NOTICE

Board of Selectmen Meeting

The Board of Selectmen will hold a Meeting on Wednesday, September 11th, 2013
At the Island Hall at 6:00pm.

First Order of Business: Call meeting to order
Second Order of Business: Town Administrator & Treasurer’s Reports 5 minutes
Third Order of Business: Public Comment 10 minutes
Fourth Order of Business: Regular Business Items 150 minutes

To Have the Board of Selectmen:

14-045: Consider changes to the Traffic & Parking Ordinance:
   i. Locate all handicapped parking on the northeast side of the Stone Wharf
   ii. Designate parking only on the right side of the road going to going toward the West End on North, South and Cottage Roads
   iii. Designate only 5 parking spaces on the Indian Island Road with preference to clam diggers
   iv. Designate reserved parking at Chandler's Cove Landing for the Island Commons
   v. Add State regulations regarding winter parking on Town roads to the Town Parking Ordinance

14-046: Consider the formation of an ad hoc Sunset Landing Committee
   i. Form an ad hoc Sunset Landing committee through adoption of a guiding document
   ii. Determine the process and timeline for appointment to the Sunset Landing Committee

14-047: Review proposals from Custom Float for a 16x30 float and consider other options
14-048: Consider an engagement letter with Berry, Talbot, Royer for audit services
14-049: Consider the appointment of an alternate Bookkeeper
14-050: Hear a presentation regarding the purchase of a multi-use Town vehicle and determine next steps
14-051: Appoint a member to the Planning Board
14-052: Non-Agenda Items as presented by individual Selectmen
14-053: Review of potential agenda items for October:
   i. Review Policy Statements (as needed and required)
   ii. Review Board goals and objectives & scheduling of a Board Retreat
   iii. Island Institute Fellow Process
   iv. Setting of dates for the Budget Process (FY15)
   v. Additional items as suggested by the Board

Fifth Order of Business: Communications 5 minutes
Sixth Order of Business: Approval of Expense Warrant(s) 5 minutes
Seventh Order of Business: Approval of prior minutes 5 minutes
Eighth Order of Business: Adjourn Meeting

Upcoming Meetings with Board of Selectmen in Attendance

<table>
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<tr>
<th>Meeting</th>
<th>Date &amp; Time</th>
<th>Location</th>
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<tr>
<td>Fire and Rescue Services - (also the Golf Course Parking Plan)</td>
<td>September 25th - 6:00pm (5:30pm Executive Session)</td>
<td>Island Hall</td>
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<td>Joint BOS meeting between Chebeague and Long Islands</td>
<td>Late Sept. / Early Oct.</td>
<td>TBD</td>
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<tr>
<td>Regular Board of Selectmen Meeting</td>
<td>October 9th - 6:00pm</td>
<td>Island Hall</td>
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Wednesday, August 14, 2013 Board of Selectmen Draft Minutes

First Order of Business: Call meeting to order
Donna Damon called the meeting to order at 6:05 p.m.

Selectmen Present: Donna Damon, Mark Dyer, Susan Campbell
Selectmen Absent: Herb Maine, David Hill

Second Order of Business: Town Administrator & Treasurer’s Reports

*Eric Dyer read his reports to the Board and the public. A copy of these documents will be attached to these minutes and are available in the Town Office as well as online.*

*Motion:* Moved by Selectmen Susan Campbell and seconded by Selectmen Mark Dyer that the Selectmen accept the Treasurers report as written.

Unanimous, Motion Carried

Third Order of Business: Public Comment

Public Comments / Concerns:

- *Ruth Slagle – Spoke regarding a group (15- fifteen present) of people that are concerned with Hope Island. The fact that Calculidis (Hope Island) was late on the payment, and not following the confines of the consent decree.*
- *Donna Damon would like to meet with the town Attorney, and discuss the Hope Island Issues. There is not enough information on hand to discuss the topic this evening.*
- *Susan Campbell was not aware of the issues they are discussing tonight, and would like to get the update regarding the Agreement between Hope and Chebeague.*
- *Mark Dyer is waiting for them to have a conversation with the Attorney, before making a decision.*

*Motion:* Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell; that the Selectmen meet Thursday August 15, 2013 at 7:00 p.m. at a site to be determined with a short public meeting to follow after an executive session with the Town Attorney.

Unanimous, Motion Carried

Drainage Issue on Capps Road:

- No contact has been made, or progress has been made on the topic of the drainage issue. Richard Hubbell & Jennifer Hubbell.
Eric explained that we are in the same place in the process, and that there is more involved in the process. Mark Dyer is concerned that an engineer will be necessary for this project, he is also volunteering his time and expertise in the process.

**Fourth Order of Business: Regular Business Items**

To Have the Board of Selectmen:

- Item 14-023: Consider options and a recommendation from the Road Plan Committee for paving in FY14.
  - Leo Brochu did not submit a revised document in time for the meeting so he is working with the one that is presently on hand; item 2 should be corrected to read 2 inches.
  - Tom Calder is in agreement that this is the best option and would like to proceed with the work.

**Motion:** Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen authorize the Town Administrator to sign the contract on the condition that the item 2 read two inches for the amount of $169,326.00.

*Unanimous, Motion Carried*

- Item 14-024: Committee Appointments:
  - i. **Shellfish Conservation Committee:** One, three year term expiring in 2016

**Motion:** Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen appoint Bob Ernest to serve on the Shellfish committee for a term of three years.

*Unanimous, Motion Carried*

- ii. Discussion of remaining vacancies
  - Continue to advertise the open positions.

- Item 14-025: Consider changes to the Town website management package and other technology issues

**Motion:** Moved by Selectmen Susan Campbell and seconded by Selectmen Mark Dyer that the Selectmen direct the Town Administrator to add $600.00 to the upcoming FY2015 budget.

*Unanimous, Motion Carried*

- Item 14-026: Consider accepting the donation of playground equipment and maintenance funds from John Wilson and the Chebeague Parent’s Association.

**Motion:** Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Town of Chebeague gratefully accept the Susan Hudson Playground as well as the $5,000 to set up a reserve account for maintenance.

*Unanimous, Motion Carried*
Item 14-027: Consider a voting equipment agreement with the State of Maine
Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen authorize the Town Administrator to enter into the agreement with the Department of the Secretary of State for a voting machine agreement.

Unanimous, Motion Carried

Item 14-028: Consider completion of the Maine Municipal Association Voting Ballot
Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen vote on the Maine Municipal Executive Office. Unanimous, Motion Carried

Item 14-029: Review Board goals and objectives & scheduling of a Board Retreat
Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen table this motion due to lack of Board of Selectmen present.

Unanimous, Motion Carried

Item 14-030: Schedule a meeting with the Long Island Board of Selectmen
Motion: Moved by Selectmen Susan Campbell and seconded by Selectmen Mark Dyer that the Town Administrator provide some dates at the end of September or beginning of October for a Sunday to meet with the Long Island Board of Selectmen.

Unanimous, Motion Carried

Item 14-031: Schedule a meeting with the Yarmouth Joint Standing Committee
Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Town Administrator organize a meeting with the Yarmouth Town Manager September or October.
Unanimous, Motion Carried

Item 14-032: Schedule a meeting with the Chebeague Island Fire and Rescue Chief
Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen to direct the Town Administrator to organize a weeknight meeting with the Fire Rescue Chief that is scheduled Board of Selectmen’s meeting.

Unanimous, Motion Carried
Item 14-033: Non-Agenda Items as presented by individual Selectmen
- Correspondence line on the Agenda
- Posting Agenda's on the website and getting them posted appropriately.

Motion: Moved by Selectmen Susan Campbell and seconded by ______ that the Road Commissioner to add a Stop sign at the end of the Chandler's Cove road when it hits South Road.

Motion died for lack of a second.

Item 14-034: Review of potential agenda Items for September:
   i. Review Policy Statements (as needed and required)
      - Milestones Policy; including Fee Structure; set up a workshop prior to the regularly scheduled meeting.
   iii. New Float Construction- Possible workshop item.
   iv. Additional items as suggested by the Board- Authorize the agreement with the Auditors.

Fifth Order of Business: Approval of Expense Warrant(s)

Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen approve the expense warrant.

Unanimous, Motion Carried

Sixth Order of Business: Approval of prior minutes

Motion: Moved by Selectmen Mark Dyer and seconded by Selectmen Susan Campbell that the Selectmen approve all outstanding minutes with corrections.

Unanimous, Motion Carried

Seventh Order of Business: Adjourn Meeting
Mark Dyer motion to adjourn and second by Susan Campbell at 8:41 p.m.

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<th>Upcoming Meetings with Board of Selectmen in Attendance</th>
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<tr>
<td>Meeting</td>
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<td>Community Conversation</td>
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<td>Soft Shell Clams - Presentation with the Shellfish Committee</td>
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<tr>
<td>Stone Wharf Condition, Use, and Parking - Multi-Committee</td>
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<tr>
<td>Wharf Road Parking &amp; Sunset Landing - Workshop</td>
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<tr>
<td>Regular Board of Selectmen Meeting</td>
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To: Sunset Committee  
From: Board of Selectmen  
Date: 09/11/2013  
RE: The formation of the Sunset Committee  

PURPOSE AND AUTHORITY

The purpose of the Ad-hoc Sunset Committee is to carry out the work outlined in this memorandum and advise the Board of Selectmen in these matters. The committee is formed pursuant to 30-A M.R.S.A. § 3001.

ORGANIZATION AND ADMINISTRATION

a) **Committee Term.** This committee shall have a term of three years from the date of this memorandum.

b) **Membership.** The Committee shall consist of seven members who shall serve without compensation and shall be appointed by the municipal officers such that the committee has the following representation:
   
a. One member of the Board of Selectmen,
   b. One member from the Planning Board,
   c. One member from the Coastal Waters Commission,
   d. One CTC Board Member,
   e. One fisherman/lobsterman and
   f. Two members at large.

c) **Appointment.** The Committee shall be appointed by the Board of Selectmen. Appointments may be terminated without cause by a majority vote of the Board of Selectmen.

d) **Member Term.** Members shall serve for terms of three years.

e) **Chairman.** The Committee shall elect a Chairman from among its members. The Chairman shall call meetings as required by this memorandum, or as necessary or when so requested by a majority of members or the municipal officers. The Chairman shall preside at all meetings or appoint a chairman pro tempore with a term of one meeting.

f) **Secretary.** The Committee shall elect a Secretary. The Secretary shall maintain a record of all proceedings including all correspondence of the Committee and
regularly submit the records to the Town Clerk. The secretary need not be a member of the committee.

g) **Notice.** All meetings shall be held in a public place and scheduled through the Town Administrator who shall provide reasonable notice.

h) **Quorum.** A quorum necessary to conduct business shall consist of at least a majority of members.

i) The **municipal officers and town staff** shall cooperate with and provide the Committee with such information as may be reasonably necessary and available to enable it to carry out its duties. The town staff shall also provide assistance updating electronic records as necessary.

j) All meetings and records shall be subject to the Maine Freedom of Access Act, 1 M.R.S.A. Sections 401-410.

**TASKS LIST**

a) Evaluate the Town property shown on the tax maps as Map 15 Lot 9 commonly known as Sunset Landing and develop a long range plan for the property that best serves the Chebeague community.

b) Develop a research plan in conjunction with the Board of Selectmen.

c) Hold public meetings to solicit input from the community.

d) Involve committees, organizations and other interested parties in all phases of the plan development and implementation.

e) Submit interim plans to the Capital Planning and Finance committee and the Board of Selectmen by its regular December meeting of each year for the purpose of raising and/or expending funds in the following fiscal year.

f) Submit the long range plan to the Board of Select who shall bring it before Town Meeting for adoption.

**AUTHORITY OF THE COMMITTEE**

The Committee's authority shall be advisory only.
Hi Eric,

Attached is a component quote for the 16’ x 30’ heavy duty float as requested. Please note the following:

I have gone through the best I could to allocate the right parts and quantities for the float. I did put in budget numbers for the chaffing gear, pile roller assemblies, galvanized bollards, aluminum wear plate and fendering. Items like the bollards and pile gear are not stock items and would have to be custom built, so if this gets approved, I would shop out all the parts and get the best price. The UHMW chaffing gear is petroleum based and the prices change often. It is very expensive material and I have budgeted using the current pricing from my suppliers.

All pricing is F.O.B. Portland. If you were to order this, I would give Plante’s barge a call to see what the rate would be to take our flat bed trucks out to the island. We would need at least two of our flat beds for this load of material.

Just to gauge the component cost versus a built price, please note the following:

1. 16’ x 30’ heavy duty float, built by CFS- $34,675.00
2. Launching by crane at Union Wharf $850.00
3. Tow to Chebeague Island: $500.00
4. Installation: $250.00

Total: $36,275.00

Please review and if you have any questions, please do not hesitate to call me.

Best regards,

Scott

Scott F. Dyer
General Manager
Custom Float Services, Inc.
38 Union Wharf
Portland, Maine 04101
Phone #1-888-844-9666
Fax #1-207-347-7283
Cell #1-207-415-1118
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Net Order: 23,830.18
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 23,830.18
July 1, 2013

Town of Chebeague Island
192 North Road
Chebeague Island, ME 04017

We are pleased to confirm our understanding of the services we are to provide Town of Chebeague Island, Maine for the year ended June 30, 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Town of Chebeague Island, Maine as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD & A), to supplement Town of Chebeague Island, Maine’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Chebeague Island, Maine’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis
Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Chebeague Island, Maine's financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

Supplementary exhibits and schedules
Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Town of Chebeague Island and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of Chebeague Island and the respective changes in the financial position in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons with the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.
You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.
Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Chebeague Island, Maine’s compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration and Other

We expect to begin our audit on July 9, 2013 and complete the fieldwork beginning October 8, 2013. Donald E. Talbot is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees are predicated upon Town of Chebeague Island, Maine’s personnel providing us with timely and accurate assistance. Such involvement would include, but not limited to, closed out trial balances for each fund, reconciliation of cash accounts, accounts receivable, accounts payable, new long-term debt, preparing confirmations and legal letter requests, copies of grant applications and reports, reconciliation of payroll tax reports to the accounting records, selected account analyses, and obtaining required documentation (paid invoices, canceled checks, etc.) in support of transactions selected. In addition, the time involved with accounting analysis and reclassification entries will be billed on an hourly basis, using our standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We may progress bill these costs after completion of the audit fieldwork. Final payment for the annual audit will become due after the submission of our reports and their acceptance by the Town.

In the event that this account becomes past due, and Berry Talbot Royer, a collection agency, and/or an attorney seeks to collect such past due amount, then in addition to the amount past due, the Town of Chebeague Island shall pay to Berry Talbot Royer all collection costs, attorney’s fees, court costs, or fees by Berry Talbot Royer in order to recover past due amounts owed by the Town of Chebeague Island, together with interest at the maximum rate allowed by law.

You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services. Our services will conclude upon delivery of the completed financial statements discussed above or upon our suspension of services or resignation from the engagement.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved, or we may resign from the engagement without issuing a report. We will notify you of such conflicts as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.
In the interest of facilitating our services to the Town of Chebeague Island, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential to the Town of Chebeague Island. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept that we have no control over the unauthorized interception of these communications once they have been sent and consent to our use of these electronic devices during this engagement.

Town of Chebeague Island hereby indemnifies Berry Talbot Royer and its directors and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been knowing misrepresentation by a member of Town of Chebeague Island’s management, regardless of whether such person was acting in the Town’s interest. This indemnification will survive termination of this letter.

In the event we are requested or authorized by Town of Chebeague Island or are required by governmental regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for Town of Chebeague Island, Town of Chebeague Island will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our council, incurred in responding to such requests.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

In recognition of the relative risks and benefits of this agreement to both Town of Chebeague Island and Berry Talbot Royer, Town of Chebeague Island and Berry Talbot Royer have discussed and have agreed on the fair allocation of risk between them. As such, Town of Chebeague Island agrees, to the fullest extent permitted by law, to limit the liability of Berry Talbot Royer to Town of Chebeague Island for any and all claims, losses, costs, and damages of any nature whatsoever, so that the total aggregate liability of Berry Talbot Royer to Town of Chebeague Island shall not exceed Berry Talbot Royer’s total fee for services rendered under this agreement, Town of Chebeague Island and Berry Talbot Royer intend and agree that this limitation apply to any and all liability or cause of action against Berry Talbot Royer, however alleged or arising, unless otherwise prohibited by law. Both parties agree that there is a one-year limitation period to bring a claim against Berry Talbot Royer for any act arising out of services rendered pursuant to this agreement by or on behalf of Town of Chebeague Island. The one-year period will begin upon the date of Berry Talbot Royer or their representative’s signature on the reports covered by this engagement letter.
We appreciate the opportunity to continue to be of service to Town of Chebeague Island and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

[Signature]

BERRY TALBOT ROYER

RESPONSE:

This letter correctly sets forth the understanding of Town of Chebeague Island.

By: ______________________

Title: _____________________

Date: _____________________

By: ______________________

Title: _____________________

Date: _____________________
MEMO

To: Town of Chebeague Island Board of Selectmen
From: Eric Dyer, Town Administrator
Date: September 6, 2013
Re: Alternate Bookkeeper

Current Bookkeeping Arrangement:
Margaret Muller is currently serving as our municipal bookkeeper. Over the past year her availability and role in the bookkeeping process has diminished and she essentially performs just three processes for the Town:

- Check Reconciliation
- Monthly reports to department heads showing current month and YTD expenditures and balances
- Review of financial warrants

This leaves a number of other tasks in need of attention, to be completed by the Treasurer and other staff. They include:

- Data entry / printing / checks for financial warrants (Treasurer)
- Research for check reconciliation (Treasurer)
- Mailing and processing of approved financial warrants (primarily Clerk, sometimes Treasurer)
- Filing of processed warrants, journals, and processed invoices and check stubs (Deputy Clerk)
- General research of billing issues, financial questions (Treasurer)
- Audit work (Treasurer and Deputy Clerk)
- Payroll (Treasurer)

Many of these financial management and bookkeeping tasks are appropriately assigned but several should be re-assigned.

Proposed Alternate Bookkeeper:
In order to maximize the value of work performed by various employees and maintain the best possible internal financial controls I am proposing the appointment of the current Deputy Clerk / Office Assistant as an alternate bookkeeper. I further recommend that she initially take on (or continue to manage) the activities listed below.

- Data entry / printing / checks for financial warrants
- Mailing and processing of approved financial warrants
- Filing of processed warrants, journals, and processed invoices and check stubs

This re-assignment of tasks will have no net impact on the budget, and as stated previously, will allow for the provision of improved financial services. This includes sufficient separation of duties and better oversight of financial services by the Treasurer.

Respectfully submitted,

Eric Dyer, Town Administrator
July 22, 2013

To: Dave Stevens & Eric
From: Joe Cook - Casco Bay Ford

Re: 2013 Ford F-150 PLX

- 4 Wheel Drive
- Regular Cab with 8' Bed
- 3.5L V6 Gas Engine
- 6-Speed Automatic Transmission
- Exterior Color - Oxford White
- Interior - 40/20/40 Split in Gray Cloth

MSRP - $39,870.00

Price to a municipality * $20,605.40
* Need to generate a Fleet Code for this price

This truck is at another Ford Dealer.
Please call me with any questions.
MEMO

To: Chebeague Island Board of Selectmen
From: Eric Dyer, Town Administrator
Date: September 6, 2013
Re: Planning Board Appointment

Vacancy:
Sandra “Sam” Birkett’s term as a member of the Planning Board expired in July of 2013. She did not initially respond with her interest in continuing with another appointment during the July process.

Appointment:
In a phone conversation with Sam, she agreed to continue with the Planning Board for another three-year term expiring in July of 2016. I thanked Sam for her past and continuing service. It is recommended that the Board re-appoint her to the Planning Board.

Respectfully Submitted,

Eric Dyer, Town Administrator