

**Select Board Meeting
on December 07, 2022**

**The Select Board will hold a Meeting an Executive Session at
The Chebeague Island Hall on
Wednesday, December 07, 2022, at 6:00 PM**

- I. Call Public Meeting to Order**
- II. Public Comments for items not on the agenda for discussion not action.**
- III. Town Reports**
 - Town Administrator
 - Treasurer's Report
 - Code Enforcement Officer
 - Public Works
 - Harbormaster
 - Fire Department
- IV. Regular Business**
 - 22-102 Presentation from the Facilities Committee**
 - 22-103 To discuss the recent theft of road and street signs and take any necessary action.**
 - 22-104 To discuss Blanchard Lot lease agreement and take any necessary action.**
 - 22-105 To discuss ARPA funds and take any necessary action.**
 - 22-106 To discuss the Indian Point Resiliency Assessment from Barney Baker.**
- V. Communications**
- VI. To approve minutes from November 02, 2022**
- VII. Items to be placed on a future agenda**
- VIII. Executive Session pursuant to 1.M.R.S.A. §405 (6)(C)- Acquisitions of Real Property and take any resulting action.**

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

Phone: 207-846-3148

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Fax-207-846-6413

IX. Adjourn



Town of Chebeague Island

MEMO

To: Bo Beaupre, Chair and Members of the Select Board
From: Viktoria G. Wood, Town Administrator
Date: December 1, 2022
RE: Town Administrator Report

Audit- We should be receiving a draft of FY 21 Budget in the next 2 weeks. I expect that we will have FY 21 before budget discussion begins but not FY 22. I am hopeful that we will have both audits complete by spring and before the next town meeting.

Aquaculture and municipal engagement with DMR- A meeting was held on November 16th with Natalie Springuel who works for Maine Sea Grant. A few island residents attended. Unfortunately, I missed the meeting because of my daughter being in the ER. The purpose of this meeting was to touch base about municipal engagement and aquaculture. I have since reached out to Natalie through email to set up a follow up call about planning a time for Maine Sea Grant to come out to the island this winter and hold an engagement session. The intentions are to gear the sessions specifically to the needs and interests of town officials (elected, appointed and volunteer) and the town's role in aquaculture leasing. I will provide more information when I have more to share and have heard back from Natalie.

BOAA Hearings: The town had received 2 appeals this fall.

Appeal of Permit No. 22-SZ-2, 107 Cottage Rd (Makee Property)- Board of Adjustment and Appeals had a hearing on November 3rd at 5PM at the Hall for an Appeal of Permit No. 22-SZ-2, 107 Cottage Rd. No decision was made at that time. The hearing was postponed to Thursday, December 1, 2022, at the Hall. I will keep the board informed when Findings of Facts is presented by the BOAA.

Appeal of Code Enforcements Decision on Map 106-Lot 018-002 (Fowler Property) - A hearing took place on November 17th at 5PM at the Hall for an Appeal filed by Justin and Courtney Doughty. BOAA heard the case, reviewed the evidence, and found that there was evidence in the records supporting the granting of the Administrative Appeal and voted 4:0 to approve the appeal. I have attached the Findings and Facts in this report and suggest that this be placed as an agenda item on December 21, 2022, BOS meeting. According to legal advice, the next course of action is for BOS and Code Enforcement Officer to work together to determine what to do.

Town Floats- Floats at the Stone Wharf are scheduled to be removed starting Monday, December 5th. The last 2 years some floats remained in the water to accommodate those that used their outboards and due to COVID. The floats need work and Public Works is



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Findings of Fact & Conclusion of Law

Date: November 17, 2022

Application Type: Administrative Appeal

Applicants' Names: Courtney Doughty and Justin Doughty

In re property located at: Tax Map I-06, Lot 018-002

Zoning District: Island Residential (IR)

This is to inform you that the Board of Adjustment and Appeals has acted on your application for an administrative appeal as follows:

Project Description:

Applicants Justin and Courtney Doughty filed an administrative appeal of the Code Enforcement Officer's failure to enforce the Zoning Ordinance

Prehearing Findings of Fact:

- According to Zoning Ordinance §603.2, the Board shall have the following powers and duties: A. Interpretation. Upon appeal by from a decision of the Code Enforcement Officer where it is alleged by an aggrieved party that there is an error in any order, requirement, decision or determination made by, or failure to act by the Code Enforcement Officer the Board shall determine whether the decisions of the Code Enforcement Officer are in conformity with the provisions of this Ordinance, and interpret the meaning of the Ordinance in cases of uncertainty.

HISTORY

- Justin and Courtney Doughty live at 321 North Road (owners of record of lot I-06-19A) and are direct abutters of Map I-06 lot 018-002, at the corner of Haskell and North roads.
- They have been corresponding with the town and the Code Enforcement Officer since at least 7/30/21.
- The lot in question was granted to James M. Fowler, Jr., for \$1 by quitclaim deed from Roger and Susanna Haskell on 7/30/19 (Cumberland County Registry of Deeds Bk 35849; Pg 294).
- The CEO states in an email dated 9/12/22 to the applicants that "this started happening before I became code officer on the Island."
- James Butler has been the Code Enforcement Officer for TOCI since at least 5/2/19.
- Jim Fowler is the owner of Lot 18 but does not reside there, nor is there any sort of residential structure on the property.
- Both properties are in the Island Residential (IR) district (Zoning Ordinance Appendix A).
- Both properties are in the Aquifer Recharge Area (Zoning Ordinance Appendix C).



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- Where uncertainty exists as to the exact location of district boundary lines, the Board of Adjustments and Appeals shall be the final authority as to location.
- According to §603.3.C., “the Code Enforcement Officer, unless prevented by illness or absence from the State, shall attend all hearings and shall present to the Board all plans, photographs, or other factual materials which are appropriate to an understanding of matters before the Board.”
- The Zoning Ordinance contains no definition of a “Contractor Storage Yard,” nor any ordinance related to a contractor storage yard.
- The CEO cannot base any rulings or path of action on a nonexistent ordinance, even if it is one that “would make sense for the planning board to make some amendments to the zoning ordinance and to include that definition and to decide how they would like to handle that activity.”
- According to Zoning Ordinance §601.2, if the Code Enforcement Officer **shall find that any provision of this Ordinance is being violated**, he or she shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it, including discontinuance of illegal use of land, buildings or structures, or work being done, removal of illegal buildings or structures, and abatement of nuisance conditions. A copy of such notices shall be submitted to the municipal officers and be maintained as a permanent record.
- Contrary to the CEO’s 10/19/22 statement to the Doughtys that “We can’t single out one property owner. This enforcement would need to be town wide,” §601.1 clearly states that “it shall be the duty of the Code Enforcement Officer **to enforce the provisions of this Ordinance**. The Selectmen and Town Administrator shall assist the Code Enforcement Officer by reporting to him any new construction or use of land, and apparent violations of this Ordinance.”
- According to Zoning Ordinance §601.4, **the Code Enforcement Officer shall keep a complete record of all essential transactions of the office**, including application submitted, shoreland zoning permits granted or denied, variances granted or denied, revocation actions, revocation of shoreland zoning permits, appeals, court actions, violations investigated, violations found, and fees collected. On a biennial basis, a summary of this record shall be submitted to the Director of the Bureau of Land and Water Quality within the Department of Environmental Protection.
- Other than the appeal currently before the board, there is nothing else in the file for the Fowler lot.
- There is no record of the statement by the CEO to the Doughtys that “[t]here has [sic] been complaints and there has [sic] been letters and phone calls” about the property made since at least 7/30/21.
- There is no record of the Notice of Violation said to be pending as of 7/30/21.



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- There is no record of a "Consent Agreement" between Fowler and the TOCI.
- There is no record of the "list of action items" given to Jim Fowler to complete.
- There is no record of any meeting between the CEO and Jim Fowler.
- There is no record of any conversations between the applicants and the CEO or between the CEO and the "town legal."
- There is no record of the CEO's "sharing his findings" with the Selectboard.
- In the IR district, running a business is, with few exceptions, not a permitted use (§204.1A).
- The CEO posits that "if we utilized the strict definitions within our ordinances," it would impact "many similar uses." There is no ordinance allowing a less than strict definition of "our ordinances."
- The CEO states on 9/2/21 that he "called the owner to discuss the complaint" and "the following week we walked the site and it was cleaned up substantially."
- There is no record of this site walk.
- **ISLAND RESIDENTIAL (IR) AND ISLAND BUSINESS (IB) ZONING**
- In the IR district, the following is allowed as a special exception, requiring the approval of the Board of Adjustment and Appeals: Any use permitted in Island Business (IB), subject to Site Plan Review (§204.1.B).
- The board has not received an appeal for a special exception regarding this property.
- Running a junk yard, a lumber yard, or a tree removal and processing business (sic) is not a permitted use in the IB district (§204.2).
- According to §206.2.D, a person who has right, title, or interest in a parcel of land must obtain site plan approval prior to commencing any of the following activities on the parcel, obtaining a building or plumbing permit for the activities, or undertaking any alteration or improvement of the site including grubbing or grading: D. The establishment of a new use even if no buildings or structures are proposed, including uses such as gravel pits, cemeteries, golf courses, and other non-structural nonresidential uses.
- According to §414, the business does not meet the definition of a "home occupation" or "home-based occupation"—an occupation based or located **within a dwelling or an accessory structure** which is performed or conducted at a location or locations remote from the dwelling and which: A. Is accessory to a residential use; and B. Is clearly incidental and secondary to the residential use of the dwelling unit; and C. Does not change the character of the dwelling.
- The Zoning Ordinance contains no definition of a "Contractor Storage Yard," nor any ordinance related to a contractor storage yard.
- **AQUIFER RECHARGE AREA**
- Both the Doughty property and the Fowler property are in the Aquifer Recharge Area (Zoning Ordinance Appendix C).



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- According to CHAPTER 3 PROTECTION AND IMPROVEMENT OF WATERS SUBCHAPTER 1 ENVIRONMENTAL PROTECTION BOARD ARTICLE 1 ORGANIZATION AND GENERAL PROVISIONS M.R.S.A. §301.1-C, "aquifer recharge area" means land composed of permeable porous material or rock sufficiently fractured to allow infiltration and percolation of surface water and transmit it to aquifers. [PL 1979, c. 472, §8 (NEW).
- Aquifer protection is covered in Zoning Ordinance §300.
- §303.2 states that the following uses shall only be allowed upon a positive finding by the Planning Board that the proposed use, with any conditions imposed by the Board, will not adversely affect the quality of groundwater: E. Storage of petroleum or other refined petroleum products, with the exception of petroleum products used for household purposes; F. Disposal of other leachable materials, with the exception of single-family and two-family residential septic systems.
- The Board found the application to be complete on November 17, 2022.

Statement of the Facts Found and Conclusions

In the absence of the CEO himself and the absence of any written, official record of the history of this complaint, we must rely solely on the presentation by the applicants to confirm or deny this appeal

1. Tad Runge moved to vote that the applicants have met the burden of proof in this appeal, and Cheryl Stevens seconded the motion (vote 4:0).
2. Tad Runge moved to vote that the Code Enforcement Officer failed to act in a manner concordant with the TOCI's Zoning Ordinance, and Cheryl Stevens seconded the motion (vote 4:0).
3. Tad Runge moved to vote that the owner of lot I-06-018-002 is operating an unpermitted business in the Island Residential Zone, and Charles Hall seconded the motion (vote 4:0).

Decision

Based on the findings of fact and conclusions, the Town of Chebeague Island Board of Adjustment and Appeals voted (4:0) as follows:

The applicants have met the burden of proof in this appeal (4 : 0).

The Code Enforcement Officer failed to act in a manner concordant with the TOCI's Zoning Ordinance (4:0).

The owner of lot I-06-018-002 is operating an unpermitted business in the Island Residential Zone (4 :0).

The Board of Adjustment and Appeals has voted to grant the appeal (4:0).



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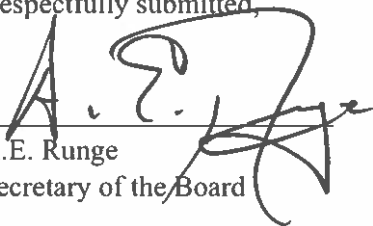
CONCLUSION:

The Board reviewed the evidence and found that there was substantial evidence in the record supporting the granting of the **Administrative Appeal** and based on the above findings of fact and conclusions, the Town of Chebeague Island Board of Adjustments and Appeals voted (4:0) to **APPROVE** the Administrative Appeal.

Date Approved: November 21, 2022
Town of Chebeague Island Board of Adjustment and Appeals

Pursuant to Ch. 17 Art. II, § 603.4.D of the Zoning Ordinance, this decision can be appealed in the Superior Court within forty (45) days.

Respectfully submitted,


A.E. Runge
Secretary of the Board



Town of Chebeague Island

MEMO

To: Board of Selectmen
Through: Viktoria Wood, Treasurer
Date: December 1, 2022
RE: Treasurer's Report for November 2022

Bank Account Reconciliations:

Tim is still learning the process of Bank Reconciliation and making sure all the numbers and accounts match between Machias Savings Bank and Trio accounts. As a result, we have been 2 months behind in reconciliation. It has not helped that the TRIO system experiences an issue that took 2 months to resolve. Now that it is almost to 100 % accuracy, we are hoping to catch up this month. Marjorie will be on island, Friday, December 2nd to help through the process. I do check the bank regularly and keep an eye on deposits and withdrawals to make sure that there is no suspicious behavior. As of December 1, 2022, Machias Savings Bank had \$1,351,885.22 in its Checking.

We also had \$1,471,937.43 in the Reserve accounts. Anticipated expenses that are expected to be coming out of the Reserve accounts would be out of Coastal Access Fund, Broadband and Indian Point Retaining Wall. An additional \$25,000 needs to be transferred to the School Transportation Reserve that was voted at town meeting. On page 9 of the Expense/Revenue report you will see the Capitol Improvement Accounts. These are the reserve accounts, and this section will always look the same. It only shoes what was voted at Town Meeting to transfer to Reserve Accounts. The transfers in and out of the Reserve Accounts will be visible on the Machias Savings Bank statement. See attached.

The Expense/Revenue Summary Report is for all departments through the end of November 2022. Harris Local Government was able to fix the issue of TRIO not showing the current budget but the mistake that still is appearing is under property taxes. It is showing that we have collected all the taxes, that is not correct, and I have a call in to fix that. As a result, it is providing inaccurate percentage for total revenue collected Year to Date. In terms of revenue, Excise Fees (\$8,874.21) and Solid Waste Fees (\$1,370) were the highest collected in November. I anticipate that we will collect above the anticipated Revenue of excise, solid waste fees and building permit fees.

Exp / Rev Summary Report

ALL Departments
November

Account	Budget	Current Month	Year To Date	Balance	Percent
1300 Admn/Select					
REVENUES					
302 AGENT FEE	3,500.00	315.00	2,233.00	1,267.00	63.80
303 EXCISE TAX	110,000.00	8,874.21	50,604.57	59,395.43	46.00
304 BOAT EXCISE	7,500.00	82.90	1,708.00	5,792.00	22.77
305 INT & PEN	5,000.00	16.87	2,141.78	2,858.22	42.84
307 LIEN COST	0.00	0.00	303.60	-303.60	0.00
308 ABATEMENTS	0.00	-118.75	-2,096.25	2,096.25	0.00
311 HUNT&FISH	0.00	0.00	8.00	-8.00	0.00
312 MARRIAGE LIC	0.00	0.00	199.80	-199.80	0.00
314 DEATH CERT	0.00	0.00	13.00	-13.00	0.00
315 CLERK LIC	0.00	2.00	20.00	-20.00	0.00
316 SHELLFSH LIC	2,000.00	0.00	520.00	1,480.00	26.00
325 SUPP TAX	0.00	0.00	835.00	-835.00	0.00
326 TAX COMMIT	3,156,623.00	0.00	3,156,623.41	-0.41	100.00
327 HOMEST REIMB	33,960.00	0.00	33,414.00	546.00	98.39
328 VETERAN EXEM	0.00	0.00	53.00	-53.00	0.00
330 TREE GROWTH	0.00	1,049.96	1,049.96	-1,049.96	0.00
331 REV SHARING	38,802.00	3,376.45	19,935.92	18,866.08	51.38
351 POLICE FINES	0.00	29.40	897.00	-897.00	0.00
364 GROWTH PERM	0.00	0.00	100.00	-100.00	0.00
365 BD APPEALS	0.00	0.00	500.00	-500.00	0.00
366 BLDG PERMITS	12,000.00	100.00	9,642.60	2,357.40	80.36
367 ELEC PERMITS	1,000.00	838.90	1,399.25	-399.25	139.93
368 PLUMB PRMITS	2,300.00	55.00	427.50	1,872.50	18.59
369 OTHER PERMIT	0.00	0.00	500.00	-500.00	0.00
378 EDUC-AID	55,184.00	2,947.63	27,495.57	27,688.43	49.83
379 INT INCOME	0.00	0.00	577.68	-577.68	0.00
390 MISC REVENUE	0.00	50.00	4,776.18	-4,776.18	0.00
395 UF TRANSFER	175,000.00	0.00	0.00	175,000.00	0.00
401 DOG REVENUE	0.00	30.00	33.00	-33.00	0.00
403 MOORING FEES	5,000.00	0.00	875.00	4,125.00	17.50
411 DOT REV URIP	14,964.00	0.00	0.00	14,964.00	0.00
418 CI S/WASTE	25,000.00	1,370.00	20,320.50	4,679.50	81.28
500 RENT MOORING	0.00	0.00	75.00	-75.00	0.00
501 ST/WHF PMT	7,500.00	0.00	1,818.76	5,681.24	24.25
502 TRANS TIEFEE	2,000.00	0.00	2,209.00	-209.00	110.45
512 Copy Fee Rev	0.00	10.00	250.20	-250.20	0.00
Revenue Total	3,657,333.00	19,029.57	3,339,464.03	317,868.97	91.31
EXPENSES					
1000 Wages - F/T	151,422.00	12,705.00	70,706.30	80,715.70	46.69
1010 Wages - P/T	26,884.00	2,269.00	11,220.00	15,664.00	41.73
1110 Elected Off.	6,000.00	0.00	2,400.00	3,600.00	40.00
1300 Bank Fees	500.00	0.00	0.00	500.00	0.00
2010 Gasoline	1,000.00	122.71	546.00	454.00	54.60
2030 Telephone	3,200.00	0.00	1,461.34	1,738.66	45.67
2041 Technology	20,010.00	54.45	17,552.32	2,457.68	87.72
3010 Advertising	900.00	0.00	110.75	789.25	12.31
3140 Member Dues	3,500.00	60.00	1,151.00	2,349.00	32.89
3160 Misc. Exp.	450.00	0.00	27.03	422.97	6.01
3202 Janitorial	250.00	0.00	36.54	213.46	14.62
3210 Postage	2,000.00	0.00	271.90	1,728.10	13.60
3220 Printing	1,800.00	142.43	712.15	1,087.85	39.56
3250 Reg of Deeds	500.00	0.00	19.00	481.00	3.80
3300 Office Supp.	4,000.00	0.00	1,336.38	2,663.62	33.41
3335 Travel	4,000.00	1,025.00	1,877.58	2,122.42	46.94

Exp / Rev Summary Report

ALL Departments
November

Account	Budget	Current Month	Year To Date	Balance	Percent
2200 Fire Rescue					
EXPENSES					
1010 Wages - P/T	72,028.00	1,002.00	14,189.75	57,838.25	19.70
2000 Electricity	4,000.00	0.00	80.64	3,919.36	2.02
2010 Gasoline	600.00	0.00	285.31	314.69	47.55
2020 Heating Fuel	6,500.00	0.00	1,840.86	4,659.14	28.32
2030 Telephone	2,100.00	0.00	781.19	1,318.81	37.20
2080 Diesel	700.00	113.88	188.34	511.66	26.91
3040 Equip Maint	12,000.00	0.00	13,074.85	-1,074.85	108.96
3140 Member Dues	1,300.00	0.00	905.00	395.00	69.62
3200 F/R Supplies	7,500.00	114.54	3,205.03	4,294.97	42.73
3202 Janitorial	65.00	0.00	0.00	65.00	0.00
3335 Travel	3,700.00	90.00	209.00	3,491.00	5.65
3350 Uniforms	250.00	0.00	0.00	250.00	0.00
4000 Bldg Maint	4,000.00	0.00	575.00	3,425.00	14.38
5000 Contr. Svcs	13,200.00	40.01	1,739.17	11,460.83	13.18
5240 Training	7,000.00	0.00	0.00	7,000.00	0.00
6110 Radio/Tele	7,500.00	435.00	3,834.88	3,665.12	51.13
6230 Apparel/Gear	1,500.00	0.00	104.00	1,396.00	6.93
Expense Total	143,943.00	1,795.43	41,013.02	102,929.98	28.49
Net Profit / (Loss)	(143,943.00)	(1,795.43)	(41,013.02)	102,929.98	
2400 Code Enf.					
EXPENSES					
1010 Wages - P/T	28,080.00	2,160.00	11,880.00	16,200.00	42.31
5240 Training	0.00	0.00	255.00	-255.00	0.00
Expense Total	28,080.00	2,160.00	12,135.00	15,945.00	43.22
Net Profit / (Loss)	(28,080.00)	(2,160.00)	(12,135.00)	15,945.00	
2500 Harbor Shell					
EXPENSES					
1010 Wages - P/T	26,647.00	1,403.64	12,788.70	13,858.30	47.99
2010 Gasoline	600.00	0.00	246.57	353.43	41.10
2030 Telephone	300.00	0.00	125.00	175.00	41.67
3040 Equip Maint	0.00	0.00	0.00	0.00	0.00
3120 Marine Supp	500.00	0.00	0.00	500.00	0.00
3140 Member Dues	150.00	0.00	0.00	150.00	0.00
3350 Uniforms	150.00	0.00	0.00	150.00	0.00
5240 Training	750.00	0.00	0.00	750.00	0.00
Expense Total	29,097.00	1,403.64	13,160.27	15,936.73	45.23
Net Profit / (Loss)	(29,097.00)	(1,403.64)	(13,160.27)	15,936.73	
2600 Animal Cont.					
EXPENSES					
1010 Wages - P/T	3,200.00	0.00	1,600.00	1,600.00	50.00
2030 Telephone	300.00	0.00	125.00	175.00	41.67
3160 Misc. Exp.	500.00	0.00	0.00	500.00	0.00
3290 Shelter	500.00	0.00	283.14	216.86	56.63
3350 Uniforms	150.00	0.00	0.00	150.00	0.00
5240 Training	600.00	0.00	0.00	600.00	0.00

Exp / Rev Summary Report

ALL Departments
November

Account	Budget	Current Month	Year To Date	Balance	Percent
Net Profit / (Loss)	(211,887.00)	(15,348.23)	(95,586.25)	116,300.75	
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4400 Misc-MainInd					
EXPENSES					
9110 Cousins Whar	22,978.00	0.00	0.00	22,978.00	0.00
Expense Total	22,978.00	0.00	0.00	22,978.00	0.00
Net Profit / (Loss)	(22,978.00)	0.00	0.00	22,978.00	
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4600 Contribution					
EXPENSES					
3150 Library	25,000.00	12,500.00	12,500.00	12,500.00	50.00
3151 Comm Center	34,500.00	17,250.00	34,500.00	0.00	100.00
3160 Misc. Exp.	0.00	0.00	12,500.00	-12,500.00	0.00
3164 VNA	1,000.00	0.00	1,000.00	0.00	100.00
3166 Isl. Council	7,000.00	0.00	0.00	7,000.00	0.00
3167 Recreation	59,500.00	25,250.00	25,250.00	34,250.00	42.44
3168 CRC-Kids Pla	20,000.00	10,000.00	10,000.00	10,000.00	50.00
3169 Island Comm	3,000.00	3,000.00	3,000.00	0.00	100.00
3173 Medical	341.00	0.00	0.00	341.00	0.00
Expense Total	150,341.00	68,000.00	98,750.00	51,591.00	65.68
Net Profit / (Loss)	(150,341.00)	(68,000.00)	(98,750.00)	51,591.00	
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5810 Genl Assista					
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
Net Profit / (Loss)	(500.00)	0.00	0.00	500.00	
<hr/>					
5910 Health Svcs					
EXPENSES					
1010 Wages - P/T	2,000.00	0.00	1,000.00	1,000.00	50.00
Expense Total	2,000.00	0.00	1,000.00	1,000.00	50.00
Net Profit / (Loss)	(2,000.00)	0.00	(1,000.00)	1,000.00	
<hr/>					
6200 Cemetery					
EXPENSES					
1010 Wages - P/T	6,500.00	288.00	2,493.00	4,007.00	38.35
2010 Gasoline	250.00	0.00	52.50	197.50	21.00
3040 Equip Maint	500.00	0.00	0.00	500.00	0.00
3140 Member Dues	50.00	0.00	0.00	50.00	0.00
3163 Cemetery Gen	600.00	0.00	0.00	600.00	0.00
5000 Contr. Svcs	6,000.00	0.00	1,100.00	4,900.00	18.33
5240 Training	150.00	0.00	0.00	150.00	0.00
Expense Total	14,050.00	288.00	3,645.50	10,404.50	25.95
Net Profit / (Loss)	(14,050.00)	(288.00)	(3,645.50)	10,404.50	
<hr/>					
6900 Debt Service					
EXPENSES					
6500 MBB Interest	45,853.00	0.00	17,761.24	28,091.76	38.74

Exp / Rev Summary Report

ALL Departments
November

Account	Budget	Current Month	Year To Date	Balance	Percent
8000 Education CONT'D					
8203 Health Ins	10,642.00	0.00	4,433.90	6,208.10	41.66
8204 FICA/Med	3,000.00	204.72	1,018.48	1,981.52	33.95
8207 Conferences	500.00	0.00	0.00	500.00	0.00
8208 Postage	100.00	10.60	10.60	89.40	10.60
8209 Printing	1,200.00	0.00	370.77	829.23	30.90
8210 Supplies	250.00	0.00	69.32	180.68	27.73
8211 Copy Supp	200.00	0.00	0.00	200.00	0.00
8212 Eq. Repair	250.00	0.00	0.00	250.00	0.00
8213 Dues & Fees	900.00	0.00	0.00	900.00	0.00
8301 K-2 Tch Sal	54,556.00	3,952.18	17,776.58	36,779.42	32.58
8302 3-5 Tch Sal	68,556.00	4,941.16	22,666.74	45,889.26	33.06
8303 Ed-TechSal	29,002.00	2,554.88	7,710.72	21,291.28	26.59
8304 Temp Sal	2,500.00	0.00	0.00	2,500.00	0.00
8305 Healt Ins	31,925.00	0.00	14,188.48	17,736.52	44.44
8306 FICA/Med	8,000.00	682.91	2,783.48	5,216.52	34.79
8309 AssessmtTest	500.00	0.00	0.00	500.00	0.00
8310 GenSupplies	5,000.00	159.85	1,233.35	3,766.65	24.67
8311 Travel Reimb	500.00	32.40	32.40	467.60	6.48
8312 Books & Per	2,000.00	0.00	924.40	1,075.60	46.22
8313 AudioVisual	500.00	0.00	15.83	484.17	3.17
8314 Equip.	250.00	0.00	0.00	250.00	0.00
8316 Copy Lease	500.00	17.69	287.88	212.12	57.58
8318 MS Tuition	93,030.00	0.00	49,568.67	43,461.33	53.28
8319 Second Tuit	192,928.00	0.00	88,304.40	104,623.60	45.77
8401 CourseReimb	1,000.00	0.00	0.00	1,000.00	0.00
8402 OtherProServ	2,000.00	0.00	0.00	2,000.00	0.00
8403 OthrProfSvcs	1,500.00	0.00	0.00	1,500.00	0.00
8404 Tech Equip	1,000.00	43.18	68.16	931.84	6.82
8405 OtherPurServ	4,000.00	0.00	0.00	4,000.00	0.00
8406 Software	500.00	55.99	2,343.60	-1,843.60	468.72
8407 Repair	500.00	0.00	0.00	500.00	0.00
8408 Reg Stipnd	10,560.00	0.00	0.00	10,560.00	0.00
8409 FICA/Med	500.00	0.00	0.00	500.00	0.00
8413 Supplies	250.00	0.00	0.00	250.00	0.00
8414 Books & Per	100.00	0.00	0.00	100.00	0.00
8415 Reg Sal	500.00	0.00	0.00	500.00	0.00
8419 Supplies	100.00	0.00	80.50	19.50	80.50
8501 Teach Sal	30,000.00	0.00	1,093.38	28,906.62	3.64
8502 FICA/Med	3,000.00	126.26	588.95	2,411.05	19.63
8503 Ed Tech	0.00	2,018.56	8,158.34	-8,158.34	0.00
8504 Worker Comp	1,000.00	0.00	0.00	1,000.00	0.00
8505 Test Score	0.00	21.99	21.99	-21.99	0.00
8506 OtherProServ	31,400.00	3,060.00	6,775.00	24,625.00	21.58
8507 ExtYr Prog	5,456.00	0.00	3,310.00	2,146.00	60.67
8508 Supplies	250.00	9.89	9.89	240.11	3.96
8509 TestSupplies	500.00	0.00	0.00	500.00	0.00
8510 Books & Per	200.00	0.00	0.00	200.00	0.00
8515 Healt Ins	10,642.00	0.00	4,212.05	6,429.95	39.58
8517 SPED Trans.	26,910.00	0.00	600.00	26,310.00	2.23
8518 SpEd MSTuit	65,000.00	0.00	1,878.00	63,122.00	2.89
8519 SpEd SecTuit	2,500.00	0.00	0.00	2,500.00	0.00
8601 Reg Sal	13,649.00	1,073.61	4,724.88	8,924.12	34.62
8602 Health Ins	2,660.00	0.00	2,216.95	443.05	83.34

Exp / Rev Summary Report

ALL Departments
November

Account	Budget	Current Month	Year To Date	Balance	Percent
Expense Total	171,517.00	0.00	171,517.00	0.00	100.00
Net Profit / (Loss)	(171,517.00)	0.00	(171,517.00)	(0.00)	
<hr/>					
9000 Capital Impr					
EXPENSES					
9010 Dredging	100,000.00	0.00	0.00	100,000.00	0.00
9015 Stone Wharf	110,000.00	0.00	0.00	110,000.00	0.00
9025 Fire Dept	20,000.00	0.00	0.00	20,000.00	0.00
9030 Bldg Facilit	10,000.00	0.00	0.00	10,000.00	0.00
9031 Town Office	10,000.00	0.00	0.00	10,000.00	0.00
9032 Land Acquis	10,000.00	0.00	0.00	10,000.00	0.00
9033 Solar Array	17,500.00	0.00	0.00	17,500.00	0.00
9035 Vehicle Res	5,000.00	0.00	0.00	5,000.00	0.00
9045 Reval Rese	20,100.00	0.00	0.00	20,100.00	0.00
9050 Paving	175,000.00	0.00	0.00	175,000.00	0.00
9055 PW Equip	50,000.00	0.00	0.00	50,000.00	0.00
9057 Transfer Sta	1,000.00	0.00	0.00	1,000.00	0.00
9058 Drain & Ease	10,000.00	0.00	0.00	10,000.00	0.00
9070 Coastal Fund	2,000.00	0.00	0.00	2,000.00	0.00
Expense Total	540,600.00	0.00	0.00	540,600.00	0.00
Net Profit / (Loss)	(540,600.00)	0.00	0.00	540,600.00	



Town of Chebeague Island
 For Period Ending: November 30, 2022
 Date Prepared: December 1, 2022

Project/Fund Name	Balance	Deposits	Withdrawals	Total	Interest	Ending Balance
					1.50%	
					<u>\$1,691.56</u>	
Dredging	\$ 48,740.94			\$ 48,740.94	\$ 56.12	\$ 48,797.06
Stone Wharf	\$ 257,176.88			\$ 257,176.88	\$ 296.09	\$ 257,472.97
Floats and Ramps	\$ 27,688.60			\$ 27,688.60	\$ 31.88	\$ 27,720.48
New Town Office	\$ 47,600.99			\$ 47,600.99	\$ 54.80	\$ 47,655.79
Barge Ramps	\$ 10,371.24			\$ 10,371.24	\$ 11.94	\$ 10,383.18
Fire Truck	\$ 74,892.91			\$ 74,892.91	\$ 86.23	\$ 74,979.14
Building Facilities	\$ 25,722.06			\$ 25,722.06	\$ 29.61	\$ 25,751.67
Vehicles	\$ 8,297.60			\$ 8,297.60	\$ 9.55	\$ 8,307.15
Grant Matching Funds	\$ 27,826.57			\$ 27,826.57	\$ 32.04	\$ 27,858.61
Revaluation	\$ 75,221.49			\$ 75,221.49	\$ 86.60	\$ 75,308.09
Paving	\$ 37,396.11			\$ 37,396.11	\$ 43.05	\$ 37,439.16
Public Works Equipment	\$ 70,510.39			\$ 70,510.39	\$ 81.18	\$ 70,591.57
Easements & Drainage	\$ 81,993.15			\$ 81,993.15	\$ 94.40	\$ 82,087.55
Rescue Vehicles & Equipment	\$ 97.04			\$ 97.04	\$ 0.11	\$ 97.15
Fire Pond	\$ 4,832.28			\$ 4,832.28	\$ 5.56	\$ 4,837.84
Harbor Master Vessel & Equip.	\$ 6,521.14			\$ 6,521.14	\$ 7.51	\$ 6,528.65
Recycling Compactor	\$ 1,006.26			\$ 1,006.26	\$ 1.16	\$ 1,007.42
Coastal Access Fund	\$ 12,618.19			\$ 12,618.19	\$ 14.53	\$ 12,632.72
School Capital Reserve	\$ 75,528.16			\$ 75,528.16	\$ 86.96	\$ 75,615.12
School special Education Reserve	\$ 141,620.46			\$ 141,620.46	\$ 163.05	\$ 141,783.51
School Tuition Reserve	\$ 82,859.91			\$ 82,859.91	\$ 95.40	\$ 82,955.31
School Transportation Reserve	\$ 25,076.80			\$ 25,076.80	\$ 28.87	\$ 25,105.67
Cemetery Perpetual Care	\$ 93,485.43			\$ 93,485.43	\$ 107.63	\$ 93,593.06
Cousins Island Parking Escrow Fund	\$ 21,930.29			\$ 21,930.29	\$ 25.25	\$ 21,955.54
Cemetery Capital Reserve	\$ 6,754.12			\$ 6,754.12	\$ 7.78	\$ 6,761.90
Land Acquisition & Development	\$ 12,830.95			\$ 12,830.95	\$ 14.77	\$ 12,845.72
School Playground	\$ 7,252.60			\$ 7,252.60	\$ 8.35	\$ 7,260.95
Indian Point Retaining Wall	\$ 70,492.68			\$ 70,492.68	\$ 81.16	\$ 70,573.84
Broadband Reserve	\$ 50,151.09			\$ 50,151.09	\$ 57.74	\$ 50,208.83
Solar Array Purchase	\$ 62,749.54			\$ 62,749.54	\$ 72.24	\$ 62,821.78
	\$ 1,469,245.87	\$ -	\$ -	\$ 1,469,245.87	\$ 1,691.56	\$ 1,470,937.43

Add \$25,000 from undesignated funds

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax-207-846-6413

MEMO

To: Vika Wood, Town Administrator
From: Jim Butler, Code Enforcement Officer
Date: 11/30/2022
Re: Monthly Report

November construction has started to slow down but inquiries for 2023 have increased. Many questions around growth permits and availability. In the next week to come I will be reaching out to the applicants who could not receive one in 2022 due to availability and they will be placed on the waiting list and will be in line to receive these permits first. We have reached out to Town legal on this topic and we are following their instructions. As I have mentioned in previous reports we will run out of growth permits immediately when they become available.

I have seen an uptick in lot split questions as people are realizing the value of a buildable lot on the Island. These questions take time and research and sometimes require legal review which can extend time to get to an answer. I have fielded many questions pertaining to this and it's never a simple yes or no answer.

In November there were 2 Board of Adjustment Appeals meetings. One was for the Makee property and the other for the Fowler property. I was present for the Makee but due to full-time work commitment was not able to attend the Fowler meeting. I have forwarded the letter for Fowler to Town legal for comments and path forward. Makee is ongoing and a meeting is taking place on December 1 which is a continuation from the prior meeting. These meetings and proceedings take a large amount of time to answer questions, prepare and then attend when possible.

Hope you and the Board have a great Holiday!

October Permits Issued: *(Specifics can be found on Town Website under Code Enforcement)*

Building Permits:2

Electrical Permits:4

Shoreland Zone:0

Subsurface Wastewater:0

Internal Plumbing: 1

Growth Permits:0

Town of Chebeague Island Public Services Department**49 Littlefield Road****Chebeague Island, ME 04017**

Phone: 207-846-6419

ps1@chebeague.net

Fax-207-846-6413

MONTHLY REPORT**November 2022**

This month we replaced the culvert going in to the brush dump because it failed and flooded the road. Fixed and greased bearings on harbor master boat trailer. Fixed running board on gray pickup. Set up and broke down voting stuff. Worked on ramp going to the 5 floats at stone pier. Built up the side of stone pier road to stop it from braking off. Put plows and sanders on trucks. Replaced two cutting edges. Serviced all Fisher plows. Had school bus in garage for inspection. Cleaned up wood and tree branches from sides of roads. Had salt delivered and mixed it with winter sand. Filled salt shed with treated sand. Mixed, piled and covered extra treated sand to be stored outside. Took salt bin down to Stone Pier for CTC. Ordered Fuel for Town. Drove around finding out how many signs were stolen. Cleaned up around shop and brush dump to get ready for winter. Changed dump sign with dump hours to winter hours. And all our other chores for dump and trash off docks.

**Thanks
Public Works**

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax-207-846-6413

MEMO

To: Vika Wood, Town Administrator
From: Ralph Munroe, Fire Chief
Date: November 29, 2022
Re: Monthly Report

This month the Chebeague rescue responded twice mutual aid to the town of Long Island via the Chebeague boat yard boat. The first call was canceled en route, the second call the crew of the rescue met them at the Long Island town landing and transported with Long Island to the Falmouth town landing.

This month 9 of our EMTs attended the EMS conference in Rockland. This conference allows our EMTs training and knowledge that is needed to maintain their licenses and to provide the best care possible to the people of Chebeague. This was a large time commitment, giving up time at work and with their families. Some of them going the entire 5 days of the conference. We had to hire someone off island for EMT coverage during this time. Fortunately, EMT was related to someone on island so housing was not an issue but it continues to become a pressing topic that will need to be handled in the future.

The annual fire safety exercise with the students and teachers of the CI school was conducted this month and was a success and was well received

The compressor at the station was fixed for the third and hopefully final time, by replacing the pump.

We have had 95 calls to date this year

respectfully submitted

Chief Munroe

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax-207-846-6413

MEMO

To: Bo Beaupre, Chair of Board of Selectmen
From: Vika Wood, Town Administrator
Date: November 2022
Re: Theft of Road and Street Signs

I called White Sign, the company out of Maine, we use to buy street and road signs and got a price for each sign that has recently been stolen. Below is a breakdown of the cost per sign.

Stop Sign-\$62

Street Sign- \$29

Share the Road Sign \$ 126.25

Speed Limit Sign \$ 72.50

Posts \$40

Street sign and road signs have notoriously been stolen on this island. In recent weeks, whoever decided to take signs has stolen over \$950 worth in signs and posts. Taxpayers' money went into the initial purchase and installation of these signs. Taxpayers' money also has gone into determining how many are missing and what the costs are. There will always be those that do not believe this community needs signs, but the matter of the fact is that many want them and appreciate them. We have a large seasonal population and people appreciate knowing where the transfer station is by being able to see the sign. That sign had been up since last winter. As the Town Administrator, I recommend that the Board vote to replace each sign stolen, paying it out of Selectmen's Contingency. Unless those that stole the signs want to return them, I also recommend that if caught, those individuals pay the cost of these signs. Stealing signs around the island seems to have become a statement but at the expense of taxpayer's money.

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is entered into this 26 day of October, 1999, by and between THE TOWN OF CUMBERLAND (the "SUBLESSOR") and CHEBEAGUE TRANSPORTATION COMPANY (the "SUBLESSEE").

WHEREAS, the Maine Department of Transportation (the "LESSOR"), as a matter of public exigency, acquired a parcel of land commonly known as the Blanchard Lot located on Cousins Island in Yarmouth, Maine, together with access and the improvements thereto as more particularly described in attached Exhibit A (the "Premises");

WHEREAS, prior to its acquisition by LESSOR, the Premises was used for barging operations and as a parking facility used primarily by persons traveling to and from Chebeague Island;

WHEREAS, the Town of Yarmouth requested that the LESSOR include in its Lease with SUBLESSOR certain restrictions on the use and operation of the Premises to which the SUBLESSOR has agreed;

WHEREAS, the Premises and the barging and parking operations thereon are part of an essential public service transportation system (the "Transportation System") linking Chebeague Island with the mainland that additionally consists of a seasonal remote parking facility and shuttle bus service, a ferry service operating between the mainland and Chebeague Island (the "Ferry Service"), the Cousins Island wharf (the "Wharf") operated under an agreement between the Towns of Cumberland and Yarmouth, and Wharf Road which connects the Wharf to the Premises;

WHEREAS, LESSOR has entered in a lease on the Premises with SUBLESSOR (the "LEASE") so that barging activities and parking operations will continue at the Premises as part of the Transportation System; and

WHEREAS, SUBLESSOR wishes to sublease the Premises to SUBLESSEE as a State and Municipal parking facility under the terms, conditions, and restrictions set forth below.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties agree as follows:

1. **Grant of Sublease.** Subject to the terms and conditions set forth herein, SUBLESSOR hereby subleases the Premises to SUBLESSEE as a State and Municipal parking facility for the purpose of continuing and overseeing the above-described barging and parking operations (the "SUBLEASE").

2. **Term of Sublease.** The Sublease shall commence on the 26th day of October, 1999 and shall continue until the 26th day of October, 2049, for a period of fifty (50) years (the "Sublease Term").

3. **Annual Rental Payments.** SUBLESSOR shall sublease the Premises to SUBLESSEE for the Sublease Term for an annual rental payment of \$1.00.

4. **Improvements.** SUBLESSOR, at its own expense, may improve the Premises as necessary for the intended uses including grading and the installation of paving materials, gravel, ditching, buffering, landscaping or other work. Under the terms of the Lease, any and all plans for such improvements must be approved by LESSOR in writing prior to the commencement of work. LESSOR has reserved the right to inspect

and approve said improvements during construction and upon completion and may require modifications or additional work in its sole discretion at the expense of SUBLESSOR. In addition to any improvements made by SUBLESSOR, LESSOR may, over the term of the Sublease, make such improvements to the Premises as it determines necessary to public health and safety. All improvements shall become part of the Premises.

5. **SUBLESSEE's Operational Responsibilities.** SUBLESSEE agrees to maintain the Premises in good operating condition year-round so that the Premises are accessible and safe for public use. Such routine maintenance shall include but not be limited to the clearing of debris, trash, or other obstructions and the removal of snow, ice, and winter sand accumulation. SUBLESSEE agrees to pay in a timely fashion all utility bills and other costs and expenses applicable to SUBLESSEE's use of the Premises during the Term of the Sublease. SUBLESSEE shall not be responsible for ad valorem taxes or payments in lieu of taxes on the Premises but shall cooperate with SUBLESSOR and LESSOR with respect to any legal proceedings relating to claims therefore asserted by the Town of Yarmouth. In the event that a court of competent jurisdiction makes a final and unappealable determination that ad valorem taxes are due on the Premises, SUBLESSOR and SUBLESSEE shall negotiate an equitable arrangement concerning such taxes which does not jeopardize the viability of the transportation system.

6. **Restrictions on Use.** As a condition to the SUBLESSOR's granting this Sublease of the Premises, SUBLESSEE shall adhere to certain restrictions on its use of the Premises. Accordingly, SUBLESSEE, for itself, its agents, and employees, agrees:

- (a) to limit the capacity of the parking facilities on the Premises to 165 motor vehicles with priority given to Yarmouth residents for use of fifteen parking spaces;
- (b) to prohibit motor vehicles from standing, parking or turning on the right of way providing access to the Premises from Wharf Road (the "Right of Way");
- (c) to permit the shuttle buses or vans delivering passengers of the Ferry Service operating from the Wharf access to the Premises over the Right of Way;
- (d) to maintain any improvements made by LESSOR or SUBLESSOR to the Premises together with screening around the parking facilities for the benefit of abutting property owners in good condition throughout the sublease term, ordinary wear and tear excepted; and
- (e) to prohibit use of the Premises for commercial activity including the storage of commercial equipment and the loading or unloading of watercraft for commercial purposes except that a portion of the Premises traditionally utilized for the loading or unloading of vehicles and supplies onto or from a single barge ("Barging Operations") may continue to be so used at the current levels articulated in a Second Amended Judgment and Order issued by the Cumberland County Superior Court in the case of *Town of*

LESSOR has reserved the right to modify the restrictions as to the Barging Operations set forth in sub-section (e) above as circumstances change over the Lease term with the consent of SUBLESSOR and the Town of Yarmouth in its capacity as Third Party Beneficiary as provided in paragraph 8 of the Lease, which consent shall not be unreasonably withheld.

7. **Rules and Regulations.** Subject to the restrictions set forth in Sections 6 (a)-(e) SUBLESSEE may from time to time promulgate rules and regulations governing the parking operations at the Premises as circumstances and conditions change over the Lease Term. Such rules and regulations may include, but are not limited to, the maximum hours of operation and enforcement procedures.

8. **Third Party Beneficiary.** SUBLESSOR and SUBLESSEE recognize that the Town of Yarmouth is a third party beneficiary to the Lease between LESSOR and SUBLESSOR for the sole purpose of enforcing against SUBLESSOR or SUBLESSEE the restrictions set out in Section 6(a)-(e) above (the "Restrictions"). The Lease provides that upon the occurrence of an alleged violation of the Restrictions and prior to initiating any enforcement action, Yarmouth shall notify LESSOR and SUBLESSOR of such violation in writing, describing the alleged violation with particularity. In the event that SUBLESSOR receives such written notification from the Town of Yarmouth, SUBLESSOR shall immediately advise SUBLESSEE that such notice has been received. A copy of the notice shall also be served on SUBLESSEE by Certified Mail pursuant to

section 16 below within three business days of its receipt by SUBLESSOR. The SUBLESSEE shall have 30 days after SUBLESSOR's receipt of such notice from the Town of Yarmouth in which to respond to and, if appropriate, initiate action to cure the alleged violation. Should the SUBLESSOR, after providing notice to SUBLESSEE as required herein, determine in its sole discretion that SUBLESSEE has failed to respond to or, if appropriate, initiate action to cure the alleged violation within this cure period, SUBLESSOR may terminate this Lease in accordance with section 13 below. The Town of Yarmouth shall not have any third party beneficiary rights under this SUBLEASE other than those expressly granted in the Lease.

9. **Revenues Derived from the Premises.** Revenues derived from parking fees, the Barging Operations, or other charges imposed by SUBLESSEE, in connection with the public's use of the Premises, shall be used to support the Transportation System. Additionally, SUBLESSEE agrees at the end of each fiscal year to place \$2,000 from such revenues in an interest-bearing escrow account (the "Escrow Fund") in a financial institution approved by LESSOR for two purposes: (a) to pay for administrative costs of LESSOR; and (b) to pay for repairs and/or capital improvements to the Parking Facilities that LESSOR determines to be necessary and appropriate for public safety and convenience. The Escrow Fund may be capped at \$25,000.

10. **Right of Entry.** SUBLESSOR, for itself and LESSOR, reserves a right of entry upon the Premises by their duly authorized officers, employees, or agents to make repairs or enhancements or to respond to an emergency. The SUBLESSOR will, when practicable, give reasonable prior notice of such intended entry to SUBLESSEE.

11. **Indemnification and Insurance.** SUBLESSEE shall secure and pay for, at no expense to SUBLESSOR, insurance covering any legal liability for damage or injury to person or property arising out of SUBLESSEE's use of the Premises. The nature, amount and term of said insurance coverage shall be satisfactory to the SUBLESSOR in its sole discretion, and LESSOR and SUBLESSOR shall be named as additional insureds.

SUBLESSEE agrees to release, indemnify, defend, protect and hold harmless LESSOR and SUBLESSOR, their respective officers, agents, attorneys, employees, contractors and representatives, from any and all claims, actions, suits, proceedings, loss, costs, damages, and legal liabilities arising from (a) any act or omission of SUBLESSEE, its assigns, contractors, employees, or agents, in connection with this Sublease and/or the use of the Premises, and/or (b) the failure of SUBLESSEE, its successors, assigns, contractors, employees, or agents to comply with any of the terms of this Sublease. Nothing herein shall, nor is intended to, waive any defense, immunity, or limitation of liability which may be available to LESSOR, SUBLESSOR or SUBLESSEE, their officers, agents or employees under the Maine Tort Claims Act or any other privileges or immunities provided by law.

12. **Default and Remedies.** SUBLESSEE shall be in default under this Sublease if SUBLESSEE or its assigns (a) fail to perform or observe according to its terms any covenant of this Sublease or to comply with any restriction contained in this Sublease or any other instrument or document executed in conjunction with this

Sublease, or (b) fail, in the sole determination of SUBLESSOR, to provide safe and accessible parking services for persons using the Transportation System.

If SUBLESSEE is in default under this Sublease, SUBLESSOR shall have the right to terminate this Sublease in accordance with paragraph 13 hereof, and upon such termination, to enter on and take possession of the Premises without any court order or process of law and to lease the Premises to another person or entity as SUBLESSOR shall determine to fulfill the public purpose of maintaining the Premises and the operations thereon as a vital part of the Transportation System.

13. **Termination**. This Sublease may be terminated by SUBLESSOR on ten (10) days written notice in the event of a default as defined above which default shall not have been remedied by SUBLESSEE within thirty (30) days written notice thereof from SUBLESSOR

14. **Modification**. Except as otherwise provided herein, this Sublease may be modified only in writing signed by the party against whom the modification operates.

15. **Assignment Rights**. The SUBLESSEE shall not assign, transfer, pledge, or otherwise dispose of this Sublease or delegate any of its obligations to any sublessee or other third parties without the prior written consent of LESSOR and SUBLESSOR, which consents shall not be unreasonably withheld. Subject to the foregoing, the Sublease shall inure to the benefit of and is binding on the respective successors and assigns of SUBLESSOR and SUBLESSEE.

16. **Notices**. Any notice to be given under this Sublease shall be in writing and delivered in hand or sent postage prepaid by United States Registered Mail, Return

Receipt Requested, or by such other entity that provides delivery with return receipt, directed to the other party at its address set forth below, or such other address as either party may designate by notice given from time to time in accordance with this section.

All such notices and other communications initially should be addressed as follows:

TOWN OF CUMBERLAND
290 Tuttle Road
Cumberland, Maine 04021
Tel: (207) 829-5559
Attn: Town Manager

CHEBEAGUE TRANSPORTATION
COMPANY
P.O. Box 27
Chebeague Island, Maine 04017
Attn: Manager

Notices to SUBLESSEE shall also be sent to the clerk of the corporation at his or her address on file with the Secretary of State.

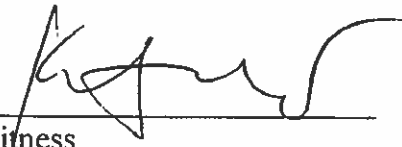
17. **Quiet Enjoyment; Landlord's Warranties.** SUBLESSEE, upon observing and keeping all covenants, warranties, agreements and conditions of this Sublease, shall quietly have and enjoy the Premises and appurtenant rights during the term of this Sublease, without hindrance or molestation.

18. **Miscellaneous.** This Sublease (i) may be executed in any number of counterparts, each of which when executed by all the parties to this Sublease shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect; (iii) is not intended to inure to the benefit of any third party beneficiary except for the limited third party beneficiary status given

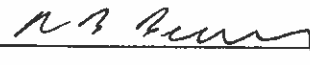
the Town of Yarmouth in Section 8 of the Lease; (iv) shall be governed by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

SUBLESSOR
TOWN OF CUMBERLAND



Witness



By:

R. B. Benson Town Manager
(Print Name and Title)

SUBLESSEE
CHEBEAGUE TRANSPORTATION COMPANY



By:

RUTH HOUGHTON, PRESIDENT
(Print Name and Title)

Town admin

From: Matthew Ridgway <ridgway.matthewd@gmail.com>
Sent: Tuesday, September 27, 2022 9:37 AM
To: Town admin; Jean-louis Beaupre
Cc: John Rent
Subject: Cousins Island Parking lot
Attachments: Sublease_Cumberland_and_CTC_Blanchard_Lot.pdf

Good morning Bo and Vika,

The right-of-way into the Cousins Island parking lot is going to need some repairs and maintenance. Right now, it is a pretty small amount of work (pothole filling) but as the road ages, maintaining it will become more involved. The pothole repairs are a pretty immediate need but there is also some mid-term planning that we believe needs to be done with regards to maintenance of the right-of-way and long-term planning for sea level rise and what kind of capital improvements may need to be done to the parking lot in general to maintain our communities access to the lot and therefore the Island.

Looking back at who has been responsible for this in the past, it seems like kind of a mishmash. I believe that the Town of Cumberland paved the right-of-way initially and have heard that possibly the Town of Yarmouth has done some maintenance. CTC has paid for repairs and improvements to the lot itself, including capital projects to better improve drainage and reduce flooding at high tides along the fence. We also cover the cost of grading the lot once per year or so.

In looking at the lease and sublease, which I have attached, it seems like we have not really been following the terms of the lease for capital improvements and maintenance of existing improvements. When I read the lease, it looks like CTC is responsible for covering costs to maintain access to the lot which would include snowplowing and sanding, along with some routine maintenance costs to keep things like the fence in good order. The MDOT as the lot owner appears to be responsible for approving and, if I'm reading this right, covering the costs for any capital projects or maintenance to existing capital improvements that would be expected as things age, such as the paved right-of-way. As the lessor (Town of Chebeague) and the sub-lessor (CTC), it makes sense for us to work together to understand this lease, identify and come up with a plan to address immediate concerns and identify areas that require more long term planning, such as addressing sea level rise and its effect on the parking lot. Then, we would need to go to MDOT as the owner of the lot.

Bo, would the Selectboard be willing to set up a workshop with CTC to begin this discussion?

Thanks for your consideration.

--

Matt Ridgway

General Manager

Chebeague Transportation Company

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ridgway.matthewd@gmail.com

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MEMO

To: Bo Beaupre, Chair of Board of Selectmen
From: Vika Wood, Town Administrator
Date: November 2022
Re: American Rescue Plan Act (ARPA) funds.

Town of Chebeague has \$36,585.32 in ARPA funds. Under the US Treasury, these funds can only be spent for very specific things. Just as with Grants, we would have to keep track of expenses and report to the state. The discussion of these funds has been on a few agendas in the past, but no decision was made on how to spend the funds. I have read the guidelines and checked with MMA Legal and have a recommendation on how to spend these funds.

As you are aware, the town office space is maxed out and was supposed to be temporary when we became a town in 2007. The reality is that a new town office, an addition, or anything that is more suitable is not going to happen soon. In the meantime, we need to expand and improve what we must work with. With your permission, I would like to use the ARPA funds to paint the walls, purchase more storage cabinets, hire someone to build built ins on higher part of the walls etc. While the space is small and we have outgrown it, some small changes can give us a few more years in this space. Even small improvements cost money. So rather than budgeting for this when we have so many other projects, I would like to see ARPA funds be used for this. According to MMA legal, it is likely that these expenditures would qualify as the "provision of government services". I wanted to put this on your radar, so you are aware and hopefully support me in this decision.