

**COOPERATIVE AGREEMENT
BETWEEN
Main Street Skowhegan
AND
The Town of Skowhegan**

This Cooperative Agreement “agreement” is made and entered into on this _____ day of _____, 2025, by and between Main Street Skowhegan, a 501(c)(3) nonprofit corporation located at 65 Water Street, Unit 1, Skowhegan, Maine, and the Town of Skowhegan, located at 225 Water Street, Skowhegan, Maine. This agreement outlines the responsibilities and commitments of both parties regarding the development, operation, and maintenance of the Riverfront Promenade/Boardwalk or “boardwalk” as defined below.

The boardwalk will connect the Kennebec River gorge in downtown Skowhegan to the town’s commercial district, running from the Old Mill Pub at 39 Water Street to the municipal building at 225 Water Street. This new infrastructure will feature an ADA pedestrian walkway overlooking the river gorge, dedicated viewing areas, and river access via stairs from the parking lot to the water’s edge.

The boardwalk will be built in phases, starting with Phase 1, which will be approximately 115 feet long and 17 feet wide (4,500 square feet) starting from the walking bridge heading West toward the Old Mill Pub. The Town either owns the property or holds a signed easement with the property owner for construction of the boardwalk in this section.

WHEREAS, Main Street Skowhegan has led the planning, fundraising, and project management efforts for the boardwalk, continues to take the lead on Phase 1 development of the boardwalk, and has secured funding for engineering and design, as well as Phase 1 construction; and

WHEREAS, the Town of Skowhegan is committed to supporting this transformative community project, but wishes to minimize financial burden on taxpayers and town staff;

NOW, THEREFORE, the parties agree as follows:

Main Street Skowhegan Responsibilities

Project Management & Fundraising

- Main Street Skowhegan will continue to lead all project management and fundraising efforts for the boardwalk, including, but not limited to, securing all necessary funding for future phases of boardwalk construction.

Contractor Hiring & Agreement Execution

- Main Street Skowhegan will bid out the project and hire a contractor to carry out Phase 1 construction.

- The construction contract will be an agreement between Main Street Skowhegan and the selected contractor.

Financial Administration

- As the grantee for the boardwalk project, Main Street Skowhegan will pay construction bills and submit for reimbursement to the federal government in compliance with federal HUD (Housing & Urban Development) grant requirements.

Coordination with Contractors & Engineers

- Main Street Skowhegan will coordinate with contractors, engineers, and the project team to ensure the successful completion of Phase 1 construction, including meeting all technical, environmental, and regulatory requirements.
- Main Street Skowhegan will ensure that any contractors engaged to construct Phase 1 of the whitewater park hold liability insurance coverage of no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Environmental Mitigation Funding & Compliance

- Main Street Skowhegan will raise funds to cover the cost of any necessary environmental mitigation and will work with contractors, engineers, and the project team to ensure that all environmental mitigation tasks are completed in accordance with state and federal project permits.

Maintenance

- Main Street Skowhegan shall establish and maintain a dedicated maintenance fund for Phase 1 of the boardwalk. This fund is intended to supplement the Town's Highway Department budget by covering the cost of decking materials should replacement needs exceed the Town's available allocation. The Parties agree that this fund will be applied specifically to material costs, while the Town remains responsible for providing labor.

Event Coordination and Safety

- Main Street Skowhegan will coordinate riverside events held on the boardwalk, including planning, staffing, safety oversight, and execution of both public and private events. This signed agreement will serve as an approved Parades & Processions permit through the term of this agreement, granting blanket permission for Main Street Skowhegan to run events on the boardwalk*.
- Main Street Skowhegan will provide a Certificate of Insurance for event liability coverage to the Town on an annual basis.
- Main Street Skowhegan will coordinate with the Town of Skowhegan's emergency services, including the Fire Department, Police Department, and other relevant first responders, to ensure appropriate coverage and support during all events. Main Street Skowhegan will take the lead in planning and paying for emergency response, communicating event needs in advance, and ensuring that safety protocols are followed in collaboration with town officials.

Town of Skowhegan Responsibilities

Construction Management Support

- The Town of Skowhegan agrees to provide Main Street Skowhegan support for construction management when needed, including the assistance of Town staff for expertise and guidance in selecting a contractor and for construction activities on the boardwalk, at the reasonable request of Main Street Skowhegan.
- A subcommittee, the Project Management Team (PMT) has been assembled and includes key stakeholders (see whitewater park cooperative agreement) who will meet to discuss the whitewater park and boardwalk and provide communication, updates, and guidance for both construction projects.

Liability Insurance Coverage

- As the property owner and holder of secured easements, the Town of Skowhegan will provide liability insurance coverage for the boardwalk under the existing municipal umbrella policy.
- Main Street Skowhegan will cover costs of increased insurance premiums resulting from the addition of the boardwalk on town land.

Maintenance & Snow Removal

- Main Street Skowhegan shall be responsible for snow removal on Phase 1 of the boardwalk.
- The Town of Skowhegan shall be responsible for replacing deteriorated or damaged decking materials, consistent with its established practice of maintaining public infrastructure such as the walking bridge. Main Street Skowhegan will establish a dedicated maintenance fund for Phase 1 of the boardwalk to support decking replacement, with the understanding that this fund may be used to cover material costs exceeding the amount budgeted by the Town's Highway Department.
- If the boardwalk requires more significant maintenance beyond the Town's ordinary scope or resources, Main Street Skowhegan and the Town shall work collaboratively to identify and secure appropriate funding to ensure the continued upkeep and functionality of the facility.
- This maintenance obligation shall apply solely to Phase 1 of the project. For each subsequent phase constructed, the Parties agree to revisit and establish maintenance responsibilities prior to implementation.

Property Use

- The Town of Skowhegan recognizes that additional legal documents related to Main Street Skowhegan's use of the land for Skowhegan River Park infrastructure projects may be necessary. Therefore, the Town shall not unreasonably withhold execution of land use documents necessary for Main Street Skowhegan to carry out its operational responsibilities, including, but not limited to, easements, leases, and/or licenses.

General Terms

- **Amendment:** This agreement may be amended only by mutual written consent of both parties. Amendments and mutual written consent must be ratified by a majority vote of the select board and the Main Street Board of Directors.
- **Term:** This agreement shall remain in effect for 10 years from the date signed.
- **Dispute Resolution:** Any disputes arising from this agreement shall be resolved through good faith negotiation between the parties. If necessary, the parties may seek mediation or other alternative dispute resolution methods.
- **Severability:** If any provision of this agreement is held or rendered invalid by a court decision, statute, or rule, the remainder of this agreement shall not be affected.

*Parades and Processions permits will be waived as long as events do not add interfere with the safe or orderly movement of traffic on public ways, and where conduct of the parade, procession or event will not interfere with proper police and fire protection of, or rescue service to, residents of the Town of Skowhegan.

IN WITNESS WHEREOF, the undersigned have executed this Cooperative Agreement as of the date first written above.

Main Street Skowhegan

Signature: _____

Name: Kristina M. Cannon

Title: President & CEO

Date: _____

The Town of Skowhegan

Signature: _____

Name: Nicholas Nadeau

Title: Town Manager

Date: _____