



Town of Chebeague Island

To: Robert Earnest, Chair of the Select Board
From: Viktoria G. Wood, Town Administrator
Date: March 1, 2024
RE: Town Administrators Report

Audit- The draft Audit has been shared with the board. When the final FY 23 Audit is received, we will add it to the town website, bringing us current. This is great news because at this point last year, the town was 2 audits behind.

Town Office Remodel- It has been a few weeks now since we have been back full time in the town office post renovation. The new desks will be arriving and installed on March 8th, which will complete the project. In all, the project did come in within the budget and the construction was done in 2 weeks. The remodeled space is working well and is providing the ability, as had been planned, to grow into it. This work was done in time for the busy season. The staff has worked hard to pack and unpack everything. When we are a bit more settled, we would like to have an "open house" and allow the public to come see the improvements that were made.

Road Closure- All Chebeague roads will be closed to heavy loads starting March 6th and until April 15th.

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: Chief Ralph Munroe
Date: March 1, 2024
Re: Monthly Report

For runs this is our slowest time of year but to date we have had 7 calls this year. Since my last report I think I should mention the untimely passing of one of our members, Jeremy Ames. It has been especially hard for all our members. With the help of other fire fighter EMTs outside our department we held a grief counseling session open to all Chebeague Members. Since then, we have had three members from our department take part in a 32-hour counseling training so that they can offer the same. I would like to note that the department has delt with this extremely stressful time and moved forward in a truly professional manor.

We are in the middle of running a basic fire fighter class, with 8 members attending and 2 from Long Island. This training meets the department of Labors minimum standards for training to where an air pack. I would like to thank all the members for the extra training they have been willing to do to better serve the community. I am assisting in the teaching with the Maine Fire Institute instructors. The class is 73 hours long and most of it takes place here on Chebeague with a couple of field trips to training facilities over town.

Respectfully submitted
Ralph Munroe

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MEMO

To: Viktoria Wood, Town Administrator
From: Genaro Balzano
Date: March 1, 2024
Re: Monthly Report

Stone Pier

The town floats fared well with this unpredictable weather that we have had this winter. Coastal Waters has put a lot of effort into a maintenance and replacement plan for our existing floats.

Chandlers

Same applies to the Chandler floats system.

Shellfish

Flats are open and licenses are selling.

Aquaculture

Recently took part in a pre-app meeting with DMR, Jeff and Beth Putnam. On Feb 28th Another pre-app meeting took place with DMR and Max Burtis from Harpswell. Justin Doughty Was also in attendance.

Moorings

Work in progress.

Regards

Genaro



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

MEMORANDUM

Date: February 29, 2024
To: Members of the Select Board & Viktoria Wood, Town Administrator
From: Tammy Munson, Code Enforcement Officer
Re: Monthly Report

The I-Worqs program is operational, and I have been using it to process permits. All of the permitting data from the beginning of the year has been entered into the system and is up to date. I am still working out kinks on the permitting side, but I am very pleased with the progress we have made. We are ahead of schedule and should be well prepared for a go-live date on the public side of things. I would like the Select Board to discuss an announcement date, a launch date, and a public portal date. The Town Administrator and I discussed this and feel it is pertinent to have your guidance. Please direct her on your thoughts and she can follow up with me.

In closing, I have attached permitting reports for your review of our new I-Worqs permitting program. There are various report options so please let me know if there is a specific report you are looking for. I have issued one application for a growth permit so there are more available.

Permit Report

2/1/2024 - 2/29/2024

Permit #	Permit Date	Permit Type	Description	Owner Name	Parcel #	Parcel Address
240020	2/27/2024	Subsurface - SW	SSWD Replacement System	BEAL, BRADLEY D	I07-052	33 BLUFF HEAD ROAD
240019	2/27/2024	Internal Plumbing - IP	Internal plumbing	HUTCHINSON, BRUCE A	I01-060	4 BENNETTS COVE RD
240018	2/27/2024	Internal Plumbing - IP	Internal plumbing	OLNEY PETER B	I03-122	99 ROY HILL ROAD
240017	2/27/2024	Internal Plumbing - IP	Internal Plumbing	CASTINE, MICHAEL R	I01-020A	44 JENKS ROAD
240016	2/27/2024	Internal Plumbing - IP	Internal Plumbing	ALPER, NORAH T	I04-078	21 SOULE ROAD
240015	2/27/2024	Internal Plumbing - IP	Internal Plumbing	WILES BETH	I03-049	219 SOUTH ROAD
240014	2/27/2024	Internal Plumbing - IP	Internal Plumbing	MCCUSKEY, WILLIAM A & ROBERTA W. TRUSTEES	I07-012	95 NORTH ROAD
240013	2/27/2024	Internal Plumbing - IP	Internal Plumbing	PIGULA SUMMERS LLC	I05-008A	68 POND ROAD
240012	2/27/2024	Internal Plumbing - IP	Internal Plumbing	ROSS, LISA	I03-006A	32 FIREHOUSE ROAD
240011	2/27/2024	Electrical - EP	Service Upgrade	OVERHOLTZE R, ROBERT D	I06-026	354 NORTH ROAD
240010	2/25/2024	Building - BP	Add One Bedroom Accessory Dwelling Unit	WRIGHT, JULIE	I03-146-001	164 NORTH ROAD
240009	2/25/2024	Building - BP	Renovations to single family	STORMS, DEBORAH A	I02-016	410 SOUTH ROAD
240008	2/20/2024	Shoreland Zoning - SZ	Storm repair	FLS BUSINESS CENTER LLC	I09-002	0 HOPE ISLAND
240007	2/16/2024	Building - BP	Renovations to first floor	WILES BETH	I03-049	219 SOUTH ROAD
240006	2/16/2024	Growth Permit - GP	Growth Permit	BALLARD, BARBARA	I02-042	0 JOHN SMALL ROAD

Permit #	Permit Date	Permit Type	Description	Owner Name	Parcel #	Parcel Address
240005	2/16/2024	Shoreland Zoning - SZ	Shoreland growth management	INDIAN, ISLAND COMPANY	I05-016	80 INDIAN POINT ROAD
240004	2/16/2024	Building - BP	Alterations to Town Hall	TOWN OF CHEBEAGUE ISLAND	I03-137	192 NORTH ROAD
240003	2/16/2024	Building - BP	Description			

Total Records: 18

2/29/2024



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

February 2023

This month we put cones and barricades on East Shore Drive and West Shore Drive. We put back the stop sign at Bennet's Cove Road and the Handicap sign at Chandlers lower parking lot. We took all the construction debris from town office too the dump. Helped move boxes and Filing cabinets to Ross room and back in to the office again. We took trash from Chandlers beach from people cleaning up the beach that they left in the lower parking lot. Back dragged upper lot to flatten road because of large trenches left when it thawed. Worked on trucks 10 Brake lights. Cleaned trucks and did windows in Backhoes and trucks. Worked on filling pot holes as weather allowed. Did some sweeping at the shop for the cold patch delivery and on some of the roads where sand was heavy and did some clean up from storm debris. Helped with internet delivery. Had a salt delivery and put it in salt shed. Helped CMP with trees on power lines and across the roads. Delt with some winter weather and lots of rain that is making the gravel road very soft.

**Thank you
Public Works**





Town of Chebeague Island

MEMO

To: Selectboard Chair, Robert Earnest

From: Viktoria Wood, Treasurer

Date: March 1, 2024

RE: Treasurer's Report March 2024

Bank Account Reconciliations:

The bank reconciliation is complete through December 2023. The bookkeeper will be working on January reconciliation. The reconciled Machias Savings Bank checking account balance at the end of December was \$2,054,340.30. As of January 30th the Machias Reserve Account Balance was \$1,809,530.64. I had contacted the bank, and we should expect that in the next statement there will be updates to account names to better reflect the descriptions adopted at the Town Meeting in June 2023.

Looking at the Expense/Revenue report, Excise tax (\$5,641) and Solid Waste Fees (\$2,696) are the largest revenues for the month. However, an impressive \$498 in parking tickets was collected in February.

With the budget season in full swing, I have taken a closer look at the items and have corrected a few line items to accurate expense accounts. I do not have any major concerns about where the town budget currently is and am keeping a closer eye on 1300 Admin/Selectboard department. With employee changes in recent months, the salary line may go over. If I had to make a prediction, I would guess that in the end, this department will not go over budget. I will be sure to keep the board informed if a concern arises.

Exp / Rev Summary Report
ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
300 Admn/Select					
REVENUES					
302 AGENT FEE	5,000.00	134.00	2,897.00	2,103.00	57.94
303 EXCISE TAX	119,000.00	5,641.00	78,102.81	40,897.19	65.63
304 BOAT EXCISE	8,000.00	199.40	2,465.70	5,534.30	30.82
305 INT & PEN	4,500.00	1,313.45	10,219.51	-5,719.51	227.10
307 LIEN COST	0.00	44.82	299.14	-299.14	0.00
308 ABATEMENTS	0.00	0.00	-23,541.04	23,541.04	0.00
311 HUNT&FISH	0.00	0.00	12.00	-12.00	0.00
312 MARRIAGE LIC	0.00	0.00	36.00	-36.00	0.00
315 CLERK LIC	0.00	0.00	20.00	-20.00	0.00
316 SHELLFSH LIC	1,500.00	55.00	760.00	740.00	50.67
325 SUPP TAX	0.00	0.00	335.70	-335.70	0.00
326 TAX COMMIT	3,225,695.00	0.00	3,264,893.67	-39,198.67	101.22
327 HOMEST REIMB	0.00	0.00	32,694.00	-32,694.00	0.00
328 VETERAN EXEM	0.00	0.00	50.00	-50.00	0.00
330 TREE GROWTH	0.00	0.00	1,071.27	-1,071.27	0.00
331 REV SHARING	36,731.00	3,935.88	28,023.58	8,707.42	76.29
332 BETE REIMB	0.00	0.00	121.00	-121.00	0.00
351 POLICE FINES	0.00	489.40	1,895.20	-1,895.20	0.00
364 GROWTH PERM	0.00	100.00	200.00	-200.00	0.00
365 BD APPEALS	0.00	0.00	450.00	-450.00	0.00
366 BLDG PERMITS	15,000.00	943.60	12,097.30	2,902.70	80.65
367 ELEC PERMITS	1,500.00	95.00	2,586.89	-1,086.89	172.46
368 PLUMB PRMITS	2,500.00	0.00	1,745.00	755.00	69.80
369 OTHER PERMIT	500.00	0.00	0.00	500.00	0.00
378 EDUC-AID	73,343.00	0.00	91,294.57	-17,951.57	124.48
379 INT INCOME	0.00	0.00	17,497.59	-17,497.59	0.00
390 MISC REVENUE	0.00	0.00	46.85	-46.85	0.00
395 UF TRANSFER	200,000.00	0.00	0.00	200,000.00	0.00
401 DOG REVENUE	0.00	49.00	181.00	-181.00	0.00
403 MOORING FEES	7,200.00	0.00	4,960.00	2,240.00	68.89
411 DOT REV URIP	14,880.00	0.00	17,160.00	-2,280.00	115.32
418 CI S/WASTE	26,000.00	2,696.00	20,415.60	5,584.40	78.52
500 RENT MOORING	500.00	0.00	1,050.00	-550.00	210.00
501 ST/WHF PMT	8,600.00	0.00	1,308.00	7,292.00	15.21
502 TRANS TIEFEE	2,000.00	0.00	3,175.58	-1,175.58	158.78
511 CTC ESC BLOT	0.00	0.00	2,000.00	-2,000.00	0.00
512 Copy Fee Rev	0.00	30.00	258.40	-258.40	0.00
Revenue Total	3,752,449.00	15,726.55	3,576,782.32	175,666.68	95.32
EXPENSES					
1000 Wages - F/T	167,523.00	17,556.00	131,598.82	35,924.18	78.56
UNKNOWN	167,523.00	17,556.00	131,598.82	35,924.18	78.56
1010 Wages - P/T	29,960.00	1,249.37	14,466.73	15,493.27	48.29
UNKNOWN	29,960.00	1,249.37	14,466.73	15,493.27	48.29
1110 Elected Off.	6,000.00	0.00	2,400.00	3,600.00	40.00
UNKNOWN	6,000.00	0.00	2,400.00	3,600.00	40.00
1300 Bank Fees	300.00	0.00	124.85	175.15	41.62
UNKNOWN	300.00	0.00	124.85	175.15	41.62
2010 Gasoline	1,000.00	0.00	382.91	617.09	38.29
UNKNOWN	1,000.00	0.00	382.91	617.09	38.29
2030 Telephone	3,200.00	0.00	2,357.04	842.96	73.66
UNKNOWN	3,200.00	0.00	2,357.04	842.96	73.66
2040 Internet	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
2041 Technology	31,236.00	0.00	27,538.51	3,697.49	88.16
UNKNOWN	31,236.00	0.00	27,538.51	3,697.49	88.16

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
1700 Planning CONT'D					
EXPENSES					
1070 G.I.S.	0.00	0.00	550.00	-550.00	0.00
UNKNOWN	0.00	0.00	550.00	-550.00	0.00
3010 Advertising	200.00	0.00	0.00	200.00	0.00
UNKNOWN	200.00	0.00	0.00	200.00	0.00
3210 Postage	100.00	0.00	0.00	100.00	0.00
UNKNOWN	100.00	0.00	0.00	100.00	0.00
3240 Publications	50.00	0.00	0.00	50.00	0.00
UNKNOWN	50.00	0.00	0.00	50.00	0.00
5090 Cont. Serv.	3,000.00	0.00	0.00	3,000.00	0.00
UNKNOWN	3,000.00	0.00	0.00	3,000.00	0.00
5240 Training	175.00	0.00	0.00	175.00	0.00
UNKNOWN	175.00	0.00	0.00	175.00	0.00
Expense Total	3,525.00	0.00	550.00	2,975.00	15.60
Net Profit / (Loss)	(3,525.00)	0.00	(550.00)	2,975.00	
1900 Legal Svcs					
EXPENSES					
5540 Gen. Admin.	23,000.00	731.25	7,544.00	15,456.00	32.80
UNKNOWN	23,000.00	731.25	7,544.00	15,456.00	32.80
Expense Total	23,000.00	731.25	7,544.00	15,456.00	32.80
Net Profit / (Loss)	(23,000.00)	(731.25)	(7,544.00)	15,456.00	
2100 Law Enf Svcs					
EXPENSES					
1010 Wages - P/T	8,653.00	561.60	4,836.58	3,816.42	55.89
UNKNOWN	8,653.00	561.60	4,836.58	3,816.42	55.89
2010 Gasoline	1,400.00	0.00	787.72	612.28	56.27
UNKNOWN	1,400.00	0.00	787.72	612.28	56.27
3335 Travel	1,300.00	0.00	970.90	329.10	74.68
UNKNOWN	1,300.00	0.00	970.90	329.10	74.68
5000 Contr. Svcs	45,382.00	-32,316.40	44,896.53	485.47	98.93
UNKNOWN	45,382.00	-32,316.40	44,896.53	485.47	98.93
Expense Total	56,735.00	-31,754.80	51,491.73	5,243.27	90.76
Net Profit / (Loss)	(56,735.00)	31,754.80	(51,491.73)	5,243.27	
2200 Fire Rescue					
EXPENSES					
1010 Wages - P/T	74,028.00	1,332.50	44,668.14	29,359.86	60.34
UNKNOWN	74,028.00	1,332.50	44,668.14	29,359.86	60.34
2000 Electricity	3,000.00	0.00	155.43	2,844.57	5.18
UNKNOWN	3,000.00	0.00	155.43	2,844.57	5.18
2010 Gasoline	750.00	0.00	179.75	570.25	23.97
UNKNOWN	750.00	0.00	179.75	570.25	23.97
2020 Heating Fuel	5,500.00	1,836.60	6,549.01	-1,049.01	119.07
UNKNOWN	5,500.00	1,836.60	6,549.01	-1,049.01	119.07
2030 Telephone	2,100.00	0.00	1,538.35	561.65	73.25
UNKNOWN	2,100.00	0.00	1,538.35	561.65	73.25
2041 Technology	2,500.00	0.00	1,844.69	655.31	73.79
UNKNOWN	2,500.00	0.00	1,844.69	655.31	73.79
2080 Diesel	550.00	0.00	150.90	399.10	27.44
UNKNOWN	550.00	0.00	150.90	399.10	27.44

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
500 Harbor Shell CONT'D					
UNKNOWN	150.00	0.00	0.00	150.00	0.00
5240 Training	750.00	0.00	0.00	750.00	0.00
UNKNOWN	750.00	0.00	0.00	750.00	0.00
Expense Total	31,127.00	1,476.48	21,721.07	9,405.93	69.78
Net Profit / (Loss)	(31,127.00)	(1,476.48)	(21,721.07)	9,405.93	

600 Animal Cont.

EXPENSES

1010 Wages - P/T	3,200.00	0.00	1,600.00	1,600.00	50.00
UNKNOWN	3,200.00	0.00	1,600.00	1,600.00	50.00
2030 Telephone	300.00	0.00	200.00	100.00	66.67
UNKNOWN	300.00	0.00	200.00	100.00	66.67
3160 Misc. Exp.	100.00	0.00	35.00	65.00	35.00
UNKNOWN	100.00	0.00	35.00	65.00	35.00
3290 Shelter	500.00	0.00	424.71	75.29	84.94
UNKNOWN	500.00	0.00	424.71	75.29	84.94
3350 Uniforms	150.00	0.00	0.00	150.00	0.00
UNKNOWN	150.00	0.00	0.00	150.00	0.00
5240 Training	600.00	0.00	0.00	600.00	0.00
UNKNOWN	600.00	0.00	0.00	600.00	0.00
Expense Total	4,850.00	0.00	2,259.71	2,590.29	46.59
Net Profit / (Loss)	(4,850.00)	0.00	(2,259.71)	2,590.29	

100 Public Svcs

EXPENSES

1000 Wages - F/T	96,388.00	7,414.41	63,046.72	33,341.28	65.41
UNKNOWN	96,388.00	7,414.41	63,046.72	33,341.28	65.41
1010 Wages - P/T	3,500.00	450.50	450.50	3,049.50	12.87
UNKNOWN	3,500.00	450.50	450.50	3,049.50	12.87
1020 Overtime	5,000.00	1,115.41	1,400.05	3,599.95	28.00
UNKNOWN	5,000.00	1,115.41	1,400.05	3,599.95	28.00
2000 Electricity	2,000.00	0.00	217.72	1,782.28	10.89
UNKNOWN	2,000.00	0.00	217.72	1,782.28	10.89
2010 Gasoline	3,000.00	0.00	1,585.30	1,414.70	52.84
UNKNOWN	3,000.00	0.00	1,585.30	1,414.70	52.84
2020 Heating Fuel	3,200.00	0.00	2,736.60	463.40	85.52
UNKNOWN	3,200.00	0.00	2,736.60	463.40	85.52
2030 Telephone	1,000.00	0.00	832.70	167.30	83.27
UNKNOWN	1,000.00	0.00	832.70	167.30	83.27
2041 Technology	2,500.00	27.69	1,537.69	962.31	61.51
UNKNOWN	2,500.00	27.69	1,537.69	962.31	61.51
2080 Diesel	8,000.00	-1,161.10	8,901.98	-901.98	111.27
UNKNOWN	8,000.00	-1,161.10	8,901.98	-901.98	111.27
3040 Equip Maint	17,000.00	113.38	11,777.96	5,222.04	69.28
UNKNOWN	17,000.00	113.38	11,777.96	5,222.04	69.28
3120 Marine Supp	3,000.00	0.00	0.00	3,000.00	0.00
UNKNOWN	3,000.00	0.00	0.00	3,000.00	0.00
3202 Janitorial	100.00	0.00	0.00	100.00	0.00
UNKNOWN	100.00	0.00	0.00	100.00	0.00
3300 Office Supp.	200.00	0.00	408.31	-208.31	204.16
UNKNOWN	200.00	0.00	408.31	-208.31	204.16
3335 Travel	2,800.00	0.00	2,452.40	347.60	87.59
UNKNOWN	2,800.00	0.00	2,452.40	347.60	87.59

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
3200 Solid Waste CONT'D					
UNKNOWN	650.00	42.88	307.02	342.98	47.23
5251 Sanitation	3,500.00	0.00	1,150.00	2,350.00	32.86
UNKNOWN	3,500.00	0.00	1,150.00	2,350.00	32.86
Expense Total	211,443.00	4,082.78	126,013.84	85,429.16	59.60
Net Profit / (Loss)	(211,443.00)	(4,082.78)	(126,013.84)	85,429.16	

4400 Misc-MainInd					
EXPENSES					
9110 ..	23,897.00	23,897.00	23,897.00	0.00	100.00
UNKNOWN	23,897.00	23,897.00	23,897.00	0.00	100.00
Expense Total	23,897.00	23,897.00	23,897.00	0.00	100.00
Net Profit / (Loss)	(23,897.00)	(23,897.00)	(23,897.00)	(0.00)	

4600 Contribution					
EXPENSES					
3150 Library	25,000.00	0.00	12,500.00	12,500.00	50.00
UNKNOWN	25,000.00	0.00	12,500.00	12,500.00	50.00
3151 Comm Center	38,500.00	0.00	19,250.00	19,250.00	50.00
UNKNOWN	38,500.00	0.00	19,250.00	19,250.00	50.00
3164 VNA	1,000.00	0.00	1,000.00	0.00	100.00
UNKNOWN	1,000.00	0.00	1,000.00	0.00	100.00
3166 Isl. Council	7,000.00	7,000.00	7,000.00	0.00	100.00
UNKNOWN	7,000.00	7,000.00	7,000.00	0.00	100.00
3167 Recreation	59,500.00	0.00	29,750.00	29,750.00	50.00
UNKNOWN	59,500.00	0.00	29,750.00	29,750.00	50.00
3168 CRC-Kids Pla	20,000.00	0.00	10,000.00	10,000.00	50.00
UNKNOWN	20,000.00	0.00	10,000.00	10,000.00	50.00
3169 Island Comm	10,000.00	0.00	10,000.00	0.00	100.00
UNKNOWN	10,000.00	0.00	10,000.00	0.00	100.00
Expense Total	161,000.00	7,000.00	89,500.00	71,500.00	55.59
Net Profit / (Loss)	(161,000.00)	(7,000.00)	(89,500.00)	71,500.00	

5810 Genl Assista					
EXPENSES					
3160 Misc. Exp.	500.00	0.00	0.00	500.00	0.00
UNKNOWN	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	

5910 Health Svcs					
EXPENSES					
1010 Wages - P/T	2,000.00	0.00	1,000.00	1,000.00	50.00
UNKNOWN	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	

6200 Cemetery					
EXPENSES					
1010 Wages - P/T	6,350.00	0.00	3,734.65	2,615.35	58.81
UNKNOWN	6,350.00	0.00	3,734.65	2,615.35	58.81

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
500 Benef/Insur. CONT'D					
UNKNOWN	22,542.00	0.00	34,804.00	-12,262.00	154.40
Expense Total	194,391.00	11,606.23	144,561.78	49,829.22	74.37
Net Profit / (Loss)	(194,391.00)	(11,606.23)	(144,561.78)	49,829.22	

000 School

REVENUES

800 Ed Lunch Fee	5,000.00	1,020.83	7,002.56	-2,002.56	140.05
805 Sch UF Trans	20,000.00	0.00	0.00	20,000.00	0.00
807 Misc Sch Rev	0.00	0.00	391.00	-391.00	0.00
Revenue Total	25,000.00	1,020.83	7,393.56	17,606.44	29.57

EXPENSES

8101 Sup. Sal	0.00	0.00	1,285.44	-1,285.44	0.00
UNKNOWN	0.00	0.00	1,285.44	-1,285.44	0.00
8102 Sec. Sal	0.00	0.00	652.83	-652.83	0.00
UNKNOWN	0.00	0.00	652.83	-652.83	0.00
8103 Health Ins	0.00	0.00	913.38	-913.38	0.00
UNKNOWN	0.00	0.00	913.38	-913.38	0.00
8104 FICA/Med	0.00	0.00	107.37	-107.37	0.00
UNKNOWN	0.00	0.00	107.37	-107.37	0.00
8107 Conf/Train	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8110 Comm/Phone	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8111 Postage	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8112 Advertising	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8113 Printing	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8114 Copier Sup	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8119 Legal	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8121 Dues&Fees	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8122 Misc	0.00	45.21	45.21	-45.21	0.00
UNKNOWN	0.00	45.21	45.21	-45.21	0.00
8201 Admin Sal	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8202 Secr. Sal	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8203 Health Ins	0.00	0.00	913.38	-913.38	0.00
UNKNOWN	0.00	0.00	913.38	-913.38	0.00
8204 FICA/Med	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8210 Supplies	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8213 Dues & Fees	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8300 Pre-K Prog.	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8301 K-2 Tch Sal	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
8000 School CONT'D					
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8701 Salaries	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8703 Health Ins	0.00	0.00	913.38	-913.38	0.00
UNKNOWN	0.00	0.00	913.38	-913.38	0.00
8704 FICA/Med	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8707 PurProf.Serv	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8708 Repairs	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8711 Fuel	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8801 Reg Sal	0.00	0.00	-1,826.76	1,826.76	0.00
UNKNOWN	0.00	0.00	-1,826.76	1,826.76	0.00
8802 Health Ins	0.00	0.00	456.69	-456.69	0.00
UNKNOWN	0.00	0.00	456.69	-456.69	0.00
8803 FICA/Med	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8805 OthrContServ	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8806 Supplies	0.00	0.00	0.00	0.00	0.00
UNKNOWN	0.00	0.00	0.00	0.00	0.00
8807 Contingency	10,000.00	0.00	0.00	10,000.00	0.00
UNKNOWN	10,000.00	0.00	0.00	10,000.00	0.00
8900 Debt Service	134,364.00	1,821.88	134,363.73	0.27	100.00
UNKNOWN	134,364.00	1,821.88	134,363.73	0.27	100.00
Expense Total	144,364.00	1,867.09	138,907.13	5,456.87	96.22
Net Profit / (Loss)	(119,364.00)	(846.26)	(131,513.57)	(12,149.57)	

8001 System Admin

EXPENSES

8101 Sup. Sal	33,422.00	2,570.88	20,567.04	12,854.96	61.54
UNKNOWN	33,422.00	2,570.88	20,567.04	12,854.96	61.54
8102 Sec. Sal	13,759.00	1,337.80	7,485.05	6,273.95	54.40
UNKNOWN	13,759.00	1,337.80	7,485.05	6,273.95	54.40
8103 Health Ins	10,963.00	913.38	6,393.66	4,569.34	58.32
UNKNOWN	10,963.00	913.38	6,393.66	4,569.34	58.32
8104 FICA/Med	2,800.00	217.22	1,550.34	1,249.66	55.37
UNKNOWN	2,800.00	217.22	1,550.34	1,249.66	55.37
8106 Work Comp	3,000.00	0.00	0.00	3,000.00	0.00
UNKNOWN	3,000.00	0.00	0.00	3,000.00	0.00
8107 Conf/Train	1,500.00	0.00	245.00	1,255.00	16.33
UNKNOWN	1,500.00	0.00	245.00	1,255.00	16.33
8110 Comm/Phone	2,800.00	5.02	1,861.88	938.12	66.50
UNKNOWN	2,800.00	5.02	1,861.88	938.12	66.50
8111 Postage	500.00	0.00	391.61	108.39	78.32
UNKNOWN	500.00	0.00	391.61	108.39	78.32
8112 Advertising	400.00	66.00	561.17	-161.17	140.29
UNKNOWN	400.00	66.00	561.17	-161.17	140.29
8113 Printing	1,200.00	0.00	498.81	701.19	41.57
UNKNOWN	1,200.00	0.00	498.81	701.19	41.57
8114 Copier Sup	300.00	0.00	254.74	45.26	84.91
UNKNOWN	300.00	0.00	254.74	45.26	84.91

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
003 Elementary CONT'D					
UNKNOWN	62,931.00	8,167.32	54,191.35	8,739.65	86.11
8302 3-5 Tch Sal	77,311.00	1,105.74	7,768.75	69,542.25	10.05
UNKNOWN	77,311.00	1,105.74	7,768.75	69,542.25	10.05
8303 Ed-TechSal	28,407.00	2,394.00	15,848.50	12,558.50	55.79
UNKNOWN	28,407.00	2,394.00	15,848.50	12,558.50	55.79
8304 Temp Sal	2,000.00	0.00	0.00	2,000.00	0.00
UNKNOWN	2,000.00	0.00	0.00	2,000.00	0.00
8305 Healt Ins	43,847.00	2,740.14	11,873.94	31,973.06	27.08
UNKNOWN	43,847.00	2,740.14	11,873.94	31,973.06	27.08
8306 FICA/Med	11,000.00	959.11	7,651.75	3,348.25	69.56
UNKNOWN	11,000.00	959.11	7,651.75	3,348.25	69.56
8309 AssessmtTest	500.00	0.00	0.00	500.00	0.00
UNKNOWN	500.00	0.00	0.00	500.00	0.00
8310 GenSupplies	5,000.00	345.73	2,544.15	2,455.85	50.88
UNKNOWN	5,000.00	345.73	2,544.15	2,455.85	50.88
8311 Travel Reimb	750.00	0.00	0.00	750.00	0.00
UNKNOWN	750.00	0.00	0.00	750.00	0.00
8312 Books & Per	1,500.00	148.08	510.05	989.95	34.00
UNKNOWN	1,500.00	148.08	510.05	989.95	34.00
8313 AudioVisual	500.00	440.00	440.00	60.00	88.00
UNKNOWN	500.00	440.00	440.00	60.00	88.00
8314 Equip.	250.00	0.00	0.00	250.00	0.00
UNKNOWN	250.00	0.00	0.00	250.00	0.00
8316 Copy Lease	500.00	0.00	80.59	419.41	16.12
UNKNOWN	500.00	0.00	80.59	419.41	16.12
8318 MS Tuition	87,303.00	36,990.13	71,363.54	15,939.46	81.74
UNKNOWN	87,303.00	36,990.13	71,363.54	15,939.46	81.74
8319 Second Tuit	214,617.00	130,896.84	237,647.49	-23,030.49	110.73
UNKNOWN	214,617.00	130,896.84	237,647.49	-23,030.49	110.73
Expense Total	572,079.00	189,978.85	447,566.55	124,512.45	78.24
Net Profit / (Loss)	(572,079.00)	(189,978.85)	(447,566.55)	124,512.45	

004 Support

EXPENSES

8401 CourseReimb	6,200.00	0.00	0.00	6,200.00	0.00
UNKNOWN	6,200.00	0.00	0.00	6,200.00	0.00
8402 OtherProServ	2,000.00	0.00	-200.00	2,200.00	-10.00
UNKNOWN	2,000.00	0.00	-200.00	2,200.00	-10.00
8403 OthrProfSvcs	4,000.00	0.00	4,000.00	0.00	100.00
UNKNOWN	4,000.00	0.00	4,000.00	0.00	100.00
8404 Tech Equip	500.00	0.00	198.56	301.44	39.71
UNKNOWN	500.00	0.00	198.56	301.44	39.71
8405 OtherPurServ	1,000.00	705.98	741.97	258.03	74.20
UNKNOWN	1,000.00	705.98	741.97	258.03	74.20
8406 Software	250.00	0.00	28.97	221.03	11.59
UNKNOWN	250.00	0.00	28.97	221.03	11.59
8407 Repair	500.00	0.00	0.00	500.00	0.00
UNKNOWN	500.00	0.00	0.00	500.00	0.00
8408 Reg Stipnd	12,000.00	1,800.00	5,700.00	6,300.00	47.50
UNKNOWN	12,000.00	1,800.00	5,700.00	6,300.00	47.50
8409 FICA/Med	550.00	0.00	0.00	550.00	0.00
UNKNOWN	550.00	0.00	0.00	550.00	0.00
8413 Supplies	500.00	29.80	144.83	355.17	28.97
UNKNOWN	500.00	29.80	144.83	355.17	28.97

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
8006 Maintenance CONT'D					
UNKNOWN	10,000.00	3,419.28	8,877.37	1,122.63	88.77
8608 Repair&Maint	7,500.00	0.00	14,729.91	-7,229.91	196.40
UNKNOWN	7,500.00	0.00	14,729.91	-7,229.91	196.40
8609 Rent CIRC Bl	8,000.00	0.00	8,000.00	0.00	100.00
UNKNOWN	8,000.00	0.00	8,000.00	0.00	100.00
8611 Insurance	2,500.00	0.00	2,785.00	-285.00	111.40
UNKNOWN	2,500.00	0.00	2,785.00	-285.00	111.40
8612 Supplies	2,500.00	165.43	204.47	2,295.53	8.18
UNKNOWN	2,500.00	165.43	204.47	2,295.53	8.18
8613 Electricity	4,500.00	0.77	155.81	4,344.19	3.46
UNKNOWN	4,500.00	0.77	155.81	4,344.19	3.46
8614 Fuel Oil	4,200.00	949.71	3,750.19	449.81	89.29
UNKNOWN	4,200.00	949.71	3,750.19	449.81	89.29
8617 Cont Serv	7,500.00	0.00	550.00	6,950.00	7.33
UNKNOWN	7,500.00	0.00	550.00	6,950.00	7.33
Expense Total	70,335.00	6,238.11	53,002.54	17,332.46	75.36
Net Profit / (Loss)	(70,335.00)	(6,238.11)	(53,002.54)	17,332.46	

8007 Transport

EXPENSES

8701 Salaries	25,155.00	4,016.11	17,180.60	7,974.40	68.30
UNKNOWN	25,155.00	4,016.11	17,180.60	7,974.40	68.30
8702 Sub Salaries	500.00	0.00	0.00	500.00	0.00
UNKNOWN	500.00	0.00	0.00	500.00	0.00
8703 Health Ins	10,963.00	913.38	6,393.66	4,569.34	58.32
UNKNOWN	10,963.00	913.38	6,393.66	4,569.34	58.32
8704 FICA/Med	1,900.00	250.60	975.42	924.58	51.34
UNKNOWN	1,900.00	250.60	975.42	924.58	51.34
8707 PurProf.Serv	64,500.00	21,988.05	50,615.07	13,884.93	78.47
UNKNOWN	64,500.00	21,988.05	50,615.07	13,884.93	78.47
8708 Repairs	12,000.00	1,009.79	7,119.66	4,880.34	59.33
UNKNOWN	12,000.00	1,009.79	7,119.66	4,880.34	59.33
8709 Auto Ins	3,000.00	0.00	0.00	3,000.00	0.00
UNKNOWN	3,000.00	0.00	0.00	3,000.00	0.00
8711 Fuel	5,000.00	865.33	2,522.58	2,477.42	50.45
UNKNOWN	5,000.00	865.33	2,522.58	2,477.42	50.45
Expense Total	123,018.00	29,043.26	84,806.99	38,211.01	68.94
Net Profit / (Loss)	(123,018.00)	(29,043.26)	(84,806.99)	38,211.01	

8008 Food Service

EXPENSES

8801 Reg Sal	21,155.00	1,766.98	10,585.65	10,569.35	50.04
UNKNOWN	21,155.00	1,766.98	10,585.65	10,569.35	50.04
8802 Health Ins	5,482.00	456.69	5,023.59	458.41	91.64
UNKNOWN	5,482.00	456.69	5,023.59	458.41	91.64
8803 FICA/Med	1,600.00	135.18	799.47	800.53	49.97
UNKNOWN	1,600.00	135.18	799.47	800.53	49.97
8805 OthrContServ	1,500.00	0.00	1,807.56	-307.56	120.50
UNKNOWN	1,500.00	0.00	1,807.56	-307.56	120.50
8806 Supplies	7,000.00	1,028.68	5,898.62	1,101.38	84.27
UNKNOWN	7,000.00	1,028.68	5,898.62	1,101.38	84.27
Expense Total	36,737.00	3,387.53	24,114.89	12,622.11	65.64

Exp / Rev Summary Report

ALL Departments
February

Account	Budget	Current Month	Year To Date	Balance	Percent
1000 Capital Impr CONT'D					
9040 Grant Match	20,000.00	0.00	0.00	20,000.00	0.00
UNKNOWN	20,000.00	0.00	0.00	20,000.00	0.00
9050 Paving	25,000.00	0.00	0.00	25,000.00	0.00
UNKNOWN	25,000.00	0.00	0.00	25,000.00	0.00
9055 PW Equip	25,000.00	0.00	0.00	25,000.00	0.00
UNKNOWN	25,000.00	0.00	0.00	25,000.00	0.00
9057 Transfer Sta	1,000.00	0.00	0.00	1,000.00	0.00
UNKNOWN	1,000.00	0.00	0.00	1,000.00	0.00
9070 Coastal Fund	10,000.00	0.00	0.00	10,000.00	0.00
UNKNOWN	10,000.00	0.00	0.00	10,000.00	0.00
Expense Total	416,000.00	0.00	0.00	416,000.00	0.00
Net Profit / (Loss)	(416,000.00)	0.00	0.00	416,000.00	



Town of Chebeague Island
 For Period Ending: January 31, 2024
 Date Prepared: February 1, 2024

Project/Fund Name	Balance	Deposits	Withdrawals	Total	Interest	Ending Balance
					1.75%	
					\$2,687.39	
Dredging	\$ 130,384.95			\$ 130,384.95	\$ 193.93	\$ 130,578.88
Stone Wharf	\$ 363,074.79			\$ 363,074.79	\$ 540.02	\$ 363,614.81
Floats and Ramps	\$ 33,273.89			\$ 33,273.89	\$ 49.49	\$ 33,323.38
New Town Office	\$ 44,253.46			\$ 44,253.46	\$ 65.82	\$ 44,319.28
Barge Ramps	\$ 30,746.73			\$ 30,746.73	\$ 45.73	\$ 30,792.46
Fire Truck	\$ 146,962.85			\$ 146,962.85	\$ 218.58	\$ 147,181.43
Building Facilities	\$ 46,398.13			\$ 46,398.13	\$ 69.01	\$ 46,467.14
Vehicles	\$ 13,503.18			\$ 13,503.18	\$ 20.08	\$ 13,523.27
Grant Matching Funds	\$ 48,543.86			\$ 48,543.86	\$ 72.20	\$ 48,616.06
Revaluation	\$ 76,694.44			\$ 76,694.44	\$ 114.07	\$ 76,808.51
Paving	\$ 63,343.88			\$ 63,343.88	\$ 94.21	\$ 63,438.09
Public Works Equipment	\$ 6,624.26			\$ 6,624.26	\$ 9.85	\$ 6,634.11
Easements & Drainage	\$ 83,598.69			\$ 83,598.69	\$ 124.34	\$ 83,723.03
Rescue Vehicles & Equipment	\$ 98.95			\$ 98.95	\$ 0.15	\$ 99.10
Fire Pond	\$ 4,926.89			\$ 4,926.89	\$ 7.33	\$ 4,934.22
Harbor Master Vessel & Equip.	\$ 6,648.84			\$ 6,648.84	\$ 9.89	\$ 6,658.73
Recycling Compactor	\$ 2,034.56			\$ 2,034.56	\$ 3.03	\$ 2,037.59
Coastal Access Fund	\$ 16,569.27			\$ 16,569.27	\$ 24.64	\$ 16,593.91
School Capital Reserve	\$ 65,998.07			\$ 65,998.07	\$ 98.16	\$ 66,096.23
School special Education Reserve	\$ 144,393.61			\$ 144,393.61	\$ 214.76	\$ 144,608.37
School Tuition Reserve	\$ 84,482.43			\$ 84,482.43	\$ 125.65	\$ 84,608.09
School Transportation Reserve	\$ 50,963.11			\$ 50,963.11	\$ 75.80	\$ 51,038.91
Cemetery Perpetual Care	\$ 95,316.00			\$ 95,316.00	\$ 141.77	\$ 95,457.77
Cousins Island Parking Escrow Fund	\$ 24,393.95			\$ 24,393.95	\$ 36.28	\$ 24,430.23
Cemetery Capital Reserve	\$ 6,886.37			\$ 6,886.37	\$ 10.25	\$ 6,896.62
Land Acquisition & Development	\$ 23,168.37			\$ 23,168.37	\$ 34.46	\$ 23,202.82
School Playground	\$ 7,394.66			\$ 7,394.66	\$ 11.00	\$ 7,405.65
Indian Point Retaining Wall	\$ 57,321.15			\$ 57,321.15	\$ 85.26	\$ 57,406.40
Broadband Reserve	\$ 49,736.36			\$ 49,736.36	\$ 73.97	\$ 49,810.34
Solar Array Purchase	\$ 79,107.55			\$ 79,107.55	\$ 117.66	\$ 79,225.21
Total	\$ 1,806,843.25	\$ -	\$ -	\$ 1,806,843.25	\$ 2,687.39	\$ 1,809,530.64



**Planning Board warrant article discussion summary:
Select Board meeting 3/6/24**

The Planning Board has been working on a number of items that will require, as they are related to ordinances or the Comprehensive Plan, approval at Town Meeting. The Planning Board would appreciate counsel from the Select Board on including these items as warrant articles for the upcoming annual Town Meeting. Alternatively some could be considered at a special town meeting later in the year.

- 1) Floodplain Management Ordinance:** We recently received State-suggested (mandated) changes to our existing floodplain management ordinance. The changes are extremely minor, primarily updating references to floodplain maps. The State's letter stated that private flood insurance eligibility and FEMA/MEMA flood damage assistance eligibility would be negated without this update. *It must be in place by July of this year.*
- 2) Section 407, Zoning Ordinance:** Originally "Conversions", this section has been rewritten to comply with state mandates under LD2003 allowing construction of accessory dwelling units (ADUs) and duplexes on lots originally designated for single-family dwellings. Water/septic, setback, and frontage requirements remain in force. Section 412 "Guest Houses" would be deleted as redundant. LD2003 is in force in July of this year regardless of what we do, *so our modifications should be in place by then.*
- 3) Planning Board Ordinance:** The basic changes here are reduction of board size from 7 to 5, quorum of 3, majority vote of those present and eligible to vote for any decision, meetings can be either all in person or all electronic participation (allows for remote meetings in emergency situations, like the recent pandemic), and removal of the responsibility to create the Town's capital plan.
- 4) Comprehensive Plan Update:** This brief summary document is intended to be an amendment to the original Comprehensive Plan. It summarizes the original plan, re-affirming and re-organizing the original high priorities into three categories (necessity, character, and environment), and recognizing progress to date on some of those priorities. The update serves as the periodic revision recommended by the (now defunct) State Planning Office, but also provides a useful, easily accessed tool for reviewing municipal proposals and private projects to see if they are in line with the intent of the original Plan and to guide the efforts of the Planning Board as it revises our land use ordinances.
- 5) Section 406:** This section originally dealt only with multiplexes but now includes condominiums that were covered under "conversions", Section 407. It retains the setbacks, lot sizes, density, open space requirements, and similar protections for neighbors and island rural "character" that the original version contained. It seems important to specifically delineate rules for multiplex dwellings as LD2003 also speaks to multiplexes and permits them on lots for single family dwellings; better to cover these structures on our terms than to allow the state mandates to possibly cause confusion.

The Planning Board views the foregoing items as relatively straightforward June Town Meeting warrant articles that lend themselves well to pre-presentation to, and consideration by, the public in one or more public hearings. The following items are likely to engender more questions and concerns from the public:

- 6) Short Term Rental Ordinance:** The motivation for having some means of regulating/monitoring short-term rentals (STRs) on the island stems from experiences of other towns in Maine and across the country in having to address neighborhood impact issues around the proliferation of STRs. The easing of rules on ADUs and duplexes under LD2003 have caused many towns to consider and implement STR regulations. We view our potential ordinance as requiring STR property owners to register with the Town and agree to adhere to guidelines regarding occupancy limits, fire safety, liability insurance, parking, evacuation plans, trash management, and 24-hour contact availability. It would require registration and annual renewal, a modest processing fee, and voluntary compliance, but would also allow for any public/neighbor complaints to be considered when registration is up for renewal. Although the island may not be experiencing problems with STRs currently, there is no reason to assume that we are immune to them going forward. This ordinance is a way to be one step ahead of any issues that might arise without being onerous or restricting property owners' rights. It, and the application form, are fully written and ready for consideration for Town Meeting approval, but it seems that a workshop in addition to public hearings may be advisable to fully address any concerns that STR providers or others may have. It would be logical to consider this ordinance, after it has been thoroughly vetted by the public, at a Special Town Meeting later this year.
- 7) District Regulations:** The rewrite of Section 204 of the Zoning Ordinance involves combining the IR & IB districts into a single unified zoning district with a list of permitted uses, many of which require BoAA and/or Planning Board review (often Site Plan Review) and consideration for approval. Our current district delineation is relatively meaningless in that whatever is permissible in one is mostly allowed in the other, after appropriate board review. This rewrite would remove the synthetic district distinction between "residential" and "business" and recognize that uses are intermingled on the island. It would also broaden the list of permitted uses and remove some of the more suburban/restrictive elements that we inherited from Cumberland. It would go hand-in-hand with the Planning Board's creation of standardized, objective...
- 8) Performance Standards:** Currently the Zoning, Shoreland Zoning, and Subdivision Ordinances contain similar performance standards for projects, piers, and subdivisions. These deal with noise, light, run-off, traffic, public safety, access, water quality, and visual/aesthetic impacts to neighbors and the community in general. The Planning Board proposes that these various performance standards be replaced with a unified set of standards that have, to the extent possible, objective measures for boards to consider when

approval is sought. These standards would be necessary for review of uses permitted under the revised district regulations, above, so both would need consideration, public review, and passage at the same time... a package deal, so to speak, again subject to workshops and public hearings before consideration for approval at a Special Town meeting later this year.

- 9) **Subdivision Ordinance:** Our existing subdivision ordinance is a holdover from suburban Cumberland and reflects the needs and realities of that community. It is cumbersome with requirements and specifications for storm drains, manholes, catch basins, street signs, block size and design, street lights, gas lines, fire hydrants, curbing, traffic control devices, and curbing. Given the realities of Chebeague Island, including the number of lots that could even support a substantial subdivision as well as a Growth Management Ordinance that limits the economic feasibility of large-scale subdivision construction, the current ordinance seems to be “overkill”. The Planning Board’s current thinking is to eliminate the Subdivision Ordinance and rewrite subdivision requirements into a new Zoning Ordinance Section 405 (currently titled “Clustered and Traditional Residential Development”) that would eliminate the minor/major subdivision distinctions, simplify and tailor the requirements for approval to island community-specific needs and concerns, and strongly encourage “open space subdivision”, often referred to as “clustered” development. All such subdivision applications would be subject to Planning Board site plan review and adherence to the Performance Standards mentioned before. The current ordinance, while burdensome, complicated, and confusing, is restrictive and will serve to protect the community from negative impacts of any proposed subdivision until the new section can be written, workshopped, and approved, such effort likely taking a year or so, given the extent of other Planning Board efforts already underway.



FLOODPLAIN MANAGEMENT ORDINANCE
FOR THE
TOWN OF CHEBEAGUE ISLAND, MAINE

ENACTED: _____
Date

EFFECTIVE: June 20, 2024 _____
Date

CERTIFIED BY: _____
Signature

CERTIFIED BY: _____
Print Name

Title

Affix Seal

FLOODPLAIN MANAGEMENT ORDINANCE

CONTENTS

ARTICLE	PAGE
I. PURPOSE AND ESTABLISHMENT	2
II. PERMIT REQUIRED	2
III. APPLICATION FOR PERMIT.....	2
IV. APPLICATION FEE AND EXPERT'S FEE	4
V. REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS.....	4
VI. DEVELOPMENT STANDARDS.....	6
VII. CONDITIONAL USE REVIEW.....	13
VIII. CERTIFICATE OF COMPLIANCE.....	14
IX. REVIEW OF SUBDIVISIONS AND DEVELOPMENT PROPOSALS.....	15
X. APPEALS AND VARIANCES	15
XI. ENFORCEMENT AND PENALTIES.....	18
XII. VALIDITY AND SEVERABILITY	18
XIII. CONFLICT WITH OTHER ORDINANCES	18
XIV. DEFINITIONS	18
XV. ABROGATION.....	24
XVI. DISCLAIMER OF LIABILITY	24

ARTICLE I - PURPOSE AND ESTABLISHMENT

Certain areas of the Town of Chebeague Island, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the Town of Chebeague Island, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.

It is the intent of the Town of Chebeague Island, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The Town of Chebeague Island has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the Town of Chebeague Island having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the Town of Chebeague Island, Maine.

The areas of special flood hazard, Zones AE and VE for the Town of Chebeague Island, Cumberland County, Maine, identified by the Federal Emergency Management Agency in a report entitled "Flood Insurance Study – Cumberland County, Maine," dated June 20, 2024, with accompanying "Flood Insurance Rate Map" dated June 20, 2024, as amended, are hereby adopted by reference and declared to be a part of this Ordinance.

ARTICLE II - PERMIT REQUIRED

The Code Enforcement Officer shall be designated as the local Floodplain Administrator. The Floodplain Administrator shall have the authority to implement the commitment made to administer and enforce the requirements for participation in the National Flood Insurance Program.

Before any construction or other development (as defined in Article XIV), including the placement of manufactured homes, begins within any areas of special flood hazard established in Article I, a Flood Hazard Development Permit shall be obtained from the Code Enforcement Officer, except as provided in Article VII. This permit shall be in addition to any other permits which may be required pursuant to the codes and ordinances of the Town of Chebeague Island, Maine.

ARTICLE III - APPLICATION FOR PERMIT

The application for a Flood Hazard Development Permit shall be submitted to the Code Enforcement Officer and shall include:

- A. The name, address, and phone number of the applicant, owner, and contractor;
- B. An address and a map indicating the location of the construction site;

- C. A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;
- D. A statement of the intended use of the structure and/or development;
- E. A statement of the cost of the development including all materials and labor;
- F. A statement as to the type of sewage system proposed;
- G. Specification of dimensions of the proposed structure and/or development;

[Items H-K.3. apply only to new construction and substantial improvements.]

- H. The elevation in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or to a locally established datum in Zone A only, of the:
 - 1. base flood at the proposed site of all new or substantially improved structures, which is determined:
 - a. in Zones AE and VE from data contained in the "Flood Insurance Study - Cumberland County, Maine," as described in Article I; or,
 - 2. highest and lowest grades at the site adjacent to the walls of the proposed building;
 - 3. lowest floor, including basement; and whether or not such structures contain a basement;
 - 4. lowest machinery and equipment servicing the building; and,
 - 5. level, in the case of non-residential structures only, to which the structure will be floodproofed.
- I. A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in Article VI;
- J. A written certification by:
 - 1. a Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
 - 2. a Professional Land Surveyor, registered professional engineer or architect that the base flood elevation shown on the application is accurate.
- K. The following certifications as required in Article VI by a registered professional engineer or architect:

1. a Floodproofing Certificate (FEMA Form FF-206-FY-22-153, as amended), to verify that the floodproofing methods for any non-residential structures will meet the floodproofing criteria of Article VI.I.; and other applicable standards in Article VI;
 2. a V-Zone Certificate to verify that the construction in coastal high hazard areas, Zone VE, will meet the criteria of Article VI.R.; and other applicable standards in Article VI;
 3. a Hydraulic Openings Certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of Article VI.N.2.a.;
 4. a certified statement that bridges will meet the standards of Article VI.O.;
 5. a certified statement that containment walls will meet the standards of Article VI.P.
- L. A description of the extent to which any water course will be altered or relocated as a result of the proposed development; and,
- M. A statement of construction plans describing in detail how each applicable development standard in Article VI will be met.

ARTICLE IV - APPLICATION FEE AND EXPERT'S FEE

A non-refundable application fee as established annually by the Board of Selectmen in their Schedule of Fees shall accompany the application.

An additional fee may be charged if the Code Enforcement Officer, Planning Board, and/or the Board of Appeals needs the assistance of a professional engineer or other expert. The expert's fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to be heard on the subject. An applicant who is dissatisfied with a decision to hire expert assistance may appeal that decision to the Board of Appeals.

ARTICLE V - REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS

The Code Enforcement Officer shall:

- A. Review all applications for the Flood Hazard Development Permit to assure that proposed developments are reasonably safe from flooding and to determine that all pertinent requirements of Article VI (Development Standards) have been, or will be met;
- B. Utilize, in the review of all Flood Hazard Development Permit applications:
 1. the base flood and floodway data contained in the "Flood Insurance Study - Cumberland County, Maine," as described in Article I;

2. in special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review, and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to Article III.H.1.b.(1); Article VI.M.; and Article IX.D., in order to administer Article VI of this Ordinance; and,
- C. Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in Article I of this Ordinance;
 - D. In the review of Flood Hazard Development Permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;
 - E. Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program prior to any alteration or relocation of a water course and submit copies of such notifications to the Federal Emergency Management Agency;
 - F. If the application satisfies the requirements of this Ordinance, approve the issuance of one of the following Flood Hazard Development Permits, based on the type of development:
 1. A two-part Flood Hazard Development Permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an “under construction” Elevation Certificate completed by a Professional Land Surveyor based on the Part I permit construction for verifying compliance with the elevation requirements of Article VI, paragraphs H., I., J., or R. Following review of the Elevation Certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the Flood Hazard Development Permit. Part II shall authorize the applicant to complete the construction project; or,
 2. A Flood Hazard Development Permit for Floodproofing of Non-Residential Structures that are new construction or substantially improved non-residential structures that are not being elevated but that meet the floodproofing standards of Article VI.I.1. The application for this permit shall include a Floodproofing Certificate signed by a registered professional engineer or architect; or,
 3. A Flood Hazard Development Permit for Minor Development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. Minor development also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

For development that requires review and approval as a Conditional Use, as provided for in this Ordinance, the Flood Hazard Development Permit Application shall be acted upon by the Planning Board as required in Article VII.

G. Maintain, as a permanent record, copies of all Flood Hazard Development Permit Applications, corresponding Permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of Article X of this Ordinance, and copies of Elevation Certificates, Floodproofing Certificates, Certificates of Compliance, and certifications of design standards required under the provisions of Articles III, VI, and VIII of this Ordinance.

ARTICLE VI - DEVELOPMENT STANDARDS

All developments in areas of special flood hazard shall meet the following applicable standards:

A. **All Development** - All development shall:

1. be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse, or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. use construction materials that are resistant to flood damage;
3. use construction methods and practices that will minimize flood damage; and,
4. use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities that are designed and/or located to prevent water from entering or accumulating within the components during flooding conditions.

B. **Water Supply** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.

C. **Sanitary Sewage Systems** - All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.

D. **On Site Waste Disposal Systems** - On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.

E. **Watercourse Carrying Capacity** - All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.

F. **Utilities** - New construction or substantial improvement of any structure (including manufactured homes) located within:

1. Zones AE shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation.
 2. Zone VE shall meet the requirements of Article VI.R.2.
- G. **Physical Changes to the Natural Landscape** - Certain development projects, including but not limited to, retaining walls, sea walls, levees, berms, and rip rap, can cause physical changes that affect flooding conditions.
1. All development projects in Zones AE and VE that cause physical changes to the natural landscape shall be reviewed by a Professional Engineer to determine whether or not the project changes the base flood elevation, zone, and/or the flood hazard boundary line.
 - a. If the Professional Engineer determines, through the use of engineering judgement, that the project would not necessitate a Letter of Map Revision (LOMR), a certified statement shall be provided.
 - b. If the Professional Engineer determines that the project may cause a change, a hydrologic and hydraulic analysis that meets current FEMA standards shall be performed.
 2. If the hydrologic and hydraulic analysis performed indicates a change to the base flood elevation, zone, and/or the flood hazard boundary line, the applicant may submit a Conditional Letter of Map Revision (C-LOMR) request to the Federal Emergency Management Agency for assurance that the as-built project will result in a change to the Flood Insurance Rate Map. Once the development is completed, a request for a Letter of Map Revision (LOMR) shall be initiated.
 3. If the hydrologic and hydraulic analysis performed show a change to the base flood elevation, zone, and/or the flood hazard boundary line, as soon as practicable, but no later than 6 months after the completion of the project, the applicant shall submit the technical data to FEMA in the form of a Letter of Map Revision request.
- H. **Residential** - New construction or substantial improvement of any residential structure located within:
1. Zones AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation.
 2. Zone VE shall meet the requirements of Article VI.R.
- I. **Non-Residential** - New construction or substantial improvement of any non-residential structure located within:
1. Zones AE shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or together with attendant utility and sanitary facilities shall:

- a. be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;
- b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
- c. be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K. and shall include a record of the elevation above mean sea level to which the structure is floodproofed.

2. Zone VE shall meet the requirements of Article VI.R.

J. Manufactured Homes - New or substantially improved manufactured homes located within:

1. Zones AE shall:

- a. be elevated such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation;
- b. be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
- c. be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:
 - (1) over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
 - (2) frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).
 - (3) All components of the anchoring system described in Article VI.J.1.c.(1) & (2) shall be capable of carrying a force of 4800 pounds.

2. Zone VE shall meet the requirements of Article VI.R.

K. Recreational Vehicles - Recreational Vehicles located within:

1. Zones AE shall either:

- a. be on the site for fewer than 180 consecutive days; and,
- b. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
- c. be permitted in accordance with the elevation and anchoring requirements for "manufactured homes" in Article VI.J.1.

2. Zone VE shall meet the requirements of either Article VI.K.1.a. and b., or Article VI.R.

L. Accessory Structures - New construction or substantial improvement of Accessory Structures, as defined in Article XIV, shall be exempt from the elevation criteria required in Article VI.H. & I. above, if all other requirements of Article VI and all the following requirements are met.

1. Accessory Structures located in Zones AE shall:

- a. meet the requirements of Article VI.A.1. through 4., as applicable;
- b. be limited in size to a one-story two car garage;
- c. have unfinished interiors and not be used for human habitation;
- d. have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and, when possible, outside the Special Flood Hazard Area;
- e. be located outside the floodway;
- f. when possible, be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure; and,
- g. have hydraulic openings, as specified in Article VI.N.2., in at least two different walls of the accessory structure;

2. Accessory Structures located in Zone VE shall meet the requirements of Article VI.R.

M. Floodways -

1. In Zone AE riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community's Flood Insurance Rate Map unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such encroachments

will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

2. In Zone AE riverine areas, for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in Article VI.M.3. unless a technical evaluation certified by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:
 - a. will not increase the water surface elevation of the base flood more than one foot at any point within the community; and,
 - b. is consistent with the technical criteria contained in FEMA's guidelines and standards for flood risk analysis and mapping.
3. In Zone AE riverine areas, for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.

N. **Hydraulic Openings/Flood Vents** - New construction or substantial improvement of any structure in Zone AE that meets the development standards of Article VI, including the elevation requirements of Article VI, paragraphs H., I., or J. and is elevated on posts, columns, piers, piles, or crawl spaces may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:

1. Enclosed areas are not "basements" as defined in Article XIV;
2. Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:
 - a. be engineered and certified by a registered professional engineer or architect; or,
 - b. meet or exceed the following minimum criteria:
 - (1) a minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
 - (2) the bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
 - (3) openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any

external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;

3. The enclosed area shall not be used for human habitation; and,
4. The enclosed areas are usable solely for building access, parking of vehicles, or storage.

O. **Bridges** - New construction or substantial improvement of any bridge in Zones AE and VE shall be designed such that:

1. when possible, the lowest horizontal member (excluding the pilings, or columns) is elevated to at least one foot above the base flood elevation; and,
2. a registered professional engineer shall certify that:
 - a. the structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of Article VI.M.; and,
 - b. the foundation and superstructure attached thereto are designed to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.

P. **Containment Walls** - New construction or substantial improvement of any containment wall located within:

1. Zones AE and VE shall:
 - a. have the containment wall elevated to at least one foot above the base flood elevation;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - c. be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K.

Q. **Wharves, Piers, and Docks** - New construction or substantial improvement of wharves, piers, and docks are permitted in and over water and seaward of the mean high tide if the following requirements are met:

1. in Zone AE wharves, piers, and docks shall comply with all applicable local, state, and federal regulations; or,

2. in Zone VE, wharves, piers, and docks, shall have a registered professional engineer develop or review the structural design, specifications, and plans for the construction.

R. Coastal Floodplains -

1. New construction located within Zones AE and VE shall be located landward of the reach of mean high tide except as provided in Article VI.R.7.
2. New construction or substantial improvement of any structure located within Zone VE shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation. Systems, fixtures, equipment, and components shall not be mounted on or penetrate through walls intended to break away under flood loads.
3. New construction or substantial improvement of any structure located within Zone VE shall:
 - a. be elevated on posts or columns such that:
 - (1) the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation;
 - (2) the pile or column foundation and the elevated portion of the structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components; and,
 - (3) water loading values used shall be those associated with the base flood. Wind loading values used shall be those required by applicable state and local building standards.
 - b. have the space below the lowest floor:
 - (1) free of obstructions; or,
 - (2) constructed with open wood lattice-work, or insect screening intended to collapse under wind and water without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting piles or columns; or,
 - (1) constructed with non-supporting breakaway walls that have a design safe loading resistance of not less than 10 or more than 20 pounds per square foot.
 - c. require a registered professional engineer or architect to:
 - (1) develop or review the structural design, specifications, and plans for the construction, which must meet or exceed the technical criteria contained in the *Coastal Construction Manual*, (FEMA-55); and,

(2) certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the criteria of Article VI.R.3.

4. The use of fill for structural support in Zone VE is prohibited.
5. Human alteration of sand dunes within Zone VE is prohibited unless it can be demonstrated that such alterations will not increase potential flood damage.
6. The area below the lowest floor shall be used solely for parking vehicles, building access, and storage.
7. Conditional Use - Lobster sheds and fishing sheds may be located seaward of mean high tide and shall be exempt from the elevation requirement in Article VI.I. only if permitted as a Conditional Use following review and approval by the Planning Board, as provided in Article VII, and if all the following requirements and those of Article VI.A., VI.M., and VI.N. are met:
 - a. The conditional use shall be limited to low value structures such as metal or wood sheds 200 square feet or less and shall not exceed more than one story.
 - b. The structure shall be securely anchored to the wharf or pier to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
 - c. The structure will not adversely increase wave or debris impact forces affecting nearby buildings.
 - d. The structure shall have unfinished interiors and shall not be used for human habitation.
 - e. Any mechanical, utility equipment, and fuel storage tanks must be anchored and either elevated or floodproofed to one foot above the base flood elevation.
 - f. All electrical outlets shall be ground fault interrupt type. The electrical service disconnect shall be located on shore above the base flood elevation and, when possible, outside the Special Flood Hazard Area.

ARTICLE VII - CONDITIONAL USE REVIEW

The Planning Board shall hear and decide upon applications for conditional uses provided for in this Ordinance. The Planning Board shall hear and approve, approve with conditions, or disapprove all applications for conditional uses. An applicant informed by the Code Enforcement Officer that a Conditional Use Permit is required shall file an application for the permit with the Planning Board.

A. Review Procedure for a Conditional Use Flood Hazard Development Permit

1. The Flood Hazard Development Permit Application with additional information attached addressing how each of the conditional use criteria specified in the Ordinance will be satisfied, may serve as the permit application for the Conditional Use Permit.
2. Before deciding any application, the Planning Board shall hold a public hearing on the application within thirty days of their receipt of the application.
3. If the Planning Board finds that the application satisfies all relevant requirements of the ordinance, the Planning Board must approve the application or approve with conditions within 45 days of the date of the public hearing.
4. A Conditional Use Permit issued under the provisions of this Ordinance shall expire if the work or change involved is not commenced within 180 days of the issuance of the permit by the Planning Board.
5. The applicant shall be notified by the Planning Board in writing over the signature of the Chairman of the Planning Board that flood insurance is not available for structures located entirely over water or seaward of mean high tide.

B. Expansion of Conditional Uses

1. No existing building or use of premises may be expanded or enlarged without a permit issued under this section if that building or use was established or constructed under a previously issued Conditional Use Permit or if it is a building or use which would require a Conditional Use Permit if being newly-established or constructed under this Ordinance.

ARTICLE VIII - CERTIFICATE OF COMPLIANCE

No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a Certificate of Compliance is issued by the Code Enforcement Officer subject to the following provisions:

- A. For New Construction or Substantial Improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer:
 1. an Elevation Certificate completed by a Professional Land Surveyor for compliance with Article VI, paragraphs H., I., J., or R. and,
 2. for structures in Zone VE, certification by a registered professional engineer or architect that the design and methods of construction used are in compliance with Article VI.R.3.
- B. The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.
- C. Within 10 working days, the Code Enforcement Officer shall:

1. review the required certificate(s) and the applicant's written notification; and,
2. upon determination that the development conforms to the provisions of this ordinance, shall issue a Certificate of Compliance.

ARTICLE IX - REVIEW OF SUBDIVISION AND DEVELOPMENT PROPOSALS

The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law, local ordinances or regulations, and all projects on 5 or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:

- A. All such proposals are consistent with the need to minimize flood damage.
- B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.
- C. Adequate drainage is provided so as to reduce exposure to flood hazards.
- D. All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.
- E. Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a Special Flood Hazard Area are to be constructed in accordance with Article VI of this ordinance. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.

ARTICLE X - APPEALS AND VARIANCES

The Board of Appeals of the Town of Chebeague Island may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this Ordinance.

The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the following criteria:

- A. Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances shall be granted only upon:

1. a showing of good and sufficient cause; and,
 2. a determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances; and,
 3. a showing that the issuance of the variance will not conflict with other state, federal, or local laws or ordinances; and,
 4. a determination that failure to grant the variance would result in "undue hardship," which in this sub-section means:
 - a. that the land in question cannot yield a reasonable return unless a variance is granted; and,
 - b. that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and,
 - c. that the granting of a variance will not alter the essential character of the locality; and,
 - d. that the hardship is not the result of action taken by the applicant or a prior owner.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as is deemed necessary.
- D. Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:
1. the criteria of Article X.A. through C. and Article VI.M. are met; and,
 2. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- E. Variances may be issued for the repair, reconstruction, rehabilitation, or restoration of Historic Structures upon the determination that:
1. the development meets the criteria of Article X.A. through C.; and,
 2. the proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances may be issued for new construction and substantial improvement of Agricultural Structures being used for the conduct of agricultural uses provided that:

1. the development meets the criteria of Article X.A. through C.; and,
 2. the development meets the criteria of Article VI.M. and Article VI.N.
- G. Any applicant who meets the criteria of Article X.A. through C. and Article X.D., E., or F. shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:
1. the issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and,
 2. such construction below the base flood level increases risks to life and property; and,
 3. the applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks, and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the municipality from any claims the applicant may have against the municipality that are related to the use of land located in a floodplain.
- H. Appeal Procedure for Administrative and Variance Appeals
1. An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within thirty days after receipt of a written decision of the Code Enforcement Officer or Planning Board.
 2. Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the documents constituting the record of the decision appealed from.
 3. The Board of Appeals shall hold a public hearing on the appeal within thirty-five days of its receipt of an appeal request.
 4. The person filing the appeal shall have the burden of proof.
 5. The Board of Appeals shall decide all appeals within thirty-five days after the close of the hearing and shall issue a written decision on all appeals.
 6. The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a Flood Hazard Development Permit, which includes any conditions to be attached to said permit.

7. Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with State laws within forty-five days from the date of any decision of the Board of Appeals.

ARTICLE XI - ENFORCEMENT AND PENALTIES

- A. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance pursuant to Title 30-A MRSA § 4452.
- B. The penalties contained in Title 30-A MRSA § 4452 shall apply to any violation of this Ordinance.
- C. In addition to other actions, the Code Enforcement Officer, upon identifying a violation, may submit a declaration to the Administrator of the Federal Insurance Administration requesting a flood insurance denial. The valid declaration shall consist of:
 1. the name of the property owner and address or legal description of the property sufficient to confirm its identity or location;
 2. a clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation, or ordinance;
 3. a clear statement that the public body making the declaration has authority to do so and a citation to that authority;
 4. evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,
 5. a clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.

ARTICLE XII - VALIDITY AND SEVERABILITY

If any section or provision of this Ordinance is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

ARTICLE XIII - CONFLICT WITH OTHER ORDINANCES

This Ordinance shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law. Where this Ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this Ordinance shall control.

ARTICLE XIV - DEFINITIONS

Unless specifically defined below, words and phrases used in this Ordinance shall have the same meaning as they have at common law, and to give this Ordinance its most reasonable application. Words used in

the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.

Accessory Structure - a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure.

Adjacent Grade - the natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Agricultural Structure - structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Area of Special Flood Hazard - land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in the Flood Insurance Study cited in Article I of this Ordinance.

Base Flood - a flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

Basement - any area of a building that includes a floor that is subgrade (below ground level) on all sides.

Breakaway Wall - a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building - see **Structure**.

Certificate of Compliance - a document signed by the Code Enforcement Officer stating that a structure is in compliance with all of the provisions of this Ordinance.

Code Enforcement Officer - a person certified under Title 30-A MRSA, Section 4451 (including exceptions in Section 4451, paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws.

Conditional Use - a use that, because of its potential impact on surrounding areas and structures, is permitted only upon review and approval by the Planning Board pursuant to Article VII.

Containment Wall - a wall surrounding all sides of an above ground tank to contain any spills or leaks.

Development - any manmade change to improved or unimproved real estate. This includes, but is not limited to, buildings or other structures; mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials; and the storage, deposition, or extraction of materials.

Elevated Building - a non-basement building that is:

- a. built, in the case of a building in Zone AE, so that the top of the elevated floor, or in the case of a building in Zone VE, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns, posts, or piers; and,
- b. adequately anchored to not impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.

In the case of Zone AE, **Elevated Building** also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Article VI.N. In the case of Zone VE, **Elevated Building** also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of Article VI.R.3.b.(3).

Elevation Certificate - an official form (FEMA Form FF-206-FY-22-152, as amended) that is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program.

Existing Manufactured Home Park or Subdivision - a manufactured home park or subdivision that was recorded in the deed registry prior to the adoption date of the community's first floodplain management regulations.

Flood or Flooding -

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph a.1. of this definition.

Flood Elevation Study - an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study - see **Flood Elevation Study**.

Floodplain or Floodprone Area - any land area susceptible to being inundated by water from any source (see **Flood or Flooding**).

Floodplain Management - the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations - zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing - any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and contents.

Floodway - see **Regulatory Floodway**.

Floodway Encroachment Lines - the lines marking the limits of floodways on federal, state, and local floodplain maps.

Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.

Functionally Dependent Use - a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Historic Structure - any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior, or,
 2. Directly by the Secretary of the Interior in states without approved programs.

Locally Established Datum - for purposes of this ordinance, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or any other established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.

Lowest Floor - the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Article VI.N. of this Ordinance.

Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD), or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Minor Development - all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. It also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

National Geodetic Vertical Datum (NGVD) - the national vertical datum, a standard established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD is based upon mean sea level in 1929 and has been called "1929 Mean Sea Level (MSL)".

New Construction - structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

North American Vertical Datum (NAVD) - the national datum whose standard was established in 1988, which is the new vertical datum used by the National Flood Insurance Program (NFIP) for all new Flood Insurance Rate Maps. NAVD is based upon the vertical data used by other North American countries such as Canada and Mexico and was established to replace NGVD because of constant movement of the earth's crust, glacial rebound and subsidence, and the increasing use of satellite technology.

100-year flood - see **Base Flood**.

Recreational Vehicle - a vehicle that is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
- c. designed to be self-propelled or permanently towable by a motor vehicle; and,
- d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway -

- a. the channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height, and,
- b. when not designated on the community's Flood Insurance Rate Map, it is considered to be the channel of a river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

Riverine - relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area - see **Area of Special Flood Hazard**.

Start of Construction - the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.

Structure - for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- b. Any alteration of a Historic Structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and a variance is obtained from the Board of Appeals.

Variance - a grant of relief by a community from the terms of a floodplain management regulation.

Violation - the failure of a structure or development to comply with a community's floodplain management regulations.

ARTICLE XV - ABROGATION

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).

ARTICLE XVI - DISCLAIMER OF LIABILITY

The degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.



Sec. 407 Accessory Dwelling Units (ADUs) and Duplexes

407.1 Accessory Dwelling Units:

An Accessory Dwelling Unit (ADU) shall mean a group of rooms forming a habitable unit with facilities intended to be used for living, sleeping, cooking, eating, and bathroom purposes. Its living area shall be no smaller than 190 square feet and no larger than 1100 square feet, and neither the living area of one ADU nor the combined living areas of two ADUs may exceed that of the existing primary residence. ADUs may be attached to, detached from, or contained within the primary residence.

407.2 Duplexes:

A duplex shall mean a residential structure that contains two similar sized dwelling units, either stacked or side by side, with separate entrances. The lot and the duplex structure shall be held under single or common ownership, and the lot shall not be subdivided.

407.3 Lot Rules for ADUs and Duplexes:

The following rules shall apply for all lots created on August 1, 1975 or later that are at least 1.5 acres in size and have at least 150 feet of frontage on a street, as well as for lots of record as of August 1, 1975 that are smaller than 1.5 acres:

- A. A single family residence or duplex may be built on an undeveloped lot;
- B. A lot with an existing single family dwelling may also accommodate:
 1. One ADU (accessory dwelling unit) built within the existing dwelling, or;
 2. One ADU attached to the existing dwelling, or;
 3. One ADU detached from the existing dwelling, or;
 4. One ADU within and one ADU attached to the existing dwelling, or;
 5. One ADU within and one ADU detached from the existing dwelling, or;
 6. One ADU attached to and one detached from the existing dwelling.
 7. Placing two ADUs within a primary structure shall render that structure a “multiplex”, subject to the rules in Section 406 of this Ordinance.
 8. Any allowable ADU that is detached from the primary dwelling may be either contained within or attached to an existing accessory structure;
- C. In no case may an ADU be added on a lot less than 20,000 square feet that is served by a subsurface waste disposal system.
- D. All setbacks under section 204, all building code specifications, driveway and shed setbacks, and subsurface waste system and freshwater well setbacks and requirements must be met;
- E. The rules in Section 500 of this ordinance governing “Non-conforming Uses, Buildings, Structures, and Lots” shall apply to the permissibility of constructing ADUs and duplexes on lots with existing non-conforming buildings or uses.



Town of Chebeague Island Code of Ordinances
Chapter 17 — Land Use & Planning
Article V — Administration

PLANNING BOARD
ORDINANCE
of the Town of Chebeague Island
MAINE

(edits proposed & approved by the Planning Board, 03/13/23)

Adopted by the Town Meeting: July 1, 2007
Effective: July 1, 2007
Amended June 11, 2016

Attest:
Town Clerk
Seal:

SECTION 101. PLANNING BOARD

A. Establishment of Planning Board

The Planning Board of the Town of Chebeague Island is hereby created pursuant to 30-A M.R.S.A. § 3001.

B. Appointment, Qualifications, Tenure and Vacancies

1. The Planning Board shall consist of ~~five (5)~~ members appointed by the Board of Selectmen. They shall serve without compensation.
2. Members ~~must be at least 18 years old, a resident of the Town of Chebeague Island, and a U.S. citizen.~~ The Selectmen may establish additional, uniform, and lawful criteria for appointment to the Planning Board. ~~Three~~ or more members of the Board shall constitute a quorum of the Board. A decision of a quorum of the Board made in conformance with applicable law shall be valid and binding.
3. Members of the Board of Selectmen and of the Board of Adjustment and Appeals shall not serve as members of the Planning Board.
4. The term of office of each regular member shall be three years. The terms of office shall be staggered with the terms of office of two members expiring in one year, the terms of office of ~~two~~ members expiring in the next year, and the terms of office of ~~one~~ member, expiring in the third year.
5. Vacancies may occur by reason of resignation, death or removal from the Town or State. Vacancies shall be filled by the Board of Selectmen for the unexpired term.
6. If a member fails to attend two regular or special, meetings in a row without providing an excuse, a majority of the Board may certify this failure to the Selectmen, asking them to replace the member. A member may also be removed for cause after notice and hearing by the Board of Selectmen.

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C. Organization and Rules

1. The Board shall annually elect a Chairman, a Vice-Chairman, ~~and a Secretary.~~ Officers shall serve one-year terms and shall be eligible for re-election.

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Town of Chebeague Island Code of Ordinances
Chapter 17 — Land Use & Planning
Article V — Administration

2. ~~Three (3)~~ members of the Board shall constitute a quorum.
3. ~~A majority favorable vote of those Board members in attendance and eligible to participate shall constitute approval of any motion or decision of a meeting or hearing.~~
4. The Board shall adopt rules and regulations for the transaction of its business.

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Town of Chebeague Island Code of Ordinances
Chapter 17 — Land Use & Planning
Article V — Administration

5. Any question of whether a particular issue involves a conflict of interest sufficient to disqualify a member from voting thereon shall be decided by a majority vote of the other members present.
6. All records of the Board shall be public records and may be inspected at reasonable times.
7. All meetings shall be held pursuant to public notice and be held either in a public building or by means of publicly accessible electronic media.

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D. Duties

The Planning Board shall have the following duties and powers:

1. The Board shall prepare a Comprehensive Plan for the Town of Chebeague Island in accordance with the provisions of 30-A MRSA 4323 and 4326. This plan shall be recommended for adoption to the Town Meeting under 30-A MRSA 4324.9.
2. The Board shall periodically review the land use ordinances of the Town of Chebeague Island and submit to the Town Meeting proposed amendments thereto, consistent with said Comprehensive Plan.
3. The Board shall investigate and make reports and recommendations upon such planning and land use matters as it may deem appropriate or as may be formally referred to it by the Town Meeting, the Board of Selectmen, other Town committees or the Town Administrator.
4. The Board shall give the public ample opportunity to be heard concerning the development of the Comprehensive Plan, land use ordinances and other land use policies.
5. The Board shall serve under 30-A MRSA 4403 as the municipal reviewing authority of all requests for subdivision approval. The Board shall approve the naming of all streets in proposed subdivisions.
6. The Board shall serve under the Zoning Ordinance of the Town of Chebeague Island, as the reviewing authority for all requests for site plan approval.

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The Board shall, with the Town Administrator, develop and review the Capital Improvement Plan and the annual capital budget.¶

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7. The Board shall annually submit a report of the Planning Board's actions and a proposed budget to the Town Administrator to be approved by Town Meeting.

E. Assistance from Other Town Officials

The Town Administrator and the Code Enforcement Officer shall provide such technical, administrative and clerical assistance as required by the Planning Board. The Board may request the Town Administrator to engage such professional help as it may require to ~~perform~~ its duties, subject to the availability of funds appropriated therefore by the Town Meeting.

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Deleted: The Board shall annually, through the Chairman, request operating appropriations in a manner prescribed by the Administrator.¶

F. Appeal

An appeal from a decision of the Planning Board shall be taken directly to Superior Court, pursuant to the provisions of the Maine Rules of Civil Procedure, unless otherwise specified in the Town's Zoning Ordinance or Shoreland Zoning Ordinance.

G. Savings Provision

The invalidity of any provision of this ordinance shall not affect the validity of any other provision thereof.



Chebeague Island Comprehensive Plan

Update 2024

(version 4)

Historical Perspective:

The Town of Chebeague Island's original comprehensive plan resulted from the state's response to a perceived threat of unmanaged and perhaps rampant development in Maine, particularly on the coast and in rural areas. The legislature passed the *Maine Comprehensive Planning and Land Use Act of 1988* which mandated that municipalities write comprehensive plans replete with statistical and graphic inventories of their resources and goals for managing development. Zoning ordinances would naturally follow these plans and be written to achieve community-desired development patterns.

When Chebeague Island seceded from Cumberland and became an independent town in 2007 it became necessary, appropriate, and important for the new town to create its own island community relevant comprehensive plan and zoning ordinance distinct from that of its former parent mainland suburban community.

The Comprehensive Plan Committee was established in 2008 involving nearly two dozen volunteers (and, in fact, the whole community) and began the laborious tasks of collecting data, analyzing trends and conditions, creating 65 maps, conducting a citizens' survey that ranked priorities, and holding a series of public meetings for community input and guidance. In 2011, the Committee issued the *Town of Chebeague Island Comprehensive Plan*, nearly 300 pages that set forth a future vision for Chebeague followed by goals, recommendations, and implementation strategies to fulfill the promise of that vision.

Under the LePage administration, the State Planning Office, which oversaw municipal comprehensive planning, was eliminated and therefore so was the original legislated mandate for towns to write and maintain comprehensive plans. While the formerly mandated ten-year update/rewrite of the entire plan is no longer officially required, it makes sense to revisit the comprehensive plan and provide an update on its current validity, which of its goals were achieved, what remains to be accomplished, and how; this update attempts to do so with a particular eye to ongoing Planning Board efforts to rewrite the town's Zoning Ordinance with the Comprehensive Plan serving to guide the process.

Vision Affirmed:

A Future Vision For Chebeague is the opening, defining piece in the original Comprehensive Plan. Back in 2011, the "future" was 2020, and the vision sets forth desired aspects of and achievements to benefit the island community. At its core is the central theme of sustainability of the community, particularly the year-round

population. The plan then goes point by point in describing the many necessary elements of governance, regulation, and public/private effort that are necessary to achieve the vision. The last line of the vision statement serves as a fairly good summation of how Chebeague sees its future: "We preserve our past and our small-town character as we continue to plan for the future."

In 2015, the Planning Board began work on a revision of the Comprehensive Plan, issuing a draft in December of that year. While there are a plethora of environmental, social, and governmental factors involved in guaranteeing Chebeague's survival, some recurrent themes emerged in the original plan as important in maintaining a viable, self-sustaining year-round/seasonal island community: adequate affordable housing, protection of the fresh water aquifer, sustaining the island school, preserving the island's character, and maintaining transportation linkages to the mainland. While these themes are embedded throughout the entire extensive and detailed original comprehensive plan, the revision authors realized that the plan's 136 goals could be synthesized and distilled into a more practical, workable 15 goals that incorporate and address the themes, very briefly summarized here:

1. Maintain the K-5 school
2. Maintain mainland transportation linkages
3. Maintain/build suitable wharfs & related parking
4. Maintain/improve Town Public Safety services
5. Prepare 5-year capital improvement plan
6. Improve electronic communications
7. Preserve the year-round community
8. Maintain island natural and historical character
9. Produce Chebeague-specific zoning ordinances
10. Maintain traditional maritime and agricultural employment
11. Increase affordable housing
12. Protect the aquifer
13. Regulate sub-surface disposal systems and pesticide use
14. Regulate solid waste disposal
15. Adopt climate adaptation strategies

The authors summarized and restated the original plan's goals with an eye to how these goals were related not only to the ongoing governance process but also to the proposed efforts to rewrite the town's ordinances and regulations, in particular the Zoning Ordinance. While they did not add new goals to the revision, they basically affirmed and re-emphasized the original plan's goals and philosophy. Over the past decade, the Town has changed and grown, but the people have maintained their desire to achieve the vision stated in the original comprehensive plan. The nature of the above-listed goals is that they not only represent ongoing community and town government efforts, but also that they are not transitory; rather they are durable and lasting, desirable goals. At this time, in 2023, there is no apparent need or movement to change direction of the original comprehensive plan's philosophy.

But this is a good opportunity to: 1) organize its goals into a useful framework to guide the revision of the Zoning Ordinances to be consistent with the stated beliefs in the comprehensive plan and the vision presented therein; 2) report on progress and/or achievements to date of satisfying the plan's goals, and 3) discuss the remaining goals with some possible strategies to achieve them.

Goals Re-categorized:

The 15 goals fall into three categories that, while not entirely mutually exclusive, identify distinct themes: *necessity*, *character*, and *environment*. Indeed some goals may have relevance in more than one category, but the categories help to bring focus to the zoning ordinance revision effort.

A) Necessity

The first six goals fall into a category best described as administrative or infrastructural necessities for the continued survival, vitality, and improvement of the Chebeague year-round and seasonal community. There may be some linkage to the zoning ordinance in terms of regulations covering town-owned and maintained infrastructure, but these goals are primarily financial and administrative in nature and have minimal relevance to zoning ordinance revisions.

Goal 1) Maintain the K-5 school

The Chebeague Island School is recognized as a vital element of the year-round community's sustainability. Maine coastal history has show repeatedly that when island schools close, the year-round community suffered, and, in too many cases, disappeared. This was rated as a high priority in the original comprehensive plan's public survey, and the recommendation was to "encourage families that include school age children to live on Chebeague by providing excellent education." This has remained a high priority on the island and has been addressed by achieving and maintaining an undeniably high level of quality in primary education services with commitments of substantial community volunteerism and budgetary funding. The school population has nevertheless declined significantly in recent years primarily because of relatively high housing costs and limited island employment opportunities. Ongoing affordable housing projects and completion of a daycare center are examples of efforts to address those issues.

Goal 2) Maintain mainland transportation linkages, and Goal 3) Maintain/build suitable wharfs & related parking

These two goals are discussed together as they are obviously linked. They were accorded a medium-high priority rating in the plan's public survey. Chebeague is served by Casco Bay Lines (out of Portland at the state pier on the western end of the island, Chebeague Transportation Company (CTC) at the Stone Wharf on the

eastern end of the island, and private vessels and commercial water taxis & barges at various points on the island.

The Town is committed to maintaining and improving the current landing facilities, while fostering continued positive relationships with marine transportation service providers and the mainland towns Cumberland and Yarmouth where parking and landing facilities are located. The Stone Wharf has been studied and proposals have been received that address needed repairs, capacity issues such as parking and traffic/pedestrian flow, barge ramp improvements, and sea level rise. Floats and ramps are being maintained or replaced as needed. Dredging is scheduled. CTC change its business structure to non-profit status allowing for reductions in taxes and increased eligibility for grant funding. A new ferry was commissioned and is now in service. While the goals have not been fully achieved, the projects under consideration will, combined with ongoing maintenance, ensure that Chebeague has more than adequate transportation between the island and the mainland for years to come.

Goal 4) Maintain/improve Town Public Safety services

This goal also received a high priority in the public survey. Fire and rescue are rightly viewed as vital to the island's livability and sustainability. Accordingly, the Town has replaced the fire trucks and ambulance as necessary, as well as investing in other firefighting and lifesaving equipment as needed. Current concerns are that there are insufficient numbers of volunteers necessitating hiring further employees and also that the current firehouse is inadequate. A facilities committee was established and is currently reviewing town-owned buildings. Efforts have begun to research and design a new fire station that would adequately house public safety equipment as well as provide sleeping quarters for employees.

Goal 5) Prepare 5-year capital improvement plan

This was a high priority goal in the public survey. The need for a "realistic capital plan" was expressed to provide funding reserves to meet anticipated long-term capital expenditures. This has obvious implications for Town public safety, public services, roads, solid waste management, and administration, as well as for transportation and communication services provided by others. Capital reserves are determined year by year as part of the annual budget, but thought is given by the Select Board to needs projected out a number of years. Given the substantial anticipated expenses on the Stone Wharf and a new fire station looming in the future, plus the fact that the current capital reserve additions account for 15% of the annual town budget, it is highly advisable that a well-researched and definitive long-term (5 years at a minimum, 10 would be better), rolling capital plan be written and adhered to. One way to achieve this goal would be to re-form the Finance Committee as defined by ordinance and give it the autonomy, and budget, necessary to work with the Select Board, Town Administrator, department representatives, and outside consultants (if necessary) to develop a valid long-term spending plan.

Goal 6) Improve electronic communications

Another high priority, and the recent pandemic experience made it even more urgent. Chebeague has recognized for years that its level of electronic communications services was woefully inadequate. Efforts to improve speed and bandwidth have been made by Chebeague.net, Axiom, and Consolidated, but these have been mere bandaids. The Town voted to work with Axiom to run fiber optic cable to every residence and business on the island in 2023. A plan has been made and approved, grants have been secured, and bonding is sought to construct a town-owned network that is paid for, over time, by subscriber fees and run by Axiom. The anticipated bandwidth is sufficient for the near future and likely can be expanded to meet future needs. By the end of the year, this goal will have been achieved.

B) Character

Goals 7 through 11 are primarily concerned with the elements of Chebeague that define its "character". They are more subjective and social in nature than the foregoing relatively objective, concrete, administrative goals, but are considered important aspects that make Chebeague the place it is and help achieve the future vision stated in the comprehensive plan. The final line in the vision statement summarizes a philosophy that underscores planning on Chebeague: "We preserve our past and our small-town character as we continue to plan for the Town's future."

A critical element of that planning effort is to craft a zoning ordinance that reflects the vision while providing regulatory guidelines that are fair, clear, and directed towards maintaining an island environment that reflects islanders' desire to preserve the aesthetics, ambience, lifestyle, and community ethic of a vibrant, small Maine coastal town.

Goal 7) Preserve the year-round community

This goal focused on policies that would promote an age-diverse, viable year-round community on Chebeague with an emphasis on fostering growth in the 18 – 40 age group. Strong mention was made of the importance of reliable, economic water transportation, quality of the island school, and improved electronic communication capabilities, as covered in the above-discussed goals 1, 2, 3, and 6. But the plan went on to stress the importance of promoting traditional and new island businesses, as well as the need for housing availability and affordability (housing is discussed in the section on goal 11, below).

A large portion of the plan's discussion of this goal focuses on traditional agricultural and forestry businesses, suggesting that zoning ordinances could be modified to reduce restrictions and/or limitations on timbering, wood product

manufacturing, and animal/crop husbandry. Any rewrite of the zoning ordinance should carefully consider modifications that remove unreasonably onerous provisions in the existing ordinance while still protecting the island's character and residential owners' right to peaceable enjoyment of their property. The plan stresses the need for preservation/protection of open space that may lend itself to agricultural/forestry activities. A rewritten zoning ordinance should contain provisions that promote retention of open space, such as requiring or encouraging open space development (clustering of residences) that preserves land in an undeveloped state. Also, it should be noted that the Planning Board has written an Open Space Plan for approval at Town Meeting that lays out policies and strategies to identify and preserve island open spaces.

The plan goes further, discussing the island economy and strongly suggesting new business enterprises be fostered by modifying the zoning ordinance to remove restrictions that may unduly hamper business creation and operation. Current permitted uses within the ordinance's Island Residential and Island Business Districts are relatively proscribed as they were inherited from suburban Cumberland and therefore may not be applicable to the island and its distinct economic and social needs. Any revision of the ordinance would have to balance the need for business growth with residential property owners' rights, and strike a reasonable balance that accommodates both. To that end, a set of well-defined performance standards (addressing, for example; noise, property value degradation, lighting, traffic, parking, and odor) should be assembled and used when permitting decisions are being made on business uses that are not specifically permitted in the zoning ordinance.

Goal 8) Maintain island natural and historical character

While this goal received relatively low prioritization in the public survey, its elements are important to the maintenance of island "character" that is an integral piece of the future vision statement. The zoning ordinance should contain provisions for the protection of important historical and archaeological resources. As well, a zoning ordinance could contain elements that protect architectural aesthetics in terms of size, design, and location of structures. Restrictions of this type are often contentious as they can impose on individual property rights. Consideration could be given to establishing "historic districts". Potential inclusion of any of the foregoing would involve substantial community involvement and discussion.

Goal 9) Produce Chebeague-specific zoning ordinances

There is an urgent need to rewrite the zoning ordinances. Much of the Shoreland Zoning Ordinance (separated from the original Zoning Ordinance in 2018) is impacted directly by state rules and regulations, but needs review for specific details that may run counter to island needs and desires. The Zoning Ordinance that

covers the lands outside of the shoreland zone was inherited from Cumberland when Chebeague seceded in 2007. As such, it is a suburban ordinance modified to account for and promote the island's fishing industry but has residential and business development restrictions and provisions that are either inappropriate for the island, obsolete, or internally inconsistent. The plan had a specific goal of a simplified rewritten zoning ordinance as a strategy for achieving the important goals to fulfill the stated vision, by having one unified zoning district permitting. An important companion to simplified and unified zoning would be "performance standards" for any proposed business enterprise or construction project that, combined with thorough Board of Appeals or Planning Board review, would protect both neighbors' property rights and the island's character. Also suggested were revisions to the subdivision ordinance for the purposes of simplification and encouragement of preservation of open space. Further, it was suggested that the current 1.5 acre minimum residential zoning standard be retained.

The Planning Board's revision of the zoning ordinances is underway and a primary focus over the next two years. Simplified, consistent, and island-appropriate zoning ordinances will be presented to the Town for discussion, editing, and eventual approval at Town Meeting.

Goal 10) Maintain traditional maritime and agricultural employment

As part of the over-arching goal of maintaining the island's character as well as recognition of the importance to the island economy of traditional farming and fishing enterprises, this goal was accorded high priority in the original plan's citizens' survey. While the plan made many suggestions as to how these enterprises could be fostered, a recurring theme emerged that zoning could be modified to remove barriers to timber harvesting and agriculture. The planned ordinance revision will take this into account, again balancing the need for viable enterprise maintenance and growth with residential property owners' concerns and needs. Also, maintaining the maritime industry and associated employment requires vigilant enforcement of Chebeague's shoreland zoning ordinance to protect the waters and ocean bottom around the islands. While burdensome or inconsistent requirements should be modified or eliminated from the ordinance, the revision process should make sure that adequate protections remain in place to protect the resource. As aquaculture is rapidly growing in importance and looks destined to become a permanent maritime business sector on Chebeague, the ordinances should be reviewed to make certain that there are neither onerous restrictions on the enterprises nor obvious areas that need zoning regulation, although much of the regulation is already state-initiated and controlled.

Goal 11) Increase affordable housing

Affordable housing remains a strong concern for the island in its desire to retain and attract younger, working families thereby assuring the continued viability of a year-round island population. Over the past two decades there have been two affordable

housing projects and more are under consideration. Maine, like much of the nation, is experiencing a housing shortage and an affordability crisis. Two non-profits on the island are exploring potential projects aided by the cooperation of Town government, availability of public, funding, and private donations.

Elements of the zoning ordinance can be enhanced to promote the creation of affordable housing. Cluster development, simultaneously permitting both increased density and open space preservation, is one zoning tool that may be employed. Similarly, reduced limitations on accessory dwelling units and multifamily residential development can be considered in a revised zoning ordinance. The state legislature has passed LD 2003 which addresses some of the foregoing issues and essentially mandates that Maine towns incorporate these development strategies in their ordinances. The law will take effect in the summer of 2023, although a bill is currently pending to delay implementation until 2025 to allow towns time to review and rewrite their zoning ordinances. Clearly, the revision of Chebeague's zoning ordinance must carefully look at, and reduce as practically possible, any restrictions or limitations on the reasonable creation of affordable housing.

C) Environment

The remaining goals 12 through 15 are environmental in nature, primarily dealing with ground and ocean water resources, solid waste management, and climate change impacts. These goals relate to the importance of protecting the island fishery and aquaculture industry, as well as promoting public health and safety.

Goal 12) *Protect the aquifer*

Goal 13) *Regulate sub-surface disposal systems and pesticide use*

These two goals are interrelated and inseparable, so are considered together. Most of the plan's suggestions revolved around monitoring and studying the island's water resources. Implicit in the plan's focus is that the water resource is both extremely important and very vulnerable to human-related degradation. The zoning ordinance revision must consider carefully those provisions that deal with wells, septic systems, run-off & drainage requirements, pesticide use, and shoreland development limitations to ensure protection of this vital and endangered resource, strengthening them where appropriate.

Goal 14) *Regulate solid waste disposal*

Solid waste is not only a costly item in the Town's annual budget, but if unregulated can present a health hazard as well as detracting from the traditional aesthetic nature of the island community as described in the original comprehensive plan. The plan calls for continued monitoring of the old landfill and efficient non-polluting collection, compacting, and off-island shipment of solid waste. The zoning ordinance revision could make sure that aquifer protections as mentioned in the discussion of

goals 12 and 13 apply to the Town's landfill, brush dump, and solid waste operation as well.

Further, the zoning ordinance be reviewed and revised if necessary to prohibit environmentally hazardous or dangerous solid waste disposal on private or public property. This concept could be extended to hazardous and unsightly derelict structures and unregistered or abandoned vehicles, heavy equipment, and vessels.

Goal 15) *Adopt climate adaptation strategies*

The comprehensive plan was mute as to the impacts of climate change on the island. It was very concerned with aquifer quality and quantity, mainland access, protection of shoreland areas, and maintaining the maritime industries. All of these are vulnerable to the impacts of rising sea levels caused by ongoing climate change, and therefore the authors of the 2015 draft update of the comprehensive plan made climate adaptation a goal. The proposed revision of the zoning ordinance needs to look carefully at the regulations governing the shoreland zone as well as those dealing with the aquifer and make sure that climate impacts and land use strategies to deal with them are fully part of the zoning ordinance.

Summary:

The original Chebeague Comprehensive Plan written in 2011 continues to represent what the community desires with respect to the physical and social aspects of the island. The original, lengthy set of goals have been re-categorized into groups that reflect aspects of the future vision of Chebeague stated in the plan. Many have been addressed or are "works in progress", but serve as ongoing guides for island decision-making efforts. Many of the goals are strongly related to, and impacted by, the zoning ordinances that are in need of simplification, modernization, clarification, and being made more relevant to the needs and desires of the island community. Using the goals, as well as the detailed suggestions in the original comprehensive plan, the Planning Board should embark on a revision of the zoning ordinances that will match the community's ethic and promote the vision of the plan.



Multiplex Dwellings; Apartments and Condominiums

406.1 General:

A multiplex dwelling shall be considered a structure containing 3 or more dwelling units. The construction of a multiplex dwelling or conversion of an existing single-family dwelling or duplex dwelling into a multiplex dwelling shall be reviewed by the Planning Board for compliance with the following standards:

- A. A multiplex dwelling can be held under single ownership in the case of rental apartments, or by individual unit owners in the case of a condominium development. Hereafter, the term "unit owner" shall refer to individuals owning one or more individual condominium units.
- B. The number of multiplex dwelling units allowed on a tract or parcel shall be calculated by dividing the net residential acreage of the tract or parcel by the minimum lot area of 1.5 acres per dwelling unit required for multiplex development.
- C. On any tract or parcel, the maximum number of attached dwelling units shall be six (6).
- D. A tract or parcel developed under this Section shall be held either in single or common ownership, and shall have at least the minimum amount of lot frontage on a street required under Section 204 of this Ordinance.
- E. Setbacks. The minimum setbacks as required in Section 204 of this Ordinance for front, rear or side yards that adjoin a boundary line of the tract or parcel or a street shall apply.
- F. A buffer shall be established between the multiplex housing and any dwelling on abutting tracts or parcels, which buffer shall be sufficient to minimize any potential nuisance, including but not limited to headlights, noise, storage areas and solid waste storage. This buffering shall consist of landscaping,

fencing, or grading or a combination of some or all of these techniques.

- G. No dwelling unit shall have less than 600 square feet of finished living area, exclusive of common hallways, basements, and unimproved attic areas.
- H. The scale and surface area of parking areas, driveways and paved areas shall be compatible with adjacent structures, must be properly screened, and must provide for parking in accordance with the requirements of Sec. 419 of this Ordinance.
- I. Open Space. The amount of open space that shall be required shall be required shall be at least 50%.
 - 1. This open space shall be usable for recreational, agricultural or other outdoor living purposes and for preserving natural features including, but not limited to, large trees, tree groves, woods, ponds, streams, glens, rock outcrops, natural plant life and wildlife cover, deer yards, and to the greatest extent possible, shall be contiguous open space. The use of any such open space may be further limited or regulated by the imposition of reasonable conditions at the time of final subdivision approval by the Planning Board where necessary to protect adjacent properties or uses, or the open space itself.
 - 2. If any or all of the open space is to be reserved by unit owners as common open space, each unit owner shall own a fractional interest in the common open space and the developer shall be required prior to final subdivision plan approval to incorporate a homeowners' association consisting of unit owners, which incorporation must comply with the following:
 - a. Proposed covenants shall be placed in each deed from the developer to the unit owner, which deed covenants shall require mandatory membership in the homeowners' association, and shall set forth the unit owners' rights, interests, privileges and obligations in the association and in the common open space, including the homeowners' association's responsibility and obligation to maintain the common open space and any recreational facilities located therein.

- b. The homeowners' association shall develop a system to levy and collect annual charges against any and all individual lot owners to defray any expense connected with the maintenance of common open space and any recreational facilities located therein, and this system shall be described in said deed covenant or by some other legal instrument made binding upon the individual unit owner and running with the land.
 - c. The developer shall maintain control of the common open space and be responsible for its maintenance until 75% of the multiplex dwelling units in the subdivision have been sold, at which time, the homeowners' association shall be responsible for such maintenance, and this obligation shall be described in said deed covenant or by some other legal instrument made binding upon each unit owner and running with the land.
 - d. All such proposed deed covenants and other legal documents pertaining to common open space shall be reviewed by the town attorney, and, if approved by the planning board, shall be recorded in the Cumberland County Registry of Deeds, and included or referred to in the deed to each unit.
3. Some or all of the open space may be dedicated to the Town of Chebeague Island, subject to acceptance by Town Meeting.
4. Some or all of the open space may be dedicated to a non-profit land trust for conservation, passive recreation purposes, or active recreation purposes.
5. Any dedication under subsection 406.1.H.3 or 406.1.H.4 above must be made through appropriate legal instruments, reviewed by the Town Attorney.
6. The open space(s) shall be shown on the subdivision plan with appropriate notation on the face thereof to indicate that it shall not be used for future buildings or structures.

7. All legal documents required under this subsection must be submitted with the final subdivision plan application.

406.2 Condominiums:

Any structure or property which is converted to condominium ownership in accordance with the provisions of the Maine Condominium Act, regardless of whether there is any physical change in the structure or property, shall be considered a subdivision, unless such structure or property has already been approved under the Subdivision Ordinance.



CONTRACT MEMBER MUNICIPALITY
WASTE HANDLING AGREEMENT

This Agreement, dated as of _____ is entered into by and between **THE TOWN OF CHEBEAGUE ISLAND**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine**, a Maine non-capital stock nonprofit corporation .

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

- (1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that

the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Agreement means this Agreement, as it may be amended from time to time.

C. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

D. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

E. Effective Date means March 16, 2024.

F. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

G. RESERVED

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§ 1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

N. Recycle means to recover, separate, collect and reprocess Recyclable Materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.

O. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessable Wastes.

P. Shutdown means a full or partial cessation of operation of the Facility.

Q. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.

R. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

S. Substitute Facility means any facility or landfill for disposal of Solid Waste not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's Waste to substitute facilities that are not properly licensed to handle and accept such Waste.

T. Tipping Fee means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Article VI hereof.

U. Ton means a quantity of 2,000 pounds.

V. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

W. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

X. Weight Slip means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

Article II

Representations, Warranties and Covenants

A. **ecomaine** warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

(4) To the best of the knowledge of **ecomaine**, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against **ecomaine** by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect **ecomaine** or its financial condition.

B. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

(1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(3) As of the effective date of the Agreement, the MUNICIPALITY will not be a party to any agreement (except this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(4) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

Article III

Operation of the System

A. **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

B. **ecomaine** shall be solely responsible for and exclusively entitled to any Acceptable Waste and Recyclable Materials, and any benefits derived therefrom, delivered to the Facility by or on behalf of the MUNICIPALITY.

C. **ecomaine** shall be obligated to Handle all Residue generated by the Facility.

D. At all times during the term of this Agreement, **ecomaine** shall operate the Facility and the Site and Handle all Municipal Waste, Recyclable Materials and Residue in compliance with all federal, state and local laws and regulations applicable thereto.

Article IV

Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste generated by residential households within the boundaries of the MUNICIPALITY and under the MUNICIPALITY's control. The MUNICIPALITY shall be responsible for all costs associated with collection and transportation of Acceptable Waste to the Site.

B. **ecomaine** will Handle as provided herein all Municipal Waste delivered to the Site by or on behalf of the MUNICIPALITY.

C. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

Article V

Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours and may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such Waste. Tare weights may be utilized if agreeable to both parties. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. **ecomaine** shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at

an alternative State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

D. Waste that is delivered to the Site and which is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Except as otherwise provided in this Agreement, title to and responsibility for all Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

E. Neither **ecomaine**, nor the MUNICIPALITY shall knowingly permit deliveries by the MUNICIPALITY or its employees, agents or contractors of Hazardous Waste to the Site.

F. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

G. Until delivery to the Facility by the MUNICIPALITY or its Hauler, all Waste shall remain the property of the MUNICIPALITY and all responsibility for safe and lawful Handling of the same rests with the MUNICIPALITY.

H. Upon acceptance of Waste by **ecomaine** from the MUNICIPALITY or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the MUNICIPALITY to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the MUNICIPALITY.

I. In the event that the Facility is temporarily shut down or is running over capacity, **ecomaine** may, in its sole discretion, bypass loads of Waste to the **ecomaine** landfill in Westbrook, in which case the MUNICIPALITY'S Hauler will be instructed to deliver its load to that location. In the alternative, **ecomaine** may, in its sole discretion, bypass loads of Waste to another suitable disposal facility, in which case **ecomaine** will be responsible for transporting the bypassed Waste to that location. In the event of a bypass under this subparagraph, the Tipping Fees are the same as set forth in Article V.

Article VI

Tipping Fees

A. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site.

B. The Tipping Fee for all Municipal Waste delivered to the Site for Handling by **ecomaine**, shall be equal to the sum of One Hundred and two Dollars (\$102.00) per Ton from the Effective Date until June 30, 2025, at which time and annually thereafter, the sum shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in any one year.

C. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice for all Tipping Fees and any other amounts due from the MUNICIPALITY for Waste deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, Weight Slips shall be attached to the invoice for reconciliation purposes. The MUNICIPALITY shall pay the amount set forth in each such invoice on or before thirty (30) days after issuance of the invoice. If the MUNICIPALITY fails to pay any invoice when due, the MUNICIPALITY shall be obligated to pay such invoice together with a late charge equal to one and one-half percent (1.5%) per month on the unpaid portion of that invoice.

D. The MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

Article VII

Force Majeure

A. Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- (1) Acts of God, hurricane, tornado, lightning, earthquake, epidemic or pandemic;
- (2) Acts of war, civil insurrection or terrorism;
- (3) Fire or flood not caused by the party unable to perform; or
- (4) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit or license, except where the order, action or inaction is due to the

acts or omissions of the party claiming the existence of a force majeure hereunder.

B. A party claiming the benefit of a Force Majeure under this article shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Article VIII

Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or Handle Waste or Recyclable Materials at the Facility, then **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing and obligations which by the terms of this Agreement survive such termination.

Article IX

Term of Agreement

A. This Agreement shall be effective upon the Effective Date and remain in effect until March 15, 2027, unless sooner terminated pursuant to the terms hereof.

B. To ensure continuous service, this Agreement will be automatically renewed for successive three (3) year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent three (3) year term.

C. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article X

Remedies for Nonperformance

A. In the event that either party commits a material breach of any of the representations, warranties or covenants set forth in Article II, or fails to make payment of any amounts due as provided in this Agreement, which itself shall constitute a material

breach, and such party fails to remedy such breach within thirty (30) days of written notice given by the non-breaching party, such non-breaching party may terminate this Agreement.

B. Unless caused by force majeure as provided in Article VII hereof, in the event that **ecomaine** fails to Handle Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

C. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

D. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article XI

Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. Anything to the contrary notwithstanding, **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Providers of Credit Enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter

collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

- (1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.
- (2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.
- (3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.
- (4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.
- (5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

Article XII

Indemnification

A. To the extent permitted by law, each of **ecomaine** and the MUNICIPALITY hereby shall indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages arising from or relating to (i) injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the indemnifying party; provided, however, that the indemnifying party shall not be liable for indemnification under this Article to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, contractors or employees, and (ii) the indemnifying party's breach of any of its warranties and representations under Article II of this Agreement.

B. The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, limitations on liability and benefits available to it under law.

C. This Article shall survive termination of the Agreement.

Article XIII

Miscellaneous

A. **ecomaine** shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

(1) In the persons served, or in the manner of service; or

(2) In the hiring, assignment, promotion, salary determination, or other conditions of employment.

B. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine, without regard to conflicts of law principles.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

D. No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

E. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

F. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102
roche@ecomaine.org

With a copy to: Mark Bower, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112
mbower@jensenbaird.com

If to MUNICIPALITY: Viktoria G. Wood
Town Administrator
192 North Road
CHEBEAGUE ISLAND, ME 04017
townadmin@townofchebeagueisland.org

With a copy to:

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

G. The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

I. Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

J. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

K. This instrument embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

L. To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.

Witnesses:

ecomaine

By: _____
Its CEO/General Manager

Town of CHEBEAGUE ISLAND

By: _____
Its



[Rev/Cost Share]



RECYCLING SERVICES AGREEMENT

AGREEMENT made this [] day of [] 2024 by and between **ECO Maine** with a principal place of business located at 64 Blueberry Road, Portland, Maine 04102 (hereinafter, "**ecomaine**"), and the TOWN OF CHEBEAGUE ISLAND, located in Cumberland County, in the State of Maine (hereinafter, the "Municipality").

WHEREAS, **ecomaine** owns and operates a single sort recycling facility located at 64 Blueberry Road in Portland, Maine (the "Facility"); and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State's solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the Municipality; and

WHEREAS, the Municipality generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the Municipality is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing to accept and handle Municipality's recyclable materials for processing at the Facility;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, **ecomaine** and the Municipality hereby agree as follows:

1. Definitions. In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:
 - a. Agreement means this Agreement, as it may be amended from time to time.
 - b. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.
 - c. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

- d. Effective Date means March 16, 2024
- e. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.
- f. Contaminant means any material, including free flowing liquid, that is not included in **ecomaine**'s Program List.
- g. Hauler means any entity or person that performs solid waste services on behalf of the Municipality, including, without limitation, the delivery of Recyclable Materials to the Facility. "Hauler" shall also mean the Municipality when the Municipality delivers Recyclable Materials to the Facility with its own employees or agents.
- h. Hazardous Waste means waste by its composition, characteristics, or other inherent properties is dangerous to handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. "Hazardous Waste" shall also mean waste which is defined as harmful, toxic, dangerous, or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq.*, as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S. §§ 1301 *et seq.*, as amended; and (iii) any other federal, state, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous, or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. "Hazardous Waste" shall include, without limitation, medical waste.
- i. Processing Fee means the per-ton fee paid by the Municipality for the processing of Recyclable Materials by **ecomaine** at the Facility.
- j. Ton means a quantity of 2,000 pounds.
- k. Program List means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.
- l. Recyclable Materials means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

- m. Single Sort Recycling Program means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be sorted into categories.
- n. Municipality means a municipality, as defined in 30-A M.R.S. § 2001, or any other governmental entity that is party to this Agreement.
- o. Shutdown means a full or partial cessation of operation of the Facility.
- p. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.
- q. Substitute Facility means any facility not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Recyclable Materials of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's materials to substitute facilities that are not properly licensed to handle and accept such materials
- r. Average Commodity Revenue (ACR) is based on the blended revenue earned or costs incurred by **ecomaine** from the marketing of recyclable materials received through its Single Sort Recycling Program. Excluded from revenue and its respective tonnage are materials received sorted, the value and tonnage of which is not included in the single sort revenues. Additionally, the cost of residue MSW is deducted from single sort revenues received before distribution. Total ACR revenues after deduction for sorted revenues and residue are then divided by total single sort inbound tons to arrive at an average per ton ACR.

2. Delivery of Recyclable Materials.

- a) The Municipality agrees to deliver or cause to be delivered to the Facility all Recyclable Materials on the Program List generated within the boundaries of the Municipality and under the Municipality's control, and **ecomaine** agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.
- b) **ecomaine** shall provide the Municipality with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the Municipality.
- c) Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Recyclable Materials delivered to the Facility by or on behalf of the Municipality.

3. Collection, Transportation and Handling of Recyclable Materials.

- a) The Municipality shall be responsible for all costs associated with collection and transportation of Recyclable Materials to the Facility.
- b) Until delivery to the Facility, Recyclable Materials remain the property of the Municipality and all responsibility for safe and lawful handling rests with the Municipality.
- c) Upon acceptance of Recyclable Materials by **ecomaine** from the Municipality or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the Municipality to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the Municipality.
- d) Delivery of Recyclable Materials shall occur during the hours of operation at the Facility as posted by **ecomaine**.
- e) The Municipality shall use best efforts to ensure that Contaminants are not included with Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:
- 3-5% contaminants by volume will receive a warning.
 - 6-10% contaminants by volume will incur an additional \$15 per ton fee.
 - 11-15% contaminants by volume will incur an additional \$25 per ton fee.
 - 16-20% contaminants by volume will incur an additional \$45 per ton fee.
 - 21-25% contaminants by volume will incur an additional \$55 per ton fee.
 - 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.
- f) For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the Municipality or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste will be at the sole expense of the Municipality. The Municipality will not receive payment under Section 5 for any load containing a level of contamination greater than 10% or for any load containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.
- g. In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for the Recyclable Materials, including without limitation disposal at **ecomaine**'s landfill or waste-to-energy facility.

4. Term of Agreement.

- a) This Agreement is effective for 3 years, commencing on March 16, 2024, unless sooner terminated under the terms hereof.
- b) To ensure continuous service, this Agreement will be automatically renewed for successive 3-year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent 3-year term.

5. Processing Cost and Revenue Share.

- a) The Municipality shall pay **ecomaine** a Processing Fee of One Hundred and Fifteen Dollars (\$115.00) per ton of Recyclable Materials delivered by or on behalf of the Municipality to the Facility until June 30, 2025, at which time and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.
- b) The Agreement shall provide a revenue/cost sharing rebate/charge, based on the year-to-date Average Commodity Revenue (ACR) a credit or charge will be issued to the Municipality, based on the ACR per ton value and the Recyclable Tons delivered by the Municipality (except for any loads containing 10% or more contamination as those will not be eligible for any credit or rebate for the recyclable material). The rebate/charge settlement will occur at an interval of every Quarter. When ACR is above \$10 per ton, the value of the rebate shall be 60% of the ACR on an inbound non-contaminated per-ton basis. When ACR is between \$0 and \$10 per ton, no rebate is provided. When ACR is below \$0 per ton, the Municipality r will be charged 100% of the negative ACR for all tons. The revenue sharing rebate/charge shall be paid or billed Quarterly based on **ecomaine's** cumulative fiscal year calculation and shall be paid or billed within 45 days of each quarter. The calculation is based on an annual basis and quarterly installments payments/charges offset the annual amount due or owed for the cumulative fiscal year ending June 30.

6. Payment. On a monthly basis during the term of the Agreement, **ecomaine** shall issue an invoice to the Municipality detailing Processing Fees due under Section 5(a), any contamination fees due under Section 3(e), and any other applicable charges due. The Municipality shall pay the invoice amount to **ecomaine** within thirty (30) days of the invoice date. In the event that a credit is due to the Municipality under Section 5(b), **ecomaine** will pay the Municipality within thirty (30) days of the last day of the fiscal year. In the event that a charge is issued to the Municipality under Section 5(b), the Municipality will pay **ecomaine** within thirty (30) days of the last day of the fiscal year.

7. Default. Failure of the Municipality to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the Municipality and under its control shall constitute a breach of this Agreement. In event of such breach, the Municipality shall pay

ecomaine an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of tons on a monthly basis by:

- a) Calculating the number of tons of Recyclable Materials generated in the Municipality and delivered to the Facility in the calendar month prior to the commencement of the breach; and
- b) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and
- c) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the Municipality and actually delivered to the Facility during each month in which the breach occurs.

In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of such breach, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

8. Force Majeure. Neither party shall be liable to the other for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;
- b) Acts of war, civil insurrection or terrorism;
- c) Fire or flood not caused by the party unable to perform; or
- d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

9. Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if (1) sent by email to the addresses listed below, which will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed; or (2) hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102
roche@ecomaine.org

With a copy to: Mark Bower, Esq.
Jensen Baird
Ten Free Street, P.O. Box 4510
Portland, ME 04112
mbower@jensenbaird.com

If to MUNICIPALITY: Viktoria G. Wood
Town Administrator
192 North Road
CHEBEAGUE ISLAND, ME 04017
townadmin@townofchebeagueisland.org

With a copy to:

Said notice shall be deemed given when mailed or emailed with acknowledgement. Each party shall have the right, from time to time to designate a different person, and/or address, and/or email address by notice given in conformity with this Article.

10. Compliance with Laws. Each party shall comply with all federal, state and local laws, regulations, rules, ordinances and orders of any kind that are applicable to that party's performance under this Agreement.
11. Indemnification. To the extent permitted by law, **ecomaine** and the Municipality shall each indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages relating to injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts or omissions of authorized agents, officers, contractors or employees of the other party; provided, however, that the indemnifying party shall not be liable for indemnification under this Section 11 to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, officers, contractors or employees.

The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine

Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

This section shall survive termination of the Agreement.

12. Assignment. This Agreement, its rights and obligations, is not assignable or transferable by either party, in whole or in part.
13. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, or by any other board, tribunal or entity the decision of which is binding upon the parties hereto and which has become final, such invalidity or enforceability shall in no way affect any of the other covenants, conditions or provisions hereof.
14. Modification. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified or revised in writing, signed by the authorized agents of the parties.
15. Construction of Agreement. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

Witness:

TOWN OF CHEBEAGUE ISLAND

By: _____

Its:

Witness:

ecomaine

By: _____

Its: CEO/General Manager

Attachment A

ecomaine

With single stream recycling nothing needs to be sorted or kept separated. Everything is placed in the same container. Here's a look at what is (and isn't) recyclable at ecomaine:

ecomaine

DO recycle

PAPER

- All clean cardboard, paperboard, & pizza boxes (**NO FOOD**)
- Newspaper & inserts
- Magazines
- Mail & catalogs
- Paper bags
- Office paper, envelopes, & window envelopes
- Wrapping paper
- Phone books
- Books
- Paper plates (*clean*)
- Milk & juice cartons
- Drink boxes & aseptic containers
- Shredded paper
(put in clear plastic bags - this the ONE exception to our 'no plastic bags' rule!)

PLASTIC

- Water bottles
- Milk jugs
- Detergent bottles
- All rigid containers marked #1-7 (*except Styrofoam*)

METAL

- Tin cans
- Aerosol cans (*empty*)
- Aluminum cans & foil
- Pots & pans

GLASS (all colors)

- All glass bottles & jars

All rigid containers must be EMPTY (not perfectly clean)

This is not a complete list! Search more than 1,500 items at ecomaine.org/101

ecomaine

DON'T recycle

NO PLASTIC BAGS!

Plastic bags & wrap:

- Trash & shopping bags (*empty or full*)
- Plastic wrap or film
- Bubble wrap or mailers
- Tyvek or plastic envelopes
- Bread bags
- Potato chip & snack bags
- Sandwich baggies
- Animal food bags
- Frozen vegetable bags
- Pellet bags
- Newspaper bags
- Boat wrap or tarps
- Straws & cup lids
- Styrofoam (*even if it's #6!*)
- Paper towels, napkins, or tissue
- Needles & sharps
- Large metal parts
- Gas tanks (*propane, helium, oxygen, etc.*)
- Wood & lumber
- Pipes (*metal or plastic*)
- Clothing & shoes
- Bedding & pillows
- Batteries:
alkaline
button-cell
rechargeable & lithium-ion
- Light bulbs (*any type*)
- Garden hoses
- Diapers (*baby or adult*)
- Food or plants (*compost these*)
- Kitty litter
- Knives & blades
- Toys
- Vinyl siding
- Wax-coated paper & boxes
- Rope, string, chain

ecomaine

Do not bag recyclables
No garbage

No plastic bags or film
Return to retailers
(Check out www.plasticfilmrecycling.org)

ecomaine's

THREE RULES OF PLASTIC RECYCLING

Plastic containers - except Styrofoam - are recyclable if they meet ALL three of these rules:

1. It must have a #1-7 recycling symbol
2. It must be rigid, or hard plastic
3. It must be a container

No batteries of any kind
No electronics

No "tangles"
No cords, electronics, hoses, ropes, etc.

No hazardous waste
No explosives - No sharps

No clothing or linens
Use donation programs

No food or liquid
Empty all containers

Questions? Look up more than 1,500 items on **ecomaine's** FREE Recyclopeda app!
www.ecomaine.org/101

When in doubt, throw it out! If it's not on the **DO** side, it should be considered on the **DON'T** side!

Updated 3/31/2023



TOWN OF CHEBEAGUE ISLAND SOLID WASTE FEES

See Attendant for Assistance

Type	Description	Amount
Compactable	Compactable Commercial Waste (See Solid Waste Ordinance).	\$2 per 30 gal bag \$6 per barrel
	Compactable non-Commercial Waste	0
Construction and Demolition Debris	Non-compactable waste items from private or commercial sources. (An 8' pickup body filled level to the tailgate is considered two cubic yards). Fee assessed to the nearest cubic yard.	\$80 cu.yd. \$ 160 per average pickup load
Metal Goods	All metal goods. (An 8' pickup body filled level to the tailgate is considered two cubic yards).	\$50 cu.yd.
	Individual metal waste items > 36" in any dimension.	\$10
White Goods	Any waste item containing a refrigerant (refrigerators and air conditioners)	\$45
	Small appliances < 24" (inches)	\$10
	All other white goods	\$15
Universal Waste	TV or Monitor	\$25
	Desktop Printers, copiers, fax, VCR, DVD player, stereos, etc.	\$10
	Floor standing Printers, copiers or fax	\$30
	Computers (CPU or laptop)	\$25
	Mercury devices – Thermostats and Thermometers	\$0
	Fluorescent Bulbs	\$3
	Ballasts (PCB, DEHP, magnetic & electric) transformers, large capacitors or mercury devices.	\$5
Plant Matter	Grass clippings, leaves, Christmas trees	\$0
Brush Pile	Pickup truck load 8' or less, up to 6" in diameter	\$0
Bulk Wood	Truck/trailer load 8' or less, 6" or more in diameter	\$0
Tires	No tires are accepted on the rim. Tires must be off rims. Rims are metal goods waste items and tires are compactable.	\$5
Bulky Waste	Mattress/box spring, chair, sofa, sleep sofa	\$20
	Hot water heater, water tank	\$20
	Lobster trap, crushed	\$2
	Lobster trap, uncrushed	\$5

Adopted June 15, 2022

