



# Town of Chebeague Island

**To:** Robert Earnest, Chair of the Select Board

**From:** Viktoria G. Wood, Town Administrator

**Date:** October 30, 2023

**RE:** Town Administrators Report

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**Tax Assessor** – Last week I received a call from our current Tax Assessor, Jackie Robbins. Her call was for the purpose of giving her resignation. Jackie has agreed to stay on for 30 days. November 21<sup>st</sup> will be her last day in office and as the town Tax Assessor. She does have a good recommendation of someone who is interested in the position.

**Audit 2023-** The auditors were here last week. They were able to collect what they needed. I was told that their goal is to try to get this audit complete in the next 30 days.

**Elections-** Absentee Ballots are available for the November 7<sup>th</sup> Election. There are several lengthy and complicated state questions. Please take the time to look at the information on the town website or at the town office.

**Dredging-** The dredging is due to start on November 1<sup>st</sup>. The equipment is starting to show up. This should take around 3 weeks to complete. They will primarily be dredging at night. They will communicate with the town and CTC on any needs. I have connected Army Core with Bob so there is new person of contact through this transition.

**Bennetts Cove-** Before I was able to submit anything to DEP, DEP contacted me. Attached is a communication I asked to be emailed outlining the reason for the contact. Bennetts Cove neighbours and their represented attorney has been contacting DEP about the possible ideas that town has to improve the area. My suggestion was that the town meet with Ron Wood or have a zoom and explain from the town perspective what the ideas are. At this point my suggestion is the town either put this on hold until a new TA comes onboard and takes over or a member of the board take this on to keep the momentum going. Sevee & Maher called last week about the proposal that was requested from them as well. We have been playing phone tag and have not been able to connect.

**Wharf Rd Reserve Fund-** Please see communication from Nat Tupper.

## DEP rules for Bennett Cove

Wood, Robert <Robert.Wood@maine.gov>

Tue 10/24/2023 9:20 AM

To: Town admin <townadmin@townofchebeagueisland.org>

Cc: Hallowell, Dawn <Dawn.Hallowell@maine.gov>; Stebbins, Mark N <Mark.N.Stebbins@maine.gov>

📎 2 attachments (239 KB)

096c355.doc; 096c305.docx;

Hi Viktoria,

Thanks for your time on the phone yesterday; it was nice speaking with you.

As I mentioned yesterday, Bennett Cove on Chebeague Island contains a mapped frontal sand dune, which can be seen on the [Maine Geological Survey sand dune maps](#). Sand dunes are a protected natural resource under the State's Natural Resources Protection Act (NRPA), M.R.S. 38 §§480-A – 480-JJ. The Department's Ch. 355 Coastal Sand Dune Rules and Ch. 305 §§16 and 16-A NRPA Permit By Rule Standards (both attached and available [here](#)) govern activities in coastal sand dunes.

Ch. 355 §6(B) sets forth standards for new construction in frontal dunes. This section states that, "A new structure or addition to an existing structure may not be constructed on or seaward of a frontal dune with the exception of the following..." It then outlines specific structures that may be permitted in a frontal dune, which does not include barge landing structures, boat ramps or similar structures.

I would be happy to meet to learn more about the Town's plans. However, Ch. 355 affords little flexibility, as it is designed to protect a finite natural resource.

If you would like to have a site-specific assessment conducted to confirm that the mapped frontal dune at Bennett Cove is in fact a frontal dune, we can also work with the Maine Geological Survey to schedule an assessment.

If you have any questions or would like to schedule a meeting or assessment, please let me know.

Best,  
Rob



Rob Wood (he/him)  
Director, Bureau of Land Resources  
Maine Department of Environmental Protection  
17 State House Station, Augusta, ME 04333  
Tel: 207-855-8361

## FW: Draw on the Wharf Road Reserve Funds

Nat Tupper <ntupper@Yarmouth.me.us>

Thu 10/26/2023 9:22 AM

To: Viktoria Wood <TownAdmin@chebeague.net>

I thought I sent this to you yesterday- but it turns out I emailed it to myself.

OMG, it really is time to retire.

Nat

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**From:** Nat Tupper

**Sent:** Wednesday, October 25, 2023 4:38 PM

**To:** Nat Tupper <ntupper@Yarmouth.me.us>

**Subject:** RE: Draw on the Wharf Road Reserve Funds

The quote came in at \$32,300 + \$7,500 for permitting (if we go that far) for a total of \$39,800. We will seek authorization for up to \$50,000 which provides plenty of contingency which hopefully we will not need. Any amount not needed will go back into the Reserve. While the Agreement does not necessarily require it, we agree that this planned action is subject to approvals of both the Yarmouth and Chebeague elected officials.

Excerpt of the Wharf Use Agreement 2008 amendment:

The Town of Yarmouth shall maintain a reserve fund for the sole purposes of providing for the maintenance, capital repairs and eventual replacement of the Cousins Island dock and/or the improvements to Wharf Road contemplated in the above referenced MDOT PIN 7871.00.

- a. Both the Town of Chebeague and the Town of Yarmouth shall annually pay into the fund in accordance with a schedule of payments detailed in Exhibit A attached to this Agreement and made a part hereof. The initial payments shall be due November 30, 2009 and annually thereafter on or before the last business day in November. Funds held in the replacement reserve by the Town of Yarmouth under a predecessor agreement with the Town of Cumberland shall be carried forward and included in this capital reserve.
- b. In the event that the need to repair or replace the Cousins Island dock arises, Yarmouth shall repair or replace the dock and Wharf Road improvements as may be necessary; provided, however, that Chebeague Island's obligation to provide funding for replacement facilities shall not exceed an amount equal to its proportionate share of facilities of the same size and of the same design and materials as the present dock, and Wharf Road improvements contemplated in MDOT PIN 7871.00 unless the parties specifically agree otherwise. In the event that the funds available in the said reserve fund may be insufficient to cover the costs of the repair or replacement, Chebeague Island shall pay to Yarmouth an amount equal to 80% of the costs in excess of the funds available in the reserve fund, prior to the commencement of necessary repairs or replacement. The Town of Yarmouth will provide an annual accounting of sums expended for maintenance and/or replacement of the Cousins Island dock to the Town of Chebeague Island.
- c. The payments made to the Town of Yarmouth by the Town of Chebeague Island pursuant to the provisions of this paragraph shall be in lieu of any schedule of docking fees, user fees, or similar fees, charges, taxes, or other monetary assessments that the Town of Yarmouth might otherwise be entitled to impose upon the Chebeague Transportation Company or its passengers for the use of the Cousins Island dock. The Town of Yarmouth shall be responsible for funding the remaining normal and anticipated costs associated

with the maintenance and replacement of the Cousins Island dock and of the Town of Yarmouth's ramp and float to be installed on the Cousins Island dock.

**Nathaniel J. Tupper**  
Town Manager

200 Main Street, Yarmouth ME 04096  
207-846-9036

[www.yarmouth.me.us](http://www.yarmouth.me.us)

**YARMOUTH**  
MAINE



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**From:** Nat Tupper  
**Sent:** Wednesday, October 25, 2023 8:50 AM  
**To:** Viktoria Wood <[TownAdmin@chebeague.net](mailto:TownAdmin@chebeague.net)>  
**Subject:** Draw on the Wharf Road Reserve Funds

As a follow up to our conversations about the Wharf Road pier (Cousins Island Wharf Rd) we are proceeding to get a quote for an engineering assessment of any structural and maintenance issues that ought to be addressed, along with permitting costs. I expect to get that quote soon (it's overdue already) and plan to ask the Yarmouth Town Council to authorize the work. The cost would need to be funded from the Joint Capital Reserve (Yarmouth and Chebeague). I don't know what the engineering cost will be yet- but Steve Johnson is guessing it will be significant. (Who knows what the project work itself will be and what that will cost...but the engineering costs alone will be large. That's what the reserve is intended for.) Anyway, I just wanted to give you a heads up that I'll be sharing a number soon and that's what it's for. I expect you will want to have your board authorize those funds to be withdrawn- and so I wanted to get in your agenda queue.

Nat

**Nathaniel J. Tupper**  
Town Manager

200 Main Street, Yarmouth ME 04096  
207-846-9036

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**YARMOUTH**  
MAINE



Town of Chebeague Island Code of Ordinances  
Chapter 21 – Roads and Paths  
Article I – Traffic and Parking Ordinance

# TRAFFIC AND PARKING ORDINANCE

of the Town of Chebeague Island  
MAINE

Adopted by the Town Meeting: 1/9/2010  
Effective: 1/9/2010  
Amended by Selectmen: 10/09/2013  
and:

Attest:

\_\_\_\_\_  
Town Clerk

Seal:

Town of Chebeague Island Code of Ordinances  
Chapter 21 – Roads and Paths  
Article I – Traffic and Parking Ordinance

SECTION 101. TITLE

This Ordinance shall be known as and may be cited as the “Traffic and Parking 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

This ordinance is enacted to provide for the establishment of uniform rules governing the flow of traffic on Chebeague Island, and to regulate the parking of vehicles on the roads and public facilities of the Town of Chebeague Island. It is intended to ensure safety to persons and property, to promote availability and use of public facilities, to encourage and protect traditional maritime and commercial activities, to make provision for commercial maritime activities and to create a fair and efficient framework for administration of those regulations. It supersedes the similar provisions of the Town of Chebeague Island Coastal Waters Ordinance, except those sections of the same, which may be incorporated herein.

This ordinance is adopted pursuant to the Home Rule Powers as provided for in Article VII-A of the Maine Constitution and Title 30-A M.R.S.A., Chapter 187, Subchapter IV. This ordinance shall be subordinate to existing Federal and State Laws governing the same matters and is not intended to preempt other valid laws.

SECTION 103. DEFINITIONS

- a) The definitions contained in Title 12-A M.R.S.A. for terms not otherwise defined in this chapter shall govern the construction of words contained in this Ordinance. Any words not otherwise defined therein shall be given their common and ordinary meaning.
- b) Compact Vehicle - Any vehicle that is less than 15' in overall maximum length.
- c) Commercial Vehicle – A vehicle that has a gross vehicle of 10,001 pounds or more.

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SECTION 104. TOWN ROADS

- a) Speed Limits - The Maine Department of Transportation has established the speed limit on the Town Roads of Chebeague Island to be 30 MPH. The Board of Selectmen may, from time to time, petition the Department to change the posted speed limit.
- b) Plowing of Snow – Title 29-A M.R.S.A. Chapter 21, Subchapter 2396 prohibits any person from placing in the public way snow or slush that has not accumulated there naturally. A violation of this section and 29-A M.R.S.A. Subchapters 103 and 104 state that the exclusive penalty for which is a fine of not less than \$25, nor more than \$500, suspension of license, or both.

Town of Chebeague Island Code of Ordinances  
Chapter 21 – Roads and Paths  
Article I – Traffic and Parking Ordinance

c) Parking on Town Roads – It shall be unlawful to park a motor vehicle within the right-of-way of any town road so as to impede or create unsafe conditions for travel, maintenance, or emergency vehicle access.

e) It shall be unlawful to place, park, or leave any vehicle, or physical object in a public way owned by the Town of Chebeague so as to unreasonably obstruct the safe passage and / or view of 2- way vehicle, bicycle, and pedestrian traffic. Initial violations of this section will be consistent with other fines in this ordinance. After 3- violations and a written registered letter of complaint to the owner of the vehicle or object of obstruction from the Select Board of the Town of Chebeague. The town will have the ability to remove, or disable the vehicle, or obstruction, with a parking Boot, and fine the vehicle owner an additional \$100 for any costs incurred to the Town. All outstanding fees and fines will be required to be paid in full for retrieval of property or vehicle by its respective owner. Any appeal of enforcement of this ordinance shall be heard by the Town of Chebeague Select Board. Exemptions from this section will include the Southwest side of the stone wharf road, and temporary parking on the sides of Public ways to accomplish needed work at a residence or business, and to allow for private gatherings for short, reasonable time periods.

SECTION 105. STONE WHARF AREA

It shall be unlawful to park a motor vehicle so as to block or restrict access to the Stone Wharf landing, ramp or pier.

- a) Bicycles shall be parked only at a rack placed in a location on the Stone Wharf as determined by the Harbormaster.
- b) Motor vehicles shall be parked for no more than twenty-four (24) hours on the Stone Wharf or on the Wharf Road.
- c) A pedestrian safety zone six (6) feet wide is hereby established on the west face of the Wharf, as shown on the Stone Wharf Parking Plan. (Attachment A)
- d) Five (5) parking spaces on the east face of the wharf shall be reserved for the use of handicapped persons.
- e) Two (2) parking spaces shall be reserved for the captain and crew of the Chebeague Transportation Company on the south face of the wharf. (Attachment A)
- f) No vehicle shall be left parked and unattended in any area that is not identified in Attachment A as a regular or reserved parking space. Parking shall be permitted on the South shoulder of Wharf Road, and no parking shall be permitted on the North shoulder.
- g) Police, fire, rescue and other emergency vehicles and equipment shall be exempt from this ordinance during times of emergency or official duties.
- h) The areas shown on the Stone Wharf Parking Plan designated as "Loading and Unloading Area" shall be reserved for loading and unloading only. No cars may be left parked and unattended in this area.
- i) During the months of June and November, the Loading and Unloading Areas as shown on the Stone Wharf Parking Plan shall be limited to temporary use to allow

Town of Chebeague Island Code of Ordinances  
Chapter 21 – Roads and Paths  
Article I – Traffic and Parking Ordinance

fishermen access to load and unload gear. The Seven (7) spaces north of the barge ramp shall be “No Parking – June and November” as depicted on Attachment A.

- j) No person shall leave any commercial fishing equipment standing for a period in excess of forty-eight (48) hours anywhere on the Stone Wharf.

SECTION 106. CHANDLER’S COVE WHARF AREA

- a) Motor vehicles shall not be parked for more than twenty-four (24) hours in either of the two town-owned parking lots, except for vehicles owned by public utility companies.
- b) One space, if necessary, shall be reserved for employees of the U.S Postal Service.

SECTION 107. INDIAN POINT AREA

- a) Five (5) spaces shall be designated at the end of Indian Point Road on the inner hook side (Attachment B).
- b) No vehicle shall be left parked and unattended in any area on Indian Point Road other than the spaces identified in SECTION 107 a) of this ordinance.

SECTION 108. BENNETT’S COVE AREA

- a) Commercial vehicles shall be permitted only between the hours of 7:00 am and 5:00 pm Monday through Friday. Exceptions may be made for municipal and commercial use of Bennett’s Cove Road outside of the general requirements set out above for emergency situations. Emergency situations are defined as an unforeseen combination of circumstances or resulting state that calls for immediate action.
- b) Overnight Parking of commercial vehicles (12 midnight through 7:00 am) on Bennett’s Cove Road is prohibited.
- c) Parking commercial vehicles in the turnaround area at the foot of Bennett’s Cove Road is prohibited at all times.

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~~Section 108~~ SECTION 109. ADMINISTRATION AND ENFORCEMENT

This ordinance shall be administered by any duly sworn law enforcement officer and / or Parking Enforcement Attendant or any other person so designated by the Town Administrator.

Town of Chebeague Island Code of Ordinances  
Chapter 21 – Roads and Paths  
Article 1 – Traffic and Parking Ordinance

Law Enforcement Officers of the Town of Chebeague Island, the Parking Enforcement Attendant or other person so authorized by the Town Administrator, shall have the authority to enforce this ordinance.

The Town Administrator shall cause fines to be collected via legal methods of collection. Any fines not collected after thirty (30) days of the issuance of a notice of violation shall be either turned over to a collection agency, prosecuted in Small Claims Court, or collected by other means such as prosecution by the Sheriff in conjunction with the District Attorney.

The Town Administrator shall have the authority to hear appeals of the issuance of the Notice of Violation. Any person aggrieved by the decision of the Town Administrator shall appeal, in writing, to the Board of Selectmen, who shall hold a hearing on the grievance at their next scheduled regular meeting.

~~Section 109.~~ SECTION 110. PENALTIES

Any violation of this Ordinance shall be a civil infraction subject to a fine of not less than \$20 and not more than \$500. Each violation shall be deemed a separate offense. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged way or related structure and reasonable attorney fees and costs. Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

Any person found in violation of the following parking provisions of this ordinance shall be subject to a fine as listed below:

- \$20 Parking in a no parking area
- \$20 Overtime parking (more than 24 hours)
- \$50 Parking in a handicapped parking space
- \$20 Parking in a loading zone

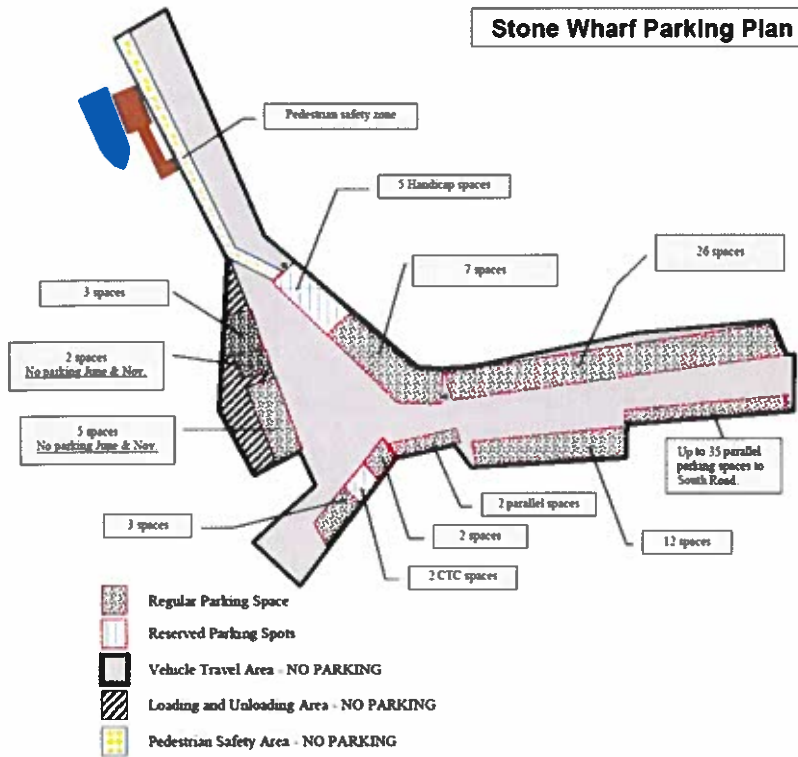
~~Section 110.~~ SECTION 111. AMENDMENTS

Subsequent to adoption of this Ordinance at a Town Meeting, and after a duly noticed hearing, the Board of Selectmen have the authority to make amendments, deletions and additions to this Ordinance as they deem to be in the best interest of the Town of Chebeague Island.

~~Section 111.~~ SECTION 112. SEVERABILITY

In the event any portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remaining portions shall continue in full force and effect.

**ATTACHMENT A**



**ATTACHMENT B**





# PROPOSAL

Architectural Design and Permitting Services



October 27, 2023

Bob Earnest and Mark Dyer – Town of Chebeague  
192 North Road  
Chebeague Island, ME 04017

Re: **Town Office Site Planning Project**

Dear Bob and Mark,

It is a pleasure to provide this proposal for the Town Office Site Planning Project. It is our understanding that there are three separate stakeholders that have an interest in using the site for various reasons and will need to be incorporated. The Chebeague Island Broadband Central Plant is looking to build a concrete pad with a cover on the site, the Towns of Cumberland and Yarmouth Radio Upgrade are looking to building a small structure to house the new electrical components to the radio tower, and the Town of Chebeague would like to make sure these new structures do not affect the overall vision of the future of the site.

There are a lot of new electrical components that are being added and each hoping to tie into the existing service (if feasible) of the Town Hall and Fire Station. There are also new structures that are looking to be built that need to be thoughtfully incorporated into the existing site.

Our team will include our Electrical Engineer, Tim Matthews from Swiftcurrent Engineering. He will help determine all the current loads on the existing system and whether there is room for any expansion. He will make recommendations for the best solutions, whether each entity needs to bring in their own service or if combining services is a more efficient option, and if the overall existing service needs to be upgraded at this time. He will also determine the current standing of the generator on site, and if it can be shared between entities.

We will provide a site plan showing the new accessory building or buildings locations depending if they are better off combined or separated. The site plan will take into account future needs as well as current needs. This includes but is not limited to – Building access, vehicular circulation on the site, snow removal/storage, safety of users, and protection of equipment.

Other project assumptions:

- We will only be providing a site plan and none of the accessory building drawings
- Mechanical and Plumbing will be design/build

**Project Professional Fee:**

Because of the complexity of entities involved, we propose to provide the work as an **hourly basis** plus direct reimbursable expenses. With each indicated scope of work or deliverable item, we have estimated a reasonable number of hours based on our experience. They do not however, include unforeseeable circumstances which could arise.

Verify Existing Conditions and examine all electrical on site - **6 Hours**

Site Plan showing all accessory buildings – **12 Hours**

Meetings with the stakeholders ( we are estimating 2 meetings) - **4 Hours**

Coordination with our electrical engineer – **4 Hours**

Electrical Engineering Specs, drawings, & etc. – **30 Hours**

**Estimated Hours – 26 hours - Estimated Total Costs \$7,600 plus reimbursables**

As this is estimated hours, it could be less or more depending on circumstances. Charges shall be billed hourly only on the work performed.

Invoicing/ Billing:

- Invoices will be submitted monthly based on the work completed.

Attachments:

- Port City Architecture Standard Hourly Rates and Reimbursable Expenses
- Port City Architecture Standard Terms and Conditions
- Fee Matrix

This proposal is valid for thirty (30) days. If the outlined scope and proposed fees are acceptable, I would ask that you please sign this letter in the space provided and return a copy to this office via standard mail or e-mail. Thank you.

Sincerely,

**PORT CITY ARCHITECTURE**



Curtis Robinson

Associate

**Port City Architecture**

Accepted,

**Bob Earnest or Mark Dyer**

\_\_\_\_ / \_\_\_\_ 2023

**PORT CITY ARCHITECTURE**

65 Newbury Street, Portland, ME 04101-4218 • 207.781.9000 • Fax 207.781.2010 • [info@portcityarch.com](mailto:info@portcityarch.com)

Page 2 of 6



## STANDARD HOURLY RATES 2023

### Professional Fees

Principal	\$160.00/hour
Associate	\$140.00/hour
Staff Architect	\$130.00/hour
Senior Architectural Designer	\$120.00/hour
Interior Designer	\$120.00/hour
Architectural Designer	\$100.00/hour
Technical Assistant/CADD	\$ 95.00/hour
Administrative Services	\$ 75.00/hour
Consulting Engineer	\$150.00/hour

### REIMBURSABLE EXPENSE SCHEDULE

Reimbursables shall be charged at 5% of the total Design Fee or as direct expenses below

#### Printing

Clean Prints (blueprints)	\$ 0.50/sf
Copies-8 1/2"x11"	\$ 0.20 each
11"x17"	\$ 0.45 each
Sepias, Mylar	\$ 4.75/sf
Sepias, Paper	\$ 2.50/sf
Bindings	\$ 4.00/ea

#### Postage

Cost Plus 10%

#### Travel

Mileage (as per IRS)	\$ 0.62/mile
Lodging Cost Not to Exceed	\$200/Day/Person
Food Cost Not to Exceed	\$ 90/Day/Person Photography

#### Reproductions (not in-house)

Cost Plus 10%

#### Laboratory Testing

Cost Plus 10%

#### Advertising

Cost Plus 10%

#### Consultants

Cost Plus 10%

#### Color Renderings

Cost Plus 10%

#### Communication/Technology charge 2%:

Phone calls, software, scanning, website plan room, emails, and other forms of communication

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65 Newbury Street, Portland, ME 04101-4218 • 207.761.9000 • Fax 207.761.2010 • [info@portcityarch.com](mailto:info@portcityarch.com)

## Port City Architecture 2023 Terms and Conditions



### 1. ABSENCE OF WARRANTY

All services of ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted architecting practice. All estimates, recommendations, opinions and decisions of the ARCHITECT will be on the basis of the information available to the ARCHITECT and the Architect's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

### 2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ARCHITECT may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the ARCHITECT on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the ARCHITECT and OWNER.

### 3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project as we understand it to be defined. For projects involving conceptual or process development work, required services often are not fully definable in the initial planning. Accordingly, developments may dictate a change in the scope of services to be performed. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental authority. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

### 4. PAYMENT

Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at the ARCHITECT's office(s) is one-half hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the OWNER will be advised at the start of an assignment, task, or phase.
- b. Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ARCHITECT, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense.
- c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.

### 5. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ARCHITECT and an opportunity for consultation been given. A final invoice will be calculated on the first or fifteenth

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65 Newbury Street, Portland, ME 04101-4218 • 207.761.9000 • Fax 207.761.2010 • [info@portcityarch.com](mailto:info@portcityarch.com)

of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ARCHITECT or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Where method of contract payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs the ARCHITECT incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

**6. LIMITATION OF LIABILITY**

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the ARCHITECT's liability to the OWNER for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the ARCHITECT's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed triple the contract payment hereunder. OWNER hereby releases the ARCHITECT from any liability above such amount and such amount shall be the **sole and exclusive remedy** to OWNER.

**7. INSURANCE**

The Architect agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ARCHITECT agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the ARCHITECT) provided the premiums for additional insurance are reimbursed by OWNER.

**8. INDEMNIFICATION**

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages or liabilities, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages or liabilities, to the extent caused by the Owner's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**9. DISPUTE RESOLUTION**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**9. GRATUITIES**

The ARCHITECT represents that no gratuities (in the form of the entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the OWNER with a view towards securing this Agreement or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

**10. CONFIDENTIALITY**

The ARCHITECT shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the ARCHITECT or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ARCHITECT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

**11. REUSE OF DOCUMENTS**

All documents, including drawings and specifications, prepared or furnished by ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of the Project and the ARCHITECT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or project-specific adaptation by the ARCHITECT will be at the OWNER's sole risk and without liability or legal exposure to ARCHITECT or its subsidiaries, independent professional associates, subconsultants and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse. Any such verification or project-specific adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by OWNER and the ARCHITECT.

**12. CONTROLLING AGREEMENT**

To the extent they are inconsistent or contradictory; the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code. Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ARCHITECT. The ARCHITECT's acknowledgment of receipt of any purchase order, requisition, notice or authorization, or the ARCHITECT's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

**13. PROPRIETARY DATA**

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of ARCHITECT.

**14. GOVERNING LAW**

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ARCHITECT.

**-END OF ITEMS**

**DRAFT AD HOC FINANCE COMMITTEE  
TOWN OF CHEBEAGUE ISLAND, MAINE**

**PURPOSE:** The purpose of the Ad Hoc Finance Committee is 1) to make recommendations on the format of a permanent TOCI Finance Committee to the SB, 2) to collect and analyze financial data necessary for responsible long-term financial and capital planning in the Town, 3) in conjunction with SB, to communicate these findings and recommendations to the community. The Ad Hoc Committee is intended to be a short-term committee, appointed for the remainder of FY24 and is expected to be replaced with a permanent Finance Committee.

The primary tasks of the Ad Hoc Finance Committee are:

1. Developing a historical overview of the TOCI finances from 2008 to present.
2. Compiling data necessary for the development of a Capital Improvement Plan (CIP).
3. Development of a draft CIP plan (if time permits)
4. Provide a recommendation on the purpose, size, membership criteria and format of a TOCI Finance Committee.
5. In conjunction with SB, communicate these findings to the residents (or community) of the Town of Chebeague Island

**MEMBERSHIP:** .

- One member of the Board of Selectman (non-voting)
- Town Administrator (non-voting)
- Three members of the public at large.

A quorum will be a majority of the voting members (2).

**DURATION:** Appointment through end of FY24.

## **ANTICIPATED TASKS:**

### **TASK 1 Historical overview of TOCI Budget – *Where have we been?***

Comparison from 2008 through FY23 of TOCI

- Expenditures
- Revenues
- Debt Service
- Capital Improvements
- Undesignated Fund Balance
- Valuation/Assessment
- Mil rate

### **TASK 2 Compilation of Data for Capital Improvement Data - *Where are we going?***

- Inventory, valuation and replacement schedule of current tangible assets
- Identification and valuation of known or potential additional new Assets/Projects
- Summary and Status of Existing Capital Accounts
- Debt service – Summary of Existing and Projected

### **TASK 3 Development of a Draft Capital Improvement Plan**

- Creation of a CIP Schedule/Spreadsheet
- Outline of the Capital Improvement Planning Process
- Written CIP Plan (if time permits)

### **TASK 4 TOCI Finance Standing Committee**

- Provide a recommendation to SB on the purpose, size, membership criteria and format of a TOCI Finance Committee.

### **TASK 5 – Public Outreach**

- In conjunction with SB, communicate these findings to the residents (or community) of the Town through a printed/online summary and public workshop no later than April 15<sup>th</sup> 2024.