

Annual Town Meeting Minutes Town of Mount Desert

May 1 & 2, 2023

**Secret Ballot Election
May 1, 2023 8 a.m. – 8 p.m.
Town Hall Meeting Room;
21 Sea St., Northeast Harbor**

And

**Open Floor Town Meeting
Neighborhood House
1 Kimball Rd, Northeast Harbor, ME 04662**

Town Clerk Claire Woolfolk called the meeting to order at fifty minutes past seven o'clock in the forenoon, May 1, 2023. Printed copies of the Warrant and Town Report were made available.

Article 1. To elect a Moderator by written ballot.

Town Clerk Woolfolk called for nominations of moderator. By motion and second Gerard Miller was nominated to serve as Moderator. A written vote was conducted, six votes were cast for Mr. Miller and he was duly declared Moderator. Town Clerk Woolfolk swore in Mr. Miller as Moderator. Moderator Miller appointed and swore in Claire Woolfolk as Deputy Moderator.

Moderator Miller declared the polls open at eight o'clock in the forenoon. Voting on Article 2, took place until eight o'clock in the evening, at which time Deputy Moderator Woolfolk declared the polls closed. Votes cast were counted, and Deputy Moderator Woolfolk announced the results at nine o'clock in the evening.

At fifteen minutes after nine o'clock in the evening it was moved and seconded to recess and reconvene the meeting at 6:00 p.m., Tuesday, May 2, 2023. A vote was called, and the motion passed unanimously.

On Tuesday, May 2, 2023, Moderator Miller reconvened the meeting at six o'clock in the evening. He began by stating it is his great privilege to have been elected moderator.

Article 2. To elect two members to the Board of Selectmen for a term of three years; one member to the Mount Desert Elementary School Board for a term of one year; two members to the Mount Desert Elementary School Board for a term of three years; and one trustee to the Mount Desert Island Regional School District for a term of two years; one trustee to the Mount Desert Island Regional School District for a term of three years.

Moderator Ferm explained that one of the offices for School Board for a three-year term had no nominees, therefore that office was subject to write-in votes and if the official wishes to serve beyond the Town Meeting in 2023, they will need to take out nomination papers for the May 2023 election for the remaining two years of the seat. Moderator Ferm then announced the official results of Article 2:

For **Selectman**, two members for a term of three years each:

John B. Macauley	# votes: 65	- ELECTED
Geoffrey Wood	# votes: 59	- ELECTED
Scattered Write-ins	# votes: 1	

For **School Board**, one member for a term of three years:

Katherine Dube	# votes: 63	- ELECTED
Scattered Write-ins	# votes: 0	

For **School District Trustee**, one member for a term of three years:

Anthony Smith	# votes: 66	- ELECTED
Scattered Write-ins	# votes: 0	

Moderator Miller congratulated the candidates and thanked them for their willingness to serve.

Town Clerk Woolfolk administered the oaths to the newly elected and re-elected officials who were present.

Article 3. To see if non-voters shall be allowed, when recognized, to speak during the 2023 Annual Town Meeting.

The Warrant Committee moved and seconded to recommend passage of Article 3. A voice vote was called, and Article 3 passed as moved.

Article 4. Shall an ordinance dated May 2, 2023 and entitled "Town of Mount Desert Alewife Ordinance" be enacted? The ordinance reads, in its entirety, "Regulations for the taking of alewives and blue back herring shall be as follows: For the year July 1, 2023 through June 30, 2024 there shall be no taking of Alewives and Blue Back Herring in the Town of Mount Desert."

The Warrant Committee moved and seconded to recommend passage of Article 4. A voice vote was called, and Article 4 passed.

Moderator Miller asked the Public if he could forgo reading the article in its entirety and read

only the beginning and the explanatory note. The Public agreed.

Article 5. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Town of Mount Desert Harbor Ordinance” be enacted?

**Town of Mount Desert
Harbor Ordinance**

**Enacted May 2, 2017
Amended May 2, 2023**

Article I – Definitions

Resident - Any person who ~~owns property in the Town of Mount Desert, or any person who rents property with their boat registered in town and the excise tax paid in town occupies a dwelling within the Town of Mount Desert for more than 183 days in a calendar year.~~

Article VII – Moorings: Assignment, Standards, Specifications, and Waiting List

7.5 - Mooring Registration and Permit

All moorings located in all harbors and all other tidal waters of the Town of Mount Desert shall be registered annually, prior to March 1st, with the Harbor Master, and a permit shall be obtained from the Harbor Master. All moorings not registered by April 15th each year shall be removed by the owner, and the mooring privilege shall be revoked. ~~Moorings located outside the harbors of the Town of Mount Desert existing as of the effective date of this Ordinance do not need to register with the Harbor Master. All new moorings placed outside the harbors of the Town of Mount Desert after the effective date of this Ordinance must register annually with the Harbor Master in compliance with this provision.~~

Explanatory Note: These amendments to the Harbor Ordinance are to bring the definition of “resident” into line with State statute, 38 M.R.S. § 11(1), and to provide better oversight for moorings located outside the harbors of the Town.

The Warrant Committee moved and seconded to recommend passage of Article 5. A voice vote was called, and Article 5 passed.

Moderator Miller asked the Public if he could forgo reading the Sunset Clause articles in their entirety and read only the beginning and the explanatory note. The Public agreed.

Article 6. Shall an ordinance dated May 2, 2023 and entitled “Ordinance Regulating the Building and Street Numbering in the Town of Mount Desert” be enacted?

**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
Amended May 2, 2023**

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~~14. This Ordinance shall expire and be of no force or effect on May 7, 2024.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 6. A voice vote was called, and Article 6 passed.

Article 7. Shall an ordinance dated May 2, 2023 and entitled "Amendments to the Town of Mount Desert Dog Ordinance" be enacted?

TOWN OF MOUNT DESERT DOG ORDINANCE

**Adopted March 1, 1965
Amended March 2, 1970
Amended March 5, 1973
Amended May 5, 2009
Amended May 2, 2023**

- 1) **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.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 7. A voice vote was called, and Article 7 passed.

Article 8. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Town of Mount Desert Harbor Ordinance” be enacted?

**Town of Mount Desert
Harbor Ordinance**

**Enacted May 2, 2017
Amended May 2, 2023**

Article II – Applicability, Authority, & General Provisions

2.1 - Effective date of the Ordinance

This Ordinance shall become effective upon adoption by the legislative body ~~and shall, in compliance with section 5.3 of Town of Mount Desert Charter, remain in effect for a period of fifteen (15) years from the effective date.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 8. A voice vote was called, and Article 8 passed as written.

Article 9. Shall an ordinance dated May 2, 2023 and entitled “Town of Mount Desert **Public Water Supply Protection Ordinance**” be enacted? ***See Appendix A (pgs.41 - 43) for language***

Explanatory Note: Repeal and replace the No Swimming and Limiting Motor Vehicle Access to Great Ponds Ordinances.

The Warrant Committee moved and seconded to recommend passage of Article 9. A voice vote was called and Article 9 passed.

Article 10. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Town of Mount Desert Public Road Acceptance Ordinance” be enacted?

Public Road Acceptance Ordinance

**As adopted May 5, 2009 Annual Town Meeting
Amended May 8, 2018 Annual Town Meeting
Amended May 2, 2023 Annual Town Meeting**

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

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 10. A voice vote was called, and Article 10 passed.

Article 11. Shall an ordinance dated May 2, 2023 and entitled "Rural Wastewater Treatment Support Program Ordinance of the Town of Mount Desert" be enacted?

**RURAL WASTEWATER TREATMENT SUPPORT PROGRAM ORDINANCE
OF THE TOWN OF MOUNT DESERT**

**ENACTED MARCH 1, 2004
AMENDED MARCH 7, 2006
AMENDED MARCH 6, 2007
AMENDED MAY 5, 2009
AMENDED MAY 2, 2023**

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8.0 Period of Ordinance

8.1

The effective date of this Ordinance is: ~~May 5, 2009.~~ May 2, 2023

~~8.2 This Ordinance shall expire and be of no force or effect on May 7, 2024.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 11. A voice vote was called, and Article 11 passed.

Article 12. Shall an ordinance dated May 2, 2023 and entitled "Solid Waste Ordinance of the Town of Mount Desert" be enacted?

**SOLID WASTE ORDINANCE
of the
TOWN OF MOUNT DESERT**

**Enacted MAY 6, 2014
Revised and Enacted May 8, 2018
Amended May 2, 2023**

SECTION 11: EFFECTIVE DATE; SUNSET

This Ordinance shall become effective upon the date of enactment for a period not to exceed 15 years, unless amended or repealed prior to the expiration of this 15 year period.

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 12. Public comment in favor was heard. A voice vote was called, and Article 12 passed.

Article 13. Shall an ordinance dated May 2, 2023 and entitled “Town of Mount Desert Use of Public Places Ordinance” be enacted?

**TOWN OF MOUNT DESERT
USE OF PUBLIC PLACES ORDINANCE**

**Enacted May 5, 2009
Amended May 2, 2023**

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~~1. This Ordinance shall expire and be of no force or effect on May 7, 2024.~~

Explanatory Note: This amendment eliminates the sunset provision in the ordinance to be consistent with amendments to the Town Charter dated May 2, 2022 referendum election.

The Warrant Committee moved and seconded to recommend passage of Article 13. A voice vote was called, and Article 13 passed.

Moderator Miller asked the Public if he could forgo reading the LUZO articles in their entirety and read only the beginning and the explanatory note. The Public agreed.

Article 14. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance Regarding Lots within the Village Commercial District in the Village of Northeast Harbor” be enacted as set forth below?

Explanatory Note: This Article amends Section 3.5, footnote P to clarify that the minimum lot size of 1000 square feet only applies to lots within the village of Northeast Harbor.

Section 3.5 Dimensional Requirements for Districts: minimum area, width of lots, setbacks, etc.

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Notes:

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(p) For only those lots in the Village of Northeast Harbor within the Village Commercial District that have public sewer, the minimum lot area required for each dwelling unit on a single lot is 1000 square feet.

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The Warrant Committee moved and seconded to recommend passage of Article 14. A voice vote was called, and Article 14 passed.

Article 15. Shall an ordinance dated May 2, 2023, entitled “Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of Tax Map 003: Lot 026 and Map 003: Lot 027” be enacted as set forth below?

Explanatory Note: This Article changes Tax Map 003, Lot 26 and Map 3, Lot 27 from Shoreland Residential Two (SR2) to Residential Two (R2).

SECTION 3 LAND USE DISTRICTS

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3.3 Map Changes: Amended at:

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Town Meeting of May 2, 2023: change Tax Map 003, Lot 026 and Tax Map 003, Lot 027 from Shoreland Residential Two (SR2) to Residential Two (R2).

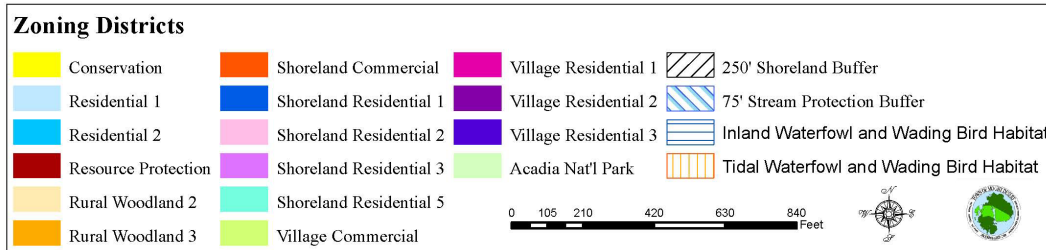
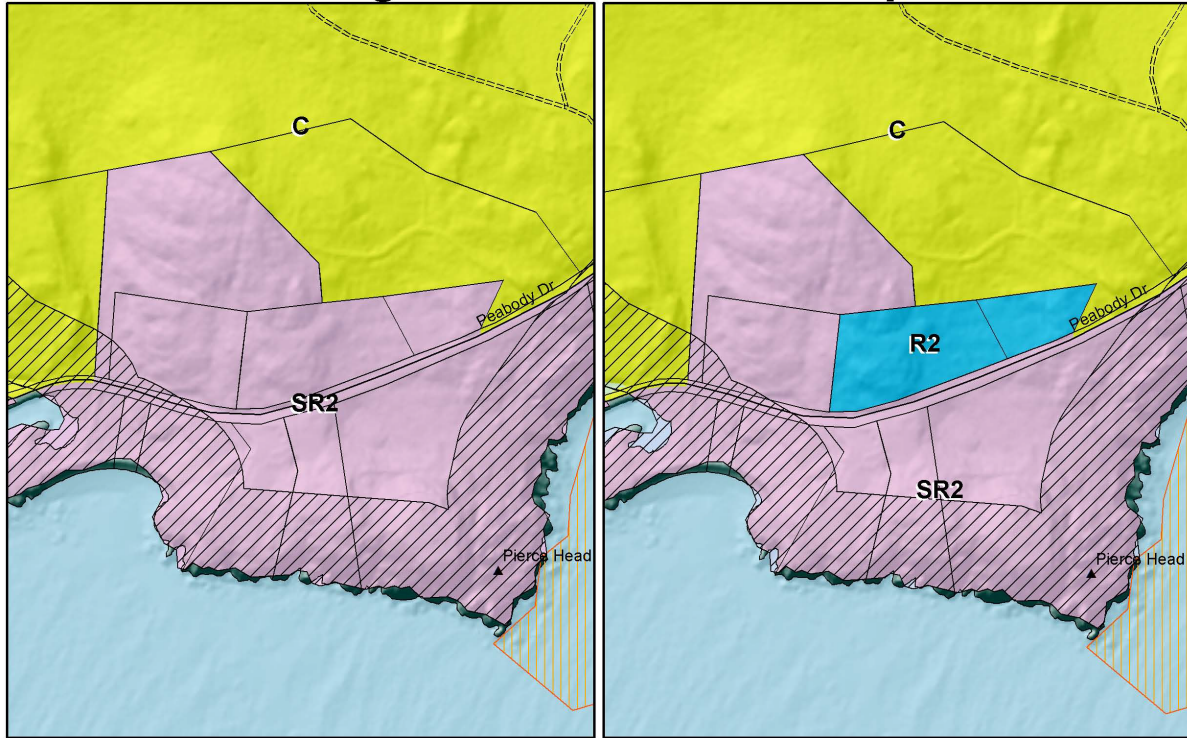
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See draft map on following page

Shoreland Residential 2 to Residential 2

Existing

Proposed



The Warrant Committee moved and seconded to recommend passage of Article 15. Questions were asked and answered by Noel Musson, Land Use Consultant for the Town of Mount Desert. A voice vote was called, and Article 15 passed.

Article 16. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance to clarify the dimensional requirements for one-Family and two-family dwellings” be enacted as set forth below?

Explanatory Note: This warrant article amends the LUZO section 6.B.11.3(2) to clarify that the dimensional standards for a duplex are not doubled until a second duplex structure is added.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

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6B.11 Lots

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3. Requirements for lots wholly outside the Shoreland Zone

1. Lots abutting more than one road. Lots which abut more than one road shall have the required setbacks along each road used as an entrance or exit.

2. ~~Additional~~ Dimensional requirements one-family or two-family dwellings. One-family and two-family dwellings are allowed in all districts, as indicated in Section 3.4, subject to the following:- All dimensional requirements shall be met separately for each and every one-family dwelling on a lot. For each additional or All dimensional requirements shall be met separately for each and every two-family dwelling on a lot, all dimensional requirements shall be met separately for each one-family or two-family dwelling.

The Warrant Committee moved and seconded to recommend passage of Article 16. A voice vote was called, and Article 16 passed.

Article 17. Shall an ordinance dated May 2, 2023 and entitled "Amendments to the Land Use Zoning Ordinance to add Residential Storage Building/Shed as permitted uses in Section 3.4" be enacted as set forth below?

Explanatory Note: This Article adds Residential Storage Building/Sheds as allowed uses so that property owners can build these structures without being tied to a residential dwelling unit.

SECTION 3 LAND USE DISTRICTS

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3.4 Permitted, Conditional, and Excluded Uses by District:

All land use activities, as indicated in the following table, shall conform with all of the applicable land use standards in Sections 6.A., 6.B., and 6.C. The district designation for a particular site shall be determined from the Official Land Use Zoning map.

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| P | Use allowed without a permit (but the use must comply with all applicable land use standards) |
| C | Use allowed with conditional use approval from the Planning Board Use allowed with conditional use approval from the Planning Board, except where the code enforcement officer may authorize minor changes in the placement and size of improvements for an approved conditional use permit |
| X | Use is prohibited |

- CEO Use allowed with a permit from the code enforcement officer**
- VR1 VILLAGE RESIDENTIAL ONE
 - VR2 VILLAGE RESIDENTIAL TWO
 - VR3 VILLAGE RESIDENTIAL THREE
 - R1 RESIDENTIAL ONE
 - R2 RESIDENTIAL TWO
 - SR1 SHORELAND RESIDENTIAL ONE
 - SR2 SHORELAND RESIDENTIAL TWO
 - SR3 SHORELAND RESIDENTIAL THREE
 - SR5 SHORELAND RESIDENTIAL FIVE
 - RW2 RURAL OR WOODLAND TWO
 - RW3 RURAL OR WOODLAND THREE
 - VC VILLAGE COMMERCIAL
 - SC SHORELAND COMMERCIAL
 - RP RESOURCE PROTECTION
 - C CONSERVATION
 - SP STREAM PROTECTION

See table of uses on following pages

Section 3.4 Permitted, Conditional, and Excluded Uses by District

DISTRICTS:										
LAND USE:	VR 1 VR 2	R 1 R 2	SR 1 SR 2 SR 3 SR 5	RW 2 RW 3	VC	SC	C	RP	SP	VR3
RESIDENTIAL										
Dwelling 1 & 2 Family	CEO	CEO	CEO ^(d)	CEO	CEO	CEO ^(d)	C	C ⁸	C ⁴	X
Dwelling, Multiple	C	C	C	C	C	X	C	X	X	X
Accessory Residential Dwelling Unit	CEO	CEO	CEO	CEO	CEO	C	C	C ⁸	C ⁴	C ^e
Accessory structures including structural additions and guest houses ^(c)	CEO	CEO	CEO	CEO	CEO	CEO	C	C ⁸	C ⁴	X
Cluster and Workforce Subdivisions	C	C	X	C	C	X	X	X	X	X
<u>Residential Storage Building/Shed</u>	<u>CEO</u>	<u>CEO</u>	<u>CEO</u>	<u>CEO</u>	<u>CEO</u>	<u>CEO</u>	<u>C</u>	<u>C⁸</u>	<u>C⁴</u>	<u>X</u>
Mobile Home Park	C	X	X	X	X	X	X	X	X	X

- (c) A separate garage is an accessory structure. A separate garage with a dwelling unit shall be deemed a dwelling unit.
- (d) See Section 6B.11.3 (Lots)

DISTRICTS:			SR 1							
LAND USE:	VR 1	R 1	SR 2	RW 2	VC	SC	C	RP	SP	VR3
	VR 2	R 2	SR 3	RW 3						
			SR 5							

(e) Accessory residential dwellings in the VR3 District must be for staff housing only.

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SECTION 8 DEFINITIONS

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RESIDENTIAL STORAGE BUILDING/SHED: A structure or building used primarily for storage purposes.

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The Warrant Committee moved and seconded to recommend passage of Article 17. A voice vote was called, and Article 17 passed.

Article 18. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance to remove the air landing sites” be enacted as set forth below?

Explanatory Note: This Article removes air landing sites from section 6B in the ordinance.

6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

6B.1 Agriculture

In non-shoreland areas, all spreading, or disposal of manure shall be accomplished in conformance with the Manure Utilization Guidelines published by the Maine Department of Agriculture on November 1, 2001, and the Nutrient Management Law (7 M.R.S.A. sections 4201-4209). In shoreland areas, all spreading, or disposal of manure shall comply with Section 6C.1.

6B.2 ~~Air Landing Sites~~ RESERVED

~~No air landing site shall be developed or used for such purpose without Conditional Use Approval of the Planning Board.~~

The Warrant Committee moved and seconded to recommend passage of Article 18. Questions were asked and answered by Noel Musson. A voice vote was called, and Article 18 passed.

Article 19. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance regarding the definition of Marina and Expansion of Use” be enacted as set forth below?

Explanatory Note: *This Article adds language to the definitions for Marina’s and Expansion of a Use to clarify that the Harbor Master regulates moorings and that an expansion of use does not include adding moorings.*

SECTION 8 DEFINITIONS

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EXPANSION OF A USE: The additional use of more footprint of a structure, land or water area devoted to a particular use; additional one or more weeks of the use’s operating season; or additional business hours of operation. Excludes moorings that are regulated by the harbormaster.

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MARINA: A business establishment having frontage on navigable water and providing for hire docking facilities or moorings at its location unless such uses are incidental to the principal use of the property. In addition, it may also provide other services such as: boat storage and repair; boat sales; boat hauling and launching; bait and tackle sales; sale of marine supplies and marine fuel. Placement of moorings are exclusively regulated by the Harbor Master consistent with the Harbor Ordinance and Maine Revised Statutes, Title 38, Chapter 1.

The Warrant Committee moved and seconded to recommend passage of Article 19. A voice vote was called, and it was the opinion of the moderator that Article 19 passed.

Article 20. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance to amend the deadline for establishment of use” be enacted as set forth below?

Explanatory Note: *This Article changes the timeframe for establishment of use for a conditional use from 12 months to 24 months.*

SECTION 5 CONDITIONAL USE APPROVAL

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5.5 Deadline for establishment of use

Unless more restrictive criteria are required in another section of this Ordinance, the proposed use

must be established within ~~twelve (12)~~ twenty-four (24) months of the date of approval of the Conditional Use Application. Otherwise, the approval lapses and a new application is required. The beginning of construction or the commencement of business shall constitute establishment.

The Warrant Committee moved and seconded to recommend passage of Article 20. A voice vote was called, and it was the opinion of the moderator that Article 20 passed.

Article 21. Shall an ordinance dated May 2, 2023, and entitled “Amendments to the Land Use Zoning Ordinance to correct the date for when a lot was be created for purposes of applying the access provisions in 6B.11(2)” to be enacted as set forth below?

Explanatory Note: This Article makes a house keeping correction to date for when a lot was be created for purposes of applying the access provisions in 6B.11(2).

6B.11 Lots

1. Minimum lot size. See section 3.5.

2. Access.

1. Lots created on or after ~~June 6~~May 5, 2015. No lot created on or after ~~June 6~~May 5, 2015, shall be built upon or otherwise developed unless it has a private road or driveway for access to a public way by a valid right of way benefiting the lot (or a combination of driveway and/or one or more private roads) or by ownership of land abutting the public way. If more than 2 lots are accessed by the same private road, then it must meet the Street Design and Construction Standards of Section 5.14 of the Subdivision Ordinance. If no more than 2 lots are accessed by the same private road or driveway, then it must meet either the said Street Design and Construction Standards or the Driveway Construction standards of Section 6B.6 of this Ordinance. A pre-existing primary access drive that serves up to 2 existing lots need not meet the requirements of Section 6B.6. All such lots must maintain safe access for fire, police, and emergency vehicles, as determined by the Code Enforcement Officer. In determining whether lots maintain safe access, the Code Enforcement Office may seek guidance from the Fire Chief.

2. Lots created before ~~June 6~~May 5, 2015. Any lot created before ~~June 6~~May 5, 2015, shall not be further built upon or otherwise further developed unless it has a private road or driveway for access to a public way by a valid right of way benefiting the lot (or a combination of driveway and/or one or more private roads) or by ownership of land abutting the public way, but the said private road or driveway need not meet the requirements of Section 6B.6 of the Land Use Zoning Ordinance. All such lots must maintain safe access for fire, police, and emergency vehicles, as determined by the Code Enforcement Officer. In determining whether lots maintain safe access, the Code Enforcement Officer may seek guidance from the Fire Chief.

The Warrant Committee moved and seconded to recommend passage of Article 21. A voice vote was called, and it was the moderator’s opinion that Article 21 passed.

Article 22. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance to clarify where the setback is measured from a road or right-of-way” be enacted as set forth below?

Explanatory Note: This Article clarifies where a road setback is measured from.

SECTION 3 LAND USE DISTRICTS

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Section 3.5 Dimensional Requirements for Districts: minimum area, width of lots, setbacks, etc.

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NOTES:

(b) Refer to setback as defined in Section 8.

(c) Setbacks from pPublic and private roads are measured from edge of road surface, or edge of legally established right of way if no road exists. ~~Where the setback is from a private road or right of way, the setback shall be equal to the property line setback requirements of the district in which the property is located.~~

The Warrant Committee moved and seconded to recommend passage of Article 22. A voice vote was called, and Article 22 passed.

Article 23. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance regarding the footprint limitation for principal and accessory structures in the shoreland zone” be enacted as set forth below?

Explanatory Note: This Article provides a housekeeping change to make the local ordinance consistent with Shoreland Zoning by increases the footprint limitation for principal and accessory structures in the shoreland zone from 15% to 20% which is more consistent with the State guidelines.

SHORELAND ZONING STANDARDS

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6C.8 Principal and Accessory Structures

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6. ~~15%~~20% footprint limitation. The total footprint area of all structures, parking lots and other -vegetated surfaces, within the shoreland zone shall not exceed ~~fifteen~~twenty (1520) percent of the lot or a portion thereof, located within the shoreland zone, including land area previously developed, except in the Shoreland Commercial District adjacent to tidal waters, where lot coverage shall not exceed seventy (70) percent.

The Warrant Committee moved and seconded to recommend passage of Article 23. A voice vote was called, and it was the moderator’s opinion that Article 23 passed.

Article 24. Shall an ordinance dated May 2, 2023 and entitled “Amendments to the Land Use Zoning Ordinance to allow exceptions to the height limitations consistent with State

Shoreland Zoning Laws” be enacted as set forth below? **See Appendix B (pgs.44 - 46) for language**

Explanatory Note: This Article allows an exception to how height is measured when a structure is located within an area of special flood hazard.

The Warrant Committee moved and seconded to recommend passage of Article 24. A voice vote was called, and Article 24 passed.

There was a brief pause while Selectboard member Martha Dudman presented Ellen Kappes, post houmous, with the Spirit of America Award for her years of dedicated service to the residents and Town of Mount Desert. Her son, Alex Kimball accepted the award on her behalf with gratitude.

Article 25. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Board of Selectmen to accept Conditional Gifts (MRSA 30-A, §5654), Unconditional Gifts (MRSA 30-A §5655), equipment, proceeds from sale of fire equipment or funds on behalf of the Municipal Fire Department. It is understood that any funds received will be placed in the Fire Equipment Reserve Fund.

The Warrant Committee moved and seconded to recommend passage of Article 25. A voice vote was called, and Article 25 passed.

Article 26. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Board of Selectmen to lease a portion of the so-called Visitor Center at the Northeast Harbor Marina to the Ticket Booth operators for a term of one (1) year beginning July 1, 2023 under such terms and conditions as the Board of Selectmen, in its sole discretion, deems to be in the best interests of the Town.

The Warrant Committee moved and seconded to recommend passage of Article 26. A voice vote was called, and Article 26 passed.

Article 27. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Board of Selectmen, to lease a portion of the so-called Visitor Center at the Northeast Harbor Marina to the Mount Desert Chamber of Commerce for a term of one (1) year beginning July 1, 2023 under such terms and conditions as the Board of Selectmen, in its sole discretion, deems to be in the best interests of the Town.

The Warrant Committee moved and seconded to recommend passage of Article 27. A voice vote was called, and Article 27 passed.

Article 28. To see if the Inhabitants of the Town of Mount Desert will authorize the Board of Selectmen to enter in to a ten-year (10) lease with the Town of Cranberry Isles, for 123 parking spaces in the Town Office Municipal parking lot, under terms and conditions the Board deems advisable. A copy of the lease document shall be on file at the Town office and available for public inspection no less than seven (7) days prior to the Town Meeting and that copy shall

be certified as accurate by the Town Clerk. **See Appendix C (pgs.47 - 55)**

The Warrant Committee moved and seconded to recommend passage of Article 28. A voice vote was called, and Article 28 passed.

Article 29. To see if the Inhabitants of the Town of Mount Desert will authorize the Board of Selectmen, to negotiate and enter into an agreement with the Neighborhood House Club, Inc. for management and maintenance of the municipal swimming pool, for a term of one (1) year beginning July 1, 2023 under such terms and conditions as the Board of Selectmen, in its sole discretion, deems to be in the best interests of the Town.

The Warrant Committee moved and seconded to recommend passage of Article 29. A voice vote was called, and Article 29 passed.

Article 30. To see if the Inhabitants of the Town of Mount Desert (Town) will vote to sell a surplus emergency standby Kohler 80 kW Generator to the Mount Desert Island Regional School District (MDI High School) for a lump sum cost of \$12,500 on an as is where is basis, said generator being the same generator that was leased by the MDI High School from the Town for \$1.00 in September 2022, and is presently in place and in use at the MDI High School, with said lease scheduled to terminate on or before June 1, 2023, and further to authorize the Board of Selectmen or their designee to execute any and all contracts and documents and do any and all things necessary or convenient to accomplish the Sale.

The Warrant Committee moved and seconded to recommend passage of Article 30. A voice vote was called; it was the opinion of the moderator that Article 30 passed.

Article 31. Shall the voters of the Town of Mount Desert authorize the Selectboard to negotiate and complete the sale of the 2013 ambulance received by the Town by gift of the Northeast Harbor Ambulance Service ("NEHAS") on or about April 26th, 2022 by returning it to NEHAS for \$1 pursuant to the terms of the gift instrument by which NEHAS donated it to the Town?

The Warrant Committee moved and seconded to recommend passage of Article 31. A voice vote was called, and it was the opinion of the moderator that Article 31 passed as presented.

Moderator Miller asked the Public if he could forgo reading the article in its entirety and read only the beginning and the explanatory note for the following article. The Public disagreed and the article was read fully.

Article 32. To see if the Town of Mount Desert will vote to accept Patterson Hill Road (exclusive of Clubhouse Way) serving the Patterson Hill Subdivision, as it is defined below and subject to the conditions set forth below.

Section 1. Patterson Hill Road (the "Road") is a private road located in the Village of Somesville off State Route 102, approximately 1,800 feet in length, including a cul-de-sac. The owners of the Road have offered voluntarily to transfer their interests in the

Road to the Town without claim for damages, pursuant to a deed that the said owners have filed with the municipal officers. The Town shall accept the Road as a Public Road in conformance with the Town's Public Road Acceptance Ordinance (the "Ordinance") as last amended at the May 8, 2018, annual Town meeting, provided that all conditions of the Ordinance to be met for a private road to become a public road have been met to the satisfaction of the Board of Selectmen as determined at a meeting of said Board on or before April 30, 2024. Said conditions include, but are not limited to, the following:

First, the said owners shall deliver their deed to the Town, duly executed and in proper form for recording, conveying in fee simple, without condition, exception, or reservation, the full title to the land underlying the Road, being a strip of land 50 feet in width or greater, as laid out in the said subdivision. Notwithstanding the delivery of said deed, the deed shall not be deemed to have been accepted until and unless the Board of Selectmen has determined that all of the said conditions have been met, as provided above. The cost of preparing, executing, and delivering said deed shall be paid by the said owners.

Second, the said owners shall have provided to the Town Manager, on or before April 30, 2024, evidence of good title to the Road, as set forth in item "First" above, allowing use of the Road as a Public Road. Such evidence shall be in the form of a commitment for title insurance insuring the Town of the said condition of the title to the Road and the underlying land, issued by a title insurer satisfactory to the Town Manager and at a satisfactory premium. The cost of obtaining such commitment shall be paid by the said owners.

Third, the Town Manager shall have been able to obtain a letter from an attorney satisfactory to the Town Manager, certifying that said commitment for title insurance is sufficient to protect the Town's interests.

Section 2. The Board of Selectmen or its designee is authorized to execute and undertake all documents and actions necessary or convenient to facilitate the transfer of ownership of the Road to become a Public Road as set forth in this Article.

Section 3. The acceptance of the Road shall occur and be effective only when the Board of Selectmen has made the determination of satisfactory completion of all conditions, as set forth above. Said determination may be made at any date on or before April 20, 2024. **See Appendix D (pg.56)**

The Warrant Committee moved and seconded to recommend passage of Article 32 as written. A voice vote was called, and it was the opinion of the moderator that Article 32 passed as presented.

Moderator Miller asked the Public if he could forgo reading the article in its entirety and read only the beginning and the explanatory note for the following article. The Public disagreed and the article was read fully.

Article 33. To see if the Town of Mount Desert will vote to accept the existing private sanitary sewer collection and conveyance system serving the Patterson Hill Subdivision, as the

same is defined below and subject to the conditions and requirements set forth below.

Section 1. Patterson Hill Subdivision is served by an existing private sanitary sewer collection and conveyance system (the "Sewer System") located in Patterson Hill Road, Clubhouse Way, and State Route 102, all in the Village of Somesville, including approximately 1,800 feet in length of private gravity sewer pipe, one private sanitary sewer duplex submersible pump station, and one private pressure pipe approximately 250 feet in length, and not including any building sewers. The owners of the Sewer System have requested the Town to assume ownership and associated future maintenance and repair of the Sewer System. The Town shall accept the Sewer System, making it a public Sewer System, in accordance with the Town's Sewer Ordinance, last amended May 3, 2022, provided that said assumption of ownership shall be conditioned upon the said owners (a) conveying the Sewer System to the Town by satisfactory agreements or other documents and (b) furnishing, installing, and bearing all costs associated with the completion of the following requirements and improvements to the Sewer System with all work to be conducted at mutually agreed upon times between Town staff and Patterson Hill subdivision representatives:

1. Ensure that the pump set-up is a duplex pump station with lead and lag pumps.
2. Slide the two pumps in the pump station up the rails to the surface to provide Town staff the ability to inspect them and to gather information off the metal plates typically found on such pumps.
3. Attempt to determine design flows, flow rates, and power needs of the pumps.
4. Operate each pump independently from the other and also in high flow conditions when both pumps are operating.
5. Inspect the concrete wet well for any structural damage such as cracks.
6. Provide an easement from Patterson Hill Road along Clubhouse Way to and around the pump station to provide access for Town staff on foot and with vehicles ranging in size from small automobiles to large vacuum trucks (the size of a large concrete mixer truck) for inspections, maintenance, and upgrades.
7. Identify the location of the pressure pipe located between the pump station and its discharge point in the gravity sewer in the street and, if at any point the pressure pipe varies from the previously described easement from Patterson Hill Road along Clubhouse Way to and around the pump station described above, the location of this variance in pressure pipe location is to be included in said easement.
8. Replacement/repair of the existing fifteen sanitary manhole chimneys.
9. Furnish and install a Zetron alarm at the pump station compatible with those in use at other pump stations throughout the Town.

Section 2. The Board of Selectmen or its designee is authorized to execute and undertake all documents and actions necessary or convenient to facilitate the transfers of ownership and operation set forth in this Article.

Section 3. The acceptance of the Sewer System shall occur and be effective only when all conditions and requirements, as set forth above, have been met to the satisfaction of the Board of Selectmen as determined at a meeting of said Board on or before April 30,

2025. **See Appendix D (pg.56)**

The Warrant Committee moved and seconded to recommend passage of Article 33 as written. A voice vote was called, and it was the opinion of the moderator that Article 33 passed as presented.

Article 34. To see if the Inhabitants of the Town of Mount Desert will amend the policy adopted March 1986 and amended May 4, 2010 and May 3, 2016 and entitled Town of Mount Desert Investment Policy as described and deleted through strikethrough markings. **See Appendix E (pgs. 57 - 59)**

The Warrant Committee moved and seconded to recommend passage of Article 34. Questions were asked and answered by Jacob Wright, Treasurer. A voice vote was called, and it was the opinion of the moderator that Article 34 passed as presented.

Article 35. To see if the Inhabitants of the Town of Mount Desert will vote to establish a new Debt Service Operating Reserve Account. The Selectboard shall be authorized to use funds appropriated to the Debt Service Operating Reserve Account to meet the goals of minimizing year to year fluctuations in debt service expense and utilizing pro-rata allocation of net interest/dividends within the Town's reserve investment portfolio to subsidize future debt service payments. Said reserve may not be used for debt service attributable to enterprise fund(s).

The Warrant Committee moved and seconded to recommend passage of Article 35. A voice vote was called, and it was the opinion of the moderator that Article 35 passed as presented.

Article 36. To see if the Inhabitants of the Town of Mount Desert will vote to transfer the balance held in the Police Training Cost Reserve account 4040100- 24473 to the Police Capital Improvement Reserve account 4040100-24405.

Explanatory Note: Police training went to a fully integrated system with BHPD in 2020. The balance of the Police Training Cost Reserve as of January 30, 2023 is \$66,793.51. The actual transfer amount will differ based on subsequent pro-rata allocation of portfolio performance.

The Warrant Committee moved and seconded to recommend passage of Article 36. A voice vote was called, and it was the opinion of the moderator that Article 36 passed as presented.

Article 37. To see if the Inhabitants of the Town of Mount Desert will vote to transfer the balance held in the Assessor Capital Improvement Reserve account 4020600-24208 to the Assessor Revaluation Reserve account 4020600-24207.

Explanatory Note: The Vision Server was the only asset assigned to the Assessment Capital Improvement Reserve, which is no longer needed due to cloud hosted service. The balance of the Assessment Capital Improvement Reserve as of January 30, 2023 is \$8,543.63. The actual transfer amount will differ based on subsequent pro-rata allocation

of portfolio performance.

The Warrant Committee moved and seconded to recommend passage of Article 37. A voice vote was called, and it was the opinion of the moderator that Article 37 passed as presented.

Moderator Miller asked the Public if he could forgo reading the article in its entirety and read only the beginning and the explanatory note for the LUZO articles. The Public agreed.

Article 38. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$50,000.00 to pay for professional technical services including, but not necessarily limited to, topographical survey, design, permitting, and, bidding services for improvements to portions of the Town's sidewalks and curbing, with all sidewalk locations totaling approximately 4,160 feet and collectively referred to as (the "Project"); and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. Said improvements shall include the following segments: **See Appendix F (pgs. 60 - 62)** for maps showing the proposed Project area.

- in the Village of Somesville on the easterly side of State Route 102/Main Street across from the funeral home between the Masonic Hall and the Somesville Union Meeting House, a distance of approximately 800 feet and,
- in the Village of Northeast Harbor on the southerly side of Neighborhood Road from its intersection with Manchester Road to its intersection with Maple Lane, a distance of approximately 1,650 feet and;
- in the Village of Northeast Harbor on the southerly side of Sea Street beginning at the westerly end of the sidewalk in front of the Town office and extending easterly down the hill to, and ending at, Harbor Drive, a distance of approximately 350 feet and;
- in the Village of Seal Harbor on the westerly side of State Route 3/Main Street, beginning approximately 20 feet southerly of the entrance to the Seal Harbor wastewater treatment plant continuing southerly a distance of 85 feet across and in front of the Acadia Outdoor Center to a point approximately 20 feet northerly of the existing sidewalk in front of the Naturalists Notebook for a total length of improvements of 85 feet and;
- in the Village of Seal Harbor on the southerly side (the ocean side) of State Route 3/Peabody Drive, beginning at the paved access point to the Seal Harbor beach from State Route 3/Peabody Drive located across from the Town's public parking lot, then extending easterly along State Route 3/Peabody Drive a distance of approximately 450 feet then turning southerly onto Steamboat Wharf Road and continuing southerly a distance of approximately 885 feet, for a total distance of 1,275 feet ending at or near the northerly end of the existing wooden boardwalk located across from the Somesville Library.

The Warrant Committee moved and seconded to recommend passage of Article 38 as written. A voice vote was called, and it was the opinion of the moderator that Article 38 passed as presented.

Article 39. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$210,000.00 to pay for professional technical, and construction services including, but not necessarily limited to, site survey, design, bidding, and construction services for renovations of the two (2) existing Town owned tennis and

pickleball courts (the Courts) with said renovation to provide two fully functional tennis and pickleball courts; and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the renovation Project. **See Appendix G (pg. 63)** for a map showing the proposed Project area.

The Warrant Committee moved and seconded to recommend passage of Article 39 as written. A voice vote was called, and it was the opinion of the moderator that Article 39 passed as presented.

Article 40. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$780,000 to pay for professional, technical, and construction services including, but not necessarily limited to, topographical survey, design, permitting, bidding services, and construction for improvements to three (3) existing Town-owned parking lots (Project), and further to authorize the Board of Selectmen or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to accomplish the Project. Two of the three parking lots are identified as (1) the paved Town of Cranberry Isles Leased Lot southerly of the Town office building and (2) the paved Town Office Lower Level Parking Lot adjacent to the police and fire departments, as to which two said parking lots said improvements shall include, but not necessarily be limited to, reclaiming existing paved surfaces, replacing the existing traffic control islands with new ones, installing new LED dark-sky compliant lighting, and constructing surface water drainage improvements. The third said parking lot is identified as (3) the gravel parking lot located in the Village of Seal Harbor accessed off Route 3/Main Street northerly of the access driveway to the Seal Harbor wastewater treatment plant, as to which third said parking lot said improvements shall include removing existing soil material from the entire footprint of the lot and replacing it with new soil material used in roadway and parking lot construction, drainage improvements, and lighting. In all three of said parking lots, said improvements shall include the construction of new base and surface layers of bituminous concrete (pavement) and other associated work typically recognized by the industry to complete the intent of the Project; and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. **See Appendix H (pgs. 64 - 65)** for maps showing the proposed Project areas.

The Warrant Committee moved and seconded to recommend passage of Article 40. Questions were asked and answered by Brian Henkel, Public Works Director. A voice vote was called, and it was the opinion of the moderator that Article 40 passed as presented.

Article 41. *Shall the Town of Mount Desert* be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$900,000.00 to pay for professional, technical, and construction services including, but not necessarily limited to, topographical survey, design, permitting, bidding services, and construction of the relocation of a portion of the Town's existing sanitary sewer infrastructure consisting of approximately 400-feet of sanitary sewer pipe, manholes, and associated appurtenances to complete the relocation work (Project) in general conformance with industry standards for such work, and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the

Project. Said work is located in the Village of Somesville within the Maine Department of Transportation's (MDOT) right-of-way of State Route 3/198, and said relocation shall be in accordance with the MDOT requirement to do so, at the Town's expense, all in conformance with Section 13 of the MDOT Utility Accommodation Rules (17-229 CMR Chapter 210) (Rules) covering Bridges and Other Highway Structures, with said Rules stating that if there is a conflict between the location of infrastructure the Town was previously authorized by the MDOT to construct, and did construct and the anticipated construction of new infrastructure by the MDOT in the Village of Somesville, specifically replacing the existing bridge located in State Route 3/198 that conveys various modes of traffic across Kitteredge Brook including vehicular, cycling, and foot traffic, with a new bridge in the same general location of the existing bridge, then the previously authorized infrastructure must be relocated at the Town's expense. Said bridge replacement construction activities are tentatively scheduled to begin in 2023-2024, but if said bridge replacement construction activities are delayed, then the Project described in this Article shall also be delayed. **See Appendix I (pg. 66)** for a map showing the proposed Project areas.

The Warrant Committee moved and seconded to recommend passage of Article 41. A voice vote was called, and it was the opinion of the moderator that Article 41 passed as presented.

Article 42. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$360,000.00 to finance construction contract administration, inspection, and construction services associated with drainage improvements to the Beech Hill Cross Road (the Road) in the general area where Denning's Brook crosses under Beech Hill Cross Road, said improvements to be in conformance with the Maine Department of Environmental Protection StreamSmart program requirements and with said repairs to include, but not necessarily be limited to, replacing two corroded metal pipes with a concrete box culvert; placing stone riprap for stabilization and erosion control on the embankments along both sides of the Road; erecting guardrails along the top of the embankments along both sides of the Road and, placing earthen fill, loam and seed in the area and other amenities and appurtenances required to complete the improvements; and further to authorize the Selectboard or its designee to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. **See Appendix J (pg. 67)** for a map showing the proposed Project areas.

The Warrant Committee moved and seconded to recommend passage of Article 42 as written. Comments made, and questions were asked and answered by Jacob Wright. A voice vote was called, and it was the opinion of the moderator that Article 42 passed as presented with one abstention.

Article 43. Shall the Town of Mount Desert be authorized to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$250,000.00 to finance construction related services, including but not necessarily limited to, construction contract administration, inspection, and construction services associated with improvements and repairs to approximately 200-lineal feet of erosion of the Seal Harbor beach shoreline eroded by a strong storm surge in 2020, said damaged area located in the northeasterly portion of the waters of Seal Harbor per se, and located in general, down over the embankment westerly of the Steamboat Wharf Road with said improvements and repairs to include, but not necessarily be limited to, placing geotextile, anchor boulders, stone riprap, earthen fill, loam and seed and other amenities and appurtenances required to complete the improvements and repairs; and further to authorize the Selectboard or its designee

to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bond or note of the Town, which may be callable, and to accomplish the Project. **See Appendix K (pg. 68)** for a map showing the proposed Project areas.

The Warrant Committee moved and seconded to recommend passage of Article 43. A voice vote was called, and it was the opinion of the moderator that Article 43 passed as presented.

Article 44. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to accept and expend on behalf of the Town additional state, federal and other funds (including gifts and grants, as well as funds received under the American Rescue Plan Act and similar legislation) received during the fiscal year 2023-2024 for Town purposes, provided that such additional funds do not require expenditure of local funds not previously appropriated.

The Warrant Committee moved and seconded to recommend passage of Article 44. A voice vote was called, and it was the moderator's opinion that Article 44 passed.

Article 45. To see if the Inhabitants of the Town of Mount Desert will vote to approve July 1, each year, as the date on which all taxes shall be due and payable providing that all unpaid taxes on September 1, of each year, shall be charged interest at an annual rate of 8% (percent) per year. (*Tax Club members are exempt within the terms and conditions of the Town's Tax Club Agreement.*)

The Warrant Committee moved and seconded to recommend passage of Article 45 as written. A voice vote was called, and Article 45 passed.

Article 46. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Tax Collector to enter into a standard "tax club" agreement with taxpayers whereby: (1) the taxpayer agrees to pay specified monthly payments to the Town based on the taxpayer's estimated and actual tax obligation for current year property taxes (real estate and/or personal); (2) the Town agrees to waive interest on timely payments; (3) the Town authorizes the Tax Collector to accept payment of taxes prior to commitment of taxes; (4) the agreement automatically terminates if two consecutive payments are missed and the taxpayer thereupon becomes subject to the same due date and interest rate as other, nonparticipating taxpayers; (5) only taxpayers who are paid in full on their property tax obligations may participate; and (6) interested taxpayers shall apply annually for participation by the date shown on the application, date and application format to be determined by the Tax Collector.

The Warrant Committee moved and seconded to recommend passage of Article 46 as written. A voice vote was called, and it was the moderator's opinion that Article 46 passed.

Article 47. To see if the Town will vote to authorize the Tax Collector to accept pre-payment of property taxes not yet committed, not to exceed the estimated amount to be committed in the subsequent year, with no interest to be paid on same.

The Warrant Committee moved and seconded to recommend passage of Article 47. A voice vote was called, and Article 47 passed.

Article 48. To see if the Inhabitants of the Town of Mount Desert will vote to set the interest rate to be paid by the Town for abated taxes that have been paid at the rate of 4% (percent) per year.

The Warrant Committee moved and seconded to recommend passage of Article 48. A voice vote was called, and Article 48 passed.

Article 49. To see if the inhabitants of the Town of Mount Desert will vote to authorize expenditures to pay any tax abatements granted by the Assessor, Board of Assessment Review, or Selectboard together with any interest due thereon from the Town, during the fiscal year beginning July 1, 2023, in an aggregate amount not to exceed the property tax commitment overlay.

The Warrant Committee moved and seconded to recommend passage of Article 49. A voice vote was called, and Article 49 passed.

Article 50. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to dispose by public bid of Town-owned property, other than real property, with a value of thirty thousand dollars (\$30,000.00) or less under such terms and conditions as it deems advisable.

The Warrant Committee moved and seconded to recommend passage of Article 50 as written. A voice vote was called, and Article 50 passed.

Article 51. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to sell at public auction or by advertised sealed bid, and to convey titles obtained under tax deeds and under deeds of conveyance to the Inhabitants of the Town any land and/or buildings, including trailers, in lieu of payment of taxes except that the Selectmen have the power to authorize redemption. Municipal Officers shall use the special sale process required by 36 M.R.S. § 943-C for qualifying homestead property if they choose to sell it to anyone other than the former owner(s).

The Warrant Committee moved and seconded to recommend passage of Article 51. A voice vote was called, and Article 51 passed.

Article 52. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to contract for services, in amounts not to exceed appropriation for same, under such terms and conditions as it deems advisable.

The Warrant Committee moved and seconded to recommend passage of Article 52 as written. A voice vote was called, and Article 52 passed.

Article 53. To see if the Inhabitants of the Town of Mount Desert will vote to transfer Seven hundred and fifty thousand dollars (\$750,000.00) from the Undesignated Fund Balance Account

#100-38300 to reduce the 2023 – 2024 tax commitment.

The Warrant Committee moved and seconded to recommend passage of Article 53. Questions were asked and answered by Jacob Wright. A voice vote was called, and Article 53 passed.

Article 54. To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Selectboard to transfer up to two hundred and fifty thousand dollars (\$250,000) from the Capital Gains Reserve Account #400-24202 to reduce the 2023 – 2024 tax commitment. The exact amount, as limited by the aforementioned maximum value, shall be determined by the Selectboard's timely assessment of current and expected market conditions.

The Warrant Committee moved and seconded to recommend passage of Article 54 as written. A voice vote was called, and it was the opinion of the moderator that Article 54 passed as presented.

Article 55. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and/or appropriate as Revenue through Excise Taxes, Service Fees and miscellaneous sources for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 55 at the designated sum of \$1,965,157.00. A voice vote was called, and it was the moderator's opinion that Article 55 passed as presented.

Moderator Miller asked the Public if he could forgo reading the article in its entirety and read only the beginning and the explanatory note for the following article. The Public agreed.

Article 56. To see if the Inhabitants of the Town of Mount Desert will vote to ratify the overdraft that occurred in Public Works for the year ended June 30, 2022, in the amount of \$42,183.37. Said overage was primarily caused by expenditures in Department 515, Waste Management exceeding budgeted expectations by \$48,215.62 and Department 520, Buildings & Grounds exceeding budgeted expectations by \$18,125.51. The overdraft was charged to the Undesignated Fund Balance. Total appropriations for departments 501, 515, 520, 525, and 530 Highways, Waste Management, Buildings & Grounds, Parks & Cemeteries, and Environmental Sustainability for the fiscal year ended June 30, 2022 were \$2,729,726 and total expenditures recognized in said fiscal year amount to \$2,771,909.37.

Explanatory Note: Waste Management negative budget variance The Waste Management division of Public Works exceeded its budget of \$594,675 by \$48,215.62. This amount is the result of some budget lines being overspent and some being underspent. The primary items that resulted in the overdraft included:

- the increase in volume of trash, bulky waste, metals, construction demolition debris, waste wood, green wood, etc. that was delivered to the EMR transfer station in Southwest Harbor where the total costs exceeded the budgeted amount of \$230,000 by \$28,987 for a total cost of \$258,987 and,
- the resultant increase in volume of trash being delivered to the PERC facility when it was operational or to the Juniper Ridge Landfill in Old Town when PERC was closed

due to unforeseen maintenance, tipping floor fires, inability to handle the volume of trash being delivered to them, where the total costs exceeded the budgeted amount of \$132,500 by \$20,789.58 for a total cost of \$153,289.58 with both sites being used due to the waste processing facility in Hampden having been closed since May 2020 due to poor management and lack of funds to make improvements and,

- reopening our recycling center on January 1, 2022, without having budgeted funds for doing so resulting in the expenditure of \$16,349.41 unbudgeted funds.

Explanatory Note: Buildings & Grounds negative budget variance: The Buildings & Grounds division of Public Works exceeded its budget of \$230,026 by \$18,125.51. This amount is the result of some budget lines being overspent and some being underspent. The primary items that resulted in the overdraft included:

- General maintenance and repairs and building maintenance and repairs exceeded budgeted expectations by \$15,121.77, primarily due to sound dampening work that was done at the Visitors Center
- accounting for various insurance, retirement, and payroll related costs exceeding their budgeted amounts by \$6,279.95.

Moderator Miller stated that the audited amount has resulted in an adjustment in the final amount needing ratification. Jacob Wright explained the adjustment. Moderator Miller asked for a motion to amend the ratification amount to \$35,364.36.

Motion to amend the ratification amount to \$35,364.36 was made and seconded. Voice vote was called, and Article 56 was amended.

The Warrant Committee moved and seconded to ratify Article 56 as amended. A voice vote was called, and Article 56 passed as amended.

Article 57. To see if the Inhabitants of the Town of Mount Desert will vote to ratify the overdraft that occurred in Debt Service for the year ended June 30, 2022, in the amount of \$2,381.09. The overdraft was charged to the Undesignated Fund Balance. Said overdraft was caused by actual interest on certain debt service payments exceeding budgeted expectations. Total appropriations for the fiscal year ended June 30, 2022 for department 801 "Debt Service" were \$1,863,050 and total expenditures recognized in said fiscal year amount to \$1,865,431.09.

The Warrant Committee moved and seconded to ratify Article 57 as written. A voice vote was called, and Article 57 passed.

Article 58. To see if the Inhabitants of the Town of Mount Desert will vote to amend appropriations for department 801 Debt Service within the general operating fund for the fiscal year ending June 30, 2023 from \$1,736,705 to \$1,746,000. The difference in original and revised appropriations will be charged to the Undesignated Fund Balance, subject to actual variance(s) in audited activity. Such amendment in appropriations is necessitated primarily by the difference in interest expense budgeted for and actually incurred for Bond Series 2018 Road Projects.

The Warrant Committee moved and seconded to amend the general operating fund from fiscal year ending June 30, 2023 to \$1,746,000 in Article 58. A voice vote was called, and Article 58 passed as written.

Article 59. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 200 through 221 General Government – Governing Body (Selectboard), Municipal Management, Town Clerk, Registrar, Elections, Planning Board, Finance, Treasurer, Tax Collector, Assessment, Code Enforcement, Unallocated Funds, Human Resources, Technology, and Contracted Municipal and Community Oriented Services for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 59 in the amount of \$1,880,871.00. Questions asked and answered by Jacob Wright. A voice vote was called, and Article 59 passed.

Article 60. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 300 General Assistance Support for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 60 in the amount of \$5,000.00. Questions asked and answered. A voice vote was called, and Article 60 passed.

Article 61. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 350 Rural Wastewater Support for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 61 in the amount of \$222,066.00. A voice vote was called, and Article 61 passed.

Article 62. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 406 Street Lights for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 62 in the amount of \$11,250.00. A voice vote was called, and Article 62 passed.

Article 63. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 401, 405, 407, and 408 Public Safety – Police, Shellfish, Animal Control, and Communications (Dispatch) for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 63 in the amount of \$1,631,156.00. A voice vote was called, and Article 63 passed.

Article 64. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 403,404, and 409 Public Safety – Fire Department, Hydrants, and Emergency Management for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 64 in the amount of \$2,541,834.00. A voice vote was called, and Article 64 passed.

Article 65. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 501, 515, 520 and 525 Public Works - Roads, Waste Management, Buildings & Grounds, Parks & Cemeteries, and 530 Environmental Sustainability for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 65 in the amount of \$3,122,149.00. A voice vote was called, and Article 65 passed.

Article 66. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 505 and 506 Sewers (Wastewater Treatment) for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 65 in the amount of \$1,209,765.00. A voice vote was called, and Article 65 passed.

Article 67. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 605 Recreation (Public Pool ~Utilities & Maintenance) for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 67 in the amount of \$5,900.00. A voice vote was called, and Article 67 passed.

Article 68. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 701 Economic/Community Development for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 68 in the amount of \$10,000.00. Questions ask and answered by Durlin Lunt, Town Manager. A voice vote was called, and Article 68 passed.

Article 69. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 801 Debt Service for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 69 in the amount of \$2,203,989.00. A voice vote was called, and Article 69 passed.

Article 70. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 851 Third Party Request Agencies for the 2023 – 2024 Town Budget: Village Organizations, Recreation, and Public/Social Service Agencies, and Historical/Museums.

The Warrant Committee moved and seconded to recommend passage of Article 70 in the amount of \$180,437.00.

Questions were asked and answered regarding the difference in recommendations.

A motion to amend the amount to \$202,437.00 was made and seconded by the Warrant Committee. Comments by the public were made as well as from selectboard members. A voice vote was called.

A hand count vote was taken after the moderator couldn't determine a clear verdict via voice vote. The motion to take the vote by hand count passed.

A motion to amend the amount of Article 70 to \$202,437.00 passed with 47 ayes and 20 nays.

A voice vote was called, and Article 70 passed in the amount of \$202,437.00.

Article 71. To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 991 Capital Improvement Plan transfers for the 2023 – 2024 Town Budget.

The Warrant Committee moved and seconded to recommend passage of Article 71 in the amount of \$1,084,314.00. A voice vote was called, and Article 71 passed.

Article 72. To see if the Inhabitants of the Town of Mount Desert will vote to increase the property tax levy limit by \$565,775.00. **See Property Tax Levy Limit Worksheet (pg. 70 - 71).**

Explanation: *The State Legislature passed a "tax reform" law known as LD#1. This bill created a maximum municipal tax levy based upon this year's tax, plus an allowance for inflation and the Town's tax base growth due to new construction. However, LD#1 allows Mount Desert voters to increase that tax cap with the approval of a simple majority of the voters at Town Meeting. The only requirement is that a secret vote must be taken by written ballot.*

A brief explanation was made by Kyle Avila, Assessor that after the warrant had gone to print, it was determined that there is no longer a need to increase the tax levy limit and therefore no vote is needed. Article 72 could be passed over.

There was no question, comment, or discussion from the Public.

No vote was called, and Article 72 was passed over.

Article 73. To see if the Inhabitants of the Town of Mount Desert will vote to ratify the Selectboard's approval of the Marina Proprietary Fund budget.

The Warrant Committee made no recommendation. A voice vote was called, and Article 73 was ratified.

Article 74. To see what sum the School Board will be authorized to expend for Regular Instruction for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 74 in the amount of

\$2,071,937.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 74 was voted to be passed as moved.

Article 75. To see what sum the School Board will be authorized to expend for Special Education for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 75 in the amount of \$781,789.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 75 was voted to be passed as moved.

Article 76. To see what sum the School Board will be authorized to expend for Career and Technical Education for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 76 in the amount of \$0.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 76 was voted to be passed as moved.

Article 77. To see what sum the School Board will be authorized to expend for Other Instruction for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 77 in the amount of \$112,456.00. Questions from the Public answered by Nancy Thurlow, Finance Manager MDIHS. A voice vote was called and Article 77 was voted to be passed as moved.

Article 78. To see what sum the School Board will be authorized to expend for Student & Staff Support for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 78 in the amount of \$584,382.00. Questions from the Public answered by Nancy Thurlow. A voice vote was called and Article 78 was voted to be passed as moved.

Article 79. To see what sum the School Board will be authorized to expend for System Administration for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 79 in the amount of \$116,280.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 79 was voted to be passed as moved.

Article 80. To see what sum the School Board will be authorized to expend for School Administration for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 80 in the amount of \$321,378.00. Questions from the Public answered by Nancy Thurlow. A voice vote was called and Article 80 was voted to be passed as moved.

Article 81. To see what sum the School Board will be authorized to expend for Transportation & Buses for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 81 in the amount of \$208,791.00. Questions from the Public answered by Nancy Thurlow. A voice vote was called and Article 81 was voted to be passed as moved.

Article 82. To see what sum the School Board will be authorized to expend for Facilities Maintenance for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 82 in the amount of \$932,971.00. Questions from the Public answered by Michael Zboray, Superintendent and Brian Henkel School Board Chair. A voice vote was called and Article 82 was voted to be passed as moved.

Article 83. To see what sum the School Board will be authorized to expend for Debt Service and Other Commitments for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 83 in the amount of \$0.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 83 was voted to be passed as moved.

Article 84. To see what sum the School Board will be authorized to expend for All Other Expenditures for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 84 in the amount of \$75,000.00. There was no question, comment, or discussion from the Public. A voice vote was called and Article 84 was voted to be passed as moved.

Hand Count Vote Required for Article 85

Article 85. To see what sum the voters of the Town of Mount Desert will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act (**Recommend \$2,090,710.00**) and to see what sum the voters of the Town of Mount Desert will raise as the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688 for the period July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 85 in the amount of \$1,791,684.00. Questions from the Public answered by Nancy Thurlow. A vote by hand count was called and Article 85 was voted to be passed as moved, 74 in favor, 0 opposed.

Hand Count Vote Required for Article 86

Article 86. To see what sum the voters of the Town of Mount Desert will raise and appropriate for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, non-state funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the Town of Mount Desert's contribution to the total cost of funding public education from kindergarten to grade 12 for the period July 1, 2023 and ending June 30, 2024.

The Warrant Committee moved and seconded passage of Article 86 in the amount of \$0.00. There was no question, comment, or discussion from the Public. A vote by hand count was called and Article 86 was voted to be passed as moved, 71 in favor, 0 opposed.

Written Ballot Vote Required for Article 87

Article 87. To see what sum the voters of the Town of Mount Desert will raise and appropriate in additional local funds for school purposes (**Recommend: \$2,587,458.00**) for the period July 1, 2023 and ending June 30, 2024, which exceeds the State's Essential Programs and Services allocation model by (**Recommend: \$2,587,458.00**) as required to fund the budget recommended by the school Board.

The School Board recommends **\$2,587,458.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$2,587,458.00**: The State funding model underestimates the actual costs to fully fund the 2023-2024 budget.

The Warrant Committee recommends **\$2,587,458.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$2,587,458.00**: The State funding model underestimates the actual costs to fully fund the 2023 – 2024 budget. (16 Ayes; 0 Nays)

The Warrant Committee moved and seconded passage of Article 87 in the amount of \$2,587,458.00. There was no question, comment, or discussion from the Public. A written vote was called and Article 87 was voted to be passed as moved, 70 in favor, 2 opposed.

Hand Count Vote Required for Article 88

Article 88. To see what sum the voters of the Town of Mount Desert will authorize the School Board to expend for the fiscal year beginning July 1, 2023 and ending June 30, 2024 from the Town's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Appendices

An underline indicates an addition and a ~~strike through~~ indicates a deletion.

APPENDIX A (Article 9; pg. 6 of the warrant)

TOWN OF MOUNT DESERT PUBLIC WATER SUPPLY PROTECTION ORDINANCE

This ordinance, as enacted at the May 2, 2023 Annual Town Meeting, repeals the No Swimming Ordinance ratified May 5, 2009

AND the
Ordinance Limiting Motor Vehicle Access to Great Ponds ratified May 5, 2009

Enacted May 2, 2023

Section 1. Title. This Ordinance shall be known and may be cited as the “Public Water Supply Protection Ordinance”

Section 2. Authority. 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.), 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) and 30-A M.R.S.A. §4452.

Section 3. Purpose. The purpose of this ordinance is to protect the water quality of Jordan, Upper and Lower Hadlock Ponds, the Mount Desert drinking water supply and its sources, as well as the health, safety, and welfare of persons dependent upon such supplies. The provisions of this ordinance pertaining to surface water use and water-related activities include any activity in, on, or from the surface water or the frozen water of Jordan, Upper and Lower Hadlock Ponds and their sources.

Section 4. Applicability. The Ordinance shall apply to: Jordan Pond in Seal Harbor and Upper Hadlock Pond and Lower Hadlock Pond in Northeast Harbor (together, the “Ponds”). This Ordinance supersedes and replaces the “No Swimming Ordinance re Upper Hadlock Pond, Lower Hadlock Pond and Jordan Pond” as well as the “Ordinance Limiting Motor Vehicle Access to Great Ponds.”

Section 5. Protection of Water Supply Generally

- A. It shall be unlawful for any person to pollute, threaten, jeopardize, or render impure, turbid or offensive the waters of the Ponds or their sources.
- B. The owner or operator of a motorized vehicle, boat or ice shack that sinks beneath the water or ice of one of the Ponds, or any of their sources, must contact the Mount Desert Water District or Police Department as soon as safety permits.

Section 6. Motor Vehicles Prohibited From Icebound Surface of Ponds. No person shall operate a motor vehicle on the icebound surface of the 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 Ponds.

The Warrant Committee moved and seconded passage of Article 88 in the amount of \$5,204,984.00. There was no question, comment, or discussion from the Public. A vote by hand count was called and Article 88 was voted to be passed as moved, 69 in favor, 0 opposed.

Article 89. In addition to the amount in Articles 75 – 89, shall the School Board be authorized to expend such other sums as may be received from state or federal grants or programs or other sources during the fiscal year 2023-2024 for school purposes provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Moderator Miller noted that the article should read “In addition to the amount in Articles 74-88” instead of Articles 75-89 because of an adjustment in the warrant by the removal of a previous article.

The Warrant Committee moved and seconded Motion to amend article 89 to reference Articles 74-88 in lieu of 75-89. A voice vote was called, and Article 89 was amended.

The Warrant Committee moved and seconded passage of Article 89 as amended. A voice vote was called, and Article 89 passed as amended.

Adjournment

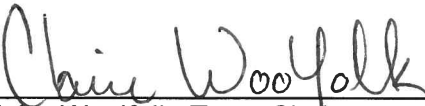
Moderator Miller thanked members of the community for electing him to serve as moderator. He also thanked the Town residents applaud themselves for staying until the end of the meeting to ensure the quorum.

Select Chair John Macauley thanked Mr. Miller for stepping into the daunting role as moderator and asked that the residents show their appreciation.

Other residents thanked Mr. Miller and the Warrant Committee for their hard work for the preparation of Town Meeting.

At 8:23 p.m. Moderator Miller asked for a motion to adjourn. It was moved and seconded to adjourn the meeting. A voice vote was called and the meeting was adjourned.

Duly recorded:



Claire Woolfolk, Town Clerk
Town of Mount Desert

Attest: A True Copy

Town Clerk, Mount Desert

Section 7. 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) as of the date of adoption of this Ordinance 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 8. Water Withdrawal. Water withdrawal from the Ponds and is not allowed. No pumping or siphoning of water out of our drinking water sources by parties other than the Mount Desert Water District or the Town of Mount Desert is allowed unless for fire department use.

Section 9. Boats. Traditional row boats with or without motors less than 10hp, kayaks and canoes are allowed uses onthe Ponds. Evolving watercraft including but not limited to sailboats, sailboarding, and paddle boards, as well as boats with motors in excess of 10 hp, are not permitted.

Section 10. Ice Shacks and On-ice Activities.

- A. Ice shacks and other similar structures providing temporary protection on the Ponds are allowed.
- B. Disposal or abandonment of bottles, cans, ash, trash, human waste, pet waste, building materials or equipment on the ice or in the water of the Ponds is prohibited. Anything brought on the ice must be packed out.
- C. Ice Shack placement and removal on the Ponds must follow all state laws. However, the Mount Desert Water District has the right to require ice shacks to be removed from the ice during ice-fishing season when local weather conditions create thinning/poor quality ice potentially causing its source water to be at risk. If the owner or occupant of the shack will not remove the shack voluntarily, the Mount Desert Water District and/or the Town may do so, with any associated costs payable by the person or persons who constructed or occupied the shack.
- D. The Mount Desert Water District or other appropriate municipal staff may inspect temporary structures and their surrounding environments at any time for conformance with this Ordinance.

Section 11. No Swimming. It shall be unlawful:

- A. For any person or persons to swim or wade in the waters of the Ponds.
- B. For the owner or person in control of any domestic animal to allow such domestic animal to enter waters of the Ponds.
- C. To leave any domestic animal waste within the watershed(s) of the Ponds.

Section 12. Penalty and Costs.

Any person or entity violating the provisions of this ordinance shall be liable to a civil penalty in accordance with 30-A M.R.S.A. §4452 as summarized below:

- A) Monetary penalties may be assessed on a per-day basis.
 - 1. The minimum penalty for a specific violation is \$100;
 - 2. The maximum penalty outside a resource protection zone is \$2,500;
 - 3. The maximum penalty is \$5,000 for any violation within a resource protection zone;
 - 4. The maximum penalty is increased to \$25,000 when it is shown that there has been a previous conviction of the same party within the past 2 years for a similar violation.
 - 5. The maximum penalty may be increased if the economic benefit resulting from the violation exceeds the applicable penalties

- B) In addition to penalties, legal fees may also be awarded as provided by court rule. 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, ATV, snowmobile, boat, ice-shack or any other foreign object from the pond.

- C) The violator may be ordered to correct, abate or mitigate the violations.

- D) In setting a penalty, the following shall be considered:
 - 1. Prior violations by the same party;
 - 2. The degree of environmental damage that cannot be abated or corrected;
 - 3. The extent to which the violation continued following an order to stop.

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.), and Title 22, Subtitle 2, Part 5, Chapter 601, Subchapter 4, Article 141, § 2642 (22 M.R.S.A. § 2642).

The original ordinances “No Swimming Ordinance re Upper Hadlock Pond, Lower Hadlock Pond and Jordan Pond” as well as “Ordinance Limiting Motor Vehicle Access to Great Ponds” were, 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. They are hereby superseded and replaced.

This Ordinance shall be enforced by the Police Department of the Town of Mount Desert. 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.

The effective date of this Ordinance is May 2, 2023.

APPENDIX B (Article 24; pg. 17 of the warrant)

SECTION 4 NON-CONFORMITIES

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4.3 Non-conforming Structures

1. **Expansions Outside the Shoreland Zone.** A structure located outside the shoreland zone which is nonconforming with respect to a dimensional requirement may be enlarged or extended in any other direction upon issuance of a building permit, provided that such activities otherwise comply with all provisions of this Ordinance.
2. **Expansions In the Shoreland Zone.** All new structures in the shoreland zone must meet the applicable shoreline setback requirements contained in Sections 3 (Land Use Districts) and 6 (Standards for Uses, Permits and Approval). A non-conforming structure in the shoreland zone may be added to or expanded after obtaining a permit from the same permitting authority as that for a new structure if such addition or expansion does not increase the non-conformity of the structure and is in accordance with the subsections of Section 4.3.2.
 - (a) Expansion of an accessory structure that is located closer to the normal high-water line of a water body, tributary stream, or upland edge of a wetland than the principal structure is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream, or wetland setback requirement.
 - (b) Expansion of any portion of a structure within 25 feet of the normal high-water line of a water body, tributary stream or upland edge of a wetland is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream, or wetland setback requirement.
 - (c) Notwithstanding Section 4.3.2(b), if a nonconforming principal structure is entirely located less than 25 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland, that structure may be expanded as follows, as long as all other applicable standards of this Ordinance are met, and the expansion is not prohibited by Section 4.3.2 above.
 - (i) The maximum total footprint for the principal structure may not be expanded to an area greater than 800 square feet or 30% larger than the footprint that existed on January 1, 1989, whichever is greater.
 - (ii) The maximum height of the principal structure may not be made greater than 15 feet or the height of the existing structure, whichever is greater.
 - (d) All other nonconforming principal and accessory structures that do not meet the water body, tributary stream, or wetland setback requirements may be expanded or altered as follows, as long as other applicable standards of this Ordinance are met and the expansion is not prohibited by Section 4.3.2 and subsections (a), (b) or (c) above.

- (i) For structures located less than 75 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland, the maximum combined total footprint for all structures may not be expanded to an area greater than 1,000 square feet or 30% larger than the footprint that existed on January 1, 1989, whichever is greater.
 - (ii) For structures located less than 75 feet from the normal high-water line of a water body, tributary stream or upland edge of a wetland, the maximum height of any structure may not be made greater than 20 feet or the height of the existing structure, whichever is greater.
 - (iii) For structures located less than 100 feet from the normal high-water line of a great pond, the maximum combined total footprint for all structures may not be expanded to an area greater than 1,500 square feet or 30% larger than the footprint that existed on January 1, 1989, whichever is greater.
 - (iv) For structures located less than 100 feet from the normal high-water line of a great pond, the maximum height of any structure may not be made greater than 25 feet or the height of the existing structure, whichever is greater.
 - (v) For structures located less than 100 feet from the normal high-water line of a great pond, any portion of those structures located less than 75 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland must meet the footprint and height requirements of Sections 4.3.2(d)(i) and (ii).
- (e) In addition to the limitations in Section 4.3.2 and subsections (a), (b) and (c) above, structures that are nonconforming due to their location within the Resource Protection District and are located at less than 250 feet from the normal high-water line of a water body or the upland edge of a wetland may be expanded or altered as follows, as long as other applicable standards of this Ordinance are met:
- (i) The maximum combined total footprint for all structures may not be expanded to an area greater than 1,500 square feet or 30% larger than the footprint that existed at the time the Resource Protection District was established on the lot, whichever is greater.
 - (ii) The maximum height of any structure may not be made greater than 25 feet or the height of the existing structure, whichever is greater.
 - (iii) Any portion of the structures located less than 100 feet from the normal high-water line of a great pond or a river flowing to a great pond, must meet the footprint and height requirements of Sections 4.3.2(d)(iii) and (iv).
 - (iv) Any portion of the structures located less than 75 feet from the normal high-waterline of a water body, tributary stream, or upland edge of a wetland must meet the footprint and height requirements of Sections 4.3.2(d)(i) and (ii).
- (f) Notwithstanding the limitations on height imposed under the paragraphs above, the height of a structure that is a legally existing nonconforming principal or accessory structure may be raised to, but not above, the minimum elevation necessary to be consistent with the local floodplain management elevation requirement or to 3 feet above base flood elevation, whichever is greater, as long as the structure is

relocated, reconstructed, replaced or elevated within the boundaries of the parcel so that the water body or wetland setback requirement is met to the greatest practical extent. This paragraph applies to structures that:

(i) Have been or are proposed to be relocated, reconstructed, replaced or elevated to be consistent with the local floodplain management elevation requirement; and

(ii) Are located in an area of special flood hazard.

(f)(g) Any approved plan for expansion of a nonconforming structure under Section 4.3.2 must be recorded by the applicant in the registry of deeds of the county in which the property is located within 90 days of approval. The recorded plan must include the existing and proposed footprint of structures on the property, the existing and proposed height of structures on the property, the shoreland zone boundary and evidence of approval by the permitting authority.

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SECTION 8 DEFINITIONS

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AREA OF SPECIAL FLOOD HAZARD: Land in a floodplain having a 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

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HEIGHT OF A STRUCTURE: The vertical distance between the mean original (prior to construction) grade at the downhill side of the structure and the highest point of the structure, excluding chimneys, steeples, antennas, and similar appurtenances that have no floor area. With respect to existing principal or accessory structures, including legally existing nonconforming structures, located within an area of special flood hazard that have been or are proposed to be relocated, reconstructed, replaced or elevated to be consistent with the minimum elevation required by a local floodplain management ordinance, the vertical distance between the bottom of the sill of the structure to the highest point of the structure, excluding chimneys, steeples, antennas and similar appurtenances that have no floor area.

Appendix C (Article 28; pg. 18 of the warrant)

LEASE

This Indenture of Lease, made this 2nd day of May 2023 by and between the **Town of Mount Desert**, a municipality located at Mount Desert, Hancock County, State of Maine (hereinafter "Landlord"), and the **Town of Cranberry Isles**, a municipality located in Hancock County, State of Maine, (hereinafter "Tenant") witnesseth that:

Recitals

In approving execution of this Lease, Landlord finds as follows:

- (1) Residents of the Town of Cranberry Isles are regular users of passenger ferry services originating at the Northeast Harbor town dock.
- (2) Said residents require the use of motor vehicle parking spaces for this purpose.
- (3) Designation of reserved parking spaces for the residents of Cranberry Isles is necessary to assure that other portions of the Town of Mount Desert municipal parking lot in Northeast Harbor remain available for Mount Desert town residents and other users of the harbor's facilities and for successful operation of the Landlord's municipal parking program; and
- (4) Execution of this Lease accordingly serves a valid public purpose of the Town of Mount Desert.

In approving execution of this Lease, Tenant finds as follows:

- (1) Residents of the Town of Cranberry Isles require access to motor vehicle parking facilities having direct mainland access via existing road connections and transportation facilities.
- (2) No such parking facilities are available within the municipal limits of the Town of Cranberry Isles.
- (3) Provision of such parking facilities is essential to the continued economic well-being of the Town of Cranberry Isles and its residents; and
- (4) Execution of this Lease accordingly serves a valid public purpose of the Town of Cranberry Isles.

Agreement

In consideration of the foregoing recitals and the mutual promises and rent to be paid as hereinafter set forth, Landlord and Tenant hereby mutually agree as follows:

1. Premises. Landlord, for and in consideration of the rent to be paid and the obligations to be performed by Tenant as hereinafter provided, demises and leases to Tenant, and Tenant takes and leases upon and subject to the conditions hereinafter expressed, a total of one hundred twenty-three (123) automobile parking spaces together with rights of access and egress thereto, as depicted on "Exhibit A" attached (hereinafter, the "Premises"); said Premises being a portion of the Landlord's municipal parking facilities located in the unincorporated village of Northeast Harbor, Town of Mount Desert, Hancock County, State of Maine.

Landlord reserves the right to temporarily or permanently substitute other parking spaces for any or all of the 123 parking spaces depicted in Exhibit A, if such substitution is deemed necessary by the Landlord in its sole discretion, in connection with future alterations or improvements of the Landlord's municipal parking facilities, or to provide for improved maneuvering or access by emergency vehicles; and provided that any such substitute parking spaces shall be of equal quality and shall not be located at a greater distance from the Town of Mount Desert town docks than the parking spaces being replaced. For purposes of this paragraph, the phrase "equal quality" means that the replacement spaces must be similar in size, surface treatment, and adequacy of access (turning and maneuver space) as the spaces being replaced.

2. Term. Tenant shall have and hold the Premises for a term of ten (10) years commencing on January 1, 2024, and expiring at midnight on December 31, 2033 (the "Term"), unless this Lease is sooner terminated as hereinafter provided.

Provided that this Lease shall remain in effect and in good standing at the expiration of the initial term and provided further that Tenant shall have fully cured any breaches of its obligations under this Lease arising during the initial term, Tenant shall have the right to renew this Lease for an additional term of ten (10) years commencing on January 1, 2034 and ending at midnight on December 31, 2043. Said renewal right shall be exercised by giving notice to the Landlord in writing no later than July 1, 2033. Upon Landlord's receipt of such notice, the parties shall meet for the purpose of negotiating the amount of rent to be charged by the Landlord for the renewal term. Upon agreement as to the amount of rent to be charged, the parties shall execute a lease for the renewal term. Unless otherwise agreed, the renewal term lease shall in all other respects be upon the same terms and conditions as this Lease, but shall not include a provision for additional renewals

3. Use. Tenant shall use the Premises to provide motor vehicle parking, including overnight parking, for residents of the Town of Cranberry Isles, and for no other purposes whatsoever without the Landlord's express prior written consent. Tenant's use of the Premises shall at all times comply with applicable regulations of all governmental authorities, including municipal traffic regulations of the Town of Mount Desert, provided that the Tenant shall have the sole right to determine the persons eligible to use the Premises for parking of motor vehicles. No more than 123 motor vehicles may be parked upon the Premises at any one time.

4. Enforcement. Tenant shall develop an annual permit system for authorized users of the 123 leased parking spaces. Tenant shall be solely responsible for designation of authorized users of the Premises, and for distribution of permits; provided that Tenant may also make permits

available for distribution by the Landlord to users designated on lists to be provided by the Tenant for this purpose. Tenant shall have the right to assign, and re-assign permits previously issued. All permits shall have a stated expiration date which shall appear on the permit. Tenant shall require that the permit or a decal indicating issuance of the permit and the expiration date thereof shall be affixed to motor vehicles to be parked on the Premises. Landlord shall prescribe the location on permittees' vehicles where the permit or decal is to be affixed.

Tenant shall be entitled to charge such fees as it shall determine for issuance of permits, provided that the total fees charged by the Tenant for use of the parking spaces in any year shall not exceed one hundred twenty-five percent (125%) of the total rent amount paid by the Tenant to the Landlord for that year. This amount shall be adjusted annually as provided in paragraph 5 below with respect to rent adjustments. Tenant shall not be entitled to operate the Premises as a paid parking lot for hourly or daily use by non-permit holders.

Landlord shall police compliance with the permit requirement for vehicles parking on the Premises. Landlord shall issue parking violation citations and take such other actions in accordance with Landlord's municipal parking ordinances or regulations as may be necessary to enforce the permit requirement. Any fines accrued and collected for such violations shall be retained by the Landlord. The Landlord's enforcement authority under this paragraph shall include the right to tow and impound any vehicle parked in violation of the Landlord's applicable parking ordinances or regulations.

5. Rent. Tenant shall pay to Landlord annually, as rent, the 2023 lease rate of forty thousand, two hundred seventy dollars (\$47,271.00), adjusted prior to going into effect on January 1, 2024 by the average change in the CIP-U for September 2021, September 2022, and September 2023. Tenant covenants and agrees to pay said rent to Landlord on or before July 15th of each and every year during the Term hereof. All payments will be made to Landlord at the address provided in section 14 below for notices, or to such agent and at such place as Landlord shall from time to time in writing designate to Tenant.

Rent Adjustments. For the second and subsequent years of the Lease Term, the amount to be paid by Tenant as rent shall be adjusted annually, based on the average percentage change in the United States Consumer Price Index – Urban ("CPI-U") for the month of September as published by the United States Department of Commerce for the three most recent years prior to the due date for the payment concerned. Landlord shall notify the Tenant in writing of the adjusted rent amount as soon as practicable after publication of the annual CPI-U figures. In the event the CPI-U index shall cease to be published during the Term of this Lease, annual rent adjustments shall be based on other generally accepted inflation indices selected by the Landlord for this purpose.

6. Taxes and Assessments. It is the parties' understanding that the Premises are owned and operated by the Landlord as a municipal parking facility in accordance with Title 30-A MRSA sec. 5401-5415, and as such are exempt from imposition of real or personal property taxes as provided in 30-A MRSA sec. 5413. In the event that Tenant shall be assessed and shall pay any real or personal property taxes with respect to the Premises, Tenant shall be entitled to a credit against the annual rent payment otherwise due hereunder, in the amount of such taxes paid by the Tenant for the year concerned.

7. Utilities and Maintenance.

a. Utilities. Landlord shall pay the cost of all common utilities serving the Property including electric utility charges for parking lot lighting.

b. Rubbish; Landscaping; Mowing. Tenant shall not permit or allow any trash or rubbish to accumulate in or about the Premises. Landlord shall be responsible for all exterior landscaping, landscape maintenance, grass mowing and leaf collection, at Landlord's sole expense.

c. Snowplowing; Winter Maintenance. Tenant shall be responsible for sanding or removal of snow and ice from the Premises, including parking areas, access areas, and immediately adjacent walkways and steps, as necessary. Tenant shall deposit all snow removed from the Premises in areas designated by the Landlord for this purpose.

d. Signage; Regulations. Landlord shall provide, install and maintain all necessary signs designating the 123 parking spaces on the Premises as reserved for use by Tenant's permittees. Tenant shall not, without Landlord's written permission, place any signs on or about the Premises. Landlord may post signs designating portions of the Premises as reserved for firefighter or emergency vehicle access or for pedestrian or bicycle use, so long as 123 parking spaces remain available for use by Tenant's permittees; and if so posted, Tenant shall cause its permittees to observe and comply with such signs.

e. Maintenance. During the term of this Lease, Landlord shall arrange for and pay the cost of all ordinary and capital maintenance and repairs to the Premises, to include line striping; patching and pothole repair; repaving; and reconstruction of the Premises and all adjacent access roads and sidewalks. Landlord reserves the right to temporarily close portions of the Premises as necessary to effect such maintenance or repairs.

8. Alterations to Premises. Tenant shall have no right to alter, renovate, enlarge, or otherwise structurally or modify the Premises, except with the Landlord's express prior written consent, and in accordance with such written plans as the parties may hereafter approve.

9. Access by Landlord. Landlord shall have access to the Premises at all reasonable hours for the purpose of maintaining and repairing the Premises, and for the purpose of maintaining, repairing or replacing subsurface or above-ground water, sewer and electrical utilities crossing the Premises, provided such access does not unreasonably interfere with the use of the Premises by the Tenant; and shall have such access at all times for emergency repairs, all in accordance with the requirements of the statutes of the State of Maine.

10. Surrender of Premises. Upon the expiration or other termination of this Lease, whether by reason of lapse of time or Tenant's default or otherwise, Tenant shall quit and surrender the Premises to Landlord in as good order and condition, as they now are or may be put into by the Landlord or the Tenant, ordinary wear expected, and damage by fire or other inevitable accident beyond the control of Tenant, or their agents, employees, guests, or invitees excepted, and any other item which it is the responsibility of Landlord to maintain or repair excepted, and Tenant shall remove all personal property of the Tenant as directed by Landlord. Any and all piping, electrical wiring, and fixtures installed by Tenant shall, upon the termination of this Lease, become the sole property of the Landlord.

11. Default. If (i) the Premises shall be abandoned by Tenant, or the estate hereby created shall be taken by process of law; (ii) the Tenant shall default in the payment of any rent or Deposit when due, whether or not demanded; (iii) the Tenant shall default in the faithful observance or performance of any other covenant to be performed or observed by Tenant under this Lease for ten (10) or more days after Landlord shall give to Tenant notice in writing of

such default and a demand to cure the same; (iv) there shall be filed by or against Tenant a petition under any chapter or chapters of the Bankruptcy Act of the United States, or any other insolvency proceeding relating to the debts of Tenant shall be brought by or against Tenant, or (v) Tenant shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay their debts as they mature or a receiver shall be appointed for Tenant or any substantial part of their property; then and in any one or more of such events, Landlord may, at Landlord's sole election, enter the Premises and expel Tenant and remove Tenant's effects and/or notify Tenant that this Lease has terminated, and in either case, the Term hereof shall terminate upon such entry or the giving of such notice, whichever shall first occur, and Tenant shall thereupon quit and surrender the Premises to Landlord. In case of termination of this Lease for any such cause, and in either manner above provided, Landlord shall not be deemed to have waived any rights or other remedies hereunder or at law or in equity, and shall be entitled to recover damages for breach of contract, which shall include, without limitation, Landlord's reasonable attorney's fees and other expenses of Landlord incurred in connection with the retaking of possession of the Premises and the removal and storage of Tenant's effects and the recovery of damages or the exercise of other rights or remedies.

12. Landlord's Rights Reserved. It is understood and agreed that the Landlord shall retain the exclusive use and occupancy of Landlord's remaining adjacent property not leased to the Tenant. It is further understood and agreed that Landlord's present and intended continued use of the non-leased portions of the Landlord's property is as a municipal parking facility, public park and town dock for the Village of Northeast Harbor and Town of Mount Desert, or for other public uses. Tenant expressly covenants and agrees that it shall conduct its use of the Premises so as not to interfere in any manner with Landlord's use of the non-leased portion of the Landlord's property for those purposes. Tenant, in its use and occupancy of the Premises, shall at all times faithfully observe and comply with, and shall cause its agents, employees, invitees and guests to observe and comply with, any and all regulations or rules concerning use of the Premises or the non-leased portions of the Landlord's property.

Landlord further expressly reserves the right to alter, expand or modify Landlord's adjacent property at any time, subject to all applicable zoning and building code requirements, so as to better facilitate Landlord's use of its adjacent property for any public purpose. Temporary interference with Tenant's access to, use, or occupancy of the Premises during such alterations, expansion or modification of the existing building improvements shall not be deemed to constitute a breach by the Landlord of this Lease.

13. Self-Help. If Tenant shall default in the performance or observance of any covenant, condition or other provision set forth in this Lease on its part to be performed or observed, the Landlord may, at its option, without waiving claims for breach of Lease, and after such written notice as may be specifically required or provided elsewhere in this Lease, cure such default for the Tenant, and the Tenant shall reimburse Landlord for the amount paid therefore and for any reasonable expense or contractual liability so incurred, with interest. All such amounts shall be deemed additional rent.

14. Miscellaneous.

a. No Representation. Landlord makes no representations or warranties as to the condition of the Premises, and the Tenant accepts the same in their present condition, "as is".

b. Insurance and Indemnification.

(i) Liability Insurance.

Tenant shall maintain in force at all times during the Term of this Lease the following insurance coverages:

Comprehensive general liability insurance in a minimum coverage amount of \$400,000 per occurrence, \$1 million annual aggregate, to cover all claims arising out of tenant's occupancy and use of the Premises pursuant to this Lease.

Insurance required under this section shall be obtained from reputable national insurance carriers licensed to do business in the State of Maine. Tenant shall provide proof of such insurance coverage to the Landlord in the form of a certificate of insurance, naming Landlord as an additional insured under Tenant's policy. In the event Tenant fails to provide evidence of such Insurance coverage as required, Landlord may terminate this Lease, or may elect to purchase such insurance on its own behalf, charging the cost thereof to the Tenant as additional rent.

The general liability insurance coverage amount required under this section shall automatically increase whenever the Maine Tort Claims Act shall be amended to increase the municipal liability limit for a single occurrence under that act. In the event of such an amendment, the insurance coverage amount required under this paragraph shall be not less than the municipal liability limit specified in the Maine Tort Claims Act, as amended.

(ii) Fire and Casualty Insurance.

Landlord shall have no obligation to obtain or maintain fire insurance for the Property or the Premises. In the event that the Landlord, in its sole discretion, elects to obtain fire insurance, Landlord shall have no obligation to name the Tenant as a loss payee with respect to any policy obtained, and shall have no obligation in the event of a fire or other casualty to divide any proceeds from such insurance with the Tenant.

Landlord shall have no obligation to insure property of the Tenant against loss due to fire or other casualty. Landlord and Tenant shall each insure their personal property located on the Property or the Premises, respectively, in such coverage amounts as each in its sole discretion shall deem appropriate. Neither Landlord nor Tenant shall assert any claims against the other, or against officers or employees of the other, for loss of personal property due to fire or other casualty occasioned by ordinary negligence of the Landlord, Tenant or officers or employees of either.

(iii) Indemnification.

Tenant covenants and agrees to forever defend, indemnify, save and hold Landlord harmless from and against any and all claims of any person for damage to or loss of property, and any and all claims for injuries to or death of any person, in or about the Premises, caused in whole or part by the negligence or willful act or omission of Tenant, or its agents, employees, invitees, or guests or resulting from Tenant's failure to observe or comply with any of Tenant's obligations undertaken in this Lease. For this purpose, Tenant hereby expressly waives any immunity it may have from judgment or suit under Maine's Workers' Compensation Act, 39-A MRSA sec. 104 and 107, as amended, with respect to claims made against Landlord by or on

behalf of Tenant's employees or their heirs or estates. With respect to its indemnification obligations under this section generally, Tenant further waives any immunity it may otherwise have as a charitable organization by statute or at common law.

Tenant's indemnification obligations under this section shall survive expiration or termination of this Lease.

Landlord covenants and agrees to forever defend, indemnify, save and hold Tenant harmless from and against any and all claims of any person for damage to or loss of property, and any and all claims for injuries to or death of any person, in or about the Premises, caused in whole or part by the sole negligence or willful act or omission of Landlord, or its agents or employees. For this purpose, Landlord hereby expressly waives any immunity it may have from judgment or suit under Maine's Workers' Compensation Act, 39-A MRSA sec. 104 and 107, as amended, with respect to claims made against Tenant by or on behalf of Landlord's employees or their heirs or estates. With respect to its indemnification obligations under this section generally, Landlord further waives any immunity it may otherwise have as a charitable organization by statute or at common law.

Landlord's indemnification obligations under this section shall survive expiration or termination of this Lease.

Nothing in this Agreement shall be deemed to constitute a waiver by Landlord or Tenant of their municipal immunities or limitations on liability under the Maine Tort Claims Act or other provisions of law with respect to any third party, the provisions of this Agreement on indemnification being for the sole benefit of the parties hereto.

c. Liens. The Tenant shall not do or allow anything to be done to cause the Premises or the Property, or any part thereof, to be encumbered by any mechanic's, materialmen's, or other liens. Whenever and as often as any mechanic's or other lien is asserted against the Premises or Property purporting to be for labor or material furnished or to be furnished to the same, Tenant shall, within ten (10) days after the date of filing, either discharge such lien of record or certify to Landlord in writing that Tenant contests the lien in good faith, specifying therein the basis and reasons for contesting the lien. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished or to be furnished to the Tenant upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the Premises.

d. No Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of such provision or of subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of other party, the other party's consent to or approval of said action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or consent to or approval of any other action on any occasion. Any and all rights and remedies which either party may have under this lease, or by operation of law, either at law or in equity, upon any breach shall be distinct, cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by a party or not, shall be deemed to be in exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

e. Assignment. This lease may not be assigned or sublet by Tenant without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

f. Bind and Inure; Full Agreement. All of the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. This lease constitutes the full agreement of the parties with regards to subject matter, and may not be modified except on a writing signed by both Landlord and Tenant.

g. Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and may be enforced to the fullest extent permitted by law.

h. Governing Law. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

i. Paragraph Headings. The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

j. Notices. All notices or communications that Landlord may desire or be required to give Tenant shall be deemed sufficiently given or rendered if in writing and either delivered to Tenant personally or sent by registered or certified mail addressed to:

Town of Cranberry Isles
P.O. Box 15
Islesford, Maine 04646

and the time of rendition thereof shall be deemed to be the time when the same is delivered to Tenant or deposited in the mail as herein provided.

Any notice by Tenant to Landlord shall be deemed sufficiently given or rendered if in writing and either personally delivered or sent by registered or certified mail addressed to Landlord to such other persons as Landlord may from time to time designate in writing, at:

Town of Mount Desert
21 Sea Street, P.O. Box 248
Northeast Harbor, Maine 04662

or, in the case of subsequent change upon notice given, to the latest address furnished and the time of rendition thereof shall be deemed to be the time when the same is delivered to Landlord or deposited in the mail as herein provided.

k. Amendments. No amendments to this Lease shall be valid, unless executed by both parties in writing and approved, respectively, by the Town of Mount Desert Board of Selectmen for the Landlord, and by the Town of Cranberry Isles Board of Selectmen for the Tenant. In addition, amendments extending or shortening the term of this Lease or reducing the amount of

annual rent to be paid by the Tenant to the Landlord hereunder shall not be valid unless ratified and affirmed by vote of the respective town meetings of the Town of Mount Desert and the Town of Cranberry Isles.

IN WITNESS WHEREOF, Landlord has caused this Lease to be signed and sealed in its name, by its undersigned officer, duly authorized, and Tenant has signed and sealed this instrument, in any number of counterpart copies, each of which shall be deemed an original for all purposes; as of the day and year first above written.

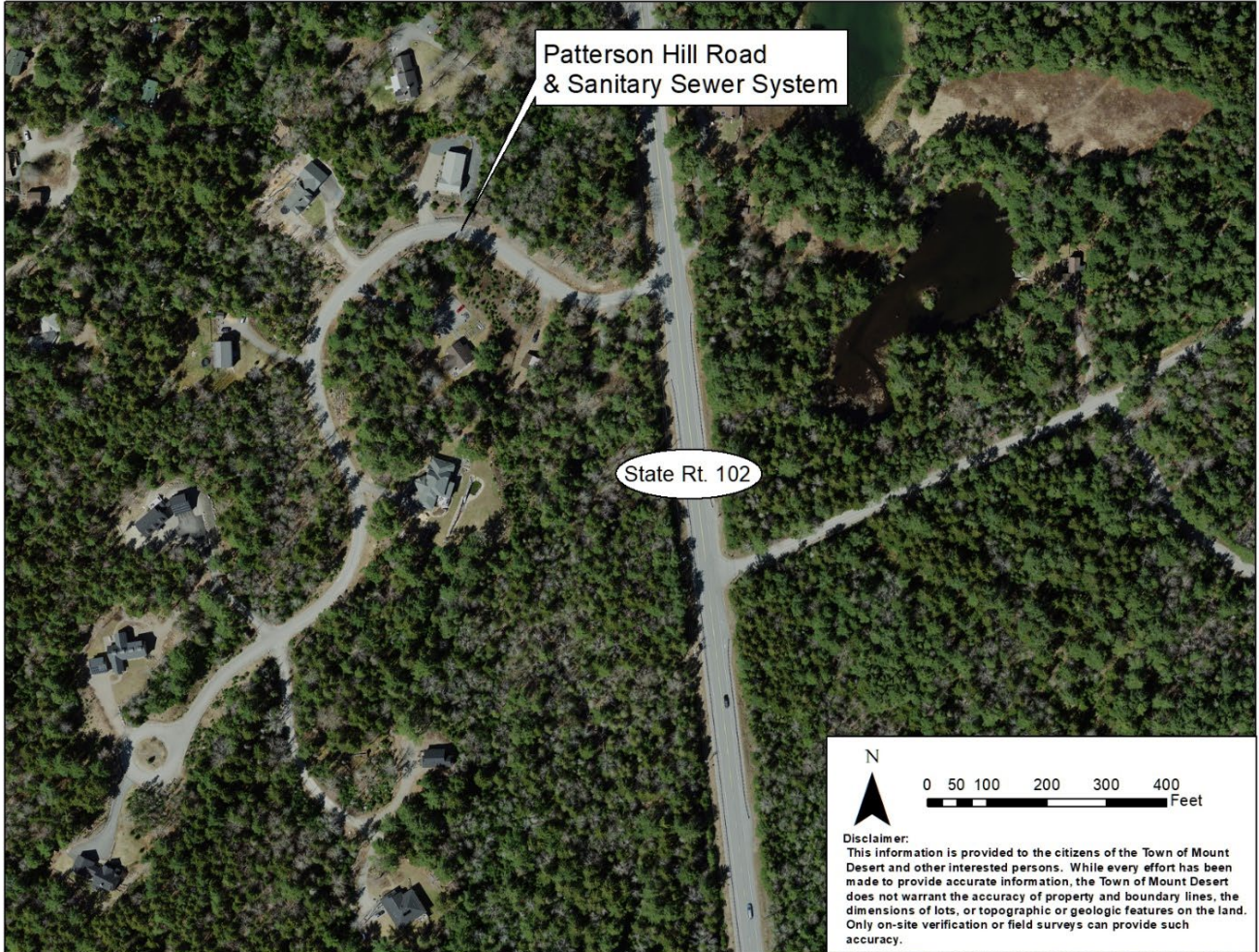
Witness: LANDLORD: TOWN OF MOUNT DESERT

_____ By: _____
Name:
Its:
Duly authorized

Witness: TENANT: TOWN OF CRANBERRY ISLES

_____ By: _____
Name:
Its:
Duly authorized

Patterson Hill Road and sewer acceptance (2 articles, 1 map)



Appendix E (Article 34; pg. 21 of the warrant)

**Town of Mount Desert
Investment Policy
Adopted March 1986
Amended May 4, 2010
Amended May 3, 2016
Amended May 2, 2023**

PURPOSE

Maine state statutes authorize Treasurers to deposit or invest municipal funds by direction of the municipal officers.

Pursuant to 30-A MSR 5706-5717; the municipality of Town of Mount Desert, Maine shall adopt the following investment objectives in the management and investment of municipal funds:

The primary objective of the municipality's investment activities is the preservation of capital and the protection of investment principal.

In investing public funds, the municipality will strive to maximize the return on the portfolio.

The municipality's investment portfolio will remain sufficiently liquid to enable the municipality to meet operating requirements which might be reasonably anticipated.

The municipality will diversify its investments to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

The municipal Treasurer shall invest funds for which there is no immediate need, consistent with 30-A MSR5706-5717, sell and exchange securities so purchased, and deposit such securities for safekeeping. All investment decisions shall be made considering the investment objectives contained herein and exercising judgment and care under the circumstances then prevailing.

The Treasurer may utilize Trust Department services of approved banks.

BACKGROUND

In addition to short term investment of operational funds, the Town has put aside for investment certain funds accumulated over time for which there is not an immediate need. It is these funds which will generally be invested through the Trust companies.

Although these monies are not to be considered as permanent endowment, it is not contemplated that they will be expended in the immediate future. They should be regarded as reserve funds, and it is the desire of the Selectmen to develop investment guidelines to be followed by the fund managers in selecting securities for investment.

Broadly speaking, the funds are to be divided into two parts. One part, -at least (\$500,000) of the total, is to be considered a relatively short term reserve to be available on short notice for use by the Town. The second part, consisting of the balance, shall be held as a long-term reserve.

SPECIFIC GUIDELINES FOR THE TRUST COMPANIES:

The managers of the funds are directed to invest both the long term and the short term reserves with the goal that the total return of the funds shall at least equal the rate of inflation over a five year time span as measured by the GNP price deflator.

SHORT TERM RESERVE

The short term reserve shall be invested in certificates of deposit, money market funds, U.S. Treasury obligations, U.S. Government agency obligations, insured cash sweep, and corporate debt instruments with at least an A rating.

No security shall carry a maturity of more than five years, and the average maturity of all assets in the short term reserve shall be no longer than three years.

The securities of any one issuer shall not constitute more than 5% of the short term reserve. Obligations of the U.S. Treasury, or Government agencies, guaranteed by the U.S. Government, shall not be subject to this restriction.

The current yield on the short term reserve fund as a whole shall at least equal the U. S. Treasury one year bill rate.

LONGER TERM RESERVE

The fund manager shall invest the assets of this portion of the fund similarly to those securities listed in the SHORT TERM RESERVE guidelines above, but without limitation as to maturity on fixed income instruments.

In addition, equities, and convertible debt securities may be bought, subject to the limitation that the percentage of common stocks and convertible securities should not exceed 65%, as measured by market value.

Investments will also be subject to the limitation that the securities of any one issuer shall not exceed 5% of the total fund, except for obligations of the U.S. Treasury and Government agency bonds as defined above.

PERFORMANCE:

The total return of the long term reserve should be compared to appropriate investment indices.

The performance figures should be prepared semi-annually, on the first and third quarters of the fiscal year, and will be compared over a three to five year time span. Reports from the trusts should be utilizing an investment basis format rather than a trust format.

REPORTING

The Treasurer shall report quarterly to the Board of Selectmen for the purpose of monitoring the performance and structure of the municipal investments.

In addition, the Treasurer shall issue an annual investment report due no later than 30 days after the end of the fiscal year. The report shall include an evaluation of the performance of the investment program for the previous year.

REVIEW

It shall be the duty of the Investment Committee, as appointed by the Board of Selectmen, to review the reports of the Treasurer and the Trusts.

The committee shall be composed of: - a member of the Board of Selectmen; a member of the Warrant Committee; and three citizens of the Town. Three (3) voting members must be present to constitute a quorum. The Town Treasurer and Town Manager participate as non-voting ex officio members.

Said committee will meet quarterly for this purpose. The Committee may make recommendations to the Board of Selectmen for redistribution of the funds, withdrawal or adjustment of Trust balances and reinvestment, and/or withdrawal or application to reduce taxes of any interest earnings on the investments.

It is the express intention of the Board of Selectmen to protect future value of the funds, and therefore, it shall be the policy of the Board of Selectmen to disregard any realized or unrealized capital gain in the fund when considering earnings available for withdrawal.

All municipal personnel involved in the investment program shall adhere to the Town's Charter to prevent any real or perceived violation of their fiduciary responsibilities

TOWN OF MOUNT DESERT RESERVE FUND INVESTMENT POLICY

A. Investment Objectives

Preservation of capital/protection of investment principal

Total rate of return at least equal to the inflation rate (GDP price deflator) over five-year periods

Total fund return to compare favorably with established market indices over 3-5 year periods

B. Investment Guidelines and Constraints

Liquidity requirement – \$500,000

Social/Moral Constraints –7% to 12% of equity allocation invested in existing Environmental, social and governance (ESG) fund(s)

Equity Securities (common stocks and convertible securities):

Portfolio maximum = 65% of total fund

Portfolio minimum = 35% of total fund

Position/issuer maximum = 5% of total fund

Fixed-income Securities:

Credit quality = "A" minimum

Maturity Limitations = None

Portfolio maximum = 65% of total fund

Portfolio minimum = 35% of total fund

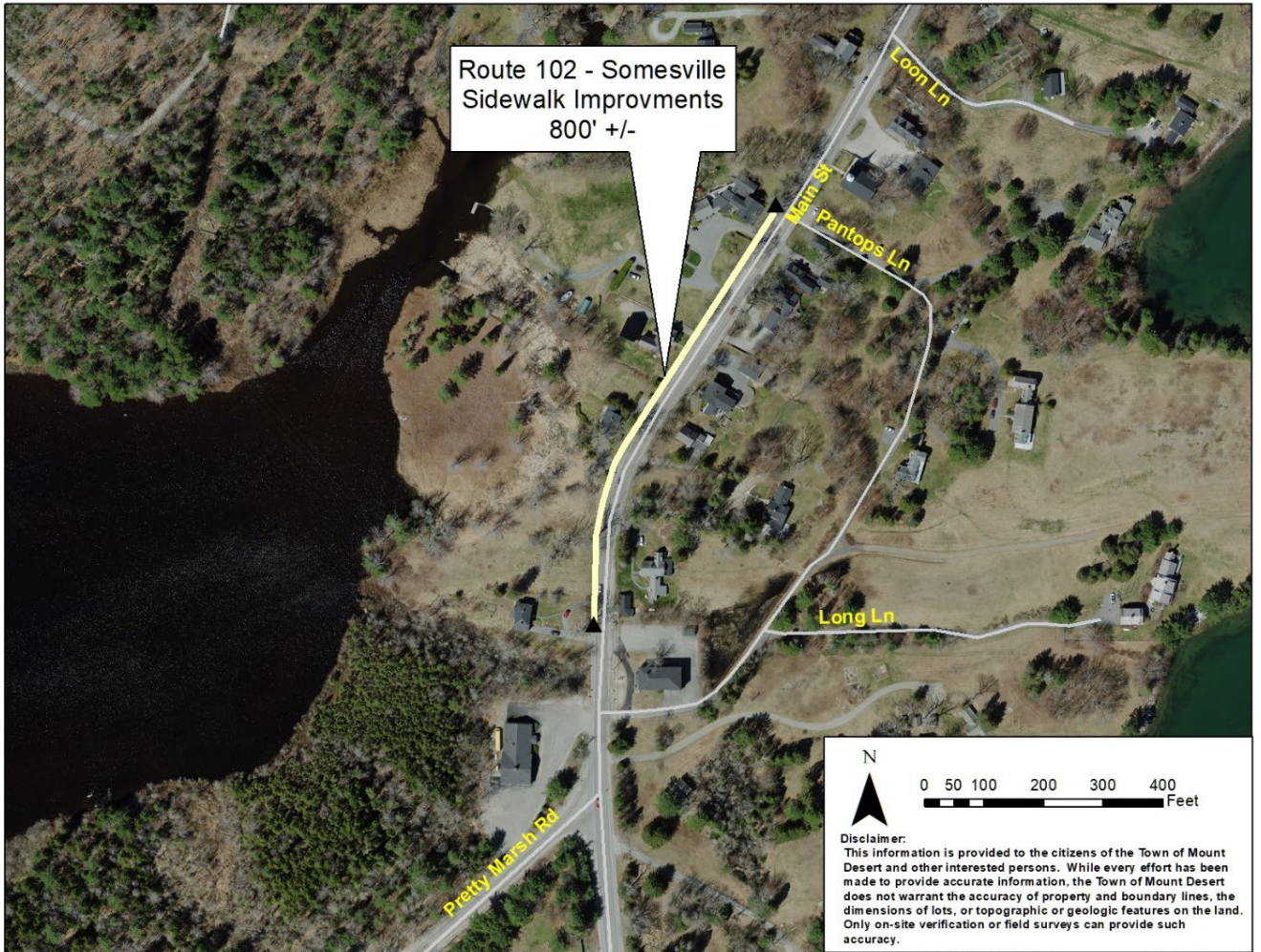
Position/issuer maximum = 5% (exception: U.S. Treasury and government agency securities)

C. Spending Policy

100% of income (interest and dividend income) distributed within the trust

Principal, realized, and unrealized capital gains may be distributed in conformance with the Town Charter.

Somesville Sidewalk improvements

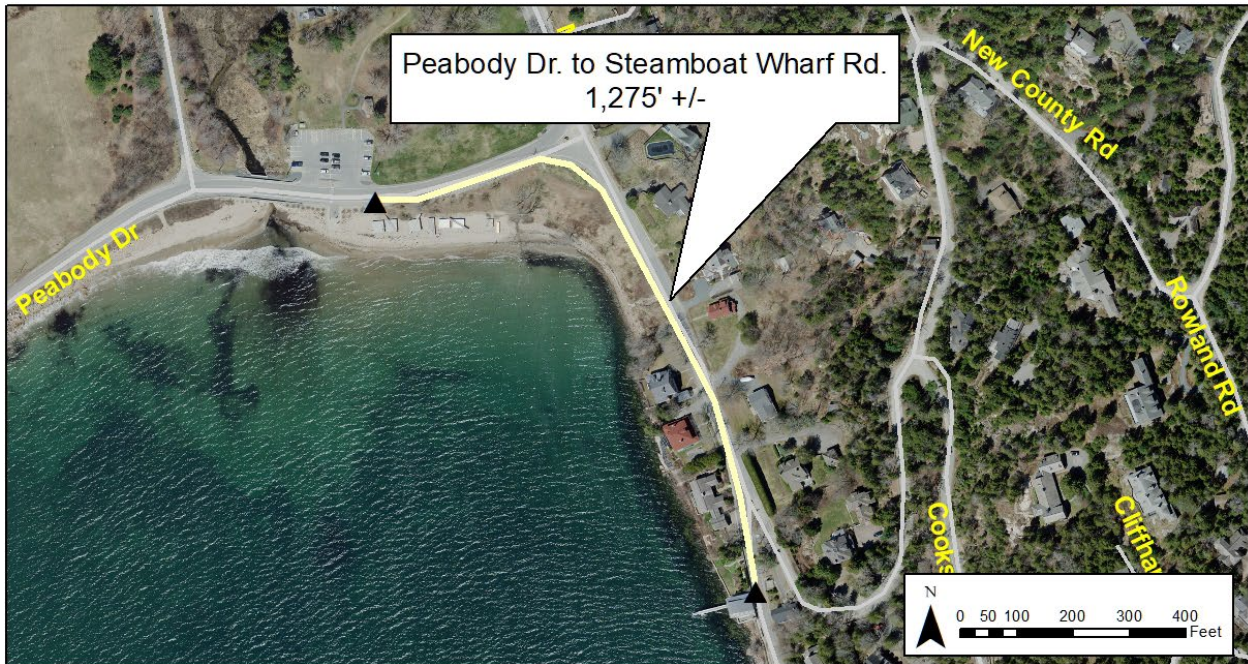


Northeast Harbor Sidewalk Improvements



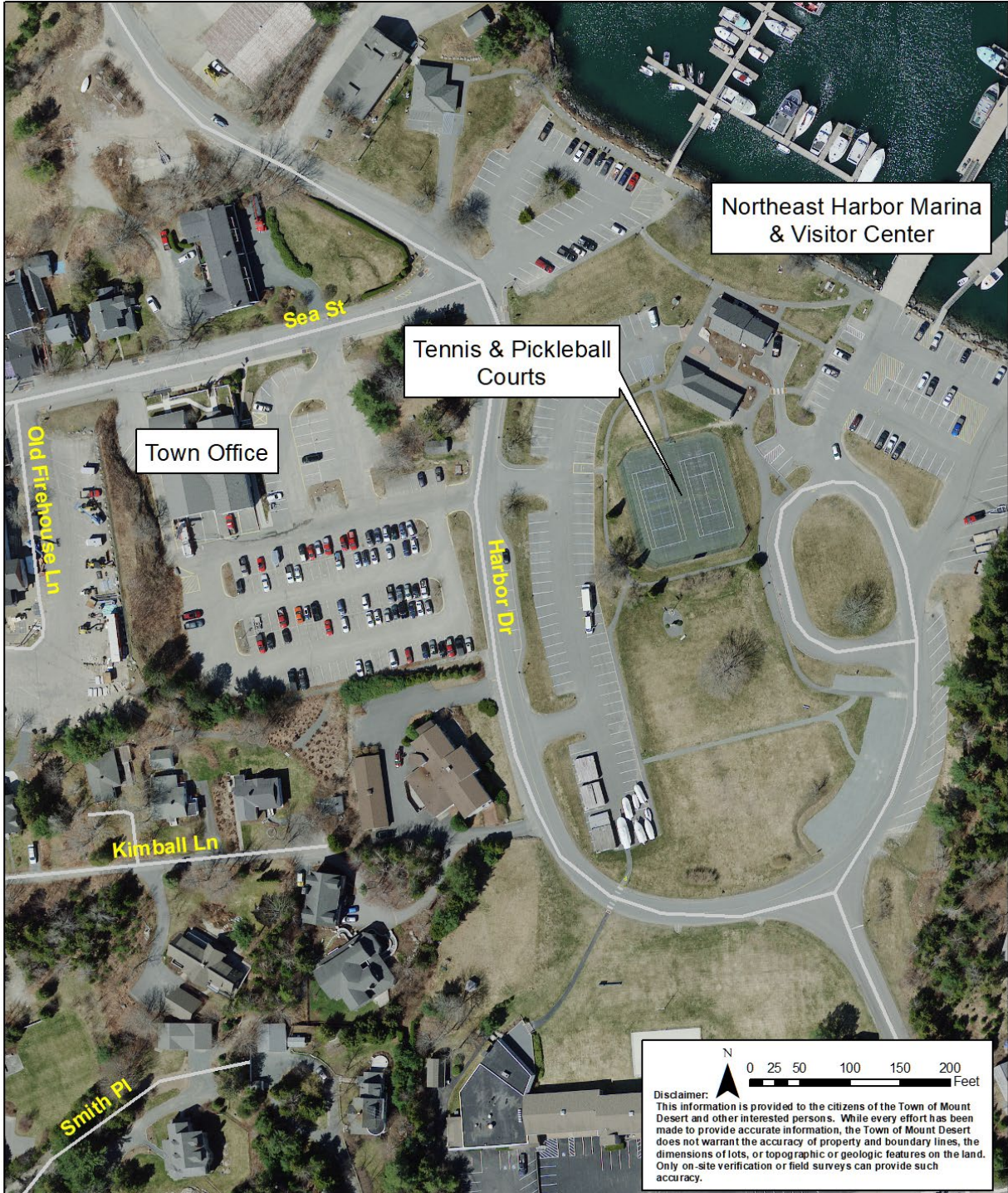
Disclaimer:
This information is provided to the citizens of the Town of Mount Desert and other interested persons. While every effort has been made to provide accurate information, the Town of Mount Desert does not warrant the accuracy of property and boundary lines, the dimensions of lots, or topographic or geologic features on the land. Only on-site verification or field surveys can provide such accuracy.

Seal Harbor Sidewalk Improvements



Disclaimer:
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Northeast Harbor Tennis & Pickleball Courts Rehabilitation



Northeast Harbor Parking Lot Renovations



Seal Harbor Parking Lot Renovations

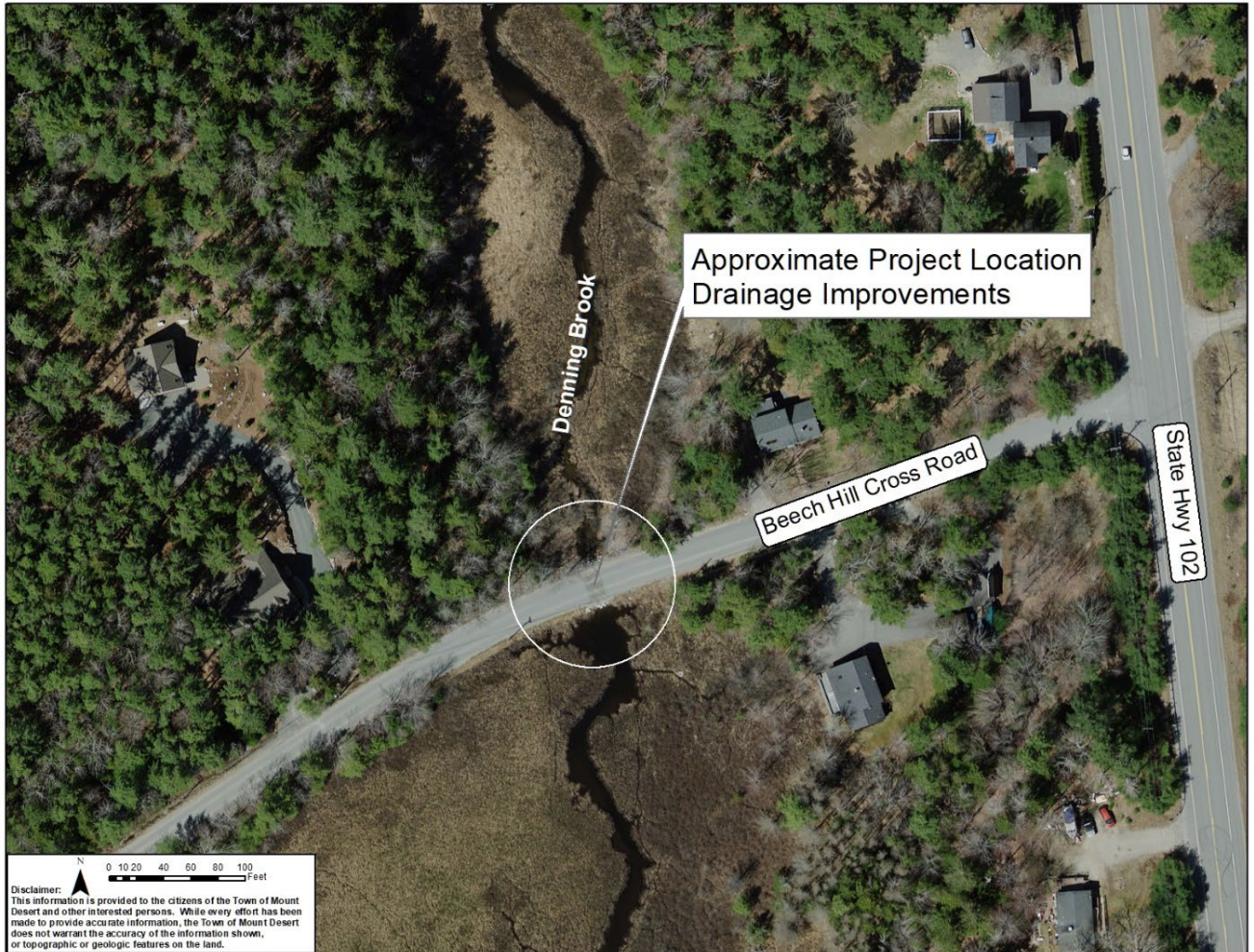


Somesville Babson Creek Bridge Sanitary Sewer Relocation



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Beech Hill Cross Road Culvert Project



Seal Harbor Beach Erosion Project



Estimated Tax Rate

2023-2024 ESTIMATED TAX RATE

	Proposed F.Y. 2023-2024	Last Year F.Y. 2022-2023	Increase / (Decrease)	% Change
Municipal Budget	\$14,108,731	\$12,660,096	\$1,448,635	11.4%
Elementary School	\$4,379,142	\$4,113,610	\$265,532	6.5%
High School	\$3,752,276	\$3,467,240	\$285,036	8.2%
Hancock County Tax	\$1,157,710	\$1,094,887	\$62,823	5.7%
Total Budget	\$ 23,397,859	\$21,335,833	\$2,062,026	9.7%
Less Projected Revenues	\$2,715,157	\$2,496,647.00	\$218,510	8.8%
Amount To Be Raised	\$20,682,702	\$18,839,186	\$1,843,516	9.8%
Estimated Taxable Valuation	\$2,362,771,761	\$2,353,434,611	\$9,337,150	0.4%
Estimated Tax Rate	\$8.77	\$8.04	\$0.73	9.1%

Est. 2023-2024 taxable valuation * mill rate of	\$8.77	\$20,721,508	2022-2023 Tax Rate	\$8.04
2023-2024 amount to be raised		\$20,682,702	2023-2024 Tax Rate	\$8.77
Estimated Overlay		\$38,806	% Increase In Tax Rate	9.1%

Each \$0.10 on the tax rate raises \$236,300

To Reduce Mill Rate by:	\$0.10	Requires either reducing	\$236,300
	\$0.20	spending or increasing	\$472,600
	\$0.30	revenues by some	\$708,800
	\$0.40	combination thereof.	\$945,100
	\$0.50		\$1,181,400
	\$0.60		\$1,417,700
	\$0.70		\$1,653,900
	\$0.80		\$1,890,200
	\$0.90		\$2,126,500
	\$1.00		\$2,362,800

2023 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Municipality: MOUNT DESERT Contact Person*: KYLE AVILA Phone Number: _____

* The Contact Person should be able to answer clarifying questions about the reported information.

The following two pages show how to calculate your municipality's property tax levy limit. Completing these pages is not mandatory, but doing so will help ensure that your municipality complies with Maine law on the rate of property tax increases. Information on new property, appropriations, and deductions should be collected from the assessor and the valuation book before completing these pages.

Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2022 refers to the budget year that ended at the end of 2022 or early 2023. The use of the term 2023 refers to the budget year that will end at the end of 2023 or in early 2024.

Fiscal Year Municipalities - For communities with "fiscal year" budgets, the use of the term 2022 refers to the July 1, 2022 to June 30, 2023 budget year. The use of the term 2023 refers to the July 1, 2023 to June 30, 2024 budget year.

LAST YEAR'S (2022) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2022 property tax revenue used for municipal services.

- If last year the municipality committed LESS THAN or EQUAL TO the limit, enter last year's **limit** on Line 1 below.
- If last year the municipality voted to EXCEED the limit ONCE (just last year), enter last year's **limit** on Line 1 below.

1. **LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT** \$10,163,449

OR

- If last year the municipality voted to INCREASE the limit PERMANENTLY, complete Steps A-D below. The information needed for this calculation is on the *Municipal Tax Assessment Warrant*, filed in the Valuation Book.

- A. Last year's Municipal Appropriations (2022 *Municipal Tax Assessment Warrant*) \$ _____
- B. Last year's Total Deductions (2022 *Municipal Tax Assessment Warrant*) \$ _____
- C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".) \$ _____
- D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.

CALCULATE GROWTH LIMITATION FACTOR

- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.

- 2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2022 (or most recent year available) \$262,629,990
- 3. Total Taxable Value of Municipality on April 1, 2022 (or most recent year available) \$2,353,434,611
- 4. Property Growth Factor (Line 2 divided by Line 3) 0.1100
- 5. Income Growth Factor (provided by the Department of Administrative & Financial Services) 0.0431
- 6. Growth Limitation Factor (Line 4 plus Line 5) 0.1500
- 7. Add 1 to the Growth Limitation Factor calculated in Line 6. 1.1500
(For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)

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CALCULATE 2022-2023 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

- Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.

8. 2022 Municipal Revenue Sharing	\$138,549
9. 2023 Estimated Municipal Revenue Sharing	\$139,922
10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11	\$
11. If Line 9 is greater than Line 8, then complete 11A & 11B below.	
A. Multiply Line 8 by Line 7.	\$159,331
B. Calculate Line 9 minus Line 11A. If result is negative, enter "0".	\$0

CALCULATE THIS YEAR'S (2023) MUNICIPAL PROPERTY TAX LEVY LIMIT

- This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.

12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7)	\$11,687,966
13 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT	
If Line 9 is greater than Line 8 (revenue sharing increased), you <u>MUST</u> subtract Line 11B from Line 12. This is <u>required</u> .	
OR If Line 9 is less than Line 8 (revenue sharing decreased), you <u>MAY</u> add Line 10 to Line 12. This is <u>optional</u> .	
- Enter result at right.	\$11,687,966

CALCULATE THIS YEAR'S (2023) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2023 *Municipal Tax Assessment Warrant*, filed in the Valuation Book. Use estimates if necessary.

A. This year's Municipal Appropriations (2023 <i>Municipal Tax Assessment Warrant</i>)	\$14,108,731
B. This year's Total Deductions (2023 <i>Municipal Tax Assessment Warrant</i>)	\$2,715,157
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	\$0
14 THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY (Add Lines A and C, and subtract Line B)	\$11,393,574

15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) **\$294,392**
(If the result is **negative**, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16 Did the municipality vote to EXCEED the limit ONCE (just this year)? NO YES

(Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)

If "yes", please describe why:

17 Did the municipality vote to INCREASE the limit PERMANENTLY (for current and future years)? NO YES

(Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)

If "yes", please describe why:

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