



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

16 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0016

ANGUS S. KING, JR.
GOVERNOR

JOHN G. MELROSE
COMMISSIONER

March 23, 1999

VIA FACSIMILE

Nathan J. Tupper, Manager
Town of Yarmouth
David Peterson, Chair
Yarmouth Town Council
79 Main Street
Yarmouth, Maine 04096

Robert Benson, Manager
Town of Cumberland
John Lambert, Jr., Chair
Cumberland Town Council
290 Tuttle Road
Cumberland Center, Maine 04021

Re: Chebeague/Cousins Island

Gentlemen:

I recently attended meetings with you and representatives from your Towns at which you expressed concerns about numerous issues involving the future of the ferry service to Chebeague Island. This letter is in response to your concerns.

First, we understand that for the last ten years the current Wharf Agreement and the various court orders have set guidelines for parking and ferry operations at the Blanchard lot and Cousins Island wharf. With the impending expiration of both the lease between the Blanchards and Chebeague Transportation Company and the Wharf Agreement, this situation will change. We understand that change of any kind creates uncertainty and fear, especially in this instance where unresolved conflicts have persisted for many years and the truce established by the various court orders and the Wharf Agreement has been uneasy.

The Department became involved in this situation only because we believe we have an obligation to maintain transportation services for Chebeague as part of our stated public policy to insure access to Maine islands. Our goal remains simple -- to minimize change to the existing arrangement. We are willing, as we have stated many times, to enhance the current transportation system if the Towns can reach agreements concerning the improvements. At the very least though, we intend to preserve the use of the Cousins Island wharf to service Chebeague Island and the use of the Blanchard lot for parking.

M

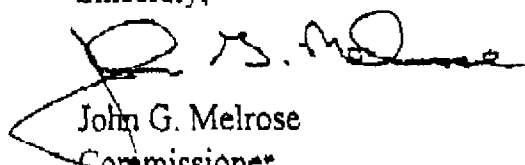
Nathan J. Tupper
David Peterson
Robert Benson
John Lambert
Re: Chebeague/Cousins Island
March 19, 1999
Page 2

As to the wharf, we understand that Yarmouth is willing to renew the existing Wharf Agreement under the same terms for another fifty years. We also understand Cumberland's need to have some modifications to the agreement that will allow the needs of the Chebeague islanders to be met as circumstances change in the future. We attach for your review a proposed agreement that we prepared for discussion purposes, taking into consideration the concerns of both communities. We invite and are open to your comments, but, by necessity, the time for us to receive them is finite. It is important to arrive at a consensus as soon as possible because absent a continuing Wharf Agreement, we will have no choice but to take the wharf into public ownership and designate Wharf Road as a State-Aid highway.

As to the Blanchard lot, we are moving to secure the continued use of this lot to meet the need for parking for Chebeague Island and Yarmouth residents. Absent an agreement between the towns creating an authority or other governing entity, we plan to lease the property directly to an operator after condemnation under such terms as we feel are reasonable. We recognize the 165 car limit at the property and the scope of permitted barging activities. Our operator will adhere as much as possible to the limitations on shuttle bus operations at the Sewell right of way and to the enumerated regulations (Paragraph 4[a-j]) on daily barging operations set out in the 1996 Court Order unless changing circumstances dictate otherwise.

We look to both communities to build on the progress already made and to continue to work together. Please feel free to contact Ron Roy or Toni Kemmerle with any questions.

Sincerely,



John G. Melrose
Commissioner

JGM/TLK:cm