

**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 Skowhegan River Park, specifically Phase 1 of the whitewater park.

Phase 1 is defined as the development of a wave feature in Skowhegan’s Kennebec River Gorge at the “middle rapid,” located adjacent to the Municipal Building at 225 Water Street. This wave feature, once constructed, will provide opportunities for whitewater kayaking and surfing in Skowhegan’s downtown river gorge. In addition to the wave feature, Phase 1 will include construction of an access road into the river from Mount Pleasant Avenue. This road will serve as construction access during development of the wave feature and will then revert to pedestrian access and emergency vehicle access on an as-needed basis.

WHEREAS, Main Street Skowhegan has led the planning, fundraising, and project management efforts for the Skowhegan River Park, continues to take the lead on Phase 1 development of the whitewater park, and possesses trained staff with specialized expertise in whitewater, swiftwater safety, and event management; 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 whitewater park, including, but not limited to, securing all necessary funding for Phase 1 construction.
- Main Street Skowhegan will ensure that all funds required for Phase 1 construction of the whitewater park are raised in full before Phase 1 construction commences.

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 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.

Whitewater Park Operations, Event Coordination, and Safety

- Upon completion of construction of Phase 1, Main Street Skowhegan will be responsible for the day-to-day operations, staffing, programming, and maintenance of the whitewater park.
- Main Street Skowhegan will serve as the lead coordinator for all whitewater events held at the park, 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 all events*.
- 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 whitewater park 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.
- Main Street Skowhegan will offer to facilitate swiftwater rescue training for the Town of Skowhegan Fire Department at reduced or no cost. This training will enhance the department's preparedness for water-related emergencies and strengthen overall community safety. Main Street Skowhegan will work closely with the Fire Department to

schedule, plan, and execute these training sessions in a manner that complements their operational needs and resources.

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 of construction activities at or in the whitewater park, at the reasonable request of Main Street Skowhegan.
- A sub-committee called the Project Management Team (PMT) will be assembled to ensure precise communication, timely updates, and guidance of the project as it relates to the main stakeholders. The PMT will be comprised of: Town Manager, Economic Development Director, Finance Director, President of Main Street Skowhegan, and representatives from the contractor(s) and engineer(s).

Liability Insurance Coverage

- As the property owner, the Town of Skowhegan will provide liability insurance coverage for the whitewater park under the existing municipal umbrella policy.
- Main Street Skowhegan will cover costs of increased insurance premiums resulting from the operation of the whitewater park on town land.

Financial Administration

- The Town of Skowhegan will work in coordination with Main Street Skowhegan to pay construction bills and submit for reimbursement to the federal government in compliance with EDA grant requirements.
- To avoid a shortfall and/or a Tax Anticipation Note (TAN), Main Street Skowhegan will front funds required for payment of bills until reimbursement has been received by the Town from grantors.
- Main Street Skowhegan will fundraise for any additional costs of the municipality's annual audit, including the required federal single audit (estimated at \$7,500 per year) through the last fiscal year of the grant. If the Town of Skowhegan's federal expenditures (excluding this grant) exceed \$1,000,000, the Town shall cover the single audit cost. If the Town's expenditures are below \$1,000,000, but this project causes the total to

exceed the threshold, Main Street Skowhegan will cover the associated costs.

Contractor Hiring & Agreement Execution

- The Town of Skowhegan agrees to work with Main Street Skowhegan and the project team to select a contractor to carry out Phase 1 as outlined in the attached final design documents and in compliance with environmental permits.
- The Town of Skowhegan will sign the contract for Phase 1 construction once the necessary funding has been secured by Main Street Skowhegan.

Property Use

- The Town of Skowhegan recognizes that additional legal documents related to Main Street Skowhegan's use of the land for the Skowhegan River Park 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: Interim Town Manager

Date: _____