



Town of Mount Desert  
Board of Selectmen  
Agenda

**Special Meeting  
Thursday, May 26, 2022**

**Location: Meeting Room, Town Hall, Northeast Harbor. Meetings will continue to be offered via Zoom see end of agenda for connection details. Per Maine CDC, COVID transmission rate is HIGH; Masks are required while in the Town Hall/Office**

- I. **Call to order at 6:00 p.m.**
- II. **Consent Agenda (These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)**
  - A. *Department of Marine Resources Notice of Public Hearing on June 15, 2022; Registering to participate by May 31, 2022*
  - B. *Conservation Easement to Acadia National Park on Parker Farm Road*
- III. **Selectmen's Reports**
- IV. **New Business**
  - A. *Mount Desert Regional High School Scholarship/Stipend Authorization*
  - B. *Ordinance Reviews – Public Safety*
    - a. *Consumer Fireworks Ordinance - enacted in 2012*
    - b. *Dogs - last amended in 2009*
    - c. *Limiting Motor Vehicle Access to Ponds - last amended in 2009*
    - d. *No Swimming Hadlocks & Jordon Ponds - last amended in 2009*
    - e. *Use of Public Places - last amended in 2009*
  - Ordinance Reviews – Assessor/Addressing Officer*
    - a. *Building and Street Numbering Ordinance*
  - C. *Review bids, discuss background, and financing alternatives for improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Articles 19 and 20 of Annual Town Meeting held May 3, 2022*
- V. **Other Business**
  - A. *Such other business as may be legally conducted*
- VI. **Treasurer's Warrants**
  - A. *Approve & Sign Treasurer's Warrant as shown below:*

Town Invoices	AP2268	05/27/2022	\$2,610.34
<b>Total</b>			<b>\$2,610.34</b>

**VII. Public Hearing**

*A. Public Hearing regarding financing of improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Articles 19 and 20 of Annual Town Meeting held May 3, 2022*

**VIII. Post Public Hearing**

*A. Consider resolutions authorizing selected financing option for improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Article 19 and 20 of 2022 Annual Town Meeting*

**IX. Adjournment**

The next regularly scheduled meeting is at 6:30 p.m., Monday, June 6, 2022 in the Meeting Room, Town Hall, Northeast Harbor

The Town of Mount Desert is inviting you to a scheduled Zoom meeting. You can call in through any of the listed phone numbers or connect with a computer via the web link. You **will need to enter the meeting ID** to get access to the meeting.

**Join Zoom Meeting**

**Meeting ID: 248 566 175**

**Password: 919872**

<https://us02web.zoom.us/j/248566175?pwd=RmozZjBOVWhUTQrRXR5QzFEZEEyQT09>

**One tap mobile**

+13126266799,,248566175#,,,,0#,,919872# US (Chicago)

+16468769923,,248566175#,,,,0#,,919872# US (New York)

**Dial by your location**

+1 312 626 6799 US (Chicago)	+1 646 876 9923 US (New York)
+1 301 715 8592 US (Germantown)	+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	

Zoom security now requires a password on all zoom meetings, so the recurring BOS meeting now has a password.

# **CONSENT AGENDA**



JANET T. MILLS  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF MARINE RESOURCES  
21 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0021

PATRICK C. KELIHER  
COMMISSIONER

April 19, 2022

**To:** Mount Desert Municipal Officers and Harbormaster  
Lease Applicant  
Riparian landowners within 1,000 feet of the proposal  
ME IF&W and DACF

The Department of Marine Resources (DMR) will hold a public hearing to take evidence on the lease application listed below. **Please carefully review this entire notice as there are important deadlines that may impact participation in the proceeding.**

Applicant Name and Lease Type	Victor Doyle	<input checked="" type="checkbox"/> Experimental Lease <input type="checkbox"/> Standard Lease
Culture Type	<input type="checkbox"/> Bottom culture (No gear)	<input checked="" type="checkbox"/> Suspended culture (Gear on bottom and/or suspended)
Species	<input checked="" type="checkbox"/> Shellfish	<input type="checkbox"/> Marine algae <input type="checkbox"/> Finfish <input type="checkbox"/> Other
General Location, Town	East of Bartlett Island, Mount Desert	
Acreage Requested	1 acre	
Lease Term Requested	3 years	

**Registering to Participate in the Hearing and Applying for Intervenor Status:**

**A. Registering to Participate**

Anyone wishing to attend the hearing is asked to register with DMR in advance so that space availability can be determined. **Persons intending to ask questions of the parties or testify about the proposed lease ("Interested Persons") must register with DMR to participate in this manner.**

Interested persons must register no later than 4:00 p.m. on May 31, 2022. Failure to register may limit your ability to participate in the proceeding. Persons who are unable to register online or need assistance with the form must contact DMR (contact information below). The hearing registration form can be accessed here: <https://www.maine.gov/dmr> under "Meetings."

## **B. Applying for Intervenor Status**

Intervenor applications must be **received** no later than 4:00 p.m. on May 31, 2022. Intervenor applications must be requested from DMR at the contact information below. DMR will decide whether to grant intervenor applications five days before the hearing. If you apply for and are granted intervenor status, you become a legal party to the proceeding.

### **Hearing:**

The hearing will be held, in-person, as follows:

**June 15, 2022**

**6:00 p.m.**

**Town of Mount Desert, Administrative Building**

**21 Sea Street, Northeast Harbor, 04662**

If the hearing listed above is postponed or continued it may be held on June 16, 2022 at the same time and format. Notice of a continuance will be posted to DMR's website under "Meetings."

The hearing will be held in accordance with the adjudicatory proceeding provisions of the Maine Administrative Procedures Act (5 M.R.S.A., ch. 375, subchapter 4). Any interested person may attend the hearing and **registered participants** may ask questions of the parties or testify about the effect of the proposed lease.

### **Address questions to:**

Maine Department of Marine Resources

Attn: Aquaculture Division

21 State House Station

Augusta, ME 04333-0021

(207) 624-6573

[DMRaquaculture@maine.gov](mailto:DMRaquaculture@maine.gov)

For disability accommodations, contact Melissa Macaluso at:  
(207) 624-6553, [Melissa.Macaluso@maine.gov](mailto:Melissa.Macaluso@maine.gov); or 877-243-2823, TTY 711

**RELEVANT AUTHORITY:** Chapter 2 of DMR's regulations; 5 M.R.S.A. §9501 et seq. & 12 M.R.S.A. §6072-A(1) et seq.



United States Department of the Interior

MAY 17 2022

NATIONAL PARK SERVICE  
Acadia National Park  
P.O. Box 177  
Bar Harbor, Maine 04609

BY:.....

1.A.1 ACAD  
L1425 ACAD

May 16, 2022

Mr. Durlin E. Lunt, Town Manager  
Town of Mount Desert  
P.O. Box 248  
Northeast Harbor, Maine 04662

Dear Mr. Lunt:

The Blanchard family own a parcel of land on the Parker Farm Road located in the village of Somesville. Specifically, it is identified as Map 10, Lot 190. The family has generously proposed to donate to the National Park Service a conservation easement on the property.

This 20-acre forested undeveloped parcel contains ten identified wetland areas, which include three vernal pools. It abuts two existing large National Park Service conservation easements (CE) managed by Acadia National Park (ANP) and is in the same immediate area as four additional surrounding ANP easements. (All of these existing CE's allow residences and development.) This parcel provides significant habitat connectivity between the abutting and neighboring CE's and surrounds. The owners would like to donate the conservation easement in order to protect the property's wildlife habitat and connectivity, vernal pools, and its natural and scenic resources.

As you may recall, when a new conservation easement is proposed, the Park forwards the final draft deed to both the Town and ANP Advisory Commission to provide the opportunity for questions and/or comments. Enclosed with this letter is the final draft of the proposed Blanchard CE. The next ANP Advisory Commission meeting is on June 6<sup>th</sup>. I wanted to submit this to you first to see if the town had any questions or thoughts before I discussed it with the Commission. If you do, we respectfully request you let me know by the morning of June 6<sup>th</sup>. If I do not hear from you before that date, I will assume the town has no comment on the proposed easement.

To summarize the restrictions proposed, the easement would permit one, two-acre building envelope in a generally defined location. Once plans to build start, a survey of the exact envelope location will be required. All buildings will be limited to the building envelope, thus clustered and ensuring the remaining acres will be minimally disturbed. Any number of structures may occur in any configuration within the envelope, but the total gross covered area of all structures combined may not exceed 5,000 square feet. Height of all structures may not exceed 26 feet.

I would be pleased to meet with you to discuss this project if you have further questions. I can be contacted at 288-8734 or [Emily\\_Seger\\_Pagan@nps.gov](mailto:Emily_Seger_Pagan@nps.gov). I imagine you all are quite busy right now with the visitor season starting and construction projects, so I very much appreciate your time.

Wishing you all the best,

A handwritten signature in black ink, appearing to read "E S Pagan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Emily Seger Pagan  
Land Resource Specialist

Enclosures

**CONSERVATION EASEMENT ON  
Parker Farm Woodland Property,  
Mount Desert, Hancock County, Maine**

THIS CONSERVATION EASEMENT made this       day of       , by and between **Lineage Trust Company, LLC**, of 21 Mason Point Road, P.O. Box 191, Mount Desert, ME 04660, (hereinafter referred to as "Grantor,") and the **UNITED STATES OF AMERICA**, 1849 "C" Street, N.W., Room 2444, Washington, D.C. 20240, (hereinafter referred to as the "Grantee").

This Conservation Easement on the Protected Property is granted exclusively for the following conservation purposes:

**- PURPOSE -**

*It is the purpose of this Conservation Easement, in accordance with Public Law 99-420, to preserve and protect in perpetuity the important ecological, scenic, cultural, shorefront and island resources; and to reserve to the Grantor the exercise on the Protected Property of reasonable conservation practices, residential, and low impact outdoor recreational uses. The restrictions included herein are intended to prevent uses of the Protected Property, which, if allowed to occur, could have as their individual and cumulative effect, an adverse impact on the conservation values of the Protected Property. The restrictions are intended to provide significant public benefit by protecting and preserving in perpetuity the natural, relatively undeveloped, ecological, and scenic resources existing on the Protected Property, the wildlife habitat of the Protected Property for forest and wetland flora and fauna; and the traditional scenic character of the Protected Property within the Somesville Village area in the town of Mount Desert.*

*The following recitals more particularly describe the conservation values of the Protected Property and the significance of this grant:*

WHEREAS, the Secretary of the Interior, by Public Law 99-420, an act to establish a permanent boundary for Acadia National Park in the State of Maine, and for other purposes, is authorized to accept donations of Conservation Easements on the islands of Hancock County; and

WHEREAS, the Grantor is the sole owner in fee of approximately 20 acres in the village of Somesville, town of Mount Desert, Hancock County, Maine, being the same premises acquired by Grantor by deed Lineage Trust Company, LLC, dated February 26, 2019, and recorded at the Hancock County Registry of Deeds, at Book 6939, and Page 558, said premises hereinafter referred to as the "Protected Property" and described in Exhibit A; and

WHEREAS, the Protected Property remains in a forested, undisturbed natural state and is adjacent to two other large National Park Service (NPS) Conservation Easements on its northern and southern boundaries, and is located in the same immediate area as four additional surrounding National Park Service Conservation Easements; and

WHEREAS, a Natural Resources Inventory was conducted on the Protected Property by Eco-Analysts, Inc. in spring 2002 which identified ten wetland systems on the Protected Property, of which three include Vernal Pools, along with an intermittent stream flowing from one of these wetlands to the last section of Denning Brook and the headwaters of Somes Sound, located on the northerly adjacent NPS conservation easement; and

WHEREAS, the Protected Property will provide direct wildlife connectivity to the adjacent NPS conservation easements and will increase the size of a varied habitat refuge within in the larger



developed Somesville area; and

WHEREAS, the purpose of the said Conservation Easement is to add to and conserve the natural scenic and ecological conditions of this Somesville habitat already under NPS protection in perpetuity; and

WHEREAS, Grantee has notified the Town of Mount Desert on\_\_\_\_\_, and has consulted with the Acadia National Park Advisory Commission on \_\_\_\_\_, as required by the Public Law 99-420; and

WHEREAS, Grantee has determined that this conservation easement will benefit, protect, and conserve the natural, ecological, and scenic values of the Protected Property and the Park; and

WHEREAS, the Protected Property and the restrictions contained herein meet the criteria established for the acceptance of conservation easements in Public Law 99-420, the Boundary Legislation, and in the Acadia National Park Land Protection Plan, specifically: the Protected Property has "important scenic, ecological ... archaeological or cultural resources;" and

WHEREAS, this Easement is created pursuant to Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended and is intended as a "qualified conservation contribution" granted in compliance with the Internal Revenue Code, as amended, at Title 26, U.S.C.A., Section 170(h)(1)-(6), and Sections 2031(c), 2055 and 2522, and is subject to applicable regulations promulgated thereunder; and

NOW, THEREFORE, the Grantor and Holder have established this Conservation Easement on, over, and across the Protected Property consisting of the foregoing recitals and purposes, and the following terms, covenants, restrictions and affirmative rights granted Holder, its successors and assigns, which shall run with and bind the Protected Property and Grantor, his personal representatives, heirs and assigns, forever and in perpetuity:

**1. AFFIRMATIVE RIGHTS CONVEYED.**

The affirmative rights conveyed to Grantee by this Conservation Easement are the following:

**A.** Grantee has the right to identify, to preserve, and to protect in perpetuity the natural, ecological, open space, and aesthetic features of the Protected Property, including the right to maintain boundary markers and monuments to permit identification of the extent of the Protected Property.

**B.** Grantee has the right to enter upon the Protected Property at reasonable times and in a reasonable manner consistent with the purposes of this Conservation Easement, for inspection and enforcement purposes.

**C.** Grantee has the right to enforce by proceedings at law and in equity the covenants herein set forth, including the right to require the restoration of the Protected Property to its condition at the time of this grant, subject to permitted changes, and to enforce its rights hereunder pursuant to applicable federal laws and regulations, against violators of this Conservation Easement to the extent that such enforcement is consistent with Grantors' reserved rights hereunder.

D. Grantee has the right to conduct a professional survey of the Protected Property, or portions thereof. The survey will be at Grantor's cost only if the survey is reasonably necessary to determine if there is a violation of this Conservation Easement.

## 2. LAND USE & DIVISION.

A. **Land Use Areas.** The Protected Property may be used only for residential, vacation, low-impact outdoor recreation, conservation, and natural resource management activities in accordance with the restrictions herein, and for low impact outdoor recreation, including hunting and fishing that is consistent with the preservation of the Protected Property. Use of structures and the Protected Property for rental of permitted residence and "home occupations", as defined by the Land Use Regulation Commission's Rules and Regulations, shall not be deemed a commercial use.

For the purpose of the restrictions and reserved rights hereunder, the Protected Property may be divided into a Natural Area and Building Area, as set forth in Paragraphs 2.B. and 2.C.. The entire Protected Property is to be treated as the "Natural Area". Once a Building Area has been established per Paragraph 2.C., the Natural Area is all of the Protected Property outside of the Building Area.

The Building Area may be established by Grantor with the prior written approval of Grantee, as a contiguous land area of not more than two (2) acres in total of which includes any access road area, with the following location requirements, hereinafter referred to as "Potential Location for Building Area," as depicted on Exhibit B: the northwestern corner must be approximately 250 feet set back from eastern edge of Route 198; the southwestern corner must be set back approximately 300 feet from the eastern edge of Route 198; the southeastern corner must be set back approximately 500 feet from the southern edge of Parker Farm Road; the northeastern corner must be set back approximately 250 feet from the southern edge of Parker Farm Road.

This Building Area is limited in its size and location in order to protect the Protected Property's natural, substantially undeveloped, ecological, and scenic resources. Grantee's approval shall be in its sole and exclusive discretion, in accordance with Paragraph 2.B hereinbelow. The Building Area must be established as required in Paragraph 2.C. prior to commencement of construction or site work for construction of any structure or surface alteration permitted only in the Building Area under Paragraph 4.

B. **Divisions.** The Protected Property may be divided into only two discrete parcels of separate ownership. The permitted Building Area must be located within only one of the permitted lots. Moreover, the Protected Property or any portion thereof shall not be included as part of the gross tract area of land not subject to this Conservation Easement for the purposes of determining density, lot coverage, or undeveloped land requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

C. **Establishment of Building Area.** Prior to the commencement of any activities permitted only within the Building Area pursuant to Paragraph 4, except for test pits necessary for siting Building Area, a recorded legal description of the final Grantee-approved Building Area must be established by an addendum hereto, signed by Grantor and Grantee and recorded at the Hancock Registry of Deeds. In order to establish the Building Area, Grantor shall provide written notice to Grantee of its proposed location by certified mail, return receipt requested. Such notice shall include a proposed revision to Exhibit B showing the Building Area, a survey plan showing boundary markers of the proposed Building Area, and a metes and bounds description of the proposed Building Area prepared in accordance with the survey, together with sufficient information to demonstrate compliance with the size, configuration, and other location requirements for the Building Area

established under Paragraph 2.A. and in accordance with the notice provisions of Paragraph 16.C and 16.E. Grantor must clearly and accurately mark the boundaries of the Building Areas and maintain such boundaries in a clear and accurate condition for Grantee's monitoring and enforcement purposes.

**D. Specific Prohibitions.** No industrial, quarrying, or surface mining activities are permitted on the Protected Property. In addition, the use of the Protected Property for commercial outdoor recreation is prohibited, other than de minimis use in accordance with Section 2031(c) of the Internal Revenue Code, as amended (the "Code"), and as interpreted by regulations promulgated thereunder. Without limiting the generality of the foregoing and notwithstanding the reserved rights of Grantor herein, the following uses are prohibited on the Protected Property: towers such as wind turbines or cell towers, residential development, motels or hotels, commercial campgrounds, towers, antennae or other apparatus for telecommunications, dock or piers, landfills, billboards, solid waste disposal or transfer areas, junk yards, oil storage facilities, refineries, gas stations, gravel pits, feed lots, and aircraft landing sites (except in emergency).

### 3. EXISTING CONDITIONS.

As of the date of this grant, there are no existing structures on the property other than one well-head. There is a formerly cleared road which currently is not accessible by vehicle as much vegetation has grown in the former cleared area.

### 4. STRUCTURES.

**Restrictions and Reserved Rights.** No additional structures and no alterations to existing structures are permitted on the Protected Property, without the prior written consent of Grantee, except that Grantor, his heirs and assigns, reserve the following rights:

**A. Natural Area.** No structures are permitted in the Natural Area except for minor structures which may be, but not limited to, the following: current existing covered well, structures associated with providing utilities such as telephone poles, septic fields, wells; structures associated with roads (gates, culverts, retaining walls); minor structures associated with permitted low-impact outdoor recreation and nature observation such as benches, chairs, swings, picnic tables, fences, gates, primitive campsites, temporary tents for non-commercial camping, wildlife observation blinds, birdhouses, rustic trail improvements such as small unlighted signs, cairns, trail bridges and culverts, and no more than one 12 foot by 12 foot tent platform; provided that all permitted structures must be sensitively located and limited in size and height to preserve the wetlands, vernal pools, and natural and undeveloped character of the Protected Property. Solar panels are specifically prohibited in the Natural Area.

**B. Building Area.** One residence, appurtenant accessory structures, minor structures (as described in 3.A.), and utility structures are permitted within the Building Area. Solar panels are permitted within the Building Area only on the rooftop of residential or permitted accessory buildings. Any number of structures may occur in any configuration, but the total gross covered area of all structures combined may not exceed 5,000 square feet, as defined below. Height of all structures may not exceed 26 feet. Structures may be constructed, replaced, improved upon, or maintained within the Building Envelope. All new or replacement structures must be constructed with dark or natural exterior treatments that will weather to a dark hue, including trim and roofing, and without large expanses of glass and reflective material, so that such structures blend with the natural surroundings.

The term “gross covered ground area,” of a structure means the area occupied by a structure calculated on the basis of the outermost perimeter walls of the structure, whether at ground level or higher, and includes area occupied by associated, attached or proximate roofed or unroofed structural components, such as eaves, porches, stairs, decks and walkways. (Minor and utility structures are not included in this gross covered area calculation; stone or gravel patios or walkways are not included in this gross covered area calculation.) Without limiting the foregoing, gross covered area is not intended to include the land area occupied by utility facilities.

## **5. SURFACE ALTERATIONS.**

No further alterations to the surface of the earth are permitted without the prior written consent of Grantee, except that Grantor, his heirs and assigns 4., 5., 6., and 7.; to create, maintain, replace, and improve one road (may be paved or unpaved), in the general location depicted on Exhibit B and leading from Parker Farm Road to the northwestern corner of the Potential Building Area, for access to the Building Area; and to establish and maintain unpaved footpaths located and designed in a manner to minimize soil erosion, preserve wetlands, and discourage the use of motorized vehicles and visibility from public vantage points. Mining is specifically prohibited. Gardens, lawns, or other open mowed or maintained areas are permitted to be maintained in Building Area only. If in conducting any of the foregoing activities the surrounding area is disturbed, by it shall be restored as is reasonably possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

## **6. VEGETATION MANAGEMENT.**

The destruction or removal of standing timber, plants, shrubs or other vegetation is prohibited without the prior written approval of Grantee, except that the Grantor, his heirs and assigns, reserve the right to alter vegetation within the Natural Area to the extent necessary or convenient to exercise the rights reserved in Paragraphs 4., 5., 6., and 7.; to cut or remove deadwood, leaners, and blowdowns, to remove hazards to human safety, to maintain the health of the forest, to provide forest products for use on the Protected Property, and to prevent the spread of fire, disease or exotic intrusion. The Grantor, his heirs and assigns, reserve the right to alter vegetation anywhere within the Building Envelope without restrictions.

## **7. WATER PROTECTION AND WASTE DISPOSAL.**

In order to assure the preservation of the high quality scenic, natural and ecological character of the Protected Property, the following specific restrictions, subject to any more restrictive local, state, and/or federal laws and regulations, are imposed on the Protected Property:

A. The direct discharge of treated or untreated sewage or grey water waste into fresh waters on or about the Protected Property is strictly prohibited, and all waste disposal is subject to applicable laws and regulations.

B. It is forbidden to dispose of or store rubbish, garbage, debris, unserviceable or abandoned vehicles or parts thereof, abandoned marine recreational equipment such as boats, boat cradles, docks, ramps or floats, or any other unsightly or offensive waste material on the Protected Property, except that vegetative slash and debris may be allowed to remain on the Protected Property in accordance with applicable laws and regulations, and other waste generated by permitted uses on the

Protected Property may be stored temporarily in appropriate receptacles for removal at reasonable intervals.

C. The use of chemical herbicides, pesticides, fungicides, fertilizers and other toxic agents is prohibited without the prior written consent of Grantee upon a showing of necessity to prevent other adverse impact to the conservation values of the Protected Property, and in any event must be limited to prevent any demonstrable adverse impact on wildlife, waters and other important conservation values to be protected by this grant.

## **8. ACCESS.**

Although this Conservation Easement benefits the general public through the protection of land resources and natural beauty, nothing herein contained shall be construed to convey or grant to the public any right of access to or use of the Protected Property. Grantor has the right to permit public uses of the Protected Property consistent with the protection of its conservation values and the provisions of this grant, provided that more than a *de minimis* use of the Protected Property for commercial outdoor recreation is prohibited, in accordance with Code §2031(c), and successor provisions thereof, and regulations promulgated thereunder. By prohibiting more than a *de minimis* use of the Protected Property for commercial outdoor recreation, it is the intent of the parties to prevent the Protected Property from becoming a commercial campground, a commercial site for skiing, snowmobiling, ATV or camper use, storage of recreational equipment, or other similar intensive commercial use. Grantor and Grantee claim all of the rights and immunities against liability for injury to recreational users of the Protected Property to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and successor provision thereof, and under any other applicable provision of law and equity. Nothing herein shall be construed to grant the public or any member thereof standing to bring an action hereunder, nor any rights by adverse possession or otherwise.

## **9. INTERPRETATION.**

If uncertainty should arise in the interpretation of this Conservation Easement, construction should be made in favor of conserving the Protected Property in its natural state. Nothing in this Conservation Easement should be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or governmental agency having competent jurisdiction over the Protected Property.

## **10. BASELINE DATA.**

Grantor has provided the Grantee with sufficient information, called the Baseline Data, to determine the condition of the Protected Property as of the effective date hereof and the parties have certified that such information is an accurate representation of the same. This Baseline Data, dated as of the date of execution hereof and signed by Grantor, is on file at the offices of Grantee, with a copy to Grantor.

## **11. MONITORING AND ENFORCEMENT RIGHT OF GRANTEE.**

Grantee has the right to assure compliance with all of the terms, covenants and restrictions

herein by means of periodic inspections of the Protected Property and enforcement of this Conservation Easement at law and in equity. For such inspection and enforcement purposes, the Grantee has the right to enter the Protected Property at reasonable times and in a reasonable manner.

Grantee may prepare and maintain on file a Monitoring Report for each such inspection and shall make any such reports available to Grantor.

If Grantee determines, in its reasonable discretion, that a violation of this Easement has occurred or is about to occur, Grantee may notify Grantor via certified mail, return receipt requested, and demand that the violation be stopped and that steps be taken to restore the Protected Property to the condition described in the Baseline Data referred to in Paragraph 9, subject to permitted changes made subsequently. Grantor is not responsible for injury to or change in the Protected Property due to unforeseen circumstances which cannot be controlled by reasonable means, such as, but not limited to environmental catastrophe originating off-site, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Nothing herein should be construed to preclude the rights of Grantor and Grantee to recover damages from any third party for vandalism, trespass or other violation of their respective rights in this Conservation Easement and the Protected Property.

If Grantor fails, with reasonable dispatch, to comply with the requirement of Grantee's notice, Grantee is entitled to pursue its remedies at law and in equity to enforce the terms of this Conservation Easement, to recover damages and to obtain injunctive relief, including an order requiring restoration as aforesaid. Requirement of written notice is waived in matters threatening imminent harm to the conservation purposes of this grant, in which case Grantee is entitled immediately to pursue its remedies at law or in equity, ex parte as necessary, after making reasonable efforts to contact Grantor. The failure or delay of the Grantee, for any reason whatsoever, to enforce any of the provisions of this Easement shall not constitute a waiver of its right to enforce the same or any other provision hereof.

## **12. GRANT IN PERPETUITY AND TRANSFER.**

The Conservation Easement herein granted is a burden upon and runs with the Protected Property in perpetuity and binds the Grantor, his personal representatives, heirs, successors, and assigns forever. Incorporation by reference of this Easement must be included in any subsequent deed or legal instrument by which Grantor conveys any interest (including a leasehold) in the Protected Property. Grantor must provide Grantee with reasonable prior written notice of any transfer, lease in excess of one year, or sale of the Protected Property.

## **13. ASSIGNMENT BY GRANTEE.**

This Conservation Easement is assignable by Grantee, but only after consultation with Grantor and only to transferees who agree to carry out the conservation purposes of this easement and who, at the time of the transfer, meet the eligibility requirements of U.S. Treasury Regulations at Title 26 C.F.R. Section 1.170A-14(c)(2), and Title 33, Maine Revised Statutes Section 476(2), or successor provisions.

## **14. COSTS AND TAXES.**

Grantor agrees to bear all costs and responsibility of operation, upkeep, and maintenance of the Protected Property. In addition, Grantor agrees to pay and discharge when due any and all lawfully assessed real property taxes and assessments levied by competent authority on the Protected Property during their ownership.

## **15. COMPLIANCE CERTIFICATES.**

Upon the written request of Grantor, the Grantee may execute, acknowledge, and deliver to Grantor, a written certificate of compliance in a form suitable for recording, stating whether, and with what exceptions or limitations, the Protected Property or any portion thereof complies with the terms and conditions of this Conservation Easement, after an inspection made by Grantee within forty-five (45) days of written request by Grantor, or after a longer period of time, should adverse weather conditions prevent a more timely inspection.

Provided that the Protected Property is then in compliance with the terms of this Conservation Easement, the obligation of an owner of the Protected Property will cease, with respect to the Protected Property, at the time when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Protected Property, or in a pertinent portion thereof. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive transfer of title.

## **16. GENERAL PROVISIONS.**

A. If any provisions of this Conservation Easement or the application thereof to any person or circumstance are found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Wherever used in this Conservation Easement, unless repugnant to the context, the term "Grantor," and any pronouns used in place thereof, shall mean and include the above-named Grantor and his heirs, personal representatives, executors, successors, assigns and all persons hereafter claiming by, under, or through said Grantor, whether or not such persons signed this Conservation Easement or had an interest in the Protected Property on the execution date of this Easement; and the term "Grantee" shall mean United States of America, its successors and assigns as Holders of this Conservation Easement.

C. Grantor agrees to notify Grantee before exercising any reserved rights that may have an adverse impact on the Conservation Purpose, and of any change of address or transfer of ownership or any interest, including a long-term lease, in the Protected Property. Any required notices to Grantee shall be made by certified mail, return receipt requested, addressed to Superintendent, Acadia National Park, P.O. Box 177, Bar Harbor, Maine 04609. Grantor's notice must include sufficient information to enable Grantee to determine whether Grantor's plans are consistent with the terms of this Conservation Easement and the Conservation Purpose hereof. Within thirty (30) days of receipt of Grantor's written notice made in compliance herewith, Grantee will reply in writing, either approving or objecting with specific suggestions to guide Grantor in modifying proposed plans to bring them into compliance with the terms of this Conservation Easement. Any notices, consents, agreements or approvals relating to this Conservation Easement must be in writing.

D. This Conservation Easement grant is made by Grantor, with the understanding that the conservation purposes for which it is given may be protected or furthered under circumstances that may justify modification of certain specific terms of this Conservation Easement. To this end, Grantee may provide its written discretionary consent for activities and uses of the Protected Property that are conditional or not expressly reserved by Grantor, and Grantor and Grantee may agree in writing to modify the terms of this Conservation Easement to the extent that such discretionary approval or modification furthers the purposes of this Conservation Easement and does not have a material adverse effect on the conservation values to be protected by this grant and does not permit residential or commercial development; and in the case of discretionary approvals, based upon a further determination by Grantee in its sole and exclusive judgment, that such activities are necessary to preserve conservation values, to preserve human safety, to prevent the spread of fire and/or disease, or to provide opportunities for low-impact outdoor recreation, nature observation and study on the Protected Property; subject to any procedural requirements imposed on Grantee by law. In no event may Grantee approve modifications to this Conservation Easement that would limit the term or terminate this Conservation Easement, or impair the qualification of this conservation easement or the status of Grantee as a holder or as a tax exempt entity under any applicable laws, including Title 33 M.R.S.A. Section 476 *et seq.*, or Code Section 170(h).

E. Grantor and Grantee agree that the donation of this Conservation Easement gives rise to a property right that vests immediately in the Grantee, and that, for the purposes of this paragraph, has a fair market value that is at least equal to the amount by which the restrictions of this Conservation Easement reduce at the time of this grant the unrestricted value of the Protected Property (the "Original Proportionate Value"). Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Grantee shall be entitled to be paid no less than the greater of (i) in accordance with § 1.170A-14(g)(6)(ii), a portion of any proceeds of any subsequent sale, exchange, or involuntary conversion computed as to the Original Proportionate Value, or (ii) in accordance with 33 M.R.S. § 477-A(2)(B), the increase in value of the Grantor's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantor and Grantee. Any such payment shall not be later than the subsequent sale, exchange, involuntary conversion, or long-term lease of the Protected Property, whichever occurs first. Grantee shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent with the Conservation Purpose of this Conservation Easement.

F. In compliance with I.R.C. Section 170(f)(8), Grantee acknowledges receipt of this conservation easement on the date hereof, and states that it has not provided Grantor with any goods or services in consideration, in whole or in part, for Grantor's contribution of this easement.

G. In compliance with I.R.C. Section 170(f)(8), Grantee acknowledges receipt of this conservation easement on the date hereof, and states that it has not provided Grantor with any goods or services in consideration, in whole or in part, for Grantor's contribution of this easement.

**TO HAVE AND TO HOLD** the said Conservation Easement unto the said Holder, its successors and assigns forever



IN WITNESS WHEREOF, I, **Peter P. Blanchard, III, Trustee for Lineage Trust Company, LLC**, have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Peter P. Blanchard, III, Trustee  
Lineage Trust Company, LLC**

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, \_\_\_\_\_, 20\_\_.

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name of notary

My commission expires: \_\_\_\_\_

**GRANTEE ACCEPTANCE.**

The above and foregoing Conservation Easement was authorized to be accepted by the UNITED STATES OF AMERICA, Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Amended Restrictive Covenants, by and through Pamela MacLay, Realty Officer, Land Resources Program Center, National Park Service, Northeast Region, United States Department of Interior, 200 Chestnut Street, Philadelphia, Pennsylvania 19106, hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_, 2013.

**UNITED STATES OF AMERICA**

by: \_\_\_\_\_  
Jennifer Cherry, Realty Officer  
Land Resources Program Center  
National Park Service Northeast Region  
U. S. Department of Interior

STATE OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_, ss. Date:

Personally appeared Jennifer Cherry, the authorized representative of Grantee, the UNITED STATES OF AMERICA, and acknowledged the foregoing instrument to be her free act and deed, and the free act and deed of the United States of America.

Before me, \_\_\_\_\_  
Notary Public

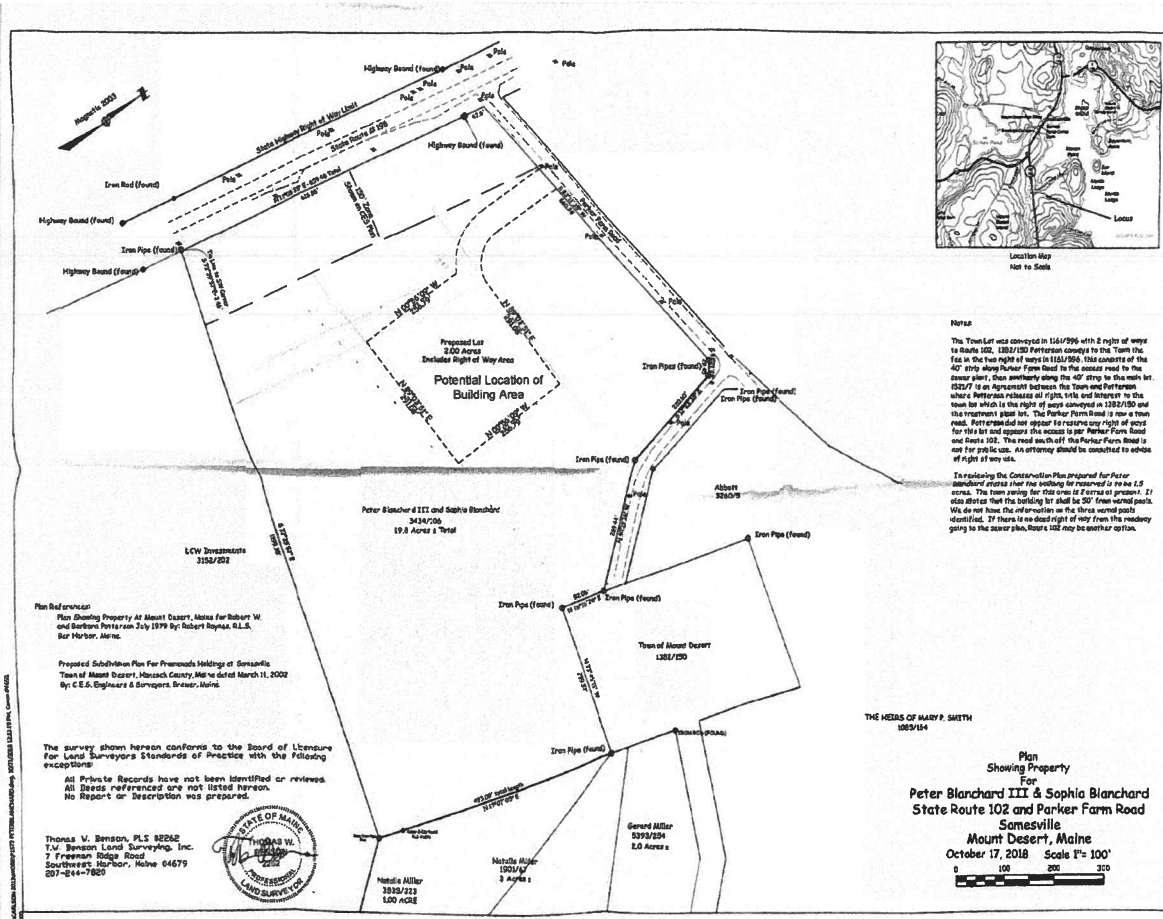
\_\_\_\_\_  
Please type or print name of notary  
My commission expires:

**Exhibit A**  
**Legal Description of the Protected Property**

A certain lot or parcel of land situated in that part of the Town of Mount Desert in Hancock County, Maine, known as Somesville on the easterly side of State Highway route number 102, being more particularly bounded and described in accordance with a survey captioned 'PLAN SHOWING PROPERTY AT MOUNT DESERT, MAINE FOR ROBERT W. & BARBARA PATIERSON', by Robert Raynes, R.L.S. dated July, 1979 and revised July, 1980 and recorded on December 3, 1984 in File 19, Number 78, of Hancock County, Maine, Registry of Deeds as follows:

Beginning at an iron pipe driven in the ground on the easterly side line of State Route 102, on the southerly side line of a 40-foot public right of way shown on said survey, said pipe marking the northwesterly corner of Parcel 'A' shown on said survey, thence North eighty-four degrees twelve minutes East (N. 84° 12' E.) along southerly side line of said right of way, six hundred sixty-two and one tenth (662.1) feet to an iron pipe set in the ground; thence South fifty-three degrees twenty-four minutes East (S. 53° 24' E.) but always following the southerly line of said right of way, twenty-nine and six tenths (29.6) feet to an iron pipe set in the ground on the easterly side line of said Parcel 'A'; thence South eleven degrees and twenty-three minutes East (S. 11° 23' E.) two hundred twenty-one and two tenths (221.2) feet to an iron pipe driven into the ground; thence South thirty-nine degrees eighteen minutes East (S. 39° 18' E.) two hundred seventy and two tenths (270.2) feet to iron pipe driven into the ground, said iron pipe being situated on the northwesterly side of a parcel of land described in a deed from Robert W. Patterson and Barbara N. Patterson to the Inhabitants of the Town of Mount Desert recorded in Book 1161, Page 596 in the said Registry; thence South seventeen degrees five minutes West (S. 17° 05' W.) ninety-one and six tenths (91.6) feet to an iron pipe driven into the ground at the southwest corner of said land described in said deed to the Inhabitants of the Town of Mount Desert; thence South seventy-two degrees fifty-nine minutes East (S. 72° 59' E.) but always following the southerly side line of said land described in said deed to the Inhabitants of the Town of Mount Desert three hundred (300) feet to an iron pipe driven into the ground at the most easterly corner of said Parcel 'A'; thence South seventeen degrees fifty-eight minutes West (S. 17° 58' W.) four hundred ninety-four and one tenth (494.1) feet to an iron pipe driven into the ground at the most southerly corner of Parcel 'A'; thence North seventy-one degrees forty minutes West (N. 71° 40' W.) one thousand two hundred four and three tenths (1,204.3) feet to an iron pipe driven into the ground at the southwest corner of Parcel 'A', said iron pipe being situated on the southeasterly side of said State Route 102; thence North twelve degrees nine minutes East (N. 12° 09' E.), but always following the easterly side line of said highway, six hundred sixty-one and five tenths (661.5) feet to said iron pipe driven into the ground at the point of beginning.

# Exhibit B Map of Protected Property Showing Potential Location of the Building Area



**NEW BUSINESS**



## ***Town of Mount Desert***

Jake Wright, Finance Director  
21 Sea Street, P.O. Box 248  
Northeast Harbor, ME 04662-0248

Telephone 207-276-5531 Fax 207-276-3232

Web Address [www.mtdesert.org](http://www.mtdesert.org)  
[financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)

Selectboard,

### **Recommendation:**

I recommend that the Selectboard, in their capacity as trustees, authorize the Mount Desert Regional High School to grant the following stipend and scholarship:

Horace and Mary Reynolds Stipend in the amount of \$200.00 (no change from last year)

Frank F. Stanley Trust Scholarship in the amount of \$100.00 (no change from last year)

### **Background**

At a special town meeting on September 16, 1970, the Town accepted a gift of \$1,000 from Horace R. and Mary P. Reynolds to be held in trust used to fund the perpetual care of lots 83 and 84 in the Forest Hill Cemetery at Northeast Harbor and for flowers annually on Memorial Day, and to provide any unexpended income annually to be awarded to a member or members of the graduating class of Mount Desert Island Regional High School. This gift was increased by \$5,000 in 1973 and by \$3,509.69 in 1976 through bequests from the Reynold's estate.

At a special town meeting held on May 31, 1966, the Town voted to accept a gift of \$3,000 to be held in trust from Frank F. Stanley. The proceeds of this trust are to be used annually, \$50 going to the maintenance of the Frank F. Stanley Athletic Field in Northeast Harbor (We assume this is the field at the elementary school.); \$100 for a scholarship to a member of the graduating class of the Mount Desert Island Regional High School; and the balance of the income for further improvement, upkeep and maintenance of the infield at the Frank F. Stanley Athletic Field.

These funds have been placed in the Municipal Investment Trust Fund (Fund 500) and the investment has been placed with the Trust Services Department at Bar Harbor Bank and Trust.

## Annual Calendar Year Analysis

As of the **December 31, 2021**, the relevant figures of the trusts are as follows:

	Principal Balance	Expendable (Income Balance)	Trust Balance
Horace R. and Mary P. Reynolds	\$13,265.16	\$1,230.48	\$14,495.64
Frank F. Stanley	\$4,252.57	\$2,885.06	\$7,137.63

Note: the analysis of activity from January 1 through March 31, 2022 showed a change in principal of (\$782.19) and (\$250.76) for the Reynolds Trust and Stanley Trust, respectively. The same analysis showed a net change in income balance of \$25.30 and \$12.71 for the Reynolds Trust and Stanley Trust, respectively.

For context, the relevant figures of the trusts as of **December 31, 2020** are as shown below. These were the balances considered at the time of the authorization of last year's scholarships.

	Principal Balance	Expendable (Income Balance)	Trust Balance
Horace R. and Mary P. Reynolds	\$13,270.25	\$1,004.34	\$14,274.59
Frank F. Stanley	\$4,254.20	\$2,746.45	\$7,000.65

Thank you,

Jake Wright

Finance Director



**BAR HARBOR & MOUNT DESERT  
POLICE DEPARTMENTS**  
James K. Willis, Chief of Police  
[jwillis@mdpolic.org](mailto:jwillis@mdpolic.org)



**BHPD**  
37 Firefly Lane  
Bar Harbor, Maine 04609  
Tel: 207-288-3391

**MDPD**  
21 Sea Street, PO Box 248  
NE Harbor, ME 04662  
Tel: 207-276-5111

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**MEMORANDUM**

To: Durlin Lunt, Town Manager  
From: James Willis, Police Chief  
Date: May 20, 2022  
RE: Town Ordinances

Town Clerk Claire Woolfolk recently asked that we review some ordinances, per our Charter (5.3 PERIODIC REVIEWS.), I have reviewed the following Town ordinances and determined that all of them remain relevant and are used regularly by the Police Department:

- Consumer Fireworks Ordinance enacted in 2012
- Dogs last amended in 2009
- Limiting Motor Vehicle Access to Ponds last amended in 2009
- No Swimming Hadlock & Jordon Ponds last amended in 2009
- Use of Public Places last amended in 2009



**Consumer Fireworks Ordinance  
Town of Mount Desert  
An Ordinance to Prohibit the Sale and Use of Consumer Fireworks**

Enacted May 8, 2012

**ARTICLE I      Purpose.**

This Ordinance governs and prohibits the sale and use of “consumer fireworks” to ensure the safety of the residents and property owners of the Town of Mount Desert and of the general public.

**ARTICLE II      Title and Authority**

This Ordinance shall be known as the “Town of Mount Desert Consumer Fireworks Ordinance”.

**ARTICLE III      Definitions**

The following words, terms and phrases, when used in this Ordinance shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**“Consumer fireworks”**      The term “consumer fireworks” has the same meaning as in 8 M.R.S. § 221-A(1-A), as amended.

**“Person”**                      means any individual, combination of individuals, association, municipality, amusement park or other legal or commercial entity

**“Possession”**                means the intentional or knowing possession of what the possessor knows or believes to be fireworks.

**“Sale” or “sell”**            means any transfer or delivery of fireworks to a person for consideration.

**“Town”**                        means the Town of Mount Desert.

**ARTICLE IV      Sale of Consumer Fireworks Prohibited**

No person or group of persons shall sell, possess with the intent to sell or offer for sale consumer fireworks within the Town of Mount Desert.

**ARTICLE V            Use of Consumer Fireworks Prohibited**

No person or group of persons shall use, possess with intent to use, display, fire or cause to be exploded consumer fireworks within the Town of Mount Desert.

**ARTICLE VI            Violation and Enforcement**

A.    **PENALTY FOR VIOLATION:**    Any person who violates the provisions of this Ordinance shall commit a civil violation punishable by a penalty of not less than One Hundred Dollars (\$100.00) and not more than Two Thousand Five Hundred Dollars (\$2,500) for each offense.

Each day such violation occurs or continues to occur shall constitute a separate violation. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.

B.    **ENFORCEMENT:**    This Ordinance shall be enforced by the Town of Mount Desert Police Department, or by any other duly appointed agents of the Town.

C.    **INJUNCTION:**            In addition to any other remedies available at law or equity, the commission of acts prohibited by this Ordinance shall constitute a nuisance and the Town of Mount Desert, acting through its Town Manager, may apply to any court of competent jurisdiction to enjoin any planned, anticipated or threatened violation of this Ordinance and to prohibit further and continued violation thereof.

D.    **SEIZURE & DISPOSAL OF CONSUMER FIREWORKS:**    The Town may seize consumer fireworks that the Town has probable cause to believe are used or sold in violation of this Ordinance and shall forfeit seized consumer fireworks to the State for disposal.

E.    **EXCEPTIONS.**            This section does not apply to a person issued a fireworks display permit by the Town of Mount Desert and/or by the State of Maine pursuant to 8 M.R.S. § 227-A to 237.

**ARTICLE VII            Severability**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

**ARTICLE VIII**      **Miscellaneous Provisions**

- A) This ordinance is adopted pursuant to the enabling provisions of the Maine Constitution, Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S. § 3001, *et seq.*), and Title 8, Chapter 9-A, § 223-A(2) (8 M.R.S. § 223-A(2)).
- B) The effective date of this Ordinance is: May 8, 2012.
- C) This Ordinance shall expire and be of no force or effect on May 4, 2027.

**Town of Mount Desert  
Dog Ordinance  
Adopted March 1, 1965  
Amended March 2, 1970, March 5, 1973, and  
May 5, 2009**

1) **Purpose**

The purpose of this ordinance is to regulate dogs in the Town of Mount Desert, to mitigate the problems, including property damage, caused by dangerous dogs, dogs running at large and barking dogs, and for the protection of the health, safety, comfort, convenience, and general welfare of the residents of the Town. This ordinance seeks to achieve its purposes without unreasonably restricting owners and their dogs in their normal activities, while holding owners responsible for their dogs.

2) **Definitions**

As used in this ordinance, unless the text clearly indicates otherwise, the following words and phrases have the following meanings.

“**Dog**” includes both male and female dogs.

“**Owner**” means any person or persons, firm, association, or corporation, or other legal entity amenable to civil process, owning, keeping, or harboring, or in possession of, or having the control of a dog; and includes the parent or parents, or guardian, of a minor who owns, keeps, harbors, or is in possession, or control of a dog.

“**Keeper**” means a person in possession or control of a dog.

“**Running at Large**” means off the premises of the dog’s owner and not under the control of an owner or keeper of the dog who is physically capable of controlling and restraining the dog by a leash, cord, or chain, or by “at heel” or other voice or other command control to which the dog is obedient.

“**Voice Command**” means dog control by voice or other command where the dog is obedient and responsive.

“**Town**” means the Town of Mount Desert.

3) **Barking Dogs**

No Owner or Keeper of a dog shall allow the dog to unnecessarily annoy or disturb any person by loud and repeated barking, howling, yelping, or other noises. Upon a signed and sworn written complaint of the person disturbed, any animal control officer or other law enforcement

## Town of Mount Desert Dog Ordinance

officer may investigate the allegations of the complaint. If the officer finds that there are valid grounds for the complaint, the officer shall serve a written warning upon the Owner or Keeper, notifying them that such annoyance or disturbance must cease. Said written warning shall be served by:

- a) delivering a copy of the warning to the Owner or Keeper, in hand;
- b) leaving a copy with a person of suitable age and discretion at the premises where the dog is kept or where the owner or keeper resides; or
- c) mailing a copy to the owner or keeper at the address shown on the license application for that dog or animal.

Any Owner or Keeper who allows such annoyance or disturbance to continue after notice has been served commits a violation, subject to the penalties set forth in this ordinance.

### 4) **Running at Large Prohibited**

A. No person shall cause or permit any dog owned or kept to run at large within the Town. And specifically, when on any public way, or municipal property, including but not limited to the Town's parks, municipal sidewalks and recreational and athletic fields, all Owners or Keepers of a dog shall ensure that their dog is:

- i) on a leash or tether at all times; or
- ii) is accompanied by an owner or keeper who is physically or by effective voice or other command able to control and restrain the dog from attacking, who at all times tends the leash or tether or otherwise maintains effective control of their dog, and who does not permit the dog to run at large.

Nothing in this ordinance shall be held to require the Owner or Keeper of a dog to leash their dog while on their private premises.

B. The Owner or Keeper of any dog found running at large in violation of Paragraph A of this section of this ordinance shall be entitled to warnings on the first two alleged violations. On the third and any subsequent alleged violations, the Owner or Keeper of any such dog shall be cited to appear in Court to answer the charge of violating this Ordinance, or another appropriate charge.

### 5) **Impounding Dogs**

Unlicensed dogs, or dogs found roaming at large, shall be taken up and impounded in a shelter designated by the Town, and there confined in a humane manner for a period of not more than ten days. Any dog impounded under the provisions of this article and not reclaimed by its owner within ten days may be humanely destroyed or placed in the custody of another person deemed to be a responsible and suitable owner, who will agree to comply with the provisions of this article. The Town, or its duly authorized agent, may transfer title of all animals held by it at an animal shelter after the legal detention period has expired and the animal has not been claimed by its owner.

## Town of Mount Desert Dog Ordinance

When dogs are found running at large and their ownership is known, such dogs need not be impounded, but the Town through its duly authorized agents may, at its discretion, cite the Owner or Keeper of such dogs to appear in court to answer for their alleged violations of this ordinance.

### 6) **Penalty and Enforcement**

Any person who violates, disobeys, refuses to comply with, or resists the enforcement of any provision of this ordinance shall upon conviction, be fined not less than One Hundred Dollars (\$100), nor more than Two Thousand Five Hundred Dollars (\$2,500) for each offense. Each violation shall be deemed a separate offense. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S.A. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.

This ordinance shall be enforced by the Town's Police Department, Animal Control Officers appointed by the Town, or by any other duly appointed agents of the Town.

In addition to any other penalty provided by law, the commission of acts prohibited by this Ordinance shall constitute a nuisance and may be abated by the Town seeking an injunction to prohibit further and continued violation thereof.

### 7) **Separability**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Specifically, this ordinance is in addition to, but does not in any way replace the responsibilities of Owners or Keepers pursuant to, the *Maine Animal Control Act*, Maine Revised Statutes Title 7, Part 9 (7 M.R.S.A. § 3901, *et seq.*), or other Maine law.

### 8) **Miscellaneous Provisions**

- A) This ordinance, as amended, is adopted pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S.A. § 3001, *et seq.*), and Title 7, Part 9, Chapter 725, § 3950 (7 M.R.S.A. § 3950).
- B) The effective date of this Ordinance is: May 5, 2009.
- C) This Ordinance shall expire and be of no force or effect on May 7, 2024.

## **Ordinance Limiting Motor Vehicle Access to Great Ponds**

**Section 1: Title** This Ordinance shall be known and may be cited as the "Ordinance Limiting Motor Vehicle Access to Great Ponds," and is referred to hereafter as the "Ordinance."

**Section 2: Authority.** This Ordinance, as amended, is adopted pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S.A. § 3001, *et seq.*), specifically 30-A M.R.S.A. § 3009 (1)(E); and Title 22, Subtitle 2, Part 5, Chapter 601, Subchapter 4, Article 141, § 2642 (22 M.R.S.A. § 2642).

**Section 3: Purpose.** The purpose of this Ordinance is to prohibit motor vehicles, as defined herein, from driving upon or entering upon the surface of the great ponds of Mount Desert, when icebound, for reasons of public health, safety and welfare.

**Section 4: Applicability.** The Ordinance shall apply to: Jordan Pond in Seal Harbor and Upper Hadlock Pond and Lower Hadlock Pond in Northeast Harbor.

**Section 5: Definition of Motor Vehicle.** For purposes of this Ordinance, the term "motor vehicle" shall be as defined in M.R.S.A 29-A § 101(42), as may be amended from time to time. For convenience, § 101(42) is reproduced below.

"Motor vehicle." "Motor vehicle" means a self-propelled vehicle not operated exclusively on tracks but does not include:

- A. A snowmobile as defined in Title 12, section 13001;
- B. An all-terrain vehicle as defined in Title 12, section 13001, unless the all-terrain vehicle is permitted in accordance with section 501, subsection 8 or is operated on a way and section 2080 applies; and
- C. A motorized wheelchair or an electric personal assistive mobility device.

**Section 6: Motor Vehicles Prohibited From Icebound Surface of Ponds.** No person shall operate a motor vehicle on the icebound surface of the above named ponds and no person shall allow a motor vehicle owned by him or her or under his or her control to enter upon the icebound surface of the above named ponds

## Limiting Motor Vehicle Access to Great Ponds

Section 7: Penalty and Costs. Any person or corporation who violates, disobeys, refuses to comply with, or resists the enforcement of any provision of this ordinance shall upon conviction, be fined not less than One Hundred Dollars (\$100), nor more than Two Thousand Five Hundred Dollars (\$2,500) for each offense. Each violation shall be deemed a separate offense. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S.A. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees. In addition, any person violating this Ordinance shall also be liable to any other appropriate party for any costs incurred as a result of the violation, including but not limited to costs associated with the salvage of the motor vehicle from the pond.

Section 8: Enforcement. In addition to enforcement by appropriate State and local law enforcement officials, actions to enforce collection of fines and costs may be brought by the Town on civil complaint against the violators of this Ordinance.

Section 10: If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 11: The effective date of this Ordinance is: May 5, 2009.

Section 12: This Ordinance shall expire and be of no force or effect on May 7, 2024.



## No Swimming Ordinance re Upper Hadlock Pond, Lower Hadlock Pond and Jordan Pond

1. In order to protect the quality of the public water supplies and the health, safety and welfare of persons dependent upon such water supplies from Upper Hadlock Pond and Lower Hadlock Pond in Northeast Harbor and Jordan Pond in Seal Harbor, it shall be unlawful:
  - A) for any person or persons to swim or wade in the waters of Upper or Lower Hadlock Ponds in Northeast Harbor or Jordan Pond in Seal Harbor; or
  - B) for the owner or person in control of any domestic animal to allow such domestic animal to wade or swim in the waters of Upper Hadlock Pond or Lower Hadlock Pond in Northeast Harbor or Jordan Pond in Seal Harbor.
2. Any person or corporation who violates, disobeys, refuses to comply with, or resists the enforcement of any provision of this ordinance shall upon conviction, be fined not less than One Hundred Dollars (\$100), nor more than Two Thousand Five Hundred Dollars (\$2,500) for each offense. Each violation shall be deemed a separate offense. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S.A. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.
3. This ordinance, as amended, is adopted pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S.A. § 3001, *et seq.*), and Title 22, Subtitle 2, Part 5, Chapter 601, Subchapter 4, Article 141, § 2642 (22 M.R.S.A. § 2642).
4. This Ordinance was, pursuant to 22 M.R.S.A. § 2642, originally adopted by the Board of Selectmen for the Town of Mount Desert on May 23, 1977, and then was ratified by the voters of the Town at a Town Meeting held on May 5, 2009.
5. This ordinance shall be enforced by the Police Department of the Town of Mount Desert.
6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.
7. The effective date of this Ordinance is: May 5, 2009.
8. This Ordinance shall expire and be of no force or effect on May 7, 2024.

Town of Mount Desert  
Use of Public Places Ordinance  
Enacted May 5, 2009

1. No person shall use or permit to be used any public thoroughfare, public street, beach, cemetery, public land or any other public place in the Town of Mount Desert for the purpose of overnight accommodation or a temporary or permanent abode or habitation, except with the written permission of the Board of Selectmen of the Town of Mount Desert.
2. In addition, no person shall park any vehicle or trailer, erect any tent, lean-to or similar shelter with the intent to camp or sleep on any public thoroughfare, public street, beach, cemetery, public land or any other public place in the Town of Mount Desert.
3. Any person or corporation who violates, disobeys, refuses to comply with, or resists the enforcement of any provision of this ordinance shall upon conviction, be fined not less than One Hundred Dollars (\$100), nor more than Two Thousand Five Hundred Dollars, (\$2,500) for each offense. Each day that a violation continues after notification shall constitute a separate offense, and each violation shall be deemed a separate offense. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S.A. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.
4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.
5. This ordinance is adopted pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S.A. § 3001, *et seq.*).
6. This ordinance shall be enforced by the Police Department of the Town of Mount Desert.
7. The effective date of this Ordinance is: May 5, 2009.
8. This Ordinance shall expire and be of no force or effect on May 7, 2024.



## TOWN OF MOUNT DESERT

### Assessing Office

P.O. BOX 248 21 SEA STREET  
NORTHEAST HARBOR, MAINE 04662  
207-276-5531 FAX 207-276-3232

[www.mtdesert.org](http://www.mtdesert.org)

### **MEMORANDUM**

To: Claire Woolfolk – Town Clerk  
From: Kyle Avila – Assessor/Addressing Officer  
Re: e911 Addressing Ordinance review  
Date: May 20, 2022

Claire,

In response to your request for reviewing our 2009 Building and Street Numbering ordinance, I have consulted with both the Fire and Police Chiefs, as well as with the Code Enforcement Officer and we are all in agreement the current ordinance is sufficient as is and does not need any revision at this time. Therefore, I recommend recertification of the "Building and Street Numbering" ordinance, as originally adopted in 2009.

Respectfully submitted,

Kyle Avila – CMA  
Tax Assessor/e911 Addressing Officer

ORDINANCE REGULATING THE BUILDING AND STREET NUMBERING  
IN THE TOWN OF MOUNT DESERT

As adopted at Annual Town Meeting March 6, 7, and 8, 1995 and  
As amended May 5, 2009

- WHEREAS, it is the responsibility of the municipality to protect the lives and property of the residents of the Town of Mount of Desert, and
- WHEREAS, it is the desire of the municipality to operate efficient and effective public safety services, and
- WHEREAS, these efficient and effective public safety operations are inhibited absent building and street numbering;

THEREFORE BE IT ORDAINED by the Inhabitants of the Town of Mount Desert, Maine that the following ordinance entitled "Ordinance Regulating the Building and Street Numbering in the Town of Mount Desert" be enacted.

1. The Town Manager shall designate an Addressing Officer who shall have the sole authorization to assign street numbers to any building or lot within the boundary lines of the Town of Mount Desert. That number shall be the official address used for property identification on Town records.
2. New Address numbers and naming of new roads shall follow the standards as outlined in the publication entitled The Enhanced 911 Addressing Officer Manual issued by the State Public Utilities Commission, Emergency Services Communication Bureau.
3. All roads that serve two or more properties shall be named regardless of whether the ownership is public or private. A "road" refers to any highway, road, street, avenue, lane, private way, or similar paved, gravel, or dirt thoroughfare. "Property" refers to any property on which a more or less permanent structure has been or could be placed. New Public road names shall be approved by Town meeting. New Private roads shall be approved by the designated Addressing Officer, Police Chief, and Fire Chief.
4. Whenever any residence or other structure is constructed that requires an assigned number, it shall be the duty of the new owner to procure an assigned number from the currently appointed Addressing Officer at the time of issuance of a building permit. All parcels improved with buildings shall bear a distinctive street number in accordance with and as designated upon the Assessing records on file with the Town of Mount Desert's Assessing Department. The designated Addressing Officer or his designee shall be responsible to maintain and keep current said records.
5. The number shall be displayed on the front of the building and/or on the side facing the street. The number shall be plainly visible from the street. Owners of buildings that are set back out of view from the road shall display numbers on a post/sign, tree, fence or similar feature to the left of the driveway entrance. Said post/sign shall not be considered a structure which must conform to Land Use Zoning Ordinance setbacks. The top of said post/sign shall be a minimum of four (4) feet in height from ground level at the road.
6. For multi-family houses or apartment buildings, the house number shall be displayed as outlined in section 5. Each individual apartment or living unit shall be clearly sub-lettered/numbered.

## Building and Street Numbering Ordinance

7. Numbers shall be no less than three (3) inches in height and shall contrast in color with the building or background to which they are attached. The number must be reflective. The bottom of a number or numbers shall be no less than three (3) feet in height from ground level at the road.
8. No person shall affix, or allow to be affixed, a different street number from the one designated on the Assessing records.
9. The provisions of this Ordinance shall be enforced by the Code Enforcement Officer of the Town of Mount Desert. Upon finding a violation of this Ordinance, the Code Enforcement Officer shall give written notice to any or all of the owners, or persons in charge of the residence, business or other building, stating the action necessary to achieve compliance and a compliance date by which such action must be taken. Any person who, after being notified by a Town of Mount Desert Official, fails to comply with any provision of this Ordinance within the time limit of thirty (30) days specified in such Notice, shall reimburse the Town its reasonable costs of installing or causing to be installed a conforming number and number display. Any person or corporation who violates, disobeys, refuses to comply with, or resist the enforcement of any provision of this ordinance shall upon conviction, be fined not less than One Hundred Dollars (\$100), not more than Two Thousand Five Hundred Dollars (\$2,500) for each offense. Each violation shall be deemed a separate offense. In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S.A. §4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.
10. This ordinance, as amended, is adopted pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S.A. § 3001, *et seq.*)
11. Any persons aggrieved by the administration or enforcement of this Ordinance may appeal that action to the Town of Mount Desert Board of Appeals at any time within thirty (30) days of notification, by informing the Town Clerk, in writing, of said appeal. No appeal shall be considered to be a “de novo” action.
12. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.
13. The effective date of this Ordinance is: May 5, 2009.
14. This Ordinance shall expire and be of no force or effect on May 7, 2024.



## Town of Mount Desert

Jake Wright, Finance Director  
 21 Sea Street, P.O. Box 248  
 Northeast Harbor, ME 04662-0248

Telephone 207-276-5531 Fax 207-276-3232

Web Address [www.mtdesert.org](http://www.mtdesert.org)  
[financedirector@mtdesert.org](mailto:financedirector@mtdesert.org)

Selectboard,

### History

At the May 3, 2022 Town Meeting, Articles 19 and 20 both passed, which authorized the issuance of a general obligation bond or note in a principal amount not to exceed \$5,582,427 to finance costs associated with the improvements to the Northeast Harbor Fire Station as described in article 20 (project #3000056) and to build a secure fiber network (project #3000057) as described in article 19.

On May 10<sup>th</sup>, 2022, requests for proposals were sent out by Bond Counsel to surrounding institutions to be submitted by May 13<sup>th</sup>. The following bids were received:

Bank	2-Year term BAN	20-Year Term Bond
Bar Harbor Bank & Trust	3.65%	4.34%
First National Bank	3.46%	4.46%
Machias Savings Bank	1.99%	4.65%

The statutory public notice of this action ran on May 19<sup>th</sup>, 2022.

### Analysis:

Since finalizing the Town Meeting warrant articles, the financial landscape has changed dramatically, and future outlook has grown more uncertain. That being said, I believe that the two options below are both prudent ways to finance the projects referenced above.

- 1) 2 Year Bond Anticipation Note with Machias Savings Bank to be refinanced through an 18-year term bond with the Maine Municipal Bond Bank (MMBB) (or other financial institution, as advantageous)
- 2) 20-year bond with Bar Harbor Bank & Trust to be refunded (refinanced) after finalizing project costs if rates are advantageous at such time

## **Option 1 / Detailed analysis**

This option is preferable if interest rates decline, stay the same, or increase marginally. If you hold a largely optimistic outlook for future interest rates, this option represents taking advantage of short-term financing at a superior interest rate to be refinanced under preferable terms currently unavailable due to project timing and variable final cost(s).

**Initial 2-Year Term analysis:** In the first two years, MSB's BAN interest would amount to approximately \$226,655. In those first two years of the 20-Year bond proposal from BHBT, interest would amount to approximately \$494,603. As such, initial savings of \$267,948 in interest cost results from accepting the BAN proposal from MSB over the 20-year term bond from BHBT.

**Subsequent 18-Year Term analysis:** On May 23<sup>rd</sup>, I received an estimate through the Maine Municipal Bond Bank (MMBB) for this issuance amount. The estimate returned a stated variable rate range of 1.53% to 3.076% based on a fall funding cycle assumption (MMBB only has two funding cycles: spring and fall). I recalculated the interest on an effective interest rate basis and returned a variable rate range 2.351% to 3.076%. The higher rate range was used for comparison and future forecasting. While not always the case, the estimate provided by MMBB shows steadily increasing term rates throughout the life of the loan. For purposes of this analysis, I assumed that any rate increase would be applied uniformly to all term rates throughout the life of the bond. This is a conservative assumption; as rates climb, yields further out tend to decrease. A good example of this principle is exemplified in our 2006 MMBB issuance that showed initial term rates of 5.35% and 3.7% declining to 4.9% and 2% at maturity. Discounting time value of money, option 1 to issue a BAN and refinance is preferable up to about a 2.423% increase in rates across all terms (point at which interest effect of both options is roughly equal). As mentioned, that 2.423% breakeven point discounts time value of money effect, which basically says that savings *now* are more valuable than savings *later*. The future value of the initial \$267,948 savings over 18 years, assuming a 3% discount rate, is \$456,163. Adjusted for future value, this represents the cumulative amount of interest effect resulting from rate increases needed to make locking in the 20-year bond at 4.34% advantageous. Taking into account time value of money, option 1 to issue a BAN and refinance is preferable up to about a 3.283% increase in rates across all terms (point at which 20-year bond term interest is roughly \$456,163 less than BAN plus refinance interest).

In summary, option 1 to issue a 2-year BAN with MSB and refinance at maturity for an 18-year bond term is preferable assuming rate increases over the life of the BAN of no more than 2.423% (cash basis) or 3.283% (future value adjusted).

## **Option 2**

This option is preferable in the event that interest rates continue to increase substantially over the life of the projects. If you hold a pessimistic outlook for future interest rates, this option represents locking in an interest rate that is preferable to future expectations.

With option 2, the option 1 initial savings of \$267,948 referenced in the preceding analysis would represent the price to play it safe. If interest rates increase by over 2.423% (cash basis) or 3.283% (future value adjusted) over the life of the projects, locking in 4.34% would be advantageous. If, upon completion of the projects, refinancing rates are materially preferable to the 4.34% that was initially

locked in, the callable component of the bond would allow the Town to refinance and experience some of the interest savings attributable to option 1 under a preferable interest environment.

In summary, option 2 hedges against the risk of substantial increases in rates over the life of the projects while still providing flexibility to refinance at a future date, if advantageous to do so.

**Recommendation:**

I recommend that the Bond award be made to Bar Harbor Bank & Trust Company in the principal amount of \$5,582,427 at 4.34% (paid and based upon an actual/365-day basis) with no prepayment penalty for a term of twenty years. Installments would begin July 1, 2023. Subsequent to acceptance by the Board, the bond is set to close on or about June 6.

Respectfully submitted,

**Jake Wright**

Finance Director



Scenario for discussion purposes only, not a commitment to lend. This scenario amortizes the 20-year scenario as detailed in a loan proposal dated 5/11/22 from Bar Harbor Bank & Trust to Mr. Jake Wright, Finance Director of Town of Mount Desert Maine. Assumes full disbursement of \$5,582,427 on 6/6/22

Calc date 5/24/2022  
 Proposed Loan Amount 5,582,427.00  
 New Payment 424,547.97  
 New Initial Interest Rate 4.34%  
 Months paid 20 Annual Payments of P & I beginning July 1, 2023 and continuing on the 1st of each following July  
 Number of pmnts per year 1.00  
 Schedule Start Date 6/6/2022  
 Calculate accrued interest as of start date 0.00

Date	Beginning Of Period UPB	Rate	Per Diem	Accrued interest	Reg Payment (initial)	Reg Pmt Interest split	Ending accrued interest	Reg Pmt Principal split	Additional Principal Pmt	Ending UBP
6/6/2022	5,582,427.00		4.34%	663.77351	0.00		0.00	0.00		5,582,427.00
7/1/2022	5,582,427.00		4.34%	663.77351	16,594.34		16,594.34	0.00		5,582,427.00
8/1/2022	5,582,427.00		4.34%	663.77351	37,171.32		37,171.32	0.00		5,582,427.00
9/1/2022	5,582,427.00		4.34%	663.77351	57,748.30		57,748.30	0.00		5,582,427.00
10/1/2022	5,582,427.00		4.34%	663.77351	77,661.50		77,661.50	0.00		5,582,427.00
11/1/2022	5,582,427.00		4.34%	663.77351	98,238.48		98,238.48	0.00		5,582,427.00
12/1/2022	5,582,427.00		4.34%	663.77351	118,151.69		118,151.69	0.00		5,582,427.00
1/1/2023	5,582,427.00		4.34%	663.77351	138,728.66		138,728.66	0.00		5,582,427.00
2/1/2023	5,582,427.00		4.34%	663.77351	159,305.64		159,305.64	0.00		5,582,427.00
3/1/2023	5,582,427.00		4.34%	663.77351	177,891.30		177,891.30	0.00		5,582,427.00
4/1/2023	5,582,427.00		4.34%	663.77351	198,468.28		198,468.28	0.00		5,582,427.00
5/1/2023	5,582,427.00		4.34%	663.77351	218,381.49		218,381.49	0.00		5,582,427.00
6/1/2023	5,582,427.00		4.34%	663.77351	238,958.46		238,958.46	0.00		5,582,427.00
7/1/2023	5,582,427.00		4.34%	663.77351	258,871.67	424,547.97	258,871.67	0.00	165,676.30	5,416,750.70
8/1/2023	5,416,750.70		4.34%	644.07392	19,966.29		19,966.29	0.00		5,416,750.70
9/1/2023	5,416,750.70		4.34%	644.07392	39,932.58		39,932.58	0.00		5,416,750.70
10/1/2023	5,416,750.70		4.34%	644.07392	59,254.80		59,254.80	0.00		5,416,750.70
11/1/2023	5,416,750.70		4.34%	644.07392	79,221.09		79,221.09	0.00		5,416,750.70
12/1/2023	5,416,750.70		4.34%	644.07392	98,543.31		98,543.31	0.00		5,416,750.70
1/1/2024	5,416,750.70		4.34%	644.07392	118,509.60		118,509.60	0.00		5,416,750.70
2/1/2024	5,416,750.70		4.34%	644.07392	138,475.89		138,475.89	0.00		5,416,750.70
3/1/2024	5,416,750.70		4.34%	644.07392	157,154.04		157,154.04	0.00		5,416,750.70
4/1/2024	5,416,750.70		4.34%	644.07392	177,120.33		177,120.33	0.00		5,416,750.70
5/1/2024	5,416,750.70		4.34%	644.07392	196,442.55		196,442.55	0.00		5,416,750.70
6/1/2024	5,416,750.70		4.34%	644.07392	216,408.84		216,408.84	0.00		5,416,750.70
7/1/2024	5,416,750.70		4.34%	644.07392	235,731.05	424,547.97	235,731.05	0.00	188,816.92	5,227,933.78
8/1/2024	5,227,933.78		4.34%	621.62281	19,270.31		19,270.31	0.00		5,227,933.78
9/1/2024	5,227,933.78		4.34%	621.62281	38,540.61		38,540.61	0.00		5,227,933.78
10/1/2024	5,227,933.78		4.34%	621.62281	57,189.30		57,189.30	0.00		5,227,933.78
11/1/2024	5,227,933.78		4.34%	621.62281	76,459.61		76,459.61	0.00		5,227,933.78
12/1/2024	5,227,933.78		4.34%	621.62281	95,108.29		95,108.29	0.00		5,227,933.78
1/1/2025	5,227,933.78		4.34%	621.62281	114,378.60		114,378.60	0.00		5,227,933.78
2/1/2025	5,227,933.78		4.34%	621.62281	133,648.90		133,648.90	0.00		5,227,933.78
3/1/2025	5,227,933.78		4.34%	621.62281	151,054.34		151,054.34	0.00		5,227,933.78
4/1/2025	5,227,933.78		4.34%	621.62281	170,324.65		170,324.65	0.00		5,227,933.78
5/1/2025	5,227,933.78		4.34%	621.62281	188,973.33		188,973.33	0.00		5,227,933.78
6/1/2025	5,227,933.78		4.34%	621.62281	208,243.64		208,243.64	0.00		5,227,933.78
7/1/2025	5,227,933.78		4.34%	621.62281	226,892.33	424,547.97	226,892.33	0.00	197,655.64	5,030,278.14
8/1/2025	5,030,278.14		4.34%	598.12074	18,541.74		18,541.74	0.00		5,030,278.14
9/1/2025	5,030,278.14		4.34%	598.12074	37,083.49		37,083.49	0.00		5,030,278.14
10/1/2025	5,030,278.14		4.34%	598.12074	55,027.11		55,027.11	0.00		5,030,278.14
11/1/2025	5,030,278.14		4.34%	598.12074	73,568.85		73,568.85	0.00		5,030,278.14
12/1/2025	5,030,278.14		4.34%	598.12074	91,512.47		91,512.47	0.00		5,030,278.14
1/1/2026	5,030,278.14		4.34%	598.12074	110,054.22		110,054.22	0.00		5,030,278.14
2/1/2026	5,030,278.14		4.34%	598.12074	128,595.96		128,595.96	0.00		5,030,278.14
3/1/2026	5,030,278.14		4.34%	598.12074	145,343.34		145,343.34	0.00		5,030,278.14
4/1/2026	5,030,278.14		4.34%	598.12074	163,885.08		163,885.08	0.00		5,030,278.14
5/1/2026	5,030,278.14		4.34%	598.12074	181,828.71		181,828.71	0.00		5,030,278.14
6/1/2026	5,030,278.14		4.34%	598.12074	200,370.45		200,370.45	0.00		5,030,278.14
7/1/2026	5,030,278.14		4.34%	598.12074	218,314.07	424,547.97	218,314.07	0.00	206,233.90	4,824,044.24
8/1/2026	4,824,044.24		4.34%	573.59869	17,781.56		17,781.56	0.00		4,824,044.24
9/1/2026	4,824,044.24		4.34%	573.59869	35,563.12		35,563.12	0.00		4,824,044.24
10/1/2026	4,824,044.24		4.34%	573.59869	52,771.08		52,771.08	0.00		4,824,044.24
11/1/2026	4,824,044.24		4.34%	573.59869	70,552.64		70,552.64	0.00		4,824,044.24
12/1/2026	4,824,044.24		4.34%	573.59869	87,760.60		87,760.60	0.00		4,824,044.24
1/1/2027	4,824,044.24		4.34%	573.59869	105,542.16		105,542.16	0.00		4,824,044.24
2/1/2027	4,824,044.24		4.34%	573.59869	123,323.72		123,323.72	0.00		4,824,044.24
3/1/2027	4,824,044.24		4.34%	573.59869	139,384.48		139,384.48	0.00		4,824,044.24
4/1/2027	4,824,044.24		4.34%	573.59869	157,166.04		157,166.04	0.00		4,824,044.24

5/1/2027	4,824,044.24	4.34%	573.59869	174,374.00	0.00	174,374.00	0.00		4,824,044.24
6/1/2027	4,824,044.24	4.34%	573.59869	192,155.56	0.00	192,155.56	0.00		4,824,044.24
<b>7/1/2027</b>	<b>4,824,044.24</b>	<b>4.34%</b>	<b>573.59869</b>	<b>209,363.52</b>	<b>424,547.97</b>	<b>209,363.52</b>	<b>0.00</b>	<b>215,184.45</b>	<b>4,608,859.79</b>
8/1/2027	4,608,859.79	4.34%	548.01237	16,988.38	0.00	16,988.38	0.00		4,608,859.79
9/1/2027	4,608,859.79	4.34%	548.01237	33,976.77	0.00	33,976.77	0.00		4,608,859.79
10/1/2027	4,608,859.79	4.34%	548.01237	50,417.14	0.00	50,417.14	0.00		4,608,859.79
11/1/2027	4,608,859.79	4.34%	548.01237	67,405.52	0.00	67,405.52	0.00		4,608,859.79
12/1/2027	4,608,859.79	4.34%	548.01237	83,845.89	0.00	83,845.89	0.00		4,608,859.79
1/1/2028	4,608,859.79	4.34%	548.01237	100,834.28	0.00	100,834.28	0.00		4,608,859.79
2/1/2028	4,608,859.79	4.34%	548.01237	117,822.66	0.00	117,822.66	0.00		4,608,859.79
3/1/2028	4,608,859.79	4.34%	548.01237	133,715.02	0.00	133,715.02	0.00		4,608,859.79
4/1/2028	4,608,859.79	4.34%	548.01237	150,703.40	0.00	150,703.40	0.00		4,608,859.79
5/1/2028	4,608,859.79	4.34%	548.01237	167,143.77	0.00	167,143.77	0.00		4,608,859.79
6/1/2028	4,608,859.79	4.34%	548.01237	184,132.16	0.00	184,132.16	0.00		4,608,859.79
<b>7/1/2028</b>	<b>4,608,859.79</b>	<b>4.34%</b>	<b>548.01237</b>	<b>200,572.53</b>	<b>424,547.97</b>	<b>200,572.53</b>	<b>0.00</b>	<b>223,975.44</b>	<b>4,384,884.35</b>
8/1/2028	4,384,884.35	4.34%	521.38077	16,162.80	0.00	16,162.80	0.00		4,384,884.35
9/1/2028	4,384,884.35	4.34%	521.38077	32,325.61	0.00	32,325.61	0.00		4,384,884.35
10/1/2028	4,384,884.35	4.34%	521.38077	47,967.03	0.00	47,967.03	0.00		4,384,884.35
11/1/2028	4,384,884.35	4.34%	521.38077	64,129.83	0.00	64,129.83	0.00		4,384,884.35
12/1/2028	4,384,884.35	4.34%	521.38077	79,771.26	0.00	79,771.26	0.00		4,384,884.35
1/1/2029	4,384,884.35	4.34%	521.38077	95,934.06	0.00	95,934.06	0.00		4,384,884.35
2/1/2029	4,384,884.35	4.34%	521.38077	112,096.87	0.00	112,096.87	0.00		4,384,884.35
3/1/2029	4,384,884.35	4.34%	521.38077	126,695.53	0.00	126,695.53	0.00		4,384,884.35
4/1/2029	4,384,884.35	4.34%	521.38077	142,858.33	0.00	142,858.33	0.00		4,384,884.35
5/1/2029	4,384,884.35	4.34%	521.38077	158,499.75	0.00	158,499.75	0.00		4,384,884.35
6/1/2029	4,384,884.35	4.34%	521.38077	174,662.56	0.00	174,662.56	0.00		4,384,884.35
<b>7/1/2029</b>	<b>4,384,884.35</b>	<b>4.34%</b>	<b>521.38077</b>	<b>190,303.98</b>	<b>424,547.97</b>	<b>190,303.98</b>	<b>0.00</b>	<b>234,243.99</b>	<b>4,150,640.36</b>
8/1/2029	4,150,640.36	4.34%	493.52820	15,299.37	0.00	15,299.37	0.00		4,150,640.36
9/1/2029	4,150,640.36	4.34%	493.52820	30,598.75	0.00	30,598.75	0.00		4,150,640.36
10/1/2029	4,150,640.36	4.34%	493.52820	45,404.59	0.00	45,404.59	0.00		4,150,640.36
11/1/2029	4,150,640.36	4.34%	493.52820	60,703.97	0.00	60,703.97	0.00		4,150,640.36
12/1/2029	4,150,640.36	4.34%	493.52820	75,509.81	0.00	75,509.81	0.00		4,150,640.36
1/1/2030	4,150,640.36	4.34%	493.52820	90,809.19	0.00	90,809.19	0.00		4,150,640.36
2/1/2030	4,150,640.36	4.34%	493.52820	106,108.56	0.00	106,108.56	0.00		4,150,640.36
3/1/2030	4,150,640.36	4.34%	493.52820	119,927.35	0.00	119,927.35	0.00		4,150,640.36
4/1/2030	4,150,640.36	4.34%	493.52820	135,226.73	0.00	135,226.73	0.00		4,150,640.36
5/1/2030	4,150,640.36	4.34%	493.52820	150,032.57	0.00	150,032.57	0.00		4,150,640.36
6/1/2030	4,150,640.36	4.34%	493.52820	165,331.95	0.00	165,331.95	0.00		4,150,640.36
<b>7/1/2030</b>	<b>4,150,640.36</b>	<b>4.34%</b>	<b>493.52820</b>	<b>180,137.79</b>	<b>424,547.97</b>	<b>180,137.79</b>	<b>0.00</b>	<b>244,410.18</b>	<b>3,906,230.18</b>
8/1/2030	3,906,230.18	4.34%	464.46682	14,398.47	0.00	14,398.47	0.00		3,906,230.18
9/1/2030	3,906,230.18	4.34%	464.46682	28,796.94	0.00	28,796.94	0.00		3,906,230.18
10/1/2030	3,906,230.18	4.34%	464.46682	42,730.95	0.00	42,730.95	0.00		3,906,230.18
11/1/2030	3,906,230.18	4.34%	464.46682	57,129.42	0.00	57,129.42	0.00		3,906,230.18
12/1/2030	3,906,230.18	4.34%	464.46682	71,063.42	0.00	71,063.42	0.00		3,906,230.18
1/1/2031	3,906,230.18	4.34%	464.46682	85,461.90	0.00	85,461.90	0.00		3,906,230.18
2/1/2031	3,906,230.18	4.34%	464.46682	99,860.37	0.00	99,860.37	0.00		3,906,230.18
3/1/2031	3,906,230.18	4.34%	464.46682	112,865.44	0.00	112,865.44	0.00		3,906,230.18
4/1/2031	3,906,230.18	4.34%	464.46682	127,263.91	0.00	127,263.91	0.00		3,906,230.18
5/1/2031	3,906,230.18	4.34%	464.46682	141,197.91	0.00	141,197.91	0.00		3,906,230.18
6/1/2031	3,906,230.18	4.34%	464.46682	155,596.39	0.00	155,596.39	0.00		3,906,230.18
<b>7/1/2031</b>	<b>3,906,230.18</b>	<b>4.34%</b>	<b>464.46682</b>	<b>169,530.39</b>	<b>424,547.97</b>	<b>169,530.39</b>	<b>0.00</b>	<b>255,017.58</b>	<b>3,651,212.60</b>
8/1/2031	3,651,212.60	4.34%	434.14418	13,458.47	0.00	13,458.47	0.00		3,651,212.60
9/1/2031	3,651,212.60	4.34%	434.14418	26,916.94	0.00	26,916.94	0.00		3,651,212.60
10/1/2031	3,651,212.60	4.34%	434.14418	39,941.26	0.00	39,941.26	0.00		3,651,212.60
11/1/2031	3,651,212.60	4.34%	434.14418	53,399.73	0.00	53,399.73	0.00		3,651,212.60
12/1/2031	3,651,212.60	4.34%	434.14418	66,424.06	0.00	66,424.06	0.00		3,651,212.60
1/1/2032	3,651,212.60	4.34%	434.14418	79,882.53	0.00	79,882.53	0.00		3,651,212.60
2/1/2032	3,651,212.60	4.34%	434.14418	93,341.00	0.00	93,341.00	0.00		3,651,212.60
3/1/2032	3,651,212.60	4.34%	434.14418	105,931.18	0.00	105,931.18	0.00		3,651,212.60
4/1/2032	3,651,212.60	4.34%	434.14418	119,389.65	0.00	119,389.65	0.00		3,651,212.60
5/1/2032	3,651,212.60	4.34%	434.14418	132,413.98	0.00	132,413.98	0.00		3,651,212.60
6/1/2032	3,651,212.60	4.34%	434.14418	145,872.45	0.00	145,872.45	0.00		3,651,212.60
<b>7/1/2032</b>	<b>3,651,212.60</b>	<b>4.34%</b>	<b>434.14418</b>	<b>158,896.77</b>	<b>424,547.97</b>	<b>158,896.77</b>	<b>0.00</b>	<b>265,651.20</b>	<b>3,385,561.40</b>
8/1/2032	3,385,561.40	4.34%	402.55716	12,479.27	0.00	12,479.27	0.00		3,385,561.40
9/1/2032	3,385,561.40	4.34%	402.55716	24,958.54	0.00	24,958.54	0.00		3,385,561.40
10/1/2032	3,385,561.40	4.34%	402.55716	37,035.26	0.00	37,035.26	0.00		3,385,561.40
11/1/2032	3,385,561.40	4.34%	402.55716	49,514.53	0.00	49,514.53	0.00		3,385,561.40
12/1/2032	3,385,561.40	4.34%	402.55716	61,591.25	0.00	61,591.25	0.00		3,385,561.40
1/1/2033	3,385,561.40	4.34%	402.55716	74,070.52	0.00	74,070.52	0.00		3,385,561.40
2/1/2033	3,385,561.40	4.34%	402.55716	86,549.79	0.00	86,549.79	0.00		3,385,561.40
3/1/2033	3,385,561.40	4.34%	402.55716	97,821.39	0.00	97,821.39	0.00		3,385,561.40
4/1/2033	3,385,561.40	4.34%	402.55716	110,300.66	0.00	110,300.66	0.00		3,385,561.40

5/1/2033	3,385,561.40	4.34%	402.55716	122,377.38	0.00	122,377.38	0.00		3,385,561.40
6/1/2033	3,385,561.40	4.34%	402.55716	134,856.65	0.00	134,856.65	0.00		3,385,561.40
7/1/2033	3,385,561.40	4.34%	402.55716	146,933.36	424,547.97	146,933.36	0.00	277,614.61	3,107,946.80
8/1/2033	3,107,946.80	4.34%	369.54765	11,455.98	0.00	11,455.98	0.00		3,107,946.80
9/1/2033	3,107,946.80	4.34%	369.54765	22,911.95	0.00	22,911.95	0.00		3,107,946.80
10/1/2033	3,107,946.80	4.34%	369.54765	33,998.38	0.00	33,998.38	0.00		3,107,946.80
11/1/2033	3,107,946.80	4.34%	369.54765	45,454.36	0.00	45,454.36	0.00		3,107,946.80
12/1/2033	3,107,946.80	4.34%	369.54765	56,540.79	0.00	56,540.79	0.00		3,107,946.80
1/1/2034	3,107,946.80	4.34%	369.54765	67,996.77	0.00	67,996.77	0.00		3,107,946.80
2/1/2034	3,107,946.80	4.34%	369.54765	79,452.74	0.00	79,452.74	0.00		3,107,946.80
3/1/2034	3,107,946.80	4.34%	369.54765	89,800.08	0.00	89,800.08	0.00		3,107,946.80
4/1/2034	3,107,946.80	4.34%	369.54765	101,256.06	0.00	101,256.06	0.00		3,107,946.80
5/1/2034	3,107,946.80	4.34%	369.54765	112,342.48	0.00	112,342.48	0.00		3,107,946.80
6/1/2034	3,107,946.80	4.34%	369.54765	123,798.46	0.00	123,798.46	0.00		3,107,946.80
7/1/2034	3,107,946.80	4.34%	369.54765	134,884.89	424,547.97	134,884.89	0.00	289,663.08	2,818,283.72
8/1/2034	2,818,283.72	4.34%	335.10552	10,388.27	0.00	10,388.27	0.00		2,818,283.72
9/1/2034	2,818,283.72	4.34%	335.10552	20,776.54	0.00	20,776.54	0.00		2,818,283.72
10/1/2034	2,818,283.72	4.34%	335.10552	30,829.71	0.00	30,829.71	0.00		2,818,283.72
11/1/2034	2,818,283.72	4.34%	335.10552	41,217.98	0.00	41,217.98	0.00		2,818,283.72
12/1/2034	2,818,283.72	4.34%	335.10552	51,271.14	0.00	51,271.14	0.00		2,818,283.72
1/1/2035	2,818,283.72	4.34%	335.10552	61,659.41	0.00	61,659.41	0.00		2,818,283.72
2/1/2035	2,818,283.72	4.34%	335.10552	72,047.69	0.00	72,047.69	0.00		2,818,283.72
3/1/2035	2,818,283.72	4.34%	335.10552	81,430.64	0.00	81,430.64	0.00		2,818,283.72
4/1/2035	2,818,283.72	4.34%	335.10552	91,818.91	0.00	91,818.91	0.00		2,818,283.72
5/1/2035	2,818,283.72	4.34%	335.10552	101,872.08	0.00	101,872.08	0.00		2,818,283.72
6/1/2035	2,818,283.72	4.34%	335.10552	112,260.35	0.00	112,260.35	0.00		2,818,283.72
7/1/2035	2,818,283.72	4.34%	335.10552	122,313.51	424,547.97	122,313.51	0.00	302,234.46	2,516,049.26
8/1/2035	2,516,049.26	4.34%	299.16860	9,274.23	0.00	9,274.23	0.00		2,516,049.26
9/1/2035	2,516,049.26	4.34%	299.16860	18,548.45	0.00	18,548.45	0.00		2,516,049.26
10/1/2035	2,516,049.26	4.34%	299.16860	27,523.51	0.00	27,523.51	0.00		2,516,049.26
11/1/2035	2,516,049.26	4.34%	299.16860	36,797.74	0.00	36,797.74	0.00		2,516,049.26
12/1/2035	2,516,049.26	4.34%	299.16860	45,772.80	0.00	45,772.80	0.00		2,516,049.26
1/1/2036	2,516,049.26	4.34%	299.16860	55,047.02	0.00	55,047.02	0.00		2,516,049.26
2/1/2036	2,516,049.26	4.34%	299.16860	64,321.25	0.00	64,321.25	0.00		2,516,049.26
3/1/2036	2,516,049.26	4.34%	299.16860	72,997.14	0.00	72,997.14	0.00		2,516,049.26
4/1/2036	2,516,049.26	4.34%	299.16860	82,271.36	0.00	82,271.36	0.00		2,516,049.26
5/1/2036	2,516,049.26	4.34%	299.16860	91,246.42	0.00	91,246.42	0.00		2,516,049.26
6/1/2036	2,516,049.26	4.34%	299.16860	100,520.65	0.00	100,520.65	0.00		2,516,049.26
7/1/2036	2,516,049.26	4.34%	299.16860	109,495.71	424,547.97	109,495.71	0.00	315,052.26	2,200,997.00
8/1/2036	2,200,997.00	4.34%	261.70759	8,112.94	0.00	8,112.94	0.00		2,200,997.00
9/1/2036	2,200,997.00	4.34%	261.70759	16,225.87	0.00	16,225.87	0.00		2,200,997.00
10/1/2036	2,200,997.00	4.34%	261.70759	24,077.10	0.00	24,077.10	0.00		2,200,997.00
11/1/2036	2,200,997.00	4.34%	261.70759	32,190.03	0.00	32,190.03	0.00		2,200,997.00
12/1/2036	2,200,997.00	4.34%	261.70759	40,041.26	0.00	40,041.26	0.00		2,200,997.00
1/1/2037	2,200,997.00	4.34%	261.70759	48,154.20	0.00	48,154.20	0.00		2,200,997.00
2/1/2037	2,200,997.00	4.34%	261.70759	56,267.13	0.00	56,267.13	0.00		2,200,997.00
3/1/2037	2,200,997.00	4.34%	261.70759	63,594.94	0.00	63,594.94	0.00		2,200,997.00
4/1/2037	2,200,997.00	4.34%	261.70759	71,707.88	0.00	71,707.88	0.00		2,200,997.00
5/1/2037	2,200,997.00	4.34%	261.70759	79,559.11	0.00	79,559.11	0.00		2,200,997.00
6/1/2037	2,200,997.00	4.34%	261.70759	87,672.04	0.00	87,672.04	0.00		2,200,997.00
7/1/2037	2,200,997.00	4.34%	261.70759	95,523.27	424,547.97	95,523.27	0.00	329,024.70	1,871,972.30
8/1/2037	1,871,972.30	4.34%	222.58520	6,900.14	0.00	6,900.14	0.00		1,871,972.30
9/1/2037	1,871,972.30	4.34%	222.58520	13,800.28	0.00	13,800.28	0.00		1,871,972.30
10/1/2037	1,871,972.30	4.34%	222.58520	20,477.84	0.00	20,477.84	0.00		1,871,972.30
11/1/2037	1,871,972.30	4.34%	222.58520	27,377.98	0.00	27,377.98	0.00		1,871,972.30
12/1/2037	1,871,972.30	4.34%	222.58520	34,055.54	0.00	34,055.54	0.00		1,871,972.30
1/1/2038	1,871,972.30	4.34%	222.58520	40,955.68	0.00	40,955.68	0.00		1,871,972.30
2/1/2038	1,871,972.30	4.34%	222.58520	47,855.82	0.00	47,855.82	0.00		1,871,972.30
3/1/2038	1,871,972.30	4.34%	222.58520	54,088.20	0.00	54,088.20	0.00		1,871,972.30
4/1/2038	1,871,972.30	4.34%	222.58520	60,988.34	0.00	60,988.34	0.00		1,871,972.30
5/1/2038	1,871,972.30	4.34%	222.58520	67,665.90	0.00	67,665.90	0.00		1,871,972.30
6/1/2038	1,871,972.30	4.34%	222.58520	74,566.04	0.00	74,566.04	0.00		1,871,972.30
7/1/2038	1,871,972.30	4.34%	222.58520	81,243.60	424,547.97	81,243.60	0.00	343,304.37	1,528,667.93
8/1/2038	1,528,667.93	4.34%	181.76490	5,634.71	0.00	5,634.71	0.00		1,528,667.93
9/1/2038	1,528,667.93	4.34%	181.76490	11,269.42	0.00	11,269.42	0.00		1,528,667.93
10/1/2038	1,528,667.93	4.34%	181.76490	16,722.37	0.00	16,722.37	0.00		1,528,667.93
11/1/2038	1,528,667.93	4.34%	181.76490	22,357.08	0.00	22,357.08	0.00		1,528,667.93
12/1/2038	1,528,667.93	4.34%	181.76490	27,810.03	0.00	27,810.03	0.00		1,528,667.93
1/1/2039	1,528,667.93	4.34%	181.76490	33,444.74	0.00	33,444.74	0.00		1,528,667.93
2/1/2039	1,528,667.93	4.34%	181.76490	39,079.45	0.00	39,079.45	0.00		1,528,667.93
3/1/2039	1,528,667.93	4.34%	181.76490	44,168.87	0.00	44,168.87	0.00		1,528,667.93
4/1/2039	1,528,667.93	4.34%	181.76490	49,803.58	0.00	49,803.58	0.00		1,528,667.93

5/1/2039	1,528,667.93	4.34%	181.76490	55,256.53	0.00	55,256.53	0.00		1,528,667.93
6/1/2039	1,528,667.93	4.34%	181.76490	60,891.24	0.00	60,891.24	0.00		1,528,667.93
<b>7/1/2039</b>	<b>1,528,667.93</b>	<b>4.34%</b>	<b>181.76490</b>	<b>66,344.19</b>	<b>424,547.97</b>	<b>66,344.19</b>	<b>0.00</b>	<b>358,203.78</b>	<b>1,170,464.14</b>
8/1/2039	1,170,464.14	4.34%	139.17300	4,314.36	0.00	4,314.36	0.00		1,170,464.14
9/1/2039	1,170,464.14	4.34%	139.17300	8,628.73	0.00	8,628.73	0.00		1,170,464.14
10/1/2039	1,170,464.14	4.34%	139.17300	12,803.92	0.00	12,803.92	0.00		1,170,464.14
11/1/2039	1,170,464.14	4.34%	139.17300	17,118.28	0.00	17,118.28	0.00		1,170,464.14
12/1/2039	1,170,464.14	4.34%	139.17300	21,293.47	0.00	21,293.47	0.00		1,170,464.14
1/1/2040	1,170,464.14	4.34%	139.17300	25,607.83	0.00	25,607.83	0.00		1,170,464.14
2/1/2040	1,170,464.14	4.34%	139.17300	29,922.19	0.00	29,922.19	0.00		1,170,464.14
3/1/2040	1,170,464.14	4.34%	139.17300	33,958.21	0.00	33,958.21	0.00		1,170,464.14
4/1/2040	1,170,464.14	4.34%	139.17300	38,272.57	0.00	38,272.57	0.00		1,170,464.14
5/1/2040	1,170,464.14	4.34%	139.17300	42,447.76	0.00	42,447.76	0.00		1,170,464.14
6/1/2040	1,170,464.14	4.34%	139.17300	46,762.13	0.00	46,762.13	0.00		1,170,464.14
<b>7/1/2040</b>	<b>1,170,464.14</b>	<b>4.34%</b>	<b>139.17300</b>	<b>50,937.32</b>	<b>424,547.97</b>	<b>50,937.32</b>	<b>0.00</b>	<b>373,610.65</b>	<b>796,853.49</b>
8/1/2040	796,853.49	4.34%	94.74915	2,937.22	0.00	2,937.22	0.00		796,853.49
9/1/2040	796,853.49	4.34%	94.74915	5,874.45	0.00	5,874.45	0.00		796,853.49
10/1/2040	796,853.49	4.34%	94.74915	8,716.92	0.00	8,716.92	0.00		796,853.49
11/1/2040	796,853.49	4.34%	94.74915	11,654.15	0.00	11,654.15	0.00		796,853.49
12/1/2040	796,853.49	4.34%	94.74915	14,496.62	0.00	14,496.62	0.00		796,853.49
1/1/2041	796,853.49	4.34%	94.74915	17,433.84	0.00	17,433.84	0.00		796,853.49
2/1/2041	796,853.49	4.34%	94.74915	20,371.07	0.00	20,371.07	0.00		796,853.49
3/1/2041	796,853.49	4.34%	94.74915	23,024.04	0.00	23,024.04	0.00		796,853.49
4/1/2041	796,853.49	4.34%	94.74915	25,961.27	0.00	25,961.27	0.00		796,853.49
5/1/2041	796,853.49	4.34%	94.74915	28,803.74	0.00	28,803.74	0.00		796,853.49
6/1/2041	796,853.49	4.34%	94.74915	31,740.97	0.00	31,740.97	0.00		796,853.49
<b>7/1/2041</b>	<b>796,853.49</b>	<b>4.34%</b>	<b>94.74915</b>	<b>34,583.44</b>	<b>424,547.97</b>	<b>34,583.44</b>	<b>0.00</b>	<b>389,964.53</b>	<b>406,888.96</b>
8/1/2041	406,888.96	4.34%	48.38077	1,499.80	0.00	1,499.80	0.00		406,888.96
9/1/2041	406,888.96	4.34%	48.38077	2,999.61	0.00	2,999.61	0.00		406,888.96
10/1/2041	406,888.96	4.34%	48.38077	4,451.03	0.00	4,451.03	0.00		406,888.96
11/1/2041	406,888.96	4.34%	48.38077	5,950.83	0.00	5,950.83	0.00		406,888.96
12/1/2041	406,888.96	4.34%	48.38077	7,402.26	0.00	7,402.26	0.00		406,888.96
1/1/2042	406,888.96	4.34%	48.38077	8,902.06	0.00	8,902.06	0.00		406,888.96
2/1/2042	406,888.96	4.34%	48.38077	10,401.87	0.00	10,401.87	0.00		406,888.96
3/1/2042	406,888.96	4.34%	48.38077	11,756.53	0.00	11,756.53	0.00		406,888.96
4/1/2042	406,888.96	4.34%	48.38077	13,256.33	0.00	13,256.33	0.00		406,888.96
5/1/2042	406,888.96	4.34%	48.38077	14,707.75	0.00	14,707.75	0.00		406,888.96
6/1/2042	406,888.96	4.34%	48.38077	16,207.56	0.00	16,207.56	0.00		406,888.96
<b>7/1/2042</b>	<b>406,888.96</b>	<b>4.34%</b>	<b>48.38077</b>	<b>17,658.98</b>	<b>424,547.97</b>	<b>17,658.98</b>	<b>0.00</b>	<b>406,888.99</b>	<b>-0.03</b>
8/1/2042	-0.03	4.34%	0.00000	0.00	0.00	0.00	0.00		-0.03
9/1/2042	-0.03	4.34%	0.00000	0.00	0.00	0.00	0.00		-0.03
10/1/2042	-0.03	4.34%	0.00000	0.00	0.00	0.00	0.00		-0.03
11/1/2042	-0.03	4.34%	0.00000	0.00	0.00	0.00	0.00		-0.03
12/1/2042	-0.03	4.34%	0.00000	0.00	0.00	0.00	0.00		-0.03
<b>Totals</b>					<b>8,490,959.40</b>	<b>2,908,532.37</b>		<b>5,582,427.03</b>	<b>0.00</b>

**\$494,602.72** 2 years interest  
**\$226,654.93** 2 year BAN interest  
**\$267,947.79** interest difference in first two years

## Loan Summary

Loan amount	\$5,582,427.00
Annual interest rate	1.99%
Loan period in years	2
Number of payments, at end of term	1
Start date of loan	6/6/2022

Scheduled Principal Payment	\$5,582,427.00
Scheduled number of payments	1 at term
Actual number of payments	1
Total early payments	\$0.00
Total interest	\$226,654.93

Payment Number	Beginning Balance	Total Payment	Principal	Interest	Ending Balance
1	\$5,582,427.00	\$5,809,081.93	\$5,582,427.00	\$226,654.93	\$0.00
		<u>\$5,809,081.93</u>	<u>\$5,582,427.00</u>	<u>\$226,654.93</u>	

## ESTIMATE OF DEBT SERVICE - 18 year term

PREPARED ON 05/25/2022

Prepared by MMBB

	DATE	PRINCIPAL	RATE	INTEREST	TOTAL	ANNUAL DEBT SERVICE
<b>TOTALS</b>		<b>5,582,427.00</b>		<b>1,396,812.61</b>	<b>6,979,239.61</b>	<b>6,979,239.61</b>
1	05/01/2025			65,619.26	65,619.26	65,619.26
2	11/01/2025	310,134.89	1.530%	65,985.85	376,120.74	
3	05/01/2026			63,613.32	63,613.32	439,734.06
4	11/01/2026	310,134.83	1.660%	63,613.32	373,748.15	
5	05/01/2027			61,039.20	61,039.20	434,787.35
6	11/01/2027	310,134.83	1.750%	61,039.20	371,174.03	
7	05/01/2028			58,325.52	58,325.52	429,499.55
8	11/01/2028	310,134.83	1.850%	58,325.52	368,460.35	
9	05/01/2029			55,456.77	55,456.77	423,917.12
10	11/01/2029	310,134.83	1.940%	55,456.77	365,591.60	
11	05/01/2030			52,448.46	52,448.46	418,040.06
12	11/01/2030	310,134.83	2.010%	52,448.46	362,583.29	
13	05/01/2031			49,331.60	49,331.60	411,914.89
14	11/01/2031	310,134.83	2.070%	49,331.60	359,466.43	
15	05/01/2032			46,121.70	46,121.70	405,588.13
16	11/01/2032	310,134.83	2.130%	46,121.70	356,256.53	
17	05/01/2033			42,818.76	42,818.76	399,075.29
18	11/01/2033	310,134.83	2.180%	42,818.76	352,953.59	
19	05/01/2034			39,438.29	39,438.29	392,391.88
20	11/01/2034	310,134.83	2.550%	39,438.29	349,573.12	
21	05/01/2035			35,484.07	35,484.07	385,057.19
22	11/01/2035	310,134.83	2.600%	35,484.07	345,618.90	
23	05/01/2036			31,452.32	31,452.32	377,071.22
24	11/01/2036	310,134.83	2.690%	31,452.32	341,587.15	
25	05/01/2037			27,281.01	27,281.01	368,868.16
26	11/01/2037	310,134.83	2.770%	27,281.01	337,415.84	
27	05/01/2038			22,985.64	22,985.64	360,401.48
28	11/01/2038	310,134.83	2.870%	22,985.64	333,120.47	
29	05/01/2039			18,535.21	18,535.21	351,655.68
30	11/01/2039	310,134.83	2.900%	18,535.21	328,670.04	
31	05/01/2040			14,038.25	14,038.25	342,708.29
32	11/01/2040	310,134.83	2.950%	14,038.25	324,173.08	
33	05/01/2041			9,463.76	9,463.76	333,636.84
34	11/01/2041	310,134.83	3.027%	9,463.76	319,598.59	
35	05/01/2042			4,769.87	4,769.87	324,368.46
36	11/01/2042	310,134.83	3.076%	4,769.87	314,904.70	314,904.70

	1,396,812.61	18 year Bond interest
	226,654.93	2 year BAN interest
BAN then refinance with MMBB	<u>1,623,467.54</u>	
20 year Bond option	2,908,532.37	20 year bond interest
Ban refinanced with MMBB preferable		

**ESTIMATE OF DEBT SERVICE - 18 year term**  
**Assume 2% increase for all years**

Projection

	DATE	PRINCIPAL	RATE increase	INTEREST	TOTAL	ANNUAL DEBT SERVICE
<b>TOTALS</b>		5,582,427.00	2.000%	2,457,840.33	8,040,267.33	8,040,267.33
1	05/01/2025			121,810.12	121,810.12	121,810.12
2	11/01/2025	310,134.83	4.364%	121,810.12	431,944.95	
3	05/01/2026			116,336.24	116,336.24	548,281.20
4	11/01/2026	310,134.83	4.413%	116,336.24	426,471.08	-
5	05/01/2027			110,660.77	110,660.77	537,131.85
6	11/01/2027	310,134.83	4.460%	110,660.77	420,795.61	-
7	05/01/2028			104,845.75	104,845.75	525,641.35
8	11/01/2028	310,134.83	4.508%	104,845.75	414,980.58	-
9	05/01/2029			98,875.65	98,875.65	513,856.23
10	11/01/2029	310,134.83	4.555%	98,875.65	409,010.48	-
11	05/01/2030			92,765.99	92,765.99	501,776.47
12	11/01/2030	310,134.83	4.602%	92,765.99	402,900.82	-
13	05/01/2031			86,547.78	86,547.78	489,448.60
14	11/01/2031	310,134.83	4.651%	86,547.78	396,682.61	-
15	05/01/2032			80,236.53	80,236.53	476,919.15
16	11/01/2032	310,134.83	4.704%	80,236.53	390,371.37	-
17	05/01/2033			73,832.24	73,832.24	464,203.61
18	11/01/2033	310,134.83	4.761%	73,832.24	383,967.08	-
19	05/01/2034			67,350.43	67,350.43	451,317.50
20	11/01/2034	310,134.83	4.826%	67,350.43	377,485.26	-
21	05/01/2035			60,294.86	60,294.86	437,780.12
22	11/01/2035	310,134.83	4.860%	60,294.86	370,429.69	-
23	05/01/2036			53,161.76	53,161.76	423,591.45
24	11/01/2036	310,134.83	4.898%	53,161.76	363,296.59	-
25	05/01/2037			45,889.10	45,889.10	409,185.69
26	11/01/2037	310,134.83	4.932%	45,889.10	356,023.93	-
27	05/01/2038			38,492.38	38,492.38	394,516.32
28	11/01/2038	310,134.83	4.965%	38,492.38	348,627.22	-
29	05/01/2039			30,940.60	30,940.60	379,567.82
30	11/01/2039	310,134.83	4.988%	30,940.60	341,075.44	-
31	05/01/2040			23,342.30	23,342.30	364,417.73
32	11/01/2040	310,134.83	5.018%	23,342.30	333,477.13	-
33	05/01/2041			15,666.46	15,666.46	349,143.59
34	11/01/2041	310,134.83	5.051%	15,666.46	325,801.29	-
35	05/01/2042			7,871.22	7,871.22	333,672.51
36	11/01/2042	310,134.83	5.076%	7,871.22	318,006.05	318,006.05

	2,457,840.33	18 year Bond interest
	226,654.93	2 year BAN interest
BAN then refinance with MMBB	<u>2,684,495.26</u>	
20 year Bond option	2,908,532.37	20 year bond interest
Ban refinanced with MMBB preferable		

**ESTIMATE OF DEBT SERVICE - 18 year term**  
**Assume 2.423% increase for all years - Cash Basis Breakeven**

Projection

	DATE	PRINCIPAL	RATE increase	INTEREST	TOTAL	ANNUAL DEBT SERVICE
<b>TOTALS</b>		5,582,427.00	2.423%	2,682,170.16	8,264,597.16	8,264,597.16
1	05/01/2025			133,616.95	133,616.95	133,616.95
2	11/01/2025	310,134.83	4.787%	133,616.95	443,751.79	
3	05/01/2026			127,487.14	127,487.14	571,238.93
4	11/01/2026	310,134.83	4.836%	127,487.14	437,621.97	-
5	05/01/2027			121,155.74	121,155.74	558,777.71
6	11/01/2027	310,134.83	4.883%	121,155.74	431,290.57	-
7	05/01/2028			114,684.77	114,684.77	545,975.34
8	11/01/2028	310,134.83	4.931%	114,684.77	424,819.61	-
9	05/01/2029			108,058.74	108,058.74	532,878.35
10	11/01/2029	310,134.83	4.978%	108,058.74	418,193.57	-
11	05/01/2030			101,293.15	101,293.15	519,486.72
12	11/01/2030	310,134.83	5.025%	101,293.15	411,427.98	-
13	05/01/2031			94,419.00	94,419.00	505,846.98
14	11/01/2031	310,134.83	5.074%	94,419.00	404,553.84	-
15	05/01/2032			87,451.82	87,451.82	492,005.65
16	11/01/2032	310,134.83	5.127%	87,451.82	397,586.65	-
17	05/01/2033			80,391.60	80,391.60	477,978.25
18	11/01/2033	310,134.83	5.184%	80,391.60	390,526.43	-
19	05/01/2034			73,253.84	73,253.84	463,780.27
20	11/01/2034	310,134.83	5.249%	73,253.84	383,388.67	-
21	05/01/2035			65,542.34	65,542.34	448,931.01
22	11/01/2035	310,134.83	5.283%	65,542.34	375,677.17	-
23	05/01/2036			57,753.30	57,753.30	433,430.48
24	11/01/2036	310,134.83	5.321%	57,753.30	367,888.14	-
25	05/01/2037			49,824.71	49,824.71	417,712.85
26	11/01/2037	310,134.83	5.355%	49,824.71	359,959.54	-
27	05/01/2038			41,772.06	41,772.06	401,731.60
28	11/01/2038	310,134.83	5.388%	41,772.06	351,906.89	-
29	05/01/2039			33,564.34	33,564.34	385,471.23
30	11/01/2039	310,134.83	5.411%	33,564.34	343,699.18	-
31	05/01/2040			25,310.10	25,310.10	369,009.28
32	11/01/2040	310,134.83	5.441%	25,310.10	335,444.93	-
33	05/01/2041			16,978.33	16,978.33	352,423.26
34	11/01/2041	310,134.83	5.474%	16,978.33	327,113.16	-
35	05/01/2042			8,527.15	8,527.15	335,640.31
36	11/01/2042	310,134.83	5.499%	8,527.15	318,661.99	318,661.99

	2,682,170.16	18 year Bond interest
	226,654.93	2 year BAN interest
BAN then refinance with MMBB	<u>2,908,825.09</u>	

20 year Bond option      2,908,532.37      20 year bond interest

20 year bond preferable

292.72      difference in interest (breakeven point)

**\$456,163.18**      FV of initial 2-Year term savings



**ESTIMATE OF DEBT SERVICE - 18 year term**  
**Assume 3.283% increase for all years - Future Value Basis Breakeven**

Projection

	DATE	PRINCIPAL	RATE increase	INTEREST	TOTAL	ANNUAL DEBT SERVICE
<b>TOTALS</b>		5,582,427.00	3.283%	3,138,254.44	8,720,681.44	8,720,681.44
1	05/01/2025			157,621.39	157,621.39	157,621.39
2	11/01/2025	310,134.83	5.647%	157,621.39	467,756.22	
3	05/01/2026			150,158.00	150,158.00	617,914.22
4	11/01/2026	310,134.83	5.696%	150,158.00	460,292.83	-
5	05/01/2027			142,493.01	142,493.01	602,785.84
6	11/01/2027	310,134.83	5.743%	142,493.01	452,627.85	-
7	05/01/2028			134,688.47	134,688.47	587,316.32
8	11/01/2028	310,134.83	5.791%	134,688.47	444,823.30	-
9	05/01/2029			126,728.86	126,728.86	571,552.16
10	11/01/2029	310,134.83	5.838%	126,728.86	436,863.69	-
11	05/01/2030			118,629.68	118,629.68	555,493.37
12	11/01/2030	310,134.83	5.885%	118,629.68	428,764.52	-
13	05/01/2031			110,421.96	110,421.96	539,186.48
14	11/01/2031	310,134.83	5.934%	110,421.96	420,556.79	-
15	05/01/2032			102,121.20	102,121.20	522,677.99
16	11/01/2032	310,134.83	5.987%	102,121.20	412,256.03	-
17	05/01/2033			93,727.39	93,727.39	505,983.42
18	11/01/2033	310,134.83	6.044%	93,727.39	403,862.23	-
19	05/01/2034			85,256.06	85,256.06	489,118.29
20	11/01/2034	310,134.83	6.109%	85,256.06	395,390.89	-
21	05/01/2035			76,210.98	76,210.98	471,601.87
22	11/01/2035	310,134.83	6.143%	76,210.98	386,345.81	-
23	05/01/2036			67,088.36	67,088.36	453,434.17
24	11/01/2036	310,134.83	6.181%	67,088.36	377,223.20	-
25	05/01/2037			57,826.19	57,826.19	435,049.39
26	11/01/2037	310,134.83	6.215%	57,826.19	367,961.02	-
27	05/01/2038			48,439.96	48,439.96	416,400.98
28	11/01/2038	310,134.83	6.248%	48,439.96	358,574.79	-
29	05/01/2039			38,898.66	38,898.66	397,473.45
30	11/01/2039	310,134.83	6.271%	38,898.66	349,033.50	-
31	05/01/2040			29,310.84	29,310.84	378,344.34
32	11/01/2040	310,134.83	6.301%	29,310.84	339,445.67	-
33	05/01/2041			19,645.49	19,645.49	359,091.16
34	11/01/2041	310,134.83	6.334%	19,645.49	329,780.32	-
35	05/01/2042			9,860.73	9,860.73	339,641.05
36	11/01/2042	310,134.83	6.359%	9,860.73	319,995.57	319,995.57

	3,138,254.44	18 year Bond interest
	226,654.93	2 year BAN interest
BAN then refinance with MMBB	<u>3,364,909.38</u>	
20 year Bond option	2,908,532.37	20 year bond interest
20 year bond preferable		
	456,377.00	Diff.

# **TREASURER'S WARRANTS**

Warrants for BOS Agenda:

BOS Agenda:

5/27/2022

	Description	#	Date	Amount
<b>A. Warrants to be Approved and Signed:</b>				
	Town Invoices			
		AP2268	05/27/22	2,610.34
				<u>\$ 2,610.34</u>
<b>B. Authorized Warrants to be Signed: (Wendy needs to abstain)</b>				
(Prior Electronic or Manual Authorization )				
	<b>Town State Fees &amp; P/R Benefits</b>			
	Town Payroll			
				<u>\$ -</u>
<b>C. Warrants to be Acknowledged:</b>				
	School Invoices			
	School Payroll			
				<u>\$ -</u>
<b>TOTAL WARRANTS FOR BOS MEETING</b>				<u>\$ 2,610.34</u>

**TOWN OF MOUNT DESERT  
ACCOUNTS PAYABLE WARRANT**

**WARRANT AP# 2268**

CHECK DATE: May 27, 2022

CHECK NUMBER:	<u>316931</u>				
CHECK NUMBER:	<u>N/A</u>	through	<u>316932</u>	\$	<u>2,610.34</u> Check payments
EFT NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$	<u>-</u> Electronic payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u> ACH Payments
		and	<u>N/A</u>	\$	<u>-</u> Voided Checks

TOTAL DISBURSEMENTS: \$ 2,610.34

This is to certify that there is due and chargeable to the appropriations listed above the sum set against each name and you are directed to pay unto the parties named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Wendy H Littlefield, Vice Chairman

Geoffrey V Wood, Secretary

James F Mooers



1  
P  
apcshdsb

05/24/2022 16:48  
69051you  
Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL  
CASH ACCOUNT: 100  
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE INVOICE DTL DESC INV DATE PO WARRANT NET

INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
316931 05/27/2022 PRTRD Invoice: 0422	222 R H FOSTER ENERGY LLC 0422 611.95 gal 3.87 April Fuel FUEL-CRO 2018 Chev Col 37.79 1220770 53710 2702 95.45 1440110 53710 4109 456.04 1440110 53710 4110 712.94 1440110 53710 4112 921.38 1440110 53710 4113 106.91 6010100 53710 37.78 1220660 53710 2702	04/30/2022	AP2268		2,368.29

316932 05/27/2022 PRTRD  
Invoice: 3053177541  
874 STAPLES CREDIT PLAN  
3053177541  
DVD's & sleeves, large envelopes  
OFFICE SUPPLIES  
242.05 1440110 53000

CHECK	CHECK	TOTAL:
CHECK	316931	TOTAL: 2,368.29
CHECK	316932	TOTAL: 242.05

NUMBER OF CHECKS 2  
\*\*\* CASH ACCOUNT TOTAL \*\*\*  
2,610.34

TOTAL PRINTED CHECKS	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	2,610.34
*** GRAND TOTAL ***		2,610.34



CLERK: 69051you

YEAR PER	JNL	JNL	JNL	REF 1	REF 2	REF 3	ACCOUNT DESC	LINE DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	EFF DATE	EFF DATE								

2022 11							Accounts Payable				
APP 100-20000	05/27/2022	AP2268	AP2268				AP CASH DISBURSEMENTS JOURNAL			2,503.43	
APP 100-10100	05/27/2022	AP2268	AP2268				Ckg-BH General Fund 8066				2,610.34
APP 600-20000	05/27/2022	AP2268	AP2268				Accounts Payable		106.91		
							AP CASH DISBURSEMENTS JOURNAL				
							GENERAL LEDGER TOTAL			2,610.34	2,610.34

APP 100-35060	05/27/2022	AP2268	AP2268				DT-MARINA			106.91	
APP 600-35010	05/27/2022	AP2268	AP2268				DT Gen fund				106.91

							SYSTEM GENERATED ENTRIES TOTAL			106.91	106.91
							JOURNAL 2022/11/56	TOTAL		2,717.25	2,717.25

FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100	General Fund	2022 11	56	05/27/2022	Ckg-BH General Fund 8066		
	100-10100				Accounts Payable	2,503.43	
	100-20000				DT-MARINA	106.91	
	100-35060						
					FUND TOTAL	2,610.34	2,610.34
600	Marina	2022 11	56	05/27/2022	Accounts Payable	106.91	
	600-20000				DT Gen fund		106.91
	600-35010						
					FUND TOTAL	106.91	106.91



05/24/2022 16:48  
69051you

Town of Mount Desert  
A/P CASH DISBURSEMENTS JOURNAL

JOURNAL ENTRIES TO BE CREATED

P 4  
apcsbdsb

FUND	DUE TO	DUE FROM
100 General Fund	106.91	106.91
600 Marina		
	<u>106.91</u>	<u>106.91</u>
	TOTAL	

\*\* END OF REPORT - Generated by Lisa Young \*\*



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# **PUBLIC HEARINGS**

**(public hearing to begin at 6:30 pm)**

*Ellsworth*

**OFFICE**  
Bank, 24 Hamlin, 4401 is filing an  
he Federal Deposit  
a branch office at  
Cottage Street, Bar  
on this application  
he regional director  
at its Boston Area  
MA 02184 not later  
ation of this notice.  
on are available on  
or public inspection  
the non-confidential  
lable upon request.

**TOWN OF MOUNT DESERT, MAINE**  
**NOTICE OF PUBLIC MEETING TO APPROVE A  
GENERAL OBLIGATION BOND IN A PRINCIPAL AMOUNT  
NOT TO EXCEED \$5,582,427**  
Notice is hereby given that the Board of Selectmen of the Town of  
Mount Desert, Maine will meet at the Meeting Room of the Town Hall  
at 21 Sea Street in Northeast Harbor at 6:30 p.m. on May 26 to con-  
sider the adoption of a resolution to authorize the issuance, delivery  
and sale of a General Obligation Bond and/or General Obligation Bond  
Anticipation Note of the Town in the amount not to exceed \$5,582,427  
to a bank or banks chosen by the Board of Selectmen, to finance im-  
provements to the Northeast Harbor Fire Station in the Town and the  
installation of fiber optic cable in the Town. The public is invited to  
attend or to participate remotely using Zoom. The instructions for par-  
ticipating by Zoom are available at the Town's website, mtdesert.org.  
Written comments received before the meeting will be considered.

**puzzle.**  
**Find it in  
Classifieds**

# PUBLIC NOTICES

**NOTICE OF PUBLIC SALE**  
**PURSUANT TO 14 M.R.S. § 6323**  
**JUNE 23, 2022 AT 10:00 A.M.**  
**PROPERTY AT 19 OAK RIDGE LANE, SURRY, MAINE**  
**AUCTION TO BE HELD AT FIRST NATIONAL BANK, 5 BRISTOL ROAD, DAMARISCOTTA, MAINE**

Notice is hereby given that in accordance with a Judgment of Foreclosure and Sale docketed December 1, 2021, entered by the Hancock County Superior Court in the case of *First National Bank v. David H. Esty, III*, Docket No. RE-20-10 (the "Judgment"), wherein the Court adjudged the foreclosure of a mortgage deed granted by David H. Esty, III to The First, N.A. n/k/a First National Bank dated February 11, 2011, recorded in the Hancock County Registry of Deeds in Book 5575, Page 10 (the "Mortgage"), the period of redemption from said Judgment having expired, a public sale of the property described in the Mortgage will be conducted on June 23, 2022, commencing at 10:00 a.m., at First National Bank, 5 Bristol Road, Damariscotta, Maine. The property will be sold by public auction subject to all outstanding municipal assessments and encumbrances. The deposit to bid is \$5,000.00 in U.S. funds by certified or bank check made payable to Pierce Atwood LLP, to be increased to ten percent (10%) of the bid amount within 5 days of the public sale, and with the balance due and payable within 30 days of the public sale. Conveyance of the

**LEGAL NOTICE**  
Notice of New Antenna Structure Registration for the an existing Self-Support/Lattice Tower. Tarpon Towers II, LLC has applied for an Antenna Structure Registration for an existing 190 foot Self-Support Lattice tower. The tower will not be lit, as required by the Federal Aviation Administration (FAA). The tower is located at 16 Old Route One, Gouldsboro, Hancock County, Maine. Interested persons may review the application online at [www.fcc.gov/asr/](http://www.fcc.gov/asr/) applications by entering the Form 854 File Number A1216341 Interested persons may raise environmental concerns about the structure by filing a Request for Environmental Review with the Federal Communications Commission (FCC). The FCC strongly encourages interested parties to file Requests for Environmental Review Online. Instructions for making such filing can be found online at [www.fcc.gov/asr/environmentalrequest](http://www.fcc.gov/asr/environmentalrequest). The mailing address for interested parties that would prefer to file a Request for Environmental Review by paper copy is FCC Request for Environmental Review, Attn: Ramon Williams, 445 12th Street SW, Washington, DC 20554. Legal Notice

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**THE TOWN OF MARIAVILLE**  
Will be holding their Town Meeting on Monday, May 23, 2022 at 7:00 PM at the Beech Hill School, 105 Otis Road, Otis, ME.

**NOTICE**  
The Town of Cherryfield is accepting bids for a 3 year contract starting November 1, 2022 for Snow Removal and Sanding. Specification are available at the Town Office. Sealed bids to be received at the Office by Friday, June 24, 2022. Office Hours: Mon - Fri from 8:30 - 4:00 with an hour out from 12:00 to 1:00 for lunch. Office Phone: 207-546-2376 The Selectmen reserve the right to accept or reject and or all bids.

**NOTICE OF INTENT TO FILE**  
Please take notice that Lewis J. Loveland Jr. & Pamela Driesell, 24 Minister Field Rd Stonington, ME 404-416-8762 is intending to file a Natural Resources Protection Act permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S.A. §§ 480-A thru 480-BB on or about June 6, 2022.  
The application is for: Constructing a residential dock with the dimensions 4 x 120' dock with a season 3' x40' aluminum ramp leading to a 12' x 20' pt float with skids at the following location: 24 Minister Field Rd, Stonington, ME.

**1-STOP STORAGE NOTICE OF CONFISCATION**  
Notice is hereby given, that pursuant to Maine Lien Law, Title 10, Commerce and Trade, Chapter 212, Self-Service Storage Act, Section 1989 c. 62, 1374. Lien, miscellaneous goods and personal property in the names of:  
**Frank Warren- 830 Ridge Road, Cedric, Maine 04676-Unit#19**  
Will be disposed of at a public auction ending on or after May 31st 2022 at 11:00 am, to enforce storage lien. The auction will be held online.

[www.ellsworthamerican.com](http://www.ellsworthamerican.com)

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.  
For Federally licenses, permitted, or funded activities in the Coastal Zone, review of this application shall also con-

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The Town of Cherryfield is accepting bids on a piece of tax acquired property located at 69 Ridge Road in Cherryfield. Property description is available at the Town Office. Minimum bid accepted to be \$20,000.00. Sealed bids to be received at the Town Office by Friday, June 24, 2022. The Selectmen reserve the right to accept or reject any and all bids. Office Hours: Mon-Fri from 8:30 to 4:00 with an hour closed from 12:00 -1:00 for lunch. Phone: 546-2376

stitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 307 of the federal Coastal Zone Management Act, 16 U.S.C. § 1456.  
The application will be filed for public inspection at the Department of Environmental Protection's office in Bangor during the normal hours A copy of the application may also be seen at the municipal offices in Stonington, ME.  
Written public comments may be sent to the regional office in Bangor where the application is filed for public inspection  
MDEP, Eastern Maine Regional Office, 106 Hogan Road, Bangor, Maine 04401

**PLANNING BOARD**  
**TOWN OF GOULDSBORO**  
... hearing

**OFFICE**

Bank, 24 Hamlin, 14401 is filing an application for the Federal Deposit Insurance Corporation to open a branch office at 10 Cottage Street, Bangor, Maine. In connection with this application, the regional director of the FDIC at its Boston Area Office, MA 02184 not later than 10 business days after the date of publication of this notice. Public comments are available on or public inspection of the non-confidential information available upon request.

**TOWN OF MOUNT DESERT, MAINE**

**NOTICE OF PUBLIC MEETING TO APPROVE A GENERAL OBLIGATION BOND IN A PRINCIPAL AMOUNT NOT TO EXCEED \$5,582,427**

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**puzzle.**  
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[www.ellsworthamerican.com](http://www.ellsworthamerican.com)

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Written public comments may be sent to the regional office in Bangor where the application is filed for public inspection MDEP, Eastern Maine Regional Office, 106 Hogan Road, Bangor, Maine 04401

**PLANNING BOARD**

**TOWN OF GOULDSBORO**

Public hearing

May 12, 2022

Jake Wright, Finance Director  
Town of Mt. Desert  
PO Box 248  
Northeast Harbor, ME 04662-0248

Re: 2022 General Obligation Bond/Bond Anticipation Note  
Principal Amount: up to \$5,582,427

Dear Mr. Wright:

The following represents Machias Savings Bank's proposal in connection with the Town of Mt. Desert's request for up to \$5,582,427 to finance improvements of the Northeast harbor fire station (\$5,238,427), and to finance fiber optic cable installation in the Town (\$344,000). Below are details regarding our proposal for said financing:

Bond: \$5,582,427

1. Interest Rate: The interest rate to be charged by Machias Savings Bank on a "lump sum" or "as needed" basis would be simple interest rate of 4.65% fixed for the full term of the loan with interest calculated based on actual days (365-day year).
2. Number of Notes/Denominations: Single or Multiple Notes, with a minimum denomination of \$250,000 per Note
3. Term: 20 years
4. Repayment: Annual payments of principal plus accrued interest
5. Total amount of interest to be paid: The total amount of interest will be \$2,745,355.38 This figure would be for a "lump sum" loan with annual payments of \$279,121.35 principal plus accrued interest beginning on July 1, 2023.

Bond Anticipation Note: \$5,582,427

1. Interest Rate: The interest rate to be charged by Machias Savings Bank on a "lump sum"

or "as needed" basis would be simple interest rate of 1.99% fixed for the full term of the loan with interest calculated based on actual days (365-day year).

2. Number of Notes/Denominations: Single or Multiple Notes, with a minimum denomination of \$250,000 per Note
3. Term: 2 years
4. Repayment: Principal and accrued interest payable in full on June 1, 2024
5. Total amount of interest to be paid: The total amount of interest will be \$220,963.17 This figure would be for a "lump sum" loan with all principal plus accrued interest due on June 1, 2024.

Other terms and conditions:

1. At closing, Bank shall require bond counsel opinion that the Bond has been duly authorized, will be validly issued by the Town, that the interest on the Bond will be tax-exempt to holders and that the Bond is a "a qualified tax-exempt obligation" of the Town under §265 of the Internal Revenue Code.
2. There will be no prepayment penalty or premium assessed should the Borrower elect to close out the loan at any time.
3. The Bank's bid shall remain open until 5:00 p.m. May 30, 2022.

If you have any questions, please do not hesitate to contact me at (207) 288-8071.

Sincerely,



Vicki Hall  
Vice President

**RESOLUTIONS OF THE TOWN OF MOUNT DESERT, MAINE  
AUTHORIZING ISSUANCE OF ITS \$5,582,427 2022 GENERAL OBLIGATION BOND  
ANTICIPATION NOTE AND GENERAL OBLIGATION BOND**

WHEREAS, The Town of Mount Desert, Maine (the "Issuer") is authorized to borrow money and issue its bond therefore; and

WHEREAS, the Issuer has previously approved issuing its bond to finance improvements to the Northeast Harbor Fire Station and the installation of fiber optic cable in the Town (the "Project"); and

WHEREAS, the Issuer desires to issue, for purposes of financing the Project, its General Obligation Bond in the amount of \$5,582,427 (the "Bond"), and, to pay for Project expenses incurred prior to the issuance of the Bond, its 2022 General Obligation Bond Anticipation Note (the "Note") in the same amount, both to pay for so much of the Project as is not financed with funds on hand; and

WHEREAS, there has been submitted to the Issuer in final but undated form, the form of a 2022 General Obligation Bond Anticipation Note, which is to be issued to Machias Savings Bank;

NOW, THEREFORE, be it voted and resolved by the Select Board of the Issuer as follows:

RESOLVED: The issuance, sale and delivery of the Note and the Bond are authorized for the purpose of providing funding for the Project. The form of the Note attached hereto is hereby approved. The Note and the Bond shall be subject to call and prepayment in whole or in part at any time without penalty, and shall otherwise be in such form as evidenced in the attachment hereto, in the case of the Note, or as approved by the Select Board, as evidenced by the signature of a majority of members thereof on the Bond, in the case of the Bond.

RESOLVED: The Note shall be and hereby is sold and awarded to Machias Savings Bank.

RESOLVED: The members of the Select Board and officers of the Issuer and each of them singly are authorized and directed and empowered in its name and on its behalf, to do or cause to be done all such actions and things and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the issuance of the Bond and the Note and the financing for the Project, including signing such certificates, returns and other materials as they deem convenient for that purpose, the issuance and delivery of the Note and the Bond and

such other actions as may be necessary in carrying out the purposes of these Resolutions.

RESOLVED: The Note is hereby designated as a “qualified tax exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code.

RESOLVED: The law firm of Eaton Peabody is hereby designated as Bond Counsel for the Issuer to advise the Issuer with respect to the issuance and sale of the Note and the Bond, and to prepare documents and render opinions as may be necessary or convenient for that purpose; and

RESOLVED: If any officer or official of the Issuer who has signed or sealed the Note or the Bond shall cease to be such officer or official before the Note or Bond has been authenticated or delivered by the Issuer, such Note or Bond nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Note or Bond had not ceased to be such officer or official; and any such Note or Bond may be signed and sealed on behalf of the Issuer by those persons who, at the actual date of the execution of such Note or Bond shall be the proper officers and officials of the Issuer, although at the nominal date of such Note or Bond such person or persons shall not be such officer or official.

RESOLVED: These Resolutions shall take effect immediately.

*[The remainder of this page is intentionally left blank.]*

APPROVED: May 26, 2022, by the Select Board of the Issuer, at a meeting duly noticed,  
convened and conducted.

A true copy, attest:

\_\_\_\_\_  
Claire Woolfolk, Clerk

(SEAL)



\$5,582,427

June 6, 2022

UNITED STATES OF AMERICA  
STATE OF MAINE

TOWN OF MOUNT DESERT

2022 GENERAL OBLIGATION BOND ANTICIPATION NOTE

For value received, on or before June 1, 2024, the Town of Mount Desert, Maine (the "Town"), promises to pay to Machias Savings Bank, a banking corporation with offices in Machias, Maine (the "Bank") or its registered assigns the sum of

FIVE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED  
TWENTY-SEVEN DOLLARS  
(\$5,582,427)

upon presentation and surrender hereof, together with interest at the rate of 1.99% per annum (computed on the basis of actual days elapsed over a 365-day year) on the unpaid principal balance outstanding from time to time from the date hereof until payment in full of the principal then due.

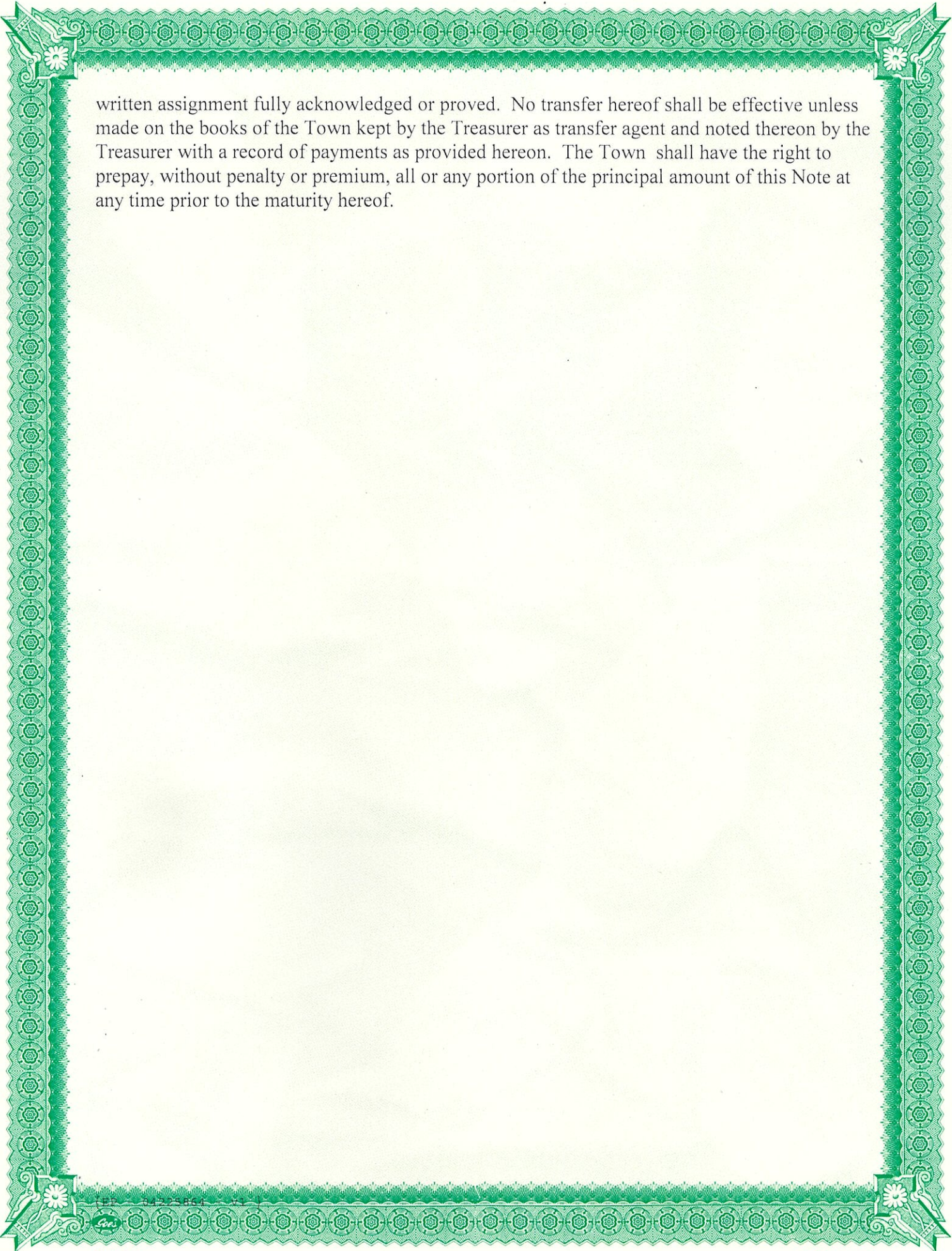
Both principal and interest will be paid in lawful money of the United States of America at the offices of the Bank. This security is subject to call for redemption, in whole or in part, without premium, by delivery of payment to the holder or its nominee, whereupon this security shall be satisfied to the extent of any such payment.

This Bond Anticipation Note (the "Note") is a general obligation of the Town, and is being issued to finance improvements to the Northeast Harbor Fire Station and the installation of fiber optic cable in the Town (the "Project") under the Constitution and Laws of the State of Maine, authority of Title 30-A, Section 5772 of Maine Revised Statutes, as amended, and pursuant to action taken at a Town Meeting held by the Town on May 3, 2022, and action taken by the Select Board of the Town at a meeting duly called and legally held on May 26, 2022.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with. All acts, formalities and conditions essential to the validity of this Note have been performed and complied with and this Note is within every debt and other limit and regulatory authorization prescribed by law or by votes of the Town or its municipal officers, and for the assignment, collection and payment of taxes to pay the same, when due, the full faith and credit of the Town are hereby irrevocably pledged.

This Note has been and is hereby designated a "qualified tax-exempt obligation" of the Town in accordance with Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon presentation to the Treasurer of the Town with a



written assignment fully acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Town kept by the Treasurer as transfer agent and noted thereon by the Treasurer with a record of payments as provided hereon. The Town shall have the right to prepay, without penalty or premium, all or any portion of the principal amount of this Note at any time prior to the maturity hereof.

IN WITNESS WHEREOF, the Town of Mount Desert has caused this Note to be signed in its name and behalf by its Treasurer and countersigned by a majority at least of the members of its Select Board, with the corporate seal of the Town impressed hereon and attested by the Town Clerk, all as of this 6<sup>th</sup> day of May, 2022.

TOWN OF MOUNT DESERT

By: \_\_\_\_\_  
Town Treasurer

Countersigned By: \_\_\_\_\_  
Chairman, Select Board

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

(SEAL)

Seal attested by:

\_\_\_\_\_  
Town Clerk



CERTIFICATE OF REGISTRATION OF TRANSFER

This Note is registered in the name of the transferee noted hereon on the books of the Town kept by the Town Treasurer as transfer agent.

<u>Name of Registered Owner or Transferee</u>	<u>Date of Registration of Transfer</u>	<u>Date to Which Interest Paid</u>	<u>Aggregate Principal Paid</u>	<u>Balance of Principal Due</u>	<u>Signature of Town Treasurer</u>
Machias Savings Bank	6.6.2022	None	None	All	



May 11, 2022

Mr. Jake Wright  
Finance Director  
Town of Mount Desert  
PO Box 248  
Northeast Harbor, ME 04609

Re: PROPOSAL FOR LOAN  
Town of Mount Desert  
2022 General Obligation Bond or Bond Anticipation Note - \$5,582,427

Via Electronic mail: [treasurer@mtdesert.org](mailto:treasurer@mtdesert.org) and U.S. Mail

Dear Mr. Wright,

Thank you for allowing Bar Harbor Bank & Trust the opportunity to serve the Town of Mount Desert's financial needs. We are pleased to offer the following simple interest rate options for the 2022 General Obligation Bond, or BAN, assuming the entire balance is drawn on June 6, 2022.

**20 year General Obligation Bond:**

Interest Rate	Repayment
4.34% Fixed	20 Annual Payments of principal and interest beginning July 1, 2023

**2 year General Obligation Bond anticipation Note:**

Interest Rate	Repayment
3.65% Fixed	All accrued interest and principal due at maturity on June 1, 2024

The Bank will also consider an interest only period if the Town requests that option, and the above interest rate will apply to lump sum or as needed advances. One note would be required for this borrowing. The interest rate will be paid and based upon an actual/365 day basis. There will be no prepayment penalty. The Bank will require Bond Counsel at the Town's expense.

**Default.** The Borrower will be in default under this proposed obligation upon the occurrence of any one or more of the following events:

- (1) Any payment is not made within ten (10) days of the date when due, or

- (2) The Borrower is in default under the terms of any agreement or document evidencing any security for this promissory note or evidencing or securing any other obligations of the Borrower to the Lender, or
- (3) The Borrower dies or, if the Borrower is not a natural person, the Borrower ceases or suspends the transaction of business, is dissolved, or is a party to a merger or consolidation without the written consent of the Lender, or
- (4) The Borrower institutes, or there is instituted against the Borrower, any bankruptcy or insolvency proceedings of any nature, or
- (5) The Lender reasonably believes that the prospects for payment of this promissory note have been significantly impaired.

If the Borrower is in default, the Lender may, at any time, without prior demand upon the Borrower, accelerate the maturity of this promissory note, in which event the principal balance and all interest and other charges shall become due and payable at once. Upon such acceleration, the Lender may set off against or deduct from any other funds or property of the Borrower all or any portion of the amounts due pursuant to this promissory note. Any failure or delay by the Lender in exercising this right of acceleration or any other right under this promissory note shall not be construed, under any circumstances, as a waiver of any right. During any period when the Borrower is in default under this promissory note, the interest rate may be increased to a new rate which is four (4.00%) percent per year greater.

**This bid shall remain firm for acceptance by the Town until May 30, 2022.**

Thank you again for the opportunity to offer this service to Town of Mount Desert. If you should have any questions about this offer, please do not hesitate to contact me at (207) 667-4927.

Sincerely,



Sam S. McGee, Senior Vice President  
Regional Banking Team Leader  
Commercial Banking / Commercial Lending  
Bar Harbor Bank & Trust  
82 Main Street, P.O. Box 400, Bar Harbor, ME 04609  
Telephone Direct: 207-667-4927 Toll Free: 1-888-853-7100, ext 2559 Cell: 207-807-8785  
Fax: 207-288-2626 e-mail: [smcgee@barharbor.bank](mailto:smcgee@barharbor.bank) web: [www.barharbor.bank](http://www.barharbor.bank)

Cc: Dan S. Pittman, Esq. via electronic mail [dpittman@eatonpeabody.com](mailto:dpittman@eatonpeabody.com)  
Cc: Crissy Bell, Legal Assistant via electronic mail [cbell@eatonpeabody.com](mailto:cbell@eatonpeabody.com)

**RESOLUTIONS OF THE TOWN OF MOUNT DESERT, MAINE  
AUTHORIZING ISSUANCE OF ITS \$5,582,427  
2022 GENERAL OBLIGATION BOND R-2**

WHEREAS, The Town of Mount Desert, Maine (the "Issuer") is authorized to borrow money and issue its bond therefore; and

WHEREAS, the Issuer has previously approved issuing its bond to finance improvements to the Northeast Harbor Fire Station and the installation of fiber optic cable in the Town, (the "Project"); and

WHEREAS, the Issuer desires to issue, for purposes of financing the Project, its 2022 General Obligation Bond (R-2) in the amount of \$5,582,427 (the "Bond") to pay for so much of the Project as is not financed with funds on hand; and

WHEREAS, there has been submitted to the Issuer in final but undated form, the form of a 2022 General Obligation Bond (R-2) which is to be issued to Bar Harbor Bank and Trust;

NOW, THEREFORE, be it voted and resolved by the Select Board of the Issuer as follows:

RESOLVED: The issuance, sale and delivery of the Bond are authorized for the purpose of providing funding for the Project. The form of the Bond attached hereto is hereby approved. The Bond shall be subject to call and prepayment in whole or in part at any time without penalty, and shall otherwise be in such form as evidenced in the attachment hereto.

RESOLVED: The Bond be and hereby is sold and awarded to Bar Harbor Bank and Trust.

RESOLVED: The members of the Select Board and officers of the Issuer and each of them singly are authorized and directed and empowered in its name and on its behalf, to do or cause to be done all such actions and things and to execute and deliver all certificates and other documents as may be necessary and proper in connection with the issuance of the Bond and the financing for the Project, including signing such certificates, returns and other materials as they deem convenient for that purpose, the issuance and delivery of the Bond and such other actions as may be necessary in carrying out the purposes of these Resolutions.

RESOLVED: The Bond is hereby designated as a "qualified tax exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code.

RESOLVED: The law firm of Eaton Peabody is hereby designated as Bond Counsel

for the Issuer to advise the Issuer with respect to the issuance and sale of the Bond, and to prepare documents and render opinions as may be necessary or convenient for that purpose; and

RESOLVED: If any officer or official of the Issuer who has signed or sealed the Bond shall cease to be such officer or official before the Bond has been authenticated or delivered by the Issuer, such Bond nonetheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bond had not ceased to be such officer or official; and any such Bond may be signed and sealed on behalf of the Issuer by those persons who, at the actual date of the execution of such Bond shall be the proper officers and officials of the Issuer, although at the nominal date of such Bond such person or persons shall not be such officer or official.

RESOLVED: These Resolutions shall take effect immediately.

*[The remainder of this page is intentionally left blank.]*



APPROVED: May 26, 2022, by the Select Board of the Issuer, at a meeting duly noticed,  
convened and conducted.



A true copy, attest:

\_\_\_\_\_  
Claire Woolfolk, Clerk

(SEAL)

\$5,582,427  
R-2

June 6, 2022

UNITED STATES OF AMERICA  
STATE OF MAINE

TOWN OF MOUNT DESERT

2022 GENERAL OBLIGATION BOND (R-2)

For value received, the Town of Mount Desert, Maine (the "Town") promises to pay to Bar Harbor Bank and Trust (the "Bank") or its registered assigns the principal sum of

FIVE MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED  
TWENTY-SEVEN DOLLARS  
(\$5,582,427)

in annual principal amounts set forth below, together with interest calculated at the rate of 4.34% per annum on the outstanding principal balance, calculated based on actual elapsed days over a 365-day year, both principal and interest being payable annually to Bar Harbor Bank and Trust, Bar Harbor, Maine.

<u>Date</u>	<u>Principal</u>
July 1, 2023	\$165,676.30
July 1, 2024	\$188,816.92
July 1, 2025	\$197,655.64
July 1, 2026	\$206,233.90
July 1, 2027	\$215,184.45
July 1, 2028	\$223,975.44
July 1, 2029	\$234,243.99
July 1, 2030	\$244,410.18
July 1, 2031	\$255,017.58
July 1, 2032	\$265,651.20
July 1, 2033	\$277,614.61
July 1, 2034	\$289,663.08
July 1, 2035	\$302,234.46
July 1, 2036	\$315,052.26
July 1, 2037	\$329,024.70
July 1, 2038	\$343,304.37
July 1, 2039	\$358,203.78
July 1, 2040	\$373,610.65
July 1, 2041	\$389,964.53
July 1, 2042	\$406,888.99

TOTAL: \$5,582,427

Both principal and interest will be paid in lawful money of the United States of America at the offices of the Bank. This security is subject to call for redemption, in whole, or in part, without premium, by delivery of payment to the holder or its nominee, whereupon this security shall be satisfied to the extent of any such Payment.

This Bond is a general obligation of the Town and is being issued to finance improvements to the Northeast Harbor Fire Station and installation of fiber optic cable in the Town (the "Project") under the Constitution and Laws of the State of Maine, authority of Title 30-A, Section 5772 of Maine Revised Statutes, as amended, and pursuant to action taken at a town meeting by the voters of the Town on May 3, 2022, and action taken by the Select Board of the Town at a meeting duly called and legally held on May 26, 2022.

It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with, and that this Bond is a valid general obligation of the Town. All acts, formalities and conditions essential to the validity of this Bond have been performed and complied with and this Bond is within every debt and other limit and regulatory authorization prescribed by law or by votes of the Town or its municipal officers.

This Bond has been and is hereby designated a "qualified tax-exempt obligation" of the Town in accordance with Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon presentation to the Treasurer of the Town with a written assignment fully acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Town kept by the Treasurer as transfer agent and noted thereon by the Treasurer with a record of payments as provided hereon. The Town shall have the right to prepay, without penalty or premium, all or any portion of the principal amount of this Bond at any time prior to the maturity hereof.

It is hereby certified that all acts, formalities and conditions essential to the validity hereof have been performed and complied with, and for the assignment, collection and payment of taxes to pay the same, when due, the full faith and credit of the Town are hereby irrevocably pledged.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the Town has caused this Bond to be signed in its name and behalf by its Treasurer and countersigned by a majority at least of the members of its Select Board, with the corporate seal of the Town impressed hereon and attested by the Town Clerk, all as of this 6<sup>th</sup> day of May, 2022.

TOWN OF MOUNT DESERT

By: \_\_\_\_\_  
Town Treasurer

Countersigned By: \_\_\_\_\_  
Chairman, Select Board

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

\_\_\_\_\_  
Select Board member

(SEAL)

Seal attested by:

\_\_\_\_\_  
Town Clerk



CERTIFICATE OF REGISTRATION OF TRANSFER

This Bond is registered in the name of the transferee noted hereon on the books of the Town kept by the Town Treasurer as transfer agent.

<u>Name of Registered Owner or Transferee</u>	<u>Date of Registration of Transfer</u>	<u>Date to Which Interest Paid</u>	<u>Aggregate Principal Paid</u>	<u>Balance of Principal Due</u>	<u>Signature of Town Treasurer</u>
Bar Harbor Bank & Trust	6/6/2022	None	None	All	

