driven) and part affordable housing. There's been great representation from many facets of the community.

Informational:

Sugarloaf Informational Meeting at 7p on July 29th at the Sugarloaf Base lodge.

Paving on Route 27 through Carrabassett Valley is anticipated in the first two weeks of August.

August 7th is the Carrabassett Summer Festival with arts, music and flying!

Meeting adjourned.

Respectfully submitted,
Lynn M. Schnorr
Secretary to Board of Selectmen

**Town of Carrabassett Valley
Notice of Public Hearing
Concerning Request for Marijuana Retail Store
License**

The Board of Selectmen of the Town of Carrabassett Valley will hold a Public Hearing at 4:30 p.m. August 16th at the Town Office to consider approval of a Marijuana Retail Store License for Tombeau, Inc. doing business as Ayotte's Store at 1215 Carrabassett Drive.

A copy of the application can be viewed at the Carrabassett Valley Town Office or at the Public Hearing.

criteria for determining residency that is used in determining residency for voting purposes. This decision shall not be subject to appeal.

2. If there are any licenses remaining after the Carrabassett Valley residents drawing, a second drawing for non-residents will take place immediately after to apportion any remaining licenses.
3. If after this non-resident lottery drawing there are still licenses remaining, then those licenses will be held over until the next lottery.
4. Lottery drawings will continue until all applicants have been drawn. Applications will be listed in order drawn such that if one applicant cannot meet the requirements to obtain a license, the next applicant on the list may apply.

D. Applicants shall include certified funds with their application to pay a \$250 application fee if selected. If not selected those funds will be returned to the applicant.

E. Lottery applicants shall provide the following information:

1. A copy of the applicant's state registration application and supporting documentation, as submitted to the state registration authority.
2. Evidence of an interest in the premises in which the marijuana establishment will be located, together with the form of interest, along with the written consent of the owner of the premises for such use if the applicant is not the owner.



§68.9. Application.

Selected applicants (e.g. successful lottery participants) shall complete and file an application on the form provided by the Town Clerk, together with the applicable nonrefundable license fee as set forth in Section 68.18 below, as well as the following supporting materials:

- A. Evidence of all state approvals or conditional approvals required to operate an adult or medical marijuana establishment, including, but not limited to, a state registry identification card or registration certificate. The applicant shall have 90 days to provide this information. At the Select Board's discretion, an additional 90 days may be granted to provide this information for good cause shown for the delay. The applicant must provide proof of diligently pursuing state approvals.
- B. If not included in the applicant's state registration application, an affidavit that identifies all owners, officers, members, managers or partners of the applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three (3) years. Supporting documents, including but not limited to motor vehicle operator's license, motor vehicle registration, voter registration or utility bills shall be provided.
- C. A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Carrabassett Valley to obtain criminal records and other background information related to the individual.

- D. A statement as to the precise nature of the business with a description of the nature of all products and services offered to its customers.
- E. A description of the premises for which the license is sought, including a plan of the premises and a list of all equipment, parts and inventory used in the operation of the establishment.
- F. Evidence of all land use approvals or conditional land use approvals required to operate the establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy.
- G. Evidence of all other approvals or conditional approvals required to operate the establishment, including any applicable food or victualer's license.
- H. Evidence of compliance with the requirements of this Ordinance.
- I. Evidence that all applicants (including all officers, directors, managers, members, or partners) for any Adult Use Marijuana business permit/license, excepting Marijuana Testing Facilities, have been residents of the State, and paid taxes in the State, for a period of four (4) years immediately preceding the date of the application per 28-B M.R.S. Section 102(48)(A). This requirement expires on June 1, 2021 per 28-B M.R.S. Section 202(2).

If the Town Clerk determines that a submitted application is not complete, the Clerk shall notify the applicant within ten (10) business days of the additional information required to process the application. If such additional information is not submitted within thirty (30) days of the Clerk's request, the application may be denied.

§68.10. Investigation of applicant, officers, etc.

Upon receipt of an application or of a notice of a change of any of the individuals listed in Section 68.9 above, the Town shall provide copies of the completed application to the following staff members for purposes of conducting the investigations and issuing reports as listed below:

- A. The Code Enforcement Officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the Town Clerk.
- B. The Fire Chief or his/her agent shall inspect the location or proposed location to determine if all Town ordinances and any other applicable regulations concerning fire, health, and safety have been satisfied and shall report findings in writing to the Town Clerk; and
- C. The Police Chief or his/her agent shall investigate the application, including the criminal history record information and shall report findings in writing to the Town Clerk.

§68.11. Action on application.

- A. *Public hearing.* The Town Clerk upon receipt of a completed application and upon receipt of the reports required under § 68.10 above, shall schedule a public hearing at a

regular or special meeting of the Select Board and shall arrange for public notice of the public hearing to appear in the newspaper of general circulation within the Town of Carrabassett Valley at least seven days prior to the date of the scheduled public hearing. Costs of the hearing notice shall be paid out of the license and processing fee.

- B. *Select Board action.* The Select Board, after notice and public hearing, shall determine whether the applicant complies with the requirements of this article. Upon such determination by the Select Board, the Town Clerk shall be authorized to issue the license.

§68.12. Status of license—Display.

No license issued under this Ordinance may be assigned or transferred to another entity. Any change in ownership or change in the officers of an owner shall require a new license. Licenses are limited to the premises for which they are issued and are not transferable to another location. The license shall be displayed in a conspicuous place in the marijuana establishment or medical marijuana establishment for which the license is issued.

§68.13. Duty to update information.

Any licensee issued a license under this ordinance shall have the duty to maintain updated and accurate information regarding all of the information provided pursuant to the application process within ten days of any change of status. Failure to provide and maintain current and accurate information may result in revocation of the applicant's license.

§68.14. Standards for approval, denial, revocation.

A license application for a marijuana establishment or medical marijuana establishment shall be denied by the Select Board, and an existing license may be suspended or revoked by the Select Board after notice and hearing, if the applicant, or any owner of the applicant or licensee:

- A. Fails to meet the requirements of this Ordinance.
- B. Is not at least twenty-one (21) years of age.
- C. Is not a resident of the State of Maine.
- D. Has had a license for a marijuana establishment or medical marijuana establishment revoked by a municipality or by the state.
- E. Has not acquired all necessary state and local approvals prior to issuance of the license.
- F. Has been convicted of a disqualifying drug offense.
- G. Has provided false or misleading information in connection with the license application.

§68.15. Operating Requirements.

In order to obtain a license pursuant to this Ordinance, the applicant shall demonstrate to the Select Board that the following requirements will be met. A licensee shall comply with all of these requirements during the term of the license.

- A. Fixed location.

All licensed premises shall be fixed, permanent locations. Licensees shall not be permitted to operate marijuana establishments in other than the licensed premises, such as at farmer's markets, farm stands or kiosks.

B. Security.

1. The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes 24-hour monitoring acceptable to the Carrabassett Valley Police Department.
2. The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.
3. The licensed premises shall have exterior spotlights with motion sensors covering the full perimeter of the building(s).

C. Ventilation.

1. The licensed premises shall comply with all odor and air pollution standards established by ordinance.
2. All Adult Use and Medical Marijuana Establishments shall have Odor Control and Ventilation Systems installed and maintained in accordance with a design prepared by a Maine Licensed Mechanical Engineer such that the systems are sufficient to prevent all marijuana and marijuana-related odors from leaving the facility or premises.

D. Loitering.

The facility owner/operator shall make adequate provisions to prevent patrons or other persons from loitering on the premises. It shall be the licensee's obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed premises is ordered to leave.

E. Compliance with requirements of state and local law.

A marijuana establishment or medical marijuana establishment shall meet all operating and other requirements of state and local law. To the extent the state has adopted or adopts in the future any law or regulation governing marijuana establishments that conflicts in any way with the provisions of this article, the more restrictive shall control.

§68.16. Violations; penalties.

In addition to revocation or suspension of a marijuana establishment or a medical marijuana establishment license as provided in this Ordinance, the violation of any provision of this Ordinance shall be punished by a fine of not less than \$500.00 nor more than \$2,500.00 for each offense. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. In addition to such penalty, the Town may enjoin or abate any violation of this Ordinance. All fines and penalties, together with costs of prosecution of violations, which shall include the Town's cost and attorney's fees, shall inure to the benefit of the Town. This section shall be enforced by the Carrabassett Valley Police Chief, the Carrabassett Valley Code Enforcement Officer, and/or their designees. Notice of violations

Town of Carrabasset Valley Tax Assessor Request for Proposals

The Town of Carrabasset Valley is now accepting proposals from certified Maine assessors to provide services as the Town's Single Tax Assessor. The selected firm/individual shall be expected to commit to a minimum two-year contract, with an option to continue the contract for an additional two years. Work will be performed under the general direction of the Town Manager and, ultimately, the town's Board of Selectmen. The Town has approximately 900 residents, 3,100 Real Estate Accounts, 33 Personal Property Accounts and a total valuation base of 622,480,828 (2021 State Valuation of 701,800,000).

The Assessor Shall:

1. Perform annual update of valuations to include new construction, alterations, additions and deletions to all residential, commercial, industrial, and personal property as of each April 1.
2. Be available a minimum of one day each month at the Carrabasset Valley Town Office for scheduled meetings with taxpayers and to perform any other necessary assessing functions.
3. Process all deeds and update electronic records (Trio billing system) and record cards including photos, when applicable (approximately 200 transfers per year).
4. Read deeds and process splits by creating new record cards for new lots and make all necessary valuation changes to update the records.
5. Monitor land transfers for the possibility of Tree Growth, Farmland, and Open Space violations and calculate necessary removal penalties.
6. Draft, to scale, all land splits, subdivisions, and map corrections onto the Town's tax maps. Provide updates to mapping contractor and proofs changes prior to final map production.
7. Other undesignated days will be spent performing all necessary assessing functions in a timely manner.
8. Complete annual sales ratio study/turnaround document and Municipal Valuation Return in a timely manner with assistance from Town Staff.
9. Process annual Tree Growth Report in a timely manner.
10. Prepare Homestead Exemption Reimbursement application prior to filing deadline.
11. Appear at any required hearing to defend and offer opinion regarding property assessment within the Town.
12. Perform this work as an independent contractor and not as an employee of the Town.

13. Provide worker's compensation insurance to statutory limits for assessor's employees, if applicable.
14. Provide Commercial General Liability including Employers Non-ownership Automobile Liability to statutory limits.
15. Use the Town's existing land and building cost schedules for calculating property values and make continual changes each year to schedules if warranted.
16. Prepare and make tax abatements and supplements.
17. Accept and process new Homestead, Veteran, and Blind exemptions.
18. Maintain tables for computer record keeping, ex: tree growth, veterans, homestead exemptions related to certified ratio percentage.
19. Complete sales ratio study and Municipal Valuation Return.
20. Collect Personal Property forms and update computer records with additions or deletions.
21. Prepare Tax Commitment, verification lists, and summaries by the first of July each year.
22. Help coordinate maintaining E911 addressing range/street inventory according to ordinances with Code Enforcement Officer who, working with the Police Department is responsible for providing 911 changes.

The Town Shall:

23. Keep the appointment schedule for designated day per month meeting with taxpayers.
24. Troubleshoot assessing issues when feasible and arrange appointment with Agent, if needed.
25. Provide a list of new construction for field work in form of Building Permit copies.
26. Accept new Homestead, Veteran, and Blind exemptions, and forward same to Assessor for processing.
27. Provide a place to work at the Town Office and make available all necessary assessment records.
28. Provide clerical assistance and other reasonable office functions necessary to the Assessor to perform assessing duties. These duties include filing away work processed by the Assessor and Staff (property record cards, deeds, etc.).
29. Coordinate mapping updates with vendor to maintain accurate information for tax maps.

The Town and Bidder agree:

1. This proposal does not include any drafting of tax maps or providing the Town with new paper tax maps.
2. Travel or mileage expenses are the responsibility of the Agent and will not be billed separately to the town.
3. Town and successful bidder will negotiate a per diem price for these services. It is anticipated that these services will take approximately up to 100 days per year.
4. The Agent shall provide a monthly invoice to the town in the amount of one twelfth (1/12) of a total year's contract.
5. A minimum six-month notice shall be provided if either party elects not to renew at the expiration of any written agreement.

Other Bid Details:

1. Each bidder shall provide a general description of their firm and its municipal qualifications and a general resume'.
2. Each bidder shall provide names and phone numbers for representatives in towns located within the state of Maine where it has performed assessing services or relevant comparable services.
3. Each bidder shall provide a general description of the assessing procedures to be followed, presented in a form which will aid in evaluating its understanding of local governments and their assessing needs.
4. The successful bidder must sign a Contract with the Town.

Proposals are due at the Carrabassett Valley Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947, **no later than 10:00 a.m. July 21st, 2021**, at which time they will be opened and read out loud.

The Town of Carrabassett Valley Board of Selectmen reserves the right to accept or reject any or all proposals, to waive informalities or technicalities, to further negotiate with a selected vendor, and to accept the proposal that it deems to be in the best interest of the town.

Argonaut Insurance Company
225 West Washington Street, 24th Floor
Chicago, IL 60606

**CYBER COVERAGE
SUPPLEMENTAL DECLARATIONS**

Policy Number: PE-4632829-13 Agent #:
Account Number:
Named Insured: Town of Carrabassett Valley

COMPUTER ATTACK and CYBER EXTORTION

Computer Attack Limit - Annual Aggregate	\$100,000
Sublimits - Per Occurrence Cyber Extortion:	\$25,000
Computer Attack and Cyber Extortion Deductible - Per Occurrence	\$1,000

NETWORK SECURITY LIABILITY

Network Security Liability Limit - Annual Aggregate	\$100,000
Network Security Liability Deductible - Per Occurrence	\$1,000

ELECTRONIC MEDIA LIABILITY

Electronic Media Liability Limit - Annual Aggregate	\$100,000
Electronic Media Liability Deductible - Per Occurrence	\$1,000

PROJECT CONTRACT

Construction of Taxilanes

AIRPORT Contact Person: Dave Cota, Town Manager
Type of Services: Professional Engineering, Planning, Consulting Services

Project Location: Sugarloaf Regional Airport **Contract Negotiated Price:** \$149,920.00
Contract Begin Date: April 15, 2021
Federal AIP #: 3-23-0013-014-2021 **Contract Expiration Date:** July 1, 2022
Federal Tax I.D. #: 01-0325267 **GCA Agreement No.:** Hoyle, Tanner Project #390209.00
GCA Ordering Period Dates: 8/1/19 – 7/31/23

This Project Contract (hereinafter referred to as "Contract") is entered into by and between the Town of Carrabassett Valley, Maine / Sugarloaf Regional Airport hereinafter referred to as "Sponsor"), (1001 Carriage Road, Carrabassett Valley, ME 04947), and Hoyle, Tanner & Associates, Inc., a corporation or other legal entity (hereinafter referred to as "Consultant") organized under the laws of the State of New Hampshire, with its principal place of business located at 150 Dow Street, Manchester, NH 03101 (hereinafter referred to as the "Parties").

The following attachments are hereby incorporated into this agreement by reference:

Appendix A – Method of Payment and Price, Overhead Rate
Appendix A-1 – Employee Names/Classifications/Rates
Appendix B – Consultant's Proposal / Detailed Scope of Work
Appendix C - DBE/WBE Utilization Plan
Appendix D – Cost Estimate

The Consultant agrees to be bound by the Airport Consultant General Conditions, dated May 3, 2012 and by the Airport General Consultant Agreement dated August 14, 2019, Contract Number 390209, which are hereby incorporated by reference.

This Contract is subject to compliance with the Disadvantaged Business Enterprise (DBE) Program requirements as set forth by the Sponsor.

The Parties, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

- The Scope of Work.** The Consultant agrees to complete all work as detailed in Appendix B which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent and temporary materials required to perform the work detailed in Appendix B and;

The Sponsor shall have the right to alter the nature and extent of the work as provided in this Contract, through a written modification signed by both Parties.

2. **Reimbursement.** Upon full execution of the FAA grant agreement and related individual project contract, the Sponsor will reimburse the Consultant for approved expenditures incurred on the project prior to the execution of the FAA grant agreement, and the receipt of the MaineDOT Assignment Letter.
3. **Funding.** The Parties agree that in the event that funds are not made available by the Federal Government, and/or State Government in support of this project, the Sponsor will assume full responsibility for costs incurred. The Sponsor will make every effort to notify the Consultant should such an event occur.
4. **Team Members.** Listed below are the names of the Consultant's Project Manager, Chief Designer, other key personnel, and primary Subconsultants for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by the Sponsor.

Project Manager:	<u>Timothy Audet, PE</u>
Engineering Manager:	<u>Nils Gonzalez, PE</u>
Other Key Personnel:	_____
Subconsultant 1:	<u>RW Gillespie & Associates, Inc.</u>
Subconsultant 2:	_____

5. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
 - a. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
 - b. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
 - c. The person signing below is legally authorized by the Consultant to sign this Contract on its behalf and to legally bind the Consultant to the terms of this Contract.
6. **Offer.** The Consultant, having carefully examined the site of work, scope of work, the Airport Consultant General Conditions (including insurance requirements), Airport General Consultant Agreement (when applicable) hereby propose and offer to enter into this Contract to supply all the labor and materials needed to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed upon in Appendix A & A-1.

The Consultant also agrees:

- First: To do any extra work, not covered by the "Appendix B", which may be required by the Sponsor, and to accept as full compensation the rates noted in Appendix A-1 or approved revision to same and related contract modifications.
- Second: The Consultant will deliver to the Sponsor a signed, valid certificate of insurance proving the coverage required by this Contract and/or the Airport Consultant General Conditions before

any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the Airport Consultant General Conditions. The Sponsor shall be included as an additional insured on Commercial General Liability insurance policy carried by the Consultant.

Third: To begin and complete the work within the dates specified herein.

The Parties acknowledges that the Airport Consultant General Conditions, dated May 3, 2012, may only be amended thru a written modification approved in writing by the Maine Department of Transportation. If any provision in the Airport Consultant General Conditions is altered without approval from the Maine Department of Transportation, then funding from the State of Maine may be withdrawn.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**HOYLE, TANNER & ASSOCIATES, INC.
CONSULTANT**

Date

Robert M. Furey, Senior Vice President
Director, Aviation Services Group

**TOWN OF CARRABASSETT VALLEY, MAINE
SUGARLOAF REGIONAL AIRPORT
SPONSOR**

Date

David Cota, Town Manager

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

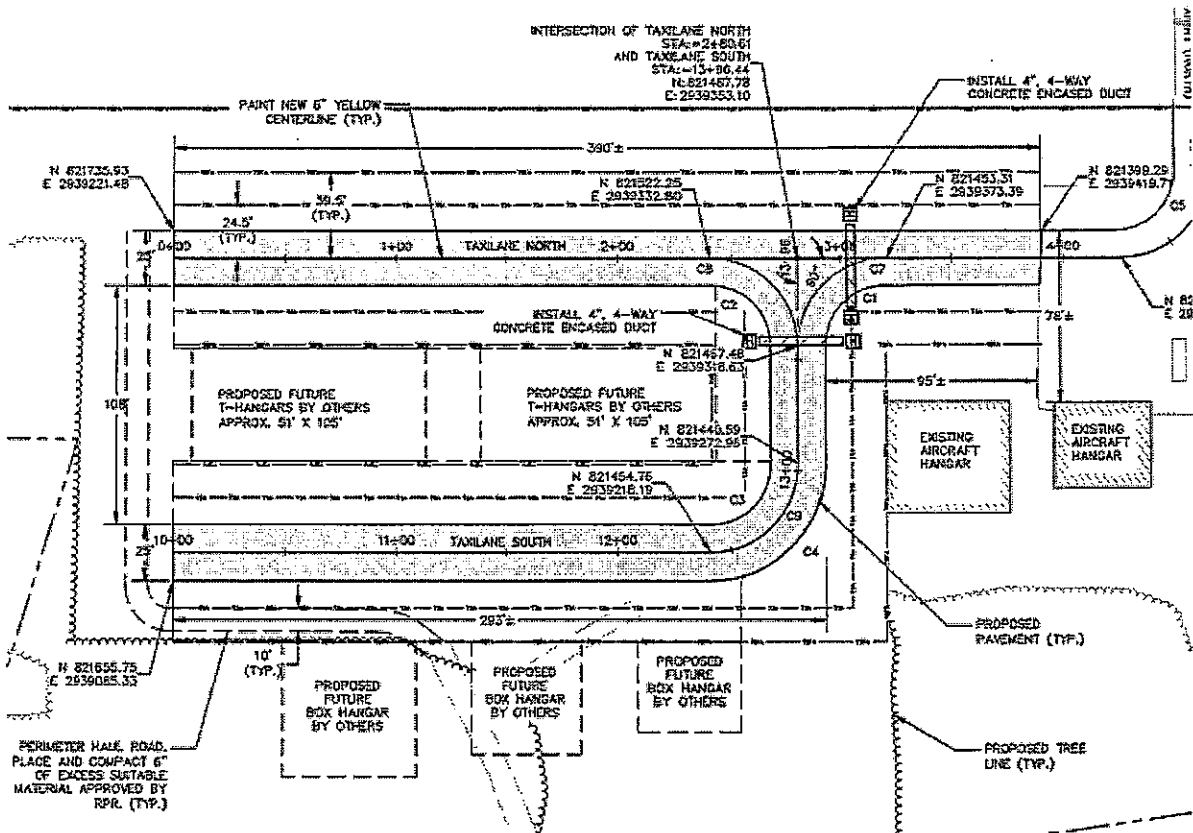
**APPENDIX B - SCOPE OF WORK
PROFESSIONAL ENGINEERING SERVICES**

**Project Administration, Construction Administration, and Project Inspection Services
For
Construct Taxilanes
at
Sugarloaf Regional Airport
Carrabassett Valley, Maine**

Hoyle, Tanner Project No. 390209.02

I. PROJECT DESCRIPTION

This project consists of approximately 2 acres of tree clearing and grubbing; site excavation and grading; placement of suitable borrow material; construction of two new 400' long, 25' wide taxilanes with a 45' pavement box consisting of 3" P-401, 6" P-209, and 36" of P-154; installation of 2 - 48' long, 4", 4-way concrete encased ducts for future electrical connections; marking a new 6" yellow taxilane centerline on existing apron and new taxilane pavement; removal of a small portion of existing centerline marking; removal of approximately 1,400 SF of existing bituminous pavement; installation of one catch basin and construction of two new infiltration basins each approximately 6,500 SF - 7,000 SF in area.



II. SCOPE OF SERVICES

ARTICLE I - PROJECT ADMINISTRATION

The Consultant shall provide project administration services as required and as requested by the Sponsor during the construction periods. The Consultant's services under this paragraph shall include:

- 1.1 Preparation of Contract documents and supporting back-up documentation required in connection with the Project. Effort to include preparation of scope and fee and IFE documentation for the project.
- 1.2 Review fee with Sponsor and negotiate IFE process. Revise scope and fee as necessary to reflect the changes.
- 1.3 Prepare and submit FAA Project Readiness form including supporting documents such as project sketches for schedule A.
- 1.4 Request Geotechnical Services for testing the pavement section during construction. Provide scope and sketch of limit of work; review Subconsultant proposal; negotiate price; prepare and execute Subconsultant agreements; review Subconsultant monthly invoices, and recurring coordination with Subconsultant on matters of contracting, insurance certificates, schedule updates and related tasks.
- 1.5 Provide assistance with forms and supporting documentation required of the Sponsor to obtain partial grant payments from the FAA and MaineDOT under each grant. Task includes financial document collection and organization and filing US DOT e-Delphi requests online. Assume monthly support for the duration from grant acceptance to grant closeout, currently assumed to be approximately 3 months.
- 1.6 Assist sponsor with annual DBE reporting.
- 1.7 Assist sponsor by filling out FAA Quarterly Progress Reports.
- 1.8 As reasonably requested, provide assistance with any other administrative-type work required by the Sponsor in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the owner, the state, the FAA, and other interested parties; disseminating interim project information to the owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
- 1.9 Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of their accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The engineer will prepare and submit monthly invoices to the owner for services provided to the owner. It is anticipated that a total of four (4) invoices will be prepared and submitted during the project. (Assume 4 hrs per month for four months for PM).
- 1.10 The Project Manager will provide general coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the design phases of the project. The Project Manager will prepare an in-house project work plan for distribution to the engineer's team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.

ARTICLE II – CONSTRUCTION ADMINISTRATION

This scope reflects a construction performance period of 56 calendar days (8 weeks). Should this duration change during construction a modification to the contract will be requested to reflect the increase in construction oversight. The CONSULTANT's work under this paragraph will include:

- 2.1 Prepare construction contract documents, obtain approvals, Issue Notice of Award and Notice to Proceed. Print and distribute.
- 2.2 Conform sets of drawings to incorporate addenda. Print and distribute drawing and specification documents to Contractor and Resident (RPR). The number of documents will be at the request of the contractor. Assume 4 full size drawing sets and 4 specifications.
- 2.3 Prepare for and direct a pre-construction conference. Construction Manager to attend. Preparation materials to include agenda, sign-in sheet and visual graphics for phasing.
- 2.4 Establish and maintain a tracking system for all Project construction records (Request for Information (RFI), Change Order (CO), Project Changes (PCN), Cost Proposals, etc.)
- 2.5 Review the Contractor's Project Schedule, Submittal Schedule, Available Equipment, and list of proposed subcontractors.
- 2.6 Shop Drawing & Submittal Review. This scope assumes no more than 4 shop drawings and materials lists reviews and considers contractor resubmittal as another separate submittal.
- 2.7 Prepare for and attend weekly job meetings (2 assumed), make observations of work in progress, and provide appropriate reports to the SPONSOR (does not include resident engineering).
- 2.8 Attend one unscheduled site visit as requested by the Contractor, RPR or SPONSOR. Attendance by Construction Manager (assume 1 visit).
- 2.9 Requests for Information (RFIs) will be responded to through the preparation of written directives and sketches on behalf of the SPONSOR to the Contractor. This scope assumes no more than 2 design inquiries will be submitted by the contractor and considers contractor resubmittal as another separate submittal.
- 2.10 Negotiate and prepare change orders. Assumed a maximum of 1 change order. Effort to include review of Contractor cost proposals. Assume a total of 1 cost proposal.
- 2.11 Review and approve periodic estimates submitted by the RPR for partial and final payments to the Contractor. Assume 2 pay requests.
- 2.12 Provide and Submit FAA Monthly Progress Reports (Assume 2 Reports).
- 2.13 Review weekly Contractor and Subcontractor payrolls for compliance with Davis Bacon wage rates.
- 2.14 Provide consultation and advice to the RPR (assume 8 hours per week for Construction Manager).
- 2.15 Consult with and advise the SPONSOR during construction (assume 3 hours per week for Construction Manager).
- 2.16 Attend the final construction inspection and prepare a report on any deficiencies, corrective actions required, etc. as determined at said review.
- 2.17 Coordinate with Contractor to verify schedule to complete punch list items.
- 2.18 Review the Contractor's record drawings and close-out documentation.

ARTICLE III - RESIDENT ENGINEERING

Hoyle, Tanner will provide full-time inspection services for 56 calendar days (8 weeks) of the PROJECT. This scope includes 10 hours per day for a 5-day work week for the duration of the construction. The inspector shall be fully qualified for the work and shall be approved by the SPONSOR and the FAA. The CONSULTANT's work under this paragraph will include:

The CONSULTANT's Resident Engineer shall perform the following tasks:

- 3.1 Undertake a pre-field review of the plans and specifications to become familiar with the PROJECT documents and PROJECT work site.
- 3.2 Attend pre-construction conference.
- 3.3 Review and approve requests for monthly and final payments to CONTRACTORS.
- 3.4 Prepare daily reports covering the work in progress, delays to construction, unusual events, visitors to the work site, and record daily contract quantities.
- 3.5 Coordinate the construction activity with the SPONSOR.
- 3.6 Provide "as built" information for preparation of "as built" drawings of the completed PROJECT.
- 3.7 Arrange for, conduct, or witness field, laboratory, or shop tests for construction materials as required by the plans and specifications.
- 3.8 Determine the suitability of materials to be used in construction based on shop drawings submitted and test results.
- 3.9 Interpret the contract plans and specifications and monitor the construction activities to assure compliance with the intent of the design.
- 3.10 Measure, compute, or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractors; and maintain diaries and other project records to document the work.
- 3.11 The total of 3.1 through 3.10. Full time Resident Engineer for eight weeks at 50 hours per week.
- 3.12 Attend final inspection.
- 3.13 Undertake post-field work as necessary to close out the PROJECT.

ARTICLE IV – PROJECT CLOSEOUT

Upon completion of the project, the Consultant shall prepare and submit the final reimbursement report to the SPONSOR, and the final project report for distribution to the FAA and MaineDOT. The Consultant's services under this paragraph shall include:

- 4.1 Prepare As-Builts.
- 4.2 Prepare, Print, & Distribute FAA final project reports to the Airport, MaineDOT and the FAA including electronic and hard copy deliverables of the project graphics (plans), design report, geotechnical report and other data/reports as needed.
- 4.3 Provide assistance with other project closeout requirements, as necessary.
- 4.4 Update existing Airport Layout Plan (ALP) to reflect new clearing limits.
- 4.5 Provide financial summary of invoicing, DBE reporting.

III. SCHEDULE

The Consultant shall complete the services outlined in Articles I through IV as follows:

- | | |
|----------------------------|-----------------|
| → Receive FAA AIP Grant | August 2021 |
| → Receive Contract | September 2021 |
| → Pre-Construction Meeting | *September 2021 |
| → Begin Construction | *September 2021 |
| → End Construction | *November 2021 |
| → As-Builts and Closeout | *March 2022 |

*Note: Depending on when the grant is awarded and contracts executed, the construction of the taxilanes could happen in the Spring of 2022.

APPENDIX D

ESTIMATE OF PLANNING/DESIGN/CONSTRUCTION ADMIN RESIDENT ENGINEERING COST

for
Construct Taxilanes

at
Sugarloaf Regional Airport
for
Town of Carrabassett Valley
Carrabassett Valley, Maine
1-Mar-2021

HOYLE, TANNER PROJECT NO. 390209.02

Article I – Project Administration	Hoyle Tanner Phase 01	\$17,800	ACTUAL COST PLUS FIXED FEE
Article II – Construction Administration	Hoyle Tanner Phase 71	\$34,500	ACTUAL COST PLUS FIXED FEE
Article III – Resident Engineering	Hoyle Tanner Phase 72	\$65,100	ACTUAL COST PLUS FIXED FEE
Article IV – Closeout	Hoyle Tanner Phase 80	\$12,000	LUMP SUM
Expenses and Subconsultants	Hoyle Tanner Phase 99	\$20,520	ACTUAL COST

TOTAL ESTIMATED PROJECT COST:

\$149,920

Join our team! WMTS wants you to join our Sugarloaf Explorer and Express team!

Western Mountain Transportation System (WMTS) is looking for safe, friendly drivers to help passengers move around Sugarloaf Ski area and Carrabassett Valley. Come join us! We are all about our employees and passengers and proudly connect passengers to a better quality of life.

WMTS offers –

- Training assistance we can help you get a CDL with a “P” endorsement
- Competitive Wages & Benefits Earn up to \$24,000 in less than six months
- Sign-on Bonuses \$500.00 after 60 days and \$500.00 at the end of the season
- Referral Bonuses – if you refer other potential employees the referral bonus is the same as your sign-on bonus.
- Team Environment
- Possible continued employment at the end of the season in other WMTS operations
- Respectful Treatment
- Additional perks available thanks to Sugarloaf Ski Mtn.

We are also looking for employees to support our drivers in other positions.

If interested, please call Tracy at WMTS at 207-333-6972 ext. 217