

**Board of Selectmen Teleconference
Meeting on July 14, 2021**

**The Board of Selectmen will hold a Meeting at
The Chebeague Island Hall on
Wednesday, July 14, 2021 at 6:00 PM**

I. Call Public Meeting to Order

II. Public Comments for items not on the agenda

III. Town Reports

- Town Administrator

IV. Regular Business

21-197 To hear a report from Michael Porter of the Broadband Committee.

21-198 To approve and sign the Project Partnership Agreement between the Department of Army Corp of Engineers and Chebeague Island for dredging and to authorize the Town Treasurer to make the 10% down payment.

Suggested Motion: To approve the Project Partnership Agreement and to authorize the Town Treasurer to pay the 10% up front share or \$204,100.

21-199 To review and accept the proposal from Barney Baker for Phase 1-Indian Point Emergency Repair.

Suggested Motion: To approve the proposal by Baker Design Consultants dated June 16, 2021 and to expend monies from the Indian Point Reserve Account for this purpose.

V. Communications

VI. To approve minutes from June 16, 2021

VII. Other Business

VIII. Adjourn



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

July 2, 2021

Planning Division

Board of Selectmen
Town of Chebeague Island
192 North Road
Chebeague Island, Maine 04017

Dear Board Members:

I am enclosing a fully executed copy of the Project Partnership Agreement for the Great Chebeague Island, Maine Navigation Improvement Project.

We intend to solicit bids this fall for dredging the project in the coming 2021-2022 dredging season. To make that goal we must finalize project design and prepare contract documents this summer. Accordingly, we request that you provide your up-front share of projects costs at this time. In accordance with Articles II and VI of the Agreement, the Town's ten percent up-front share is estimated at \$204,100. Please forward a check payable to "FAO, U.S. Army Engineer District, New England". The Town's additional ten percent share, estimated at \$204,100, will be payable after completion of construction.

If you have any questions or require additional information, please contact the Project Manager, Mr. Mark Habel, at (978) 318-8871. We look forward to working with you towards a successful completion of this project.

Sincerely,

A handwritten signature in blue ink that reads "J. A. Attilano II".

John A. Attilano II
Colonel, Corps of Engineers
District Engineer

Enclosure (PDF Files)

of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article VI.C.

c. No later than August 1st prior to each subsequent fiscal year of construction, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, acquire or compel the removal of obstructions, and perform or ensure the performance of relocations required for construction, operation, and maintenance of the Project. For each relocation of a utility, or portion thereof, located in or under navigable waters of the United States that is required to accommodate a channel depth over 45 feet, the Non-Federal Sponsor shall pay to the owner of the utility at least one half of the owner's relocation costs, unless the owner voluntarily agrees to waive all or a portion of the Non-Federal Sponsor's contribution.

3. The Non-Federal Sponsor shall pay an additional 10 percent of construction costs (hereinafter the "additional 10 percent payment"), less any credit afforded by the Government for the real property interests and relocations, over a period not to exceed 30 years in accordance with Article VI.D.

4. The Non-Federal Sponsor shall construct, operate, and maintain, at no cost to the Government, the local service facilities, including obtaining all applicable licenses and permits necessary for construction, operation, and maintenance of such work.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54

U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. The Government, as it determines necessary and subject to the availability of funds, shall operate and maintain the Project, which includes operation and maintenance of dredged material placement facilities, using funds appropriated by the Congress and, if applicable, funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor hereby authorizes the Government to enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of operating and maintaining the Project. In addition, the Government shall have the full authority and right to operate and maintain or manage dredged material placement facilities including the right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government. The Non-Federal Sponsor shall ensure that use of any additional capacity provided by the Government as additional work under 33 U.S.C. 2326a(a) complies with the operations plan approved by the Government. Except for such additional capacity, the Non-Federal Sponsor shall not place or authorize placement of material in the dredged material placement facilities unless the Government authorizes the placement under 33 U.S.C. 2326a(b) or 33 U.S.C. 1341(c), whichever is applicable. The Non-Federal Sponsor shall not otherwise modify or improve the dredged material placement facilities unless the Government approves the modification or improvement under 33 U.S.C. 408.

F. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

H. The Non-Federal Sponsor may request in writing that the Government perform additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

I. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE
WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall identify obstructions to construction, operation, and maintenance of the Project and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such obstructions and shall provide the Non-Federal Sponsor with a written notice to proceed with acquiring or compelling the removal of such obstructions. The Non-Federal Sponsor shall acquire or compel the removal of such obstructions in accordance with the Government's construction schedule for the Project. If the owner of an obstruction cannot be located, the Government shall remove the obstruction during construction of the Project after following all applicable procedures in Parts 325 and 326 of Title 33 of the Code of Federal Regulations.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, perform the necessary relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States.

1. In General. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. The Government shall acquire the real property interests, perform the relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the

Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

2. Relocations of Utilities Located in or under Navigable Waters of the United States. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel relocation of utilities located in or under navigable waters of the United States, the Non-Federal Sponsor must demonstrate that it has made a good faith effort to negotiate with the owner(s) for relocation of the utilities; that it lacks authority to compel relocation of the utilities through eminent domain or other legal proceedings; and that payment obligations for relocation costs, as between the Non-Federal Sponsor and the utility owner(s), are clear under the laws of the State of Maine and the terms of applicable non-Federal permits, licenses, or agreements. The Non-Federal Sponsor must also obtain a letter from the State of Maine, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude. The Government's exercise of the navigation servitude to compel relocation of utilities does not negate or otherwise affect the Non-Federal Sponsor's payment obligations for relocation costs under the laws of the State of Maine; the terms of applicable non-Federal permits, licenses, or agreements; or Section 101(a)(4) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2211(a)(4)).

3. Removal of Obstructions. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel removal of obstructions, the Non-Federal Sponsor must demonstrate that the owner of the obstruction has no compensable interest under the laws of the State of Maine or the terms of applicable non-Federal permits, licenses, or agreements; that it has made a good faith effort to negotiate with the owner(s) for removal of the obstructions; and that it lacks authority to compel removal of obstructions through eminent domain or other legal proceedings. The Non-Federal Sponsor must also obtain a letter from the State of Maine, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude to compel removal of the obstructions.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander for the New England District (hereinafter the "District Commander") provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government, in accordance with the following procedures, requirements, and conditions, shall credit the value of real property interests and relocations required for the Project against the additional 10 percent payment. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for such real property interest.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market

value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall credit the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such relocations.

a. For a relocation other than a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the value of the relocation if the Non-Federal Sponsor is responsible for the relocation under applicable principles of just compensation.

b. For a relocation of a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the costs borne by the Non-Federal Sponsor but shall not exceed the total value of the relocation as determined by the Government.

c. In general, the value of a relocation shall be equivalent to the costs, documented to the satisfaction of the Government, incurred to provide the relocation. The value may not exceed the amount the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items. For the relocation of a highway or road, including any bridge thereof, that is owned by a public entity, a functionally equivalent facility may be constructed to the current design standard that the State of Maine would apply under similar conditions of geography and traffic load. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

B. The Government, in accordance with the following procedures, requirements, and conditions, shall include in construction costs, the costs for in-kind contributions determined by the Government to be integral to the Project and credit such costs against the non-Federal share of construction costs. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of providing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such in-kind contributions. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government; or against the additional 10 percent payment.

C. If the Government exercises the navigation servitude to compel relocation of utilities and removal of obstructions located in or under navigable waters of the United States that interfere with construction, operation, and maintenance of the Project, the Government shall credit the costs incurred by the Government and paid by the Non-Federal Sponsor pursuant to Article III.D. against the additional 10 percent payment.

D. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project. In addition, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for the cost of real property interests, relocations, or the Government exercising navigation servitude in excess of the additional 10 percent payment.

ARTICLE VI - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$2,041,000, with the Government's share of such costs projected to be \$1,836,900 and the Non-Federal Sponsor's share of such costs projected to be \$204,100, which includes creditable in-kind contributions projected to be \$0, and the amount of funds to be provided during construction projected to be \$204,100. In addition, the Non-Federal Sponsor's additional 10 percent payment is projected to be \$204,100, reduced to \$204,100 after deducting creditable real property interests and relocations, which are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. While undertaking construction, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions;

and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. Payment of Funds for Construction.

1. The Non-Federal Sponsor shall provide funds by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal cost share as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

3. Upon completion of construction of the Project, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor to meet its cost share, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its cost share, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its cost share, the Government shall refund such excess amount, subject to the availability of funds for the refund.

D. Payment of Additional 10 Percent.

1. As a part of the final accounting conducted pursuant to Article VI.C.3., the Government shall determine the additional 10 percent payment and then deduct the creditable value, in accordance with Article V, of real property interests and relocations. If the remainder is greater than zero, the Government shall calculate initial annual installments amortized over a period of 30 years using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsor of the amount of the initial annual installments.

2. The Government shall recalculate the annual installments at five-year intervals by amortizing the outstanding portion of this amount over the remaining portion of the payment period using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The Government shall notify the Non-Federal Sponsor in writing of

the recalculated annual installments. The last installment shall be adjusted upward or downward to assure payment of all the indebtedness.

3. The Non-Federal Sponsor shall pay the first installment no later than 30 calendar days after the date of the Government's notification pursuant to paragraph D.1. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

E. If the Government agrees to provide real property interests or relocations on behalf of the Non-Federal Sponsor, invoke the navigation servitude to compel utility relocations or removal of obstructions, or undertake additional work, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction of the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this

Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Board of Selectmen
Town of Chebeague Island
192 North Road
Chebeague Island, Maine 04017

If to the Government:

District Commander
New England District
U.S. Army Corps of Engineers
696 Virginia Road
Concord, MA 01742-2751

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

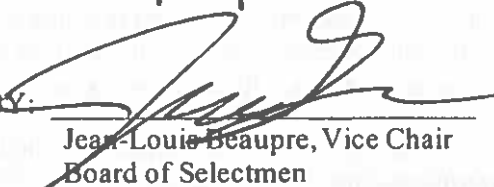
TOWN OF CHEBEAGUE ISLAND

BY: 
John A. Atilano II
Colonel, Corps of Engineers
District Commander

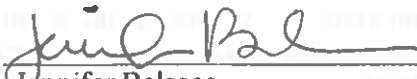
BY: 
Donna Miller-Damon, Chair
Board of Selectmen

DATE: 01 July 2021


DATE: 6/23/21

BY: 
Jean-Louis Beaupre, Vice Chair
Board of Selectmen

DATE: 6/23/2021

BY: 
Jennifer Belesca
Board of Selectmen

DATE: 6/29/21

BY: 
John "Jay" Corson
Board of Selectmen

DATE: 6/23/2021

BY: 
Mark Dyer
Board of Selectmen

DATE: 6/23/2021

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Donna Miller Damon
Donna Miller-Damon, Chair
Board of Selectmen

DATE: 6/23/2021

Jean-Louis Beaupre
Jean-Louis Beaupre, Vice Chair
Board of Selectmen

DATE: 6/23/2021

Jennifer Belesco
Jennifer Belesco
Board of Selectmen

DATE: 6/29/21

John "Jay" Corson
John "Jay" Corson
Board of Selectmen

DATE: 6/24/2021

Mark Dyer
Mark Dyer
Board of Selectmen

DATE: 6/23/2021

CERTIFICATE OF AUTHORITY

I, Natalie L. Burns, do hereby certify that I am the principal legal officer for the Town of Chebeague Island, Maine, that the Town of Chebeague Island, Maine is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Chebeague Island, Maine in connection with the Great Chebeague Island Navigation Improvement Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Town of Chebeague Island, Maine acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 23RD day of JUNE 2021.



Natalie L. Burns
Town Attorney

From: townadmin@townofchebeagueisland.org
Sent: Thursday, July 1, 2021 8:53 AM
To: deputyclerk@townofchebeagueisland.org
Subject: FW: BDC Proposal_ PHASE I- Indian Point Emergency Repair &
Attachments: 21-34 BDC PHASE I_Indian Pnt Proposal.pdf

From: Baker, Barney <B.Baker@bakerdesignconsultants.com>
Sent: Wednesday, June 16, 2021 12:59 PM
To: Justin L. Poirier <townadmin@townofchebeagueisland.org>
Subject: BDC Proposal_ PHASE I- Indian Point Emergency Repair &

Hi Justin,

I have attached my proposal for what I am calling Phase I Emergency Repairs & Grant Research with the goal of developing a fix for the recent erosion that can be ready for construction quickly. As you review this, please note the following.

1. I did reach out to various grant sponsors and got a mixed reception and a request for more information which is developed in the proposal scope. I think the grant will be most applicable for longer-term repairs that can be defined and considered in a PHASE II of Resiliency Improvements.
2. I did not do a separate scope for the Indian Island Company, but do anticipate that the Town will work with them to split the cost of the proposal which will provide base mapping and stabilization solutions that will apply to both at this data collection and design development stage that looks at the entire property. The future cost for construction will be easily defined and separated.
3. I did add an ALLOWANCE for specialized services that I are hard to define at this time and may not be needed.

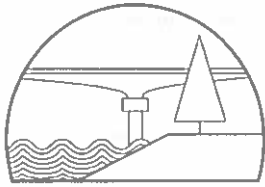
I am happy to discuss this proposal with you and look forward to any review comments. Note that I have only sent it to you, thinking that you would share it with Donna, Phyllis and Ted.

We can start work on this as soon as we get a go ahead.

Best,
Barney

--

Barney Baker, PE
Baker Design Consultants
7 Spruce Road
Freeport, Maine 04032-6202
B.Baker@bakerdesignconsultants.com
phone.207.846.9724 cell 207.838.3636
<http://www.bakerdesignconsultants.com>



BAKER DESIGN CONSULTANTS
Civil, Marine and Structural Engineering

June 16, 2021

Justin L. Poirier- Town Administrator
Town of Chebeague Island
192 North Road
Chebeague Island, Maine 04017

Subject: Indian Point Resiliency Assessment; Chebeague Island, Maine
Engineering Services for PHASE I- Emergency Repairs & Grant Research

Dear Justin,

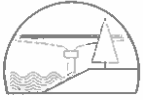
Baker Design Consultants (BDC) is pleased to submit this proposal for PHASE I- Emergency Repairs & Grant Research. This includes a field survey, site assessment, and design development to address and repair current storm damage on the south shore of the property that abuts the intertidal beach that extends across to Little Chebeague Island. The proposal also includes a limited flood inundation assessment and research into grant opportunities to support the development of a PHASE II program of longer-term resiliency improvements to protect the road access to and the fragile coastal environment of Indian Point from the combined impact of Sea Level Rise and Climate Change.

This proposal follows our 27May2021 site meeting and discussion with Donna Damon, Ted Ballard, and Phyliss Brunner to review the erosion and washout that has occurred this past winter on the south shore that threatens to encroach on the road and has resulted in the loss of large sections of the shorefront dune. It is recognized that the property is a prize recreation area and wildlife sanctuary with protected coastal wetland, beach, and dune environments. The Town of Chebeague maintains the access to the public beach. The India Point Company owns the property and has private access to the boathouse and pier on the point. The partnership is complete with a conservation easement on the property maintained by the Chebeague and Cumberland Land Trust.

The Scope of Work for PHASE I engineering services is intended to serve the combined needs of both the Town of Chebeague and the India Island Company. It is proposed that these costs for engineering services are shared. Once repair solutions and grant opportunities have been identified, the respective construction costs may be separately funded.

Our proposal includes the following sections:

| | |
|--|---|
| A. Introduction..... | 3 |
| B. Scope of Work | 5 |
| C. Budget Fee Estimate | 7 |
| D. Staff Assigned to the project | 8 |
| GENERAL QUALIFICATIONS | 9 |



Please contact me with any questions on the contents of this proposal. We look forward to the opportunity to work with the Town on this important project.

Sincerely,

BAKER DESIGN CONSULTANTS, Inc.

A handwritten signature in black ink that reads "Barney Baker". The signature is written in a cursive, flowing style.

Barney Baker, PE

JN: 21-34

Travis Pryor – Baker Design Consultants

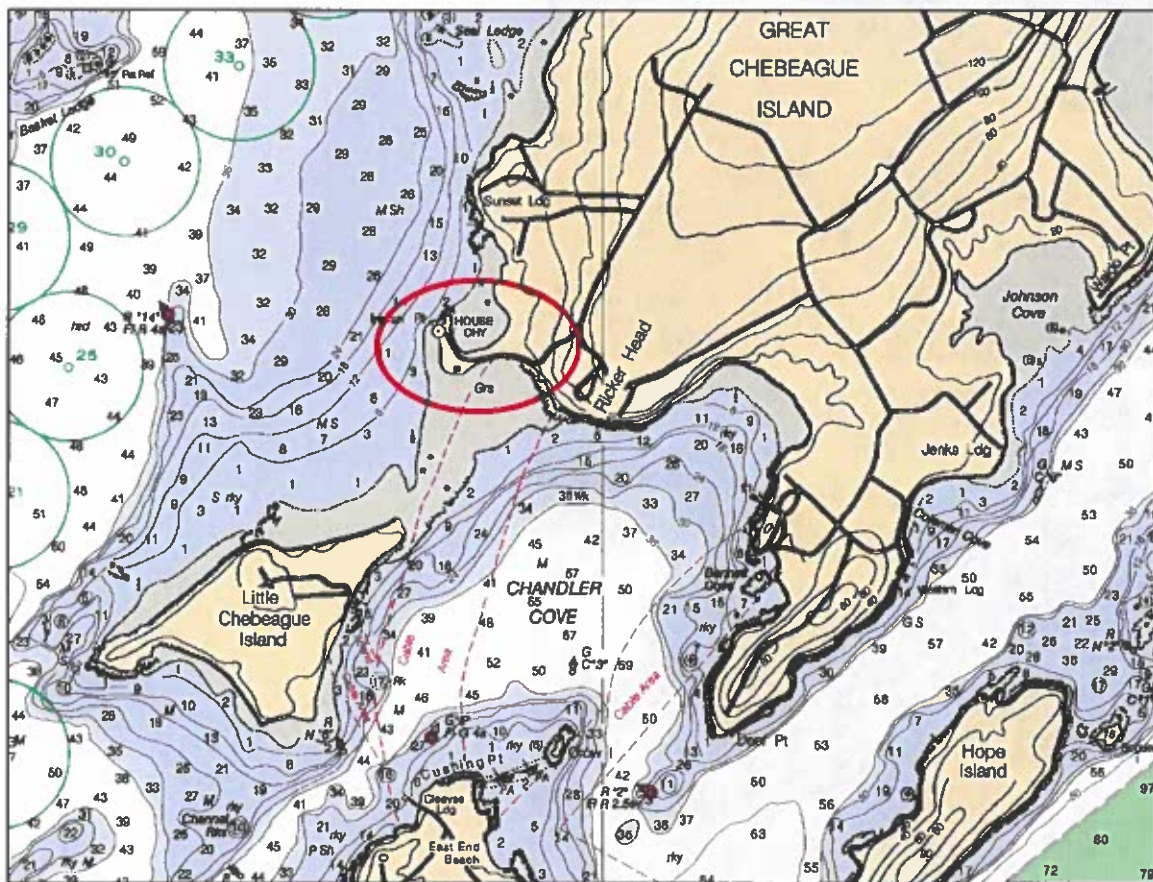


A. INTRODUCTION

The primary objective of this phase is to design a program of repair measures to address recent shore damage on the south side of the property and to maintain safe access to the property and public beach. Refer to the photographs on the next page. Maine DEP have indicated to the Town that the work qualifies as 'emergency repairs' and can be undertaken immediately with regulatory approval completed 'After the Fact'.

A secondary goal of this Phase is to lay the foundation for future improvements to make the property more resilient against flooding and over-wash associated with storm surge and sea-level rise that is associated with climate change. A topographic survey of the entire site will be undertaken to provide base mapping for future work as well as intermediate repairs. Superimposed on the base mapping will be a composite of mapped resources including shellfish, dune, eelgrass, shorebird, wetland, and other resource data. The mapping will serve as a reference from which to investigate the scale and potential impact of climate change to engage grant opportunities for resiliency improvements.

Baker Design consultants is professionally qualified to undertake this work. The firm specializes in the design of waterfront facilities and shore stabilization. Current and past projects on Chebeague Island include work at the Stone Pier and shore stabilization for multiple contiguous properties on Hamilton Beach. For this project BDC will combine our experience with shoreline stabilization on the Maine coast with our knowledge of regulatory standards and thresholds.



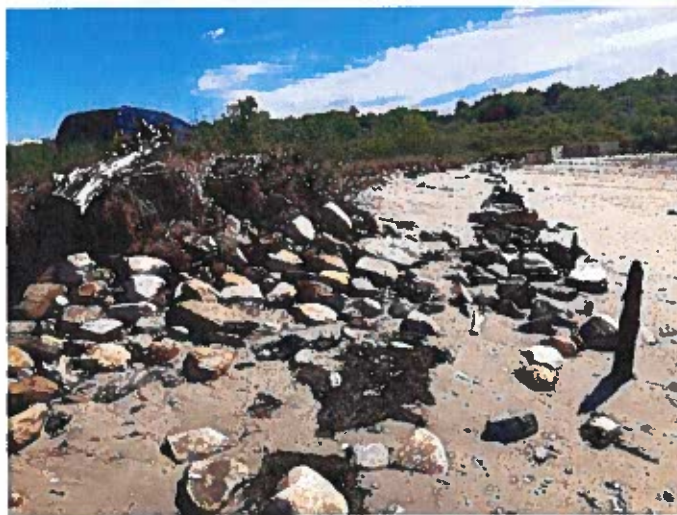
Taken from NOAA CHART 13290



Seawall Washout



Dune Erosion



Bank Cutback at Public Access



B. SCOPE OF WORK

1. Project Management

- a. Identify stakeholders, purpose, and goals for the project. This work has been started in preparation for this proposal.
- b. BDC will coordinate site meeting and discussion with Town staff and volunteers, Indian Island Company representatives, regulatory agencies, and other stakeholders to review site background information, project objectives, schedule, and ongoing work by others related to this project.

2. Background Data Collection

- a. BDC will obtain from any legacy information for the property that would include survey, previous repair documentation & drawings, condition surveys & reports, photographs, etc. to inform the work ahead.
- b. BDC will assemble GIS data available from web-based sources that will include georeferenced location, flood and environmental resource data.

3. Topographic Survey (by Little River Land Survey)

Complete a topographic survey that provides base mapping for the entire property for plan development. The survey will include the north and south intertidal beach areas, the property dune/upland, and coastal wetland on the north side with the following Information.

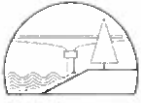
- a. Delineate existing road width (and widened area for parking), elevation and alignment.
- b. Delineate the beach from low tide to the road. Show MLLW, MHHW, HAT, and BFE.
- c. Locate outcrops of ledge and subtidal vegetation.
- d. Show limits of dune grass and coastal wetland.
- e. Delineate limits of eroded bluff that runs 1-2-ft high on beach side of road.
- f. Locate existing (and remnants of) seawalls and structural fences. Show extent of stone fill, riprap and barrier logs.
- g. Locate buildings, and piers. Determine elevations of Floor and Deck surfaces.

4. Site Meetings

- a. Interface with field survey crew and complete photographic record of the site.
- b. Meet with Town Staff and stakeholders to discuss available Island resources for the following components of the emergency repair program.
 - i. Materials, labor, and equipment that might be available for repairs.
- c. Opportunities for volunteers to assist with monitoring and maintenance of planted areas and beach profiles.

5. Design Development

- a. Develop plan of Pre-storm damage conditions using available historical data, field measurements, photographs, and aerial mapping. This will serve to verify the seaward limits and alignment for the shorefront stabilization and repair.



- b. Flood inundation Analysis
 - i. Locate limits of flooding, storm surge and wave action on typical transects of the property to provide an assessment of conditions and frequency that flooding will occur on site based on published FEMA and Maine Climate Council Models.
 - ii. Develop design parameters for stabilization measures based on flooding potential and track record of shore defenses that have worked (and not worked) on the site.
 - c. Stabilization Design
 - i. Evaluate reuse existing site materials that include timbers, tree parts and rock that were part of previous repairs.
 - ii. Add additional components that will include geotextile, ballast material (sand and stone), and plantings. Consider additional reinforcement in areas subject to wave action and over wash that may include coir logs and blankets, gabions, geomat, etc.
 - d. SUBCONSULTANT ALLOWANCE
 - i. An Allowance is provided in the budget to allow BDC to retain specialized services to support the work (e.g. coastal modeling or wetland delineation)
6. Permitting Review
- a. Keep DEP and Army Corps of Engineers and Town Code Enforcement apprised of Emergency Repair program with the goal of avoiding any 'surprises' with respect to 'After the Fact' permitting.
 - b. Complete documentation with the Agencies in compliance with 'After the Fact Permitting'.
7. Grant Research
- a. Research grant opportunities that may be available from regional Organization and State and Federal agencies to support PHASE II Resiliency Improvements that will be necessary to address site vulnerability.
8. Work Not Included
- a. Construction Support
 - i. BDC will work with the Town to formalize requirements for construction phase services when the construction program and timeframe has been determined.
 - b. Specialized Subconsultant Services
 - i. The only subcontracted services identified to date are for Survey. If it becomes necessary to retain specialized services to comply with regulatory requirements or if additional coastal modeling beyond the SUBCONSULTANT ALLOWANCE carried for this work is required, BDC can draw from a group of firms with the necessary expertise that we have used in the past.



C. BUDGET FEE ESTIMATE

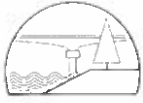
A detail budget estimate for the project is provided below broken down by task and manhours. The overall project budget will not be exceeded without prior approval. In the course of the work, it may be necessary to redistribute hours and task budgets to complete the job efficiently.

PHASE I -Emergency Repairs & Grant Research

Chebeague Island, Maine

| TASK DESCRIPTION | | HOUR ESTIMATE/CLASSIFICATION | | | TASK HOURS | % By Phase | |
|--------------------------------------|-----------------------------------|---------------------------------|------------------|---------------------|------------|------------|-----------|
| | | Principal Engineer | Project Engineer | Designer Technician | | | |
| 100 | Project Management | | | | | | \$960 |
| | Project Management | 3 | | | 3 | 9% | 9% |
| | Stakeholder Engagement | 3 | | | 3 | | |
| 200 | Background Data Collection | | | | | | \$608 |
| | Legacy Research | 2 | | | 2 | 6% | 14% |
| | GIS Data Collection | | | 4 | 4 | | |
| 300 | Topographic Survey | Refer to Subconsultant Estimate | | | | | |
| 400 | Site Meetings | | | | | | \$1,920 |
| | Site Meeting 1 | 4 | | | 4 | 18% | 32% |
| | Site Meeting 2 | 4 | | | 4 | | |
| | Site Meeting 3 | 4 | | | 4 | | |
| 500 | Design Development | | | | | | \$5,288 |
| | Flood Inundation Analysis | 3 | | | 3 | 40% | 81% |
| | Stabilization Design | 8 | 8 | 34 | 50 | | |
| 600 | Permitting Review | | | | | | \$944 |
| | Agency Coordination | 2 | | | 2 | 9% | 89% |
| | After the Fact Permitting | 3 | | 2 | 5 | | |
| 700 | Grant Research | | | | | | \$1,180 |
| | Research and Communication | 4 | 4 | | 8 | 11% | 100% |
| TOTAL LABOR HOURS PER CLASSIFICATION | | 40 | 12 | 40 | 92 | | \$10,900 |
| | | | | | | | 100% 100% |

| Direct Costs | | SUMMARY | | | |
|--|---------|--------------------------|-----------|---------------------------|-----------------|
| BDC Boat to Site (3 Trips @ \$150) | \$450 | | | | \$10,900 |
| Travel Mileage Allowance | | | | | |
| Communication Fee (3% (Telephone/postage/computer) | \$326 | Classification | Hours | Rate | Cost |
| Application Fees, Advertising, Printing | | Project Engineer | 40 | 160.00 | \$6,400 |
| TOTAL | \$776 | Senior Planner | 12 | 135.00 | \$1,620 |
| | | Designer/Technician | 40 | 72.00 | \$2,880 |
| Subconsultants | | Total Labor Hours | 92 | Total Direct Labor | \$10,900 |
| Little River Land Survey | \$3,500 | | | Direct Costs | \$776 |
| Specialized Services ALLOWANCE | \$3,000 | | | Subconsultants+5% | \$6,817 |
| TOTAL | \$6,500 | | | PROJECT TOTAL | \$18,493 |



D. STAFF ASSIGNED TO THE PROJECT

Barney Baker, PE – Principal/Project Engineer

As Principal Engineer, Mr. Baker personally supervises all the firm's projects, while also maintaining hands-on involvement in each project from start to finish. For this project Mr. Baker will obtain PE registration in Virginia through comity.

In his over 30 years of experience, Mr. Baker has designed and supervised projects that include site development, shorefront stabilization, buildings, bridges, dams, bulkheads, retaining walls, revetments, waterfront structures, and river walks.

Barney was the project engineer for the Downtown Machias Resiliency Assessment sponsored by the Maine Coastal Program (MCP) and has coordinated or lead MCP projects in Frenchboro, Monhegan, Cumberland, Yarmouth, Harpswell, Bowdoinham and Brunswick. Barney will participate in client meetings and will oversee activities related to the field assessment and infrastructure evaluation and will supervise preparation of the final report.

Travis J. Pryor, RLA, LEED-AP – Senior Project Manager

Mr. Pryor utilizes his training in landscape architecture, community planning and environmental engineering towards the development of sustainable, context sensitive project outcomes for a wide variety of infrastructure and development projects. He is also an accredited professional under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED).

Travis has nearly two decades of design and project management experience in a wide variety of community revitalization and infrastructure projects for public, private, and institutional clients throughout the Northeast and Florida. He has been involved in all phases of project development, from master planning through public participation, design development, permitting, funding assistance and construction.

Travis plays a key role in all Maine Coastal Program projects undertaken by the firm.

Jessy Doyle – Designer/Technician

Ms. Doyle joined Baker Design Consultants in 2019. She is responsible for maintenance of electronic files and GIS support mapping that is used to generate Auto CAD Civil 3D plans for the range of bridge, building, site, and waterfront projects undertaken by the firm. In her capacity as a Designer, Jessy supports the project team with design development by assisting with modeling and drafting to support accurate, informed, and efficient project development.



GENERAL QUALIFICATIONS

GENERAL QUALIFICATIONS

MISSION STATEMENT

Baker Design Consultants is a firm dedicated to providing planning and design services to clients and communities on projects that make our infrastructure safer and on programs that encourage access to ocean, estuary, river, lake, and wilderness recreational resources in an economic, safe, and environmentally responsible manner.

SMALL FIRM WITH TRACK RECORD

Established in 1996, Baker Design Consultants Inc. has remained a small engineering firm with a select listing of projects and clients. The firm has an extensive portfolio of civil, marine, and structural engineering design projects that include buildings, bridges, dams, waterfront improvements, and site development.

CLIENT/COMMUNITY PARTNERSHIP

Baker Design Consultants will establish the short and long-term goals of each project through client workshops and public participation. Early identification of program expectations and design requirements will establish a realistic program budget.

Under the guidance of Barney Baker PE, cost effective technical designs are provided for each community that consider potential grant sources, environmental constraints, construction schedule, and long-term maintenance and safety.

TEAM TAILORED TO PROJECT NEEDS

With Federal, State, and Local regulations for design, environmental impact, and accessibility constantly being updated and expanded, consultant service requirements for engineering projects have become increasingly complex and costly. Baker Design Consultants has countered this trend by remaining a small versatile shop with the ability to supplement expertise from an extensive portfolio of specialized Subconsultants in the region. The resulting Project Team is tailored to meet the needs of the client efficiently and economically.

TOOLS FOR THE JOB

The firm has state of the art project management and design software, drafting (AutoCAD Infrastructure Design Suite 2018) and color plotting capabilities to support the technical and graphic demands of any project.

PLANNING

- Waterfront
- Masterplans
- Space Planning
- Site Development
- Bridge Inspection
- Ferry Operations

PERMITTING

- Local, State, Federal
- Flood Hazard Development

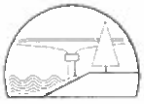
DESIGN

- Bridges & Highway Approaches
- Beach Nourishment
- Buildings
- Coastal Protection
- Dams, Water Retaining Structures
- Embankment Stabilization
- Parks, Boat Launch Sites
- Parking and Shoreside Infrastructure
- Piers, Docks, Wharves
- Travel Lifts, Marinas

PROJECT ECONOMICS

- Grant Application Support
- Life Cycle Analysis

CONSTRUCTION ADMINISTRATION



GENERAL QUALIFICATIONS

GENERAL QUALIFICATIONS CONTINUED

PROJECTS SPEAK FOR THEMSELVES
Our clients include the organizations below.

| | |
|---|--|
| <p>CLIENTS</p> <p>Architects</p> <p>Contractors</p> <p>Commercial Businesses</p> <p>Developers</p> <p>Engineers</p> <p>Federal Agencies</p> <p>Home Owners</p> <p>Island Corporations</p> <p>Marketing Analysts</p> <p>Non-profit Organizations</p> <p>Regional Development Corporations</p> <p>Schools, Colleges & Universities</p> <p>State Agencies</p> <p>Towns, Cities, Utilities</p> | <p>Architect Anderson Landscaping Barton and Gingold Bowdoin College Buell Hemway and Associates Bureau of General Services By Design Chicks Marina City of Auburn City of Belfast City of Portland Custom Float Services Deluca Hoffman Associates Dirigo Management Company Doanes Wharf Project Earle Noyes & Sons Earthscapes Limited Eastern Maine Development Corporation Elder Construction Even Keel Marine Specialties Federal Aviation Administration First Congregational Church of Gray Florida Power and Light Fore River Dock and Dredge, Inc. RW Gillespie and Associates Harding ESE Harraseeket Yacht Club HB Fleming Lower Falls Landing Associates Maine Department of Conservation Maine Department of Corrections Maine Department of Economic and Community Development Maine Department of Inland Fisheries and Wildlife Maine Department of Marine Resources Maine Department of Transportation Maine Hydroponics Maine Maritime Academy Maine Municipal Association New England Organics Portland Yacht Services Prots Neck Bathing Club Richardson & Associates Scott Vogel Contracting Southern Maine Community College S W Cole Engineering Tacoma Lakes Association Terrence J. DeWan & Associates Tuchenhagen-Zajac TY Lin International Town of Boothbay Town of Boothbay Harbor Town of Castine Town of Chebeague Island Town of Cumberland Town of Durham Town of Falmouth Town of Kennebunk Town of Kennebunkport Town of Kittery Town of Harpswell Town of Long Island Town of Machiasport Town of Northport Town of Scarborough Town of Stonington Town of Tremont Town of Wiscasset Town of Yarmouth Town of York Turners Island LLC Washington County Community College Wright-Pierce WH Shurtliff Company Yankee Marina & Boatyard Yarmouth Boat Yard University of Maine, Ira C Darling Center University of New England</p> |
|---|--|

Maine
Cumberland County

Notice of Caucus

District 3 – Finance Committee

Brunswick, Chebeague Island, Cumberland, Freeport, Long Island, Harpswell, North Yarmouth, Pownal and Yarmouth

TO: Municipal Officials
FROM: Stephen Gorden, Cumberland County Commissioner
RE: District #3 Caucus, Finance Committee
DATE: June 18, 2021

Pursuant to the provision of Section 5.4 of the Cumberland County Government Charter, established November 2010, which provides for the establishment of a Cumberland County Finance Committee, a caucus of the Municipal officers in Cumberland County Commissioner District #3 will be held on **Tuesday, July 27, 2021 at the Cumberland County Courthouse, 142 Federal Street, Portland, Maine 04101 in the Peter J. Feeney Conference Room* at 4:45 pm.**

The municipalities in this District are:

| | | | |
|-------------|-----------|------------------|----------------|
| Brunswick | Harpswell | Chebeague Island | North Yarmouth |
| Cumberland | Pownal | Freeport | Yarmouth |
| Long Island | | | |

I need your help to assist the County in fulfilling its Charter requirements.

All Municipal Officers are invited to attend each respective District and vote for one Cumberland County Finance Committee member for a two-year term commencing August 2021.

The Finance Committee prepares and recommends the final budget to the Board of Commissioners for approval.

(Please note that if three or more of your elected municipal officers attend (or two of three selectmen), you will need to give notice locally pursuant to 1 MRSA 406 of their attendance at this public proceeding.)

If you have any questions, contact Jim Gailey at gailey@cumberlandcounty.org, or 871-8380.

Please post this public notice of need to appoint a new Cumberland County Finance Committee.

***Cumberland County is committed to following current Best Practices for social distancing and sanitization to assure comfort and safety of those who attend. Those in attendance please wear a mask.**

PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE TOWN OF CHEBEAGUE ISLAND
FOR THE
GREAT CHEBEAGUE ISLAND NAVIGATION IMPROVEMENT PROJECT

THIS AGREEMENT is entered into this first day of July, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, New England District and the Town of Chebeague Island, Maine (hereinafter the "Non-Federal Sponsor"), represented by its Board of Selectmen.

WITNESSETH, THAT:

WHEREAS, Section 107 of the River and Harbor Act of 1960, as amended (33 U.S.C. 577) (hereinafter "Section 107"), authorizes the Secretary to undertake construction of small river and harbor navigation projects not specifically authorized by Congress;

WHEREAS, pursuant to the authority provided in Section 107, design and construction of the Great Chebeague Island Navigation Improvement Project, Chebeague Island, Maine (hereinafter the "Project", as defined in Article I.A. of this Agreement) was approved by the Division Commander for the North Atlantic Division (hereinafter the "Division Commander") on June 17, 2021;

WHEREAS, Section 101 of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2211), specifies the cost-sharing requirements applicable to the Project;

WHEREAS, total Federal costs associated with planning, design, and construction of a project pursuant to Section 107 may not exceed \$10,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “Project” means the general navigation features, which includes a channel 10 feet deep at mean lower low water (MLLW) by 100 feet wide from deep water in Casco Bay to the Stone Wharf, widened to 150 feet alongside the wharf, with a turning basin at its head 8 feet deep at MLLW narrowing to 100 feet wide off the cargo ramp, as generally described in the Great Chebeague Island, Maine, Detailed Project Report and Environmental Assessment, dated June 2021 and approved by the Division Commander for the North Atlantic Division on June 17, 2021.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are cost shared and directly related to design and construction of the Project, including mitigation, if applicable. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, and construction (including the costs of alteration, lowering, raising, or replacement and attendant demolition of any highway or railroad bridges over navigable waters of the United States); the Government’s supervision and administration costs; the Government’s costs of removing obstructions acquired by the Non-Federal Sponsor or for which no compensation is owed and no owner can be located; the Non-Federal Sponsor’s creditable costs for providing in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties. The term does not include any costs for operation and maintenance; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Project Coordination Team to discuss significant issues and actions; audits; or additional work, if any; or the Non-Federal Sponsor’s cost for negotiating this Agreement or for providing relocations or real property interests, except for those provided for mitigation. It also does not include any costs for local service facilities or for aids to navigation.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and dredged material placement facilities. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the alteration, lowering, raising, or replacement and attendant demolition of a utility (including privately and publicly owned pipelines, cables, and related facilities located in or under navigable waters of the United States, regardless of whether they serve the general public), cemetery, highway, railroad (including any bridge thereof), or public facility, excluding any highway or railroad bridges over navigable waters of the United States and any structure determined to be an “obstruction” as that term is defined in paragraph I. of this Article.

E. The term “dredged material placement facilities” means the improvements required on real property interests to enable the placement of dredged or excavated material during construction, operation, and maintenance of the Project, including, but not limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes.

F. The term “in-kind contributions” means those materials or services provided by the Non-Federal Sponsor that are identified as being integral to the Project by the Division Commander. To be integral to the Project, the material or service must be part of the work that

the Government would otherwise have undertaken for design and construction of the Project. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for the Project.

G. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

H. The term "Federal Participation Limit" means the \$10,000,000 statutory limitation on the Government's financial participation in the planning, design, and construction of the Project.

I. The term "obstruction" means any structure located in or under navigable waters of the United States that must be removed to construct, operate, and maintain the Project but that does not require replacement because it is no longer needed.

J. The term "additional work" means items of work related to, but not cost shared as part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall undertake design and construction of the Project using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. However, if after completion of the design portion of the Project the parties mutually agree in writing not to proceed with construction of the Project, the parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.C.3. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. The Non-Federal Sponsor shall provide the following, in accordance with the provisions of this paragraph:

1. The Non-Federal Sponsor shall provide 10 percent of construction costs assigned to a channel depth not in excess of 20 feet and 25 percent of construction costs assigned to a channel depth in excess of 20 feet but not greater than 50 feet.

a. In providing in-kind contributions, if any, as part of its cost share, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

b. After considering the estimated amount of credit for in-kind contributions, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor for the then-current fiscal year. No later than 60 calendar days after receipt

of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article VI.C.

c. No later than August 1st prior to each subsequent fiscal year of construction, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

2. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests, acquire or compel the removal of obstructions, and perform or ensure the performance of relocations required for construction, operation, and maintenance of the Project. For each relocation of a utility, or portion thereof, located in or under navigable waters of the United States that is required to accommodate a channel depth over 45 feet, the Non-Federal Sponsor shall pay to the owner of the utility at least one half of the owner's relocation costs, unless the owner voluntarily agrees to waive all or a portion of the Non-Federal Sponsor's contribution.

3. The Non-Federal Sponsor shall pay an additional 10 percent of construction costs (hereinafter the "additional 10 percent payment"), less any credit afforded by the Government for the real property interests and relocations, over a period not to exceed 30 years in accordance with Article VI.D.

4. The Non-Federal Sponsor shall construct, operate, and maintain, at no cost to the Government, the local service facilities, including obtaining all applicable licenses and permits necessary for construction, operation, and maintenance of such work.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54

U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. The Government, as it determines necessary and subject to the availability of funds, shall operate and maintain the Project, which includes operation and maintenance of dredged material placement facilities, using funds appropriated by the Congress and, if applicable, funds provided by the Non-Federal Sponsor. The Non-Federal Sponsor hereby authorizes the Government to enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of operating and maintaining the Project. In addition, the Government shall have the full authority and right to operate and maintain or manage dredged material placement facilities including the right to place, remove, use, or reuse the materials therein for any purpose without charge to the Government. The Non-Federal Sponsor shall ensure that use of any additional capacity provided by the Government as additional work under 33 U.S.C. 2326a(a) complies with the operations plan approved by the Government. Except for such additional capacity, the Non-Federal Sponsor shall not place or authorize placement of material in the dredged material placement facilities unless the Government authorizes the placement under 33 U.S.C. 2326a(b) or 33 U.S.C. 1341(c), whichever is applicable. The Non-Federal Sponsor shall not otherwise modify or improve the dredged material placement facilities unless the Government approves the modification or improvement under 33 U.S.C. 408.

F. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions of the parties in the delivery of the Project, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared but shall be included in calculating the Federal Participation Limit. The Non-Federal Sponsor's costs for participation on the Project Coordination Team shall not be included in construction costs that are cost shared and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

H. The Non-Federal Sponsor may request in writing that the Government perform additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work.

I. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of the Federal Participation Limit.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE
WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of the Project. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of the Project. The Non-Federal Sponsor shall ensure that real property interests provided for the Project are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of the Project, and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for the Project.

C. The Government, after consultation with the Non-Federal Sponsor, shall identify obstructions to construction, operation, and maintenance of the Project and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such obstructions and shall provide the Non-Federal Sponsor with a written notice to proceed with acquiring or compelling the removal of such obstructions. The Non-Federal Sponsor shall acquire or compel the removal of such obstructions in accordance with the Government's construction schedule for the Project. If the owner of an obstruction cannot be located, the Government shall remove the obstruction during construction of the Project after following all applicable procedures in Parts 325 and 326 of Title 33 of the Code of Federal Regulations.

D. To the maximum extent practicable, not later than 30 calendar days after the Government provides to the Non-Federal Sponsor written descriptions and maps of the real property interests and relocations required for construction, operation, and maintenance of the Project, the Non-Federal Sponsor may request in writing that the Government acquire all or specified portions of such real property interests, perform the necessary relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States.

1. In General. If the Government agrees to such a request, the Non-Federal Sponsor, in accordance with Article VI.E., must provide funds sufficient to cover the costs of such work in advance of the Government performing the work. The Government shall acquire the real property interests, perform the relocations, or invoke navigation servitude to compel utility relocations or removal of obstructions under navigable waters of the United States, applying Federal laws, policies, and procedures. The Government shall acquire real property interests in the name of the Non-Federal Sponsor except, if acquired by eminent domain, the

Government shall convey all of its right, title and interest to the Non-Federal Sponsor by quitclaim deed or deeds. The Non-Federal Sponsor shall accept delivery of such deed or deeds. The Government's providing real property interests or performing relocations on behalf of the Non-Federal Sponsor does not alter the Non-Federal Sponsor's responsibility under Article IV for the costs of any cleanup and response related thereto.

2. Relocations of Utilities Located in or under Navigable Waters of the United States. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel relocation of utilities located in or under navigable waters of the United States, the Non-Federal Sponsor must demonstrate that it has made a good faith effort to negotiate with the owner(s) for relocation of the utilities; that it lacks authority to compel relocation of the utilities through eminent domain or other legal proceedings; and that payment obligations for relocation costs, as between the Non-Federal Sponsor and the utility owner(s), are clear under the laws of the State of Maine and the terms of applicable non-Federal permits, licenses, or agreements. The Non-Federal Sponsor must also obtain a letter from the State of Maine, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude. The Government's exercise of the navigation servitude to compel relocation of utilities does not negate or otherwise affect the Non-Federal Sponsor's payment obligations for relocation costs under the laws of the State of Maine; the terms of applicable non-Federal permits, licenses, or agreements; or Section 101(a)(4) of the Water Resources Development Act of 1986, as amended (33 U.S.C. 2211(a)(4)).

3. Removal of Obstructions. If the Non-Federal Sponsor requests that the Government exercise the navigation servitude to compel removal of obstructions, the Non-Federal Sponsor must demonstrate that the owner of the obstruction has no compensable interest under the laws of the State of Maine or the terms of applicable non-Federal permits, licenses, or agreements; that it has made a good faith effort to negotiate with the owner(s) for removal of the obstructions; and that it lacks authority to compel removal of obstructions through eminent domain or other legal proceedings. The Non-Federal Sponsor must also obtain a letter from the State of Maine, signed by the governor or a duly authorized state official, concurring in the Non-Federal Sponsor's request that the Government exercise the navigation servitude to compel removal of the obstructions.

E. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander for the New England District (hereinafter the "District Commander") provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND IN-KIND CONTRIBUTIONS

A. The Government, in accordance with the following procedures, requirements, and conditions, shall credit the value of real property interests and relocations required for the Project against the additional 10 percent payment. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for such real property interest.

(1) Date of Valuation. For any real property interests owned by the Non-Federal Sponsor on the effective date of this Agreement and required for construction performed after the effective date of this Agreement, the date the Non-Federal Sponsor provides the Government with authorization for entry thereto shall be used to determine the fair market value. For any real property interests required for in-kind contributions covered by an In-Kind Memorandum of Understanding, the date of initiation of construction shall be used to determine the fair market value. The fair market value of real property interests acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest through negotiation or eminent domain proceedings, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market

value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall credit the incidental costs the Non-Federal Sponsor incurred in acquiring any real property interests required pursuant to Article III for the Project within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, that are documented to the satisfaction of the Government. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.E., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such relocations.

a. For a relocation other than a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the value of the relocation if the Non-Federal Sponsor is responsible for the relocation under applicable principles of just compensation.

b. For a relocation of a utility, or portion thereof, located in or under navigable waters of the United States, credit shall be afforded for the costs borne by the Non-Federal Sponsor but shall not exceed the total value of the relocation as determined by the Government.

c. In general, the value of a relocation shall be equivalent to the costs, documented to the satisfaction of the Government, incurred to provide the relocation. The value may not exceed the amount the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items. For the relocation of a highway or road, including any bridge thereof, that is owned by a public entity, a functionally equivalent facility may be constructed to the current design standard that the State of Maine would apply under similar conditions of geography and traffic load. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

B. The Government, in accordance with the following procedures, requirements, and conditions, shall include in construction costs, the costs for in-kind contributions determined by the Government to be integral to the Project and credit such costs against the non-Federal share of construction costs. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of providing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions, but shall not include any costs associated with betterments, as determined by the Government. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such in-kind contributions. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any in-kind contributions performed prior to the effective date of this Agreement unless covered by an In-Kind Memorandum of Understanding between the Government and Non-Federal Sponsor; for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government; or against the additional 10 percent payment.

C. If the Government exercises the navigation servitude to compel relocation of utilities and removal of obstructions located in or under navigable waters of the United States that interfere with construction, operation, and maintenance of the Project, the Government shall credit the costs incurred by the Government and paid by the Non-Federal Sponsor pursuant to Article III.D. against the additional 10 percent payment.

D. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for real property interests that were previously provided as an item of local cooperation for another Federal project. In addition, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for the cost of real property interests, relocations, or the Government exercising navigation servitude in excess of the additional 10 percent payment.

ARTICLE VI - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs are projected to be \$2,041,000, with the Government's share of such costs projected to be \$1,836,900 and the Non-Federal Sponsor's share of such costs projected to be \$204,100, which includes creditable in-kind contributions projected to be \$0, and the amount of funds to be provided during construction projected to be \$204,100. In addition, the Non-Federal Sponsor's additional 10 percent payment is projected to be \$204,100, reduced to \$204,100 after deducting creditable real property interests and relocations, which are projected to be \$0. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. While undertaking construction, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions;

and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. Payment of Funds for Construction.

1. The Non-Federal Sponsor shall provide funds by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal cost share as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

3. Upon completion of construction of the Project, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor to meet its cost share, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its cost share, including contract claims or any other liability that may become known after the final accounting. If the final accounting determines that funds provided by the Non-Federal Sponsor exceed the amount of funds required to meet its cost share, the Government shall refund such excess amount, subject to the availability of funds for the refund.

D. Payment of Additional 10 Percent.

1. As a part of the final accounting conducted pursuant to Article VI.C.3., the Government shall determine the additional 10 percent payment and then deduct the creditable value, in accordance with Article V, of real property interests and relocations. If the remainder is greater than zero, the Government shall calculate initial annual installments amortized over a period of 30 years using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The payment period begins on the date the Government notifies the Non-Federal Sponsor of the amount of the initial annual installments.

2. The Government shall recalculate the annual installments at five-year intervals by amortizing the outstanding portion of this amount over the remaining portion of the payment period using an interest rate determined in accordance with Section 106 of the Water Resources Development Act of 1986. The Government shall notify the Non-Federal Sponsor in writing of

the recalculated annual installments. The last installment shall be adjusted upward or downward to assure payment of all the indebtedness.

3. The Non-Federal Sponsor shall pay the first installment no later than 30 calendar days after the date of the Government's notification pursuant to paragraph D.1. of this Article, and each annual installment thereafter on the anniversary date of such notification, by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander or providing an Electronic Funds Transfer in accordance with procedures established by the Government.

E. If the Government agrees to provide real property interests or relocations on behalf of the Non-Federal Sponsor, invoke the navigation servitude to compel utility relocations or removal of obstructions, or undertake additional work, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, New England (E6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate construction of the Project unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available for construction the Project are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until there are sufficient funds appropriated by the Congress and funds provided by the Non-Federal Sponsor to allow construction to resume.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to construction of the Project. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this

Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Project. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs, but shall be included in calculating the Federal Participation Limit.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Board of Selectmen
Town of Chebeague Island
192 North Road
Chebeague Island, Maine 04017

If to the Government:

District Commander
New England District
U.S. Army Corps of Engineers
696 Virginia Road
Concord, MA 01742-2751

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.


ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

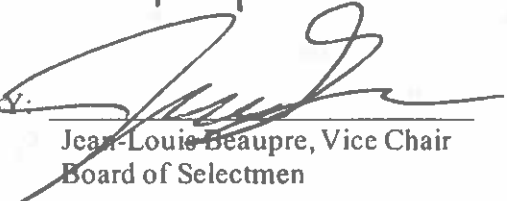
TOWN OF CHEBEAGUE ISLAND

BY: 
John A. Atilano II
Colonel, Corps of Engineers
District Commander


BY: 
Donna Miller-Damon, Chair
Board of Selectmen

DATE: 01 July 2021

DATE: 6/23/21

BY: 
Jean-Louis Beaupre, Vice Chair
Board of Selectmen

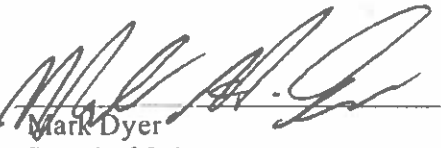
DATE: 6/23/2021

BY: 
Jennifer Belesca
Board of Selectmen

DATE: 6/29/21

BY: 
John "Jay" Corson
Board of Selectmen

DATE: 6/23/2021

BY: 
Mark Dyer
Board of Selectmen

DATE: 6/23/2021

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Donna Miller-Damon, Chair
Board of Selectmen

DATE: 6/23/2021



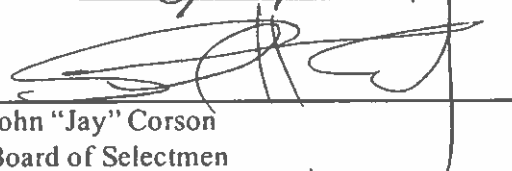
Jean-Louis Beaupre, Vice Chair
Board of Selectmen

DATE: 6/23/2021



Jennifer Belesca
Board of Selectmen

DATE: 6/29/21



John "Jay" Corson
Board of Selectmen

DATE: 6/24/2021



Mark Dyer
Board of Selectmen

DATE: 6/23/2021

CERTIFICATE OF AUTHORITY

I, Natalie L. Burns, do hereby certify that I am the principal legal officer for the Town of Chebeague Island, Maine, that the Town of Chebeague Island, Maine is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Chebeague Island, Maine in connection with the Great Chebeague Island Navigation Improvement Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Town of Chebeague Island, Maine acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
23RD day of JUNE 2021.



Natalie L. Burns
Town Attorney