TAX ASSISTANCE PROGRAM

of the Town of Chebeague Island
MAINE

Adopted by Town Meeting:
Effective:

Attest:

______________________________
Town Clerk

Seal:
SECTION 101. TITLE
This Ordinance shall be known as and may be cited as the “Tax Assistance Program” ordinance in the Town of Chebeague Island, Maine,” and shall be referred to herein as “this Ordinance” or “this chapter”.

SECTION 102. PURPOSE AND AUTHORITY
The purpose of this Ordinance is to establish a program to provide property tax assistance to eligible persons who reside in the Town of Chebeague Island. Under this program, the Town of Chebeague Island will provide refund payments to those individuals who qualify for and are beneficiaries of the State of Maine Property Tax Fairness Credit pursuant to 36 M.R.S.A. §5219-KK, and who meet the criteria established by this Ordinance.

This Ordinance is adopted pursuant to 30-A M.R.S.A. § 3001 and 36 M.R.S.A. §6232.

SECTION 103. DEFINITIONS
a) Homestead: For purposes of this Ordinance, "homestead" shall have the same meaning as defined in 36 M.R.S.A. § 5219-KK(l)(C). Generally, a homestead is a dwelling owned, rented or held in a trust, life tenancy or similar legal instrument for the benefit of the person seeking tax assistance under this Ordinance. The dwelling must be occupied by that person and that person's dependents as a home.

b) Qualifying applicant: A qualifying applicant is a person who is determined by the Town Administrator, after review of a complete application under Section 105 of this Ordinance, to be eligible for a benefit under the terms of this Ordinance.

SECTION 104. CRITERIA FOR PARTICIPATION
In order to participate in the Property Tax Assistance Program, an applicant shall demonstrate all of the following:

a) The applicant shall have a homestead in the Town of Chebeague Island at the time of the application and for the entire year prior to the date of application.

b) If owned by the applicant, the homestead shall be enrolled in the State of Maine Homestead Exemption Program (36 M.R.S.A. §§ 681-689) for the year preceding the date of application.

c) The applicant has received a refund under the State of Maine Property Tax Fairness Credit (36 M.R.S.A. §5219-KK) for the year preceding the date of application.
d) Total household income not exceeding an amount equal to 80% of the current United States Department of Housing and Urban Development median family income for the Town of Chebeague Island for the applicable family size.

SECTION 105. APPLICATION AND PAYMENT PROCEDURES

Persons seeking to participate in the Property Tax Assistance Program shall submit a written request to the Town Administrator no later than August 1st of the year for which the credit is requested. Applications are required every year to participate in this program.

The Town Administrator shall provide an application form for the program, which shall include, at a minimum, the applicant's name, homestead address and contact information. Attached to all applications shall be:

a) proof and dollar amount (copy of check) of any refund under the State of Maine Property Tax Fairness Credit Program (36 M.R.S.A. §5219-KK).

b) proof of household income for the year preceding the date of application.

SECTION 106. DETERMINATION OF ELIGIBILITY AND AMOUNT OF ELIGIBILITY

The Town Administrator shall review and determine if the application is complete and accurate and if the applicant is otherwise eligible to participate in the Program. The Town Administrator shall notify an applicant if an application is determined to be incomplete.

The Town Administrator’s determination of eligibility to participate in the Program may be appealed to the Board of Selectmen within twenty (20) days of the date of the Town Administrator's decision.

If the Town Administrator determines that the applicant is eligible to participate in the Program, the total amount of such eligibility shall be the lesser of the following amounts:

a) 40% of the amount of the refund awarded by the State under the Property Tax Fairness Credit (36 M.R.S.A. §5219-KK) for the tax year preceding the date of application;

b) $360.00 or;

c) Available monies in the Town of Chebeague Island Local Tax Assistance Fund, as prorated among eligible applicants.

The Town Administrator shall report to the Select Board for its approval at a meeting in August each year the total benefit amount and number of eligible applicants to be granted assistance from the program fund.
SECTION 107. PROGRAM FUND - LIMITATIONS UPON PAYMENTS

Benefits under this Ordinance shall be conditioned upon the existence of sufficient monies in the Tax Assistance reserve account at the time of application. If there are not sufficient monies in the program fund to cover all qualifying applicants under this Ordinance, benefits shall be limited to the amounts available in the fund and disbursed equitably according to Section 106.

In the event that a lack of funding results in no benefit or less than the full benefit to a qualifying applicant, the request will not carry over to the next year.

SECTION 108. CREATION OF THE PROGRAM FUND

A reserve account titled “Tax Assistance” shall be created. Funds are raised and appropriated for this account at the annual Town Meeting and are disbursed only by approval of the Board of Selectmen in accordance with this Ordinance.

Funds for the Tax Assistance program may only be disbursed from the Tax Assistance reserve account and may not be supplemented except by Town Meeting.

SECTION 109. TIMING OF BENEFITS

A homeowner who qualifies for a tax benefit under this program shall receive a credit to his or her tax account. A renter who qualifies for a tax benefit under this program shall be mailed a check in a timely manner. In all cases the benefit shall be equal to the amount determined under Section 106 of this Ordinance.

SECTION 110. LIMITATIONS UPON BENEFITS

Only one qualifying applicant per household shall be entitled to a benefit under this Program each year. The right to file an application under this Ordinance is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of an applicant by the applicant's legal guardian or attorney-in-fact.

If an applicant dies after having filed a timely complete application that results in a determination of qualification, the amount determined by the Town Administrator shall be disbursed to another member of the household as determined by the Chair of the Board of Selectmen or the Town Administrator.

If the applicant was the only member of a household, then no benefit shall be made under this Ordinance.
PROPOSAL-CONTRACT

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Town of Chebeague Island</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>192 North Road</td>
</tr>
<tr>
<td>City</td>
<td>Chebeague Is</td>
</tr>
<tr>
<td>State</td>
<td>Me</td>
</tr>
<tr>
<td>Zip</td>
<td>04017</td>
</tr>
<tr>
<td>Contact</td>
<td>Marjorie Stratton</td>
</tr>
<tr>
<td>Telephone</td>
<td>207-846-3148</td>
</tr>
<tr>
<td>Facsimile</td>
<td>207-846-3413</td>
</tr>
<tr>
<td>Date</td>
<td>7/23/2018</td>
</tr>
<tr>
<td>Proposal No</td>
<td>May be withdrawn after 30 Days</td>
</tr>
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We are pleased to propose the following:

<table>
<thead>
<tr>
<th>Description/Materials</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Estimated Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Rd. 2,030' X 20', 4,511 SY, Intr to E. Shore Rd. 2.5&quot; Cold Mix Asphalt Structural Shim.</td>
<td>620</td>
<td>Ton</td>
<td>$143.80</td>
<td>$89,156.00</td>
</tr>
<tr>
<td>Division Point Rd. 1,880' X 20', 4,178 SY. 2.5&quot; Cold Mix Asphalt Structural Shim.</td>
<td>575</td>
<td>Ton</td>
<td>$143.80</td>
<td>$82,685.00</td>
</tr>
<tr>
<td>Barr Point Rd. 800' X 20', 1,778 SY, 2.5&quot; Cold Mix Asphalt Structural Shim.</td>
<td>245</td>
<td>Ton</td>
<td>$143.80</td>
<td>$35,231.00</td>
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<tr>
<td>South Road, 9.5mm Hot Mix Asphalt Spot Shims</td>
<td>72</td>
<td>Ton</td>
<td>$163.12</td>
<td>$11,744.64</td>
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</tbody>
</table>

Note: Prices are based upon current liquid asphalt costs, which are not guaranteed by suppliers and, therefore, subject to sudden adjustment during the term of this agreement. The base cost (index) of asphalt for this quote is $540.00 per ton.

Mobilization: Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of $1,500.00 each.

BUYER-PROVIDED SERVICES: The services marked below are to be provided by Buyer:

- [ ] Cig/Soft Mater.
- [x] Remove Excess Material
- [ ] Trucking
- [x] Covering/Masking
- [ ] Addition of Material
- [x] Sweeping
- [x] Dust Control
- [x] Traffic Control
- [x] Paving
- [x] Engineering
- [x] Grades/Structures
- [ ] Sawcutting
- [ ] Rol/Compact

STANDARD CONDITIONS:

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by field measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon field measure of the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from it's sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retaileage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to the lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are delivered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but expressly disclaims all implied warranties of merchantability or fitness for a particular use.

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may be becomes a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. ALL PARTIES WAIVE TRIAL BY JURY. Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.

2. **Location of Project**: The Town of Chebeague Island is comprised of several islands in upper Casco Bay, Cumberland County, Maine, of which Great Chebeague is the principal island and center of Town, commerce, and population. The island's principal landing is on its northwest shore facing the mainland, and is the location of its year-round ferry terminal and principal commercial anchorage. The island is located about 10 miles northeast of Portland, Maine. The study was requested by the Town of Chebeague Island on 9 October 2009, and was initiated in April 2012.

3. **Project Description**: Great Chebeague Island Landing is the town's principal link to the mainland for transportation, fisheries landings, emergency and other services and has the Town's only year-round ferry terminal. A 1973 Detailed Project Report recommended a channel to Town Pier with anchorage areas for the local fleet on either side, all dredged to a depth of -6 feet at MLW. At the time the Town of Cumberland, of which the Chebeague Islands were then a part, declined to provide the necessary cost-sharing for the project. The Islands have since seceded from the Town of Cumberland and formed their own municipality in 2007, and have requested a new study of those improvements. The ongoing feasibility study is focused on providing a 10-foot channel to the pier with a turning basin off the boat ramp.

4. **Sponsor**: The Town of Chebeague Island is the study Sponsor.

5. **Schedule**: The New England District and the Sponsor executed a feasibility cost sharing agreement in July 2016. The Corps of Engineers and the Sponsor expect to complete the feasibility study in late spring 2019 with public review and state regulatory review and approvals to follow.

6. **Costs**: Total feasibility phase costs are estimated at $460,000, of which $180,000 would be provided by the Town. Project scope and costs would be determined by the Feasibility Study. The Town would be responsible for 20% of any design and construction cost for the project, and future maintenance would be at Federal expense.

7. The Corps New England District contact is the Project Manager, Mr. William Bartlett, at 978-318-8004, or william.c.bartlett@usace.army.mil
GREAT CHEBEAGUE ISLAND
CHEBEAGUE ISLAND, MAINE
NAVIGATION IMPROVEMENT STUDY
PROJECT LOCATION
Dear Stakeholder,

I am pleased to inform you of a regional exercise series, Cumberland County Resilient, coming soon. FEMA’s National Exercise Program (NEP), which provides exercise technical assistance to communities across the country, is supporting us in this effort. This is the first time Cumberland County has applied for and been awarded NEP support.

The focus of the exercise series is Community Recovery and Economic Resilience- to examine the ability of the whole community to implement plans, strategies, and programs to achieve long-term recovery objectives, including economic resilience among community businesses, households, and individuals. Our goal is to strengthen existing relationships, build trust between diverse community partners, and set the groundwork for future resilience and recovery planning efforts. As always, we recognize the importance of planning and training together in order to respond and recover together.

We have identified your agency as a key partner in this exercise series, and ask for your participation. After reviewing the details below, please contact Margaret Cushing at cushing@cumberlandcounty.org with the name and email address for your agency’s representative. We will direct future correspondence and event registration to that representative shortly.

Participation in this exercise series will include three components. We strongly encourage participation in all events if possible.

Cumberland County Resilient Exercise Series:

- **Community Resilience Training:** Scheduled for April 30 from 8:30-4:30 at The Point in South Portland. This 1-day training will provide stakeholders with information on natural hazards, guide an approach to assess community resilience, and develop next steps for improved resilience. Here is the course flyer with additional details.

- **Seminar:** This seminar will be conducted on June 18 from 8:30-2:30 at Husson University’s campus in Westbrook. Seminars provide an overview of plans, strategies, concepts and ideas.

- **Workshop:** This workshop will be conducted in September, date and location to be announced. We will examine those functions and services that are essential to the community’s ability to survive within the context of disaster recovery. We will then establish a framework for community resilience and capacity building as we move forward.

Sincerely,

Joseph Chappell