

Carrabassett Valley Selectmen's Meeting 4:30 p.m. Monday February 28th, 2022 at the Town Office

The Town now provides a zoom link for members of the Public to link into Town of Carrabassett Valley Select Board and other public meetings. To participate by zoom you must use the link provided in an email from the Town (this link is the same for any Town public meeting and is provided on the email in which the Board or Committee Agenda was sent out in). You may also obtain this link by sending an email to the town office (townofcv@roadrunner.com) during normal business hours.

The public may also "phone in" as follows:

Dial by Phone – 1-929-205-6099 US (New York)
Meeting ID: 531 268 2243
Passcode: 04947

Masks are required at the meeting.

Review and sign Town Payroll Warrant: #7 (\$23,198.67)
Review and sign Town Expenditure Warrant: #8 (\$58,728.05)

1. MINUTES OF THE PREVIOUS TWO SELECT BOARD MEETINGS (February 7th and 14th, 2022) attached.

2. "PUBLIC WORKSHOP" TO REVIEW THE DRAFT 'COMMUNITY RESILIENCE SELF-EVALUATION' AND TO SEEK PUBLIC INPUT AS PART OF THE TOWN BECOMING PART OF THE STATE-WIDE COMMUNITY RESILIENCE PARTNER COLLABORATION: Please see the attached public notice and the Draft 'Community Resilience Self-Evaluation'.

The Community Resilience Partnership is a grant program announced by the Governor's Office of Policy Innovation and the Future that will provide \$4.75M over the next two years to fund projects that reduce energy use and costs and/or make communities more resilient to climate change effects. A committee representing the Town, Sugarloaf and others have been meeting to assist the Town in a possible \$50,000 (maximum allowed) grant application to meet goals of this program and the community. Mark Green is leading this effort.

The purpose at this meeting is for the Select Board and Public to review the Draft 'Community Resilience Self-Evaluation' they have developed and to seek public input. The following is a proposed outline to meet the March 22nd, grant application deadline. Mark will describe the Committee work to date and the process involved.

February 28th Select Board Meeting:

To receive public input on the draft Community Resilience Self-Evaluation for the Town of Carrabassett Valley.

March 14th Select Board Meeting:

Approve and adopt the final Community Resilience Self Evaluation

Approve the Resolution applying for membership in the State-wide Community Resilience Partnership.

Approve the submission of a grant application for the Community Resilience Partnership Community Action Grant

4. PROPOSED NEW THREE-YEAR FOREST MANAGEMENT CONTRACT WITH AMERICAN FOREST MANAGEMENT, INC. TO MANAGE THE TOWN'S PUBLIC LOTS: Please find attached the proposed new Forest Management Contract that provides forest management services for the Town's 2,100-acre Town Public Lot and the 250-acre Jones Public Lot. Their proposed fee is the same as the previous three-year contract at \$3,200/year. They will also receive 15% of the Net Income of all wood harvest revenues from the lots (harvesting is planned for 2023 on the Town Public Lot). As you may know, we are also applying for a Maine Forest Service 'Project Canopy' Grant (\$2,750 from the State to be matched by in-kind services by the Town) to complete a Forest Inventory and Management Plan for the Jones Public Lot.

5. INFORMATIONAL:

Annual Town Meeting: March 9th (Elections from 8:00 a.m. to 6:00 p.m.) at the Town Office to be followed by the regular meeting at 7:00 p.m. at the Outdoor Center.

Next Select Board meeting: March 14th.

**TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
February 14, 2022**

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

Others Present: **Dave Cota** **Sue Davis**

Bob Luce opened the meeting at 5:00 p.m. and welcomed those present.

The purpose of tonight's meeting is to review the proposed Warrant for the Annual Town Meeting, scheduled for March 9, 2022 at 7:00 p.m.

Dave Cota provided a draft copy of the Warrant for the Select Board's review and consideration. He reviewed some of the line items that were amended at the prior meeting. There is an article to accept the USDA grant, which has been added, since it requires matching funds from the Town. Dave noted that there was also some added language to a couple of articles, for the purpose of better clarification.

Following review of the Warrant, Jay Reynolds made a motion to approve the Warrant as prepared. Karen Campbell seconded the motion. Motion approved via roll call.

Dave Cota reported that there appears to be a compromise on the legislation involving the Maine Indian Tribes (LD 1626). He and Lloyd have been following this closely in addition to trying to keep a dialogue going with the Penobscot Nation leadership on how to improve relations for our mutual benefit.

When the Employee Housing Study is finalized, Dave mentioned that one idea might be to utilize some of the American Rescue Act funds available for the implementation (example: staffing) of the strategy actions recommended in that study. John Beaupre added that there are some interested private developers, which is encouraging.

Mountain Bike Trail Committee meets at 1pm on Friday.

Meeting adjourned.

Respectfully submitted,

Lynn M. Schnorr
Secretary to Board of Selectmen

**TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
February 7, 2022**

Board Members Present:	Bob Luce	John Beaupre
	Lloyd Cuttler	Karen Campbell
	Jay Reynolds	
Others Present:	Dave Cota	Sue Davis
	Adam Platz	Joel Pepin
	Josh Tarsus	Tom Butler
	Mark Green	Tim Gerencer

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

Payroll warrant #3 and #5 in the amounts of \$27,772.84 and \$31,596.82, respectively, were reviewed and signed by the Select Board.

Expense warrant #4 and #6 in the amounts of \$53,073.76 and \$108,493.81, respectively, were reviewed and signed by the Select Board.

The Minutes of the January 19, 2022 Meeting were reviewed. Jay Reynolds made a motion to approve the minutes as written. Karen Campbell seconded the motion. Motion approved via roll call.

The first portion of tonight's meeting was a Public Hearing for the Consideration of a Marijuana Retail Store License for JarCo CV, LLC (Ryan Roy). Ryan will be leasing a portion of the newly proposed Judson's Plaza. Dave Cota noted that the Planning Board has approved a Conditional Use Permit, and the project has been reviewed by the Code Enforcement Officer, Fire Chief and Police Chief with no issues. Dave Cota noted that the Planning Board has also approved a site permit for the Judson's Plaza property. Following brief review of the project, Jay Reynolds made a motion to approve the license application. Karen Campbell seconded the motion. Motion approved via roll call, with John Beaupre abstaining.

Dave Cota discussed the transfer of funds (\$76,000) from the Mountain Bike Club/Town Account into the several accounts: \$66,000 to a separate account for equipment purchases and rentals – this money is related to the USDA grant funding; \$10,000 to the Trail Planning Account. This information will be included in the Town Report. John Beaupre made a motion to approve the transfer. Jay Reynolds seconded the motion. Motion approved via roll call.

The purchase of a new Mini Excavator for the Mountain Bike Trail Development was discussed. Town and Club representatives have been looking at bids, and they would like to purchase a 2-ton machine and rent a 3-ton machine (as needed). We received two bids for the 2-ton excavator for the identical price of \$38,000. Josh Tarsus added that he has also looked into attachments and warranties on the machine, and he feels a five-year warranty is valuable. This brings the price close to \$42,000. John Beaupre made a motion to approve an amount up to \$43,000 for this purchase from the CAT-Milton dealer. Jay Reynolds seconded the motion. Motion approved.

Dave Cota reported that he has been working with the Airport Manager, Tom Wallace, and Lloyd Cuttler to request proposals for the development of up to ten T-hangars for the Airport. They are also working to develop a point system for allocating the box hangars, since there are more interested parties than available box hangars. There are ten people interested in T-hangars, and some legal work will need to be done to establish a "condo association" and a development plan and related legal work. Additionally, this subcommittee will be

requesting proposals from a developer, who will build and sell the T-hangars. Dave provided a copy of the Request for Proposal and noted that the proposal deadline is March 15th. Dave reviewed some of the specifications included in the Request for Proposal, including a potential selling price at which the developer will offer the hangars for sale, noting that add-ons would be an added cost to the buyer. The design of the structure will be presented to the Planning Board. John Beaupre made a motion to authorize the Subcommittee to move forward with the Request for Proposals. Jay Reynolds seconded the motion. Motion approved.

Mark Green discussed a process by which the Town would construct charging stations for electric cars. Sugarloaf has been looking to install charging stations at three locations: Lot E, Outdoor Center and Golf Course. The Town's interest would be in the Outdoor Center and Golf Course, since they are owned by the Town. The cost of those two will be \$71,000. The Community Resilience State of Maine Grant is \$50,000 which is given in two rounds. Mark suggested adding some public safety representatives to their committee. There was discussion regarding the amount of power that will be necessary for these stations, and who will be paying the power bills for each of these stations. Dave Cota said it would likely require a memorandum of understanding with Sugarloaf, as some of the operational details will need to be worked out. John Beaupre made a motion to proceed with this program. Lloyd Cuttler seconded the motion. Motion approved.

Dave Cota provided the Select Board with a draft copy of the Town Meeting Warrant. He suggested that the Select Board review the warrant and advise Dave if there are any changes that need to be made prior to the Board signing the Warrant. Dave reviewed the articles. Following review, the Select Board decided to meet again on February 14th at 5pm for a final review and signing of the Warrant.

Dave Cota discussed the Town's Investment Portfolio. At this time, there is \$1,674,334 invested with Camden National Wealth Management. This past year was the first time in many years, that the investment fund lost money. Dave has provided the Selectmen with a copy of the audit for review and noted that municipalities are limited, by law, to what types of investments can be made – they are not able to invest in the stock market but can invest Cooperate Bonds rated A, AA or AAA. Camden National Wealth has advised moving 22% of the portfolio to cooperate bonds, which are not considered risky. There is a scheduled Zoom meeting with Camden National Wealth on February 10th, and Dave would like to have one or two Select Board members available for that meeting. Bob Luce said he would be able to participate.

Informational:

- Employee Housing Committee meeting on February 11th at 8:30 a.m.
- Mountain Bike Trail Committee meeting on February 18th at 1pm.
- Dave Cota said there have been two meetings with the Penobscot Indian Nation, and they indicated that they are doing an assessment of all their lands (not just in Carrabassett Valley), and once they have done that, they may determine what lands might be available for use by the public.

Meeting adjourned.

Respectfully submitted,

Lynn M. Schnorr
Secretary to Board of Selectmen

Town of Carrabassett Valley Public Notice

Seeking Public Input Regarding Community Resilience Partnership

The Town of Carrabassett Valley Select Board is considering the Town becoming part of the Community Resilience Partnership which is a State-wide collaboration of State Government, Municipalities and Tribal Governments with the goal of, “working to help Maine communities reduce emissions and prepare for climate change”. A requirement of the program is to complete a Community Resilience self-evaluation which a committee has been working on. Copies of a draft of this self-evaluation can be found on the Town’s website at carrabassettvalley.org or picked up at the Town Office during normal business hours. The Select Board will be holding a workshop on February 28th, 2022 at 4:30 p.m. to review the draft document and solicit public input. Citizens may attend in person, via zoom or may email comments to the Town Manager at towncvtm@roadrunner.com.

Community Resilience Self-Evaluation

Instructions: This tool is intended to help organize your community’s approach to increasing resilience to natural hazards and climate change impacts. Answer the questions to the best of your knowledge and seek information from your colleagues in municipal and county government and organizations in your community. Provide any relevant information in the explanation field. If it is difficult to give a clear yes or no response to a question, use the explanation field to explain why. **There are no wrong answers and the responses here will not affect your community’s eligibility to receive grants.** Where the response to a question is no, that may indicate an area of opportunity to address through a Community Action Grant.

Community name:	Carrabassett Valley
Self-Evaluation responses provided by: Please include contact info	Mark Green - Interim Town Manager Deborah Bowker - Recreation Director Dave Cota - Town Manager Zoe Zeerip - Sugarloaf Sustainability Director Tom Butler - Sugarloaf Operations Director Karen Campbell - Selectperson Courtney Knapp - Fire Chief and Emergency Management Director Chris Parks – Code Enforcement Officer
Date:	
Was this evaluation discussed during a community workshop? Include the date of the workshop.	

Once the questions on the following pages are complete, use these prompts to identify potential next steps for your community:

What are two things your community is doing well?	<p>The Town of Carrabassett Valley has taken numerous steps to improve its sustainability practices. Throughout the years the Town has worked to maintain access to recycling for community members, made a number of LED retrofits, developed a surface water management plan, worked to become a Fire Wise Community and taken a number of steps to implement these plans.</p> <p>The Town works hard to collaborate with other Towns and the regions employers. We participate in Sugarloaf’s green team/sustainability meetings, providing input and opportunities for collaboration on future regional projects. We also work closely with our neighboring municipalities on a variety of issues.</p>
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	<p>Over the years the Town has dedicated resources to developing a Surface Water Management Plan that helps the area improve its resiliency in the face of climate change. This plan allows The Town's to manage flooding throughout the valley and enforce building codes for future development.</p> <p>We have also worked with neighboring municipalities and the Maine Forest service to prepare for wildfires and have a plan in place to both reduce the chance of wildfire and to pool resources in the event of fire.</p>
<p>What are two areas that could be improved in the short-term?</p>	<p>Lighting at the library and the Outdoor Center and providing EV charging stations.</p> <p>The Town has identified two immediate projects that need addressing including installing LED lights at the Outdoor Center and Library and providing EV charging stations at the golf course and outdoor center. Currently there are very few charging stations on the northern portion of the Route 27 corridor. This corridor provides access to our region for recreational opportunities, which is our economic lifeblood, and serves as a major entry point for Canadian tourists.</p>
<p>What is important for your community to address in the long-term?</p>	<p>The Town believes it is important to preserve the long-term viability of the many recreational opportunities in our region since recreation is a primary driver of the regional economy. We also know that climate change is impacting our winters and that we need to take measures to adapt to these changes. These include strengthening/supporting winter sports, golfing and mountain biking and expanding them while also developing new opportunities. Making these opportunities easy to access for people from other regions of Maine, other States and Canada is also key to our region's success.</p> <p>Currently the lack of EV charging in our region makes it difficult for visitors with EV's to travel here or through here to other parts of the State. Efficiency Maine has identified the Route 27 corridor as deficient in charging opportunities for EV owners</p> <p>Additionally, the Town believes it's important to continue our work in managing surface water run off through revisions to our land use regulations and by continuing our practice of upgrading our many stream/river crossings, drainage ways and nearby trails/roads to better accommodate the higher flows.</p>

<p>What specific 3 to 5 actions are priorities for your community?</p>	<ol style="list-style-type: none"> 1) Continue to monitor and develop flood mitigation projects 2) Continue collaborate with and support the sustainability efforts of local employers such as Sugarloaf and our neighboring municipalities. 3) Install EV chargers in several locations in the community. 4) Update and revise the comprehensive plan including sections on climate change and sustainability. 5) Work with the State Forest Service, large land owners and neighboring communities to mitigate the risk of wild fires.
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Minimizing Risk and Exposure to Hazards	
<p>1) Has your community assessed the likelihood of various types of hazards or disruptive events?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Your local or county hazard mitigation plan is a good starting place to find this information. Hazards can include storms, floods, wind, fire, extreme temperatures, drought, etc. Likelihood could be indicated either numerically or qualitatively as low, medium, or high.</p>	<p>The Town of Carrabassett's biggest threat is flooding of the Carrabassett River and Brackett Brook Plans for mitigation are in place as well as emergency plans should flooding cause widespread damage.</p> <p>A second threat is that of wildfire which the Town has developed a plan for. The plan includes a risk reduction component as well as a regional response component in the event of fire.</p>
<p>2) Has your community assessed how the likelihood of each hazard has changed over time and may change in the future?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If your community has not tracked trends historically, you might infer past trends by determining if current priorities have shifted compared to past hazard mitigation plans. For example, drought or wildfire might be an emerging concern.</p>	<p>In the past twenty years we have experienced several floods of the Carrabassett River, Brackett Brook and their tributaries. We have depended on the models developed by the USGS and other State and Federal agencies to size drainage structures. These models are constantly being revised and improved. We have made improvements to many of our drainage structures over this period of time using the most current information. We will continue this practice in the future while also keeping our own records.</p> <p>Drought and wildfire are also emerging threats for the region but have not been analyzed like a flood scenario has. We are working with the Maine Forest Service and our regional neighbors to prepare.</p>
<p>3) Has your community assessed the impacts or consequences of each type of hazard for the community?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>For example, flooding on Main Street impedes emergency services or affects local businesses.</p>	<p>The Town of Carrabassett Valley is ready to deal with the impacts of various hazards as described elsewhere in this needs assessment. In addition, the Town has installed a</p>

	generator for the Outdoor Center to act as an emergency shelter or center. Additionally, the fire station has a fully powered back up system and would be able to distribute water.
4) Is your community taking steps to reduce exposure to multiple risk types?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Your local or county hazard mitigation plan probably contains this information.	<p>In terms of fire, the Town of Carrabassett Valley has made revisions to our building codes to reduce the risk of structure and wildfires. The Town has taken the first steps to be a Fire Wise community through the Maine Forest Service and will continue with that plan this spring. This project aims to reduce the risk of wildfires on both the vegetation and built environment. One step the Town of Carrabassett Valley took was to provide a large chipper to the landowners in the Carrabassett Village so they could clear around their homes. This was done with help from the Maine Forest Service.</p> <p>In term of flooding, The Town has repaired the shoreland of the Narrow-Gauge trail with rip rap to prevent erosion damage in future highwater events. Additionally, The Town developed the surface water management plan after the flood of 2018. Furthermore, The Town adopted a flood plain ordinance, working with a land surveyor to make sure the house is 1ft above flood level.</p> <p>Lastly, all of the bridges at the Outdoor Center are being assessed and culverts are being added to prevent erosion and to help maintain the structural integrity of the trails.</p>
6) Is your community preparing for low-probability-but-high-consequence events?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
These events could be, for example, a 1-in-100 year flood, or a prolonged electricity outage or heating fuel shortage. What events might the community need to consider?	<p>Our Fire Chief serves as our Emergency Management Director and is responsible for preparing the Town for such events. In the case of an emergency there are back up generators and bottled water at the outdoor center and fire station.</p> <p>In the case of a severe drought, the fire station would open its facilities for laundry, showering, etc. Furthermore, Sugarloaf Resort is working diligently to reduce the amount of water is consumes to make snow and is considering investing in an infiltration collection process for sugarloaf's pump house.</p>
7) Has your community assessed the consequences of multiple events or different types of hazards occurring in geographic or temporal proximity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Examples could include back-to-back flooding events or a power outage during a heat wave.	The Town of Carrabassett has considered individual events but not multiple events at the same time.

	We only have one power source and one road in and out of the valley.
8) Is your community assessing emerging risks (e.g. drought, wildfire) and identifying blind spots?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
In addition to natural hazards, consider public health threats that might be worsened by climate change, such as contamination of drinking water sources and vector-borne diseases from ticks and mosquitos.	While future risks are likely to increase, the Town of Carrabassett has spent its resources working to mitigate flooding in the valley.

Understanding Sensitivity and Building Resilience	
9) Is your community tracking underlying societal characteristics and trends that increase vulnerability?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
This information might be found in your community's comprehensive plan or economic development plan. Examples of characteristics and trends might include older or low-income populations, low housing availability, reliance on a single economic driver, aging infrastructure, environmental degradation, etc.	We are now beginning the process of revising our comprehensive plan and the impacts of climate change will be topic area we plan to work on.
10) Is your community proactively addressing vulnerabilities associated with these underlying characteristics?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Look in your community's comprehensive plan or economic development plan for strategies that might address these trends.	<p>The Town of Carrabassett Valley partners with regional organizations to address the needs of vulnerable populations. Some examples include:</p> <ul style="list-style-type: none"> • Supporting the Christian Ministry's committee that checks in on the elderly • Supporting the food pantry in Stratton that is open to Carrabassett Valley residents. <p>It is also important to note how rigorously we are working to strengthen the local economy and provide employment and business opportunities.</p>
10) Does your community have financial resources in reserve to cope with or absorb shocks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For example, a rainy-day fund.	Carrabassett Valley maintains a strong municipal fund balance in part so we can be resilient during economic downturns.
12) Is your community building flexible human capacity that can be drawn on in emergencies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
For example, community emergency response teams (CERT) or mutual aid agreements with neighboring communities.	We are fortunate in our region to have strong working relationships with our neighboring municipalities and local businesses. The Carrabassett Fire Department in particular has close relations with surrounding fire

	<p>departments. The mutual support helps the departments aid each other in the event of emergencies.</p> <p>Additionally, The Town has strong relations with local contractors and Sugarloaf that can be utilized in the event of an emergency. Examples include sanding roads, clearing roads, and back country rescues.</p>
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Improving Long-term Adaptive Capacity

13) Does your community have plans or policies that anticipate future climate risks and community sensitivity trends?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Examples might include a comprehensive plan chapter that describes how the community is planning for climate change impacts, or a capital improvement plan that requires construction projects to consider future conditions like sea level rise, extreme rain, or drought.	<p>We have made some progress in that area including the following:</p> <ul style="list-style-type: none"> • Foundations near flood ways must be able to withstand future flooding. • We now have the ability to protect structures with class A foam when threatened by wildfire. • Annual trainings for the local fire department to be prepared for wildfires • We have keys to the Penobscot Tribal land roads and good relations with their Forestry Department
14) Are there resources to sustain new capacity when needed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
This is different from Question 10 in that these resources would need to sustain a new long-term commitment rather than a one-time, short-term response. For example, if flooding emerges as an issue, a revenue source such as a stormwater utility fee could sustain a new community stormwater management program.	The Town of Carrabassett Valley emphasizes building capital reserves. The Town has been very aggressive in obtaining F.E.M.A. funding after a flooding event that is used to make drainage improvements helping with future resiliency.
15) Does the community have policies in place to build back smarter or recover with resilience after a disruptive event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Examples might include a flood ordinance that requires compliance with the current building codes after substantial damage, or a communitywide post-disaster recovery plan.	<p>We have made changes to our building codes and zoning ordinances to address flooding as discussed elsewhere in this needs assessment..</p> <p>All the bridges and culverts that have been replaced in recent years have been sized to meet expected increases in runoff.</p>
16) Does the community stress test to ensure plausible risks are manageable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<p>This might be a table-top exercise with emergency management and community stakeholders, or a financial health analysis.</p>	<p>Every few years the town conducts either a tabletop exercise or a field exercise based on a risk such as flooding, wildfire, or a transportation accident since Route 27 serves as a major corridor for the transportation of goods including chemicals from Canada. These exercises are conducted with help from the Franklin County EMA and our neighboring municipalities.</p>
<p>17) Does the community have a policy or process for managing uncertainty?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Does the community have a way of making important decisions when information is incomplete or unavailable?</p>	<p>This is something that will be discussed when we revise the Comprehensive plan.</p>

**AMERICAN FOREST MANAGEMENT
TIMBERLAND SERVICES AGREEMENT**

District: Farmington

Agreement Number: MAIN - TSA - 426

THIS AGREEMENT entered into the 18th day of February, 2022 by and between **AMERICAN FOREST MANAGEMENT, INC.** with an office at 188 Main Street / PO Box 978 Farmington, ME 04938 (hereinafter referred to as "AFM") and Town of Carrabassett Valley, whose address is 1001 Carriage Road, Carrabassett Valley, ME 04947 (hereinafter referred to as "Client").

AFM agrees to provide timberland services to Client as shown on the attached Exhibit "A" which is hereby incorporated into this Agreement by reference.

Property Location: Timberland services as agreed upon by AFM and Client will be performed on the following described property: Carrabassett Valley public lot in Carrabassett Valley, ME and containing 2,133 acres

State: Maine County: Franklin Section(s): N/A Township: Carrabassett Valley Range: N/A

Location of property is also shown on the attached map marked as "Exhibit B". Approximate Acreage: 2,133 acres

Additional Description of Property:

Whether by legal description or by map (Exhibit B), the parcel of land which is the subject of this Agreement will herein be referred to as the "Property".

Access: Client hereby grants to AFM, its agent and employees the right to ingress and egress upon and to the Property for the purpose of performing the agreed upon services as outlined in Exhibit "A".

Compensation and Payment: Client agrees to timely pay AFM for services performed in accordance with the schedule of payment outlined on the attached Exhibit "A".

Insurance Coverage: AFM shall, while performing services on the Client's property, maintain in effect worker's compensation insurance in the statutory amounts as required by the Worker's Compensation Law in the state or states in which AFM is obligated to provide worker's compensation benefits; General liability insurance with maximum limits of liability of not less than \$1,000,000 per occurrence or \$2,000,000 General Aggregate; and motor vehicle liability insurance with minimum liability limits of \$1,000,000 Combined Single Limit (Bodily Injury and/or Property Damage combined).

Independent Contractor: It is understood and agreed that AFM and its employees are independent contractors and not employees of the Client, and each party to this Agreement agrees to take action consistent with the foregoing. Nothing in this agreement shall be construed to create a partnership, joint venture or other association among the parties.

Duties of AFM: AFM agrees to perform its services in accordance with published Best Management Practices (BMPs) as outlined in the state in which the services are being performed. AFM shall also comply with all applicable federal, state and local laws or regulations.

Choice of Law; Severability: This Agreement shall be governed by, and construed in accordance with the laws of the State of Maine (but not including the choice of law rules thereof). If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law.

Assignment – Successors in Interest: Neither party hereto shall have the right to assign any part of this Agreement without the prior written consent of the other party. All agreements, rights and privileges addressed herein which are binding upon or applicable to either party hereto shall also be binding upon and applicable to the heirs, successors and legal representatives of the respective parties.

Errors and Omissions: In performing the services herein agreed, AFM shall exercise a standard of care consistent with accepted forestry practices in effect in the area where the Property is located. AFM and Client understand and agree that volumes and estimates of timberland resources are customarily based on statistical samples and often require the independent judgment of the person making the estimate or projection. As such estimates and projections are subject to sampling precision and statistical error, and because they are subject to natural variations and environmental conditions that may cause actual volumes and values to vary from those estimated or projected, AFM shall not guarantee the accuracy of such estimates, projections or values. Maps and descriptions of Property, including acres, provided to AFM by Client will be assumed correct.

Execution – Legal Advice: By its execution hereof, each of the parties hereto acknowledge and agree that each has freely, voluntarily and knowingly executed this Agreement and further that each has had full opportunity to review this Agreement with legal counsel of its own choosing.

Client Authorization: Client hereby warrants that it has fee simple title of the Property or has authority to execute this Agreement on behalf of the entity which has fee simple title of the Property and that information provided relative to the Property is accurate to the best of the Client’s knowledge. Client further warrants that it has fee simple title to the timber on the Property free and clear of any liens or Client hereby warrants that it has the authority to sell the timber on the Property on behalf of the entity which has fee simple title of the timber free and clear of any liens.

Term: This Agreement will expire at the time of completion of the duties and obligations as set forth in the attached Exhibit “A” or per the termination date set forth in Exhibit “A”.

Indemnification: AFM agrees to defend, indemnify and hold harmless Client, its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, lawsuits and demands and the associated liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (the “Claims”) arising from bodily injury, death, or property damage, caused by any act, omission, or failure of Consultant or its officers, directors, employees, agents, or Consultants, in connection with this Agreement.

Client agrees to defend, indemnify and hold harmless AFM, its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, lawsuits and demands and the associated liabilities, damages, costs and expenses (including reasonable attorneys’ fees) (the “Claims”) arising from bodily injury, death, or property damage, caused by any act, omission, or failure of Client or its officers, directors, employees, agents, or Consultants, in connection with this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the date and year first written above:

Client: Town of Carrabassett Valley

American Forest Management, Inc.

(Signed)

Date:

Date:

EXHIBIT A to Timberland Services Agreement – MAIN – TSA - 426
Professional Services and Payment Schedule

- I. Services** – AFM agrees to perform the following forest management services for Client.
- * Prepare a timber harvest plan (“plan”) in order to manage the timber sale in an environmentally sound manner meeting the Client’s forest management objectives. The plan shall, at a minimum, be consistent with any federal, State, or local laws or regulations in effect at the time said plan is developed.
 - * Perform field work for obtaining necessary permits.
 - * Prepare maps, permit applications and necessary paperwork in preparation of timber sale.
 - * Provide price reviews, negotiating and marketing of any harvested timber.
 - * Prepare timber sale contract.
 - * Solicit road construction bids.
 - * Solicit logging bids.
 - * Prepare service contracts with road construction contractors.
 - * Prepare service contracts with logging contractors.
 - * Negotiate with wood processing mills and markets to sell harvested timber from the Property on behalf of the Client.
 - * Provide one weekly site inspection while timber harvesting in progress and one post-harvest inspection.
 - * Provide its Timber Security System to monitor timber harvesting activities on the Property.
 - * Provide harvest management services including logging service contract administration, logging site inspections, weekly payments, financial summaries, and accounts receivable tracking reports.
 - * Deposit timber sale revenues in an AFM managed wood flow account utilized to compensate logging, trucking, and processing service providers. Harvesting service costs will be paid to harvest contractors from the wood flow account on a per unit basis after receiving payment from the receiving mills. Client will receive a periodic account summary upon request or at final settlement. Client will receive the cash amount of net timber revenue (timber sale revenue less service costs) minus AFM compensation for all timber cut and sold from the Property.
 - * Client will be responsible for all federal, state and local taxes.
 - * Prepare a three year harvesting and road construction plan
 - * Perform a timber inventory for the Ted Jones Lot
 - * Perform a timber type mapping for the Ted Jones Lot
 - * Prepare a forest management plan for the Ted Jones Lot
 - * Prepare an updated forest management plan for the Public Lot
 - * Create updated GIS files
- II. AFM Compensation:** Client agrees to pay AFM for services per the following schedule.
- * Client agrees to pay AFM \$ **3,200.00** annual fixed management fee to be paid on a quarterly payment schedule of \$800 per quarter
 - * Client agrees to pay AFM **15%** of the net revenue for all timber sold from the property.
 - * Upon completion of all services to be paid from Timber Escrow Account
- III. Term:** The term of this Exhibit will be for the dates noted in the agreement or from the date of execution until **December 31, 2024.**
- IV. Client Authorization:** Client hereby warrants the following.
- * Client has fee simple title for the Property or has the authority to execute this Agreement on behalf of the entity which has fee simple title of the Property and that information provided relative to the Property is accurate to the best of the Client’s knowledge. Client further warrants that it has fee simple title to the timber on the Property free and clear of any liens or Client hereby warrants that it has the authority to sell the timber on the Property on behalf of the entity which has fee simple title of the timber free and clear of any liens.
 - * Client agrees to AFM acting as agent for timber sales and negotiations with markets for this agreement.

Town of Carrabassett Valley
Date:

American Forest Management
Date:

**EXHIBIT B to Timberland Services Agreement – MAIN – TSA - 426
Property Map**



Forest Property Map

Forester: AFM
Town(ship): Carrabassett Valley
Purpose: Location Map
Date Prepared: January 2013

