

Town of Mount Desert
Board of Selectmen
Agenda

Regular Meeting
Monday, May 16, 2022

Location: Meeting Room, Town Hall, Northeast Harbor. Meetings will continue to be offered via Zoom see end of agenda for connection details. **Per Maine CDC, COVID transmission rate is HIGH; Masks are required while in the Town Hall/Office**

The regular meeting will begin immediately following the Executive Session.

- I. **Call to order at 6:00 p.m.**
- II. **Executive Session**
 - A. *Pursuant to 1 MRS §405(6)(A) Personnel Matters, to discuss town counsel*
- III. **Public Hearing(s)**
 - A. *Public Hearing on Town of Mount Desert Traffic Ordinance and the Select Board Permit and Paid Parking Policy*
- IV. **Post Public Hearing(s)**
 - A. *Action, if necessary, on Traffic Ordinance and the Select Board Permit and Paid Parking Policy*
- V. **Minutes**
 - A. *Approval of Minutes of May 3, 2022*
- VI. **Appointments/Recognitions/Resignations**
 - A. *Consider appointment of Jennifer Judd-McGee to the Economic Development Committee*
 - B. *Consider appointment of Matthew Hart to the Economic Development Committee*
 - C. *Consider appointment of Logan Lemoine as a part-time seasonal employee at an hourly rate of \$18.50 per hour effective June 13, 2022, ending on or before September 19, 2022*
 - D. *Annual Employee Appointments*
 - E. *Consider Barbara Dickson, Election Worker, pay increase to \$20.00 per hour*
 - F. *Resignation of Jeanie Lyons as Full-time Dispatcher effective May 4, 2022*
- VII. **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. *Department Reports: Highway/Buildings & Grounds/Solid Waste*
 - B. *Request for Voting Place Move Approval by Deputy Secretary of State, Julie L. Flynn*
 - C. *Maine Historic Preservation Commission letter of April 19, 2022; Mount Desert Island Hiking Trail System*
 - D. *Hancock County Commissioners Meeting Minutes from April 20, 2022*
 - E. *MRC's bypass notice for May 2022 on behalf of the closed Coastal Resources of Maine facility in Hampden*
 - F. *MRC Special Board Meetings in May*

Consent Agenda cont'd.

- G. Acadia Disposal District meeting agenda for the budget public hearing and regular meeting to be held June 3, 2022*

VIII. Selectmen's Reports

IX. Unfinished Business

- A. Annual Approval of Town Counsel

X. New Business

- A. *Public Space Special Event Application – Picnic Lunch for 20- Suminsby Park; Monday, July 11, 2022 10am – 2pm; Rachel Sisson, agent for Gail Gerber*
- B. *Public Space Special Event Application – Coast Guard Picnic – Northeast Harbor Village Green; Thursday, May 25, 2022 9am-1pm; Jarrod Kushla*
- C. *Public Space Special Event Application – Community Puppet Show – Northeast Harbor Village Green; Wednesday, July 13, 2022 6-7:30pm – Neighborhood House*
- D. *Public Space Special Event Application – Mount Desert Elementary School 8th Grade Promotion – June 9, 2022, Northeast Harbor Village Green*
- E. *Request from the Chair of the Seal Harbor VIS to consider burying power lines in the Seal Harbor Beach Area*
- F. *Katherine M. Conley /DBA Lighthouse Inn and Restaurant 12 Main St Seal Harbor request for Liquor License Renewal*
- G. *Citizen request to speak about pedestrian safety on Sound Drive*
- H. *Consideration of Public Works Director Tony Smith's recommendation to not paint a new crosswalk across Route 198 near the easterly end of the bridge over Kitteredge Brook in Somesville as described in his memo to Town Manager Durlin Lunt dated May 4, 2022, his discussions with DOT and Haley Wards engineering report dated April 19, 2022*
- I. *Consider authorization to pay for improvements/repairs made to the Seal Harbor pier ramp connection by Wingers Welding Inc. for \$1,050.00. The Seal Harbor Docks CIP 6410200-24600 has a balance of \$89,176.36*
- J. *Consider authorization to pay MCM Electric \$6,858.53 for replacement of two 30 foot sections of the Northeast Harbor Marina Underwater Utility lines CIP # 6410100-24680 has a balance of \$110,936.65*
- K. *Review BOS policy concerning the use of the sidewalks in Northeast harbor by Businesses for the summer of 2022*
- L. *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 in support of their student fire training program at the Ellsworth Fire Training Center*
- M. *Consideration of entering into a mutual aid agreement between the Mount Desert Fire Department and the Cranberry Isles Rescue Service, effective May 17, 2022, and authorization by the Select Board for the Fire Chief to sign said agreement*
- N. *Consider authorizing the Fire Chief to sign and execute an agreement with Hedefine Engineering & Design, Inc. for Construction Administrative Services for the Mount Desert fire station #1 expansion project*

New Business cont'd.

- O. Consideration to release up to \$33,000.00 from the Fire Equipment Reserve account, # 4040300-24471, and authorize the Fire Chief to use such funds for the purpose of purchasing structural firefighting gear*
- P. Consider adopting a Memorandum of agreement proposed by the Acadia Area League of Towns covering non-emergency services*

XI. Other Business

- A. Proposal for special Selectboard meeting on Monday, May 26, 2022 to review bids and approve issuance of bond or bond anticipation note for NEH Fire Station Improvements and Fiber Connection projects approved at 2022 Annual Town Meeting*

XII. Treasurer's Warrants

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

Town Invoices	AP#2265	05/17/2022	\$687,698.74
Total			\$687,698.74

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

State Fees & PR Benefits	AP#2265	05/04/2022	\$58,876.43
Town Payroll	PR#2226	04/29/2022	\$23,165.01
	PR#2227	05/13/2022	\$122,418.29
Total			\$204,459.73

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

School Invoices	14	05/04/2022	\$43,403.98
School Payroll	23	05/13/2022	\$89,548.08
Total			\$132,952.06

Grand Total			\$1,025,110.53
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XIII. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., Monday, June 6, 2022 in the Meeting Room, Town Hall, Northeast Harbor.

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. See next page for connection details.

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)

+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-

Date: May 16, 2022

Time: 6:30 p.m.

Agenda details:

I. BUSINESS TO CONDUCT

a. Unfinished Business

1. Annual Review of Town Counsel

b. New Business

1. Citizen request from Adam McLean (Community School in Somesville) concerning pedestrian safety on Sound Drive near Babson brook.
2. Request from the Chair of the Seal Harbor VIS to consider burying power lines in the area of Seal Harbor Beach
3. Consideration of Public Works Director Smith's recommendation to not paint a new crosswalk across Route 198 near the easterly end of the bridge over Kittredge Brook in Somesville.
4. Consider adopting a Memorandum of Agreement proposed by the Acadia Area League of Towns covering non-emergency services.
5. Review of BOS policy concerning the use of the sidewalks in Northeast Harbor by businesses during the summer of 2022-
6. Request from Fire Chief Bender to contract with Maine Maritime Academy to use Fire Departments breathing air cascade/compressor vehicle in support of their student fire training program at Ellsworth fire Training Center

II. MANAGER'S COMMENTS

1. **Annual Review of Town Counsel**-*There are several firms that need to be added due to matters where Town Counsel has a conflict of interest and must recuse. This happens on occasion and is not unusual*

2. **Community School Pedestrian Safety.** *Maine D.O.Y. can install static 15 MPH signs at no cost to the school. Flashing beacon signs are more effective but unless the State has another round of giveaways for these signs the school would need to purchase these at a cost of \$8,989 each.*

3. **Seal Harbor VIS Chair Request to bury power lines at Seal Harbor Beach-** *Please refer to email from Alex Stephens in your meeting packet. Chair Stephens believes that this would improve the aesthetics in the Beach/Harbor areas.*

4. **Crosswalk denial on Route 198 in Somesville near bridge near Kittredge brook-** *Reasons for denial include poor site distance each way by pedestrians, and non-compliant ADA conditions on each end of the proposed crosswalk. **Crosswalks indicate a safe area for pedestrians crossing a road or street.***

5. **Memorandum of Agreement proposal by Acadia area League of Towns to cover non-emergency services-** *This agreement proposes to ensure the continuity of the delivery of essential government services in the event of a temporary loss of services when the other signatories may be able to assist in delivering lost services. A copy of the MOU will be in your meeting packet.*

6. **Review BOS policy concerning the use of sidewalks in Northeast Harbor by businesses for the summer of 2022-** *please refer to the minutes of the Selectboard meeting of June 1, 2020 which will be in your meeting packet. Use of the sidewalks by business interests was a result of the pandemic and was extended for the summer of 2021. It is not a formal policy of the Bos and would need to be extended again for the summer of 2022 if it were to continue.*

7. **Contract with Maine Maritime Academy to use Departments breathing air cascade/compressor vehicle in support of student training program at Ellsworth Fire Training Center-** *this is an annual training program which we*

have participated in past years. Maine Maritime will be reimbursing the Town \$700.00 per day for this.

PUBLIC HEARINGS



**BAR HARBOR & MOUNT DESERT
POLICE DEPARTMENTS**
James K. Willis, Chief of Police



BHPD
37 Firefly Lane
Bar Harbor, Maine 04609
Tel: 207-288-3391
jwillis@barharbormaine.gov

MDPD
21 Sea Street, PO Box 248
NE Harbor, ME 04662
Tel: 207-276-5111
jwillis@mdpolice.org

MEMORANDUM

To: Durlin Lunt, Town Manager
From: David Kerns, Captain
Subj: Additional Traffic Ordinance Revisions following the Public Hearing on April 4th, 2022
Date: May 4, 2021

I am submitting this memo with additional changes to the Mount Desert Traffic Ordinance after the April 4th public hearing, where the Select Board directed the police department to make some minor changes that were discussed, as well as address the parking on Steamboat Wharf Road. I would ask that the memo I submitted to you, dated March 25th, be included along with this memo for the Select Board packet, as the original changes outlined in that memo remain in this new draft.

Ordinance revisions made following the April 4th, 2022 public hearing are as follows:

- Clarity to the language in Section D-3 (b)(1) Snow Removal making it specific to parking lots, by removing redundant wording regarding highways, streets, and alleys.
- Fixed discrepancy in Section D-10 (d)(6) with the number of parking spots in front of the library from six (6) to eight (8)
- Additions to Section D-11 clarifying parking areas on the westerly side of Steamboat Wharf Road and restricting parking along the entire east side, from the fountain to Cooksey Drive.

At the public hearing on April 4th, Steve Pinkham verbalized concerns with Steamboat Wharf Road, specifically the area near the Seal Harbor Yacht Club. I advised the Select Board I would work with Mr. Pinkham to address his concerns. On April 5th the Chief and I meet with Mr. Pinkham and I have continued to work with him on his concerns. In addition to changes to the ordinance, I have added language to the Mount Desert Permit and Paid Parking Policy to memorialize a single parking space that, according to Mr. Pinkham, was historically provided to the Seal Harbor Yacht Club for an employee who resided at the club for the summer season. I believe this can be accomplished within the Resident Permit section of the Permit and Paid Parking Policy.

If the Select Board chooses not to memorialize the one space for the Seal Harbor Yacht Club, changes can be made at the Select Board level to their policy without public hearing

I am recommending that the Board of Selectman accept the proposed amendments to the Town of Mount Desert's traffic ordinance in order to facilitate the creation of the Mount Desert Select Board Permit and Paid Parking Policy to regulate both permit and paid parking within the Town and create consistency for the dates of seasonal parking enforcement.

**TRAFFIC ORDINANCE
OF THE
TOWN OF MOUNT DESERT**

ENACTED APRIL 15, 1991

and as AMENDED

March 16, 1992, May 18, 1992, July 6, 1992, February 22, 1994, May 16, 1994, November 21, 1994, December 12, 1994, June 19, 1995, October 02, 1995, March 18, 1996, August 18, 1997, September 09, 1998, December 14, 1998, March 17, 1999, April 03, 2000, June 06, 2000, September 18, 2000, December 18, 2000, February 20, 2001, June 18, 2001, July 02, 2001, June 03, 2002, September 03, 2002, April 21, 2003, August 04, 2003, October 20, 2003, April 18, 2005, August 01 2005, October 03, 2005, September 04, 2007, March 31, 2008

REPEALED JUNE 17, 2013

AND THE FOLLOWING

ENACTED JUNE 17, 2013

**AMENDED:
April 17, 2018
April 6, 2020
September 7, 2021**

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ARTICLE A – GENERAL

SECTION A-1 TITLE and PURPOSE

- (a) This Ordinance shall be known and may be cited as the “Traffic Ordinance of the Town of Mount Desert”.
- (b) The purpose of this Ordinance is to regulate traffic and the use of the streets, ways and roads of the Town and to provide for the enforcement of traffic regulations.

SECTION A-2 STATE TRAFFIC LAWS ADOPTED

- (a) Statutes Adopted. The statutory provisions in Title 29-A and in Title 30-A, Section 3009, Maine Revised Statutes (M.R.S.), describing and defining regulations with respect to vehicles and traffic, are hereby adopted and by reference made a part of this Ordinance as if fully set forth herein. Any future amendments, revisions or modifications of the statutory regulations incorporated herein are intended to be made part of this Ordinance in order to secure to the extent legally practicable uniform regulations of vehicle traffic in the Town of Mount Desert.
- (b) General References. General references in this Ordinance to Maine statutory section or chapters describing or defining procedures or authority for enactment or enforcement of local traffic regulations shall be deemed to refer to the most recent enactments of the Maine legislature describing or defining such procedures or authorities.
- (c) Definitions. Terms used in this section shall have the same definition as used in State statutes previously referenced unless specified herein

**SECTION A-3 OFFICIAL TRAFFIC SIGNS AND CONTROL DEVICES;
PROHIBITED SIGNS, SIGNALS AND MARKERS.**

- (a) Duty to Erect and Install Uniform Traffic Control Devices. Whenever traffic regulations created by this Chapter, including a State traffic regulation adopted by reference in Section A-1, require the erection of traffic control devices for enforcement the Public Works Director or his designee and Highway Superintendent, with the cooperation of the Police Chief, shall procure, erect and maintain uniform traffic control devices, giving notice of such traffic regulation to the users of the streets and highways on which such regulations apply.

Whenever State law grants discretion to local authorities in erecting or placement of a uniform traffic control device, devices shall be erected in such locations and in such a manner as, in the judgment of the Police Chief or his designee, will carry out the purposes of this Chapter and give adequate warning to users of the streets and highways of the Town of Mount Desert.

- (b) **Prohibited Signs and Markers in Highways.** No person other than an officer authorized by this chapter to erect and maintain official traffic control devices or his or her designee shall place within the limits of any street or highway maintained by the Town any sign, signal, marker, mark or monument unless permission is first obtained from the Police Chief, or where applicable, the Department of Transportation. The Town may remove any sign, signal, marking or other device which is placed maintained or displayed in violation of this Chapter or State law.
- (c) The Selectmen may authorize directional, restrictive, cautionary and other similar signs on roadsides which may be necessary to advise the public of traffic restrictions and to assist the flow of traffic.

SECTION A-4 HEAVY TRAFFIC ROUTES

- (a) **Definition.** For purposes of this Section, heavy traffic shall be defined as:
 - (1) all vehicles not operating completely on pneumatic tires; and
 - (2) all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 6,000 lbs.
- (b) **Prohibited Routes.** Heavy traffic is prohibited from using any Town street or highway not designated as a heavy traffic route. This section shall not act to prohibit heavy traffic from using a street or highway for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such street or highway. Furthermore, this Section will not act to prohibit heavy traffic from using any Town streets over which are routed state trunk highways.
- (c) **Liability.** Any operator, corporation, owner or agent whose heavy traffic vehicle damages any Town streets or highways in violating this Section shall be liable and required to pay the Town the cost of repair or replacement of the damaged street or highway.

ARTICLE B – CONTROLLED INTERSECTIONS and STREET TRAFFIC REGULATIONS

SECTION B-1 OPERATORS TO OBEY TRAFFIC CONTROL DEVICES

Every operator of a vehicle approaching an intersection at which an Official Traffic Control Device is erected in accordance with this Ordinance shall obey the direction of such Device as required by the Statutes incorporated by reference in Section A-2 of this Ordinance.

SECTION B-2 CONTROLLED INTERSECTIONS: VEHICLES REQ'D TO STOP

In the interest of public safety, traffic shall be required to stop at the intersections listed in the attached **Appendix A**.

SECTION B-3 CONTROLLED INTERSECTIONS: VEHICLES REQ'D TO YIELD

Direction on the following specified streets shall yield the right-of-way to other traffic:

- (a) traffic on Summit Road shall be required to yield to traffic on Main Street (Northeast Harbor);
- (b) on Neighborhood Road to yield to traffic on Main Street at its intersection with Kimball Road (Northeast Harbor);
- (c) on County Road to yield to traffic on Steamboat Wharf (Seal Harbor); and
- (d) travelling southwest on Indian Point Road to yield to traffic on Pretty Marsh Road (Route 102: Pretty Marsh).

SECTION B-4 VEHICLE AND WEIGHT RESTRICTIONS

No person owning or having control of any truck in excess of 10,000 lbs., trailer, truck power unit, tractor, bus, camper, or recreation vehicle shall operate the same upon any highway, street or road designated below:

- (1) Sargeant Drive, in its entirety;
- (2) Rock End Road, in its entirety;
- (3) Cooksey Drive, in its entirety;
- (4) Whitney Farm Road, in its entirety; and
- (5) Ripples Road, in its entirety.

However, Town owned trucks and delivery trucks having business on the above streets are exempt for purposes of providing required services.

SECTION B-5 ONE WAY STREETS

The following streets and parts thereof are declared to be one-way streets, and no person shall operate any vehicle thereon except as indicated.

- Traffic on Main Street, in Northeast Harbor, from its intersection with Old Firehouse Lane south to its intersection with Neighborhood Road, is one-way southbound beginning on May 15th and returns to two-way on October 31th. In addition, parking during the “summer” is diagonal and in the “winter”, parallel. (In this section, the term “summer” shall mean the period from May 15th through October 30th and “winter” shall mean October 31th through May 14th of the succeeding year.)

ARTICLE C – SPEED LIMITS

Speed limits shall be as posted pursuant to criteria set in state law for state roads and town ways.

ARTICLE D – PARKING REGULATIONS

SECTION D-1 Permit and Paid Parking

- (a) Paid Parking Devices in certain parking lots:
- (1) When signs are erected giving notice thereof and devices are installed, no person shall park a vehicle except in conformity with the following provisions:
- Multi-Space Pay Stations or Kiosks:
- a. Locations and rates of multi-space pay stations or kiosks parking spaces will be regulated in accordance with **Mount Desert Select Board Permit and Paid Parking Policy**.
 - b. Paid Parking will be enforced consistent with **Mount Desert Select Board Permit and Paid Parking Policy**.
- (b) Permit requirements:
- (1) The Select Board may set parking permit fees from time to time. No permit shall be issued except upon payment of the applicable fee, all permits shall be issued and regulated in accordance with **Mount Desert Select Board Permit and Paid Parking Policy**.
- (c) Parking prohibited except by permit. From May 15th through October 30th, it shall be unlawful and in violation of this article for any person to stop, stand or park any vehicle, other than a vehicle displaying a valid permit issued by the Police Chief or their designee under regulations to be prescribed by Select Board, on those streets or portions of parking areas duly posted.
- (d) Service and delivery vehicles exempted. Non-permitted vehicles stopped, standing or parked within 200 feet of a building for the purpose of making deliveries or providing services to a building located on a street or portion of a street described or specified in this section shall not be required to display the permit otherwise required herein.

SECTION D-2 RESTRICTIONS ON PARKING; POSTED LIMITATIONS

- (a) Twenty-four (24) Hour Limitation. No person, firm or corporation shall park or leave standing any automobile, truck, tractor, trailer or vehicle of any description on any public street or public parking lot in the Town for a period of twenty-four (24) or more consecutive hours in the same location at any time, except that where other parking limits have been specifically established in this ordinance the other limits as established and posted shall apply. When any law enforcement officer shall find a vehicle standing upon

Town of Mount Desert Traffic Ordinance

a public street or parking lot in violation of the provisions of this Section the law enforcement officer may cause said vehicle to be removed to a proper impoundment and storage area within the Town where storage space is available and in such case the owner shall pay the costs of removing said vehicle and the storage fees on said vehicle before he may recover the possession thereof.

(b) Other Limitations.

- (1) The Board of Selectmen may designate certain streets or portions of streets as no parking or no stopping or standing zones or as zones for parking by physically handicapped persons and may limit the hours in which the restrictions apply. The Town shall mark, by appropriate signs, each zone so designated in accordance with the provisions of Maine Statutes.
- (2) Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, no person shall stop or park a vehicle in an established no stopping or standing zone when stopping or standing is prohibited. No vehicle shall be parked in a no parking zone during hours when parking is prohibited except physicians on emergency calls or as permitted by State law or elsewhere by this Ordinance.
- (3) The Chief of Police, or her or his designee, is hereby granted the authority within the reasonable exercise of police power to prohibit, limit the time or otherwise restrict, or allow the stopping, standing or parking of vehicles beyond the provisions of this Ordinance to respond to temporary and/or emergency conditions.

**SECTION D-3 PARKING RESTRICTIONS DURING STREET MAINTENANCE
OR TEMPORARY SNOW REMOVAL**

- (a) **Temporary Parking Restrictions** Pursuant to authority granted to municipalities, the Chief of Police is empowered to make and enforce temporary regulations relating to emergency, snow or special conditions and to prohibit, limit the time of or otherwise restrict the stopping, standing or parking of vehicles beyond the prohibitions, limitations or restrictions imposed by State statute or by this Section on highways, streets or alleys within the Town. However, no prohibition, limitation or restriction on parking imposed under this Section is effective unless official traffic signs or markers have been placed or erected indicating the particular prohibition, limitation or restriction, or the owner of a vehicle has been notified to move the vehicle. The owners or operators of all motor vehicles parked thereon shall be subject to such regulations.
- (b) **Snow Removal** During the periods when snow has accumulated and requires removal within the Town, parking may be prohibited in order to facilitate such snow removal:
 - (1) when removal is needed in public parking lots, the Director of Public Works or his or her designee will notify the Police Department of the planned removal. The Police Department shall provide advance notice to vehicle owners to move their vehicle prior to the commencement of snow removal operations, October 31st through May 14th;
 - (2) in such case, police officers shall attempt to give notice to the owner or operator of any motor vehicle so parked to remove the same, as soon as it is possible to do so.

If such owner cannot be located after reasonable attempts or fails to remove such motor vehicle within a reasonable time of receiving such notice, he shall be subject to penalty as provided in Article E of this Ordinance, and any Police Officer is authorized to remove the vehicle or cause it to be removed from the highway, street or alley. The owner of said vehicle shall be responsible for all costs associated with removal and storage of said vehicle.

- (3) Moreover, and notwithstanding the foregoing, from October 31st through May 14th the parking of vehicles at all times between the hours of midnight and 6:00 a.m. is prohibited on all Town roads.

SECTION D-4 STOPPING OR PARKING PROHIBITED IN CERTAIN PLACES

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
- (1) within an intersection;
 - (2) on a crosswalk;
 - (3) on a sidewalk or terrace area, except when parking in such place is clearly indicated by official traffic signs or markers. "Terrace or Sidewalk Area" means that area between the sidewalk and the nearest curb line running parallel or generally parallel thereto or in the absence of a sidewalk four (4) feet beyond the curb line;
 - (4) alongside or opposite any highway excavation or obstruction when such stopping or standing would obstruct traffic or when pedestrian traffic would be required to travel in the roadway;
 - (5) on the roadway side of any parked vehicle unless double parking is clearly indicated by official traffic signs or markers;
 - (6) within twenty (20) feet of the driveway entrance to a fire station;
 - (7) upon any portion of a highway where and at the time when stopping or standing is prohibited by official traffic signs indicating the prohibition of any stopping or standing;
 - (8) in any place or manner so as to obstruct, block or impede traffic;
 - (9) upon any portion of a highway where and at the time when parking is prohibited, limited or restricted by official traffic signs;
 - (10) upon any bridge;
 - (11) upon any terrace or sidewalk in the Town at any time;
 - (12) in a loading zone;

Town of Mount Desert Traffic Ordinance

- (13) within four (4) feet of the entrance to an alley, private road or driveway; or
 - (14) in an area within eight (8) feet from a point on the nearest curb or roadside to a line perpendicular from the curb or roadside to a fire hydrant.
- (b) **Vehicles Not to Block Private Drive, Alley or Fire Lane.** No vehicle shall, at any time, be parked so as to unreasonably restrict the normal access to any private drive, alley or fire lane. Said access shall be deemed to be unreasonably restricted if any vehicle other than owner's vehicle is parked within four (4) feet of either side of said access. Upon discovery by a police officer or upon complaint by the owner of any such blocked drive, alley or fire lane, the Chief of Police may order said vehicle towed from such position at the risk and expense of the owner of said vehicle.
- (c) **No Parking on Private Property.** No person shall, without the permission of the owner or lessee of any private property, leave or park any vehicle thereon if there is in plain view on such property a "No Parking" sign or a sign indicating limited or restricted parking. The Police Department is authorized to enforce all provisions of this Subsection and upon complaint can tow any motor vehicle or vehicles found in violation of "No Parking" and unauthorized parking as set forth above. Any charges or expenses for towing or otherwise removing vehicles under this Section shall be borne by the owner thereof.

SECTION D-5 ANGLE PARKING

- (a) Angle parking or parking diagonally is prohibited on all the streets, alleys and highways of the Town, except where vehicle parking markers indicate that angle parking is permissible.

All vehicles shall park parallel to, and within one (1) foot of the curb except where streets and parking lots are so marked for angle parking.

- (b) No person shall at any time angle park any vehicle:
- (1) in any direction other than the designated parking angle, where angle parking spaces are so designated and provided by appropriate markings;
 - (2) backwards into angle parking spaces so designated and provided by appropriate markings; or
 - (3) with a trailer attached or any vehicle longer than twenty (20) feet on any street where angle parking is so provided and allowed.

SECTION D-6 PARKING AND STORAGE PROHIBITED

- (a) **Parking Prohibited except When Unloading or Vehicle is attended.** No person shall stop or leave any vehicle standing on any portion of on any of the streets and highways in the Town at which "No Parking" signs are posted by the Chief of Police or any police officer except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers and while the vehicle is attended by a licensed

operator so that it may promptly be moved in case of an emergency or to avoid obstruction of traffic at any place. Such signs may be placed whenever the Chief of Police or any police officer on duty deems it necessary for the safety of the traffic at any point within fifty (50) feet of any intersection of two (2) or more highways or streets within the Town or where free space is necessary for the turning of buses or other vehicles, or when the open traveled portion of the highway is narrowed by excessive snow, or whenever hazardous conditions are created by construction operations, fire or other casualty, or whenever any celebration or other cause for the assembly of crowds, or the orderly handling of large amounts of traffic, may require limitation upon parking within any area on the streets and highways in the Town.

- (b) **Storage Prohibited.** No person owning or having custody of any partially dismantled, non-operable, wrecked, unregistered, junked or discarded motor vehicle shall allow such vehicle to remain on any public highway, public parking lot or public ramp longer than twenty-four (24) hours after notification thereof by the Police Department. Any vehicle which is not removed within twenty-four (24) hours after notice is declared to be a public nuisance and may be removed as provided in Section D-8, below.

SECTION D-7 UNLAWFUL REMOVAL OF PARKING CITATIONS

No person other than the owner or operator thereof shall remove a Town Parking ticket from a motor vehicle.

SECTION D-8 REMOVAL OF ILLEGALLY PARKED VEHICLES

- (a) **Hazard to Public Safety.** Any vehicle parked, stopped or standing upon a highway or public parking lot or ramp in violation of any of the provisions of this Ordinance is declared to be a hazard to traffic and public safety.
- (b) **Removal by Operator.** Such vehicle shall be removed by the operator in charge, upon request of any Police Officer, or by a Police Officer at the owner's expense, to a position where parking is permitted or to a private or public parking or storage premises.
- (c) **Removal by Police Officer.** Any Police Officer after issuing a citation for illegal parking, stopping or standing of an unattended vehicle in violation of this Chapter, is authorized to remove such vehicle at the owner's expense to a position where parking is permitted.

SECTION D-9 WINTER REGULATIONS

During the period between October 31st through May 14th, the time or permit requirements specified in the below named Sections of this Ordinance shall be suspended: Section D-10 (d) (2) to (4); (e) (3) & (4); and (f) (1) & (4). During the period between October 31st through May 14th, the time or permit requirements specified in Section D-10(1), below, shall be suspended.

SECTION D-10 PARKING LOTS AND PARKING SPACES – APPLICABLE TO NORTHEAST HARBOR ONLY

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
- (1) on Huntington Road from Kimball Road to Harbor Road;
 - (2) on Sea Street, Northeast Harbor except 3 stalls in front of the Town Hall;
 - (3) on Harbor Drive and Huntington Road, starting from Harborside Road and terminating at South Shore Road, except for four spaces near and south of the entrance to the Tennis Court Parking Lot on the east side of Harbor Drive;
 - (4) from 9 Harborside Drive to 27 Harborside Drive;
 - (5) on the north side of Summit Road beginning one-hundred and eighty (180) feet west of the entrance to Municipal Lot # 2;
 - (6) on the south side of Summit Road in the first sixty (60) feet west of the intersection with Main Street;
 - (7) on either side of Route 3 between the intersection of Route 3 and Route 198 and the intersection of Route 3 and the Asticou Hill Trail;
 - (8) on the southerly side of Joy Road from its intersection with Gilpatrick Lane to its intersection with Lookout Way;
 - (9) campers and trailers shall not park on the northerly side of Joy Road from its intersection with Gilpatrick Lane to its intersection with Lookout Way;
 - (10) on the easterly side of Lookout Way from its intersection with Joy Road to the church right-of-way;
 - (11) on the south side of Route 3 on Peabody Drive from utility pole 91 extending easterly to utility pole 102;
 - (12) on the north side of South Shore Road from Cove End Road to Maple Lane;
 - (13) on the north side of South Shore Road from Huntington Road the intersection of Odyssey Way.
- (b) **Half Hour Parking.** No person shall park or leave standing any vehicle on any portion of the following highways or parking lots or streets in the Town for a period of more than one half hour in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m. in those spaces designated as “Municipal Business” at or near the Town Office Building in Northeast Harbor.

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- (c) **One Hour Parking.** No person shall park or leave standing any vehicle on any portion of all stalls on the waterfront (Bulkhead, between the Harbormaster's Office and the ramp) in the parking lot adjacent to the Northeast Harbor Municipal Pier for a period of more than one hour in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m.
- (d) **Two Hour Parking.** No person shall park or leave standing any vehicle on any portion of the following highways or parking lots or streets in the Town for a period of more than two (2) consecutive hours in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m.:
- 1) all of Main Street, Northeast Harbor – angle parking only while street is one-way – included are the two handicap spaces (one handicap space is located at the west side of Main Street south of the exit from the parking lot south of Bar Harbor Banking and Trust Co., and one handicap space is located on the west side of Main Street south of the fire hydrant located between 151 Main Street and John Madonna's residence);
 - 2) all of the area in Municipal Lot # 1, surrounding the old Municipal Building in Northeast Harbor (about 21 stalls);
 - 3) all of the stalls in Municipal Lot # 2, near the Knowles Building in Northeast Harbor (about 12 stalls);
 - 4) all of the stalls in the Village Improvement Society lot behind / beside the Bar Harbor Bank in Northeast Harbor (about 9 stalls);
 - 5) on the north side of Summit Road from its intersection with Main Street to its intersection with Joy Road; and
 - 6) 8 stalls in front of the Northeast Harbor Library.
- (e) **Reserved Parking** No person shall park or leave standing any vehicle on any portion of the following parking lots without the indicated purpose(s):
- 1) parking area east of Municipal Building directly in front of the police department reserved for public safety vehicles i.e. police and fire (7 stalls);
 - 2) parking area east of Municipal Building reserved for municipal business (7 stalls);
 - 3) parking area east of Municipal Building directly in the center of parking lot reserved for municipal employees (14 stalls)
 - 4) all stalls in the Northeast Harbor School Parking Lot – reserved for school use or by permission of school officials; and
 - 5) one stall in the Lot immediately adjacent to the Municipal Pier – reserved for the U.S. Postal Service (one stall).

- (f) **No Overnight Parking.** No person shall park or leave standing any vehicle on any portion of the following highways, parking lots or streets in the Town overnight:
- 1) the Tennis Court Parking Lot the near the Northeast Harbor Marina, except with specific written permission of the Harbormaster (written permit required);
 - 2) all stalls in the Lot immediately adjacent to the Municipal Pier in Northeast Harbor, except with a specific written permission of the Harbormaster (written permit required);
 - 3) all stalls on Harbor Drive; and
 - 4) all stalls at Municipal Lot # 3 (upper Gray Cow lot – Gray Cow parking spaces are color coded).
- (g) **Loading and Unloading Areas.** No person shall park or leave standing any vehicle on any portion of the Northeast Harbor Marina Pier (3 stalls) for a period of more than 15 minutes and then only when attended and for the purpose of loading and unloading.
- (h) **Restricted Parking.** Beginning sixty (60) feet from the current location of the STOP sign at the intersection of Joy and Summit Roads, Northeast Harbor, there shall be eight (8) parking spaces reserved for exclusive use by patrons of the Northeast Harbor Library on the Library side of Joy Road; one of these spaces, located between the Library Harris and Mellon Room crosswalks, shall be designated for “Handicapped Only”.
- (i) **Seasonal Parking.** Between the May 15th and October 30th, parking of boat trailers, individually or when attached to a vehicle, is prohibited in any municipal parking lot, except in designated areas near the boat ramp at the marina and except in the Seasonal Lot near the marina with the specific written permission of the Harbormaster (written permit required).

SECTION D-11 PARKING LOTS AND PARKING SPACES – APPLICABLE TO SEAL HARBOR ONLY

- (a) **Parking Prohibited at All Times.** Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle:
- (1) on either side of Route 3, Main Street, in the village of Seal Harbor between Dodge Point Road and Clement Way;
 - (2) on the south side of Route 3, starting at the driveway of 187 Peabody Drive in Mount Desert and extending easterly to the driveway of 257 Peabody Drive;

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- (3) on the north side of Route 3, starting at a point 410 feet west of the junction of Route 3 and Little Long Pond Road (65 feet west of NET Pole 96) in Mount Desert and extending westerly to a point 640 feet westerly of the junction of Route 3 and Little Long Pond Road (adjacent to NET Pole 9/92) – a total distance of 230 feet;
 - (4) on the north side of Route 3, starting at a point 485 feet east of the junction of Route 3 and Little Long Pond Road (adjacent to NET 103) in Mount Desert, and extending westerly to a point 50 feet east of the junction of Route 3 and the Little Long Pond Road (adjacent to NET 99) – a total distance of 435 feet;
 - (5) on the easterly side of Steamboat Wharf Road, starting from a point that is adjacent to the base of the fountain located at the intersection of Steamboat Wharf Road and Route 3 (Peabody Drive) and extending southerly to the intersection of Steamboat Wharf Road with Cooksey Drive;
 - (6) on the westerly side of Steamboat Wharf Road, starting from a point that is adjacent to the base of said fountain and extending southerly 383 feet, more or less, to a point that is at the point where the sidewalk on the westerly side of Steamboat Wharf Road changes from concrete to a paved sidewalk and where a set of granite stairs connect the sidewalk to the shore, that is approximately 50 feet north of and directly across the road from Emera Pole # 212916;
 - (7) again, on the westerly side of Steamboat Wharf Road, after the southern-most parking stall along the boardwalk, to a point approximately 30 feet north of directly across from Emera Pole # 212902, except for two spaces in the paved turnout in front of the Seal Harbor Yacht Club that are designated for dropping off and picking up guest;
 - (8) on both sides of Jordan Pond Road from the Seal Harbor Cemetery entrance back towards Seal Harbor Beach side of the carriage road bridge; and
 - (9) all stalls at the parking lot on the Jordan Pond Road in Seal Harbor, located across from the Seal Harbor Fire Station, as this is reserved for fire department use – except with specific permission of the Fire Chief.
- (b) Ten Minute Parking. Parking at the Seal Harbor Post Office is restricted to ten minutes.
- (c) No Overnight Parking. No person shall park or leave standing any vehicle on any portion of the following highways, parking lots or streets in the Town overnight:
- (1) all stalls on Main Street, Seal Harbor (about 20 stalls);
 - (2) all stalls at the Seal Harbor dock (about 22 stalls – no fee), including handicap spot;
 - (3) all stalls at the Seal Harbor Beach, including handicap spot;
 - (4) all stalls at the parking lot on the Jordan Pond Road in Seal Harbor, located across from the Seal Harbor Fire Station; and
 - (5) all stalls at the dirt parking lot located just above the former Village Market – except with specific written permission of the Harbormaster (written permit required).

- (d) Loading and Unloading Areas. No person shall park or leave standing any vehicle in the two (2) stalls on northwest corner of the Seal Harbor Dock or on any portion of the working pier, except when attended and for the purpose of loading and unloading.

SECTION D-12 PARKING LOTS AND PARKING SPACES – APPLICABLE TO SOMESVILLE ONLY

- (a) Parking Prohibited at All Times. Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle on either side of the Pretty Marsh Road (Route 102) from the driveway at 131 Pretty Marsh Road to the intersection of the Pretty Marsh Road with the Northern Neck Road.
- (b) Two Hour Parking. No person shall park or leave standing any vehicle on any portion of the following highways or parking lots or streets in the Town for a period of more than two (2) consecutive hours in the same location at any time between the hours of 6:00 a.m. and 6:00 p.m.:
- in front of the Somesville Library.

SECTION D-13 PARKING LOTS AND PARKING SPACES – APPLICABLE TO PRETTY MARSH ONLY

- (a) Parking Prohibited at All Times. Except temporarily for the purpose of and while actually engaged in loading or unloading or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle on the southeasterly side of the Bartlett Island Landing Road (*i.e.*, the right hand side of the road when traveling northeastward from the Landing), except for that area on the southeasterly side of the Bartlett Island Landing Road from a point that is sixty-seven feet northeasterly from Pole #18 northeastward to a point that is seventy-five feet northeasterly of (*i.e.*, beyond) Pole # 16.
- (b) No Restrictions. There shall be no time limits for use of all those stalls at Bartlett’s Landing, Pretty Marsh (including the handicap parking space), except that:
- obviously abandoned, unregistered or unserviceable vehicles may be removed by the police as per Section D-8 of this Ordinance; and
 - no person shall park or leave standing any vehicle on any portion of the Bartlett Island Landing parking lot overnight without specific written permission of the Harbormaster (written permit required).

ARTICLE E – ENFORCEMENT AND PENALTIES

SECTION E-1 PENALTIES.

- (a) Violations of this Ordinance will be classified as civil violations and will be enforceable in accordance with Titles 17-A and 29-A or the Maine Revised Statutes.
- (b) Parking Violations generally – \$30.00.
- (c) Blocking a fire hydrant or blocking a fire lane - \$50.00
- (d) Any vehicle ticketed three consecutive times (successive 2 hour periods) for the same violation may be towed after 24 hours of the first violation and towing and storage bill will be paid by the operator or owner of the vehicle after a tickets are paid.
- (e) Parking violations shall be considered delinquent if not paid within 30 days of issue.
- (f) All delinquent parking violations shall subject to a late fee of \$20.00
- (g) There will be a \$5.00 discount for early payment (i.e. within 14 days of issuance) of all parking fines.

SECTION E-2: OTHER VIOLATIONS

- (a) Any person who shall violate any provision of this chapter for which a penalty is not otherwise established by this section shall be subject to a fine of thirty dollars (\$30.00) for each offense.
- (b) Violation of “Handicapped Only” parking shall carry a fine of \$250.00. (Maine Motor Vehicle Statutes Title 29-A).
- (c) In addition, pursuant to the Maine Revised Statutes, Title 30-A, Part 2, Subpart 6-A, Chapter 187, Subchapter 5 (30-A M.R.S. § 4452), the Town may recover all costs of enforcement of this ordinance, including reasonable attorneys fees.

SECTION E-3: ENFORCEMENT

This Ordinance shall be enforced by the Town of Mount Desert Police Department, or by any other duly appointed agents of the Town.

SECTION E-4: INJUNCTION

In addition to any other remedies available at law or equity, the commission of acts prohibited by this Ordinance shall constitute a nuisance and the Town of Mount Desert, acting through its Town Manager, may apply to any court of competent jurisdiction to enjoin any planned, anticipated or threatened violation of this Ordinance and to prohibit further and continued violation thereof.

ARTICLE F – MISCELLANEOUS PROVISIONS

SECTION F-1 SEVERABILITY

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

SECTION F-2 NOTICE

Adequate notice is presumed after notice is sent via regular mail to the vehicle owner's address as listed in DMV records.

SECTION F-3 ENABLING PROVISION

This ordinance is adopted pursuant to the enabling provisions of the Maine Constitution, Maine Revised Statutes, Title 30-A, Part 2, Subpart 4, Chapter 141 (30-A M.R.S. § 3001, *et seq.*), and specifically pursuant to 30-A, M.R.S. § 3009.

SECTION F-4 EFFECTIVE DATE

- (a) The effective date of this Ordinance is the date of its enactment.

APPENDIX A
(STOP Signs)

Traffic shall be required to stop at the following intersections:

In the village of Northeast Harbor:

- (1) traffic on Clifton Dock Road shall be required to stop before entering the intersection with Huntington Road;
- (2) on Cove End Road before entering Neighborhood Road;
- (3) on Cove End Road before entering South Shore Road;
- (4) on Gilpatrick Road before entering Joy Road;
- (5) on Gilpatrick Road before entering Neighborhood Road;
- (6) on Harbor Drive before entering Harborside Drive;
- (7) on Harbor Drive before entering Sea Street;
- (8) on Huntington Road before entering Kimball Road;
- (9) on Huntington Road before entering Huntington Road/Harbor Drive;
- (10) on Joy Road before entering Summit Road;
- (11) on Joy Road before entering Manchester Road;
- (12) on Kimball Road before entering South Shore Road;
- (13) on Lookout Way before entering Joy Road;
- (14) on Lookout Way before entering Summit Road;
- (15) on Main Street before entering Neighborhood Road;
- (16) on Manchester Road before entering Millbrook & Sargeant Drive;
- (17) on Maple Lane before entering South Shore Road;
- (18) on Maple Lane before entering Neighborhood Road;
- (19) on Maple Lane before entering Joy Road;
- (20) on Millbrook Road before entering Summit Road;
- (21) on Neighborhood Road before entering Manchester Road;
- (22) travelling westward on Peabody Drive (Route 3) before entering Harborside Road (Route 3 and Route 198);
- (23) on Pine Road before entering Millbrook Road;
- (24) on Pine Road before entering Spruce Road;

- (25) on Rock End Road before entering Maple Lane;
- (26) on Rock End Road before entering Neighborhood Road;
- (27) on Sargeant Drive before entering Route 198;
- (28) on Schoolhouse Ledge Road before entering Millbrook Road;
- (29) on Sea Street before entering Harbor Drive;
- (30) on Sea Street before entering Main Street;
- (31) on Sinclair Road before entering Manchester Road;
- (32) on Sinclair Road before entering Millbrook Road;
- (33) on South Shore Road Extension entering South Shore Road;
- (34) on Spruce Road before entering Millbrook Road;
- (35) on Stanley Lane before entering Summit Road;
- (36) on Stanley Lane before entering Sylvan Road;
- (37) on Summit Road before entering Manchester Road;
- (38) on Sylvan Road before entering Millbrook Road;
- (39) on Tennis Club Road before entering Manchester Road;
- (40) on Tennis Club Road before entering Millbrook Road;
- (41) on Tracy Road before entering Neighborhood Road; and
- (42) traffic on Tracy Road shall be required to stop before entering the intersection with Summit Road.

In Somesville / Pretty Marsh / Sound:

- (6) traffic at the intersection of Route 102 & Route 3 will be required to follow direction of the traffic light;
- (7) traffic on Butler Road shall be required to stop before entering the intersection with Route 198 (north and south ends);
- (8) on Bartlett Island Landing Road before entering Indian Point Road;
- (9) on Indian Point Road (northbound) before entering Bartlett Island Landing Road;
- (10) on Ripples Road before entering Pretty Marsh Road;
- (11) on Beech Hill Crossroad before entering Beech Hill Road;
- (12) on Beech Hill Crossroad before entering Route 102;
- (13) on Beech Hill Road before entering Pretty Marsh Road;
- (14) on Indian Point Road (heading north) before entering Bartlett Island Landing Road;

Town of Mount Desert Traffic Ordinance

- (15) on Indian Point Road (heading south) before entering Bartlett Island Landing Road;
- (16) on Pretty Marsh Road (travelling northward in the triangle) before entering Indian Point Road;
- (17) on Whitney Farm Road before entering Pretty Marsh Road;
- (18) on Whitney Farm Road before entering Oak Hill Road;
- (19) on Ikes Point Road before entering Route 102;
- (20) on Indian Point Road before entering Pretty Marsh Road (east);
- (21) on Oak Hill Road before entering Route 3;
- (22) on Ripples Road before entering Beech Hill Road; and
- (23) traffic traveling Southeast (towards Somesville from Indian Point Road) on the Oak Hill Road shall be required to stop before entering the intersection with Whitney Farm Road.

In Otter Creek:

- (1) traffic on Wall St. shall be required to stop before entering the intersection with Route 3;
- (2) on Grover Avenue before entering Route 3; and
- (3) traffic on Richardson Avenue shall be required to stop before entering with Route 3.

In Hall Quarry:

- (1) traffic on Easy Street shall be required to stop before entering the intersection with Grants Hill Road;
- (2) on Easy Street before entering Hall Quarry Road;
- (3) on Grants Hill Road before entering Hall Quarry Road; and
- (4) on Hall Quarry Road before entering Route 102 (north and south).

In Seal Harbor:

- (1) traffic on Cooksey Drive shall be required to stop before entering the intersection with County Road;
- (2) on Cooksey Drive (on either the west end or on the east end) before entering Route 3;
- (3) on County Road before entering Route 3;
- (4) on Dodge Point Road before entering Route 3;
- (5) on Jordan Pond Road before entering Route 3;
- (6) on Jordan Pond Road before entering Stanley Brook Road;
- (7) on Lower Dunbar Road before entering Route 3;

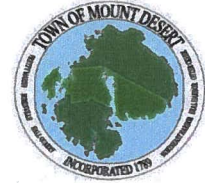
Town of Mount Desert Traffic Ordinance

- (8) on Lower Dunbar Road before entering Wildwood Road;
- (9) on Rowland Road before entering Cooksey Drive;
- (10) on Rowland Road before entering New County Road;
- (11) on Rowland Road at triangle across from #45 Rowland Road;
- (12) on Seal Harbor Town Dock Road before entering Steamboat Wharf Road;
- (13) on Steamboat Wharf Road before entering Cooksey Drive;
- (14) on Steamboat Wharf Road before entering Route 3;
- (15) on Upland Road before entering on either end of Rowland Road;
- (16) on Upper Dunbar Road before entering Route 3; and
- (17) traffic on Wildwood Road shall be required to stop before entering the intersection with Jordan Pond Road.

DRAFT



**BAR HARBOR & MOUNT DESERT
POLICE DEPARTMENTS**
James K. Willis, Chief of Police



BHPD
37 Firefly Lane
Bar Harbor, Maine 04609
Tel: 207-288-3391
jwillis@barharbormaine.gov

MDPD
21 Sea Street, PO Box 248
NE Harbor, ME 04662
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jwillis@mdpolice.org

MEMORANDUM

To: Durlin Lunt, Town Manager
From: David Kerns, Captain
Subj: Traffic Ordinance Revisions for Permit and Paid Parking
Date: March 25, 2021

At their November 15, 2021 meeting the Select Board had a discussion around inadequate parking for some residences in the Main Street area of Northeast Harbor. The Select Board directed Chief Willis to work with Public Works and the Harbormaster to explore resident and employee permit parking. The police department had several meetings with Town staff and members of the Economic Development Committee and I presented our progress back to the Board of Selectman on December 20, 2021.

The draft ordinance changes to include Permit and Paid Parking have now been completed by the Towns Attorney and they are attached. In summary, there are minor updates on pp. 5, 7, & 10 through 14 and more substantial changes on pp. 6 & 17.

The minor updates align our dates for parking regulations with the Town of Bar Harbor's for consistency of enforcement. Dates were changed to "summer" seasonal parking enforcement to be defined as May 15th through October 30th, and "winter" is defined as October 31st through May 14th throughout the entire ordinance. Other minor updates include:

- Section D-3 language to clarify the process in which Public Works and the Police Department shall provide advance notice to vehicles for scheduled snow removal
- Section D-10 (a) additions of (12) & (13) of no parking areas on South Shore Road
- Section D-10 (e) changed from "Parking by Permit" to "Reserved Parking" which removes permit and paid parking areas which will be now be in the Mount Desert Select Board Permit and Paid Parking Policy and clarifies reserved parking areas around the Municipal Building.
- Section D-11 (a) (2) language clarification, as well as the addition of (7) & (8) no parking areas on Jordan Pond Road

Substantial changes to the ordinances are found in Section D-1 and F-4.

- D-1 is new language to define Permit and Paid Parking and requires the Select Board to have a Permit and Paid Parking Policy, which will define permit and paid parking areas within the Town of Mount Desert. This will allow permit and paid parking areas within the Town to be easily adjusted, without amending the ordinance.
- F-4 (a) changed the effective date of the ordinance to the date of its enactment and (b) removed the ordinance expiration date. This relates to other work the Town's Attorney is doing within the Town to get rid of all ordinance expiration dates.

I am recommending that the Board of Selectman accept the proposed amendments to the Town of Mount Desert's traffic ordinance in order to facilitate the creation of the Mount Desert Select Board Permit and Paid Parking Policy to regulate both permit and paid parking within the Town and create consistency for the dates of seasonal parking enforcement.

Permit and Paid Parking Policy

Town of Mount Desert

Applications for permits will be done entirely online. The town has contracted with IPS Group to manage the process. Permit applications will be obtained, completed and managed through the IPS Group portal. Permit approvals will be done during normal business hours, typically Monday through Friday 8:30 AM to 4:30 PM. Permit approvals will normally not be done on holidays and weekends.

Unless otherwise stated, all permits are valid for one year.

I. Permit Types:

- A. Resident Vehicle Permit- A person who resides within the village of Northeast Harbor or at the Seal Harbor Yacht Club in the Town Mount Desert and where parking is not afforded at the residence, shall be eligible to apply for one free seasonal parking permit. Permits will only be issued to park in the village where the applicant resides. The resident permits are valid only for designated spaces as determined by the Town.

Application Requirements:

Fee: \$0

Application Materials Required: Current proof of residency in village where the permit will be issued or the Seal Harbor Yacht Club, and a current vehicle registration.

Application Approval by Parking Staff during normal business hours, and may include a meeting with the applicant at their residence to verify the need for parking.

- B. Boat Owners Lot- A person who owns a vessel that is docked in a seasonal slip at the Northeast Harbor Marina in the Town of Mount Desert and who pays the Northeast Harbor Marina for that dock space shall be eligible to apply for two free seasonal parking permits for the Boat Owners Lot. A transient boater who is renting a temporary slip in the Northeast Harbor Marina shall be eligible to apply for one free parking permit to be valid for the duration of their stay at the Marina.

Application Requirements:

Fee: \$0

Application Materials Required: Current boat registration, license plate number and type and receipt from Northeast Harbor Marina for a seasonal slip or receipt for transient slip fees.

Application Approval by Mount Desert Harbormaster during normal Business hours.

Permit and Paid Parking Policy

Town of Mount Desert

- C. Tennis Court Lot- A person who owns or rents a mooring for a vessel at the Northeast Harbor Marina shall be eligible to apply for one overnight parking permit for the Tennis Court Lot in Northeast Harbor.

Application Requirements:

Fee: \$0

Application Materials Required: Current boat registration, license plate number and type and receipt from Mount Desert Harbor Master for mooring fees payment.

Application Approval by the Mount Desert Harbormaster during normal business hours.

- D. Seal Harbor Mooring Lot- A person who owns or rents a mooring in Seal Harbor shall be eligible to apply for one permit to park overnight in the Seal Harbor Mooring Lot located off of Main street in Seal Harbor.

Application Requirements:

Fee: \$0

Application Materials Required: Current boat registration, license plate number and type, and receipt from the Mount Desert Harbor Master for mooring fees payment.

Application Approval by the Mount Desert Harbormaster during normal business hours.

II. Permit Parking Rules

- A. Resident Parking permits are valid from January 1st to December 31st of a given year.
- B. Boat Owners permits are valid only during the period allowed by the Mount Desert Harbormaster.
- C. Tennis Court Lot permits are valid only during the period allowed by the Mount Desert Harbormaster.
- D. Seal Harbor Mooring Lot permits are valid only during the period allowed by the Mount Desert Harbormaster.
- E. Information that may be needed to apply for permits depending on type in Section
 1. Proof of Property Ownership within the Town, such as a tax or utility bill.
 2. Proof of Residence in the village where the permit will be issued, such as lease or rental agreement, utility bill, driver license, vehicle registration, or any other document proving physical residency.
 3. Proof of current excise tax and registration in the Town of Mount Desert.
 4. Proof of mooring registration or receipt for mooring fees.
 5. Proof of payment for slip fees or mooring fees to the Town of Mount Desert.
 6. License Plate number and type.

Permit and Paid Parking Policy

Town of Mount Desert

- F. The Town of Mount Desert reserves the right to deny a permit request and/or revoke parking permits for blatant non-compliance and abuse of the permit rules at any time.

III. Location of Permit Parking

- A. Boat Owners Lot in Northeast Harbor next to the Marina.
- B. Tennis Court lot located in Northeast Harbor next to the tennis court and Marina. Parking permit required for overnight parking only.
- C. Seal Harbor Mooring Lot, a dirt parking lot located on Main Street in Seal Harbor, permit required to park anytime.
- D. Gray Cow Lot located off of Main Street and Sea Street in Northeast Harbor, residential permit parking clearly marked with signs and permit required to park at all times. (Not to exceed 20 spaces)
- E. Steamboat Wharf Road - one (1) on-street parking space clearly marked with signs and permit required to park at all times.

IV. Paid Parking Areas and Rules

A. Locations of areas for paid parking:

- 1. 11 overnight paid parking spaces in the Municipal Building parking lot. Spaces are clearly marked as paid overnight parking.
- 2. 14 overnight paid parking spaces on the peripheral of the Cranberry Island Parking area. Spaces are clearly marked as paid overnight parking.
- 3. When the above two locations are full overnight paid parking is allowed in the permit area of the Gray Cow Lot which is located off of Main Street and Sea Street in Northeast Harbor. (Not to exceed the 20 permit spaces)

B. Rates For Paid Parking:

- 1. All overnight paid parking spots cost \$10 per night of parking.
- 2. Paid parking is enforced May 15th to October 30th.

**Town of
MOUNT DESERT**

**PUBLIC HEARING NOTICE
TRAFFIC ORDINANCE CHANGES**

Notice is hereby given that the Town of Mount Desert Board of Selectmen will hold a public hearing at its regular meeting beginning 6:30 p.m., May 16, 2022 in the Meeting Room, Town Hall, 21 Sea Street, Northeast Harbor, to hear public comment on and to consider amending the Traffic Ordinance, specifically the addition of, "Permit and Paid Parking", language around the dates of seasonal enforcement, and clarifications of no parking areas in the villages of Northeast Harbor and Seal Harbor. Members of the public are invited to attend and make comment. The complete text of the amendments is available at the Town Office for viewing by interested parties.

Given under our hands at Mount Desert this 15th day of May 2022, the Trustees of the Mount Desert Water District.

Alan C. Joseph

Rosemary Matchak

David Mastropaolo

James Fahey

Stuart H. Burr

Attest: A true copy

Office Manager
Mount Desert Water District

TOWN OF MOUNT DESERT, MAINE

**NOTICE OF PUBLIC MEETING TO APPROVE A
GENERAL OBLIGATION BOND IN A PRINCIPAL AMOUNT NOT
TO EXCEED \$5,344,000**

Notice is hereby given that the Board of Selectmen of the Town of Mount Desert, Maine will meet at the Meeting Room of the Town Hall at 21 Sea Street in Northeast Harbor at 6:30 p.m. on May 16 to consider the adoption of a resolution to authorize the issuance, delivery and sale of a General Obligation Bond and/or General Obligation Bond Anticipation Note of the Town in the amount not to exceed \$5,344,000 to a bank or banks chosen by the Board of Selectmen, to finance improvements to the Northeast Harbor Fire Station in the Town and the installation of fiber optic cable in the Town. The public is invited to attend or to participate remotely using Zoom. The instructions for participating by Zoom are available at the Town's website, mtdesert.org. Written comments received before the meeting will be considered.

**Town of
MOUNT DESERT**

**LUZO Advisory Group & Planning Board
Public Meeting**

DATE: Tuesday, May 17, 2022

TIME: 5:00 PM

IN-PERSON LOCATION: Town Hall Meeting Room,
21 Sea Street, Northeast Harbor. (PER CDC GUIDELINES MASKS ARE RECOMMENDED (FOR THOSE AT HIGH RISK FOR SEVERE ILLNESS))

Meetings will continue to be offered via Zoom see below for connection details

AGENDA

1. Discussion of Joint Workshop.
2. Next steps for short term rentals.
3. Village planning – Otter Creek, Somesville, Seal Harbor Tentative dates.
4. Proposed Land Use Zoning Ordinance and Land Use Map Amendments.
5. Subdivision Ordinance.
6. Other items as needed.

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/88464509513?pwd=MTNYbVYRtaTRSSEw0eVBI VmxtMlNGOT09>

Meeting ID: 884 6450 9513

Passcode: 388574

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

**Need to
submit?**

**To place your Public Notices
contact us by calling**

207-667-2576 or emailing:

publicnotices@ellsworthamerican.com

The Ellsworth American.

&

Mount
Desert **Islander**



SEARCHING FOR YOUR DREAM HOME?

Check out the Real Estate section for
new listings every week in

MINUTES

Town of Mount Desert
Board of Selectmen
Minutes
Organizational Meeting
May 3, 2022

Following the conclusion of Annual Town Meeting

Board Members Present: John Macauley, Martha Dudman, Wendy Littlefield, Geoff Wood, and Rick Mooers

Town Officials Present: Town Manager Durlin Lunt, Public Works Director Tony Smith, Fire Chief Mike Bender, Finance Director Jake Wright, and Town Clerk Claire Woolfolk

I. Call to order at immediately following the Town Meeting.

Chair Macauley called the Meeting to order at 8:33PM.

II. Election of Officers

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, the slate as:

Chair – John Macauley
Vice Chair – Wendy Littlefield
Secretary – Geoff Wood

Motion approved 5-0.

III. Minutes

A. Approval of minutes from April 19, 2022

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of the Minutes of April 19, 2022, as presented.

Motion approved 3-0-2 (Wood and Mooers in Abstention).

B. Approval of minutes from April 20, 2022

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of the Minutes of April 20, 2022, as presented.

Motion approved 3-0-2 (Wood and Mooers in Abstention).

IV. Appointments/Recognitions/Resignations

A. Request appointment of Jonathan Zumwalt as part-time FF/EMT at a starting pay of \$28.22 per hour, effective date of May 4, 2022

MOTION: Ms. Dudman moved, with Mr. Wood seconding, appointment of Jonathan Zumwalt as part-time FF/EMT at a starting pay of \$28.22 per hour, effective date of May 4, 2022, as presented.

Motion approved 5-0.

B. Request appointment of Jeanie Lyons as Full-time Dispatcher at a rate of \$23.38 per hour, effective May 4, 2022

MOTION: Ms. Dudman moved, with Mr. Wood seconding, appointment of Jeanie Lyons as Full-time Dispatcher at a rate of \$23.38 per hour, effective date of May 4, 2022, as presented.

Motion approved 5-0.

Board of Selectmen Meeting Agenda May 4, 2021

C. Consider appointment of Gloria Kunje as an alternate member for the Planning Board, effective May 5, 2022

MOTION: Ms. Dudman moved, with Mr. Wood seconding, appointment of Gloria Kunje as an alternate member for the Planning Board, effective May 5, 2022, as presented.

Motion approved 5-0.

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. Note from League of Women Voters

B. Letter from Maine Historic Preservation Commission regarding the MDI Hiking Trail System from April 19, 2022

C. Hancock County Commissioners Meeting Minutes from April 5, 2022

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

Motion approved 5-0.

VI. Selectmen's Reports

None presented.

VII. Unfinished Business

None presented.

VIII. New Business

A. Consideration of authorizing Public Works Director Tony Smith to negotiate a not to exceed price of \$30,600, the amount remaining in our FY-22 paving budget described in the memo dated April 28, 2022, with qualified paving companies, to place a layer of Surface Maintenance Treatment on Sea Street

MOTION: Mr. Wood moved, with Ms. Dudman seconding, authorization of Public Works Director Tony Smith to negotiate a not to exceed price of \$30,600.00, the amount remaining in the FY-22 paving budget described in the memo dated April 28, 2022, with qualified paving companies, to place a layer of Surface Maintenance Treatment on Sea Street, as presented.

Motion approved 5-0.

B. Consideration of authorizing Public Works Director Tony Smith to execute any necessary documents on behalf of the Town to retain the services of the paving company for item A above.

MOTION: Mr. Wood moved, with Ms. Dudman seconding, authorization of Public Works Director Tony Smith to execute any necessary documents on behalf of the Town to retain the services of the paving company for item A above, as presented.

Motion approved 5-0.

C. Consideration of providing a letter of support for the Acadia Disposal Districts application for Congressionally Directed Spending in the amount of \$350,000 to be used, or more if available, if the application is successful, for development of a regional household hazardous waste and universal waste collection facility

MOTION: Ms. Dudman moved, with Mr. Wood seconding, authorization to provide a letter of support for the Acadia Disposal Districts application for Congressionally Directed Spending in the amount of \$350,000 to be used, or more if available, if the application is successful, for development of a regional household hazardous waste and universal waste collection facility, as presented.

Motion approved 5-0.

D. Annual Policy on Treasurer's Disbursement Warrants for Employee Wages and Benefits

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy on Treasurer's Disbursement Warrants for Employee Wages and Benefits, as presented.

Motion approved 5-0

E. Annual Policy on Treasurer's Disbursement Warrants for State Fees

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy on Treasurer's Disbursement Warrants for State Fees, as presented.

Motion approved 5-0.

F. Annual Policy on Disbursement of Municipal Education Costs

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy on Disbursement of Municipal Education Costs, as presented.

Motion approved 5-0.

G. Annual Policy on Application of Payments to Unpaid Taxes

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy on Application of Payments to Unpaid Taxes, as presented.

Motion approved 5-0.

H. Annual Policy on Reimbursement (Code Enforcement Officer Permits)

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy on Reimbursement (Code Enforcement Officer Permits), as presented.

Motion approved 5-0.

I. Annual Policy Authorizing Town Manager and his Designee to sign BYOB and Off-premises Catering Liquor License Applications on behalf of the Municipal Officers

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Annual Policy Authorizing Town Manager and his Designee to sign BYOB and Off-premises Catering Liquor License Applications on behalf of the Municipal Officers, as presented.

Motion approved 5-0.

J. Annual Approval of Town Counsel

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, annual approval of Town Counsel, as presented.

After some discussion:

MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, to table the approval of Town Counsel until the next meeting. Motion approved 5-0.

IX. Other Business

None presented.

X. Treasurer's Warrants

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

Town Invoices	AP#2264	05/04/22	\$ 175,818.08
Reissue of Stopped Payment	AP#2262	04/27/22	\$ 23,836.02
Total			\$ 199,654.10

MOTION: Mr. Wood moved, with Ms. Dudman seconding, approval and signature of the Treasurer's Warrant as shown above. Motion approved 5-0.

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

State Fees & PR Benefits	AP#2261	04/21/22	\$ 79,329.98
	AP#2263	04/27/22	\$ 4,222.46
Town Payroll	PR#2224	04/29/22	\$ 126,976.77
	PR#2225	04/21/22	\$ 2,151.85
Total			\$ 212,681.06

MOTION: Mr. Wood moved, with Ms. Dudman 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:

School Invoices			
School Payroll	22	04/29/22	\$ 189,623.45
Total			\$ 189,623.45

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, acknowledgement of Treasurer's School Board AP/Payroll Warrants as shown above. Motion approved 5-0.

Grand Total			\$ 601,958.61
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XI. Adjournment

MOTION: Ms. Dudman moved, with Mr. Wood seconding, to adjourn the meeting. Motion approved 5-0.

The meeting adjourned at 8:48PM.

Respectfully Submitted,

Geoff Wood

APPOINTMENTS

RECOGNITIONS

RESIGNATIONS



Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

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

Web Address www.midesert.org

Resident Request for Appointment to Volunteer Board or Committee

Thank you for expressing an interest in serving on one of the Town's volunteer Boards or Committees. Before the Board of Selectmen makes appointments, they would like to know a little about you and why you feel you could contribute to the Board or Committee. Please take a few minutes and complete the brief expression of interest information below and return to the Town Clerk, PO Box 248/21 Sea St, Northeast Harbor ME 04662.

Name: Jennifer Judd-McGee Date: 5/9/22
 Street Address: 8 Rye Field Lane Phone: Home 207-276-3229
 Mail Address: PO Box 310 Northeast Harbor Work 207-276-8087
 E-mail: jimcgee@gmail.com Cell 207-807-1313

Are you a registered voter in the Town of Mount Desert? Yes No

Appointment(s) requested: Economic Development Committee Member

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: no

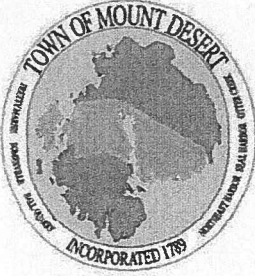
Are there other background experiences or skills that you feel would contribute to this appointment?

I am on the Mount Desert Chamber Board

Why are you interested in this appointment? I'm invested in economic development success in town

What are your goals for this Board or Committee? to offer my assistance as needed / requested

Do you have conflicts with meeting times or group assignments? no



Town of Mount Desert
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

Resident Request for Appointment to Volunteer Board or Committee

Thank you for expressing an interest in serving on one of the Town's volunteer Boards or Committees. Before the Board of Selectmen makes appointments, they would like to know a little about you and why you feel you could contribute to the Board or Committee. Please take a few minutes and complete the brief expression of interest information below and return to the Town Clerk, PO Box 248/21 Sea St, Northeast Harbor ME 04662.

Name: MATTHEW HART Date: 5/10/22
Street Address: 27 CORNING WAY, NEH Phone: Home 669-2514
Mail Address: PO BOX 844, NEH Work 276-5039
E-mail: MATT@THENEIGHBORHOODHOUSE.COM Cell 669-2514

Are you a registered voter in the Town of Mount Desert? Yes No

Appointment(s) requested: ECONOMIC DEVELOPMENT CMT.

If you have previously served on any Boards or Committees in the Town of Mount Desert, please describe your experience: 8.5 YEARS ON SELECT BOARD; APPROX. 6 YEARS

EX-OFFICIO MEMBER OF BROADBAND CMT; APPROX. 10 YEARS ON VARIOUS ECONOMIC DEVELOPMENT GROUPS.

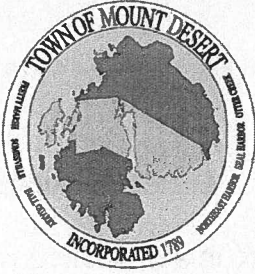
Are there other background experiences or skills that you feel would contribute to this appointment?

ASSISTED SEVERAL PROJECTS GOING THROUGH THE BUDGET AND WARRANT PROCESSES; NATURAL CHARM.

Why are you interested in this appointment? I WOULD APPRECIATE THE OPPORTUNITY TO HELP MAKE IMPROVEMENTS TO OUR COMMUNITY

What are your goals for this Board or Committee? I THINK THE COMMITTEE NEEDS TO IDENTIFY SOME REALISTIC ECONOMIC/COMMUNITY DEVELOPMENT PROJECTS ACROSS MT. DESERT. THE GROUP HAS BEEN SOMEWHAT INACTIVE AS OF LATE.

Do you have conflicts with meeting times or group assignments? NONE THAT I AM AWARE OF.



Town of Mount Desert

21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5744 Fax 207-276-5142
www.mtdesert.org highway@mtdesert.org

MEMO

To: Tony Smith
From: Ben Jacobs, Highway Superintendent
Re: Logan Lemoine
Date: May 10, 2022

As you know we typically hire four summer helpers each year, two for the refuse packer trucks, one for buildings and grounds and one for wastewater. For our 2022 summer season, I recommend the appointment of Logan Lemoine as a helper on one of our refuse packer trucks. He has accepted our verbal offer and understands his employment with us is subject to being appointed by the Selectboard. He also understands the offer is not for full-time employment with us, that there are no benefits associated with the proposed hire other than the earned paid leave law (EPL), is seasonal in nature and will end as described below. The wages are based on the excellent job he has done working as part of the towns clean-up week crew the past three years and an extremely competitive job market.

Based on his work ethic, successful history with the town, and his efforts during this year's clean-up week as a helper, I request that Logan Lemoine be appointed as a part-time seasonal employee at an hourly rate of \$18.50 per hour effective June 13, 2022, ending on or before September 19, 2022, assisting one of our year around refuse packer drivers with picking up trash on their daily routes. Logans primary duties will be those typically associated with the refuse department, but he will also work in other divisions of the Public Works Department as needed and time allows.

Cc. Durlin Lunt Jr, Town Manager
Claire Woolfolk, Town Clerk

CERTIFICATE OF APPOINTMENT

Municipality of **MOUNT DESERT**

County of **HANCOCK**

State of **MAINE**

The Board of Selectmen of the Municipality of the Town of Mount Desert, in accordance with the provisions of the laws of the State of Maine, hereby appoints the following **employees** within and for the Municipality of Mount Desert for the positions and terms indicated:

Name	Position	Term
Kyle Avila	Assessor	June 1, 2022 - May 31, 2023
Kyle Avila	Addressing Officer	June 1, 2022 - May 31, 2023
Michael Bender	Fire Chief	June 1, 2022 - May 31, 2023
Michael Bender	Fire Warden	June 1, 2022 - May 31, 2023
Michael Bender	Emergency Management Dir	June 1, 2022 - May 31, 2023
Kevin Edgecomb	Shellfish Warden	June 1, 2022 - May 31, 2023
Leigh Guildford	Shellfish Warden	June 1, 2022 - May 31, 2023
Kimberly Keene	Code Enforcement Officer	June 1, 2022 - May 31, 2023
Kimberly Keene	Building Inspector	June 1, 2022 - May 31, 2023
Kimberly Keene	Local Plumbing Inspector	June 1, 2022 - May 31, 2023
Kimberly Keene	Deputy General Assistance	June 1, 2022 - May 31, 2023
John Lemoine	Harbormaster	June 1, 2022 - May 31, 2023
Durlin E. Lunt, Jr.	Town Manager	June 1, 2022 - May 31, 2023
Durlin E. Lunt, Jr.	Overseer of the Poor	June 1, 2022 - May 31, 2023
Durlin E. Lunt, Jr.	Road Commissioner	June 1, 2022 - May 31, 2023
Durlin E. Lunt, Jr.	Public Access Officer	June 1, 2022 - May 31, 2023
Durlin E. Lunt, Jr.	Local Health Officer	June 1, 2022 - May 31, 2025
Mount Desert Selectmen Board	General Assistance Fair Hearing Authority	June 1, 2022 - May 31, 2023
Shawn Murphy	Shellfish Warden	June 1, 2022 - May 31, 2023
Scott Pinkham	Animal Control Officer	June 1, 2022 - May 31, 2023
Anthony Smith	Acting Town Manager	June 1, 2022 - May 31, 2023
Adam Thurston	Deputy Harbormaster	June 1, 2022 - May 31, 2023
Adam Thurston	Shellfish Warden	June 1, 2022 - May 31, 2023
James Willis	Police Chief	June 1, 2022 - May 31, 2023

Claire Woolfolk	Town Clerk	June 1, 2022 - May 31, 2023
Jacob Wright	Treasurer	June 1, 2022 - May 31, 2023
Elizabeth Yeo	Excise Tax Collector	June 1, 2022 - May 31, 2023
Elizabeth Yeo	BMV Excise Tax Collector	June 1, 2022 - May 31, 2023
Lisa Young	Tax Collector	June 1, 2022 - May 31, 2023

Given under our hands this 16th day of May 2022 at Mount Desert, Maine:

Martha T. Dudman –

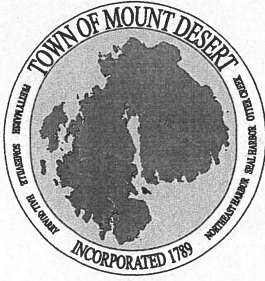
Wendy H. Littlefield -

John B. Macauley –

James F. Mooers –

Geoffrey Wood –

A majority of the Municipal Officers of the Town of Mount Desert



Town of Mount Desert

Claire Woolfolk, Town Clerk
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248

Telephone 207-276-5531 Fax 207-276-3232
E-mail townclerk@mtdesert.org Web Address www.mtdesert.org

MEMO

DATE: May 3, 2022

TO: Board of Selectmen

FROM: Claire Woolfolk, Town Clerk

Claire

RE: Election/Ballot Clerks and Election Warden/Deputy Moderator Rates of Pay

Considering the many years of experience and reliability of the Town of Mount Desert's election workers, I would like to raise the following election workers hourly rate of pay to \$20.00/hour in recognition of their years of service and mastery of the skills needed to perform their duties.

Barbara Dickson (election clerk since 2016) has worked multiple duties on election day (set up/close, check-in, ballot clerk, ballot box, absentee ballot processing, and deputy registrar) and has shown proficiency in all areas of the election process

The election workers are highly trained to handle confidential and sensitive material in a professional manner and to execute the duties required by the Secretary of State's Election Office, which at times can be very stressful. I feel Barbara has earned the increase in pay to continue to motivate her to work on our election staff.

The Town of Mount Desert is very fortunate to have dedicated long-serving people to work the polls. We have been recognized by the Secretary of State's Office as being one of the most accurate towns in Maine for the reconciliation of their election results (Voter Participation History matching Total Ballots Cast). This only happens when the check-in clerks and counting clerks are diligent and meticulous.

Town Clerk

From: Jake Wright
Sent: Friday, May 6, 2022 10:30 AM
To: Karen Richter; Town Clerk
Cc: Elizabeth Yeo; Lisa Young
Subject: RE: Withdrawal of new dispatch hire

Follow Up Flag: FollowUp
Flag Status: Flagged

From: Karen Richter <krichter@mdpolic.org>
Sent: Friday, May 6, 2022 9:48 AM
To: Town Clerk <townclerk@mtdesert.org>
Cc: Jake Wright <financedirector@mtdesert.org>
Subject: Withdrawal of new dispatch hire

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,

Just letting you know that Jeanie Lyons has withdrawn her employment offer as full time dispatcher here at MDPD.

Karen

*Karen J. Richter
Administrative Assistant
Bar Harbor & Mount Desert Police Departments*

MDPD

PO Box 248, 21 Sea Street
Northeast Harbor, ME 04662
Phone: 207-276-5111
Fax: 207-276-5732

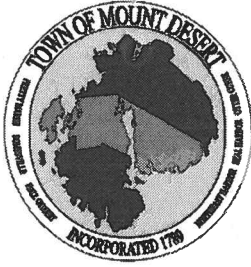
krichter@mdpolic.org

BHPD

37 Firefly Lane
Bar Harbor, ME 04609
Phone: 207-288-3391
Fax: 207-288-2120

krichter@mdpolic.org

CONSENT AGENDA



Town of Mount Desert

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

Telephone 207-276-5744 Fax 207-276-5142

www.mtdesert.org highway@mtdesert.org

Otter Creek, Seal Harbor, Northeast Harbor, Somesville,
Hall Quarry and Pretty Marsh

MEMO

To: Tony Smith, Public Works Director
From: Benjamin Jacobs, Highway Superintendent
Re: March & April Monthly Reports
Date: May 9, 2022

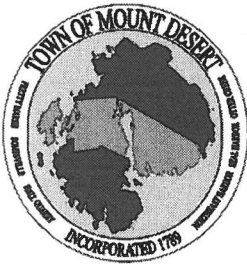
Highway Crew

- Plowed and sanded roads during the snowstorms that we received in March.
- Hauled snow from various dumpsites throughout town to Suminsby Park.
- Completed our Bureau of Labor Standards inspections on, for example, fire extinguishers, secondary containment structures and eyewash stations.
- Removed plow gear from our trucks and equipment.
- Started sweeping sidewalks and roadways.
- Unposted our roads on April 15th.
- Put the swim float and the boat launching float in the water at Long Pond.
- Cleaned the highway garage and bus garage.
- Put out benches, trash cans and picnic tables for the season.
- Performed maintenance and made repairs to our equipment and trucks in the public works department and other town departments.
- Cold patched potholes throughout the town's villages.
- Repaired a sinkhole at the marina in Northeast Harbor.
- Had a successful clean up week.
- Repaired a section of sidewalk near the Seal Harbor Beach.
- Repaired a sewer manhole near Tennis Club Road.
- Installed and repaired signs.
- Ordered a new sidewalk machine with a v-plow and other equipment for it.

Buildings & Grounds and Parks & Cemeteries

The crew:

- Cleaned the town office, dispatch area police station and the public restrooms at the marina daily.
- Shoveled snow from walkways and salted walkways around the outside of town office, police department, highway garage, bathroom entrances to the public restrooms at the marina, and the main entrances to all three of the fire station buildings when it snowed.
- Cleaned the highway garage office areas and bathrooms as needed.



Town of Mount Desert

21 Sea Street, P.O. Box 248

Northeast Harbor, ME 04662-0248

Telephone 207-276-5744 Fax 207-276-5142

www.mtdesert.org highway@mtdesert.org

Otter Creek, Seal Harbor, Northeast Harbor, Somesville,
Hall Quarry and Pretty Marsh

- Serviced lawn mowing equipment in preparation for the up coming mowing season.

Solid Waste

The crew:

- Continued to pick up trash on their daily routes.
- Continued to police the area around the dumpsters at the highway garage and recycling center before heading out to begin their daily collection. The area looks nice when they leave.
- Put out our seasonal dumpsters.
- Started to get our second refuse packer truck ready for the summer.
- The interim recycling is working well. We are seeing more use now than the first couple of months stated it again.

Cc. Claire Woolfolk, Town Clerk
Durlin Lunt, Town Manager



Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Shenna Bellows
Secretary of State

May 11, 2022

Julie L. Flynn
Deputy Secretary of State

Claire Woolfold-Town Clerk
Town of Mount Desert
PO Box 248
Mount Desert, ME 04662

Re: Request Voting Place Move for the June 14, 2022 Primary Election

Dear Claire:

I have reviewed your request to change the location of Mount Desert's voting place for the June 14, 2022 Primary Election, including your submission of the following documents: (1) Application to Change the Physical Location of a Voting Place, (2) Municipal Self-Certification for Voting Place Accessibility, (3) a proposed voting place layout drawing, and (4) your letter of addendum to your application. This letter confirms the requested new voting place location and the reason for your request:

- The location of the November 2, 2021 Referendum Election was the Somesville Fire Station, 1187 Main St., Mount Desert, ME.
- You have requested to move the location to the Mount Desert Town Hall Meeting Room, 21 Sea St., Mount Desert, ME.; a location we previously approved for you to use for smaller elections.
- The reason for the change is to return to your traditional voting place, offering greater space and parking. Since the Somesville Fire Station is no longer available

Having reviewed the information that you have provided, I hereby approve Mount Desert's request to use the Mount Desert Town Hall Meeting Room, Mount Desert, ME for the June 14, 2022 Primary Election. You are responsible for ensuring the following:

- The new location meets all accessible voting place requirements, and that all requirements are in place before the polls open.
- The new location allows sufficient space for the AVS (currently the ExpressVote) to be set up with 5' clearance for maneuverability and so that the voter's back is to the wall and facing out, for privacy and reduction of distractions.
- The AVS is set up and operational before the polls open, that election clerks are trained to assist voters with its use if requested, and that any problems with the equipment or questions about procedures are reported to the Secretary of State's Office immediately.
- The new location provides sufficient parking and the required number of accessible parking spaces (or approved drop-off area).

If you should have any further questions, please don't hesitate to call me or the staff of the Elections Division at 624-7650.

Sincerely,

Julie L. Flynn
Deputy Secretary of State
Bureau of Corporations, Elections and Commissions



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

APR 22 2022

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

19 April 2022

Durlin E. Lunt, Jr.
Mount Desert Town Manager
21 Sea Street
PO Box 248
Northeast Harbor, ME 04662

Re: Mount Desert Island Hiking Trail System, Mount Desert Island, Hancock County, Maine.

Dear Mr. Lunt:

The Maine Historic Preservation Commission is pleased to inform you that the **Mount Desert Island Hiking Trail System** was entered in the National Register of Historic Places on April 8, 2022 by the National Park Service, Department of the Interior, Washington, DC. A certificate signifying this recognition will be forwarded to you at your request.

If the Commission may be of further assistance to you in preserving this historic property, please do not hesitate to contact us.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer

COMMISSIONERS SPECIAL MEETING

Learn more about *HANCOCK COUNTY* by visiting
www.co.hancock.me.us

Audio recordings of the meeting are available upon request

The special meeting of the Hancock County Commissioners was brought to order by Commissioner Clark at 8:30 a.m. on **Tuesday April 20, 2022**. Commissioner Wombacher, Commissioner Paradis, County Administrator Scott Adkins and Deputy County Administrator Rebekah Knowlton were also present, as well as several Department Heads. The meeting was held using a hybrid format and Department Heads and members of the public were able to attend in person or via Zoom.

Adjustments to agenda:

MOTION: Move to approve the agenda as presented with the exception of removing item 6 and adding two resignations as 12 c and d (Paradis/Clark 3-0, motion passed)

Public Comment: none

Meeting Minutes:

MOTION: Move to approve the minutes of the April 5, 2022 Regular Meeting as presented. (Paradis/Clark 3-0, motion passed)

ARP:

MOTION: Move to accept and file the Broadband Report as presented (Paradis/Clark 3-0, motion passed)

UT:

Discussion on Fletcher's Landing Boat Ramp –

UT Supervisor Millard Billings reported that there is some confusion about what land the State actually owns on Graham Lake. Once that is determined it can be decided where the boat ramp should be located.

MOTION: Move to continue the ATV grant pass through money program for area ATV Clubs as we did last year as recommended (Paradis/Clark 3-0, motion passed)

Airport:

MOTION: Move to set the Airport Overnight parking fee as follows: Single \$10, Light Twin \$20, Turbo Prop \$30, Heavy Turbo Prop and Light Jet \$40, Medium Jet \$50, and Heavy Jet \$75. (Paradis/Clark 3-0, motion passed)

MOTION: Move to send a letter to Columbia Air Service – BHB expressing the Commissioners' concern that Columbia Air Service – BHB is not meeting standards for FBO Categories VI and VIII as defined in the Hancock County/Bar Harbor Airport Minimum Standards. (Paradis/Clark 3-0, motion passed)

Deeds:

MOTION: Move to approve to advertise for a Full time Clerk position. (Paradis/Clark 3-0, motion passed)

MOTION: Move to approve to advertise for two Temporary full-time clerks to be funded through the surcharge account as recommended (Paradis/Clark 3-0, motion passed)

MOTION: Move to go into Executive Session as permitted by M.R.S.A. Title 1§405 6(E) to consult with legal counsel (Paradis/Clark 3-0, motion passed)

Time in: 9:02 am

Time out: 10:00 am

Probate:

MOTION: Move that the Probate Office be allowed to work Kathy Zerrien Monday and Tuesday in person, half day in person Wednesday and the balance of Wednesday, Thursday and Friday remote up until and not to exceed the last pay period in June (Clark/Wombacher 3-0, motion passed)

RCC:

MOTION: Move to approve the purchase of the 5-year option of the I Am Responding Dispatch Tool using ARPA funds as recommended (Paradis/Clark 3-0, motion passed)

Maintenance:

MOTION: Move to approve the purchase of a John Deere 48" Z-Turn lawn mower from United AG & Turf for \$5,868.59 with funds coming from Building Maintenance escrow account G 3011-00 as recommended. (Paradis/Clark 3-0, motion passed)

MOTION: Move to approve the Access Control Software and additional doors purchase from Cincinnati Time of Maine, in the amount of \$12,399 to be funded from account E 70-201/ARPA/Server Upgrade and allowing overspending this account by approximately \$4,000 as recommended. (Paradis/Clark 3-0, motion passed)

County Administrator:

MOTION: Move to renew the Wellness Program Contract with UltraBenefits, Inc. provided the terms of the renewal are the same as last year as recommended and seek an extension to make this contract align with the County's plan year in the future. (Paradis/Clark 3-0, motion passed)

Commissioners:

MOTION: Move to advertise the Treasurer opening, accept letters of interest along with qualifications, and meet with qualified individuals in order to decide whose name to submit to Governor's office for appointment, (Paradis/Wombacher 2-1, Clark opposed, motion passed)

Commissioner Clark said he believes we have a unique situation; our Finance Director is and will be the only person on the ballot. Sending out notices, etc. may be confusing and misleading.

Commissioner Clark said he would like to inform the Governor that Monica Cease is the Commission's choice for Treasurer and should be the choice to take over until the election.

Future Meeting Dates:

May 3, 2022
May 17, 2022
June 7, 2022

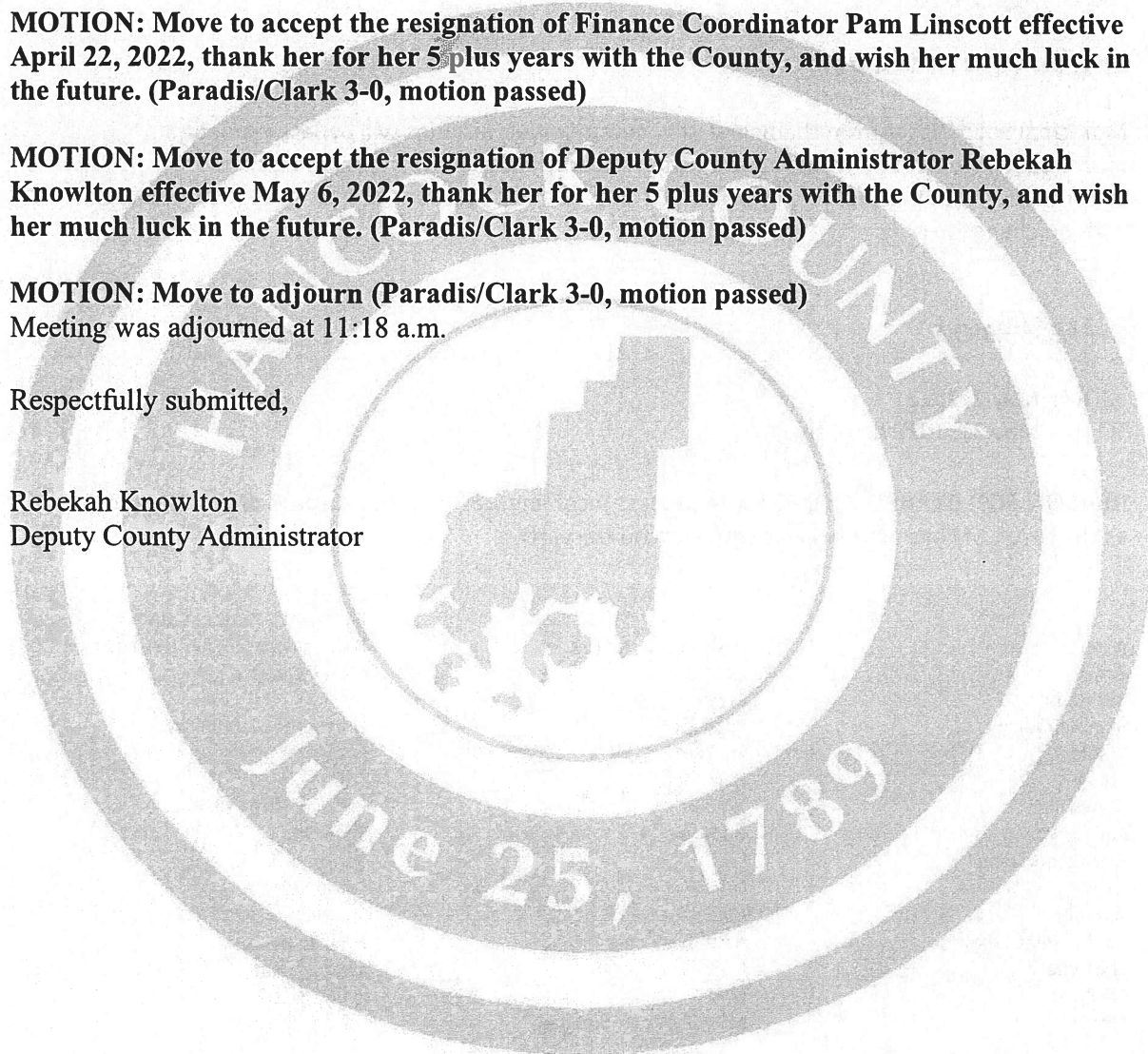
MOTION: Move to accept the resignation of Finance Coordinator Pam Linscott effective April 22, 2022, thank her for her 5 plus years with the County, and wish her much luck in the future. (Paradis/Clark 3-0, motion passed)

MOTION: Move to accept the resignation of Deputy County Administrator Rebekah Knowlton effective May 6, 2022, thank her for her 5 plus years with the County, and wish her much luck in the future. (Paradis/Clark 3-0, motion passed)

MOTION: Move to adjourn (Paradis/Clark 3-0, motion passed)
Meeting was adjourned at 11:18 a.m.

Respectfully submitted,

Rebekah Knowlton
Deputy County Administrator





BYPASS NOTICE – Municipal Waste (Residential)

FROM: Sent on behalf of Coastal Resources of Maine LLC
To: Waste Management, PERC, NEWSME, MRC, Maine DEP
DATE: April 29, 2022

DESCRIPTION OF WASTE:

Municipal Solid Waste from the below MRC communities/facilities will bypass residential, municipal waste to PERC **from Monday, May 2nd until May 31st**. The remaining MRC communities/facilities (not listed) below will continue to deliver to Crossroads in Norridgewock with no change in May.

BYPASS PERIOD

FROM: May 2, 2022
TO: May 31, 2022 (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	Dedham / Lucerne	(Tremont, Trenton, Cranberry Isle, Frenchboro, SW Harbor, Mount Desert)
Bangor	Dixmont	
Bar Harbor	Dover - Foxcroft	
Blue Hill/Surry	Eddington	Northern Katahdin SW
Bradley	Franklin	Orono
Brewer	Hampden	Otis
Brownville	Holden	Pleasant River SWD
Bucksport	Hudson	Sherman
Burlington/Lowell	Lee	Sorrento
Carmel	Levant	Springfield
Castine	Mariaville	Steuben
Central Penobscot	Mattawamkeag	Sullivan
Cherryfield	Millinocket	Swan's Island
Chester	Milo	Union River
Clifton	MDI/ EMR communities	Verona Island

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



Join Our Mailing List!

Special Board Meetings in May

May 4, 2022

Thank you to everyone who attended last week's Finance and our Regular Board of Directors Meetings. The recordings are available on our [YouTube page](#). We had great discussions and updates from the Board and some remote participation from members.

As a part of our plans to be prepared for the sale of the facility and to evaluate the potential bidders, we expect to have a number of Special Board of Directors Meetings between May 18 and June 2. We have confirmed Wednesday, May 18 and Friday, May 20 from 3 PM -5 PM for Special Board of Directors Meetings. These meetings will be available to watch live on Facebook except for the executive sessions, which are expected to take up the majority of the time. The public portion recordings will be available on YouTube too. We will send reminders and official agendas closer to the meeting dates.

The Board expects to finalize their Special Board Meeting schedule during the May 18 meeting. It is important for the Board to meet during this period because on May 16, preliminary bidder qualifications are due and the MRC expects to screen these for financial and technical capabilities. On May 27 final bidder qualifications and draft agreements are due and the MRC will continue our review. The Board meetings during the critical two week period will help to secure the best outcome for MRC members.

Should 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 or a [MRC Board Member](#).

ACADIA DISPOSAL DISTRICT

P.O. Box 248, Northeast Harbor, Maine 04662 207-276-5743 Fax. 207-276-5742

Meetings conducted in general conformance with Roberts Rules of Order

Meetings By Teleconference

Teleconference: Toll-free access # 1-800-444-2801 and conference code 9678291#. See protocol below.

9:30 AM; June 3, 2022

Public Hearing: FY-23 Draft Budget

1. Call to order.
2. Consideration of FY-23 draft budget.
3. Adjournment.

Regular Meeting Agenda (Immediately following FY-23 Draft Budget Public Hearing)

1. Call to order.
2. Consider regular meeting minutes of March 23, 2022 (No April meeting held).
3. Financial report.
 - A. Consideration of acceptance of FY-23 draft budget.
 - B. Consideration of invoices, if any.
 - C. Financial report.
4. Regular Business.
 - A. HHW and UW schedule: September 24, 2022, at MDIHS; which parking lot to be determined later.
 - B. Congressionally Directed Spending funding application update.
 - C. MRC and Coastal Resources of Maine Update.
 - D. Website update, if any.
 - E. By-law change update.
 - F. Discussion of resuming in-person or beginning zoom meetings.
 - G. Director comments.
5. Input from the attending public.
6. Assignments per Director.
7. Any other business as may be legally conducted.
8. Next regularly scheduled meeting at 9:30 AM, June 30, 2022.
9. Executive session: None scheduled.
10. Adjournment.

Teleconferencing: We ask that you identify yourself upon joining the meeting. During the meeting if you have a comment or question, we ask that you identify yourself during a pause in the proceedings and ask to be recognized to speak. You will be allowed that opportunity at the next opportune time. Thank you.

UNFINISHED BUSINESS



Town of Mount Desert

Board of Selectmen

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

May 3, 2022

Approved Town Counsel for 2022-2023

**Bergen & Parkinson
Drummond Woodsum Law Firm
Eaton Peabody
Roger Huber, Farrell, Rosenblatt & Russell
William Kelly, Atty. of Kelly & Collins, LLC
Olafsen & Eilers, LLC
Patterson Law Offices
James Collier, Smith & Collier PA**

Dated: May 3, 2022 at Town of Mount Desert:

NEW BUSINESS

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee - \$10.00

NOTE - Applications are due 60 days prior for major events and
30 days prior to event for minor events.

PERMIT #: 5-2022 DATE OF EVENT: 7/11/22 TIME: 10 . 2

DATE APPLICATION RECEIVED: 4.11.2022 # Expected to attend 20

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

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

APPLICANT: GAIL GERBER
(Print) (Signature)
MAILING ADDRESS: 170 St. Elmo Way San Francisco, CA 94127

PHONE: _____
(Home) (Business) (cellular)
415-610-0072 415-748-8852

OTHER CONTACT INFO: _____
AGENT: RACHEL SISSON
(Print) (Email) (Signature) (fax)
AGENT MAILING ADDRESS: PO Box 63 MOUNT DESERT, ME 04660

PHONE: _____
(Agent home) (Agent business) (Agent cellular)
401-935-6704

OTHER CONTACT INFO: rsisson@gmail.com
(Agent email) (Agent fax)

What is the tax status of the applicant? (Non-profit) N/A
Does the applicant propose that amplified sound be used for event? Yes _____ No

If yes, include description:

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

use of the Suminsby Park Picnic area for a picnic lunch

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

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

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION
Application Fee - \$10.00

APR 21 2022

NOTE - Applications are due 60 days prior for major events and
30 days prior to event for minor events.

PERMIT #: 8-2022 DATE OF EVENT: MAY 25th, 2022 TIME: 9am - 1pm

DATE APPLICATION RECEIVED: 4.21.2022

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

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

APPLICANT: JARROD KUSHLA [Signature]
(Print) (Signature)

MAILING ADDRESS: PO BOX 164 MOUNT DESERT, ME 04660

PHONE: (207) 460-3286 SAME SAME
(Home) (Business) (cellular)

OTHER CONTACT INFO: jarrodkushla@icloud.com N/A
(Email) (fax)

AGENT: SAME AS ABOVE
(Print) (Signature)

AGENT MAILING ADDRESS: SAME AS ABOVE

PHONE: N/A N/A N/A
(Agent home) (Agent business) (Agent cellular)

OTHER CONTACT INFO: N/A N/A
(Agent email) (Agent fax)

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

Does the applicant propose that amplified sound be used for event? Yes _____ No

If yes, include description:

N/A

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

REQUEST TO HOST A COAST GUARD MORALE PICNIC ON THE MARINA GREEN
ON WEDNESDAY MAY 25th, 2022 FROM 9:00am - 1:00pm. EVENT WOULD INCLUDE
APRX 75 COAST GUARD MEMBERS AND BACKYARD STYLE GAMES WITH FOOD.
ALL EQUIPMENT (TABLES/CHAIRS) AND TRASH WILL BE REMOVED FROM SITE.

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

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

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee – \$10.00

NOTE - Applications are due 60 days prior for major events and
30 days prior to event for minor events.

PERMIT #: 9-2022 DATE OF EVENT: JULY 13, 2022 TIME: 6PM-7:30PM

DATE APPLICATION RECEIVED: 5-4-2022

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

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

APPLICANT: NEIGHBORHOOD HOUSE
(Print) (Signature)

MAILING ADDRESS: PO BOX 332, NEH, ME 04662

PHONE: 276.5039
(Home) (Business) (cellular)

OTHER CONTACT INFO: annemarie@theneighborhoodhouse.com
(Email) (cellular) (fax)

AGENT: ANNE-MARIE HART Ann-Marie Hart
(Print) (Signature)

AGENT MAILING ADDRESS: SAME AS ABOVE

PHONE: 276.5039 207.479.2929
(Agent home) (Agent business) (Agent cellular)

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

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

Does the applicant propose that amplified sound be used for event? Yes _____ No _____

If yes, include description:
POSSIBLY. THERE MIGHT BE SOME MINOR APPLICATION TO PROJECT THE ACTORS' VOICES BUT IT WOULDN'T BE ANYTHING EXTREME.

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do)
A FREE COMMUNITY PUPPET SHOW PUT ON BY THE BARN ARTS COLLECTIVE. THIS EVENT IS CO-SPONSORED BY THE NORTHEAST HARBOR LIBRARY.

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

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

TOWN OF MOUNT DESERT
PUBLIC SPACE SPECIAL EVENT APPLICATION

Application Fee - \$10.00

NOTE - Applications are due 60 days prior for major events and
30 days prior to event for minor events.

PERMIT #: 10-2022 DATE OF EVENT: June 9 TIME: 4:00-6:00

DATE APPLICATION RECEIVED: 5-9-2022

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

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

APPLICANT: Mount Desert Elementary School
(Print) (Signature)

MAILING ADDRESS: 8 Joy Rd. Northeast Harbor

PHONE: 207-276-3348
(Home) (Business) (cellular)

OTHER CONTACT INFO: angelique.hodgdon@mdirs.org 207-276-5830
(Email) (fax)

AGENT: _____
(Print) (Signature)

AGENT MAILING ADDRESS: _____

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

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

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

Does the applicant propose that amplified sound be used for event? Yes _____ No _____

If yes, include description:
We will have a microphone to announce the kids.

USE REQUESTED (Applicant, review the Public Space Use Policy, then explain what you want to do)
We would like to have our 8th Grade promotion in this space. Thank you

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

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

Town Clerk

From: Durlin Lunt
Sent: Thursday, May 5, 2022 9:20 AM
To: Town Clerk
Subject: FW: Power lines

From: Stephens, Alex <a.stephens@rivers.org>
Sent: Thursday, May 5, 2022 9:00 AM
To: Durlin Lunt <manager@mtdesert.org>
Subject: Power lines

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.

Hi Durlin,

Now that it's May, is a good time to float the idea of burying the power lines around the Seal Harbor roadway? Just thinking from the start of the view as you come down the Hill to the fountain and maybe down the Wharf Road before you get to the Stillman house. I know it's a huge and expensive project and would be years in the making but figure I'd see if we could get the ball rolling and at least discuss it at some way. Thinking how nice NEH looks without those lines and then thinking about the view and how beautiful Seal Harbor and beach are.

Hope you're well. Looking forward to getting back up there.

Alex



Alex P. Stephens '83
Associate Director of Admissions
THE RIVERS SCHOOL
333 Winter Street, Weston, MA 02493
339-686-2254
a.stephens@rivers.org
www.rivers.org



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): <u>Hobco Ent.</u>	Business Name (D/B/A): <u>Lighthouse Inn and Restaurant</u>
Individual or Sole Proprietor Applicant Name(s): <u>Katherine M. Conkey</u>	Physical Location: <u>12 Main Street Seal Harbor, ME</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <u>PO Box 369 Seal Harbor, ME 04675</u>
Mailing address, if different from DBA address:	Email Address: <u>lighthouseinn3958@gmail.com</u>
Telephone # Fax #: <u>(207) 610-0438</u>	Business Telephone # Fax #: <u>(207) 276-3958</u>
Federal Tax Identification Number: <u>20-0138465</u>	Maine Seller Certificate # or Sales Tax #: <u>1173545</u>
Retail Beverage Alcohol Dealers Permit:	Website address: <u>www.lighthouseinnandrestaurant.com</u>

1. New license or renewal of existing license? New Expected Start date: _____
 Renewal Expiration Date: 7/23/2022

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: 298,000 Beer, Wine or Spirits: 15,000 Guest Rooms: _____

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
 Malt Liquor (beer) Wine Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

12 Main Street Seal Harbor, ME

6. Is the licensee/applicant(s) citizens of the United States? Yes No

7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Katherine M. Conley (Savarin)		Sevilla, Spain (USAF)
Kayla M. Conley		Augusta, Maine

Residence address on all the above for previous 5 years	
Name	Address:
KMC	62 Jordan Pond Road Seal Harbor, ME
KMC	same as above

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Restaurant

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Northeast Harbor

Distance: 3 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: March 18, 2022

Katherine M. Conkey
Signature of Duly Authorized Person

Signature of Duly Authorized Person

Katherine M. Conkey
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

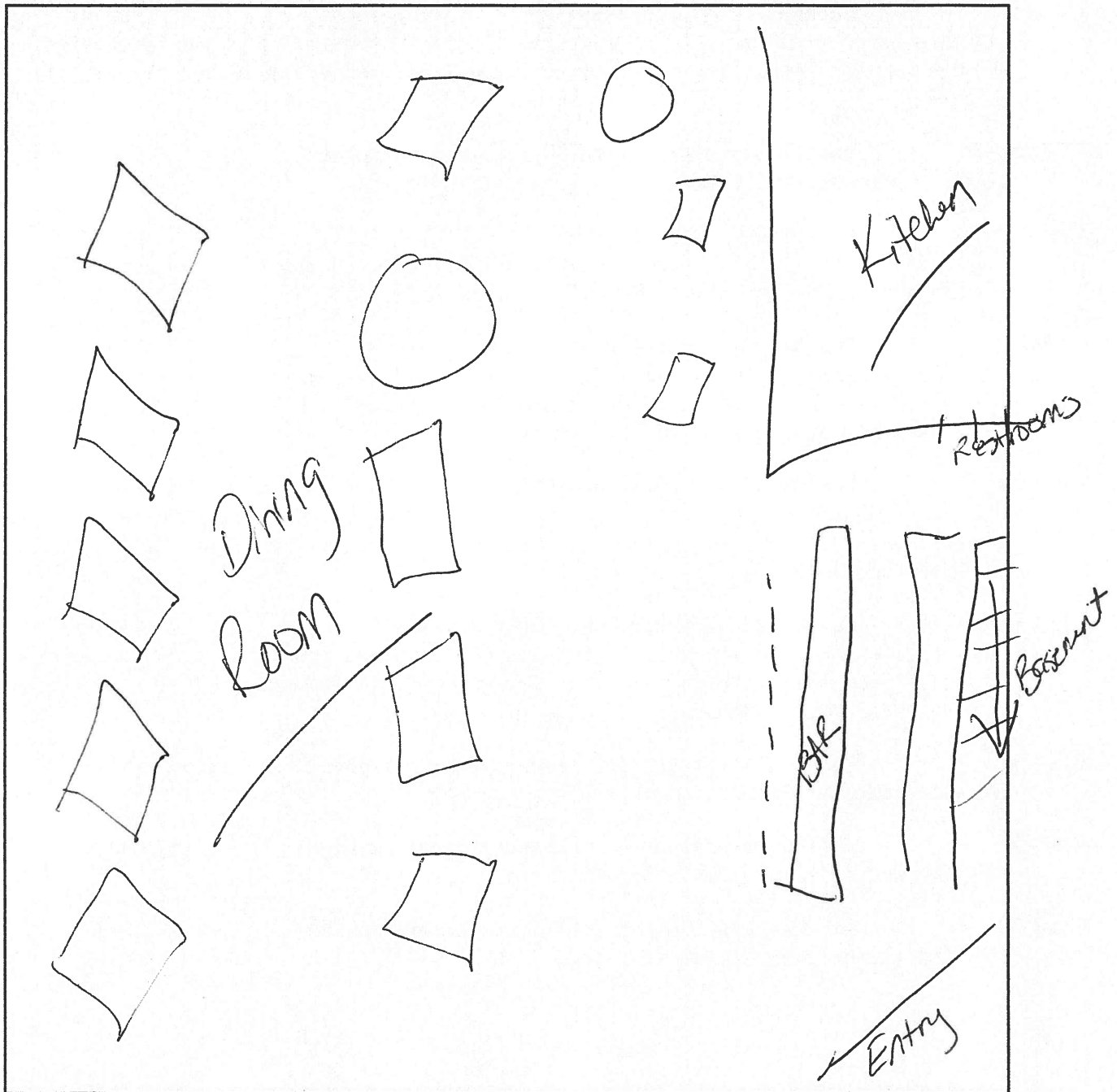
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: _____
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: _____ State in which you are formed: _____
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership

(Ownership in non-publicly traded companies must add up to 100%.)

Durlin Lunt

From: Allen, Andrew <Andrew.Allen@maine.gov>
Sent: Tuesday, May 10, 2022 10:39 AM
To: Tony Smith; jasmine@thecommunityschool.me; Brask, Julie
Cc: Devin, John; Farrington, Alan R; Durlin Lunt
Subject: RE: Mt. Desert, Babsons Bridge #5244 (WIN 023515.00) - RE: Open Letter Regarding Sidewalk/Crosswalk on Sound Drive
Attachments: Mt Desert (Somes Sound) - School Zone.pdf

You don't often get email from andrew.allen@maine.gov. [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.

Hi Tony and Jasmine,

I haven't been involved with all the communications here so I'm slightly out of the loop. At this point MaineDOT (Region 4) can install static signs for an official law enforceable 15 MPH school zone (at our cost), if the school requests this. We would need to know the specific start time and end time of school so that we could post the effective time (1 hour for the morning and 1 hour for the afternoon; ½ either side of the start as well as the end). Due to the coming construction it is recommended that the posting be between the bridge and the school entrance to maximize effectiveness (especially with other signage [construction signage]). The sign could be relocated to the other side of the bridge (traffic signal side) once construction is complete.

Static signage will have some compliance (especially if law enforcement can assist once installed). The other option is a flashing school zone during the start and end of school. The flashing signs are far more effective. We recently purchased 48 sets of flashing beacon and speed feedback packages (Statewide) to assist with complex locations that were having difficulty with adherence to existing signage or needed to implement a new school zone.

The 48 packages for solar powered School Zone/Speed Feedback signage (with flashing beacons) have unfortunately all been spoken for already. Not sure if or when we will do another one of these package giveaways, however the company may honor or quote a reasonable price (they may need to mark up the cost due to inflation on some of the material), if the school wanted to purchase the units through the vendor we used. As a reference, the units were \$8,989 under the MaineDOT contract. We recently helped Bar Harbor get some quotes on some similar equipment (RRFBs & Speed Feedback signage) and they were quoted something around \$750 for an additional delivery cost to Bar Harbor. This is mentioned as there may be opportunity to combine shipping if it was something that the school wanted to purchase and it was acted upon quickly (but don't quote me on this). Installation would be on the school (or the town if they were interested).

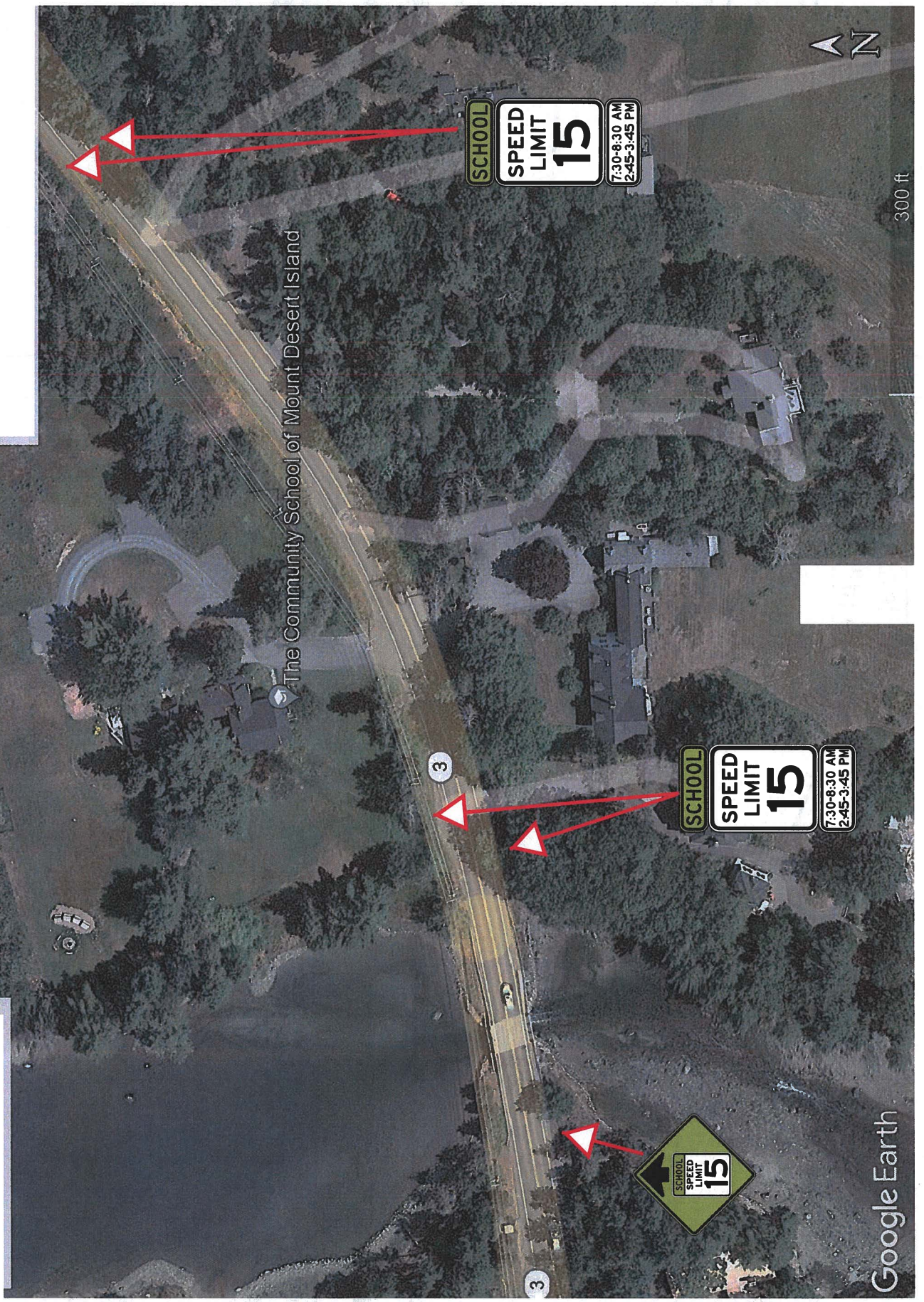
Attached is the short term static sign layout for the school zone between now and the completion of construction. Please let us know if there are any concerns with this. Feel free to call if there are any questions.

Mobile 592 0722

Hi Julie,

Can you look at the attached for the sign placement near the bridge (in the fill areas) and verify that these will not be in the way? We will install the signs on U-Channel should they need to be relocated.

From: Tony Smith <director@mtdesert.org>
Sent: Friday, May 06, 2022 10:07 AM
To: Allen, Andrew <Andrew.Allen@maine.gov>; jasmine@thecommunityschool.me
Cc: Devin, John <John.Devin@maine.gov>; Farrington, Alan R <Alan.R.Farrington@maine.gov>; Adams, Patrick <Patrick.Adams@maine.gov>; Brask, Julie <Julie.Brask@maine.gov>; Devin, John <John.Devin@maine.gov>; Durlin Lunt



Google Earth

300 ft

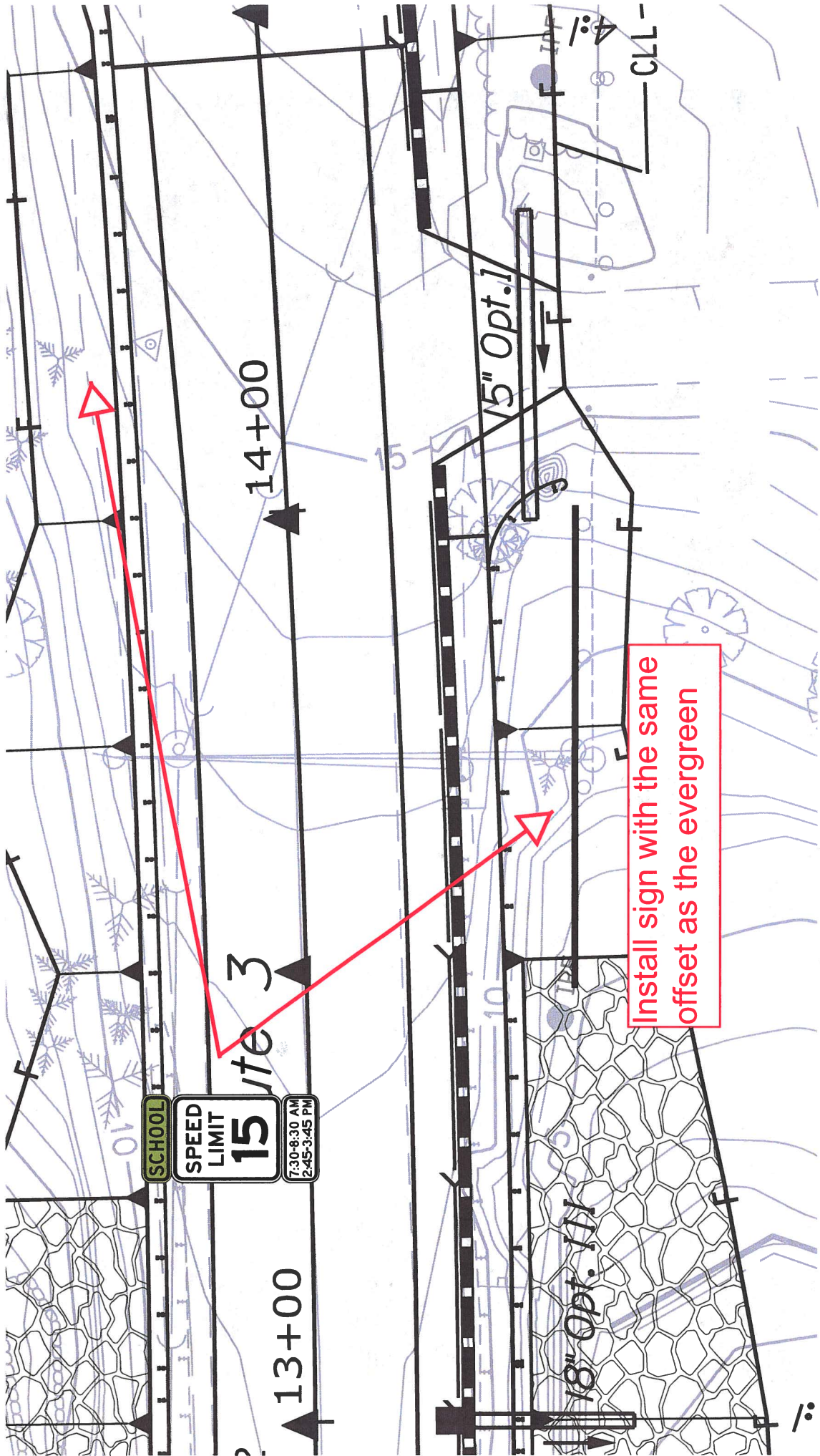


The Community School of Mount Desert Island

3

3

Set post at least the off-set of the back of the utility pole



Install sign with the same offset as the evergreen

Untitled Map

Write a description for your map.

Legend

Curves meet 50+
MPH (remove)

Install on taller post
(this will be the
location of the school
zone once the bridge
work is complete) u-
channel is fine for now





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.mtdesert.org director@mtdesert.org

MEMO

To: Durlin Lunt, Town Manager
From: Tony Smith, Public Works Director
Re: Route 198 Crosswalk Location Review Report
Date: May 4, 2022

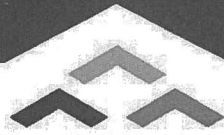
We have had two requests for a crosswalk to be constructed for the Community School across Route 198 in Somesville. DOT had planned to begin replacement of the bridge in Route 198 over Kitteredge Brook this year. They have had to postpone the commencement of work until next year. The bridge project included a new sidewalk to be built on the south side of the bridge extending onto and along Route 198 towards Northeast Harbor to a point that a safe crosswalk could be located moving people from one safe zone to another, one on each side of Route 198. Once the sidewalk and crosswalk were completed, school ahead-related signs would typically be put in place.

We retained the services of Haley Ward, the engineering firm who worked with us two years ago on a large crosswalk project, evaluate the requested location and provide us an assessment of the proposed crosswalk being built relative to DOT's specifications. The report is enclosed. They do not recommend a crosswalk being painted in the proposed location. Remembering that a crosswalk indicates a "safe area" for pedestrians for crossing a road or street, the proposed location fails a number of the DOT specifications.

The sidewalk being referenced below runs east-west on the south side of the bridge. Some reasons that a crosswalk is not recommended for this location include:

- poor site distance by someone attempting to use the crosswalk looking each way to see if the way is clear of oncoming traffic
- non-compliant ADA conditions on each end of the proposed crosswalk:
 - the concrete sidewalk on the bridge is severely deteriorated
 - the sidewalk is too narrow; it does not meet the DOT requirements for sidewalk width which is 36-inches plus the width of the curb
 - there are inadequate tip downs – slopes for access and egress to and from the sidewalk - on each end of the sidewalk
 - the slope across the sidewalk greatly exceeds that allowed by ADA
 - there are no safe landing zones on either end of the proposed crosswalk
 - the angle of the proposed crosswalk relative to the centerline of the road is 64-degrees. DOT requires 30-degrees or less.

Based on the contents of the engineers report and my agreement with their findings presented in it, I recommend that the site is not safe and that a crosswalk should not be painted there.



HALEY WARD.
ENGINEERING | ENVIRONMENTAL | SURVEYING

April 19, 2022

Mr. Tony Smith
Public Works Director
Town of Mount Desert
21 Sea Street
Mount Desert, ME 04662
director@mtdesert.org

Re: Crosswalk Evaluation - Route 3 at Babson Bridge | Mount Desert, Maine

Dear Mr. Smith:

The Town of Mount Desert (Town) hired Haley Ward, Inc. (Haley Ward) to evaluate the proposed crosswalk across Route 3 at east end of Babson Bridge, for compliance with the Maine Department of Transportation (MDOT) Guidelines on Crosswalks. This guidance ensures that crosswalks are marked in areas where pedestrians can safely cross a roadway, and that crosswalk placement, markings and usage are uniform throughout the state. The latest edition of this guideline is dated January 17, 2019. There are four main sections of this guidance which include Section 1: American's with Disabilities Act (ADA), Section 2: Manual on Uniform Traffic Control Devices (MUTCD), Section 3: Required Safety, and Section 4: General Safety. Compliance with the requirements of the first three sections are required and compliance with the requirements of Section 4 is required unless the MDOT State Traffic Engineer authorized a deviation from these requirements. On Tuesday, March 22, 2022, the area was inspected for compliance with these requirements for a potential crosswalk.

The location of the potential crosswalk that was evaluated was on the eastern side of the Babson Bridge. This crosswalk would be mainly utilized for access to the Community School of Mount Desert, which is located on the east side of Babson Bridge. The potential crosswalk landing location evaluated on the south side of Route 3, was at the end of the existing ramp on the east side of the bridge. The potential crosswalk landing location evaluated on the north side of Route 3, is adjacent to the first utility pole east of the bridge, at the end of the existing bridge guardrail. See the attached site plan for the evaluated crosswalk and crosswalk landing locations. The existing sidewalk would not need to be extended and the existing guardrail would not be disturbed at this proposed crosswalk location.

Mr. Tony Smith | 04.19.2022 | 10328.036 | Page 1

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM





Section 1 of the MDOT crosswalk guidance indicates that all crosswalks shall meet the criteria put forth in the ADA Act. The minimum width of sidewalk is 36-inches, per ADA requirements. There is an existing asphalt sidewalk along the south side of Route 3, on the western side of the bridge. Dirt and grass have obscured the edge of the sidewalk, but when the edge was exposed, this sidewalk is approximately 4-feet wide, including the granite curb. The minimum width of the concrete sidewalk across the bridge and on the eastern side of the bridge is approximately 3'-10". These sidewalks appear to meet the ADA width requirement, as measured.

The ADA limit for the steepness of a curb ramp is no greater than 1:12 (8.33% slope). The existing concrete ramp on the eastern side of the bridge has a running slope of approximately 6.25%, however the cross slope is approximately 11.55%. This exceeds the ADA cross slope limit of 2%. It appears that soil has eroded from under the sidewalk, causing an excessive cross slope and the existing guardrail appears to be holding this section of sidewalk/ramp in place. This ramp would need to be reset at the proper cross slope to meet ADA requirements.



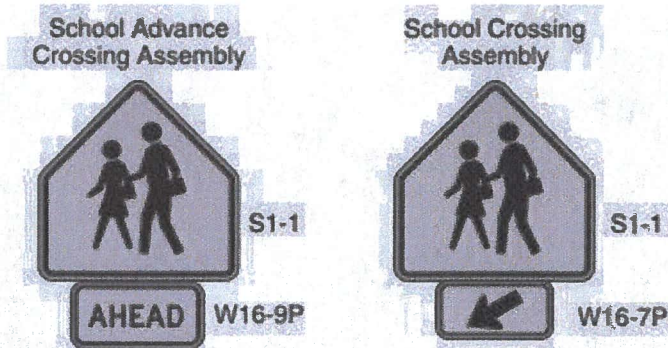
Existing Sidewalk and Ramp



Erosion at Existing Sidewalk Ramp

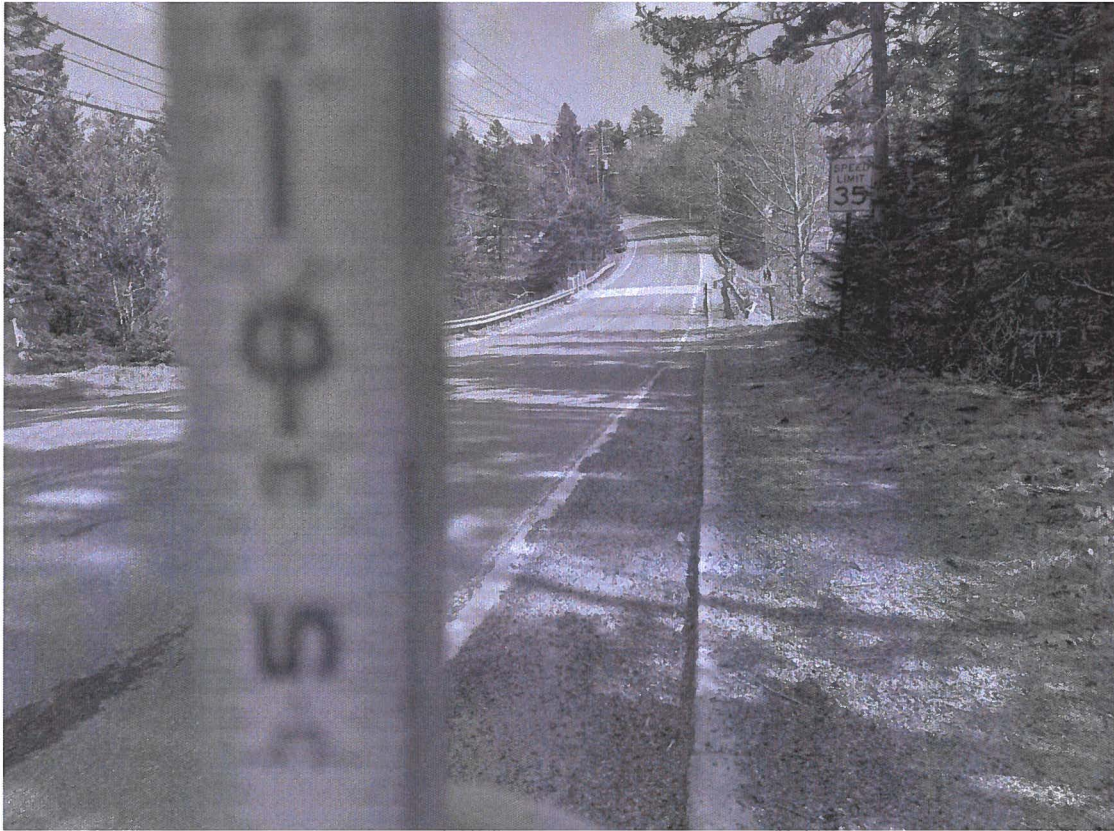
Crosswalk landings on both sides of Route 3 would need to be constructed to meet ADA requirements. This includes a 4-foot wide by 5-foot long landing with a detectable warning surface. The detectable surface spans the entire width of the landing.

Section 2 of the MDOT crosswalk guidance includes MUTCD requirements for markings and signage at crosswalks. There currently is no painted crosswalk at this location. The only indication of a crosswalk in the immediate area is a school zone crosswalk sign located on the western side of the bridge. The MUTCD requires an advanced warning sign assembly which consists of a crosswalk sign and "AHEAD" sign, a minimum of 100-feet prior to crosswalk. At the crosswalk, the MUTCD requires a crosswalk warning sign assembly which consists of a crosswalk sign and direction arrow sign.



MUTCD Required Crosswalk Signage

Section 3 of the MDOT crosswalk guidance indicate the safety requirements necessary to allow a crosswalk. The speed limit in this area is 35 miles per hour (mph) and the MDOT required sight distance for this speed is 305-feet. The sight distance is evaluated at a height of 3.5-feet at the driver's eye and a pedestrian height of 3.5-feet. The sight distance for the southern potential crosswalk landing is acceptable for both directions. For the northern potential crosswalk landing the sight distance from the West meets the requirement. Route 3 has a slight curve on the east side of the bridge and the sight distance from the East cuts through the inside of the curve. Drivers are not looking through the curve and snowbanks in the winter could obscure a pedestrian. For these reasons the sight distance for the northern potential crosswalk landing from the East **does not meet the minimum sight distance requirements**. See the pictures below showing the sight distance evaluation for the potential northern crosswalk landing. A traffic cone was placed at the landing location and evaluated from both directions.



Northern Landing Sight Distance from West



Northern Landing Sight Distance from East

Section 4 of the MDOT crosswalk guidance indicate the general crosswalk safety requirements. These requirements must be followed unless deviations are authorized by the MDOT State Traffic Engineer. If a crosswalk does not meet one or more of the requirements from this section, a traffic study would need to be performed and submitted to the MDOT Traffic Engineer for review and approval. The traffic study must indicate that the location of the proposed crosswalk would be safe.

This section states that all crosswalks should extend from one safe landing zone to another. Islands, walkways, and sidewalks are considered safe landing zones, while road shoulders, driveways and parking lots are not considered safe landing zones. The potential landing zone on the northern side of the road would be the road shoulder and would not be a safe landing zone.

This section indicate that crosswalks should generally be perpendicular to the highway and the maximum allowable angle from perpendicular shall not be more than 30-degrees. The evaluated locations for the proposed crosswalk landings would result in a crosswalk that is approximately 64-degrees from perpendicular. This significantly exceeds the allowable angle limit and extends the time that pedestrians are in the roadway due to the length of the crosswalk. To reduce the angle of the potential crosswalk, the existing



sidewalk on the south side of Route 3 would need to be extended to allow for a perpendicular crossing.

This section also has requirements for crosswalks in school zones. This section states that "crosswalks in school zones should have crossing guards for times when school is starting and ending", and that school crosswalks should be at roadway intersections.

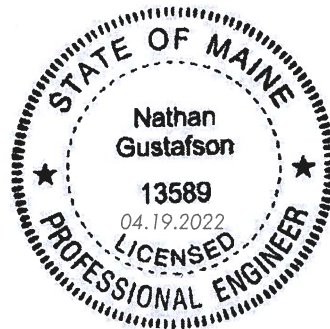
The MDOT is reportedly planning for the replacement of the Babson Bridge. The Town may want to suggest to MDOT that, as part of the bridge replacement project, a safe alternative for a new crosswalk in this area could include the installation of a new sidewalk along the north side of Route 3. Then a new crosswalk could be created at the signalized intersection of Route 3 and Route 198. This would require the construction of approximately 700 linear feet of sidewalk from the Route 198/Route 3 intersection to the school.

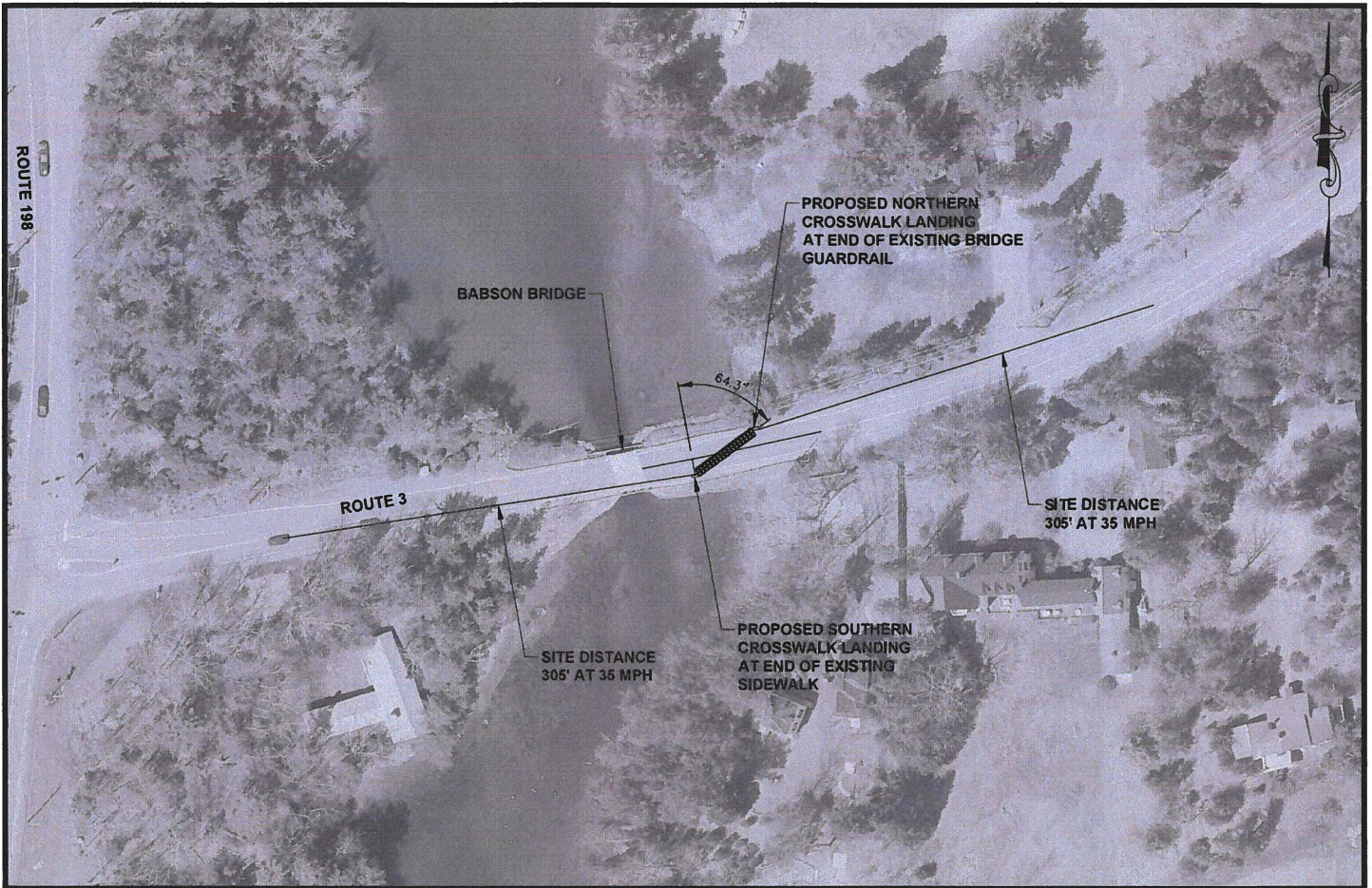
Based our evaluation of the existing conditions on the east end of the Babson Bridge, Haley Ward would not recommend the installation of a crosswalk at this location. In our opinion, a safer alternative would include construction of new sidewalk to allow for a new crosswalk at the signalized intersection of Route 198/Route 3. Please let us know if you have any comments or questions regarding this evaluation.


Sincerely,
Haley Ward, Inc.

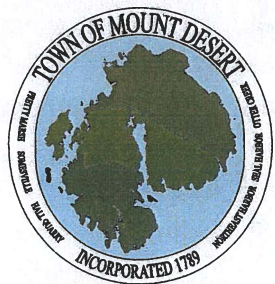

Nathan Gustafson, PE
Project Engineer

NAG/JHW/cmg
Enl





PROJECT	ROUTE 3 CROSSWALK AT BABSON BRIDGE		DWG No.	BY	WAB
	MOUNT DESERT, MAINE		SK-1	DATE	2022.04.15
TITLE	PROPOSED CROSSWALK EVALUATION		JN	10328.036	REV.
			SCALE	1"=100'	REV. DATE
					 HALEY WARD ENGINEERING ENVIRONMENTAL SURVEYING



Town of Mount Desert

John Lemoine, Harbormaster
40 Harbor Drive, P.O. Box 237
Northeast Harbor, ME 04662-0248
Telephone 207-276-5737 Fax 207-276-5741
E-mail Address harbormaster@mtdesert.org
Web Address www.mtdesert.org

May 4, 2022

MEMO

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Seal Harbor Ramp connection

I am asking for authorization to pay for improvements/repairs made to the Seal Harbor pier ramp connection by Wingers Welding Inc. for \$1,050.00. The Seal Harbor Docks CIP 6410200-24600 has a balance of \$89,176.36.

John Lemoine
Harbormaster



Town of Mount Desert

John Lemoine, Harbormaster
40 Harbor Drive, P.O. Box 237
Northeast Harbor, ME 04662-0248
Telephone 207-276-5737 Fax 207-276-5741
E-mail Address harbormaster@mtdesert.org
Web Address www.mtdesert.org

May 6, 2022

MEMO

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Marina power repair

I am asking for authorization to pay MCM Electric \$6,858.53 for replacement of two 30 foot sections of the Northeast Harbor Marina Underwater Utility lines CIP # 6410100-24680 has a balance of \$110,936.65. I will be available for questions.

John Lemoine
Harbormaster

Town of Mount Desert
SelectBoard Meeting Minutes
Regular Meeting
Monday, June 1, 2020, 3:30 PM

This Meeting was held via remote access.

SelectBoard Members Present:

Chair John Macauley, Wendy Littlefield, Matt Hart, Rick Mooers, and Martha Dudman

Public Officials Present:

Town Clerk Claire Woolfolk, Public Works Director Tony Smith (left the Meeting early),
Town Manager Durlin Lunt, Harbormaster John Lemoine

Members of the public were also in attendance.

I. Call to order at 3:30 p.m.

Chair Macauley called the Meeting to order at 3:30PM.

-
-
-

X. New Business

-
-
-

D. Discussion regarding tables on the sidewalk at the Colonel's
Ms. Littlefield and Ms. Dudman supported the idea.

Ms. Dudman inquired whether the Board could simply approve this, or were there Ordinance requirements? Town Manager Lunt felt it was something the Board could approve. There have in the past been things like outside sidewalk sales in that area. Manager Lunt felt it was appropriate to approve now, and should any further requirements come up the Town can address them.

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of tables on the sidewalk at the Colonel's as presented.

Mr. Hart wondered if CEO Keene might have questions regarding such an approval. Perhaps a start and end date should be defined. Colonel's owner Stephanie Reece stated she had discussed the issue with CEO Keene. If more indoor seating were opened up, then outdoor seating could not be used. She noted she had the out-back deck as well,

1 with tables currently fewer than usual and more spread out. She found that customers did
2 not want to be inside the building. Ms. Reece has discussed it with her neighbors and
3 was told that as long as they can access their property it would not be a problem. She
4 also noted space for tables needed to be ADA compliant, in that a person using a
5 wheelchair must be able to pass along the sidewalk without difficulty. She intends to use
6 picnic tables, so chairs on a windy day will not be blown around.

7
8 VOTE: Rick Mooers: Aye; Wendy Littlefield: Aye; Matt Hart: Aye; Martha Dudman:
9 Aye; Chair John Macauley: Aye Motion approved 5-0.

- 10
11 •
12 •
13 •

14
15 **XIII. Adjournment**

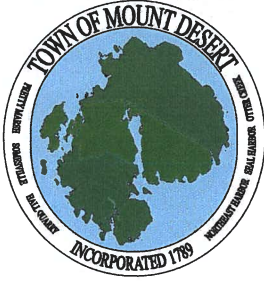
16 MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, adjournment.

17
18 VOTE: Rick Mooers: Aye; Wendy Littlefield: Aye; Matt Hart: Aye; Martha Dudman:
19 Aye; Chair John Macauley: Aye Motion approved 5-0.

20
21 The Meeting adjourned at 4:45pm.

22
23
24 Respectfully Submitted,

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28 Wendy Littlefield, Secretary



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: Jake Wright, Finance Director

Date: May 11, 2022

Re: Authorization to Enter into Contract with Maine Maritime Academy

I would like to request approval from the Board of Selectman authorization for the Fire Chief to enter into an agreement with the Maine Maritime Academy (MMA) to provide our air truck in support of their fire training program under the terms and conditions of the contract and allow the Fire chief to coordinate and schedule the use of the truck as deemed in the best interest of the Town.

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 for each day the apparatus is requested. MMA will be reimbursing the Town \$700.00 a day for this service. This fee will cover the costs of operator wages, vehicle fuel and use of the vehicle. This detail will be worked by part-time or off-duty staff only.

Thank you.

Agenda Item: "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 in support of their student fire training program at the Ellsworth Fire Training Center."

**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 **5/10/2022** and shall terminate on **12/31/2022**, 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 \$20000 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 service is:

5/21/22

Other 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.



Mount Desert Fire Department

Michael Bender, Fire Chief
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: May 11, 2022
Re: Mutual Aid Agreement

I would like to request authorization to have the Mount Desert Fire Department enter into a mutual aid agreement with the Cranberry Isles Rescue Service, effective May 17, 2022, and authorize the Fire Chief to sign said agreement.

The agreement is a result of the fire department soon becoming a licensed transport emergency medical service, eventually replacing the Northeast Harbor Ambulance Service as the primary EMS response agency. The agreement is a standard mutual aid agreement where the Mount Desert Fire Department will provide patient transport services to the Cranberry Isles Rescue Service within the Town of Mount Desert to the nearest requested hospital.

Thank you

Agenda Item: *“Consideration of entering into a mutual aid agreement between the Mount Desert Fire Department and the Cranberry Isles Rescue Service, effective May 17, 2022, and authorization by the Select Board for the Fire Chief to sign said agreement.”*

AGREEMENT FOR PATIENT TRANSPORT & MUTUAL AID

Mount Desert Fire Department
&
Cranberry Isles Rescue

AGREEMENT made this _____ day of _____, 2022, by and between the Mount Desert Fire Dept and the Cranberry Isles Rescue.

For the purpose of improving patient care and maximizing resources the undersigned representatives agree to the following.

Patient Transport Agreement

1. Cranberry Isles Rescue will be responsible for transporting patients from Cranberry Isles to the town of Mount Desert.
2. The Mount Desert Fire Dept will provide patient transport for the Cranberry Isles Rescue Service from any location within the town of Mount Desert to the closest appropriate hospital.
3. In the event that the Mount Desert Fire Dept is unable to respond, Mount Desert Dispatch will contact the nearest appropriate transporting EMS agency to provide mutual aid and transport.

Mutual Aid Agreement

1. Upon receiving notification from the service in need of assistance, said service shall respond, if available, and provide mutual aid.
2. The responding crew shall be under the direction of their own crew chief unless directed otherwise by Incident Command.
3. In the event that the requested agency is unable to respond, the requesting agency will be notified immediately.
4. The responding crew shall be covered under their own service insurance, liabilities, licensures, and other applicable coverages, regardless of geographical or jurisdictional boundaries.

Michael Bender, Fire Chief
Mount Desert Fire Department

Katelyn Damon, Chief
Cranberry Isles Rescue



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: May 12, 2022

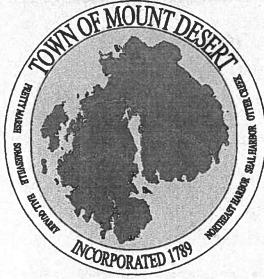
Re: Authorization to Sign Construction Phase Services Agreement with Hedefine Engineering & Design, Inc.

I would like to request authorization from the Board of Selectman to enter into an agreement with Hedefine Engineering & Design, Inc. for Construction Administrative Services during the Northeast Harbor fire station expansion project. Proposed cost for these services is \$213,900.00 which was included in the original overall project costs.

As outlined in the proposal, these services will include weekly site visits, project coordination between the Town and the General Contractor (GC), provide a point person for Requests for Information (RFI) from the GC, reviewing monthly payment applications, reviewing drawings and submittals, etc. These services will cover the entire estimated construction time of 15 months.

Thank you.

Agenda Item: *“Consider authorizing the Fire Chief to sign and execute an agreement with Hedefine Engineering & Design, Inc. for Construction Administrative Services for the Mount Desert fire station #1 expansion project.*



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: May 12, 2022

Re: Authorization to Release Funds from Account #4040300-24471(Fire Equipment Reserve)

I would like to request consideration from the Board of Selectman to release an amount not to exceed \$33,000.00 from account #4040300-24471(Fire Equipment Reserve), and authorization to use such funds for the purpose of purchasing 8 sets of structural firefighting gear from Bergeron Protective Clothing. Each ensemble will include pants, coat, boots, protective hood, and 2 pair's gloves. We would also purchase 2 extra firefighter helmets to replace those that have reached their end-of-service life. An approximate cost per set is \$3,741.65, depending on the options each firefighter chooses for pockets and attachments. The current balance of the Fire Equipment Reserve is approximately \$788,181.50, with nothing incumbered at this time.

The new gear is for the recently hired full-time staff which started their shifts work on May 9th.

Thank you.

Agenda Item: "Consideration to release up to \$33,000.00 from the Fire Equipment Reserve account, # 4040300-24471, and authorize the Fire Chief to use such funds for the purpose of purchasing structural firefighting gear.

Mutual Aid Agreement Between The Municipalities of Acadia Area League of Towns

1. Purpose

- a. The purpose of this agreement is to ensure the continuity of the delivery of essential local government services in the event of a temporary loss of services that may prevent delivery by one or more of the signatories of this agreement when the other signatories may be able to assist in delivering said services.

2. Authority

- a. This agreement is entered into by the elected municipal officers of the signatory municipalities by authority of municipal home rule governing inter-local cooperation pursuant to MRSA 30-A § 2201 et. seq.

3. Scope

- a. This agreement applies to the functions of municipal government offices, including but not limited to:
 - i. **General Assistance Administration**
 - ii. **Tax Collection & Treasury Functions**
 - iii. **Town Clerk**
 - iv. **Code Enforcement & Local Plumbing Inspector**
 - v. **Public Works Management Functions**
 - vi. **Animal Control**
- b. This agreement does not supplant any other inter-local agreements that may already exist between the signatory municipalities such as mutual aid agreements for fire and police protection, nor does it preclude the right of any signatory municipality to negotiate other agreements.

4. Agreement

- a. **Duration** – This agreement shall be in effect for a 5-year period following the effective date as agreed to in section 6 of this agreement by the signatories. It shall automatically renew for another 5-year period unless one or more of the signatories specifies in writing to the other signatories they do not wish to automatically renew. Its implementation shall be in effect only when a temporary loss of services has occurred, implementation shall end once the temporary loss of services has been resolved, but in no case shall the implementation last longer than 2 months unless an extension is agreed upon by all signatories involved. Prior to the expiration of the agreement, the signatories shall review

the agreement, and either agree to an extension, an extension with revisions, or to final termination of the agreement.

- b. **Delivery of Services** – In the event of a temporary loss of services by the appropriate municipal authority of any signatory municipality, the other signatory municipalities shall arrange to provide those services as outlined in section 3a as requested by the affected community(s).
- c. **Request for Services** - The appropriate municipal authority of the municipality that is faced with a temporary loss of services must formally request specific services from the other signatory municipality(s) in writing.
- d. **Financing for Services** – Each requesting municipality shall be responsible for payment for services rendered by the providing municipality on the requesting municipality’s behalf. For example, if Municipality “A” requests general assistance administration, and Municipality “B” provides such service, Municipality “A” shall pay to Municipality “B” an amount to compensate for provision of personnel and materials needed for administration of the program, plus any direct costs for assistance granted to the qualifying individuals from Municipality “A”.
 - i. **Revenues** - Any revenues that are collected for a requesting municipality by a providing municipality shall be deposited into the treasury of the requesting municipality.
 - ii. **Expenses** - for reimbursement of services by the providing municipality shall be accounted for and invoiced to the requesting municipality
 - iii. **Disputes**- Any dispute involving revenues and expenses shall be settled by a qualified, neutral, certified public accountant.
- e. **Liabilities & Responsibilities** – The providing municipality shall have no responsibilities or incur any liabilities because it does not provide resources or services to any other party to this agreement. The providing municipality retains the right to withdraw any and all resources at any time. Notice of the intention to withdraw services and resources shall be communicated to the requesting agency’s lead municipal officer as soon as practicable. The Requesting municipality shall protect, defend, hold harmless and indemnify all other providing signatory municipalities, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorneys fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgments,

if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the providing municipality(s) or their authorized agents or employees.

- f. **Employees** - All employees of a providing municipality remain employees of that municipality under any agreements the providing municipality has with said employees.

5. Severability

- a. Should any part of this agreement be found to be illegal or unconstitutional, it shall not render any other part of this agreement invalid.

6. Termination

- a. Any municipal signatory to this agreement may cancel its participation by giving written notice to all other signatories to this agreement. Termination becomes effective 30-days after notice is provided via certified mail, return receipt, to all signatories.

7. Effective Date

- a. The effective date of this agreement is _____.

8. Signatures

- a. *For the municipality of* _____

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

- b. *For the Municipality of* _____

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

- c. *For the Municipality of* _____

- i. _____
- ii. _____
- iii. _____
- iv. _____
- v. _____

**TREASURER'S
WARRANTS**

Warrants for BOS Agenda:

BOS Agenda:

5/16/2022

	Description	#	Date	Amount
A. Warrants to be Approved and Signed:				
	Town Invoices	AP#2265	05/17/22	\$ 687,698.74
				<u>\$ 687,698.74</u>
B. Authorized Warrants to be Signed: (Wendy needs to abstain) (Prior Electronic or Manual Authorization)				
	Town State Fees & P/R Benefits			
		AP#2265	05/04/22	\$58,876.43
	Town Payroll			
		PR#2226	04/29/22	\$ 23,165.01
		PR#2227	05/13/22	\$ 122,418.29
				<u>\$ 204,459.73</u>
C. Warrants to be Acknowledged:				
	School Invoices			
		14	5/4/22	\$ 43,403.98
	School Payroll			
		23	05/13/22	\$ 89,548.08
				<u>\$ 132,952.06</u>
TOTAL WARRANTS FOR BOS MEETING				<u>\$ 1,025,110.53</u>

TOWN OF MOUNT DESERT
ACCOUNTS PAYABLE WARRANT

WARRANT AP# 2266

CHECK DATE: May 17, 2022

CHECK NUMBER: <u>316867</u>	through	<u>316928</u>	\$ <u>587,060.24</u>	Check payments
CHECK NUMBER: <u>34</u>	and	<u>34</u>	\$ <u>104.74</u>	Electronic payments
EFT NUMBER: <u>2263</u>	through	<u>2273</u>	\$ <u>100,533.76</u>	ACH Payments
EFT or CK NUMBER: <u>N/A</u>	and	<u>N/A</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 687,698.74

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

Wendy H Littlefield, Vice Chairman

Geoffrey V Wood, Secretary

James F Mooers



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apcshdsb

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

05/12/2022 14:23
69051you

CASH ACCOUNT: 100 10100 Kpg-BH General Fund 8066 INVOICE NET
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
Scanner Lease LEASE- SCANNER	04/22/2022			104.74
34 TOTAL:			34	104.74
Pagers for new hires EQUIP-RADIOS	04/28/2022		AP2266	1,425.00
2nd half Dispatch Console Project 9.7.21 BOS - Dispatch Console	04/14/2022		AP2266	37,410.00
Application to renew FCC GEN REPAIRS & MAINT	04/20/2022		AP2266	80.00
NUMERIC PAGING SERVICE BJ CELL PHONES	05/01/2022		AP2266	102.00
Portable radio reprogramming GEN REPAIRS & MAINT	05/05/2022		AP2266	200.00
Replacement antenna EQUIP-RADIOS	05/05/2022		AP2266	24.24
2263 TOTAL:			2263	39,241.24
PUMP BJ MDES - BUS 2 (NEW)	05/02/2022		AP2266	44.92
Clean up wk tip fee ts TIPPING FEE EMR	04/30/2022		AP2266	36,925.69
Casella recycling ctr tip fee ts PROCESSING SVCS	04/20/2022		AP2266	1,696.72
2264 TOTAL:			2264	44.92
2265 TOTAL:			2265	38,622.41

05/12/2022 14:23 Town of Mount Desert A/P CASH DISBURSEMENTS JOURNAL | P | 2 | apcshdsb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066 INVOICE

CHECK NO 100 10100 TYPE VENDOR NAME

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
244.3 GALS WW Vehicle Fuel-EM VEHICLE FUEL	04/30/2022		AP2266	987.46
118.7 GALS HWY Vehicle Fuel-EM VEHICLE FUEL	04/30/2022		AP2266	479.56
76.7 GALS B&G Vehicle Fuel-EM VEHICLE FUEL	04/30/2022		AP2266	306.65
Fuel for T9 VEHICLE FUEL-T9	04/07/2022	20220130	AP2266	55.48
Fuel for T9 VEHICLE FUEL-T9	04/16/2022	20220131	AP2266	59.63
Fuel for T9 VEHICLE FUEL-T9	04/22/2022	20220132	AP2266	51.00
Fuel for T9 VEHICLE FUEL-T9	04/28/2022	20220134	AP2266	72.69
CHECK				2,012.47
CHECK TOTAL:				2,012.47
worker's Compensation WORKERS COMP	04/26/2022		AP2266	8,874.00
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
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WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
WORKERS COMP				
MD ELEMENTARY SCHOOL				



3
P apcshdsb

05/12/2022 14:23 Town of Mount Desert
69051you A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066 INVOICE
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
WORKERS COMP			2267 TOTAL:	8,874.00
644.27 6010100 52020			CHECK	
2268 05/17/2022 EFT Invoice: 5259954	04/26/2022	AP2266		93.45
2142 MODERN PEST SERVICES, LLC				
5259954				
93.45 1552000 55400				
Pest control pd & fd ts GEN REPAIRS & MAINT				
Invoice: 5267419	04/27/2022	AP2266		75.00
MODERN PEST SERVICES, LLC				
5267419				
75.00 1550100 55400				
PEST CONTROL BJ GEN REPAIRS & MAINT				
2269 05/17/2022 EFT Invoice: 615	05/07/2022	AP2266		3,150.00
1687 NOEL MUSSON				
615				
3,150.00 1220770 54900				
Planning Consultant 2/1 - 5/4/22 PLANNING CONSULTANT				
2270 05/17/2022 EFT Invoice: 303540	04/20/2022	AP2266		1,083.40
2607 NO FRILLS OIL COMPANY				
303540				
400.40 1550100 55400				
400.00 1551500 55400				
283.00 1990100 59200				
DEF FLUID BJ GEN REPAIRS & MAINT GEN REPAIRS & MAINT MD ELEMENTARY SCHOOL				
2271 05/17/2022 EFT Invoice: 107678	04/29/2022	AP2266		1,160.29
1131 NORTHEAST EMERGENCY APPARATUS LLC 107678				
1,160.29 1440330 57100				
Calibration gas EQUIPMENT				
2272 05/17/2022 EFT Invoice: 147494350	04/11/2022	AP2266		409.78
1553 ULINE, INC				
147494350				
409.78 1552500 55400				
DOGIPOT, misc BJ GEN REPAIRS & MAINT				
2273 05/17/2022 EFT Invoice: 10057348-6 04212022	04/21/2022	AP2266		234.75
1842 VERSANT POWER				
04212022				
10057348-6 55010 433				
234.75 1440330 55010 433				
Stat. 3 monthly electricity bill ELECTRICITY-S3 SV				
Invoice: 10532164-0 04162022	04/16/2022	AP2266		36.65
VERSANT POWER				
04162022				
10532164-0 306 RTE 3				
COMFORT STATIONS 306 RTE 3				



CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INVOICE INV DATE PO WARRANT NET

INVOICE	INVOICE	INV DATE	PO	WARRANT	NET
18.40	1552500	55010			
18.25	1552500	55010			
870.39	10057325-8	04172022	21 SEA STREET BJ	AP2266	870.39
			ELECTRICITY		
			ELECTRICITY		
55.94	10057324-5	04182022	SEA ST UNIT 435 BJ	AP2266	55.94
			ELECTRICITY		
16.52	10057321-9	04112022	307 S DRIVE BJ	AP2266	16.52
			ELECTRICITY		
38.51	10057320-7	04152022	102-198 TFL BJ	AP2266	38.51
			TRAFFIC SIGNALS		
36.15	10057336-1	04232022	Bartlett power 3/24/22	AP2266	36.15
			ELECTRICITY		
51.21	10003318-8	041822	152 KWH SH Hill PS	AP2266	51.21
			ELECTRICITY		
153.69	10057349-8	041722	621 KWH Babson Creek PS	AP2266	153.69
			ELECTRICITY		
423.69	10057347-4	041822	1880 KWH SV Library PS	AP2266	423.69
			ELECTRICITY		
471.23	10057346-2	041822	2100 KWH SV Fence PS	AP2266	471.23
			ELECTRICITY		
3,211.18	10057344-7	041722	20520 KWH SV WWTP	AP2266	3,211.18
			ELECTRICITY		
166.89	1005730-9	042722	Stat. 2 monthly electricity	AP2266	166.89
			ELECTRICITY-S2 SH		

Invoice: 10057325-8 04172022
Invoice: 10057324-5 04182022
Invoice: 10057321-9 04112022
Invoice: 10057320-7 04152022
Invoice: 10057336-1 04232022
Invoice: 10003318-8 041822
Invoice: 10057349-8 041722
Invoice: 10057347-4 041822
Invoice: 10057346-2 041822
Invoice: 10057344-7 041722
Invoice: 1005730-9 042722

CHECK 2273 TOTAL: 5,766.80

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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INVOICE INV DATE PO WARRANT NET

INVOICE DTL DESC

316867 05/17/2022 PRD 1306 ACADIA FUEL LLC 205314 205314 04/28/2022 AP2266 399.59 1550668 53400 187.6 GALS Heating Fuel SH WWTP-EM HEATING FUEL 399.59 1550668 53400 AP2266

Invoice: 205419 ACADIA FUEL LLC 205419 205419 05/02/2022 AP2266 351.33 1550666 53400 61.1 GALS NEH WWTP Heating Oil-EM HEATING FUEL 351.33 1550666 53400 AP2266

CHECK 316867 TOTAL: 750.92

316868 05/17/2022 PRD 1948 ACADIA FUEL LLC 205418 205418 05/02/2022 AP2266 325.45 1550666 53400 56.6 GALS NEH Maint. Building Heating Oil-EM HEATING FUEL 325.45 1550666 53400 AP2266

CHECK 316868 TOTAL: 325.45

316869 05/17/2022 PRD 2550 BEN C WORCESTER, III 12974 12974 05/03/2022 AP2266 1,200.00 1551500 55560 Recycling transportation ts PROCESSING SVCS 1,200.00 1551500 55560 AP2266

CHECK 316869 TOTAL: 1,200.00

316870 05/17/2022 PRD 2847 AIRGAS, INC 9125223610 9125223610 04/26/2022 AP2266 566.12 1440330 57100 0404 O2 for ambulance EQUIPMENT - EMS 566.12 1440330 57100 0404 AP2266

CHECK 316870 TOTAL: 566.12

316871 05/17/2022 PRD 2411 ALLIED EQUIPMENT LLC 6349 6349 04/14/2022 AP2266 149.59 1550100 55400 BEARINGS BJ GEN REPAIRS & MAINT 149.59 1550100 55400 AP2266

CHECK 316871 TOTAL: 149.59

316872 05/17/2022 PRD 2772 ALVAH B. BARGE SERVICE, LLC 8650 8650 05/10/2022 AP2266 225.00 6010400 57123 some no wake buoy CHANNEL BUOY SVCS 225.00 6010400 57123 AP2266

CHECK 316872 TOTAL: 225.00

316873 05/17/2022 PRD 2462 AMERICAN MESSAGING SERVICES LLC N4370046WE 27.11 1550552 54260 05/01/2022 AP2266 27.11 1550552 54260 Paging service for WW Alarms-EM TECHNICAL SVCS 27.11 1550552 54260 AP2266



CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE INVOICE PO WARRANT NET
INVOICE DTL DESC

CHECK 316873 TOTAL: 27.11

316874 05/17/2022 PRTD 2661 AUTOMOTIVE GARAGE TOOLS LLC 511834C AP2266 4,241.65
Invoice: 511834C MOBILE LIFT AND CHALLENGER LIFT REPAIRS BJ
GEN REPAIRS & MAINT

316875 05/17/2022 PRTD 2701 AUTOZONE INC. 3488412011 AP2266 157.08
Invoice: 3488412011 STP 5W-20 / STP OW-20 Oil
VEHICLE REPAIR-20 SUV FORD

316876 05/17/2022 PRTD 1581 BAR HARBOR BANK & TRUST CO 219070 5.15.22 ds pm05/15/2022 AP2266 185,854.33
Invoice: 219070 5.15.22 ds pm P&I Mun Garage Bond due 5.15.22

316877 05/17/2022 PRTD 1915 BEAUREGARD EQUIPMENT INC 156,807.67 700 25013
Invoice: IB43569 -156,807.67 700 37300
156,807.67 1880100 58123
29,046.66 1880100 58523
Prin-BHBT Garage 2014
Int-BHBT Garage 2014

316878 05/17/2022 PRTD 75 F T BROWN CO 58.78 6010100 55200 C69762 58.78
Invoice: C69762 paint marina
BLDG REPAIR & MAINT

316879 05/17/2022 PRTD 75 F T BROWN CO 58.78 6010100 55200 C69762 58.78
Invoice: C69762 paint marina
BLDG REPAIR & MAINT

316876 05/17/2022 PRTD 1915 BEAUREGARD EQUIPMENT INC 42.35 1550100 55400 IB43662 42.35
Invoice: IB43662 BEAUREGARD EQUIPMENT INC

316877 05/17/2022 PRTD 1915 BEAUREGARD EQUIPMENT INC 42.35 1550100 55400 IB43529 281.28
Invoice: IB43529 BEAUREGARD EQUIPMENT INC

316878 05/17/2022 PRTD 75 F T BROWN CO 980.00 316877 TOTAL: 980.00
Invoice: C69762 paint marina
BLDG REPAIR & MAINT

316879 05/17/2022 PRTD 75 F T BROWN CO 980.00 316877 TOTAL: 980.00
Invoice: C69762 paint marina
BLDG REPAIR & MAINT

316874 05/17/2022 PRTD 2661 AUTOMOTIVE GARAGE TOOLS LLC 511834C AP2266 4,241.65
Invoice: 511834C MOBILE LIFT AND CHALLENGER LIFT REPAIRS BJ
GEN REPAIRS & MAINT

316875 05/17/2022 PRTD 2701 AUTOZONE INC. 3488412011 AP2266 157.08
Invoice: 3488412011 STP 5W-20 / STP OW-20 Oil
VEHICLE REPAIR-20 SUV FORD

316876 05/17/2022 PRTD 1581 BAR HARBOR BANK & TRUST CO 219070 5.15.22 ds pm05/15/2022 AP2266 185,854.33
Invoice: 219070 5.15.22 ds pm P&I Mun Garage Bond due 5.15.22

316877 05/17/2022 PRTD 1915 BEAUREGARD EQUIPMENT INC 156,807.67 700 25013
Invoice: IB43569 -156,807.67 700 37300
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Prin-BHBT Garage 2014
Int-BHBT Garage 2014

316878 05/17/2022 PRTD 75 F T BROWN CO 58.78 6010100 55200 C69762 58.78
Invoice: C69762 paint marina
BLDG REPAIR & MAINT

316879 05/17/2022 PRTD 75 F T BROWN CO 58.78 6010100 55200 C69762 58.78
Invoice: C69762 paint marina
BLDG REPAIR & MAINT



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Town of Mount Desert
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10100
CASH ACCOUNT: 100

1801 CONSOLIDATED COMMUNICATIONS INC

10100
Ckg-BH General Fund 8066

1801 CONSOLIDATED COMMUNICATIONS INC

05032022

05032022

05032022

94.68 1221000 55120

316884 05/17/2022 PRPD
Invoice: 16839

1801 CONSOLIDATED COMMUNICATIONS INC

10100
Ckg-BH General Fund 8066

1801 CONSOLIDATED COMMUNICATIONS INC

05032022

05032022

05032022

94.68 1221000 55120

316885 05/17/2022 PRPD
Invoice: 16839

136 CURTIS FAMILY SHOE STORE

316886 05/17/2022 PRPD
Invoice: 402311

2504 EA ACQUISITION INC

2504 EA ACQUISITION INC

402311

402311

402311

674.78 1220110 52720

106.80 1220770 54900

133.50 1220440 56205

320.40 1220220 56205

316887 05/17/2022 PRPD
Invoice: 4046

2841 WORKING FIRE FURNITURE & MATTRESS

2841 WORKING FIRE FURNITURE & MATTRESS

4046

4046

4046

359.96 3000055 57710

359.96 3000055 57710

359.96 3000055 57710

359.96 3000055 57710

316888 05/17/2022 PRPD
Invoice: 287303436132X0428202

1982 FIRSNET

1982 FIRSNET

04282022

04282022

04282022

96.16 6010100 55130

96.16 6010100 55130

96.16 6010100 55130

96.16 6010100 55130

316889 05/17/2022 PRPD
Invoice: 04282022

1984 FIRSNET

1984 FIRSNET

04282022

04282022

04282022

120.00 1550100 55130

100.00 1551500 55130

300.73 1550552 55130

300.73 1550552 55130

316890 05/17/2022 PRPD
Invoice: 0422022

2438 FIRSNET

2438 FIRSNET

0422022

0422022

0422022

522.08 1440330 55130

522.08 1440330 55130

522.08 1440330 55130

522.08 1440330 55130

CHECK NO	CHK DATE	TYPE	VENDOR NAME	INVOICE	INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
316884	05/17/2022	PRPD	1801 CONSOLIDATED COMMUNICATIONS INC	05032022	Telephone Otter Creek pump Station	05/03/2022		AP2266	94.68
					TELEPHONE-USAGE				
					CHECK TOTAL:			316884	94.68
316885	05/17/2022	PRPD	136 CURTIS FAMILY SHOE STORE	16839	Safety boots em ts	04/26/2022		AP2266	152.96
					UNIFORMS				
					CHECK TOTAL:			316885	152.96
316886	05/17/2022	PRPD	2504 EA ACQUISITION INC	402311	Recruitment and Public Notice	04/30/2022		AP2266	1,235.48
					RECRUITMENT				
					PLANNING CONSULTANT				
					PUBLIC NOTICE				
					PUBLIC NOTICE				
					CHECK TOTAL:			316886	1,235.48
316887	05/17/2022	PRPD	2841 WORKING FIRE FURNITURE & MATTRESS	4046	Mattress Covers associated with SV FS improvements	04/28/2022		AP2266	359.96
					Construction				
					CHECK TOTAL:			316887	359.96
316888	05/17/2022	PRPD	1982 FIRSNET	04282022	cell phones	04/22/2022		AP2266	96.16
					CELL PHONES-HARBORMASTER				
					CHECK TOTAL:			316888	96.16
316889	05/17/2022	PRPD	1984 FIRSNET	04282022	CELL PHONE BILL BJ	04/22/2022		AP2266	520.73
					CELL PHONES				
					CELL PHONES				
					CELL PHONES				
					CHECK TOTAL:			316889	520.73
316890	05/17/2022	PRPD	2438 FIRSNET	0422022	Cell phone charges	04/22/2022		AP2266	522.08
					CELL PHONES				
					CHECK TOTAL:			316890	522.08



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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100 TYPE VENDOR NAME Ckg-BH General Fund 8066 INVOICE

INV DATE PO WARRANT

INVOICE DTL DESC

INVOICE

NET

NET

522.08

CHECK 316890 TOTAL:

186.10

AP2266

04/22/2022
FirstNet MIFI 3.23-4.22.22
EMAIL/INTERNET

04222022

2669 AT&T MOBILITY

316891 05/17/2022 PRD
Invoice: 04222022

186.10

AP2266

CHECK 316891 TOTAL:

04222022 55140

1985 FIRST NET - NON PUBLIC SAFETY

316892 05/17/2022 PRD
Invoice: 04222022

243.43

AP2266

04/22/2022
FirstNet non-pub safety phones
CELL PHONES
CELL PHONES
CELL PHONES
EMAIL/INTERNET

04222022

44.60 1220660 55130
42.57 1220551 55130
44.60 1220550 55130
111.66 1221000 55140

2443 AT&T MFIRSTNET

316893 05/17/2022 PRD
Invoice: 04222022

437.67

AP2266

04/22/2022
Cell phones
CELL PHONES
CELL PHONES-ADMIN ASSIST
CELL PHONES-POLICE LT
CELL PHONES-POLICE SGT
CELL PHONES-POLICE CHIEF
CELL PHONES-BAR HBR PD

04222022

249.02 1440110 55130
47.97 1440110 55130
47.03 1440110 55130
45.81 1440110 55130
19.14 1440110 55130
28.70 2140115 55130

218 FISHER SCIENTIFIC CO LLC

316894 05/17/2022 PRD
Invoice: 2073342

75.45

AP2266

04/21/2022
Lead Ring Weights-EM
OTHER EQUIPMENT

2073342

75.45 1550552 53900

2833 FRED'S COFFEE COMPANY, INC.

316895 05/17/2022 PRD
Invoice: 978990

74.70

AP2266

05/02/22 Coffee delivery
OFFICE SUPPLIES

978990

74.70 1440800 53000

207 H P FAIRFIELD

316896 05/17/2022 PRD
Invoice: 8008347

615.73

AP2266

04/26/2022
TRIP BRACE BJ
GEN REPAIRS & MAINT

8008347

615.73 1550100 55400

H P FAIRFIELD

316897 05/17/2022 PRD
Invoice: 8008351

868.66

AP2266

04/26/2022
SPRING BJ

8008351

868.66 8008351



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CASH ACCOUNT: 100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
GEN REPAIRS & MAINT	868.66 1550100 55400				
CHECK 316896 TOTAL:					1,484.39
316897 05/17/2022 PRD Invoice: 30931180	2592 HAMMOND LUMBER COMPANY 30931180 630.35 1550100 55400	04/27/2022	AP2266		630.35
		TOOLS/SEALAND ADA PROJECT TO BJ GEN REPAIRS & MAINT			
Invoice: 30977270	HAMMOND LUMBER COMPANY 30977270 1,052.35 1550100 53730	04/29/2022	AP2266		1,052.35
		COLD PATCH BJ MISC-MATERIALS			
Invoice: 5429712	HAMMOND LUMBER COMPANY 5429712 278.26 6010300 55400	04/26/2022	AP2266		278.26
		bartlett dock repair materials GEN REPAIRS & MAINT			
316898 05/17/2022 PRD Invoice: 300167477	1064 HARCROS CHEMICALS INC 300167477 1,415.00 1550666 53213	05/03/2022	AP2266		1,415.00
		pH Control/50% Caustic NEH WWTP-EM PH CONTROL			
Invoice: 300167478	HARCROS CHEMICALS INC 300167478 519.75 1550666 53211	05/03/2022	AP2266		519.75
		IBD Bleach NEH WWTP-EM CHLORINATION			
316899 05/17/2022 PRD Invoice: 20220331-109-320745A	824 ICMVA - RETIREMENT CORPORATION 20220331-109-320745A 250.00 1220800 54531	04/29/2022	AP2266		250.00
		Annual Plan Fee 4.1-6.30.22 ADMIN-ACTUARY			
316900 05/17/2022 PRD Invoice: PE #2 SV FS	2846 KING CONSTRUCTION SERVICES PE #2 SV FS 69,010.00 3000055 57710 -3,450.50 300 24560	05/01/2022	AP2266		65,559.50
		PE #2 Somerville Fire Station Improvements Construction Retainage Payable			
316901 05/17/2022 PRD Invoice: INV-KA-81630	1729 KOX COMPANY INV-KA-81630 2,508.00 1440330 57100 0404	04/27/2022	AP2266		2,508.00
		MedVault for R5 EQUIPMENT - EMS			
CHECK 316900 TOTAL:					65,559.50



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A/P CASH DISBURSEMENTS JOURNAL

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CASH ACCOUNT: 100
CHECK NO CHK DATE TYPE VENDOR NAME

10100
Ckg-BH General Fund 8066

INVOICE
INVOICE DTL DESC

INVT DATE PO WARRANT NET

INVT DATE	PO	WARRANT	NET
316902 05/17/2022 PRPD Invoice: 67275	1153 MAINE ENVIRONMENTAL LABORATORY LL 67275	AP2266 Analytical Chemistry Testing for SV WWTP-EM OUTSIDE LAB/TESTING	379.00
316903 05/17/2022 PRPD Invoice: 21957	413 M C M ELECTRIC INC 2,695.18 1550100 55400	AP2266 STREET LIGHT REPAIRS BJ GEN REPAIRS & MAINT	2,695.18
Invoice: 21958	M C M ELECTRIC INC 6,858.53 6410100 24680	AP2266 marina electrical improvements/repairs M NEH CAPITAL RESERVE	6,858.53
Invoice: 21944	M C M ELECTRIC INC 256.00 1553000 57100	AP2266 Shield pole 212049 ts EQUIPMENT-EVSE CHG STA	256.00
316904 05/17/2022 PRPD Invoice: May-22 Assessment	469 MDI REGIONAL SCHOOL 265,815.58 1995100 59201	AP2266 May 2022 assessment for MDI HS MD HIGH SCHOOL	265,815.58
316905 05/17/2022 PRPD Invoice: 56355	426 MAINE MUNICIPAL ASSOCIATION 282.00 1440330 56040	AP2266 Stat. 3 buliders risk insur. FIREFIGHTER-BLNKT INS	282.00
316906 05/17/2022 PRPD Invoice: 1000426381	425 MAINE MUNICIPAL ASSOCIATION 35.00 1220110 54100	AP2266 Municipal Broadband Webinar TRAINING	35.00
316907 05/17/2022 PRPD Invoice: 99440 04302022	502 MOUNT DESERT SPRING WATER 63.35 1440330 53000 431	AP2266 04/30/2022 Drinking water OFFICE SUPPLIES-S1 NEH	63.35
Invoice: 26567 0422	MOUNT DESERT SPRING WATER 26567 0422	AP2266 04/30/2022 water delivery / cooler rental	69.90
CHECK 316901 TOTAL:			2,508.00
CHECK 316902 TOTAL:			379.00
CHECK 316903 TOTAL:			9,809.71
CHECK 316904 TOTAL:			265,815.58
CHECK 316905 TOTAL:			282.00
CHECK 316906 TOTAL:			35.00
CHECK 316907 TOTAL:			69.90



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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

INVOICE DTL DESC	INV DATE	PO	WARRANT	NET
OFFICE SUPPLIES				
69.90 1440800 53000				
MOUNT DESERT SPRING WATER	04/30/2022		AP2266	60.50
Office water Apr-22				
OFFICE SUPPLIES				
60.50 1220110 53000				
CHECK				
CHECK 316907 TOTAL:				193.75
PERC bypass MSW ts Apr 2022	05/04/2022		AP2266	9,408.36
TIPPING FEE CROM				
CHECK				
CHECK 316908 TOTAL:				9,408.36
OIL BJ	04/28/2022		AP2266	170.16
GEN REPAIRS & MAINT				
170.16 1551500 55400				
FILTERS BJ	04/25/2022		AP2266	44.52
GEN REPAIRS & MAINT				
44.52 1552500 55400				
OIL BJ	04/25/2022		AP2266	53.28
GEN REPAIRS & MAINT				
53.28 1551500 55400				
CAP SCREW BJ	04/25/2022		AP2266	4.40
GEN REPAIRS & MAINT				
4.40 1550100 55400				
AIR FILTERS BJ	04/26/2022		AP2266	366.79
GEN REPAIRS & MAINT				
366.79 1550100 55400				
RING KIT BJ	04/28/2022		AP2266	377.65
GEN REPAIRS & MAINT				
377.65 1551500 55400				
AIR FILTER BJ	04/27/2022		AP2266	21.18
GEN REPAIRS & MAINT				
21.18 1551500 55400				
ANTI SEIZE BJ	04/28/2022		AP2266	19.38
GEN REPAIRS & MAINT				
19.38 1551500 55400				
D-RING BJ	05/02/2022		AP2266	101.88
GEN REPAIRS & MAINT				
101.88 1551500 55400				

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CASH ACCOUNT: 100 10100
CHECK NO CHK DATE TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE INVOICE

INVOICE DATE PO

INVOICE DTL DESC

WARRANT

NET

Invoice: 531830	COASTAL AUTO PARTS	531830	04/26/2022	AP2266	21.18
		21.18 1550100 55400	OIL FILTER BJ GEN REPAIRS & MAINT		
Invoice: 534361	COASTAL AUTO PARTS	534361	05/03/2022	AP2266	315.02
		315.02 1550100 55400	LIGHTS BJ GEN REPAIRS & MAINT		
Invoice: 535306	COASTAL AUTO PARTS	535306	05/05/2022	AP2266	6.69
		6.69 1550100 55400	HEXBIT BJ GEN REPAIRS & MAINT		
Invoice: 535280	COASTAL AUTO PARTS	535280	05/05/2022	AP2266	31.98
		31.98 1550100 55400	HOLE SAW BJ GEN REPAIRS & MAINT		
Invoice: 534537	COASTAL AUTO PARTS	534537	05/03/2022	AP2266	54.70
		54.70 1440330 55100 4301	Tire fill extensions VEHICLE REPAIR-09 Ferrara L1		
Invoice: 532103	COASTAL AUTO PARTS	532103	04/27/2022	AP2266	30.84
		30.84 1440330 55100 4304	Air Comp Governor VEHICLE REPAIR-06 SMEAL E4		
Invoice: 530947	COASTAL AUTO PARTS	530947	04/25/2022	AP2266	120.27
		120.27 1440110 55100 4112	oil/oil filter for 4112 VEHICLE REPAIR-20 SUV FORD		
Invoice: 531116	COASTAL AUTO PARTS	531116	04/25/2022	AP2266	35.07
		35.07 1440110 55100 4112	Synthetic oil VEHICLE REPAIR-20 SUV FORD		
Invoice: 535946	COASTAL AUTO PARTS	535946	05/06/2022	AP2266	559.69
		559.69 1440110 55100 4109	Brake pads, rotors, virtual kit VEHICLE REPAIR-17 FORD EXP ADM		
CHECK 316909 TOTAL:					2,334.68
316910 05/17/2022 PRD	547 OFFICE DEPOT	238363004002	04/19/2022	AP2266	23.87
Invoice: 238363004002		23.87 1550100 53000	PADS BJ OFFICE SUPPLIES		
CHECK 316910 TOTAL:					23.87
316911 05/17/2022 PRD	2597 ON-THE-LINE, INC	3044	05/09/2022	AP2266	5,315.76
Invoice: 3044		5,315.76 1550100 55400	CENTER/EDGE LINE ROAD PAINTING BJ GEN REPAIRS & MAINT		



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CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME INVOICE

INV DATE PO WARRANT NET

INVOICE DTL DESC

INVOICE	INV DATE	PO	WARRANT	NET
316912 05/17/2022 PRTD Invoice: 192201	04/29/2022	AP2266		658.75
565 PERMA-LINE CORP OF NE	STOP /SLOW SIGNS BJ			
658.75 1550100 55400	GEN REPAIRS & MAINT			
316913 05/17/2022 PRTD Invoice: 45769	04/29/2022	AP2266		410.00
570 A W PETTEGROW INC	ramps in seal			
410.00 6010200 55460	DOCK CONNECTIONS			
316914 05/17/2022 PRTD Invoice: 167312	04/29/2022	AP2266		6,338.01
672 SNOWMAN PRINTING	2022 ATM Town Report printing			
6,338.01 1220110 56210	PRINTING			
316915 05/17/2022 PRTD Invoice: 144127401050122	05/01/2022	AP2366		7.99
1737 CHARTER COMMUNICATIONS	Internet Fire Station # 2			
7.99 1221000 55150 1737	CABLE/INTERNET-FIRE ST#2 SH			
316916 05/17/2022 PRTD Invoice: 143136401050122	05/01/2022	AP2266		149.98
1616 CHARTER COMMUNICATIONS	Internet Fire Station # 3			
149.98 1221000 55150 1616	CABLE/INTERNET-FIRE ST#3 SV			
316917 05/17/2022 PRTD Invoice: 143514101042222	04/22/2022	AP2266		665.80
2832 CHARTER COMMUNICATIONS	marina internet			
665.80 6010100 55150	CABLE/INTERNET			
316918 05/17/2022 PRTD Invoice: 144223501042222	04/22/2022	AP2266		349.98
1773 CHARTER COMMUNICATIONS	Internet Highway Garage			
349.98 1221000 55150 1773	CABLE/INTERNET-HGWY GAR			

CHECK 316911 TOTAL: 5,315.76

CHECK 316912 TOTAL: 658.75

CHECK 316913 TOTAL: 410.00

CHECK 316914 TOTAL: 6,338.01

CHECK 316915 TOTAL: 7.99

CHECK 316916 TOTAL: 149.98

CHECK 316917 TOTAL: 665.80

CHECK 316918 TOTAL: 349.98



05/12/2022 14:23
6905lyou

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

P 17
apcsbdb

CASH ACCOUNT: 100 10100 Ckg-BH General Fund 8066
CHECK NO CHK DATE TYPE VENDOR NAME

Invoice: IN3317061
Invoice: IN3316200

Invoice: 316925 05/17/2022 PRD 737 UNIFIRST CORP
Invoice: 0272911288

Invoice: 316927 05/17/2022 PRD 753 JAMES W WADMAN CPA
Invoice: 26467

Invoice: 316928 05/17/2022 PRD 2113 TROY G WINGER
Invoice: 1473

INVOICE	INVOICE DTL DESC	INVOICE	INV DATE	PO	WARRANT	NET
IN3317061	04/01/2022 AP2266 Copier and Printer base rate 4.1-6.30.22 COPIER LEASE	165.12 1221000 55320	04/01/2022		AP2266	165.12
IN3316200	04/01/2022 AP2266 Copier and printer base rate 4.1-6.30.22 COPIER LEASE	1,427.69 1221000 55320	04/01/2022		AP2266	1,427.69
	CHECK 316924 TOTAL:					3,071.40
0272911288	04/28/2022 AP2266 MSW/P&C/HWY Uniforms-EM UNIFORMS UNIFORMS UNIFORMS	35.00 1551500 53800 20.00 1552500 53800 58.28 1550100 53800	04/28/2022		AP2266	113.28
0272911289	04/28/2022 AP2266 WW Uniforms and Mat-EM UNIFORMS	106.99 1550552 53800	04/28/2022		AP2266	106.99
0272912816	05/05/2022 AP2266 WW Uniforms-EM UNIFORMS	103.99 1550552 53800	05/05/2022		AP2266	103.99
0272912815	05/05/2022 AP2266 MSW/P&C/HWY Uniforms-EM UNIFORMS UNIFORMS UNIFORMS	35.00 1551500 53800 20.00 1552500 53800 109.12 1550100 53800	05/05/2022		AP2266	164.12
	CHECK 316925 TOTAL:					488.38
953983	04/21/2022 AP2266 Whirl Pak Sampling Bags-EM LAB EQUIP	103.52 1550552 53820	04/21/2022		AP2266	103.52
26467	04/25/2022 AP2266 Audit Expense of FY21 AUDIT	5,522.75 1220110 54520	04/25/2022		AP2266	5,522.75
	CHECK 316926 TOTAL:					103.52
1473	04/23/2022 AP2266 ramp holder improvements / repair seal harbor M SH Capital Reserve	1,050.00 6410200 24600	04/23/2022		AP2266	1,050.00
	CHECK 316927 TOTAL:					5,522.75



05/12/2022 14:23
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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL

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apcshdsb

CASH ACCOUNT: 100
CHECK NO CHK DATE

10100
TYPE VENDOR NAME

Ckg-BH General Fund 8066

INVOICE INV DATE PO WARRANT NET
INVOICE DTL DESC

CHECK 316928 TOTAL: 1,050.00

NUMBER OF CHECKS 74 *** CASH ACCOUNT TOTAL *** 687,698.74

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	62	587,060.24
TOTAL WIRE TRANSFERS	1	104.74
TOTAL EFT'S	11	100,533.76

*** GRAND TOTAL *** 687,698.74

CLERK: 69051you

YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2022 11	APP 100-20000	05/17/2022	AP2266	AP2266			Accounts Payable		573,757.63	
APP 100-10100	05/17/2022	AP2266	AP2266			AP CASH DISBURSEMENTS JOURNAL Ckg-BH General Fund 8066			687,698.74	
APP 400-20000	05/17/2022	AP2266	AP2266			Accounts Payable		37,410.00		
APP 600-20000	05/17/2022	AP2266	AP2266			AP CASH DISBURSEMENTS JOURNAL		10,582.95		
APP 300-20000	05/17/2022	AP2266	AP2266			Accounts Payable		65,919.46		
APP 200-20000	05/17/2022	AP2266	AP2266			Accounts Payable		28.70		
							GENERAL LEDGER TOTAL		687,698.74	687,698.74
APP 100-35040	05/17/2022	AP2266	AP2266			DT-TRUST		37,410.00		
APP 400-35010	05/17/2022	AP2266	AP2266			DT Gen fund			37,410.00	
APP 100-35060	05/17/2022	AP2266	AP2266			DT-MARINA		10,582.95		
APP 600-35010	05/17/2022	AP2266	AP2266			DT Gen fund		65,919.46		10,582.95
APP 100-35030	05/17/2022	AP2266	AP2266			DTF-CAP IMP			28.70	
APP 300-35010	05/17/2022	AP2266	AP2266			DT Gen fund			65,919.46	
APP 100-35020	05/17/2022	AP2266	AP2266			DTF-SPEC REV			28.70	
APP 200-35010	05/17/2022	AP2266	AP2266			DT Gen fund			28.70	
							SYSTEM GENERATED ENTRIES TOTAL		113,941.11	113,941.11
							JOURNAL 2022/11/33		801,639.85	801,639.85
							TOTAL			

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
100 General Fund	2022 11	33	05/17/2022	Ckg-BH General Fund 8066		
100-10100				Accounts Payable	573,757.63	687,698.74
100-20000				DTE-SPEC REV	28.70	
100-35020				DIF-CAP IMP	65,919.46	
100-35030				DT-TRUST	37,410.00	
100-35040				DT-MARINA	10,582.95	
100-35060				FUND TOTAL	687,698.74	687,698.74
200 Special Revenue	2022 11	33	05/17/2022	Accounts Payable	28.70	28.70
200-20000				DT Gen fund		
200-35010				FUND TOTAL	28.70	28.70
300 Capital Projects	2022 11	33	05/17/2022	Accounts Payable	65,919.46	65,919.46
300-20000				DT Gen fund		
300-35010				FUND TOTAL	65,919.46	65,919.46
400 Investment Trusts-Reserves	2022 11	33	05/17/2022	Accounts Payable	37,410.00	37,410.00
400-20000				DT Gen fund		
400-35010				FUND TOTAL	37,410.00	37,410.00
600 Marina	2022 11	33	05/17/2022	Accounts Payable	10,582.95	10,582.95
600-20000				DT Gen fund		
600-35010				FUND TOTAL	10,582.95	10,582.95

05/12/2022 14:23
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Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

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apcshdsb

FUND	DUE TO	DUE FROM
100 General Fund	113,941.11	
200 Special Revenue		28.70
300 Capital Projects		65,919.46
400 Investment Trusts-Reserves		37,410.00
600 Marina		10,582.95
TOTAL	113,941.11	113,941.11

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

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

WARRANT AP# 2265

CHECK DATE: May 4, 2022

CHECK NUMBER: <u>316863</u>	through	<u>316866</u>	\$ <u>8,031.75</u>	Check payments
CHECK NUMBER: <u>26</u>	and	<u>29</u>	\$ <u>50,844.68</u>	Electronic payments
EFT NUMBER: <u>N/A</u>	through	<u>N/A</u>	\$ <u>-</u>	ACH Payments
EFT or CK NUMBER: <u>27</u>	and	<u>27</u>	\$ <u>-</u>	Voided Checks

TOTAL DISBURSEMENTS: \$ 58,876.43

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

James F Mooers

Geoffrey V Wood, Secretary

From: [John Macauley](#)
To: [Lisa Young](#)
Subject: Re: Warrant AP#2265 State Fees/Payroll Benefits
Date: Wednesday, May 4, 2022 9:41:57 AM

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.

I approve-

On Wed, May 4, 2022 at 9:31 AM Lisa Young <financeclerk@mtdesert.org> wrote:

Greetings,

Attached is Accounts Payable Warrant #2265 (for Payroll and/or State Fees) in the amount of \$58,876.43 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



Lisa Young,

Deputy Treasurer, Tax Collector

Town of Mount Desert

(207) 276-5531 (T) (207) 276-3232 (F)

--

John B Macauley, Ph.D.
Otter Creek, Maine

TOWN OF MOUNT DESERT
PAYROLL WARRANT

WARRANT PR# 2226

CHECK DATE: April 29, 2029

ADVICE NUMBERS: 13805 through 13809

CHECK NUMBERS: 65565 through 65585

TOTAL DISBURSEMENTS: \$ 23,165.01

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 Maccauley

Martha T Dudman

James F Mooers

Geoffrey V Wood

From: [John Macauley](#)
To: [Lisa Young](#)
Subject: Re: Warrant PR#222 6Approval Request - SECOND REQUEST
Date: Monday, May 2, 2022 10:53:17 AM

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.

I approve!

On Mon, May 2, 2022 at 9:43 AM Lisa Young <financeclerk@mtdesert.org> wrote:

Greetings,

Attached IS the following warrants for approval:

Payroll	#2226	total of	\$23,165.01
---------	-------	----------	-------------

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

This distribution reflects the final distribution of authorization granted at the 4/4/22 Selectboard meeting to use ARPA funds to issue premium payments to identified eligible employees.

This distribution of premium pay consists of bargaining unit employees previously excluded from distribution while conversations with the Union representative were underway and employees requiring written justification that were previously excluded from distribution while the letter to the Treasury was being reviewed by legal counsel.

Joe Piccone, the business manager of the union, has verified that the union is in agreement with the distributions as approved by the BOS.

Jack Bjorn, attorney at Eaton Peabody, has reviewed the letter to the Treasury that I drafted and has rendered an opinion that the letter satisfies the legal requirements associated with distributions to those identified employees.

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

Lisa Young



Lisa Young,

Deputy Treasurer, Tax Collector

Town of Mount Desert

(207) 276-5531 (T) (207) 276-3232 (F)

--

John B Macauley, Ph.D.
Otter Creek, Maine

TOWN OF MOUNT DESERT
PAYROLL WARRANT

WARRANT PR# 2227

CHECK DATE: May 13, 2022

ADVICE NUMBERS: 13810 through 13860

CHECK NUMBERS: 65586 through 65607

TOTAL DISBURSEMENTS: \$ 122,418.29

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

Martha T Dudman

James F Mooers

Geoffrey V Wood

From: [Geoffrey Wood](#)
To: [Lisa Young](#)
Subject: Re: Warrant PR#2227 Approval Request
Date: Tuesday, May 10, 2022 2:47:48 PM

Hello Lisa,

I approve the attached warrant, #2227.

Best,

Geoff

Get [Outlook for iOS](#)

From: Lisa Young <financeclerk@mtdesert.org>
Sent: Tuesday, May 10, 2022 12:51:04 PM
To: Geoffrey Wood <gwood@mtdesert.org>; jbmacauley3@gmail.com <jbmacauley3@gmail.com>; Martha Dudman <martha.dudman@gmail.com>; Rick Mooers <rmooers@mtdesert.org>
Cc: Jake Wright <financedirector@mtdesert.org>
Subject: Warrant PR#2227 Approval Request

Greetings,

Attached are the following warrants for approval:

Payroll	#2227	total of	\$122,418.29
---------	-------	----------	--------------

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)

Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Report # 16272

Check Batch: 10726
 Check Header: (N/A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
 Cash Account Numbers: (First) - (Last)
 Bank Account Code: (N/A)
 Check Authorization Code: AP
 Minimum Check Amount: \$0.00
 Sorted By:
 Include Payable Information: No
 Include Payable Dist Information: No
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
10726	20262	05/04/2022	5608	5 FOREST STUDIOS	0.00	150.00
	20263	05/04/2022	1084	ACADIA FUEL, LLC	0.00	8,474.89
	20264	05/04/2022	1160	AMAZON	0.00	2,292.51
	20265	05/04/2022	1525	BAR HARBOR SCHOOL DEPARTMENT, TOWN OF	0.00	2,584.98
	20266	05/04/2022	1700	BLICK ART MATERIALS	0.00	1,104.50
	20267	05/04/2022	1975	CARDMEMBER SERVICE	0.00	4,699.38
	20268	05/04/2022	1980	CAROLINA BIOLOGICAL SUPPLY CO.	0.00	412.96
	20269	05/04/2022	2300	CLEAN-O-RAMA	0.00	32.66
	20270	05/04/2022	2310	COASTAL ENERGY, INC.	0.00	261.82
	20271	05/04/2022	4180	F.T. BROWN CO.	0.00	246.30
	20272	05/04/2022	6938	GONETSPEED <i>Phone</i>	0.00	297.95
	20273	05/04/2022	4544	GREAT MINDS PBC <i>Classroom Kits</i>	0.00	2,343.50
	20274	05/04/2022	4570	GREENWAY EQUIPMENT SALES <i>mower repairs</i>	0.00	151.38
	20275	05/04/2022	4585	GROUP DYNAMIC, INC.	0.00	123.75
	20276	05/04/2022	4110	HAMMOND LUMBER CO/EBS	0.00	160.81
	20277	05/04/2022	5870	MAINE DEPARTMENT OF LABOR - BUC <i>Unemployment</i>	0.00	216.98
	20278	05/04/2022	5910	MAINE PAPER & JANITORIAL PRODUCTS	0.00	528.58
	20279	05/04/2022	6180	MDES - GENERAL FUND/STUDENT ACTIVITY <i>April Charges</i>	0.00	935.50
	20280	05/04/2022	6205	MDI REGIONAL SCHOOL DISTRICT <i>Other Reimb-May</i>	0.00	885.99
	20281	05/04/2022	6225	MECHANICAL SERVICES, INC. <i>Repair heat pump</i>	0.00	2,528.65
	20282	05/04/2022	6785	NORTHCENTER FOODS	0.00	1,173.46
	20283	05/04/2022	6840	NORUMBEGA MOVING & STORAGE	0.00	171.00
	20284	05/04/2022	6910	OPPEWALL, ELIZABETH <i>Phys Therapy</i>	0.00	421.25
	20285	05/04/2022	6990	PALOS SPORTS <i>Sports Equipment</i>	0.00	374.97
	20286	05/04/2022	7218	PIONEER VALLEY BOOKS	0.00	361.35
	20287	05/04/2022	7320	PORTLAND POTTERY SUPPLY <i>Art Supplies</i>	0.00	3,474.60
	20288	05/04/2022	7463	QUILL CORP. <i>Classroom Supplies</i>	0.00	1,292.21
	20289	05/04/2022	7463	QUILL CORP.	0.00	0.00

Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	20290	05/04/2022	7570	REALLY GOOD STUFF, INC.	0.00	73.04
	20291	05/04/2022	7885	SARGENT, LEON	0.00	50.00
	20292	05/04/2022	8010	SCHOOL SPECIALTY, LLC	0.00	74.18
	20293	05/04/2022	8150	SEW & SAVE, INC.	0.00	32.97
	20294	05/04/2022	8282	SKEATE, KATHERINE <i>Music Equipment</i>	0.00	300.00
	20295	05/04/2022	8357	SOUTHWEST HARBOR SCHOOL DEPT., TOWN OF <i>Safety Care Training</i>	0.00	305.86
	20296	05/04/2022	4152	VERSANT POWER	0.00	4,615.70
	20297	05/04/2022	9248	WESTPHAL, SHANNON	0.00	66.30
	20298	05/04/2022	9290	WIGHT'S SPORTING GOODS <i>Baseball Uniforms</i>	0.00	2,184.00
Totals:					0.00	\$43,403.98

Mount Desert School Department ACCOUNTS PAYABLE WARRANT

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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WARRANT # 14

DATE: 5/4/22

DocuSigned by:

Michael Spornan
 SUPERINTENDENT
 59EE362B93F166

DocuSigned by:

Brian Hunkel
 FINANCE OFFICER
 720A348556410

FINANCE OFFICER

DocuSigned by:

James Whitehead
 FINANCE OFFICER
 548D045B742449

DocuSigned by:

[Signature]
 FINANCE OFFICER
 1068A6391F4463

FINANCE OFFICER

FINANCE OFFICER

37 Checks Listed.

Mount Desert School Department PAYROLL WARRANT REGISTER

Report # 16291

Include Authorization Codes: Yes
Batch: 10729
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
	05/13/2022	STAT	TREASURER, STATE OF MAIN		3,862.00	3,862.00	0.00	0.00	
	05/13/2022	IRS	INTERNAL REVENUE SERVIC		13,164.10	13,164.10	0.00	0.00	
48449	05/13/2022	598	JENNIFER T. WALLS	1	100.00	92.35	0.00	92.35	
48450	05/13/2022	506	HANNAH E. AVERILL	1	788.52	644.42	644.42	0.00	
48451	05/13/2022	149	MARIAH D. BAKER	1	2,015.00	1,615.08	1,615.08	0.00	
48452	05/13/2022	11	KELLY S. BEAULIEU	1	2,623.07	1,723.90	1,723.90	0.00	
48453	05/13/2022	463	RENE L. BECKER	1	1,654.40	1,236.40	1,236.40	0.00	
48454	05/13/2022	266	JULIANNA R. BENNOCH	1	2,738.46	2,022.24	2,022.24	0.00	
48455	05/13/2022	491	SANDRA G. BOYCE	1	1,372.68	748.47	748.47	0.00	
48456	05/13/2022	314	ANDREW J. CARLSON	1	2,035.20	1,454.14	1,454.14	0.00	
48457	05/13/2022	18	JANICE P. CARROLL	1	1,376.70	908.84	908.84	0.00	
48458	05/13/2022	337	AMBER G. CHARRON	1	2,166.84	1,504.42	1,504.42	0.00	
48459	05/13/2022	596	KAREN L. CROSTON	1	1,098.83	903.74	903.74	0.00	
48460	05/13/2022	91	JUDITH CULLEN	1	2,136.73	1,559.34	1,559.34	0.00	
48461	05/13/2022	499	BOBBIE JO DAY	1	1,542.80	1,084.32	1,084.32	0.00	
48462	05/13/2022	308	Gloria A. Delsandro	1	3,961.65	2,850.65	2,850.65	0.00	
48463	05/13/2022	504	CRISTINA DEVORA	1	1,668.26	1,096.77	1,096.77	0.00	
48464	05/13/2022	43	SARAH R. DUNBAR	1	2,171.92	1,607.70	1,607.70	0.00	
48465	05/13/2022	505	HALEY ESTABROOK	1	1,737.30	1,214.39	1,214.39	0.00	
48466	05/13/2022	52	WANDA J. FERNALD	1	2,584.61	1,678.11	1,678.11	0.00	
48467	05/13/2022	146	CECILIA R. GARRITY	1	1,348.38	714.85	714.85	0.00	
48468	05/13/2022	63	HEATHER M. GRAVES	1	2,887.14	1,836.99	1,836.99	0.00	
48469	05/13/2022	65	GAYLE M. GRAY	1	2,623.07	1,850.84	1,850.84	0.00	
48470	05/13/2022	331	RUSSELL W. GRAY	1	1,424.31	1,189.24	1,189.24	0.00	
48471	05/13/2022	92	ABIGAIL A. HARMON	1	1,553.68	991.20	991.20	0.00	
48472	05/13/2022	595	WILLIAM HERRMANN	1	1,181.70	934.41	934.41	0.00	
48473	05/13/2022	485	TASHA L. HIGGINS	1	1,598.26	1,037.90	1,037.90	0.00	
48474	05/13/2022	477	ANGELIQUE E. HODGDON	1	1,794.40	900.43	900.43	0.00	
48475	05/13/2022	244	KRISTIN D. HOLLEY	1	1,419.89	1,051.85	1,051.85	0.00	
48476	05/13/2022	313	ANDREA W. HOWELL	1	2,024.00	1,625.32	1,625.32	0.00	
48477	05/13/2022	293	Amy L. James	1	2,959.68	1,987.49	1,987.49	0.00	
48478	05/13/2022	90	REBECCA A. JARVIS	1	2,413.46	1,631.01	1,631.01	0.00	
48479	05/13/2022	312	BETHANY G. JOHNSON	1	1,783.65	1,314.64	1,314.64	0.00	
48480	05/13/2022	291	PATRICIA A. KELLEY	1	1,581.32	1,093.24	1,093.24	0.00	
48481	05/13/2022	335	CYNTHIA A. LAMBERT	1	2,930.76	1,865.87	1,865.87	0.00	
48482	05/13/2022	487	BENJAMIN MACKO	1	2,945.23	2,196.15	2,196.15	0.00	
48483	05/13/2022	292	TARA MCKERNAN	1	2,303.26	1,674.03	1,674.03	0.00	
48484	05/13/2022	490	ANNA D. MONTE	1	1,130.33	614.80	614.80	0.00	
48485	05/13/2022	461	JANET NORDELUS	1	1,894.92	1,311.64	1,311.64	0.00	
48486	05/13/2022	237	JUSTIN B. NORWOOD	1	2,298.07	1,790.45	1,790.45	0.00	
48487	05/13/2022	238	WENDELL L. OPPEWALL	1	1,286.46	737.69	737.69	0.00	
48488	05/13/2022	240	JEANNE C. OTT	1	2,786.53	1,946.00	1,946.00	0.00	
48489	05/13/2022	138	AMY Y. PHILBROOK	1	2,689.04	1,854.32	1,854.32	0.00	
48490	05/13/2022	74	LEON E. SARGENT	1	2,447.83	1,651.29	1,651.29	0.00	
48491	05/13/2022	120	KAREN L. SHARPE	1	3,188.09	1,991.41	1,991.41	0.00	
48492	05/13/2022	350	ANNA E. SILVER	1	1,249.38	924.41	924.41	0.00	
48493	05/13/2022	502	MARIA E. SIMPSON	1	1,972.11	1,613.69	1,613.69	0.00	
48494	05/13/2022	503	RACHEL M. SINGH	1	2,236.15	1,806.32	1,806.32	0.00	
48495	05/13/2022	507	DANIELLE A. STANLEY	1	1,150.38	1,031.96	1,031.96	0.00	
48496	05/13/2022	404	KERRY L. TAYLOR	1	3,571.90	2,613.35	2,613.35	0.00	
48497	05/13/2022	501	MICHAEL J. TINKER	1	1,728.96	1,158.13	1,158.13	0.00	
48498	05/13/2022	476	BRUCE L. TRIPP	1	326.88	281.87	281.87	0.00	
48499	05/13/2022	459	SHANNON L. WESTPHAL	1	2,056.53	1,576.05	1,576.05	0.00	
48500	05/13/2022	448	JACQUELINE A. WHEATON	1	2,542.30	1,777.86	1,777.86	0.00	

Mount Desert School Department PAYROLL WARRANT REGISTER

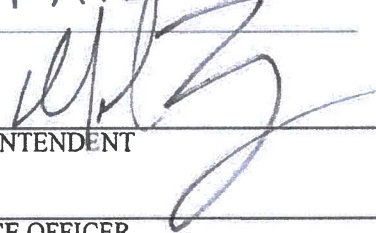
Report # 16291

Check #	Check Date	Code	Name	Chk Grp	Gross Pay	Net Pay	Direct Deposit	Check Amt	Void
					120,127.12	89,548.08	72,429.63	92.35	

Check Authorization Summary			
Type	Description	Count	Amount
Employee	Checks	1	92.35
	Voided Checks	0	0.00
	Direct Deposits (Fully Distributed)	51	72,429.63
	ACH Employee Credits	51	72,429.63
	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	17,026.10

WARRANT # 23

DATE: PAID MAY 13 2022



SUPERINTENDENT

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

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