



Town of Mount Desert
Board of Selectmen
Agenda

Regular Meeting
Monday, October 4, 2021

Location: Public can now attend meeting in person. Meetings will continue to be offered via Zoom see bottom of pg. 2 for connection details

- I. Call to order at 6:30 p.m.**
Public, please hold comments until the BOS Chairman opens the agenda items for public comment
- II. Public Hearing(s)**
None at this time
- III. Minutes**
A. Approval of the minutes from September 20, 2021
- IV. Appointments/Recognitions/Resignations**
A. Consideration of appointment of Gail Marshall as School Board member to fill the vacancy of Susan MacCready until the municipal election of 2022
- V. Consent Agenda** *(These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion. Board members may remove any item for discussion by requesting such action prior to consideration of that portion of the agenda.)*
 - A. Thank you letter from Acadia Family Center; September 10, 2021*
 - B. MRC: Recent update on bypass waste and PERC*
 - C. MRC update on the sale process of the Coastal Resources of Maine solid waste handling facility in Hampden, Maine*
- VI. Selectmen's Reports**
- VI. Unfinished Business**
 - A. Confirmation of project with Acadia National Park to study the health of Otter Creek Harbor through Thriving Earth Exchange*
- VII. New Business**
 - A. Discussion regarding Acadia National Park proposed use of Town Hill parcel for workforce housing with John Kelly and Kevin Schneider*
 - B. Consideration of purchasing our FY-22 winter sand from Harold MacQuinn, Inc. at a price of \$11.50 per cubic yard delivered*
 - C. Consideration of MRC Board of Directors Nomination Form*
 - D. Request authorization for the Fire Chief to sign and execute a contract with Maine Maritime Academy to provide the fire department's breathing air cascade/compressor vehicle along with an operator in support of their student fire training program at the Ellsworth Fire Training Center*
 - E. Letter to Governor Mills regarding the Town of Mount Desert's opposition to the American Aquafarms proposal for aquaculture farm in Frenchman Bay*

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- F. Request approval to carryforward unexpended FY 21 amounts to the FY 22 budget for the following account numbers in the following amounts: 1770100-54540 Community Development - \$4,000 – Requested by: Town Manager, Durlin Lunt1220440-53900; Planning Board Scenic Vistas / Steep Slopes - \$35,677.00 – Requested by: Code Enforcement Officer, Kim Keene

VIII. Other Business

- A. Such other business as may be legally conducted

IX. Treasurer's Warrants

- A. Approve & Sign Treasurer's Warrant as shown below:

Town Invoices	AP#2182	10/05/21	\$3,240.00
	AP#2218	10/05/21	\$137,981.71
Total			\$141,221.71

- B. Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants as shown below:

State Fees & PR Benefits	AP#2216	09/22/21	\$77,874.99
	AP#2217	09/15/21	\$3,838.78
Town Payroll	PR#2208	09/03/21	\$116,453.96
Total			\$198,167.73

- C. Acknowledge Treasurer's School Board AP/Payroll Warrants as shown below:

School Invoices	#07	10/01/21	\$87,799.90
Total			\$87,799.90

Grand Total			\$427,189.34
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X. Adjournment

The next scheduled meeting is at 6:30 p.m., Monday, October 18, 2021, Via Zoom.

The Town of Mount Desert is inviting you to a scheduled Zoom meeting. You can call in through any of the listed phone numbers or connect with a computer via the web link. You **will need to enter the meeting ID** to get access to the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/248566175?pwd=RmozZjBOVWhUTQrRXR5QzFEZEEyQT09>

Meeting ID: 248 566 175

Password: 919872

One tap mobile

+13126266799,,248566175#,,,0#,,919872# US (Chicago)

+16468769923,,248566175#,,,0#,,919872# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

Board of Selectmen Meeting Agenda October 4, 2021

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 248 566 175

Password: 919872

Zoom security now requires a password on all zoom meetings, so the recurring BOS meeting now has a password.

Board of Selectmen

Managers Memo

Location: Town Hall Meeting Room and Via Zoom

Date: October 4, 2021

Time: 6:30 p.m.

Agenda details:

I. Call to order 6:30 p.m.

II. PUBLIC HEARINGS

None Scheduled

III. Post Public Hearing

None Scheduled

IV. Minutes

a. Approval of minutes of September 20, 2021

V. Appointments/Recognitions/Resignations

a. Consideration of the appointment of Gail Marshall as School Board member to fill the vacancy of Susan MacReady until the municipal election of 2022

VI. Consent Agenda

- a. Thank you letter from Acadia Family Center; September 10, 2021
- b. MRC: Update on bypass waste and PERC
- c. MRC: update on the sale process of the Coastal Resources of
- d. Maine solid waste handling facility in Hampden Maine

V11. Selectmen's Reports

V111. Unfinished Business

- a. Confirmation of the project with Acadia National Park to study the health of Otter Creek Harbor through Thriving Earth Exchange

The next steps will be a community orientation meeting the week of October 11, 2021 and on October 25, 2021, a meeting will be held with the project manager to begin the scoping process of the project

IX. New Business

- a. Discussion regarding Acadia National Park proposed use of Town Hall parcel for workforce housing with John Kelly and Kevin Schneider

The parcel in question was originally planned to be used as a transfer station for the Island Towns. It was granted to the park by an act of Congress and will need subsequent legislation to be used for another purpose.

- b. Consideration of purchase of Winter Sand from Harold MacQuinn Company at a price of \$11.50 per cubic yard delivered.

- c. Consideration of MRC Board of Director's nomination form
- d. Request authorization for the Fire Chief to sign and execute a contract with Maine Maritime Academy to provide the fire department's breathing air cascade/compressor vehicle and operator in support of the student fire training program at the Ellsworth Fire Training Center
- e. Letter to Governor Mills expressing the Town of Mount Desert's opposition to American Aquafarms proposal for aquaculture farm in Frenchman Bay
- f. Request of carryforward from unexpended FY 21 budget to the FY 22 budget

1770100-54540 Community Development Consulting Fees-\$4,000

1220440-53900 Planning Board Scenic Vistas/Steep Slopes \$35,677

X. Other Business

MINUTES

**Town of Mount Desert
Selectboard Meeting Minutes
Monday, September 20, 2021**

Selectboard Members Present: Chair John Macauley, Martha Dudman, Matt Hart, Geoff Wood, Wendy Littlefield

Town Officials Present: Town Manager Durlin Lunt, Assessor Kyle Avila, Public Works Director Tony Smith

Members of the public were also in attendance.

I. Call to order at 6:30 p.m.

Chair Macauley called the Meeting to order at 6:30PM.

II. Public Hearing(s)

Amendments to the General Assistance Ordinance Appendices A-D

Chair Macauley asked for public comment. MD360 Director Kathy Miller asked whether there were any changes from last year. Manager Lunt reported there was very little change.

There were no other comments.

Chair Macauley closed the public hearing.

III. Post Public Hearing

A. Discussion and Approve Amendments to the General Assistance Ordinance Appendices A-D.

MOTION: Mr. Hart moved, with Mr. Wood seconding, approval of the Amendments to the General Assistance Ordinance Appendices A-D, as presented.
Motion approved 5-0.

IV. Minutes

A. Approval of the minutes from September 7, 2021

MOTION: Mr. Wood moved, with Mr. Hart seconding, approval of the September 7, 2021 Minutes as presented.
Motion approved 4-0-1 (Littlefield in Abstention).

V. Appointments/Recognitions/Resignations

A. Appointment of Fred Mason to be appointed as a part time (on-call) firefighter to the Mount Desert Fire Department, effective September 21, 2021, at a starting pay of \$18.00/\$26.00 an hour.

Manager Lunt explained the \$18.00/hour pay noted is the payment amount for training attendance. The \$26.00/hour pay noted is for filling in shifts.

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of Appointment of Fred Mason as a part time (on-call) firefighter to the Mount Desert Fire Department, effective September 21, 2021, at a starting pay of \$18.00/\$26.00 an hour, as presented and with thanks.

Motion approved 5-0.

B. Consideration of appointing Michael Vollmer to the vacant Packer Truck Driver position contingent on his successful completion of a mandatory DOT preemployment physical and drug and alcohol screening at the mandatory six-month probationary rate of pay of \$20.54 per hour increasing to the regular rate of \$21.62 per hour upon successful completion of his mandatory probationary period by which time he is to have obtained his Class B commercial driver's license or his employment with the Town shall cease.

MOTION: Ms. Littlefield moved, with Mr. Wood seconding, approval of appointing Michael Vollmer to the vacant Packer Truck Driver position contingent on his successful completion of a mandatory DOT preemployment physical and drug and alcohol screening at the mandatory six-month probationary rate of pay of \$20.54 per hour increasing to the regular rate of \$21.62 per hour upon successful completion of his mandatory probationary period by which time he is to have obtained his Class B commercial driver's license or his employment with the Town shall cease, as presented, and with thanks.

Motion approved 5-0.

VI. Consent Agenda

A. Highway Superintendent Monthly Reports for July and August

B. From Public Works Director Tony Smith Miscellaneous Work Update

C. Thank you letter from SPCA of Hancock County

D. Thank you letter from American Red Cross

E. Thank you letter from Hospice Volunteers for Hancock County

F. Acadia National Park Advisory Commission Meeting Minutes of June 7, 2021

G. Coastal Resources of Maine and PERC municipal solid waste bypass update

H. Update on sale of Coastal Resources of Maine facility in Hampden, Maine.

I. Public Notice: MRC Special Board of Directors Meeting – Tuesday, September 21, 2021

J. Annual State Valuation Report

MOTION: Mr. Wood moved, with Ms. Dudman seconding, acceptance of the Consent Agenda as presented.

Mr. Hart thanked the Public Works Department for trimming around stop signs and street signs in Town.

Ms. Littlefield asked about one outstanding easement on Main Street. Public Works Director Tony Smith confirmed the easement presented to Versant was not accepted. Work continues creating an acceptable easement. He hopes the issue can be resolved by October 12, 2021 so work can resume.

Motion approved 5-0.

VII. Selectmen's Reports

Ms. Dudman asked the Board to consider making a statement in opposition of the American Aquafarms proposal. There's evidence in Town of opposition to the project. It's not beneficial to the fishermen. In speaking with Representative Lynne Williams, Ms. Dudman was told the more voices speaking up the better. Ms. Dudman proposed directing Manager Lunt to compose a letter. She inquired whether a Public Hearing would be required for such action.

Mr. Hart agreed there will be a detrimental impact to fishing around Mount Desert Island. Despite the project occurring in another Town, the impact makes it the Town of Mount Desert's business as well. Chair Macauley concurred.

Mr. Wood agreed as well. The risks are high to the community and the benefits low.

MOTION: Mr. Wood moved, with Ms. Littlefield seconding, to direct Town Manager Lunt to craft a letter in opposition of the American Aquafarms project and send it to the authorities.

It was agreed to bring the letter back to the Board for a chance for public comment.

Motion approved 5-0.

VIII. Unfinished Business

A. Funding for Climate Action Plan

Manager Lunt reported he was successful in finding the funding for the Climate Action Plan. Funds can be pulled from accounts such as General Technical Services, Contingency for the Board, Highway Technical Services, Wastewater Technical Services, Town Manager Expense, Sustainability Committee training and research. The funds will cover the price of Planning Services for the Climate Action Plan.

MOTION: Ms. Dudman moved, with Mr. Wood seconding, acceptance of the funding plan and the project.

Ms. Hart asked how, once the plan provides a list of actions the Town can take, will action be budgeted into the CIP and line items. Sustainability Committee Chair Phil Lichtenstein believed it needed to be a transparent process. Items would not be separated out but included within department budgets. Director Smith noted the plan will be a living document, to be amended and changed as necessary moving forward. Ms. Dudman hoped for a plan that's clear and concise. Mr. Lichtenstein agreed.

Motion approved 5-0.

IX. New Business

A. Public Space Special Event Application – Seal Harbor Library Fair – July 31, 2022, Seal Harbor Village Green

1 MOTION: Mr. Hart moved, with Ms. Dudman seconding, approval of Public Space
2 Special Event Application – Seal Harbor Library Fair – July 31, 2022, Seal Harbor Village
3 Green, as presented.
4 Motion approved 5-0.

5
6 *B. Public Space Private Placement Application- Friendship Bench, Pond's End*

7 Ms. Dudman believed the placement of such a memorial is a lovely sentiment and she
8 understands the family's desire to place a memorial of this type. There are a lot of benches
9 in Town and only so much capacity. The area where the bench is proposed is congested.
10 Her concern is that the habit of memorializing people with items like benches or trees has
11 grown, and there is no plan for the growing number of memorials being added to public
12 space.

13
14 Mr. Hart noted that the suggestion of memorial plaques placed on existing benches has
15 come up in past discussions. Mr. Wood suggested that memorials could be planned and
16 tagged as part of a long-term plan with a menu of items for people to sponsor. A landscape
17 architect could be directed to identify some discreet items that could be improved on or
18 named in memory of someone. It was noted the funding has been found to allow the
19 marina landscape plans to move forward. Ms. Dudman wondered if the Garden Club
20 would be willing to look at other green spaces in Town for the future.

21
22 Chair Macauley suggested extending such a plan to include all visual items offered to the
23 Town such as flags on Main Street. Perhaps thought can be given to ensuring visual
24 proposals are in keeping with the aesthetic spirit of the Town.

25
26 Director Smith noted a memorial plaque was affixed to a boulder in Suminsby Park. It is
27 discreet and serves the family's needs.

28
29 Mr. Wood wondered if anything can be done in the interim. Ms. Dudman suggested the
30 request be kept in mind until the Town has a plan for how they'd like to proceed. It is
31 difficult to refuse such an offer, even temporarily. There are no benches currently in the
32 area. Mr. Wood wondered if there was a way to decide now whether benches should be in
33 that area, and how many, before installing this first bench.

34
35 Mr. Hart suggested a plaque installed on a bench, with the understanding that if in the
36 future the plan for the area changes, the plaque can be placed on something else.

37
38 Ms. Dudman agreed - it's difficult to refuse such a request. However, the requests will
39 continue. The Town needs a better plan than acquiescing to every request for a bench or
40 memorial item. Mr. Wood suggested not rejecting the request, but taking the time to
41 review the area, determine if benches are appropriate and then offer the family a choice of
42 benches chosen as appropriate for the area, or alternatively another memorial option if
43 benches are deemed not a good fit with the area.
44

1 MOTION: Mr. Wood moved, with Ms. Dudman seconding, to defer approval of action on
2 Ms. Warholak's Public Space Private Placement Application - Friendship Bench, Pond's
3 End until such time as the Town can develop a workable plan for the space.
4

5 Resident Ellen Kappes opposed the idea of a bench. Those who visit the area sit on the
6 grass or bring their own chairs.
7

8 Family member Mark Warholak appreciated the time the Board took to consider the
9 request. He noted the memorial did not have to be a bench. The family was open to any
10 proposal the Board might suggest. The Board thanked Mr. Warholak for his
11 understanding.
12

13 Motion approved 5-0.
14

15 *C. Memorandum of Agreement with the Town of Tremont to Lease Code Enforcement*
16 *Officer*

17 Manager Lunt noted this agreement was an attempt to try to help a fellow town over the
18 next couple of months. The time CEO Keene spends on Tremont matters would be as
19 needed, but not expected to be more than eight hours a week, and often it will likely be
20 less. Currently the Tremont Town Manager is serving as the CEO. CEO Keene was happy
21 to assist the Town of Tremont.
22

23 MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of the
24 Memorandum of Agreement with the Town of Tremont to Lease Code Enforcement
25 Officer, as presented.
26

27 It was noted that CEO Keene would not be spending the same day every week in Tremont.
28 Mr. Hart was concerned the position is likely already understaffed for the Town of Mount
29 Desert. Did Tremont ask other communities? Manager Lunt noted that Tremont is familiar
30 with CEO Keene's work and therefore asked Mount Desert specifically. Mr. Wood
31 cautioned about the public perception involving the CEO being potentially unavailable for
32 Mount Desert residents.
33

34 Mr. Hart noted it was a two-month agreement, but these types of arrangements can go
35 longer. He suggested getting a report at the end of two months on how it's going, and
36 whether changes are needed, or more time is necessary.
37

38 Motion approved 5-0.
39

40 **X. Other Business**

41 *A. Such other business as may be legally conducted*

42 Ms. Dudman inquired about a vote on the landscape mapping. Manager Lunt noted it is
43 part of the landscaping line item and a vote is not needed.
44

45 **XI. Treasurer's Warrants**

46 *A. Approve & Sign Treasurer's Warrant as shown below:*

<i>Town Invoices</i>	<i>AP2215</i>	<i>09/21/2021</i>	<i>\$530,784.03</i>
	<i>AP2180</i>	<i>09/21/2021</i>	<i>\$5,598.48</i>
	<i>AP2181</i>	<i>09/21/2021</i>	<i>\$35,930.00</i>
<i>Total</i>			<i>\$572,312.51</i>

MOTION: Mr. Hart moved, with Mr. Wood seconding, Approval of Treasurer's Warrant as shown above.

Motion approved 5-0.

B. Approve Signed Treasurer's Payroll, State Fees, & PR Benefit Warrants as shown below:

<i>State Fees & PR Benefits</i>	<i>AP2213</i>	<i>09/09/2021</i>	<i>\$11,493.04</i>
	<i>AP2214</i>	<i>09/15/2021</i>	<i>\$32,838.16</i>
<i>Town Payroll</i>	<i>PR2207</i>	<i>09/03/2021</i>	<i>\$122,396.52</i>
<i>Total</i>			<i>\$166,727.72</i>

MOTION: Mr. Hart moved, with Mr. Wood seconding, approval of signed Treasurer's Payroll, State Fees, & PR Benefit Warrants as shown above.

Motion approved 4-0-1 (Littlefield in Abstention).

C. Acknowledge Treasurer's School Board AP/Payroll Warrants as shown below:

<i>School Invoices</i>	<i>#6</i>	<i>09/17/2021</i>	<i>\$178,758.20</i>
<i>Total</i>			<i>\$178,758.20</i>

<i>Grand Total</i>			<i>\$917,798.43</i>
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MOTION: Mr. Hart moved, with Ms. Littlefield seconding, acknowledgement of Treasurer's School Board AP/Payroll Warrants as shown above.

Motion approved 5-0.

XII. Adjournment

MOTION: Ms. Dudman moved, with Mr. Hart seconding, adjournment.

Motion approved 5-0.

The Meeting adjourned at 7:08PM.

Respectfully Submitted,

Wendy Littlefield

APPOINTMENTS

RECOGNITIONS

RESIGNATIONS

Town Clerk

From: Todd Graham <todd.graham@mdirss.org>
Sent: Friday, October 1, 2021 9:49 AM
To: Town Clerk
Subject: MDES committee appointment

You don't often get email from todd.graham@mdirss.org. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The Mount Desert Elementary School Committee met on Thursday September 30 to nominate and elect Gail Marshall to fill the seat vacated by Susan MacCready. Gail would fill the seat until the next elections in May 2022.

We are requesting that the nomination and confirmation of Gail Marshall be included on the agenda at the next Select meeting.

Thank you,
Todd Graham
MDES Committee Chair

Todd Graham
Mount Desert, Maine
04660
207-266-1310
toddjgraham@gmail.com

CONSENT AGENDA



Board of Directors

Samuel M. Hamill, Jr.
Chairman

Neha Kumar
Treasurer

Kathryn Strand
Secretary

Margaret Beaulac

Deborah DeWalt

Judy Eason

Ken Hill, PhD

Vivek Kumar, PhD

Ward Mackenzie

Jacques H. Newell Taylor

Steven J. Kassels, MD
Medical Advisor

David Nichols
Acting Executive Director

September 10, 2021

Town of Mount Desert
Treasurer's Office
PO Box 248
Northeast Harbor, ME 04662

Dear Town of Mount Desert,

On behalf of the Board of Directors, thank you for your support this year.

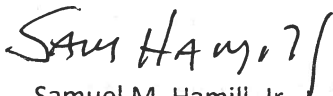
In a time of great challenges, we continue to support the hard work our clients and counselors do together everyday. We are so glad to have you with us.

The first step of recovery is often deciding to talk about what you're going through, in many cases people don't know where to turn - even once they have decided to take this step. The unusual resource of locally available counseling and prevention education programs (with financial assistance) in a rural, seasonal community gives people hope and a chance.

Communities like ours are often overlooked due to a small year round population and the outward perception of being simply a vacation destination. Our presence alone is encouraging to those in need of treatment as well as anyone whose life has been touched by struggles with addiction and mental health.

We believe that everyone matters, and that our small year round community should benefit from services that are often more available in regions with denser populations. With your help, we continue fortifying our conviction to promote equality of resources in an often out of balance world.

Thank you for joining us in this important work,


Samuel M. Hamill, Jr.
Chairman

Acadia Family Center is a nonprofit, tax-exempt organization recognized under Section 501(c)(3) of the Internal Revenue Code.
No goods or services were provided in exchange for this donation.
Your contribution is tax deductible to the extent provided by law. Tax ID #22-3022497

BYPASS NOTICE – Municipal Waste (Residential)

FROM: Sent on behalf of Coastal Resources of Maine LLC
To: Waste Management, PERC, NEWSME, MRC, Maine DEP
DATE: September 30, 2021

DESCRIPTION OF WASTE:

Municipal Solid Waste from the below MRC communities/facilities will bypass residential municipal waste back to PERC from **Friday, October 1st until October 30th**. The remaining MRC communities/facilities (not listed) below will continue to deliver to Crossroads in Norridgewock with no change in October.

BYPASS PERIOD

FROM: October 1, 2021
TO: October 30, 2021 (Inclusive)

REASON FOR BYPASS: An inability to process incoming waste due to suspension of operations as the result of contractual issues with key counterparties.

Alton
Bangor
Bar Harbor
Blue Hill/Surry
Bradley
Brewer
Brownville
Bucksport
Burlington/Lowell
Carmel
Castine
Central Penobscot
Cherryfield
Chester
Clifton

Dedham / Lucerne
Dixmont
Dover - Foxcroft
Eddington
Franklin
Hampden
Holden
Hudson
Lee
Levant
Mariaville
Mattawamkeag
Millinocket
Milo
MDI/ EMR communities

(Tremont, Trenton, Cranberry
Isle, Frenchboro, SW Harbor,
Mount Desert)

Northern Katahdin SW
Orono
Otis
Pleasant River SWD
Sherman
Sorrento
Springfield
Steuben
Sullivan
Swan's Island
Union River
Verona Island

Waste Management has been notified and agrees to this bypass event.

Jennifer M. Buchanan

From: Tony Smith
Sent: Tuesday, September 21, 2021 1:46 PM
To: Durlin Lunt
Cc: Jennifer M. Buchanan
Subject: FW: Fundamental Matter Notice

Follow Up Flag: Follow up
Flag Status: Flagged

For BOS meeting of October 4, 2021 please in the Consent Agenda as:

MRC update on sale of the Coastal Resources of Maine waste processing facility in Hampden, Maine.

Thank you.

Tony Smith, Public Works Director
Chairman, Acadia Disposal District
Town of Mount Desert
P.O. Box 248
Northeast Harbor, Maine 04662
Tel. 207-276-5743
Fax. 207-276-5742
director@mtdesert.org
God Bless America

From: Municipal Review Committee <municipal.review.committee1@gmail.com>
Sent: Tuesday, September 21, 2021 1:40 PM
To: Tony Smith <director@mtdesert.org>
Subject: Fundamental Matter Notice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Join Our Mailing List!

Fundamental Matter Notice

September 21, 2021

Dear members,

As we indicated in our last communication, there are now three new potential buyers for the Hampden facility. At the same time, Delta Thermo Energy (DTE) continues to pursue financing and remains a potential buyer.

While this turn of events increases our optimism for completing a sale, we are also keenly aware of the approaching winter. The cooler weather brings increased heating and maintenance requirements that make it imperative a new owner for the plant be secured as soon as possible.

To keep all parties on task and encourage a timely transfer of ownership, the Board of Directors at today's meeting unanimously adopted a [resolution](#) concluding that MRC, as landlord, may need to terminate the site lease held by Coastal Resources. As a Fundamental Matter under MRC Bylaws, the consideration of this action requires notice to members and a 30–45-day period for member review and response.

Since time is of the essence, MRC is issuing the Notice of Fundamental Matter today, so that if the Board determines a termination of lease is indeed necessary, the notice period already will have been met. Click [here](#) to view the notice. Each member will receive a hard copy of the notice later this week by certified mail.

Once again, we extend our sincere thanks for your support and patience through this process. In all of MRC's efforts, we place the best interests of the Membership as our highest priority to ensure responsible and cost-effective management and disposal of member solid waste, and it is through this lens that we undertake this latest action. MRC's strength and effectiveness has always relied on our ability to work collectively and stick together to achieve these common goals. Having the ability to terminate the site lease if circumstances warrant provides MRC an important tool to facilitate a timely sale, which will allow the Hampden facility to move into the next phase of its reopening.

We encourage you to read the [Fundamental Matter notice](#) closely and contact us with any questions you may have. We expect to hold another virtual member update within the next month once bids from the new potential buyers have been received and reviewed.

If you have any questions, please do not hesitate to reach out to MRC Executive Director Michael Carroll at (207) 664-1700 or execdirector@mrcmaine.org.

E-mail MRC

Municipal Review Committee, Inc.

Address:

20 Godfrey Drive, Suite 213

Orono, ME 04473

Phone: 207-664-1700

Visit our website



Municipal Review Committee | 20 Godfrey Drive, Suite 213, Orono, ME 04473

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Sent by municipal.review.committee1@gmail.com powered by



UNFINISHED BUSINESS

Town Clerk

From: Durlin Lunt
Sent: Thursday, September 30, 2021 8:38 AM
To: Town Clerk
Subject: FW: Mount Desert, ME, NPS and AGU's Thriving Earth Exchange
Attachments: Confirmation Letter - MountDesert, ME (NPS).pdf
Importance: High

From: Natasha Udu-gama <NUdu-gama@agu.org>
Sent: Wednesday, September 29, 2021 4:18 PM
To: Durlin Lunt <manager@mtdesert.org>; hbrporpoise@gmail.com
Cc: ThrivingEarth <ThrivingEarthExchange@agu.org>
Subject: Mount Desert, ME, NPS and AGU's Thriving Earth Exchange
Importance: High

You don't often get email from nudu-gama@agu.org. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Lunt,

Thank you again for your interest in launching a community science project through Thriving Earth Exchange.

Congratulations! We are very pleased to invite you and Mount Desert, ME to join our upcoming October 2021 project cohort in collaboration with the National Park Service, which will launch by late October. Please find attached a confirmation letter.

As a reminder, here's a little of what to expect after you confirm participation:

- Thriving Earth Exchange will host two community leader orientations of which you should choose one. Details are included in the attached letter and calendar invites will be sent today. (*please choose only 1.*)
- Thriving Earth Exchange will connect you to your project manager (Community Science Fellow) on Monday, 25 October 2021. The Fellow/project manager will then schedule a meeting with you to begin scoping your project.
- Your project manager will work with you to develop a project description and explore what kind of scientist is needed for this project. They will then recruit and vet interested candidates, following up with you with a referral. These two steps may take about 1-3 months.
- After matching you with a scientist, your project manager will play a project management and support role as you and the scientist work together toward your project objectives.
- In addition to your Fellow, you should reach out to me should you have any questions, or need troubleshooting and support at any time.

We're really looking forward to working with you. If you have any questions or concerns, please don't hesitate to reach out.

All the best,
Natasha Udu-gama
(on behalf of the Thriving Earth Exchange team)

Dear Durlin Lunt,

Thank you again for your interest in launching a community science project through Thriving Earth Exchange. We are very pleased to invite Mount Desert, ME to launch a project with us in October 2021 with the National Park Service. By joining this cohort, you also join the Thriving Earth Exchange network, which is comprised of communities, scientists, and collaborating organizations around the world.

We will work together to launch a 6-18-month project in your community that will advance a local priority. As a community lead, you'll develop your project in collaboration with a project manager trained by our program, who will serve as your project manager throughout our collaboration. Your project manager will recruit and match you to volunteer Community Scientist(s) who will be your partner(s) in implementing the project.

All Thriving Earth Exchange projects follow an iterative process designed to move projects from design to completion through co-design and collaboration to achieve community impact. To facilitate this, Thriving Earth Exchange provides templates and personalized support, connections to communities with similar priorities, and opportunities to share the results of your project and lessons learned throughout the network.

Here are additional details about what to expect:

- Please plan to attend **one** of two community leader orientations: Tues. 12 Oct. at 4pm ET or Fri. 15 Oct. at 2pm ET. (Each will be 1 hour in length.)
- Thriving Earth Exchange will connect you to your project manager following the completion of their training in late October. They will then schedule a meeting with you to begin scoping your project.
- Your project manager will work with you to develop a project description and explore what kind of scientist(s) is/are needed for this project. They will recruit, vet, and obtain references for interested candidates, then provide you with recommendations. These two steps may take about 1-3 months, with a time commitment on your part of about 1-2 hours per week.
- After matching you with scientist(s), your project manager provides project management and support to your community science project as you and the scientist(s) work together towards achieving your project objectives.
- In addition to your project manager, I will be available for guidance and troubleshooting at any time.

Thank you for all that you do.

Sincerely,

Natasha Udu-gama, Ph. D.

Manager, Community and International Relations

nudu-gama@agu.org

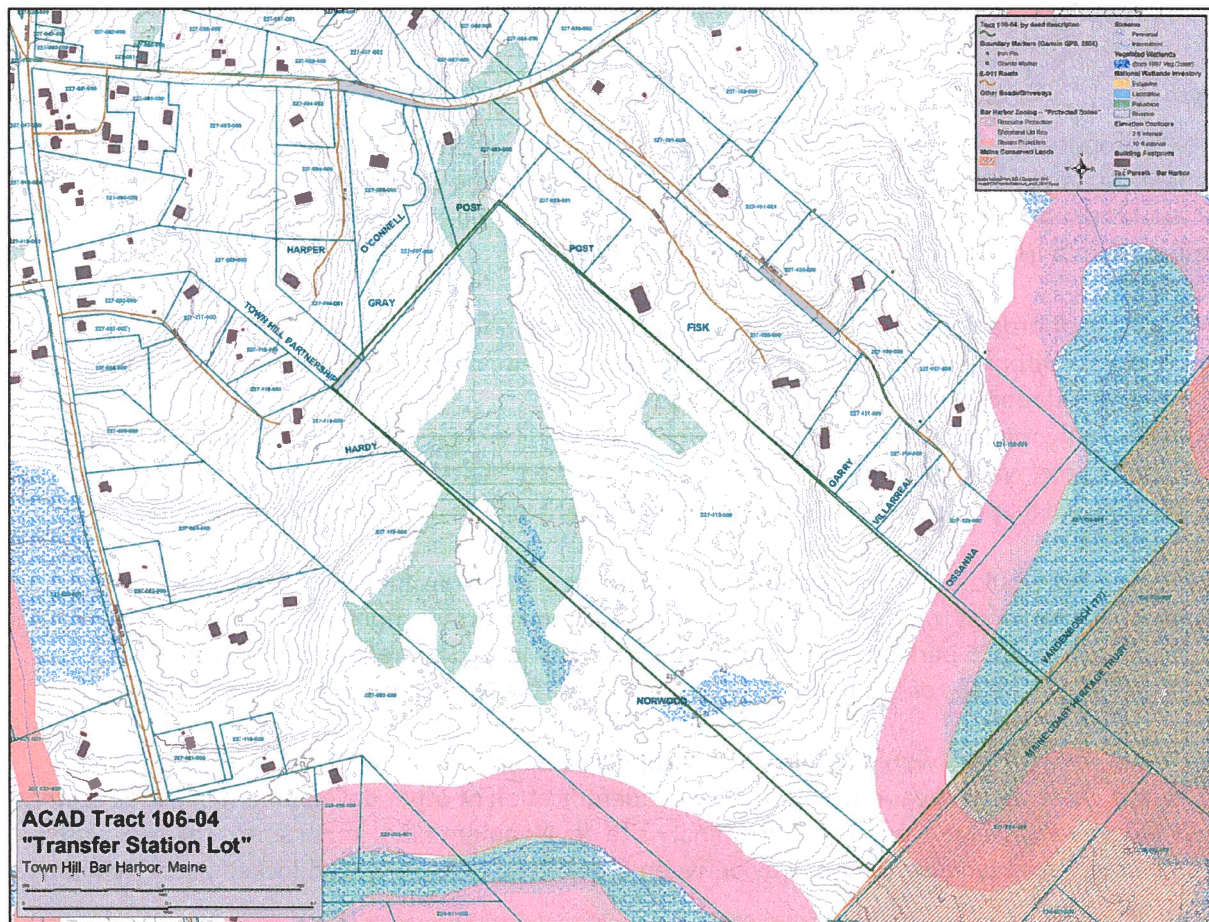
(202) 777-7304

NEW BUSINESS

Acadia National Park
Proposed Use of Town Hill Parcel for Workforce Housing
September 14, 2021

Introduction

The National Park Service (NPS) acquired an undeveloped parcel (55.3 acres) located off Crooked Road in the village of Town Hill in Bar Harbor, Maine, as a donation from John D. Rockefeller, Jr. in 1960, as an addition to Acadia National Park. In 1986, Federal legislation establishing a permanent boundary for the park directed the NPS to convey the parcel without monetary consideration to the town of Bar Harbor for use by any town as a solid waste transfer station.



The need for a centralized transfer station for Mount Desert Island (MDI) has since diminished, and the town of Bar Harbor has not acted on the legislation. At the same time, the need for affordable workforce housing has become a universal concern for the towns on MDI. As with other businesses and organizations, the NPS is facing a growing need for permanent and seasonal employee housing on MDI. Typically, the NPS hires about 150 seasonal employees who are vital to the maintenance, interpretation, law enforcement, emergency medical services, fee collection, campground, and resource management operations of the park. For many of these functions, having the employees live locally and be readily accessible to the park is critical.

In response to this issue, [Island Housing Trust](#) (IHT) was founded in 1989 as a nonprofit organization to promote viable, year-round island communities by advancing permanent workforce housing on MDI. IHT fulfills its mission in the following ways:

- Supporting efforts by public and private individuals and organizations to create housing that is affordable to the year-round working population of MDI.
- Promoting and seeking to establish public and private partnerships that result in the creation of both rental and home ownership opportunities that enable the year-round workforce to live in MDI's four communities.
- IHT works with other public and private partners to ensure that workforce housing on MDI remains affordable into the future. Dwelling units are protected by covenants that are enforced in perpetuity.

Proposal

The NPS proposes to work with the towns and other stakeholders on MDI to develop a plan to use the Town Hill parcel for affordable year-round and seasonal workforce employee housing. In concept, the NPS would retain 10 to 15 acres, and the remaining land would be conveyed without monetary consideration to IHT. The intent of the proposal would be to:

- Provide affordable year-round and seasonal workforce housing for eligible residents.
- Ensure environmentally sensitive and sustainable development, including the application of residential rooftop and ground mounted solar panels.
- Allow other appropriate uses that enhance residential use (e.g., playground, community garden, open space, walking/biking paths, pet area, picnic area/shelter).
- Engage neighbors to help make the housing compatible with the Town Hill community.

The NPS and IHT would work with stakeholders, including the towns of Bar Harbor, Mount Desert, Southwest Harbor, and Tremont, to refine the proposal and identify a more specific plan for its development. The 1986 park boundary legislation would need to be amended through an act of Congress to allow the use of the parcel for housing and for the NPS to retain a portion of the parcel.

As an initial step, the NPS would obtain a legal property description and site inventory of the parcel (including a wetlands delineation, soil survey, and identification of other development constraints) that would serve as a basis for preparing a preliminary site development plan. Importantly, the NPS would need to identify and secure a right of way between Crooked Road and the land-locked parcel to allow ingress/egress.

Background

1960 – The NPS acquires the land from John D. Rockefeller, Jr. on November 29, 1960, which he bequeathed along with other real property for “the purpose of the extension or improvement of Acadia National Park.”

1978 – Superintendent’s Annual Report: Major efforts to develop solution to solid waste disposal on the island working with MDI League of Towns in anticipation of landfill in Southwest Harbor being completed in seven years hence.

1981 – Superintendent’s Annual Report: Water quality testing by USGS determines that the landfill in Southwest Harbor is polluting Marshall Brook as a result of leachate. Acadia begins using a DEP approved landfill off island starting January 1, 1982, and MDI League of Towns hires consultant to identify alternatives for solid waste disposal.

1984 – Superintendent’s Annual Report: Continued involvement in trying to solve solid waste management problem on the island while the landfill in Southwest Harbor is pending closure.

1985 – Superintendent’s Annual Report: EPA issues order requiring Worcester Associates to stop leachate discharge into Marshall Brook.

1986 – Public Law 99-420 (100 Stat. 955), September 25, 1986, established the permanent boundary for the park as depicted on the map entitled “Acadia National Park Boundary Map” (No. 123-80011, May 1986) to protect and conserve the land and water resources, and facilitate the administration of the park.

1990 – Local interest in using the parcel for “affordable housing for year-round island residents” and as the site for a new island-wide middle school. NPS seeks input from island towns, which have mixed response, and seeks legal advice from Northeast Regional Solicitor.

2002 – Bar Harbor Housing Authority and Mount Desert Community Trust renew interest in using parcel for “year-round and seasonal workforce housing.”

2003 – Bar Harbor Town Council votes in favor of transferring the parcel to the Bar Harbor Housing Authority for an “affordable housing project.”

2004 – Bar Harbor Town Council dismisses a request from Acadia Disposal District to establish a transfer station on the parcel.

2007 – Acadia Disposal District deems the parcel to be unsuitable as a location for a solid waste transfer station due to abutting residential use, traffic conditions, and zoning constraints.

2008 – Abutting parcel over which the right of way is located is subdivided (Phillips-Gray Subdivision, SD-07-04).

2012 – Town of Bar Harbor and Acadia Disposal District enter MOU to support federal funding for the Acadia Disposal District to construct a transfer station and for the town to obtain the parcel without monetary consideration or use restrictions.

2019 – Acadia National Park Boundary legislation (Public Law 116-9) fails to include draft language that would have provided “\$350,000 to a regional consortium established by law for the purpose of improving the management of the disposal and recycling of solid waste and composed of municipalities on as well as near Mount Desert Island.”

Public Law 99-420 (100 Stat. 955) - September 25, 1986

Senate Committee on Energy and Natural Resources Report on S. 720 (99-198), November 22, 1985, stated the need for a solid waste transfer station is “increasingly imperative” because the existing facility

in Southwest Harbor, which is used by three of the four towns on Mount Desert Island, is not compliant with state standards and has been cited by EPA for Clean Water Act violations. Federal funding was justified for the construction because Acadia National Park generated 5 – 10% of the solid waste processed by the Bar Harbor transfer station at that time.

Applicable Section of Public Law 99-420: Section 102(f) – Notwithstanding any other provision of this section, land depicted on the map identified as 4DBH, located in the village of Town Hill, Maine, shall be conveyed by the Secretary without monetary consideration, to the town of Bar Harbor, Maine, as soon as practicable following the enactment of this Act, subject to such terms and conditions, including appropriate reversionary provisions, as will in the judgment of the Secretary provide for the development and use of such property by any town which so desires as a solid waste transfer station in accordance with a plan that is satisfactory to the town and the Secretary. The Secretary shall (subject to the availability of prior appropriations) contribute toward the cost of constructing such transfer station the lesser of (1) \$350,000, or (2) 50 per centum of the cost of such construction.

In response to inquiries from the NPS, the Northeast Regional Solicitor provided written comments concerning this section in 1995, 2002, and 2012. The Regional Solicitor confirmed that the property can only be conveyed to the town of Bar Harbor and can only be used as a solid waste transfer station, which may be “subject to some flexibility in definition.” Any diversion from these provisions would require new legislation. If the town declines to accept ownership of this tract for use as a solid waste transfer station, the land would remain federal property and could be used by the NPS for “any purpose deemed appropriate.”

In addition, the Regional Solicitor explained that this tract is not subject to Section 102(d)(2), which states, “Federally owned property under jurisdiction of the Secretary referred to in paragraph (1) of this subsection shall be conveyed to the towns in which the property is located without encumbrance and without monetary consideration, except that no town shall be eligible to receive such lands unless lands within the Park boundary and owned by the town have been acquired by the Secretary.”

Access to Town Hill Parcel

John D. Rockefeller, Jr. acquired the parcel from Philip C. Hamlin and Clarice H. Hamlin on March 27, 1956 (Book 783, Page 399). The deed from John D. Rockefeller, Jr. to the USA (Book 876, Page 47) dated November 29, 1960, included a right to access to the property from Crooked Road described as, “a right of way for all purposes of a way over land of Philip C. Hamlin and Clarice H. Hamlin from the above described premises to the road leading from Town Hill to Hulls Cove.” Since that time, the Hamlin property has been subdivided and conveyed to multiple owners who, in some cases, have constructed buildings and other infrastructure on their land. The NPS has not obtained a legal survey of the parcel, and the right of way has not been established on the ground so the parcel remains landlocked.

Status of Workforce Housing on MDI

In November 2018, IHT released the *Housing Needs Analysis and Assessment: Mount Desert Island, ME*, which was prepared by Camoin Associates. The key findings of the assessment are as follows:

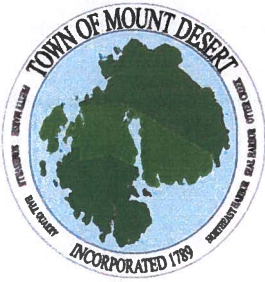
1. *Homeownership affordability is a challenge.* Median incomes in the four MDI communities ranged from about \$46,000 in Tremont and Southwest Harbor to \$53,000 in Bar Harbor and \$70,000 in Mount Desert. Meanwhile, the income needed to afford a median-price home in the towns on MDI ranged from \$70,000 in Tremont to nearly \$100,000 in Bar Harbor and Mount Desert. Over

78% of MDI households were unable to afford the median home in their respective towns, and over 84% of homes sold on the Island in 2017 were unattainable to median-income households. When comparing data from 2016 and 2000, the impacts of rising home values on affordability are clear. Since 2000, the median home values for MDI towns more than doubled, while incomes rose between 31% and 65%, depending on the town.

2. *The year-round housing stock is shrinking, while the number of seasonal housing units grows.* In 2016, the seasonal population on MDI was around 7,000. This represents an increase of about 900 people in the 5 years between 2011 and 2016. During that same time, the number of seasonal units increased by 272, while the number of year-round units decreased by 111. About 36% of housing units on MDI and 34% of units in Hancock County are seasonal units. This is roughly double the share of seasonal units in Maine (17%) and dramatically above the national share (4%).
3. *The population is aging.* Limited options for affordable year-round housing mean fewer young families, declining public school enrollment, and accelerated aging of the Island's population. The largest year-round age groups on MDI in 2016 were in the 50 to 70 range, skewing older than Maine and the U.S. At the same time, the Island has a notably small concentration of young adults of home-buying age, particularly 25 to 29-year-olds. MDI also has a relatively small school-age population, and school enrollment in the Mount Desert Island Regional School System has declined by 2% over the last 5 years. Considering only the Island's on-Island schools, enrollment has fallen by 7%.
4. *A rise in short-term vacation rentals continues to constrict the supply of year-round rental housing, putting upward pressure on housing costs.* Over the three years between April 2015 and April 2018, the number of Airbnb listings on MDI grew from 11 to 111, a tenfold increase. Over the last year, the average nightly rate for an "entire place" listing on Airbnb was about \$145, reaching \$175 during peak times. Often times a homeowner can obtain a higher profit from short-term vacation rentals than from renting to a local resident. This creates an incentive to rent to vacationers over year-round residents, thereby limiting the supply of year-round rental options. While Airbnb listings account for a small number of MDI's housing stock, sustained growth in Airbnb and other short-term vacation rentals could increasingly impact housing affordability on the Island.
5. *Housing affordability challenges make it difficult for employers to attract and retain workers.* Over half (54%) of MDI workers commute onto the Island for work. About 78% of respondents to the employer survey conducted for this analysis agreed or strongly agreed that finding affordable housing is a major challenge for their employees, and 60% agreed or strongly agreed that the lack of affordable housing options negatively impacted their business. This commuter dynamic can impact traffic, the environment, and overall community culture.

Town of Bar Harbor Property Database

- Tax Map 227-112-000 (previously 13C-000-035)
- 50 acres
- Assessed value as of 2021 is \$421,800
- Zoning Districts: Town Hill Rural, Shoreland Limited Residential, Resource Protection



Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5743 Fax 207-276-5742
www.mtidesert.org director@mtidesert.org

MEMO

To: Durlin Lunt, Town Manager
Re: Winter Sand Bids

From: Tony Smith, Public Works Director
Date: September 27, 2021

On September 27, 2021, as scheduled, we opened bids for 2,500 cubic yards of winter sand for the FY-22 winter season. This is the same amount we bid as last year. We requested bids from three area contractors this year and received one bid, that being from Harold MacQuinn, Inc. for \$11.50 per cubic yard. Last year's low price, also submitted by MacQuinn, was \$9.90 per cubic yard. The sample we collected at their source this year met both the visual inspection and the lab specifications.

Recommendation: Based on our successful experience with them and the information presented above, I recommend we purchase our FY-22 winter sand from Harold MacQuinn, Inc. at a price of \$11.50 per cubic yard delivered. As we have done in the past, if we can handle more than the 2,500 cubic yards in our storage area, we will purchase more from them. Thank you for consideration of my recommendation.

Following is a summary of our winter sand pricing since FY-07.

Yr.	Fiscal Year	No. of Bids	Low Bid \$Price/CY	High Bid \$Price/CY
1	FY-07	4	8.49	9.25
2	FY-08	4	8.55	9.25
3	FY-09	3	7.00	8.70
4	FY-10	3	6.44	8.55
5	FY-11	2	6.84	7.00
6	FY-12	2	6.80	8.50
7	FY-13	3	7.70	8.80
8	FY-14	2	7.44	9.00
9	FY-15	1	8.44	NA
10	FY-16	2	7.90	10.00
11	FY-17	2	9.20	11.00
12	FY-18	1	8.70	NA
13	FY-19	1	9.00	NA
14	FY-20	1	9.75	NA
15	FY-21	1	9.90	NA
16	FY-22	1	11.50	NA

Cc. Claire Woolfolk, Town Clerk; Jennifer McWain, Deputy Clerk
Jake Wright, Finance Director; Ben Jacobs, Highway Superintendent

Town Clerk

From: Tony Smith
Sent: Thursday, September 30, 2021 1:56 PM
To: Durlin Lunt
Cc: Town Clerk
Subject: For BOS of 10-4-21.
Attachments: 9-29-21-Nom form for next term.pdf

Please include this e-mail as my cover sheet with the document to be put in the New Business agenda section of the BOS meeting of 10-4-21.

Enclosed is the "MRC Board of Directors Nomination Form" and cover memo for the Consent Agenda. The term covered by this election is January 1, 2022 thru December 31, 2024. My term ends December 31, 2022. If the Selectboard has anyone they want to nominate for this election, they can do so on the nomination form. If they do not, they do not have to do anything.

Thank you.

Tony Smith, Public Works Director
Chairman, Acadia Disposal District
Town of Mount Desert
P.O. Box 248
Northeast Harbor, Maine 04662
Tel. 207-276-5743
Fax. 207-276-5742
director@mtdesert.org
God Bless America



To: MRC Membership
From: Michael Carroll, MRC Executive Director
Date: September 16, 2021
RE: MRC Board of Directors Nomination Form

The MRC is seeking nominations for election of three (3) Directors to serve on the MRC Board of Directors for three-year terms. Please find enclosed a nomination form for candidates to serve on the MRC Board of Directors. Candidates receiving the three highest number of votes in the upcoming election will fill three seats whose terms expire on December 31, 2021. The three-year terms of office will run from January 1, 2022 through December 31, 2024

Eligible individuals must be an elected or appointed official, an employee, or legal resident of a Member Community. The MRC Bylaws limit the slate of candidates to the first nine nominations received. Nominees are placed on a slate of candidates for election by a vote of the MRC membership. MRC Board members are elected to serve the membership at large. Current MRC Board members whose terms expire are eligible to be nominated.

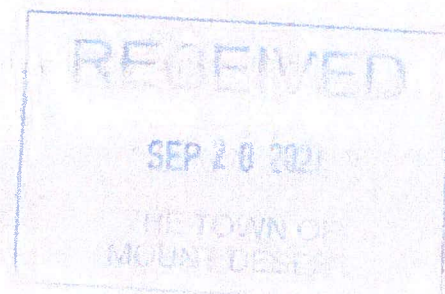
Please complete and return the enclosed form if your municipality wishes to nominate an individual for consideration of placement on the slate of candidates. The Board of Directors is a highly active decision and policy-making body for the organization that will be completing the transition to continue the organization's mission and purpose through its relationship with the waste processing facility in Hampden.

The Annual Meeting will be held sometime in December, which will be announced at a later date. If potential candidates have questions concerning the Board of Directors' duties, please contact a current member of the MRC Board of Directors or Michael Carroll Executive Director at (207) 664-1700.

The deadline for submitting a nomination form is October 16, 2021. An annual election ballot with the final slate of candidates will be prepared and mailed to all MRC Members after the MRC Board of Directors meeting on October 27, 2021. Please contact Michael Carroll with any questions you may have on the nomination process, at (207) 664-1700 or execdirector@mrcmaine.org

Michael Carroll

Municipal Review Committee
Executive Director



■ 207-664-1700
■ info@mrcmaine.org
■ excedirector@mrcmaine.org



20 Godfrey Drive ■
Orono, Maine 04473 ■
www.mrcmaine.org ■

**MUNICIPAL REVIEW COMMITTEE, INC.
BOARD OF DIRECTORS NOMINATION FORM
TO FILL THREE BOARD MEMBER SEATS
TERM JANUARY 01, 2022 to DECEMBER 31, 2024**

Submitted by MRC Member: _____ Date _____
(Town/City/County/Regional Association)

Nominee Name: _____

Circle and list all that apply to the Nominee for questions 1. through 3. below:

1 YES / NO – Legal Resident of MRC Member: _____

2 YES / NO - Elected or Appointed Official of MRC Member: _____

3 YES / NO – Employee of MRC Member: _____

Mailing Address: _____

Telephone: _____ FAX: _____ Email: _____

- **Attach a five hundred word or less biography provided and signed by the nominee.**

REMINDER: The final slate is limited to the first nine (9) nominations received.

Please return this form by email on or before **October 16, 2021** to:

excedirector@mrcmaine.org



Town of Mount Desert
Michael Bender, Fire Chief, Emergency
Management Director
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5111 Fax 207-276-5732
Web Address www.mtdesert.org
firechief@mtdesert.org

Memo

To: Durlin Lunt, Town Manager

From: Mike Bender, Fire Chief

CC:

Date: September 27, 2021

Re: Authorization to Enter into Contract with Maine Maritime Academy

I would like to request approval from the Board of Selectman to enter into contract with the Maine Maritime Academy (MMA) to provide our breathing air cascade and compressor vehicle in support of their fire training program, and request authorization for the Fire Chief to sign the approved contract on behalf of the Mount Desert Fire Department.

The Director of Fire Training for the MMA has asked if we could provide our Breathing Air Supply truck to support their school's fire training program which is conducted at the Ellsworth Training Center in Hancock. Terms of the contract state we would provide the vehicle with at least one operator for approximately 6 to 8 hours on the dates listed in Attachment A of the contract. MMA will be reimbursing the Town \$700.00 for this service. This fee will cover the costs of operator(s) wages (both on-call or full-time staff), vehicle fuel and use of the vehicle. The contract dates are from 10/1/2021 to 12/31/2021 with the agreed date of use listed in Attachment A of the contract.

Thank you.

**MAINE MARITIME ACADEMY
CONTRACT FOR SERVICES**

This Contract entered into by and between Maine Maritime Academy, hereinafter referred to as the "Academy", and **Mount Desert Fire Department** of 21 Sea Street, Northeast Harbor, Maine 04662, hereinafter referred to as "Contractor".

WHEREAS, the Academy desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the Academy;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work** : The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term** : This Contract shall commence on **10/1/2021** and shall terminate on **12/31/2021**, unless terminated earlier as provided in this Contract. This Contract may also be extended if agreed upon by both parties.
3. **Payment** :
 - A. The total of all payments made against this contract shall not exceed \$2800 as specified in **Attachment A**. Any expenses not listed here will not be reimbursed.
 - B. All invoices will be approved by the **Director of Fire Training** or his/her designee. They will be paid upon receipt following the necessary approval.
 - C. Reimbursement for travel:

No travel will be reimbursed
 - D. No Other expenses shall be reimbursed.
4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the Academy shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
5. **Obligations Upon Termination**: Any materials produced in performance of this agreement are the property of the Academy and shall be turned over to the Academy upon request. The Academy shall pay the Contractor for all services

performed to the effective date of termination subject to offset of sums owed by the Contractor to the Academy.

6. **Conflict of Interest:** No officer or employee of the Academy shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the Academy shall have any interest, direct or indirect, in this contract or proceeds thereof.
7. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
8. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the Academy.
9. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** Richard Rosen, VP for Financial & Institutional Services for MMA, shall be the Academy's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The Academy encourages the employment of qualified individuals with disabilities.
12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the Academy, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the Academy may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor:** Contractor is an independent contractor of the Academy, not a partner, agent or joint venturer of the Academy and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the Academy, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to Academy's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the Academy with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the Academy and shall be turned over to the Academy upon request.
16. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the Academy prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Academy, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy

the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the Academy, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with Academy funds shall vest with the Academy. The Contractor shall at all times obtain the prior written approval of the Academy before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the Academy shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the Academy.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** Attachment B if applicable, hereby incorporated by reference.

24. Signatures:

FOR MAINE MARITIME ACADEMY:

BY: _____
(signature)

Name: Richard Rosen
(print or type)

Title: VP for Finance and Institutional
Services

Telephone: 207-326-2447

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Attachment A

Specifications of Work

The Contractor will provide a mobile Cascade/Air Compressor truck with DHHS license and a qualified operator for the Academy's Live Fire Training. The rate for a full day's use will be \$700/day. The full day shall start at 0700 and end at the completion of the scheduled training evolutions.

The operator will be deemed qualified by the Contractor.

Initial Date for providing this service are as follows are as follows:

- 10/23/21

*Additional Dates to be agreed upon between the Academy's Fire Training Director or designee and the Contractor's Fire Chief or designee.

Attachment B

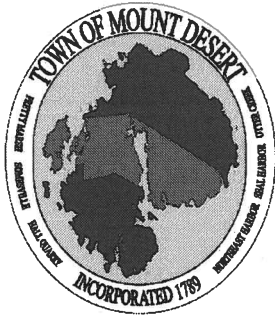
Contractor's Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

The Contractor agrees it will maintain in full force and effect a general liability insurance policy covering the obligations undertaken by It under this agreement. A copy of the certificate of liability insurance shall be provided to the Academy.

Certificates of required insurances and/or Independent Subcontractor Verification Forms (as required) shall be on file prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance coverages and limits required under this section and such insurance has been approved by the Academy; nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required by subcontractors have been so obtained and approved by the Contractor.



Town of Mount Desert

John B. Macauley Chair Selectboard
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5531 Fax 207-276-3232

Web Address www.mtidesert.org

jmacauley@mtidesert.org

September 21, 2021

Honorable Janet Mills
Governor State of Maine
Office of the Governor
1 State House Station
Augusta, Maine 04333-0001

Dear Governor Mills.

The Selectboard of the Town of Mount Desert wishes to convey its vehement opposition to the proposal from American Aquafarms to build an industrial sized fish farm in Frenchman Bay. We oppose this not because we are against aquaculture in general, but because the scope of such an undertaking would be ruinous to our island community.

We oppose American Aquafarms intent to build the world's largest full-cycle aquaculture facility which is expected to employ semi-closed containment pens on 120 acres. As I am sure you are aware, each of these pens is 150 feet wide, and are expected to generate 66 million pounds of salmon annually. This activity will have a profound negative impact on our greatest resource: the natural beauty of Frenchman Bay, which is bound on two sides by Acadia National Park. Our coastal environment is already in jeopardy due to the clear and present danger of climate change, and a project of this scope would be devastating.

We know that such a massive project will forever change the intrinsic natural qualities that make Frenchman Bay a beloved national treasure and will threaten our local commercial fishery and the livelihoods of our citizens. Ocean based salmon farming on this scale is environmentally unsound and would have a profound negative impact on the ecology of Frenchman Bay and beyond. The pollution from fish waste, transfer of disease and sea lice to wild fish, and use of chemicals that impact wild marine life would be unacceptable under any circumstances. In addition, escaped farm fish may change the genetics of wild salmon populations.

We ask you, in your capacity as Governor of the State of Maine to use your legal and moral authority to preserve and protect the marine life, clear cold waters, and clean air of Frenchman Bay and adjacent waters for the current generation and for generations to come.

Sincerely,

John B. Macauley, Ph.D.

Chair- Mount Desert Selectboard _____

Matthew Hart

Vice Chair- Mount Desert Selectboard _____

Wendy Littlefield

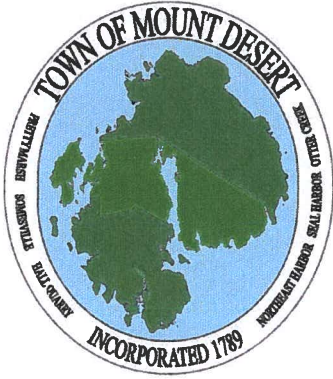
Secretary- Mount Desert Selectboard _____

Martha Dudman _____

Mount Desert Selectboard

Geoffrey Wood _____

Mount Desert Selectboard



Town of Mount Desert

Jake Wright, Finance Director
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5531 Fax 207-276-3232

Web Address www.mtdesert.org
financedirector@mtdesert.org

Board of Selectmen,

In line with past practice, and at the request of various department heads, I request approval to carryforward unexpended FY 21 amounts to the FY 22 budget for the following account numbers in the following amounts:

- 1770100-54540 Community Development - \$4,000 – Requested by: Town Manager, Durlin Lunt
- 1220440-53900 Planning Board Scenic Vistas / Steep Slopes - \$35,677.00 – Requested by: Code Enforcement Officer, Kim Keene

Thank you,

Jake Wright

Finance Director

TREASURER'S WARRANTS

Warrants for BOS Agenda:

BOS Agenda:

10/4/2021

	Description	#	Date	Amount
A. Warrants to be Approved and Signed:				
	Town Invoices	AP#2182	10/05/21	\$ 3,240.00
		AP#2218	10/05/21	\$ 137,981.71
				<u><u>\$ 141,221.71</u></u>
B. Authorized Warrants to be Signed: (Wendy needs to abstain)				
(Prior Electronic or Manual Authorization)				
	Town State Fees & P/R Benefits			
		AP#2216	09/22/21	\$ 77,874.99
		AP#2217	09/15/21	\$ 3,838.78
	Town Payroll			
		PR#2208	09/03/21	\$ 116,453.96
				<u><u>\$ 198,167.73</u></u>
C. Warrants to be Acknowledged:				
	School Invoices			
	School Payroll			
		#07	10/01/21	\$ 87,799.90
				<u><u>\$ 87,799.90</u></u>
TOTAL WARRANTS FOR BOS MEETING				<u><u>\$ 427,189.34</u></u>

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2182

CHECK DATE: October 5, 2021

CHECK NUMBER:	<u>315635</u>	through	<u>315635</u>	\$	<u>3,240.00</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	and	<u>N/A</u>	\$	<u>-</u>	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 3,240.00

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Wendy H Littlefield, Secretary



09/29/2021 15:28 | Town of Mount Desert | P 1
69051you | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 100 | 10100 | Ckg-BH General Fund 8066 | INVOICE | INV DATE | PO | WARRANT | NET
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE DTL DESC

315635 10/05/2021 PRD 2723 NEW ENGLAND BIOASSAY INC 2553 06/30/2021 AP2182 3,240.00
Invoice: 2553 3,240.00 1550552 54600 2021 Annual WET Testing NEH, SH, SV WWTps-EM
OUTSIDE LAB/TESTING

CHECK 315635 TOTAL: 3,240.00

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 3,240.00

COUNT AMOUNT
TOTAL PRINTED CHECKS 1 3,240.00

*** GRAND TOTAL *** 3,240.00

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

P 3
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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100	General Fund	2021	12	255	06/30/2021			
	100-10100					Ckg-BH General Fund		3,240.00
	100-20000					Accounts Payable	3,240.00	
						FUND TOTAL	3,240.00	3,240.00

** END OF REPORT - Generated by Lisa Young **

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2218

CHECK DATE: October 5, 2021

CHECK NUMBER: <u>315637</u>	through	<u>315685</u>	\$ <u>104,352.98</u>	Check payments
CHECK NUMBER: <u>315636</u>	and	<u>315636</u>	\$ <u>180.06</u>	Electronic payments
EFT NUMBER: <u>2054</u>	through	<u>2064</u>	\$ <u>33,448.67</u>	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 137,981.71

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Wendy H Littlefield, Secretary



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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100 Ckg-BH General Fund 8066
TYPE VENDOR NAME

P 1
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INVOICE DTL DESC		INVOICE	INV DATE	PO	WARRANT	NET
2054 10/05/2021 EFT Invoice: 412459	2 A C PARSONS LANDSCAPING & GARDEN 412459	08/31/2021 MAINTENANCE AND WATERING BJ LANDSCAPING SVCS LANDSCAPING SVCS	AP2218			1,946.63
	1,000.00 1552000 55222					
	946.63 1552500 55222					
2055 10/05/2021 EFT Invoice: 4126	2097 TOWN OF BAR HARBOR 4126	09/22/2021 3rd Qtr Admin Assistant Costs PD ADMIN ASSIST (BH)	AP2218			7,431.00
	7,431.00 1440110 54534					
Invoice: 4125	TOWN OF BAR HARBOR 4125	09/22/2021 August 2021 Mutual Aid OT-MA BHPD TO MDPD OT-MA BHPD TO MDPD OT-OSD BHPD EXP PE-MA BHPD TO MDPD	AP2218			6,483.76
	2,320.89 1440110 51500 299					
	1,665.03 1440800 51500 299					
	817.13 2140175 51505					
	1,680.71 1440110 51440 299					
2056 10/05/2021 EFT Invoice: 36687	76 BROWNS COMMUNICATIONS INC 36687	09/15/2021 FCC Renewal SOFTWARE RENEW/LIC FEES	AP2218			80.00
	80.00 1440800 55330					
2057 10/05/2021 EFT Invoice: 382860	792 COASTAL ENERGY 382860	09/09/2021 REPAIR SEAL HARBOR PIER RESTROOM BJ BLDG REPAIR & MAINT	AP2218			115.00
	115.00 1552000 55200					
2058 10/05/2021 EFT Invoice: 6213805	1925 ESCREEN INC 6213805	07/31/2021 Random dot drug screenings TS OUTSIDE LAB/MEDICAL	AP2218			128.50
	128.50 1220800 54600					
Invoice: 6242784	ESCREEN INC 6242784	08/31/2021 Pre-employ drug and phys ts OUTSIDE LAB/MEDICAL	AP2218			64.25
	64.25 1220800 54600					
2059 10/05/2021 EFT Invoice: 20209972	116 HALEY WARD, INC. 20209972	09/15/2021 Main st drain & sewer services ts Construction-Budget	AP2218			3,890.20
	3,890.20 3000039 57710					
	HALEY WARD, INC. 20210073	09/17/2021	AP2218			6,570.40

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

P 3
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CASH ACCOUNT: 100
CHECK NO CHK DATE

10100 Ckg-BH General Fund 8066
TYPE VENDOR NAME

INVOICE
INVOICE DTL DESC

WARRANT

NET

		CHECK		2062 TOTAL:		377.23	
2063	10/05/2021 EFT Invoice: 138042214	1553	ULINE, INC	138042214	08/30/2021 DOGIPOT BAGS BJ GEN REPAIRS & MAINT	AP2218	332.92
	Invoice: 138307543		ULINE, INC	138307543	09/07/2021 Cleaning cloths GENERAL SUPPLIES	AP2218	261.79
	Invoice: 13834790		ULINE, INC	13834790	09/08/2021 HARD HATS AND FIRST AID KITS BJ GEN REPAIRS & MAINT	AP2218	528.00
		CHECK		2063 TOTAL:		1,122.71	
2064	10/05/2021 EFT Invoice: Mileage Reimb.	2768	JACOB D WRIGHT	Mileage Reimb.	09/02/2021 Mileage for workshops on 8.19, 8.20, & 9.2.21 TRAINING	AP2218	160.16
		CHECK		2064 TOTAL:		160.16	
315636	10/05/2021 MANL Invoice: 3314361634	1367	PITNEY BOWES	3314361634	09/21/2021 Lease postage meter POSTAGE		180.06
		CHECK		315636 TOTAL:		180.06	
315637	10/05/2021 PRD Invoice: 56688	1477	ABM MECHANICAL INC	56688	09/13/2021 REPAIRED URINAL BJ BLDG REPAIR & MAINT	AP2218	92.00
	Invoice: 56586		ABM MECHANICAL INC	56586	09/08/2021 SERVICE BJ GEN REPAIRS & MAINT	AP2218	184.00
	Invoice: 56797		ABM MECHANICAL INC	56797	09/20/2021 REPAIRED HEAT PUMP BJ BLDG REPAIR & MAINT	AP2218	184.00
	Invoice: 56792		ABM MECHANICAL INC	56792	09/20/2021 REPAIRED HEAT PUMP TOWN OFFICE BJ BLDG REPAIR & MAINT	AP2218	575.29
	Invoice: 56813		ABM MECHANICAL INC	56813	09/20/2021 REPLACE CONTROL ON URINAL BJ BLDG REPAIR & MAINT	AP2218	849.73

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69051you | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 100 | 10100 | Ckg-BH General Fund 8066 | INVOICE | INV DATE | PO | WARRANT | NET
CHECK NO | CHK DATE | TYPE VENDOR NAME

INVOICE DTL DESC						
Invoice: IB41830	BEAUREGARD EQUIPMENT INC	IB41830	09/28/2021	AP2218	308.53	
	308.53 1550100 55400	SOLENOID BJ GEN REPAIRS & MAINT				
		CHECK	315646 TOTAL:		841.41	
315647 10/05/2021 PRTD Invoice: 09/12-9/16/21	2005 THEODORE B CAKE	09/12-9/16/21	09/16/2021	AP2218	954.09	
	752.20 1440110 54110 201.89 1440110 54140	Meals & Lodging - FBI LEEDA LODGING MEAL ALLOWANCE				
		CHECK	315647 TOTAL:		954.09	
315648 10/05/2021 PRTD Invoice: 2021727	2802 CENTERLINE UTILITIES INC	2021727	09/23/2021	AP2218	1,800.00	
	1,800.00 6010100 55222	utility locate for landscape plan LANDSCAPING SVCS				
		CHECK	315648 TOTAL:		1,800.00	
315649 10/05/2021 PRTD Invoice: G6817CD6E9W0E	117 CLIFTON DOCKS LLC	G6817CD6E9W0E	09/03/2021	AP2218	15.38	
	15.38 6010100 53710	launch boat fuel VEHICLE FUEL				
		CHECK	315649 TOTAL:		15.38	
315650 10/05/2021 PRTD Invoice: 263786CM	819 DARLINGS	263786CM	06/30/2021	AP2218	-78.86	
	-78.86 1550552 55100	Returned Parts TRK#23 Plate, Brackets-EM VEHICLE REPAIR				
		CHECK	315650 TOTAL:		-155.78	
Invoice: 265007CM	DARLINGS	265007CM	06/30/2021	AP2218		
	-155.78 1550552 55100	Returned Parts TRK#15 Stud Kit, Arm-EM VEHICLE REPAIR				
		CHECK	315651 TOTAL:		36.95	
Invoice: 124411	DARLINGS	124411	09/02/2021	AP2218		
	36.95 1220770 55100	CEO Truck rear door handle replacement. VEHICLE REPAIR				
		CHECK	315652 TOTAL:		199.10	
Invoice: 867116	DARLINGS	867116	09/15/2021	AP2218		
	199.10 6010100 55100	truck parts VEHICLE REPAIRS				
		CHECK	315650 TOTAL:		1.41	
315651 10/05/2021 PRTD Invoice: 5894066	858 TEAM EJP BANGOR, ME	5894066	09/09/2021	AP2218	917.90	
	917.90 1550100 53740	CULVERT FITTINGS BJ STORM WATER SUPPLIES				

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100 Ckg-BH General Fund 8066
TYPE VENDOR NAME

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INVOICE DTL DESC	WARRANT	NET
Invoice: 440413		COASTAL AUTO PARTS	440413	50.29 1550100 55400	09/16/2021 BACK-HOE TAP AL GEN REPAIRS & MAINT	AP2218	50.29
Invoice: 440091		COASTAL AUTO PARTS	440091	31.05 1550100 55400	09/15/2021 BACK-HOE THREAD REPAIR KIT AL GEN REPAIRS & MAINT	AP2218	31.05
Invoice: 440893		COASTAL AUTO PARTS	440893	6.94 1550100 55400	06/16/2021 BACK-HOE DRILL BIT AL GEN REPAIRS & MAINT	AP2218	6.94
Invoice: 440992		COASTAL AUTO PARTS	440992	16.49 1550100 55400	09/17/2021 BACK-HOE EXTRACTOR KIT AL GEN REPAIRS & MAINT	AP2218	16.49
Invoice: 443151		COASTAL AUTO PARTS	443151	247.82 1550100 55400	09/22/2021 TRUCK UNDERCOAT AND SAND PADS AL GEN REPAIRS & MAINT	AP2218	247.82
Invoice: 439835		COASTAL AUTO PARTS	439835	55.12 1550100 55400	09/15/2021 BACK-HOE TAP SPOT WELD REMOVER AL GEN REPAIRS & MAINT	AP2218	55.12
Invoice: 444375		COASTAL AUTO PARTS	444375	25.38 1550100 55400	09/24/2021 TRUCK RUST TREATMENT AL GEN REPAIRS & MAINT	AP2218	25.38
Invoice: 443694		COASTAL AUTO PARTS	443694	195.00 1550100 55400	09/23/2021 PARTS BJ GEN REPAIRS & MAINT	AP2218	195.00
Invoice: 443608		COASTAL AUTO PARTS	443608	289.56 1550100 55400	09/23/2021 BATTERIES BJ GEN REPAIRS & MAINT	AP2218	289.56
Invoice: 443912		COASTAL AUTO PARTS	443912	85.99 1550100 55400	09/23/2021 SOCKET SET BJ GEN REPAIRS & MAINT	AP2218	85.99
Invoice: 445681		COASTAL AUTO PARTS	445681	23.05 1550100 55400	09/28/2021 HEX KIT BJ GEN REPAIRS & MAINT	AP2218	23.05
Invoice: 444095		COASTAL AUTO PARTS	444095	-16.49 1550100 55400	09/24/2021 refund on invoice 440992 09/17/21 GEN REPAIRS & MAINT	AP2218	-16.49

CHECK 315667 TOTAL: 1,202.16

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100 Ckg-BH General Fund 8066
TYPE VENDOR NAME

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INVOICE INVOICE DTL DESC INV DATE PO WARRANT NET

CHECK 315674 TOTAL: 1,307.00

315675 10/05/2021 PRD 2129 FIRST NATIONAL BANK 09/20/2021 AP2218 33,875.93
Invoice: DS PMT 10.1.21 DS PMT Due 10.1.21 - loan #3472
30,873.75 700 25019 Bond-2019 GOB Sweeper
-30,873.75 700 37300 FB Debt Service
30,873.75 1880100 58141 Prin-FA Sweeper 2019
3,002.18 1880100 58541 Int-FA Sweeper 2019

CHECK 315675 TOTAL: 33,875.93

315676 10/05/2021 PRD 725 TRANSCO BUSINESS TECHNOLOGIES R1 IN2842942 07/01/2021 AP2218 93.75
Invoice: IN2842942 93.75 1221000 55320 Copier Repair and Maintenance
COPIER LEASE

CHECK 315676 TOTAL: 93.75

315677 10/05/2021 PRD 725 TRANSCO BUSINESS TECHNOLOGIES IN2947239 07/07/2021 AP2218 157.58
Invoice: IN2947239 157.58 1221000 51100 Copier Repair and Maintenance
IT ADMINISTRATOR

Invoice: IN2947838 TRANSCO BUSINESS TECHNOLOGIES IN2947838 07/08/2021 AP2218 1,637.34
1,637.34 1221000 55320 Copier Repair and Maintenance
COPIER LEASE

Invoice: IN2957339 TRANSCO BUSINESS TECHNOLOGIES IN2957339 07/19/2021 AP2218 1,991.55
1,991.55 1221000 55320 Lease Copier and Printers
COPIER LEASE

CHECK 315677 TOTAL: 3,786.47

315678 10/05/2021 PRD 1387 TREASURER, STATE OF MAINE BIL0916210000000077809/16/2021 AP2218 120.30
Invoice: BIL09162100000000778 120.30 1440800 54250 Circuit Charges 09/2021
IT/TECH FEE

CHECK 315678 TOTAL: 120.30

315679 10/05/2021 PRD 2511 TIME WARNER CABLE 09/22/2021 AP2218 30.00
Invoice: 715785550109221 715785550109221 30.00 1221000 55150 1771 Joy Road Communications Tower
CABLE/INTERNET-POLICE DEPT

CHECK 315679 TOTAL: 30.00

315680 10/05/2021 PRD 2512 TIME WARNER CABLE 09/22/2021 AP2218 70.00
Invoice: 715785601092221 715785601092221 70.00 1221000 55150 1771 Internet Otter Creek Communications Tower
CABLE/INTERNET-POLICE DEPT

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 CLERK: 69051you

YEAR PER JNL	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 4	23								
APP 100-20000	10/05/2021	AP2218	LLY			Accounts Payable		117,494.69	
APP 100-10100	10/05/2021	AP2218	LLY			AP CASH DISBURSEMENTS JOURNAL			137,981.71
APP 200-20000	10/05/2021	AP2218	LLY			Ckg-BH General Fund 8066			
APP 300-20000	10/05/2021	AP2218	LLY			AP CASH DISBURSEMENTS JOURNAL		817.13	
APP 400-20000	10/05/2021	AP2218	LLY			Accounts Payable		4,242.60	
APP 600-20000	10/05/2021	AP2218	LLY			AP CASH DISBURSEMENTS JOURNAL		6,570.40	
	10/05/2021	AP2218	LLY			Accounts Payable		8,856.89	
						GENERAL LEDGER TOTAL		137,981.71	137,981.71
APP 100-35020	10/05/2021	AP2218	LLY			DTF-SPEC REV		817.13	
APP 200-35010	10/05/2021	AP2218	LLY			DT Gen fund			817.13
APP 100-35030	10/05/2021	AP2218	LLY			DTF-CAP IMP		4,242.60	
APP 300-35010	10/05/2021	AP2218	LLY			DT Gen fund			4,242.60
APP 100-35040	10/05/2021	AP2218	LLY			DT-TRUST		6,570.40	
APP 400-35010	10/05/2021	AP2218	LLY			DT Gen fund			6,570.40
APP 100-35060	10/05/2021	AP2218	LLY			DT-MARINA		8,856.89	
APP 600-35010	10/05/2021	AP2218	LLY			DT Gen fund			8,856.89
						SYSTEM GENERATED ENTRIES TOTAL		20,487.02	20,487.02
						JOURNAL 2022/04/23 TOTAL		158,468.73	158,468.73



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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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apcsbdsb

FUND	DUE TO	DUE FROM
100 General Fund	20,487.02	817.13
200 Special Revenue		4,242.60
300 Capital Projects		6,570.40
400 Investment Trusts-Reserves		8,856.89
600 Marina		
TOTAL	20,487.02	20,487.02

** END OF REPORT - Generated by Lisa Young **

TOWN OF MOUNT DESERT
BMV, STATE & PR ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2216

CHECK DATE: September 22, 2021

CHECK NUMBER:	<u>315633</u>	through	<u>315633</u>	\$	<u>5,348.45</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Electronic payments
EFT NUMBER:	<u>2053</u>	through	<u>2053</u>	\$	<u>72,526.54</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 77,874.99

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Lisa Young

From: Matthew Hart <matt@theneighborhoodhouse.com>
Sent: Thursday, September 23, 2021 10:20 AM
To: Lisa Young
Subject: Re: Warrant AP#2216 State Fees/Payroll Benefits

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Lisa,

I approve AP Warrant #2216.

Thanks,
Matt

Matthew Hart

Community Relations Director
The Neighborhood House | 207-276-5039
End of Main Street | Northeast Harbor, ME

From: Lisa Young <financeclerk@mtdesert.org>
Date: Wednesday, September 22, 2021 at 3:45 PM
To: Geoffrey Wood <gwood@mtdesert.org>, "jbmacauley3@gmail.com" <jbmacauley3@gmail.com>, Martha Dudman <martha.dudman@gmail.com>, Matt Hart <matt@theneighborhoodhouse.com>
Cc: Jake Wright <financedirector@mtdesert.org>
Subject: Warrant AP#2216 State Fees/Payroll Benefits

Good Evening!

Attached is Accounts Payable Warrant #2216 (for Payroll and/or State Fees) in the amount of \$77,874.99 for your approval.

Please indicate your authorization to release the funds for this warrant by approving or rejecting.

I will "reply to all" when the first approval comes in so that you know that we have the one required email approval.

Thank you!

Lisa Young

TOWN OF MOUNT DESERT
BMV, STATE & PR ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2217

CHECK DATE: September 29, 2021

CHECK NUMBER:	<u>315634</u>	through	<u>315634</u>	\$	<u>3,838.78</u>	Check payments
CHECK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Electronic payments
EFT NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	ACH Payments
EFT or CK NUMBER:	<u>N/A</u>	through	<u>N/A</u>	\$	<u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 3,838.78

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Lisa Young

From: Geoffrey Wood
Sent: Wednesday, September 29, 2021 12:02 PM
To: Lisa Young
Subject: Re: Warrant AP#2217 & PR#2208 Approval Request

Hello Lisa,

I approve the warrants attached, #2317 and #2208.

Geoff

Get [Outlook for iOS](#)

From: Lisa Young <financeclerk@mtdesert.org>
Sent: Tuesday, September 28, 2021 3:24:27 PM
To: Geoffrey Wood <gwood@mtdesert.org>; jbmacauley3@gmail.com <jbmacauley3@gmail.com>; Martha Dudman <martha.dudman@gmail.com>; Matt Hart <matt@theneighborhoodhouse.com>
Cc: Jake Wright <financedirector@mtdesert.org>
Subject: Warrant AP#2217 & PR#2208 Approval Request

Good Afternoon!

Attached are the following warrants for approval:

Accounts Payable	#2217	total of	\$3,838.78
Payroll	#2208	total of	\$116,453.96

Please indicate your authorization to release the funds for these warrants by approving or rejecting.

I will "will reply to all" when the first approval comes in so that you know that we have the one required email approval.

Thank you!

Lisa Young



Lisa Young,
Finance Clerk, Tax Collector
Town of Mount Desert
(207) 276-5531 (T) (207) 276-3232 (F)

TOWN OF MOUNT DESERT

PAYROLL WARRANT

WARRANT PR# 2208

CHECK DATE: October 1, 2021

ADVICE NUMBERS: 12981 through 13032

CHECK NUMBERS: 65303 through 65315

TOTAL DISBURSEMENTS: \$ 116,453.96

This is to certify that there is due and chargeable to the appropriations listed above
the sum set against each name and you are directed to pay unto the parties
named in this schedule.

Selectmen:

John B Macauley, Chairman

Martha T Dudman

Matthew J Hart, Vice Chairman

Geoffrey V Wood

Mount Desert School Department

PAYROLL WARRANT REGISTER

Report # 15634

Include Authorization Codes: Yes
 Batch: 10535
 Check Dates: (Earliest) - (Latest)
 Cash Account Number:
 Minimum Check Amount: \$0.00
 Sorted By: Check Number

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
	10/01/2021	IRS	INTERNAL REVENUE SERVIC		12,897.44	12,897.44	0.00	0.00	
	10/01/2021	STAT	TREASURER, STATE OF MAIN		3,809.00	3,809.00	0.00	0.00	
47552	10/01/2021	506	HANNAH E. AVERILL	1	945.40	759.42	0.00	759.42	
47553	10/01/2021	495	ASHLEY GRAVES	1	375.00	346.31	0.00	346.31	
47554	10/01/2021	149	MARIAH D. BAKER	1	1,980.76	1,583.56	1,583.56	0.00	
47555	10/01/2021	11	KELLY S. BEAULIEU	1	2,526.92	1,653.59	1,653.59	0.00	
47556	10/01/2021	463	RENE L. BECKER	1	1,716.44	1,276.05	1,276.05	0.00	
47557	10/01/2021	266	JULIANNA R. BENNOCH	1	2,632.69	1,939.75	1,939.75	0.00	
47558	10/01/2021	491	SANDRA G. BOYCE	1	1,293.96	1,051.27	1,051.27	0.00	
47559	10/01/2021	314	ANDREW J. CARLSON	1	1,757.69	1,251.11	1,251.11	0.00	
47560	10/01/2021	18	JANICE P. CARROLL	1	1,408.47	1,024.99	1,024.99	0.00	
47561	10/01/2021	337	AMBER G. CHARRON	1	2,166.84	1,498.42	1,498.42	0.00	
47562	10/01/2021	91	JUDITH CULLEN	1	2,103.84	1,529.98	1,529.98	0.00	
47563	10/01/2021	499	BOBBIE JO DAY	1	1,798.40	1,241.92	1,241.92	0.00	
47564	10/01/2021	308	Gloria A. Delsandro	1	3,961.65	2,843.45	2,843.45	0.00	
47565	10/01/2021	504	CRISTINA DEVORA	1	1,634.61	1,066.72	1,066.72	0.00	
47566	10/01/2021	43	SARAH R. DUNBAR	1	2,132.69	1,573.59	1,573.59	0.00	
47567	10/01/2021	505	HALEY ESTABROOK	1	1,719.23	1,230.77	1,230.77	0.00	
47568	10/01/2021	52	WANDA J. FERNALD	1	2,526.92	1,630.94	1,630.94	0.00	
47569	10/01/2021	146	CECILIA R. GARRITY	1	1,287.09	742.15	742.15	0.00	
47570	10/01/2021	63	HEATHER M. GRAVES	1	2,450.00	1,548.00	1,548.00	0.00	
47571	10/01/2021	65	GAYLE M. GRAY	1	2,526.92	1,773.90	1,773.90	0.00	
47572	10/01/2021	331	RUSSELL W. GRAY	1	1,465.68	1,214.29	1,214.29	0.00	
47573	10/01/2021	92	ABIGAIL A. HARMON	1	1,628.68	1,119.58	1,119.58	0.00	
47574	10/01/2021	595	WILLIAM HERRMANN	1	1,136.25	899.20	899.20	0.00	
47575	10/01/2021	485	TASHA L. HIGGINS	1	1,598.26	1,032.41	1,032.41	0.00	
47576	10/01/2021	477	ANGELIQUE E. HODGDON	1	1,805.62	980.99	980.99	0.00	
47577	10/01/2021	244	KRISTIN D. HOLLEY	1	1,399.46	1,032.35	1,032.35	0.00	
47578	10/01/2021	313	ANDREA W. HOWELL	1	2,024.00	1,619.13	1,619.13	0.00	
47579	10/01/2021	293	Amy L. James	1	2,632.69	1,770.25	1,770.25	0.00	
47580	10/01/2021	90	REBECCA A. JARVIS	1	2,363.46	1,588.44	1,588.44	0.00	
47581	10/01/2021	312	BETHANY G. JOHNSON	1	1,740.38	1,275.91	1,275.91	0.00	
47582	10/01/2021	291	PATRICIA A. KELLEY	1	1,592.53	1,099.79	1,099.79	0.00	
47583	10/01/2021	335	CYNTHIA A. LAMBERT	1	2,815.38	1,781.99	1,781.99	0.00	
47584	10/01/2021	487	BENJAMIN MACKO	1	2,890.47	2,151.77	2,151.77	0.00	
47585	10/01/2021	292	TARA MCKERNAN	1	2,303.26	1,667.94	1,667.94	0.00	
47586	10/01/2021	490	ANNA D. MONTE	1	1,111.65	673.77	673.77	0.00	
47587	10/01/2021	461	JANET NORDELUS	1	1,894.92	1,303.60	1,303.60	0.00	
47588	10/01/2021	237	JUSTIN B. NORWOOD	1	2,257.69	1,755.15	1,755.15	0.00	
47589	10/01/2021	238	WENDELL L. OPPEWALL	1	1,286.46	731.58	731.58	0.00	
47590	10/01/2021	240	JEANNE C. OTT	1	2,680.76	1,859.85	1,859.85	0.00	
47591	10/01/2021	138	AMY Y. PHILBROOK	1	2,640.47	1,812.35	1,812.35	0.00	
47592	10/01/2021	74	LEON E. SARGENT	1	2,703.09	1,882.26	1,882.26	0.00	
47593	10/01/2021	493	EDITH SCHRIEVER	1	1,463.40	1,202.15	1,202.15	0.00	
47594	10/01/2021	120	KAREN L. SHARPE	1	3,116.66	1,980.70	1,980.70	0.00	
47595	10/01/2021	502	MARIA E. SIMPSON	1	1,940.38	1,583.17	1,583.17	0.00	
47596	10/01/2021	503	RACHEL M. SINGH	1	2,190.38	1,765.60	1,765.60	0.00	
47597	10/01/2021	404	KERRY L. TAYLOR	1	2,632.69	1,919.50	1,919.50	0.00	
47598	10/01/2021	501	MICHAEL J. TINKER	1	1,684.10	1,136.94	1,136.94	0.00	
47599	10/01/2021	476	BRUCE L. TRIPP	1	653.76	549.30	549.30	0.00	
47600	10/01/2021	459	SHANNON L. WESTPHAL	1	2,026.92	1,547.79	1,547.79	0.00	
47601	10/01/2021	448	JACQUELINE A. WHEATON	1	2,488.46	1,733.48	1,733.48	0.00	
47602	10/01/2021	307	LAUREN M. WHITE	1	1,210.52	856.34	856.34	0.00	

Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 15634

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
					117,030.39	87,799.90	69,987.73	1,105.73	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	2	1,105.73
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	49	69,987.73
	ACH Employee Credits	49	69,987.73
	ACH Employee Debits (Voids)	0	0.00
Deduction	Checks	0	0.00
	Voided Checks	0	0.00
	ACH Vendor Credits	0	0.00
	ACH VendorDebits (Voids)	0	0.00
	ACH Online Payments	0	0.00
Taxes	EFTPS Payment - Debit	2	16,706.44

WARRANT # 87 PAYD OCT 01 2021

DATE:

Mark Edward Gause, Ed.D.

SUPERINTENDENT

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER