



Town of Chebeague Island

To: Carol White, Chair of the Selectboard

From: Viktoria G. Wood, Town Administrator

Date: August 29, 2025

RE: Town Administrator Report

COMMITTEE MEMBERS NEEDED!

- Planning Board- 2 members
- BOAA-1 member

Parking Workshop -On Saturday, August 9th there was a Parking and Traffic Community Conversation at the Hall. This meeting was facilitated by GPCOG. Attached are the meeting minutes from that discussion. It was well attended, and great suggestions were shared.

Cousins Island Bridge Improvements: The attached QR code will take you to all active meeting presentations that are available. Information on this bridge is available, and the work can have significant impact on future commuting. Construction is expected to begin in 2028 and may last between 3-5 years. The proposed work may be a major overhaul of the bridge, if not total replacement. Comments have been open since August 18th and close September 5th. It may be worthwhile to have a statement from the Town of Chebeague Island. More information can be found on the town site, in the *news and announcements*.



Hook Rd and Jenks Rd Parking Improvements- In July the Selectboard voted to approve plans completed by GEI for parking improvement projects at Jenks and Hook Rd. GEI began completing the application on the behalf of the Town and in the process determined that based on the town's current zoning Section 419.2 which states, "the use of any land in a residential district for a parking lot, with or without charge, for the purpose of serving a public beach or other area open to the public may be permitted as a special exception by the Board of Adjustment and Appeals. Lisa Vickers, GEI, was out of the office the week of August 25th but did let me know that after Labor Day, these applications will be the priority. Initially we were under the impression that these applications would need to go to Planning Board, but it does appear as though BOAA is the board that should be deciding. Once GEI has the applications filled out and submitted to the CEO, we will do the proper advertisement and noticing. This has been a long process with changes along the way but it's because of the town making sure to go through the right steps as anyone else would be expected to do.

Emerald Ash Borer- On Tuesday, September 9th, Michael Parisio, a Maine Forest Entomologist, will be coming to the island. Michael and another colleague will take a tour of the island and have some time with municipal staff to discuss town responsibilities and resources that may be available. From 12:15-1:30 they will be available to the public to answer any questions residents may have about their properties. We encourage anyone who has Ash trees on their property to come and ask questions. There will be information on insecticide treatments if anyone is interested. We will send out a text alert a few days before the visit reminding people.

Selectboard Retreat- The Board retreat will take place on Friday, October 3rd from 8:30-3:30 at Magno Terra Café in Yarmouth. It will again be facilitated by Kristina Egan, Executive Director of GPCOG. I will contact Kristina in the coming weeks about an agenda.

Brush Pile- Jeff Wescott and I have been in contact about the brush pile situation at the Transfer Station. He has been in contact with Anderson Landscaping who has provided a quote for chipping the existing material. I will communicate with Carol when we have any additional details/proposal to bring in front of the board for a discussion and/or vote.

Local Health Officer- There has been some interested in the vacant Local Health Officer Position. I have a candidate that I would like to bring to the board as a recommendation for the appointment. Id like to check on a few references before bringing that to you. If I have everything lined up, I may ask for a motion under other business or it may be a discussion for September 17th meeting.

*Respectfully submitted,
Viktoria Wood*

Chebeague Island Parking & Traffic Community Meeting Summary

Date: August 9, 2025

Facilitator: Jamie Garvin, Director of Community Affairs, Greater Portland Council of Governments

Attendance: Approximately 45 community members

Purpose: Gather public input on recent parking and traffic ordinance changes and identify future solutions

Executive Summary

The community meeting revealed strong support for recent enforcement improvements while highlighting persistent challenges related to insufficient parking capacity, safety concerns, and communication gaps. Residents demonstrated a willingness for collaboration and neighborly solutions while calling for more systemic approaches to address growing vehicle demand across all island locations. The following summarizes the highlights of the discussion, several themes that emerged, and potential areas of further development for solutions.

Key Points Raised During the Meeting

What's Working Well

Stone Wharf Area:

- **Seasonal pick-up/drop-off zones** (Seasonal Trap Loading Area): Widely praised as effective, though capacity constraints remain along with bottlenecks during peak periods
- **Increased enforcement and fines:** Strong positive feedback on stricter enforcement and higher penalties (\$50 vs. \$25)
- **Boot implementation:** Highly effective – collected \$1,000 in fines from 5 vehicles, demonstrating deterrent effect; praise for the town for taking bold and potentially controversial action
- **Commercial vehicle restrictions:** Generally supported for prioritizing resident access

- **Resident parking spaces (Labor Day to Memorial Day):** Commuter only parking area was well-intentioned but had unintended consequences of creating tension between year-round and seasonal residents. Resident parking was implemented between Labor Day and Memorial Day to eliminate some tension with seasonal residents. Ultimately a revised approach that groups all residents together and further separates commercial vehicles may prove more effective and widely accepted.

Bennett's Cove:

- **South Road staging area:** Some usage observed, though enforcement and compliance remain inconsistent and resource constrained
- **ADA accessible spot addition:** Positive addition to improve accessibility

Community-Driven Initiatives:

- **Golf cart usage:** Significant increase helping reduce car dependency
- **Veteran's taxi service:** Appreciated additional transportation option
- **Ridesharing and carpooling:** Residents actively sharing rides and coordinating transportation; definitely an opportunity for further adoption and utilization

Ongoing Challenges

Stone Wharf:

- **Capacity bottlenecks:** Cars backing up behind pick-up/drop-off spots, creating congestion
- **Contractor parking conflicts:** Off-island contractors arriving early and occupying spaces needed by commuters
- **Safety concerns:** Pedestrian safety compromised by congestion and poor visibility
- **Communication gaps:** Visitors unfamiliar with parking protocols and directional flow

Bennett's Cove:

- **Limited enforcement:** No idling signs not consistently enforced; staging area underutilized
- **Communication issues:** Poor coordination between barge operations and truck drivers
- **Road safety:** Narrow road with large trucks creating pedestrian and vehicle safety risks

Indian Point/North Road:

- **Sightline obstruction:** Proposed parking spaces blocking resident driveways and creating visibility hazards
- **Safety at curves:** High-speed traffic around blind corners with pedestrians and cyclists
- **Overflow parking:** Up to 15 vehicles during peak times creating dangerous conditions

Cousins Island Parking Lot:

- **Overcrowding:** Frequent lack of available spaces, particularly during peak periods
- **Contractor vehicle conflicts:** Daily passes for contractors overwhelming capacity
- **Enforcement gaps:** Vehicles blocking others, unauthorized parking in Yarmouth resident spaces
- **Infrastructure vulnerability:** Flooding incidents causing vehicle damage

Broad Themes from Community Input

1. Enforcement and Communication

- Strong support for continued strict enforcement with meaningful penalties
- Need for better signage, directional indicators, and visitor education
- Recurring vandalism of signs requiring creative solutions (cameras, community engagement)
- Promoting messaging on website and other communication channels to continually raise awareness

2. Commercial vs. Residential Use Tensions

- Clear desire for prioritizing resident access over commercial vehicle parking
 - *Note: The audience did not include any identified representatives from the commercial interests*
- Potential support for fee structures that place costs on those generating commercial demand
- Recognition that off-island contractors are essential but need better management

3. Safety as Primary Concern

- Pedestrian safety consistently mentioned across all locations
- Traffic calming measures needed, particularly at Indian Point curves
- Golf ball hazards from adjacent golf course creating property damage and safety risks

4. Capacity vs. Demand Imbalance

- Fundamental recognition that demand exceeds available parking supply
- Interest in satellite parking solutions with shuttle/transportation connections
- Support for policies that reduce overall vehicle demand rather than just managing existing cars

5. Community Collaboration

- Strong tradition of neighbors helping neighbors with transportation
- Willingness to work together on solutions
- Support for innovative approaches (golf carts, ridesharing, etc.)

Potential Opportunities for Additional Actions

Short-Term (0-6 months)

Immediate Improvements:

- Install directional signage and arrows at Stone Wharf to improve traffic flow
- Add "no backing/turnaround" signage at Indian Point to prevent dangerous maneuvers
- Implement signage vandalism deterrence (cameras, community education about sign importance and replacement costs)
- Create visitor information flyers for rental properties and transfer station
- Establish emergency no-parking authority for special events

Enhanced Communication:

- Regular and recurring updates on the town website, text notifications, flyers at prominent locations around the island
- Partner with GPCOG communications team for professional support including potentially developing a new/enhanced newsletter
- Annual tax bill inserts with parking reminders and updates

Enforcement Enhancements:

- Consider parking ambassador/traffic director during peak times (potentially through GPCOG Resilience Corps)
- Expand boot usage protocols based on location-specific needs
- Better coordination with barge operators for truck staging communication

Medium-Term (6 months - 2 years)**Traffic Safety Improvements:**

- Partner with GPCOG for demonstration traffic calming projects
- Install temporary speed monitoring devices and speed bumps at Indian Point curves
- Implement protective netting/barriers for golf ball hazards along Stone Wharf Road

Parking Management:

- Explore seasonal vehicle fees for extended stays (2+ weeks)
- Develop contractor permit system with fees supporting infrastructure improvements
- Review and adjust CTC daily parking allocation ratios

Infrastructure Planning:

- Advance planning board reviews of Indian Point and Jenks Road parking solutions
- Explore golf course partnership/property acquisition negotiations for expanded parking
- Investigate mainland satellite parking options with shuttle service

Alternative Transportation:

- Expand golf cart parking infrastructure
- Promote and support rideshare/carpool programs
- Work with CTC and Maine DOT on Route 1 Park & Ride overflow arrangements

Long-Term (2+ years)**Systemic Solutions:**

- Develop comprehensive off-site parking facility with shuttle service

- Negotiate with Maine DOT and Yarmouth for expanded mainland parking capacity
- Consider vehicle limits or advanced reservation systems for peak periods

Infrastructure Investments:

- Stone Wharf Road widening project completion
- Climate resilience improvements for Cousins Island lot (flooding mitigation)
- Comprehensive pedestrian safety improvements across all parking areas

Policy Framework:

- Establish commercial vehicle management program with dedicated staging areas
- Implement year-round housing development incentives to reduce commuter demand for service and trade workers
- Create integrated transportation plan linking all island access points

Recommendations for Select Board Action

1. **Prioritize safety improvements** at Indian Point and explore potential GPCOG partnership for traffic calming demonstration projects
2. **Strengthen enforcement tools** by adopting emergency no-parking authority and expanding community education efforts
3. **Pursue satellite parking solutions** through renewed golf course negotiations and mainland alternatives
4. **Develop commercial vehicle policy** that balances business needs with resident access through appropriate fee structures
5. **Enhance communication systems** with professional support and regular community updates
6. **Continue collaborative approach** by maintaining regular community input opportunities and building on existing neighborly cooperation

The community demonstrated remarkable engagement and constructive problem-solving spirit. Their input provides a strong foundation for both incremental improvements and longer-term strategic planning to address Chebeague Island's transportation and parking challenges.



Town of Chebeague Island

To: Chair of the Select Board, Carol White

From: Viktoria G. Wood, Town Administrator & Neil Hayward, Parking Attendant

Date: August 27, 2025

RE: Parking and Traffic Report

- As of August 27th, the town's parking attendant has written 57 parking tickets in July and 53 parking tickets in August.
 - Stone Wharf- 110 tickets.
 - Bennett's 0 tickets.
 - Chandlers. – 0 tickets.
 - Majority of the contractors have been cooperative and have been parking parallel on Stone Wharf Rd.
 - The requirement for contractors needing to be parked in parallel spots has been added to the building permit notices.
 - Effective September 2nd, Stone Wharf area will be back to resident parking only.
 - A boot was purchased the town has collected \$1,000 from 5 individuals who had the boot placed on their vehicles.
 - Year to date, \$2,100 has been collected in ticket fines. In July \$1,600 and in August \$440 collected.
-

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax-207-846-6413

To: Vika Wood, Town Administrator
From: Paul A. Demers, Code Officer
Date: August 29, 2025
Re: Monthly Report

The month of August has been a busy month with 24 permits submitted and processed. The breakdown of permits includes the following:

- 12 Building Permits
- 1 Subsurface Wastewater
- 1 Internal plumbing
- 5 Electrical
- 4 Shoreland Zoning
- 1 Growth permit received for 2026 (This is the 3rd received for 2026)

All are accessible through the IworQ system online.

Additionally, I continue to work with local contractors to become more comfortable with the online system and hope to have a large number of new additions to the list in the next few months as many paper applications are added to the system.

I have been working with the library to finalize the items directed to me for their site plan to comply. I have received the revised plan which appears to meet the intent of the ordinance and with some minor details coming, I anticipate completion of the process for a permit soon.

I am also continuing to work with the Chebeague Inn to resolve questions regarding their dumpster enclosure area and have requested more information to allow for a pending permit to be issued.

I have worked with the GIS consultant on the issue of refining the Shoreland zoning maps with the recently adopted Flood hazard maps. This is vital to enforcement of both ordinances and assurance of proper review.

Also, as a building permit we have issued a few Demolitions permits which may need the Board of Selectmen to clarify the local fee schedule. The electronic system has a \$100 incorporated for such a permit but the online posting should be updated. I am happy to review and make suggestions on this and a few other specialties permits beyond the normal list.

This would also include a permit for Flood plain development which may become more necessary within the Shoreland reviews that occur. I have been using the State model for the anticipated forms for such work.

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The need for a flood permit (as a subcategory of the Shoreland zone) was required with a permit issued on Willow which involved the repair of 2 sections of stormwater outfall onto Hamilton Beach. This is an example of the need for updating the SZ maps as the potential review process may have been different with revised mapping that could have affected the zone designation. I will continue to work through and review and assist with the new mapping.

Lastly, I will be away on vacation during the week of 9/20 -9/28 and unable to provide services then. I will post this on the office website to allow contractors and owners to plan for my absence.

**Respectfully submitted,
Paul Demers, CEO**



Town of Chebeague Island

192 North Road
Chebeague Island, ME 04017
www.townofchebeagueisland.org

August 28, 2025

To: Chair of the Selectboard, Carol White
From: Viktoria Wood, Town Administrator
Re: August Public Works Report

8/4 - 8/8

Emergency repair on Cousins Island float piling
Wharf Rd shoulder repair
Clear brush & mulch behind Transfer Station Bldg.
Central Landing Rd repair
Repair entrance to Secret Rd and trim vegetation
Shoulder patch Roy Hill & South Rd
Yard maintenance of old implements

8/11 - 8/15

Delivered electronic crates from TS to CBL
Hung an information board at Cheb. School
Continued work on Wharf Rd shoulder repair
Picked up our new T#1 from Arundal Ford
Cold Patch at the Inn and Capps Rd

8/18 - 8/22

Old equipment in yard moved to all one location (graveyard)
Removed old material from yard at Town Office
Clearing of vegetation in front of solar panels
Grease all equipment as needed
Wash all vehicles
Fill waste oil
Replace worn treads on Stone Pier ramp

8/25 - 8/29

Replaced Bennets Rd Stop sign
Picked up load of Calcium Chloride
Started 2nd mowing of Town Rds.
Started applying mulch in front of solar panels
Check all floats & pins for wear
Shop clean up and organization
Everyday trash and island check

Submitted by the Public Works Team
Aaron Bonville, Tanner Foley, Jeff Wescott



Town of Chebeague Island

192 North Road
Chebeague Island, ME 04017
www.townofchebeagueisland.org

August 28, 2025

To: Chair of the Selectboard, Carol White
From: Viktoria Wood, Town Administrator
Re: August Transfer Station Report

Containers shipped off island

August.		YTD
Household.	6.	31
Debris.	4.	28
Cardboard.	4.	18
Metal.	2.	12
Recycle.	1.	7

Brush Dump Information

August.		YTD
Visit.	52.	250
Comm.	33	144
Individual.	19.	107
Trees.	85cy.	286cy
Brush.	24cy.	412cy

New motor installed on compactor #2 on 8/6/25

ECO Maine visit on 8/4/25

4 crates of electronics sent off island on 8/11/25

Total weight of all electronics were 1,516 pounds

TV's alone accounted for 584 pounds

Submitted by Jeff Wescott

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax-207-846-6413

MEMO

To: Vika Wood, Town Administrator
From: Denise Hamilton
Date: August 12, 2025 (July report)
Re: Monthly Report

The Fire and Rescue department has responded to 20 rescue calls and 6 fire calls between July 1 and July 29th. Two calls involved both the rescue and the fire department to respond. In addition to the calls, yearly maintenance was performed on all department vehicles which included engine maintenance as well as federally mandated fire hose and ladder testing. The hose and ladder testing required a road closure which occurred on July 2nd. The town did put out a text alert so the community should have been aware of this need. In addition to the maintenance and hose and ladder testing, all vehicles required state inspections in July. All vehicles passes EXCEPT for Tank 1. The department is currently waiting for a repair cost Estimate.

Submitted:
Denise Hamilton

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

Phone: 207-846-3148

www.townofchebeagueisland.org

Fax: 207-846-6413

MEMO

To: Vika Wood, Town Administrator
From: Genaro Balzano, Harbormaster
Date: August 15, 2025
Re: Monthly Report

Online Mooring

New program started off slow however has since taken off. I have had training on zoom on July 1, 17, 21. Very few complaints from permit holders about the process.

Stone Pier

All evolutions running as they should. The nice weather we have had is putting a strain on the available transient berthing. Its not just the Inn the golf course seems also to contribute. I have suggested in the past that they have some designated moorings of their own.

Chandlers

Has been a little hectic at times. The float system is inadequate, heavily used abused.

Town Vessel

I have been called by the Coast Guard on a few occasions asking for assistance ,most recently Aug 15 to go and check out a report something that had a life jacket attached to it. There also have been times the fire department could have used one. Being the biggest inhabited Island in Casco Bay and not having a communal vessel seems to mystify most everyone.

Vessel Collisions

On July 24, 2025 a resident noticed a boat just below the waterline in front of Peter Mellens home. I informed him that the possibly one of his vessels had sunk on the mooring. This happened to be the case. He made arrangements to have it raised. That same day I got a call from Alice Mellen saying something had struck their larger vessel (they have several) and asked if I had or anyone reported seeing a collision. The deputy and I asked around, nothing.

On July 28, 2025 I received an email from Tom Phipps in regards to a vessel running over his dinghy. I have attached emails for both incidents.



Cumberland County Sheriff's Office
Town of Chebeague Island

Calls for Service - Month of July 2025

Nature of Incident	Total Incidents
911 Cell Hangup	2
Accident, w/ Personal Injury	2
Agency Assistance	4
Attempt to Locate	1
Citizen Assist	1
Community Policing	3
Death Unattended/Attended	1
Found Property	3
Fraud	1
Lost Property	1
Misconduct	1
Noise Complaint	2
Operating Under Influence	1
Parking Problem	11
Property Check	14
Prescription Drug Disposal	1
Suspicious Person/Circumstance	1
Town Business	1
Traffic Detail	1
Traffic Violation	1

Total Incidents for This Report: **53**

Report includes:

- All dates between `00:00:01 07/01/25` and `23:59:59 07/31/25`
 - All agencies matching `0300`
 - All natures
 - All locations matching `Chebeague Island`
 - All responsible officers
 - All dispositions
 - All clearance codes
 - All observed offenses
 - All reported offenses
 - All offense codes
 - All circumstance codes
-

Boat

From Doug Ross <dougross@chebeague.net>

Date Thu 2025-08-21 7:30 AM

To egroothoff@townofchebeagueisland.org <egroothoff@townofchebeagueisland.org>; dhill@townofchebeagueisland.org <dhill@townofchebeagueisland.org>; rhackel@townofchebeagueisland.org <rhackel@townofchebeagueisland.org>; ejadams@townofchebeagueisland.org <ejadams@townofchebeagueisland.org>; Carol White <cwhite@townofchebeagueisland.org>

Cc admin Town <townadmin@townofchebeagueisland.org>; Doug Ross <dougross@chebeague.net>; Ralph Munroe <lidamegan@msn.com>

Dear Board Of Selectmen,

1st, thank you all for your work and agreeing to serve as elected members on this board. It's never easy. And I realize steering the Island is never with 100% backing.

I am emailing because I believe the time has come for Chebeague to have some sort of watercraft in the water during our busy season from spring through fall. For not only emergencies but being with a town that does have a harbormaster. My intention is not to take away from our usual emergency transportation of sick or injured patients via CTC that we physically take off from Chebeague but other emergencies such as mutual aid calls or calls that involving emergencies within jurisdiction of our other town islands and waters. As of this writing Chebeague has had 90 plus emergency rescue or fire calls to date this year. And although I don't have the exact number, a hand full have involved calls for emergencies as far away as Jewels Island to mutual aid to Long Island and Falmouth. One with a stand-by to assist the Town of Harpswell. Our members of Chebeague Island Fire/Rescue have worked with the emergency service members from the City of Portland, Town of Long Island, Town of Falmouth along with our ongoing partnership with the Town of Yarmouth, not to mention the US Coast Guard. I think it's stretch to feel we can go on in the future relying on the goodwill of the Chebeague Island Boat Yard to supply us with a boat anytime of the day or night as long as there is one of their employees is available to safely run the boat. I'm as guilty as anyone to believe that this is acceptable as it has to have a certain amount of liability attached to it. We have to accept that we are an island very much geographically located in the middle of probably one of the busiest bays in the summer in Maine. Emergencies are going to happen. This may allow us to intervene for life and property. And it would seem that having a harbor master, it would be almost be a necessity to have one out on the water on a regular basis.

I don't need to tell anyone this doesn't come without a price tag. The cost of the boat, type of boat, motor, storage, possible place where it's stationed, maintenance etc. It also adds another layer of responsibilities and standard operating guidelines to our Fire/ Rescue personnel and Harbor Master. Who's going to be trained to run the boat? What is the threshold or limits of the weather as to when or how they use it? It could be that maybe there's an incident where we don't have the available trained personnel or the weather conditions that would allow personnel and the boat to respond. That's no different than one of the fire apparatus housed on the Island. But I feel we need that option. These are all issues that have to be dealt with moving forward.

Thank you for any consideration that you can give in the matter and I look forward to more discussion on the issue.

Sincerely,

Doug Ross
214 South Road
Chebeague Island,
Maine 04017

Memorandum

To: Selectboard
Cc: Vika Wood, Town Administrator
From: Coastal Waters Commission
RE: Review and recommendations of vendor quotes for piling repairs
Date: 8/28/2025

At the request of the Town Administrator (TA) the Coastal Waters Commission (CWC) reviewed quotes for unplanned repairs to the pilings at the Stone Wharf. The quotes and subsequent communications between Jeff Wescott (Public Works) were provided to the CWC and Jeff attended the 8/28/2025. CWC did not conduct a site walk or other direct inspection.

The primary criteria used by CWC when considering its recommendation were (in no particular order):

1. Public Safety,
2. The value of long-term vendor relationships,
3. The presumed shorter response times of smaller companies and
4. Cost.

General Recommendations

1. CWC recommends that the Selectboard, where possible, establish long-term relationships with vendors related to critical infrastructure and we believe this may be easier and more effective with smaller vendors who are likely to be willing to work on smaller projects and may be more responsive to unplanned issues.

Cousins Recommendations

2. CWC recommends replacing all six pilings. While the 2 fender pilings are probably older than 2011, we believe the support pilings were installed in 2011 when the float was replaced. However, given the frequent ferry usage and critical nature of the float to island access we feel that considering these six pilings as a single unit will ultimately save money and ensure the best public safety standard.
3. CWC recommends that the Harbormaster (HM) work with punt owners who will likely be impacted for several days by the work. The vendor should work with the Chebeague Transportation Company (CTC) to assure minimal inconvenience to the ferry and its ridership.

4. CWC recommends contracting with Waypoints Constructors based in part recommendation #1 above but also because of the cost estimate provided is lowest by a considerable amount. Simplifying somewhat, what Bancroft proposed for \$40,000 Waypoints would do for about \$16,920.
5. CWC recommends funding the proposed replacement using the 9020 Reserve account for Floats and Gangways. If all 6 piles are replaced the cost is estimated at \$36,920 and the funds are available in 9020 as the “minimum balance”. The town raised \$15,000 for FY 25 toward a recommended minimum and the balance of \$18,894 on 6/30/24 report by Machias Savings means that at least \$33,894 should be available for unforeseen purposes in FY 25. The HMA grant for a new float has been secured for a new float which could cover the remaining \$3,026 plus a contingency.

Stone Wharf Pile Recommendations

6. CWC recommends scheduling the Stone Wharf pile replacement project adjacent to the Cousins Island pile replacement project and using the same contractor as the Cousins work to save in mobilization costs, using Waypoints estimate that's a \$6,000 savings.
7. CWC recommends requesting the selected vendor revise their estimate using a worst-case scenario i.e. quote the cost of a lower support bracket, removing the assumptions that piles can be driven to an appropriate depth that close to the pier without hitting bedrock.
8. CWC recommends funding this project in one of two ways:
 - a. Use part of the \$50,000 raised for the piling replacement at Chandlers and possibly replace it in FY 2026 or
 - b. Hold a special town meeting and ask the town meeting to allocate funds from the undesignated fund balance.

To: Town of Chebeague Island Selectboard

From: Finance Committee

Date: July 29, 2025

Subject: Finance Committee Recommendation on ReVision Energy Power Purchase Agreement

In 2017, the Town signed a Power Purchase Agreement (PPA) with ReVision Energy for the construction of the solar array at the Transfer Station. Under the PPA, the Town purchases all electricity produced by the solar array from ReVision in the form of discounted net energy billing credits, which are applied to the Town's CMP bills. Since the solar array went online in 2019, it has supplied 98% of the Town's electricity demand on average. Every year for the remainder of the initial 20-year contract period, the Town has the option to purchase the solar array from ReVision at fair market value. The Finance Committee has reviewed the PPA and ReVision's 6-year solar analysis, as well as met with Steve Hinchman and Matt Gamache of Competitive Energy Services for a pro-bono, independent consult.

The Finance Committee recommends that the Town not purchase the array until the end of the contract in FY38.

Over the remaining 18 years of the contract period, ReVision's solar analysis projects \$218,506 in savings under the PPA if the Town were to purchase the array in FY26 for \$77,500. If the Town delays the purchase until 2038 the projected savings is \$182,578 with a purchase price of \$7,606.

While the Town loses PPA savings each year it elects not to purchase the array, the difference in the projected savings over the next 18-years of \$35,928 is almost completely recovered by having \$70,000 that can be remain invested (at 3% to 4%) in a Designated Reserve Account for another project or be used to reduce future bond debt.

The Town also avoids management (or outsourcing) of operations and maintenance of the solar array and any unexpected maintenance costs. Additionally, bad signal at the Transfer Station has left remote monitoring less than fully reliable. Steve Hinchman has been checking the inverters in person intermittently, and if the Town were to purchase the array, it would need to fill that gap with the Public Works staff or by improving the signal at the Transfer Station

The cash flow totals supporting this recommendation are shown in Table 1, see below.

The Solar Array Purchase Reserve Account is currently funded at approximately \$92,000. The Finance Committee recommends planning a purchase in 2038 for an estimated cost of \$7,600. \$5,300 should be held in the Solar Array Purchase reserve account (assuming 3% annual growth this will grow to \$7,600 by 2038). The remaining funds, approximately \$86,700, can be removed from the reserve account and reallocated as part of the FY27 Budgeting process.

Table 1. Projected 18-year savings according to purchase date.

Purchase date	Projected 18-year savings
2043, 5yr extension, (stay in PPA with no purchase)	\$141,164
2026	\$218,506
2027	\$209,301
2028	\$202,563
2029	\$196,006
2030	\$189,619
2034 (after inverter replacement)	\$192,378
2038 (end of initial PPA term)	\$182,578

August 19, 2025

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

RE: South Shore Drive

Dear Board Members:

Please be advised that the residents acknowledge that despite the FEMA award there remains a substantial shortfall with respect to the cost estimates to complete either of the corrective measures proposed by GEI. The neighborhood also understands that the Town would likely have to ask the voters to approve additional municipal debt to fund the repairs that may not be perceived as being to the benefit of the entire island. Consequently, we are requesting that the Board consider a partnership with the South Shore Drive property owners designed to locate and secure additional funding resources to complete the proposed repairs without overburdening the permanent island residents.

We look forward to your early favorable response.

Sincerely,

Bruce Anderson
35 South Shore Drive

Communication Policy Statement

1. Purpose

The Selectboard (Board) recognizes that communication is critical to an efficient Board and Town government but that some forms of communication can impact efficiency in a negative way or even go contrary to State law.

This policy is also intended as guidance to the members of the Board in communicating about town business. It applies to individual members of the Board and not to the Board acting as body.

2. Definitions

Public Meeting: For the purpose of this policy any discussion of town business involving 3 or more members of the Board including planned or unplanned gatherings, phone conversations and electronic mail.

3. Enactment

This policy is enacted upon a majority vote of the Selectboard and may be amended or repealed from time to time by the Selectboard.

4. Policy

It is the policy of the Board that members of the Board will abide by the following during public meetings.

Communicate respectfully with the public, employees and other members of the Board. Avoid harsh words or profanity.

It is the policy of the Board that, always while holding the office of Selectboard, members of the Board will abide by the following when communicating;

a. With Other Selectboard,

Selectboard should not discuss town affairs in groups with more than one other selectman unless in a public meeting convened in accordance with the Selectboard Ordinance (Ch 11 Art II). This includes email, phone calls and face-to-face discussions.

The Right-to-Know act determines much of what can be communicated between selectboard in an unnoticed meeting. An unnoticed meeting is any communication of a quorum of the Selectboard. Currently the quorum is set at 3 and includes: unplanned meetings (at morning coffee, for example), phone conference calls, email and letters or memos.

b. With Town Employees (excluding the Town Administrator),

Communications by a Selectboard member with any Town employee should be limited to soliciting information to allow the selectboard to be informed. Communications for other purposes such as to give direction, instructions or suggestions should only be done by or at the direction of the Board as a whole and usually through the employee's supervisor.

c. With the Town Administrator,

Communications by a Selectboard member with the Town Administrator is limited to receiving or conveying information or opinions. Any directives to the Town Administrator must come through a motion and vote of the Board as a whole.

d. With the Public,

It is the responsibility of the Selectboard to keep the public informed. This applies not only to matters of proper notification governed by law but also to matters of any importance to the community. Notices of Municipal board meetings will be posted on the Town website, on the CTC boat and at the Doughty's Island Market.

The Board should, from time to time, send mailings to the entire community in order to:

- Apprise the community of important developing issues
- Solicit opinion or volunteers to serve on committees or boards

Communications between the public and a non-quorum subset of the selectmen can be considered confidential and not a matter of public record.

e. With Other Town Boards, Committees or Commissions,

Communication to other entities should always come from the Board as a whole unless a Selectboard member has been explicitly authorized to represent the Board by a majority vote.

While attendance and participation in meetings by individual Selectboard member is encouraged they must be clear at each meeting when they have been authorized to represent the Board and when they have not.

f. With the Town Attorney,

Communication with the Town attorney is made through the Town Administrator unless the Board has clearly designated some other individual (Selectboard or other individual) by vote or consensus. In this case the Board must make clear the scope of the designee's task and typically this a limited set of related questions.

g. With the Media,

Generally, communication with the media should be accomplished through press releases that have been reviewed and approved by the Board. Communications by individual selectboard member with members of the media should be done with great care and generally should be limited to reporting Board action and not personal opinion or speculation.

5. Electronic Mail

In an article entitled Right-to-know: Common Myths (Maine Townsman, May 2007) the Maine Municipal Association opines: *"Using email for procedural notices or one-way transmission of materials seems both appropriate and innocuous, but email conversations between board members about board business may run afoul of the obligation to conduct such business openly and in public."*

6. Adoption and Revision History

Town of Chebeague Island – Board of Selectboard Policy

Adopted on: 2/13/2013 YES 5 NO 0 Updated : August 27, 2025.

DRAFT



SERVICES AGREEMENT

SWCA, Incorporated
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012
Tax I.D. Number 860483317

This Services Agreement ("Agreement") is entered into effective as of the 28 day of August, 2025 by and between SWCA, Incorporated, an Arizona corporation doing business as SWCA Environmental Consultants ("SWCA"), and the client identified below ("Client") (or each entity individually "Party" and collectively "Parties"). SWCA and Client agree as follows:

BASIC TERMS

Client Information

Client (complete legal name): Town of Chebeague Island

Client's State of Incorporation/Organization: Maine

Street Address: 192 North Road

City: Chebeague Island

State: ME

Zip Code: 04017

Main Client Contact Name: Vika Wood

Email: townadmin@townofchebeagueisland.org

Phone: (207) 846-3148

Fax:

Send Invoices to Main Address / Billing Contact:
townadmin@townofchebeagueisland.org

Send Invoices via Email: cwhite@townofchebeagueisland.org

Send Invoices to Alternate Billing Address (below)

Billing Contact:

Street Address:

City:

State:

Zip Code:

Phone:

Email:

Basic Project Information

Project Title: Community Wildfire protection Plans for Chebeague and long Island

Project County: Cumberland

Project City: Town of Chebeague Island and Town of long Island

Project State: ME

Project Number:

Project Manager:

Scope of Services

The services to be provided by SWCA hereunder (the "Services") are described as follows or in a document attached to this Agreement and referred to as the "Statement of Work" or "SOW" (which may be labeled as Exhibit A). As used herein, the term "Agreement" refers to this Agreement and any related SOWs, together with the attached Services Agreement General Terms, each incorporated herein by this reference.

Work Schedule

Estimated Start Date: The estimated date by which SWCA is expected to begin performing the Services ("Estimated Start Date") is as follows (check applicable box): as described in SOW or , 20 .

Estimated Completion Date: The estimated date by which SWCA is expected to complete the Services ("Estimated Completion Date") is as follows (check applicable box): as described in SOW or , 20 .

SWCA's Fees

The fees payable for the Services shall be as follows (check applicable box):

\$ "Fixed Fee" basis for the Services described in the Statement of Work.

\$ "Time and Materials, Not-To-Exceed", at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.

- \$ "Time and Materials" (estimated contract value; no ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ N/A "Time and Materials On-Call" at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit, not to exceed \$ total contract value "Unit Fee Max" (eg: per day; with contract ceiling) at rates quoted in the SWCA Rate Schedule which may be labeled as Exhibit B.
- \$ per unit "Unit Fee On-Call" (eg: per day; estimated contract value; no ceiling).

Sales Tax (check applicable box)

- Sales Taxes are NOT included in the contract value specified above, if any (i.e., Sales Taxes will be billed to Client in addition to the specified contract value).
- Sales Taxes are included in the contract value specified above, if any.
- Sales Taxes not applicable.

Invoicing and Payment

Deposit: Client agrees to provide SWCA with a deposit of \$0.00 promptly upon Client's execution of this Agreement as an advance deposit towards payment of fees and any reimbursable expenses payable under this Agreement. If Client does not provide such deposit, SWCA may delay beginning work until such deposit is received or may terminate this Agreement by written notice to Client. The deposit may be applied to amounts currently due to SWCA and unpaid or SWCA may hold the deposit and apply it to the final invoice(s).

Reimbursement of Expenses: Client shall reimburse SWCA for expenses as described in the SOW and in SWCA's Rate Schedule which may be labeled as Exhibit B as referenced above.

Payment Terms: SWCA shall invoice Client monthly for services rendered (based on percentage of completion/hours expended, as applicable) and expenses incurred. Invoices are payable upon Client's receipt of the invoice and invoices become past due if payment is not received within thirty (30) days after the date of the invoice. Overdue amounts bear interest at the rate of 1.5% per month until paid and are subject to a monthly late-payment service charge equal to the greater of \$200 or 1% of the overdue balance.

Manner of Payment: Unless a different manner of payment is requested by SWCA, payments are to be remitted as follows:

- *Preferred Payment Method:* ACH/EFT: Routing number – 071922777; Account number – 7811583501; Account Type – Business Checking; Bank Name – First American Bank; Location: - Carol Stream, Illinois. Submit remittance advice to payment@swca.com.
- *Alternate Payment Method:* Via check mailed to: P.O. Box 7217, Carol Stream, IL 60197-7217.

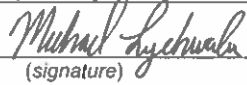
Acceptance

If this Agreement is not returned to SWCA duly executed on behalf of Client within thirty (30) days from Client's receipt of this Agreement, SWCA may rescind this Agreement by written notice to Client. This Agreement may be signed in counterparts and may be signed or delivered electronically.

Special Terms

In addition to the Basic Terms set forth above, and General Terms set forth below, the Parties agree to the terms set forth in the following Special Terms (none if blank). In case of a conflict, the Special Terms shall take precedence.

n/a

SWCA, Incorporated	Client: Town of Chebeague Island
By:  (signature)	By: _____ (signature)
Name: Michael Lychwala	Name: Viktoria Wood
Title: Vice President	Title: Town Administrator
Date: August 28, 2025	Date: _____

SERVICES AGREEMENT GENERAL TERMS

The following General Terms apply to that certain Services Agreement between SWCA, Incorporated ("SWCA") and the client identified in said Services Agreement ("Client"). References to the "Basic Terms" mean the terms set forth above the signature line in such Services Agreement. References to the "General Terms" mean the terms set forth below. References to this "Agreement" mean the Basic Terms together with the General Terms, including any "Special Terms" above the signature line, together with any SOW executed by the Parties in connection with the Basic Terms. To the extent an SOW contains terms that are in addition to or different than these General Terms, the terms of the SOW shall govern.

1. Services

- 1.1 Scope of Services. Pursuant to the terms of this Agreement, SWCA shall provide those services that SWCA agrees in writing to provide under this Agreement ("Services") as set forth in the Basic Terms and in any applicable SOW. Any reports and similar materials that SWCA is required to deliver to Client as part of the Services are referred to as "Deliverables". References in this Agreement to the "Services" include any Deliverables related to those Services. References in this Agreement to the "Project" mean the project to which the Services relate.
- 1.2 Subcontractors/Subconsultants. Use of subcontractors or other subconsultants by SWCA to perform the Services are subject to Client's written approval. SWCA's obligations under this Agreement with respect to performance of the Services shall apply to any portions of the Services subcontracted by SWCA.

2. Work Schedule

- 2.1 Start of Work. Unless otherwise directed by Client, SWCA may start work before the Estimated Start Date where necessary or helpful for the prompt completion of the Services but an early start shall not change any Estimated Completion Date unless otherwise mutually agreed in writing.
- 2.2 Completion of Work. It is acknowledged that the Estimated Completion Date is an estimate and that SWCA shall not be responsible for delays caused by circumstances beyond SWCA's reasonable control. Client agrees to provide reasonable cooperation as necessary to enable the completion of Services.
- 2.3 Work Delays. It is acknowledged that this Agreement constitutes a commitment by SWCA to perform the Services and a commitment by Client to pay SWCA for the Services according to this Agreement, subject to the terms of this Agreement including terms allowing termination of this Agreement. Consequently, if Client directs SWCA not to start work or to suspend work or otherwise gives directions that restrict SWCA's performance of the Services, SWCA's following of such directions shall not limit SWCA's rights under this Agreement. Any Estimated Completion Date shall be extended to the extent of any delays caused by Client (e.g., delays due to requests by Client not to start work or to suspend work or due to Client's breach of this Agreement). In the event of cumulative delays in starting or continuing work of over 180 days that are caused by Client or otherwise due to circumstances beyond SWCA's reasonable control, SWCA may elect to terminate this Agreement by written notice to Client.

3. Changes in Scope of Services

- 3.1 Additional Services. Any services provided by SWCA for Client that are outside the scope of the Services under this Agreement (as defined in Section 1.1) shall constitute "Additional Services" under this Agreement (unless such services are the subject of a separate agreement executed by SWCA and Client in which event such services shall be governed by such other agreement). Additional Services provided by SWCA with Client's written approval shall constitute "Approved Additional Services" and shall be part of the Services under this Agreement.
- 3.2 Payment for Additional Services. SWCA shall be entitled to additional compensation for Approved Additional Services on such terms as are agreed on in writing by SWCA and Client. The following terms shall apply to Approved Additional Services unless otherwise agreed in writing by SWCA and Client: (i) SWCA shall be entitled to additional compensation for Approved Additional Services on an hourly basis at SWCA's then-current hourly rates for the services at issue, (ii) such additional compensation shall not count towards any not-to-exceed amount established as part as of the original pricing and payment terms, and (iii) SWCA shall be entitled to expense reimbursement from Client with respect to the Approved Additional Services on terms consistent with expense reimbursement terms applicable to the Services.
- 3.3 Reduction in Services. If Client desires to reduce the scope of the Services, Client shall provide written notice to SWCA of the proposed changes in the scope of the Services and of any corresponding changes proposed by Client with respect to SWCA's compensation and related terms. If SWCA gives Client written notice that SWCA accepts such proposal, the terms of this Agreement shall be deemed amended in accordance with the accepted proposal.

- 3.4 Subpoena Related Additional Services. In the event that SWCA is required to spend time in response to a subpoena or similar legal requirement ("Subpoena") arising out of a dispute or legal action or investigation involving Client or the Project, the expenditure of such time shall constitute "Additional Services" hereunder. These terms do not apply to the extent that a dispute or legal action includes claims asserted against SWCA and the Subpoena is in furtherance of those claims. SWCA shall be entitled to reimbursement from Client with respect to expenses incurred in connection with Additional Services involving a Subpoena.

4. **Standard of Service, Project Information and Deliverables**

- 4.1 Standard of Service. SWCA shall perform the Services in compliance with applicable law, and in accordance with the level of care generally observed by similar companies providing the same services under similar circumstances ("Standard of Service"). SWCA's obligations with respect to the quality of the Services are subject to the terms of this Agreement and conditioned on SWCA's receipt of all undisputed amounts due to SWCA with respect to the Services at issue. SWCA shall not be responsible for the quality of any partially completed Services in the event SWCA is prevented from completing the Services due to Client's breach or other circumstances beyond SWCA's reasonable control. EXCEPT AS TO THE WARRANTIES SET FORTH HEREIN, CONTRACTOR AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THE SERVICES AND DELIVERABLES "AS IS," AND MAKE NO REPRESENTATIONS OR WARRANTIES OF KIND, EXPRESS OR IMPLIED, AND DISCLAIM ALL WARRANTIES DERIVING FROM, RELATED TO, OR ARISING OUT OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2 Project Information. SWCA shall be responsible for the accuracy of information prepared by SWCA as part of the Services as necessary for SWCA to conform to the Standard of Service. SWCA shall not be responsible for the accuracy of materials that were not prepared by SWCA (e.g., government records, materials provided by Client, third-Party maps and reports) except to the extent SWCA agrees in the SOW to be responsible for verifying the accuracy of those materials.
- 4.3 Deliverables. SWCA may withhold Deliverables contingent on payment for work relating to such Deliverables. Client's right to use any Deliverable is conditioned on Client's payment of all amounts due to SWCA.
- 4.4 Confidentiality. SWCA and Client shall use reasonable efforts to maintain the confidentiality of any non-public information relating to the other Party or the Project, including the terms of this Agreement and any SOW.
- 4.5 Data Security. SWCA acknowledges that it has reasonable information and cybersecurity policies and procedures in place that are designed and functioning in a manner to protect client/customer information. SWCA acknowledges and agrees that any client/customer information provided to SWCA by or on behalf of Client will be subject to such policies and procedures.
- 4.6 Non-Interference with Employees. Each party agrees not to hire or solicit, directly or indirectly, any employee or former employee of the other party for a period of the greater of a. one (1) year after the date of this agreement, or b. for a period of one (1) year after the expiration or termination of any future contract the parties may enter into, without the other party's prior written consent provided, however, that the foregoing restriction shall not apply with respect to former employees of such other party who have not been employed by such other party for the six (6) months prior to such hire or solicitation. However, notwithstanding the above, this section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, the other party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring party.

5. **Payment-Related Terms**

- 5.1 General Payment Terms. General payment terms are set forth in the Basic Terms. Except as expressly agreed by SWCA in writing, payment to SWCA shall in no event be withheld by reason of Client not receiving payment from a third-Party.
- 5.2 Fixed Fee and Not-To-Exceed Terms. Except where a fixed fee or a not-to-exceed amount is mutually agreed in writing, any fee quotes are non-binding estimates. If SWCA agrees to a fixed fee or a not-to-exceed amount based on inaccurate or incomplete information provided by Client or other circumstances that are not SWCA's fault and, as a result, the assumptions relied upon by SWCA for the originally agreed upon fee limit are materially affected, the Parties shall negotiate in good faith to determine appropriate modifications in pricing and related terms.

- 5.3 Late Payment. In the event Client fails to pay any undisputed amounts to SWCA when due, SWCA shall have the right to stop work after giving Client written notice of the non-payment and the intention to stop work. In the event Client fails to pay any undisputed amounts to SWCA when due and does not cure such failure within three (3) business days from SWCA giving written notice of non-payment ("Payment Default"), SWCA's remedies shall include the right to: (i) suspend performance of the Services and withhold Deliverables until SWCA receives payment for all overdue and undisputed amounts and reasonable assurances of future payment; (ii) terminate this Agreement by providing written notice of termination to Client; and/or (iii) exercise other rights and remedies available under this Agreement or applicable law. In the event SWCA and Client are Parties to more than one agreement under which SWCA is obligated to provide services and Client fails to pay any amounts to SWCA when due under one services agreement, SWCA may treat that as a failure to pay under other services agreements. Undisputed overdue amounts bear interest at the rate of 1.5% per month until paid. Client shall reimburse SWCA for all reasonable attorneys' fees, court costs and other expenses incurred by SWCA (including any commissions payable to collection agencies) in connection with efforts to collect overdue amounts payable under this Agreement (including efforts to collect such attorneys' fees, court costs and other expenses).
- 5.4 Reimbursable Expenses. SWCA may, with Client's prior written approval, use subcontractors to complete the Services. Client shall reimburse SWCA for costs incurred in connection with the Services as provided in this Agreement. Subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subject to a 15% administrative fee.
- 5.5 Work Performed in Puerto Rico. All SWCA labor physically performed in Puerto Rico shall be subject to Puerto Rico's then-current sales and use tax (currently 11.5%). However, if Client submits either 1) a 'Certificate for Exempt Purchases and for Services Subject to the 4% Special-SUT,' or 2) A 'Merchant Registration Certificate,' SWCA will charge a 4% sales and use tax on SWCA labor physically performed in Puerto Rico.

6. Term and Termination

- 6.1 Term of Agreement. Unless terminated earlier pursuant to the terms of this Agreement, this Agreement shall remain in effect until the Services that are the subject of this Agreement are completed. Upon completion of the Services, this Agreement shall automatically terminate subject to survival of specified terms as described below.
- 6.2 Termination for Breach. In the event either Party materially breaches this Agreement and does not cure such breach within ten (10) business days of receipt of a written notice the Party may terminate this Agreement by giving five (5) business days advance written notice of termination.
- 6.3 Termination for Convenience. Either Party may terminate this agreement upon thirty (30) days written notice.
- 6.4 Payment Upon Termination. If this Agreement terminates under any circumstances, SWCA's payment rights shall include the following: In the event of termination of this Agreement where the Services are priced on a fixed-fee basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the percentage of work completed prior to the effective time of termination as reasonably estimated by SWCA. In the event of termination of this Agreement where the Services are priced on a time and materials basis, SWCA shall be entitled to payment of all amounts due and unpaid based on the number of hours worked prior to the effective time of termination. SWCA shall also be entitled to reimbursement of expenses that are reimbursable under the terms of this Agreement and incurred prior to the effective time of termination.
- 6.5 General Termination Provisions. The termination rights provided in this Section 6 are in addition and without prejudice to other termination rights provided under this Agreement. In the event of termination of this Agreement, Client shall immediately deliver to SWCA all SWCA property that Client has possession or control of including any Deliverables that are not fully paid for. Upon termination of this Agreement, all provisions of this Agreement that expressly or by their nature continue in effect (e.g., payment terms, confidentiality provisions, liability limitations, indemnification obligations, and general terms) shall survive termination.

7. Remedies

- 7.1 Attorneys Fees. In the event of any litigation or dispute arising out of, or relating to the subject matter of, this Agreement, the non-prevailing Party shall reimburse the prevailing Party for its reasonable attorneys' fees and court costs incurred in connection with such litigation or dispute.
- 7.2 Consequential Damages. Neither Party shall be liable for any consequential, incidental, liquidated, or special (including multiple or punitive) damages of the other Party arising out of or in connection with this Agreement.

- 7.3 **Indemnification.** Each Party shall indemnify the other Party against any losses (including amounts reasonably paid for attorneys' fees) to the extent incurred as a result of the indemnifying Party's breach of this Agreement or as a result of any negligent acts or omissions attributable to the indemnifying Party. These indemnification rights and obligations do not limit any indemnification rights and obligations provided under applicable laws. However, in no event shall any indemnification rights and obligations impair any liability limitations provided under this Agreement.
- 7.4 **Limitations.** In no event shall SWCA have any liability for any adverse consequences that result from following the directions of Client. In addition, to the fullest extent permitted by law, and notwithstanding anything in this Agreement or an SOW to the contrary, SWCA's aggregate liability for any claims arising under or in connection with this Agreement or any related SOW shall not exceed the sum of all fees paid by Client to SWCA under the related SOW in the twelve (12) month period preceding the act or omission giving rise to such claim(s).

8. Insurance

- 8.1 SWCA shall provide, pay for, and maintain in force at all times during the performance of the Services insurance to protect itself from claims arising under Worker's Compensation; from claims for damages because of bodily injury including personal injury, sickness or disease or death of any person; from claims for damages resulting from injury to or destruction of property, including loss of use thereof; and from claims arising out of the performance of professional services.
- 8.2 SWCA shall provide, pay for, and maintain in force at all times during the performance of the services hereunder, insurance in compliance with the insurance coverage listed below.
- A. Workers' Compensation Insurance as may be required by all state and federal worker's compensation acts.
 - B. Employers' Liability Insurance with limits of at least One Million Dollars (\$1,000,000).
 - C. Commercial General Liability Insurance covering liabilities for death and personal injury and liabilities for loss of or damage to property with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - D. Umbrella Excess Liability Insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits of not less than Five Million Dollars (\$5,000,000) each occurrence, combined single limit.
 - E. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) per occurrence coverage for both bodily injury and property damage.
 - F. Professional Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) each claim/annual aggregate.

9. Additional Terms

- 9.1 **Entire Agreement.** This Agreement, including all applicable Statement(s) of Work, reflects the entire agreement of the Parties with respect to its subject matter. Any other documents and communications preceding or contemporaneous with execution of this Agreement (including any proposals and other preliminary documents) are hereby superseded and shall have no binding effect except to the extent the terms of such documents and communications are expressly designated by SWCA and Client in writing as constituting part of this Agreement. SWCA shall have no obligations under the terms of any other contracts (e.g., contracts between Client and a third-Party who has engaged the services of Client where Client is engaging the services of SWCA as a subcontractor/subconsultant), except to the extent SWCA has been provided a copy of those contract terms and SWCA has expressly agreed in writing to be bound by those terms, in which event only those terms that are applicable to the Services to be performed by SWCA shall apply.
- 9.2 **Amendment; Waiver; Severability.** No amendment to this Agreement or any waiver may be enforced against a Party unless the amendment or waiver is agreed to in writing by that Party. If a provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable.
- 9.3 **Assignment.** The rights and obligations of the Parties under this Agreement may not be assigned or otherwise transferred without the written consent of the other Party, which consent shall not be unreasonably withheld. In the event Client does not pay any amounts payable to SWCA when due, SWCA may assign its payment rights and related rights under this Agreement to a collection agency or other third-Party.

- 9.4 Interpretation. The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against either Party. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. When used in this Agreement, the term "include" or "including" and similar terms shall be construed to mean "including but not limited to".
- 9.5 Governing Law. This Agreement and any claims arising out of, or relating to the subject matter of, this Agreement shall be governed by the laws of the state or territory in which the project is located, without regard to choice of law rules, or such laws as are otherwise identified as governing by mutual written agreement of the Parties.
- 9.6 Notices. Notices and communications relating to the subject matter of this Agreement may be given and made by any reasonable means not inconsistent with this Agreement, including facsimile or email if reasonable in the circumstances.
- 9.7 Relationship. The relationship between Client and SWCA shall be that of independent contractors and not that of partners, joint venturers or otherwise.
- 9.8 Execution. This Agreement may be executed in counterparts and delivered by any reasonable means including electronically. An executed Agreement delivered electronically shall be deemed an original for all purposes, but the Parties shall provide a duly executed original promptly upon request from the other Party. This Agreement and any related SOWs may be executed electronically, including via DocuSign.

EXHIBIT A – STATEMENT OF WORK



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

8 Science Park Road, 2nd Floor
Scarborough, Maine 04074
www.swca.com

2/36

August 28, 2025

Viktoria Wood, Town Administrator

192 North Road

Chebeague Island, ME 04017

Submitted via email: townadmin@townofchebeagueisland.org

cc: Julia Maine, juliam@fbenvironmental.com; Carol White, cwhite@townofchebeagueisland.org

Re: Community Wildfire Protection Plan for Chebeague and Long Islands/ P95180

Dear Viktoria:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with this scope of work and cost estimate to prepare a Community Wildfire Protection Plan (CWPP) for both Chebeague Island and Long Island (Project) located in Casco Bay. Our Maine-based team understands the growing wildfire risk that northeastern communities face. Having prepared over 90 CWPPs nationwide and two in New England, we are excited to have the opportunity to support local communities as they work to invest in CWPPs. The SWCA team appreciates the opportunity to help lead the development and implementation of these plans. SWCA is known for its specialized expertise and hands-on approach to CWPPs with over 40 staff members on the [Fire and Forestry team](#). Our team develops tailored strategies and provides tools to proactively address local wildfire risks, support long-term sustainability, and aid in collaborative decision making among stakeholders.

Our in-house experts include project managers, fire planners, geographic information system specialists, and fire and fuels modeling experts. This team has a proven track record of conducting in-person and virtual stakeholder, core team, and public information sessions and collecting and incorporating feedback on a wide variety of projects. We have experience working with small, rural coastal communities, ensuring their unique needs and perspectives are incorporated. These actions have led to collaborative community action plans and implementation strategies that have been readily adopted by local governments and have successfully supported grant awards.

Cost Estimate: The cost to complete this Project, as further described in the attached scope of work, is a time and materials total of \$80,000. The cost estimate is valid for 120 days.

Thank you for providing us with the opportunity to work with you. We are happy to assist in any way we can. Please contact me or Susie if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arianna Porter'.

Arianna Porter

Lead Project Manager – Disaster and Resilience

arianna.porter@swca.com

(720) 713-3551

A handwritten signature in black ink, appearing to read 'Susie Salois'.

Susie Salois

Maine Office Director

susie.salois@swca.com

(207) 292-2614

SCOPE OF WORK

SWCA Environmental Consultants (SWCA) understands that the Towns of Chebeague Island and Long Island (Islands) in Cumberland County, Maine are interested in developing a Community Wildfire Protection Plan (CWPP) with the goal of applying for mitigation funding in the future. As such, SWCA proposes the following tasks required to develop a high quality CWPP that is tailored to both towns and would outline actionable mitigation plans for the towns to implement. We appreciate the opportunity to provide you with this scope of work and cost estimate to prepare a CWPP for the towns, Chebeague Island and Long Island (Project), located in Casco Bay. The Islands have been awarded a grant from the State of Maine to support this project and are awaiting receipt of these funds. The project start date is dependent on receipt of funds. Based on the State's current estimate, the Islands expect to have the funds in time for an October 2025 project start. However, if the funds are delayed the timeline will be adjusted accordingly.

PHASE 1. CONVENE KICK-OFF CONFERENCE CALL/IDENTIFY CORE TEAM

SWCA would convene a virtual kick-off call with Project representatives to discuss key topics, including identifying the CWPP goals and objectives, establishing communication protocols, determining initial Project scheduling and deliverables, and identifying preliminary data needs that would facilitate the planning process. Prior to the kick-off call, SWCA will work with the Project representatives to identify additional Core Team members and invite them to the kick-off call. The Core Team should represent important agencies and stakeholder groups with an interest in wildfire prevention, such as representatives from local fire departments, the Maine State Forest Service, land managers, and other local representatives designated by each town Selectboard. This phase also contains SWCA's project management time for the entire project, including budget tracking, invoicing, and general client management.

Cost to complete Phase 1: \$8,720.00

Deliverables: Kick-off meeting notes, action items, Core Team contact information list, and monthly invoices.

Timeline: within 2 weeks of notice to proceed (NTP), October 2025.

Assumptions:

- Kick-off meeting will be virtual and will last up to one hour with up to three SWCA staff members. All materials will be distributed virtually as applicable.
- Project representatives will provide a list of people to include in the kick-off call and any additional desired agenda items.

PHASE 2. HOST COMMUNITY AND CORE TEAM MEETINGS

SWCA would assist the Core Team in facilitating up to two additional meetings lasting between 1 to 4 hours each. Core Team meetings will guide the planning process and build consensus among members. The first meeting (in person, up to 4 hours) would be convened to collaboratively develop risk reduction recommendations and review all mapping and data, including field data and the risk assessment. The second meeting would be convened so that all parties can review and provide input on the draft CWPP deliverables (virtual, up to 1 hour).

SWCA would work with the towns to create and promote a public survey surrounding wildfire readiness and education. This would be used to engage local residents in the planning process, determine residents' perceptions of wildfire risk, identify tools that residents need to help them reduce their risk, and solicit feedback on the Project.

Cost to complete Phase 2: \$10,577.00

Deliverables: Core Team meeting notes and action items. Survey results incorporated into the draft CWPP.

Timeline: Throughout, October 2025 – October 2026.

Assumptions:

- Core Team meetings will last up to 4 hours for the in-person meeting and up to 1 hour for the virtual meeting. Each meeting will have up to two SWCA attendees.
- SWCA is responsible for creating promotional material for the public and the Core Team is responsible for distributing that material.
- SWCA has budgeted for one round of review on the flyer, press release, and public survey before they are final.
- Project representatives will print all handouts needed for the Core Team meetings.
- For SWCA's visit to the in-person meeting, ferry costs and transportation will be provided by the Town of Chebeague.

PHASE 3. GATHER DATA.

SWCA would gather relevant data for the CWPP to assist with analysis. This process would utilize a combination of ESRI software, Microsoft Office Suite applications, and JPEG imagery. Data would include spatial data layers as well as written documentation.

Cost to complete Phase 3: \$4,650.00

Deliverables: Geodatabase delivery with all files used to create the CWPP.

Timeline: 3 months from NTP, October 2025 – January 2026.

Assumptions:

- Data provided to SWCA during the Project will not change once they are received. In the event of a fire during the Project period, SWCA and the Core Team will consult and agree upon any necessary changes to the deliverables, scope, and budget if needed for an additional cost.
- All data for the Project will be provided in KMZ, geodatabase, or shapefile (.shp) format with clean attribute data and will be received within 3 weeks of request.

PHASE 4. ESTABLISH COMMUNITY BASE MAPS

Working collaboratively with the Core Team, SWCA would establish community base maps for the CWPP. The maps would present information that may include land ownership boundaries, vegetated areas that contain critical human infrastructure, community wildland-urban interface (WUI) areas at risk, forest and grassland areas at risk, watershed boundaries, fire history and previous fuel treatments, topographic conditions, access roads, and locations of major water sources and suppression resources. SWCA would discuss and develop WUI delineations in order to provide additional details to determine project prioritization.

Cost to complete Phase 4: \$4,900.00

Deliverables: PDF maps and geodatabase files used to create all maps.

Timeline: 4-6 months from NTP, February – April 2026.

Assumptions:

- Creation of the base maps includes desktop analysis only. No field work is included in this phase.
- Maps will undergo one round of comments at which point SWCA will address the comments and the maps will be considered final.

PHASE 5. DEVELOP A COMMUNITY RISK ASSESSMENT

SWCA would use fuel models, fire modeling, and integrated hazards sourced from the [Northeast-Midwest Wildfire Risk Assessment Portal](#). The data sourced from this portal would be used to identify and assign risk categories (low, medium, high, extreme) to landscapes and WUI communities based on expected wildfire risk. The results of the data and modeling would be displayed on a series of PDF maps alongside the data collected in Phase 3 to demonstrate wildfire hazard and risk across the towns and in relation to community values. The identification of homes, businesses, and essential infrastructure at risk will be a field exercise in which qualified and trained SWCA personnel will do a windshield assessment (with some on-foot work where applicable and as needed) of the towns using Esri Survey123 and Field Maps applications to collect data in the field. More information on specific attributes assessed is listed below.

Identify Homes, Businesses, and Essential Infrastructure at Risk

SWCA would carry out an in-person site assessment of fire hazard using the 2013 NFPA 1144 Standards for Reducing Structure Ignition Hazards from Wildland Fire. This assessment would identify areas prone to structural ignitability and large fire spread due to the presence of heavy fuels, poor ingress and egress, limited fire response resources and general composition of structures in the WUI. SWCA expects this to be completed in three days (divided between each town). Using this information, SWCA would lead the development of mitigation strategies and treatments for reducing structural ignitability in the home ignition zone and around essential infrastructure.

Fuel Treatment Prioritization

SWCA would discuss with the Core Team the identification of local priorities for recommended fuel projects. Treatment locations would be prioritized based on the wildfire risk to WUI communities and essential infrastructure, ingress and egress routes, and existing fuel conditions and historic fire and weather patterns. Recommendations for wildfire mitigation would not only be based on existing conditions but would also address potential future conditions related to climate change.

Assessment of Other Community Values at Risk

SWCA would use existing data provided by the Project representatives to develop a list of community values at risk within or adjacent to the WUI (e.g., natural and cultural resources deemed of importance to individual communities, such as critical wildlife habitat, recreational sites, or places of historical significance) that would be prioritized when formulating treatment recommendations.

Firefighting Capability and Wildfire Readiness

The CWPP would include an analysis of existing firefighting capability and the community's current preparedness to respond to wildfire. The CWPP would provide recommendations for improving organizational firefighting capability and wildfire readiness through development of an action plan. SWCA would utilize members of the Core Team and local firefighting personnel to provide expert local direction on the planning area's capability to fight wildfire.

Integration

SWCA would ensure that the CWPP is in close alignment and integration with other local plans as well as relevant plans from Cumberland County and neighboring municipalities. Through this process, SWCA would assess existing collaboration between any relevant federal, state, county, and local agencies to make recommendations for improved communication and cooperation. This process facilitates regular update of all planning efforts and increases available funds associated with implementing recommendations in all plans.

Cost to complete Phase 5: \$17,530.00

Deliverables: PDF quantitative risk assessment maps, field data results and associated recommendations, fuel treatment recommendations, fire response recommendations. All GIS data provided at the end of the Project in a geodatabase.

Timeline: 4 – 8 months from NTP, February – June 2026.

Assumptions:

- SWCA has included the cost for parking and ferry tickets to each town.
- This cost estimate assumes that both towns will provide an on-island vehicle or transportation to support the SWCA field team.
- Field surveys will take no more than two SWCA employees 3 10-hour days to complete.
- Inclement weather, property access, and other external factors will not delay the in-person site assessment.
- No major changes requiring additional data collection, analysis, or re-analysis will be needed after Task 5 is complete.
- No coordination with outside agencies will be needed for the risk assessment except for members of the Core Team.

PHASE 6. DEVELOP AND FINALIZE CWPP

The tasks above would be used to develop the draft CWPP which would contain several chapters and appendices describing background information, the fire environment, the methods and results of the risk assessment, and risk reduction recommendations with the associated action plan. The CWPP would be structured to align with the National Cohesive Wildland Fire Management Strategy (CWS) to facilitate increased integration with national fire policy and funding. The CWPP would be structured into the three main goals of the CWS in the following way:

1. **Resilient Landscapes.** The CWPP would focus on recommendations for fuel treatments and ecosystem protection.
2. **Fire-Adapted Communities.** The CWPP would focus on recommendations for actions to prevent structural ignitability and public education and outreach.
3. **Safe and Effective Wildfire Response.** The CWPP would focus on recommendations for actions that address fire-fighting capability and wildfire readiness.

To achieve the preferred CWS structure, SWCA would work with the Core Team to develop action plans. SWCA would use the recommendations developed in Phase 5 to develop matrices that function as action plans that can be used by stakeholders to pursue Project implementation and gain funding. Before the final draft, the CWPP will undergo two rounds of reviews, one with the Core Team and one with the public. SWCA will deliver an electronic copy in both PDF and word formats along with all GIS data used throughout the Project.

Cost to complete Phase 6: \$33,622.00

Deliverables: Final CWPP.

Timeline: 8 – 11 months from NTP, June – September 2026.

Assumptions:

- Deliverables produced under all Project tasks will be sent to the Core Team for one round of comments. Comments will be addressed by SWCA as applicable, after which the deliverable will be considered final.

- No major changes will be requested to the format or content of the CWPP after the initial outline has been approved by the Core Team.
- SWCA assumes no more than 100 comments will be provided by both the Core Team and the public on the draft plan.
- All deliverables will be in an electronic format except for any printed materials for meetings.
- The Project representatives are responsible for gathering all signatories for the Plan.
- The project will be concluded by September 2026.

COST ESTIMATE

Based on thoughtful consideration of the Project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget not to exceed \$80,000 without client approval to complete the Project as presented in the table below.

SWCA has provided cost estimates for each phase of the project based on our current understanding of the project objectives and available resources. In the event of any necessary project or scheduling adjustments SWCA understands that any cost reallocation between tasks requires prior approval by the Grant Administrator. Rates are subject to a 3% increase no more than once every 12 months should the Project extend beyond October 31, 2026. This cost estimate is valid for 120 days from the date of the proposal.

Table 1. Cost Estimate.

PHASE/TASK	LABOR \$	EXPENSES \$	NTE TOTAL \$
Phase 1. Convene Kick Off Conference Call/Identify Core Team	8,720.00		8,720.00
Phase 2. Host Community and Core Team Workshops	10,577.00		10,577.00
Phase 3. Gather Data	4,650.00		4,650.00
Phase 4. Establish Community Base Maps	4,900.00		4,900.00
Phase 5. Develop a Community Risk Assessment	17,390.00	140.00	17,530.00
Phase 6. Develop and Finalize CWPP (electronic delivery)	33,622.00		33,622.00
PROJECT TOTAL	79,859.00	140.00	80,000.00