

Carrabassett Valley Selectmen's Meeting

4:30 p.m. Monday June 14th, 2021 at the Town Office

Depending on concerns over COVID-19, citizens may wish to participate by REMOTE ACCESS AS PROVIDED BELOW. Remote Access Participants will hear all the proceedings and will be allowed to speak.

We have set up a remote access process as follows:

- Participants call into this number: 1-425-436-6390
- Enter code following prompts: 668536 (it will then tell you to press the # symbol)
- Once the moderator joins all those on the line can join as well---Please announce yourself when asked.

Meeting will start at 4:30 p.m.

Agenda:

Review and sign Town Payroll Warrants: #23 in the amount of \$27,499.63 and # 25 in the amount of \$32,354.27.

Review and sign Town Expenditure Warrants: #24 in the amount of: \$95,969.47 and # 26 in the amount of \$62,098.58.

1.MINUTES from the last meeting (May 24th, 2021)—Attached.

2. FOREST MANAGEMENT/TIMBER HARVESTING PLAN FOR 2021 ON THE TOWN'S PUBLIC

LOT: As we do every year timber harvesting is proposed on the Town's public lot, we schedule a Public Informational Meeting to hear public comments and answer related questions.

Attached is the proposed plan for 2021 which was also displayed in this year's Town Report.

These two proposed "Blocks" which are proposed to be harvested are the same two blocks which have been proposed to be harvested for the past two years. This did not happen due to scheduling issues with the contractor and falling prices for low-grade softwood. The Town's Foresters from American Forest Management (Matt Jacobs and Bill Haslam) will be present along with some of the members of the Town's Public Lot Forestry Committee (whom will be meeting prior to the Selectmen's Meeting). Block A1 will be harvested this summer and we will be in discussion with Sugarloaf concerning possible winter access to harvest Block B.

3. BRUCE MILES WISHES TO TALK WITH THE SELECTMEN CONCERNING THE HUSE MILLS ROAD (which leads to the cemetery).

4. APPROVAL OF AGREEMENT WITH LIFE FLIGHT OF MAINE TO CHANGE THE FREQUENCY OF THE AIRPORT AUTOMATED WEATHER OPERATING STATION (AWOS) TO ELIMINATE POTENTIAL COMMUNICATIONS ISSUES WITH PILOTS: The Town's share of this AWOS

relicensing project is \$3,450 as recently approved by the voters at the June 2nd Town Meeting (our understanding is that the total cost of this project is approximately \$30,000). A copy of the Agreement is attached.

5. TRANSFER OF AND NEW AIRPORT HANGAR LAND LEASE FOR MATTHEW WARD: Matt has recently purchased Larry Hanson's Airport Hangar. Transfer of Land Lease is allowed with approval of the Board of Selectmen by way of a new lease. In a recent lease renewal (for one of the hangars in the older block of wooden hangars) the Board approved a new 10-year lease with a 5-year renewal. If that is approved by the Board, we suggest approving a new lease that expires 12/31/31 with a 5-year option through 2036. A copy of the proposed lease is attached.

6. APPROVAL OF GIS DATA UPDATES AND MAP DEVELOPMENT TO ADD TO THE TRAIL SYSTEMS (mountain bike, some ATV and Snowmobile) TO ADD TO THE EXISTING DATABASE FOR ADDITIONAL EMERGENCY MANAGEMENT CONSIDERATIONS. Please see the attached "Work Order" from the Center for Community GIS (Farmington Office). The estimated cost is from \$4,000 to \$5,000 which was approved at the June 2nd Town Meeting.

7. NET ENERGY BILLING PROPOSAL FROM GREEN LANTERN SOLAR (the new owner of the solar project being developed on the Sanitary District land in Carrabassett Valley): Please see the attached proposal. If approved, the Town will see annual combined savings (18%) of approximately \$1,965 the first year on electric bills on three Town facilities (AGC—also owned by CVA, the Library Building and the Town Office Building). At the last Select Board meeting, the Board expressed a concern that if the Town pulls out of the agreement the Town would need to find another commercial customer willing to "take on our remaining years of commitment" which is 20-years with a 5-year option to renew.

We revisited this issue with Geoffrey Sparrow, Director of Development for Green Lantern Solar, and his response was as follows:

"Unfortunately changing that requirement would be a non-starter. I think that you would find the same to be true with other NEB agreements out there. Given that these are monetary credits there is literally no risk that the town would not benefit from these credits, unless their electricity consumption dropped significantly. If you have the impression that this is not going to go forward due to this issue, we could de-risk the town's agreement by targeting a lower percentage of the potential offtake. Right now, we are targeting 85% of the town's potential offtake. We could reduce that to 50%. The drop in savings would be proportional.

One last point is that Carrabassett's load is relatively small to most towns out there. I think that it would be relatively easy to find another offtaker should Carrabassett want to get out of the agreement. Let me know if I can do anything else to help out".

We were asked to determine if this Solar Array project is taxable (property taxes). Based on current State taxation laws because this project is less than a five net Mega Watt project (just under as many of these projects are) it is not taxable. However, the Town will be eligible for a

50% reimbursement on property taxes (based on the market value of the facility once built) from the State of Maine as part of the existing State B.E.T.E. program (the Town received \$37,832 from this program in 2020). The Board will need to make a decision either way whether or not to participate in this offer at this time.

8. ANNUAL WORK PLAN: If time allows, we would like to briefly review the proposed “Town Work Plan” (distributed at the last meeting) that outlines current and proposed projects and initiatives. As is the case every year, we want to make sure these are the current and proposed priorities, etc. We did not have enough time at the last meeting to review this plan with the Board.

9. INFORMATIONAL:

- Annual Household Hazardous Waste Collection: This year at the Carrabassett Valley Transfer Station **Saturday July 10th from 9:00 a.m. to Noon** (both Latex and Oil based paints accepted).
- Employee Housing Committee Meeting: 10:00 a.m. June 25th at the Town Office.

TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
May 24, 2021

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

Others Present: **Dave Cota** **Geoffrey Sparrow**
 Tom Butler **Deb Bowker**
 John McCatherin **George Abbott**
 Sue Davis

Bob Luce opened the meeting at 4:30 p.m. and welcomed those in attendance. Dave Cota asked phone-in callers to identify themselves for the record.

Payroll warrant #21 in the amount of \$31,098.60 was reviewed and signed by Selectmen.

Expense warrant #22 in the amount of \$155,371.90 was reviewed and signed by Selectmen.

The minutes of the May 10, 2021 were provided to the Selectmen for review and approval. Jay Reynolds made a motion to accept the minutes as written. Karen Campbell seconded the motion. Motion approved via roll call.

Dave Cota presented the Selectmen with a proposal from Green Lantern Solar, the new owner of the solar project at the Sanitary District). Geoffrey Sparrow, Director of Development for Green Lantern Solar was present via phone to discuss the proposal. One concern was whether the Town could get out of the agreement if they wanted to at some point. Geoffrey explained that Green Lantern will be the owner of the solar array. They are offering the Town a proposal that would provide an 18% discount off the Net Energy Billing Tariff Rates up to 85% of the Town's estimated electrical demand for the three largest Town CMP accounts (AGC, Library Building and Town Office Complex). This would provide the Town with an estimated savings of \$1,966 the first year of the agreement. The term of the proposed agreement is 20 years with one 5-year extension built in. Financers of the project are looking for commitments. If the Town somehow shrinks its consumption or decides to get out of the contract, the Town would be responsible to find a commercial customer to take over the remaining responsibility in the contract (an estimated 86,979 kWh per year). Green Lantern would help the Town with proposals in that search, if the situation arose. Lloyd Cuttler asked how the tariff rates will affect this. Geoffrey said the State (PUC) uses a formula to set the tariff rates year to year, based on the previous year's electricity. The Town will never pay more for the credits than they are worth, however. If the tariff rates drop, Green Lantern's revenue would drop. John Beaupre asked if the proposal shows the electric costs annually at \$10,000 for the three accounts that would potentially be part of the program, and how are the credits given. Geoffrey said that \$100 credits, for example, would be allocated to the CMP electric bill and GL would bill the Town the difference of 82% or \$82. John asked if Green Lantern is now allocated with customers. Geoffrey said that this array is now mostly allocated for commercial customers (this system is 100% commercial). Deb Bowker asked if the three Town locations would continue to get separate invoices. Geoffrey said they will do whatever works best for the Town. Karen Campbell asked when the project will get underway. Geoffrey said they are doing the final

closing with the current developer and they hope to get underway in early August and should be completed by year-end. The Town's participation will not affect whether or not the project proceeds. Following discussion with Geoffrey, the Selectmen discussed the matter further. John Beaupre pointed out that this is a local project, and it would be nice if the Town could participate. Bob Luce raised the question as to whether this project will generate any property tax income for the Town. He also expressed concern about a 20-year contract, since there may be other cost-saving opportunities in the future that the Town would like to pursue. Lloyd Cuttler pointed out that the Town will still need electricity in twenty years, but he acknowledged that it's a long commitment. There will be further discussion on this proposal in the future.

Tom Butler, representing Sugarloaf, was in attendance to discuss the proposed lease renewal for the Outdoor Center to Sugarloaf. This lease does not include any language concerning any major capital projects. Any major capital project would be reviewed separately and would be brought to the Town voters concerning needed lease amendments and financing. Dave Cota said that he spent time addressing concerns that were raised about the Nordic Ski Trail maintenance and the daily reporting of trail conditions. Dave added some language to the new lease to try to address these concerns. The new lease increases the fee to \$20,000 annually plus inflation. Dave reviewed the agreement, noting highlights/changes to address concerns that had been raised. Following discussion of the proposed agreement, it was discussed that there needs to be some compatibility between programs, on the occasion that similar programs are in session, such as mountain-biking camps and/or races. Dave Cota noted that there is language in Item #7 of the lease. Following discussion, Lloyd Cuttler made a motion to approve the lease as written. John Beaupre seconded the motion. Motion approved via roll call.

Dave Cota discussed that, as of today, the State has changed the guidance on masks and social distancing. The Town Office will have signage requesting that unvaccinated people please wear a mask, but will not be asking anyone about their vaccination status. The back offices will remain off-limit to the general public at this time or until all employees are fully vaccinated. There will be policies put in place for other Town-owned buildings. Bob Luce said that the Town will need to look at the protocols that will be put in place for Outdoor Adventure Camp.

Dave Cota asked the Selectmen for input and ideas on engaging the Penobscot Indian Nation (PIN) to open discussions about the use of the Carriage Road and trail system corridors. At this time, there has not been a decision from PIN. It's unknown if there's a link between use of the trails/road and the legislation to change the 1980 Indian Land Claim Settlement Act. Dave would like to invite the PIN to come to the table with the Town to discuss a potential agreement. Bob Luce noted that the Town should continue its goodwill toward the PIN and make the annual contribution to their youth program, noting that the PIN programs were not in operation last year due to Covid-19. Beyond that, the Town does still wish to pursue discussions with the PIN.

Agenda item #4 will be tabled until the next meeting. In the meantime, a Town Meeting will be held at the Outdoor Center on June 2nd.

Meeting adjourned.

Respectfully submitted,

Lynn M. Schnorr
Secretary to Board of Selectmen

Carrabassett Valley Public Lot

Three-year Timber Harvest Proposal – 2021-23

Timber management for the Carrabassett Valley Public Lot is planned factoring in aesthetics, uninterrupted use of bike trails, and not exceeding net growth of the timber volume on the lot as a whole. In November 2018, American Forest Management completed an updated timber inventory to show how the timber volume removed measures against the growth calculated in the 2013 timber inventory. The new measurement showed that average timber volume had increased slightly from the 2013 number (23.0 cords per acre to 23.6 cords per acre). This indicates that we have been on target with harvesting no more than the growth of the timber on a yearly basis.

Since 2013 7898 cords have been harvested from the lot. The 10-year target is 10,350 cords total. In order to meet this target we would cut no more than 2450 cords in the next two years. Prior to last year's poor timber market, we had planned to harvest two out of the three years 2020, 2021 and 2022. The two blocks described shown below will get us near the 10-year determined by the inventory. Since we decided not to cut due to poor timber market pricing and demand, the two harvest blocks shift a year later and 2020 becomes the planned no-harvest year. In 2022 we will make a new 3-year plan to focus timber management.

Block A1 - is located along the ski-trail/road. It is made up of mature hardwood and spruce-fir mixed with advanced regeneration. A lighter cut here (1st entry shelterwood/ 40% of stocking) will maintain aesthetics, allow regeneration to develop and capture value in mature wood. One X-country ski trail cuts through the block on its way to the log yard built for a recent harvest (in Block A2).

Harvest acres: 60 Volume: 780 cords

Block B – Located in the southwest corner of the property. Soil drainage classes range from somewhat excessively drained to moderately well drained, except for the lowest (northern) corner which is a bit wetter soil (somewhat poorly drained). This wetter corner may not be accessible for summer harvest.

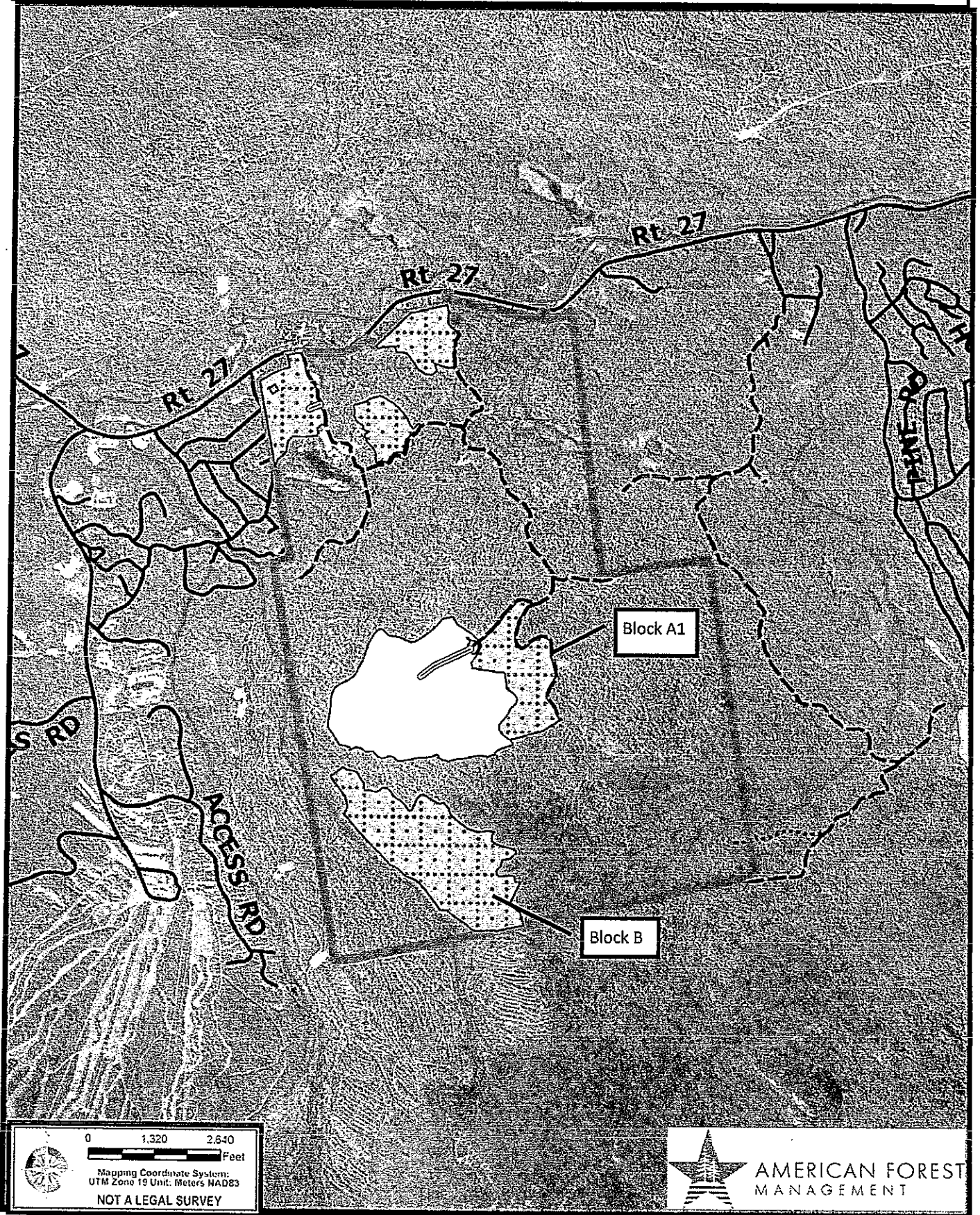
The block consists of heavily stocked sawlog sized trees - hardwood, spruce-fir and hemlock. Overstory and understory quality is good. A 1st entry shelterwood will establish more regeneration. The new road through Block A2 would end in this block. The block would need to be accessed through Sugarloaf property, or by creating a new road extension. Note: There is a component of white ash in this stand. We will focus on removing large ash that is likely to

decline in the next 15 years so they will not be an obvious target should the emerald ash borer appear in this part of the state.

Harvest acres: 130

Volume: 1480 tons

2021 Carrabassett Valley Harvest Plan





To: B21 Airport Manager
From: LifeFlight of Maine
Re: DigiWX AWOS Relicensing Project Brief

In 2007, LifeFlight of Maine took major steps to improve safety and situational awareness for the aviation community by securing funding to install AWOS AV stations across our state. These stations have proven to be a critical resource for pilots as aviation activity at our airports has steadily increased.

As a result of this growth, it has become increasingly apparent that AWOS stations broadcasting on CTAF frequencies create several communication challenges for pilots. Notably, triggered AWOS reports have the potential to talk over pilots during routine flight communications on the local CTAF. Additionally, it is not uncommon to trigger multiple, in-range, AWOS stations that share a common frequency which can lead to confusion when attempting to interpret the correct data.

To proactively address these concerns, LifeFlight has approached the FAA and FCC to relicense these AWOS stations with discrete/non-CTAF frequencies to relieve the current traffic congestion. This frequency change will also allow the AWOS stations to be setup in a continuous broadcast mode, removing the need to manually trigger weather messages.

Due to regulatory fees, frequency engineering, and hardware updates, there is a cost of \$3,450 to successfully reconfigure a DigiWX AV station. LifeFlight is committed to the continued maintenance of the 18 deployed weather station across Maine but seeks airport and/or municipal support in covering the cost of this important project. As such, we are eager to begin a dialog and bring this project to fruition.

Sincerely,

Joshua Dickson

Director of Aviation
LifeFlight of Maine
Cell (207) 299-7911
jdickson@lifeflightmaine.org

John Rolfson

Aviation Infrastructure Engineer
LifeFlight of Maine
Cell (207) 314-6132
jrolfson@lifeflightmaine.org

Memorandum of Understanding

The _____ Airport agrees to the proposed changes as outlined above and commits \$ _____ in funding support towards the completion of the AWOS relicensing project.

Name: _____ Title: _____ Signature: _____

Date: _____

LEASE AGREEMENT

This lease between the Town of Carrabassett Valley (hereinafter referred to as the "Town"), a municipality situated in Franklin County, Maine and Matthew D. Ward hereby referred to as "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 "Hanger Lot #4" more fully described in Exhibit "A" attached (hereinafter referred to as the "Premises").

This lease is for the term beginning June 15th, 2021 and ending December 31st, 2031 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 \$350 per year starting in calendar year 2021 (will be prorated for calendar year 2021). An annual inflationary increase based on the 12-month increase in the consumer price index (CPI-U) as determined by the U.S. Bureau of Labor Statistics for the Northeast Region will be added to this annual lease payment. In addition, an annual fee for use of the common electrical services (\$25 in 2020) paid for by the Town will be assessed as part of the annual lease fee. The lease fee is payable on the first day of July 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 aircraft and for no other object or purpose without written consent of Town, excepting Lessee shall be allowed 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. Lessee shall 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. Such items shall first be submitted to the Airport Committee and the F.A.A. for its review and recommendation. All buildings and improvements must be completely constructed within six months and must be structurally sound, and kept in good repair. The building exterior shall be finished with exterior wood and paint finish, as approved by the Board of Selectmen. All building construction must conform to F.A.A. Regulations, specifically Part 77 Protected Surfaces requirements. All buildings and grounds shall be kept in a clean and safe condition and 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 is terminated as of the date of transfer, unless the Board of Selectmen grant prior written consent of such transfer of ownership, and the transferee of such ownership interest executes a replacement lease upon terms and conditions satisfactory to the Town. With Board of Selectmen approval, all future leases (as a result

of a transfer of ownership of a hangar) will provide for a ten-year lease period and will include a five-year renewal option.

- 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' 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.
- 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 remedies 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.
- 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.

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, provided, however, that no permanent foundation will be constructed except as is currently (asphalt) in place at the same level as existing ground 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 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.

2 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, of 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 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 with prepaid postage addressed to Lessee at 1006 Red Stallion Drive, Carrabassett Valley, Maine 04947 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.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of June 2021.

TOWN OF CARRABASSETT VALLEY
By its Board of Selectmen:

LESSEE:

PROJECT WORK ORDER

Date: 4/27/21

Client: Town of Carrabassett Valley, Carrabassett Valley Trails Committee (CVTC)

Project: GIS Data Updates and Map Development for Town Trails

Primary Contact: Dave Cota, Town Manager

Phone: 207-235-2645

Email: towncvtm@roadrunner.com

Work order description (describe data/maps/analysis, attach additional information if needed):

CCGIS and CVTC worked together in 2019 to comprehensively map the interconnected Nordic skiing, mountain biking, and snowshoeing trails system at the Outdoor Center.

At this time, CVTC seeks to:

- Update and expand the master GIS trails database to:
 - Reflect recently adopted trail naming adjustments;
 - Capture trail closures and abandonments as well as newly constructed trails;
 - Integrate trails outside of the Outdoor Center north of the Carrabassett River, primarily Maine Huts & Trails' (MH&T) network; and
 - Add new winter and summer emergency access codes to all trails.
- Compile and gather supporting trail data for intersections as well ATV and snowmobile trails; and
- Produce two large format map to support emergency response planning for the summer and winter trail systems.

Total Project Estimate: \$ 4000-5000

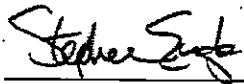
Cost notes (estimated hours, relation to budget, etc.):

- CVTC (Tim Flight) and CCGIS will work closely to finalize all needed trail data edits. CCGIS will not complete any field mapping work and will rely on data files shared by CVTC and MH&T.
- Final project deliverables will include:
 - Updated GIS data layers (in shapefile format) for trails, trail intersection IDs, and other mapped infrastructure or points of interest.

- o PDF files for two large format, planning maps (approximately 24"x36") for summer and winter emergency response planning. (The town will handle map printing unless later requested of CCGIS.)
- CCGIS works on a time and materials basis. Work on this project will be invoiced at \$75/hr.
- CCGIS will not exceed the maximum budget figure noted above without prior approval from CVTC and the town.
- CVTC hopes to have all needed data editing completed so that the summer emergency response map can be ready by early July.

This Project Work Order is good for 30 days from the date of issue.

AGREED BY:



4/27/21

Center for Community GIS

Date

Client

Date

Dave Cota

From: Geoffrey Sparrow <geoffs@greenlanternsolar.com>
Sent: Friday, April 30, 2021 11:00 AM
To: cota david
Cc: ronald kelly; Sacha Gillespie; Kim Bowie
Subject: Re: [EXTERNAL] Carrabassett Solar ; NEB credit information request from Green Lantern
Attachments: Net Energy Billing Proposal Town of Carrabassett Valley 20210430.pdf

Hi David,

Please find a Net Energy Billing (NEB) Offtaker Agreement Proposal attached to this email.

We are offering a 18% discount off the NEB Tariff Rates for up to 85% of the Town of Carrabassett Valley's (TCV) three largest meters. At an estimated \$12,848 dollars worth of load a year, the expected kWh credits needed to meet 85% of your total needs is 86,979 kWh per year. This equates to roughly 1% of the solar array at the sanitary district. At current NEB Tariff Rates, this results in annual savings of \$1,966/year. As Tariff Rates likely increase over the years savings will increase accordingly. FYI, we only sign up to 85% of the town's potential needs so that we don't risk the town having to pay for credits that get stranded in high production solar years or years where your energy consumption may fall.

We expect to start construction on the sanitary district array this year and anticipate a Commercial Operation Date (COD) towards the end of 2021.

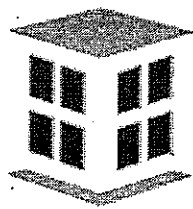
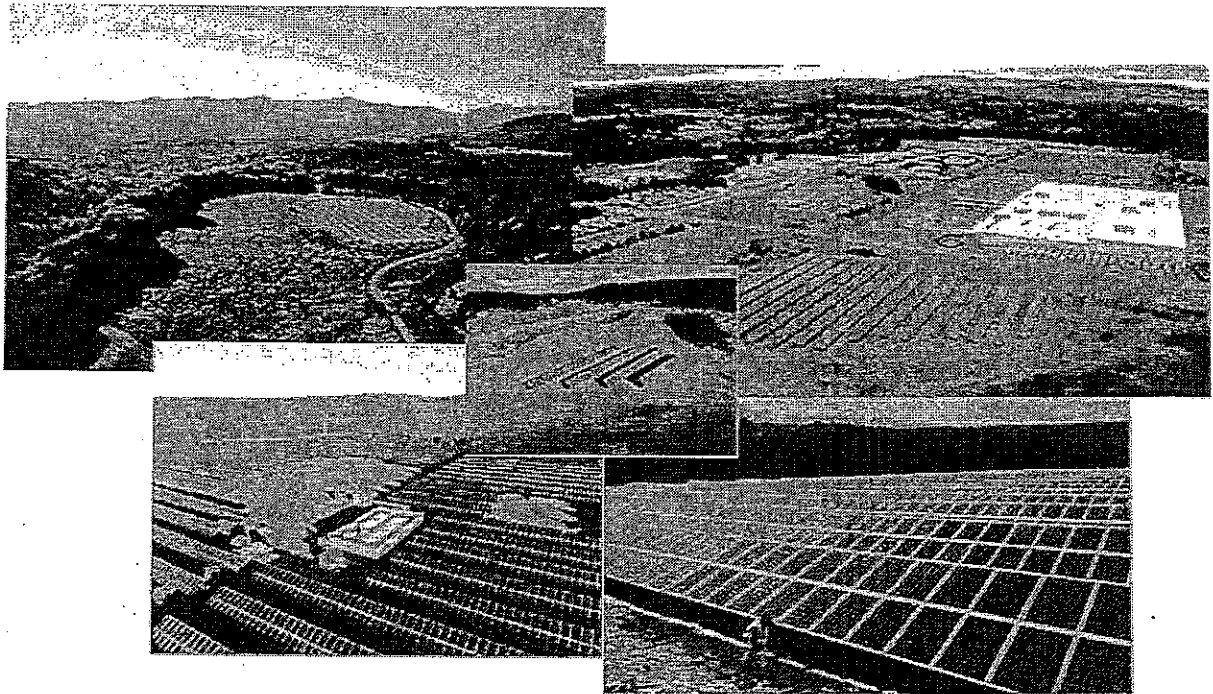
- There are some unique advantages of partnering with Green Lantern Solar for your NEB Solar Offtake needs;
- Green Lanter's business model is to own projects for their lifetime. This means that you will likely be working with the same company from day 1 for up to 25 years.
- We do not set a price floor on our NEB rates as many other companies do. This means that the risk is on Green Lantern if the NEB Tariff rates drop substantially. TCV will never get stuck paying more for NEB credits than it would cost you to just buy the electricity from CMP.
- Similar to the above, we do not have a fixed escalator on our rates. The discount percent stays constant year over year and is calculated against whatever Tariff Rate is set by the Maine PUC.
- We have our own Operations and Maintenance team that ensures our projects are always operating at their highest efficiency. If any service issues arise they are dealt with immediately.
- Our in-house Asset Management team tracks the energy production of all of our projects as well as the energy consumption of all of our offtakers. In the unlikely chance TCV's energy consumption starts to drop and risks stranding NEB credits our team will identify the issue months in advance and will work together with to re-assign credits as needed.

Thank you for the opportunity to submit this proposal. Let me know if you would like to set up a call to review the details as there is a lot of information here.

Best regards,

Geoff

Geoff Sparrow, P.E.
Director of Development



GreenLantern
S O L A R

Net Energy Billing Proposal
for
Town of Carrabassett Valley

April 30, 2021



INTRODUCTION

Thank you for the opportunity to present this proposal to the Town of Carrabassett Valley (TCV). The estimates and projections discussed herein are based upon annual electric billing data provided via email, current laws and regulations, and reasonable industry assumptions. Green Lantern Solar is a New England based vertically integrated solar development company with offices in VT, ME and MA. Our business model is to own projects for their lifetime, which means we intend to work with you for the duration of the proposed agreement. We have our own Construction and Operations & Maintenance teams that build, monitor, and maintain our systems to ensure that they are always operating at peak performance. Our Asset Management team keeps an eye on system production and our client's energy consumption to ensure that all solar credits are used effectively, interface with the utility on the customer's behalf, and answer any questions regarding billing.



SUMMARY OF BENEFITS / PROPOSAL

We reviewed the electric utility billing information for TCV's three largest CMP accounts provided on April 19th, 2021 via email. The three CMP accounts are classified as Small General Service (SGS) and have a total expense of \$12,848.47 per year. We are working with one year of electricity consumption data. This is sufficient date to properly size the number of Net Energy Billing (NEB) kWh Tariff Credits needed to meet up to 85% of TCV's potential net metering capacity. We limit maximum sizing to 85% to avoid the possibility of having kWh credits 'stranded' or lost due to high solar production years and/or low electricity consumption years.

- The annual average of charges that we used as the starting point for our calculations are \$12,848.47 for the SGS accounts.
- As usage and array output both fluctuate, we aim to offset around 85% of those charges with NEB Tariff kWh credits.
- The current Tariff Rate set by the Maine PUC for 2021 is \$0.125561/kWh for SGS accounts
- Based on the assumptions in the bullets above we propose to assign 86,979 kWh worth of Net Energy Billing (NEB) Tariff Credits to TCV on an annual basis.
- We propose TCV receive approximately 1.04% of the kWh Tariff Rate Credits produced by our Carrabassett Solar 1 array located on the Carrabassett Valley Sanitary District's property (total estimated production of the array is 8,382,400 kWh/year).
- **We are offering a 18% Discount** percentage on the Tariff Rates. The result is that **TCV will see a first year savings of \$1,965.82** based on current rates. Tariff Rates are anticipated to increase over time and therefore the savings should increase accordingly.
- The initial term of our Net Energy Billing Agreement is 20 years and has one 5-year optional extension.

- The discount percentage is fixed for the duration of the agreement. We do not require a 'minimum price floor' as some others in the industry do and therefore Green Lantern reduces the risk to the customer if Tariff Rates drop over time. TCV will ALWAYS save money and will never pay more for the kWh credits then they are worth.

SAVINGS SUMMARY	
Net Energy Billing Tariff Rate	\$ 0.1256
Savings Percent	18.00%
NEB Allocation (% of allocable bill)	85.00%
Suggested NEB Allocation (annual kWh)	86,979
First Year Savings	\$ 1,965.82
Initial Contract Savings (20 years)	\$ 45,870.97
Total Contract Savings (25 Years)	\$ 59,787.48

Over the life of the contract, assuming a reasonable annual 2.5% increase in the Net Energy Billing Tariff rate, an annual reduction in generation of 0.4% (due to panel aging), we estimate TCV will save \$1,965.82 in the first year, \$45,870.97 over the initial 20-year term of the agreement, and a total of \$59,787.48 with the 5-year extension taken into consideration (total term of 25 years).



NEXT STEPS

Green Lantern has reserved capacity for TCV on the Carrabassett Solar 1 project in conformance with the representations from the initial project developer from whom we are acquiring the project. If TCV wishes to proceed, the next step will be for us to present a Net Energy Billing Agreement for review, approval and execution.

Thank you for the opportunity to submit this proposal. We look forward to providing long-term savings to the Town of Carrabassett Valley.

Best regards,

Geoff Sparrow

Director of Development, Green Lantern Solar
Direct tel. 207-939-8615; Email: geoffs@greenlannersolar.com

Projected Utility Savings

YEAR	NEB TARIFF RATE	ANNUAL KWH ALLOCATION	NEB VALUE	ANNUAL ELECTRIC SAVINGS
1	\$0.1256	86,979	\$10,921.20	\$1,965.82
2	\$0.1281	86,631	\$11,095.06	\$1,997.11
3	\$0.1306	86,285	\$11,271.70	\$2,028.91
4	\$0.1332	85,940	\$11,451.14	\$2,061.21
5	\$0.1359	85,596	\$11,633.45	\$2,094.02
6	\$0.1386	85,254	\$11,818.65	\$2,127.36
7	\$0.1414	84,912	\$12,006.80	\$2,161.22
8	\$0.1442	84,573	\$12,197.95	\$2,195.63
9	\$0.1471	84,235	\$12,392.14	\$2,230.59
10	\$0.1501	83,898	\$12,589.43	\$2,266.10
11	\$0.1531	83,562	\$12,789.85	\$2,302.17
12	\$0.1561	83,228	\$12,993.46	\$2,338.82
13	\$0.1592	82,895	\$13,200.32	\$2,376.06
14	\$0.1624	82,563	\$13,410.47	\$2,413.88
15	\$0.1657	82,233	\$13,623.96	\$2,452.31
16	\$0.1690	81,904	\$13,840.86	\$2,491.35
17	\$0.1724	81,576	\$14,061.20	\$2,531.02
18	\$0.1758	81,250	\$14,285.06	\$2,571.31
19	\$0.1793	80,925	\$14,512.48	\$2,612.25
20	\$0.1829	80,601	\$14,743.51	\$2,653.83
21	\$0.1866	80,279	\$14,978.23	\$2,696.08
22	\$0.1903	79,958	\$15,216.69	\$2,739.00
23	\$0.1941	79,638	\$15,458.93	\$2,782.61
24	\$0.1980	79,320	\$15,705.04	\$2,826.91
25	\$0.2020	79,002	\$15,955.07	\$2,871.91
Total Contract Savings:				\$59,787.48