

**Memorandum of Agreement Between the Town of Bar Harbor, Maine and Cruise Lines  
Anchoring in Bar Harbor**

WHEREAS, IN THE WINTER OF 2022, THE TOWN OF BAR HARBOR, MAINE (TOWN)  
APPOINTED A WORKING GROUP TO MEET WITH REPRESENTATIVES FROM  
CRUISE LINES THAT VISIT BAR HARBOR TO ADDRESS CONCERNS OF CAPACITY,  
AND

WHEREAS, FROM THOSE CONVERSATIONS AN AGREEMENT WAS REACHED TO  
MODIFY THE CURRENT CRUISE PASSENGER CAPACITY LIMITS,  
AND

WHEREAS, THE CRUISE LINES DESIRE TO BEGIN IMPLEMENTATION OF THOSE  
PASSENGER CAPACITY LIMITS,  
AND

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN AND CRUISE LINES TO THIS  
MEMORANDUM OF AGREEMENT.

The parties agree to develop an annual review process to take place in November consisting of data gathered from the just completed cruise season to include a comprehensive review of the capacity of the town to manage the daily and monthly passenger capacities set forth in this MOA. Any changes will be agreed upon by all parties and will be in effect for all bookings which plan to visit 18 months after the signed, revised agreement. MOAs will be signed with each cruise line annually by December 31st of each year.

In this first MOA, Cruise Lines agree to the following:

**Definitions.** Some of the terms used by the Town of Bar Harbor may not be interchangeable, therefore we've provided a few terms for the parties to agree to.

Request – A cruise line submits a 'call' to Bar Harbor for a use of an anchorage through the [www.PortCall.com](http://www.PortCall.com) web portal.

Booked – The Harbormaster has approved a requested anchorage.

**Cruise Season.** Unless previously approved (booked before July 21, 2021), no requests for cruise ship booking will be accepted between November 1<sup>st</sup> and April 30<sup>th</sup>.

**Daily Lower Berth Capacity Caps.** Any combination of cruise ships booked between May 1 and October 30th of a season must be at or below the following daily caps based on the published lower berth capacity for each ship. Reservations will be accepted on a first come, first serve basis, as tracked by requests made in Port Call:\*

3,800 for May, June, September, and October  
3,500 for July and August (July 4<sup>th</sup> is a blackout date)

\*Some discretion of the harbormaster to allow current ships slightly over 3,800 to still anchor (up to 200 additional lower berth capacity). US flagged ships under 200 lower berth capacity are exempt from the daily cap.

**Monthly Lower Berth Capacity Caps.** The Harbormaster will cease to accept reservations of any additional ships once the following monthly caps (based on accumulation of the published lower berth capacity of each booked ship) have been filled: Reservations will be accepted on a first come, first serve basis, as tracked by requests made in Port Call:

30,000 for May	30,000 for June
40,000 for July	40,000 for August
65,000 for September	65,000 for October

**Limited Number per Day.** No more than three (3) Cruise ships will be authorized to anchor in a given day. All US flagged ships under the 200 lower berth capacity threshold will be exempt from the daily max.

**Limit exemptions:** Requests that were booked by the harbormaster prior to July 21, 2021 will be honored even if they exceed these agreed upon limits.

**Changes to existing cruise bookings:** Cruise lines seeking to change an existing booking may work with the Harbormaster within the following guidelines:

#### Changes made to a Request Status

All REQUESTS beyond the daily / monthly caps for a given year remain in REQUESTED status until January 15th each year. This will allow the Town of Bar Harbor to fill in any cancellations with requests that fit within the cap requirements and will approve on a first come, first served basis as the determining factor of which request to confirm when backfilling.

Recognizing most itineraries are set and tickets have been sold by January 1st of that given year, the Town of Bar Harbor will set a date of January 15th each year, at which point all REQUESTS will be set to CANCELLED status and any cancellation holes caused by lines will not be backfilled by a request.

### Changes made to Booked Status

- Changes to a Booked Vessel Name - Often times cruise lines change which vessel they plan to use on a given itinerary due to many factors. Most times the vessel is changed to a sister ship or one of similar or smaller size. The Town of Bar Harbor will allow this change as long as it does not exceed the passenger cap for the day or month.
- Change in Date - Often times a cruise line is required to change the date of arrival in port by one day due to scheduling conflicts and other issues. The Town of Bar Harbor will allow this change as long as it does not exceed the passenger cap for the day or month. The variance for a date change is also limited to one day.
- Change in Arrival Time- Arrival time changes happen with nearly every ship. This change is always allowed as long as it does not change the arrival date. This change does not require approval or denial.

### Use of Anchorage B

- As part of this agreement Anchorage B is the primary anchorage with the caveat that the Pilots can decide to use Anchorage A upon notification of the Harbormaster. Anchorage A otherwise will only be utilized on days with more than two ships in port and will always be used for the smallest of the ships in port.

**SOPs.** By signing this agreement, the cruise lines agree to work with the Town of Bar Harbor and industry partners to establish and adhere to cruise ship SOPs for sea and shoreside safety and operations of recommended routes, assigned anchorages, tender operations and fee structures.

**Shoreside Operations** The cruise lines agree to work with industry partners to support and adhere to all local ordinances and laws pertaining to shoreside tour vendors to be developed for the 2023 season.

**Effective Date.** This MOA shall be effective September 21, 2022 for scheduling of the calendar year 2023 and 2024 cruise ship seasons.

**Annual Review.** At the end of the 2023 season (November), the parties and/or their representatives will convene to review the season and develop an updated MOA in anticipation of scheduling the 2025 season.

**Term.** If the parties do not mutually agree on an update in by December 31<sup>st</sup>, 2023 the MOA shall continue until an update is agreed upon and signed.