

Carrabassett Valley Selectmen's Meeting 4:30 p.m. Monday March 9th, 2020 at the Town Office

Agenda:

Review and sign 2020 Payroll Warrants:

Review and sign 2020 Town Expenditure Warrants:

1. **MINUTES** from previous meeting (February 10th, 2020) are attached.
2. **PROPERTY LINE/ZONING SETBACK ISSUE:** On Tax Map 7, Lot 138 (2025 Ridge View Road (Redington Ease) an accessory structure garage was built sometime in the late 80s and should have been 25 feet from the side setback. A recent mortgage survey completed with a new property owner revealed that the building is only a 23 foot setback. We trust this was an oversight by the owner and not an intentional violation. The Code Enforcement Officer wishes to ask at the selectmen whether or not they wish to pursue any action. CEO Chris Parks will be present to explain.
3. **PROPOSED NEW FIRE STATION:** Assuming this project is approved at the March 11th Town Meeting the following is an update of this project.

Clearing the designated areas on the lot: We have received a proposal from Thorndike Logging (they are currently harvesting wood on the Sanitary District land) to clear the fire station lot in the designated area (flagged) on the fire station lot upon which the building, parking, and drainage, etc. areas will be located. The area will be cleared of trees (not stumps) and chipped. As there is not a lot of volume of wood on the lot to justify marketing the wood, the Town will receive a minimal amount of revenue (\$500?) for the chips. However, there will be no cost to the town to clear the lot of trees. Given that mud season is upon us there is a desire to do this as soon as possible after the Town meeting vote (assuming it's favorable). Sugarloaf has agreed to allow us to clear the lot prior to the Closing on the lot. If approved by the Board, this could happen within days after the Town meeting (assuming Town meeting approval).

Acquisition of the 2.07-acre fire station lot: As you know, Sugarloaf is donating this land (\$1). If the Board agrees, the Board can approve the attached Purchase and Sale Agreement pending Town Meeting approval on Wednesday. The Closing on the property will take place in early April. As part of the closing, the Town will agree to sign an agreement to relinquish the rights to the two bays at the Sugarloaf garage maintenance facility. Sugarloaf will issue the Town a temporary license to continue to use the two bays at the maintenance facility until the new fire station is ready for occupancy and they will give the Town a deed to the new fire station property.

Permitting: All permitting is complete (D.E.P., Town Planning Board, building permit from the Fire Marshall's Office) with the exception of approval of the sprinkler system from the Fire Marshall's Office which will happen as more details are supplied to them (a sprinkler sub-contractor needs to be on board for the project).

Construction Management Contracts: There are three AIA (American Institute of Architects) documents comprising the Construction Management contract with H.E. Callahan Company consisting of: 'Standard Form of Agreement Between Owner and Construction Manager as Constructor', 'General Conditions of the Contract for Construction' and the 'Guaranteed Maximum Price (GMP) Amendment'. We have reviewed all three of these documents with H.E. Callahan, the Construction Manager (CM). These are standard "boiler plate" documents but do include specific details (filled in the documents) for this contract. Some of these include:

- The Town will supply "all risk insurance" during the construction (approximately \$2,500 for the duration of the construction)
- CM is responsible for any additional permitting, tests and inspections.
- Warranty is 1-year; all equipment may/will have additional manufacturer warranties
- Town will retain 5% of contract for the one-year Warranty Period and CM will do like wise with subcontractors.
- The CM is responsible for providing a Payment and Performance Bond (cost of which will be added to the Guaranteed Maximum Price.
- As previously agreed, Cm receives 4.5% of construction costs (which will be in the GMP).
- In the construction process, it should be noted that if the Town does not agree with hiring a certain subcontractor who is the lowest bid and whom meets all the bid criteria, the difference in cost between the bid of the subcontractor and the bid of the subcontractor chosen for the work is the Town's responsibility and is added to the GMP.

The GMP Amendment will not be ready until the first part of April as Callahan continues to review and negotiate subcontract bids. Included in the GMP will include Callahan's price for completion of "General Conditions" which were outlined in the original bid proposal to the Town.

If you wish to see copies of these documents (67 pages in total) please let us know and we can provide them. We anticipate asking Town Attorney Don Fowler to at least review the sections of these standard AIA documents that have specific information pertaining to this contract with H.E. Callahan. We will briefly review some of the provisions of these documents with the Selectmen at the meeting. We are not asking the Board to approve these documents at this time but wish to start the process.

- 4. BRIEF INFORMATIONAL HANDOUT FOR MARIJUANA VOTE AT TOWN MEETING:** We would like to distribute the attached information in this regard. If questions come up during the meeting, they hopefully would be easier to answer if voters had this brief

outline (see attached). As you know, a copy of the four Marijuana Ordinances can be viewed on the Town Website (www.carrabassetvalley.org).

5. **DOG PARK SURVEY:** We have been asked if a brief "Survey of Interest" regarding whether or not the Town should consider building and maintaining a "dog park" could be distributed at the Town meeting. We have attached a copy of the Survey that has been presented to us.
6. **TOWN MEETING WARRANT DISCUSSION:** Are there warrant articles the Board wishes to discuss at the meeting (prior to the Town Meeting on Wed. March 11th).
7. **COMPREHENSIVE PLAN COMMITTEE:** Assuming funding is approved at the March 11th Town meeting, we anticipate starting to get ready for this project (we need to decide "who's doing what administratively, etc.) soon. We will put together a brief outline of "Committee Member Responsibilities and anticipated Project Outline" for the Selectmen to review with anticipation that the Board will be asking for candidates to serve on the Committee in the very near future.

8. INFORMATIONAL:

At the next Selectmen's meeting (March 23rd??) representatives of the Long-Range Plan Sub-committee of the Carrabassett Valley Trails Committee (CVTC) wish to review with the Selectmen plans for what could be an extensive new mountain bike trail system located near Stoney Brook and on land owned by the State. They have been working with the State and if we can get final State approval (Bureau of Public Lands) the plan is to start developing this trail system this summer.

**TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
February 10, 2020**

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

Others Present: **Dave Cota** **Bob Carleton**
 Courtney Knapp **Annie Twitchell**

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

Expense warrants #6 in the amount of \$12,076.96 was reviewed and signed by Selectmen.

Payroll warrant #5 in the amounts of \$34,930.22 was reviewed and signed by Selectmen.

The minutes from the January 27, 2020 meeting were reviewed. Jay Reynolds made a motion to approve the minutes as written. Karen Campbell seconded the motion. Motion approved.

Bruce Flaherty of Maine Spirit of America Foundation Recognition Program was in attendance to discuss his 501©(3) charity which honors a person, project or group for their commendable community service. Last year, over 200 municipalities chose a recipient winner. This can be done at any time of year. The president of Maine Municipal Association has been very supportive of this program. There is no fee to participate in the program, and there's information available online at www.spiroaft.com/gems. Mr. Flaherty suggested that the Selectmen could choose their own recipient, based on their own criteria. Each year, Franklin County hosts a ceremony to honor the winners throughout the county. A winner should be selected by the end of February, in order to qualify as a pace-setter. Bob Luce said the Selectmen will review the information and be in touch with Mr. Flaherty.

Dave Cota discussed the proposed Trail Bridge Replacement Project for 2020. There have been projects over the last two years to replace wooden bridges and culverts. There are a lot of trail bridges and culverts in the public lot that are deteriorating. It's an expensive project to replace these aging bridges, but with the concrete panel bridge replacements, they will last for many years. We are now in year #3 of this program. This work is paid for from the Town's Public Lot Account, which has a current balance of \$222,375, and there's another \$50,000 anticipated to go into that fund with wood harvesting revenue in 2020. This year's portion of the project is estimated at \$85,200, which is the portion paid by the Town. Separately, Sugarloaf will be funding a portion of the work on Sugarloaf land, which runs over Brackett Brook (\$45,000). Over the winter months, the panels can be pre-cast and ready to go for spring-time. In order to do less damage to trails, the panels can be moved to their locations during the winter months. Dirigo Timberlands is the manufacturer of the panels. The bridge built on Trail #1 was built to hold trucks, making it one of the most expensive. The others will be built lighter, but still strong enough to handle the equipment that is expected to cross them. The new panels will be built 15' wide to accommodate the larger groomers (40,000 lbs.). They are looking at bridges on Trail #6 and #32 for this year. Bob Luce said it makes sense to get the panel construction underway now and get them on site, so they're ready to go. Jay Reynolds made a motion to approve 50% of

this project now in order to get the construction underway. Lloyd Cuttler seconded the motion. Motion approved.

Dave Cota reported that activity is moving along with the new Fire Station. At this point, the application needs to be submitted to Maine Bond Bank by Feb. 12th. Dave believes the total is \$1,400,000, which requires approval at Town meeting. Dave will need direction from the Selectmen as to the desired terms for this loan. There is contingency money in the budget for the potential need for blasting ledge in that area, specifically in the area where the water holding tank will be located. In terms of the amount that needs to be financed, it is likely to be \$1,250,000, based on what's needed and what's available in reserves at this time. Dave reviewed the options on the annual debt service. The annual debt service on the ladder truck, which is \$62,200, ends this year. Lloyd Cuttler asked if the \$60,000 appropriation request for 2020 for this Reserve Account was taken out, if it could prevent an increase in the tax (mil) rate. It would require borrowing a higher amount of money. After discussion, the warrant articles were adjusted accordingly to indicate that the financing would be \$1,310,000 and then eliminate the article to fund the Reserve Account of \$60,000. Following discussion, it was decided to pursue a 25-year loan. Lloyd Cuttler mentioned that Boyne has finalized the transfer of the land.

Dave Cota reviewed the two proposed warrant articles and the related proposed Marijuana Ordinances. Dave is still working with Attorney Amanda Meader, and he is trying to keep this as simple as possible. The first article (#72) asks the town to approve Retail Marijuana Stores (a total of two) and the Zoning Amendment (which allows this activity in the Valley Center District only), and the second article (#73) asks voters to approve Marijuana Cultivation, Manufacturing and Testing facilities (a total of two) and the Zoning Amendment (which allows this activity in the Light Industrial District only).

Jay Reynolds made a motion to certify these ordinances. Lloyd Cuttler seconded the motion. Motion approved, with John Beaupre abstaining. The Board then signed Certified Copies of these four ordinances (attached).

Dave Cota reported that he's wrapping up the 2019 Town Report and he submitted the proposed Town Meeting Warrant to the Selectmen for consideration. He noted that the meeting will officially open on March 3rd at 8am (at the Town Office) for the purpose of voting Articles #1-6. On March 11th at 7pm (at the Outdoor Center) the meeting will reassemble to continue, starting with Article #7. Dave reviewed and explained the articles contained within the warrant. Dave indicated that he will update the financial statement portion of the warrant based on the new amount of financing needed for the Fire Station Loan. Following this review, Jay Reynolds made a motion to approve the warrant, as amended in prior discussion. Lloyd Cuttler seconded the motion. Motion approved.

Jay Reynolds brought up the employee insurance concern about coverage for married couples versus single persons' coverage, which he believes is inequitable. He recommends making the change to make it the same for both, and he would like to bring it up at a future meeting for discussion. Dave Cota said it could be changed, and it can be done for this year. For now, the singles will not pay. Next year, it will likely change to a 90/10 plan for all employees for single coverage. Lloyd Cuttler made a motion to pay 100% for the individual employee for this year, regardless of whether married or single. Karen Campbell seconded the motion. Motion approved with Jay Reynolds abstaining.

Informational:

The Town Manager will be out of the office the week of February 24th. The Selectmen will next meet on March 9th.

Meeting adjourned.

Respectfully submitted,
Lynn Schnorr

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of March ___, 2020 (the "Contract Date"), is by and between SUGARLOAF MOUNTAIN CORPORATION, a Maine corporation with an address of 5092 Access Road, Carrabassett Valley, Maine 04947 ("Seller") and by THE INHABITANTS OF THE TOWN OF CARRABASSETT VALLEY, a Maine corporate body with a mailing address of 1001 Carriage Road, Carrabassett Valley, ME 04947 ("Purchaser").

1. Purchase and Sale of Property.

Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and pay for that certain parcel of land and all improvements thereon, located in Carrabassett Valley, Franklin County, Maine and being a portion and a portion only of the premises described in that certain Deed to Seller from CLP Sugarloaf, LLC to Sugarloaf Mountain Corporation, dated May 7, 2018, and recorded in the Franklin County Registry of Deeds in Book 3994, Page 90 (the "Source Deed"), such portion being comprised of 2.07 acres, and as more particularly depicted and described on Exhibit A attached hereto and made a part hereof, and subject to all exceptions and reservations thereto and therefrom as set forth in the Source Deed or of record and as set forth in Section 4(a) below (the "Property").

2. Purchase Price. The purchase price for the Property is \$1.00 and shall be payable, subject to adjustment as provided under Section 3 and Section 9 below, by Purchaser at the closing of title to be held pursuant to Section 5 (the "Closing") by wire transfer to Seller. In addition, as further consideration for the Property, Purchaser shall relinquish at the Closing all right, title and interest in and to the two bays in the Seller's maintenance garage which are currently used by the Town of Carrabassett Valley Fire Department. Such relinquishment shall be by instrument acceptable by Seller in its sole discretion and shall include a temporary license to continue to use such bays until a replacement structure is erected on the Property.

3. Prorations, Adjustments and Costs.

(a) Real estate taxes and other charges and assessments affecting the Property shall be apportioned between Seller and Purchaser as of the Closing Date. If the amount of real estate taxes has not been determined at the Closing Date, real estate taxes shall be apportioned at the Closing on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

(b) Purchaser shall pay the total real estate transfer tax owed for this transaction pursuant to 36 M.R.S.A. §4641-A.

(c) Purchaser shall pay for recording of the deed.

(d) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section 3 or not otherwise provided for herein.

4. Conveyance: Title.

(a) Seller shall convey the Property to Purchaser by good and sufficient Maine statutory short form Quitclaim with Covenant Deed (the "Deed"). Title to the Property shall be good and marketable and shall be free and clear of all liens and encumbrances except (i) zoning restrictions and land use matters, including without limitation, all terms and conditions of local, state and federal ordinances or regulations and permits relating to the Property; (ii) current taxes and assessments; (iii) all existing easements, restrictions and conditions of record; (iv) all matters that an accurate survey or physical inspection of the Property would disclose; (v) reserved easements in favor of Seller and benefitting Seller's retained land to cross the Property with utilities or otherwise as may be reasonably necessary or desirable to maintain or serve any facilities associated with Seller's retained land or to expand or relocate the Sugarloaf Access Road; (vi) a restrictive covenant running with the land prohibiting any use of the Property other than as a municipally operated public safety facility, in form and substance acceptable to Seller, in Seller's sole discretion; (vii) a 75' setback buffer from the portion of the Property abutting the Sugarloaf Access Road within which Purchaser may not clear trees or vegetation or erect buildings without the Seller's prior written consent; (viii) a prohibition on erection of any structure which has not first obtained design review approval from Seller, not to be unreasonably withheld; (ix) a requirement that in conjunction with the initial development of the Property, the Purchaser, on behalf of itself and its successors and assigns, covenants and agrees to plant and maintain dense evergreens 8 to 10 feet in height in those areas of the Property without existing evergreen screening as may be necessary to provide continuous screening of the Property from the Sugarloaf Access Road, and (x) any "Defects of Title" (as defined below) accepted or waived by Purchaser pursuant to Section 4(b).

(b) Purchaser shall notify Seller within 30 days after the Contract Date (the "Title Review Period") of any defects in title that existed of record as of the Contract Date that would make Seller unable to give title to the Property as stipulated herein (referred to herein as "Defects of Title"). With respect to any Defects of Title that were not of record as of the Contract Date, but which arise on or prior to Closing, Purchaser shall give Seller written notice at or before the Closing. If Purchaser gives Seller notice of any Defect of Title in accordance with the terms set forth herein, Seller, in its sole discretion elects to cure, shall have thirty (30) days after receipt of notice of such defect within which to remedy or cure any such Defect of Title, and the Closing shall be extended accordingly, if necessary. If Purchaser does not give a written notice of objection at or before the end of the Title Review Period with respect to matters existing of record as of the Contract Date, or does not give a written notice of objection on or prior to the Closing Date with respect to matters of record arising after the Contract Date, then Purchaser shall be deemed to have waived its right to object to the same. If Seller is unable to cure, or elects not to cure any such Defect of Title within such time period, to be determined in Seller's sole discretion, then Purchaser may elect either to (i) accept title to the Property subject to the uncured Defect of Title without reduction in the Purchase Price, in which event the uncured Defect of Title shall be deemed a "Permitted Exception", or (ii) Purchaser may elect to terminate this Agreement and have the Deposit returned, in which event all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to obligations that are expressly stated herein to survive the termination of this Agreement.

5. Closing.

(a) The Closing shall take place at 10 a.m. at the offices of Purchaser's Attorney or at such other place as shall be mutually agreed to by both Purchaser and Seller on the date that is ___ days after the Contract Date (the "Closing Date"). The parties agree that the Closing may be conducted by mail. TIME IS OF THE ESSENCE.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) Seller shall execute, have acknowledged and deliver to Purchaser, the Deed subject only to the matters described in Section 4(a) and any Defects of Title accepted by Purchaser pursuant to Section 4(b);

(ii) Seller shall deliver executed title insurance affidavits of a form and substance satisfactory to Seller in its sole discretion, regarding mechanics and materialmen's liens and parties in possession. Seller shall not be required to provide a survey affidavit.

(iii) Seller shall deliver an Affidavit indicating that Seller is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. § 1445, or in lieu thereof, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations;

(iv) Seller shall deliver an Affidavit indicating that Seller is a Maine resident, or in lieu thereof or of another applicable exemption, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by 33 M.R.S.A. §5250-A;

(v) Purchaser shall deliver the written relinquishment contemplated under Section 2 of this Agreement.

(vi) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement.

(vii) Seller and Purchaser shall execute a settlement statement satisfactory to all parties itemizing the various payments and prorations contemplated hereby.

6. Risk of Loss.

All risk of loss to the Property prior to Closing shall be on Seller.

7. Brokers.

Each party warrants to the other that it has not employed the use of any real estate agent or other third party regarding this sale and each agrees to indemnify and hold the other harmless against any claims for real estate commission arising out of its actions. The provisions of this Section shall survive the Closing.

8. Purchaser's Acknowledgement. Purchaser hereby represents that it is both knowledgeable of and familiar with the condition of Property, and requires no additional due diligence pursuant to this Agreement, other than as set forth in Section 4 above.

9. Acceptance of Deed. The acceptance of the Deed by Purchaser at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of Seller, except as expressly set forth herein or in such Deed. No provisions, agreements or

representations herein shall survive the Closing except as specifically stated herein. The Property is being sold and will be conveyed "as is" without any representation or warranties as to habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statements or representations not embodied in this Agreement.

10. Default.

(a) If Purchaser defaults in performing its obligations hereunder prior to or at the Closing, and Seller has performed or tendered performance of its obligations hereunder, Seller shall have the right, as its exclusive remedy, to terminate this Agreement the parties shall be relieved of any further liability or obligation hereunder.

(a) If Seller defaults in performing its obligations hereunder prior to or at the Closing, and Purchaser has performed or tendered performance of its obligations hereunder, then Purchaser's sole remedy shall be to either (i) terminate this Agreement and the parties shall be relieved of any further liability or obligation hereunder or (ii) seek specific performance of this Agreement.

11. Notice. Any demand or notice required or permitted hereunder, shall be effective if either: (i) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee: (A) at the address shown below, or (B) if such party has provided the other in writing with a change of address, at the last address so provided. Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of the date received, or the date of delivery, refusal or non-delivery as indicated on the return receipt, if sent by mail or private express as provided above;

All notices required to be given, or which may be given hereunder, shall be in writing and if mailed, shall be sent by mail to the party to be notified as follows:

Seller: Sugarloaf Mountain Corporation
5092 Access Road
Carrabassett Valley, ME 04947
Attn: Karl Strand, General Manager

With a copy to: Law Office of Foster Stewart
One Monument Way, Suite 200
Portland, Maine 04101
Attn: Foster A. Stewart, Jr., Esq.

Purchaser:

With a copy to:

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

12. Waiver of Right to Disclosure.

Purchaser hereby agrees that, notwithstanding the provisions of 33 M.R.S. § 193, the investigation of any and all matters relating to (i) the identification of any abandoned or discontinued town ways, public easements, or private roads located on or abutting the Property and (ii) the identification of the party or parties responsible for the maintenance of any abandoned or discontinued town way, public easement, or private road located on or abutting the Property (including any responsible road association) shall be the sole responsibility of Purchaser and has been performed as part of Purchaser's examination of all other matters of title respecting the Property. Purchaser hereby knowingly, unconditionally, and expressly waives its right to receive a property disclosure statement from Seller pursuant to 33 M.R.S. § 193. Purchaser's waiver of its right to receive a property disclosure statement from Seller pursuant to 33 M.R.S. § 193 shall not constitute a waiver of any other rights to disclosure afforded to Purchaser pursuant to this Agreement or by law unless otherwise expressly provided herein. By execution of this Agreement, Purchaser hereby releases Seller from and against and all claims, losses, costs, liabilities, expenses, demands, or obligations whatsoever arising from or related to (i) the identification of any abandoned or discontinued town ways, public easements, or private roads located on or abutting the Property and (ii) the identification of the party or parties responsible for the maintenance of any abandoned or discontinued town way, public easement, or private road located on or abutting the Property (including any responsible road association).

13. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and permitted assigns.

(b) Purchaser's rights under the Agreement are not assignable without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. Any purported assignment in violation of this provision shall, at Seller's option, be null and void and shall confer no rights on the purported assignee and may, at Seller's option, be treated as a default by Purchaser hereunder.

(c) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. The Purchaser acknowledges that he is not relying upon any statements or representations not embodied in this Agreement. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Purchaser.

(d) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(e) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

(f) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as a sealed instrument, to be effective as of the Contract Date.

SELLER:

SUGARLOAF MOUNTAIN CORPORATION, a
Maine nonprofit corporation

WITNESS

By: _____
Name:
Its:

PURCHASER:

**THE INHABITANTS OF THE TOWN OF
CARRABASSETT VALLEY**

WITNESS

By: _____
Name:
Its:

EXHIBIT A
(Plan and Legal Description Depicting Lot)

{W11471566.4}

VOTE ON WHETHER OR NOT TO ALLOW MARIJUANA BUSINESSES IN CARRABASSETT VALLEY (Town Meeting Warrant Articles #71 & #72)

Based on an extensive public process, the Board of Selectmen have provided two questions to act upon as follows:

Article # 71: The First question (warrant article #71) asks if you wish to approve two ordinances (one for licensing and the other for zoning amendments) that would allow up to two marijuana retail stores in Carrabasset Valley. The Retail Stores would only be allowed in the Town's Village Center zoning district (that area generally in the Valley Crossing area up to the Huse Mill

Article #72: The Second question asks if you wish to approve two ordinances that would allow a total of two other marijuana businesses consisting of either cultivation, manufacturing or testing in Carrabasset Valley. These other three business types would only be allowed in the Town's Light Industrial zoning district (that area in the southern part of Town where self-storage units and other businesses are located).

Two ordinances for each of the two voting choices provided are required:

The Zoning Ordinance Amendments are needed for each choice to allow these uses only in these designated zoning districts and to list all of the performance standards that will be required for a permit from the Planning Board and Code Enforcement Officer such as:

Signage requirements, required distances from schools, playgrounds, etc., security requirements, lighting and ventilation requirements, and hours of operation, etc.

The Business Licensing Ordinances are also needed for each choice that would be administered by the Board of Selectmen. In addition to additional specific requirements, these ordinances pertain to vetting the individuals who wish to apply for a license to operate a marijuana business. Requirements include:

State of Maine Conditional Approval, criminal records check (police), Fire Chief and Code Enforcement Officer inspections, public hearing, fixed location/separate business, no loitering, fee system, etc.

It should be pointed out that, if these ordinances are approved, a lottery system will be undertaken for the business licenses available. The first lottery will be for Carrabasset Valley residents only (six-month residency requirement). If the licenses are not filled then a second lottery will be held for the remaining licenses.

COMMUNITY DOG PARK MISSION STATEMENT AND SURVEY

An ad hoc committee created by the town has been tasked with developing plans to establish a community dog park in Carrabassett Valley. This survey is designed to gauge the level of support for this venture. **Please complete the survey and submit it to the town office by March 31, 2020.** Your input is important!

MISSION STATEMENT

To provide a fenced, off-leash dog park in Carrabassett Valley where people and their well-behaved dogs legally run, play, and socialize under the supervision and voice control of their owners in a clean, safe environment without endangering or disturbing, people, property or wildlife.

SURVEY QUESTIONS

Are you a resident of Carrabassett Valley or a non-resident taxpayer? ____ yes ____ no

Do you share your household with a dog or dogs? ____ yes ____ no

Do you think a community dog park is needed? ____ yes ____ no

Where do you usually take your dog for exercise?

Would you use a fenced town dog park if one were available? ____ yes ____ no

How often would you use the park?

In what part of town should the park be located?

If the town decided to construct a dog park, would you be willing to:

contribute money for construction? ____ yes ____ no

organize a fundraising activity? ____ yes ____ no

volunteer time for park maintenance? ____ yes ____ no

serve on an oversight committee? ____ yes ____ no

Do you think the town should be responsible for construction and maintenance costs, and oversight of the dog park? ____ yes ____ no

Other comments/suggestions: