

Town of Mount Desert

Board of Selectmen
Agenda
Regular Meeting
Monday, June 6, 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, COVIID transmission rate is MEDIUM; masks are not required, but are recommended for those at risk of severe illness
I. Call to order at 6:30 p.m.

Public please hold comments until the BOS Chairman opens the agenda items for public comment
II. Public Hearing(s)
A. Dawnland, LLC d/b/a Jordan Pond House 2928 Park Loop Rd, Seal Harbor request for Liquor License

## III. Post Public Hearing

A. - Action if necessary
IV. Minutes
A. Approval of minutes from May 16, 2022 meeting
B. Approval of minutes from May 26, 2022 meeting
V. Appointments/Recognitions/Resignations
A. Annual Board and Committee Appointments
B. Appointment of Carrie Eason as Warden for the June 6, 2022 State Primary and Special Election and amending the rate of pay for the Warden to $\$ 20.00 / \mathrm{hour}$
VI. 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. Summary of the reason for the postponement of the Beech Hill Cross Road culvert replacement project from 2022 to 2023
B. Maine Department of Labor penalty abatement letter: Inspection \#1576840
C. Maine Department of Transportation Region 4 ADA Improvements; State Project Number: 24807.00 to reconstruct various curb ramp openings to meet current $A D A$ requirements located on Rt. 102
D. Standard monthly bypass notice for June 2022 for MRC Members Municipal solid waste going to PERC due to Coastal Resources of Maine being closed

## VII. Selectmen's Reports

## VIII. Unfinished Business

A. Request selectmen signatures on letter to Congressional delegation to contact the Secretary of the Interior review the Causeway bisecting Otter Creek Harbor due to concerns about poor tidal flushing
B. Discussion of Main Street, Northeast Harbor sidewalk usage
IX. New Business
A. Liquor License Renewal - Dawnland, LLC d/b/a Jordan Pond House 2928 Park Loop Rd, Seal Harbor
B. Request authorization to pay for the construction and installation of a Seal Harbor Pier ladder by Alvah B. Barge Service Inc. for \$3,289.00; the Seal Harbor Docks CIP 6410200-24600 has a balance of \$86,346.81
C. Request approval of Marina Winter Dockage Rates
D. Consider increase of pay rate for Ethan Leonard to $\$ 17.00$ per hour
E. Authorize Police Chief James Willis to sign agreement with Property.com for disposition of unclaimed found property and evidence
F. Discussion of police dispatch staffing
G. Authorize entering into an account agreement with Bar Harbor Bank \& Trust to open a new bank account to house capital projects bond proceeds with Jake Wright and Durlin Lunt as signers on the account.
H. Authorize Jake Wright and Durlin Lunt to conduct business on behalf of the Town with Bar Harbor Trust Services
X. Other Business (Addendum items may be considered at the Selectboard's discretion via majority vote to do so under Other Business or out of order.)
A. Such other business as may be legally conducted
XI. Treasurer's Warrants
A. Approve \& Sign Treasurer's Warrant as shown below:

| Town Invoices | AP\#2271 | $06 / 07 / 2022$ | $\$ 192,311.30$ |
| :--- | :--- | :--- | ---: |
| Total |  |  | $\mathbf{\$ 1 9 2 , 3 1 1 . 3 0}$ |

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

| State Fees \& PR Benefits | $\mathrm{AP} \# 2267$ | $05 / 18 / 2022$ | $\$ 13,658.04$ |
| :--- | :--- | :--- | ---: |
|  | $\mathrm{AP} \# 2269$ | $05 / 25 / 2022$ | $\$ 86,182.84$ |
| Town Payroll | $\mathrm{PR} \# 2228$ | $05 / 27 / 2022$ | $\$ 130,023.98$ |
| Total |  |  | $\mathbf{\$ 2 2 9 , 8 6 4 . 8 6}$ |

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

| School Invoices | $\# 15$ | $06 / 01 / 2022$ | $\$ 76,069.36$ |
| :--- | :--- | :--- | ---: |
|  | $\# 24$ | $05 / 27 / 2022$ | $\$ 176,136.18$ |
| Total |  |  | $\mathbf{\$ 2 5 2 , 2 0 5 . 5 4}$ |
|  |  |  |  |
| Grand Total |  |  | $\mathbf{\$ 6 7 4 , 3 8 1 . 7 0}$ |

## XII. Adjournment

The next regularly scheduled meeting is at 6:30 p.m., TUESDAY, June 21, 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.

Join Zoom Meeting
https://us02web.zoom.us/j/248566175?pwd=RmozZjBOVWhtUTQrRXR5QzFEZEEyQT09
Meeting ID: 248566175
Password: 919872
One tap mobile
+13126266799,,248566175\#,,,,0\#,,919872\# US (Chicago) +16468769923,,248566175\#,,,,0\#,,919872\# US (New York)

Dial by your location
+1 3126266799 US (Chicago)
+1 6468769923 US (New York)
+1 3017158592 US (Germantown)
+1 3462487799 US (Houston)
+1 4086380968 US (San Jose)
+1 6699006833 US (San Jose)
+1 2532158782 US (Tacoma)
Meeting ID: 248566175
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: June 6, 2022
Time: 6:30 p.m.

## Agenda details:

## I. BUSINESS TO CONDUCT

## a. Unfinished Business

1. Letter to Congressional Delegation requesting Interior Department Review of the design of the Causeway bisecting Otter Creek Harbor.

## b. New Business

1. Dispatch Staffing

## II. MANAGER'S COMMENTS

## a. Review of Causeway letter to Congressional delegation-

 There has been concern about the Causeway design for many years both at Acadia National Park and the village of Otter Creek. It opened in 1939 with the plan to turn the inner harbor of Otter Creek into a saltwater swimming pool. The design was intended to hold water in the inner harbor, rather than to promote vigorous tidal flushing. Such a design would be unthinkable under current environmental rules and regulations.
## b. Dispatch Staffing

There has been a vacancy in the dispatch office since March 2022. Please refer to Jim Willis memo in your packet to review the myriad of steps taken to address this vacancy. Currently existing staff have been plugged into vacant shifts, but this is not sustainable as a long-term solution. It is possible that Bar Harbor dispatch will need to cover the overnight areas of 11:00 PM to 7:00 AM. This will not effect 24/7 patrol in Mount Desert, but there will be a need to increase security in the dispatch lobby area.

## PUBLIC HEARINGS

## Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

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

| Division Use Only |
| :--- |
| License No: |
| Class: $\quad$ By: |
| Deposit Date: |
| Amt. Deposited: |
| Payment Type: |
| OK with SOS: Yes $\square$ No $\square$ |


| Legal Business Entity Applicant Name (corporation, LLC): <br> Dawnland, LLC | Business Name (D/B/A): <br> Jordan Pond House |
| :--- | :--- |
| Individual or Sole Proprietor Applicant Names): | Physical Location: <br> 2928 Park Loop Rd., Seal Harbor, ME 04675 |
| Individual or Sole Proprietor Applicant Names): | Mailing address, if different: <br> 6720 W. 121st St. Suite 200, Overland Park, KS 662C |
| Mailing address, if different from DBA address: <br> 6720 W. 121st St. Suite 200, Overland Park, KS 66209 | Email Address: <br> licenses@goexplorus.com |
| Telephone \# Fax \#: <br> $913-316-0171 ~ \#: ~$ | Business Telephone \# Fax : |
| Federal Tax Identification Number: <br> $93-4080270$ | Maine Seller Certificate \# or Sales Tax \#: <br> 1203483 |
| Retail Beverage Alcohol Dealers Permit: <br> CAR-2020-12627 | Website address: <br> www.jordanpondhouse.com |

1. New license or renewal of existing license?


New
Expected Start date: $\qquad$
Х Renewal
Expiration Date: 06/24/2022
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: $\quad 2,385,122.75$ Beer, Wine or Spirits $\qquad$ Guest Rooms: $\qquad$
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

X Malt Liquor (beer) $\searrow$ Wine $\searrow$ Spirits
4. Indicate the type of license applying for: (choose only one)

| X | Restaurant <br> (Class I, II, III, IV) | $\square$ | Class A Restaurant/Lounge <br> (Class XI) | $\square$ | Class A Lounge <br> (Class X) |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $\square$ | Hotel <br> (Class I, II, III, IV) | $\square$ | Hotel - Food Optional <br> (Class I-A) | $\square$ | Bed \& Breakfast <br> (Class V) |
| $\square$ | Golf Course (included optional licenses, please check if apply) <br> (Class I, II, III, IV) |  |  |  |  |
| $\square$ | Tavern <br> (Class IV) | Auxiliary | $\square$ | Mobile Cart |  |

Refer to Section V for the License Fee Schedule on page 9
5. Business records are located at the following address:

6720 W. 121st St. Suite 200, Overland Park, KS 66209
6. Is the licensee/applicant(s) citizens of the United States?
7. Is the licensee/applicant(s) a resident of the State of Maine?

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?

X Yes $\square$ 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?
$\square \quad$ Yes No
$\square \quad$ 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.
$\square \quad$ Yes $\mathbb{X}$ No
If yes, please provide details: $\qquad$
11. Do you own or have any interest in any another Maine Liquor License? $\square$ 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 managers) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name
Jonathan Ike - General Manager
Emily Damon - fiB ManAger

DOB
Place of Birth
Akron, OH

Portion, ME

Residence address on all the above for previous 5 years

Name Jonathon IPE
Name Jonathan Ire
Name Emily Damon
Name

Address: 25 Arrowhead DR. SE RIme GA 30161
Address: 212 Station way. Adairsville, Ga 30103
Address: 9 Giant Slide RD. MDI, ME O4660
Address:
13. Will any law enforcement officer directly benefit financially from this license, if issued?
$\square \quad$ Yes $X$ 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? $\quad \square \quad$ Yes $\mathbb{N}$

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

Name: $\qquad$ Date of Conviction: $\qquad$
Offense: $\qquad$ Location: $\qquad$
Disposition: $\qquad$
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? $\square$ Yes $\mathbb{N}$

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

Name: $\qquad$ Date of Conviction: $\qquad$
Offense: $\qquad$ Location: $\qquad$
Disposition: $\qquad$
16. Has the licensee/applicant(s) formerly held a Maine liquor license? X Yes $\square$ No
17. Does the licensee/applicant(s) own the premises? $\square$ Yes $\square$ No

If No, please provide the name and address of the owner:
National Park Service
18. If you are applying for a liquor license for a Hotel or Bed \& Breakfast, please provide the number of guest rooms available: $\qquad$
19. Please describe in detail the areas) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Restaurant is indoor and table service only - no seated bar. Alcoholic beverages will be also served on the lawn with tables for patrons adjacent to the indoor restaurant. There is a barrier and fencing with signage stating "No Alcohol Beyond This Point."
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: Seaside United Church of Christ
Distance: 1.80

## Section II: Signature of Applicants)

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:


Signature of Duly Authorized Person


Printed Name Duly Authorized Person


Signature of Duly Authorized Person
Emily Damon
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? $\square$ Municipal Officers of
$\qquad$
$\square \quad$ 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 onpremises 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) \$900.00
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

Class I-A $\quad$ For the sale of liquor (malt liquor, wine and spirits) $\quad \$ 1,100.00$
This class includes only hotels that do not serve three meals a day.
Class II For the Sale of Spirits Only \$550.00
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.
Class III
For the Sale of Wine Only
\$ 220.00

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.

## Class IV For the Sale of Malt Liquor Only <br> \$ 220.00

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.

Class III and IV For the Sale of Malt Liquor and Wine Only \$ 440.00
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.

Class V For the sale of liquor (malt liquor, wine and spirits) \$495.00
This class includes only a Club without catering privileges.

| Class X | For the sale of liquor (malt liquor, wine and spirits) | $\$ 2,200.00$ |
| :---: | :---: | :---: |
| This class includes only a Class A Lounge |  |  |

Class XI For the sale of liquor (malt liquor, wine and spirits) \$1,500.00
This class includes only a Restaurant Lounge

## 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.

```
see attached
```


## 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: Dawnland, LLC
2. Doing Business As, if any: Jordan Pond House
3. Date of filing with Secretary of State: $12 / 18 / 2019$ $\qquad$ State in which you are formed: DE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: 12/18/2019
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 <br> Birth | Title | Percentage <br> of <br> Ownership |
| :--- | :--- | :--- | :--- | :--- |
| Peter Nolan | Hermosa Beach, CA |  | Member | 100.0000 |
| Frank Pikus | Overland Park, KS |  | CEO | 0.0000 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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




## Seaport Vill

 Healthcare
## RNs, LPNs, CNA Med Techs

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 Adminseaport@Firstatla
## - Administrative Si Mount Desert Isla

Immediate opening for a year-round, part time, admi private, residential estate on Mount Desert Island. Wo manager, duties would be handling administrative work n The hours of this position are flexible induding the day: right candidate should be able to commit to one day per ideally, two days/week, 4 hours of work each day. This is at depending on their availability but must be able to com either one day or two days a week. This is an hourly paid p Duties vary but key responsibilities include:
Credit card reconciliations/process invoices/work with outs

# Mount Desert Islander PUBLIC NOTICES 

 Continued on Pages 6 and 8 .
## Town of <br> MOUNT DESERT

## Public Hearing

The Board of Selectmen will hold a Public Hearing at its regular meeting which begins at 6:30PM, Monday, June 6, 2022 in the Meeting Room, Town Hall, 21 Sea Street, Northeast Harbor for the consideration of:
A new Liquor License for Class I Spirituous, Vinous and Malt application - Restaurant Application,
Dawnland, LLC, d/b/a Jordan Pond House, 2928 Park Loop Road, Seal Harbor, ME

## Town of MOUNT DESERT

## Refuse Collection Notice for Memorial Day

There will be no refuse collection Monday, May 30, 2022. Monday and Tuesday collection will be on Tuesday. No change in schedule the rest of the week.
REMINDER: The complete refuse schedule, including holidays and summer schedule, can be found in the Annual Town Report, on the Town website and in the Town Office.
Welcome back to our Summer Visitors! To alert the refuse collectors that you need pick up, please leave a message at 276-5733. Of course, this applies to year-round as well as summer residents.
The Town Office will be closed May 30, 2022, for Memorial Day.
** Twice weekly refuse collection begins Monday June 13,
2022, and runs to Saturday, September 10th, 2022!**

MINUTES

# Town of Mount Desert <br> Board of Selectmen <br> Minutes 

## Regular Meeting

 Monday, May 16, 2022Boardmembers Present: Chair John Macauley, Geoff Wood, Martha Dudman, Wendy Littlefield, Rick Mooers

Town Officials Present: Tax Assessor Kyle Avila, Public Works Director Tony Smith, Finance Director Jake Wright, Town Manager Durlin Lunt, CEO Kimberly Keene, Police Captain Dave Kerns, Town Clerk Claire Woolfolk, Harbormaster John Lemoine, Fire Chief Mike Bender

Members of the Public were also present.

## I. Call to order at 6:00 p.m.

Chair Macauley called the meeting to order at 6:05PM.

## II. Executive Session

A. Pursuant to 1 MRSA§405(6)(A) Personnel Matters, to discuss town counsel MOTION: Mr. Wood moved, with Ms. Dudman seconding, entering into Executive Session.
Motion approved 4-0.
The Board entered into Executive Session at 6:05PM.
MOTION: Mr. Wood moved, with Ms. Dudman seconding, leaving Executive Session. Motion approved 4-0.

The Board left Executive Session at 6:20PM.

## III. Public Hearing(s)

A. Public Hearing on Town of Mount Desert Traffic Ordinance and the Select Board Permit and Paid Parking Policy
Captain Kerns summarized that the proposed permit and paid parking policy allows the Board to make changes to the ordinance regarding permitted parking in the Gray Cow Parking Lot. Residents with a permit will be able to park in a designated section of the Gray Cow Parking Lot. Residents without off-street parking access are eligible for a permit.

Resident John Adams believed COA was approved to build housing without first finding parking and are now being given space at the Gray Cow lot. Captain Kerns clarified that 10 to 15 residences on Main Street have been identified as having no off-street parking available to them. These are full-time Main Street residents and not a part of the COA housing project. There are restrictions in the policy regarding who can obtain a permit. The policy is under Selectboard jurisdiction and per the Town Charter does not require a

Public Hearing process to amend it. Town Clerk Woolfolk added that the Board's ability to do so is a State Statute.

Residents without off-street parking currently rely on a variety of different parking options. Reserved Gray Cow space will keep these cars off Main Street during the daytime. Additionally, it allows them parking in the winter when on-street parking is not allowed. Permitted parking space will be limited to a designated area, and residents using the space will provide their contact information for snow removal notification. Public Works has been consulted on the appropriate section of the lot to use, with an effort to minimize the impact of summer daytime parking in the lot. There are approximately 70 parking spaces in the Gray Cow lot. There are 50 spaces in the main section of the lot, with another 20 spots in the upper end. Permit numbers will be limited to 20 stalls.

Mr. Adams asserted that MDI365 is discussing plans for an apartment building at the end of the street. Such a project could add another $15-20$ parking spots.

Captain Kerns believed the permitted parking as proposed is a pilot project and can be revised as necessary, including the number of parking spaces.

MDI365 Director Kathy Miller clarified that COA cannot get an occupancy permit for their building until they confirm they have obtained adequate parking space. She did not believe Gray Cow parking was COA's solution, or the intent of the policy. Two apartments over the Shaw Gallery, and four apartments over the Holmes Store are just some of the residences without off-street parking. Ms. Miller added that if MDI365 builds residential/commercial space on Main Street, they will limit what they do to what available parking the spot can accommodate.

The Police Chief has the authority to reserve space for temporary needs such as election day parking.

Permitted spots will be identified with painted blue lines around the spaces and signage. Motorcycle parking has been considered. Using common sense and discretion on the part of the police would be the first step in managing motorcycle parking. If paid parking is implemented, the issue may require further consideration.

Captain Kerns reported the Police Department hired nine parking enforcement officers for the season, to cover Northeast Harbor and also places like Bartlett's Landing and villages where parking can be problematic.

There were no further comments. The Public Hearing was closed.

## IV. Post Public Hearing(s)

A. Action, if necessary, on Traffic Ordinance and the Select Board Permit and Paid Parking Policy
MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of the Traffic Ordinance and the Select Board Permit and Paid Parking Policy, as presented.
Motion approved 5-0.

## V. Minutes

A. Approval of Minutes of May 3, 2022

MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of the May 3, 2022 Minutes, as presented.
Motion approved 5-0.

## VI. Appointments/Recognitions/Resignations

A. Consider appointment of Jennifer Judd-McGee to the Economic Development Committee
MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, appointment of Jennifer Judd-McGee to the Economic Development Committee, as presented and with thanks.
Motion approved 5-0.
B. Consider appointment of Matthew Hart to the Economic Development Committee MOTION: Ms. Littlefield moved, with Mr. Wood seconding, appointment of Matthew Hart to the Economic Development Committee, as presented and with thanks.
Motion approved 5-0.
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
MOTION: Ms. Littlefield moved, with Mr. Wood seconding, 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, as presented and with thanks. Motion approved 5-0.

## D. Annual Employee Appointments

MOTION: Mr. Wood moved, with Ms. Dudman seconding, approval of the slate of Annual Employee Appointments, as presented and with thanks. Motion approved 5-0.
E. Consider Barbara Dickson, Election Worker, pay increase to $\$ 20.00$ per hour MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of pay increase for Barbara Dickson, Election Worker, to $\$ 20.00$ per hour, as presented.
Motion approved 5-0.
F. Resignation of Jeanie Lyons as Full-time Dispatcher effective May 4, 2022

Captain Kerns explained that Ms. Lyons accepted the job, but never started the position.
MOTION: Mr. Wood moved, with Ms. Dudman seconding, acceptance of resignation of Jeanie Lyons as Full-time Dispatcher effective May 4, 2022.
Motion approved 5-0.
VII. Consent Agenda (These items are considered routine, and therefore, may be passed by the Selectmen in one blanket motion)
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
G. Acadia Disposal District meeting agenda for the budget public hearing and regular meeting to be held June 3, 2022
MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, acceptance of the
Consent Agenda as presented.
Motion approved 5-0.

## VIII. Selectmen's Reports

Ms. Dudman voiced her dismay at the poor Town Meeting attendance. While it's in part due to the pandemic, there are plenty of people who can come. It's our form of government, but it cannot survive without participation. People should be there in person to discuss the issues together. She hoped the Board could brainstorm how to re-energize
Town Meeting attendance. She presented several ideas:

- Move the meeting to the Neighborhood House; it's a more welcoming atmosphere, there's room there for 244 people, a supper could be served on site, and the chairs are more comfortable.
- Traditionally the Town used to have a community meal prior to the Town Meeting, which brought people together.
- Area students used to play music at the event and they were usually accompanied by their parents.
- Perhaps teachers could be encouraged to assign Town Meeting attendance to their students.
- Door prizes could be improved.
- Board Members could invite people to the meeting. She hoped that each Board Member would reach out to 5 to 10 people.

Other suggestions included:

- Keep the "hot topic" issues people are likely attending for till the end of the meeting to keep people there.
- Using the police department traffic sign to advertise the event.
- Adding the event to the school newsletters.

Tracy Aberman believed that residents are becoming apathetic; people believe the issues to be voted on are foregone conclusions and their voice and vote do not matter.

Mr. Adams did not believe people were willing to engage and discuss issues anymore. Mr. Wood pointed out that engagement and discussion occur during the warrant development process and the Selectboard meetings. It would be beneficial if people knew a little more about the warrant prior to the Town Meeting so they can determine their position and have discussion points ready.

Clerk Woolfolk believed apathy is across the board; at the local, state, and federal levels. This is a good place to start encouraging interest. Attracting students would be a good way to entice parents into attending.

## IX. Unfinished Business

A. Annual Approval of Town Counsel

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of Annual Town Counsel slate, as presented.
Motion approved 5-0.

## 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
It was noted that the space must be left open for public use during the event.
MOTION: Ms. Littlefield moved, with Mr. Wood seconding, approval of Public Space Special Event Application - Picnic Lunch for 20- Suminsby Park; Monday, July 11, 2022
10am - 2 pm , as presented.
Motion approved 5-0.
B. Public Space Special Event Application - Coast Guard Picnic - Northeast Harbor Village Green; Thursday, May 25, 2022 9am-1pm; Jarrod Kushla
MOTION: Mr. Mooers moved, with Ms. Littlefield seconding, approval of Public Space Special Event Application - Coast Guard Picnic - Northeast Harbor Village Green; Thursday, May 25, $20229 \mathrm{am}-1 \mathrm{pm}$, as presented.
Motion approved 5-0.
C. Public Space Special Event Application - Community Puppet Show - Northeast Harbor Village Green; Wednesday, July 13, 2022 6-7:30pm - Neighborhood House MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of Public Space Special Event Application - Community Puppet Show - Northeast Harbor Village Green; Wednesday, July 13, 2022 6-7:30pm, as presented.
Motion approved 5-0.
D. Public Space Special Event Application - Mount Desert Elementary School 8th Grade Promotion - June 9, 2022, Northeast Harbor Village Green
MOTION: Ms. Littlefield moved, with Ms. Dudman seconding, approval of Public Space Special Event Application - Mount Desert Elementary School 8th Grade Promotion - June 9, 2022, Northeast Harbor Village Green, as presented. Motion approved 5-0.
E. Request from the Chair of the Seal Harbor VIS to consider burying power lines in the Seal Harbor Beach Area
The proposed work will involve burying power lines down Main Street past the fountain to down Steamboat Wharf Road.

Ms. Dudman requested a cost estimate. Mr. Mooers believed it would be wise to get an opinion from Versant. Burying the lines requires crossing a stream, which may necessitate additional infrastructure and could affect the stream.

Manager Lunt agreed to gather more information.
Mr. Wood believed that if the Town is going to consider burying power lines, they should consider first those lines most frequently damaged by trees.

It was noted the term "power lines" likely means all above ground lines. Director Smith believed some residents may prefer not to bury the lines to their homes.

Assessor Avila noted buried lines would not be part of the tax assessment; it could however result in a change in the market value.
F. Katherine M. Conley /DBA Lighthouse Inn and Restaurant 12 Main St Seal Harbor
request for Liquor License Renewal

MOTION: Ms. Dudman moved, with Ms. Littlefield seconding, approval of Katherine M. Conley /DBA Lighthouse Inn and Restaurant 12 Main St. Seal Harbor request for Liquor License Renewal, as presented.
Motion approved 5-0.
G. Citizen request to speak about pedestrian safety on Sound Drive

Somesville resident Adam McLean explained that his children attend the Community School in Somesville. They walk to school; however, the sidewalk ends when approaching Babson Creek and there is no space for pedestrians for the last approximately 100 yards. Additionally, there is no crosswalk to the school. He added that the school uses this route to walk to Somesville to use the library there and to visit other places in town.

The MDOT agreed to extend the sidewalk when the Babson Creek bridge is reconstructed, however the bridge project has been delayed.

Mr. McLean is hoping to find an interim solution to the problem. MDOT will install at their cost static signs for a law-enforceable 15 mph school zone speed limit. Flashing speed limit signs are more effective but they are estimated at $\$ 9700+$, and the MDOT is not willing to pay the extra cost for that type of sign. Mr. McLean is requesting the Town fund the flashing signs. There are grants that can be applied for to cover the cost.

Director Smith explained that speed limits are set by the MDOT. Changes are made only after traffic studies are conducted. Director Smith believed the MDOT would expedite putting signage up for a school zone.

Director Smith agreed to work with Mr. McLean on pursuing funding. Grant funding might be more successful if the school was able to come up with a funding match.

Director Smith suggested asking the MDOT to install the signs they have. In the meantime, the Town and the school can research funding. The Board concurred. Director Smith agreed to reach out to the MDOT after the meeting.
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
Director Smith referenced the MDOT's input via Haley Ward, and his own experience regarding crosswalks, he felt it a bad place for a crosswalk. The signs as previously discussed are a good step.
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
MOTION: Mr. Wood moved, with Mr. Mooers seconding, 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 $\$ 89,176.36$, as presented.
Motion approved 5-0.
J. Consider authorization to pay MCM Electric $\$ 6,858.53$ for replacement of two 30foot sections of the Northeast Harbor Marina Underwater Utility lines CIP \# 6410100-24680 has a balance of \$110,936.65
MOTION: Ms. Dudman moved, with Mr. Wood seconding, 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 $\$ 110,936.65$, as presented.
Motion approved 5-0.
K. Review BOS policy concerning the use of the sidewalks in Northeast harbor by Businesses for the summer of 2022
Manager Lunt explained the sidewalk use was never a formal policy, simply discussed and updated year to year due to Covid restrictions.

Business owner Diana Brochendorff believed that tables on the sidewalk and those using the tables, often in groups, with bicycles or pets, create obstacles for pedestrians trying to use the sidewalks, and pedestrians often give up reaching businesses beyond the location of the tables.

Mr. Adams concurred with Ms. Brochendorff. The tables were allowed on the sidewalks due to covid mandates limiting interior dining. Those mandates are no longer in place. Mr. Wood agreed the sidewalks were not designed to be places of business.

Business owner Stephanie Reece felt that, given the 12 -foot sidewalks in front of The Colonel's, there was ample room for pedestrians. Covid is still present. Currently there are two tables in front of The Colonel's.

Other businesses could potentially put tables on the sidewalks. Chair Macauley believed the Board was able to react quickly should the situation change, but for the time being it was time to remove the tables. Ms. Reece asked whether other things on the sidewalks like flowerpots would also require removal.

Ms. Littlefield did not believe the tables blocked the sidewalks. Groups with bicycles or dogs gather in other places along Main Street. She watched pedestrians on Main Street after she received notice of this discussion and did not see the tables causing a problem. Covid is still a factor; there are mask mandates still in place, and covid changes quickly. She did not believe it a problem to allow the tables to remain on the sidewalk. Bicycles on the sidewalk are more of a concern than the tables.

Ms. Dudman believed that now, with fewer people, the tables are not a problem. However, in the summer the sidewalks do get congested. Ms. Dudman agreed it was time to taper back on covid accommodation.

Mr. Mooers believed the Board should not continue to use land in Town of its own accord without it codified in an Ordinance and passed at Town Meeting. Continued use of sidewalks for dining should be vetted with the CEO.

Ms. Aberman believed that extending dining space results in increased water usage fees. Extended outdoor use can be considered an outdoor dining room and charged as such.

Chair Macauley pointed out that the new sidewalks were not installed to increase retail space. He'd like to see the sidewalks returned to their original intended use.

MOTION: Ms. Dudman moved, with Mr. Wood seconding, to suspend the temporary use of the sidewalks in Northeast Harbor by businesses. Motion approved 4-1 (Littlefield opposed).

Ms. Littlefield believed the Town should be clear and mindful of other items on the sidewalks as the season gets underway.

It was agreed that bicycles and dogs on the sidewalk can be a problem. Perhaps signs and parking officers might be a potential solution.
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
MOTION: Mr. Wood moved, with Ms. Littlefield seconding, 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, as presented. Motion approved 5-0.
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
Fire Chief Bender explained this was a mutual aid agreement similar to what the Ambulance Service had with Cranberry Isles Rescue Service prior to their joining the Mount Desert Fire Department.

MOTION: Mr. Wood moved, with Mr. Mooers seconding, entering into a mutual aid agreement between the Mount Desert Fire Department and the Cranberry Isles Rescue Service, effective May 17, 2022, and authorization for the Fire Chief to sign said agreement, as presented.
Motion approved 5-0.
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
MOTION: Ms. Dudman moved, with Mr. Wood seconding, 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, as presented.
Motion approved 5-0.
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
Chief Bender explained this was for firefighter protective gear for handling interior fires.
MOTION: Mr. Mooers moved, with Ms. Dudman seconding, 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, as presented.
Motion approved 5-0.
P. Consider adopting a Memorandum of agreement proposed by the Acadia Area League of Towns covering non-emergency services
Manager Lunt explained the League of Towns has an agreement in place for emergency services. Given the difficulty in filling some municipal employee positions, the League wants to expand these agreements to also include non-emergency services in case a Town is left understaffed. Such an action would come before the Board first.

MOTION: Ms. Dudman moved, with Mr. Wood seconding, adopting a Memorandum of agreement proposed by the Acadia Area League of Towns covering non-emergency services, as presented.
Motion approved 5-0.

## 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

It was agreed the May 26, 2022 meeting would be held at 6:00PM.

## XII. Treasurer's Warrants

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

| Town Invoices | $\mathrm{AP} \# 2265$ | $05 / 17 / 2022$ | $\$ 687,698.74$ |
| :--- | :--- | :--- | :--- |
| Total |  |  | $\mathbf{\$ 6 8 7 , 6 9 8 . 7 4}$ |

MOTION: Mr. Wood moved, with Ms. Littlefield seconding, approval and signature of Treasurer's Warrant as shown above.
Motion approved 5-0.
B. Approve Signed Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown below:

| 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 |  |  | $\mathbf{\$ 2 0 4 , 4 5 9 . 7 3}$ |

MOTION: Ms. Dudman moved, with Mr. Wood seconding, approval of signed
Treasurer's Payroll, State Fees, \& PR Benefit Warrants as shown above.
Motion approved 4-0-1 (Littlefield in Abstention).
C. Acknowledge Treasurer's School Board AP/Payroll Warrants as shown below:

| School Invoices | 14 | $05 / 04 / 2022$ | $\$ 43,403.98$ |
| :--- | :--- | :--- | ---: |
| School Payroll | 23 | $05 / 13 / 2022$ | $\$ 89,548.08$ |
| Total |  |  | $\mathbf{\$ 1 3 2 , 9 5 2 . 0 6}$ |

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

| Grand Total |  |  | $\mathbf{\$ 1 , 0 2 5 , 1 1 0 . 5 3}$ |
| :--- | :--- | :--- | :--- |

## XIII. Adjournment

MOTION: Mr. Wood moved, with Ms. Dudman seconding, to adjourn.
Motion approved 5-0.
The Meeting adjourned at 7:40PM.

Respectfully Submitted,

Geoff Wood

# Town of Mount Desert Board of Selectmen Minutes <br> May 26, 2022 

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

Town Officials Present: Town Clerk Claire Woolfolk, Town Manager Durlin Lunt, Finance Director Jake Wright, Fire Chief Mike Bender, Tax Assessor Kyle Avila

Members of the Public were also in attendance.

## I. Call to order at 6:00 p.m.

Chair Macauley called the Meeting to order at 6:00PM.

## II. Consent Agenda

A. Department of Marine Resources Notice of Public Hearing on June 15, 2022;

Registering to participate by May 31, 2022
B. Conservation Easement to Acadia National Park on Parker Farm Road

MOTION: Ms. Dudman moved, with Mr. Wood seconding, acceptance of the Consent Agenda as presented.
Motion approved 5-0.

## III. Selectmen's Reports

Chair Macauley reported the Otter Creek Cemetery is considering asking the Town to take over maintenance of the cemetery. Town Manager Lunt suggested the Cemetery Association make a formal request via Warrant Article.

## IV. New Business

A. Mount Desert Regional High School Scholarship/Stipend Authorization MOTION: Ms. Dudman moved, with Mr. Wood seconding, authorization of the Mount Desert Regional High School Scholarship/Stipend, as presented. Motion approved 5-0.

Finance Director Wright reported that the Town may not be dispensing these funds as intended by the creators of the funds, per the original Warrant Articles. Funds that have been approved and expended on behalf of the Trusts have been in-line with the original Trust requirements. However, there may be additional costs meant to be funded by the Trusts that have not been in the past. For example, Director Wright had found no evidence that maintenance of Stanley Field had been subsidized by Trust funds in the past. He suggested reaching out to representatives of the assets mentioned in the original trust articles, discussing historical application, future expectations, and returning to the Board with a proposal on how to move forward.

## B. Ordinance Reviews - Public Safety

a. Consumer Fireworks Ordinance - enacted in 2012
b. Dogs - last amended in 2009
c. Limiting Motor Vehicle Access to Ponds - last amended in 2009
d. No Swimming Hadlock \& Jordon Ponds - last amended in 2009
e. Use of Public Places - last amended in 2009

Chair Macauley suggested tabling Items IV.B.c and IV.B.d, and forwarding them to the LUZO Committee for review. It was noted the water addressed in Items c and d is public drinking water. These ordinances are already in effect.

Mr. Mooers noted that Clerk Woolfolk asked Police Chief Willis to review the Ordinances. Chief Willis reported that all the ordinances in question are still relevant and used regularly.

Ms. Dudman asked about Item IV.B.a, Consumer Fireworks. Approval of fireworks is made through the State Fire Marshal's office. Fire Chief Bender explained the State Fire Marshal contacts the Town, and the Town is directed to make an inspection. The Town's Ordinance states that consumer fireworks are not allowed within the Town.

Regarding Item IV.B.b, Dogs, Ms. Dudman asked whether cleaning up after pets could be added to the ordinance. Manager Lunt said changes in the Ordinance must be approved at Town Meeting.

Paul Slack requested proposed ordinance changes:

- With regard to ice shacks, they can fall into a water body and the Water Company would like the authority to remove one if it becomes such a risk.
- With regard to water withdrawal in Upper Hadlock Pond, the Water Company requests an ordinance allowing them to ban seeding and fertilizing companies from accessing the water and potentially contaminating it.
- With regard to craft on certain water bodies, the Water Company requests a ban on sailboarding, oar boarding, and paddleboarding be added to an ordinance.

Manager Lunt suggested taking these suggestions under advisement for next year's Town Meeting.

Chair Macauley brought up for discussion swimming in Hadlock and Jordan Ponds. Mr. Wood suggested a clear definition of what is considered swimming, as well as the ban of sailboarding, oar boarding, and paddleboarding.

Regarding the use of Public Places, Manager Lunt noted this is a stand-alone ordinance at this time, but perhaps motor vehicle access and other suggestions could be rolled into it.

It was reiterated changes to the Ordinance must be approved at Town Meeting.
MOTION: Ms. Dudman moved, with Mr. Wood seconding, confirmation of the Board's review, and recommendation of the following revisions for Town Meeting review:
IV.B.b. Dogs - last amended in 2009 - revision requiring owners to clean up after their dogs
IV.B.c. Limiting Motor Vehicle Access to Ponds - last amended in 2009 and
IV.B.d. No Swimming Hadlock \& Jordon Ponds - last amended in 2009 revisions as outlined in Water Company Representative Paul Slack's letter. Motion approved 5-0.

Ordinance Reviews - Assessor/Addressing Officer
a. Building and Street Numbering Ordinance

Assessor Avila saw no need to revise the ordinance.
C. Review bids, discuss background, and financing alternatives for improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Articles 19 and 20 of Annual Town Meeting held May 3, 2022
Ms. Dudman stated she is abstaining from discussion and vote of the Item.
Finance Director Wright reported two different types of proposals were requested from lending institutions:

- A two-year bond anticipation note that would pay for the initial cost of the construction and could be refinanced once final costs were established - A 20-year bond term, the maximum the Town can authorize subject to the authority established at Town Meeting.

The most attractive options from these two types are:

- Machias Savings Bank with a $1.99 \%$ offer for the two-year BAN option.
- Bar Harbor Bank \& Trust with a $4.34 \%$ offer for the 20-year Bond option.

Director Wright felt locking into the 20-year option provides insurance against possible extreme rate increases over the next couple years. It will be more expensive within the first two years; however, it can be refinanced when final costs are established if advantageous to do so at that time.

Eaton Peabody Attorney and Bond Counsel Dan Pittman reiterated the 20-year option can be refinanced at any time. The two-year bend BAN option cannot be prepaid or refinanced prior to maturity of the term. Dan mentioned that the BAN would likely be refinanced through the Maine Municipal Bond Bank (MMBB). While MMBB issuances carry lower interest rates, they come with greater restrictions. Such as, an MMBB issuance may not be refinanced. There are certain circumstances where, after ten years, the bank MMBB can refinance such bonds at its own discretion. This
would happen without the Town's involvement. Using the bend-bank MMBB option will save the Town money if they were to close today on a project of this size. But bend banks make their deals twice year. However, issuing with the MMBB is not a currently available option for two reasons: (1) The MMBB only has two funding cycles a year which would make funding unavailable until Fall 2022. (2) There are costly penalties associated with borrowing too much from the MMBB. As such, it is best to wait until a project is substantially complete prior to financing with the MMBB. This means comparing what is available today to what might be available two years from now, which is difficult to do in this rate environment.

Director Wright's recommendation is to go with the 20-year bond option, with plans to consider refinancing at the completion of the projects. Additionally, the same is true for the Somesville project. If all projects are substantially complete and rates are advantageous to do so, they could be refinanced, and save on attorney costs and interest. Despite a higher interest percentage than originally estimated, Director Wright noted that the debt service for the 20-year option was not much higher than the estimate quoted at Town Meeting.

## V. Other Business

A. Such other business as may be legally conducted

There was no Other Business.

## VI. Treasurer's Warrants

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

| Town Invoices | $\mathrm{AP} \# 2268$ | $5 / 27 / 2022$ | $\$ 2,610.34$ |
| :--- | :--- | :--- | ---: |
| Total |  |  | $\mathbf{\$ 2 , 6 1 0 . 3 4}$ |

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

## VII. Public Hearing

A. Public Hearing regarding financing of improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Articles 19 and 20 of Annual Town Meeting held May 3, 2022
MOTION: Ms. Littlefield moved, with Mr. Wood seconding, to open the Public Hearing regarding financing of improvements to Northeast Harbor Fire
Station and Fiber Connection Project as described in Articles 19 and 20 of Annual
Town Meeting held May 3, 2022
Motion approved 5-0.
Chair Macauley opened the Public Hearing.

A member of the public inquired about the amount of money saved with the bondbank route.

Attorney Pittman explained that a rate offered today, compared to what a bond bank would get if they sold it today, would be approximately 75 basis points lower. For a project cost of more than approximately $\$ 500 \mathrm{k}$ it will likely be cheaper on any given day. The issue is that this is not the way the bond-bank operates. If one were to apply to a bond-bank today, the earliest they can sell is November 2022, and priced in midOctober 2022. The fact that bond-bank rates are lower right now is not relevant. Borrowing closer to substantial completion is preferred, because borrowing too much is a serious, expensive issue and difficult to fix. Bar Harbor can offer today 4.34\%, compared to whatever the bond-bank might offer in May of 2024.

There was no further discussion.
MOTION: Ms. Littlefield moved, with Mr. Wood seconding to close the Public Hearing.
Motion approved 5-0.
The Public Hearing closed.

## VIII. Post Public Hearing

A. Consider resolutions authorizing selected financing option for improvements to Northeast Harbor Fire Station and Fiber Connection Project as described in Article 19 and 20 of 2022 Annual Town Meeting.
MOTION: Ms. Littlefield moved, with Mr. Mooers seconding, the Bond Award be made to Bar Harbor Bank and Trust Company in the principal amount of $\$ 5,582,427.00$ at $4.34 \%$ with no pre-payment penalty for a term of 20 years, as recommended by Finance Director Wright.
Motion approved 4-0-1 (Dudman in Abstention).

## IX. Adjournment

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

The Meeting adjourned at 6:35PM.
Respectfully Submitted,

Geoff Wood

## APPOINTMENTS

## RECOGNITIONS

## RESIGNATIONS

## CERTIFICATE OF APPOINTMENT

Municipality of MOUNT DESERT County of HANCOCK State of MAINE
June 6, 2022 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 Committee and Board members within and for the Municipality of Mount Desert for the positions and terms ending June $30^{\text {th }}$ as indicated:

Committee/Board
Board of Assessment Review - 3 Year Term
James Bright
Broadband Committee - 1 Year Term
Francis Baltzell
Robert Bickmore
Peter Cuffari
John Fehlauer
Edward Ganz
Scott McFarland
Kathleen Miller
Wendell Oppewall
Joan Pew

Economic Development Committee - 3 Year Term

Stephanie Kelley Reece
Nancy Kimball Ho

Investment Committee - 1 Year Term
John Brown
Brian Henkel
Philip Litchenstein

LUZO Advisory Group - 1 Year Term
David Ashmore
Charles Bucklin
Katrina Carter
William Ferm
Douglass Gray
William Hanley
Gerard Miller

July 1, 2022-June 30, 2023
July 1, 2022-June 30, 2023

July 1, 2022-June 30, 2024

July 1, 2022-June 30, 2023

## Marine Management/Harbor Committee

- 2 Year Term

James Black
Tom Fernald
William Johnston
Story Litchfield
Donna Reis
Planning Board - 3 Year Term
David Ashmore

## Shellfish Conservation Committee <br> - 2 Year Term

Benjamin Hamor
Earl Moore
Sustainability Committee - 1 Year Term
Gordon Beck
Johannah Blackman
Jesse Hartson
Philip Lichtenstein
John Macauley
Sarah March
Rosemary Matchak
Kathleen Miller
Sydney Roberts Rockefeller
Dennis Shubert
Traffic Committee - 1 Year Term
Jean Fernald
Katherine Fernald
Diane Young
Samuel Coplon
Sydney Roberts-Rockefeller

## Village Center Planning Committee

- 1 Year Term

Kelly Brown
Katrina Carter
Samuel Coplon
Marsha Planting
Samuel Shaw

July 1, 2022-June 30, 2024

July 1, 2022-June 30, 2025

July 1, 2022-June 30, 2024

July 1, 2022-June 30, 2023

July 1, 2022-June 30, 2023

July 1, 2022-June 30, 2023

Warrant Committee - 3 Year Term

Blakeslee Bell
Philip Lichtenstein
Kathleen Miller
Carmen Sanford

## Zoning Board of Appeals - 3 Year Term

Jerome Suminsby
Kevin Walls

Dated: June 6, 2022 at Town of Mount Desert:

## Attest:

Martha T. Dudman

James F. Mooers

Wendy H. Littlefield

John B. Macauley

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 27, 2022
TO: Board of Selectmen
FROM: Claire Woolfolk, Town Clerk
RE: June 14, 2022 State Primary and Special Election

Pursuant to 21-A §501, I request that the Board of Selectmen, by recorded vote, approve the appointment made by the Town Clerk, of Carrie Eason as Warden for the June 14, 2022 State Primary and Special Election.

I also recommend amending the current pay for the Warden to $\$ 20.00 /$ hour as she has had three years of experience, including stepping in to cover election clerk duties as required.

Thank you.

## CONSENT AGENDA

# 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: Beech Hill Cross Road Culvert Replacement - Postponed
Date: June 2, 2022
As you are aware, the Town of Mount Desert was awarded grant funds of $\$ 125,000$ by the DEP to be used for a culvert replacement project to replace two deteriorated metal pipes with a concrete box culvert on the Beech Hill Cross Road. We used $\$ 10,000$ of this amount towards project design costs leaving $\$ 115,000$ of grant funds available. The funding and work will be in conformance with DEP's StreamSmart requirements. The estimated overall construction cost of the project is $\$ 475,000$. DEP's remaining $\$ 115,000$ reduced this to $\$ 360,000$ which we successfully raised at the May 2022 town meeting with the intention to build the project this year. DEP guidelines allow construction in a stream for a project like ours from mid-July through the end of September each year. This schedule avoids fish runs in the streams being worked in.

The contractor we intended to work with to build our culvert replacement project told us on May 24,2022 , that they cannot get the precast concrete box culvert that will replace the deteriorated metal pipes until next year due to supply chain issues. They have placed their order for one to get in line for construction next year. The price on this one has dropped allowing the contractor to hold the other costs associated with the project as originally quoted through next year's construction.

The State of Maine Service Contract we have with DEP shows our contract start date as June 21, 2021, ending on June 21, 2023. When I heard from the contractor about the delay in getting the box culvert, I contacted DEP and asked if the contract could be revised to June 21, 2024, to reflect this delay. I also asked if this delay due to the supply chain reason stated above would jeopardize the funding, we are receiving from the DEP's StreamSmart program. DEP responded to my questions the next day with a revised contract date that now shows a start date as June 21, 2023, ending June 21, 2024, and confirmation that the funding would be available for us next year.

The project requires two permits, one from the DEP and one from the Town through the planning board. The DEP permit is valid for two years from date of issue which covers our construction now proposed for 2023. I attended the planning board meeting on May 25, 2022, to review my
Conditional Use Permit application with them for the project. This was the day after learning of the delivery problem with the box culvert and postponement of construction until next year. This permit is only valid for one year so my application for the permit was tabled until the September 14, 2022, planning board meeting. We are going to do some limited tree removal we had been planning to do anyway for roadway safety reasons in the area of the project. Versant is going to be replacing three existing utility poles with new ones in the project area that will require minimal clearing of trees and brush by their crews.


# 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

I checked with Finance Director Jake Wright about the impact, if any, on the use of our capital gains funds approved for the project at the May 2022 town meeting relative to the one-year delay in construction. He reviewed the article in the 2022 warrant and there is no time restriction on the use of the funds He does not foresee any problems with the year delay and using the funds for 2023 construction. The Town meeting approved the use of the funds for the purposes described in the article and authorized the Selectboard to do whatever is necessary to accomplish the project. If waiting a year to get the required materials is necessary to accomplish the project, Jake feels it is fine for them to exercise their authority for the expenditure of capital gains when they are able to do so to fund the project.

Thank you.
Cc. Claire Woolfolk, Town Clerk

Jake Wright, Finance Director
Kim Keene, CEO
William Hanley, Planning Board Chair

STATE OF MAINE
DEPARTMENT OF LABOR
LAURA A. FORTMAN
BUREAU OF LABOR STANDARDS
WORKPLACE SAFETY AND HEALTH DIVISION
45 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0045

Mr. Durlin Lunt, Town Manager

Town of Mount Desert/Mount Desert Public Works
P.O. Box 248

Northeast Harbor, ME 04662
Inspection \#1576840
Dear Durlin Lunt,
Our office received your request for a discussion regarding penalties imposed following your Safety and Health Enforcement inspection. Within ten (10) business days following your abatement date of 06/06/2022 you must submit the completed abatement certification form(s) to this office. Once we receive your abatement certification, we will contact you to set the time and location for the penalty discussion. If you need an extension of the original abatement date, please send that request in writing to my attention stating specifically which citation(s) need an extension and the reason the citation cannot be corrected within the abatement window. The extension request must be received prior to the abatement date passing.

At the time of the penalty discussion, you will be required to show supporting documentation that the penalized items were corrected.

- If written programs were not complete or out of date, bring a copy of the completed and up to date policy(s) and/or programs.
- If training was not completed or incomplete, training documentation must be presented.
- All records, i.e. respirator fit testing, respirator medical evaluations, bloodborne pathogen vaccination or declination forms which were missing at the time of the inspection shall be submitted for verification.


## At the time of the discussion, penalized violations that do not have complete verification of correction will not be recommended for a possible reduction.

This penalty discussion does not guarantee that any penalties assessed will be reduced. The Director of the Bureau of Labor Standards has the authority to determine the "Final Order" and at his/her discretion based on a variety of factors, including severity of the citation/hazard, past history, completion of corrections, employer/management commitment etc.

If you have any questions or need assistance, please contact the Bureau of Labor Standards at (207) 623-7915.

Sincerely,


Workplace Safety and Health Division
SLG/jm

State of Maine
DEPARTMENT OF TRANSPORTATION

## REGION 4

219 Hogan Road
BANGOR, MAINE 04401-5603
Janet T. Mills
Bruce A. Van Note governor

May 17, 2022
Durlin E. Lunt Jr, Town Manager
21 Sea St.
P.O. Box 248

Northeast Harbor, ME 04662
Subject: Region 4 ADA Improvements
State Project Number: 24807.00
Various Locations Statewide

## Dear Mr. Lunt:

The Maine Department of Transportation is currently working on estimating a project to reconstruct various curb ramps on Route 102 in the Town of Mount Desert that were impacted by 2019 LCP Projects. The subject project will be advertised for competitive bids in June of 2022. Construction will occur during the summer months; exact start and completion dates will be forwarded once a schedule from the Contractor has been reviewed and approved.

The project is further described as follows:
Reconstruct various curb ramp openings to meet current ADA requirements located on Rt. 102.
The purpose of this letter is to make the necessary notifications of the project to abutters, municipal officials and occupants of the highway under the provisions of 23 M.R.S.A. § 3351 . We hereby request that you provide a copy of this notice to all municipal officials, employees and boards with responsibilities for utility and/or land-use planning/permitting, and that you post this letter on any municipal public bulletin boards, media outlets and/or municipal websites as public meeting will not be held regarding this project unless specifically requested by the municipality.

The Department would like to know if there are any events or known traffic generators that would impact this project. Should you have any questions, concerns or other areas of interest, we would appreciate your comments and input. Please feel free to contact me at (207)-941-4754 with any questions or concerns.

Sincerely,

Randall Barrows
Senior Project Manager
MaineDOT, Bureau of Project Development
Highway Program, Region 4

THE MAINE DEPARTMENT OF TRANSPORTATION IS AN AFFIRMATIVEACTION - EQUAL OPPORTUNITY EMPLOYER

## BYPASS NOTICE - Municipal Waste (Residential)

FROM: Sent on behalf of Coastal Resources of Maine LLC
To: Waste Management, PERC, NEWSME, MRC, Maine DEP
DATE: May 25, 2022

## DESCRIPTION OF WASTE:

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

## BYPASS PERIOD

FROM: June 1, 2022
TO: June 30, 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 <br> Bangor <br> Bar Harbor |
| :--- | :--- | :--- |
| Isle, Frenchboro, SW Harbor, |  |  |
| Blue Hill/Surry | Dixmont | Mount Desert) |
| Bradley | Dover - Foxcroft |  |
| Brewer | Eddington | Northern Katahdin SW |
| Brownille | Franklin | Orono |
| Bucksport | Hampden | Otis |
| Burlington/Lowell | Holden | Pleasant River SWD |
| Carmel | Hudson | Sherman |
| Castine | Lee | Sorrento |
| Central Penobscot | Levant | Springfield |
| Cherryfield | Mariaville | Steuben |
| Chester | Mattawamkeag | Sullivan |
| Clifton | Millinocket | Swan's Island |
|  | Milo | Union River |
|  | MDI/ EMR communities | Verona Island |

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

## UNFINISHED BUSINESS

Town of Mount Desert
John B. Macauley Chair Selectboard
21 Sea Street, P.O. Box 248
Northeast Harbor, ME 04662-0248
Telephone 207-276-5531 Fax 207-276-3232
Web Address www.mtdesert.org manager@mtdesert.org

Senator Angus S. King, Jr.
133 Hart Senate Office Building
Washington DC 20515

## Dear Senator King

The Town of Mount Desert is undertaking a community-based water quality study in the Inner Harbor of the village of Otter Creek through the "Thriving Earth Exchange", a non-profit organization that connects communities with scientists and supports them as they work to tackle local challenges. I have attached information about our project and the "Thriving Earth Exchange". Partners in our project include the Town of Mount Desert Sustainability Committee, College of the Atlantic, Marine Ecology Schoodic Institute, and Acadia National Park.

A common concern amongst the parties involved in this project is the perceived lack of adequate tidal flushing of the Inner Harbor of Otter Creek due to the design of the current Acadia National Park causeway on the Park Loop Road. This causeway bisects Otter Creek Harbor. You will note from the attached drawing of the causeway that there are three small archways that were originally intended to utilize flashing boards designed to hold water in the inner harbor. I have also attached a photograph of a wooden trestle style structure that preceded the current structure. There were several of these trestle bridges erected between the 1880's and 1930's. Although they provided strong tidal flow to the inner harbor, they proved vulnerable to storm damage.

The current causeway was designed by Frederick Law Olmstead Jr. and was erected in 1938 by the Bureau of Public Roads. It was designed to dam tidal water for a natural swimming pool warmed by the sun. It is highly unlikely that such a structure would be allowed to be built today due to very strong environmental regulations designed to protect natural resources such as Otter Creek Harbor.

The Town of Mount Desert requests that you contact Interior Secretary Deb Haaland expressing our concerns about the causeway. We further request that the Interior Department work with the Towns of Mount Desert and Bar Harbor to address the flushing problem either through structural design modifications, or replacement of the current structure.

Sincerely,

John B. MacAuley, Selectboard Chair $\qquad$

Wendy Littlefield, Selectboard Vice Chair $\qquad$

Geoff Wood Selectboard Secretary $\qquad$

Martha Dudman, Selectboard Member $\qquad$
Frederick Mooers, Selectboard Member $\qquad$

### 3.4 Permitted, Conditional, and Excluded Uses by District:

All land use activities, as indicated in the following table, shall conform with all of the applicable land use standards in Sections 6.A., 6.B., and 6.C. The district designation for a particular site shall be determined from the Official Land Use Zoning map.

P Use allowed without a permit (but the use must comply with all applicable land use standards
C Use allowed with conditional use approval from the Planning Board Use allowed with conditional use approval from the Planning Board, except where the code enforcement officer may authorize minor changes in the placement and size of improvements for an approved conditional use permit
$X \quad$ Use is prohibited
CEO Use allowed with a permit from the code enforcement officer
Section 3.4 Permitted, Conditional, and Excluded Uses by District

| DISTRICTS: |  |  | SR 1 |  |  |  |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LAND USE: | VR1 | R1 | SR 2 |  |  |  |  |  |  |  |
| SR 3 | RW 2 | VC | SC | C | RP | SP | VR3 |  |  |  |
|  | VR2 | R2 | SR 5 | RW |  |  |  |  |  |  |
| Restaurant | X | X | X | C | C | X | X | X | X | $\mathrm{C}^{12}$ |

RESTAURANT: A business principally engaged in serving prepared foods and drinks to the public, including businesses serving groups, either on or off the premises.

## SECTION 5 CONDITIONAL USE APPROVAL

### 5.1 General requirement

No person may establish or expand a conditional use without first obtaining Conditional Use Approval of the Planning Board in accordance with the procedure described in this section. The granting of Conditional Use Approval shall in no way relieve any such person from the obligation to obtain a Town building permit and such other permits and approvals as may be required by local ordinances and state and federal laws.

EXPANSION OF A USE: The additional use of more footprint of a structure, land or water area devoted to a particular use; additional one or more weeks of the use's operating season; or additional business hours of operation.

USE: The purpose for which land or a structure is arranged, designed, or intended, or for which land or a structure is or may be occupied.

STRUCTURE: Anything temporarily or permanently located, built, constructed, or erected, for the support, shelter or enclosure of persons, animals, goods or property of any kind or anything constructed or erected on, above, or below the surface of the land, or water. The term includes structures temporarily or permanently located, including a porches, decks, or patios. The term structure shall not include flagpoles, church steeples, fences, poles customarily used for the transmission of electricity, television antennas, mailboxes, radio antennas, driveways, roads, subsurface wastewater disposal systems and wells. Signposts, as referenced in the "Ordinance

Regulating the Building and Street Numbering in the Town of Mount Desert", shall not be included as structures.
A. Permanent: A building or structure that is intended to remain in place for a period of more than 180 days in any consecutive 12-month period.
B. Temporary: A building or structure not meeting the definition of permanent.

## 6B. 16 Sign Regulations

1. Definition. Any outdoor sign, display, device, figure, painting, drawing, message, placard, poster, billboard, or other figure which is designed, intended, or used to advertise or inform. A sign with a double signboard or display area shall be construed to be one sign for the purpose of this Ordinance.

## 3. Signs Prohibited:

1. Off-premise signs. Signs relating to goods or services not sold or rendered on the premises are not permitted, except for those permitted under Subsection 4.
2. Signs Permitted: Temporary Signs:
3. Events. Signs of a temporary, nature, such as political posters, advertisements of special events and functions, notices of meetings, and other signs of a similar nature, are permitted for a period not to exceed thirty (30) days (except banners) and shall be removed by the party erecting the sign.
4. Banners. Banners for special events and functions are permitted for a period of fourteen (14) days.
5. Real estate. A real estate sign up to nine (9) square feet in area (attached to a building or free standing) may be erected advertising the sale, lease, or rental of the premises upon which the sign is located. All signs shall be removed by the owner or agent when the property is sold or leased.
6. Agriculture. Agricultural signs may be erected during the period May 15 through November 1, by growers of fresh fruit and vegetable crops, when such crops are offered for sale on the premises where grown or sold; such signs shall advertise only those fruits and vegetables immediately available. Signs shall not exceed eight (8) square feet in size; must be located within five (5) miles of the farm stand; shall be permitted only during the day crops are offered for sale. Signs must be erected on private property with the landowner's written consent.
7. Construction. One sign up to nine (9) square feet in area identifying a current construction project may be erected.
8. General Safety Standards. No sign, whether new or existing, shall hereafter be permitted that causes a sight, traffic, health, or welfare hazard, or results in a nuisance, due to illumination, placement, display, or manner of construction.
9. Projecting signs. No sign shall project over a public right-of-way, but this restriction does not apply to signs over sidewalks.

Signs erected after March 1, 1992, shall provide a minimum of ten (10) feet six (6) inches clearance over sidewalks and a minimum of fourteen (14) feet clearance over roads and rights-of-way.

## 7. Restrictions and Limitations on Signs

1. Permit required. No permanent sign in excess of two (2) square feet shall be erected within the Town of Mount Desert without first acquiring a building permit from the Code Enforcement Officer.

# Sale of Food and Merchandise Ordinance of the Town of Mount Desert 

Enacted May 5, 2015

Amended May 2, 2017
Amended May 7, 2019

## Article III - Requirements

With the exceptions noted in Article IV below, any person or persons conducting or causing to be conducted any business within the Town of Mount Desert, which offers for sale either at retail or wholesale items of food or merchandise shall conform to the standards outlined below:

1. All sales must be conducted within a structure permanently attached to the land on which it is located;
2. In the case of food sales, an area and/or means of consuming food on the premises must be provided.

With the exceptions noted in Article IV below, it shall be unlawful for any person or persons, conducting or causing to be conducted, any business within the Town of Mount Desert, to offer for sale, either at retail or wholesale, any merchandise in such a manner as to require or permit said sales to be made to persons who are using public property, public streets, sidewalks or other public ways while in the act of purchasing said merchandise. I am unclear whether this means a merchant can display merchandise, as the sale transaction takes place inside a building.

## Article IV - Exceptions

Sec. 1. The provisions of this Ordinance shall not be construed so as to apply to businesses which are in the nature of grocery stores, markets, or bakeries.

Sec. 2. The provision of this Ordinance shall not apply to sales conducted by eleemosynary, educational, and philanthropic organizations with the written permission of the Board of Selectmen of Mount Desert, which permission shall be given by said Board upon finding that:

1. the organization conducting the sales is in fact eleemosynary, educational or philanthropic;
2. the sale will be of a temporary nature lasting not more than two (2) days;
3. the sale will not be conducted in such a manner and/or place as to create congestion of the public streets, sidewalks, or other public ways; and
4. said sale would not be in violation of any State statute, or other local ordinance, rule, or regulation.

Sec. 3. The provisions of this Ordinance shall not apply to businesses which were in operation on or before March 3, 1986, and which were conducted from a structure or structures which were and are permanently attached to the land on which they were and are located and not of a movable or portable nature. Further, this exception shall not apply to said businesses if at any time they cease to be in operation for a period of thirty (30) continuous days in any two (2) year period; and with respect to businesses which are operated on a seasonal basis, this exception shall not apply if at any time said businesses cease to be in operation for a period of thirty (30) continuous days in any one season.

NEW BUSINESS

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 19, 2022

## MEMO

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Seal Harbor Pier ladder replacement

I am asking for authorization to pay for the construction and installation of a Seal Harbor Pier ladder by Alvah B. Barge Service Inc. for $\$ 3,289.00$. The Seal Harbor Docks CIP 641020024600 has a balance of $\$ 86,346.81$. This will extend the Piers usability and is a necessary upgrade of the Seal Harbor Pier.

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 31, 2022

## MEMO

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Marina Winter Dockage Rates

At the May 10th Harbor Committee meeting they voted to increase the winter rates. The new rates would start on October $1^{\text {st }}$ for the 2022/2023 winter season. This was done to keep us inline with the other marinas in our area. I am asking that you approve this rate change for the 2022/2023 season. Please see attached rate schedule and proposed rate schedule. I will be available if you have any questions.

John Lemoine
Harbormaster

## NORTHEAST HARBOR MARINA

## WINTER RATES

2021/2022

DAILY DOCKAGE RATES
$0^{\prime}-45^{\prime}$
OVER 45'

MONTHLY DOCKAGE RATES

ALL BOATS
(PER NIGHT)
0'-49'
$50^{\prime}+$
(PER MONTH)
( PER MONTH)

ELECTRICITY FOR BLOCK HEATERS

ALL BOATS
(PER MONTH)
\$150.00 per block heater
\$150.00 per block heater

## DRY STORAGE RATES

BOATS

FLOATS
$\$ 9.00 / F T$
\$.90/SQ FT
\$18.00/FT
\$1.80/SQ FT

## NORTHEAST HARBOR MARINA

## WINTER RATES

2022/2023

DAILY DOCKAGE RATES

0'- $45^{\prime}$
OVER 45'
MONTHLY DOCKAGE RATES
$0^{\prime}-45^{\prime}$
46'-65'
OVER 65'

RENTAL MOORING RATES
$\begin{array}{ll}\text { ALL BOATS } & \text { (PER NIGHT) } \\ \text { 0'- 49' } & \text { (PER MONTH) } \\ & \\ \text { ELECTRICITY FOR BLOCK HEATERS }\end{array}$
ALL BOATS
(PER MONTH)
\$175.00 per block heater
\$175.00 per block heater

## DRY STORAGE RATES

FLOATS
\$10.00/FT
\$1.00/SQ FT
\$20.00/FT
\$2.00/SQ FT

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

June 2, 2022

## MEMO

To: Durlin Lunt-Town Manager, Board of Selectmen
From: John Lemoine-Harbormaster
Ref: Rate of pay Ethan Leonard

In my memo dated April 6, 2022, Ethan Leonard was approved for the 2022 summer season at $\$ 16.00$ per hour. I would like to amend that to $\$ 17.00$ as I forgot to update his rate from last year. I will be available for questions.

John Lemoine
Harbormaster

BAR HARBOR \& MOUNT DESERT
POLICE DEPARTMENTS
James K. Willis, Chief of Police
jwillis@mdpolice.org

BHPD
MDPD
37 Firefly Lane
Bar Harbor, Maine 04609
21 Sea Street, PO Box 248
NE Harbor, ME 04662
Tel: 207-288-3391
Tel: 207-276-5111

## MEMORANDUM

To: Durlin Lunt, Town Manager
From: James Willis, Police Chief
Date: June 2, 2022
RE: Property Disposition Services

For many years, the Police Department has managed abandoned property that has accumulated either through found property and evidence from investigative cases that have been adjudicated. This property has been managed utilizing Police Department staff as well as department storage space. Our staff have coordinated auctions to dispose of much of the property which has proven to be very involved.

We have learned of a service called PropertyRoom.com which provides property disposition services that we would like to utilize for disposal of found and evidence property. Other Police Departments in Maine and the United States use the service and report good results with reduced staff time and less long term storage.

Can you please place this item on the next Board of Selectman's meeting where I will ask for authorization to enter into an agreement to utilize PropertyRoom.com for our abandoned property disposition services?

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and
("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and
Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.
Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. Items Requiring Services. Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. Title to Assets. Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

## 3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written
notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

## 4. Payment for Services

a. Fees. Fees for Contractor Services appear in signed addendums to this Agreement.
b. Remittance of Proceeds. Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than $\$ 250$ until such time as the amount owed Owner equals or exceeds $\$ 250$.
c. Invoices. If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
(1) Invoice Owner for Services, net of Proceeds collected, or
(2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
d. Reporting. Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. Contractor Obligations. Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of
clickable links on Owner website(s) to websites used by Contractor for Asset sales.

## 6. Asset Lists

a. Manifest \& Asset Lists. Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
b. Excluded Assets. Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.
7. Salability of Assets.
a. Owner states Assets subject to Services are legally available for sale to the general public; and
b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.
8. Books and Records. Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.
9. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.
10. Notices. Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided
acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.
11. Interpretation. Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.
12. Governing Law. The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.
13. Further Assurances. Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.
14. Relationship of the Parties. No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.
15. Force Majeure. Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources
will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.


## OWNER INFORMATION \& AGREEMENT OPTIONS SELECTED

| Owner Name: | Account \#: |
| :---: | :---: |
| Street Address: | Cooperative Purchasing Agreement? <br> Sourcewell $\square$ <br> Other (Please specify) $\qquad$ <br> Member \#: $\qquad$ |
| City, State/Province, Postal Code, Country: | Resolution of Unpaid Monthly Service Fees: <br> Balance carry-over $\square$ Monthly Invoice $\square$ |
| Telephone: | Fax: |
| Primary Contact: <br> Name $\qquad$ <br> Work $\qquad$ <br> Mobile $\qquad$ <br> Email $\qquad$ | Secondary Contact: <br> Name $\qquad$ <br> Work $\qquad$ <br> Mobile $\qquad$ <br> Email $\qquad$ |

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated $\qquad$ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.

## 2. Definitions.

a. Winning Bid. "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping \& handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
b. Sales Price. "Sales Price" equals the Winning Bid plus shipping \& handling, shipping insurance and sales tax paid by a Buyer.
c. Payment Processing Costs. Payment processing costs equal $3 \%$ of Sales Price ("PP Costs").
d. Success Fee. For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
e. Buyer Premiums. Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. Services Offered. Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
a. Portables Auction Service ("Portables"). Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
(1) Non-bicycle Asset Success Fee. For non-bicycle assets, Success Fee equals $50 \%$ for the first $\$ 1,000$ of a Winning Bid amount and $25 \%$ of Winning Bid amount, if any, over \$1,000.
(2) Bicycle Asset Success Fee. For bicycle assets, Success Fee equals $85 \%$ of the Winning Bid.
(3) Net Proceeds. For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
(4) Fuel Surcharge. If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

| Retail Diesel (per gal) |  |
| :---: | :---: | Fuel Surcharge

* Table continues at same rate of $\$ 12.40$ increments per $\$ 0.50$ per gal change in Retail Diesel.
(5) Shipping Fee. If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
b. Firearms Auction Service. This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.
Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.
(1) Success Fee. For Firearm Assets, Success Fee equals $50 \%$ for the first $\$ 1,000$ of a Winning Bid amount and $25 \%$ of Winning Bid amount, if any, over $\$ 1,000$.
(2) Net Proceeds. For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
c. In Place Auction Service ("In Place"). Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
(1) Success Fee. For each In Place Asset, Success Fee equals 2.5\% of Winning Bid.
(2) Net Proceeds. For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
d. Haul Away Auction Service ("Haul Away"). Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
(1) Success Fee. For each Haul Away Asset, Success Fee equals 12.5\% of Winning Bid.
(2) Tow \& Miscellaneous Fees. Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow \& Miscellaneous Fee Schedule"). The Tow \& Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service - Tow and Miscellaneous Fee Schedule

| Fee Type | Fee Description | Rate Description | Rate Per Asset |
| :---: | :---: | :---: | :---: |
| Light Tow | Light duty vehicles up to 11,000 GVWR | Per vehicle towed | First 30 miles free. $\$ 10$ for every 10 miles over the 1st 30 free miles |
| Medium Tow | Medium duty vehicles 11,001 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.) | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| Heavy Tow | Heavy duty vehicles 33,001+ GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| Re-list / Re-run | Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction | Per re-list of asset on $4^{\text {th }}$ or subsequent attempt | \$35 / re-list |
| Storage - light \& medium duty | Storage for assets stored for any reason other than awaiting auction | Per day over 30 days after pickup date | \$3 / day |
| Storage - heavy duty | Storage for assets stored for any reason other than awaiting auction | Per day over 30 days after pickup date | \$5 / day |
| De-identification | De-identifying assets | Charged in 15 minute increments for the labor to de-identify | \$20 / quarter hour |
| Decal Removal | Removal of a decal | Charged in 15 minute increments for the labor to perform decal removal | \$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles) |

(3) Net Proceeds. For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow \& Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
e. Impound Storage \& Auction Service ("Impound"). Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors
("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
(1) Success Fee. For each Impound Asset sold at auction, Success Fee equals $12.5 \%$ of the Winning Bid.
(2) Tow \& Miscellaneous Fees. Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow \& Miscellaneous Fee Schedule"). The Tow \& Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
(3) Storage Fees. Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage \& Auction Service - Tow and Miscellaneous Fee Schedule

| Fee Type | Fee Description | Rate Description | Rate Per Asset |
| :---: | :---: | :---: | :---: |
| Light Tow | Light duty vehicles up to 11,000 GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| Medium Tow | Medium duty vehicles 11,001 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.) | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| Heavy Tow | Heavy duty vehicles 33,001+ GVWR | Per vehicle towed | Billed at cost by subcontractor - see standard schedule |
| Re-list / Re-run | Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction | Per re-list of asset on $4^{\text {th }}$ or subsequent attempt | \$35 / re-list |
| Owner Storage Fees | Daily storage for assets stored and awaiting auction | Per day | \$8/day |
| Citizen Storage Fees | Daily storage for release vehicles | Per day | \$15 / day |
| De-identification | De-identifying assets | Charged in 15 minute increments for the labor to de-identify | \$20 / quarter hour |
| Decal Removal | Removal of a decal | Charged in 15 minute increments for the labor to perform decal removal | \$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles) |

(4) Net Proceeds. For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow \& Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. Modifications. Contractor may, from time to time, modify Standard Fees \& Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

|  | OWNER |
| :--- | :--- |
| Signature |  |
| Name |  |
| Title |  |
| Date |  |

## CONTRACTOR

Signature $\qquad$
Name
Title
Date

After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. Check payable to information and the address where checks are to be mailed.

|  |
| :--- |
|  |
|  |

2. Main pick-up location for assets. (If more than one location, please specify)
$\square$
3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.
$\qquad$
4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.

|  |
| :--- |
|  |
|  |

5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.
$\square$
6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.

|  |  |
| :--- | :--- |
|  |  |

7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.
$\qquad$

BAR HARBOR \& MOUNT DESERT POLICE DEPARTMENTS
James K. Willis, Chief of Police
jwillis@mdpolice.org

BHPD
37 Firefly Lane
Bar Harbor, Maine 04609
Tel: 207-288-3391

MDPD
21 Sea Street, PO Box 248
NE Harbor, ME 04662
Tel: 207-276-5111

## MEMORANDUM

To: Durlin Lunt, Town Manager
From: James Willis, Police Chief
Date: May 26, 2022
RE: Dispatch Staffing

We've had a dispatch vacancy at Mount Desert PD since early March, 2022, when one of our full time Dispatchers was promoted to Full Time Patrol. We have been advertising this vacancy since early February and have hired two different individuals for the position, one who worked two weeks and resigned, the other who withdrew her employment offer prior to beginning at the position.

We have continued to advertise and have exhausted our efforts to fill this vacancy. We've utilized current patrol and dispatch staff to fill open shifts resulting in increased overtime costs, and staff fatigue. That staffing model is not sustainable.

If we continue to experience difficulty filling this vacancy, we'll be forced to close overnight dispatch from 11:00 pm to 7:00 am 7 days/week at Mount Desert PD and provide overnight coverage through Bar Harbor dispatch.

To prepare, we plan to increase security in our lobby area, install a phone in the MDPD lobby for any walk-in traffic to make direct calls to BH dispatch and are working with our phone system provider to determine the best way to forward our lines from 11:00PM-7:00AM. This plan ensures continued normal staffing for patrol in Mount Desert 24 hours/day, 7 days/week with an officer stationed at the Mount Desert PD.


# Town of Mount Desert 

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

Telephone 207-276-5531 Fax 207-276-3232
Web Address www.mtdesert.org
financedirector@mtdesert.org

Greetings,

I recommend that the Selectboard authorize entering into an account agreement with Bar Harbor Bank \& Trust to open a new bank account to house capital projects bond proceeds with myself and Durlin Lunt as signers on the account. The primary purposes of opening such an account will be to:

- Segregate and improve presentation of funds held for restricted use
- Simplify reviewing and ensuring arbitrage compliance requirements

This account will be used to house capital project bond proceeds beginning with monies received for the NEH Fire Station Improvements and Fiber Project as the amount of the bond carries with it heightened arbitrage compliance requirements. Additional bond proceeds may be moved into this account after discussion with the Town's auditor regarding presentation of said funds in the financial statements.

Thank you,

## Jake Wright

Finance Director


## 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.mtdesert.org

June 6, 2022
Melanie Bowden
Bar Harbor Trust Services
P.O. Box 1100

Ellsworth, ME 04605

Melanie,

Provided below is an update regarding the individuals at the Town of Mount Desert who have authority to conduct business with Bar Harbor Trust Services account ending 7900A on behalf of the Town of Mount Desert.

Those who have authority to conduct business for the Town of Mount Desert are:

## Durlin Lunt Jr.

Town Manager
(207)276-5531 x 114
manager@mtdesert.org

## Jake Wright

Finance Director / Treasurer
(207)276-5531 x 115

Financedirector@mtdesert.org

We have no-one authorized with inquiry authority only.

Authorized by the present officers of the Corporation at the Selectboard meeting held on June 6, 2022 with a quorum present and voting as follows:

| Name | Title |
| :---: | :---: |
| John B Macauley | Chair |
| Wendy Littlefield | Vice Chair |
| Geoff Wood | Secretary |
| Martha Dudman | Selectboard member |
| Rick Mooers | Selectboard member |

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Corporation this $6^{\text {th }}$ day of June, 2022.

Town Clerk

## TREASURER'S

## WARRANTS

Description \# Date Amount
A. Warrants to be Approved and Signed:

Town Invoices
AP\#2271 06/07/22 192,311.30

| $\$ \quad 192,311.30$ |
| :--- |

B. Authorized Warrants to be Signed: (Wendy needs to abstain)
(Prior Electronic or Manual Authorization )
Town State Fees \& P/R Benefits

| AP\#2267 | $05 / 18 / 22$ | $\$$ | $13,658.04$ |
| :--- | :--- | :--- | :--- |
| AP\#2269 | $05 / 25 / 22$ | $\$$ | $86,182.84$ |

Town Payroll
PR\#2228 05/27/22 \$ 130,023.98
\$ 229,864.86
C. Warrants to be Acknowledged:

School Invoices
$\# 15 \quad 6 / 1 / 22 \quad \$ \quad 76,069.36$

## School Payroll

\#24 05/27/22 \$ 176,136.18
\$ 252,205.54

TOTAL WARRANTS FOR BOS MEETING
\$ 674,381.70
TOWN OF MOUNT DESERT
accounts PAyable warrant
WARRANT AP\# 2271
CHECK DATE:


June 7, 2022
TOTAL DISBURSEMENTS: $\$ 192,311.30$
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.


| John B Macauley, Chairman |
| :--- |
| Wendy H Littlefield, Vice Chairman |

James F Mooers


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Town of Mount Desert
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## INVOICE

Town of Mount Desert
A／P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg－BH General Fund 8066

CASH ACCOUNT DATE
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6905lyou

| 06／03／2022 09：52 |  |
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ELECTRICITY
$050922 \quad 05 / 09 / 2022$
Joy Road Pool electricity
MD ELEMENTARY SCHOOL
MD ELEMENTARY SCHOOL
$050922 \quad 04 / 08 / 2022$

$$
\text { AP } 2271
$$

AP2271

צ্র:

050422 04／04／2022
marina power 4／4－5／5／22
$\begin{array}{cccc}10003320-2 & 050422 \quad 05 / 04 / 2022 \\ \text { marina power 4／4－5／4／22 } \\ 1,672.026010100 ~ 55010 & \text { ELECTRICITY }\end{array}$
$229306 / 07 / 2022$ EFT $\quad 1553$ ULINE，INC
Invoice： 148403869
て

## $1,467.751440330 \quad 55100 \quad 4304 \quad$ Repairs to E4 primer $\quad$ VEHICLE REPAIR－06

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\begin{aligned}
& 40 \text { HARBOR DRIVE UNIT CHARGER BJ } \\
& \text { ELECTRICITY-EVSE CHG STA }
\end{aligned}
$$

$$
\begin{array}{ll}
050322 & 05 / 03 / 2022 \\
917 & \text { KWH SH Library }
\end{array}
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$050322 \quad 05 / 03 / 2022 \quad$ AP2271 OTOSG OOOESST LZ•6E
ع－96TSDSOT

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0LOGS 00T0T09 てZ•TE9＾T 10057323－3 T－TDELSOOT
OLOSG O

00て6S 00T066T 0ع•8T 10057328－4
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\begin{aligned}
& 050422 \quad 05 / 04 / 2022 \\
& \text { marina power 4/4-5/4/22 }
\end{aligned}
$$ $05 / 02 / 2022$

OFFICE CHAIRS BJ CHECK
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Invoice：10057323－3 $050422^{\text {VERSANT POWER }}$
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Invoice：10057339－7 050322
Invoice：10003320－2 050422
 S－9TE8GG0T $46.12 \quad 6010100 \quad 55010$

## AP 2271

$05042205 / 04 / 2022$
yachtsmen power 4／4－5／4／22
ELECTRICITY
$\begin{gathered}050322 \quad 05 / 03 / 2022 \\ 5080 \text { KWH Otter Creek PS Electric-EM } \\ \text { ELECTRICITY }\end{gathered}$
L-6EELSOOT

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\begin{aligned}
& \begin{array}{r}
\text { LED STREET LIGHTS BJ } \\
\text { STREET LIGHTS-LED }
\end{array}
\end{aligned}
$$

$\begin{array}{lr}\text { P } & 6 \\ \text { apcshdsb }\end{array}$
WARRANT NET
0
0
INVOICE DTL DESC

Town of Mount Desert
A／P CASH DISBURSEMENT A／P CASH DISBURSEMENTS JOURNAL
INVOICE

CASH ACCOUNT： 100

## 06／03／2022 09：52 6905lyou

CHECK NO CHK DATE

VERSANT POWER
Invoice：10057329－6 050522


પ્HMOd INZSY＇ష $\Lambda$

पGMOd LNZSY＇H
Invoice：10057340－9 $042722^{\text {VERSANT POWER }}$

प्र＇HMOd LN甘Sצ્HA ZZLTGO L－øচعLGOOT ：əoṭOAUI

પ્GMOd INZSY＇H
Invoice：10057349－8 051722 VERSANT POWER
ZZLTGO চーLもELGOOT ：əDṬOAUI
Invoice：10057349－8 051722

Invoice：10057322－1 050622
Invoice：10057337－3 $050422^{\text {VERSANT POWER }}$
Invoice：10057322－1

Invoice：10057340－9 042722
Invoice：10057346－2
Invoice： $10057347-4$
Invoice：10057349－8 $051722^{\text {VERSANT POWER }}$
Invoice： $10057347-4051722$
Invoice： $10057349-8051722^{\text {VERSANT POWER }}$


WARRANT NET
$3,289.00641020024600 \quad$ Seal ladder
M SH Capital Reserve
CHECK 316939 TOTAL: 6939 TOTAL:

## AP 2271 AP 2271 <br> AP 2271 AP 2271

 CHECK $139.991552000 \quad 55400 \quad$ TIRE FOR ZERO TURN BJ 4438 Tractor Supply 05/09/2022 $59.98155010055400 \quad$ LED LIGN REPAIRS \& MAINT 6397 TRACTOR SUPPLY 05/12/2022 $83.981550100 \quad 55400 \quad$ TIRES BJ $\quad$ GEN REPAIRS \& MAINT AP 2271 AP2271$05 / 2022$

AP2271 earms

5567 TST*GOVERNOR'S 04/23/2022 AP2271 MEAL ALLOWANCE
 $26.981440110 \quad 54140 \quad$ Ruby Tuesday meal -
 3997 TST* GOVERNOR'S04/22/2022 AP2271 $13.48144011054140 \quad$ Governor's meal - Edgecomb Firearms
 266.25 $1440110 \quad 53800 \quad$ LL Bean Shirts - Mitchell/Cake

AP 2271



## INVOICE

$\left.\right|_{\text {A/P }} ^{\text {Thewn }}$ CASH Mount Desert
TYPE 10100
VENDOR NAME Ckg-BH General Fund 8066
06/03/2022 09:52
69051you
CASH ACCOUNT: 100
CHECK NO CHK DATE
7.63
14.98
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INV DATE PO WARRANT
INVOICE DTL DESC

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277.44
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696 TOTAL:
AP2271
AP 2271
AP2271
AP 2271
AP2271
AP 2271
316966 TOTAL:
AP2271
AP 2271
$05 / 02 / 2022$
FLAPWHEELS BJ
GEN REPAIRS \& MAINT
05/05/2022
BOLTS, NUTS BJ
GEN REPAIRS \& MAINT
05/17/2022
SHOP SUPPLIE BJ
GEN REPAIRS \& MAINT
O5/11/2022
CLAMPS BJ
GEN REPAIRS \& MAINT
CHECK CABLE BJ $\quad 03 / 10 / 2022$
GEN REPAIRS \& MAINT
05/26/2022
DUMPSTER BJ
DUMPSTERS


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57.50 \quad 1550100 \quad 53000
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26.10 \quad 6010100 \quad 53000
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| INV DATE PO WARRANT |  |  |
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| INVOICE DTL DESC |  |  |

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& \text { AP2271 } \\
& \text { AP2271 }
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\text { WATER BJ } & \\
\text { OFFICE SUPPLIES } & \text { AP } 2271 \\
04 / 30 / 2022 & \\
\text { spring water } & \\
\text { OFFICE SUPPLIES } & \text { AP } 2271 \\
04 / 30 / 2022 & \\
\text { Water for NEH Maint } \\
\text { OFFICE SUPPLIES } \\
\text { CHECK } & 316973 \text { TOTAL: }
\end{array}
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6973 TOTAL：
05／11／2022 AP2271
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AP 2271
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AP 2271 AP 2271
Town of Mount Desert
A／P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg－BH General Fund 8066

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6544 \quad 0422
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$33.80 \quad 1550552 \quad 53000$
$\begin{array}{rr} & 537956 \\ 133.13 \quad 1550100 \quad 55400\end{array}$

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SEAL BJ
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GEN REPAIRS \＆MAINT
05／23／2022
BLADES BJ
GEN REPAIRS \＆MAINT
GEN REPAIRS \＆MAINT
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GEN REPAI $05 / 27 / 2022$
RAZOR BJ
GEN REPAIRS \＆MAINT GEN REPAIRS \＆MAINT $05 / 27 / 2022$
HOSE AND FITTINS BJ
GEN REPAIRS \＆MA
 HOSE AND FITTING $72.691550100 \quad 55400 \quad$ HOSE AND FITTING BJ


## 06／03／2022 09：52 69051you

CASH ACCOUNT： 100 CHECK NO CHK DATE
$31697306 / 07 / 2022$ PRTD
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Invoice： 95140422
Invoice： 542259 চعโعぁG $22.251550100 \quad 55400$ 88عとぁG $35.38 \quad 1550100 \quad 55400$ L89とも与 $86.00 \quad 1550100 \quad 53710$ 543726
$258.50 \quad 1550100 \quad 55400$ E9EGもG
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& \text { TYPE VENDOR NAME Ckg-BH General Fund } 8066
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547 ODP BUSINESS SOLUTIONS LLC 239881133001 04／28／2022 CHAIR BJ
OFFICE SUPPLIES
$05 / 11 / 2022$ KEYBOARD MOUSE BJ
OFFICE SUPPLIES


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| INVOICE DTL DESC |  |  |  |


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509.04
509.04
275.00
275.00
250.00
250.00
$2,411.77$


## 06/03/2022 09:52 6905lyou

CASH ACCOUNT : 100
CHECK NO CHK DATE

## INVOICE

Town of Mount Desert
A/P CASH DISBURSEMENTS JOURNAL
10100
TYPE VENDOR NAME Ckg-BH General Fund 8066
CASH ACCOUNT: 100
CHECK NO CHK DATE

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\left.\right|_{\text {A/P CASH }} ^{\text {Town of Mount Desert }} \text { DISUREMENTS Journai }
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\begin{aligned}
& 10100 \\
& \text { TYPE VENDOR NAME }
\end{aligned} \text { Ckg-BH General Fund } 8066
$$

INVOICE

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\text { CHECK } 316985 \text { TOTAL: }
$$

## 06/03/2022 09:52

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774666 \quad 05 / 01 / 2022 \quad \text { AP2271 }
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\begin{array}{r}
\text { AMOUNT } \\
\hline 102,999.13 \\
380.00 \\
88,932.17 \\
\text { *** GRAND TOTAL *** }
\end{array}
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| INV DATE | PO | WARRANT | NET |
| INVOICE DTL DESC |  |  |  |

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\begin{array}{r}
31.47 \\
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192,311.30
\end{array}
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192,311.30
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CREDIT
$192,311.30$

$\begin{array}{rrr} & 192,311.30 \\ 105,016.96 & \\ 31,992.49 & \\ 39,045.40 & \\ 92.91 & \\ 16,163.54 & \\ 192,311.30 & 192,311.30\end{array}$
31,992.49
$31,992.49$
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39,045.40


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** END OF REPORT - Generated by Lisa Young **
TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

## WARRANT AP\# 2267 <br> CHECK DATE: May 18, 2022

TOTAL DISBURSEMENTS: \$ 13,658.04

| 316930 |
| :---: |
| N/A |
| N/A |
| N/A |



| John B Macauley, Chairman |
| :--- |
|  |
| James F Mooers |



```
From: John Macauley
To:
Subject:
Date:
Lisa Young
Re: Warrant AP#2267 State Fees/Payroll Benefits
    Wednesday, May 18, 2022 9:16:20 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.

Looks good-
On Wed, May 18, 2022 at 9:14 AM Lisa Young [financeclerk@mtdesert.org](mailto:financeclerk@mtdesert.org) wrote:

Greetings,
Attached is Accounts Payable Warrant \#2267 (for Payroll and/or State Fees) in the amount of $\$ 13,658.04$ 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
WARRANT PR\# 2228
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

| John B Macauley, Chairman |  |
| :--- | :--- |
|  |  |
| James F Mooers |  |

Selectmen:

TOWN OF MOUNT DESERT
bMV, STATE \& PR ACCOUNTS PAYABLE WARRANT

## WARRANT AP\# 2269

CHECK DATE:
May 25, 2022

| CHECK NUMBER: | $\mathbf{3 1 6 9 3 3}$ |
| ---: | :---: |
| CHECK NUMBER: | N/A |
| EFT NUMBER: | $\mathbf{2 2 7 4}$ |
| EFT or CK NUMBER: | N/A |

TOTAL DISBURSEMENTS: \$ 86,182.84
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.


| John B Macauley, Chairman |
| :--- |
|  |
| James F Mooers |

Selectmen:

```
From: John Macauley
To:
Subject:
Date:
Lisa Young
Re: Warrant AP#2269 & PR#2228 Approval Request
Wednesday, May 25, 2022 2:02:11 PM
```

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.

Looks fine to me-

On Wed, May 25, 2022 at 1:39 PM Lisa Young < financeclerk@mtdesert.org> wrote:
Greetings,

Attached are the following warrants for approval:

| Accounts Payable | $\# 2269$ | total of | $\$ 86,182.84$ |
| :--- | :--- | :--- | :--- |
| Payroll | $\# 2228$ | total of | $\$ 130,023.98$ |

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



| Batch \# | Check \# | Check Date | Vendor Code | Vendor Name | Electronic Amount | Check Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10745 | 20304 | 06/01/2022 | 1084 | ACADIA FUEL, LLC | 0.00 | 5,569.45 |
|  | 20305 | 06/01/2022 | 1160 | AMAZON | 0.00 | 17,939.45 |
|  | 20306 | 06/01/2022 | 1215 | AOS\#91 Tech Softurake Logmein | 0.00 | 193.94 |
|  | 20307 | 06/01/2022 | 1230 | APPLE COMPUTER, INC. ipads if Computeos | 0.00 | 4,476.00 |
|  | 20308 | 06/01/2022 | 1525 | BAR HARBOR SCHOOL DEPARTMENT, TOWN OF Rembostafl | 0.00 | 78.97 |
|  | 20309 | 06/01/2022 | 1554 | BARN ARTS COLLECTIVE-ANDREW SIMON Arts weak | 0.00 | 500.00 |
|  | 20310 | 06/01/2022 | 1561 | BATTERYSPACE.COM | 0.00 | 96.22 |
|  | 20311 | 06/01/2022 | 1700 | BLICK ART MATERIALS | 0.00 | 174.81 |
|  | 20312 | 06/01/2022 | 1975 | CARDMEMBER SERVICE | 0.00 | 723.71 |
|  | 20313 | 06/01/2022 | 2300 | CLEAN-O-RAMA | 0.00 | 501.10 |
|  | 20314 | 06/01/2022 | 2310 | COASTAL ENERGY, INC. | 0.00 | 178.56 |
|  | 20315 | 06/01/2022 | 3040 | DAVID FRENCH MUSIC COMPANY music supplies | 0.00 | 578.72 |
|  | 20316 | 06/01/2022 | 3042 | DAVIS, SHERIDAN | 0.00 | 50.00 |
|  | 20317 | 06/01/2022 | 3108 | DELSANDRO, GLORIA Reimb supplies | 0.00 | 211.01 |
|  | 20318 | 06/01/2022 | 3575 | DUFFY, MIKE Arty week | 0.00 | 582.65 |
|  | 20319 | 06/01/2022 | 4180 | F.T. BROWN CO. | 0.00 | 335.50 |
|  | 20320 | 06/01/2022 | 4334 | FROGTOWN MOUNTAIN PUPPETEERS Avts week | 0.00 | 350.00 |
|  | 20321 | 06/01/2022 | 6938 | GONETSPEED prome | 0.00 | 293.30 |
|  | 20322 | 06/01/2022 | 4457 |  | 0.00 | 300.00 |
|  | 20323 | 06/01/2022 | 4450 | GRAVES, HEATHER M dee \% | 0.00 | 52.65 |
|  | 20324 | 06/01/2022 | 4570 | greenway equipment sales "Palet fork | 0.00 | 1,131.43 |
|  | 20325 | 06/01/2022 | 4110 | HAMMOND LUMBER CO/EBS | 0.00 | 649.72 |
|  | 20326 | 06/01/2022 | 4841 | higgins, TASHA Arts week | 0.00 | 133.24 |
|  | 20327 | 06/01/2022 | 5162 | JAMES, AMY mireo ge. Sth grade tre | 0.00 | 153.86 |
|  | 20328 | 06/01/2022 | 5608 | LISY, BEAU Artather t | 0.00 | 1,000.00 |
|  | 20329 | 06/01/2022 | 5825 | MAIN STREET VARIETY | 0.00 | 86.10 |
|  | 20330 | 06/01/2022 | 5910 | MAINE PAPER \& JANITORIAL PRODUCTS |  | 1,240.76 |
|  | 20331 | 06/01/2022 | 6180 | MDES - GENERAL FUND/STUDENT ACTIVITY oth brade tryp $+g$ | $\text { fund } 00$ | 7,468.96 |

## Mount Desert School Department

| Batch \# | Check \# | Check Date | Vendor Code | Vendor Name | Electronic Amount | Check <br> Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 20332 | 06/01/2022 | 6313 | MITCHELL, AARON Ar+s ue k | 0.00 | 700.00 |
|  | 20333 | 06/01/2022 | 6536 | NATIONAL FOOD GROUP | 0.00 | 1,558.95 |
|  | 20334 | 06/01/2022 | 6785 | NORTHCENTER FOODS | 0.00 | 14,597.37 |
|  | 20335 | 06/01/2022 | 6840 | NORUMBEGA MOVING \& STORAGE | 0.00 | 171.00 |
|  | 20336 | 06/01/2022 | 6865 | NSO-NURSES SERVICE ORGANIZATION / nsurance | 0.00 | 113.00 |
|  | 20337 | 06/01/2022 | 6910 | OPPEWALL, ELIZABETH Otys ${ }^{\text {atasemey }}$ | 0.00 | 1,000.00 |
|  | 20338 | 06/01/2022 | 7180 | PINE STATE ELEVATOR CO. WS Wete | 0.00 | 211.59 |
|  | 20339 | 06/01/2022 | 7190 | PINE TREE MARKET | 0.00 | 26.95 |
|  | 20340 | 06/01/2022 | 7463 | QUILL CORP. | 0.00 | 150.10 |
|  | 20341 | 06/01/2022 | 7835 | SALSBURY HARDWARE INC | 0.00 | 142.54 |
|  | 20342 | 06/01/2022 | 7885 | SARGENT, LEON Phone | 0.00 | 50.00 |
|  | 20343 | 06/01/2022 | 8010 | SCHOOL SPECIALTY, LLC | 0.00 | 412.30 |
|  | 20344 | 06/01/2022 | 8197 | SHERMAN'S BOOKS \& STATIONERY | 0.00 | 148.24 |
|  | 20345 | 06/01/2022 | 8220 | SHUTT, CAROL Arts weck | 0.00 | 400.00 |
|  | 20346 | 06/01/2022 | 8227 | SIDON, WESLEA Atts wemek | 0.00 | 500.00 |
|  | 20347 | 06/01/2022 | 8552 | SUPERIOR BACKFLOW SERVICES, LLC | 0.00 | 630.00 |
|  | 20348 | 06/01/2022 | 8774 | TOLEDO PHYSICAL EDUCATION SUPPLY | 0.00 | 99.99 |
|  | 20349 | 06/01/2022 | 4152 | VERSANT POWER | 0.00 | 4,331.44 |
|  | 20350 | 06/01/2022 | 9150 | WADMAN, JAMES W. Auckith | 0.00 | 4,266.00 |
|  | 20351 | 06/01/2022 | 9248 | WESTPHAL, SHANNON Reatmes supplicis | 0.00 | 184.33 |
|  | 20352 | 06/01/2022 | 9288 |  | 0.00 | 500.00 |
|  | 20353 | 06/01/2022 | 9290 |  | 0.00 | 825.45 |
|  |  |  |  | Totals: | 0.00 | \$76,069.36 |



$\begin{array}{lc}\text { Electronic } & \text { Check } \\ \text { Amount } & \text { Amount }\end{array}$

# Mount Desert School Department PAYROLL WARRANT REGISTER 

| Check\# | Check Date | Code | Name | Chk Grp | Gross Pay | Net Pay | Direct Deposit | Check Amt | Void |
| ---: | :--- | :--- | :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| 48553 | $05 / 27 / 2022$ | 459 | SHANNON L. WESTPHAL | 1 | $2,056.53$ | $\mathbf{1 , 5 7 6 . 0 5}$ | $1,576.05$ | 0.00 |  |
| 48554 | $05 / 27 / 2022$ | 448 | JACQUELINE A. WHEATON | 1 | $2,542.30$ | $1,777.86$ | $1,777.86$ | 0.00 |  |
| 48555 | $05 / 27 / 2022$ | AFLAC | AFLAC |  | 127.42 | 127.42 | 0.00 | 127.42 |  |
| 48556 | $05 / 27 / 2022$ | BCBS | ANTHEM BC/BS | $11,683.28$ | $11,683.28$ | 0.00 | $11,683.28$ |  |  |
| 48557 | $05 / 27 / 2022$ | HMD | HORACE MANN COMPANIES |  | 76.32 | 76.32 | 0.00 | 76.32 |  |
| 48558 | $05 / 27 / 2022$ | HM | HORACE MANN INSURANCE C |  | 800.00 | 800.00 | 0.00 | 800.00 |  |
| 48559 | $05 / 27 / 2022$ | MEA | MAINE EDUCATION ASSOCIA | $1,513.40$ | $1,513.40$ | 0.00 | $1,513.40$ |  |  |
| 48560 | $05 / 27 / 2022$ | MSRS | MAINE PERS | $20,383.35$ | $20,383.35$ | $20,383.35$ | 0.00 |  |  |
| 48561 | $05 / 27 / 2022$ | MET | METROPOLITAN LIFE INSUR | 350.00 | 350.00 | 0.00 | 350.00 |  |  |
| 48562 | $05 / 27 / 2022$ | DELTA DEN NORTHEAST DELTA DENTAL | $2,860.90$ | $2,860.90$ | 0.00 | $2,860.90$ |  |  |  |
| 48563 | $05 / 27 / 2022$ | PRIM | PRIMERICA FINANCIAL SVCS. |  | 370.00 | 370.00 | 0.00 | 370.00 |  |
| 48564 | $05 / 27 / 2022$ | FEDHEALTH TREASURER, STATE OF MAIN |  | 23.85 | 23.85 | 0.00 | 23.85 |  |  |
|  |  |  |  | $\mathbf{1 5 6 , 4 1 8 . 9 2}$ | $\mathbf{1 2 6 , 3 6 9 . 9 9}$ | $\mathbf{9 1 , 7 2 8 . 0 5}$ | $\mathbf{1 8 , 0 5 1 . 6 1}$ |  |  |
|  |  |  |  |  |  |  |  |  |  |


| Check Authorization Summary |  |  |  |
| :---: | :---: | :---: | :---: |
| Type | Description | Count | Amount |
| Employee | Checks | 3 | 246.44 |
|  | Voided Checks | 0 | 0.00 |
|  | Direct Deposits (Fully Distributed) | 51 | 71,344.70 |
|  | ACH Employee Credits | 51 | 71,344.70 |
|  | ACH Employee Debits (Voids) | 0 | 0.00 |
| Deduction | Checks | 9 | 17,805.17 |
|  | Voided Checks | 0 | 0.00 |
|  | ACH Vendor Credits | 1 | 20,383.35 |
|  | ACH VendorDebits (Voids) | 0 | 0.00 |
|  | ACH Online Payments | 0 | 0.00 |
| Taxes | EFTPS Payment - Debit | 2 | 16,590.33 |

# Mount Desert School Department PAYROLL WARRANT REGISTER 

Name



FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER

FINANCE OFFICER



4 Checks Listed


[^0]:    AP2271
    e less commute CHECK 317003 TOTAL:

    $$
    \begin{aligned}
    & \text { CHECK } 317003 \text { TOTAL: } \\
    & \text { *** CASH ACCOUNT TOTAL *** }
    \end{aligned}
    $$

