

**Revised Board of Selectmen Meeting Notice,  
July 12, 2017**

**The Board of Selectmen will hold a Meeting on Wednesday,  
July 12, 2017 at the Chebeague Island Hall at 6:00 PM**

- I. Call public meeting to order**
- II. Public Hearing for a Wharfing Out License for Marian Cox-Chapman's pier, ramps and float**
- III. Public Comment for items not on the agenda**
- IV. Reports**  
Town Administrator  
Town Treasurer
- V. Regular Business:**
  - 18-001 Wharfing Out License  
To consider approval of a Wharfing Out License for Marian Cox-Chapman's pier, ramps and float
  - 18-002 Deer Tick Diseases Prevention Ad Hoc Committee  
To consider approval of a charge and proposed committee members
  - 18-003 Amended and Restated Lease with Chebeague Recreation Center  
To approve an updated and revised lease
  - 18-004 Confirm paper street, Bennetts Lane for preparation of extension document
  - 18-005 To consider the following re-appointments to various committees
    - i. Board of Adjustment and Appeals: Charles Hall for a three-year-term expiring in 2020
    - ii. Coastal Waters Commission: Kevin Wentworth for a three year term expiring in 2020
    - iii. Shellfish Conservation Committee: Cecil for a three year term expiring in 2020
    - iv. Planning Board: Carol White for a three year term expiring in 2020
    - v. Cemetery Committee: Donna Damon and Kendra McKinnon for a three year term expiring in 2020
    - vi. Road Plan Committee: advertising
  - 18-006 To make the following annual municipal appointments:
    - i. Treasurer, Road Commissioner, Tax Collector, FOAA Administrator: Marjorie Stratton

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

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- ii. Clerk and Registrar of Voters: Viktoria Johnson
- iii. General Assistance Administrator: Shannon Moxcey
- iv. A selectman to represent the Town with the Maine Island Coalition
- v. Animal Control Officer: Steve Auffant
- vi. Code Enforcement Officer, Addressing Officer, Building, Plumbing, and Electrical Inspector: Nick Adams
- vii. Fire Chief: Ralph Munroe
- viii. Harbor Master and Shellfish Warden: Genaro Balzano

18-007 To approve the following municipal appointments:

- i. To Approve the Town Clerk's appointment of Gloria Brown and Jaye-Allison Nunan as Deputy Clerks

18-008 Capital Planning Document

To discuss a Capital Planning document and review a proposed outline

**VI. Communications**

Letter from Rich Hubbell

**VII. Other Business**

**VIII. Adjourn Meeting**

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MEMO

**To: Town of Chebeague Island Board of Selectmen**  
**From: Marjorie E. Stratton, Town Administrator**  
**Date: July 12, 2017**  
**Re: Town Administrator's Report**

**Collins Engineering – Harbor Master Plan for the Stone Pier**

Attached is a copy of a proposed Addendum to our agreement with Collins Engineering. To review the funding, we received an FY16 Coastal Planning Grant, \$10,000 of which was for Stone Pier engineering costs. Because we didn't utilize the FY16 grant funds in a timely manner, this \$10,000 was rolled into the FY17 Grant, giving us a total of \$40,000 in project funds for the Stone Pier Master Plan.

Please review the addendum. I also sent it to CTC for comment. I would like to get this approved at the next Selectmen's meeting July 26, 2017.

**Bennett's Cove – Freedom of Access Request**

I received a FOAA request from Scott Anderson, Verrill Dana, representing residents living in the vicinity of Bennett's Cove. The request, in my opinion, is extensive and burdensome. Since we have to respond within five days, I sent a letter today stating the estimated cost would initially be \$460. We can charge \$15.00 per hour after the first hour and twenty cents per page, which is our normal fee. I did give him the option of reviewing the Sunset Landing documents before we copy them as there is an overwhelming amount of information. Once we receive the check and permission to proceed, the office staff will begin the search for documents. **Update - I have not gotten a response from Mr. Anderson's office.**

# COLLINS ENGINEERS INC

June 16, 2017

Ms. Marjorie E. Stratton  
Town Administrator  
Town of Chebeague Island, Maine  
192 North Road  
Chebeague Island, ME 04017

Re: Stone Pier Master Plan - Addendum No. 1 (DRAFT)

Dear Ms. Stratton,

As requested, Collins Engineers Inc. (Collins) is submitting this contract amendment request to provide additional engineering services in support of the Stone Pier Master Plan. The additional engineering includes Pedestrian and Vehicle Count Study and a Site Wind/Wave Study. The following presents our proposed Scope of Work and associated fee.

## **SCOPE OF SERVICES**

Collins proposes the following scope of services for Addendum No. 1. Task numbers are sequential from our current contract.

### Task 7: Pedestrian and Vehicle Count Study

Collins' team has gathered feedback and anecdotal information on pedestrian and vehicle use of the Stone Pier area. While this information is important for the overall understanding of the community's view of Stone Pier's use, development of the master plan will benefit from a focused study of pedestrian and vehicle usage. We propose the following work effort to conduct a Pedestrian and Vehicle Count Study:

- Ride the Chebeague Transportation Company (CTC) during two, round-trip, peak hour ferry trips to conduct in-person survey of the passengers willing to participate. The survey will gather information about the passengers' mode of transportation to/from Stone Pier
- Conduct field counts and visual survey of pedestrian patterns, vehicular patterns, and parking conditions on and adjacent to Stone Pier. Counts/surveys will be conducted at three set times: mid-week peak morning, mid-week peak afternoon, and Saturday peak morning. The counts will be completed in July to capture both peak summer use and commuter use.
- Gather additional information from the Town, CTC and the Yarmouth School District for student counts and circulation behavior such as carpooling, walking, and busing to Stone Pier.

The counts, in conjunction with an analysis of parking and drop-off/pick-up patterns will inform recommendations to improve flow and safety of pedestrian and vehicles. Given the site of Stone Pier, field counts and surveys will provide appropriately accurate data and a visual of the flow and usage. In addition, the field count/survey approach is trusted by Maine Department of Transportation. (A count program using cables across the travel way would provide data of number of vehicle passes but it may not necessarily capture the circulation patterns between the cables. A more technologically advanced count

program using video surveillance and analysis software is cost prohibitive, in excess of the project needs, and may not be able to adequately process the data because of the level of congestion on Stone Pier.)

The field information gathered will be summarized in a report and used to qualify recommendations incorporated into the Master Plan. In addition, a growth rate will be assumed for future projections of usage.

Task 8: Site Wind/Wave Study

During stakeholder meetings, the siting and effectiveness of the existing wave break was questioned. As such, we recommend a site specific wind/wave study to assess the potential impacts to the floating dock and pier during typical sea states and seasonal storm sea states. Data for the study will be based on readily available, online wind data and water depths such as from the Portland Jetport and Navigation Charts. The study will provide predicted wave direction and height information for forming recommendations for the Master Plan.

The study approach and findings will be included as background information in the Master Plan. A separate report for the Site Wind/Wave Study will not be compiled.

**CONSULTING FEE**

Collins will complete the work summarized under Scope of Services for a Lump Sum fee of \$10,000 per the breakdown below. Should unforeseen conditions become evident during the work that require a change in our efforts and estimated fee, Collins will notify you to discuss modifications to our contract.

TASK	ESTIMATED FEE*
Task 7 Pedestrian and Vehicle Count Study	\$5,200
Task 8: Site Wind/Wave Study	\$4,800
<b>Addendum No. 1 Total</b>	<b>\$10,000</b>
<b>Current Contract Total</b>	<b>\$30,000</b>
<b>Revised Contract Total</b>	<b>\$40,000</b>

\* Estimated Fee includes labor, overhead, profit, and expenses.

**CONDITIONS OF ENGAGEMENT**

Conditions of engagement are in accordance with existing project contract signed 18 January 2017..

If this Addendum is satisfactory, please sign below and return one copy to Collins as authorization to proceed. If you have any questions, please do not hesitate to contact us.

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**Treasurer's Report – Month of June 2017**

Bank Account Reconciliations: We are reconciled through June 30, 2017. Machias Savings Bank checking account has a balance of \$862,662.75 as of June 30, 2017. We also have approximately \$864,143.31 in our combined Reserve Funds account at Machias Savings Bank as of June 30, 2017. We deposited \$1,760.00 to the Cemetery Funds which represents the Administrative Fees collected for funerals, etc. Withdrawals included \$593.78 from Cemetery Funds, \$2,500 from the Matching Grant Fund account and \$1,516.83 from the School Capital Reserve fund.

Income and Expense – Month of June 2017

Receipts for June totaled \$123,592.94. Real Estate and Tax Lien payments were \$82,556.53. Motor Vehicle Excise was \$22,873.17. We budgeted \$85,000 for Motor Vehicle Excise and the total for the year is \$106,210.42. This is well above the average of \$87,906.24 for the past four years. Transfer Station receipts totaled \$3,676. Boat Registrations totaled \$5,927.90. Net expenses for June totaled \$144,583.16.

Income and Expense – Year to Date:

The Year to Date is reported through June 2017. Departmental totals should be at 100% or less of budget. All of the departments are at or below expected levels. If you have any questions about individual accounts, please let me know.

Respectfully Submitted,

Marjorie E. Stratton, Treasurer  
Town of Chebeague Island

# Receipt Search Report

Actual Date Between 06/01/2017 and 06/30/2017

## Receipt Summary

Type	Count	Amount
2 Boat Registration	70	5,927.90
3 SHELLFISH LICENSE	19	500.00
4 PERMITS	6	732.80
5 Plumbing & Septic	2	530.00
6 MARRIAGE LICENSE	1	40.00
9 CEMETERY FEES	2	410.00
10 MOORING PERMIT	40	1,439.00
12 TRANSFER STATION	9	3,676.00
14 ATV/SNOW REG	7	273.00
15 STONE WHARF FEES	16	1,931.00
16 Parking Tickets	7	540.00
18 misc	4	187.49
23 Copy/Fax Revenue	13	53.60
25 Revenue Sharing	1	1,378.45
27 Appeals Board App	2	200.00
90 Real Estate Payment	58	82,556.53
99 Motor Vehicle	206	22,873.17
101 School Lunch Money	1	330.00
190 Moses	7	14.00
	471	123,592.94

**Journal Summary List**  
All Journal Types  
June

Jrnl	Date	Type	Per	Expense	Revenue	G / L	Cash	Enc	Description
0278	06/02/17	CR	06	0.00	-5,193.32	-4,858.83	10,052.15	0.00	06/02/2017 C/R
0279	06/07/17	AP	06	10,547.98	0.00	3,579.23	-14,127.21	0.00	SCHOOL WARRANT
0282	06/06/17	GJ	06	5.00	0.00	0.00	-5.00	0.00	To Record a Returned
0283	06/06/17	GJ	06	-80.00	0.00	80.00	0.00	0.00	To Reclassify Expense to
0284	06/06/17	GJ	06	32,072.04	0.00	-2,136.11	-29,935.93	0.00	To Record Payroll for Period
0286	06/07/17	GJ	06	-86.24	86.24	0.00	0.00	0.00	To Reclassify School Bus
0288	06/15/17	AP	06	17,382.06	0.00	5,359.35	-22,741.41	0.00	SELECTMENTS WARRANT
0290	06/09/17	GJ	06	0.00	1,405.00	-1,405.00	0.00	0.00	To Reclassify Cemetery Fees
0291	06/09/17	CR	06	0.00	-8,263.03	-34,443.83	42,706.86	0.00	06/09/2017 C/R
0292	06/14/17	GJ	06	0.00	0.00	-1,020.00	1,020.00	0.00	To Record Deposit of REAP
0293	06/21/17	AP	06	17,001.30	0.00	1,516.83	-18,518.13	0.00	SCHOOL WARRANT 6/20/17
0294	06/15/17	GJ	06	0.00	0.00	0.00	0.00	0.00	To reconcile CTC Escrow
0295	06/16/17	GJ	06	0.00	0.00	0.00	0.00	0.00	To Reclassify Reserve Fund
0296	06/16/17	CR	06	0.00	-5,961.60	-31,263.58	37,225.18	0.00	06/16/2017 C/R
0297	06/19/17	GJ	06	16.23	0.00	0.00	-16.23	0.00	To Record HRA Claim
0298	06/19/17	GJ	06	0.00	0.00	1,166.22	-1,166.22	0.00	To Reconcile Cemetery
0299	06/20/17	GJ	06	0.00	0.00	0.00	0.00	0.00	To Reclassify Journal 36 -
0300	06/20/17	GJ	06	0.00	6.49	-6.49	0.00	0.00	To Reclassify Maine PERS
0301	06/20/17	GJ	06	31,618.93	0.00	-2,135.85	-29,483.08	0.00	To Record Payroll for Period
0302	06/30/17	GJ	06	-89.76	89.76	0.00	0.00	0.00	To Reclassify School
0303	06/30/17	AP	06	24,160.02	0.00	2,151.77	-26,311.79	0.00	SELECTMENS WARRANT
0304	06/23/17	CR	06	0.00	-7,369.05	-12,996.04	20,365.09	0.00	06/23/2017 C/R
0305	06/30/17	GJ	06	1,626.48	0.00	0.00	-1,626.48	0.00	To Record HRA
0306	06/30/17	GJ	06	0.00	0.00	-4,016.83	4,016.83	0.00	To Record Transfer of Funds
0307	06/30/17	CR	06	0.00	-6,983.59	-10,328.38	17,311.97	0.00	06/30/2017 C/R
0308	07/11/17	AP	06	7,578.98	0.00	6,009.42	0.00	0.00	07/05/17 A/P
0309	07/10/17	GJ	06	35.00	-217.76	0.00	182.76	0.00	To Record June Interest and
0311	07/11/17	GJ	06	2,722.78	0.00	0.00	-2,722.78	0.00	To Record Fire Department
0312	07/11/17	GJ	06	72.36	0.00	0.00	-72.36	0.00	To Record HRA
<b>Totals</b>				<b>144,583.16</b>	<b>-32,400.86</b>	<b>-84,748.12</b>	<b>-13,845.78</b>	<b>0.00</b>	

\* - Incorrect control entry

- 29 Journals Listed
- 0 Out of Balance
- 0 Expense Control Errors
- 0 Revenue Control Errors
- 0 Encumbrance Control Errors

### Expense Summary Report

ALL Departments  
June

Account	Budget	Curr Mnth	----- Y T D -----		Net
	Original	Net	Debits	Credits	
1300 - Admin & Board of Selectman	236,740.00	16,277.40	204,082.39	6,322.40	197,759.99
1400 - Assessor	13,200.00	1,024.00	14,173.00	2,000.00	12,173.00
1650 - Elections/Bd Regis.	3,038.00	283.50	1,654.45	389.60	1,264.85
1700 - Planning	12,350.00	90.70	8,678.03	0.00	8,678.03
1900 - Legal Services	12,000.00	855.00	3,629.84	0.00	3,629.84
2100 - Law Enforcement Services	40,966.00	906.20	39,209.24	240.00	38,969.24
2200 - Fire & Rescue Services	95,650.00	17,702.14	96,463.12	5,195.54	91,267.58
2400 - Code Enforcement	21,415.00	1,645.00	20,688.42	480.00	20,208.42
2500 - Harbormaster & Shellfish	28,750.00	2,890.17	27,420.33	1,040.00	26,380.33
2600 - Animal Control	4,450.00	985.58	2,603.89	0.00	2,603.89
3100 - Public Services	219,277.00	11,834.00	223,496.41	13,460.47	210,035.94
3200 - Solid Waste	137,094.00	14,325.23	135,699.57	1,052.00	134,647.57
4400 - Misc-Mainland	18,161.00	0.00	18,160.00	0.00	18,160.00
4600 - Contributions	113,000.00	0.00	113,000.00	0.00	113,000.00
5810 - Genl Assistance	500.00	0.00	0.00	0.00	0.00
5910 - Health Services	2,100.00	500.00	2,000.00	0.00	2,000.00
6200 - Cemetery	10,550.00	1,602.97	11,948.03	457.50	11,490.53
6900 - Debt Service	268,902.00	0.00	266,526.67	0.00	266,526.67
7500 - Benefits & Insurance	153,737.00	9,868.66	150,328.69	18,538.84	131,789.85
8000 - Education	1,127,945.00	62,568.18	1,229,727.88	198,528.58	1,031,199.30
8100 - Street Lights	10,644.00	854.43	9,874.27	0.00	9,874.27
8300 - Contingency	16,000.00	370.00	3,616.89	0.00	3,616.89
8800 - Tax paid to Cumberland	42,000.00	0.00	43,352.06	0.00	43,352.06
8900 - County Tax	131,188.00	0.00	131,188.00	0.00	131,188.00
9000 - Capital Improvements	399,000.00	0.00	399,000.00	0.00	399,000.00
Final Totals	3,118,657.00	144,583.16	3,156,521.18	247,704.93	2,908,816.25

**Exp / Rev Summary Report**  
ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
1300 Admn/Select					
<b>REVENUES</b>					
302 AGENT FEE	3,000.00	735.00	3,248.00	-248.00	108.27
303 EXCISE TAX	85,000.00	17,482.33	106,210.42	-21,210.42	124.95
304 BOAT EXCISE	7,800.00	1,919.90	7,640.07	159.93	97.95
305 INT & PEN	5,500.00	1,236.02	7,841.19	-2,341.19	142.57
307 LIEN COST	0.00	0.00	900.47	-900.47	0.00
308 ABATEMENTS	0.00	0.00	-1,957.62	1,957.62	0.00
311 HUNT&FISH	0.00	7.00	17.00	-17.00	0.00
312 MARRIAGE LIC	0.00	0.00	36.00	-36.00	0.00
314 DEATH CERT	0.00	0.00	121.60	-121.60	0.00
315 CLERK LIC	0.00	0.00	54.00	-54.00	0.00
316 SHELLFSH LIC	2,500.00	500.00	2,915.00	-415.00	116.60
326 TAX COMMIT	2,849,816.00	0.00	2,863,730.30	-13,914.30	100.49
327 HOMEST REIMB	15,461.00	0.00	11,970.00	3,491.00	77.42
328 VETERAN EXEM	450.00	0.00	0.00	450.00	0.00
330 TREE GROWTH	0.00	0.00	3,224.45	-3,224.45	0.00
331 REV SHARING	12,422.00	1,378.45	12,527.66	-105.66	100.85
334 SNOW REGISTR	0.00	0.00	26.48	-26.48	0.00
351 POLICE FINES	3,000.00	540.00	3,579.00	-579.00	119.30
364 GROWTH PERM	0.00	0.00	300.00	-300.00	0.00
365 BD APPEALS	0.00	200.00	500.00	-500.00	0.00
366 BLDG PERMITS	8,000.00	486.80	11,593.20	-3,593.20	144.92
367 ELEC PERMITS	1,200.00	221.00	1,295.60	-95.60	107.97
368 PLUMB PRMITS	2,500.00	375.00	2,370.00	130.00	94.80
369 OTHER PERMIT	500.00	25.00	1,892.00	-1,392.00	378.40
378 EDUC-AID	75,708.00	0.00	75,707.51	0.49	100.00
379 INT INCOME	0.00	217.76	2,049.74	-2,049.74	0.00
390 MISC REVENUE	0.00	5.00	1,356.31	-1,356.31	0.00
401 DOG REVENUE	0.00	0.00	331.00	-331.00	0.00
403 MOORING FEES	7,500.00	1,464.00	7,784.00	-284.00	103.79
411 DOT REV URIP	14,000.00	0.00	14,868.00	-868.00	106.20
412 Cemetery Fee	0.00	-995.00	410.00	-410.00	0.00
418 CI S/WASTE	18,000.00	4,288.00	25,067.69	-7,067.69	139.26
500 RENT MOORING	0.00	0.00	250.00	-250.00	0.00
501 ST/WHF PMT	5,000.00	1,350.00	7,370.00	-2,370.00	147.40
502 TRANS TIEFEE	1,300.00	581.00	2,863.00	-1,563.00	220.23
512 Copy Fee Rev	0.00	53.60	422.12	-422.12	0.00
Revenue Total	3,118,657.00	32,070.86	3,178,514.19	-59,857.19	101.92
<b>EXPENSES</b>					
1000 Wages - F/T	138,149.00	10,986.99	137,807.21	341.79	99.75
1010 Wages - P/T	21,216.00	128.00	1,750.00	19,466.00	8.25
1110 Elected Off.	6,000.00	0.00	6,055.00	-55.00	100.92
1300 Bank Fees	400.00	52.00	557.39	-157.39	139.35
2010 Gasoline	2,500.00	280.30	2,007.65	492.35	80.31
2030 Telephone	2,800.00	226.80	2,569.40	230.60	91.76
2041 Technology	10,000.00	105.00	9,664.05	335.95	96.64
2080 Diesel	0.00	-89.76	-89.76	89.76	0.00
3010 Advertising	2,260.00	0.00	564.30	1,695.70	24.97
3140 Member Dues	3,500.00	0.00	3,108.00	392.00	88.80
3160 Misc. Exp.	0.00	0.00	0.01	-0.01	0.00
3202 Janitorial	250.00	0.00	771.67	-521.67	308.67
3210 Postage	2,500.00	483.80	2,380.28	119.72	95.21
3220 Printing	2,500.00	2,046.32	2,295.33	204.67	91.81
3240 Publications	150.00	0.00	0.00	150.00	0.00
3250 Reg of Deeds	760.00	0.00	418.00	342.00	55.00

### Exp / Rev Summary Report

ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>1300 Admn/Select CONT'D</b>					
3300 Office Supp.	4,500.00	724.82	2,849.60	1,650.40	63.32
3335 Travel	8,800.00	279.22	4,328.44	4,471.56	49.19
3405 Hall Rental	4,000.00	0.00	4,000.00	0.00	100.00
4000 Bldg Maint	755.00	6.00	232.90	522.10	30.85
4010 Equip Rental	3,200.00	141.91	1,980.68	1,219.32	61.90
5000 Contr. Svcs	4,000.00	406.00	4,236.00	-236.00	105.90
5010 Auditing	15,000.00	0.00	9,475.00	5,525.00	63.17
5015 Anniv. Celeb	500.00	500.00	500.00	0.00	100.00
5240 Training	3,000.00	0.00	298.84	2,701.16	9.96
Expense Total	236,740.00	16,277.40	197,759.99	38,980.01	83.53
<b>Net Profit / (Loss)</b>	<b>2,881,917.00</b>	<b>15,793.46</b>	<b>2,980,754.20</b>	<b>98,837.20</b>	

1400 Assessor

EXPENSES

1010 Wages - P/T	0.00	0.00	0.00	0.00	0.00
3250 Reg of Deeds	200.00	24.00	173.00	27.00	86.50
3390 Assess Maps	1,000.00	0.00	0.00	1,000.00	0.00
5000 Contr. Svcs	12,000.00	1,000.00	12,000.00	0.00	100.00
Expense Total	13,200.00	1,024.00	12,173.00	1,027.00	92.22
<b>Net Profit / (Loss)</b>	<b>(13,200.00)</b>	<b>(1,024.00)</b>	<b>(12,173.00)</b>	<b>1,027.00</b>	

1650 Elect/Bd Reg

EXPENSES

1010 Wages - P/T	1,638.00	283.50	934.85	703.15	57.07
5220 Pgm/Election	1,400.00	0.00	330.00	1,070.00	23.57
Expense Total	3,038.00	283.50	1,264.85	1,773.15	41.63
<b>Net Profit / (Loss)</b>	<b>(3,038.00)</b>	<b>(283.50)</b>	<b>(1,264.85)</b>	<b>1,773.15</b>	

1700 Planning

EXPENSES

1070 G.I.S.	2,000.00	0.00	0.00	2,000.00	0.00
3010 Advertising	200.00	90.70	273.40	-73.40	136.70
3210 Postage	100.00	0.00	0.00	100.00	0.00
3240 Publications	50.00	0.00	163.68	-113.68	327.36
5090 Cont. Serv.	10,000.00	0.00	8,240.95	1,759.05	82.41
Expense Total	12,350.00	90.70	8,678.03	3,671.97	70.27
<b>Net Profit / (Loss)</b>	<b>(12,350.00)</b>	<b>(90.70)</b>	<b>(8,678.03)</b>	<b>3,671.97</b>	

1900 Legal Svcs

EXPENSES

5540 Gen. Admin.	12,000.00	855.00	3,629.84	8,370.16	30.25
Expense Total	12,000.00	855.00	3,629.84	8,370.16	30.25
<b>Net Profit / (Loss)</b>	<b>(12,000.00)</b>	<b>(855.00)</b>	<b>(3,629.84)</b>	<b>8,370.16</b>	

2100 Law Enf Svcs

EXPENSES

1000 Wages - F/T	0.00	0.00	0.00	0.00	0.00
1010 Wages - P/T	8,320.00	560.00	7,930.00	390.00	95.31

# Exp / Rev Summary Report

ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
2100 Law Enf Svs CONT'D					
2010 Gasoline	1,100.00	233.70	735.96	364.04	66.91
3335 Travel	2,500.00	0.00	1,145.00	1,355.00	45.80
5000 Contr. Svcs	29,046.00	112.50	29,158.28	-112.28	100.39
Expense Total	40,966.00	906.20	38,969.24	1,996.76	95.13
<b>Net Profit / (Loss)</b>	<b>(40,966.00)</b>	<b>(906.20)</b>	<b>(38,969.24)</b>	<b>1,996.76</b>	

## 2200 Fire Rescue

### EXPENSES

1010 Wages - P/T	41,404.00	3,060.92	31,573.87	9,830.13	76.26
2000 Electricity	3,000.00	424.57	2,487.28	512.72	82.91
2010 Gasoline	100.00	0.00	107.25	-7.25	107.25
2020 Heating Fuel	7,000.00	0.00	4,859.53	2,140.47	69.42
2030 Telephone	1,346.00	164.42	1,808.53	-462.53	134.36
2080 Diesel	850.00	0.00	455.16	394.84	53.55
3040 Equip Maint	9,450.00	5,437.45	14,923.79	-5,473.79	157.92
3140 Member Dues	1,100.00	160.00	1,909.00	-809.00	173.55
3200 F/R Supplies	7,500.00	1,905.58	8,108.19	-608.19	108.11
3202 Janitorial	400.00	0.00	212.53	187.47	53.13
3335 Travel	1,200.00	66.60	960.20	239.80	80.02
3350 Uniforms	300.00	169.99	169.99	130.01	56.66
3510 Fire Prev	0.00	0.00	249.00	-249.00	0.00
4000 Bldg Maint	3,900.00	1,900.00	6,270.89	-2,370.89	160.79
5000 Contr. Svcs	2,500.00	0.00	4,658.50	-2,158.50	186.34
5240 Training	6,500.00	2,823.13	9,708.23	-3,208.23	149.36
6110 Radio/Tele	7,000.00	1,589.48	2,805.64	4,194.36	40.08
6230 Apparel/Gear	2,100.00	0.00	0.00	2,100.00	0.00
Expense Total	95,650.00	17,702.14	91,267.58	4,382.42	95.42
<b>Net Profit / (Loss)</b>	<b>(95,650.00)</b>	<b>(17,702.14)</b>	<b>(91,267.58)</b>	<b>4,382.42</b>	

## 2400 Code Enf.

### EXPENSES

1010 Wages - P/T	20,280.00	1,620.00	19,395.00	885.00	95.64
2030 Telephone	300.00	25.00	300.00	0.00	100.00
3140 Member Dues	135.00	0.00	135.00	0.00	100.00
3240 Publications	700.00	0.00	378.42	321.58	54.06
Expense Total	21,415.00	1,645.00	20,208.42	1,206.58	94.37
<b>Net Profit / (Loss)</b>	<b>(21,415.00)</b>	<b>(1,645.00)</b>	<b>(20,208.42)</b>	<b>1,206.58</b>	

## 2500 Harbor Shell

### EXPENSES

1010 Wages - P/T	23,920.00	2,250.00	21,670.00	2,250.00	90.59
2010 Gasoline	1,230.00	300.26	597.72	632.28	48.60
2030 Telephone	300.00	25.00	300.00	0.00	100.00
3040 Equip Maint	1,000.00	-80.00	2,392.50	-1,392.50	239.25
3120 Marine Supp	500.00	345.41	749.11	-249.11	149.82
3130 Marine/Shell	600.00	0.00	0.00	600.00	0.00
3350 Uniforms	200.00	49.50	191.50	8.50	95.75
5240 Training	1,000.00	0.00	479.50	520.50	47.95
Expense Total	28,750.00	2,890.17	26,380.33	2,369.67	91.76

### Exp / Rev Summary Report

ALL Departments

June

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>Net Profit / (Loss)</b>	<b>(28,750.00)</b>	<b>(2,890.17)</b>	<b>(26,380.33)</b>	<b>2,369.67</b>	

2600 Animal Cont.

EXPENSES

1010 Wages - P/T	2,800.00	700.00	1,400.00	1,400.00	50.00
2030 Telephone	300.00	0.00	0.00	300.00	0.00
3160 Misc. Exp.	200.00	0.00	0.00	200.00	0.00
3290 Shelter	500.00	119.35	589.95	-89.95	117.99
3350 Uniforms	150.00	20.01	36.27	113.73	24.18
5240 Training	500.00	146.22	577.67	-77.67	115.53
Expense Total	4,450.00	985.58	2,603.89	1,846.11	58.51
<b>Net Profit / (Loss)</b>	<b>(4,450.00)</b>	<b>(985.58)</b>	<b>(2,603.89)</b>	<b>1,846.11</b>	

3100 Public Svcs

EXPENSES

1000 Wages - F/T	73,549.00	5,855.02	80,532.44	-6,983.44	109.49
1010 Wages - P/T	7,722.00	64.00	3,002.75	4,719.25	38.89
1020 Overtime	6,966.00	0.00	0.00	6,966.00	0.00
2000 Electricity	2,700.00	164.74	2,139.96	560.04	79.26
2010 Gasoline	750.00	0.00	178.57	571.43	23.81
2020 Heating Fuel	5,640.00	0.00	3,704.31	1,935.69	65.68
2030 Telephone	500.00	40.38	444.10	55.90	88.82
2080 Diesel	8,900.00	-86.24	3,440.10	5,459.90	38.65
3040 Equip Maint	14,000.00	525.40	18,688.47	-4,688.47	133.49
3120 Marine Supp	6,000.00	0.00	2,728.05	3,271.95	45.47
3140 Member Dues	0.00	0.00	184.00	-184.00	0.00
3202 Janitorial	900.00	0.00	538.08	361.92	59.79
3300 Office Supp.	0.00	0.00	818.70	-818.70	0.00
3350 Uniforms	600.00	0.00	534.96	65.04	89.16
4000 Bldg Maint	2,000.00	0.00	1,209.99	790.01	60.50
4010 Equip Rental	7,000.00	1,446.80	8,526.82	-1,526.82	121.81
4600 Cold Patch	10,000.00	2,803.90	16,912.85	-6,912.85	169.13
4605 Culv/Drain	9,100.00	0.00	11,337.74	-2,237.74	124.59
4610 Iron & Steel	0.00	0.00	51.00	-51.00	0.00
4630 Road Matls	10,000.00	0.00	13,502.25	-3,502.25	135.02
4640 Sand & Salt	18,000.00	0.00	13,266.29	4,733.71	73.70
4645 Street Signs	1,000.00	0.00	829.56	170.44	82.96
4650 Welding	1,500.00	0.00	1,519.65	-19.65	101.31
5000 Contr. Svcs	5,000.00	0.00	5,921.50	-921.50	118.43
5020 Barging	24,000.00	1,020.00	17,187.35	6,812.65	71.61
5230 Pave Marking	500.00	0.00	0.00	500.00	0.00
5240 Training	750.00	0.00	126.38	623.62	16.85
6010 Tools	1,200.00	0.00	1,570.25	-370.25	130.85
6120 Safety Equip	1,000.00	0.00	1,139.82	-139.82	113.98
6140 Veh Parts	0.00	0.00	0.00	0.00	0.00
Expense Total	219,277.00	11,834.00	210,035.94	9,241.06	95.79
<b>Net Profit / (Loss)</b>	<b>(219,277.00)</b>	<b>(11,834.00)</b>	<b>(210,035.94)</b>	<b>9,241.06</b>	

3200 Solid Waste

EXPENSES

1010 Wages - P/T	22,308.00	2,577.00	26,331.00	-4,023.00	118.03
2000 Electricity	500.00	70.14	1,026.43	-526.43	205.29

### Exp / Rev Summary Report

ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>3200 Solid Waste CONT'D</b>					
2030 Telephone	400.00	40.38	444.10	-44.10	111.03
3040 Equip Maint	510.00	0.00	0.00	510.00	0.00
3202 Janitorial	500.00	15.08	612.81	-112.81	122.56
3350 Uniforms	250.00	0.00	121.13	128.87	48.45
4000 Bldg Maint	500.00	0.00	699.65	-199.65	139.93
5020 Barging	30,200.00	6,200.00	32,800.00	-2,600.00	108.61
5110 Hauling	65,000.00	5,036.65	56,667.12	8,332.88	87.18
5120 Landfill Mon	8,676.00	0.00	8,728.41	-52.41	100.60
5130 Haz Waste	7,500.00	269.35	4,673.98	2,826.02	62.32
5240 Training	750.00	116.63	561.27	188.73	74.84
5251 Sanitation	0.00	0.00	1,981.67	-1,981.67	0.00
Expense Total	137,094.00	14,325.23	134,647.57	2,446.43	98.22
<b>Net Profit / (Loss)</b>	<b>(137,094.00)</b>	<b>(14,325.23)</b>	<b>(134,647.57)</b>	<b>2,446.43</b>	
<b>4400 Misc-Mainlnd</b>					
EXPENSES					
9110 CouIsl Wharf	18,160.00	0.00	18,160.00	0.00	100.00
9120 Blanch. Leas	1.00	0.00	0.00	1.00	0.00
Expense Total	18,161.00	0.00	18,160.00	1.00	99.99
<b>Net Profit / (Loss)</b>	<b>(18,161.00)</b>	<b>0.00</b>	<b>(18,160.00)</b>	<b>1.00</b>	
<b>4600 Contribution</b>					
EXPENSES					
3150 Library	50,000.00	0.00	50,000.00	0.00	100.00
3164 VNA	1,000.00	0.00	1,000.00	0.00	100.00
3166 Isl. Council	7,000.00	0.00	7,000.00	0.00	100.00
3167 Recreation	55,000.00	0.00	55,000.00	0.00	100.00
Expense Total	113,000.00	0.00	113,000.00	0.00	100.00
<b>Net Profit / (Loss)</b>	<b>(113,000.00)</b>	<b>0.00</b>	<b>(113,000.00)</b>	<b>(0.00)</b>	
<b>5810 Genl Assista</b>					
EXPENSES					
3160 Misc. Exp.	500.00	0.00	0.00	500.00	0.00
Expense Total	500.00	0.00	0.00	500.00	0.00
<b>Net Profit / (Loss)</b>	<b>(500.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>500.00</b>	
<b>5910 Health Svcs</b>					
EXPENSES					
1010 Wages - P/T	2,000.00	500.00	2,000.00	0.00	100.00
5240 Training	100.00	0.00	0.00	100.00	0.00
Expense Total	2,100.00	500.00	2,000.00	100.00	95.24
<b>Net Profit / (Loss)</b>	<b>(2,100.00)</b>	<b>(500.00)</b>	<b>(2,000.00)</b>	<b>100.00</b>	
<b>6200 Cemetery</b>					
EXPENSES					
1010 Wages - P/T	5,000.00	1,376.25	5,351.25	-351.25	107.03
3040 Equip Maint	100.00	0.00	317.45	-217.45	317.45
3140 Member Dues	50.00	0.00	25.00	25.00	50.00

### Exp / Rev Summary Report

ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
6200 Cemetery CONT'D					
3163 Cemetery Gen	400.00	226.72	796.83	-396.83	199.21
5000 Contr. Svcs	5,000.00	0.00	5,000.00	0.00	100.00
Expense Total	10,550.00	1,602.97	11,490.53	-940.53	108.91
<b>Net Profit / (Loss)</b>	<b>(10,550.00)</b>	<b>(1,602.97)</b>	<b>(11,490.53)</b>	<b>(940.53)</b>	

6900 Debt Service

EXPENSES

6500 MBB Interest	85,800.00	0.00	85,800.03	-0.03	100.00
6510 MBBPrincipal	131,902.00	0.00	131,902.00	0.00	100.00
6521 FireTrkLoan	51,200.00	0.00	48,824.64	2,375.36	95.36
Expense Total	268,902.00	0.00	266,526.67	2,375.33	99.12
<b>Net Profit / (Loss)</b>	<b>(268,902.00)</b>	<b>0.00</b>	<b>(266,526.67)</b>	<b>2,375.33</b>	

7500 Benef/Insur.

EXPENSES

1210 Health/Life	70,476.00	6,584.58	63,231.26	7,244.74	89.72
1220 FICA / MED	30,000.00	2,182.13	25,708.33	4,291.67	85.69
1230 ICMA-Retire	11,027.00	1,101.95	9,225.31	1,801.69	83.66
1270 Unemployment	3,200.00	0.00	2,111.08	1,088.92	65.97
1280 Workers Comp	14,034.00	0.00	7,737.87	6,296.13	55.14
3060 Liabil. Ins	25,000.00	0.00	23,776.00	1,224.00	95.10
Expense Total	153,737.00	9,868.66	131,789.85	21,947.15	85.72
<b>Net Profit / (Loss)</b>	<b>(153,737.00)</b>	<b>(9,868.66)</b>	<b>(131,789.85)</b>	<b>21,947.15</b>	

8000 Education

REVENUES

800 Ed Lunch Fee	0.00	330.00	7,165.30	-7,165.30	0.00
801 REAP Tech Gr	0.00	0.00	0.00	0.00	0.00
806 Bus Rental	0.00	0.00	342.45	-342.45	0.00
807 Misc Sch Rev	0.00	0.00	249.00	-249.00	0.00
Revenue Total	0.00	330.00	7,756.75	-7,756.75	0.00

EXPENSES

8030 GUIDANCE	0.00	0.00	0.00	0.00	0.00
8070 DEBT SVCE	0.00	0.00	0.00	0.00	0.00
8101 Sup. Sal	26,000.00	2,000.00	25,000.00	1,000.00	96.15
8102 Sec. Sal	9,039.00	810.14	9,433.40	-394.40	104.36
8103 Health Ins	8,618.00	674.76	7,394.75	1,223.25	85.81
8104 FICA/Med	1,000.00	71.51	860.13	139.87	86.01
8107 Conf/Train	300.00	0.00	0.00	300.00	0.00
8108 OtherProServ	23,000.00	0.00	0.00	23,000.00	0.00
8109 Repair&Maint	250.00	0.00	0.00	250.00	0.00
8110 Comm/Phone	1,000.00	77.04	847.46	152.54	84.75
8111 Postage	500.00	72.76	317.95	182.05	63.59
8112 Advertising	250.00	0.00	0.00	250.00	0.00
8113 Printing	250.00	0.00	0.00	250.00	0.00
8114 Copier Sup	250.00	283.78	311.38	-61.38	124.55
8115 Equip/Softwre	0.00	0.00	70.65	-70.65	0.00
8116 Travel	200.00	0.00	54.00	146.00	27.00
8117 Stipends	1,200.00	1,200.00	1,200.00	0.00	100.00

### Exp / Rev Summary Report

ALL Departments

June

Account	Budget	Current Month	Year To Date	Balance	Percent
8000 Education CONT'D					
8118 FICA	100.00	0.00	0.00	100.00	0.00
8119 Legal	2,000.00	0.00	0.00	2,000.00	0.00
8120 Ins	2,400.00	0.00	2,389.60	10.40	99.57
8121 Dues&Fees	500.00	0.00	235.00	265.00	47.00
8122 Misc	250.00	80.00	318.80	-68.80	127.52
8123 MEPERS	5,025.00	408.42	4,898.55	126.45	97.48
8124 Unem Comp	3,050.00	0.00	1,321.59	1,728.41	43.33
8125 Work Comp	4,000.00	0.00	3,253.23	746.77	81.33
8201 Admin Sal	26,000.00	2,000.00	25,000.00	1,000.00	96.15
8202 Secr. Sal	9,039.00	810.14	9,433.25	-394.25	104.36
8203 Health Ins	8,618.00	674.76	7,357.93	1,260.07	85.38
8204 FICA/Med	1,000.00	71.51	859.85	140.15	85.99
8207 Conferences	300.00	0.00	0.00	300.00	0.00
8208 Postage	300.00	0.00	7.35	292.65	2.45
8209 Printing	350.00	0.00	0.00	350.00	0.00
8210 Supplies	300.00	9.27	112.01	187.99	37.34
8211 Copy Supp	150.00	0.00	27.61	122.39	18.41
8212 Eq. Repair	250.00	0.00	0.00	250.00	0.00
8213 Dues & Fees	500.00	0.00	591.28	-91.28	118.26
8300 Pre-K Prog.	30,750.00	2,795.46	29,442.33	1,307.67	95.75
8301 K-2 Tch Sal	62,213.00	5,749.39	59,066.27	3,146.73	94.94
8302 3-5 Tch Sal	69,892.00	5,609.45	65,610.09	4,281.91	93.87
8303 Ed-TechSal	44,469.00	2,550.31	31,920.93	12,548.07	71.78
8304 Temp Sal	2,000.00	725.00	3,265.67	-1,265.67	163.28
8305 Healt Ins	43,088.00	3,590.60	41,650.96	1,437.04	96.66
8306 FICA/Med	6,650.00	508.18	5,368.32	1,281.68	80.73
8309 AssessmtTest	500.00	0.00	0.00	500.00	0.00
8310 GenSupplies	4,600.00	92.69	817.34	3,782.66	17.77
8311 Travel Reimb	300.00	0.00	7.00	293.00	2.33
8312 Books & Per	2,900.00	48.74	302.01	2,597.99	10.41
8313 AudioVisual	100.00	0.00	0.00	100.00	0.00
8315 FldTrpTrans	300.00	0.00	0.00	300.00	0.00
8316 Copy Lease	500.00	0.00	0.00	500.00	0.00
8318 MS Tuition	151,202.00	0.00	134,174.88	17,027.12	88.74
8319 Second Tuit	134,471.00	0.00	116,587.96	17,883.04	86.70
8401 CourseReimb	2,000.00	245.00	245.00	1,755.00	12.25
8402 OtherProServ	1,500.00	0.00	0.00	1,500.00	0.00
8403 OthrProfSvcs	3,000.00	0.00	3,000.00	0.00	100.00
8404 Tech Equip	500.00	0.00	0.00	500.00	0.00
8405 OtherPurServ	3,000.00	0.00	384.07	2,615.93	12.80
8406 Software	500.00	0.00	0.00	500.00	0.00
8407 Repair	500.00	100.00	600.00	-100.00	120.00
8408 Reg Stipnd	10,846.00	1,792.20	15,020.09	-4,174.09	138.49
8413 Supplies	100.00	0.00	0.00	100.00	0.00
8415 Reg Sal	1,500.00	0.00	430.76	1,069.24	28.72
8419 Supplies	100.00	0.00	0.00	100.00	0.00
8501 Teach Sal	24,061.00	2,472.73	27,743.43	-3,682.43	115.30
8502 FICA/Med	1,850.00	359.77	3,721.17	-1,871.17	201.14
8503 Ed Tech	5,500.00	2,161.83	7,106.41	-1,606.41	129.21
8505 Test Score	500.00	0.00	0.00	500.00	0.00
8506 OtherProServ	10,276.00	545.90	9,269.42	1,006.58	90.20
8507 ExtYr Prog	3,200.00	0.00	1,520.86	1,679.14	47.53
8508 Supplies	200.00	0.00	316.29	-116.29	158.15

**Exp / Rev Summary Report**  
ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>8000 Education CONT'D</b>					
8509 TestSupplies	200.00	0.00	0.00	200.00	0.00
8510 Books & Per	500.00	0.00	0.00	500.00	0.00
8511 Tech Supplie	500.00	0.00	0.00	500.00	0.00
8518 SpEd MSTuit	2,500.00	9,774.96	9,774.96	-7,274.96	391.00
8519 SpEd SecTuit	2,500.00	3,216.96	3,216.96	-716.96	128.68
8601 Reg Sal	15,312.00	1,600.80	18,435.66	-3,123.66	120.40
8602 Health Ins	4,309.00	359.06	4,308.72	0.28	99.99
8603 FICA/Med	1,100.00	75.03	834.74	265.26	75.89
8606 Conferences	100.00	0.00	0.00	100.00	0.00
8607 OthrContract	12,000.00	408.14	12,558.66	-558.66	104.66
8608 Repair&Maint	12,000.00	0.00	6,175.02	5,824.98	51.46
8609 Rent CIRC Bl	8,000.00	0.00	8,000.00	0.00	100.00
8611 Insurance	4,000.00	0.00	1,665.00	2,335.00	41.63
8612 Supplies	1,000.00	0.00	173.36	826.64	17.34
8613 Electricity	6,000.00	447.61	4,245.42	1,754.58	70.76
8614 Fuel Oil	7,000.00	0.00	3,760.64	3,239.36	53.72
8615 Cptal ImpPln	10,000.00	0.00	10,000.00	0.00	100.00
8617 Cont Serv	3,500.00	300.00	697.14	2,802.86	19.92
8701 Salaries	20,563.00	2,145.01	19,729.85	833.15	95.95
8702 Sub Salaries	500.00	31.94	762.57	-262.57	152.51
8703 Health Ins	8,618.00	718.12	8,617.44	0.56	99.99
8704 FICA/Med	2,000.00	166.53	1,559.03	440.97	77.95
8707 PurProf.Serv	50,700.00	1,047.78	59,757.45	-9,057.45	117.86
8708 Repairs	750.00	0.00	2,213.12	-1,463.12	295.08
8709 Auto Ins	865.00	0.00	944.00	-79.00	109.13
8710 Electricity	350.00	0.00	0.00	350.00	0.00
8711 Fuel	3,700.00	229.90	2,346.63	1,353.37	63.42
8801 Reg Sal	15,312.00	2,072.13	16,186.53	-874.53	105.71
8802 Health Ins	4,309.00	359.06	4,308.72	0.28	99.99
8803 FICA/Med	1,100.00	98.12	663.57	436.43	60.32
8805 OthrContServ	100.00	0.00	100.00	0.00	100.00
8806 Supplies	2,500.00	925.69	9,366.40	-6,866.40	374.66
8807 Contingency	10,000.00	0.00	5,235.00	4,765.00	52.35
8900 Debt Service	157,000.00	0.00	156,695.68	304.32	99.81
Expense Total	1,127,945.00	62,568.18	1,031,199.30	96,745.70	91.42
<b>Net Profit / (Loss)</b>	<b>(1,127,945.00)</b>	<b>(62,238.18)</b>	<b>(1,023,442.55)</b>	<b>104,502.45</b>	
<b>8100 Street Light</b>					
EXPENSES					
2000 Electricity	10,644.00	854.43	9,874.27	769.73	92.77
Expense Total	10,644.00	854.43	9,874.27	769.73	92.77
<b>Net Profit / (Loss)</b>	<b>(10,644.00)</b>	<b>(854.43)</b>	<b>(9,874.27)</b>	<b>769.73</b>	
<b>8300 Contingency</b>					
EXPENSES					
3160 Misc. Exp.	16,000.00	370.00	3,616.89	12,383.11	22.61
Expense Total	16,000.00	370.00	3,616.89	12,383.11	22.61
<b>Net Profit / (Loss)</b>	<b>(16,000.00)</b>	<b>(370.00)</b>	<b>(3,616.89)</b>	<b>12,383.11</b>	
<b>8800 Out Isl tax</b>					

### Exp / Rev Summary Report

ALL Departments  
June

Account	Budget	Current Month	Year To Date	Balance	Percent
<b>8800 Out Isl tax CONT'D</b>					
EXPENSES					
0001 Out Isl Tax	42,000.00	0.00	43,352.06	-1,352.06	103.22
Expense Total	42,000.00	0.00	43,352.06	-1,352.06	103.22
<b>Net Profit / (Loss)</b>	<b>(42,000.00)</b>	<b>0.00</b>	<b>(43,352.06)</b>	<b>(1,352.06)</b>	
<b>8900 County Tax</b>					
EXPENSES					
3050 County Tax	131,188.00	0.00	131,188.00	0.00	100.00
Expense Total	131,188.00	0.00	131,188.00	0.00	100.00
<b>Net Profit / (Loss)</b>	<b>(131,188.00)</b>	<b>0.00</b>	<b>(131,188.00)</b>	<b>(0.00)</b>	
<b>9000 Capital Impr</b>					
EXPENSES					
9010 Dredging	25,000.00	0.00	25,000.00	0.00	100.00
9015 Wharf Res	20,000.00	0.00	20,000.00	0.00	100.00
9020 Float & Gang	6,000.00	0.00	6,000.00	0.00	100.00
9031 Town Office	5,000.00	0.00	5,000.00	0.00	100.00
9032 Parking Lot	20,000.00	0.00	20,000.00	0.00	100.00
9035 Vehicle Res	2,000.00	0.00	2,000.00	0.00	100.00
9040 Grant Match	5,000.00	0.00	5,000.00	0.00	100.00
9042 Paper Street	6,000.00	0.00	6,000.00	0.00	100.00
9050 Paving	265,000.00	0.00	265,000.00	0.00	100.00
9055 PS Equip	15,000.00	0.00	15,000.00	0.00	100.00
9057 Transfer Sta	5,000.00	0.00	5,000.00	0.00	100.00
9058 Drain & Ease	5,000.00	0.00	5,000.00	0.00	100.00
9192 Ambulance	20,000.00	0.00	20,000.00	0.00	100.00
Expense Total	399,000.00	0.00	399,000.00	0.00	100.00
<b>Net Profit / (Loss)</b>	<b>(399,000.00)</b>	<b>0.00</b>	<b>(399,000.00)</b>	<b>(0.00)</b>	



# Town of Chebeague Island

192 North Road

Chebeague Island, ME 04017

[www.townofchebeagueisland.org](http://www.townofchebeagueisland.org)

## Wharfing Out License

On July 12, 2017, the Town of Chebeague Island (“Chebeague”) Board of Selectmen held a hearing to consider the application of Marian Cox-Chapman (“Applicant”) to install a permanent pier, with a permanent ramp attached on the upland side. Attached to the permanent pier will be seasonal ramp and seasonal float, located at 45 South Shore Drive, which is shown as Lot 32 on Chebeague Island Tax Map I-01, and which is further described in the warranty deed recorded in the Cumberland County Registry of Deeds (the “Registry”) at Book 21462, Page 74 (the “Parcel”). Pursuant to 38 M.R.S. §1022, the Board makes the following findings of fact:

1. *Applicant resides at 229 Kenyon Street, Hartford, CT 06105.*
2. *Applicant has right, title, or interest in the Parcel pursuant to the warranty deed recorded in the Registry at Book 21462, Page 74.*
3. *The proposed pier will be permanent in nature and will measure 6' x 40' in dimension with a permanent 6' x 10' entry ramp attached to the upland side of the pier; the proposed seasonal ramp will measure 3' x 48' in dimension; and the proposed float that will be seasonal in nature will measure 12' x 24' in dimension, and will extend from the Parcel into Casco Bay.*
4. *The applicant has notified all parties that may be directly affected by the proposed construction, as required by 38 M.R.S. §1022.*
5. *Based on Planning Board's Findings of Fact & Conclusions of Law, and all the files in the record, the Board of Selectmen find that the proposed pier, ramp and float will not be an obstruction to navigation or cause injury to the rights of others.*

Therefore, pursuant to 38 M.R.S. §1022, the Chebeague Board of Selectmen grants to Marian Cox-Chapman this Wharfing Out License to install a six feet (6') x forty feet (40') permanent pier, with a six feet (6') by ten feet (10') permanent ramp attached to the upland side. Attached to the permanent pier will be a three feet (3') by forty-eight feet (48') seasonal ramp and twelve feet (12') by twenty-four feet (24') seasonal float on the Parcel.

Pursuant to 38 M.R.S. §1022, this decision can be appealed to Superior Court within ten (10) days by any aggrieved person.

Date Approved: July 12, 2017  
Town of Chebeague Island Board of Selectmen

\_\_\_\_\_  
John Corson, Chairman

\_\_\_\_\_  
Herbert Maine, Vice Chairman

\_\_\_\_\_  
David Hill

\_\_\_\_\_  
Jean-Louis Beaupre

July 11, 2017

**By email:** [drhill@chebeague.net](mailto:drhill@chebeague.net); [herb@chebeague.net](mailto:herb@chebeague.net);  
[jaycorson@live.com](mailto:jaycorson@live.com); [bo.chebeague@outlook.com](mailto:bo.chebeague@outlook.com)

John Corson, Chair  
Town of Chebeague Island  
Board of Selectmen  
192 North Road  
Chebeague Island, ME 04017

**Re: Board of Selectmen Meeting, July 12, 2017**  
**Item 18-001 – Wharfing Out License – Marian Cox-Chapman**  
**Map 101, Lot 032**

Dear Chair Corson and Members of the Board:

I am writing on behalf of Carlos and Renee Nottebohm, who have appeared before the Planning Board and Board of Adjustments and Appeals in a companion proceeding regarding Ms. Cox-Chapman's Applications to Construct a Pier/Float/Ramp at 45 South Shore Drive.

We, including the Nottebohms, only received yesterday notice of the Application to the Select Board for a Section 1022 License to build the Wharf. We request, therefore, that this matter be postponed to give the Nottebohms an opportunity to review the Application and submit comments on it.

Section 1022 states "the applicant must notify all parties that might be directly affected by the proposed construction." The Town attorney had already advised the Board of Adjustment that the Nottebohms are such parties. We maintain, however, that receiving notice 2 days before the Select Board's hearing is legally insufficient and deprives the Nottebohms of an adequate opportunity to be heard.

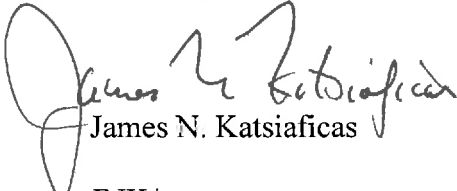
In that regard, we note that the statute provides that the Town officers are to give "at least 3 days' public notice of the application in a newspaper published in the Town ...." This provision indicates that a minimum of 3 days' notice to affected parties is required, and not just two days.

Town of Chebeague Island  
Board of Selectmen  
July 11, 2017  
Page 2

The Nottebohms would like an opportunity to review the application and its attachments to determine if they include all the information required by the statute, and to comment on whether it is, pursuant to the terms of the statute, “an obstruction to navigation or injury to the rights of others.”

Thank you for your consideration of this request.

Sincerely,



James N. Katsiaficas

JNK/ems

cc: Sandra Guay, Esq.  
Natalie L. Burns, Esq.  
Nicholas L. Adams, CEO (codeoffice@chebeague.net)  
Gloria Brown, Clerk (clerk@chebeague.net)  
Carlos and Renee Nottebohm

WOODMAN EDMANDS DANYLIK AUSTIN  
SMITH & JACQUES, P.A.

ATTORNEYS-AT-LAW

ROBERT B. WOODMAN  
THOMAS DANYLIK  
RALPH W. AUSTIN  
JAMES B. SMITH  
KEITH R. JACQUES  
MICHAEL J. O'TOOLE  
HARRY B. CENTER II  
SANDRA L. GUAY  
AMY McNALLY

234 MAIN STREET  
P.O. BOX 468  
BIDDEFORD, ME 04005-0468  
TELEPHONE: 207-284-4581  
FAX: 207-284-2078  
E-MAIL: SLG@woodedlaw.com

-----  
PETER L. EDMANDS  
(Retired)

July 11, 2017

**VIA EMAIL**

John Corson, Chair  
Board of Selectmen  
Town of Chebeague Island  
192 North Road  
Chebeague Island, Maine 04017

Re: Board of Selectmen Meeting, July 12, 2017  
Wharfing Out License/Marian Cox-Chapman

Dear Mr. Corson and Selectboard Members:

This letter is written in response to the July 11, 2017 letter from Attorney James N. Kastiaficas on behalf of Carlos and Renee Nottebohm. In that letter, Attorney Kastiaficas complains that the Nottebohms will not have ample time to review the Cox-Chapman application prior to the Board's July 12 meeting. The Nottebohms however are entirely familiar with the contents of this application, as they have been informed that it is the very same application that was submitted to and approved by the Planning Board, and from which the Nottebohms unsuccessfully appealed to the Board of Appeals less than three weeks ago.

The Town printed notice of the July 12 meeting in the Portland Press Herald on June 29. The agenda has been available on the Town's webpage. Notice was sent to more than the number of abutters that would be required by the Town's ordinance for a Planning Board meeting, in an effort to be over-inclusive. Of the 13 notices that were mailed, only one was returned as undeliverable, and this was the Nottebohm notice. As

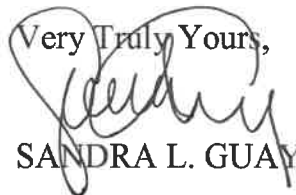
**WOODMAN EDMANDS DANYLIK AUSTIN SMITH & JACQUES, P.A.**

John Corson, Chair  
Board of Selectmen  
Town of Chebeague Island  
July 11, 2017  
Page 2 of 2

soon as it was returned to the project manager, it was forwarded by email to the Nottebohms' attorney.

The statute provides no timeframe within which notice must be provided. Furthermore, one failed delivery does not invalidate the notice requirement. As noted in the Town's Ordinance with respect to providing notice for site plan applications, failure of a property owner to receive the notice does not necessitate a new hearing. (Section 206.6E.4.e.). The Nottebohms have had literally months to review the application with respect to the Selectmen's review of the application. There is no prejudice to the Nottebohms in moving forward with the meeting on July 12.

The Nottebohms have already delayed this application through the appeal to the Board of Appeals. On behalf of the applicant, Marian Cox-Chapman, we respectfully request that the Board of Selectmen move forward with the published, noticed, July 12 hearing on this applicatiopn

Very Truly Yours,  
  
SANDRA L. GUAY

SLG/lb  
Copy to: Marian Cox-Chapman  
James N. Kastificas, Esq.  
Natalie L. Burns, Esquire  
Members Board of Selectmen  
Marjorie Stratton, Town Administrator

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

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Phone: 207-846-3148

[townofchebeague@chebeague.net](mailto:townofchebeague@chebeague.net)

Fax-207-846-6413

To: Tick-Borne Disease Committee  
From: Board of Selectmen  
Date: 07/12/2017  
RE: The formation of the Tick-Borne Disease Committee

#### PURPOSE AND AUTHORITY

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

#### ORGANIZATION AND ADMINISTRATION

- a) **Committee Term.** This committee shall have a **term of three** years from the date of this memorandum.
- b) **Membership.** The Committee shall consist of **five members** who shall serve without compensation and shall be appointed by the municipal officers.
- c) **Appointment.** The Committee shall be appointed by the Board of Selectmen. Appointments may be terminated without cause by a majority vote of the Board of Selectmen.
- d) **Member Term.** Members shall serve for terms of three years.
- e) **Chairman.** The Committee shall elect a Chairman from among its members. The Chairman shall call meetings as required by this memorandum, or as necessary or when so requested by a majority of members or the municipal officers. The Chairman shall preside at all meetings or appoint a chairman pro tempore with a term of one meeting.
- f) **Secretary.** The Committee shall elect a Secretary. The Secretary shall maintain a record of all proceedings including all correspondence of the Committee and regularly submit the records to the Town Clerk. The secretary need not be a member of the committee.
- g) **Notice.** All meetings shall be held in a public place and scheduled through the Town Administrator who shall provide reasonable notice.
- h) **Quorum.** A quorum necessary to conduct business shall consist of at least a majority of members.
- i) The **municipal officers and town staff** shall cooperate with and provide the Committee with such information as may be reasonably necessary and available

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

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Phone: 207-846-3148

[townofchebeague@chebeague.net](mailto:townofchebeague@chebeague.net)

Fax-207-846-6413

to enable it to carry out its duties. The town staff shall also provide assistance updating electronic records as necessary.

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

#### TASKS LIST

- a) Research the risk of Tick-Borne Disease to the Chebeague Community.
- b) Research risk mitigation methods including but not limited to:
  - a. Educational and informational tools,
  - b. Tick population control methods,
  - c. Other steps taken by similar municipalities.
- c) Solicit input from the relevant parties.
- d) Report to the Board of Selectmen from time-to-time.
- e) Submit a report to the Board of Selectmen with findings and recommendations.

#### AUTHORITY OF THE COMMITTEE

The Committee's authority shall be advisory only.



# Town of Chebeague Island

192 North Road

Chebeague Island, ME 04017

[www.townofchebeagueisland.org](http://www.townofchebeagueisland.org)

## Wharfing Out License

On July 12, 2017, the Town of Chebeague Island (“Chebeague”) Board of Selectmen held a hearing to consider the application of Marian Cox-Chapman (“Applicant”) to install a permanent pier, with a permanent ramp attached on the upland side. Attached to the permanent pier will be seasonal ramp and seasonal float, located at 45 South Shore Drive, which is shown as Lot 32 on Chebeague Island Tax Map I-01, and which is further described in the warranty deed recorded in the Cumberland County Registry of Deeds (the “Registry”) at Book 21462, Page 74 (the “Parcel”). Pursuant to 38 M.R.S. §1022, the Board makes the following findings of fact:

1. *Applicant resides at 229 Kenyon Street, Hartford, CT 06105.*
2. *Applicant has right, title, or interest in the Parcel pursuant to the warranty deed recorded in the Registry at Book 21462, Page 74.*
3. *The proposed pier will be permanent in nature and will measure 6' x 40' in dimension with a permanent 6' x 10' entry ramp attached to the upland side of the pier; the proposed seasonal ramp will measure 3' x 48' in dimension; and the proposed float that will be seasonal in nature will measure 12' x 24' in dimension, and will extend from the Parcel into Casco Bay.*
4. *The applicant has notified all parties that may be directly affected by the proposed construction, as required by 38 M.R.S. §1022.*
5. *Based on Planning Board's Findings of Fact & Conclusions of Law, and all the files in the record, the Board of Selectmen find that the proposed pier, ramp and float will not be an obstruction to navigation or cause injury to the rights of others.*

Therefore, pursuant to 38 M.R.S. §1022, the Chebeague Board of Selectmen grants to Marian Cox-Chapman this Wharfing Out License to install a six feet (6') x forty feet (40') permanent pier, with a six feet (6') by ten feet (10') permanent ramp attached to the upland side. Attached to the permanent pier will be a three feet (3') by forty-eight feet (48') seasonal ramp and twelve feet (12') by twenty-four feet (24') seasonal float on the Parcel.

Pursuant to 38 M.R.S. §1022, this decision can be appealed to Superior Court within ten (10) days by any aggrieved person.

Date Approved: July 12, 2017  
Town of Chebeague Island Board of Selectmen

\_\_\_\_\_  
John Corson, Chairman

\_\_\_\_\_  
Herbert Maine, Vice Chairman

\_\_\_\_\_  
David Hill

\_\_\_\_\_  
Jean-Louis Beaupre

## AMENDED AND RESTATED LEASE

This Amended and Restated Lease is made and entered into as of \_\_\_\_\_, 2017, by and between the Inhabitants of the Town of Chebeague Island, a municipal corporation organized and existing under the laws of the State of Maine, of Cumberland County and State of Maine, (hereinafter referred to as the "Town") and Chebeague Recreation Center, Inc., a Maine nonprofit corporation with a principal place of business in the Town of Chebeague Island, County of Cumberland and State of Maine (hereinafter referred to as "Lessee").

### WITNESSETH:

WHEREAS, Lessee has been organized as a Maine nonprofit corporation and has been recognized by the U.S. Department of Treasury Internal Revenue Service as a charitable, institution described in Section 501(c)(3) of the Internal Revenue Code of 1986 and has been established for the purpose of developing recreational facilities on Great Chebeague Island to benefit the community including the students, faculty and administrative staff of Maine School Administrative District No. 51 (the "District"); and

WHEREAS, Lessee entered into a Lease with the Town of Cumberland on March 3, 1997 for the use of premises described in Exhibit A, said lease to run from July 1, 1996 until June 30, 2095; and

WHEREAS, Lessee had discussions with the District regarding the District's donation of land contiguous with the Chebeague Island school upon which Lessee would develop said recreational facilities, but the District was unable to make a gift to a private charity and the parties involved the Town of Cumberland as an appropriate recipient of the land on the understanding that the Town of Cumberland would serve as a conduit to make the land available to Lessee at a nominal cost; and

WHEREAS, the Town is the successor-in-interest to the Town of Cumberland; and

WHEREAS, the parties wish to amend and restate the terms of the original lease agreement to set forth their mutual understandings and agreements concerning the terms upon which the Town will make said land available to Lessee;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Premises.

In consideration of the rents and covenants herein contained to be paid, performed and observed by Lessee, the Town hereby leases to Lessee and Lessee hereby takes from the Town, subject to the terms and conditions herein set forth, certain premises located in the Town of Chebeague Island as described in Exhibit A attached hereto, to be known as Chebeague Recreation Center.

2. Term and Commencement Date.

The term of the lease shall be from July 1, 1996 until June 30, 2095. Lessee shall peaceably and voluntarily surrender said premises at the end of the term.

3. Rent.

Lessee agrees to pay the Town in advance the sum of One Dollar (\$1.00) per year, receipt of which is hereby acknowledged. Each annual installment is due and payable on June 30th of each year hereafter unless sooner received and the Town agrees to receive prepayment of rent without penalty.

4. Security Deposit.

Lessee shall pay no security deposit but shall be fully responsible for repairs, maintenance and construction of all improvements on said premises, which said improvements will become the property of the Town at the end of the term or in the event of an uncured default hereunder.

5. Improvements.

Lessee agrees to improve, at its sole expense, the demised premises by construction of a recreation building and related out-door facilities thereon which shall be used for public recreational purposes for the benefit of the citizens of the Town and the students, faculty and administrative staff of Chebeague Island School. In the event such use of the premises for such purposes should cease for a period exceeding five (5) consecutive months, this lease shall automatically terminate; further said improvements shall be completed on a timely basis thereafter. All such improvements will be subject to approval by appropriate municipal reviewing authorities and the Town's Board of Selectmen.

6. Compliance with Regulations.

Lessee agrees to comply promptly with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, the fire insurance underwriters, and any insurance organizations or associations required by the insurance carrier. Lessee shall be responsible for all fire and other casualty insurance on said premises.

7. Condition of Tenancy.

Lessee acknowledges that said premises are to be used as a recreation center for use as public recreational purposes for the benefit of the citizens of the Town, and the students, faculty and administrative staff of Chebeague Island School, and that no other tenants, subtenants, guests or invitees shall be granted tenancy therein and that breach of this condition shall constitute breach of this lease for which the Town may reclaim immediate possession of the premises; provided, however, that any party in possession pursuant to the collateral assignment contemplated by paragraph 15 hereof shall be permitted to enjoy the tenancy created hereby and shall have all of the rights and obligations of Lessee so long as such party observes all of the conditions of tenancy herein provided. The Town or its agents shall have the right to enter and inspect said premises at all reasonable times to insure that Lessee is in compliance with the terms of this Lease.

8. Taxes and Utilities.

Lessee shall pay electrical, telephone, and all other utilities and services applicable to the demised premises. The Town shall not be liable for any interruption of the same in the demised premises. Lessee shall not pay, or be liable for, real estate taxes, if any, on said premises.

9. Damage and Destruction.

In the event the demised premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by an action of any public authority in consequence of a fire, or damaged or destroyed by other casualty, this Lease shall remain in full force and effect and Lessee may, at its option, either repair or rebuild the demised premises except that Lessee shall not be required to expend in such repair or rebuilding more than the proceeds of insurance, if any, recovered or recoverable, with respect to such damage or destruction; or terminate this Lease.

10. Indemnification, Insurance and Claims of Third Parties.

The Town shall not be responsible for any defect or change of condition in said premises, nor for any damage thereto, nor to any person, nor to goods or things contained therein due to any cause whatsoever and the Lessee will indemnify the Town from any claims, demands, and actions arising in connection with Lessee's use of the property, or the use by any person occupying said premises during the term hereof, or by reason of any breach or non-performance of any covenant herein, or the violation of any law or regulation by the Lessee. Lessee shall maintain a public liability policy of at least \$400,000, or any other amount established by the Maine Tort Claims Act, 14 M.R.S.A. § 8105, as may be amended from time to time, naming the Town as an additional insured, but the Town acknowledges that Lessee is providing public recreation services for the Town and may by this agreement or operation of law be partially benefited by the terms of the Maine Tort Claims Act. Nothing in this provision shall be construed as a waiver of any defenses or immunities that either party may have under the provisions of the Act.

11. Subrogation.

Neither the Town nor Lessee shall be liable to the other or any persons claiming through the other by right of subrogation or otherwise for any damage either to the demised premises, as to the Town, or to the properties, fixtures or improvements of Lessee, as to Lessee, from fire or other casualty usually included in the so-called standard "extended coverage" endorsements as contained in fire insurance policies written in the State of Maine, whether or not said damage was caused by negligence of the Town or Lessee, their respective servants, agents, employees or others.

12. Cancellation.

In case the Lessee should fail to pay the rent within thirty (30) days of when due or if the Lessee fails to perform or observe any of the other covenants contained herein on their part to be observed and performed for thirty (30) days after notice by the Town, (a) the Town may forthwith terminate or cancel this Lease by notifying Lessee, or (b) the Town may forthwith reenter the premises without notice and upon re-entry may let the premises or any part thereof as agent for Lessee. A waiver by the Town of any breach or breaches by the Lessee of any one or more of the covenants or conditions hereof shall not bar or cause the forfeiture of any other rights or remedies of the Town for any subsequent breach by Lessee of any such covenants and conditions.

13. Termination.

If at any time proceedings in bankruptcy, or pursuant to any other act for the relief of debtors, shall be instituted by or against the Lessee, or if the Lessee shall compound Lessee's debts or assign over Lessee's estate or effects for payment thereof, or if any execution shall issue against the Lessee or any of Lessee's effects whatsoever insofar as said execution may relate to the demised premises, or if a receiver or trustee shall be appointed of the Lessee's property, or if this Lease shall by operation of law, devolve upon or pass to any person or persons other than Lessee personally, or if Lessee shall cease to exist as an active Maine not-

for-profit corporation then and in each such cases, the Town may terminate this Lease forthwith by notifying Lessee as herein provided.

14. Eminent Domain.

In the event any part of the real estate contained in said demised premises is taken by eminent domain by any party other than the Town, Lessee shall have the option to terminate this Lease and be relieved of its obligations hereunder. The Town agrees not to exercise its right of Eminent Domain so long as lessee complies fully with the terms hereof.

15. Successors and Assigns.

The conditions, covenants and agreements contained in this Lease to be kept and performed by the parties hereto shall be construed according to Maine law and be binding upon and inure to the benefit of said respective parties, their successors and assigns. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party.

16. Assignment.

This Lease shall not be assignable by Lessee, nor shall the premises be sublet to any other party without the consent of the Town, which consent shall not be unreasonably withheld. However, the Town consents to Lessee subletting the improvements constructed upon this ground lease to Chebeague Island School or to the Town in furtherance of public recreational purposes.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

INHABITANTS OF THE  
TOWN OF CHEBEAGUE ISLAND

By: \_\_\_\_\_  
Print Name

Its \_\_\_\_\_

LESSEE  
CHEBEAGUE RECREATION CENTER, INC.

By: \_\_\_\_\_  
Print Name

Its \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2017

Then personally appeared the above named \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the Inhabitants of the Town of Chebeague Island and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Inhabitants of the Town of Chebeague Island.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

Print name: \_\_\_\_\_

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 2017

Then personally appeared the above named \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of the Chebeague Recreation Center, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said Chebeague Recreation Center, Inc.

Before me,

\_\_\_\_\_  
Attorney at Law/Notary Public

Print name: \_\_\_\_\_

35862  
QUITCLAIM DEED WITHOUT COVENANT  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 51, a body corporate and politic, located in Cumberland and North Yarmouth, Cumberland County, Maine (the "Grantor"), for consideration paid, releases to the INHABITANTS OF THE TOWN OF CUMBERLAND, a body corporate and politic located in the Town of Cumberland, County of Cumberland and State of Maine (the "Grantee"), whose mailing address is 12 Drowne Road, P.O. Box 128, Cumberland, Maine 04021, a certain lot or parcel of land located on Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point at the intersection of the northeasterly side of School House Road and the southeasterly side of the North Road;

Thence N 52° 28' 36" E along the southeasterly side of North Road a distance of 303', more or less, to a capped iron pin marked #1183 located at land now or formerly of Ethel Binette as recorded in the Cumberland County Registry of Deeds in Book 9404, Page 68 and as shown on an unrecorded plan entitled "Standard Boundary Survey, Chebeague Island, Martha Newcomb Estate for Raymond Newcomb, Executor" by Daniel LaPoint, dated December 2, 1988;

Thence S 61° 21' 16" E by said land now or formerly of Binette a distance of 170.92' to land of the Grantor and a capped iron pin marked #1183;

Thence S 36° 33' 42" W by land of the Grantor a distance of 20.00' to a point;

Thence S 31° 24' 32" W through land of the Grantor a distance of 288', more or less, passing 35' from the most northerly corner of the Chebeague Island School to a point on the northeasterly side of School House Road;

Thence N 55° 12' 00" W along the northeasterly side of the School House Road a distance of 278', more or less, to the point of beginning.

The above-described premises contains approximately 66,147.6 square feet.

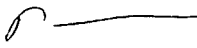
Reference is made to a plan showing the above-described premises entitled "Concept Plan of Chebeague Island Recreation Center" prepared by Bruce R. Bowman, Inc. dated November 12, 1995, revised April 25, 1996 (the "Bowman Plan").

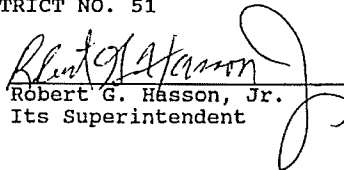
proceeding of any kind by the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the said MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 51 has caused this instrument to be sealed with its seal and signed in its corporate name by Robert G. Hasson, Jr., its Superintendent, thereunto duly authorized, this 24<sup>th</sup> day of June, 1996.

WITNESS:

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 51

  
\_\_\_\_\_

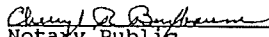
By:   
Robert G. Hasson, Jr.  
Its Superintendent

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

June 24, 1996

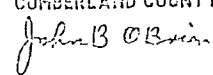
Personally appeared the above-named Robert G. Hasson, Jr., Superintendent of Maine School Administrative District No. 51, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Maine School Administrative District No. 51.

Before me,

  
\_\_\_\_\_  
Notary Public  
Attorney At Law

CHEYL R. BUXBAUM  
NOTARY PUBLIC, MAINE  
BY COMMISSION EXPIRES NOVEMBER 23, 2000  
\_\_\_\_\_  
Type or Print Name

72522.1

RECEIVED  
RECORDED REGISTRY OF DEEDS  
96 JUL -1 AM 10:45  
CUMBERLAND COUNTY  




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## Drainage Easements Strategic Plan

The Town has a right and an obligation to maintain drainage system related to the road system. The primary purpose of these systems is to protect the road system by keep the water out of the road bed to the extent possible.

On Chebeague the water in these ditches is often headed to the ocean and to get there it may have to travel over one or more private properties. This section establishes a strategy to address capital investments in drainage projects that involve private property.

In a memorandum from the Town attorney (Anne M. Torregrossa of Brann & Isaacson) to the Town Administrator dated 9/21/2015 the following basic principles are enumerated:

- *First, as to what the Town's rights are, if the project is to address the drainage from a public road, even if you need to access private property, the Selectmen have the right to do that. If the project is to address the drainage from a private road, even if it is an extension of the public road, the Town may not use public funds to do that. As I recall, you were going to inquire about the "public stairway," which might put a wrinkle in this.*
- *Second, as to obligations, if the Town installed the ditches and culverts, it has the obligation to maintain them. If the flooding is due to a failure of the Town-owned culvert, it must be repaired. However, if the flooding is due to a privately installed culvert, the Town has no obligations. Additionally, if it is a Town-owned culvert, and was simply inadequate to deal with the water flow, the Town is not required to upgrade the system.*
- *Third, as to potential liability if the property owners sued, the Town would likely be immune under the Maine Tort Claims Act for any claim of trespass or nuisance as a result of the water flow. [edit out case specific reference] Additionally, if the drainage has been constant for the past 25 [MMA implies 20 years] years, and it was the result of a Town-owned system, the Town has likely obtained a prescriptive drainage easement where the water flows.*
- *Finally, if the Board does decide to do the work, they should obtain easements from all of the property owners affected. If they are unable to obtain the easements, they could take them by eminent domain, but that's probably not a direction they want to go.*

Reasons to obtain an easement:

1. Clarifies future rights and responsibilities.
2. The Town needs to demonstrate right, title and interest in properties involved in the project to obtain any required permits.

The Board of Selectmen will accept requests to add a specific project to the capital plan if the following criteria are met:

1. The Property owner(s) have drafted easement language that allows water to flow from a point connecting to an existing town drainage system to a second point connecting directly to another existing town drainage system, or to the sea.
2. The project benefits the public good in one of the following areas:
  - a. Protects the environment (erosion, silt deposition, etc.)
  - b. Protects or Improves the road system.

If the project is accepted into the capital plan then it evaluated for funding with all the other capital projects under section 8 of this document.

Sample Drainage Easement (Source: Maine Municipal Association)

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_ and \_\_\_\_\_, of the Town/City of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine (hereinafter the "Grantor(s)"), for valuable consideration, the receipt of which is hereby acknowledged, do grant unto the Town/City of \_\_\_\_\_, a municipal corporation situated in \_\_\_\_\_ County, State of Maine with a mailing address of \_\_\_\_\_, Maine \_\_\_\_\_ (hereinafter the "Grantee"), and its successors and assigns forever, the following easement over land owned by Grantor(s) and situated on the \_\_\_\_\_ side of the \_\_\_\_\_ road in the Town/City of \_\_\_\_\_, which easement is more particularly described as follows:

(Here insert description of the property.) (hereinafter, the "Easement")

Drainage rights: \*\*

Together with the perpetual right to enter with people and machines onto the Easement and onto land adjoining the Easement to construct, repair and maintain the Easement; to install, lay, repair, relay, maintain and replace pipes and appurtenances in, on or under the Easement; and to construct, repair and maintain any and all necessary culverts and ditches leading to and from the Easement. Grantee agrees that upon completion of construction of the drainage ditches, culverts, pipes and appurtenances in, on or under said Easement, it shall place topsoil and seed upon the Easement and shall restore the property to that condition following any repair or maintenance it may perform thereafter on the ditches, culverts, pipes and appurtenances in, on or under the Easement. Grantors also reserve the right to use the Easement so long as they do not interfere with Grantee's use of the Easement.

The herein described Easement being over and across the land of Grantor(s) as acquired by Warranty Deed dated \_\_\_\_\_, \_\_\_\_\_ and recorded in the \_\_\_\_\_ County Registry of Deeds, Book \_\_, Page \_\_\_\_\_.

IN WITNESS WHEREOF, the said Grantor(s), \_\_\_\_\_ and \_\_\_\_\_ have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Grantor

STATE OF MAINE  
County of \_\_\_\_\_, ss.

Date: \_\_\_\_\_, \_\_\_\_\_

Personally appeared before me the above-named \_\_\_\_\_ and \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
(print name)

**(Note: \*\* This space should contain the particular language needed for your drainage situation; for example, culvert extension, open drainage channel, etc.)**

RECEIVED JUN 30 2017 *MB*

~~RECEIVED JUN 29 2017~~

**Richard N. Hubbell  
274 W Main St.  
Yarmouth, ME 04096**

June 26, 2017

Board of Selectmen  
Town of Chebeague Island  
192 North Rd  
Chebeague Island, ME 04017

Re: Capps Road Drainage Project

Dear Board of Selectmen:

Thanks you for the opportunity to meet with you on June 14, 2017 to continue our discussions on the Capps Road drainage issue. While we have not yet reached a final agreement on the funding details for the remediation of the drainage problems, I appreciate that we all seem to be working toward a solution, perhaps including spreading the project over more than one year. As I understand the meeting, Bo Beaupré will be working with Marjorie and the DEP to develop an understanding of what permitting will be required, with an eye toward using some of this year's road budget to start the project. I have been tasked with creating an easement that would allow the Town of Chebeague Island to construct the project.

Regarding your work on the permitting issues, I should have noted at the meeting that you might want to include in your work input from Peter Maher, since he has had experience in similar projects and has an idea of what will be involved for this work. If there is any cost incurred with his involvement, I would be willing to pay for up to 2 hours of his time at this point.

Regarding the easement, I have asked Scott Anderson to draft an easement which I will review with the involved abutters. I hope to be able to present a draft easement to you by August for your review. I look forward to learning what you find regarding the permitting process. Perhaps we will be able to meet in August to review our progress and continue our

Sincerely,



Richard Hubbell

cc: Peter Maher