

WISCASSET SELECT BOARD
TAX ASSESSORS AND OVERSEERS OF THE POOR
JULY 10, 2018

Preliminary Minutes

Present: Kim Andersson, Bob Blagden, Kathy Martin-Savage, Vice Chair Ben Rines, Jr., and Town Manager Marian Anderson

Absent: Chair Judy Colby

Vice Chair Ben Rines, Jr., called the meeting to order at 6 p.m.

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

a. **Bob Blagden moved to approve the payroll warrants of June 22, June 29 and July 6, 2018. Vote 4-0-0.**

b. **Kathy Martin-Savage moved to approve the accounts payable warrants of June 26, July 3 and July 10, 2018. Vote 4-0-0.**

3. Approval of Minutes

a. **Kim Anderson moved to approve the minutes of June 14, 2018. Vote 3-0-1 (Martin-Savage abstained)**

b. **Bob Blagden moved to approve the minutes of June 19, 2018. Vote 4-0-0**

4. Special Presentations or Awards – none

5. Committee Appointments

a. **Bob Blagden moved to appoint William Maloney to the Budget Committee. Vote 4-0-0.**

6. Public Hearings

a. **Commercial Waste Hauler Permit – Riverside Disposal: Kim Andersson moved to open the public hearing. Vote 4-0-0. There was no discussion. Kathy Martin-Savage moved to come out of the public hearing. Vote 4-0-0. Ben Rines, Jr., moved to grant the permit to Riverside Disposal. Vote 4-0-0.**

7. Public Comment on Non-agenda Items

Richard Forrest, Waterfront Committee, advised the board that he had been contacted by the owner of a replica of the sloop Providence, John Paul Jones' first command, who would like to bring the Providence to Wiscasset for repairs. He said the Waterfront Committee, harbormaster, road commissioner and fishermen were in favor of the request. Robert Stearns and Leon Poindexter (Tall Ship Providence Foundation) explained the damage experienced in a storm in 2015 and the repairs

needed. The repairs will be done between August 2018 and April 2019 and space was needed to repair the boat. **Bob Blagden moved to allow the folks to use the dock. Vote 4-0-0.**

Constance Schumann expressed her concern about outsourcing the town services such as the ambulance service and pointed out the difficulties experienced with the RSU when the town had no local control. She said the town would not know what it was getting into with a change and she was glad the incident with the CLC refusing to transport a patient to Midcoast Hospital was brought to light, which she said was unconscionable.

Cordelia Oehmig, West Bay Gallery, encouraged the board to continue discussing the parking situation and to put it on the next agenda. She said the businesses and residents should be part of the conversation. Marian Anderson said that the subcommittee would be making recommendations on parking to the PAC. The PAC was currently working on recommendations and would report to the select board, but ultimately the authority rests with the select board. Oehmig encouraged the board to act before it is too late, as she understood the DOT would begin working on Main Street after Labor Day. Anderson said the chair and vice chair will be meeting with the Commissioner to offer concrete thoughts.

8. Unfinished Business

9. New Business

a. Maine Yankee Atomic Power Plant

- NRC Spent Fuel Storage Security Inspection Report
- Notice of Second Amendment to Compliance Order

The documents will be available on the town's website. No action was needed.

b. New Business License Application – Sarah Castro, DBA Little Maine Mercantile, LLC: **Kathy Martin-Savage moved to approve the Little Maine Mercantile business license. Vote 4-0-0.**

c. Quit-claim Deed – Eugene F. Ryder, Jr. and Jane L. Ryder: **Kim Andersson moved to sign the quit-claim deed. Vote 4-0-0.**

d. HM Payson Statement of Accounts (through May 31, 2018): no action needed.

10. Town Manager's Report

Marian Anderson congratulated Kristin Draper on obtaining Advanced EMT status.

Anderson said that following the harbormaster's resignation, Ray Soule had offered to be harbormaster. **Ben Rines, Jr., moved to approve Ray Soule as harbormaster. Vote 4-0-0.** It was not determined whether the harbormaster position would continue to be under the police department. Soule will attend harbormaster school in March or April.

The current application for a license for the sale of consumer fireworks is a draft that has not been used. Anderson asked the board members to read the draft, and comment before the next meeting, including recommendations on whether to charge a fee and if so, what amount.

There was no update on the light on High Street. Anderson will contact the Road Commissioner.

11. Other Board Business

In response to Vernice Boyce's question regarding the board's decision to start handling school warrants, Anderson said she would meet with the superintendent and the change would be made before the month is up.

Steve Christianson asked the status of the boat sunken in the harbor. Anderson said the Coast Guard had been contacted and Maine Marine Patrol had set buoys to warn other boats. Ben Rines, Jr., asked that the congressional delegation be contacted for help in removing the boat.

Bob Blagden asked about the research on the status of the airport grants and was advised Kim Andersson is still reading the paperwork. Blagden said the town should know the ramifications of the grants and the amounts outstanding.

Bob Blagden moved to schedule an executive session to meet with Brian Walsh at CLC regarding a contract as soon as possible so that information will be available for the meeting on July 17. Marian Anderson said she was exploring how other communities such as Boothbay operate without a director; continuing with the Wiscasset Ambulance Service without a director, but with a stipend for someone doing the administrative work; and considering the ambulance department's inquiry into forming a 501C3. Anderson said she needs direction from the board. No contract discussions with CLC have taken place and the board does not have enough information to make a decision at this point. Ben Rines, Jr. said there was no rush, the board should find the best alternative for the town. (There was no vote on the motion.)

Kim Andersson asked whether anything had happened regarding the removal of ten feet of planking from the White's Island bridge. Chief Jeff Lange said the bridge had been posted, but no other action had taken place.

12. Adjournment

Kim Andersson moved to adjourn the meeting at 7:04 p.m. Vote 4-0-0.

Town of Wiscasset
June 2018
Monthly Reports





Town of Wiscasset

AIRPORT REPORT

To: Marian L. Anderson, Town Manager
From: Rick Tetrev, Airport Manager
Re: June Monthly Report
Date: July 12, 2018

Attachments:

1. Aircraft operations

Activity for the month of June was in line with 2017, as reported by the G.A.R.D. system (Airport Invisible Intelligence System). There were 538 flight operations for the month. Last year in May there was 570 flights.

For the month of June KIWI had 18 aircraft that were housed for more than one night either on the ramp or in a hangar. They purchased a total of \$4,883.55 in gas and paid \$555.00 in rent.

Sale of 100 LL Aviation Gas was 4653.03 gallons for a total of \$23,823.51 dollars and sale of Jet A was 617 gallons for a total of \$2,418.64 dollars.

As reported in the May Monthly Report KIWI was required to replace the self-service dispensing system for fuel sales. On June 18 and 19, 2018 Lakes Region Environmental Contractors, Belmont, NH installed the QTpod M4000 system.

The M4000 is a marked improvement and significantly speeds up the process of pumping fuel and creating reports. There was one glitch in the installation. We were going to use the existing conduit which housed the telephone lines from the credit card processing machine at the pumps to the computer in the office. Unfortunately, the conduit had collapsed and made it impossible to use.

I chose to use a cellular system to make the connection, which did not require digging up the asphalt and laying a new conduit. I was able to have QTpod overnight the cellular component, and I was able to install it on the 20th.

Respectfully submitted,

Rick Tetrev

Rht



Town of Wiscasset



Wiscasset Airport

96 Chewonki Neck Road

Wiscasset

Maine

04578

KIWI

207 882 5475

c:\Acer

- C:\
- Users
- Gard1
- Documents
- ARL
- 2018
- 01-01-2018
- 01-02-2018

Amount of transmissions per plane arrival

03

Amount of transmissions per plane departure

02

Ground Ops

Aircraft Ops

Data to be processed on

Month

06

Month

save as csv file

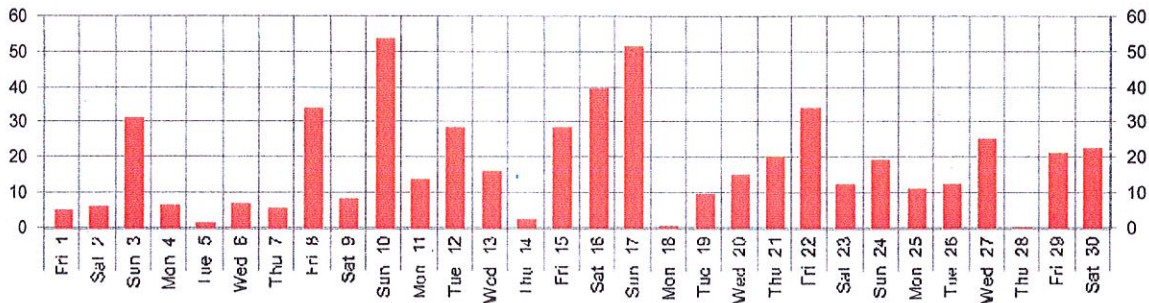
Year

2018

Year

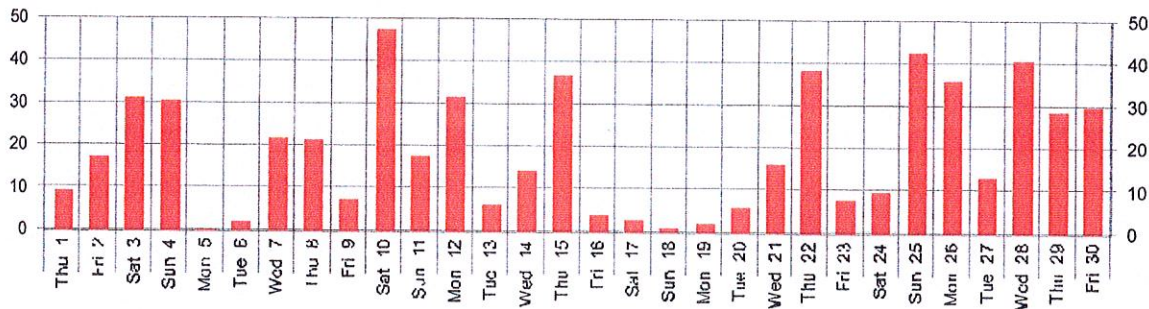
save as csv file

Estimate of Aircraft Operations Per Day For the 06 Month 2018



Estimate of Total Aircraft Operations for the 06 Month is 538

Estimate of Aircraft Operations Per Day For the 06 Month 2017



Estimate of Total Aircraft Operations for the 06 Month is 570



Town of Wiscasset

TOWN CLERK REPORT

To: Marian L. Anderson, Town Manager
From: Linda Perry, Town Clerk
Re: May/June Monthly Reports
Date: July 12, 2018

TOWN CLERK REPORT MAY 2018

Elections & Town Meetings

Ballots for the referendum Annual Town Meeting were ordered and absentees were made available on May 11th. On May 16, 2018, the School Budget Validation Meeting was held at Middle High School in the Gymnasium at 6:00 p.m. There were 17 Wiscasset voters in attendance. All of the cost center articles passed for the school budget and will be voted on at the June 12, 2018, referendum.

Clerk

Commercial shellfish license sales for the 2018/2019 year went on sale starting on May 31st for previous license holders. All other shellfish license sales began June 4th.

Catering Permits:

- Mae's Café and Bakery at the Sheepscot Valley Children's House for a 35 year Anniversary Party.

FINANCIALS:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees	Aircraft Excise
Monthly Revenues	\$68,736.48	\$1,805.50	\$1,680.25	\$300.80	\$1,838.40
Year to date	\$668,724.99	\$4,932.85	\$14,089.25	\$3,808.40	\$5,601.36
Met yearly revenue projectio n by:	119.2%	81.53%	117.41%	-----	160.04%



Town of Wiscasset

TOWN CLERK REPORT JUNE 2018

Elections & Town Meetings:

The June 12, 2018 Election of Officers, Annual Referendum Town Meeting, State of Maine Primary and State Referendum were held at the Wiscasset Community Center from 8:00 a.m. to 8:00 p.m. Susan Blagden was elected Moderator. Congratulations to our Selectmen, Judith Colby, Benjamin Rines and Kimberly Andersson who were elected for 2 year terms.

The DS 200 voting machines were tested prior to the election on all ballot types along with the Express Vote (accessible voting system). A second DS 200 voting machine was leased for this election. The town ballots were no able to be programmed with the State Ballots for this election due to the Rank Choice Voting. Absentee ballots were made available until the June 7th deadline. Early Absentee Ballot Processing took place on June 11th. Post-election reports including voter participation history, entering registered voters and completing any unresolved absentee ballots that were not returned by the deadline will now be completed.

Clerk

Shellfish License Sales:

Commercial Shellfish Licenses sales continued through June. All commercial licenses have been sold. We still have Resident Recreational Licenses available.

- 12 Resident Commercial Licenses
- 2 Non Resident Commercial Licenses

Catering Permits:

- Damariscotta River Grill for June 30, 2018, wedding reception at 155 Federal Street.

Financials:

	Auto Excise	Boat Excise	Agent Fees	Vital Fees	Airplane Excise
Monthly Revenues	\$55,562.93	\$1,390.30	\$1,469.00	\$276.00	\$117.00
Year to date	\$724,287.92	\$6,294.30	\$15,558.25	\$4,084.40	\$5,718.36
Met yearly revenue projection by:	129.11%	112.40%	129.65%	-----	163.38%



Town of Wiscasset

FIRE DEPARTMENT REPORT

To: Marian L. Anderson, Town Manager
From: T.J. Merry, Fire Chief
Re: June Monthly Report
Date: July 12, 2018

In the month of June the Wiscasset Fire Dept. responded to 10 calls for service.

- 4 MVA
- 2 Service Call
- 2 Co2
- 2 Brush Fire

For training that month all the firefighters prepared the fire trucks for the parade. Also we did some live fire burns at our training facility.

There are currently 16 members on our active roster, with 10 on our lifetime membership roster.

Respectfully Submitted,
TJ Merry, Fire Chief



Town of Wiscasset

PARKS AND RECREATION DEPARTMENT

To: Marian L. Anderson, Town Manager
From: Lisa Thompson, Parks & Recreation Director
Re: June Monthly Report
Date: July 2, 2018

Program Updates & Community Events

- Summer camp registration closed on 6/29 with 60 children registered (up 17 from last year)
- Track and Field program began with 22 participants and had their first meet on 6/29/2018
- New Cheering program for tumbling, lifts and spotters started registration
- 4th of July plans and promotion underway
- Fall Programs are being planned. Fall Brochure will be ready for public by August 17th.

Coordination Meetings & Professional Development

- Bi- Monthly Team meetings held (2 X)
- Held Staff Mandatory Safety Training June 28 attended by about 30 staff and 2 Airport staff
- Attended NNERPC planning meeting June 5-6
- Bob MacDonald attended NEPA Turf Day at Exeter High School on June 21

Revenue

- June Revenue: \$42,033.39. June was \$5093.93 under last June.
- The 2017-18 Fiscal year ended with \$443,564.73 in revenue. This is \$15,753.73 over last years revenue.
- Summer Membership Sale has concluded on June 30. We have surpassed our goal of selling 50 new memberships. Our final number was 123 new memberships sold.

Important Upcoming Events and Programs:

- July 2: Mainly Summer Camp Begins
- July 4: Wiscasset celebrates with 4th of July parade and family activities at the waterfront
- Alive on the Common Series begins July 5th
- July 16-20 Challenger Soccer Camp
- July 27: Wiscasset Art Walk 5-8 pm



Town of Wiscasset

TRANSFER STATION

To: Marian L. Anderson, Town Manager
From: Ron Lear, Transfer Station Superintendent
Re: June Monthly Report
Date: July 11, 2018

Below are the materials processed thru our facility during the Month.

Type of Material	Tons	Cost/Ton
Municipal Solid Waste (Trash)	144.31	-\$70
Demo	79.68	-\$70
Single Stream	21.94	-\$5
Metal	23.25	+\$120
Computers / TV	7,273 lbs.	+\$.15/lbs
Brush/Lumber	64	-\$35
Organics for Compost	2,400 lbs.	0
Mixed Copper/Alum/Lead	0 lbs.	+\$1.18/lbs.
Shingles	0	-\$56
	0	-\$0
Cardboard	27.02	+\$75

We also recycled 19 bales of cardboard.

Below are the details of our revenue collections for the month.

Types	Revenues:
User Fees	\$4,590.90
MRC Dividend	\$ 0
Metal (Light iron, batteries, mixed copper)	\$ 0
Cardboard	\$ 805.52
Computers	\$ 0

Operations:

6th We shipped 2 boxes totaling 41 lbs. to Call 2 Recycle. 7th Napa picked up 580 lbs. of lead acid batteries. 8th We shipped another 15 lbs. to Call 2 Recycle and brake shoes and wheel cylinders from the Forklift back to New England Industrial Truck. 12th North Coast Services picked up 12 gaylords of tvs/computers. 20th We shipped 27.02 tons of cardboard. 21st moved 3yds. of inert fill. 26th we shipped 30 yards of leaves for compost 28th Maine Standard Biofuels picked up 300 gallons of vegetable oil.

Expenses & Revenues:

Expenses are at 98.46% and the Revenues are at 119.95%



Town of Wiscasset

TOWN TREASURER REPORT

To: Marian L. Anderson, Town Manager
From: Vernice Boyce, Town Treasurer
Re: June Monthly Report
Date: July 12, 2018

Tax collections:

Real estate \$85,843.72
Personal property \$680.86

Credit card receipts over the counter: \$17, 657.54

Budget: The Finance Department, as of June 30, has spent 91.20% of its budget; we are 100% through our current fiscal year. YTD finance has **underspent** by 8.80%. The last day for prior year bills to be posted to last year will be August 7, 2018.

Bank Accounts:

Town operating \$569,853.58

RFP for TAN was sent out on July 12, 2018 with a return date of August 7, 2018.

The 2017-2018 audit is scheduled for August 8, 2018. The auditors are scheduled to present a draft to the board of selectmen on September 4, 2018.

Please contact Vernice Boyce @ 207-882-8200 Ext. 107 or treasurer@wiscasset.org if you have any questions.

9a



Town of Wiscasset Sale of Consumer Fireworks

Annual License from the Board of Selectmen

Please Note: The Board of Selectmen shall issue a license if they find the applicant: has not been convicted of a Class A, B or C crime; has not through the use of fireworks, Consumer Fireworks or in any other way, created a danger to the general public; and has complied with all federal, state and local laws, ordinances, rules and regulations (12.3.2.3)

Date: _____ Map: _____ Lot: _____

Company Name: _____

Address: _____ Zoning: _____

Town/City, State & Zip Code: _____

Phone #: _____ Fax #: _____

Name of Insurer: _____ Policy #: _____

Property Owner's Name: _____

Property Owner's Address: _____

Property Owner's Town/City, State & Zip: _____

To the best of my knowledge and belief all information on this application, and submitted in support of/with the application, is true and correct and all proposed consumer sales of Fireworks activities will conform with this application and the Town of Wiscasset's Ordinance, as applicable.

Company Signature: _____

Signature:

Date:

Print:

Office Use Only

By vote of the Wiscasset Board of Selectmen; Date: _____

Chair Wiscasset Board of
Selectmen: _____

Approved

Not Approved

Needs additional information

11. Town Manager's Report

Anderson reported that a Corrective Action plan has been drafted to address the immediate safety issues and the plan for the Chewonki campground will be sent to the FAA. She said the owners of the campground had hired an appraiser and she looked forward to resolving the situation amicably. The FAA CIP meeting is scheduled for June 6, 2018 at 8:30 a.m.

She said a letter had been received from Kim Dolce and noted that she does not set the agenda; it is done by the board chairman.

A Municipal Quitclaim deed for Thomas J. Blatz and Mary K. Blatz for undischarged sewer liens had been submitted.

Seaver Leslie had at a previous meeting asked about the change in cost of the MDOT project. Anderson said there is specific language in the documents saying that all design and construction costs will be paid by MDOT. Kim Dolce asked whether that took into consideration changes that had been made to remove parts of the contract. Judy Colby said all communication from MDOT has been made public. Anderson said the Haggett building will be used by Pike Industries for offices and staging. Colby said that the board should contact MDOT regarding the removal of the Haggett parking lot from the plan, as it was felt that the Town needed that parking. Anderson will draft a letter to the MDOT. Bob Blagden said that parking on the side streets was going to be removed and that should be the town's decision, not DOT's. Judy Colby said it had been made clear that the decision on parking was up to the board.

Anderson said Mrs. Bryant had brought in a copy of the 2011 Fireworks Ordinance which required a Conditional Use Permit, Business License from Town Clerk, and Copy of annual license from the Board of Selectmen. She said she could find no record of the board granting an annual license or the fee that should be charged. As this appeared to have fallen through the cracks, Anderson will draft an ordinance to set the fee and bring it to the board. A conditional use permit would have been issued by the Code Enforcement Officer and he should be contacted about that.

Anderson said according to Don Jones the town clock is not in sync and the Balzer Clock Co has been contacted.

Wiscasset Police officer Fisher will be graduating from the Maine Criminal Justice academy on Friday.

12. Other Board Business

Ben Rines, Jr., asked the newspapers for help in locating the oldest resident in order to award the Boston Post Cane.

13. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 8:40 p.m. Vote 5-0-0.



WISCASSET YACHT CLUB, INC.
Box 56
Wiscasset, Maine 04578

May 24, 2018

To the Wiscasset Board of Selectmen:

On behalf of the Wiscasset Yacht Club, I respectfully request the Board of Selectmen implement an Ordinance addressing the topic of Abandoned, Distressed and Sunken Vessels within Wiscasset Harbor. Many of us spoke last year with the Police Chief, Harbor Master, Coast Guard and Marine Patrol about the old British Mine Sweeper in the harbor. Many of us were convinced it was not a matter of "if" it would go down, but "when" it would. We were also concerned as to whether the mooring had been maintained and inspected, as required in the Mooring Permit Ordinance, fearing if it did break loose in a storm, it could cause serious damage to other vessels in the anchorage.

Whereas no action has been taken to salvage and remove the vessel, a definite hazard to navigation in the anchorage, I would ask the question: Does the Board have a legal entity to deal with this hazard? If not, what does the Board plan to do to protect the other vessels on moorings and those traversing the anchorage?

A review of two active, local harbors, Boothbay and Harraseeket, revealed they have such Ordinances which allow their governing boards to address such an issue. Discussions with our Harbor Master indicated Wiscasset does not. If this is the case, do you intend to adopt one to prevent this kind of hazard to navigation in the future?

Respectfully,

Donald E Davis
Commodore

ARTICLE IV - PORT AND HARBOR

1. PURPOSE AND WATERFRONT COMMITTEE

1.1 PURPOSE

It is the Town's policy to make Wiscasset's tidal waters and public launching and docking facilities available to the public for responsible use, economic benefit and general enjoyment. [3-99]

1.1.1 The Board of Selectmen shall be authorized to make rules and regulations governing the use of Wiscasset Harbor and all areas set forth in Article IV by resolution, after a public hearing held at least 10 days before their enactment.

1.2 WATERFRONT COMMITTEE

1.2.1 The Board of Selectmen shall appoint a Waterfront Committee, which shall convene from time to time at the request of the Board of Selectmen, the Harbormaster or the Committee's Chair. The composition of the Committee shall be representative of the varied Town interests as determined by the Board of Selectmen. [3-99]

1.2.2 The Waterfront Committee's duty shall be to advise the Board of Selectmen regarding harbor and waterfront facilities, uses and regulations. [3-99]

1.2.3 The Waterfront Committee shall consist of five members each of whom shall serve at the pleasure of the Board of Selectmen. Unless an appointment is sooner terminated by the Board of Selectmen, each Committee member shall serve for 3 years, and the terms of the members shall be staggered. [3-99]

1.2.4 Not more than one (1) non-resident of the Town of Wiscasset may serve as a member. Non-resident members shall not have voting privileges; however they are eligible to serve on the Committee. [6-16]

2. HARBORMASTER

2.1 APPOINTMENT AND AUTHORITY

The Selectmen shall appoint a Harbormaster, and as necessary, Deputy Harbormasters, who shall enforce the Port and Harbor Ordinance and exercise the

powers granted by 38 MRSA section 1 - 5 as amended, except that they shall not carry weapons or make arrests. [3-99, 3-01]

2.2 TERM

The Harbormaster and any deputies shall serve one-year terms. [3-99]

2.3 COMPENSATION [3-99]

Compensation of the Harbormaster and any deputies shall be set by the Selectmen.

2.4 DUTIES

2.4.1 Enforce the harbor rules and the use of town wharves and floats. [3-99, 3-01]

2.4.2 Advise the Selectmen on matters affecting tidal waters and related public facilities. [3-99]

2.4.3 Assign temporary and permanent berthing and mooring locations within the tidal waters of Wiscasset. [3-99]

2.4.4 Place and maintain or cause to be placed and maintained, either on land or water, such signs, notices, signals, buoys, waterway markers, or control devices as he deems necessary to carry out the provisions of this ordinance, or to secure public safety and the orderly and efficient use of the Wiscasset tidal waters and related public facilities. [3-99]

2.4.5 Designate, and extend as necessary and practicable, with the approval of the Selectmen, sufficient mooring area to meet the needs of the town. [3-99]

2.4.6 Maintain an up-to-date chart of all channels and mooring areas within the tidal waters of Wiscasset. [3-99]

2.4.7 Designate sections of floats and docks where: [3-99]

a. Boats used as tenders may be tied up on a continuing basis.

b. Vessels may be tied up for various purposes, and the length of time such vessels may remain.

c. Lobster, crab, or worm cars may be secured or stored. [3-01]

2.4.8 Maintain clear approach channels to all town landings and launch facilities.

3. MOORINGS

3.1 PERMITS

No mooring shall be placed except under the direction of and with a permit from the Harbormaster. Permits are valid for one calendar year, apply only to the assigned vessel, are not transferable to another owner except as provided below, and are renewable annually by application to the Harbormaster before May 1. Mooring assignments may be transferred only at the request or death of the assignee, only to a member of the assignee's family and only if the mooring assignment will continue to be used for commercial fishing purposes. For the purposes of this section, "member of the assignee's family" means an assignee's parent, child or sibling, by birth or by adoption, including a relation of the half blood, or an assignee's spouse. Any mooring without a permit is subject to removal by the Harbormaster at the owner's expense (see section 3.8). change of vessel requires a new or amended permit. A new permit at another location may be issued provided space is available. [3-99, 3-01, 6-08]

3.2 MOORING BUOYS

Mooring buoys shall be white with a horizontal blue stripe. The Harbormaster shall assign a identifications number to each mooring to be placed by the owner on the mooring buoy. Identification numbers must be at least three inches high and clearly visible at all times. Any mooring not having an identification number is subject to removal by the Harbormaster at the owner's expense. (see section 3.8) [3-99, 3-01]

3.3 TEMPORARY USE

A mooring permit holder may allow the use of his mooring by a boat other than his own for not more than 7 calendar days in one calendar year, provided the boat is of the same size (or smaller) and type as the vessel listed on the mooring permit, and provided he notifies the Harbormaster of such temporary use. [3-01]

3.4 UNAUTHORIZED USE

No person shall tie a vessel to a mooring owned by someone else without permission of the owner. Enforcement of this section is by civil complaint, not by the Harbormaster. [3-01]

3.5 REGISTER AND MOORING CHART

The Harbormaster shall maintain a public register listing for each mooring: owner's name, residency status, address, and telephone number; the name, length and type of vessel, and whether it is commercial or non-commercial; the type of mooring; and the vessel's registration number. The Harbormaster shall also maintain a mooring chart for each mooring area on which each mooring is indicated by its identification number. [3-99]

3.6 FEES

The Board of Selectmen shall be authorized to set fees for the use of all harbor facilities, after a public hearing held at least 10 days before the fees being set. For purposes of this section a resident is a person who resides at least part of the year in Wiscasset and who pays the boat excise tax in Wiscasset. [3-99, 3-01, 6-13]

3.7 REVOCATION

The Harbormaster may revoke or suspend in writing, giving his reasons, any mooring permit for violations of this ordinance, or in the interest of public safety, or to relieve congestion. [3-99]

3.8 MOORING CONFLICTS

If a conflict develops such that two vessels swinging on their moorings strike each other, the Harbormaster shall direct that one or both of the moorings be removed or moved to a designated location at owner's expense within ten days after the owner receives notification by the Harbormaster, which notice shall be deemed to have been given when the Harbormaster posts, by first class U.S. Mail, a notice to the owner's registered address. In the interest of preserving property the Harbormaster may relocate a vessel on an emergency basis without the owner's permission to another mooring or dock. [3-99, 3-01]

3.9 WAITING LIST

Whenever there are more applicants for a mooring assignment than there are mooring spaces available, the Harbormaster shall create a waiting list in chronological order of application receipt. When a space becomes available it shall be offered to the first applicant on the list for the configuration and size of whose vessel the space would be suitable except that: [3-99]

3.9.1 If less than 10% of all moorings are currently assigned to non-resident commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]

- 3.9.2 If less than 10% of all moorings are currently assigned to non-resident non-commercial applicants, then the next available space, if suitable, shall be offered to the first such applicant on the list; [3-99]
- 3.9.3 If neither non-resident commercial or non-resident non-commercial applicants currently constitute 10% of moorings assigned, then whichever has the lowest percent shall be offered the first available and suitable space; and [3-99]
- 3.9.4 Littoral owners with at least 100 feet of shore frontage who are applying for a mooring in front of their property shall not be placed on a waiting list but assigned a mooring space, based only on the suitability of the location, the ownership of a vessel and payment of the fee. If space fronting their property is not suitable they may apply in the usual manner for mooring space in the designated mooring areas. [3-99]

Applicants may decline a space when offered without losing their position on the list. Waiting list positions may be retained from one year to the next by submitting a new application before May 1st. Applications not renewed shall be removed from the waiting list on that date. [3-99, 6-13]

3.10 REMOVAL OF MOORING

In case of the neglect or refusal of the master or owner of any boat or vessel to remove his mooring or to replace it by one of different character, when so directed by the Harbormaster, the Harbormaster shall cause the entire mooring to be removed, and collect from the master or owner of that boat or vessel the sum of \$100 for the necessary expenses. [3-99, 3-01] Before removing a permitted mooring or a buoy, the Harbormaster shall notify the owner by mail at his last known address of the action desired of him. [3-99, 3-01]

3.11 REMOVAL OF VESSELS

A Harbormaster, upon receiving complaint from the master, owner or agent of any vessel, shall cause any other vessel or vessels obstructing the free movement or safe anchorage of that vessel to remove to a position to be designated by the Harbormaster and shall cause, without any complaint being made to the Harbormaster, any vessels anchoring within the channel line as established by the municipal authorities, as provided in MRSA 38 Section 2, to remove to such anchorage as the Harbormaster may designate.

If that vessel has no crew aboard or if the master or other person in charge neglects or refuses to move such vessel as directed by the Harbormaster, the

Harbormaster may put a suitable crew on board and move that vessel to a suitable berth at a wharf or anchorage or other location at the cost and risk of the owners of the vessel and shall charge \$100, to be paid by the master or owner of that vessel, which charge, together with the cost of the crew for removing that vessel the Harbormaster may collect by civil action.

4. HARBOR RULES

- 4.1 No vessel shall be operated within any designated mooring area or approach channel to public launching area or docking facilities at a speed which exceeds five miles per hour or which produces a wash or wake which visibly and unnecessarily disturbs anchored or moored vessels or floats, or endangers or disturbs a person on or near the water. This shall be described as "no wake speed". [3-99]
- 4.2 No person shall use or operate any boat floatplane or other watercraft while under the influence of alcohol or drugs; or recklessly; or so as to cause danger, annoyance or inconvenience to the public anywhere within the tidal waters of Wiscasset. [3-99]
- 4.3 No water skiing shall be allowed within the mooring areas or approach channels.
- 4.4 Lobster traps and pot buoys may only be placed in the designated mooring area so as to not interfere with any mooring or moored vessel. Any pot buoy interfering or entangled with any mooring or moored vessel must be removed as soon as possible, by the pot buoy owner upon notification by the Harbormaster or any other party. Any pot buoy owner who fails to remove a pot buoy in violation of this section, within forty-eight hours of notification, is subject to the penalties for violation of this ordinance. No other fishing gear such as nets, trawls and the like may be placed in the designated mooring area. [6-13]
- 4.5 No pot buoys or any other objects or obstructions may be placed in designated approach channels. [3-99, 3-01]
- 4.6 Vessels anchoring in Wiscasset waters for more than 7 calendar days shall obtain a permit from the Harbormaster, and shall be limited to 14 calendar days in any calendar year.

5. USE OF TOWN WHARVES AND FLOATS

- 5.1 To insure that the Town Landing Facilities are available for use by the general public, the town wharves and floats shall be used only for loading and unloading, with a maximum time limit set by the Harbormaster. Extension of this time limit

for reasons of safety or hardship requires written permission from the Harbormaster. [3-99]

- 5.2 Boats less than 15 ft. in length and used specifically as tenders to vessels moored or anchored in the harbor may tie-up on a continuing basis at specific sides of certain floats designated by the Harbormaster for that purpose. [3-99]
- 5.3 Swimming and recreational fishing from the Town landings are permitted provided they do not cause litter, disturb the peace, or interfere with the docking or loading or unloading of vessels. [3-99]
- 5.4 No person shall place or maintain on the Town landing facilities any boats, barrels, boxes, gear, traps, pots, nets, sails, equipment, or other materials longer than is necessary for the prompt loading or unloading of the same. [3-99]
- 5.5 No person shall deposit or leave rubbish, garbage, or litter of any kind on the Town landings or launching facilities. [3-99]
- 5.6 The following uses require payment of fees established by the Board of Selectmen: [6-13]
 1. Use of designated floats for commercial fishing
 2. Use of designated floats for commercial fishing including use of the mast and boom
 3. Securing lobster, crab or worm cars to designated floats
 4. Overnight tie-up of recreational vessels when permitted

6. POLLUTION OF WATERS

No person shall deposit or sweep or cause to be deposited or swept into the tidal or fresh waters of the Town of Wiscasset any gas, oil, bilge water containing gas or oil, ashes, dirt, stones, gravel, mud, logs, brush, planks, building materials, shells, bait, dead fish, bottles, cans, paint, chemicals, or any other liquid or solid waste or rubbish that floats on, dissolves in, or otherwise pollutes the water, obstructs navigation, or decreases water depth. [3-99]

7. ABANDONMENT OF WATERCRAFT

No person may bring into or maintain in the harbor any derelict watercraft, watercraft for salvage, or abandon any watercraft in the harbor without a permit from the Harbormaster. Whoever does so without permit is guilty of a Class E crime. Watercraft, which is to be salvaged by firms licensed by the State to do salvage work, shall be excluded from this section. The

Harbormaster shall be the sole determiner as to what constitutes a watercraft that is derelict and what constitutes a watercraft that is abandoned. [3-99]

8. TOWN RESPONSIBILITY FOR BOATS

The Town accepts no responsibility for preventing damage to boats moving, drifting, anchored, or moored in the harbor or using the Town Landing facilities or launching facilities. Responsibility for the safety of any boat in the harbor lies with its owner or master or his representative. [3-99]

9. POSTING OF ORDINANCE

This ordinance shall be posted at several conspicuous locations at the Town Landing and launching areas. Their removal or defacement is a violation of these ordinances. [3-01]

10. PENALTIES

In addition to any penalties imposed by State Law, any person, firm, corporation or other entity who violates any section of this Port and Harbor Ordinance, or who fails to obey lawful orders of the Harbormaster, shall be subject to a fine of \$50.00 (fifty dollars) for each offense. Each day in which a violation is proved to exist shall constitute a separate offense under this Section. [3-99]

11. VALIDITY/SEVERABILITY CLAUSE

If any part of this Ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remainder of this Ordinance. [3-99]

9c

Marian Anderson

From: Legal Services Department <legal@memun.org>
Sent: Monday, June 25, 2018 1:53 PM
To: 'townmanager@wiscasset.org'
Subject: FW: Wiscasset - Legal Information Request - Ambulance Service Subscription Program

Dear Marian,

Unfortunately, neither I nor any other member of MMA's legal staff has any expertise in this particular subject.

Based on the limited research I've done, ambulance service subscription programs (aka membership programs) raise a number of significant legal issues, including state insurance law, federal Medicare anti-kickback law, state and federal Medicaid laws, and contract issues, as explained in the following article from the *Journal of Emergency Medical Services*:

<https://www.jems.com/articles/2007/09/keep-your-subscription-program.html?c=1>

As another attorney specializing in EMS issues has stated, "Legal counsel knowledgeable on these federal issues - and legal counsel familiar with the [insurance] laws of your state - must be consulted to help you implement your [ambulance service subscription] program within the bounds of the law."

MMA's attorneys are not knowledgeable on these Medicare, Medicaid or insurance issues because these are well outside our expertise in municipal law. For this reason, we are unable to assist you in this instance. I recommend that you retain a competent private attorney with expertise in these issues to advise you in this case.

I'm sorry we cannot help you this time, Marian, but I hope you will understand.

Best regards,

Richard P. Flewelling, Senior Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330
1-800-452-8786 (in-state)
207-623-8428
FAX 207-624-0187
legal@memun.org

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

From: Maine Municipal Association [mailto:webmail@memun.org]
Sent: Friday, June 22, 2018 1:52 PM
To: Legal Services Department <legal@memun.org>
Subject: Wiscasset - Legal Information Request - Ambulance Service Subscription Program

Legal Services - Web Member Inquiry - Marian L Anderson - Wiscasset

**PUBLIC NOTICE AND OPPORTUNITY FOR COMMENT
MAINE YANKEE ATOMIC POWER COMPANY
WISCASSET, MAINE**

Maine Yankee Atomic Power Company and the Maine Department of Environmental Protection (DEP) are hereby providing public notice of proposed changes to certain requirements under the Resource Conservation and Recovery Act Corrective Action Program, which are currently contained in a Compliance Order by Consent, dated July 2, 2008 and also in an Environmental Covenant dated August 24, 2009. Supporting documents are available for review at the Town Office in Wiscasset:

Wiscasset Town Office
51 Bath Road
Wiscasset, Maine 04578

and at the Bureau of Remediation and Waste Management reading room at DEP headquarters in Augusta:

RCRA Corrective Action Program Manager
Maine Department of Environmental Protection
State House Station #17
Augusta, Maine 04333-0017

Written comment on these proposed changes and documents must be provided to the DEP at the Augusta address no later than 30 days from the date of this public notice, and therefore must be received by Friday July 27, 2018. Written comments should be addressed to the RCRA Corrective Action Program Manager. Questions may be directed to Chris Swain, DEP, at 207-485-3852 or Chris.Swain@maine.gov.

1 SELECTMEN REPORT

Fund: 1
July to June

10c

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
25 - UNKNOWN	1,172,253.00	1,150,358.79	21,894.21	98.13
01 - Administration	193,564.00	181,922.30	11,641.70	93.99
02 - Office of Selectmen	27,247.00	25,401.10	1,845.90	93.23
05 - Assessment	6,097.00	666.50	5,430.50	10.93
06 - Finance/HR/AP/Tax collection	226,198.00	206,288.91	19,909.09	91.20
07 - Town clerk/exise tax/registrat	83,902.00	74,143.97	9,758.03	88.37
08 - Elections	21,226.00	13,640.62	7,585.38	64.26
11 - Contingency	20,000.00	20,000.00	0.00	100.00
12 - Municipal building	68,152.00	62,278.63	5,873.37	91.38
17 - Municipal Planning&Development	57,764.00	40.08	57,723.92	0.07
30 - Contractual Services	116,000.00	210,522.33	-94,522.33	181.48
31 - General Celebrations	12,000.00	10,424.18	1,575.82	86.87
32 - Boards & Committees	1,361.00	959.82	401.18	70.52
33 - Code Enforcement	50,485.00	42,799.90	7,685.10	84.78
34 - General Assistance	25,076.00	15,041.59	10,034.41	59.98
35 - Municipal Insurance	35,944.00	32,729.00	3,215.00	91.06
37 - Public Utilities	220,800.00	241,280.04	-20,480.04	109.28
38 - Unemployment	6,437.00	12,219.82	-5,782.82	189.84
27 - UNKNOWN	596,095.00	576,833.27	19,261.73	96.77
01 - Police department	446,992.00	429,501.78	17,490.22	96.09
02 - Fire department	137,616.00	137,536.41	79.59	99.94
09 - Animal control	11,487.00	9,795.08	1,691.92	85.27
31 - UNKNOWN	665,997.00	650,967.54	15,029.46	97.74
03 - Highway	665,997.00	650,967.54	15,029.46	97.74
45 - UNKNOWN	8,605.00	7,493.43	1,111.57	87.08
04 - Shellfish	8,605.00	7,493.43	1,111.57	87.08
46 - UNKNOWN	67,800.00	67,800.00	0.00	100.00
01 - COMMUNITY ORGANIZATIONS	67,800.00	67,800.00	0.00	100.00
53 - UNKNOWN	245,234.48	234,756.14	10,478.34	95.73
01 - DEBT SERVICE	245,234.48	234,756.14	10,478.34	95.73
60 - UNKNOWN	6,038,449.26	6,038,449.26	0.00	100.00
01 - SCHOOL	6,038,449.26	6,038,449.26	0.00	100.00
61 - UNKNOWN	24,197.08	9,509.14	14,687.94	39.30
01 - ABATEMENTS	24,197.08	9,509.14	14,687.94	39.30
62 - UNKNOWN	594,745.25	594,745.25	0.00	100.00
01 - COUNTY TAX	594,745.25	594,745.25	0.00	100.00
72 - UNKNOWN	254,697.00	239,025.32	15,671.68	93.85
01 - Airport	254,697.00	239,025.32	15,671.68	93.85
73 - UNKNOWN	39,555.00	39,341.27	213.73	99.46
01 - Waterfront & Harbors	39,555.00	39,341.27	213.73	99.46
75 - UNKNOWN	217,634.01	217,634.01	0.00	100.00
01 - TIF	217,634.01	217,634.01	0.00	100.00
76 - UNKNOWN	555,873.00	547,290.63	8,582.37	98.46
01 - Transfer Station	555,873.00	547,290.63	8,582.37	98.46
77 - UNKNOWN	11,482.00	10,238.06	1,243.94	89.17
01 - Senior Center	11,482.00	10,238.06	1,243.94	89.17
78 - UNKNOWN	544,250.00	542,135.56	2,114.44	99.61
01 - EMS	544,250.00	542,135.56	2,114.44	99.61
79 - UNKNOWN	660,722.00	657,463.39	3,258.61	99.51
01 - Recreation	660,722.00	657,463.39	3,258.61	99.51
80 - UNKNOWN	162,807.00	133,889.98	28,917.02	82.24

over 1

1 SELECTMEN REPORT

Fund: 1
July to June

Account	Budget Net	YTD Net	Unexpended Balance	Percent Spent
80 - UNKNOWN CONT'D				
01 - WCC SPECIAL REVENUE REVOLVING	162,807.00	133,889.98	28,917.02	82.24
Final Totals	11,860,396.08	11,717,931.04	142,465.04	98.80

Draft - Not yet Approved



Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578
207-882-8200

This application form was adopted by the Planning Board on September 99, 2018 under Town Ordinance, Article I, Section 4.4.7 & it replaces all other forms.

10d

SITE PLAN REVIEW APPLICATION

If there is insufficient space for the response, please attach additional sheets as necessary.
Place the applicant's name in the upper right corner of each sheet.
All responses should be legible!

1. Property Data:

Property Owner(s) Name(s): _____

Address: _____

Tax Map: _____ Lot: _____ Zoning District: _____

Deed Book: _____ Page: _____ Zoning Overlay District: _____

2. Applicant Data:

Applicant(s) Name(s): _____

Address: _____

Phone & email _____

3. Design Consultants:

Surveyor Engineer Architect Planner

Name(s): _____

Address: _____

Phone/Fax & email _____

4. Proposal Address: _____

5. Description of Proposed Project: _____

6. Project is New Construction Addition Changer in Use Alteration

7. Current use of the property: Commercial Office Industrial Business Assembly

1-Family 2-Family Multi-Family

Other: _____

8. Proposed use of the property: Commercial Office Industrial Business Assembly

1-Family 2-Family Multi-Family

Other: _____

9. Describe any existing or proposed covenants, restrictions or easements attached to the property.

10. Describe Infrastructure to be Utilized:

Water: _____

Sewage Disposal: _____

Electric: _____

Solid Waste: _____

Other: _____

11. Certification:

Under the penalties available for perjury, I certify that the information contained in this application is correct to the best of my knowledge.

Signature of applicant or agent: _____

Printed name of applicant or agent: _____

Title: _____ Date: _____

12. General Notes:

- A. Applicants are expected to read the Site Plan Review Ordinance which is Article VIII of Wiscasset's Ordinances which can be read and downloaded from the Town's web site.
- B. Waivers may be requested at your pre-application (first) meeting. Each such waiver request shall be in writing and attached to your application, shall cite the specific review item for which a waiver is requested and shall include a specific reason for the waiver to be granted. Waivers shall be at the Planning Board's discretion and based upon the information supplied.
- C. If your project is small, please read Article VIII, Section 5.A.B. "De minimus Projects" in the Town Ordinances.
- D. A complete application consists of a packet of information such as, but not limited to, this application form, a tax map or an identified portion thereof with the site indicated, evidence of right, title & interest in the property (deed, purchase & sale agreement, etc.), plans (sketch, preliminary or final depending on where you are in the review process) and fees. Note that Section 6, b, (7) (b) requires a site plan to be prepared by a licensed land surveyor from a recent boundary survey of the parcel.
- E. You must submit ten (10) complete application packets.
- F. The Planning Board greatly appreciates your application being as complete as possible. Members do not tend to save partial applications from meeting to meeting.
- G. In addition to addressing everything listed in Sections 6A & 6B, the applicant is expected to supply on attached, separate sheets a written (typed is preferred) response to Section 9, the Site Plan Review Standards. You should list the heading (example: (A. Utilization of site) followed by how you will be meeting the particular requirement. See B above.

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
MINUTES, MAY 15, 2018

EXCERPT FROM MINUTES OF MAY 15, 2018:

8. Department Head or Committee Chair

a. Town Treasurer Vernice Boyce – request for administrative office closure June 29, 2018 for year-end closing and TRIO software conversion: **Judy Colby moved to approve the request for year-end closing and TRIO software conversion. Vote 5-0-0.**

Classifieds

Public and Legal Notices

Commissioners Meetings
Commissioners
Hearing Room
Lincoln County Courthouse
Tuesday, July 10, 2018-9:00AM
Tuesday, July 17, 2018-9:00 AM
Tuesday, August 7, 2018-9:00 AM
Tuesday, August 21, 2018-9:00 AM
Tuesday, September 4, 2018-9:00 AM
Tuesday, September 18, 2018-9:00 AM

Interested in a career change?
Check out our classified pages.

TOWN OF WISCASSET OFFICE CLOSURE
The Wiscasset Town Office will be closed all day on Friday, June 29 in order to complete the fiscal year-end closing.

NOTICE
TOWN OF WISCASSET PUBLIC HEARING-COMMERCIAL WASTE DISPOSAL HAULER
The Wiscasset Board of Selectmen will hold a public hearing on Tuesday, July 10, 2018 at 6:00 P.M. in the Municipal Building Hearing Room for Commercial Waste Disposal Hauler License applications for the following:
• Riverside Disposal

PUBLIC NOTICE
TOWN OF BOOTHBAY HARBOR
Dan Bannon from Barney Baker Design Consultants will be holding a public forum to discuss future renovations to the footbridge. The intent of the meeting is to present several design concepts and seek public input on what the town would like to see as we refine the engineering schematics. The meeting will take place at the Boothbay Harbor Town Office, 11 Howard Street, 6:00-7:30 PM on Thursday July 12th.

NOTICE OF CANCELLATION
BOOTHBAY HARBOR PLANNING BOARD
The Boothbay Harbor Planning Board Advisory Group Workshop scheduled for June 28, 2018 at 6pm in the Municipal Meeting Room, 11 Howard street, Boothbay Harbor has been canceled.

TOWN OF BOOTHBAY PUBLIC NOTICE
MOORING FEES
Mooring fees for the fiscal year July 1, 2018 - June 30, 2019 are now due. If possible please use the online mooring system, or you can pay at the Town Office. If you pay in person please have your mooring number with you.
Late fees start after AUGUST 15th.
Peter Ripley-HarborMaster@boothbay
207-380-7283 • harbormaster@townofboothbay.org

NOTICE
TOWN OF WOOLWICH SHELLFISH LICENSES
The Town of Woolwich has been authorized by the Maine Department of Marine Resources to sell 6 Resident Commercial, 1 Non-Resident Commercial, 22 Resident Recreational, and 2 Non-Resident Recreational Shellfish Licenses for the license year of July 1, 2018 to June 30, 2019. The sale of the Commercial licenses will start on July 2, 2018 for those grandfathered to hold a license. All other Commercial applicants will be held for the lottery on September 28, 2018. The sale of the Recreational licenses will start on July 2, 2018.
The applications are at the Town Office, 13 Nequasset Road or you may contact the Town Clerk at 207-442-8723.

PUBLIC NOTICE AND OPPORTUNITY FOR COMMENT
MAINE YANKEE ATOMIC POWER COMPANY WISCASSET, MAINE
Maine Yankee Atomic Power Company and the Maine Department of Environmental Protection (DEP) are hereby providing public notice of proposed changes to certain requirements under the Resource Conservation and Recovery Act Corrective Action Program, which are currently contained in a Compliance Order by Consent, dated July 2, 2008 and also in an Environmental Covenant dated August 24, 2009. Supporting documents are available for review at the Town Office in Wiscasset:
Wiscasset Town Office
51 Bath Road
Wiscasset, Maine 04578
and at the Bureau of Remediation and Waste Management reading room at DEP headquarters in Augusta:
RCRA Corrective Action Program Manager
Maine Department of Environmental Protection
State House Station #17
Augusta, Maine 04333-0017
Written comment on these proposed changes and documents must be provided to the DEP at the Augusta address no later than 30 days from the date of this public notice, and therefore must be received by Friday July 27, 2018. Written comments should be addressed to the RCRA Corrective Action Program Manager. Questions may be directed to Chris Swain, DEP, at 207-485-3852 or Chris.Swain@maine.gov.

Town of Wiscasset Request for Proposal
The Town of Wiscasset is inviting bids for the purchase of one (1) 75 cubic yard closed top transfer trailer. Sealed bids will be received until 3:00 p.m., TUESDAY, JULY 17, 2018, at the Town office, 51 Bath Road, Wiscasset, Maine. Bids must be marked "TRANSFER TRAILER". Bids will be opened during the Selectmen's meeting in the Town Hall Meeting Room and publicly read at that time. Specifications are on file at the office of the Town Manager or can be downloaded from the Transfer Station Department's page on the Town's website at www.wiscasset.org
The Town reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities.

REQUEST FOR QUOTATIONS
Nequasset Waterfront Park ADA Swimming Access Woolwich, Maine
The Town of Woolwich is accepting sealed bids for the Nequasset Waterfront Park ADA Swimming Access project until 10:00 a.m. on July 11, 2018.
In general the work involves installation of paved and gravel walkways and parking lot improvements at Nequasset Waterfront Park off George Wright Road.
Bid packages are available from:
Town Office
13 Nequasset Road
Woolwich, Maine 04579
Tel: (207) 442-7094
Fax: (207) 442-8859
administrator@woolwich.us
By: Katharine Johnston, Town Administrator

NOTICE OF PUBLIC HEARING
TOWN OF BOOTHBAY HARBOR
TITLE 38 § 1022
Notice to the abutting property owners, owners of Fish Weirs or Traps and others, including navigational needs. In response to the following application(s) pursuant to Maine Law Title 38 M.R.S.A. § 1022; on July 9, 2018, the Boothbay Harbor Board of Selectmen will hold a Public Hearing on site, and for the purpose of review the proposed placement of the following structure(s) in the waters of Boothbay Harbor. The hearing will be at the following time and location:
4:00 P.M. Matthew and Maria Rosenberg, represented by LeBlanc Associates, Map #13 Lot #1, 180 Western Ave, Boothbay Harbor, is proposing to add two 10' x 10' kayak floats adjacent to the existing main float; extend the existing ramp from 3' x 34' to 3' x 40'; add a 10' x 10' moored swim float plus an attached 15' diameter water supported trampoline in the waters of Boothbay Harbor, Maine.
These applications are available for viewing at the Municipal Offices, 11 Howard Street, Boothbay Harbor, Maine. Comments or questions may be directed to the Code Enforcement officer any time before the start of the hearing, or to the Board of Selectmen at the public hearing. Written comments need to be addressed to: Warren and Viers, Board of Selectmen, Town of Boothbay Harbor, 11 Howard Street, Boothbay Harbor, Maine 04538. Public comments will be taken at the Board of Selectmen's regularly scheduled meeting on July 9, 2018, at 7:00 p.m.

BAYVILLE BUZZ
By Jeff Allison
The Buzz is back and so is sweet, sweet summer. It is great to see the boats back in their rightful places in the bay and the homes starting to fill up. I hope everyone had a wonderful "off season."
Before you read any further, get your calendar and highlight these important happenings:
July 4: 9 a.m.: Bayville Improvement Association annual meeting, noon Parade, 12:45 cocktail
Aug 4: 9 a.m.: Bayville Village Corporation annual meeting, 5 p.m.: lobster bake
Aug. 11: 1 p.m.: Waterfront Festival
More details to follow at the always exciting BIA meeting. This year the excitement will be brought to a new level since, in an occurrence rare than a blue lobster, there is a spot available for a director to help shape the event's entertainment that is Bayville. That's right, due to Diane's move to the big city there is a vacancy to be filled. Unlike the convalesces that occurred in the past, this year's addition will be decided by a vote at the July 4 meeting.
Word of this opening traveled quickly as the public works department had asked me to send out a reminder that no political signs or banners can be placed on telephone poles in the village. Last week's removal of such things took up the department's entire week and Phil warns that if this trend continues, the viewing stand will not be ready for the parade.

SOUTHPORT
By Leigh Sherrill
I wish I could play the song, a round, running through my mind and of which I have quoted the opening line already several times. "Summer is lumen in, Lhu de (let us) sing coo-ah!" If you want it to run through your head too, google the title and listen to various groups sing it. Maybe the singers during the next "Open Mike" session, planned for an evening, Tuesday, July 10, at the Island Store will include that song in their repertoire.
Music does accompany our celebration of summer on a variety of occasions around the island. Newagen Inn is beginning their summer schedule all with live music by Chip Schwehn in the Pub on Thursday, June 28, from 7 to 9 p.m. followed on July 1 by Steve Vellani at the same time. This season the Pub is playing open house lunch and dinner service. This "celebrated happy hour" runs 2:30-5 p.m. and offers a special snack menu and drink.
On July 2 more music will accompany a lobster bake on the back lawn of the Inn beginning at 5:30 p.m. Lobsters will come off the fire at 6 p.m., but you are invited to come early to grab a drink and enjoy the view. Reservations are required and can be made by calling the front desk at 633-5242.
The Southport Yacht Club's sailing program began Monday, but adults will gather for the annual membership meeting on Saturday, June 30, at 10 a.m. in the club house. Then members and guests will reconvene that evening at 5:30 for the Commodore's Reception.
Soon upon us will be July 4 with all that day's attendant celebrations. On Southport festivities begin at 8:30 a.m. at the Southport Library with music by the Boothbay Region Community Band, coffee, and other activities. Then at 9 a.m. at the Town Landing the Southport Carriage Parade will roll and step off, led by Grand Marshal, Ron Orchard, co-founder and president of the board of trustees of the Southport Society along with Evelyn Shestman, co-founder of the Southport Historical Society. These individuals showcase the 39th anniversary of the museum, a celebration of which will occur at the Southport Town Hall on July 16.
Anyone is welcome to join in the parade strollers, walkers, lake riders, and baby carriages. Feel free to dress and decorate your bike, stroller, or doll carriage in anything red, white and blue. Leaving the Town Landing around 9 a.m., the parade will circle around the Newagen Inn and end back at the Southport Library. Dogs are welcome, but must be kept on a leash at all times. Floats also are welcome! If you would like to display or drive an antique vehicle or float, please contact Melba Hamis (359-9142) or melbaham@maine.net prior to the parade. Thanks to Medea and the Southport Island Association (SIA) for coordinating this event.
We also thank the SIA for a boater's Bolder Day gathering at the Southport Town Hall last Sunday evening. My guess is about 50 people enjoyed each other's company, libations, and good food, welcoming our returning summer friends and catching up on winter experiences. Past president, Barbara Baerem, sent her greetings to all as she remained home to care for husband, Steve, recovering from surgery. Vice president, Medea Hamis, and Carol Allison, treasurer,

"Ever wonder why Coke & Pepsi still advertise?"
Think about it."
- Suzi Thayer, 2004
Call Kathy Frizzell or Sarah Morley. 633-4620



REAR COMMODORE Liz Rettenmaier, left, Commodore Robert Wheeler, Jim Hunt and Vice Commodore JOSEPH CHARPENTIER/Boothbay Register Gardner Rapley at Sunday's ribbon-cutting ceremony.

New Sailing and Education Center official
By JOSEPH CHARPENTIER
The Boothbay Harbor Yacht Club celebrated a momentous occasion June 24 nearly a decade in the making: the ribbon-cutting of the new BHYC Sailing and Education Center.
The club bought the property, formerly known as the McKown House, in 2010 and began housing the Junior Sailing program there in 2011. In 2015, members approved rebuilding on the property. Many designs were considered before the club broke ground last October. The finished product, the Sailing and Education Center, includes administrative office, a conference room, and facilities for junior sailing programs, junior tennis, and social events.
Before cutting the ribbon, the Reverend Sarah Fotiger shared a blessing over the new center and several leaders and important players in the construction of the Center spoke on the history and importance of junior sailing within the club.
Commodore Robert Wheeler thanked those who had the foresight to buy the property when it went on the market. Wheeler also thanked Past Commodores Eric Hakanson and Neil Newton for raising the funds and the members of Boothbay Harbor One Design (BHO-DA) for their large role in the project.
General Manager Charles Barclay said the Center is a major improvement in infrastructure for junior and youth sailing in Boothbay Harbor, in Maine, and throughout the Northeast. "When you see those junior sailors out there in the last week of March when the temperature is 37 degrees... or when they're there in early November when Daylight Saving time is about to end, know that they thank you for all your contributions." Past Commodore Dan Hare ex-tended thanks to Maine Moulah who constructed the building often in inclement weather as well as the designers and the excavation team. President of BHODA Alex Herges, said that beside the celebration of the One Design fleet, their mission in the future is to promote youth sailing along with the hope of passing the passion for Boothbay Harbor's One Design onto the next generations.
Said Jim Hunt, BHYC member of over 45 years, "Over time I became a parent of three in the junior program. Two sailors and a tennis player. Both my sons became instructors... so we were really close to the junior program and what it does for a family, what it does for the children. A lifetime of experience, a lifetime of learning how to have fun, a lifetime of how to play by the rules."

BY THE WAY
If you are interested in submitting an article for the next issue of the Register, please contact the Editor at 633-5242 or via email at editor@boothbayregister.com. The deadline for the next issue is July 10, 2018.

SHEPHERDED THIS EVENT.
Celebrating 30 years of growing the Southport Historical Society, the Friends of the Southport Historical Society encourages all to consider membership in the organization to assist in its efforts to preserve and celebrate the history of Southport. For information on how to join the "Friends of the Southport Historical Society" please check out the website at www.southportmainehistory.com/ Under menu list Membership/Volunteering and then open the member form. You can also stop by the museum and pick up a form.
With all this activity you may need a room or two for extra house guests. Cozy Harbor Bed & Breakfast is open and taking reservations for this summer and beyond. Mention you sent them and a discount will be made to their bill. Hot morning coffee is included. Call Cory Harbor, please check out the website at www.cozyharbor.com. Many suggestions for Southport attractions are listed on this website, as well as in the Boothbay region. Call 633-5546 for availability through Oct. 10.
Southport has much good news, but bad news does occur. Look elsewhere in the paper for an article on police and rescue action following a shooting on Church Street, Thursday night. One person was arrested, and two people were injured following what is deemed to be a domestic dispute.
Due to the Fourth of July holiday, I will be writing this column on Friday, June 30, this week. Please send all news by that date to killeigh@roadrunner.com or put a written note in the envelope tucked to the wall on your right as you enter the Island Store. Thanks and have a happy and safe Fourth.

11a (1)

Marian Anderson

From: Leslie.Roberts@dell.com
Sent: Thursday, July 12, 2018 8:48 AM
To: townmanager@wiscasset.org
Cc: billmaloney5@yahoo.com; selectmancolby@wiscasset.org; kandersson93@gmail.com; seafielddfarm@gmail.com
Subject: RE: Trees - Main Street MDOT Project?

Good morning, Marian. I hope you are well.

I didn't see included in the minutes of the January 9, 2018 BOS meeting that the Select Board agreed to the PAC's verbal recommendation that NO trees to be included in the Main Street build. I would also like to note that the PAC did not unanimously agree to that decision – there are three members of the PAC that would like to keep the trees but agreed to let the Board make the final decision.

Does this mean that we might be able to discuss this with the Board at the next meeting?

If the final written recommendations have not yet been approved by the Board, I am hoping we can come up with a solution to include greenery in the plan – the MDOT plans initially included both trees and plantings, and that is what the people of Wiscasset voted to approve.

Thank you for your consideration.

Warm regards,

Leslie Roberts

Global Support & Deployment Services Specialist IV
US Southeast

Dell EMC | Services

Phone: +1-512-723-0419

Leslie.Roberts@Dell.com

Office Hours Monday-Friday 8:00am-5:00pm EST

To provide feedback, please contact my manager Matt.Suits@dell.com



From: Roberts, Leslie
Sent: Tuesday, July 10, 2018 5:17 PM
To: 'Marian Anderson'
Cc: billmaloney5@yahoo.com; selectmancolby@wiscasset.org; kandersson93@gmail.com
Subject: RE: Trees - Main Street MDOT Project?

Thank you, Marian! You are very efficient. Copying all on my reply:

Based on the December 4 meeting of the PAC, the PAC agreed to:

1. Meet with experts/arborists to obtain recommendations for other tree options. Based on the BOS meeting notes/Lonnie's comments, that did not happen.
2. Present those finding to the Board. The Japanese Lilac was only one of the options included in the survey; there are a multitude of perfectly well-behaved trees we can choose from to include in the plan. The estimated cost of tree and installation, as provided by an arborist from the City of Portland, would be approximately \$600/tree.
3. Did the Board make a final decision on the PAC recommendations?

Thank you for your time and consideration.

Leslie Roberts

Global Support & Deployment Services Specialist IV
US Southeast

Dell EMC | Services

Phone: +1-512-723-0419

Leslie.Roberts@Dell.com

Office Hours Monday-Friday 8:00am-5:00pm EST

To provide feedback, please contact my manager Matt.Suits@dell.com



From: Marian Anderson [<mailto:townmanager@wiscasset.org>]

Sent: Tuesday, July 10, 2018 4:50 PM

To: Roberts, Leslie

Cc: billmaloney5@yahoo.com; selectmancolby@wiscasset.org; kandersson93@gmail.com

Subject: RE: Trees - Main Street MDOT Project?

Please see the attached minutes from the BOS meeting. See item # 8

Marian L. Anderson, Town Manager

Town of Wiscasset

51 Bath Road

Wiscasset, Maine 04578-4108

207-882-8200 x 108

From: Leslie.Roberts@dell.com [<mailto:Leslie.Roberts@dell.com>]

Sent: Tuesday, July 10, 2018 3:50 PM

To: townmanager@wiscasset.org

Cc: billmaloney5@yahoo.com

Subject: Trees - Main Street MDOT Project?

Dear Marian,

I attended the PAC meeting last night, and it appears to me that there is some confusion about if/when the PAC presented findings to the Board about including trees on the Main Street rebuild. I believe the PAC is writing up final findings to present to the Board within the next few weeks, but during their December 4 meeting the PAC agreed to

leave the final decision about trees up to the Board to make. MDOT had presented a plan that DID include trees on Main Street, and the tree option was included in the Survey Monkey. The Board has NOT made an official decision on trees, yet MDOT excluded trees when they put the Main Street plan out to bid and is now stating that they are not responsible for including them. I don't see any record of the PAC going before the Board to discuss, but if I missed a meeting, please set me straight.

Can this discussion be added to the agenda asap? I know this may appear to be a small point, but now is the time to try to perhaps get MDOT to compromise. Once the bricks are down, there's no going back. ☺

Thank you for your consideration. Copying Bill Maloney on this email. Bill, Cynthia, and Seaver are in favor of including trees in the plan.

Leslie Roberts

Global Support & Deployment Services Specialist IV
US Southeast

Dell EMC | Services

Phone: +1-512-723-0419

Leslie.Roberts@Dell.com

Office Hours Monday-Friday 8:00am-5:00pm EST

To provide feedback, please contact my manager Matt.Suits@dell.com



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WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
MINUTES, JANUARY 9, 2018

Present: Bob Blagden, Chair Judy Colby, Katherine Martin-Savage, Vice Chair Ben Rines, Jr., Jeff Slack and Town Manager Marian Anderson

1. Pledge of Allegiance

2. Approval of Treasurer's Warrants

- a. Kathy Martin-Savage moved to approve the payroll warrants of December 22, December 29, 2017 and January 5, 2018. Vote 5-0-0.
- b. Ben Rines, Jr., moved to approve the accounts payable warrants of December 26, 2017 and January 9, 2018. Vote 5-0-0.

3. Approval of Minutes

Bob Blagden moved to approve the minutes of December 19, 2017 as amended. Vote 5-0-0.

4. Special Presentations or Awards – none

5. Committee Appointments – none

6. Public Hearings – none

7. Public Comment

James Kochan, owner of a downtown business, asked about the negotiations with the MDOT regarding the downtown traffic plan. He said renewal of leases is coming up and merchants need information regarding the project and parking. Marian Anderson said Attorneys Peter Murray and John Shumadine continue to communicate with the MDOT leadership. Counsel stated that the last meeting was positive and productive and will report to the board in executive session on January 16, 2018 at 5 p.m.

Seaver Leslie asked whether there was any dialogue between anyone other than the attorneys regarding negotiations. Anderson said the board gave directions to the attorneys to negotiate with MDOT and was unaware of any other negotiations.

Ben Rines, Jr., moved to meet at 5 p.m. in executive session on January 16, 2018. Vote 5-0-0.

8. Department Head or Committee Chair

Lonnie Kennedy Patterson, chair of the Public Advisory Committee, reported on the survey results regarding benches, bike racks, trees, bollard and chain, tree grills, street lights, and sidewalk bollard

lights for the downtown project. The board was given illustrations of these elements. He reported on the discussion about trees, the Japanese lilac tree was chosen by the voters, but later found that it was high maintenance and had problems in general, so there was a consensus to not include trees, but substitute plantings.

9. Unfinished Business

- a. Winter Parking Ban: The issues regarding winter parking in the town parking lots were discussed and it was the consensus of the board that the winter parking limitations would be in force from November 1 to April 15 and overnight parking would be by permit only, the fine for illegal parking would be \$20. Ben Rines, Jr. moved to adopt the amended Town of Wiscasset Winter Parking Ban ordinance with the recommended changes. Vote 5-0-0.
- b. Hesper and Luther Little restoration updates-Bill Gemmel: Gemmel recommended that the artifacts remaining from the Luther Little and Hesper, as the few traces of Wiscasset history, be preserved. His recommendation was that the board: 1) designate a space to display the artifacts near the waterfront at one of the piers, 2) authorize the painting and restoration of the wooden pieces, 3) obtain a display case to protect the wooden pieces and 4) after restoration, move and install the metal and wood pieces. It was suggested that help in building a display case might be available from Two Bridges Jail or Shelter Institute. Kathy Martin-Savage said that in 1980 funds were collected to save the two ships by "Friends of the Schooners" and she asked whether any of those funds might be available. The grassy area near the recreational pier was suggested for security purposes. The board approved the concept, contingent upon costs to the town.

10. New Business

- a. Pier Vendor Winter Permit Applications - Wiscasset Area Chamber of Commerce: Ben Rines, Jr., moved to grant the permit and waive the fee. Vote 4-1-0 (Blagden opposed)
- b. Library request for funding: Wendy Ross Eichler, President of the Wiscasset Public Library Board of Trustees, had submitted a request for a contribution of \$57,250 from the Town of Wiscasset toward the library's operating budget for 2018, a \$5,000 reduction from last year's request which the town funded. There was a consensus that the request be included in the budget. The request will be brought forward for discussion.
- c. Spirit of America: Bruce Flaherty, Maine Spirit of America, reminded the board to send in its Spirit of America winner recommendation.
- d. Central Maine Power's Tree Care Program: A letter had been received from Thomas Irwin, Vegetation Management, Central Maine Power, regarding tree work in Wiscasset giving phone number and website if residents have questions. Ben Rines, Jr., asked that the town be notified in advance that work will be done in Wiscasset.

11. Town Manager's Report

Marian Anderson said the offices of Senators Collins and King are following the proposed federal legislation regarding storage of nuclear waste and will contact the board when their review is complete.

Anderson listed the updates to the town's website including a link to register one's dog online and contact number to report an animal complaint; current tax year information; link to re-register a vehicle, boat, snowmobile or ATV; link to Maine Forest Service for burn permits; food pantry information and link for winter fuel assistance; link to State of Maine Voter guide, how to register to vote, etc.; links for hunting and fishing licenses, renewal of driver's license or Maine ID card. The harbormaster information has also been added to the website. Anderson asked for comments and suggestions.

Anderson said she has received information from CMP about the town's street lights and she will check to see that street lights at the airport are not being billed to the town.

Anderson recommended that the town, as a service center, join the MMA Maine Service Center Coalition which this year will be discussing prison funding, and excise and sales taxes.

Judy Colby moved to appoint Town Manager Marian Anderson as voting delegate for MMA Maine Service Center Coalition. Vote 5-0-0.

12. Other Board Business

The next regular board meeting will be held on January 23 at 6 p.m. An executive session will be held on January 16 at 5 p.m.

In response to Bob Blagden's question, Police Chief Lange reported that a mine sweeper had sunk near Mason Station and will be extracted by a salvage company; the town is not involved.

13. Adjournment

Kathy Martin-Savage moved to adjourn the meeting at 7:24 p.m. Vote 5-0-0.

11a (2)

Marian Anderson

From: Karl Olson <mainepls@gmail.com>
Sent: Tuesday, July 10, 2018 12:43 PM
To: Marian Anderson
Cc: Jackie Lowell
Subject: ORC Report to the Select Board
Attachments: 10007-2015 ZONING LAND USE MAP_DRAFT 20180110.pdf

Mariian: I ask that you send this along to the Select Board

Wiscasset Select Board:

In 2015, I was hired by the town planner to draw a new, proposed zoning map for adoption by the Town. See the attached PDF. This map was to conform to the new zoning districts that were mandated by the Comprehensive Plan. At last night's ORC meeting, I presented a first draft to the committee with the idea that several sets of new eyes reviewing it at this point was a good idea. While there were several observations that can/will be incorporated, surprise was the main response. In retrospect, I should have expected this since these changes came out of the adoption of the Comprehensive Plan some 12 years ago in 2006 and at least half of the ORC were not involved back then. Town's are supposed to review their Comprehensive Plans every ten years. Wiscasset is two year's behind schedule already. The ORC voted that I stop my work on any new zoning map until the Town has had an opportunity to review their twelve year old opinions. The Comprehensive Plan is not some peace of paper fulfilling a bureaucratic checkbox. It is the document upon which our land use ordinances are supposed to be based.

There are guidelines available from the State on reviewing a plan and I am sure that Lincoln County Planning can be of great assistance. However, this review isn't something that can be done in sixty days at zero cost. It will need a budget.

The ORC looks forward to any direction that you may choose to provide.

Karl Olson

--
Karl Olson, Chair
Wiscasset Ordinance Review Committee
147 Bradford Road
Wiscasset, ME 04578
207.882.7008



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1/a(3)

Marian Anderson

From: Leonard, James E <James.E.Leonard@maine.gov>
Sent: Sunday, July 01, 2018 7:35 PM
To: townmanager@wiscasset.org
Subject: Thank you

Hi Marian,

I wanted to pass along a "thank you" and to acknowledge my appreciation to your towns Assistant Fire Chief Nick Merry. He stopped to aid an elderly woman who was having a medical issue and had passed out while driving on I295 in Brunswick. His compassion and care was evident and was a great comfort to this woman. I am thankful for his willingness to step up and help someone in need, and it is a testament to his character and the dedication he has to those he serves. Please pass this along to the Fire Chief and Nick, as I do not have their email addresses.

Respectfully, James

Trooper James Leonard
Maine State Police - Troop D
36 Hospital Street, SHS 20
Augusta, ME 04330
Phone: (207) 624-7076





U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

1200 District Avenue
Burlington, MA 01803

11a
④

June 26, 2018

Marian L. Anderson, Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578-4108

Dear Ms. Anderson:

The Federal Aviation Administration (FAA) Office of Airports continues to review the Town's compliance with Grant Assurance 20 Hazard Removal and Mitigation and to monitor your progress to obtain an easement on the Chewonki Campground property. As a reminder, the Town of Wiscasset, as sponsor to Wiscasset Airport, is bound by 39 Grant Assurances (attached) to operate and maintain a safe and efficient airport. We are requesting an update and timeline for continued action to obtain the easement as well as interim measures to maintain safety at the airport.

The FAA reviewed the response provided by the Chewonki Campground dated May 29, 2018. Many of the airport operational requirements outlined in their response are impracticable such as a "no fly zone", restriction on hours of operation, special procedures, and routing to and from the airport. Additionally, they are restrictive and do not meet FAA airspace or aircraft operating standards without limitation. Moreover, the negotiation of the easement is limited to the fair market value of the land generated from the appraisal process.

With regard to the compensation request, \$320,000 is significantly above the fair market value identified in the appraisal for the easement. The Sponsor is reminded per FAA AC 150/5100-17, that just compensation for real property is the Fair Market Value for the aviation easement. Such a significant disparity in values would need to be fully reviewed, including the Chewonki Campground appraisal meeting the requirements outlined in Chapter 2 of this AC.

In your May 15, 2018 letter to the FAA, you indicated that the Town Council would initiate discussions regarding the option of eminent domain in the June timeframe. Assuming that the negotiations are unsuccessful, a Town vote will occur in November 2018 regarding the use of eminent domain to obtain the easement.

We are concerned that community support for eminent domain could be unsuccessful. Given this and a six-month timeframe before the Town vote, what interim safety mitigation plans are you taking today to address the existing trees within the Runway 7 approach? Second, how will you meet Grant Assurance 20, Hazard Removal and Mitigation, should the vote for eminent domain be unsuccessful?

We would appreciate a response by July 13, 2018. If you wish to discuss these issues, you may contact me at 781-238-7600.

Sincerely,



Gail B. Lattrell
Director, Airports Division (Acting)

CC: Jorge Panteli – FAA
Michelle Ricci – FAA
Luke Garrison – FAA
Mary Ann Hayes – MEDOT Aviation
Stacey Haskell – MEDOT Aviation
Tim LeSiege – MEDOT Aviation



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Please respond to our Portland office

- James A. Hopkinson
- Richard J. Abbondanza
- Gerald B. Schofield, Jr.

May 29, 2018

Shana Cook Mueller
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029

Sent via Email and Regular Mail

Re: Avigation Easement, Chewonki Campground, Wiscasset Maine

Dear Shana:

My client has now received and has had an opportunity to review an appraisal of the avigation easement proposed to be acquired by the Town of Wiscasset over the property and the impact on the overall value of their property after the easement has been acquired, whether by negotiation or otherwise.

My client is willing to negotiate the conveyance of the avigation easement to the Town of Wiscasset on the following terms and conditions.

1. Implementation of improved safety measures:

Implementation of safety measures is an important aspect of the overall transaction. While the avigation easement is important to remove impediments to landing, the safety of persons on Chewonki Campground is a critical component of the overall agreement.

- (a) Chewonki Campground will be designated as a "No Fly Zone" on all FAA approved and authorized Sectional Charts, WAC Charts, Low Altitude IFR Charts and Instrument Approach Charts;
- (b) Special procedures for VFR and IFR Approaches to Runway 7 and Departures from Runway 25 will be established to provide:
 - i. All aircraft (VFR and IFR) landing on Runway 7 will be establish on a stabilized final approach to Runway 7 no later than the west side of Montsweag Brook;

- ii. All aircraft departing Runway 25 will maintain runway heading until the aircraft has reached the west side of Montsweag Brook and an altitude of 2000 feet;
- iii. No left turns on departure from Runway 25 until 5 miles from the airport;
- iv. All aircraft departing Runway 25 will use the full length of the runway with no intersection departures;
- v. Noise Abatement Procedures with established maximum decibel levels over the Chewonki Campground will be established together with monitoring stations (sample procedures attached);
- vi. Copies of all such procedures in both descriptive and charted format will be made available to all pilots with (a) direct mailing to all pilots with aircraft based at KIWI; (b) hard copies made readily available on airport for pilots of transient aircraft;(c) standard airport signage regarding the noise abatement procedure will be installed on the airport and at the airport departure ends of each taxiway; (d) noise abatement procedures will be published on the airport website and on public access websites (airnav.com, aopa.com, nbaa.com, iflightplanner.com and other similar sites);
- vii. No non-essential approaches to Runway 7 will be made between 9:00 pm and 8:00 am local time.

2. Cutting Procedures:

- i. Timing on tree cutting and removal will be established. Generally, such cutting will be scheduled to commence and end so as to not interfere with campground operations (the appraisal assumes the cutting will not occur during campground operations) and will be completed to allow 2 planting of grass (fall and spring) before the start of campground operations for the season following the cutting;
- ii. The Town's engineer will provide both an erosion control and planting design and schedule;
- iii. Proof of insurance to cover any damage to my client's property will be provided with my clients named as additional insureds. We assume this will come from the professionals hired to perform the tree cutting / removal;
- iv. Prior to commencing any cutting, a "pre-construction meeting" will be conducted on-site with the Town Manager, a representative from the company doing the cutting; the construction manager designated by the Town and the owners of Chewonki Campground.

- v. Prior to the pre-construction meeting the trees to be cut will be specifically marked and such trees will be reviewed and acknowledged by the representative of the company doing the cutting.
- vi. The appraisal has taken into account reasonably anticipated damage to the premises resulting from the cutting and has established the "after" value with such damage in mind. Excessive damage will be repaired or compensated for by the Town / tree cutting company / Insurance, etc...

3. Offsite improvements

To return the business operations of the campground to as close to normal in the fastest manner possible and in recognition that tent sites will be inappropriate in the area where trees have been removed, the tent campsite in the area affected by the avigation easement will be converted to mobile home / trailer sites. To accommodate such sites, a new septic system will be installed because the existing system is not large enough. My understanding is that the current septic system is located on Town of Wiscasset property. The Town will agree to convey to my clients a septic easement for no additional consideration. The size and location to be determined and finalized before negotiations are completed.

4. Final Compensation:

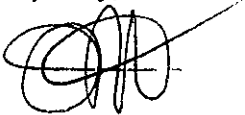
Based upon the appraisal, the damages calculated for the establishment of the avigation easement is \$320,000.

Once tentative agreement has been made on the essential aspects of this offer a copy of the appraisal will be made available to the Town.

Please review the foregoing with your clients.

We anticipate scheduling a meeting with the Town to negotiate final terms of this offer.

Very truly,



James A. Hopkinson
Email: jhopkinson@hablaw.com

JAH/cac



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Shana Cook Mueller
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smueller@bernsteinshur.com

May 15, 2018

Gail Lattrell
Acting Director, Airports Division
U.S. Department of Transportation
Federal Aviation Administration
1200 District Avenue
Burlington, MA 01803

RE: Corrective Action Plan for Wiscasset Municipal Airport

Dear Ms. Lattrell:

I'm writing to you in my capacity as the Town Attorney for the Town of Wiscasset, Maine (the "Town") in response to a letter to Marian Anderson, Town Manager, dated April 16, 2017 from former Director Mary T. Walsh. My letter to you today is meant to provide the FAA with the corrective action plan Ms. Walsh requested. Below, I will outline the Town's next steps to address the immediate safety issue for the Runway 7 approach. The Town has diligently pursued the process of removing obstructions, cutting necessary trees and obtaining (and/or expanding existing) aviation easements where necessary according to the required process outlined in applicable law. The Town has thus far been unsuccessful in achieving a negotiated aviation easement over the Chewonki Campground property. Since the Town Manager received your April letter, the airport consultant retained by the Town, Janice Bland of Stantec Consulting, a Maine Department of Transportation official, Tim LeSiege, myself and Town Manager, Marian Anderson met to discuss and construct the requested corrective action plan. We have also corresponded with the Chewonki Campground owner through counsel. In addition, we received feedback from the Town Board of Selectmen at their meeting on May 15, 2018 regarding this corrective action plan.

The Town's first priority has been to negotiate a fair and appropriate settlement on the aviation easement with the Chewonki Campground property owner. They have informed us that the only reason they have not responded to the Town's offer letter dated June 19, 2017 is the difficulty they have had retaining the services of a competent appraiser to help them formulate their response. If you, or your staff, would like to review all correspondence since the Town's offer letter dated June 19, 2017, we can provide copies of the documentation. Directly following our receipt of the aforementioned letter from Ms. Walsh, I sent their attorney a certified letter asking for an update and a plan regarding their response to the Town's offer letter. Their attorney

responded last week informing us that they expect to receive an appraisal within weeks and will then respond to the Town's offer letter.

In Ms. Walsh's letter we were asked to address three specific items in our corrective action plan and we will take those one at a time below.

1. Eminent Domain

We were asked to address the use of eminent domain. In the event that we do not receive a satisfactory acceptance or counter offer by the end of May, the Board of Selectmen will begin to discuss the eminent domain process at one of its June 2018 meetings (this will likely be on June 19, 2018). On May 1, 2018, I sent a certified letter to the campground's attorney informing them of this component of the Town's plan. The Town of Wiscasset is a town meeting form of government and thus a vote to approve eminent domain requires a vote of the town voters. Wiscasset's next referendum date is November of 2018 and beginning the discussion and process in June would enable the Town to finalize the language by the end of the summer when State statutes require ballot language to be finalized.

2. Displacing/Relocating Threshold of Runway 7

We were also asked to address the option of displacing/relocating the threshold of Runway 7. According to Janice Bland from Stantec, a 1,240 foot displacement to Runway 7 was analyzed as part of the 2014 Airport Master Plan Update (AMPU), of which the final document was submitted to the FAA on 23 January 2015. It was determined that this alternative would have major impacts to operations at the airport. Displacing the threshold would shorten the usable runway length by 1,240 feet for aircraft landing on the Runway 7 end and taking off from the Runway 25 end, which would only allow 2,157 feet of usable runway for these operations. This would significantly restrict aircraft from being able to use the airport. The majority of the aircraft currently using the airport require more than 2,157 feet to land and takeoff on Runway 7-25 based on the runway length analysis included in the 2014 AMPU. This includes aircraft similar to the Piper PA 32 Saratoga, Pilatus PC 12, Beech King Air 200, and Cessna Citation CJ2, which frequently use the airport.

The location of the displaced threshold was determined based on the point where the displaced threshold siting surface was clear of vegetative and manmade obstructions off airport property based on treetop data obtained in 2011. It is probable that the runway would need to be displaced even longer as the treetop data is seven years old and the trees most likely have grown, which would have even a greater impact to airport operations.

3. Another Option Acceptable to the FAA

Lastly, we were asked to address any other option that would be acceptable to the FAA. Over many years and recently at the meeting among Janice Bland, Tim LeSiege, myself and Marian

Mary T. Walsh
May 15, 2018
Page 3

Anderson following the Town's receipt of Ms. Walsh's April 16, 2018 letter, the Town has determined that there are no other operationally or financially feasible options for mitigating the trees that obstruct the critical safety surfaces in the Town's informed opinion.

We look forward to working with the FAA further on the implementation of our corrective action plan to ensure the airport's safe and continued operations.

Sincerely,



Shana Cook Mueller

cc:

Marian Anderson
Jim Hopkinson, Esq.
Janice Bland, Stantec Consulting
Tim LeSieve, Maine Department of Transportation
Jorge Panteli, FAA