



Town of Chebeague Island

To: Chair of the Select Board, Robert Earnest
From: Viktoria G. Wood, Town Administrator
Date: January 31, 2025
RE: Town Administrator Report

Committee Members Needed- BOAA needs 2 volunteers. The Planning Board needs 2 volunteers.

Code of Conduct- The board has adopted a code of conduct. The expectation is for the not only the selectboard but all the town boards to abide by them. The plan is to send the information out to all the current boards as well as put it on the town website. With the start of the new fiscal year, every joining board member going forward will be signing the code of conduct with their oaths.

Chandlers Dock Work- On January 30th I learned that work directed by MDOT would begin on February 11th, 2025, at Chandlers Dock. Initially the town was told by MDOT that this project was going to take place in late fall/winter of 2025. I reached out to the Project Manager Nick Masee at Bancroft and asked for information related to what was going to be done. The work will take place off a barge and will focus on the timber piles. They have a limited window of time to get this work done. If it is not done by March, then their window of opportunity is closed until November of 2025. This is the primary change of start date on Chebeague. I was told that this will have no direct impact on the boat, freight or foot traffic on the wharf. I have asked to be added to the list of contacts, so we are kept in the loop about the work and any changes. Bancroft will determine their next steps at the end of March. When the town knows when and what the impact will be on the dock, we will do what we can to let the residents, and the public know. I have reached out to Thomas Stevens, the MDOT representative, and asked for payment timelines.

Broadband/Axiom- I have been in contact with Mark Ouellette from Axiom and we are working on a plan as to how and when Axiom will send the town payments.

Dredging Update- I have recently spoken to Jordan Macy, Project Manager at US Army Corps of Engineers and received a brief update on the dredging. While the work on Chebeague Island is 100% complete, the Army Corps still has pending litigations they are working out. Attached you will find a quarterly statement from the Army Corps. To date, the town has contributed \$394,361.45 to the project and the total cost has been \$2,537,500. Eelgrass Mitigation and a contractor claim are the outstanding items that are holding things up to close out the project. Army Corps is trying to resolve the eelgrass mitigation by showing the efforts that have been put in and to receive credit for those efforts. It very well may be that there are no additional costs to come from this. The Department of Justice is now handling the claim, and the Army Corps have filed a counter claim and are working with the Dept of Justice to build a case against the original contractor. (*Burnham Associates Inc. v.*

United States, Civil Action No. 24-cv-12129 filed in the U.S. District Court of Massachusetts.) If the Army Corps is successful, the remaining balance for the town would be \$113,138.55 which is in the Dredging Reserve Account. I was told it may take years for the resolution to happen. Hopefully we will know more in the spring.

FEMA Update- I met with Marisol Rodriguez about the status of the various FEMA projects in the town. We spoke about all the projects, I provided detailed updates on all of them, where things stand and the next steps for the town. September 2025 is the deadline for projects to be completed. If by July or August, the town does not have them completed, it will likely not, then a simple extension is filed with the State of Maine. At this point, some of the projects have been obligated which means that we can ask MEMA to draw down the money. I have reached out to MEMA, and they are aware of it, but no drawdowns have yet to take place for this disaster, but we should expect to in the next few months.

Below is a breakdown of the 3 of the 6 largest costs and the expected funds. There was a brief freeze on Federal funds and the hope is that does not happen before the town is able to receive money. The mitigation proposals have or will be shared with the engineers and contractors who will be hired to make them aware of FEMA's proposals and remain within the perimeters to ensure the town receives the mitigation funds.

South Shore Drive

Pre Storm-Conditions - \$486,000

Mitigation -\$462,000

East Shore Drive

Pre Storm-Conditions - \$100,000

Mitigation -\$59,000

Stone Wharf

Pre Storm-Conditions - \$152,000

Respectfully submitted,
Viktoria Wood



Town of Chebeague Island

To: Chair of the Select Board, Robert Earnest
From: Viktoria G. Wood, Town Administrator
Date: January 31, 2025
RE: Barging Memo

The purpose of this memo is to provide a very brief outline of how the selectboard got here relative to Bennetts Cove Barging and what the expected outcome is from this meeting on February 5th, 2025.

In July 2024 Town Signed a proposal for consulting services with GEI for Bennett's Cove Barge Landing Feasibility Assessment. Report was provided to the town in November of 2024. Working with GEI, the town set up a presentation date. In January 2025, Lisa Vickers, Senior Coastal Professional from GEI came to Chebeague and presented the findings at the Hall.

The next step is for the board to decide which, if any, of the recommendations they would like to proceed with. Below is some basic information for each of the 3 recommendations made by GEI.

The information has been taken from the *Feasibility Analysis Report- Bennetts Cove Barge Landing* dated November 18th, 2024. The full report is available on the Town Website.

There are 3 options to determine, if any, the board wants to proceed with.

Option 1

Subsurface Alternative #1
SAND/GRAVEL RAMP WITH IMPROVED SUBGRADE

Option 2

Subsurface Alternative #2
PERMANENT RAMP WITH CONCRETE PLANKS INSTALLED BELOW GRADE

Option 3

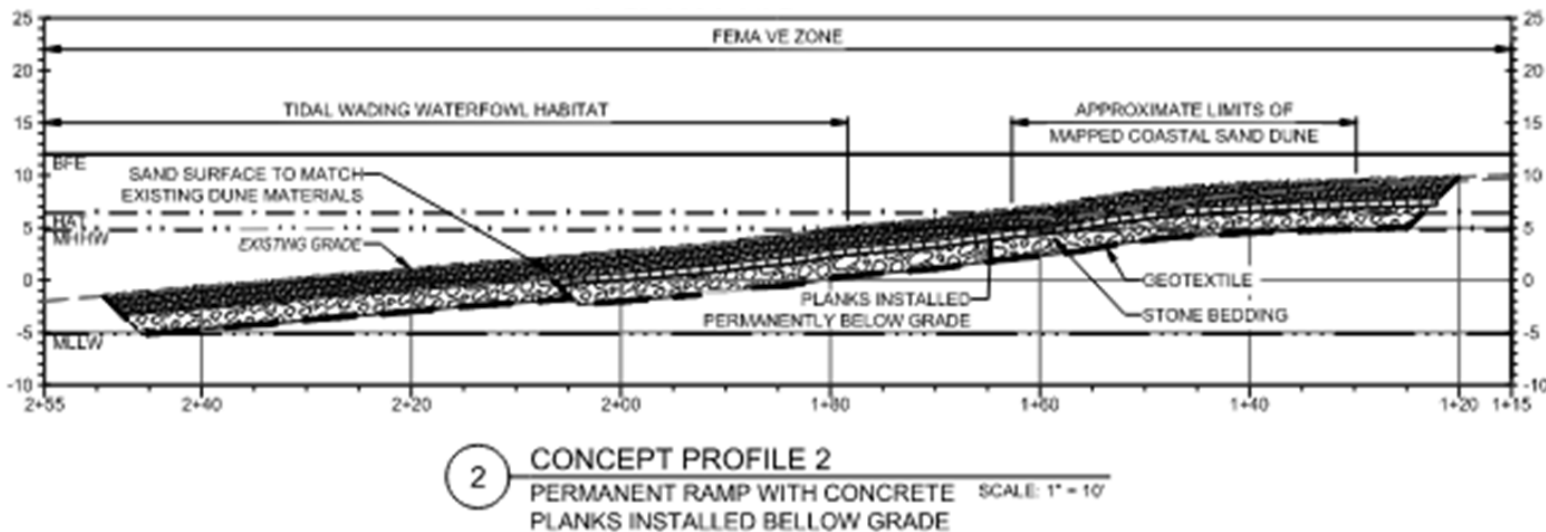
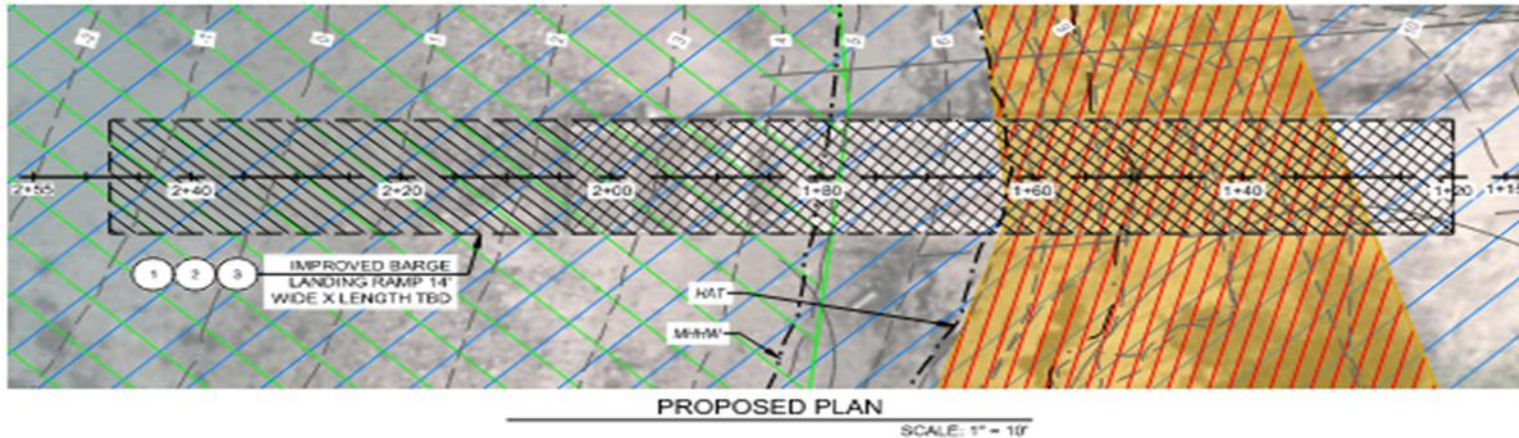
Permanent Alternative

Below are the images from GEI that presented a brief synopsis of each.

Option 2

Subsurface Alternative #2

PERMANENT RAMP WITH CONCRETE PLANKS INSTALLED BELOW GRADE



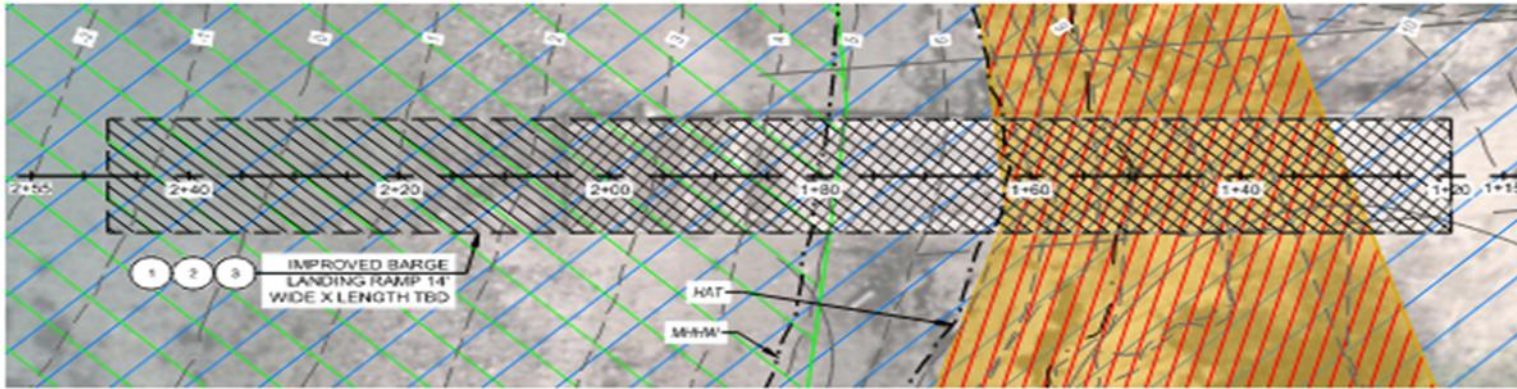
May be permissible.

Additional engineering and design would be required to determine the necessary dimensions that will meet the project purpose and minimize impacts to the natural resources at the site.

Landing could be improved with a subgrade consisting of stone bedding and geotextile fabric and overlaid with a sand surface to match the existing dune and intertidal substrates.

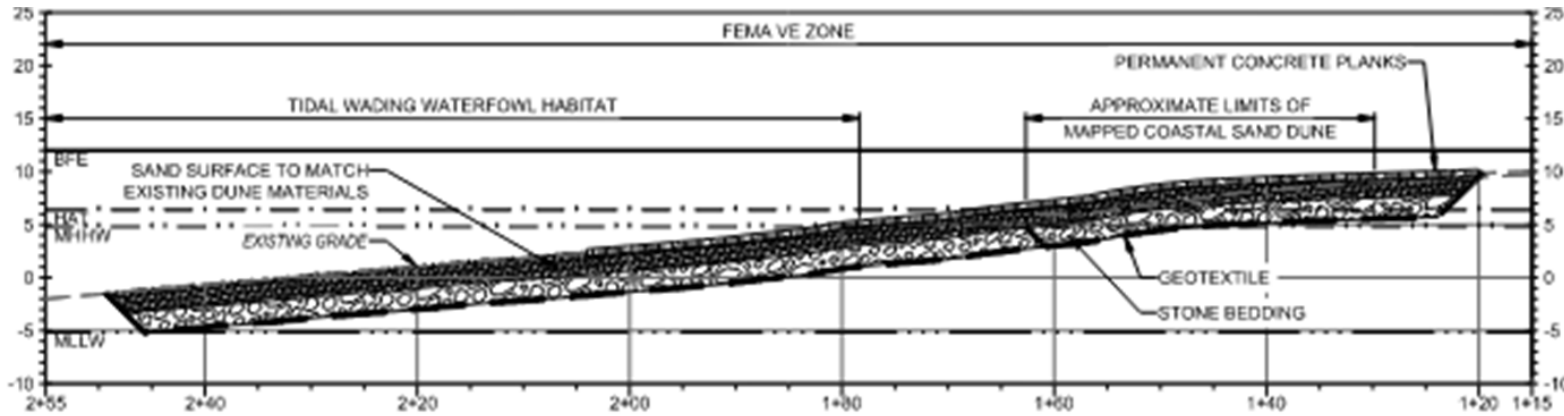
Will provide the barge landing site with a more robust subsurface to accommodate the landings and protect from future erosion.

Option 3 Permanent Alternative



PROPOSED PLAN

SCALE: 1" = 10'



3
CONCEPT PROFILE 3
 PERMANENT RAMP WITH CONCRETE
 PLANKS AT SURFACE

SCALE: 1" = 10'

Have been told that most likely this will NOT be permissible.

Improvement of the existing subgrade with stone bedding and geotextile fabric and the placement of permanent concrete planks at the existing grade.

January 24, 2025
Project No. 2405863

VIA EMAIL: townadmin@townofchebeagueisland.org

Viktoria Wood, Town Administrator
Town of Chebeague Island
192 North Road
Chebeague Island, ME 04017

Re: **Amendment No. 1 – Proposal for Design and Permitting Consultant Services
Bennetts Cove Barge Landing
Chebeague Island, Maine**

Dear Viktoria,

GEI Consultants, Inc. is pleased to submit this contract amendment to provide professional consultant services for design and permitting associated with maintaining a barge landing located off Bennett's Cove Road, Chebeague Island, Maine.

Project Understanding

Bennetts Cove has supported barge operations for decades that provide critical services for the Town as well as for community members at-large. Recent storms impacted the ability for the current barge operator to use the site for barge landings. Further, more robust permanent improvements to the barge landing facilities may be limited since the area is mapped within natural resources that require regulatory oversight from local, state, and federal agencies.

Based on GEI's review of Bennetts Cove and preliminary design efforts, we understand the Town of Chebeague Island (CLIENT) is interested in potentially improving the existing barge landing subsurface and sand/ gravel surface. In support of this, the Town is seeking a preliminary cost estimate for the engineering, design, and permitting for the barge landing. Based on GEI's understanding of the CLIENT's project goals, we recommend the following Scope of Work, Schedule, and Estimated Costs.

Scope of Work

Task 1 – Site Investigations

1.1 Kickoff Meeting

GEI will facilitate a kickoff meeting with CLIENT to review project scope, schedule, and goals. The meeting will be held onsite at Bennetts Cove and will occur the same day as Tasks 1.2 and 1.3. During the

kickoff meeting, desired design parameters for the project will also be reviewed to confirm items including barge landing length and width, goals for usability (tidal range, seasonal limitations), and other pertinent factors.

1.2 Field Observations and Source Material Research

GEI will collect updated information related to the existing upland, coastal sand dune, intertidal and subtidal conditions, and photo-document these conditions in support of permit applications. In addition, GEI will collect sediment material samples along a transect within the approximate barge landing location to evaluate grain size. Data will be submitted to local quarries to review grain size analysis and confirm availability and volume. Proposed barge landing surface material will meet the textural and color characteristics of the beach and dune sediments.

1.3 Drone Survey

GEI will complete a low-tide drone flight over the project area to capture topographic survey data and aerial imagery. The drone flight will be scheduled to correspond to a low negative tide to allow for collection of shoreline topography and shallow bathymetric data.

Task 2 – Design Development

The primary component of the design includes the improvement of the subgrade at the barge landing location with a gravel and sand surface. It is assumed that the upgraded barge landing will remain at or near the same location and alignment as the existing location that is used for barge landings.

- GEI will review topographic information from Task 1, exposure conditions, and industry design standards to develop an overall plan, profile, and cross-sections for the proposed barge landing improvements.
- Plans will be developed and will be of sufficient detail to support regulatory permit applications and applications for funding future phases of permitting, design, and construction.
- GEI will submit draft design drawings to the Town and coordinate a virtual review meeting with Town officials to review and receive comments on the proposed design.
- Plans will be revised based on the Town’s review comments for inclusion in permit applications.
- GEI will prepare a preliminary construction cost estimate for barge landing improvements as part of this task.

Task 3 – Permit Applications

GEI will prepare and file the following regulatory permit applications:

- Maine Department of Environmental Protection (MDEP) – Natural Resources Protection Act (NRPA) Coastal Sand Dune Application.
- U.S. Army Corps of Engineers (USACE) – Maine General Permit Pre-Construction Notification (PCN).

- Town of Chebeague Island – Shoreland Zoning and Floodplain Development Permit Applications.
- A budget allowance of \$1,500 for permit-related fees and expenses has been included. Actual costs incurred will be billed in accordance with GEI’s fee schedule and terms and conditions.

It must be recognized that each project is unique and the input necessary to satisfy regulatory agencies may vary. If permitting efforts are required beyond application submissions and attendance at regulatory review meetings, the additional scope will be re-evaluated with the CLIENT.

Assumptions

- Project area is limited to the barge landing and immediate adjacent area.
- We assume that CLIENT holds Right, Title, and/or Interest (RTI) in the project area and the Town will provide sufficient documentation to support permit applications. Additionally, GEI assumes that any boundary survey and/or identification of right, title, or interest in the project area will be handled separately by the Town outside of GEI’s scope of work for this project.
- CLIENT will provide GEI with access to all project area facilities.
- If winter conditions prevent GEI from evaluating site conditions required to support Task 1.2, the anticipated schedule for completion of tasks may be adjusted as agreed upon between GEI and the CLIENT.
- Preparation of final design drawings, specifications, and bid documents are beyond the scope of this project.
- No additional geotechnical investigations are proposed as part of the proposed scope of work for this phase.

Schedule

GEI is prepared to begin work upon receipt of a signed copy of the Standard Professional Services Agreement. Work will be performed in 2025. We anticipate the following general milestones:

- Notice to Proceed (NTP) February 2025
- Task 1: Site Investigations 1 month from NTP*
- Task 2: Design Development 2 to 3 months from NTP
- Task 3: Permit Applications 4 months from NTP

**Weather permitting*

Budget

GEI will perform the above scope of work under Amendment No. 1 on a time and expenses basis. Our estimated budget to complete Amendment No. 1 is \$37,000. Services will be billed based on GEI’s 2025 Maine Fee Schedule and Payment Terms (Appendix A). GEI will inform the Town of any changes in project scope that may result in costs exceeding the budgetary estimate. An estimated breakdown of the cost for each task, including direct expenses, is provided below.

Task	GEI Labor and Expenses
1. Site Investigations	\$5,600
2. Design Development	\$14,200
3. Permit Applications	\$14,700
Estimated Non-Labor Expenses	\$2,500
Total	\$37,000

Invoices will be submitted monthly based on the estimated percent complete at the end of the billing period. Payment is due within 30 days of the invoice date.

Additional services beyond those included in this proposal will be negotiated with CLIENT.

Contract Budget Summary

The original Contract Agreement total was in the amount of \$15,000. Contract Amendment No. 1 is in the amount of \$37,000. Contract work inclusive of the original Contract agreement and subsequent Amendment No. 1 is \$52,000.

Terms and Conditions

CLIENT recognizes that property on the Maine coast, notwithstanding engineering measures to provide shorefront and structure resiliency, may be exposed to extreme flood and/or tidal elevations, currents, and ice forces that in combination or separately may lead to damage or loss for which GEI Consultants, Inc. cannot be held responsible.

These services will be provided in accordance with our previously agreed upon Standard Professional Services Agreement signed July 18, 2024. If this proposal is acceptable to you, please return a signed copy of this proposal, which will serve as our contract and notice to proceed.

We appreciate the opportunity to submit this proposal. If you have any questions, please feel free to contact Lisa Vickers at lvickers@geiconsultants.com or at 207.615.1527.

Sincerely,

GEI Consultants, Inc.



Daniel J. Bannon, P.E., CFM, BC.PE
Coastal Practice Leader



Lisa C. Vickers
Senior Coastal Professional

LCV/DJB:bdp

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Appendices

Appendix A 2025 Maine Fee Schedule and Payment Terms

Accepted by:

Town of Chebeague Island

(Signature)

(Title)

(Typed/Printed Name)

(Date)

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Appendix A 2025 Maine Fee Schedule and Payment Terms

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> \$ per hour
Staff Professional – Grade 1	\$ 116
Staff Professional – Grade 2	\$ 129
Project Professional – Grade 3	\$ 151
Project Professional – Grade 4	\$ 163
Senior Professional – Grade 5	\$ 188
Senior Professional – Grade 6	\$ 213
Senior Professional – Grade 7	\$ 245
Senior Consultant – Grade 8	\$ 250
Senior Consultant – Grade 9	\$ 250
Senior Principal – Grade 10	\$ 250

Senior Drafter and Designer	\$ 140
Drafter / Designer and Senior Technician	\$ 126
Senior Field Professional	\$ 140
Field Professional	\$ 130
Technician	\$ 90
Project Assistant, Administrative Staff	\$ 120
Office Aide	\$ 82

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend into the next calendar year. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.



Town of Chebeague Island

To: Chair of the Select Board, Robert Earnest

From: Viktoria G. Wood, Town Administrator

Date: January 31, 2025

RE: Proposed Parking and Traffic Ordinance Changes Memo

The current proposed changes to the Parking and Traffic Ordinance are located on page 4 of the Ordinance.

All the spaces on Stone Wharf shall be reserved for residents only (See attachment B).

- A. For this purpose, a resident is considered someone who falls into one or more of the following categories below:
- A registered Voter on Chebeague Island
 - Taxpayer of Chebeague Island
 - Has a valid Maine Driver's License and/or Vehicle Registration on Chebeague Island.
- B. A proof of residency must be approved by the Town Administrator or an individual designated by the Town Administrator. Upon approval, a free sticker will be provided. The sticker must be placed in the front windshield of the vehicle.
- C. All outstanding parking tickets must be paid in full.
- D. Excludes handicapped and the 2 CTC parking spaces.

This ordinance is the only ordinance the selectboard has the authority to change without the Town Meeting approval. The purpose of these proposed changes is to allow residents better accessibility to parking at the Stone Wharf. The goal is to give this a try and see if it would help in any way. With the significant increase in commercial vehicles and commuters to the island, it has made it a challenge for island residents to have accessible parking spaces closer to the boat. This change is not intended to be permanent but more of a trial run until the spring. In the spring, the board can re-visit the discussion.

It is known to all that parking on the Stone Wharf is a challenge and one that may always be one to resolve. The only way to learn whether things can improve or not is to try new things. We value your input and welcome any suggestions residents or no residents may have.

Respectfully submitted,
Viktoria Wood

TRAFFIC AND PARKING ORDINANCE

of the Town of Chebeague Island
MAINE

Adopted by the Town Meeting: 1/9/2010

Effective: 1/9/2010

Amended by Selectmen:

10/09/2013

2/13/2019

08/07/2024

02/05/2025

Attest:

Town Clerk _____

Seal:

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

SECTION 101. TITLE

This Ordinance shall be known as and may be cited as the “Traffic and Parking Ordinance in the Town of Chebeague Island, Maine,” and shall be referred to herein as “this Ordinance” or “this chapter”.

SECTION 102. PURPOSE AND AUTHORITY

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

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

SECTION 103. DEFINITIONS

- a) The definitions contained in Title 12-A M.R.S.A. for terms not otherwise defined in this chapter shall govern the construction of words contained in this Ordinance. Any words not otherwise defined therein shall be given their common and ordinary meaning.
- b) Compact Vehicle - Any vehicle that is less than 15’ in overall maximum length.

SECTION 104. TOWN ROADS

- a) Speed Limits - The Maine Department of Transportation has established the speed limit on the Town Roads of Chebeague Island to be 30 MPH. The Board of Selectmen may, from time to time, petition the Department to change the posted speed limit.
- b) Plowing of Snow – Title 29-A M.R.S.A. Chapter 21, Subchapter 2396 prohibits any person from placing in the public way snow or slush that has not accumulated there naturally. A violation of this section and 29-A M.R.S.A. Subchapters 103 and 104 state that the exclusive penalty for which is a fine of not less than \$25, nor more than \$500, suspension of license, or both.
- c) Parking on Town Roads – It shall be unlawful to park a motor vehicle within the right-of-way of any town road so as to impede or create unsafe conditions for travel, maintenance, or emergency vehicle access.
- d) No overnight parking will be permitted on any town roads except Wharf Rd.

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

- e) Driver-attended parking (staging) shall be allowed on South Rd near the intersection of Deer Point and Bennetts Cove Rd. in the event a vehicle needs to wait for the Barge. No overnight parking shall be permitted in this area.

SECTION 105. STONE WHARF AREA

It shall be unlawful to park a motor vehicle to block or restrict access to the Stone Wharf landing, ramp or pier. Vehicles cannot be left unattended outside of regularly marked parking spaces.

- a) Bicycles shall be parked only at a rack placed in a location on Stone Wharf.
- b) A designated area will be provided for mopeds and scooters at Stone Wharf.
- c) Motor vehicles shall be parked for no more than twenty-four (24) hours on the Stone Wharf or on the Wharf Road.
- d) A pedestrian safety zone six (6) feet wide is hereby established on the west face of the Wharf, as shown on the Stone Wharf Parking Plan. (Attachment A)
- e) Five (5) parking spaces on the east face of the wharf shall be reserved for the use of handicapped people.
- f) Two (2) parking spaces shall be reserved for the captain and crew of the Chebeague Transportation Company on the south face of the wharf. (Attachment A)
- g) No vehicle shall be left parked and unattended in any area that is not identified in Attachment A as a regular or reserved parking space. Parking shall be permitted on the South shoulder of Wharf Road, and no parking shall be permitted on the North shoulder.
- h) Police, fire, rescue and other emergency vehicles and equipment shall be exempt from this ordinance during times of emergency or official duties.
- i) The areas shown on the Stone Wharf Parking Plan designated as “Seasonal Trap Loading” Area shall be reserved for loading and unloading only. No cars may be left parked and unattended in this area.
- j) Between Memorial Day and Labor Day, the “Seasonal Trap Loading” Area as shown on the Stone Wharf Parking Plan shall be limited to a staging area for those picking and dropping people up from the boat. There shall be no unattended parking. (Attachment A)
- k) During the months of June and November, the “Seasonal Trap Loading” Area as shown on the Stone Wharf Parking Plan shall be limited to temporary use to allow fishermen access to load and unload gear. The Seven (7) spaces north of the barge ramp shall be “No Parking – June and November” as depicted on Attachment A.
- l) No person shall leave any commercial fishing equipment standing for a period more than forty-eight (48) hours anywhere on Stone Wharf.
- m) There shall be no overnight parking for commercial vehicles with trailers. All commercial vehicles shall park in parallel spaces on Stone Wharf Road. This includes but is not limited to commercial trucks, vans and large size vehicles.

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

- n) ~~The Seven (7) parking spaces to the right of the handicapped spaces shall be designated as “commuter parking only”. Full time employment requiring commuting from Chebeague must be verified with the Town Administrator. Upon verification, a commuter shall receive a sticker allowing for parking in the designated area. (Attachment A)~~

All the spaces on Stone Wharf shall be reserved for residents only (See Attachment B).

- A. For this purpose, a resident is considered someone who falls into one or more of the following categories below:
- A registered Voter on Chebeague Island
 - Taxpayer of Chebeague Island
 - Has a valid Maine Driver's License and/or Vehicle Registration on Chebeague Island.
- B. A proof of residency must be approved by the Town Administrator or an individual designated by the Town Administrator. Upon approval, a free sticker will be provided. The sticker must be placed in the front windshield of the vehicle.
- C. All outstanding parking tickets must be paid in full.
- D. Excludes handicapped and the 2 CTC parking spaces.

SECTION 106. CHANDLER’S COVE WHARF AREA

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

SECTION 107. INDIAN POINT AREA

- a) No vehicles shall be parked and left unattended in front of any driveway and the chain linked fence across Indian Point Rd.
- b) Any additional parking beyond Four (4) spaces will take place on North Rd. on the straight section of the road.

SECTION 108. BENNETT’S COVE AREA

- a) Overnight Parking of vehicles (12 midnight through 7:00 am) on Bennett’s Cove Road is prohibited.
- b) Parking vehicles in the turnaround area at the foot of Bennett’s Cove Road is always prohibited.
- c) Two (2) parking spaces shall be reserved for the use of handicapped people.

SECTION 109. ADMINISTRATION AND ENFORCEMENT

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

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

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

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

SECTION 110. PENALTIES

Any violation of this Ordinance shall be a civil infraction subject to a fine of not less than \$20 and not more than \$500. Each violation shall be deemed a separate offense. After 2 consecutive days (48 hours) of violation, the fine shall increase. In addition to any fine, the municipality may seek restitution for the cost of repairs to any damaged way or related structure and reasonable attorney fees and costs. Prosecution shall be in the name of the municipality and shall be brought in the Maine District Court.

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

- \$20 Parking in a no parking area
- \$20 Overtime parking (more than 24 hours)
- \$50 Overnight parking after 2 consecutive days (more than 48 hours)
- \$50 Parking in a handicapped parking space
- \$20 Parking in a loading zone

SECTION 111. AMENDMENTS

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

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

SECTION 112. SEVERABILITY

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

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

ATTACHMENT A



Attachment B



Resident-only Parking Area
Stone Wharf, Chebeague Island
January 2025

SYSTEM SALES AGREEMENT

BETWEEN

TOWN OF CHEBEAGUE, MAINE

AND

RADIO COMMUNICATIONS MANAGEMENT, INC.

THIS AGREEMENT is entered into this 29th day of January 2025 by and between Town of Chebeague, a municipality of the State of Maine, whose business address is 192 North Rd., Chebeague, Maine 04017 (“Town”) and Radio Communications Management, Inc, a Maine corporation, located at 158 Rand Road, Portland, ME (“RCM”) enter into this System Sales Agreement (“Agreement”), pursuant to which the Town will purchase, and RCM will sell the Communications System, as described below. RCM and the Town may be referred to collectively as “Parties.”

For good and valuable consideration, the Parties agree as follows:

The Town hereby engages RCM, a wireless communications firm, to implement the proposed Town of Chebeague Communications System, including equipment and installation services, progress reports and meetings, project schedule, testing, acceptance, documentation, and warranties; RCM hereby accepts such work, subject to the terms and provisions of this Agreement.

RCM may proceed with the project based on the below terms:

Section-1 Contract Documents

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A and preceding documents will be resolved in the order in which they are listed below.

Exhibit-A Scope Detailed Pricing

Section-2 SCOPE OF AGREEMENT AND TERM

2.1. SCOPE OF WORK. RCM will provide, ship, optimize and test the Communications System, and may sub-contract performance of any portion of the Work all in accordance with this Agreement.

2.2 TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of Finalization of Installation.

2.3 ADDITIONAL WORK. The Town may desire to have RCM perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Additional Work and will be specified in a written supplement that will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Town. Any dispute as to whether work is Additional Work or work already covered under this Agreement shall be resolved before the work is undertaken. Performance of the work by RCM prior to resolution of any such dispute shall waive any claim by RCM for compensation as Additional Work.

2.4 SUBSTITUTIONS. At no additional cost to the Town, RCM reserves the right to substitute any Equipment, Software, or Services to be provided by RCM, but only if the substitute meets the specifications and is of equivalent or better quality and value than the original Equipment. Any such substitution may be reflected in a Change Order with prior written approval of the Town.

Section-3 PAYMENT OF AGREEMENT PRICE

3.1. AGREEMENT PRICE. The aggregate purchase price to be paid by the Town to RCM for the Communications System is **\$30,022.77** in accordance with Exhibit-A.

3.2 PAYMENT SCHEDULE FOR SYSTEM. The Agreement Price for the System Infrastructure shall be earned and invoiced in the following installments:

Project Total	\$150,113.86
40% - Upon completion of Project (Cumberland Responsibility)	- \$60,045.54
40% - Upon completion of Project (Yarmouth Responsibility)	- \$60,045.54
20% - Upon completion of Project (Chebeague Responsibility)	- \$30,022.77

3.3 PAYMENT TERMS. RCM shall issue the Town invoices in connection with each of the foregoing installments, and the Town shall pay such invoices in full, without set-off, holdback, deduction or delay, within thirty (30) days of the date of each such invoice.

15.15 SIGNATURES. Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Agreement. Any information of notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such Parties and/or addresses as they may subsequently designate.

The Parties hereby enter into this Agreement as of the Effective Date.

Town of Chebeague

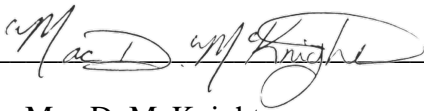
RCM

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Mac D. McKnight _____

Title: President _____

Date: 01/29/2025 _____

EXHIBIT-A

Scope Detailed Pricing

Chebeague Common Equipment

Antennas	\$	18,218.00		\$ 18,218.00
Antennas labor	\$	3,893.00		\$ 3,893.00
Combiner	\$	38,974.00		\$ 38,974.00
Combiner labor	\$	420.00		\$ 420.00
GPS	\$	9,292.57		\$ 9,292.57
AC/DC Power distribution	\$	4,567.00		\$ 4,567.00
Grounding/AC protection	\$	1,977.00		\$ 1,977.00
Grounding/AC protection labor	\$	460.00		\$ 460.00
DC Rectifier	\$	17,264.00		\$ 17,264.00
Batteries	\$	7,218.46		\$ 7,218.46
Shipping	\$	1,715.97		\$ 1,715.97
				\$ 104,000.00

Chebeague Extras (Electrical, Ice Bridge, Prep Work, Antenna Entry Install)

QTY	Part Number	Description	Cost Each	Cost Ext
1	subcontractor	CHEBEAGUE ELECTRICAL UPGRADES - Furnish Materials & Labor for Install	\$ 15,692.86	\$ 15,692.86
1	Included	RAB Entra 12/PC exterior light with photocontrol	\$ -	\$ -
1	Included	Lithonia CSS-L48-AL03-mvolt-SWW3 LED strip light	\$ -	\$ -
1	Included	Exit Emergency light	\$ -	\$ -
1	Included	Smoke detector	\$ -	\$ -
2	Included	Ground rods	\$ -	\$ -
1	Included	20 circuit SquareD QO main breaker panel	\$ -	\$ -
1	Included	60A non-fusible Nema1 disconnect	\$ -	\$ -
1	Included	60A Nema3 non-fusible disconnect with service receptacle	\$ -	\$ -
5	Included	Interior duplex outlets	\$ -	\$ -
1	Included	40A feed to RCM power supply equipment	\$ -	\$ -
1	Included	50A 250V 2 pole 3 wire outlet	\$ -	\$ -
1	Included	50A 250V 2 pole 3 wire cord cap & whip	\$ -	\$ -
1	Included	20" x 1/4" ground bar	\$ -	\$ -
2	Included	Internal ground bar / External ground bar	\$ -	\$ -
1	Included	240V 20A feed to heat pump condenser	\$ -	\$ -
1	GRS7	This ice bridge channel is used to protect and support horizontal cable runs.	\$ 381.43	\$ 381.43
2	HHD12-K	Cantilever kits are used with pipe columns to support ice bridge channels	\$ 141.57	\$ 283.14
3	VT12	This trapeze kit is used to organize and support cable runs under ice bridge channels.	\$ 85.00	\$ 255.00
1	CR-EW12-G	Cable Runway End Wall Support Kits	\$ 8,871.43	\$ 8,871.43
1	CR-12-G	Cable Runway Straight Section	\$ 340.00	\$ 340.00
6	CR-HANG12	Cable Tray Ceiling Hanger Kits	\$ 45.36	\$ 272.16
6	CR-SUP12	Cable Tray Runway Support Kits	\$ 74.64	\$ 447.84
6	G12R-12	Stainless Steel Threaded Rods	\$ 7.21	\$ 43.26
1	CR-NEO	Cable Tray Neoprene End Cap (10 Pack)	\$ 113.71	\$ 113.71
1	TINMG212U-K	1/4" x 2" x 12" Tinned Ground Bar with Insulators and Brackets	\$ 137.07	\$ 137.07
1	2T-100	2 AWG Green Tinned THHN	\$ 964.29	\$ 964.29
6	HL214	Two-Hole Compression Lugs	\$ 2.54	\$ 15.24
1	Freight	Freight	\$ 792.86	\$ 792.86
4	B400	4" Assembly boot	\$ 36.43	\$ 145.72
1	E575	4" Aluminum Entry Panel (4 Port)	\$ 123.57	\$ 123.57
1	Install Parts	Concrete, hardware, accessories, etc.	\$ 857.14	\$ 857.14
20	Installation Crew	(x2) Build Crew	\$ 285.71	\$ 5,714.20
20	Technician	Senior Technician	\$ 164.29	\$ 3,285.80
1	Barge Transport	Transport Fee (Vehicle Transport)	\$ 857.14	\$ 857.14
				\$ 39,593.86
1	Subcontractor	HVAC - Mitsubishi MUZ-FS06 6,000 BTU SINGLE Zone	\$ 6,520.00	\$ 6,520.00
				\$ 6,520.00

To: GEI
From: Board of Selectmen
Date: 5 February 2025
Re: Stone Wharf Master 30% Design Guidance

Background

Over the past decade a number of conceptual and engineering designs related to the Stone Wharf, parking and Wharf Road have been developed for the Town of Chebeague Island including:

- Sevee & Maher Engineers - **Golf Course Parking Design** (2016)
- Collins Engineers **Stone Wharf Master Plan** (2018)
- Wright Pierce **Stone Wharf Assessment and Preferred Alternative Design**. (2022)
- Sevee & Maher Engineers **Wharf Road Reconstruction Design** (2022)
- Weston & Sampson. **Stone Wharf Improvement Project** (2024)

To date, the town has not landed on a single design proposal to move forward with. In 2025 the town engaged GEI to develop a 30% design for improvements at the Stone Wharf, Wharf Road and the associated parking and traffic flow. The purpose of this memo is to provide GEI guidance from the Selectboard about the important elements of the project design and cost thresholds to inform them in their development of a 30% design for the Stone Wharf, Wharf Road and parking facilities. Based on the work done to date the Selectboard is outlining their relevant recommendations and design features.

Overall Project Design Goals (in order of priority)

1. Improve Public Safety - especially pedestrian by segregating pedestrians from vehicles as much as feasible
2. Improve Traffic Flow- provide a circular pattern of traffic flow.
3. Incorporate Climate Resilience to projected sea level rise and storm surge
4. Provide space and facilities to support Commercial Fishing activities.
5. Improve and expand Parking.
6. Develop a Phased approach to accommodate incremental improvements over time.

Fiscal Capacity

To complete the 30% design the Board recommends a project target cost of no more than

_____.

Design Criteria

The consensus of the Selectboard is that that Public Safety should be the top design criteria. Beyond that the Board agreed that the other design criteria should be applied but choose not to prioritize them.

Public Safety

Public safety is a priority concern, and considerations include pedestrian and automobile interactions, emergency vehicle access, lighting, dunnage handling and pick-up/drop-off solutions.

Traffic Flow

In addition to traffic flow patterns to improve public safety and parking, traffic flows should reduce congestion and confusion. Queuing for barge and boat ramp should be addressed. Consider the impact of changing the access point to the CTC float to a point Southeast along Wharf so that ferry traffic doesn't have access the narrow finger of the wharf.

Design Horizon and Design Flood Elevation (DFE)

Similar to other Maine coastal communities, due to cost considerations, the SB recommends adopting a design time horizon of 25 to 35 years for improved resilience to sea level rise. At a minimum the DFE should be adequate to address projected SLR conditions over this horizon during non-storm conditions.

Maintain Existing Footprint

Due to cost constraints and permitting considerations the Selectboard recommends maintaining the current footprint of the wharf. The SB recognizes that incorporating a circular traffic flow into the existing footprint may reduce parking at Stone Wharf.

ADA Compliant Ramps

ADA compliant access (or as close to ADA compliant as is feasible), including 80-foot ramps or equivalent, should be incorporated into to the 30% design. Also, the ramps should accommodate simultaneous up/down pedestrian flow

Commercial Fishing

Maintaining access and facilities to support for commercial fisherman is a goal. The important considerations are gear load outs access to vehicles by land-based services such as mechanics, welders, divers, electrical (110 Volt) power access and tender (punt) tie-up services.

Parking Capacity

The current parking capacity is 98 cars, including 7 handicapped accessible spaces. The 30% design should present two options -one with and one without the additional parking on the "Golf Course" property. The design of additional parking on the Golf Course property should incorporate the existing agreement between the Holmbom and the Town to limit parking to 40 spaces and to 24 hours maximum. (Attached is TOCI/Holmbom et al dated 2/13/2017)

Wharf Road Widening and Parking

Using the Sevee and Maher work to date as basis, GEI should incorporate the upgrades to Wharf Road into the overall 30% design.: The redesigned Wharf Road should include: two lanes of traffic; one “lane” of parallel parking; and a dedicated segregated pedestrian walkway. As part of this design, the intention is to redirect golfers away from traffic near the Stone Pier by providing a pedestrian way on the cove side of any parked cars for golfers to get to and from the 7th tee box.

Maintain 7th Tee

The town anticipates granting an easement to GCGC allowing perpetual use of the small portion of the Stone Wharf currently used by GCGC as the tee box for the 7th hole of the golf course.

Barging Operations

The design should maintain the current capacity and capability of the current boat/barge ramp and include consideration of the potential to enhance the existing barge ramp to accommodate increased traffic. The Stone Wharf boat/barge ramp should accommodate heavy freight such as modular homes units and anything that cannot be transported as dunnage on the ferry.

Ferry and Water Taxi

The Chebeague Transportation Company facilities should be enhanced to the extent it is possible to facilitate passenger embarking and disembarking and dunnage handling. Other considerations are secure foul weather tie-up and electrical (110 Volt) power access.

Small Boat Usage

The number of boats currently supported as transient and seasonal tie-ups should be maintained. Although not a priority, replacement or alternatives to the existing wave-break should be considered