

# **Memorandum of Understanding**

Between the Town of Dixmont, Maine (hereinafter referred to as “the Town”)  
and  
The Gold Crest Riders Snowmobile Club (hereinafter referred to as “the Club.”)

## **Part A – Routine Use of the Club's facilities**

(Codifying an existing agreement)

1. In exchange for an annual payment from the Town, the Club shall make its meeting room facilities available to the The Town following reasonable notice at any time when the facility has not been previously scheduled for another event. “Meeting facilities” shall mean the entirety of the main room, as well as access to the restrooms, and includes the heating and cooling of the main room and use of electrical outlets. Access to the kitchen and kitchen appliances, as well as any additional rental fee therefor, may be negotiated on a case-by-case basis.
2. The annual payment shall be an amount equal to the annual property tax imposed by the Town on the Club. The Town will issue the property tax bill to the Club in the normal course of Town business. The annual payment to the Club shall be be paid to the Club the day following the first regular meeting of the Select Board following the date the Club makes full payment of taxes to the Town.
3. At any time when the facilities of the Club are being utilized by the Town, the Town will designate a Town representative to be present to monitor and supervise the Town's use of the property.

## **Part B – Emergency Use of the Club's facilities**

(Dependent on Town securing grant funding)

1. In exchange for the Town making certain improvements to the facilities, the Club agrees that the building will be designated as the officials emergency shelter for the town, and agrees that the building shall be designated as such in any emergency plan or document prepared and approved by the Town, the County of Penobscot, the State of Maine, or the United States of America.
2. The Club further agrees that in the event of an Emergency Declaration by the Town, County, State, or Federal Government, where such emergency declares the need to provide temporary shelter to persons affected by the emergency, the Club shall make the entire building immediately available to the Town, on a 24-hour basis, for the duration of the declared emergency or until such time as temporary shelter is not needed. This action may preclude the use of other activities of the building, even if they have previously been scheduled.
3. To offset costs that the Club that may incur by loss of rental revenue or increased over-night utility costs, the Town will pay the Club a stipend of \$100 per day or fraction thereof for use of the facility as an emergency shelter.
4. Additionally, as funds become available through grants and sources other than property tax revenue, the Town agrees to supply the following items to the Club
  - two or more heat pumps sized to provide heating and cooling of the main hall.
  - a propane-powered generator sized to power the entire building, including the operation of the heat pumps.
  - outdoor security lighting
  - additional indoor lighting
  - a folding room divider to segregate a sleeping area from other areas of activity during the emergency.
  - smoke, carbon-monoxide, and propane leak detectors as needed.
  - A fiber optic broadband connection and wireless router
  - A charging station for electronic devices

5. At any time when the facilities of the Club are being utilized by the Town, the Town will designate a Town representative to be present to monitor and supervise the Town's use of the property..

This agreement shall remain in effect for a period of five (5) years, during which time any items installed by the Town shall remain the property of the town. As such the Town will be responsible, and shall pay for, the maintenance, repairs, and upkeep of the items, and the Club shall be responsible, and pay for, the utility costs of operating all devices, except that the Town will pay for the first year of Internet service, After the first year the Town and the club will evaluate the utility of the Internet service and determine whether the town should continue to pay the cost of the Internet service, the club will pay it, or the service will be discontinued.

The Town and the Club, if either wishes, may renegotiate the terms of this Agreement for an additional five years. The installed items will remain the possession of the Town for a total of 10 years, and should either party decline to extend the agreement for another five years the Town may remove some or all items from the facility.

After 10 years all improvements will become property of the Club.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

For the Town:

For the Club:

\_\_\_\_\_  
David Bright, First Selectperson

\_\_\_\_\_  
Darcy Furrow, President

\_\_\_\_\_  
Donald Pendleton, Second Selectperson'

\_\_\_\_\_  
James Zimmerman, Third Selectperson