

# **Annual Town Meeting Minutes Town of Mount Desert**

## **May 6 & 7, 2019**

**Somesville Fire House  
1157 Main Street, Somesville, Maine**

**And**

**Kelley Auditorium, Mount Desert Elementary School  
8 Joy Road, Northeast Harbor, Maine**

Town Clerk Claire Woolfolk called the meeting to order at fifty minutes past seven o'clock in the forenoon, May 6, 2019. 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 William Ferm was nominated to serve as Moderator. A written vote was conducted, five votes were cast for Mr. Ferm and he was duly declared Moderator. Town Clerk Woolfolk swore in Mr. Ferm as Moderator. Moderator Ferm appointed and swore in Nin Ferm as Deputy Moderator.

Moderator Ferm 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 Moderator Ferm declared the polls closed. Votes cast were counted, and Moderator Ferm announced the results at forty-five minutes after eleven o'clock in the evening.

At fifteen minutes after ten o'clock in the evening it was moved and seconded to recess and reconvene the meeting at 6:00 p.m., Tuesday, May 7, 2019. A vote was called and the motion passed unanimously.

On Tuesday, May 7, 2019 following a simple but delicious community supper provided by Neighborhood House, Moderator Ferm reconvened the meeting at eight minutes after six o'clock in the evening. He began by stating it is his privilege to serve the Town as moderator and thanking the Neighborhood House for the community dinner.

**Article 2.** To elect two members to the Board of Selectmen for a term of three years, 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 three years.

Moderator Ferm explained that the office for trustee to the Mount Desert Island Regional School District for a three-year term had no nominees, therefore that office was subject to write-in votes. Moderator Ferm then announced the official results of Article 2:

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

Matthew J. Hart	# votes: 180	- ELECTED
Wendy H. Littlefield	# votes: 216	- ELECTED
Ian Schwartz	# votes: 55	

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

Todd G. Graham	# votes: 195	- ELECTED
Teresa King-Leclair	# votes: 198	- ELECTED

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

No majority vote	# votes: 17	scattered write in votes
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Moderator Ferm thanked the candidates for their willingness to serve and passed along a message from the ballot counters that voters need to be sure to follow the directions printed on the ballots for write-in candidates; specifically to mark the box next to the name they have written in. Write-in votes do not count *unless the box is marked*.

The newly elected officials were present and Town Clerk Woolfolk administered the oaths to them.

Moderator Ferm described the use of the “yellow” cards for hand-count voting and the format the meeting would follow, including items to be raffled. (One lobster trap composters, two earth machine composters, and one rain barrel were raffled during the written ballot counts for Articles 46 and 61 later in the meeting.)

**Article 3.** To see if non-voters shall be allowed, when recognized, to speak during the 2019 Annual Town Meeting.

The Warrant Committee moved and seconded to pass Article 3.  
A voice vote was called and Article 3 passed as moved.

**Article 4.** To see if the Inhabitants of the Town of Mount Desert will vote to approve an expenditure of \$500.00 from the Animal Welfare Reserve Account #4040700-24204 to Acadia Veterinary Hospital as a donation for the benefit of the Town of Mount Desert Feral Cat Program.

The Warrant Committee moved and seconded to pass Article 4.  
A voice vote was called and Article 4 passed.

**Article 5.** Shall an ordinance dated May 7, 2019 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, 2019 through June 30, 2020 there shall be no taking of Alewives and Blue Back Herring in the Town of Mount

Desert.”

The Warrant Committee moved and seconded to pass Article 5.  
A voice vote was called and Article 5 passed.

**Article 6.** Shall an ordinance dated May 7, 2019 and entitled “Town of Mount Desert Single Use Carryout Bag Ordinance” be enacted? **See Appendix A (pg. 24)**

The Warrant Committee moved and seconded to pass Article 6.  
A voice vote was called and Article 6 passed.

**Article 7.** Shall an ordinance dated May 7, 2019 and entitled “Town of Mount Desert Polystyrene Foam Food Service Container Ordinance” be enacted? **See Appendix B (pg. 27)**

The Warrant Committee moved and seconded to pass Article 7.  
A voice vote was called and Article 7 passed.

**Article 8.** Shall an ordinance dated May 7, 2019 and entitled “Amendments to the Town of Mount Desert Land Use Ordinance to exempt permit and license requirements for Mobile Food Vendors for limited time events” be enacted as follows?

***Explanation: This amendment to the LUZO will allow Mobile Food Vendors to operate without a permit or license for limited time events (up to three consecutive days and maximum of two events per year on the same property).***

### **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.

<b>P</b>	<b>Use allowed without a permit</b> (but the use must comply with all applicable land use standards)
<b>C</b>	<b>Use allowed with conditional use approval from the Planning Board</b>
<b>X</b>	<b>Use is prohibited</b>
<b>CEO</b>	<b>Use allowed with a permit from the code enforcement officer</b>
VR1	VILLAGE RESIDENTIAL ONE
VR2	VILLAGE RESIDENTIAL TWO
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

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#### Section 3.4 Permitted, Conditional, and Excluded Uses by District

LAND USE:	Districts								
	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
<b>COMMERCIAL</b>									
Mineral Extraction	X	X	X	X	X	X	X	X	X
Mobile Food Vendors <sup>11</sup>	X	X	X	C	X	CEO	X	X	X
Office Building	C	C	X	C	CEO	X	X	X	X

<sup>11</sup>Mobile Food Vendors are allowed to operate without a permit or license for limited time events (up to three consecutive days and maximum of two events per year on the same property). However, written property owner authorization is required to be posted for any Mobile Food Vendor activity on private property, regardless of whether or not a permit is required.

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The Warrant Committee moved and seconded to pass Article 8.  
 A voice vote was called and Article 8 passed.

**Article 9.** Shall an ordinance dated May 7, 2019 and entitled “Amendments to the Town of Mount Desert Ordinances to allow Mobile Food Vendors in the Rural Woodland District” be enacted as follows? **See Appendix C (pg. 29)**

***Explanation: This amendment to the LUZO will allow Mobile Food Vendors in the RW District subject to Conditional Use Approval from the Planning Board.***



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

**Article 10.** Shall an ordinance dated May 7, 2019 and entitled “Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of the Map 020: Lot 020” be enacted as set forth below?

*Explanation: This Article changes the designation of Map 020, Lot 020 from Shoreland Residential 2 to Village Residential 2.*

### SECTION 3 LAND USE DISTRICTS

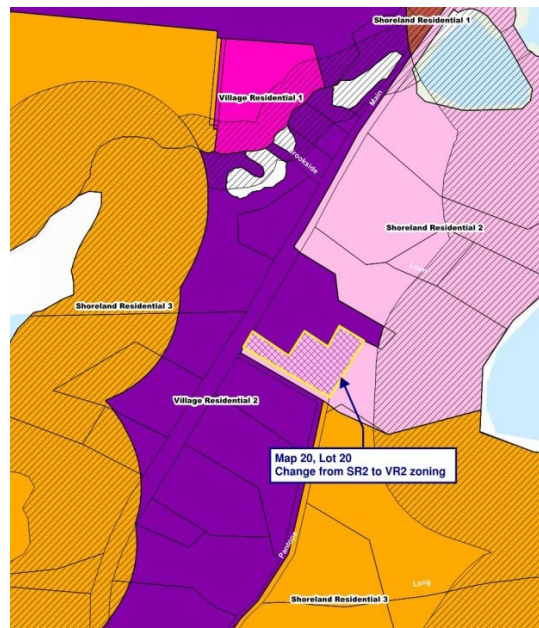
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#### 3.3 Map Changes: Amended at:

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Town Meeting May 7, 2019 change Tax Map 020, Lot 020 from Shoreland Residential 2 to Village Residential 2.

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The Warrant Committee moved and seconded to pass Article 10.  
A voice vote was called and Article 10 passed.

**Article 11.** Shall an ordinance dated May 7, 2019 and entitled “Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of the Map 026: Lot 064” be enacted as set forth below?

*Explanation: This Article changes the designation of Map 026, Lot 064 from Village Residential 1 to Village Commercial.*

### SECTION 3 LAND USE DISTRICTS

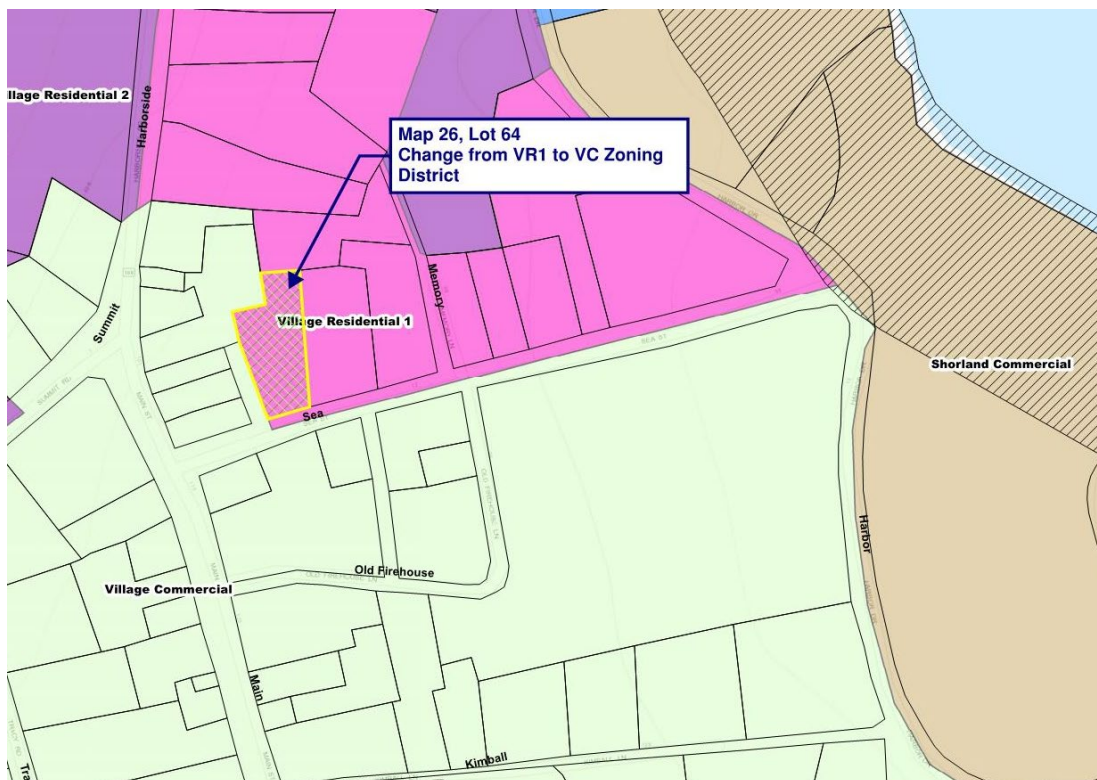
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#### 3.3 Map Changes: Amended at:

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Town Meeting May 7, 2019 change Tax Map 026, Lot 064 from Village Residential 1 to Village Commercial.

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The Warrant Committee moved and seconded to pass Article 11.  
A voice vote was called and Article 11 passed.

**Article 12.** Shall an ordinance dated May 7, 2019 and entitled “Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of the Map 029: Lot 002-001” be enacted as set forth below?

**Explanation:** *This Article revises and corrects the RP zone on Map 029, Lot 002-001 for consistency with State Shoreland Zoning standards for RP Districts.*

### SECTION 3 LAND USE DISTRICTS

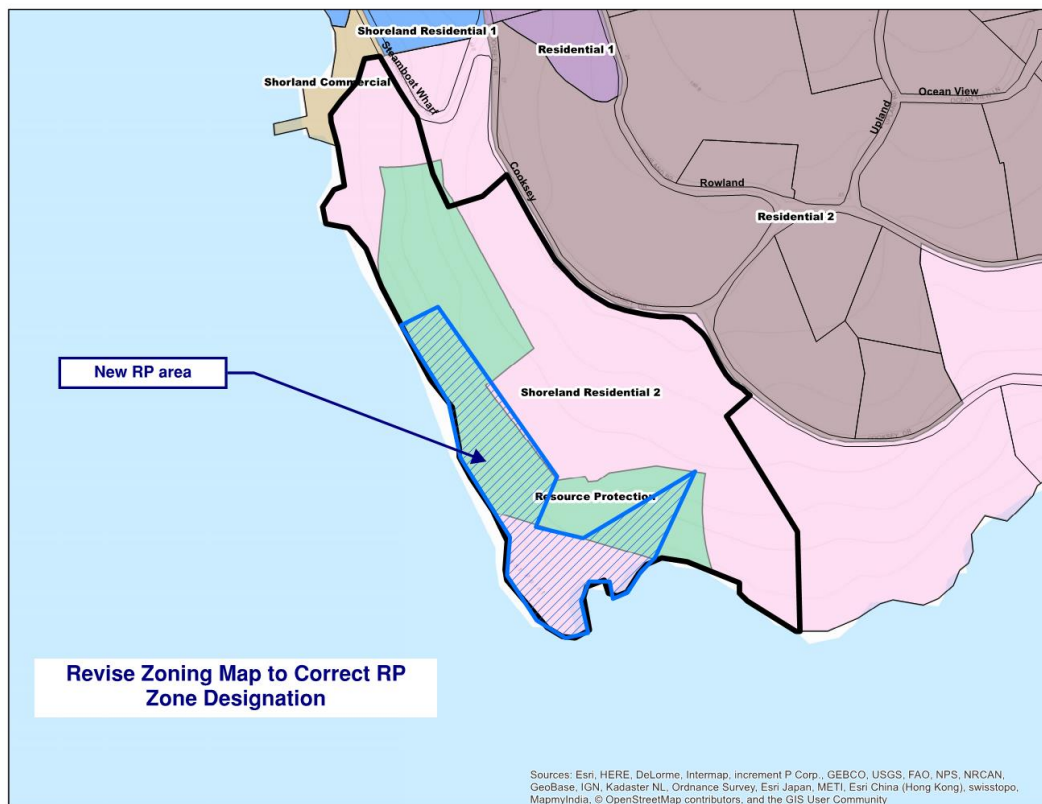
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#### 3.3 Map Changes: Amended at:

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Town Meeting May 7, 2019 change portions of Tax Map 029, Lot 002-001 from Resource Protection to Shoreland Residential 2.

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The Warrant Committee moved and seconded to pass Article 12.  
A voice vote was called and Article 12 passed.

Moderator Ferm asked for the indulgence of the residents to skip the reading of all the map and lot numbers.

**Article 13.** Shall an ordinance dated May 7, 2019 and entitled "Amendments to the Land Use Zoning Ordinance to change the Land Use District designation of the Map 007: Lots 001-001, 001-001-001, 001-001-002, 001-001-003, 001-001-004, 001-001-005, 001-002, 002, 002-001, 002-002, 003, 006, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045-001, 045-002, 045-003, 045-004, 046, 047, 058, 065-001, 065-002, 065-003, 065-004, 065-005, 065-006, 065-007, 065-008, 066, 067, 068, 069, 070, 071, 072, 072-001, 072-002, 073, 074, 074-001, 074-001-002, 074-002, 074-003, 074-004, 075, 075-001, 076, 077, 078 and 085-001; Map 008: Lots 137, 138, 139, 140, 141, 142, 143, 144-001, 144-002, 144-003, 145, 146, 146-001, 147, 147-001, 148 and 154; and Map 019: Lots 001, 002, 004, 005, 007, 008, 009, 010, 010-001, 010-002, 010-003, 010-004, 011, 012-001, 012-002, 012-004, 015, 016, 017-001, 017-002, 017-003, 017-004, 017-005, 017-006, 018, 020, 021, 022, 024, 025, 026, 027, 028, 029, 031, 032, 032-001, 034, 040-002, 040-003, 040-004, 040-005, 040-006, 040-007, 040-008, 041-001 and 041-002 from Residential 2 to Residential 1" be enacted as set forth below?

*Explanation: This Article changes the designation of the lots in Hall Quarry that are currently Residential 2 to Residential 1.*

### SECTION 3 LAND USE DISTRICTS

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#### 3.3 Map Changes: Amended at:

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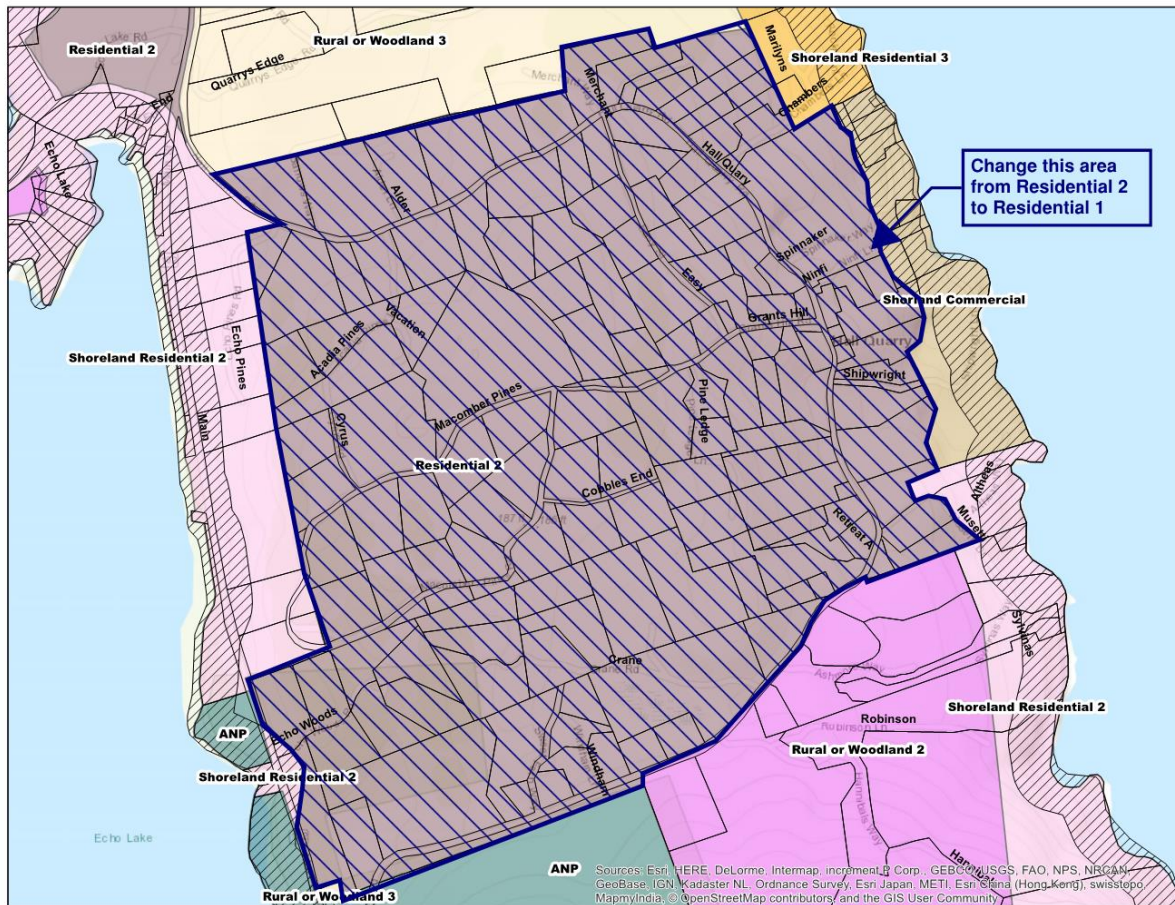
Town Meeting May 7, 2019 change Map 007: Lots 001-001, 001-001-001, 001-001-002, 001-001-003, 001-001-004, 001-001-005, 001-002, 002, 002-001, 002-002, 003, 006, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045-001, 045-002, 045-003, 045-004, 046, 047, 065-001, 065-002, 065-003, 065-004, 065-005, 065-006, 065-007, 065-008, 066, 067, 068, 069, 070, 071, 072, 072-001, 072-002, 073, 074, 074-001, 074-001-002, 074-002, 074-003, 074-004, 075, 075-001, 076, 077, 078 and 085-001; Map 008: Lots 136-002, 137, 138, 139, 140, 141, 142, 143, 144-001, 144-002, 144-003, 145, 146, 146-001, 147, 147-001, 148, 150-001 and 154; and Map 019: Lots 001, 002, 004, 005, 007, 008, 009, 010, 010-001, 010-002, 010-003, 010-004, 011, 012-001, 012-002, 012-004, 015, 016, 017-001, 017-002, 017-003, 017-004, 017-005, 017-006, 018, 020, 021, 022, 024, 025, 026, 027, 028, 029, 031, 032, 032-001, 034, 040-002, 040-003, 040-004, 040-005, 040-006, 040-007, 040-008, 041-001 and 041-002 from Residential 2 to Residential 1.

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The Warrant Committee moved and seconded to pass Article 13.  
A voice vote was called and Article 13 passed.

Moderator Fern called on Town Manager Lunt to present this year's Spirit of America award to Rick Savage. This is the third year that the Town has participated in the national award program. Mr. Savage spoke of his honor to serve the town over the years.

**Article 14.** 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 pass Article 14.  
A voice vote was called and Article 14 passed.

**Article 15.** To see if the Town of Mount Desert (the Town) will vote to enter into a contract (the Contract), in a form substantially similar to the draft contract, a copy of which is included herein in Appendix D, for a term of five (5) years beginning July 1, 2019, with Eastern Maine Recycling, (EMR), a Maine corporation which owns and operates a municipal solid waste transfer station, licensed by the State of Maine Department of Environmental Protection (DEP), in the Town of Southwest Harbor, Hancock County, Maine, that provides for the services

typically associated with and including, but not necessarily limited to, the acceptance, storage, handling, processing, marketing and/or transportation of municipal solid waste, non-hazardous solid waste, recyclable items, compostable organic waste, wood wastes, construction and demolition debris, bulky waste, scrap metal, tires, green wood, and inert fill; and such other services as are described in the draft Contract, and further to authorize the Board of Selectmen, or its designee, to negotiate the remaining terms of the Contract in a manner consistent with the terms of this article and of the draft included in Appendix D, and to negotiate and execute any and all contracts and documents and do any and all things necessary or convenient to enter into this Contract with EMR on behalf of the Town. **See Appendix D (pg. 35)**

The Warrant Committee moved and seconded to pass Article 15. Questions were asked and answered. A voice vote was called and Article 15 passed.

**Article 16.** 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, 2019 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 pass Article 16.  
A voice vote was called and Article 16 passed.

**Article 17.** 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, 2019 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 pass Article 17.  
A voice vote was called and Article 17 passed.

**Article 18.** 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, 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 pass Article 18. Questions were asked and answered. A voice vote was called and Article 18 passed.

**Article 19.** 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 \$428,920.00 to finance professional technical and construction services associated with improvements to, and not to exceed the amounts shown, for up to twenty-eight (28) pedestrian crosswalks located throughout the Town (as shown on the site plan located in **Appendix E Site Map**) with said improvements intended to bring the crosswalks into general compliance with the appropriate

regulatory guidelines and requirements, including but not limited to the Maine Department of Transportation's publication "Maine DOT Guidelines on Crosswalks" and the Americans with Disabilities Act requirements for crosswalks, with said improvements to include, but not necessarily be limited to, improving access, safety, effectiveness and appurtenances required to complete the improvements and further, shall the Board of Selectmen or its designee be authorized to execute any and all contracts and documents and do all things necessary or convenient to accomplish the Project? **See Appendix E (pg. 54)**

## **FINANCIAL STATEMENT - TOWN OF MOUNT DESERT**

### **1. Total Town Indebtedness**

A.	Bonds outstanding and unpaid:	\$20,796,736.63
B.	Bonds authorized and unissued:	\$ 0.00
C.	Bonds to be issued under this Town Meeting Article	<u>\$ 428,920.00</u>
	TOTAL	\$21,225,656.63

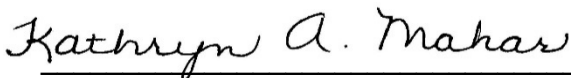
### **2. Costs**

At an estimated interest rate of 3.32% for a term of 10 years, the estimated costs of this bond issue will be:

Principal	\$ 428,920.00
Interest	<u>\$ 78,320.79</u>
Total Debt Service	\$ 507,240.79

### **3. Validity**

The validity of the bonds is not affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the voters is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

  
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Treasurer, Town of Mount Desert, Maine

The Warrant Committee moved and seconded to pass Article 19. Questions were asked and answered. A voice vote was called and it was the opinion of the moderator that the affirmative outweighed the negative and Article 19 passed.

**Article 20.** To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Board of Selectmen to accept and expend on behalf of the Town additional state, federal and other funds (including unconditional gifts of money) received during the fiscal year 2019-2020 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 pass Article 20.  
A voice vote was called and Article 20 passed.

**Article 21.** 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 9.0% (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 pass Article 21.  
A voice vote was called and Article 21 passed.

**Article 22.** 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 pass Article 22.  
A voice vote was called and Article 22 passed.

**Article 23.** To see if the Inhabitants of the Town of Mount Desert will vote to authorize the Tax Collector to accept pre-payment of property taxes, with no interest to be paid on same.

The Warrant Committee moved and seconded to pass Article 23.  
A voice vote was called and Article 23 passed.

**Article 24.** 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 5.0% (percent) per year.

The Warrant Committee moved and seconded to pass Article 24.  
A voice vote was called and Article 24 passed.

**Article 25.** 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 Board of Selectmen together with any interest due thereon from the Town, during the fiscal year beginning July 1, 2019, in an aggregate amount not to exceed the property tax commitment overlay.

The Warrant Committee moved and seconded to pass 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 dispose by public bid of Town-owned property, other than real property, with a value of ten thousand dollars (\$10,000.00) or less under such terms and conditions as it deems advisable.



The Warrant Committee moved and seconded to pass 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 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 pass 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 vote to authorize the Board of Selectmen 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 pass Article 28.  
A voice vote was called and Article 28 passed.

**Article 29.** Shall the Town of Mount Desert (the Town) be authorized to appropriate an amount not to exceed \$160,000.00 from the Capital Gains Reserve Account, #400-24202 to finance professional, technical and construction services associated with improvements to up to eighty-five (85) lineal feet of a granite block retaining wall located along the westerly side of Steamboat Wharf Road adjacent to the Seal Harbor Yacht Club in the Village of Seal Harbor (as shown on the site plan located in **Appendix F Site Map**), said stone wall serving to support the roadway in that area therefore being a critical component of the overall integrity of the roadway allowing for routine everyday traffic and emergency vehicular traffic, with said improvements including, but not necessarily being limited to, removing and resetting the stones on a stable foundation, filling the spaces and voids that have formed behind the wall with free-draining soil materials and constructing proper drainage behind the wall to reduce the effects of water flow and freeze-thaw cycles behind the wall and further, shall the Board of Selectmen or its designee be authorized to execute any and all contracts and documents and do all things necessary or convenient to accomplish the Project? **See Appendix F (pg. 62)**

The Warrant Committee moved and seconded to pass Article 29.  
A voice vote was called and Article 29 passed.

**Article 30.** Shall the Town of Mount Desert (the Town) be authorized to appropriate an amount not to exceed \$160,000.00 from the Capital Gains Reserve Account, #400-24202, to finance professional, technical and construction services associated with improvements to the single story, wood framed structure referred to as the "Seal Harbor Bait House" located on the east side of the Dodge Point Road in the Village of Seal Harbor (as shown on the site plan located in **Appendix G Site Map**), with said improvements being made in

conformance with such terms and conditions as described in the lease agreement between the Town and the Seal Harbor Fisherman's Association and to include, but not necessarily be limited to, bringing the building to current code standards , with specific improvements to include, but not necessarily be limited to, upgrading the handrails, exterior decking and exterior stairs, the wooden post and wooden column foundation, the carrying beams, doors, windows and electric power supply and further, shall the Board of Selectmen or its designee be authorized to execute any and all contracts and documents and do all things necessary or convenient to accomplish the Project? **See Appendix G (pg. 63)**

The Warrant Committee moved and seconded to pass Article 30. Questions were asked and answered. A voice vote was called; it was the opinion of the moderator that the affirmatives outweighed the negatives and Article 30 passed.

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**APPROPRIATION FROM CAPITAL GAINS RESERVE  
ACCOUNT SUMMARY**

(If Article 29 and Article 30 are Approved in Total)

|                                           |                      |
|-------------------------------------------|----------------------|
| Article 29 Steamboat Wharf Rd. Stone Wall | \$ 160,000.00        |
| <u>Article 30 Bait House Renovations</u>  | <u>\$ 160,000.00</u> |
| Total Appropriation Requested             | \$ 320,000.00        |

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**Article 31.** To see if the Inhabitants of the Town of Mount Desert will vote to transfer five hundred thousand dollars (\$500,000.00) from the Undesignated Fund Balance Account #100-38300 to reduce the 2019-2020 tax commitment.

The Warrant Committee moved and seconded to pass Article 31.  
A voice vote was called and Article 31 passed.

**Article 32.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 32 at the designated sum of \$1,200,430.00.  
A voice vote was called and Article 32 passed.

**Article 33.** 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 (Board of Selectmen), Municipal Management, Town Clerk, Registrar, Elections, Planning Board, Finance, Treasurer, Tax Collector, Assessment, Code Enforcement, Unallocated Funds, Human Resources, and Technology for the 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 33 in the amount of \$1,449,130.00.  
A voice vote was called and Article 33 passed.

**Article 34.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 34 in the amount of \$5,000.00.  
A voice vote was called and Article 34 passed.

**Article 35.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 35 in the amount of \$192,450.00.  
A voice vote was called and Article 36 passed.

**Article 36.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 35 in the amount of \$25,750.00  
A voice vote was called and Article 37 passed.

**Article 37.** To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 401 and 408 Public Safety – Police and Communications (Dispatch) for the 2019-2020 Town Budget.

The Warrant Committee moved and seconded pass Article 37 in the amount of \$1,214,096.00.  
A voice vote was called and Article 37 passed.

**Article 38.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 38 in the amount of \$878,961.00.  
A voice vote was called and Article 38 passed.

**Article 39.** 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, and Parks & Cemeteries, and 530 Environmental Sustainability for the 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 39 in the amount of \$2,631,130.00.  
A voice vote was called; it was the opinion of the Moderator that the ayes carried, and Article 39 passed.

**Article 40.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 40 in the amount of \$964,656.00.

A voice vote was called and Article 40 passed.

**Article 41.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 41 in the amount of \$5,900.00

A voice vote was called and Article 41 passed.

**Article 42.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 42 in the amount of \$44,000.00.

Motion to amend Article 42 to \$21,000.00 was made and seconded.

A voice vote was called; it was the opinion of the moderator that the negatives outweighed the affirmatives and the amended motion failed.

A voice vote was called on the original motion and Article 42 passed in the amount of \$44,000.00.

**Article 43.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 43 in the amount of

\$1,882,596.00

A voice vote was called and Article 43 passed.

**Article 44.** To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 851 Libraries, Village Improvement Societies, Recreation, and Public/Social Service Agencies for the 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 44 in the amount of \$340,728.00

A voice vote was called and Article 44 passed.

**Article 45.** 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 2019-2020 Town Budget.

The Warrant Committee moved and seconded to pass Article 45 in the amount of \$573,102.00

A voice vote was called and Article 45 passed.

*Written ballot required for Article 46.*

**Article 46.** To see if the Inhabitants of the Town of Mount Desert will vote to increase the property tax levy limit by \$226,012.00.

The Warrant Committee moved and seconded to pass Article 46 at \$226,012.00.  
A written ballot vote was conducted and Article 46 passed at \$226,012.00 with 76 ayes and 5 nays.

**Article 47.** To see if the Inhabitants of the Town of Mount Desert will vote to ratify the Board of Selectmen's approval of the Marina Proprietary Fund budget.

The Warrant Committee moved and seconded to pass Article 47.  
A voice vote was called and Article 47 passed.

School Superintendent Marc Gousse, commented that there was no increase in the budget from the prior year, but that the budget included a 10% anticipated increase for healthcare premiums; therefore there is a savings of \$65,995.00. He said that the school would not be amending the budget figures presented in the warrant.

**Article 48.** To see what sum the School Board will be authorized to expend for Regular Instruction for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 48 in the amount of \$1,627,863.00  
A voice vote was called and Article 48 passed.

**Article 49.** To see what sum the School Board will be authorized to expend for Special Education for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 49 in the amount of \$866,911.00.  
A voice vote was called and Article 49 passed

**Article 50.** To see what sum the School Board will be authorized to expend for Career and Technical Education for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 50 in the amount of \$00.00.  
A voice vote was called and Article 50 passed.

**Article 51.** To see what sum the School Board will be authorized to expend for Other Instruction for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 51 in the amount of \$79,383.00.  
A voice vote was called and Article 51 passed.

**Article 52.** To see what sum the School Board will be authorized to expend for Student & Staff Support for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 52 in the amount of \$436,235.00.  
A voice vote was called and Article 52 passed.

**Article 53.** To see what sum the School Board will be authorized to expend for System Administration for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 53 in the amount of \$88,564.00  
A voice vote was called and Article 53 passed.

**Article 54.** To see what sum the School Board will be authorized to expend for School Administration for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 54 in the amount of \$261,909.00  
A voice vote was called and Article 54 passed.

**Article 55.** To see what sum the School Board will be authorized to expend for Transportation & Buses for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 55 in the amount of \$193,597.00.  
A voice vote was called and Article 55 passed.

**Article 56.** To see what sum the School Board will be authorized to expend for Facilities Maintenance for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 56 in the amount of \$542,656.00.  
A voice vote was called and Article 56 passed.

**Article 57.** 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, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 57 in the amount of \$332,869.00.  
A voice vote was called and Article 57 passed.

**Article 58.** To see what sum the School Board will be authorized to expend for All Other Expenditures for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 58 in the amount of \$72,000.00.  
A voice vote was called and Article 58 passed.

*Hand Count required for Article 59.*

**Article 59.** 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 \$1,960,122.00) 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, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 59 in the amount of \$1,690,321.00. Question asked and answered as to the difference in the recommended number and the number budgeted. The recommended number includes State funding. A hand count vote was conducted and Article 59 passed with 74 Ayes and 0 Nays.

*Hand Count required for Article 60.*

**Article 60.** 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, 2019 and ending June 30, 2020.

The Warrant Committee moved and seconded to pass Article 60 in the amount of \$332,869.00. A hand count vote was conducted and Article 60 passed with 71 Ayes and 0 Nays.

*Written ballot required for Article 61.*

**Article 61.** To see what sum the voters of the Town of Mount Desert will raise and appropriate in additional local funds for school purposes (**Recommend: \$1,978,277.00**) for the period July 1, 2019 and ending June 30, 2020, which exceeds the State's Essential Programs and Services allocation model by (**Recommend: \$1,978,277.00**) as required to fund the budget recommended by the school Board.

The School Board recommends **\$1,978,277.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$1,978,277.00**: The State funding model underestimates the actual costs to fully fund the 2019-2020 budget.

The Warrant Committee recommends **\$1,978,277.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$1,978,277.00**: The State funding model underestimates the actual costs to fully fund the 2019-2020 budget. (14 Ayes; 0 Nays)

A written ballot vote was conducted and Article 61 passed with 69 Ayes and 1 Nay.

*Hand Count required for Article 62.*

**Article 62.** 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, 2019 and ending June 30, 2020 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.

The Warrant Committee moved and seconded to pass Article 62 at \$4,501,987.00. A hand count vote was conducted and Article 62 passed with 68 Ayes and 0 Nays.

**Article 63.** In addition to the amount in Articles 48 – 62, 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 2019-2020 for school purposes provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

The Warrant Committee moved and seconded to pass Article 63.  
A voice vote was called and Article 63 passed.

### **Adjournment**


Moderator Ferm thanked Warrant Committee members Jerry Miller and Phil Lichtenstein for their motions; the Town officials and staff for their diligence and hard work; and the Town's people for their respectful debates, discussions and votes. He asked that the Town residents applaud themselves for staying until the end of the meeting to ensure the quorum.

Selectman Chair John Macauley thanked Moderator Ferm for his service.

School Superintendent Marc Gousse thanked the town on behalf of the schools' children and staff for the Town's support.

At 9:06 p.m. Moderator Ferm made his favorite motion – to adjourn the meeting by standing to indicate the affirmative. All stood and the meeting was adjourned.

Duly recorded:

  
\_\_\_\_\_  
Claire Woolfolk, Town Clerk  
Town of Mount Desert

Attest: A True Copy

\_\_\_\_\_  
Town Clerk, Mount Desert



# **Appendices**

## **Appendix A**

### **Town of Mount Desert SINGLE USE CARRYOUT BAG ORDINANCE**

#### **SECTION 1. PURPOSE:**

It is in the best interests of the citizens of and visitors to the Town of Mount Desert to protect the environment and natural resources of the Town and the State of Maine and the bodies of water within and adjacent to the Town by: prohibiting the use and distribution of plastic single use carryout bags, discouraging the distribution of disposable paper single use carryout shopping bags, and encouraging the use of reusable shopping bags.

Therefore, the purpose of this Ordinance is to limit the use of single use carryout bags to reduce litter and to reduce the environmental impact caused by the use of single use plastic bags.

#### **SECTION 2. AUTHORITY:**

This Ordinance is enacted under the Home Rule Authority of municipalities pursuant to the Constitution of the State of Maine, Article VIII, Part 2, Section 1, the provisions of Title 30-A MRS Chapter 141, and the general power of municipalities to enact police power ordinances.

#### **SECTION 3. DEFINITIONS:**

**CUSTOMER:** An individual who purchases or accepts food, beverage or merchandise for use or consumption.

**PRODUCT AND PRODUCE BAGS:** Bags without handles used exclusively to carry produce, meats, seafood and bulk items, for the purpose of containing those items or preventing direct contact between those items and other items. These bags are used to carry items to the point of sale inside a Store or to prevent such items from coming into direct contact with other purchased items.

**REUSABLE BAG:** A bag specifically designed and manufactured for the repeated use of carrying food, beverage or merchandise, whether made of cloth, fiber or plastic; is machine washable or made from a material that can be cleaned and disinfected regularly; has the capability of carrying 18 pounds or more; and, if plastic, is at least 3.0 mil thick.

**SINGLE-USE CARRYOUT BAG:** A bag other than a Reusable Bag, as defined above, provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the Store. The term Single Use Carry-Out Bag includes compostable and biodegradable bags, but does not include Reusable Bags, Produce Bags,

Product Bags required for special handling, or bags provided by pharmacists to contain prescription drugs.

STORE: Any commercial enterprise engaged in the sale of food and merchandise, including – but not limited to – grocery and convenient stores, markets, pharmacies, restaurants, take out food, temporary and seasonal businesses, food trucks, and other merchant retailers. Nonprofit and religious organizations are not considered retailers.

#### **SECTION 4. RESTRICTION ON SINGLE-USE CARRYOUT BAGS**

Except as provided below, no Store as defined above shall provide or sell a Single-Use Carryout Bag to a customer at a checkout stand, cash register, point-of-sale or other point of departure for the purpose of transporting any goods or merchandise out of the establishment.

#### **SECTION 5. PERMITTED BAGS**

- A. A Store may, at its discretion, make a Reusable Bag or a paper bag available to the customer either for free or for a fee at the checkout stand, cash register, point of sale or other point of departure for the purposes of transporting food or merchandise out of the establishment. Businesses shall keep any proceeds from the sale of Reusable Bags and paper bags at point of sale. Notwithstanding the above, it is the express purpose of this Ordinance to discourage the use of Single-Use Carryout Bags, including paper bags.
- B. Customers are encouraged to bring Reusable Bags to Stores, which may choose to provide a rebate for such.
- C. Customers may use bags of any type that they bring into the Store for their own use.

#### **SECTION 6. EXEMPTIONS**

The Town Select Board, in its sole discretion, may grant a temporary exemption from the provisions of this Ordinance to a Store upon request by the Store. Such exemptions shall be granted for requests deemed by the Town Select Board to be reasonable, such as unused plastic bag inventory.

#### **SECTION 7. VIOLATIONS AND ENFORCEMENT**

- A. The Town Manager or his/her designee(s) shall have the primary responsibility of the enforcement of this Ordinance. If the Town Manager or his/her designee(s) determines that a violation of the Ordinance has occurred, a written warning notice shall be issued to the Store. If an additional violation occurs after a written warning has been issued, the Town Manager or his/her designee shall issue a written Notice of Violation (NOV) and shall impose a penalty as set forth below.
- B. Violations of this Ordinance shall be punishable by fines as follows:
  - 1. A fine not exceeding \$100 for the first written NOV violation in a one-year period.

2. A fine not exceeding \$200 for the second and each subsequent written NOV in a one year period. Each day that a violation occurs shall be considered a subsequent violation.
3. Fines are payable within 15 days of receipt of written notice of violation.

#### **SECTION 8. APPEALS**

Any decision, action, or inaction pertaining to this Ordinance may be appealed to the Maine Superior Court (Hancock County) within 30 days of the decision, action or inaction.

#### **SECTION 9. SEVERABILITY**

In the event any portion of this Ordinance shall be found to be invalid by a court of competent jurisdiction, the remaining portions of the Ordinance shall remain in effect.

#### **SECTION 10. EFFECTIVE DATE**

The provisions of this ordinance shall become effective on May 8, 2019.

## **Appendix B**

### **Town of Mount Desert POLYSTYRENE FOAM FOOD SERVICE CONTAINER ORDINANCE**

#### **1. PURPOSE:**

It is in the best interests of the citizens of and visitors to the Town of Mount Desert to protect the environment and natural resources of the Town and the State of Maine and the bodies of water within and adjacent to the Town by prohibiting the use and distribution of polystyrene foam food service containers.

Therefore the purpose of this Ordinance is to ban the use of polystyrene foam food service containers to reduce litter and to reduce the environmental impact caused by the use of polystyrene foam food service containers.

#### **2. AUTHORITY:**

This Ordinance is enacted under the Home Rule Authority of municipalities pursuant to the Constitution of the State of Maine, Article VIII, Part 2, Section 1, the provisions of Title 30-A M.R.S. Chapter 141, and the general power of municipalities to enact police power ordinances.

#### **3. DEFINITIONS:**

**ESTABLISHMENT:** A person or entity engaging in the sale or distribution of Prepared Food or beverages to consumers. This includes, but is not limited to, retail vendors of food or beverages, restaurants, take-outs, schools, hospitals, religious institutions, governmental institutions, community centers, markets, temporary and/or seasonal vendors and on-site events.

**FOOD PACKAGER:** Any person who places food in packaging materials for the purpose of retail sale of those products.

**POLYSTYRENE FOAM:** Expanded and extruded polystyrene foam and blown polystyrene, generally used to make cups, bowls, plates, trays, clamshell containers, meat trays, and egg cartons. This does not include oriented (clear) polystyrene.

**POLYSTYRENE FOAM FOOD SERVICE CONTAINER:** Any food container made, in whole or in part, of polystyrene foam and used to package or hold food or beverage for onsite or offsite consumption.

**PREPARED FOOD:** Food or beverages which are served or sold at an establishment having been either previously prepared elsewhere or prepared at the establishment.

#### **4. RESTRICTIONS:**

- A. No Establishment in the Town of Mount Desert shall serve or sell prepared food in – and no Food Packager shall package food in – polystyrene foam food service containers.

- B. No party shall sell or distribute polystyrene foam food service containers within the Town of Mount Desert.

## **5. EXEMPTIONS:**

- A. Items pre-packaged in polystyrene foam food service containers outside the Town of Mount Desert may be sold without repackaging those items.
- B. Uncooked meat and seafood may be sold in polystyrene foam food service containers.
- C. Items to be shipped to points outside Mount Desert may be packaged in polystyrene foam food service containers for shipping.
- D. An Establishment or Food Packager may be granted a temporary exemption from the provisions of this Ordinance in a situation deemed to be necessary by the Town Select Board, or for the immediate preservation of the public health and safety.

## **6. VIOLATIONS AND ENFORCEMENT**

- A. The Town Manager or his/her designee(s) shall have the primary responsibility of the enforcement of this Ordinance. If the Town Manager or his/her designee(s) determines that a violation of the Ordinance has occurred, a written warning notice shall be issued to the Establishment. If an additional violation occurs after a written warning has been issued, the Town Manager or his/her designee shall issue a written Notice of Violation (NOV) and shall impose a penalty as set forth below.
- B. Violations of this Ordinance shall be punishable by fines as follows:
  - 1. A fine not exceeding \$100 for the first written NOV violation in a one-year period.
  - 2. A fine not exceeding \$200 for the second and each subsequent written NOV in a one-year period. Each day that a violation occurs shall be considered a subsequent violation.
  - 3. Fines are payable within 15 days of receipt of written notice of violation.

## **7. APPEALS**

Any decision, action, or inaction pertaining to this Ordinance may be appealed to the Maine Superior Court (Hancock County) within 30 days of the decision, action or inaction.

## **8. SEVERABILITY**

In the event any portion of this Ordinance shall be found to be invalid by a court of competent jurisdiction, the remaining portions of the Ordinance shall remain in effect.

## **9. EFFECTIVE DATE:**

The provisions of this Ordinance shall become effective on May 8, 2019.

## Appendix C

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

### Land Use Zoning Ordinance

#### 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.

**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**

**X**      **Use is prohibited**

**CEO**    **Use allowed with a permit from the code enforcement officer**

VR1	VILLAGE RESIDENTIAL ONE
VR2	VILLAGE RESIDENTIAL TWO
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

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### Section 3.4 Permitted, Conditional, and Excluded Uses by District

LAND USE:	Districts								
	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
<b>COMMERCIAL</b>									
Mineral Extraction	X	X	X	X	X	X	X	X	X
Mobile Food Vendors	X	X	X	<del>XC</del>	X	CEO	X	X	X
Office Building	C	C	X	C	CEO	X	X	X	X

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### 6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

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#### **Section 6B.20. Mobile Food Vendors**

1. Mobile Food Vendors must have a license issued by the Code Enforcement Officer pursuant to the provisions in the Sale of Food and Merchandise Ordinance.
2. Mobile Food Vendors in the Shoreland Commercial District may only operate in designated areas within Town-owned property with written authorization posted on the unit.
3. Mobile Food Vendors may only operate on Private Property in the Rural Woodland District with written authorization posted on the unit.
4. Mobile Food Vendors must receive Conditional Use Approval from the Planning Board in order to operate in the Rural Woodland District. In addition to all of the relevant Conditional Use Approval application submission requirements, the following

submissions, in a form acceptable to the Planning Board shall be required, unless waived by the Planning Board:

- a. A site plan drawing showing the general layout of the proposed area to be used by the Mobile Food Vendor including the location where the Mobile Vending Unit will be located, parking, vehicular circulation, and any outdoor seating areas. This plan must be legible and drawn to scale. The site plan shall include all of the following:
    1. The general layout and dimensions of the area of used for operations of the Mobile Food Vendor, including the location on the site where the mobile vending unit will be will be parked.
    2. Property lines, required setbacks, and other site features.
    3. Footprint of existing buildings.
    4. Sufficient detail to demonstrate vehicle and pedestrian circulation within the site.
    5. Name, address, and the phone number of the property owner.
    6. Street address and municipal tax map and lot number.
    7. North arrow and drawing scale.
  - b. A letter showing evidence that the Mobile Food Vendor is authorized to operate on the property.
  - c. A written description of the business, including the food to be sold, hours of operation, and type of mobile vending unit.
5. In addition to the criteria and standards listed in Section 6 of the Land Use Zoning Ordinance these additional criteria and standards shall apply to Mobile Food Vendors operating in the Rural Woodland District.
- a. Hours of operation shall be limited to the hours between 6 a.m. and 10 p.m. The Town of Mount Desert Police Department has the sole discretion to require a cessation in operations of a mobile vending unit where, in the opinion of the Department, the unit is causing or contributing to a breach of the peace or other adverse public safety conditions.
  - b. All business activity related to a Mobile Food Vendor shall be of a temporary nature, the duration of which shall not exceed 120 days per year.



- c. Mobile Food Vendors must be located at least two-hundred (200) feet from any fixed based food service establishment with an operating kitchen measured from the nearest edge of the property
- d. Mobile Food Vendors must supply a trash receptacle and a recycling receptacle in a convenient location that does not impede pedestrian or vehicular traffic and is sufficient in size to collect all waste generated by customers and staff of the mobile vending operation. All trash and debris generated by customers and staff shall be collected by the Mobile Food Vendor and removed from the site each day for lawful disposal and/or recycling.
- e. No sales or service of alcohol shall be allowed by Mobile Food Vendors.
- f. Mobile Food Vendors shall not create excessive noise. Any auxiliary power required for the Mobile Vending Unit shall be self-contained. No amplified music, compressors or loudspeakers are permitted.
- g. No signage other than that exhibited on or inside of the Mobile Vending Unit may be displayed.
- h. In addition to the lighting standards in Section 6A.6, any exterior lighting shall be designed and placed in such a manner that it does not result in glare or light spillage onto other properties or interfere with vehicular traffic.
- i. Mobile Vending Units must not exceed twelve (12) feet in width, including any side extensions or awnings. Mobile Vending Units must not exceed forty (40) feet in length, including the length of any trailer hitch, trailer, or other extension.
- j. Mobile Vending Units and associated site development shall be effectively sited and, whenever possible, buffered from adjacent properties to minimize and otherwise address offsite impacts (e.g., noise, adverse visual impact). The Planning Board may require, as a condition of approval, specific actions to ensure the long-term effectiveness of any buffering or screening.
- k. Mobile Vending Units utilizing an electrical connection to maintain power shall do so in a manner that does not create a tripping or public safety hazard.

- I. The owner and operator of a mobile vending unit is responsible for applying and obtaining all other necessary local, state or federal licenses required for the service of food and beverages. The Mobile Vending Unit itself must be in compliance with the motor vehicle laws of the State of Maine.

## SECTION 8 DEFINITIONS

**MOBILE FOOD VENDOR:** A mobile food vendor is a self-contained food service operation, located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service.

**MOBILE VENDING UNIT:** A mobile motorized wheeled or towed vehicle used to store or display merchandise and/or prepare and serve food.

### Sale of Food and Merchandise Ordinance of the Town of Mount Desert

Enacted May 5, 2015  
Amended May 2, 2017  
Amended May --, 2019

### Article V – Mobile Vending License

#### Sec. 1. License Required

1. All Mobile Vendors must have a license issued by the Code Enforcement Officer of the Town of Mount Desert. Additionally, for all Mobile Food Vendors in the Rural Woodland

District, a conditional use permit shall be obtained from the Town of Mount Desert Planning Board.

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#### Sec. 2. Application

1. Each applicant for a Mobile Vending license shall provide a specific description of the business, the goods to be sold, the equipment to be used and the proposed hours of operation, as well as a photo of the Mobile Vending ~~u~~Unit.
2. The license fee for a Mobile Vending ~~l~~License shall be determined by the Town of Mount Desert Board of Selectmen on an annual basis.
3. Mobile Vending ~~l~~Licenses shall be valid for one (1) year from the date of issuance. A new application must be filed each year. All applications are due by April 1<sup>st</sup> of each year.
4. ~~however, if all permitted locations are not licensed for~~ of the designated locations within Town-owned parking lots in the Shoreland Commercial District are not licensed by May 15<sup>th</sup>, late applications will be considered on a first come, first serve basis.

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#### Sec. 3. Conditions of Operation for Mobile Vendors in the Shoreland Commercial District

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#### Sec. 4. Conditions of Operation for Mobile Vendors in the Rural Woodland District

1. Mobile Vendors may operate only as approved by the Planning Board as part of a Conditional Use Approval.
2. Approved vendors may operate from 6:00 a.m. until 10:00 p.m. The Town of Mount Desert Police Department has the sole discretion to require a cessation in operations of a mobile vending unit where, in the opinion of the Department, the unit is causing or contributing to a breach of the peace or other adverse public safety conditions.

## Appendix D

Town of \_\_\_\_\_

### SOLID WASTE CONTRACT

**THIS AGREEMENT** is made and entered into this \_ day of \_\_, 2019, by and between **E.M.R., INC.**, a Maine corporation having a place of business in Southwest Harbor, Hancock County, Maine, (the "Contractor") and the **TOWN OF \_\_\_\_\_**, a municipal corporation duly existing under the laws of the State of Maine, having a principal place of business at \_\_\_\_\_, Hancock County, Maine, ("Town").

#### WITNESSETH:

**WHEREAS**, the Contractor owns and operates a solid waste transfer station, licensed by the State of Maine Department of Environmental Protection ("DEP"), in the Town of Southwest Harbor, Hancock County, Maine, (the "SWH Facility") that provides for the acceptance, storage, handling, processing, marketing and/or transportation of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris ("CDD"), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**WHEREAS**, it is understood between the Town and the Contractor that the terms and conditions as expressed in this agreement are such that the Contractor must have the ability to manage and operate the SWH Facility in conformance with the DEP, USEPA and other state and federal laws, statutes, rules and regulations.

**WHEREAS**, the Contractor provides Municipal Solid Waste transportation services from the SWH Facility to DEP licensed waste processing and disposal facilities, such as but not limited to, **Coastal Resources of Maine (CRM)**, 92 Bouchard Way, Hampden, Maine and **Juniper Ridge Landfill (JRL)**, 2828 Bennoch Road, Alton, Maine and **Waste Management-Crossroads (WM)**, 327 Mercer Road, Norridgewock, Maine.

**WHEREAS**, the Town has made arrangements with CRM (Disposal Facility-MSW) for the disposal of Municipal Solid Waste generated by the Town.

**WHEREAS**, the Town wishes to enter into an agreement with the Contractor for the disposal of Solid Waste through the use of the SWH Facility and for the transportation of Solid Waste from the SWH Facility to DEP licensed Disposal Facility-COD, Disposal Facility-MSW, Disposal Facility-Recycle and Disposal Facility-Wood Waste for the disposal of non-hazardous Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris (CDD), Bulky Waste, Scrap Metal and White Goods, Tires, and Inert Fill.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and agreements herein contained, the Contractor and the Town hereby agree as follows:

**1.0 TERM:** The term of this Agreement shall be for (5) years beginning July 1, 2019 and ending June 30, 2024. Each twelve-month period is a "Contract Year". This Agreement shall automatically renew with the same terms and conditions unless the Town provides the Contractor with written notice of termination by "Certified Mail" on or before March 5, 2024. The renewed contract term shall be from July 1, 2024 to June 30, 2029.

**2.0 DEFINITIONS:**

The capitalized words and phrases used in this Solid Waste Contract shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

**"Acadia Disposal District"** means a quasi-municipal corporation duly existing under the laws of the State of Maine having a mailing address of P.O. Box 248, Northeast Harbor, ME 04662 whose member municipalities include the Towns of Cranberry Isles, Frenchboro, Mount Desert, Tremont and Trenton.

**“Authorized Agent”** means a person, partnership or corporation that is authorized to dispose of Permissible Wastes at the SWH Facility on behalf of the Town or an Authorized Individual.

**“Authorized Individual”** means any person, partnership, corporation or other entity that either owns, rents, leases (on a permanent or temporary basis) a dwelling or operates a commercial establishment in a Town.

**“Bulky Waste”** means items such as, but not limited to, mattresses, box springs, upholstered furniture, carpeting, floor padding and similar materials.

**“Co-mingled Containers”** means recyclable containers made from polyethylene terephthalate (PETE #1), high density polyethylene (HDPE #2 plastic), ferrous cans and aluminum cans that contain a volume of one gallon or less.

**“Compostable Organic Waste”** means Residential and Commercial Compostable Organic Wastes that have been separated from Transfer Solid Waste prior to acceptance at the SWH Facility.

**“Contract Year”** means the twelve-month period beginning on July 1, and ending on June 30,

**“Construction and Demolition Debris” (“CDD”)** means Solid Waste resulting from construction, remodeling, repair, and demolition of structures, said wastes may include, but are not limited to, building materials, dimensioned lumber, discarded furniture, asphalt, wall board, pipes, plumbing fixtures such as toilets and sinks, conduits, wire, sheetrock, plaster, insulation, roofing materials, painted wood, pressure treated wood, packaging materials and bituminous concrete pavement. It excludes: partially filled containers of glues, tars, solvents, resins, paints, caulking compounds, friable asbestos and other special wastes.

**“Demolition Wood”** means that portion of Wood Waste that includes lumber, and wood items from Construction and Demolition Debris (CDD) waste.

**“Developed Parcel”** means a parcel of land located within the boundary of the Town, that the Town has specifically identified on its tax maps with a tax map number and lot number and which said lot has structures or is permitted to have structures thereon.

**“Diesel Fuel Price Per Gallon”** means the diesel fuel price per gallon, as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England Region), shall be used by the Contractor to calculate the diesel fuel charge for the payment categories as stated in section 10.17 Fuel Charge.

✓ **“Disposal Facility-CDD”** means a disposal facility located in the State of Maine and licensed by the DEP to accept CDD, Bulky Waste, Demolition Wood Wastes and similar items. The primary Disposal Facility-CDD is Juniper Ridge Landfill, 2828 Bennoch Road, Old Town, ME 04468. The alternate Disposal Facility-CDD is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04597.

**“Disposal Facility-MSW”** means a disposal facility located in the State of Maine and licensed by the DEP to accept Municipal Solid Waste (MSW) which shall include Transfer Solid Waste but shall not include CDD, Bulky Waste, Recycle Waste, Universal Waste, Scrap Metal, White Goods and Wood Waste. The primary Disposal Facility-MSW is Coastal Resources of Maine, 92 Bouchard Way, Hampden, ME. The alternate Disposal Facility-MSW recommended by the Town is Crossroads Landfill, 357 Mercer Road, Norridgewock, ME 04597.

**“Disposal Facility-Recycle”** means a disposal facility located in the State of Maine which is permitted to accept Recyclable Items which may include corrugated cardboard; mixed newspaper and magazines; co-mingled containers (one gallon or less) which may include metal (aluminum, steel, and tin) and plastic



containers numbered 1 and 2. The Disposal Facility-Recycle are Coastal Resources of Maine, 92 Bouchard Way, Hampden, Maine, Pine Tree Waste – Zero Sort, Old Town, ME.

**“Disposal Facility-Tires”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept tires. The primary Disposal Facility-Tires is BDS Waste Disposal Inc, 357 Mercer Rd., Norridgewock, Maine.

**“Disposal Facility-Green Wood Waste”** means a disposal facility located in the State of Maine which is licensed by the DEP to accept Green Wood and Stumps. The primary Disposal Facility-Green Wood Waste is Gary Pomeroy Logging, 1909 Hammond Street, Hermon, ME 04401.

**“Freon/Mercury Removal”** means Scrap Metal that contains Freon or Mercury and requires the Freon or Mercury to be removed.

**“Green Wood”** means land clearing debris that is reasonably free of stumps, soil material and rock.

**“Guaranteed Annual Tonnage” (GAT)** means the minimum tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered by the Town or its Authorized Individuals to the Contractor in each contract year. GAT shall equal the sum of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste.

**“Hazardous Waste”** means a waste substance or material, in any physical state, designated as hazardous by the State of Maine Board of Environmental Protection under section 1319-O. It does not include waste resulting from normal household or agricultural activities. The fact that a hazardous waste or part or constituent may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Hot Load”** means waste which is on fire or smoldering when delivered to the SWH Facility.

**“Inert Fill”** means clean soil material, including soil from road ditching and sand from winter sand cleanup, rock, bricks, and cured concrete without rebar, which are not mixed with other solid or liquid waste, and which are not derived from an ore mining activity.

**“Land Clearing Debris”** means Solid Waste resulting from the clearing of land and consists solely of brush, stumps, soil material and rock.

**“Miles or Distance”** means the actual road miles traveled by the Contractor from the SWH Facility to the disposal site. It is understood by the Town that the Contractor may be prevented by the State of Maine or the United States of America Departments of Transportation to use certain roads, such as Routes 95 and 395, due to the gross vehicle weight limits imposed on roads that are less than the weight limits the Contractor is registered to haul.

**“Municipal Solid Waste”** means solid waste emanating from household and normal commercial sources. Municipal Solid Waste includes front end process residue from the processing of Municipal Solid Waste.

**“Net Sale Price”** means the difference between the price received from the sale of items less transportation and marketing expenses.

**“Non-Permissible Waste”** means the following items are specifically excluded and not permitted for deposit at the SWH Facility or for transport to a Disposal Facility: toxic or highly volatile materials, used oil, waste oil, other petroleum products, sludge, septage, and any substance now or hereafter classified as Hazardous Waste or Special Waste by DEP and/or the United States Environmental Protection Agency (“EPA”), in any quantity whatsoever.

**“Permissible Wastes”** means only those wastes specifically permitted during the term of this Agreement by the DEP as acceptable at a Solid Waste facility. Wastes not permitted by the DEP must not be accepted

at the SWH Facility. Hazardous Waste, or waste not easily identified by the Contractor as non-hazardous, must not be accepted at the SWH Facility. Permissible Wastes shall include Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Wood Wastes, Construction and Demolition Debris, Bulky Waste, Scrap Metal, White Goods, Inert Fill, and Universal Waste.

**“Recyclable”** means possessing physical and economic characteristics that allow a material to be recycled.

**“Recyclable Items”** means the list of Recyclable Items recovered from the Transfer Solid Waste stream that the designated Disposal Facility-Recycle accepts. All Recyclable Items delivered to the SWH Facility shall be clean and in conformity to the specifications required by the Disposal Facility-Recycle.

**“Recycle”** means to recover, separate, collect and reprocess waste materials for sale or reuse other than as fuel for the generation of heat, steam or electricity.

**“Recycling”** means the collection, separation, recovery and sale or reuse of materials that would otherwise be disposed of or processed as waste or the mechanical separation and treatment of waste, other than through combustion, and the creation and recovery of reusable materials other than as fuel for the generation of electricity.

**“Recycling Processing Center”** means a recycling center that, (1) receives commercial size deliveries of recyclable items, (2) uses leading-edge technology to permit the acceptance of a wider variety of Recyclable Items in an efficient and economical manner and (3) reduces the need to separate Recyclable Items by category for collection. A Recycling Processing Center may include Single Sort (single stream) Recycling System.

**“Scrap Metal”** means bits and pieces of metal parts (such as bars, turnings, rods, sheets, and wire) or metal pieces that may be attached or combined together with bolts, welds or solder to form a product (such as scrap automobiles, radiators, or furniture) which whether worn or outdated can be recycled and which are not otherwise mixed with or contaminated with non-metal solid or hazardous wastes. For the purposes of this contract White Goods and junked vehicles shall be considered Scrap Metal.

**“Septage”** means waste, refuse, effluent, sludge and any other materials from septic tanks, cesspools or any other similar facilities.

**“Single Sort Recycling”** means a recycling method or program that permits the acceptance of Recyclable Items, as defined above, at the SWH Facility in a co-mingled form. The acceptable recyclable item list will be determined the Disposal Facility-Recycle.

**“Sludge”** means nonhazardous solid, semisolid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant or wet air pollution control facility or any waste having similar characteristics and effect. The term does not include industrial discharges that are point sources subject to permits under the federal Clean Water Act, 33 United States Code, Section 1342 (1999).

**“Solid Waste”** means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing, including, but not limited to, rubbish, garbage, refuse-derived fuel, scrap materials, junk, refuse, inert fill material and landscape refuse, but does not include hazardous waste, biomedical waste, septage or agricultural wastes. The fact that a Solid Waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Special Waste”** means any Solid Waste generated by sources other than domestic and typical commercial establishments that exists in such unusual quantity or in such chemical or physical state, or any combination thereof, that may disrupt or impair effective waste management or threaten the public health, human safety or the environment and requires special handling, transportation and disposal procedures. Special Waste includes, but not limited to:



- A. Ash;
- B. Industrial and industrial process waste;
- C. Sludge and dewatered septage;
- D. Debris from nonhazardous chemical spills and cleanup of those spills;
- E. Contaminated soils and dredge;
- F. Asbestos and asbestos-containing waste;
- G. Sand blast grit and nonliquid paint waste;
- H. High or low pH waste;
- I. Spent filter media and residue;
- J. Shredder residue and
- K. Other waste designated by the Board of Environmental Protection, or by rule of the Department of Environmental Protection.

**“Solid Waste Transfer Station Services”** means services which include the storage, handling, processing, marketing, disposal and/or transportation of Permissible Wastes to licensed Solid Waste disposal sites, as described herein.

**“Storage Box”** means a storage box or crate that is provided by the contractor in the recycling center for the use by an authorized individual for the collection of small loads of Transfer Solid Waste and Recyclable Items.

**“Stumps”** means stumps.

**“Tires”** means Solid Waste consisting of any used, scrap, or otherwise discarded rubberized vehicle tires, including whole tires as well as products derived from the processing of whole tires, including but not limited to shredded or chipped or crumb rubber.

**“Transfer”** means to receive, store, accumulate, and/or consolidate Solid Waste in sufficient volume to be able to containerize, with or without compaction, for efficient transportation to another facility. It does not include the transport of Solid Waste.

**“Transfer Station”** means any Solid Waste facility constructed and managed for the transfer of Solid Waste.

**“Transfer Solid Waste”** means non-hazardous Solid Waste, as defined by DEP Solid Waste Management Rules, as may be amended from time to time, and Permissible Waste for delivery to Disposal Facility-MSW for acceptance at but not limited to a facility such as CRM.

**“Universal Waste”** means any waste listed in section 3.A(13) (b) of Chapter 850, the Maine Hazardous Waste Management Rules, including but not limited to cathode ray tubes (CRT’s); mercury-containing lamps; mercury-containing thermostats; metal hydride, nickel-cadmium, small sealed lead acid, lithium and mercuric and silver oxide button batteries (collectively “Batteries”); electronic wastes (“e-wastes”); and totally enclosed, non-leaking polychlorinated biphenyl (PCB) ballasts.

**“Vegetative Wastes”** means wastes consisting of plant matter. These include plant stalks, hulls, leaves, and tree waste processed through a wood chipper.

**“Waste Oil”** means petroleum-based or synthetic oil that, through use or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties. Waste oil that exhibits hazardous waste characteristics, or has been contaminated with hazardous wastes in excess of quantities normally occurring in waste oil shall be considered hazardous waste.

**“White Goods”** means large appliances, including but not limited to stoves, refrigerators, freezers, washing machines, clothes dryers, hot water heaters, dishwashers, and air conditioners.



**“Wood Wastes”** means brush, Stumps, lumber, bark, wood chips, shavings, slabs, edgings, slash, sawdust and wood from production rejects that are not mixed with other Solid or liquid Waste.

**“Yard Waste”** means grass clippings, leaves reasonable free of branches and other similar vegetative matter.

- 3.0 Jurisdiction and Exclusive Rights:** It is agreed that the Contractor shall have the exclusive jurisdiction over the SWH Facility and shall designate the off-loading areas. The Town also agrees (a) that the Town and/or its Authorized Agents shall deliver all Permissible Wastes collected by the Town, by its Authorized Agents or through a contract in which the Town is a party, to the SWH Facility and (b) that the Town shall not compensate any person, partnership or corporation other than the Contractor for the disposal of Permissible Wastes except for Transfer Solid Waste delivered to the Disposal Facility by the Contractor, see section 11. “Payments to Disposal Facility-MSW”.

Nothing in this section shall prohibit the Town from compensating any persons, partnerships or corporations for waste collection services furnished by that person, partnership or corporation to the Town, provided that all Permissible Wastes so collected are delivered and disposed of at the SWH Facility and the Town pays the Contractor the fees provided for in this Agreement.

Nothing in this contract shall require the Town to adopt municipal “flow control” measures or require residents who do not utilize the Town’s waste collection services to dispose of their waste at the SWH Facility. If a resident chooses not to dispose of wastes at the SWH Facility the Town agrees not pay any disposal fees of said wastes on behalf of any person, partnership or corporation other than to the Contractor.

- 4.0 Separation of Wastes:** All wastes delivered to the SWH Facility will be deposited separately in their individually designated off-loading areas: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Green Wood Wastes, Yard Waste, CDD, Bulky Waste, Scrap Metal, Scrap Metal containing Freon and/or Mercury, Inert Fill, and Universal Waste.
- 5.0 Size Limits:** Permissible Wastes delivered to the SWH Facility shall not exceed the following dimensional requirements for the requisite wastes:
- 5.1** Transfer Solid Waste shall not have any linear dimension greater than seven (7) feet and the sum of the length, width and depth shall not exceed fourteen (14) feet.
- 5.2** Recyclable Items shall not contain co-mingled containers in a size greater than one (1) gallon.
- 5.3** Green Wood Wastes shall not have a linear dimension greater than eight (8) feet and the sum of the length, width and depth shall not exceed sixteen (16) feet nor weigh more than one (1) ton.
- 5.4** CDD shall not have any linear dimension greater than eight (8) feet nor weigh more than one (1) ton.
- 5.5** Tires shall not have a rim diameter greater than eighteen (18) inches or such smaller rim size as stipulated by Disposal Facility-Tires.
- 5.6** Inert Fill shall not have any linear dimension greater than six (6) feet nor weigh more than one (1) ton.
- 6.0 Tonnage and Record Keeping:**
- 6.1 SWH Facility:** It is agreed that Transfer Solid Waste deposited at the SWH Facility will be transported to a Disposal Facility-MSW as a composite of Transfer Solid Waste generated by the Town in addition to tonnages contributed by other sources including, but not limited to, ADD Member municipalities, Acadia National Park, and other municipalities in Mount Desert Island region.

- 6.2 Guaranteed Annual Tonnage:** It is agreed that the Town will deliver to the Contractor a minimum of \_\_\_\_\_ (\_\_\_\_\_) tons in each contract year. Guaranteed Annual Tonnages ("GAT") shall equal the sum of the tonnage of Transfer Solid Waste, Recyclable Items and Compostable Organic Waste delivered to the SWH Facility by the Town, its Authorized Agents or its Authorized Individuals.
- 6.3 Weighing of Tonnage:** It is agreed that the following distinct classes of wastes will be weighed, by the Contractor, on the Contractor's scales located at the SWH Facility, and that each weighing will be for a distinct class of waste: Transfer Solid Waste, Recyclable Items, Compostable Organic Waste, Demolition Green Wood Waste, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (may contain Freon and/or Mercury), and Inert Fill. All Permissible Waste tonnage shall be weighed by town of origin. The Contractor is contemplating adding a second motor truck scale for weighing vehicles delivering Permissible Wastes. In the event a second motor truck scale is added to the SWH Facility the Contractor will use one motor truck scale to weigh vehicles entering the SWH Facility and the second motor truck scale to weigh vehicle exiting the SWH Facility. The difference in the weights obtained from the two motor truck scales is the net weight of the Permissible Waste delivered. In the event one of the motor truck scales requires inspection, certification, maintenance or is not serviceable for whatever the reason the other motor truck scale will be used to weigh vehicles as they enter and exit the SWH Facility. In the event both motor truck scales are not serviceable the Contractor will use its best judgment to determine the net weight of the loads being delivered to the SWH Facility. The Contractor will use its best efforts to correct the problem and have the motor scale(s) operating as soon as possible.
- 6.3.1 Transfer Solid Waste Tonnage:** Transfer Solid Waste tonnage shall be weighed individually by town of origin. The Contractor shall calculate the Town's fraction or percentage of the total Transfer Solid Waste tonnage received at the SWH Facility by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility from all the Towns and other sources for that month. That fraction or percentage when multiplied by the total Transfer Solid Waste tonnage delivered to Disposal Facility-MSW by the Contractor for that month, as substantiated by Disposal Facility-MSW scale tickets, shall be the tonnage the Contractor uses to calculate the Town's SWH Facility Transfer Station Fee for that month.
- 6.3.2 Recyclable Item Tonnage:** Recyclable Items tonnage shall be weighed by Town of origin.
- 6.4 Record Keeping:** The Contractor shall provide the Town with a record of tonnage received at the SWH Facility for wastes the Town is responsible for payment. All charges to the Town will be substantiated by the Contractor's scale ticket. Each scale ticket will state the date, the type of waste, the gross, tare and net weights. The Contractor shall invoice the Town monthly. The charges stated in said monthly invoices shall be substantiated by the Contractor's scale ticket for those Solid Waste items that require weighing. The Contractor will additionally provide the ADD with a copy of the ADD member Towns' monthly invoice. Each invoice shall state the date, the monthly tonnage for each Solid Waste item and the amount charged. The Contractor will accept all Permissible Waste tonnages delivered to the SWH Facility that have been authorized by the Town to the extent that the Permissible Waste tonnage is acceptable to Disposal Facility-CDD, Disposal Facility-MSW, Disposal Facility-Recycle, Disposal Facility-Tires or Disposal Facility-Green Wood Waste and to the extent that the Contractor's DEP permit will allow. The scales located at the SWH Facility that are used to weigh Solid Waste accepted at the SWH Facility shall be certified by the State of Maine or its authorized representative. The Contractor shall arrange to have its scales calibrated annually. Scale certification shall be posted at the scale house located at the SWH Facility and may be inspected during normal working hours.

The Contractor is contemplating computerizing the motor truck scales used to weigh wastes that are delivered to the SWH Facility. In the event the contractor does computerize its motor truck scale(s) the Town agrees to receive a summary report listing the scale ticket information to the month statement instead receiving each scale ticket attached to the statement. The original scale tickets may be reviewed by the Town at the Contractor's place of business, during normal business hours.



- 7.0 SWH Facility Services and Procedures:** It is understood between the parties that the Contractor will accept for disposal at the SWH Facility the Permissible Wastes delivered by the Town, its Authorized Agents or Authorized Individuals. The attendant will then direct the transporter of the Permissible Waste to the individually designated off-loading areas located within the SWH Facility.

From time to time new technologies and programs may become available that have the potential to enhance or improve how a service is provided under this contract. In the event the Contractor, the Town or the ADD has identified such a technology or program that they wish to discuss with the other parties that may require a change to the contract to permit the use of said technology or program, the Contractor, the Town or the ADD shall inform the other parties of such new technology or program in writing. Upon receipt of said written notice the parties agree to discuss the use of such technology or program. If after thorough discussion of the proposed use of said technology or program it is decided between the parties to proceed with the use of said technology or program the Contractor could at its discretion add the use of said technology or program to section 9 Rules and Regulations provided section 10 Payment is not to be adjusted or other provisions of this contract are not in conflict with use of said technology or program. However, if section 10 Payments or other provisions in this contract other than section 9 Rules and Regulations require amending; the parties agree to use their best efforts to negotiate an amendment to permit the use of said technology or program.

The purpose of the following descriptions of services and procedures is to illustrate how the Contractor intends to perform the services provided for in this contract, however, it is understood between the parties that the Contractor shall have the ability to change or alter the procedure in which a particular service is performed, if in the opinion of the Contractor that the change or alteration of how the service to be performed will allow for a more effective or efficient service or permit the performance of the service in compliance with federal, state and municipal laws, ordinances, rules and regulations.

- 7.1 Transfer Solid Waste:** Two individually designated areas of the SWH Facility have been reserved for the off-loading and storage of Transfer Solid Waste. Transfer Solid Waste containers are in the Recycling Center for the acceptance of small individual loads of Transfer Solid Waste. There is at least one collection container for the Town. The collection containers shall be weighed and then emptied into the Transfer Station on an as-full basis. All large (pickup truck or larger) deliveries of Transfer Solid Waste will be directed to the Transfer Station for deposit. The co-mingling of Transfer Solid Waste with another Town prior to delivery to the SWH Facility shall not be permitted, except on the day before or after a legal holiday, a day when Disposal Facility-MSW is closed or on such other days as the Town permits. When a sufficient quantity of Transfer Solid Waste has accumulated in the Transfer Station said Transfer Solid Waste will be processed and prepared for shipment to Disposal Facility-MSW.
- 7.2 Tires:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal of tires. The attendant will weigh the tires and direct the transporter of the Permissible Waste to the designated off-loading area. In the event Disposal Facility-MSW or MDEP classifies Tires as Non-Permissible Transfer Solid Waste items, the Contractor shall not be required to accept Tires at the SWH Facility.
- 7.3 Recycling:** The Disposal Facility-Recycle provides two options for recycling.
- 7.3.1 Single Sort Recyclable Items (Option # 1):** An individually designated area of the SWH Facility has been reserved for the collection and storage of Single Sort Recyclable Items. Collection containers for the off-loading of Single Sort Recyclable Items are in the recycling center but are accessed from outside the recycling center from the parking lot. On an as-full basis, the collection containers will be weighed on a platform scale and a scale ticket will be prepared that indicates the Town of origin, the type of material, the gross, tare and net weights. Full containers will then be stored for further processing. When a sufficient quantity of Single Sort Recyclable Items has been collected it will then be processed for shipment. The Single Sort Recyclable Items shall conform to the acceptable recycling guidelines of the Disposal Facility- Recycle.



- 7.3.2 **Option #2:** Disposal Facility-Recycle has constructed what is called a Dirty MRF. A Dirty MRF is a recycling sorting system that separates recyclable items and reuse items from MSW. If option #2 is chosen all recyclable items need not be sorted from MSW and shall be delivered to the SWH Facility in a combined form and then delivered to the Disposal Facility-MSW. The Disposal Facility-Recycle will then separate the acceptable recyclable items from the MSW Waste Stream.
- 7.3.3 **Corrugated Cardboard:** Corrugated Cardboard may be collected separately, at the discretion of the Contractor, from the Single Sort Recyclable Items list. An individually designated area of the SWH Facility has been reserved for the collection and storage of Corrugated Cardboard. Collection Containers for the off-loading of Corrugated Cardboard are in the Recycling Center but are accessed from outside the recycling center from the parking lot. When a sufficient quantity of Corrugated Cardboard is collected it will be processed and prepared for shipment and sale.
- 7.4 **Compostable Organic Waste:** A specifically designated off-loading area of the SWH Facility has been reserved for the disposal, processing, curing and storage of Compostable Organic Waste. The attendant will weigh the Compostable Organic Waste and direct the transporter of the Permissible Waste to the designated off-loading area. The Compostable Organic Waste will be processed and cured in accordance with the DEP regulations. When the Compostable Organic Waste is cured it will be offered for sale as a soil amendment. It is understood that the Contractor will compost Compostable Organic Wastes delivered to the SWH Facility during that portion of the year (spring through fall) that the DEP permits the composting of Compostable Organic Wastes; however, Compostable Organic Wastes delivered to the SWH Facility during that portion of the year when composting is not permitted will be considered Transfer Solid Waste and directed to the Transfer Solid Waste off-loading area for disposal.
- 7.5 **Wood Wastes:** Three (3) specifically designated off-loading areas of the SWH Facility have been reserved for the off-loading, storage and processing of Wood Wastes (demolition wood, green wood and stumps). The attendant will weigh the Wood Wastes and direct the transporter to the designated off-loading area. Wood Wastes will be stored at the site until a sufficient quantity has accumulated, and then the Wood Wastes will be processed and prepared for shipment. There will be no open burning of Wood Wastes at the SWH Facility.
- 7.6 **Construction and Demolition Debris (CDD):** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading, storage, sorting and processing of CDD. The attendant will weigh the CDD and direct the transporter to the designated off-loading area. CDD will be stored at the site until a sufficient quantity has accumulated, and then the CDD will be processed and prepared for shipment to an off-site MDEP licensed CDD disposal facility.
- 7.7 **Bulky Waste:** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading, storage and processing of Bulky Waste. The attendant will weigh the Bulky Waste and direct the transporter to the designated off-loading area.
- 7.8 **Scrap Metal and White Goods:** There are two specifically designated off-loading areas of the SWH Facility that have been reserved for the off-loading and storage of Scrap Metal and White Goods. The attendant will direct the Authorized Individual delivering Scrap Metal and White Goods to either the specifically designated Freon/Mercury Removal off-loading area or the specifically designated Scrap Metal and White Goods off-loading area.
- 7.9 **Freon/Mercury Removal Off-Loading Area:** Scrap Metal and White Goods that contain either Freon or Mercury such as refrigerators, freezers, air conditioners, gas stoves etc., that do not have an official sticker affixed stating that all Freon and/or Mercury has been properly removed shall be directed to the specifically designated off-loading area for Freon/Mercury removal. When sufficient quantities have been collected removal of Freon and/or Mercury will be arranged. Once Freon and/or Mercury removal is complete said Scrap Metal and White Goods will be removed to the specifically designated Scrap Metal and White Goods off-loading area for storage and prepared for shipment.

- 7.10 Scrap Metal and White Goods Off-loading Area:** The attendant will direct all deliveries of Scrap Metal and White Goods not containing Freon and/or Mercury to the Scrap Metal and White Goods off-loading area. Scrap Metal and White Goods will be stored at the site until a sufficient quantity of Scrap Metal and White Goods has accumulated, and then the Scrap Metal and White Goods will be processed and prepared for shipment.
- 7.11 Inert Fill:** A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Inert Fill. The attendant will direct the transporter to the Inert Fill off-loading area.
- 7.12 Universal Waste:** Universal Waste will be accepted at the SWH Facility on the second Saturday of each month between the hours of 9:00 am and 1:00 pm for disposal. A specifically designated off-loading area of the SWH Facility has been reserved for the off-loading of Universal Waste. The attendant will direct the Authorized Individuals delivering Universal Waste to the specifically designated off-loading area. At the off-loading area the Contractor or its agent shall accept, weigh if necessary, collect associated Universal Waste disposal fees and prepare the Universal Waste for storage and shipment.

In the event Recycling technologies, systems or programs become available to the Contractor, which in the opinion of the Contractor would enhance the Recycling program presently provided, the Contractor may employ said Recycling technologies, systems or programs. The Contractor and the Town agree to negotiate, in good faith, an appropriate fee change whenever the Town and the Contractor have agreed that the Contractor should employ new Recycling technologies, systems or programs.

- 7.13 Hot Loads:** A specifically designated Hot Loads area has been reserved for the off-loading of Hot Loads. The attendant will direct the transporter to the Hot Load off-loading area.
- 8.0 SWH Facility Hours of Operation:** The Contractor agrees to accept Permissible Wastes from the Town, its Authorized Agents or its Authorized Individuals for disposal at the SWH Facility in accordance with the schedule listed below:

For the period from May 1 through October 31 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 5:00 p.m.

Saturday: Between 8:00 a.m. and 3:00 p.m.

For the period from November 1 through April 30 of each Contract Year:

Monday through Friday: Between 8:00 a.m. and 4:00 p.m.

Saturday: Between 8:00 a.m. and 1:00 p.m.

Sundays and Holidays: The SWH Facility will be closed on Sundays, legal holidays, or when Fiberight is closed.

- 9.0 Rules & Regulations:** The Town agrees to observe and conform to such reasonable rules and regulations as the Contractor may establish from time to time for the efficient and/or safe use of the SWH Facility. Rules and Regulations established by the Contractor for the operation of the SWH Facility shall conform to all federal, state and local statutes, regulations and ordinances. In the event the Contractor determines a change in rules and regulations is necessary, the Contractor shall provide the Town with written notification at least thirty (30) day prior to the date when the new or revised rules and regulations change will be implemented. In the event the Town disagrees with the implementation of the proposed rules and regulations changes, the Town and the Contractor agree to negotiate in good faith and use their best efforts to resolve the disagreement as soon as possible.
- 10.0 Payment:** It is agreed that the Town will pay the Contractor the fees as stated in sub-sections:
- 10.1 Access Fee,



10.2 SWH Facility Transfer Station Fee,  
10.3 Recycling Center Fees,  
10.4 Compostable Organic Waste Fee,  
10.13 Universal Waste Program Fee and  
10.16 Small Load Fee

for those Permissible Wastes delivered to the SWH Facility by the Town, its Authorized Agents or its Authorized Individuals.

It is also agreed that the Town will pay the Contractor the fees as stated in sub-sections:

10.5 Demolition Wood Fee,  
10.6 Green Wood Fee,  
10.7 Stumps Fee,  
10.8 CDD Fee, 10.9 Bulky Waste Fee,  
10.10 Scrap Metal and White Goods Fee,  
10.11 Freon/Mercury Removal Fee and  
10.12 Inert Fill Fee  
delivered to the SWH Facility by the Town.

It is also understood that Authorized Individuals shall pay directly to the Contractor for Permissible Waste tonnage that exceeds the tonnage permitted in sub-section 10.16 Small Load Fee, based upon the prevailing fee schedule at the time the Permissible Waste is accepted at the SWH Facility and not according to the fee schedule below and that the Town shall have no liability to the Contractor for such amounts. The Contractor shall invoice the Town on a monthly basis in accordance with the fee schedule listed below and the Town shall pay said invoices within thirty (30) days of said invoice. In the event the Town does not pay said invoice within thirty (30) days from the date of the statement the Town agrees to additionally pay the Contractor eighteen (18%) percent per annum until the statement amount is received by the Contractor.

The Town shall additionally pay the Contractor a fuel charge, as calculated in sub-section 10.17 Fuel Charge, said fuel charge shall be added to the fees as stated in sub-sections:

10.2 SWH Facility Transfer Station Fee,  
10.3 SWH Recycling Center Fee,  
10.5 Demolition Wood Fee,  
10.6 Green Wood Fee,  
10.7 Stumps Fee,  
10.8 CDD Fee,  
10.9 Bulky Waste Fee,  
10.10 Scrap Metal and White Goods Fee.

The fees as stated in sub-sections:

10.2 SWH Facility Transfer Station Fee,  
10.3 SWH Recycling Center Fee, 10.5 Demolition Wood Fee,  
10.6 Green Wood Fee,  
10.7 Stumps Fee,  
10.8 CDD Fee,  
10.9 Bulky Waste Fee, and  
10.10 Scrap Metal and White Goods Fee

do not include the cost of fuel as stated in sub-section 10.17 Fuel Charge.

- 10.1 Access Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00,000.00) dollars in twelve equal monthly installments, during each contract year, for the use of the SWH Facility.
- 10.2 SWH Facility Transfer Station Fee:** The Town agrees to pay the Contractor, \_\_\_\_\_ (\$00.00) dollars per ton for Transfer Solid Waste received at the SWH Facility and for the processing and shipment of Transfer Solid Waste from the SWH Facility to PERC.
- 10.3 SWH Recycling Center Fees.**

- 10.4 Compostable Organic Waste Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00.00) dollars per ton for the composting of Compostable Organic Waste.
- 10.5 Demolition Wood Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00.00) dollars per ton for Demolition Wood disposal.
- 10.6 Green Wood Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00.00) dollars per ton for Green Wood disposal.
- 10.7 Stumps Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00.00) dollars per ton for Stumps disposal.
- 10.8 CDD Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$000.00) dollars per ton for CDD disposal.
- 10.9 Bulky Waste Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$000.00) dollars per ton for Bulky Waste disposal.
- 10.10 Scrap Metal and White Goods Fee:** The Town agrees to pay the Contractor (\$00.00) dollars per ton for Scrap Metal and White Goods disposal.
- 10.11 Freon/Mercury Removal Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ (\$00.00) dollars per Scrap Metal item or appliance requiring the removal of Freon and/or Mercury.
- 10.12 Inert Fill Fee:** The Town agrees to pay the Contractor (\$00.00) dollars per ton for Inert Fill disposal.
- 10.13 Universal Waste Program Fee:** The Town agrees to pay the Contractor \_\_\_\_\_ \$0,000.00) dollars in twelve equal monthly installments for the Universal Waste collection program provided by the Contractor. The Town, its Authorized Agents or Authorized Individuals, shall pay the Contractor or its Authorized Agent separately for the disposal of Universal Waste in accordance with the then-prevailing Universal Waste fee schedule.
- 10.14 Hot Loads Fee:** The Contractor may additionally charge the Town a reasonable fee to defray additional expenses involved with disposing of Hot Loads.
- 10.15 Escalator:** In the event there is an increase or decrease in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers for the Northeast Region ("CPI-UNE"), the fees listed in sub-sections:  
 10.1 Access Fee,  
 10.2 SWH Facility Transfer Station Fee,  
 10.3 Recycling Center Fees,  
 10.4 Compostable Organic Waste Fee,  
 10.5 Demolition Wood Fee,  
 10.6 Green Wood Fee,  
 10.7 Stumps Fee,  
 10.8 CDD Fee,  
 10.9 Bulky Waste Fee,  
 10.10 Scrap Metal and White Goods Fee,  
 10.11 Freon/Mercury Removal Fee,  
 10.12 Inert Fill Fee and  
 10.13 Universal Waste Fee  
 shall increase or decrease at the beginning of the next Contract Year, after the first Contract Year, by the change in said CPI-UNE, between the month of May for the prior year and the month of May for the Contract Year. In the event this Agreement is renewed as stated in section 1. (Term), it is understood between the parties that the fees charged by the Contractor as stated in Section 10.0 Payment will be



adjusted in accordance with the escalator and that any extension of the term will create new Contract Years.

- 10.16 Small Load Fee:** The Town agrees to pay the Contractor for disposal of up to one (1.00) ton of Demolition Wood, Green Wood, Stumps, CDD, Bulky Waste, Scrap Metal and White Goods (include Freon/Mercury removal fee), and Inert Fill, per Developed Parcel delivered to the SWH Facility by any Authorized Individual in any calendar year in accordance with the fees as stated in sub-sections:

10.5 Demolition Wood Fee,  
10.6 Green Wood Fee,  
10.7 Stumps Fee,  
10.8 CDD Fee,  
10.9 Bulky Waste Fee,  
10.10 Scrap Metal and White Goods Fee,  
10.11 Freon/Mercury Removal Fee and  
10.12 Inert Fill Fee.

The Contractor will record the type of waste, the tonnage, the location of the developed parcel from which the waste originated and the name of the Authorized Individual delivering said waste to the SWH Facility. In the event more than one (1.00) ton of Permissible Wastes are delivered to the SWH Facility in any calendar year for a specific developed parcel by an Authorized Individual, said Authorized Individual shall pay directly to the Contractor for all the tonnage in excess of the one (1.00) ton in accordance with the Contractors then-prevailing fee schedule.

- 10.17 Fuel Charge:** In addition to the fees required above in this section there shall be a fuel charge as calculated below. The chart below states the number gallons of diesel fuel required to transport one load of the solid waste one mile, as shown in the payment categories below, from the SWH Facility to the designated disposal site and return to the SWH Facility.

Payment Sub-Sections	Gallons/mile
<b>10.17.1</b> Tractor Trailer Unit w/ a Gross Vehicle Weight of 100,000 pounds	.23 gallons/mile
<b>10.17.2</b> Roll-Off Truck Container Unit w/ a Gross Vehicle Weight of 68,000 pounds	.18 gallons/mile

Below is a list of Round-Trip Mileages from the SWH Facility to the most frequently used Disposal Facilities;

SWH Facility to CRM	104 miles
SWH Facility to JRL	138
SWH Facility to AIM	116
SWH Facility to WM	232
SWH Facility to BDS	232
SWH Facility to EcoMaine	368

It is agreed that the Contractor shall calculate the Fuel Charge per load each month by multiplying the gallons/mile, as shown in each of the payment sub-sections (10.17.1 through 10.17.2) listed above, by the Diesel Fuel Price per Gallon. The Diesel Fuel Price per Gallon shall be the US On-Road Diesel Fuel Price as published for the last week of the month by the Energy Information Administration (EIA) of the Department of Energy (New England PADD1A) for the month. The Fuel Charge for the month for each payment sub-section (10.17.1 through 10.17.2) is then calculated by multiplying the gallons/mile (sub-section 10.17.1 or 10.17.2) by the Round -Trip Mileage. This product equals the number of gallons of diesel fuel required to deliver one load of solid waste from the SWH Facility to the Disposal Facility and return to the SWH Facility. The number of gallons of diesel fuel is then multiplied by the Diesel Fuel Price per Gallon.

Sample Calculation (Transfer Solid Waste): If the Contractor delivers one (1) Tractor/trailer load of Transfer Solid Waste from the SWH Facility to CRM in the month of January and the average price paid by the Contractor for US On-Road Diesel Fuel for the month was \$2.75 per gallon the Fuel Charge is calculated as follows.



0.23 gallons/mile (10.17.1) X 104 miles = 23.92 gallons diesel fuel

23.92 gallons X \$2.75 price per gallon = \$65.78 (Fuel Charge)

The following fee categories have no fuel charge: 10.1 Access Fee, 10.3.1 SWH Recycling Center Fee, 10.4 Compostable Organic Waste, 10.11 Freon/Mercury Removal, 10.12 Inert Fill, 10.13 Universal Waste and 10.14 Hot Loads.

- 10.18 Surcharge:** In the event, the cost of an item, other than fuel, or service that is necessary or required by this contract for the performance of this contract increases by more than fifteen (15%) percent in any contract year, the Contractor and the Town agree to use their best efforts to negotiate a reasonable increase in the rates affected to compensate the Contractor for said increase. The Contractor will provide a copy of written documentation of said increase from the provider of the item or service to the Town.
- 11.0 Payments to Disposal Facility-MSW:** It is agreed by the parties that the Town, and not the Contractor, shall pay Disposal Facility-MSW disposal fees directly to Disposal Facility-MSW. The Contractor shall prepare monthly statements showing the Town's share of the weekly invoices that Disposal Facility-MSW has provided the Contractor for the Transfer Solid Waste delivered by the Contractor. The statements shall be prepared as follows:
- 11.1** The Contractor, after receipt of the weekly Disposal Facility-MSW invoices for each month, shall calculate the Town's share of the total Transfer Solid Waste delivered to Disposal Facility-MSW by dividing the tonnage of Transfer Solid Waste received at the SWH Facility from the Town during that month by the total Transfer Solid Waste tonnage received at the SWH Facility during said month. That fraction or percentage, when multiplied by the total of the invoices from Disposal Facility-MSW for that month, will provide the amount owed by the Town each month directly to Disposal Facility-MSW. For example: If (a) the Town delivers 100 tons of Transfer Solid Waste in a month, (b) the total Transfer Solid Waste received that month is 400 tons, and (c) the Disposal Facility-MSW invoices for the month total \$18,000 – the amount due from the Town to Disposal Facility-MSW that month is \$4,500.
- 11.1.1** After completing those calculations each month, the Contractor will deliver to the Town, either in person, via e-mail or via U.S. Mail, copies of (a) the weekly invoices received from Disposal Facility-MSW, (b) a sheet showing the total Transfer Solid Waste received that month, as well as the Transfer Solid Waste Tonnage received from the Town that month, and (c) a statement prepared by the Contractor showing the calculation of the amounts owed by each town to Disposal Facility-MSW.
- 11.1.2** To ensure that the Contractor receives the income under this Contract as anticipated by these parties, the Town agrees (a) that all Permissible Wastes collected in the Town on behalf of the Town shall be delivered to the Contractor's SWH Facility, and (b) that the Town shall not pay Disposal Facility-MSW any disposal fees other than those attributable to Permissible Wastes delivered by the Contractor and shown on the statements prepared by the Contractor each month as provided above; and
- 11.2** In the event Disposal Facility-MSW refuses to accept delivery of Transfer Solid Waste by the Contractor due to non-payment by the Town for its share of the Disposal Facility-MSW fees as calculated above, the Town agrees to the following:
- 11.2.1** After the Contractor has been notified by Disposal Facility-MSW of its refusal to accept deliveries of Transfer Solid Waste from the Town, the Contractor shall verify with the Town of said non-payment and inform the Town that deliveries of Transfer Solid Waste from the Town to the SWH Facility will not be accepted until the Contractor has been notified by Disposal Facility-MSW that the non-payment issue has been resolved between the Town and Disposal Facility-MSW. Upon receipt of said notification the Contractor shall resume acceptance of Transfer Solid Waste from the Town at the SWH Facility and resume deliveries of Transfer Solid Waste to Disposal Facility-MSW.
- 11.2.2** To compensate the Contractor as if the Transfer Solid Waste had been delivered and to additionally compensate the Contractor for all other expenses incurred by the Contractor due to the Contractor's refusal

to accept said delivery of Transfer Solid Waste by Disposal Facility-MSW. Said expenses incurred by the Contractor may include but not be limited to additional wait time, transportation or Disposal Facility-MSW disposal fees paid by the Contractor for the Town.

- 11.2.3** The Contractor's refusal to accept Transfer Solid Waste from the Town, its Authorized Agents or Authorized Individuals at the SWH Facility shall not be considered a breach or default of this contract. The Town shall resolve said non-payment issues with Disposal Facility-MSW as soon as possible so the Contractor may resume the acceptance of Transfer Solid Waste from the Town, its Authorized Agents and Authorized Individuals at the SWH Facility and deliver said Transfer Solid Waste to Disposal Facility-MSW.
- 11.2.4** The Town shall use its best efforts to satisfactorily resolve the matter of non-payment with Disposal Facility-MSW as soon as possible.
- 12.0** **Alternate Disposal Sites.**
- 12.1** **Transfer Solid Waste:** In the event the primary Disposal Facility-MSW is not available to the Contractor and an alternate Disposal Facility-MSW must be used, the Contractor agrees to use the alternate Disposal Facility-MSW recommended by the Town. The Town also agrees to additionally pay the contractor (\$1.00) per ton per mile for the difference in road miles from the SWH Facility to the primary Disposal Facility-MSW and to the alternate Disposal Facility-MSW.
- 12.2** **Wood Wastes:** In the event the primary Disposal Facility-Wood Waste is not available to the contractor the contractor shall use its best efforts to locate an alternate Disposal Facility-Wood Waste that accepts Wood Wastes at the Wood Waste specifications the Contractor presently produces. The Town also agrees to additionally pay the contractor one (\$1.00) per ton per mile for the difference in road miles from the SWH Facility to the primary Disposal Facility-MSW and to the alternate Disposal Facility-MSW.
- 12.3** **CDD:** The Contractor uses several sites Disposal Facility-CDD for the disposal of CDD and Bulky Waste; all are located within one hundred (100) miles of the SWH Facility. In the event there are no Disposal Facility-CDD located within one hundred (100) miles of the SWH Facility, the Contractor shall use its best efforts to locate an alternate Disposal Facility-CDD. If the alternate Disposal Facility-CDD is more than one hundred (100) miles from the SWH Facility, it is agreed that the Contractor may charge an additional one (\$1.00) dollar per ton per mile for the increase in road miles traveled from the SWH Facility to the alternate Disposal Facility-CDD. If the only alternate Disposal Facility-CDD is located outside the State of Maine, the Town and the Contractor shall negotiate in good faith and use their best efforts to resume performance of these obligations under this contract as soon as possible.
- 12.4** **No Alternative Site Available:** In the event an alternate Disposal Facility for a specific Permissible Waste is not found in the State of Maine, the Contractor may combine said Permissible Waste with another Permissible Waste to the extent the Alternate Disposal Facility will accept the mixture of the Permissible Wastes. As an example; Bio-mass energy plants in Maine no longer accept Demolition Wood. The Contractor may combine Demolition Wood with CDD and deliver the combined load of Demolition Wood and CDD to the alternate Disposal Facility-CDD to the extent the alternate Disposal Facility-CDD disposal site will accept said combined load. The Town agrees to pay the alternate Disposal Facility-CDD Fee (sub-section 10.5 CDD Fee) instead of the Demolition Wood Fee (section 10.8 Demolition Wood Fee)
- 13.0** **Insurance.**
- 13.1** **Contractor Insurance:** The Contractor, at its own expense, shall maintain the following insurance policies during the term of this Agreement:
- 13.1.1** **Commercial General Liability Policy** with minimum coverage for completed products and operations in the amount of Two Million (\$2,000,000.00) dollars for injury or death to one person and One Million (\$1,000,000.00) dollars for any single accident.



- 13.1.2 Automobile Liability Policy** on all vehicles used to provide services under this Agreement with minimum limits of One Million (\$1,000,000.00) per occurrence.
- 13.1.3 Workers Compensation Policy** covering all employees of the Contractor used to provide services under this Agreement in accordance with Maine law.
- 13.2 Town Insurance:** Town shall provide the Contractor with evidence, in the form of certificates of coverage of insurance, that the Town making waste deliveries to the SWH Facility has obtained self-insurance risk pool coverage or insurance coverage in amounts required by law to cover claims arising out of the Town's operation of motor vehicles at the SWH Facility.
- 14.0 Subcontract:** It is understood that from time to time the Contractor may choose to subcontract portions of this Agreement to third parties who are not a party to, and are not bound by, the terms of this Agreement to provide the Town with the services contemplated by this Agreement. The Contractor shall at all times remain responsible to the Town for performance of this Contract, notwithstanding any such assignment.
- 15.0 Default; Termination.**
- 15.1 Default by the Contractor:**
- 15.1.1** The Contractor shall be in default if it fails to provide the Substantive Services required in this Contract, unless such failure is caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or other governmental entity or agency, (ii) Force Majeure as provided below, or (iii) eminent domain.
- 15.1.2** Substantive Services are only those services that, if they are not performed, would substantially impede the Town's ability to dispose of its Permissible Wastes and Recyclable Items.
- 15.1.3** If the Town believes that the Contractor is in default, the Town shall provide the Contractor with notice itemizing the substantive service(s) that it has failed to provide, and the Town shall invite the Contractor to meet and discuss those items.
- 15.1.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Contractor has failed to provide Substantive Services and is in default;
- 15.2 Default by the Towns:**
- 15.2.1** The Town shall be in default if it fails to meet its Substantive Obligations required under this Contract.
- 15.2.2** Substantive Obligations include failure to pay to the Contractor any sums owed to it, as well as those obligations that would substantially impede the Contractor's ability to manage the SWH Facility or to deliver Transfer Solid Waste to Disposal Facility-MSW and other Solid Waste disposal facilities used by the Contractor.
- 15.2.3** If the Contractor believes the Town is in default, the Contractor shall provide the Town with notice itemizing the substantive obligations that it has failed to perform, and the Contractor shall invite the representative of the Town to meet and discuss those items.
- 15.2.4** If the parties cannot resolve those items to their mutual satisfaction, they shall engage the services of a disinterested alternative dispute resolution arbitrator who will render a binding ruling as to whether the Town has failed to perform Substantive Obligations and is in default;
- 15.3 Remedies Available to the Town:**
- 15.3.1** If the Contractor is in default as provided above, for a reason not caused by (i) a change in laws or regulations of the Maine Department of Environmental Protection, the United States Environmental Protection Agency, or any other governmental entity or agency, (ii) Force Majeure, or (iii) eminent domain, the Contractor shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.
- 15.3.2** If the Contractor cannot cure the default within thirty (30) days, but will be able to do so within the hundred twenty (120) days, the Town may enter into a temporary agreement with another person or entity to provide those services until the Contractor has cured that default – and during that period of time the

Town shall not be obligated to pay the Contractor for the Substantive Service(s) that it is unable to perform.

- 15.3.3** If the Contractor cannot cure that default within one hundred twenty (120) days, the Town shall have the right to terminate this Contract. Termination of this Contract is the Town's sole remedy and upon termination the parties' obligations to each other shall end, provided that the Town has paid all sums owed to the Contractor.

**15.4 Remedies Available to the Contractor:**

- 15.4.1** If the Town is in default as provided above, the Town shall have thirty (30) days to cure the default found by the arbitrator or agreed by the parties.
- 15.4.2** If the Town does not cure that default within thirty (30) days, the Contractor may have all remedies available under law or equity, including but not limited to a suit for injunctive relief and/or for monetary damages, attorney fees and costs.
- 15.4.3** If the Town does not cure that default within thirty (30) days, the Contractor shall have the option of also terminating this Contract and/or bringing an action for breach of contract with remedies as provided above and by law.

- 16.0 Force Majeure.** Neither party shall be liable to the other for any failure or delay in performance of this Agreement which may be due in whole or in part to any contingency, delay, failure, cause or occurrence of any act of nature beyond the reasonable control of that party, whether or not it is presently occurring or occurs in the future, including without limiting the generality of the foregoing: fire, explosion, gaseous emissions, earthquake, storm, flood, or other adverse weather conditions, accident involving or breakdown of machinery or facility involved in the performance of this Agreement from any cause whatsoever, strike, lockout, combination of workmen or other labor difficulties (from whatever cause arising, and whether or not the demands of the employees are reasonable or within the parties power to grant), war, insurrection, riot, act of God or the public enemy, law, act, proclamation, judgment, or decree of a court of competent jurisdiction. In any such event, the party shall use its best efforts to resume performance of its obligations as soon as possible

**17.0 Miscellaneous.**

- 17.1 Effective Date.** By signing this Agreement the Town agrees that the voters of the Town at a town meeting have voted in the affirmative to accept an article that authorized their Board of Selectmen to enter into a Solid Waste Contract with the Contractor under the terms and condition as stipulated herein.
- 17.2 Notices.** All notices required by or useful under the terms of this Agreement shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the following addresses, or to such other addresses as the parties may designate in writing:

*If to the Contractor:* E.M.R., Inc.  
Attn: Ben C. Worcester, III  
P.O. Box 787  
Southwest Harbor, ME 04679

*If to Town:* Town of Mount Desert  
P. O. Box 248  
Northeast Harbor, Maine 04662

- 17.3 Complete Agreement.** This Agreement constitutes the entire agreement between the parties and fully supersedes all other prior, contemporaneous understandings or agreements, written or oral, between the Contractor and the Town relating to the specific subject matter of this Agreement and the transactions contemplated hereby. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.



- 17.4 Amendments.** This Agreement may be amended only with the concurring written consent of both of the parties hereto. The Town's Board of Selectmen shall, after due notice of and vote at a public meeting, have authority to negotiate and consent to any amendment to the terms of this Agreement.
- 17.5 Severability.** In case any one or more of the provisions of the Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 17.6 Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.
- 17.7 Governing Law.** This Agreement shall be governed and construed according to the laws of the State of Maine.
- 17.8 Venue for Suits.** With the exception of paragraph 16.0 above, any action or suit by either party to enforce any of the terms, conditions, covenants or obligations of this Agreement must be brought, if at all, in the District or Superior Courts of Hancock County, Maine, and otherwise shall be barred.
- 17.9 Immunities Retained.** Nothing in this agreement shall be deemed in any manner or for any purpose to limit, waive or impair any immunity from judgment or suit or limitation on damages presently enjoyed by the Town under provisions of the Maine Tort Claims Act, 14 MRSA section 8101 *et seq.*, as amended, or other provisions of law.
- 17.10 No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture, partnership, or similar association between the Contractor and the Town, or to impose any shared liabilities for legal claims beyond those existing by law.
- 17.11 Attorneys' Fees.** If any action, at law or in equity, is necessary to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' and experts' fees, costs and necessary disbursements from the non-successful Party in addition to any other relief to which it may be entitled.
- 17.12 Parties in Interest.** Nothing in this Agreement, expressed or implied, is intended, or shall be construed to confer upon any person, firm, or corporation, other than the Contractor and the Town any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Contractor and the Town.
- 17.13 Assignment.** This Agreement shall not be assigned without the prior written consent of the Contractor and Town; however such a request shall not be unreasonably withheld.

IN WITNESS WHEREOF, The Town, the Contractor and the Selectmen of the Towns or their authorized representative have executed this agreement in duplicate originals as of the date first written above.

**E.M.R., INC.**

\_\_\_\_\_  
Witness

(By)

\_\_\_\_\_  
Ben C. Worcester, III  
It's Vice President  
Hereunto Duly Authorized

**Town of Mount Desert**

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_

Chairman  
Selectmen  
Hereunto Duly Authorized

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_

Vice Chairman  
Selectmen  
Hereunto Duly Authorized

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_

Selectmen  
Hereunto Duly Authorized

\_\_\_\_\_  
Witness

(By) \_\_\_\_\_

Selectmen  
Hereunto Duly Authorized

\_\_\_\_\_  
Witness

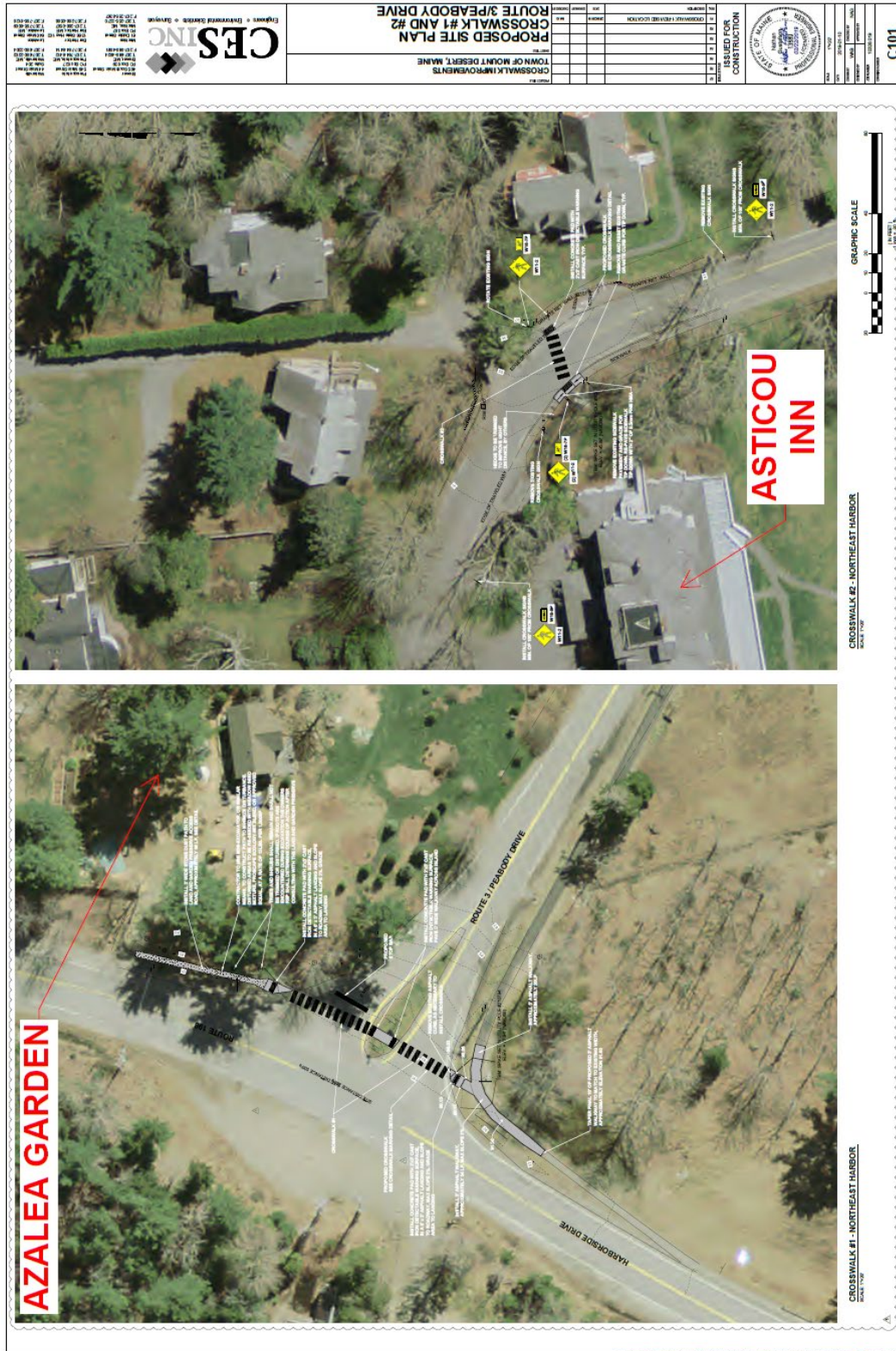
(By) \_\_\_\_\_

Secretary  
Authorized Representative  
Hereunto Duly Authorized

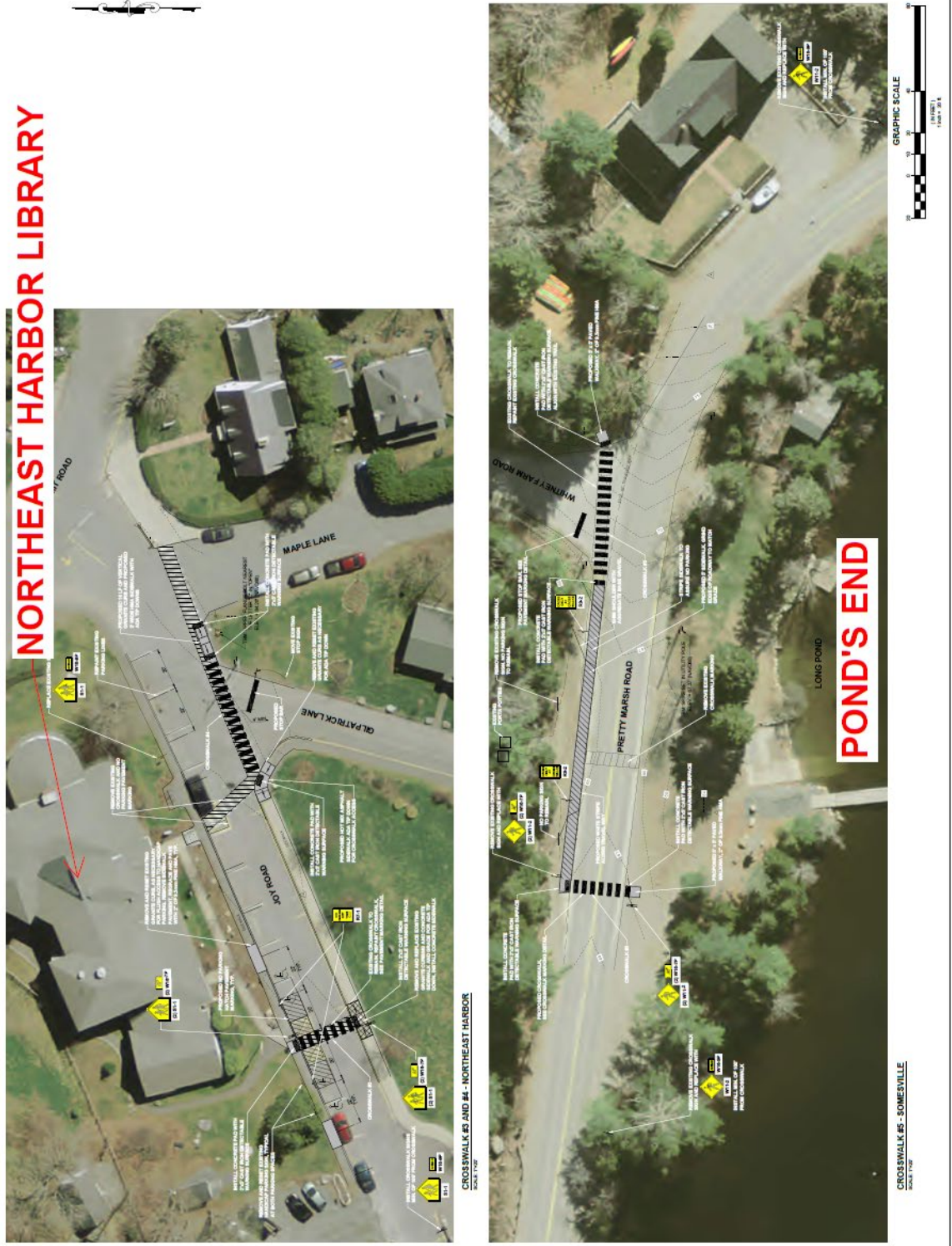


## Appendix E

### Crosswalks



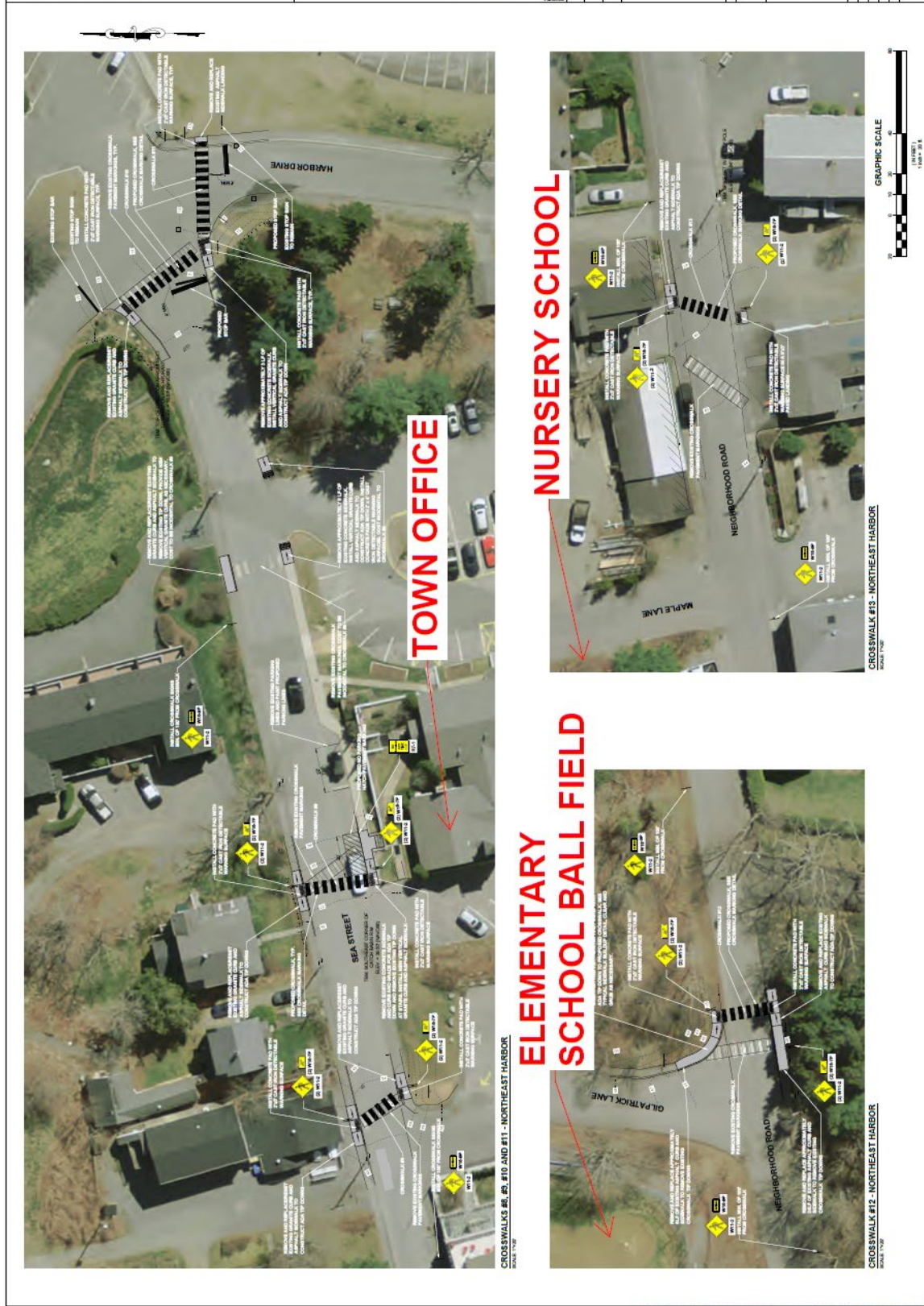




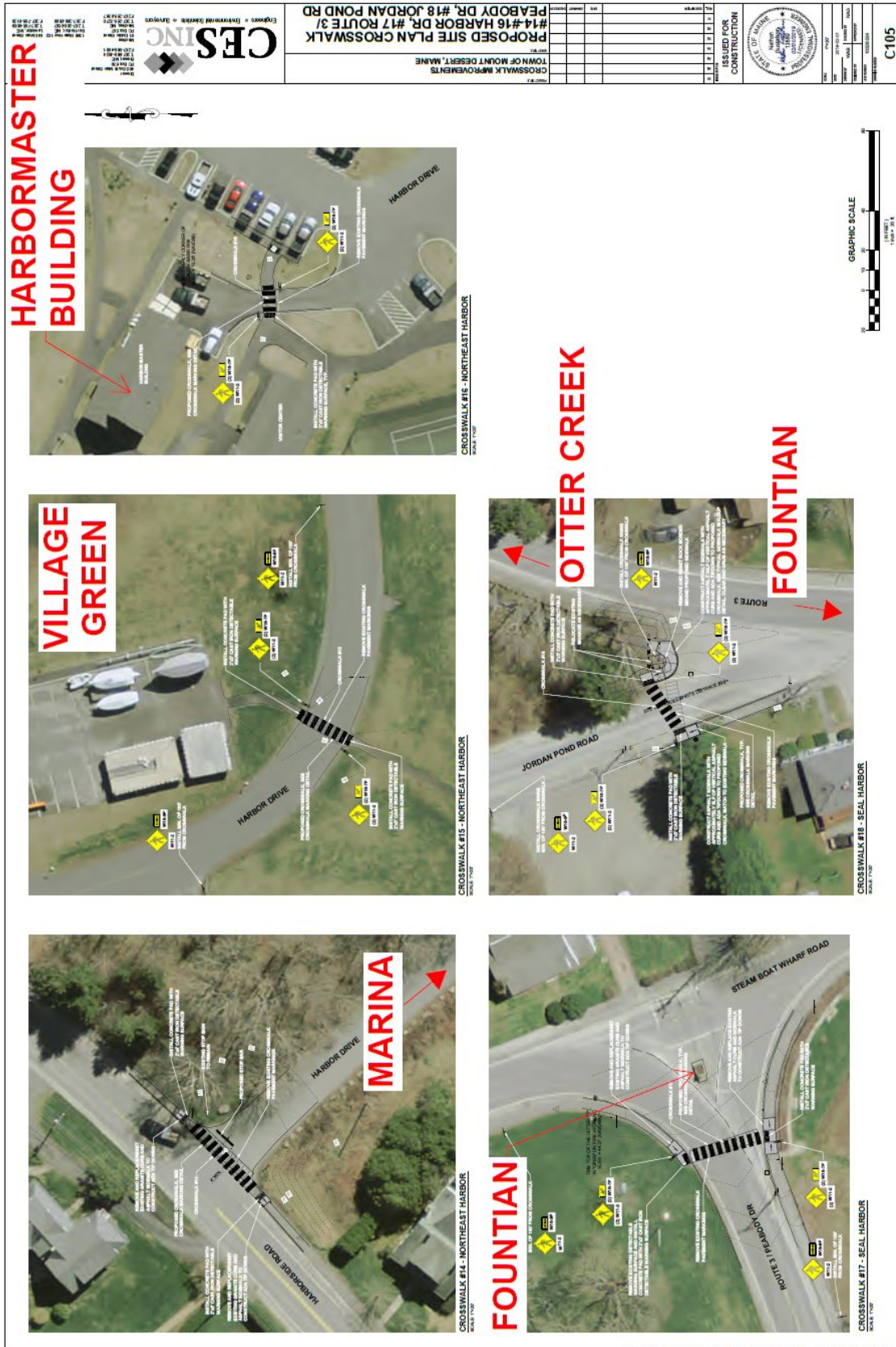


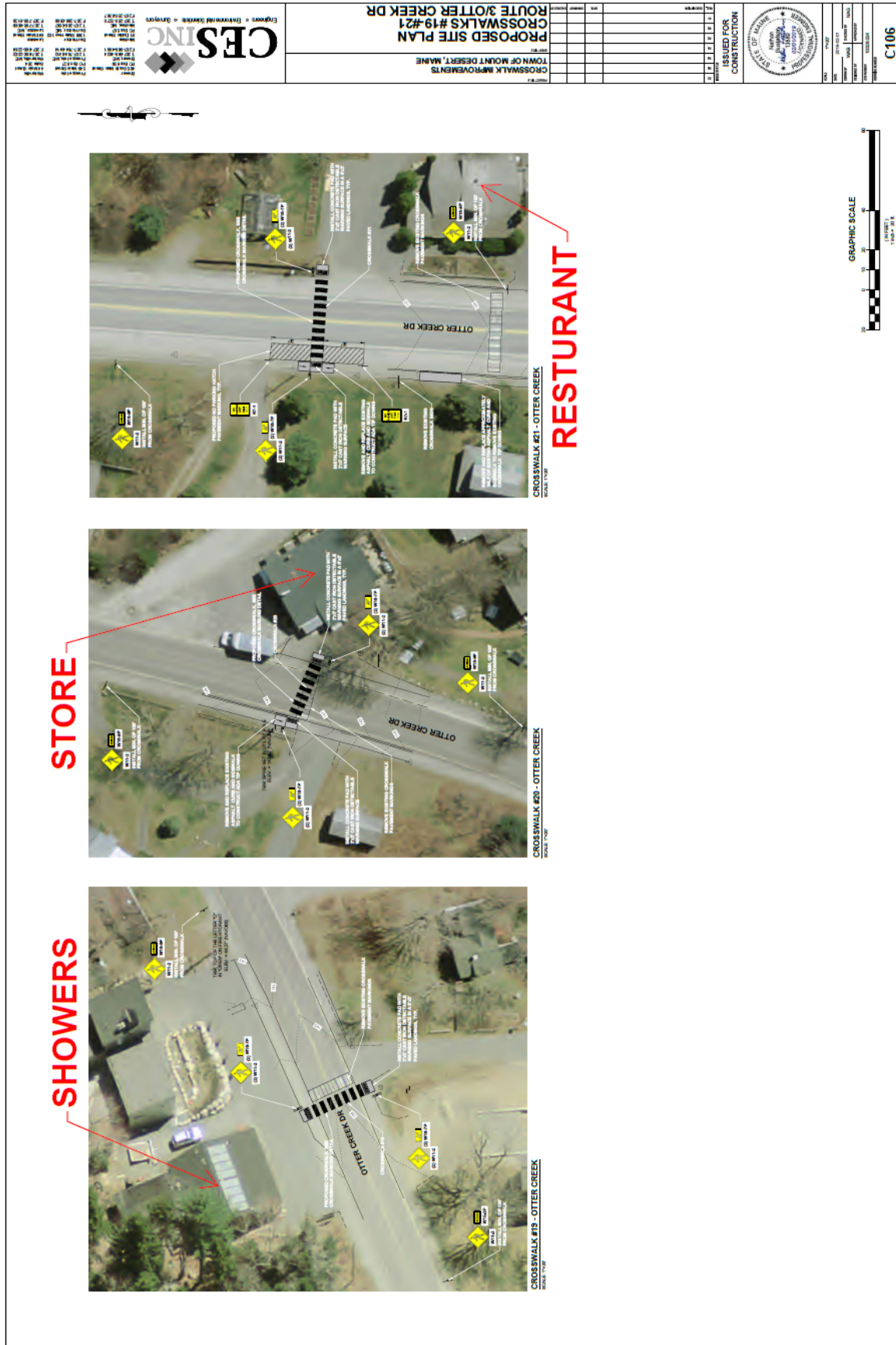




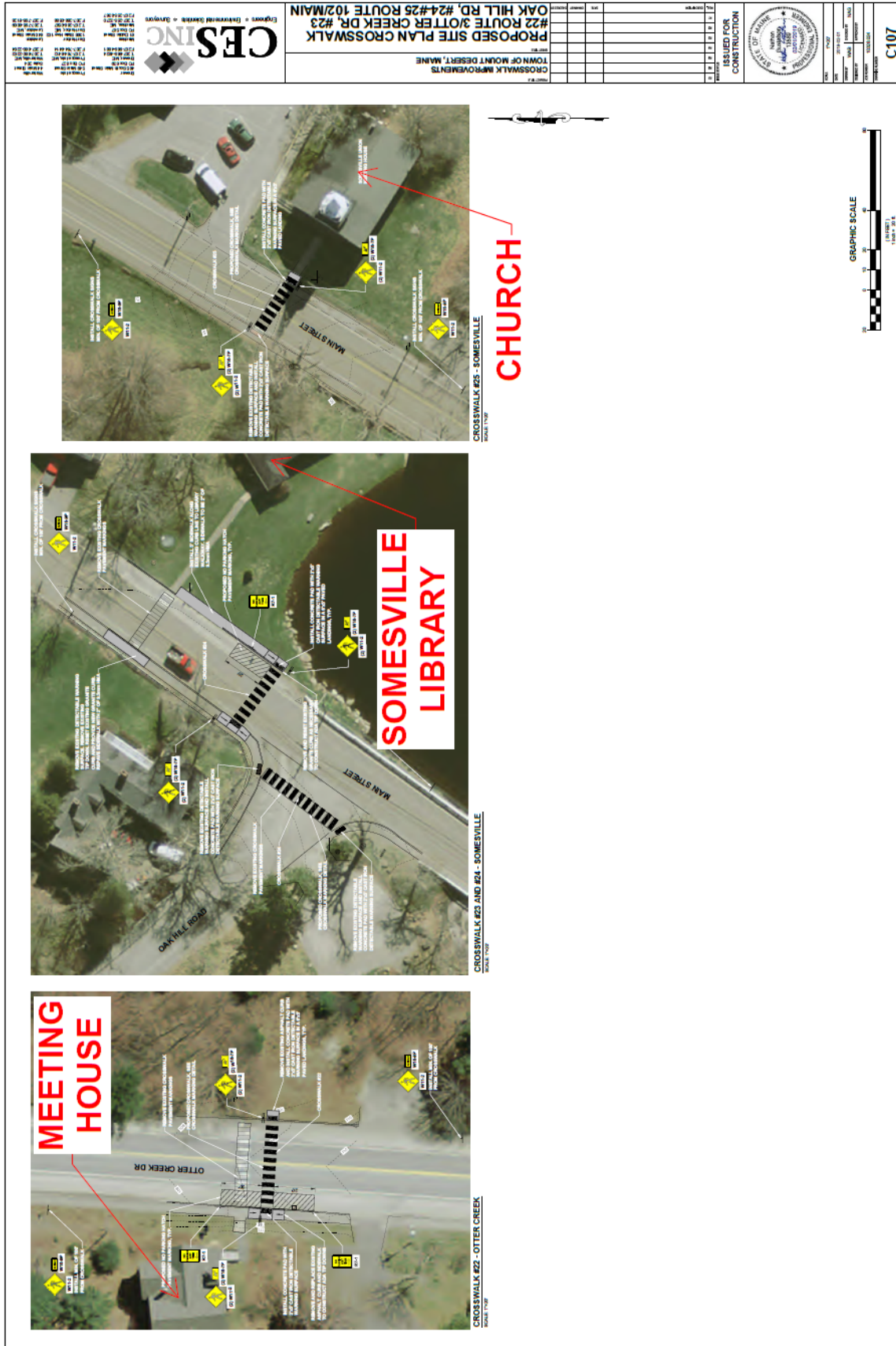


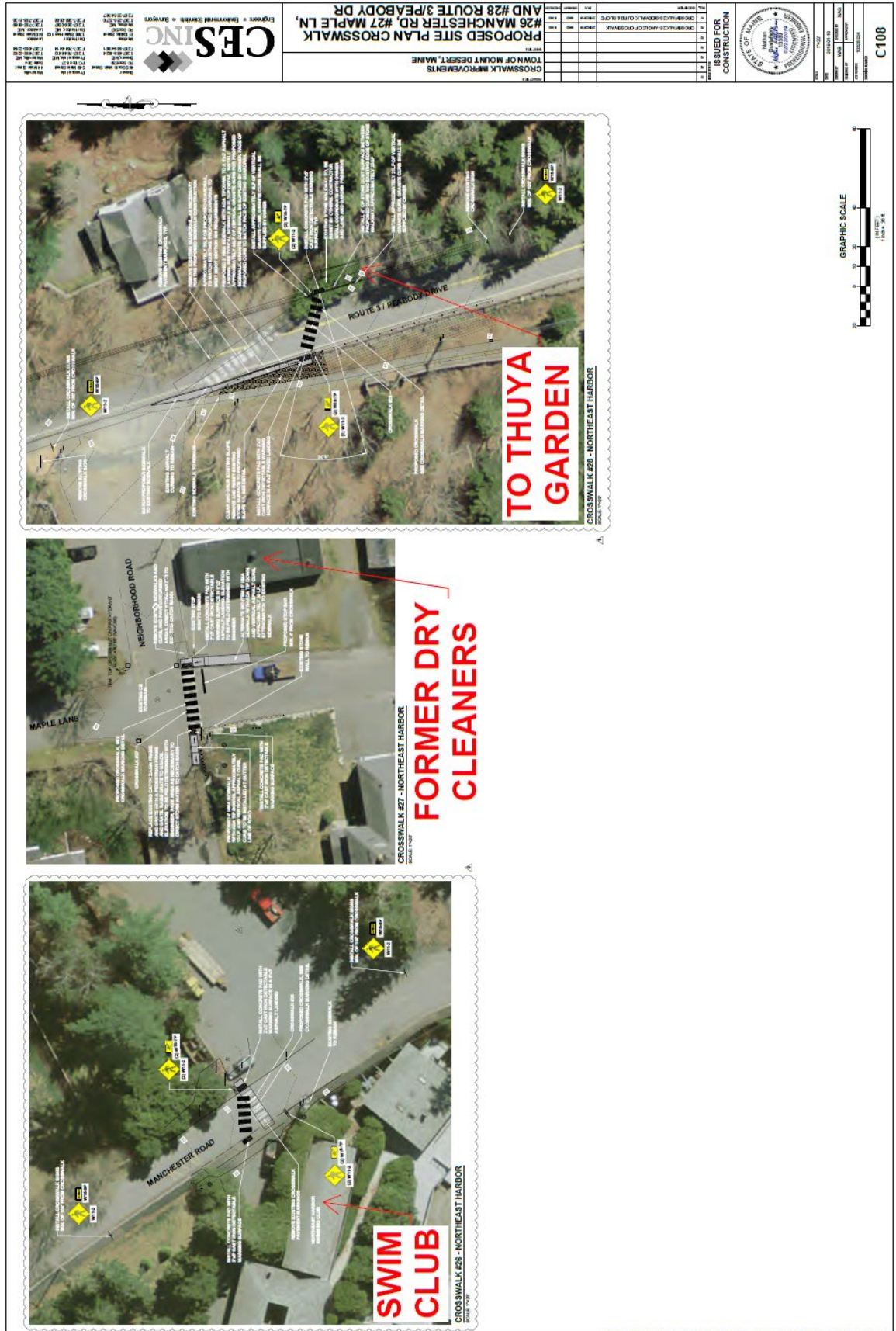














## Appendix F

### Steamboat Wharf



SOURCE:  
BING MAPS  
SCALE: 1"=400'



**CES INC**  
**STONE WALL**  
**MOUNT DESERT, MAINE**  
**LOCATION MAP**  
2019-02-22  
10328.023

## Appendix G

### Bait House



SOURCE:  
BING MAPS  
SCALE: 1"=400'



**CES INC**  
**BAIT HOUSE**  
**MOUNT DESERT, MAINE**  
**LOCATION MAP**  
2019-02-22  
10328.023



## Appendix H

### Estimated Tax Rate

2019-2020 ESTIMATED TAX RATE				
	Proposed F.Y. 2019-2020	Budget Last Year F.Y. 2018-2019	Increase / (Decrease)	% Change
Municipal Budget (a)	\$10,207,499	\$9,639,795	\$567,704	5.56%
Less Projected Revenues (b)	\$1,700,430	\$1,629,462	\$70,968	4.17%
Net Municipal Budget	\$8,507,069	\$8,010,333	\$496,736	5.84%
Elementary School (c)	\$4,001,467	\$4,008,495	(\$7,028)	-0.18%
High School (d)	\$2,921,458	\$2,906,851	\$14,607	0.50%
Hancock County Tax (e)	\$947,341	\$942,317	\$5,024	0.53%
Total Budget	\$18,077,765	\$17,497,458	\$580,307	3.21%
Amount To Be Raised	\$16,377,335	\$15,867,996	\$509,339	3.11%
Estimated Taxable Valuation (f)	\$2,079,388,820	\$2,069,523,820	\$9,865,000	0.14%
Estimated 2018-2019 Tax Rate	\$7.95	\$7.67	\$0.28	3.52%

2019-2020 ESTIMATED TAX RATE / OVERLAY				
Est. 2019-2020 Valuation times mill rate of	\$7.95	\$16,475,894	2018-2019 Tax Rate	\$7.67 per \$1,000
2019-2020 amount to be raised		\$16,377,335	2019-2020 Tax Rate	\$7.95 per \$1,000
Estimated Overlay		\$98,559	% Increase In Tax Rate	3.52%

Each \$0.10 on the tax rate raises \$207,900

To Reduce Mill Rate by:	\$0.10	Requires either reducing	\$207,900
	\$0.20	spending or increasing	\$415,900
	\$0.30	revenues by some	\$623,800
	\$0.40	combination thereof.	\$831,800
	\$0.50		\$1,039,700
	\$0.60		\$1,247,600
	\$0.70		\$1,455,600
	\$0.80		\$1,663,500
	\$0.90		\$1,871,400
	\$1.00		\$2,079,400

- (a) = Current Version of Budget  
(b) = 2019-2020 Projected Revenue including transfer from undesignated fund balance  
(c) = Elementary School Budget  
(d) = High School Budget  
(e) = Hancock County Budget  
(f) = Estimate of taxable value

<b>2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET</b>															
Municipality: MOUNT DESERT, ME    Contact Person*: KYLE AVILA    Phone Number: (207)276-5531															
<p style="text-align: center; margin: 0;">* The Contact Person should be able to answer clarifying questions about the reported information.</p>															
<p>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.</p> <p>Calendar Year Municipalities - For communities with "calendar year" budgets, the use of the term 2018 refers to the budget year that ended at the end of 2018 or early 2019. The use of the term 2019 refers to the budget year that will end at the end of 2019 or in early 2020.</p> <p>Fiscal Year Municipalities – For communities with "fiscal year" budgets, the use of the term 2018 refers to the July 1, 2017 to June 30, 2018 budget year. The use of the term 2019 refers to the July 1, 2018 to June 30, 2019 budget year.</p>															
<p><b>LAST YEAR'S (2018) MUNICIPAL PROPERTY TAX LEVY LIMIT</b></p> <p>This is the portion of 2018 property tax revenue used for municipal services.</p> <ul style="list-style-type: none"> <li>- If last year the municipality committed <u>LESS THAN</u> or <u>EQUAL TO</u> the limit, enter last year's <b>limit</b> on Line 1 below.</li> <li>- If last year the municipality voted to <u>EXCEED</u> the limit <u>ONCE</u> (just last year), enter last year's <b>limit</b> on Line 1 below.</li> </ul> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"><b>1. LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT</b></td> <td style="width: 30%; text-align: right; border-bottom: 1px solid black;"><b>\$8,039,861</b></td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px 0;"><b><u>OR</u></b></td> </tr> <tr> <td colspan="2"> <ul style="list-style-type: none"> <li>- If last year the municipality voted to <u>INCREASE</u> the limit <u>PERMANENTLY</u>, complete Steps A-D below. The information needed for this calculation is on the <i>Municipal Tax Assessment Warrant</i>, filed in the Valuation Book.</li> </ul> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">A. Last year's Municipal Appropriations (Line 2, 2018 Municipal Tax Assessment Warrant)</td> <td style="width: 30%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>B. Last year's Total Deductions (Line 11, 2018 Municipal Tax Assessment Warrant)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>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".) \$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="2">D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.</td> </tr> </table> </td> </tr> </table>		<b>1. LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT</b>	<b>\$8,039,861</b>	<b><u>OR</u></b>		<ul style="list-style-type: none"> <li>- If last year the municipality voted to <u>INCREASE</u> the limit <u>PERMANENTLY</u>, complete Steps A-D below. The information needed for this calculation is on the <i>Municipal Tax Assessment Warrant</i>, filed in the Valuation Book.</li> </ul> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">A. Last year's Municipal Appropriations (Line 2, 2018 Municipal Tax Assessment Warrant)</td> <td style="width: 30%; border-bottom: 1px solid black;"></td> </tr> <tr> <td>B. Last year's Total Deductions (Line 11, 2018 Municipal Tax Assessment Warrant)</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td>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".) \$</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td colspan="2">D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.</td> </tr> </table>		A. Last year's Municipal Appropriations (Line 2, 2018 Municipal Tax Assessment Warrant)		B. Last year's Total Deductions (Line 11, 2018 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.	
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D. Add Lines A and C, and subtract Line B. Enter result on Line 1 above.															

<b>CALCULATE GROWTH LIMITATION FACTOR</b>	
<ul style="list-style-type: none"> <li>- Each municipality's Growth Limitation Factor is based on local property growth and statewide income growth.</li> </ul>	
2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2018 (or most recent year available)	\$4,779,800
3. Total Taxable Value of Municipality on April 1, 2018 (or most recent year available)	\$2,069,523,820
4. Property Growth Factor (Line 2 divided by Line 3)	0.0023
5. Income Growth Factor (provided by Office of Policy and Management)	0.0277
6. Growth Limitation Factor (Line 4 plus Line 5)	0.0300
7. Add 1 to the Growth Limitation Factor calculated in Line 6. (For example, if Line 6 is 0.0362, then enter 1.0362 on Line 7.)	1.0300

2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

## Appendix I – pg. 2

2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET	
<p><b>CALCULATE 2018-2019 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")</b></p> <ul style="list-style-type: none"> <li>Determine if revenue sharing increased or decreased. Years refer to municipal fiscal year.</li> </ul> <p>8. 2018 Municipal Revenue Sharing <span style="float: right;">\$35,163</span></p> <p>9. 2019 Estimated Municipal Revenue Sharing <span style="float: right;">\$35,530</span></p> <p>10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11. _____</p> <p>11. If Line 9 is greater than Line 8, then complete 11A &amp; 11B below.</p> <p style="padding-left: 20px;">A. Multiply Line 8 by Line 7. <span style="float: right;">\$36,218</span></p> <p style="padding-left: 20px;">B. Calculate Line 9 minus Line 11A. Enter result at right. <span style="float: right;">\$0</span></p> <p style="padding-left: 20px;">(If result is negative, enter "0".)</p>	
<p><b>CALCULATE THIS YEAR'S (2019) MUNICIPAL PROPERTY TAX LEVY LIMIT</b></p> <ul style="list-style-type: none"> <li>This year's Property Tax Levy Limit is last year's limit increased by the Growth Factor and adjusted for revenue sharing.</li> </ul> <p>12 Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7) <span style="float: right;">\$8,281,057</span></p> <p>13 <b>THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT</b></p> <p style="padding-left: 20px;">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>.</p> <p style="padding-left: 20px;">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>.</p> <ul style="list-style-type: none"> <li>Enter result at right. <span style="float: right;">\$8,281,057</span></li> </ul>	
<p><b>CALCULATE THIS YEAR'S (2019) MUNICIPAL PROPERTY TAX LEVY</b></p> <ul style="list-style-type: none"> <li>The information needed for this calculation is on the 2019 Municipal Tax Assessment Warrant, filed in the Valuation Book. Use estimates if necessary.</li> </ul> <p style="padding-left: 20px;">A. This year's Municipal Appropriations <span style="float: right;">\$10,207,499</span></p> <p style="padding-left: 20px;">B. This year's Total Deductions <span style="float: right;">\$1,700,430</span></p> <p style="padding-left: 20px;">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".) <span style="float: right;">0</span></p> <p>14 <b>THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY</b> (Add Lines A and C, and subtract Line B) <span style="float: right;">\$8,507,069</span></p>	
<p>15 COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) <span style="float: right; color: red;">(\$226,012)</span></p> <p style="padding-left: 20px;">(If the result is <b>negative</b>, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)</p> <p>16 Did the municipality vote to <u>EXCEED</u> the limit <u>ONCE</u> (just this year)? <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span></p> <p style="padding-left: 20px;">(Voting to exceed the limit means the municipality will calculate next year's limit based on line 13.)</p> <p>If "yes", please describe why: _____</p> <p>_____</p> <p>_____</p> <p>17 Did the municipality vote to <u>INCREASE</u> the limit <u>PERMANENTLY</u> (for current and future years)? <span style="float: right;"><input type="checkbox"/> NO <input type="checkbox"/> YES</span></p> <p style="padding-left: 20px;">(Voting to increase the limit means the municipality will calculate next year's limit based on line 14.)</p> <p>If "yes", please describe why: _____</p> <p>_____</p> <p>_____</p>	
2019 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET	