Date: June 3, 2016

To: Board of Selectmen
From: Nicholas L. Adams
Subject: May 2016 CEO Report

The Fossel vs. Wessell dispute was settled outside of court therefore, I will not be required to attend the arbitration in June.

On May 19th, the Planning Board held a pre-application conference for a proposed 4-lot minor subdivision to be located on North Road. After the meeting I met with the owner and owner’s agent to discuss the next process. At this time I have not received the final application for the proposed subdivision to review for completeness, but as soon as I do and determine that the application is complete the Planning Board will be notified and will be required to review the application at their next meeting.

As of today, there are four (4) growth permits still available for 2016. Any interested party must keep in mind that the application must be applied for in person, accompanied with the $100.00 application fee, a septic system design, and proof of right, title or interest in the property. The growth permit application can be found on the Town’s website.

The Town issued the following permits for the month of May, additionally I have included a breakdown of the Building and Shoreland Zoning Permits issued for so far for calendar year 2016 with a total cost of work of $223,096.00.

<table>
<thead>
<tr>
<th>Code Enforcement Permit Fees</th>
<th>$804.80</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Residential Building Permits</td>
<td>$804.80</td>
</tr>
<tr>
<td>o Commercial Building Permits</td>
<td>$0.00</td>
</tr>
<tr>
<td>o Shoreland Zoning Projects</td>
<td>$0.00</td>
</tr>
<tr>
<td>o Planning/BOAA Board App’s</td>
<td>$0.00</td>
</tr>
<tr>
<td>o Growth Permits</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| Electrical Permit Fees | $50.00 |
| Plumbing Permit Fees | $460.00 |

<p>| Total Fees | $1,314.80 |</p>
<table>
<thead>
<tr>
<th>Permit No.</th>
<th>Owners's Name</th>
<th>Project Description</th>
<th>Address</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-B-1</td>
<td>Cox-Chapman, Jim</td>
<td>Build a 12' x 16' Screen Porch</td>
<td>45 South Shore Dr</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-2</td>
<td>Hopkins, Sarah</td>
<td>Demo First Floor for Future Rebuild</td>
<td>419 South Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-03</td>
<td>McKinnon, Kendra</td>
<td>Renovate Kitchen and Bathrooms 1st Phase</td>
<td>227 South Road</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-04</td>
<td>Sarah and Bill Hopkins</td>
<td>Rebuild Single Fmail and</td>
<td>419 South Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-05</td>
<td>Kim Munroe</td>
<td>Build roof over outside kitchen</td>
<td>53 School House Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-06</td>
<td>Scott Sawyer</td>
<td>Repair Rotten Porch &amp; Deck framing</td>
<td>19 South Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-07</td>
<td>Micheal Hollander</td>
<td>Renovate Kitchen and Laundry in Garage</td>
<td>33 Back Shore Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-08</td>
<td>Maine Bureau of Parks/Lands</td>
<td>Install a small wood stove</td>
<td>Little Jewell Island</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-09</td>
<td>Lloyd-Rees, David &amp; Susan</td>
<td>Build a 2nd 24' x 24' work shop, and a 12' x 14' 2 story attached entry/laundry and 5' x 12' covered porch</td>
<td>5 Old Cart Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-10</td>
<td>Steve &amp; Vicki Todd</td>
<td>Relocate 2 Sheds (711 sq. ft.)</td>
<td>33 Grange Rd</td>
<td>Pending</td>
</tr>
<tr>
<td>16-B-11</td>
<td>McKinnon, Kendra</td>
<td>Remove Shed and replace with 24' x 24' Garage</td>
<td>227 South Road</td>
<td>Pending</td>
</tr>
<tr>
<td>16-B-12</td>
<td>Scorpio Island Corp</td>
<td>50' x 25' Garage with Two Bedroom Apartment above &amp; 18' x 25' Entryway</td>
<td>Hope Island</td>
<td>Issued</td>
</tr>
<tr>
<td>16-B-13</td>
<td>Laurie W. Wood</td>
<td>Construct a 4' x 16' deck</td>
<td>82 Carters Point Rd</td>
<td>Issued</td>
</tr>
<tr>
<td>16-SZ-1</td>
<td>CIBY</td>
<td>Additional floats and modifications to float anchor system</td>
<td>24 Niblic Circle</td>
<td>Pending</td>
</tr>
</tbody>
</table>
MONTHLY REPORT

To: Marjorie Stratton, Town Administrator
From: Public Works Department
Date: June 7, 2016
Re: May 2016 Report of Activities

Work Completed in May 2016

The work listed is a summary of the daily reports submitted to the Town Administrator

- Trash both wharves
- Push back demo cans
- Push back brush dump
- Wash truck 10 (old and new)
- Wash backhoe
- Fill gravel pot holes on Roy Hill and Littlefield, Waldo Point, Charleston, East Shore,
- Fuel backhoe
- Cold Patch Asphalt roads Cottage, John Small, South
- Load non freon white goods into metal demo can
- Remove broken skid timber from end floats on Stone Pier
- Daily-Monthly and Safety reports
- Meet with TA
- Deliver timecards/invoices etc to town office
- Trash from town garage to transfer station
- Check roads
- Check floats and ramps
- Order parts from Napa and pick up at Stone Pier
- Sweep out shop
- Update PW vehicle maintenance, floats and road work logs for work done
- Test Town Garage Generator
- Haul broken asphalt and debris from Stone Pier project
- Set up barge for sweeper delivery and return
- Order gravel from LPA
- Confirm delivery and pick up of sweeper from LPA and Sunbelt
- Order and confirm and pick up of replacement oak timber from Machino’s Lumber
- Order repair parts for Town Garage toilet
- Design and build a 2” Grizzly Screen
- Order steel from American Steel
- Plan repairs for Cousins float
- Install additional mud flap on new truck 10 to protect cab paint from rocks
- Prepare Grizzly screen for paint
- Check Roads
- Sweep shop floor
- Spread ¾” crushed gravel on Roy Hill Rd (NW end)
- Refill gas cans at boatyard (twice)
- Grade West Shore Drive
- Grade Roy Hill Rd.
- Screen gravel in Brush Dump
- Unload ramp truck with Grizzly steel inside garage
- Layout, cut and fabricate Grizzly Screen
- Install rubber transition plates on Chandlers floats
- Weld Grizzly
- Repair Cousins piling oak face planks and replace missing one.
- Check Cousins float hardware and chains
- Spread reclaim material on Soule Rd
- Return materials for credit/core deposit
- Deliver Sheriff car to Bennets for trip tp Portland for maintenance
- Add screened gravel to Roy Hill Rd.
- Haul ¾” crushed gravel to Jenks Rd. and spread with grader
- Take “windshield survey” of road maintenance needs to present to TA
- Order stainless screws for non-skid yellow pads for ramps
- Pick up welding rod and primer paint at Napa
- Haul and spread screened gravel to the ROW to Colemans Cove
- Haul and spread 2 loads gravel and one load of reclaim to West Shore Dr.
- Fill large sink hole on NE end of Stone Pier
- Spread crushed gravel on Littlefield Rd
- Sweep Roads, Rec, School, Firehouse, Stone Pier and Chandlers parking lots
- Spread three loads gravel and one load reclaim at school to repair rear driveway and front turn around
- Meet with Roger Hale’s crew to assist with Stone pier projects
- Contact Ron Simbari ASMG about required prep work needed for chip sealing
- Cold patch to NW entrance to Rec Ctr. Repair the NE side of the entrance from plow damage
- Patch hole in South Rd
- Fabricate, paint and install a life ring holder bracket for stone pier
- Blow off intersections not swept with sweeper with backpack blower
- Contact Overhead Door Co for site visit and update on replacement/repair quote for town garage overhead doors.
- Install no parking on grass and no parking this side signs at upper parking lot Stone Pier
- Pick up mowing tractor from Bennets
- Clean shop put tools away
- Spread 4 loads of ¾” crushed gravel on south end of Roy Hill Rd
- Paint Grizzly and assemble for use
- Grade Brush dump road
- Pick up and return OHD rep doing site visit from Stone Pier Memo on the options to TA
- Remove broken skid timber from under end float Stone Pier
- Mow old land fill with mowing tractor
- Material list for repairs to landfill vents (4)
- Memo to TA on landfill mowing
• Paint all parking stalls and handicap signs Stone Pier, Chandlers, School, Fire Station
• Order small screens for grizzly from American steel
• Meet with Lucas Tree about Hemlock Bug he discovered on North Road. Share this information with TA
• Retrieve Harbor Master punt from Cousins float return to Stone Pier
• Screen gravel and rip rap in town garage yard
• Screen gravel in brush dump
• Grease backhoe
• Reinstall rubber strips under middle of screen on grizzly
• Remove dead seal from Hamilton Beach
• Attend Me Local Roads class Roadway Fundamentals for Municipal Officials in Wells
• Haul 19 loads of screened gravel to Roy Hill Rd spread with grader
• Inspect all small engine equipment
• Clean out silt pit at pond on Firehouse Rd
• Ditching West Shore Dr.

**Items Purchased:**

Portland North-
Napa- Grader primer spray paint, welding rod
Hamilton Marine-
K L Jack- stainless screws
Messer-
American Steel- Sheet screen, 2 x 2 square tubing,
Admiral Fire-
Custom Floats-
Rufus Deering-
Uline-
Portland Welding- Welding Rod
Machino’s Lumber- 4 x  6 x 10’ Oak Plank
O Connor GMC-
Sunbelt Rental- Sweeper

**Diesel Fuel Consumption:**

640.4 Gallons of diesel in white tank.
Plus 900 gallons in red tank
Both filled 8-20-15 with fuel additive put in both tanks.
Diesel Fuel consumed 234.8* gallons from May 9, 2016 to June 7, 2016
*All town vehicles are included in total fuel consumed
Goals for June 2016:

- Potholes
- Monthly and Daily Reports to Town Administrator
- Grade roads
- Screen road gravel
- Add gravel to roads
- Paint bathroom and break room in Town Garage
- Clean Town Garage furnace
- Ditching South Road
- Repair ditch/culvert area on west side of Wharf Road (big hole)
- Load winter sand into sand shed
- Gravel for Charleston Rd
- Ditching on South Road and Roy Hill
- Clean up Public Works Yard
- Take wing off Truck 4
- Inspect and service the Boom Truck
- Patch small holes in North and other Rd prior to chip sealing
- Repair vent pipes on old landfill
- Remove trees hanging over landfill
- Inspect roads and make master list of repairs to submit to TA
- Replace bearings in float trailer and change axel oil repaint trailer to prevent rust
- Move spare CTC float and set on blocking in DPW yard
- Clean up around sand shed and DPW yard
- Repair handicap ramp at town office
- Yellow non skid pads on float ramps (change)
- Shoulder work on South/Wharf Rd.
- Repair plow damage at Firehouse
- Reset and recover golf cart culvert along Wharf Rd.
- Replace steel rollers on stone Pier CTC float
- Replace broken safety ladder at CTC float Stone Pier
- Add gravel to lower Fenderson Rd.
- Set up voting equipment and take down
- Ditching South and Wharf Rds

The goals listed are intended to be achieved optimistically.
Other additional work and or calls for service may override the above list.
Any work not completed will be forwarded to the next month to be completed.
Work load is prioritized according to: Town Administrator priority requests, emergency service, time/date, weather sensitive and material availability.
June 7, 2016

To: Marjorie Stratton

From: Public Works

Re: Grizzly Screen

Public Works designed and fabricated its own static Grizzly Screen to screen bank run gravel on the island. I have emailed several photographs of the fabrication progress and the completed project. In the time since the screen was completed we have produced roughly 300 cubic yards of 2” minus screened gravel.

From the screening process of cleaning up the yard we produced a 20 +cy pile of Rip Rap material to be used on road projects and 2” minus gravel that was applied to the Roy Hill Rd.

Some numbers to look at:

Our cost of Portland Sand & Gravel ¾” crushed gravel purchased through Lionel Plante Assoc. (LPA) costs $20.00 per cy. (It would a dollar less at the pit if an account was set up with PS&G for the town)

Delivery cost of the same ¾” gravel material from the PS&G Gray Pit to Chebeague Public Works is $36.00 per cy in addition to the $20.00 cost of the material making the total cost $56.00 per cy delivered. Each dump truck used to deliver the material holds 18 cy. One 18 cy truck load of gravel delivered to public works on the island costs the town $1,008.00.

Our F-550 dump truck hauls about 6 cy of material. Three loads of the F-550 is equal to an 18 cy load.

The cost per 6 cy F-550 load at the pricing listed above for mainland gravel is $336.00. Each 6 cy truckload (F-550) that we screen of native gravel saves the town $336.00 or every three loads equals 18cy the cost is $1,008.00 that it would be paying to bring gravel from the mainland. We have screened a rough total of 300 cubic yards so far in total of about five days of our labor and fuel etc. This would be equivalent to $16,800.00 of mainland gravel delivered. We have processed less than half of the pile of bank run gravel in the brush dump. We figure that the Grizzly screen paid for itself when we cleaned up the yard and generated Rip Rap and Gravel.

I discussed our fabrication of the Grizzly screen with Phil Curtis from Maine Local Roads and we discussed adding crushed stone to our screened material to help “lock” the gravel together. By using fractured angular stone it allows better compaction and stability of the gravel. Round native stone does not “lock” because of the rounded smooth edges don’t allow it to happen. An additional preventive
measure is to use dust control to reduce the “fines” from leaving the road. This is that cloud of dust in the rear view mirror when the road is dry. It also will reduce potholes and wash boarding in the gravel roads. We could fabricate a simple liquid system that would apply Calcium or Magnesium Chloride to reduce the dust.

Our cost to produce the Grizzly screen was about $3,000.00 for materials and about six days of our labor.

In summery the town is in dire need of road surface gravel. If only half of the material we need to stabilize and improve the roads is screened native gravel and spread it is a huge cost savings to the town.

Our Goal at Public Works is to work with the Town Administrator/Road Commissioner and Road Plan Committee to resolve and plan long term road maintenance while changing from a reactive maintenance plan to a proactive plan by using education, training and long term planning to accomplish this goal.
Application for a License to Operate Beano/Bingo or a Game of Chance

**The Special Investigations Unit must receive this application at least eight days before Beano or a Game of Chance may begin**

1. For what license are you applying (please check one): **BEANO ☐ OR GAME OF CHANCE ☒

2. Organization Name: **Community Center**
   Organization Number: 501(e)(3)
   Federal Tax ID # (EIN): 01-0352499
   Business Address: 247 South Rd, Chebeague Island, ME 04017
   Mailing Address: 247 South Rd Unit 1, Chebeague Island, ME 04017
   Phone: 207-846-0510 (President's)

3. Current Officers:
   - Sandra McLean, President, 112 Cottage Rd, Chebeague Island, ME 04017
   - Annemarie D'Angelo, Vice President, 40 Jenks Rd, Chebeague Island, ME 04017
   - Beverly Johnson, Treasurer, 1A Soule Rd, Chebeague Island, ME 04017
   - Susan Stavrakoulos, Secretary, 2 Indian Pt Rd, Chebeague Island, ME 04017

4. Location where Beano/Bingo or Game of Chance is to be conducted:
   Chebeague Island Hall Community Center 247 South Rd, Chebeague Island, ME 04017

5. Person responsible for operation of Beano or Games of Chance:
   Sandra McLean
   Address: 112 Cottage Rd, Chebeague Island, ME 04017
   Phone: 207-846-0510 (Daytime)
   E-Mail Address: samhidalv@gmail.com

6. Circle the days of the week you expect to operate: Mon Tue Wed Thu ☑ Fri Sat Sun
   What are the hours of operation? 6:00 p.m. to 9:00 p.m.

7. For Tournaments and Beano Only:
   What time do the doors open? 5:30 p.m.
   What time does the game start? 6 p.m.

8. Dates to be licensed – Please specify weeks (Monday through Sunday) or full months. You may apply in advance for up to 6 months of licenses for Beano and 12 months for Games of Chance. See back of this form for rates.
   July 2, 2016

FOR OFFICE USE ONLY
Check #
Amount $
9. Does the organization own all the equipment used in operating this amusement? Yes □ No □
   If "NO", please explain the circumstances under which the equipment was acquired:

10. Has any current officer of this organization or association ever been convicted of or have any charges currently pending for violating the gambling or lottery laws of the United States or the State of Maine? Yes □ No □
   If “YES” give the person’s name, address, and date and place of conviction or date and location of pending charge:

11. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. Please write your organization name and number on the list.

   APPLICANT SIGNATURE

12. The applicant agrees to obey the laws of the State of Maine and the United States and the rules and regulations governing Beano or Game of Chance promulgated by the Chief of the State Police. The applicant warrants the truth of the foregoing statements on penalty of perjury.

   Signed: ________________________________ Age 18 or older: Yes □ No □
   Name: ________________________________ Title: ________________________________ Date: __________
   (Please print – must be duly authorized officer of this organization – title is required)

   BLANKET LETTER

13. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo or Game of Chance will take place unless a separate “Blanket Letter of Approval” is filed with the Chief of the State Police.

   □ Check here if you have previously filed a “Blanket Letter of Approval” with us, which is still valid
   □ Check here if you have attached a “Blanket Letter of Approval”.

   CONSENT

   The undersigned being municipal officers of the City/Town of __________________________ hereby certify that we consent to this application for a license to operate Beano/Bingo or a Game of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 13-A (Beano) or Chapter 62 (Games of Chance) and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operating of Beano/Bingo or Games of Chance.

   Name: ________________________________ Date: __________
   Name: ________________________________ Date: __________
   Name: ________________________________ Date: __________
   Name: ________________________________ Date: __________

   FEES

   Beano/Bingo: ($5.00) Special Per Game License; ($12/Week; $36/Month; $400/Year
   Game of Chance: $15/Week; $60/Month; $700/Year Video Poker: ($15/Week or $60/Month Card / Cribbage: $30 Per Calendar Year
   Tournament Game (up to 100 players): $75.00/Per Tournament; $200.00/Month (Two Tournaments per Month); $1,500/Year (Two Tournaments per Month)

   Make check payable to Treasurer, State of Maine

   Return the signed and completed application to: Department of Public Safety
   Maine State Police
   Special Investigations Unit
   164 State House Station
   Augusta, ME 04333-0164
COMMUNITY SERVICES DIVISION
1-800-498-9133
http://www.maine.gov/mdot/csd/lrap/index.htm

June 6, 2016

LOCAL ROAD ASSISTANCE PROGRAM (LRAP)

The LRAP allocation for the new Fiscal Year 17 went down slightly. Therefore most LRAP payments went
down slightly this year.

Please remember that:

- LRAP payments are now made **ONCE a year** ...not in quarterly payments. The full year's
  allocation will be sent to your municipality/county by December 1 of each year, if we receive
  an accurate, completed certification form.

- ALL Maine towns/cities are uniformly receiving the statutory lane-mile rates.

As in previous years, all LRAP recipients must provide information on how LRAP funds were expended
from the previous fiscal year. The information collected on the back side of the Certification Form is used to
chart the progress of improving public roads by the 500 Maine municipalities, counties, and Indian reservations
that receive funding from this program. **If this information is not provided when we receive the
certification form, we will return it to you for completion.**

Please submit the completed Certification Form for Fiscal Year 2017 (July 1, 2016 to June 30, 2017)
either by US mail or by scanning and emailing it to us. **We no longer accept faxes**. The law says it must be
received by August 1 or earlier.

Once we receive your completed form, your funds will be ready for the November payment.

**If your town has not done so already, we are also encouraging municipalities to sign up for electronic
transfer (Direct Deposit) of LRAP funds from the State to their financial institution to reduce costs, and
provide a speedy and secure service.** If you are interested in Electronic Fund Transfer, see our website at
http://www.maine.gov/mdot/csd/lrap/efi.htm. There is no cost for this option.

If you have any questions, please feel free to contact me.

Sincerely,

Peter M. Coughlan, Director
207/ 624-3266 or peter.coughlan@maine.gov
To be eligible to receive FY-17 LRAP funds, each Municipality must certify that the funds will be used in a manner consistent with Chapter 19 of Title 23. Effective July 1, 2013, as defined by Title 23, §1803-B.1.A, "funds must be used for capital improvements ... or for capital improvements to state aid minor collector highways and state aid major collector highways as described in section 1803-C." Effective July 1, 2008 municipalities must provide information on what capital improvements were done with the FY-16 (July 1, 2015 to June 30, 2016) LRAP funds received by the municipality. See back side of form.

It is estimated that the municipality of, Chebeague Island will receive by December 1, 2016 one (1) payment of $14,868 for the fiscal year beginning July 1, 2016. Notification will be made in the event of any change.

Beginning in 2014, municipalities receive 9% of MaineDOT’s portion of the Highway Fund. This means that the disbursements to municipalities rise and fall with MaineDOT’s budget.

We, the undersigned municipal officers or designee (i.e. Town Manager) of the municipality of Chebeague Island do hereby certify that funds received from the Local Roads Assistance Program for the fiscal year 2016-2017 will be used only for uses as stated above. We also certify that the previous year’s funds were spent on the projects listed on the back of this form.

Signed ______________________ Date __/__/____ Signed ______________________ Date __/__/____
Signed ______________________ Date __/__/____ Signed ______________________ Date __/__/____

MANDATORY: Municipality E-mail Address ________________________________________________________________________

Please print below: the name, title, and phone of the person to contact for the information on this form.
Name: ___________________________________________________ Title: ___________________________ Tel: ___________________________

If your address has changed in the last year (and you have NOT signed up for electronic fund transfer (EFT), we must have the new address for you to receive your funds.

Address: _________________________________________________________________________________________________
Town: __________________________________________ State: _______ Zip Code: __________

Prior to August 1, 2016, (see cover letter) please return this completed form (BOTH SIDES) by US mail or scanned PDF/email to: (FAXES ARE NO LONGER ACCEPTED)

Sandra J. Noonan
MaineDOT- Community Services Division
16 State House Station
Augusta, Maine 04333-0016
Tel. (207) 624-3265, or sandra.noonan@maine.gov

NO LRAP payment shall be made until a completed form (BOTH SIDES) is received by MaineDOT- Community Services Division.

We need the original -Please make a copy for your records.
As a result of 2007 Legislative inquiries and discussions centered around LRAP, MaineDOT needs to collect additional information on the use of LRAP funding by 500 Maine municipalities, counties, and Indian reservations. This is intended to be simple and provide an easy method to collect information on the use of over $20 million per year by local agencies.

As noted on the front side, LRAP funding can only be spent on capital improvements in non-compact towns.

A capital improvement is defined as “any work on a road or bridge which has a life expectancy of at least ten years and restores the load-carrying capacity”. Examples of eligible “capital” activities are defined as follows:

1. Medium to heavy overlays which improve the strength and ride quality (minimum 1 inch lift on a shimmmed surface), pavement and/or base recycling, pavement cold planing and resurfacing
2. Road reconstruction or rehabilitation
3. Gravel road grade-raising or paving
4. Single culvert replacements or a series of drainage improvements
5. Traffic signal or sign installation and/or replacements
6. Sidewalk construction or reconstruction
7. Heavy ditching, under drain and catch basin installation or total system replacement, permanent erosion control
8. Wetland mitigation
9. Guardrail installation
10. Bridge or minor span replacement and rehabilitation
11. Any bridge repair activities with a ten year life
12. Local share of a Municipal Partnership Initiative (MPI) project on a state road
13. Debt financing/bond repayment for past capital improvements to public roads
14. The urban match component of any federal-aid project
15. “Banking it” to save up for a future project
16. Other (explain)

* Some of the categories of work (# 5, 6, 7, 8 & 9) qualify as capital improvements, but must be done in conjunction with roadway reconstruction/rehabilitation.

The “funds spent” (LRAP ONLY) below must add up to at least the amount of your FY-16 LRAP payments (shown above) from 7/1/15 to 6/30/16.

<table>
<thead>
<tr>
<th>Road Name</th>
<th>Funds spent on Capital Improvements: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Capital Improvement: see above, list all numbers that apply:</td>
<td></td>
</tr>
<tr>
<td>Length of Capital improvement (miles or feet):</td>
<td>miles or feet</td>
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<tr>
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</tr>
</tbody>
</table>

**OPTIONAL:** In addition to the information above, what was your municipality’s TOTAL SUMMER CAPITAL IMPROVEMENT EXPENSES (including FY-16 LRAP payments) $__________________________

**We need the original, please make a copy for your records.**
AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE TOWN OF CHEBEAGUE ISLAND, MAINE
FOR THE
CHEBEAGUE ISLAND NAVIGATION IMPROVEMENT
FEASIBILITY STUDY

THIS AGREEMENT is entered into this________day of__________, by
and between the Department of the Army (hereinafter the “Government”), represented by
the U.S. Army Engineer, New England District (hereinafter the “District Engineer”) and
the Town of Chebeague Island, Maine (hereinafter the “Non-Federal Sponsor”),
represented by the Board of Selectmen.

WITNESSETH, THAT:

WHEREAS, Section 107 of the River and Harbor Act of 1960, Public Law 86-
645, as amended (33 U.S.C. 577) authorizes the study of current conditions to determine
feasibility of implementing navigation improvements at Stone Wharf Chebeague
Island, Maine;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986,
Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing
requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority
and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Study” means the activities and tasks required to identify and
evaluate alternatives and the preparation of a decision document that, as appropriate,
recommends a coordinated and implementable solution for navigation improvements at
Stone Wharf, Chebeague Island, Maine.

B. The term “shared study costs” means all costs incurred by the Government and
Non-Federal Sponsor after the effective date of this Agreement that are directly related to
performance of the Study and cost shared in accordance with the terms of this Agreement.
The term includes, but is not necessarily limited to, the Government’s costs for preparing
the PMP; for plan formulation and evaluation, including costs for economic, engineering,
real estate, and environmental analyses; for preparation of a floodplain management plan if
undertaken as part of the Study; for preparing and processing the decision document; for
supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions. The term does not include any costs for dispute resolution; for participation in the Study Coordination Team; for audits; for an Independent External Peer Review panel, if required; or for negotiating this Agreement. The term also does not include the first $100,000 of costs for the Study incurred by the Government, whether before or after execution of this Agreement.

C. The term “PMP” means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term “in-kind contributions” means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term “maximum Federal study cost” means the $1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount, and includes the first $100,000 of costs for the Study incurred by the Government.

F. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsor shall contribute 50 percent of the shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. After considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article and the first $100,000 of the costs incurred by the Government that are excluded from shared costs, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.
2. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government.

C. The Government shall include in the shared study costs and credit towards the Non-Federal Sponsor’s share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration, after the effective date of this Agreement. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor’s employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor’s share of the shared study costs.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government’s estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts prior to the Government’s issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.
G. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government’s costs for an IEPR panel shall not be included in the shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government’s costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsor’s costs for participation on the Study Coordination Team shall not be included in the shared study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, the shared study costs are projected to be $360,000, with the Government’s share of such costs projected to be $180,000 and the Non-Federal Sponsor’s share of such costs projected to be $180,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with quarterly reports setting forth the estimated shared study costs and the Government’s and Non-Federal Sponsor’s estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to “FAO, USAED, NEW ENGLAND (E6)” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-
Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of the shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of the shared study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of shared study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Detailed Project Report is not completed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.
ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government’s costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor’s activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.
ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:
Board of Selectmen
Town of Chebeague Island
192 North Road
Chebeague Island, Maine 04017

If to the Government:
District Engineer
US Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751

B. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.
DEPARTMENT OF THE ARMY

BY: ______________________________
    Christopher J Barron
    Colonel, U.S. Army
    District Engineer

DATE: ______________________________

TOWN OF
CHEBEAGUE ISLAND, MAINE

BY: ______________________________
    John Corson Jr.
    Selectman

DATE: ______________________________

BY: ______________________________
    Pete Pellerin
    Selectman

DATE: ______________________________

BY: ______________________________
    David Hill
    Selectman

DATE: ______________________________

BY: ______________________________
    Nelson Stevens
    Selectman

DATE: ______________________________

BY: ______________________________
    Jean-Louis Beaufre
    Selectman

DATE: ______________________________
CERTIFICATE OF AUTHORITY

I,______________________, do hereby certify that I am the principal legal officer of the Town of Chebeague Island, Maine, that the Town of Chebeague Island, Maine is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Chebeague Island, Maine in connection with the Chebeague Island Navigation Improvement Feasibility Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. Section 1962d-5b), and that the persons who have executed this Agreement on behalf of the Town of Chebeague Island, Maine have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _________ day of ___________ 20___.

________________________
Peter Lowe
Attorney
Brann & Isaacson
Attorneys and Counselors at Law
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

BY: ___________________________          BY: ___________________________
    John Corson Jr.                  David Hill
    Selectman                        Selectman

DATE: ___________________________

BY: ___________________________          BY: ___________________________
    Pete Pellerin                    Nelson Stevens
    Selectman                        Selectman

DATE: ___________________________

BY: ___________________________
    Jean-Louis Beaupre
    Selectman

DATE: ___________________________
June 13, 2016

Via Email (townadmin@chebeague.net) and U.S. Mail
Marjorie Stratton, Town Administrator
Town of Chebeague Island
192 North Road
Chebeague Island, ME 04017

RE: Status of Town’s Rights in Sunset Road/Elizabeth Road

Dear Ms. Stratton:

The Town of Chebeague Island (the “Town”) has asked Drummond Woodsum to analyze the status of public and private rights in a road (Sunset Road) that provides access to town-owned property on the west side of the island that is depicted on Tax Map 105 as Lot 9 (the “Town Lot”). The Town’s Lot is partially surrounded by land of James and Mary Stewart, which land is identified as Lot 8 on the said tax map (the “Stewart Lot”). The Town Lot is accessed by Sunset Road, which appears to cross the Stewart Lot. The Stewarts have raised questions about the extent of the Town’s and the public’s rights in Sunset Road.

A. Background

As the Town is aware, both the Stewart Lot and the Town Lot are shown on a 1907 plan of land of the Sunset Land Company (the “Plan”), which depicts the proposed development of “Sunset Beach” and is recorded in the Cumberland County Registry of Deeds in Plan Book 11, Page 55. There are several roadways depicted on the Plan, including a road that is labeled as Elizabeth Road. Based on the existing conditions survey prepared for the Town by Malone & MacBroom, Elizabeth and Old Pier Roads are now referred to as Sunset Road, with Old Pier...
Road commencing at the terminus of the developed portion of Elizabeth Road. Old Pier Road does not appear on the Plan, but is, according to the existing conditions survey, an “apparent long-used road.” The only access to the Town Lot is over Sunset Road. You have informed me that the Town does not currently use the Town Lot for public purposes but would like to do so. In order to determine to what public uses the Town Lot may be put, the Town is looking for guidance about the status of its rights in Sunset Road.

According to their January 16, 2015 letter, the Stewarts acknowledge that their lot is subject to a private right of way that is appurtenant to the Town Lot. However, they maintain that any rights that the Town may have reserved to the public in Elizabeth Road (now Sunset Road) have been extinguished by the passage of time and by virtue of the private use of the road. As indicated below, there is a distinction between the Town’s rights in the road by virtue of its ownership of the Town Lot, which are private in nature, and of its status as protector of the public’s incipient rights in the road.

**B. The Status of Private and Public Rights in the Road**

1. **The Status of Private Rights in the Road**

The Town may accept the Stewarts’ concession that their lot is subject to the Town’s right of way over Sunset Road. As discussed above, the Town Lot and the Stewart Lot were both owned by the Sunset Land Company in 1907. The real estate depicted on the Plan was made subject to a mortgage, presumably to finance the development of Sunset Beach. Several lots on the Plan were conveyed out, but the majority of the lots were subject to foreclosure of the mortgage in 1916. The Town and Stewart Lots came into common ownership by Richard Chase. Chase conveyed the Town Lot to Wilma Groves in 1946 together with a right of way over
Elizabeth Road and Old Pier Road “for all reasonable purposes [...] to the so-called North Side
Road.” Chase then conveyed the Stewart Lot to Lindwood Cross and Constance Payne in 1954
“subject to the present existing common rights of way over said parcel.” The rights appurtenant
to the Town Lot are carried forward through the respective chains of title.

2. The Scope of the Private Use of the Road

At the present time, Sunset Road is a private way that the Town does not maintain.
Given there is no dispute about the existence of the rights appurtenant to the Town Lot, the
question becomes to what extent the Town may convert those private rights to use by the public
to access the Town Lot as a public space. As a general matter, the scope of an easement is
determined first by “the plain language of the easement.” Sleeper v. Loring, 2013 ME 112, ¶ 1,
83 A.3d 769, 776. “If the language of the deed is ambiguous, however, the scope of a party’s
easement rights may be determined based on extrinsic evidence of the original parties’ intent.”
Blake, 677 A.2d 1061, 1063. In this case, the language of the deeds does not define the intended
use of the easement. However, because the rights were conveyed to private landowners, the
scope of intended use was presumably limited to that use that private landowners would make of
the roads in a residential subdivision.

3. The Status of the Public’s Right in the Road

Were the Town’s rights in the right of way limited to the private rights appurtenant to the
Town Lot, the Town may be somewhat constrained in the uses to which it could put the Town
Lot. However, as discussed below, because the incipient rights of the public in the road have
been preserved - at least for the time being - in Elizabeth Road, the Town has the option of
“accepting” the public’s rights in the roadway, which will also have the effect of expanding the uses to which the Town Lot may be put.

In their letter, the Stewarts maintain that the public’s rights in Elizabeth Road, a portion of which is now referred to as Sunset Road, have been terminated by the passage of time and by actions of the private landowners. This position misstates the nature of the public’s rights, which were created by the conveyance of lots by reference to the 1907 Plan, and fails to appreciate that the private rights created by the deeds in the chain of title to the Town and the Stewarts’ Lots are distinct from the rights created by the sale of lots by reference to the 1907 Plan and require a separate and independent analysis. See Arnold v. Boulay, (1951) 147 Me. 116, 120, 83 A.2d 574. Maine law provides that recordation of a subdivision plan and conveying lots in reference thereto “convey[s] rights in streets and ways shown thereon to both the grantee and the public.” Callahan v. Ganneston Park Development Corp., 245 A.2d 274, 278 (Me. 1968) (emphasis added). By recording the subdivision plan and conveying lots depicted thereon, the owners of the land depicted on the Plan created public rights that the Town may accept on the public’s behalf. It bears noting that Old Pier Road does not appear on the 1907 Plan, and therefore this analysis does not apply to that portion of Sunset Road that veers out of the bounds of Elizabeth Lane as depicted on the 1907 Plan. Care should therefore be given in the Town’s consideration of whether the ability to use this excluded portion is material to your plans. We will be happy to supplement our analysis if necessary.¹

¹ As Old Pier Road does not appear on the 1907 Plan, the Town does not have the ability to accept the public’s rights in that portion of Sunset Road. As currently laid out, Sunset Road veers out of the bounds of Elizabeth Lane
Whereas parties to private easements can amend or terminate those rights, “the rights created in the public constitute an incipient dedication of the streets which neither the grantor nor his successors in title could afterwards revoke.” Bartlett v. (City of) Bangor, 67 Me. 460. The municipality, representing the public’s interest in its rights in the roads, exercises the authority to accept or vacate those rights. The rights created in the public by virtue of the conveyance of lots by reference to the 1907 Plan “constitute [...] an incomplete dedication or a proposition to dedicate [to the public] on the part of the owner.” Harris v. South Portland, 118 Me. 356, 358 (1919).

In this instance, the Town has not accepted the public’s rights in Elizabeth Road, and the Stewarts maintain that it has lost the right to do so. However, 23 Me. Rev. Stat. § 3032, provides that a road that is “laid out on a subdivision plan recorded in the registry of deeds prior to September 29, 1987 is deemed to have been subject to an order of vacation” if the road has not been accepted by the municipality “by the later of 15 years after the date of the recording of the subdivision plan laying out the way or portion of the way or September 29, 1997,” unless the municipality files a Notice of Extension. The Town of Cumberland, the Town of Chebeague Island’s predecessor in interest, filed a timely Notice of Extension in 1997, which had the effect extending the Town’s deadline to accept the road by 20 years.

As I understand them, the facts in this situation are analogous to those in the 1999 case of Ocean Point Colony Trust, Inc. v. Town of Boothbay, wherein the Maine Law Court held that a

and continues along the apparent location of Old Pier Road prior to reaching the Town Lot. Should the Town elect to accept Elizabeth Road in order to facilitate public access to the Town Lot, the Town would need to determine whether it could facilitate access to the Town Lot entirely over Elizabeth Road.
town had not lost the right to accept a road depicted on the 1924 plan merely by the passage of
time. Ocean Point v. Boothbay, 1999 ME 152, 739 A.2d 382. The Court reasoned that “mere
non-use or use that is not inconsistent with the premise that the public may later open the path
will not cause the incipient dedication to expire.” Id., citing Bartlett v. City of Bangor, 67 Me.
460, 466 (1878). Absent facts giving rise to an argument that the municipality’s right to accept
the road has been terminated or statutory provisions to the contrary (neither of which are present
here to our knowledge), the municipality may accept the roadway within a “reasonable” amount
of time, which is “determined by the facts and circumstances of each particular case.” Harris v.
City of South Portland, 118 Me. 356, 108 A. 326, 327 (1919). Despite the passage of nearly
seventy-five years between the recording of the Plan and the recording of the Notice of
Extension, the Ocean Park Court held that “the incipient dedication [had] not lapsed because a
reasonable time ha[d] not yet expired [and] no evidence was offered to establish that the paper
street has been used in a manner inconsistent with the premise that the Town may later decide to
accept the proposed way.” Similarly, the roadway at issue here has apparently been maintained
as a private way since at least 1946, when Richard Chase conveyed the Town Lot to Wilma
Groves together with a right of way over Elizabeth Road. The private use of the portion of the
road that now constitutes Sunset Road has been entirely consistent with the continued viability of
the public’s incipient dedication.

4. The Deadline to Accept the Public’s Rights in the Road

Under the Notice of Extension recorded on September 25, 1997, the Town has the option
of 1) accepting Elizabeth Road/Sunset Road prior to September 25, 2017; or 2) executing
another extension “for a subsequent 20-year period by the filing of a new notice within the
preceding 20-year extension period.” Therefore, a decision on this matter should be made well in advance of this September 25, 2017 deadline.

C. Conclusion

The Stewarts acknowledge the Town’s private rights by virtue of its ownership of the Lot; however, the scope of the rights may not be adequate for the Town’s intended use of the Town Lot. It may therefore be necessary for the Town to accept the public’s rights in Elizabeth Road in order to facilitate the Town’s intentions. Based on the information that we have been provided and on the status of the law, I believe that the Town has not lost the ability to accept the roadway as a public road and may do so at any point before September 25, 2017. Although the Stewarts indicate that they are working with an attorney at Pierce Atwood, they do not indicate their attorney’s basis for their purported conclusion that the public’s rights in the road have been extinguished. To the extent that their attorney has in fact reached that conclusion, I would need to consult with them in order to respond to their arguments and, if possible, negotiate an agreement about the scope of the Town’s and the public’s rights.

Sincerely,

[Signature]

Encl.: 1907 Plan
Existing Conditions Survey