



Town of Chebeague Island

To: Chair of the Select Board, Robert Earnest

From: Viktoria G. Wood, Town Administrator

Date: April 26, 2024

RE: Town Administrators Report

Since returning from vacation, I have been working on catching up. I did receive detailed notes from Krista from the last meeting and am working on those items. Below is some basic information on a few other topics.

Transfer Station Workshop- A transfer Station workshop was scheduled for 4/25 but had to be canceled due to a Planning Board hearing. Does the board want to choose another date for that?

Floats- Will be going into the water Week of April 30th.

Dredging- Please see the attached memo from Jordan Macy. I have not had a chance to go through in detail the numbers and compare them to what we have. When I can do that or hear again from him, I will follow up with the board.

Stone Wharf- Custom Floats is supposed to be on the island the week of April 30th working on the needed repairs.

Office Staff/Position Update- Friday, April 26th was Tim Opalenik's last day with the town as the bookkeeper. I have reached out for consulting services to help us out for a few months with General Ledger and Bank Reconciliation. Marc Roy with Blue Start accounting and advising will be helping us out, remotely. He cannot start until the end of May. In the meantime, Marjorie will be coming May 3rd to help. I have done reconciliation through January but with so much going on I am unable to dedicate the time that is needed to do the rest. Marjorie will complete February and March, so we are caught up. When Marc can help, we will make sure that all the accounts are in order and reconciled before the end of the Fiscal year. Town Clerk, Krista, will work on payroll and warrants in the meantime. While we are short-staffed, there is no urgency to start advertising for a new bookkeeper. I would like to take this opportunity to figure out what the needs are and how they can be filled.

FEMA- I reached out to Aaron Milroy, the Deputy Director Cumberland County EMA. He is not aware of any program delivery managers reaching out yet about next steps on municipal level. I will let the board know once anything happens.



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

April 18, 2024

Planning Division
Plan Formulation Branch

Victoria G. Wood
Town Administrator
192 North Road
Chebeague Island, ME 04017

Dear Ms. Wood,

I am writing in reference to the Project Partnership Agreement (PPA) between the U.S. Army Corps of Engineers and the town of Great Chebeague Island for the Great Chebeague Island Navigation Improvement Project, which was executed July 01, 2021. In accordance with Article III Section B of the PPA, enclosed is a financial summary for the project. This financial summary presents the shared project costs incurred to date, remaining funds, and the estimated remaining cost of the project as of March 26, 2024.

For any questions regarding this information, please contact the Project Manager, Jordan Macy through email: Jordan.G.Macy@usace.army.mil or phone (978) 405-4956.

Sincerely,

MACY.JORDAN.GRABON.1
607227361

Digitally signed by
MACY.JORDAN.GRABON.1607227361
Date: 2024.04.18 15:36:43 -04'00'

Jordan G. Macy
Project Manager

Enclosures

SECTION 107 NAVIGATION IMPROVEMENTS

SECTION 107 NAVIGATION IMPROVEMENTS
PROJECT PARTNERSHIP AGREEMENT
GREAT CHEBEAGUE ISLAND, MAINE
FINANCIAL SUMMARY (26-MAR-2024)

Status of Non-Federal Sponsor Contributed Funds

Contributed to Date	\$ 314,361.45
Costs Expended	\$ 78,575.00
Balance	<u>\$ 235,786.45</u>

Status of Federal Funds

Contributed to Date	\$ 2,746,000.00
Costs Expended	\$ 2,422,640.75
Balance	<u>\$ 243,260.65</u>

Total Combined Balance of Cost Share Funds Remaining (26-MAR-2024)

Non-Federal Sponsor	\$ 235,786.45
Federal	\$ 243,260.65
	<u>\$ 479,047.10</u>

SECTION 107 NAVIGATION IMPROVEMENTS
PROJECT PARTNERSHIP AGREEMENT
GREAT CHEBEAGUE ISLAND, MAINE

SUMMARY OF TASKS REMAINING IN PPA FUNDS:

1. Resolve Eelgrass Mitigation Requirement
2. Negotiate Contractor Claims Settlements
3. Contractor Holdback Payout
4. Fiscal Closeout
5. Final Closeout

ESTIMATE OF COSTS TO COMPLETE PROJECT: \$ 750,000.00

**TOWN OF CHEBEAGUE ISLAND MORATORIUM ORDINANCE FOR
SHORELINE STABILIZATION ACTIVITIES IN THE
COASTAL BARRIER RESOURCE SYSTEM**

Section 1. Definitions.

Coastal Barrier Resource System means those areas designated by State law, 38 M.R.S. § 1904 as Coastal Barrier Resource System, which:

1. Serve as natural storm protective buffers; and
2. Are generally unsuitable for development of any type due to their vulnerability to storm damage; and
3. Provide significant protection to scenic, scientific, recreational, natural, historic, archaeological and economic resources; and
4. Provide habitats for migratory birds and other wildlife and habitats for essential spawning, nursery, nesting, and feeding areas for commercially and recreationally important species of finfish and shellfish, as well as other aquatic organisms.

A map showing the location of the Coastal Barrier Resource System is attached to this Ordinance as Exhibit 1.

Shoreline stabilization activities means the placement of riprap, construction of seawalls or other similar structures, or any other work that that serves a similar purpose. The temporary placement of riprap required solely as part of the construction of a permanent permitted structure shall not be included in this definition.

Town means the Town of Chebeague Island, Maine, a municipal corporation organized and existing under the laws of the State of Maine.

Section 2. Moratorium Declared.

WHEREAS, Jenks Landing/Waldo Point Unit A05C have been identified by the State of Maine as a Coastal Barrier Resource System; and

WHEREAS, the Town has experienced significant storm and other weather related damage, especially in its shoreland areas; and

WHEREAS, the State and Federal governments have recognized the importance of preservation of the Coastal Barrier Resource System to protect the identified areas and their fragile ecological systems, as well as neighboring shoreland areas and shoreline properties; and

WHEREAS, the Town is under threat of further damage in its shoreland areas, especially in the Coastal Barrier Resource System, both due to weather and also resulting from shoreline stabilization activities; and

WHEREAS, this threat to protected natural resources is unanticipated and has not been adequately provided for in the Town's current Zoning Ordinance, Shoreland Zoning Ordinance or any other ordinance adopted by the Town; and

WHEREAS, shoreline stabilization activities in the Coastal Barrier Resource System could pose serious threats to the public health, safety and welfare of all of the residents of the Town in the absence of regulations with adequate provision to address issues of health, safety, land use compatibility, noise, visual degradation and environmental degradation; and

WHEREAS, the Town needs time to study its ordinances to determine the implications of shoreline stabilization activities in the Coastal Barrier Resource System area and to develop reasonable ordinances for the protection of the health, safety, and welfare of the Town's residents, property owners and natural resources; and

WHEREAS, the Select Board and the Planning Board, with such professional advice and assistance as they deem necessary and appropriate, shall study the Town's ordinances to determine the land use, environmental and other regulatory implications of shoreline stabilization in the Coastal Barrier Resource System and consider what regulations might be appropriate for such activity; and

WHEREAS, the Town's current Zoning Ordinance and Shoreland Zoning Ordinance are not adequate to prevent serious public harm proposals involving shoreline stabilization in the Coastal Barrier Resource System; and

WHEREAS, the Town's current Zoning Ordinance and Shoreland Zoning Ordinance do not contain sufficient standards to effectively provide municipal review and approval of shoreline stabilization in the Coastal Barrier Resource System; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Town first considers this moratorium on shoreline stabilization activities in the Coastal Barrier Resource System; and

WHEREAS, amendments to the Zoning Ordinance and Shoreland Zoning Ordinance, or the adoption of another ordinance to properly regulate shoreline stabilization activities in the Coastal Barrier Resource System will require a public hearing by the Planning Board and then must be voted upon by Town Meeting; and

WHEREAS, in the judgment of the Town, these facts create an emergency within the meaning of 30-A M.R.S. § 4356(1)(B) and require this Ordinance as immediately necessary for the preservation of the public health, safety and welfare.

NOW, THEREFORE, the Town does hereby ordain that this Ordinance be, and hereby is, enacted, and, in furtherance thereof, the Town does hereby declare a moratorium on shoreline stabilization activities in the Coastal Barrier Resource System. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Ordinance, unless extended, repealed, or modified by the Select Board, for the express purpose of drafting an amendment or amendments to Town ordinances to protect the public from health and safety risks including, but not limited to, the potential adverse environmental, health, safety, land use compatibility, erosion and visual degradation effects of development or other activities in the Coastal Barrier Resource System if not properly regulated; and

BE IT FURTHER ORDAINED, that this Ordinance shall apply to any proposals involving shoreline stabilization activities in the Coastal Barrier Resource System after the May 1, 2024 applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S. § 302 or any other law to the contrary, this Ordinance, when enacted, shall govern shoreline stabilization activities in the Coastal Barrier Resource System for which an application for a license, building permit, and/or any other required land use approval has not been submitted and finally acted on by the Code Enforcement Officer, Planning Board, Board of Appeals or other Town official or administrative board or agency prior to May 1, 2024, the applicability date of this Ordinance, as well as any shoreline stabilization in the Coastal Barrier Resource System that does not currently require Town approval; and

BE IT FURTHER ORDAINED, that no person or organization shall start or engage in any type of shoreline stabilization activities in the Coastal Barrier Resource System on or after the May 1, 2024 applicability date of this Ordinance without complying with whatever ordinance amendment or amendments the Town may enact as a result of this moratorium; and

BE IT FURTHER ORDAINED, that during the time this moratorium is in effect no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a permit, certificate of approved use, conditional use review and/or any other permits, licenses or approvals related to shoreline stabilization activities in the Coastal Barrier Resource System; and

BE IT FURTHER ORDAINED, that those provisions of the Town's Zoning Ordinance, Shoreland Zoning Ordinance or other ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

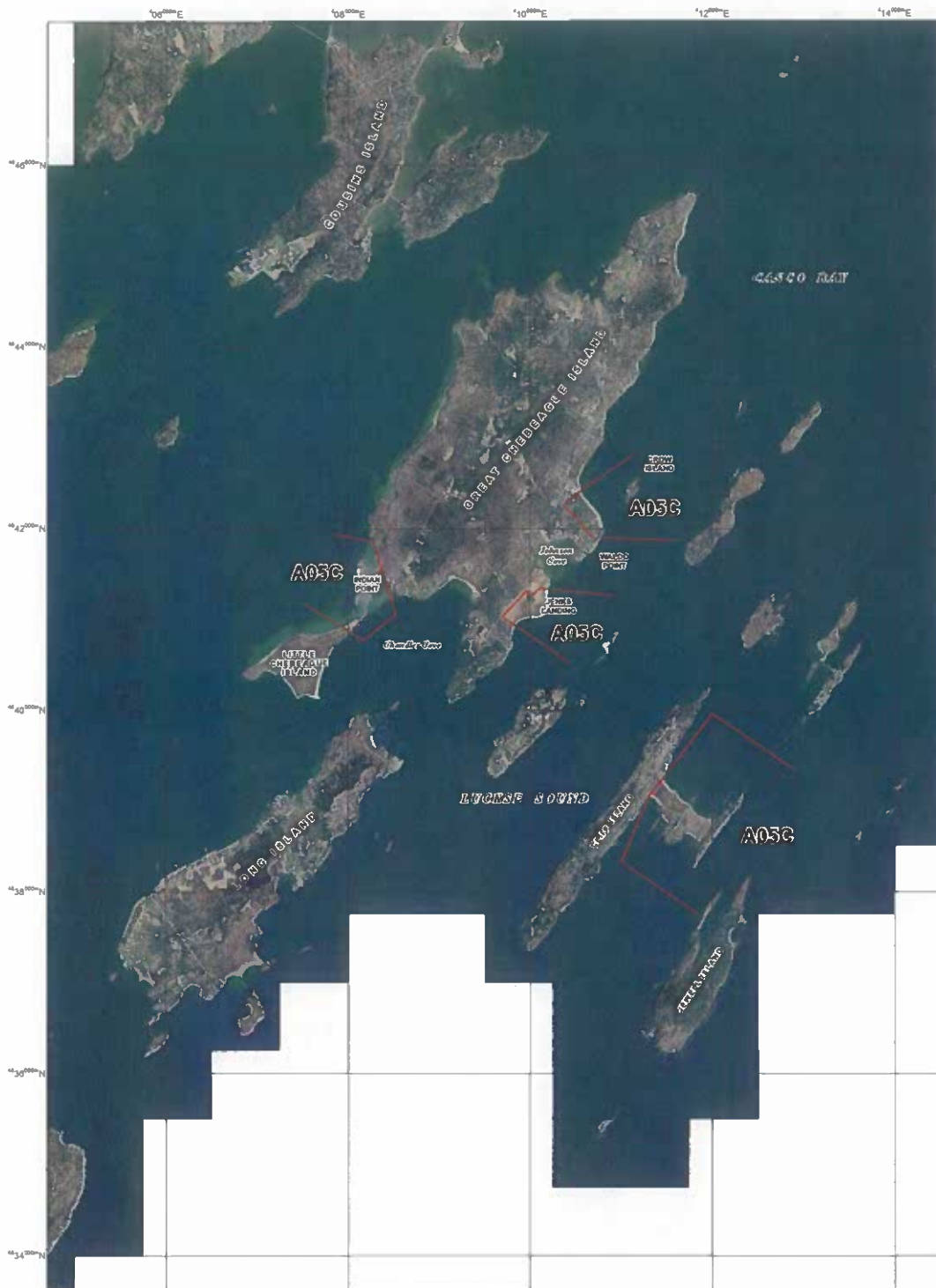
BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 3. Violations; Civil Penalties.

If any shoreline stabilization in the Coastal Barrier Resource System is commenced or pursued, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties in accordance with 30-A M.R.S. § 4452, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations.

Section 4. Effective Date; Applicability Date.

This Ordinance shall take effect immediately upon passage by Town Meeting. The applicability date of this Ordinance is May 1, 2024.



JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM

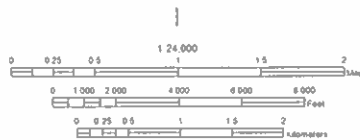
Jenks Landing/Waldo Point Unit A05C

This map has been produced by the U.S. Fish and Wildlife Service as authorized by Section 4(c) of the Coastal Barrier Resources Act (CBRA) of 1982 (Pub. L. 97-348), as amended by the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-561). The CBRA requires the Secretary of the Interior to review the maps of the Coastal Barrier Resources System (CBRS) at least once every 5 years and make any minor and technical modifications to the boundaries of the CBRS units as are necessary solely to reflect changes that have occurred in the size or location of any CBRS unit as a result of natural forces.

The seaward side of the CBRS unit includes the entire sand-sharing system, including the beach and nearshore area. The sand-sharing system of coastal barriers is normally defined by the 30-ft bathymetric contour. In large coastal embayments, the sand-sharing system is defined by the 20-ft bathymetric contour or a line approximately one mile seaward of the shoreline, whichever is nearer the coastal barrier.

For additional information about the CBRA or CBRS, please visit www.fws.gov/cbra

- System Unit Boundary
- Otherwise Protected Area (OPA) Boundary. OPAs are identified on the map by the letter "P" following the unit number
- Approximate State/Country Boundary
- 2000-meter Universal Transverse Mercator grid Values, Zone 19 North
- Imagery Date: 2012
- Imagery Source: State of Maine Office of Information Technology
- Coordinate System: North American Datum 1983 UTM Zone 19
- Map 23-015A August 1, 2014



Re: EMA director positions

Michael Durkin <durkin@cumberlandcounty.org>

Thu 2/1/2024 10:54 AM

To: Aaron Milroy <milroy@cumberlandcounty.org>

Cc: Town admin <townadmin@townofchebeagueisland.org>

Hi Vika,

There are a lot of towns asking the same questions you are so you're not alone.

For background: Towns are required by law to have an EMA Director but the law gives no guidance on compensation, duties, time put in, etc. That has led to a lot of inconsistency across the County. All our local EMA Director's are also Fire Chiefs (except one). In a few larger towns and cities, there's a full or part time person hired to do Emergency Management but the Fire Chief still technically holds the EMA Director title.

For many towns, this is just part of the Fire Chief's job and always has been. In other places it's an extra duty and they get a stipend to 'wear both hats'. I don't have info on how much these stipends are but they're not much. Most Fire Chief's embrace the EMA Director role and do great, others dislike it and would happily give up the duties. I think the career of EMA has grown too large/specialized to be a 'second hat' and they're feeling the increased pressure. They now have to be experts in a lot of different things which takes away from their time being the Fire Chief.

I have some info on town Emergency Management budgets which may give you an indication of how big their programs are. I don't know if these funds are stipends or programmatic spending though. 14 towns in the County have a line item for emergency management with the average being just over \$6000. There's a lot of variance in these budgets, no real trend. Westbrook is a big community and has a \$500 budget. Harrison is much smaller and budgets \$8000. Closest to you is Long Island which budgets \$2000 and Harpswell which is \$1500.

As for duties, again, it's a mixed bag. Here's the rough landscape of what EM does:

- Preparedness (Planning, Training and Exercise)
- Mitigation (Information gathering, Grant Management, development planning)
- Response (coordinating resources in a complex disaster)
- Recovery (seeking Federal funds, but also organizing the community in local rebuilding)

Of course, each of these could be full time positions by themselves. Towns tend to pick what parts of EM are most relevant to them. Most towns lean into response because it's what Fire Chief's do normally. Preparedness is second: some towns are pretty established here, others rely on us for help with these. For mitigation and recovery, most towns look to us for support and expertise, although some are starting to build capacity in this area.

Several towns have expressed interest in my office taking over their municipal EMA duties. This is possible, although rare in Maine. For small-mid-sized towns, it could be a vast improvement. It comes at a cost though, likely more than what towns currently budget for EMA.

There's no reason several like-sized towns couldn't pool their funding for something like this either. If a few towns got together and split the cost of a full time EM Director, it would be an improvement. The County could even be the mechanism for employing that person, the towns would get a liaison dedicated to their specific regional needs; someone with expertise and no 'competing hats'. In a disaster, this person would be a direct link to the resources of the whole CCEMA office, a sizable force multiplier.

Hope this helps start your conversations, if you've got any other questions or insights, we'd love to hear them.

On Thu, Feb 1, 2024 at 7:26 AM Aaron Milroy <milroy@cumberlandcounty.org> wrote:

Viktoria,

I'm bringing Michael into the loop - I expect he'll have increased insight.

Aaron

On Thu, Feb 1, 2024 at 7:02 AM Town admin <townadmin@townofchebeagueisland.org> wrote:

Good Morning,

I am sure you are both very busy and I will try not to take too much of your time. With the increase and severity of storms, more time is needed for staff and EMA director to provide. The town is exploring how we can improve what we have. I am hoping you may be able to provide me in the right direction for some information. I am looking for information on what other towns, ideally smaller towns, are providing and expecting from EMA directors. Compensation, time put in etc.

Thank you for anything you may be able to provide.

Vika

Viktoria G. Wood

Town Administrator

192 North Road

Chebeague Island, ME 04017

Phone: 207-846-3148

townadmin@townofchebeagueisland.org

www.townofchebeagueisland.org

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Aaron Milroy

Deputy Director

Cumberland County Emergency Management Agency

Office: (207) 892-6785

Cell: (207) 572-6135

Email: Milroy@CumberlandCounty.org



Notice: Under Maine law, documents - including e-mails - in the possession of public officials or employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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Michael Durkin

Director

Cumberland County EMA



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CUMBERLAND COUNTY SHERIFF'S OFFICE AGREEMENT FOR LAW ENFORCEMENT SERVICES

CHEBEAGUE ISLAND – SUMMER PATROL

May 22, 2024 through September 2, 2024

AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND BETWEEN THE CUMBERLAND COUNTY SHERIFF'S OFFICE, BOARD OF COUNTY COMMISSIONERS AND THE TOWN OF CHEBEAGUE ISLAND

This Contract, effective **May 22, 2024 through September 2, 2024**, is made by and between Town of Chebeague Island, a municipality of the State of Maine whose municipality is wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the "TOWN"), the County of Cumberland (hereinafter referred to as "COUNTY"), and Kevin J. Joyce, as Sheriff of Cumberland County, a Constitutional Officer of the State of Maine (hereinafter referred to as "SHERIFF") to provide enhanced law enforcement services within the town limits of [Town name] Cumberland County, Maine.

W I T N E S S E T H:

WHEREAS, the TOWN is desirous of maintaining a high level of professional law enforcement services in conjunction and harmony with its fiscal policies of sound, financial management; and

WHEREAS, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they enjoy; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the COUNTY.

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

A. Deputy Sheriff shall mean an individual who is appointed by the SHERIFF in accordance with 30-A M.R.S.A §381, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Contract.

B. Patrol Unit shall mean one staffed, marked patrol car and all standard equipment as defined by the Cumberland County Sheriff's Office General Orders.

C. Service shall mean comprehensive law enforcement services provided from **May 22nd, 2024 through September 2nd, 2024**, five days a week on an eight (8) hour per day basis. Scheduling days and times will be agreed upon by Town Manager and Sheriff or his Designee.

D. Substation shall mean a subsidiary or branch station of the Cumberland County Sheriff's Office.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional law enforcement services within and throughout the TOWN to the extent and in the manner herein described.

B. The SHERIFF shall assign personnel to provide the level of professional law enforcement services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

1. The SHERIFF shall provide to the TOWN the equivalent of one (1) full time deputy sheriff, who is a certified law enforcement officer, by the Maine Criminal Justice Academy.

2. All vacant shifts will be filled.

C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments.

D. While contracted to provide law enforcement services, deputy sheriff will enforce Chebeague Island Town Ordinances that are applicable within the TOWN, and Statutes of the State of Maine. Performance of all duties of deputy sheriff shall be in accordance with Cumberland County Sheriff's Office General Orders.

E. When necessary, the SHERIFF shall additionally provide to the TOWN, at no additional cost to the TOWN, the following expertise and services:

- a. Traffic Crash Investigations/Reconstruction;
- b. Crime Scene Services (Crime Scene Investigators/Investigations, Forensics Investigations, and Collection of Evidence);
- c. Prisoner and Jail Services;
- d. Records Retention;
- e. Civil Service Officers;
- f. Patrol and Detection Canine Support;
- g. Emergency Services Unit (ESU);
- h. Law Enforcement Training Section;
- i. Task Force Personnel;
- j. Crime Prevention;
- k. Volunteers in Police Service Activities;
- l. Criminal Investigations (General Crimes, Property Crimes, Major Crime, and Special Victim Crimes);

- m. Dive Team;
 - n. Administrative Investigations (Internal Affairs) for the Cumberland County Sheriff's Office;
 - o. Any other such units or services as the Cumberland County Sheriff's Office may provide normally.
- F. All deputies assigned to the TOWN shall remain within the town during regular assigned patrol shifts.
- G. In the event of an emergency response call and/or an exigent circumstance arises; deputies assigned to the TOWN will perform services in a similar way that police departments assist under the Mutual Aid Agreement.
- H. Vehicles, Supplies, Equipment and Office Furniture:
1. The COUNTY shall provide the TOWN, no later than February 1st of each year, with a contract cost proposal.
 2. The SHERIFF shall provide necessary office supplies and office furniture for use by contract deputy to fulfill assignments.
 3. Any supplies and office furniture furnished or purchased by the TOWN shall remain the property of the TOWN.
 4. Any supplies and office furniture furnished or purchased by COUNTY shall remain the property of COUNTY.
 5. The Sheriff will provide a cruiser, however a prorated portion of insurance, gas, oil and maintenance costs will be incurred by the TOWN.
- I. If the TOWN establishes a Police Department in the future, the COUNTY will transfer any equipment and supplies mutually agreed upon by both parties to the TOWN.

2.2 Administrative Responsibilities.

- A. The one (1) deputy sheriff will perform all duties and responsibilities consistent with the Cumberland County Sheriff's Office General Orders, and this Contract under the direction of the SHERIFF.
- B. The Chief Deputy or his designee will notify the Board of Selectmen or Designee in a timely manner of any major/significant crimes or incidents, unusual occurrences, or emergencies that occur within the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a monthly basis by the SHERIFF or designee.
- D. The SHERIFF shall provide to the TOWN written reports in accordance with the following schedule:

Report	Date
o Schedule for deputies assigned to Chebeague Island	As prepared

○ Monthly categorical summary of calls for service	15th of the following month
○ Monthly summary of moving traffic stops with distinction between warnings and summons	15th of the following month
○ Copies of all operational policies and procedures	Within 15 days of approval by Sheriff
○ Copies of approved collective bargaining agreements which pertain to deputies assigned to Chebeague Island	Within 15 days of final ratification by all parties
○ Summary of pending criminal cases to include each case's status in the judicial system	When retrievable by computer

E. As requested by the Town or Town Manger, the Chief Deputy or his designee shall attend Board of Selectmen Meetings, community meetings, and meetings with the Town staff which involve issues of mutual concern, as well as provide advice or consent on law enforcement issues.

F. The SHERIFF shall consult with the TOWN a minimum of fourteen (14) days prior to permanent assignment of any deputy to Chebeague Island or permanent re-assignment of any deputy out of Chebeague Island. "Permanent" shall be considered any period of time exceeding sixty (60) calendar days.

G. The SHERIFF shall make all decisions regarding hiring and firing of the deputies, provided that the SHERIFF replace the deputy with an individual meeting the qualifications specified in this Contract. Provided further, the SHERIFF shall not terminate the deputy's employment before making provision for replacement of that deputy. Until the position is permanently filled the Sheriff will cover the position on a day to day basis with a deputy.

H. When appropriate, the SHERIFF shall provide the TOWN with written responses to citizen inquiries and complaints directed towards the Cumberland County Sheriff's Office. Such responses shall be under the Sheriff's signature and provided within sixty (60) days of filing.

I. The TOWN may employ the sheriff's deputies to deliver selectmen packets to individual town selectmen's residences as needed.

2.3 Processing of Evidence.

A. Evidence shall be processed in accordance with Cumberland County Sheriff's Office General Orders.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment: Right of Control.

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.2 Assignment of Law Enforcement.

A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, enforcement powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the COUNTY so empowered hereby and engaged in the performance of the services, duties, and responsibilities described and contemplated herein shall be deemed to be sworn officers of TOWN while performing such services, duties, and responsibilities which constitute municipal functions and are within the scope of this Contract. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

3.3 Sheriff's General Orders.

A. The SHERIFF shall provide to the TOWN a copy of the Cumberland County Sheriff's Office General Orders, including any updates and amendments regarding policies of interest to the town.

ARTICLE 4 – TOWN OF CHEBEAGUE ISLAND RESPONSIBILITIES

4.1 Office Space.

A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance and pest control for the facility designated as the substation. The COUNTY shall maintain the substation in a clean condition, free from debris, with normal use excepted. In the event the COUNTY, its employees, or appointees destroy, deface, damage, impair, or remove any part of the substation, the COUNTY will be responsible, to the extent permitted by law, for repairing or replacing such property.

B. Future space planning shall be coordinated with the COUNTY and the TOWN.

C. The use and occupancy by the SHERIFF of the substation shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress easements, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN and are subject to the terms and conditions of this Contract.

4.2 Town's Ordinances.

A. The TOWN shall provide to the SHERIFF two (2) copies of the Chebeague Island Town Code of Ordinances of law enforcement interest as adopted, with revisions, as enacted.

ARTICLE 5 – COSTS

5.1 The total amount due for all law enforcement services for subsequent years shall be based upon a proposal submitted by the Sheriff during the TOWN's budget process to be approved by

the Board of Selectmen. The total amount due for all services beginning **May 22nd, 2024 through September 2nd, 2024, shall be thirty-three thousand, forty-six dollars and fourty cents (\$33,046.40)** (dollar amount of financial consideration for Sheriff's services) spread over a 3-month period for costs incurred by the COUNTY as described in Attachment A of this Contract.

5.2 The TOWN shall make payment in equal installments on a monthly basis. The first installment shall be due **July 1, 2024**; the remaining installments shall be due the first day of each succeeding month until the contract is paid in full.

5.3 The SHERIFF agrees that the deputy or deputies providing the services to the TOWN shall be employee(s) of the COUNTY and not those of the TOWN, and that the COUNTY shall be responsible for the payment of any compensation or indemnity to any such employee(s) because of injury or sickness arising out of his or her employment.

5.4 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

5.5 The Town shall make provisions for boat/barge, parking and sticker fees for all Cumberland County Sheriff's Office business travel to Chebeague Island.

ARTICLE 6 – ADDITIONAL PERSONNEL

6.1 If, by judgment of the SHERIFF, additional temporary law enforcement personnel are available during the term of this Contract, the SHERIFF agrees to provide the TOWN with such additional personnel as the TOWN may request, provided that the TOWN furnishes the SHERIFF, within a reasonable time in advance of employment, with a written statement of the required term of service for said additional personnel and agrees, in writing, to pay a cost computed at a rate consistent with that of Article 5 hereof.

ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY

7.1 The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY in the event this Contract did not exist.

ARTICLE 8 – AUDIT OF RECORDS

8.1 The Town Manager or his designee may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the SHERIFF in accordance with all applicable laws and regulations.

ARTICLE 9 - STANDARD OF PERFORMANCE

9.1 The TOWN and the SHERIFF shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of deputies performed under this Contract; provided, however, that the SHERIFF shall make the final determination on said issues in the SHERIFF'S exclusive discretion. The SHERIFF agrees to receive and consider, in good faith, all inquiries and requests made by the TOWN. All decisions pertaining to employment discipline and discharge of personnel, performance of duties and other personnel matters shall remain exclusively with the SHERIFF.

ARTICLE 10 – ARBITRATION

10.1 In the event of a dispute between parties arising out of, or relating to the parties' rights and obligations under this Contract, it is mandatory that such disputes be submitted to arbitration for resolution. A request for arbitration shall be conclusively evidenced by the delivery of a written demand for arbitration to the opposing party. This demand for arbitration shall be delivered within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made when commencement of legal or equitable proceedings based on such claims, disputes, or other matters in question would be barred by the applicable statute of limitations. A written demand for arbitration shall also set forth the name of the complaining party's representative to the arbitration panel, as defined below. A certified mail receipt shall be evidence of delivery of the demand for arbitration.

10.2 The arbitration panel shall consist of the following members: a representative of the TOWN appointed by the Selectmen, a representative of the COUNTY appointed by the County Commissioners, and a third member to be selected by the two representatives selected by the respective parties. If the representatives of the parties cannot agree on a third member within ten days of the appointment of the last of them, either one may request the American Arbitration Association to appoint said third member and the selection of the American Arbitration Association shall be binding on both parties.

10.3 Once the party has delivered to the other party a written demand for arbitration, the other party must appoint its representative within ten days of delivery of said demand for arbitration and must give notice of its decision to the other party within same period of time.

10.4 The claim, dispute, or other matter shall be submitted to the full arbitration panel after appointment of the third member. The arbitration shall be conducted pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association. The panel shall render its decision within thirty (30) days from the close of the hearing.

10.6 All costs of the arbitration shall be borne equally by both parties.

10.7 The decision of the arbitrators shall be final and binding on both parties.

10.8 Disputes arising under the Indemnification Article 11 are excluded from this Arbitration provision.

ARTICLE 11 - INDEMNITY

11.1 The COUNTY agrees to indemnify and hold harmless the TOWN from any and all liability, loss, or damage that the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the SHERIFF's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against the TOWN with respect to the SHERIFF's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.2 The TOWN agrees to indemnify and hold harmless the COUNTY and SHERIFF from any and all liability, loss or damage that the COUNTY and SHERIFF may suffer as a result of claims, demands, costs, or judgments against it arising out of the TOWN's performance or failure to perform any of the obligations set forth in this Contract. The TOWN further agrees to defend any claims brought or actions filed against the COUNTY and SHERIFF with respect to the TOWN's

performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

11.3 Neither the TOWN, COUNTY, nor SHERIFF waive any defenses the parties may have under the Maine Tort Claims Act.

ARTICLE 12 – TERM

12.1 This Contract shall remain in full force and effect commencing **May 22nd, 2024 ending September 2nd, 2024**, all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.

12.2 The terms and conditions of this Contract are contingent upon the approval of the elected Sheriff and the Chairman of the Cumberland County Commissioners.

12.3 In the absence of a notice of termination in accordance with Article 13, this Contract shall automatically renew annually subject to the budget proposal by the SHERIFF and subsequent approval by the TOWN.

ARTICLE 13 – TERMINATION

13.1 The TOWN or the COUNTY may terminate this Contract with or without cause upon written notice to the other party of this Contract; provided, however, that notice of such termination shall not be effective until after receipt of a ninety day (90) written notice. In the event the Board of Selectmen establishes a police department, the SHERIFF and the TOWN agree there will be no lapse in law enforcement services. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 14 - EXTENSION

14.1 Unless terminated by written notice, as agreed above, rights and privileges herein granted, together with all other provisions of this Contract, shall continue in full force and effect, subject to necessary negotiation of any added cost factors, for an additional period of thirty (30) days from the date of expiration heretofore mentioned, unless either party, at least ten (10) days prior to said date of expiration, shall notify the other party in writing that it does not desire the Contract to be extended for such an additional period.

ARTICLE 15 – TRANSITION

15.1 In the event of the termination or expiration of this Contract, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the Sheriff's Office to another law enforcement agency, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

15.2 In the event of termination or upon expiration of this Contract, the TOWN shall have the option to purchase from the COUNTY and SHERIFF any equipment, fixtures, and furnishings

furnished by the COUNTY and SHERIFF to perform the services provided under this Contract. The purchase price shall be determined by mutual Contract of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

ARTICLE 16 – AUTHORITY TO EXECUTE AND ENFORCE

16.1 The Chairperson of the Cumberland County Commissioners, by his/her execution hereof, does hereby represent to the TOWN that he/she has full power and authority to make and execute this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.2 The SHERIFF, by his/her execution hereof, does hereby represent to the TOWN that he/she only has administrative powers to enforce this Contract pursuant to the power so vested in him/her under the Constitution and Laws of the State of Maine.

16.3 The Chairperson of the Board of Selectmen, by his/her execution hereof, does represent to the Sheriff and Chairman of the Cumberland County Commissioners that he/she has full power and authority to make and execute this Contract on behalf of the TOWN.

16.4 Nothing herein contained is any way contrary to or in contravention of the TOWN or the laws of the State of Maine.

ARTICLE 17 – COMMUNICATIONS

17.1 All communications related to Law Enforcement and Detention issues will first be routed through the Cumberland County Sheriff’s Office.

ARTICLE 18 – ENTIRE AGREEMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, the Town of Chebeague Island, by order duly adopted by its Board of Selectmen has caused this Contract to be signed by the Town Manager and the County of Cumberland, by order of the County Commissioners, has caused this Contract to be subscribed by the Chairperson of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
CHAIRPERSON
COUNTY COMMISSIONERS

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: COUNTY OF CUMBERLAND

BY: _____
SHERIFF
KEVIN J. JOYCE

DATE: _____

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF: TOWN OF CHEBEAGUE ISLAND

BY: _____

DATE: _____

ATTEST: _____
COUNTY MANAGER/CLERK

DATE: _____

Fwd: Chebeague Temporary Stabilization Plan

Art Ryder <artryder08@gmail.com>

Thu 4/11/2024 9:54 PM

To: Town admin <townadmin@townofchebeagueisland.org>

Cc: Bruce Anderson <bruce@hlpatten.com>; Joanne Anderson <andersj207@gmail.com>; Tommy <tomjmac@yahoo.com>

Hello Vika,

Please see the attached emails from Bruce and GZA. With Bruce's relationship with GZA we are getting their full attention and support. Bruce is asking to tell us (for GZA) exactly what the Town would like to accomplish (work scope) including what specific locations along the banking will be stabilized so that GZA can give a quote for a temporary stabilization design plan. I am sure GZA will be able to help us find contractors to quote and perform the temporary stabilization work.

Begin forwarded message:

From: Bruce Anderson <bruce@hlpatten.com>

Date: April 11, 2024 at 5:41:05 AM MDT

To: Art Ryder <artryder08@gmail.com>, Tommy <tomjmac@yahoo.com>, Joanne Anderson <andersj207@gmail.com>

Subject: Fwd: [EXTERNAL] Chebeague

I am forwarding an email from Kate McDonald at GZA. Her email is in response to some questions I had asked concerning temporary stabilization design, and potential contractors. I know that Plante on Peaks Island is also capable of doing the work and I will call the owner and see if he might be interested.

Very importantly, we need to ask the Town exactly what they want to accomplish (work scope) including what specific locations along the banking will be stabilized so that GZA can price their work. Further, GZA will need a commitment soon if the stabilization has any chance of being accomplished in the 90 day time frame outlined by Vika.

Bruce

----- Forwarded message -----

From: **Bruce Anderson** <bruce@hlpatten.com>

Date: Wed, Apr 10, 2024, 2:36 PM

Subject: Re: [EXTERNAL] Chebeague

To: Katherine McDonald <Katherine.McDonald@gza.com>

Cc: Christopher Snow <christopher.snow@gza.com>, Blaine Cardali <Blaine.Cardali@gza.com>

Thank you! I'll work on this tomorrow.

Bruce

On Wed, Apr 10, 2024, 10:11 AM Katherine McDonald <Katherine.McDonald@gza.com> wrote:

Hi Bruce – good chatting with you – here is the information we discussed:

1. Interim stabilization design – we can develop this for you, but delivery date will depend on the timing (Chris is out in early May). The interim/temporary design would be an embankment that would hold up the road but would not be evaluated for (or constructed to include) resiliency. Permitting would depend on the footprint (we could do a permit-by-rule with a two-week turn around if it is a strict repair within the original footprint and doesn't extend further seaward to what DEP determines was the original bank). Footprint depends on the topo information below.
 - I will wait to hear on the survey info that we discussed. If it doesn't have the current bank elevations, then it would be helpful to get current topo soon so we're not waiting on survey. We can coordinate with a surveyor to get it flown if you would like to move ahead – let us know if you'd like a proposal for the survey piece and we will get that turned around.
2. Contractors – Chris indicated he already suggested Scott Dugas Excavating (207-846-9917). We can dig a little deeper into the rolodex if Dugas isn't a good fit, just let me know.

Kate

***** Please note that my cell phone number has changed to 207-405-8653 *****

Kate McDonald, CPG (*she/her/hers*)

o: 207-358-5121 | c: 207-405-8653

This electronic message is intended to be viewed only by the individual or entity to which it is addressed and may contain privileged and/or confidential information intended for the exclusive use of the addressee(s). If you are not the intended recipient, please be aware that any disclosure, printing, copying, distribution or use of this information is prohibited. If you have received this message in error, please notify the sender immediately and destroy this message and its attachments from your system.

For information about GZA GeoEnvironmental, Inc. and its services, please visit our website at www.gza.com.

Fwd: Chebeague

Art Ryder <artryder08@gmail.com>

Thu 3/28/2024 10:55 AM

To: Town admin <townadmin@townofchebeagueisland.org>

Cc: Tommy <tomjmac@yahoo.com>; Bruce Anderson <bruce@hlpatten.com>

Hello Vika,

We have taken several steps with respect to the erosion of the banking that threatens South Shore Drive. First, we have been able to secure a cost proposal from GZA for the design and permitting of a permanent solution (30-50 years) for the entire length of the banking. GZA has identified the impacted area as extending from the beach access right-of-way to a point near the intersection of the Ryder and Cox-Chapman properties where ledge replaces gravel as the support for the banking. The GZA report is in a following second email for your information.

Secondly, we have one construction estimate in hand that is qualified based on the limited information available at this time. Please review the attached email from Bruce that briefly discusses the Riverside estimate.

Finally, we have asked an attorney to review the documentation completed by Tom. This has been done solely for the purpose of clarifying the responsibilities of the Town and the property owners. The ownership issue raised by FEMA seemingly impacts the availability of federal assistance and needs to be resolved so that we can move forward with the Town in developing a workable resolution and secure funding for the project.

Please contact us with any comments or questions.

Sincerely,

Art and Tom

Begin forwarded message:

From: Bruce Anderson <bruce@hlpatten.com>

Date: March 24, 2024 at 7:05:27 AM MDT

To: Art Ryder <artryder08@gmail.com>, Tommy <tomjmac@yahoo.com>, Joanne Anderson <andersj207@gmail.com>

Subject: Chebeague

Art, Tom: Please review the following and if you approve kindly forward to the neighborhood.

If you have had the opportunity to review the GZA design proposal there are two issues that I think we all need to accept. The first is that securing a permanent solution (30-50 years) will be a protracted and at times frustrating process. Secondly, the appearance of the Cove will change. At this time, some significant interim measures must be installed to maintain the road as passable. The recent efforts of the town to support the toe of the banking at the intersection of our property and Art's while commendable will prove insufficient to prevent additional failure. The banking must be covered at a minimum to prevent migration of the fine aggregate (sand) from the gravel by rain and wind. The fine aggregate is the material that binds the coarse aggregate (stone). Both are required for the gravel to remain in place on the slope.

The initial solutions proposed by GZA are both constructed of precast concrete units. This tells me that the hoped for blend of armor stone and vegetation has been largely eliminated as a means of shielding the banking from impact and scouring. Gravity walls consist of interlocking blocks. They are normally limited to a height of 25 feet and in some instances require the addition of tie-backs (T-Walls) to prevent overturn. MSC (Mechanically Stabilized Earth) walls can be built to much higher elevations and always include a tie-back system to perform as designed. Both types require considerable amounts of processed gravel meeting DOT specifications to the rear of the walls to promote drainage and allow the tie-backs to function. You may wish to visit the Redi-Rock website for a better understanding of these walls.

On March 19, 2024 I met with representatives of Riverside and Pickering Marine Contractors. Riverside has responded with an estimate of \$4,200,000.00 to construct a gravity wall the full length of the area noted by GZA. The estimate is qualified as being based solely on the GZA proposal, recent images of the banking and roadway and the information provided by me during our meeting. In the absence of a design and a full construction document package any additional estimates will be similarly qualified and should be viewed as such. Having said that, I do not see the Riverside estimate as inflated.

If you do not already know USPS has determined that the road is unsafe for delivery of the mail. Anne Thaxter has told Joanne that the existing mail boxes will have to be relocated to the paved roadway.

Finally, Art has relayed that the permit application of Joan Dayton/Prock Marine to secure the banking at the north side of the cove has been denied. Through a contact at Prock I was told that the denial was based on an elevation issue with the proposed fix.

Bruce



VIA EMAIL

March 15, 2024
File No. 09.P000116.24

Mr. Bruce Anderson
35 South Shore Drive
Chebeague Island, Maine 04017

Re: Proposal for Geotechnical Shoreline Slope Evaluation and Permitting
South Shore Drive
Chebeague Island, Maine

Dear Mr. Anderson:

GZA GeoEnvironmental, Inc (GZA) is pleased to submit this proposal to provide engineering services and permitting for the shoreline slope rehabilitation located in Chebeague Island, Maine. The scope of work provided below is based on our phone conversations and emails with you (the Client), GZA's site visit on January 24, 2024, and our experience with similar projects.

BACKGROUND

It is our understanding the existing slope that runs parallel to South Shore Drive, as shown in **Figure 1 – Site and Proposed Boring Location Plan**, has been eroding over the last few decades and has seen significant loss of ground in large storm events in 2022, 2023, and 2024. Initially the anticipated area of slope mitigation was limited to one approximately 30-foot-wide area near 35 South Shore Drive, which is the tallest portion of the slope. During our site visit on January 24, 2024 we noted that the eroded slope area was much wider, extending from the corner of South Shore Drive for a width of approximately 475 feet. Additional observations from our site visit include:

- The highest slope is located at the southern end of the roadway and is approximately 20-25 feet in height and appears to have eroded inland approximately 15-20 feet from the inferred toe of slope;
- The slope has eroded to within 5 feet of the edge of the roadway at its closest point and is very steep;
- The height of slope decreases from approximately 20-25 feet at the southern end to approximately 10 feet on the northern end;
- Large boulders are located at the bottom of slope which were identified by you to be the historic toe of slope dating back approximately 50 years;
- Loss of vegetation has contributed to further erosion along the slope;
- A guy wire for existing utility pole is no longer embedded in the ground where slope has eroded;



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www.gza.com



- Soil stratification at the exposed slope appears to include fills soils over a silty sand, possibly Glacial Till; and
- Bedrock protrudes out of the ground surface on the southern end of the slope.

Based on our discussions and the observations during our site visit the proposed work scope includes review of available topographic and geologic information, review of available site and boundary surveys, subsurface explorations and lab testing, geotechnical evaluations and a geotechnical report, wetlands delineation, assessment of permitting requirements, and project coordination.

SCOPE OF SERVICES

The objectives of our work will be to characterize the existing site conditions and subsurface conditions, assess slopes, develop recommendations for mitigation of slope instability, and to provide wetlands delineation and permitting support. To achieve these objectives, GZA proposes the following Scope of Services:

TASK 1 – DATA REVIEW AND SITE VISIT

In preparation for the site visit, GZA will review available data, potentially including original survey plans (if available), property line constraints, photographs, bedrock and surficial geologic maps, and topography. As part of our review, GZA will evaluate historic topography to assess the historic toe of slope for use in permitting and restoration, if needed.

GZA will review drilling access and existing utilities to the extent visible; and mark the approximate locations of the test borings for Digsafe.

The site visit by GZA will focus on the existing slope. GZA will take direct geometric measurements of the slope where accessible on foot. Soil samples will be taken from the areas that are exposed and are observed to be in stable condition.

GZA will use the collected data and measurements taken during the site visit in addition to the site survey, described below, to characterize the geometry of the slope for use in stability analyses.

TASK 2 – SITE SURVEY AND EXISTING CONDITIONS PLAN

GZA will engage a licensed land surveyor subcontractor to conduct a boundary and topographic survey for use in supporting permit applications, engineering evaluations, and planning for design. The area of base mapping is limited to the boundaries of Tax Map I01, Lots 25, 27, 28, 29, 30, and 31. This work will include necessary deed and plan research required to complete the boundary survey. The following information will be obtained at the time of the field survey:

- a) Horizontal control tied to North American Datum of 1983 (NAD83) State Plane Coordinates and vertical control tied to the North American Vertical Datum of 1988 (NAVD88);
- b) Site Boundary Information, including azimuths and distance of property lines;
- c) Two-foot contours and spot elevations for the area of proposed work;
- d) Locations of the following:
 - i. regulated areas and associated wetland flagging;
 - ii. centerline of existing road;
 - iii. observable utilities; and
 - iv. structures and substantial site features.



GZA assumes that the Client will acquire access permissions prior to the initiation of field work. GZA's survey subcontractor will prepare a base map that will be used by GZA to develop an existing conditions plan, which will include the following:

- a) Name and address of property owner;
- b) Site boundaries and total land area of the Site;
- c) Map and lot numbers of the Site and abutting properties;
- d) Names of abutting land owners;
- e) Existing streets, rights-of-way, restrictions or easements on the Site;
- f) Significant natural features on or directly adjacent to the Site, including wetlands and surface water;
- g) Existing structures or other improvements on the Site;
- h) Location of existing drainage features; and
- i) Utilities.

TASK 3 – SUBSURFACE INVESTIGATION AND COORDINATION

GZA will complete an exploration program that includes three test borings located at each end and the middle of the existing roadway near the top of the slope, as shown in **Figure 1**. Based on observation from the site visit and surficial geology in the area, we anticipate that the borings will encounter sand fill overlaying glacial till and bedrock.

The test borings will be drilled using a truck or track-mounted drill rig equipped with hollow stem augers. Standard Penetration Testing and split-spoon soil sampling will be completed at 5-foot typical intervals in the test borings. The borings will be drilled to a depth of approximately 20 feet below the toe of slope (30 to 40 feet total depth), or practical refusal, if shallower. Upon completion, the bore holes will be backfilled with the cuttings and topped with cold patch asphalt.

GZA will arrange for a subcontractor to complete the test borings. The approximate test boring location will be estimated in the field by GZA personnel by tape measurement to existing features. The elevation at the boring will be interpolated between contours shown on the base plan. Digsafe utility clearance will be completed by the test boring subcontractor. GZA will forward available utility information provided by you to the subcontractor for their use in utility clearance. A GZA geotechnical engineer will observe the test borings and prepare logs of the explorations.

Prior to the field investigation, GZA will prepare a project-specific health and safety plan for execution of the field work.

For budgeting purposes, up to two drilling days have been budgeted. This assumes that the Client will provide transport of the drill rig to and from the island from Portland, Maine. Our field engineer will be in contact with our senior personnel as the exploration program progresses. The team will adjust the location, depth, and sampling requirements to obtain the data required for design and make the best use of the budgeted time.

TASK 4 – LABORATORY TESTING

A geotechnical laboratory testing program will be performed to check visual soil classifications and estimate the engineering properties of the soil collected from the borings and during our site visit. The program will include up to eight (8) gradation, and up to eight (8) moisture content tests.



TASK 5 – INITIAL RISK ASSESSMENT

Upon completion of the initial site visit and the subsurface investigation, GZA will conduct a qualitative evaluation of the current risk condition of the slopes. GZA will provide guidance on feasible temporary stabilization alternatives to limit continued damage that may occur prior to completion of engineering evaluations, permitting and construction, and provide typical cross section for the selected temporary stabilization alternative, if required.

TASK 6 – ENGINEERING EVALUATIONS AND REPORTING

GZA will conduct engineering evaluations to assess stability of up to three slope cross sections and develop feasible alternatives for slope restoration/stabilization. The slope stabilization alternatives are intended to provide an acceptable factor of safety against future instability of the stabilized area/s. We expect to consider stabilization alternatives such as prefabricated modular block wall (T-Wall), mechanically stabilized earth (MSE) wall, and riprap slope. We will also evaluate ways of combining “living shoreline” elements that typically incorporate vegetation with the other shoreline stabilization elements.

GZA will prepare a design alternatives memorandum that summarizes the results of our slope stability analyses, provides conceptual details and a comparison of advantages/disadvantages of two to three stabilization alternatives. After review by the Client, we will meet to discuss options and help you select the preferred alternative for permitting and implementation.

We will provide an electronic *.PDF version of our report to the Client.

TASK 7 – WETLANDS DELINEATION, SITE CHARACTERISTICS, & REPORTING

Prior to the Site survey, a GZA Wetland Scientist will delineate wetlands on the Site. The delineation will be completed in accordance with the 1987 *Corps of Engineers Wetlands Delineation Manual*¹, using the *Routine Determination Method*; in conjunction with the *Regional Supplement*² to the *Corps of Engineers Wetland Delineation Manual*, the 2020 National Plant List³, *Field Indicators of Hydric Soils in the United States Version 7.0*,⁴ and *Field Indicators for Identifying Hydric Soils in New England*.⁵ Observed wetlands will be classified in accordance with the *Classification of Wetlands and Deepwater Habitats of the United States*.⁶ Wetland boundaries will be demarcated with flagging numbered using an alpha-numeric system at approximately 50-foot intervals. GZA will utilize a hand-held GPS unit to collect the wetland flag locations. GZA will complete two wetland determination data forms including an upland plot and wetland plot for each observed wetland at the Site.

¹ Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*, Technical Report Y-87-1, US Army Engineer Waterways Experiment Station, Vicksburg, Mississippi.

² U.S. Army Corps of Engineers, 2012. *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (Version 2.0), ed. J.S. Wakeley, R.W. Lichvar, C.V. Noble and J.F. Berkowitz. ERDC/EL TR-12-1. Vicksburg, Mississippi; U.S. Army Engineer Research and Development Center.

³ Army Corps of Engineers, Engineer Research and Development Center. 2020. *National Wetland Plant List, Version 3.5*. Cold Regions Research and Engineering Laboratory, Hanover, NH.

⁴ United States Department of Agriculture, Natural Resource Conservation Service, 2018. *Field Indicators of Hydric Soils in the United States, Version 8.2*. L.M. Vasilas, G.W. Hurt, and J.F. Berkowitz (eds.). USDA, NRCS, in cooperation with the National Technical Committee for Hydric Soils.

⁵ New England Hydric Soils Technical Committee. 2004. 3rd ed. *Field Indicators for Identifying Hydric Soils in New England*. Interstate Water Pollution Control Commission, Lowell, Massachusetts.

⁶ Federal Geographic Data Committee. 2013. *Classification of Wetlands and Deepwater Habitats of the United States*. FGDC-STD-004-2013. Federal Geographic Data Committee and U.S. Fish and Wildlife Service.



Functions and values of the coastal wetland will be assessed and documented in accordance with the Coastal Wetland Characterization Guidelines found in Appendix B of the Maine Department of Environmental Protection (MEDEP) Natural Resources Protection Act (NRPA) application. Freshwater wetlands, if present, will be assessed using the ACOE's "Highway Methodology Workbook Supplement," dated September 1999. GZA will prepare Wetland Determination data sheets to document our field observations including wetland classification, dominant wetland vegetation, and hydric soil types. In addition, field data (including GPS location of wetland flags) will be collected and provided to the surveyor for purposes of locating wetlands during the Site survey. For budgeting purposes, GZA has assumed that wetland delineation will extend approximately 50 feet from the centerline of South Shore Drive and will be limited to areas where access is granted by landowners, which is approximately 1.2 acres.

Potential vernal pools (PVPs) will be flagged during wetland delineation, but vernal pool assessments can only be completed in the springtime as described in Chapter 335 of the Maine Land Rules. If PVPs are identified on Site, GZA will coordinate with you to determine if vernal pool assessments should be completed or if we should assume that PVPs are significant for the purposes of permitting. For budgeting purposes, GZA has assumed that vernal pool assessments will not be required.

GZA will prepare a summary letter report to document our field observations including identified wetlands, wetland classification, dominant wetland vegetation, and hydric soil types. The letter report will include a letter narrative, photo log, U.S.G.S. plan, aerial plan, and wetland determination data sheets.

TASK 8 – PERMITTING EVALUATION

Using the existing conditions plan from Task 2, the wetland delineation summary report from Task 5, and regulatory guidance, GZA will identify the environmental/land permits that are likely required for the proposed project. In addition, GZA will perform a municipal file review, develop estimated permitting costs, identify gaps in permitting documentation, and develop a draft permitting schedule for permit acquisition.

As part of our permit review GZA will coordinate with MEDEP and the U.S. Army Corps of Engineers (USACE) to conduct a pre-application meeting to discuss the proposed project and confirm the required State and federal permits. GZA assumes one Teams meeting will be required for coordination with MEDEP and USACE. The results of our evaluation will be sent via email, which will include the following:

- Summary of the regulations from the MEDEP, USACE, and the Town of Chebeague Island to evaluate the likely environmental permits required and the implications for the project;
- Approximate time and level of effort to acquire each permit, and the permitting agency/department as well as the needed steps associated; and
- Estimated cost of each permit application fee.

TASK 9 – PROJECT MANAGEMENT AND COORDINATION

GZA will maintain necessary communication between GZA and Client, including phone calls and up to three 1-hour meetings to review progress, coordinate Site access and project tasks, and maintain consistent communication throughout the project. GZA has also included labor associated with overall project management and coordination.



TASK 10 – GRANT ASSESSMENT

GZA will research grant funding and low-interest loan financing opportunities that may support Cheabegue Island’s shore stabilization project including:

- a. Maine State grant and financing opportunities; and
- b. Federal funding opportunities.

GZA will then prepare a separate memorandum which will provide a synopsis of applicable grant funding and low-interest loan financing opportunities that may include, but are not limited to, the following information:

- a. Funding range (i.e. money available);
- b. Eligible activities (i.e. design and/or construction);
- c. Application deadlines and expected award dates, if known;
- d. Matching requirements;
- e. Application requirements/level of effort; and
- f. Eligible applicants (i.e. homeowners, town, or other partnerships).

ADDITIONAL SERVICES

Additional services including engineering design development, bid phase support and construction phase support services will be required to implement this project. GZA can provide the following additional services upon request:

- 1) Develop technical portions of plans and specifications for the preferred stabilization measure/s.
- 2) Bid phase services may include responses to RFIs, review of bids, and support of Client’s selection of the preferred bidder.
- 3) Construction phase services may include responding to RFIs, reviewing submitted works plans, SPCC plans, and proposed materials; observation of geotechnical aspects of the stabilization construction; inspection of SPCC elements; and documentation of the completed work.
- 4) If requested, GZA can provide assistance with developing the applicable grants that are identified in the memorandum described in Task 10.

SCHEDULE

GZA is prepared to initiate work on the project immediately upon receiving your written authorization to proceed. We anticipate that the exploration program can be scheduled and utilities can be cleared within about four weeks of authorization. The test borings will be completed in about two days, and laboratory testing will be completed within two to three weeks of completion of the borings. The report can be completed within about four weeks of completion of the laboratory testing, which would be about three months after notice to proceed. Please note that this duration assumes



“normal” working conditions and does not consider weather-induced delay or shutdown of road work, which would slow production.

GZA will also initiate coordination with MEDEP and USACE upon receiving the signed proposal. Meetings with regulators are often scheduled four to six weeks out from initial contact, so GZA will schedule the first mutually available opportunity for a meeting with MEDEP and USACE to be completed after field work. GZA will conduct the wetland delineation site visit within two weeks of receiving the signed proposal and the wetland delineation summary report will be completed within two weeks of the site visit. The permitting evaluation summary will be submitted for review within three weeks of the pre-application meeting with MEDEP and USACE.

GZA’s proposed schedule is presented for planning purposes. We anticipate that design schedules may delay or accelerate the start of specific activities. Should this happen, the anticipated task durations should be maintained as provided herein.

BASIS OF BILLINGS

Billings for GZA’s professional services will be based on a not to exceed Lump Sum by Task basis as identified in Table 1 - Budget Summary.

Table 1 – Budget Summary

Task Summary	Budget
Task 1: Data Review, Site Visit, and Laboratory Testing	\$5,750
Task 2: Site Survey and Existing Conditions Plan	\$32,650
Topographic Survey	\$11,500
Boundary Survey	\$21,150
Task 3: Subsurface Investigation and Coordination	\$21,950
Drilling Subcontractor (3 days)	\$14,200
Task 4: Laboratory Testing	\$1,600
Task 5: Initial Risk Assessment	\$5,800
Task 6: Engineering Evaluations and Reporting	\$14,900
Task 7: Wetlands Delineation, Site Characteristics, & Reporting	\$5,600
Task 8: Permitting Evaluation	\$3,550
Task 9: Project Management and Coordination	\$6,100
Task 10: Grant Assessment	\$3,200
Total	\$101,100

CONDITIONS OF ENGAGEMENT

GZA will complete this project in accordance with the terms set forth in the terms set forth in the attached Terms and Conditions for Professional Services (12/23-Edition/05-9011).



ACCEPTANCE

This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us. The executed agreement must be received prior to the initiation of the services described above. This Proposal for Services and Terms and Conditions shall constitute the entire agreement between the parties.

GZA appreciates the opportunity to submit this proposal for services. If you have any questions, or require clarification on this scope of work or our cost estimate, please do not hesitate to contact Blaine Cardali at 207-751-3252 / Blaine.Cardali@gza.com. It is our pleasure to assist you in this matter.

Very truly yours,

GZA GEOENVIRONMENTAL, INC.

Blaine M. Cardali, P.E.
Senior Project Manager

Christopher L. Snow, P.E.
Principal-in-Charge

Andrew R. Blaisdell, P.E.
Consultant Reviewer

BMC/CLS/ARB

r:\2024\09.p000116.24 - hl patten - chebeague slope stability\draft 09.p-116.24_chebeague island slope proposal 3.5.2024.docx

Attachments: Site & Proposed Boring Location Plan
Terms and Conditions for Professional Services (12/23-Edition/05-9011)

This proposal for services and the Terms and Conditions for Professional Services (12/23-Edition/05-9011) are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name of, and on behalf of Bruce Anderson.

By: _____ Title: _____
Bruce Anderson

Typed Name: _____ Date: _____

Billing Address (if different from above): _____

LEGEND

-  PROPOSED BORING LOCATION
-  APPROXIMATE LIMIT OF ERODED SLOPE
-  APPROXIMATE WETLAND DELINEATION AND TOPOGRAPHIC SURVEY LIMIT



SCALE IN FEET
0 50 100 200

SERVICE LAYER CREDITS: © 2024 MICROSOFT CORPORATION
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THIS DOCUMENT IS THE PROPERTY OF GZA GeoEnvironmental, Inc. and is intended for the use of the client only. It is not to be distributed, copied, or otherwise used without the written consent of GZA. The information contained herein is confidential and proprietary. It is to be used only for the purposes intended and is not to be used for any other purpose. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose.

35 SOUTH SHORE DRIVE
CHEBEAGUE ISLAND, MAINE

SITE & PROPOSED BORING LOCATION PLAN

PREPARED BY		GZA GeoEnvironmental, Inc. www.gza.com	
DRAWN BY	DJM	CHECKED BY	CHM
DESIGNED BY	DJM	DATE	09/16/24
PROJECT NO.	09-P000116.24	SCALE	1" = 100 FEET
DATE	09/06/2024	REVISION NO.	1





TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by GZA GeoEnvironmental, Inc.

Client (You" or "you"): Bruce Anderson

Proposal No: 09.P000116.24

Site: South Shore Drive, Chebeague Island, Maine

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
- 2) **Standard of Care; Warranties.**
 - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS.**
 - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3) **Payment.**
 - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
- 4) **Your Responsibilities.**
 - a) Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
 - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and GZA and its officers, directors, members, partners, agents, employees, and subconsultants (the "GZA Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c) In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
- 5) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
 - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - b) that are not correctly marked by the appropriate utility.



- 7) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 11) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12) **Changed Conditions.**
 - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 13) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 15) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



- 16) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 17) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct.
- 18) **Limitation of Remedies.**
 - a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, principals, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
 - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
 - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages.
 - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
 - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 19) **Disputes.**
 - a) All disputes between you and GZA shall be subject to non-binding mediation.
 - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
 - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
 - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
 - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is decided or adjudicated via the binding dispute resolution procedures contained in this Agreement that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is decided or adjudicated that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
- 20) **Miscellaneous.**
 - a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
 - b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
 - c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
 - d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
 - e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
 - f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
 - g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
 - h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.

- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
 - j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
 - k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
 - l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
 - m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
- 21) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.
- 22) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
 - b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
 - c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
 - d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.

Concrete planks

Coley Mulkern <coley@lpamarine.com>

Thu 4/25/2024 9:48 AM

To:Town admin <townadmin@townofchebeagueisland.org>

 3 attachments (18 MB)

IMG_9138.jpg; IMG_9139.jpg; IMG_9140.jpg;

Good morning Vika,

Here are photos the concrete planks I have offered to loan the town for the temporary Bennett's repair. They measure 14'L X 5' W X 6" H. They will be perfect for the job. I will not charge for the planks but I will have to recover my labor and transportation to install these. This amounts to \$2500.00.

Thank you,

Coley

Coley Mulkern

President

Lionel Plante Associates, Inc.

Office: 207-766-2508

98 Island Avenue, Peaks Island, ME 04108

coley@lpamarine.com

<http://www.lpamarine.com>

PLEASE NOTE: All pricing and estimates provided via email are valid for a maximum of 30 days.





Re: Beach landing ideas

Bob Earnest <bearnest@townofchebeagueisland.org>

Tue 4/23/2024 8:04 PM

To: Andy Kittredge <akittredge@cpmconstructors.com>

Cc: Greg Dugas <greg@scottdugas.com>

 1 attachments (567 KB)

doc05275920240423095532.pdf;

Hi Andy,

Thanks for sending this and for your time preparing - I know you must be very busy these days.

Since we last exchanged emails, the Town's Selectboard has set up an ad-hoc group, led by one of our Selectboard members, to pursue short term solutions. I've shared your ideas with them and will hopefully hear back soon; we'll keep you posted.

Thanks again.

Sincerely,

Bob Earnest
Selectboard Chair

On Apr 23, 2024, at 11:22 AM, Andy Kittredge <akittredge@cpmconstructors.com> wrote:

Good Morning,

Our cost to build the two ramps at 30' long 4' wide with steel plates is \$41,426.00. We can deliver to anywhere on the mainland between Freeport and Portland. I have attached a picture of the ones we have built for our cranes. The ones we would build for you would include a steel plate on top for the trucks to run on. I have also attached a sketch of the design. Let me know if you have any questions.

Thanks

Andrew Kittredge
President
CPM Constructors
30 Bonney Street
P.O. Box B
Freeport, ME 04032

Office: [207-865-0000](tel:207-865-0000)

Cell: [207-266-5204](tel:207-266-5204)

Fax: [207-865-3846](tel:207-865-3846)

 CPM Logo

On Mon, Apr 22, 2024 at 10:40 AM Bob Earnest <bearnest@townofchebeagueisland.org> wrote:

Hi Andy,

Really appreciate your help on this. Any idea when you could put together some of the pricing photos that you talked about below?

Thanks,

Bob Earnest

Sent from mobile

On Apr 16, 2024, at 8:16 AM, Andy Kittredge
<akittredge@cpmconstructors.com> wrote:

Thanks Greg!

I will throw together a price for these. I will also provide some photos of the ones we built and provide a little sketch of what I am thinking. Should have it to you Thursday.

Thanks

Andrew Kittredge

President

[CPM Constructors](#)

30 Bonney Street

P.O. Box B

Freeport, ME 04032

Office: [207-865-0000](tel:207-865-0000)

Cell: [207-266-5204](tel:207-266-5204)

Fax: [207-865-3846](tel:207-865-3846)

 CPM Logo

On Mon, Apr 15, 2024 at 7:40 PM Bob Earnest
<bearnest@townofchebeagueisland.org> wrote:

Hi Greg and Andy,

Thanks for any ideas and suggestions that you may have. Definitely outside



AFTER RECORDING RETURN TO:

Jeffrey B. Herbert, Esq.
Jensen Baird
P.O. Box 4510
Portland, Maine 04112-4510

**TERMINATION OF PUBLIC ACCESS EASEMENT AND ROAD
MAINTENANCE AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that the **INHABITANTS OF THE TOWN OF CHEBEAGUE ISLAND**, a Maine municipal corporation existing under the laws of the State of Maine and located in Cumberland County, with a mailing address of 194 North Road, Chebeague Island, Maine 04017, as successor to the Town of Cumberland Maine pursuant to P.&S.L. 2005, c. 47 ("Chebeague Island"), and **INDIAN ISLAND COMPANY**, a Maine corporation ("Indian Island"), parties to that certain Public Access Easement and Road Maintenance Agreement dated June 24, 2002 and recorded in the Cumberland County Registry of Deeds in Book 24233, Page 296 (the "Public Access and Road Maintenance Agreement"), do hereby agree as follows:

Chebeague Island, its successors, and assigns, does hereby release to Indian Island all of its right, title and interest in the public easement over Indian Point Road as set forth in the Public Access Easement and Road Maintenance Agreement.

Chebeague Island and Indian Island hereby acknowledge and agree that the Public Access Easement and Road Maintenance Agreement is hereby terminated, and that any and all rights, claims, charges, obligations or agreements between Chebeague Island and Indian Island arising under the Public Access Easement and Road Maintenance Agreement, including but not limited to Chebeague Island's obligation to maintain said Indian Point Road, are hereby terminated, released and deemed satisfied effective as of this ___ day of _____, 2024.

IN WITNESS WHEREOF, the said Inhabitants of the Town of Chebeague Island have caused this instrument to be signed and sealed by Robert Earnest, David Hill, Mark Dyer, and Carol White, its Board of Selectmen, thereunto duly authorized, this ___ day of the month of _____, 2024.

WITNESS:

**INHABITANTS OF THE TOWN OF
CHEBEAGUE ISLAND**

By: _____
Robert Earnest, Select Board Chair

By: _____
David Hill, Select Board Member

By: _____
Mark Dyer, Select Board Vice
Chair

By: _____
Carol White, Select Board
Member

STATE OF MAINE
COUNTY OF CUMBERLAND ss

_____, 2024

Then personally appeared the above-named _____ in his/her capacity as
Selectman for the Town of Chebeague Island, and acknowledged the foregoing instrument
to his/her free act and deed in his/her said capacity and the free act and deed of the Town
of Chebeague Island.

Before me,

Notary Public/Attorney-at-Law

Print name

IN WITNESS WHEREOF, the said Indian Island Company has caused this instrument to be signed and sealed by _____, its _____, thereunto duly authorized, this ___ day of the month of _____, 2024.

WITNESS:

INDIAN ISLAND COMPANY

By: _____
Print Name: _____
Title: _____

STATE OF MAINE
COUNTY OF CUMBERLAND ss

_____, 2024

Then personally appeared the above-named _____ in his/her capacity as _____ of Indian Island Company, and acknowledged the foregoing instrument to his/her free act and deed in his/her said capacity and the free act and deed of the Indian Island Company.

Before me,

Notary Public/Attorney-at-Law

Print name

**TOWN OF CHEBEAGUE ISLAND, MAINE
ANNUAL TOWN MEETING WARRANT**

TO: Christine Auffant a resident of the Town of Chebeague Island, in the County of Cumberland and State of Maine,

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Chebeague Island in the County of Cumberland, State of Maine, qualified by law to vote in town affairs, to meet at Chebeague Island Hall Community Center, 247 South Road, Chebeague Island, Maine on **Saturday, the 8th day of June, 2024 at 9 o'clock in the morning, then and there to act upon Articles 1 and 3 through 65;**

And, to notify and warn said inhabitants to meet at the Chebeague Island Hall Community Center in said town on Tuesday, the 11th of June 2024 at 8 o'clock in the morning, then and there to act on Article 2 as set out below, with the polling hours from 8:00 o'clock in the morning until 8 o'clock in the evening.

OPEN TOWN MEETING – JUNE 8, 2024 – 9:00 a.m.

Article 1: To choose a moderator by written ballot to preside at said meeting.

ELECTION VOTING ARTICLE: 2

VOTING – JUNE 11, 2024 - 8:00 a.m. to 8:00 p.m.

Article 2: To elect by secret ballot:

- A. Two (2) Select Board members for a three (3)-year term.
- B. One (1) Select Board member for a two (2)- year term.
- C. Two (2) School Board members for a three (3)-year term.

Article 3: To see if the Town will approve opening the floor of this Town Meeting to all non-registered persons for the purpose of discussion only on each of the following articles of this Fiscal Year 2024-2025 Warrant.

Explanation: This article must be passed by a 2/3 majority of those present.

MUNICIPAL ORDINANCE ARTICLES

Article 4: Shall an ordinance entitled “2024 Amendments to Planning Board Ordinance of the Town of Chebeague Island, Maine” be enacted? (A copy of the proposed amendments is available for review and inspection at the Town Office; it will also be available at the Town Meeting).

Article 5: Shall an ordinance entitled “2024 Amendments to Floodplain Management Ordinances of the Town of Chebeague Island, Maine” be enacted? (A copy of the proposed amendments is available for review and inspection at the Town Office; it will also be available at the Town Meeting).

Article 6: Shall an Ordinance entitled “2024 Amendments to the Zoning Ordinance of the Town of Chebeague Island, Maine” be enacted? (A copy of the proposed amendments is available for review and inspection at the Town Office; it will also be available at the Town Meeting).

Article 7: Shall the Town’s Comprehensive Plan be amended by adding “Chebeague Island Comprehensive Plan Update 2024”? (A copy of the proposed amendments is available for review and inspection at the Town Office; it will also be available at the Town Meeting).

Article 8: Shall an Ordinance entitled “Town of Chebeague Island Moratorium Ordinance for Development or Other Activities in the Coastal Barrier Resource System” be enacted? A copy of the proposed Ordinance is available for review and inspection at the Town Office; it will also be available at the Town Meeting).

Article 9: To see if the Town will vote to approve the Termination of Public Access Easement and Road Maintenance Agreement concerning Indian Point Road.

EDUCATION BUDGET ARTICLES

AUTHORIZE EXPENDITURES IN EDUCATION COST CENTER CATEGORIES

Article 10: Shall the Town authorize the School Committee to expend **\$526,243** for Regular Instruction?

Explanation: Included in this cost center is the salary and benefits for the 2 full-time teachers, the specialists and half of the educational technician. These funds pay the tuition for all the middle and high school students to Yarmouth which is over \$11,000 for each student. Enrollment projections for FY25 are CIS 12, ML 3, HS 15. This cost center is \$45,836 less than last year, a decrease of 8.01%.

Article 11: Shall the Town authorize the School Committee to expend **\$224,890** for Special Education?

Explanation: Included in this cost center is the salary and benefits of a full-time teacher at CIS and half of the educational technician. These funds pay for the cost of special education services for CI middle and high school students at Yarmouth Schools. The increase to this cost center is adding back the part time educational technician and moving the teaching position to full time. This cost center is \$62,809 more than it was last year, an increase of 38.75%.

Article 12: To see if the Town will vote to authorize the School Committee to expend \$0 for Career and Technical Education.

Article 13: To see if the Town will vote to authorize the School Committee to expend \$0 for Other Instruction.

Article 14: To see if the Town will vote to authorize the School Committee to expend \$35,451 for Student and Staff Support.

Explanation: Included in this cost center is professional development for the teachers and educational staff. The school pays to have library classes at the CI Library. The SC has voted to hire a social worker for the school for 1 day a week, it is listed under guidance. This cost center is \$7,251 more than last year, an increase of 25.71%.

Article 15: To see if the Town will vote to authorize the School Committee to expend \$129,083 for System Administration.

Explanation: This cost center includes the full salary and benefits for the Superintendent and half of the administrative assistant. It includes the costs of the administrative side of running the school (district); insurance, phone, postage, printing, and advertising for open positions. This cost center is \$47,147 more than last year, an increase of 57.54%.

Article 16: To see if the Town will vote to authorize the School Committee to expend \$30,497 for School Administration.

Explanation: The SC voted to have a superintendent and the daily running of the school will be the responsibility of the teacher leader. The other half of the salary and benefits of the administrative assistant are included here. The other expenses in this cost center are for the copier, conferences, and supplies for running the school office. This cost center is \$33,697 less than last year; a decrease of 52.49%.

Article 17: To see if the Town will vote to authorize the School Committee to expend \$122,319 for Transportation and Buses.

Explanation: Included in this cost center is the salary and benefits for the bus driver. The big-ticket item is the contract with CTC for student and staff transportation. Other costs are for barging, insurance, repairs and fuel for the bus and van. This cost center is \$699 less than last year, a decrease of 0.57%.

Article 18: To see if the Town will vote to authorize the School Committee to expend **\$64,060** for Facilities Maintenance.

Explanation: Included in this cost center is the salary and benefits for the custodian. This position is split with the cook position to make a full-time position. Included are the expenses to maintain and clean the building inside and out including mowing the property, electricity, heating fuel, insurance, and water testing. There is also money for repairs to the building and its systems. The school will no longer pay the Recreation Department \$8,000 for the use of the gym for PE classes and indoor recess. This cost center is \$6,275 less than last year; a decrease of 8.92%.

Article 19: To see if the Town will vote to authorize the School Committee to expend **\$107,923** for Debt Service and Other Commitments.

Explanation: CIS still owes MSAD #51- Cumberland for the expense that was incurred before CI decided to become its own town. This amount owed is established by the bond that was secured at that time. The fluctuation in cost is based on the State of Maine's valuation of the towns; North Yarmouth, Cumberland, and Chebeague Island. This cost center is \$26,441 less than last year; a decrease of 19.68%.

Article 20: To see if the Town will vote to authorize the School Committee to expend **\$45,704** for All Other Expenditures.

Explanation: This cost center is the food service and contingency. In this cost center is the other half of the salary and benefits of the cook/custodian. Other expenses paid from these lines are contracted services for the kitchen; drain cleaning, refrigerator and freezer maintenance, kitchen license, and fire suppression system inspections (the hood). This cost center is \$1,033 less than last year; a decrease of 2.21%.

RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

Article 21: To see if the Town will vote to appropriate **\$679,208.89** for the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and shall the Town raise **\$611,601.35** as the Town's contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688?

Explanation: The Town's contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the Town must raise and assess in order to receive the full amount of state dollars.

Article 22: **(Written ballot required.)** Shall the Town raise and appropriate the sum of **\$587,141.11** in additional local funds, which exceeds the State's Essential Programs and Services allocation model by **\$551,437.11** as required to fund the budget recommended by the School Committee?

The School Committee gives the following reasons for exceeding the State's Essential Programs and Services funding model: EPS does not fully support all the necessary costs of a Pre-Kindergarten to grade 12 education programs, such as (1) special education costs; (2) ferry transportation and bus costs; (3) staff benefits, including health insurance, FICA, Medicare, unemployment benefits, and workers compensation.

Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.

SUMMARY THE PROPOSED SCHOOL BUDGET

Article 23: To see if the Town will vote to authorize the School Committee to expend **\$1,286, 170** for the fiscal year beginning July 1, 2024 and ending June 30, 2025 from the Town's contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

EXPENDITURES OF GRANTS AND OTHER RECEIPTS

Article 24: In addition to amounts approved in the preceding articles, shall the Town authorize the School Committee to expent such other sums as may be received from federal pr state or programs or other sources during the fiscal year for school and other program purposes, providing that such grants, programs, or other sources do not require the expenditures of other funds not previously appropriated?

Explanation: CIS receives money for special education. It is about \$10,000. The grant is written to be spent on positions. After the money is spent, paperwork is submitted to show the expenditure aligns with the grant. At that point the money is reimbursed. CIS receives money for Rural Education (REAP). This money is used to assure that the CIS students have similar opportunities to mainland students. These experiences and receipts are paid for and reimbursed after evidence the expenditure is submitted. There may be other grants that become available during the year. This article gives the school permission to apply for additional funding as it becomes available and spend it appropriately.

TRANSFERS AMONG COST CENTERS

Article 25: Shall the School Board be authorized to transfer amounts exceeding 5% of the total appropriation for any cost center to another cost center or among other cost centers for the 2024-2025 fiscal year, provided that transfers shall not be permitted to increase the authorized total school budget?

Explanation: Although the School Committee uses all the information available to them in preparing a budget for future spending, there are times when a cost center is overspent. At the end of the fiscal year no cost center can be overspent. If a cost center is overspent this Article is a means to correct the negative balance. The School Committee must vote at their meeting to move money from a cost center to zero out the overspent cost center.

MUNICIPAL BUDGET ARTICLES

Article 26: To see what sum the Town will vote to raise and appropriate for Administration and Select Board Accounts (1300).

The Board recommends: \$ 337,046.

Explanation: 18.23% (\$51,977) increase from FY24 budget. The increase is due to our switching to TRIO Web, replacement of the broken AC unit and added cost to contracted services.

Article 27: To see what sum the Town will vote to raise and appropriate for the Assessor (1400).

The Board recommends: \$ 14,650.

Explanation: No change from FY24 budget.

Article 28: To see what sum the Town will vote to raise and appropriate for Elections (1650).

The Board recommends: \$ 1,000.

Explanation: No change from FY24 budget.

Article 29: To see what sum the Town will vote to raise and appropriate for Planning (1700).

The Board recommends: \$ 4,075.

Explanation: 15.60% (550). The increase is due to the annual cost for GIS mapping.

Article 30: To see what sum the Town will vote to raise and appropriate for Legal Services (1900).

The Board recommends: **\$ 23,000.**

Explanation: No changes from FY24 budget.

Article 31: To see what sum the Town will vote to raise and appropriate for Law Enforcement Services (2100).

The Board recommends: **\$ 53,410.**

Explanation: -5.86% (\$-3,325) decrease from FY24 budget. This decrease is due to costs associated with the Cumberland County Sheriff's Department Contract.

Article 32: To see what sum the Town will vote to raise and appropriate for the Fire and Rescue Department (2200).

The Board recommends: **\$ 153,045.**

Explanation: 5.01% (\$7,302) increase from FY24 budget. The increase is due to the purchase of a Fire Chief laptop, added costs to travel and equipment maintenance.

Article 33: To see what sum the Town will vote to raise and appropriate for Code Enforcement (2400).

The Board recommends: **\$ 57,750.**

Explanation: 43.46% (\$17,495) increase from FY24 budget. The increase is due to the overall improvement in the CEO department. Increased hours and wages of the CEO, iWorQ's software and training.

Article 34: To see what sum the Town will vote to raise and appropriate for the Harbormaster and Shellfish Warden account (2500).

The Board recommends: **\$31,951.**

Explanation: 2.65% (\$824) increase from FY24 budget. The increase is for the 3% COLA increase.

Article 35: To see what sum the Town will vote to raise and appropriate for Animal Control (2600).

The Board recommends: **\$ 4,850.**

Explanation: No change from the FY 24 budget.

Article 36: To see what sum the Town will vote to raise and appropriate for Public Services (3100).

The Board recommends: \$ 195,280.

Explanation: -3.13% (-6,308) decrease from FY 24 budget. Decrease is due to one-time computer purchase in FY 24 as well as decrease in road materials and contracted services.

Article 37: To see what sum the Town will vote to raise and appropriate for Solid Waste (3200).

The Board recommends: \$ 241,802.

Explanation: 14.36% (30,359) increase from FY 24 budget. The increase is due to biannual landfill monitoring, increased barging, hauling, training and salary costs.

Article 38: To see what sum the Town will vote to raise and appropriate for Cousins Island Dock Reserve Fund (4400).

The Board recommends: \$24,853.

Explanation: 4% (\$956) increase from FY24 budget per agreement with the Town of Yarmouth. This reserve fund is for the sole purpose of providing for the maintenance, capital repairs and eventual replacement of the Cousins Island Dock and/or the improvements to Wharf Road as described in the Agreement with Yarmouth.

Article 39: To see what sum the Town will raise and appropriate for Contributions (4600) and to authorize the Select Board to disburse the full amount.

Select Board recommends raising \$170,346 and authorizing the Select Board to disburse the full amount according to this table:

Contribution Disbursement	Proposed 24-25 to be Raised	Notes
3150 Chebeague Island Library	\$25,000	Same as last year
3151 Chebeague Community Ctr.	\$37,200	\$1,300 decrease from last year
3164 Visiting Nurse and Hospice	\$1,250	\$250 increase from last year
3164 LifeFlight	\$396	\$369 increase from last year
3166 Island Council	\$7,000	Same as last year
3167 Chebeague Recreation Center	\$59,500	Same as last year
3168 CRC – Kids Place	\$30,000	\$10,000 increase from last year
3169 Island Commons Res. Center	\$10,000	Same as last year
TOTAL	\$170,346	

Explanation: 5.80% (\$9,346) increase from FY43 budget. If approved, the Select Board will disburse the appropriated funds to the appropriate entities.

Article 40: To see whether the Town will authorize the additional donation of municipal employee time and materials for the occasional snow plowing and/or sanding of the parking lots of the Chebeague Recreation Center, Chandler's Wharf and Island Commons during significant winter weather events.

Explanation: These properties are not owned by the Town, so it is unlawful to use public monies to support their operations without the express consent of the Town.

Article 41: To see what sum the Town will vote to raise and appropriate for General Assistance (5810).

The Board recommends: **\$500.**

Explanation: No change from FY4 budget.

Article 42: To see what sum the Town will vote to raise and appropriate for Health Services (5910).

The Board recommends: **\$ 2,000.**

Explanation: No change from FY24 budget. This is to pay the duly appointed Health Officer.

Article 43: To see what sum the Town will vote to raise and appropriate for the Cemetery (6200).

The Board recommends: **\$ 13,900.**

Explanation: No change from FY 24 budget.

Article 44: To see what sum the Town will vote to raise and appropriate for Debt Service (6900).

The Board recommends: **\$ 459,205.**

Explanation: 4.70% (\$20,617) increase from FY24 budget. \$196,477 for the Maine Municipal Bond Bank (MMBB) debt from the secession payout to Town of Cumberland; \$114,495 for the MMBB debt from the School Construction Project; \$21,500 for the MMBB debt from the Plow Truck; \$48,596 for the MMBB debt for Dredging and \$78,137 for MMBB debt for Broadband.

Article 45: To see what sum the Town will vote to raise and appropriate for Benefits & Insurance (7500).

The Board recommends: **\$ 204,391.**

Explanation: 5.14% (\$10,000) increase from FY24 budget due adding back annual employee bonuses.

Article 46: To see what sum the Town will vote to raise and appropriate for Street Lights (8100).

The Board recommends: **\$ 8,400.**

Explanation: No change from FY24 budget.

Article 47: To see what sum the Town will vote to raise, appropriate, and authorize the Select Board to spend for unexpected expenses as they deem necessary from Contingency (8300).

The Board recommends: **\$ 30,000.**

Explanation: 114.29% (16,000) increase from FY 24. The increase is to be better prepared for unexpected costs.

Article 48: To see what sum the Town will vote to raise and appropriate for the payment to the Town of Cumberland for 50% of Outer Islands Tax (8800).

The Board recommends: **\$ 56,935 (estimate)**

Explanation: As required in the law allowing Chebeague to secede from the Town of Cumberland, this article appropriates 50% of the property taxes committed by the Town of Chebeague Island from the Outer Islands.

Article 49: To see what sum the Town will vote to raise and appropriate for County Tax (8900).

The Board recommends: **\$ 214,624.**

Explanation: -.88% (\$-1,903) decrease from FY24 budget. Assessed to the municipality by Cumberland County.

Article 50: To see if the Town will vote to authorize the Select Board, upon a majority vote of the Select Board, to exceed by no more than 10% annually, the amount authorized for each account approved in Article 26: through Article 49: above, so long as the overall amount spent for the sum total of those articles does not exceed the total appropriation approved for those articles.

Article 51: To see if the Town will vote to authorize the change of *Indian Island Reserve* account # 9195 to *Storm Damage Repair and Restoration*. Please see description of account in the table below.

Explanation: With an increase and intensity of severe weather storms and the damages that follow, the Selectboard supports a reserve account to Storm Damage. The cost of ongoing discussion of relocation of the parking spaces from the Hook to North Rd. would come from this account.

Article 52: To see what sum the Town will vote to raise and appropriate for Capital Improvements (9000).

The Board recommends raising **\$552,500**.

Explanation: 7.88% (\$136,500) increase from FY 24. The table below shows the sum recommended by the Select Board for each capital account. The purpose of the capital account appropriations is to set aside funds for future infrastructure investment as well as vehicle and equipment expenditures. This reduces and avoids a large, one time, appropriation for major expenses in the future.

Account Numbers	Capital Reserve Account Type and Description	Approximate Current Balance	Proposed FY25 to be Raised	Estimated Balance
Education				
9197	School Capital - Used for the overall improvement of the school.	\$ 66,288.00	.00	\$ 66,288.00
9130	School Special Education - Extra services needed to complete a student's Individual Education Plan and other expenses the School Committee deems necessary.	\$ 145,029.00	.00	\$ 145,029.00
9131	School Transportation -Staff vehicles, purchase of school bus, barging or boat transportation and repairs.	\$ 51,187.00	.00	\$ 51,187.00
9132	School Tuition -Additional money to Yarmouth Middle and High School.	\$ 84,727.00	.00	\$ 84,727.00
9133	School Playground - Improvements and Repair to the playground area and equipment	\$ 7,427.00	.00	\$ 7,427.00
Public Safety (Fire Department and Rescue)				
9012	Fire Ponds -Capital maintenance and construction of fire ponds.	\$ 4,949.00	.00	\$ 4,949.00
9025	Fire Department -Capital maintenance and replacement of fire trucks, associated firefighting/rescue equipment, and communication equipment and structures.	\$ 134,464.00	\$ 57,500.00	\$ 191,964.00
9060	Harbormaster Vessel - Capital repairs or replacement of the Harbormaster vessels, trailers, and/or motor.	\$ 6,678.00	.00	\$ 6,678.00
9192	Rescue Vehicles & Equipment -Capital maintenance and replacement of the ambulance and its associated rescue equipment.	\$ 99.39	.00	\$ 99.39
Transportation				
9010	Dredging -Engineering, and maintenance/long-term dredging of the channel and turning basin at the Stone Wharf.	\$ 130,958.00	.00	\$ 130,958.00
9015	Stone Wharf -Engineering, capital maintenance, and construction/re- construction of the Stone Wharf, wharf parking, <i>Stone Wharf Road</i> and wave break structures.	\$ 364,671.00	\$ 270,000.00	\$ 634,671.00
9016	Barge Ramps -Engineering, capital maintenance, and construction/reconstruction of barge ramps.	\$ 30,882.00	\$ 20,000.00	\$ 50,882.00
9020	Floats and Gangways -Construction and replacement of floats and gangways at Cousins Island, Stone Wharf, and Chandler's Cove. Not used for repair or maintenance.	\$ 33,420.00	\$ 15,000.00	\$ 48,420.00
9035	Vehicles -Capital maintenance and replacement of town vehicles.	\$ 13,562.00	\$ 5,000.00	\$ 18,562.00
9050	Roads -Engineering, capital maintenance, roadbed preparation, and resurfacing of public roads and parking areas.	\$ 63,622.00	\$ 25,000.00	\$ 88,622.00
9055	Public Works Equipment - Capital maintenance and replacement of public works equipment such as tractors, vehicles, plows.	\$ 6,653.00	\$ 10,000.00	\$ 16,653.00

Account Numbers	Capital Reserve Account Type and Description	Approximate Current Balance	Proposed FY25 to be Raised	Estimated Balance
9198	Cousins Island Parking Reserve- MDOT approved capital maintenance of the parking lot and access road on Cousins Island. Funded at \$2,000 annually per 1999 sublease agreement.	\$ 24,501.00	.00	\$ 24,501.00
	Town Owned Facilities			
9030	Building Facilities- Renovation and improvements to Town owned buildings to include Town Garage, Sand Shed, Transfer Station, and Public Safety Building.	\$ 45,179.00	\$ 50,000.00	\$ 95,179.00
9031	Town Office- A reserve fund to build a new town office and/or renovate the existing one.	\$ 16,326.00	\$ 10,000.00	\$ 26,326.00
9057	Recycling Compactor- Capital maintenance and replacement of town owned compactors.	\$ 37.70	\$ 20,000.00	\$ 20,037.00
9059	Cemetery- Capital maintenance and upgrades of the cemetery grounds and structures. This is separate from the perpetual fund.	\$ 6,916.00	.00	\$ 6,918.00
	Cemetery Perpetual Care	\$ 95,735.00	.00	\$ 95,735.00
9034	Broadband- Town ownership of infrastructure of broadband internet service on the island	\$ 49,955.00	.00	\$ 49,955.00
9033	Solar Array Purchase- Purchase of the solar array	\$ 79,455	\$ 10,000.00	\$ 89,455.00
	Tax Stabilization			
9040	Reevaluation - Periodic property revaluation work by the Town Assessor or outside contracted services.	\$ 77,031.00	.00	\$ 77,031.00
9040	Grant Matching- Prospective contingency fund used for Town matching share of public or private grant opportunities.	\$ 48,757.00	\$ 20,000.00	\$ 68,757.00
	Environmental Stewardship			
9058	Easement & Drainage- Purchase of rights to permit drainage and maintenance access of drainage systems onto and/or across private property.	\$ 83,966.00	.00	\$ 83,966.00
9070	Coastal Access Fund- Easement purchases and capital structure/road/path construction and repairs facilitating public access to coastal waters and beaches.	\$ 2,952.00	\$ 10,000.00	\$ 12,952.00
9195	Storm Damage Repair and Restoration Planning, repair, and mitigation to severe weather-related damages. This includes but not limited to engineering studies, emergency repair, and material needed.	\$ 57,573.00	\$ 20,000.00	\$ 77,573.00
9032	Land Acquisition & Development- Land acquisition, land-use planning, and site development.	\$ 23,270.00	\$ 10,000.00	\$ 33,270.00
	Total	\$ 1,756,404.00	\$ 552,500.00	\$ 2,308,904.00

This balance above reflects the current balances on March 30, 2024. Italicized languages are recommended changes.

MUNICIPAL REVENUE BUDGET

Article 53: To see if the Town will vote to authorize the Select Board to appropriate all funds raised for the overlay to fund any tax abatements and interest for fiscal year 2024-2025.

Explanation: This article allows the use of funds from the overlay (calculated by the Assessor when the mil rate is set) to be used for any abatements (including any interest).

Select Board recommends: **\$ 250,000**

Explanation: A transfer from Unassigned Fund Balance is made to manage the fund balance and help lower the tax rate. The allowable limits (16%-25%) are based on the Select Board Unassigned Fund Balance Policy. In accordance with the policy, the recommendation is to use \$250,000 toward the FY25 budget to reduce taxation.

Article 54: To see what sum the Town will vote to take from receipts, sources, and designations, to apply against fiscal year 2024-2025 appropriations, and to accept and appropriate any such funds from the State of Maine and the US Government as provided by the State Legislature or Federal Government for the fiscal year 2024-2025.

Select Board recommends: **\$ 264,935.**

Explanation: The total revenues from receipts, sources and designations include \$264,935.

Revenue Account	Proposed Budget
302 AGENT FEE	5,000
303 EXCISE TAX	122,000
304 BOAT EXCISE TAX	8,000
305 INTEREST & PENALTIES	4,500
316 SHELLFISH LICENSES	1,500
331 REVENUE SHARING	41,255
366 BUILDING PERMITS	15,000
367 ELECTRICAL PERMITS	1,500
368 PLUMBING PERMITS	2,500
369 OTHER PERMITS	500
403 MOORING FEES	7,200
411 URBAN RURAL INIT PROGRAM	14,880
418 CHEB. ISLAND SOLID WASTE	30,000
500 RENTAL MOORING FEES	500
501 STONE WHARF PERMITS	8,600
502 TRANSIENT TIE-UP FEES	2,000
TOTAL	\$264,935

Article 55: (Written ballot required by statute): To see if the Town will vote to increase the property tax levy limit established for the Town of Chebeague Island by 30-A M.R.S.A. § 5721-A if the municipal budget approved under the preceding articles will result in a tax commitment that is greater than the property tax levy limit.

OTHER MUNICIPAL ARTICLES

Article 56: To see if the Town will vote to authorize the Select Board to negotiate and enter leases for vehicles for Town use, and to appropriate funds from the Vehicle Reserve Capital Account to pay the annual costs of such leases.

Article 57: To see if the Town will vote to authorize the Select Board to submit grant proposals to other governmental entities or private, non-profit foundations for funding of general administration or project-specific expenditures, on behalf of the Town for municipal purposes, including when necessary, the authority to sign grant contracts, documents and/or other paperwork and accept the conditions that accompany grant funds, and to appropriate and expend grant funds for their authorized purposes, as the Select Board deems in the best interests of the Town during the upcoming fiscal year.

Article 58: To see if the Town will vote to authorize the municipal officers, after notice and hearing, to make final determinations regarding the closing or opening of roads to winter maintenance pursuant to 23 M.R.S.A § 2953.

Article 59: To see if the Town will vote to set the date(s) that fiscal year 2024-2025 Real Estate Taxes are due as September 30, 2024, and March 31, 2025, and to charge interest at the rate of 4.0% per annum for fiscal year 2024-2025 Real Estate Property taxes paid after those dates.

Article 60: To see if the Town will vote to set the interest rates to be paid by the Town on abated and overpaid taxes pursuant to 36 M.R.S.A. § 506-A at 1.0% and to authorize such interest paid or abatements granted to be appropriated from the unassigned fund balance if the overlay is insufficient..

Explanation: This rate must be equal to or no more than 4 percentage points lower than the rate set in the previous article.

Article 61: To see if the Town will vote to authorize the tax collector or treasurer to accept prepayments of taxes not yet committed, with no interest to be paid on same, pursuant to 36 M.R.S.A § 506.

Explanation: This article is necessary to ensure that the bonds covering the treasurer and tax collector will apply to any property tax accepted by them which has not yet been legally committed by the assessor to the collector.

Article 62: To see if the Town will vote to authorize the Treasurer to waive the foreclosure of a tax lien mortgage by recording a waiver of foreclosure at the Registry of Deeds in which the tax lien certificate is recorded prior to expiration of the right of redemption pursuant to 36 M.R.S. § 944 upon a finding by the Select Board that ownership of the property that is subject to the tax lien mortgage would be contrary to the Town's best interests.

Explanation: The waiver of foreclosure is used if the Town knows that there are issues with a property, such as environmental problems, that make it undesirable for the Town to foreclose on the property.

Article 63: To see if the Town will vote to authorize the Select Board to dispose of Town-owned assets (excluding land) with a value of \$10,000 or less, under such terms and conditions as they deem advisable.

Explanation: This article avoids the necessity of calling a special town meeting every time the town has personal property of little value that the Select Board wishes to sell or otherwise dispose of.

Article 64: To see if the Town will vote to conduct a candidates' forum here and now to allow the voters to hear statements from candidates (if they wish to make a statement) for the office of selectmen and school committee (candidates whose names appear on the ballot as well as those interested in being write-in candidates). Each statement is limited to 3 minutes.

Explanation: The Town adopted the secret ballot election and voting method on November 19, 2011. This means that the election of both selectmen and school committee members shall be conducted by secret ballot at the voting polls on June 13, 2023, rather than during the open town meeting. Although any party interested in being elected may speak, no nominations are accepted as part of this forum. For a candidate's name to appear on the ballot he or she must have filed nomination papers in accordance with 30-A M.R.S.A. § 2528.

Article 65: To adjourn the Annual Town Meeting until June 11, 2024, 8:00 AM so that secret ballot votes for local elections (Article 2) may be held at the Chebeague Island Hall Community Center, 247 South Road, and then after the closing of the poll at 8:00 PM and the announcement of the results by the moderator, to adjourn the Town Meeting.

Given unto our hands this ____ day of May 2024, at Chebeague Island, Maine

Robert Earnest, Chair

Mark Dyer- Vice-Chair

David Hill

Carol White

Chebeague Island Select Board

A True Copy, ATTEST

Krista Hayward, Town Clerk
Town of Chebeague Island, Maine