

Carrabassett Valley Selectmen's Meeting
5:00 p.m. Monday October 11th, 2021 at the Sugarloaf
Outdoor Center

Agenda:

Review and sign Town Payroll Warrants: #42 in the amount of \$25,899.17.

Review and sign Town Expenditure Warrant: #43 in the amount of: \$128,630.15.

1. MINUTES from the last meeting (September 27th, 2021)—Attached.

2. APPROVAL OF JORDAN EXCAVATION CONSTRUCTION CONTRACT OF \$480,880 FOR THE AIRPORT TAXI LAND PROJECT: Please find attached a copy of the contract for this project. Please note that while the contract is only a few pages, it references many pages of specifications and the contract plans. Jordan's excavation plans are to cut the trees in the project area this fall and start the excavation and project as soon as possible in the spring. If agreed, the Board will need to approve the contract and authorize either the Chairman of the Board or the Town Manager to sign the contract.

3. REVISED PROPOSED OUTDOOR CENTER PROJECT: Sugarloaf has taken the proposed Tubing Park out of the proposed Outdoor Center Project at this time but wishes to move forward with the remainder of the project (roof over skating rink, lighted snowshoe trail, snowmaking on approximately 2K of Nordic ski trail, improvements to kitchen area, etc.). Sugarloaf (Karl Strand) is working on a revised Outdoor Center plan and hopes to present this to the Board at the meeting.

4. UPDATE ON THE ONGOING TRAIL BRIDGE(S) PROJECT ON THE PUBLIC LOT: Please see attached information that was presented at the July 26th Select Board meeting. We are fairly close to this estimate at this time (we did expend some funds graveling the trail/road area near the Pond Dam to better accommodate access to the Outdoor Center Pond for fire truck pumping tests which we do annually). To move forward with approximately \$115,000 in trail bridge replacement projects in 2022 we would like to give the okay to Dirigo Timberlands (the trail bridge contractor) to construct the needed concrete panels now and move them in early November to close proximity to the bridge locations (upper Trail 50). This will make access early next summer much easier (truck the panels in versus utilizing snow groomers). The cost to do this will be approximately \$60,000 (1/2 the cost of the bridge replacements plus some incidentals). Upon receiving 2021 timber harvesting revenues (approximately \$30,000) we will have approximately \$65,000 available to cover the cost (\$60,000) of building and moving the concrete panels this year.

5. IMPROVEMENTS TO THE CARIBOU POND ROAD: Sugarloaf continues to be interested in rebuilding the dam on Caribou Pond to allow for more flow downstream to facilitate

snowmaking at the resort. We have been asked by Sugarloaf to assist them in attempting to seek some State funding for improvements to this State-owned Road and the deteriorated road bridges. We talked with representatives of the State Bureau of Public Lands and they have indicated that their department currently has no money to put into this road. Following the Special Town meeting we have scheduled discussion with State Legislators (Senator Russell Black and State Representatives Tom Skolfield and Scott Landry) will meet with Sugarloaf representatives to discuss the Caribou Pond Road (often referred to as the Caribou Valley Road).

Immediately after the Town Meeting, these State representatives will also present information and answer questions regarding the upcoming vote (Nov. 2nd as part of the State petition and ballot questions) on whether Franklin County voters wish to increase the number of County Commissioners from three to five. These legislators along with the Carrabassett Valley Select Board endorse this proposal (to hopefully, provide more representation to Northern Franklin County. Most municipalities now also have five Select Board members).

6. INFORMATIONAL:

- The CV Region Employee Housing Committee will be meeting at 10:00 a.m. on Friday October 22nd. If interested, Maine Municipal Association is holding a Forum (zoom) on housing and how it might relate to American Rescue Plan Act (ARPA) funding. The forum is at 10:00 a.m. To participate you will need to register in advance. Please let us know if you wish to view this.
- The Public Lot Forestry Committee will be doing a site visit to the timber harvesting operation area on the public lot at 3:00 p.m. on October 22nd.

SPECIAL TOWN MEETING AT 6:00 P.M. (see attached Town Meeting Warrant).

TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
September 27, 2021

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

Others Present: **Dave Cota** **Lou Ann Clifford**
 Courtney Knapp **Chris Parks**
 Tim Gerencer **Cathie Munro**
 Charlie Woodworth **Matt Lee**
 Scott Lever **Samuel Crockett**
 Sue Davis

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 warrant #40 in the amount of \$31,565.82 was reviewed and signed by Selectmen.

Expense warrant #41 in the amount of \$37,915.12 was reviewed and signed by Selectmen.

The minutes of the September 13, 2021 were provided to the Selectmen for review and approval. Jay Reynolds made a motion to accept the minutes as written. Karen Campbell seconded the motion. Motion approved via roll call.

The first portion of tonight's meeting was for a Public Hearing to consider approval of a Retail Marijuana Store License for Green Alien Cannabis Company d/b/a Cannabis Cured, which is a transfer from Tombeau, Inc. The store will be located at Ayotte's Store at 1215 Carrabasset Drive. Dave Cota provided a diagram to illustrate the portion of Ayotte's Store that will be used for a Retail Marijuana Store. John Beaupre and his partner wish to transfer the already-approved license that they hold to Cannabis Cured, which is allowed by the Town's ordinance. The Code Enforcement Officer, Fire Chief and the Police Chief have also reviewed the license, as well as criminal checks of the CEO of Cannabis Cured. John Beaupre explained that the Planning Board and Select Board have approved his license. He felt that being a marijuana retailer would be a challenge that he wanted to undertake, and he proposes the transfer with mixed emotions. The officers of Cannabis Cured also operate other retail stores, which John feels are run very professionally. With approval, they will plan to close on the purchase of Ayotte's on October 31st. Scott Lever, one of the officers of Cannabis Cured, spoke and gave details of his background. Lloyd Cuttler made a motion to approve the transfer of the license from Tombeau, Inc. to Green Alien Cannabis Company d/b/a Cannabis Cured. Jay Reynolds seconded the motion. Motion approved via roll call.

Dave Cota reported that Lou Ann Clifford would like to discuss the possibility of a Carrabasset Valley Dog Park with the Selectmen. She feels it would be a great amenity for the Town. The estimated cost is \$33,000, which she says will be the biggest expense. There was a survey started, but things lost momentum with the pandemic. She would like to resurrect the idea, using an acre of land on a town-owned parcel. She said there may also be grant money available for the project. She would like to know if the Board is supportive of the grant application

process. Dave Cota explained that the project would need to be approved by the Town, at some point in the process, as well. Lloyd Cuttler recalled that there hadn't been a definite location identified for the park, which is still to be determined. Lou Ann said that the location needs to be identified in the grant application. One area discussed was near the Munzer Recreational Bridge, which is on the end of the Airport runway. Dave Cota suggested that Lou Ann speak with neighbors in the area to see what their thoughts are. Dave will work with Chris Parks to see if there may be a height restriction or other issues with the FAA for this location. John Beaupre said that, with more information defined for this application, he expects that the Selectmen would be supportive of the idea. It was agreed that Lou Ann will keep the Selectmen informed as proposed locations are identified.

Dave Cota reported that Fire Chief Courtney Knapp is interested in the potential purchase of a new Fire Truck. He invited the Selectmen to come outside to look at the truck that was brought down from Eustis. The truck is referred to as a "mini pumper" which eventually could replace the Town's 1997 HME Rescue Pumper. The cost of a new "mini pumper is approximately \$300,000. Dave Cota noted that there's \$400,000 in the Fire Department Equipment Reserve Fund at this time. Courtney Knapp noted that any driver of Fire Department Equipment either needs to be certified or possess a CDL but that this truck would be much easier to drive especially for younger less experienced firemen. This truck which is four-wheel drive would allow for better access to areas in adverse conditions and is better suited to responding to propane gas smell and related calls which are a high percentage of the Fire Department calls. Dave Cota reviewed the fire department vehicle replacement schedule for the existing equipment, noting that this purchase would be somewhat on schedule, given the fact that the Town would accept delivery of the truck in about two years. Dave Cota noted that the philosophy has been to plan for on-going "cash" replacement needs of all the fire department vehicles with the exception of the ladder truck which would entail borrowing money for replacement. Bob Luce suggested bringing the matter to the Town in March at the Annual Meeting, and this can also be discussed with the Budget Committee during the budget process in January.

Dave Cota reported that the Regional Workforce Housing Committee has been busy and is recommending approval of funding for an Assessment and Strategy Study to be conducted by Camoin Associates. The cost of the study is \$20,000, and the funding would need to be approved by the Town. Dave noted that there is now representation from Kingfield and Eustis on this committee, so it's truly a regional effort. The study will include a survey of all area businesses and their employee housing needs. John Beaupre noted that employee housing may be the #1 need in this community (as it is in many communities). Dave Cota noted that, regardless of what gets built, it needs to be done in a cost-effective manner, since this would be employee housing, and all available resources would be pooled to move it forward. This item will be placed on the Warrant for the upcoming Special Town Meeting.

Dave Cota reported that the Town has applied for funding from the American Rescue Plan Act of 2021 and have received half of what will be a two-year allocation of \$83,119.60. The Town will have until the end of 2024 to identify how the funds will be used, and until the end of 2026 to spend the funds. Dave noted that there has been some revenue lost at the AGC due to the pandemic, and additional cleaning people have had to be hired for sanitizing. These are some of the types of things for which the grant was designed to fund. There are reporting requirements for how the funds are being spent. John Beaupre made a motion to spend part of these funds for the additional cleaning at the AGC. Karen Campbell seconded the motion. Motion approved via roll call.

Dave Cota indicated that Senator Susan Collins' Office has notified the Town that they will be awarded a \$300,000 Northern Border Regional Commission/USDA Grant. This money will be used to help develop the Stoney Brook and Crocker Mountain area bike trail project. The Select Board will recognize Trail Supervisor Josh Tauses, Recreation Director Deb Bower and the Mountain Bike Club for their excellent work in securing this grant. Dave noted that building the collaboration between the Town, Club, MH&T and Sugarloaf over the past ten years was probably extremely helpful in supporting this grant application.

Dave Cota provided and reviewed a proposed Warrant for a Special Town Meeting for October 11th at 6pm at the Outdoor Center. The Warrant and public notice will go out tomorrow. John Beaupre made a motion to approve the proposed Warrant. Lloyd Cuttler seconded the motion. Motion approved via roll call. Dave also reported that state legislative representatives will be at the Town Meeting to discuss and advocate for the upcoming November 2nd Franklin County vote (as part of the State-wide ballot questions vote) to vote on whether or not to increase the number of Franklin County Commissioners from three to five.

Dave Cota had a call from Crusher at Sugarloaf, and they intend to still pursue the dam on Caribou Pond Road. Dave Cota will try to arrange a meeting with the state representatives with regard to necessary road and bridge improvements needed to this State-owned Road to access dam construction when the project is approved.

Sugarloaf would like to continue to present proposed plans for the Outdoor Center (including the tubing park and other components of the project) to the Selectmen and the Town. Their target date for the project, if approved would be 2023. The Board agreed to continue to allow Sugarloaf the opportunity to present the project to the Town. Dave suggested that the public process include not only public hearing(s) but providing an opportunity for interested citizens and property taxpayers to provide the Town with an email address to which a "group listing" can be established to provide ongoing information regarding the public process. Bob Luce would like Sugarloaf to help in the process of relaying the details of the project to the public, since it's very important that all the facts be put forth.

Informational:

The contract with Jordan Excavation for the Airport Taxi Lane project may be available for the next Selectmen's meeting (October 11th at 5:00 p.m. at the Outdoor Center).

There was a Car Rally at the Airport yesterday.

Next meeting: October 11th at 5pm (at the Outdoor Center).

Meeting adjourned.

Respectfully submitted,

Lynn M. Schnorr
Secretary to Board of Selectmen

July 26th:

attached map. The cost to do this is option would be less than \$7,000 (as originally estimated) in 2021 for excavation (stump removal and shaping) and up to \$32,000 for graveling in 2022 (or a total of approximately up to \$39,000). This estimate is subject to change (probably downward). The Committee looked at other options to provide harvest road access get to the upper southwestern corner of the Town Public lot. One option is to build a 2,800' separate road on the public lot. The other option is to gravel approximately one mile of road/trail on Sugarloaf land at a cost of \$66,000. While the first two options are expensive (up to \$39,000) it is a one-time cost and this will remain as infrastructure on Town property that will be available for timber harvesting for future generations. The proposed road extension does not affect other existing trail corridors on the Public Lot.

4. ONGOING PUBLIC LOT TRAIL BRIDGE PROJECT RELATED TO TOWN FOREST MANAGEMENT REVENUES AND NEEDED BRIDGE REPAIRS: Over the course of the last four years, the Town has expended \$218,325 in replacing twenty-seven trail bridges and \$58,625 in replacing two major road bridges on the Town's Public Lot with concrete panel bridges. Sugarloaf has also expended \$45,000 in replacing a large trail bridge on their adjacent land.

The large (30'x35') Stadium Bridge deck that's part of the 'Race Course' is in need of replacement. We could get another year out of it by covering it with plywood. If it is to be replaced this year (which we recommend) the cost of pressure treated (PT) wood and materials will run appropriately \$5,000. If the timing works out, Sugarloaf has agreed to provide the labor (free) to do the re-decking of this large bridge. We have the funds needed to pay for the deck materials.

Considering this project and looking ahead, the following is a conceptual estimate of where we stand comparing existing and projected timber harvesting revenues from the Public Lot with additional needed trail bridge replacements:

| | |
|--|-----------------|
| Current Public Lot Fund "unobligated" funds: | \$52,110 |
| 2021 Estimated Harvesting Revenue from "Block A-1": | 28,000 |
| Cost of cutting, excavation, etc. for 2,500' road corridor: | - 7,000 |
| Cost of re-decking Stadium Bridge: | <u>-5,000</u> |
| <u>2021 Year End Subtotal:</u> | \$68,110 |
| | |
| Estimated Cost of Graveling 2,500' road corridor in 2022: | -32,000 |
| Estimated other costs in 2022 | -3,500 |
| Cost of replacing fourteen remaining trail bridges in 2022: (Trail 50 and bridge below the parking lot) | -115,000 |
| Cost of replacement of Road Bridge (near Pretty Bog): | <u>- 20,000</u> |
| <u>2022 Year End Subtotal:</u> | -(\$102,390) |
| | |
| 2023 Estimated Revenue from timber harvesting on Blocks B-1 and B-2 (see attached map): | <u>110,000</u> |
| <u>2023 Year End Subtotal:</u> | \$ 7,610 |

Town of Carrabassett Valley Special Town Meeting October 11th, 2021, 6:00 p.m. at the Sugarloaf Outdoor Center

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

GREETINGS: In the name of the State of Maine you are hereby required to notify and warn the voters of the Town of Carrabassett Valley qualified by law to vote in Town Affairs to meet at the Sugarloaf Outdoor Center at 6:00 p.m. on Monday, the 11th of October, 2021, to act upon the following articles to wit:

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

ARTICLE 2. To see if the Town will vote to expend \$1,500 from the 'Town Land Reserve Fund' to purchase an approximate 100' x 100' lot from DRC Holdings shown as Map 3 Lot 43 on the Town of Carrabassett Valley Tax Maps.

(Note: This lot which is owned by Dead River Company has been valued at \$13,000 by the Town for property tax assessing purposes. This lot is located within the Airport Runway Protection Zone and is unbuildable due to height restrictions).

The Select Board Recommends Approval

ARTICLE 3. To see if the Town will vote to expend \$20,000 from Town Undesignated Surplus to obtain consultant services to complete a 'Regional Workforce Housing Needs Assessment and Strategy' for the Carrabassett Valley area.

The Select Board and Carrabassett Valley Employee Housing Committee Recommend Approval

ARTICLE 4. To see if the Town will vote to expend up to \$11,000 from Town Undesignated Surplus to provide additional funding for a project to correct structural issues with the log façade in front of the Community Building (Library Building).

The Select Board Recommends Approval

Given under our hands this 27th day of September, 2021.

Robert Luce

John Beaupre

Karen Campbell

Lloyd Cuttler

John F. Reynolds, Jr.

Board of Selectmen
Town of Carrabasset Valley

Attest: A true copy
Wendy Russell
Town Clerk

CONSTABLE'S RETURN

Pursuant to the within warrant, to me directed, I have notified and warned the Inhabitants of Carrabasset Valley, in the County of Franklin and State of Maine, qualified by law to vote in Town affairs, to assemble at the time and place and for the purpose within named by posting on September 28th, 2021 attested copies of the within Warrant at the Carrabasset Valley Town Office, Ayotte's Store, and the Sugarloaf Administration building all being public and conspicuous places in the Town of Carrabasset Valley.

Mark Lopez, Police Chief of the Town of Carrabasset Valley

CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made this 6th day of OCT., 2021, (execution date by Owner) by and between Town of Carrabassett Valley, ME, hereinafter called "OWNER" and Jordan Excavation, doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the project entitled

Construct Taxilanes

AIRPORT IMPROVEMENT PROGRAM NO. 3-23-0013-014-2021

2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in the NOTICE TO PROCEED and will complete the work within the 56 calendar days from the effective date of the NOTICE TO PROCEED depending on the alternates selected, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

The contractor shall pay as liquidated damages the sum of **one thousand two hundred dollars (\$1,200.00)** for each and every calendar day that the work remains incomplete beyond the above specified time, as provided in the General Provisions

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **\$480,880.00 four hundred eighty thousand eight hundred eighty and 00/100 dollars**, or as shown in the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) This Agreement
- (B) Addenda as listed herein
- (C) Advertisement for Bids
- (D) Information for Bidders
- (E) Signed Copy of Proposal
- (F) General Provisions

- (G) Supplemental General Provisions
- (H) FAA Provisions for AIP Projects
- (I) SPCD
- (J) Technical Specifications
- (K) Drawings (as listed in Schedule of Drawings)

In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Paragraph 5 shall govern. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modified.

Addenda Issued:

| | | | |
|-----|---------------|-------|---------------------------|
| No. | <u> 1 </u> | dated | <u> April 19, 2021 </u> |
| No. | <u> </u> | dated | <u> </u> |
| No. | <u> </u> | dated | <u> </u> |
| No. | <u> </u> | dated | <u> </u> |

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The Contractor shall indemnify, hold harmless and defend the Owner, the United States of America, the Engineer, the Engineer's consultants, and their officers, board members, agents and employees (the "Indemnities") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs and expenses, including without limitation attorneys' fees, consultants' fees and experts' fees arising out of, or in any manner predicated upon personal injury, death or property damage resulting from, relating to, caused by or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnities without contributory fault on the part of any person, firm, or corporation.

In any and all claims against the Indemnitee or any one of the Indemnitees by any employee of the Contractor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Contractor, or anyone for whose acts of such employees and subcontractors may be liable, the

indemnification obligation shall not be limited to in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitee or any one of the Indemnitee by reason of any matter for which the Contractor has hereby agreed to indemnify, hold harmless and defend, the Contractor, upon notice from the Indemnitee or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitee or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the **Town of Carrabassett Valley, ME** which is hereby reserved to the **Town of Carrabassett Valley, ME**.

The provision of this indemnification shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any one of the Indemnitees incurs costs or liabilities described above.

9. This Contract is executed in a number of counterparts, each of which is an original and constitutes the entire agreement between the parties. This contract shall be construed according to the laws of the **Town of Carrabassett Valley, ME**. No portion of this contract shall be understood to waive the sovereign immunity of the **Town of Carrabassett Valley, ME**. This contract shall not be amended, except as specified in the General Provisions.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Six (6) Originals on the date first above written.

(SEAL)

OWNER:

ATTEST:

Town of Carrabassett Valley, ME

By _____

Name _____
(please type)

Name _____
(please type)

Title _____

Title _____

Date _____

Date _____

(SEAL)

CONTRACTOR:

ATTEST:

Jordan Excavation

Donna Miller

By Leslie Jordan

Name DONNA Miller
(please type)

Name LESLIE JORDAN
(please type)

Title Secretary

Title PRES.

Date 10/5/21

Date 10-5-21

ADDRESS:

479 Main Street

Kingfield, ME 04947