

**Board of Selectmen Meeting Notice,
January 23, 2019**

**The Board of Selectmen will hold a Meeting/Budget Workshop on Wednesday,
January 23, 2019 at the Chebeague Island Hall at 6:00PM**

I. Call Public Meeting to Order

II. Public Comment for items not on the agenda

III. Regular Business

18-162 **To review and approve a warrant for a Special Town Meeting**

To hold a Special Town Meeting to consider granting a permanent easement to certain property owners at Division Shores to allow them to do a shore stabilization project.

18-163 **To consider forming an ad-hoc committee to address common interests between the Town and CTC**

IV. Budget Workshop

- First Draft of budget presented & Capital Expenditures I

V. Communications

VI. Review and approve prior meeting minutes of January 09, 2019

VII. Approval of Expense Warrant(s)

VIII. Other Business

IX. Adjourn Meeting

SPECIAL TOWN MEETING WARRANT

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

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Chebeague Island in the County of Cumberland, State of Maine, qualified by law to vote in town affairs, to meet at the Chebeague Island Community Center, 247 South Road, Chebeague Island, Maine on Wednesday, February 13, 2019 at 6 o'clock in the evening, then and there to act upon the following Articles, numbered 1 through 4:

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

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

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

Article 3: To see if the Town will vote to authorize the Board of Selectmen to grant an easement to Vicki H. Emery and Clifton W. Emery for the purpose of certain erosion control and remediation measures, including but not limited to the removal of soil overhang and small trees and bushes, temporary placement of silt fencing and hay bales, and the construction and maintenance of certain permanent improvements, including but not limited to riprap wall and vegetative plantings to control erosion and stabilize the beaches, dunes and land, which work will be done in accordance with a permit issued by the Maine Department of Environmental Protection and any requirements of Town's ordinances, as well as for the maintenance of existing stairs from the Emery property to the beach, as more particularly described in the attached easement deed.

Article 4: To see if the Town will vote to authorize the Board of Selectmen to grant an easement to Jonathan Edward Greenleaf and Karen Greenleaf for the purpose of certain erosion control and remediation measures, including but not limited to the removal of soil overhang and small trees and bushes, temporary placement of silt fencing and hay bales, and the construction and maintenance of certain permanent improvements, including but not limited to riprap wall and vegetative plantings to control erosion and stabilize the beaches, dunes and land, which work will be done in accordance with a permit issued by the Maine Department of Environmental Protection and any requirements of Town's ordinances, as well as for the maintenance of existing stairs from the Greenleaf property to the beach, as more particularly described in the attached easement deed.

Article 5: To adjourn this Special Town Meeting.

Given onto to our hands, this 23th day of January, 2019 at Chebeague Island, Maine.

Chebeague Island Board of Selectmen

Herbert Maine, Chair

David Hill

Jean-Louis Beaupre

Mark Dyer

John Corson, Jr.

A True Copy

Attest:

Town Clerk
Town of Chebeague Island

Date

RETURN ON THE WARRANT

Chebeague Island, Maine

February ____, 2019

Pursuant to the within warrant to me directed, I have notified and warned the inhabitants of said Town, qualified as herein expressed, to meet at said time and place, and for the purposes therein named, by posting an attested copy of said warrant at: Chebeague Island Town Office, Chebeague Island Hall Community Center, Chebeague Island Library, Chebeague Island Recreation Center, Island Market, Chandlers Cove Landing, and the Chebeague Transportation Company vessel "Islander", being public and conspicuous places in said Town, on the _____ day of February, 2019, being at least seven days before the meeting.

Resident of Chebeague Island

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") dated as of January __, 2019, is by and between the **INHABITANTS OF THE TOWN OF CHEBEAGUE ISLAND**, a Maine municipal corporation, with a mailing address of 192 North Road, Chebeague Island, Maine 04017, as successor-in-interest to the **TOWN OF CUMBERLAND**, a Maine municipal corporation ("Grantor"), and **VICKI H. EMERY and CLIFTON W. EMERY**, individuals with a mailing address of 36 Bar Point Road, Chebeague Island, Maine 04017 ("Grantee"). Grantor and Grantee are jointly referred to herein as Parties. Unless expressly provided otherwise herein, the terms "Grantor" and "Grantee" are intended to include the Parties and their respective heirs, successors and assigns.

RECITALS

A. Grantor, as successor-in-interest to the Town of Cumberland, owns a certain parcel of land located on Chebeague Island, Cumberland County, Maine (the "Town Parcel"), which the Town of Cumberland acquired by virtue of that certain deed from Munroe H. Hamilton, dated August 25, 1976, and recorded in the Cumberland County Registry of Deeds in Book 4570, Page 338, which parcel runs along the mean high water line of Casco Bay.

B. Grantee is the owner of certain property, adjacent to the Town Parcel, by virtue of that certain deed of John M. Hamilton and Richard S. Sparrow, Executors of the Will of Munroe H. Hamilton, dated October 5, 1990, and recorded in said Registry of Deeds in Book 9335, Page 69 (the "Emery Parcel").

C. Tidal flow of Casco Bay has eroded the shoreline in the vicinity of the Town Parcel and the Emery Parcel. Grantee is holder of that certain Maine Department of Environmental Protection (the "DEP") Permit # _____, approving certain erosion control and remediation measures, including but not limited to the removal of soil overhang and small trees and bushes, temporary placement of silt fencing and hay bales, and the construction and maintenance of certain permanent improvements, including but not limited to a riprap wall and vegetative plantings (the "Improvements") to control erosion and stabilize the beaches, dunes and land abutting and/or upon the Emery Parcel (the "Permit"), a portion of which Improvements may be located on the Town Parcel.

D. In order to construct and maintain the Improvements, as provided for in the Permit, Grantee wishes to obtain an easement from Grantor over the Town Parcel for the Improvements and for the existing stairs from the Emery Parcel to the beach (the "Stairs"), to the extent the Improvements or the Stairs are located on the Town Parcel.

E. Grantor is willing to grant such an easement to Grantee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, subject to the conditions and limitations set forth herein, the perpetual right and easement (the “Easement”) to construct, maintain, repair and replace the Improvements on, under and through the Town Parcel in substantially the same area and in the same form as generally depicted on that certain Shoreline Stabilization Plan, prepared by Waterman Marine Corporation, dated October 24, 2018, and attached hereto and made a part hereof as **Exhibit A**, and to maintain, repair and replace the Stairs, together with the right and easement for ingress and egress over and across the Town Parcel, with persons and equipment, for the purpose of access to the shoreline to construct, maintain, repair and replace the Improvements and maintain, repair and replace the Stairs, as generally depicted on **Exhibit A**, attached hereto and made a part hereof, and right to (collectively, the “Easement Area”).

2. The Parties further agree that the rights and easements hereunder provided are expressly subject to the following conditions and restrictions:
 - A. Entry upon the Town Parcel and use of the Easement Area shall be at the entrant’s sole risk, and Grantee, and its successors and assigns, hereby agree to indemnify, release and hold Grantor harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, reasonable court costs and/or fees and defense costs related to any enforcement action, litigation or alternative dispute resolution and reasonable attorneys’ fees, incurred as a result of, arising from, or in connection with its use of the Easement Area, except to the extent such liability, loss, cost, damage or expense, including, without limitation, court costs and/or fees related to litigation or alternative dispute resolution and attorneys’ fees, were the result of Grantor’s willful misconduct or gross negligence.

 - B. Grantor hereby acknowledges and agrees that Grantee, in order to construct, maintain, repair and replace the Improvements, may obtain certain permits and approvals for the Improvements, including but not limited to from the DEP and Town of Chebeague Island, and hereby agrees to cooperate with Grantee in obtaining said permits and approvals, and to act in accordance with said permits and approvals.

3. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and the provisions herein shall be covenants running with the land. This Easement may be executed in any number of counterparts and, upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument. This Agreement shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, this Easement Agreement has been executed by the parties to be effective as of the date set forth in the first paragraph hereof.

Signature pages to follow.

GRANTOR:

WITNESS

**THE INHABITANTS OF THE TOWN OF
CHEBEAGUE ISLAND**

By: _____
Name: _____
Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On _____, 2019, personally appeared the above-named
_____, _____ of the Town of Chebeague Island, a Maine municipal
corporation, and acknowledged the foregoing to be his/her free act and deed in his/her said
capacity and the free act and deed of said Town.

Before me,

Maine Attorney at Law/Notary Public
Printed Name:
My Commission Expires:

GRANTEE:

WITNESS

Vicki H. Emery

Clifton W. Emery

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

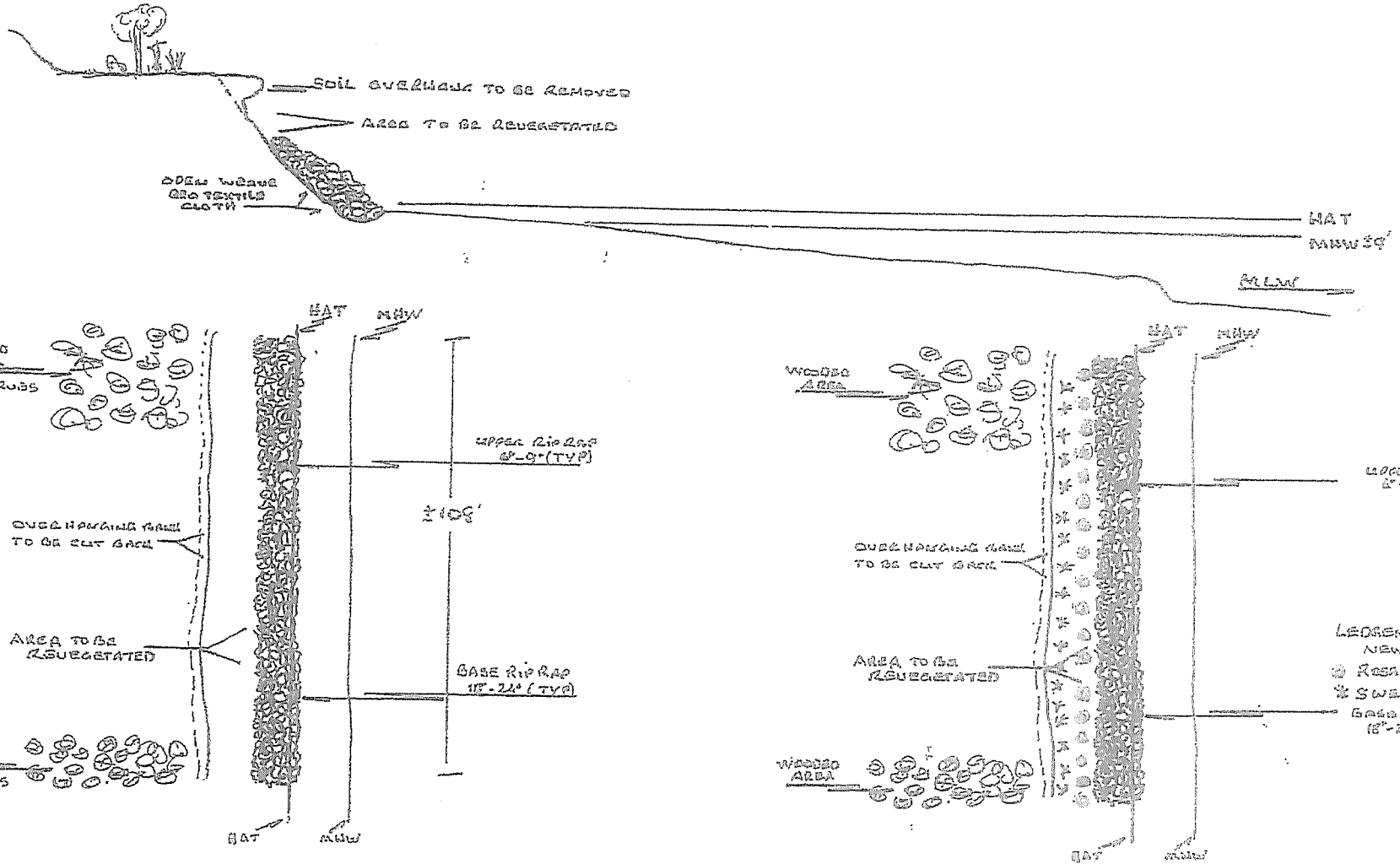
On _____, 2019, personally appeared the above-named Vicki H. Emery and Clifton W. Emery and acknowledged the foregoing to be their free act and deed.

Before me,

Maine Attorney at Law/Notary Public
Printed Name:
My Commission Expires:



WATERMAN MARINE CORPORATION Custom Docks, Ramps & Flood Systems, Erosion Control Remediation



Easement Agreement
Exhibit A

Application of Clifton & Vicki Emery
Shoreline Stabilization Plan
Planting Plan

10/24/18

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") dated as of January __, 2019, is by and between the **INHABITANTS OF THE TOWN OF CHEBEAGUE ISLAND**, a Maine municipal corporation, with a mailing address of 192 North Road, Chebeague Island, Maine 04017, as successor-in-interest to the **TOWN OF CUMBERLAND**, a Maine municipal corporation ("Grantor"), and **JONATHAN EDWARD GREENLEAF and KAREN GREENLEAF**, individuals with a mailing address of 17 Sherman Street, Cambridge, Massachusetts 02138 ("Grantee"). Grantor and Grantee are jointly referred to herein as Parties. Unless expressly provided otherwise herein, the terms "Grantor" and "Grantee" are intended to include the Parties and their respective heirs, successors and assigns.

RECITALS

A. Grantor, as successor-in-interest to the Town of Cumberland, owns a certain parcel of land located on Chebeague Island, Cumberland County, Maine (the "Town Parcel"), which the Town of Cumberland acquired by virtue of that certain deed from Munroe H. Hamilton, dated August 25, 1976, and recorded in the Cumberland County Registry of Deeds in Book 4570, Page 338, being a portion of the property conveyed by said deed, which Town Parcel runs parallel to and along the mean low water line of Casco Bay.

B. Grantee is the owner of certain property, adjacent to the Town Parcel along its northerly boundary, by virtue of that certain deed of Alice Mellin, dated December 28, 2015, and recorded in said Registry of Deeds in Book 32829, Page 74 (the "Greenleaf Parcel").

C. Tidal flow of Casco Bay has eroded the shoreline in the vicinity of the Town Parcel and the Greenleaf Parcel. Grantee is holder of that certain Maine Department of Environmental Protection (the "DEP") Permit # _____, approving certain erosion control and remediation measures, including but not limited to the removal of soil overhang and small trees and bushes, temporary placement of silt fencing and hay bales, and the construction and maintenance of certain permanent improvements, including but not limited to a riprap wall and vegetative plantings (the "Improvements") to control erosion and stabilize the beaches, dunes and land abutting and/or upon the Greenleaf Parcel (the "Permit"), a portion of which Improvements may be located on the Town Parcel.

D. In order to construct and maintain the Improvements, as provided for in the Permit, Grantee wishes to obtain an easement from Grantor over the Town Parcel for the Improvements and for the existing stairs, which consist of two flights of stairs connected by a deck, from the Greenleaf Parcel to the beach (collectively the "Stairs"), to the extent the Improvements or the Stairs are located on the Town Parcel.

E. Grantor is willing to grant such an easement to Grantee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns, subject to the conditions and limitations set forth herein, the perpetual right and easement (the "Easement") on, over, under, on and through the Town Parcel in order to construct, maintain, repair and replace the Improvements on the Town Parcel in substantially the same area and in the same form as generally depicted on that certain Shoreline Stabilization Plan, prepared by Waterman Marine Corporation, dated October 24, 2018, and attached hereto and made a part hereof as **Exhibit A**, and to maintain, repair and replace the Stairs, together with the right and easement for ingress and egress over and across the Town Parcel, with persons, machines, vehicles and equipment, to construct, maintain, repair and replace the Improvements and maintain, repair and replace the Stairs, as generally depicted on **Exhibit A**, attached hereto and made a part hereof (collectively, the "Easement Area").
2. The Parties further agree that the rights and easements hereunder provided are expressly subject to the following conditions and restrictions:
 - A. Entry upon the Town Parcel and use of the Easement Area shall be at the entrant's sole risk, and Grantee, and its successors and assigns, hereby agree to indemnify, release and hold Grantor harmless from and against any and all liability, loss, cost, damage or expense, including, without limitation, reasonable court costs and/or fees and defense costs related to any enforcement action against the Town by any County, State or Federal agency arising from the installation of the Improvements, litigation or alternative dispute resolution and reasonable attorneys' fees, incurred as a result of, arising from, or in connection with its use of the Easement Area, except to the extent such liability, loss, cost, damage or expense, including, without limitation, court costs and/or fees related to litigation or alternative dispute resolution and attorneys' fees, were the result of Grantor's willful misconduct or gross negligence.
 - B. Grantor hereby acknowledges and agrees that Grantee, in order to construct, maintain, repair and replace the Improvements, may obtain certain permits and approvals for the Improvements, including but not limited to from the DEP and Town of Chebeague Island, and hereby agrees to cooperate with Grantee in obtaining said permits and approvals, and to act in accordance with said permits and approvals.
3. This Easement Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and the provisions herein shall be covenants running with the land. This Easement may be executed in any number of counterparts and, upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and as if the Parties had signed the same instrument. This Agreement shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, this Easement Agreement has been executed by the parties to be effective as of the date set forth in the first paragraph hereof.

GRANTOR:

WITNESS

**THE INHABITANTS OF THE TOWN OF
CHEBEAGUE ISLAND**

By: _____
Name: _____
Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

On _____, 2019, personally appeared the above-named _____, _____ of the Town of Chebeague Island, a Maine municipal corporation, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of said Town.

Before me,

Maine Attorney at Law/Notary Public
Printed Name:
My Commission Expires:

Signature pages continue on following page.

GRANTEE:

WITNESS

Jonathan Edward Greenleaf

Karen Greenleaf

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

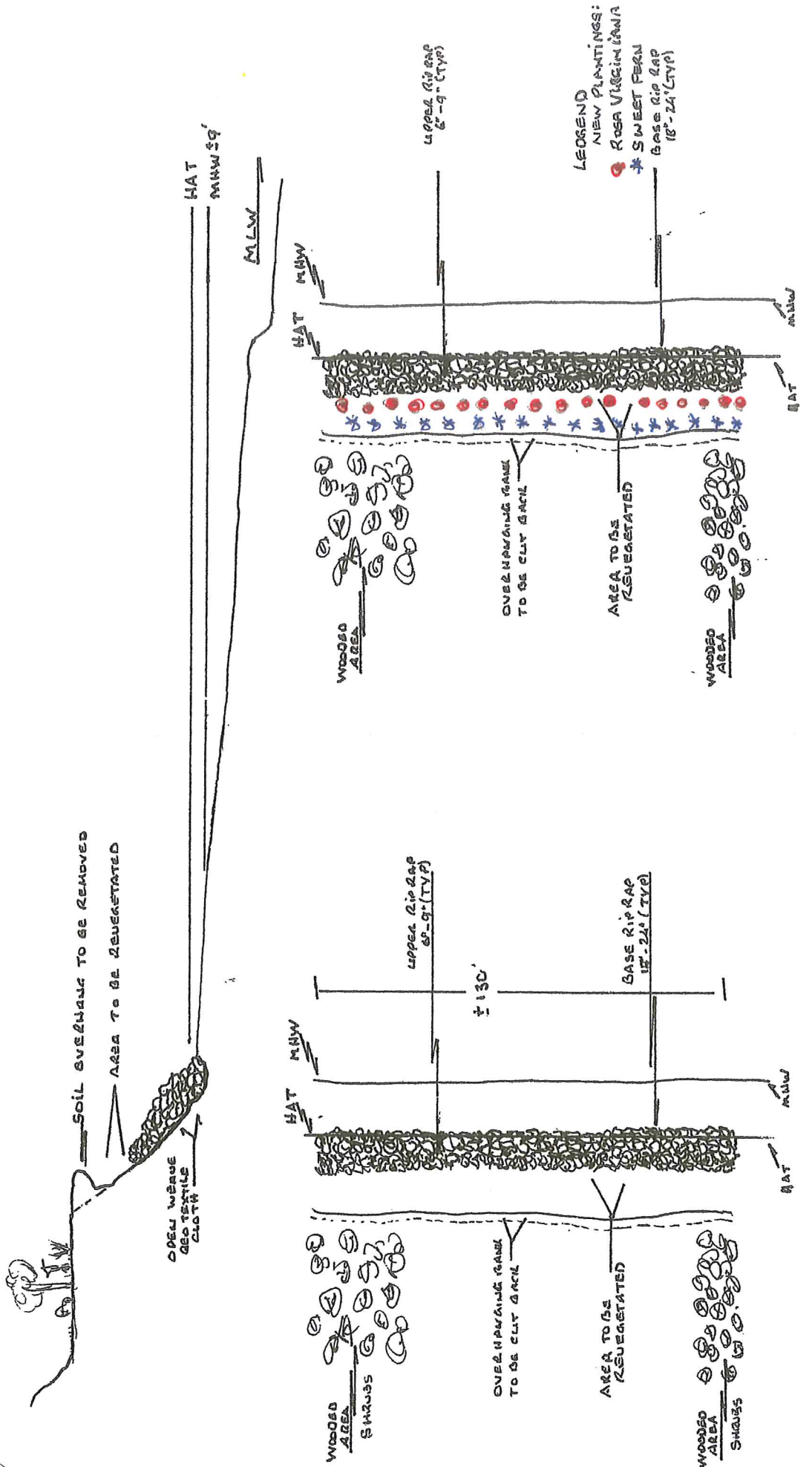
On _____, 2019, personally appeared the above-named Jonathan Edward Greenleaf and Karen Greenleaf and acknowledged the foregoing to be their free act and deed.

Before me,

Maine Attorney at Law/Notary Public
Printed Name:
My Commission Expires:

**EASEMENT AGREEMENT
EXHIBIT A**

[INSERT SHORELINE STABILIZATION PLAN AND PLANTING PLAN]



Application of Jonathan & Karen Greenleaf
Shoreline Stabilization Plan
Planting Plan

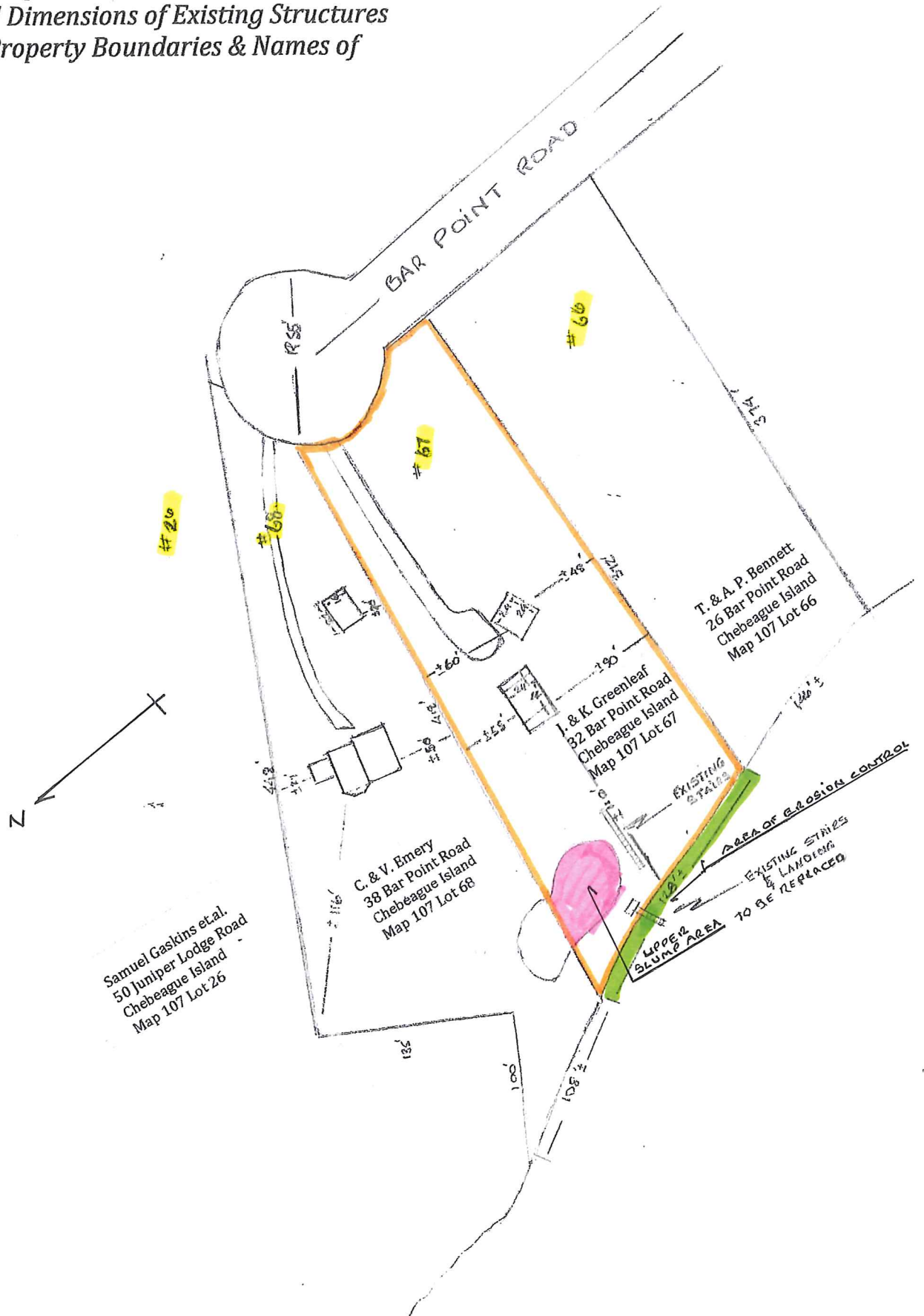
10/23/18

Jonathan & Karen Greenleaf Application
32 Bar Point Road, Chebeague Island, ME

Plan Showing:

- Location of Proposed Activity
- Location and Dimensions of Existing Structures
- Location of Property Boundaries & Names of Abutters

10/22/18



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

Phone: 207-846-3148

townofchebeague@chebeague.net

Fax-207-846-6413

To: Chebeague Transportation Company Committee
From: Board of Selectmen
Date: 01/23/2019
RE: The formation of the Chebeague Transportation Company Committee

PURPOSE AND AUTHORITY

The purpose of the Ad-hoc Chebeague Transportation Committee (The Committee) is to carry out the work outlined in this memorandum and advise the Board of Selectmen and the Chebeague Transportation Company (CTC) Board of Directors in these matters. The committee is formed by the Board of Selectmen (The Board) pursuant to 30-A M.R.S.A. § 3001.

DEFINITIONS

Facility: Infrastructure such as parking areas, ramps, floats and other structures used by CTC patrons and the public. The ferry and CTC owned vessels are not included.

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 four members who shall serve without compensation and shall be appointed by the municipal officers such that the committee has the following representation:
 - a. Two members of the Board of Selectmen,
 - b. Two members of the Chebeague Transportation Company's Board of Directors,
- c) **Appointment.** The Committee shall be appointed by the Board. Appointments may be terminated without cause by a majority vote of the Board.
- 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

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

Phone: 207-846-3148

townofchebeague@chebeague.net

Fax-207-846-6413

submit the records to the Town Clerk and the CTC Business Manager. 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, town staff and CTC staff** shall cooperate with and provide the Committee with such information as may be reasonably necessary and available to enable it to carry out its tasks. 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) Work to improve communication and coordination between the Board and the Chebeague Transportation Company Board of Directors (CTC) in order to benefit the public,
- b) Review all agreements between the Board and CTC and make recommendations if changes are advisable,
- c) Identify facility improvements or upgrades that address:
 - a. Public Safety,
 - b. Emergency Response,
 - c. Access and mobility (dredging, parking, float tie-up, moorings etc.)
 - d. Other mutual interests.
- d) Identify operational practices that are relevant to the Board and CTC such as:
 - a. Ferry run schedules, cancelation criteria and notices,
- e) Identify other overlapping areas of interest and recommend policy statements or actions to the Board and CTC that are complimentary, work in harmony and benefit the Chebeague community,

AUTHORITY OF THE COMMITTEE

The Committee's authority shall be advisory only. All reports and other communications will be sent (or copied to) both to the Board and CTC.