WARRANT
ANNUAL TOWN MEETING
HARPSWELL, MAINE
MARCH 15, 2014

To Catherine J. Doughty, a resident, of the Town of Harpswell, in the County of Cumberland, State of Maine:

You are hereby required in the name of the State of Maine to notify and warn the inhabitants of the Town of Harpswell qualified to vote in Town affairs to assemble at Harpswell Community School, Route 24, Harpswell, Maine on Saturday the fifteenth day of March, 2014 at 9:00 a.m. of said day, to act on Articles 1 through 3. The business meeting to act on Article 4 and others that follow will begin at 10:00 a.m.

Art. 1 — To choose a Moderator to preside at said meeting.
(POLLS WILL OPEN AS SOON AS ARTICLE ONE HAS BEEN ACTED UPON AND WILL CLOSE AT 5:00 P.M.)

Art. 2 — To choose by secret ballot one Selectman, who shall be an Assessor and Overseer of the Poor, for a three-year term; and two M.S.A.D. # 75 Directors, each for a three-year term.

Art. 3 — To vote by secret ballot on the following Referendum Question:

To see if the Town will vote to raise and appropriate the sum of $128,204 for Curtis Memorial Library in Brunswick. ($123,904 raised and appropriated in 2013)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 4 — Shall an Ordinance entitled "2014 Amendments to the Subdivision Ordinance, Basic Land Use Ordinance, Road Ordinance, and Definitions Addendum regarding Flexible Lot Size Subdivision" be enacted?

[The proposed ordinance is available for review and inspection at the Town Clerk's Office, online at *harpswell.maine.gov* and will also be available at Town Meeting.]

Recommended by Selectmen

Art. 5 — Shall an Ordinance entitled "2014 Amendments to the Definitions Addendum, Basic Land Use Ordinance, Shoreland Zoning Ordinance and Site Plan Review Ordinance to clarify Use of the Terms Impermeable Surface/Area, Impervious Coverage, and Lot Coverage" be enacted?

[The proposed ordinance is attached, available for review and inspection at the Town Clerk's Office, online at *harpswell.maine.gov* and will also be available at Town Meeting.]

Recommended by Selectmen

Art. 6 — To see if the Town will vote to authorize the Board of Selectmen to negotiate the terms of and accept delivery of an easement deed for a dry hydrant fire protection system from David Etnier, on property located off Basin Point Road, a portion of Tax Map 15, Lot 1.

Recommended by Selectmen

Art. 7 — To see if the Town will vote to authorize the Board of Selectmen to negotiate the terms of and accept delivery of an easement deed for a dry hydrant fire protection system from Janet Richards, Gail Federico, Howard Thorburn, Jr., Richard Lilly, and Marion Small, on property located off Allen Point Road, a portion of Tax Map 10, Lot 138.

Recommended by Selectmen

Art. 8 — To see if the Town will vote to authorize the Board of Selectmen to negotiate the terms of and accept delivery of an easement deed for a dry hydrant fire protection system from Scott and Valerie Howard, on property located off High Head Road, a portion of Tax Map 7, Lot 85.

Recommended by Selectmen

Art. 9 — To see if the Town will vote to authorize the Board of Selectmen to execute and deliver an easement deed in substantially the same form as shown on the attached [to the warrant] to Bruce L. Allen and Joanne R. Allen, or their successors or nominees, for a four-foot-wide private underground utility line installation within the Abner Point Road right-of-way on Bailey Island.

Recommended by Selectmen

Art. 10 — To see what sum the Town will vote to raise and appropriate for the elected officials salaries and travel reimbursement as follows, for which Tax Collector and Town Clerk are full-time positions, and when the Selectmen fill a vacancy in any elected position, they are authorized to establish the annual payment, at their discretion, but in no case in an amount less than three-quarters of the amount in this Article:

	2014	2013	2013 Expended
Selectmen (3)	$18,000	$18,000	$18,000
Tax Collector*	40,800	40,823	40,823
Town Clerk**	44,500	42,009	42,009
Treasurer***	0	1,909	1,909
Road Commissioner	15,300	15,000	15,000
Travel Reimbursement	3,100	3,700	1,946
	$121,700	$121,441	$119,687

**The 2013 expenditure reflects combined compensation for outgoing Tax Collector and incoming Tax Collector.*
***Town Clerk is also Registrar of Voters and receives $2,343 which is budgeted in Article 11.*
****The Treasurer is no longer elected; see Article 16 for the Treasurer's Office budget.*

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 11 — To see if the Town will vote to raise and appropriate the sum of $365,426 for General Administration.

	2014	2013	2013 Expended
Administration Salary & Wages	$175,503	$185,919	$175,550
Computers & Computer Services Agreements	32,400	37,040	33,081
Audit	14,000	13,260	13,600
Other	37,801	33,301	31,503
Public Information	9,000	9,000	9,127
Legal	40,000	35,000	33,671
Risk Management/Insurance	56,722	60,111	51,919
	$365,426	$373,631	$348,451

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 12 — To see if the Town will vote to raise and appropriate the sum of $16,037 for memberships as follows:

	2014	2013	2013 Expended
Maine Municipal Association	$8,402	$8,228	$8,228
Midcoast Council of Governments	7,110	7,110	7,110
Southern Midcoast Chamber of Commerce	500	500	500
Harpswell Business Association	25	25	25
	$16,037	$15,863	$15,863

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 13 — To see if the Town will vote to raise and appropriate the sum of $74,723 for the Assessing Office. ($78,946 raised and appropriated in 2013 for assessing including $4,000 for aerial mapping; $70,164 expended for assessing and $4,000 expended for aerial mapping)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 14 — To see if the Town will vote to raise and appropriate the sum of $29,550 for the Tax Collector's Office. ($29,400 raised and appropriated in 2013; $26,438 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 15 — To see if the Town will vote to raise and appropriate the sum of $55,456 for the Town Clerk's Office. ($52,452 raised and appropriated in 2013; $46,709 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 16 — To see if the Town will vote to raise and appropriate the sum of $23,250 for the Treasurer's Office. ($21,950 raised and appropriated for the Treasurer's Office in 2013; $17,426 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 17 — To see if the Town will vote to raise and appropriate the sum of $116,283 for the Code Enforcement Office. ($108,371 raised and appropriated in 2013; $108,198 expended)

Recommended by Selectmen

Art. 18 — To see if the Town will vote to raise and appropriate the sum of $74,956 for the Planning Office. ($77,352 raised and appropriated in 2013; $72,593 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 19 — To see if the Town will vote to raise and appropriate the sum of $327,368 for Operations and Personnel at the Recycling Center & Transfer Station. ($345,706 raised and appropriated in 2013; $316,216 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 20 — To see if the Town will vote to raise and appropriate the sum of $25,707 for Animal Control to include $6,287 for the Coastal Humane Society. ($25,412 raised and appropriated in 2013 for Animal Control including $6,287 for the Coastal Humane Society; $23,880 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 21 — To see if the Town will vote to raise and appropriate the sum of $42,249 for Harbor Management. ($42,216 raised and appropriated in 2013; $40,410 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 22 — To see if the Town will vote to raise and appropriate the sum of $28,336 for the Recreation Department. ($26,975 raised and appropriated in 2013; $26,471 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 23 — To see if the Town will vote to raise and appropriate the sum of $12,000 for a wage and salary consultant.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 24 — To see if the Town will vote to raise and appropriate $11,350 for Recreation Programs and $3,500 for maintenance of Trufant-Summerton Field, and authorize the Board of Selectmen to appropriate revenue generated by recreation programs for recreational purposes and revenue generated by advertising for operating expenses and capital improvement of Trufant-Summerton Field. ($10,850 raised and appropriated in 2013)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 25 — To see if the Town will vote to raise and appropriate the sum of $324,319 for Employee Benefits.

	2014	2013	2013 Expended
Health Insurance	$211,911	$204,712	$200,309
Social Sec/Medicare	61,662	59,798	60,584
Retirement	47,146	49,362	40,532
Disability	3,600	3,300	2,406
	$324,319	$317,172	$303,831

Note: Elected Officials may participate in the health plan pursuant to terms of the Town's personnel policy.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 26 — To see if the Town will vote to raise and appropriate the sum of $4,685 for Boards and Committees. ($6,431 raised and appropriated in 2013; $5,392 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 27 — To see if the Town will vote to raise and appropriate the sum of $113,300 for the maintenance and operations of Town facilities, properties and vehicles. ($108,550 raised and appropriated in 2013; $107,109 expended)

	2014	2013	2013 Expended
Buildings, property & vehicles	$69,950	$66,750	$67,503
EMS Garage	8,000	8,000	0
Old Town House & Commons	6,000	7,500	4,047
Town Dock	4,850	13,550	10,652
Town Landings	24,500	13,250	14,814
Devil's Back	0	7,500	10,093
	$113,300	$116,550	$107,109

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 28 — To see if the Town will vote to raise and appropriate the sum of $7,000 for the maintenance and repair of cemeteries and graves in accordance with State law. ($7,000 raised and appropriated in 2013; $5,600 expended in 2013)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 29 — To see if the Town will vote to raise and appropriate the sum of $15,000 for updating the playground at Harpswell Community School.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 30 — To see if the Town will vote to raise and appropriate the sum of $10,000 for the maintenance and operation of the former West Harpswell School.

	2014	2013	2013 Expended
Heat	$ 0	$11,000	$10,048
Maint./Grounds/Supplies	8,000	15,000	10,949
Electricity	0	4,000	2,920
Testing/Inspections	0	3,500	3,366
Building Management	2,000	6,500	3,317
	$10,000	$40,000	$30,600

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 31 — To see if the Town will vote to raise and appropriate the sum of $41,100 for Mitchell Field.

	2014	2013	2013 Expended
Building Demolition	$25,000	$ 0	$ 0
Water Tower Condition Report	2,500	0	0
Mowing/Repairs/Signage	11,400	9,400	7,632
Fencing	0	3,000	1,450
Electricity	1,000	1,200	873
Portable Toilets	1,200	1,200	1,189
	$41,100	$14,800	$13,066

Recommended by Selectmen

Art. 32 — To see if the Town will vote to raise and appropriate the sum of $472,966 for snow removal, road maintenance and road/street signs.

	2014	2013	2013 Expended
Snow Removal	$410,466	$403,756	$383,066
Road Maintenance	60,000	90,000	52,711
Road/Street Signs	2,500	2,000	1,809
	$472,966	$495,756	$437,586

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 33 — To see if the Town will vote to authorize the issuance of up to $600,000 in general obligation bonds or notes for the capital improvement of roads, including, without limitation, drainage improvements, utility relocations, engineering, survey and other related costs, all as determined to be appropriate by the Board of Selectmen, with the dates, maturities, denominations, interest rate(s) and other details of the bonds or notes to be determined by the Board of Selectmen.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Total estimated debt service of this bond issue is $666,700 of which principal is $600,000 and estimated interest at 1.75% over 10 years is $66,700.

FINANCIAL STATEMENT FOR ARTICLE 33 – TOWN OF HARPSWELL

The issuance of bonds by the Town of Harpswell (the "Town") is one of the ways in which the Town borrows money for certain purposes. The following is a summary of the bonded indebtedness of the Town as of the date of this Town Meeting:

* Bonds Now Outstanding and Unpaid	$ 2,875,002
* Interest to be Repaid on Outstanding Bonds	$ 276,950
* Total to be Repaid on Bonds Issued	$ 3,151,952
* Additional Bonds Authorized But Not Yet Issued	$ 270,000
* Potential New Interest on Bonds Not Yet Issued	$ 30,017
* Total Additional Bonds (now proposed) to be Issued if Approved by Voters	$ 600,000
*Estimate of Potential New Interest on Such Additional Bond	$ 66,700
* Total Additional Bonds To Be Issued and Estimated Interest if Approved by Voters	$ 666,700

When money is borrowed by issuing bonds, the Town must repay not only the principal amount of the bonds but also interest on the bonds. The amount of interest to be paid will vary depending upon the rate of interest and the years to maturity at the time of issue. The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the estimates made of the costs involved, including varying interest rates, the estimated cost of interest on the bond amount to be issued, and the total cost of principal and interest to be paid at maturity.

Marguerite Kelly

Marguerite Kelly, Town Treasurer

Art. 34 — To see if the Town will vote to raise and appropriate $3,500 for emergency medical services planning assistance.

Recommended by Selectmen

Art. 35 — To see if the Town will vote to raise and appropriate the sum of $238,920 to continue round-the-clock, 24/7 dedicated paramedic coverage and related administrative support services provided by Mid Coast Health Services. ($123,000 raised and appropriated in 2013; $123,000 expended).

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 36 — To see if the Town will vote to raise and appropriate the sum of $180,000 for the operating and capital expenses of three fire and rescue providers as follows:

	2014	2013	2013 Expended
Harpswell Neck Fire and Rescue	$60,000	$60,000	$60,000
Orr's-Bailey Island Fire and Rescue	60,000	60,000	60,000
Cundy's Harbor Volunteer Fire	60,000	70,000	70,000
	$180,000	$190,000	$190,000

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 37 — To see if the Town will vote to raise and appropriate the sum of $16,090 for other Emergency Services and Management.

	2014	2013	2013 expended
Back-up ALS, Phone & Central Communications	$2,840	$3,840	$ 807
Fire Warden	2,200	2,000	1,700
Emergency Management	8,550	3,550	3,372
Dry Hydrant Operations	2,500	2,500	0
	$16,090	$11,890	$5,879

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 38 — To see if the Town will vote to raise and appropriate the sum of $5,000 for professional services related to monitoring and analysis of Federal Emergency Management Agency (FEMA) flood insurance rate maps for the Town of Harpswell. ($7,785 expended in 2013, $4,256 of which was from contingency)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 39 — To see if the Town will vote to raise and appropriate the sum of $23,000 for Street Lighting. ($22,500 raised and appropriated in 2013; $22,213 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 40 — To see if the Town will vote to raise and appropriate the sum of $29,625 for communication services with Cumberland County and authorize the Board of Selectmen to enter into a service agreement, up to three years in length, with Cumberland County on such terms and conditions deemed by the Board of Selectmen to be in the best interests of the Town. ($30,735 raised and appropriated in 2013; $30,735 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 41 — To see if the Town will vote to raise and appropriate the sum of $324,415 and appropriate $35,630 from the Vehicle/Vehicle Equipment Replacement Account for Law Enforcement services, to include the replacement of a vehicle, with Cumberland County. ($321,900 raised and appropriated in 2013 and $34,630 appropriated from the vehicle reserve; $321,900 expended and $8,658 committed)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 42 — To see if the Town will vote to raise and appropriate the sum of $185,226 for Marine Wardens and Shellfish Conservation related services with Cumberland County. ($186,580 was raised and appropriated in 2013; $186,580 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 43 — To see if the Town will vote to raise and appropriate the sum of $30,000 to contract for management and oversight of Marine Resources and Shellfish Conservation activities.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 44 — To see if the Town will vote to raise and appropriate the sum of $20,000 for boat operations and shellfish conservation related activities.

	2014	2013	2013 Expended
Boat operations (Marine Patrol)	$6,000	$6,000	$1,250
Shellfish conservation activities	14,000	6,000	3,549
	$20,000	$12,000	$4,799

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 45 — To see if the Town will vote to raise and appropriate the sum of $34,880 for General Assistance and Health & Welfare Agencies as follows:

	2014	2013	2013 Expended
General Assistance	$18,000	$18,000	$15,006
Independence Association	1,500	1,500	1,500
Midcoast Maine Community Action	730	730	730
Coastal Transportation	1,200	1,200	1,200
People Plus	1,500	1,500	1,500
Spectrum Generations	1,500	1,500	1,500
Family Crisis Shelter	500	500	500
Sexual Assault Response	250	250	250
Tedford Shelter	1,000	1,000	1,000
Big Brothers/Big Sisters	500	500	500
Respite	1,500	1,500	1,500
Midcoast Hunger Prevention	3,000	3,000	3,000
American Red Cross	1,250	1,250	1,250
Day One	250	250	250
Oasis Health Network	1,200	1,200	1,200
Habitat for Humanity	500	500	500
Family Focus	500	0	0
	$34,880	$34,380	$31,386

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 46 — To see if the Town will vote to raise and appropriate the sum of $36,311 for Cultural purposes as follows:

	2014	2013	2013 Expended
Orr's Island Library	$13,000	$13,000	$13,000
Cundy's Harbor Library	13,800	13,800	13,800
Harpswell Historical Society	3,000	3,000	3,000
Pejepscot Historical Society	500	500	500
Memorial Observances	1,600	1,600	1,413
Bailey Island Library Hall	2,411	2,403	2,403
Five River Arts Alliance	500	500	500
Ash Point Library	1,500	1,500	1,500
	$36,311	$36,303	$36,116

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 47 — To see if the Town will vote to raise and appropriate the sum of $3,000 for the Harpswell Business Association, a Maine non-profit corporation.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 48 — To see if the Town will vote to raise and appropriate the sum of $800 for the Harpswell Neck Physical Education Association, a Maine non-profit corporation.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 49 — To see if the Town will vote to raise and appropriate the sum of $63,750 for Harpswell Community Broadcasting. ($55,000 raised and appropriated in 2013; $55,000 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 50 — To see if the Town will vote to authorize the Board of Selectmen to accept a $6,000 grant from Comcast pursuant to the terms of the Town's cable television franchise agreement and to appropriate the same for a principal payment on a lease-purchase agreement pursuant to which equipment, related to the public, educational and governmental needs of community broadcasting, acquired by the Town. ($6,000 accepted and expended in 2013)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 51 — To see if the Town will vote to raise and appropriate the sum of $6,400 for a warranty on equipment, acquired by the Town in a lease-purchase agreement, related to the public, educational and governmental needs of community broadcasting. ($6,400 raised and appropriated in 2013; $6,390 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 52 — To see if the Town will vote to raise and appropriate the sum of $10,000 for the Harpswell Heating Assistance Program reserve account to continue to provide heating assistance to Harpswell residents pursuant to existing program requirements as well as start to provide home energy efficiency improvements for Harpswell homeowners, such latter program requirements to be determined by the Board of Selectmen after notice and hearing. ($12,000 raised and appropriated in 2013; $19,251 expended; $31,356 carried forward including donations of $13,971)

Recommended by Selectmen
Recommended Budget Advisory Committee

Art. 53 — To see if the Town will vote to raise and appropriate the sum of $125,000 for capital reserve accounts as follows:

	2014	2013	2013 Expended
Boat & Motor Replacement	$10,000	$10,000	$ 0
Recycling/Transfer Station	30,000	30,000	32,356
Vehicle & Vehicle Equip. Replacement	65,000	45,000	41,985
Office Equipment	5,000	5,000	0
Emergency Communications Equipment	5,000	5,000	0
Dry Hydrant	10,000	0	12,810
	$125,000	$95,000	$87,151

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 54 — To see if the Town will vote to raise the sum of $10,000 for the Land Acquisition Fund reserve account and to rename such reserve account the Land Acquisition and Town Property Improvement Fund.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 55 — To see if the Town will vote to raise and appropriate the sum of $5,500 for the Pott's Point Town Dock System reserve account to replace a float, including the use of such funds as the Town's share to match grants for this purpose.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 56 — To see if the Town will vote to raise and appropriate the sum of $5,000 for the Conservation Fund reserve account for studies to support the potential conservation of land for public use. ($10,572 expended in 2013; $5,572 of which was from contingency)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 57 — To see if the Town will vote to raise and appropriate the sum of $2,500 for the Self-Insurance reserve account. ($511 was expended in 2013)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 58 — To see if the Town will authorize the Board of Selectmen to appropriate $2,500 of assigned fund balance for an appraisal of the Hildreth Road tax acquired property.

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 59 — To see if the Town will vote to raise and appropriate the sum of $150,000 for the purchase of emergency services vehicles, as determined by the Board of Selectmen, such vehicles to be owned by the Town, and leased to the local Fire Departments that have an Emergency Services Agreement with the Town on such lease terms and conditions as the Board of Selectmen deems to be in the best interests of the Town, with such funds to be held in the Emergency Vehicle Capital Account (an interest-bearing dedicated reserve account) until vehicle purchase. ($150,000 raised and appropriated in 2013; $281,744 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 60 — To see if the Town will vote to raise and appropriate the sum of $505,000 for debt service including interest on a tax anticipation note and interest on an equipment lease-purchase agreement for community broadcasting. ($395,000 raised and appropriated in 2013; $393,366 expended)

Recommended by Selectmen
Recommended by Budget Advisory Committee

Art. 61 — To see if the Town will vote to authorize the Board of Selectmen to accept a $5,400 grant from Comcast pursuant to the terms of the Town's cable television franchise agreement and to appropriate the same as a pro-rata reimbursement to the Town, Harpswell Community Broadcasting Corporation and the three local Fire Departments for internet and cable television costs incurred by the same. ($6,003 expended in 2013)

Recommended by Selectmen

Art. 62 — To see if the Town will vote to authorize the Board of Selectmen to carry over, and assign fund balance accordingly, to the 2015 fiscal year any appropriated but unexpended funds at 2014 fiscal year end, provided that the funds are used for the same purpose as originally appropriated.

Recommended by Selectmen

The Moderator may entertain a motion to approve Articles 63-69 as recommended by Selectmen unless a vote requests a specific article be set aside for individual consideration.

Art. 63 — To see if the Town will vote to fix the date of September 15, 2014 as the date when the first one-half of taxes shall be due and payable, with interest on the first installment to start after that date, and the date of December 15, 2014 as the date when the second one-half of taxes are due and payable, with interest on the second installment to start after that date, and to see if the Town will vote to charge a 6% rate of interest on unpaid taxes.

Recommended by Selectmen

Art. 64 — To see if the Town will vote to authorize the Tax Collector to accept prepayment of taxes not yet committed, as a service to our taxpayers. Any excess prepaid in over the amount finally committed shall be repaid without interest. (36 M.R.S.A. § 506). (Excess payment of $10.00 or less may be credited to 2014 taxes).

Recommended by Selectmen

Art. 65 — To see if the Town will vote to set the interest rate to be paid by the Town on abated taxes at 6% for the period of assessment and to authorize such interest paid or abatements granted to be appropriated from overlay funds or, if necessary, from unassigned fund balance.

Recommended by Selectmen

Art. 66 — To see if the Town will vote to authorize and direct the Board of Selectmen, at its discretion, to sell by sealed bid or public auction and to convey by quit-claim deed any real estate acquired from tax sources by the Town, or to convey the property to the prior owner upon payment in full of all taxes, interest and charges incurred by the Town. The Board of Selectmen reserves the right to reject any and all bids.

Recommended by Selectmen

Art. 67 — To see if the Town will vote to authorize the Board of Selectmen to apply for State, federal (including Community Development Block Grants) and other grants on the Town's behalf for purposes deemed by the Selectmen to be in the best interests of the Town; to accept such grants, including, when necessary, signing contract and related documents and accepting conditions of approval; and to expend such grant funds for any purpose for which the Town has appropriated funds.

Recommended by Selectmen

Art. 68 — To see if the Town will vote to authorize the Board of Selectmen to spend an amount not to exceed 3/12 of the budgeted amount in each budget category of the 2014 budget from January 1, 2015 to the 2015 Annual Town Meeting.

Recommended by Selectmen

Art. 69 — To see if the Town will vote to authorize the Board of Selectmen to sell by public bid or other competitive process any and all personal property deemed excess by the Board of Selectmen pursuant to such restrictions as the Board of Selectmen may impose.

Recommended by Selectmen

Art. 70 — To see if the Town will vote to authorize the Board of Selectmen to appropriate amounts not to exceed $90,000 from Municipal Revenue Sharing, $1,502,000 from non-property tax revenue sources, and $392,000 of unassigned fund balance to reduce the tax commitment. ($80,000 of Municipal Revenue Sharing, $1,483,000 of non-property tax revenue, and $392,000 of unassigned fund balance appropriated in 2013)

Recommended by Selectmen

Article 71 may be passed over if the levy limit is not exceeded by earlier decisions of the voters.

Art. 71 — **To see if the Town will vote by written ballot to increase the property tax levy limit of $2,454,617 established for Harpswell by State law in the event that the municipal budget approved under the preceding articles will result in a tax commitment that is greater than that property tax levy limit.**

Art. 72 — **To see if the Town will vote to authorize the Board of Selectmen to accept delivery of a public access easement deed, in substantially the same form as shown on Attachment A, as the Board determines to be in the Town's best interests, and agreeing that the Town will be subject to the various affirmative obligations set forth therein, provided that prior to accepting delivery of such public access easement deed, and only after public notice and hearing before the Board, the Board shall have first received:**

(a) **pursuant to Article 12 of the March 9, 2013 Annual Town Meeting, a sufficient easement deed, or deeds, allowing public pedestrian access for recreational purposes from all persons, firms or entities who own or control all properties necessary to get from the public terminus of Robinhood Road to the triangular Robinhood Beach parcel (a portion of Lot 161 on Tax Map 25 shown for illustrative purposes only on Attachment B as the shaded area labeled "Aspatores' Property") (hereinafter the "Robinhood Beach Parcel") including, without limitation, sufficient release(s), or partial release(s), from those holding a security interest, such as a mortgage, therein; and**

(b) **pursuant to Article 12 of the March 9, 2013 Annual Town Meeting, a sufficient easement deed, or deeds, allowing use of the Robinhood Beach Parcel for public recreational purposes from its owners including, without limitation, a release of the restriction that the Robinhood Beach Parcel may only be used for a private dwelling or residence and a release of the right of the owner of the lot or parcel of land currently owned by Joan Lester (Lot 163 on Tax Map 25) to attach an outhaul on the Robinhood Beach Parcel including, without limitation, sufficient release(s), or partial release(s), from those holding a security interest, such as a mortgage, therein; and**

(c) **a sufficient easement deed, or deeds, the acceptance of delivery by the Board of Selectmen of which is authorized without the need for further Town Meeting authority, allowing public access for recreational purposes in Cedar Island for the benefit of the Town, Town residents and their guests and Town non-resident taxpayers and their guests (including bed and breakfast guests and motel guests) on substantially the same terms and conditions as shown on Attachment A from Joan Lester or her successor in interest, as the co-owner of an undivided one-half interest in Cedar Island (Lot 167 on Tax Map 25 and shown for illustrative purposes only as "Cedar Island" on Attachment B), and providing an off-street parking location for the Town's beach monitor on the parcel shown as "(Lester)" on Attachment B.**

(Note: Future Town Meeting(s) will need to appropriate the funds necessary to fulfill the Town's affirmative obligations set forth in the public access easement deed, Attachment A.)

Recommended by Selectmen

The Selectmen hereby give notice that the Registrar of Voters will be available at the Town Office during regular business hours for the entire week preceding said meeting to receive applications of persons claiming the right to vote at said meeting and to make corrections to the list of voters. Registrations will be accepted at the meeting.

Given under our hand this sixth day of March, A.D. 2014.

Elinor Multer

Alison S. Hawkes

Richard A. Daniel

Harpswell Board of Selectmen

ATTACHMENT A
WARRANT ARTICLE 72

EASEMENT DEED

RACHEL P. ASPATORE, TRUSTEE OF THE RACHEL POLLACK ASPATORE TRUST-2006, and **JONATHAN R. ASPATORE, TRUSTEE OF THE JONATHAN REED ASPATORE TRUST-2006**, of Mill Valley, CA 94941 ("Grantors"), for consideration paid, the receipt and sufficiency of which are hereby acknowledged, grant to the **INHABITANTS OF THE TOWN OF HARPSWELL**, with a mailing address of P.O. Box 39, Harpswell, ME 04079, a certain easement, situated in the Town of Harpswell, County of Cumberland and State of Maine, for the benefit of the Inhabitants of the Town of Harpswell ("Town") for access by foot and not by motor vehicles except as expressly provided below, as to Parcel 1 (described below) and for identical access and use for recreational purposes, as described in Section 2 of the terms and conditions below, as to Parcel 2 and the shore, flats, and interest in Cedar Island (as described below), including the right, but not the obligation, to maintain the existing pathway used for access by foot on and to parts of the Easement Area (as defined below), over the following described property:

Parcel 1

Commencing at the southwesterly corner of land now or formerly of Ralph A. Goodwin, et al. described in a deed recorded in Book 9229, Page 77, which point is on the southeasterly side of the Beach Road as laid out in a plan recorded in Plan Book 51, Page 64 (the "McCarty Plan") and is shown on the McCarty Plan with an iron pipe;

Then in a northeasterly direction along the southeasterly boundary of the Beach Road as shown on the McCarty Plan a distance of 339 feet more or less, to the end of the Beach Road and the southwesterly boundary of Parcel 2 described below;

Thence in a southeasterly direction, along an easterly extension of the northerly line at the end of the Beach Road as shown on the McCarty Plan and contiguous with Parcel 2, a distance of 1 foot, more or less, to land now or formerly of Joan Lester as described in a deed recorded in Book 9132, Page 176;

Thence in a southwesterly direction, 113.23 feet, more or less, parallel to and 1 foot away from the southeasterly boundary of the Beach Road, along land now or formerly of Lester;

Then in a southeasterly direction by and along land now or formerly of Lester, a distance of 1 foot;

Then in a southwesterly direction a distance of 224.53 feet more or less, along a line parallel to and 2 feet away from the southeasterly boundary of the Beach Road to the southerly line of the above described parcel now or formerly of Ralph A. Goodwin;

Then in a northwesterly direction along said Goodwin property, a distance of 2 feet to the point of beginning.

Parcel 2

A lot depicted on a plan entitled "Plan of Property on Bailey Island, Harpswell, Maine for Edith E. Goodwin, dated July, 1986," surveyed by William Coombs, recorded in Plan Book 156, Page 49 (the "Goodwin Plan"), with boundaries described on that plan as follows:

Beginning at the Atlantic Ocean, at the boundary of land formerly of Edith E. Goodwin and land formerly of Haley;

Then N 62° 16' 11" W five (5) feet, more or less, to an iron pin set;

Then continuing in a northerly direction on that same course eighty-five (85) feet, more or less, to an iron pin set;

Then S 59° 16' 26" W, a distance of one hundred and twenty-nine (129) feet, more or less, to an iron pin set;

Then N 38° 10' 17" W, to a monument found as shown on the Goodwin Plan a distance of thirteen (13) feet more or less;

Then N 59° 16' 26" E, a distance of two hundred and eighty six and 95/100 (286.95) feet, more or less, to an eye bolt found;

Then on the same course eight (8) feet, more or less, to the Atlantic Ocean;

Then along the shore to the point of beginning.

The foregoing described premises are shown as the northernmost parcel labeled "Edith E. Goodwin" on the Goodwin Plan.

Together with the same easement rights to all the shore, the flats (meaning the area between the mean high water mark and the mean low water mark) and Grantors' undivided one-half interest in Cedar Island adjacent to the said Parcel 2. The said Parcel 1, Parcel 2, and shore, flats and interest in Cedar Island are referred to collectively as the "Easement Area."

Meaning and intending to convey, and hereby conveying, the easement excepted in a deed from Ralph A. Goodwin, III, John E. Goodwin and Nancy G. Ramage, Trustees, Family Trust u\w Edith Goodwin dated April 21, 1989 to Jonathan Aspatore and Rachel Aspatore, dated February 1, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23642, Page 79 and the same easement rights in the additional areas described above. The rights and duties hereunder shall run with the land and shall be binding on the parties, their heirs, personal representatives, successors, and assigns.

To the extent that the Easement Area is subject to a restriction that the premises not be used for any purposes other than a private dwelling or residence that is enforceable by Grantors, Grantors agree not to enforce that restriction against the Town.

The easement is subject to the following terms and conditions: .

1. Easement Area. Parcel 1 of the Easement Area may be marked by Grantors with visual barriers depicting the boundaries of the Easement Area. Leaving the Easement Area to go onto Grantors' remaining property may be considered civil and/or criminal trespass, and the Town shall respond to complaints of trespass on Grantors' remaining property.

2. Use of Easement Area. Use of the Easement Area shall be limited to the Town, Town residents and their guests and Town non-resident taxpayers and their guests (meaning to include bed and breakfast guests and motel guests) for active and passive recreational and recreational related purposes customarily associated with, or conducted upon, beaches, including, without limitation, swimming, sunbathing, walking and typical "beachgoer" uses, subject to the limitations provided herein. The Town shall develop and implement a mechanism to reasonably ensure use of the Easement Area by authorized users only. Grantors do not have the duty of monitoring whether use of the Easement Area is by authorized users or the duty of monitoring compliance with the restrictions governing the use of the Easement Area.

3. Signage. The Town shall erect a sign, at the entrance to Parcel 2 described above (and formerly shown as Tax Map 25, Lot 164 as set forth in the deed recorded in the Cumberland County Registry of Deeds in Book 23642, Page 79) to identify the location of the Easement Area, to identify the within restrictions governing the use of the Easement Area, and to expressly disclaim any liability for accidents, injuries, acts or omissions arising out of the public's use of the Easement Area.

4. Hours. The Easement Area may be used during the daytime one half hour before sunrise until one half hour after sunset. No camping, sleeping or other activity overnight on the Easement Area.

5. No Motor Vehicles. No motor vehicles of any kind shall be allowed on the Easement Area; provided, however, that the Monitor provided for herein may access the Easement Area by motor vehicle for transitory inspection purposes only. Strollers and bicycles are allowed and wheelchairs or similar equipment designed to accommodate disabled individuals are allowed. It is recognized that the Easement Area in Parcel 1 is only one or two feet wide and nothing in this paragraph shall be understood to grant permission to drive upon Grantors' remaining property.

6. No Pets. No dogs or other domestic animals are allowed on the Easement Area except any service dog.

7. Conduct. No rowdy or inappropriate behavior, loud voices, loud music, nude sunbathing or public indecency on the Easement Area. Children under the age of 12 should be under responsible supervision. No mass gathering on the Easement Area. For purposes of this easement deed, mass gathering shall be deemed to mean any gathering with the intent to attract the continued attendance of a group of people for an event or function, including, without limitation, neighborhood parties, weddings, baptisms and memorial or other services/ceremonies.

8. No Improvements. The Town may not construct any improvements to the Easement Area, including but not limited to, buildings, structures, port-a-potties, driftwood shelters, steps, wharfs, docks, floats, boat landings and fireplaces. Temporary sun shelters, sand castles and fairy houses are allowed but only on a temporary use basis over a single day. Grantors shall not construct any improvement to the Easement Area that unreasonably interferes with the Town or its authorized users' use of the Easement Area.

9. No Storage. No storage of equipment for beach recreation/enjoyment or any other use is allowed.

10. Trash. No littering or disposal of trash of any kind shall be allowed. No trash barrels or similar devices shall be allowed.

11. No Fires. No fires or fireworks (consumer or otherwise) at any time on or over the Easement Area.

12. Beach Monitor. From July 1 through Labor Day each year, the Town will employ and/or retain as an independent contractor for financial consideration (in addition to the Cumberland County Sheriff's office), a person or entity to monitor the Easement Area and designated parking area (described below) and to work such hours as determined by the Town; provided, however, that the employee and/or independent contractor ("the Monitor") shall make an on-site inspection of the Easement Area and designated parking area at least daily and also be on call (including nights) and refer such calls to the appropriate authority. The Town may also engage volunteers to assist the Beach Monitor, but any such volunteers shall not fulfill the daily on-site inspection requirement. Notwithstanding anything to the contrary in the foregoing, the Monitor is not required to make an on-site inspection of Cedar Island or the flats that are part of the Easement Area. Such Monitor shall have the authority to enforce the terms and conditions of this easement. In the performance of the Monitor's responsibilities, the Monitor is not permitted to park his/her motor vehicle on Grantors' remaining property.

13. Motor Vehicle Parking. Parking provided by the Town within the Robinhood Road right-of-way to facilitate access to the Easement Area shall only be located in the areas designated as parking and possible parallel parking on the conceptual sketch prepared by Gorrill-Palmer Consulting Engineers, Inc. (showing ± 17 potential spaces) on behalf of the Town in June of 2013, subject to conformity with federal, state and local law. In the event the Monitor or member of the Cumberland County Sheriff's Office encounters a vehicle that violates this condition, the Monitor or Deputy Sheriff shall cause the vehicle to be ticketed, moved to a lawful parking location and/or towed. The Monitor or Deputy Sheriff shall promptly investigate any complaints received about violations of this provision and if a violation is found, shall cause the vehicle to be ticketed, moved to a lawful parking location and/or towed.

14. Beach Access Inquiries. The Town agrees to refrain from advertising or promoting the Easement Area as a public recreational area, but the Town may respond to individual inquiries by reporting the availability of the Easement Area to authorized users and publishing the restrictions governing the use of the Easement Area.

15. Limitation of Liability. Notwithstanding any limited public use of the Easement Area and any insurance coverage therefor, neither Grantors nor the Town assume any obligation to the public to maintain the Easement Area for public use. This Easement or any permission to enter the Easement Area by Grantors or by the Town shall not be construed as an invitation or license, and neither Grantors nor the Town assume any liability to the general public for accidents, injuries, acts or omissions beyond that defined by the standard of care owed by landowners under 14 M.R.S. § 159-A and 14 M.R.S. § 8104-A(2)(A)(3), or successor provisions thereof. Notwithstanding any limited public use of the Easement Area and any insurance coverage thereof, Grantors and the Town do not assume any liability to the general public for accidents, injuries, acts or omissions, and any liability for the same is expressly disclaimed by Grantors and the Town. This Easement does not create in Grantors any duty to keep the Easement Area safe for entry or for use by members of the general public for recreational purposes or to give warning of any hazardous conditions, use, structure or activity on such premises to persons entering for recreational purposes, or to extend any assurance that the premises are safe for any such purposes, or to make any person entering upon the Easement Area an invitee or licensee to whom a duty of care is owed, or to assume responsibility for or incur liability for any injury to person or property caused by any act of any person or any other cause. Grantors and the Town claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under 14 M.R.S. § 159-A, *et seq.*, as amended and any successor provision thereto and under any similar or other law, and under any other applicable provision of law or equity. Nothing herein is intended, or shall be construed, to constitute a waiver (by insurance or otherwise) of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, agents or employees, pursuant to the Maine Tort Claims Act (14 M.R.S.A. § 8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.

16. Dispute Resolution. The Town shall use reasonable efforts to ensure compliance with the terms of the use of the Easement Area. In the event that Grantors believe that the Town is failing to satisfy its obligations hereunder, then, in such event, Grantors will provide the Town with written notice and a reasonable time and opportunity to cure the same, prior to the initiation of any dispute resolution procedure. In the event of any dispute, claim, question, or disagreement arising from or relating to this Easement or the breach thereof, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be submitted to mandatory, non-binding mediation with a neutral agreed upon by the parties within a reasonable time after said written notice. Each party shall bear its own costs and expenses and an equal share of the mediation fee. If the mediation is unsuccessful in resolving the dispute, the dispute shall be assigned to a mutually agreeable arbitrator. Unless the parties agree otherwise, the arbitration shall be held according to the American Arbitration Association Commercial Arbitration Rules, with the goal of providing a simple, speedy and inexpensive dispute resolution procedure. The arbitrator shall have the authority to fashion any injunctive or monetary relief necessary to resolve the dispute. Such authority shall not include termination of the easement except as expressly set forth below. The arbitrator shall have the authority to determine how the costs and expenses of the arbitration shall be allocated between the parties and the arbitrator shall have the authority to award reasonable attorneys' fees. Should the arbitrator make an affirmative finding of repeated failure of the Town in any one year to

enforce the easement terms and conditions, the arbitrator may issue an order imposing liquidated damages of not less than $10,000. Upon issuance of such a decision, the Town, acting by and through its Board of Selectmen, will have the option of either paying the liquidated damages award or, in lieu thereof, to call and hold a special Town Meeting within thirty (30) days of the arbitrator's decision at which the Town Meeting will vote on whether to terminate the easement in lieu of payment of the liquidated damages award. If the Board of Selectmen should elect to pay the liquidated damages award, such payment shall be made within thirty (30) days of the arbitrator's decision. If the Town Meeting should vote to terminate the easement, then such termination shall be accomplished by a release deed conveyed by the Town, acting by and through its Board of Selectmen, the execution and delivery of which are authorized without the need for further Town Meeting authority, to the then-current owner(s) of the Easement Area, who shall be obligated to accept delivery thereof, and the release deed recorded in the Cumberland County Registry of Deeds within thirty (30) days of the Town Meeting. In the event that Town Meeting does not vote to terminate the easement, then the Town shall make payment of the amount awarded by the arbitrator within thirty (30) days of the Town Meeting.

DATED: _____, 2014

RACHEL POLLACK ASPATORE TRUST - 2006

_____
Rachel P. Aspatore, Trustee

JONATHAN REED ASPATORE TRUST - 2006

_____
Jonathan R. Aspatore, Trustee

State of California
County of Marin

On _____ before me, _____
(insert name and title of the officer)

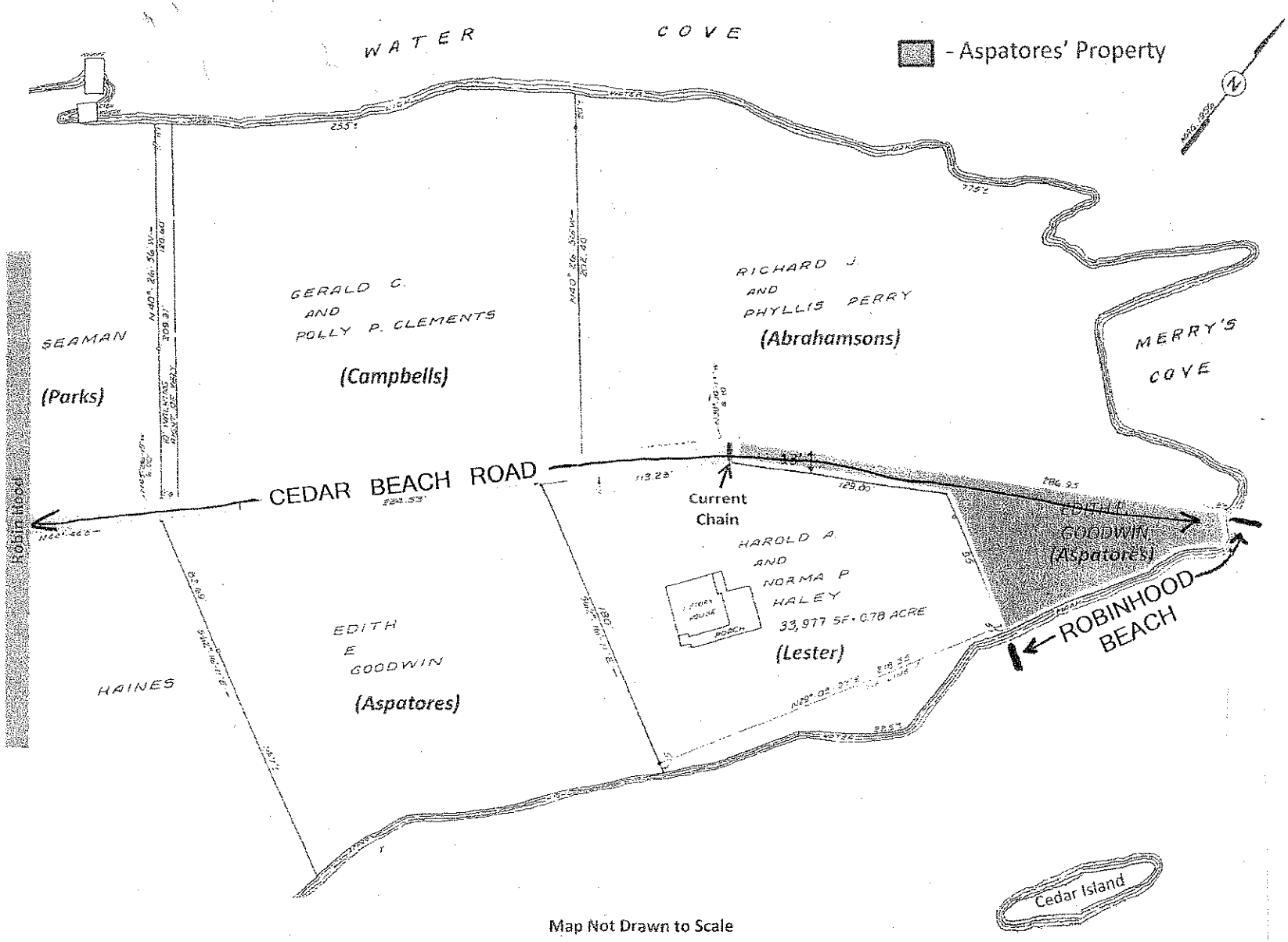
personally appeared Rachel P. Aspatore, Trustee of the Rachel Pollack Aspatore Trust -2006, and Jonathan R. Aspatore, Trustee of the Jonathan Reed Aspatore Trust-2006, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Map Not Drawn to Scale



Map Not Drawn to Scale

ATTACHMENT B
WARRANT ARTICLE 72

EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT the INHABITANTS OF THE TOWN OF HARPSWELL (the "Town"), a municipal corporation existing under the laws of the State of Maine with a mailing address of P.O. Box 39, Harpswell, ME 04079, for consideration paid by BRUCE L. ALLEN and JOANNE R. ALLEN, Trustees, or their successors in trust, under the Bruce L. Allen Living Trust, dated October 9, 2008 (and any amendments thereto) and JOANNE R. ALLEN and BRUCE L. ALLEN, Trustees, or their successors in trust, under the Joanne R. Allen Living Trust, dated October 9, 2008 (and any amendments thereto) (collectively the "Grantee"), with a mailing address of 971 Lido Court, Marco Island, FL 34145, the receipt and sufficiency whereof it does hereby acknowledge, does hereby grant unto Grantee in said capacity, permission to utilize the Easement Area as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of locating a private underground utility line within the Abner Point Road right-of-way, in a manner not to interfere with the public highway use, including the right to enter upon said land to construct, maintain, repair and replace said private underground utility line; provided that said private underground utility line is run and maintained in compliance with all applicable State and local laws and regulations. The Grantee shall have no right under this easement to alter or open the surface of Abner Point Road in any way or to store any vehicle, equipment, machinery or materials in or on the Easement Area.

This easement is granted subject to the condition that, in the event any repair or replacement requires a disturbance of the easement area in, over or under the Town's Abner Point Road right-of-way, Grantee, his, her, its and their heirs, successors and assigns, shall minimize the total area of soil disturbance, shall install appropriate erosion and sedimentation control measures prior to the necessary work, shall obtain in advance any and all licenses or permits required by law, and shall assume full responsibility for the cost of restoring the area encumbered by this easement to its prior condition.

Grantee, by accepting delivery of this deed and recording of the same at the Cumberland County Registry of Deeds, agrees (i) to maintain comprehensive general liability insurance in an amount of not less than Four Hundred Thousand Dollars ($400,000), combined single limit for bodily injury, death and property damage, and which amount will be increased from time to time, but only if required to meet the minimum liability exposure provisions of the Maine Tort Claims Act, as it may be amended, protecting both Grantee and the Town herein, their heirs, successors and assigns, from and against all claims, damages and losses resulting from the location of the said private underground utility line on the Town's property and/or arising out of the exercise by Grantee of the rights granted by this easement; (ii) to defend, indemnify and hold harmless the Town, its officers, agents and employees, from and against all claims, damages and losses resulting from the location of the said private underground utility line

on the Town's property and/or arising out of the exercise by Grantee of the rights granted by this easement; and (iii) to be bound by the covenants and conditions set forth herein to be performed by Grantee.

The land of Grantee benefited by this easement is more particularly described in a deed dated July 15, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27917, Page 61.

IN WITNESS WHEREOF, the said Inhabitants of the Town of Harpswell has caused this instrument to be signed and sealed, by its Board of Selectmen, duly authorized by Town Meeting, this _____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED
in presence of:

_____ _____
WITNESS Chairman, Board of Selectmen

_____ _____
WITNESS Selectman

_____ _____
WITNESS Selectman

STATE OF MAINE
CUMBERLAND, ss. _____ ___, 2014

Personally appeared before me the above-named _____ and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of said Inhabitants of the Town of Harpswell.

_____
Notary Public/Attorney at Law

_____
Print Name

EXHIBIT A
Easement Area

A certain four foot (4') wide lot or parcel of land located both within and on the southerly side of Abner Point Road on Bailey Island in the Town of Harpswell, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a point on the northerly sideline of Abner Point Road located S 86°04'41" E a distance of forty-five feet (45') from an one-half inch (½") iron rod flush at the southeasterly corner of land now or formerly of Hamilton P. Star described in a deed dated October 17, 1975 and recorded in the Cumberland County Registry of Deeds in Book 3768, Page 310;

Thence turning to the right at a right angle and running a distance of forty feet (40') under Abner Point Road to a point on land now or formerly of the Inhabitants of the Town of Harpswell described in a deed dated May 29, 1986 and recorded in said Registry of Deeds in Book 7490, Page 76;

Thence turning S 86°04'41" E and running a distance of four feet (4') to a Central Maine Power Company pole existing as of the date of this instrument;

Thence turning to the left at a right angle and running a distance of forty feet (40') under Abner Point Road to a point on land now or formerly of Grantees and recorded in said Registry of Deeds in Book 27917, Page 61;

Thence turning N 86°04'41" W and running a distance of four feet (4') along the northerly sideline of Abner Point Road to a point, said point being the point of beginning.

Reference is made to a plan entitled "Standard Boundary Survey of Property at 26 Abner Point Road, Bailey Island, Harpswell, Maine for Bruce L. Allen" prepared by Brian K. Johnson, PLS of MidCoast Survey Co. and recorded in said Registry of Deeds in Plan Book 210, Page 210.

This easement is subject to rights of the public in and to the use of Abner Point Road.

As revised Jan 17 2014

Art. 5 Shall an Ordinance entitled "2014 Amendments to the Definitions Addendum, Basic Land Use Ordinance, Shoreland Zoning Ordinance and Site Plan Review Ordinance to clarify Use of the Terms Impermeable Surface/Area, Impervious Coverage, and Lot Coverage" be enacted?

(additions are underlined and deletions are ~~struck out~~):

A. Amend the Definitions Addendum as follows:

...

Impermeable Surface – ~~the~~ land area covered by structures and associated constructed facilities;, land areas ~~which~~ that have been or will be covered by a low-permeability material, such as asphalt or concrete;, and land areas such as gravel roads and unpaved parking areas, ~~which~~ that have been or will be compacted through design or use to reduce their permeability. Common impermeable surfaces include roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam, or other surfaces ~~which~~ that similarly impede the natural infiltration of water.

Impermeable surface coverage – the portion of a lot covered by impermeable surface.

Increase in Nonconformity of a Structure - any change in a structure or property that causes further deviation from the dimensional standard(s) creating the nonconformity such as, but not limited to, reduction in water body, tributary stream or wetland setback distance, increase in ~~lot coverage~~ impermeable surface coverage, or increase in height of a structure. Property changes or structure expansions that either meets the dimensional standard or that cause no further increase in the linear extent of nonconformance of the existing structure shall not be considered to increase nonconformity. For example, there is no increase in nonconformity with the setback requirement for water bodies, wetlands, or tributary streams if the expansion extends no further into the required setback area than does any portion of the existing nonconforming structure. Hence, a structure may be expanded laterally provided that the expansion extends no closer to the water body, tributary stream, or wetland than the closest portion of the existing structure from that water body, tributary stream, or wetland. Included in this allowance are expansions that in-fill irregularly shaped structures.

Non-Conforming Structure - a structure which does not meet any one or more of the following dimensional requirements; setback, height, or ~~lot coverage~~ impermeable surface coverage, but which is allowed solely because it was in lawful existence at the time this Ordinance or subsequent amendments took effect.

...

B. Amend the Basic Land Use Ordinance as follows:

1. Amend **Section 10.3, Non-Conforming Structures,** to read as follows:

...

10.3.1. Expansions. A non-conforming structure may be added to or expanded after obtaining a permit from the same permitting authority as that for a new structure, if such addition or expansion does not increase the non-conformity of the structure. For the purposes of this Ordinance, an increase to the non-conformity of the structure shall mean:

- any expansion towards a property line or road that decreases the shortest existing non-conforming setback distance from property line or road, or
- any expansion which would cause the total area covered by the structures, driveways, parking lots, and other ~~non-vegetated areas~~ impermeable surfaces to exceed 20% of the total lot area, or
- any expansion which would cause the structure to exceed the height limits of this Ordinance.

...

2. Amend **Section 10.4, Non-Conforming Lots,** to read as follows:

...

10.4.2.1. Setback Reduction for Small Non-Conforming Lots. The setback of structures from lot lines may be reduced to five (5) feet and the setback of structures from traveled ways may be reduced to ten (10) feet in order to allow the expansion or construction of a structure to be used solely for single family residential purposes or an accessory structure appurtenant to it, provided that the following conditions are met:

...

If a reduced setback is approved pursuant to this Section on previously unimproved lots, the ~~lot coverage~~ impermeable surface coverage requirements set forth in Section 11.1.1 shall continue to apply.

If a reduced setback is approved pursuant to this Section on lots that have been previously improved with a structure, that structure shall not be expanded in floor area or volume, by 30% or more, during the lifetime of the structure, and the ~~lot coverage~~ impermeable surface coverage requirement set forth in Section 11.1.1 shall not apply.

...

3. Amend **Section 11, Standards,** to read as follows:

...

11.1.1. The total area covered by all structures, driveways, parking lots, and other impermeable ~~areas~~ surfaces shall not exceed twenty percent (20%) of the total area of the lot.

...

C. Amend the Shoreland Zoning Ordinance as follows:

1. Amend **Section 10, Non-Conformance,** to read as follows:

...

10.3. Non-Conforming Structures

10.3.1. Expansions. A non-conforming structure may be added to or expanded after obtaining a permit from the same permitting authority as that for a new structure, if such addition or expansion does not increase the non-conformity of the structure. For the purposes of this Ordinance, an increase to the non-conformity of the structure shall mean:

- any expansion towards a water body, tributary stream, wetland, or property line that decreases the shortest existing non-conforming setback distance from the, water body, tributary stream, wetland, or property line; or
- any expansion that would cause the structure to exceed the ~~lot coverage~~ impermeable surface coverage requirements of Section 15.2.4; or
- any expansion that would cause the structure to exceed the height limits of Section 15.2.2.

The shortest existing non-conforming setback distance from a water body, tributary stream, wetland, or a property line may not be measured from an existing area used mainly for access to a structure, such as a small patio, terrace, landing, or small set of stairs.

...

2. Amend **Section 15, Land Use Standards,** to read as follows:

...

15.2. Principal and Accessory Structures

...

15.2.4. The total footprint area of all structures, driveways, parking lots, and other impermeable surfaces within the Shoreland Zone shall not exceed twenty percent (20%) of the lot or a portion thereof, located within the Shoreland Zone, including land area previously developed, except in the Shoreland Business, Mitchell Field Marine Business, and Commercial Fisheries I and II Districts. In the Shoreland Business District, ~~lot coverage~~ impermeable surface coverage shall not exceed seventy percent (70%) for boat repair and construction facility, marina uses, and commercial fishing uses only; the twenty percent (20%) ~~lot coverage~~ impermeable surface coverage limitation shall apply to all other uses that may occur in the

Shoreland Business District. In the Commercial Fisheries I District and the Mitchell Field Marine Business District, ~~lot coverage~~ impermeable surface coverage shall not exceed seventy percent (70%). In the Commercial Fisheries II District, ~~lot coverage~~ impermeable surface coverage shall not exceed seventy percent (70%) for functionally water dependent or functionally water dependent accessory uses only; the twenty percent (20%) ~~lot coverage~~ impermeable surface coverage limitation shall apply to all other uses that may occur in the CF II District.

...

D. Amend the Site Plan Review Ordinance as follows:

1. Amend Section **15.1, Dimensional Requirements,** to read as follows:

...

The plan for development must meet the dimensional requirements of the Basic Land Use Ordinance or Shoreland Zoning Ordinance, as applicable, pertaining to lot area, setbacks, ~~lot coverage~~ impermeable surface coverage, structural height and frontage. For nonresidential development in areas other than the Shoreland Zone, the minimum lot size standard and the minimum road frontage standard is identical to the requirements for a single dwelling unit.

...