

# **Carrabassett Valley Selectmen's Meeting**

## **4:30 p.m. Monday September 12th, 2016 at the Town Office**

### **Agenda:**

Review and sign 2016 Payroll Warrant(s):

Review and sign 2016 Town Expenditure Warrant(s):

1. **MINUTES** of the previous Selectmen's meeting (August 15th, 2016): attached
2. **SIGN UPDATED FRANKLIN COUNTY HAZARD MITIGATION PLAN:** Please see attached Resolution. These plans are updated every five years. All County Towns need to approve the plan to be eligible for approved hazard mitigation funding. Carrabassett Valley Fire Chief and EMA Director will be present to explain this plan. We have a CD copy of the plan if you wish to review it (please let us know).
3. **MORGAN SPENCER, ADMINISTRATIVE ASSISTANT FROM THE GREATER FRANKLIN (COUNTY) DEVELOPMENT CORPORATION WOULD LIKE TO MEET WITH THE SELECTMEN BRIEFLY TO DISCUSS THIS ORGANIZATION'S "AVAILABLE BUILDINGS AND SITE LOCATIONS LISTING INITIATIVE":** Please see attached related email.
4. **SIGN ESTOPPELL AGREEMENT FROM CNL:** CNL, owner of Sugarloaf Mt. Corp. assets, has been trying to sell their Real Estate Investment Trust (that includes Sugarloaf). The Town has been asked to sign a Lessor Estoppel Agreement. The purpose of this Agreement is to spell out, with Town acknowledgement, the lease assets they own with the Town of Carrabassett Valley and the current status of any related lease payments or liabilities. All of these lease assets pertain to the Golf Course Lease. The Board of Selectmen has signed similar Estoppel Agreements in the past however; they have pertained to CNL refinancing.

We have reviewed this agreement with Town Attorney Don Fowler and we requested a few revisions which the CNL attorney made and they are reflected in the attached Agreement. It is our understanding that CNL wishes to expedite this as soon as possible.

5. **DISCUSSION REGARDING IMPROVEMENTS TO THE NARROW GAUGE PATHWAY: PLACEMENT OF ADDITIONAL "GUARDIAN ROCKS" TO BE PLACED ADJACENT TO SOME OF THE "DROP-OFF" AREAS:** We are recommending that we undertake a safety project to place additional "guardian" rocks" (approximately 2' rock and 5' apart) adjacent to steep drop-off areas on the river side of the Narrow Gauge Pathway. Much of the trail contains these rocks. However, there still remain steep drop-off areas that do have

We estimate that there is approximately 700' of more important areas (Grade "A") to cover and approximately 300' of needed but less important areas (Grade "B"). These areas are flagged on the trail (A or B). Of the most needed areas (of the 700' or A areas) we estimate that approximately 260' represents the most critical areas (which is the last flagged area going north).

In terms of the number of 2' rock (approximate size) needed, with 5' spacing we would need approximately 100 2' rock for "Grade A" areas and 43 for "Grade B" areas. We do not expect to complete this project in one season but we would like to allocate approximately \$5,000 from the Narrow Gauge Pathway account this fall for a project. We believe we can conservatively install 60 rocks for \$4,000 (we have quote of \$3,450) and if we can acquire the rock at an even better price we could install more rock with a \$5,000 budget. We are currently exploring sources of rock and will have more information at the meeting. We will also have pictures of the project area (however, if you get a chance ride your bike going north from the Recreational Bridge and observe the flagging (the worst areas are at the north end of the flagging which is just beyond the s-turns going north).

- 6. RESULTS AND APPROVAL OF TOWN ROAD AND FACILITIES PLOWING BIDS:** Bids are due no later than 10:00 a.m. the day of this Selectmen's Meeting. We have attached a copy of the bid specifications for each of the six plowing locations which are separate bids (for each location). We will provide a bid summary at the Meeting (if possible, we will attempt to email the summary to the Selectmen prior to the meeting).
- 7. POSSIBLE APPOINTMENTS TO THE MOUNTAIN BIKE TRAIL COMMITTEE:** We have received requests from Sam Punderson and Libby Collet (Interim Exec. Director of MH&T).
- 8. OUTDOOR CENTER LEASE:** Two of the Selectmen (Bob and Lloyd) and the Town Manager have been involved in this lease negotiation. We may or may not have a final proposed draft for the Board's review at the meeting.
- 9. INFORMATIONAL:**
  - Recreation Director will present a "Donor's Plaque" for the New Pool at the meeting.

**TOWN OF CARRABASSETT VALLEY  
MINUTES OF SELECTMEN'S MEETING  
August 15, 2016**

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

**Others Present:**                      **Dave Cota**                      **Dee Menear**  
   **Deb Bowker**                      **John Ober**

---

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

Payrolls warrant # 30 and #32 for \$39,876.59 and \$39,444.14 respectively were reviewed and signed by Selectmen.

Expense warrant #31 and #33 for \$149,825.52 and \$44,451.64 respectively were reviewed and signed by Selectmen.

The minutes of the July 11, 2016 Selectmen's Meeting were reviewed. A motion was made by Lloyd Cuttler to accept the minutes as written. Jay Reynolds seconded the motion. Motion approved.

Dave Cota updated the Selectmen on the status of the AGC Lighting Project. The AGC Committee met last Friday and reviewed the proposal from IEC Electric. To date, they have spent \$164,169 (out of \$200,000 borrowed). They will reserve \$4,820 for a water filtration system. IEC's proposal will be about \$37,417, but with the Efficiency Maine rebate, the project will net around \$31,092. They are hoping to have the work done, at least in the gym area, before school starts (just after Labor Day). It is difficult to determine what the electricity savings should be with the LED lighting, but Efficiency Maine has approved the project after review. Lloyd Cuttler asked what will happen with the old fixtures. Dave Cota will check to see if the old fixtures can be sold or given away. John Beaupre acknowledged that the Town is getting more bang for the buck, since the roofing project was completed for \$20,000 less than originally budgeted. John Beaupre made a motion to accept IEC's proposal. Jay Reynolds seconded the motion. Motion approved.

With regard to Plowing Contracts, Dave Cota informed the Selectmen that he will be putting the work out to bid, but he wanted input as to whether to put it out for two or three years. Bob Luce said that a bank would want to see a three-year bid, should a contractor be looking to finance equipment. Following discussion, it was decided to write the bid package to seek two or three-year or both contract options.

Dave Cota reported that there are some significant cracks and many minor cracks in the Airport's pavement. In reviewing capital needs with the MDOT and FAA, he and Lloyd Cuttler learned that there is grant money available for a 2017 crack-sealing project (FAA 90% and MDOT 5%). However, to be eligible, the Town must also complete an obstruction removal project, which can be wrapped into one grant application and submitted next spring. The obstructions are safety

compliance issues (trees that need to be removed at the ends of the runway, mostly on the south end). The community buffer will not be impacted by the tree removal work. Bob Luce asked the status of the Airport reserve account; Dave believes there will be enough funding to get going on this project next year. It was discussed that the engineering costs on these projects are seemingly high, which has been a frustration to the Selectmen.

Dave Cota discussed the possibility of utilizing a portion of the Airport property for camping and parking for the Sugarloaf Mountain Bike Festival (9/23-25). Sugarloaf representatives have made the request to allow camping and parking on the northerly end of the airport, but within the FAA safety requirements. Sugarloaf would potentially shuttle people back and forth to the Outdoor Center, and they believe this event will bring a large crowd. John Beaupre mentioned that he is hearing more and more that the Town needs a campground. Lloyd Cuttler said that Karl Strand is aware of that, but it is not within Sugarloaf's business plan to run a campground. Once the CNL transfer happens, it is possible that some land may be leased for a campground operation, however. Lloyd requested that there be very clear signage to make sure no one is using land inside the Airport operational land. John Beaupre suggested that neighbors be made aware of this camping/parking request to use this airport land. Jay Reynolds made a motion to approve the camping and parking for the festival. John Beaupre seconded the motion. Motion approved.

The deed to transfer ownership of 0.18 acres of the public lot to Tim Richards was presented to the Selectmen and signed.

Dave Cota said that the Adaptive Outdoor Education Center (AOEC) has requested that the Town consider installing a new dock on the Outdoor Center Pond, which would meet ADA compliance requirements. Jay Reynolds asked if the money could come from the Tree Harvesting fund, since it would be a rather large cost to make it ADA compliant. Bob Luce said that the Selectmen will explore the possibility, since it might be something that the public would also enjoy. The dock would be placed where the older existing dock is now located. The Board agreed to tell AOEC that they are conceptually in favor of funding this project and Dave will seek cost estimates. This project, if finally approved, would be constructed in 2017.

Dave Cota presented the Selectmen with a Lessor Estoppel Agreement, which needs to be signed soon. CNL, owner of the Real Estate Investment Trust (REIT) that owns Sugarloaf needs to have the Town sign off on this as they seek investors to purchase the REIT. The Agreement is an acknowledgement of the current golf course lease and related lease payments and liabilities. This agreement is different from past agreements, since it is not a refinancing instrument but is being used as part of a potential sale of the REIT (including Sugarloaf's assets) as part of their due diligence. Dave reviewed the information contained in the Agreement, and he feels that it ought to be reviewed by Town Attorney Don Fowler. The Selectmen agreed that it ought to be reviewed and turned around as quickly as possible. It only needs to be signed by the Chairman of the Selectmen. In the spirit of keeping this moving quickly, Dave Cota will meet directly with Attorney Fowler to provide verification of leases. John Beaupre made a motion to approve Bob Luce to sign the Agreement, per Attorney Fowler's concurrence. Lloyd Cuttler seconded the motion. Motion approved.

Informational:

The Airport Fuel Farm contracts have been signed, with a work completion date of December 11th. It is anticipated that the work will commence in September.

Dave Cota updated the Selectmen on trail development work. ATV Club has completed a lot of trail work, Nordic Ski Trail 22 work at the Outdoor Center should be completed soon; Newton's Revenge Mt. bike trail work will be completed soon (it will soon be called "Gorman's Way"). The Mountain Bike Club would like to transfer \$15,000 from the so-called Campbell Field Mt. Bike Account to a new Mt. Bike Planning Account (this is Town and Club money), and this new account would be used for trail planning such as for site planning for the new proposed Sugarloaf Mountain Connector Trail. If this new account is not fully expended, remaining funds will go back into the Campbell Field account for trail work. The purpose of this account transfer is to separately track mountain bike trail planning costs. Dave said there will be another account set up for the construction of the Sugarloaf Connector trail, since that cost will be shared with Sugarloaf. John Beaupre asked if there exists estimate of the number of mountain bikers from one year to the next. Dave Cota said that Bob Ash does keep track of the number of people in his shop, which is up dramatically but there is no real means of counting the riders (on fees are charged). Deb Bowker said that map distribution is also an indicator of trends of numbers.

The Mountain Bike Trail Committee has reported that Peter Smith is stepping down from this Committee and has requested that Dave Hughes be appointed to this Committee. The Selectmen approved this appointment.

Dave Cota said that Tom Butler will be heading up a Mountain Bike Trail Signage Sub-Committee, which has the difficult task in researching other mountain bike areas and possibly providing ideas on a new signage system for the "Carrabassett Valley Bike Trail System".

Meeting adjourned.

Respectfully submitted,

Lynn Schnorr

**Dave Cota**

---

**From:** "Morgan Spencer" <mspencer@greaterfranklin.com>  
**Date:** Wednesday, September 07, 2016 4:39 PM  
**To:** <towncvtm@roadrunner.com>  
**Attach:** Commercial Building Info Template.pdf; Commercial Site Info Template.pdf  
**Subject:** Buildings and Sites Information

Good afternoon Dave,

Alison mentioned to me that she had spoken to you this afternoon and wanted more information on the buildings and sites update for our website that we're undergoing. Our current website at [www.greaterfranklin.com](http://www.greaterfranklin.com) does have a current Buildings and Sites listing, but it is exceptionally out of date and we're in the process of updating it temporarily while our new website is under development. Our new website will have this more accessible, updated, and will have map searching features.

Our goal with this is to develop a positive economic reputation of the area and attract younger investors. Each listing will include images, tax maps, and will be frequently updated.

All we need from property owners are the forms we've created (I've attached them for you – one is for building listings and one is for site listings) and some images of the property. Our hopes is that Selectboards can help us spread the word about the project!

For your reference, here's a link to one of the newer listings we just put up:  
<http://www.greaterfranklin.com/docs/CJs-Appliance-Listing-2016.pdf>

Alison mentioned Monday the 12<sup>th</sup> for me to do a quick presentation of the project – no more than 10 minutes. Does that work?

Thank you!

## Morgan

**Morgan Spencer**, Executive Assistant  
Greater Franklin Development Council  
Po Box 107  
165 Front Street  
Farmington, ME  
Tel: 207.778.5887 Fax: 207.778.3442  
Email: [mspencer@greaterfranklin.com](mailto:mspencer@greaterfranklin.com)  
[www.GreaterFranklin.com](http://www.GreaterFranklin.com)

Like us on **facebook** 



**Franklin County Emergency Management Agency**  
**140 Main Street, Suite 1**  
**Farmington, Maine 04938**  
**Tel# 207-778-5892 Fax# 207-778-5894**  
**thardy@franklincountymaine.gov**  
**asimoneau@franklincountymaine.gov**  
**Website: www.franklincountyema.org**

August 18, 2016

To Whom It May Concern,

We are pleased to announce that the Franklin County Hazard Mitigation Plan has been approved and ready for adoption. Enclosed you will find a copy of the plan for your town's records. Thank you for your participation in the plan updating process.

What does this mean for your town? This is an ongoing process that occurs before, during and after disasters and serves to break the cycle of damage and repair in hazardous areas. It is very important that you keep documentation of these damages and repairs. If you have areas that are listed within the plan, they may become eligible for funding to assist in mitigating the hazardous area. This can only happen if there is sufficient documentation to support the "Benefit Cost Analysis."

If you have a project that was **not** placed in the plan during the 2016 update, please send that information to Emergency Management Agency Office at any time to:

[thardy@franklincountymaine.gov](mailto:thardy@franklincountymaine.gov)  
[asimoneau@franklincountymaine.gov](mailto:asimoneau@franklincountymaine.gov)

Enclosed is the adoption document with a self-addressed stamped envelope. Once you have **ALL Select Persons** or **Board of Assessors** sign the document, please send it back to the Franklin County Emergency Management Agency.

Thank you for your continued efforts in keep this plan current. Please contact our office at any time with questions on concerns.

Thank you,

*Amanda Simoneau*

Amanda Simoneau  
Deputy Director, Franklin County Emergency Management Agency  
140 Main Street, Suite 1  
Farmington, ME 04938

**Franklin County Hazard Mitigation Plan**

**RESOLUTION**

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property and lives in Franklin County;

And whereas the creation of a multi-jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, the Towns and Plantations in Franklin County as well as Franklin County (on behalf of its portion of the Unorganized Territory) are committed to the mitigation goals and measures as presented in this plan;

Therefore the Boards of Selectmen of the incorporated Towns and Boards of Assessors for the Plantations hereby ADOPT the Franklin County Hazard Mitigation Plan 2016 Update; and

Therefore, Franklin County, acting on behalf of the County and its portion of the Unorganized Territory, hereby adopts the Franklin County Hazard Mitigation Plan 2016 Update.

**AUTHORIZING SIGNATURES**

**TOWN OF CARRABASSETT VALLEY**

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_/\_\_/2016

## LESSOR ESTOPPEL

This **LESSOR ESTOPPEL** (this “**Estoppel**”) is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by **THE INHABITANTS OF THE TOWN OF CARRABASSETT VALLEY**, a Maine corporate body (the “**Lessor**”) for the benefit of **CLP SUGARLOAF, LLC**, a Delaware limited liability company (f/k/a CNL Income Sugarloaf, LLC) (hereinafter referred to as “**CNL**”).

**WHEREAS**, Lessor and CNL are parties to that certain Amended and Restated Lease dated November 16, 2000, between Lessor and SUGARLOAF MOUNTAIN CORPORATION, a Maine corporation (hereinafter referred to as “**SMC**”), as amended by that certain First Amendment dated July 26, 2004, as further amended by that certain Second Amendment dated October 25, 2004, as affected by that certain Assignment of Lease dated as of December 21, 2007 by and between SCM and CNL and pursuant to which SMC assigned all of its right, title and interest under the lease to CNL, and as further amended by that certain Third Amendment dated May 24, 2012 (said Amended and Restated Lease, as so amended and assigned, being hereinafter referred to as the “**Ground Lease**”) with respect to certain real and personal property located in the Town of Carrabassett Valley, Franklin County, State of Maine, as more particularly described therein (the “**Premises**”);

**WHEREAS**, a third party not affiliated with CNL (“**Purchaser**”) and CNL desire that Purchaser will acquire 100% of the direct and/or indirect equity interest in CNL, and as a result thereof will indirectly acquire all of CNL’s right, title and interest in and to the Ground Lease, which transaction shall constitute a change in control of CNL (the foregoing being referred to as the “**Acquisition**”);

**WHEREAS**, in connection with the Acquisition, it is proposed that an affiliate of CNL and/or EPR Properties or an affiliate thereof (collectively, “**Lender**”) shall extend a mortgage loan to the Purchaser, which mortgage loan shall be secured by all of CNL’s right title and interest in and to the Ground Lease and CNL’s leasehold estate under the Ground Lease (the “**Financing Transaction**”, and collectively with the Acquisition, the “**Transactions**”) and in connection with such Financing Transaction, CNL shall execute and deliver in favor of Lender, and its successors and assigns, among other things, a leasehold mortgage, deed of trust, deed to secure debt, or similar agreement (together with all amendments and modifications thereto, the “**Leasehold Mortgage**”), which Leasehold Mortgage shall be recorded in the public records of the county in which the Premises are located;

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

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

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

2.   Amounts Due and Payable. The Lessor hereby certifies that, as of the date of this Estoppel, there are no rents, fees, charges, assessments, reimbursements, reserve fund payments or other financial obligations (collectively the “**Payments**”) against the Premises or CNL or due from CNL to the Lessor with respect to the Premises, which have become due and payable under the Ground Lease and remain unpaid or have not been waived in their entirety by Lessor. The Lessor hereby further certifies that, as of the date hereof, (i) total annual Base Rent payable under the Ground Lease for the current calendar year, which is due and payable on or before December 15, 2016, in the amount of \$109,505.55 (being an amount equal to (a) \$61,977.49 plus (b) \$47,528.06, which is an amount equal to 50% of the annual debt service payments (\$95,056.11, which includes principal and interest) for municipal financing for the installation of the Irrigation System (as defined in the Ground Lease), (ii) prior to the date hereof, CNL has paid in full CNL’s annual contribution for prior calendar years and the current calendar year payment of \$5,000 to the Capital Reserve Account is due and payable on or before December 15, 2016, (iii) there are no pending and/or unpaid Extraordinary Maintenance amounts as of the date hereof, (iv) CNL has paid in full as of the date hereof all costs and expenses associated with the operation, maintenance and repair of the Premises (including the New Clubhouse, as defined in the Ground Lease) due and payable by CNL under the Ground Lease for prior calendar years, and the amount of such payment for the current calendar year is \$22,595.30 (which represents 37.5% of all principal and interest in connection with any New Clubhouse financings) and is due and payable on or before December 15, 2016, and (v) CNL has paid in full total annual rent for the Easement (as defined in the Ground Lease) payable under the Ground Lease for the current calendar year in the amount of \$1.00.

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

4.   Leasehold Financing. Lessor acknowledges that Lessor (or Lessor’s predecessor-in-interest) has previously consented to the recordation of that certain Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents made by CNL for the benefit of Fifth Third Bank dated on or about October 14, 2010 and recorded on November 2, 2010 in Book 3294 Page 1 (as may have been

amended or modified, the “**Existing Mortgage**”). Effective upon the satisfaction, release or other discharge of the Existing Mortgage:

(a) Lessor consents to the Financing Transaction and the recordation of the Leasehold Mortgage in the public records of the county in which the Premises are located.

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

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

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

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

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

9. Reliance. The Lessor acknowledges and agrees that this Estoppel shall be binding upon Lessor and shall inure to the benefit of and will be relied upon by CNL, Purchaser and Lender and their respective successors and assigns, in consummating the Transactions. If CNL, Purchaser, Lender, or their respective successors and assigns, so

requires, whether currently or at a future date, Lessor hereby agrees to execute and deliver, for their benefit, an updated Estoppel in the same form as this Estoppel.

[Intentionally Blank. Signature Page Follows.]

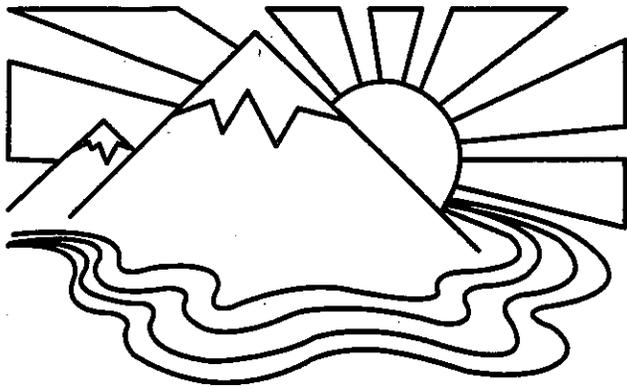
**EXECUTED** as of the date first set forth above.

**LESSOR:**

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

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

EXHIBIT A  
GROUND LEASE



Town of  
Carrabassett Valley  
1001 Carriage Road  
Carrabassett Valley, ME 04947  
207-235-2646  
207-235-2645

---

**To: INTERESTED SNOWPLOW CONTRACTORS**

From: Dave Cota, Town Manager, Carrabassett Valley

**Re: Bids for Town of Carrabassett Valley Snow Plowing and Sanding**

Bid Due Date: 10:00 a.m. September 12<sup>th</sup>, 2016

The Town of Carrabassett Valley is seeking bids for either and/or both two or three year bids for snowplowing and sanding at the following locations:

- 1) Town of Carrabassett Valley Roads and Parking Lots
- 2) Airport
- 3) Anti-Gravity Complex and Library Parking Lots/Walkways
- 4) The Information Center
- 5) The so-called "Black Fly Parking Lot" for snowmobile trailer parking.
- 6) Transfer Station

**Bids are for either and/or both two or three year periods. Contractors can bid either or both two or three year bids and can bid any one or all of these contracts. Bid specifications and Bid Forms are enclosed (they can also be obtained at the Carrabassett Valley Town Office or on the Town's website at [www.carrabassettvalley.org](http://www.carrabassettvalley.org)). All bids must be received no later than 10:00 a.m. September 12<sup>th</sup>, 2016.** (Please mark bid as "Plowing Bid"—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

Questions may be directed to the Town Manager at the Town Office at 235-2645. The Board of Selectmen reserves the right to accept or reject any or all bids, to waive any irregularities and to accept the bids deemed to be in the best interest of the Town. The Board will award the bids based on price, references, experience and equipment available to complete the work. Bidders must fill out and submit the attached Bid Sheets.

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE TOWN ROADS AND PARKING LOTS**

The Bid must include the cost for plowing and sanding the following Town Roads and Parking Lots:

**Carriage Road**—approximately 2000' of roadway from Rt. 27 to the end of the pavement.

**Campbell Field Road**---approximately 1500' of roadway (from Rt. 27 thru back to Rt. 27---Main loop only).

**“Campbell Field Parking Lot”** Located off the Campbell Field Road (full width and length).

**“Oh My Gosh Corner Parking Lot”** (full length and width)

**Municipal Building Road and Parking Lot:** Including Fire and Ambulance Stations (full width and length of parking lots).

## **SPECIFICATIONS:**

All roads and parking lots must be plowed and sanded to provide “reasonable passage for the prudent driver” and emergency vehicle travel at all times. Snow banks on these roads and parking lots must be pushed back to provide adequate visibility for motorists and sufficient storage of snow for additional storms. The Contractor will work with the Town and the Snowmobile Club to provide a snowmobile travel lane on the side of the Carriage Road.

The Municipal Parking Lot must be plowed and sanded prior to 8:00 a.m. on weekdays and 9:00 on weekends. However, this parking lot must be sufficiently plowed and sanded to allow fire trucks and ambulances to operate at all times.

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup>) to complete all work as herein stated (the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.).

Upon award of the contract, the contractor must show proof of insurance (Contractor's Liability and Vehicle Insurance listing the Town as an additional insured and Workman's Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Town Roads and Parking Lots):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_

\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_.

State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_.

Total bid price for both (two) years: \$ \_\_\_\_\_.

State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_.

Total bid price for three years: \$ \_\_\_\_\_.

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabassett Valley Town Office until 10:00 a.m. September 12th, 2016.** (Please mark bid as "Plowing Bid"—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE AIRPORT**

## **SPECIFICATIONS:**

The Contractor will be responsible for plowing the entrance road from RT. 27, the 2800 x 75ft runway including the approach on each end, the parking apron as well as removal of snow in front of all hangars.

Snow banks cannot exceed 24" in height within 30' of the pavement's edge on the runway and taxiways. Snow banks in the aircraft parking area must be maintained to provide maximum parking at all times. Snow must be removed from the new (to be constructed) Fuel Farm area to provide access for fueling.

It is expected that the runway will be available for use within three hours of completion of any storm during daylight hours.

The bid price must include the cost of pushing snow banks back when necessary to provide visibility and storage for additional snowstorms.

The airport, the parking apron and the hangar area generally will not require sanding. However, in the event of very icy conditions, the parking apron and hangar area may require sanding. It is expected that the entrance road will be sanded when icy conditions prevail.

Snow banks left by State of Maine trucks plowing Rt. 27 must also be plowed on a regular basis.

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup> of each year) to complete all work as herein stated (the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.)

Upon award of the contract, the contractor must show proof of insurance (Contractor's Liability and Vehicle Insurance listing the Town as an additional insured and Workman's Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Airport):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_  
State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_  
Total bid price for both years: \$ \_\_\_\_\_  
State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_  
Total bid price for three years: \$ \_\_\_\_\_

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabassett Valley Town Office until 10:00 a.m. September 12th, 2016.** (Please mark bid as "Plowing Bid"—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE ANTI-GRAVITY COMPLEX (AGC) AND THE LIBRARY**

## **SPECIFICATIONS:**

To provide access to the AGC and Library, it may be necessary for the contractor to plow "Anti-Gravity Way" from Rt. 27 to the AGC parking lot. The bid must include the cost of plowing and sanding this access road when needed.

The Center is generally open from 6:00 a.m. to 9:00 p.m. It is expected that the lot will be plowed to the extent that the lot will be accessible by two wheel drive vehicles at all times during those hours. This lot is also a School Bus Stop. To accomplish this it is expected that the lot may have to be plowed a couple or several times during large storms. At the conclusion of a storm the entire lot must be plowed free of snow. Partial plowing of the lot will be acceptable during storms to keep the lot accessible for sufficient parking and school bus pick up and drop off. This must be coordinated with the Staff at the AGC and Library. The entire lot must be plowed immediately following the storm and during storms when anticipated events and activities at the center require use of the entire parking lot.

After each storm, the area approximately 20' out from the AGC building on both the east and west sides (the long sides of the building) must be plowed to alleviate snow and ice falling from the roof from falling against the building. Also, the area approximately 20' on the North side of the Library must be plowed out. In addition, the drive/walkway at the AGC must be plowed. The walkway to the Library must be "back dragged" to prevent snow bank accumulation and easy passage to the Library.

Snow banks must be pushed back to provide adequate visibility for motorists and sufficient storage of snow for additional storms.

The lot must be sanded on an as needed basis, particularly the area in front of the main accesses to provide safe passage of vehicles and people walking.

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup> of each year) to complete all work as herein stated (the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.).

Upon award of the contract, the contractor must show proof of insurance (Contractor's Liability and Vehicle Insurance listing the Town and CVA as additional insured and Workman's Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Anti-Gravity Complex and Library):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_

\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_.

State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_.

Total bid price for both (two) years: \$ \_\_\_\_\_.

State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_.

Total bid price for three years: \$ \_\_\_\_\_.

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabasset Valley Town Office until 10:00 a.m. September 12th, 2016.** (Please mark bid as "Plowing Bid"—either drop off or send to: Town Office, 1001 Carriage Road, Carrabasset Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE INFORMATION CENTER PARKING LOT**

## **SPECIFICATIONS:**

The Town of Carrabassett Valley Information Center must be plowed and sanded to provide access by two wheel drive vehicles. It is expected that the lot and two entrances will be plowed prior to 10:00 a.m.

Snow banks left by State of Maine trucks plowing Rt. 27 must also be plowed on a regular basis.

(During unusually big storms, this lot may be plowed later in the day by coordinating this with the Town Manager or representative of the Information Center).

Snow banks must be pushed back to provide adequate visibility for motorists and sufficient storage of snow for additional storms.

If the lot contains a portable "outhouse" snow must also be removed from that area to provide easy access.

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup>) to complete all work as herein stated (the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.)).

Upon award of the contract, the contractor must show proof of insurance (Contractor's Liability and Vehicle Insurance listing the Town as an additional insured and Workman's Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Information Center):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_.  
State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_.  
Total bid price for both (two) years: \$ \_\_\_\_\_.  
State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_.  
Total bid price for three years: \$ \_\_\_\_\_.

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabassett Valley Town Office until 10:00 a.m. September 120th, 2016.** (Please mark bid as “Plowing Bid”—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE BLACKFLY (a.k.a. Airport Trailhead) PARKING LOT**

## **SPECIFICATIONS:**

The Contractor will be responsible for plowing the entrance road off Rt. 27 into the Black Fly Parking (a.k.a. Airport Trailhead) Lot. Plowing will consist of plowing the entire parking area and driveway and must be plowed back to allow for additional storage of snow. Contractors must use good judgment when field conditions are “soft” to avoid damage to the field. It is especially important to have this area plowed prior to weekends and must be plowed after each storm.

The bid price must include the cost of pushing snow banks back when necessary to provide visibility and storage for additional snowstorms.

This area generally will not require sanding. However, in the event of very icy conditions, the driveway and parking area may require a minimum amount of sanding. .

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup> of each year) to complete all work as herein stated--the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.)

Upon award of the contract, the contractor must show proof of insurance (Contractor’s Liability and Vehicle Insurance Listing the Town as an additional insured and Workman’s Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Black Fly Parking Lot):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_.

State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_.

Total bid price for both (two) years: \$ \_\_\_\_\_.

State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_.

Total bid price for three years: \$ \_\_\_\_\_.

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabassett Valley Town Office until 10:00 a.m. September 12th, 2016.** (Please mark bid as “Plowing Bid”—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_

# **BID FORM AND SPECIFICATIONS FOR PLOWING AND SANDING THE CARRABASSETT VALLEY TRANSFER STATION**

## **SPECIFICATIONS:**

To provide access to the Transfer Station it will be necessary for the contractor to plow the Transfer Station Road and all operating area around the transfer station (including burn piles and metal and tire disposal areas. to provide customer access by 7:45 a.m. on all days that the transfer station is open for business (every day except Tuesdays and Wednesdays).

The Center is generally open from 7:45 a.m. to 3:45 p.m. It is expected that the road and lot will be plowed and sanded to the extent that the road and lot will be accessible by two wheel drive vehicles at all times during those hours. To accomplish this it is expected that the lot may have to be plowed several times during large storms. At the conclusion of a storm the entire lot must be plowed free of snow. Partial plowing of the lot will be acceptable during storms to keep the transfer station accessible. However, partial lot plowing must be coordinated with the staff at the transfer station. The entire lot must be plowed and sanded immediately following a storm.

Snow banks must be pushed back to provide adequate visibility for motorists and sufficient storage of snow for additional storms.

The road and lot must be sanded on an as needed basis to provide safe passage of vehicles and people walking.

The contractor must have adequate equipment to complete this work and the bid price must reflect a lump sum price to complete all work as herein stated (the bid price must be all-inclusive (plowing, sanding and snow bank removal, etc.).

Upon award of the contract, the contractor must show proof of insurance (Contractor's Liability and Vehicle Insurance listing the Town as additional insured and Workman's Compensation if employees are involved) satisfactorily to the town.

**BID FORM (Transfer Station):** Please fill out the following and submit as your bid:

Contractor Name, Address and Phone #: \_\_\_\_\_

\_\_\_\_\_

**BID PRICE:**

State a total bid price for 2016-17 Winter season: \$ \_\_\_\_\_.

State a total bid price for 2017-18 Winter season: \$ \_\_\_\_\_.

Total bid price for both (two) years: \$ \_\_\_\_\_.

State a total bid price for 2018-19 Winter season: \$ \_\_\_\_\_.

Total bid price for three years: \$ \_\_\_\_\_.

**LIST EQUIPMENT:** to be used including Back-up Equipment:

**LIST REFERENCES:**

**Bids will be received at the Carrabassett Valley Town Office until 10:00 a.m. September 12th, 2016.** (Please mark bid as "Plowing Bid"—either drop off or send to: Town Office, 1001 Carriage Road, Carrabassett Valley, Maine 04947).

I hereby acknowledge that I have read and understand the specifications regarding this bid and, if awarded the contract, I will complete the contract as outlined:

Signature: \_\_\_\_\_

Please Print: \_\_\_\_\_

Date: \_\_\_\_\_