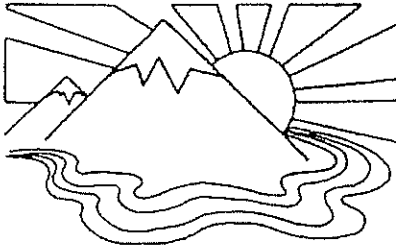


**Carrabassett Valley Select Board Meeting
4:30 p.m. Monday July 31st, 2023 at the Library**



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=TGxrUExKcXdqQTdlZUZhYUVteG5GZz09>

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 Warrants: #30 (\$51,459.04)

Review and sign Expenditure Warrants: #29 (\$66,335.29) & #31 (\$105,196.13).

AGENDA:

1. MINUTES of the previous meeting (July 10th, 2023) are attached.

2. RECOMMENDATION REGARDING THE PROPOSED U.S. FISH AND WILDLIFE SERVICE REFUGE IN THE HIGH PEAKS REGION: Please see letter and email from Bob Carlton who is helping to lead the opposition to this proposal. The coalition of opponents to this proposal are asking communities in the "High Peaks Area" if they wish to take a position against this proposal. Also, please see email from Nancy Perlson who has been contracted by the USFWS to assist in their process. We have also attached an email train of related information that we have collected that is relevant to this issue. We are also speaking with members of the Erroll community (representatives of the snowmobile and ATV clubs and a Select Board member and will briefly pass that information along at the meeting. From what we have been able to determine so far, snowmobile trails are allowed in the Umbagog Refuge and ATV trails are generally not allowed. Hunting and fishing are allowed with restrictions (no lead ammo). As you know, we (the Town) held a relatively well attended public informational meeting regarding this proposal on July

10th. Does the Board wish to take a position on this issue at this time? We anticipate that interested parties will either be present at this meeting or will be on zoom.

3. SALE OF TOWN OWNED "ABUTTING LAND" TO ROUTE 27 PROPERTY OWNER JIM THIBODEAU (Tax Map 9, Lot 75). As was approved by the Town in 2007, the Select Board has been approving the sale of up to 5,000 sq. ft. of land of the Town's original Public Lot land to abutting land owners on Rt. 27 to make their lots "conforming" to the Town's land use ordinances. See attached 2007 letter and map (Jim's lot is lot 75).

The last land parcel sold was in 2022 for \$3,500 plus attorney and survey fees (whatever is necessary to establish a deed description), the State of Maine Transfer taxes and the recording fees. (A possible suggestion might be to increase the \$3,500 by inflationary increases for 2022 and 2023 which would bring the purchase price to \$3,795?).

4. CHANGE IN THE TOWN'S NET ENERGY BILLING (SOLAR POWER) CONTRACT: In June of 2021 the Town signed a Net Energy Billing Agreement (subscription agreement) with Green Lantern Development, LLC that, when their solar farm was to be constructed and operational on the Sanitary District land, would provide the Town with credits on the Town's three largest electric bills (AGC, Library and Town Office) in the amount of a 18% discount (the total annual bill for the three facilities is now approximately \$20,000). Novel Solutions has now purchased the solar farm lease (and the Net Energy Billing (NEB) solar system). At the same time, the PUC has changed the program type of NEB's so that we are no longer eligible under the original subscription agreement. However, Novel Solutions is offering to resign the Town to a NEB "Tariff program" in a project in Skowhegan that, when operational, will provide the Town with an 18% discount for the three electricity accounts (roughly an annual savings of \$3,600). Connor McCarthy representing Novel Solutions could be available "on zoom" at the meeting to explain this proposal and answer any questions the Board may have. Please find attached a copy of a summary he provided, and a copy of the first three pages of the proposed Novel Energy Solutions subscription and a copy of the disclosure form.

5. CONSIDER APPROVAL OF A NEW AIRPORT HANGAR LEASE TO SUNITA AND MICHAEL WILLIAMS: The former lessee of Lot 15 (one of the three new hangar lots on the north end of the hangar area (see lot 15 on the attached map) has decided not to pursue this lease. We have recently received interest from Sunita and Michael Williams who own property near Philips. They own a plane and are pilots and are very interested in securing this lease (they have forwarded a \$3,000 deposit as was required in this process). Airport Manager, Tom Wallace, will be present to discuss this. The Williams have been in touch with contractor building the other two hangars adjacent hangars (lots 16 & 17) and will build similar hangars. A copy of the proposed lease is attached.

6. REQUEST FOR LEGAL EXPENSES TO PURSUE APPARENT LAND USE VIOLATIONS ON MAP 13, LOT 1 (4040 Carrabassett Drive near the Transfer Station): There are apparent code violations on this lot consisting of: Lack of building permit and exceeding allowable structure expansion on a non-conforming lot. The Code Enforcement Officer sent a violation and corrective action

notice (certified mail) to the three property owners and we have not received a response. While we are certainly willing to work with the owners, legal action may be required to take corrective action. See attached letter to the property owners.

7. ANNUAL MAINE MUNICIPAL ELECTIONS: We'll supply the ballot at the meeting.

8. INFORMATIONAL: Carrabassett Valley Summerfest: Saturday August 4th---see enclosed.

**Minutes of the Select Board Meeting
July 10, 2023**

Location: Carrabassett Valley Public Library—Begin room

Time: 4:30-4:50

Board Present: Karen Campbell, Lloyd Cuttler, Bob Luce, Jay Reynolds

Others Present: Dave Cota, Tim Gerencer, Tim Flight, Sue Davis, Annie Twitchell, Mark Leathers, Tom Cromwell, Bob Carlton, Mike Soboleski, Seth Page, Wolf Tone; several on zoom.

Chair Bob Luce opened the Monday, July 10, Carrabassett Valley Select Board meeting at 4:30. After passing along payroll and expenditure warrants, *the Board approved the warrants and the June 22 minutes, moved by Lloyd, seconded by Karen Campbell and passed unanimously.*

Appointment to Contract Zoning subcommittee

Select Board Members Karen Campbell, Lloyd Cuttler and Bob Luce volunteered to serve on a subcommittee on Contract Zoning with members of the Planning Board to review the latest (May) draft that the Planning Board has worked on in order to move forward an ordinance that would be acceptable for voter consideration. *John Beaupre moved approval of the slate, seconded by Jay Reynolds and approved unanimously.*

2023 Property tax bill and valuation adjustments

Town manager Dave Cota reported that the Town's Tax Assessor Mike Rogers is in the process of committing property taxes and bills to go out soon. In a note to be included with the tax bill, Cota reported that valuations will be increased across all properties over a two-year period to reflect not only the dramatic increase in valuation experienced this year but also the huge (49%) increase in the Town's share of the Franklin County Budget Assessment. Next year's 2024 property valuation increase will employ a more market-specific approach.

The highest valuation increases this year were for Carrabassett Valley, Rangeley and Farmington, in that order.

Those who applied for the State's 'property tax stabilization for senior citizens program' will not see an increase but should be advised that the legislature has repealed this effective at the end of 2023 and plan to provide more targeted (income based) property tax relief in the near future. Cota also noted that the Town has added e-check (\$1.50 charge) and credit card (2.65% charge) payment options as well as paying by check and at the Town office.

Impact from the Jay paper mill closure on County taxes had been minimized by steady devaluation over the years. The County is on a different fiscal year than the Town (July 1 versus calendar year), meaning the 2023 tax bills will reflect one-half the increase, the other half to be picked up next year. The school budget impact was less this year, which helped. Overall, Cota anticipates a tax increase of approximately 8% this year.

Report from State Legislative Representative Michael Soboleski

Representing the State's largest district, 73, which includes Carrabassett Valley, Michael Soboleski reported on major legislation over the last session. He noted attempts to revitalize the Jay Mill for PFAS remediation work, which is currently being done in Madison's former paper mill. He reported 6 such sites in Maine.

He also reported on the failure of legislation on tribal issues in the State, also aware of the impact of the Penobscot Indian Nation's access closures in Carrabassett Valley. He is hopeful that future

legislation will correct that. Cota pointed out that any task force working on the issue needs to include municipal input, whether from Carrabassett or Maine Municipal Authority. Soboleski indicated he has been successful talking with tribal chiefs, which members of the Carrabassett Select Board have not been.

In a new system starting this summer, car owners will receive notice when their vehicle registration is due, helping municipalities that rely on those fees in their budgeting. On the housing issue, Soboleski reported that new 'accessory dwelling unit' (ADU) legislation will allow units up to 190 sq. ft. to be built without municipal approval. This is part of the State's effort to move people out of cities into rural areas. He cautioned allowing the State to move refugees into the community as there is no reversal of such moves.

Soboleski also reported on the Paid Family Leave bill passed and signed in this legislature, noting it is the biggest program ever put in place in the state. An "unfunded forced mandate," the employee and employer split contributions to the fund that supports it. It includes an 'affinity clause,' which allows anyone to take 12 weeks 90% paid leave to do anything for anyone. It is to go into full effect in 6 months. He believes it will be expensive for everyone in the State.

He noted that the 65+ real estate tax stabilization (mentioned above) is being repealed this year for good reason. It will be more targeted, fixing an administrative nightmare.

On the subject of net metering, Soboleski noted that democrats made it happen, that he and all other republicans were against it. The State is using up all the State land they can for solar energy, on which Maine residents do not even have first access, he says. He believes the State is "paying a huge price for it." He is concerned about who will take care of retired panels that will be replaced over time with smaller, more efficient ones. He believes it will all add another 1/3rd to people's bills.

Soboleski is concerned with the Biden's 30 by 30 plan to have 200,000 EVs on the road by 2030, and warned against accepting EV busses, noting that local mechanics will not work on them, that EV mechanics have to wear special gear to repair them. He is also concerned with the 30x30 plan that hopes to put 30% of US land in conservation by 2030.

Bob Luce thanked Soboleski for his report.

To prepare for the following hearing on a proposed wildlife refuge preserve in the High Peaks region, Campbell moved to adjourn, seconded by Lloyd Cuttler and approved unanimously.

After the meeting was officially adjourned, Soboleski mentioned that he is working on a bill that will return the cost of school transportation from communities back to the State.

Respectfully submitted,

Sue Davis, Secretary

Dave Cota

From: Bob Carlton <Bob@freemanridgeforestry.com>
Sent: Friday, July 21, 2023 3:50 PM
To: Steve Stjean; Leanna Targett; Dave Cota; Coplin Plantation (coplinplt_clerk@tds.net); Rangeley Plantation; sandyriver@myfairpoint.net; townclerk@strongmaine.com; townclerk@dallasplantation.com; Joe Roach (townmanager@rangeleyme.org)
Cc: 'Tom Saviello (drtom16@hotmail.com)'; James Cote
Subject: Refuge letter
Attachments: refuge town letter.docx

Greetings, Attached is a letter we have been talking about sending to the congressional delegation. I realize some of your selectboards have already voted on this and you are ready to have your town added to the letter. Some still need to discuss and vote at upcoming meetings. Please let me know where your town or plantation stands so we can add it to the letter. We would like to send this letter along with several others in the upcoming weeks.

There is great momentum in the opposition to this Federal refuge !

Thanks for your support !

Bob

Bob Carlton, LPF 966
Freeman Ridge Forestry
45 Ramsdell Road
Kingfield, ME 04947
(207) 446-6751
Bob @freemanridgeforestry.com

July 11, 2023

Dear Senator Collins, Senator King, and Congressman Golden,

On behalf of the undersigned municipalities, we are writing to you today to express our opposition to the U.S. Fish and Wildlife Service's pursuit of a National Wildlife Refuge in the High Peaks Region.

The area in question is tremendously important to sportsmen and women, our tourism industry, and forest products industry. While we support the conservation of this extraordinary landscape and its wildlife, we firmly believe that the conservation of this area should be accomplished through locally-driven, locally-managed conservation models. Key stakeholders in this region have indicated a genuine interest in continuing conservation efforts, but this needs to be driven by residents, local governments, local businesses, recreational interests and willing landowners- not a federal agency. We believe that Maine should have the right of first refusal when it comes to acquiring conservation land in our state.

We also remain concerned about the process that is being undertaken to make decisions about this proposed national wildlife refuge. Many of the people we represent feel like the decision is a foregone conclusion and that despite a few listening sessions and public meetings, there will be no formal public hearings where evidence to move forward with a refuge can be appropriately weighed and litigated. Further, the process seems rushed with a proposed protection plan likely to be published as soon as this fall. There is further public concern that once the protection plan is published, that local interests will be unable to influence the U.S. Fish and Wildlife Service's final decision about whether or not to proceed. Local communities must have a strong voice in this process, and we hope that the U.S. Fish and Wildlife Service will hear our concerns.

In closing, we ask that you join us in opposing the pursuit of this specific national wildlife refuge proposal at this specific moment in time by asking the U.S. Fish and Wildlife Service to halt their current efforts in this region. We believe that it is critical that the Service hear from you about the concerns you are hearing from stakeholders and constituents in this region.

Thank you so much for your consideration and the work that you do for our state.

Sincerely,

Dave Cota

From: Nancy Perlson <perlson.nancy@gmail.com>
Sent: Monday, July 24, 2023 10:30 AM
To: David Cota
Subject: Select Board Meeting

Hi Dave,

I know that Bob Carlton has been providing letters to Boards of Selectmen and Assessors across the region to get them to sign on to a letter he has drafted to the Congressional Delegation trying to halt the scoping and planning process for the proposed High Peaks national wildlife refuge. His letter and his messaging include many factual errors and misrepresentations. I am reaching out to local officials to ask them to reserve judgement on this proposal until after the planning process is complete and there is an actual proposal which has been developed with significant local input.

We are assembling a Stakeholder Representative Team to engage with the FWS in the planning of this project and many significant local and statewide representatives have committed to do that including teams from Sugarloaf and Saddleback, representatives of the Maine Professional Guides Association and Snowmobile Associations, Professional Logging Contractors of Maine, local government, conservation and recreation organizations, and more.

Does the CV Select Board meet today? Is it at 4:30? Will they be voting whether to sign on to this letter? In my opinion that would be a mistake given that there is not yet a proposal to support or oppose and at this point they are simply siding with Bob's opinion that the federal government is not to be trusted. That seems like a bad message for a Town to be sharing. Also, the letter as drafted by Bob contains so many errors and misrepresentations that it would be wrong to endorse it.

Should I try to attend this meeting? We actually have a virtual meeting with Senator King's this afternoon office including many of our Stakeholder Representatives to try and correct the misinformation that Bob is spreading. I'm not sure if our meeting will be done in time to get to your meeting. Would it be possible to participate in that meeting via Zoom?

Feel free to call me if you want to discuss.

Thanks, Nancy
207-491-1556

From: Bob Carlton

Sent: Thursday, July 27, 2023 4:58 PM

To: James Cote <jcote@bernsteinshur.com>; 'Tom Saviello (drtom16@hotmail.com)' <drtom16@hotmail.com>

Subject: Erroll selectman

Got a call from Erroll's 1st selectman he was very helpful.

Key points

The Refuge grew in size from its initial proposal to over 50,000 acres

They restricted ATV access which kept ATV's from coming into their trail system. Erroll purchased 7500 acres to the tune of 2 million dollars to secure atv access and to keep the refuge from purchasing it

You cannot pick blueberries on the refuge. People have been cited for taking berries.

No payment in lieu of taxes. They give the fire dept \$12000 / year nothing in writing can end at any time. Have seen a loss in tax revenue

No lead shot

No Bear hunting

10 year "public Hearing" happens at their HQ in Mass

Promises made can change with the stroke of a Pen.

The refuge has expanded from Erroll to Upton to Magalloway

Dave Cota has reached out to him and he will contact him.

Bob Carlton, LPF 966

Freeman Ridge Forestry

45 Ramsdell Road

Kingfield, ME 04947

(207) 446-6751

Bob @freemanridgeforestry.com

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hi Paul:

I'm doing some basic research regarding the Erroll N.H. local experience regarding Umbagog. Our Select Board will be meeting on Monday (July 31st) and will be asked if they wish to take a position at this time on the Refuge issue. I talked to the Town Clerk in Erroll who kindly gave me the names of the Select Board and representatives of both the Snowmobile and ATV Clubs. I've left a message for Scott Rineer the Select Board Chair in Errol N.H. and expect to hear back from him soon (I left a message before Bob called him). I'm asking general questions such as the relationship with the Town, payments in lieu of taxes, snowmobile and ATV access issues, hunting and fishing, etc. I talked at length with Charlie Kurtz who as I understand it represents snowmobile trail interests. He was very candid and said that the relationship was not good in the beginning and they had to fight to keep trails but that the relationship is better now and snowmobile trails are allowed. I have a call into Mark Dickson who I understand represents ATV interests (and Real Estate interests?) in that area. I hope to find out his prospective.

Could you please clear up whether ATV trails are allow or not and what restrictions may apply. Also, I received this email below from Bob Carlton and if there are misrepresentations, etc. could you please point them out. I'm trying to provide our Select Board and others with the information I receive as objective as possible. Also, I've placed this issue first on our Select Board meeting agenda for Monday and you can join via zoom at 4:30 p.m. if you wish. The link is below. This email is public information and may likely be provided to our Select Board and meeting agenda. Looking forward to any response you may have. Thank you in advance.

Dave Cota
Carrabassett Valley Town Manager

Join Zoom Meeting:

<https://us02web.zoom.us/j/5312682243?pwd=TGxrUExKcXdqQTdlZUZhYUVteG5GZz09>

If you need to "phone in":

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

Meeting ID: 531 268 2243

Passcode: 04947

From: Bob Carlton <Bob@freemanridgeforestry.com>

Sent: Thursday, July 27, 2023 4:59 PM

To: Dave Cota <towncvtm@roadrunner.com>; Leanna Targett <manager@kingfieldme.org>

Subject: FW: Erroll selectman

Bob Carlton, LPF 966
Freeman Ridge Forestry
45 Ramsdell Road
Kingfield, ME 04947
(207) 446-6751
[Bob @freemanridgeforestry.com](mailto:Bob@freemanridgeforestry.com)

Dave Cota

From: Casey, Paul <paul_casey@fws.gov>
Sent: Friday, July 28, 2023 10:27 AM
To: towncvtm@roadrunner.com
Subject: Re: [EXTERNAL] FW: Erroll selectman
Attachments: Refuge response.docx

Dave here are the responses to Bob's Key Points. I answered these from memory but can provide written documentation if needed.

From: Dave Cota <towncvtm@roadrunner.com>
Sent: Friday, July 28, 2023 10:09 AM
To: Casey, Paul <paul_casey@fws.gov>
Subject: RE: [EXTERNAL] FW: Erroll selectman

Thanks Paul: I've talked with Mark Dickson the local Trail Administrator (snowmobile and ATV) in the Erroll area and I have a call into Clint Savage. My plan is to send the information I hear from those that I talk to in our Select Board Agenda (today I hope). I will send you and other interested parties a copy of my findings, info, etc.

dave

From: Casey, Paul <paul_casey@fws.gov>
Sent: Friday, July 28, 2023 9:32 AM
To: towncvtm@roadrunner.com
Subject: Re: [EXTERNAL] FW: Erroll selectman

Dave, I will need to do some checking on Bob's email. As for the ATV issue. We do not allow ATV use on Umbagog NWR. We do give special use permits to hunters with disabilities to use ATV to access the refuge. We have to do compatibility determinations on all uses on a refuge. One of the criteria is whether the use is provided sufficiently elsewhere. There are trails all around the refuge so we determined it was not needed on the refuge. That is why we did an exchange of land with New Hampshire so those other trails could be built. As far as needing to fight to keep the snowmobile trails open. That fight Charlie mentioned was done during the planning process which we are doing right now in the high peaks. As I said at the meeting we need to know what people want now so we can address it in our planning process. I would also suggest you talk to the NH State Trails. We work with Clint Savage 603-419-9825. He handles funding for trail repair and location. I will get back to you on the Conte thing.

Thanks
Paul

From: Dave Cota <towncvtm@roadrunner.com>
Sent: Friday, July 28, 2023 8:59 AM
To: Casey, Paul <paul_casey@fws.gov>
Subject: [EXTERNAL] FW: Erroll selectman

Response from Paul Casey U.S. Fish & Wildlife Service

Got a call from Errol's 1st selectman he was very helpful.

Key points

The Refuge grew in size from its initial proposal to over 50,000 acres – Yes the refuge did grow in size but it was done through the same public involvement process as the we are going through now. The public was fully engaged in the process.

They restricted ATV access which kept ATV's from coming into their trail system. We do restrict ATV use on the refuge - We did not restrict ATVs from entering the trail system or entering the town of Errol. As a matter of fact, the refuge worked with the state on a land exchange to provide an ATV trail from Berlin to Errol.

Erroll purchased 7500 acres to the tune of 2 million dollars to secure atv access and to keep the refuge from purchasing it - This is incorrect. The Errol town forest was never in the acquisition boundary for Umbagog NWR. Therefore we could not acquire it. Additionally the refuge helped the town secure a \$75,000 FWS grant to purchase the Errol Town Forest.

You cannot pick blueberries on the refuge. People have been cited for taking berries - This is incorrect you can pick blueberries (noncommercially) on the refuge. This is referring to a single parcel which the previous landowner retained the rights to pick the blueberries for the remained of his life. He has passed and that parcel is now open to blueberry picking.

No payment in lieu of taxes. They give the fire dept \$12000 / year nothing in writing can end at any time. Have seen a loss in tax revenue - The town receives a Refuge Revenue Sharing payment every year. I is probably not as much as they may have collected in taxes.

No lead shot - No lead shot is restricted for small game and waterfowl only.

No Bear hunting - As stated in the public meeting Bear hunting is open on the refuge. We do not allow Bear baiting.

10 year "public Hearing" happens at their HQ in Mass – Our Comprehensive Conservation Plan held public meeting in Errol, NH – Concord, NH – Newry, ME and Augusta, ME.

Promises made can change with the stroke of a Pen - Significant changes to an agreed upon plan would be a significant federal action requiring an environmental assessment through NEPA.

The refuge has expanded from Erroll to Upton to Magalloway – When Umbagog NWR was established it included lands in Upton and Magalloway.

Dave Cota has reached out to him and he will contact him.

July 12th, 2007

Re: Purchasing abutting land from the Town of Carrabasset Valley

Dear:

You are being contacted because you own land on Rt. 27 in Carrabasset Valley that abuts the Town of Carrabasset Valley "Town" public lot. The Town of Carrabasset Valley has agreed to sell approximately 5000 sq.ft. of land from the Town's public lot to abutting Rt. 27 lot owners who may wish to purchase additional back land. In most cases, the additional land will make these Rt. 27 lots "conforming" to the town's land use ordinance requirements and may allow owners to build further back from the road, and provide greater distance between well and septic, etc. Most of these Rt.27 lots are approximately 15,000 sq.ft. in size (please see attached map). These lots are "grandfathered" in terms of the Town's land use ordinances which means you have the right to expand your building(s) size up to 25% of the building surface foot print area based on the size of your building(s) in 1986. If your lot becomes "conforming" or 20,000 sq.ft., your building(s) can be expanded up to 30% of the lot size provided all setback requirements are met. The Code Enforcement Officer has indicated that although some lots (with an additional 5,000 sq.ft.) may still fall slightly short of 20,000 sq.ft. the Town will "honor" these lots as "conforming" lots (20,000 sq.ft.) and will place a letter in the lot file to that effect.

The Board, through an independent land appraisal, has established the price of this land to be based on \$3,000 for 5,000 sq.ft. and to prorate any differences

We have received interest from several landowners who seek to purchase this additional land. We are requiring interested landowners to pay for the survey cost (and the corresponding deed description). We would prefer that the Town's Attorney write up the Deed (exceptions can be made) once the deed description is submitted and that cost will also be the responsibility of the buyer. The landowner will also be responsible for recording fees and State of Maine Transfer taxes.

Acme Engineering of Farmington, Maine is currently surveying several of these lots and they can be contacted at 207-778-4081 (Randy Collins or Eric Lockman). If interested, you will be responsible for initiating the call to the surveyor.

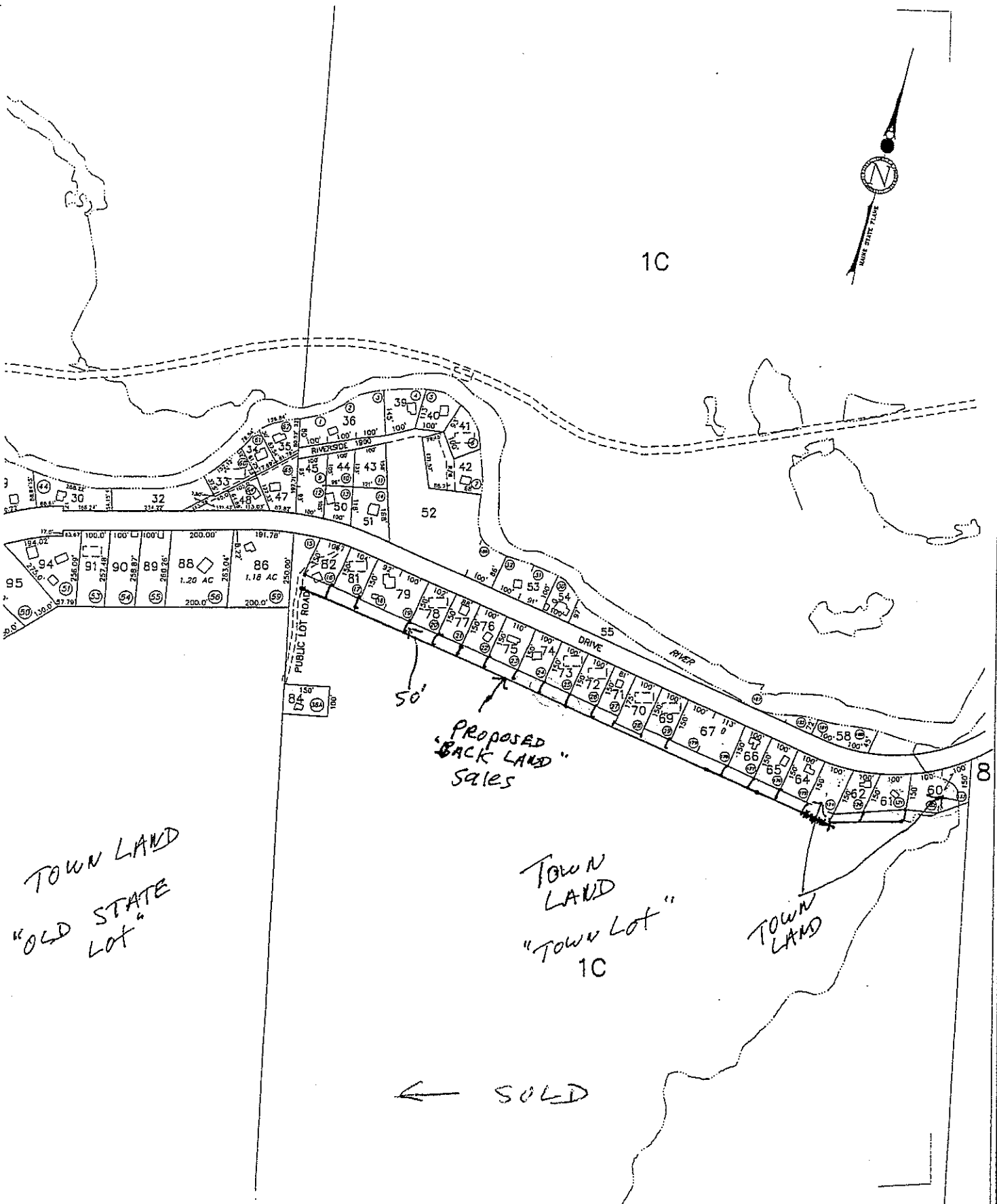
The Board is making this offer available in 2007. If completed in future years, prices may change. It's not the Board's intent to get into the real estate business but they wish to assist landowners abutting the Town's public lot to acquire enough land to bring the size of their lots up to "conforming" status. If you do not need or wish to accept this offer we completely understand.

If you do wish to pursue this offer or if you have any questions or concerns please feel free to contact me at the Town Office at 207-235-2645 or email me at towncvtm@adelphia.net .
Thank you.

Sincerely,

David E. Cota
Town Manager

Cc. Board of Selectmen



1C

TOWN LAND
"OLD STATE
LOT"

PROPOSED
"BACK LAND"
SALES

TOWN
LAND
"TOWN LOT"
1C

TOWN
LAND

← SOLD

161.21'
20,000 SF OR 7,000 AC
12

100 0 200 400 600 800 FEET
HORIZONTAL DATUM: MAINE STATE PLANE COORDINATE SYSTEM
WEST ZONE, NAD 1983

PROPERTY MAP
CARRABASSETT VALLEY
FRANKLIN COUNTY, MAINE
SCALE: 1"=200' JANUARY 1, 2004

15

9

Town of Carrabassett Valley Project Placement

General Updates/Information:

The Town of Carrabassett Valley has an executed subscription agreement established by Green Lantern Company. This agreement outlines your project placement allocated to the system being built on the Carrabassett Valley Sanitary District land. Novel Energy Solutions has purchased the lease agreement that was executed between the Carrabassett Valley Sanitary District to build and construct the NEB solar system.

NEB Program Policy Update:

The NEB Program continues to develop, and change based on the Maine utilities/Maine PUC and government officials. One policy change that effected the lease with the Sanitary District is the determination of continuous construction...This effects the program type (Tariff or kWh). The project was originally planned for the Tariff program (supports commercial accounts) but had to be changed into the kWh program (residential) to make the system economically viable to proceed.

Link to NEB Program: <https://www.maine.gov/mpuc/regulated-utilities/electricity/neb>

Novel Energy Solutions Background:

Our business is a family owned and operated solar development company. We are based in St. Paul, Minnesota and have been constructing solar projects for the last 10+ years. Novel has been working in the Maine market since 2020 and has been developing projects across all utilities (CMP, Versant MPD/Bangor Hydro District). We have over 40 projects in construction that will be producing ~80MW's of power.

Link to our website: <https://novelenergy.biz/>

Proposed Solutions/Next Steps:

We are looking to resign the Town of Carrabassett Valley to our Novel Energy agreement for a different project placement. This would honor the same key terms (discount, term length, etc.) but provide us with the ability to place your CMP accounts into the NEB Tariff program. The project earmarked for the Town is located in Skowhegan ME and planned to be operational in Q4 of 2023. Right now, we are working with the Sanitary District (David Keith) to adjust their project placement as well.

Looking forward to discussing any topic or questions at the coming meeting!

Best regards,

Connor McCarthy

Connor.mccarthy@novelenergy.biz

Dave Cota

From: Connor McCarthy <connor.mccarthy@novelenergy.biz>
Sent: Friday, June 23, 2023 3:30 PM
To: Dave Cota
Subject: Subscription Agreement
Attachments: Town of Carrabasset Valley_Subscription Agreement_6-23.23.pdf; Town of Carrabasset Valley_Disclosure Form_6-23-2023.pdf

Hi Dave,

Glad we had a chance to jump on a call recently and discuss the NEB community solar program. Attached are two documents that are needed to reassign your account placement.

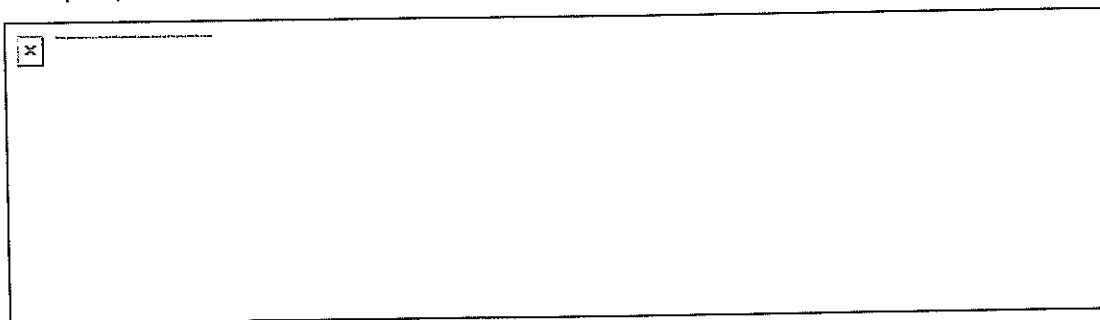
- Subscription Agreement
 - T&C with the Novel Energy program
 - I matched the same discount of 18% as the executed agreement.
- Disclosure Form
 - This form is provided by the ME PUC
 - It includes the specific details of the project with your share size and estimated monthly kwh/savings.

The current agreement executed is with Green Lantern Development. To flip your project placement, we will need to develop a termination letter so Novel can place your accounts in our upcoming solar project.

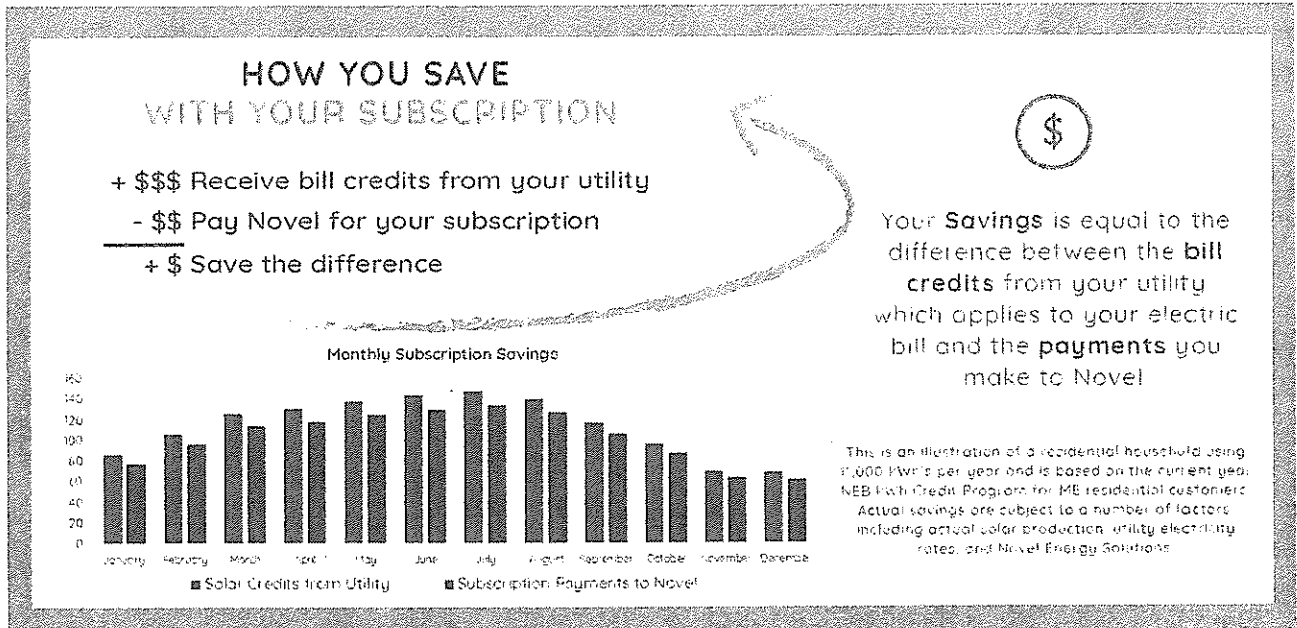
Please let me know if you have any questions or happy to set another meeting to discuss.

Best regards,

Connor McCarthy
Subscription Sales Director
Cell: (612) 352-6419



The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure a mistake does not occur in the future.



Here are the key terms of your Novel Energy Subscription Agreement

- Locked Discount Rate & Savings** – Guaranteed 18% savings on the electricity that you purchase [section 11]
- Guaranteed Not to Lose Money** – Never pay more than what the utility charges for power [subject to Section 1.1]
- Friendly Agreement Terms** – If you lose eligibility, no termination fee with 3 months of notice [section 6.2]
- Ability to Transfer Agreement** - Ability to freely transfer agreement [section 23]
- Easy Payments** – Make your payments automatically with electronic funds transfer, check *or* credit card [see section 16]

The Novel Energy Solutions Promise

- Free to join, no hidden fees & guaranteed not to lose money
- Simple sign-up process – only 10 minutes to lock in guaranteed savings
- You will always receive your solar credits before making your subscription payment
- No interruption to how you receive the electricity at your business
- Access to a savings portal to review monthly and annual solar savings

TERMS AND CONDITIONS

This Solar Garden Subscription Agreement is entered into on _____, by and between the Customer, Town of Carrabassett Valley (the "Customer") and Novel Energy Solutions L.L.C., a Minnesota limited liability company. Customer hereby agrees to subscribe to a community solar garden ("CSG") pursuant to the terms of Maine's net energy billing – tariff rate program.

By signing below, you hereby (i) agree that you consent to the terms of the attached Maine Commercial and Institutional Net Energy Billing – Tariff Rate Agreement and Terms and Conditions (the "Agreement"), (ii) acknowledge that you have reviewed and understand the Agreement, and (iii) acknowledge and agree that your participation in the program and eligibility to receive any services under this agreement are expressly subject to you providing the necessary information and meeting the eligibility requirements detailed in the Agreement

ACCEPTED AND AGREED:

Signature:

Printed Name:

Date:

**Maine Commercial and Institutional
Net Energy Billing – Tariff Rate Credit Agreement**

This Maine Commercial and Institutional Net Energy Billing – Tariff Rate Credit Agreement (the “Agreement”) is entered into on _____.

Customer, **Town of Carrabassett Valley** (the “Customer”), agrees to purchase from Novel Energy Solutions L.L.C. (the “Provider”) a **Shared Financial Interest** in a solar photovoltaic electric generating facility (a “**Community Solar Garden**” or “**CSG**”) and to receive net energy billing credits pursuant to Maine’s net energy billing – tariff rate program established by Title 35-A, Maine Revised Statutes Section 3209-B and Chapter 313 of the Maine Public Utilities Commission’s Rules (the “**Program**”), all on the terms and conditions described in this Agreement, and in accordance with Provider’s Maine Commercial and Institutional Net Energy Billing – Tariff Rate Terms and Conditions as provided to the Customer and incorporated herein by reference.

Customer wishes to purchase a **Financial Interest** in, and Provider will reserve a maximum per the applicable meter type (“**Reserved Capacity**”). Customer’s **Subscription Amount** will be assigned to the first available CSG(s) (the “**Applicable CSG(s)**”).

Meter Type	Initial Net Energy Tariff Rate	kWhs Subscribed	kWs Subscribed
Small	\$ 0.246922 per kWh	86,979	70.600
Medium	\$ 0.235503 per kWh	NA	NA
Large	\$ 0.206838 per kWh	NA	NA

Customer’s Subscription Amount with respect to the output of the Applicable CSG(s) will be reflected as a dollar credit on Customer’s monthly electricity bill, based on the Applicable CSG’s generation (which will vary from month to month) and the net energy tariff rate (“**Tariff Rate**”) established annually by the Public Utilities Commission (PUC) under the Program. The Tariff Rate approved by the PUC is based on the standard offer supply rate for the Customer plus 75% of the transmission and distribution delivery rate applicable to the commercial class of Customer’s transmission and distribution utility, Central Maine Power (“**CMP**”). Indicative Initial Tariff Rates are listed above; your actual Tariff Rate will vary from time to time as established by the PUC.

Customer agrees to pay Provider the **Subscription Rate**, which is defined as the difference between the Tariff Rate and **Discount Rate**. The Discount Rate shall be equal to eighteen percent (18%) off the applicable Tariff Rate.

Provider will invoice Customer monthly for the production allocated to the Account(s) since the previous invoice date. Customer agrees to pay monthly invoices via an automatic funds transfer, check, or credit card . The first invoice will be issued two months after the Applicable CSG’s **Commercial Operation Date**. The **Subscription Payment** for each period will be calculated by multiplying the value of the bill credits allocated to Customer’s Account(s) by the Subscription Rate.

Customer understands and agrees that Provider does not and cannot guarantee the amount or value of bill credits that Customer will receive, both of which may vary throughout the term of this Agreement. While Provider does not guarantee the amount or value of bill credits, Customer will save money to the extent that Applicable CSG project output is positive because the Subscription Rate that Customer pays for bill credits is eighteen percent (18%) less than the Tariff Rate that determines the value of bill credits.

Customer acknowledges receipt of Novel’s Maine Commercial and Institutional Net Energy Billing – Tariff Rate Commercial Terms and Conditions and agrees to their incorporation into the terms of this Agreement.

Customer may transfer this Agreement upon written approval of Provider and full payment of dues outlined in Section 23.

Customer acknowledges that this Agreement does not convey any **Environmental Attributes** associated with the CSG.

The Parties agree to receive notice at the Customer and Provider points of contact noted below:

<u>Customer</u>	<u>Service Address(es)</u>	<u>Provider</u>
<p>Legal Name: Town of Carrabassett Valley Contact: David Cota Address: 1001 Carriage Rd Carrabassett Valley, ME 04947</p> <p>Email: towncvtm@roadrunner.com Phone: 207-235-2645</p>	<p>See Exhibit A</p>	<p>Novel Energy Solutions L.L.C. 2303 Wycliff Street, Suite 300 St. Paul, MN 55114 CustomerService@NovelEnergy.biz Main Phoneline: 612-345-7188 Toll Free Phoneline: 1-833-602-2201</p>

Consumer Disclosure Form for Marketing Net Energy Billing Tariff Rate Projects to Small Commercial Customers in Maine

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at <https://www.maine.gov/mpuc/electricity/renewables/>.

In 2019, the Maine Legislature passed legislation to encourage the development of community solar and other small renewable energy projects by allowing Maine electricity consumers to share in the costs and benefits of such renewable projects. One of the programs established under this legislation is the **Net Energy Billing Tariff Rate Program**.

You have received this document because you are a **small commercial electricity customer** and a project sponsor, **Novel Energy Solutions L.L.C. ("NES")**, is marketing such a **Tariff Rate Net Energy Billing project** to you.

Under this program, a non-residential electricity consumer may participate by having a financial interest in a solar or other small renewable generation project. The output of this project will be reflected as a **dollar credit** on the consumer's monthly electricity bill, based on the facility's generation and the rate established annually by the Public Utilities Commission (PUC) under this program. The annual rate approved by the PUC is based on the standard offer supply rate for the customer plus 75% of the transmission and distribution delivery rate applicable to the small commercial class of that utility. You may see the currently approved rates [here](#).

This document outlines some of the project information, contract terms and general risks and rewards of the arrangement being offered but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. **Additional details will be provided to you by your project sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.**

1. Project Description

The project you are offered is a **solar facility of 2 MW**, with a total annual estimated output of **2.5 MW**, located in **Skowhegan, Maine**. It is expected to go into service between **February 2024 to April 2024**.

2. General Description of Terms of Subscription

- You are being offered a **3.5%** share of the project's output for a term of **20 years**.
- Under this arrangement, you would receive a **dollar credit** on your monthly electricity bill based on your share the output of the project and the rates set annually by the PUC for this program. The current rate approved by the PUC for your project is **\$0.246922** per kWh. At this current rate, the estimated value of this credit is approximately **\$1,790** per month based on an assumption that your share of the project produces approximately **7,248 kWh** per month. This value will change with variations in electricity rates and the project's output. **Note: You should not subscribe to a project share that produces more kWhs than your average kWh usage as any unused dollar credits will expire after 12 months.**
- You would pay an up-front amount of **\$0**.
- You would pay a **monthly fee of 82%** of the value per dollar credit that you receive on your monthly electric bill.
- Your **monthly fee will not** increase over the term of your contract.
- You would be responsible for additional project costs related to: none.
- At the end of the contract term, the contract will terminate.
- If you fail to make payments, you will be charged interest on your late payment at a rate of eight percent (8%) per annum (and if less than eight percent (8%) per annum, the maximum rate permitted by law) from the invoice due date until NES receives payment. If you fail to make payment and such failure continues for a period of forty-five (45) days, NES may terminate this agreement and take other action to enforce its rights.
- If you move within your utility's service territory, there is no fee to transfer your address.
- If you share your project with other customers, you may sell or transfer your share to anyone else in your utility's service territory that is qualified to participate in this program.
- You **may** cancel this contract. If you cancel this contract, a fee may apply.
- You **are not** entitled to the Renewable Energy Credits (RECs) associated with this project. (See Additional Project Information section below for more information on RECs).
- **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

**Consumer Disclosure Form for Marketing
Net Energy Billing Tariff Rate Projects to
Small Commercial Customers in Maine**

3. Additional Program Information

- The amount of your dollar credits you receive will vary based on the amount of energy produced by your project in any given month.
- You will not receive a credit until the project begins generating.
- You should choose a project share that is roughly equal or below your electricity usage as any unused credits will expire after 12 months.
- If you move from your utility's service territory, you will no longer be eligible to receive bill credits associated with the project.
- The project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. You may be entitled to the RECs associated with your share of the energy from the project. You should be aware, however, that if you sell your renewable energy credits, you are selling the renewable attribute and your usage of the generation from the project to offset your utility bill is no longer considered "renewable."
- By participating in this program, you are supporting renewable energy development but are not purchasing renewable energy. The energy generated by the project does not go directly to subscribers' homes, but instead is fed into the power grid.

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this project, you may reach out to the following:

Project Sponsor Information

Novel Energy Solutions L.L.C.
2303 Wycliff Street, Suite 300
St. Paul, MN 55114
CustomerService@NovelEnergy.biz

Phone number: 612-345-7188

Project Marketer Information (if applicable)

Phone number:

Please note that the Project Sponsor, Novel Energy Solutions L.L.C., is not a public utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public utility. Please also note that any contract with Novel Energy Solutions L.L.C. will not replace your obligations as a customer of your utility and any fees paid to Novel Energy Solutions L.L.C. are separate from payments and obligations you have as customers of your utility.

If you have questions or want more information, see the renewable program information on the MPUC's website at <https://www.maine.gov/mpuc/electricity/renewables/>, MPUC Rule Chapter 313 (<http://www.maine.gov/sos/cec/rules/65/407/407c313.docx>) or call the MPUC at 1-800-452-4699.

I acknowledge and agree that I have received the above disclosures from Novel Energy Solutions L.L.C.

Signature: _____

Printed Name: _____

Date: _____

Box Hangar Lease

LEASE AGREEMENT

This lease between the Town of Carrabassett Valley (hereinafter referred to as the "Town"), a municipality situated in Franklin County, Maine and Sunita and Michael Williams ("Lessee").

Town, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases to Lessee, and Lessee leases from Town, the premises located at the Sugarloaf Regional Airport in Carrabassett Valley, County of Franklin and State of Maine, known as "Hangar Lot 15" more fully described in Exhibit "A" attached (hereinafter referred to as the "Premises").

This lease is for the term beginning July 31st, 2023 and ending August 1st, 2043 unless sooner terminated as hereinafter provided.

1. AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

- 1.1 To pay as rent for premises the sum of \$476.58 in 2023 (to be prorated in 2023 calendar year). An annual inflationary increase (based on the annual increase in the CPI-U for the Northeast--consumer price index) will be added to the annual lease payment. The lease fee is payable within 30 days of billing during the term of this lease, at the Town's address: Town Office, 1001 Carriage Road, Carrabassett Valley, ME 04947.
- 1.2 To pay all charges for light, heat, fuel, power and water furnished or supplied to or on any part of premises.
- 1.3 To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same for which may be levied or assessed on premises used for private purposes.
- 1.4 To pay all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Town in enforcing the agreements of this lease.
- 1.5 To use and occupy the premises for the purpose of storing private non-commercial aircraft and for no other object or purpose without written consent of Town, and to not use premises for any unlawful purpose or purpose deemed extra hazardous. All buildings and grounds must be used solely for the aeronautical activities referred to in this lease.

The Lessee shall make land and building improvements and maintain any hangar subject to the following conditions:

A. All building construction, repairs, alterations and expansions and land improvements must be approved by the Code Enforcement Officer and/or the Planning Board as prescribed in the Town's land use ordinances and by the Board of Selectmen prior to commencement of construction. A copy of the approved plans will be attached to this lease. All buildings and improvements must be completely constructed within 18 months and must be structurally sound, and kept in good repair. The building exterior shall be finished in colors to blend with the adjacent hangars, as approved by the Code Enforcement Officer. All building construction must conform to F.A.A. Regulations, specifically Part 77 Protected Surfaces requirements except as permitted by the Town. All buildings and grounds shall be kept in a clean and safe condition and

Box Hangar Lease

shall conform in appearance to the surrounding airport hangars, or airport activities in the judgment of the Board of Selectmen.

B. All storage of parts, equipment, and other materials will be done in an orderly, clean, safe and attractive manner. Only storage of parts, equipment, and other material used for aeronautical activities as set forth herein shall be permitted and there shall be no storage allowed outside the hangar. All waste and junk shall be removed from the premises promptly.

- 1.6 To permit the Town and its agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of inspecting same or making such repairs or alterations as may be necessary for safety or preservation thereof.
- 1.7 Lessee shall indemnify and hold harmless the Town, its employees and agents against any and all claims, judgments, liabilities, expenses, losses, damages, personal injuries including death, property damage or destruction sustained by any person arising out of this lease and from the use and occupancy of the demised premises or any buildings and improvements erected thereon or from the control or management of the operations of the Lessee on the demised premises or the roads, driveways or other public places used by Lessee at the airport. Part of the foregoing obligation of Lessee under this Section shall be met by the Lessee by obtaining and maintaining continuously in effect and all times during the term hereof, at Lessee's sole expense, general liability insurance in a form and in an amount satisfactory to the Town to cover Lessee's liability by reason of its tortuous conduct or that of any of its employees, agents, or servants in connection with its use of the premises as aforesaid. Such insurance shall name the Town as an additional insured. Lessee shall provide Town with evidence satisfactory to Town of all such insurance, and shall notify Town in writing, as soon as practicable, of any claim, demand or action arising out of any occurrence covered thereunder of which Lessee has knowledge.
- 1.8 The Lessee shall not assign or sublet this lease or the Lessee's rights hereunder without prior written consent of the Board of Selectmen. In the event of the transfer of ownership of the hangar this lease and its full terms and conditions will be assumed by the buyer with the approval of the Board of Selectmen, such approval shall not be unreasonably withheld, conditioned, or delayed.
- 1.9 Not to make any contract for construction, repair, or improvements on, in, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above-described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever, shall be bound by this provision and by the notice thereof from and after date of this lease, and notice is hereby given that no mechanic's lien, materialmen's lien, or any other encumbrance made by or obtained against Lessee, or Lessee's interest in demised land and/or the buildings or improvements thereon, shall in any manner or degree affect the title or interest of Town in the land and/or the improvements thereon. To that end, Lessee agrees that Lessee will not make any contract or agreement, either oral or written, for any labor, services, fixtures, material or supplies in connection with the construction, altering, repairing or improving of any structure or improvement on premises without providing in such contract or agreement that the contractor or contractors waive all right to a mechanic's lien, and waive all right of any subcontractor or subcontracts to mechanics'

Box Hangar Lease

liens, by reason of furnishing any labor, services and/or material under such contract or contracts, whether written or oral, and a copy thereof delivered to Town.

- 1.10 Lessee has examined and knows condition of premises, and has received same in good order. All costs related to site development of the lot are the responsibility of the Lessee and all site development plans must be approved by the Code Enforcement Officer.
- 1.11 If Lessee shall abandon or vacate the premises, they may be relet by Town for such rent and on such terms as Town may see fit; and, if a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency.
- 1.12 At expiration of this lease, to give peaceable possession of premises to Town, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire excepted.
- 1.13 The lease may be terminated by Town in the event of the breach of any of the agreements of Lessee herein contained, in which case Town may reenter on the premises and immediately thereon, this lease shall thereupon terminate.
- 1.14 This lease, at option of Town, shall terminate in case Lessee shall by any court be adjudged bankrupt or insolvent, or in case Lessee shall make an assignment for benefit of creditors.
- 1.15 To observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by the Town and state or federal agencies having jurisdiction over the premises, and to indemnify Town for any damage caused by violation thereof.
- 1.16 In case Town, by reason of the failure of Lessee to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectable as additional rent in same manner and with same remedied as if it have been originally reserved. On failure of Lessee to make repairs, as provided for herein, Town may make necessary repairs, and add the amount of cost of such repairs to the rent due hereunder on the first of the month following date of repairs, and such cost of repairs shall be and constitute such rent together with the rent above provided for.
- 1.17 Failure of Town to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Town's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.
- 1.18 Town shall not be liable for any damage to structures, aircraft, or personal property occurring or arising on premises from any cause whatever.
- 1.19 Lessee, if more than one person or entity, shall be jointly and severally obligated to perform all promises under this lease.

Box Hangar Lease

1.20 It shall not be a breach of the Lease for the Lessee to carry passengers in their aircraft on an occasional and infrequent basis, and to use their aircraft for their own business purposes, provided the Lessee does not engage in the business of selling goods or services to others requiring the use of the aircraft or the hangar facility excepting that lessee shall be allowed to rent the hangar for aircraft storage or to sell non-stop commercial air tours (scenic rides) and F.A.A. Certified Flight Instruction to which they shall provide the Town with an Insurance Certificate naming the Town as an additional insured.

2. AGREEMENTS OF LESSOR:

Town, in consideration of the agreements of Lessee set forth above, agrees as follows:

2.1 Lessee may erect a structure suitable for the storage of private non-commercial aircraft and improvements thereon as Lessee deems necessary for such purposes including an appropriate floor/subfloor surface support system as required to support building at approximately same level as existing ground/asphalt surface, and Lessee complies with Town ordinances and codes and the provisions of this Lease Agreement.

2.2 Provided the Lessee is not then in default of this Lease, the Lessee shall have the right to renew the term of this lease for one (1) additional ten (10) year term and one (1) additional five (5) year term by notice in writing to the Town during the term of this Lease. The annual rental for the renewal term shall be determined by the Board of Selectmen based, at the sole option of the Board of Selectmen, on either of the following formulas:

a. an amount equal to the rental for the original term of this Lease as adjusted for any change in the cost-of-living index since the initial year of the term of this Lease; or

b. an amount determined by a market study of similar leases at airports in the State of Maine offering similar services for hangars on leased lots.

All structures or fixtures erected on or attached to premises by Lessee may be removed by Lessee at the termination of this lease, provided (a) Lessee shall not then be in default in the performance of any of his agreements herein, (b) that such removal shall leave premises in the same condition as when first occupied, except for concrete slab, and (c) that removal shall be made before the expiration of this lease or any extension thereof.

3. MUTUAL AGREEMENTS OF LESSOR AND LESSEE:

3.1 If during the term of this lease any structure on the premises shall be destroyed by fire, the elements, or any other cause, Tenant shall immediately remove the remains of the destroyed structure and may reconstruct said structure in accordance with paragraph 2.1.

3.2 If the Lessee shall default in the payment of rent within 10 days of written notice by the Town to the Lessee, or if the Lessee shall default in the observance and performance of any other covenant to be performed or observed by the Lessee under this Lease for 30 or more days after the Town shall give to the Lessee notice of such default, then in such event the Town

Box Hangar Lease

may, at the Town's sole option, give to the Lessee a notice that the term of this Lease is terminated, and the term thereof shall terminate upon the giving of such notice. Upon such termination the Lessee shall thereupon quit and deliver the premises to the Town, and the Town may, without further notice, reenter the premises with or without legal process and dispossess the Lessee and remove the Lessee's effects. The Lessee may remove the hangar within sixty (60) days of such termination, and if such hangar is not so removed, title thereto shall be deemed to have passed to the Town.


3.3 Notices and demands by either Town or Lessee may be given by registered mail to: 1522 Festival Drive, Houston, TX, 77062 and to Town at the address stated in paragraph 1.1, subject to the right of either the Town or Lessee to designate by notice in writing a new address to which said notices or demands must be sent.

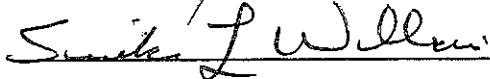
3.4 All agreements, conditions and undertakings herein contained shall extend to and be binding on the personal representatives, heirs, successors and assigns of respective parties hereto as if they were in all cases named.

TOWN OF CARRABASSETT VALLEY

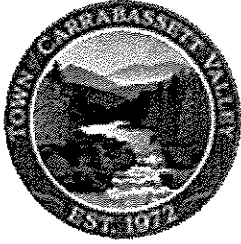
Carrabassett Valley Select Board

LESSEE:





Dave's Copy



Town of Carrabassett Valley
1001 Carriage Road
Carrabassett Valley, ME 04947
207-235-2645 or 207-235-2646
www.carrabassettvalley.org

June 6, 2023

**Re: 4040 Carrabassett Drive, CV Tax Map 13, Lot 1
Town Zoning Ordinance Violations related to unpermitted structure**

Dear Mr. Morris, Mr. Platner & Mr. Purvis,

I am writing to you to inform you of a violation of the Town's Zoning Ordinance with placement of an unpermitted accessory structure on your property.

During the afternoon of Wednesday, May 24, 2023, I witnessed a new accessory structure located at the above referenced property last known to belong to yourselves, and as the delivery truck was leaving as I stopped, I believe the structure was placed earlier that afternoon. I did introduce myself to a Jack McCabe who indicated that the "shed" belonged to him and that he was a friend of the owners and had permission to place it on the property; he also informed me he was unaware he needed a building permit for its placement. I shared that as Code Enforcement Officer, I was unaware of any building permit applications I had received, and that I would need to speak to the owner (who at the time I believed only to be Mr. Purvis due to a typo in Town Real Estate Records) and needed to review the details of the property when I returned to the office.

I revisited the property on Friday, May 26 and was greeted by 'Janna' and provided her with a copy of zoning information and my contact info asking for the owner to reach out to discuss the matter. I did share that based on my review of the Zoning Ordinance I didn't think the recently delivered shed could remain on the property as any expansion is limited to 25% of the existing dwelling (non-conforming small lot), and if even if it did meet the allowable size e, that it doesn't meet front setback if it does happen to stay somehow, but that regardless I asked for Owners of the Property to reach out to me to discuss the matter.

As of June 5, 2023 the accessory structure remains at 4040 Carrabassett Drive as shown on the right side of the attached photograph and I have received no communication back from any of you or anyone else on the matter.

The Town's Zoning Ordinance places the recently placed accessory structure under violation of the following points:

- no building permit application has been submitted to date for the accessory structure placed on or around May 24, 2023 - Under Article IV, Section 2 that "no building or other structure shall be erected, moved, added to, or structurally altered without a permit issued by the Code Enforcement Officer"
 - o Corrective Action is to seek a building permit before placing or construction any structures on the property.

- the accessory structure hasn't been measured but appears to be roughly 14'x30'+ which would exceed the allowable structure expansion on a non-conforming lot - The property identified as CV Tax Map 13, Lot 1 is a non-conforming lot of record due to lot size as it measures around 14,500 sf and has been developed with a dwelling structure since around 1970 that measures around 764sf. In accordance with Zoning Ordinance Article V, Section 3.(2)(a) – "A Structure built on a [nonconforming] lot prior to enactment of the Ordinance May be repaired, maintained or improved. Such a structure may be enlarged by no more than 25% of its ground floor area existing as of the effective date of this Ordinance in conformity with the applicable space bulk, and performance standards other than minimum lot size..."
 - o Corrective Action – existing illegal unpermitted accessory structure shall be removed. Given the size of the accessory structure and the likely need to secure a contractor to complete the removal, please provide a timeline for removal that the Town can agree to within 7 days of receipt of this mailing, with removal occurring within 30 days.

- the accessory structure does not appear to meet the required structure setbacks - Standard setbacks for the location of this property with onsite Septic in the Planned Development District are 25' setbacks for structures with or without foundations on the sides and rear of the lot, and along the Route 27 Scenic Corridor performance standard requires the front setback for new structures placed or constructed to be 50' from the front property line with the highway ROW. The property corners need be determined to verify placement of any future permit applications to determine conforming placement.
 - o Corrective Action – remove structure and ensure conforming placement of any future permitted accessory structures.

If corrective actions are not undertaken within 30 days of receipt of this correspondence, the Municipal Select Board will undertake legal action to correct the violation and fines may be assessed, as allowable by Zoning Ordinance, and in accordance with Title 30-A, Maine Revised Statutes Annotated, Subsection 4452 and related subsections.

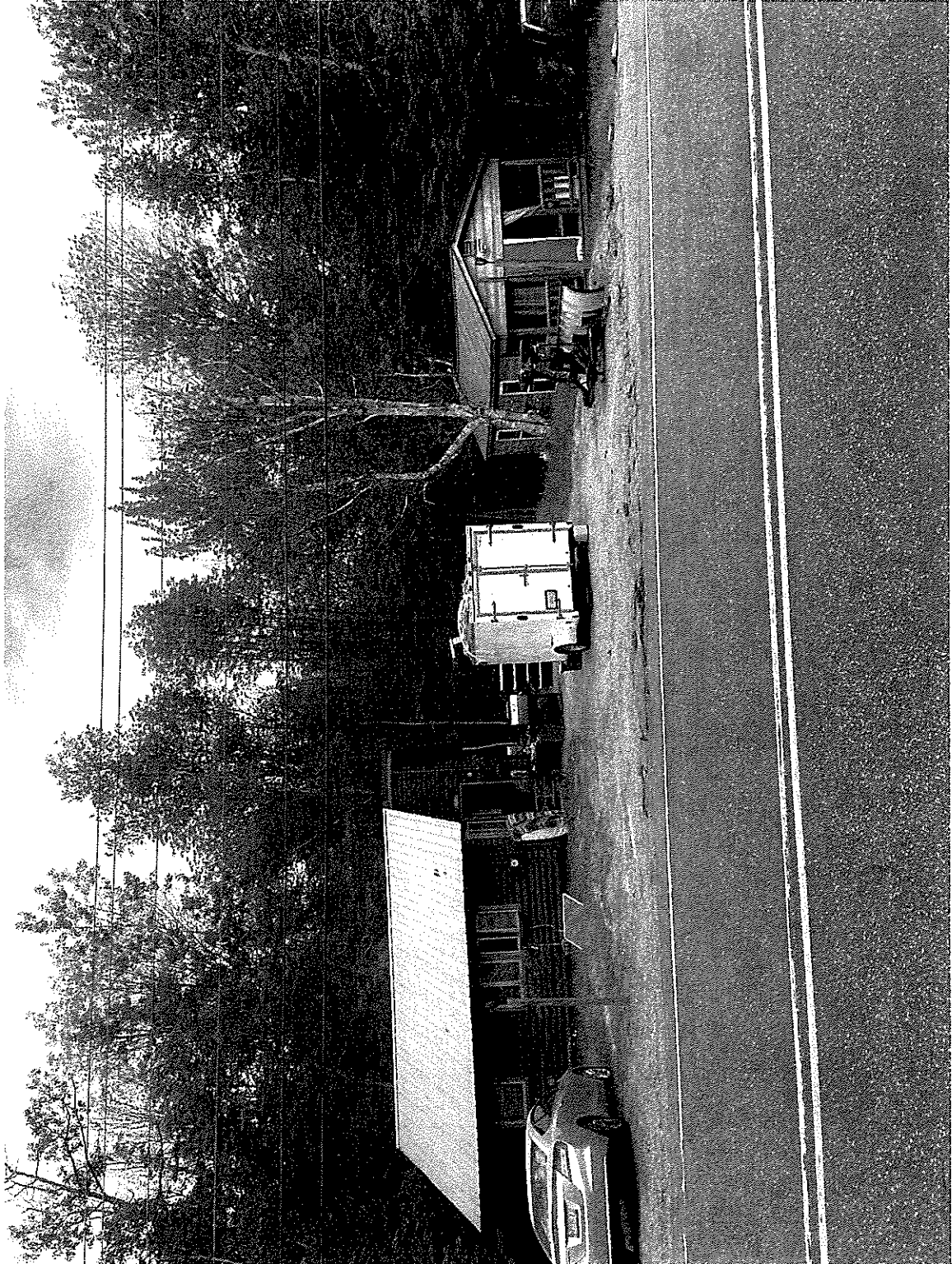
The Town's Zoning Ordinance and other related permit forms are available linked at the Town's Website <https://www.carrabassetvalley.org/departments/code-enforcement/> or I can make a copy available to each of you upon request.

Respectfully,
Chris

Christopher Parks
Town of Carrabasset Valley, CEO & LPI
Office – 207-235-2504
cvceo@roadrunner.com

Cc: File
CV Town Manager Cota
CV Select Board

Last known legal addressed of contact where mailings are being sent to:
Benjamin Platner – 3 River Mouth Road, York Harbor, Maine 03911
Samuel Morris – 639 Fahi Pond Road, Embden Maine 04958
George Purvis – 22 14th Street, Bangor Maine 04401



17th Annual



Summer Festival

August 5th, 2023

Free Admission

Arts and Crafts Show

11:00 a.m. - 6:00 p.m.

Draft Horse Wagon Rides

Mid-Day

Fairy House Village • Face Painting • Food & Beverages

Sugarloaf Regional Fly-In w/EAA Young Eagles

9:00 a.m.-1:00 p.m

MUSIC FESTIVAL

Featuring:

Singer/Songwriter Lee Sykes

11:00 a.m. - 2:00 p.m.

"THE OUTERSPACE BAND"

2:30-5:30 p.m.

Proceeds benefit the Ayotte Scholarship Fund

Directions: Take Route 27 to the Town Airport.

Parking available on the 1st road after airport on Old Huse Mill Road.

FMI 235-3000 KCsKreativityCenter.com