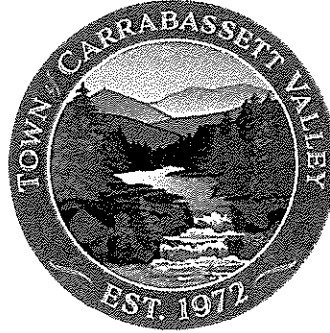


Carrabassett Valley Select Board Meeting
4:30 p.m. Monday March 18th, 2024 at the Town Office



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=TGxrUExKcXdgQTdlZUZhYUVteG5GZz09>

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: #10 (\$35,614.78) & #12 (\$32,554.65).

Review and sign Expenditure Warrants: #11 (\$23,977.98) & #13 (\$2,948.45).

AGENDA:

- 1. MINUTES** of the previous meeting (February 26th, 2024) are attached.
- 2. WELCOME NEWLY ELECTED SELECT BOARD MEMBER RALEIGH EHRLNBACH (AND REELECTED BOARD MEMBER KAREN CAMPBELL).**
- 3. ELECTION OF A SELECT BOARD CHAIR PERSON AND VICE CHAIR PERSON**
- 4. CHARLIE WOODWORTH THE EXECUTIVE DIRECTOR OF GREATER FRANKLIN DEVELOPMENT CORPORATION (GFDC) WILL BE PRESENT TO PROVIDE AN UPDATE OF GFDC'S ACTIVITIES IN FRANKLIN COUNTY. ALSO, MARY REDMOND-LUCE THE DIRECTOR OF RSU 9 ADULT EDUCATION WILL BE WITH CHARLIE TO TALK ABOUT THEIR PROGRAM COORDINATION WITH FRANKLIN COUNTY LIBRARIES. (See attached information).**
- 5. ZOOM MEETING WITH CONSULTANT DON GERRISH TO DISCUSS THE ADVERTISEMENT FOR A NEW TOWN MANAGER AND RELATED INFORMATION (see attached).**
- 6. APPROVAL AND AUTHORIZATION OF THE BOARD CHAIR TO SIGN THE NEW CVA AGREEMENT THAT WAS APPROVED AT THE TOWN MEETING (see attached agreement).**

7. APPROVAL TO EXPEND \$10,000 FROM THE TOWN'S "TOWN/CLUB" MOUNTAIN BIKE TRAIL ACCOUNT TO MAKE REPAIRS TO THE 'NEWTONS REVENGE TRAIL'. This account is funded equally by the Town and the mountain bike club. Please see attached information.

8. ANNUAL APPOINTMENTS: These appointments are made after the annual Town Meeting. We do have vacancies in the Planning Board for 1st and 2nd alternates.

9. APRIL 8TH TOTAL ECLIPSE: No one really knows what potential crowds may be coming here and to other areas in the path of the total eclipse but emergency management agencies are preparing for potential crowds, etc.

- Request to close the Town Office at noon to allow employees to see the eclipse and join the various festivities, etc. (Sugarloaf has events planned).
- The Airport Manager has come up with a plan to allow limited access at the airport. A portion of the Taxi way and Taxi Lane areas will be open for viewing the eclipse. The airport will remain open and the public will not be allowed on the runway and one taxiway will be open for planes. It is a fairly large area that will be open to the public. We will put up barricades where needed and Airport Manager Tom Wallace will be on site.
- Town Fire Chief and Emergency Manager Director, Courtney Knapp, will provide the Board with a brief update on the county-wide and local planning that has taken place to prepare for this event.

10. UPDATE ON FLOOD REPAIRS AND F.E.M.A.: We (Chris and myself) recently met with F.E.M.A. representatives regarding our application for assistance for flood repairs at the Outdoor Center, Narrow Gauge Pathway and Tennis Courts. We are also fortunate in having volunteer assistance from Steve Blaisdell a CV property owner and former Civil Engineer with experience in the type of work needed if we are to provide a somewhat more permanent solution to the area of the Narrow Gauge that continually receives more extensive damage during flood events. We are attempting to obtain cost estimates and will work with F.E.M.A. in acquiring mitigation funding.

11. "MAINE MUNICIPAL (Association) FOR A DAY" will be held from 2:30 p.m. to 7:30 p.m. on Monday April 22nd at the Farmington Community Center. This would be a great opportunity for municipal officials to become more familiar with Maine Municipal Association services and meet municipal officials from other Towns in Franklin County if you are available to attend. See attached.

12. INFORMATIONAL:

- Comprehensive Plan Committee is meeting at 4:30 p.m. on Thursday March 28th at the Library Begin Room.

**Notes of the Carrabassett Valley Select Board Meeting
February 26, 2024**

Location: Town Office conference room
Time: 4:30-5:30
Board Present: Karen Campbell, Lloyd Cuttler, Bob Luce, Jay Reynolds
Board Absent: John Beaupre,
Others: Dave Cota, Sue Davis
On Zoom: Annie Twitchell

Chair Bob Luce opened the Monday, February 26, 2024, Carrabassett Valley Select Board meeting at 4:30 at the Town Office conference room. The board reviewed and signed payroll and expenditure warrants.

Two minor grammatical errors were corrected in the minutes and one major one: in the motion to approve expenditures for the Town Manager search, the Board moved to spend \$1,200 overall, not monthly.

Jay Reynolds made a motion to approve the February 5, 2024, minutes as corrected, seconded by Karen Campbell. The motion passed unanimously.

Blue Knights Motorcycle Club at Airport July 16

The Blue Knight International Law Enforcement Motorcycle Club requested permission to use the Carrabassett Valley Airport for an event Tuesday, July 16, from 9 to 11 am. They will be based at Sugarloaf for their 2024 International Convention from Sunday, July 14 through Friday, July 19. The Select Board approved the request.

Review status of Town Reserve Funds

Town Manager Dave Cota led the board through the status of the Town's reserve funds following the Town's recent audit. Noting that the Town's reserves are healthy with a balance of \$1,277,093, he discussed the accounts that showed negative balances:

1. Outdoor Center EV Chargers, (\$12,354): with receipt of grant funds, this has now been cleared.
2. Airport Taxi Lane project construction (\$14,106): same as above
3. Public Lot: (\$135,650): this disappears when income from logging is complete.

Cota noted details of some of the accounts showing positive balances:

- School bus, \$37,648: the school committee puts in \$16,000 a year
- Town/CVA AGC Capital account, \$31,778: shared with CVA
- OC Facility Capital Maintenance: \$34,723: \$18,000 expected from Sugarloaf reimbursement also.
- Airport Reserve, \$68,399: there is a runway rehab coming up within the next five years.
- Narrow Gauge Pathway, \$56,257: FEMA money for flood damage is pending
- Golf Course Clubhouse, \$15,138: future expenses include meeting ADA compliance and building more parking for this.
- Library Building, \$21,681: painting is needed soon
- Special Funds (MacDonald Golf Trust, \$96,011 and Cemetery Fund \$15,482) receive match funding from the Town.

Draft Town Manager Job Description

Cota reviewed the lengthy updated draft of the Town Manager job description, which may change based on discussions with the search consultant. The Board will be meeting with the consultant on March 18 to approve an ad for the position. Select Board member Karen Campbell noted the section of the physical requirements of the job re ADA rules may need some adjustment. The Board also stressed the importance of the TM's collaboration with other entities.

Comprehensive Plan Committee meetings

The Committee meets Thursday, February 29, 4 pm, at the Mountain Fire Station. It will then hold a Vision and Future Land Use Workshop from 3-5 pm, Wednesday, March 13, before the Annual town Meeting at 6.

Informational

- Annual Town Meeting is bifurcated this year:
 - March 5, also Super Tuesday for state and national voting, Town Meeting will start officially at 8 am
 - To elect a moderator (warrant article #1).
 - To vote for Town officials (warrant article 2), which takes place until 8 pm that night.
 - Of Note: One of the first States to do so, Maine now has a "Semi Open Primary": unenrolled (independent) voters can now choose to vote in either the Republican or the Democratic primary
 - March 13, Town Meeting will reconvene at the Outdoor Center at 6 pm to vote on the remaining articles in the warrant.
- The Board has decided to dedicate this year's Annual Town Meeting Report to Clem and Rolande Begin. Although a 'surprise,' Cota suggested that Daily Bulldog editor Annie Twitchell, attending on zoom, was welcome to publish it.
- State Legislature Public Hearing on LD 2007, 2/26/24:
 - The Penobscot Indian Nation owns 24,000 acres in Carrabassett Valley
 - LD 2007 appears to eliminate the Town's right to vote on whether or not Tribal Fee Lands (land in CV) can be acquired by the Federal Government in Trust for Tribals.
 - CV provided testimony that it does not wish to give up the right to vote.
 - Lloyd Cuttler attended and spent several hours listening to testimony and providing testimony on behalf of Carrabassett Valley.

Karen Campbell moved to adjourn at 5:23, seconded by Jay Reynolds and approved unanimously.

Respectfully submitted, Susan Davis, Secretary

Greater Franklin

Economic and Community Development

March 18, 2024

Dear Carrabassett Valley Selectmen,

Last year I reported on our Broadband successes of upgrading more than 75% of the county to a fiber-to-the-home network resulting in \$34.5M of taxable infrastructure investment. I also touched on Childcare, Workforce Development and Workforce Housing initiatives.

Thank you for investing in YOUR region through our work. Here's what your investment has allowed us to accomplish...

- By the end of this summer, 98% of Franklin County will be able to connect to a FIBER network. Franklin County is leading the state in this metric.

Last month we negotiated with the state and CCI to build out a FIBER network in Wilton. As Wilton is fed out of Livermore Falls, CCI has accelerated their fiber build to the towns along their route to Wilton, adding to our achievements in the Rangeley and Farmington regions.

In 2023, TDS accepted \$25M of FCC funds to upgrade their assets from DSL to Fiber.

Weld, Salem, Phillips, Madrid, part of New Vineyard, and Carrabassett between the Kingfield line and Redington went live just before Thanksgiving 2023. Sign up on-line

- **Digital Literacy:** Last fall, in partnership with Franklin County and Spruce Mtn Adult Eds, we applied for and *were awarded a two-year grant* from the State (Maine Connectivity Authority) to support the hiring of staff and equipment purchases to teach residents in ALL communities how to use the internet safely and efficiently. The availability of classes has been hugely popular. Since January 2023, classes have been taught in fourteen libraries (including Carrabassett Valley!) hosting more than 350 classes.
- **Childcare:** Current slots meet 50% of the need. This is a significant factor in preventing people from re-entering the workforce. We are working with towns, businesses, non-profits, and citizen leaders to create additional spaces for children and families. Childcare Center projects are in the works in Kingfield, Freeman, Farmington, and Rangeley.
- **Workforce Housing:** two projects – Rangeley and Rt 27 corridor. Focused on workers who live in these communities.
- **Broadening the county tax base:** Last Friday, the Governor came to Jay to announce that an OSB mill is in the works. Our office has been actively involved in this initiative for 12 months.

PO Box 107
Farmington, ME 04938
207-778-5887

info@greaterfranklin.org
www.greaterfranklin.org

DRAFT

TOWN MANAGER DRAFT 3/14/24
Carrabassett Valley Maine

The Town of Carrabassett Valley, Maine is accepting applications for the position of Town Manager. The current Manager is retiring after 24 years in the position. Nestled in the heart of Maine's beautiful western mountains, Carrabassett Valley is home to renowned Sugarloaf Mountain Ski Resort and Golf Club. Year round recreational amenities also include Home of Sugarloaf Outdoor Center (prominent Nordic Ski and Mountain Bike Center), Anti-Gravity indoor recreational center, Narrow Gauge Pathway, Appalachian Trail (many hiking opportunities), Town park and swimming pool, Carrabassett River and close proximity to Flagstaff Lake. It has School Tuition Choice with two nearby elementary schools and a public and private (Carrabassett Valley Academy) High School.

The position offers a unique opportunity to live, work and play in a great region for anyone who loves the great outdoors.

Carrabassett Valley operates under the Town Meeting / Select Board/ Manager form of government. The 5 member Select Board is elected town wide and serve 3-year staggered terms. Its population is 795 but has 1,800 non-resident second homes and the population swells in the winter months. The municipal budget is \$3,174,584 with nine full-time employees; and as many as twenty part-time and/or seasonal employees (not including volunteer fireman).

Knowledge and proven experience in areas of finance/contracts and budgeting, human resources and policy management are desired. Ability to work collaborative with all stakeholders in the community for the success of the town. An Individual with demonstrated leadership, organizational and listening skills; excellent written and oral communicator with the ability to inspire and empower staff and be enthusiastic to the needs of the community. Leadership with integrity, honesty, openness and humor combined with creative problem solving will be essential. The successful candidate will be required to become an active member of the community. Residency in Carrabassett Valley is desired but is negotiable.

The Selectboard is seeking candidates with a minimum of 5 years of demonstrated municipal management experience as a Manager or similar related private business experience. Applicants will possess a Bachelor's degree in Public or Business Administration or a closely related field with a Master's degree preferred. Salary range \$100,000 to \$130,000 based on qualifications and experience. Submit cover letter, resume, salary requirements and five (5) references by Tuesday , 2024 to

Carrabassett Valley Manager Search

Eaton Peabody Consulting Group

Attn: Don Gerrish

77 Sewall Street, Suite 3000

Augusta, Maine 04330

Email: dgerrish@eatonpeabody.com

Telephone: 207-622-9820

The Town of Carrabassett Valley is an Equal Opportunity Employer



CARRABBASSETT VALLEY
TOWN MANAGER SEARCH
STAFF & PUBLIC COMMENTS
March 13, 2024

Issues Facing Carrabasset Valley

Retention/Recruitment of Employees
Penobscot Nation relationship
Continuing Relationships with CVA & Sugarloaf
Town Office Renovation/New Building
Maintaining Infrastructure & New Infrastructure
Staff/resources for continuing and new services
Continue fostering & maintaining volunteerism
Ability to continue offering existing and future services
Affordable/Work place housing
Maintaining School Choice
Aging Population
Climate change
Transportation system

Manager Qualities

Not a micromanager
Let's Department Heads do their work
Keeps every one informed
Great Diplomacy
Great communicator, listens well
Easy to get along with, flexible
Computer competent, embraces technology
Has Municipal experience

Ability to deal effectively with Sugarloaf
Sense of humor
Understands value of education
Enjoys the outdoors, loves rural Maine
Has a good center of gravity
Trust worthy, openness, grounded
Respects wisdom in the room
Good community person
Ability to understand the uniqueness of Carrabassett Valley
Understands importance of partnerships
Understands customer service
Wants longevity in position,
Great Collaborator
Willingness to pitch in and get “hands dirty”
Has Department Head/ Employee meetings
Unified communication to all
Policy consistency
Gets out of the office, interacts with all staff
Active in the community, community presence
Good leader
Ability to foster and maintain good relationships
Financial background, good with budgets/ contacts
Open door policy
Not afraid to deal with any issue
Levelheaded
Thinks outside the box

AGREEMENT

THIS AGREEMENT made this _____ day of March, 2024, by and between **CARRABASSETT VALLEY ACADEMY** ("CVA"), a Maine non-profit corporation with a place of business in Carrabassett Valley, County of Franklin and State of Maine, and the **TOWN OF CARRABASSETT VALLEY** (the "Town"), a Maine municipal corporation with a place of business in said Carrabassett Valley, Maine.

WITNESSETH

WHEREAS, CVA and the Town are the co-owners in equal shares of a recreational facility known as the Anti-Gravity Complex (the "AGC") including a building of approximately twenty thousand (20,000) square feet, all related site improvements and the equipment and fixtures for its operation as a recreational facility and the land ("Land") and property rights associated therewith, all as contemplated by an agreement dated July 12, 2000, as amended and supplemented (the "Original Agreement"); and

WHEREAS, the provisions of the Original Agreement relating to the financing, construction and ownership of the AGC have been performed, but the provisions relating to the operation and maintenance of the AGC have expired; and

WHEREAS, CVA and the Town desire to enter into a new agreement for the operation and maintenance of the AGC; and

WHEREAS, CVA proposes to construct and manage, at no cost to the Town, a new fitness and training facility, High Performance Center (the HPC) attached to said AGC building, for the sole use of CVA;

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. The Town and CVA agree to the construction, maintenance and operation of said HPC, at the sole cost and expense of CVA, and CVA should have exclusive use thereof. Said proposed HPC facility is shown on Exhibit A attached hereto.

1 (a). The management, control and operation of the AGC shall be vested equally in CVA and the Town. The day to day operation of the AGC shall be overseen by a committee of six (6) individuals, three (3) of which shall be appointed by the Trustees of CVA and three (3) of which shall be appointed by the Selectmen of the Town, for terms to be determined by each of the Town and CVA (the "AGC Committee"). The day to day management of the AGC shall be provided by the Town. The AGC Committee shall meet at least twice annually either in person or via teleconference, in January and August, with the August meeting considered to be the "Annual Meeting". Any amendments, modifications or supplements to this Agreement will be voted on only at the Annual Meeting and said amendments, modifications or supplements must be distributed to all members of the AGC Committee at least two (2) weeks in advance of the meeting. Notwithstanding the above the HPC to be constructed and operated by CVA and will be at the sole expense and cost of CVA.

X

2. The cost of programs and activities at the AGC conducted by, respectively, CVA and the Town, shall be paid for separately by CVA and the Town. The cost of maintenance and operation of the AGC, including without limitation, custodial, water, sewer, lights, heat, snow removal, repairs, maintenance, and other shared operating costs, other than capital expenditures, as agreed to by both parties shall be paid for on a percentage basis as follows: CVA shall pay an amount equal to thirty-five percent (35%) of such expenses and the Town shall pay an amount equal to sixty-five percent (65%) of such expenses, as such expenses become due and payable. CVA's entire contribution towards the cost of management of the AGC is reflected in its thirty-five percent (35%) share noted in the prior sentence. Each year the expenses of the operation and maintenance of the AGC shall be reviewed by the parties hereto to determine whether an appropriate adjustment should be made to such proportionate payments, in which case an adjustment shall be made by mutual agreement of the parties hereto. Notwithstanding the foregoing, the new HPC will be paid for and maintained by CVA. CVA will pay for all expenses associated with said HPC, and its use will be limited to and for the benefit of CVA.

2 (a). If both parties agree, capital improvement projects at the AGC may be undertaken with the parties sharing equally the cost thereof. If both parties agree, the cost of such capital improvements or any portion thereof may be financed, with each party being responsible for half the cost thereof, including principal and interest thereon. If any such debt remains outstanding at the time of termination of this agreement, each party shall continue to be responsible for half the cost thereof. If one party becomes sole owner of the AGC, such party will assume the total cost thereof, and the purchase price as determined by Paragraph 7 hereof will be adjusted to credit such party's assumption of the other party's share of such debt.

3. Each party agrees to contribute to equipment and capital funds equally. Funds shall be used to replace equipment, purchase new items and fund capital projects as necessary or appropriate, in each case as determined by the AGC Committee. The amount contributed to the equipment and capital funds by each party shall be determined at the Annual AGC Committee Meeting. Equipment and capital expenses shall be shared equally by the parties, except in cases of specific equipment that is purchased solely for the use and benefit of one party, in which case such equipment shall be paid for entirely by the party for whom it was purchased. Notwithstanding the foregoing, all equipment in the HPC to be constructed by CVA will be the sole responsibility of CVA.

4. A full and accurate accounting of the activities, hours of operation, and expenses of the AGC shall be kept in proper records and each party hereto shall have access to inspect such records at any time.

5. The parties hereto agree that no interest in the AGC or the Land will be conveyed or encumbered by either party without the advance written consent of the other party, which consent may be denied for any reason.

6. The parties agree that this Agreement and the arrangements for the operation, maintenance and repair of the AGC contained herein shall continue for a term of ten (10) years from the date hereof (the "Expiration Date"), unless either party earlier terminates this Agreement as hereinafter set forth. If, prior to the Expiration Date, either party hereto (the "Terminating Party") desires to terminate this Agreement and its participation in the operation of the AGC, it shall give written notice thereof to the other party (the "Non-Terminating Party") of its intention to terminate same; provided, however, that this Agreement and the existing arrangements for operation of the AGC shall continue at the option of

the Non-Terminating Party for a period not to exceed one (1) year from such notice of termination. Upon receipt of such notice to terminate the Non-Terminating Party shall have the right to purchase the interest of the Terminating Party in the AGC and Land at its then fair market value. If the Non-Terminating Party desires to exercise such option it will give written notice of its intent to purchase within ninety (90) days of receipt of such notice of termination, and the parties hereto covenant and agree to make their reasonable best efforts to arrive at a mutual agreement as to fair market value (and any adjustment to each party's fifty percent (50%) interest for the then fair value of equipment or capital improvements paid for by one party only). If the Non-Terminating Party does not give written notice of its intent to purchase the Terminating Party's interest in the AGC and Land within said ninety (90) days of receipt of such notice of termination, then the Terminating Party shall have the option of purchasing the Non-Terminating Party's interest in the AGC and Land and shall give notice of such intent to purchase to the Non-Terminating Party within ninety (90) days. If the parties are unable to agree upon the fair market value of the AGC and Land within (90) days of any written notice of intent to purchase, the fair market value shall be determined as set forth in Paragraph 7 hereunder. The right to terminate and options provided in this and the next paragraph shall continue for a period of ten (10) years from the date hereof.

7. If the parties hereto are unable to agree upon the fair market value as hereinabove provided, it shall be determined by appraisal. The parties shall mutually agree on an appraiser; provided however, that if both parties cannot agree on an appraiser, the appraisal shall be done by three (3) appraisers licensed in the State of Maine, one (1) to be chosen by each party and the third to be chosen by the two (2) appraisers so chosen. Upon the completion of the three (3) appraisals, the fair market value for the purposes of this Agreement shall be equal to the average of the fair market value as determined by the three (3) appraisers, provided any appraisal which is twenty percent (20%) greater or lower than the next highest or next lowest appraisal, respectively, shall be ignored for purposes of determining the average. The determination of the fair market value shall be final and conclusive upon all parties. Upon said determination of fair market value as set forth above, the party electing to acquire such interest shall have a period of ninety (90) days within which to decide whether it desires to so acquire said interest at such fair market value (adjusted for the then fair value of any equipment or capital improvement(s) paid solely by the other party) and to give written notice thereof to the other party. Upon the exercise of such option at the price so determined the closing on the purchase and sale shall take place within ninety (90) days of such exercise. If the party having the benefit of the aforementioned option does not desire to exercise such option, then the other party shall have the option to purchase such party's interest in the AGC and the Land for the fair market value so determined, within ninety (90) days of the expiration of the time within which the other party had to acquire the AGC and Land as described above. If neither party acquires the AGC and the Land as described above, then the parties hereto agree that the AGC and the Land shall be placed up on the open market for sale thereof and the parties agree to fully execute and deliver such listing agreements, deeds or other documents as are necessary to affect such a sale. If any dispute arises on the terms of the sale of this AGC, the dispute shall be resolved by arbitration as set forth in Paragraph 9 herein. The net proceeds of any such sale shall be divided equally between the parties hereto (with adjustment for any equipment or capital improvement(s) paid for solely by one party based upon the value added of such equipment or improvements as of the time of sale, as determined by mutual agreement of the parties, and in the event of a dispute, subject to arbitration pursuant to Paragraph 9 herein).

8. If either party hereto shall default in the payment of any amounts due hereunder, or in any of the other material covenants and conditions of this Agreement, and such default shall continue for a period of forty-five (45) days after written notice thereof from the non-defaulting party, the non-

defaulting party may, at its sole option, either pay for or apply monies to the remediation of such default or terminate this Agreement, or both of the above. If monies are applied to remediate such a default, the amount so paid shall be charged against the defaulting party. If the non-defaulting party chooses to terminate this Agreement, the non-defaulting party may, at its option, by notice in writing, exercise the right and option to purchase the defaulting party's interest in the AGC and the Land, upon the same terms and conditions as are set forth in Paragraphs 6 and 7 herein, or, at its option, demand the AGC and the Land to be placed upon the open market for sale thereof as is set forth in Paragraph 7 herein. The defaulting party shall be liable to the other for reasonable legal costs incurred to enforce the terms of this Agreement, and if the dispute relates to the payment of money to the non-defaulting party, such party shall further be entitled to interest on the amount is recovered in any legal proceeding at 10% per annum.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. In the event of a dispute arising out of this Agreement where the parties are unable to reach a mutually agreeable resolution, it is agreed and understood that the dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect. A decision of the arbitrator will be final and binding on the parties to this Agreement. The parties agree that each party to the arbitration shall bear its own costs and expenses (including without limitation its attorneys' fees and expenses) and all costs and expenses of the arbitration proceeding (such as filing fees, the arbitrator's fees, hearing expenses, etc.) shall be borne equally by the parties hereto.

10. In the event the AGC is damaged or destroyed by fire or any other cause the parties hereto may (i) proceed with all reasonable dispatch to repair and replace the AGC and the equipment therein contained, utilizing any insurance proceeds thereon, or (ii) if such destruction is substantial and the cost of restoration exceeds the amount of any insurance proceeds thereon, either party may terminate this Agreement, upon thirty (30) days written notice to the other party, in which case the AGC and Land shall be placed upon the open market for sale thereof in accordance with Paragraph 7 of this Agreement.

11. Each of the parties hereto agrees not to permit any unlawful occupation or activity to be conducted at the AGC and HPC and to comply with all applicable laws, ordinances and regulations in connection with its use and operation of the facilities.

12. The parties shall obtain the following insurances:

- a. Property: The parties agree to purchase stand alone insurance for the full replacement cost of the building and the equipment therein with the respective parties as the "named insured". The deductible for this coverage will be shared equally by the parties. Coverage for personal property owned jointly by the parties will also be included in the stand alone insurance for its full replacement cost. The cost of this insurance shall be shared equally by both parties. Any personal property or equipment owned exclusively by one of the parties shall be insured separately by the party having ownership thereof.
- b. Liability: Each party shall retain and pay for their own respective liability coverages to cover their own activities and ownership at the AGC. Such liability insurance shall be of minimum limits of One Million Dollars (\$1,000,000.00) for any one occurrence (including personal injury) and Two Million Dollars (\$2,000,000.00) annual aggregate. Each of the parties shall provide the other a certificate of insurance in regard to such insurance.

13. Each party agrees to save the other harmless, and indemnify the other party against any and all injury, loss or damage or claims for injury, loss or damage of whatever nature, to any person or property (of a third party) caused by or resulting from any act, omission or negligence of such party, of any employee or agent of such party, or arising out of the conduct of programs by such party. Each party agrees to waive subrogation against the other party for loss arising out of the negligence of the respective parties, their agents or employees.

14. The rights and obligations of the parties hereto shall inure to benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

15. Each party hereto represents and warrants to the other that it has the authority to enter into this Agreement and has received all necessary approvals to do so, and that the party signing below for such party has been duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals as of the date first upon written.

WITNESS:

CARRABASSETT VALLEY ACADEMY

By
Its

WITNESS:

TOWN OF CARRABASSETT VALLEY

By
Its

Trail Design, Maintenance Report

Prepared by Joshua Tauses

The following is a brief outline of proposed needed upgrades and maintenance log tasks for the Lower Newtons Revenge section of the Maine Hut Trail, for the most part located south of Crommetts Connector intersection. Over the past few seasons significant degradation has occurred both as a result of user caused and nature related events. This document is provided for the Carrabassett Valley Trails Committee and Maine Huts and Trails.

Goals: Make upgrades to existing trail to better the experience of winter and summer users
Complete general maintenance tasks related to corridor, drainages, and tread shaping
Re-build selected portions identified as troubled spots

Notes: Recent identified need of re-working of Newtons Revenge Trail has been noted by CVTC member organizations. Following an assessment to identify actual projected tasks, it is generally suggested: 3-4 sections of trail will require significant re-building, ditching and culverts replaced in majority of the section, tread shaping on flatter and steeper grades to manage flow, and corridor widening is needed. Following completion of these tasks, at best attempt the tread for summer users should be identified and corralled to promote a quantity user experience and prevent future degradation. .

Challenges:

- It is anticipated some amount of user impact will occur during constructing period
- Potentially significant amount of gravel/dirt material will be mined or imported
- Maintaining integrity of the trail sections not required adjustments will be challenging due to machinery
- Funding and execution plans are undetermined at this time

Suggestions:

- Develop messaging for trail users and Hut visitors prior to and during construction
- CVTC members work in collaboration to cover costs and tasks related to the project
- Strive for 10year longevity providing for the good of the corridor.
- Possible June project, or Sept

Stats:

- Approx 8500ft total trail section
- Approx 2000 ft rebuild section (1-4)
- Approx 24 (10ft min) 15inch culverts
- Approx 200-300 yrd new material
- Goal for 2 week project, possible 3 week TBD

Estimated Budget:

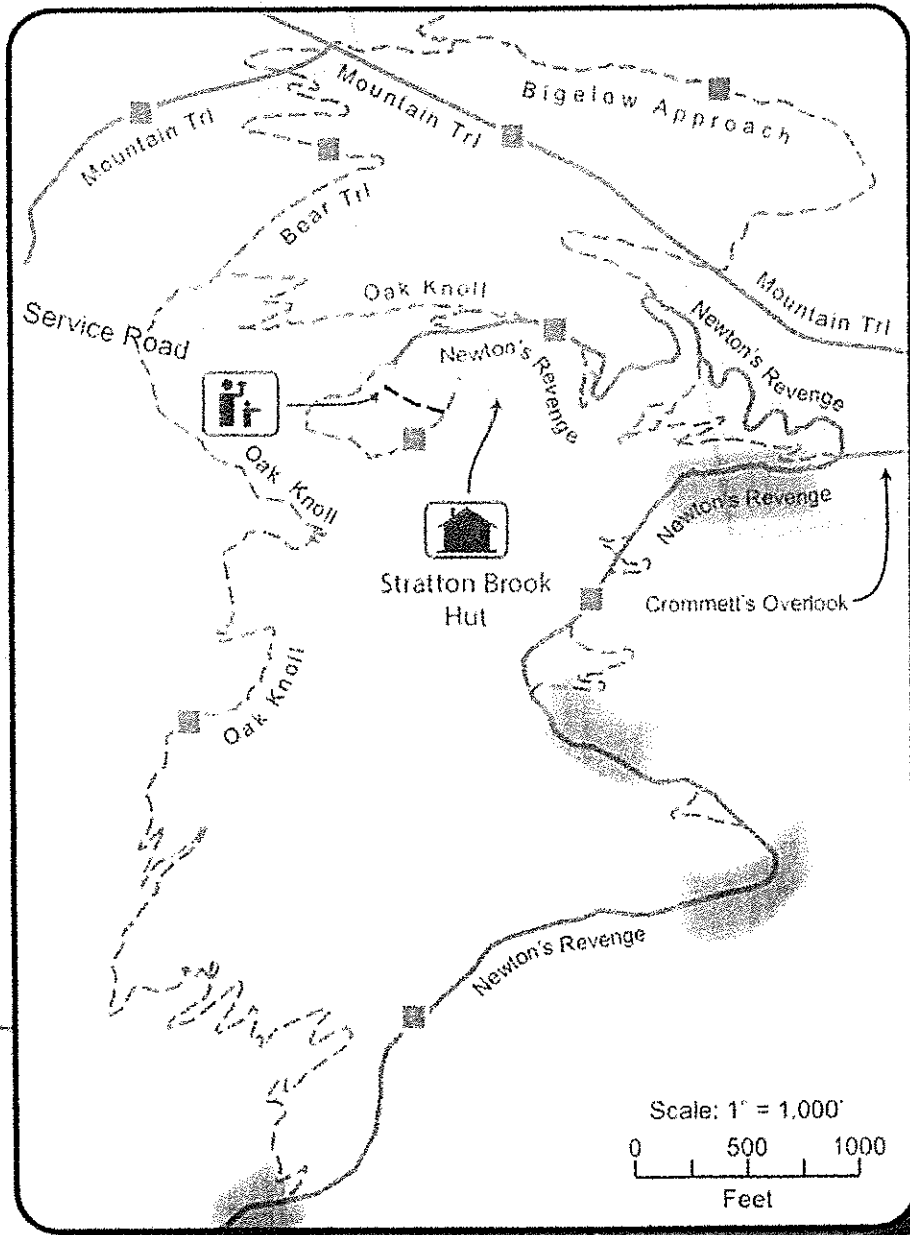
80hrs Large Excavator	\$8,000
80hrs Small Excavator	\$4,800
80hrs Morooka	\$8,000
20hrs Mower	\$2,000
Small Machines	\$2,000
Compactor	
Muck Truck	
Gravel Screen	
Materials	\$15,000
24 Culverts	
200-300yds	
Mulch/Seed	
Labor	\$8,000
Total	\$47,800

Secured Funding:

Northern Forest Center	\$10,000
------------------------	----------

Requested Funding:

CRNEMBA	\$10,000
CRNEMBA/Town of CV	\$10,000
MHT	\$12,800 (in kind, machinery)
Sugarloaf	\$5,000 (in kind, materials)
Total	\$47,800



Thank You

Joshua Tauses

Municipal Official Appointments for 2024

Town Clerk/Tax Collector/ Registrar of Voters	Wendy Russell
Deputy Town Clerk/ Tax Collector	Sacha Gillespie
Treasurer	Sacha Gillespie
Deputy Treasurer	David Cota
Police Chief	Mark Lopez
CEO/ Plumbing Inspector	Christopher Parks
Tax Assessor	Michael Rogers
Fire Chief/ EMA Director	Courtney Knapp
Health Officer	Stacey Patrick
Animal Control Officer	Vacant (Police Dept.)

Appointed Boards and Committees:

Planning Board:

Reappointment: Brian Demshar—3-year term
Jim Benoit: 1-year term (move up from 1st alternate)

Vacancies:

3-year term for 1st alternate
3-year term for 2nd alternate

Zoning Board of Appeals:

Stephen Arner: 3-year term
Mark Green: 3-year term

Recreation Committee: 3-year terms)

Reappointments: Elizabeth Stefany, Karen Campbell

Airport Advisory Committee: (3-year terms)

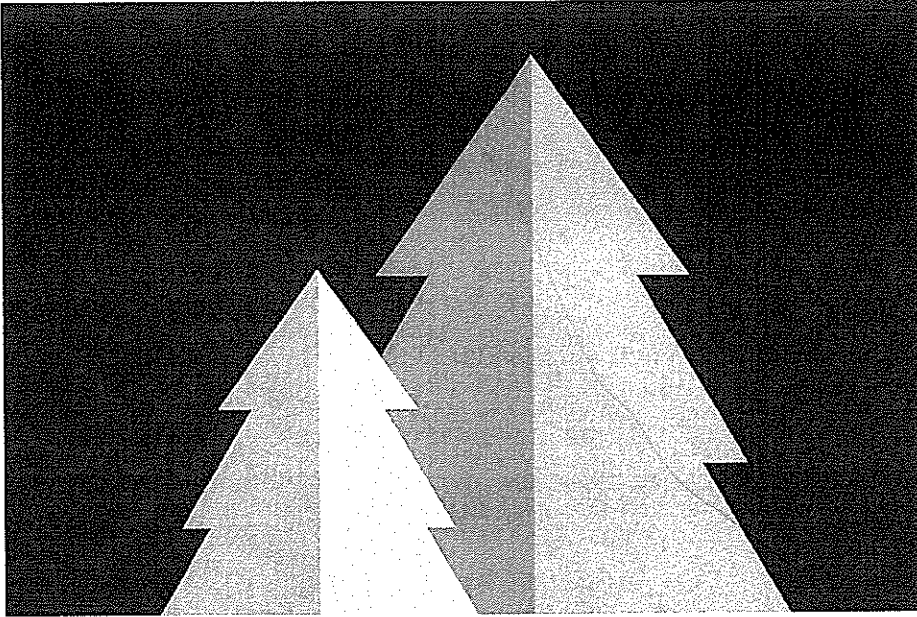
Reappointments: Tom Fahy, Mark Fournier

Budget Committee: (Selectmen are automatically placed on the Committee)—3-year terms

Reappointments: John McCathern, Janet Peruffo, Brian Demshar,
Timothy Gerencer

Ballot Clerks:

Bonita Stagers, Michele Cota, Joyce Demshar, Lisa Sleight, Janice Mildram,
Deborah Lander, Janice Tingley, Gregory Scarselletti, Jennifer Jones,
Michael Parker, John McCatherin



“MMA For a Day” Town Hall in Farmington April 22nd

The Maine Municipal Association's "MMA For A Day" Town Hall event brings the staff and services of the Maine Municipal Association right to your doorstep! This is your opportunity to mingle with fellow member municipalities, gain invaluable insights into MMA initiatives and programs, engage directly with our dedicated leaders and staff to address your needs and concerns, and stay up to date on training and professional development opportunities.

Location: Farmington Community Center, 127 Middle Street, Farmington

Time: 2:30pm-7:30pm

Cost: \$0 for MMA Members ONLY

Event Highlights:

2:30 – 4:30 PM: Connect with MMA Services

Drop in at your convenience to engage with MMA experts from various service departments. Whether you're curious about Legal Services, Advocacy & Communication, Training & Education, Risk Management, Health Trust Services, IT & Cybersecurity, or Personnel & Labor Relations, we've got you covered!

4:00 PM: Light Dinner Available (RSVPs required!—register through Ebiz)

Enjoy a light dinner as you network with peers and MMA staff. RSVP by Wednesday, April 17th, to secure your spot!

4:30 – 5:45 PM: MMA Town Hall Meeting

Get updates on the latest MMA initiatives and programs for 2024, including efforts to develop a more robust training program for newly elected officials and town and city managers; a preview of the results from a membership survey geared toward assessing and improving the way in which MMA provides programs and services to its members; and an update on the ServeStrong program, a web-based platform designed to ensure Maine’s first responders have access to trauma-based training and therapy. Additionally, there will be the chance to share your insights and concerns with MMA leadership and staff—they're here to listen and support you!

6:00 – 7:00 PM: Maine Freedom of Access Act and Right to Know Training

Learn from MMA legal services staff who will facilitate the training, which is required for many municipal officials and employees on a regular basis. Even if not required, many elected officials and employees benefit from this training which provides an overview of the FOAA, including open meeting requirements, why FOAA requests are filed, and how to handle them. Participants will receive a certificate documenting their completion of this training at the conclusion.

[Click Here for Details](#)