

Carrabassett Valley Selectmen's Meeting 4:30 p.m. Monday May 24th, 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. The State Legislature passed emergency legislation to allow public proceedings through remote access during the "State of Emergency" under guidelines.

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: #21 in the amount of \$31,098.60

Review and sign Town Expenditure Warrants: #22 in the amount of: \$155,371.90.

1. MINUTES from the last meeting (May 10th, 2021)—Attached.

2. NET ENERGY BILLING PROPOSAL FROM GREEN LANTERN SOLAR (the new owner of the solar project being developed on the Sanitary District land): Please see the attached proposal. If approved, the Town will see annual combined savings 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). The only potential downside is 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 (given the discounted electrical benefit and the anticipated future trend toward more electric usage that may not be a problem). This company has expectations of signing CVA and the Sanitary District (and possibly Sugarloaf) for this program. They have all of their "credits" produced by this solar array spoken for but agree to allow these entities to be part of their solar array.

At the last Select Board meeting Board members were concerned about being committed to a 20-year agreement and wished to speak to company representatives. We asked Geoffrey Sparrow, Director of Development for Green Lantern Solar, to response to this concern. Please find attached Geoff's (email) response. Geoff will also be on conference call at the Select Board's meeting to explain the program and answer any concerns the Board may have.

3. PROPOSED NEW FIVE-YEAR LEASE WITH BETWEEN THE TOWN AND SMC (SUGARLOAF) TO OPERATE THE OUTDOOR CENTER: The current 5-year lease runs out on June 1st. At the annual Town Meeting (April 14th) the voters voted to authorize the Select Board to enter into a new 5-year lease with Sugarloaf. It was pointed out in the Warrant Article that was approved that "If a large capital project is proposed for the Outdoor Center facilities and related trails a new lease will need to be renegotiated by the Selectmen and the Town voters would need to approve funding and cost sharing". The lease that is proposed (attached) is a lease renewal without consideration of a capital project.

We spent considerable time reviewing some "concerns" that were expressed (some in writing) primarily dealing with Outdoor Center winter operations. We compiled a list of these concerns that we previously shared with Sugarloaf and the Select Board. The primary concerns were summer Nordic Ski trail maintenance and daily reporting of trail conditions which we believe we addressed in the proposed lease (without trying to "micro manage"). The new lease calls for almost doubling the lease fee to \$20,000/yr. (plus annual inflationary increases or decreases).

4. ANNUAL WORK PLAN: Please find attached a proposed "Town Work Plan" 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 would like to review this plan with the Board.

5. COVID PROTOCHOLS: As of May 24th, the State has changed some of the regulations regarding social distancing and mask wearing. At the Town Office we will provide signage at the door saying "please wear a mask if not fully vaccinated". We will not be asking people if they are fully vaccinated. We will also not require "social distancing". However, we will continue to not allow people in the back offices for now.

6. DISCUSSION OF SOME POSSIBLE IDEAS FOR ENGAGING THE LEADERSHIP OF THE PENOBSCOT INDIAN NATION (PIN) TO OPEN A DIALOGUE ABOUT HOW PIN AND THE TOWN CAN WORK TOGETHER FOR OUR MUTUAL BENEFIT: As you may know, the Town (ATV, snowmobile, mountain bike trails and public use of the Carriage Road) has not yet been granted Use Permits for trails this year. Perhaps related, the State Legislature has tabled proposed legislation until January that deals with significant changes to the 1980 Indian Land Claim Settlement Act.

TOWN MEETING (School Budget and five additional "Town" Warrant Articles) 6:00 P.M. WEDNESDAY JUNE 2ND AT THE OUTDOOR CENTER
See attached Notice

TOWN OF CARRABASSETT VALLEY
MINUTES OF SELECTMEN'S MEETING
May 10, 2021

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

Others Present: **Dave Cota** **Deb Bowker**
 Josh Tarsus **Peter Smith**
 Lynn Schnorr

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 #18 in the amount of \$34,465.23 was reviewed and signed by Selectmen.

Expense warrant #19 in the amount of \$99,735 and #20 in the amount of \$10,810.90 respectively, were reviewed and signed by Selectmen.

The minutes of the April 26, 2021 were provided to the Selectmen for review and approval. Lloyd Cuttler made a motion to accept the minutes as written. Karen Campbell seconded the motion. Motion approved via roll call.

Dave Cota reported that the Trust for Public Lands (TPL) would like to form a promotional marketing partnership with Air B'n'B to promote rural areas that were involved with TPL projects in this case the Crocker Mountain Conservation Project. They would like to know if Carrabasset Valley would like to be part of this promotional effort as there are some conflicting opinions about Air BnB rentals in some communities. Lloyd Cuttler said he feels this promotion would be good for the Town, but he also acknowledged that some of the homeowner associations may want to address Air BnB issues if there are problems. Bob Luce said that, though he's not a fan of the short-term rental activity in his neighborhood, he feels the promotion of Carrabasset Valley is a positive thing. Following some discussion, the consensus of the Board was to move ahead with the promotional opportunity.

Dave Cota reported that Deb and Josh have been working on the Grant Application for the Norther Border Regional Commission Grant. The Town would be the recipient of grant funds, if awarded. There is no immediate match requirement, but there is money that was appropriated for the mountain bike trails that could be used as a match if awarded the grant and if required. Dave asked the Selectmen to authorize a resolution that is required as part of the grant (copy in the Agenda). Deb Bowker further explained the grant and its scope. Josh Tarsus has been in contact with State officials and, as mountain bike trail development is allowed in the Crocker Mountain Conservation Project (State of Maine) land we are allowed to move forward with trail development in this land. Dave Cota added that things have gone very well with the Wyman project. John Beaupre made a motion to approve the resolution as presented. Jay Reynolds seconded the motion. Motion approved via roll call.

Dave Cota provided an update on the State Legislation that proposed changes to the 1980 Indian Land Claim Settlement Act. The public hearing was held just recently. This bill (L.D. 1626) is

being moved to the next Legislative Session in January. There are still concerns about land management and the ability of fee land to be converted to federal trust land without Town approval. The Town has hired an attorney, who has been very helpful. But at this time, the legislation will wait until January. Lloyd Cuttler added that the representative from the Governor's office also indicated serious concerns with the proposed legislation.

Regarding annual "Use Permits" from the Penobscot Indian Nation (PIN) for use of trail corridors and use of the Carriage Road, there is supposed to be a meeting soon and we not certain what the outcome will be. He said that the lack of communication over the last couple of years has been disappointing, but the Town will continue to try to engage in discussions, since we wish to come up with ideas that are mutually beneficial for the future. John Beaupre thanked both Dave Cota and Lloyd Cuttler for their dedication to this matter.

Green Lantern Solar, the new owner of the planned solar project on the Sanitary District's land, has provided a proposal to provide "Net Energy Billing" that would provide approximately 18% discounts on three of the Town's largest CMP billing locations (AGC, Library and Town Office complex). Originally, this was going to be a community solar project, though it has not turned into that. They would like to have the Town facilities, CVA, Sanitary District and possibly Sugarloaf for electric customers. The commitment is 20 years with a 5-year option to renew. This is based on 85% of usage. There's good potential for savings, with about \$1,965 in the first year for the Town (total for the three locations). Board members had concerns regarding committing to a 25-years contract and wish to receive more information from the company. The Governor has capped the amount of wattage that can come out of this kind of program. John Beaupre asked that a representative of Green Lantern to talk with the Selectmen. Dave Cota will try to set something up for a future meeting.

As part of the Corona-Virus Response and Relief Supplemental Appropriations Act (CRRSA), the Sugarloaf Airport may apply for up to \$9,000 for airport operation expenses, which would need to be spent in four years, if received. There is no required match. John Beaupre made a motion to authorize the Town Manager to sign the grant. Lloyd Cuttler seconded the motion. Motion approved via roll call.

Dave Cota presented the Selectmen with a Warrant for the June 2 Town Meeting to be held at 6 p.m. at the Outdoor Center. This meeting is to approve the School Budget, as well as the five additional articles that had been outlined at the last meeting:

- Funding a new website for the Town (\$7,000)
- Paying a share of the new Airport AWOS frequency (\$3,450)
- Funding expanded digital mapping of local trails for EMS (\$5,000)
- New console radio system for the Police Department (\$30,000)
- Authorization to expend funds to construct the Airport Upgrades (town share: \$43,500)

Following review of the proposed warrant, Jay Reynolds made a motion to approve the warrant. Lloyd Cuttler seconded the motion. Motion approved via roll call.

Dave Cota reported that the proposal for State Legislative change to the Town's "State" Public Lot (1,203 acres purchased in the year 2000) deed restrictions has been moving along very well. He provided a draft revision for the Selectmen to review. The State Bureau of Public Lands has reviewed the document, and they acknowledge that the language is somewhat outdated, considering there's been commercial operation at the Outdoor Center for the last 30 years.

Dave said Senator Russell Black has been very helpful on this matter. The Legislative hearing is Thursday of this week.

Informational:

Hazardous Waste Day is July 10th, 9 a.m. to noon at the Carrabassett Valley Transfer Station.

The Carrabassett Valley Housing Committee is meeting on May 21st.

Dave Cota provided a copy of the annual "Town" work plan for the Selectmen to review, for discussion at the next meeting.

Dave Cota reported that there's been a gray area as to what the responsibilities of the Recreation Committee are, since there's nothing written to clarify it. He said it would be helpful if that could be better defined. Most Town committees have a mission statement or an ordinance, but this committee does not. Dave feels there have been some issues in the past and this should be an easy and collaborative process with the Select Board and the Recreation Committee to fix.

In accordance with M.R.S.A., Title 1, Section 405(6), Jay Reynolds made a motion to go into Executive Session. John Beaupre seconded the motion. Motion approved via roll call. The Board of Selectmen went in to Executive Session at 5:55 p.m. At 6:15 p.m. the Select Board voted to come out of Executive Session. Upon resuming the meeting, Dave Cota announced that he plans to retire from his position as Town Manager at the end of next March (2022). The consensus of the Select Board was to start the search process to replace Dave in August in hopes of having some overlap of time between Dave and the new Town Manager especially during the annual budget process.

Meeting adjourned.

Respectfully submitted,

Lynn M. Schnorr
Secretary to Board of Selectmen

Dave Cota

From: Geoffrey Sparrow <geoffs@greenlanternsolar.com>
Sent: Wednesday, May 19, 2021 8:16 AM
To: Dave Cota
Subject: Re: [EXTERNAL] Carrabassett Solar ; NEB credit information request from Green Lantern

Hi Dave,

I'd be happy to join your Board meeting on Monday the 24th. Let me know roughly what time you would want me to participate. Zoom works fine for me.

If the town wanted to get out of the agreement it would be responsible for finding a replacement entity with an equal credit rating to take over the agreement. This would mean another "Tier 1" subscriber, which means another town, wastewater treatment plant, or any entity that is able to raise taxes or rates to cover expenses. At the end of the day, Green Lantern would work cooperatively with the town to help find a replacement. There would always be a good chance that another one of our offtakers could take some more kWh credits so in that case, we might just assign more to them. Typically speaking most electricity users are going to use more electricity in the future due to beneficial electrification (heat pumps, electric vehicles, etc.).

Let me know if you have any other questions. I'm always happy to jump on a call too if that is easier for you.

Thank you,

Geoff

On Tue, May 18, 2021 at 10:40 AM Dave Cota <towncvtm@roadrunner.com> wrote:

Hi Geoff: A couple of our Select Board members want to know more about the consequences if for some reason our Town pulls out of the agreement down the road (due to more advanced electricity options, etc., etc.). My understanding is that we would be responsible for finding an interested replacement commercial customer to fill our "allocation". If not, what would we be responsible to pay for??

Our Board is meeting again next Monday (May 24th) at 4:30 and it might make sense for you to either "zoom in" or be on a conference call if it's possible?? You can better explain the program than I can and it might be a good idea for the Board members to hear from you. Any thoughts? Feel free to call me but if don't mind could you replay back with an answer to the question I raised above. Thank you.

dave

Dave Cota

Town Manager

Office: 207-235-2645

Email: towncvtm@roadrunner.com

From: Geoffrey Sparrow <geoffs@greenlanternsolar.com>

Sent: Friday, April 30, 2021 11:00 AM

To: cota david <towncvtm@roadrunner.com>

Cc: ronald kelly <ronkelly@megawattsolarconsulting.com>; Sacha Gillespie <towncvtax@roadrunner.com>; Kim Bowie <kimb@greenlanternsolar.com>

Subject: Re: [EXTERNAL] Carrabassett Solar ; NEB credit information request from Green Lantern

Hi David,

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

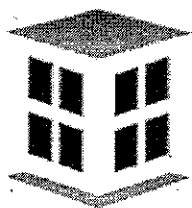
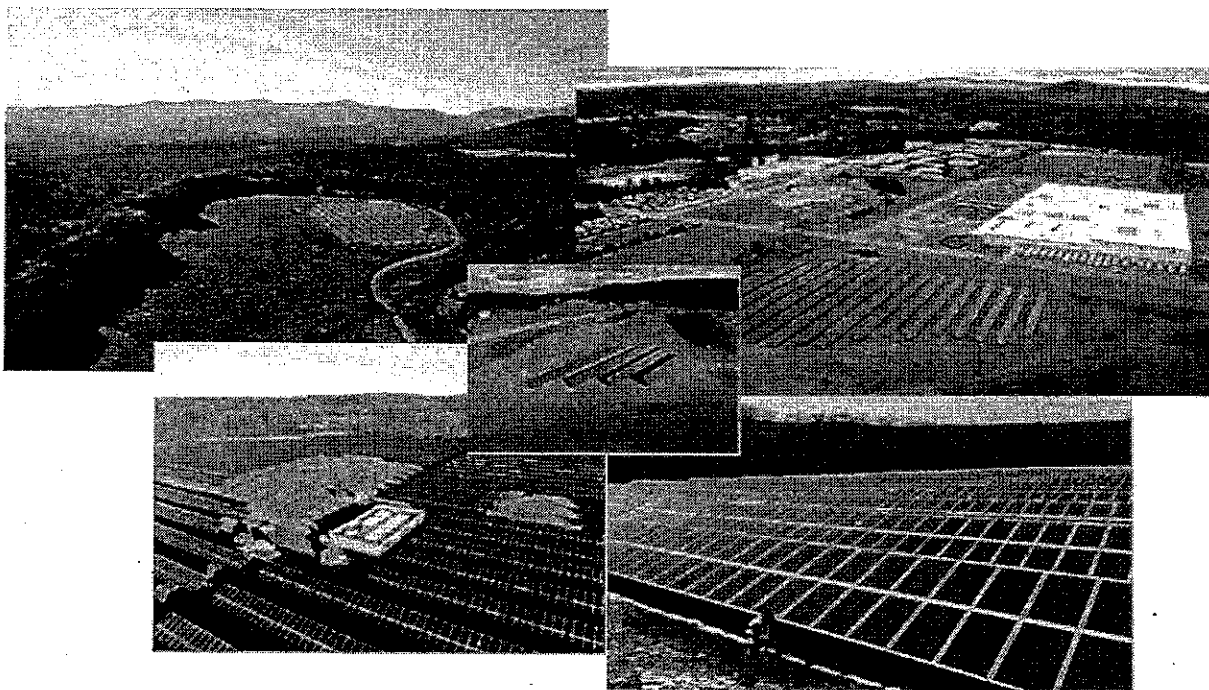
We are offering a 18% discount off the NEB Tariff Rates for up to 85% of the Town of Carrabassett Valley's (TCV) three largest meters. At an estimated \$12,848 dollars worth of load a year, the expected kWh credits needed to meet 85% of your total needs is 86,979 kWh per year. This equates to roughly 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,



GreenLantern
S O L A R

Net Energy Billing Proposal
for
Town of Carrabassett Valley

April 30, 2021

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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 data 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.

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- 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 than 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

LEASE/MANAGEMENT AGREEMENT

This agreement dated as of the 1st day of June, 2021, by and between the TOWN OF CARRABASSETT VALLEY, a Maine municipal corporation, (the "Town") and SUGARLOAF MOUNTAIN CORPORATION, a Maine corporation, ("SMC"), of Carrabassett Valley, in the County of Franklin and State of Maine, as follows:

WHEREAS, the Town is the owner of the Town's Public Lots in Carrabassett Valley, and the Sugarloaf Outdoor Center, located thereon, including the associated trail system and appurtenant facilities, (the "Outdoor Center"); and

WHEREAS, SMC has been managing and operating said Outdoor Center with a five-year lease which expires on June 1st, 2021; and

WHEREAS, the parties hereto wish to renew this lease under the terms under which SMC will manage and operate the Outdoor Center;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. The parties hereto agree to that SMC will be responsible for the following, and that the Town will cooperate with SMC in obtaining any necessary, appropriate or desirable licenses and permits (to be issued in SMC's name) in connection therewith:

A. To manage the Outdoor Center facilities, equipment and programs for a five-year period beginning June 1st, 2021 and ending June 1st, 2026.

B. To market, advertise and merchandise the Outdoor Center as part of the overall marketing and sales plan of SMC.

C. To operate the Outdoor Center to include: Facility operation and management of all Outdoor Center facilities, Outdoor Center Nordic and Snowshoe trails, ice skating rink, and associated business services, programs and events including: a full-service Nordic Ski shop to include recreational equipment rentals, retail merchandise sales, instructional programs, and special events. SMC may also operate or sub-contract a mountain bike retail and repair shop. Operation will also include food and beverage sales and facility rentals.

D. To hire and manage the staff associated with the operation of the Outdoor Center.

E. To use the Outdoor Center facilities for meetings, conventions and other special functions deemed necessary for the operation or increased exposure of the Outdoor Center.

F. To maintain the facilities and equipment of the Outdoor Center.

Normal operating expenses to be SMC responsibility
(See attached Exhibit A 'Lessee's Replacement, Maintenance,
and Repair Responsibilities')

Capital and Structural improvements to be Town responsibility
(See attached Exhibit B 'Lessor's Replacement, Maintenance,
and Repair Responsibilities')

Town and SMC agree to communicate and plan for any repairs or
maintenance on building, trails, or ponds prior to repairs or maintenance.

H. Upon the termination of this Agreement to vacate the premises leaving
them in good condition, normal wear and tear excepted, including at least the
following furniture, fixtures and equipment all in working order:

- cafeteria tables and chairs for at least 100 people

2. In consideration for undertaking the above responsibilities, SMC will establish prices
and rates for goods sold and services provided, and charge accordingly for such goods
and services.

3. SMC will pay rent to the Town as follows:

\$20,000 annual rent, payable April 1st of each year during the term. The rent amount shall
be increased or decreased annually, as applicable, by the 12-month percentage increase
(or decrease) in the consumer price index (CPI-U) as determined by the U.S. Bureau of
Labor Statistics for the Northeast Region for the preceding calendar year. Lease
payments must be paid to the Town no later than April 30th of each year.

4. With the prior written (email accepted) consent of SMC (not to be unreasonably
withheld, conditioned or delayed), the Town, its residents, taxpayers and local non-profit
organizations may use the Outdoor Center Facilities as follows: (Note: taxpayer shall
mean current Carrabassett Valley Taxpayer and shall include the taxpayer's spouse and
any children. (Note: facility shall mean the lodge (excluding ski and bike shop, storage
areas, office and utility areas) the bathrooms, kitchen and deck/porch areas. Use of the
Kitchen will be allowed for functions but may be subject to use charges and insurance
requirements by SMC).

The Town may use the Outdoor Center Facilities for municipal functions at no charge;

Local non-profit corporations and organizations, on a case-by-case basis (determined by
the Town and SMC based on size of the event and other factors), may use the Outdoor
Center Facilities for their specific functions. For small functions (to be determined by
SMC and the Town) there shall be no charge for the function. For larger functions (also
to be determined by the SMC and the Town) there will be no standard fee for use of the
facility. However, cleaning fees and all other optional services requested may be
charged by SMC.; and

Town residents, taxpayers and local non-profits and organizations will be allowed to "self-
cater" (food and beverage) private and group functions subject to the following
requirements:

To obtain and maintain a State liquor license at the Outdoor Center, SMC must comply with State liquor license requirements. To do so, and to allow "self-catering" as described above, SMC agrees that for any self-catered events for which the contracting party wishes to have alcoholic beverage service:

- SMC will supply the same at a price to the organizer equal to SMC's cost of supply.
- SMC will provide for each event, free of charge, one bartender trained as per State requirements.

All of the foregoing uses will be subject to and conditioned upon the applicable user

- (i) Paying SMC for its standard charges of staffing such functions (including but not limited to pre and post event cleaning and event security staffing),
 - (ii) Execution of, as applicable, SMC'S standard Site Use Agreement or Group Sales Contract in connection with any such functions, and
 - (iii) Procurement of any insurance and permits reasonably requested by SMC in connection therewith. All uses pursuant to this Section may not be booked more-than 18 months in advance, and-will not be available when the Outdoor Center Facilities are otherwise booked for events. Taxpayers and residents MUST identify themselves as such at the outset of the booking process in order to receive the discounted rates.
 - (iiii): Taxpayers and Residents shall receive a 50% discount off the standard facility fee and this shall be listed conspicuously as a check-off in the Facility Use Application. This discount shall not apply to cleaning fees or all optional service fees (such as dance floor, sound system, etc.).
5. During the term of this lease, SMC will continue to provide Carrabassett Valley residents and taxpayers discounted rates for Nordic Ski season passes (for the Outdoor Center).
 6. Lessee shall not sublet the whole or any part of the leased premises, or assign any of its rights under this Lease, without the prior written consent of the Town (such consent not to be unreasonably withheld, conditioned or delayed). The Town encourages subleasing a portion or all of the facilities in the "offseason" meaning spring, summer and fall months for the purpose of promoting mountain biking, hiking and other like outdoor recreational pursuits. All subleases must be in conformance with all of the provisions and conditions of this agreement. Consent to a sublease shall not be deemed to be a consent to any subsequent sublease.
 7. The parties hereto agree that SMC and the Town will work together to provide Town recreational opportunities (skating, etc.) as recommended by the Town Recreation Committee.

- 8 SMC will hold the Town harmless and indemnified from all injury, loss, claims or damages to any person or property arising out of the use and operation of the Outdoor Center, unless caused by the negligence or default of the Town. SMC will provide and pay for all risk and liability insurance with limits reasonably acceptable to the Town, naming the Town as additional insured.
9. The Town may terminate the participation of SMC set forth in this Agreement if SMC fails to perform its obligations set forth hereunder in any material manner upon written notice to SMC, provided that SMC has thirty (30) days from receipt of said notice to cure such default or such longer period as may be reasonably necessary to cure such default so long as SMC is diligently pursuing a cure.
10. Town or SMC may terminate the participation of SMC set forth in this Agreement, for any reason, upon written notice to the other parties hereto by March 30th of any year of the term of this Agreement, such termination to be effective as of May 1 of the year of such termination. In the event that the Town undertakes a major capital project at the Outdoor Center (major renovation and/or expansion of the Outdoor Center building facilities), the Town reserves the right to renegotiate the terms of this lease. Both parties agree to negotiate in good faith.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
Signed and Sealed as of the date set forth above.

WITNESS:

TOWN OF CARRABASSETT
VALLEY

By: _____

Its Selectmen

SUGARLOAF MOUNTAIN
CORPORATION

By: _____
It's: _____

Exhibit A

SMC's (Lessee's) Replacement, Maintenance, and Repair Responsibilities

Lessee shall have the following replacement, maintenance and repair responsibilities:

1. Maintenance, repairs and improvements to the interior and certain exterior portions of the Touring Center Buildings as specified below:

Installation and repairs to all telephone systems and equipment, security systems and equipment, radio and television broadcast, music sound systems, transmission systems and equipment, and computer systems and equipment.

Painting/Staining, and non-structural repairs and improvements to the Interior of Buildings and to exterior decks.

Cleaning, repair and replacement of all interior carpeting and flooring

Repair of broken window hardware and of broken windows due to SMC negligence or broken during operation of Outdoor Center. (Town shall be responsible for replacement of windows due to infrastructure decisions.)

Annual maintenance and minor repairs to heating and electrical systems, and interior and exterior lighting systems.

Annual maintenance and minor repairs (non-infrastructure) to plumbing and drain systems including blocked drainpipes, repairs of faucets and pipes, repairs and of toilets and fixtures, repair and replacement of hot water heater, interior frozen pipes and associated damage, repair of interior and exterior grease trap systems.

Annual maintenance and minor repairs to the septic system.

Annual maintenance of Chimney (i.e. cleaning, not structural repair)

Purchase, installation and maintenance and repair of all kitchen equipment (including without limitation, all stoves, ovens, vents, grills, refrigerators, freezers, pots and pans, food and beverage preparation equipment and furniture, cooking and serving utensils, glassware, silverware, plates and dishes, all sinks and dishwashing equipment, and anything generally in the nature of food and beverage preparation, storage service and related cleaning equipment and materials).

Purchase, installation and maintenance and repair of all interior and exterior furniture.

Maintenance and repairs to all equipment including the Zamboni (Town responsible for major repairs to Zamboni as described in the Exhibit B).

Town and SMC officials will meet semi-annually in May and October of each year to assess needed repairs, maintenance and replacement. It is anticipated that Town and SMC representatives will work cooperatively to correct facility deficiencies and effectively communicate facility problems and concerns.

2. Maintenance, repairs and improvements to the Skating Rink, Trail System, and Grounds:

Skating Rink:

SMC will be responsible for repairs and maintenance for the operation of the skating rink. Town and SMC officials will meet annually in May of each year to assess needed repairs, maintenance and replacement. Needed replacement of all structural components of the skating rink (dasher boards, lighting, etc.) will be the responsibility of the Town. Maintenance and repair will be the responsibility of SMC.

Trail System:

SMC will be responsible for all maintenance of the Nordic ski trail system (clearing of trails, mowing, minor bridge repairs, signage, etc.). Replacement of all major bridges and culverts will be funded and undertaken by the Town. However, SMC will attempt to provide limited participation in the planning and implementation of these and other capital improvement and development projects as approved by the Town and SMC. SMC limited participation will include "men and equipment" (no capital). All major bridges will be identified in a separate 'Touring Center Bridge Inventory'. Town financial participation in major bridge repair and trail development will be contingent upon Town Meeting approval of funds for this purpose. The Town will use commercially reasonable efforts to upgrade most, if not all, Nordic Ski trails up to a standard that will allow for trails to be mowed (subject to exceptions for topography, ledge, wet areas, etc.). Subject to the foregoing, SMC will mow Nordic ski trails at least once a year (excepting wet areas and "unmowable areas" where SMC will provide other means of maintenance such as weed-whacking, etc.). Nordic Trails will also be cleared annually and as needed during the ski season of all downed trees and brush and trail site lines will be maintained. Snowshoe trails will be also be brushed out and cleared of trees at least annually and as needed during the winter season. SMC will be responsible for the placement of all ski and snowshoe trail signage and the Town will provide the signage. Town is responsible for the signage for the Mountain Bike Trail System which shall be mutually agreed upon between the Town and SMC. As one of the premier Nordic Ski Centers in New England, Nordic ski grooming is expected to meet the highest standards provided by the best Nordic Ski centers in New England. Nordic Ski conditions are expected to be updated daily on SMC's website. Town and

Sugarloaf representatives will meet in the fall and in the spring to assess trail maintenance responsibilities and to ensure compliance.

Touring Center Grounds and Road:

SMC will provide on-going maintenance of the Outdoor Center grounds and road consisting of mowing, tree removal and pruning, maintenance of septic system, road grading (grading at least twice a year in the fall and in the spring) and plowing and sanding of the Outdoor Center Road and parking lot. SMC will also mow the roadside of the Outdoor Center Road.

Exhibit B

Lessor's (Town's) Replacement, Maintenance, and Repair Responsibilities

Lessor shall be responsible for, but not limited to, the following major exterior and interior structural replacement, maintenance and repair responsibilities:

Repairs and Improvements as specified below, but not limited to, provided that such repairs and improvements are caused by normal wear and tear and are not caused by negligence on the part of the Lessee or Lessee's employees, agents, representatives, guests, invitees or customer):

- Replacement of the skating rink Zamboni and repair of all major components
- Exterior painting of buildings
- Window Replacement
- Replacement and major repair of heating system
- Replacement or major repair of electrical system
- Replacement or major repair of plumbing system including exterior frozen pipes and associated damage going to the septic system
- Repair and replacement of the Roofing System
- Replacement of all Decks and Patios
- Repair and replacement of chimney and vent Systems
- Upkeep and repair of Dam
- Town Responsibilities described in 'Exhibit A'

2021 Proposed Town Work Plan

In addition to normal Town Operations the following is a list of on-going and/or potential projects for 2021: With the realities of COVID-19 some of these projects/initiatives had to be put on hold. The intent with the Work Plan is to “make sure everyone is on the same page” with regard to current projects and to list other projects that may be “on the radar” for the future.

- Continue to Manage COVID-19 protocols for all Town facilities. Hopefully, we are reaching a point in the near future where this will no longer be necessary. On May 24th, social distancing is longer required and masks are not required for those fully vaccinated.
- Penobscot Indian Nation (PIN) Relations and Potential State Legislation: Continue to attempt to open a dialogue with PIN representations to discuss how we can work together for the future for our mutual benefit (including a discussion of Trust Lands if that is something that PIN wishes to pursue). Also discuss how the Town can receive annual use permits for ATV, snowmobile, Nordic ski and mountain bike trail corridors on PIN land in CV. Also, continue to monitor proposed State legislation concerning potential changes to the 1980 Indian Land Claims Settlement Act that would have a major impact on CV. *This continues to be very important but also very time consuming.*
- Complete engineering plans, permitting and bidding for proposed new Airport Taxi Lane Planning Project that will allow additional private hangar. An F.A.A Construction Grant application was submitted prior to the May 1st deadline. *Planning Grant (design, permitting and bidding) completed (needs grant close-out). Construction grant application has been made; awaiting results. The Town to vote on June 2nd as to whether or not to accept the grant funding, expend existing Town funds for the project to complete the project.*
- Potentially, receive Town and F.A.A. Grant approval for the Airport Taxi Lane Construction Project which, if approved, could start in 2021 but most likely would start in 2022.
- Recruit New Town Assessor (or contract out): Late Fall start.
- Recruit New Town Manager: Current Manager retiring the end of March 2022. Discuss search process in August.
- Continue trail bridge replacement projects on the Public Lot. Considerable project with ten new concrete panel bridges being replaced in 2021 and \$93,000 being expended. As of 12/31/2020 there was \$140,767 in the Public Lot account. *Much has already been completed in 2021*
- Forest Management on Public Lots: Complete timber harvesting on approximately 60 acres on the public lot (July/August project): Revenues are expected in the range of \$30,000. Also, look at completing a Forest Management Plan for the Jones Public Lot (although wood harvesting on that lot could be ten years away). In addition, look at the feasibility and logistics involved with harvesting approximately 130 acres on the Town Public Lot (“Block B”) that would need to be a winter operation and would need to be accessed with approval from Sugarloaf land. Also, need to schedule an informational meeting (in conjunction with Select Board meeting in early June).

- Potential Significant Outdoor Center Improvement Project??: Sugarloaf has asked the Town if there is interest in working together in the development of a major capital project at the Town-owned Sugarloaf Outdoor Center. Current discussion consists of constructing a roof over the skating rink, snowmaking on 2.5K of the race course and stadium area, a tubing park, expanding the facility kitchen and providing a lighted snowshoe trail. There appears to be a need for a substantial amount of planning and public process related to this project. The Select Board will need to decide how to properly move that process forward.
- Potential need to change the deed covenants on the Town's "State" Public Lot to eliminate any possible adverse legal issues with current and future "commercial" activities at the Outdoor Center. *We have been working with the State Bureau of Public Lands and our legislators (State Senator Black and State Representative Skolfield (and State Representative Landry of Farmington) involving State legislation (L.D. 1690) to seek a more permanent change to the deed covenants in this regard. The changes we have sought was voted unanimously "ought to pass" by a Legislative Committee and the legislation is now headed to the full State Legislature.*
- New Outdoor Center Lease with Sugarloaf: The current lease runs out the first of June. A new five-year lease is being proposed and will soon be considered by the Select Board as the Select Board has authority to sign a new lease. However, if a significant infrastructure project is proposed, financing and lease amendments will be needed by way of a Town vote.
- Potential ADA Compliance Issues: We may be looking at how to address what appears to be violations of ADA standards at the Outdoor Center (easier fix) and the Golf Course Clubhouse (from the parking lot to the Clubhouse). Issues have recently surfaced following a complaint. Sugarloaf is reviewing how to adequately address these issues with the Town.
- Continue Mt. bike trail development: A significant multi-year project on the State-owned Wyman/Stoney Brook/Crocker Mt. area is being developed. Additional trail development on the Town-owned Jones Public Lot may happen at some point depending on ability to secure either a use permit or an easement on the railbed south from the Carriage Road to this lot. Continue to finish mountain bike trail signage project (provided funding is approved, expand digital mapping of area trails for emergency management).
- Recreation Director Deb Bowker, and Mountain Bike Trail Supervisor Josh Tauses are working on a significant grant opportunity with Northern Border Regional Commission funding to fund trail development on the State-owned Crocker Mt. Conservation Land. This could be a huge help in the development of this trail system. They have submitted the grant application and expect to hear back in the near future.
- Start new Town Comprehensive Plan Process: Due to COVID-19 this we *backed off this project in 2020*. With improvement of the COVID situation we hope to move forward very soon with the project which has a very large Committee.
- Employee Housing Initiative: Selectperson John Beaupre and Planning Board member and CVA representative Tim Flight will lead a Committee representing interests from the Town, CVA, Sugarloaf and Other Businesses in exploring options for developing employee and other housing.

- Purchase Tractor for the Transfer Station. *Completed recently.*
- Continue to pursue the possibility of purchasing the portion of riverfront land Dead River Company owns adjacent to the Town Park land. Due to COVID not much correspondence. However, we have started to correspond with a new company representative whom we have been told to work with and we hope to initiate a conversation in the near future (we are told to be patient).
- Recreation Committee Responsibilities: After reviewing Town records, it appears that the Town's Recreation Committee was adopted by the Town in 1984 but no information was provided as to what their responsibilities were. In recent years, there have been some issues as to what the responsibilities are (and are not). Hopefully, it would be relatively easy to create guidelines for this Committee that could be approved by the Board of Selectmen with input from the Recreation Committee.
- Redesign of the Town's Website: If funding is approved this could start in 2021.
- Decide whether or not to pursue a Net Energy Billing Contract with owner of the Carrabassett Solar Project being developed on Sanitary District land (would provide electrical energy cost savings for three facilities (AGC, Library and Town Office Complex).

Town Park(s) and Town Office Projects:

- Provide new electrical line from the Park Bay building to the Town Park Pavilion. *Completed.*
- Replace underground propane gas tank near Park Bay building? This should be done if a paved walkway is constructed to the Pavilion.
- Install new water fountain in park area.
- Rehab the old "Dog Pound" space in the Town Park Bays into usable space for Summer Camp (should happen before Summer Camp starts). With remaining funds in the Pavilion Project, construct new walkway to pavilion.
- Replace Rinnai propane heater in the Town Manager's Office. Ordered; waiting for install.
- Price new siding on the Town Office building?
- If funding is available, purchase new chairs and conference table for conference room.
- Install "Dog Under Control" Signs and dog poop dispenser at the Airport Trail Head.

Other Infrastructure Projects "on the list" as needed (at some point):

- Information Center: Obtain budget to replace siding on three sides of the building.
- Solar panels for Town Sign to providing lighting for it? *Look at in 2021?*
- Generator for AGC/Library?
- New Communication Console Radio System for the Communications Center using funding received from reimbursement for Police Office replacement (from another community)?
- New frequency for Airport AWOS

"Further Study" or Funding Needed for Future Projects:

- Work with Sugarloaf and Western Maine Transportation to determine the feasibility of developing a Bus Wash Facility at Sugarloaf (for Sugarloaf and Sugarloaf Explorer Transportation Buses) hopefully, utilizing existing program funds.
- Further research options for better Cell Phone Coverage for the "Valley Area". No easy answers for this but do further research.
- Golf Course 11th Tee Bank Stabilization Issue: We may or may not need to proceed with some detailed engineering and eventually, a potential substantial construction project, to preserve this iconic scenic location. At a standstill as to whether there is a need.
- Outdoor Center Road Project: We do not have adequate funding in 2021 to rehab and pave the lower section of this road (only \$3,368 in Highway Fund and approximately \$3,500 additional anticipated in 2021).
- Continue preliminary discussions with Sugarloaf regarding building Par 3 golf course adjacent to the Town-owned golf course. This may be a serious consideration for Sugarloaf as they move forward with their 'West Mountain development plan'. The Town may be the primary funding source for this project much like the existing golf course. The Town will forever receive significant property tax revenue from the homes that will be built in this development project. The par 3 project may be a couple of years out but will need to be scoped out as to "next steps" as this will involve a significant planning and permitting process.
- Look at the feasibility of purchasing the 95-acre "Brochu Lot" that abuts the "Ted Jones Lot"; the owners previously expressed interest in selling. If interested, we would need to determine if it makes sense for the Town to consider in terms of trail development and other purposes.

Town of Carrabassett Valley Town Meeting

Regarding School Budget Appropriations and added projects

June 2nd, 2021 at 6:00 p.m. at the Outdoor Center

A Town of Carrabassett Valley Town Meeting will be held at the above time and place to consider approval of the annual School Budget (2021/22). Also, on the Warrant, are requests for:

- Funding a new Town website design (estimated budget \$7,000 from Surplus)
- Paying the Town's proposed share of a new Airport AWOS frequency (\$3,450 from Surplus) in collaboration with Life Flight of Maine.
- Funding for expanded digital mapping of area trails (\$5,000 from Surplus) for emergency management
- authorization for funding for a new communication console radio system for the Police department dispatch (up to \$30,000 from Police Department training reimbursement funding).
- To authorize the Board of Selectmen to accept FAA and State Grant Funding (estimated to be \$593,500) and to expend up to the 2021 funds in the Airport Reserve Fund (estimated up to \$43,500) to construct the proposed Airport Taxi Lane Project.

A copy of the Town Meeting Warrant can be viewed on the Town Website (www.carrabassettvalley.org) or a copy can be obtained at the Town Office.