

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

## **August 11, 2020**

**Secret Ballot (Candidate)  
Election ~~May 4, 2020~~  
July 14, 2020 8 a.m. – 8 p.m.  
Somesville Fire Station**

**Open Floor Town  
Meeting ~~May 5, 2020~~  
August 11, 2020  
5:30 p.m.  
Drive-in Meeting: MDIHS Front  
Parking Lot (Gymnasium)**

Town Clerk Claire Woolfolk called the meeting to order at five thirty o'clock in the evening, on August 11, 2020. 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 described the new format for the drive-in meeting and that it would be broadcast on

98.1FM and there would also be a youtube video on the TOMD website.

### **Election of Municipal Officers**

***This was done in conjunction with the State Primary and Referendum Election on July 14, 2020.***

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

John B. Macauley	# votes: 632 - ELECTED
Geoffrey Wood	# votes: 26 - ELECTED write in (accepted)
	# votes: 24 scattered other write in votes

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

Susan Macready	# votes: 585 - ELECTED
	# votes: 15 scattered other write in votes

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

Christie Benson	# votes: 2 (unable to serve; no longer TOMD resident)
	# votes: 34 scattered other write in votes

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

Gail Marshall	# votes: 3 (declined to serve; member of the warrant committee)
	# votes: 40 scattered other write in votes

The Town Clerk Woolfolk administered the oaths to the newly elected officials prior to the meeting.

Moderator Ferm described the use of the “white” cards for voting and the format the meeting would follow.

**Article 3.** To see if non-voters shall be allowed, when recognized, to speak during the 2020 Annual Town Meeting.

The Warrant Committee moved and seconded to pass Article 3.

A vote was called, moderator Ferm found that more than 2/3 voted in favor 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 over Article 4.

Chief Willis explained that \$775.00 of the feral cat fund had been returned from Acadia Veterinary Hospital. Going forward, he plans to take care of the feral cats through his Animal Control budget where the funds are raised under the revenues of animal registrations. If this works, this article will no longer appear on the warrant.

A vote was called, and Article 4 was passed over.

**For Articles 5 through 11, an underline indicates an addition and a ~~strikethrough~~ indicates a deletion.**

**Article 5.** Shall an ordinance dated May 5, 2020 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, 2020 through June 30, 2021 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 vote was called, and it was the opinion of the moderator that the votes in favor are greater than those opposed; Article 5 passed.

**Article 6.** Shall an ordinance dated May 5, 2020 and entitled "Amendments to the Town of Mount Desert Sewer Ordinance" be enacted as follows?

***Explanation: These amendments will (1) add clarification to the calculation of Gross Retail Area, (2) amend the Notes to the Article 13 Chart for Design Flows for Facilities; and (3) amend the process and decision maker under Section 4.04 for reviewing and approving any waivers for the connection of a private building sewer.***

#### **Sewer Ordinance Amendment 1:**

**1.03.13** \_\_\_\_\_ a Gross Retail Area – The total floor area designed for the retailer's occupancy and exclusive uses, including any basements and mezzanines. The area of the retailer's occupancy is measured from the inside wall or building partition wall to the inside of the opposing wall.

#### **Sewer Ordinance Amendment 2:**

### **Article 13 - DESIGN FLOWS FOR FACILITIES**

The design flows for facilities shall be based on the resultant daily flows of wastewater as determined from the following table:

Type of Facility	GPD Design Flow
<b>SINGLE FAMILY RESIDENTIAL</b>	
Each one or Two Bedroom Unit	180/unit
Each Additional Bedroom	90/Bedroom
<b>MULTIPLE FAMILY RESIDENTIAL</b>	
Boarding Houses (incl. meals)	50/bedroom
Rooming Houses (without meals)	40/bedroom
Transient Accommodations with:	
Shared bathrooms	60/bedroom
Private bathrooms	100/bedroom
Mobile Home Parks	235/site
Multifamily Homes (except retirement homes):	
1 bedroom unit	120/unit
2 bedroom unit	180/unit
3 bedroom unit	270/unit
Multifamily Homes (retirement homes limited to persons older than 50 yrs.)	
Each 1-2 bedroom unit	120/unit
<b>COMMERCIAL ESTABLISHMENTS</b>	
Beauty Salon (E)	10/customer
Bus Service Areas (E)	
Factories & Plants (e)	
With showers	15/person
Without showers	25/person
Laundry, self-service	600/washer
Offices (E)	15/person
Restaurants:	
Eat in with conventional utensils (B)	30/15 sq. ft.
Eat in with disposable utensils (B)	15/15 sq. ft.
24 hour operation (B)	50/15 sq. ft.
Take-out only (C)	8/15 sq. ft.
Retail (D)	6/100 sq. ft.
Service Station (F)	125/vehicle
Tavern (B)	20/15sq.ft.
Tennis, Racquetball Courts	300/court
Visitor Center	6/visitor/day
<b>INSTITUTIONAL</b>	
Assembly Halls, Public Buildings	5/seat
Churches	5/seat
Hospitals	150/bed
Institutions: (other than hospitals)	100/bed
Nursing Homes	1.76/sq. ft.
Schools (Boarding)	100/bed
Schools (Day) (E)	75/bed

Elementary	7/student +15/employee
Junior High	9/student +15/employee
SEASONAL COMMERCIAL	
Camps: (E)	
Day (no meal served)	10/person
Day (only lunch served)	15/person
Resort (limited plumbing)	50/bed
Fairgrounds, Parks and Picnic Areas (w/ bath, showers, & Toilets) (E)	10/person
Swimming Pools & Bathhouses (E)	10/person
Campgrounds:	
No sewer hookups	50/site
With sewer hookups	75/site

- A. For facilities that constitute a composite of one or more of the following types of facilities, the design flow shall be calculated by adding the design flow for each type of facility that comprise the entire facility.
- B. Sq. Ft. refers to the square feet of the dining area as defined by this ordinance.
- C. Sq. ft. refers to square feet of serving area.
- D. Sq. ft. refers to square feet of gross retail area as defined by the ~~Mount Desert Land Use Ordinance~~ in this Sewer Ordinance.
- E. Estimated maximum occupancy per day, as shown on Land Use Ordinance permit, application or site plan.
- F. Per vehicle that can be fueled simultaneously.

GPD means Gallons per Day.

**Sewer Ordinance Amendment 3 (new text below to wholly replace the existing Section 4.04):**

4.04 A separate and independent building sewer shall be provided for every principal "building" as defined in Section 8 (Definitions) of the Mount Desert Land Use Zoning Ordinance.

Waivers related to this paragraph of the Sewer Ordinance may be requested in writing from the Public Works Director ("Director"). Final determination of the granting of a waiver will be solely at the discretion of the Director.

In acting on any waiver request, the circumstances to be considered by the Director when considering an application for a waiver include but will not necessarily be limited to: (A) the ease of access of the proposed building sewer to the public sewer main; (B) whether the connection of the new building sewer to the public sewer will require crossing the public way, or other property, requiring excavation of said public way, or other property, thereby adversely affecting said public way, or other property; (C) the practicality of, and ability to, connect the proposed building sewer to the public sewer main, in the opinion of

the Director; and (D) if a building stands at the rear of another or an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, in which case the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

The Director may choose to attach conditions to a waiver if one is granted. In the event a waiver is granted, all other portions of the Sewer Ordinance still apply. At a minimum, required conditions for granting a waiver may include, but not necessarily be limited to: (A) the Applicant has proven in writing to the satisfaction of the Director that the existing building sewer is adequate to accommodate the proposed additional discharge; (B) the Applicant has demonstrated to the satisfaction of the Director that the Applicant has the right, title, or interest to use the existing building sewer; (C) the owner(s) of the existing private sewer shall register the connection of the new private building sewer to their existing private sewer with the Hancock County Registry of Deeds within 60 (sixty) calendar days of said connection being made; (D) documentation of the filing of the connection with the Registry shall be provided to the Director and include a copy of the actual registry filing document; and (E) the Applicant agrees in writing to assume all liability for the installation and maintenance of their proposed building sewer and for restoring public areas disturbed by the construction of the proposed building sewer to preconstruction condition.

All costs associated with (A) through (E) above shall be borne by the Applicant.

The Warrant Committee moved and seconded to pass Article 6.

A vote was called, and it was the opinion of the moderator that the votes in favor are greater than those opposed; Article 6 passed.

**Article 7.** Shall an ordinance dated May 5, 2020 and entitled "Amendments to the Town of Mount Desert Special Amusement Permit Ordinance to amend the Permit Fees under the Ordinance and to amend the Term of the Ordinance" be enacted as follows? **See Appendix A (pg. 28) for entire ordinance, with proposed amendments**

***Explanation of First Amendment: This amendment to the Special Amusement Permit Ordinance will increase the fee to cover administrative costs and advertisements associated with processing special amusement permits.***

**Section 2. General Permit**

**A. Permit Required**

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4. The fee for a Special Amusement Permit shall be ~~fifty dollars (\$50)~~ one hundred dollars (\$100) to cover administrative costs.

***Explanation of Second Amendment: This amendment to the Special Amusement Permit Ordinance will increase the fee to cover administrative costs and advertisements associated with processing special amusement permits to reapply for a new Special Amusement Permit.***

**Section 2. General Permit**

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- D. During the period for which the license is valid, the Licensee may reapply for a new Special Amusement Permit, if he elects to permit dancing, music or entertainment that exceeds that permitted by the current permit. Said reapplication shall be governed by all the provisions of this Ordinance with respect to applications for a Special Amusement Permit in general including the payment of the permit fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100).

***Explanation of Third Amendment: This amendment to the Special Amusement Permit Ordinance clarifies that the duration of the ordinance shall remain in effect for a further period of fifteen (15) years from the date of this latest revision.***

**Section 5. Period of Ordinance**

This Ordinance shall remain in effect for a period of fifteen (15) years from the effective date, or the date of the latest amendment thereafter.

The Warrant Committee moved and seconded to pass Article 7.

A vote was called, and it was the opinion of the moderator that the votes in favor outweighed those opposed; Article 7 passed.

**Article 8.** Shall an ordinance dated May 5, 2020 and entitled "Amendments to the Town of Mount Desert Sale of Food and Merchandise Ordinance to amend the timing for license renewal and application deadlines" be enacted as follows?

***Explanation: This amendment allows licenses for mobile food vendors in the Shoreland Commercial District to be valid for 3 years. Annual renewal is still required. The amendment also changes the timing of application submission deadlines.***

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

**Enacted May 5, 2015  
Amended May 2, 2017  
Amended May  
7, 2019  
Amended May  
5, 2020**

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**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, Maine. 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.
2. A Mobile Vendor's license may be issued only for the sale of food and non-alcoholic beverages.
3. In addition to these regulations, the Mobile Vendor is responsible for obtaining all other necessary licenses, permits or authority required by law.
4. License certificates shall be attached to the Mobile Vending unit where they are readily visible.
5. Mobile Vending Licenses for all Mobile Food Vendors in the Rural Woodland District shall be valid for one (1) year from the date of issuance.
6. Mobile Vending Licenses for all Mobile Food Vendors in the Shoreland Commercial District shall be valid for three (3) years from the date of issuance and must be renewed annually.

**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 Unit.
2. The license fee for a Mobile Vending License shall be determined by the Town of Mount Desert Board of Selectmen on an annual basis.
3. ~~Mobile Vending Licenses shall be valid for one (1) year from the date of issuance. A new application must be filed each year.~~ All new and renewal applications are due by April 1st or before February 1<sup>st</sup> of each year.
4. If all of the designated locations within Town-owned parking lots in the Shoreland Commercial District are not licensed by ~~May~~March 15<sup>th</sup>, late applications will be considered by the Board of Selectmen on a first come, first serve basis.
5. No applicant's license shall be issued without the applicant first filing with the Town Clerk a Certificate of Insurance that evidences public liability insurance of \$1,000,000 and naming the town as an additional insured. The policy shall also provide for notice to the Clerk not less than thirty (30) days prior to any

cancellation of insurance. Such insurance shall be maintained at all times while applicant is engaged in mobile vending activities.

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

1. Mobile Vendors may operate only in designated locations within town-owned parking lots in the Shoreland Commercial District.
2. No more than five (5) Mobile Vendor licenses shall be in effect at any one time ~~in the Town of Mount Desert.~~
3. If the number of applications exceeds the available locations, vendors will be selected via an annual lottery based on vendor's preferred location for the season and order of selection. Lottery selection will occur ~~during the last week of April~~ at the second Board of Selectmen's meeting in February each year.
- ~~3.4.~~ Approved vendors may operate from 6:00 a.m. until 10:00 p.m. If a vendor fails to operate for more than one (1) week in any month from June through September, his/her license may be revoked. The Town of Mount Desert Police Department has the right to close down a mobile vending unit where in the opinion of the Department, the unit is causing or contributing to an imminent public safety hazard.
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The Warrant Committee moved and seconded to recommend passage of Article 8.

A vote was called, and it was the opinion of the moderator that the votes in favor are greater than those opposed; Article 8 passed.

**Article 9.** Shall an ordinance dated May 5, 2020 and entitled "Amendments to the Town of Mount Desert Land Use Ordinance to allow rooming houses in the Village Commercial Zoning District" be enacted as follows?

***Explanation: This amendment will allow rooming houses, as defined, only in the Village Commercial District.***

**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	<u>VR3</u>
<b>COMMERCIAL</b>										
Retail Stores: clothing, hardware, paints, grocery, books, art, gifts, antiques, etc.	X	X	X	C	CEO	X	X	X	X	<u>X</u>
<u>Rooming House</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>C</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

Services 1: personal (wholly enclosed), hairdressing, barber, tailor, dressmaker, sewing, tanning parlor, etc.	C	C	C	C	CEO	X	C	X	X	<u>C</u>
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## 6B SPECIFIC PERFORMANCE STANDARDS FOR ACTIVITIES AND LAND USES

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### **6B.20 Rooming House**

1. Rooming Houses must meet all applicable life safety standards and state plumbing code standards.
2. No more than one rooming house per lot is allowed
3. All sleeping rooms shall be a minimum size of 70 square feet for one occupant and 120 square feet for two occupants, plus 50 square feet for each additional occupant.
4. Residents must have access on-site to shared common areas for cooking and eating. A common kitchen facility equipped for cooking meals located on-site must be available to the residents.
5. No cooking is permitted in any sleeping room. No cooking facilities are permitted in any sleeping room.
6. There shall be a minimum of 1 bathroom facility per every 8 people.

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## **SECTION 8 DEFINITIONS**

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**ROOMING HOUSE.** A building or portion thereof that does not otherwise qualify as a one or two-family dwelling, and that provides sleeping accommodations for a total of 16 or fewer people on a transient basis (i.e., no less than 30 days) or on a permanent basis; the rooming house shall provide an onsite shared cooking facility for access by all occupants, but there shall be no other separate cooking facilities for individual occupants.

The Warrant Committee moved and seconded to recommend passage of Article 9.

A vote was called, and it was the opinion of the moderator that the votes in favor are greater than those opposed; Article 9 passed.

**Article 10.** Shall an ordinance dated May 5, 2020 and entitled “Amendments to the Land Use Zoning Ordinance to change the position of a stream shown on the official Land Use to more accurately reflect its location” be enacted as set forth below? **See Appendix B (pg. 34)**

***Explanation: This Article changes the position of a stream channel near Giant Slide Road to more accurately reflect where it is located on the face of the earth.***

The Warrant Committee moved and seconded to pass Article 10.  
A vote was called, and it was the opinion of the moderator that the votes in favor outweighed those opposed; Article 10 passed.

**Article 11.** Shall an ordinance dated May 5, 2020 and entitled “Amendments to the Town of Mount Desert Land Use Ordinance regarding the Village Residential 3 District and to change the Land Use District designation of the Map 5: Lot 14-1 and Map 5: Lot 14-4” be enacted as follows? **See Appendix C (pg. 35)**

***Explanatory Note: This amendment creates a new land use district – Village Residential 3 - which is focused on the hotel/motel use. It also changes the designation of Map 005, Lot 014-001 and Map 005: Lot 014-004 from Shoreland Residential 2 to Village Residential 3 with the 250’ Shoreland Zone buffer overlay, as depicted on Appendix C of the Land Use Map. This area has historically been used as a hotel.***

The Warrant Committee moved and seconded to pass Article 11.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 11 passed.

**Article 12.** 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 12.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 12 passed.

**Article 13.** 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, 2020 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 13.

Questions were asked and answered.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 13 passed.

**Article 14.** 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, 2020 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 14.

A vote was called, and it was the opinion of the moderator that the votes in favor greater than those opposed; Article 14 passed.

**Article 15.** 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 15.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; 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 the so-called "Bait House" located at 26 Dodge Point Road in the Village of Seal Harbor found on Tax Map 1 Lot 15 of the Town of Mount Desert's tax maps, to the Seal Harbor Fishermen's Association for a term of five (5) years, said term beginning on July 1, 2020 and ending on June 30, 2025, under such terms and conditions as the Board of Selectmen, in its sole discretion, deems to be in the best interests of the Town and in general conformance with the lease agreement. **See Appendix D and E (pgs. 50-55) for lease agreement and site map**

The Warrant Committee moved and seconded to pass Article 16.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; and Article 16 so passed.

**Article 17.** Shall the voters of the Town of Mount Desert authorize the Town to appropriate funds from the Marina Unassigned Fund Balance (Town Account #600- 38300) in an amount not to exceed \$50,000.00 to finance professional technical inspection services (the "Project") related to the performance of an inspection of all structural components of the Northeast Harbor pier, said

services to include but not be limited to, mobilization, diving inspection, materials testing (including but not limited to steel and rebar), determination(s) of the load limits of sections of the pier, video inspection and recording, and preparation and submission to the Town of a technical report, said report to include inspection findings and recommendations for pier improvements (including recommendations of what components of the pier can be repaired and what portions should be replaced), and to further authorize the Board of Selectmen to execute any and all contracts and documents and do any and all things necessary or convenient to accomplish the project?

The Warrant Committee moved and seconded to pass Article 17. Mr. Miller noted that when the warrant committee reviewed this article there were 14 ayes, 2 nays, and 1 abstention. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 17 passed.

Moderator Ferm asked the voters indulgence to not read the full text of the next article.

**Article 18.** Shall the voters of the Town of Mount Desert authorize the Town to enter into an agreement with the Maine Department of Transportation (the Agreement), a copy of which is included in Appendix F (the Agreement) under the MDOT Municipal Partnership Initiative program, for technical and construction services related to improvements of State Route 198 beginning approximately at its intersection with State Route 233 (Eagle Lake Road) and proceeding approximately 0.153 miles (810-feet) southerly along State Route 198 ending at or near a point in State Route 198 that is at its intersection with the southerly entrance to the Butler Road, said beginning and ending points shown on the attached project site map included herein in Appendix G (Site Map); with construction of said improvements to begin on or after September 7, 2020 and ending for a seasonal shutdown on or before November 21, 2020 and resuming, if necessary, on or after March 28, 2021 to be ready for final completion on or before May 25, 2021 and including, but not necessarily being limited to, reclaiming (grinding and leaving in place) the existing pavement, grading and compacting these materials, construction of new base and surface pavement layers on the reclaimed materials, construction of four-foot (4') wide extended shoulders on each side of the road, drainage improvements and other typical roadway improvements associated with projects of this kind, and further authorizing the Board of Selectmen to execute such Agreement, and all related contracts and documents, and to do any and all things necessary or convenient to implement this Agreement with the Maine Department of Transportation? **See Appendices F and G (pgs. 56 – 60) agreement and site map**

The Warrant Committee moved and seconded to pass Article 18. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 18 passed.

**Article 19.** Shall the voters of the Town of Mount Desert authorize the Town to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$295,000.00 (two-hundred and ninety-five thousand dollars) to fund the Town's 50% cost share for construction of roadway

improvements to Route 198 in accordance with the Agreement with the Maine Department of Transportation described in Article 18 above; and further shall the Board of Selectmen be authorized to execute any and all contracts and documents and do any and all things necessary or convenient to issue the bonds or notes of the Town, which may be callable, and to accomplish the project?

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

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

A.	Bonds outstanding and unpaid:	\$17,043,726.00
B.	Bonds authorized and unissued:	\$00.00
C.	Bonds to be issued under this Town Meeting Article	\$295,000.00
	<b>TOTAL</b>	<b>\$17,338,726.00</b>

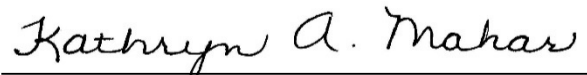
### **2. Costs**

At an estimated interest rate of 2.38% for a term of 10 years, the estimated costs of this bond issue will be:

Principal	\$295,000.00
Interest	\$35,105.00
Total Debt Service	\$330,105.00

### **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.



Treasurer, Town of Mount Desert, Maine

The Warrant Committee moved and seconded to pass Article 19.

A vote was called, and it was the opinion of the moderator that the affirmative outnumbered those against; Article 19 passed.

**Article 20.** Shall the voters of the Town of Mount Desert authorize the Town to allocate any unspent funds originally appropriated in connection with the 2017-2018 and the 2018-2019 State Route 198 Maine Department of Transportation's Municipal Partnership Initiative projects approved at the May 2017 and May 2018 Town Meeting's to the work described in Article 19 above?

The Warrant Committee moved and seconded to pass Article 20.

A vote was called, and it was the opinion of the moderator that the votes in favor exceeded those opposed; Article 20 passed.

**Article 21.** 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 of Mount Desert

Annual Town Meeting Minutes August 11, 2020

(Postponed from May 4 & 5, 2020)

Town additional state, federal and other funds (including unconditional gifts of money) received during the fiscal year 2020-2021 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 21.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 21 so carries.

**Article 22.** 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% (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 22.

The Warrant Committee moved and seconded to amend the date taxes due to September 1, this year and unpaid taxes on November 1 shall be charged interest at an annual rate of 8% per year.

A vote was called, and the amendment passed.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; the main motion for Article 22 as amended passed.

**Article 23.** 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; with the understanding that any prepayments made prior to receipt of tax club agreement will reduce the principle amount used to calculate the 10 monthly payments as stated on the tax club agreement. (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 23.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 23 so passes.

**Article 24.** 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 24.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 24 so passes.

**Article 25.** 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% (percent) per year.

The Warrant Committee moved and seconded to pass Article 25.  
The Warrant Committee moved and seconded to amend the interest rate to be paid for abated taxes to 4% per year.  
A vote was called, and it was the opinion of the moderator that the motion to amend carried.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; the main motion for Article 25 passed as amended.

**Article 26.** 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, 2020, in an aggregate amount not to exceed the property tax commitment overlay.

The Warrant Committee moved and seconded to pass Article 26.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; 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 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 27.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 27 passed as so moved.

**Article 28.** 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 28.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 28 passed as so moved.

**Article 29.** 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 29.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 29 so passes.

**Article 30.** To see if the Inhabitants of the Town of Mount Desert will vote to transfer four-hundred thousand dollars (\$400,000.00) from the Undesignated Fund Balance Account #100-38300 to reduce the 2020-2021 tax commitment.

The Warrant Committee moved and seconded to pass Article 30.  
The Warrant Committee moved and seconded to amend the amount for Article 30 to \$500,000.00.  
A vote was called and it was the opinion of the moderator that the motion to amend carried.  
A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; the main motion for Article 30 passed as amended.

Moderator Ferm asked the voters indulgence to not read the full text of the next article.

**Article 31.** Shall the voters of the Town of Mount Desert authorize the Town to appropriate an amount not to exceed \$70,000.00 from the Capital Gains Reserve Account #400-24200 (in order to supplement the funds authorized by the Town Meeting provided by approval of the 2019 Warrant Article # 30 in an amount not to exceed \$160,000) so that, in the aggregate, there are sufficient funds to finance an updated final set of improvements to the "Seal Harbor Bait House" building (the "Building") now estimated will not exceed \$230,000 (the "Project") including professional technical services and construction work necessary to modify the Building in order to address (1) the roof system structure and (2) other physical changes to the Building including but not limited to, building support columns, stair case, decking around the Building, the electrical entrance for the Building, in order to conform with national and local Code and Ordinance requirements, including FEMA flood insurance requirements, and further to authorize the Board of Selectmen or its designee to execute any and all contracts and documents and do all things necessary or convenient to accomplish the Project?

***Explanatory Note: The May 2019 Town Meeting approved up to \$160,000 for funding based on the engineer's estimates of costs for the improvements to the Seal Harbor Bait House Building. Sometime after that Town Meeting, the engineers discovered that, as compared to the existing finished floor elevation of the Building, the overall Building has to be elevated in 2020 so that the floor is two (2) feet higher than it is now (1 foot due to new FEMA flood insurance requirements and another foot due to a local ordinance requirement that requires an additional foot to be added to the base FEMA requirement). This two-foot increase must be done without increasing the***

***roofline elevation; hence, the roof had to be redesigned and will also have to be rebuilt using a flatter slope. Please also see the Site Map found in Appendix E (pg. 55) to the Warrant for the location of the Seal Harbor Bait House Building.***

The Warrant Committee moved and seconded to pass Article 31.

Questions were asked and answered.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; the motion as made for Article 31 so passes.

**Article 32.** To see if the inhabitants of the Town of Mount Desert will vote to create a new Benefit Accrual Reserve Account in the amount of \$187,750 to be funded from the Town's Capital Gains Account 400-24202. Said benefits to consist of Vacation Wages, Paid Compensation Time, Floating Holiday Compensation, bonus compensation, and Sick leave Bonus Wages, all of which shall be subject to such terms and conditions, personnel policies, employment or labor agreements and other policies or provisions as may be changed or negotiated from time to time by the officers of the Town of Mount Desert, its insurance carriers and brokers, and employees. Subsequent funding for this reserve account shall be considered through the General Fund during the annual Town Meeting of the Town of Mount Desert.

***Explanatory Note: \$187,500 is equal to 50% of the maximum annual liability that could accrue in the upcoming fiscal year. In future years, the goal will be to maintain the reserve at an amount calculated to be approximately 50% of the maximum annual liability that could accrue in each year. Adjustments would be made during the consideration of the budget for the General Fund during the Town Meeting.***

The Warrant Committee moved and seconded to pass Article 32 as written.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 32 so passes.

~~~~~

**APPROPRIATION FROM CAPITAL GAINS RESERVE  
ACCOUNTSUMMARY**

(If Article 31 and Article 32 are Approved in Total)

|                                    |                     |
|------------------------------------|---------------------|
| Article 31 Seal Harbor Bait House  | \$70,000.00         |
| Article 32 Benefit Accrual Reserve | <u>\$187,750.00</u> |
| Total Appropriation Requested      | \$188,450.00        |

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**Article 33.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 33 in the amount of \$1,298,510.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 33 so carries.

**Article 34.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 34 in the amount of \$1,480,221.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 34 passed as so moved.

**Article 35.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 35 in the amount of \$5,000.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 35 so carries.

**Article 36.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 36 in the amount of \$195,694.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 36 passes as so moved.

**Article 37.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 37 in the amount of \$25,750.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 37 passes as so moved.

**Article 38.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 38 in the amount of \$1,249,666.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 38 passes as so moved.

**Article 39.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 39 in the amount of \$930,327.00 A vote was called; it was the opinion of the Moderator that the ayes carried, and Article 39 passed as so moved.

**Article 40.** To see what sum the Inhabitants of the Town of Mount Desert will vote to raise and appropriate for Department 501, 515, 520 and 525 Public Works - Roads, Waste Management, Buildings & Grounds, Parks & Cemeteries, and 530 Environmental Sustainability for the 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 40 in the amount of \$2,698,230.00 A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 40 passed as so moved.

**Article 41.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 41 in the amount of \$1,021,222.00 A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; 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 605 Recreation (Public Pool ~Utilities & Maintenance) for the 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 42 in the amount of \$5,900.00 A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 42 passed as so moved.

**Article 43.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 43 in the amount \$12,000.00. Mr. Miller noted that when the Warrant Committee reviewed this article the votes were 8 ayes, 8 nays, and 2 abstentions.

Questions were asked and answered

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; Article 43 passed (24-16).

**Article 44.** 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 2020-2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 44 in the amount of \$1,902,977.00. A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; the motion on Article 44 carried as made.

**Article 45.** 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 2020-2021 Town Budget.

**Libraries:** \$35,500.00

**Recreation:** \$88,000.00

**Village Improvement Societies:** \$66,000.00

**Public/Social Service Agencies:** \$127,387.00

The Warrant Committee moved and seconded to pass Article 45 in the amount of \$320,587.00.

The Warrant Committee explained there is a difference of \$19,500.00 in the figures presented in the warrant reflect amounts for the public service agencies as reduced because two of the agencies (Downeast Transportation \$14,000 and Great Harbor Maritime Museum \$5,500) are not operating this summer due to the pandemic.

Motion to amend Article 45 to \$301,087.00 was made and seconded.

A vote was called; it was the opinion of the moderator that the votes in favor outnumbered those opposed and so the motion to amend passed.

A vote was called on the main motion as amended and it was the opinion of the moderator that the votes in favor outnumbered those opposed, so Article 45 passed in the amount of \$301,087.00.

**Article 46.** 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 2020- 2021 Town Budget.

The Warrant Committee moved and seconded to pass Article 46 in the amount of \$621,570.00.

A vote was called, and it was the opinion of the moderator that the votes in favor predominate those opposed; Article 46 passed.

Moderator Fern explained that because of the increase on Article 30, the Town no longer exceeds the property tax levy limit and that we could pass over the article. He asked for a motion to pass over Article 47.

**Article 47.** To see if the Inhabitants of the Town of Mount Desert will vote to increase the property tax levy limit by \$20,679 .00. **See Appendix H (pg. 61-63)**

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

The Warrant Committee moved and seconded to pass over Article 47.

A vote was called; it was the opinion of the moderator declares that a majority of those voting have voted in favor passing over Article 47.

**Article 48.** 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.

**Revenue: \$740,028.00**

**Expense: \$740,028.00**

The Warrant Committee moved and seconded to ratify Article 48.

A vote was called, and it was the opinion of the moderator that the votes in favor outnumbered those opposed; and Article 48 was ratified.

Moderator Ferm stated that he had been authorized to explain that the following school board articles have been amended to reduce the original budget by \$250,472.00. The reduction is due to the Blue Cross Blue Shield real numbers as being increased by 5.9% instead of the estimated 10%, heating oil being locked in at \$1.25/gal., the pre-k program changes, and grounds maintenance.

**Article 49.** To see what sum the School Board will be authorized to expend for Regular Instruction for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Regular Instruction** be **\$ 1,878,707** for Article 49.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Regular Instruction** be amended to **\$ 1,687,060** for Article 49.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 49 passed.

**Article 50.** To see what sum the School Board will be authorized to expend for Special Education for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Special Education** be **\$ 845,877** for Article 50.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Special Education** be amended to **\$ 839,483** for Article 50.

A vote was called and the motion to amend was passed.

A vote was called and it was the opinion of the moderator that the main motion as amended for Article 50 passed.

**Article 51.** To see what sum the School Board will be authorized to expend for Career and Technical Education for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded to pass Article 51 in the amount of \$00.00.

Town of Mount Desert

Annual Town Meeting Minutes August 11, 2020

(Postponed from May 4 & 5, 2020)

A vote was called and Article 51 passed as so moved.

**Article 52.** To see what sum the School Board will be authorized to expend for Other Instruction for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Other Instruction** be **\$85,880** for Article 52.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Other Instruction** be amended to **\$ 84,880** for Article 52.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 52 passed.

**Article 53.** To see what sum the School Board will be authorized to expend for Student & Staff Support for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded to recommend that the amount the School Board is authorized to expend for **Student & Staff Support** be **\$ 445,050** for Article 53.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Student & Staff Support** be amended to **\$ 443,219** for Article 53.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 53 passed.

**Article 54.** To see what sum the School Board will be authorized to expend for System Administration for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded the amount the School Board is authorized to expend for **System Administration** to **\$92,966.00** for Article 54.

A vote was called and Article 54 passed.

**Article 55.** To see what sum the School Board will be authorized to expend for School Administration for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **School Administration** be **\$ 284,678** for Article 55.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **School Administration** be amended to **\$ 282,305** for Article 55.

Questions were asked and answered.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 55 passed.

**Article 56.** To see what sum the School Board will be authorized to expend for Transportation & Buses for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Transportation & Buses** be amended to **\$ 203,630** for Article 56.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Transportation & Buses** be amended to **\$ 201,002** for Article 56.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 56 passed.

**Article 57.** To see what sum the School Board will be authorized to expend for Facilities Maintenance for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded to recommend that the amount the School Board is authorized to expend for **Facilities Maintenance** be **\$ 490,761** for Article 57.

The Warrant Committee moved and seconded that the amount the School Board is authorized to expend for **Facilities Maintenance** be amended to **\$ 446,172** for Article 57.

A vote was called and the motion to amend was passed.

A vote was called, and it was the opinion of the moderator that the main motion as amended for Article 57 passed.

**Article 58.** 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, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board will be authorized to expend for **Debt Service and Other Commitments** be \$317,132.00 for Article 58

A vote was called and it was the opinion of the moderator that the votes in the affirmative predominated and so Article 58 passed as moved.

**Article 59.** To see what sum the School Board will be authorized to expend for All Other Expenditures for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded that the amount the School Board will be authorized to expend for **All Other Expenditures** be \$72,000.00 for Article 59.

A vote was called and Article 59 was so adopted.

Moderator Ferm explained that normally the next articles are voted with a hand count or written ballot, but due to the circumstances, if he words them in a particular way and it is so recorded, then that will meet the requirements of the statute.

**Article 60.** To see what sum the voters of the Town of Mount Desert will appropriate for the total cost of funding public education from pre-K to grade 12 as described in the Essential Programs and Services Funding Act (**Recommend \$2,248,845.00**) 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 pre-K 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, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded to pass Article 60 in the amount of \$1,860,906.00. A vote was called; the moderator declared that a majority of those voting in favor of the motion outnumber those opposed on Article 60 and asked that the vote be so recorded.

**Article 61.** 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 pre-K to grade 12 for the period July 1, 2020 and ending June 30, 2021.

The Warrant Committee moved and seconded to recommend passing Article 61 in the amount of \$317,132.00

A vote was called; the moderator declared that a majority of those voting have voted in favor of the motion on Article 61 and asked that the vote be so recorded.

**Article 62.** To see what sum the voters of the Town of Mount Desert will raise and appropriate in additional local funds for school purposes (**Recommend: \$1,911,924.00**) for the period July 1, 2020 and ending June 30, 2021, which exceeds the State's Essential Programs and Services allocation model by (**Recommend: \$1,911,924.00**) as required to fund the budget recommended by the school Board.

The School Board recommends **\$1,911,924.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$1,911,924.00**: The State funding model underestimates the actual costs to fully fund the 2020-2021 budget.

The Warrant Committee recommends **\$1,911,924.00** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$1,911,924.00**: The State funding model underestimates the actual costs to fully fund the 2020-2021 budget. (11 Ayes; 0 Nays)

The Warrant Committee moved and seconded that the amount that the voters of the Town of Mount Desert raise and appropriate in additional local funds for school purposes be **\$1,911,924.00** for Article 62.

The Warrant Committee moved and seconded that the amount that the voters of the Town of Mount Desert raise and appropriate in additional local funds for school purposes be amended to **\$1,661,452** for Article 62.

A vote was called and the motion to amend carried.

A vote was called; the moderator declared that a majority of those voting have voted in favor of the motion as amended on Article 62 and asked that the vote be so recorded.

**Article 63.** 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, 2020 and ending June 30, 2021 from the Town's contribution to the total cost of funding public education from pre-K 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 that the amount that the voters of the Town of Mount Desert authorize the School Board to expend be **\$ 4,716,691** for Article 63.

The Warrant Committee moved and seconded that the amount that the voters of the Town of Mount Desert authorize the School Board to expend be amended to **\$ 4,466,219** for Article 63.

A vote was called and the motion to amend carried.

A vote was called; the moderator declared that a majority of those voting have voted in favor of the motion as amended on Article 63 and asked that the vote be so recorded.

**Article 64.** In addition to the amount in Articles 49 – 63, 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 2020-2021 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 recommend passage of Article 64.

A vote was called it was the opinion of the moderator that those voting in favor of passage outnumber those opposed and therefore Article 64 passed.

### **Spirit of America Award**

Moderator Ferm called on Town Manager Lunt to introduce this year's Spirit of America award. The award was presented to William Ferm for his many years of service as moderator, warrant committee member, and Zoning Board of Appeals chair. This is the fourth year that the Town has participated in the national award program. Mr. Ferm spoke of his honor and privilege to serve the town over the years.

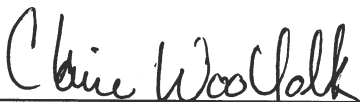
### **Adjournment**

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, the town volunteers for their dedicated Town of Mount Desert

service; 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.

At 7:24 p.m. Moderator Ferm made his favorite motion – to adjourn the meeting by honking or flashing lights to indicate the affirmative. The voters complied with the request and the meeting was adjourned.

Duly recorded:

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

Attest: A True Copy

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

## **Appendices**

An underline indicates an addition and a ~~striketrough~~ indicates a deletion.

### **Appendix A**

**TOWN OF MOUNT DESERT  
SPECIAL AMUSEMENT PERMIT  
ORDINANCE ENACTED ~~MARCH 2, 2004~~  
~~Amended~~  
~~March 8, 2005~~  
May 5, 2020**

#### **1. Title, Purpose and Definitions**

##### **A. Title**

This Ordinance shall be known and may be cited as the "Special Amusement Permit Ordinance of the Town of Mount Desert."

##### **B. Purpose**

The purpose of this Ordinance is to control, as required by Title 28-A §1054 MRSA, the issuance of Special Permits for music, dancing or entertainment in facilities licensed by the State of Maine to sell liquor or malt liquor or wine for on-premises consumption in the Town of Mount Desert.

##### **C. Definitions**

1. Entertainment. For the purposes of this Ordinance, "entertainment" shall include any amusement, performance, exhibition or diversion for patrons or customers of the licensed premises whether provided by professional entertainers or by full-time or part-time employees of the licensed premises whose incidental duties include activities with an entertainment value.
2. Licensee. For purposes of this Ordinance, the term "Licensee" means the holder of a license for on-premises consumption of liquor, malt liquor or wine issued pursuant to the provisions of Title 28-A, MRSA, Liquors, as amended; or any person, individual, partnership, firm, association, corporation or other legal entity acting as agent or employee of any holder of such license.

#### **2. General Permit**

##### **A. Permit Required**

1. No Licensee for the sale of liquor, malt liquor or wine to be consumed on a licensed premises situated in the Town of Mount Desert, shall permit on the licensed premises the following:
  - a. Any music, except radio or other mechanical device,
  - b. Any dancing, or

- c. Entertainment of any sort;

unless the Licensee shall have first obtained from the Board of Selectmen of Mount Desert, a Special Amusement Permit approved in accordance with this Ordinance and signed by at least a majority of the members of said Board.

2. Applications for all Special Amusement Permits shall be made in writing to the said Board of Selectmen and shall include the following:
  - a. The name of the applicant, if an individual. If the applicant is a corporation, partnership, Limited Liability Company or other legal entity, the application shall include the names and addresses of the entity's principal officers, together with the names and state of residence of all principals. For this purpose, any person or entity owning or controlling a ten percent (10%) or greater ownership interest in the applicant, directly or indirectly, shall be deemed a principal of the applicant.
  - b. The applicant's residence address, if an individual; or principal office address if a corporation, partnership, limited liability corporation, or other legal entity;
  - c. The name of the business to be conducted;
  - d. The applicant's business address, if an individual;
  - e. The nature of the applicant's business;
  - f. The location of the licensed premises;
  - g. All places of residence of the applicant during the past 5 years, if an individual;
  - h. Whether the applicant has ever had a license to conduct the business therein described either denied or revoked and, if so, a description of those circumstances specifically;
  - i. Whether the applicant, including all partners or corporate officers, has ever been convicted of a felony or liquor law violation in any jurisdiction, and, if so, a description of those specific circumstances;
  - j. Copies of all alcohol licenses currently held by the applicant for the premises concerned or, if a liquor license application is pending, a copy of the application; and
  - k. Any additional information as may be needed by the Board of Selectmen in the issuing of the permit including but not limited to a copy of the applicant's current liquor license.
3. No permit shall be issued under this Ordinance, unless the premises to be used for the purposes fully complies with all Ordinances, articles, bylaws, or rules and regulations of the Town of Mount Desert.
4. The fee for a Special Amusement Permit shall be ~~fifty~~ one hundred dollars (~~\$50~~) (\$100) to cover administrative costs.

5. Within 30 days of the date the request for a Special Amusement Permit is received, the Board of Selectmen shall, prior to granting a permit and after reasonable notice to the Town and the applicant, hold a public hearing. The testimony of the applicant and that of any interested members of the public shall be taken. For a new permit, reasonable notice shall mean notification to the abutting landowners as well as notice in a newspaper of general circulation at least 7 days prior to the Hearing. For renewals, the newspaper notification is considered reasonable ~ unless there have been complaints.
  6. The Board of Selectmen shall grant a Permit unless it finds that issuance of the Permit will be detrimental to the public health, safety or welfare, or would violate Town ordinances, or rules and regulations, articles, or bylaws.
  7. A Permit shall be valid only for the license year of the applicant's existing liquor license.
- E. The application for a Special Amusement Permit shall set forth the type of music and entertainment intended by the applicant to be permitted on the licensed premises and whether the entertainment will include dancing.
- F. Classes of Permits. Special Amusement Permits granted by the Board of Selectmen shall be limited to the following classes:
- Class A — Single Instrumentalist without mechanical amplification;
  - Class B — Single Instrumentalist and Vocalist without mechanical amplification;
  - Class C — One or more vocalists and/or instrumentalist without mechanical amplification;
  - Class D — Any one of the above with mechanical amplification;
  - Class E — Dancing with any of the above or accompanied by music produced by radio or other mechanical device;
- and any Permit granted shall be for one of the above noted classes. A Licensee shall not permit on the Licensee's premises, any music, dancing or entertainment which exceeds that permitted by the Class of his Permit, during the period for which his Permit is valid as otherwise determined by this Ordinance.
- D. During the period for which the license is valid, the Licensee may reapply for a new Special Amusement Permit, if he elects to permit dancing, music or entertainment that exceeds that permitted by the current permit. Said reapplication shall be governed by all the provisions of this Ordinance with respect to applications for a Special Amusement Permit in general including the payment of the permit fee of ~~Fifty Dollars (\$50.00)~~ One Hundred Dollars (\$100)
- E. Inspections
1. The Board of Selectmen shall require an initial inspection of the premises and Licensee for overall ability to comply with the provisions of this Ordinance and for the purpose of imposing conditions on any Permit issued.

2. Whenever inspections of the premises used for or in connection with the operation of a licensed business which has obtained a Special Amusement Permit are provided for or required by Ordinance or State law, or are reasonably necessary to secure compliance with any Ordinance provision or State Law, it shall be the duty of the Licensee, or the person in charge of the premises to be inspected, to admit any officer, official or employee of the Town of Mount Desert authorized to make the inspection at any reasonable time that admission is requested.
3. In addition to any other penalty, which may be provided, the Board of Selectmen may revoke the Special Amusement Permit of any Licensee in the Town who refuses to permit any such officer, official or employee to make an inspection or take sufficient samples for analysis, or who interferes with such officer, official or employee while in the performance of his duty. Provided, that no license or Special Amusement Permit shall be revoked unless written demand for the inspection or sample is made upon the Licensee or person in charge of the premises, at the time it is sought to make the inspection.

#### G. Permit Procedures

1. Any Licensee requesting a Special Amusement Permit from the Board of Selectmen shall be notified in writing of its decision no later than fifteen (15) days from the date the application was heard.
2. In the event that a Licensee is denied a permit, the Licensee shall be provided with the reasons for the denial in writing.
3. The Licensee may not reapply for a permit within thirty (30) days after denial of an application, except with the consent of the Board of Selectmen. The reasons for denial must be corrected before reapplication.

#### H. Suspension or Revocation of a Permit

1. The Board of Selectmen may, after a public hearing preceded by notice to interested parties, suspend, or revoke any Special Amusement Permits which have been issued under this Ordinance on the grounds that the music, dancing or entertainment so permitted constitutes a detriment to the public health, safety or welfare, or violates any Town ordinances, articles, bylaws, or rules and regulations.

#### I. Rules and Regulations

1. The Board of Selectmen are hereby authorized, after public notice and hearing, to establish written rules and regulations governing the issuance, suspension, and revocation of Special Amusement Permits and placing other limitations on these activities required - to protect the public health, safety and welfare. These rules and regulations may specifically determine the location and size of permitted premises, the facilities that may be required for the permitted activities on those premises, and the hours during which the permitted activities are permitted. Such rules and regulations shall be additional to and consistent with all sections of this Ordinance.

2. Rules and regulations which may be adopted under this Ordinance include, but are not limited to, the following:
  - a. To require Licensee to have doors and windows closed at a particular time.
  - b. To require police officer attendance if necessary.
  - c. To require the Local Fire Inspector to inspect the premises prior to the issuance of a license.

#### J. Appeal Procedures

1. Any Licensee who has requested a Permit and has been denied, or whose Permit has been revoked or suspended, may, within thirty (30) days of the denial, suspension or revocation, appeal the decision to the Mount Desert Zoning Board of Appeals as defined in Title 30A Section 2691, MRSA, as amended.
2. The Zoning Board of Appeals may grant or reinstate the permit if it finds that the permitted activities would not constitute a detriment to the public health, safety, or welfare; or that the denial, revocation or suspension was arbitrary or capricious or was not based by a preponderance of the evidence, on a violation of any Ordinance, article, bylaw, or rule or regulation of the Town.

### 3. Admission

A licensed hotel, Class A restaurant, Class A tavern or restaurant malt liquor licensee who has been issued a Special Amusement Permit may charge admission in the designated areas approved by the Town.

### 4. Penalty, Separability

#### A. Penalty

1. Whoever violates any of the provisions of the Ordinance shall be deemed guilty of a civil violation and upon conviction thereof, shall be penalized by a fine of not more than \$500 for the first offense and \$1000 for subsequent offenses.
2. Any violation of this Ordinance or any provision thereof, shall be deemed a public nuisance and may be subject to abatement by a restraining order or injunction issued by a court of competent jurisdiction.

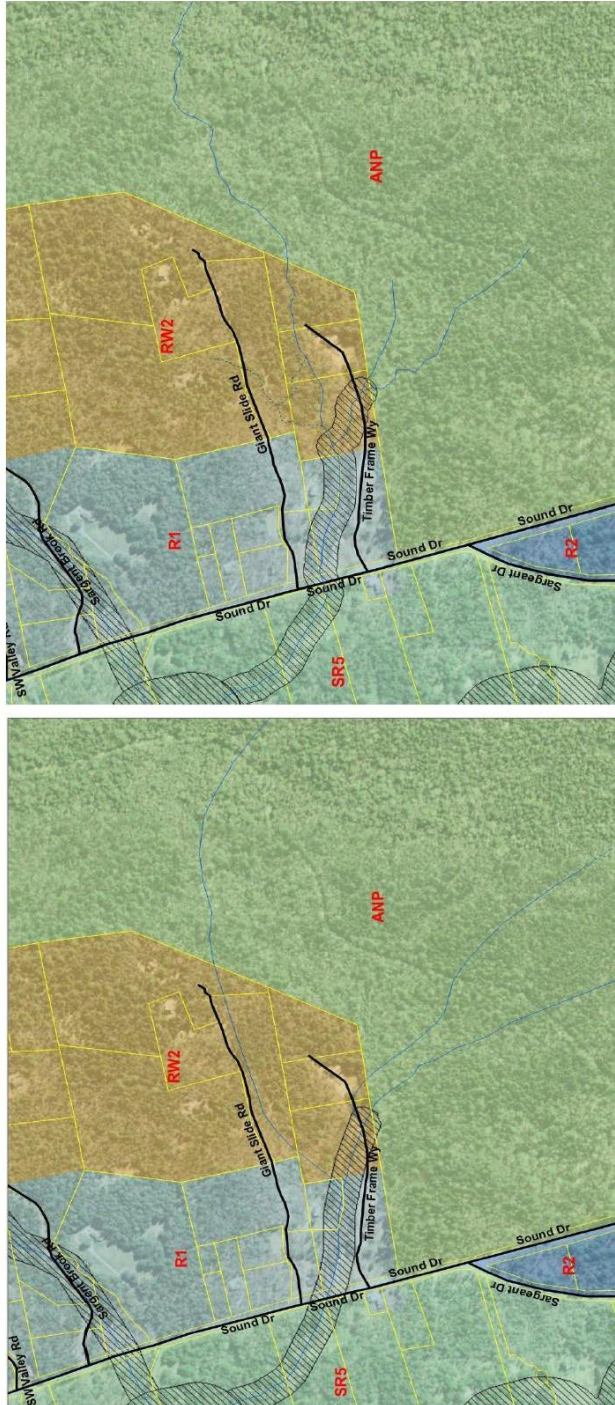
#### B. Separability

The invalidity of any provision of this ordinance shall not invalidate any other part.

### 5. Period of Ordinance

This Ordinance shall remain in effect for a period of fifteen (15) years from the effective date, or the date of the latest amendment thereafter.

## Appendix B



Proposed Map (stream location corrected)

Existing Map (stream in wrong location)

### Giant Slide Stream Location Correction Map Exhibit

## Appendix C

### SECTION 3 LAND USE DISTRICTS

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#### 3.3 Map Changes: Amended at:

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Town Meeting May 5, 2020 change Tax Map 5, Lot 14-1 and Tax Map 5, Lot 14-4 from Shoreland Residential 2 to Village Residential 3.

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

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

**P Use allowed without a permit** (but the use must comply with all applicable land use standards)

**C Use allowed with conditional use approval from the Planning Board Use allowed with conditional use approval from the Planning Board, except where the code enforcement officer may authorize minor changes in the placement and size of improvements for an approved conditional use permit**

**X Use is prohibited**

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

VR1 VILLAGE RESIDENTIAL  
ONE VR2 VILLAGE  
RESIDENTIAL TWO VR3  
VILLAGE RESIDENTIAL  
THREE R1 RESIDENTIAL  
ONE  
R2 RESIDENTIAL TWO  
SR1 SHORELAND RESIDENTIAL  
ONE SR2 SHORELAND  
RESIDENTIAL TWO SR3  
SHORELAND RESIDENTIAL

THREE SR5 SHORELAND  
RESIDENTIAL FIVE RW2 RURAL  
OR WOODLAND TWO  
RW3 RURAL OR WOODLAND  
THREE VC VILLAGE  
COMMERCIAL  
SC SHORELAND COMMERCIAL  
RP RESOURCE  
PROTECTION C  
CONSERVATION  
SP STREAM PROTECTION

See table of uses on following pages Section 3.4 Permitted, Conditional, and Excluded Uses by District

LAND USE:	Districts									<u>VR3</u>
	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>RESIDENTIAL</b>										
<b>Dwelling 1 &amp; 2 family</b>	CEO	CEO	CEO <sub>(d)</sub>	CEO	CEO	CEO <sub>(d)</sub>	C	C <sup>8</sup>	C <sup>4</sup>	<u>X</u>
Dwelling, Multiple	C	C	C	C	C	X	C	X	X	<u>X</u>
Accessory Residential Dwelling Unit	CEO	CEO	CEO	CEO	CEO	C	C	C <sup>8</sup>	C <sup>4</sup>	C <sup>e</sup>
Accessory structures including structural additions and guest houses <sub>(c)</sub>	CEO	CEO	CEO	CEO	CEO	CEO	C	C <sup>8</sup>	C <sup>4</sup>	<u>X</u>
Cluster and Workforce Subdivisions	C	C	X	C	C	X	X	X	X	<u>X</u>
Mobile Home Park	C	X	X	X	X	X	X	X	X	<u>X</u>
<sub>(c)</sub> A separate garage is an accessory structure. A separate garage with a dwelling unit shall be deemed a dwelling unit. <sub>(d)</sub> See Section 6B.11.3 (Lots) <sub>(e)</sub> Accessory residential dwellings in the VR3 District must be for staff housing only										

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	<u>VR3</u>
<b>RECREATIONAL (NON-COMMERCIAL)</b>										
Animal Husbandry	C	C	C	CEO	X	X	C	X	X	<u>X</u>
Animal Husbandry 2	C	C	C	P	C	C	C	X	X	<u>X</u>
Individual Private Campsites	P	P	CEO	P	CEO	CEO	X	X	X	<u>X</u>
Indoor Recreational facilities	C	C	C	C	C	X	C	X	X	<u>X</u>
Livestock (hoofed)	C	C	C	CEO	X	X	C	X	X	<u>X</u>
Motorized Vehicular traffic on existing roads and trails	P	P	P	P	P	P	P	P	X	<u>X</u>
Outdoor, non-intensive recreation, not requiring structures, such as: hiking, skiing	P	P	P	P	P	P	P	P	P	<u>X</u>
Outdoor recreation facilities, such as for tennis, golf, boating, swimming	C	C	C	C	C	C	C	X	X	<u>X</u>
Yard & Garage Sales										

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	<u>VR3</u>
3 days or less per year	P	P	P	P	P	P	P	X	X	<u>X</u>
<b>PUBLIC</b>										
Church, school, library, museum, community building	C	C	X	C	C	X	X	X	X	<u>X</u>
Independent School	C	C	C	C	C	X	X	X	X	<u>X</u>
State, Federal & Municipal Buildings	C	C	X	C	C	C	X	X	X	<u>X</u>
Park, playground, recreation structures	C	C	X	C	C	X	X	X	X	<u>X</u>
Municipal activities	C	C	C	C	C	C	C	X	X	<u>X</u>
Cemeteries	X	X	X	C	X	X	X	X	X	<u>X</u>
<b>COMMERCIAL</b>										
Accessory structures	CEO	CEO	CEO	CEO	CEO	CEO	CEO	X	X	<u>C</u>
Agriculture	X	X	X	CEO	X	X	X	X	X	<u>X</u>
Animal Husbandry	X	X	X	CEO	X	X	X	X	X	<u>X</u>
Aquaculture	X	X	X	C	X	C	X	X	X	<u>X</u>
Auto repair, sales	X	X	X	C	C	X	X	X	X	<u>X</u>
Auto service, filling	X	X	X	X	C	X	X	X	X	<u>X</u>
Boat Construction	C	C	X	C	C	C	X	X	X	<u>X</u>

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	<u>VR3</u>
Boat storage, repair, service	X	X	X	C	C	C	X	X	X	<u>X</u>
Campground	X	X	X	X	X	X	X	X	X	<u>X</u>
Commercial fishing	C	C	X	C	X	C	X	X	X	<u>X</u>
Commercial Materials:										
Bulk storage	X	X	X	C	X	X	X	X	X	<u>X</u>
Retail Sales	X	X	X	C	C	C	X	X	X	<u>X</u>
Wholesale sales	X	X	X	C	X	X	X	X	X	<u>X</u>
Fish processing	X	X	X	X	X	C	X	X	X	<u>X</u>
Gravel Pits	X	X	X	X	X	X	X	X	X	<u>X</u>
Home occupation	CEO	CEO	CEO	CEO	CEO	CEO	CEO	C	X	<u>X</u>
Horticulture: nurseries, greenhouses/sale of products	C	C	X	C	CEO	X	X	X	X	<u>X</u>
Hotel/Motel	X	X	X	X	C	X	X	X	X	<u>C</u>
Marina	X	X	X	X	X	C	X	X	X	<u>X</u>
Mineral Exploration	X	X	X	X	X	X	X	X	X	<u>X</u>
Mineral Extraction	X	X	X	X	X	X	X	X	X	<u>X</u>
Mobile Food Vendors <sup>11</sup>	X	X	X	C	X	CEO	X	X	X	<u>X</u>
Office Building	C	C	X	C	CEO	X	X	X	X	<u>X</u>

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	<u>VR3</u>
Office Building: bank	X	X	X	X	CEO	X	X	X	X	<u>X</u>
Public utilities	C	C	C	C	C	C	C	X	X	<u>C</u>
Recreational: indoor recreational facilities	X	X	X	C	C	X	X	X	X	<u>C<sup>12</sup></u>
Recreational: outdoor recreation facilities, such as tennis, golf, boating, swimming	C	C	C	C	C	C	C	X	X	<u>C<sup>12</sup></u>
Restaurant	X	X	X	C	C	X	X	X	X	<u>C<sup>12</sup></u>
Retail Stores: clothing, hardware, paints, grocery, books, art, gifts, antiques, etc.	X	X	X	C	CEO	X	X	X	X	<u>X</u>
Services 1: personal (wholly enclosed), hairdressing, barber, tailor, dressmaker, sewing, tanning parlor, etc.	C	C	C	C	CEO	X	C	X	X	<u>C<sup>12</sup></u>
Services 2: (wholly enclosed) electrician, carpentry, interior decoration, upholstery, etc.	C	C	X	C	CEO	X	X	X	X	<u>X</u>

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	<u>VR3</u>
Services 3: (not wholly enclosed) construction, masonry, plumbing, painting, carpentry	C	C	X	C	C	X	X	X	X	<u>X</u>
Seasonal produce sales (including firewood)	CEO	CEO	CEO	CEO	CEO	CEO	CEO	X	X	<u>X</u>
Storage of construction equipment & heavy vehicles	X	X	X	C	X	X	X	X	X	<u>X</u>
Timber harvesting <sup>10</sup>	NA	NA	NA	NA	NA	NA	NA	NA	NA	<u>NA</u>
Yard & garage sales more than 3 days per year	C	C	C	C	C	C	C	X	X	<u>X</u>
Wind Energy Conservation System	X	X	C	C	X	X	X	X	X	<u>X</u>
<b>MISCELLANEOUS</b>										
Clearing or Removal of Vegetation for activities other than timber harvesting	P	P	CEO	P	P	CEO	P	C <sup>8</sup>	C <sup>4</sup>	<u>CEO</u>
Essential Services										
A.Roadside distribution lines (34.5kv)	P	P	CEO <sup>9</sup>	P	P	CEO <sup>9</sup>	CEO	C <sup>6</sup>	C	<u>CEO</u>

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	<u>VR3</u>
and lower)										
B. Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone	P	P	CEO	P	P	CEO	CEO	C <sup>6</sup>	C <sup>6</sup>	<u>CEO</u>
C. Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone	P	P	C	P	P	C	C	C <sup>6</sup>	C <sup>6</sup>	<u>C</u>
D. Other essential services	P	P	C	P	P	C	C	C <sup>6</sup>	C <sup>6</sup>	<u>CEO</u>
Excavation or Filling < 50 cubic yards	P	P	CEO	P	P	CEO	CEO	C <sup>8</sup>	C <sup>4</sup>	<u>C</u>
Excavation or Filling of >50 to 150 cubic yards	CEO	CEO	CEO	CEO	CEO	CEO	CEO	C <sup>8</sup>	C <sup>4</sup>	<u>CEO</u>
Excavation or Filling of > 150 cubic yards	C	C	C	C	C	C	C	C <sup>8</sup>	C <sup>4</sup>	<u>C</u>
Fire Prevention Activities	P	P	P	P	P	P	P	X	P	<u>P</u>
Parking lot	C	C	X	C	C	C	C	X	X	<u>C</u>

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	<u>VR3</u>
Piers, Docks, Wharves, Bridges and other Structures and Uses Extending over or below the Normal High-Water line or within a wetland (refer to Section 6C.7)	X	C	C	C	X	C	C	X	X	C <sup>12</sup> —
Road & driveway construction	CEO	CEO	CEO	CEO	CEO	CEO	CEO	C <sup>7,8</sup>	C <sup>7,4</sup>	<u>CEO</u>
Service drops, as defined, to allowed uses	P	P	P	P	P	P	P	P	P	<u>P</u>
Soil and Water Conservation Practices	P	P	P	P	P	P	P	P	P	<u>P</u>
Small non-residential facilities or structures for educational, scientific, or nature interpretation purposes	CEO	CEO	CEO	CEO	CEO	CEO	CEO	X	C <sup>4</sup>	<u>X</u>
Structures accessory to allowed uses	CEO	CEO	CEO	CEO	CEO	CEO	CEO	C <sup>8</sup>	C	<u>C</u>
Wildlife Management Practices	P	P	P	P	P	P	P	P	P	<u>P</u>
Uses similar to permitted uses	P	P	P	P	P	P	P	P	P	<u>P</u>

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	<u>VR3</u>
Uses similar to uses requiring Conditional Use Approval	C	C	C	C	C	C	C	C	C	<u>C</u>
Uses similar to uses requiring a CEO permit	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	CEO	<u>CEO</u>

Note: Some footnotes have been deleted. – namely 1,2,3 & 5.

<sup>4</sup> Provided that a variance from the setback requirement is obtained from the Board of Appeals; otherwise the setback is 75 feet. Any Excavation or Filling must be limited to that necessary for the construction of approved structures.

<sup>6</sup> See further restrictions in Section 6C.5.2

<sup>7</sup> Only as provided in Section 6C.9.3

<sup>8</sup> Single family residential structures may be allowed by special exception only according to the provisions of Section 7.5.3, Special Exceptions. Two-family residential structures are prohibited.

<sup>9</sup> Permit not required but must file a written “notice of intent to construct” with CEO. <sup>10</sup>Timber Harvesting is regulated by the Bureau of Forestry in the Department of Agriculture, Conservation and Forestry.

<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.

<sup>12</sup> Uses only allowed if associated with hotel/motel use

NOTE: A person performing any of the following activities shall require a permit from the Department of Environmental Protection, pursuant to 38 M.R.S.A. section 480-C, if the activity occurs in, on, over or adjacent to any freshwater or coastal wetland, great pond, river, stream or brook and operates in such a manner that material or soil may be washed into them:

- A. Dredging, bulldozing, removing or displacing soil, sand, vegetation or other materials;
- B. Draining or otherwise dewatering;

- C. Filling, including adding sand or other material to a sand dune; or
- D. Any construction or alteration of any permanent structure.

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

DISTRICTS	SR1 see Note (f)	SR2 see Note (f)	SR3 see Note (f)	SR5 see Note (f)	VR3 see Note (f)
<b>DIMENSIONS see Notes (b) (h<sup>2</sup>)</b>					
MINIMUM LOT AREA: with public sewer	1 acre	2 acres	3 acres	5 acres	<u>5 acres</u>
without public sewer	N/A	2 acres	3 acres	5 acres	<u>5 acres</u>
MINIMUM WIDTH OF LOTS: Shore Frontage	200 ft	200 ft	200 ft	200 ft	<u>200 ft</u>
SETBACKS FROM: normal high water line of a water body (stream), tributary stream or upland edge of a wetland	75 ft 100 ft (n)	75 ft 100 ft (n)	75 ft 100 ft (n)	75 ft 100 ft (n)	<u>75 ft</u> <u>100 ft (n)</u>
Great Ponds (n)	50 ft	50 ft	50 ft	50 ft	<u>50 ft</u>
public or private road*	25 ft	25 ft	25 ft	25 ft	<u>25 ft</u>
property lines (d)**  * see Note (c) ** see Note (d)					
MAXIMUM LOT COVERAGE	20%	20%	20%	20%	<u>40%</u>
MINIMUM DISTANCE BETWEEN PRINCIPAL BUILDINGS	30 ft	30 ft	30 ft	30 ft	<u>10 ft</u>

NOTES:

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

(c) Measured from edge of road surface, or edge of legally established right of way if no road exists.

(d) In all districts restrictions on setback of structures from property lines may be varied or

nullified by written agreement with the abutting property owner. Said agreement or a copy of said agreement showing signatures shall be filed at the Municipal Office.

- (e) The minimum SC setback from shoreline is 75 feet except for functionally water-dependent structures.
- (f) Within the shoreland zone: No new lot shall be created except in conformity with all of the requirements of this Ordinance for the district in which it is located. In addition to shore frontage, refer to Section 6B.11.4.3 for the required minimum lot width. For the required measurements, refer to shore frontage and minimum lot width in Section 8. When a legally existing parcel does not contain any shore frontage, the lot may be divided such that the newly created lots do not contain any shore frontage as otherwise required in Sections 3.5 and 6B.11.4.3, provided that all other minimum lot dimensional standards are met, including but not limited to lot area and minimum lot width.
- (g) Primary residential use in a Shoreland Commercial District must meet the dimensional requirements of the adjacent residential district. This requirement does not apply to projects that include covenants held by a qualified workforce housing entity.
- (h<sup>1</sup>) Height: Structures outside the shoreland zone shall not exceed forty (40) feet. In exceptional cases, which meet the standards of this Ordinance and will not adversely affect the skyline of the Town, Conditional Use Approval may be issued, notwithstanding the above height limitations. Placement of fill to circumvent this height requirement is prohibited.
- (h<sup>2</sup>) Height: Structures in the shoreland zone shall not exceed thirty-five (35) feet. Placement of fill circumvent this height requirement is prohibited.
- (k) Minimum Lot Size for Cluster Subdivision and Workforce Housing development shall only apply to lots in a subdivision that is approved by the Planning Board under the cluster development provisions.
- (n) The setback from the normal high-water line of a great pond is 100 feet, except for these lots where the setback is 75 feet, indicated below.

**Map-Lot IDs for 75 ft. setback**

**Map-Lot IDs for 100 ft.**

**setback Long Pond & Echo Lake:**

All Lots

**Little Round Pond:**

012-018  
012-019  
012-019-001

**Little Round Pond:**

012-015-001  
012-020

**Round Pond:**

011-120  
011-122

**Round Pond:**

011-90  
011-118

011-123  
011-124  
012-013

011-119

**Little Echo Lake:**

009-098  
009-099  
009-100  
009-101  
009-102

**Little Echo Lake:**

009-107  
009-120-010  
009-120-010-001  
009-120-011  
009-097  
009-107-003

(Added November 16, 2009)  
(Amended May 3, 2011)  
(Amended May 8, 2018)

(o) Setback from property lines in Village Commercial:

New or newly renovated structures on the following lots and any future subdivision of said lots may have a -0- foot side-setback if constructed in accordance with the current editions of the NFPA 101 Life Safety Codes & NFPA 5000 Building Construction and Safety Code, Maine State adopted codes, except on the side where affected lots abut structures whose primary use is residential. Rear setbacks are unaffected.

Tax Map 024: Lots 063-002, 073 through 081, 081-001, 082 through 086, 088 through 090, 102, 104, 106 through 108, & 109-003/109-004 Tax Map 026: Lots 004-001, 004-002, 008-002, & 057 through 063. (Added May 3, 2011)

Tax Map 024: Lots 064 through 072. (Added May 8, 2018)

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

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**SECTION 6 STANDARDS FOR USES, PERMITS AND APPROVALS**

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

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### **Section 6B.21. Hotels and Motels**

1. The application for approval shall include a site plan drawing. This plan must be legible and drawn to scale. The site plan shall include, at a minimum, all of the following:
  - a. Property lines, required setbacks, and other site features
  - b. Boundaries of all contiguous property under the total or partial control of the owner or applicant regardless of whether all or part is being developed at this time.
  - c. The location, dimensions and ground floor elevations of all existing and proposed structures on site.
  - d. The location and dimensions of existing and proposed driveways, parking and loading areas, walkways, and sidewalks, on or adjacent to the site.
  - e. The location of intersecting roads or driveways within 200 feet of the site
  - f. Proposed landscaping and buffering
  - g. Name, address, and the phone number of the property owner.
  - h. Street address and municipal tax map and lot number.
  - i. North arrow and drawing scale.
2. Adequate off-street parking shall be provided for all uses on the property. At a minimum there shall be no less than .75 parking spaces for each hotel room.
3. On each lot, only one accessory dwelling unit may be provided for resident staff person(s), which will not be considered as a dwelling unit for the purposes of this Ordinance.

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### **SECTION 8 DEFINITIONS**

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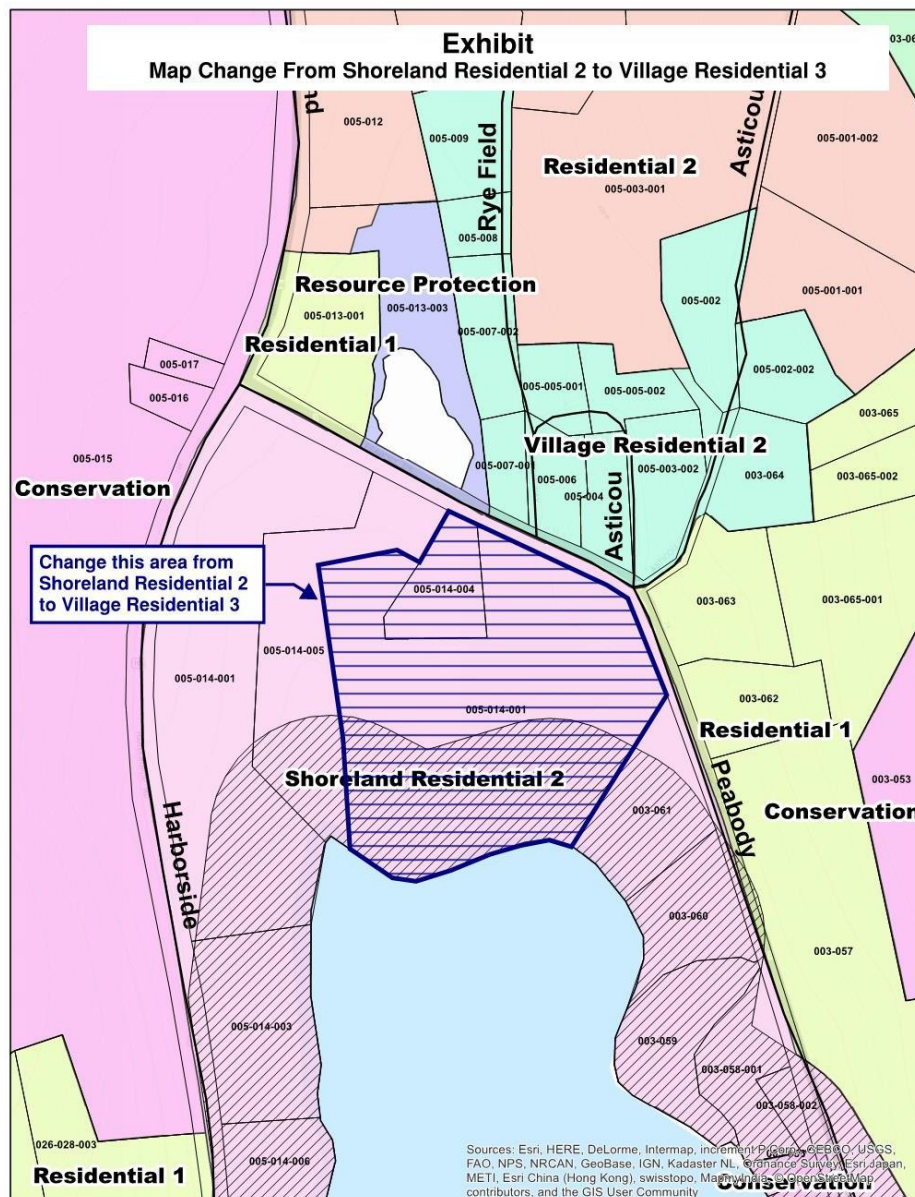
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**MOTEL (HOTEL):** A building or group of buildings which contains rooms intended or designed to be used or which are used, rented, or hired out to be occupied, or which are occupied for sleeping purposes by the guests, and where only a general kitchen and dining room are provided within the building or accessory building. A unit within a motel which has any food preparation, storage, eating or kitchen

facilities shall be construed as a dwelling unit and shall be governed as such.

**MOTEL (HOTEL):** A facility offering transient lodging accommodations to the general public and which may include additional facilities and services, such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities.

**TRANSIENT:** A person visiting the community and staying at a place that does not constitute his or her permanent residence or usual dwelling unit. The term “transient” shall not include seasonal workers who are staying at a place while employed in the area.



## Appendix D

### LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of the \_\_\_ day of \_\_\_\_\_, 2020 (the "Commencement Date"), by and between **SEAL HARBOR FISHERMEN'S ASSOCIATION**, a Maine cooperative corporation with a mailing address of c/o Tom Grindle, PO Box 113, Seal Harbor, ME 04675-0113 ("Lessee"), and the **INHABITANTS OF THE TOWN OF MOUNT DESERT**, a body corporate and politic with a mailing address of P.O. Box 248, Northeast Harbor, ME 04662 ("Lessor").

**1. PROPERTY.** The Lessor hereby leases to the Lessee the land and building located at 26 Dodge Point Road, Seal Harbor, Hancock County, Maine, locally referred to as the "Bait House" and "Seal Harbor Bait House" (the "Property").

**2. TERM.** The term of this Lease shall be five (5) years beginning on the Commencement Date. On the last day of the term or the earlier termination of this Lease as provided herein, the Lessee shall peaceably and quietly surrender the Property to the Lessor, in as good condition and repair as at the Commencement Date, in broom-clean condition, normal wear and tear thereof excepted. The Lessee shall have removed all signage, trade fixtures and any other alterations, renovations and improvements, except fixtures which shall automatically become the property of the Lessor without payment or other reimbursement therefor.

**3. RENT.** During the term, the Lessee shall pay rent in annual installments in the amount of One Dollar (\$1.00), in advance, beginning on the Commencement Date and thereafter on each one-year anniversary thereof.

**4. TAXES; UTILITIES.** During the term, the Lessee shall pay when due any personal property taxes assessed against its personal property at the Property. During the term, the Lessee covenants and agrees to be responsible for and pay when due the full cost of all utilities and services of any kind whatsoever provided to or utilized at the Property, including heat.

**5. INSURANCE.** During the term, the Lessee shall maintain the following types of insurance: (a) commercial general liability insurance against claims for personal injury and damage to property with a minimum limit of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate as applicable for bodily injury, personal injury or property damage; and (b) workers' compensation, longshore, Jones Act, or similar insurance to the extent required by law. The policies will name the Lessor as an additional insured and be written with a company or companies reasonably acceptable to the

Lessor. Lessee will deliver to Lessor the foregoing policies or certificates thereof by the Commencement Date. Lessee will deliver to Lessor evidence of all renewals or replacements of same not less than ten (10) days prior to the expiration date of such policies. Lessee will have sole responsibility for the building contents, including but not limited to all personal property, inventory, furnishings, and equipment, whether belonging to Lessee or Lessor.

Lessor and Lessee hereby each release the other party and anyone claiming through or under the other party by way of subrogation or otherwise from any and all liability for any loss or damage to property, whether caused by the negligence or fault of the other party. In addition, Lessor and Lessee shall cause each insurance policy carried by them insuring the Leased Premises, land or contents thereof, to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.

**6. LIMITED PURPOSE.** During the term, the Lessee shall utilize the Property solely for the storage of bait. The Lessee covenants and agrees that it will promptly remove and dispose of any putrefied or otherwise unusable bait at Lessee's sole expense.

**7. REPAIR AND MAINTENANCE.** The Property, all structures thereon and appurtenant mechanical systems, are being leased to the Lessee in their "AS IS" condition with no express or implied representations and warranties as to physical condition, quality or construction, workmanship, or fitness for any particular purpose and the existence of any hazardous materials or conditions. The Lessee covenants and agrees that it will keep in good condition and repair the entirety of the Property, including but not limited to the following: foundation, structure and exterior walls of the building, the heating plant and hot water system, air conditioning units (if any), plumbing system and electrical system, the landscaping, snow plowing and de-icing, parking area and all other portions of the Property. The Lessee covenants and agrees that it will keep neat and clean the interior of the Property and any and all alterations or improvements made by the Lessee. Further, the Lessee shall also be responsible for all repairs required as a result of the negligent or willful acts of the Lessee or its employees, contractors, subcontractors, licensees, agents, servants, customers or invitees. No outside storage of any kind is permitted on the Property.

**8. HAZARDOUS MATERIALS.** Any Hazardous Materials permitted on the Property, and all containers therefor, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to any such Hazardous Materials. The Lessee will in no event permit or cause any disposal of Hazardous Materials in or about the Property and in particular will not deposit any Hazardous Materials in or about the floor or any drainage system or trash containers at the Property. The Lessee shall give immediate notice to the Lessor of any violation or potential violation of the

provisions of this Article and will at all reasonable and proper times permit the Lessor or its agents to enter the Property to inspect the same for compliance with this section. The term "Hazardous Materials" in this Lease means all petroleum products, asbestos, and all other toxic, dangerous, or hazardous chemicals, materials, substances, pollutants, and wastes, and any chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local authority that even if not so prohibited, limited, or regulated, pose a hazard to the health and safety of the occupants or owners of property near the Property.

**9. DEFAULT; REMEDIES.** The Lessee shall be in default upon the occurrence of any one or more of the following events: (a) it fails to pay the rent or any other charges payable hereunder or fails to maintain insurance required hereunder; (b) it fails to perform or comply with any of the other material covenants, terms, provisions, or conditions of this Lease and such failure continues for a period of thirty (30) days after written notice thereof has been delivered by the Lessor, except the Lessor, in its sole discretion, may extend said period if such failure cannot be cured with the exercise of all due diligence within said period; (c) the estate hereby created is taken upon execution or by other process of law; (d) any assignment is made of the Property for the benefit of creditors, or a receiver, guardian, conservator, trustee in involuntary bankruptcy, or other similar officer is appointed to take charge of all or any substantial part of the Lessee's property by a court of competent jurisdiction, and such appointment is not promptly dismissed; or (e) the Lessee institutes, or there are instituted against the Lessee, bankruptcy or insolvency proceedings of any nature and such proceedings are not dismissed within sixty (60) days. If the Lessee is in default, notwithstanding any license of any former default or consent thereto or any waiver of these rights in a former instance, the Lessor may, immediately or at any time thereafter, without demand or notice, terminate this Lease, institute proceedings to evict the Lessee, and pursue any other remedies available to the Lessor at law or in equity. Waiver of any breach of any covenant or duty under this Lease is not a waiver of a breach of any other covenant or duty, or of any subsequent breach of the same covenant or duty.

**10. MISCELLANEOUS PROVISIONS.**

a. The Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the Property during the term without hindrance or ejection by any person whomsoever.

b. The Lessee shall not assign this Lease or sublet the Property to another party without the express written approval of the Lessor.

c. All of the terms and provisions of this Lease shall be binding

upon and shall inure to the benefit of the successors and assigns of the parties.

d. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements or negotiations between the parties. This Lease may be amended only by an agreement in writing which is signed by both parties.

e. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The Lessee's use of the Property shall at all times be in compliance with all applicable governmental statutes, ordinances and regulations.

f. If any term or provision of this Lease or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, then the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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

h. Nothing in this Lease shall be deemed to waive, impair or modify any immunity from suit or judgment, including statutory limitations on damages, that may exist with respect to the Lessor or the Lessor's municipal officers, under the Maine Tort Claims Act, 14 M.R.S. §8101 *et seq.*, as may be amended or replaced, or other provisions of law.

i. Lessee shall not do or suffer anything to be done whereby the Property may be encumbered by any mechanic's liens, and shall, whenever and as often as any mechanic's lien is filed against the said land purporting to be for labor or material furnished or to be furnished to the Lessee, discharge the same of record within ten (10) days after the date of filing. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Lessee upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Lessor in and to the land of which the Property are a part.

j. All notices permitted or required to be given under this Lease shall be in writing and shall be deemed to have been validly given and received three (3) business days after deposit in the United States mail by certified mail, return receipt requested, addressed to the parties at the respective addresses listed above. Either party may change its address for said notice purposes by giving the other party notice of the new address in the manner described herein.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument as of the day and year first above written.

**SEAL HARBOR FISHERMEN'S ASSOCIATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**INHABITANTS OF THE TOWN OF MOUNT  
DESERT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## Appendix E



## Appendix F

<i>Internal Use Only</i>	
TEDOCS #:	_____
CT#:	_____
CSN#:	_____

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION MUNICIPAL PARTNERSHIP AGREEMENT

**WIN 21930.08**

## REGARDING

## ROUTE 3, MOUNT DESERT

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION ("MaineDOT"), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the **TOWN OF MOUNT DESERT** ("MUNICIPALITY"), a municipality in the State of Maine with offices located at **21 SEA STREET, MOUNT DESERT, ME.**

### WHEREAS,

**MOUNT DESERT** shall perform a **HIGHWAY REHABILITATION** project (the "Project"). The work will consist of full depth pavement reclamation with drainage improvements and HMA overlay on ROUTE 3 from RLM 119.18 to RLM 119.33 (the Work"). **MOUNT DESERT** estimates this project at **\$590,000.00**

### MOUNT DESERT SHALL:

- A. Procure all contracts for and oversee the Project on **ROUTE 3** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. **MOUNT DESERT** also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.

- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:
  - a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
  - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
  - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
  - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
  - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
  - f. Ensuring that the Project meets the most recent standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY SIX (36) months of execution of this agreement. **MOUNT DESERT** may forfeit the unpaid balance of this grant if these deadlines are not met or they can not demonstrate earnest and good faith efforts to meet them.
- H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of **MOUNT DESERT** or its contractors, including damage to vehicles passing through the Project limits.
- I. Bear all risk of loss relating to the Project and the Work regardless of cause.

**MAINEDOT SHALL:**

- A. **Provide a maximum \$295,000.00 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a

minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$2950,000.00** or 50% of the actual costs incurred and paid by the Municipality.

- B. **This project has been approved for Calendar Year 2021.** If the **Municipality** commences construction of the project as outlined above prior to January 1, 2021, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT.

**The TOWN OF MOUNT DESERT** and MaineDOT agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

**TOWN OF MOUNT DESERT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Durlin Lunt**  
**Town Manager**

**STATE OF MAINE  
DEPARTMENT OF  
TRANSPORTATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Bruce Van Note**  
**Commissioner**

**APPENDIX A (Example)**  
**PROJECT SCOPE AND COST SHARING**

**MAINE DEPARTMENT OF  
TRANSPORTATION**

Municipal Partnership Initiative Project

**MUNICIPALITY OF MOUNT DESERT**

PROPOSED IMPROVEMENTS TO:

ROUTE 3

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21930.08

FUNDED CONSTRUCTION YEAR 2021

**Project Scope:** Highway Rehabilitation

**Funding Outline:** The Total Project Estimated Cost is \$590,000.00, and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	\$
Project Costs	50	295,000.00	50	295,000.00	590,000.00
<b>PROJECT SHARES</b>					
Total Cost of Additional Work above agreement estimate	100%				
<b>TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT</b>		<b>\$295,000.00</b>			

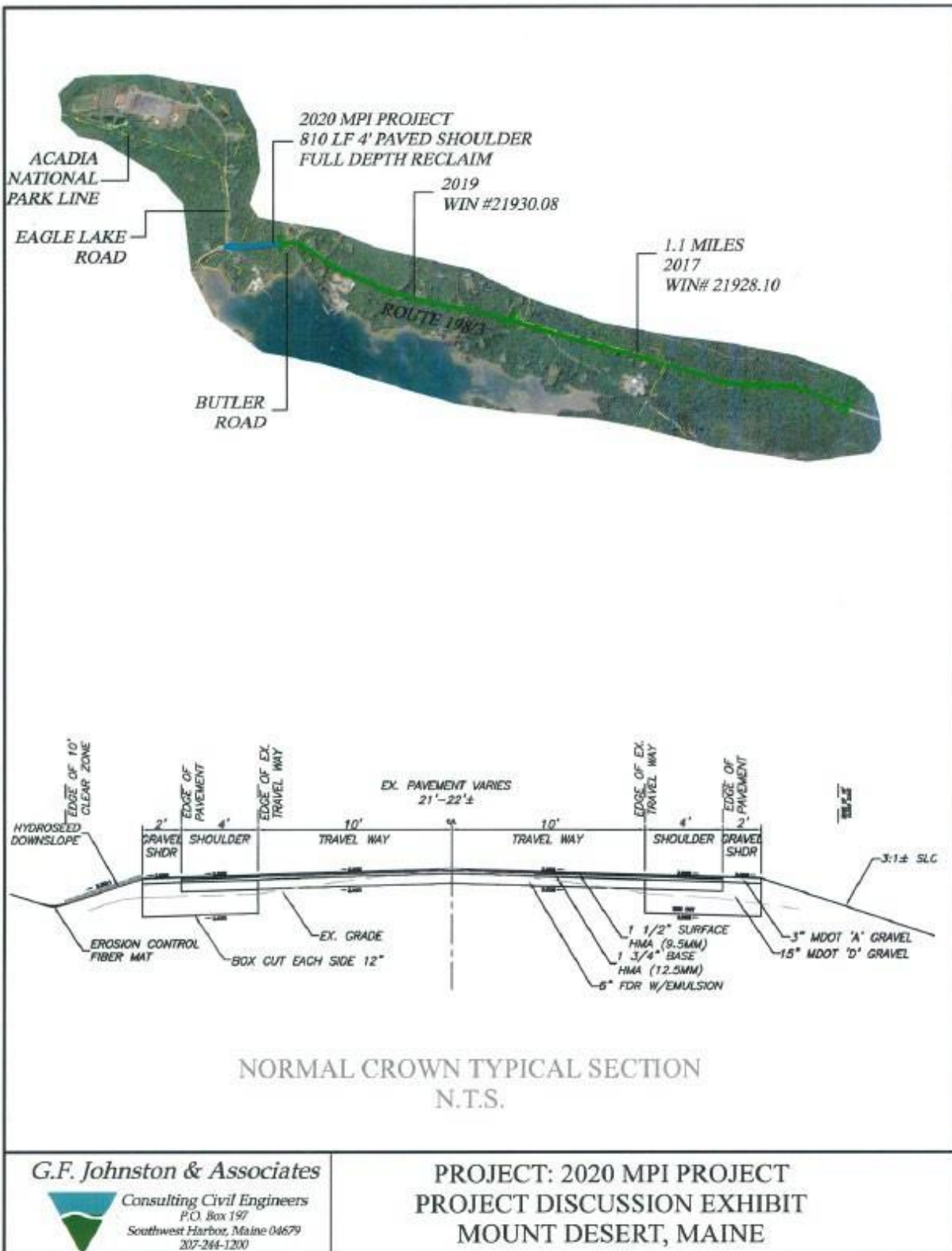
**REIMBURSEMENT SCHEDULE:**

Upon 1/3 project completion, the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

**DESIGN EXCEPTIONS REQUIRED:** YES ☒ NO

Design exceptions were required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

## Appendix G



## Appendix H

### Estimated Tax Rate

#### Appendix Estimated Tax Rate

2020-2021 ESTIMATED TAX RATE				
	Proposed F.Y. 2020-2021	Budget Last Year F.Y. 2019-2020	Increase / (Decrease)	% Change
Municipal Budget (a)	\$10,489,144	\$10,207,499	\$281,645	2.50%
Less Projected Revenues (b)	\$1,698,510	\$1,700,430	(\$1,920)	-0.11%
Net Municipal Budget	\$8,770,634	\$8,507,069	\$263,565	3.01%
Elementary School (c)	\$3,839,490	\$4,001,467	(\$161,977)	-4.22%
High School (d)	\$3,021,192	\$2,921,458	\$99,734	3.30%
Hancock County Tax (e)	\$997,203.66	\$947,341	\$49,863	5.00%
Total Budget	\$18,327,030	\$18,077,765	\$249,265	1.36%
Amount To Be Raised	\$16,628,520	\$16,377,335	\$251,185	1.51%
Estimated Taxable Valuation (f)	\$2,078,815,120	\$2,072,281,620	\$6,533,500	0.31%
Estimated 2018-2019 Tax Rate	\$8.07	\$7.95	\$0.12	1.49%

#### 2020-2021 ESTIMATED TAX RATE / OVERLAY

Est. 2020-2021 Valuation times mill rate of	\$8.07	\$16,719,924	2019-2020 Tax Rate	\$7.95	per \$1,000
2020-2021 amount to be raised		\$16,628,520	2020-2021 Tax Rate	\$8.07	per \$1,000
Estimated Overlay		\$91,404	% Increase In Tax Rate	1.49%	

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	\$415,800
	\$0.30	revenues by some	\$623,600
	\$0.40	combination thereof.	\$831,500
	\$0.50		\$1,039,400
	\$0.60		\$1,247,300
	\$0.70		\$1,455,200
	\$0.80		\$1,663,100
	\$0.90		\$1,870,900
	\$1.00		\$2,078,800

- (a) = Current Version of Budget  
 (b) = 2020-2021 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

## 2020 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

Municipality: MOUNT DESERT, ME    Contact Person\*: KYLE AVILA    Phone Number: (207)276-5531

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

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

Fiscal Year Municipalities – For communities with "fiscal year" budgets, the use of the term 2019 refers to the July 1, 2018 to June 30, 2019 budget year. The use of the term 2020 refers to the July 1, 2019 to June 30, 2020 budget year.

### LAST YEAR'S (2020) MUNICIPAL PROPERTY TAX LEVY LIMIT

This is the portion of 2020 property tax revenue used for municipal services.

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

#### 1. LAST YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT

OR

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

A. Last year's Municipal Appropriations (Line 2, 2020 Municipal Tax Assessment Warrant)	\$10,207,499
B. Last year's Total Deductions (Line 11, 2020 Municipal Tax Assessment Warrant)	\$1,700,430
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.	\$8,507,069

### CALCULATE GROWTH LIMITATION FACTOR

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

2. Total New Taxable Value of lots (splits), buildings, building improvements, and personal property first taxed on April 1, 2019 (or most recent year available)	\$2,757,800
3. Total Taxable Value of Municipality on April 1, 2019 (or most recent year available)	\$2,072,281,620
4. Property Growth Factor (Line 2 divided by Line 3)	0.0013
5. Income Growth Factor (provided by Office of Policy and Management)	0.0289
6. Growth Limitation Factor (Line 4 plus Line 5)	0.0302
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.)	1.0302

## 2020 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

## 2020 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET

### CALCULATE 2019 - 2020 CHANGE IN REVENUE SHARING (previously "NET NEW STATE FUNDS")

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

8. 2019 Municipal Revenue Sharing	\$37,115
9. 2020 Estimated Municipal Revenue Sharing	\$56,227
10. If Line 8 is greater than Line 9, then calculate Line 8 minus Line 9. Enter result at right; skip Line 11.	_____
11. If Line 9 is greater than Line 8, then complete 11A & 11B below.	
A. Multiply Line 8 by Line 7.	\$38,235
B. Calculate Line 9 minus Line 11A. Enter result at right (if result is negative, enter "0".)	\$17,992

### CALCULATE THIS YEAR'S (2021) MUNICIPAL PROPERTY TAX LEVY LIMIT

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

12. Apply Growth Limitation Factor to last year's limit. (Line 1 multiplied by Line 7)	\$8,763,982
13. THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY LIMIT	
If Line 9 is greater than Line 8 (revenue sharing increased), you <u>MUST</u> subtract Line 11B from Line 12. This is <u>required</u> .	
OR If Line 9 is less than Line 8 (revenue sharing decreased), you <u>MAY</u> add Line 10 to Line 12. This is <u>optional</u> .	
- Enter result at right	\$8,745,990

### CALCULATE THIS YEAR'S (2021) MUNICIPAL PROPERTY TAX LEVY

- The information needed for this calculation is on the 2021 Municipal Tax Assessment Warrant. filed in title Valuation Book Use estimates if necessary.

A. This year's Municipal Appropriations (Line 2, 2021 Municipal Tax Assessment Warrant)	\$10,469,144
B. This year's Total Deductions (Line 11, 2021 Municipal Tax Assessment Warrant)	\$1,698,510
C. If necessary, enter any revenue included in Total Deductions that paid for non-municipal appropriations, such as schools. (If all deductions paid for municipal appropriations, enter "0".)	0
14. THIS YEAR'S MUNICIPAL PROPERTY TAX LEVY (Add Lines A and C, and subtract Line B)	\$8,770,634

15. COMPARE this year's MUNICIPAL PROPERTY TAX LEVY to the LIMIT (Line 13 minus Line 14) (\$24,644)  
(if the result is negative, then this year's municipal property tax levy is greater than the limit and a vote must be taken.)

16. Did the municipality vote to EXCEED the limit ONCE or this year? O NO    D YES

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

If "yes", please describe why:

\_\_\_\_\_

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

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

If "yes", please describe why:

\_\_\_\_\_

## 2020 MUNICIPAL PROPERTY TAX LEVY LIMIT WORKSHEET