

la

Erin Williams

467 Lowelltown Road

Wiscasset Maine

December 19, 2019- Talked to Mr. Merry and Chris Cossette concerning an issue at 467 Lowelltown Road. Called DHHS and the Wiscasset Police Chief

December 23, 2019- Talked to the Wiscasset Police Chief concerning the kids

December 24, 2019- Check on possible rat exterminators, talk to Erin Williams, schedule an appointment to look at her house. Check on possible exterminators

December 26, 2019- Met the police chief at 467 Lowelltown Road for inspection, Report to whom it may concern detailing the conditions found at 467 Lowelltown Road owned by Erin E. and Lester E. Williams.

January 2, 2020- E-mail to Legal Services Department from John O'Connell- Dangerous Building Question. His contact was Richard P. Flewelling, Senior Staff Attorney. He advised not to use the "Dangerous Buildings" law, but use Local Health Officer under section M.R.S. Section 461, Notice to owner to clean premises; expenses on refusal.

First two weeks of January 2020- Contacted Betsy Harrington Vice President, Retail Lending for Bath Savings, concerning the conditions at 467 Lowelltown Road. E-mailed pictures of the property and gave her the information on Modern Pest Services. She sent the information to Anthony Jamison, Loss Prevention Specialist, Commercial Credit. I received information that Bath Savings would work directly with Modern Pest Services. E-mail to Ashley Tuller from DHHS explaining conditions of the home at 467 Lowelltown Road.

January 16, 2020- Received an e-mail from Anthony Jamison with Modern Pest Service Schedule

January 29, 2020- E-mail from Anthony Jamison, The technician from Modern Pest was unable to enter 467 Lowelltown Road, He ask what the towns intentions for

this property and if I could assist in getting the technicians inside to check the traps.

February 13, 2020- E-mail from Anthony Jammison. Just checking in to see where the town stands on the habitability of the property. I e-mailed back asking if the two legged occupants had moved, they mentioned acquiring an apartment in Bath, and ask if the four legged occupants had left. The double wide needs the roof repaired, the wiring repaired and extensive cleaning inside and out before this property can be habitable. I ask what the banks intentions were.

March 16, 2020- Letter to Erin Williams, concerning the cleanup of the front yard and asking what the plans for her property. Ask for notification before March 30, 2020.

May 19, 2020- Certified letter to Erin Williams to remove the rubbish in her front yard. There was mention of a camper trailer being parked on the property. I talked to Megan Zarnoch, Erin's new DHHS contact, she inspected the camper and approved the use of the trailer for the summer. The reason for the trailer was to have a place to stay while they repaired the mobile home. That could only be there if everything rubbish was removed and the trailer was connected to water, sewer and electricity. I approved the use of the trailer knowing it was not hooked up to water and sewer knowing there was water and sewer inside the mobile home. They were not to stay inside the mobile home. Also told her she had until June 15, 2020 to cleanup her yard or she would be in violation of Wiscasset Town Ordinance Article V.

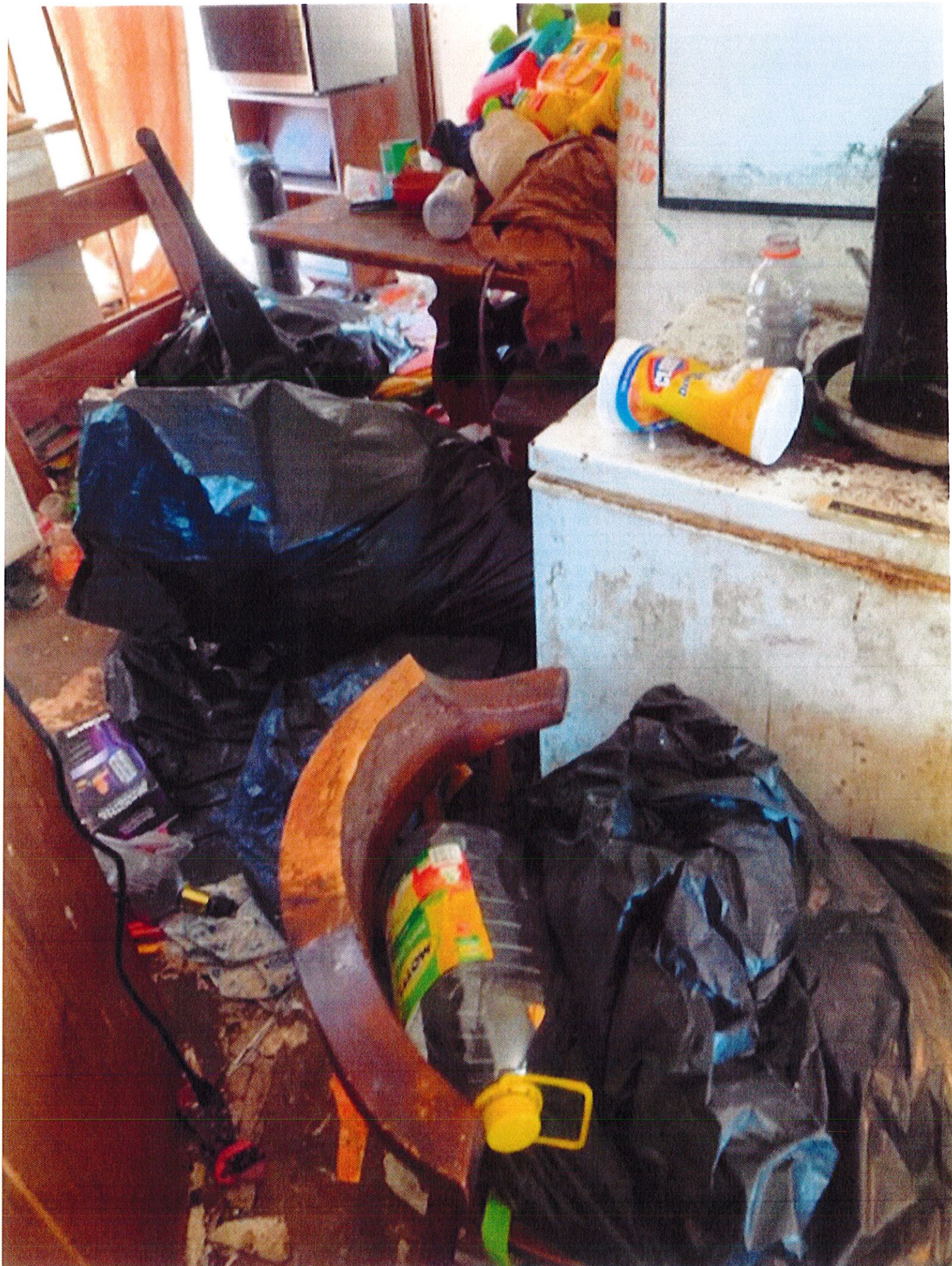
August 31, 2020- Letter to Erin Williams thanking her for the cleanup work on the property, asking about the repair work that had been completed so she could move back in. I told her she could not stay in the camper later than November first. Ask her for the status of the repairs.

November 2, 2020-Certified letter telling Miss Williams she was in violation of Wiscasset Town Ordinance V-Solid Waste, Section 1,1.1. On her property there are several bags of garbage and or rubbish, a pile of waste materials (particle board), a couch, a sheet of plywood and miscellaneous items around her house.

Because the accumulation of garbage attracts vermin (rats) and due to these issues last year, I will need to check the inside of your mobile home for any garbage or a source of future infestation of rats. Please let me know when that is possible.

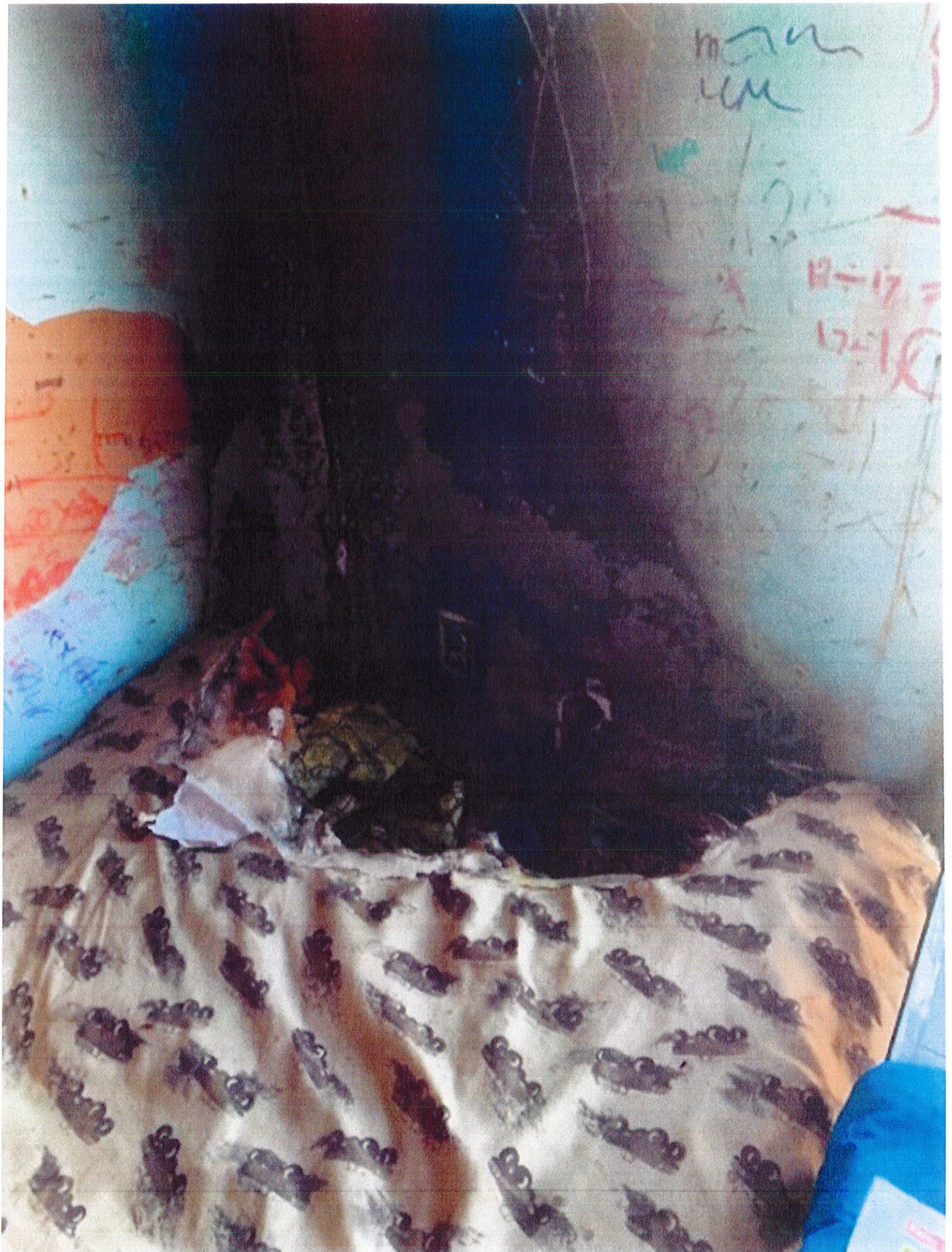
December 8, 2020- Certified letter to Erin Williams. Miss Williams reminding her of a letter dated November 2, 2020 advising of a violation and gave her until December 28, 2020 to remove all garbage, rubbish, debris from her property, inside and out. If you choose not to clean up your property, I will have no choice but to have the property cleaned up at your expense. Certified Mail Returned 1/15/21







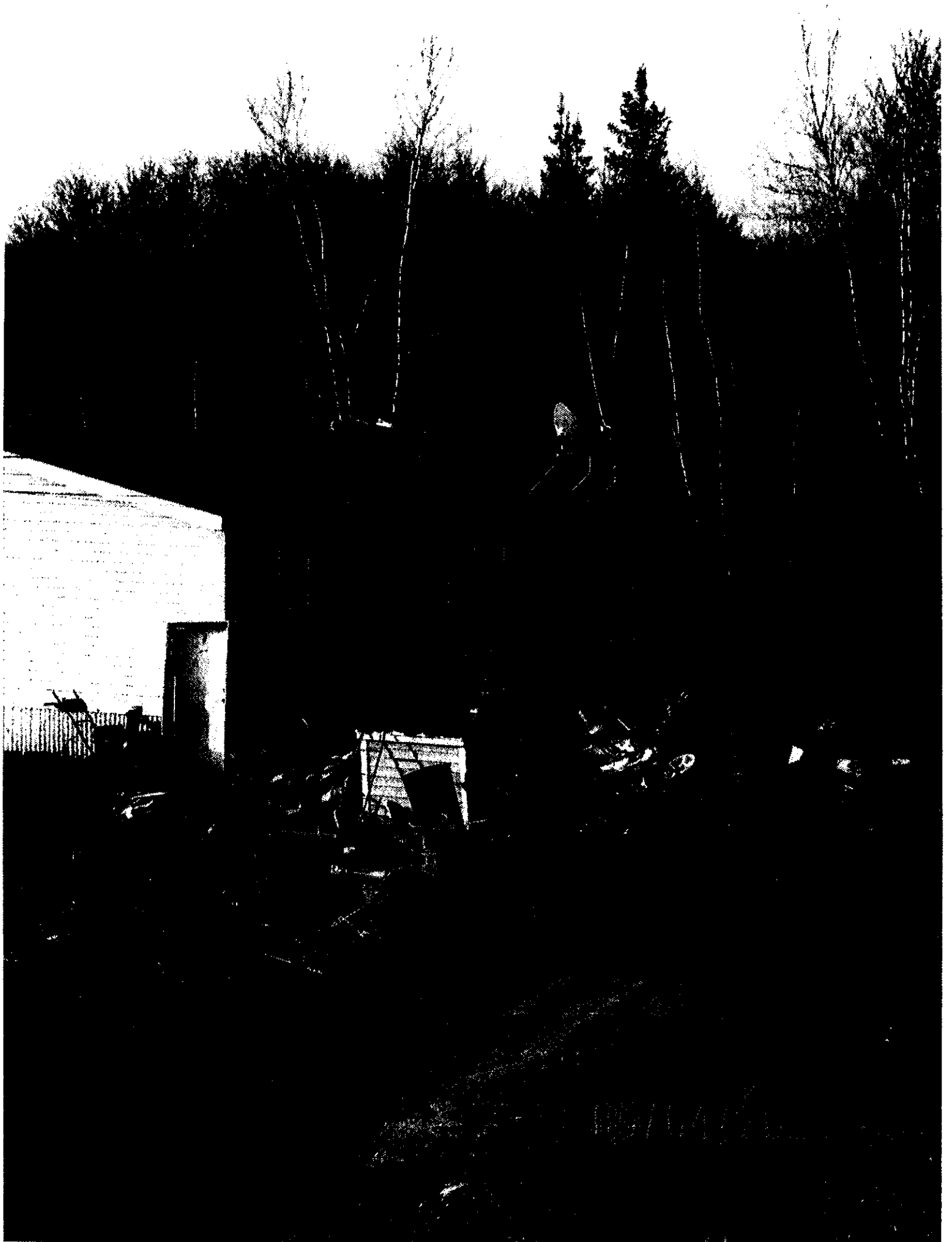




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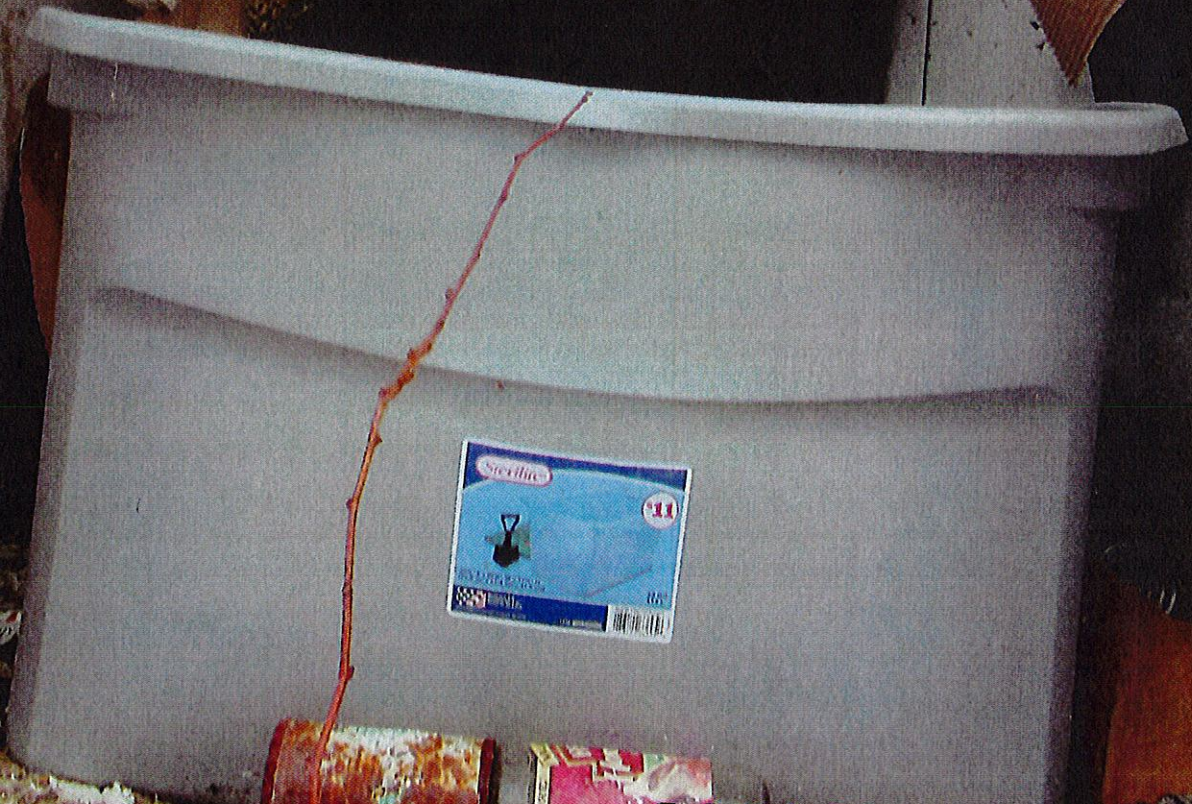
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Handwritten text on a blue and orange background, possibly a piece of fabric or paper.



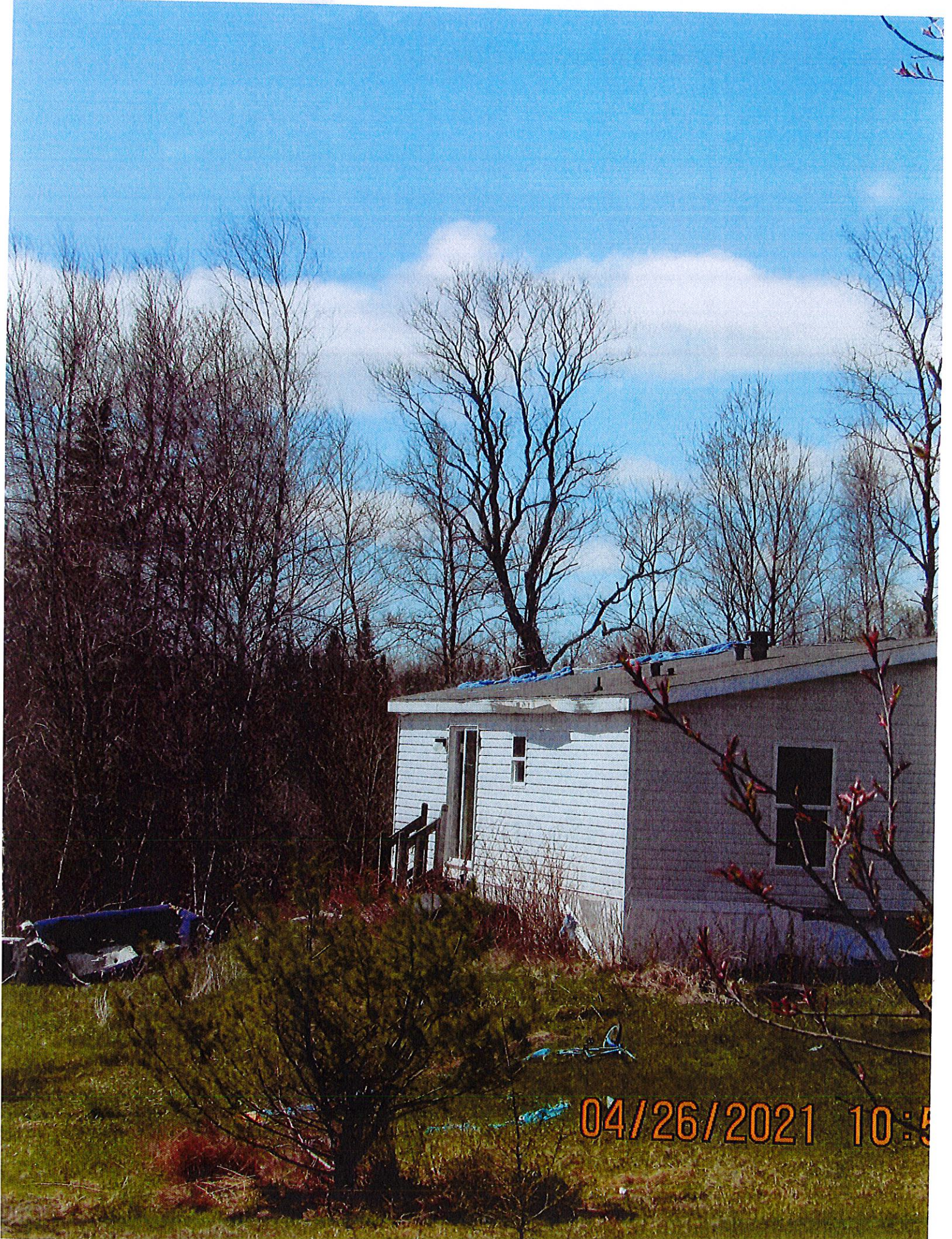


10/26/2020 13:00





04/26/2021 10:5



3a

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
April 20, 2021 via Zoom

Preliminary Minutes

Present: Kim Andersson, Chair Pam Dunning, Vice Chair Kathy Martin-Savage, Jeff Slack,
Sarah Whitfield and Town Manager Dennis Simmons

The Chair called the meeting to order at 6:01 p.m.

1. Approval of Treasurer's Warrants

- a. **Kathy Martin-Savage moved to approve the payroll warrants of April 9 and April 16, 2021. Vote 5-0-0.**
- b. **Kathy Martin-Savage moved to approve the accounts payable warrants of April 13 and April 20, 2021. Vote 5-0-0.**

2. Approval of Minutes

- a. **Kathy Martin-Savage moved to approve the minutes of April 6, 2021. Vote 4-0-1 (Slack abstained).**

3. Special Presentations or Awards

a. Wiscasset High School Climate Presentation: Ralph Keyes, Advisor for the Sheepscot Climate Action Club introduced Grace Greene, who spoke on climate change resulting in rising levels of water in the Gulf of Maine and its effect on Wiscasset, and the warming of the Gulf of Maine and its effect on the fishing industry. Maria West shared resolutions the group had developed such as declaring a climate emergency, creating a town-wide mobilization effort, creating an energy efficiency committee, tracking greenhouse gases, signing on to the global covenant of mayors for climate and energy initiative, encouraged the Town of Wiscasset create a climate action plan. She said no date has been set for response from the board. Pam Dunning thanked the committee for sharing their ideas with the board. Sarah Whitfield said that many of the topics covered will be covered by the Comprehensive Plan. The non-binding document will be on the agenda at a future meeting.

4. Committee Appointments

a. Cemetery Committee: **Kathy Martin-Savage moved to appoint Loretta Morse Leighton; David Sawyer; Anthony Rauseo, Jr.; Peter H. Wells; Judy Flanagan; and Steven Christiansen to the Cemetery Committee.** One additional member will be required for the seven-member ad hoc committee. In response to Peter Wells' question, Pam Dunning said the committee will be supplied with a committee handbook and will be assigned work by the select board. **Vote 5-0-0.** Dennis Simmons will set up an initial meeting with the committee for the election of officers.

b. Appearance of the Town Committee: **Kathy Martin-Savage moved to appoint Jan Flowers, Larry Flowers, Candace Cahn Iampietro to the Appearance of the Town Committee. Vote 5-0-0.**

c. Comprehensive Planning Committee: **Kathy Martin-Savage moved to appoint Valerie Young to the Comprehensive Planning Committee. Vote 5-0-0.**

5. Public Hearings -none

6. Public Comment on Non-agenda Items

Ed Polewarczyk, referring to Article 6 on the town warrant, said the public needed basic information on the airport solar project that would normally be presented during a fact-finding period prior to negotiations. He asked about the actual location and whether clearcutting would be necessary. He also asked about the state approval and whether the power and energy parameters were known. Other concerns included the viability of the solar company, the projected cost and if there was any guarantee that the project would be successful and not become another Point East. He asked about a fact-finding period and an explanation of decisions already made. He said the voters should be aware of as many facts as possible in order to be in a better position to make a decision on Article 6. Dennis Simmons said the board will have a workshop on solar and it will also be discussed at the meeting on the town warrant. Representatives from Cynergy will be present at that time to address questions and concerns.

7. Department Head or Committee Chair

a. Department Head monthly reports – submitted

8. Unfinished Business

a. Set date/location for Public Hearing on Town Meeting Warrant Articles: **Kathy Martin-Savage moved to set May 18 at the Community Center gym for the public hearing on the Town Meeting Articles. Vote 5-0-0.**

b. Monthly Financials

- Department year to date expense reports
- H.M.Payson State of Accounts

c. New Business License: **Jeff Slack moved to approve the Business License for Stephen J. Ludwig, DBA Ludwig's Antiques and Art, located at 161 Main Street. Vote 5-0-0.**

d. Donation of \$400 to General Assistance from Neighbors Helping Neighbors GoFundMe fundraiser: **Jeff Slack moved to accept the \$400 donation from Neighbors Helping Neighbors for the General Assistance Program. Vote 5-0-0.**

e. Boat Donation: **Kathy Martin-Savage moved to accept the donation of a boat from Mrs. Sharon Jacques.** Dennis Simmons said he had discussed the donation with the Fire Chief and found the boat is not conducive to the town's needs, but the donor had indicated the boat could be sold if it did not fit the town's needs. **Vote 5-0-0.** Simmons will acknowledge the gift.

f. Westport Island/Dresden EMS Contracts: **Kathy Martin-Savage moved to authorize the Town Manager to execute the FY '22 EMS contracts with the Town of Westport Island in the amount of \$12,265 and the Town of Dresden in the amount of \$28,999. Vote 5-0-0.**

g. Quitclaim Deed: **Jeff Slack moved to execute the Quitclaim Deed for Ronald Gonyou, Jr., Map R01, Lot 037E. Vote 5-0-0.**

h. Set date for School Budget meeting : **Kathy Martin-Savage moved to set the date for School Budget Meeting on May 12, 6 p.m., at the Community Center gym. Vote 5-0-0.**

10. Town Manager's Report

Dennis Simmons reported that several department heads had attended the MMA's Personnel Practices training held via zoom.

A pre-bid meeting had been held at the airport for the runway reconstruction project. Target date is late July or early August for the runway rebuild. The obstructions on the Chewonki Campground easement will be cleared after the camp closes in October.

Simmons met with Emily Rabbe, Mary Ellen Barnes, Karl Olson and Jackie Lowell to discuss how to better improve the flow of Planning Board items through the Town Office.

Simmons met several times with Wright-Pierce over the design of the Old Ferry Road repair.

Simmons attended a meeting of the Schooner Fest Committee and invited them to attend the May 18th meeting.

Duane Goud has been investigating the installation of cameras to record activities at the piers which will be monitored by the Police Department. In addition to assisting law enforcement, they will provide data on actual usage of the piers to aid the Town in decision-making for collecting additional revenue. The cameras would capture license plate or boat registration numbers to aid the town in assessing launch or other fees. Initial cost is \$9,000 and Simmons asked for input from the board. He said he needed more data in order to make decisions on how to move ahead to generate dollars from the piers. The cost would come out of the waterfront budget. Kim Andersson asked about privacy protection. Simmons said signs can be posted notifying the public that surveillance cameras were being used. There were no objections from the board.

11. Other Board Business

Kim Andersson asked when the last time the members of the board had read *1984*.

Kathy Martin-Savage volunteered to be the Cemetery Committee liaison.

12. Adjournment

Kathy Martin-Savage moved to adjourn the meeting. Vote 5-0-0.

3b

WISCASSET SELECT BOARD,
TAX ASSESSORS AND OVERSEERS OF THE POOR
MINUTES, APRIL 28, 2021, 6 P.M.
Municipal Building Meeting Room

Present: Chair Pam Dunning, Vice Chair Kathy Martin-Savage, Jeff Slack, Kim Andersson,
Sarah Whitfield and Town Manager Dennis Simmons

Chair Pam Dunning called the meeting to order at 6:00 p.m.

1. Pledge of Allegiance

2. Approve/sign the warrant for the May 12th Special Town Meeting to vote on School Budget Cost Centers for the 2021-2022 School Budget Referendum.

Kathy Martin-Savage moved to approve and sign the warrant for the May 12th Special Town Meeting to vote on School Budget Cost Centers for the 2021-2022 School Budget Referendum.

Vote 5-0

3. Adjournment

At 6:04 p.m. **Kathy Martin-Savage moved to adjourn. Vote 5-0.**

5a

Town of Wiscasset
Board/Committee Membership Application

Full Name: Zachari A Dalton
Street Address: 16 Shady Lane
Mailing Address: 16 Shady Lane Home Phone: (207) 504-4421
Town of Legal Residence: Wiscasset
Work Phone: 504.4421 Cell Phone: same E-mail Zdalton55@IClocal.co.

I wish to be considered for the appointment to the: Shellfish Committee
Term Of Appointment 3yr ~~2023-2021~~

Full member: Reappointment: Alternate member:

Do you currently serve or have you ever served on any Town Board?

If yes, please state which Board or Committee/term exp. _____

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Shellfish Lic Holder

Signature: [Signature] Date: 4.6.21

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use: _____

Date received: 4/14/2021 Date Appointed: _____ Term: _____

5b

Town of Wiscasset
Board/Committee Membership Application

Full Name: Elizabeth (Betsy) Appleton Kyle

Street Address: 159 Federal Street, Wiscasset, ME 04578

Mailing Address: same Home Phone: _____

Town of Legal Residence: Wiscasset

Work Phone: _____ Cell Phone: 978.857.1849 E-mail: elizabeth.appleton.kyle@gmail.com

I wish to be considered for the appointment to the: _____

The Appearance of the Town Com. Term Of Appointment One year

Full member: _____ Reappointment: Alternate member: _____

Do you currently serve or have you ever served on any Town Board?

If yes, please state which Board or Committee/term exp. Above, Library Board, Chamber of Commerce

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: Retired teacher, shop owner, Stager, stylist

Signature: Elizabeth Kyle Date: 4/26/21

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use: _____

Date received: 4/27/2021 Date Appointed: _____ Term: _____

5c

Town of Wiscasset
Board/Committee Membership Application

Full Name: Becky Applin
Street Address: 112 GARDINER ROAD, WISCASSET, ME 04578
Mailing Address: SAME AS ABOVE Home Phone: (207) 882-5414
Town of Legal Residence: WISCASSET
Work Phone: NA Cell Phone: NA E-mail: bckapplin@gmail.com

I wish to be considered for the appointment to the: _____
CEMETERY COMMITTEE Term Of Appointment _____

Full member: Reappointment: _____ Alternate member: _____

Do you currently serve or have you ever served on any Town Board? YES - PREVIOUSLY

If yes, please state which Board or Committee/term exp. CEMETERY COMMITTEE

List civic organizations to which you belong now: _____

Prior experience, knowledge, or abilities that you have which would contribute to the activities of the Board or Committee: _____

Signature: Becky Applin Date: 4-21-2021

Additional comments can be made on the reverse side of this form.

Please return to the Selectmen's Office, 51 Bath Road, Wiscasset, ME 04578, by fax 882-8228 or e-mail at clerk@wiscasset.org

For Office Use: _____

Date received: 4/21/21 Date Appointed: _____ Term: _____

Proposal for Memorializing James Weldon Johnson in Wiscasset Village Presented to the Wiscasset Select Board, 5-4-2021

Prepared by Lucia Droby, Wiscasset resident, at the request of Dennis Simmons,
Wiscasset Town Manager

Who is James Weldon Johnson (b.1871, Jacksonville, FL – d.1938, Wiscasset, ME)

The stories about JWJ usually start with his writing of “Lift Every Voice and Sing**,” but then go on to describe his achievements as an educator, diplomat, author, and advocate for civil rights. He tirelessly devoted his life to the struggle for racial equality, the equitable distribution of resources, and the opportunity to live one’s life fully, regardless of circumstances.

Highlights from James Weldon Johnson’s life:

- 1897: first African American to pass the Florida Bar
- 1899-1934: prolific author of poetry, songs, sermon poems, fiction and non-fiction, plays, and musical theater; editor of several anthologies
- 1906-1913: appointed by President Theodore Roosevelt to serve as consul to Venezuela and Nicaragua.
- 1914: helped to found the American Society of Composers, Authors and Publishers (ASCAP).
*“Among the founding members of ASCAP were the musical giants of the day: Irving Berlin, **James Weldon Johnson**, Jerome Kern, John Philip Sousa.”*
www.history.com
- 1920-30: Executive Secretary, NAACP; expanded the organization in the South and organized a national campaign to criminalize and eliminate lynching.
- 1920s: JWJ became a leading voice in the Harlem Renaissance by writing his own poetry and plays, compiling the work of others into anthologies, and advancing the success of other writers, musicians, and artists. (N.C.Wyeth also supported artists of the Harlem Renaissance; did they ever meet?)
- 1934: first African American professor hired by New York University.
- 1941: Yale creates the James Weldon Johnson Memorial Collection in the University’s Beinecke Rare Book & Manuscript Library.

**JWJ wrote “Lift Ev’ry Voice and Sing” in 1899 while a young principal at his hometown Stanton School in Jacksonville, FL, to honor educator Booker T. Washington. It was first performed in 1900 by a 500-voice children’s choir to mark what would have been Abraham Lincoln’s 91st birthday. The poem was set to music by his brother, J. Rosamond Johnson.

Why a Memorial to James Weldon Johnson in Wiscasset Village

It was here in Wiscasset that James Weldon Johnson lost his life in a fatal auto/train collision in 1938 while he and his wife Grace, who was driving, were returning to NYC after visiting his NYU colleague, E. George Payne, who summered on Islesboro. (See attached AFRO interview with Grace while she was recuperating in Damariscotta.)

However unfortunate the connection, Wiscasset is part of this remarkable man's life story.

Memorializing JWJ in Wiscasset acknowledges the town's place in his life and further highlights his many accomplishments in the arts, education, and civil rights during a time of rampant Jim Crow attacks on people of color. It also highlights his connection with the Midcoast Maine region as a place of respite and renewal.

Wiscasset's connection with James Weldon Johnson will be the passageway through which we connect with Maine's multi-layered history and our community's ongoing aspiration to be a welcoming and kind community for all to live, play, and work.

Memorializing JWJ in Wiscasset also benefits the town through the economic impact of added cultural tourism.

Lift every voice and sing till earth and heaven ring; ring with the harmonies of liberty. – James Weldon Johnson

Proposed Memorial

a. Town

- Memorial plaque commemorating the life and death of JWJ
 - Location: attached to the iron railing on the south side of Main St., in front of the former Hasenfus Gallery, 64 Main St.
 - Size: approximately 19" w x 21" h
 - Material: cast aluminum or cast bronze
 - Estimated cost: depending on material, from \$3,000 to \$7,000 plus installation estimated at less than \$500.
 - Timeframe: completed by late spring 2022
 - Funding: town and private

b. Community

- Dedication service
 - Invitees: local community, visitors, historians, clergy, Jacksonville, FL representatives, Maine legislators Maxmin, Hanley, Talbot-Ross, and Hepler
 - Program: music, dramatic readings, presentation honoring JWJ
 - Timeframe: spring 2022
 - Funding: private

SITE and MODELS

The proposed memorial plaque site in Wiscasset Village: framed in the railing and adjacent to the 1938 fatal accident site at the RR crossing:

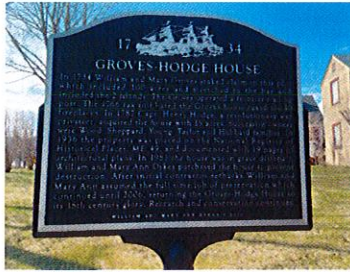


INSPIRATION: Col. Robert Gould Shaw and Massachusetts 54th Volunteer Regiment Memorial

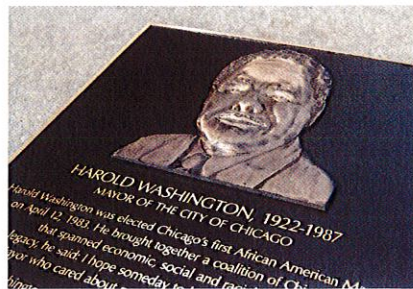
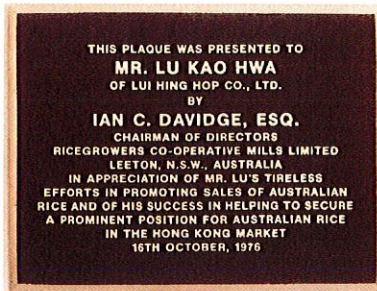


This sculpted bronze memorial commemorates one of the first Black regiments from the north to serve in the Civil War, the Massachusetts 54th Volunteer Infantry Regiment under the command of Colonel Robert Gould Shaw. (Their bravery at the battle of Fort Wagner, So. Carolina was immortalized in the 1989 film *Glory* with Denzel Washington and Morgan Freeman as soldiers and Matthew Broderick as Col. Shaw.) The memorial was sculpted by Augustus Saint-Gaudens and unveiled in 1897; it's located near the Mass. State Capitol in Boston.

Historical marker in cast aluminum on Hodge St., Wiscasset:



Typical cast bronze plaques:



Support Material Attached

Proposed Bill LD 1441 "To Create a James Weldon Johnson Annual Observance Day and an Observance Task Force," submitted by Representative Rachel Talbot Ross of Portland, ME

Rep. Hepler support of JWJ observance

Lincoln County News article, July 2020

Portland Press Herald article, July 2020

AFRO Newspaper photo of accident site, July 1938, and interview with Grace Johnson.

Support Material Online

James Weldon Johnson detailed biography

https://en.wikipedia.org/wiki/James_Weldon_Johnson

JWJ bio as Jacksonville celebrates his birth on 6-17-1871 (aired 6-17-2020, News4JAX); Runs 3:18

<https://www.youtube.com/watch?v=gVmonEtLiPs>

About JWJ history and Lift Every Voice origin; Runs 1:19

<https://www.youtube.com/watch?v=e7Mzaii7cMs&feature=youtu.be>

Virtual performance of *Lift Every Voice and Sing* by Stanford Talisman Alumni Choir, Runs 7:11

<https://www.youtube.com/watch?v=o8pGp7N9bG8>





HOUSE OF REPRESENTATIVES

2 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0002
(207) 287-1400
TTY: MAINE RELAY 711

Allison Hepler

417 Montsweag Rd.
Woolwich, ME 04579
Phone: (207) 319-4396

Allison.Hepler@legislature.maine.gov

April 23, 2021

Testimony of Rep. Allison Hepler in support of
**LD 1441, An Act To Create a James Weldon Johnson Annual Observance Day
and an Observance Task Force**
Before the Joint Standing Committee on State and Local Government

Good morning, Sen Baldacci, Rep. Matlack, and members of the State and Local Government Committee. I am Allison Hepler, and I represent the Towns of Arrowsic, Dresden, Georgetown, Phippsburg, part of Richmond, and my own Town of Woolwich. While I cannot be there in person, I am pleased to support LD 1441, An Act To Create a James Weldon Johnson Annual Observance Day and an Observance Task Force.

I'm grateful to my friend and former neighbor Al Niese for introducing me to Mr. Johnson a number of years ago and glad to see this recognition by the legislature. As an activist, poet, diplomat, attorney, teacher, and lyricist, James Weldon Johnson loved a life of service, benefiting not only Black people, but all Americans.

He lived and worked amongst a generation of men and women active in "racial uplift" at the turn of the 20th century – Booker T. Washington, W.E.B. DuBois, Ida B. Wells-Barnett, Henry MacNeil Turner, Frances Ellen Watkins Harper – and Johnson's contributions are many, not the least of which was serving as the NAACP's Executive Secretary.

Johnson's authorship of "Lift Ev'ry Voice and Sing," however, is his most lasting mark on our culture, in my opinion. Written in 1900 in honor of Pres. Lincoln's birthday, it was initially a poem. After it was set to music, it went on to be considered the Black National Anthem. It is a song of perseverance and hope.

Lift ev'ry voice and sing
Till earth and heaven ring
Ring with the harmonies of Liberty
Let our rejoicing rise
High as the listening skies
Let it resound loud as the rolling sea

Recognizing Mr. Johnson with a Day of Observance would provide teachers and religious leaders, as two examples, an opportunity to educate others about this time period, and to urge others, as Johnson urged us to "Fac[e] the rising sun of our new day begun, Let us march on 'til victory is won."

Just as importantly, LD 1441 establishes a task force to examine other ways to extend Mr. Johnson's work and, as a historian who lives less than a mile from Wiscasset, I'd be happy to contribute to this work.

Thanks for your time and interest in this important legislation.

District 53: Arrowsic, Dresden, Georgetown, Phippsburg, Richmond (part), Woolwich

An Act To Create a James Weldon Johnson Annual Observance Day and an
Observance Task Force

PRESENTED BY: _____

(Representative RACHEL TALBOT ROSS)

TOWN: Portland

130LR1877(01)

PROPOSED SHORT TITLE:
CREATE A JAMES WELDON JOHNSON
ANNUAL OBSERVANCE DAY AND A

(Subject to change)

1 Be it enacted by the People of the State of Maine as follows:

2 Sec. 1. 1 MRSA §150-Q is enacted to read:

3 **§150-Q. James Weldon Johnson Day**

4 The Governor shall annually issue a proclamation designating June 17th of each year
5 as James Weldon Johnson Day in honor of writer and civil rights activist James Weldon
6 Johnson.

7 **Sec. 2. James Weldon Johnson observance task force established.** The
8 Permanent Commission on the Status of Racial, Indigenous and Maine Tribal Populations,
9 established under the Maine Revised Statutes, Title 5, section 25001, shall establish a
10 James Weldon Johnson observance task force, referred to in this section as "the task force."

11 **1. Membership.** Membership of the task force may include representatives of:

- 12 A. The Town of Wiscasset;
- 13 B. A civil rights organization whose primary mission is racial justice;
- 14 C. Historical societies;
- 15 D. Scholars whose disciplines are in African-American history and culture;
- 16 E. Literary societies;
- 17 F. The Maine State Archives;
- 18 G. The Maine State Museum;
- 19 H. Regional and national efforts engaged in memorializing James Weldon Johnson;
- 20 I. Creative writing programs;
- 21 J. Educators; and
- 22 K. Other groups that the Permanent Commission on the Status of Racial, Indigenous
23 and Maine Tribal Populations determines will help the task force in its work.

24 **2. Duties.** The task force shall:

- 25 A. Develop methods to educate the public on James Weldon Johnson's life and legacy
26 in order to continue his work to end systemic racism;
- 27 B. Study models for formally observing and promoting figures of importance;
- 28 C. Connect with local, regional and national efforts that honor James Weldon Johnson;
29 and
- 30 D. Explore opportunities for memorializing James Weldon Johnson's life such as a
31 creative writing scholarship, annual events and programs, sister state and city
32 relationships, a walking trail, a geographical marker and links to cultural tourism.

33 **3. Funding.** The Permanent Commission on the Status of Racial, Indigenous and
34 Maine Tribal Populations may raise outside funds in order to fund the task force and is not
35 required to convene the task force if sufficient funds are not secured.

36 **4. Report.** The Permanent Commission on the Status of Racial, Indigenous and Maine
37 Tribal Populations shall submit an interim report to the Joint Standing Committee on State
38 and Local Government no later than January 15, 2022 that includes the status of the task

1 force and a timeline for its work, including a date for a final report to the committee if
2 funding has been secured by the commission.

3

SUMMARY

4 This bill establishes June 17th as James Weldon Johnson Day in honor of writer and
5 civil rights activist James Weldon Johnson.

6 The bill also directs the Permanent Commission on the Status of Racial, Indigenous
7 and Maine Tribal Populations to establish a James Weldon Johnson observance task force
8 to develop ideas for continuing James Weldon Johnson's work to end systemic racism and
9 to explore opportunities for memorializing his life.

RAILROAD CROSSING WHERE JAMES WELDON JOHNSON MET HIS DEATH



Here's Main Street crossing of New York, New Haven and Hartford Railroad at Wiscasset, Me., where James Weldon Johnson, the poet, was killed June 27.

- A—SAFETY GATES UNDA-MAGED, PROVING THEY WERE UP WHEN AUTO HIT STREAMLINED LOCO-MOTIVE OF THE EXPRESS TRAIN FOR BAR HARBOR.
- B—WARNING SIGNAL
- C—STORE SIGN WHICH OB-STRUCTS VIEW OF R.R. CROSSING SIGN.
- X—MARKS SPOT WHERE AC-CIDENT OCCURRED.
- ARROW SHOWS DIRECTION OF JOHNSON'S CAR.

Dr. A. A. Tennant Dies Following Year's Illness

RICHMOND — Follow-ing an illness of less than a year, Dr. Albert A. Ten-nant, one of the city's most outstanding physicians, died at the Richmond Commu-nity Hospital of which he was president, Tuesday night.

The physician's death was caused, it is reported by an in-fected tooth, and he was being treated for an aggravated ab-scess.

Practiced Thirty Years

Dr. Tennant, a graduate of the Richmond public schools and Leonard Medical College, Raleigh, lived at 316 E. Clay Street, and had practiced medicine here for about thirty years.

He was on the staff of the Old Richmond Hospital Nurses'

"Tried to Frame Me into the Bughouse"



MATTHEW BRANDON.

Twenty-three-year-old private of the Tenth Cavalry, who escaped from an ambulance conveying him to the insane ward at Waller Reed Hospital. Brandon told the AFRO his white superiors tried to have him adjudged incompetent so that he could not testify in a trial involving the disappearance of equipment at Fort Myer, Va., where he is stationed.

Mittmen, Boxer, Insurance Man, Seized in Raid

BALTIMORE

Seven policemen raided the York Hotel Tuesday at 3:30 a.m., and arrested five couples including Holman Williams, Pittsburgh wel-terweight fighter; Thomas Hawkins, local insurance man, and Robert Griffith and Felton Snow, members of the Elite Giants baseball team.

After getting the registration cards from the clerk the officers went to the rooms and placed the occupants under arrest.

No Baggage

"Not only did most of them have no baggage, but they ad-mitted they were not married," Lt. Harry Fisher testified in the Northwestern Police court, Tues-day morning. He produced three registration cards bearing the room numbers and alleged names of the occupants.

In room No. 31 under the name of Mr. and Mrs. J. M. Car-ter, he said, were Benjamin Cald-well and Miss Linda Collett of D.C. Mr. and Mrs. Robert Smith of Houston, Texas, in room No. 38, he said, were Thomas Hawk-Ins and Mrs. Juanita Creigler, while in room No. 37 under the name of Mr. and Mrs. M. Jack-son of Texas, were Felton Snow, the pitcher, and Miss Myrtle Holmes.

Miss Weaver Dismissed

The only testimony relative to whether or not persons arrested were dressed came in the Hol-man Williams-Inez Weaver case. Williams, it was said, was relax-ing on the bed after losing a fight earlier in the evening, while the young woman was sitting on a

Continued on page 9

"I Didn't See the Train"

Mrs. James Weldon Johnson Describes Accident Which Killed Her Husband

By LILLIAN JOHNSON
AFRO Staff Correspondent

DEMARISCOTTA, Maine—Mrs. Grace Nail John-son, wife of James Weldon Johnson, who was killed in an automobile accident in Wiscasset, nine miles west of this city, told me this week that she did not see the train which crushed their car until they were right upon it, and then it was too late to do anything.

In the split second be-tween the time that she saw the train and the time the blow struck, she did not have time for a glance at her husband, so she does not know whether he saw the imminence of death.

The accident did not render Mrs. Johnson unconscious, I was told, and as soon as the train had stopped, she tried to get out of the car. Passengers on the train and townspeople who rushed to the scene prevented her from doing it, however, not knowing how badly she was hurt.

Feared She Might Jump

One woman, who was at the scene a few minutes after the accident, said that between the time the car was hit and the arrival of the doctor, persons in the crowd discussed releasing her from the wreck and decided that she might make an attempt to jump into the river or to do her-self bodily harm.

She seemed dazed, they said. Dr. Charles J. DiPerri arrived on the scene within a few minutes, examined her while she still sat in the car then directed her re-lease.

Mrs. Johnson's Face Will Bear Scars for Life

Heavily Bandaged, She Sits in Bed and Eats from a Tray as the AFRO Reporter Peeps in.

By AFRO Correspondent

DEMARISCOTTA, Maine—Mrs. Grace Nail Johnson refused to be interviewed at Memorial Hospital here, where she is recuperating

Continued on Page 2, Col. 2

Randall's Island Stadium Scene of NNL Games July 24

NEW YORK—The formal dedi-

Black national anthem lyricist has tragic link to Wiscasset



James Weldon Johnson, between 1900 and 1920. Johnson wrote the lyrics to "Lift Every Voice and Sing" before his 1938 death in a Wiscasset accident. (Photo courtesy Library of Congress)

By Alyce McFadden

James Weldon Johnson's legacy lives on through the lyrics he penned in 1899 for "Lift Every Voice and Sing," often called the Black national anthem, but his life ended tragically on June 26, 1938 in Wiscasset, when his car was struck by an oncoming train.

"Fatal Accident At Wiscasset," announced a June 30, 1938 headline on the front page of The Lincoln County News.

Johnson, born in 1871, made headlines again on July 2 of this year, when ESPN reported that the NFL plans to play "Lift Every

Voice and Sing" before "The Star-Spangled Banner" at the start of each game during the league's first week of competition, which begins Sept. 10.

The move signals the NFL's condemnation of racism and support for the Black Lives Matter movement, according to an ESPN report.

More than 80 years earlier, well before his words gained national fame, The Lincoln County News identified Johnson as "one of the most distinguished Negroes in the country" and a "successful educator, poet, author and lawyer." He was 67 at the time of his death.

Johnson's career is today dwarfed by the lyrics he wrote, but is well worthy of fame in its own right. Johnson was appointed a U.S. consul, first in Puerto Cabello, Venezuela and then in Corinto, Nicaragua, by President Theodore Roosevelt.

On his return to the U.S., Johnson served as field secretary and then executive secretary of the NAACP. He left the organization to accept professorships at Fisk University in Nashville, Tenn. and then New York University, teaching creative writing.

Throughout his stints as a lawyer, professor, diplomat, and anti-racist activist, Johnson was an avid writer and poet.

"His best known collection is entitled 'Fifty Years and Other

See BLACK ANTHEM page 12

Black anthem... continued from page 1

Poems," The Lincoln County News reported in 1938. "Johnson also prepared an anthology, 'A Book of American Negro Poetry'; wrote the English libretto of 'Goyasecas,' which was performed by the Metropolitan Opera Company and was also the author of the novel, 'The Autobiography of an Ex-Colored Man.'"

Johnson and his younger brother, John Rosamond Johnson, together composed more than 200 songs featured in Broadway musicals. James Weldon Johnson wrote lyrics and John Rosamond Johnson set them to melodies. It was John Rosamond Johnson who set his brother's poem to music to create the now-famous anthem.

In February 1988, the U.S. Postal Service honored the elder Johnson by featuring his likeness on its 11th issue of a stamp series honoring historic Black leaders and change-makers, called the Black Heritage Stamp.

The Lincoln County News marked the occasion with an article published on Feb. 11, 1988, which described Johnson as "a man whose accomplishments represent a special balance between the creative and intellectual worlds."

The fatal crash occurred on Wiscasset's Main Street, "at the foot of the hill leading to the

Wiscasset-Edgecomb bridge across the Sheepscot river," as The Lincoln County News reported at the time.

Pouring rain created hazardous driving conditions for Johnson's wife, Grace Nail Johnson, who was behind the wheel at the time of the accident. The couple was returning to their New York City residence after visiting friends at a summer home at Pleasant Point in Thomaston.

"Mrs. Johnson did not sense the danger in time to avoid a crash," the article reported. "The car was hit a glancing blow and dragged for some distance."

James Weldon Johnson died almost immediately upon impact, but Grace Nail Johnson survived the accident with severe injuries that kept her in Damariscotta's Miles Memorial Hospital for months after the accident. She was an activist in her own right and a noted participant in the art scene of the Harlem Renaissance.

More than 80 years after his tragic death, Johnson's words ring as clear and lyrical as ever: "Lift ev'ry voice and sing,/ 'Til earth and heaven ring,/ Ring with the harmonies of Liberty;/ Let our rejoicing rise/ High as the list'ning skies,/ Let it resound loud as the rolling sea."

8c

3-23-0049-025-2021



Airports Division
New England Region
CT, MA, ME, NH, RI, & VT

FAA ANE-600
1200 District Ave.
Burlington, MA 01803

CRRSA Transmittal Letter

April 23, 2021

Mr. Dennis Simmons
Town Manager
Wiscasset Airport
51 Bath Road
Wiscasset, ME 04578

Dear Mr. Simmons:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-23-0049-025-2021 for Wiscasset Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **June 11, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,


Julie Seltsam-Wilps
Julie Seltsam-Wilps (Apr 23, 2021 17:58 EDT)

Julie Seltsam-Wilps

Deputy Director, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 23, 2021

Airport/Planning Area Wiscasset Airport

ACRGP Grant Number 3-23-0049-025-2021

Unique Entity Identifier 071734370

TO: Town of Wiscasset, ME
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 9, 2021, for a grant of Federal funds at or associated with the Wiscasset Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Wiscasset Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Wiscasset incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of

debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
 - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before June 11, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
- PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 23, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Julie Seltsam-Wilps
Julie Seltsam-Wilps (Apr 23, 2021 17:58 EDT)

(Signature)

Julie Seltsam-Wilps

(Typed Name)

Deputy Director, Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated April 26, 2021

Town of Wiscasset, ME

(Name of Sponsor)



Dennis Simmons (Apr 26, 2021 07:54 EDT)

(Signature of Sponsor's Designative Official/Representative)

By: Dennis Simmons

(Type Name of Sponsor's Designative Official/Representative)

Title: Town Manager

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Maine. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. 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.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

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

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 ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- 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.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- 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.
- 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.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- 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.
- 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 Opportunity
- 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 Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

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. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 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

- h. 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
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 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.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 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.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP 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.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement 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, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. 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. 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.

18. 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.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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 non-aviation 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. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, 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.

20. 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 Part 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 and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **Town of Wiscasset, ME**, 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 for 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, grant, 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, grant, or program.
 - C. 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.
 - D. 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.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 9, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. 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.

24. 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 Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (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).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
*2. Type of Application * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____	
*3. Date Received: NA	4. Applicant Identifier: IWI (Wiscasset) Wiscasset, ME
*5b. Federal Entity Identifier: 23-0049	*5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Town of Wiscasset	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 01-6000447	*c. Organizational DUNS: 07-173-4370
d. Address:	
*Street 1: <u>51 Bath Road</u>	
Street 2: _____	
*City: <u>WISCASSET</u>	
County/Parish: _____	
*State: <u>ME</u>	
Province: _____	
*Country: <u>USA: United States</u>	
*Zip / Postal Code <u>4578</u>	
e. Organizational Unit:	
Department Name:	Division Name:
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: _____	*First Name: <u>Dennis</u>
Middle Name: _____	
*Last Name: <u>Simmons</u>	
Suffix: _____	
Title: <u>Town Manager</u>	
Organizational Affiliation:	
*Telephone Number: (207) 882-8200	Fax Number:
*Email: faagrants@wiscasset.org	

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Attach supporting documents as specified in agency instructions.

SD

April 22, 2021

RE: Request for Refund of Impact Fee for In A Silent Way

I would like to request a refund of the impact fee of \$1,437.35 paid November 2, 2021. As my business will no longer have the expected impact on the sewer system of Wiscasset, it would be extremely helpful to have the full amount refunded. Your consideration is greatly appreciated.

Respectfully,
Chandler Sowden
Owner, In A Silent Way LLC

8E

Kathryn Flynn
Sea Bags, LLC
25 Custom House Wharf
Portland, ME 04101
Kathryn@Seabags.com

April 14, 2021

Bruce Mullins & Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, ME 04578

For the Attention of Code Enforcement Officer & Town Manager

Dear Mr. Mullins,

Thank you for taking the time to speak with me recently, regarding Sea Bags' interest in bringing our mobile retail truck to Wiscasset. With thirty-eight retail locations, we have a concentrated number along Maine's coast, making Wiscasset a perfect spot to expand the mobile sales.

We would love to be able to park the truck in or near the parking lot for Sprague's Lobster, or perhaps on the road behind Red's Eats. This is a compact vehicle, only measuring 9' x 18', which does not take up much space and could easily fit the corner of a lot.

In the past we have parked and sold at the Outlets in Kittery, as well as attending numerous boat shows and retail events in Maine and beyond. Sea Bags has quite a large following, and I believe this could be a wonderful partnership. All our items are made from recycled sails, and all handmade here on the working waterfront in Portland.

I am including a few photos of the truck for a better visual. Please let me know what questions you have, and if you require any further information.

Warmly,
Kathryn Flynn
NE North, District Manager, Sea Bags LLC
207-650-2416



TOWN OF WISCASSET

TEMPORARY BUSINESS LICENSE

51 Bath Road
Wiscasset, ME 04578

Phone: (207) 882-8200
Fax: (207) 882-8228

First Name: KATHRYN Last: FLYNN Middle: _____

Permanent Address: _____

EMAIL
Local Address: KATHRYN@SEABAGS.COM

TAX ID
Social Security Number: 46 408 9741 Phone: W: 207-780-0744 EXT 209
C: 207-650-2416

Vehicle Make: FORD License Plate #: SEABAGS State: MAINE

Vehicle Year: 2006 Vehicle Type: F550 Color: NAVY

Vehicle Registration Expiration Date: 10/31/21 Vehicle Insurance Expiration: 12/31/21

Drivers License Number: _____ State: _____

Business Name/Address: SEA BAGS 25 CUSTOM HOUSE WHARF, PORTLAND, ME 04101

Description of Business and Goods to be sold: HANDMADE TOTES AND
ACCESSORIES FROM RECYCLED SAILS

Location of Business in Wiscasset: _____

Dates (beginning/ending) Business will operate: _____

I, KATHRYN FLYNN, make oath that the information stated above is true and I am aware that I must comply with all applicable local, state and federal ordinances, regulations, rules, and laws before this permit can be issued.

Signature: Kathryn Flynn Date: _____

TOWN REVIEW

Reviewed By (Name/Title): _____ Date: _____

Comments: _____

_____ Approved Declined

Police Department Comments: _____



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BlackBerry

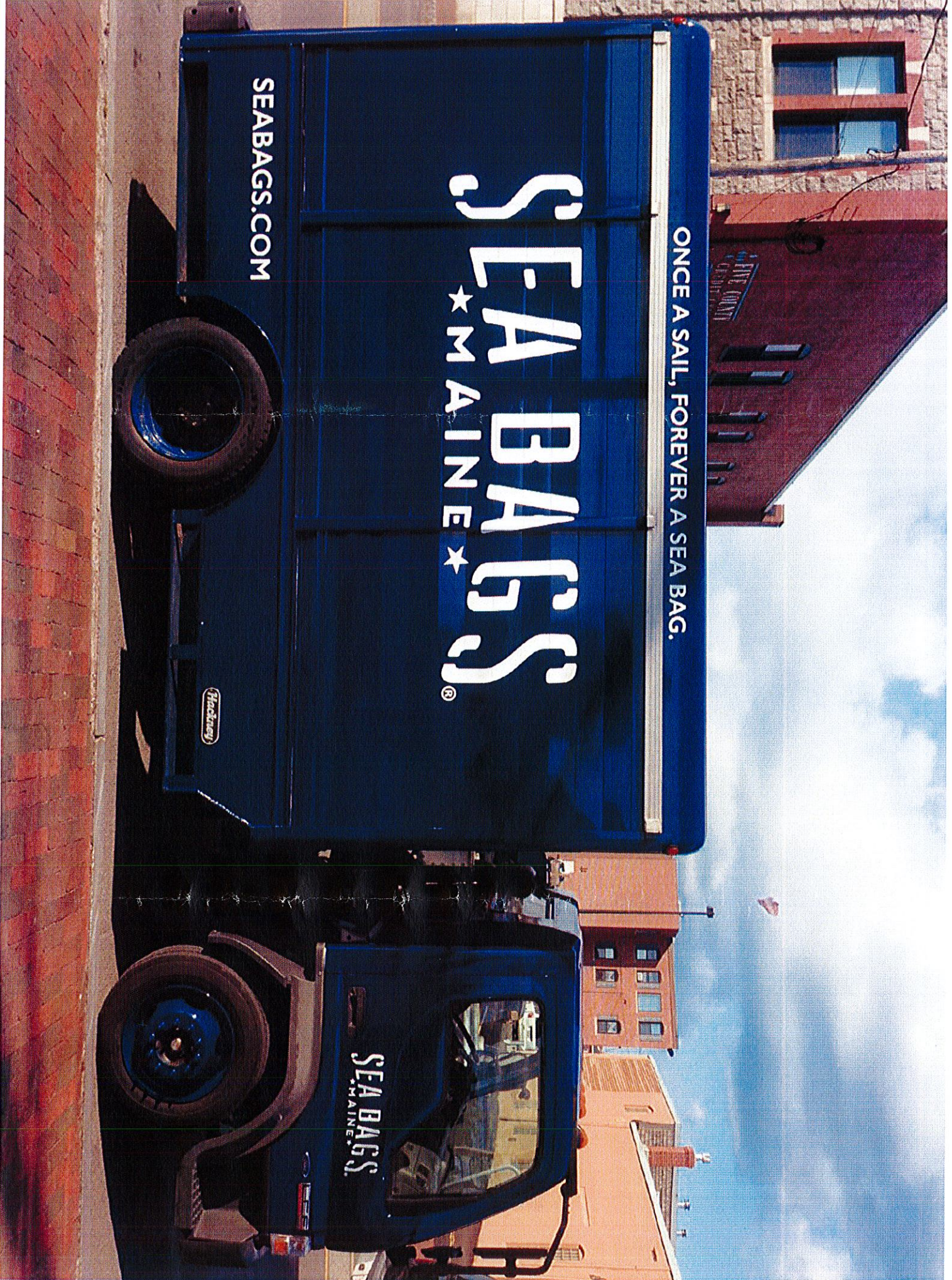
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VISIT OUR RETAIL STORES



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25 Custom House Wharf

FREEPORT, ME
6 Bow Street

BAR HARBOR, ME
5 Firefly Lane

CAMDEN, ME
6 Main Street

ROCKLAND, ME
37 Main Street

BOOTHBAY HARBOR, ME
6 Wharf Street

OGUNQUIT, ME
15 Shore Road

PORTSMOUTH, NH
129 Market Street

NEWBURYPORT, MA
6 State Street

ROCKPORT, MA
13A Bearskin Neck

BOSTON, MA
128 Newbury Street

CHESTNUT HILL, MA
199 Boylston Street

MASHPEE, MA
18 North Street

CHATHAM, MA
605 Main Street

OAK BLUFFS, MA
19 Circuit Avenue

NEWPORT, RI
25 Bowen's Wharf

WATCH HILL, RI
101 Bay Street

MYSTIC, CT
36 West Elm Street

GREENPORT, NY
29 Front Street

SPRING LAKE, NJ
111 3rd Avenue

REHOBOTH BEACH, DE
40 Baltimore Avenue

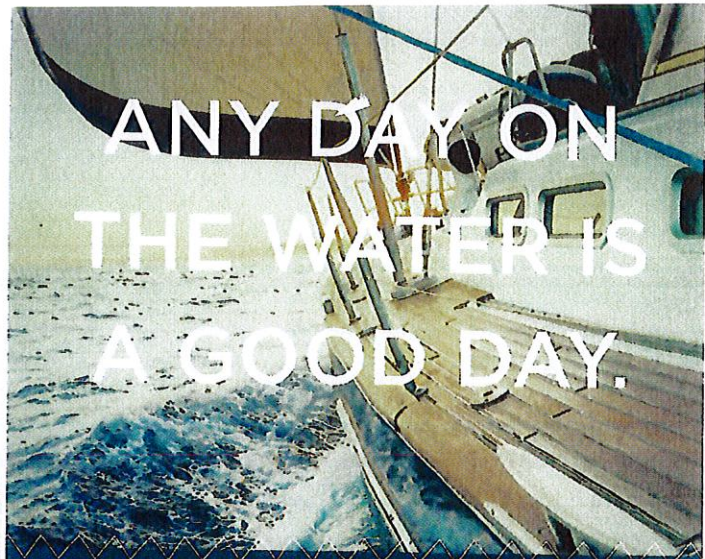
CAPE NAY, NJ
103 Liberty Place

VERO BEACH, FL
Village Shops 6170 A1A

ANNAPOLIS, MD
168 Main Street

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TOTES • ACCESSORIES • HOME



9a



Town of Wiscasset

Office of the Town Manager

May 4, 2021

To: Wiscasset Board of Selectmen

Ref: Town Manager's Report

I have received two contracts from the MDOT for improvements to Route 1, namely, a left and right hand turning lane at the intersection of Birch Point Road and Rt 1 and a right hand turning lane at the end of Old Ferry Road and Rt 1. As previously agreed to, the town's share of the costs will be paid from the Shaw's Impact Fee escrow account. The two projects total approximately \$104,000 and there is \$116,000 in the account.

On the agenda is an authorization for the Board to approve a grant for the airport. This is for \$13,000 that is being awarded to the airport by the recently passed American Rescue Plan. This funding is intended to keep our transportation systems running and can be used for operations, personnel, and cleaning.

Bids for the airport reconstruction and obstruction removal were due Wednesday 28th at 2:30 PM. We received a total of five bids, which were opened by Stantec. They range in price from \$3.2 million to \$3.8 million. Stantec will be reviewing all the bids to insure that they meet all of the bid specifications and will report back to me with a recommendation for the Board to consider. Construction is still expected to begin late July or early August.