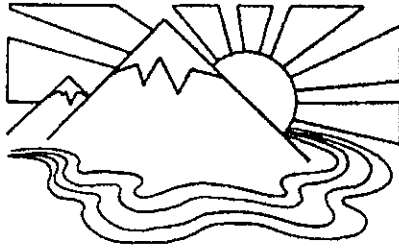


Agenda
Carrabassett Valley Select Board Meeting
4:30 p.m. Monday August 8, 2022 at the Town Office



The Town 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.

Join Zoom Meeting:

<https://us02web.zoom.us/j/5312682243?pwd=TGxrUEExKcXdqQTdlZUZhYUVteG5GZz09>

If you need to "phone in":

Dial by Phone – 1-929-205-6099 US (New York)

Meeting ID: 531 268 2243

Passcode: 04947

Review and sign Payroll Warrant #29 for \$53,298.83 dated 7/22/22

Review and sign Town Expenditure Warrant #30 for \$231,877.84 dated 7/22/22

Review and sign Payroll Warrant #31 for \$53,139.15 dated 8/5/22

Review and Sign Town Expenditure Warrant #32 for \$115,700.94 dated 8/5/22

1. **APPROVE THE MINUTES OF THE PREVIOUS SELECT BOARD MEETING** (July 11, 2022) attached.
2. **To hear a presentation from Bruce Albiston, Adaptive Center** – Bruce will be making a 10 minute presentation to the Select Board on the programs and projects the Adaptive Center is working on.
3. **Meeting with Bob Carlton, County Commissioner** – Commissioner Carlton was recently appointed to the County Commission when another member resigned because of poor health. Mr. Carlton represents Carrabassett Valley along with the northernly portion of Franklin County.
4. **The Select Board of Carrabassett Valley hereby approves the submittal of a Recreational Trail's Grant through the Bureau of Parks and Lands Recreational Trail's Grants Program for trail development and the installation of approximately 2.7 kilometers of snowmaking equipment to the existing Nordic Trail network** - As directed by the Select Board, Deb Bowker is writing a grant to cover a portion of the cost of installing snowmaking at the Outdoor Center. It is likely that when the Board meets, we will recommend that we wait to submit the application in the next round. Deb and I are meeting after the agenda is sent out and will have a recommendation for the Board when you meet.
5. **To appoint a committee to review the issue of mountain bike guiding on town owned property and to make recommendations to the Select Board on or before 1/1/22.** Deb and I are recommending that the Select Board appoint a committee made up of the following to review the issue of mountain bike guiding on Town property and to make a recommendation to the Select Board regarding any action the Town should consider.

Proposed Committee Members

Ed Gervis or other rep from the Mountain Bike Trail Coalition Wolfe Tone or other MH&T Rep
Tom Butler – or other Sugarloaf rep Select Board Member
Bob Duport – Recreation Committee Deb Bowker - Staff
Town Manager - Staff

6. **To authorize the Town Manager to sign a “Location Agreement” with Dorsey Pictures LLC and Scripps Networks LLC that lays out the agreement between these companies and the Town of Carrabassett for renovations they are planning to do on a cabin that is owned by the University of Maine Outdoor Club but is located on Town property and leased to the Club.** – The University of Maine Outdoor Club reached agreement with the Cabin Masters to make renovations to a cabin they own that is located on Town property. The company that is doing the work is requiring the Town to enter into the agreement that is included in your packet because the Town owns the underlying property.
7. **To authorize the Town Manager to sign an easement with Central Maine power for the installation of an electrical service and transformer at the Airport** – The attached easement will allow CMP to install the equipment necessary to provide power to the hangers at the airport. This improvement is part of the taxi way project.
8. **To approve a Memorandum of Understanding (MOU) between the Carrabassett Region Chapter of the New England Mountain Bike Association, Maine Huts and Trails, Sugarloaf Corporation and the Town** – Included in your packet is a proposed MOU with the groups mentioned above. This MOU is an update of the one currently in place. I spoke with Ed Gervais, the current Chair of the Committee. This MOU has been in process for some time and Dave participated in the updating and was in agreement with the changes. Most of the changes have to do with governance such as how many representatives each group has and how they are appointed.
9. **To get Select Board Feedback on a proposed Town Seal** – Wendy has been working with an artist who has provided her with several ideas for a Town Seal. I have included a black and white copy with the packet. I will bring color copies to the meeting.

INFORMATIONAL:

New State Tax Program - During the most recent session, the Legislature passed L.D. 290 - “An Act To Stabilize Property Taxes for Individuals 65 Years of Age or Older Who Own a Homestead for at Least 10 Years.” This new law allows certain senior residents to stabilize, or freeze, the property taxes on their homestead. An applicant must be at least 65 years old, a permanent resident of the State, and must have owned a Maine homestead for at least ten years. As long as the individual files an application each year, the tax on their homestead is fixed at the amount assessed in the year prior to the initial application. Eligible residents may transfer the fixed tax amount to a new homestead, even between municipalities. The State will fully reimburse municipalities for lost revenue. The law goes into effect on August 8, 2022, and applies to property tax years beginning April 1, 2023. We have made copies of the applications and they are available at the counter. I will include a write-up about the program in the annual newsletter.

Annual Newsletter – Wendy and I have starting putting together the annual newsletter and hope to have it out by Homecoming. We are following the format used by Dave in the past. Your suggestions for articles would be appreciated.

Meeting with Chief Francis – Lloyd and I met with Chief Francis, Ambassador Dana, and others on 8/4 to talk about the status of the trails and ways the Town and Tribe could collaborate. The meeting lasted about 40 minutes and was very productive. We learned that the Tribal Council will be visiting CV in August to learn more about the Town and to discuss the future use of their land here. We saw this as a very positive development. The Chief told us that they would not be making any decisions until fall.

TOWN OF CARRABASSETT VALLEY
MINUTES OF THE SELECTMEN'S MEETING
JULY 11, 2022

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

Others Present: Mark Green Sue Davis
 Mark Schwarz

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

Payroll warrants #25, #27 and #28 in the amounts of \$34,924.0, \$41,268.17 and \$28,639.09, respectively, were reviewed and signed by the Select Board.

Expense warrant #26, in the amount of \$130,332.35 was reviewed and signed by the Select Board. Karen Campbell inquired about two expenditures for clarification. Mark will get the detail on each and follow-up with the Select Board.

The Minutes of the June 27, 2022 Meeting were reviewed. Lloyd Cuttler made a motion to approve the minutes as written. Jay Reynolds seconded the motion. Motion approved.

There has been a request from an individual to offer guide services to Mountain Bikers, using the Town-owned trails. Bob Luce noted that this is the second time this type request has been raised. The Select Board needs to consider which trails are of interest, since Sugarloaf leases the facility at the Outdoor Center. There are also insurance concerns that need to be discussed. At this time, the matter has been tabled, but the Select Board acknowledges that the request may come up again, and it would be prudent to have policies and possibly a fee-structure in place. Mark Green will discuss this with Deb Bowker for a future meeting's discussion.

Bids for the 2022 Mowing at the Airport Clear Zone were reviewed. Mark Green opened the bids this morning. There were two received. The low bid was received from Peter Gorman. John Beaupre made a motion to accept his bid. Lloyd Cuttler seconded the motion. Motion approved.

The Memorandum of Understanding (MOU) between Carrabassett Valley and the Towns of Coplin, Eustis and Kingfield was reviewed. This MOU is regarding the Regional Housing Committee. All four communities' select boards have approved the MOU at this time. The next steps will be finding land, constructing buildings (as deemed appropriate) and also securing financing. The Committee meets tomorrow morning, and things will move forward. John Beaupre said there has never been a collaborative effort such as this, and the energy has been great. The Committee is very grateful for the

cooperative spirit of the Towns. Jay Reynolds made a motion to approve the MOU on behalf of Carrabassett Valley. Karen Campbell seconded the motion. Motion approved.

Mark Green reviewed the 2022 Work Plan and updated the Select Board on the status of each item on the plan. Notable items on the list were updated.

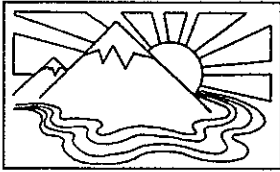
- Lloyd Cuttler updated on the land use agreement with the Penobscot Indian Nation. He has reached out to Jared Golden's office to bring him up to speed with the matter. The State Legislature does not resume session until October.
- The skating rink will be considered a student project for the University of Maine's Engineering Department. Mark will provide more information as it becomes available.
- John Beaupre reported that the Golf Course improvements are still in review with the DEP. The Greens Committee will meet again in the first week of August.
- The Comprehensive Plan process has been stalled somewhat, since no bids were received. Bid requests will go out again in August.
- Taxi lane project at the Airport is wrapping up. It looks very good!
- Mini fire truck is on order.
- Trail bridges project is complete.
- Outdoor Center roof project is complete. Sugarloaf is scheduling their work for the summer. Staining will be done with the Golf Course Club House at the same time. Jeff Jacques has been hired for the carpentry work.
- The Community Resilience grant of \$40,000 has been received. The State is going to be at Sugarloaf to inspect the electric chargers.
- Bike Trail mini excavator is here, which was purchased with the grant money. The work on the Wyman trails section is underway.
- Forest Management work on the Public Lot is scheduled to start at the end of July.

Karen Campbell reported that plans for the Summer Festival are coming along well!

The next meeting is August 8th.

Respectfully submitted,

Lynn Schnorr



TOWN OF CARRABASSETT VALLEY

Deborah A. Bowker
Director of Recreation
E-mail: dbowker3@roadrunner.com

Resolution/ Vote of Legislative Body of Membership

"The Board of Select of Carrabassett Valley voted on August 8, 2022 in favor of applying for a Recreational Trail's Grant through the Bureau of Parks and Lands Recreational Trail's Grants Program for trail development and the installation of approximately 2.7 kilometers of snowmaking equipment to the existing Nordic Trail network.

The vote was (fill in vote of board) in favor of applying for the grant.

Dated: _____

Signatures:

Selectperson: Robert Luce, Chair: _____

Selectperson: Karen Campbell: _____

Selectperson: John Reynolds: _____

Selectperson: Lloyd Cuttler: _____

Selectperson: John Beaupre: _____

Witness: Mark Green, Interim Town Manager _____

Telephone: 207-491-0685
1001 Carriage Road Carrabassett Valley, Maine 04947

LOCATION AGREEMENT

DATE: _____
NAME: _____ ("Owner")
ADDRESS: _____
PHONE: _____
EMAIL: _____

1. Owner hereby grants to Dorsey Pictures LLC ("Producer") and **SCRIPPS NETWORKS, LLC** ("Company") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at _____ (the "Property") for the purpose of photographing and recording certain scenes in connection with a program tentatively titled "**Maine Cabin Masters**" (the "Program") during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. Owner hereby grants to Producer and/or Company the right to initially enter and use the Property on the days and hours as stated below (the "Filming Date(s)"). Owner acknowledges that the Filming Date(s) may be approximate. Owner shall not unreasonably withhold or delay its consent to any additional changes to the Filming Date(s) set forth below.

Date(s): Commencing on or about _____, 2022 and continuing through on or about _____, 2022

Hour(s): Commencing on or about _____ and continuing through on or about _____

In the event that, at any time prior to or during the Filming Date(s), (i) an outbreak of COVID-19 or other infectious disease or illness and/or any such other event outside of Producer's and/or Company's control ("Event of Force Majeure") and/or (ii) any action by a government authority in response to any such Event of Force Majeure, does or will materially affect Producer's and/or Company's ability to use the Property pursuant to this Location Agreement, and/or impact the ability of key talent for the Program to appear at the Property and/or render required services in connection with the Program, then Producer and/or Company will notify Owner if Producer and/or Company will need to reschedule Producer's and/or Company's use of the Property. Once notified, Owner, Producer and Company shall work together in good faith to reschedule the Filming Date(s).

2. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials." Owner acknowledges that Producer and/or Company shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials which shall be and remain vested in Producer and/or Company. Without limiting the generality of the foregoing, Producer and/or Company shall have the irrevocable right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media (now known or hereafter invented) in connection with the Program, Company or otherwise, including without limitation, for advertising and promotional purposes. Notwithstanding Producer's and/or Company's ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Owner shall retain ownership of all Owner's trademarks and logos ("Owner's Marks") as may be incorporated in the Materials. Producer and/or Company may use Owner's Marks (either orally or visually) as well as any copyrighted works located on the Property that are owned and/or controlled by Owner in and in connection with the Materials, the Program and in connection with the distribution, exhibition, advertising and exploitation of the Program, by any means or media (now known or hereafter invented) in perpetuity, throughout the world. Neither Owner nor Owner's representatives shall use Producer's and/or Company's or any of Company's affiliated companies' names, logos, trademarks or other proprietary marks in any manner without Producer's and/or Company's prior written approval.

3. Producer and/or Company may place all necessary facilities and equipment on the Property and agree to remove the same after completion of its use. Owner shall not unreasonably withhold its consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this subsection. Producer and/or Company will use reasonable care to prevent damage to the Property and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or

persons resulting directly from any act of gross negligence on Producer and/or Company's part in connection with Producer and/or Company's use of the Property.

4. Neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer and/or Company or any other party arising out of any use of the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In the event of any claim by Owner against Producer and/or Company, Owner shall not be entitled to seek a rescission or any injunctive or equitable relief in connection with any breach or alleged breach of this Location Agreement, and Owner's only remedy in the event of a breach shall be to seek damages. Owner may not seek to enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Program. This paragraph shall survive the termination or the expiration of this Location Agreement

5. Producer and/or Company may at any time elect not to use the Property by giving Owner written notice of such election, in which case, neither party shall have any obligation hereunder. Owner further acknowledges that Producer and/or Company is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise.

6. Owner acknowledges that Producer and/or Company is photographing and recording such scenes in express reliance upon the foregoing. Owner represents and warrants that (a) the undersigned has all rights and authority to enter into this Location Agreement and to grant the rights granted hereunder and that no other authorization is necessary to enable Producer and/or Company to use the Property for the purpose herein contemplated, (b) Owner has taken all reasonable precautions within its ordinary course of business to maximize safe conditions of the Property, in advance of Producer's entry on the Property on the Filming Date(s) and (c) any associated or third party's trademarks, servicemarks, products, related names, logos and trade names that are located or visible on the Property and not fully owned by Owner, are cleared for use by Company as incorporated in the Materials and that Company's use of the Materials in the Program will not infringe any third party's rights in such marks.

7. All provisions hereof concerning the Materials, the Program and the potential inclusion of the Property in the Program shall be kept strictly confidential by Owner and Owner's representatives. Neither Owner nor Owner's representatives shall issue any press releases or public statements about Producer, and/or Company or the Program (including the potential inclusion of the Property therein) without Producer's and/or Company's prior written permission. Neither Owner nor Owner's representatives shall use Producer's and/or Company's or any of their affiliated companies' name, logo, trademark or other proprietary mark in any manner without Producer's and/or Company's prior written approval.

8. This is the entire agreement and supersedes all prior understandings between the parties relating to the subject matter herein. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Owner, and Owner's, successors, parents, licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect Producer's and/or Company's rights in the Materials. This paragraph shall survive the termination or the expiration of this Location Agreement. Producer and/or Company may assign its rights in the Materials and/or Program, in whole or in part, to any individual or entity, without restriction.

9. This Location Agreement shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution. Owner hereby submits to the jurisdiction of the state and federal courts of the State of New York, New York County, to resolve any dispute arising out of or resulting from this Location Agreement. Owner shall not raise, and hereby waives, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction, or the sufficiency of service of process.

ACCEPTED AND AGREED TO BY OWNER:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Easement
Underground Line

Town of Carrabasset Valley, a with a mailing address of 1001 Carriage Road, Carrabasset Valley, ME, 04947 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and WEST PENOBSCOT TELEPHONE & TELEGRAPH COMPANY DBA TDS Telecom, with a mailing address of Attn: Shane Dorgan, 525 Junction Road, Madison, WI 53717, and their respective successors and assigns (collectively Grantees), with warranty covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of wires and cables, together with all necessary fixtures and appurtenances under a portion of the surface of the land of the Grantor(s) in the City/Town of Carrabasset Valley, Franklin County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 163, Stratton Road AKA Route 16, Carrabasset Valley and extending to include Pole(s)/Pad(s) 163.01, Stratton Rd AKA Route 16, Carrabasset Valley. This easement affects land conveyed to the Grantor(s) in a deed from State of Maine 07/16/1985 Book 843 page 157, dated July 08, 2014, and recorded in the Franklin County Registry of Deeds in Book 3657 Page 38. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

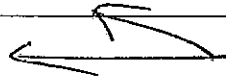
WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on _____,
Signed, Sealed and Delivered in the presence of:

Town of Carrabasset Valley

~~David Cota, Town Manager~~

Mark Green, Interim Town Manager

Robert Luce, Select Board Chair



*Do both need to sign or
can we do it?*

State Of

County Of

The above-named _____, personally appeared before me this _____ day of _____, _____ and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Town of Carrabasset Valley.

Notary Public/Attorney
Printed Name:
My Commission Expires:

Company Data

CENTRAL MAINE POWER COMPANY
83 EDISON DRIVE
AUGUSTA, ME 04336-0001
USA

Quote



CENTRAL MAINE
POWER

0250059986

1/1

Customer Data

TOWN OF CARRABASSETT VALLEY
1001 CARRIAGE RD
CARRABASSETT VALLEY, ME 04947-5328
USA

Service Location:

TOWN OF CARRABASSETT VALLEY
1220 CARRABASSETT DR
CARRABASSETT VALLEY, ME 04947
USA

Quote

Quote Number: 0882931022001431
Quote Date: 07/15/2022
Customer Number: 0001388885-0001388885
Description: 1 PHASE COMMERCIAL UPGRADE

Work Order: 801000478737
PO Number: 10300478737

Description

Description	Amount	Tax Amount
Labor		
Material	1,991.61	0.00
Vehicle	493.81	0.00
	252.43	0.00
Quote Charge	2,737.85	
Amount Due	\$2,737.85	
		Tax Charge 0.00

ONLY PAYMENTS ARE TO GO TO THE ADDRESS BELOW. **DO NOT OVERNIGHT PAYMENT** SENDING OVERNIGHT OR INCLUDING ADDITIONAL DOCUMENTS WILL CAUSE DELAYS. ***PAYMENT IN FULL IS REQUIRED*** INCLUDE STUB WITH YOUR CHECK AND MAIL TO BOSTON.

Payment Method

Work will not be scheduled until payment is received. The estimate is valid for 90 days from the quote date. Request for additional design changes may require a new estimate. If you have any questions regarding this quote, please call 1-800-750-4000.

For check please detach and return this stub with payment in enclose envelope.



CENTRAL MAINE
POWER

TOWN OF CARRABASSETT VALLEY
1001 CARRIAGE RD
CARRABASSETT VALLEY, ME 04947-5328
USA

CENTRAL MAINE POWER COMPANY
PO BOX 847811
BOSTON, MA 02284-7811

Quote Number
0882931022001431
Customer Number
0001388885-0001388885
Amount Due
\$2,737.85
Amount Paid
\$

Do not write below this line

Sacha has paid this 7/29/2022
93100882931022001431000000273785

JULY 2022



MEMORANDUM OF UNDERSTANDING

The Town of Carrabassett Valley
Carrabassett Region Chapter of the New England Mountain Bike Association
Maine Huts & Trails
Sugarloaf Corporation

INTRODUCTION AND CONTEXT

While mountain bike trails have existed in the Carrabassett Region for several decades, a concerted effort to build a much expanded and sustainable destination trail network began in 2011 through efforts of the newly formed Carrabassett Region of the New England Mountain Bike Association (CRNEMBA) and the Town of Carrabassett Valley. Maine Huts & Trails (MH&T) and Sugarloaf Corporation joined these efforts shortly thereafter, laying the groundwork for the Carrabassett Valley Trails Committee and the collaborative efforts that have created the largest mountain bike trail network in the State of Maine and one of the very few true destination trail networks in the Northeast. Significant financial resources have been raised from within the community and from outside sources to support the construction and maintenance efforts necessary to create and operate the network. A Professional trail crew, partner donations of labor and equipment, and substantial efforts by dedicated volunteers have made Carrabassett Valley Trails (CVTrails) a reality.

It must also be acknowledged that CVTrails is made possible by the landowner permissions that have generously been granted by, and to, each of the parties to construct and maintain trails in the Carrabassett Region.

This MOU intends to outline a working framework for the four Carrabassett Valley Trails Committee (CVTC) members to continue their collaborative work with the common goal of developing and maintaining a world class mountain bike trail system that promotes the interests of the Carrabassett Region and the four parties.

STATEMENT OF INTERESTS

Each of the CVTC members has a long history of demonstrated commitment to the Carrabassett region community. While this commitment clearly extends to CVTrails, each member also has interests specific to their organization.

- The Town of Carrabassett Valley seeks to support year-round recreational activities that propel the local economy and that provide a wide array of benefits to its residents, property taxpayers, guests and businesses.
- CRNEMBA's mission is to create an exceptional mountain biking experience for all ages and ability levels, a strong and vibrant mountain bike community, and a culture of trail stewardship with a world-class trail system that promotes and supports the sport of mountain biking, our NEMBA Chapter, and the local economy.
- MH&T interest is to stimulate additional business activity for their Huts, their programs and the surrounding community, particularly in the summer and fall seasons and to promote mountain biking and related trail development.
- Sugarloaf seeks to develop mountain biking as a year-round economic driver for both Sugarloaf and the surrounding communities, support sustainable trail development to ensure the long-term viability of mountain biking in the area, and develop products, activities, and events that stimulate investment and increased visitation in all seasons.

VISION STATEMENT

The Town of Carrabassett Valley, CRNEMBA, Maine Huts & Trails, and Sugarloaf are committed to creating a world-class mountain bike destination in Carrabassett Valley and the surrounding area. We are working together to develop a mountain bike trail system of exceptional quality, sustainability, and diversity for the enjoyment of residents, property owners and riders that travel to our area. Our planning goals are to:

- Continue construction of new trails and maintain the extraordinary trails we have in place in order to remain at the fore-front of regional and national trail systems,
- Promote the trail system and the unique riding experience we offer in order to foster a vibrant community and economic activity aligned with the interests of each partner organization,
- Seek input from the community and ridership to guide us in the planning process,
- Ensure that our plans account for riders of all abilities and ages, and
- Recognize the importance of planning for the sustainability of our efforts.

We recognize that the interests among the partner organizations may not always entirely align and pledge to work together openly and respectfully for the benefit of all.

AGREEMENTS OF PRINCIPLE

Through this Memorandum of Understanding, CVTC partners agree to the following principles that guide the Committee's operation and objectives.

Commitment

Each of the partners pledges their general commitment to the continued collaboration necessary to develop and operate a trail network that provides a safe and fun riding experience for all levels of riders. However, no partner is under any obligation to commit financial or other resources, or to be otherwise involved, with any specific project or activity.

Representation

Each of the four CVTC partners may nominate three representatives to participate as voting members of the committee.

Committee Leadership

Committee members shall vote, at least annually, to select a Chairperson from the committee to guide the committee in setting meeting schedules and agendas.

Meetings

Meeting shall be scheduled by the chairperson as necessary to carry out committee objectives. The chairperson shall endeavor to accommodate individual CVTC member schedules.

Decision Making

While the CVTC strives for consensus in its decision making, decisions for which a consensus cannot be reached shall be resolved through majority vote by the four partners.

Subcommittees

The chairperson, or any other committee member, may propose subcommittees to address specific challenges or initiatives. Each subcommittee shall require authorization by the full committee and have a chairperson responsible for managing subcommittee activities and reporting to the full CVTC.

Trail Access

Until such time as it is determined that a trail-use fee system is desirable to generate operating or trail development revenues, all parties agree that access to the mountain bike trail network will be free of charge. This agreement will not prohibit CRNEMBA, MH&T, Sugarloaf, or the Town of Carrabassett Valley from soliciting donations from users to assist with trail development.

Trail Development Priorities

The initial focus of trail development was the creation of both mountain bike specific, and multi-use backcountry trails, in the immediate area of the Sugarloaf Outdoor Center (Town public land) and MH&T's Poplar Stream and Stratton Brook Huts. Much has been accomplished through extensive collaboration of the parties and other contributors. Recently, the focus has begun to shift beyond those areas to include the development of trails in the area known as the Jones lot (Town public land) to the southeast, and to the Stoney Brook area on State lands to the northwest. Sugarloaf, largely through its own initiative, has begun efforts to add gravity trails to the network offering as well.

Future trail development shall seek to:

- Provide a mix of beginner, intermediate and expert options that reflects the preferences of the trail ridership.
- Use construction techniques and strategies consistent with the intended use of the trail.
- Offer the best possible riding experience, regardless of difficulty level.
- Construct trails that are environmentally sound and sustainable.

The CVTC shall endeavor to maintain a planning document summarizing overall trail plans in order to support discussion and decision-making regarding trail priorities, funding, etc.

Trail Construction Standards:

Trail construction techniques and standards may vary to account for specific trail objectives (e.g., single track vs. connector, vs. gravity) and available resources. However, in general, trail construction should be of the highest quality possible and adhere to the latest best practices as established by industry groups such as the International Mountain Biking Association (IMBA). In all cases trail quality should be consistent with the surrounding network to provide a coherent riding experience.

Promotion/Marketing

Through a process of community and partner input, and professional consultation, the trail network has been named Carrabassett Valley Trails. Each party agrees that all promotional efforts will recognize and acknowledge all parties in all promotional and informational displays, publications, etc. specific to mountain biking. It is agreed that all parties will determine if and how to develop a marketing and promotional plan that best achieves the mutual goals for all parties with respect to mountain biking for the Carrabassett Region. Past practice has been that the Club has funded the annual mountain bike trail map and MH&T has funded their own trail system map (their trail system covers all of their huts and trails and is also used for cross-country skiing).

Funding

Current and past practice has been for the Town to provide funding for trail projects on the Town's Public Lot and for the Town, Club and MH&T to request matching funds from the Town's Recreational Endowment Fund to match Club and/or MH&T funding or grant funding to complete desired trail development projects. The Town's focus with Club and MH&T funds has been to use the Recreational Endowment Funds to match funding for projects outside the Town's Public Lot. However, decisions must remain flexible to determine the best utilization of this matching funding.

Maintenance

As the trail system expands and ridership increases, it is imperative that continued substantial investment be made in trail maintenance. Trails will be maintained in the highest standard possible given staffing, funding and practical considerations. It is the goal for all parties to participate in this effort. Both the Club and MH&T continue to donate significant volunteer hours in this effort. An annual maintenance plan with recommended funding will be approved annually by the Committee and the parties involved

PARTNER AGREEMENT

The respective representatives of each hereby agree in principle to this MOU with the understanding that its purpose is to outline the framework to mutually work together to create and maintain the 'Carrabassett Region Trail System' with the understanding that the parties are not committed to any obligation or financial commitment to commit resources or to be involved with any trail development project they wish not to participate in. It is the intent that the parties review this understanding annually and make revisions as mutually agreed. Any party may opt out of this MOU upon written notification to the other parties.

Town of Carrabassett Valley

Dated: _____

CRNEMBA

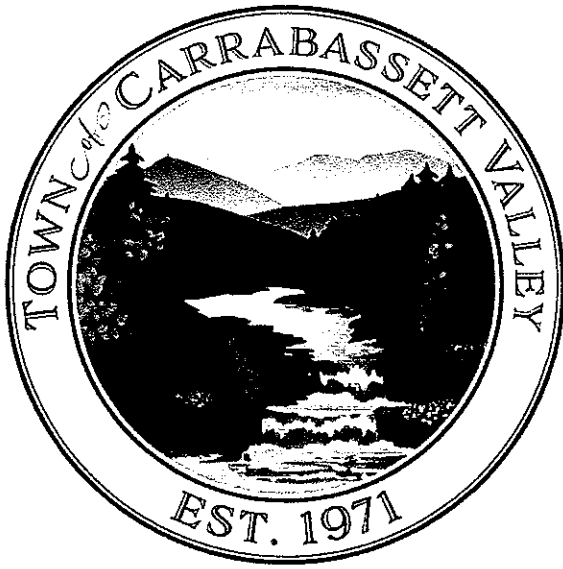
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Sugarloaf Mountain Corp.

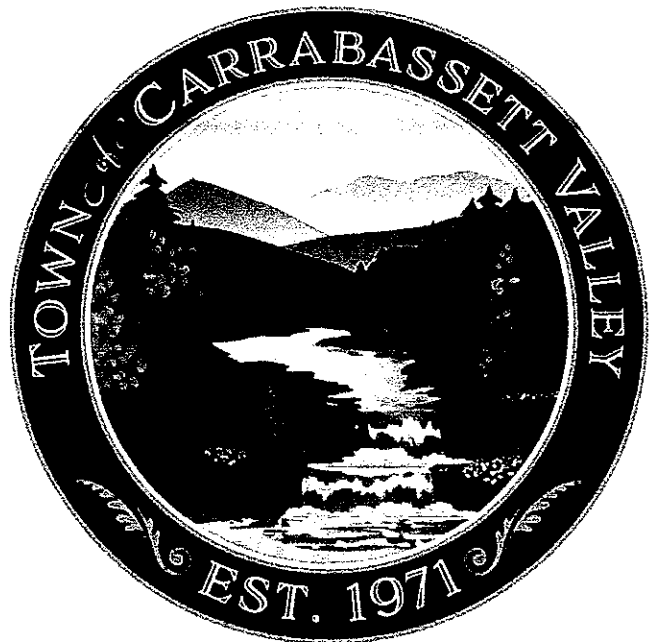
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Maine Huts & Trails

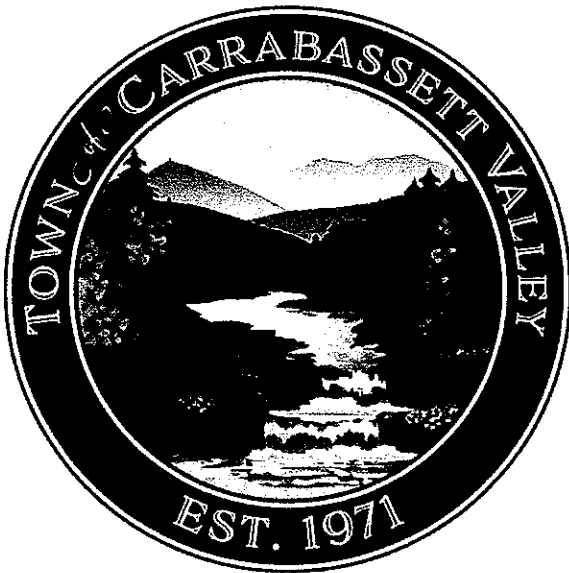
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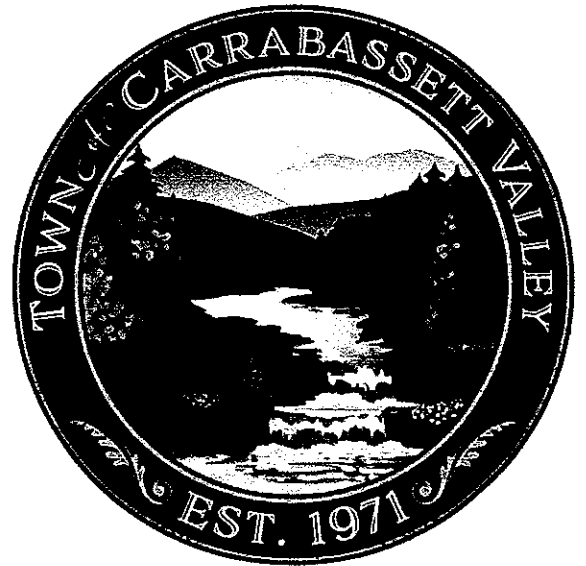
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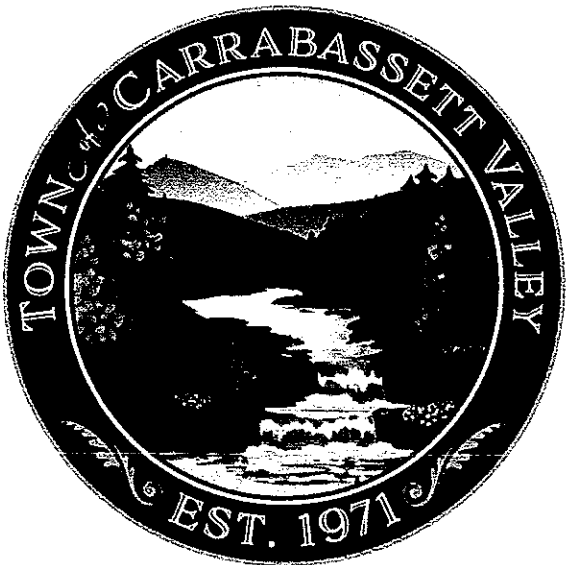
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