

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

Phone: 207-846-3148

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Fax-207-846-6419

DRAFT 20190221

Memorandum

To: Chebeague Island Coastal Waters Commission (CWC)
From: The Board of Selectmen (The Board), Chebeague Island
Cc: Marjorie Stratton, Town Administrator
Re: A request from CTC regarding ramp upgrades
Date: 2/27/2019

The Board of Select received a request from CTC as early as February of 2018 asking the Town to install two 80' boat ramps to replace the 40' ramps on each end of the ferry run. The Board agreed to consider the request.

Funds for such a project would come from reserve account 9020 (Floats & Gangways). According to the Capital Plan this account is available for "Construction and replacement of floats and gangways at Cousins Island, Stone Wharf, and Chandler's Cove. Not used for repair or maintenance." And current has a balance of about \$32,000.

The Board has created a new document for capital planning and this is our first year using the document. The document contains a table of active projects which may be competing for funds such as the 9020 reserve account. The Ramp upgrade holds a place on that table indicating that the Board is considering it as an independent project for capital planning. No prioritization, funding or schedule has been established.

The Board has also learned of Cumberland's Broad Cove wharf project and has received information from Cumberland. The project is just getting underway and is expected to be complete in May. To the best of our knowledge it is the first installation of an 80' ramp in Casco Bay. The Town Office has plans and costs estimates as provided by Cumberland.

We are aware that the Town Administrator regularly attends CWC meetings and has kept you informed of the request and we are also aware that you have discussed the topic in meetings sometimes with CTC participation therefore, this memo doesn't summarize the discussion of include any backup material. A table at the end of this memorandum lists relevant documentation that you may request from the Town Office if you don't already have it.

The Board would appreciate CWC consideration of the following questions:

1. Does CWC recommend an engineering study as a next step for this project?
2. If an engineering is warranted, does the document titled "Chebeague Transportation Company general recommendations for public access improvements on ramps and

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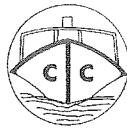
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floats at Cousins Island and Stone Wharf", submitted by CTC at your 2/14/2019 meeting, provide adequate specification for such a study?

3. Does CWC have a recommendation as to sole sourcing or RFP process for the engineering study?

2/16/2018	Undated memo: 2018 Chebeague Island Capital Budgeting, CTC request to install 80-foot gangways. Includes a quote from Superior Docks (Ellsworth)	emailed to BoS by John Rent on 2/16/2018
9/6/2018	Memo: Safe Access to the Floats at Cousins and Chebeague Islands	CTC Board of Directors
12/5/2018	Custom Floats Proposal	Matthew Ridgway
12/07/2018	Memo: CTC Safety Policy	CTC Executive Committee (Rent, Eaton, Stranahan)
2/14/2019	Chebeague Transportation Company general recommendations for public access improvements on ramps and floats at Cousins Island and Stone Wharf	Emailed to Bos and CWC chair by Carol Sabasteanski < csabasteanski@gmail.com >



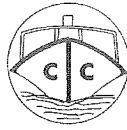
Chebeague Transportation Company general recommendations for public access improvements on ramps and floats at Cousins Island and Stone Wharf

CTC met with Custom Floats to request a proposal for adjustments at both the Stone Wharf and the Cousins Island facilities that would improve the safety of access to the floats. (Their recommendation is attached). CTC also reviewed the proposal by Collins Engineering for modifications at the Stone Wharf. Finally, CTC spoke with several ferry companies nationally and with attorneys regarding safe access. ADA compliance is a major concern. At this point, our understanding is that 80-foot ramps are acceptable for ADA purposes. Following are CTC's comments and recommendations for modifications. *However, it should be understood that these are broad recommendations and an engineering firm should be engaged to provide a specific plan. It also should be noted that there is a good possibility that grants could be obtained because this is an ADA-related project.*

Recommendations

➤ Cousins Island

- Installation of a 5' by 80' ramp (Custom Floats) or 2 4' by 80" ramps (Collins Engineering) *
- Timber piled landing to support this new ramp, as shown in Custom Floats Services (CFS) concept drawing on Sheet 1
- CTC does not recommend the installation of an additional float as shown on Sheet 1 CFS's concept drawing as this would interfere with ferry operations in two ways:
 - When the ferry is pivoting
 - When the ferry has to land on the east face of the float
- CTC has no opinion on punt tie up facilities shown on Sheet 2 of CFS's concept drawing other than the town should ensure that punt tie ups do not interfere with ferry operations. As shown, the layout on Sheet 2 appears to be acceptable.
- 20' by 40' float with 2 bollards located on the Western and Eastern end of the face of the float at the same span as the existing float currently in use, along with an additional bollard centered on the same face between the two and another on the North East corner
 - This larger float setup better facilitates a safer landing as well as increasing the capacity for freight and passengers
 - *This larger float is not required to facilitate 80' ramps or any of CTC's vessels. However, if the current float is used, CTC recommends the installation of the center bollard on the current float for safer landings.*



➤ **Stone Wharf**

- Installation of a 5' by 80' ramp (Custom Floats) or 2 4' by 80" ramps (Collins Engineering) *
- Timber piled landing to support this new ramp as shown on Sheet 3 of CFS's concept design
- CTC does not recommend installing additional punt tie up facilities as shown on Sheet 3 of CFS's concept design as it appears such facilities would interfere with ferry operations when the ferry is pivoting.
- 20' by 40' float with 2 bollards located on face of the float at the same span as on the existing float currently in use along with one centered on the face
 - This larger float setup better facilitates a safer landing as well as increasing the capacity for freight and passengers
 - *This larger float is not required to facilitate 80' ramps or any of CTC's vessels. However, if the current float is used, CTC recommends the installation of the center bollard on the current float for safer landings.*

*If the Town elects to install 2 ramps (Collins), the configuration would likely change and costs would be higher.

Costs

Based upon the recommendations from Custom Floats, the cost of modifications to accommodate an 80-foot ramp at both facilities would be as follows:

Cousins Island	Gangway	\$40,000
	New landing	\$25,000
	Move pilings	\$25,000
Chebeague	Gangway	\$40,000
	New landing	\$30,000
Total	Without new larger floats	\$160,000
	Two new 20'x40' floats	\$130,000 (CTC estimate)

Note: Costs do not include adding a center bollard at both locations.

Town of Chebeague Island – Board of Selectmen Policy Statements
Coastal Water Rules and Regulations

8. Cousins Island Float System

Float	Length Restriction	Fee applic	Time Restriction	
Chebeague	<u>Per interlocal agreement</u> <u>Up to 17'</u>	No	<u>Per interlocal agreement</u> <u>At the discretion of the Chebeague Harbor Master</u>	The float at Cousins Island owned by the Town of Chebeague Island may be used by vessels other than those operated by the Primary Ferry Provider, provided that they: (a) do not violate any of the conditions imposed by local law or interlocal agreement and (b) do not interfere with the aforementioned operations of the Primary Service Provider. The face of the float may not be used for berthing. <u>The float is not intended to serve as a primary berth for any vessel.</u>

9. Chandler’s Cove Wharf Float System

The wharf structure at Chandler’s Cove is controlled by the State of Maine Department of Transportation. The Town of Chebeague Island is authorized to maintain a series of floats off the North side of the wharf.

Float	Length Restrictions	Fee applies	Time Restriction	
A-East	up to 17'	No <u>Yes</u>	None	Bow line tie up only.
A-West	None: Loading/Unloading	No	fifteen (15) minutes during any continuous four hour period	
B- East	up to 17'	No <u>Yes</u>	None	Bow line tie up only.
B- West	None: Transient	No	fifteen (15) minutes during any continuous four hour period	
C-East	up to 17'	No <u>Yes</u>	None	Bow line tie up only.
C- West	None: Transient	No	fifteen (15) minutes during any continuous four hour period	
C- North	up to 17'	No <u>Yes</u>		

a) Exceptions

Vessels used by public utilities or emergency response shall be exempt from restrictions in this section for the Town float system at Chandler’s Cove Wharf.

b) Float Surface

Except for Loading and Unloading, it shall be unlawful for any person to place, or cause to be placed, any vessel, lobster trap, or any other gear or object on the deck or surface of any float or parking area for storage, drying, repair, or any other purpose.

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MEMO

To: Board of Selectmen
From: Marjorie E. Stratton, Town Administrator
Date: February 27, 2019
Re: Funding for Chipping / Grinding at Brush Dump

Possible Funding:

Contingency – Balance of \$11,800

Solid Waste-Hazardous Waste – Balance of \$6,344

Solid Waste-Landfill Monitoring – Balance of \$2,558

I would suggest expending the funds out of our Solid Waste budget and transferring the balance of the contingency to Solid Waste.

Thank you,

Marjorie

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MEMO

To: Board of Selectmen
From: Marjorie E. Stratton, Town Administrator
Date: February 27, 2019
Re: Property Tax Relief for Maine Residents

Attached is a document from the Maine Municipal Association that describes the various programs for property tax relief. This issue was brought forward at the request of Jane Frizzell.

About half-way down the page is the beginning a section about "additional local options".

As noted at the end of the document, there is no State funding for any of these local options. We printed the registered voter list for individuals between 70 and 100 years of age. We came up with 126. Some of these people live in the same household and some probably wouldn't qualify, but let's say half of 126 qualify and we offer \$700 per person, the total payout would be \$44,100. If I had a better sense of the details of how our ordinance "Determination of Eligibility and Amount" might read, we could try to pin down a number of people that may be eligible.

The important thing to remember is that any estimated amount would be added to our budget and funded through the taxation process. The details of the program would be adopted by Ordinance at an Annual or Special Town Meeting.

Thank you,

Marjorie



Property Tax Relief for Maine Residents

Maine Town & City - July, 2018

The following are current State laws providing property tax relief for eligible Maine residents. (This list does not include veterans' exemptions, programs for businesses, or "current use" programs for farmland, open space, tree growth, and working waterfront.)

Homestead exemption (36 M.R.S. §§ 681-689). A partial property tax exemption for Maine residents owning a permanent homestead in Maine for at least 12 months preceding application. Application must be made to the assessor before April 1st of the year first eligible; annual reapplication is not required provided the taxpayer remains eligible. For details, see MMA's "Information Packet" on this subject, available at www.memun.org.

Property tax fairness credit (36 M.R.S. § 5219-KK). A personal income tax credit for homeowner and renters who were Maine residents during any part of the tax year, who owned or rented a primary residence in Maine during any part of the tax year and paid property tax or rent on that residence, who meet certain income and property tax and/or rent paid limitations, and who are not married filing separately. For details, see the Maine Revenue Services website at <http://www.maine.gov/revenue/>.

Poverty abatement (36 M.R.S. § 841(2)). A full or partial abatement of property taxes on the primary residence of any taxpayer who, in the judgment of the municipal officers (selectmen or councilors), is unable, by reason of hardship or poverty, to contribute to the public charges. For details, see MMA's "Information Packet" on this subject, available at www.memun.org.

The following are additional local options for providing property tax relief:

Tax clubs (36 M.R.S. § 505). A municipality may establish a "tax club" by authorizing eligible taxpayers to pay in installments during the tax year without accruing interest charges. Tax clubs must be authorized by the municipal legislative body (town meeting or town or city council).

Local homestead tax benefits (36 M.R.S. § 6232). A municipality may, by ordinance, adopt a program to provide benefits to persons with homesteads in the municipality. The program may be restricted to persons who are at least 62 years of age, and must require that the claimant has a homestead in the municipality, must provide benefits to both owners and renters, and must calculate benefits in a way that provides greater benefits proportionally to claimants with lower incomes in relation to their property taxes accrued or rent constituting property taxes accrued.

Senior volunteer tax credits (36 M.R.S. § 6232(1-A)). A municipality may, by ordinance, adopt a program to permit claimants who are at least 60 years of age to earn credits against their property taxes up to a maximum of \$750 by volunteering to provide services to the municipality. Additional procedures and eligibility standards may be established by ordinance.

Senior tax deferral (36 M.R.S. § 6271). A municipality may, by ordinance, adopt a program to allow deferral of property taxes on eligible homesteads owned by taxpayers who are at least 70 years of age, who have resided there for at least 10 years prior to application, and whose

household income does not exceed 300% of the federal poverty level. The law includes additional provisions addressing accrual of interest, liens to secure the municipality's claim for taxes, annual notices to claimants, and events terminating the deferral.

We should note that apart from these four local options, State law does not authorize any other form of local property tax relief, and municipalities have no "home rule" authority to offer any because the Maine Constitution preempts the field of taxation (see Me. Const. art. IX, § 9).

Also noteworthy is that there is no State funding available for any of these local options, so any funds required would have to be raised locally (presumably from other taxpayers who are ineligible for the relief provided). This probably accounts for the fact that, apart from tax clubs, only a relative handful of municipalities have adopted any of these local options. (By R.P.F.)

Return

This information is intended for general information purposes only and is not meant as legal advice. This information should not take the place of a thorough review of pertinent statutes, consultation with legal counsel, or other specific guidance on the subject.

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
CHEBEAGUE ISLAND
“COMMUNICATION SERVICES”**

THIS AGREEMENT, effective July 1, 2019 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF CHEBEAGUE ISLAND (hereinafter referred to as “the Town”) with a principal place of business 192 North Road, Chebeague Island , Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A MRS §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and
WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, **Fire, Rescue**, Animal Control, Marine Safety, Public Works and access for use of the CODERED emergency alert system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

2. TERM

A. The initial term of this Agreement shall be three years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Town if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
- b. the County discontinues the service; or
- c. the County fails to comply with the material terms of this Agreement.

2. By the County if:

- a. the Town fails to make all payments required under the terms of the Agreement
- b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
- c. the Town fails to comply with the material terms of this agreement.

3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

3. ADMINISTRATION

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

A. Board of Directors.

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

1. Composition The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an "at-large" member of the community from each of the County Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

2. Term of Members The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

3. Vacancies. Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

B. Law Enforcement Committee. A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRCC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

C. Technical Committee. A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

D. Acquisition, holding and disposal of Real and personal property. Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

E. Authority of the County Commissioners. This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

F. Indemnity. The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

G. Costs.

The Town agrees to pay the County \$2,506.00 for emergency communications service from July 1, 2019 to June 30, 2020.

The Town agrees to pay the County \$ 2,581.00 for emergency communications service from July 1, 2020 to June 30, 2021.

The Town agrees to pay the County \$2,659.00 for emergency communications service from July 1, 2021 to June 30, 2022.

This contract is based on a per capita fee of \$7.35 for 2019 / 20, \$7.57 for 2020/ 21 and \$7.80 for 2021 / 22 using a population of 341.

H. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN of CHEBEAGUE ISLAND , By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

By: _____
Chairman, Board of Commissioners

By: _____
Town of CHEBEAGUE ISLAND
It's Authorized Representative

Date:

Date: