Board of Selectmen Meeting Notice

The Board of Selectmen will hold a Meeting on Wednesday May 13, 2015 at the Island Hall at 6:00 PM

First Order of Business: Call meeting to order
Second Order of Business: Town Administrator and Town Treasurer Reports
Third Order of Business: Public Comment
Fourth Order of Business: Public Hearing
   To Discuss Ordinances to be included on the Town Meeting Warrant
   • Planning Board
   • Board of Selectmen
   • Shellfish
   • Addressing
   • Capital Plan and Finance

Fifth Order of Business: Regular Business
   To Have the Board of Selectmen:

15-143: Consider possible action with regard to damaged mailbox complaints

15-144: Consider approval of a contract with Cumberland County Sheriff's Office for deputy sheriff services

15-145: Consider transfer of insurance reimbursement funds to the Harbor Vessel reserve fund

15-146: Consider approve an application for a bank credit card

15-147: Review cemetery maintenance proposals

15-148: Discuss annual report format

15-149: Accept and appropriate a grant received by the Fire & Rescue Dept. from the Stephen & Tabitha King Foundation for $25,000 for a cardiac monitor/defibrillator.

15-150: Confirm approval of grant application to Maine Coastal Communities Grant Program for an island-wide vulnerability assessment to storm drainage and flooding.

Sixth Order of Business: Communications
   • Kim Boehm
   • John Holt

Seventh Order of Business: Review and approve prior meeting minutes

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

Tenth Order of Business: Other Business

Eleventh Order of Business: Adjourn Meeting
MEMO

To: Town of Chebeague Island Board of Selectmen
From: Marjorie E. Stratton, Town Administrator
Date: May 13, 2015
Re: Agreement for Law Enforcement Services

I spoke with Don Goulette, Patrol Officer for the Cumberland County Sheriff’s Office.

He explained that normally, a Deputy doesn’t enforce local ordinances. However, with a contract, Deputies can enforce local ordinances. If State Law overrides, they will follow State Law.

The issue is the follow through, if you will. The ultimate follow-up is not with the District Attorney’s Office. Enforcement would be a civil suit from the town. So the ultimate enforcement lies with the Town, not the Sheriff’s Office and the District Attorney.
**Town of Chebeague Island - Summer**  
*Contract Deputy Coverage from 5/23/2015 through 9/07/15*

<table>
<thead>
<tr>
<th>Personnel Costs:</th>
<th>Hourly rate</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailman  ONE DEPUTY</td>
<td>15 weeks, 3 days</td>
<td>628 hours</td>
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<tr>
<td><strong>TOTAL SALARY</strong></td>
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<table>
<thead>
<tr>
<th>Compensation Time (@1.5)-Back Fill</th>
<th># Of Days</th>
<th>Vacation</th>
<th>Holidays</th>
<th>Personal</th>
<th>Sick</th>
<th><strong>Total Comp Costs</strong></th>
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<tr>
<td></td>
<td>5</td>
<td>$1,348.20</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td><strong>$1,348.20</strong></td>
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<table>
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<tr>
<th>Fringe Benefit Costs:</th>
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<tbody>
<tr>
<td>7.65% SOCIAL SECURITY</td>
<td>$1,079.50</td>
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<td></td>
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<tr>
<td>3.38% WORKERS COMP</td>
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<td>8.60% RETIREMENT</td>
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<tr>
<td><strong>Family HEALTH INSURANCE</strong></td>
<td>$5,496.95</td>
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<tr>
<td><strong>TOTAL FRINGE COSTS</strong></td>
<td><strong>$7,053.42</strong></td>
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<table>
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<tr>
<th>Other Fixed Costs:</th>
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<tbody>
<tr>
<td>3.0% CONTRACT SUPERVISION</td>
<td>$423.33</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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<td><strong>TOTAL OTHER FIXED COSTS</strong></td>
<td><strong>$698.73</strong></td>
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<table>
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<tr>
<th>Uniforms</th>
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<tbody>
<tr>
<td>UNIFORMS</td>
<td>$100.00</td>
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<tr>
<td>AIR CARDS FOR COMPUTER- ($46 per month)</td>
<td>$161.00</td>
</tr>
<tr>
<td>OIL, TIRES FOR VEHICLE 2 Tires</td>
<td>$250.00</td>
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<tr>
<td>FUEL OIL, GASOLINE</td>
<td>$0.00</td>
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<tr>
<td>MAINTENANCE VEHICLE &amp; OIL</td>
<td>$360.00</td>
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<tr>
<td>SAFETY EQUIPMENT</td>
<td>$125.00</td>
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<tr>
<td><strong>TOTAL OPERATIONAL COSTS</strong></td>
<td><strong>$996.00</strong></td>
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**Capital Costs:**

<table>
<thead>
<tr>
<th>NEW VEHICLE</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL CAPITAL IMPROVEMENTS:</strong></td>
<td><strong>$0.00</strong></td>
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**TOTAL CONTRACT COST FOR THIS PERIOD:** **$24,207.51**
CUMBERLAND COUNTY SHERIFF’S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND – SUMMER PATROL

May 23, 2015–September 07, 2015

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, 2015, 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.

WITNESSETH:

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>o Schedule for deputies assigned to Chebeague Island</td>
<td>As prepared</td>
</tr>
<tr>
<td>o Monthly categorical summary of calls for service</td>
<td>15th of the following month</td>
</tr>
<tr>
<td>o Monthly summary of moving traffic stops with distinction between warnings and summons</td>
<td>15th of the following month</td>
</tr>
<tr>
<td>o Copies of all operational polices and procedures</td>
<td>Within 15 days of approval by Sheriff</td>
</tr>
<tr>
<td>o 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>o 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.

5
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 four thousand two hundred seven dollars and fifty one cents (24,207.51) 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, 2015; 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 2.1.1.2.

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:

05/23/2015-09/07/2015, 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
MEMO

To: Town of Chebeague Island Board of Selectmen
From: Marjorie E. Stratton, Town Administrator
Date: May 13, 2015
Re: Harbor Master Vessel Insurance reimbursements

We initially spent $1,250.00 for light salvage work and $3,684.91 for engine work and received $3,934.91 from the insurance company. ($4,934.91 - $1,000.00 deductible) This expense and reimbursement were posted to the Harbor Master Equipment Maintenance account leaving the $1,000.00 expense in this account that was not covered by the deductible.

We recently received another $22,215.09, $16,600 for the boat and $5,615.09 for the engine.

I propose the transfer $1,000 to the Harbor Master Equipment account to offset the expense of the $1,000 deductible, and $21,215.09 to the Harbor Master Vessel Reserve Fund.
Cemetery Lawn Care Proposal
John Summa Mowing
johnasumma@gmail.com
207.747.9604

I will present a few choices that will work with my schedule this summer and will hopefully satisfy the needs of the Cemetery and town as well. Each scheduled mowing will be set over the course of a three day period to allow a little flexibility with my schedule, but may not take the full three days to complete each mowing. I will also give the town a choice to sign on for a two year contract on either Option 1 or Option 2. If a two year contract is decided upon there will be a price reduction which is noted below. Each “mowing” will consist of the actual mowing of the grass as well as weed whacking around all headstones, trees, rocks, etc.

- Option 1.) This option will cover eight mowings over the course of the Summer.
  - 1 Year Contract Price: $9500 for 8 mowings during the Summer of 2015. ($1,187.50 per mow)
  - 2 Year Contract Price: $18,000 for 8 mowings during Summer of 2015 and 8 mowings during Summer of 2016. ($1,125 per mow)

- Option 1 Dates: (Dates for 2nd year not included)
  - 1st Mow - May 22-24
  - 2nd Mow - June 12-14
  - 3rd Mow - June 26-28
  - 4th Mow - July 17-19
  - 5th Mow - August 7-9
  - 6th Mow - August 28-30
  - 7th Mow - September 11-13
  - 8th Mow - October 2-4

- Option 2.) This option will cover ten mowings over the course of the Summer.
  - 1 Year Contract Price: $11,500 for 10 mowings over course of Summer. ($1150 per mow)
  - 2 Year Contract Price: $21,000 for 10 mowings during the Summer of 2015 and 10 mowings during the Summer of 2016. ($1050 per mow)

- Option 2 Dates: (Dates for 2nd year not included)
  - 1st Mow - May 22-24
  - 2nd Mow - June 5-7
  - 3rd Mow - June 26-28
  - 4th Mow - July 10-12
  - 5th Mow - July 24-26
  - 6th Mow - August 7-9
  - 7th Mow - August 21-23
  - 8th Mow - September 4-6
  - 9th Mow - September 18-20
  - 10th Mow - October 2-4

Thank you for your consideration,

John Summa
R.F.P. for Cemetery Maintenance

April 10, 2018

Dear Sirs:

I am interested in the contract for maintenance in the cemetery. I have tried to put together a rough structure fee for providing the service requested. Due to the nature of weather, etc., it is somewhat difficult to provide a firm amount in the proposals.
I propose to mow the entire cemetery out to eight times and trim as advertised in the R.F.P. I will be using the town's tworide mowers and my trimmer. My estimate will be $450 per mowing each time. Any required mowing after eight times will be at a rate of $350 per mowing. The reduced rate is due to the fact that often in the fall it is not necessary to mow the cemetery.

Cleanup from storm:

Branches and other debris will be done at a rate of $100.00 an hour using my own truck to haul back. The brush will have to be shredded during the hours. Bush chump will open.

Fertilizing space will be done at $30.00 an hour using my own trailer. Public Works will provide the loan to do this job as they always have. The Town will be responsible to provide grass seed. I propose to purchase the grass at Chequamegon Boat Yard and put on the town's account. Parts and repairs to the mowers will be done by me. The parts will charged to the Town on their account. All implements used Wendham, all have been done in the past. Labor for repairs will be charged at the rate of $20.00 hour.

I will be happy to sit with a Town representative to discuss this proposal.

[Signature]
March 4, 2015

Lisa Israel
Chebeague Island Fire
& Rescue Department
192 North Road
Chebeague Island, ME 04107

Dear Ms. Israel,

Please find enclosed a check for $25,000 to help you purchase a cardiac monitor/defibrillator. Depositing or cashing this check is an agreement to use the funds only as outlined in the application; these funds must be spent within one year or they must be returned to the foundation. We would appreciate an update on the project at a time you deem appropriate. You may publicize this award as long as you state that it was the result of a grant application, however publicity is not our preference. If you have any questions about this, please contact me.

Congratulations and continued success with your good work.

Sincerely,

Stephanie Leonard
Administrator
Kim Boehm  
49 Meeting House Lane  
Chebeague Island, ME 04017  

April 3, 2015  

Board of Selectman  
Chebeague Island, ME 04017  

Dear Sirs:  

With reference to the current parking situation, on the Stone Pier:  

One of the biggest problems, is vehicles being parked, or “standing” near the ramp to the CTC float, for pick up and drop off. This issue is compounded during the summer months.  
I wont go into details, but the result is sometimes complete blockage of the pier for what seems like an insufferable time. My main concern, is access to the pier for Emergency and Public Safety vehicles.  

I am suggesting, that the parking restrictions for the months of June and November, be extended for the months of July and August. I also think it a good idea to mark an area immediately in front of the barge ramp, as “No Parking or Standing”. Many persons are not familiar to the barge loading/unloading process and this is a vital link for the Island.  
My enclosed drawing, also has suggestions for a space for Commercial parking, as this is an area that is used for fishing gear loading/unloading, and repair vehicles. Signs could also be posted.  

My proposed plan would not affect Handicapped spaces and I believe would enhance traffic flow, while ensuring a lane always open for Emergency and Public Safety vehicles. I understand change comes slowly to this Island, but I ask that this issue be addressed immediately, and hopefully implemented soon, even if for a trial basis.  

Your consideration in this matter is of great importance, not only to me, but to many people, with whom I have talked. I am, as always, available for questions.
Respectfully Submitted,

Kim Boehm

Enclosures (1)
Cc: Town Administrator
    Harbor Master
    Fire Department
    Rescue
    CTC
    Parking Enforcement Officer
Having had run the island’s taxi service for three years (which meant having to meet almost every CTC trip from June thru Labor Day, sometimes more than once), I am very sensitive to the parking -- and congestion -- issues at the Stone Wharf. Rare was the day that we weren’t thinking about options that would keep as many cars as possible away from the wharf and how congestion could be better managed.

I very much support an effort to provide a consolidated parking area for those travelers above and beyond daily commuters, folks requiring handicap parking, users of recreational boats, transportation workers, barge staging, and commercial fishermen. A, if not 'the', major motivation for consideration of a consolidated parking area should be the many issues associated with parking vehicles along the full length of Wharf Road. Another motivation of almost equal weight would be to significantly reduce the congestion, most especially at 'boat times.' That said, I strongly urge the board to ...

1. NOT pursue a 'parking lot' solution at the Stone Wharf, in general
2. NOT pursue the Golf Club/Holmbom parcel, in particular
3. Develop a satellite parking area on the Town-owned parcel across from the Public Safety complex
4. If/when a satellite parking area is in place, do NOT allow ANY parking along the breadth of Wharf Road

For each of the above points, please allow me to illuminate my reasons ...

1. 1. the congestion issue will be compounded with ALL/60/40 (however many) cars in one compact area
   2. IF a ferry landing were to be developed at another, more appropriate, location, such a parking area would no longer be NEEDED at the Stone Wharf location and ANOTHER parking area would have to be developed
2. 1. Contrary to what was stated at the beginning of the April 1 meeting (and/but/yet clarified during the 'second half' of the meeting, after most people had already left), if the Town 'abandons' the Stone Wharf 'lot', ownership does, in fact, revert to GCCG and the town’s investment is lost.
   2. Environmentally: so many vehicles, and potential oil/gas/etc seepage so close to the water?
   3. Regulatory: the DEP would allow us to clear so close to the water so that so many vehicles could be jammed in there?
3. 1. The town already owns this property, with no strings attached.
   2. It’s location is pretty darn ideal ... almost equidistant to the existing major transportation hub (1.3 m) and a potential location at Sunset (1.5 m) ... equally inconvenient to all but a few island travelers.
4. I always understood or believed that the major impetus of a 'parking lot' would be to get cars off Wharf Road, reducing frustration (time spent trying to find a parking space; having to potentially
run down to the wharf) and allowing golfers to actually enjoy a mostly hazard free game. Allowing continued parking would undermine public support for any consolidated parking area. And, while the Stone Wharf is still the transportation hub, even MORE people drive themselves to boat, abrogating the intent of the consolidation attempt.

In addition to the 'parking' issue that is being addressed, there is also a major problem with congestion along the wharf during boat arrival and departure times that could be significantly reduced with some organization. How many times have you tried to pick up family or friends and ...

- found one or two vehicles parked haphazardly at/near the neck of the wharf, blocking all vehicles from getting close to the ramp?
- arrived early so that you could position your vehicle near the ramp only to be blocked in by 2 or 8 other vehicles that take forever to load their passengers and groceries and building supplies and the proverbial kitchen sink?
- found vehicles parked on the marked pedestrian area, causing people to bob and weave between all the vehicles being loaded/unloaded, lessening the safety of those pedestrians?
- found extended length vehicles parked willy-nilly near the neck of the wharf, effectively blocking all traffic and parked vehicles, and further impeding pedestrian safety?
- noticed that many of the 'inconsiderate' drivers are year-rounders or seasonal residents ??

I ask that the town please consider an experiment ... allow only angled parking on the head of the wharf during boat arrival/departure times. I do believe that there would be adequate space for pedestrians and vehicle maneuvering in and out of the angled spaces. Through the magic of Google Earth and cut’n’paste, I have tried to render an example of this proposal:
The parking space markings for an experiment could be as simple as a heavy chalk line.

Another thought for reducing congestion, at least during the summer, would be to hire a 'summer kid' to gently direct drivers to safe, non-blocking positions. Maybe CTC would consider funding this option.

Now, if people would only actually leave themselves (more than) enough time to get to their parking opportunities (wherever and whatever that may be or become) or arrange other means of 'getting there', life would be even better.
Thank you for your consideration and the efforts that you are taking to address parking in general and the infrastructure of the Stone Wharf in particular.

*John Holt*

23 North Road  
846-5040