

Town of Mount Desert Public Spaces Use Policy

A Policy for the Regulation of Use of the Marina Green in Northeast Harbor, Seal Harbor Village Green, Suminsby Park, Pond's End, Hall Quarry Park, and the Otter Creek Playground

Adopted by Mount Desert Board of Selectmen: August 17, 2015

ARTICLE I Purpose.

The Town of Mount Desert wishes to provide for the protection and maintenance of publicly owned property within the Town of Mount Desert in order to preserve and protect these areas for public benefit. These areas are substantial community assets; the proper use of which will have direct and indirect benefits upon the Town. This Policy is intended to provide a transparent and easily understood policy for regulation of the use of the Marina Green in Northeast Harbor, Seal Harbor Village Green, Suminsby Park, Pond's End, Hall Quarry Park, and the Otter Creek Playground for Special Events.

ARTICLE II Title and Authority.

- A) This Policy shall be known as the "Town of Mount Desert Public Spaces Use Policy".
- B) This Policy is adopted pursuant to the enabling provisions of the Maine Constitution, the Maine statutory "Home Rule Authority", Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S. § 3001, *et seq.*) and Section 2.6.11(7) of the Town of Mount Desert Charter Revision.

ARTICLE III Definitions.

The following words, terms and phrases, when used in this Policy shall have the meanings ascribed to them in this Policy, except where the context clearly indicates a different meaning:

"Agreement Authority" means the Board of Selectmen, and its agents, as hereinafter described.

"Applicant" means a "person" who makes application to be allowed to hold a "Special Event".

"Major Event" means any Special Event of more than four hours, but less than 48 hours, including time required for setup and breakdown.

"Minor Event" means any Special Event of four hours or less, including time for setup and breakdown.

“Non Profit” means an organization, association, corporation or other entity, no part of the income or profit of which is distributable to its members, directors or officers.

“Person” means any individual, combination of individuals, association, municipality or other legal or commercial entity.

“Special Event” means Farmer’s Markets and means a one-time or infrequently occurring event outside normal programs or activities of the Applicant to which the public is invited to watch, listen or participate.

“Town” means the Town of Mount Desert.

“Public Spaces” Special Event Use Agreement”

means an Agreement to use all, or a specific portion, of the Marina Green Northeast Harbor, Seal Harbor Village Green, Suminsby Park, Pond’s End, Hall Quarry Park, and the Otter Creek Playground for a Special Event.

“Public Spaces” means those area of the Town of Mount Desert located in the various village specifically as shown on the attached Appendixes.

TEMPORARY STRUCTURES. Temporary structures such as tents may not exceed one thousand square feet except at the North East Harbor Village Green where temporary structures greater than 1000 square feet may be allowed. Temporary structures cannot predate or postdate the event by more than 24 hours.

PLANTINGS. Any tree, bush or similar

MEMORIAL PLAQUES, MONUMENTS, MARKERS OR MEMORIALS. Any permanent fixture identifying an individual or group

ARTICLE IV Agreement required.

In keeping with the Mount Desert Use of Public Places Policy, use of publicly owned areas for Special Events is prohibited, unless such use is per an agreement pursuant to this Policy.

Events sponsored or conducted by the Town shall not be exempt from Special Event agreement requirements.

No plantings or plaques may be placed in public spaces without approval under this policy

ARTICLE V **Agreement Authority.**

- A) **AGREEMENT AUTHORITY.** The Board of Selectmen shall be the Agreement Authority for all Special Events. Notwithstanding the foregoing, however, the Board of Selectmen may defer authority for agreements for any Special Event to its Agent, the Town Manager.
- B) **PUBLIC SPACES USE COMMITTEE.** Upon terms and conditions on which they decide, the Board of Selectmen may appoint a Public Space Use Committee. In addition to any other duties it may be given by the Board of Selectmen, the Public Space Use Committee shall be an advisory board in regard to the permitting of Special Events.

ARTICLE VI **Application Review.**

The Agreement Authority shall review and make a determination on all applications requesting an agreement to use all, or any portion of, the Public Spaces for a Special Event or placement of privately donated markers, plaques, memorials, and plantings.

- A) **APPLICATION FORM FOR EVENTS.** Applicants for a Village Public Spaces Special Event Use Agreement must complete an application form created by the Agreement Authority, and available from the Town Manager; said application forms shall be known as a "Public Spaces Special Event Application". Partially complete applications will not be considered. Public Spaces Special Event Applications shall at least include the following information:
 - (1) the name and contact information of the Applicant;
 - (2) the signature of a responsible officer of the organization if the Applicant is an association, corporation or other similar entity;
 - (3) the tax status of the Applicant;
 - (4) whether it is proposed that amplified sound be used;
 - (5) where on the Public Spaces the Applicant would like to hold the event;
and
 - (6) any and all such additional information as the Agreement Authority feels necessary for determination of compliance with this Policy and the efficient and safe operation of the Public Spaces.

When complete, said application forms shall be returned to the Town Manager

B) APPLICATION FORM FOR PRIVATELY DONATED MONUMENTS, MARKERS, PLAQUES, MEMORIALS, AND PLANTINGS ON TOWN PUBLIC SPACES. Although it is the general policy of the Town of Mount Desert not to allow private placements in public spaces, exceptions may be granted by the Board of Selectmen. This policy is designed to ensure that the design, placement, and appearance of the monument, marker, marker, plaque, memorial, or planting is consistent with the community interest, public space function, and the natural environment. Such placements should enhance the landscape and cultural value of the public space.

Applicants for a Village Public Spaces Special Event Use Agreement must complete an application form created by the Agreement Authority, and available from the Town Manager; said application forms shall be known as a "Private placement in a public space application"

- (1) The Town has an important interest in avoiding overcrowding, clutter, or saturation in public spaces
- (2) The Town may exercise selectivity and place some, but not all privately donated monuments, memorials, markers, plaques, and plantings. The final decision shall be made by the Board of Selectmen.
- (3) Fixtures with or without memorial plaques must be submitted to the open Town Meeting for approval lacking unanimous approval by the agreement authority. (Board of Selectmen)
- (4) Plantings replacing existing plantings are excluded from this policy. New plantings must conform with a landscape plan accompanying the application

C) APPLICATION FEE. To cover administrative costs, including the cost of notifications, incurred by the Town in reviewing Village Public Spaces Special Event Applications, upon submission Applicants shall pay a non-refundable application fee for each Public Spaces Special Event Application. Said fee to be set from time to time by the Board of Selectmen.

D) PAYMENT FOR COSTS. Applicants for Special Events whose Special Events result in costs to the Town shall pay the Town for such costs.

E) APPLICATION DEADLINES. A Public Spaces Special Event Application shall be accepted by the Agreement Authority no earlier than twelve (12) months prior to the proposed Special Event.

- a) **Minor Events.** Application for an Agreement for a Minor Event shall be filed with the Agreement Authority no later than thirty (30) days prior to the proposed date of the event.

- b) **Major Events.** Application for an Agreement for a Major Event shall be filed with the Agreement Authority no later than sixty (60) days prior to the date of the Major Event. This will allow for notification of the public, usually in a newspaper with a wide local circulation, and public comment, which comments shall be directed to the Agreement Authority prior to the event.
 - c) **Exigent Circumstances** These timelines may be waived or modified by the Agreement Authority when the Applicant can demonstrate exigent circumstances that merit such a waiver or modification.
 - d) Prior to the Agreement Authority making a decision on any application, the Agreement Authority shall circulate the application to appropriate (in the opinion of the Agreement Authority) Town department heads and other Town officials.
- F) **ELIGIBLE APPLICANTS.** Persons eligible to apply for a Public Spaces Special Event Use Agreement will be those persons whose proposed event will be in keeping with the good health, safety and welfare of the Town. The Agreement Authority may require that the applicant, have as their primary focus or principal attribute a demonstrable (by the Applicant to satisfaction of the Agreement Authority) public purpose, and whose proposed event will not be for a financial profit; **except** that for-profit sales may be allowed at certain Major Events and Minor Events, such as **Farmer's Markets only at the Marina Green in Northeast Harbor**, which have as their primary focus or principal attribute a demonstrable public purpose.

ARTICLE VII Standards for approval.

- A) **STANDARDS.** The following standards shall be utilized by the Agreement Authority in reviewing Public Spaces Special Event Applications. The Agreement Authority shall make an agreement only if it finds:
 - i) the application form has been properly completed;
 - ii) the application fee has been paid;
 - iii) the event will not endanger the health, safety and welfare of persons who visit the Public Spaces;
 - iv) adequate sanitary facilities are available or will be provided at the Public Spaces to accommodate the proposed Special Event;
 - v) the Special Event will not cause damage from destruction or overuse of the grounds, equipment, vegetation, buildings, fences or other amenities of the Village Public Spaces;

- vi) the Special Event will not unreasonably disturb persons who occupy land which is adjacent to the Public Spaces;
- vii) the portion of the Public Spaces requested to be used has not been reserved for other use at the time requested in the application;
- viii) for Minor Events:
 - [a] no for-profit retail sales will occur except as outlined in Article VI F);
 - [b] the Applicant has not sponsored a Minor Event or a Major Event involving nonprofit retail sales in the previous 30 days;
- ix) for Major Events:
 - [a] the event will not bring the total of Major Events in that calendar year to more than four;
 - [b] the Major Event will not exceed one hundred twenty (120) hours in duration; and

B) **CONDITIONAL APPROVAL.** The Agreement Authority may condition approval of a Public Spaces Special Event Use Agreement with suitable conditions for the purpose of assuring compliance with this Policy and the health, safety and welfare of all. Said conditions may include, but are not limited to:

- i) **Location:** Designating the entire Public Space or a specific area within the Public Space where the Special Event shall be allowed to take place (see attached Appendixes); even if this is a location different from that requested by the Applicant.
- ii) **Restrooms:** Requiring a minimum number of portable restrooms based on the expected attendance and duration of the special event.
- iii) **Bond:** In large or potentially environmentally disruptive or destructive circumstances, Applicants may be required by the Agreement Authority to post a bond to ensure prompt payment of costs.

ARTICLE IX Miscellaneous Provisions.

- a. **NOISE:** Amplified sound may be allowed in only the Northeast Harbor Public Space by Public Space Special Event Use Agreement. However:
 - A) the need for amplification must be identified on the Public Space Special Event Application;

- B) the sound shall not unreasonably disturb the peace of homeowners and businesses located adjacent to or in the neighborhood of the Public Space; and
 - C) the Town will not refund any fees paid by an Applicant if the Applicant's Special Event is cancelled because of noise.
- b. WEATHER CANCELLATION: If a special event held during inclement weather will likely cause injury or damage to the Public Space, the Agreement Authority may cancel the event due to inclement weather or forecasted inclement weather.
 - c. OTHER CANCELLATION: The Agreement Authority shall reserve the right if warranted by exigent circumstances to cancel an event for failure of the Applicant to follow the Agreement.
 - d. CLEANUP and OTHER COSTS: The Applicant shall return the Public Space to the condition it was in prior to the Special Event. The Applicant will be billed by the Town for any damages incurred beyond normal wear and tear, as determined by the Agreement Authority in its sole judgment. The Applicant shall pay the full amount of the invoice within 30 days of the billing date. Any invoice remaining unpaid after 30 days may be collected in a court of law. In addition, no future Special Event may be scheduled by that Applicant until the account is cleared.
 - e. OTHER CONSEQUENCES OF NOT FOLLOWING AGREEMENT: The Agreement Authority shall ALSO reserve the right if warranted by failure of the Applicant to follow the Agreement to deny use of the Public Space by the Applicant in the future.
 - f. INSURANCE: For any Special Event to take place, Applicants who are given approval for a Special Event by the Agreement Authority must provide to the Town Manager a certificate of insurance, with the Town named as an additional insured, as soon as possible after the Special Event has been approved and in any case not later than two weeks prior to when said event is scheduled to occur.

ARTICLE XI Severability.

If any section, subsection, sentence, clause or phrase of this Policy is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Policy.

ARTICLE XII Effective Date and Expiration.

- A) The effective date of this Policy is: August 18, 2015.
- B) This Policy shall expire and be of no force or effect on August 18, 2030.

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION
Application Fee – \$10.00
NOTE - Applications are due 60 days prior for major events and
30 days prior to event for minor events.

PERMIT #: _____ DATE OF EVENT: _____ TIME: _____ - _____

DATE APPLICATION RECEIVED: _____ # Expected to attend _____

PUBLIC SPACE REQUESTED: Please check: Northeast Harbor Marina Green _____
Seal Harbor Village Green _____ Suminsby Park _____ Otter Creek Playground _____
Hall Quarry Park _____ Pond's End _____

TYPE OF EVENT – MAJOR OR MINOR (SEE POLICY FOR DEFINITIONS)
(circle one)

APPLICANT: _____
(Print) (Signature)

MAILING ADDRESS: _____

PHONE: _____
(Home) (Business) (cellular)

OTHER CONTACT INFO: _____
(Email) (fax)

AGENT: _____
(Print) (Signature)

AGENT MAILING ADDRESS: _____

PHONE: _____
(Agent home) (Agent business) (Agent cellular)

OTHER CONTACT INFO: _____
(Agent email) (Agent fax)

What is the tax status of the applicant? (Non-profit) _____

Does the applicant propose that amplified sound be used for event? Yes _____ No _____
If yes, include description:

USE REQUESTED (*Applicant, review the Public Space Use Policy, then explain what you want to do*)

*It should be noted that it is a public space and your event will not preclude other people from using the space;
however once approved, no other special events will be permitted at that location while your event is taking place.*

Approved this _____ day of _____, 20____, by a majority of the Board of Selectmen:











