

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF KNOX AND THE TOWN OF OWLS HEAD
REGARDING GROWTH OF THE KNOX COUNTY REGIONAL AIRPORT**

The County of Knox, a public agency of the State of Maine (hereinafter the “County”), and the Inhabitants of the Town of Owls Head, also a public agency of the State of Maine (hereinafter the “Town”), hereby enter into this Interlocal Agreement Between the County of Knox and the Town of Owls Head Regarding Growth of the Knox County Regional Airport (hereinafter the “Interlocal Agreement”) in accordance with Chapter 115 of Title 30-A of the Maine Revised Statutes Annotated, entitled “Interlocal Cooperation.”

WHEREAS, the County of Knox is the owner of the Knox County Regional Airport (hereinafter the “Airport”); and

WHEREAS, the Airport is located primarily within the Town of Owls Head, Maine; and

WHEREAS, the Airport is a valuable economic asset to both the Town and the County; and

WHEREAS, the Federal Aviation Administration (hereinafter “FAA”) has authority and jurisdiction over the Airport with respect to design standards and operations, FAA regulations, and federal statutes; and

WHEREAS, both the County of Knox and the Town of Owls Head have an interest in reducing noise and visual impact of the Airport on adjacent properties, supporting local community development needs and in maintaining compatibility between the Airport and surrounding lands uses; and

WHEREAS, the FAA may from time-to-time change design standards, requiring development of the Airport beyond current property lines;

NOW, THEREFORE be it agreed as follows:

1. **Purpose.** This Interlocal Agreement is entered into for the purpose of allowing the County and the Town to cooperate in the regulation of the growth and development of the Airport within the boundaries of the Town.

2. **Agreement.** The County and the Town agree to be bound and obligated to each other according to the following terms:

a. The County and the Town may seek to expand or allow the expansion of the area of the Airport beyond the present “Airport Property Line” of the Airport as set forth, described and depicted in the most current Knox County Regional Airport Airport Master Plan Update, prepared by Stantec Consulting Services, Inc., last revised January 17, 2018 a copy of which is attached hereto as Exhibit A and is incorporated herein by reference (the “Expansion”), if reasonably necessary or desirable, only after consultation among the Airport, the County, and the Town in accordance with paragraph 3.c.

b. Except as provided in paragraph 2.a and 3.c., the County will not lease, purchase, or otherwise acquire land or interests in land for the purpose, or with the effect, of Expansion of the present “Airport Property Line” of the Airport, other than for the purpose of acquiring or providing aviation, right-of-way or utility easements or acquiring fee or leasehold or other interests in real property beyond the present “Airport Property Line” of the Airport as reasonably necessary to comply with a directive, regulation, requirement, or order by the FAA.

c. The Town agrees that neither the legislative body of the Town, nor any agency, board, officer, official or employee of the Town, will waive the current thirty-five (35) foot maximum height limitation for structures (42 feet for the Municipal Sand & Salt Building), imposed by Town ordinances, without the prior written approval of the County, as expressed by a majority vote of the County Commissioners. Antennae which may be constructed within the Town’s current “Communications Antenna Area” as shown in the Town’s Tower Ordinance are excepted from this provision and may be permitted in accordance with Town ordinances, subject to existing FAA restrictions and guidelines as amended from time to time. The Town will ensure, before any structure or equipment is permitted to be erected within the Town, that the applicant will be required to comply with State and federal law, including, but not limited to, 14 CFR Part 77.

d. The Town will allow an Airport representative to be a non-voting member of any Land Use Ordinance or Comprehensive Plan committee.

3. **Specifications.** This Interlocal Agreement is intended to comply with Chapter 115 of Title 30-A of the Maine Revised Statutes, entitled “Interlocal Cooperation” and specifically with 30-A M.R.S. Section 2203(2). For that purpose, the County and the Town further agree to the following terms and conditions:

a. **Duration.** This Interlocal Agreement is for a term of twenty (20) years from June 1, 2021 and shall expire on June 1, 2041. Upon the expiration of the original term or any renewal term, the Interlocal Agreement shall be renewed for an additional term of twenty (20) years upon the terms set forth herein, unless the County or Town shall give the other party notice of termination at least ninety (90) days before the expiration of the term then in effect.

b. **No Separate Administrative Entity.** No separate legal or administrative entity is created by this Interlocal Agreement. Any administrative functions that may be required by this Interlocal Agreement shall be the responsibility of the Knox County Commissioners and the Selectmen of the Town of Owls Head after receiving the recommendations of an advisory Joint Board. This Joint Board shall consist of six members: one County Commissioner, appointed by the County Commissioners; one Town Selectman Member, appointed by the Town Selectmen; one County resident (but not a Town resident), appointed by the County Commissioners; one Town resident, appointed by the Town Selectmen; one member of the Airport Advisory Committee, chosen by the members of that Committee, and the Airport Manager, who shall serve as a

non-voting ex-officio member; Joint Board members shall each serve for a three year term and may be removed for cause after notice and hearing. A vacancy on the Joint Board shall be filled in the same manner as the member to be replaced was appointed, and that appointee shall serve for the remainder of the unexpired term. A majority of four Joint Board members shall constitute a quorum and shall be required to take action on matters that come before it. Members of the Joint Board shall serve and represent the whole of the municipality or county the member represents, and not just a particular interest (i.e., not just the interest of fixed-base operators or of airport tenants or of a particular business or citizen group, association, board, or entity).

c. **Duties of Joint Board.** Said Joint Board shall meet at least annually and shall review and make a non-binding recommendation to the County Commissioners and Town Selectmen, after notice and public hearing, on any proposed Expansion of the Airport under paragraph 2.a. above.

d. **Manner of Financing.** The County agrees to pay the Town the sum of up to One Thousand Five Hundred Dollars (\$1,500) toward the legal fees incurred by the Town in the preparation of this Interlocal Agreement, but it is anticipated that thereafter, no funds will be needed to carry out the purposes of this Interlocal Agreement.

e. **Disposition of Property.** No property will be acquired in the course of administering this Interlocal Agreement, and so no provision is made for disposition of property.

f. **Method of Termination or Amendment.** This Interlocal Agreement may be terminated or amended prior to its expiration date only upon mutual consent of the County and the Town, after recommendation by the Joint Board identified in paragraph 3.b. Action taken by the County will be by resolve or ordinance passed by its County Commissioners, or its other duly authorized Legislative body at the time, by majority vote taken at a duly called meeting. Action taken by the Town will be by resolve or ordinance passed by majority vote of the voters, or its other duly authorized Legislative body at the time, taken at a duly called Town Meeting.

g. **No Services Provided.** This Interlocal Agreement shall not be construed to be a contract pursuant to which the either party will provide services for the other party.

h. **Adoption.** This Interlocal Agreement shall be approved by each party's legislative body.

4. **Severability.** If any portion of this Interlocal Agreement becomes void or unenforceable because of conflict with a law or regulation of the State of Maine or the United States, or any agency of those entities, or for any other reason, then the remainder of this Interlocal Agreement shall remain valid and enforceable.

5. **Enforcement.** The County and the Town acknowledge and agree that violation of this Interlocal Agreement by either party may cause damages that can be expressed in monetary terms, but that notwithstanding this acknowledgement, the County and the Town stipulate and agree that either party may enforce this Interlocal Agreement only through injunctive relief, including by Temporary Restraining Order, granted by a Court of competent jurisdiction.

6. **General.** This Interlocal Agreement, executed in triplicate originals, is to be construed under the laws of the State of Maine and sets forth the entire agreement of the parties. This Interlocal Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. As used in this Interlocal Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. The article or paragraph titles or captions contained herein are for convenience only and shall not be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Interlocal Agreement.

7. **Initial Interlocal Agreement Terminated; Effective Date.** After approval of this Interlocal Agreement by the parties and upon the Effective Date, the “Interlocal Agreement Between the County of Knox and the Town of Owls Head for Restricting the Growth of the Knox County Regional Airport and Locating Environmental Mitigation Projects” dated April 23, 2001 (the “Initial Interlocal Agreement”) shall terminate on June 1, 2021, when it shall be replaced by this Interlocal Agreement, and this Interlocal Agreement so amends the Initial Interlocal Agreement. The Effective Date of this Interlocal Agreement shall be the latest date indicated adjacent to the signatures below or the date of filing of this Interlocal Agreement with the Maine Secretary of State’s Office.

8. **Filing.** The parties shall file an executed copy of this Interlocal Agreement with the Maine Secretary of State’s Office and with the Town Clerk and the County Clerk before it can become effective.

COUNTY OF KNOX

By its County Commissioners:

Date: _____

Dorothy G. Meriwether

Date: _____

Richard L. Parent, Jr.

Date: _____

Sharyn L. Pohlman

INHABITANTS OF THE

TOWN OF OWLS HEAD

By its Selectmen:

Date: _____

Gordon Page

Date: _____

Linda Post

Date: _____

Thomas Von Malder