The Board of Selectmen will hold a Meeting on Wednesday, May 14th, 2014
At the Island Hall beginning at 6:00pm.

First Order of Business: Call meeting to order

Second Order of Business: Public Hearing 30 minutes
To Have the Board of Selectmen hold a Public Hearing to discuss and consider the following:
  14-174: A Special Amusement Permit application for the Slow Bell Cafe
  14-175: A Liquor License application for the Slow Bell Cafe

Third Order of Business: Town Administrator & Treasurer’s Reports 5 minutes

Fourth Order of Business: Public Comment 5 minutes

Fifth Order of Business: Regular Business 120 minutes
To Have the Board of Selectmen:
  14-176: Accept the resignation of the Code Enforcement Officer
  14-177: Review a draft of the Town Meeting Warrant
  14-178: Consider financial support for an Island Institute Fellow
  14-179: Consider survey work for Chandler’s Cove Road and Nubble View Subdivision
  14-180: Consider a Summer Service Contract with the Cumberland County Sheriff’s Office
  14-181: Consider a contract with the Animal Refuge League of Greater Portland
  14-182: Appoint an ad-hoc committee to review and revise the Employee Handbook
  14-183: Consider a recommendation to appoint a Municipal Bookkeeper
  14-184: Consider additional office hours for the Town Office
  14-185: Consider drafting a letter of support for CTC’s application to become a non-profit organization
  14-186: Review potential agenda Items for future meetings:
    i. Fees at the Transfer Station
    ii. Consider an MOU with the Chebeague Recreation Center
    iii. Other Items

Sixth Order of Business: Communications 5 minutes

Seventh Order of Business: Approval of Expense Warrant(s) 5 minutes

Eighth Order of Business: Approval of prior minutes 5 minutes

Ninth Order of Business: Other Business 5 minutes

Tenth Order of Business: Adjourn Meeting

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board of Selectmen Executive Session Meeting</td>
<td>May 15, 6:00pm</td>
<td>Fire Station</td>
</tr>
<tr>
<td>Budget Workshop / Special Meeting – Final Warrant Review</td>
<td>May 21, 6:00pm</td>
<td>Island Hall</td>
</tr>
<tr>
<td>“Meet the Deputy” Event - Meet and Greet the Summer Sheriff</td>
<td>June 4, 5:00pm</td>
<td>Island Hall</td>
</tr>
<tr>
<td>Town Meeting</td>
<td>June 7, 9:00am</td>
<td>Island Hall</td>
</tr>
<tr>
<td>Municipal Elections</td>
<td>June 10, 8:00am - 8:00pm</td>
<td>Island Hall</td>
</tr>
<tr>
<td>Regular Board of Selectmen Meeting</td>
<td>June 11, 6:00pm</td>
<td>Island Hall</td>
</tr>
</tbody>
</table>
Town of Chebeague Island  
192 North Road  
Chebeague Island, ME 04017

Phone: 207-846-3148  
Fax: 207-846-6413

Application for a Special Amusement Permit for Music, Dancing and/or Entertainment

<table>
<thead>
<tr>
<th>Applicant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business or Trade Name: SLOW BELL CAFE</td>
</tr>
<tr>
<td>Business Address: 2 WALKER ROAD</td>
</tr>
<tr>
<td>Business Phone: 207.846.3078 207.329.9296 CELL</td>
</tr>
<tr>
<td>Name of Manager: JONATHAN KOMLOSY</td>
</tr>
<tr>
<td>Manager’s Address: 2 WALKER ROAD</td>
</tr>
<tr>
<td>Type of Entertainment Applied for: LIVE or RECORDED MUSIC, LIVE COMEDY, DRAMA, FUND RAISER EVENTS, GENERAL ENTERTAINMENT</td>
</tr>
</tbody>
</table>

Has applicant ever had a license to conduct the business therein described either denied or revoked? **NO** If so, the applicant shall describe specifically those circumstances.

Has applicant, Partners, Associates or Corporate Officers ever been convicted of a felony? **NO** If so, the applicant shall describe specifically those circumstances.

Additional information may be required by the Board of Selectmen prior to the issuance of said permit, including but not limited to a copy of the applicant’s current liquor license.

The fee for a Special Amusement Permit shall be $10.00, non-refundable and payable when application is made for said permit.

\[Signature\]  
5-1-2014

Date

Municipal Officers: ______________________  
Approved: ______________________  
Disapproved: ______________________  
Comment: ______________________  

Application Received: ______________________  
Public Notice posted: ______________________  
Date Issued: ______________________  
Date of Expiration: ______________________
Department of Public Safety

Division

Promote by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 3-14-2014

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

RESTAURANT/LOUNGE (Class XI)
HOTEL (Class I, II, III, IV)
CLASS A LOUNGE (Class X)
CLUB-ON PREMISE CATERING (Class I)
GOLF CLUB (Class I, II, III, IV)
OTHER:

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)
   JONATHAN F. KOMLORS, DOB: 11-04-67

2. Business Name (D/B/A)
   SLOW BELL CAFE

1603 EAST 14th COURT

LYNN HAVEN, FL 32444

207-329-9296

207-846-3078

007-70-2278

3. If premises are a hotel, indicate number of rooms available for transient guests: NA

4. State amount of gross income from period of last license: ROOMS $ NA FOOD $ 28,850 LIQUOR $ 432,770

5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire if YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO

7. If manager is to be employed, give name: CHRIS BOGLE

8. If business is NEW or under new ownership, indicate starting date: → RENEWAL
   Requested inspection date: Business hours: 0700-0100

9. Business records are located at: TOWN OF CHEBEAGUE ISLAND, ME / SLOW BELL CAFE

10. Is/are applicants(s) citizens of the United States? YES NO

CHEBEAGUE ISLAND ME 04017
11. Is/are applicant(s) residents of the State of Maine?  YES ☑  NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
   Use a separate sheet of paper if necessary.

<table>
<thead>
<tr>
<th>Name in Full</th>
<th>DOB</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>JONATHAN FREDERICK KOMLOSY</td>
<td>11-04-1967</td>
<td>PORTLAND ME</td>
</tr>
</tbody>
</table>

Residence address on all of the above for previous 5 years (Limit answer to city & state)
LYNN HAVEN FLORIDA 1603 EAST 14TH COURT 32444
CHEBEAGUE ISLAND ME 04017

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States?  YES ☑  NO ☐

   Name: ____________________________ Date of Conviction: ____________________________
   Offense: __________________________ Location: __________________________
   Disposition: _______________________________

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?  YES ☑  NO ☐

   If Yes, give name: __________________________

15. Has/have applicant(s) formerly held a Maine liquor license?  YES ☑  NO ☐

16. Does/do applicant(s) own the premises?  YES ☑  NO ☐

   If No give name and address of owner: __________________________

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)

   26'x32' CAPE WOOD STRUCTURE w/SPRINKLER SYS, COMMERCIAL KITCHEN, FRONT DECK.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  YES ☑  NO ☐

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 21 MILES

   Which of the above is nearest? METHODIST CHURCH

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business?  YES ☑  NO ☐

   If YES, give details:

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to $2,000 or both."

Dated at: TOWN OF CHEBEAGUE ISLAND on __________________________, 2014

Town/City, State

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
STATE OF MAINE

Dated at: ___________, Maine ___________ ss

City/Town ___________ (County) ___________

On: ___________

Date ___________

The undersigned being: Municipal Officers County Commissioners of the
City ___________ Town ___________ Plantation ___________ Unincorporated Place ___________ of ___________, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

________________________ __________________________

________________________ __________________________

________________________ __________________________

________________________ __________________________

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. Hearing. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant’s prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4 (new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (sp).]

4. No license to person who moved to obtain a license. (REPEALED)

5. (TEXT EFFECTIVE 3/15/01) Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant’s license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.
NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>Spirituous, Vinous and Malt</td>
<td>$900.00</td>
</tr>
<tr>
<td></td>
<td>CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.</td>
<td></td>
</tr>
<tr>
<td>Class I-A</td>
<td>Spirituous, Vinous and Malt, Optional Food (Hotels Only)</td>
<td>$1,100.00</td>
</tr>
<tr>
<td></td>
<td>CLASS I-A: Hotels only that do not serve three meals a day.</td>
<td></td>
</tr>
<tr>
<td>Class II</td>
<td>Spirituous Only</td>
<td>$550.00</td>
</tr>
<tr>
<td></td>
<td>CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.</td>
<td></td>
</tr>
<tr>
<td>Class III</td>
<td>Vinous Only</td>
<td>$220.00</td>
</tr>
<tr>
<td></td>
<td>CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.</td>
<td></td>
</tr>
<tr>
<td>Class IV</td>
<td>Malt Liquor Only</td>
<td>$220.00</td>
</tr>
<tr>
<td></td>
<td>CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.</td>
<td></td>
</tr>
<tr>
<td>Class V</td>
<td>Spirituous, Vinous and Malt (Clubs without Catering, Bed &amp; Breakfasts)</td>
<td>$495.00</td>
</tr>
<tr>
<td></td>
<td>CLASS V: Clubs without catering privileges.</td>
<td></td>
</tr>
<tr>
<td>Class X</td>
<td>Spirituous, Vinous and Malt – Class A Lounge</td>
<td>$2,200.00</td>
</tr>
<tr>
<td></td>
<td>CLASS X: Class A Lounge</td>
<td></td>
</tr>
<tr>
<td>Class XI</td>
<td>Spirituous, Vinous and Malt – Restaurant Lounge</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>CLASS XI: Restaurant/Lounge</td>
<td></td>
</tr>
</tbody>
</table>

FILING FEE .................................................................................................................. $10.00

UNORGANIZED TERRITORIES $10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: TREASURER, STATE OF MAINE – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164. Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.
SUPPLEMENTAL APPLICATION FORM
ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.
PROJECT: SLOW BELL CAFE
CHEBEAGUE ISLAND, MAINE

SUBJECT: NEW WELL LOCATION

DATE: 14 AUGUST, 2006

SCALE: 1" = 50'

HANSEN WELL DRILLING DATA:
DRILLED 10-06-2003
DEPTH 160'
CASING 20' 5.5 GPM
LAT 43° 44.686 N  LONG 70° 06.395 W

PROPERTY OF THE KOMLOSY FAMILY
TAX MAP 103
LOT 1

WOODS

TAX MAP 103
LOT 33

SLOW BELL CAFE

FLAT LAND AREA

GROUND SLOPE

WALKER ROAD

SOUTH ROAD

CMP#41

CMP#42

CMP#43

150'

201'

176'

40 SEAT CAFE LEECH FIELD

SHED

PROPERTY OF JONATHAN KOMLOSY

NEW WELL WATER LINE

EXISTING CULVET

200' LIMIT

300' LIMIT

GROUND SLOPE
TOWN OF CHEBEAGUE ISLAND, MAINE
ANNUAL TOWN MEETING WARRANT

TO: John Wilson, a resident of the Town of Chebeague Island, in the County of Cumberland and State of Maine,

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Chebeague Island in the County of Cumberland, State of Maine, qualified by law to vote in town affairs, to meet at the Chebeague Island Hall Community Center, 247 South Road, Chebeague Island, Maine on Saturday, the 7th day of June, 2014 at 9 o’clock in the morning, then and there to act upon the following Articles:

Article 1: To choose a moderator by written ballot to preside at said meeting

Article 2: To see if the Town will approve opening the floor of this Town Meeting to all non-registered persons for the purpose of discussion only on each of the following articles of this 2014 Warrant.

Explanation: This article must be passed by a 2/3 majority of those present in the hall.
MUNICIPAL ORDINANCE ARTICLES

Article 3: To see if the Town will amend the Coastal Waters Ordinance as identified in Exhibit A.

Explanation: This ordinance revision amends the existing Coastal Waters Ordinance following its separation from the Shellfish Conservation Ordinance in June of 2013.

Article 4: To see if the Town will create a new article of the Town of Chebeague Island Code of Ordinances and enact an ordinance entitled Fire and Rescue Department (Exhibit B) as Article VIII of Chapter 11.

Explanation: Maine Statues (30-A M.R.S.A. §3151 et seq.) allows municipalities to provide fire protection by forming a municipal fire department by ordinance. The proposed ordinance forms a department of the Town that provides fire protection and emergency medical services. The proposed ordinance has been developed and reviewed by the fire chief, current fire officers and members of the Board of Selectmen.

Article 5: To see if the Town will amend the Road Plan Committee Ordinance as follows:

Section 101. ORGANIZATION AND ADMINISTRATION

a) Membership. The Committee shall consist of three to five members who shall be appointed by the municipal officers. No technical experience is required but members must commit to understanding MDOT guidance.

b) Term. Members shall serve for staggered terms of 3 years.

Explanation: Increasing committee membership and staggering terms may allow for more civic engagement opportunities and enhance committee operation.

Article 6: To see if the Town will amend the Zoning Ordinance as identified in Exhibit B.

Explanation: The Chebeague Island Inn has proposed the creation of a new Island Business District (IB2) to cover their property on Map 104 Lot 69. The new district regulations would include hotels as a permitted use, and amend the definition of the term “hotel”.

ARTICLE 7: THROUGH ARTICLE 17: AUTHORIZE EXPENDITURES IN EDUCATION COST CENTER CATEGORIES

Article 7: Shall the Town Authorize the School Committee to expend $______ for Regular Instruction?

Article 8: Shall the Town Authorize the School Committee to expend $______ for Special Education?

Article 9: Shall the Town Authorize the School Committee to expend $0 for Career and Technical Ed?

Article 10: Shall the Town Authorize the School Committee to expend $0 for Other Instruction?

Article 11: Shall the Town Authorize the School Committee to expend $______ for Student and Staff Support?

Article 12: Shall the Town Authorize the School Committee to expend $______ for System Administration?

Article 13: Shall the Town Authorize the School Committee to expend $______ for School Administration?

Article 14: Shall the Town Authorize the School Committee to expend $______ for Transportation and Buses?

Article 15: Shall the Town Authorize the School Committee to expend $______ for Facilities Maintenance?

Article 16: Shall the Town Authorize the School Committee to expend $______ for Debt Service?

Article 17: Shall the Town Authorize the School Committee to expend $______ for all Other Expenditures?
ARTICLE 18: THROUGH ARTICLE 19: RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

Article 18: Shall the Town appropriate $______, for the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and shall the Town raise $______, as the Town’s contribution to the total cost of funding public education Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with Maine Revised Statutes, Title 20-A, section 15688?

Explanation: The Town’s contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

Article 19: Shall the Town raise and appropriate $______, in additional local funds, which exceeds the State’s Essential Programs and Services funding model by $______, as required to fund the budget recommended by the School Committee?

Article 19 is required to be voted by written ballot.

The School Committee recommends $______, for additional local funds and gives the following reasons for exceeding the State’s Essential Programs and Services funding model by $______:

1. Special Education cost
2. Ferry transportation and bus costs.
3. Staff benefits, including health insurance, FICA, Medicare, unemployment benefits, workers comp; and
4. Escalating fuel and electricity costs.

Explanation: The additional local funds are those locally raised funds over and above the Town’s local contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.
ARTICLE 20: SUMMARIZES THE PROPOSED SCHOOL BUDGET

Article 20: Shall the Town authorize the School Committee to expend $\_\_\_, for the fiscal year beginning July 1, 2014 and ending June 30, 2015 from the Town’s contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy, and other receipts for the support of schools?

Explanation: This is a summary article and approves expenditures of the proposed budget of $\_\_\_. This article authorizes the School Committee to spend the money appropriated in the previous articles, plus other revenues. This article does not raise any additional money.

ADDITIONAL SCHOOL RELATED ARTICLES

Article 21: Shall the School Committee be authorized to spend through the Chebeague Island School private enterprise checking account unanticipated gifts or donations of money in accordance with their policies in the best interests of the school system?

Article 22: Shall the Town authorize the School Committee to expend any state, federal and other grants, aid and receipts during the fiscal year beginning July 1, 2014 and ending June 30, 2015 for school purposes provided that such grants, aid, and receipts do not require expenditure of local funds not previously appropriated?

Explanation: This article has no relation to previously voted articles pertaining to the general operating budget’s expenditures and revenues. The question authorizes the School Board to expend any other related receipts such as state and federal grants to assist in the operation of Chebeague Island School. Example would be Special Education services (Local Entitlement).

ARTICLE 23:

Article 23: Shall the Town vote to appropriate the following Revenues, Balances Carried and Fund Transfers, to cover the expenditures appropriated in the previous articles with the remaining funding required to be raised by taxation.

<table>
<thead>
<tr>
<th>Revenue/Matter</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Undesignated Fund Balance</td>
<td>$87,033</td>
</tr>
<tr>
<td>General Purpose Aid</td>
<td>$114,630</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$201,663</strong></td>
</tr>
</tbody>
</table>
Explanation: This article identifies and summarizes the various revenue sources to be appropriated for school purposes. The School Undesignated Fund Balance identifies a reserve account transfer made to help lower the tax rate while maintaining a safe level of reserve savings as determined by the School Committee. General Purpose Aid is received from the State of Maine to be used for school purposes and has been reduced in recent years.

MUNICIPAL BUDGET ARTICLES

Article 24: To see what sum the Town will raise and appropriate for Administration and Selectmen Accounts (1300).

The Board recommends: $191,538

Explanation: 8.3% ($14,688) increase from FY14 budget. The increase is due to additional wages.

Article 25: To see what sum the Town will raise and appropriate for Assessor (1400).

The Board recommends: $11,600

Explanation: 4.9% ($600) decrease from FY14 budget.

Article 26: To see what sum the Town will raise and appropriate for Elections/Voter Registration (1650).

The Board recommends: $3,148

Explanation: 17.2% ($652) decrease from FY14 budget.

Article 27: To see what sum the Town will raise and appropriate for Planning (1700)

The Board recommends: $22,350

Explanation: 851.1% ($20,000) increase from FY14 budget. The Sunset Landing committee has recommended raising $20,000 to contract with ________ for work at Sunset Landing.

Article 28: To see what sum the Town will raise and appropriate for Legal Services (1900).

The Board recommends: $8,000

Explanation: No change from FY14 budget.
Article 29: To see what sum the Town will raise and appropriate for Law Enforcement Services (2100).

   The Board recommends: $ 36,936

   Explanation: 2% ($721) increase from FY14 budget.

Article 30: To see what sum the Town will raise and appropriate for Fire and Rescue Department (2200).

   The Board recommends: $ 90,384

   Explanation: 1.2% ($1,059) increase from FY14 budget.

Article 31: To see what sum the Town will raise and appropriate for Code Enforcement (2400).

   The Board recommends: $ 19,870

   Explanation: 2% ($390) increase from FY14 budget.

Article 32: To see what sum the Town will raise and appropriate for Harbormaster and Shellfish Warden (2500).

   The Board recommends: $ 29,479

   Explanation: 19.5% ($7,131) decrease from FY14 budget.

Article 33: To see what sum the Town will raise and appropriate for Animal Control (2600).

   The Board recommends: $ 4,350

   Explanation: 8.8% ($350) increase from FY14 budget.

Article 34: To see what sum the Town will raise and appropriate for Public Services (3100).

   The Board recommends: $ 184,202

   Explanation: 8.9% ($15,027) increase from FY14 budget. The increase is due to rising costs, extra wages and a transfer from the Harbormaster & Shellfish account for supplies.
Article 35: To see what sum the Town will raise and appropriate for Solid Waste (3200).

The Board recommends: $ 126,435

Explanation: 1.7% ($2,115) increase from FY14 budget. The increase is due to rising costs and additional wages.

Article 36: To see what sum the Town will raise and appropriate for Cousins Island & Blanchard Lot (4400).

The Board recommends: $ 16,791

Explanation: 4% ($646) increase from FY14 budget.

Article 37: To see if the Town will create a new account entitled Contributions (4600), what sum it will raise and appropriate for the account and if it will authorize the Board of Selectmen to disburse the full amount.

Board of Selectmen recommends raising $107,750 and authorizing the Board of Selectmen to disburse the full amount according to this table:

<table>
<thead>
<tr>
<th>Contribution Disbursement</th>
<th>Proposed 13-14 to be Raised</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>3150 Library</td>
<td>50,000</td>
<td>Same as last year</td>
</tr>
<tr>
<td>3164 VNA Home Health Hospice</td>
<td>750</td>
<td>Same as last year</td>
</tr>
<tr>
<td>3166 Island Council</td>
<td>7,000</td>
<td>1,000 additional</td>
</tr>
<tr>
<td>3167 Recreation</td>
<td>50,000</td>
<td>Same as last year</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>107,750</strong></td>
<td></td>
</tr>
</tbody>
</table>

Explanation: 0.9% ($1,000) increase from FY14 budget. If approved the Selectmen will disburse the appropriated funds to the appropriate entities.

Article 38: To see what sum the Town will raise and appropriate for General Assistance (5810).

The Board recommends: $ 1,000

Explanation: 16.7% ($200) decrease from FY14 budget. The $200 decrease is a savings from no longer using PROP.

Article 39: To see what sum the Town will raise and appropriate for Health Services (5910).
The Board recommends: $2,100

Explanation: No change from FY14 budget.

Article 40: To see what sum the Town will raise and appropriate for Cemetery (6200).

The Board recommends: $4,670

Explanation: 16.8% ($670) increase from FY14 budget.

Article 41: To see what sum the Town will raise and appropriate for Debt Service (6900).

The Board recommends: $532,606

Explanation: 6.5% ($37,038) decrease from FY14 budget.

Article 42: To see what sum the Town will raise and appropriate for Benefits & Insurance (7500).

The Board recommends: $143,650

Explanation: 17.9% ($21,814) increase from FY14 budget. The increase is due to increased use of benefits and new staff.

Article 43: To see what sum the Town will raise and appropriate for Street Lights (8100).

The Board recommends: $8,500

Explanation: No change from FY14 budget.

Article 44: To see what sum the Town will raise, appropriate and authorize the Board of Selectmen to spend for unexpected expenses as they deem necessary for Contingency (8300).

The Board recommends: $21,000

Explanation: No change from FY14 budget.

Article 45: To see what sum the Town will raise and appropriate for Tax paid to Cumberland (8800).

The Board recommends: $42,000
Explanation: 2.4% ($1,000) increase from FY14 budget. The increase is based on an estimated increase in valuation. As required in the law allowing Chebeague to secede from the Town of Cumberland, this article appropriates 50% of the property taxes committed to the Town of Chebeague Island from the Outer Islands.

Article 46: To see what sum the Town will raise and appropriate for County Tax (8900).

The Board recommends: $ 128,910

Explanation: 2.9% ($3,675) increase from FY14 budget. Assign to the municipality by Cumberland County.

Article 47: To see if the Town will authorize the Board of Selectmen, upon a majority vote of the full Board of Selectmen, to exceed by no more than 10% annually, the amount authorized for each account approved in Article 24: through Article 46: above, so long as the overall amount spent for the sum total of those articles does not exceed the total appropriation approved for those articles.

Article 48: To see what sum the Town will raise and appropriate for Capital Improvements (9000), and to see what sum the Town will authorize the Board of Selectmen to spend from the capital reserves in fiscal year 2014-2015.

Board of Selectmen recommends raising $320,000 and authorizing the Board of Selectmen to spend $_____ for fiscal year 2014-2015 utilizing current & previously budgeted reserve accounts.

Explanation: The table below shows the sum recommended by the Board of Selectmen for each capital account:
### Capital Account

<table>
<thead>
<tr>
<th>Capital Account</th>
<th>Approximate Current Balance</th>
<th>Proposed FY14 to be Raised</th>
<th>Proposed FY14 Expenditures</th>
<th>Estimated Balance 7/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>9010 Dredging</td>
<td></td>
<td>45,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9012 Fire Ponds</td>
<td></td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9015 Wharf Reserve</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9020 Floats &amp; Gangways</td>
<td></td>
<td>12,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9021 Floats</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9025 Firetruck Reserve</td>
<td></td>
<td>30,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9030 Facilities</td>
<td></td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9035 Vehicle Reserve</td>
<td></td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9040 Grant Matching Funds</td>
<td></td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9042 Paper Streets</td>
<td></td>
<td>5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9045 Revaluation Reserve</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9050 Paving</td>
<td></td>
<td>175,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9055 Public Services Equipment</td>
<td></td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9057 Recycling Compactors</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9058 Easements &amp; Drainage</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9059 Cemetery Capital Reserve</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9060 Harbormaster Vessel</td>
<td></td>
<td>2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9070 Coastal Access Fund</td>
<td></td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9192 Rescue Vehicles &amp; Equipment</td>
<td></td>
<td>14,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>320,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Planned appropriations to several reserve accounts have been deferred and are recorded in the Town’s Capital Plan. They include:

<table>
<thead>
<tr>
<th>Administration</th>
<th>Capital Account</th>
<th>Approximate Current Balance</th>
<th>Proposed FY14 to be Raised</th>
<th>Proposed FY14 Expenditures</th>
<th>Estimated Balance 7/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>9030 Facilities</td>
<td>1,500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9042 Paper Streets</td>
<td>2,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maritime</td>
<td>9016 Barge Ramps</td>
<td>1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9020 Floats and Gangways</td>
<td>6,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9060 Harbormaster Vessel</td>
<td>3,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety</td>
<td>9025 Fire Truck Reserve</td>
<td>10,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9012 Fire Pond Dredging</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9192 Rescue Vehicles and Equipment</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Services</td>
<td>9055 Equipment</td>
<td>15,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Deferred Reserve Appropriations</td>
<td>48,500</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MUNICIPAL REVENUE BUDGET

Article 49: To see if the Town will authorize the Board of Selectmen to appropriate all funds raised for the overlay to fund any tax abatements and interest for fiscal year 2014-2015.

Explanation: This article allows the use of funds from the overlay (charged by the Assessor when the mill rate is set) to be used for any abatements (including any interest).

Article 50: To see what sum the Town will authorize the Board of Selectmen to appropriate from the undesignated surplus funds to reduce the tax burden for fiscal year 2014-2015.

Board of Selectmen recommends: $45,000

Explanation: If this article is approved the total amount taken from the fund balance for fiscal year 2014-2015 is $45,000 which leaves an estimated fund balance of approximately $_______ as of July 1, 2014. This is approximately ___% of the current operating budget and is within allowable limits (8%-15%) based on the current fund balance policy.
Article 51: To see what sum the Town will vote to take from receipts, sources and designations, to apply against Fiscal year 2014-2015 appropriations, and to accept any such funds from the State of Maine and the US Government as provided by the State Legislature or Federal Government for the Fiscal year 2014-2015.

Board of Selectmen recommend: **$588,213**

*Explanation: The total revenues from receipts, sources and designations includes: $201,663 (from Article 23) plus $45,000 (from Article 50) and $341,550 from the following table:* 

<table>
<thead>
<tr>
<th>Revenue Account</th>
<th>Proposed Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>302 AGENT FEE</td>
<td>2,500</td>
</tr>
<tr>
<td>303 EXCISE TAX</td>
<td>75,000</td>
</tr>
<tr>
<td>304 BOAT EXCISE TAX</td>
<td>8,000</td>
</tr>
<tr>
<td>305 INTEREST &amp; PENALTIES</td>
<td>6,000</td>
</tr>
<tr>
<td>307 LIEN COST</td>
<td>800</td>
</tr>
<tr>
<td>310 DONATIONS</td>
<td>200</td>
</tr>
<tr>
<td>311 HUNTING &amp; FISHING LIC</td>
<td>50</td>
</tr>
<tr>
<td>312 MARRIAGE LICENSES</td>
<td>250</td>
</tr>
<tr>
<td>313 BIRTH CERTIFICATES</td>
<td>50</td>
</tr>
<tr>
<td>314 DEATH CERTIFICATES</td>
<td>50</td>
</tr>
<tr>
<td>315 CLERK LICENSES</td>
<td>50</td>
</tr>
<tr>
<td>316 SHELLFISH LICENSES</td>
<td>2,500</td>
</tr>
<tr>
<td>327 HOMESTEAD STATE REIMB REV</td>
<td>7,000</td>
</tr>
<tr>
<td>328 VETERANS EXEMPTION REIMB</td>
<td>550</td>
</tr>
<tr>
<td>330 TREE GROWTH PENALTY</td>
<td>50</td>
</tr>
<tr>
<td>331 STATE REVENUE SHARING</td>
<td>12,000</td>
</tr>
<tr>
<td>334 SNOW REGISTR</td>
<td>50</td>
</tr>
<tr>
<td>351 POLICE ISSUED FINES</td>
<td>3,000</td>
</tr>
<tr>
<td>364 GROWTH PERMITS</td>
<td>200</td>
</tr>
<tr>
<td>365 BOARD OF APPEALS</td>
<td>200</td>
</tr>
<tr>
<td>366 BUILDING PERMITS</td>
<td>8,000</td>
</tr>
<tr>
<td>367 ELECTRICAL PERMITS</td>
<td>1,000</td>
</tr>
<tr>
<td>368 PLUMBING PERMITS</td>
<td>2,000</td>
</tr>
<tr>
<td>369 OTHER PERMITS</td>
<td>1,000</td>
</tr>
<tr>
<td>396 RESERVE TRANSFER</td>
<td>160,000</td>
</tr>
<tr>
<td>401 DOG REVENUE</td>
<td>300</td>
</tr>
<tr>
<td>403 MOORING FEES</td>
<td>10,000</td>
</tr>
<tr>
<td>411 URBAN RURAL INIT PROGRAM</td>
<td>16,000</td>
</tr>
<tr>
<td>412 COLLECTED CEMETERY FEES</td>
<td>50</td>
</tr>
<tr>
<td>418 CHEB. ISLAND SOLID WASTE</td>
<td>15,000</td>
</tr>
<tr>
<td>500 RENTAL MOORING FEES</td>
<td>1,000</td>
</tr>
<tr>
<td>501 STONE WHarf PERMITS</td>
<td>5,000</td>
</tr>
<tr>
<td>502 TRANSIENT TIE-UP FEES</td>
<td>1,500</td>
</tr>
<tr>
<td>511 CTC ESCROW - BLANCHARD LO</td>
<td>2,000</td>
</tr>
<tr>
<td>512 COPY FEE REVENUE</td>
<td>200</td>
</tr>
<tr>
<td>TOTAL</td>
<td><strong>$341,550</strong></td>
</tr>
</tbody>
</table>
Article 52: To see if the Town will authorize the Board of Selectmen to accept gifts under the following conditions: That the Board place unanticipated gifts or donations of money in the Town of Chebeague Island private enterprise checking account and respect the wishes of the donor regarding use of donated funds or assets.

OTHER MUNICIPAL ARTICLES

Article 53: To see if the Town will authorize the Board of Selectmen to submit grant proposals to other governmental entities or private, non-profit foundations for funding for general administration or project-specific expenditures.

Article 54: To see if the Town will vote to authorize the municipal officers to make final determinations regarding the closing or opening of roads to winter maintenance pursuant to 23 M.R.S.A § 2953.

Article 55: To see if the Town will vote to set the date(s) that fiscal year 2014-2015 Real and Personal Taxes are due as September 30th, 2014 and March 31st, 2015 and to charge interest at the rate of 7.0% per annum for fiscal year 2014-2015 Real and Personal taxes paid after those dates.

Article 56: To see if the Town will vote to set the interest rates to be paid by the town on abated and overpaid taxes pursuant to 36M.R.S.A § 506-A at 3.0%.

Explanation: This rate must be equal to or no more than 4 percentage points lower than the rate set in the previous article.

Article 57: To see if the Town will vote to authorize the tax collector or treasurer to accept, without interest, prepayments of taxes not yet committed pursuant to 36 M.R.S.A § 506.

Explanation: This article is necessary to ensure that the bonds covering the treasurer and tax collector will apply to any property tax accepted by them which has not yet been legally committed by the assessors to the collector.
Article 58: To see if the Town will conduct a candidates forum here and now to allow the voters to hear statements from candidates (if they wish to make a statement) for the office of selectperson and school committee (both candidates whose names appear on the ballot as well as those interested in being write in candidates) each statement is limited to 3 minutes.

Explanation: The Town adopted the secret ballot election and voting method on November 19, 2011. This means that the election of municipal officers, both selectperson and school committee members, shall be conducted by secret ballot at the voting polls on June 11, 2013 rather than during the open town meeting. Although any party interested in being elected may speak; no nominations are accepted as part of this forum. In order for a candidate’s name to appear on the ballot they must have filed nomination papers in accordance with Title 30-A M.R.S.A. Section 2528.

Article 59: To adjourn the Annual Town Meeting until June 10·2014 8:00 AM so that secret ballot elections may be held at the Chebeague Island Hall and Community Center, 247 South Road for elected officials and then to adjourn after the closing of the poll at 8:00 PM and the announcement of the results by the moderator.

Given unto our hands this 21st day of May, 2014, at Chebeague Island, Maine

___________________________    _______________________
David Hill, Chair                   Donna Damon

___________________________    _______________________
Herb Maine                        Mark Dyer

___________________________
Susan Campbell

Chebeague Island Board of Selectmen
Exhibit A
COASTAL WATERS ORDINANCE

of the Town of Chebeague Island
MAINE

Draft as of Oct 3, 2013
Revisions to workshop draft as made by the CWC on 10/13/2013

Adopted by the Town Meeting:
Effective:

Attest:

___________________________
Town Clerk

Seal:
Section 102. TITLE
This Ordinance shall be known as and may be cited as the “Coastal Waters in the Town of Chebeague Island, Maine,” and shall be referred to herein as “this Ordinance” or “this chapter”.

Section 103. PURPOSE AND AUTHORITY
This ordinance is enacted to provide for the establishment of uniform rules governing the types of activities permitted or prohibited on the coastal waters of The Town of Chebeague Island. It is intended to ensure safety to persons and property, to promote availability and use of public resources, to encourage and protect traditional maritime and commercial activities, to make provision for aquaculture activities and to create a fair and efficient framework for administration of those resources.

This Ordinance is adopted pursuant to 30-A M.R.S.A. § 3001 and 38 M.R.S.A. Subchapter I of Chapter 1.

Section 104. NOTIFICATIONS
Notice of vessel movements, cargo transfers and other activities specified herein where notices to the Town of Chebeague are required shall be directed as follows:

Primary contact – Harbormaster, Town of Chebeague Island
Secondary contact – Town of Chebeague Island Town Administrator
Tertiary contact – any member of the Board of Selectmen

Making contact with any of the above shall satisfy the notification requirements.

Section 105. DEFINITIONS
a) Abandoned Moorings. The term ‘Abandoned Mooring’ shall refer to any mooring which is unused or unregistered for 365 days by the owner or his family.

b) Abandoned Vessel. The term ‘Abandoned vessel’ means any vessel that is inoperative and neglected, submerged or partially submerged or that has been left by the owner in coastal waters without intention of removal.

c) Anchorage. The term ‘Anchorage’ shall refer to the occupancy of any space within the waters of the Town of Chebeague Island by a vessel while at anchor whether or not the anchoring device is resting on lands under water within the boundaries of the Town of Chebeague Island.

d) Aquaculture. The term ‘Aquaculture’ shall mean the culture or husbandry of marine organisms by any person (12-A M.R.S.A. § 6001).

e) Catch Storage Mooring. The term ‘Catch Storage Mooring’ shall mean a mooring used by commercial fisherman to store their catch and cannot be used to moor a vessel or float.
f) **Chebeague Transportation Company (CTC) Vessel.** The term ‘Chebeague Transportation Company (CTC) vessel’ shall mean any vessel owned and operated by the Chebeague Transportation Company.

g) **Commercial Fisherman.** The term ‘commercial fisherman’ shall refer to a fisherman who is licensed by the State to harvest the species authorized by the license.

h) **Floating Business.** A “floating business” is the use or occupancy of a raft, hull, barge or other vessel floating on the waters adjacent to and within the jurisdiction of the Town of Chebeague Island for any commercial operation such as, but not limited to, the providing of personal services, retail operations, restaurants, drinking establishments, galleries, performing arts, studios and other such service or business operation. Fishing vessels used primarily for the harvesting, processing, transport or storage of fish or seafood products or vessels used for dredging, or other navigational purposes are not floating businesses as defined herein.

i) **Harbormaster.** The term ‘Harbormaster’ shall refer to the person appointed to serve as such by the Board of Selectmen.

j) **Mooring.** The term ‘mooring’ shall mean an anchoring device not carried aboard a vessel as regular equipment.

k) **Non-Resident.** The term ‘non-resident’ shall refer to any individual who does not maintain a legal residence within the Town of Chebeague.

l) **Non-Resident Taxpayer.** The term ‘non-resident taxpayer’ shall refer to a non-resident who pays real estate taxes to the Town of Chebeague.

m) **Oil.** The term ‘oil’ shall refer to any and all petroleum products and their by-products of any kind and in any form, including but not limited to petroleum, fuel oil, sludge, oil refuse, oil mixed with other wastes and crude oil.

n) **Rental Mooring.** The term ‘rental mooring’ shall refer to a mooring which is leased or rented to a person other than the holder of the mooring registration.

o) **Resident.** The term ‘resident’ shall refer to an individual who maintains a legal resident status in the Town of Chebeague Island.

p) **Shore-front property owner.** The term ‘shore-front property owner’ shall mean anyone owning shore front property where the property boundary with the waterfront is at least 100 feet.

q) **Town Float.** The term ‘town float’ shall refer to a float owned by the Town of Chebeague Island.

r) **Town Landing.** An area of land or easement contiguous to the waters of the Town of Chebeague Island which is owned by the Town.

s) **Traditional Fishing Areas.** Traditional fishing areas of concern to the Town are those within the town’s borders defined in the Private and Special Law.
CHAPTER 47 H.P. 1243 - L.D. 1735 and those areas sharing these borders considered adjacent areas. For the purpose of this ordinance waters bordering these boundaries are also included under this term.

t) **Vessel.** The term ‘vessel’ shall refer to boats of all sizes powered by wind, machinery, by hand or by tow. It includes barges, dredges, scows and watercraft of any kind.

u) **Waters of the Town of Chebeague Island.** All waters below the mean high tide mark within the legal boundaries of the Town of Chebeague Island as established July 1, 2007.

v) **Water Taxi.** The term ‘Water taxi’ shall mean any boat (1) approved and licensed by the U.S. Coast Guard to carry passengers to and from Chebeague Island, (2) under the command of a person duly licensed to operate said boat, (3) offering, subject to weather conditions, an on-call water transportation service between Chebeague Island and the mainland or other islands in Casco Bay daily, (4) which is in full compliance with all applicable rules of any governmental agency, and (5) whose owner or operator, if requested by the Town of Chebeague Island Selectmen, provides a bond in form and amount satisfactory to the Town of Chebeague Island Selectmen guaranteeing safe and reliable performance of the service described in (3) above.

Section 106. **COASTAL WATERS COMMISSION**

a) **Membership.** The Coastal Waters Commission shall be comprised of 5 people each of whom is a resident tax-payer, a non-resident tax-payer, or a resident. At least three (3) members shall be employed currently, or have been employed in the past, in the fishing industry, or some other marine related activity.

b) **Term.** Members shall serve for terms of 3 year(s). Terms shall be staggered.

c) **Chairman.** The Commission shall annually elect a Chairman from among its members. The Chairman shall call meetings as necessary or when so requested by a majority of members or the municipal officers. The Chairman or his appointee shall preside at all meetings.

d) **Secretary.** The Commission shall annually elect a Secretary. The Secretary shall maintain a record of all proceedings including all correspondence of the Commission and regularly submit the records to the Town Clerk.

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

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

g) **Meetings.** All meetings and records shall be subject to the Maine Freedom of Access Act, 1 M.R.S.A. Sections 401-410.
h) **Rules of Procedure.** The Commission may adopt rules of procedure not inconsistent with this ordinance.

i) The municipal officers and town staff shall cooperate with and provide the Commission with such information as may be reasonably necessary and available to enable it to carry out its functions under this ordinance. **Project Development and Recommendations.** The Commission will use the following procedure when developing projects or making recommendations:

The Commission may identify aspects of the marine infrastructure that may need the attention of the Town. The issues may include but are not limited to: facilities development and maintenance, regulations, usage, permitting, and access. Once an issue has been identified the Commission will evaluate the scope of the problem and its importance. If the issue is deemed to be a high priority, the Commission will inform the Town Administrator first and then the Board of Selectmen. The Administrator and Selectmen will meet with the Commission to determine if the issue should be pursued, to what extent, and what if any financial and / or staff support (such as the harbormaster or Administrator) will be allocated. In addition, the Selectmen, Administrator, and Commission will establish a timeline for the project development, which will include check-ins with the Selectmen and Administrator. The Selectmen will make the final determination as to whether the project will be taken to completion. The Selectmen will execute any bid documents and will oversee the project with the Commission serving in an advisory capacity.

Section 107. **DUTIES OF THE COASTAL WATERS COMMISSION**

The Coastal Waters Commission exists:

a) to review and recommend to the Board of Selectmen development and activities on or in the coastal waters of the Town of Chebeague Island,

b) for the general purpose of studying and evaluating public usage of, and access to, the Coastal Waters of the Town of Chebeague Island,

c) for the planning for the future use of those waters,

d) to advise the Selectmen on policy matters and proposed regulations concerning the Coastal Waters of the Town of Chebeague Island,

e) in conjunction with Local, State, and Federal authorities to plan and recommend improvements in the Coastal Waters of the Town of Chebeague Island,

f) to sit as a board of appeals to hear appeals as provided by this Ordinance from any person aggrieved by a decision, act, or failure to act on the part of the Harbormaster. Decisions of the Coastal Waters Commission may be appealed to the Board of Selectmen for a final determination.
g) to review applications for wharf or pier construction as required by Chapter 17, Article II, Section 421.3 of the Zoning Ordinance of the Town of Chebeague Island.

h) to recommend the use and maintenance of marine facilities to the Board of Selectmen and review these recommendations from time to time as required.

i) to review candidates for the Harbormaster position and make recommendations to the Board of Selectmen.

j) to determine whether a vessel is abandoned in accordance with 38 M.R.S.A. §9.

k) to be familiar with State Statutes, applicable rules and regulations and procedures relating to aquaculture in traditional fishing areas to develop or adopt criteria for reviewing permit applications for proposed aquaculture in traditional fishing areas.

l) to review all permits, leases or licenses (or renewals) for aquaculture noticed to the Town of Chebeague Island under 12 M.R.S.A. and prepare a written report to the CWC and Harbormaster that includes at a minimum:
   i. An assessment of the impact to local marine activity,
   ii. an assessment of potential public safety issues,
   iii. a recommendation to Coastal Waters Commission to request or not request a public hearing under 12 M.R.S.A. §6072-A(6) if applicable and
   iv. a recommendation for the Town to request or not request intervener status as allowed under 12 M.R.S.A. §6072(5) if applicable.

m) to review existing aquaculture and make a written report to the board of Selectmen at their request

n) to prepare for the presentation of facts and evidence at any public hearings held by the Board of Selectmen or the Department of Marine Resources for aquaculture in traditional fishing areas.

The Commission shall regularly inform the Selectmen, Planning Board and such other boards, committees, or officials of the Town of Chebeague Island as appropriate of its activities.

The Code Enforcement Officer shall provide The Coastal Water Commission with a copy of any application filed for a Wharfing-Out permit issued by the Board of Selectmen pursuant to a 38 M.R.S.A. §1021-§1027. The Coastal Waters Commission shall review the application and provide comments in writing to the Board of Selectmen, the Planning and the Code Enforcement Officer within 10 days of receiving the application.

Section 108. HARBORMASTER

The Selectmen shall appoint a Harbormaster, hereafter referred to as The Harbormaster, and shall recommend the Harbormaster's compensation annually. The Selectmen, for
cause by them declared in writing, after due notice to the officer and hearing, if requested, may remove the Harbormaster and appoint another one.

Section 109. DUTIES OF THE HARBORMASTER
The Harbormaster shall:

a) manage the Floats, Docks, Ramps, Moorings, Landings, and Watercraft owned by the town,

b) seasonally set channel markers for the approach to the Stone Wharf in order to provide safe passage for boats entering at low tide,

c) take whatever action is necessary and appropriate to remove any menace to navigation within the waters of the Town of Chebeague Island.

d) regularly attend meetings of the Coastal Waters Commission, but shall not be a member of the Commission,

e) keep the Town Administrator and Commission fully informed of his activities.

f) provide information on matters pertaining to the Commission’s duties and responsibilities,

g) attend Selectmen’s meetings as requested by the Commission, the Selectmen or Town Administrator,

h) maintain a permanent bound record in which he shall record all complaints received (both written and oral), the date and time received, the response made to the complaint, and the date and time of such response. This record shall be maintained in ink.

Section 110. OPERATION OF VESSELS
Any vessel desiring to conduct activities within the waters that may injure, damage, disrupt normal activities or occupations, or otherwise harm the residents of the Town of Chebeague Island or their property shall first provide notice (Section 104 of this chapter) and receive permission from the Board of Selectmen a minimum of forty-eight (48) hours in advance.

a) It shall be unlawful to operate a vessel in the waters of the Town of Chebeague Island so as to endanger persons or property.

b) It shall be unlawful to operate a vessel in a manner which creates excessive wake/wake-wash.

c) It shall be unlawful to establish or maintain a temporary anchorage within the waters of the Town of Chebeague Island without authorization from the Harbormaster.

d) It shall be unlawful to block or restrict access to a Town landing or ramp.
e) It shall be unlawful to abandon a vessel within the waters or upon the shoreline of the Town of Chebeague Island. Except where the vessel constitutes an immediate hazard to public health, safety and welfare, the Harbormaster shall notify the owner of an abandoned vessel of his duty to remove any abandoned vessel within thirty (30) days of the date of the notice. If the vessel is not removed within the applicable thirty (30) day period, it may be removed by the Harbormaster at the expense of the owner in accordance with the procedures of 38 M.R.S.A. § 5. Where the Selectmen determine that the abandoned vessel constitutes a threat to public health, safety and welfare, they may authorize the Harbormaster to remove the vessel immediately and without notice at the expense of the owner. Removal of an abandoned vessel does not constitute payment of any penalties which may be assessed.

f) It shall be unlawful to abandon lobster, crab and shellfish traps, cars or crates, or floats within the waters of the Town of Chebeague Island.

g) It shall be unlawful to abandon a mooring within the waters of the Town of Chebeague Island.

h) It shall be unlawful to refuse to obey any lawful order of the Harbormaster.

i) It shall be unlawful for any vessels at anchor in or passing through the waters of the Town of Chebeague Island to violate any laws, rules or regulations of any local, state or federal agency with regard their operation or any overboard discharges, cargo transfers, lading of dangerous cargo, emissions to the atmosphere or any other activity deemed unsafe to the residents of the Town of Chebeague.

j) It shall be unlawful to transfer any oil in bulk in quantities in excess of 5,000 gallons, including bunker fuel, within the waters of the Town of Chebeague Island without first deploying oil spill containment boom around the area of the transfer to contain any potential spill. Should the oil spill containment boom not be able to be secured sufficiently to the vessels to prevent any potential spill from escaping the boom, then sufficient boom must be deployed to encircle both vessels in their entirety, and held in such a manner that will prevent any contained oil from escaping until cleanup is completed.
Section 111. MOORINGS

a) Registration

All moorings located below low water, except out-hauls, shall be registered with the Town Clerk. Permits will be issued for the fiscal year January 1 through December 31. Any applicant who completes re-registration by July 1 of any year shall be given preference to the location occupied by that registrant’s mooring the prior year, unless the Harbormaster determines that a demonstrated need for that site has been shown by someone higher on the list of priorities in section d) below. In such an event, the Harbormaster will provide a mutually agreeable site and re-assign the mooring at the expense of the mooring owner taking over the old site.

b) Fees

The Board of Selectmen shall set a fee for the mooring registration in accordance with Ch 11 Art. II Section 109(s) of the Town Code of Ordinances. The fee schedule may reduce the registration fees when more that one mooring is registered by a person. The fee schedule may set separate fees based on mooring classifications consistent with this section:

<table>
<thead>
<tr>
<th>Mooring Classification</th>
<th>Fee Allowed</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Commercial</td>
<td>Yes</td>
<td>1</td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>Yes</td>
<td>4</td>
</tr>
<tr>
<td>Resident</td>
<td>Yes</td>
<td>2</td>
</tr>
<tr>
<td>Non-resident taxpayer</td>
<td>Yes</td>
<td>3</td>
</tr>
<tr>
<td>Non-resident</td>
<td>Yes</td>
<td>5</td>
</tr>
<tr>
<td>Rental</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Catch Moorings</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

If more than five (5) new moorings are requested in any category by any one applicant a written request must be submitted to the Commission with the application form stating the reason for the request. The request must be approved by a vote of the Commission.

c) Unregistered Moorings

If any mooring in the Town of Chebeague Island is unregistered after July 1, the Town Clerk or Harbormaster shall notify the owner. If registration is not completed within ten (10) days of notice, the owner is subject to a fine as specified by the Board of Selectmen each day until the registration has been completed. The fine is set in accordance with Section 116. After a period of 30 days has expired and the mooring registration has not been completed, the Harbormaster may remove the mooring at the expense of the mooring owner plus a fee of $100 plus the accumulated fines, to be paid to the Town.
d) Assignment

Registered moorings shall be assigned locations by the Harbormaster on a first-come, first-served basis as space permits with due regard to navigation and the safety of persons and property, and, where feasible, the prior year location.

If there is insufficient space to assign allocations for all registered moorings in the location requested, the applications not assigned mooring locations shall be placed on a waiting list, which will be maintained by the Town Clerk. The list will be posted and available for inspection in the Town Office.

As space in the waters of the Town of Chebeague Island becomes available, assignments of mooring locations shall be made from the waiting list in accordance with the terms of 38 M.R.S.A. § 7-A(2) on the basis of the date of the applicant’s request and with the priorities identified in SECTION 110 (b). Notwithstanding the above, Resident and Non-Resident taxpayers who are shorefront property owners shall have priority for one mooring fronting their land, if so requested, but not to encroach on the natural channel or channels established by the municipal officers; provided that not more than one mooring may be assigned to any shorefront parcel of land under this privilege. The limitation of one mooring assigned under this privilege does not prevent the owner of a shorefront parcel from receiving additional mooring assignments under the allocation system for all other residents.

Sale of a mooring to a second party, when a waiting list exists, shall not convey the assigned location, unless sold to the person holding the next assignment on the waiting list. The Harbormaster shall be notified of all sales of moorings in the Town of Chebeague Island Coastal Waters.

The Harbormaster shall be responsible for relocating a mooring(s) when danger to other property is inherent due to its position. Such relocation shall be paid for by the encroaching mooring owners involved.

e) Mooring Plan

The Commission may recommend to the Selectmen a mooring plan for any area in the waters of the Town of Chebeague Island.

f) Markings

The Town Clerk will issue a registration number which is to be painted on the mooring float. Numbers must be no less than three (3) inches in height, black paint or quality adhesive characters.

All mooring balls, except those used for rental purposes, will be white. Rental buoys should be orange. Rental buoys will bear characters three inches high indicating the mooring weight; i.e. 75lbs, 100lbs, 200lbs, 1000lbs, etc.
Catch storage moorings will be considered temporary moorings and be registered at the Town Office with no fee. These moorings will be assigned a number by the Town Clerk and identified with the letter “S”.

g) Construction
Mooring applicants are responsible for constructing their moorings in a manner suitable for its intended purpose.

h) Removal of Abandoned Moorings
The Harbormaster shall notify the Board of Selectmen of abandoned moorings. The Selectmen shall notify the owner of an abandoned mooring of his duty to remove the mooring within thirty (30) days of the date of the notice. If the mooring is not removed or re-registered within the applicable thirty (30) day period, it may be removed by the Harbormaster at the expense of the owner in accordance with the provisions of 38 M.R.S.A. § 4. Removal of a mooring under this section does not constitute payment of any penalty that may be assessed.

Section 112. PUBLIC WHARVES AND FLOAT SYSTEMS

a) Stone Wharf
The Town shall maintain a float system at the Stone Wharf for the benefit of the public. The float system shall provide for the following functions:

<table>
<thead>
<tr>
<th>Function</th>
<th>May Apply</th>
<th></th>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Fee</td>
<td>Permit</td>
<td>Size limits</td>
<td>Time limits</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Regular ferry access to the mainland</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Commercial Marine activités</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Transient tie-up</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual tie-up</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Loading zones for recreational use</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
a) Chandler’s Cove Wharf

The Town shall maintain a float system at the Chandler’s Cove Wharf for the benefit of the public as may be allowed by the Department of Transportation. The float system shall provide for the following functions:

<table>
<thead>
<tr>
<th>Function</th>
<th>May Apply</th>
<th>Fee</th>
<th>Permit</th>
<th>Size limits</th>
<th>Time limits</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Services</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>Includes the transportation of Fire, Rescue and Law Enforcement personnel or equipment in the performance of professional services for the Town.</td>
</tr>
<tr>
<td>Public Utilities</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>A vessel used to transport personnel or equipment to or from the island may tie up while performing its professional services.</td>
</tr>
<tr>
<td>Commercial Marine activités</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td>A business whose main occupation involves the maritime environment such as fishing, water taxi, guiding, tours and is engaged in the commercial activity.</td>
</tr>
<tr>
<td>Transient tie-up</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>A vessel may temporarily tie multiple lines to cleats or a tie rail to secure the vessel and safely load or unload passengers or cargo. The vessel may be left unattended.</td>
</tr>
<tr>
<td>Annual tie-up</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
<td>The town guarantees access to a float or floats for the purpose of tying the bow line only (normally) to a cleat or tie rail designated for that purpose.</td>
</tr>
<tr>
<td>Loading zones for recreational use</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td>A vessel may temporarily tie multiple lines to cleats or a tie rail to secure the vessel and safely load or unload passengers or cargo. The vessel may not be left unattended.</td>
</tr>
<tr>
<td>Gear storage (optional)</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td></td>
<td>The term gear refers to any and all items that might be left on surface of the float. This is an optional provision and may be entirely disallowed by the rules and regulations.</td>
</tr>
</tbody>
</table>

b) Rules and Regulations

The Board of Selectmen may develop rules and regulations to govern the use of the float systems and water access to the Wharves in this section. If rules or regulations are inconsistent with this ordinance then this ordinance shall take precedence.

c) Permits

Annual permits shall be issued by the Town of Chebeague Island. Application forms are provided by the Town Clerk and approved by the Harbormaster.
Applications may be rejected if the vessel does not meet the size requirements or is deemed a hazard to other boats by the Harbormaster. Applicants will receive a sticker which must be applied to the boat in a place clearly visible from the bow.

Boats will be placed in designated areas and shall receive annually a permit and location area. Boats shall be required to dock in their designated float area. Individual spaces will not be assigned, but areas shall be designated for boats less than 14’ in length and 12’ to 17’ in length.

d) Review

The Coastal Waters Commission shall review the rules and regulation annually and provide a report to the Board of Selectmen by October 1st of each year addressing at a minimum: 1) the capacity of the float system, 2) the effectiveness of the rules and regulations and 3) the physical condition of the float system.

e) Harbormaster Discretion

The Harbormaster may temporarily suspend provisions in this section only in cases where public safety or property are at risk and such action will reduce that risk. Such a decision must be recorded in the Harbormaster’s log.

Section 113. FEES

Fees authorized under this ordinance may be set by the Board of Selectmen in accordance with Ch. 11, Art I, Sec 109(S) of the Town of Chebeague Island Code of Ordinances.

Section 114. FLOATING BUSINESSES AND RESIDENCE

It is a violation of this ordinance to live aboard a vessel in the waters of the Town of Chebeague Island for more than 30 consecutive days without a permit. It is a violation of this ordinance to conduct a floating business within the waters of the Town of Chebeague Island without a permit. Permits are issued by the Harbormaster. Permits are issued for a calendar year. No fee may be charged for a permit issued under this section.

Section 115. ADMINISTRATION AND ENFORCEMENT

This Ordinance shall be administered by the Town Administrator and may be enforced by the harbormaster, municipal officers, code enforcement officer or any law enforcement officer with jurisdiction in the Town of Chebeague Island.

Section 116. PENALTIES

Violations of the Rules and Regulations as provided for in this ordinance:

- $10 1st offense
- $25 2nd offense within 1 year of 1st offense
$50  3rd offense within 1 year of 1st offense

Multiple tickets will be issued if the offense continues beyond the allowed time limit.

Any other violation of this Ordinance shall be a civil infraction subject to a fine of not more than $250. Each violation shall be deemed a separate offense. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged way or related structure and reasonable attorney fees and costs. Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

Vessels in violation of this ordinance or the rules and regulations established by the Board of Selectmen shall be subject to impoundment by the Town of Chebeague Island after the second offense in a single calendar year.

Section 117.  AMENDMENTS
This Ordinance may be amended by Town Meeting at any properly noticed meeting.

Section 118.  SEVERABILITY
In the event any portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect.
Exhibit B
FIRE AND RESCUE DEPARTMENT ORDINANCE

of the Town of Chebeague Island
MAINE

Adopted by the Town Meeting:
Effective:

Attest:

__________________________
Town Clerk

Seal:
Section 119. TITLE

This Ordinance shall be known as and may be cited as the “Fire and Rescue Department Ordinance in the Town of Chebeague Island, Maine,” and shall be referred to herein as “this Ordinance” or “this chapter”.

Section 120. PURPOSE AND AUTHORITY

The purpose of this Ordinance is to establish the Fire and Rescue Department of the Town of Chebeague Island. This Ordinance is adopted pursuant to 30-A M.R.S.A. § 3001, 3151 et seq.

Section 121. DEFINITIONS

d) Rescue or EMS. The terms ‘rescue’ or ‘EMS’ shall refer to Emergency Medical Services.

e) Department or CFRD. The terms ‘Department’ or ‘CFRD’ shall refer to the Chebeague Island Fire and Rescue Department.

f) Board of Selectmen. The term ‘Board of Selectmen’ shall mean the Board of Selectmen of the Town of Chebeague Island.

g) The definitions contained in Title 30-A §3151 and Title 12-A M.R.S.A. for terms not otherwise defined in this chapter shall govern the construction of words contained in this Ordinance. Any words not otherwise defined therein shall be given their common and ordinary meaning.

Section 122. ESTABLISHMENT AND PURPOSE

The Town of Chebeague Island hereby establishes a municipal Fire and Rescue Department. The purpose of this department is:

a) to strive to respond to all fire and EMS calls in a timely manner according to the nature of the call and the availability of service and equipment,

b) to promote professional performance by all department members and

c) to provide services in accordance with all applicable federal and state statutes and regulations.

Section 123. ORGANIZATION

a) The CFRD shall be under the supervision of the Fire and Rescue Chief (hereinafter the “Chief”). The Chief of the Department shall be appointed by the Board of Selectmen.

b) All members of the Department serve as volunteers to the Town of Chebeague Island.
c) The following positions are established by this Chapter:
   a. Chief,
   b. Fire Captain,
   c. Fire Lieutenant,
   d. Rescue Captain,
   e. Rescue Lieutenant,
   f. Firefighters and
   g. Emergency Medical Technicians.

d) Other positions must be created by Job Description and approved by the Board of Selectmen.

e) The Department shall maintain all records at the public safety building.

Section 124.   FIRE AND RESCUE CHIEF

The Selectmen shall appoint a Fire and Rescue Chief and shall recommend the Chief’s compensation annually. The Selectmen, for cause by them declared in writing, after due notice to the officer and hearing, if requested, may remove the Chief and appoint another one. The Chief reports to the Town Administrator.

The Chief shall have the authority to adopt administrative regulations consistent with this ordinance relating to municipal fire protection and emergency medical services, with the approval of the Board of Selectmen.

The Chief shall have the authority to:

   a) employ all Firefighters and Emergency Medical Technicians,
   b) appoint Officers and other approved positions,
   c) remove Firefighters, Officers, and any other members,

as provided by regulations promulgated by the Chief and approved by the Board of Selectmen. The Chief shall:

   a) ensure personnel are trained and prepared to provide fire protection and emergency medical services,
   b) provide for the maintenance of all equipment used by the department,
   c) provide assigned fire inspections to ensure that structures are in compliance with fire prevention ordinances.
   d) Maintain written documents titled:
a. Administrative Regulations (Board of Selectmen approval required),
b. Job Descriptions for all established positions,
c. Standard Operating Guidelines,
d. Exposure Control Plan and
e. Policies and Procedures.

Section 125. MEETINGS
The Department shall have regular meetings to transact department business. The Chief shall submit approved minutes to the Town Clerk on a regular and timely basis.

Section 126. FINANCES

a) The Chief shall prepare an annual budget for the Department which shall contain budgeted amounts for all expenses related to the operation of the Department, including recommended compensation for the Chief, the officers, EMS personnel, firefighters and other personnel. The Chief shall submit the annual budget to the Board of Selectmen at its regular meeting in January of each year.

b) The Chief shall submit all bills, receipts and payroll documents relating to the Department to the Town Treasurer in a timely fashion, who shall be authorized to pay such bills upon approval by the Board of Selectmen of a warrant for such expenditures, and who shall keep and maintain the financial records of the Department. The Treasurer shall provide the Chief with a “year-to-date expense report” for the department on a monthly basis.

c) The Town shall maintain two Enterprise Checking Accounts named: 1) “Town of Chebeague Island – Chebeague Island Fire” and 2) “Town of Chebeague Island – Chebeague Island Rescue”. The accounts shall hold funds for the “Chebeague Island Fire Fund” and “Chebeague Island Rescue Fund” respectively.
The Chief shall appoint a custodian of the accounts who shall maintain all records and report all transactions to the Treasurer quarterly. The Chief, The custodian and the Town Treasurer shall be authorized to sign checks.

a. Two signatures are required for each check.
b. All material goods purchased using these funds are the property of the Town of Chebeague Island.
c. The Department may not solicit gifts or donations except as part of public fund raisers organized by the Department.
d. Monetary gifts to the Department may be accepted by the Chief. As is practical, the wishes of the donor regarding the use of gifts will be respected. All other gifts must be accepted by the Board of Selectmen.
e. Material and equipment gifts must be accepted by the Board of Selectmen.
f. Expended funds may not be reimbursed using Town funds.
g. The Treasurer shall receive bank statements and immediately forward a copy to the Chief,
h. The Chief shall provide all necessary information to the Treasurer to include these accounts in the annual financial audit.

Section 127. REPORTING

The Chief shall provide the Selectmen with quarterly reports that demonstrate that:

a. staffing levels are adequate to provide basic fire prevention and basic emergency medical services,
b. licenses and certifications maintained by the department are current,
c. necessary training has occurred for fire and rescue personnel,
d. all firefighting and rescue equipment has received regular maintenance and
e. the enterprise checking accounts have been reconciled.

Section 128. MUTUAL AID

Pursuant to Title 30-A M.R.S.A., §3156, the Board of Selectmen, in consultation with the Fire Chief, may enter into mutual aid agreements with other municipalities for firefighting or other emergency services.

Section 129. AMENDMENTS

This Ordinance may be amended by Town Meeting at any properly noticed meeting.

Section 130. SEVERABILITY

In the event any portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect.
Exhibit C
Sec. 110.78  Definitions

*  *  *

110.78 Hotel
A building containing individual sleeping rooms or suites, each having a private bathroom attached thereto, for the purpose of providing overnight lodging facilities to the general public for compensation, and in which access to all rooms is made through an inside office or lobby.

Sec. 201  Zoning Map and Districts

The zoning map officially entitled "Town of Chebeague Island Zoning Map" dated July 1, 2007 (Appendix 1), and on file in the office of the Town Clerk and filed with the Cumberland County Registry of Deeds is hereby adopted as part of this ordinance. Regardless of the existence of other printed copies of the zoning map, the said zoning map on file and as officially adopted by the Town of Chebeague Island Town Meeting shall be the final authority as to the location of zoning districts in the Town; provided, however, that notwithstanding said zoning map, the entire surface area of the following islands is contained within the Resource Protection district: Bangs Island, Little Chebeague Island, Stockman Island, Jewel Island, Little Jewel Island, West Brown Cow Island, Crow Island, Broken Cove Island, Goosenest Island, Rogues Island, Upper Green Islands, and Sand Island.

The Town of Chebeague Island Zoning Map divides the Town into the following districts:

Island Residential (IR)
Island Business (IB)
Island Business 2 (IB2)

Shoreland Zoning Overly Districts:

Shoreland Resource Protection Overlay (RP)
Resource Protection/Floodplain Overlay (RP/FP)
Limited Residential Overlay (LR)
Limited Commercial Overlay District (LC)
Commercial Fisheries/Maritime Activities Overlay (CFMA)

This Ordinance also applies to any structure built on, over or abutting a dock, wharf or pier, or other structure extending or located below the normal high-water line of a water body or within a wetland.
204.4 Island Business 2 District (IB2)
Site plan review and approval by the Planning Board is required for all permitted uses and special exceptions, with the exception of single-family dwellings, day care homes, bed & breakfast inns with three or fewer guest bedrooms, home occupations, agriculture, and animal husbandry and uses related to commercial fishing as allowed in 204.4 A.4 below.

A. The following uses are permitted within the IB2 District:
   1. Any use listed as a permitted use in the IB District, as provided in 204.3.A;
   2. Hotels; and
   3. Uses and buildings accessory to those above.

B. The following uses are allowed in the IB2 District as special exceptions, requiring the approval of the Board of Adjustment and Appeals
   1. Any use listed as a special exception use in the IB District, as provided in 204.3.B

C. The following lot standards shall apply to all lots within the IB2 District created on August 1, 1975 or later:
   1. 1.5 acre minimum lot size for single family detached dwellings;
   2. In the case of duplex development, there shall be no less than 0.94 acres of lot area per dwelling unit; and
   3. There shall be no less than 150 feet of frontage on a public right-of-way.

D. The following setbacks are required for all structures in the IB2 District that are more than 1.5 acres in size or that were created on or after August 1, 1975, except that sheds and driveways are permitted to a minimum setback of fifteen (15) feet from the side and rear lot lines:
   1. Front: 55 feet;
   2. Rear: 65 feet;
   3. Side: 30 feet – combined width at least 65 feet; and
   4. Shoreland setbacks shall be as required by Section 427.

E. The following minimum setbacks are required for all lots in the IB2 District that are less than 1.5 acres and that were created on or before July 31, 1975, except that sheds and driveways are permitted to a minimum setback of fifteen (15) feet from the side and rear lot lines:
1. Front: 25 feet;
2. Rear: 20 feet;
3. Side: 20 feet; and
4. Shoreland setbacks shall be as required by Section 427.

Sec. 425  **Street Construction**

425.1  **Private Streets**
Private streets meeting the following standards, as determined by the Code Enforcement Officer, may be used to satisfy the lot frontage requirement for residential uses.

A. In the IR and IB and IB2 zones, an applicant shall submit to the Code Enforcement Officer an application for a private right-of-way required to provide access to a structure located within that zone. The application shall specify the location of the proposed right-of-way, the proposed width, the materials to be utilized in the construction of the road, grades, provisions for drainage, and sight distances at any turning radius. The Code Enforcement Officer shall approve any plan that makes adequate provision for these items, provided that the Fire Chief approves the application for sufficiency of access for emergency vehicles.
RETURN ON THE WARRANT

Chebeague Island, Maine

May 31, 2014

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at: Chebeague Island Town Office, Chebeague Island Hall Community Center, Chebeague Island Library, Chebeague Island Recreation Center, Island Market, Chandlers Cove Landing, Chebeague Transportation Companies vessel “Islander”, and the said Town, being public and conspicuous places in said Town, on the thirty first day of May, 2014, being at least seven days before the meeting.

____________________________________
Resident of Chebeague Island
We hope to see you there!

8:00am to 8:00pm on June 10th at the Island Hall

2014 School Committee and Selectboard Elections

9:00am on June 7th at the Island Hall

2014 Annual Town Meeting

Town of Chebeague Island
192 North Rd.
Chebeague Island, ME
04017

Local Delivery
Chebeague Island, ME
04017
Dear Board of Selectmen:

We enjoyed the meeting between the Board of Selectmen and the Rescue in March at the parish house. The Rescue Department was pleased by all of the board’s enthusiasm at our suggestion to apply for a fellow for the fire/rescue department. We took many of your ideas for the fellow's internship and incorporated them into the fellow’s upcoming projects on the Island. We had discussed at the meeting the different ways to cover the cost of the Island Institute fellow program.

I understand this was not in the town’s budget, however the benefits of the Island Institute fellow program to our community will outweigh the cost.

The rescue department suggests that the town of Chebeague Island pay a total of $8,000.00 due in September 2014 to cover the cost of the 2014-2015 fellow program for the Chebeague fire/rescue department. These funds would not come from the existing rescue budget.

The fire/rescue department will pay the housing cost for the fellow and a wage for Beth Putnam to work as the fellow project advisor from the department’s kitty accounts.

Sincerely,

Chief Munroe
And Captain Putnam
Hi Eric,

Thanks for your patience and consideration. I discussed the scope of service with Tom and Mark and offer the following:

Field data collection of all visible improvements within the 1000' of right of way, including evidence shown on the Bruce Bowman plan. All data will be collected either conventionally or with GPS, and all will be placed on Maine State Plane Coordinates for insertion into GIS, if needed. Each located point will also include an elevation on either NGVD29 or NAVD88, whichever is preferred by the Town of Chebeague Island.

Preparation of a final plan depicting the results of the rendered services. This plan will serve as the primary document to discuss, plan, and resolve issues.

This estimate of cost does not include transportation or a return to site to set stakes, as needed, to mark the right of way. Cost to mark the right of way will be dependent on quantity of stakes or scope of requested services.

Cost: $1,900-$2,400

Please call or email if you have any questions or to authorize us to prepare a contract for services. Thank you for your consideration.

Kind Regards,
Jim

James D. Nadeau, PLS, CFM, CFS, ANFI, Realtor
Nadeau Land Surveys.com
918 Brighton Avenue
Portland, Maine 04102
Phone: 207.878.7870
Fax: 207.878.7871
jim@nadeaulandsurveys.com

View our monthly newsletter, "Welcome to the Flood Zone"
CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR
LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND –
SUMMER PATROL

May 23, 2014-September 01, 2014

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN
THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY
COMMISSIONERS AND THE TOWN OF CHEBEAGUE ISLAND

This Contract, effective May 23, 2014, is made by and between the Town of Chebeague Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the “TOWN”), the County of Cumberland (hereinafter referred to as “COUNTY”), and Kevin J Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as “SHERIFF”) to provide enhanced law enforcement services within the town limits of Chebeague Island, Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the COUNTY.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is
required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff’s Office General Orders.

C. Service shall mean comprehensive law enforcement services provided for See cost presentation for duration of services. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff’s Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services.

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff or part-time deputy who is a certified law enforcement officer by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

3. The Deputy assigned to Chebeague Island will work five (5) eight (8) hour shifts scheduled for Wednesday to Sunday, to include a portion of the day and evening. All holidays occurring during the term of this contract will be considered a work day in lieu of other days for that week.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide law enforcement services, deputy sheriff will enforce Chebeague Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff’s Office General Orders.

E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:

   a. Traffic Crash Investigations/Reconstruction;

   b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);

   c. Prisoner and Jail Services;
d. Records Retention;
e. Civil Service Officers;
f. Patrol and Detection Canine Support;
g. Emergency Services Unit (ESU);
h. Law Enforcement Training Section;
i. Task Force Personnel;
j. Crime Prevention;
k. Volunteers and Police Service Activities
l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);
m. Dive Team;
n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff’s Office;
o. Any other such units or services as the Cumberland County Sheriff’s Office may provide normally.

F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.

G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.

H. Vehicles, Supplies, Equipment and Office Furniture:
   1. The COUNTY shall provide a marked patrol unit at a fee for summer patrol services. Each marked patrol until shall prominently display on its exterior the indicia of the Cumberland County Sheriff’s Office. The Town agrees that all equipment used by the deputies will be issued through the SHERIFF’s Office for assignment. The Town agrees that all requests made by the deputies to the Town pertaining to equipment, schooling, work schedule, etc. will be referred to the administrators of the SHERIFF’s Office for approval.
   2. The SHERIFF agrees to maintain the vehicle per the manufacturer’s recommended maintenance schedule.
   3. The COUNTY shall provide the TOWN, no later than February 1st of each year with a contract cost proposal
   4. The SHERIFF shall provide necessary office supplies for use by the Contract Deputy to fulfill assignments.
   5. Any supplies and office furniture furnished or purchased by the Town shall remain the property of the Town.
6. Any supplies and office furniture furnished or purchased by the COUNTY shall remain the property of the COUNTY.

I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff’s Office General Orders, and this Contract under the direction of the SHERIFF.

B. The Chief Deputy or his designee will notify the Town Administrator or Designee in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.

C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF.

D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Report</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>○ Schedule for deputies assigned to Chebeague Island</td>
<td>As prepared</td>
</tr>
<tr>
<td>○ Monthly categorical summary of calls for service</td>
<td>15th of the following month</td>
</tr>
<tr>
<td>○ Monthly summary of moving traffic stops with distinction between warnings and summons</td>
<td>15th of the following month</td>
</tr>
<tr>
<td>○ Copies of all operational polices and procedures</td>
<td>Within 15 days of approval by Sheriff</td>
</tr>
<tr>
<td>○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Chebeague Island</td>
<td>Within 15 days of final ratification by all parties</td>
</tr>
<tr>
<td>○ Summary of pending criminal cases to include each case’s status in the judicial system</td>
<td>When retrievable by computer</td>
</tr>
</tbody>
</table>

E. As requested by the Town or Town Manager, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.
F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Chebeague Island or permanent re-assignment of any deputy out of Chebeague Island. “Permanent” shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy.

H. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

2.3 Processing of Evidence.

A. Evidence shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
3.3 Sheriff’s General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff’s Office General Orders, including any updates and amendments added after publication.

ARTICLE 4 – TOWN OF CHEBEAGUE ISLAND RESPONSIBILITIES

4.1 Office Space.

A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, if necessary, for the facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

B. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town’s Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Chebeague Island Town Code of Ordinances as adopted, with revisions, as enacted.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN’s budget process to be approved by the Board of Selectmen. The total amount due for all services described herein shall be Twenty One Thousand Seven Hundred Thirty Three Dollars and Ninety Two Cents ($21,733.92) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due July 1, 2013; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The Town shall make provision for fuel on a 24-hour / 7-day basis on Chebeague Island for town-owned vehicles operated by deputies.

5.4 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff’s Office business travel to Chebeague Island.
5.5 The Town shall make provision for efficient provision of wrecker services which may be requested by deputies as described in Section 2.1.I.2.

5.6 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.7 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – ADDITIONAL PERSONNEL

6.1 If, by judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the SHERIFF agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that within a reasonable time in advance of employment the TOWN furnishes the SHERIFF with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Administrator or his designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the SHERIFF shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the SHERIFF shall make the final determination on said issues. The SHERIFF agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.
ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties, either party may request arbitration to resolve such disputes and may refer the disputed matter to an arbitration panel. Such election for arbitration shall be conclusively evidenced by the filing of a written demand for the arbitration with the opposing party. This demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when institution of legal or equitable proceedings based on such claims, dispute, or other matter in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party’s representative to the arbitration panel, as defined below.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two members previously mentioned. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has sent the other party a written demand for arbitration, the other party must appoint its representative within ten days of receipt of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The two representatives so appointed to the arbitration panel shall select a third member of their panel as provided in paragraph 10.2 above.

10.5 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member and the panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and conclusive between both parties.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss, or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY
and SHERIFF with respect to the TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, or SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing:

05/23/2014-09/01/2014, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. In the event the Board of Selectmen establishes a police department, the SHERIFF and the TOWN agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Administrator.

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect through the end of the contract period. Subject to necessary negotiation of any added cost factors, the Town may request an extension of the Contract for such an additional period.

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff’s Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

**ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE**

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chairperson of the Board of Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

**ARTICLE 17 – COMMUNICATIONS**

17.1 All communications related to Law Enforcement and Detention issues will first be routed through the Cumberland County Sheriff’s Office.

**ARTICLE 18 – ENTIRE AGREEMENT**

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.
IN WITNESS WHEREOF, the TOWN OF CHEBEAGUE ISLAND, by order duly adopted by its Board of Selectmen has caused this Contract to be signed by the Board of Selectmen and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:______________________________________

CHAIRPERSON
COUNTY COMMISSIONERS

DATE:____________________________

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY:______________________________________

SHERIFF
KEVIN J. JOYCE

DATE:____________________________

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF CHEBEAGUE ISLAND

BY:______________________________________

DATE:____________________________

ATTEST:__________________________________

COUNTY MANAGER/CLERK

DATE:____________________________

Attachment 1
**PERSONNEL COSTS:**

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<tr>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
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<tr>
<td>Mailman</td>
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**COMPENSATION TIME (@ 1.5)-Back Fill**

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<td>VACATION</td>
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<td>HOLIDAYS</td>
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<td><strong>TOTAL COMP COSTS</strong></td>
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**FRINGE BENEFIT COSTS:**

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<tr>
<th>Type</th>
<th>Rate</th>
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<tbody>
<tr>
<td>SOCIAL SECURITY</td>
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<tr>
<td>WORKERS COMP</td>
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<tr>
<td>RETIREMENT</td>
<td>8.10%</td>
<td>$1,035.06</td>
</tr>
<tr>
<td>FAMILY HEALTH INSURANCE</td>
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<td>$4,981.06</td>
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<tr>
<td><strong>TOTAL FRINGE COSTS</strong></td>
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<td>$7,425.60</td>
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**OTHER FIXED COSTS**

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</thead>
<tbody>
<tr>
<td>CONTRACT SUPERVISION</td>
<td>$383.36</td>
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<tr>
<td>VEHICLE INSURANCE</td>
<td>$135.00</td>
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<tr>
<td>PROFESSIONAL LIABILITY FOR DEPUTY</td>
<td>$140.40</td>
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<tr>
<td><strong>TOTAL OTHER FIXED COSTS</strong></td>
<td>$658.76</td>
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**OPERATIONAL COSTS**

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<tr>
<td>UNIFORMS</td>
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</tr>
<tr>
<td>AIR CARDS FOR COMPUTER- ($46 per month)</td>
<td>$161.00</td>
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<td>OIL, TIRES FOR VEHICLE 2 Tires</td>
<td>$250.00</td>
</tr>
<tr>
<td>FUEL OIL, GASOLINE</td>
<td>$0.00</td>
</tr>
<tr>
<td>MAINTENANCE VEHICLE &amp; OIL</td>
<td>$360.00</td>
</tr>
<tr>
<td><strong>TOTAL OPERATIONAL COSTS</strong></td>
<td>$871.00</td>
</tr>
</tbody>
</table>

**CAPITAL COSTS**

<table>
<thead>
<tr>
<th>Type</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>NEW VEHICLE</td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CAPITAL IMPROVEMENTS</strong></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACT COST FOR THIS PERIOD:** $21,733.92
AGREEMENT

THIS AGREEMENT made and executed in duplicate this ____ (day) of _______________ (month), 2014, by and between the Town Of Chebeague Island, a municipal corporation with a place of business located in the County of Cumberland, State of Maine (hereinafter “Municipality”) and the Animal Refuge League of Greater Portland, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business located at 449 Stroudwater Street, in Westbrook, County of Cumberland, State of Maine, (hereinafter “ARLG”).

WITNESSETH:

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S.A. 3949) for stray and lost dogs, cats, and domesticated animals that are a problem in the community (hereinafter “Animals”); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, ARLG possesses both the expertise and facilities to provide these services;

NOW, THEREFORE, the parties hereby agree as follows:

1. Acceptance of Animals. Provided the ARLG shelter is not under quarantine as imposed by State humane agent(s), State veterinarian(s), or contract veterinarian(s), ARLG agrees that it will accept each and every stray, lost and confiscated domestic Animal delivered to it at the ARLG shelter by a duly authorized Animal Control Officer, Police Officer or citizen of Municipality, provided the Animal was found within the territorial limits of Municipality. Said Animals shall be held for the legal impoundment period, after which the ARLG will make such disposition as it, in its sole discretion, deems necessary and proper.

2. Delivery of Animals. Provided the ARLG shelter is not under quarantine, all stray or lost Animals collected by the said Animal Control/Police Officer shall be delivered to ARLG for the impoundment period provided the Animal Control/Police Officer cannot return the stray or lost Animal to its owner directly.

3. Delivery and Hours of Operation. ARLG staff are regularly available between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. and 4:00 p.m. Saturdays and Sundays. Whenever possible, delivery of said animals should be planned during those hours in order to ensure there is cage/kennel space available. After regular business hours, Animal Control/Police Officer(s) have access to limited temporary kenneling facilities at the ARLG shelter.

4. Exclusive Rights and Custody. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the ARLG shall be under the exclusive control and custody of the ARLG. Moreover, Municipality agrees that, so far as it is concerned, the ARLG shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of the ARLG.

5. Proper Care Required. ARLG shall comply with animal care standards as required by State law for such Animals while they are in the ARLG’s possession.

6. Rabies Quarantine. The ARLG shall quarantine on a space available basis for a period of at least ten (10) days, stray dogs and cats in the Municipality which have bitten residents of the
Municipality. Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. The ARLGP is not obligated, nor does it have the space, to quarantine privately owned Animals.

7. **Fees.** For the services provided by the ARLGP, Municipality agrees to pay the ARLGP the total sum of $450.12, which is based on 4 Quarters at the rate of $1.32 per capita of the Municipality population 341, from the 2010 Census. All money is payable in advance. Quarterly payments are in the amount of $112.53 each for 4 quarters. The first installment is due on July 1st, 2014 and will be invoiced separately. It is mutually agreed that the fees provided herein may be renegotiated within ten (10) days written notice of either party, said renegotiated fees not to become effective until the annual renewal date, provided said fees are renegotiated not less than thirty (30) days prior to any renewal date.

8. **Boarding of Confiscated Animals.** The fees noted in Paragraph 7, above, shall cover all boarding for Animals delivered to the ARLGP and held other than those pending court proceedings. It is important to note that in the case of seizures due to cruelty and or neglect, costs and fees for animal care are the municipality’s responsibility. The law does provide for the municipality's reimbursement from the animal’s owner. ARLGP fee schedules are available upon request.

9. **Impoundment Fee Collection and Licensing.** The ARLGP agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee, plus the cost of board at a rate to be determined by the ARLGP for each day of impoundment from the date of impoundment. Further, the ARLGP will require the owner of every impounded Animal to pay all applicable fees, including veterinary medical and vaccination fees, of an impounded Animal. The ARLGP shall also require proof of licensure prior to releasing a dog into the custody of the owner in accordance with 7 M.R.S.A. 3913(3) (C), as may be amended or will provide owner with a ten (10) day temporary license and forward copies to Municipality.

10. **Documentation.** The ARLGP agrees to provide to Municipality an annual detailed record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by the ARLGP.

11. **Enforcement Activities.** Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. The ARLGP shall not be required to apprehend or seize any Animals found roaming at large.

12. **Donations and Gifts.** Any and all donations, contributions, or anything of value given to or received by the ARLGP as a result of any service performed in carrying out the provisions of the Agreement, including but not limited to payments received pursuant to Paragraph 7 above, shall be the exclusive property of the ARLGP, and Municipality shall have no claim or interest therein.

13. **Adoption Authority.** The ARLGP shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.

14. **Veterinary Care.** As prescribed by 7 M.R.S.A. § 3948, the municipality is responsible for providing proper medical attention to any injured stray companion animal. The ARLGP will not accept any injured stray animal that has not received proper veterinarian medical care. Municipality agrees that it shall obtain appropriate emergency veterinary care for injured Animals prior to delivery to the ARLGP shelter. In the event that Municipality delivers an injured Animal to the ARLGP without first obtaining appropriate emergency veterinary care, the ARLGP, in its
sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary or appropriate. Municipality agrees to reimburse the ARLGP for the costs of emergency and required follow up care within ten (10) days from the receipt of an invoice.

At no time will the municipality drop off any injured stray companion animal to the ARLGP during closed hours unless prior arrangements have been made with an ARLGP representative.

15. Animal Control Officers. Municipality agrees that it shall notify the ARLGP, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality’s Codes or Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by Title 7 M.R.S.A. 3947.

16. Independent Capacity. The ARLGP, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of the ARLGP. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between the ARLGP and Municipality.

17. Indemnity. The ARLGP shall, at its own expense, defend, indemnify and save Municipality harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of the ARLGP, its officers, employees or agents.

18. Compliance. The ARLGP agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.

19. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other party.

20. Other Services. The ARLGP offers to provide the following services to Municipality at no additional cost to Municipality:

a. Cremation Services: The ARLGP will accept for cremation stray or lost Animals, dead on arrival, from animal control officers, or duly authorized law enforcement personnel.

b. Telephone Services: To avoid confusion, the ARLGP will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.

c. Lost and Found Pet Services: ARLGP staff will take lost and found reports to facilitate the return of pets to their owners.

d. Education Services: ARLGP staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades K through 12.

21. Term. The term of this Agreement shall be from July 1, 2014, to June 30, 2015.
22. **End of Term.** At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, the ARLGP agrees to continue to receive and care for stray and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect at the end of the term. Provided, however, that such obligation shall not exceed three (3) months and that Municipality continues to make quarterly payments as were in effect at the end of the term.

23. **Complete Agreement.** This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.

24. **Binding.** This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.

25. **Severability.** If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.

26. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

**TOWN OF CHEBEAGUE ISLAND**

By: ___________________________  Witness: ___________________________

Printed Name: ___________________________  Printed Name: ___________________________

Its: ___________________________

**ANIMAL REFUGE LEAGUE OF GREATER PORTLAND**

By: Patsy Murphy

Printed name: Patsy Murphy

Its:  Executive Director

Printed Name: Joanne Majka

Animal Refuge League of Greater Portland – Town Contract
MEMO

To: Town of Chebeague Island Board of Selectmen
From: Eric Dyer, Town Administrator
Date: May 14, 2014
Re: Bookkeeper Hiring Process & Recommendation

Hiring Process:

The hiring process for a municipal Bookkeeper has progressed as follows:

1. Notice of “hiring” submitted to the following entities on Thursday, March 13th:
   a. Portland Press Herald
   b. Maine Municipal Association Classifieds
   c. School Career websites / classifieds
   d. Posted locally and submitted to other entities as appropriate
2. Application materials (resume, cover letter, etc.) were received by April 4th.
   1. Nine applications were received by the Town for the Bookkeeper position.
   2. These applicants were ranked by the hiring committee.
   3. The hiring committee consisted of:
      a. Bump Hadley (superintendent)
      b. Carol White (School Committee)
      c. Herb Maine (Selectman)
      d. Mary Holt (Teacher / Past Selectwoman)
      e. Eric Dyer (Town Administrator)
4. Preferred applicants were contacted and references were checked
5. Following a “vetting” discussion with each applicant, some withdrew because of travel and compensation concerns.
6. Interviews were scheduled with the top three remaining applicants.
7. The interview committee consisted of:
   a. Bump Hadley (superintendent)
   b. Beverly Johnson (School Committee)
   c. Herb Maine (Selectman)
   d. Mary Holt (Teacher / Past Selectwoman)
   e. Eric Dyer (Town Administrator)
8. Interviews were held and committee members discussed their preferences for a top applicant.
9. The decision making process was not easy, as all applicants had desirable qualities and skills.
10. The committee was not unanimous in their preference but did agree to a top applicant.

Recommendation:

It is recommended that the top applicant as determined by the interview committee be hired as the municipal bookkeeper and that the Town Administrator be authorized to complete the hiring process.
MEMO

To: Town of Chebeague Island Board of Selectmen
From: Eric Dyer, Town Administrator
Date: May 12, 2014
Re: Office Hours

Current Hours:
Office Hours currently vary seasonally and follow the basic pattern below:

- Monday - 9-5
- Tuesday - CLOSED
- Wednesday - CLOSED
- Thursday - 12-8 (varies seasonally)
- Friday - 9-4

Proposed Hours:
I am recommending that the following hours be established, effective June 1, 2014, with no seasonal variation. The primary purpose of this recommendation is to increase the number and consistency of open hours for the public.

- Monday - 9-5
- Tuesday - 9-5
- Wednesday - CLOSED
- Thursday - 12-8
- Friday - 9-4
May 14, 2014

James A. Brandes  
Exempt Organization Specialist  
Internal Revenue Service  
Tax Exempt and Government Entities  
P. O. Box 12192  
Covington, Kentucky 41012-0192

Re: Chebeague Transportation Company  
Employer Identification Number 01-0318796

Dear Mr. Brandes:

I am writing to you on behalf of and at the request of the Board of Selectmen of the Town of Chebeague Island. The Board of Selectmen has been elected by the residents of Chebeague Island to manage the Town's affairs according to Maine Law.

The purpose for our writing to you relates to the request by the Chebeague Transportation Company that it be treated as an exempt organization under Section 501(c)(3) of the Internal Revenue Code. The Selectmen understand that the primary basis for the Company's request for the exemption determination is that it "lessens the burdens of government."

As you consider the request of the Chebeague Transportation Company, we would like you to be informed by our view, which we believe is informed by the citizens of our Town. Service provided by the Company to and for the benefit of the Town includes:

1. Ferry services available 365 days a year, with up to 11 scheduled trips per day;

2. The number of school children (grades six through twelve) on the island range from 25 to 40, and the ferry provides their means to access education on the mainland. It also provides their access to school related activities and sports;

3. Approximately 35 residents commute to their jobs from the island on a daily basis, and 20 commute to the island from the mainland. Among those commuting are teachers and instructors for the Island school, healthcare workers who work at the assisted living facility, as well as hospice nurses, physical therapists and others delivering medical care to islanders unable to make it to the mainland;

4. The ferry provides up to 100 on-call rescue service annually for residents and others on the Island. This service is provided at no cost and is provided 24 hours per day;

5. The ferry provides free service to residents undergoing medical treatment;

6. The ferry provides free service to residents taking children to community related events (such as sports and scouts);
7. The ferry provides on call emergency services to law enforcement 24 per hours per day, at no cost;

8. The ferry provides free transportation to persons attending funerals on the island and transports the remains at no cost;

9. The ferry provides free transportation to children under the age of six;

10. The ferry provides free service to persons traveling on the ferry to chaperone young children, disabled, elderly, or ill people;

11. The company provides parking at a 66% discount for medical workers;

12. The company provides free service to transport firefighting personnel or equipment in the event of an emergency.

The Company provides an invaluable transportation service for the benefit of the Island and its residents. The ferry boat's dependable and flexible schedule allows residents to commute to work and school and to receive essential services therefore sustaining the community. The Town considers this to be an essential service and participates in the maintenance of the wharves, floats, and parking lot at Cousins Island.

Obviously, the Town would need to replace this service if the Chebeague Transportation Company did not provide this service.

Sincerely,

Town of Chebeague Island
Board of Selectmen

By: ______________________________
Donna Damon, First Selectmen