

SEARS ISLAND PLANNING INITIATIVE

DRAFT STEERING COMMITTEE CONSENSUS AGREEMENT

December 20, 2006 version

Introduction

In addressing its mission to develop a consensus report of recommended future land use activities for Sears Island, the Steering Committee has determined that appropriate uses for Mack Point and Sears Island are compatibly managed marine transportation, recreation, education and conservation.

Steering Committee members agree that the following elements and mechanisms are ways in which those uses should be implemented. Please note that all of these elements should be given equal weight and attention, and all should be vigorously pursued. They are numbered for identification purposes only, and the numbering implies no sequential ordering of timing or priority.

[TENTATIVE AGREEMENT.]

The undersigned Steering Committee stakeholders agree as follows:

1) Inappropriate Uses for Sears Island: The Steering Committee acknowledges the position of Governor Baldacci that no LNG facility will be sited over the objection of local residents, and acknowledges that the majority of Searsport residents have clearly objected to siting such a facility within their community. The Steering Committee therefore agrees that no LNG facility of any kind would be an appropriate use for Sears Island.

The Steering Committee has also agreed that the following uses and activities are not appropriate for Sears Island:

- No demolition of the causeway.
- No unauthorized motor vehicle traffic.
- No residential development
- No XXX Drive-in Movies
- No nuclear power plants
- No coal-fired power or industrial plants
- No commercial retail or restaurants
- No casinos
- No chemical manufacturing
- No international airport, airstrip or helicopter landing area
- No overnight camping without a permit
- No gate fees for Maine residents.
- No permanent religious buildings
- No unauthorized cutting or harvesting of wood
- No marine transport of out-of-state or domestic garbage or construction waste to or from the island
- No incinerator
- No unlawful destruction of wetlands or habitat
- No soil harvesting

[TENTATIVE AGREEMENT]

2) **Build out of Mack Point:** Mack Point shall be given preference for ~~those marine transportation needs accommodated at that site,~~ as an alternative to port development on Sears Island. MaineDOT in conjunction with interested parties, shall investigate and share factual information (which is not confidential or proprietary) on the extent to which Mack Point can, in fact, accommodate future marine transportation needs, including investigating the possibilities for acquisition and/or development of additional acreage for such use. This investigation will include exploring the feasibility of building a marginal pier at Long Cove, for use as part of an expanded marine cargo port.

MaineDOT **[will actively work, collaboratively and in good faith,]** with interested parties **[to]** evaluate a cargo/container port for Mack Point and/or Sears Island, as part of any planning process ~~for Mack Point or Sears Island.~~

As part of this agreement, MaineDOT [is encouraged to] market, solicit proposals and create partnerships for ~~marine transportation facilities~~ a cargo port on Mack Point and/or Sears Island.

[TENTATIVE AGREEMENT, INCORPORATES FORMER PARAGRAPH FOUR]

3) Establish outdoor recreation, education, and conservation opportunities on Sears Island by creation of a ~~marine transportation~~ buffer easement: The parties agree that the DOT, with the Town of Searsport and appropriate others, will provide for light recreation, education and conservation facilities on a portion of the island by means of a ~~marine transportation~~ buffer easement covering that area. The terms of that easement will allow for enhanced trails, interpretive kiosks, a hand carry boat ramp, bathroom facilities, and any facilities required by the Americans with Disabilities Act, while preserving the opportunity for a future Education Center (see discussion below). MaineDOT, the Town of Searsport, the easement holder, the DOC and other interested parties will enter into a Management Agreement consistent with the terms of the ~~marine transportation~~ buffer easement.

The ~~marine transportation~~ buffer easement shall be applied to approximately 700 acres of the Island; reserving approximately 241 acres in the Northwest quadrant of the Island closest to Mack Point for a potential port development (the parties will explore use of a flex easement for approximately 50 acres of the 700 acres). The entire island shall be managed consistent with the terms of the ~~marine transportation~~ buffer easement until such time as a port has been permitted.

The ~~marine transportation~~ buffer easement will be held by a legally-designated third party with no conflict of interest between administering the easement and any potential port development. The Forest Society of Maine has been suggested as the easement holder (as have Maine Coast Heritage Trust and the Maine Port Authority).

Any prospective Education Center, the location of which is to be determined, will include, as one of several themes, the theme of “transportation and the environment.” Such a center is intended to

complement the offerings of the Maine Maritime Academy in Castine and the Marine Museum in Searsport.

The parties agree that any recreational/educational center within the ~~marine transportation~~ buffer easement would be phased in during the planning and permitting process for a prospective port. The parties further agree that any recreational/educational activities or facilities within the ~~marine transportation~~ buffer easement would be neutral with respect to any prospective port application. They will not be used to “raise the bar” for regulatory permitting of a potential port, nor would their existence be deemed “mitigation” to enhance any port application.

THE CORE ISSUES HERE WHICH ARE STILL IN DISPUTE ARE:

- 1) THE TERMS OF THE BUFFER EASEMENT;
- 2) THE CONFIGURATION AND APPROXIMATE ACREAGE CONTAINED IN THE BUFFER EASEMENT AND THE RESERVED PORT AREA;
- 3) THE TIMING ISSUE (e.g. CAN AN EDUCATION CENTER BE BUILT BEFORE A PORT PERMIT PROCESS IS UNDERWAY?)
- 4) WHETHER THE BUFFER EASEMENT AREA CAN BE USED AS MITIGATION FOR A PROSPECTIVE PORT.

4) Permitting for a Cargo Port: It is understood that none of the parties are endorsing in advance any proposal for a marine transportation facility. They will not, however, oppose such a facility for “non-substantive” [check on legal significance?] reasons. More specifically, if any container cargo port proposal is determined to meet applicable environmental standards, including an alternatives analysis which documents that the need could not be met elsewhere, all parties agree they would not object to or oppose permitting of such a cargo port on Sears Island. All stakeholders reserve the right to object to certain kinds of proposed facilities (e.g. LNG or oil terminal). ~~other hazardous cargo~~

[TENTATIVE AGREEMENT]

5) Jurisdiction: The jurisdiction over Sears Island will remain with the MaineDOT. ~~For that area reserved for a potential cargo port, MaineDOT, the marine transportation buffer easement holder and potential port operators, will enter into a management agreement consistent with the terms of the marine transportation buffer easement.~~

MaineDOT is expected to collaborate with the Town of Searsport and other interested parties in implementing the terms of this Consensus Agreement in ways which: 1) Meet the transportation needs of the State of Maine, 2) Enhance opportunities for nature-based Eco-Tourism, 3) Generate revenue for the Town of Searsport and the surrounding region, and 4) comply with the terms of the ~~marine transportation~~ buffer easement.

[TENTATIVE AGREEMENT, AS AMENDED]

6) Tax revenues for the Town of Searsport: The parties agree that the entirety of this Consensus Agreement, by preserving the potential for enhanced marine transportation, and by defining permissible uses for education, recreation and conservation is likely to provide the Town of Searsport tax revenues which will benefit its citizenry.

[TENTATIVE AGREEMENT]

7) Implementation: The parties agree to publicly support this Consensus Agreement and to use their best faith efforts to persuade others to support it. The undersigned parties will jointly deliver this Agreement to the Governor, the Transportation Committee of the Legislature, and the Town of Searsport for their consideration.

The parties intend that this Agreement will supersede the previous Memorandum of Understanding between the Town of Searsport and DOT. MaineDOT and the Town of Searsport will create a **Searsport Marine**

Planning Initiative to further build consensus and implement this Consensus Agreement, subject to Town plans, and state and federal regulations.

[TENTATIVE AGREEMENT, AS AMENDED]